



**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**  
**June 19, 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 May 18-25, 2018
- B.** List of Expenditures Under the Dates of June 4-8, 2018
- C.** Minutes of the Commissioners' Proceedings from May 29, 2018
- D.** Resolution Approving Ambulance Service License Renewal for City of Westminster Fire Department  
(File approved by ELT)

- E.** Resolution Approving Supplemental Agreement to Relocate Power Pedestal to Accommodate Lowell Boulevard At-Grade Crossing Improvements, between the Union Pacific Railroad Company and Adams County, Colorado  
(File approved by ELT)
- F.** Resolution Approving First Amendment to License Agreement between Lower Clear Creek Ditch Company, Adams County, Urban Drainage and Flood Control District, and Regional Rail Partners, Joint Venture  
(File approved by ELT)
- G.** Resolution Approving the Forgiveness of Loans between Adams County and Eastern Slope Housing  
(File approved by ELT)
- H.** Resolution Regarding Defense and Indemnification of Christopher Trujillo as a Defendant Pursuant to C.R.S. § 24-10-101, Et Seq.  
(File approved by ELT)
- I.** Resolution Approving Federal Lands Access Program and Federal Lands Transportation Program Project Memorandum of Agreement March 2018  
(File approved by ELT)
- J.** Resolution Approving an Intergovernmental Agreement between Adams County and the City of Commerce City Regarding the Federal Lands Access Program Project at the Rocky Mountain Arsenal National Wildlife Refuge  
(File approved by ELT)
- K.** Resolution Approving the Grant Agreement for Grant #8957 between Adams County Head Start and the Temple Hoyne Buell Foundation  
(File approved by ELT)
- L.** Resolution Approving Solar Lease Agreement between Adams County and CO LI CSG 2 LLC  
(File approved by ELT)
- M.** Resolution Approving Solar Lease Agreement between Adams County and DU CSG 1 LLC  
(File approved by ELT)
- N.** Resolution Approving the Intergovernmental Agreement between Adams County and the Colorado Department of Human Services  
(File approved by ELT)
- O.** Resolution Approving the Adams County Head Start Cost of Living Adjustment Supplemental Application  
(File approved by ELT)
- P.** Resolution Approving the Open Space Modification Request and Amended Grant Agreement between Adams County and the City of Westminster for the Big Dry Creek Trail Upgrade Project  
(File approved by ELT)
- Q.** Resolution Approving the Urban County and HOME Consortia Intergovernmental Agreements and Recertification for Federal Fiscal Years 2019, 2020, and 2021  
(File approved by ELT)
- R.** Resolution Approving Encroachment Agreement between Adams County and Cardel Homes US Limited Partnership for Improvements in County Right-of-Way  
(File approved by ELT)



- S. Resolution Accepting Warranty Deed Conveying Property from Welby Business Park, LLC, to Adams County for the Dedication of Road Right-of-Way for York Street  
(File approved by ELT)
- T. Resolution Accepting First Amendment to Permanent Storm Water Drainage Facilities Maintenance Easement from Welby Business Park, LLC, to Adams County for Storm Water Drainage Purposes  
(File approved by ELT)
- U. Resolution Accepting and Approving Contract Amendment One and Option Letter 03 to an Existing Edward Byrne Memorial Justice Assistance Grant Award (2016-DJ-16-013907-06-2) from the State of Colorado, Colorado Department of Public Safety, Division of Criminal Justice, Office of Adult and Juvenile Justice Assistance for the Period of October 1, 2016 – September 30, 2018  
(File approved by ELT)

## **7. NEW BUSINESS**

### **A. COUNTY MANAGER**

- 1. Resolution Approving Amendment One to the Agreement between Adams County and Workplace Elements to Provide Furniture for the Adams County Human Services Center  
(File approved by ELT)
- 2. Resolution Approving Amendment One to the Agreement between Adams County and A-1 Chipseal Company for Additonal Work to the 2018 Street Seal Program  
(File approved by ELT)
- 3. Resolution Approving the Agreement between Adams County and Hoffman Southwest Corp., dba Professional Pipe Services for the Stormwater Infrastructure Video Inspection & Maintenance Project  
(File approved by ELT)
- 4. Resolution Approving Amendment One to the Agreement between Adams County and Whitestone Construction Services, Inc., for the Homes for Hope Project  
(File approved by ELT)
- 5. Resolution Approving Second Amendment to the Purchase and Sale Contract between Adams County and IVE Colorado LLC, Jacobs Colorado LLC, and King Paul 1 LLC for Land for the Adams Youth Services Center  
(File approved by ELT)
- 6. Resolution Approving Amendment 1 to Intergovernmental Agreement between Adams County and the State of Colorado Regarding the Acquisition and Development of the Adams Youth Services Center  
(File approved by ELT)
- 7. Resolution Approving Special Warranty Deed to the State of Colorado for the Adams Youth Services Center  
(File approved by ELT)
- 8. Resolution Approving a Fee Schedule for Oil and Gas Road Impact and Maintenance Fees  
(File approved by ELT)

### **B. COUNTY ATTORNEY**

**8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding Positions on Proposals for Aerotropolis Regional Transportation Authority**

**9. LAND USE HEARINGS**

**A. Cases to be Heard**

- 1.** PRC2016-00009 Touchstone Granite Rezone  
(File approved by ELT)
- 2.** PLN2017-00036 Oil & Gas Text Amendments to Chapter 4  
(File approved by ELT)

**10. ADJOURNMENT**

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

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

<b>Fund Number</b>	<b>Fund Description</b>	<b>Amount</b>
1	General Fund	1,454,540.07
4	Capital Facilities Fund	7,295.00
6	Equipment Service Fund	346,545.96
7	Stormwater Utility Fund	155.97
13	Road & Bridge Fund	296,306.59
19	Insurance Fund	123,307.91
20	Developmentally Disabled	422,605.00
24	Conservation Trust Fund	11,221.23
28	Open Space Sales Tax Fund	20,408.98
31	Head Start Fund	6,619.20
34	Comm Services Blk Grant Fund	4,652.18
35	Workforce & Business Center	930.25
43	Front Range Airport	14,086.46
94	Sheriff Payables	13,941.02
		<u>2,722,615.82</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>
00723667	711999	BUESGENS AMANDA	05/18/18	35.00
00723668	274030	COMMUNICATION CONSTRUCTION & E	05/18/18	2,390.00
00723672	26418	JOHN DEERE COMPANY	05/18/18	4,867.87
00723673	410402	MELONAKIS PATRICIA	05/18/18	68.28
00723674	13688	METRONORTH CHAMBER OF COMMERCE	05/18/18	1,000.00
00723675	20458	NORTHSIDE EMERGENCY PET CLINIC	05/18/18	100.00
00723676	13951	TDS TELECOM	05/18/18	840.01
00723677	38221	TRANE US INC	05/18/18	4,223.00
00723678	20730	UNITED STATES POSTAL SERVICE	05/18/18	1,260.00
00723679	124337	US POSTMASTER	05/18/18	286.00
00723680	124337	US POSTMASTER	05/18/18	286.00
00723682	40340	WINDSTREAM COMMUNICATIONS	05/18/18	2,334.42
00723683	362169	ALVARADO ABIMAEL DAVID	05/18/18	195.00
00723685	293119	BUZEK, VINCE	05/18/18	65.00
00723686	32456	CACCB	05/18/18	240.00
00723691	519505	DENOVO VENTURES LLC	05/18/18	5,687.50
00723692	678436	DOMENICO JOSEPH	05/18/18	65.00
00723693	181668	DOMINION VOTING SYSTEMS INC	05/18/18	61,530.00
00723694	708295	EVOQUA WATER TECHNOLOGIES LLC	05/18/18	10,084.09
00723695	518029	FEDERAL HEATING INC	05/18/18	9,944.00
00723696	698569	FOREST SEAN	05/18/18	65.00
00723697	293118	GARNER, ROSIE	05/18/18	65.00
00723698	93970	GLOBAL TECHNOLOGY RESOURCES IN	05/18/18	19,912.93
00723699	293122	HERRERA, AARON	05/18/18	65.00
00723700	32276	INSIGHT PUBLIC SECTOR	05/18/18	2,920.98
00723701	643813	KIMBALL ROSS	05/18/18	1,062.27
00723704	707954	MEJORANDO GROUP	05/18/18	6,070.86
00723707	33716	OLD VINE PINNACLE ASSOCIATES	05/18/18	800.00
00723708	33716	OLD VINE PINNACLE ASSOCIATES	05/18/18	800.00
00723709	33716	OLD VINE PINNACLE ASSOCIATES	05/18/18	800.00
00723710	708039	OPENGOV INC	05/18/18	25,000.00
00723711	711929	PAQUET KATHY	05/18/18	52.00
00723712	637390	PLAKORUS DAVID	05/18/18	65.00
00723713	53054	RICHARDSON SHARON	05/18/18	65.00
00723715	445153	SAUR JESSICA	05/18/18	667.52
00723716	574170	SCHULTZ PUBLIC AFFAIRS LLC	05/18/18	4,333.33

## Net Warrants by Fund Detail

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**1 General Fund**


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<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00723717	491695	SCYTL	05/18/18	15,132.00
00723718	42818	STATE OF COLORADO	05/18/18	294.58
00723719	42818	STATE OF COLORADO	05/18/18	140.35
00723720	226116	STUTZMAN DEBORAH	05/18/18	52.00
00723722	66264	SYSTEMS GROUP	05/18/18	400.00
00723723	385142	THOMPSON GREGORY PAUL	05/18/18	65.00
00723724	369655	TORGERSEN BETH	05/18/18	52.00
00723725	599789	WHITE SUSAN	05/18/18	52.00
00723726	18645	WILBUR-ELLIS COMPANY LLC	05/18/18	2,781.60
00723727	473336	ZAYO GROUP HOLDINGS INC	05/18/18	1,348.00
00723728	72554	AAA PEST PROS	05/18/18	2,040.00
00723729	383698	ALLIED UNIVERSAL SECURITY SERV	05/18/18	5,420.36
00723730	12012	ALSCO AMERICAN INDUSTRIAL	05/18/18	96.87
00723731	14661	AMERIGAS DENVER 1012	05/18/18	1,200.28
00723732	639937	AMOS ERIN	05/18/18	222.00
00723733	3020	BENNETT TOWN OF	05/18/18	1,500.00
00723734	40942	BI INCORPORATED	05/18/18	3,478.51
00723735	2914	BOB BARKER COMPANY	05/18/18	15,723.50
00723736	167784	BRANDT STEPHANIE S	05/18/18	6.54
00723737	378794	BRIM ERIN	05/18/18	180.00
00723738	9902	CHEMATOX LABORATORY INC	05/18/18	615.00
00723739	709981	DIAZ DIANA	05/18/18	223.00
00723740	5333	ELECTION CENTER INC THE	05/18/18	650.00
00723741	648037	ELLARS SARA	05/18/18	1,179.00
00723742	350130	ELMRIDGE PROTECTION PRODUCTS	05/18/18	15,210.60
00723743	338868	ERVIN STACY	05/18/18	511.00
00723744	518029	FEDERAL HEATING INC	05/18/18	1,291.22
00723745	708506	HOWARD HUGHES HOOD CLEANING	05/18/18	715.00
00723746	712018	JACKSON JULIE	05/18/18	222.00
00723747	381791	MARTIN STAN	05/18/18	180.00
00723748	43466	MEANEY PHILLIP J	05/18/18	266.00
00723749	93320	MILE HIGH TREE CARE INC	05/18/18	5,500.00
00723750	601572	MONTOYA GINA	05/18/18	223.00
00723751	4529	NORTHWESTERN UNIVERSITY	05/18/18	12,300.00
00723752	516994	PARK 12 HUNDRED OWNERS ASSOCIA	05/18/18	12,252.00
00723753	584601	PIONEER TECHNOLOGY GROUP LLC	05/18/18	348.00

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1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00723754	45133	PPS INTERIORS	05/18/18	1,451.00
00723755	516993	RODRIGUEZ JODY	05/18/18	544.00
00723756	76397	ROWLAND CLAUDIA	05/18/18	53.41
00723757	445153	SAUR JESSICA	05/18/18	180.00
00723758	687934	SCHLINDWEIN MARK	05/18/18	59.62
00723759	7189	TOSHIBA FINANCIAL SERVICES	05/18/18	5,387.26
00723760	85446	TYCO WESTFIRE	05/18/18	1,401.15
00723761	1007	UNITED POWER (UNION REA)	05/18/18	91.90
00723762	1007	UNITED POWER (UNION REA)	05/18/18	33.98
00723763	162076	US ENGINEERING COMPANY	05/18/18	860.00
00723764	91631	ADAMSON POLICE PRODUCTS	05/21/18	3,875.00
00723765	383698	ALLIED UNIVERSAL SECURITY SERV	05/21/18	16,774.19
00723767	711186	BARAY RHONDA	05/21/18	75.00
00723769	3020	BENNETT TOWN OF	05/21/18	72.20
00723770	222876	Cowdery, Janet	05/21/18	75.00
00723771	711185	CALDERA CAROLINA	05/21/18	75.00
00723776	13049	COMMUNITY REACH CENTER	05/21/18	42,247.75
00723777	13049	COMMUNITY REACH CENTER	05/21/18	11,760.00
00723778	711190	DOUGLAS MARCIE	05/21/18	75.00
00723779	12689	GALLS LLC	05/21/18	5,807.34
00723781	77611	KD SERVICE GROUP	05/21/18	1,197.35
00723782	545376	LINX	05/21/18	771.87
00723783	711184	LOPEZ CESAR	05/21/18	100.00
00723785	711202	MARTINEZ JACINDA	05/21/18	75.00
00723786	711183	MILAM KEDMIA	05/21/18	400.00
00723787	13719	MORGAN COUNTY REA	05/21/18	291.42
00723788	655988	NEPTUNE UNIFORMS AND EQUIPMENT	05/21/18	2,194.00
00723789	16428	NICOLETTI-FLATER ASSOCIATES	05/21/18	15,890.00
00723791	711201	PARK SHANNON	05/21/18	150.00
00723792	711196	PORTILLO LEONARD	05/21/18	75.00
00723793	48924	PRO TECH COMPUTER SYSTEMS INC	05/21/18	630.00
00723794	163837	PTS OF AMERICA LLC	05/21/18	6,990.00
00723795	216245	PUSH PEDAL PULL INC	05/21/18	360.00
00723796	711192	QUINTANA MELISSA	05/21/18	75.00
00723798	620263	SANDOVAL DOLORES	05/21/18	75.00
00723799	13932	SOUTH ADAMS WATER & SANITATION	05/21/18	387.94

## 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>
00723800	13932	SOUTH ADAMS WATER & SANITATION	05/21/18	783.06
00723801	12431	SPACE CONCEPTS INC	05/21/18	864.18
00723802	13949	STRASBURG SANITATION	05/21/18	231.10
00723803	599714	SUMMIT FOOD SERVICE LLC	05/21/18	5,240.59
00723806	666214	TYGRET DEBRA R	05/21/18	330.00
00723807	1007	UNITED POWER (UNION REA)	05/21/18	1,892.88
00723808	1007	UNITED POWER (UNION REA)	05/21/18	404.85
00723809	1007	UNITED POWER (UNION REA)	05/21/18	3,802.43
00723810	711191	VILLANUEVE ROSIO	05/21/18	75.00
00723811	13822	XCEL ENERGY	05/21/18	3,743.62
00723812	13822	XCEL ENERGY	05/21/18	1,211.13
00723813	13822	XCEL ENERGY	05/21/18	6,666.14
00723814	13822	XCEL ENERGY	05/21/18	5,121.28
00723815	13822	XCEL ENERGY	05/21/18	7,889.50
00723816	13822	XCEL ENERGY	05/21/18	2,742.47
00723817	13822	XCEL ENERGY	05/21/18	43.77
00723819	433987	ADCO DISTRICT ATTORNEY'S OFFIC	05/21/18	251.96
00723820	14657	ANGELL LINDA S	05/21/18	81.70
00723821	37436	CARLSON KURT A	05/21/18	191.57
00723823	5050	COLO DIST ATTORNEY COUNCIL	05/21/18	31.86
00723824	59782	COMCOR INC	05/21/18	169.92
00723825	93529	CORRECTIONAL MANAGEMENT INC	05/21/18	1,364.10
00723827	473644	GARFIELD COUNTY COMMUNITY CORR	05/21/18	1,280.40
00723828	582481	GEO GROUP INC	05/21/18	441.15
00723829	626700	GLADER JONATHAN D	05/21/18	20.72
00723830	278010	HART JULIE	05/21/18	90.00
00723831	44965	INTERVENTION COMMUNITY CORRECT	05/21/18	2,530.32
00723832	48078	LARIMER COUNTY COMMUNITY CORRE	05/21/18	253.20
00723833	535911	LEUNG CASPAR	05/21/18	23.54
00723834	12816	MATTIE BRIAN S	05/21/18	576.00
00723835	266471	MAZE AMANDA	05/21/18	213.00
00723836	712443	NIGP	05/21/18	940.00
00723837	712443	NIGP	05/21/18	940.00
00723838	364182	PEREZ ASHLY	05/21/18	16.80
00723839	88393	RECRUITING.COM	05/21/18	510.00
00723842	42984	TIME TO CHANGE	05/21/18	523,117.26

## 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>
00723843	369655	TORGERSEN BETH	05/21/18	144.53
00723873	620771	CHERNYAK DMITRIY	05/22/18	604.82
00723875	12689	GALLS LLC	05/22/18	16,747.94
00723876	535598	JACHIMIAK PETERSON LLC	05/22/18	1,846.92
00723878	652983	K&H INTEGRATED PRINT SOLUTIONS	05/22/18	24,314.05
00723879	429656	OPEX CORPORATION	05/22/18	7,740.00
00723880	73963	PERKINS COIE LLP	05/22/18	6,128.50
00723881	48924	PRO TECH COMPUTER SYSTEMS INC	05/22/18	4,996.00
00723882	163837	PTS OF AMERICA LLC	05/22/18	995.00
00723884	228213	ARAMARK REFRESHMENT SERVICES	05/23/18	483.17
00723885	54619	ARTISTIC FLOWERS & GIFTS	05/23/18	660.00
00723886	699965	BEEN ANDREW J	05/23/18	65.00
00723887	624135	BOWMAN LORI	05/23/18	57.23
00723888	2509	CCI	05/23/18	350.00
00723889	2509	CCI	05/23/18	350.00
00723890	2509	CCI	05/23/18	450.00
00723891	2157	COLO OCCUPATIONAL MEDICINE PHY	05/23/18	1,680.00
00723892	252174	COLORADO COMMUNITY MEDIA	05/23/18	10.28
00723893	248103	DS WATERS OF AMERICA INC	05/23/18	15.90
00723894	13136	EMPLOYERS COUNCIL SERVICES INC	05/23/18	245.00
00723895	707840	EMR ENTERPRISES LLC	05/23/18	55,600.00
00723896	24524	E470 PUBLIC HIGHWAY AUTHORITY	05/23/18	193.80
00723898	12481	HA MARY N	05/23/18	74.15
00723899	536256	KIMMEL KENZIE NICOLE	05/23/18	395.45
00723900	712115	LACRUE MATTHEW D	05/23/18	195.00
00723901	40843	LANGUAGE LINE SERVICES	05/23/18	742.92
00723902	34818	MARNER GROUP INC	05/23/18	918.11
00723903	714722	MASSARO PAMELA	05/23/18	500.00
00723904	637831	MCCREARY RAPHAEL	05/23/18	65.00
00723905	13375	MCINTOSH MICHAEL TODD	05/23/18	252.00
00723906	554936	MED-ENG LLC	05/23/18	3,808.00
00723907	10669	REIGENBORN, RICHARD A	05/23/18	65.00
00723908	76394	SYMBOL ARTS	05/23/18	5,990.00
00723909	44841	UHING CHRISTOPHER	05/23/18	72.98
00723910	28617	VERIZON WIRELESS	05/23/18	2,648.78
00723915	702804	WOLFE SANDRA KAY	05/23/18	65.00



## 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>
00723916	7117	WORLD CONNECTIONS TRAVEL	05/23/18	1,911.00
00723917	491318	AMERICAN EAGLE DISTRIBUTING	05/24/18	236.00
00723918	17995	BEACH KEVIN	05/24/18	199.60
00723920	716153	BURRELL REYNA	05/24/18	20.00
00723922	40398	CINTAS CORPORATION #66	05/24/18	284.48
00723923	43659	CINTAS FIRST AID & SAFETY	05/24/18	338.16
00723924	422263	ESRI INC	05/24/18	17,500.00
00723927	373931	HALOGEN SOFTWARE INC	05/24/18	1,050.00
00723928	699829	HILL'S PET NUTRITION SALES INC	05/24/18	43.79
00723929	79260	IDEXX DISTRIBUTION INC	05/24/18	1,323.14
00723932	713939	LOPEZ JESUS	05/24/18	400.00
00723933	350060	MARTIN AUBREY	05/24/18	225.00
00723934	52940	MCDOWELL SHANNON	05/24/18	154.94
00723935	716159	MEYERS JACKIE	05/24/18	50.00
00723936	597186	MICHELSON FOUND ANIMALS FOUNDA	05/24/18	1,758.76
00723937	713936	MONTOUR SYLVIA	05/24/18	175.00
00723938	13591	MWI VETERINARY SUPPLY CO	05/24/18	4,010.77
00723939	282112	ORACLE AMERICA INC	05/24/18	6,414.80
00723940	669732	PATTERSON VETERINARY SUPPLY IN	05/24/18	1,279.36
00723941	308437	RANDSTAD US LP	05/24/18	762.55
00723942	36706	SCOTT CONTRACTING INC	05/24/18	400.00
00723944	426037	SWIRE COCA-COLA USA	05/24/18	43.60
00723946	300982	UNITED SITE SERVICES	05/24/18	343.56
00723949	13822	XCEL ENERGY	05/24/18	11.42
00723950	13822	XCEL ENERGY	05/24/18	531.06
00723951	13822	XCEL ENERGY	05/24/18	98.40
00723952	13822	XCEL ENERGY	05/24/18	182.14
00723953	13822	XCEL ENERGY	05/24/18	24.31
00723955	260281	ADAMS COUNTY YOUTH INITIATIVE	05/25/18	20,000.00
00723956	433987	ADCO DISTRICT ATTORNEY'S OFFIC	05/25/18	304.29
00723957	5166	ALLIANCE FOR INNOVATION INC	05/25/18	5,100.00
00723959	494250	BLACK ROOFING INC	05/25/18	5,243.00
00723960	289574	BONASERA BETHANY	05/25/18	101.00
00723961	255194	CHAMBERS HOLDINGS LLC	05/25/18	14,731.55
00723963	5407	COLO DEPT OF LABOR & EMPLOYME	05/25/18	30.00
00723964	5050	COLO DIST ATTORNEY COUNCIL	05/25/18	2,983.20

## 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>
00723966	8465	COMMERCE CITY BUSINESS & PROF	05/25/18	1,500.00
00723967	226213	ELLIS HEIDI	05/25/18	101.00
00723968	29227	FENCE CONSULTING SERVICES	05/25/18	1,495.00
00723971	116633	GOVERNMENTJOBS.COM INC	05/25/18	3,000.00
00723973	694127	HALLMARK INC	05/25/18	49,703.00
00723977	418327	IC CHAMBERS LP	05/25/18	6,586.82
00723979	51209	LUSE DEBBIE	05/25/18	57.00
00723980	707905	MCDONALD WATERPROOFING & RESTO	05/25/18	2,888.00
00723981	619985	MORENO DENNIS	05/25/18	4,428.57
00723983	43542	NORTH WESTERN ELECTRICAL CORPO	05/25/18	1,295.00
00723984	32700	PITNEY BOWES RESERVE ACCOUNT	05/25/18	15,000.00
00723985	45133	PPS INTERIORS	05/25/18	586.00
00723987	13538	SHRED IT USA LLC	05/25/18	195.13
00723992	426037	SWIRE COCA-COLA USA	05/25/18	213.36
00723993	137851	TIERNEY JENNIFER	05/25/18	101.00
00723995	20730	UNITED STATES POSTAL SERVICE	05/25/18	56.35
00723996	162076	US ENGINEERING COMPANY	05/25/18	1,896.45
00723999	7162	WAGNER GEORGIA C	05/25/18	30.00
00724000	544338	WESTAR REAL PROPERTY SERVICES	05/25/18	14,706.36
00724001	433987	ADCO DISTRICT ATTORNEY'S OFFIC	05/25/18	273.02
00724002	33944	B C INTERIORS	05/25/18	70.56
00724003	263163	CELLEBRITE USA INC	05/25/18	6,785.00
00724005	32161	CI TECHNOLOGIES	05/25/18	4,692.00
00724006	716997	CLARK DOUGLAS	05/25/18	45.64
00724007	557404	CORTEZ-MENDEZ VERONICA	05/25/18	692.09
00724008	628340	COX MICHELLE	05/25/18	2,235.20
00724009	717018	CROWE JOSEPH	05/25/18	200.00
00724010	13299	CSU UNIVERSITY RESOURCE CTR	05/25/18	34.55
00724011	709719	DISTRICT COURT OF FIRST CIRCUIT	05/25/18	20.00
00724012	13136	EMPLOYERS COUNCIL SERVICES INC	05/25/18	615.00
00724013	9496	ENVIRONMENTAL SYSTEMS RESEARCH	05/25/18	1,000.00
00724014	23417	ERGOMETRICS & APPLIED PERSONNE	05/25/18	2,512.78
00724016	12689	GALLS LLC	05/25/18	13,956.27
00724017	438625	GOVERNOR'S OFFICE OF IT	05/25/18	820.70
00724018	33278	HURDELBRINK JULIA	05/25/18	51.23
00724019	454772	JEFFERSON COUNTY TREASURER	05/25/18	280.00

## 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>
00724020	77611	KD SERVICE GROUP	05/25/18	2,621.96
00724021	716978	KEMP JOHN MCIVER	05/25/18	139.16
00724022	36861	LEXIS NEXIS MATTHEW BENDER	05/25/18	2,072.99
00724023	70915	MCDERMOTT HEATHER	05/25/18	1,155.00
00724024	510655	MOLINA KRISTINE	05/25/18	750.00
00724028	6703	NORTH METRO FIRE RESCUE	05/25/18	1,000.00
00724033	44148	PRO FORCE LAW ENFORCEMENT	05/25/18	4,133.67
00724034	163837	PTS OF AMERICA LLC	05/25/18	764.00
00724035	5637	ROCKY MTN MICROFILM & IMAGING	05/25/18	1,250.00
00724036	335222	RODRIGUEZ GABRIEL	05/25/18	531.58
00724037	13538	SHRED IT USA LLC	05/25/18	60.00
00724038	38961	SHREVE JEANNE	05/25/18	296.64
00724039	717017	SINGLETON STACEY	05/25/18	100.00
00724040	599714	SUMMIT FOOD SERVICE LLC	05/25/18	99,229.97
00724041	618144	T&G PECOS LLC	05/25/18	1,800.00
00724042	37005	TOSHIBA BUSINESS SOLUTIONS	05/25/18	2,271.85
00724043	246551	TRAXLER TAMARA	05/25/18	1,135.67
00724044	628772	TUCKER JENNIFER	05/25/18	853.74
00724045	666214	TYGRETTE DEBRA R	05/25/18	251.00
00724046	13262	TYLER TECHNOLOGIES INC	05/25/18	1,000.00
00724047	13262	TYLER TECHNOLOGIES INC	05/25/18	2,077.50
00724048	13262	TYLER TECHNOLOGIES INC	05/25/18	422.50
<b>Fund Total</b>				<b>1,454,540.07</b>

County of Adams  
Net Warrants by Fund Detail

<u>4</u>		<u>Capital Facilities Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00723706	43542	NORTH WESTERN ELECTRICAL CORPO	05/18/18	7,295.00	
Fund Total				7,295.00	

## 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>
00723690	61188	DELLENBACH MOTORS	05/18/18	67,664.00
00723702	494038	LARRY H MILLER FORD LAKEWOOD	05/18/18	28,065.00
00723714	16237	SAM HILL OIL INC	05/18/18	24,757.16
00723818	295403	ABRA AUTO BODY & GLASS	05/21/18	1,016.09
00723841	78870	SUN ENTERPRISES INC	05/21/18	66,300.00
00723861	24560	WIRELESS ADVANCED COMMUNICATIO	05/21/18	6,050.57
00723954	23962	ACS MANAGEMENT LLC	05/25/18	338.40
00723958	672821	AUTONATION FORD LITTLETON	05/25/18	125,837.00
00723976	491796	HRT ENTERPRISES LLC	05/25/18	65.00
00723986	16237	SAM HILL OIL INC	05/25/18	26,440.38
00723988	714682	SMITH JAVON D	05/25/18	12.36
<b>Fund Total</b>				<b>346,545.96</b>

County of Adams  
Net Warrants by Fund Detail

7      Stormwater Utility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00723947	406881	VALLES JUAN M	05/24/18	72.97
00723975	393237	HOLGUIN ISMAEL	05/25/18	83.00
<b>Fund Total</b>				<b>155.97</b>

## Net Warrants by Fund Detail

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## Road &amp; Bridge Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00723671	435508	HUITT-ZOLLARS INC	05/18/18	626.03
00723844	1007	UNITED POWER (UNION REA)	05/21/18	16.50
00723845	1007	UNITED POWER (UNION REA)	05/21/18	16.50
00723846	1007	UNITED POWER (UNION REA)	05/21/18	88.49
00723847	1007	UNITED POWER (UNION REA)	05/21/18	128.95
00723848	1007	UNITED POWER (UNION REA)	05/21/18	33.00
00723849	1007	UNITED POWER (UNION REA)	05/21/18	20.22
00723850	1007	UNITED POWER (UNION REA)	05/21/18	33.00
00723851	1007	UNITED POWER (UNION REA)	05/21/18	36.00
00723852	1007	UNITED POWER (UNION REA)	05/21/18	34.00
00723853	1007	UNITED POWER (UNION REA)	05/21/18	87.66
00723854	1007	UNITED POWER (UNION REA)	05/21/18	146.79
00723855	1007	UNITED POWER (UNION REA)	05/21/18	35.63
00723856	1007	UNITED POWER (UNION REA)	05/21/18	101.46
00723857	1007	UNITED POWER (UNION REA)	05/21/18	16.50
00723858	1007	UNITED POWER (UNION REA)	05/21/18	48.84
00723859	1007	UNITED POWER (UNION REA)	05/21/18	48.84
00723860	1007	UNITED POWER (UNION REA)	05/21/18	23.16
00723862	13822	XCEL ENERGY	05/21/18	102.56
00723863	13822	XCEL ENERGY	05/21/18	79.47
00723864	13822	XCEL ENERGY	05/21/18	88.87
00723865	13822	XCEL ENERGY	05/21/18	125.39
00723866	13822	XCEL ENERGY	05/21/18	120.67
00723867	13822	XCEL ENERGY	05/21/18	4,567.84
00723868	13822	XCEL ENERGY	05/21/18	23,334.28
00723869	13822	XCEL ENERGY	05/21/18	183.32
00723870	13074	ALBERT FREI & SONS INC	05/22/18	89,553.02
00723871	9507	ALLIED RECYCLED AGGREGATES	05/22/18	36,156.24
00723872	8909	BRANNAN SAND & GRAVEL COMPANY	05/22/18	916.84
00723874	534975	EP&A ENVIROTAC INC	05/22/18	41,767.50
00723877	506641	JK TRANSPORTS INC	05/22/18	48,394.64
00723883	13082	W L CONTRACTORS INC	05/22/18	7,012.27
00723897	12812	GROUND ENGINEERING CONSULTANTS	05/23/18	1,137.50
00723972	12812	GROUND ENGINEERING CONSULTANTS	05/25/18	7,447.50
00723994	595135	ULTEIG ENGINEERS INC	05/25/18	33,777.11

Fund Total

296,306.59

## 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>
00723666	639937	AMOS ERIN	05/18/18	1,129.17
00723684	86298	BERG HILL GREENLEAF & RUSCITTI	05/18/18	9,202.32
00723687	419839	CAREHERE LLC	05/18/18	45,041.74
00723688	17565	COLO FRAME & SUSPENSION	05/18/18	9,520.56
00723689	13297	COLO STATE TREASURER	05/18/18	33,009.93
00723705	174580	MILE HIGH FITNESS	05/18/18	1,540.00
00723826	34969	FITNESS TECH	05/21/18	550.00
00723840	10449	SIR SPEEDY	05/21/18	48.40
00723911	11552	VISION SERVICE PLAN-CONNECTICU	05/23/18	116.00
00723912	11552	VISION SERVICE PLAN-CONNECTICU	05/23/18	18,624.66
00723913	11552	VISION SERVICE PLAN-CONNECTICU	05/23/18	1,161.49
00723914	11552	VISION SERVICE PLAN-CONNECTICU	05/23/18	168.75
00723930	13771	JOE'S TOWING & RECOVERY	05/24/18	154.00
00723931	94481	LONGMONT FORD	05/24/18	1,272.64
00723965	2157	COLO OCCUPATIONAL MEDICINE PHY	05/25/18	1,555.00
00723969	541231	FINELINE GRAPHICS	05/25/18	213.25
<b>Fund Total</b>				<b>123,307.91</b>



County of Adams  
Net Warrants by Fund Detail

<u>20</u>		<u>Developmentally Disabled</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00724027	3313	NORTH METRO COMMUNITY SERVICES	05/25/18	422,605.00	
Fund Total				422,605.00	

County of Adams  
Net Warrants by Fund Detail

<u>24</u>		<u>Conservation Trust Fund</u>			
<u>Warrant</u>		<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00723991		266133	STREAM DESIGN LLC	05/25/18	11,221.23
Fund Total					11,221.23

County of Adams  
Net Warrants by Fund Detail

<u>28</u>		<u>Open Space Sales Tax Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00723919	39402	BIRD CONSERVANCY OF THE ROCKIE	05/24/18	20,408.98	
<b>Fund Total</b>				<b>20,408.98</b>	

## Net Warrants by Fund Detail

31Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00723703	79121	MEADOW GOLD DAIRY	05/18/18	425.60
00723721	13770	SYSCO DENVER	05/18/18	237.18
00723822	327914	CESCO LINGUISTIC SERVICE INC	05/21/18	715.84
00723921	37266	CENTURY LINK	05/24/18	169.45
00723926	434213	HAGER MICHAEL	05/24/18	100.01
00723943	311839	SMITH DIANA	05/24/18	34.50
00723945	13770	SYSCO DENVER	05/24/18	2,696.26
00723948	31360	WESTMINSTER PRESBYTERIAN CHURC	05/24/18	2,137.86
00724004	327914	CESCO LINGUISTIC SERVICE INC	05/25/18	102.50
<b>Fund Total</b>				<b>6,619.20</b>

## Net Warrants by Fund Detail

34Comm Services Blk Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00723669	190240	ECPAC	05/18/18	113.05
00723670	711907	HUDSON REAL ESTATE	05/18/18	700.00
00723681	177364	WESTBURY APARTMENTS	05/18/18	529.00
00723925	689894	ETHIOPIAN COMMUNITY DEVELOPMEN	05/24/18	1,345.34
00724025	716956	MURPHY PHILLIPPI	05/25/18	900.00
00724049	13822	XCEL ENERGY	05/25/18	1,064.79
<b>Fund Total</b>				<b>4,652.18</b>

## Net Warrants by Fund Detail

35

Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00723766	711181	BALDERAS ISAAC	05/21/18	80.00
00723768	711308	BENALLY BRYCE	05/21/18	80.00
00723780	711899	HERNANDEZ JANELA	05/21/18	20.00
00723784	711307	MANCINAS VARGAS JOSE	05/21/18	20.00
00723790	659286	PAREDES CINDY	05/21/18	20.00
00723797	711900	RIEDEL MACKENZIE	05/21/18	20.00
00723804	709211	TERRELL ETHAN	05/21/18	40.00
00723805	711904	TRUJILLO DEAN	05/21/18	20.00
00723970	645599	GALVAN MONICA	05/25/18	25.00
00723974	716066	HILL TERA	05/25/18	80.00
00723978	716067	LEATHERWOOD BRAYLEE	05/25/18	25.00
00723982	525687	MORTON MIKAYLA	05/25/18	40.00
00723997	8076	VERIZON WIRELESS	05/25/18	460.25
<b>Fund Total</b>				<b>930.25</b>

## Net Warrants by Fund Detail

43Front Range Airport

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00723962	2381	COLO ANALYTICAL LABORATORY	05/25/18	19.00
00723989	33604	STATE OF COLORADO	05/25/18	821.00
00723990	33604	STATE OF COLORADO	05/25/18	11.86
00723998	80279	VERIZON WIRELESS	05/25/18	474.28
00724015	591915	FISCHER DALE	05/25/18	706.50
00724026	582469	NORLOFF RICHARD W	05/25/18	9,155.70
00724029	443757	NRG DGPV FUND 1 LLC	05/25/18	517.75
00724030	443757	NRG DGPV FUND 1 LLC	05/25/18	1,143.20
00724031	443757	NRG DGPV FUND 1 LLC	05/25/18	713.99
00724032	443757	NRG DGPV FUND 1 LLC	05/25/18	523.18
<b>Fund Total</b>				<b>14,086.46</b>

County of Adams  
Net Warrants by Fund Detail

94	Sheriff Payables				
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00723772	95935	CLERK OF THE COUNTY COURT	05/21/18	1,013.51
	00723773	33480	COLO BUREAU OF INVESTIGATION	05/21/18	11,890.00
	00723774	92474	COLO DEPT OF HUMAN SERVICES	05/21/18	908.51
	00723775	44915	COLO JUDICIAL DEPT	05/21/18	129.00
	Fund Total				13,941.02



County of Adams  
Net Warrants by Fund Detail

Grand Total 2,722,615.82

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	927155	307938	05/23/18	434.15
					Account Total	434.15
					Department Total	434.15

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

<u>4303</u>	<u>Airport FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Licenses and Fees					
	STATE OF COLORADO	00043	927115	307923	05/23/18	.61
					Account Total	.61
	Telephone					
	VERIZON WIRELESS	00043	927155	307938	05/23/18	40.13
					Account Total	40.13
	Transient Hanger Expense					
	FISCHER DALE	00043	927275	308078	05/24/18	706.50
	NORLOFF RICHARD W	00043	927276	308078	05/24/18	9,155.70
					Account Total	9,862.20
					Department Total	9,902.94

County of Adams  
Vendor Payment Report

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	NRG DGPV FUND 1 LLC	00043	927277	308078	05/24/18	517.75
	NRG DGPV FUND 1 LLC	00043	927278	308078	05/24/18	1,143.20
	NRG DGPV FUND 1 LLC	00043	927279	308078	05/24/18	713.99
	NRG DGPV FUND 1 LLC	00043	927280	308078	05/24/18	523.18
					Account Total	2,898.12
					Department Total	2,898.12

County of Adams  
Vendor Payment Report

<u>2051</u>	<u>ANS - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Animal Control/Shelter					
	BURRELL REYNA	00001	927153	307937	05/23/18	20.00
	CROWE JOSEPH	00001	927363	308190	05/25/18	200.00
	MEYERS JACKIE	00001	927152	307937	05/23/18	50.00
	SINGLETON STACEY	00001	927364	308190	05/25/18	100.00
					Account Total	370.00
					Department Total	370.00

County of Adams  
Vendor Payment Report

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Legal Notices					
	COLORADO COMMUNITY MEDIA	00001	926916	307689	05/21/18	10.28
					Account Total	10.28
	Travel & Transportation					
	CCI	00001	926914	307685	05/21/18	350.00
	CCI	00001	926915	307685	05/21/18	350.00
					Account Total	700.00
					Department Total	710.28

County of Adams  
Vendor Payment Report

<u>4</u>	<u>Capital Facilities Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	NORTH WESTERN ELECTRICAL CORPO	00004	926612	307467	05/17/18	7,295.00
					Account Total	7,295.00
					Department Total	7,295.00

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

<u>9275</u>	<u>Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	CACCB	00001	926660	307471	05/17/18	240.00
					Account Total	240.00
	Mileage Reimbursements					
	ANGELL LINDA S	00001	926849	307613	05/18/18	81.70
	TORGENSEN BETH	00001	926848	307613	05/18/18	144.53
					Account Total	226.23
	Travel & Transportation					
	PAQUET KATHY	00001	926661	307471	05/17/18	52.00
	STUTZMAN DEBORAH	00001	926666	307471	05/17/18	52.00
	TORGENSEN BETH	00001	926664	307471	05/17/18	52.00
	WHITE SUSAN	00001	926663	307471	05/17/18	52.00
					Account Total	208.00
					Department Total	674.23



County of Adams  
Vendor Payment Report

<u>24</u>	<u>Conservation Trust Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	STREAM DESIGN LLC	00024	927302	308176	05/25/18	11,221.23
					Account Total	11,221.23
					Department Total	11,221.23

County of Adams  
Vendor Payment Report

<u>2055</u>	<u>Control/Enforcement</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	NORTHSIDE EMERGENCY PET CLINIC	00001	926669	307473	05/17/18	50.00
	NORTHSIDE EMERGENCY PET CLINIC	00001	926670	307473	05/17/18	50.00
					Account Total	100.00
					Department Total	100.00

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>
	Operating Supplies					
	MELONAKIS PATRICIA	00001	926594	307384	05/16/18	68.28
					Account Total	68.28
					Department Total	68.28

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>
	Operating Supplies					
	SHRED IT USA LLC	00001	926481	307267	05/15/18	195.13
					Account Total	195.13
					Department Total	195.13

County of Adams  
Vendor Payment Report

<u>1012</u>	<u>County Manager</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	CCI	00001	927025	307787	05/22/18	450.00
					Account Total	450.00
					Department Total	450.00

County of Adams  
Vendor Payment Report

<u>1031</u>	<u>County Treasurer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	METRONORTH CHAMBER OF COMMERCE	00001	926559	307372	05/16/18	1,000.00
					Account Total	1,000.00
					Department Total	1,000.00

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					
	COLO OCCUPATIONAL MEDICINE PHY	00019	926480	307267	05/15/18	<u>1,555.00</u>
					Account Total	<u>1,555.00</u>
					Department Total	<u><u>1,555.00</u></u>

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

<u>1022</u>	<u>CLK Elections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	ELECTION CENTER INC THE	00001	926714	307486	05/17/18	650.00
					Account Total	650.00
	Postage & Freight					
	US POSTMASTER	00001	926561	307375	05/16/18	286.00
	US POSTMASTER	00001	926562	307376	05/16/18	286.00
					Account Total	572.00
	Travel & Transportation					
	AMOS ERIN	00001	926712	307486	05/17/18	222.00
	JACKSON JULIE	00001	926732	307486	05/17/18	222.00
					Account Total	444.00
					Department Total	1,666.00



**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>
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	926707	307486	05/17/18	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	926708	307486	05/17/18	17.19
	ALSCO AMERICAN INDUSTRIAL	00001	926709	307486	05/17/18	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	926710	307486	05/17/18	17.19
	ALSCO AMERICAN INDUSTRIAL	00001	926711	307486	05/17/18	17.19
	PPS INTERIORS	00001	927164	308034	05/24/18	586.00
					Account Total	682.87
	Security Service					
	ALLIED UNIVERSAL SECURITY SERV	00001	926704	307486	05/17/18	1,863.84
	ALLIED UNIVERSAL SECURITY SERV	00001	926705	307486	05/17/18	1,690.44
	ALLIED UNIVERSAL SECURITY SERV	00001	926706	307486	05/17/18	1,866.08
					Account Total	5,420.36
	Travel & Transportation					
	ELLARS SARA	00001	926715	307486	05/17/18	228.00
	ELLARS SARA	00001	926716	307486	05/17/18	169.00
	ELLARS SARA	00001	926719	307486	05/17/18	326.00
	ELLARS SARA	00001	926720	307486	05/17/18	228.00
	ELLARS SARA	00001	926723	307486	05/17/18	148.00
	ELLARS SARA	00001	926725	307486	05/17/18	80.00
	ERVIN STACY	00001	926727	307486	05/17/18	228.00
	ERVIN STACY	00001	926730	307486	05/17/18	283.00
	RODRIGUEZ JODY	00001	926737	307486	05/17/18	261.00
	RODRIGUEZ JODY	00001	926739	307486	05/17/18	283.00
					Account Total	2,234.00
					Department Total	8,337.23

County of Adams  
Vendor Payment Report

<u>1021</u>	<u>CLK Recording</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	PIONEER TECHNOLOGY GROUP LLC	00001	926736	307486	05/17/18	348.00
					Account Total	348.00
	Travel & Transportation					
	BRIM ERIN	00001	926713	307486	05/17/18	180.00
	MARTIN STAN	00001	926734	307486	05/17/18	180.00
	SAUR JESSICA	00001	926741	307486	05/17/18	180.00
					Account Total	540.00
					Department Total	888.00

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

<u>951016</u>	<u>CSBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ECPAC	00034	926678	307482	05/11/18	113.05
	ETHIOPIAN COMMUNITY DEVELOPMEN	00034	926946	307694	05/21/18	1,345.34
					Account Total	1,458.39
	Other Professional Serv					
	HUDSON REAL ESTATE	00034	926677	307482	05/11/18	700.00
	MURPHY PHILIPP	00034	927349	308195	05/25/18	900.00
	WESTBURY APARTMENTS	00034	926676	307482	05/11/18	529.00
	XCEL ENERGY	00034	927350	308195	05/25/18	1,064.79
					Account Total	3,193.79
					Department Total	4,652.18

County of Adams  
Vendor Payment Report

<u>20</u>	<u>Developmentally Disabled</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	NORTH METRO COMMUNITY SERVICES	00020	927313	308189	05/25/18	422,605.00
					Account Total	422,605.00
					Department Total	422,605.00

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

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	COLO DIST ATTORNEY COUNCIL	00001	926817	307604	05/18/18	31.86
					Account Total	31.86
	Court Reporting Transcripts					
	HART JULIE	00001	926819	307604	05/18/18	90.00
	LUSE DEBBIE	00001	927212	308060	05/24/18	57.00
	MATTIE BRIAN S	00001	926822	307604	05/18/18	576.00
	MAZE AMANDA	00001	926823	307604	05/18/18	213.00
	WAGNER GEORGIA C	00001	927213	308060	05/24/18	30.00
					Account Total	966.00
	Mileage Reimbursements					
	GLADER JONATHAN D	00001	926818	307604	05/18/18	20.72
	LEUNG CASPAR	00001	926821	307604	05/18/18	23.54
	PEREZ ASHLY	00001	926824	307604	05/18/18	16.80
					Account Total	61.06
	Other Communications					
	GOVERNOR'S OFFICE OF IT	00001	927309	308187	05/25/18	820.70
					Account Total	820.70
	Other Professional Serv					
	DISTRICT COURT OF FIRST CIRCUIT	00001	927310	308187	05/25/18	20.00
	JEFFERSON COUNTY TREASURER	00001	927311	308187	05/25/18	140.00
	JEFFERSON COUNTY TREASURER	00001	927311	308187	05/25/18	140.00
					Account Total	300.00
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFICE	00001	926816	307604	05/18/18	38.91
	ADCO DISTRICT ATTORNEY'S OFFICE	00001	926816	307604	05/18/18	124.85
	ADCO DISTRICT ATTORNEY'S OFFICE	00001	926816	307604	05/18/18	54.88
	ADCO DISTRICT ATTORNEY'S OFFICE	00001	926816	307604	05/18/18	33.32
	ADCO DISTRICT ATTORNEY'S OFFICE	00001	927211	308060	05/24/18	4.90
	ADCO DISTRICT ATTORNEY'S OFFICE	00001	927211	308060	05/24/18	121.81
	ADCO DISTRICT ATTORNEY'S OFFICE	00001	927211	308060	05/24/18	49.00
	ADCO DISTRICT ATTORNEY'S OFFICE	00001	927211	308060	05/24/18	128.58
	ADCO DISTRICT ATTORNEY'S OFFICE	00001	927308	308187	05/25/18	273.02
	KEMP JOHN MCIVER	00001	927312	308187	05/25/18	139.16

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>
Account Total						968.43
Department Total						3,148.05

County of Adams  
Vendor Payment Report

<u>7041</u>	<u>Economic Development Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	CLARK DOUGLAS	00001	927315	308190	05/25/18	40.44
					Account Total	40.44
	Travel & Transportation					
	CLARK DOUGLAS	00001	927314	308190	05/25/18	5.20
					Account Total	5.20
					Department Total	45.64

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

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ABRA AUTO BODY & GLASS	00006	926825	307612	05/18/18	353.51
	ABRA AUTO BODY & GLASS	00006	926826	307612	05/18/18	160.00
	ABRA AUTO BODY & GLASS	00006	926827	307612	05/18/18	182.58
	ABRA AUTO BODY & GLASS	00006	926828	307612	05/18/18	160.00
	ABRA AUTO BODY & GLASS	00006	926829	307612	05/18/18	160.00
	AUTONATION FORD LITTLETON	00006	927298	308167	05/25/18	39,534.00
	AUTONATION FORD LITTLETON	00006	927298	308167	05/25/18	1,570.00
	AUTONATION FORD LITTLETON	00006	927299	308167	05/25/18	39,534.00
	AUTONATION FORD LITTLETON	00006	927299	308167	05/25/18	1,570.00
	AUTONATION FORD LITTLETON	00006	927300	308167	05/25/18	42,059.00
	AUTONATION FORD LITTLETON	00006	927300	308167	05/25/18	1,570.00
	DELLENBACH MOTORS	00006	926622	307467	05/17/18	33,832.00
	DELLENBACH MOTORS	00006	926635	307467	05/17/18	33,832.00
	LARRY H MILLER FORD LAKEWOOD	00006	926621	307467	05/17/18	28,065.00
	SAM HILL OIL INC	00006	926619	307467	05/17/18	1,776.26
	SAM HILL OIL INC	00006	926620	307467	05/17/18	22,980.90
	SAM HILL OIL INC	00006	927295	308167	05/25/18	16,096.63
	SAM HILL OIL INC	00006	927296	308167	05/25/18	8,370.80
	SAM HILL OIL INC	00006	927297	308167	05/25/18	1,972.95
	SUN ENTERPRISES INC	00006	926830	307612	05/18/18	22,100.00
	SUN ENTERPRISES INC	00006	926830	307612	05/18/18	22,100.00
	SUN ENTERPRISES INC	00006	926830	307612	05/18/18	22,100.00
	WIRELESS ADVANCED COMMUNICATIO	00006	926846	307612	05/18/18	6,050.57
					Account Total	346,130.20
					Department Total	346,130.20



County of Adams  
Vendor Payment Report

<u>9241</u>	<u>Extension- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	UHING CHRISTOPHER	00001	926236	307082	05/11/18	72.98
					Account Total	72.98
					Department Total	72.98

County of Adams  
Vendor Payment Report

<u>6031</u>	<u>Extension- Soil Conservation</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	TUCKER JENNIFER	00001	927129	307928	05/23/18	393.76
	TUCKER JENNIFER	00001	927131	307928	05/23/18	459.98
					Account Total	853.74
					Department Total	853.74

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

<u>9244</u>	<u>Extension- 4-H/Youth</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	HURDELBRINK JULIA	00001	927128	307928	05/23/18	51.23
	KIMMEL KENZIE NICOLE	00001	926237	307082	05/11/18	76.30
	KIMMEL KENZIE NICOLE	00001	926238	307082	05/11/18	319.15
					Account Total	446.68
	Operating Supplies					
	CSU UNIVERSITY RESOURCE CTR	00001	927127	307928	05/23/18	34.55
					Account Total	34.55
					Department Total	481.23

County of Adams  
Vendor Payment Report

<u>5025</u>	<u>Facilities Club House Maint.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	AAA PEST PROS	00005	926589	307380	05/16/18	35.00
					Account Total	35.00
					Department Total	35.00

**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>
	Business Meetings					
	CHERNYAK DMITRIY	00001	927040	307790	05/22/18	100.16
					Account Total	100.16
	Education & Training					
	CHERNYAK DMITRIY	00001	927038	307790	05/22/18	487.00
					Account Total	487.00
	Mileage Reimbursements					
	CHERNYAK DMITRIY	00001	927035	307790	05/22/18	11.77
	CHERNYAK DMITRIY	00001	927036	307790	05/22/18	5.89
	HA MARY N	00001	927103	307918	05/23/18	74.15
					Account Total	91.81
					Department Total	678.97

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

<u>1017</u>	<u>Finance Purchasing</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	NIGP	00001	926850	307613	05/18/18	940.00
	NIGP	00001	926851	307613	05/18/18	940.00
					Account Total	1,880.00
	Travel & Transportation					
	BONASERA BETHANY	00001	927281	308079	05/24/18	101.00
	ELLIS HEIDI	00001	927222	308042	05/24/18	101.00
	TIERNEY JENNIFER	00001	927282	308079	05/24/18	101.00
					Account Total	303.00
					Department Total	2,183.00

County of Adams  
Vendor Payment Report

<u>9111</u>	<u>Fleet- Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Radio Repairs/ Cell Phones					
	ACS MANAGEMENT LLC	00006	927060	307817	05/22/18	338.40
					Account Total	338.40
					Department Total	338.40

County of Adams  
Vendor Payment Report

9114	Fleet- Commerce	Fund	Voucher	Batch No	GL Date	Amount
	Tools Reimbursement					
	SMITH JAVON D	00006	927061	307817	05/22/18	12.36
					Account Total	12.36
	Vehicle Repair & Maint					
	HRT ENTERPRISES LLC	00006	927059	307817	05/22/18	65.00
					Account Total	65.00
					Department Total	77.36



County of Adams  
Vendor Payment Report

<u>43</u>	<u>Front Range Airport</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00043	927115	307923	05/23/18	820.39
	STATE OF COLORADO	00043	927117	307923	05/23/18	11.86
					Account Total	832.25
					Department Total	832.25

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

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	BENNETT TOWN OF	00001	926582	307380	05/16/18	1,500.00
	CHAMBERS HOLDINGS LLC	00001	927274	308075	05/24/18	14,731.55
	IC CHAMBERS LP	00001	927160	308034	05/24/18	6,586.82
	WESTAR REAL PROPERTY SERVICES	00001	927163	308034	05/24/18	14,706.36
					Account Total	37,524.73
	Maintenance Contracts					
	AAA PEST PROS	00001	926589	307380	05/16/18	200.00
					Account Total	200.00
	Mileage Reimbursements					
	SCHLINDWEIN MARK	00001	926577	307380	05/16/18	59.62
					Account Total	59.62
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8413	00001	926777	307579	05/02/18	72.20
					Account Total	72.20
					Department Total	37,856.55

**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=8402	00001	926771	307579	05/02/18	404.85
	Energy Cap Bill ID=8406	00001	926772	307579	05/01/18	291.42
					Account Total	696.27
	Maintenance Contracts					
	AAA PEST PROS	00001	926589	307380	05/16/18	80.00
					Account Total	80.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8414	00001	926773	307579	05/01/18	231.10
					Account Total	231.10
					Department Total	1,007.37

County of Adams  
Vendor Payment Report

<u>1113</u>	<u>FO - Children &amp; Family Service</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	US ENGINEERING COMPANY	00001	927162	308034	05/24/18	1,896.45
					Account Total	1,896.45
	Maintenance Contracts					
	AAA PEST PROS	00001	926589	307380	05/16/18	40.00
					Account Total	40.00
					Department Total	1,936.45

**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>
	Gas & Electricity					
	Energy Cap Bill ID=8410	00001	926765	307579	05/04/18	3,743.62
					Account Total	3,743.62
	Maintenance Contracts					
	AAA PEST PROS	00001	926589	307380	05/16/18	60.00
	COLO DEPT OF LABOR & EMPLOYME	00001	927158	308034	05/24/18	30.00
					Account Total	90.00
					Department Total	3,833.62

County of Adams  
Vendor Payment Report

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	926589	307380	05/16/18	60.00
	MILE HIGH TREE CARE INC	00001	926580	307380	05/16/18	4,000.00
					Account Total	4,060.00
					Department Total	4,060.00

County of Adams  
Vendor Payment Report

<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00050	926589	307380	05/16/18	40.00
					Account Total	40.00
					Department Total	40.00

**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					
	FEDERAL HEATING INC	00001	926588	307380	05/16/18	1,291.22
	NORTH WESTERN ELECTRICAL CORPO	00001	927165	308034	05/24/18	1,295.00
					Account Total	2,586.22
	Maintenance Contracts					
	AAA PEST PROS	00001	926589	307380	05/16/18	145.00
					Account Total	145.00
	Water/Sewer/Sanitation					
	AMERIGAS DENVER 1012	00001	926587	307380	05/16/18	1,200.28
					Account Total	1,200.28
					Department Total	3,931.50



County of Adams  
Vendor Payment Report

<u>1070</u>	<u>FO - Honnen/Plan&amp;Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8415	00001	926769	307579	05/02/18	1,211.13
					Account Total	1,211.13
	Maintenance Contracts					
	AAA PEST PROS	00001	926589	307380	05/16/18	160.00
					Account Total	160.00
					Department Total	1,371.13

County of Adams  
Vendor Payment Report

<u>1067</u>	<u>FO - Human Service Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	926589	307380	05/16/18	50.00
					Account Total	50.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8404	00001	926766	307579	05/04/18	387.94
					Account Total	387.94
					Department Total	437.94

County of Adams  
Vendor Payment Report

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	MORENO DENNIS	00001	927159	308034	05/24/18	4,428.57
					Account Total	4,428.57
	Maintenance Contracts					
	AAA PEST PROS	00001	926589	307380	05/16/18	110.00
	MILE HIGH TREE CARE INC	00001	926586	307380	05/16/18	1,500.00
					Account Total	1,610.00
					Department Total	6,038.57

County of Adams  
Vendor Payment Report

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	FENCE CONSULTING SERVICES	00001	927161	308034	05/24/18	747.50
					Account Total	747.50
	Maintenance Contracts					
	AAA PEST PROS	00001	926589	307380	05/16/18	325.00
					Account Total	325.00
					Department Total	1,072.50

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

<u>1072</u>	<u>FO - West Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	PPS INTERIORS	00001	926578	307380	05/16/18	1,451.00
					Account Total	1,451.00
	Gas & Electricity					
	Energy Cap Bill ID=8407	00001	926770	307579	04/27/18	6,666.14
					Account Total	6,666.14
	Maintenance Contracts					
	AAA PEST PROS	00001	926589	307380	05/16/18	40.00
	TYCO WESTFIRE	00001	926579	307380	05/16/18	450.00
	TYCO WESTFIRE	00001	926585	307380	05/16/18	951.15
					Account Total	1,441.15
					Department Total	9,558.29

County of Adams  
Vendor Payment Report

<u>1076</u>	<u>FO-Adams County Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	926589	307380	05/16/18	65.00
					Account Total	65.00
					Department Total	65.00

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

<u>1069</u>	<u>FO-Animal Shelter Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8403	00001	926767	307579	05/02/18	1,892.88
					Account Total	1,892.88
	Maintenance Contracts					
	AAA PEST PROS	00001	926589	307380	05/16/18	55.00
					Account Total	55.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8405	00001	926768	307579	05/04/18	783.06
					Account Total	783.06
					Department Total	2,730.94

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>
	Gas & Electricity					
	Energy Cap Bill ID=8401	00001	926779	307579	05/02/18	3,802.43
					Account Total	3,802.43
	Maintenance Contracts					
	AAA PEST PROS	00001	926589	307380	05/16/18	55.00
					Account Total	55.00
					Department Total	3,857.43



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

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ADAMSON POLICE PRODUCTS	00001	926744	307485	05/17/18	3,875.00
	ALLIED UNIVERSAL SECURITY SERV	00001	926680	307485	05/17/18	16,774.19
	AMERICAN EAGLE DISTRIBUTING	00001	927119	307926	05/23/18	236.00
	BERG HILL GREENLEAF & RUSCITTI	00001	926649	307467	05/17/18	9,202.32
	BI INCORPORATED	00001	926485	307269	05/15/18	3,478.51
	BLACK ROOFING INC	00001	927291	308167	05/25/18	5,243.00
	BOB BARKER COMPANY	00001	926487	307269	05/15/18	15,723.50
	CELLEBRITE USA INC	00001	927076	307911	05/23/18	6,785.00
	CHEMATOX LABORATORY INC	00001	926489	307269	05/15/18	280.00
	CHEMATOX LABORATORY INC	00001	926491	307269	05/15/18	335.00
	CI TECHNOLOGIES	00001	927116	307911	05/23/18	4,692.00
	CINTAS CORPORATION #66	00001	927144	307935	05/23/18	142.24
	CINTAS CORPORATION #66	00001	927146	307935	05/23/18	142.24
	COLO DIST ATTORNEY COUNCIL	00001	927287	308167	05/25/18	2,983.20
	COMCOR INC	00001	926834	307612	05/18/18	169.92
	COMMUNITY REACH CENTER	00001	926681	307485	05/17/18	42,247.75
	COMMUNITY REACH CENTER	00001	926682	307485	05/17/18	11,760.00
	CORRECTIONAL MANAGEMENT INC	00001	926835	307612	05/18/18	1,364.10
	DENOVO VENTURES LLC	00001	926763	307574	05/18/18	5,687.50
	DOMINION VOTING SYSTEMS INC	00001	926616	307467	05/17/18	61,530.00
	ELMRIDGE PROTECTION PRODUCTS	00001	926492	307269	05/15/18	15,210.60
	EMR ENTERPRISES LLC	00001	927065	307819	05/22/18	55,600.00
	ENVIRONMENTAL SYSTEMS RESEARCH	00001	927214	308064	05/24/18	1,000.00
	ESRI INC	00001	927121	307926	05/23/18	17,500.00
	EVOQUA WATER TECHNOLOGIES LLC	00001	926614	307467	05/17/18	10,084.09
	FEDERAL HEATING INC	00001	926610	307467	05/17/18	9,944.00
	GALLS LLC	00001	926683	307485	05/17/18	161.85
	GALLS LLC	00001	926684	307485	05/17/18	23.07
	GALLS LLC	00001	926684	307485	05/17/18	137.78
	GALLS LLC	00001	926685	307485	05/17/18	95.95
	GALLS LLC	00001	926686	307485	05/17/18	48.95
	GALLS LLC	00001	926687	307485	05/17/18	448.70
	GALLS LLC	00001	926688	307485	05/17/18	601.29
	GALLS LLC	00001	926689	307485	05/17/18	48.95
	GALLS LLC	00001	926690	307485	05/17/18	386.12

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

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	GALLS LLC	00001	926691	307485	05/17/18	650.60
	GALLS LLC	00001	926692	307485	05/17/18	155.95
	GALLS LLC	00001	926693	307485	05/17/18	119.95
	GALLS LLC	00001	926694	307485	05/17/18	164.00
	GALLS LLC	00001	926695	307485	05/17/18	269.75
	GALLS LLC	00001	926696	307485	05/17/18	991.90
	GALLS LLC	00001	926697	307485	05/17/18	269.95
	GALLS LLC	00001	926698	307485	05/17/18	171.90
	GALLS LLC	00001	926699	307485	05/17/18	571.88
	GALLS LLC	00001	926700	307485	05/17/18	488.80
	GALLS LLC	00001	926781	307585	05/18/18	119.95
	GALLS LLC	00001	926782	307585	05/18/18	146.00
	GALLS LLC	00001	926783	307585	05/18/18	97.90
	GALLS LLC	00001	926784	307585	05/18/18	51.95
	GALLS LLC	00001	926785	307585	05/18/18	119.95
	GALLS LLC	00001	926786	307585	05/18/18	97.90
	GALLS LLC	00001	926787	307585	05/18/18	884.85
	GALLS LLC	00001	926789	307585	05/18/18	1,798.00
	GALLS LLC	00001	926790	307585	05/18/18	1,930.13
	GALLS LLC	00001	926791	307585	05/18/18	4,419.15
	GALLS LLC	00001	926792	307585	05/18/18	3,418.00
	GALLS LLC	00001	926793	307585	05/18/18	51.95
	GALLS LLC	00001	926794	307585	05/18/18	264.66
	GALLS LLC	00001	926795	307585	05/18/18	267.99
	GALLS LLC	00001	926796	307585	05/18/18	97.90
	GALLS LLC	00001	926797	307585	05/18/18	109.90
	GALLS LLC	00001	926798	307585	05/18/18	176.90
	GALLS LLC	00001	926799	307585	05/18/18	183.30
	GALLS LLC	00001	926800	307585	05/18/18	6.95
	GALLS LLC	00001	926801	307585	05/18/18	97.90
	GALLS LLC	00001	926802	307585	05/18/18	269.95
	GALLS LLC	00001	926803	307585	05/18/18	145.80
	GALLS LLC	00001	926804	307585	05/18/18	189.93
	GALLS LLC	00001	926805	307585	05/18/18	56.95
	GALLS LLC	00001	926806	307585	05/18/18	48.95
	GALLS LLC	00001	926807	307585	05/18/18	46.08

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

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	GALLS LLC	00001	926808	307585	05/18/18	186.47
	GALLS LLC	00001	926809	307585	05/18/18	225.84
	GALLS LLC	00001	926810	307585	05/18/18	128.80
	GALLS LLC	00001	926810	307585	05/18/18	310.82
	GALLS LLC	00001	926810	307585	05/18/18	477.30
	GALLS LLC	00001	926810	307585	05/18/18	319.82
	GALLS LLC	00001	927110	307911	05/23/18	1,723.50
	GALLS LLC	00001	927110	307911	05/23/18	1,723.50
	GALLS LLC	00001	927112	307911	05/23/18	2,342.80
	GALLS LLC	00001	927112	307911	05/23/18	351.72
	GALLS LLC	00001	927112	307911	05/23/18	81.18
	GALLS LLC	00001	927112	307911	05/23/18	143.28
	GALLS LLC	00001	927112	307911	05/23/18	323.94
	GALLS LLC	00001	927112	307911	05/23/18	223.20
	GALLS LLC	00001	927112	307911	05/23/18	20.08
	GALLS LLC	00001	927112	307911	05/23/18	356.72
	GALLS LLC	00001	927113	307911	05/23/18	365.09
	GALLS LLC	00001	927113	307911	05/23/18	46.90
	GALLS LLC	00001	927113	307911	05/23/18	91.68
	GALLS LLC	00001	927114	307911	05/23/18	2,807.85
	GALLS LLC	00001	927118	307911	05/23/18	162.36
	GALLS LLC	00001	927118	307911	05/23/18	81.18
	GALLS LLC	00001	927118	307911	05/23/18	3,111.29
	GARFIELD COUNTY COMMUNITY CORR	00001	926833	307612	05/18/18	1,280.40
	GEO GROUP INC	00001	926831	307612	05/18/18	441.15
	GLOBAL TECHNOLOGY RESOURCES IN	00001	926604	307467	05/17/18	19,912.93
	HALLMARK INC	00001	927290	308167	05/25/18	49,703.00
	HALOGEN SOFTWARE INC	00001	927122	307926	05/23/18	1,050.00
	HILL'S PET NUTRITION SALES INC	00001	927143	307935	05/23/18	43.79
	IDEXX DISTRIBUTION INC	00001	927148	307935	05/23/18	1,323.14
	INSIGHT PUBLIC SECTOR	00001	926603	307467	05/17/18	2,920.98
	INTERVENTION COMMUNITY CORRECT	00001	926845	307612	05/18/18	1,835.24
	INTERVENTION COMMUNITY CORRECT	00001	926845	307612	05/18/18	695.08
	JACHIMIAK PETERSON LLC	00001	926988	307696	05/21/18	1,846.92
	JOHN DEERE COMPANY	00001	926788	307497	05/18/18	4,867.87
	K&H INTEGRATED PRINT SOLUTIONS	00001	926987	307696	05/21/18	12,374.25

## 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>
	K&H INTEGRATED PRINT SOLUTIONS	00001	926994	307696	05/21/18	11,939.80
	KD SERVICE GROUP	00001	926701	307485	05/17/18	523.18
	KD SERVICE GROUP	00001	926702	307485	05/17/18	674.17
	KD SERVICE GROUP	00001	927215	308064	05/24/18	2,347.21
	KD SERVICE GROUP	00001	927216	308064	05/24/18	274.75
	LARIMER COUNTY COMMUNITY CORRE	00001	926832	307612	05/18/18	253.20
	LEXIS NEXIS MATTHEW BENDER	00001	927077	307911	05/23/18	2,072.99
	LINX	00001	926703	307485	05/17/18	771.70
	LINX	00001	926703	307485	05/17/18	.17
	MCDONALD WATERPROOFING & RESTO	00001	927301	308176	05/25/18	2,888.00
	MEJORANDO GROUP	00001	926759	307574	05/18/18	3,035.43
	MEJORANDO GROUP	00001	926759	307574	05/18/18	3,035.43
	MICHELSON FOUND ANIMALS FOUNDA	00001	927147	307935	05/23/18	1,758.76
	MWI VETERINARY SUPPLY CO	00001	927137	307935	05/23/18	459.62
	MWI VETERINARY SUPPLY CO	00001	927138	307935	05/23/18	2,722.71
	MWI VETERINARY SUPPLY CO	00001	927139	307935	05/23/18	423.75
	MWI VETERINARY SUPPLY CO	00001	927141	307935	05/23/18	404.69
	NEPTUNE UNIFORMS AND EQUIPMENT	00001	926717	307485	05/17/18	2,194.00
	NICOLETTI-FLATER ASSOCIATES	00001	926718	307485	05/17/18	7,075.00
	NICOLETTI-FLATER ASSOCIATES	00001	926718	307485	05/17/18	300.00
	NICOLETTI-FLATER ASSOCIATES	00001	926718	307485	05/17/18	4,050.00
	NICOLETTI-FLATER ASSOCIATES	00001	926721	307485	05/17/18	4,465.00
	OLD VINE PINNACLE ASSOCIATES	00001	926605	307467	05/17/18	800.00
	OLD VINE PINNACLE ASSOCIATES	00001	926606	307467	05/17/18	800.00
	OLD VINE PINNACLE ASSOCIATES	00001	926607	307467	05/17/18	800.00
	OPENGOV INC	00001	926608	307467	05/17/18	25,000.00
	OPEX CORPORATION	00001	926991	307696	05/21/18	7,740.00
	ORACLE AMERICA INC	00001	927123	307926	05/23/18	1,925.82
	ORACLE AMERICA INC	00001	927124	307926	05/23/18	4,488.98
	PATTERSON VETERINARY SUPPLY IN	00001	927142	307935	05/23/18	843.00
	PATTERSON VETERINARY SUPPLY IN	00001	927149	307935	05/23/18	148.70
	PATTERSON VETERINARY SUPPLY IN	00001	927150	307935	05/23/18	287.66
	PERKINS COIE LLP	00001	926990	307696	05/21/18	6,128.50
	PITNEY BOWES RESERVE ACCOUNT	00001	927286	308167	05/25/18	15,000.00
	PRO FORCE LAW ENFORCEMENT	00001	927078	307911	05/23/18	3,394.00
	PRO FORCE LAW ENFORCEMENT	00001	927079	307911	05/23/18	739.67

**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>
	PRO TECH COMPUTER SYSTEMS INC	00001	926722	307485	05/17/18	630.00
	PRO TECH COMPUTER SYSTEMS INC	00001	926811	307585	05/18/18	4,996.00
	PTS OF AMERICA LLC	00001	926724	307485	05/17/18	1,753.00
	PTS OF AMERICA LLC	00001	926726	307485	05/17/18	563.00
	PTS OF AMERICA LLC	00001	926728	307485	05/17/18	913.00
	PTS OF AMERICA LLC	00001	926729	307485	05/17/18	995.00
	PTS OF AMERICA LLC	00001	926731	307485	05/17/18	647.00
	PTS OF AMERICA LLC	00001	926731	307485	05/17/18	448.00
	PTS OF AMERICA LLC	00001	926733	307485	05/17/18	1,019.00
	PTS OF AMERICA LLC	00001	926735	307485	05/17/18	652.00
	PTS OF AMERICA LLC	00001	926812	307585	05/18/18	995.00
	PTS OF AMERICA LLC	00001	927080	307911	05/23/18	764.00
	PUSH PEDAL PULL INC	00001	926738	307485	05/17/18	360.00
	RANDSTAD US LP	00001	927135	307935	05/23/18	762.55
	RECRUITING.COM	00001	926847	307612	05/18/18	510.00
	ROCKY MTN MICROFILM & IMAGING	00001	927081	307911	05/23/18	1,250.00
	SCHULTZ PUBLIC AFFAIRS LLC	00001	926636	307467	05/17/18	4,333.33
	SCYTL	00001	926617	307467	05/17/18	15,132.00
	SPACE CONCEPTS INC	00001	926740	307485	05/17/18	864.18
	STATE OF COLORADO	00001	926618	307467	05/17/18	294.58
	STATE OF COLORADO	00001	926618	307467	05/17/18	140.35
	SUMMIT FOOD SERVICE LLC	00001	926742	307485	05/17/18	5,240.59
	SUMMIT FOOD SERVICE LLC	00001	927217	308064	05/24/18	29,774.51
	SUMMIT FOOD SERVICE LLC	00001	927218	308064	05/24/18	29,197.46
	SUMMIT FOOD SERVICE LLC	00001	927219	308064	05/24/18	6,117.95
	SUMMIT FOOD SERVICE LLC	00001	927220	308064	05/24/18	5,317.75
	SUMMIT FOOD SERVICE LLC	00001	927221	308064	05/24/18	28,822.30
	SWIRE COCA-COLA USA	00001	927120	307926	05/23/18	43.60
	SWIRE COCA-COLA USA	00001	927288	308167	05/25/18	213.36
	SYSTEMS GROUP	00001	926611	307467	05/17/18	200.00
	SYSTEMS GROUP	00001	926613	307467	05/17/18	200.00
	T&G PECOS LLC	00001	927082	307911	05/23/18	1,800.00
	TIME TO CHANGE	00001	926843	307612	05/18/18	223,250.04
	TIME TO CHANGE	00001	926843	307612	05/18/18	17,669.52
	TIME TO CHANGE	00001	926844	307612	05/18/18	273,877.56
	TIME TO CHANGE	00001	926844	307612	05/18/18	8,320.14

## 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>
	TOSHIBA FINANCIAL SERVICES	00001	926493	307269	05/15/18	2,871.02
	TOSHIBA FINANCIAL SERVICES	00001	926493	307269	05/15/18	1,278.28
	TOSHIBA FINANCIAL SERVICES	00001	926493	307269	05/15/18	187.44
	TOSHIBA FINANCIAL SERVICES	00001	926493	307269	05/15/18	1,050.52
	TRANE US INC	00001	926780	307583	05/18/18	4,223.00
	TYGRETTE DEBRA R	00001	926743	307485	05/17/18	330.00
	TYGRETTE DEBRA R	00001	927085	307911	05/23/18	251.00
	TYLER TECHNOLOGIES INC	00001	927083	307911	05/23/18	1,000.00
	TYLER TECHNOLOGIES INC	00001	927084	307911	05/23/18	2,077.50
	TYLER TECHNOLOGIES INC	00001	927084	307911	05/23/18	422.50
	WILBUR-ELLIS COMPANY LLC	00001	926650	307467	05/17/18	2,083.30
	WILBUR-ELLIS COMPANY LLC	00001	926651	307467	05/17/18	698.30
	ZAYO GROUP HOLDINGS INC	00001	926652	307467	05/17/18	1,348.00
					Account Total	1,242,449.98
					Department Total	1,242,449.98

County of Adams  
Vendor Payment Report

9252	GF- Admin/Org Support	Fund	Voucher	Batch No	GL Date	Amount
	Membership Dues					
	COMMERCE CITY BUSINESS & PROF	00001	927170	308042	05/24/18	1,500.00
					Account Total	1,500.00
	Other Professional Serv					
	ADAMS COUNTY YOUTH INITIATIVE	00001	927169	308042	05/24/18	20,000.00
	ALLIANCE FOR INNOVATION INC	00001	927172	308042	05/24/18	5,100.00
					Account Total	25,100.00
					Department Total	26,600.00

**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					
	CESCO LINGUISTIC SERVICE INC	00031	926836	307612	05/18/18	114.00
	CESCO LINGUISTIC SERVICE INC	00031	926837	307612	05/18/18	95.00
	CESCO LINGUISTIC SERVICE INC	00031	926838	307612	05/18/18	98.00
	CESCO LINGUISTIC SERVICE INC	00031	926839	307612	05/18/18	127.57
	CESCO LINGUISTIC SERVICE INC	00031	926840	307612	05/18/18	221.27
	CESCO LINGUISTIC SERVICE INC	00031	926841	307612	05/18/18	60.00
	CESCO LINGUISTIC SERVICE INC	00031	927365	308202	05/25/18	102.50
	MEADOW GOLD DAIRY	00031	926637	307467	05/17/18	53.20
	MEADOW GOLD DAIRY	00031	926638	307467	05/17/18	66.50
	MEADOW GOLD DAIRY	00031	926639	307467	05/17/18	79.80
	MEADOW GOLD DAIRY	00031	926640	307467	05/17/18	39.90
	MEADOW GOLD DAIRY	00031	926641	307467	05/17/18	39.90
	MEADOW GOLD DAIRY	00031	926642	307467	05/17/18	146.30
	SYSCO DENVER	00031	926643	307467	05/17/18	237.18
					Account Total	1,481.12
					Department Total	1,481.12



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

<u>1015</u>	<u>Human Resources- Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Advertising					
	GOVERNMENTJOBS.COM INC	00001	927157	307943	05/23/18	3,000.00
					Account Total	3,000.00
	Tuition Reimbursement					
	CORTEZ-MENDEZ VERONICA	00001	927353	308199	05/25/18	692.09
	COX MICHELLE	00001	927357	308199	05/25/18	2,235.20
	MCDERMOTT HEATHER	00001	927356	308199	05/25/18	1,155.00
	MOLINA KRISTINE	00001	927352	308199	05/25/18	750.00
	RODRIGUEZ GABRIEL	00001	927355	308199	05/25/18	531.58
	TRAXLER TAMARA	00001	927354	308199	05/25/18	1,135.67
					Account Total	6,499.54
					Department Total	9,499.54

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

<u>1079</u>	<u>Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	HOWARD HUGHES HOOD CLEANING	00001	926583	307380	05/16/18	715.00
					Account Total	715.00
	Gas & Electricity					
	Energy Cap Bill ID=8400	00001	926774	307579	04/30/18	5,121.28
	Energy Cap Bill ID=8408	00001	926775	307579	04/27/18	7,889.50
	Energy Cap Bill ID=8409	00001	926776	307579	04/27/18	2,742.47
					Account Total	15,753.25
	Maintenance Contracts					
	AAA PEST PROS	00001	926589	307380	05/16/18	125.00
					Account Total	125.00
	Other Repair & Maint					
	PARK 12 HUNDRED OWNERS ASSOCIA	00001	926584	307380	05/16/18	12,252.00
					Account Total	12,252.00
	Repair & Maint Supplies					
	US ENGINEERING COMPANY	00001	926581	307380	05/16/18	860.00
					Account Total	860.00
					Department Total	29,705.25

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

<u>935118</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	WESTMINSTER PRESBYTERIAN CHURC	00031	926885	307669	05/21/18	2,137.86
					Account Total	2,137.86
	Food Supplies					
	SYSCO DENVER	00031	926883	307669	05/21/18	24.78
					Account Total	24.78
	Mileage Reimbursements					
	HAGER MICHAEL	00031	926881	307669	05/21/18	100.01
	SMITH DIANA	00031	926882	307669	05/21/18	34.50
					Account Total	134.51
	Telephone					
	CENTURY LINK	00031	926880	307669	05/21/18	169.45
					Account Total	169.45
					Department Total	2,466.60

County of Adams  
Vendor Payment Report

<u>935618</u>	<u>HS CACFP</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Food Supplies					
	SYSCO DENVER	00031	926883	307669	05/21/18	2,671.48
					Account Total	2,671.48
					Department Total	2,671.48

County of Adams  
Vendor Payment Report

8622	Insurance -Benefits & Wellness	Fund	Voucher	Batch No	GL Date	Amount
	Medical Services					
	FITNESS TECH	00019	926813	307600	05/18/18	275.00
	FITNESS TECH	00019	926814	307600	05/18/18	275.00
	SIR SPEEDY	00019	926815	307600	05/18/18	48.40
					Account Total	598.40
					Department Total	598.40

**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					
	CAREHERE LLC	00019	926760	307574	05/18/18	33.93
	CAREHERE LLC	00019	926760	307574	05/18/18	806.65
	CAREHERE LLC	00019	926760	307574	05/18/18	5,112.71
	CAREHERE LLC	00019	926760	307574	05/18/18	1,670.48
	CAREHERE LLC	00019	926760	307574	05/18/18	22,779.23
	CAREHERE LLC	00019	926761	307574	05/18/18	1,589.64
	CAREHERE LLC	00019	926761	307574	05/18/18	554.99
	CAREHERE LLC	00019	926761	307574	05/18/18	12,494.11
	COLO FRAME & SUSPENSION	00019	926615	307467	05/17/18	2,660.88
	COLO FRAME & SUSPENSION	00019	926644	307467	05/17/18	859.20
	COLO FRAME & SUSPENSION	00019	926645	307467	05/17/18	726.00
	COLO FRAME & SUSPENSION	00019	926646	307467	05/17/18	4,243.68
	COLO FRAME & SUSPENSION	00019	926647	307467	05/17/18	1,030.80
	COLO STATE TREASURER	00019	926762	307574	05/18/18	33,009.93
	JOE'S TOWING & RECOVERY	00019	927125	307926	05/23/18	154.00
	LONGMONT FORD	00019	927126	307926	05/23/18	1,272.64
	MILE HIGH FITNESS	00019	926764	307574	05/18/18	1,540.00
					Account Total	90,538.87
					Department Total	90,538.87

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					
	AMOS ERIN	00019	926754	307475	05/17/18	1,129.17
	FINELINE GRAPHICS	00019	926479	307267	05/15/18	213.25
					Account Total	1,342.42
					Department Total	1,342.42

County of Adams  
Vendor Payment Report

8623	Insurance- Vision	Fund	Voucher	Batch No	GL Date	Amount
	Self-Insurance Claims					
	VISION SERVICE PLAN-CONNECTICU	00019	927026	307787	05/22/18	116.00
	VISION SERVICE PLAN-CONNECTICU	00019	927027	307787	05/22/18	18,624.66
	VISION SERVICE PLAN-CONNECTICU	00019	927062	307818	05/22/18	168.75
					Account Total	18,909.41
					Department Total	18,909.41



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>
	Travel & Transportation					
	ALVARADO ABIMAEI DAVID	00001	926655	307471	05/17/18	195.00
	KIMBALL ROSS	00001	926659	307471	05/17/18	1,062.27
	SAUR JESSICA	00001	926657	307471	05/17/18	667.52
					Account Total	1,924.79
					Department Total	1,924.79

County of Adams  
Vendor Payment Report

<u>1056</u>	<u>IT Help Desk &amp; Servers</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	BEACH KEVIN	00001	927130	307929	05/23/18	199.60
					Account Total	199.60
					Department Total	199.60

County of Adams  
Vendor Payment Report

<u>1058</u>	<u>IT Network/Telecom</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	COMMUNICATION CONSTRUCTION & E	00001	926379	307170	05/14/18	2,390.00
					Account Total	2,390.00
	Telephone					
	TDS TELECOM	00001	926380	307170	05/14/18	840.01
	WINDSTREAM COMMUNICATIONS	00001	926435	307235	05/15/18	2,334.42
					Account Total	3,174.43
					Department Total	5,564.43

County of Adams  
Vendor Payment Report

<u>1019</u>	<u>Mailroom &amp; Dock</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	UNITED STATES POSTAL SERVICE	00001	926560	307374	05/16/18	1,260.00
	UNITED STATES POSTAL SERVICE	00001	927166	308035	05/24/18	56.35
					Account Total	1,316.35
					Department Total	1,316.35

County of Adams  
Vendor Payment Report

<u>1190</u>	<u>One-Stop Customer Service Cent</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	BUESGENS AMANDA	00001	926671	307475	05/18/18	35.00
					Account Total	35.00
					Department Total	35.00

County of Adams  
Vendor Payment Report

<u>6107</u>	<u>Open Space Projects</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00027	926575	307380	05/16/18	91.90
	UNITED POWER (UNION REA)	00027	926576	307380	05/16/18	33.98
					Account Total	125.88
					Department Total	125.88

County of Adams  
Vendor Payment Report

<u>6202</u>	<u>Open Space Tax- Grants</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	BIRD CONSERVANCY OF THE ROCKIE	00028	926995	307772	05/22/18	20,408.98
					Account Total	20,408.98
					Department Total	20,408.98

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>
	Gas & Electricity					
	Energy Cap Bill ID=8399	00001	926778	307579	04/25/18	43.77
					Account Total	43.77
	Maintenance Contracts					
	AAA PEST PROS	00001	926589	307380	05/16/18	395.00
					Account Total	395.00
					Department Total	438.77



County of Adams  
Vendor Payment Report

<u>5011</u>	<u>PKS- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	MCDOWELL SHANNON	00001	926998	307777	05/22/18	154.94
					Account Total	154.94
					Department Total	154.94

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

<u>5010</u>	<u>PKS- Fair &amp; Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Regional Park Rentals					
	BARAY RHONDA	00001	926623	307468	05/17/18	75.00
	Cowdery, Janet	00001	926625	307468	05/17/18	75.00
	CALDERA CAROLINA	00001	926624	307468	05/17/18	75.00
	DOUGLAS MARCIE	00001	926626	307468	05/17/18	75.00
	LOPEZ CESAR	00001	926627	307468	05/17/18	100.00
	LOPEZ JESUS	00001	927041	307796	05/22/18	400.00
	MARTIN AUBREY	00001	927042	307796	05/22/18	225.00
	MARTINEZ JACINDA	00001	926628	307468	05/17/18	75.00
	MILAM KEDMIA	00001	926629	307468	05/17/18	400.00
	MONTOUR SYLVIA	00001	927043	307796	05/22/18	175.00
	PARK SHANNON	00001	926630	307468	05/17/18	150.00
	PORTILLO LEONARD	00001	926631	307468	05/17/18	75.00
	QUINTANA MELISSA	00001	926632	307468	05/17/18	75.00
	SANDOVAL DOLORES	00001	926633	307468	05/17/18	75.00
	SCOTT CONTRACTING INC	00001	927044	307796	05/22/18	400.00
	VILLANUEVE ROSIO	00001	926634	307468	05/17/18	75.00
					Account Total	2,525.00
					Department Total	2,525.00

County of Adams  
Vendor Payment Report

<u>5015</u>	<u>PKS- Grounds Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	CINTAS FIRST AID & SAFETY	00001	926997	307777	05/22/18	338.16
					Account Total	338.16
					Department Total	338.16

County of Adams  
Vendor Payment Report

<u>5012</u>	<u>PKS- Regional Complex</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	927003	307777	05/22/18	182.14
					Account Total	182.14
	Mileage Reimbursements					
	CARLSON KURT A	00001	926648	307469	05/17/18	191.57
					Account Total	191.57
					Department Total	373.71

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

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	927000	307777	05/22/18	11.42
	XCEL ENERGY	00001	927001	307777	05/22/18	531.06
	XCEL ENERGY	00001	927002	307777	05/22/18	98.40
	XCEL ENERGY	00001	927004	307777	05/22/18	24.31
					Account Total	665.19
	Water/Sewer/Sanitation					
	UNITED SITE SERVICES	00001	926999	307777	05/22/18	343.56
					Account Total	343.56
					Department Total	1,008.75

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

<u>1089</u>	<u>PLN- Boards &amp; Commissions</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	BEEN ANDREW J	00001	926924	307690	05/21/18	65.00
	BUZEK, VINCE	00001	926443	307158	05/15/18	65.00
	DOMENICO JOSEPH	00001	926361	307158	05/14/18	65.00
	FOREST SEAN	00001	926357	307158	05/14/18	65.00
	GARNER, ROSIE	00001	926355	307158	05/14/18	65.00
	HERRERA, AARON	00001	926356	307158	05/14/18	65.00
	LACRUE MATTHEW D	00001	926917	307690	05/21/18	65.00
	LACRUE MATTHEW D	00001	926918	307690	05/21/18	65.00
	LACRUE MATTHEW D	00001	926920	307690	05/21/18	65.00
	MCCREARY RAPHAEL	00001	926921	307690	05/21/18	65.00
	PLAKORUS DAVID	00001	926359	307158	05/14/18	65.00
	REIGENBORN, RICHARD A	00001	926922	307690	05/21/18	65.00
	RICHARDSON SHARON	00001	926360	307158	05/14/18	65.00
	THOMPSON GREGORY PAUL	00001	926354	307158	05/14/18	65.00
	WOLFE SANDRA KAY	00001	926925	307690	05/21/18	65.00
					Account Total	975.00
					Department Total	975.00

County of Adams  
Vendor Payment Report

<u>1082</u>	<u>PLN- Development Review</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Zoning & Subdivision					
	MASSARO PAMELA	00001	927063	307818	05/22/18	500.00
					Account Total	500.00
					Department Total	500.00

County of Adams  
Vendor Payment Report

<u>1037</u>	<u>Regional Transportation</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	SHREVE JEANNE	00001	927316	308190	05/25/18	296.64
					Account Total	296.64
					Department Total	296.64



County of Adams  
Vendor Payment Report

<u>8624</u>	<u>Retiree-Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Self-Insurance Claims					
	VISION SERVICE PLAN-CONNECTICU	00019	927028	307787	05/22/18	1,161.49
					Account Total	1,161.49
					Department Total	1,161.49

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

<u>13</u>	<u>Road &amp; Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ALBERT FREI & SONS INC	00013	926976	307696	05/21/18	16,690.73
	ALBERT FREI & SONS INC	00013	926978	307696	05/21/18	16,282.76
	ALBERT FREI & SONS INC	00013	926979	307696	05/21/18	15,246.09
	ALBERT FREI & SONS INC	00013	926980	307696	05/21/18	13,603.28
	ALBERT FREI & SONS INC	00013	926981	307696	05/21/18	12,015.41
	ALBERT FREI & SONS INC	00013	926982	307696	05/21/18	15,714.14
	ALLIED RECYCLED AGGREGATES	00013	926983	307696	05/21/18	7,073.46
	ALLIED RECYCLED AGGREGATES	00013	926985	307696	05/21/18	29,082.78
	BRANNAN SAND & GRAVEL COMPANY	00013	926969	307696	05/21/18	135.20
	BRANNAN SAND & GRAVEL COMPANY	00013	926970	307696	05/21/18	173.65
	BRANNAN SAND & GRAVEL COMPANY	00013	926971	307696	05/21/18	100.98
	BRANNAN SAND & GRAVEL COMPANY	00013	926972	307696	05/21/18	251.39
	BRANNAN SAND & GRAVEL COMPANY	00013	926974	307696	05/21/18	127.60
	BRANNAN SAND & GRAVEL COMPANY	00013	926975	307696	05/21/18	128.02
	EP&A ENVIROTAC INC	00013	926966	307696	05/21/18	35,997.50
	EP&A ENVIROTAC INC	00013	926966	307696	05/21/18	5,770.00
	GROUND ENGINEERING CONSULTANTS	00013	927064	307819	05/22/18	1,137.50
	GROUND ENGINEERING CONSULTANTS	00013	927292	308167	05/25/18	4,042.50
	GROUND ENGINEERING CONSULTANTS	00013	927293	308167	05/25/18	3,405.00
	HUITT-ZOLLARS INC	00013	926756	307497	05/17/18	626.03
	JK TRANSPORTS INC	00013	926993	307696	05/21/18	4,272.00
	JK TRANSPORTS INC	00013	926993	307696	05/21/18	44,122.64
	ULTEIG ENGINEERS INC	00013	927294	308167	05/25/18	33,777.11
	W L CONTRACTORS INC	00013	926968	307696	05/21/18	7,012.27
					Account Total	266,788.04
					Department Total	266,788.04

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

<u>94</u>	<u>Sheriff Payables</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Brain Trust					
	COLO DEPT OF HUMAN SERVICES	00094	926884	307670	05/21/18	908.51
					Account Total	908.51
	Family Friendly Fee					
	COLO JUDICIAL DEPT	00094	926886	307670	05/21/18	129.00
					Account Total	129.00
	Fingerprint Cards - CBI					
	COLO BUREAU OF INVESTIGATION	00094	926574	307378	05/16/18	11,890.00
					Account Total	11,890.00
	State Surcharge					
	CLERK OF THE COUNTY COURT	00094	926887	307670	05/21/18	1,013.51
					Account Total	1,013.51
					Department Total	13,941.02

County of Adams  
Vendor Payment Report

<u>2004</u>	<u>Sheriff Training</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	927101	307916	05/23/18	145.29
					Account Total	145.29
					Department Total	145.29

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>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	927101	307916	05/23/18	9.11
					Account Total	9.11
	Operating Supplies					
	NORTH METRO FIRE RESCUE	00001	927317	308191	05/25/18	1,000.00
					Account Total	1,000.00
					Department Total	1,009.11

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

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	NORTHWESTERN UNIVERSITY	00001	926518	307276	05/15/18	4,100.00
	NORTHWESTERN UNIVERSITY	00001	926519	307276	05/15/18	4,100.00
	NORTHWESTERN UNIVERSITY	00001	926521	307276	05/15/18	4,100.00
					Account Total	12,300.00
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	927101	307916	05/23/18	296.38
	TOSHIBA BUSINESS SOLUTIONS	00001	927101	307916	05/23/18	137.54
					Account Total	433.92
	Mileage Reimbursements					
	BRANDT STEPHANIE S	00001	926508	307276	05/15/18	6.54
					Account Total	6.54
	Operating Supplies					
	ARAMARK REFRESHMENT SERVICES	00001	926852	307615	05/18/18	483.17
	B C INTERIORS	00001	927086	307916	05/23/18	70.56
	EMPLOYERS COUNCIL SERVICES INC	00001	927088	307916	05/23/18	615.00
	ERGOMETRICS & APPLIED PERSONNE	00001	927087	307916	05/23/18	2,512.78
	E470 PUBLIC HIGHWAY AUTHORITY	00001	926857	307615	05/18/18	11.70
					Account Total	3,693.21
	Other Communications					
	VERIZON WIRELESS	00001	926866	307615	05/18/18	652.70
	VERIZON WIRELESS	00001	926866	307615	05/18/18	266.94
					Account Total	919.64
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	926855	307615	05/18/18	240.00
					Account Total	240.00
	Special Events					
	ARTISTIC FLOWERS & GIFTS	00001	926853	307615	05/18/18	660.00
					Account Total	660.00
	Travel & Transportation					
	MCINTOSH MICHAEL TODD	00001	926860	307615	05/18/18	252.00
					Account Total	252.00
	Uniforms & Cleaning					

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>
	SYMBOL ARTS	00001	926862	307615	05/18/18	5,620.00
	SYMBOL ARTS	00001	926863	307615	05/18/18	370.00
					Account Total	5,990.00
					Department Total	24,495.31

County of Adams  
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	926866	307615	05/18/18	199.40
					Account Total	199.40
					Department Total	199.40



County of Adams  
Vendor Payment Report

<u>2075</u>	<u>SHF- Commissary Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	927101	307916	05/23/18	143.52
					Account Total	143.52
					Department Total	143.52

**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>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	927101	307916	05/23/18	137.82
					Account Total	137.82
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	926865	307615	05/18/18	41.82
					Account Total	41.82
	Mileage Reimbursements					
	ROWLAND CLAUDIA	00001	926522	307276	05/15/18	53.41
					Account Total	53.41
	Operating Supplies					
	E470 PUBLIC HIGHWAY AUTHORITY	00001	926857	307615	05/18/18	3.90
					Account Total	3.90
					Department Total	236.95

**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>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	927101	307916	05/23/18	635.95
	TOSHIBA BUSINESS SOLUTIONS	00001	927101	307916	05/23/18	412.61
					Account Total	1,048.56
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	926865	307615	05/18/18	608.44
					Account Total	608.44
	Mileage Reimbursements					
	BOWMAN LORI	00001	926854	307615	05/18/18	57.23
					Account Total	57.23
	Operating Supplies					
	E470 PUBLIC HIGHWAY AUTHORITY	00001	926857	307615	05/18/18	178.20
	FENCE CONSULTING SERVICES	00001	927161	308034	05/24/18	747.50
	SHRED IT USA LLC	00001	927089	307916	05/23/18	60.00
					Account Total	985.70
	Other Communications					
	VERIZON WIRELESS	00001	926866	307615	05/18/18	341.44
					Account Total	341.44
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	926855	307615	05/18/18	1,440.00
					Account Total	1,440.00
	Uniforms & Cleaning					
	MARNER GROUP INC	00001	926859	307615	05/18/18	918.11
					Account Total	918.11
					Department Total	5,399.48

County of Adams  
Vendor Payment Report

<u>2074</u>	<u>SHF- Intelligence Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Machinery					
	MED-ENG LLC	00001	926861	307615	05/18/18	3,808.00
					Account Total	3,808.00
					Department Total	3,808.00

County of Adams  
Vendor Payment Report

<u>2072</u>	<u>SHF- Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	926866	307615	05/18/18	29.22
					Account Total	29.22
					Department Total	29.22

County of Adams  
Vendor Payment Report

<u>2010</u>	<u>SHF- MIS Unit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	926866	307615	05/18/18	62.64
					Account Total	62.64
					Department Total	62.64

**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>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	927101	307916	05/23/18	72.71
					Account Total	72.71
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	926865	307615	05/18/18	77.90
					Account Total	77.90
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	926856	307615	05/18/18	15.90
	EMPLOYERS COUNCIL SERVICES INC	00001	926858	307615	05/18/18	245.00
					Account Total	260.90
	Other Communications					
	VERIZON WIRELESS	00001	926866	307615	05/18/18	867.69
					Account Total	867.69
	Travel & Transportation					
	MEANEY PHILLIP J	00001	926516	307276	05/15/18	266.00
					Account Total	266.00
					Department Total	1,545.20

**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>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	927101	307916	05/23/18	246.17
					Account Total	246.17
	Extraditions					
	WORLD CONNECTIONS TRAVEL	00001	926864	307615	05/18/18	1,911.00
					Account Total	1,911.00
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	926865	307615	05/18/18	14.76
					Account Total	14.76
	Other Communications					
	VERIZON WIRELESS	00001	926866	307615	05/18/18	40.01
					Account Total	40.01
	Travel & Transportation					
	DIAZ DIANA	00001	926512	307276	05/15/18	223.00
	MONTOYA GINA	00001	926517	307276	05/15/18	223.00
					Account Total	446.00
					Department Total	2,657.94



County of Adams  
Vendor Payment Report

<u>2005</u>	<u>SHF- TAC Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	927101	307916	05/23/18	34.75
					Account Total	34.75
	Other Communications					
	VERIZON WIRELESS	00001	926866	307615	05/18/18	188.74
					Account Total	188.74
					Department Total	223.49

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

<u>3031</u>	<u>Transportation Opers &amp; Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gravel & Recycled Material					
	ALBERT FREI & SONS INC	00013	926976	307696	05/21/18	.09
	ALBERT FREI & SONS INC	00013	926978	307696	05/21/18	.12
	ALBERT FREI & SONS INC	00013	926979	307696	05/21/18	.11
	ALBERT FREI & SONS INC	00013	926980	307696	05/21/18	.11
	ALBERT FREI & SONS INC	00013	926981	307696	05/21/18	.10
	ALBERT FREI & SONS INC	00013	926982	307696	05/21/18	.08
					Account Total	.61
					Department Total	.61

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

<b>3055</b>	<b>Transportation Streets Program</b>	<b>Fund</b>	<b>Voucher</b>	<b>Batch No</b>	<b>GL Date</b>	<b>Amount</b>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00013	926540	307364	05/16/18	16.50
	UNITED POWER (UNION REA)	00013	926541	307364	05/16/18	16.50
	UNITED POWER (UNION REA)	00013	926542	307364	05/16/18	88.49
	UNITED POWER (UNION REA)	00013	926543	307364	05/16/18	128.95
	UNITED POWER (UNION REA)	00013	926544	307364	05/16/18	33.00
	UNITED POWER (UNION REA)	00013	926545	307364	05/16/18	20.22
	UNITED POWER (UNION REA)	00013	926546	307364	05/16/18	33.00
	UNITED POWER (UNION REA)	00013	926547	307364	05/16/18	36.00
	UNITED POWER (UNION REA)	00013	926548	307364	05/16/18	34.00
	UNITED POWER (UNION REA)	00013	926550	307364	05/16/18	87.66
	UNITED POWER (UNION REA)	00013	926551	307364	05/16/18	146.79
	UNITED POWER (UNION REA)	00013	926553	307364	05/16/18	35.63
	UNITED POWER (UNION REA)	00013	926554	307364	05/16/18	101.46
	UNITED POWER (UNION REA)	00013	926555	307364	05/16/18	16.50
	UNITED POWER (UNION REA)	00013	926556	307364	05/16/18	48.84
	UNITED POWER (UNION REA)	00013	926557	307364	05/16/18	48.84
	UNITED POWER (UNION REA)	00013	926558	307364	05/16/18	23.16
	XCEL ENERGY	00013	926751	307494	05/17/18	4,567.84
	XCEL ENERGY	00013	926752	307494	05/17/18	23,334.28
	XCEL ENERGY	00013	926753	307494	05/17/18	183.32
	XCEL ENERGY	00013	926746	307494	05/17/18	102.56
	XCEL ENERGY	00013	926747	307494	05/17/18	79.47
	XCEL ENERGY	00013	926748	307494	05/17/18	88.87
	XCEL ENERGY	00013	926749	307494	05/17/18	125.39
	XCEL ENERGY	00013	926750	307494	05/17/18	120.67
					Account Total	29,517.94
					Department Total	29,517.94

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	927151	307934	05/23/18	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	927151	307934	05/23/18	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>
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00043	927154	307938	05/23/18	19.00
					Account Total	19.00
					Department Total	19.00

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

<u>97500</u>	<u>WIOA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Incentives					
	BALDERAS ISAAC	00035	926653	307470	05/17/18	80.00
	ENALLY BRYCE	00035	926654	307470	05/17/18	80.00
	GALVAN MONICA	00035	927134	307934	05/23/18	25.00
	HERNANDEZ JANESEA	00035	926656	307470	05/17/18	20.00
	HILL TERA	00035	927136	307934	05/23/18	80.00
	LEATHERWOOD BRAYLEE	00035	927140	307934	05/23/18	25.00
	MANCINAS VARGAS JOSE	00035	926658	307470	05/17/18	20.00
	MORTON MIKAYLA	00035	927145	307934	05/23/18	40.00
	PEREDES CINDY	00035	926662	307470	05/17/18	20.00
	RIEDEL MACKENZIE	00035	926665	307470	05/17/18	20.00
	TERRELL ETHAN	00035	926667	307470	05/17/18	40.00
	TRUJILLO DEAN	00035	926668	307470	05/17/18	20.00
					Account Total	470.00
					Department Total	470.00

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	927151	307934	05/23/18	315.18
					Account Total	315.18
					Department Total	315.18



County of Adams  
Vendor Payment Report

Grand Total 2,722,459.85

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

<b>Fund Number</b>	<b>Fund Description</b>	<b>Amount</b>
1	General Fund	1,131,009.64
5	Golf Course Enterprise Fund	16,731.03
6	Equipment Service Fund	351,830.46
7	Stormwater Utility Fund	1,900.00
13	Road & Bridge Fund	165,830.60
19	Insurance Fund	190,107.55
25	Waste Management Fund	31,793.87
27	Open Space Projects Fund	275,393.59
28	Open Space Sales Tax Fund	63.82
30	Community Dev Block Grant Fund	292.44
31	Head Start Fund	14,415.80
34	Comm Services Blk Grant Fund	10,384.93
35	Workforce & Business Center	26,648.34
43	Front Range Airport	17,374.34
50	FLATROCK Facility Fund	1,901.69
		<u>2,235,678.10</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>
00724053	433987	ADCO DISTRICT ATTORNEY'S OFFIC	06/04/18	523.51
00724055	717445	AYALA HALEIGH	06/04/18	8.53
00724056	717446	AYALA TRACY	06/04/18	8.53
00724057	13160	BRIGHTON CITY OF (WATER)	06/04/18	5,994.23
00724058	13160	BRIGHTON CITY OF (WATER)	06/04/18	3,074.83
00724059	13160	BRIGHTON CITY OF (WATER)	06/04/18	753.36
00724061	209334	COLO NATURAL GAS INC	06/04/18	365.02
00724062	708158	DAMO JERIN	06/04/18	135.25
00724064	13565	INTERMOUNTAIN REA	06/04/18	1,508.87
00724065	13565	INTERMOUNTAIN REA	06/04/18	155.13
00724066	410676	KARRE MEREDITH	06/04/18	118.25
00724067	443757	NRG DGPV FUND 1 LLC	06/04/18	99.36
00724068	443757	NRG DGPV FUND 1 LLC	06/04/18	571.77
00724069	491106	OXARART MARISSA	06/04/18	135.25
00724070	18641	REINSTEIN HOWARD	06/04/18	135.25
00724071	13932	SOUTH ADAMS WATER & SANITATION	06/04/18	399.23
00724072	13932	SOUTH ADAMS WATER & SANITATION	06/04/18	578.86
00724073	13932	SOUTH ADAMS WATER & SANITATION	06/04/18	24.24
00724074	13932	SOUTH ADAMS WATER & SANITATION	06/04/18	45.65
00724075	13932	SOUTH ADAMS WATER & SANITATION	06/04/18	45.65
00724076	13932	SOUTH ADAMS WATER & SANITATION	06/04/18	1,152.74
00724079	1007	UNITED POWER (UNION REA)	06/04/18	2,859.00
00724080	1007	UNITED POWER (UNION REA)	06/04/18	24,625.00
00724081	34277	WIGGINS REBECCA	06/04/18	118.25
00724082	13822	XCEL ENERGY	06/04/18	838.30
00724083	13822	XCEL ENERGY	06/04/18	582.86
00724084	13822	XCEL ENERGY	06/04/18	418.08
00724085	13822	XCEL ENERGY	06/04/18	301.55
00724086	13822	XCEL ENERGY	06/04/18	387.68
00724087	13822	XCEL ENERGY	06/04/18	452.32
00724088	13822	XCEL ENERGY	06/04/18	203.20
00724089	13822	XCEL ENERGY	06/04/18	229.71
00724090	13822	XCEL ENERGY	06/04/18	1,273.76
00724118	429633	ANDERSON CASSIE	06/04/18	230.00
00724119	12514	AVIS RENT A CAR SYSTEM INC	06/04/18	780.22
00724120	293119	BUZEK, VINCE	06/04/18	65.00

## 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>
00724122	252174	COLORADO COMMUNITY MEDIA	06/04/18	19.52
00724123	252174	COLORADO COMMUNITY MEDIA	06/04/18	11.24
00724124	252174	COLORADO COMMUNITY MEDIA	06/04/18	22.44
00724125	255001	COPYCO QUALITY PRINTING INC	06/04/18	145.00
00724126	61609	DAVIS GRAHAM & STUBBS LLP	06/04/18	1,000.50
00724129	698569	FOREST SEAN	06/04/18	65.00
00724130	672576	G.R MILLER P.C.	06/04/18	1,112.50
00724131	293118	GARNER, ROSIE	06/04/18	65.00
00724132	118257	GUYER DEANNA	06/04/18	107.24
00724133	293122	HERRERA, AARON	06/04/18	65.00
00724134	483104	HICKS JERRY	06/04/18	148.40
00724136	13903	JEFFERSON COUNTY SHERIFF	06/04/18	34.00
00724139	176327	PITNEY BOWES	06/04/18	1,308.09
00724140	637390	PLAKORUS DAVID	06/04/18	65.00
00724141	4714	PLOTTER SUPPLIES INC	06/04/18	247.00
00724142	192059	POINT SPORTS/ERGOMED	06/04/18	500.00
00724143	53054	RICHARDSON SHARON	06/04/18	65.00
00724144	13538	SHRED IT USA LLC	06/04/18	200.00
00724145	599714	SUMMIT FOOD SERVICE LLC	06/04/18	290.20
00724146	385142	THOMPSON GREGORY PAUL	06/04/18	65.00
00724152	28617	VERIZON WIRELESS	06/04/18	1,711.42
00724214	716967	BELLERIVE SHANIA	06/04/18	19.00
00724215	716968	CANO OTILIA S	06/04/18	19.00
00724216	716969	CONNECT PROPERTY MANAGEMENT	06/04/18	66.00
00724217	716970	DECKER STACIE MAE	06/04/18	19.00
00724218	716971	FRANKLIN ANGELA	06/04/18	19.00
00724219	716972	GARCIA GARCIA JUAN JOSE	06/04/18	19.00
00724220	716973	GRABER DIANE	06/04/18	66.00
00724221	716974	HAGE RICHARD DONALD	06/04/18	19.00
00724222	716975	HALSTEAD LAW	06/04/18	74.00
00724223	716976	HICKEY LINDA E	06/04/18	19.00
00724224	716977	JUAREZ JOAQUIN	06/04/18	19.00
00724225	716979	MACIAS FERNANDO	06/04/18	19.00
00724226	716980	MARROQUIN MICHAEL	06/04/18	19.00
00724227	716981	MAY JAMES GREGORY	06/04/18	66.00
00724228	716982	MILHOLLIN FRANCIS REYNOLD	06/04/18	19.00

## 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>
00724229	716983	MUNOZ AMAYAH	06/04/18	19.00
00724230	716986	NGUYEN DIEP	06/04/18	66.00
00724231	716987	PETERSON PETER JOHN	06/04/18	19.00
00724232	716988	PHIPPS ERIC	06/04/18	19.00
00724233	716989	RAMOS MARIA ELENA	06/04/18	19.00
00724234	716990	RANES ARTHUR CASSELMAN	06/04/18	19.00
00724235	716991	REEDY DEBBIE	06/04/18	19.00
00724236	716992	RUDZIK BARKLEY LAURA ANNE	06/04/18	19.00
00724237	716993	SNYDER LINDSAY	06/04/18	19.00
00724238	52553	SWEEPSTAKES UNLIMITED	06/04/18	45.00
00724239	52553	SWEEPSTAKES UNLIMITED	06/04/18	45.00
00724240	716994	TACZALA STEPHEN PAUL	06/04/18	19.00
00724241	716995	THE KRASS LAW FIRM	06/04/18	19.00
00724242	716996	TROSTEL JENNIFER	06/04/18	23.00
00724243	716998	TSI LEGAL	06/04/18	19.00
00724244	716999	VUE PAO	06/04/18	19.00
00724246	717000	WHITE SHAUN	06/04/18	19.00
00724247	717001	ZARATE LUZ ELENA	06/04/18	19.00
00724248	366521	ABC LEGAL SERVICES INC	06/04/18	38.00
00724249	219183	BALL FRANK J	06/04/18	19.00
00724250	446423	BRUMBAUGH & QUANDAH	06/04/18	57.00
00724251	189616	CREDIT SERVICE COMPANY, INC	06/04/18	95.00
00724252	426777	FRANCY LAW FIRM	06/04/18	133.00
00724253	223411	GIRSH AND ROTTMAN	06/04/18	57.00
00724254	219323	HINDMANSANCHEZ	06/04/18	57.00
00724255	358482	HOLST AND BOETTCHER	06/04/18	57.00
00724256	166679	LEACHMAN, MARK A	06/04/18	111.00
00724257	305419	MIDLAND FUNDING LLC	06/04/18	76.00
00724258	300777	MOELLER GRAF PC	06/04/18	19.00
00724259	506493	PATEL HEENA	06/04/18	66.00
00724260	378028	PROCESS SERVICE OF WYOMING INC	06/04/18	38.00
00724261	226456	SIMON HARRY L	06/04/18	19.00
00724262	703481	SPECIALIZED ATTORNEY SERVICES	06/04/18	57.00
00724263	243343	STENGER AND STENGER	06/04/18	76.00
00724264	218715	TSCHETTER HAMRICK SULZER	06/04/18	3,630.00
00724267	13663	DELTA DENTAL PLAN OF COLO	06/05/18	35.99

## 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>
00724271	13593	KAISER PERMANENTE	06/05/18	9,150.00
00724274	46792	SECURE HORIZONS	06/05/18	3,100.00
00724276	240959	UNITED HEALTHCARE	06/05/18	7,500.00
00724285	4936	ADAMS COUNTY ECONOMIC DEVELOP	06/07/18	2,000.00
00724286	35974	ADAMS COUNTY TREASURER	06/07/18	8,819.18
00724288	327129	AIRGAS USA LLC	06/07/18	59.60
00724289	346727	ARMENTA VERONICA	06/07/18	75.00
00724290	322973	ARMORED KNIGHTS INC	06/07/18	1,994.64
00724291	13160	BRIGHTON CITY OF (WATER)	06/07/18	800.10
00724292	13160	BRIGHTON CITY OF (WATER)	06/07/18	176.14
00724293	13160	BRIGHTON CITY OF (WATER)	06/07/18	131.08
00724294	13160	BRIGHTON CITY OF (WATER)	06/07/18	19,675.09
00724295	13160	BRIGHTON CITY OF (WATER)	06/07/18	13,412.92
00724296	609113	BRUNING CHRISTA	06/07/18	75.00
00724298	491853	CENTER POINT ENERGY SERVICES R	06/07/18	3,112.28
00724299	491853	CENTER POINT ENERGY SERVICES R	06/07/18	2,542.64
00724300	491853	CENTER POINT ENERGY SERVICES R	06/07/18	1,110.14
00724301	491853	CENTER POINT ENERGY SERVICES R	06/07/18	8,869.96
00724302	327250	CINTAS CORPORATION NO 2	06/07/18	199.42
00724303	426465	CLARK AARON	06/07/18	80.44
00724304	13267	COLO DEPT OF PUBLIC HEALTH & E	06/07/18	423.40
00724305	1909	COLO DOORWAYS INC	06/07/18	132.52
00724306	209334	COLO NATURAL GAS INC	06/07/18	61.39
00724307	612089	COMMERCIAL CLEANING SYSTEMS	06/07/18	75,808.43
00724308	519505	DENOVO VENTURES LLC	06/07/18	87.50
00724310	562184	DOUBLE R EXCAVATING INC	06/07/18	69,165.00
00724311	422263	ESRI INC	06/07/18	75,000.00
00724312	671123	FOUND MY KEYS	06/07/18	1,305.00
00724313	13565	INTERMOUNTAIN REA	06/07/18	48.66
00724315	215091	MAKI TRISHA	06/07/18	400.00
00724317	13688	METRONORTH CHAMBER OF COMMERCE	06/07/18	2,500.00
00724318	643887	MILE HIGH DISC GOLF CLUB	06/07/18	75.00
00724319	93320	MILE HIGH TREE CARE INC	06/07/18	1,500.00
00724320	443757	NRG DGPV FUND 1 LLC	06/07/18	505.96
00724321	486185	OPEN JUSTICE BROKER CONSORTIUM	06/07/18	6,560.00
00724322	516994	PARK 12 HUNDRED OWNERS ASSOCIA	06/07/18	12,252.00

## 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>
00724324	36746	PEDRUCCI MARC R	06/07/18	68.56
00724325	45133	PPS INTERIORS	06/07/18	160.00
00724328	49221	SELECTRON TECHNOLOGIES INC	06/07/18	32,075.00
00724330	13932	SOUTH ADAMS WATER & SANITATION	06/07/18	175.81
00724331	42818	STATE OF COLORADO	06/07/18	11,568.36
00724332	42818	STATE OF COLORADO	06/07/18	366.36
00724333	42818	STATE OF COLORADO	06/07/18	696.56
00724334	42818	STATE OF COLORADO	06/07/18	41.62
00724335	293662	SUMMIT LABORATORIES INC	06/07/18	480.00
00724336	4755	THORNTON CITY OF WATER & SEWER	06/07/18	90.77
00724337	41127	THYSSENKRUPP ELEVATOR CORP	06/07/18	6,514.25
00724338	717892	TURNING THE CORNER LL	06/07/18	399.00
00724339	666214	TYGRET DEBRA R	06/07/18	342.00
00724340	1007	UNITED POWER (UNION REA)	06/07/18	83.06
00724341	1007	UNITED POWER (UNION REA)	06/07/18	23,815.10
00724342	1007	UNITED POWER (UNION REA)	06/07/18	20.60
00724343	1007	UNITED POWER (UNION REA)	06/07/18	28.42
00724344	1007	UNITED POWER (UNION REA)	06/07/18	62.86
00724345	1007	UNITED POWER (UNION REA)	06/07/18	1,108.96
00724346	1007	UNITED POWER (UNION REA)	06/07/18	1,281.13
00724347	1007	UNITED POWER (UNION REA)	06/07/18	89.45
00724348	1007	UNITED POWER (UNION REA)	06/07/18	5,767.13
00724349	1007	UNITED POWER (UNION REA)	06/07/18	5,523.62
00724350	1007	UNITED POWER (UNION REA)	06/07/18	21,455.46
00724351	1007	UNITED POWER (UNION REA)	06/07/18	547.58
00724352	1007	UNITED POWER (UNION REA)	06/07/18	7,444.76
00724353	1007	UNITED POWER (UNION REA)	06/07/18	62.09
00724358	158184	UTILITY NOTIFICATION CENTER OF	06/07/18	198.65
00724359	45300	VISION SOLUTIONS INC	06/07/18	12,000.00
00724360	46796	WESTMINSTER CITY OF	06/07/18	883.94
00724361	46796	WESTMINSTER CITY OF	06/07/18	42.64
00724362	46796	WESTMINSTER CITY OF	06/07/18	3,901.18
00724363	13822	XCEL ENERGY	06/07/18	2,086.97
00724364	13822	XCEL ENERGY	06/07/18	132.86
00724365	13822	XCEL ENERGY	06/07/18	83.94
00724366	13822	XCEL ENERGY	06/07/18	10,376.50

## 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>
00724367	13822	XCEL ENERGY	06/07/18	101.85
00724368	13822	XCEL ENERGY	06/07/18	295.96
00724369	13822	XCEL ENERGY	06/07/18	241.16
00724370	13822	XCEL ENERGY	06/07/18	165.39
00724371	13822	XCEL ENERGY	06/07/18	113.73
00724377	383698	ALLIED UNIVERSAL SECURITY SERV	06/07/18	3,280.50
00724379	491318	AMERICAN EAGLE DISTRIBUTING	06/07/18	658.50
00724390	40398	CINTAS CORPORATION #66	06/07/18	292.56
00724394	241207	CLIFTONLARSONALLEN LLP	06/07/18	22,625.00
00724400	53103	CORDOVA DELIA	06/07/18	400.00
00724401	40374	COSTAR REALTY INFORMATION INC	06/07/18	2,948.81
00724403	519505	DENOVO VENTURES LLC	06/07/18	24,768.50
00724409	20882	EXTENSION ACTIVITY FUND	06/07/18	413.15
00724412	643885	GAYOSSO MARIA	06/07/18	75.00
00724413	365681	GETTY IMAGES (US) INC	06/07/18	4,100.00
00724414	7433	GLOBE TICKET	06/07/18	740.50
00724415	87117	GRANICUS INC	06/07/18	300.00
00724416	14991	HELTON & WILLIAMSEN PC	06/07/18	1,416.38
00724417	486419	HIGH COUNTRY BEVERAGE	06/07/18	1,033.20
00724418	8721	HILL & ROBBINS	06/07/18	836.60
00724419	699829	HILL'S PET NUTRITION SALES INC	06/07/18	680.40
00724420	79260	IDEXX DISTRIBUTION INC	06/07/18	372.39
00724424	678026	JUAREZ SANCHEZ DIANA	06/07/18	65.07
00724425	652983	K&H INTEGRATED PRINT SOLUTIONS	06/07/18	30,839.93
00724426	44695	KNS COMMUNICATIONS CONSULTANTS	06/07/18	823.19
00724429	13627	LEWAN TECHNOLOGY	06/07/18	44,513.00
00724431	215091	MAKI TRISHA	06/07/18	75.00
00724434	609918	MEZA LORELEI	06/07/18	100.00
00724435	617498	MIRANDA GABRIELLA	06/07/18	75.00
00724436	652415	MODICA RYAN	06/07/18	55.57
00724437	42431	MOUNTAIN STATES IMAGING LLC	06/07/18	210.87
00724438	13591	MWI VETERINARY SUPPLY CO	06/07/18	11,121.33
00724441	669732	PATTERSON VETERINARY SUPPLY IN	06/07/18	2,124.79
00724442	12383	PEPPERDINE'S MARKING PRODUCTS	06/07/18	24.75
00724446	308437	RANDSTAD US LP	06/07/18	774.47
00724447	181669	RUNBECK ELECTION SERVICES	06/07/18	138.18



## 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>
00724450	145355	SANITY SOLUTIONS INC	06/07/18	54,464.08
00724452	574170	SCHULTZ PUBLIC AFFAIRS LLC	06/07/18	4,333.33
00724453	255505	SHERMAN & HOWARD LLC	06/07/18	1,650.00
00724458	1094	TRI COUNTY HEALTH DEPT	06/07/18	294,546.00
00724459	1007	UNITED POWER (UNION REA)	06/07/18	41.54
00724460	1007	UNITED POWER (UNION REA)	06/07/18	1,873.54
00724461	300982	UNITED SITE SERVICES	06/07/18	684.67
00724463	28574	VERIZON WIRELESS	06/07/18	302.10
00724469	338508	WRIGHTWAY INDUSTRIES INC	06/07/18	536.70
00724495	433987	ADCO DISTRICT ATTORNEY'S OFFIC	06/07/18	681.29
00724499	383698	ALLIED UNIVERSAL SECURITY SERV	06/08/18	3,617.84
00724501	12012	ALSCO AMERICAN INDUSTRIAL	06/08/18	234.54
00724502	14657	ANGELL LINDA S	06/08/18	26.49
00724504	628019	BIG PAULIE PRODUCTIONS LLC	06/08/18	45,000.00
00724506	32456	CACCB	06/08/18	40.00
00724511	6467	COLO CORRECTIONAL INDUSTRIES	06/08/18	30.35
00724512	252174	COLORADO COMMUNITY MEDIA	06/08/18	30.00
00724513	252174	COLORADO COMMUNITY MEDIA	06/08/18	55.72
00724514	255001	COPYCO QUALITY PRINTING INC	06/08/18	3,792.50
00724519	425986	FORRISTALL ANNA	06/08/18	101.00
00724521	24624	HICO	06/08/18	90.00
00724522	717828	HOOD JULIE	06/08/18	125.00
00724527	13538	SHRED IT USA LLC	06/08/18	145.00
00724529	42818	STATE OF COLORADO	06/08/18	998.37
00724530	42818	STATE OF COLORADO	06/08/18	464.12
00724531	717832	TREASH MICHAEL A	06/08/18	700.00
00724532	678293	ZOE TRAINING & CONSULTING	06/08/18	18,948.07
<b>Fund Total</b>				<b>1,131,009.64</b>

## Net Warrants by Fund Detail

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5**Golf Course Enterprise Fund**

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<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00724115	8579	AGFINITY INC	06/04/18	628.20
00724116	12012	ALSCO AMERICAN INDUSTRIAL	06/04/18	138.65
00724117	289590	ANA ASSOCIATES LLC	06/04/18	630.00
00724121	25288	CEM LAKE MGMT	06/04/18	473.00
00724127	128225	DXP ENTERPRISES INC	06/04/18	51.00
00724128	13404	E & G TERMINAL INC	06/04/18	37.40
00724135	2202	INTERSTATE BATTERY OF ROCKIES	06/04/18	230.32
00724137	11496	L L JOHNSON DIST	06/04/18	952.61
00724138	4748	LITTLE VALLEY NURSERIES INC	06/04/18	92.90
00724147	1007	UNITED POWER (UNION REA)	06/04/18	114.02
00724148	1007	UNITED POWER (UNION REA)	06/04/18	3,271.40
00724149	1007	UNITED POWER (UNION REA)	06/04/18	175.73
00724150	1007	UNITED POWER (UNION REA)	06/04/18	765.01
00724151	1007	UNITED POWER (UNION REA)	06/04/18	6,572.29
00724153	185265	WINFIELD SOLUTIONS LLC	06/04/18	2,598.50
<b>Fund Total</b>				<hr/> <b>16,731.03</b>

## Net Warrants by Fund Detail

6Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00724283	295403	ABRA AUTO BODY & GLASS	06/07/18	395.00
00724284	23962	ACS MANAGEMENT LLC	06/07/18	3,900.00
00724309	37242	DIETRICH HERMAN A	06/07/18	186.00
00724314	526990	JB AUTO CLEAN	06/07/18	500.00
00724323	88812	PATRIDGE CHRISTOPHER	06/07/18	186.00
00724326	324769	PRECISE MRM LLC	06/07/18	5,208.00
00724327	16237	SAM HILL OIL INC	06/07/18	40,071.04
00724329	714682	SMITH JAVON D	06/07/18	12.23
00724373	295403	ABRA AUTO BODY & GLASS	06/07/18	185.00
00724423	27626	JOHN ELWAY CHEVROLET	06/07/18	36,825.00
00724448	16237	SAM HILL OIL INC	06/07/18	2,184.54
00724464	1038	WAGNER RENTS INC	06/07/18	21,800.63
00724467	350373	WEX BANK	06/07/18	3,041.80
00724496	11657	A & E TIRE INC	06/08/18	801.42
00724505	356584	BRUCKNER TRUCK SALES INC	06/08/18	78,528.00
00724510	626215	CHAVIRA JAIME	06/08/18	245.80
00724517	5389	ENVIROTEST SYSTEMS CORP	06/08/18	1,250.00
00724520	717992	HARLEY-DAVIDSON MOTOR COMPANY	06/08/18	1,190.00
00724523	494038	LARRY H MILLER FORD LAKEWOOD	06/08/18	118,280.00
00724528	99671	SPRADLEY BARR FORD GREELEY	06/08/18	37,040.00
<b>Fund Total</b>				<b>351,830.46</b>

County of Adams  
Net Warrants by Fund Detail

7		Stormwater Utility Fund			
Warrant	Supplier No	Supplier Name	Warrant Date	Amount	
00724515	717842	DALBERG BUILDING CO INC	06/08/18	1,900.00	
Fund Total				1,900.00	

## Net Warrants by Fund Detail

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**Road & Bridge Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00724372	11657	A & E TIRE INC	06/07/18	202.50
00724378	12012	ALSCO AMERICAN INDUSTRIAL	06/07/18	317.27
00724381	49497	BFI TOWER ROAD LANDFILL	06/07/18	14,022.37
00724383	8909	BRANNAN SAND & GRAVEL COMPANY	06/07/18	551.37
00724392	43659	CINTAS FIRST AID & SAFETY	06/07/18	101.29
00724395	2305	COBITCO INC	06/07/18	228.80
00724407	29821	ENNIS-FLINT INC	06/07/18	19,690.65
00724408	534975	EP&A ENVIROTAC INC	06/07/18	38,882.50
00724410	346750	FACTORY MOTOR PARTS	06/07/18	2.22
00724411	541231	FINELINE GRAPHICS	06/07/18	597.25
00724444	556555	PREMIER PORTABLES	06/07/18	460.00
00724449	707775	SAND FOUR SALE.COM	06/07/18	86,485.13
00724457	93777	TRAFFIC SIGNAL CONTROLS INC	06/07/18	24.00
00724462	158184	UTILITY NOTIFICATION CENTER OF	06/07/18	311.75
00724465	78276	WAYNE A MITCHELL LLC	06/07/18	1,750.50
00724498	100083	ALDERMAN BERNSTEIN	06/08/18	368.00
00724503	48927	ARCHDIOCESE OF DENVER	06/08/18	635.00
00724516	101603	EMPIRE TITLE NORTH LLC	06/08/18	1,200.00
<b>Fund Total</b>				<b>165,830.60</b>

## Net Warrants by Fund Detail

**19****Insurance Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00724245	377265	WEATHERCALL SERVICES LLC	06/04/18	2,318.95
00724268	13663	DELTA DENTAL PLAN OF COLO	06/05/18	12,634.01
00724269	13663	DELTA DENTAL PLAN OF COLO	06/05/18	26.53
00724270	13663	DELTA DENTAL PLAN OF COLO	06/05/18	224.58
00724272	13593	KAISER PERMANENTE	06/05/18	75,755.63
00724273	13593	KAISER PERMANENTE	06/05/18	1,073.48
00724275	46792	SECURE HORIZONS	06/05/18	37,893.38
00724277	37507	UNITED HEALTHCARE	06/05/18	555.50
00724278	240958	UNITED HEALTHCARE	06/05/18	16,017.20
00724279	240959	UNITED HEALTHCARE	06/05/18	33,086.52
00724280	11552	VISION SERVICE PLAN-CONNECTICU	06/05/18	360.68
00724281	11552	VISION SERVICE PLAN-CONNECTICU	06/05/18	7.62
00724282	82860	WORKERS COMP SELF-INSUR FUND	06/05/18	2,000.00
00724287	153865	ADVANCED EXERCISE EQUIPMENT	06/07/18	715.00
00724428	438093	LEONARD KELLY K	06/07/18	298.97
00724507	419839	CAREHERE LLC	06/08/18	2,914.50
00724518	182042	FIT SOLDIERS FITNESS BOOT CAMP	06/08/18	4,225.00
<b>Fund Total</b>				<b>190,107.55</b>

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>	
00724380	535096	B & B ENVIRONMENTAL SAFETY INC	06/07/18	4,045.37	
00724385	304171	CDPHE	06/07/18	468.75	
00724433	21134	METECH RECYCLING	06/07/18	27,279.75	
			<b>Fund Total</b>	<hr/> 31,793.87	

County of Adams  
Net Warrants by Fund Detail

27      Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00724406	669264	ENERGES SERVICES LLC	06/07/18	274,123.59
00724466	47323	WESTERN STATES RECLAMATION INC	06/07/18	1,270.00
Fund Total				<u>275,393.59</u>



County of Adams  
Net Warrants by Fund Detail

28		Open Space Sales Tax Fund			
Warrant	Supplier No	Supplier Name	Warrant Date	Amount	
00724443	69803	PETERSEN RENEE	06/07/18	63.82	
Fund Total				63.82	

County of Adams  
Net Warrants by Fund Detail

<u>30</u>		<u>Community Dev Block Grant Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00724526	592641	REED RICHARD	06/08/18	292.44	
Fund Total				292.44	

## Net Warrants by Fund Detail

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## Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00724297	245316	CARNATION BUILDING SERVICES IN	06/07/18	1,559.92
00724316	79121	MEADOW GOLD DAIRY	06/07/18	558.60
00724374	8801361	ADAMS COUNTY SHERIFF DEPT	06/07/18	5.00
00724382	45333	BRAGGS- JONES SHONDRELA	06/07/18	89.93
00724384	92272	CALDERON SHELLY	06/07/18	12.15
00724386	37266	CENTURY LINK	06/07/18	363.20
00724387	37266	CENTURY LINK	06/07/18	98.58
00724388	152461	CENTURYLINK	06/07/18	10.83
00724389	327914	CESCO LINGUISTIC SERVICE INC	06/07/18	416.50
00724391	327250	CINTAS CORPORATION NO 2	06/07/18	123.65
00724396	5078	COLO DEPT OF HUMAN SERVICES	06/07/18	28.00
00724397	54679	COLO DEPT OF HUMAN SERVICES	06/07/18	296.00
00724398	248029	COMMUNITY REACH CENTER FOUNDAT	06/07/18	6,190.04
00724427	40843	LANGUAGE LINE SERVICES	06/07/18	30.34
00724432	79121	MEADOW GOLD DAIRY	06/07/18	665.00
00724440	47685	ORTIZ REBECCA T	06/07/18	41.75
00724445	129209	RAMIREZ SUSANA	06/07/18	67.04
00724454	311839	SMITH DIANA	06/07/18	44.96
00724455	13770	SYSCO DENVER	06/07/18	3,399.89
00724468	51121	WHISENANT ELISA A	06/07/18	23.44
00724470	430236	YANEZ ARTURO	06/07/18	20.98
00724471	382247	3WESOLUTIONS LLC	06/07/18	370.00
<b>Fund Total</b>				<b>14,415.80</b>

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>	
00724421	32276	INSIGHT PUBLIC SECTOR	06/07/18	437.04	
00724497	258636	ADAMS COUNTY FOOD BANK	06/08/18	2,698.40	
00724500	5991	ALMOST HOME INC	06/08/18	7,249.49	
			<b>Fund Total</b>	<b>10,384.93</b>	

## Net Warrants by Fund Detail

35

**Workforce & Business Center**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00724393	258669	CLARK RYNE	06/07/18	14.17
00724399	1483	COMPUTER SYSTEMS DESIGN	06/07/18	4,800.00
00724405	460749	EDMENTUM HOLDING INC	06/07/18	9,169.00
00724422	32276	INSIGHT PUBLIC SECTOR	06/07/18	12,455.64
00724439	143339	NOBLE PHILLIPP	06/07/18	46.55
00724508	643310	CARRILLO NICOLETTE	06/08/18	25.00
00724509	152461	CENTURYLINK	06/08/18	117.98
00724524	694133	LONG SETH	06/08/18	20.00
<b>Fund Total</b>				<b>26,648.34</b>

## Net Warrants by Fund Detail

**43****Front Range Airport**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00724054	351622	AURORA WATER	06/04/18	2,597.96
00724060	80257	CENTURYLINK	06/04/18	317.18
00724063	80156	DISH NETWORK	06/04/18	143.02
00724077	49310	SOUTH PARK EMBROIDERY	06/04/18	1,988.06
00724078	80267	SWIMS DISPOSAL	06/04/18	298.75
00724091	13822	XCEL ENERGY	06/04/18	9.14
00724092	13822	XCEL ENERGY	06/04/18	10.21
00724093	13822	XCEL ENERGY	06/04/18	12.65
00724094	13822	XCEL ENERGY	06/04/18	13.98
00724095	13822	XCEL ENERGY	06/04/18	20.22
00724096	13822	XCEL ENERGY	06/04/18	35.13
00724097	13822	XCEL ENERGY	06/04/18	38.97
00724098	13822	XCEL ENERGY	06/04/18	45.18
00724099	13822	XCEL ENERGY	06/04/18	48.04
00724100	13822	XCEL ENERGY	06/04/18	54.83
00724101	13822	XCEL ENERGY	06/04/18	57.30
00724102	13822	XCEL ENERGY	06/04/18	66.75
00724103	13822	XCEL ENERGY	06/04/18	72.09
00724104	13822	XCEL ENERGY	06/04/18	72.35
00724105	13822	XCEL ENERGY	06/04/18	76.04
00724106	13822	XCEL ENERGY	06/04/18	84.71
00724107	13822	XCEL ENERGY	06/04/18	102.01
00724108	13822	XCEL ENERGY	06/04/18	108.02
00724109	13822	XCEL ENERGY	06/04/18	141.07
00724110	13822	XCEL ENERGY	06/04/18	164.13
00724111	13822	XCEL ENERGY	06/04/18	451.81
00724112	13822	XCEL ENERGY	06/04/18	998.80
00724113	13822	XCEL ENERGY	06/04/18	1,061.19
00724114	13822	XCEL ENERGY	06/04/18	1,666.57
00724375	45983	AGREN BLANDO COURT REPORTING	06/07/18	567.55
00724376	88281	ALBERTS WATER & WASTEWATER SER	06/07/18	3,000.00
00724402	556579	DBT TRANSPORTATION SERVICES LL	06/07/18	1,185.00
00724404	13410	EASTERN SLOPE RURAL TELEPHONE	06/07/18	87.98
00724430	80246	MAILFINANCE	06/07/18	635.40
00724451	37110	SB PORTA BOWL RESTROOMS INC	06/07/18	396.00
00724456	41127	THYSSENKRUPP ELEVATOR CORP	06/07/18	300.00

County of Adams  
Net Warrants by Fund Detail

<u>43</u>		<u>Front Range Airport</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00724525	669966	QUANDARY CONSULTANTS LLC	06/08/18	446.25	
Fund Total				17,374.34	

County of Adams  
Net Warrants by Fund Detail

50 FLATROCK Facility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00724354	1007	UNITED POWER (UNION REA)	06/07/18	154.64
00724355	1007	UNITED POWER (UNION REA)	06/07/18	44.24
00724356	1007	UNITED POWER (UNION REA)	06/07/18	1,539.19
00724357	1007	UNITED POWER (UNION REA)	06/07/18	163.62
Fund Total				1,901.69



County of Adams  
Net Warrants by Fund Detail

Grand Total 2,235,678.10

**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>
	Equipment Rental					
	MAILFINANCE	00043	927982	308945	05/31/18	635.40
					Account Total	635.40
	Gas & Electricity					
	XCEL ENERGY	00043	927675	308413	05/30/18	9.14
	XCEL ENERGY	00043	927676	308413	05/30/18	10.21
					Account Total	19.35
	Telephone					
	CENTURYLINK	00043	927662	308411	05/30/18	49.20
					Account Total	49.20
	Water/Sewer/Sanitation					
	SB PORTA BOWL RESTROOMS INC	00043	927983	308945	06/01/18	396.00
	SWIMS DISPOSAL	00043	927665	308411	06/01/18	298.75
					Account Total	694.75
					Department Total	1,398.70

County of Adams  
Vendor Payment Report

<u>4308</u>	<u>Airport ATCT</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00043	927678	308413	05/30/18	13.98
	XCEL ENERGY	00043	927700	308422	05/30/18	1,061.19
					Account Total	1,075.17
	Telephone					
	CENTURYLINK	00043	927662	308411	05/30/18	49.79
	CENTURYLINK	00043	927662	308411	05/30/18	120.51
					Account Total	170.30
					Department Total	1,245.47

**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	927685	308415	05/30/18	57.30
					Account Total	57.30
	Pilot Supplies					
	SOUTH PARK EMBROIDERY	00043	927664	308411	05/30/18	994.03
					Account Total	994.03
	Promotion Expense					
	SOUTH PARK EMBROIDERY	00043	927664	308411	05/30/18	994.03
					Account Total	994.03
	Satellite Television					
	DISH NETWORK	00043	927663	308411	05/30/18	143.02
					Account Total	143.02
	Telephone					
	CENTURYLINK	00043	927662	308411	05/30/18	49.98
					Account Total	49.98
					Department Total	2,238.36

**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	927677	308413	05/30/18	12.65
	XCEL ENERGY	00043	927679	308413	05/30/18	20.22
	XCEL ENERGY	00043	927680	308413	05/30/18	299.14
	XCEL ENERGY	00043	927680	308413	05/30/18	599.43-
	XCEL ENERGY	00043	927680	308413	05/30/18	335.42
	XCEL ENERGY	00043	927681	308415	05/30/18	38.97
	XCEL ENERGY	00043	927682	308415	05/30/18	45.18
	XCEL ENERGY	00043	927683	308415	05/30/18	48.04
	XCEL ENERGY	00043	927684	308415	05/30/18	54.83
	XCEL ENERGY	00043	927686	308415	05/30/18	66.75
	XCEL ENERGY	00043	927690	308419	05/30/18	27.32
	XCEL ENERGY	00043	927690	308419	05/30/18	44.77
	XCEL ENERGY	00043	927691	308419	05/30/18	72.35
	XCEL ENERGY	00043	927692	308419	05/30/18	76.04
	XCEL ENERGY	00043	927693	308419	05/30/18	31.14
	XCEL ENERGY	00043	927693	308419	05/30/18	53.57
	XCEL ENERGY	00043	927694	308419	05/30/18	1,187.67
	XCEL ENERGY	00043	927694	308419	05/30/18	1,085.66-
	XCEL ENERGY	00043	927695	308419	05/30/18	108.02
	XCEL ENERGY	00043	927696	308422	05/30/18	907.44
	XCEL ENERGY	00043	927696	308422	05/30/18	774.67-
	XCEL ENERGY	00043	927696	308422	05/30/18	8.30
	XCEL ENERGY	00043	927697	308422	05/30/18	547.68
	XCEL ENERGY	00043	927697	308422	05/30/18	87.73
	XCEL ENERGY	00043	927697	308422	05/30/18	471.28-
	XCEL ENERGY	00043	927698	308422	05/30/18	451.81
	XCEL ENERGY	00043	927701	308422	05/30/18	1,438.24
	XCEL ENERGY	00043	927701	308422	05/30/18	228.33
					Account Total	3,260.57
	Telephone					
	EASTERN SLOPE RURAL TELEPHONE	00043	927981	308945	06/01/18	87.98
					Account Total	87.98
					Department Total	3,348.55

County of Adams  
Vendor Payment Report

<u>2051</u>	<u>ANS - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Animal Control/Shelter					
	HOOD JULIE	00001	927877	308892	06/05/18	125.00
					Account Total	125.00
					Department Total	125.00

County of Adams  
Vendor Payment Report

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Legal Notices					
	COLORADO COMMUNITY MEDIA	00001	927283	308165	05/25/18	19.52
	COLORADO COMMUNITY MEDIA	00001	927284	308165	05/25/18	11.24
	COLORADO COMMUNITY MEDIA	00001	927285	308165	05/25/18	22.44
					Account Total	53.20
					Department Total	53.20

County of Adams  
Vendor Payment Report

<u>34</u>	<u>Comm Services Blk Grant Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	INSIGHT PUBLIC SECTOR	00034	928175	309092	06/06/18	437.04
					Account Total	437.04
					Department Total	437.04



County of Adams  
Vendor Payment Report

9275	Community Corrections	Fund	Voucher	Batch No	GL Date	Amount
	Education & Training					
	CACCB	00001	927874	308892	06/05/18	40.00
					Account Total	40.00
	Mileage Reimbursements					
	ANGELL LINDA S	00001	927875	308892	06/05/18	26.49
					Account Total	26.49
	Operating Supplies					
	COLO CORRECTIONAL INDUSTRIES	00001	927873	308892	06/05/18	30.35
	SHRED IT USA LLC	00001	927872	308892	06/05/18	30.00
					Account Total	60.35
					Department Total	126.84

**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>
	Maintenance Contracts					
	COSTAR REALTY INFORMATION INC	00001	927751	308634	06/01/18	2,948.81
					Account Total	2,948.81
	Operating Supplies					
	PEPPERDINE'S MARKING PRODUCTS	00001	927752	308634	06/01/18	24.75
					Account Total	24.75
	Other Professional Serv					
	ADAMS COUNTY TREASURER	00001	928093	309068	06/06/18	8,819.18
					Account Total	8,819.18
					Department Total	11,792.74

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

<u>1013</u>	<u>County Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	G.R MILLER P.C.	00001	927074	307908	05/23/18	1,112.50
	HILL & ROBBINS	00001	928087	309062	06/06/18	.60
					Account Total	1,113.10
	Minor Equipment					
	PPS INTERIORS	00001	927939	308900	06/05/18	160.00
					Account Total	160.00
	Other Professional Serv					
	JEFFERSON COUNTY SHERIFF	00001	927071	307908	05/23/18	10.00
	JEFFERSON COUNTY SHERIFF	00001	927072	307908	05/23/18	24.00
	SWEEPSTAKES UNLIMITED	00001	927375	308341	05/29/18	45.00
	SWEEPSTAKES UNLIMITED	00001	927376	308341	05/29/18	45.00
					Account Total	124.00
					Department Total	1,397.10

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 - Training					
	WEATHERCALL SERVICES LLC	00019	927373	308341	05/29/18	2,318.95
					Account Total	2,318.95
					Department Total	2,318.95

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					
	DAMO JERIN	00001	925997	306684	05/08/18	135.25
	KARRE MEREDITH	00001	925996	306684	05/08/18	118.25
	OXARART MARISSA	00001	927034	306684	05/22/18	135.25
	REINSTEIN HOWARD	00001	925995	306684	05/08/18	135.25
	WIGGINS REBECCA	00001	925998	306684	05/08/18	118.25
					Account Total	642.25
					Department Total	642.25

County of Adams  
Vendor Payment Report

<u>942017</u>	<u>CDBG MHR 2017/2018</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	REED RICHARD	00030	927879	308892	06/05/18	24.70
					Account Total	24.70
					Department Total	24.70

County of Adams  
Vendor Payment Report

<u>941017</u>	<u>CDBG 2017/2018</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	REED RICHARD	00030	927878	308892	06/05/18	267.74
					Account Total	267.74
					Department Total	267.74

County of Adams  
Vendor Payment Report

<u>1020</u>	<u>CLK Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	HICO	00001	927962	308917	06/05/18	18.00
					Account Total	18.00
					Department Total	18.00



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

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<u>1022</u>	<u>CLK Elections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Destruction of Records					
	SHRED IT USA LLC	00001	927968	308917	06/05/18	30.00
					Account Total	30.00
	Legal Notices					
	COLORADO COMMUNITY MEDIA	00001	928092	309067	06/06/18	55.72
					Account Total	55.72
	Minor Equipment					
	RUNBECK ELECTION SERVICES	00001	928049	309062	06/06/18	.05
					Account Total	.05
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	927961	308917	06/05/18	500.00
					Account Total	500.00
	Subscrip/Publications					
	COLORADO COMMUNITY MEDIA	00001	927969	308917	06/05/18	30.00
					Account Total	30.00
					Department Total	615.77

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

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Destruction of Records					
	SHRED IT USA LLC	00001	927967	308917	06/05/18	85.00
					Account Total	85.00
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	927949	308917	06/05/18	17.19
	ALSCO AMERICAN INDUSTRIAL	00001	927950	308917	06/05/18	17.19
	ALSCO AMERICAN INDUSTRIAL	00001	927951	308917	06/05/18	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	927952	308917	06/05/18	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	927953	308917	06/05/18	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	927954	308917	06/05/18	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	927955	308917	06/05/18	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	927956	308917	06/05/18	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	927957	308917	06/05/18	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	927958	308917	06/05/18	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	928089	309067	06/06/18	18.96
	HICO	00001	927963	308917	06/05/18	18.00
	HICO	00001	927964	308917	06/05/18	18.00
	HICO	00001	927965	308917	06/05/18	18.00
	HICO	00001	927966	308917	06/05/18	18.00
					Account Total	306.54
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	927959	308917	06/05/18	2,496.50
	COPYCO QUALITY PRINTING INC	00001	927960	308917	06/05/18	796.00
					Account Total	3,292.50
	Security Service					
	ALLIED UNIVERSAL SECURITY SERV	00001	927947	308917	06/05/18	1,725.39
	ALLIED UNIVERSAL SECURITY SERV	00001	927948	308917	06/05/18	1,892.45
					Account Total	3,617.84
					Department Total	7,301.88

County of Adams  
Vendor Payment Report

<u>951016</u>	<u>CSBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ADAMS COUNTY FOOD BANK	00034	928253	309213	06/07/18	2,698.40
	ALMOST HOME INC	00034	928254	309213	06/07/18	7,249.49
					Account Total	9,947.89
					Department Total	9,947.89

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

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	927754	308656	06/01/18	14.41
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	927754	308656	06/01/18	125.24
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	927754	308656	06/01/18	156.61
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	927754	308656	06/01/18	120.24
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	927754	308656	06/01/18	107.01
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	928259	309218	06/07/18	165.32
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	928259	309218	06/07/18	91.63
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	928259	309218	06/07/18	301.16
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	928259	309218	06/07/18	123.18
	AYALA HALEIGH	00001	927755	308656	06/01/18	8.53
	AYALA TRACY	00001	927756	308656	06/01/18	8.53
					Account Total	1,221.86
					Department Total	1,221.86

County of Adams  
Vendor Payment Report

<u>99500</u>	<u>Employment First</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	CLARK RYNE	00035	928181	309098	06/06/18	14.17
					Account Total	14.17
					Department Total	14.17

**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	928282	309188	06/07/18	801.42
	ABRA AUTO BODY & GLASS	00006	928068	309062	06/06/18	25.00
	ABRA AUTO BODY & GLASS	00006	928070	309062	06/06/18	160.00
	ABRA AUTO BODY & GLASS	00006	928102	309083	06/06/18	25.00
	ABRA AUTO BODY & GLASS	00006	928103	309083	06/06/18	25.00
	ABRA AUTO BODY & GLASS	00006	928104	309083	06/06/18	25.00
	ABRA AUTO BODY & GLASS	00006	928105	309083	06/06/18	160.00
	ABRA AUTO BODY & GLASS	00006	928133	309083	06/06/18	160.00
	ACS MANAGEMENT LLC	00006	928132	309083	06/06/18	3,900.00
	BRUCKNER TRUCK SALES INC	00006	928277	309188	06/07/18	5,578.00
	BRUCKNER TRUCK SALES INC	00006	928277	309188	06/07/18	72,950.00
	JOHN ELWAY CHEVROLET	00006	928184	309092	06/06/18	36,825.00
	LARRY H MILLER FORD LAKEWOOD	00006	928278	309188	06/07/18	29,570.00
	LARRY H MILLER FORD LAKEWOOD	00006	928279	309188	06/07/18	29,570.00
	LARRY H MILLER FORD LAKEWOOD	00006	928280	309188	06/07/18	29,570.00
	LARRY H MILLER FORD LAKEWOOD	00006	928281	309188	06/07/18	29,570.00
	PRECISE MRM LLC	00006	928131	309083	06/06/18	5,208.00
	SAM HILL OIL INC	00006	928057	309062	06/06/18	2,184.54
	SAM HILL OIL INC	00006	928127	309083	06/06/18	3,502.50
	SAM HILL OIL INC	00006	928128	309083	06/06/18	19,506.82
	SAM HILL OIL INC	00006	928134	309083	06/06/18	17,061.72
	SPRADLEY BARR FORD GREELEY	00006	928276	309188	06/07/18	37,040.00
	WAGNER RENTS INC	00006	928067	309062	06/06/18	21,800.63
	WEX BANK	00006	928058	309062	06/06/18	3,041.80
					Account Total	348,260.43
					Department Total	348,260.43

County of Adams  
Vendor Payment Report

<u>9243</u>	<u>Extension - Family &amp; Consumer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	JUAREZ SANCHEZ DIANA	00001	927827	308761	06/04/18	65.07
					Account Total	65.07
	Other Communications					
	VERIZON WIRELESS	00001	927826	308761	06/04/18	41.15
					Account Total	41.15
					Department Total	106.22

County of Adams  
Vendor Payment Report

9240	Extension - Horticulture	Fund	Voucher	Batch No	GL Date	Amount
	Other Communications					
	VERIZON WIRELESS	00001	927826	308761	06/04/18	41.15
					Account Total	41.15
	Travel & Transportation					
	ANDERSON CASSIE	00001	927069	307815	05/22/18	230.00
					Account Total	230.00
					Department Total	271.15



County of Adams  
Vendor Payment Report

<u>9241</u>	<u>Extension- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Minor Equipment					
	PLOTTER SUPPLIES INC	00001	927054	307815	05/22/18	247.00
					Account Total	247.00
	Other Communications					
	VERIZON WIRELESS	00001	927826	308761	06/04/18	96.35
					Account Total	96.35
					Department Total	343.35

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

<u>9244</u>	<u>Extension- 4-H/Youth</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	COPYCO QUALITY PRINTING INC	00001	927055	307815	05/22/18	145.00
	EXTENSION ACTIVITY FUND	00001	927828	308761	06/04/18	413.15
					Account Total	558.15
	Other Communications					
	VERIZON WIRELESS	00001	927826	308761	06/04/18	41.15
	VERIZON WIRELESS	00001	927826	308761	06/04/18	41.15
	VERIZON WIRELESS	00001	927826	308761	06/04/18	41.15
					Account Total	123.45
					Department Total	681.60

County of Adams  
Vendor Payment Report

<u>1017</u>	<u>Finance Purchasing</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	FORRISTALL ANNA	00001	927871	308892	06/05/18	101.00
					Account Total	101.00
					Department Total	101.00

County of Adams  
Vendor Payment Report

9111	Fleet- Admin	Fund	Voucher	Batch No	GL Date	Amount
	Education & Training					
	HARLEY-DAVIDSON MOTOR COMPANY	00006	927985	308948	06/05/18	1,190.00
					Account Total	1,190.00
	Licenses and Fees					
	ENVIROTEST SYSTEMS CORP	00006	928250	309205	06/07/18	1,250.00
					Account Total	1,250.00
					Department Total	2,440.00

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

<u>9114</u>	<u>Fleet- Commerce</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Tools Reimbursement					
	CHAVIRA JAIME	00006	928251	309205	06/07/18	245.80
	SMITH JAVON D	00006	927725	308527	05/31/18	12.23
					Account Total	258.03
	Travel & Transportation					
	DIETRICH HERMAN A	00006	927946	308916	06/05/18	186.00
	PATRIDGE CHRISTOPHER	00006	927945	308916	06/05/18	186.00
					Account Total	372.00
	Vehicle Repair & Maint					
	JB AUTO CLEAN	00006	927724	308527	05/31/18	500.00
					Account Total	500.00
					Department Total	1,130.03

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	928086	309062	06/06/18	3,000.00
	DBT TRANSPORTATION SERVICES LL	00043	928075	309062	06/06/18	1,185.00
	QUANDARY CONSULTANTS LLC	00043	928273	309188	06/07/18	446.25
	THYSSENKRUPP ELEVATOR CORP	00043	928076	309062	06/06/18	300.00
					Account Total	4,931.25
					Department Total	4,931.25

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

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8398	00001	927636	308395	04/20/18	838.30
	Energy Cap Bill ID=8435	00001	927637	308395	05/10/18	155.13
	Energy Cap Bill ID=8437	00001	927638	308395	05/17/18	99.36
	Energy Cap Bill ID=8438	00001	927639	308395	05/17/18	571.77
	Energy Cap Bill ID=8447	00001	927895	308894	05/17/18	61.39
	Energy Cap Bill ID=8478	00001	927896	308894	05/23/18	101.85
					Account Total	1,827.80
					Department Total	1,827.80

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=8433	00001	927630	308395	05/09/18	365.02
	Energy Cap Bill ID=8434	00001	927631	308395	05/07/18	1,508.87
	Energy Cap Bill ID=8455	00001	927891	308894	05/18/18	48.66
					Account Total	1,922.55
					Department Total	1,922.55



County of Adams  
Vendor Payment Report

<u>1113</u>	<u>FO - Children &amp; Family Service</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8439	00001	927647	308395	05/17/18	1,273.76
					Account Total	1,273.76
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8456	00001	927906	308894	05/21/18	90.77
					Account Total	90.77
					Department Total	1,364.53

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=8416	00001	927624	308395	05/13/18	399.23
					Account Total	399.23
					Department Total	399.23

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

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8469	00001	927907	308894	05/23/18	5,523.62
	Energy Cap Bill ID=8480	00001	927908	308894	05/24/18	241.16
					Account Total	5,764.78
	Maintenance Contracts					
	MILE HIGH TREE CARE INC	00001	927941	308900	06/05/18	1,500.00
					Account Total	1,500.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8431	00001	927648	308395	05/04/18	753.36
					Account Total	753.36
					Department Total	8,018.14

## 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>
	Gas & Electricity					
	Energy Cap Bill ID=8459	00050	927918	308894	05/23/18	154.64
	Energy Cap Bill ID=8460	00050	927919	308894	05/23/18	44.24
	Energy Cap Bill ID=8461	00050	927920	308894	05/23/18	1,539.19
	Energy Cap Bill ID=8471	00050	927921	308894	05/23/18	163.62
	Energy Cap Bill ID=8475	00050	927922	308894	05/24/18	113.73
					Account Total	2,015.42
					Department Total	2,015.42

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

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<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					
	COLO DOORWAYS INC	00001	927940	308900	06/05/18	132.52
					Account Total	132.52
	Gas & Electricity					
	Energy Cap Bill ID=8429	00001	927633	308395	05/09/18	2,859.00
	Energy Cap Bill ID=8436	00001	927634	308395	05/09/18	24,625.00
					Account Total	27,484.00
	Maintenance Contracts					
	COLO DEPT OF PUBLIC HEALTH & E	00001	927937	308900	06/05/18	423.40
	SUMMIT LABORATORIES INC	00001	927942	308900	06/05/18	480.00
					Account Total	903.40
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8430	00001	927635	308395	05/11/18	3,074.83
					Account Total	3,074.83
					Department Total	31,594.75

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

<u>1070</u>	<u>FO - Honnen/Plan&amp;Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8389	00001	927882	308894	04/25/18	132.86
	Energy Cap Bill ID=8472	00001	927883	308894	05/17/18	505.96
	Energy Cap Bill ID=8477	00001	927884	308894	05/23/18	83.94
					Account Total	722.76
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8425	00001	927625	308395	05/13/18	578.86
	Energy Cap Bill ID=8426	00001	927626	308395	05/13/18	24.24
	Energy Cap Bill ID=8427	00001	927627	308395	05/13/18	45.65
	Energy Cap Bill ID=8428	00001	927628	308395	05/13/18	45.65
	Energy Cap Bill ID=8448	00001	927885	308894	05/20/18	175.81
					Account Total	870.21
					Department Total	1,592.97

County of Adams  
Vendor Payment Report

<u>1067</u>	<u>FO - Human Service Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8476	00001	927880	308894	05/23/18	<u>2,086.97</u>
					Account Total	<u>2,086.97</u>
					Department Total	<u><u>2,086.97</u></u>

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

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8440	00001	927886	308894	05/18/18	2,542.64
	Energy Cap Bill ID=8468	00001	927887	308894	05/23/18	23,815.10
	Energy Cap Bill ID=8470	00001	927888	308894	05/23/18	20.60
					Account Total	26,378.34
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8432	00001	927629	308395	05/04/18	5,994.23
					Account Total	5,994.23
					Department Total	32,372.57



**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>
	Gas & Electricity					
	Energy Cap Bill ID=8457	00001	927909	308894	05/23/18	21,455.46
	Energy Cap Bill ID=8462	00001	927910	308894	05/23/18	547.58
	Energy Cap Bill ID=8463	00001	927911	308894	05/23/18	7,444.76
	Energy Cap Bill ID=8467	00001	927912	308894	05/23/18	62.09
	Energy Cap Bill ID=8479	00001	927913	308894	05/23/18	165.39
	Energy Cap Bill ID=8481	00001	927914	308894	05/18/18	8,869.96
					Account Total	38,545.24
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8452	00001	927915	308894	05/18/18	131.08
	Energy Cap Bill ID=8465	00001	927916	308894	05/18/18	19,675.09
	Energy Cap Bill ID=8466	00001	927917	308894	05/18/18	13,412.92
					Account Total	33,219.09
					Department Total	71,764.33

County of Adams  
Vendor Payment Report

<u>1072</u>	<u>FO - West Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8451	00001	927889	308894	05/23/18	883.94
	Energy Cap Bill ID=8453	00001	927890	308894	05/23/18	42.64
					Account Total	926.58
					Department Total	926.58

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=8442	00001	927892	308894	05/18/18	1,110.14
	Energy Cap Bill ID=8473	00001	927893	308894	05/23/18	10,376.50
					Account Total	11,486.64
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8424	00001	927632	308395	05/13/18	1,152.74
					Account Total	1,152.74
					Department Total	12,639.38

County of Adams  
Vendor Payment Report

<u>1069</u>	<u>FO-Animal Shelter Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8441	00001	927881	308894	05/18/18	3,112.28
					Account Total	3,112.28
					Department Total	3,112.28

County of Adams  
Vendor Payment Report

1112	FO-Sheriff HQ/Coroner Building	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=8474	00001	927903	308894	05/24/18	295.96
					Account Total	295.96
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8454	00001	927904	308894	05/18/18	800.10
	Energy Cap Bill ID=8464	00001	927905	308894	05/18/18	176.14
					Account Total	976.24
					Department Total	1,272.20

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

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ALLIED UNIVERSAL SECURITY SERV	00001	928225	309092	06/07/18	1,667.70
	ALLIED UNIVERSAL SECURITY SERV	00001	928226	309092	06/07/18	1,612.80
	AMERICAN EAGLE DISTRIBUTING	00001	928094	309062	06/06/18	658.50
	ARMORED KNIGHTS INC	00001	928101	309083	06/06/18	332.44
	ARMORED KNIGHTS INC	00001	928101	309083	06/06/18	332.44
	ARMORED KNIGHTS INC	00001	928101	309083	06/06/18	332.44
	ARMORED KNIGHTS INC	00001	928101	309083	06/06/18	332.44
	ARMORED KNIGHTS INC	00001	928101	309083	06/06/18	332.44
	ARMORED KNIGHTS INC	00001	928101	309083	06/06/18	332.44
	BIG PAULIE PRODUCTIONS LLC	00001	928274	309188	06/07/18	22,500.00
	BIG PAULIE PRODUCTIONS LLC	00001	928275	309188	06/07/18	22,500.00
	CINTAS CORPORATION #66	00001	928185	309092	06/06/18	150.32
	CINTAS CORPORATION #66	00001	928223	309092	06/07/18	142.24
	CLIFTONLARSONALLEN LLP	00001	928072	309062	06/06/18	22,625.00
	COMMERCIAL CLEANING SYSTEMS	00001	928113	309083	06/06/18	26,217.65
	COMMERCIAL CLEANING SYSTEMS	00001	928113	309083	06/06/18	4,057.47
	COMMERCIAL CLEANING SYSTEMS	00001	928113	309083	06/06/18	420.54
	COMMERCIAL CLEANING SYSTEMS	00001	928113	309083	06/06/18	683.85
	COMMERCIAL CLEANING SYSTEMS	00001	928113	309083	06/06/18	690.68
	COMMERCIAL CLEANING SYSTEMS	00001	928113	309083	06/06/18	422.40
	COMMERCIAL CLEANING SYSTEMS	00001	928113	309083	06/06/18	2,911.76
	COMMERCIAL CLEANING SYSTEMS	00001	928113	309083	06/06/18	18,165.84
	COMMERCIAL CLEANING SYSTEMS	00001	928113	309083	06/06/18	578.85
	COMMERCIAL CLEANING SYSTEMS	00001	928113	309083	06/06/18	799.02
	COMMERCIAL CLEANING SYSTEMS	00001	928113	309083	06/06/18	1,634.09
	COMMERCIAL CLEANING SYSTEMS	00001	928113	309083	06/06/18	791.14
	COMMERCIAL CLEANING SYSTEMS	00001	928113	309083	06/06/18	4,240.43
	COMMERCIAL CLEANING SYSTEMS	00001	928113	309083	06/06/18	419.31
	COMMERCIAL CLEANING SYSTEMS	00001	928113	309083	06/06/18	1,553.67
	COMMERCIAL CLEANING SYSTEMS	00001	928113	309083	06/06/18	3,690.57
	COMMERCIAL CLEANING SYSTEMS	00001	928113	309083	06/06/18	619.72
	COMMERCIAL CLEANING SYSTEMS	00001	928113	309083	06/06/18	1,325.76
	COMMERCIAL CLEANING SYSTEMS	00001	928113	309083	06/06/18	6,585.68
	DENOVO VENTURES LLC	00001	928123	309083	06/06/18	87.50
	DENOVO VENTURES LLC	00001	928172	309092	06/06/18	12,000.00

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

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	DENOVO VENTURES LLC	00001	928172	309092	06/06/18	2,640.00
	DENOVO VENTURES LLC	00001	928172	309092	06/06/18	7,800.00
	DENOVO VENTURES LLC	00001	928172	309092	06/06/18	1,716.00
	DENOVO VENTURES LLC	00001	928173	309092	06/06/18	612.50
	DOUBLE R EXCAVATING INC	00001	928122	309083	06/06/18	69,165.00
	ESRI INC	00001	928126	309083	06/06/18	75,000.00
	FOUND MY KEYS	00001	927788	308676	06/01/18	1,305.00
	GETTY IMAGES (US) INC	00001	928083	309062	06/06/18	4,100.00
	GRANICUS INC	00001	928183	309092	06/06/18	300.00
	HELTON & WILLIAMSEN PC	00001	928074	309062	06/06/18	1,416.38
	HIGH COUNTRY BEVERAGE	00001	928246	309092	06/07/18	1,033.20
	HILL & ROBBINS	00001	928087	309062	06/06/18	836.00
	HILL'S PET NUTRITION SALES INC	00001	928222	309092	06/07/18	680.40
	IDEXX DISTRIBUTION INC	00001	928186	309092	06/06/18	120.59
	IDEXX DISTRIBUTION INC	00001	928195	309092	06/06/18	251.80
	K&H INTEGRATED PRINT SOLUTIONS	00001	928051	309062	06/06/18	28,047.59
	K&H INTEGRATED PRINT SOLUTIONS	00001	928053	309062	06/06/18	2,792.34
	LEWAN TECHNOLOGY	00001	928174	309092	06/06/18	44,513.00
	MOUNTAIN STATES IMAGING LLC	00001	928237	309092	06/07/18	210.87
	MWI VETERINARY SUPPLY CO	00001	928187	309092	06/06/18	100.13
	MWI VETERINARY SUPPLY CO	00001	928188	309092	06/06/18	62.44
	MWI VETERINARY SUPPLY CO	00001	928189	309092	06/06/18	30.30
	MWI VETERINARY SUPPLY CO	00001	928190	309092	06/06/18	410.32
	MWI VETERINARY SUPPLY CO	00001	928191	309092	06/06/18	338.40
	MWI VETERINARY SUPPLY CO	00001	928192	309092	06/06/18	84.57
	MWI VETERINARY SUPPLY CO	00001	928193	309092	06/06/18	6,237.50
	MWI VETERINARY SUPPLY CO	00001	928194	309092	06/06/18	249.50
	MWI VETERINARY SUPPLY CO	00001	928230	309092	06/07/18	11.88
	MWI VETERINARY SUPPLY CO	00001	928231	309092	06/07/18	682.50
	MWI VETERINARY SUPPLY CO	00001	928232	309092	06/07/18	206.39
	MWI VETERINARY SUPPLY CO	00001	928233	309092	06/07/18	14.32
	MWI VETERINARY SUPPLY CO	00001	928234	309092	06/07/18	179.29
	MWI VETERINARY SUPPLY CO	00001	928235	309092	06/07/18	2,417.46
	MWI VETERINARY SUPPLY CO	00001	928236	309092	06/07/18	96.33
	OPEN JUSTICE BROKER CONSORTIUM	00001	927785	308675	05/31/18	1,560.00
	OPEN JUSTICE BROKER CONSORTIUM	00001	927786	308675	05/31/18	5,000.00

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

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	PATTERSON VETERINARY SUPPLY IN	00001	928218	309092	06/07/18	1,581.35
	PATTERSON VETERINARY SUPPLY IN	00001	928220	309092	06/07/18	38.25
	PATTERSON VETERINARY SUPPLY IN	00001	928221	309092	06/07/18	505.19
	PITNEY BOWES	00001	927351	308197	05/25/18	1,182.18
	PITNEY BOWES	00001	927351	308197	05/25/18	125.91
	RANDSTAD US LP	00001	928219	309092	06/07/18	774.47
	RUNBECK ELECTION SERVICES	00001	928049	309062	06/06/18	138.13
	SANITY SOLUTIONS INC	00001	928177	309092	06/06/18	2,200.00
	SANITY SOLUTIONS INC	00001	928178	309092	06/06/18	2,272.84
	SANITY SOLUTIONS INC	00001	928180	309092	06/06/18	49,991.24
	SCHULTZ PUBLIC AFFAIRS LLC	00001	928224	309092	06/07/18	4,333.33
	SELECTRON TECHNOLOGIES INC	00001	928124	309083	06/06/18	32,075.00
	SHERMAN & HOWARD LLC	00001	928229	309092	06/07/18	1,650.00
	STATE OF COLORADO	00001	928135	309083	06/06/18	11,568.36
	STATE OF COLORADO	00001	928135	309083	06/06/18	366.36
	STATE OF COLORADO	00001	928136	309083	06/06/18	696.56
	STATE OF COLORADO	00001	928136	309083	06/06/18	41.62
	STATE OF COLORADO	00001	928228	309188	06/07/18	998.37
	STATE OF COLORADO	00001	928228	309188	06/07/18	464.12
	THYSSENKRUPP ELEVATOR CORP	00001	928114	309083	06/06/18	325.00
	THYSSENKRUPP ELEVATOR CORP	00001	928114	309083	06/06/18	791.00
	THYSSENKRUPP ELEVATOR CORP	00001	928114	309083	06/06/18	250.00
	THYSSENKRUPP ELEVATOR CORP	00001	928114	309083	06/06/18	250.00
	THYSSENKRUPP ELEVATOR CORP	00001	928114	309083	06/06/18	2,575.00
	THYSSENKRUPP ELEVATOR CORP	00001	928114	309083	06/06/18	675.00
	THYSSENKRUPP ELEVATOR CORP	00001	928114	309083	06/06/18	250.00
	THYSSENKRUPP ELEVATOR CORP	00001	928114	309083	06/06/18	91.21
	THYSSENKRUPP ELEVATOR CORP	00001	928114	309083	06/06/18	1,182.04
	THYSSENKRUPP ELEVATOR CORP	00001	928114	309083	06/06/18	125.00
	TRI COUNTY HEALTH DEPT	00001	928182	309092	06/06/18	294,546.00
	TYGRET DEBRA R	00001	927787	308676	06/01/18	342.00
	VISION SOLUTIONS INC	00001	928125	309083	06/06/18	12,000.00
	WRIGHTWAY INDUSTRIES INC	00001	928215	309092	06/06/18	536.70
	ZOE TRAINING & CONSULTING	00001	928286	309188	06/07/18	18,948.07
Account Total						865,859.43
Department Total						865,859.43



**County of Adams**  
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<u>5026</u>	<u>Golf Course- Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	927745	308537	05/31/18	3,271.40
	UNITED POWER (UNION REA)	00005	927746	308537	05/31/18	175.73
	UNITED POWER (UNION REA)	00005	927747	308537	05/31/18	765.01
	UNITED POWER (UNION REA)	00005	927750	308537	05/31/18	3,918.30
	UNITED POWER (UNION REA)	00005	927750	308537	05/31/18	30.56
					Account Total	8,161.00
	Grounds Maintenance					
	AGFINITY INC	00005	927729	308537	05/31/18	628.20
	LITTLE VALLEY NURSERIES INC	00005	927738	308537	05/31/18	92.90
	WINFIELD SOLUTIONS LLC	00005	927748	308537	05/31/18	2,536.00
	WINFIELD SOLUTIONS LLC	00005	927749	308537	05/31/18	62.50
					Account Total	3,319.60
	Other Repair & Maint					
	ANA ASSOCIATES LLC	00005	927733	308537	05/31/18	630.00
	CEM LAKE MGMT	00005	927734	308537	05/31/18	473.00
					Account Total	1,103.00
	Repair & Maint Supplies					
	ALSCO AMERICAN INDUSTRIAL	00005	927730	308537	05/31/18	45.58
	ALSCO AMERICAN INDUSTRIAL	00005	927731	308537	05/31/18	47.49
	ALSCO AMERICAN INDUSTRIAL	00005	927732	308537	05/31/18	45.58
	DXP ENTERPRISES INC	00005	927735	308537	05/31/18	51.00
	E & G TERMINAL INC	00005	927736	308537	05/31/18	37.40
					Account Total	227.05
	Vehicle Parts & Supplies					
	L L JOHNSON DIST	00005	927739	308537	05/31/18	419.40
	L L JOHNSON DIST	00005	927740	308537	05/31/18	66.04
	L L JOHNSON DIST	00005	927741	308537	05/31/18	18.42
	L L JOHNSON DIST	00005	927742	308537	05/31/18	311.25
	L L JOHNSON DIST	00005	927743	308537	05/31/18	137.50
					Account Total	952.61
					Department Total	13,763.26

County of Adams  
Vendor Payment Report

5021	Golf Course- Pro Shop	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	927744	308537	05/31/18	114.02
	UNITED POWER (UNION REA)	00005	927750	308537	05/31/18	2,623.43
					Account Total	2,737.45
	Golf Carts					
	INTERSTATE BATTERY OF ROCKIES	00005	927737	308537	05/31/18	230.32
					Account Total	230.32
					Department Total	2,967.77

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					
	DAVIS GRAHAM & STUBBS LLP	00001	927075	307908	05/23/18	1,000.50
					Account Total	1,000.50
					Department Total	1,000.50

**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					
	CARNATION BUILDING SERVICES IN	00031	928112	309083	06/06/18	1,559.92
	CESCO LINGUISTIC SERVICE INC	00031	928060	309062	06/06/18	89.00
	CESCO LINGUISTIC SERVICE INC	00031	928063	309062	06/06/18	126.50
	CESCO LINGUISTIC SERVICE INC	00031	928064	309062	06/06/18	60.00
	CESCO LINGUISTIC SERVICE INC	00031	928214	309092	06/06/18	141.00
	MEADOW GOLD DAIRY	00031	928065	309062	06/06/18	119.70
	MEADOW GOLD DAIRY	00031	928108	309083	06/06/18	13.30
	MEADOW GOLD DAIRY	00031	928109	309083	06/06/18	26.60
	MEADOW GOLD DAIRY	00031	928110	309083	06/06/18	39.90
	MEADOW GOLD DAIRY	00031	928111	309083	06/06/18	93.10
	MEADOW GOLD DAIRY	00031	928115	309083	06/06/18	39.90
	MEADOW GOLD DAIRY	00031	928116	309083	06/06/18	53.20
	MEADOW GOLD DAIRY	00031	928117	309083	06/06/18	26.60
	MEADOW GOLD DAIRY	00031	928118	309083	06/06/18	39.90
	MEADOW GOLD DAIRY	00031	928119	309083	06/06/18	66.50
	MEADOW GOLD DAIRY	00031	928120	309083	06/06/18	159.60
	MEADOW GOLD DAIRY	00031	928205	309092	06/06/18	119.70
	MEADOW GOLD DAIRY	00031	928206	309092	06/06/18	106.40
	MEADOW GOLD DAIRY	00031	928207	309092	06/06/18	66.50
	MEADOW GOLD DAIRY	00031	928208	309092	06/06/18	39.90
	MEADOW GOLD DAIRY	00031	928209	309092	06/06/18	66.50
	MEADOW GOLD DAIRY	00031	928210	309092	06/06/18	53.20
	MEADOW GOLD DAIRY	00031	928211	309092	06/06/18	93.10
	SYSCO DENVER	00031	928212	309092	06/06/18	255.04
	SYSCO DENVER	00031	928213	309092	06/06/18	48.17
					Account Total	3,503.23
					Department Total	3,503.23

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

<u>1015</u>	<u>Human Resources- Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Insurance Premiums					
	DELTA DENTAL PLAN OF COLO	00001	927842	308802	06/04/18	35.99
	KAISER PERMANENTE	00001	927846	308802	06/04/18	9,150.00
	SECURE HORIZONS	00001	927854	308802	06/04/18	1,550.00
	SECURE HORIZONS	00001	927860	308802	06/04/18	1,550.00
	UNITED HEALTHCARE	00001	927858	308802	06/04/18	7,500.00
					Account Total	19,785.99
	Other Professional Serv					
	SHRED IT USA LLC	00001	927689	308416	05/30/18	100.00
					Account Total	100.00
	Special Events					
	GUYER DEANNA	00001	927688	308416	05/30/18	107.24
	HICKS JERRY	00001	927687	308416	05/30/18	148.40
					Account Total	255.64
					Department Total	20,141.63

County of Adams  
Vendor Payment Report

<u>1079</u>	<u>Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Repair & Maint					
	PARK 12 HUNDRED OWNERS ASSOCIA	00001	927938	308900	06/05/18	12,252.00
					Account Total	12,252.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8446	00001	927894	308894	05/23/18	3,901.18
					Account Total	3,901.18
					Department Total	16,153.18

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

<u>935118</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	COMMUNITY REACH CENTER FOUNDAT	00031	927798	308755	06/04/18	6,190.04
					Account Total	6,190.04
	Education & Training					
	3WESOLUTIONS LLC	00031	927790	308755	06/04/18	370.00
					Account Total	370.00
	Food Supplies					
	SYSCO DENVER	00031	927831	308755	06/04/18	45.83
	SYSCO DENVER	00031	927832	308755	06/04/18	64.15
					Account Total	109.98
	Interpreting Services					
	LANGUAGE LINE SERVICES	00031	927840	308755	06/04/18	30.34
					Account Total	30.34
	Licenses and Fees					
	COLO DEPT OF HUMAN SERVICES	00031	927830	308755	06/04/18	296.00
					Account Total	296.00
	Mileage Reimbursements					
	BRAGGS- JONES SHONDRELA	00031	927792	308755	06/04/18	89.93
	CALDERON SHELLY	00031	927793	308755	06/04/18	12.15
	ORTIZ REBECCA T	00031	927836	308755	06/04/18	41.75
	RAMIREZ SUSANA	00031	927802	308755	06/04/18	67.04
	SMITH DIANA	00031	927803	308755	06/04/18	44.96
	WHISENANT ELISA A	00031	927834	308755	06/04/18	23.44
	YANEZ ARTURO	00031	927835	308755	06/04/18	20.98
					Account Total	300.25
	Operating Supplies					
	CINTAS CORPORATION NO 2	00031	927837	308755	06/04/18	123.65
					Account Total	123.65
	Other Professional Serv					
	ADAMS COUNTY SHERIFF DEPT	00031	927791	308755	06/04/18	5.00
	COLO DEPT OF HUMAN SERVICES	00031	927797	308755	06/04/18	28.00
					Account Total	33.00
	Special Events					

County of Adams  
Vendor Payment Report

<u>935118</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	SYSCO DENVER	00031	927833	308755	06/04/18	717.49
					Account Total	717.49
	Telephone					
	CENTURY LINK	00031	927794	308755	06/04/18	363.20
	CENTURY LINK	00031	927795	308755	06/04/18	98.58
	CENTURYLINK	00031	927796	308755	06/04/18	10.83
					Account Total	472.61
					Department Total	8,643.36



County of Adams  
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<u>935618</u>	<u>HS CACFP</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Food Supplies					
	SYSCO DENVER	00031	927832	308755	06/04/18	2,269.21
					Account Total	2,269.21
					Department Total	2,269.21

County of Adams  
Vendor Payment Report

<u>8613</u>	<u>Insurance - UHC EPO Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	UNITED HEALTHCARE	00019	927855	308802	06/04/18	154.32
					Account Total	154.32
	Insurance Premiums					
	UNITED HEALTHCARE	00019	927855	308802	06/04/18	178.98
					Account Total	178.98
					Department Total	333.30

County of Adams  
Vendor Payment Report

8612	Insurance - UHC POS Medical	Fund	Voucher	Batch No	GL Date	Amount
	Administration Fee					
	UNITED HEALTHCARE	00019	927855	308802	06/04/18	102.88
					Account Total	102.88
	Insurance Premiums					
	UNITED HEALTHCARE	00019	927855	308802	06/04/18	119.32
					Account Total	119.32
					Department Total	222.20

County of Adams  
Vendor Payment Report

<u>8622</u>	<u>Insurance -Benefits &amp; Wellness</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	ADVANCED EXERCISE EQUIPMENT	00019	926226	306968	05/10/18	715.00
					Account Total	715.00
					Department Total	715.00

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

<u>19</u>	<u>Insurance Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	COBRA Medical - Kaiser Ins.					
	KAISER PERMANENTE	00019	927847	308802	06/04/18	1,073.48
					Account Total	1,073.48
	Received not Vouchered Clrg					
	CAREHERE LLC	00019	928283	309188	06/07/18	2,914.50
	FIT SOLDIERS FITNESS BOOT CAMP	00019	928284	309188	06/07/18	4,225.00
	LEONARD KELLY K	00019	928085	309062	06/06/18	298.97
					Account Total	7,438.47
	Retiree Med - Kaiser					
	KAISER PERMANENTE	00019	927845	308802	06/04/18	75,755.63
					Account Total	75,755.63
	Retiree Med - Pacificare					
	SECURE HORIZONS	00019	927853	308802	06/04/18	17,113.54
	SECURE HORIZONS	00019	927859	308802	06/04/18	17,113.54
					Account Total	34,227.08
					Department Total	118,494.66

County of Adams  
Vendor Payment Report

8614	Insurance- Delta Dental	Fund	Voucher	Batch No	GL Date	Amount
	Administration Fee					
	DELTA DENTAL PLAN OF COLO	00019	927843	308802	06/04/18	26.53
					Account Total	26.53
	Ins Premium Dental-Delta					
	DELTA DENTAL PLAN OF COLO	00019	927841	308802	06/04/18	12,634.01
	DELTA DENTAL PLAN OF COLO	00019	927844	308802	06/04/18	224.58
					Account Total	12,858.59
					Department Total	12,885.12

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

<u>8615</u>	<u>Insurance- UHC Retiree Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	SECURE HORIZONS	00019	927856	308802	06/04/18	1,543.20
	SECURE HORIZONS	00019	927856	308802	06/04/18	154.32
					Account Total	1,697.52
	AARP RX					
	UNITED HEALTHCARE	00019	927852	308802	06/04/18	16,017.20
					Account Total	16,017.20
	Insurance Premiums					
	SECURE HORIZONS	00019	927856	308802	06/04/18	1,789.80
	SECURE HORIZONS	00019	927856	308802	06/04/18	178.98
					Account Total	1,968.78
	UHC_MED					
	UNITED HEALTHCARE	00019	927857	308802	06/04/18	33,086.52
					Account Total	33,086.52
					Department Total	52,770.02

County of Adams  
Vendor Payment Report

<u>8623</u>	<u>Insurance- Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ins. Premium-Vision					
	VISION SERVICE PLAN-CONNECTICU	00019	927851	308802	06/04/18	<u>7.62</u>
					Account Total	<u>7.62</u>
					Department Total	<u><u>7.62</u></u>



County of Adams  
Vendor Payment Report

<u>8617</u>	<u>Insurance- Workers Comp</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Licenses and Fees					
	WORKERS COMP SELF-INSUR FUND	00019	927848	308804	06/04/18	<u>2,000.00</u>
					Account Total	<u>2,000.00</u>
					Department Total	<u><u>2,000.00</u></u>

County of Adams  
Vendor Payment Report

<u>1061</u>	<u>IT Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	TURNING THE CORNER LL	00001	927944	308912	06/05/18	399.00
					Account Total	399.00
					Department Total	399.00

County of Adams  
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<u>1058</u>	<u>IT Network/Telecom</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	KNS COMMUNICATIONS CONSULTANTS	00001	927726	308535	05/31/18	823.19
					Account Total	823.19
	Other Professional Serv					
	UTILITY NOTIFICATION CENTER OF	00001	927789	308754	06/04/18	198.65
					Account Total	198.65
					Department Total	1,021.84

County of Adams  
Vendor Payment Report

<u>27</u>	<u>Open Space Projects Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ENERGES SERVICES LLC	00027	928137	309092	06/06/18	288,551.15
	WESTERN STATES RECLAMATION INC	00027	928244	309092	06/07/18	1,270.00
					Account Total	289,821.15
	Retainages Payable					
	ENERGES SERVICES LLC	00027	928137	309092	06/06/18	14,427.56-
					Account Total	14,427.56-
					Department Total	275,393.59

County of Adams  
Vendor Payment Report

<u>6201</u>	<u>Open Space Tax- Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	PETERSEN RENEE	00028	927821	308760	06/04/18	63.82
					Account Total	63.82
					Department Total	63.82

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

<u>1111</u>	<u>Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8417	00001	927640	308395	05/03/18	582.86
	Energy Cap Bill ID=8418	00001	927641	308395	04/25/18	418.08
	Energy Cap Bill ID=8419	00001	927642	308395	04/25/18	301.55
	Energy Cap Bill ID=8420	00001	927643	308395	04/25/18	387.68
	Energy Cap Bill ID=8421	00001	927644	308395	04/25/18	452.32
	Energy Cap Bill ID=8422	00001	927645	308395	04/25/18	203.20
	Energy Cap Bill ID=8423	00001	927646	308395	04/25/18	229.71
	Energy Cap Bill ID=8443	00001	927897	308894	05/23/18	28.42
	Energy Cap Bill ID=8444	00001	927898	308894	05/23/18	62.86
	Energy Cap Bill ID=8445	00001	927899	308894	05/23/18	1,108.96
	Energy Cap Bill ID=8449	00001	927900	308894	05/23/18	1,281.13
	Energy Cap Bill ID=8450	00001	927901	308894	05/23/18	89.45
	Energy Cap Bill ID=8458	00001	927902	308894	05/23/18	5,767.13
					Account Total	10,913.35
					Department Total	10,913.35

County of Adams  
Vendor Payment Report

<u>5011</u>	<u>PKS- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	ADAMS COUNTY ECONOMIC DEVELOP	00001	927650	308398	05/30/18	2,000.00
					Account Total	2,000.00
	Special Events					
	UNITED SITE SERVICES	00001	927824	308760	06/04/18	684.67
					Account Total	684.67
					Department Total	2,684.67

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

<u>5010</u>	<u>PKS- Fair &amp; Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Event Services					
	AIRGAS USA LLC	00001	927651	308398	05/30/18	59.60
					Account Total	59.60
	Operating Supplies					
	GLOBE TICKET	00001	927816	308760	06/04/18	740.50
					Account Total	740.50
	Regional Park Rentals					
	ARMENTA VERONICA	00001	927652	308398	05/30/18	75.00
	BRUNING CHRISTA	00001	927653	308398	05/30/18	75.00
	CORDOVA DELIA	00001	927814	308760	06/04/18	400.00
	GAYOSSO MARIA	00001	927815	308760	06/04/18	75.00
	MAKI TRISHA	00001	927656	308398	05/30/18	400.00
	MAKI TRISHA	00001	927818	308760	06/04/18	75.00
	MEZA LORELEI	00001	927817	308760	06/04/18	100.00
	MILE HIGH DISC GOLF CLUB	00001	927658	308398	05/30/18	75.00
	MIRANDA GABRIELLA	00001	927819	308760	06/04/18	75.00
					Account Total	1,350.00
	Special Events					
	METRONORTH CHAMBER OF COMMERCE	00001	927657	308398	05/30/18	2,500.00
	MODICA RYAN	00001	927820	308760	06/04/18	55.57
					Account Total	2,555.57
					Department Total	4,705.67



County of Adams  
Vendor Payment Report

<u>5015</u>	<u>PKS- Grounds Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	927822	308760	06/04/18	41.54
	UNITED POWER (UNION REA)	00001	927823	308760	06/04/18	1,873.54
					Account Total	1,915.08
					Department Total	1,915.08

County of Adams  
Vendor Payment Report

<u>5018</u>	<u>PKS- Natural Resources Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	PEDRUCCI MARC R	00001	927659	308398	05/30/18	68.56
					Account Total	68.56
					Department Total	68.56

County of Adams  
Vendor Payment Report

<u>5012</u>	<u>PKS- Regional Complex</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	927660	308398	05/30/18	83.06
					Account Total	83.06
	Operating Supplies					
	CINTAS CORPORATION NO 2	00001	927654	308398	05/30/18	199.42
					Account Total	199.42
					Department Total	282.48

County of Adams  
Vendor Payment Report

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	CLARK AARON	00001	927655	308398	05/30/18	80.44
					Account Total	80.44
					Department Total	80.44

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

<u>1089</u>	<u>PLN- Boards &amp; Commissions</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	BUZEK, VINCE	00001	927389	308357	05/24/18	65.00
	FOREST SEAN	00001	927391	308357	05/24/18	65.00
	GARNER, ROSIE	00001	927392	308357	05/24/18	65.00
	HERRERA, AARON	00001	927390	308357	05/24/18	65.00
	PLAKORUS DAVID	00001	927393	308357	05/24/18	65.00
	RICHARDSON SHARON	00001	927394	308357	05/24/18	65.00
	THOMPSON GREGORY PAUL	00001	927388	308357	05/24/18	65.00
					Account Total	455.00
					Department Total	455.00

County of Adams  
Vendor Payment Report

<u>1082</u>	<u>PLN- Development Review</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Zoning & Subdivision					
	TREASH MICHAEL A	00001	927876	308892	06/05/18	700.00
					Account Total	700.00
					Department Total	700.00

County of Adams  
Vendor Payment Report

<u>8624</u>	<u>Retiree-Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ins. Premium-Vision					
	VISION SERVICE PLAN-CONNECTICU	00019	927849	308802	06/04/18	<u>360.68</u>
					Account Total	<u>360.68</u>
					Department Total	<u><u>360.68</u></u>

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

<u>13</u>	<u>Road &amp; Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	BRANNAN SAND & GRAVEL COMPANY	00013	928199	309092	06/06/18	127.60
	BRANNAN SAND & GRAVEL COMPANY	00013	928201	309092	06/06/18	126.75
	BRANNAN SAND & GRAVEL COMPANY	00013	928202	309092	06/06/18	128.02
	BRANNAN SAND & GRAVEL COMPANY	00013	928203	309092	06/06/18	169.00
	ENNIS-FLINT INC	00013	928200	309092	06/06/18	19,690.65
	EP&A ENVIROTAC INC	00013	928197	309092	06/06/18	35,997.50
	EP&A ENVIROTAC INC	00013	928197	309092	06/06/18	2,885.00
	SAND FOUR SALE.COM	00013	928204	309092	06/06/18	86,485.13
	WAYNE A MITCHELL LLC	00013	928196	309092	06/06/18	1,750.50
					Account Total	147,360.15
					Department Total	147,360.15



County of Adams  
Vendor Payment Report

<u>4315</u>	<u>SpacePort</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Licenses and Fees					
	AGREN BLANDO COURT REPORTING	00043	927979	308945	05/31/18	567.55
					Account Total	567.55
					Department Total	567.55

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>
	Deposits Payable					
	DALBERG BUILDING CO INC	00007	927943	308892	06/05/18	1,900.00
					Account Total	1,900.00
					Department Total	1,900.00

County of Adams  
Vendor Payment Report

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	POINT SPORTS/ERGOMED	00001	927303	308184	05/25/18	500.00
	SHRED IT USA LLC	00001	927304	308184	05/25/18	100.00
					Account Total	600.00
					Department Total	600.00

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

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Sheriff's Fees					
	ABC LEGAL SERVICES INC	00001	927223	308066	05/24/18	19.00
	ABC LEGAL SERVICES INC	00001	927224	308066	05/24/18	19.00
	BALL FRANK J	00001	927225	308066	05/24/18	19.00
	BELLERIVE SHANIA	00001	927318	308192	05/25/18	19.00
	BRUMBAUGH & QUANDAH	00001	927226	308066	05/24/18	19.00
	BRUMBAUGH & QUANDAH	00001	927227	308066	05/24/18	19.00
	BRUMBAUGH & QUANDAH	00001	927228	308066	05/24/18	19.00
	CANO OTILIA S	00001	927319	308192	05/25/18	19.00
	CONNECT PROPERTY MANAGEMENT	00001	927320	308192	05/25/18	66.00
	CREDIT SERVICE COMPANY, INC	00001	927229	308066	05/24/18	19.00
	CREDIT SERVICE COMPANY, INC	00001	927230	308066	05/24/18	19.00
	CREDIT SERVICE COMPANY, INC	00001	927231	308066	05/24/18	19.00
	CREDIT SERVICE COMPANY, INC	00001	927232	308066	05/24/18	19.00
	CREDIT SERVICE COMPANY, INC	00001	927233	308066	05/24/18	19.00
	DECKER STACIE MAE	00001	927321	308192	05/25/18	19.00
	FRANCY LAW FIRM	00001	927234	308066	05/24/18	19.00
	FRANCY LAW FIRM	00001	927235	308066	05/24/18	19.00
	FRANCY LAW FIRM	00001	927236	308066	05/24/18	19.00
	FRANCY LAW FIRM	00001	927237	308066	05/24/18	19.00
	FRANCY LAW FIRM	00001	927238	308066	05/24/18	19.00
	FRANCY LAW FIRM	00001	927239	308066	05/24/18	19.00
	FRANCY LAW FIRM	00001	927240	308066	05/24/18	19.00
	FRANKLIN ANGELA	00001	927322	308192	05/25/18	19.00
	GARCIA GARCIA JUAN JOSE	00001	927323	308192	05/25/18	19.00
	GIRSH AND ROTTMAN	00001	927241	308066	05/24/18	19.00
	GIRSH AND ROTTMAN	00001	927242	308066	05/24/18	19.00
	GIRSH AND ROTTMAN	00001	927243	308066	05/24/18	19.00
	GRABER DIANE	00001	927324	308192	05/25/18	66.00
	HAGE RICHARD DONALD	00001	927325	308192	05/25/18	19.00
	HALSTEAD LAW	00001	927326	308192	05/25/18	74.00
	HICKEY LINDA E	00001	927327	308192	05/25/18	19.00
	HINDMANSANCHEZ	00001	927244	308066	05/24/18	19.00
	HINDMANSANCHEZ	00001	927245	308066	05/24/18	19.00
	HINDMANSANCHEZ	00001	927246	308066	05/24/18	19.00
	HOLST AND BOETTCHER	00001	927247	308066	05/24/18	19.00

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

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	HOLST AND BOETTCHER	00001	927248	308066	05/24/18	19.00
	HOLST AND BOETTCHER	00001	927249	308066	05/24/18	19.00
	JUAREZ JOAQUIN	00001	927348	308192	05/25/18	19.00
	LEACHMAN, MARK A	00001	927250	308066	05/24/18	7.00
	LEACHMAN, MARK A	00001	927251	308066	05/24/18	19.00
	LEACHMAN, MARK A	00001	927252	308066	05/24/18	24.00
	LEACHMAN, MARK A	00001	927253	308066	05/24/18	19.00
	LEACHMAN, MARK A	00001	927254	308066	05/24/18	23.00
	LEACHMAN, MARK A	00001	927255	308066	05/24/18	19.00
	MACIAS FERNANDO	00001	927328	308192	05/25/18	19.00
	MARROQUIN MICHAEL	00001	927329	308192	05/25/18	19.00
	MAY JAMES GREGORY	00001	927330	308192	05/25/18	66.00
	MIDLAND FUNDING LLC	00001	927256	308066	05/24/18	19.00
	MIDLAND FUNDING LLC	00001	927257	308066	05/24/18	19.00
	MIDLAND FUNDING LLC	00001	927258	308066	05/24/18	19.00
	MIDLAND FUNDING LLC	00001	927259	308066	05/24/18	19.00
	MILHOLLIN FRANCIS REYNOLD	00001	927331	308192	05/25/18	19.00
	MOELLER GRAF PC	00001	927260	308066	05/24/18	19.00
	MUNOZ AMAYAH	00001	927332	308192	05/25/18	19.00
	NGUYEN DIEP	00001	927333	308192	05/25/18	66.00
	PATEL HEENA	00001	927261	308066	05/24/18	66.00
	PETERSON PETER JOHN	00001	927334	308192	05/25/18	19.00
	PHIPPS ERIC	00001	927335	308192	05/25/18	19.00
	PROCESS SERVICE OF WYOMING INC	00001	927262	308066	05/24/18	19.00
	PROCESS SERVICE OF WYOMING INC	00001	927263	308066	05/24/18	19.00
	RAMOS MARIA ELENA	00001	927336	308192	05/25/18	19.00
	RANES ARTHUR CASSELMAN	00001	927337	308192	05/25/18	19.00
	REEDY DEBBIE	00001	927338	308192	05/25/18	19.00
	RUDZIK BARKLEY LAURA ANNE	00001	927339	308192	05/25/18	19.00
	SIMON HARRY L	00001	927264	308066	05/24/18	19.00
	SNYDER LINDSAY	00001	927340	308192	05/25/18	19.00
	SPECIALIZED ATTORNEY SERVICES	00001	927265	308066	05/24/18	19.00
	SPECIALIZED ATTORNEY SERVICES	00001	927266	308066	05/24/18	19.00
	SPECIALIZED ATTORNEY SERVICES	00001	927267	308066	05/24/18	19.00
	STENGER AND STENGER	00001	927268	308066	05/24/18	19.00
	STENGER AND STENGER	00001	927269	308066	05/24/18	19.00

## County of Adams

## Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	STENGER AND STENGER	00001	927270	308066	05/24/18	19.00
	STENGER AND STENGER	00001	927271	308066	05/24/18	19.00
	TACZALA STEPHEN PAUL	00001	927341	308192	05/25/18	19.00
	THE KRASS LAW FIRM	00001	927342	308192	05/25/18	19.00
	TROSTEL JENNIFER	00001	927343	308192	05/25/18	23.00
	TSCHETTER HAMRICK SULZER	00001	927272	308066	05/24/18	3,630.00
	TSI LEGAL	00001	927344	308192	05/25/18	19.00
	VUE PAO	00001	927345	308192	05/25/18	19.00
	WHITE SHAUN	00001	927346	308192	05/25/18	19.00
	ZARATE LUZ ELENA	00001	927347	308192	05/25/18	19.00
					Account Total	5,441.00
					Department Total	5,441.00

County of Adams  
Vendor Payment Report

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	927307	308184	05/25/18	1,711.42
					Account Total	1,711.42
					Department Total	1,711.42

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>
	Business Meetings					
	SUMMIT FOOD SERVICE LLC	00001	927306	308184	05/25/18	162.41
					Account Total	162.41
	Operating Supplies					
	SUMMIT FOOD SERVICE LLC	00001	927305	308184	05/25/18	127.79
					Account Total	127.79
					Department Total	290.20



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

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<u>2018</u>	<u>SHF- Records/Warrants Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Extraditions					
	AVIS RENT A CAR SYSTEM INC	00001	927358	308184	05/25/18	6.95
	AVIS RENT A CAR SYSTEM INC	00001	927359	308184	05/25/18	62.02
	AVIS RENT A CAR SYSTEM INC	00001	927360	308184	05/25/18	111.40
	AVIS RENT A CAR SYSTEM INC	00001	927361	308184	05/25/18	515.78
	AVIS RENT A CAR SYSTEM INC	00001	927362	308184	05/25/18	84.07
					Account Total	780.22
					Department Total	780.22

County of Adams  
Vendor Payment Report

3056	Transportation CIP	Fund	Voucher	Batch No	GL Date	Amount
	Land					
	ALDERMAN BERNSTEIN	00013	927721	308524	05/31/18	368.00
	EMPIRE TITLE NORTH LLC	00013	927723	308524	05/31/18	1,200.00
					Account Total	1,568.00
	Road & Streets					
	ARCHDIOCESE OF DENVER	00013	927722	308524	05/31/18	635.00
					Account Total	635.00
					Department Total	2,203.00

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

<u>3031</u>	<u>Transportation Opers &amp; Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Debris Removal					
	A & E TIRE INC	00013	927093	307917	05/23/18	202.50
	BFI TOWER ROAD LANDFILL	00013	927094	307917	05/23/18	3,015.55
	BFI TOWER ROAD LANDFILL	00013	927095	307917	05/23/18	6,155.79
	BFI TOWER ROAD LANDFILL	00013	927096	307917	05/23/18	4,851.03
					Account Total	14,224.87
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00013	927097	307917	05/23/18	76.10
	ALSCO AMERICAN INDUSTRIAL	00013	927098	307917	05/23/18	88.97
	ALSCO AMERICAN INDUSTRIAL	00013	927099	307917	05/23/18	76.10
	ALSCO AMERICAN INDUSTRIAL	00013	927100	307917	05/23/18	76.10
	CINTAS FIRST AID & SAFETY	00013	927091	307917	05/23/18	33.78
	CINTAS FIRST AID & SAFETY	00013	927092	307917	05/23/18	67.51
					Account Total	418.56
	Repair & Maint Supplies					
	FACTORY MOTOR PARTS	00013	927107	307917	05/23/18	2.22
	FINELINE GRAPHICS	00013	927102	307917	05/23/18	333.75
	FINELINE GRAPHICS	00013	927104	307917	05/23/18	263.50
	TRAFFIC SIGNAL CONTROLS INC	00013	927105	307917	05/23/18	24.00
					Account Total	623.47
	Road Oil					
	COBITCO INC	00013	927108	307917	05/23/18	83.60
	COBITCO INC	00013	927109	307917	05/23/18	145.20
					Account Total	228.80
	Water/Sewer/Sanitation					
	PREMIER PORTABLES	00013	927090	307917	05/23/18	460.00
					Account Total	460.00
					Department Total	15,955.70

County of Adams  
Vendor Payment Report

<u>3055</u>	<u>Transportation Streets Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Traffic Signal Maintenance					
	UTILITY NOTIFICATION CENTER OF	00013	927106	307917	05/23/18	311.75
					Account Total	311.75
					Department Total	311.75

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					
	CENTURYLINK	00035	927997	309051	06/06/18	117.98
					Account Total	117.98
					Department Total	117.98

County of Adams  
Vendor Payment Report

<u>25</u>	<u>Waste Management Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	B & B ENVIRONMENTAL SAFETY INC	00025	928077	309062	06/06/18	4,045.37
	CDPHE	00025	928079	309062	06/06/18	468.75
	METECH RECYCLING	00025	928078	309062	06/06/18	27,279.75
					Account Total	31,793.87
					Department Total	31,793.87

County of Adams  
Vendor Payment Report

<u>4316</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00043	927699	308422	05/30/18	998.80
					Account Total	998.80
	Telephone					
	CENTURYLINK	00043	927662	308411	05/30/18	47.70
					Account Total	47.70
	Water/Sewer/Sanitation					
	AURORA WATER	00043	927661	308411	05/30/18	2,597.96
					Account Total	2,597.96
					Department Total	3,644.46

County of Adams  
Vendor Payment Report

35	Workforce & Business Center	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	COMPUTER SYSTEMS DESIGN	00035	928080	309062	06/06/18	4,800.00
	EDMENTUM HOLDING INC	00035	928088	309062	06/06/18	9,169.00
	INSIGHT PUBLIC SECTOR	00035	928176	309092	06/06/18	12,455.64
					Account Total	26,424.64
					Department Total	26,424.64



County of Adams  
Vendor Payment Report

<u>99600</u>	<u>WBC Admin Pool</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	NOBLE PHILLIPP	00035	928179	309098	06/06/18	46.55
					Account Total	46.55
					Department Total	46.55

County of Adams  
Vendor Payment Report

<u>97500</u>	<u>WIOA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Incentives					
	CARRILLO NICOLETTE	00035	927995	309051	06/06/18	25.00
	LONG SETH	00035	927996	309051	06/06/18	20.00
					Account Total	45.00
					Department Total	45.00

County of Adams  
Vendor Payment Report

Grand Total      2,235,678.10

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR**  
**TUESDAY, MAY 29, 2018**

1. ROLL CALL (09:30 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 Erik Hansen, unanimously carried.**

4. AWARDS AND PRESENTATIONS

5. PUBLIC COMMENT (09:31 AM)

A. Citizen Communication (09:31 AM)

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 (09:31 AM)

6. CONSENT CALENDAR (09:31 AM)

A. 18-537 List of Expenditures Under the Dates of May 11-16, 2018

B. 18-538 Minutes of the Commissioners' Proceedings from May 22, 2018

C. 18-492 Resolution Approving the Contract between Adams County and the State of Colorado Department of Transportation for Permanent Water Quality Mitigation Pool Funding for the Engineer's Lake Trailhead Project (File approved by ELT)

D. 18-500 Resolution Authorizing the Acquisition of Property Interests Necessary for the Construction of Improvements for the York Street Improvement Project- York Street from East 78th Avenue to Highway 224 (File approved by ELT)

E. 18-501 Resolution Approving the Adams County Collaborative Transportation Planning Agreement to Establish the Adams County Council of Governments Subregional Forum Process (File approved by ELT)

F. 18-516 Resolution Approving Third Amendment to the Lease Agreement between Adams County and IC Chambers, LP, for Motor Vehicle Department Office Space at 3449 North Chambers Road, Aurora, CO (File approved by ELT)

G. 18-519 Resolution Regarding Defense and Indemnification of Michael McIntosh, Gary Russell, John Weinstein, Joshua Wright, Patrick Deal, Adam Mohr, Adan Holguin, Gary Brown, James Castellano, Dominic Romero, Brandon Skalak, and Ryan Endres as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq. (File approved by ELT)

H. 18-520 Resolution Regarding Defense and Indemnification of Joseph Archuleta as a Defendant Pursuant to C.R.S. § 24-10-101, Et Seq. (File approved by ELT)

I. 18-522 Resolution Approving Memorandum of Understanding between Adams County and the State of Colorado Department of Human Services Regarding the Colorado Works and the

Colorado Child Care Assistance Programs (File approved by ELT)

- J. 18-536 Resolution Approving the Colorado Preschool Special Education Program Annual Cost Rate Addendum Agreement between Adams County Head Start and School District 27J for 2017-2018 (File approved by ELT)

- K. 18-531 Resolution Approving Amendment Two to the Agreement between Adams County And Intellectual Technology, Inc., for Additional Self Service Kiosks (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 (09:32 AM)

A. COUNTY MANAGER (09:32 AM)

1. 18-521 Resolution Awarding an Agreement between Adams County and Friends First, Inc., to Provide Pregnancy Prevention Services for Temporary Assistance to Needy Families (TANF) (File approved by ELT) (09:32 AM)

**Motion to Approve 1. 18-521 Resolution Awarding an Agreement between Adams County and Friends First, Inc., to Provide Pregnancy Prevention Services for Temporary Assistance to Needy Families (TANF) (File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.**

2. 18-526 Resolution Approving Amendment One to the Agreement between Adams County and Commercial Cleaning Systems for Custodial Cleaning Services (File approved by ELT) (09:34 AM)

**Motion to Approve 2. 18-526 Resolution Approving Amendment One to the Agreement between Adams County and Commercial Cleaning Systems for Custodial Cleaning Services (File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.**

3. 18-532 Resolution Approving the Agreement between Adams County and Southwestern Painting, Inc., for Countywide On-Call Painting Services (File approved by ELT) (09:36 AM)

**Motion to Approve 3. 18-532 Resolution Approving the Agreement between Adams County and Southwestern Painting, Inc., for Countywide On-Call Painting Services (File approved by ELT) Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.**

4. 18-530 Resolution Awarding an Agreement between Adams County and H&A Concrete Sawing, Inc., for the 2018 Miscellaneous Concrete and the Americans with Disabilities Act (ADA) Ramps Program (File approved by ELT) (09:38 AM)

**Motion to Approve 4. 18-530 Resolution Awarding an Agreement between Adams County and H&A Concrete Sawing, Inc., for the 2018 Miscellaneous Concrete and the Americans with Disabilities Act (ADA) Ramps Program (File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.**

5. 18-527 Resolution Approving Option Letter #1 for Attachment-C AAA Supplemental Contract Information between the Denver Regional Council of Governments and Adams County for the A-Lift Community Program Contract (File approved by ELT) (09:40 AM)

**Motion to Approve 5. 18-527 Resolution Approving Option Letter #1 for Attachment-C AAA Supplemental Contract Information between the Denver Regional Council of Governments and Adams County for the A-Lift Community Program Contract (File approved by ELT) Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.**

6. 18-524 Resolution Approving Contract Amendment #2 between Adams County and the Colorado Department of Public Health and Environment for the Child and Adult Care Food Program (File approved by ELT) (09:42 AM)

**Motion to Approve 6. 18-524 Resolution Approving Contract Amendment #2 between Adams County and the Colorado Department of Public Health and Environment for the Child and Adult Care Food Program**

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

7. 18-540 Resolution Approving Contract to Buy and Sell Real Estate between Adams County and Urban Land Conservancy for a Portion of the Property Located at 7190 Colorado Boulevard, Commerce City, Colorado (File approved by ELT) (09:43 AM)

**Motion to Approve 7. 18-540 Resolution Approving Contract to Buy and Sell Real Estate between Adams County and Urban Land Conservancy for a Portion of the Property Located at 7190 Colorado Boulevard, Commerce City, Colorado (File approved by ELT) Moved by Eva J. Henry, seconded by Erik Hansen, unanimously carried.**

**B. COUNTY ATTORNEY (09:45 AM)**

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(a) for the Purpose of Discussing Potential Purchase of Property (09:45 AM)

**Motion to Approve 8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(a) for the Purpose of Discussing Potential Purchase of Property Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.**

**9. LAND USE HEARINGS (09:45 AM)**

**A. Cases to be Heard**

1. 18-514 PRC2016-00015 Denver Mart Logan Street Project (File approved by ELT) (09:45 AM)

**Motion to Approve A. Cases to be Heard Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.**

**10. ADJOURNMENT (09:55 AM)**

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



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> 6-19-18
<b>SUBJECT:</b> Ambulance License Renewal
<b>FROM:</b> Dawn Riggs – Neighborhood Services
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves an ambulance license renewal for City of Westminster Fire Department.

### **BACKGROUND:**

Through a Multi-County Ambulance Committee Intergovernmental Agreement, the Community and Economic Development Department is responsible for the licensing of all private ambulances in the county. The ambulance license for City of Westminster Fire Department is due for renewal. The application packet has been received and is deemed complete.

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

Community and Economic Development

### **ATTACHED DOCUMENTS:**

Please reference the attached Resolution and License for this ambulance agency.

**FISCAL IMPACT:**

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

**Fund:** 0001**Cost Center:** 1190.5125

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

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

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☐ YES ☒ NO

**Additional Note:**



**RESOLUTION APPROVING AMBULANCE SERVICE LICENSE FOR CITY OF WESTMINSTER FIRE DEPARTMENT**

WHEREAS, the General Assembly of the State of Colorado has enacted the Colorado Medical and Trauma Services Act, Section 25-3.5-101 et seq. C.R.S. (“Act”); and,

WHEREAS, the Act requires the Board of County Commissioners for each County to administer licensure of ambulance services; and,

WHEREAS, under the provisions of the Act, each ambulance operated by a licensed ambulance service in the State of Colorado must be issued a license and permit evidencing that the ambulance and its equipment meets applicable state requirements; and,

WHEREAS, Adams County has entered into an intergovernmental agreement with the City and County of Broomfield and the counties of Arapahoe, Douglas, Denver, Elbert, and Jefferson to establish a licensing program that provides for reciprocal inspection, licensing, and permitting that may be used by all parties, creating efficiency and cost saving to the parties and to the ambulance service providers; and,

WHEREAS, City of Westminster Fire Department, 9110 Yates Street, Westminster, CO 80031, has applied for an Ambulance Service License through Adams County; and,

WHEREAS, Adams County has reviewed the inspection performed through the intergovernmental agreement and the application of City of Westminster Fire Department and has found that the ambulances meet the standards set forth in the March 2011 Adams County Ambulance Services Regulations; and,

WHEREAS, City of Westminster Fire Department has complied with all regulations set forth in the March 2011 Adams County Ambulance Services Regulations.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Ambulance Service License for City of Westminster Fire Department is hereby approved to provide ambulance services in the County of Adams.

BE IT FURTHER RESOLVED, that the Chair is authorized to sign said license on behalf of Adams County.

# County of Adams, State of Colorado

No. ADCO 06/18

Licensing Fee: \$805

## Ambulance Service License

This is to Certify, that **The City of Westminster Fire Department, 9110 Yates Street, Westminster, CO 80031**, having applied for a license to provide **Advanced Life Support** ambulance services, and having paid to the Treasurer of Adams County the required fees therefore, the above named applicant is hereby licensed to provide ambulance services within and without the County of Adams, State of Colorado, for one year from the **30<sup>th</sup> of June 2018**, unless this license be sooner revoked or suspended as provided by law.

This license is subject to the laws of the State of Colorado, and the Resolutions of the Board of County Commissioners of the County of Adams, passed pursuant thereto.

In Testimony Whereof, the Board of County Commissioners of the County of Adams has hereunto subscribed its name by its officers duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Board of County Commissioners of the County of Adams,  
State of Colorado**

**Attest:**

\_\_\_\_\_  
**Chair**

\_\_\_\_\_  
**Clerk**



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 19, 2018
<b>Subject:</b> Supplemental Agreement to Relocate Power Pedestal to Accommodate Lowell Boulevard at-Grade Crossing Improvements
<b>FROM:</b> Jeffery A. Maxwell, PE, PTOE, Director, Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the Supplemental Agreement to relocate power pedestal to accommodate Lowell Boulevard at-grade crossing improvements with The Union Pacific Railroad

### **BACKGROUND:**

Union Pacific Railroad Company, a Delaware corporation (Railroad) operates a freight transportation system by rail with operations throughout the United States.

Adams County (County) desires to improve the Lowell Boulevard at-grade crossing (north of I-76), install sidewalks, and other pedestrian accommodations across the Railroad right of way.

By instrument dated August 12, 2014, Railroad and County entered into an agreement identified under the Railroad's Folder No. 2841-30, UPRR Audit No. RG28083, covering the addition of sidewalks at the existing Lowell Boulevard at-grade public road crossing (DOT No. 253281K) located at Mile Post 5.29 on Railroad's Moffat Tunnel Subdivision in or near Denver. Adams County, Colorado (Agreement).

The County requested a Supplemental Agreement to cover reimbursement of additional Railroad work associated with the relocation of a Railroad power pedestal (Supplement). The Railroad has estimated the County's cost to relocate the Railroad power pedestal at Fifty Two Thousand Seven Hundred Four Dollars (\$52,704). The County, when returning the executed Supplement, shall furnish payment to the Railroad, an administrative handling fee of ONE THOUSAND DOLLARS (\$1,000.00) in addition to the estimated relocation cost.

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

Adams County Public Works  
County Attorney's Office

**ATTACHED DOCUMENTS:**

Resolution  
Interagency Agreement

**FISCAL IMPACT:**

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

**Fund:** 00013

**Cost Center:** 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	9135	W30561503	\$3,416,757
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/>

**New FTEs requested:** ☐ YES ☐ NO

**Future Amendment Needed:** ☐ YES ☐ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF  
COLORADO

RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT TO RELOCATE POWER  
PEDESTAL TO ACCOMMODATE LOWELL BOULEVARD AT-GRADE CROSSING  
IMPROVEMENTS, BETWEEN THE UNION PACIFIC RAILROAD COMPANY AND  
ADAMS COUNTY, COLORADO

Resolution 2018-

WHEREAS, the County of Adams (County), State of Colorado is duly authorized to construct, maintain, and operate the public street system in unincorporated Adams County; and,

WHEREAS, Union Pacific Railroad Company, a Delaware corporation (Railroad) operates a freight transportation system by rail with operations throughout the United States; and,

WHEREAS, the County desires to improve the Lowell Boulevard at-grade crossing and install sidewalks and other pedestrian accommodations across the Railroad right of way (Improvements); and,

WHEREAS, by instrument dated August 12, 2014, Railroad and County entered into an agreement identified under the Railroad's Folder No. 2841-30, UPRR Audit No. RG28083, covering the addition of sidewalks at the existing Lowell Boulevard at-grade public road crossing (DOT No. 253281K) located at Mile Post 5.29 on Railroad's Moffat Tunnel Subdivision in or near Denver, Adams County, Colorado (Agreement); and,

WHEREAS, the County requested a Supplemental Agreement to cover reimbursement of additional Railroad work associated with the relocation of a Railroad power pedestal (Supplement); and

WHEREAS, the Railroad has estimated the County's cost to relocate the Railroad power pedestal at Fifty Two Thousand Seven Hundred Four Dollars (\$52,704); and,

WHEREAS, the County, when returning the executed Supplement, shall furnish payment to the Railroad, an administrative handling fee of one thousand dollars (\$1,000.00) in addition to the estimated relocation cost; and,

WHEREAS, pursuant to the terms of the Supplemental Agreement, the Railroad amends the Agreement to include the additional estimate of Fifty Two Thousand Seven Hundred Four Dollars (\$52,704) for the relocation of a Railroad power pedestal, and will supplement Section 3.A and Exhibit C of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Supplemental Agreement to Relocate Power Pedestal to Accommodate Lowell Boulevard At-grade Crossing Improvements, between the Union Pacific Railroad Company and Adams County, two copies of which are attached hereto and incorporated herein by this reference, is hereby approved.

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



UPRR Folder No.: 2841-30

UPRR Audit No.: RG28083

## SUPPLEMENTAL AGREEMENT

**THIS SUPPLEMENTAL AGREEMENT** (the "Supplement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad") and the **ADAMS COUNTY**, a political subdivision of the State of Colorado, with a mailing address at 4430 South Adams County Parkway, Brighton, CO 80601 ("Licensee").

### RECITALS:

By instrument dated August 12, 2014 Railroad and Licensee entered into an agreement identified under the Railroad's Folder No. 2841-30, UPRR Audit No. RG28083 (the "License") covering the addition of sidewalks at the existing Lowell Blvd. at-grade public road crossing (DOT No. 253281K) located at Mile Post 5.29 on its Moffat Tunnel Subdivision in or near Denver, Adams County, Colorado.

The Public Body has requested a Supplemental Agreement to the License to cover reimbursement of Railroad work associated with the relocation of a Railroad power pedestal.

### AGREEMENT:

**NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

#### **SECTION 1 - AMENDMENT OF THE ORIGINAL AGREEMENT**

Railroad amends the License to include an additional estimate for the relocation of a Railroad power pedestal. The additional estimate is Fifty Two Thousand Seven Hundred Four Dollars (\$52,704) and will supplement Section 3.A and Exhibit C of the License.

#### **SECTION 2- ADMINISTRATIVE FEE**

The Licensee, when returning this executed agreement, shall furnish payment to the Railroad, an administrative handling fee of **ONE THOUSAND DOLLARS (\$1000.00)**.

#### **SECTION 3 - AGREEMENT SUPPLEMENTAL**

This agreement is supplemental to the License dated August 12, 2014, as herein amended, and nothing herein contained shall be construed as amending or modifying the same except as herein specifically provided.



**IN WITNESS WHEREOF**, the parties hereto have caused this Supplement to be executed in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
*(Federal Tax ID No. 94-6001323)*

By \_\_\_\_\_  
DANIEL A. LEIS  
Senior Director-Real Estate

**ADAMS COUNTY**

By \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM  
COUNTY ATTORNEY

A blue ink signature of the County Attorney, written over a horizontal line.

# EXHIBIT C

To Supplemental Agreement

Railroad's Material & Force Account Estimate



EXHIBIT "C"  
SUMMARY ESTIMATE

UNION PACIFIC RAILROAD COMPANY  
FOR  
ADAMS COUNTY

DESCRIPTION OF WORK:

Perform Flagging and UP Power and Signal modifications in support of the pathway installation. All work to be billed to Adams County actual cost basis.

LOCATION: Denver    SERVICE UNIT: 14    STATE: Colorado    DATE: January 16, 2018

<u>DESCRIPTION</u>	<u>COUNTY</u>
ENGINEERING	\$5,000
RAILROAD FLAGGING	\$25,800
SIGNAL	\$21,904
TOTAL	\$52,704

EXISTING REUSABLE MATERIAL - NONE

SALVAGE NONUSABLE MATERIAL - NONE

**TOTAL ESTIMATED COST OF PROJECT LESS CREDITS    \$52,704**

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OF AMOUNT OF MATERIAL OR LABOR REQUIRED, COLORADO DEPARTMENT OF TRANSPORTATION AND / OR THEIR CONTRACTOR WILL BE BILLED FOR ACTUAL CONSTRUCTION COST AT THE CURRENT RATES EFFECTIVE THEREOF.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 19, 2018
<b>SUBJECT:</b> First Amendment To License Agreement Between Lower Clear Creek Ditch Company, Adams County, Urban Drainage And Flood Control District, And Regional Rail Partners, Joint Venture
<b>FROM:</b> Jeffery A. Maxwell, PE, PTOE, Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> May 31, 2016
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve the First Amendment To License Agreement Between Lower Clear Creek Ditch Company, Adams County, Urban Drainage And Flood Control District, And Regional Rail Partners, Joint Venture

### **SUMMARY:**

This First Amendment to License Agreement is necessary for the Hoffman Drainageway Improvements Project (“the Project”). It has been reviewed by the County Attorney’s office, approved by the Lower Clear Creek Ditch Company, approved the Urban Drainage and Flood Control District, and approved by the Regional Rail Partners, Joint Venture. An original of the First Amendment to License Agreement is attached that has already been signed by Ken McKenzie, Executive Director Urban Drainage and Flood Control District, and David Trent, Project Director Regional Rail Partners, Joint Venture. The ditch company will be the last to sign this First Amendment.

First Amendment to License Agreement extends the dates of completion and defines the schedule to resolve the ownership and maintenance responsibilities for the crossing structures built by the Project.

### **BACKGROUND:**

The Hoffman Drainageway crosses under the Lower Clear Creek Ditch, which is owned and operated by the Lower Clear Creek Ditch Company, a Colorado mutual ditch company (referred to as “the Ditch Company”). The Ditch Company purports to have a prescriptive easement allowing them to operate their facilities that cross the Project. The Ditch Company’s procedures require the License Agreement that defines the terms and details of construction as it pertains to their facilities and prescriptive easement. The construction details of the Project at the crossing of the Hoffman Drainageway have been reviewed and approved by the Ditch Company.

The Project begins just south of East 88th Avenue, across from Thornton's Hoffman Way (T-intersection), and terminates approximately 400 feet east and south of the Steele Street and East 86<sup>th</sup> Avenue intersection (approximately 150 feet east of the Lower Clear Creek Canal). The Project has a total length of approximately 4,800 feet. The Project consists of excavation along the channel; removal of a failing corrugated metal pipe; installation of erosion protection; construction of four concrete box culverts (Rainbow Avenue, Devonshire Boulevard, the Encon access road, and Steele Street); accommodations for the Colorado Agricultural Ditch crossing and a new structure for the Lower Clear Creek Ditch crossing. The Project will ultimately remove the floodplain from structures currently impacted by the Hoffman Drainageway 100-year floodplain.

This Project was discussed in Study Session on May 31, 2016. Subsequently, an agreement with Urban Drainage and Flood Control District (UDFCD) was approved at Public Hearing on October 11, 2016, authorizing and funding the Project. Through that agreement, obligations are being managed by UDFCD.

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

Adams County Public Works; Urban Drainage and Flood Control District; Regional Rail Partners, Office of County Attorney, Lower Clear Creek Ditch Company

#### **ATTACHED DOCUMENTS:**

Draft Resolution

An original of the First Amendment To License Agreement Between Lower Clear Creek Ditch Company, Adams County, Urban Drainage And Flood Control District, And Regional Rail Partners, Joint Venture is attached that has already been signed by Ken McKenzie, Executive Director Urban Drainage and Flood Control District, and David Trent, Project Director Regional Rail Partners, Joint Venture. The ditch company will be the last to sign this First Amendment.

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:**

The Urban Drainage and Flood Control District (UDFCD) and Regional Rail Partners (RRP) are responsible for any financial commitments presented in attached agreement. Adams County has fulfilled its financial obligations for the project by providing the required funding identified in the agreement with UDFCD, approved at Public Hearing on October 11, 2016.

The funds for the agreement with UDFCD were provided from the General Fund and the Stormwater Utility Fund.

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING FIRST AMENDMENT TO LICENSE AGREEMENT  
BETWEEN LOWER CLEAR CREEK DITCH COMPANY, ADAMS COUNTY,  
URBAN DRAINAGE AND FLOOD CONTROL DISTRICT,  
AND REGIONAL RAIL PARTNERS, JOINT VENTURE

Resolution 2018-XXX

WHEREAS, the Lower Clear Creek Ditch Company, a Colorado mutual ditch company (“Ditch Company”); Adams County, a political subdivision of the State of Colorado (“County”); Urban Drainage and Flood Control District (“District”), a quasi-municipal corporation and political subdivision of the State of Colorado, and Regional Rail Partners, Joint Venture (“RRP”), sometimes referred to collectively herein as the “Parties”, have collaborated on the crossing details of the Hoffman Drainageway (“Project”) and the crossing details of the Lower Clear Creek Ditch (“Ditch”); and,

WHEREAS, the Parties wish to enter into the attached First Amendment To License Agreement Between Lower Clear Creek Ditch Company, Adams County, Urban Drainage And Flood Control District, And Regional Rail Partners, Joint Venture (“Agreement”) defining the terms of the Project and the Ditch.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the First Amendment To License Agreement Between Lower Clear Creek Ditch Company, Adams County, Urban Drainage And Flood Control District, And Regional Rail Partners, Joint Venture, a copy of which is attached hereto, be hereby approved.

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

**FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN LOWER CLEAR  
CREEK DITCH COMPANY, ADAMS COUNTY, URBAN DRAINAGE AND FLOOD  
CONTROL DISTRICT, AND REGIONAL RAIL PARTNERS, JOINT VENTURE**

1. **PARTIES.** The Parties to this First Amendment to License Agreement between Lower Clear Creek Ditch Company, Adams County, Urban Drainage and Flood Control District, and Regional Rail Partners, Joint Venture ("First Amendment") are the Lower Clear Creek Ditch Company, a Colorado mutual ditch company (referred to as "the Ditch Company"); Adams County, a political subdivision of the State of Colorado ("County"); Urban Drainage and Flood Control District, a quasi-municipal corporation and political subdivision of the State of Colorado ("District"); and Regional Rail Partners, Joint Venture ("RRP"). The Ditch Company, the County, the District, and RRP are sometimes referred to collectively herein as the "Parties." The County, the District, and RRP are sometimes referred to collectively herein as "Licensees." The effective date of this First Amendment is the date upon which all Parties have completely signed it ("Effective Date").

2. **RECITALS.** The Ditch Company, the County, the District, and RRP are parties to an April 4, 2017 License Agreement ("License Agreement") regarding construction of improvements to the Hoffman Drainageway at the location where it crosses the Lower Clear Creek Ditch ("Ditch"). The Parties acknowledge that the Hoffman Drainageway construction project has been delayed, and therefore the Parties have agreed to extend certain deadlines set forth in the License Agreement.

3. **ONE-YEAR EXTENSION OF DEADLINES IN SECTIONS 3.8, 3.8.1, 3.8.2, AND 3.9.** The first two sentences of Section 3.8, and the entirety of Sections 3.8.1, 3.8.2, and 3.9 of the License Agreement are amended as follows:

3.8 The Licensees agree that the construction permitted hereunder shall proceed with reasonable diligence from the initiation of such construction to its completion, except that construction that interrupts water flow in the Ditch will not be allowed during the period from **March 15, 2018** through **November 1, 2018**. The Installation shall be completed by **March 1, 2019**. *[The remainder of Section 3.8 of the License Agreement is unchanged].*

3.8.1 The Parties recognize that the Ditch Company customarily does not allow any construction that interrupts water flow in the Ditch during the period from March 15th through November 1st of any given year. However, the Ditch Company is willing to make an exception to allow construction of the Temporary Bypass and the Installation during the period from **March 15 through November 1, 2018**, if and only if (1) the Ditch Company is able to verify that the applicable portion of the Ditch may be shut off during construction of the Temporary Bypass; (2) the Ditch Company provides written approval of the construction schedule for both the Temporary Bypass and the Installation; and (3) the Ditch Company inspects and provides written acceptance of the Temporary Bypass pursuant to section 3.10, prior to any work being commenced on the Installation.

3.8.2 If the Installation is completed during the period from **March 15 through November 1, 2018**, RRP may remove the Temporary Bypass during that same



period if and only if (1) the Ditch Company inspects and provides written acceptance of the Installation pursuant to section 3.10; and (2) the Ditch Company is able to shut off the applicable portion of the Ditch, as necessary, to allow RRP to remove the Temporary Bypass to allow delivery of water through the Installation. If the Temporary Bypass is not so removed during the period from **March 15 through November 1, 2018**, then RRP shall coordinate with the Ditch Company to remove it during the period from **November 1, 2018 through March 1, 2019**.

- 3.9 If the Licensees commence construction of the Installation but fail to complete said construction by **March 1, 2019**, then RRP shall pay a penalty to the Ditch Company in the amount of One Thousand Dollars (\$1,000) per day until completion. The payment of such penalty shall be in addition to any sums owed as damages hereunder, including but not limited to damages pursuant to section 3.8.

4. **REIMBURSEMENT OF EXPENSES.** The Parties agree that the reimbursement provisions of Section 4 of the License Agreement apply to this First Amendment.

5. **RECORDATION.** This First Amendment shall be recorded at the expense of the Licensees. The original of this First Amendment shall be returned to the Secretary of the Ditch Company after it has been recorded.

6. **MAINTENANCE, REPAIR, AND REPLACEMENT.** Section 6.1, 6.1.1, 6.1.2, 6.4 and 6.5 shall remain unchanged and Sections 6.2 and 6.3 of the License Agreement are amended as follows:

6.2 Prior to the expiration of the first year of the two year warranty period, the County and the Ditch Company agree to negotiate in good faith to reach a written agreement regarding the rights and obligations associated with ownership and responsibility for operation, maintenance, and replacement of the Installation ("Maintenance Agreement") after expiration of the warranty period.

6.3 If no Maintenance Agreement has been reached after the expiration of one year of the warranty period ("Negotiation Expiration Date"), the County, the Ditch Company, or both may seek a judgment from the Adams County District Court to declare the rights and obligations associated with ownership and responsibility for operation, maintenance, and replacement of the Installation after expiration of the warranty period ("Declaratory Judgment"). Until the earlier of the date by which a Maintenance Agreement has been fully signed by both the County and the Ditch Company or the date by which a final, unappealable Declaratory Judgment has been entered by the Adams County District Court, the County and the Ditch Company agree to confer with one another regarding maintenance of the Installation. After such conferral (unless an emergency situation arises, in which case it may not be possible to confer), the County, the Ditch Company, or both, may take any action deemed reasonably necessary to maintain the Installation. Each party shall pay its own attorneys fees and costs for the Declaratory Judgment contemplated by this Section 6.3.

7. **COMPLETE AGREEMENT.** As amended herein, the License Agreement remains in full force and effect. This First Amendment and the License Agreement together represent the complete agreement of the parties hereto and no oral modification shall be recognized. Any amendments or additions shall be made in writing signed by the parties.

8. **COUNTERPARTS.** This First Amendment may be executed in several counterparts, the signatures on which may be by facsimile or by scanned originals, and, as so executed, shall constitute one agreement, binding on each party even though each party has not signed the same counterpart. Any counterpart of this First Amendment which has attached to it separate signature pages, which altogether contain the signatures of each party, shall be deemed a fully executed instrument for all purposes.

**LOWER CLEAR CREEK DITCH COMPANY,  
a Colorado mutual ditch company**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

ATTEST:

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



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

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

ATTEST:

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

APPROVED AS TO FORM:

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**URBAN DRAINAGE AND FLOOD CONTROL  
DISTRICT**


By: 

Printed Name: Ken A. MacKenzie

Title: Executive Director

Date: April 12, 2018

**REGIONAL RAIL PARTNERS, JOINT  
VENTURE**

By: 

Printed Name: DAVID TRENT

Title: PROJECT DIRECTOR

Date: 4/17/18

ATTEST: 

Printed Name: MATT BARABES

Title: PM

Date: 4/17/18



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 19, 2018
<b>SUBJECT:</b> Eastern Slope Housing's HOME Investment Partnerships (HOME) Program Loans
<b>FROM:</b> Kristin Sullivan, Community and Economic Development Director
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>HEARD AT STUDY SESSION ON:</b> May 15, 2018
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> Board to approve forgiveness of two HOME loans between the County and Eastern Slope Housing

### **BACKGROUND:**

Eastern Slope Housing, a non-profit housing developer, entered into two separate agreements that provided HOME loans for the development of two senior affordable housing projects in Strasburg, Colorado: The Residences at Prairie Creeks and Prairie Creeks Living Center.

On July 31, 1996, Eastern Slope Housing entered into an agreement with the County awarding a \$30,000 loan to aid in the development of Prairie Creeks Living Center. The development consists of sixteen (16) affordable housing units for seniors in need of assisted living. Final payment of the loan is due July 31, 2018.

On July 24, 2002, Eastern Slope Housing entered into an agreement with the County, awarding \$221,975 in HOME funds for the construction of twenty-four (24) new affordable housing units for seniors, known as the Residences at Prairie Creeks. The HOME funds were provided as both a grant (\$110,987.50) and a loan (\$110,987.50), with final payment of the loan due on June 1, 2018.

Eastern Slope Housing provides essential affordable housing for seniors in rural Adams County; however, it is financially unable to repay the loans and requested that both loans be forgiven.

Staff recommends that the Board authorize forgiveness of both loans.

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

County Attorney'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:****Cost Center:**

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

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

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 FORGIVENESS OF LOANS  
BETWEEN ADAMS COUNTY AND EASTERN SLOPE HOUSING

WHEREAS, HUD has designated the County as a Participating Jurisdiction under the HOME Investment Partnerships (HOME) Program; and,

WHEREAS, Adams County has been receiving HOME funds since 1992; and,

WHEREAS, Eastern Slope Housing, a non-profit housing developer, entered into two separate agreements providing HOME loans to fund the development of two senior affordable housing projects in Strasburg, Colorado; and,

WHEREAS, the first agreement for a \$30,000 loan was executed on July 31, 1996, between Adams County and Eastern Slope Housing, had a repayment in full date of July 31, 2018, and resulted in the construction of sixteen (16) affordable senior assisted living units (Prairie Creeks Living Center); and,

WHEREAS, the second agreement for \$221,975 was executed on July 24, 2002, between Adams County and Eastern Slope Housing with half of the funds (\$110,987.50) being a loan with a repayment in full date of June 1, 2018, and resulting in the construction of twenty-four (24) affordable senior housing units (The Residences at Prairie Creeks); and,

WHEREAS, both the Prairie Creeks Living Center and The Residences at Prairie Creeks have been providing essential affordable housing for seniors in rural Adams County; and,

WHEREAS, Eastern Slope Housing is financially unable to repay the loans and has asked that both loans be forgiven; and,

WHEREAS, the loan funds were used in good faith to further needed public purposes and to enhance the safety and welfare of vulnerable Adams County populations.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the above described loans between Adams County and Eastern Slope Housing be and are forgiven.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 19, 2018
<b>SUBJECT:</b> Resolution Regarding Defense and Indemnification of Christopher Trujillo as a Defendant Pursuant to C.R.S. § 24-10-101, et seq., 18-cv-30748
<b>FROM:</b> Heidi Miller, County Attorney
<b>AGENCY/DEPARTMENT:</b> County Attorney's Office
<b>HEARD AT STUDY SESSION ON</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Adopt the Resolution Regarding Defense and Indemnification of Christopher Trujillo as a Defendant Pursuant to C.R.S. § 24-10-101, et seq.

### **BACKGROUND:**

The Board of County Commissioners formally indemnifies employees and elected officials who are named in civil lawsuits.

The County Attorney's Office has reviewed the facts of this lawsuit and it has been determined that the employees/elected officials named in the lawsuit were acting within the course and scope of their employment at all relevant times.

The County Attorney's Office is recommending that the following employees/elected officials be indemnified for any potential damages that might arise out of this litigation: Christopher Trujillo.

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

Public Works

### **ATTACHED DOCUMENTS:**

Resolution



**FISCAL IMPACT:**

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

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

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

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

**Additional Note:**

Potential fiscal impact is unknown. If litigation results in settlement or judgment against the County or its employees/elected officials, there would be a fiscal impact. The potential amount of that impact is impossible to estimate at this time.

RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF  
CHRISTOPHER TRUJILLO AS A DEFENDANT PURSUANT TO C.R.S. § 24-10-101,  
ET SEQ.

WHEREAS, Adams County is a public entity pursuant to the Colorado Governmental Immunity Act; and,

WHEREAS, Adams County is obligated to bear the cost of the defense of its elected officials and employees and pay all judgments entered against its elected officials and employees pursuant to the Colorado Governmental Immunity Act so long as they acted within the course and scope of their employment and their acts were not willful and wanton; and,

WHEREAS, Christopher Trujillo has been sued in the matter of *Jacqueline Wallace and Robert Contreras v. Christopher Trujillo* in the Adams County District Court, Case Number 18-cv-30748; said Defendant, being an employee of Adams County at the time of the incident described in the Complaint; and,

WHEREAS, initial investigation has revealed to the satisfaction of the Board of County Commissioners and the determination has been made that the Defendant appears to have acted within the course and scope of his employment and his actions do not appear to be willful and wanton; and,

WHEREAS, pursuant to C.R.S. §§ 24-10-110, 24-10-113 and 24-10-118(5) Adams County hereby determines that it is in the public interest to bear the cost of defense for the Defendant against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendant; and,

WHEREAS, in exchange for such defense, the Defendant is required to cooperate fully in the defense of this matter, including but not limited to, assisting in the discovery process, participating in mediation, facilitation, or other measures deemed appropriate by the Board of County Commissioners, and Defendant acknowledges that Adams County may settle on behalf of the Defendant any or all asserted claims, including those for personal liability and punitive damages.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Adams County shall bear the cost of defense for Christopher Trujillo against all asserted claims for compensatory and punitive

damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendant in the matter of *Jacqueline Wallace and Robert Contreras v. Christopher Trujillo*.

IT IS FURTHER RESOLVED that the Adams County Attorney is directed to enter her appearance as counsel for Defendant and to defend this matter.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 19, 2018
<b>SUBJECT:</b> Federal Lands Access Program and Federal Lands Transportation Program Project Memorandum of Agreement March 2018
<b>FROM:</b> Shannon McDowell
<b>AGENCY/DEPARTMENT:</b> Parks and Open Space
<b>HEARD AT STUDY SESSION ON:</b> AIR on 5/22/18
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the Federal Lands Access Program and Federal Lands Transportation Program Project Memorandum of Agreement March 2018.

### **BACKGROUND:**

Since 2013, Parks and Open Space staff has worked cooperatively with staff from the Rocky Mountain Arsenal National Wildlife Refuge (RMANWR). Adams County participated in the creation of the Refuge's Comprehensive Conservation Plan (CCP), which guides the management and development of the Refuge. Based on input from the public and stakeholders, the CCP recorded a need for better access to the Refuge and developed a plan to address the need.

Staff at the RMANWR gathered representatives from Adams County, Commerce City, and the City and County of Denver to discuss submitting an application to the Federal Lands Access Program, a program facilitated by the Federal Highway Administration, to build improvements that benefit residents of each jurisdiction. The City and County of Denver served as the formal applicant, with Adams County and Commerce City agreeing to participate financially for improvements that benefit Adams County and Commerce City residents.

The Federal Highway Administration approved the project for funding in 2016. Since then, Federal Highway, RMANWR, and local government staff vetted the project to ensure the scope covers all necessary work and that cost estimates are as accurate as possible. The project is now ready to move into the design and construction phase. To begin design, all agencies involved in this project must execute a memorandum of agreement to establish each agency's role in the project. Adams County will be part of the team that reviews the design and construction, and will help facilitate any necessary permits or approvals. The memorandum of agreement does not show Adams County as a funding partner, though we plan to contribute \$50,000 to Commerce

City as part of the 17.21% required project match. Parks and Open Space budgeted \$50,000 in 2018 to support this effort, as it greatly increases accessibility of the Refuge for Adams County residents. Adams County will execute a separate intergovernmental agreement with Commerce City to facilitate the transfer of these funds.

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

Federal Highway Administration, U.S. Fish and Wildlife (Rocky Mountain Arsenal National Wildlife Refuge), City and County of Denver, Commerce City

**ATTACHED DOCUMENTS:**

Federal Lands Access Program and Federal Lands Transportation Program Project Memorandum of Agreement March 2018  
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:**

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

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

**New FTEs requested:** ☐ YES ☐ NO

**Future Amendment Needed:** ☐ YES ☐ NO

**Additional Note:**

The memorandum of agreement does not commit any Adams County funds. However, Adams County will contribute \$50,000 of budgeted funds to the project through a separate intergovernmental agreement with Commerce City.

**RESOLUTION APPROVING FEDERAL LANDS ACCESS PROGRAM AND  
FEDERAL LANDS TRANSPORTATION PROGRAM PROJECT  
MEMORANDUM OF AGREEMENT MARCH 2018**

WHEREAS, Adams County, the Rocky Mountain Arsenal National Wildlife Refuge (“Refuge”), the City of Commerce City, and the City and County of Denver (collectively, “Parties”) participated in the creation of a Comprehensive Conservation Plan for the Refuge; and,

WHEREAS, improved access to the Refuge was identified as a major need in the final Comprehensive Conservation Plan for the Refuge; and,

WHEREAS, Parties submitted an application to the Federal Lands Access Program to make improvements that increase public access to the Refuge; and,

WHEREAS, the Federal Highway Administration, who facilitates the Federal Lands Access Program, approved the project on February 16, 2017; and,

WHEREAS, Parties wish to begin the design and construction process; and,

WHEREAS, a memorandum of agreement is necessary to establish roles and responsibilities of each party during the design and construction process; and,

WHEREAS, Parties wish to enter into a memorandum of agreement for the improvements detailed in the Federal Lands Access Program application; and,

WHEREAS, the improvements planned by Parties will benefit the citizens of Adams County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Federal Lands Access Program and Federal Lands Transportation Program Project Memorandum of Agreement March 2018, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

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

**FEDERAL LANDS ACCESS PROGRAM and FEDERAL LANDS**  
**TRANSPORTATION PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**MARCH 2018**

**Project Name:** CO FLAP DEN56(1) Access Connections to Rocky Mountain Arsenal National Wildlife Refuge (ROAR)

**State:** Colorado

**Counties:** Adams and Denver

**Owner of Federal Lands to which the Project Provides Access:** U.S. Fish and Wildlife Service

**Entity with Title or Maintenance Responsibility for Facility:**

Federal Lands Access Program Funded Segments: City of Commerce City, and City and County of Denver

Federal Lands Transportation Program Funded Segments: U.S. Fish and Wildlife Service

**Type of Work:**

Preliminary Engineering: Environmental compliance, preliminary and final design, all necessary permits

Right of Way: Acquire all necessary right of way and easements needed for the project

Construction/Construction Contracting: Acquisition of construction contractor to perform work in accordance with the construction contract (plans, specifications, and estimate)

Construction Engineering: Administration of the construction contract

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

**Parties to this Agreement:** FHWA-Central Federal Lands Highway Division (CFLHD), Adams County, City and County of Denver, City of Commerce City, and the U.S. Fish and Wildlife Service

The Program Decision Committee approved this project on

2/16/2017

Date

**AGREED:**

\_\_\_\_\_  
Happy Haynes  
Executive Director Denver Parks and Recreation  
City and County of Denver

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sean Ford  
Mayor  
City of Commerce City

\_\_\_\_\_  
Date



**FEDERAL LANDS ACCESS PROGRAM and FEDERAL LANDS**  
**TRANSPORTATION PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**MARCH 2018**

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Chair, Board of County Commissioners  
Adams County

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Date

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David Lucas  
U.S. Fish & Wildlife Service

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Date

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Judy Salomonson  
Chief of Business Operations  
FHWA-CFLHD

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Date

**A. PURPOSE OF THIS AGREEMENT**

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors, such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, the City of Commerce City and City and County of Denver agree to provide a matching share equal to a minimum of 17.21 percent of the total cost of the project, as detailed more fully in Sections J and K below.

**B. AUTHORITY**

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

**C. JURISDICTION AND MAINTENANCE COMMITMENT**

The City of Commerce City, and the City and County of Denver have jurisdictional authority to operate and maintain the completed Federal Lands Access Program funded segments at their expense. The U.S. Fish and Wildlife Service has jurisdictional authority to operate and maintain the completed Federal Lands Transportation Program funded segments at its expense

**FEDERAL LANDS ACCESS PROGRAM and FEDERAL LANDS**  
**TRANSPORTATION PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**MARCH 2018**

**D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION**

The City of Commerce City, and the City and County of Denver have coordinated project development with the U.S. Fish and Wildlife Service. The U.S. Fish and Wildlife Service support of the project is documented in the Colorado Federal Lands Access Program Project Application for this project submitted by the City of Commerce City and the City and County of Denver to FHWA-Central Federal Lands Highway Division. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the U.S. Fish and Wildlife Service.

**E. PROJECT BACKGROUND/SCOPE**

**General Project Description.**

The purpose of the project is to improve pedestrian and bicycle access to and through Rocky Mountain Arsenal National Wildlife Refuge (RMA NWR). The RMA NWR has worked closely with the City and County of Denver (CCD), City of Commerce City (CCC), and Adams County to identify and develop specific locations for improvement. Each of these locations are described with separate project numbers and names but combined comprise the total project improvements. See the figure on the next page.

Project Segments Funded through FLAP and CCD

1. Uvalda Ditch Trailhead and Trail
2. Highline Canal Trailhead and Rocky Mountain Greenway to Uvalda Ditch Trail
3. High Point Overlook

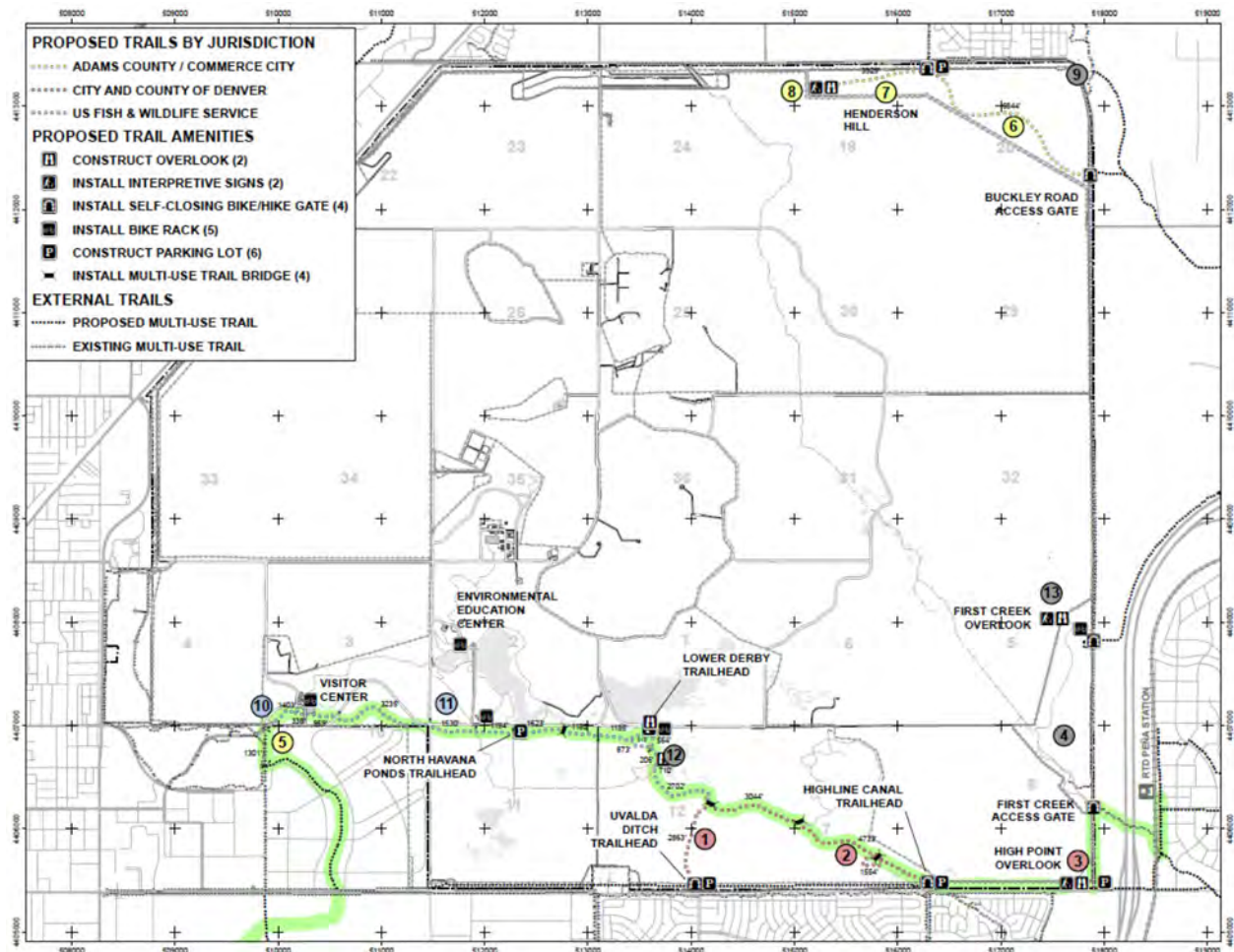
Projects Segments Funded through FLAP, CCC, and Adams County

5. Rocky Mountain Greenway from RMA NWR Entrance to neighborhood
6. North East Corner Trail
7. 96<sup>th</sup> Avenue and Chambers Road Trailhead
8. Henderson Hill Overlook

Project Segment Funded through FLTP

11. Rocky Mountain Greenway from Uvalda Ditch Trail to the RMA NWR Entrance

**FEDERAL LANDS ACCESS PROGRAM and FEDERAL LANDS**  
**TRANSPORTATION PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**MARCH 2018**



Generally, the scope of improvements include:

- trail construction (paved and unpaved)
- pedestrian bridge construction
- safety improvements (signing)
- parking lot and access construction
- vista/overlook construction
- access control (installation of cattle guards and self-closing pedestrian gates)
- wayfinding and amenities (kiosk, benches, etc.), as funding and schedule allows

**Highway Design and Safety.**

Standards for trail and parking lot construction will be obtained from the latest edition of the AASHTO, Guide for the Development of Bicycle Facilities, American Disabilities Act (ADA), and Architectural Barriers Act (ABA). All new trails will be constructed to be ADA and ABA compliant. Most of the project area is relatively flat so sight distance is generally not an issue. Adequate sight distance will be provided at the intersections of all new parking lot accesses to RMA NWR.

**FEDERAL LANDS ACCESS PROGRAM and FEDERAL LANDS**  
**TRANSPORTATION PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**MARCH 2018**

The CCD is planning major improvements to East 56<sup>th</sup> Avenue, including adding travel lanes, sidewalks, and intersection improvements. The scope of the FLAP project would be to install only a paved entrance to the parking lot and a crusher fine trail connecting the proposed East 56<sup>th</sup> Avenue northside sidewalk to the RMA NWR trails. The Uvalda Ditch Trailhead entrance would be located approximately in line with the southbound Uvalda Street travel lanes. The Highline Canal Trailhead entrance would be located approximately 600 feet East of the Chambers Road and east 56<sup>th</sup> Avenue intersection.

Signing on the trail and in parking areas will be designed according to the latest edition of the AASHTO, Guide for the Development of Bicycle Facilities, ADA, and MUTCD.

**Pavement.**

There is minimal paving on the project. The project consists of mostly soft surface (crusher fines or native soil) trail construction. Locations that will require paving are the parking lots and the Henderson Hill Overlook (approximately 4,000 feet).

The following assumptions were made for pavement structure:

Parking Lots & Accesses: 4" Hot Asphalt Concrete Pavement + 6" Aggregate Base

Henderson Hill Overlook: 6" Concrete + 4" Aggregate Base

**Bridge.**

Trail bridges will be designed according to the AASHTO LRFD Bridge Design Specifications and LRFD Guide Specifications for Pedestrian Bridges. Design live loads proposed are pedestrian loading and H5 (5 ton) vehicular loading for small maintenance vehicle use. Prefabricated truss type weathering steel bridges are proposed to be used. They will have steel bridge railing, 3'-6" in height, incorporated into truss panels.

The bridge width will be 10'-0" clear distance. Spill through concrete foundations supported on piles are assumed until geotechnical and hydraulic investigations are completed.

**ROW.**

Most of the trail construction will take place within the boundary of ROAR. Access and parking lot construction will take place either within RMA NWR, CCD, or CCC property. The exact size and locations of the lots will determine what jurisdiction they will lie in. No private property acquisition is anticipated and is outside the scope of this project.

**Utilities.**

There are numerous utilities within RMA NWR. Many of them are abandoned or inactive. Within the proposed project locations there are minimal active utilities. There may be impacts to abandoned or inactive utilities at proposed bridges. The US Army will be contacted during construction if removals are necessary.

There are numerous utilities within and just outside the right of way for East 56<sup>th</sup> Avenue between Havana and Pena Boulevard. The Rocky Mountain Pipeline gas line is located in a dedicated easement within ROAR near East 56<sup>th</sup> Avenue. There is a 120 feet reserve utility corridor (where the Magellan-Midstream Partners and Sinclair Oil gasoline lines are located) that has been agreed upon between RMA

**FEDERAL LANDS ACCESS PROGRAM and FEDERAL LANDS**  
**TRANSPORTATION PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**MARCH 2018**

NWR and Denver International Airport. Commerce City has a 100 foot utility easement within RMA NWR. Utility surveys will be required where project improvements are proposed. Efforts will be made during project development to avoid utility impacts.

**Geotechnical.**

Bridges or culverts will be required at three stream crossings. Drilling will be required at these locations to aid in structure selection and provide design parameters to Bridge and Hydraulics. Deep foundations systems are assumed for budgetary purposes. Subsurface exploration is planned to extend to 70 feet to evaluate foundation conditions.

**Hydrology/Hydraulics.**

Options for both bridge and culvert crossings will be reviewed for pedestrian crossings of existing drainages. Hydraulic design should be developed using 1D modeling. Ground survey should incorporate sufficient distance upstream and downstream of the proposed crossings to capture potential overtopping locations. Hydraulic criteria for pedestrian crossings should be based on client standard for pedestrian trails. However, the RMA RNWR has looked to CFLHD to prepare this information. For this case, the new bridges should not be overtopping by Q5.

Scour standards for bridge foundations will be based on whether or not pedestrian bridges are required to accommodate emergency vehicles. This will be determined during project development.

**Environment and Permits.**

It is assumed for the schedule that U.S. FWS will complete a Categorical Exclusion (CE) to fulfill their agency requirements for compliance with the National Environmental Policy Act. FHWA-CFLHD will also use a CE for its compliance requirements, relying on U.S. FWS-provided consultation documentation and analyses. U.S. FWS will provide project-specific documentation of consultations with the Colorado State Historic Preservation Officer and interested Native American tribes in compliance with Section 106 of the National Historic Preservation Act (NHPA) and the U.S. FWS (intra-agency) in compliance with Section 7 of the Endangered Species Act (ESA). FHWA-CFLHD will coordinate with U.S. FWS on Section 4(f) of the Department of Transportation Act requirements. The U.S. FWS will perform mitigation, if required, for impacted species.

FHWA-CFLHD will obtain the following studies, reports, and permits required for the project, if determined to be necessary:

- Section 4(f)
- Wetland Delineation Study and Report
- Section 402 of the Clean Water Act (NPDES Permit)
- Sections 401 and 404 of the Clean Water Act (Water Quality Certification and Nationwide Permit)

Additional permit needs will be determined through the environmental process in coordination with local, state, and federal agencies.

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**F. PROJECT BUDGET**

Item	Estimated Cost for CFLHD Performed Services	Comments
Scoping	\$42,000	Actual Costs
Preliminary Engineering (PE) and Environmental Compliance	\$400,000	
ROW Acquisition & Utility Relocation	\$0	No anticipated ROW Acquisition or Utility Relocation
Construction Contract (CN)	\$2,920,000	
Construction Engineering (CE)	\$360,000	
Contingency	\$228,000	Contingency
<b>Total</b>	<b>\$3,950,000</b>	

Costs for services done by other parties to this agreement are not shown.

**G. ROLES AND RESPONSIBILITIES**

Responsible Party	Product/Service/Role	Comments
FHWA-CFLHD	<ul style="list-style-type: none"> <li><i>Develop and sign this Memorandum of Agreement</i></li> <li><i>Manage project development schedule and preliminary engineering costs</i></li> <li><i>Conduct waters of the U.S. surveys and prepare delineation report</i></li> <li><i>Coordinate with U.S. FWS on Section 4(f) requirements</i></li> <li><i>Review and provide comments within two weeks of the environmental documents and letters prepared by U.S. FWS</i></li> <li><i>Preliminary engineering towards the development of a PS&amp;E construction contract package</i></li> <li><i>Obtain federal permits required for Federally constructed projects, possibly including:</i> <ul style="list-style-type: none"> <li><i>Clean Water Act Section 401</i></li> <li><i>Clean Water Act Section 402</i></li> </ul> </li> </ul>	

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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> <li>– <i>Clean Water Act Section 404</i></li> <li>• <i>Advertise and award the contract (Bids will not be solicited by FHWA-CFLHD until maintaining agency has concurred with the plans and specifications)</i></li> <li>• <i>Construction engineering/administration of the construction contract</i></li> <li>• <i>Potentially enter into a formal partnering work session and agreement with all parties involved in the construction contract</i></li> <li>• <i>Provide Project Engineer on site for construction administration</i></li> <li>• <i>Determine the need for any proposed changes to contract documents, evaluate change impacts, coordinate technical reviews as needed, and ensure that the construction meets the requirements intended in the PS&amp;E</i></li> <li>• <i>Ensure that the contractor will bear all expense of maintaining traffic, other than snow removal and normal state, county, and city maintenance work</i></li> <li>• <i>Verify adherence to environmental documents</i></li> <li>• <i>Set up and lead final inspection upon completion of construction</i></li> </ul>	
Adams County	<ul style="list-style-type: none"> <li>• Review and sign this Memorandum of Agreement</li> <li>• Attend reviews and meetings</li> <li>• Provide in a timely manner available data including but not limited to traffic, accidents, material sources, construction costs, agreements, other technical data</li> <li>• Review and provide comments within two weeks the plans, estimate, and specifications at each phase of design and provide project development support</li> <li>• In coordination with the FHWA-CFLHD project manager, ensure that completed plans, specifications, and estimates (PS&amp;E) are consistent with the intended outcome</li> <li>• Acquire any required state or local permits prior to advertisement of the project</li> </ul>	

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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> <li>• Provide ROW and utility information</li> <li>• Obtain all rights necessary to construct, operate, and maintain the facility</li> <li>• Provide overall direction regarding agency policy and administration for the project and concur with the final plans and specifications</li> <li>• Sign CFLHD Utility Certification</li> <li>• Sign the CFLHD ROW Certification</li> <li>• Develop a public information plan in coordination with CFLHD and the FLMA</li> <li>• If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Designate a representative who will be the primary contact for FHWA's construction staff during construction</li> <li>• Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&amp;E</li> <li>• Attend a final inspection and approve and provide final acceptance upon completion of construction</li> </ul>	
City of Commerce City	<ul style="list-style-type: none"> <li>• Review and sign this Memorandum of Agreement</li> <li>• Attend reviews and meetings</li> <li>• Provide in a timely manner available data including but not limited to traffic, accidents, material sources, construction costs, agreements, other technical data</li> <li>• Review and provide comments within two weeks the plans, estimate, and specifications at each phase of design and provide project development support</li> <li>• In coordination with the FHWA-CFLHD project manager, ensure that completed plans, specifications, and estimates (PS&amp;E) are consistent with the intended outcome</li> <li>• Acquire any required state or local permits prior to advertisement of the project</li> <li>• Provide ROW and utility information</li> </ul>	



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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> <li>• Obtain all rights necessary to construct, operate, and maintain the facility</li> <li>• Provide overall direction regarding agency policy and administration for the project and concur with the final plans and specifications</li> <li>• Sign CFLHD Utility Certification</li> <li>• Sign the CFLHD ROW Certification</li> <li>• Develop a public information plan in coordination with CFLHD and the FLMA</li> <li>• If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Designate a representative who will be the primary contact for FHWA's construction staff during construction</li> <li>• Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&amp;E</li> <li>• Attend a final inspection and approve and provide final acceptance upon completion of construction</li> <li>• Provide long term maintenance and operation of the project segments funded by FLAP upon completion</li> </ul>	
City and County of Denver	<ul style="list-style-type: none"> <li>• Review and sign this Memorandum of Agreement</li> <li>• Attend reviews and meetings</li> <li>• Provide in a timely manner available data including but not limited to traffic, accidents, material sources, construction costs, agreements, other technical data</li> <li>• Review and provide comments within two weeks the plans, estimate, and specifications at each phase of design and provide project development support</li> <li>• In coordination with the FHWA-CFLHD project manager, ensure that completed plans, specifications, and estimates (PS&amp;E) are consistent with the intended outcome</li> <li>• Acquire any required state or local permits prior</li> </ul>	

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Responsible Party	Product/Service/Role	Comments
	<p>to advertisement of the project</p> <ul style="list-style-type: none"> <li>• Provide ROW and utility information</li> <li>• Obtain all rights necessary to construct, operate, and maintain the facility</li> <li>• Provide overall direction regarding agency policy and administration for the project and concur with the final plans and specifications</li> <li>• Sign CFLHD Utility Certification</li> <li>• Sign the CFLHD ROW Certification</li> <li>• Develop a public information plan in coordination with CFLHD and the FLMA</li> <li>• If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Designate a representative who will be the primary contact for FHWA's construction staff during construction</li> <li>• Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&amp;E</li> <li>• Attend a final inspection and approve and provide final acceptance upon completion of construction</li> <li>• Provide long term maintenance and operation of the project segments funded by FLAP upon completion</li> </ul>	
U.S. Fish & Wildlife Service	<ul style="list-style-type: none"> <li>• Review and sign this Memorandum of Agreement</li> <li>• Attend reviews and meetings</li> <li>• Provide in a timely manner available data, including but not limited to existing agreements or technical data, and environmental documents (e.g., NHPA report(s) and letter(s), ESA report(s) and letter(s), decision documents, NEPA CE)</li> <li>• Lead agency for NHPA and ESA compliance</li> <li>• Document NEPA compliance via a CE</li> <li>• Provide timely concurrence on Section 4(f) decision in coordination with FHWA-CFLHD</li> <li>• Perform mitigation, if required, for impacted</li> </ul>	

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Responsible Party	Product/Service/Role	Comments
	<p>species</p> <ul style="list-style-type: none"> <li>• Review and provide comments within two weeks of the plans and specifications at each phase of design and provide project development support</li> <li>• In coordination with the FHWA project manager, ensure that completed plans, specifications, and estimates (PS&amp;E) are consistent with the intended outcome</li> <li>• Provide overall direction regarding FLMA policy and administration for the project and concur with the final plans and specifications</li> <li>• Provide a fire plan for incorporation into the Special Contract Requirements</li> <li>• Provide a seed mix for the final seeding mix into the Special Contract Requirements</li> <li>• Provide support to CFLHD (respond to question regarding environmental issues), as requested, for the development of environmental documents</li> <li>• Develop a public information program in coordination with CFLHD and the maintaining agency</li> <li>• If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Designate a representative who will be the primary contact for the FHWA's Construction staff</li> <li>• Continue to update and implement the public information program</li> <li>• Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&amp;E</li> <li>• Attend final inspection upon completion of construction</li> <li>• Assume responsibility of the NPDES permit until the Notice of Termination is filed and accepted</li> <li>• Provide long term maintenance and operation of the project elements funded by FLTP upon completion</li> </ul>	

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**H. ROLES AND RESPONSIBILITIES—SCHEDULE**

Responsible Lead	Product/Service/Role	Schedule Finish	Comments
FHWA-CFLHD	Preliminary Design and Environmental Compliance	Fall 2018	FHWA NEPA CE, delineation report, Section 4(f), federal permits
U.S. FWS	Environmental Compliance	Fall 2018	U.S. FWS NEPA CE, NHPA and ESA compliance
FHWA-CFLHD	Final Design	Summer 2019	Development of PS&E
FHWA-CFLHD	Advertise, Award and NTP	2019	
FHWA-CFLHD	Administer Construction Contract	2019-20	Construction Engineering

**I. PROPOSED DESIGN STANDARDS**

Final design standards will be determined through the NEPA process.

Criteria		Comments
Standard	AASHTO	
Functional Classification	N.A.	Trailheads and Trails
Surface Type	Concrete and Crusher Fines	Segment 7 and 8 trails will be concrete, all others will be crusher fines
Design Volume	N.A.	

**J. ESTIMATED FUNDING**

		PROJECT FUNDING	
Funding Source	Estimated Funding	% of Total Project	Comments
Federal Lands Access Program	\$2,140,000	54%	Maximum of 82.79% of Segments 1, 2, 3, 5, 6, 7, and 8
Federal Lands Transportation Program	\$1,360,000	34%	100% of Segment 11
City and County of Denver	\$277,000	7%	Minimum of 17.21% of Segments 1, 2, and 3. Cash contribution.
City of Commerce City	\$173,000	5%	Minimum of 17.21% of Segments 5, 6, 7, and 8. Cash contribution.

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<b>Total</b>	<b>\$3,950,000</b>		
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Refer to the reimbursable agreements for detailed information.

**K. MATCHING SHARE REQUIREMENTS**

The City and County of Denver will provide the amount shown above in the funding table, or 17.21% of the total Federal Lands Access Program eligible project costs required for Project Segments 1, 2, and 3 through construction contract completion, closeout, and resolution of any disputes, whichever is greater, through separate funding agreements.

The City of Commerce City will provide the amount shown above in the funding table, or 17.21% of the total Federal Lands Access Program eligible project costs required for Project Segments 5, 6, 7, and 8 through construction contract completion, closeout, and resolution of any disputes, whichever is greater, through separate funding agreements.

Matching or cost sharing requirements will be satisfied following the obligation of funds to the project as detailed above in Section J.

**L. PROJECT TEAM MEMBERS—POINTS OF CONTACT**

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

<b>Name/Title</b>	<b>Organization</b>	<b>Phone Number/Email</b>
Shannon McDowell Open Space Manager	Adams County	(303) 637-8039 smcdowell@adcogov.org
Traci Ferguson Parks Planner	Commerce City	(303) 227-8788 tferguson@c3gov.com
Kelly Uhing City Naturalist	City and County of Denver	(720) 913-0659 kelly.uhing@denvergov.org
Nick Kaczor Assistant Refuge Manager	U.S FWS	(303) 289-0334 nick_kaczor@fws.gov
James Herlyck Project Manager & Construction Operations Engineer	FHWA-CFLHD	(720) 963-3698 james.herlyck@dot.gov

**M. CHANGES/AMENDMENTS/ADDENDUMS**

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

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The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

**N. ISSUE RESOLUTION PROCEDURES MATRIX**

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

<b>FHWA-CFLHD</b>	<b>Adams County</b>	<b>CCC</b>	<b>CCD</b>	<b>U.S. FWS</b>	<b>Time</b>
James Herlyck, Project Manager & Construction Operations Engineer	Shannon McDowell Open Space Manager	Traci Ferguson Parks Planner	Kelly Uhing	Nick Kaczor Assistant Refuge Manager	30 days
Gary Strike, Project Management Branch Chief	Nathan Mosley Director of Parks and Open Space	Carolyn Keith, Director of Parks, Recreation, and Golf	Scott Gilmore, Deputy Executive Director Denver Parks and Recreation	David Lucas Refuge Manager	60 days
Curtis Scott, Chief of Engineering	Bryan Ostler Deputy County Manager of Community Services	Roger Tinklenberg, Deputy City Manager	Bob Finch, Director, Natural Resources Division Denver Parks and Recreation	Maureen Gallagher Deputy Assistant Regional Director	90 days

**O. TERMINATION**

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 19, 2018
<b>SUBJECT:</b> Intergovernmental Agreement between Adams County and the City of Commerce City regarding the Federal Lands Access Program project at the Rocky Mountain Arsenal National Wildlife Refuge
<b>FROM:</b> Shannon McDowell
<b>AGENCY/DEPARTMENT:</b> Parks and Open Space
<b>HEARD AT STUDY SESSION ON:</b> AIR on 5/22/18
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the Intergovernmental Agreement between Adams County and the City of Commerce City regarding the Federal Lands Access Program project at the Rocky Mountain Arsenal National Wildlife Refuge.

### **BACKGROUND:**

Since 2013, Parks and Open Space staff has worked cooperatively with staff from the Rocky Mountain Arsenal National Wildlife Refuge (RMANWR). Adams County participated in the creation of the Refuge's Comprehensive Conservation Plan (CCP), which guides the management and development of the Refuge. Based on input from the public and stakeholders, the CCP recorded a need for better access to the Refuge and developed a plan to address the need.

Staff at the RMANWR gathered representatives from Adams County, Commerce City, and the City and County of Denver to discuss submitting an application to the Federal Lands Access Program, a program facilitated by the Federal Highway Administration, to build improvements that benefit residents of each jurisdiction. The City and County of Denver served as the formal applicant, with Adams County and Commerce City agreeing to participate financially for improvements that benefit Adams County and Commerce City residents.

The Federal Highway Administration approved the project for funding in 2016. Since then, Federal Highway, RMANWR, and local government staff vetted the project to ensure the scope covers all necessary work and that cost estimates are as accurate as possible. The project is now ready to move into the design and construction phase. The Federal Highway Administration will serve as the contracting agent for design and construction. This type of project requires a minimum match of 17.21%. The match will come from all agencies involved in the project

including the RMANWR, City and County of Denver, Commerce City, and Adams County. Each of these agencies will also attend progress meetings and participate in project outreach and permitting activities.

The current estimate for match needed toward components benefitting Adams County and Commerce City residents is \$173,000. Adams County plans to support the project through staff participation in the design and construction process as well as by contributing \$50,000 to Commerce City as part of the 17.21% required project match. Commerce City will then convey our contribution and the remaining match attributable to projects benefitting Adams County/Commerce City residents, to the Federal Highway Administration. Parks and Open Space budgeted \$50,000 in 2018 to support this effort, as it greatly increases accessibility of the Refuge for Adams County residents. Adams County needs to execute an intergovernmental agreement with Commerce City to facilitate the transfer of these funds.

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

Commerce City

**ATTACHED DOCUMENTS:**

Intergovernmental Agreement between Adams County and the City of Commerce City regarding the Federal Lands Access Program project at the Rocky Mountain Arsenal National Wildlife Refuge  
Resolution



**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**

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	8810	61071804	\$50,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			\$50,000

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☐ YES ☒ NO

**Additional Note:**

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**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN ADAMS COUNTY AND THE CITY OF COMMERCE CITY  
REGARDING THE FEDERAL LANDS ACCESS PROGRAM PROJECT AT THE  
ROCKY MOUNTAIN ARSENAL NATIONAL WILDLIFE REFUGE**

WHEREAS, Adams County, the Rocky Mountain Arsenal National Wildlife Refuge (“Refuge”), the City of Commerce City, and the City and County of Denver (collectively, “Parties”) participated in the creation of a Comprehensive Conservation Plan for the Refuge; and,

WHEREAS, improved access to the Refuge was identified as a major need in the final Comprehensive Conservation Plan for the Refuge; and,

WHEREAS, Parties submitted an application to the Federal Lands Access Program to make improvements that increase public access to the Refuge; and,

WHEREAS, the Federal Highway Administration, who facilitates the Federal Lands Access Program, approved the project on February 16, 2017; and,

WHEREAS, the Federal Lands Access Program requires a minimum match of 17.21%; and,

WHEREAS, the City of Commerce City intends to enter into a funding agreement with the Federal Highway Administration Central Federal Lands Highway Division to provide no less than 17.21% of the project cost for certain segments of the project; and,

WHEREAS, the Adams County Board of County Commissioners has appropriated a \$50,000 contribution to the City of Commerce City’s share of the match for the project; and,

WHEREAS, Adams County and the City of Commerce City wish to enter into an Intergovernmental Agreement to establish the purpose for and use of the \$50,000 contribution from Adams County to Commerce City.

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 the City of Commerce City Regarding the Federal Lands Access Program Project at the Rocky Mountain Arsenal National Wildlife Refuge, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND THE  
CITY OF COMMERCE CITY REGARDING THE FEDERAL LANDS ACCESS  
PROGRAM PROJECT AT THE ROCKY MOUNTAIN ARSENAL NATIONAL  
WILDLIFE REFUGE**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Commerce City, a Colorado home rule municipality, (the "City"), and Adams County, Colorado, a political subdivision of the State of Colorado, (the "County"), jointly "the Parties".

**WITNESSETH**

WHEREAS, the County and the City are both political subdivisions of the State of Colorado; and

WHEREAS, Section 18(2) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.* and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, both the County and the City have an interest in providing residents with access to the Rocky Mountain Arsenal National Wildlife Refuge; and

WHEREAS, both the City and the County have been involved with the City and County of Denver and the Rocky Mountain Arsenal National Wildlife Refuge in the development of a Federal Lands Access Program funding application that would help to fund access improvements at the Rocky Mountain Arsenal National Wildlife Refuge; and

WHEREAS, the funding was approved by the Program Decision Committee on February 16, 2017; and

WHEREAS, the City intends to enter into a funding agreement with the Federal Highway Administration Central Federal Lands Highway Division to provide no less than 17.21 percent of the project cost for certain segments of the project; and

WHEREAS, the City and the County now desire to proceed with the Federal Lands Access Program project as a joint effort (the "Project"); and

WHEREAS, the County Commissioners of the County have authorized, by appropriation or resolution, a \$50,000 contribution to the City's share of the total project cost.

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

I. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of the Parties with respect to the Project.

II. SCOPE OF PROJECT

See attached Statement of Work.

III. PUBLIC NECESSITY

The Parties agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people in the Project region and is of particular benefit to the inhabitants of the City and the County and the property therein.

IV. CONTRIBUTION

The County agrees to pay to the City on or before December 31, 2018, fifty thousand DOLLARS AND NO CENTS (\$50,000) ("Contribution") in one lump sum as part of the 17.21 percent of matching funds the City is contributing toward the Project.

V. MANAGEMENT OF FINANCES

A. Project funds remitted by the County to the City shall be held by the City in a segregated account, to be used exclusively for payment to the Federal Highway Administration Central Federal Lands Highway Division for matching funds for the Project.

B. If the City does not perform its obligations as set forth in Section V.A. above, the City shall return the Contribution to the County within thirty (30) days.

C. At completion of the project the City shall provide the County with a written statement of accounting for the Project.

VI. MANAGEMENT OF PROJECT

The County understands the Federal Highway Administration Central Federal Lands Highway Division will manage the Project. The County will designate a staff member to attend progress meetings.

VII. TERM OF AGREEMENT

The term of this Agreement shall commence upon final execution by all Parties and shall terminate December 31, 2025.

VIII. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

The Parties hereto understand and agree that the City, the County, their officers and employees are relying on, and do not waive or intend to waive by any provision of the 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 either party, their officers, or their employees.

IX. NOTICES

A. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to Parties at the addresses set forth below or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.

For Adams County:

Adams County Parks and Open Space  
9755 Henderson Road  
Brighton, Colorado 80601

Adams County Attorney's Office  
4430 South Adams County Parkway, Suite C5000B  
Brighton, Colorado 80601-8206

For the City of Commerce City:

City of Commerce City  
Attention: City Manager  
7887 E 60<sup>th</sup> Avenue  
Commerce City, Colorado 80022

B. The Parties each agree to designate and assign a Project representative to act on the behalf of said Parties in all matters related to the Project undertaken

pursuant to this Agreement. Each representative shall coordinate all Project-related issues between the Parties, shall attend all progress meetings, and shall be responsible for providing all available Project-related file information upon request by the City or the County. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement.

X. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among the Parties. Any amendments or modifications to this Agreement shall be in writing and executed by the Parties hereto to be valid and binding.

XI. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

XII. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in Adams County, Colorado.

XIII. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the non-assigning party or parties to this Agreement.

XIV. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of the Parties hereto and to their respective successors and permitted assigns.

XV. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days written notice by either of the Parties, but only prior to the City committing funds to the Project.

XVI. EMPLOYMENT STATUS

This Agreement shall not change the employment status of any employees of the Parties. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

XVII. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, the Parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

XVIII. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of the City and/or the County stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the appropriate governing body of the City and/or the County.

XIX. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Parties that any person or party other than either one of the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

XX. ILLEGAL ALIENS

The Parties agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. et seq.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

Signatures on next page.

CITY OF COMMERCE CITY, COLORADO

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Brian K. McBroom, City Manager

ATTEST:

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Laura J. Bauer, MMC, City Clerk

APPROVED AS TO FORM:

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Robert Sheesley, Senior Assistant City Attorney

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

---

Mary Hodge, Chair

ATTEST:

---

Erica Hannah, Deputy Clerk

APPROVED AS TO FORM:

---

Doug Edelstein  
Adams County Attorney's Office





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 19, 2018
<b>SUBJECT:</b> Adams County Head Start's Temple Hoyne Buell Foundation Grant #8957
<b>FROM:</b> Chris Kline, Director of Human Services Department
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> Approve the resolution for Head Start to receive funding from the Temple Hoyne Buell Foundation Grant #8957

### **BACKGROUND:**

Adams County Head Start is submitting grant #8957 to the Temple Hoyne Buell Foundation for \$25,000 in order to support Creative Curriculum implementation for the term of May 1, 2018 through April 30, 2019.

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

Temple Hoyne Buell Foundation

### **ATTACHED DOCUMENTS:**

Temple Hoyne Buell Foundation Grant #8957  
Resolution

**FISCAL IMPACT:**

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

**Fund:** 31**Cost Center:** Various

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	6820	5000	\$25,000
<b>Total Revenues:</b>			<u>\$25,000</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:	7210	5000	\$25,000
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$25,000</u>

**New FTEs requested:**                      ☒ **YES**                      ☐ **NO**

**Future Amendment Needed:**                      ☒ **YES**                      ☐ **NO**

**Additional Note:**

**RESOLUTION APPROVING THE GRANT AGREEMENT FOR GRANT #8957  
BETWEEN ADAMS COUNTY HEAD START AND THE TEMPLE HOYNE  
BUELL FOUNDATION**

**WHEREAS**, Adams County Head Start has been approved for a \$25,000 grant from the Temple Hoyne Buell Foundation for Creative Curriculum implementation; and,

**WHEREAS**, the grant funds will be used to support Creative Curriculum implementation for the term of May 1, 2018 through April 30, 2019.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners, County of Adams, State of Colorado, that the Grant Agreement for Grant #8957 between Adams County Head Start and the Temple Hoyne Buell Foundation be approved.

**BE IT FURTHER RESOLVED**, that the Chair is authorized to execute said Grant Agreement on behalf of Adams County



May 22, 2018

Chris Kline, Director of Human Services  
Adams County Head Start  
7111 East 56th Avenue  
Commerce City, CO 80022

**Re: Grant # 8957**

Dear Mr. Kline:

The Trustees of the Temple Hoyne Buell Foundation are pleased to inform you that a grant has been approved in the amount of \$25,000.00 for Creative Curriculum implementation. Please reference the grant number in any correspondence related to this grant. This contract replaces the original contract issued on April 30, 2018.

This grant has been approved based upon the following terms and conditions:

1. Tax Exempt Status: The organization is a nonprofit recognized by the Internal Revenue Service as a public charity as described in Sections 501(c)(3) and 509(a)(1) of the IRS Code of 1986 as amended (the "Code") or a governmental agency organized under the laws of the State of Colorado.
2. Expenditure of Funds: This grant, and any income earned upon investment of grant funds, is made for the charitable purposes outlined above and may not be expended for any other purpose without this Foundation's prior written approval. The grant period is *May 1, 2018* through *April 30, 2019*. Any unexpended funds, or funds used for purposes other than those allowed by this agreement, must be returned to the Foundation upon written notice.
3. Records and Reports: You are required to keep the financial records with respect to this grant and to provide this Foundation with a written report summarizing the use of all grant funds after funds have been expended, due no later than May 31, 2019, and other reports as we may reasonably require. All records shall be retained for at least four years following the year in which all grant funds are fully expended.
4. Required Notification: You are required to provide this Foundation with *immediate written notification* of (a) any change in your organization's tax-exempt status, (b) any inquiry or audit by the Internal Revenue Service, (c) your inability to expend the grant for the purposes described in this letter, or (d) any expenditure from this grant made for any purposes other than those for which the grant was intended. Additionally, you must submit a written request to us *in advance* if the funds cannot be expended within the stated grant period.
5. Reasonable Access: Subject to any applicable confidentiality laws, you will permit this Foundation and its representatives reasonable access to your files, records, accounts, and personnel for purposes of making such financial audits, verifications, or program evaluations as this Foundation deems necessary or appropriate concerning this grant award.
6. Condition of Grant: This grant is conditioned upon your acceptance of the terms set forth above, and this Foundation reserves the right to discontinue, modify, or withhold any payment under this grant award, or to

request a refund of any grant funds, if it reasonably determines that your organization has not fully complied with the terms and conditions of this grant.


7. Publicity: This Foundation may include information concerning this grant, including the amount and purpose of the grant and any related materials (including other information about your organization and its activities) in the Foundation's periodic public reports, newspapers, and news releases. You will obtain the Foundation's approval, which shall not be unreasonably withheld, concerning the text of any proposed publicity concerning this grant prior to its release.

8. Representations: Your representations contained in this letter are true and may be relied upon by the Foundation. You will immediately notify the Foundation in writing if you fail to comply with any provision of this letter or if any of your representations are no longer true.

if the conditions of this grant meet with your approval, please sign and return one copy of this letter with **original authorized signatures** to the Foundation within 14 days after its receipt. A check will be issued within three weeks of our receipt of the signed contract.

Congratulations on this recognition of your important efforts. We look forward to working with you during the coming year.

Sincerely,

  
Susan J. Steele  
Executive Director

*am*



AGREED AND ACCEPTED BY THE UNDERSIGNED AUTHORIZED SIGNATORIES  
(all signatures below are required):

X  
\_\_\_\_\_  
Signature, Commissioner  
Adams County Head Start  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

X  
\_\_\_\_\_  
Signature, Director of Human Services  
Adams County Head Start  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> 06/19/18
<b>SUBJECT:</b> Solar Farm Land Lease
<b>FROM:</b> Jeri Coin, on behalf of Dave Ruppel
<b>AGENCY/DEPARTMENT:</b> Front Range Airport
<b>HEARD AT STUDY SESSION ON:</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the resolution.

### **BACKGROUND:**

CO LI CSG 2 LLC ("Tenant") has requested to lease land from Adams County, Front Range Airport ("Landlord") a 7.5-acre parcel of land. The Leased Premises shall be used for the construction and operation of a Solar Farm and related facilities 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.

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

County Attorney

### **ATTACHED DOCUMENTS:**

Resolution  
Land Lease

**FISCAL IMPACT:**

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

**Fund:****Cost Center:**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING SOLAR LEASE AGREEMENT BETWEEN ADAMS COUNTY  
AND CO LI CSG 2 LLC

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, the Landlord has a vacant 7.5 acre parcel located on the airport; and,

WHEREAS, CO LI CSG 2 LLC (“Tenant”), would like to construct and operate a Solar Farm on this parcel; and,

WHEREAS, the Landlord would like to lease the parcel to the Tenant under the terms and conditions of the attached Solar Lease Agreement.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Solar Lease Agreement between Adams County and the CO LI CSG 2 LLC, is hereby approved.

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



## SOLAR LEASE

This Solar Lease agreement (the "Lease") is made effective this \_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date") by and between Adams County, on behalf of the Front Range Airport, located at 5200 Front Range Parkway, Watkins, Colorado 80137, ("Landlord") and CO LI CSG 2 LLC, a Colorado limited liability company, having an office at 1536 Wynkoop St, # 400, Denver, CO 80202 ("Tenant"). Tenant and Landlord are each individually referred to herein as a "Party" and collectively as the "Parties."

For and in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

1. Lease and Description. Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises situated at the Front Range Airport, Adams County, Colorado, up to a 7.5 acre parcel of property commonly known as a portion of the Front Range Airport property at 5200 Front Range Parkway, located in Adams County, Watkins, Colorado, together with ingress, egress, and utility easements on the airport providing access to and from a public road and the point of utility interconnection, if on airport property, as described in Sections 5 and 6 below (the "Leased Premises"). A legal description of the Leased Premises is attached hereto and incorporated herein as Exhibit A. Landlord grants to Tenant the right to survey the Leased Premises at Tenant's cost, and the legal description of the Leased Premises, including any access or utility easements, provided in the survey shall then become Exhibit B, which shall be attached hereto and made a part hereof. In the event of any discrepancy between the description of the property contained herein and the survey, the survey shall control.

2. Business Purpose. The Leased Premises shall be used for the construction and operation of a Solar Farm and related facilities 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 construction of a solar farm up to one (1) Megawatt DC in size (the "Solar Farm") and facilities constructed on the Leased Premises and the leasehold interest created hereby are to be used for non-aeronautical-related purposes, including but not limited to the activities listed in Section 6. 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 shall commence on the Effective Date of this lease and shall run for twenty (20) years from the Effective Date of this lease (the

"Initial Term"). So long as the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Front Range Airport, the Tenant may extend the term of this Lease for an additional ten (10) year period (the "Extension Term"). In order to exercise this extension option, Tenant shall deliver to Landlord, not less than ninety (90) days prior to the expiration of the Initial Term, written notice of Tenant's intent to extend this for such additional ten (10) year period.

4. Rent. The rent shall be \$1,333.33 per acre, per year, together with Annual Escalation outlined below. Said Rent shall be due within thirty days of the earlier of the date the Solar Farm is interconnected with the utility (hereafter known as the "Commencement Date") or one (1) year from the Effective Date of this lease (the "Rent Payment Date"). Rent for subsequent years shall be due upon the anniversary of the Rent Payment Date of this Lease.

Rent payment shall be made at 5200 Front Range Parkway, Watkins, Colorado 80137, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. The Tenant shall also pay for any calendar year or fraction thereof for which rent is due but not paid within ten (10) calendar days of the due date a late charge equal to five percent (5%) of the rent due and any accrued late charges.

Annual Escalation. Commencing on the first January 1 after the first commercial sale of electricity to the utility, and on every January 1 thereafter, the rent shall increase by 3% annually.

5. Assignment of Lease. Tenant shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of Landlord which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Notwithstanding the foregoing, Tenant is expressly permitted to assign its rights and responsibilities under this Agreement, without obtaining Landlord's consent and in its sole discretion, to any entity owned or controlled by Tenant or under common ownership or control with Tenant provided: (1) the Tenant provides the Landlord and maintains a current list of the names, addresses and telephone numbers of these entities; and (2) the entities agree in writing to abide by all the terms and conditions of this Lease.

6. Improvements of Leased Premises. All improvements constructed on the Premises are subject to the following terms and conditions:

a. Landlord has reviewed and approved Tenant's Solar Farm Facility Plans for construction (the "Plans") prior to execution of this Lease and agrees that such Plans meet the Minimum Standards of Front Range Airport. All improvements shall be built in substantial conformance with those Plans, including layout plans and elevations of the finished solar farm. Any subsequent material change to the Plans, and any construction

after the initial installation of Tenant's Solar Farm facilities (excluding Tenant's routine/periodic maintenance and replacement of said initially approved facilities) shall be submitted to Landlord for approval, such approval not to be unreasonably delayed or withheld. Landlord shall have twenty (20) days to issue its approval or disapproval of said subsequent change. If no approval or denial is received by Tenant within such twenty (20) day period, Landlord's approval shall be deemed to have been given.

b. Components. Tenant shall construct a solar farm up to (1) Megawatt DC in size (the "Solar Farm") at its sole expense. The Solar Farm shall consist of racking and foundations; inverters and transformers; necessary electrical interconnections and all improvements and connections required to transfer and deliver generation offsite, including three (3) phase extensions and power box(es); a 200 to 400 square-foot structure to house electrical and maintenance equipment ("PV Box"); security fencing and gating, with cameras, enclosing the Leased Premises; safety signage and solar photo voltaic ("PV") panels (collectively the "Site Improvements and Infrastructure"). Except as set forth herein, Landlord has no obligation to make improvements on the Leased Premises or Landlord's real property to accommodate the Solar Farm.

c. Use of Non-Leased Area. Tenant shall use reasonable efforts to use only the Leased Premises for ingress and egress, storage, construction and all improvement activities, and shall not use the property of the Landlord other than the Leased Premises for the improvement activities except as otherwise agreed. Should Tenant require additional area for lay down or storage during the construction of the improvements then Landlord shall allow use of one acre for a lay down or storage area directly adjacent to the Leased Premises at no additional cost to Tenant. Said lay down / storage area shall be depicted on the Plans and be approved at time of Lease execution. Provided however, that Tenant shall not have the right to place any improvements on such one acre area, and shall only have use of the additional one acre one time for period not to exceed six months. Tenant shall ensure that it repairs the surface of the one acre area to the extent that its laydown and storage activities causes damage thereto.

d. New Construction. For any new construction on the Leased Premises, such construction shall be designed and built in accordance with applicable law in effect at the time of construction, including without limitation, the applicable building and fire codes of such agencies and the Minimum Standards.

e. Signage. Tenant shall have the right to place one or more signs advertising the Solar Farm provided that, prior to putting up any such signage, Tenant has obtained any required sign permits from the local governing authority and such signs comply with the Minimum Standards. In the event that there is a conflict between the Minimum Standards and applicable law or permits, the requirements of applicable law or permits shall control.



f. **Fencing.** Tenant shall maintain a security fence around the Solar Farm including along Imboden Road for the duration of the Term and any extensions thereto.

g. Unless construction of the improvements is commenced within twelve (12) months after execution of Lease, this Lease shall become null and void, unless the Parties agree in writing to a longer period in which to commence construction. If the Lease becomes null and void pursuant to this section, the Tenant shall be entitled to return of prorated advance rents and other fees paid to the Landlord. Construction shall be completed by twenty-four (24) months after the execution of the Lease. Timely completion of construction is a material term of this Lease. All permits and approvals required for construction of the said improvements and/or use of the Leased Premises shall be obtained by the Tenant in a timely fashion at Tenant's sole expense.

7. **Ingress, Egress, Utility and Solar Easement.** As part of the Leased Premises, Landlord hereby grants to Tenant an easement for ingress and egress to the Leased Premises in a mutually agreeable location, for access to and from Leased Premises from a public road, and over property of Landlord within and adjacent to the Leased Premises for construction and maintenance of the Site Improvements and Infrastructure on the Leased Premises, for the installation, construction, use and maintenance of underground and aboveground telephone, telegraph, and power lines and electric utilities in connection with Tenant's use of the Leased Premises, and upon and above the property of Landlord for the unrestricted right to receive and utilize solar energy at the Solar Farm (the "Easement"). The term of this Easement shall commence upon the Commencement Date of this Lease and shall continue until the last to occur of (i) expiration of the Lease Term, or (ii) removal by Tenant of all of its property from the Leased Premises after expiration of the Lease Term, including removal of Tenant's property and infrastructure from the Easement. Additional details concerning the location and configuration of the Easement may be specified by the parties not later than ten (10) business days after execution of this Agreement and shall be included in any recorded Memorandum of this Lease. In addition, at Tenant's request and expense, this Easement shall be set forth in a separate Easement Agreement, which Landlord and Tenant agree to execute and which Tenant shall have recorded as an encumbrance on the property of Landlord and binding upon all subsequent owners, successors, and assigns. Upon expiration of the Easement, Tenant shall repair any damage to the Easement area caused by Tenant or Tenant's agents. Upon expiration of the Easement, Tenant shall, at Landlord's request, execute a termination of Easement for recording purposes.

8. **Utilities.** Tenant is responsible, at its sole cost, for bringing utilities from the present point of termination to the perimeter of the Premises. Notwithstanding the foregoing, Landlord agrees to execute any easement agreement required by the local utility to bring utilities to the point of interconnection with the Solar Farm. The Tenant must provide all improvements within the perimeter of the Leased Premises that Tenant determines it requires in its sole discretion, including, but not limited to, any necessary paving, landscaping, buildings, parking, lighting, telephone and other facilities or utilities.

All utilities shall be underground within the Leased Premises. Tenant hereby covenants and agrees to pay all monthly or other regular charges for lighting, and for all other public utilities which shall be used in or charged against the Leased Premises by Tenant during the full terms of this Lease. Landlord agrees to cooperate in the acquisition of temporary hook ups.

9. Taxes. Landlord is a tax exempt entity. Tenant shall pay all personal property taxes associated with its facilities and leasehold interest and, as additional Rent, any increase in real property taxes levied against the Leased Premises that is directly attributable to Tenant's improvements to the Leased Premises.

10. Repair, Maintenance and Security.

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

b. During construction, Tenant shall, at its expense, be responsible for the immediate clean up of any dirt and/or mud that Tenant tracks or blows upon the adjacent pavement areas.

c. Maintenance. The Solar Farm shall be maintained by Tenant at its own expense. Tenant shall maintain, protect and preserve the Solar Farm in a safe, neat and attractive condition and in good and serviceable repair. Tenant shall be responsible for ongoing vegetation and weed management on the Leased Premises.

d. Snow Removal. Landlord does not provide snow removal service on the access road serving the Leased Premises. Snow removal on the Leased Premises, if needed, shall be the responsibility of Tenant as necessitated by Tenant's operation of the Solar Farm. Any snow removal activities will minimize any damage to the existing ground surface of the site. Tenant will promptly repair any damage to the Leased Premises caused by its snow removal activities. Tenant will only use the existing or new access roads via the access easement for vehicle access to the site.

e. Security. Security for the Solar Farm shall be the responsibility of Tenant. Nothing in this Agreement shall be construed to impose security obligations upon Landlord. Landlord shall not be liable for any loss or damages suffered by Tenant or third party solar panel owners due to Tenant's and such third parties' use and occupancy of and activities on the Leased Premises.

11. Use. The Tenant shall conduct on the Leased Premises only the business for which it is leased and shall not use the Leased Premises for any illegal purpose. The Tenant's uses under this Lease include the construction and operation of the Solar Farm,

and activities related thereto. Nothing in this Agreement shall be deemed to give Tenant the right to engage in any activities which are not related to the foregoing use, except as otherwise allowed under the provisions of this Lease.

12. Title and Quiet Possession. Landlord represents and covenants that Landlord owns the Leased Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, except for those that currently appear in the recorded chain of title and are reported as exceptions on the commitment for title insurance that Tenant may obtain.

Landlord represents and warrants to Tenant that Landlord has the full right to make this Lease and that Tenant shall have quiet enjoyment and peaceful possession of the Leased Premises and the Easement throughout the Lease Term.

13. Title to Site Improvements and Infrastructure.

(a) Site Improvements and Infrastructure. Title to the Site Improvements and Infrastructure remains with Tenant at all times during the Term. Upon expiration of this Agreement, title to the Site Improvements and Infrastructure shall be designated in accordance with Section 24, below.

(b) Repair of Landlord's Property. In the event that Tenant causes any damage to Landlord's real property, including without limitation any above-ground or underground utilities, in the course of any activity undertaken by Tenant under this Agreement, Tenant shall facilitate the repair of such damage to return such property of Landlord to substantially the same condition as it existed prior to such damage, at Tenant's sole expense.

14. Subordination, Attornment, and Nondisturbance. Tenant agrees that, if requested by Landlord, this Lease shall be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust, provided that Landlord first delivers to Tenant a Non-Disturbance Agreement (defined below) from the holder of such lien or mortgage. In any case Tenant's possession of the Leased Premises and use of the Easements shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease. Except as otherwise set forth herein, Landlord agrees that any right, title or interest created by Landlord from and after the date hereof in favor of or granted to any third party shall be subject to (i) this Agreement and all of Tenant's rights, title and interests created in this Agreement, and (ii) any and all documents executed by and between Tenant and Landlord in connection with this Agreement. "Non-disturbance Agreement" shall mean an agreement in form reasonably acceptable to Tenant, between Tenant, Landlord and the holder of a lien or a mortgage that provides that the holder of such lien or a mortgage (i) agrees not to disturb Tenant's possession or rights under this Agreement, (ii) agrees to provide notice of defaults under the lien or a mortgage documents to Tenant and agrees to allow Tenant and its lenders a reasonable period of time following such notice to cure such defaults on behalf of Landlord, and (iii) agrees to comply with such other requirements as may be reasonably required by Tenant or its



lenders to ensure the interests of Tenant or its lenders are not interfered with. Tenant agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that such mortgagees, trustees, beneficiaries and purchasers agree in writing that Tenant's possession of the Leased Premises and use of the Easements shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease. Tenant's obligation to perform such duties and obligations shall not be in any way increased or its rights diminished by the provisions of this paragraph. Within ten (10) business days of execution of this Agreement or within ten (10) business days of the date of creation of any future mortgages or deeds of trust, Landlord shall request Landlord's secured lenders to provide a Subordination and Non-Disturbance Agreement provide an Attornment and Nondisturbance Agreement from Landlord's secured lenders, if any, in form reasonably acceptable to Tenant, and executed and acknowledged by Landlord and the holder of any mortgage or deed of trust to which this Lease is, or shall become, subordinate.

15. Mortgage of Leasehold Interests.

a. Lender Collateral. Tenant shall have the right to pledge, mortgage and/or collaterally assign its leasehold interest and the Solar Farm as security to lender(s) (hereinafter "Lenders") for financing purposes without the further consent of Landlord. Landlord agrees to execute and deliver to Tenant within thirty (30) days of any Tenant request therefor made from time to time, a Landlord Acknowledgement of Collateral Assignment of Lease in the form similar to that of Exhibit D hereto. Landlord also agrees to promptly execute an estoppel certificate and any such other documentation as may reasonably be required by such lender(s) from time to time to certify as to the status of this Lease and to the performance of Tenant hereunder as of the date of such certification.

b. Notices to Lenders. As a precondition to exercising any rights or remedies related to any default by Tenant under this agreement, Landlord shall give written notice of the default to each Lender that is of record with Landlord, at the same time it delivers notice of default to Tenant, specifying the alleged event of default and the required remedy. Each Lender shall have the same amount of time to cure the default under this Lease as is given to Tenant hereunder, and the same right as Tenant to cure any default or to remove any property of Tenant or Lender located on the Leased Premises. The cure period for all Lenders shall begin to run at the end of the cure period given to Tenant in this agreement, but in no case shall the cure period for any Lender be less than thirty (30) days after Lender's receipt of default notice. In the event that a Lease default requires immediate action by Landlord to preserve the health, safety, or welfare of the Airport, its tenants, users, neighbors, or members of the public, Landlord may take such immediate action as it deems necessary to remedy such default. Failure of Landlord to give a Lender notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of such Lender to cure any default and to remove any property of Tenant or the Mortgagee located on the Leased Premises.

c. Right to Cure Defaults; Substitution. To prevent termination of this Lease, the Lender shall have the right, but not the obligation, at any time to perform

any act necessary to cure any default and to prevent the termination of this Lease or any interest in the Solar Farm. In the event of an uncured default by the holder of Tenant's entire interest in this Lease, or in the event of a termination of this agreement by operation of law or otherwise, each Lender that is not in default of its obligations may cure such default and, after curing such default, thereafter shall have the right to have Landlord either recognize the Lender's interest or grant a new lease substantially identical to this Lease. Under any such new lease, the Lender shall be entitled to, and Landlord shall not disturb the Lender's continued use and enjoyment thereunder for the remainder of the Term provided the Lender complies with the terms and conditions of the Lease.

16. Rent After Default. If any or all of the Leased 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.

17. Access. The Tenant shall allow the Landlord and/or its agents access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Landlord understands the risks associated with accessing the Leases Premises once the Solar Farm is operational and agrees to ensure that Landlord's activities are conducted in a safe manner. Nothing herein shall be construed to limit the authority of Adams County building inspectors under existing law.

18. Governmental Approvals and Compliance. Tenant shall obtain any necessary governmental licenses or authorizations required for the construction and use of the Site Improvements and Infrastructure on the Leased Premises and shall comply with government laws and regulations applicable thereto. Notwithstanding the foregoing, Tenant shall not be responsible for any matters arising in connection to Environmental Laws relating to the Leased Premises, except to the extent the need for compliance therefor arises directly out of the release by Tenant of any Hazardous Substances on or about the Leased Premises.

20. Insurance. At all times during the Term of this Lease, Tenant shall maintain in full force a comprehensive public liability insurance policy covering Tenant's operations, activities, and liabilities on the Leased Premises, having singly or in combination limits not less than One Million Dollars (\$1,000,000) in the aggregate; please see attached "Exhibit C", Insurance Requirements. Such policy shall name Landlord as an additional insured under such policy as the Landlord's interests may appear. Upon Landlord's request, Tenant shall give Landlord a certificate of insurance evidencing that the insurance required under the Agreement is in force.



21. Maintenance by Landlord. Landlord shall maintain its property adjacent to the Leased Premises in good condition and state of repair to avoid interference with Tenant's use of the Leased Premises and the Easement. Landlord shall not construct structures or plant trees adjacent to the Leased Premises that will impede solar access to Solar Farm.

22. 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 a pro rata share of prepaid rent for the year of termination.

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 thirty (30) calendar days after the Tenant's delivery of written notice of the breach to the Landlord.

d. At any time prior to the first date on which the Solar Farm (i) is ready for regular, daily operation, has been interconnected with the local utility's grid, has been accepted into the applicable energy grid and is producing electricity at full or substantially full capacity in accordance with applicable law ("Commercial Operation Date"), any of the following occur:

i. Any governmental agency denies a request by Tenant for or revokes a permit, license, or approval that is required for Tenant to construct or operate the Site Improvements and Infrastructure on the Leased Premises;

ii. Tenant determines that any condition exists on or about the Property, which precludes Tenant from using the Leased Premises for its intended purpose;

iii. Utilities necessary for Tenant's use of the Leased Premises are not available to the Leased Premises; or

iv. The Solar Farm is damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Leased Premises provided however, that Tenant shall use commercially reasonable efforts to mitigate such damage.

v. Tenant has not obtained (i) a fully-executed Interconnection Agreement with Xcel or (ii) required financing within one year of the Effective Date of this lease.

23. Landlord's Right of Termination. Landlord may terminate this Lease in the event Tenant fails to pay rent within thirty (30) days of Landlord's written notice to Tenant that such payment has not been made by the due date. In such case, Landlord shall follow the procedures set forth in the Forcible Entry and Detainer statute, and Landlord shall be entitled to its attorney fees and costs.

24. Removal of Improvements. Upon termination of this Lease, at its sole cost, the Tenant shall remove any improvements (except pavement) it has made to the Leased Premises and Easement area, and it shall repair any damage to the Leased Premises and Easement area to the extent caused by Tenant's use of the Leased Premises or Easement area.

25. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent, or attorney of the notifying party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord: Airport Director  
Adams County, Front Range Airport  
5200 Front Range Parkway  
Watkins, CO 80137-7131

To Tenant: CO LI CSG 2 LLC  
c/o Microgrid Energy, LLC  
1536 Wynkoop St, #400  
Denver, CO 80202

With a copy: By email to: [jsullivan@microgridenergy.com](mailto:jsullivan@microgridenergy.com)

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

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 to the best of Landlord's actual knowledge the Premises is free from contamination by hazardous substances.

29. 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.

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

31. Liabilities to Third Parties; Risk of Loss. Tenant shall indemnify and hold Landlord harmless from any liability (including reimbursement of Landlord's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Tenant or any of Tenant's agents, servants, employees, or licensees and, as between Landlord and Tenant, Landlord shall be solely responsible for any liability (including reimbursement of Tenant's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Landlord or any of Landlord's agents, servants, employees, or licensees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored, or maintained in or upon the Leased Premises by Tenant shall be so installed, kept, stored, or maintained at the risk of Tenant. Landlord shall not be responsible for any loss or damage to equipment owned by Tenant that might result from tornadoes, lightning, windstorms, or other Acts of God. The covenants of this paragraph shall survive and be enforceable and shall continue in full force and effect for the benefit of the Parties and their respective subsequent transferees, successors, and assigns, and shall survive the termination of this Lease, whether by expiration or otherwise.

32. Tenant's Performance and Surrender. Tenant shall pay the rent and all other sums required to be paid by Tenant hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Landlord the Leased Premises subject to the other provisions of this Lease.

33. Default and Termination for Default. Landlord or Tenant shall be in default of this Lease if either party breaches any material provision hereof and said breach is not cured by the breaching party within sixty (60) days of receipt of notice of said breach from the other party hereto, or if such cure cannot reasonably be had within said sixty (60) day period, then if cure of such breach is not commenced within thirty (30) days of receipt of such notice and not thereafter completed using diligent efforts. Upon the breaching party's failure to cure its breach within such time, as applicable, the other party hereto shall have the right to terminate this Lease for default, and to pursue such remedies as may be available in law.

34. Rights to Site Improvements and Infrastructure Upon Termination.

(a) Mutual Determination to Extend. Any time prior to the expiration of the Term or Extension Term (as such Term may be extended under Section 3), Tenant may notify Landlord of Tenant's desire to continue leasing the Leased Premises after the expiration of the Term or Extension Term. In the event of such notice, Landlord and Tenant shall negotiate in good faith for the continuation of this Lease under mutually agreeable terms. In the event that Landlord and Tenant execute a new or extended lease of the Leased Premises at least thirty (30) days prior to such expiration of the Term or Extension Term, then the terms and conditions of such new or extended lease shall apply.

(b) Removal of Solar Garden. Except as otherwise provided in Section 22(a) above, upon the expiration of the Term set forth in Section 3 (as such Term may be extended as therein provided), Tenant shall be obligated to remove the Solar Farm and all of Tenant's personal property from the Leased Premises and Easement area, including any solar panels that may be owned by third parties. Such removal shall be completed within six (6) months following the expiration of the full term of this Agreement, during which time Tenant shall be subject to all terms and conditions in this Lease with respect to access and said removal as if still a tenant.

(c) Noncompliance with Section 34(b). If Tenant either (i) abandons the Leased Premises or (ii) fails to remove the Solar Farm from the Leased Premises when required by Section 34(b) within the time period described therein, then Tenant shall be in default, and Landlord, after notice of default and expiration of the applicable cure periods set forth in Section 40 hereof, may remove the Solar Farm at Tenant's cost. This Subsection 34(c) shall not apply in the event that the Landlord and Tenant enter into a new lease or lease extension as referenced in Section 34(a) above.



35. Binding on Successors. The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

36. Entire Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver, or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

37. Survey and Testing. Tenant shall have the right during the Initial Term and any extension to inspect, survey, soil test, and make any other investigations necessary or useful to determine if the Leased Premises are suitable for construction and operation of the Solar Farm. If Tenant, within the above-stated time, determines that for any reason the Leased Premises is not suitable, this Agreement, upon written notice given to Landlord, shall become null and void; provided that at Tenant's sole expense the Leased Premises shall be promptly restored to its condition prior to such testing and investigations.

38. Oil, Gas and Mineral Rights. Landlord does not grant, lease, let, or demise hereby, but expressly excepts and reserves herefrom all rights to oil, gas, and other minerals in, on, or under and that might be produced or mined from the Leased Premises; provided however, that no drilling or other activity will be undertaken on the surface of the Leased Premises to recover any oil, gas, or minerals during the Term hereof. This Lease is given and accepted subject to the terms and provisions of any recorded oil, gas, and mineral lease covering the Leased Premises or any part thereof now of record in the office of the County Clerk and Recorder; provided that Tenant is able to obtain a Non-disturbance Agreement in form reasonable to Tenant, executed and acknowledged by Landlord and the holder of any such oil, gas, or other mineral lease within thirty (30) days of execution of this Lease. In the event that Tenant does not obtain such a Non-disturbance Agreement, Tenant may, but is not required to, terminate this Lease upon thirty (30) days written notice to Landlord. Landlord agrees to use commercially reasonable efforts to incorporate into any future oil, gas or other mineral lease or other conveyance covering the above-described lands or any part thereof during the Term of this Lease the following provisions: (a) any such lease or conveyance shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Tenant under the terms of this Lease; and (b) within ten (10) days of creation of such lease or conveyance, the oil, gas, and mineral lessee shall provide to Tenant a Nondisturbance Agreement in form reasonably acceptable to Tenant, and executed and acknowledged by Landlord and the holder of any such interest.

39. Hazardous Waste.

(a) The term Hazardous Materials shall mean any substance, material, waste, gas, or particulate matter that is regulated by any local governmental authority, the state in which the Leased Premises is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq. (33 U.S.C. Section 1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq. (42 U.S.C. Section 6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 et seq. (42 U.S.C. Section 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state, and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders, and decrees regulating, relating to, or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Landlord represents and warrants that, to the best of Landlord's actual knowledge, (i) the Leased Premises have not been used for the use, manufacturing, storage, discharge, release, or disposal of Hazardous Materials, (ii) neither the Leased Premises nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Premises, and (iv) the Leased Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Agreement (collectively, a "Breach"), and if there is any condition which is contrary to the foregoing representations and warranties that gives rise to or results in liability (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Landlord shall promptly take any and all remedial and removal action as required by law to clean up the Leased Premises and mitigate exposure to liability arising from such condition, and to keep the Leased Premises free of any lien imposed pursuant to, any Environmental Laws as a result of such condition.

(c) Landlord and Tenant agree as follows:

1. Tenant agrees to indemnify, defend, and hold harmless Landlord, its officers, partners, successors, and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including

reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such items arise out of the release of any Hazardous Substances on or about the Leased Premises by Tenant or Tenant's employees, contractors, agents, successors, or assigns.

2. Landlord agrees to be responsible for any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such items (a) arise out of the release of any Hazardous Substances on or about the Leased Premises except by Tenant or Tenant's employees, contractors, agents, successors, or assigns, or (b) arise out of any Breach by Landlord, or (c) arose prior to or during the Term of this Lease and that failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

3. Landlord agrees to be responsible for any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, suffered or incurred by Tenant and its grantees as a result of (a) any Breach by Landlord, or (b) any matter or condition of the Leased Premises involving Environmental Laws or Hazardous Materials that was not caused by Tenant or its officers, partners, successors, or assigns and that existed on or arose prior to or during the Term of this Lease and that failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

4. Landlord represents and warrants to Tenant that Landlord has received no notice that the Leased Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Leased Premises is located within, an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers, or any other governmental body as being subject to special hazards, including floodplains.

5. The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of Tenant and its subsequent transferees, successors, and assigns and shall survive the Term of this Lease and any renewal periods thereof.

41. Mechanic's Liens. Tenant will not cause any mechanic's or materialman's lien to be placed on the Leased Premises, and Tenant agrees to indemnify, defend, and hold harmless Landlord from any such lien from a party claiming by, through, or under Tenant.

42. Headings. The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

43. Time of Essence. Time is of the essence for Landlord's and Tenant's obligations under this Agreement.

44. Severability. If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of the Agreement, or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term, or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

45. Further Assurances. Each of the parties agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm this Agreement or any other agreement contained herein in the manner contemplated hereby.

46. Dispute Resolution. Before instituting a court action, any dispute between Landlord and Tenant arising under this Agreement shall in the first instance be addressed by informal negotiations between Landlord and Tenant following an exchange of written notice of and response to said dispute and for a period of time not to exceed 45 days unless extended by mutual agreement.

47. Right to Record. Upon full execution, the Tenant may record the Lease.

48. Interpretation. Each party to this Agreement and its counsel have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

49. Date of Agreement. The parties acknowledge that certain obligations of Landlord and Tenant are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Agreement. The parties therefore agree that wherever the term "date of execution of this Agreement," or words of similar import are used herein, they shall mean the date upon which this Agreement has been duly executed by Landlord or Tenant, whichever is the later to so execute this Agreement. The parties further agree to specify the date on which they



execute this Agreement beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LANDLORD:

TENANT: CO LI CSG 2 LLC

By:

By: M- [Signature]

Title:

Title: COO

Date:

Date: 5/21/18

STATE OF \_\_\_\_\_, COUNTY \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this

\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by

\_\_\_\_\_, who is \_\_\_\_\_ of

\_\_\_\_\_, a \_\_\_\_\_,

for and on behalf of the \_\_\_\_\_.

who is, a \_\_\_\_\_.

Notary Public for:

My Commission Expires:

STATE OF Colorado, COUNTY OF Denver, to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this

21<sup>st</sup> day of May, 2018, by

Marc Bencivenni, who is COO of

DU CSG 1 LLC, a Colorado LLC, for

and on behalf of the Tenant.

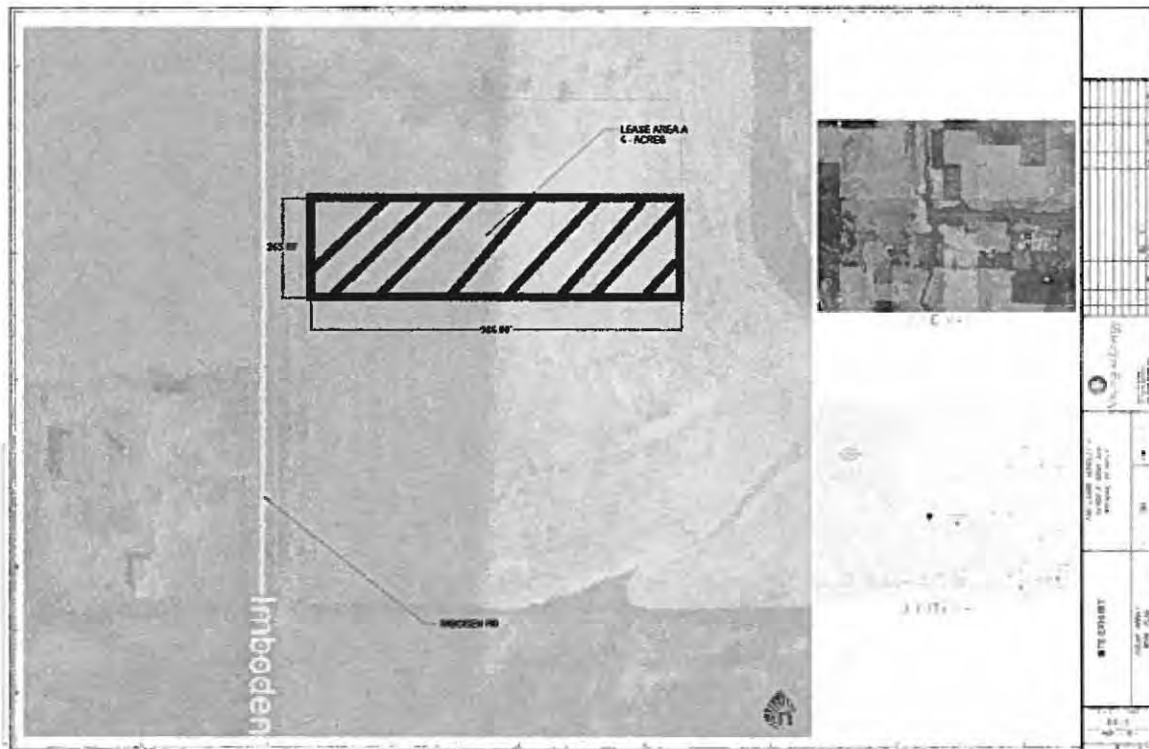
[Signature]

Notary Public for: Colorado

My Commission Expires: 8/10/2020

JONATHAN FITZPATRICK  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20124051996  
MY COMMISSION EXPIRES AUGUST 10, 2020

Up to 7.5 acres of land within the SWNW, Section 17, Township 3 South, Range 64 West, 6<sup>th</sup> PM, having a physical street address of 5400 Imboden Rd, Watkins, CO 80137, and further indicated below. Upon completion of survey and final legal description of lease area, and prior to the start of construction, this exhibit will be replaced with a metes and bounds description prepared by a Colorado licensed Professional Land Surveyor.



1

## **EXHIBIT B**

### **TENANT'S SURVEY OF THE LEASED PREMISES**

To be revised by Tenant based upon the survey referenced in Section 1 of the Agreement.

EXHIBIT C  
CERTIFICATE OF INSURANCE

**EXHIBIT D**  
**LANDLORD ACKNOWLEDGEMENT OF COLLATERAL ASSIGNMENT OF LEASE**

This Landlord Consent to Collateral Assignment of Lease Agreement (this "Consent") is granted and made by \_\_\_\_\_ ("Landlord") in connection with certain Solar Lease dated \_\_\_\_\_, 20\_\_\_\_ (the "Lease") by and between Landlord and \_\_\_\_\_ as Tenant.

1. Tenant has entered into a Loan Agreement ("Loan Agreement") with \_\_\_\_\_ ("Lender") for the extension of credit (the "Loan") in regard to a solar electric generating facility referred in said Loan Agreement as the "Solar Facility" and in said Lease and this Consent as the "Solar Garden".
2. Tenant as borrower under the Loan Agreement, has executed a Collateral Assignment in favor of Lender whereby Tenant is giving Lender a pledge, mortgage, and/or collateral assignment of all of its right, title and interest arising under the Lease as tenant of the Leased Premises, and providing Lender such other rights as set forth in such Collateral Assignment.
3. Landlord hereby consents to the Collateral Assignment of the Lease given from Tenant to Lender. Landlord acknowledges that in this connection, Lender shall be entitled to perform any obligation under the Lease in lieu of the performance of such obligation by Tenant, but that Lender shall not be obligated to perform any such obligation.
4. Landlord also acknowledges and agrees that the following statements are true and correct:
  - a. **Landlord is the fee owner of the Leased Premises described in the Lease Agreement, and (1) a true and correct copy of the Lease is attached hereto as Exhibit 1; (2) the Lease is in full force and effect; (3) Landlord has not modified, amended or changed the Lease in any material respect; (4) to the best of Landlord's knowledge, the Lease constitutes the entire agreement between Landlord and Tenant with respect to the Leased Premises; and (5) to the actual knowledge of Landlord, (i) there are no existing defaults by Tenant under the Lease, (ii) all amounts due under the Lease from Tenant to Landlord as of the date of this Consent have been paid; and (iii) there are no leases in effect to which the Tenant's use of the Leased Premises shall be subordinate.**
  - b. **Tenant owns the Solar Garden including without limitation all Site Improvements and Infrastructure (as defined in the Lease) and all related fixtures and personal property. Landlord does not own any personal property that is located on the Premises, and agrees that Landlord shall not pursue any liens or claims whatsoever against said Solar Garden, Site Improvements, Infrastructure, fixtures and personal property.**
  - c. **Except those interests appearing in the records of the county recorder(s) where the Solar Garden is situated, Landlord has not granted any interests in the Leased Premises to any person or entity other than Tenant, and as long as Tenant is not in default of the Lease, Landlord will ensure Tenant's quiet enjoyment of the Leased Premises in accordance with the terms and conditions of the Lease.**
5. Landlord also acknowledges and consents:

- a. **To Tenant's execution of a leasehold mortgage or deed of trust encumbering Tenant's leasehold estate under the Lease and the Solar Farm.**
  - b. **To Lender's access to the Leased Premises as necessary to inspect or protect its Collateral.**
  - c. **To provide upon request of Lender, as a collateral assignee of rights under the Lease, subsequent signed statements indicating whether or not any defaults exist under the Lease, and addressing such other matters concerning the Leased Premises and the Lease as Lender may reasonable request.**
  - d. **To the recording by Tenant or Lender of the Collateral Assignment and this Consent of Landlord thereto.**
6. Landlord acknowledges that all notices to Tenant under the Lease Agreement shall be sent to:

\_\_\_\_\_  
Attn: \_\_\_\_\_, Authorized Representative

\_\_\_\_\_  
Telecopier Number: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

with a copy in each case to:

[Lender Information]

*Signatures on Next Page*

**IN WITNESS WHEREOF, Landlord subscribes this Landlord Acknowledgement Of Collateral Assignment as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.**  
**LANDLORD:**

\_\_\_\_\_

\_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

**IN WITNESS WHEREOF, I hereunto set my hand and official seal.**

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

My Commission expires:

NY 12081641.2





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> 06/19/18
<b>SUBJECT:</b> Solar Farm Land Lease
<b>FROM:</b> Jeri Coin, on behalf of Dave Ruppel
<b>AGENCY/DEPARTMENT:</b> Front Range Airport
<b>HEARD AT STUDY SESSION ON:</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the resolution.

### **BACKGROUND:**

DU CSG 1 LLC ("Tenant") has requested to lease land from Adams County, Front Range Airport ("Landlord") a 7.5-acre parcel of land. The Leased Premises shall be used for the construction and operation of a Solar Farm and related facilities 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.

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

County Attorney

### **ATTACHED DOCUMENTS:**

Resolution  
Land Lease

**FISCAL IMPACT:**

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

**Fund:****Cost Center:**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING SOLAR LEASE AGREEMENT BETWEEN ADAMS COUNTY  
AND DU CSG 1 LLC

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, the Landlord has a vacant 7.5-acre parcel located on the airport; and,

WHEREAS, DU CSG 1 LLC (“Tenant”), would like to construct and operate a Solar Farm on this parcel; and,

WHEREAS, the Landlord would like to lease the parcel to the Tenant under the terms and conditions of the attached Solar Lease Agreement.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that the attached Solar Lease Agreement between Adams County and the DU CSG 1 LLC, is hereby approved.

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

## **SOLAR LEASE**

This Solar Lease agreement (the "Lease") is made effective this \_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date") by and between Adams County, on behalf of the Front Range Airport, located at 5200 Front Range Parkway, Watkins, Colorado 80137, ("Landlord") and DU CSG 1 LLC, a Colorado limited liability company, having an office at 1536 Wynkoop St, # 400, Denver, CO 80202 ("Tenant"). Tenant and Landlord are each individually referred to herein as a "Party" and collectively as the "Parties."

For and in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

1. **Lease and Description.** Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises situated at the Front Range Airport, Adams County, Colorado, up to a 7.5 acre parcel of property commonly known as a portion of the Front Range Airport property at 5200 Front Range Parkway, located in Adams County, Watkins, Colorado, together with ingress, egress, and utility easements on the airport providing access to and from a public road and the point of utility interconnection, if on airport property, as described in Sections 5 and 6 below (the "Leased Premises"). A legal description of the Leased Premises is attached hereto and incorporated herein as Exhibit A. Landlord grants to Tenant the right to survey the Leased Premises at Tenant's cost, and the legal description of the Leased Premises, including any access or utility easements, provided in the survey shall then become Exhibit B, which shall be attached hereto and made a part hereof. In the event of any discrepancy between the description of the property contained herein and the survey, the survey shall control.

2. **Business Purpose.** The Leased Premises shall be used for the construction and operation of a Solar Farm and related facilities 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 construction of a solar farm up to one (1) Megawatt DC in size (the "Solar Farm") and facilities constructed on the Leased Premises and the leasehold interest created hereby are to be used for non-aeronautical-related purposes, including but not limited to the activities listed in Section 6. 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 shall commence on the Effective Date of this lease and shall run for twenty (20) years from the Effective Date of this lease (the

"Initial Term"). So long as the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Front Range Airport, the Tenant may extend the term of this Lease for an additional ten (10) year period (the "Extension Term"). In order to exercise this extension option, Tenant shall deliver to Landlord, not less than ninety (90) days prior to the expiration of the Initial Term, written notice of Tenant's intent to extend this for such additional ten (10) year period.

4. Rent. The rent shall be \$1,333.33 per acre, per year, together with Annual Escalation outlined below. Said Rent shall be due within thirty days of the earlier of the date the Solar Farm is interconnected with the utility (hereafter known as the "Commencement Date") or one (1) year from the Effective Date of this lease (the "Rent Payment Date"). Rent for subsequent years shall be due upon the anniversary of the Rent Payment Date of this Lease.

Rent payment shall be made at 5200 Front Range Parkway, Watkins, Colorado 80137, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. The Tenant shall also pay for any calendar year or fraction thereof for which rent is due but not paid within ten (10) calendar days of the due date a late charge equal to five percent (5%) of the rent due and any accrued late charges.

Annual Escalation. Commencing on the first January 1 after the first commercial sale of electricity to the utility, and on every January 1 thereafter, the rent shall increase by 3% annually.

5. Assignment of Lease. Tenant shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of Landlord which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Notwithstanding the foregoing, Tenant is expressly permitted to assign its rights and responsibilities under this Agreement, without obtaining Landlord's consent and in its sole discretion, to any entity owned or controlled by Tenant or under common ownership or control with Tenant provided: (1) the Tenant provides the Landlord and maintains a current list of the names, addresses and telephone numbers of these entities; and (2) the entities agree in writing to abide by all the terms and conditions of this Lease.

6. Improvements of Leased Premises. All improvements constructed on the Premises are subject to the following terms and conditions:

a. Landlord has reviewed and approved Tenant's Solar Farm Facility Plans for construction (the "Plans") prior to execution of this Lease and agrees that such Plans meet the Minimum Standards of Front Range Airport. All improvements shall be built in substantial conformance with those Plans, including layout plans and elevations of the finished solar farm. Any subsequent material change to the Plans, and any construction

after the initial installation of Tenant's Solar Farm facilities (excluding Tenant's routine/periodic maintenance and replacement of said initially approved facilities) shall be submitted to Landlord for approval, such approval not to be unreasonably delayed or withheld. Landlord shall have twenty (20) days to issue its approval or disapproval of said subsequent change. If no approval or denial is received by Tenant within such twenty (20) day period, Landlord's approval shall be deemed to have been given.

b. **Components.** Tenant shall construct a solar farm up to (1) Megawatt DC in size (the "Solar Farm") at its sole expense. The Solar Farm shall consist of racking and foundations; inverters and transformers; necessary electrical interconnections and all improvements and connections required to transfer and deliver generation offsite, including three (3) phase extensions and power box(es); a 200 to 400 square-foot structure to house electrical and maintenance equipment ("PV Box"); security fencing and gating, with cameras, enclosing the Leased Premises; safety signage and solar photo voltaic ("PV") panels (collectively the "Site Improvements and Infrastructure"). Except as set forth herein, Landlord has no obligation to make improvements on the Leased Premises or Landlord's real property to accommodate the Solar Farm.

c. **Use of Non-Leased Area.** Tenant shall use reasonable efforts to use only the Leased Premises for ingress and egress, storage, construction and all improvement activities, and shall not use the property of the Landlord other than the Leased Premises for the improvement activities except as otherwise agreed. Should Tenant require additional area for lay down or storage during the construction of the improvements then Landlord shall allow use of one acre for a lay down or storage area directly adjacent to the Leased Premises at no additional cost to Tenant. Said lay down / storage area shall be depicted on the Plans and be approved at time of Lease execution. Provided however, that Tenant shall not have the right to place any improvements on such one acre area, and shall only have use of the additional one acre one time for period not to exceed six months. Tenant shall ensure that it repairs the surface of the one acre area to the extent that its laydown and storage activities causes damage thereto.

d. **New Construction.** For any new construction on the Leased Premises, such construction shall be designed and built in accordance with applicable law in effect at the time of construction, including without limitation, the applicable building and fire codes of such agencies and the Minimum Standards.

e. **Signage.** Tenant shall have the right to place one or more signs advertising the Solar Farm provided that, prior to putting up any such signage, Tenant has obtained any required sign permits from the local governing authority and such signs comply with the Minimum Standards. In the event that there is a conflict between the Minimum Standards and applicable law or permits, the requirements of applicable law or permits shall control.



f. **Fencing.** Tenant shall maintain a security fence around the Solar Farm including along Imboden Road for the duration of the Term and any extensions thereto.

g. Unless construction of the improvements is commenced within twelve (12) months after execution of Lease, this Lease shall become null and void, unless the Parties agree in writing to a longer period in which to commence construction. If the Lease becomes null and void pursuant to this section, the Tenant shall be entitled to return of prorated advance rents and other fees paid to the Landlord. Construction shall be completed by twenty-four (24) months after the execution of the Lease. Timely completion of construction is a material term of this Lease. All permits and approvals required for construction of the said improvements and/or use of the Leased Premises shall be obtained by the Tenant in a timely fashion at Tenant's sole expense.

7. **Ingress, Egress, Utility and Solar Easement.** As part of the Leased Premises, Landlord hereby grants to Tenant an easement for ingress and egress to the Leased Premises in a mutually agreeable location, for access to and from Leased Premises from a public road, and over property of Landlord within and adjacent to the Leased Premises for construction and maintenance of the Site Improvements and Infrastructure on the Leased Premises, for the installation, construction, use and maintenance of underground and aboveground telephone, telegraph, and power lines and electric utilities in connection with Tenant's use of the Leased Premises, and upon and above the property of Landlord for the unrestricted right to receive and utilize solar energy at the Solar Farm (the "Easement"). The term of this Easement shall commence upon the Commencement Date of this Lease and shall continue until the last to occur of (i) expiration of the Lease Term, or (ii) removal by Tenant of all of its property from the Leased Premises after expiration of the Lease Term, including removal of Tenant's property and infrastructure from the Easement. Additional details concerning the location and configuration of the Easement may be specified by the parties not later than ten (10) business days after execution of this Agreement and shall be included in any recorded Memorandum of this Lease. In addition, at Tenant's request and expense, this Easement shall be set forth in a separate Easement Agreement, which Landlord and Tenant agree to execute and which Tenant shall have recorded as an encumbrance on the property of Landlord and binding upon all subsequent owners, successors, and assigns. Upon expiration of the Easement, Tenant shall repair any damage to the Easement area caused by Tenant or Tenant's agents. Upon expiration of the Easement, Tenant shall, at Landlord's request, execute a termination of Easement for recording purposes.

8. **Utilities.** Tenant is responsible, at its sole cost, for bringing utilities from the present point of termination to the perimeter of the Premises. Notwithstanding the foregoing, Landlord agrees to execute any easement agreement required by the local utility to bring utilities to the point of interconnection with the Solar Farm. The Tenant must provide all improvements within the perimeter of the Leased Premises that Tenant determines it requires in its sole discretion, including, but not limited to, any necessary paving, landscaping, buildings, parking, lighting, telephone and other facilities or utilities.

All utilities shall be underground within the Leased Premises. Tenant hereby covenants and agrees to pay all monthly or other regular charges for lighting, and for all other public utilities which shall be used in or charged against the Leased Premises by Tenant during the full terms of this Lease. Landlord agrees to cooperate in the acquisition of temporary hook ups.

9. Taxes. Landlord is a tax exempt entity. Tenant shall pay all personal property taxes associated with its facilities and leasehold interest and, as additional Rent, any increase in real property taxes levied against the Leased Premises that is directly attributable to Tenant's improvements to the Leased Premises.

10. Repair, Maintenance and Security.

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

b. During construction, Tenant shall, at its expense, be responsible for the immediate clean up of any dirt and/or mud that Tenant tracks or blows upon the adjacent pavement areas.

c. Maintenance. The Solar Farm shall be maintained by Tenant at its own expense. Tenant shall maintain, protect and preserve the Solar Farm in a safe, neat and attractive condition and in good and serviceable repair. Tenant shall be responsible for ongoing vegetation and weed management on the Leased Premises.

d. Snow Removal. Landlord does not provide snow removal service on the access road serving the Leased Premises. Snow removal on the Leased Premises, if needed, shall be the responsibility of Tenant as necessitated by Tenant's operation of the Solar Farm. Any snow removal activities will minimize any damage to the existing ground surface of the site. Tenant will promptly repair any damage to the Leased Premises caused by its snow removal activities. Tenant will only use the existing or new access roads via the access easement for vehicle access to the site.

e. Security. Security for the Solar Farm shall be the responsibility of Tenant. Nothing in this Agreement shall be construed to impose security obligations upon Landlord. Landlord shall not be liable for any loss or damages suffered by Tenant or third party solar panel owners due to Tenant's and such third parties' use and occupancy of and activities on the Leased Premises.

11. Use. The Tenant shall conduct on the Leased Premises only the business for which it is leased and shall not use the Leased Premises for any illegal purpose. The Tenant's uses under this Lease include the construction and operation of the Solar Farm,



and activities related thereto. Nothing in this Agreement shall be deemed to give Tenant the right to engage in any activities which are not related to the foregoing use, except as otherwise allowed under the provisions of this Lease.

12. Title and Quiet Possession. Landlord represents and covenants that Landlord owns the Leased Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, except for those that currently appear in the recorded chain of title and are reported as exceptions on the commitment for title insurance that Tenant may obtain.

Landlord represents and warrants to Tenant that Landlord has the full right to make this Lease and that Tenant shall have quiet enjoyment and peaceful possession of the Leased Premises and the Easement throughout the Lease Term.

13. Title to Site Improvements and Infrastructure.

(a) Site Improvements and Infrastructure. Title to the Site Improvements and Infrastructure remains with Tenant at all times during the Term. Upon expiration of this Agreement, title to the Site Improvements and Infrastructure shall be designated in accordance with Section 24, below.

(b) Repair of Landlord's Property. In the event that Tenant causes any damage to Landlord's real property, including without limitation any above-ground or underground utilities, in the course of any activity undertaken by Tenant under this Agreement, Tenant shall facilitate the repair of such damage to return such property of Landlord to substantially the same condition as it existed prior to such damage, at Tenant's sole expense.

14. Subordination, Attornment, and Nondisturbance. Tenant agrees that, if requested by Landlord, this Lease shall be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust, provided that Landlord first delivers to Tenant a Non-Disturbance Agreement (defined below) from the holder of such lien or mortgage. In any case Tenant's possession of the Leased Premises and use of the Easements shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease. Except as otherwise set forth herein, Landlord agrees that any right, title or interest created by Landlord from and after the date hereof in favor of or granted to any third party shall be subject to (i) this Agreement and all of Tenant's rights, title and interests created in this Agreement, and (ii) any and all documents executed by and between Tenant and Landlord in connection with this Agreement. "Non-disturbance Agreement" shall mean an agreement in form reasonably acceptable to Tenant, between Tenant, Landlord and the holder of a lien or a mortgage that provides that the holder of such lien or a mortgage (i) agrees not to disturb Tenant's possession or rights under this Agreement, (ii) agrees to provide notice of defaults under the lien or a mortgage documents to Tenant and agrees to allow Tenant and its lenders a reasonable period of time following such notice to cure such defaults on behalf of Landlord, and (iii) agrees to comply with such other requirements as may be reasonably required by Tenant or its

lenders to ensure the interests of Tenant or its lenders are not interfered with. Tenant agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that such mortgagees, trustees, beneficiaries and purchasers agree in writing that Tenant's possession of the Leased Premises and use of the Easements shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease. Tenant's obligation to perform such duties and obligations shall not be in any way increased or its rights diminished by the provisions of this paragraph. Within ten (10) business days of execution of this Agreement or within ten (10) business days of the date of creation of any future mortgages or deeds of trust, Landlord shall request Landlord's secured lenders to provide a Subordination and Non-Disturbance Agreement provide an Attornment and Nondisturbance Agreement from Landlord's secured lenders, if any, in form reasonably acceptable to Tenant, and executed and acknowledged by Landlord and the holder of any mortgage or deed of trust to which this Lease is, or shall become, subordinate.

15. Mortgage of Leasehold Interests.

a. Lender Collateral. Tenant shall have the right to pledge, mortgage and/or collaterally assign its leasehold interest and the Solar Farm as security to lender(s) (hereinafter "Lenders") for financing purposes without the further consent of Landlord. Landlord agrees to execute and deliver to Tenant within thirty (30) days of any Tenant request therefor made from time to time, a Landlord Acknowledgement of Collateral Assignment of Lease in the form similar to that of Exhibit D hereto. Landlord also agrees to promptly execute an estoppel certificate and any such other documentation as may reasonably be required by such lender(s) from time to time to certify as to the status of this Lease and to the performance of Tenant hereunder as of the date of such certification.

b. Notices to Lenders. As a precondition to exercising any rights or remedies related to any default by Tenant under this agreement, Landlord shall give written notice of the default to each Lender that is of record with Landlord, at the same time it delivers notice of default to Tenant, specifying the alleged event of default and the required remedy. Each Lender shall have the same amount of time to cure the default under this Lease as is given to Tenant hereunder, and the same right as Tenant to cure any default or to remove any property of Tenant or Lender located on the Leased Premises. The cure period for all Lenders shall begin to run at the end of the cure period given to Tenant in this agreement, but in no case shall the cure period for any Lender be less than thirty (30) days after Lender's receipt of default notice. In the event that a Lease default requires immediate action by Landlord to preserve the health, safety, or welfare of the Airport, its tenants, users, neighbors, or members of the public, Landlord may take such immediate action as it deems necessary to remedy such default. Failure of Landlord to give a Lender notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of such Lender to cure any default and to remove any property of Tenant or the Mortgagee located on the Leased Premises.

c. Right to Cure Defaults; Substitution. To prevent termination of this Lease, the Lender shall have the right, but not the obligation, at any time to perform

any act necessary to cure any default and to prevent the termination of this Lease or any interest in the Solar Farm. In the event of an uncured default by the holder of Tenant's entire interest in this Lease, or in the event of a termination of this agreement by operation of law or otherwise, each Lender that is not in default of its obligations may cure such default and, after curing such default, thereafter shall have the right to have Landlord either recognize the Lender's interest or grant a new lease substantially identical to this Lease. Under any such new lease, the Lender shall be entitled to, and Landlord shall not disturb the Lender's continued use and enjoyment thereunder for the remainder of the Term provided the Lender complies with the terms and conditions of the Lease.

16. Rent After Default. If any or all of the Leased 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.

17. Access. The Tenant shall allow the Landlord and/or its agents access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Landlord understands the risks associated with accessing the Leases Premises once the Solar Farm is operational and agrees to ensure that Landlord's activities are conducted in a safe manner. Nothing herein shall be construed to limit the authority of Adams County building inspectors under existing law.

18. Governmental Approvals and Compliance. Tenant shall obtain any necessary governmental licenses or authorizations required for the construction and use of the Site Improvements and Infrastructure on the Leased Premises and shall comply with government laws and regulations applicable thereto. Notwithstanding the foregoing, Tenant shall not be responsible for any matters arising in connection to Environmental Laws relating to the Leased Premises, except to the extent the need for compliance therefor arises directly out of the release by Tenant of any Hazardous Substances on or about the Leased Premises.

20. Insurance. At all times during the Term of this Lease, Tenant shall maintain in full force a comprehensive public liability insurance policy covering Tenant's operations, activities, and liabilities on the Leased Premises, having singly or in combination limits not less than One Million Dollars (\$1,000,000) in the aggregate; please see attached "Exhibit C", Insurance Requirements. Such policy shall name Landlord as an additional insured under such policy as the Landlord's interests may appear. Upon Landlord's request, Tenant shall give Landlord a certificate of insurance evidencing that the insurance required under the Agreement is in force.

21. Maintenance by Landlord. Landlord shall maintain its property adjacent to the Leased Premises in good condition and state of repair to avoid interference with Tenant's use of the Leased Premises and the Easement. Landlord shall not construct structures or plant trees adjacent to the Leased Premises that will impede solar access to Solar Farm.

22. 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 a pro rata share of prepaid rent for the year of termination.

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 thirty (30) calendar days after the Tenant's delivery of written notice of the breach to the Landlord.

d. At any time prior to the first date on which the Solar Farm (i) is ready for regular, daily operation, has been interconnected with the local utility's grid, has been accepted into the applicable energy grid and is producing electricity at full or substantially full capacity in accordance with applicable law ("Commercial Operation Date"), any of the following occur:

i. Any governmental agency denies a request by Tenant for or revokes a permit, license, or approval that is required for Tenant to construct or operate the Site Improvements and Infrastructure on the Leased Premises;

ii. Tenant determines that any condition exists on or about the Property, which precludes Tenant from using the Leased Premises for its intended purpose;

iii. Utilities necessary for Tenant's use of the Leased Premises are not available to the Leased Premises; or



iv. The Solar Farm is damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Leased Premises provided however, that Tenant shall use commercially reasonable efforts to mitigate such damage.

v. Tenant has not obtained (i) a fully-executed Interconnection Agreement with Xcel or (ii) required financing within one year of the Effective Date of this lease.

23. Landlord's Right of Termination. Landlord may terminate this Lease in the event Tenant fails to pay rent within thirty (30) days of Landlord's written notice to Tenant that such payment has not been made by the due date. In such case, Landlord shall follow the procedures set forth in the Forcible Entry and Detainer statute, and Landlord shall be entitled to its attorney fees and costs.

24. Removal of Improvements. Upon termination of this Lease, at its sole cost, the Tenant shall remove any improvements (except pavement) it has made to the Leased Premises and Easement area, and it shall repair any damage to the Leased Premises and Easement area to the extent caused by Tenant's use of the Leased Premises or Easement area.

25. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent, or attorney of the notifying party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord: Airport Director  
Adams County, Front Range Airport  
5200 Front Range Parkway  
Watkins, CO 80137-7131

To Tenant: DU CSG 1 LLC  
c/o Microgrid Energy, LLC  
1536 Wynkoop St, #400  
Denver, CO 80202

With a copy: By email to: [jsullivan@microgridenergy.com](mailto:jsullivan@microgridenergy.com)

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

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 to the best of Landlord's actual knowledge the Premises is free from contamination by hazardous substances.

29. 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.

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

31. Liabilities to Third Parties; Risk of Loss. Tenant shall indemnify and hold Landlord harmless from any liability (including reimbursement of Landlord's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Tenant or any of Tenant's agents, servants, employees, or licensees and, as between Landlord and Tenant, Landlord shall be solely responsible for any liability (including reimbursement of Tenant's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Landlord or any of Landlord's agents, servants, employees, or licensees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored, or maintained in or upon the Leased Premises by Tenant shall be so installed, kept, stored, or maintained at the risk of Tenant. Landlord shall not be responsible for any loss or damage to equipment owned by Tenant that might result from tornadoes, lightning, windstorms, or other Acts of God. The covenants of this paragraph shall survive and be enforceable and shall continue in full force and effect for the benefit of the Parties and their respective subsequent transferees, successors, and assigns, and shall survive the termination of this Lease, whether by expiration or otherwise.

32. Tenant's Performance and Surrender. Tenant shall pay the rent and all other sums required to be paid by Tenant hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Landlord the Leased Premises subject to the other provisions of this Lease.

33. Default and Termination for Default. Landlord or Tenant shall be in default of this Lease if either party breaches any material provision hereof and said breach is not cured by the breaching party within sixty (60) days of receipt of notice of said breach from the other party hereto, or if such cure cannot reasonably be had within said sixty (60) day period, then if cure of such breach is not commenced within thirty (30) days of receipt of such notice and not thereafter completed using diligent efforts. Upon the breaching party's failure to cure its breach within such time, as applicable, the other party hereto shall have the right to terminate this Lease for default, and to pursue such remedies as may be available in law.

34. Rights to Site Improvements and Infrastructure Upon Termination.

(a) Mutual Determination to Extend. Any time prior to the expiration of the Term or Extension Term (as such Term may be extended under Section 3), Tenant may notify Landlord of Tenant's desire to continue leasing the Leased Premises after the expiration of the Term or Extension Term. In the event of such notice, Landlord and Tenant shall negotiate in good faith for the continuation of this Lease under mutually agreeable terms. In the event that Landlord and Tenant execute a new or extended lease of the Leased Premises at least thirty (30) days prior to such expiration of the Term or Extension Term, then the terms and conditions of such new or extended lease shall apply.

(b) Removal of Solar Garden. Except as otherwise provided in Section 22(a) above, upon the expiration of the Term set forth in Section 3 (as such Term may be extended as therein provided), Tenant shall be obligated to remove the Solar Farm and all of Tenant's personal property from the Leased Premises and Easement area, including any solar panels that may be owned by third parties. Such removal shall be completed within six (6) months following the expiration of the full term of this Agreement, during which time Tenant shall be subject to all terms and conditions in this Lease with respect to access and said removal as if still a tenant.

(c) Noncompliance with Section 34(b). If Tenant either (i) abandons the Leased Premises or (ii) fails to remove the Solar Farm from the Leased Premises when required by Section 34(b) within the time period described therein, then Tenant shall be in default, and Landlord, after notice of default and expiration of the applicable cure periods set forth in Section 40 hereof, may remove the Solar Farm at Tenant's cost. This Subsection 34(c) shall not apply in the event that the Landlord and Tenant enter into a new lease or lease extension as referenced in Section 34(a) above.

35. Binding on Successors. The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

36. Entire Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver, or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

37. Survey and Testing. Tenant shall have the right during the Initial Term and any extension to inspect, survey, soil test, and make any other investigations necessary or useful to determine if the Leased Premises are suitable for construction and operation of the Solar Farm. If Tenant, within the above-stated time, determines that for any reason the Leased Premises is not suitable, this Agreement, upon written notice given to Landlord, shall become null and void; provided that at Tenant's sole expense the Leased Premises shall be promptly restored to its condition prior to such testing and investigations.

38. Oil, Gas and Mineral Rights. Landlord does not grant, lease, let, or demise hereby, but expressly excepts and reserves herefrom all rights to oil, gas, and other minerals in, on, or under and that might be produced or mined from the Leased Premises; provided however, that no drilling or other activity will be undertaken on the surface of the Leased Premises to recover any oil, gas, or minerals during the Term hereof. This Lease is given and accepted subject to the terms and provisions of any recorded oil, gas, and mineral lease covering the Leased Premises or any part thereof now of record in the office of the County Clerk and Recorder; provided that Tenant is able to obtain a Non-disturbance Agreement in form reasonable to Tenant, executed and acknowledged by Landlord and the holder of any such oil, gas, or other mineral lease within thirty (30) days of execution of this Lease. In the event that Tenant does not obtain such a Non-disturbance Agreement, Tenant may, but is not required to, terminate this Lease upon thirty (30) days written notice to Landlord. Landlord agrees to use commercially reasonable efforts to incorporate into any future oil, gas or other mineral lease or other conveyance covering the above-described lands or any part thereof during the Term of this Lease the following provisions: (a) any such lease or conveyance shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Tenant under the terms of this Lease; and (b) within ten (10) days of creation of such lease or conveyance, the oil, gas, and mineral lessee shall provide to Tenant a Nondisturbance Agreement in form reasonably acceptable to Tenant, and executed and acknowledged by Landlord and the holder of any such interest.

39. Hazardous Waste.



(a) The term Hazardous Materials shall mean any substance, material, waste, gas, or particulate matter that is regulated by any local governmental authority, the state in which the Leased Premises is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq. (33 U.S.C. Section 1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq. (42 U.S.C. Section 6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 et seq. (42 U.S.C. Section 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state, and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders, and decrees regulating, relating to, or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Landlord represents and warrants that, to the best of Landlord's actual knowledge, (i) the Leased Premises have not been used for the use, manufacturing, storage, discharge, release, or disposal of Hazardous Materials, (ii) neither the Leased Premises nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Premises, and (iv) the Leased Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Agreement (collectively, a "Breach"), and if there is any condition which is contrary to the foregoing representations and warranties that gives rise to or results in liability (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Landlord shall promptly take any and all remedial and removal action as required by law to clean up the Leased Premises and mitigate exposure to liability arising from such condition, and to keep the Leased Premises free of any lien imposed pursuant to, any Environmental Laws as a result of such condition.

(c) Landlord and Tenant agree as follows:

1. Tenant agrees to indemnify, defend, and hold harmless Landlord, its officers, partners, successors, and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including

reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such items arise out of the release of any Hazardous Substances on or about the Leased Premises by Tenant or Tenant's employees, contractors, agents, successors, or assigns.

2. Landlord agrees to be responsible for any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such items (a) arise out of the release of any Hazardous Substances on or about the Leased Premises except by Tenant or Tenant's employees, contractors, agents, successors, or assigns, or (b) arise out of any Breach by Landlord, or (c) arose prior to or during the Term of this Lease and that failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

3. Landlord agrees to be responsible for any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, suffered or incurred by Tenant and its grantees as a result of (a) any Breach by Landlord, or (b) any matter or condition of the Leased Premises involving Environmental Laws or Hazardous Materials that was not caused by Tenant or its officers, partners, successors, or assigns and that existed on or arose prior to or during the Term of this Lease and that failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

4. Landlord represents and warrants to Tenant that Landlord has received no notice that the Leased Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Leased Premises is located within, an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers, or any other governmental body as being subject to special hazards, including floodplains.

5. The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of Tenant and its subsequent transferees, successors, and assigns and shall survive the Term of this Lease and any renewal periods thereof.

41. Mechanic's Liens. Tenant will not cause any mechanic's or materialman's lien to be placed on the Leased Premises, and Tenant agrees to indemnify, defend, and hold harmless Landlord from any such lien from a party claiming by, through, or under Tenant.

42. Headings. The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

43. Time of Essence. Time is of the essence for Landlord's and Tenant's obligations under this Agreement.

44. Severability. If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of the Agreement, or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term, or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

45. Further Assurances. Each of the parties agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm this Agreement or any other agreement contained herein in the manner contemplated hereby.

46. Dispute Resolution. Before instituting a court action, any dispute between Landlord and Tenant arising under this Agreement shall in the first instance be addressed by informal negotiations between Landlord and Tenant following an exchange of written notice of and response to said dispute and for a period of time not to exceed 45 days unless extended by mutual agreement.

47. Right to Record. Upon full execution, the Tenant may record the Lease.

48. Interpretation. Each party to this Agreement and its counsel have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

49. Date of Agreement. The parties acknowledge that certain obligations of Landlord and Tenant are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Agreement. The parties therefore agree that wherever the term "date of execution of this Agreement," or words of similar import are used herein, they shall mean the date upon which this Agreement has been duly executed by Landlord or Tenant, whichever is the later to so execute this Agreement. The parties further agree to specify the date on which they



execute this Agreement beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LANDLORD:

TENANT: DU CSG 1 LLC

By:

By: M-B

Title:

Title: COO

Date:

Date: 5/21/18

STATE OF \_\_\_\_\_, COUNTY \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this

\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by

\_\_\_\_\_, who is \_\_\_\_\_ of

\_\_\_\_\_, a \_\_\_\_\_,

for and on behalf of the \_\_\_\_\_.

who is, a \_\_\_\_\_.

Notary Public for:

My Commission Expires:

STATE OF Colorado, COUNTY OF Denver, to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this

21<sup>st</sup> day of May, 2018, by

Marc Bencivenni, who is COO of

DV CSG 1 LLC, a Colorado LLC, for

and on behalf of the Tenant.

[Signature]

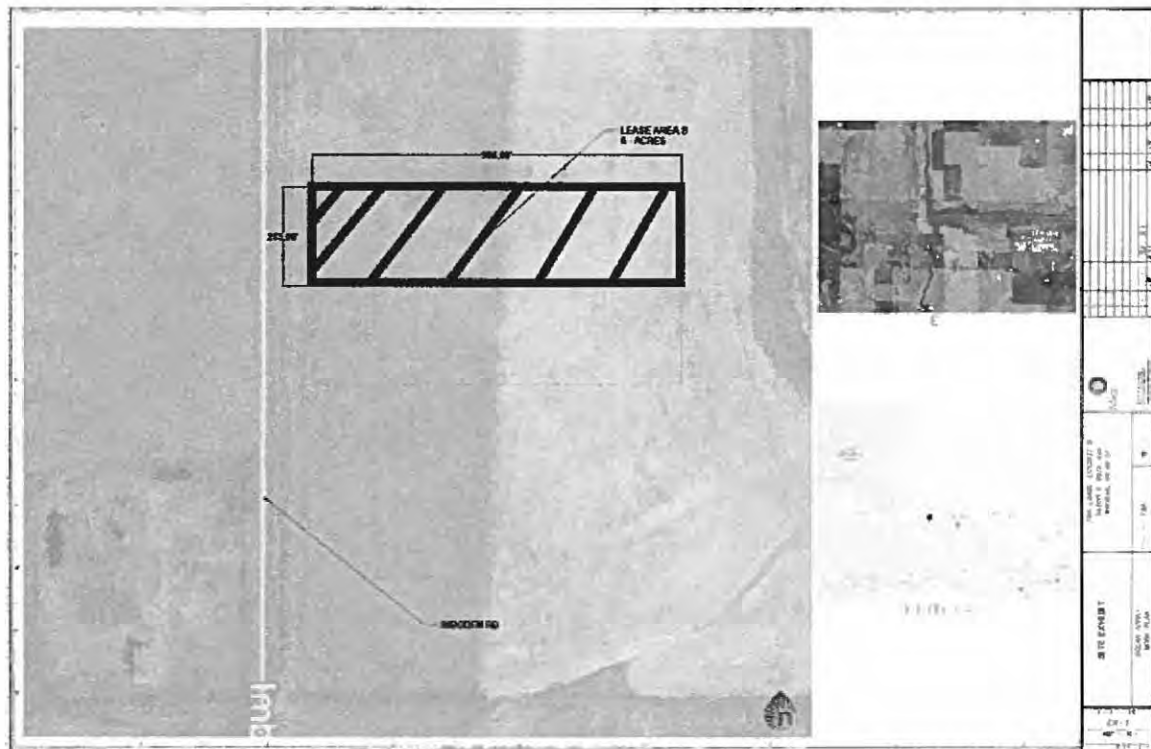
Notary Public for: Colorado

My Commission Expires: 8/10/2020

JONATHAN FITZPATRICK  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20124051998  
MY COMMISSION EXPIRES AUGUST 10, 2020

# **EXHIBIT A** **LEGAL DESCRIPTION OF LEASED** **PREMISES**

Up to 7.5 acres of land within the SWNW, Section 17, Township 3 South, Range 64 West, 6<sup>th</sup> PM, having a physical street address of 5400 Imboden Rd, Watkins, CO 80137, and further indicated below. Upon completion of survey and final legal description of lease area, and prior to the start of construction, this exhibit will be replaced with a metes and bounds description prepared by a Colorado licensed Professional Land Surveyor.



FOR THE LESSOR, I, [Name], do hereby certify that the above described premises are the same as those described in the lease agreement between me and the lessee, and that the same are not subject to any other lease or encumbrance.



**EXHIBIT B**

**TENANT'S SURVEY OF THE LEASED  
PREMISES**

To be revised by Tenant based upon the survey referenced in Section 1 of the Agreement.

EXHIBIT C

CERTIFICATE OF INSURANCE



**EXHIBIT D**  
**LANDLORD ACKNOWLEDGEMENT OF COLLATERAL ASSIGNMENT OF LEASE**

**This Landlord Consent to Collateral Assignment of Lease Agreement (this "Consent") is granted and made by \_\_\_\_\_ ("Landlord") in connection with certain Solar Lease dated \_\_\_\_\_, 20\_\_\_\_ (the "Lease") by and between Landlord and \_\_\_\_\_ as Tenant.**

1. Tenant has entered into a Loan Agreement ("Loan Agreement") with \_\_\_\_\_ ("Lender") for the extension of credit (the "Loan") in regard to a solar electric generating facility referred in said Loan Agreement as the "Solar Facility" and in said Lease and this Consent as the "Solar Garden".
2. Tenant as borrower under the Loan Agreement, has executed a Collateral Assignment in favor of Lender whereby Tenant is giving Lender a pledge, mortgage, and/or collateral assignment of all of its right, title and interest arising under the Lease as tenant of the Leased Premises, and providing Lender such other rights as set forth in such Collateral Assignment.
3. Landlord hereby consents to the Collateral Assignment of the Lease given from Tenant to Lender. Landlord acknowledges that in this connection, Lender shall be entitled to perform any obligation under the Lease in lieu of the performance of such obligation by Tenant, but that Lender shall not be obligated to perform any such obligation.
4. Landlord also acknowledges and agrees that the following statements are true and correct:
  - a. **Landlord is the fee owner of the Leased Premises described in the Lease Agreement, and (1) a true and correct copy of the Lease is attached hereto as Exhibit 1; (2) the Lease is in full force and effect; (3) Landlord has not modified, amended or changed the Lease in any material respect; (4) to the best of Landlord's knowledge, the Lease constitutes the entire agreement between Landlord and Tenant with respect to the Leased Premises; and (5) to the actual knowledge of Landlord, (i) there are no existing defaults by Tenant under the Lease, (ii) all amounts due under the Lease from Tenant to Landlord as of the date of this Consent have been paid; and (iii) there are no leases in effect to which the Tenant's use of the Leased Premises shall be subordinate.**
  - b. **Tenant owns the Solar Garden including without limitation all Site Improvements and Infrastructure (as defined in the Lease) and all related fixtures and personal property. Landlord does not own any personal property that is located on the Premises, and agrees that Landlord shall not pursue any liens or claims whatsoever against said Solar Garden, Site Improvements, Infrastructure, fixtures and personal property.**
  - c. **Except those interests appearing in the records of the county recorder(s) where the Solar Garden is situated, Landlord has not granted any interests in the Leased Premises to any person or entity other than Tenant, and as long as Tenant is not in default of the Lease, Landlord will ensure Tenant's quiet enjoyment of the Leased Premises in accordance with the terms and conditions of the Lease.**
5. Landlord also acknowledges and consents:

- a. **To Tenant's execution of a leasehold mortgage or deed of trust encumbering Tenant's leasehold estate under the Lease and the Solar Farm.**
  - b. **To Lender's access to the Leased Premises as necessary to inspect or protect its Collateral.**
  - c. **To provide upon request of Lender, as a collateral assignee of rights under the Lease, subsequent signed statements indicating whether or not any defaults exist under the Lease, and addressing such other matters concerning the Leased Premises and the Lease as Lender may reasonable request.**
  - d. **To the recording by Tenant or Lender of the Collateral Assignment and this Consent of Landlord thereto.**
6. Landlord acknowledges that all notices to Tenant under the Lease Agreement shall be sent to:

\_\_\_\_\_  
Attn: \_\_\_\_\_, Authorized Representative

\_\_\_\_\_  
Telecopier Number: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

with a copy in each case to:

[Lender Information]

*Signatures on Next Page*

**IN WITNESS WHEREOF**, Landlord subscribes this Landlord Acknowledgement Of Collateral Assignment as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LANDLORD:**

\_\_\_\_\_

\_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

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

My Commission expires:

NY 12081641.2



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 19, 2018
<b>SUBJECT:</b> Intergovernmental Agreement to establish the procedure for a cost share partnership between CDHS and the County for the funding of Wendy's Wonderful Kids
<b>FROM:</b> Chris Kline, Director
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the Intergovernmental Agreement to establish the procedure for a cost share partnership between CDHS and the County for the funding of Wendy's Wonderful Kids

### **BACKGROUND:**

As part of a statewide effort to work toward a goal of achieving permanency for 300 children and youth across Colorado who are currently in foster care with no identified permanent family resources, counties have been invited to collaborate with CDHS, The Dave Thomas Foundation (DTFA) and The Adoption Exchange (TAE) to implement DTFA's child-focused and evidence-based recruitment model called Wendy's Wonderful Kids (WWK). The goal of the WWK program and this collaboration is to achieve permanency for children in foster care age 9 and older; under age 9 who are part of a sibling group; or who have mental or physical disabilities, and who have the goal of adoption or other planned permanent living arrangement and are without an identified permanent family placement. In Adams County, we routinely have 6-8 children/youth in long-term care for whom – despite our ongoing recruitment efforts – we have no identified potential adoptive or permanent family. Adams County Division of Children and Family Services has requested to participate in the Wendy's Wonderful Kids initiative to help us locate families for these youths. We are requesting \$20,454.50 to pay for the recruitment efforts that will occur during the first year of this program (July 1, 2018-June 30, 2019) on behalf of these children/youth. The funds will come from our already-approved budget, and will be paid through the Child Welfare Block Allocation. The County portion will be 20% of the total cost (\$4,090.90) and the remainder will come from State/Federal funds.

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

Adams County Human Services Department: Children and Family Services Division  
Colorado Department of Human Services

**ATTACHED DOCUMENTS:**

Resolution  
State of Colorado Department of Human Services Intergovernmental Agreement with Adams 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:** 99915, various

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	99915.5755		16,363.60
Additional Revenue not included in Current Budget:	0		0
<b>Total Revenues:</b>			<u>16,363.60</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7645		20,454.50
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>20,454.50</u>

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☐ YES ☒ NO

**Additional Note:**

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN  
ADAMS COUNTY AND THE COLORADO DEPARTMENT OF HUMAN SERVICES

WHEREAS, children eligible for adoption need permanent adoptive homes; and,

WHEREAS, finding suitable adoptive homes can be challenging for some older and special needs children; and,

WHEREAS, the State Department of Human Services has entered into a contract with The Dave Thomas Foundation for Adoption through the Wendy's Wonderful Kids program to recruit adoptive homes and provide training; and,

WHEREAS; Adams County children awaiting adoptive homes would benefit from working with the Colorado Department of Human Services and the Wendy's Wonderful Kids program in finding suitable adoptive homes; and,

WHEREAS, the agreement attached hereto details the rights and obligations of both Adams County and the Colorado Department of Human Services with respect to the responsibilities under the Wendy's Wonderful Kids program.

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 the Colorado Department of Human Services, 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.

**STATE OF COLORADO  
DEPARTMENT OF HUMAN SERVICES  
INTERGOVERNMENTAL AGREEMENT  
WITH  
ADAMS COUNTY**

**1. PARTIES**

This Intergovernmental Agreement (“Agreement”) is entered into by and between the Colorado Department of Human Services (“CDHS” or “State”), and Adams County (“County”), who may collectively be called the “Parties” and individually a “Party”, both of which are governmental entities of the State of Colorado.

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY**

This Agreement shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (“Effective Date”), but shall be effective and enforceable thereafter in accordance with its provisions.

**3. AUTHORITY**

Authority to enter into this Agreement exists in the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. §29-1-203(1). Required approvals, clearance, and coordination have been accomplished from and with appropriate agencies.

**4. PURPOSE**

The Parties are entering into this Agreement to establish the procedure for a cost share partnership between CDHS and the County for the funding of a Wendy’s Wonderful Kids (“WWK”) Recruiter, in whole or in part, to assist the State and County in connecting children who are waiting for permanency with families who wish to adopt by implementing and coordinating effective recruitment, matching and support services for children and youth in the child welfare system, in addition to building relationships within the community and raising awareness and education about foster care and adoption.

**5. TERM AND EARLY TERMINATION****A. Term-Work Commencement**

The Parties respective performances under this Agreement shall commence on the later of the Effective Date or July 1, 2018. This Agreement shall terminate on June 30, 2019 (the “Initial Term”) unless sooner terminated or further extended as specified elsewhere herein. Either Party may terminate this Agreement by giving the other Party 60 days prior written notice setting forth the date of termination. Upon termination the liabilities of the Parties for future performance hereunder shall cease, but the Parties shall perform their respective obligations up to the date of termination.

**B. Modification of Agreement for Additional Term**

The Parties understand that it typically takes approximately two years for a caseload to have results with children and youth that have the highest needs. The WWK Recruiter Program cost share partnership is currently planned to extend to June 30, 2020. Unless otherwise terminated in accordance with **§5.A.** the Parties shall execute an amendment to this Agreement to add an additional State fiscal year of performance (an “Extension Term”) before June 30, 2019.

**C. End of Term Extension**

If this Agreement approaches the end of its Initial Term, or an Extension Term then in place, the State, at its discretion, upon written notice to the County as provided in **§9**, 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. The State shall notify the County of such termination in accordance with §9. The notice shall specify the effective date of the termination. In the event that the Agreement is terminated under this **§5.D**, any County obligation shall end with the new termination date.

**6. STATEMENT OF WORK**

The Parties shall complete any Work or other obligations as described herein and in **Exhibit A – Statement of Work** in an ongoing capacity for the duration of this Agreement. Each Party shall procure goods and services necessary to complete its obligations under this Agreement. The State shall have no liability to compensate County for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

**7. PAYMENTS**

The maximum amount payable under this Agreement to CDHS by the County is **\$20,455.00**. The Parties shall follow the procedure for invoicing and payment set forth in **Exhibit A** and payment to CDHS shall be limited to the unpaid obligated balance of this Agreement as set forth in **Exhibit A**.

**8. DISPUTE RESOLUTION**

**A. Initial Resolution**

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 CDHS and a senior manager designated by the County for resolution.

**B. Resolution of Controversies**

If the initial resolution described in **§8.A** fails to resolve the dispute within ten (10) Business Days, County shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§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 County wishes to challenge any decision rendered by the Procurement Official, County’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before County pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

**9. 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 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 section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

**CDHS**

Korey Elger, Ongoing Manager

1575 Sherman Street, 2<sup>nd</sup> Floor  
Denver, CO 80203  
korey.elger@state.co.us  
(303) 866-5956

**COUNTY**

Janis L. James, Director, Children and Family  
Services

11860 Pecos Street  
Westminster, CO 80234  
jjames@adcogov.org  
(720) 523-4247

**10. GENERAL PROVISIONS**

**A. Assignment**

The rights and obligations of each Party hereunder are personal to such Party and may not be transferred, assigned or subcontracted without the prior, written consent of the other Party. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of County's rights and obligations approved by the State shall be subject to the provisions of the Agreement.

**B. 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.

**C. 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.

**D. Entire Understanding**

This Agreement represents the complete integration of all understandings between the Parties related to the performance of this Agreement, and all prior representations and understandings related to this Agreement, 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.

**E. Modification**

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.

**F. Order of Precedence**

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: **Exhibit A – Statement of Work**, followed by this Agreement.

**G. References**

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

**H. Third Party Beneficiaries-Negation**

Enforcement of 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 and do not create any rights for such third parties.

**I. 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.

**11. SIGNATURE PAGE****THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

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;"><b>COUNTY</b> Adams County Human Services Department</p> <hr/> <p style="text-align: center;">By: Commissioner Mary Hodge, Chair Board of County Commissioners</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> John W. Hickenlooper, Governor Colorado Department of Human Services Reggie Bicha, Executive Director</p> <hr/> <p style="text-align: center;">By: Minna Castillo-Cohen, Director, Office of Children, Youth and Families</p> <p style="text-align: center;">Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p style="text-align: center;">By: _____ Colorado Department of Human Services Controller Delegate</p> <p style="text-align: center;">Agreement Effective Date: _____</p>	

## **Exhibit A – Statement of Work**

This **Exhibit A** addresses the responsibilities of the Colorado Department of Human Services, acting by and through the Division of Child Welfare (“CDHS,” “DCW,” or “State”) and Adams County (“County”), in the funding and use of the Wendy’s Wonderful Kids (“WWK”) Recruiter Program.

### **1. CDHS Responsibilities**

- a. CDHS shall enter into a contract with The Dave Thomas Foundation for Adoption (“DFTA”) for the performance of certain tasks related to the WWK Recruiter Program. The level of services under that Contract will increase in accordance with the County commitment outlined below.
- b. Through that Contract (18 IHFA 110031), CDHS and County caseworkers with children on a WWK recruiter’s caseload shall receive training on the WWK model from DFTA.
  - i. CDHS shall provide County a schedule of training sessions for each State fiscal year.
  - ii. WWK model training shall occur on a quarterly basis.
- c. CDHS shall provide to the County any County-associated portion of any DFTA WWK Recruiter Program annual review, on-site visit/review, or other data, as identified by the State, related to county-specific performance of the WWK Recruiter Program.
- d. In the State’s sole discretion and as it relates to County, CDHS shall provide County with any DFTA recommended troubleshooting data, shared information relevant to County performance, and/or suggestions for improvement and/or expansion of the WWK Recruiter Program.
- e. CDHS shall provide notification to County of quarterly meeting dates and locations to ensure relevant County staff are able to attend. Quarterly meeting topics shall include, but not be limited to, program overview and opportunities for training.

### **2. County Responsibilities**

- a. County shall have use of a WWK recruiter in accordance with the Full-Time Equivalent (“FTE”) commitment in **§3.a.**
  - i. A description of the WWK recruiter position can be found in **§4.**
- b. County shall, through formal contractual relationship with the County custodial agency or other method, ensure WWK recruiters have access to the child, to his/her files, and to his/her clinical services, as needed.
- c. County shall notify their assigned WWK Recruiter of any matching events or other organizational events to assist WWK recruiter with connecting children who are waiting for permanency with families who wish to adopt.
- d. County shall provide payment for its assigned WWK Recruiter in accordance with **§3.**

### **3. Invoices & Payment**

- a. The County’s FTE commitment to the State is 0.50.
- b. The State shall invoice the County within fifteen (15) days of the start of each quarter for 25% of the maximum amount payable for services in the previous quarter.
- c. The State’s invoice shall include the Agreement Number (18 IHFA 109698), the period of service for which the invoice applies, and the total amount due.
- d. The County shall pay the State through a warrant that references the Agreement Number and includes some reference to the WWK Recruiter Program.
- e. Warrants shall be delivered (i) by hand with receipt required or (ii) by certified or registered mail to the State representative set forth below:

Tracey Cantrell, Contracts and Grants Supervisor  
1575 Sherman Street, 2<sup>nd</sup> Floor  
Denver, CO 80203

(303) 866-2314  
tracey.cantrell@state.co.us

- f. The maximum amount payable by County in each State fiscal year of this Agreement shall be:

<b>SFY19</b> [7.1.18-6.30.19]	<b>\$20,455.00</b>
<b>SFY20</b> [7.1.19-6.30.20]	<b>\$32,143.00</b>

**4. Wendy's Wonderful Kids Recruiter Job Description**

The Wendy's Wonderful Kids ("WWK") Recruiter ("Recruiter") will connect children who are waiting for permanency with families who wish to adopt by implementing and coordinating effective recruitment, matching and supportive services for a caseload of 12-15 children and youth. The Recruiter will follow a child-focused, evidence-based model as developed by the Dave Thomas Foundation for Adoption. The Recruiter will also be responsible for building relationships within the community and raising awareness and education about foster care and adoption.

**a. 30% Child-focused recruitment:**

- Reviewing case files
- Contacting possible adoptive resources and past connections including biological family members or kin
- Networking in an effort to find positive connections for WWK youth
- Conducting diligent online searches
- Creating specialized recruitment plans which include creating and reviewing genograms for each youth on the caseload
- Conducting reverse computer matches using The Adoption Exchange's database and the AdoptUSKids' national database

**b. 30% Meeting with the children:**

- Monthly in-person visits with youth
- Attending matching events, Heart Gallery photo shoots, and other organizational events hosted by CDHS, The Adoption Exchange, or the county departments who have custody of the children for whom they are recruiting
- Preparing the child/youth for adoption
- Developing, coordinating, and facilitating the transition planning
- Monitoring and supporting placements through finalization

**c. 10% Data entry and reports:**

- Submitting monthly data regarding the caseload as well as quarterly assessments of the child/youth's readiness for adoption and progress towards completion of the recruitment plans
- Submitting yearly grant renewals and bi-annual reports
- Submitting yearly travel expenditure reports

**d. 15% Meetings and Trainings**

- Attending staffings, permanency roundtable meetings, quarterly CDHS Recruiter focused meetings, and other professional meetings
- Conceptualizing case plan and implementing new resources and recommendations

- e. **5% Inquiry calls:**
  - Reviewing web-generated inquiries from prospective adoptive parents
  - Answering general information calls regarding children/youth on the caseloads
- f. **10% Other duties as assigned**



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 19, 2018
<b>SUBJECT:</b> Adams County Head Start Cost of Living Adjustment Supplemental Application
<b>FROM:</b> Chris Kline, Director of Human Services Department
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the resolution for the Adams County Head Start Cost of Living Adjustment Supplemental Application

### **BACKGROUND:**

Adams County Head Start is applying for a 2.6% Cost of Living Adjustment in the amount of \$103,232 for salary increases and \$2,852 for training and technical assistance. These funds are being made available through the U.S. Department of Health and Human Services, Administration for Children and Families to Head Start programs. This supplemental application requires Adams County Head Start to provide a 20.0% non-federal match totaling \$26,521. The total amount is \$132,605. The non-federal match will be provided through donated goods and services.

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

Human Services Department Head Start and the U.S. Department of Health and Human Services

### **ATTACHED DOCUMENTS:**

Resolution

Adams County Head Start Cost of Living Adjustment Supplemental Application

**FISCAL IMPACT:**

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

**Fund:** 31**Cost Center:** 935118

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			0
Additional Revenue not included in Current Budget:	5230		\$106,084
<b>Total Revenues:</b>			<u>\$106,084</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			0
Add'l Operating Expenditure not included in Current Budget:	7000.9000		\$106,084
Current Budgeted Capital Expenditure:			0
Add'l Capital Expenditure not included in Current Budget:			0
<b>Total Expenditures:</b>			<u>\$106,084</u>

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☐ YES ☒ NO

**Additional Note:**



**RESOLUTION APPROVING THE ADAMS COUNTY HEAD START COST OF LIVING  
ADJUSTMENT SUPPLEMENTAL APPLICATION**

**WHEREAS**, Adams County Head Start wants to submit a Cost of Living Adjustment Supplemental Application; and,

**WHEREAS**, funds from the 2.6 % Cost of Living Adjustment will be used to support a salary increase for Head Start staff; and,

**WHEREAS**, Adams County Head Start is also applying for funds for training and technical assistance and those funds will be used to support Head Start staff in gaining skills and knowledge to support the children and families in the Head Start Program.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners, County of Adams, State of Colorado, that the Adams County Head Start Cost of Living Adjustment Supplemental Application be approved.

**BE IT FURTHER RESOLVED**, that the Chair is authorized to execute said Supplemental Application on behalf of Adams County.

**Adams County Head Start  
Cost of Living Adjustment Supplemental Application**

**Program Narrative**

Adams County Head Start (ACHS) is requesting additional funds for a Cost of Living Adjustment (COLA). The program is applying for the eligible amount of \$103,232 available through the funding allocated for the 2.6 percent COLA and \$2,852 available for training and technical assistance for a total of \$106,084. This funding will result in a permanent salary increase for ACHS employees that will help ACHS attract and retain qualified staff and maintain high quality Head Start services in Adams County communities. The additional training funds will support staff in gaining skills and knowledge to support the children and families in our program.

The following are not applicable to Adams County Head Start:

- *The rationale of employees are receiving less than the 2.6 percent COLA or differential COLA increases;*
- *The provision of the 2.6 percent increase to all delegate agencies and partners or justification if the full percentage is not provided to delegate agencies and partners;*
- *The planned uses for the balance of the COLA funds to offset higher operating costs;*
- *Each source of non-federal match, including the estimated amount per source and the valuation methodology; and*
- *A detailed justification that conforms with the criteria under section 640(b) (1)-(5) of the Head Start Act if the application proposes a waiver of any portion of the non-federal match requirement.*

**Budget Narrative**

**Operating Costs**

ACHS will utilize the COLA award to permanently fund the increases in employee salaries and benefits. One hundred percent of the awarded COLA funding (\$103,232) will be

allocated to employee salaries and benefits. All available training and technical assistance funding (\$2,852) will be allocated to trainings.

**Non-Federal Share or In-kind**

The COLA federal funds will be matched in the amount of \$26,521 by local in-kind support which includes funding match from Temple Hoyne Buell Foundation.



June 19, 2018

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

Re: Approval of Adams County Head Start's U.S. Department of Health & Human  
Services Cost of Living Adjustment Supplemental Application; 08CH010252

Dear Ms. Lutz:

As the Authorized Representative and Certifying Officer of the Adams County Board of County Commissioners on behalf of Adams County Head Start ("ACHS"), I am writing to confirm that during a regularly scheduled Public Hearing session the Adams County Board of County Commissioners, ACHS governing board approved the Adams County Head Start 2.6% Cost of Living Adjustment Supplemental Application which includes \$103,232 for salary increase and \$2,852 for training and technical assistance.

Sincerely,

Mary Hodge, Chair  
Board of County Commissioners

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 ITEM

<b>DATE OF PUBLIC HEARING:</b> June 19, 2018
<b>SUBJECT:</b> Modification Request for City of Westminster Big Dry Creek Trail Upgrade Project
<b>FROM:</b> Nathan Mosley, Parks and Open Space Director and Shannon McDowell and Renee Petersen
<b>AGENCY/DEPARTMENT:</b> Parks and Open Space
<b>HEARD AT STUDY SESSION ON:</b> April 10, 2018
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the Resolution Approving Modification of the City of Westminster Big Dry Creek Trail Upgrade Project Open Space Sales Tax Grants.

### **BACKGROUND:**

The City of Westminster has two active Open Space Sales Tax grants for the Big Dry Creek Upgrade project. First, the city was awarded 65.7% of the total project cost, up to \$1,400,000 (awarded as two separate projects that have been combined) to build or improve a variety of trails along Big Dry Creek between 120<sup>th</sup> and 128<sup>th</sup> Avenues. This project includes modifying the main Big Dry Creek Trail so it is a ten foot wide concrete trail with a four foot wide gravel side trail. Second, the city was awarded 50% of the total project cost, up to \$329,553.70 to improve the Big Dry Creek Trail between 112<sup>th</sup> and 120<sup>th</sup> Avenues so the trail consists of a ten foot wide concrete trail with a four foot wide gravel side trail.

The city received very favorable pricing when they bid out these projects and would like to combine these projects as well as include several additional projects to take full advantage of their grant award.

Additional items requested include:

- Alternate 4: Build the Big Dry Creek Trail as 10' concrete + 4' crusher fine side path between 128<sup>th</sup> and 130<sup>th</sup> Avenues near Huron Street in Adams County
- Alternate 5: Build an 8' wide concrete connection from 128<sup>th</sup> Avenue to Harmony Park Drive
- Wayfinding signage from I-25 to Sheridan Boulevard

The City of Westminster believes completion of the interconnecting minor trails will provide improvements to the community and access to bike share stations.

A motion was made by Mark Stickel and seconded by Ed Hickel to approve the City of Westminster's modification request on February 28, 2018. The motion passed by a 4-2 vote with Rachel Connor and Paul Weinrauch dissenting. Christy Dowling was absent.

If the Board of County Commissioners follows the Open Space Advisory Board's recommendation, the projects will be combined (allowing for one closeout process) for a total award of 62% of the total project cost, up to \$1,729,553.70.

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

Parks & Open Space, City of Westminster

**ATTACHED DOCUMENTS:**

Resolution approving modification request  
Modification request from City of Westminster  
Amended grant agreement

**FISCAL IMPACT:**

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

**Fund:** 28**Cost Center:** 6202

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	8810		\$1,729,553.70
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			\$1,729,553.70

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☐ YES ☒ NO

**Additional Note:**

**RESOLUTION APPROVING THE OPEN SPACE MODIFICATION REQUEST AND AMENDED GRANT AGREEMENT BETWEEN ADAMS COUNTY AND THE CITY OF WESTMINSTER FOR THE BIG DRY CREEK TRAIL UPGRADE PROJECT**

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

WHEREAS, City of Westminster received Open Space Sales Tax grants for improvements to trails along the Big Dry Creek corridor on November 9, 2015, May 31, 2016, and December 5, 2017, for a total of \$1,729,553.70; and,

WHEREAS, City of Westminster amended the grants from November 9, 2015 and May 31, 2016 on February 6, 2018; and,

WHEREAS, City of Westminster has bid out these projects and received favorable pricing that reduced the total project costs substantially; and,

WHEREAS, City of Westminster would like to build additional trail segments along Big Dry Creek and add signage to take advantage of the full grant award; and,

WHEREAS, City of Westminster has submitted an Open Space Sales Tax modification request; and,

WHEREAS, City of Westminster is requesting permission to modify the grant to reflect these additional components and combine all three grant awards for a total of 62% of the total project costs, up to \$1,729,553.70; and,

WHEREAS, the Open Space Advisory Board voted in support of the modification on February 28, 2018; and,

WHEREAS, the modification is contingent upon the full execution of an amended grant agreement between the City of Westminster and the County.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Open Space Modification Request and Amended Grant Agreement between Adams County and the City of Westminster for the Big Dry Creek Trail Upgrade project are hereby approved.

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



## ADAMS COUNTY OPEN SPACE GRANT AGREEMENT #OSG2016-00005-A2

This Grant Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, between the City of Westminster ("Applicant") and the County of Adams, acting through the Board of County Commissioners ("Adams County").

### RECITALS

WHEREAS, in November 1999, the citizens of Adams County passed a county-wide one-fifth of one percent Open Space Sales Tax (the "Tax"); and

WHEREAS, in November 2004, the citizens of Adams County reauthorized the Tax and increased it to one-fourth of one percent; and

WHEREAS, the majority of the revenues collected are distributed to qualifying jurisdictions through a competitive grant process; and

WHEREAS, on August 3, 2015, Applicant applied for an Adams County Open Space Grant to complete the LongsView Trail project (the "LongsView Project"); and

WHEREAS, on November 9, 2015, Adams County awarded Applicant an Adams County Open Space Grant to complete the LongsView Project; and

WHEREAS, on February 1, 2016, Applicant applied for an Adams County Open Space Grant to complete the Big Dry Creek Trail Upgrade project ("Big Dry Creek Project"); and

WHEREAS, on May 31, 2016, Adams County awarded Applicant an Adams County Open Space Grant to complete the Big Dry Creek Project; and

WHEREAS, on November 14, 2017, Adams County approved a grant modification and amendment to adjust components and combine the LongsView and Big Dry Creek projects (the combined projects to be referred to as the "Big Dry Creek Upgrade Project"); and

WHEREAS, on August 1, 2017, Applicant applied for an Adams County Open Space Grant to complete the Big Dry Creek Trail Upgrade Phase II project ("Phase II Project"); and

WHEREAS, on December 5, 2017, Adams County awarded Applicant an Adams County Open Space Grant to complete the Phase II Project; and

WHEREAS, on June 19, 2018, Adams County approved a grant modification and amendment to include additional trail components and combine the Big Dry Creek Upgrade Project and the Phase II Project (the combined projects to be referred to as the "Amalgamated Project"); and

WHEREAS, the total Adams County Open Space Grant award for the Amalgamated Project is equal to 62% of the total Project costs, not to exceed \$1,729,553.70.

### AGREEMENT

NOW, THEREFORE, the Parties hereto agree as follows:

1. Rescission of Parties' Previous Grant Agreement. Adams County and the Applicant mutually agree that this Agreement replaces and supersedes the Adams County Open Space Grant Agreements for the Big Dry Creek Upgrade and Phase II projects, dated February 6, 2018. The aforesaid February 6, 2018 grant agreements are hereby rescinded by the parties.
2. Grant Award. Adams County hereby awards to Applicant a grant in the amount of 62% of the total Amalgamated Project costs, not to exceed \$1,729,553.70 (the "Grant"), subject to terms and conditions set forth in this Agreement.
3. Project Scope. Applicant shall complete the Amalgamated Project as described in the grant applications, attached as Exhibits A, B, and C ("Project Scope") and incorporated herein by this reference. Exhibits A, B, and C attachments include the grant applications and all application attachments. Applicant shall not materially modify the Project Scope without the approval of Adams County. Applicant may request a modification to the Project Scope in compliance with the Modification Policy stated on page 13 of the Open Space Policies and Procedures, attached as Exhibit D and incorporated herein by this reference, as may be amended from time to time by Adams County in its sole discretion. Adams County may elect to terminate this Agreement and de-authorize its funding for the Amalgamated Project in the event it determines that the Project Scope has been materially modified without its approval and/or if Applicant fails to comply with the Modification Policy.
4. Completion Date. Applicant shall complete the Amalgamated Project no later than December 5, 2019, which is two years after the date of Adams County's approval of the Amalgamated Project ("Completion Date"). Amalgamated Project completion requires all necessary documentation be submitted to Open Space staff on or before the Completion Date. Applicant may request an extension of the Completion Date in compliance with the Extension Policy stated on page 12 of the Open Space Policies and Procedures, Exhibit D, as may be amended from time to time by the Board of County Commissioners in its sole discretion. Adams County may elect to terminate this Agreement and de-authorize its funding for the Amalgamated Project in the event that this Completion Date is not met and/or if Applicant fails to comply with the Extension Policy.
5. Open Space Sales Tax. Applicant shall use the Grant in accordance with Resolution 99-1, attached hereto on page 22 of the Open Space Policies and Procedures, Exhibit D.
6. Policies and Procedures. Applicant shall comply with the Open Space Policies and Procedures, attached hereto as Exhibit D and incorporated herein by this reference.
7. Payment of Grant. Adams County agrees to make payments to the Applicant in the following manner:

- a. Payments. Adams County agrees to disburse grant funds to Applicant to provide reimbursement for the payment of project costs upon successful completion of the Amalgamated Project, or on a quarterly basis. Itemized Reimbursement Requests, as set forth below, are required for quarterly basis reimbursements. Should the Amalgamated Project take two full years to complete, the Reimbursement Request for the final period of the project must be received by December 5, 2019 to remain compliant with the Project Completion Date, as set forth above. Reimbursements disbursed from Adams County shall not exceed 62% of project costs incurred during the previous period with cumulative reimbursements totaling no more than \$1,729,553.70.
  - b. Acceptable Expenditures. Applicant can request payment for 62% of all project costs incurred within the previous period with cumulative reimbursements totaling no more than \$1,729,553.70 that: (1) have already been paid by the Applicant, and (2) are listed in the approved modification request attached as Exhibit E, under Project Budget. Applicant may request disbursement of grant funds for costs that have been incurred, but not paid by Applicant. However, Adams County will consider such requests on a case-by-case basis and distribution of grant funds for these purposes is not guaranteed.
  - c. Reimbursement Request. Applicant shall submit via hand delivery, facsimile, or regular mail, to Adams County an itemized Reimbursement Request for project costs that have been incurred as of the date of the request. Each Reimbursement Request shall contain the following: (1) copies of invoices and/or employee time sheets complete with a spreadsheet indicating hours worked, wages earned, and taxes and benefits paid for work related specifically to the Project; (2) documentation substantiating that the Applicant has paid for the costs for which it is requesting reimbursement, including but not limited to cancelled checks or proof of a wire transfer; and (3) a brief summary of the work completed to date.
  - d. Approval of Payment of Reimbursement Requests. The Adams County Open Space Program Manager shall approve or disapprove the amount of each Reimbursement Request within fifteen (15) days of receipt of a legible Reimbursement Request. Payment shall be made to Applicant by check or electronic fund transfer.
  - e. Disapproval of Reimbursement Request. If Adams County disapproves any amount or amounts in a Reimbursement Request, Adams County shall promptly notify Applicant of the reason therefore. Upon receipt of disapproval, Applicant and Adams County shall meet within one week to discuss what, if anything, the Applicant can do to obtain payment of the requested amount that was denied.
8. Signage. Applicant shall erect and maintain an Adams County Open Space Sign, which shall be provided by Adams County, in a prominent place on the Amalgamated Project site, unless the Amalgamated Project will not be open to the public.

9. Publicity. In all press releases regarding the Amalgamated Project, Applicant shall include the following statement: "This Project was funded in part with proceeds from the Adams County Open Space Sales Tax. The Adams County Open Space Sales Tax was passed by the Adams County voters in 1999, and reauthorized in November 2004, to be extended until December 31, 2026."
10. Miscellaneous Provisions.
- A. Good Faith. Both Parties have an obligation to act in good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.
  - B. Applicable Law. Colorado law applies to the interpretation and enforcement of this Agreement.
  - C. Time is of the essence. Time is of the essence in this Agreement.
  - D. Authority. The undersigned represents and warrants that he or she is duly authorized and has legal capacity to execute this agreement on behalf of the Applicant, that the Applicant's obligations in this Grant Agreement have been authorized, and that the Grant Agreement is a valid and legal agreement binding on the Applicant in accordance with its terms.
  - E. Survival. The terms and provisions of this Agreement and Applicant's obligations hereunder shall survive the funding of the Grant.
  - F. Entire Agreement. Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No changes to this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

The remainder of this page is left blank intentionally.

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

---

Chair

ATTEST:  
STAN MARTIN, CLERK

---

Deputy Clerk

APPROVED AS TO FORM:

---

County Attorney's Office

CITY OF WESTMINSTER, APPLICANT

---

By (signature)

---

Printed name

---

Title



# Adams County Open Space Modification Request Form

Revised 12/2011

Must be received by Adams County Open Space staff a minimum of 90 days prior to project due date.

Date of Request:	3/12/2018
Grantee Name:	City of Westminster
Project Name:	Big Dry Creek Signal / Trail Improve. / BDC Phase 2 Combined
Contact Person:	John Vann, Senior Landscape Architect
Phone Number:	(303) 658-2214
Email:	jvann@cityofwestminster.us
Project Due Date:	Dec 5, 2019

Previously Submitted Leverage Summary:		Proposed Revision to Leverage Summary:	
Grant Total:	\$1,729,553.70	Grant Total:	\$1,729,553.70
Total Project Costs:	\$2,788,135.40	Total Project Costs:	\$2,788,135.40
% of Funding Requested:	62.00%	% of Funding Requested:	62.00%

Please provide a description of the changes to the project as well as an explanation for the changes. Please provide specific details.

The City of Westminster respectfully requests the following modification(s) for two grants for the Big Dry Creek Trail Upgrade Phase 1 and 2 improvements; Grants # OSG2016-0005-A1 and OSG2017-0038.

1. Because of extremely advantageous pricing from our bid process, the City desires to include additional sections of trail improvements, and wayfinding signage between Sheridan Blvd. and Interstate 25. This section was bid as an alternate to a construction contract that utilizes funding from both of the aforementioned grants.

There will be no additional required funding on behalf of the County. This request is to allow an expanded scope of construction from what is described in the current agreements.

2. Additionally, County staff and the City believe that combining these two grants into one grant will make the billing and tracking process much easier on both staffs.

Following is a list of the segments and work to be added.

- Alternate # 4 - BDC Trail from 128<sup>th</sup> to Huron Street (10' concrete + 4' crusher fine side path) 1255 LF
- 8' concrete connection from 128th to Harmony Park Drive
- Wayfinding Signage from I-25 to Sheridan Blvd. - \$ 150,000.00



## Adams County Open Space Modification Request Form

Revised 12/2011

The Big Dry Creek Trail is a major backbone of our trail system, with interconnecting minor trails branching into many parts of the community and to our bike share stations. The inclusion of this work will allow the City to maximize the full amount of the grant awards for Big Dry Creek Trail Upgrade totaling \$1,400,000, and the Big Dry Creek Trail Upgrade Phase 2 project totaling \$ 329,554. By completing all of these trail sections at one time, the Big Dry Creek will be completely paved with 10 foot wide concrete from the edge of Standley Lake to I-25. Improved trails around Standley Lake are being coordinated with a new comprehensive master plan.

The BDC trail is a designated national recreation trail.

The City of Westminster includes the following statements in its strategic plan:

### **Ease of Mobility**

Westminster pursues multi-modal transportation options to ensure the community is convenient, accessible and connected by local and regional transportation options through planning, collaboration, advocacy and execution. Transportation objectives include walkability, bike friendly, drivability, and mass-transit options.

- Improve the walkability and bikeability of Westminster.
- Improve mass-transit options throughout Westminster.

### **Vibrant, Inclusive and Engaged Community**

Westminster provides options for an inclusive, demographically diverse citizenry in unique settings with community identity, ownership and sense of place, with easy access to amenities, shopping, employment and diverse integrated housing options. Members of the community are empowered to address community needs and important community issues through active involvement with city cultural, business and nonprofit groups.

- Advance strategies that demonstrate Westminster is a regional leader in providing affordable/workforce housing.
- Develop programs and strategies that build a unique sense of community in Westminster.
- Lead the development of cultural opportunities in Westminster.

Identify the distinct neighborhoods of Westminster and help them begin to work together, as neighbors, to grow the sense of place and community in their neighborhoods.

Are you also requesting an extension?

☐ Yes ☒ No

Requested Due Date:  
(No longer than 6 months) \_\_\_\_\_

Attach the following:

- ☒ Copy of original budget submitted with grant application
- ☒ Revised budget
- ☒ Copy of original timeline submitted with grant application




# Adams County Open Space Modification Request Form

Revised 12/2011

- ☒ Revised timeline
- ☒ Evidence of progress (Photos of project or in narrative above)

Prepared by:



Date: 5/3/2018

Print name:

John Vann

Title:

Senior Landscape Architect





# Adams County Open Space Project Budget Revised 12/2011

Date: 05/03/2018

Project Name: Big Dry Creek Signal / Trail Improve. / BDC Phase 2 Combining

Amount Requested: \$1,729,553.70

% Total Project Costs: 62

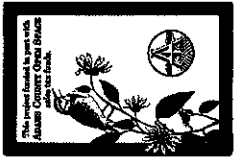
Description of Item/Expense	Grant Request	Previous ADCO Award	Applicant Match	Partner Match	In-Kind (funds/services to be provided by applicant or partner)	Total Project Costs
BDC Trail and Signal						
Construction Barrier fencing	\$1,190.27		\$309.73			\$1,500.00
Erosion and Sediment Control	\$29,360.09		\$7,639.91			\$37,000.00
Subgrade preparation for concrete trails	\$55,895.26		\$14,544.74			\$70,440.00
Excavation with respreading / compaction on-site	\$13,062.30		\$3,399.00			\$16,461.30
10' concrete trails with 4' gravel sidepath	\$883,491.80		\$229,897.20			\$1,113,389.00
8' concrete trails	\$197,109.33		\$51,290.67			\$248,400.00
ADA curb cuts / ramps at neighborhood connections	\$7,935.16		\$2,064.84			\$10,000.00



# Adams County Open Space Project Budget

Revised 12/2011

Description of Item/Expense	Grant Request	Previous ADCO Award	Applicant Match	Partner Match	In-Kind (funds/services to be provided by applicant or partner)	Total Project Costs
Wire span traffic signal and crossing, inc. electric	\$99,189.48		\$25,810.52			\$125,000.00
Trail signs - Big Dry Creek trailhead (in park)	\$5,951.37		\$1,548.63			\$7,500.00
Construct Open Space Fence	\$4,126.28		\$1,073.72			\$5,200.00
Concrete washout structures	\$4,761.09		\$1,238.91			\$6,000.00
Demolition of existing 8' wide concrete path	\$37,073.06		\$9,646.90			\$46,719.96
Native seeding and mulching	\$26,704.03		\$6,948.77			\$33,652.80
Professional Design Fees	\$34,150.48		\$8,886.46			\$43,036.94
LongsView Developer to Construct Trailhead, parking, and Concrete Trails within 8.5 acres of New Open Space (Park Development Fee)				\$364,728.00		\$364,728.00
BDC Trail upgrades Phase 2						
Construction barrier fencing	\$962.50		\$962.50			\$1,925.00
Excavation	\$5,500.00		\$5,500.00			\$11,000.00
Earthwork and subgrade preparation	\$21,312.50		\$21,312.50			\$42,625.00
Erosion Control and Sediment Control	\$3,300.00		\$3,300.00			\$6,600.00



# Adams County Open Space Project Budget

Revised 12/2011

Description of Item/Expense	Grant Request	Previous ADCO Award	Applicant Match	Partner Match	In-Kind (funds/services to be provided by applicant or partner)	Total Project Costs
10' Concrete trails with Fiber Mesh, 4' aggregate sidepath	\$258,250.00		\$258,250.00			\$516,500.00
Native Seeding and Mulching	\$6,642.10		\$6,642.10			\$13,284.20
Concrete Washout Structure	\$825.00		\$825.00			\$1,650.00
Soil Preparation	\$3,399.00		\$3,399.00			\$6,798.00
Misc. Silt Fence	\$1,650.00		\$1,650.00			\$3,300.00
Professional Fees	\$1,375.00		\$1,375.00			\$2,750.00
8' wide concrete path connection	\$1,337.60		\$1,337.60			\$2,675.20
Shoreline Stabilization	\$25,000.00		\$25,000.00			\$50,000.00
<b>Budget Total</b>	<b>\$1,729,553.70</b>		<b>\$693,853.70</b>	<b>\$364,728.00</b>		<b>\$2,788,135.40</b>



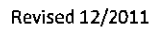
# Adams County Open Space Project Timeline

Revised 12/2011

Project Name: BIG DRY CREEK TRAIL UPGRADE - OSG2016-00005

Date: 05/02/2018

Description of Task	May 2016	June 2016	July 2016	August 2016	September 2016	October 2016	November 2016	December 2016	January 2017	February 2017	March 2017	April 2017
Apply for Grant	X											
Research Property Ownership	X	X										
Research Cost		X	X									
Produce Cost Estimate				X								
Develop Design for Trail Connection				X	X	X						
Re-Apply for Extension for Construction							X					
Re-research property ownership and meet with owners								X	X	X	X	X

2



# Adams County Open Space Project Timeline

Revised 12/2011

Description of Task	May 2018	June 2018	July 2018	August 2018	September 2018	October 2018	November 2018						
Construction	X	X	X	X	X								
Bid and Install Wayfinding (to be added in upcoming modification request)			X			X							
Request Reimbursement						X	X						



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 19, 2018
<b>SUBJECT:</b> Urban County and HOME Consortia Recertification
<b>FROM:</b> Kristin Sullivan, Community and Economic Development Director
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>HEARD AT STUDY SESSION ON:</b> May 29, 2018
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> Board to approve recertification of the Urban County and HOME Consortia Intergovernmental Agreements (IGA) in order to participate and utilize U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds.

### **BACKGROUND:**

As part of the County's eligibility to receive Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds from HUD, the County is designated by HUD as an Urban County, which administers CDBG funds for the Town of Bennett, unincorporated Adams County and the cities of Brighton, Federal Heights and Northglenn. With respect to HOME funds, the County is designated as a Participating Jurisdiction for a HOME Consortia which administers HOME funds for the Urban County as well as the cities of Thornton and Westminster. Intergovernmental Agreements (IGA) are currently in place for the Urban County and HOME Consortia; however, HUD requires a recertification every three (3) years. The last recertification period was in 2015 and ends June 30, 2019. The County must now recertify in order to participate for the next qualification period (Federal Fiscal Years - 2019, 2020 and 2021).

Under the existing Urban County IGA, the Urban County can automatically renew for successive qualification periods; however, HUD must receive Board and City Resolutions to continue participating in the Urban County by July 12, 2018. The respective Urban County jurisdictions have provided approved Resolutions to continue participation. To continue receiving HOME funds, the HOME Consortia must enter into a new IGA (attached), which will subsequently be submitted to HUD for its consideration by June 30, 2018. The respective HOME Consortia jurisdictions have provided approved Resolutions of the new IGA and authorization to continue participation in the HOME Consortia.

Staff presented and discussed the program recertifications with the Board on May 29, 2018.

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

County Attorney's Office

**ATTACHED DOCUMENTS:**

Urban County IGA (applicable for each jurisdiction)

HOME Consortia IGA (applicable for each jurisdiction)

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:			
<b>Total Revenues:</b>			

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

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 URBAN COUNTY AND HOME CONSORTIA  
INTERGOVERNMENTAL AGREEMENTS AND RECERTIFICATION FOR FEDERAL  
FISCAL YEARS 2019, 2020, AND 2021

Resolution 2018-

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has designated Adams County (County) as an Urban Entitlement County under the Community Development Block Grant (CDBG) Program; and,

WHEREAS, HUD has designated the County as a Participating Jurisdiction under the HOME Investment Partnerships (HOME) Program; and,

WHEREAS, the Urban County members consist of unincorporated Adams County, Town of Bennett, and cities of Brighton, Northglenn, and Federal Heights; and,

WHEREAS, the HOME Consortia members consist of the Urban County areas and cities of Thornton and Westminster; and,

WHEREAS, Adams County has been receiving CDBG funds since 1986 and HOME funds since 1992; and,

WHEREAS, in 2015, Adams County entered into an Urban County Intergovernmental Agreement (IGA) with Urban County members for the conduct of CDBG projects that benefit residents of the Urban County areas, for federal fiscal years 2016, 2017, and 2018; and,

WHEREAS, the 2015 Urban County IGA includes automatic renewal provisions and shall automatically renew for successive three (3) years unless the County or an Urban County member provides written notice that it elects to not participate in a new qualification period; and,

WHEREAS, in 2015, Adams County entered into the HOME Consortia IGA (without automatic renewal provisions) with the HOME Consortia members for the conduct of the HOME Program, which benefits residents of the Urban County and HOME Consortia areas, for federal fiscal years 2016, 2017, and 2018; and,

WHEREAS, Adams County has prepared its 2019, 2020, and 2021 HOME Consortia IGA for the administration of HOME funds with HOME Consortia members; and,

WHEREAS, after HUD approval, the County will be designated as an Urban County and HOME Consortia and will be eligible to receive funds for federal fiscal years 2019, 2020, and 2021; and,

WHEREAS, Adams County has satisfied the requirements in accordance with the County's Citizen Participation Plan.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Urban County and HOME Consortia Intergovernmental Agreements and certifications, copies of which are attached hereto, are hereby approved.

BE IT FURTHER RESOLVED, that the County recertifies its participation in the Urban County and HOME Consortia for federal fiscal years 2019, 2020, and 2021.

BE IT FURTHER RESOLVED, that the Chair is authorized to sign said Agreements and Certifications.

BE IT FURTHER RESOLVED, that the Director of the Community and Economic Development Department and the Community Development & Long Range Planning Manager are hereby authorized to sign necessary non-contractual documents to carry out the ongoing activities of the CDBG and HOME programs.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the sufficiency of which is hereby acknowledged, the COUNTY and the CITY agree as follows:

### I. TERM OF THE AGREEMENT

This Agreement covers the CDBG Entitlement program. The three Federal fiscal years covered by the urban county qualification period is FY 2016 to FY 2018. The initial term of this Agreement shall be for three (3) program years, beginning **March 1, 2016**, ending **February 28, 2019**. Funding for this Agreement is based on Federal fiscal years, which begin October 1<sup>st</sup> and end September 30<sup>th</sup> of the following year.

This Agreement shall automatically be renewed for an additional three (3) year term unless either party provides written notice that it elects not to participate in a new qualification period. The automatic renewal provision also requires that entities will adopt all amendments and failure to comply will void the automatic renewal for such qualification period. By the date specified in HUD's Urban County qualification notice for the next qualification period, the COUNTY shall provide notice to the CITY of its right not to participate in the additional term, pursuant to applicable HUD regulations. Any changes to this Agreement required pursuant to HUD's Urban County Qualification Notice shall be made by written amendment to this Agreement, which shall be mutually agreed upon and executed by both Parties hereto and submitted to HUD.

This Agreement shall remain in effect until the CDBG funds and Program Income ("PI") received with respect to activities carried out during the three-year qualification period and any applicable successive qualification periods pursuant to renewals of the Agreement are expended and the funded activities completed, and the COUNTY and the CITY cannot terminate or withdraw from the Agreement while it remains in effect.

### II. RESPONSIBILITIES OF THE CITY

- A. **City and County Cooperation.** The CITY will cooperate and work with the COUNTY in the preparation of detailed projects and other activities to be conducted or performed within the CITY during the Federal fiscal years during which this Agreement is in effect. The CITY will also cooperate with the COUNTY, and the COUNTY will cooperate with the CITY, to undertake or assist in undertaking community renewal and lower income housing assistance activities, specifically urban renewal and publicly-assisted housing. The finalized projects and activities will be included in the COUNTY's AAP when required, annually. The CITY understands and agrees, however, that the COUNTY shall have final responsibility for the selection of all projects and activities to be included in the grant requests and the submission of requests. The CITY shall cooperate fully with the COUNTY in all CDBG Program efforts planned and performed hereunder and does hereby allow and permit the COUNTY to undertake or assist in undertaking essential community development and housing assistance activities within the CITY as may be approved and authorized in the COUNTY's CDBG Plans, Agreements and/or Contracts, including the AAP, when required.
- B. **Delegation of Administrative and Supervisory Control.** The CITY acknowledges that the COUNTY is ultimately responsible to HUD for the supervision and administration of any funds received by the Urban County or Participating Jurisdiction under the CDBG Program. However,

the COUNTY pursuant to §§ 29-3-101 to 123, §§ 30-11-101 to 107; §§ 30-20-301 to 310; and §§ 30-20-401 to 422, Colorado Revised Statutes (C.R.S.), as amended; and

WHEREAS, it is recognized that the COUNTY does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of the CITY and, therefore, its ability to conduct the CDBG Program in the CITY is limited. Accordingly, in order for the CITY to be considered a part of the Urban County and be included in the County's annual requests to HUD for CDBG Program funds, CDBG regulations require that the CITY and the COUNTY enter into a cooperation agreement wherein the CITY authorizes and agrees to cooperate with the COUNTY to undertake or to assist in the undertaking of community renewal and lower-income housing assistance activities, essential community development and housing assistance activities within the boundaries of the CITY, as may be approved and authorized in the COUNTY's annual grant agreements with HUD; and

WHEREAS, the CITY also recognizes and understands that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.'

WHEREAS, pursuant to Colo. Const. art. XIV, § 18 and § 29-1-203, C.R.S., as amended, the COUNTY and the CITY are expressly authorized to cooperate and contract with each other for any function, service, or facility lawfully authorized to each; and

WHEREAS, the COUNTY and CITY have determined that it would be mutually beneficial and in the public interest to enter into this Agreement.

**[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]**

to the extent authorized by law, the COUNTY hereby delegates to the CITY responsibility for the supervision, administration, and expenditure of any funds it is allocated pursuant to this Agreement. The CITY hereby expressly agrees to independently supervise, administer, and spend such funds in compliance with this Agreement, CDBG Regulations, and the AAP.

- C. **Subrecipient Agreements.** Pursuant to CDBG Regulations, as published in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.501(b), the CITY is subject to the same requirements applicable to "subrecipients," including the requirement of a written agreement as set forth in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.503. This Agreement shall be used as the subrecipient agreement for each of the individual projects approved during the time this Agreement is in effect. Additionally, the COUNTY shall use Sub-recipient Agreements for all projects administered on behalf of the CITY and shall notify the CITY of individual project and/or Activity COUNTY approvals. The Agreements may contain the Project Name, Project Purpose, Scope of Service, Project Description, Performance Measures, Staffing and Description of System Delivery, Project Budget, Time of Performance, Reporting Requirements, Labor Standards requirements (if any), Environmental Review Requirements and other Financial Information. This Agreement shall govern such elements as PI, Reversion of Assets, Records, Reports and Asset Management.
- D. **Project Timelines.** The CITY shall submit to the COUNTY, no less frequent than annually, formal CITY proposals, including a timeline and budget for each project or activity. The timeline shall specify the length of time needed for each phase through the completion of the project or activity. The CITY shall comply and/or require its contractors and/or sub-contractors to comply with the timelines submitted and the CITY shall allocate the funds received hereunder accordingly. The CITY understands that failure to comply with the timelines may result in cancellation of a project or activity and/or the loss of CDBG funding, unless the COUNTY determines that extenuating circumstances beyond the CITY's control exist, permitting the project to proceed and be completed in a reasonable time. The timeline for a project or activity shall commence when the COUNTY provides written notification to the CITY of proposal/project/activity approval and authorization by the COUNTY and/or HUD and a fully executed Agreement. Unobligated or unexpended funds not used by the CITY shall be transferred to the allocation formula for redistribution. The COUNTY will review all CDBG projects and activities to determine whether they are being carried out in a timely manner as required by CDBG Regulations, 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.902.
- E. **Payment Process.**
1. **Applications for Funding.** Before the COUNTY distributes any funds to the CITY under this Agreement, the CITY shall submit to the COUNTY Community Development Division an application for funding, which shall be in the form and format specified by the COUNTY and in compliance with HUD regulations.
  2. **Contract Project Agreement Payments.**
    - a. **Payment and Reimbursement Procedures.** In order to receive payments or expense reimbursements under this Agreement, the CITY shall submit to the COUNTY's Community Development Division a request for payment with appropriate documentation (invoices, billings, etc.) specifying the items or services for which payment is being requested. Payments for eligible expenses or reimbursements shall be made against the line item budgets specified in the Agreements and in accordance with

performance thereof. The COUNTY shall process requests for payments or reimbursements within thirty (30) business days and shall forward payments to the CITY, or the appropriate contractor or vendor as identified through a fully executed Agreement or Contract with the CITY, immediately upon the approval of the request. Reimbursements may be delayed for monitoring of activities and/or submission of incomplete documentation.

**b. Indirect Costs.** If indirect costs are charged, the CITY will develop an indirect cost allocation plan for determining the appropriate CDBG share of administrative costs and shall submit such plan to the COUNTY for approval.

**F. Non-Appropriation Clauses.** The CITY agrees that every contract to which it is a party involving the use of CDBG funds allocated hereunder shall include a non-appropriation clause. Such clause shall state that the funding therefore is contingent upon the continuing allocation and availability of CDBG funding and not upon the availability of COUNTY General funds.

**1. Accounting Standards.** The CITY's financial management system shall be in compliance with the standards specified in OMB Circular A-87. In addition, the CITY shall comply with OMB Circular A-110, Attachment F, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

**H. Expenditure Restrictions.** All CDBG funds approved by HUD for expenditure under the COUNTY's Grant Agreement, including those that are identified for CITY projects and activities, shall be allocated to the specific projects and activities described and listed in the CITY's proposal for funding, Agreements, and Contracts; such funds shall be used for no other purposes. No project, activity, or the amount allocated to a given project or activity may be changed without the written concurrence of the COUNTY and/or HUD, as required.

**I. Additional Spending Limitations.** The CITY agrees that no more than two-and-one-half percent (2.5%) of the total funds it receives hereunder shall be used for eligible planning, urban environmental design, and policy-planning-management-capacity building activities, upon formal application and , as defined in under the CDBG Regulations, 24 C.F.R. Subtitle B, Volume 3, Chapter V, Part 570.205. The CITY understands that if more than two-and-one-half percent (2.5%) of the funds are otherwise used, the COUNTY may be penalized and the CITY shall be required by HUD to reimburse any amounts wrongfully expended in excess of the two-and-one-half percent (2.5%) limit. The CITY further agrees that no more that fifteen percent (15%) of its annual allocation hereunder may be spent on community service activities, pursuant to the CDBG Regulations, 24 C.F.R. Chapter 3, Subtitle B, Chapter V, Part 570.201(e).

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If the CITY wishes to conduct a project or activity that would be in excess of either the two and one-half percent (2.5%) limit or the fifteen (15%) limit, it shall first submit to the COUNTY a written request for a waiver prior to the submission of its project or activity application. The CITY understands and agrees that the COUNTY may or may not grant a waiver request regarding these activity limits and that the COUNTY shall have final responsibility for the selection of all projects and activities.

The CITY understands that, by executing the CDBG cooperation agreement, the included unit of general local government understands that it: (1) May not apply for grants from appropriations

under the State CDBG Program for fiscal years during the period in which it participates in the urban County's CDBG program; and (2) May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments; and (3) May receive a formula allocation under the ESG Program only through the urban county. .

J. **Cost Overruns.** The CITY shall be solely responsible for any financial liability or costs incurred as the result of cost overruns associated with projects or activities within its jurisdiction for which it receives funding under this Agreement.

K. **Requests for Additional Funding.** Pursuant to CDBG Regulations, 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.504, the CITY shall fully expend all CDBG Program funds for the project or activities identified in the applicable Agreement prior to requesting any additional funding from the COUNTY. If the CITY terminates its participation in the Urban County, any CDBG Program funds received by the CITY thereafter shall be returned to the COUNTY, unless the CITY has become an "Entitlement Grantee" and the COUNTY agrees to permit the use of the funds by the CITY solely for the purposes permitted under the CDBG Regulations governing Entitlement Grantee Programs.

L. **Bonds.** The CITY shall be solely responsible for procuring from its contractors and/or subcontractors bid guarantees and performance and payment bonds as required by Federal and State law. Pursuant to OMB Circular A-110, Attachment B and Attachment O, Par. 4.C, bid guarantees in the amount of five percent (5%) of the contract price are required for contracts in the amount of one hundred thousand dollars (\$100,000) or more. Performance and payment bonds in the amount of one hundred percent (100%) of the contract price are also required. Such bonds must be issued by corporate sureties approved by the CITY, licensed to do business in the State of Colorado, and may only be released upon the written approval of the CITY.

M. **Insurance.** The CITY shall be solely responsible for requiring its contractors and/or subcontractors to provide adequate insurance as required by Federal or State law and as appropriate for all projects and activities for which the CITY receives funding under this Agreement. The insurance required of the CITY's contractors and/or subcontractors may include, but not be limited to, commercial general liability insurance, automobile insurance, workers' compensation insurance, professional liability insurance, and unemployment insurance. All insurance policies must list both the CITY and the COUNTY as "Additional Insureds."

In the event that the CITY fails to require its contractors and/or subcontractors to acquire and maintain adequate insurance as required herein, the CITY shall, to the extent allowed by law, indemnify the COUNTY for any liability incurred as the result of such failure. The CITY shall cure or cause to be cured such failure within ten (10) business days after having received written notice from the COUNTY of the failure. If the insurance requirement(s) are not met and/or cured within ten (10) business days, the COUNTY may immediately suspend, discontinue, or terminate this Agreement and any program or activity allocations made hereunder.

N. **City as Independent Contractor.** The CITY shall be responsible for the direct day-to-day supervision and administration of the projects and activities for which it receives funding under this Agreement. As such, the CITY shall be deemed to be acting as an independent contractor and not as an employee of the COUNTY. The CITY shall be solely and entirely responsible for its acts and omissions, and the acts and omissions of its elected officials, employees, servants,



contractors, and subcontractors during the term and performance of this Agreement. No elected official, employee, servant, contractor, or subcontractor of the CITY shall be deemed to be an employee, servant, contractor, or subcontractor of the COUNTY because of the performance of any services or work under this Agreement. The CITY, at its expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as applicable and/or required by law. Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the CITY understands that it and its elected officials, employees, and agents are not entitled to workers' compensation benefits from the COUNTY. The CITY further understands that it is solely obligated for the payment of Federal and State income tax on any moneys earned pursuant to this Agreement, as applicable.

- O. Assurances and Certifications. The CITY agrees to comply with the HUD Assurances and Certifications contained in the document attached hereto and incorporated herein by this reference as Exhibit 1.
- P. Excessive Force. The CITY has adopted and is enforcing:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;
  2. A policy enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- Q. Record Retention. The CITY shall maintain records and accounts of the funds it receives hereunder in accordance with accepted accounting procedures and any applicable Federal and State laws and regulations. The CITY will provide full access to these records to the COUNTY, the Secretary of HUD or the Secretary's designee, the Office of Inspector General, and/or the General Accounting Office, so that compliance may be confirmed regarding the expenditure of funds pursuant to this Agreement. The CITY further agrees to provide the COUNTY, upon request, a copy of any audit records pertaining to the CITY's CDBG Program operations during the term of this Agreement. The CITY shall retain all records pertaining to this Agreement for a period of ten (10) Federal fiscal years following the termination of this Agreement.
- R. Termination Asset Management. If the CITY terminates its participation in the Urban County CDBG Program, any assets acquired under this Agreement or from CDBG Program funding shall be managed or disposed of in accordance with 24 C.F.R. Volume 1, Subtitle A, Part 85 and any other applicable HUD and/or Federal regulations.
- S. Compliance With Local Laws. All responsibilities of the CITY enumerated herein shall be subject to applicable State statutes and regulations and CITY ordinances, resolutions, and rules and regulations insofar as they apply to projects or activities located within the CITY.

### III. RESPONSIBILITIES OF THE COUNTY

- A. Administrative Oversight. The COUNTY, as a designated Urban County and Participating Jurisdiction, is ultimately responsible for the administrative oversight and supervision of all funds allocated to the CITY hereunder. As such, it is responsible for ensuring that all funds allocated to the CITY are expended in accordance with the AAP, all Agreements and/or Contracts, and all

applicable Federal, State, and local laws, ordinances, resolutions, regulations, and laws pertaining to this Agreement. It is the intent of the COUNTY to exercise only that degree of administrative and supervisory control concerning CITY projects and activities as necessary to comply with such requirements and in accordance with the provisions of this Agreement.

**B. Distribution of Funds.** The distribution of CDBG funds between the COUNTY and the CITY shall be determined as follows:

1. **Administrative Allocation.** The COUNTY shall retain seventeen-and-one-half percent (17.5%) of the total CDBG Program funds allocated to the COUNTY for the purpose of general oversight, management, coordination and related costs. The expenditure of these funds shall be within the sole discretion of the COUNTY for the aforementioned purposes.

In the event the CITY does not have appropriate planning activities for any given Federal fiscal year, the COUNTY shall retain the two-and-one-half percent (2 1/2%) Administrative funds for Program operations within the COUNTY Community Development Division.

2. **Allocations to Jurisdictions.** The funds remaining after the subtraction of the administrative allowance outlined above shall be made available to the respective jurisdictions based on an analysis of the percentage that each jurisdiction's population and low income population represents in comparison of the total population of the Urban County. This formula will reflect the information provided in the most recent decennial United States Census.
3. **Application Compliance.** All applications for funds must comply with all applicable Federal laws and regulations before any funds may be distributed.
4. **Benefit to Low and Moderate Income Residents.** CDBG National Objectives require that at least seventy (70%) of CDBG funds utilized must principally benefit low-to-moderate-income residents. The COUNTY and the CITY agree to utilize their CDBG Program allocations each year in accordance with CDBG Program National Objective requirements by allocating at least seventy (70%) percent of their funds toward projects or activities that principally benefit low-to-moderate income residents. In preparing applications for funding, the CITY shall also take into consideration provisions for the elimination of slums or blight and provisions to meet urgent community development needs that are a threat to public health and safety and have become known or serious within the last eighteen (18) months, which are also part of the CDBG Program National Objectives.
5. **Community Service Activities Spending Cap.** The CITY agrees that no more than fifteen percent (15%) of its annual allocation hereunder may be spent on community service activities, pursuant to CDBG Regulations, 24 C.F.R. Chapter 3, Subtitle B, Chapter V, Part 570.201(e). No carry-over of community service activities will be allowed. Community service activities funds not fully expended within the specified timeframe must be recaptured and reprogrammed as part of the next annual funding cycle.
6. **Reallocation of Funds.** Should any one participating CITY be unable for any reason to spend its allocated funds within the timeframes needed for reporting and timeliness, Urban County participants will be notified of the unspent allocation and allowed to propose a project or program that could use those funds quickly and efficiently. Proposals must demonstrate the ability of that project or program to use the funds in a timely manner, as deemed by the

COUNTY. Such proposals would be considered and voted upon by the County and all participating jurisdictions. A majority vote would decide distribution of these unspent funds. A record of these distributions will be kept by the County for the County and all participating jurisdictions to review when deciding future allocations to ensure that no single member is receiving the greatest benefit of CDBG funding.

If, for any reason, the Participating CITY cannot comply with any applicable Federal laws and regulations, the funds for which the Participating CITY was eligible under this Agreement shall not be paid to that CITY and shall be reallocated as described above.

7. **Non-Use of Funds.** Parties agree the CITY may elect not to apply for the funds for which it is eligible, in which case such funds shall be reallocated as described under the reallocation section above.

#### IV. MUTUAL RESPONSIBILITIES

- A. **Compliance With Federal Laws and Regulations.** The PARTIES shall take all actions to do all things that are appropriate and required to comply with the applicable provisions of the grant agreements received from HUD by the COUNTY in which the CITY is included. These include but are not limited to: the Act, as most recently amended, including all associated regulations, rules, guidelines, and circulars promulgated by the Federal departments, agencies, and commissions relating to the CDBG Program; the Davis-Bacon Act, as applicable; Section 3, as applicable; Minority-Owned Businesses/Women-Owned Businesses, as applicable; the Contract Work Hours and Safety Standards Act; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; the Housing and Community Development Act of 1974; The Fair Housing Act; the Uniform Federal Accessibility Standards (UFAS); the Americans With Disabilities Act (ADA); and the Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended, and any associated regulations and rules. Additionally, in accordance with 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570, no employee, official, agent or consultant of the CITY shall exercise any function or responsibility in which a conflict of interest, real or apparent, would arise. The PARTIES shall take all actions necessary to assure compliance with the COUNTY's Urban County certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.
- B. **Governmental Immunity.** The COUNTY and the CITY are "Public Entities" as defined under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended. Nothing in this Agreement shall be construed to waive or in any manner limit any of the protections or immunities afforded thereunder.
- C. **Fair Housing.** The COUNTY is prohibited from funding activities that do not comply with HUD's policies and regulations concerning fair housing. The CITY agrees not to take any actions pursuant to funding it receives under this Agreement that would result in the COUNTY being in noncompliance with its Fair Housing Certification. The CITY acknowledges that noncompliance by the CITY may constitute noncompliance by the COUNTY, which may provide cause for funding sanctions or other remedial actions by HUD. Urban County funding shall not be used for activities in, or in support of, any locality that does not affirmatively further fair housing

within its own jurisdiction or that impedes the COUNTY's actions to comply with the County's Fair Housing Certification.

- D. Reporting.** The CITY will file all reports and other information necessary to comply with applicable Federal laws and regulations as required by the COUNTY and HUD. This includes providing to the COUNTY information necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER) in a timely fashion. Requirements will be specified in individual Agreements and/or Contracts. The COUNTY shall be responsible for confirming the compliance of CITY projects with applicable Federal laws and regulations. The COUNTY shall further be responsible for maintaining proper documentation of the COUNTY's administrative expenses and for determining that all necessary reports and information are filed with HUD and other applicable Federal agencies in a timely fashion.
- 1. Support of Nonprofit Organizations.** The COUNTY recognizes nonprofit organizations as being valuable partners in addressing the needs of low and moderate-income citizens. The CITY is encouraged to provide financial support utilizing its General funds, CDBG funds, and other available funds to support nonprofit organizations that serve low-income residents within the Urban County and/or the CITY. CDBG funds are limited to fifteen percent (15%) annually for community service activities. CDBG funds should supplement activities above and beyond what local CITY funds normally support; they are not meant to displace use of local support.
- 2. Termination.** This Agreement may only be terminated as provided herein or as otherwise provided by Federal, State, or local law, ordinance, resolution, regulation, or rule.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the COUNTY and the CITY have duly executed this Agreement, which shall become effective as of the latest date written below.

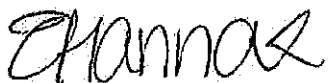
**BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO**

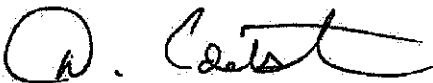
  
\_\_\_\_\_  
Charles Tedesco, Chairman

August 11, 2015  
\_\_\_\_\_  
Date

ATTEST:  
Stan Martin  
CLERK AND RECORDER

APPROVED AS TO FORM:

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

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

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**CITY OF FEDERAL HEIGHTS  
ADAMS COUNTY, COLORADO**

  
\_\_\_\_\_  
Joyce Thomas, Mayor


8/15/2015  
\_\_\_\_\_  
Date

---

ATTEST:  
CITY OF FEDERAL HEIGHTS

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Patti K. Lowell, CMC, City Clerk

  
\_\_\_\_\_  
William Hayashi, City Attorney

**EXHIBIT 1**  
**CERTIFICATIONS**

**The CITY certifies that:**

- a. It possesses legal authority to make a grant request, and to execute a community development and housing program, and to contract with Adams County for such assistance.
- b. The CITY governing body will duly adopt or pass as an official act, a resolution, motion or similar action authorizing the person identified as the Official Representative of the CITY to submit CITY funding proposals and all understandings and assurances contained therein, and directing and authorizing the person identified as the Official Representative of the CITY to act in connection with the submission of proposals and to provide such additional information as may be required.
- c. As part of the COUNTY's Citizen Participation Plan, the CITY will hold a public hearing at least ten (10) days prior to submitting funding proposals to the COUNTY and will:
  1. Provide citizens with estimated amounts of CDBG funds proposed to be used for activities that will benefit persons of low and moderate-income; and
  2. The CITY will prepare proposals of community development on the projected use of funds in accordance with Section 570.301(a) (3).
- d. CDBG funds/projects/programs will be conducted and administered in compliance with:
  1. Title VI of the Civil Rights Act of 1964 (Pub.L. 88-352; 2 U.S.C. § 2000d *et seq.*);
  2. Title VIII of the Civil Rights Act of 1968 (Pub.L. 90-284; 42 U.S.C. § 3601 *et seq.*); and
  3. Federal Fair Housing Requirements.
- e. The CITY will develop proposals of projected use of funds in which at least seventy percent (70%) of the funds are utilized on activities or projects that principally benefit low and moderate-income families. Remaining funds may be used on activities or projects that address other National Objectives, in compliance with HUD requirements, including activities or projects that eliminate slum or blight, as identified in a HUD-approved Slum/Blight Plan, or projects that meet an urgent need, as defined by HUD;
- f. The CITY will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 206 of the Act or with amounts resulting from guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
  1. Funds received under Section 108 of the Act are used to pay the proportion of such fee or assessment that related to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
  2. For purposes of assessing any amount against properties owned and occupied by persons of moderate-income, the CITY certifies to the Secretary that it lacks sufficient funds received under Section 108 of the Act to comply with the requirements of subparagraph (1) above.
- g. When appropriate for CITY projects, notifications, inspections, testing, and abatement procedures concerning lead-based paint will comply with Section 570.608.
- h. The CITY will comply with the other provisions of the Act and with other applicable laws.
- i. The CITY agrees to administer, in good faith, a policy designed to ensure that the activities and facilities are free from illegal use, possession, or distribution of drugs and alcohol by its beneficiaries and is in compliance with drug-free work place policies.



**INTERGOVERNMENTAL AGREEMENT**  
**HOME INVESTMENT PARTNERSHIPS PROGRAM**  
**CONSORTIUM - [INSERT JURISDICTION]**

THIS INTERGOVERNMENTAL AGREEMENT (HEREAFTER, "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, between the BOARD OF COUNTY COMMISSIONERS, COUNTY OF ADAMS (HEREAFTER "COUNTY"), a political subdivision of the STATE of COLORADO, located at 4430 South Adams County Parkway, Brighton, Colorado, 80601-8205, and the [INSERT JURISDICTION] (HEREAFTER "CITY"), a home-rule municipality, located at [INSERT ADDRESS]. The COUNTY and the CITY may be referred to collectively as "Parties," and individually as "Party."

**RECITALS**

**WHEREAS**, the United States Government, through the National Affordable Housing Act of 1990 (the "ACT"), has established the HOME Investment Partnerships Act Program ("HOME"), administered through the U.S. Department of Housing and Urban Development ("HUD") and has designated Adams County as a Participating Jurisdiction ("PJ") to administer such Federal funds, subject to certain conditions, for the purpose of expansion and rehabilitation of the supply of decent, safe, sanitary, and affordable housing and to strengthen partnerships among all levels of government and the private sector; and

**WHEREAS**, 24 Code of Federal Regulations (CFR), 92.101 Consortia of the ACT provides that a consortium of geographically contiguous units of general local government can be considered to be a unit of general local government for the purposes of receiving an allocation and participation in the HOME program, and a determination has been made by HUD that the CITY and COUNTY are geographically contiguous and are eligible to participate in a HOME Consortium; and

**WHEREAS**, HUD rules and regulations governing HOME funds, as published in 24 CFR, Part 92 ("HOME Regulations"), provide that a county is eligible to receive HOME funds as a "Participating Jurisdiction," as defined therein, and must submit to HUD an annual request for funding in the form of an Annual Action Plan ("AAP"). The cities and units of local government within a county may be included in the Participating Jurisdiction by intergovernmental or cooperative agreement and may thereby be included in the Participating Jurisdiction's HOME program; and

**WHEREAS**, the CITY and COUNTY recognize the need to address the community issues of homelessness, deteriorating housing stock, increase the supply of permanent affordable housing for lower-income households, and affordable and supportive housing for persons and families residing or wishing to reside in the CITY and have determined that it will be mutually beneficial and in the public interest to enter into an Intergovernmental Agreement regarding participation in HOME Consortium; and

**WHEREAS**, the CITY desires to enter into an Intergovernmental Agreement with the COUNTY to participate in a consortium for the purpose of using HOME funds in the city, as authorized by Title II of the ACT to enhance cooperation between jurisdictions and to maximize the use of resources available by local governments to affect the housing-related problems of lower-income persons; and



**WHEREAS**, the COUNTY has elected to administer such Federal funds for its HOME Consortium through the Adams County Community Development Division; and

**WHEREAS**, the CITY and COUNTY are authorized to enter into cooperative agreements pursuant to the Colorado Constitution, Article XIV, § 18, and § 29-1-203, CRS; and

**WHEREAS**, the CITY will remain its own Entitlement for the direct receipt and administration of Community Development Block Grant ("CDBG") funds from HUD; and,

**WHEREAS**, this Intergovernmental Agreement is intended to fully supersede and replace the previous Agreement between the Parties.

**NOW THEREFORE**, in consideration of the promises and the cooperative actions contemplated hereunder, the CITY and COUNTY agree as follows:

#### **I. GENERAL PROVISIONS**

**A. CITY and COUNTY Cooperation.** The CITY and COUNTY will cooperate on the HOME projects and activities conducted with the CITY's HOME funding allocation during the Federal Program Years identified in this Agreement.

**B. Representative Appointment.** The COUNTY is designated as the "Lead Entity" of the Adams County HOME Consortium ("Consortium") and will act in the representative capacity for all member units of general local government for the purposes of HOME per 24 CFR Part 92. As the Lead Entity, the COUNTY may add new members to the Consortium at qualification periods.

**C. Program Year/Term of Agreement.** The Parties agree that beginning with Program Year ("PY") 2019, the HOME Consortium PY start date shall be July 1, 2019 and the PY end date will be June 30, 2020. The three federal fiscal years for which the Consortium is receiving HOME funding is FY 2019 to FY 2021. Both the CITY and COUNTY agree that the duration of this Agreement shall cover funding for HOME PYs 2019, 2020, 2021, beginning on July 1, 2019 and ending on June 30, 2022. No Consortium member may withdraw from the Consortium while the Agreement is in effect. The Agreement remains in effect until the expenditures of HOME PYs 2019, 2020 and 2021 funds for eligible activities and all HOME funds are closed out in HUD's Integrated Disbursement and Information System ("IDIS"), pursuant to 24 CFR 92.507.

**D. IGA Renewal and Amendments.** The COUNTY and the CITY can renew this agreement for any successive qualification periods. Each such period will last for three federal fiscal years. The County shall notify the CITY in writing by the date specified in HUD's most current Consortia Designation Notice or HOME Consortia web page of the CITY's right to decide whether to continue to participate in the Consortium for the next qualification period. The COUNTY shall send a copy of the written notification provided to the CITY to the HUD field office. The CITY will respond with its decision whether to renew its participation in the Consortium for the next qualification period through a signed City Council resolution; this will be provided to the COUNTY at least 15 days prior to the COUNTY's deadline to notify HUD of the Consortium participants for the new qualification period.

Any programmatic, administrative, or operational changes to this Agreement shall be made by written amendment to this Agreement, which shall be mutually agreed upon and executed by both the CITY and COUNTY. Amendments shall be made pursuant to HUD's most current Consortia Designation Notice.

**E. Distribution of Funds.** The allocation of HOME funds earmarked for the CITY shall be determined by HUD through the HOME Consortia Participating Members Percentage Report (also called the Consortia Share Report) that is posted on HUD's website. The CITY shall determine how the CITY's HOME allocation will be used on an annual basis and this will be authorized through the passing of a City Council Resolution.

The COUNTY will retain up to ten percent (10%) of the total HOME annual allocation of the Consortium for program administration and other expenses related to program operations, in accordance with HUD regulations. The COUNTY will notify the CITY of its Total Gross HOME allocation, which will identify the breakdown of Administration set-aside for the COUNTY and the CITY's net allocation of HOME funds. Such allocations shall not be modified or withdrawn unless mutually agreed upon in writing by both parties.

**F. Program Income.** Should any CITY HOME-funded projects generate Program Income ("PI"), the Parties agree that the income shall go towards CITY HOME-funded projects and/or be used specifically for CITY residents through other approved HOME-funded projects, unless such projects are unavailable and HUD commitment and/or expenditure deadlines are threatened. The CITY agrees and understands that ten percent (10%) of all PI received from CITY HOME-funded projects shall be retained by the COUNTY for program administration costs. The PI will be calculated in accordance with 24 CFR, including 92.207, 92.503, and 92.504.

**G. Designated Project Representatives.** Parties agree that the designated representatives for the purposes of administering this Agreement are:

[INSERT JURISDICTION]  
[INSERT DEPARTMENT]  
[INSERT ADDRESS]  
[INSERT ADDRESS]  
[INSERT PHONE]  
[INSERT EMAIL]

And

Adams COUNTY  
Community Development Division  
Division Manager of Record  
4430 South Adams County Parkway  
Brighton, Colorado 80601-8205  
720.523.6851  
JGreenland@adcogov.org

Either Party may change its Designated Representative through written notice to the other Party, as provided in Paragraph H. Notices, below.

**H. Notices.** The Parties agree that any notices permitted or required by this Agreement shall be deemed delivered when personally delivered or upon deposit in the United States Postal Service, fully pre-paid, certified, return receipt requested, and addressed to the Designated Representative identified in Paragraph I or via electronic mail (email) when delivery verification is provided through email delivery notification methods. Either Party may change its address by notice issued in accordance with this paragraph.

**I. Conflict of Interest.** In accordance with 24 CFR Part 92.356, no employee, official, agent, or consultant of the CITY or COUNTY shall exercise any function or responsibility in which a conflict of interest, real or apparent, would arise.

## **II. RESPONSIBILITIES OF THE COUNTY**

**A. Administrative Oversight.** The COUNTY, as a designated Urban County and Participating Jurisdiction, is ultimately responsible for the administrative oversight and supervision of all HOME funds allocated to the Consortium and its members, per 24 CFR Part 92. As such, the COUNTY is responsible for ensuring that all HOME funds allocated to the CITY are expended in accordance with the Consolidated Plan/AAP, sub-recipient agreements, resolutions and all Federal, State, and local regulations and notices pertaining to HOME funding. Per HUD's Consortia Designation Notice, the COUNTY shall be responsible for renewing the IGA and submitting amendments to the IGA to the HUD field office. The COUNTY is responsible to provide no less than forty-five (45) days notice to the CITY of any deadlines that would require CITY Council action.

**B. Legal Liability and Responsibilities.** Parties recognize and understand that the COUNTY is the lead governmental entity for the Consortium and, therefore, shall be held by HUD to be legally liable and responsible for the execution of the HOME Program. The COUNTY assumes overall responsibility for ensuring the Consortium's HOME Program is carried out in compliance with the requirements of HOME, including requirements concerning a joint Consolidated Plan, as set forth in HUD regulations 24 CFR Parts 91 and 92, circulars promulgated by the Federal departments, agencies, and commissions related to the HOME Program.

**C. Sub-Recipient Agreements.** The COUNTY shall create and enter into sub-recipient agreements for all the HOME-funded projects and activities of the Consortium. Sub-recipient agreements for CITY HOME-funded projects will be executed on an annual basis, providing that HOME-eligible projects are developed and authorized through a CITY Council Resolution. The COUNTY will provide the CITY with a copy of all fully executed sub-recipient agreements and amendments for HOME-funded projects within 30 days of their execution. The COUNTY shall take all actions reasonably required to comply with the applicable provisions of the sub-recipient agreements.

**D. Eligibility Review and Compliance Monitoring.** The COUNTY shall be responsible for confirming eligibility and compliance of the CITY's HOME projects and activities with all applicable Federal, State and local regulations. Also, the COUNTY shall be responsible to provide monitoring of all HOME-funded projects to ensure compliance with applicable regulations associated with the HOME Program, including, but not limited to, Davis-Bacon Act, Contract Work Hours and Safety Standards Act, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Uniform Federal Accessibility Standards (UFAS), Americans with Disabilities Act, and the Residential Lead-Based Paint Hazard Reduction Act of 1992, and Uniform Relocation Act (URA).

**E. Reporting Requirements.** The COUNTY shall report on HOME funds and activities through IDIS and close out projects within a timely manner. The COUNTY shall provide the CITY with quarterly HOME activity reports and close out reports for any HOME-funded CITY projects and activities and separate reports for CITY Program Income funded activities. Also, the COUNTY will file all standard and required HOME reports with HUD as necessary to comply with applicable Federal regulations. The COUNTY shall further be responsible for maintaining proper documentation of the COUNTY's administrative expenses.

**F. Public Participation.** The COUNTY shall adhere to HUD requirements regarding public notification and public hearing processes necessary to receive HOME funds.

### **III. RESPONSIBILITIES OF THE CITY**

**A. Eligibility Review.** The CITY will work with agencies eligible to use HOME to evaluate needs in the low-income community and identify potential projects that could be funded through the HOME Program. The CITY will provide guidance to agencies on applying for HOME funds and evaluate the potential projects for initial eligibility.

**B. Action Plan/Consolidated Annual Performance and Evaluation Report (CAPER) Submissions.** The CITY, as an Entitlement Community, prepares its own AAP and CAPER each year for the CDBG program. The CITY will refer to the COUNTY's AAP and CAPER for information related to HOME-funded projects. The CITY shall provide the COUNTY with a CITY Council Resolution on these documents so the COUNTY can incorporate the project description into the COUNTY'S AAP.

### **IV. MUTUAL RESPONSIBILITIES**

**A. Consolidated Plan.** During the years that the entitlement communities in Adams County prepare and submit a joint Consolidated Plan, the CITY and COUNTY will collaborate on the development of the Plan. As the lead entity of the HOME Consortium, the COUNTY is responsible for the completion and submission of the Plan. The CITY is responsible for completing the sections required for the CITY's CDBG program and funding allocations. The COUNTY is responsible for the sections related to the funding received directly by the COUNTY, which includes HOME funds.

**B. Fair Housing.** Parties hereto collectively and individually agree to affirmatively further fair housing, in accordance with all Federal rules, regulations, and requirements. Each Party shall be responsible for compliance with HUD Fair Housing regulations. Both the CITY and the COUNTY shall prepare and submit their own Analysis of Impediments to Fair Housing and be responsible for performance measures established in their respective Analysis of Impediments report.

**C. Indemnification.** The Parties agree that, to the extent possible, the COUNTY and the CITY shall indemnify and hold the other, its officers, agents, and employees harmless from and against any and all claims, actions, liabilities, costs, including attorney fees, and other costs of defense, arising out of or in way related to any act or failure to act by each other and each other's officers, agents, and employees, and contractors, in connection with this Agreement.

**D. Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity and effect of this Agreement. The Parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the District Court of Adams County, Colorado.

**E. Modification.** This Agreement contains the entire understanding of the Parties and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived, except by instrument in writing signed by all Parties.

**IN WITNESS WHEREOF,** the Parties have caused their names to be affixed hereto and in agreement thereof, this \_\_\_\_ day of \_\_\_\_\_, 2018.

**[INSERT JURISDICTION],**  
A Colorado Municipal Corporation

\_\_\_\_\_  
[INSERT AUTHORIZED REPRESENTATIVE]  
[INSERT ADDRESS]  
[INSERT ADDRESS]

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

---

Chair

ATTEST:  
STAN MARTIN, CLERK & RECORDER

---

Deputy Clerk

APPROVED AS TO FORM:

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Adams County Attorney's Office

DRAFT



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 19, 2018
<b>SUBJECT:</b> Resolution approving an encroachment agreement between Adams County and Cardel Homes U.S. Limited Partnership to allow installation of a temporary fence in the County's right-of-way.
<b>FROM:</b> Kristin Sullivan, Director, Community & Economic Development Department
<b>AGENCY/DEPARTMENT:</b> Community & Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves an encroachment agreement to allow Cardel Homes U.S. Limited Partnership to install a temporary fence in County's right-of-way.

### **BACKGROUND:**

Cardel Homes U.S. Limited Partnership is requesting to install a temporary metal fence in the County's right-of-way located at the dead-end section of Canosa Street in the Pomponio Terrace Subdivision Filing No.1. The purpose of the fence is to serve as a security barrier to prevent unauthorized persons from entering the model homes. The fence will be located near the dead-end section of Canosa Street and will not impact traffic circulation within the subdivision. The proposed agreement will not create any property interest for Cardel Homes U.S. Limited Partnership, other than allowing for the installation of the temporary metal fence, which will be removed after completion of the subdivision.

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

Community & Economic Development, Public Works, Office of the County Attorney

### **ATTACHED DOCUMENTS:**

Encroachment Agreement  
Board of County Commissioners 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:			
<b>Total Revenues:</b>			

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:**



BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

Resolution 2018-

**RESOLUTION APPROVING ENCROACHMENT AGREEMENT BETWEEN ADAMS  
COUNTY AND CARDEL HOMES US LIMITED PARTNERSHIP FOR  
IMPROVEMENTS IN COUNTY RIGHT-OF-WAY**

WHEREAS, Cardel Homes US Limited Partnership owns Lots 4,5,6 Block 2 and Lots 1,2 Block 5 of the Pomponio Terrace Subdivision Filing No. 1, located in the Northeast Quarter and Southeast Quarter of Section 5, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado (the "Property"); and,

WHEREAS, Cardel Homes US Limited Partnership plans to install a temporary metal fence across the northern dead-end section of Canosa Street, which will have a gate with a base plate that will not be drilled into the street; and,

WHEREAS, Adams County requires an Encroachment Agreement for improvements that are within the County right-of-way; and,

WHEREAS, agreeing to the Encroachment Agreement within the County right-of-way will not impact the County's use of Canosa Street.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Encroachment Agreement between Adams County and Cardel Homes US Limited Partnership, a copy of which is attached hereto, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute said Encroachment Agreement.

## **ENCROACHMENT AGREEMENT**

This encroachment agreement ("Agreement") is entered into this 24 day of April, 2018 between ADAMS COUNTY, a body politic, whose address is 4430 S Adams County Parkway, Brighton, Colorado 80601 (the "County") and Cardel Homes U.S. Limited Partnership (The "Property Owner") whose address is 9110 E. Nichols Avenue #120, Centennial Colorado 80112. The County and the Property Owner are collectively referred to as the "Parties".

### **RECITALS**

WHEREAS, the Property Owner owns Lots 4,5,6, Block 2, and Lots 1,2 Block 5, Pomponio Terrace Subdivision Filing No. 1 located in the Northeast ¼ and the Southeast ¼ of Section 5, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado. (Tax Parcel #0182505118006, #0182505118005, #0182505118004, #0182505119001, #0182505119002) hereinafter referred to as the "Property"; and,

WHEREAS, Property Owner is requesting to install a temporary metal fence across the northern dead-end section of Canosa Street. An access gate to the partition area will be supplied. The temporary fence sections crossing the street will have a base plate and will not be drilled into the street. Hereinafter called the "Improvements" within the right -of-way of Canosa Street as shown on the attached plan.

NOW THEREFORE, the Parties hereby agree that the Improvements will be permitted to encroach onto the County's Right-of-Way, subject to the following:

- A. In the event that the County desires to construct a County project within Canosa Street that affects the Improvements, the County may elect to demolish as much of the Improvements as are needed (at the County's expense), or require the Property Owner to remove and later reinstall the Improvements (at the Property Owner's expense), to accommodate the County's project.
- B. The County shall provide the Property Owner written notice of its need to affect the Improvements at least 30 calendar days prior to disturbance of the Improvements. The County will provide the Property Owner information regarding the County's project. If the County decides to require the Property Owner to remove the Improvements, the County will specify a date by which the Improvements shall be removed. It shall be the Property Owner's responsibility to reinstall the Improvements according to the attached plan, unless otherwise approved in writing by the County.
- C. This Agreement creates no property interest for the Property Owner to the County's Right-of-Way except for the specific encroachment as described herein.
- D. Property Owner agrees to indemnify and hold harmless the County, its officials, officers, contractors, agents and employees from any damage occurring to, or caused by, the Improvements or for any harm caused by the Improvements to persons allowed upon the County's Right-of-Way.

- E. The Improvements shall be maintained in accordance with the most current version of the Adams County Codes and Development Standards and Regulations.
- F. The removal and replacement of the Improvements due to a life safety event will be the responsibility of the Property Owner.
- G. This Agreement shall be recorded in the County records and shall run with the Property until such time as the Parties mutually release the other in writing from this Agreement.
- H. The existence of this Agreement does not render the Improvements a legal, non-conforming use of the Property or the County's Right-of-Way.

**PROPERTY OWNER:**

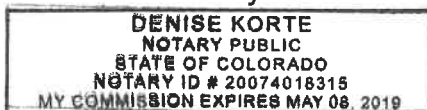
Cardel Homes U.S. Limited Partnership

By: [Signature]  
Brian Sandman, V.P. of Production.

STATE OF COLORADO )  
 ) §  
COUNTY OF ARAPAHOE \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of April 2018, by Brian Sandman, as V.P. of Production of Cardel Homes U.S. Limited Partnership.

Witness my hand and official seal: [Signature]



Notary Public  
My commission expires: May 8, 2019

**COUNTY:**

Board of County Commissioners,  
County of Adams, State of Colorado

Attest: \_\_\_\_\_  
Stan Martin, Clerk

By: \_\_\_\_\_  
Chair

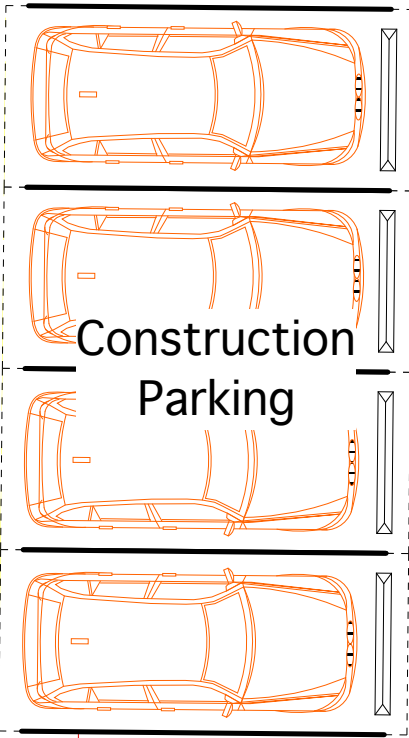
By: \_\_\_\_\_  
Deputy Clerk

Approved as to form: \_\_\_\_\_  
County Attorney's Office

POMPONIO TERRACE SUBDIVISION FILING NO. 1  
LOCATED IN THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 3 SOUTH,  
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

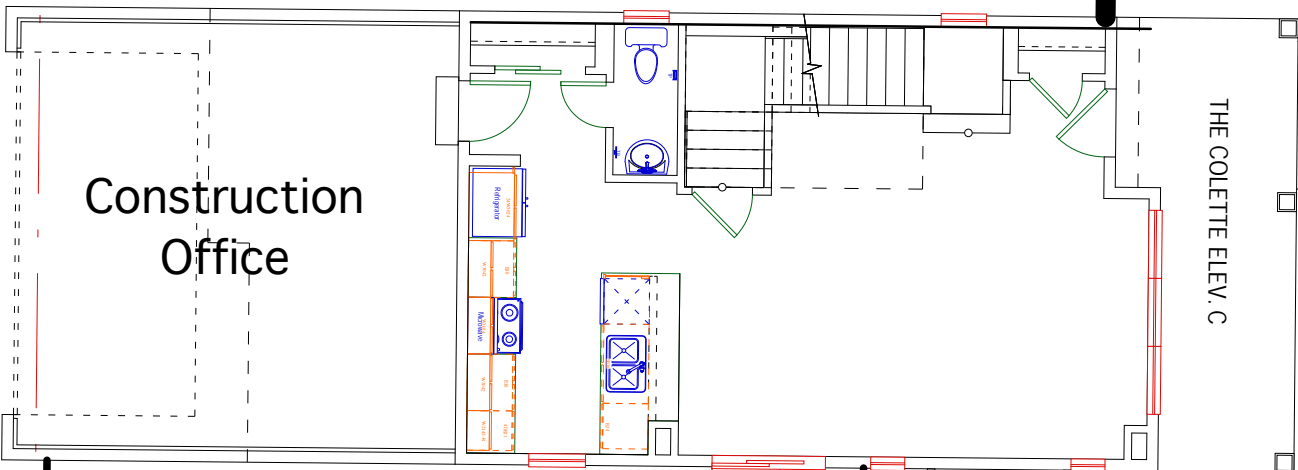
WEST 70TH AVENUE

TRACT 1



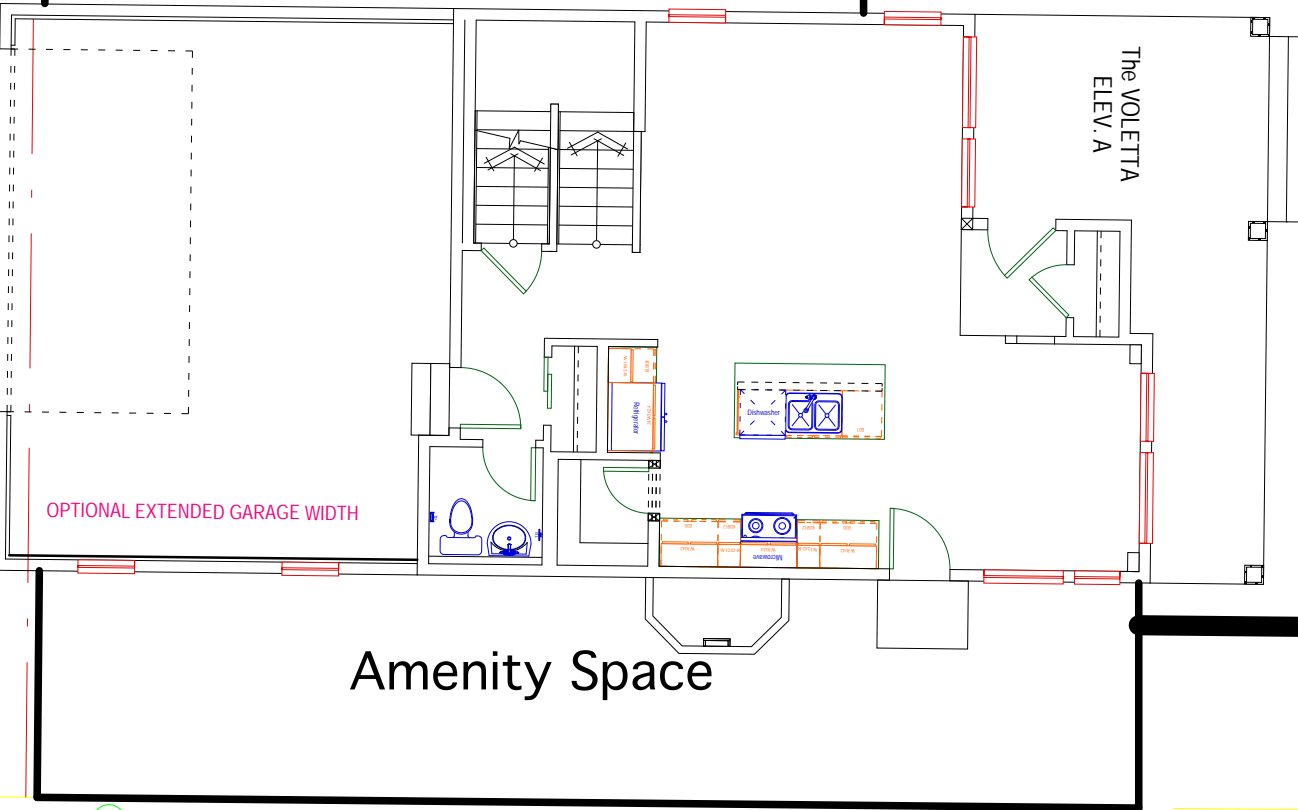
LOT 4 BLOCK 2  
6965 CANOSA ST

LOT 5, BLOCK 2  
6945 CANOSA ST



Amenity Space

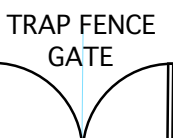
LOT 6, BLOCK 2  
6925 CANOSA ST



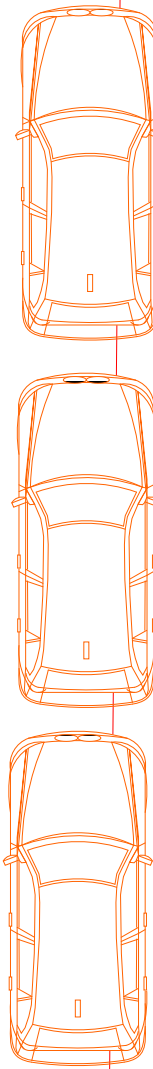
Amenity Space

MODEL COMPLEX

CANOSA STREET



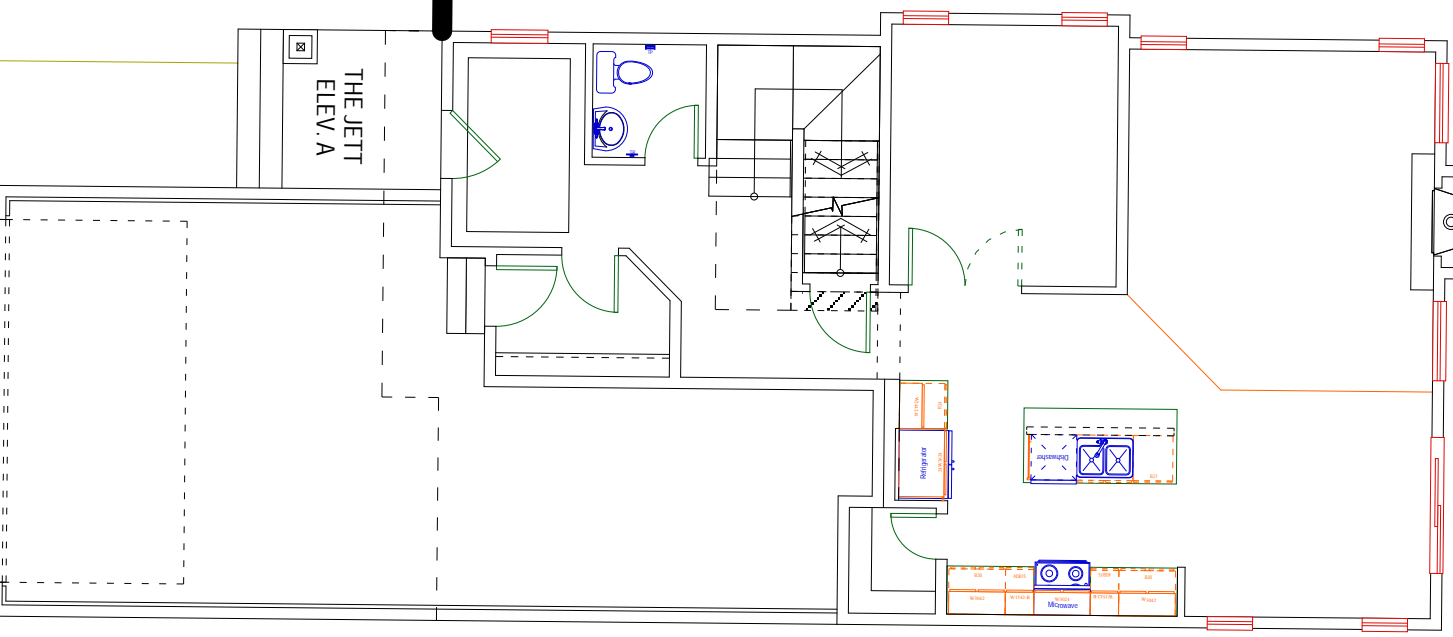
TRAP FENCE



FLAG POLE WITH LIGHT

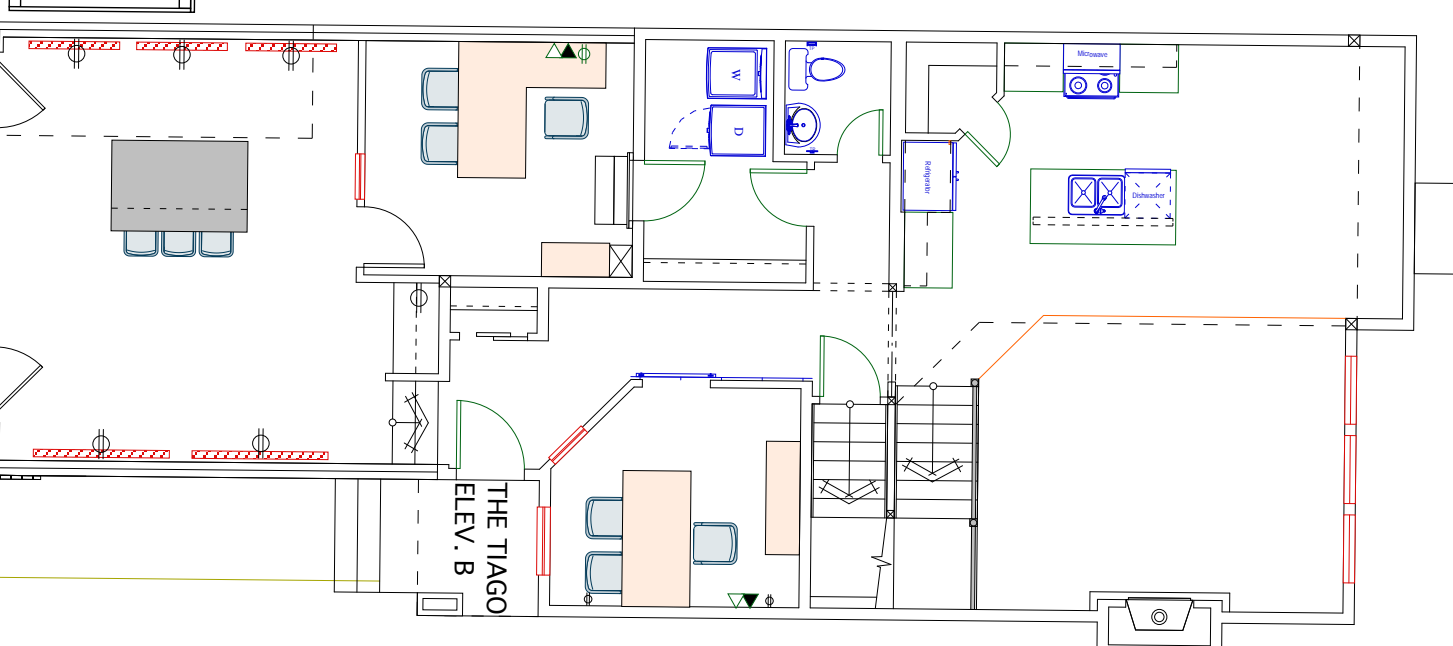
THE JET  
ELEV. A

LOT 1, BLOCK 5  
6940 CANOSA ST



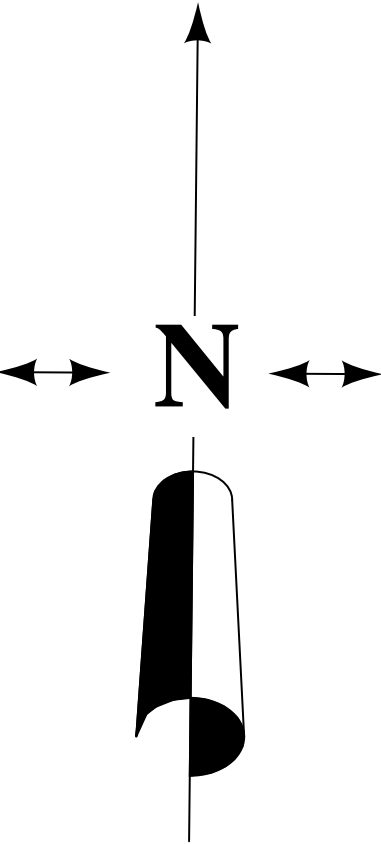
ADA  
PORT-A-LET

LOT 2, BLOCK 5  
6920 CANOSA ST



THE TIAGO  
ELEV. B

WEST 69TH AVENUE





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 19 <sup>th</sup> , 2018
<b>SUBJECT:</b> Resolution accepting a deed conveying property to Adams County for the dedication of road right-of-way for York Street.
<b>FROM:</b> Kristin Sullivan, Director, Community & Economic Development Department
<b>AGENCY/DEPARTMENT:</b> Community & Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a resolution accepting a Warranty Deed from Welby Business Park, LLC, to Adams County.

### **BACKGROUND:**

Welby Business Park, LLC, has executed a Warranty Deed to dedicate road right-of-way to Adams County. The property is located at address 2300 E 77<sup>th</sup> Avenue. The right-of-way is being dedicated as part of a requirement for public improvements for the Welby Business Park development. The improvements include road improvements to E 76<sup>th</sup> Avenue and E 77<sup>th</sup> Avenue, as well as construction of curb, gutter, sidewalk and drainage facilities.

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

Community & Economic Development, Public Works, Office of the County Attorney

### **ATTACHED DOCUMENTS:**

Warranty Deed  
Board of County Commissioners Resolution  
Planning Commission 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:			
<b>Total Revenues:</b>			

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

Resolution 2018-

**RESOLUTION ACCEPTING WARRANTY DEED CONVEYING PROPERTY FROM  
WELBY BUSINESS PARK, LLC, TO ADAMS COUNTY FOR THE  
DEDICATION OF ROAD RIGHT-OF-WAY FOR YORK STREET**

WHEREAS, Welby Business Park, LLC, has executed a Warranty Deed to dedicate a parcel of land for right-of-way purposes for York Street that complies with County standards and will benefit the citizens of Adams County; and

WHEREAS, this right-of-way dedication is in conjunction with requirements for public improvements for the Welby Business Park development project, which includes roadway improvement to East 76<sup>th</sup> Avenue and East 77<sup>th</sup> Avenue including curb, gutter, and sidewalk, as well as storm water drainage improvements; and

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting the Warranty Deed from Welby Business Park, LLC, for property located in the Northeast Quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian as described in the attached Warranty Deed; and

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 26<sup>th</sup> day of April, 2018, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Warranty Deed from Welby Business Park, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

WARRANTY DEED

THIS DEED, dated this 15<sup>th</sup> day of FEBRUARY, 2018, between Welby Business Park, LLC, of the County of Adams and State of Colorado, grantor(s) and THE COUNTY OF ADAMS, State of Colorado, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Dedicated for York Street

Also known by street and number as: 2300 E 77<sup>th</sup> Avenue

Assessor's schedule or parcel number: part of 0171935113002

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the enrolling and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2017 taxes due in 2018 which grantor agrees to pay.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the grantor(s) have executed this deed on the date set forth above.

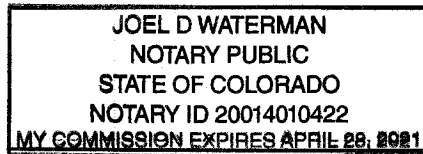
Welby Business Park, LLC, Owner

By: Chad Janborn

STATE OF COLORADO )

) §

County of Adams )



The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of FEBRUARY, 2018, and \_\_\_\_\_, as owners.

Chad Janborn, as Member

My commission expires: 4/28/2021

Witness my hand and official seal.

[Signature]

Notary Public

Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)



EXHIBIT A FOR SPECIAL WARRANTY DEED

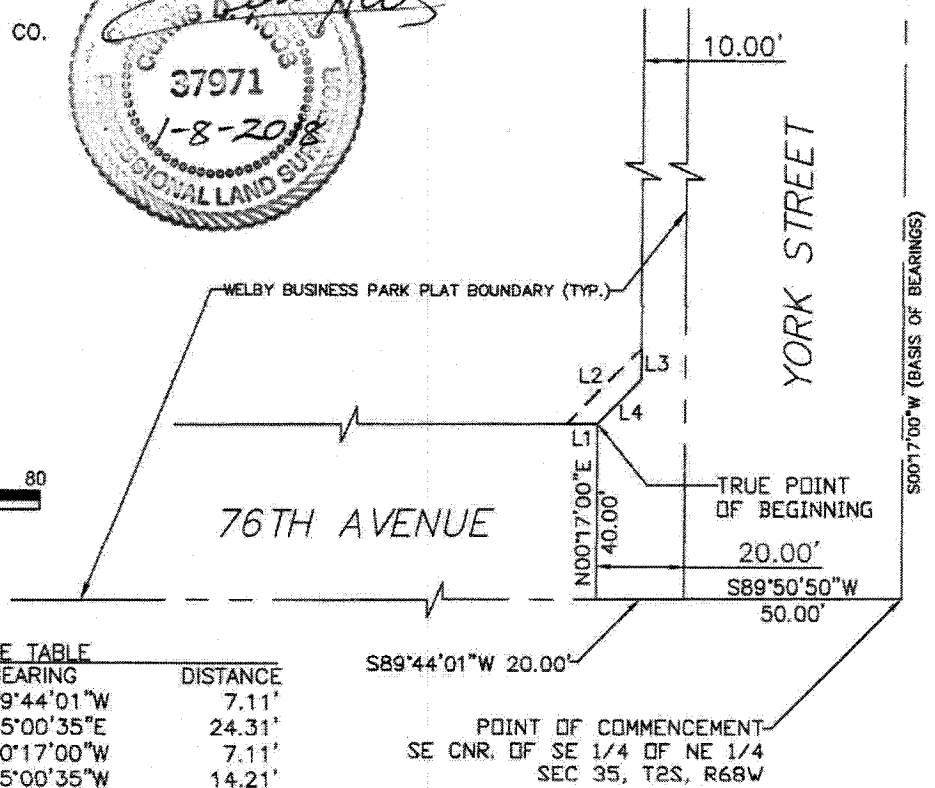
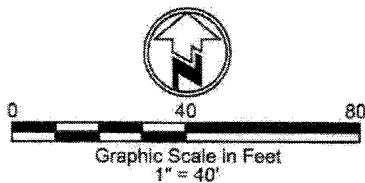
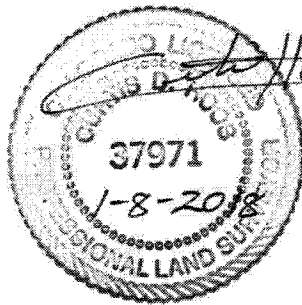
A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING A PORTION OF LOT 1, BLOCK 1, WELBY BUSINESS PARK, AS SHOWN ON THE PLAT RECORDED JUNE 23, 1981 IN FILE 14 AT MAP 747 AT RECEPTION NO. B330159 IN THE RECORDS OF THE CLERK AND RECORDER FOR ADAMS COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35 TO BEAR SOUTH 00°17'00" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE SOUTH 89°50'50" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89°44'01" WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°17'00" EAST, PARALLEL WITH AND 20.00 WESTERLY FROM THE EAST LINE OF SAID LOT 1, ALSO BEING THE WEST RIGHT OF WAY LINE OF YORK STREET RECORDED AT RECEPTION NO. 2016000016990 IN THE RECORDS OF THE CLERK AND RECORDER FOR ADAMS COUNTY, COLORADO, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°44'01" WEST, COINCIDENT WITH THE NORTH RIGHT OF WAY LINE OF THE 76TH AVENUE RECORDED AT RECEPTION NO. 2016000016990 IN THE RECORDS OF THE CLERK AND RECORDER FOR ADAMS COUNTY, COLORADO, A DISTANCE OF 7.11 FEET; THENCE NORTH 45°00'35" EAST, A DISTANCE OF 24.31 FEET TO SAID WEST RIGHT OF WAY LINE OF YORK STREET; THENCE SOUTH 00°17'00" WEST, COINCIDENT WITH THE WEST RIGHT OF WAY LINE OF SAID YORK STREET, A DISTANCE OF 7.11; THENCE SOUTH 45°00'35" WEST, A DISTANCE OF 14.21 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 96 SQUARE FEET OR 0.002 ACRES, MORE OR LESS.

CURTIS D. HOOS, PLS 37971  
FOR AND ON BEHALF OF:  
AMERICAN WEST LAND SURVEYING CO.  
A COLORADO CORPORATION  
BRIGHTON, CO 80601



LINE TABLE		
LINE NUMBER	BEARING	DISTANCE
L1	S89°44'01"W	7.11'
L2	N45°00'35"E	24.31'
L3	S00°17'00"W	7.11'
L4	S45°00'35"W	14.21'

Note: This drawing is meant to depict the attached description and is for informational purposes only. It does not represent a monumented land survey. Note: This survey does not constitute a title search by American West Land Surveying Co. to determine ownership, rights-of-way or easements of record.



PREPARED FOR:  
WELBY BUSINESS PARK, LLC  
1480 E. 73RD AVE.  
DENVER, CO 80229  
303-288-4201

DRAWN BY: PS  
FIELD: CDH  
JANUARY 5, 2018  
PAGE 1 OF 1

**AGENDA ITEM 5B**

**PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING TO THE BOARD OF COUNTY COMMISSIONERS  
TO ACCEPT A WARRANTY DEED FROM WELBY BUSINESS PARK, LLC, TO  
ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES**

At a regular meeting of the Planning Commission for Adams County, Colorado held at the County Government Center in Brighton Colorado on Thursday the 26th day of April, 2018, A.D., the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a Warranty Deed from Welby Business Park, LLC, for the dedication of road right-of-way for York Street being on the following described property:

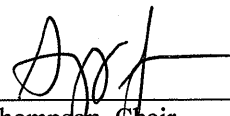
See Legal Description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this property is being conveyed as a condition of the Welby Business Park development project and public improvement requirements, located in the northeast quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that said deed be accepted by the Board of County Commissioners for road right-of-way as designated above.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Greg Thompson, Chairperson of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Greg Thompson, Chair  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 19, 2018
<b>SUBJECT:</b> Resolution accepting the first amendment to permanent stormwater drainage facilities maintenance easement from Welby Business Park, LLC, to Adams County for stormwater drainage purposes
<b>FROM:</b> Kristin Sullivan, Director, Community & Economic Development Department
<b>AGENCY/DEPARTMENT:</b> Community & Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a resolution accepting an amendment to permanent stormwater drainage facilities maintenance easement from Welby Business Park, LLC, to Adams County

### **BACKGROUND:**

This request is to amend an approved and acquired permanent stormwater drainage facilities maintenance easement granted to the County by Welby Business Park, LLC. The purpose of the amendment is to include additional land area to the approved easement. The expansion is a result of additional development that has necessitated the expansion of the approved drainage facilities on the property. The said easement was approved and accepted by the BOCC on May 10, 2016 and allows the County to enter the site to inspect and maintain drainage facilities.

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

Community & Economic Development, Public Works, Office of the County Attorney

### **ATTACHED DOCUMENTS:**

First Amendment to Permanent Storm Water Drainage Facilities Maintenance Easement  
Board of County Commissioners Resolution  
Planning Commission 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:			
<b>Total Revenues:</b>			

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

Resolution 2018-

**RESOLUTION ACCEPTING FIRST AMENDMENT TO PERMANENT STORM  
WATER DRAINAGE FACILITIES MAINTENANCE EASEMENT FROM WELBY  
BUSINESS PARK, LLC, TO ADAMS COUNTY FOR STORM WATER DRAINAGE  
PURPOSES**

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting this First Amendment to Permanent Storm Water Drainage Facilities Maintenance Easement from Welby Business Park, LLC, for property located in Northeast Quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian as described in the attached easement agreement; and

WHEREAS, this First Amendment to Permanent Storm Water Drainage Facilities Maintenance Easement is in conjunction with a development project on the property; and

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 26th day of April, 2018, the Planning Commission recommended that the Board of County Commissioners accept said First Amendment to Permanent Storm Water Drainage Facilities Maintenance Easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached First Amendment to Permanent Storm Water Drainage Facilities Maintenance Easement from Welby Business Park, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

**FIRST AMENDMENT TO PERMANENT STORM WATER  
DRAINAGE FACILITIES MAINTENANCE EASEMENT  
Welby Business Park, Case No. PLN2018-00008; EGR 2016-00042**

This FIRST AMENDMENT TO PERMANENT STORM WATER DRAINAGE FACILITIES MAINTENANCE EASEMENT ("FIRST AMENDMENT") is made and entered into as of the last date below undersigned by and between Welby Business Park, LLC, a Colorado limited liability company whose legal address is 1480 E. 73<sup>rd</sup> Avenue, Denver, Colorado 80229 (hereinafter, "GRANTOR") and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 (hereinafter, "COUNTY"). Grantor and County may hereinafter be referred to collectively as the Parties.

WHEREAS, Grantor and County entered into that certain Permanent Storm Water Drainage Facilities Maintenance Easement dated May 10, 2016 and recorded in the public records of Adams County, Colorado on May 19, 2016 at Reception No. 2016000039020 (hereinafter, "EASEMENT"); and

WHEREAS, the Easement contemplated an amendment to the dimensions of the easement area and deletion of certain Easement text under specified conditions; and

WHEREAS, the specified conditions having been met, the Parties intent to effectuate the contemplated amendments to the Easement by this First Amendment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1. Amendments.**

A. The text of the Easement from "By that certain Development Agreement" to "Permanent Storm Water Drainage Facilities Maintenance Easement," inclusive, is deleted.

B. The area described in Exhibit A to this First Amendment is added to the area described in Exhibit A to the Agreement, such that the land area that is subject to the Agreement as amended by this First Amendment includes the combined area of both Exhibits.

**2. Ratification of Easement.** Except as specifically amended hereby, Grantor and County agree that the Easement continues uninterrupted, shall remain in full force and effect, and shall be binding upon the Parties hereto. In the event of any conflict between the Easement and this First Amendment, the terms of this First Amendment shall prevail.

Notary Public

COUNTY:

APPROVED BY resolution at the meeting of \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chair

APPROVED AS TO FORM

\_\_\_\_\_  
County Attorney



PO Box 129, Brighton, CO 80601 \* P 303-659-1532 F 303-655-0575 \* AMWESTLS.COM

**AGENDA ITEM 5A**

**PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING TO THE BOARD OF COUNTY COMMISSIONERS  
TO ACCEPT THE FIRST AMMENDMENT TO PERMANENT STORM WATER  
DRAINAGE FACILITIES MAINTENANCE EASEMENT FROM WELBY BUSINESS  
PARK, LLC, TO ADAMS COUNTY FOR STORM WATER DRAINAGE PURPOSES**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 26<sup>th</sup> day of April, 2018, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of approving the first amendment to permanent storm water drainage facilities maintenance easement from Welby Business Park, LLC, for storm water drainage purposes, being on the following described property:

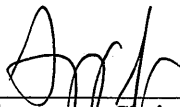
See Legal Description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this first amendment to permanent storm water drainage facilities maintenance easement is in conjunction with a development project for a property located in the northeast quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that said first amendment to permanent storm water drainage facilities maintenance easement be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Greg Thompson, Chairperson of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Greg Thompson, Chair  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 19, 2018
<b>SUBJECT:</b> Contract Amendment to an Existing Edward Byrne Memorial Justice Assistance Grant Award
<b>FROM:</b> Sheriff's Office
<b>AGENCY/DEPARTMENT:</b> Sheriff's Office
<b>HEARD AT STUDY SESSION ON:</b> n/a
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the resolution.

### **BACKGROUND:**

In October 2016, Adams County was awarded federal funds in the amount of \$42,500 from the State of Colorado, Department of Public Safety, Division of Criminal Justice. This award, 2016-DJ-16-013907-06-2, was given to support the Adams County Criminal Justice Coordinating Council's strategic priority to develop a justice information sharing environment among municipal, county and state criminal justice agencies in Adams County.

In 2017, Adams County was awarded additional federal funds from the State of Colorado, Department of Public Safety, Division of Criminal Justice to the existing grant award, 2016-DJ-16-013907-06-2, in the amount of \$10,625. These additional funds were given to support the planning and review of an Intergovernmental Justice Information Sharing Agreement related to the CJCC's justice information sharing strategic priority.

Additionally, in 2017, Adams County was also awarded \$38,160.00 which a portion of this award will be used to support the completion of the IGA. Acceptance of this additional grant award agreement will be addressed in a separate request when the Division of Criminal Justice has completed their administrative work.

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

County Attorney's Office

**ATTACHED DOCUMENTS:**

Option Letter  
Contract Amendment

**FISCAL IMPACT:**

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

**Fund:** 00001**Cost Center:** 1052

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5385	10521801	\$10,625
<b>Total Revenues:</b>			<u>\$10,625</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:	7685	10521801	\$10,625
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$10,625</u>

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☒ YES ☐ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING AND APPROVING CONTRACT AMENDMENT ONE AND OPTION LETTER 03 TO AN EXISTING EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AWARD (2016-DJ-16-013907-06-2) FROM THE STATE OF COLORADO, COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, OFFICE OF ADULT AND JUVENILE JUSTICE ASSISTANCE FOR THE PERIOD OF OCTOBER 1, 2016 – SEPTEMBER 30, 2018

Resolution 2018-

WHEREAS, the State of Colorado, Department of Public Safety, Division of Criminal Justice, Office of Adult and Juvenile Justice Assistance had made a funding announcement in 2016 for the Edward Byrne Memorial Justice Assistance Grant Program; and,

WHEREAS, Edward Byrne Memorial Justice Assistance Grant Program funds can be used to support local initiatives in the areas of planning, evaluation, and technology improvement programs; and,

WHEREAS, in October 2016, Adams County was awarded federal funds in the amount of \$42,500 from the State of Colorado, Department of Public Safety, Division of Criminal Justice; and,

WHEREAS, this award, 2016-DJ-16-013907-06-2, was given to support the Adams County Criminal Justice Coordinating Council's strategic priority to develop a justice information sharing environment including the technical and governance architecture among participating municipal, county and state criminal justice agencies in Adams County; and,

WHEREAS, in 2017, Adams County was awarded additional federal funds from the State of Colorado, Department of Public Safety, Division of Criminal Justice regarding the existing grant award, 2016-DJ-16-013907-06-2, in the amount of \$10,625 and that term was extended to September 30, 2018; and,

WHEREAS, these additional funds were given to support the procurement of outside legal counsel with the range of resources and intergovernmental expertise needed to assist in the planning and review of an Intergovernmental Justice Information Sharing Agreement.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that Contract Amendment One and Option Letter 03 to an existing Edward Byrne Memorial Justice Assistance Grant Award from the State of Colorado, Colorado Department of Public Safety, Division of Criminal Justice, Office of Adult and Juvenile Justice Assistance, be accepted and approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to sign said Amendment One and Option Letter 03 on behalf of Adams County.

**Project Title:** Adams County CJCC JIS Federated Portal  
**Applicant Agency:** Adams County

**Grant Number:** 2016-DJ-16-013907-06-2

## AMENDMENT #01

### SIGNATURE AND COVER PAGE

<b>State Agency</b> Department of Public Safety, Division of Criminal Justice	<b>Original Grant Number</b> DCJ Grant Number: 2016-DJ-16-013907-06-2 CMS Number: 93789
<b>Grantee</b> Adams County	<b>Amendment CMS Number</b> 106788
<b>Current Grant Maximum Amount</b> <b>Initial Term</b> Federal Award # 2016-MU-BX-0115 (10/1/15 to 9/30/19) \$53,125	<b>Grant Performance Beginning Date</b> October 1, 2016
<b>Total for All Federal Awards</b> \$53,125	<b>Current Grant Expiration Date</b> September 30, 2018
<b>Grantee Match Requirement</b> \$0	

### THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<b>GRANTEE</b> Adams County	<b>STATE OF COLORADO</b> John W. Hickenlooper, Governor Colorado Department of Public Safety Stan Hilkey, Executive Director
By: Mary Hodge, Chair, Board of County Commissioners	By: Joe Thome, Director, Division of Criminal Justice
Date: _____	Date: _____

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

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

By: \_\_\_\_\_  
Lyndsay J. Clelland, Department of Public Safety,  
Division of Criminal Justice, Contracts and Grants Coordinator

Amendment Effective Date: \_\_\_\_\_

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**1. PARTIES**

This Amendment (the “Amendment”) to the Original Grant shown on the Signature and Cover Page for this Amendment (the “Grant”) is entered into by and between the Grantee, and the State.

**2. TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Grant shall be construed and interpreted in accordance with the Grant.

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§2.B** of this Amendment.

**B. Amendment Term**

The Parties’ respective performances under this Amendment and the changes to the Grant contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Grant.

**4. PURPOSE**

The purpose of the Edward Byrne Memorial Justice Assistance Grant Program, offered through the Bureau of Justice Assistance (BJA), is to promote working partnerships between federal, state, and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system. This project will complete the Justice Information Sharing (JIS) Intergovernmental Agreement (IGA), currently in draft form.

**5. MODIFICATIONS**

The Grant and all prior amendments thereto, if any, are modified as follows:

- A.** The Grant Agreement Exhibit B1 – Statement of Work. The attached Exhibit B1 is incorporated herein and replaces all prior iterations of the Statement of Work.
- B.** The Grant Agreement Exhibit B2 – Budget. The attached Exhibit B2 is incorporated herein and replaces all prior iterations of the Budget.

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

This Amendment is incorporated by reference into the Grant, and the Grant and all prior amendments or other modifications to the Grant, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Grant, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Grant or any prior modification to the Grant, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Grant to the extent that this Amendment specifically modifies those Special Provisions.



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## **EXHIBIT B1, STATEMENT OF WORK**

### **Project Plan**

The previously approved grant funding has been essential in establishing the foundation to show the value of information sharing across the different justice disciplines and to develop the initial information sharing portal including data from four (4) municipal courts and the jail. The portal includes implementation of a federated identity management function that aligns with national justice information sharing standards. The first phase of the portal has established the technical framework that aligns with national standards and will be expandable or scalable to include many more data sources and user communities that meet the requirements of the intergovernmental agreement. Use of continued funding, will allow the CJCC to expand the number of datasets to incorporate all data from the remaining municipal courts. Municipal court data sharing in Phase 1 addressed several jurisdictions that used a common court case management system (Full Court). While some of the remaining jurisdictions also use Full Court, several do not and data connectivity will have to be developed for each of these separate systems.

It's worth noting that while Colorado has some justice information sharing systems, there are legal and systemic limitations to access and use by all local justice practitioners. COPLINK provides access to law enforcement data but is limited to law enforcement users. The Colorado Crime Information Center (CCIC) contains criminal history and other data but is limited to those who can meet CBI/FBI access requirements. The Colorado Integrated Criminal Justice Information System (CIJIS) provides access to five different justice systems (CCIC, Prosecutors, District and County Courts, Adult Corrections and Juvenile Correction), but access is limited to only those agencies defined in statute. In other words, unless a user belongs to a law enforcement agency or belongs to a named participating agency in CIJIS, this (rich) information is not accessible to many local justice practitioners (or least not in a convenient manner).

Continued grant funds would be applied to support two primary objectives: 1) Consume/add five (5) municipal court datasets and community corrections data to the Adams County CJCC Justice-Health Portal; and, 2) Design and implement an "alternative sanctions" dashboard to evaluate in what ways can the jurisdiction improve interactions and collaboration with all of the alternative sanctions and reentry functions.

Objective 1 (October 2016- September 2017): Through the Open Justice Broker Consortium (OJBC) membership, the remaining five (5) municipal courts within the jurisdiction will be added to the federated query portal (Arvada, Aurora, Bennett, Federal Heights, and Northglenn). Data from the 17th Judicial District Community Corrections Department will also be added. For clarification, a portal retrieves data from the participating agencies, but such data is not stored within the portal.

The addition of new data sources will be accomplished in a priority order based on the readiness of each municipality to participate. FullCourt jurisdictions are expected to require minimal investment of resources to integrate with the portal because existing tools developed in Phase 1 will be reused. FullCourt municipalities should be added with 90 days of agency readiness. For municipalities that do not use FullCourt, a standard development lifecycle will be followed. Using iterative or "agile" methodologies, a total of six months is expected to be required to complete integration by each municipality with the portal. This same approach will allow the OJBC development team to begin work as soon as these municipalities are "ready". Connectivity to Community Corrections is dependent upon implementation of this new system. Following this approach, work on all new data systems will need to start no later than the end of the second quarter (April 1, 2017) in order to be completed by the end of the grant award period.

Objective 2 (October 2016 – October 2017): Develop and implement the "alternative sanctions" dashboard analytical capability. This dashboard will use data from the following participating agencies (and systems): jail (pretrial and sentenced), municipal courts, community corrections, and will leverage work completed during Phase 1. Using the same toolset, additional dashboards will be developed to address specific research questions defined by stakeholders using data available through the portal. Implementation of the alternative sanctions dashboard will be completed within six months of the project start date. Additional or new data sources can be added to the dashboard incrementally as they are implemented. Additional dashboards may be added as time and resources allow.

During the grant project period, Sherman and Howard, LLC, will:

1. Host a Kick-off Meeting with the Adams County CJCC. This begins the JIS strategic planning for the here and now, and the future

- 
2. Interview the participating government and non-government agencies to understand their data security and personal indefinable information risks and obligations and allocation of the risk regarding the same, and resource commitment to the initiative
  3. Review IT architectural diagram and documentation related to the initiative
  4. Review the draft IGA to determine the legal risks and missing provisions etc.
  5. Review existing Service Level Agreements and Professional Agreements and Business Association Agreements
  6. Host a Review Session Meeting with the Adams County CJCC. This meeting will serve to review the above outcomes and to determine next strategic steps in Phase II of this project.

## **Goals and Objectives**

### **GOAL 1**

Goal 1        Improve collaboration and information sharing across justice system partners.

#### **Objective 1.1**

Objective    Add municipal court data

Outcome    Access to comprehensive defendant/offender criminal history information

Measurement 100% completed

Timeframe   Interactive/Agile methodology where requirements analysis & design & development tasks are measured

#### **Objective 1.2**

Objective    Add community corrections data

Outcome    Access to comprehensive defendant/offender criminal history information

Measurement 100% completed

Timeframe   Interactive/Agile methodology where requirements analysis & design & development tasks are measured

### **GOAL 2**

Goal 2

#### **Objective 2.1**

Objective    Ensure immediate availability of complete, accurate and timely data and information for quality decision-

Outcome    Build and implement an "alternative sanctions" dashboard

Measurement 100% completed

Timeframe   Interactive/Agile methodology where requirements analysis & design & development tasks are measured

### **GOAL 3**

Goal 3        Start Jurisdiction-wide IGA

#### **Objective 3.1**

Objective    Procure a legal firm that specializes in CO inter-governmental IGAs among counties and cities, and in the areas of IT, privacy and justice.

Outcome    Garnering the appropriate talent to complete the existing draft IGA.

Measurement Completed and agreed upon IGA

Timeframe   1 quarter

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## **Project Evaluation**

The CJCC through the Criminal Justice Planner will collect data on the stated goals and objectives. The CJCC will also document lessons learned and performance measures achieved through published reports. Data will be submitted and shared, reviewed, and validated by the Project Team and the CJCC and used to inform and improve ongoing project activities. All data will be submitted on a timely manner to the state to comply with reporting requirements.

As a point of reference, an agile approach break tasks into small increments or iterations. Each iteration involves a cross-functional team working in all functions: planning, requirements analysis, design, coding, unit testing, and acceptance testing. At the end of the iteration, a working product is demonstrated to stakeholders; it is at this point where the stakeholder signs off or rejects a "user acceptance certificate". It is through this process that we will evaluate the development and implementation of the stated objectives.

## EXHIBIT B2, BUDGET

Budget Summary Requested/Awarded						
	Grant Funds	Cash Match	In-Kind Match	Match Total	Match Total	Project Total
Personnel	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Supplies & Operating	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Travel	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Equipment	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Consultants / Contracts	\$ 53,125	\$ 0	\$ 0	\$ 0	\$ 0	\$ 53,125
Indirect	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Total</b>	<b>\$ 53,125</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 53,125</b>

### Personnel: Budget & Budget Narrative Details

Position Title and Name	Annual Base Salary	Annual Base Salary To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Annual Fringe	Annual Fringe To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Grant Funds	OT - Annual Base Salary	OT - Annual Base Salary To Be Paid By Grant Funds	OT - Annual Fringe	OT - Annual Fringe To Be Paid By Grant Funds	Total To Be Paid By Grant Funds (including overtime)
N/A	\$0	\$0	0%	\$0	\$0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Budget Narrative N/A and Justification:													
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### Non-Personnel: Budget & Budget Narrative Details

Budget Item	Amount To Be Paid By Grant Funds	Budget Narrative and Justification
<b>SUPPLIES &amp; OPERATING</b>		
N/A	\$0	
<b>Supplies &amp; Operating Total</b>	<b>\$0</b>	
<b>TRAVEL</b>		
N/A	\$0	
<b>Travel Total</b>	<b>\$0</b>	
<b>EQUIPMENT</b>		
N/A	\$0	
<b>Equipment Total</b>	<b>\$0</b>	

<b>CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)</b>		
OJBC Membership	\$ 42,500	<p>The proposed budget will be used to acquire resources from the Open Justice Broker Consortium (OJBC). OJBC has been in existence for four years and is affiliated with the non-profit organization, SEARCH. The State of Colorado, namely the Colorado Bureau of Investigation, is a member of SEARCH.</p> <p>The OJBC is a non-profit cooperative membership organization that entitles its justice members to a broad array of software capabilities and support which are owned by the members. The intent is to empower members to direct the design and development of a proposed solution. Therefore, since members own their solution, there are no licensing or ancillary costs.</p> <p>Software developed through the OJBC uses open source tools and technologies in addition to national justice information sharing standards to produce cost effective solutions for justice stakeholders. Additionally, lessons learned through other member initiatives are incorporated in future member projects.</p> <p>\$85,000, half of which (\$42,500) is paid by this JAG grant, covers the yearly OJBC membership. Membership is inclusive of: 500 development hours; access to existing tools operational in the other jurisdictions such as ME, VT, MI, HI; a voting Board of Director of OJBC which will allow the member to have direct control OJBC activities, expenses for the member to travel to attend the OJBC Annual meeting, and any necessary OJBC staff travel to member sites.</p>
Sherman and Howard, LLC	\$10,625	<p>Will provide up to 27 hours of professional legal service at a rate of \$398 per hour to complete the Justice Information Sharing (JIS) Intergovernmental Agreement (IGA), which is currently in draft form.</p> <p>The budget amount charged to this grant will not exceed \$10,625.</p>
<b>Consultants/Contracts Total</b>	<b>\$ 53,125</b>	
<b>INDIRECT</b>		
N/A	\$0	
<b>Indirect Total</b>	<b>\$0</b>	
<b>Total Non-Personnel</b>	<b>\$ 53,125</b>	

**Project Title:** Adams County CJCC JIS Federated Portal  
**Grantee:** Adams County

**Grant Number:** 2016-DJ-16-013907-06-2

## OPTION LETTER 03

<b>State Agency</b> Department of Public Safety, Division of Criminal Justice	<b>Original Grant Number</b> DCJ Grant Number: 2016-DJ-16-013907-06-2 CMS Number: 93789
<b>Grantee</b> Adams County	<b>Option Letter CMS Number</b> 108631
<b>Current Grant Maximum Amount</b> <b>Initial Term</b> Federal Award #2016-MU-BX-0115 (10/01/15 to 09/30/19) \$53,125 <b>Extension Terms</b>	<b>Grant Performance Beginning Date</b> October 1, 2016
<b>Total for All Federal Awards</b> \$53,125	<b>Current Grant Expiration Date</b> September 30, 2018
<b>Grantee Match Requirement</b> \$0	

**1. OPTIONS:**

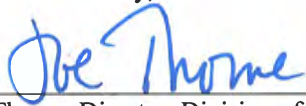

- A. Option to extend for an Extension Term

**2. REQUIRED PROVISIONS:**

- A. In accordance with Section(s) 5.C. of the Original Grant referenced above, the State hereby exercises its option for an additional term, beginning April 1, 2018 and ending on the current Grant expiration date shown above, at the rates stated in the Original Grant, as amended.

**3. OPTION EFFECTIVE DATE:**

- A. The effective date of this Option Letter is upon approval of the State Controller.

<p><b>STATE OF COLORADO</b> John W. Hickenlooper, Governor Colorado Department of Public Safety Stan Hilkey, Executive Director</p> <p> By: Joe Thome, Director, Division of Criminal Justice</p> <p>Date: <u>3/21/18</u></p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By:  Lyndsay J. Clelland, Colorado Department of Public Safety, Division of Criminal Justice, Contracts and Grants Coordinator</p> <p>Option Effective Date: <u>3/22/18</u></p>
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## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 19, 2018
<b>SUBJECT:</b> Furniture for the Human Services Center
<b>FROM:</b> Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment One to the agreement with Workplace Elements to provide additional furniture for the Adams County Human Services Department.

### **BACKGROUND:**

A formal Request for Proposal was completed in October 2016 for a qualified vendor to provide furniture for the new Human Services Center. The Board of County Commissioners approved the award for an agreement with Workplace Elements to provide the new furniture for the Human Services Center, as well as any necessary post-occupancy furniture and installation.

Staff is recommending the approval of the first renewal year option of the agreement with Workplace Elements to cover all post-occupancy furniture for the Adams County Human Services Center. Workplace Elements has agreed to hold the original negotiated pricing for the renewal. Amendment One will be in the not to exceed amount of \$400,000.00, bringing the total contract value to \$6,221,747.00.

- Phase I initial contract: \$5,821,747.00
- Phase II Amendment One- post occupancy furniture: \$400,000.00

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

Human Services Department



**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

**Fund:** 15**Cost Center:** 99915, 306033504010

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	99915.5755		\$320,000
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>\$320,000</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7915		\$400,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$400,000</u>

**New FTEs requested:** ☐ YES ☐ NO

**Future Amendment Needed:** ☐ YES ☐ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN  
ADAMS COUNTY AND WORKPLACE ELEMENTS TO PROVIDE FURNITURE FOR THE  
ADAMS COUNTY HUMAN SERVICES CENTER

WHEREAS, in 2017, the Board of County Commissioners approved an agreement with Workplace Elements to provide furniture for the Adams County Human Services Center; and,

WHEREAS, the Adams County Human Services Department would like to renew the agreement for one additional year to provide post-occupancy furniture for the Human Service Center; and,

WHEREAS, Workplace Elements agrees to provide the furniture at the original negotiated prices; and,

WHEREAS, Amendment One will be in the not to exceed amount of \$400,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement between Adams County and Workplace Elements for furniture be approved.

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



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 19, 2018
<b>SUBJECT:</b> Street Seal for Front Range Airport East Entrance Access Road
<b>FROM:</b> Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Adams County Front Range Airport
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment One to the agreement with A-1 Chipseal Company for the 2018 Street Seal Program.

### **BACKGROUND:**

On April 17, 2018, the Board of County Commissioners approved a contract award to A-1 Chipseal Company to provide services for the 2018 Street Seal Program. It has now been determined that the Front Range Airport access road on the eastside of the airport needs resurfacing. This east entrance access road was built in 1992 and serves the airport snow removal equipment buildings, the new Reaction Engine Facility, and will provide access for the future Spaceport Facilities. To prolong the surface life of this access road a new surface seal will be required.

The Public Works Department and Front Range Airport are requesting the approval to add this project to the 2018 Street Seal Program agreement. The total cost of the amendment is in the not to exceed amount of \$146,080.00, bringing the total agreement to a not to exceed amount of \$864,719.25.

The budget for this amendment to the agreement will come from Front Range Airport.

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

Public Works Department  
Front Range Airport

### **ATTACHED DOCUMENTS:**

Resolution  
Revised 06/2016

**FISCAL IMPACT:**

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

**Fund:** 43**Cost Center:** 4304

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			
	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7822		\$150,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			\$150,000.00

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☐ YES ☐ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN ADAMS  
COUNTY AND A-1 CHIPSEAL COMPANY FOR ADDITIONAL WORK TO THE 2018 STREET  
SEAL PROGRAM

WHEREAS, A-1 Chipseal Company is currently providing the 2018 Street Seal Program service; and,

WHEREAS, Adams County Public Works Department and Front Range Airport submitted a request to amend the existing agreement to include the Front Range Airport access road; and,

WHEREAS, A-1 Chipseal Company agrees to provide the additional work in the not to exceed amount of \$146,080.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement between Adams County and A-1 Chipseal Company for the 2018 Street Seal Program be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign Amendment One with A-1 Chipseal Company after negotiation and approval as to form is completed by the County Attorney's Office.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 19, 2018
<b>SUBJECT:</b> Stormwater Infrastructure Video Inspection & Maintenance Project
<b>FROM:</b> Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
<b>HEARD AT STUDY SESSION ON:</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a bid award to Hoffman Southwest Corp., dba Professional Pipe Services to provide video inspection and maintenance services for stormwater infrastructure.

### **BACKGROUND:**

The Adams County Public Works Department (Public Works) has undertaken the efforts to inspect and provide clean drainage conveyances in unincorporated Adams County. Public Works has determined that video inspection and maintenance services are necessary in order to maintain the current service level for a sustainable public infrastructure, which supports the quality of life for citizens and the economic and business development community. These proposed services are in compliance with the stated County Goals, specifically for Safe and Reliable Infrastructure.

A formal Invitation for Bid (IFB) was solicited on April 10, 2018, utilizing the Rocky Mountain E-Purchasing System (BidNet). The County received two (2) bids on April 19, 2018, from the following firms:

Firm Name	Overall Submitted Bid Total
Hoffman Southwest Corp., dba Professional Pipe Services	\$733,641.60
DRC Construction Services	\$764,640.30

After a thorough review, staff deemed Hoffman Southwest Corp., dba Professional Pipe Services as the lowest, responsive and responsible bidder and recommends the award be made in the not to exceed amount of \$733,641.60.

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

Public Works Department

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

**Fund: 1****Cost Center: 3090**

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7820		\$1,322,696
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			\$1,322,696

**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 AGREEMENT BETWEEN ADAMS COUNTY AND  
HOFFMAN SOUTHWEST CORP., DBA PROFESSIONAL PIPE SERVICES, FOR THE  
STORMWATER INFRASTRUCTURE VIDEO INSPECTION & MAINTENANCE PROJECT

WHEREAS, Hoffman Southwest Corp., dba Professional Pipe Services, is deemed the lowest most responsive and responsible bidder to provide video inspection and maintenance services for stormwater infrastructure; and,

WHEREAS, Hoffman Southwest Corp., dba Professional Pipe Services, has agreed to provide the video inspection and maintenance services for stormwater infrastructure in the not to exceed amount of \$733,641.60.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement between Adams County and Hoffman Southwest Corp., dba Professional Pipe Services, to provide video inspection and maintenance services for stormwater infrastructure be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign the agreement with Hoffman Southwest Corp., dba Professional Pipe Services, after negotiation and approval as to form is completed by the County Attorney's Office.





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 19, 2018
<b>SUBJECT:</b> Guaranteed Maximum Price for the Homes For Hope Project
<b>FROM:</b> Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Facilities and Fleet Management Department
<b>HEARD AT STUDY SESSION ON:</b> May 15, 2018
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment One to the agreement with Whitestone Construction Services, Inc., for the Guaranteed Maximum Price (GMP) for the Adams County Homes for Hope Project

### **BACKGROUND:**

On May 10, 2018, Whitestone Construction Services, Inc., was awarded an agreement for Construction Manager / General Contractor (CMGC) services for the Adams County Homes for Hope Project in the amount of \$19,780.00. Since the award, Whitestone Construction Services, Inc., has been working diligently on pricing options to develop a Guaranteed Maximum Price (GMP) for the renovations for the Homes for Hope Project. These options were presented for review at a May 15, 2018, Board of County Commissioners (BOCC) Study Session.

Based on the direction received by the BOCC, the recommendation is to approve Amendment One to the agreement with Whitestone Construction Services, Inc., for a GMP in the amount of \$624,310.00, bringing the total contract value to \$644,090.00.

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

Facilities and Fleet Management Department

### **ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

**Fund: 1****Cost Center: 9252**

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:	7685	92521804	675,000.00
<b>Total Expenditures:</b>			675,000.00

**New FTEs requested:** ☐ **YES** ☐ **NO**

**Future Amendment Needed:** ☒ **YES** ☐ **NO**

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN  
ADAMS COUNTY AND WHITESTONE CONSTRUCTION SERVICES, INC., FOR THE  
HOMES FOR HOPE PROJECT

WHEREAS, on May 10, 2018, Whitestone Construction Services, Inc., was awarded an agreement for Construction Manager / General Contractor (CMGC) Services for the Homes for Hope Project; and,

WHEREAS, Whitestone Construction Services, Inc., proposed a Guaranteed Maximum Price for construction services in the amount of \$624,310.00, which will bring the total agreement amount to \$644,090.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement between Adams County and Whitestone Construction Services, Inc., for construction services for the Homes for Hope Project be approved.

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



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 19, 2018
<b>SUBJECT:</b> Second Amendment to Sales and Purchase Agreement of Land for Youth Services Center
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the resolution.

### **BACKGROUND:**

The State of Colorado Department of Human Services has received funding to design the replacement of the Adams Youth Services Center. This facility is the oldest youth detention facility in the State system.

The County, IVE Colorado LLC, Jacobs LLC and King Paul 1 LLC have negotiated a Sales and Purchase Agreement to purchase an approximately fifteen (15) acre parcel (the "Property") located on the south side of Bromley Business Parkway, that is conveniently located for such a facility. If the land is purchased, the County would then subsequently deed the property to the state, with a reversion clause.

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

County Manager's Office  
County Attorney's Office

### **ATTACHED DOCUMENTS:**

Resolution  
Contract

**FISCAL IMPACT:**

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

**Fund: 1****Cost Center: 9252**

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010		\$1,940,000
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			\$1,940,000

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☐ YES ☒ NO

**Additional Note:**

The estimated purchase price is \$1,936,242.00. The final acreage shall be agreed upon once the replat of the property is completed and the final purchase price shall be adjusted if necessary after the final replat. This will be incorporated into the final purchase contract.

RESOLUTION APPROVING SECOND AMENDMENT TO THE PURCHASE AND SALE CONTRACT BETWEEN ADAMS COUNTY AND IVE COLORADO LLC, JACOBS COLORADO LLC, AND KING PAUL 1 LLC FOR LAND FOR THE ADAMS YOUTH SERVICES CENTER

WHEREAS, the parties entered into a Purchase and Sale Contract ("Contract") dated December 12, 2017, regarding Adams County's ("Seller") purchase of land to convey to the State of Colorado ("Buyer") for use as a youth detention center to be known as the Adams Youth Services Center; and,

WHEREAS, by means of the attached Second Amendment to Purchase and Sale Contract, the parties wish to amend the Contract to substitute the new plat exhibits, show the Buyer rather than the Seller paying for plat costs, and reflect the Buyer contributing money towards an emergency access easement and turnaround required by the City of Brighton as part of the platting process.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Second Amendment to Purchase and Sale Contract between Adams County and IVE Colorado LLC, Jacobs Colorado LLC, and King Paul 1 LLC, a copy of which is attached hereto, is hereby approved.

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

BE IT FURTHER RESOLVED, that a member of the County Manager's Office is authorized to sign any customary, non-contractual closing documents at the closing.

## **SECOND AMENDMENT TO PURCHASE AND SALE CONTRACT**

THIS SECOND AMENDMENT TO PURCHASE AND SALE CONTRACT ("**Second Amendment**") is entered into and effective as of the [REDACTED] day of [REDACTED] 2018 ("**Second Amendment Date**"), by and between KING PAUL 1, LLC, a Colorado limited liability company, as to an undivided twenty-five percent (25%) interest ("**King Paul**"), JACOBS COLORADO LLC, a Colorado limited liability company, as to an undivided sixty-four percent (64%) interest ("**Jacobs**"), and IVE COLORADO LLC, a Colorado limited liability company, as to an undivided eleven percent (11%) interest ("**IVE**"), as tenants-in-common (collectively, "**Seller**"), and ADAMS COUNTY, COLORADO ("**Buyer**").

### **RECITALS:**

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Contract, dated December 12, 2017, as amended by that certain First Amendment to Purchase and Sale Contract dated January 16, 2018 (as amended, "**Contract**"), concerning the purchase and sale of certain real property situated in Brighton, Colorado, as more specifically described in the Contract ("**Property**"); and

WHEREAS, Seller and Buyer desire to further amend the Contract on the terms and conditions set forth below.

### **AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Contract and herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree to amend the Contract as follows:

1. **Defined Terms.** Capitalized terms used herein and not otherwise defined herein shall have the same meanings given to such terms in the Contract.
2. **Replat of Property.** Section 11(T) of the Contract is hereby deleted in its entirety and replaced as follows:

T. **Replat of Property.** Buyer and Seller hereby approve the Final Plat of Bromley Park Filing No. 101, 7<sup>th</sup> Amendment, in the form attached hereto as Exhibit A ("**Final Plat**"). The Final Plat shall be recorded at Closing prior to the recording of the Deed. The legal description of the Property shall be Lot 2, Block 1, Bromley Parking Filing No. 101, 7<sup>th</sup> Amendment, City of Brighton, County of Adams, State of Colorado. All costs, expenses and fees incurred in connection with the preparation of the Final Plat, and the application to and approval of the Final Plat by the City of Brighton, shall be the responsibility of Buyer.

3. Form of Deed. The form of the Deed attached to the Contract as Exhibit "B" is hereby deleted in its entirety and replaced with the form of Deed attached hereto as **Exhibit "B"**.

4. Waiver of Buyer Contingencies. Buyer acknowledges that its deadline to terminate the Contract under Section 5(D) (inspection contingency) has passed and that Buyer has waived its right to terminate the Contract under Section 5(D) of the Contract. Buyer acknowledges that its deadline to terminate the Contract under Section 4(C) (title contingency) has passed and that Buyer has waived its right to terminate the Contract under Section 4(C) of the Contract except as expressly set forth in Section 4(C) of the Contract with respect to a New Exception.

5. Closing Date. Notwithstanding anything contained in Section 1(B) of the Contract to the contrary, the Closing Date shall occur on June 22, 2018.

6. Offsite Costs and Improvements. In connection with Buyer's intended development of the Property, the City is requiring the following offsite improvements: a) an emergency access easement over that certain real property legally described as Lot 4, Block 1, a Replat of Lots 4, 5, 6, and 7, Block 2 and Tract A, Bromley Park Filing No. 101 (the "Staples Easement"); b) construction of a temporary hammerhead at the end of Bromley Business Parkway (in the location where Bromley Business Parkway dead-ends into that certain real property legally described as Lot 4, Block 1, a Replat of Lots 4, 5, 6, and 7, Block 2 and Tract A, Bromley Park Filing No. 101) ("Temporary Turnaround"); and c) a permanent emergency services hammerhead turn-around to replace the Temporary Turnaround ("Permanent Turnaround"). Notwithstanding anything contained in Section 11(U) of the Contract to the contrary, the parties agree as follows: w) on or prior to Closing, Seller shall deposit into escrow with the City an amount required by the City to construct the Permanent Turnaround; x) following Closing, Seller shall construct the Temporary Turnaround; y) to the extent not obtained prior to Closing, Seller shall use commercially reasonable efforts to obtain the Staples Easement; and z) at Closing, Buyer shall provide a credit to Seller in the amount of twenty-four thousand dollars (\$24,000.00) as Buyer's contribution toward the costs of the Staples Easement, the Temporary Turnaround, and the Permanent Turnaround.

7. General Provisions. Except as modified herein, the Contract is in full force and effect and is hereby ratified by Buyer and Seller. In the event of any conflict between the Contract and this Second Amendment, the terms and conditions of this Second Amendment shall control. This Second Amendment may be executed in counterparts, each of which (or any combination of which) when signed by all of the parties shall be deemed an original, but all of which when taken together shall constitute one agreement. Executed copies hereof may be delivered by electronic mail and upon receipt shall be deemed originals and binding upon the parties hereto.

*[signatures on following page]*



NOW, THEREFORE, the parties hereto have executed this Second Amendment as of the Second Amendment Date.

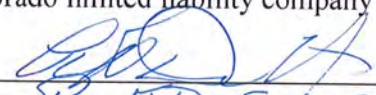
**BUYER:**

ADAMS COUNTY, COLORADO

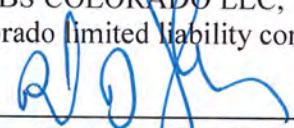
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SELLER:**

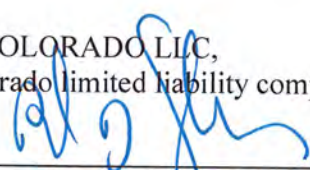
KING PAUL 1, LLC,  
a Colorado limited liability company

By:   
Name: Paul DeCrescentis  
Its: Manager

JACOBS COLORADO LLC,  
a Colorado limited liability company

By:   
Name: BRENT D. SKEPNER  
Its: MANAGER

IVE COLORADO LLC,  
a Colorado limited liability company

By:   
Name: BRENT D. SKEPNER  
Its: MANAGER

NOW, THEREFORE, the parties hereto have executed this Second Amendment as of the Second Amendment Date.

**BUYER:**

ADAMS COUNTY, COLORADO

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**SELLER:**

KING PAUL 1, LLC,  
a Colorado limited liability company

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

JACOBS COLORADO LLC,  
a Colorado limited liability company

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

IVE COLORADO LLC,  
a Colorado limited liability company

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

# EXHIBIT "A"

## (PLAT)

### FINAL PLAT OF BROMLEY PARK FILING NO. 101, 7TH AMENDMENT A REPLAT OF LOT 3, BLOCK 1, BROMLEY PARK FILING NO. 101, 3RD AMENDMENT LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 3

#### DEDICATION & ACKNOWLEDGMENT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE OWNERS OF LOT 3, BLOCK 1, BROMLEY PARK FILING NO. 101, 7TH AMENDMENT AS RECORDED IN RECEPTION 201000007889, ADAMS COUNTY RECORDS, BEING A PART OF NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 12, N00°34'56"W A DISTANCE OF 435.82 FEET TO THE CORNER OF SAID SECTION 12; THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF BURLINGTON NORTHERN RAILROAD AS DESCRIBED IN BOOK 2, PAGE 54924117W A DISTANCE OF 720.00 FEET TO THE EASTERN LINE OF SOUTH HENRISS ROAD METRO DISTRICT COMMUNITY RESOURCES SERVICES OF COLORADO; THENCE ALONG SAID EASTERN LINE AND THE EASTERN LINE OF BROMLEY PARK FILING NO. 101, 3RD AMENDMENT N41°03'57"W A DISTANCE OF 566.10 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF BROMLEY BUSINESS PARKWAY AS DESCRIBED IN RECEPTION NO. C0758393; THENCE ALONG SAID EASTERN RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N48°53'17"E A DISTANCE OF 1237.77 FEET; (2) THENCE S08°48' FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 684.00 FEET, A CENTRAL ANGLE OF 40°59'54" AND A CHORD THAT BEARS N04°25'10"E 578.12 FEET; (3) THENCE N00°24'47"W A DISTANCE OF 50.74 FEET TO THE SOUTHERLY BOUNDARY LINE OF BROMLEY PARK FILING NO. 101, BLOCK 1, LOT 2; THENCE ALONG SAID LOT 2 N89°25'13"E A DISTANCE OF 505.96 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE ALONG SAID WEST LINE, S00°34'56"E A DISTANCE OF 14.77 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID LOT 2; THENCE ALONG SAID LOT 2 THE FOLLOWING TWO (2) COURSES: (1) S52°01' FEET ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 873.00 FEET, A CENTRAL ANGLE OF 18°55'25" AND A CHORD THAT BEARS S40°47'25"E 331.04 FEET; (2) THENCE S70°07'45"E A DISTANCE OF 381.71 FEET TO THE SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF BURLINGTON NORTHERN RAILROAD; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF BURLINGTON NORTHERN RAILROAD S49°24'18"W A DISTANCE OF 870.87 FEET TO THE CORNER OF BURLINGTON, CONTAINING 21.82 ACRES (941,816 SQUARE FEET), MORE OR LESS.

HAVE Laid out and PLATTED THE SAME AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF BROMLEY PARK FILING NO. 101, 7TH AMENDMENT, AND DO HEREBY GRANT TO THE CITY OF BRIGHTON, STATE OF COLORADO, FOR THE USE OF THE PUBLIC, THE FUTURE RIGHT OF WAY, IN OVER, UNDER, AND ACROSS THESE PUBLIC WAYS, EASEMENTS, ACCESSORIES, AND LANDS HEREON SHOWN AND DESIGNATED.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

BY: KING PAUL T, LLC  
STATE OF COLORADO  
COUNTY OF \_\_\_\_\_

THE FOREGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D., BY \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

COMMISSION NUMBER \_\_\_\_\_

BY: JACOBS COLORADO LLC

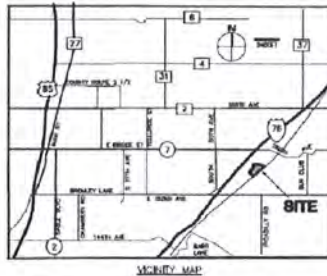
BY: THE COLORADO LLC

STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

THE FOREGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D., BY BRAD E. STEINER

MY COMMISSION EXPIRES \_\_\_\_\_

COMMISSION NUMBER \_\_\_\_\_



VELOCITY MAP

#### GENERAL NOTES

1. RAIRS OF BEARING BEARINGS ARE BASED ON THE ADAMS COUNTY CONTROL NETWORK BEARING OF N30°45'05"E BETWEEN ADAMS COUNTY STATION 'S 83' (STA. NO. 11), A 3 3/4" US COASTAL & GEODESIC BENCHMARK BRASS CAP AND STATION 'LOCKER' (STA. NO. 21), A 3 3/4" ADAMS COUNTY BRASS CAP SET IN CONCRETE.
2. ALL LINEAL DISTANCES ARE IN U.S. SURVEY FEET.
3. THIS PLAT DOES NOT CONSTITUTE A TITLE OR OWNERSHIP SEARCH BY MARTIN/MARTIN ENGINEERING. ALL OWNERSHIP, EASEMENT AND PUBLIC RECORD INFORMATION WAS BASED ON THE TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY, ORDER NO. ASH70267948, WITH AN EFFECTIVE DATE OF DECEMBER 29, 2017 AT 3:00 P.M.

#### LENDER

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

BY: SUNFLOWER BANK NATIONAL ASSOCIATION

STATE OF COLORADO  
COUNTY OF \_\_\_\_\_

THE FOREGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D., BY \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

COMMISSION NUMBER \_\_\_\_\_

FINAL PLAT OF BROMLEY PARK FILING NO. 101, 7TH AMENDMENT, A REPLAT OF LOT 3, BLOCK 1, BROMLEY PARK FILING NO. 101, 3RD AMENDMENT LOCATED IN THE NE1/4 AND THE SE1/4 OF SECTION 11, AND THE NW1/4 OF SECTION 12, T1S, R66W OF THE 6TH MERIDIAN.

#### DATA CHART

TOTAL SITE AREA 841,816 SF  
LOT 1 AREA 258,897 SF  
LOT 2 AREA 682,120 SF  
LOT 1 PROPOSED USE INDUSTRIAL  
LOT 2 PROPOSED USE SOUTH SERVICES CENTER

#### SHEET LIST TABLE

SHEET NO.	SHEET TITLE
1 OF 3	PLAT COVER
2 OF 3	PLAT
3 OF 3	EXISTING EASEMENTS

#### SURVEYOR CERTIFICATE

I, HOWARD A. MOORE, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, LICENSE NUMBER 23899, DO HEREBY CERTIFY THAT THE SURVEY OF BROMLEY PARK FILING NO. 101, 7TH AMENDMENT PLAT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ AND THAT THE ACCOMPANYING MAP ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

#### COMMUNITY DEVELOPMENT DIRECTOR APPROVAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

COMMUNITY DEVELOPMENT DIRECTOR

#### CLERK AND RECORDER'S CERTIFICATE

I CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT \_\_\_\_\_ OF \_\_\_\_\_, 20\_\_ AND IS RECORDED IN PLAT FILE # \_\_\_\_\_

RECEIVED # \_\_\_\_\_

DEPUTY

CLERK AND RECORDER

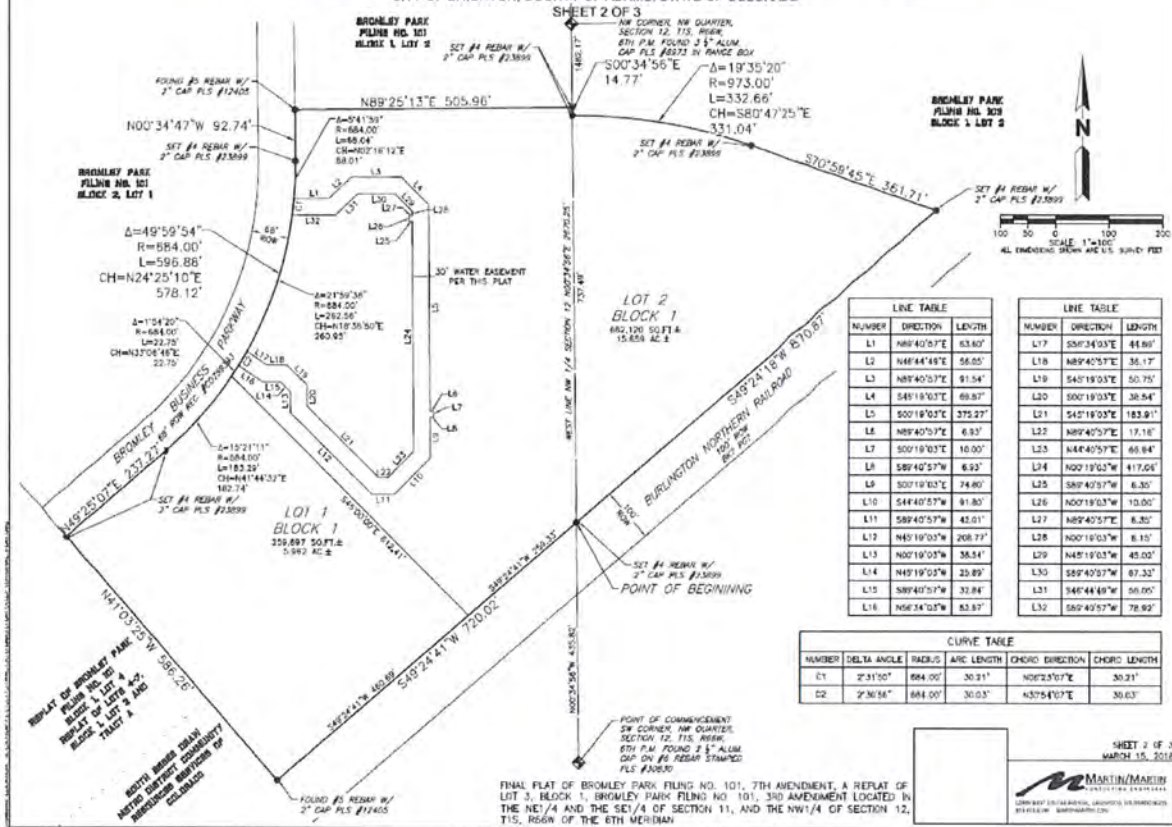
SHEET 1 OF 3  
MARCH 12, 2016

MARTIN/MARTIN  
ENGINEERING, P.A.  
2240 WEST COLORADO AVENUE, SUITE 200  
DENVER, COLORADO 80202

# FINAL PLAT OF BROMLEY PARK FILING NO. 101, 7TH AMENDMENT

## A REPLAT OF LOT 3, BLOCK 1, BROMLEY PARK FILING NO. 101, 3RD AMENDMENT

LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO





LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

[illegible]

**EXHIBIT "B"**

**FORM OF THE DEED**

AFTER RECORDING RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTN: \_\_\_\_\_

**SPECIAL WARRANTY DEED**

THIS DEED, made this [ ] day of [ ], 2018, is between KING PAUL 1, LLC, a Colorado limited liability company, as to an undivided twenty-five percent (25%) interest ("**King Paul**"), JACOBS COLORADO LLC, a Colorado limited liability company, as to an undivided sixty-four percent (64%) interest ("**Jacobs**"), and IVE COLORADO LLC, a Colorado limited liability company, as to an undivided eleven percent (11%) interest ("**IVE**"), as tenants-in-common ("**Grantor**"), and [ ], a [ ] ("**Grantee**"), whose street address is [ ].

WITNESSETH, that the Grantor, for and in consideration of One Million Nine Hundred Thirty Six Thousand Two Hundred Forty Two and No/100 Dollars (\$1,936,242.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee, its successors and assigns forever, all of Grantor's right, title and interest in and to the real property (the "**Property**"), together with improvements, if any, situate, lying and being in the County of Adams, State of Colorado, as more particularly described as follows:

See **Exhibit A**, attached hereto and incorporated herein by this reference;

also known by street and number as: [ ]

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever of Grantor, either in law or equity, of, in, and to the above bargained Property, with the hereditaments and appurtenances;

EXCEPTING AND RESERVING unto Grantor, and its successors and assigns: 1) all water rights appurtenant to the Property; 2) all right, title and interest in and to any and all coal, oil, gas, and other minerals of whatsoever kind or character in, under, and upon or that might be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said lands for coal, oil, gas, and other minerals and storing, handling, transporting, and marketing the same therefrom; 3) all



rights under any agreement with any metropolitan or other special district; and 4) all rights of Grantor as declarant under any covenants, conditions, or restrictions relating to the Property.

EXCEPTING AND RESRVING unto Grantor, and its successors and assigns, an easement (the "Easement") over, under and across a portion of the Property described on Exhibit C, attached hereto and incorporated herein by this reference, for the use of Grantor and its successors and assigns for the purposes of constructing, operating, maintaining, repairing, replacing, and removing railroad track and related equipment, which Easement shall include the right of subjacent and lateral support to whatever extent is reasonably necessary or desirable for the full and complete enjoyment of the Easement, and which Easement shall run with the land.

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. The Grantor, for itself, and its successors and assigns, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained Property in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, except and subject to the matters set forth on Exhibit B, attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the Grantor has caused its name to be hereunto subscribed on the day and year first above written.

**GRANTOR:**

[REDACTED],  
a [REDACTED]

By: [EXHIBIT – DO NOT SIGN]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this [REDACTED] day of [REDACTED], 201[REDACTED], by [REDACTED], as the [REDACTED] of [REDACTED], a [REDACTED].

Witness my hand and official seal.

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

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

Exhibit A to Special Warranty Deed  
(Legal Description of Property)

Lot 2, Block 1, Bromley Parking Filing No. 101, 7<sup>th</sup> Amendment, City of Brighton, County of  
Adams, State of Colorado



Exhibit B to Special Warranty Deed  
(Permitted Exceptions)

1. All water rights appurtenant to the Property.
2. All mineral rights appurtenant to the Property.
3. All rights under any agreement with any metropolitan or other special district.
4. All rights of any Seller as declarant under any covenants, conditions, or restrictions relating to the Property.

[insert Permitted Exceptions]

Exhibit C to Special Warranty Deed  
(Legal Description of Easement)

A PARCEL OF LAND LOCATED WITHIN LOT 3, BLOCK 1, BROMLEY PARKING FILING NO. 101, 3<sup>RD</sup> AMENDMENT, RECORDED AT RECEPTION NO. 2010000057989 LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY MOST CORNER OF SAID LOT 3; THENCE ALONG THE EASTERLY LINE OF SAID LOT 3, S49°24'18"W A DISTANCE OF 200.47 FEET TO A POINT ON A 30' LEAD TRACK EASEMENT RECORDED AT RECEPTION NUMBER C1227827; THENCE ALONG SAID 30' EASEMENT THE FOLLOWING THREE (3) COURSES; 1) 97.15 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 9°28'17", A RADIUS OF 587.71 FEET AND A CHORD THAT BEARS S71°15'28"W A DISTANCE OF 97.04 FEET;  
2) THENCE S75°59'32"W A DISTANCE OF 115.67 FEET TO A POINT OF CURVATURE;  
3) THENCE 71.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 6°38'39", A RADIUS OF 618.80 FEET AND A CHORD THAT BEARS S72°40'12"W A DISTANCE OF 71.72 FEET;  
THENCE N49°24'53"E A DISTANCE OF 209.01 FEET TO A POINT OF CURVATURE;  
THENCE 132.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 30°24'38", A RADIUS OF 250.00 FEET AND A CHORD THAT BEARS N34°12'34"E A DISTANCE OF 131.14 FEET;  
THENCE N19°00'15"E A DISTANCE OF 31.03 FEET TO THE NORTHERLY LINE OF SAID LOT 3;  
THENCE ALONG SAID NORTHERLY LINE, S70°59'45"E A DISTANCE OF 192.76 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS 0.874 ACRES (38,064 SQUARE FEET), MORE OR LESS.

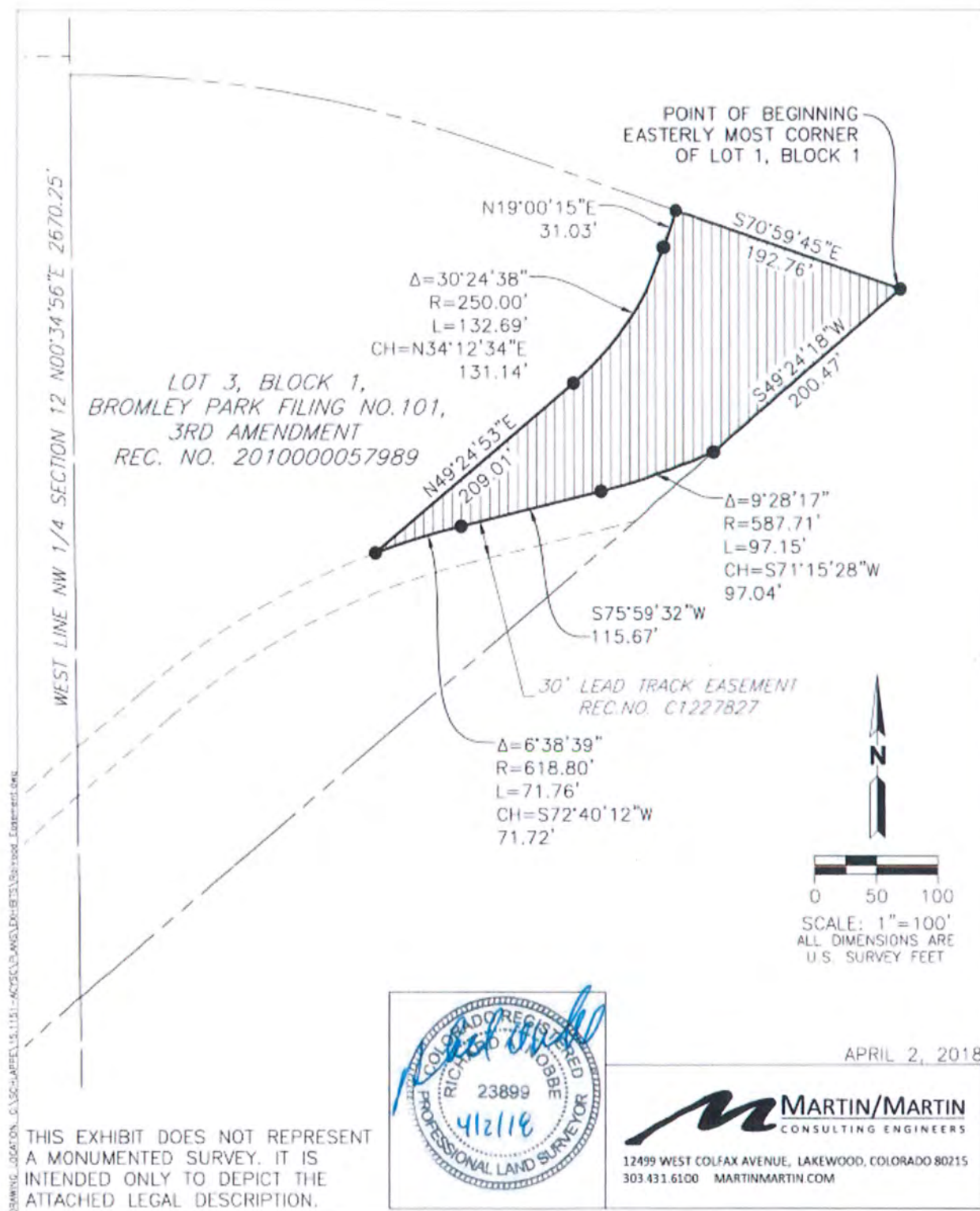
ALL LINEAL DISTANCES ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BASIS OF BEARING: BEARINGS ARE BASED ON THE ADAMS COUNTY CONTROL NETWORK BEARING OF N36°24'05"E BETWEEN ADAMS COUNTY STATION "S 62" (STA. NO. 11), A 3 1/4" US COSTAL & GEODETIC BENCHMARK BRASS CAP AND STATION "LOCHBUIE" (STA. NO. 21), A 3 1/4" ADASM COUNTY BRASS CAP SET IN CONCRETE.

PREPARED BY DENNIS PETER  
REVIEWED BY RICHARD A. NOBBE, PLS  
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
APRIL 2, 2018







## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 19, 2018
<b>SUBJECT:</b> Amended IGA with the State of Colorado for the sale and purchase of land for the Youth Services Center
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> November 22, 2016
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the resolution

### **BACKGROUND:**

The State of Colorado Department of Human Services has received funding to design the replacement of the Adams Youth Services Center. This facility is the oldest youth detention facility in the State system.

The County and the State of Colorado has developed an Intergovernmental Agreement (IGA) regarding the acquisition and development of the Adams Youth Services Center.

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

County Manager's Office  
County Attorney's Office  
State of Colorado Department of Human Services

### **ATTACHED DOCUMENTS:**

Resolution  
Amended IGA

**FISCAL IMPACT:**

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

**Fund:****Cost Center:**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:**

This IGA does not have any direct funding impact.

**RESOLUTION APPROVING AMENDMENT 1 TO INTERGOVERNMENTAL AGREEMENT  
BETWEEN ADAMS COUNTY AND THE STATE OF COLORADO REGARDING THE  
ACQUISITION AND DEVELOPMENT OF THE ADAMS YOUTH SERVICES CENTER**

WHEREAS, Adams County and the State of Colorado (“State”) entered into an intergovernmental agreement dated December 15, 2017 (“IGA”) for the purpose of Adams County conveying land to the State for development and use as the Adams Youth Services Center; and,

WHEREAS, by means of the attached Amendment 1 the parties wish to amend the IGA to reflect property description changes occurring in the land use approval process and to amend the proposed deed reverter language.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Amendment 1 to the Intergovernmental Agreement between Adams County and the State of Colorado regarding the Acquisition and Development of the Adams Youth Services Center, a copy of which is attached hereto and incorporated herein by this reference, be approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners be authorized to execute said Amendment 1 on behalf of Adams County.

BE IT FURTHER RESOLVED, that a member of the County Manager’s Office is authorized to sign any customary, non-contractual closing documents at the closing.

**AMENDMENT 1 TO INTERGOVERNMENTAL AGREEMENT  
BETWEEN ADAMS COUNTY AND THE STATE OF COLORADO  
REGARDING THE ACQUISITION AND DEVELOPMENT OF THE  
ADAMS YOUTH SERVICES CENTER**

THIS AMENDMENT 1 is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado, 80601 ("County") and the State of Colorado, acting by and through the Department of Human Services, located at 1575 Sherman Street, Denver, Colorado, 80203 ("State").

**RECITALS**

A. WHEREAS, by means of an Intergovernmental Agreement dated December 15, 2017 ("IGA") the County and the State agreed to the terms and conditions upon which County would purchase and convey to State land for a youth detention facility to be known as the Adams Youth Services Center ("AYSC"), and the State would then construct and operate the AYSC; and,

B. WHEREAS, as part of the land use process for the AYSC property, the final plat deviated slightly from the parties' initial expectations; and,

C. WHEREAS, by means of this Amendment 1 the parties wish to conform the IGA to the AYSC property as finally platted and revise the reverter language in the IGA and deed.

NOW, therefore, in consideration of the promises, conditions and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following changes in the IGA:

1. The first recital paragraph is replace in its entirety by the following:

WHEREAS, the County intends to enter into a separate contract ("Purchase Contract) with IVE Colorado LLC, Jacobs Colorado LLC and King Paul 1 LLC, located at 4500 Cherry Creek Dr. South, #860, Denver, Colorado 80246 ("Owners"), to purchase an approximately fifteen (15) acre parcel of land located in the City of Brighton, Colorado, as described in Exhibit A, Legal Description, attached hereto and incorporated by this reference ("Property"), for future development of a regional youth services center (the "Adams Youth Services Center" or "AYSC");

2. The AYSC property will be conveyed by the deed attached as Exhibit A to this Amendment 1, and the legal description of the AYSC property in the IGA is replaced by the legal description attached to Exhibit A.



3. Section C(2) of the IGA is replaced in its entirety by the following:

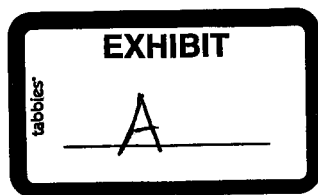
In the event the State constructs the AYSC and in the event the State ceases to use the Property for use by the Department of Human Services for a consecutive period of eighteen (18) months, the State shall transfer the Property subject to land dedications and public utility easements to the County by Special Warranty Deed. In the event of an act of God or other extenuating circumstance where the State's non-use is intended to be temporary, the State may, at least thirty days prior to the expiration of the eighteen month period, submit a written request to the County for an additional eighteen months to bring the Property back into compliance with the terms of this IGA. The County may, in its sole discretion, grant or deny the requested extension.

4. Except as modified by this Amendment 1, the terms of the IGA shall remain in full force and effect.



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

<p style="text-align: center;"><b><u>COUNTY OF ADAMS</u></b></p> <p>_____ Name of Authorized Signatory</p> <p>_____ Title of Authorized Signatory</p> <p>_____ • Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b><u>STATE OF COLORADO</u></b></p> <p style="text-align: center;"><b><u>John W. Hickenlooper, Governor</u></b></p> <p style="text-align: center;">Colorado Department of Human Services Anthony Gherardini, Deputy Executive Director of Operations</p> <p style="text-align: center;"> By: Anthony Gherardini</p> <p>Signatory avers to the State Controller or delegate that Parties have not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: <u>6.13.18</u></p>
<p style="text-align: center;"><b><u>LEGAL REVIEW</u></b> Doug Edelstein, County Attorney</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b><u>LEGAL REVIEW</u></b> Cynthia H. Coffman, Attorney General</p> <p>By:  Signature - Assistant Attorney General</p> <p>Date: <u>6.14.18</u></p>



## SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2018, between the County of Adams, State of Colorado, the legal address of which is 4430 S. Adams County Parkway, Brighton, CO 80601 ("Grantor"), and the State of Colorado for the Use and Benefit of the Department of Human Services, the legal address of which is 1575 Sherman Street, Denver, CO 80202 ("Grantee"):

### WITNESSETH

That the Grantor, for and in consideration of the promises set forth in an Intergovernmental Agreement between Grantor and Grantee dated December 15, 2017, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams, State of Colorado, described as follows:

Lot 2, Block 1, Bromley Park Filing No. 101, 7th Amendment, County of Adams, State of Colorado

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

EXCEPTING all mineral and water rights associated with the Property and any other rights that were retained by KING PAUL 1, LLC, JACOBS COLORADO LLC, and IVE COLORADO LLC, as part of those entities' conveyance to Grantor, including an easement reserved by said entities and described in Exhibit A.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantees, its successors and assigns forever.

The Grantor, for itself, its successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor, subject to all matters set forth in attached Exhibit B.

REVERTER. Should either of the following events occur, the Grantee shall convey the property back to Grantor, upon the terms and conditions of the December 15, 2015

Intergovernmental Agreement between Adams County and the State of Colorado Regarding the Acquisition and Development of the Adams Youth Services Center:

1. Grantee fails to construct the Adams Youth Services Center by December 31, 2024, or
2. Grantee constructs the Adams Youth Services Center but then ceases to use the Property for use by the Department of Human Services for a consecutive period of eighteen (18) months. In the event of an act of God or other extenuating circumstance where the Grantee's non-use is intended to be temporary, the Grantee may, at least thirty days prior to the expiration of the eighteen month period, submit a written request to the Grantor for an additional eighteen months to bring the Property back into compliance with the terms of the IGA. The Grantor may, in its sole discretion, grant or deny the requested extension. Grantee's transfer of the Property back to the Grantor shall be by Special Warranty Deed, subject to land dedications and public utility easements.

IN WITNESS WHEREOF, the Grantor has caused its name to be hereunto subscribed by its duly authorized representative, the day and year first above written.

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

---

Chair

**ATTEST:  
STAN MARTIN, CLERK**

---

Deputy Clerk

**APPROVED AS TO FORM:**

---

County Attorney's Office

STATE OF COLORADO

)

)ss.

COUNTY OF \_\_\_\_\_

)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
2018, by \_\_\_\_\_, Chair of the Board of County  
Commissioners of the County of Adams, State of Colorado.

Witness my hand and official seal.

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

Notary Public

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

Exhibit A to Special Warranty Deed  
(Legal Description of Easement)

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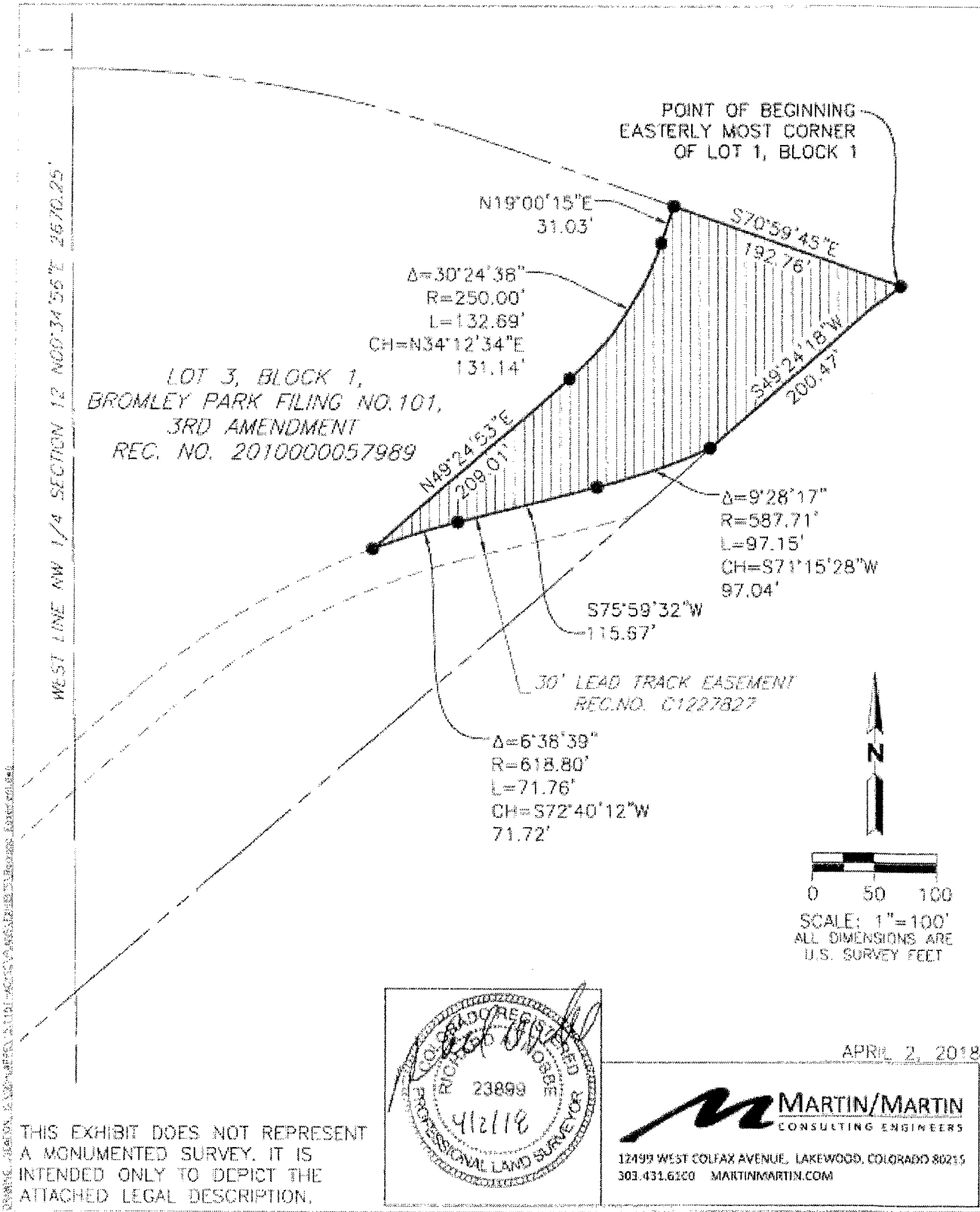
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PREPARED BY DENNIS PETER  
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FOR AND ON BEHALF OF MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
APRIL 2, 2018





**Exhibit B**  
**(Permitted Exceptions)**

1. All water rights appurtenant to the Property.
2. All mineral rights appurtenant to the Property.
3. All rights under any agreement with any metropolitan or other special district.
4. All rights of any Seller as declarant under any covenants, conditions, or restrictions relating to the Property.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records, except as to any liens or future liens resulting from work or material furnished at the specific, direct request, and with the actual knowledge of King Paul 1, LLC, a Colorado limited liability company, IVE Colorado LLC, a Colorado limited liability company, and Jacobs Colorado, LLC, a Colorado limited liability company.
6. TAXES AND ASSESSMENTS FOR THE YEAR 2018 AND SUBSEQUENT YEARS.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. RESERVATION MADE BY THE UNION PACIFIC RAILWAY COMPANY IN DEED RECORDED SEPTEMBER 12, 1888 IN BOOK A11 AT PAGE 441, OLD ADAMS COUNTY RECORDS.  
  
MINERAL QUIT CLAIM DEED FROM UNION PACIFIC LAND RESOURCES CORPORATION AND ROCK SPRINGS ROYALTY COMPANY TO ROCK CREEK MINERALS, L.L.C. RECORDED MAY 18, 2000 IN BOOK 6132 AT PAGE 208.
10. RESERVATION MADE BY THE UNION PACIFIC RAILWAY COMPANY IN DEED RECORDED SEPTEMBER 12, 1899 IN BOOK 389 AT PAGE 557, OLD ADAMS COUNTY RECORDS.
11. RESERVATION MADE BY THE UNION PACIFIC RAILWAY COMPANY IN DEED RECORDED FEBRUARY 24, 1900 IN BOOK 1287 AT PAGE 630, OLD ADAMS COUNTY RECORDS.
12. RIGHT OF WAY FOR PIPELINE AS GRANTED TO COLORADO INTERSTATE GAS COMPANY BY INSTRUMENTS RECORDED JANUARY 26, 1956 IN BOOK 591 AT PAGES 381 AND 384.
13. EASEMENT FOR THE DELIVERY OF WATER AS GRANTED TO SAM N. CHIKUMA AND JOSEPHINE Y. CHIKUMA BY CONSENT OF DECREE OF THE

DISTRICT COURT OF ADAMS COUNTY, RECORDED FEBRUARY 9, 1967 IN BOOK 1344 AT PAGE 440.

14. OIL AND GAS LEASE BETWEEN WILLIAM H. SHAW, EXECUTOR OF THE ESTATE OF REBA HOOD SHAW, A/K/A REBA H. SHAW, A/K/A REBA SHAW, DECEASED, AS LESSOR, AND MARTIN J. FREEDMAN, RECORDED JULY 7, 1970 IN BOOK 1611 AT PAGE 49, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

NOTE: PRODUCTION AFFIDAVITS RECORDED JULY 20, 1972 IN BOOK 1802 AT PAGE 602; AND RECORDED OCTOBER 17, 1973 IN BOOK 1894 AT PAGE 628; AND REVISED PRODUCTION AFFIDAVIT RECORDED MAY 10, 1974 IN BOOK 1894 AT PAGE 217; AND AGREEMENT RECORDED NOVEMBER 22, 1983 IN BOOK 2814 AT PAGE 49.

REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MARCH 31, 2006 UNDER RECEPTION NO. 20060331000327270.

15. AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS AND MINERALS AS RESERVED BY KATHERINE L. MCMORROW IN INSTRUMENT RECORDED JUNE 29, 1972 IN BOOK 1804 AT PAGE 702, AND ANY AND ALL ASSIGNMENT THEREOF OR INTERESTS THEREIN.

16. OIL AND GAS LEASE BETWEEN DAPHNE Y. STEGMAIER AND THOMAS G. VESSELS, RECORDED AUGUST 02, 1973 IN BOOK 1879 AT PAGE 784 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MARCH 31, 2006 UNDER RECEPTION NOS. 20060331000327270 AND 20060331000327280.

17. AN UNDIVIDED 49% INTEREST IN AND ALL TO OIL, GAS AND OTHER MINERALS, AS RESERVED IN DEED FROM WILLIAM HOOD SHAW AND DAPHNE Y. STEGMAIER TO BRIGHTON EAST DEVELOPMENT COMPANY #2 RECORDED AUGUST 8, 1973 IN BOOK 1881 AT PAGE 37.

18. A RIGHT OF WAY EASEMENT FOR ELECTRICAL FACILITIES AND INCIDENTAL PURPOSES GRANTED TO UNION RURAL ELECTRIC ASSOCIATION, INC. AS SET FORTH AND DESCRIBED IN INSTRUMENT JUNE 26, 1980 IN BOOK 2467 AT PAGE 976, UPON THE TERMS AND CONDITIONS SET FORTH THEREIN.

19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT WITH THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO RECORDED AUGUST 26, 1981 IN BOOK 2581 AT PAGE 718.



20. NOTES AND ALL OTHER MATTERS AS SHOWN ON THE P.U.D. OF BROMLEY PARK PRELIMINARY PLAN RECORDED SEPTEMBER 5, 1984 UNDER RECEPTION NO. B525682.
21. THE EFFECT OF THE INCLUSION OF SUBJECT PROPERTY IN THE BROMLEY PARK METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 25, 1985, IN BOOK 2993 AT PAGE 216.

MAPS OF BROMLEY PARK METROPOLITAN DISTRICTS #1, #2, #3 & #4 RECORDED JANUARY 13, 1995 UNDER RECEPTION NOS. C0045458, C0045459, C0045460 AND C0045461.

22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BROMLEY PARK P.U.D. RECORDED JULY 16, 1985 UNDER RECEPTION NO. B586587; BROMLEY PARK AMENDED RECORDED SEPTEMBER 9, 1988 UNDER RECEPTION NO. B838635; AND LETTER RECORDED DECEMBER 31, 2002 UNDER RECEPTION NO. C1074101.
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED JULY 31, 1985 IN BOOK 3030 AT PAGE 535; FIRST AMENDMENT TO ANNEXATION AGREEMENT RECORDED APRIL 13, 1987 IN BOOK 3031 AT PAGE 899 AND SECOND AMENDMENT TO ANNEXATION AGREEMENT RECORDED NOVEMBER 14, 1994 IN BOOK 4423 AT PAGE 908; RESOLUTION RECORDED JUNE 19, 1996 IN BOOK 4776 AT PAGE 140; FOURTH AMENDMENT TO ANNEXATION AGREEMENT RECORDED NOVEMBER 21, 1997 IN BOOK 5163 AT PAGE 219.

NOTE: NOTICE OF MUNICIPAL ANNEXATION OF OIL AND GAS WELLS RECORDED NOVEMBER 20, 1995 IN BOOK 4630 AT PAGE 535.

24. LEASE BETWEEN ROCK SPRINGS ROYALTY COMPANY, A UTAH CORPORATION, LESSOR, AND THE BRIGHTON COMPANY, A COLORADO LIMITED PARTNERSHIP, LESSEE, AS SHOWN BY MEMORANDUM OF LEASE RECORDED FEBRUARY 27, 1986, IN BOOK 3114 AT PAGE 918.

NOTE: ASSIGNMENT OF COAL LEASE RECORDED NOVEMBER 30, 1993 IN BOOK 4203 AT PAGE 785.

NOTE: NOTICE OF MINERAL INTERESTS AND SURFACE USE RECORDED DECEMBER 18, 2003 UNDER RECEPTION NO. C1254624.

25. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CENTRAL COLORADO WATER CONSERVANCY DISTRICT AND THE GROUND WATER MANAGEMENT SUBDISTRICT OF CENTRAL COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 13, 1986, IN BOOK 3098 AT PAGE 149.

26. OIL AND GAS LEASE BETWEEN JANE R. SHAW AND VESSELS OIL & GAS COMPANY, RECORDED NOVEMBER 03, 1993 IN BOOK 4184 AT PAGE 535 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
27. OIL AND GAS LEASE BETWEEN DAPHNE T. STEGMAIER AND VESSELS OIL & GAS COMPANY, RECORDED JANUARY 19, 1994 IN BOOK 4241 AT PAGE 397 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MARCH 31, 2006 UNDER RECEPTION NO. 20060331000327270.

28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 1460 RECORDED NOVEMBER 14, 1994 IN BOOK 4423 AT PAGE 700; AND RESOLUTION RECORDED NOVEMBER 14, 1994 IN BOOK 4423 AT PAGE 705.
29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SOUTH BEEBE DRAW WASTEWATER SERVICE AGREEMENT RECORDED JANUARY 23, 1998 IN BOOK 5214 AT PAGE 940.
30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MASTER UTILITY AGREEMENT RECORDED JANUARY 20, 1998 IN BOOK 5210 AT PAGE 863; AMENDMENT RECORDED OCTOBER 23, 2003 UNDER RECEPTION NO. C1227829.
31. CITY COUNCIL RESOLUTION APPROVING BROMLEY PARK - FILING NO. 101 PHASE AREA MASTER PLAN AND DEVELOPMENT AGREEMENT RECORDED FEBRUARY 8, 2001 UNDER RECEPTION NO. C0759390.
32. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT FOR BROMLEY PARK FILING NO. 101 RECORDED FEBRUARY 08, 2001 UNDER RECEPTION NO. C0759391; MODIFICATION AGREEMENT RECORDED AUGUST 30, 2010 UNDER RECEPTION NO. 2010000057988.
33. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BROMLEY PARK PHASE AREA MASTER PLAN I-76 INDUSTRIAL SITE PHASE AREA III RECORDED FEBRUARY 08, 2001 UNDER RECEPTION NO. C0759392.
34. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BROMLEY PARK FILING NO. 101 RECORDED FEBRUARY 08, 2001 UNDER RECEPTION NO. C0759393.
35. RESTRICTIVE COVENANTS AS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROMLEY PARK INTERSTATE BUSINESS PARK RECORDED FEBRUARY 15, 2001, UNDER RECEPTION NO. C0761908.

NOTE: ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED DECEMBER 28, 2007 UNDER RECEPTION NO. 2007000117896.

- 36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BROMLEY PARK LAND USE COVENANTS, GRANTS AND RESTRICTIONS RECORDED FEBRUARY 15, 2001 UNDER RECEPTION NO. C0761909.

ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED NOVEMBER 27, 2013 UNDER RECEPTION NO. 2013000100947.

- 37. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BROMLEY PARK METROPOLITAN DISTRICT #6, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 03, 2001, UNDER RECEPTION NO. C0896320; RECORDED AUGUST 3, 2006 UNDER RECEPTION NO. 20060803000785990; RECORDED APRIL 20, 2007 UNDER RECEPTION NO. 2007000039527; AND RECORDED FEBRUARY 28, 2008 UNDER RECEPTION NO. 2008000015598.
- 38. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 20, 2002 UNDER RECEPTION NO. C0971694.
- 39. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SPUR TRACK EASEMENT AGREEMENT RECORDED OCTOBER 23, 2003 UNDER RECEPTION NO. C1227826.
- 40. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN LEAD TRACK EASEMENT AGREEMENT RECORDED OCTOBER 23, 2003 UNDER RECEPTION NO. C1227827.
- 41. EASEMENTS AND NOTES AS SHOWN ON THE PLAT OF BROMLEY PARK FILING NO. 101 SECOND AMENDMENT RECORDED DECEMBER 8, 2004 UNDER RECEPTION NO. 20041208001246730.
- 42. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GRANT OF EASEMENT RECORDED APRIL 11, 2005 UNDER RECEPTION NO. 20050411000374120.
- 43. EASEMENT GRANTED TO UNITED POWER, INC., FOR ELECTRICAL FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 12, 2005, UNDER RECEPTION NO. 20051212001357150.
- 44. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT DEED AND TEMPORARY CONSTRUCTION EASEMENT RECORDED MARCH 15, 2006 UNDER RECEPTION NO. 20060315000264440.

45. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AGREEMENT (WELL COLLECTION LINE EASEMENT FOR WELL P-13) RECORDED MAY 22, 2006 UNDER RECEPTION NO. 20060522000523100.
46. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT OF ENTRY RECORDED MAY 22, 2006 UNDER RECEPTION NO. 20060522000523120.
47. PETITION FOR CLASS D IRRIGATION WATER ALLOTMENT CONTRACT RECORDED AUGUST 1, 2006 UNDER RECEPTION NO. 20060801000773150.
48. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AGREEMENT RECORDED SEPTEMBER 27, 2006 UNDER RECEPTION NO. 20060927000975070.
49. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AGREEMENT (WELL SITE P-13) RECORDED NOVEMBER 27, 2007 UNDER RECEPTION NO. 2007000109004.
50. EASEMENT GRANTED TO UNITED WATER & SANITATION DISTRICT, FOR UNDERGROUND UTILITIES AND PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 27, 2007, UNDER RECEPTION NO. 2007000109005.
51. EASEMENT GRANTED TO SOUTH BEEBE DRAW METROPOLITAN DISTRICT, FOR UNDERGROUND UTILITIES AND PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 27, 2007, UNDER RECEPTION NO. 2007000109006.
52. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AGREEMENT (WELL SITE P-12) RECORDED NOVEMBER 27, 2007 UNDER RECEPTION NO. 2007000109010.
53. EASEMENT GRANTED TO UNITED WATER & SANITATION DISTRICT, FOR UNDERGROUND UTILITIES AND PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 27, 2007, UNDER RECEPTION NO. 2007000109012.
54. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF CO-TENANCY AGREEMENT RECORDED DECEMBER 28, 2007 UNDER RECEPTION NO. 2007000118127; AMENDED MEMORANDUM OF CO-TENANCY AGREEMENT RECORDED APRIL 8, 2008 UNDER RECEPTION NO. 2008000027861.
55. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION ORDINANCE NO. 1973 RECORDED FEBRUARY 26, 2009 UNDER RECEPTION NO. 2009000013682.

56. NOTES AND ALL OTHER MATTERS AS SHOWN ON THE ANNEXATION PLAT TO THE CITY OF BRIGHTON, COLORADO RECORDED FEBRUARY 26, 2009 UNDER RECEPTION NO. 2009000013683.
57. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT CHIKUMA PROPERTY RECORDED FEBRUARY 26, 2009 UNDER RECEPTION NO. 2009000013685.
58. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE APPROVING A RE-ZONE FROM ADAMS COUNTY AGRICULTURAL TO BROMLEY PARK PUD/I RECORDED FEBRUARY 26, 2009 UNDER RECEPTION NO. 2009000013688.
59. NOTES AND ALL OTHER MATTERS AS SHOWN ON THE BROMLEY PARK P.U.D. 10TH AMENDMENT (MAJOR) RECORDED FEBRUARY 26, 2009 UNDER RECEPTION NO. 2009000013689.
60. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 1972 RECORDED FEBRUARY 26, 2009 UNDER RECEPTION NO. 2009000013690.
61. EFFECT OF BROMLEY PARK P.U.D. 11TH AMENDMENT (MAJOR) RECORDED FEBRUARY 26, 2009 UNDER RECEPTION NO. 2009000013691.
62. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ASSIGNMENT OF RIGHTS UNDER MUTUAL WATER CARRIAGE AND STORAGE AGREEMENT RECORDED JANUARY 06, 2010 UNDER RECEPTION NO. 3668677 (WELD COUNTY RECORDS).  
  
PARTIAL ASSIGNMENT OF RIGHTS UNDER MUTUAL WATER CARRIAGE AND STORAGE AGREEMENT RECORDED JANUARY 8, 2010 UNDER RECEPTION NO. 2010000001550.
63. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT DEED RECORDED JANUARY 08, 2010 UNDER RECEPTION NO. 2010000001544.
64. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT DEED RECORDED JANUARY 08, 2010 UNDER RECEPTION NO. 2010000001547.
65. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BROMLEY PARK, FILING NO. 103 DEVELOPMENT AGREEMENT RECORDED JANUARY 29, 2010 UNDER RECEPTION NO. 2010000006237.
66. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BROMLEY PARK FILING NO. 101, 3RD

AMENDMENT RECORDED AUGUST 30, 2010 UNDER RECEPTION NO. 20100000057989.

67. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BRIGHTON CITY COUNCIL RESOLUTION CHEROKEE 24" NATURAL GAS TRANSMISSION PIPELINE RECORDED NOVEMBER 20, 2012 UNDER RECEPTION NO. 3890126 (WELD COUNTY RECORDS).
68. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BROMLEY PARK METROPOLITAN DISTRICT #1, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 14, 2013, UNDER RECEPTION NO. 3902774 (WELD COUNTY RECORDS).
69. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR GAS PIPELINES AND FACILITIES APPURTENANT THERETO, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MAY 17, 2013, UNDER RECEPTION NO. 2013000042198.
70. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TEMPORARY CONSTRUCTION EASEMENT RECORDED JULY 03, 2013 UNDER RECEPTION NO. 2013000057292.
71. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR GAS PIPELINES AND FACILITIES APPURTENANT THERETO, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 03, 2013, UNDER RECEPTION NO. 2013000057323.
72. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JULY 13, 2016 UNDER RECEPTION NO. 2016000055794.
73. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103729 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
74. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103730 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
75. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103731 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
76. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103732 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

77. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103733 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
78. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103734 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
79. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103735 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
80. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103737 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
81. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103739 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
82. OIL AND GAS LEASE RECORDED DECEMBER 11, 2017 UNDER RECEPTION NO. 2017000108409 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
83. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/NSPS LAND TITLE SURVEY CERTIFIED JANUARY 19, 2018 PREPARED BY MARTIN/MARTIN CONSULTING ENGINEERS, JOB #15.1151.C.86  
  
A. ANY INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC IN AND TO THE UNPAVED ROAD TRAVERSING SUBJECT PROPERTY
84. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN OIL AND GAS LEASE RECORDED MAY 11, 2018 UNDER RECEPTION NO. 2018000038124 .
85. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN OIL AND GAS LEASE RECORDED MAY 17, 2018 UNDER RECEPTION NO. 2018000039920 .



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 19, 2018
<b>SUBJECT:</b> Special Warranty Deed for Adams Youth Services Center
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves resolution approving Special Warranty Deed to the State of Colorado for the Adams Youth Services Center

### **BACKGROUND:**

The State of Colorado Department of Human Services has received funding to design the replacement of the Adams Youth Services Center. This facility is the oldest youth detention facility in the State system.

The County has agreed to purchase and provide land for the construction and development of building to serve the Adams County community.

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

County Manager's Office  
County Attorney's Office  
State of Colorado Department of Human Services

### **ATTACHED DOCUMENTS:**

Resolution  
Special Warranty Deed



**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:			
<b>Total Revenues:</b>			

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:**

**RESOLUTION APPROVING SPECIAL WARRANTY DEED TO THE STATE OF COLORADO  
FOR THE ADAMS YOUTH SERVICES CENTER**

WHEREAS, Adams County and the State of Colorado (“State”) entered into an intergovernmental agreement dated December 15, 2017 (“IGA”) for the purpose of Adams County conveying land to the State for development and use as the Adams Youth Services Center; and,

WHEREAS, Adams County wishes to transfer the property described in the attached Special Warranty Deed to the State in order to complete its obligations pursuant to the IGA; and,

WHEREAS, the new Adams Youth Services Center will substantially benefit the citizens of Adams County by providing needed services to youth being held in detention.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Special Warranty Deed to the State of Colorado for the Adams Youth Services Center, a copy of which is attached hereto and incorporated herein by this reference, be approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners be authorized to execute said Special Warranty Deed on behalf of Adams County.

BE IT FURTHER RESOLVED, that the Special Warranty Deed shall not become effective until delivered at the closing.

## SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2018, between the County of Adams, State of Colorado, the legal address of which is 4430 S. Adams County Parkway, Brighton, CO 80601 (“Grantor”), and the State of Colorado for the Use and Benefit of the Department of Human Services, the legal address of which is 1575 Sherman Street, Denver, CO 80202 (“Grantee”):

### WITNESSETH

That the Grantor, for and in consideration of the promises set forth in an Intergovernmental Agreement between Grantor and Grantee dated December 15, 2017, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams, State of Colorado, described as follows:

Lot 2, Block 1, Bromley Park Filing No. 101, 7th Amendment, County of Adams, State of Colorado

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

EXCEPTING all mineral and water rights associated with the Property and any other rights that were retained by KING PAUL 1, LLC, JACOBS COLORADO LLC, and IVE COLORADO LLC, as part of those entities’ conveyance to Grantor, including an easement reserved by said entities and described in Exhibit A.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantees, its successors and assigns forever.

The Grantor, for itself, its successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor, subject to all matters set forth in attached Exhibit B.

REVERTER. Should either of the following events occur, the Grantee shall convey the property back to Grantor, upon the terms and conditions of the December 15, 2015

Intergovernmental Agreement between Adams County and the State of Colorado Regarding the Acquisition and Development of the Adams Youth Services Center:

1. Grantee fails to construct the Adams Youth Services Center by December 31, 2024, or
2. Grantee constructs the Adams Youth Services Center but then ceases to use the Property for use by the Department of Human Services for a consecutive period of eighteen (18) months. In the event of an act of God or other extenuating circumstance where the Grantee's non-use is intended to be temporary, the Grantee may, at least thirty days prior to the expiration of the eighteen month period, submit a written request to the Grantor for an additional eighteen months to bring the Property back into compliance with the terms of the IGA. The Grantor may, in its sole discretion, grant or deny the requested extension. Grantee's transfer of the Property back to the Grantor shall be by Special Warranty Deed, subject to land dedications and public utility easements.

IN WITNESS WHEREOF, the Grantor has caused its name to be hereunto subscribed by its duly authorized representative, the day and year first above written.

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

---

Chair

**ATTEST:  
STAN MARTIN, CLERK**

---

Deputy Clerk

**APPROVED AS TO FORM:**

---

County Attorney's Office

STATE OF COLORADO

)

)ss.

COUNTY OF \_\_\_\_\_

)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
2018, by \_\_\_\_\_, Chair of the Board of County  
Commissioners of the County of Adams, State of Colorado.

Witness my hand and official seal.

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

Notary Public

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

Exhibit **A** to Special Warranty Deed  
(Legal Description of Easement)

A PARCEL OF LAND LOCATED WITHIN LOT 3, BLOCK 1, BROMLEY PARKING FILING NO. 101, 3<sup>RD</sup> AMENDMENT, RECORDED AT RECEPTION NO. 2010000057989 LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY MOST CORNER OF SAID LOT 3; THENCE ALONG THE EASTERLY LINE OF SAID LOT 3, S49°24'18"W A DISTANCE OF 200.47 FEET TO A POINT ON A 30' LEAD TRACK EASEMENT RECORDED AT RECEPTION NUMBER C1227827; THENCE ALONG SAID 30' EASEMENT THE FOLLOWING THREE (3) COURSES; 1) 97.15 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 9°28'17", A RADIUS OF 587.71 FEET AND A CHORD THAT BEARS S71°15'28"W A DISTANCE OF 97.04 FEET;  
2) THENCE S75°59'32"W A DISTANCE OF 115.67 FEET TO A POINT OF CURVATURE;  
3) THENCE 71.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 6°38'39", A RADIUS OF 618.80 FEET AND A CHORD THAT BEARS S72°40'12"W A DISTANCE OF 71.72 FEET;  
THENCE N49°24'53"E A DISTANCE OF 209.01 FEET TO A POINT OF CURVATURE;  
THENCE 132.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 30°24'38", A RADIUS OF 250.00 FEET AND A CHORD THAT BEARS N34°12'34"E A DISTANCE OF 131.14 FEET;  
THENCE N19°00'15"E A DISTANCE OF 31.03 FEET TO THE NORTHERLY LINE OF SAID LOT 3;  
THENCE ALONG SAID NORTHERLY LINE, S70°59'45"E A DISTANCE OF 192.76 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS 0.874 ACRES (38,064 SQUARE FEET), MORE OR LESS.

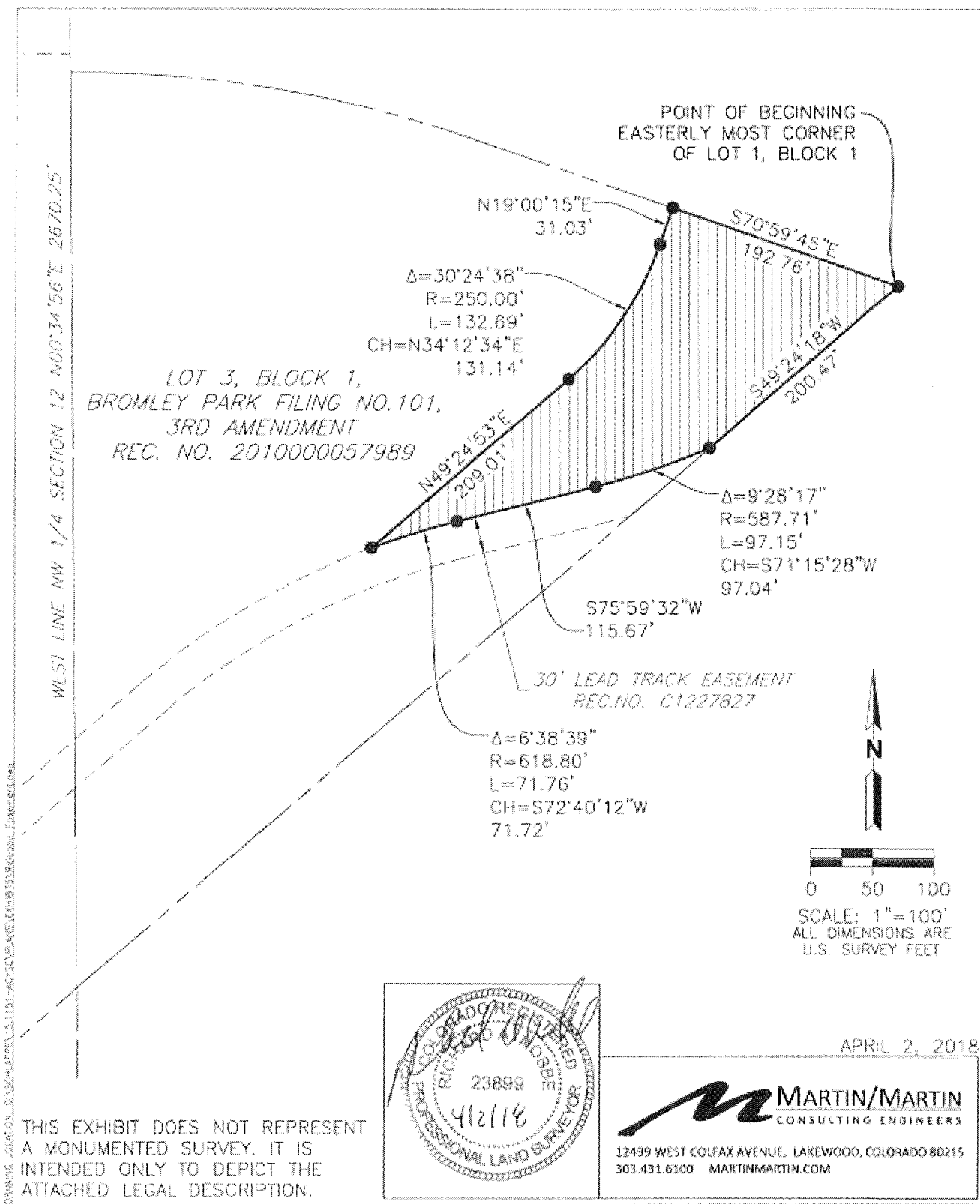
ALL LINEAL DISTANCES ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BASIS OF BEARING: BEARINGS ARE BASED ON THE ADAMS COUNTY CONTROL NETWORK BEARING OF N36°24'05"E BETWEEN ADAMS COUNTY STATION "S 62" (STA. NO. 11), A 3 1/2" US COSTAL & GEODETIC BENCHMARK BRASS CAP AND STATION "LOCHBUIE" (STA. NO. 21), A 3 1/4" ADASM COUNTY BRASS CAP SET IN CONCRETE.

PREPARED BY DENNIS PETER  
REVIEWED BY RICHARD A. NOBBE, PLS  
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
APRIL 2, 2018





**Exhibit B**  
**(Permitted Exceptions)**

1. All water rights appurtenant to the Property.
2. All mineral rights appurtenant to the Property.
3. All rights under any agreement with any metropolitan or other special district.
4. All rights of any Seller as declarant under any covenants, conditions, or restrictions relating to the Property.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records, except as to any liens or future liens resulting from work or material furnished at the specific, direct request, and with the actual knowledge of King Paul 1, LLC, a Colorado limited liability company, IVE Colorado LLC, a Colorado limited liability company, and Jacobs Colorado, LLC, a Colorado limited liability company.
6. TAXES AND ASSESSMENTS FOR THE YEAR 2018 AND SUBSEQUENT YEARS.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. RESERVATION MADE BY THE UNION PACIFIC RAILWAY COMPANY IN DEED RECORDED SEPTEMBER 12, 1888 IN BOOK A11 AT PAGE 441, OLD ADAMS COUNTY RECORDS.  
  
MINERAL QUIT CLAIM DEED FROM UNION PACIFIC LAND RESOURCES CORPORATION AND ROCK SPRINGS ROYALTY COMPANY TO ROCK CREEK MINERALS, L.L.C. RECORDED MAY 18, 2000 IN BOOK 6132 AT PAGE 208.
10. RESERVATION MADE BY THE UNION PACIFIC RAILWAY COMPANY IN DEED RECORDED SEPTEMBER 12, 1899 IN BOOK 389 AT PAGE 557, OLD ADAMS COUNTY RECORDS.
11. RESERVATION MADE BY THE UNION PACIFIC RAILWAY COMPANY IN DEED RECORDED FEBRUARY 24, 1900 IN BOOK 1287 AT PAGE 630, OLD ADAMS COUNTY RECORDS.
12. RIGHT OF WAY FOR PIPELINE AS GRANTED TO COLORADO INTERSTATE GAS COMPANY BY INSTRUMENTS RECORDED JANUARY 26, 1956 IN BOOK 591 AT PAGES 381 AND 384.
13. EASEMENT FOR THE DELIVERY OF WATER AS GRANTED TO SAM N. CHIKUMA AND JOSEPHINE Y. CHIKUMA BY CONSENT OF DECREE OF THE



DISTRICT COURT OF ADAMS COUNTY, RECORDED FEBRUARY 9, 1967 IN BOOK 1344 AT PAGE 440.

14. OIL AND GAS LEASE BETWEEN WILLIAM H. SHAW, EXECUTOR OF THE ESTATE OF REBA HOOD SHAW, A/K/A REBA H. SHAW, A/K/A REBA SHAW, DECEASED, AS LESSOR, AND MARTIN J. FREEDMAN, RECORDED JULY 7, 1970 IN BOOK 1611 AT PAGE 49, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

NOTE: PRODUCTION AFFIDAVITS RECORDED JULY 20, 1972 IN BOOK 1802 AT PAGE 602; AND RECORDED OCTOBER 17, 1973 IN BOOK 1894 AT PAGE 628; AND REVISED PRODUCTION AFFIDAVIT RECORDED MAY 10, 1974 IN BOOK 1894 AT PAGE 217; AND AGREEMENT RECORDED NOVEMBER 22, 1983 IN BOOK 2814 AT PAGE 49.

REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MARCH 31, 2006 UNDER RECEPTION NO. 20060331000327270.

15. AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS AND MINERALS AS RESERVED BY KATHERINE L. MCMORROW IN INSTRUMENT RECORDED JUNE 29, 1972 IN BOOK 1804 AT PAGE 702, AND ANY AND ALL ASSIGNMENT THEREOF OR INTERESTS THEREIN.

16. OIL AND GAS LEASE BETWEEN DAPHNE Y. STEGMAIER AND THOMAS G. VESSELS, RECORDED AUGUST 02, 1973 IN BOOK 1879 AT PAGE 784 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MARCH 31, 2006 UNDER RECEPTION NOS. 20060331000327270 AND 20060331000327280.

17. AN UNDIVIDED 49% INTEREST IN AND ALL TO OIL, GAS AND OTHER MINERALS, AS RESERVED IN DEED FROM WILLIAM HOOD SHAW AND DAPHNE Y. STEGMAIER TO BRIGHTON EAST DEVELOPMENT COMPANY #2 RECORDED AUGUST 8, 1973 IN BOOK 1881 AT PAGE 37.

18. A RIGHT OF WAY EASEMENT FOR ELECTRICAL FACILITIES AND INCIDENTAL PURPOSES GRANTED TO UNION RURAL ELECTRIC ASSOCIATION, INC. AS SET FORTH AND DESCRIBED IN INSTRUMENT JUNE 26, 1980 IN BOOK 2467 AT PAGE 976, UPON THE TERMS AND CONDITIONS SET FORTH THEREIN.

19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT WITH THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO RECORDED AUGUST 26, 1981 IN BOOK 2581 AT PAGE 718.

20. NOTES AND ALL OTHER MATTERS AS SHOWN ON THE P.U.D. OF BROMLEY PARK PRELIMINARY PLAN RECORDED SEPTEMBER 5, 1984 UNDER RECEPTION NO. B525682.
21. THE EFFECT OF THE INCLUSION OF SUBJECT PROPERTY IN THE BROMLEY PARK METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 25, 1985, IN BOOK 2993 AT PAGE 216.

MAPS OF BROMLEY PARK METROPOLITAN DISTRICTS #1, #2, #3 & #4 RECORDED JANUARY 13, 1995 UNDER RECEPTION NOS. C0045458, C0045459, C0045460 AND C0045461.

22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BROMLEY PARK P.U.D. RECORDED JULY 16, 1985 UNDER RECEPTION NO. B586587; BROMLEY PARK AMENDED RECORDED SEPTEMBER 9, 1988 UNDER RECEPTION NO. B838635; AND LETTER RECORDED DECEMBER 31, 2002 UNDER RECEPTION NO. C1074101.
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED JULY 31, 1985 IN BOOK 3030 AT PAGE 535; FIRST AMENDMENT TO ANNEXATION AGREEMENT RECORDED APRIL 13, 1987 IN BOOK 3031 AT PAGE 899 AND SECOND AMENDMENT TO ANNEXATION AGREEMENT RECORDED NOVEMBER 14, 1994 IN BOOK 4423 AT PAGE 908; RESOLUTION RECORDED JUNE 19, 1996 IN BOOK 4776 AT PAGE 140; FOURTH AMENDMENT TO ANNEXATION AGREEMENT RECORDED NOVEMBER 21, 1997 IN BOOK 5163 AT PAGE 219.

NOTE: NOTICE OF MUNICIPAL ANNEXATION OF OIL AND GAS WELLS RECORDED NOVEMBER 20, 1995 IN BOOK 4630 AT PAGE 535.

24. LEASE BETWEEN ROCK SPRINGS ROYALTY COMPANY, A UTAH CORPORATION, LESSOR, AND THE BRIGHTON COMPANY, A COLORADO LIMITED PARTNERSHIP, LESSEE, AS SHOWN BY MEMORANDUM OF LEASE RECORDED FEBRUARY 27, 1986, IN BOOK 3114 AT PAGE 918.

NOTE: ASSIGNMENT OF COAL LEASE RECORDED NOVEMBER 30, 1993 IN BOOK 4203 AT PAGE 785.

NOTE: NOTICE OF MINERAL INTERESTS AND SURFACE USE RECORDED DECEMBER 18, 2003 UNDER RECEPTION NO. C1254624.

25. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CENTRAL COLORADO WATER CONSERVANCY DISTRICT AND THE GROUND WATER MANAGEMENT SUBDISTRICT OF CENTRAL COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 13, 1986, IN BOOK 3098 AT PAGE 149.

26. OIL AND GAS LEASE BETWEEN JANE R. SHAW AND VESSELS OIL & GAS COMPANY, RECORDED NOVEMBER 03, 1993 IN BOOK 4184 AT PAGE 535 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
27. OIL AND GAS LEASE BETWEEN DAPHNE T. STEGMAIER AND VESSELS OIL & GAS COMPANY, RECORDED JANUARY 19, 1994 IN BOOK 4241 AT PAGE 397 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MARCH 31, 2006 UNDER RECEPTION NO. 20060331000327270.

28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 1460 RECORDED NOVEMBER 14, 1994 IN BOOK 4423 AT PAGE 700; AND RESOLUTION RECORDED NOVEMBER 14, 1994 IN BOOK 4423 AT PAGE 705.
29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SOUTH BEEBE DRAW WASTEWATER SERVICE AGREEMENT RECORDED JANUARY 23, 1998 IN BOOK 5214 AT PAGE 940.
30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MASTER UTILITY AGREEMENT RECORDED JANUARY 20, 1998 IN BOOK 5210 AT PAGE 863; AMENDMENT RECORDED OCTOBER 23, 2003 UNDER RECEPTION NO. C1227829.
31. CITY COUNCIL RESOLUTION APPROVING BROMLEY PARK - FILING NO. 101 PHASE AREA MASTER PLAN AND DEVELOPMENT AGREEMENT RECORDED FEBRUARY 8, 2001 UNDER RECEPTION NO. C0759390.
32. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT FOR BROMLEY PARK FILING NO. 101 RECORDED FEBRUARY 08, 2001 UNDER RECEPTION NO. C0759391; MODIFICATION AGREEMENT RECORDED AUGUST 30, 2010 UNDER RECEPTION NO. 2010000057988.
33. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BROMLEY PARK PHASE AREA MASTER PLAN I-76 INDUSTRIAL SITE PHASE AREA III RECORDED FEBRUARY 08, 2001 UNDER RECEPTION NO. C0759392.
34. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BROMLEY PARK FILING NO. 101 RECORDED FEBRUARY 08, 2001 UNDER RECEPTION NO. C0759393.
35. RESTRICTIVE COVENANTS AS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROMLEY PARK INTERSTATE BUSINESS PARK RECORDED FEBRUARY 15, 2001, UNDER RECEPTION NO. C0761908.

NOTE: ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED DECEMBER 28, 2007 UNDER RECEPTION NO. 2007000117896.

36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BROMLEY PARK LAND USE COVENANTS, GRANTS AND RESTRICTIONS RECORDED FEBRUARY 15, 2001 UNDER RECEPTION NO. C0761909.

ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED NOVEMBER 27, 2013 UNDER RECEPTION NO. 2013000100947.

37. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BROMLEY PARK METROPOLITAN DISTRICT #6, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 03, 2001, UNDER RECEPTION NO. C0896320; RECORDED AUGUST 3, 2006 UNDER RECEPTION NO. 20060803000785990; RECORDED APRIL 20, 2007 UNDER RECEPTION NO. 2007000039527; AND RECORDED FEBRUARY 28, 2008 UNDER RECEPTION NO. 2008000015598.
38. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 20, 2002 UNDER RECEPTION NO. C0971694.
39. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SPUR TRACK EASEMENT AGREEMENT RECORDED OCTOBER 23, 2003 UNDER RECEPTION NO. C1227826.
40. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN LEAD TRACK EASEMENT AGREEMENT RECORDED OCTOBER 23, 2003 UNDER RECEPTION NO. C1227827.
41. EASEMENTS AND NOTES AS SHOWN ON THE PLAT OF BROMLEY PARK FILING NO. 101 SECOND AMENDMENT RECORDED DECEMBER 8, 2004 UNDER RECEPTION NO. 20041208001246730.
42. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GRANT OF EASEMENT RECORDED APRIL 11, 2005 UNDER RECEPTION NO. 20050411000374120.
43. EASEMENT GRANTED TO UNITED POWER, INC., FOR ELECTRICAL FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 12, 2005, UNDER RECEPTION NO. 20051212001357150.
44. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT DEED AND TEMPORARY CONSTRUCTION EASEMENT RECORDED MARCH 15, 2006 UNDER RECEPTION NO. 20060315000264440.

45. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AGREEMENT (WELL COLLECTION LINE EASEMENT FOR WELL P-13) RECORDED MAY 22, 2006 UNDER RECEPTION NO. 20060522000523100.
46. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT OF ENTRY RECORDED MAY 22, 2006 UNDER RECEPTION NO. 20060522000523120.
47. PETITION FOR CLASS D IRRIGATION WATER ALLOTMENT CONTRACT RECORDED AUGUST 1, 2006 UNDER RECEPTION NO. 20060801000773150.
48. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AGREEMENT RECORDED SEPTEMBER 27, 2006 UNDER RECEPTION NO. 20060927000975070.
49. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AGREEMENT (WELL SITE P-13) RECORDED NOVEMBER 27, 2007 UNDER RECEPTION NO. 2007000109004.
50. EASEMENT GRANTED TO UNITED WATER & SANITATION DISTRICT, FOR UNDERGROUND UTILITIES AND PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 27, 2007, UNDER RECEPTION NO. 2007000109005.
51. EASEMENT GRANTED TO SOUTH BEEBE DRAW METROPOLITAN DISTRICT, FOR UNDERGROUND UTILITIES AND PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 27, 2007, UNDER RECEPTION NO. 2007000109006.
52. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AGREEMENT (WELL SITE P-12) RECORDED NOVEMBER 27, 2007 UNDER RECEPTION NO. 2007000109010.
53. EASEMENT GRANTED TO UNITED WATER & SANITATION DISTRICT, FOR UNDERGROUND UTILITIES AND PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 27, 2007, UNDER RECEPTION NO. 2007000109012.
54. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF CO-TENANCY AGREEMENT RECORDED DECEMBER 28, 2007 UNDER RECEPTION NO. 2007000118127; AMENDED MEMORANDUM OF CO-TENANCY AGREEMENT RECORDED APRIL 8, 2008 UNDER RECEPTION NO. 2008000027861.
55. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION ORDINANCE NO. 1973 RECORDED FEBRUARY 26, 2009 UNDER RECEPTION NO. 2009000013682.

56. NOTES AND ALL OTHER MATTERS AS SHOWN ON THE ANNEXATION PLAT TO THE CITY OF BRIGHTON, COLORADO RECORDED FEBRUARY 26, 2009 UNDER RECEPTION NO. 2009000013683.
57. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT CHIKUMA PROPERTY RECORDED FEBRUARY 26, 2009 UNDER RECEPTION NO. 2009000013685.
58. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE APPROVING A RE-ZONE FROM ADAMS COUNTY AGRICULTURAL TO BROMLEY PARK PUD/I RECORDED FEBRUARY 26, 2009 UNDER RECEPTION NO. 2009000013688.
59. NOTES AND ALL OTHER MATTERS AS SHOWN ON THE BROMLEY PARK P.U.D. 10TH AMENDMENT (MAJOR) RECORDED FEBRUARY 26, 2009 UNDER RECEPTION NO. 2009000013689.
60. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 1972 RECORDED FEBRUARY 26, 2009 UNDER RECEPTION NO. 2009000013690.
61. EFFECT OF BROMLEY PARK P.U.D. 11TH AMENDMENT (MAJOR) RECORDED FEBRUARY 26, 2009 UNDER RECEPTION NO. 2009000013691.
62. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ASSIGNMENT OF RIGHTS UNDER MUTUAL WATER CARRIAGE AND STORAGE AGREEMENT RECORDED JANUARY 06, 2010 UNDER RECEPTION NO. 3668677 (WELD COUNTY RECORDS).  
  
PARTIAL ASSIGNMENT OF RIGHTS UNDER MUTUAL WATER CARRIAGE AND STORAGE AGREEMENT RECORDED JANUARY 8, 2010 UNDER RECEPTION NO. 2010000001550.
63. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT DEED RECORDED JANUARY 08, 2010 UNDER RECEPTION NO. 2010000001544.
64. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT DEED RECORDED JANUARY 08, 2010 UNDER RECEPTION NO. 2010000001547.
65. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BROMLEY PARK, FILING NO. 103 DEVELOPMENT AGREEMENT RECORDED JANUARY 29, 2010 UNDER RECEPTION NO. 2010000006237.
66. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BROMLEY PARK FILING NO. 101, 3RD

AMENDMENT RECORDED AUGUST 30, 2010 UNDER RECEPTION NO. 20100000057989.

67. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BRIGHTON CITY COUNCIL RESOLUTION CHEROKEE 24" NATURAL GAS TRANSMISSION PIPELINE RECORDED NOVEMBER 20, 2012 UNDER RECEPTION NO. 3890126 (WELD COUNTY RECORDS).
68. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BROMLEY PARK METROPOLITAN DISTRICT #1, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 14, 2013, UNDER RECEPTION NO. 3902774 (WELD COUNTY RECORDS).
69. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR GAS PIPELINES AND FACILITIES APPURTENANT THERETO, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MAY 17, 2013, UNDER RECEPTION NO. 2013000042198.
70. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TEMPORARY CONSTRUCTION EASEMENT RECORDED JULY 03, 2013 UNDER RECEPTION NO. 2013000057292.
71. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR GAS PIPELINES AND FACILITIES APPURTENANT THERETO, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 03, 2013, UNDER RECEPTION NO. 2013000057323.
72. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JULY 13, 2016 UNDER RECEPTION NO. 2016000055794.
73. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103729 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
74. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103730 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
75. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103731 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
76. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103732 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

77. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103733 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
78. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103734 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
79. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103735 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
80. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103737 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
81. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103739 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
82. OIL AND GAS LEASE RECORDED DECEMBER 11, 2017 UNDER RECEPTION NO. 2017000108409 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
83. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/NSPS LAND TITLE SURVEY CERTIFIED JANUARY 19, 2018 PREPARED BY MARTIN/MARTIN CONSULTING ENGINEERS, JOB #15.1151.C.86  
  
A. ANY INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC IN AND TO THE UNPAVED ROAD TRAVERSING SUBJECT PROPERTY
84. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN OIL AND GAS LEASE RECORDED MAY 11, 2018 UNDER RECEPTION NO. 2018000038124 .
85. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN OIL AND GAS LEASE RECORDED MAY 17, 2018 UNDER RECEPTION NO. 2018000039920 .





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 19, 2018
<b>SUBJECT:</b> Oil and Gas Traffic Impact and Maintenance Fee
<b>FROM:</b> Kristin Sullivan, Director of Community and Economic Development
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development Department
<b>HEARD AT STUDY SESSION ON:</b> April 17, 2018
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves a resolution to adopt a fee schedule for oil and gas road impact and maintenance fees

### **BACKGROUND:**

In March 2016, after the County's adoption of amended oil and gas development regulations, the Board of County Commissioners gave direction to staff to study and propose a recommendation for oil and gas roadway impact and maintenance fees. After completing request for proposal and awarding a contract to a consultant to undertake the study, the study began in March 2017 and a draft study and fee recommendation were completed in November 2017. As part of the study, County staff organized several public involvement processes and meetings. See Exhibit 2 for the full schedule of the public outreach process.

On November 14, 2017, staff presented the preliminary results of the study to the BoCC and requested to post the results for a 60-day formal public comment period. The results were posted from December 7, 2017 to February 19, 2018. On February 19, 2018, staff obtained comments from resident groups, the Colorado Oil and Gas Association (COGA) with assistance from the Arcadis Consulting Group, and the Colorado Petroleum Council (See Exhibit 3). The resident groups were in support of the project. The main comments expressed by the oil and gas industry were dissatisfaction with assumptions used for the study and disproportional share of the cost of impact the study is associating with oil and gas road impact and traffic on the County's road network. The industry also requested revisions to some of the variables (i.e. input) used for the study. After thorough review of the comments, staff and the consult, Felsburg, Holt & Ullevig (FHU), revised the study, which resulted in a significant reduction in the preliminary fees. The revised study and fee schedule were presented to the BoCC on April 17, 2018 (See Exhibit 5). The oil and gas industry was informed of the study session and availability of the responses to

their comments. A number of representatives from the industry attended the study session on April 17, 2018.

On May 30, 2018, County staff met again with the oil and gas industry to discuss any outstanding comments that may not have been resolved with the responses presented to the BoCC. After the meeting, staff requested the industry representatives submit a written request for any other information, and be more specific on issues they felt had not been addressed in the study's report or county responses to their comments, as the majority of the initial responses from the industry had been general in nature. On June 11, 2018, the oil and gas industry representatives emailed County staff a memo with their outstanding concerns (See Exhibit 6). On June 14, 2018, County staff with collaboration from FHU responded to all the comments and outstanding issues from the oil and gas industry. One of the concerns expressed in the industry's memo was the County's use of a low "resilient modulus" for determining road paving (the resilient modulus number determines the depth of roadbase and/or the pavement depth that may be needed to pave a road). Other concerns expressed in the memo included data clarification and use of tax revenue from the oil and gas industry to offset some of the impacts such activities have on the County's road network. After thorough review of the comments, staff determined there were no major issues raised in the memo that undermine the results of the study.

In summary, the comments and feedback received from the public and stakeholders have been useful in refining some of the study results and making final adjustments to the fees as contained in the April 2018 report. Subsequent comments received after April, 2018 have also been carefully reviewed and do not warrant any further changes to the study or the proposed fees. It is staff's determination that the proposed fees reflect the true estimated cost of the impacts of oil and gas activities on the County's road network.

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

Community and Economic Development Department  
Public Works Department  
County Attorney's Office  
Finance Department

#### **ATTACHED DOCUMENTS:**

Resolution  
PowerPoint Presentation  
Exhibit 1-Fee Study Report  
Exhibit 2-Public Outreach Schedule  
Exhibit 3-Review Comments from COGA and Arcadis Group (dated: February 19, 2018)  
Exhibit 4: Study Session Documents with County Responses to COGA comments  
Exhibit 5-Review Comments from COGA (dated: June 11, 2018)  
Exhibit 6- County Responses to COGA Comments (dated June 14, 2018)

**FISCAL IMPACT:**

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

**Fund:****Cost Center:**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A FEE SCHEDULE FOR OIL AND GAS ROAD  
IMPACT AND MAINTAINANCE FEES

WHEREAS, the Adams County Board of County Commissioners has determined that it is prudent to create a Fee Schedule for road impact and maintenance fees to provide efficiency, economy, and uniformity in establishing and adjusting fees charged by Adams County; and,

WHEREAS, the fees are set forth to ensure payment of the proportional share of impacts from oil and gas activities on the County's road network; and,

WHEREAS, the fees set forth in the Fee Schedule are reasonably calculated to compensate Adams County for services provided to individuals paying fees; and,

WHEREAS, the Board of County Commissioners shall review the fee schedule on an annual basis for the purpose of adjusting and updating fees assessed by Adams County, and any amendments or additions thereto may be made by resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Adams, State of Colorado, that the Fee Schedule for Oil and Gas Road Impact and Maintenance Fees, a copy of which is attached, is approved, to become effective immediately.

# Oil and Gas Road Impact and Maintenance Fee Adoption

June 19, 2018

Board of County Commissioners Public Hearing  
Community and Economic Development Department  
Case Managers: Nana Appiah, Jen Rutter



# Request

- Adoption of Oil & Gas Road Impact and Maintenance Fee

# Study Background

- March 2016
  - Adoption of site-specific permit for oil and gas facilities
  - Approved two FTEs
  - Direction to study and propose oil and gas road impact and maintenance fees

# Study Background

- County commissioned this study to:
  - Understand potential impacts of oil and gas development and production on County's road system
  - Design a road impact and maintenance fee to offset increased maintenance, rehabilitation, and safety costs associated with heavy truck traffic
  - Address the fact that oil and gas development does not pay fees for road impacts like all other development does through regional traffic impact fee



# Study Background

- February 2017
  - Study commenced
- November 2017
  - Study draft and fee recommendation completed
  - Presentation to BoCC
- December 2017-February 2018
  - 60-day formal comment period
- April 2018
  - Study revised in response to input

# Study Background

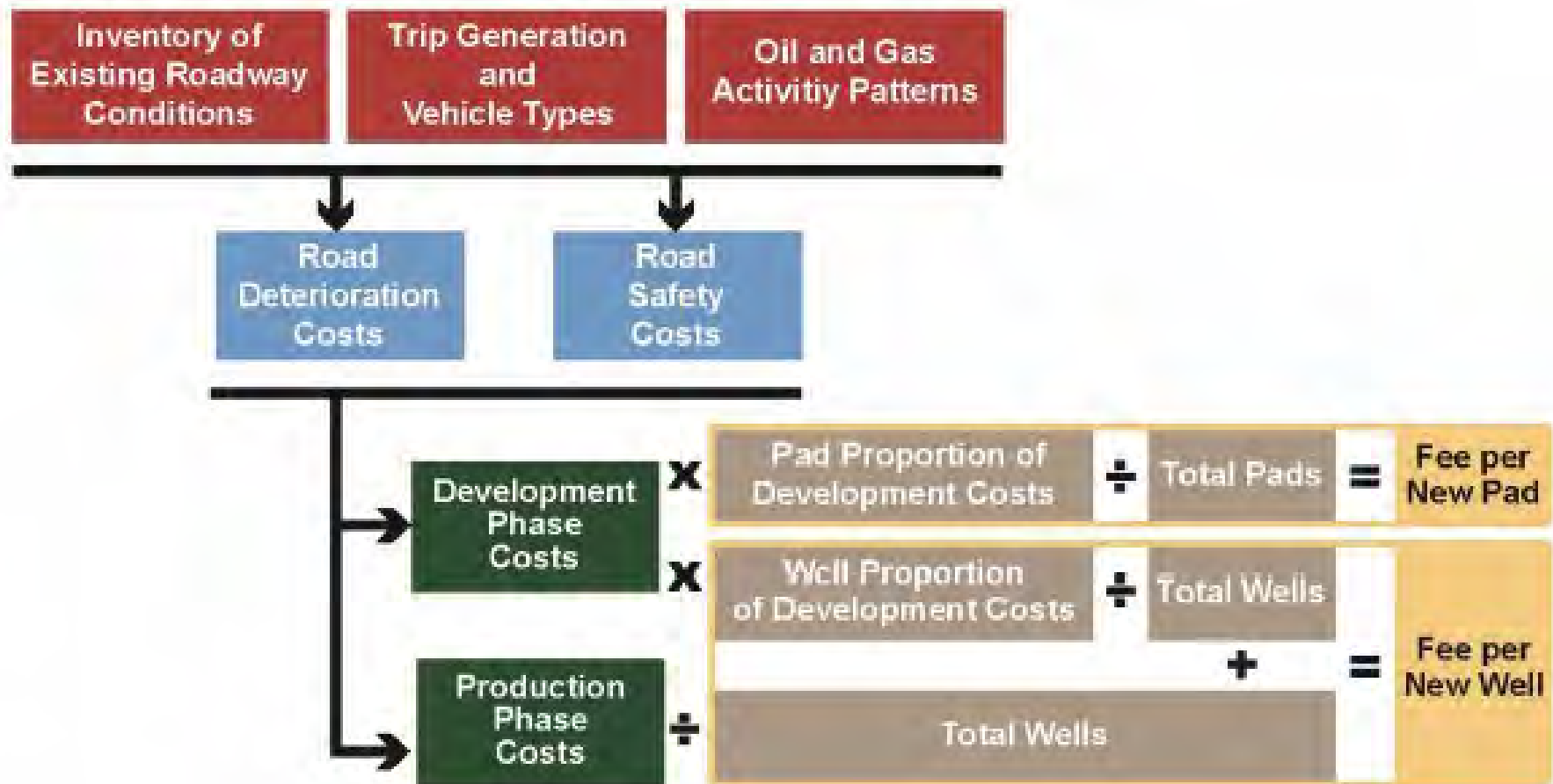
- Impacts of oil and gas traffic are unique
- Truck impacts are determined by their load
  - Weight of truck, distribution of weight over axels
- Equivalent Single-Axle Loads (ESALs) for each trip are used to determine impacts on a road surface
- Oil and gas trucks can have impacts as much as 15,000 to 46,000 times that of a passenger car
- Important to commission a study specific to the industry and the County's roadway system

# Methodology

- Travel demand model that focuses on oil and gas trips and loads on County's road network
- Data used:
  - Road surface type
  - Existing pavement conditions
  - Road shoulder sufficiency
- Assumptions used:
  - Number of wells per pad per area
  - Source of water
  - Location of produced water disposal

# Methodology

**Figure 17. Fee Calculation Methodology**





# Public Outreach

<b>Initial Outreach</b>	
<i>Date</i>	<i>Stakeholder Group</i>
8/9/2017	Operators & Reps
8/16/2017	General Public
8/21/2017	General Public
12/7/2017 – 2/19/2018	Referral
<b>Follow Up Meetings</b>	
<i>Date</i>	<i>Stakeholder Group</i>
12/14/2017	API/CPC
12/19/2017	COGA
2/1/2018	COGA
5/30/2018	COGA & Operators

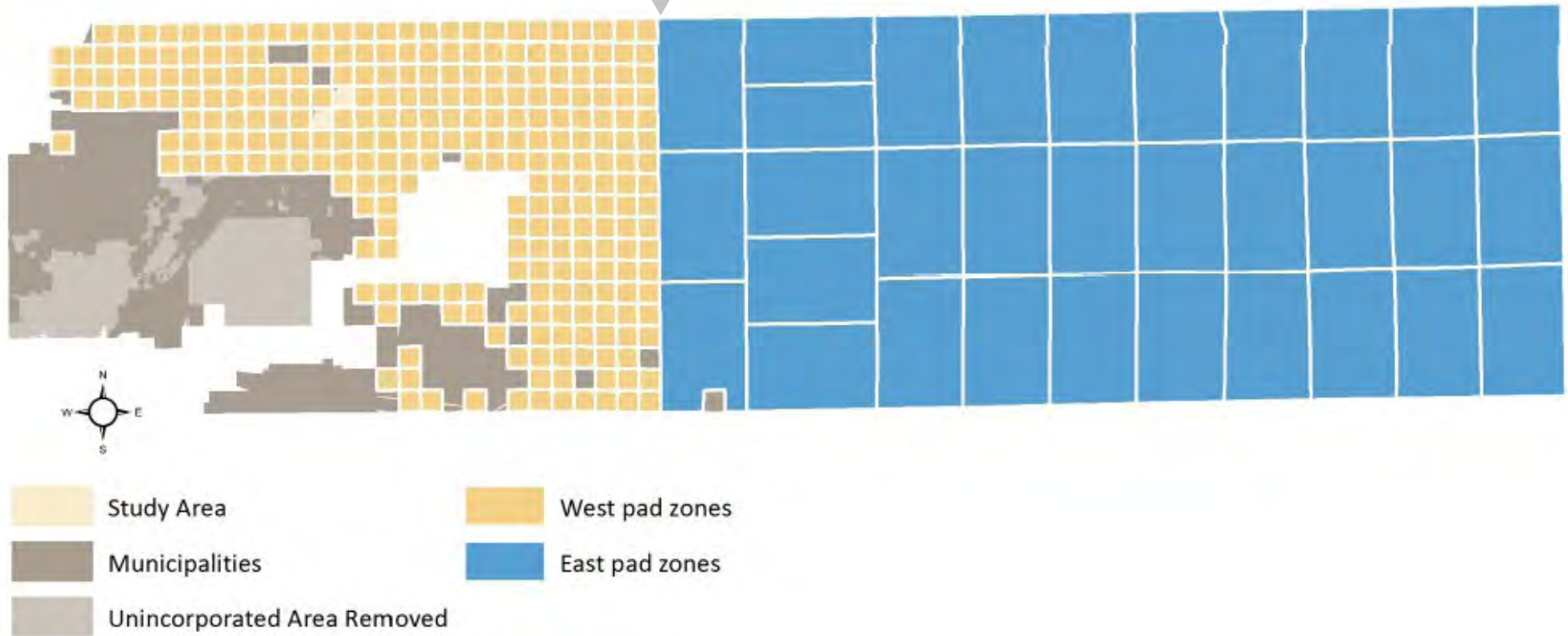
# Revisions Made from Feedback

- Included scenarios for three types of pipeline
- Separated the County into East and West to differentiate impacts
- Increased threshold from 400 VPD to 500 VPD for paving of unpaved roads

# Adams County Study Area

Schumaker Road

Figure 3. Pad Zones



# Oil & Gas Road Impact and Maintenance Fee Schedule

Fee Schedule			West	East
Fresh Water Pipeline	Produced Water Pipeline	Product Pipeline		
Per Pad Fees				
n/a	n/a	n/a	\$753	\$1,767
Per Well Fees				
--	--	--	\$36,523	\$61,827
✓	--	--	\$35,034	\$61,122
--	--	✓	\$21,112	\$37,781
--	✓	--	\$20,227	\$38,019
✓	--	✓	\$19,623	\$37,076
✓	✓	--	\$18,738	\$37,313
--	✓	✓	\$4,816	\$13,973
✓	✓	✓	\$3,327	\$13,268



# Remaining Stakeholder Concerns

- Disproportional share of cost allocated to industry
  - All development is required to pay road impact fees
- Asphalt overlay method uses conservative assumptions on soil resiliency
  - The County contains a variety of soils and the value used is historical average
- Asphalt overlay method costs do not appear to correlate to trip number
  - Not all trips are equal; different truck types have varying levels of impact
- Tax revenue from the oil and gas industry should offset impacts to the County
  - Taxes from development pay for general improvements; fees pay for specific impacts
- Request for details of study to allow for reproduction
  - Data used are provided in the appendices of the study
- Allow time for additional stakeholder feedback
  - Feedback has been solicited for 10 months and used to improve the accuracy of the study.

# Summary

- Robust report based on rational methodology, using valid data and assumptions
- Public outreach and feedback resulted in refinement of study and significant reduction in proposed fees
- Comments received since the April report were reviewed and do not warrant any further changes to the study or proposed fees.
- Thorough analysis and multiple reviews resulted in true estimated cost of impacts of oil and gas activities on County's road network

# Recommendations

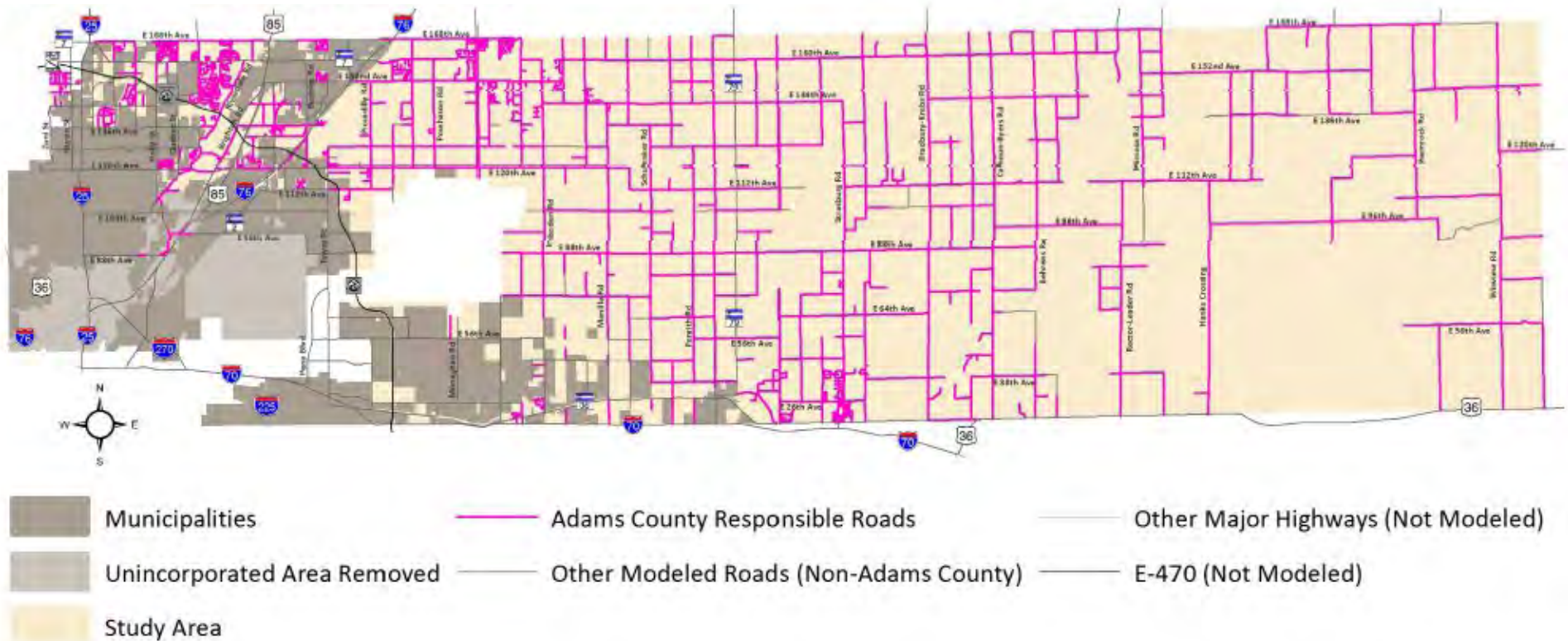
- Staff recommends **Approval** of the Oil & Gas Road Impact and Maintenance Fee Schedule.

# Study Area

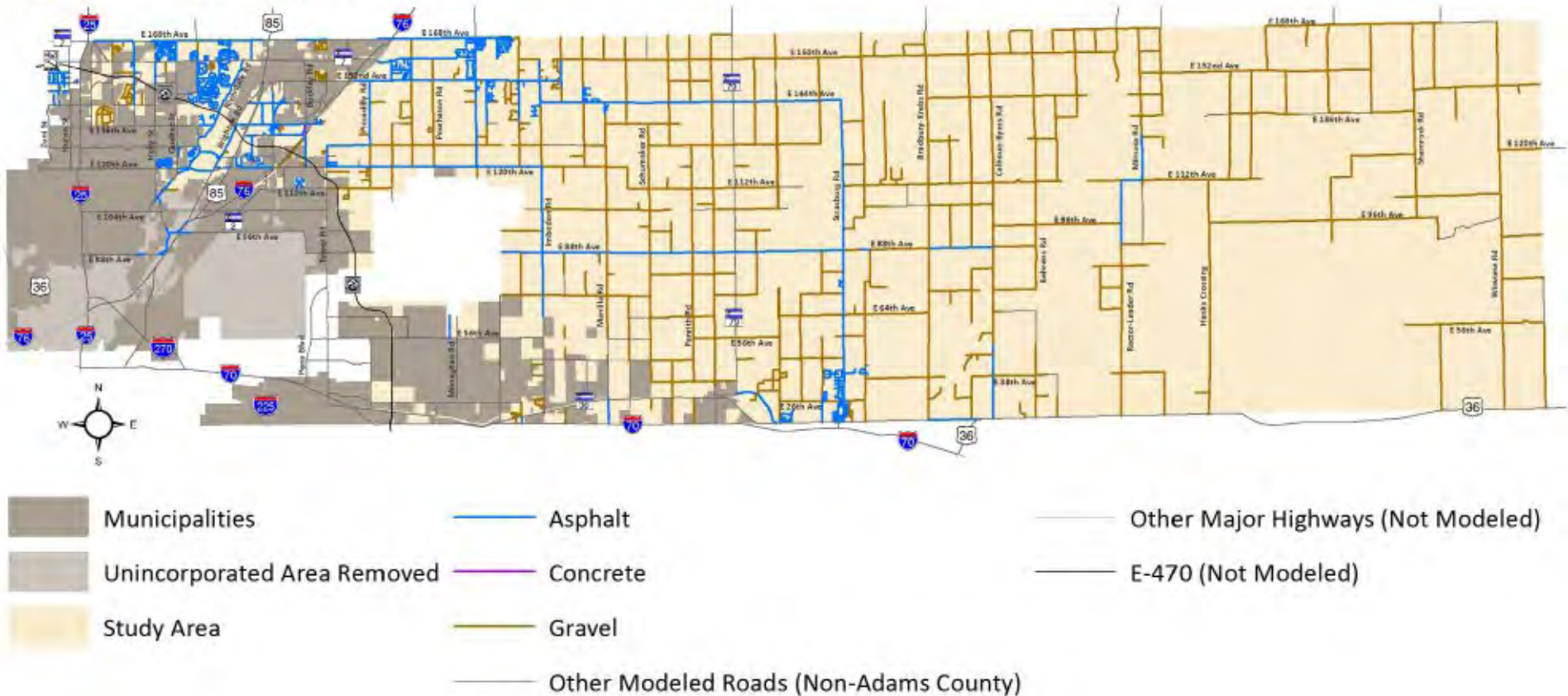




# Study Area Road Network



# Road Surface Types

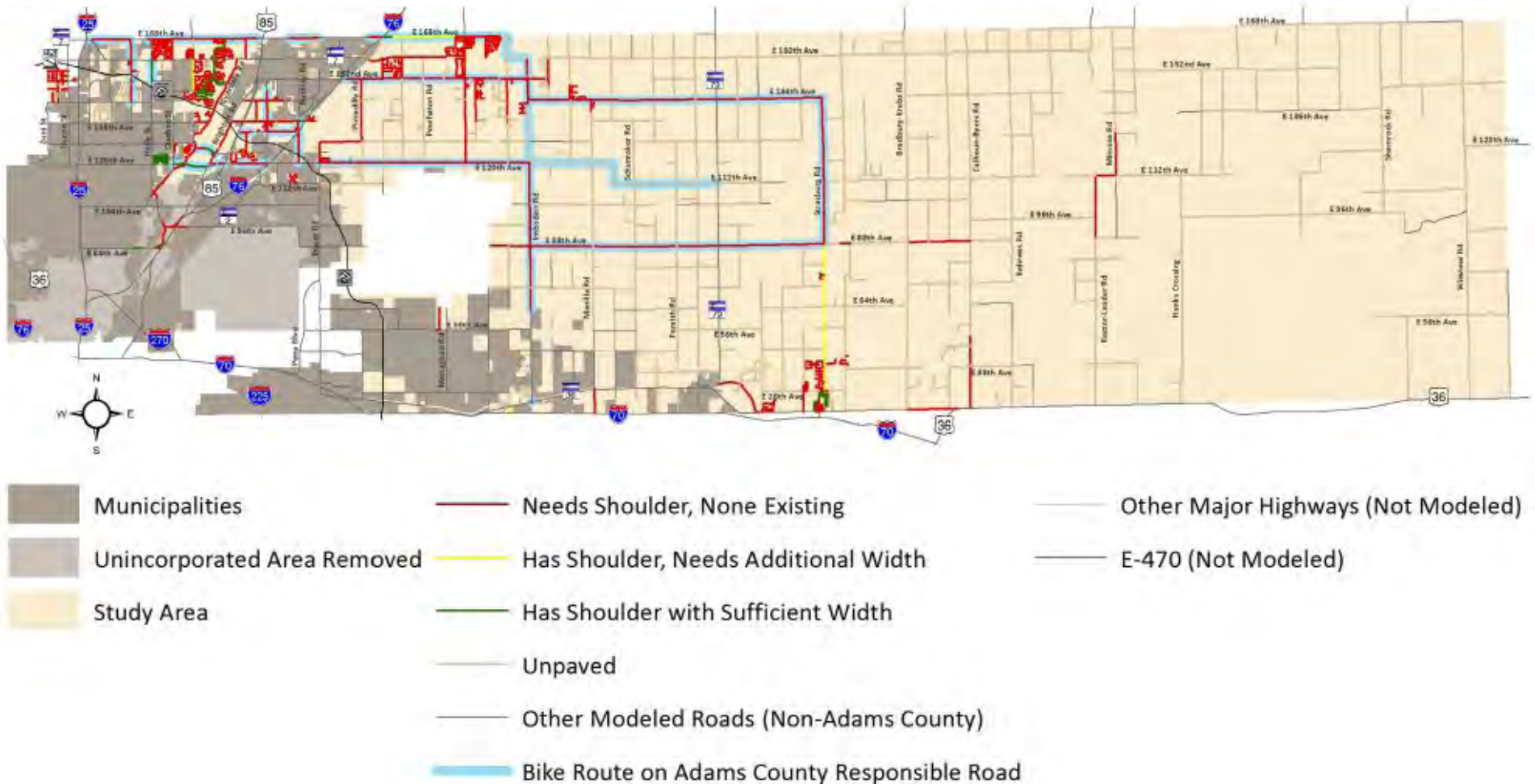




# Existing Pavement Conditions



# Road Shoulder Sufficiency





## Fresh Water Sources

## Produced Water Disposal Assumptions

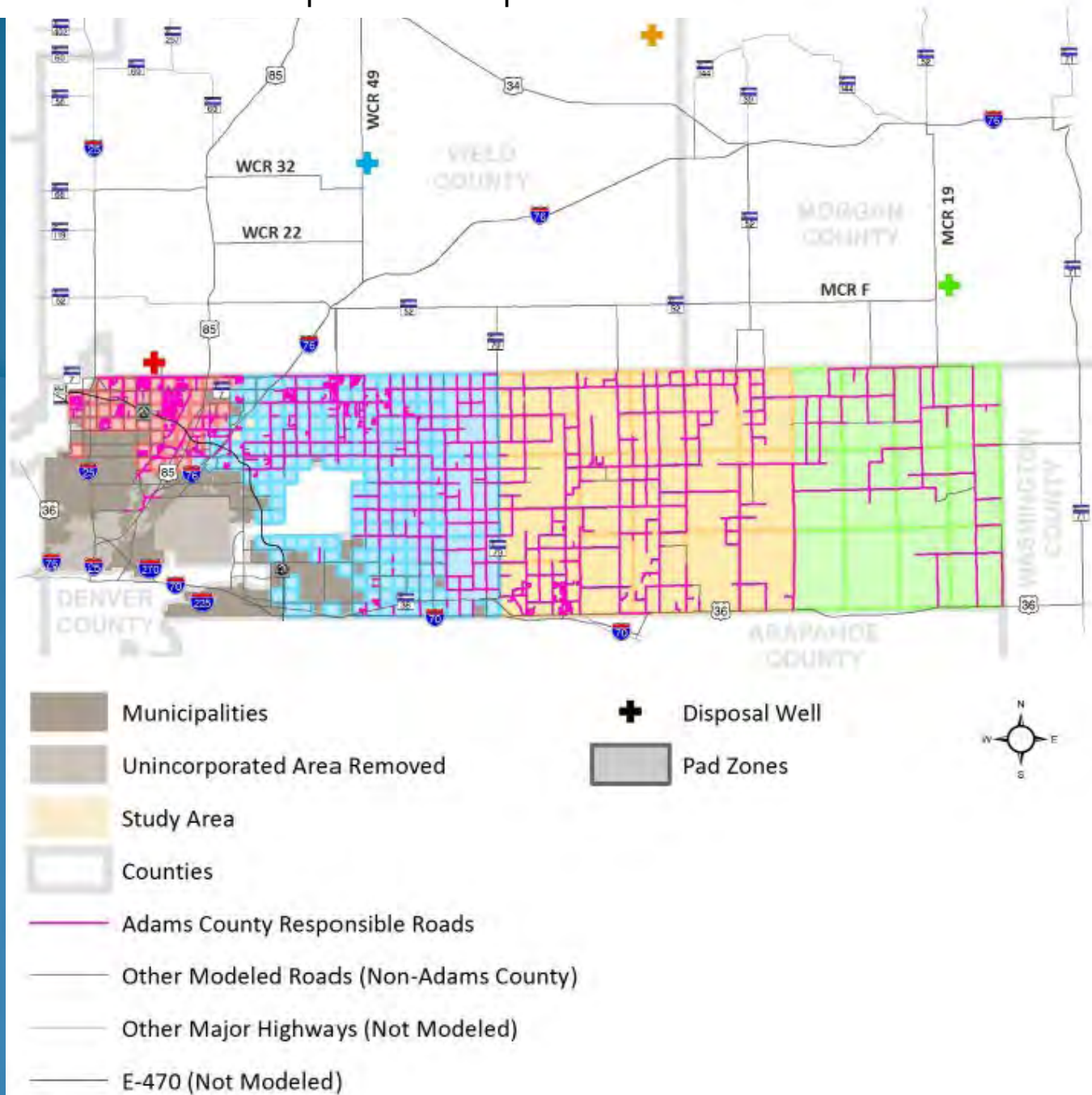


Exhibit 1- Fee Study Report  
April, 2018



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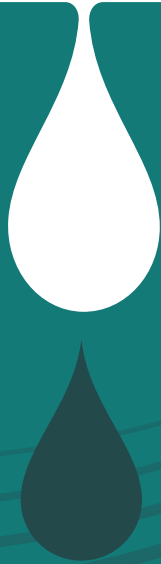
# ADAMS COUNTY

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## OIL & GAS

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### TRAFFIC IMPACT STUDY



Prepared by:

FELSBURG  
HOLT &  
ULLEVIG



**Prepared for:**

**Adams County**  
4430 S. Adams County Pkwy.  
Brighton, CO 80601

**Prepared by:**

**Felsburg Holt & Ullevig**  
6300 South Syracuse Way, Suite 600  
Centennial, CO 80111  
303.721.1440

April 2018  
FHU Reference No. 116382-01





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## EXECUTIVE SUMMARY

### *Background and Purpose*

Due to Adams County's location to the Wattenberg Field, energy companies have shown an increased interest in exploration and drilling in the County. Many national and international factors will shape future levels of drilling activity, including oil and gas prices, national economic growth prospects, and the merit of the Niobrara Shale relative to other production areas.

Oil and gas drilling and production can impact local road systems, as well as other public infrastructure and services. Adams County has commissioned this study to understand the potential impacts of oil and gas development and production on the County's road system and to design a roadway impact fee to offset increased transportation maintenance, rehabilitation, and safety costs associated with heavy truck traffic and road damage from oil and gas activity.

The purpose of designing oil and gas roadway impact fees is to recover the incremental costs associated with the oil and gas industry's impact on Adams County's road network. Because of the nature of oil and gas development, the most intense impact occurs during the first month of a well's life. After the development phase, the well enters the less trip-intensive, though ongoing, production phase. The capital required to recover the costs of the development phase is ideally recovered before development begins or during the permitting process. The fees are designed to recoup the cost to the County associated with road deterioration and safety. Adams County has authority derived from state statutes to regulate public roads over which it has jurisdiction. The oil and gas roadway deterioration and safety impact fees are designed and structured within these parameters.



Constructed well pad with drilling rig in the Niobrara Shale.  
Source: Carrizo Oil & Gas Inc.

### *Trip Generation and Loads*

Oil and gas development requires the transport of heavy equipment to the well site to build access roads, construct a well pad, and transport a drilling rig. Heavy trucks are also required to bring fresh water to the well site, and to transport produced water and extracted resources off site. Based on literature reviews and recent oil and gas studies completed along the Front Range, a typical horizontally-drilled and fracked well in the study area will generate an estimated 2,932 trips during its two- to three-week development period, largely related to water delivery and removal. Once a well is in the production phase, it generates about two trips per day for the remainder of its productive life. This trip generation estimate can be converted from a one-rig, one-well format to the more common multi-well pad configuration. For example, a 12-well pad configuration will generate nearly 24,500 truck trips during the development phase.



Loads for each truck – the weight and how it is distributed across a truck’s axles – are the main determinants of impacts to roadway surfaces. Equivalent single-axle loads (ESALs) for each trip are used to calculate heavy vehicle trips’ impacts on a road’s surface condition. A variety of the vehicle types used for oil and gas activities are specialized and/or of significant weight, resulting in ESAL factors greater than many typical vehicles. The load impact of oil and gas trucks can be as much as 15,000 to 46,000 times that of a passenger car.



An oil derrick being hauled.  
Source: Colorado Motor Carriers Association

## Mitigation Costs

This roadway impact study utilizes a travel demand model that focuses exclusively on oil and gas trips and loads using Adams County’s road network within the study area (unincorporated County land excluding areas south of E 112<sup>th</sup> Avenue and west of Tower Road), which was divided into a West district and East district along Schumaker Road. The model calculates the industry trips and loads associated with a single 12-well pad within each 1-mile section of the West district (268) and within 24 square-mile blocks of sections in the East district (32, for a total of 300 pads). The costs to offset the impacts on Adams County’s roads are calculated and divided by the number of pads and wells to calculate a per-pad and per-well fee that is representative of the average impacts of oil and gas development in the County.

The roadway deterioration costs account for:

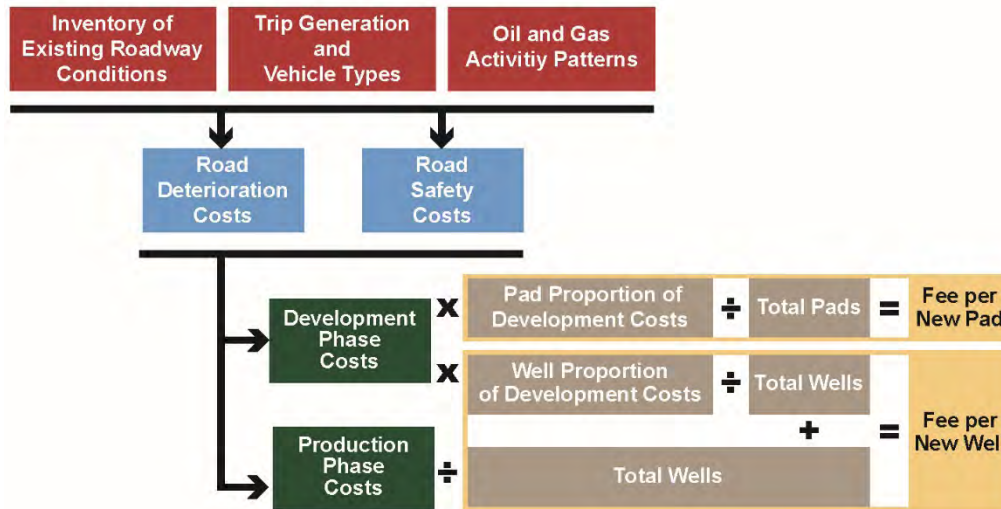
- ▶ The incremental depth of pavement required to recover the damage on asphalt roads
- ▶ Reconstruction of asphalt roads that are in poor condition
- ▶ The incremental reduction in service life and expedited reconstruction of concrete roads
- ▶ Increased maintenance requirements on unpaved roads
- ▶ Paving of unpaved roads that exceed daily traffic volume thresholds

The safety costs are based on shoulder widening to maintain safe multimodal roads designated as bike routes with the increased truck traffic associated with the oil and gas development. Wider shoulders provide space for bicyclists separate from the travel lanes. Shoulders also provide safety benefits for all roadway users: they serve as a countermeasure to run-off-road crashes and provide a stopping area for breakdowns or other emergencies.

## Oil & Gas Roadway Impact Fee Methodology

The figure below illustrates the methodology used to calculate the oil and gas transportation impact fees. To allow for variations in the number of wells per pad, the fee calculation is based on two components: a pad construction fee and a well development and production fee. One percent of all costs associated with developing a 12-well pad is attributable to pad construction based on that activity’s ESAL generation, and the remaining costs are attributed to the well development. All production costs are associated with the well fee.

## Fee Calculation Methodology



The oil and gas roadway impact fees are calculated by estimating the total roadway deterioration and safety impact costs associated with oil and gas development and production, and then dividing the total cost by the total number of pads and wells. Two additional well characteristics were then factored into the fee calculations:

- ▶ Due to longer trip lengths and a less developed roadway network in the East district, costs associated with oil and gas are greater, so fees were calculated separately for the two districts.
- ▶ Fresh water, produced water, and product pipelines reduce truck trips and therefore reduce roadway impacts, so reductions in fees are included for all pipeline combinations.

## Oil & Gas Roadway Impact Fee Schedule

A draft Adams County Oil & Gas Traffic Impact Study was prepared in December 2017 and posted on the County's website for sixty days to allow public review and comment. Comments were received from resident groups, the Colorado Oil and Gas Association with assistance from the Arcadis Consulting Group, and the Colorado Petroleum Council. The resident groups expressed support for the study and fees. Comments provided by the oil and gas industry expressed certain concerns. Based on this feedback, several edits were made to the revised Oil & Gas Traffic Impact Study and two methodology changes were made that result in reduced fee levels:

- ▶ The traffic volume threshold for paving unpaved roads was increased from 400 vehicles per day to 500.
- ▶ Requirement to add shoulders on designated bike routes was removed for roads used during the oil and gas development phase and only applied for roads used during the longer production phase.

The following table provides the recommended oil and gas impact fee schedule corresponding to the estimated impact cost for each new pad and well by pipeline scenario for the West and East districts, incorporating the changes listed above.

## Recommended Oil and Gas Roadway Impact Fee Schedule (2017\$)

Pipeline Scenario			West	East
Fresh Water Pipeline	Produced Water Pipeline	Product Pipeline		
Per Pad Fees				
n/a	n/a	n/a	\$753	\$1,767
Per Well Fees				
-	-	-	\$36,523	\$61,827
✓	-	-	\$35,034	\$61,122
-	-	✓	\$21,112	\$37,781
-	✓	-	\$20,227	\$38,019
✓	-	✓	\$19,623	\$37,076
✓	✓	-	\$18,738	\$37,313
-	✓	✓	\$4,816	\$13,973
✓	✓	✓	\$3,327	\$13,268

## 1.0 INTRODUCTION

Colorado is one of the nation's leading energy producing states. According to the United States Energy Information Administration (EIA), Colorado was the 7<sup>th</sup> highest state in total energy production in 2015. Oil and gas energy production is the primary source of the state's large output of energy, with Colorado ranking 7<sup>th</sup> in crude oil production in 2017 and 5<sup>th</sup> in natural gas production in 2016. The state's largest oil and gas producing area includes the Wattenberg Field and the Niobrara shale formation, which lies beneath parts of Adams County. Because of the County's proximity to these plays, Adams County ranks in the top ten producing counties in Colorado for both oil and natural gas production according to the Colorado Oil and Gas Conservation Commission (COGCC), and continues to see additional development.

Oil and gas drilling and production can impact local road systems, as well as other public infrastructure and services. Adams County has commissioned this study to understand the potential impacts of oil and gas development and production on the County's road system and to design a fee system to offset increased roadway rehabilitation, maintenance, and safety costs associated with heavy truck traffic from oil and gas activity.

### *Study Purpose*

This study seeks to understand and quantify the potential impacts of oil and gas development to the County transportation system. This study is not intended to predict oil and gas development location or intensity, but rather to provide County officials with information about the potential impacts to the County's transportation system and associated costs using an informed set of assumptions based on the best available data.

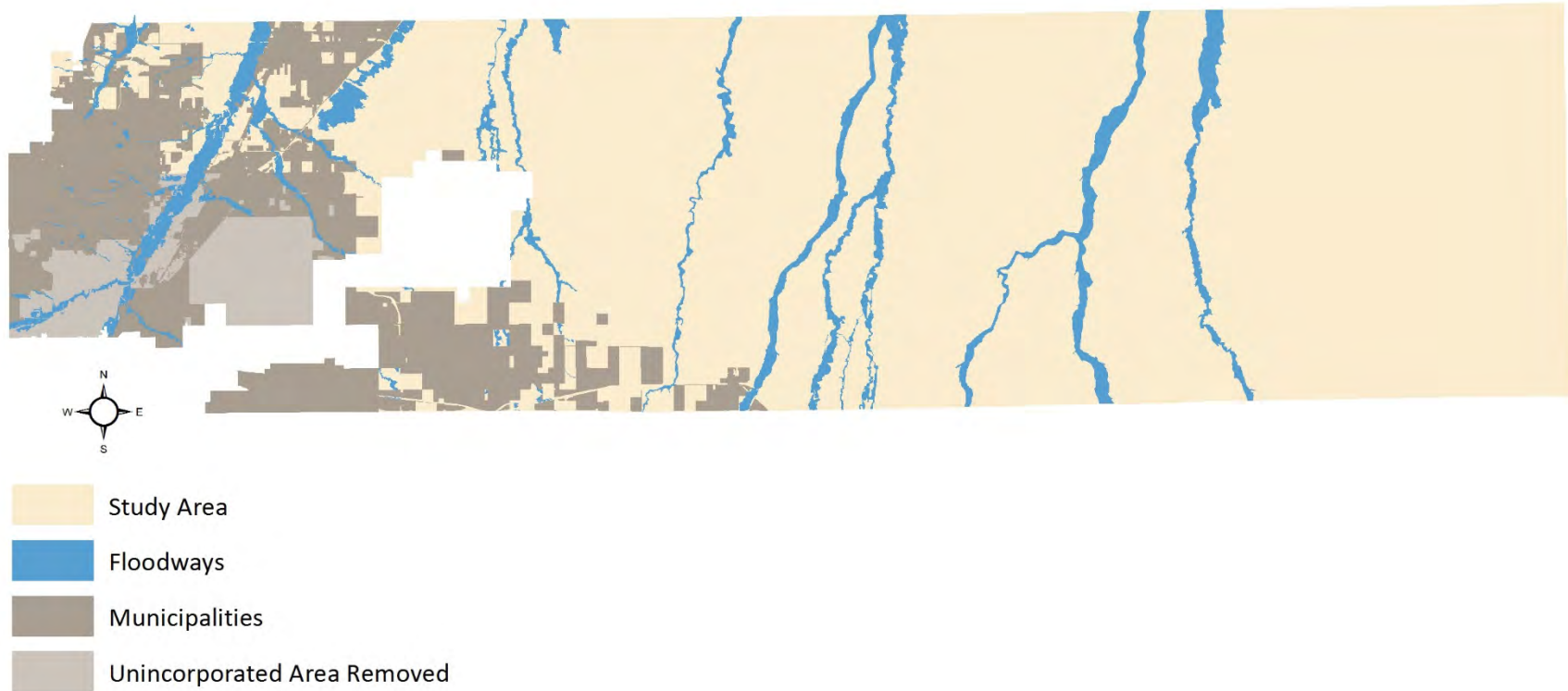
The transportation impacts estimated within this study are used to design and calculate impact fees that will offset the transportation-related impacts of oil and gas development. Adams County has authority derived from state statutes to regulate public roads over which it has jurisdiction. The oil and gas transportation impact fees are designed and structured within these parameters.

### *Study Area*

The study area is defined as the unincorporated County land north of E 112<sup>th</sup> Avenue and east of Tower Road that is not within a defined floodway. Historically, activity has occurred in the northwestern portion of this area, as it contains the Wattenberg Field and Niobrara formation, but the eastern portion of the County was also included due to some recent exploration activity occurring and the presence of other known fields despite those fields lacking a history of horizontal well development. Only unincorporated County land outside of defined floodways and with adequate surface space to drill was considered for development within this study. The southwestern portion of the County was excluded from the study because it contains less unincorporated land, is more densely built, and lacks the presence of known fields and historical development.

**Figure 1** shows the study area as described above, with incorporated land and land within floodways removed. Additional information as to how the study area was divided and assessed for oil and gas impacts is provided in **Chapter 2**.

**Figure 1. Study Area**

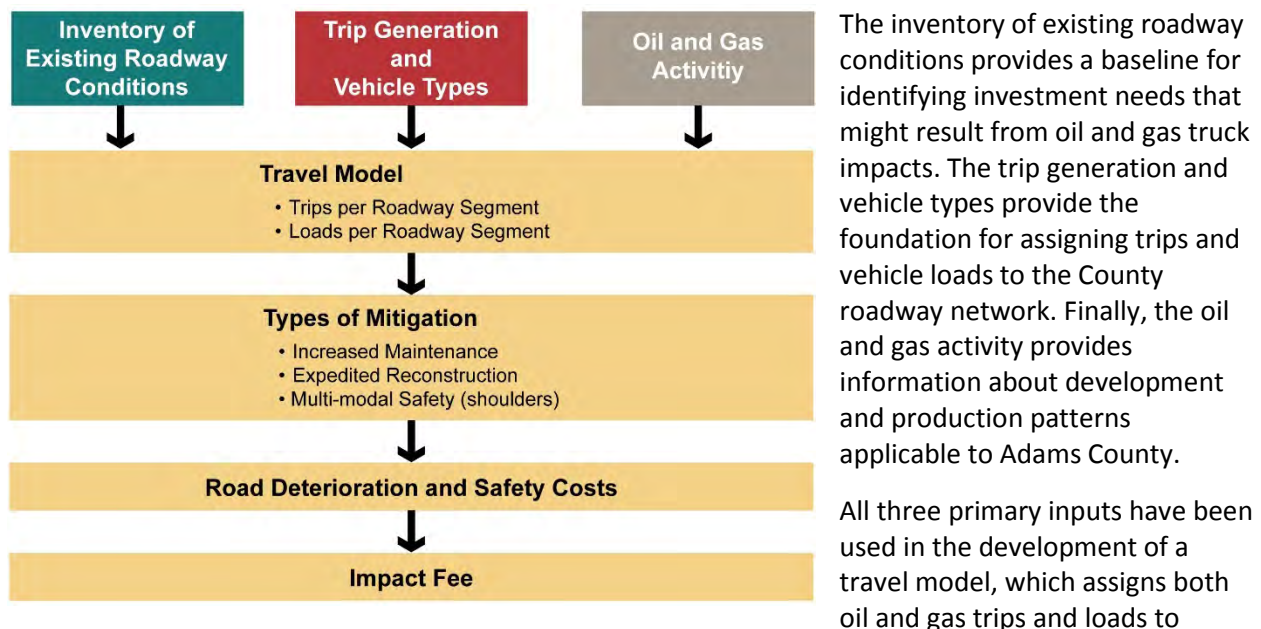


Sources: CDOT, 2017; FEMA, 2017; Adams County, 2017; BLM, 2017

## Process

A process consisting of a series of analytical techniques has been developed and used to achieve the study purpose of assessing the potential impacts to the transportation system, quantifying transportation system needs (maintenance, rehabilitation, and safety), and calculating an appropriate roadway impact fee. **Figure 2** provides a flowchart summarizing this process and its inputs.

**Figure 2. Study Process Diagram**



individual road segments in the study area. Using the results of the travel model, mitigation strategies can be identified based on roadway maintenance needs, rehabilitation, and safety improvements that result in roadway deterioration and safety costs resulting from oil and gas activity. After the proportional costs of road deterioration and road safety costs are calculated, a fee is designed to recover these costs during the oil and gas land use application process.

Each box in **Figure 2** represents a set of calculations, many of which require assumptions because of the uncertainties of oil and gas development in general (e.g., the intensity of development), as well as the development potential in Adams County. Previous studies on the transportation impacts of oil and gas development from across the country were referenced in the creation of these assumptions. Likewise, a series of interviews with key Adams County staff were conducted to better understand current development trends and how oil and gas trucks could potentially impact County roads. A list of references is provided in **Appendix A**. A more in-depth description of the assumptions and analytical processes used is provided in **Chapter 3**.



## 2. OIL & GAS ACTIVITY ASSUMPTIONS FOR ADAMS COUNTY

### *Oil & Gas Development Process Overview*

There are five stages in the development and operation of an oil or gas well:

- ▶ **Leasing and exploration** – Obtaining mineral rights and developing a well drilling program.
- ▶ **Pad construction** – Preparing the site, including building the access road and the pad upon which wells will be drilled.
- ▶ **Drilling** – The process of drilling the well to the desired depth and completing the requisite number of horizontal bores.
- ▶ **Completion** – Converting the well system to a producing well, typically by fracturing the shale and completing the production well requirements, and removing produced water from the site.
- ▶ **Production** – Extracting, storing, and distributing the resource.

For the purposes of this study, impacts have been estimated for all stages above except the leasing and exploration stage. More detail about these stages is provided below.

### **Pad Construction**

The first stage of development is pad construction. In this stage, crews build a road to the drilling site and construct a well pad. This process requires building a gravel road and grading a pad site generally three to five acres in area. The number of wells per pad may range significantly; however, the road and the pad require roughly the same amount of construction equipment, materials, and truck trips regardless of the number of wells.

### **Drilling**

The next stage of development is the drilling stage. This stage requires one drilling rig to drill the well bore into the earth and continue horizontally in the direction of the intended extraction locations. In the Niobrara Shale, typical wells reach depths of between 6,000 to 8,000 feet and can extend two or more miles horizontally into the shale formation. If the site is a multi-well pad, the same single rig generally drills all wells on the pad. While the drilling rig transport is sensitive to the number of pads constructed, transportation of other materials including drilling fluid and materials, drilling equipment, casing, and drill pipe are all “well sensitive,” meaning each well will require additional materials. Thus, the number of trips required to transport the drilling materials will increase with each well on the pad.



Active drilling rig near Greeley, Colorado.  
Source: Julie Dermansky for Earthworks, 2014

## Completion

Once drilling is complete, wells must be completed using hydraulic fracturing – known as fracking. The drilling rig is replaced with a multitude of hydraulic fracturing equipment including blender trucks, pump trucks, water tanks, produced water trucks, and fracture sand. Most of the completion equipment is well-sensitive, meaning the number of trips will increase depending on the number of wells on a pad.



Completion rig and trucks on a well pad in Weld County, September 2014.

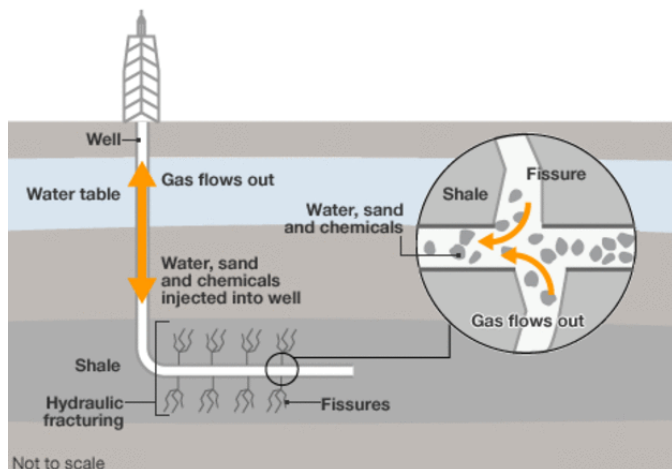
Source: Sangosti/The Denver Post, 2015

The majority of all development truck trips are used for transporting fresh frack water to the site, and produced flowback wastewater from the site. Well completion typically requires millions of gallons of water as an input. Once a well is fracked, it also produces large quantities of wastewater. Since typical water trucks have capacities between 5,000 and 6,000 gallons, a large number of trips are required to transport fresh water and produced water.

A newer alternative to tanker trucks for transporting water to and from the site is the use of surface water pipelines. A pad site will have significantly fewer truck trips if they are able to utilize pipelines for water transportation.

To complete a well, the workers first use a fracking gun to penetrate through the well casing and fracture the shale at the furthest depths of the well. Once the well has been penetrated by the fracking gun in the appropriate areas, a highly pressurized mixture of water and chemicals is pumped into the fractures starting at the deepest end of the well. The fracking fluid flows through the fractures and begins to crack the shale along natural weaknesses in the rock. Proppant, usually a sand mixture, is introduced into the fractures to keep the cracks open and help oil and gas escape into the well. The workers use a series of plugs to maintain the pressure of a fracked segment and continue to frack the shale along the horizontal well. During this stage, millions of gallons of water are pumped at high pressures into the shale and then subsequently retrieved. Under COGCC guidelines, all water used in this process is either recycled or properly disposed of under Commission regulations, primarily through injection wells. Once each of the arms of a well is sufficiently fractured, the plugs are removed and the well is ready for oil or gas production.

Shale gas extraction



Drilling and completion stage technology: horizontal gas well with hydraulic fracturing.

Source: BBC News, 2015



## Production

Once the well is complete, the well pad transitions to the production phase, pumping oil or gas and produced water from the well for storage, disposal, or distribution. As oil and gas is pumped from the well, the contents are sent to machines that separate the oil, gas, water, and other gases. The produced water is most commonly injected into underground injection wells, which often requires transport by pipeline or truck. The well must maintain optimal pressure to continue the production of energy resources, and is monitored constantly. If any abnormality is indicated, the off-site well maintenance crew is automatically notified. Production trips continue throughout the life of the well, possibly up to 25 years. In areas of highly clustered energy development, pipelines may be constructed to transport resources and produced water away from the site to common holding or distribution facilities.

## Location and Density

As noted in the definition of the study area in **Chapter 1**, the area south of E 112<sup>th</sup> Avenue and west of Tower Road was removed from the analysis because it was deemed to be unlikely for future development given it is predominately incorporated, is more densely built, and historically has not been developed. The large open lands in this area are primarily located in the Rocky Mountain Arsenal National Wildlife Range, within which drilling is currently restricted from being conducted (Zaffos, 2013).

## Dividing into West and East

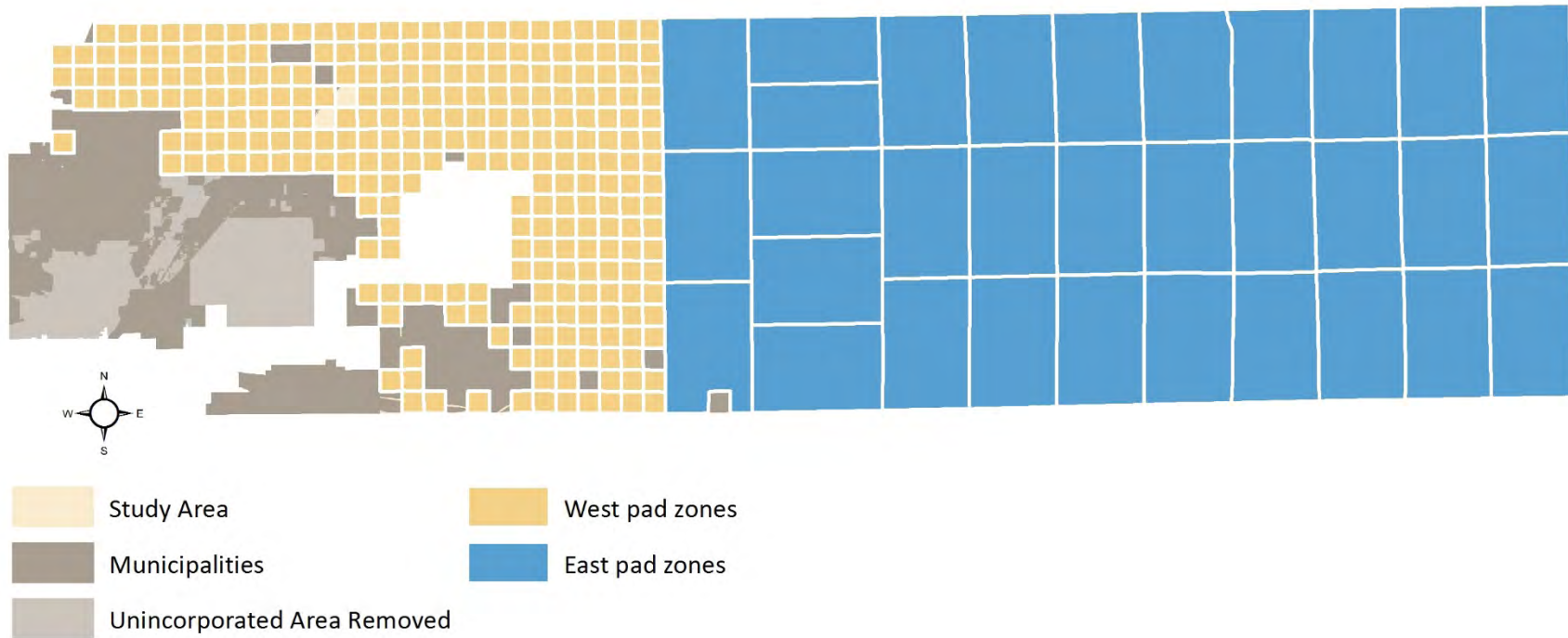
Little development has historically occurred in the eastern portion of the County. It is also further away from existing oil and gas facilities and has a less developed roadway network that could potentially need significant upgrades to handle oil and gas traffic. To track the potential difference in cost per pad and well, the unincorporated land making up the study area was divided into a West district and an East district, with Schumaker Road serving as the dividing line.

## Pad Density & Zones

Given the uncertainty of where oil and gas pads might be developed, one-mile sections that intersect unincorporated Adams County land within the study area served as the mechanism to distribute pads. A density of one pad per square-mile section was used in the West, while a density of one pad per 24 square-mile area was used in the East. The lower density in the East was used out of concern that a higher density like that used in the West could overstate the transportation needs in an area that has seen little development and has numerous roads that would require significant improvements to handle heavy oil and gas traffic. The density was derived based on that of existing pads in neighboring Arapahoe County, in an area south of I-70 and east of the City of Aurora. This area is the most similar to eastern Adams County that has existing development, as little development exists in similar locations of other nearby counties such as Morgan County or Washington County, and Weld County's rural areas were determined to have too high of a density given a better proximity to existing fields and formations.

After removing sections covered by municipalities and floodways/bodies of water from the study area, as well as sections completely developed, a total of 268 square-mile sections cover the remaining unincorporated land eligible for oil and gas development in the West, while 32 grouped sections each 24 square miles cover the East. **Figure 3** shows the study area divided into these 300 pad zones. For this study, each pad zone contains one oil and gas pad. Additional information as to how these pad zones were used and how pads were placed in each zone are provided in **Chapter 3**.

**Figure 3. Pad Zones**



Sources: CDOT, 2017; Adams County, 2017; BLM, 2017

## Well Density

Another important factor in estimating the impacts of oil and gas activity is the number of wells per pad. Since the *City of Thornton Oil & Gas Traffic Impact Fee Study* was completed in 2016, and its study area includes some of the most active locations of unincorporated Adams County, this study uses the same wells per pad configuration that was assumed in that study – 12 wells per pad. Like that study, this study assumes all wells will be horizontal wells.

## Other Oil & Gas Assumptions

### Phase & Stage Duration

Also important is the duration it takes to develop a pad and its wells. Since the Thornton study was completed, the 2017 update of the *Boulder County Oil and Gas Roadway Impact Study* found that the duration to develop a pad and its wells has decreased. The estimated typical durations for the three development stages from that study are listed below, which are used in this study.

- ▶ **Pad construction** – 5 to 7 days
- ▶ **Drilling** – 3 to 7 days per well
- ▶ **Completion** – 2 to 5 days per well

Multi-well pads have an extended development schedule, depending on the number of wells to be drilled. **Figure 4** illustrates the estimated timeline for developing the 12-well pad assumed in this study.

Once wells are producing, they can be active for up to 25 years or more. However, according to the 2017 Boulder County study, production significantly tapers off after 10 years, after which trips generated are marginal. This study uses this 10-year timeframe for analyzing traffic impacts of the production phase.

## Pipelines

County staff reported an increase in interest by oil and gas developers to utilize pipelines to move fresh water, produced water, and produced product. Fresh water pipelines are the most commonly used pipeline for oil and gas development, as developers typically use temporary pipe that can be laid on top of the ground surface, often in ditches. These pipelines can easily be installed and removed after development is complete.



Surface frack water pipeline in Weld County

Source: Colorado Public Radio, photo courtesy of Anadarko Petroleum Corporation, 2014



Development		65-151 days (2-5 months) for a 12-well pad																				
Pad Construction	5-7																					
Well Drilling		3-7	3-7	3-7	3-7	3-7	3-7	3-7	3-7	3-7	3-7	3-7	3-7									
Well Completion												2-5	2-5	2-5	2-5	2-5	2-5	2-5	2-5	2-5	2-5	2-5
Production		Years →																				



FELSBURG  
HOLT &  
ULLEVIG

During and after the fracking process, a significant amount of water rises to the surface as flowback/produced water. According to the COGCC Environmental Unit's exploration and production waste management description, the COGCC requires oil and gas operators to "properly store, handle, transport, treat, and recycle or dispose of" waste from development. In the past, developers would use evaporation pits to dispose of produced water, but they are no longer approved by COGCC in the Front Range. In areas around Adams County, produced water is now most commonly disposed of via underground injection control (UIC) wells. Produced water may also be recycled or processed at a commercial facility. To transport this flowback produced during well completion to an approved facility, developers may utilize underground pipelines in place of tanker trucks.

Underground wastewater pipelines are most commonly used by large developers with significant land holdings. Developers with smaller land holdings are less likely to use wastewater disposal pipelines since they wouldn't necessarily be able to take advantage of the major infrastructure investment for multiple contiguous development sites. However, some developers have been known to enter into agreements to use each other's facilities and infrastructure, including pipelines and UIC wells.



Trench for sub-surface produced water pipeline in Weld County  
Source: Colorado Public Radio, photo by Lesley McClurg, 2014

Pipelines to transport product during the production phase are similar in their requirements as produced water pipelines, but require even greater infrastructure investments, thus they usually require a higher density of pads and wells to make them economically viable. However, such pipelines may be viable for Adams County given its proximity to Weld County's facilities and if high levels of development are seen.

As discussed in the following chapter, the availability of pipelines can have significant implications for truck traffic to/from pad sites, and thus their overall roadway impacts and costs. This study considers the impacts on Adams County's transportation system of no pipelines versus the addition of fresh water, produced water, and/or product pipelines being used.

### 3. MODELING TRAVEL DEMAND OF OIL & GAS ACTIVITY

#### *Travel Demand Model Methodology*

A travel model has been developed using VISUM software to estimate the impacts to the Adams County roadway system from oil and gas activity. VISUM is a GIS-based computer program that utilizes collected data to assign traffic to a network based on trip generation, trip distribution, and roadway network characteristics. Although the travel model includes roadways outside the jurisdiction of Adams County (US and State Highways, and municipal roads) to allow trips to connect to their external origins/destinations, the transportation impacts (and associated improvement needs and costs) have been assessed only on roads under the responsibility of Adams County – referred to as the study area roadways or Adams County responsible roads.

Oil and gas development will result in increased traffic on the roadway network (vehicle-trips), as well as increased loads on the County's roads from the many heavy vehicle trips associated with the industry. For this reason, the VISUM model has been used to assign not only vehicle trips, but also loads as measured in equivalent single-axle loads (ESALs). The impact of heavy vehicles is dependent on a roadway's surface type: flexible pavement (asphalt) versus rigid pavement (concrete) versus unpaved. To properly calculate the ESAL impacts on Adams County's roads, two ESAL model iterations are required; one for flexible pavement and one for rigid pavement. Impacts for unpaved roads are dependent on vehicle volumes instead of loads.

The trip generation characteristics for the oil and gas development phase are substantially different from the trip generation characteristics during the on-going well production phase. Therefore, the travel model has been run separately for the two phases.

A summary of assumptions used to develop the travel model is provided in **Appendix C**. The model was also used to test the impact of using pipelines for fresh and produced water, as well as for transport of produced product, the results of which are explored in the fee calculation chapter – **Chapter 6**.

#### *Inventory of Study Area Roadways*

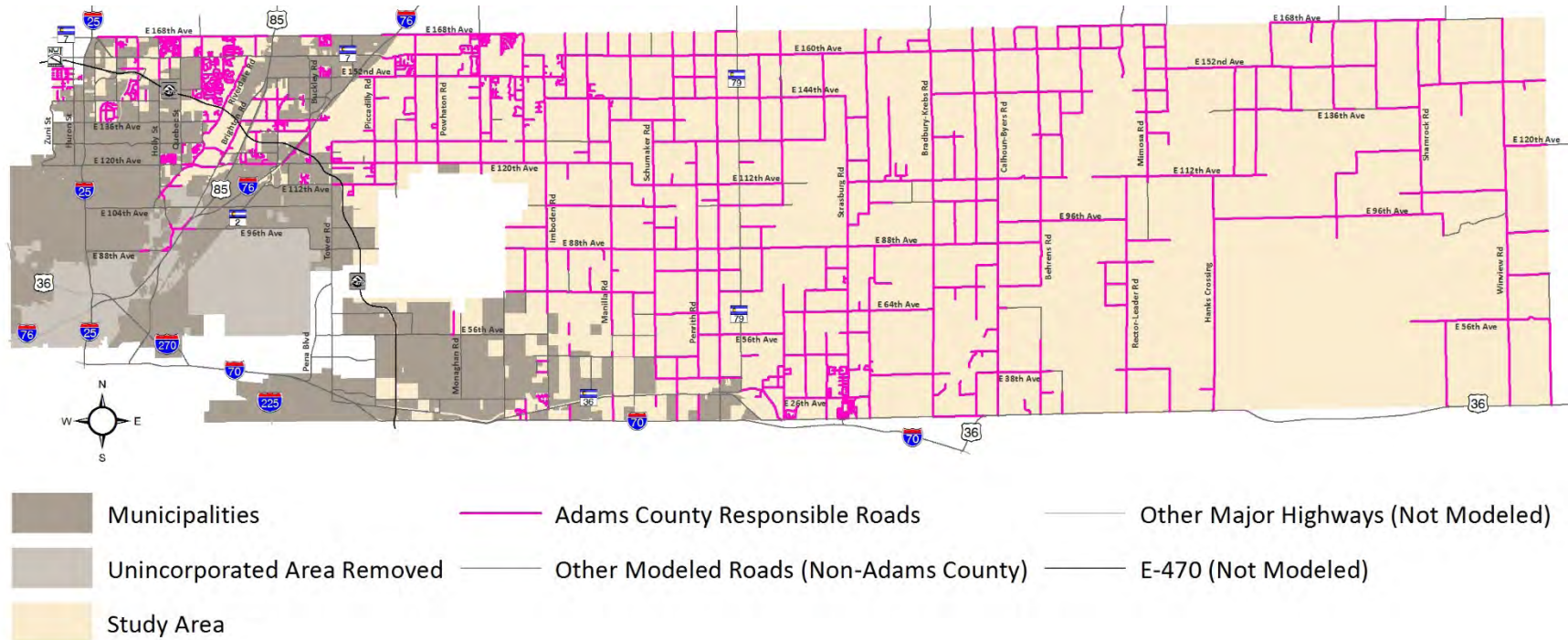
The first step in modeling oil and gas travel in Adams County was to understand the existing conditions of the study area roadways. The Adams County responsible roads, shown on **Figure 5**, total 989 centerline miles. The following sections describe data that were collected on this roadway system.

#### *Surface Conditions*

Of the study area roadways, approximately 70.4 percent (by centerline mileage) are unpaved, 29.5 percent are asphalt, and 0.1 percent are concrete. **Figure 6** shows the surface type for each of the study area roadways. The surface condition, including the surface type and the remaining service life, significantly affect how well a particular roadway segment can accommodate heavy truck traffic. The addition of numerous heavy trucks will, over time, cause a roadway to age at a greater rate than was originally anticipated. To estimate the degree to which the need for improvements on these roads would be accelerated, and to provide the cost of these improvements, the pavement condition index (PCI) of each paved road segment was obtained. The PCI of each road segment was used to apply a rating of either "Excellent", "Very Good", "Good", "Fair", or "Poor" condition. **Figure 7** displays ratings for each paved study area roadway.

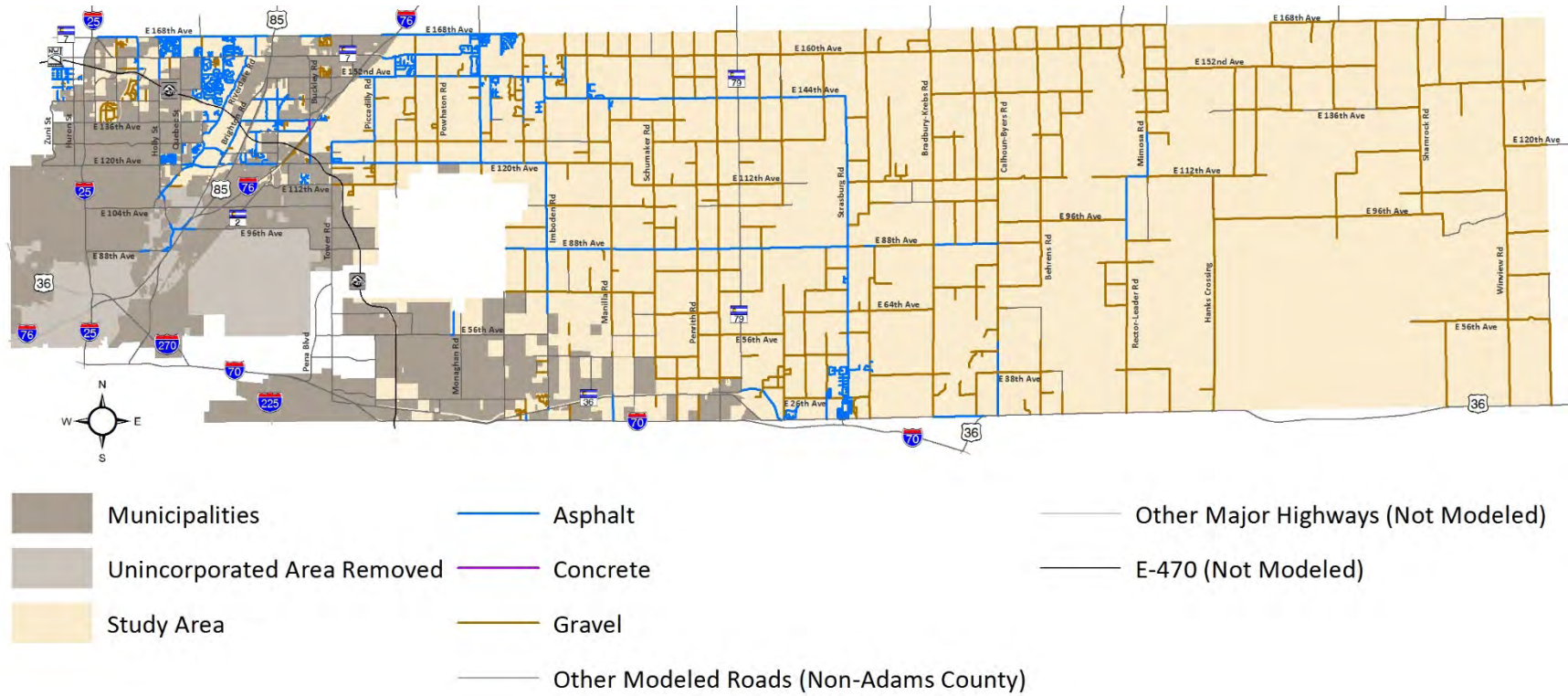


Figure 5. Study Area Road Network



Sources: CDOT, 2017; Adams County, 2017;

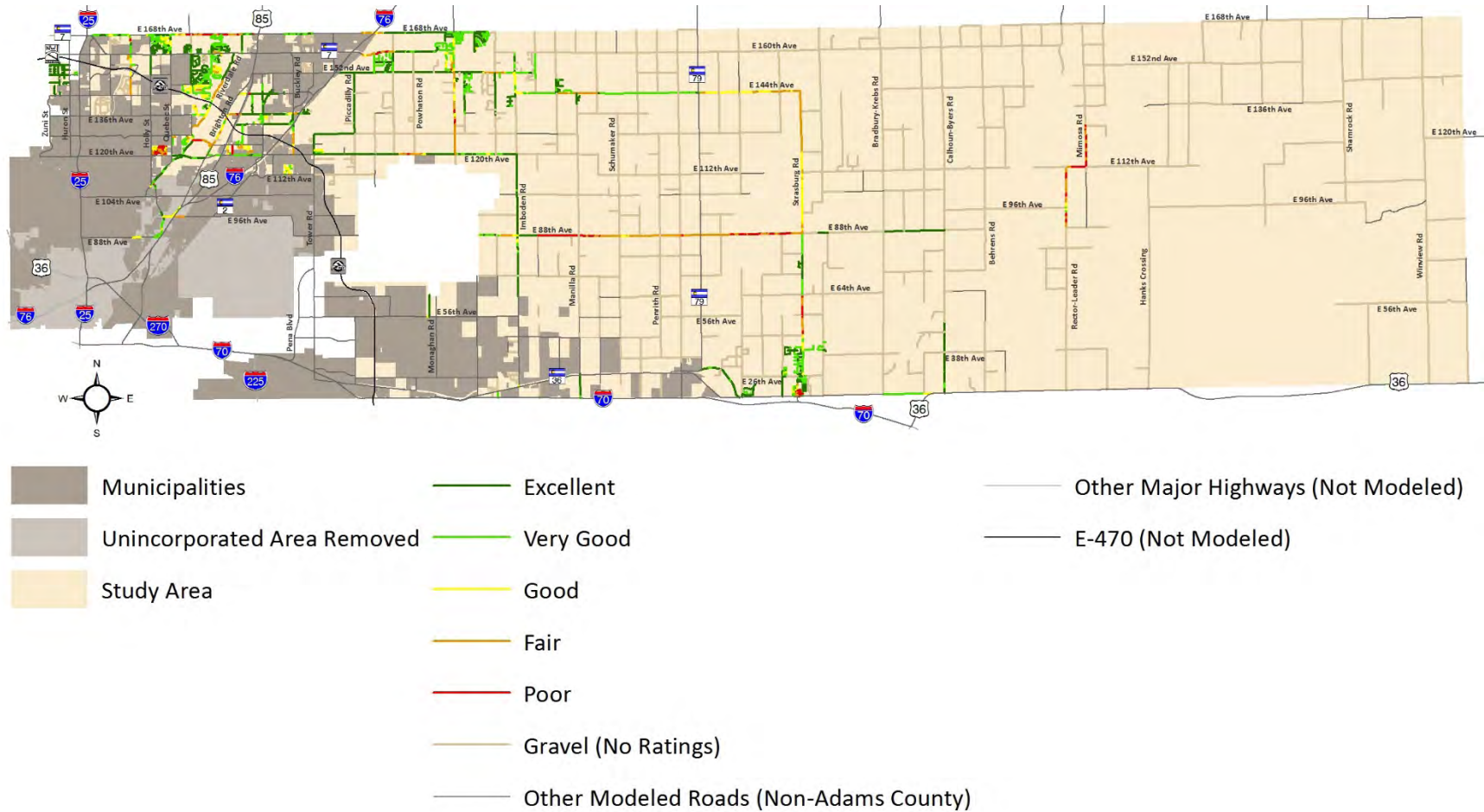
**Figure 6. Surface Types**



Sources: CDOT, 2017; Adams County, 2017;



**Figure 7. Existing Pavement Conditions**



Sources: CDOT, 2017; Adams County, 2017; Adams County Transportation Department, 2017

## Shoulders

Varying geometric configurations affect how well a roadway could accommodate the heavy truck traffic associated with the oil and gas industry in conjunction with other roadway users. Wider shoulders provide space for bicyclists separate from the travel lanes. Shoulders also provide safety benefits for all roadway users: they serve as a countermeasure to run-off-road crashes and provide a stopping area for breakdowns or other emergencies.

Pavement and lane width data from Adams County and CDOT databases were used to inventory shoulder widths. **Table 1** lists the shoulder requirements for each road classification. **Figure 8** displays the roadway segments that require a shoulder and whether the existing shoulder meets Adams County's standards. The map also highlights which study area roadway segments are listed as a bike route in the County's transportation plan, as these are the only segments analyzed for shoulder needs as described in **Chapter 5**. Only four percent of the study area roadway segments on the bike network have sufficient shoulders.

**Table 1. Required Shoulder by Classification**

Classification	Feet of Shoulder Required
Principal Arterial	6
Minor Arterial	6
Rural Arterial	6
Collector	8
Section Line Arterial	8
Local	2-6*

\* An average of 4 feet was used in the study's analysis

Source: Adams County Transportation Department, 2017

## Traffic Counts

Increased maintenance of unpaved roads as a result of oil and gas activity is primarily triggered by daily traffic volumes rather than the level of loads experienced. Existing daily traffic counts on unpaved roads were gathered where available from Adams County's database, as well as from CDOT, ranging from 2014 to 2017. An additional twelve counts were conducted during the fall of 2017 by the County. The vehicles per day (vpd) of any study area unpaved road used by the travel model without an available count were estimated based on their location and level of connectivity, which was reviewed by County staff for reasonableness. **Figure 9** illustrates count data and count estimates for all unpaved roads that were identified as routes for oil and gas traffic. Counts are used as the "background traffic" to determine the appropriate level of maintenance or possible paving.

## Other Roadway Characteristics

Other important roadway characteristics for modeling oil and gas traffic include road segment length and speed limits. These factors play into the model's shortest path routing decisions for oil and gas trips. The number of lanes and paved widths of roadways were also collected and used to calculate the cost of maintenance required as a result of oil and gas impacts.







## *Trip Origins/Destinations*

Trip origins and destinations were identified by determining where oil and gas trips will likely be traveling to and from. For all trips, the pad site serves as either the point of origin or the destination. Trips will either involve a truck delivering items to the site, removing elements to an off-site location, in transit (empty) to pick up a load or return from delivery, or transporting workers and machinery to and from the pad. All wells were assumed to be located within the study area, while locations of the other end of oil and gas trips were estimated by researching their trip purposes. There are four primary trip purposes for oil and gas development, which each uniquely impact where oil and gas trucks travel: fresh water delivery, produced water removal, equipment transport, and transport of other materials. The following sections provide further detail on pad placement and assumptions regarding the origin/destination by trip type.

### Oil and Gas Pads

As noted in **Chapter 2**, the study models a total of 300 pads to estimate impacts, translating into 3,600 wells using the twelve wells per pad assumption adopted for this study. The pad in each pad zone of the model was located in the most open, least developed, and unincorporated location outside of the floodway and nearest to a road for access. Furthermore, with so much open land available in the East district, pads in those zones were located to try and consolidate accesses onto major gravel roads rather than a spattering of numerous gravel roads in order to take advantage of paving one road rather than numerous minor gravel roads if volumes warranted paving. The most current satellite imagery in Google Earth was analyzed to conduct this placement process. The purpose of placing one pad per zone is not to predict the level or location of development; rather, it is intended to derive the average potential impacts of an oil and gas pad regardless of location within the study area. Further explanation of how this assumption goes into the calculation of impact fees is found in **Chapter 6**.

### Fresh Water

Water is a key resource in the well drilling process and during the high-pressure fracturing stage, where water is mixed with sand and chemicals. For development in Adams County, fresh water could be purchased from local water providers willing to provide water for oil and gas development, the nearest ditch company, or private land owners. Conversations with the larger water providers in the County yielded no provider that could confirm they provide water for oil and gas development, though many stated they do not. Summaries of responses from water providers are included in **Appendix B**. Most of the West district is well covered by ditches, so the study assumed most West zones would access water via the nearest ditch. No ditches exist in the East district and the eastern portion of the West district, so their local water access was assumed to be the nearest of either Bijou Creek or Kiowa Creek, which were identified by Adams County oil and gas staff as being the best water sources for the area. To establish locations to/from which the model could send/receive fresh water trips, 34 locations were established for access to ditches, while an additional 7 locations were established for access to the two creeks. To place these water sources, pad zones were individually assessed to determine where the nearest and/or most convenient access might be to these two types of water sources, with access points consolidated where appropriate.

Depending on pricing and transport costs, it is conceivable that fresh water could be purchased from further outside of Adams County; however, water conservation rules often restrict where water can be transported to. Given the uncertainty of these factors, it was assumed that oil and gas developers in the West district would acquire the majority of their water from the nearest local resource (90 percent) and transport the remaining water from areas outside of the County (10 percent). Due to the scarcity of water sources in the East district, it was assumed that less water would be sourced locally, evenly splitting fresh water 50/50 between local sources versus from outside of the County. **Figure 10** illustrates the water source assumptions, including source locations.

## Produced Water

Water is also a major byproduct of both the development and production phases. Produced water from the fracking process and from the extraction of oil and gas is generated and must be appropriately treated. Because COGCC regulations restrict the use of evaporation ponds, a large majority of produced water is disposed via underground injection control (UIC) wells. Colorado has roughly 800 UIC wells, with some in eastern Adams County, but most in the area located in Weld County. County staff noted that the UIC wells in Adams County are used sparingly, which was confirmed with production data from the COGCC for the past two years. Using this data, four of the top receiving UIC wells over the past two years for the region surrounding Adams County were identified to include in the model. **Figure 11** shows the location of these four UIC wells and which pad zones were linked to each disposal site.

## Equipment

The equipment required for oil and gas development – including the drilling rig, the well structure, pumps, well casings, fracking tanks, and construction equipment – could come from any location where oil and gas companies have operations, or where contractors providing such services are located. Equipment used by oil and gas development in the region surrounding Adams County was identified to exist primarily in Weld County along the US 85 corridor. However, some equipment, particularly equipment not unique to oil and gas, could come from the Denver area given the density of these providers in a large urban area.

To implement the above equipment assumptions into the model, 90 percent of equipment trips were sent to/from the north to Weld County, while 10 percent were sent to/from Denver. An exception was made for completion stage equipment, as a site within Adams County at US 85 and East 104<sup>th</sup> Avenue was identified by County oil and gas staff as a primary source in the area for such equipment. An even 50/50 split was agreed upon for completion stage equipment, with half sent to/from this specific site and the remaining half sent to/from Weld County.

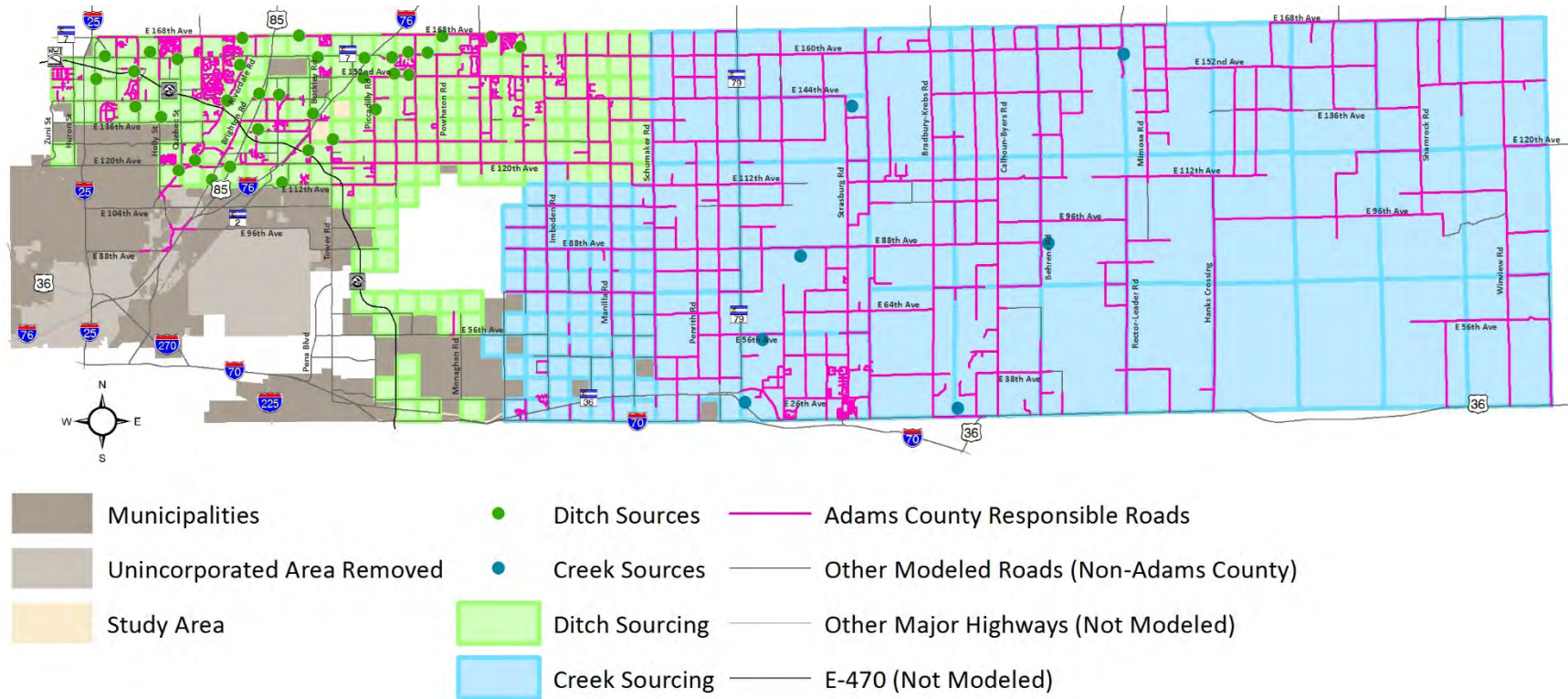


An oil derrick being hauled.  
Source: Colorado Motor Carriers Association



Transport of well equipment.  
Source: Colorado Motor Carriers Association

**Figure 10. Fresh Water Sources**



Sources: CDOT, 2017; Adams County, 2017



[illegible]

FELSBURG  
HOLT &  
ULLEVIG



## Materials

Oil and gas development requires a variety of other materials in addition to water. Gravel, sand, piping, cement, chemicals, and other construction materials must be trucked to the site at different stages of the development phase. These resources would likely come from where supply is the greatest, trucking distance is shortest, and prices are the lowest. Because these factors create a great deal of uncertainty as to where a resource may arrive from, it has been assumed that materials would arrive in a similar fashion as oil and gas equipment since material providers would locate around active oil and gas areas to better provide their services. Thus, 90 percent of materials were assumed to be sent to/from Weld County, while the remaining 10 percent were sent to/from Denver.

## Production

The production phase primarily consists of maintenance trips and trips for transporting product and produced water. Maintenance trips were assumed to be similar to equipment, materials, and worker trips. Thus, 90 percent of those trips were assumed to be sent to/from Weld County, while the remaining 10 percent were sent to/from Denver. The same assumption was made for transporting product, since oil and gas handling facilities are likely aligned with the other oil and gas services. Produced water trips were handled in the same fashion as described earlier for the development phase.

## Trip Generation

As described in **Chapter 2**, oil and gas development involves three stages: pad construction, drilling, and completion. Each stage involves different volumes and types of trucks. Once operating, a pad enters the production phase, which generates less demand on the road network than the development phase, but continues to generate impacts for as long as wells are active. The following sections document the trip generation assumptions developed for this study.

### Development Trip Generation

Oil and gas development requires the transport of heavy equipment to the well site to build access roads, construct a well pad, and transport a drilling rig. Heavy trucks are also required to bring fresh water to the well site, and transport produced water and extracted resources off-site.

The 2017 update of the *Boulder County Oil and Gas Roadway Impact Study* developed a per-pad and per-well trip generation profile from studies conducted around the country, which was used for trip generation in this study. **Table 2** provides the estimates from multiple national and regional studies examining vehicle trip generation by well development stage. The trips of each study are averaged across each stage of development and then summed to calculate trip generation figures in the far-right column. These development trips occur intensively within the average stage lengths previously outlined in **Figure 4**. Production related trips, on the other hand, will continue for the duration of the well's productive life.

These data suggest that the development of a typical pad and single well will generate 2,932 trips during the development period, largely related to water delivery and removal. For sites that have access to fresh and/or produced water pipelines, the total number of development trips will decrease accordingly. **Table 3** illustrates how the availability of water pipelines will affect the total estimated truck trips during the development phase.

**Table 2. National Data on Trip Generation During Pad and Well Development**

Stage	Activity	Machemehl et al. 2016	NDSU 2014	RESI 2014	UDOT 2013	NYSDEC 2011	Average 1 pad, 1 well
Construction	Pad and Road Construction	80	160	230	1,300	230	400
Drilling	Drilling Rig and Crew	-	-	404	306	404	371
	Drilling Fluid and Materials	-	150	45	340	45	145
	Drilling Equipment (casing, drill pipe, etc)	50	130	45	34	45	61
Completion	Completion Rig and Crew	-	6	21	8	21	14
	Completion Equipment (pipe, wellhead, etc)	25	30	5	24	5	18
	Fracturing Equipment (pump trucks, tanks, etc)	125	260	175	166	175	180
	Fracture Water	1,486	900	1,346	828	846	1,081
	Fracture Sand and Chemicals	200	200	23	166	23	122
	Produced Water Disposal	594	450	300	828	100	454
Miscellaneous		-	-	85	-	85	85
<b>Total Development Trips</b>							<b>2,932</b>

Source: FHU & BBC, 2017

Original Sources: Mechamal, P.E., et al., 2016; North Dakota State University (NDSU) Upper Great Plains Transportation Institute, 2014; Regional Economic Studies Institute, 2014; Utah Department of Transportation, 2013; New York Department of Environmental Conservation, 2011

**Table 3. Impact of Water Pipelines on Average Development Trip Generation (1 pad, 1 well)**

Stage	Activity	No Water Pipelines	Fresh Water Pipelines	Produced Water Pipelines	Fresh & Produced Water Pipelines
Construction	Pad and Road Construction	400	400	400	400
Drilling	Drilling Rig and Crew	371	371	371	371
	Drilling Fluid and Materials	145	145	145	145
	Drilling Equipment (casing, drill pipe, etc)	61	61	61	61
Completion	Completion Rig and Crew	14	14	14	14
	Completion Equipment (pipe, wellhead, etc)	18	18	18	18
	Fracturing Equipment (pump trucks, tanks, etc)	180	180	180	180
	Fracture Water	1,081	0	1,081	0
	Fracture Sand and Chemicals	122	122	122	122
	Produced Water Disposal	454	454	0	0
Miscellaneous		85	85	85	85
<b>Total Development Trips</b>		<b>2,932</b>	<b>1,851</b>	<b>2,478</b>	<b>1,396</b>

Source: FHU & BBC, 2017

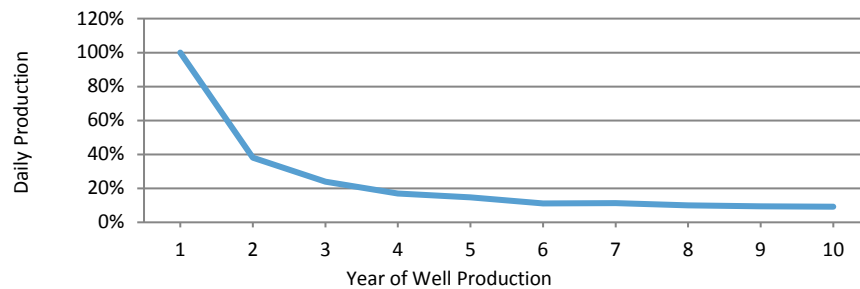
It is important to note that each truck trip reflects a one-way trip, so that all trips to and from the development site are included. This distinction is crucial in subsequent stages of the analysis when, for example, the roadway impacts are examined for a truck that arrives to the development site with a full load of water, but leaves empty.

## Production Trip Generation

There are a number of factors that determine trip generation during the production stage such as the nature of the field, success of wells, and storage capacity for produced water and resource at the pad. The trips primarily consist of maintenance trips to check on the wells and tanker trucks to haul produced water and product to off-site facilities.

The 2017 update of the *Boulder County Oil and Gas Roadway Impact Study* found that produced water and product production is at its peak in the first year of a well's production life, declining quickly over a 10-year period, after which production and truck trips are marginal. Applying the declining production to the initial truck trips estimated at the start of production yields an average of about two trips per day per well during the 10-year production horizon, or 730 trips annually per well, which aligns closely with findings from a report for the Texas Department of Transportation on the Barnett Shale. **Figure 12** presents the production decline from the Boulder County study.

**Figure 12. Production Decline in Niobrara Wells**



Source: FHU & BBC, 2017

Original Source: *The Niobrara News*, 2014; Peters, 2017

### Multi-Well Pad Site Trip Generation

Data from the studies used in **Table 2** were used to adapt trip generation estimates from the one-pad, one-well format to the one-pad, 12-well configuration assumed for this study. This configuration will affect traffic generation and the traffic profile associated with drilling activity by increasing well-sensitive trips, such as fracking water and drilling fluid hauling, while pad-sensitive trips for construction and drilling rig transport remain constant. The 12-well configuration was used because it closely represents the average pad configuration in the area in the past few years, as noted in the 2016 Thornton study, and helps show the potential magnitude of the associated costs. However, the total costs are divided to determine the necessary fee to offset the costs per pad and per well, so a similar result would occur with other well densities. **Table 4** presents the trip sensitivity by oil and gas activity.

**Table 4. Trip Sensitivity by Activity**

Stage	Activity	Trip Sensitivity
Construction	Pad and Road Construction	Pad-Sensitive
Drilling	Drilling Rig and Crew	Pad-Sensitive
	Drilling Fluid and Materials	Well-Sensitive
	Drilling Equipment (casing, drill pipe, etc)	Well-Sensitive
Completion	Completion Rig and Crew	Pad-Sensitive
	Completion Equipment (pipe, wellhead, etc)	Pad-Sensitive
	Fracturing Equipment (pump trucks, tanks, etc)	Pad-Sensitive
	Fracture Water	Well-Sensitive
	Fracture Sand and Chemicals	Well-Sensitive
	Produced Water Disposal	Well-Sensitive
Miscellaneous		Well-Sensitive
Total Development Trips		Varies
Total Production Trips		Well-Sensitive

Source: FHU & BBC, 2017

By segregating truck trips by development stage and activity, the total truck trips for various configurations of pads and wells were estimated, as well as estimates for a typical 12-well pad based on the availability of pipelines. An average 12-well pad will generate an estimated 24,359 truck trips during the development phase and 8,760 annual trips during the production phase if no pipelines are used. The activity-based number of trips for the 12-well pad configuration is displayed in **Table 5** for a pad with no pipelines, as well as trips for a pad under the pipeline scenarios made up of different combinations using fresh water, produced water, and product pipelines. These configurations serve as the basis for the trip generation used by the travel demand model when determining how many trips, and their associated loads, should be distributed and assigned to Adams County's road network.

**Table 5. Trip Generation Estimates by Pipeline Scenario for a 12-Well Pad**

Stage	Activity	No Pipelines	Fresh Water Pipelines	Produced Water Pipelines	Fresh & Produced Water Pipelines
Construction	Pad and Road Construction	400	400	400	400
Drilling	Drilling Rig and Crew	371	371	371	371
	Drilling Fluid and Materials	1,740	1,740	1,740	1,740
	Drilling Equipment (casing, drill pipe, etc)	732	732	732	732
Completion	Completion Rig and Crew	14	14	14	14
	Completion Equipment (pipe, wellhead, etc)	18	18	18	18
	Fracturing Equipment (pump trucks, tanks, etc)	180	180	180	180
	Fracture Water	12,972	0	12,972	0
	Fracture Sand and Chemicals	1,464	1,464	1,464	1,464
	Produced Water Disposal	5,448	5,448	0	0
Miscellaneous		1,020	1,020	1,020	1,020
Total Development Trips		24,359	11,387	18,911	5,939
Total Production Trips		8,760	8,760	6,876	6,876

Stage	Activity	Product Pipelines	Fresh Water & Product Pipelines	Produced Water & Product Pipelines	Fresh Water, Produced Water, & Product Pipelines
Construction	Pad and Road Construction	400	400	400	400
Drilling	Drilling Rig and Crew	371	371	371	371
	Drilling Fluid and Materials	1,740	1,740	1,740	1,740
	Drilling Equipment (casing, drill pipe, etc)	732	732	732	732
Completion	Completion Rig and Crew	14	14	14	14
	Completion Equipment (pipe, wellhead, etc)	18	18	18	18
	Fracturing Equipment (pump trucks, tanks, etc)	180	180	180	180
	Fracture Water	12,972	0	12,972	0
	Fracture Sand and Chemicals	1,464	1,464	1,464	1,464
	Produced Water Disposal	5,448	5,448	0	0
Miscellaneous		1,020	1,020	1,020	1,020
Total Development Trips		24,359	11,387	18,911	5,939
Total Production Trips		6,264	6,264	4,380	4,380

## Truck Typology

The number of truck trips might be what is most visible to the public when it comes to oil and gas development, but the weight and how it is distributed across a truck is what impacts paved roadway surfaces the most. To analyze impacts on a roadway, an ESAL factor is derived for each vehicle. Roadways are designed according to an estimated number of ESALs it will experience within a given timeframe.

A variety of vehicle types are used for oil and gas activities, many of which are specialized and/or of significant weight, resulting in ESAL factors greater than many typical truck types. Trucks often differ between manufacturers and evolve as drilling techniques quickly advance. In order to determine how oil and gas trucks impact roadways, it's important to understand as much as possible the different types of trucks used, their weights and configurations, and volumes within each development activity.

## Truck Types

There are numerous vehicle types used in oil and gas development and operations. Although many studies and reports document truck trip generation for oil and gas activities, many do not provide significant detail on the types of trucks used or how their weight is distributed across each axle – an important detail in calculating a truck's impact on roadway surfaces. Some of the resources consulted provide both axle and weight characteristics, but most provided only partial information, and required estimations based on other similar configurations. A combination of resources from the United States Department of Transportation (USDOT), Rio Blanco and Arapahoe counties, North Dakota State University (NDSU), the North Dakota Department of Transportation (NDDOT), and equipment manufacturers such as Putzmeister were consulted to determine truck types and the following characteristics: axle configurations, weight configurations (total empty and full, and per axle), and level of impact expressed as ESAL factors.

**Table 6** provides a complete list of trucks estimated to be used for oil and gas activity in this study. Some of the trucks listed are specific truck types by unique names, while others are generic to help generalize otherwise variable names and types used, and to allow for similar vehicles to be grouped together and applied to multiple development stages and activities. In total, nearly forty unique truck types were identified through this research effort.

**Table 6. Types of Trucks Used for Oil and Gas Activity**

Acid Pump	Derrick	Mud Boat	Shaker Skid
Acid Tanker	Draw Works	Mud Pump	Shaker Tank/Pit
Cement Pump	Frac Tank	Mud Tank	Substructure, etc.
Cement Truck	Fuel Tanker	Oil Tanker	Suction Tank
Chemical Tanker	Generator House	Pickup	Tool Room / Junk Box
Choke Manifold	Gravel Haul Truck	Pipe Haul Truck	VFD House
Construction Equipment Haul Truck	Hydraulic Unit	Pump Truck	Water Tanker
Control Van	Light Plant	Sand Haul Truck	Wireline
Crown Section	MCC House	Screen House	Workover Rig

*Sources: North Dakota Department of Transportation, 2006; RPI Consulting, LLC, 2008; La Plata County, 2002; Renegade Oil & Gas Company, LLC, 2012; Bureau of Land Management, 2008; Upper Great Plains Transportation Institute, 2012; Upper Great Plains Transportation Institute, 2013*

## Truck Impacts

All of the truck trips presented earlier in this chapter can have varying levels of impact. The load impact of oil and gas trucks can be as much as 15,000 to 46,000 times that of a passenger car depending on truck configurations and the surface type of the roadway. To account for the load impacts, ESALs for each truck type listed in **Table 6** have been estimated for flexible (asphalt) and rigid (concrete) surfaces, and as fully loaded and/or empty depending on the truck's purpose, based on the assumed axle and weight configurations.

These ESAL factors were estimated based on Pavement Interactive's ESAL equations for flexible and rigid surfaces, which produce ESAL factors consistent with the American Association of State Highway and Transportation Officials (AASHTO) Guide for Design of Pavement Structures that defines ESALs for different generic truck configurations. The axle and weight configuration of a truck is important when determining a truck's total impact. The equations used to calculate ESALs apply to a single axle setup (single, tandem, etc.), which is applied to each axle group of a truck and aggregated to arrive at the total ESAL factor. **Table 7** provides an example of how ESAL factors are derived for each axle and aggregated for the entire vehicle. It also illustrates how different axle and weight configurations for the same total weight can result in different ESAL factors. The equations used to calculate ESAL factors are displayed in **Figure 13** (flexible surfaces) and **Figure 14** (rigid surfaces).

**Table 7. Example of Determining a Truck's ESAL Factor for a Flexible Surface**

% of Weight/Axle	30,000 lbs.	80,000 lbs.
30 <sup>1</sup> / 35 <sup>2</sup> / 35 <sup>2</sup>	0.056 + 0.008 + 0.008 = <u>0.073</u>	3.032 + 0.495 + 0.495 = <u>4.022</u>
15 <sup>1</sup> / 40 <sup>2</sup> / 45 <sup>2</sup>	0.003 + 0.014 + 0.023 = <u>0.041</u>	0.189 + 0.857 + 1.376 = <u>2.422</u>
15 <sup>1</sup> / 40 <sup>2</sup> / 45 <sup>3</sup>	0.003 + 0.014 + 0.005 = <u>0.023</u>	0.189 + 0.857 + 0.313 = <u>1.359</u>

*Scenarios are examples only, and assume a Serviceability Index of 2.5, Structural Number of 5, and Slab Depth of 12 inches.*

*<sup>1</sup> = single axle, <sup>2</sup> = tandem axle, <sup>3</sup> = triple axle*

**Figure 13. Flexible Pavement ESAL Equation**

$$\frac{W_x}{W_{18}} = \left[ \frac{L_{18} + L_{2s}}{L_x + L_{2x}} \right]^{4.79} \left[ \frac{10^{G/\beta_x}}{10^{G/\beta_{18}}} \right] [L_{2x}]^{4.33}$$

$W$  = axle applications inverse of equivalency factors (where  $W_{18}$  = number of 18,000 lb (80 kN) single axle loads)

$L_x$  = axle load being evaluated (kips)

$L_{18}$  = 18 (standard axle load in kips)

$L_2$  = code for axle configuration (# = # of axles, x = axle load equivalency factor being evaluated, s = standard axle [single axle])

$p_t$  = "terminal" serviceability index (point at which the pavement is considered to be at the end of its useful life)

$G = \log \left( \frac{4.2 - p_t}{4.2 - 1.5} \right)$ , a function of the ratio of loss in serviceability at time  $t$  to the potential loss taken at a point where  $p_t = 1.5$

SN = structural number

$b = 0.4 + \left( \frac{0.081(L_x + L_{2x})^{3.23}}{(SN+1)^{5.19} L_{2x}^{3.23}} \right)$ , a function determining the relationship between serviceability and axle load applications

*Source: Pavement Interactive, 2009*

**Figure 14. Rigid Pavement ESAL Equation**

$$\frac{W_x}{W_{18}} = \left[ \frac{L_{18} + L_{2s}}{L_x + L_{2x}} \right]^{4.62} \left[ \frac{10^{G/\beta_x}}{10^{G/\beta_{18}}} \right] [L_{2x}]^{3.28}$$

$W$  = axle applications inverse of equivalency factors (where  $W_{18}$  = number of 18,000 lb (80 kN) single axle loads)

$L_x$  = axle load being evaluated (kips)

$L_{18}$  = 18 (standard axle load in kips)

$L_2$  = code for axle configuration (# = # of axles, x = axle load equivalency factor being evaluated, s = standard axle [single axle])

$p_t$  = "terminal" serviceability index (point at which the pavement is considered to be at the end of its useful life)

$G = \log \left( \frac{4.5 - p_t}{4.5 - 1.5} \right)$ , a function of the ratio of loss in serviceability at time  $t$  to the potential loss taken at a point where  $p_t = 1.5$

SN = structural number

$b = 1.00 + \left( \frac{3.63(L_x + L_{2x})^{5.20}}{(D+1)^{8.46} L_{2x}^{3.52}} \right)$ , a function determining the relationship between serviceability and axle load applications

$D$  = slab depth in inches

Source: *Pavement Interactive*, 2009

## Merging Trip Generation and Vehicle Classifications

Some truck types are used in multiple stages and activities, while others are used only once. And for trucks used in more than one stage, their trip generation varies by activity. This variation requires each activity to have a vehicle classification profile where types, trip shares, and impacts are linked. Truck types and configurations were linked with their respective activity using available information from trip generation and type sources previously listed, along with additional input from a report produced by the Montana Department of Transportation (MDOT), a Texas A&M Transportation Institute (TTI) study, and EIS studies from La Plata County in Colorado and the United States Department of the Interior's Bureau of Land Management (BLM) in Utah. Because descriptions were not always available as to exactly which trucks are used for each activity, the sources consulted were used to produce a best estimate as to how trucks are used. These resources were also referenced to estimate the average share of an activity's trips that each truck configuration would account for, and if the truck is loaded for inbound, outbound, or both trip directions.

**Table 8** summarizes the types of trucks used by development stage and phase. Not shown in the table are truck types for the production period, which is primarily made up of pickup or similar trucks for maintenance and 5-axle haul trucks to handle resources and produced water.



**Table 8. Typical Truck Classifications by Development Phase**

Stage	Activity	Typical Truck Types
Construction	Pad and Road Construction	Pickup, 5-axle haul
Drilling	Drilling Rig and Crew	Pickup, Specialty (6+ axles)
	Drilling Fluid and Materials	3/5-axle haul
	Drilling Equipment (casing, drill pipe, etc)	3/5-axle haul
Completion	Completion Rig and Crew	Pickup, Workover Rig
	Completion Equipment (pipe, wellhead, etc)	3/5-axle haul
	Fracturing Equipment (pump trucks, tanks, etc)	3/5-axle haul
	Fracture Water	3/5-axle haul
	Fracture Sand and Chemicals	5-axle haul
	Produced Water Disposal	5-axle haul
Miscellaneous		Pickup, 3/5-axle haul

Sources: RPI Consulting, LLC, 2008; New York State Department of Environmental Conservation, 2011; Bureau of Land Management, 2008; La Plata County, 2002; North Dakota Department of Transportation, 2006; Upper Great Plains Transportation Institute, 2012; Upper Great Plains Transportation Institute, 2013; Bureau of Land Management, 2006; Upper Great Plains Transportation Institute, 2010; Bureau of Land Management, 2011; STE, 2012

## Trip Distribution and Assignment

With trips per pad and their vehicular makeup established, the development and production phases could be modeled. To model where trips would go and the impacts they would generate, trips and ESALs were loaded (separately) into the VISUM model. This process consists of two primary steps: distributing the trips and ESALs, and assigning them to the modeled road network.

## Trip Distribution

Once the trips and ESALs per pad were calculated, they were entered into the VISUM travel model at each pad, distributing trips and ESALs to origins and destinations based on activities as described in this chapter. **Table 9** summarizes how trips were allocated to/from each pad site.

**Table 9. Trip Distribution Assumptions**

Trip Profile	Trip Origin/Destination	
	West District	East District
Equipment (excluding completion)	90% to Weld County, 10% to Denver	90% to Weld County, 10% to Denver
Completion Equipment	50% to US 85/E. 104th Ave, 50% to Weld County	50% to US 85/E. 104th Ave, 50% to Weld County
Materials	90% to Weld County, 10% to Denver	90% to Weld County, 10% to Denver
Workers / Maintenance	90% to Weld County, 10% to Denver	90% to Weld County, 10% to Denver
Fresh Water	90% local source, 10% to Weld County	50% local source, 50% to Weld County
Produced Water	100% north to Weld or Morgan County	100% north to Weld or Morgan County
Product	90% to Weld County, 10% to Denver	90% to Weld County, 10% to Denver

Trips to/from the north could use I-25, I-76, US 85, SH 71, SH 79, or Hayesmount Road to leave Adams County, while trips to/from the south use I-25 or I-70 to head into/from Denver. The decision as to which road to use was determined by the model during trip assignment, which is described below.



## Trip Assignment

With trips and ESALs distributed and linked, the VISUM travel model was used to assign the trips and ESALs to the model road network based on which path would provide the shortest travel time – a function of route length and speed limit. As noted at the beginning of this chapter, the model network includes roads outside of the jurisdictional responsibility of Adams County to account for real-world connectivity needed to facilitate the distribution of origins and destinations, some of which exist outside of Adams County. E-470 and Northwest Parkway tollways were an exception, as they were excluded from the model network due to their costs and exclusion of hazardous materials being transported.

Because oil and gas trips take place at all hours of the day and every day of the week, background traffic and congestion were not factored into the modeling process to impact assignment. The assignment process was conducted for a combination of each phase (development and production), for both trips and ESALs, which were assigned for both pavement surface types (flexible and rigid).

## Model Results

Results from each model (trips and ESALs, development and production phases, flexible and rigid pavements) were exported into a spreadsheet to be assessed for impacts – overlay needs, reconstruction needs, shoulder widening, etc. Impact results (ESALs) of the two surface-type models were merged to assign the appropriate number of ESALs to each segment based on its surface type. Daily trips were recorded for unpaved roads, which were paired with existing counts to fully assess their unique needs. This process was also conducted when comparing the impacts of having no pipelines (the base modeling scenario) versus using pipelines for all fresh water, produced water, and product transport. **Chapter 5** describes how mitigation needs and associated costs were calculated from the impacts exported from the travel model.

## 4. PUBLIC & STAKEHOLDER ENGAGEMENT

### *Public Meetings*

Once the process for assessing oil and gas impacts on Adams County's road network was defined, it was presented to the public and stakeholders from the oil and gas industry to receive feedback. A total of three meetings were held at the Eagle View Adult Center during August 2017.

- ▶ 8/9/2017 for the General Public
- ▶ 8/16/2017 for Oil & Gas Industry Stakeholders
- ▶ 8/21/2017 for the General Public and Stakeholders

The following topics were presented during these meetings:

- ▶ What an impact fee is
- ▶ Background and trends of oil and gas development in Adams County
- ▶ Study objectives
- ▶ Characteristics of oil and gas development and how it differs from other land uses in terms of transportation impacts
- ▶ Study process of how impacts would be calculated
- ▶ Model assumptions regarding how oil and gas operates in Adams County  
(for reaction from stakeholders)
- ▶ Mitigation activities
- ▶ Impact fee calculation methodology
- ▶ Next steps

Overall, participants expressed their support for this study. Most questions centered on better understanding the process taken to conduct the study, particularly to clarify what was and was not included in the study. Following are brief summaries of some of the additional questions and responses:

- ▶ Will a Hazardous Material Fee be included?  
*Response: Not part of the scope of this study.*
- ▶ Will traffic congestion on major roads be addressed?  
*Response: This is addressed in traffic impact studies submitted by applicants.*
- ▶ Can the County restrict use of certain roads by some oil and gas vehicles to avoid using bike routes and/or roads in poor condition?  
*Response: This is addressed in traffic impact studies submitted by applicants.*
- ▶ Will bridges be part of the analysis?  
*Response: Not part of the scope of this study.*
- ▶ Would a County fee push development into incorporated areas?  
*Response: Many factors go into oil and gas siting decisions; this study focused on roads under Adams County's jurisdiction.*
- ▶ Will air quality impacts be considered?  
*Response: Not part of the scope of this study.*

## *Draft Report Comments*

A draft Adams County Oil & Gas Traffic Impact Study was prepared in December 2017 and posted on the County's website for sixty days to allow public review and comment. Comments were received from resident groups, the Colorado Oil and Gas Association with assistance from the Arcadis Consulting Group, and the Colorado Petroleum Council. The resident groups expressed support for the study and fees. Comments provided by the oil and gas industry expressed certain concerns. Based on this feedback, several edits were made to the revised Oil & Gas Traffic Impact Study and two methodology changes were made that result in reduced fee levels:

- ▶ Rather than using the 400 vpd gravel road paving threshold initially proposed, County staff recommended a 500 vpd threshold to require paving of an unpaved road to create consistency with the general adopted policy of using 500 vpd in other County processes. Revision from this change has resulted in reduction of a certain section of the initial fees provided in the report.
- ▶ The revised fee requires safety (i.e. addition of shoulders) improvements on roads designated as bike routes that are used by the industry during the production phase. The requirement has been excluded for roads projected to be used during the development phase when the impact would be short-term. This adjustment has resulted in substantial reduction in the initial fees, with the most substantial changes occurring with those activities that utilize pipelines to transport fresh water, produced water, and associated products.

In addition to incorporating the two changes described above, and minor editorial and formatting changes, two notable edits were made to the revised report:

- ▶ The previous draft report mistakenly listed the annual production phase costs while listing them as the total 10-year costs in **Tables 12** and **13**. A revision was made to correctly calculate the total 10-year costs by multiplying the annual production phase costs by 10. With this correction, the average cost per 12-well pad aligns with the calculated fees.
- ▶ **Tables 12** and **13** were also updated to provide additional detail regarding the estimated costs by listing the calculated costs by mitigation category.

## 5. OIL & GAS IMPACT MITIGATION NEEDS

The mitigation measures and associated costs presented herein represent the additional costs or funding needs attributable to oil and gas traffic based on the assumptions and calculations described in the previous chapters. They do not include baseline maintenance or improvement costs that would be incurred by the County without the addition of oil and gas traffic, and do not involve any changes in roadway classifications. It should further be noted that the mitigation measures and costs represent typical treatments used by the County for cost estimation purposes; this is not meant to prescribe exact treatments that would be applied to each road segment since each road is unique. These mitigation methods and associated costs are described below.

### *Paved Road Analysis*

Two factors are critical in analyzing the capabilities of paved roads to accommodate additional truck traffic: the current pavement condition (PCI) and structural rating expressed as the structural number (SN). The SN is a function of the thickness of the surface and base layers, and the layer materials.

The County provided the pavement rating (PCI) for all paved County-responsible roads within the study area. Surface treatments (such as crack sealing, fog coats, cold mix pot hole fixes, etc.) were not included as a cost because these treatments do not impact the structural ability of pavement and a cost proportioning method of these activities to the industry was not identifiable. However, it is noted that surface treatments aid in the prevention of oxidation of the pavement, which in turn, prolongs the life of the pavement. The following sections describe the methodology utilized to quantify the rehabilitation needs attributable to the oil and gas industry for hot mix asphalt (HMA) and concrete pavements.

### *Hot Mix Asphalt Pavement Methodology*

The approach to determine the rehabilitation needs to offset the impacts of oil and gas traffic on asphalt pavement roads requires the determination of the pavement structural number (SN) for existing traffic as well as existing traffic plus oil and gas traffic.

The existing serviceability, initial serviceability, terminal serviceability, background ESAL (one year's portion of the design ESALs), reliability level, and standard deviation must be defined in order to determine the existing SN. The existing serviceability is based on the PCI, as provided by the County, for each study area asphalt roadway. The existing serviceability is interpolated based on the PCI and values shown in **Figure 15**. The values shown in **Table 10** are based on industry standards and input from the County for the different roadway classifications. These values are then used to solve for SN within the 1993 AASHTO Guide equation for flexible pavement, which is provided in **Figure 16**.

After the SN is calculated for the existing conditions ( $SN_{EXISTING}$ ), the SN is calculated for the existing conditions plus the oil and gas traffic ( $SN_{COMBINED}$ ). The SN Deficiency is then calculated ( $SN_{COMBINED} - SN_{EXISTING}$ ). The required pavement overlay for the oil and gas traffic is then calculated by dividing the SN Deficiency by the Standard Deviation. The cost for the required overlay was then calculated for each respective section of asphalt road using a price of \$85/ton. A summary of mitigation unit costs used in this study is available in **Appendix D**.

**Figure 15. Pavement Condition Assumptions**

Pavement Condition	PCI	Existing Serviceability	
		arterials, collector	local
EXCELLENT	100	4.5	4.5
	↓	↓	↓
VERY GOOD	85	4.0	4.0
	↓	↓	↓
GOOD	70	3.5	3.3
	↓	↓	↓
FAIR	55	3.0	2.6
	↓	↓	↓
POOR	40	2.5	2.0
	↓	↓	↓
	0.0	Terminal Serviceability	

Source: Adams County Transportation Department

**Table 10. Assumptions for Existing Pavement Sections**

Classification	Design ESAL	Reliability (%)	Standard Normal Deviate (Z <sub>R</sub> )	Resilient Modulus (M <sub>R</sub> )	Initial Serviceability	Terminal Serviceability	Standard Deviation	
							Asphalt	Concrete
Principal Arterial	1,825,000	95	-1.645	3,500 psi	4.5	2.5	0.44	0.35
Minor Arterial	1,460,000	90	-1.282	3,500 psi	4.5	2.5	0.44	0.35
Rural Arterial	1,460,000	90	-1.282	3,500 psi	4.5	2.5	0.44	0.35
Collector	730,000	85	-1.037	3,500 psi	4.5	2.5	0.44	0.35
Section Line Arterial	730,000	85	-1.037	3,500 psi	4.5	2.5	0.44	0.35
Local	73,000	80	-0.841	3,500 psi	4.5	2.0	0.44	0.35

Source: Adams County Transportation Department

**Figure 16. AASHTO Equation for Flexible Pavements**

$$\log W_{18} = Z_R \times S_0 + 9.36 \log(SN + 1) - 0.20 + \frac{\log\left(\frac{\Delta PSI}{4.2 - 1.5}\right)}{0.40 + \frac{1094}{(SN + 1)^{5.19}}} + 2.32 \log(M_R) - 8.07$$

Source: AASHTO, 1993

### Poor Condition Asphalt Methodology

When heavy truck traffic (like that associated with oil and gas activity) uses an asphalt road with a “Poor” pavement condition, it expedites or even immediately warrants the need to reconstruct it. To capture this potentially immediate high cost, any “Poor” condition asphalt road was assumed to be reconstructed if oil and gas traffic used the road. The full cost of reconstruction was attributed to the oil and gas activity using a price of \$30,000/mile per foot of roadway width, which includes the cost of removing the existing pavement. In many cases, reconstruction is less expensive than additional overlays that would be needed for the oil and gas industry use of roads in “Poor” condition. A summary of mitigation unit costs used in this study is available in **Appendix D**.

This special analysis of “Poor” condition roads only occurred in the development phase model, after which any reconstructed road was analyzed as an “Excellent” pavement condition (PCI = 95) in the production phase model since any road used in the production phase would have been triggered for reconstruction in the development phase.

## Concrete Pavement Methodology

The approach to determine the rehabilitation needs to offset the impacts of oil and gas traffic on concrete pavement roads requires the determination of the pavement service life. Standard design for pavement service life is a span of 20 years. The associated ESAL for the 20-year pavement service life by roadway classification are shown in **Table 10**.

Oil and gas traffic will decrease the overall pavement service life for concrete roads. The amount of this decrease is calculated as a percentage by dividing the calculated ESALs generated from oil and gas traffic by the overall Design ESAL. This percentage is then multiplied by the cost per lane mile (\$580,000/lane/mile, 12-inch depth) to reconstruct a concrete road. A summary of mitigation unit costs used in this study is available in **Appendix D**.

## Safety Mitigation

In addition to the mitigation measures needed to offset road deterioration, this study also considered mitigation for safety concerns associated with oil and gas traffic. The safety mitigation is based on the need for shoulder widening to maintain safe multimodal roads with the increased truck traffic associated with the oil and gas development. Wider shoulders provide space for bicyclists separate from the travel lanes. Shoulders also provide safety benefits for all roadway users: they serve as a countermeasure to run-off-road crashes and provide a stopping area for breakdowns or other emergencies.

As a result of comments received on the draft report, the previous methodology was modified so that these safety improvements are only accounted for if oil and gas traffic triggers the need in the production phase of a well's life when the safety concerns associated with industry traffic are more long-term than the shorter development phase. If oil and gas trucks were assigned to roadways identified as having a shoulder deficiency (as described in **Chapter 3**) and that road is designated as a bike route in the County's transportation plan, a shoulder widening was programmed to meet the width required by the design standard for the roadway's classification (see **Table 1**) to improve multimodal safety.

This process consists of removing a foot of width from the existing pavement to allow for proper leveling, and then repaving that removed foot of width along with adding the needed width of pavement.

For example, a minor arterial requires six feet of shoulder. If a minor arterial with no shoulder received oil and gas production traffic, one foot of width would be removed from the travel lane, and seven feet of pavement would be added (1 foot of travel lane, 6 feet of required new shoulder). Likewise, if the minor arterial had three feet of shoulder (a deficiency of three feet), one foot of width would be removed from it, and four feet of pavement would be added (1 foot to recover the removed shoulder, 3 feet of required new shoulder).

A price of \$23,000/mile per foot of pavement width was used for the additional shoulder pavement, and the price of \$3,000/mile per foot of pavement width was used for the removal. A summary of mitigation unit costs used in this study is available in **Appendix D**.

## *Unpaved Road Analysis*

The increase in maintenance and rehabilitation costs are a key element in determining the improvement cost for unpaved roads. Unlike paved roads, impacts for unpaved roads are realized as daily traffic volumes increase rather than the number of ESALs experienced. As the number of vehicles per day increases, activities such as grading and gravel applications must be implemented to preserve the surface quality, while dust suppression must also be implemented to address environmental concerns.

Existing daily traffic volumes were collected/estimated for each unpaved road that experienced oil and gas traffic in the model to establish an existing baseline of maintenance occurring. Oil and gas daily traffic was then applied to determine if any additional maintenance was necessary. Costs were only calculated for the additional maintenance or paving required due to oil and gas traffic. The following sections describe how daily oil and gas traffic was estimated and the parameters for increased maintenance or paving.

### **Estimating Daily Oil & Gas Traffic Volumes**

For modeling purposes, oil and gas trips for the development phase are expressed as the total number of trips for the entirety of the development phase. Furthermore, the model assigns trips for all pads and wells in one model run since paved maintenance is reliant on loads, not time-based traffic volumes, allowing for an average impact of a pad and well developed anywhere at any time.

Conversely, increased maintenance or paving of unpaved roads is based on daily traffic volume thresholds, so estimates were needed about the distribution of oil and gas traffic over time. Making this estimate using trips generated by all 300 pads and their wells being developed at one time would overestimate daily traffic attributed to oil and gas, triggering maintenance or paving that realistically would not be necessary. Alternatively, spacing development of the 300 pads and their wells evenly over the 10-year study period (30 pads per year) would not account for annual fluctuations that could result in substantially more pads being developed, subsequently underestimating needs that could occur during peaks in development. Furthermore, development is unlikely to occur evenly throughout the County, and instead be focused in clusters, further bolstering the fact that an average pace would not account for peak demands on unpaved roads.

To devise an estimate in between the two extremes described above, modeled oil and gas volumes were divided by a factor consisting of the average number of days in development (102 days) multiplied by the number of estimated development periods it would take to develop all 300 pad sites and their wells at a pace greater than an evenly spaced average (30) but lower than all at once (300). A pace equivalent to developing all 300 pads and their wells in any given area over a 4-year period was selected, as this pace represents a peak condition observed for the Wattenburg field in the past five years. This selected pace is based on historical data from the same formation that intersects Adams County, and represents a data-driven estimate that attempts to neither over nor under estimate needs as described above, yet account for spikes in development that could trigger increased maintenance or paving need.



Modeling for the production phase also assigned all trips in one model run, but post-processing of the results for daily traffic-based thresholds recognized that pads would incrementally come online over the ten years, resulting in the full modeled volume at Year 10. For example, if an unpaved road is estimated to have 100 vpd at “full buildout” of all pads, Year 1 was estimated to have 10 vpd, Year 2 to have 20 vpd, and so on. The maintenance or paving needs and costs were assessed for each year, the total 10-year costs aggregated, and the aggregated costs divided by ten to establish an average annual cost. Although it is unlikely pads would be developed at a steady pace over the 10-year horizon, this method accounts for incrementally increased maintenance needs as more and more pads are developed and begin to produce over time, while recognizing the uncertainty of development timing and intensity.

### Maintenance and Rehabilitation Schedule and Costs

**Table 11** outlines the maintenance thresholds for unpaved roads and the County’s average costs associated with each maintenance activity. A summary of mitigation unit costs used in this study is available in **Appendix D**. Because all unpaved roads were assumed to have some level of existing traffic, no grading costs were attributed to the oil and gas industry since the threshold was met prior to oil and gas traffic. As stated earlier, only additional maintenance or paving as a result of adding oil and gas traffic was attributed to the industry.

**Table 11. Unpaved Road Maintenance Schedule and Costs**

VPD Thresholds	Activity	Frequency	Cost
> 0	Grading	1/week	\$445.50 per mile per week
>= 100	Chemical Treatment for Dust	Annually	\$7,239.20 per mile for Year 1 \$3,619.60 per mile for subsequent years
>= 300	New Gravel	1/12 years	\$100,000 per mile

Source: Adams County Transportation Department

### Paving of Unpaved Roads

Any unpaved road with over 500 vpd was assumed to have the potential to be paved and the cost was attributed to oil and gas activity for the triggering phase – a similar concept to reconstructing “Poor” condition roads. While the high proportion of truck traffic on unpaved roads used by the industry may actually warrant consideration of paving at a lower volume threshold, the 500 vpd threshold has been used to be conservative and to maintain consistency with previous County transportation planning.

Once paved, this same roadway was then assumed to be paved for the remainder of the production phase and analyzed as an “Excellent” condition road (PCI = 95) that would be analyzed for overlay needs. This assumption of paving does not commit the County to pave the unpaved road, but does allow them to recover the cost to pave if needed. Paving assumed the removal and reuse of the unpaved road for base material and the addition of a shoulder depending on the road’s classification requirements, all at a price of \$23,00/mile per foot of pavement width. A summary of mitigation unit costs used in this study is available in **Appendix D**.



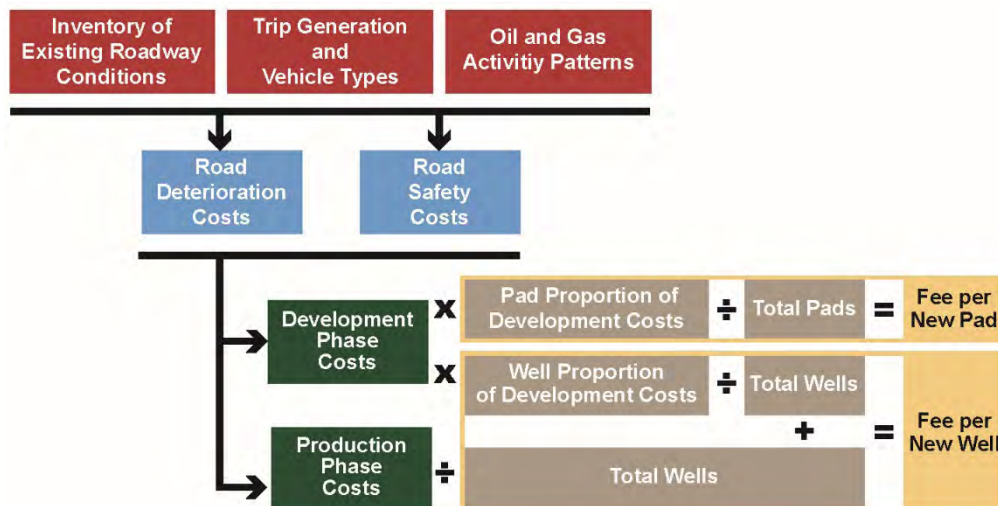
## 6. OIL & GAS ROADWAY IMPACT FEES

The purpose of designing oil and gas roadway impact fees is to recover the incremental costs associated with the industry’s impact on Adams County’s roads. Because of the nature of oil and gas development, the most intense impact occurs during development, prior to when wells generate tax revenue that could be used to offset impacts upfront. After the development phase, the well enters the less traffic-intensive production phase, but this activity continues over the life of the well. The capital required to recover costs of both phases is ideally recovered during the permitting process so the County can be as proactive as possible in offsetting impacts. This is accomplished through oil and gas roadway impact fees.

### *Fee Calculation Methodology*

In designing oil and gas roadway impact fees, it is critical to isolate the oil and gas damage on the County’s roads. The fees are designed to recoup the cost to the County associated with road deterioration and safety, as estimated in this study. **Figure 17** illustrates the methodology used to calculate the oil and gas roadway impact fees.

**Figure 17. Fee Calculation Methodology**



The roadway deterioration and safety impact costs were calculated by applying the cost assumptions described in **Chapter 5** with the modeling of impacts for the development of 3,600 wells on 300 pads placed throughout the study area (one pad with 12 wells per developable pad zone), aggregated for the whole study area and individually for the West and East districts, as explained in **Chapters 2** and **3**. The average per-pad and per-well costs were calculated by dividing these roadway costs by the number of pads (300) and number of wells (3,600).

Two separate scenarios were modeled and analyzed: one assuming that all wells utilize trucks for all water (fresh and produced) and product transport, and another assuming that all wells utilize pipelines for all transport of these materials. This approach allowed for the capture of the overall effect of pipelines on total impact costs and for the calculation of fees based on whether pad sites will have access to any combination of fresh water, produced water, and product pipelines.

## Calculated Costs

**Table 12** provides the total roadway and safety impact costs associated with the development of 300 pads with twelve wells each, as well as the impact costs associated with the production trips of those same pads over a 10-year period, using the process and unit costs outlined in **Chapter 5**. Costs are shown for each of the mitigation cost categories. The breakdown shows that Asphalt Overlay represents the largest cost component in both the development and production phases. Poor Road Reconstruction and Adding Shoulders are the other major cost components. Costs associated with Concrete Reconstruction, Gravel Maintenance, and Paving Gravel Roads are relatively small components of the total costs.

This set of results is shown for the study area as a whole, as well as individually for the West and East districts. It includes all truck trips for the transportation of fresh and produced water, as well as product produced, and is considered the base scenario. The same costs associated with implementing pipelines for all fresh and produced water, as well as product, are similarly displayed in **Table 13**. Both tables also show the average cost to offset the roadway impacts of a single pad with twelve wells (total costs divided over 300 pads), accounting for ten years of production.

**Table 12. Impact Costs for Oil and Gas Development and Production without Pipelines (2017\$)**

	Full Study Area	West District	East District
<b>Development Phase</b>			
<i>Roadway Deterioration Costs</i>			
Asphalt Overlay	\$15,225,200	\$13,619,000	\$1,606,300
Concrete Reconstruction	\$221,200	\$221,200	\$0
Gravel Maintenance	\$744,300	\$726,600	\$17,800
Paving Gravel Roads	\$411,000	\$411,000	\$0
Poor Road Reconstruction	\$9,241,600	\$5,211,700	\$4,030,000
<i>Safety Impact Costs</i>			
Adding Shoulders	\$0	\$0	\$0
<b>Production Phase (10-years)</b>			
<i>Roadway Deterioration Costs</i>			
Asphalt Overlay	\$85,776,000	\$77,061,000	\$8,715,000
Concrete Reconstruction	\$876,000	\$876,000	\$0
Gravel Maintenance	\$311,000	\$250,000	\$61,000
Paving Gravel Roads	\$0	\$0	\$0
Poor Road Reconstruction	\$0	\$0	\$0
<i>Safety Impact Costs</i>			
Adding Shoulders	\$28,651,000	\$19,283,000	\$9,368,000
Total Costs	\$141,457,300	\$117,659,500	\$23,798,100
Cost per 12-well Pad	\$471,524	\$439,028	\$743,691

**Table 13. Impact Costs for Oil and Gas Development and Production with Fresh Water, Produced Water, and Product Pipelines (2017\$)**

	Full Study Area	West District	East District
<b>Development Phase</b>			
<i>Roadway Deterioration Costs</i>			
Asphalt Overlay	\$6,455,100	\$5,916,200	\$539,000
Concrete Reconstruction	\$26,600	\$26,600	\$0
Gravel Maintenance	\$0	\$0	\$0
Paving Gravel Roads	\$0	\$0	\$0
Poor Road Reconstruction	\$9,241,600	\$4,668,300	\$4,573,400
<i>Safety Impact Costs</i>			
Adding Shoulders	\$0	\$0	\$0
<b>Production Phase (10-years)</b>			
<i>Roadway Deterioration Costs</i>			
Asphalt Overlay	\$173,000	\$160,000	\$14,000
Concrete Reconstruction	\$1,000	\$1,000	\$0
Gravel Maintenance	\$153,000	\$129,000	\$25,000
Paving Gravel Roads	\$0	\$0	\$0
Poor Road Reconstruction	\$0	\$0	\$0
<i>Safety Impact Costs</i>			
Adding Shoulders	\$0	\$0	\$0
Total Costs	\$16,050,300	\$10,901,100	\$5,151,400
Cost per 12-well Pad	\$53,501	\$40,676	\$160,981

### Fee Calculation

To allow for variations in the number of wells per pad, the fee calculation is based on two components: a pad construction fee and a well development and production fee. One percent of all costs associated with developing a 12-well pad is attributable to pad construction based on that activity's ESAL generation, and the remaining costs are attributed to the well development. All production costs are associated with the well fee.

**Table 14** presents the calculated impact fees, which are the average impact costs associated with pad construction and well development, and the 10-year cumulative impact costs of well production. The table splits the impact fees between phases (development versus ten years of production), boundary (full study area versus West/East districts), mitigation type (roadway deterioration versus safety), pipeline scenario, and per-pad versus per-well fee.

**Table 14. Full Oil and Gas Roadway Impact Fee Schedule Options (2017\$)**

Pipeline Scenario			Fee Type	Full Study Area			West District			East District		
Fresh Water Pipeline	Produced Water Pipeline	Product Pipeline		Roadway Deterioration Impact Fees	Safety Impact Fees	Total Impact Fees	Roadway Deterioration Impact Fees	Safety Impact Fees	Total Impact Fees	Roadway Deterioration Impact Fees	Safety Impact Fees	Total Impact Fees
n/a	n/a	n/a	Pad Fee (D)	\$861	\$0	\$861	\$753	\$0	\$753	\$1,767	\$0	\$1,767
Per Pad Fees												
Per Well Fees												
-	-	-	Well Fee (D)	\$7,107	\$0	\$7,107	\$6,215	\$0	\$6,215	\$14,577	\$0	\$14,577
-	-	-	Well Fee (P)	\$24,156	\$7,959	\$32,115	\$24,312	\$5,996	\$30,308	\$22,854	\$24,396	\$47,250
-	-	-	<b>Total Well Fee</b>	<b>\$31,263</b>	<b>\$7,959</b>	<b>\$39,222</b>	<b>\$30,527</b>	<b>\$5,996</b>	<b>\$36,523</b>	<b>\$37,431</b>	<b>\$24,396</b>	<b>\$61,827</b>
✓	-	-	Well Fee (D)	\$5,702	\$0	\$5,702	\$4,726	\$0	\$4,726	\$13,872	\$0	\$13,872
✓	-	-	Well Fee (P)	\$24,156	\$7,959	\$32,115	\$24,312	\$5,996	\$30,308	\$22,854	\$24,396	\$47,250
✓	-	-	<b>Total Well Fee</b>	<b>\$29,858</b>	<b>\$7,959</b>	<b>\$37,817</b>	<b>\$29,038</b>	<b>\$5,996</b>	<b>\$35,034</b>	<b>\$36,726</b>	<b>\$24,396</b>	<b>\$61,122</b>
-	-	✓	Well Fee (D)	\$7,107	\$0	\$7,107	\$6,215	\$0	\$6,215	\$14,577	\$0	\$14,577
-	-	✓	Well Fee (P)	\$11,883	\$3,900	\$15,783	\$11,959	\$2,938	\$14,897	\$11,250	\$11,954	\$23,204
-	-	✓	<b>Total Well Fee</b>	<b>\$18,990</b>	<b>\$3,900</b>	<b>\$22,890</b>	<b>\$18,174</b>	<b>\$2,938</b>	<b>\$21,112</b>	<b>\$25,827</b>	<b>\$11,954</b>	<b>\$37,781</b>
-	✓	-	Well Fee (D)	\$5,702	\$0	\$5,702	\$4,726	\$0	\$4,726	\$13,872	\$0	\$13,872
-	✓	-	Well Fee (P)	\$12,364	\$4,059	\$16,423	\$12,443	\$3,058	\$15,501	\$11,705	\$12,442	\$24,147
-	✓	-	<b>Total Well Fee</b>	<b>\$18,066</b>	<b>\$4,059</b>	<b>\$22,125</b>	<b>\$17,169</b>	<b>\$3,058</b>	<b>\$20,227</b>	<b>\$25,577</b>	<b>\$12,442</b>	<b>\$38,019</b>
✓	-	✓	Well Fee (D)	\$5,702	\$0	\$5,702	\$4,726	\$0	\$4,726	\$13,872	\$0	\$13,872
✓	-	✓	Well Fee (P)	\$11,883	\$3,900	\$15,783	\$11,959	\$2,938	\$14,897	\$11,250	\$11,954	\$23,204
✓	-	✓	<b>Total Well Fee</b>	<b>\$17,584</b>	<b>\$3,900</b>	<b>\$21,484</b>	<b>\$16,685</b>	<b>\$2,938</b>	<b>\$19,623</b>	<b>\$25,122</b>	<b>\$11,954</b>	<b>\$37,076</b>
✓	✓	-	Well Fee (D)	\$4,296	\$0	\$4,296	\$3,237	\$0	\$3,237	\$13,166	\$0	\$13,166
✓	✓	-	Well Fee (P)	\$12,364	\$4,059	\$16,423	\$12,443	\$3,058	\$15,501	\$11,705	\$12,442	\$24,147
✓	✓	-	<b>Total Well Fee</b>	<b>\$16,660</b>	<b>\$4,059</b>	<b>\$20,719</b>	<b>\$15,680</b>	<b>\$3,058</b>	<b>\$18,738</b>	<b>\$24,871</b>	<b>\$12,442</b>	<b>\$37,313</b>
-	✓	✓	Well Fee (D)	\$5,702	\$0	\$5,702	\$4,726	\$0	\$4,726	\$13,872	\$0	\$13,872
-	✓	✓	Well Fee (P)	\$91	\$0	\$91	\$90	\$0	\$90	\$102	\$0	\$102
-	✓	✓	<b>Total Well Fee</b>	<b>\$5,792</b>	<b>\$0</b>	<b>\$5,792</b>	<b>\$4,816</b>	<b>\$0</b>	<b>\$4,816</b>	<b>\$13,973</b>	<b>\$0</b>	<b>\$13,973</b>
✓	✓	✓	Well Fee (D)	\$4,296	\$0	\$4,296	\$3,237	\$0	\$3,237	\$13,166	\$0	\$13,166
✓	✓	✓	Well Fee (P)	\$91	\$0	\$91	\$90	\$0	\$90	\$102	\$0	\$102
✓	✓	✓	<b>Total Well Fee</b>	<b>\$4,387</b>	<b>\$0</b>	<b>\$4,387</b>	<b>\$3,327</b>	<b>\$0</b>	<b>\$3,327</b>	<b>\$13,268</b>	<b>\$0</b>	<b>\$13,268</b>

(D) = Development Phase

(P) = Production Phase

The study team presented these impact fee calculations along with three policy choices in fee implementation to the Adams County Board of County Commissioners (BOCC) at a study session on November 14<sup>th</sup>, 2017. BOCC direction on these policy choices included:

- ▶ **Account for all fee elements presented:** All calculated road impact elements associated with both the development and production phases.
- ▶ **Allow for fee reductions based on pipelines used:** Reduce fees to account for pipelines that would reduce truck trips.
- ▶ **Assess different fees for pads/wells by district (West versus East):** The fee structure should account for the longer truck trips and less developed roadway network in the eastern part of the County.

The BOCC also directed the study team to post a copy of this study on the County’s website for public review and comment. As described in **Chapter 4**, two major modifications to the fee calculation methodology were applied based on comments received and a subsequent re-review of the study.

**Table 15** summarizes the resulting recommended fee structure – total fees by pipeline scenario for the West and East districts.

**Table 15. Recommended Oil and Gas Roadway Impact Fee Schedule (2017\$)**

Pipeline Scenario			West	East
Fresh Water Pipeline	Produced Water Pipeline	Product Pipeline		
Per Pad Fees				
n/a	n/a	n/a	\$753	\$1,767
Per Well Fees				
-	-	-	\$36,523	\$61,827
✓	-	-	\$35,034	\$61,122
-	-	✓	\$21,112	\$37,781
-	✓	-	\$20,227	\$38,019
✓	-	✓	\$19,623	\$37,076
✓	✓	-	\$18,738	\$37,313
-	✓	✓	\$4,816	\$13,973
✓	✓	✓	\$3,327	\$13,268

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## APPENDIX B. WATER PROVIDER INTERVIEW SUMMARIES

### City of Brighton Utilities Department

The City of Brighton does provide water for oil and gas development, but restricts its water use to only developments whose well terminus is within the city limits. To ensure this policy is followed, water must be transported via pipeline and cannot be trucked.

With all pad sites assumed to be in unincorporated Adams County, no water can be used from the City of Brighton for these developments.

### South Adams County Water & Sanitation District

The District has never had an application for use by oil and gas, and noted their water usage is heavily regulated. If such use was permitted, it would be done via water hydrant.

Because of a lack of history supplying to oil and gas, and because their service area primarily lies where ditches exist or in the southwest area removed from the study, no water was assumed to be sourced from the District.

### Strasburg Sanitation & Water District

The District stated they do not issue access for oil and gas development.

### Todd Creek Village Metro District

Anecdotal evidence from County oil and gas staff suggested that the District might supply water for oil and gas development, but the study team was not able to connect with the District to verify. With numerous ditches covering the same service area, it was assumed that estimated access points to these ditches used in the study would closely represent any access to District water in the event water was provided.

### Other Water Districts

Adams County has numerous other water districts throughout the County, including some in the east-central portion that has limited water supplies. However, the remaining districts are very small in size (often built to supply a small housing development) or are in urbanized areas in the southwest portion of the County. Thus, they were deemed to not be suitable for oil and gas companies to use since the other more viable providers above do not or have severe limitations.

## APPENDIX C. TRAVEL MODEL ASSUMPTIONS

Assumption	Reasoning / Notes
Some Adams County roads in the excluded southwest area were included	▶ Their connectivity was deemed to potentially serve trip paths to/from the study area's network
Roads from adjacent counties were included in the model but not assessed for impacts	▶ Origins/destinations outside of Adams County, specifically to the North, were programmed at actual locations of where facilities are located
Most roads used a standardized speed limit based on functional classifications and location, with some acquired from agency databases and Google StreetView	▶ State highways acquired from CDOT, some major roads from Adams County GIS ▶ Major paved roads were validated/acquired via Google StreetView ▶ Finding speeds for each road segment, specifically minor local roads, would have had a low benefit/cost ratio ▶ Gravel roads typically do not have a posted speed limit
Shoulder widths were estimated using total pavement widths and lane widths, with unusual widths verified via Google Earth	▶ No reliable shoulder width data were available ▶ Such a large road network cannot be fully reviewed manually for shoulder widths ▶ Resulting widths were generally reasonable and were spot checked via Google Earth
All highway ramps entered into the model as a one-lane roadway	▶ Congestion was not factored within the model, and all ramps in the travel shed are the responsibility of CDOT, thus do not factor into calculated impacts
Intersection controls were not defined	▶ Programming signal timing would have had a low benefit/cost ratio ▶ Delay from intersection controls would be low in comparison to the total trip time
Actual turn lane configurations were not included within the network	▶ Programming turn lanes into the model would have had a low benefit/cost ratio ▶ Delay reduction from turn lanes would be low in comparison to the total trip time
12 wells per pad	▶ Used from 2016 Thornton study to be consistent since study areas overlap
1 pad per 24 square-miles in the East district	▶ Used density found in similar Arapahoe County area south of Watkins
No pad-to-pad travel	▶ Data on pad-to-pad travel patterns and volumes were unavailable, and such travel patterns are complex and highly uncertain case-by-case occurrences to predict
The pad in each pad zone of the model was located in the most open, least developed, and unincorporated location outside of the floodway and nearest to a road for access	▶ Pads typically locate away from housing and other buildings to avoid conflict with local residents ▶ The analysis for this study was only concerned with pads developing in unincorporated portions of the County ▶ Floodways mainly influenced the placement of a pad within a zone, with only a few potential pad zones eliminated due to being fully covered by a floodway
Paths connecting pad centroids were connected to the nearest major road in a geographically logical manner	▶ Development would be unlikely to construct a bridge to cross water unless absolutely necessary ▶ Major roads would be most suitable for travel ▶ Connecting to the nearest road reduces access road costs and travel time
No trips were assigned to travel via the E-470 tollway	▶ Hazardous materials are prevented from traveling on E-470 ▶ Multiple free comparable travel paths are available and transporters are toll-averse
Trips to/from the North were allowed to exit Adams County via I-25, I-76, US 85, SH 71, SH 79, or Hayesmount Road	▶ These highways provide faster and easier exit from the area to Weld County ▶ Because origins/destinations to the North were programmed at actual locations of where facilities are located, the travel model determined which route was used
Trips to/from the Southwest were allowed to exit Adams County via I-25 and I-70	▶ These highways provide faster and easier exit from the area to the Denver area ▶ Adding other routes would not have changed travel patterns on Adams County roads
West district pads obtained 90% of water locally from ditches, 10% from the North	▶ Nearest local source estimated based on access to nearest ditch ▶ 10% was obtained externally to account for possibly unforeseen issues and needs
East district pads obtained 50% of water locally from creeks, 50% from the North	▶ Used 50/50 split due to lack of established local water sources ▶ Local creek sourcing of water (Bijou and Kiowa) provided by County oil and gas staff
Produced water trips to/from nearest of top 4 disposal wells to the North	▶ Most other disposal wells in/near Adams County had lower historical use ▶ Other high-use disposal wells were generally in the same area as selected wells
Other equipment/materials/worker trips split 90% to the North and 10% to the South	▶ Recognizes that the vast majority of oil and gas operators/contractors are in Weld County, but some general construction and worker trips would be to/from Denver
All pads were modeled to generate trips in one model run per phase	▶ The approach defined to the left and in the report results in a true average potential cost to the County's road network regardless of where and when a pad develops ▶ Not conducted was the creation of pace-of-development scenarios that utilize a random location selection process of active pads (because the location of future pads is unknown) because this can lead to situations where if the randomization process selected pad locations that must use more County roads, the cost per pad/well is higher; or if the randomization process selected pad locations that primarily accessed state highways or municipal roads, the cost per pad/well is lower
50% of completion equipment trips to/from facility at US 85 and E 104 <sup>th</sup> Avenue	▶ County oil and gas staff identified this contractor as the main provider for completion equipment services for the area
Trip generation from 2017 Boulder study	▶ Used most current trip generation data developed just prior to this study

## APPENDIX D. MITIGATION UNIT COSTS SUMMARY

The following unit costs were developed in coordination with Adams County staff using County data in conjunction with CDOT costs. These are generalized planning-level costs that incorporate standard values used by the County for all occurrences of these activities, not just for the purposes of this study. These costs do not include any changes in roadway classification or acquisition of right-of-way.

Maintenance Activity	2017 Cost	Unit	Assumptions
Asphalt overlay	\$85	Per ton	n/a
Asphalt reconstruction	\$30,000	Per foot of width, per mile	Includes removal cost
Concrete reconstruction	\$580,000	Per lane, per mile	12-foot lane width, 12-inch depth
Shoulder removal	\$3,000	Per foot of width, per mile	Done to 1-foot past existing pavement edge
Shoulder addition	\$23,000	Per foot of width, per mile	Includes portion removed (1-foot) and additional width
Grading	\$445.50	Per mile	Weekly
Gravel	\$100,000	Per mile	Applied every 12 years
Chemical treatment	\$7,239.20	Per mile	For 1 <sup>st</sup> year's application and reapplication after 5 years
	\$3,619.60		For each subsequent year after first/reapplication
Paving of gravel road	\$23,000	Per foot of width, per mile	Includes removing existing gravel and reusing as base

Source: Adams County Transportation Department

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Exhibit 2. Public Outreach Schedule

<b>Initial Outreach</b>	
<i>Date</i>	<i>Stakeholder Group</i>
8/9/2017	Operators & Reps
8/16/2017	General Public
8/21/2017	General Public
12/7/2017 – 2/19/2018	Referral
<b>Follow Up Meetings</b>	
<i>Date</i>	<i>Stakeholder Group</i>
12/14/2017	API/CPC
12/19/2017	COGA
2/1/2018	COGA
5/30/2018	COGA & Operators



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February 19, 2018

Ms. Christine Dougherty  
Local Government Designee, Oil & Gas Liaison  
Adams County Development Services  
4430 S Adams County Pkwy  
Brighton, Colorado 80601

**Subject: Comments on the Draft Adams County Oil & Gas Traffic Impact Study, issued December 2017**

Dear Ms. Dougherty,

The Colorado Oil and Gas Association (COGA) appreciates the opportunity to provide Adams County with comments on the draft Oil & Gas Impact Study (Study) that was issued for review in December 2017. The Study was prepared by Felsburg Holt & Ullevig (FHU), on behalf of the County, for purposes estimating the fiscal impact from oil and gas-related traffic. The County intends to use these findings in support of a roadway impact fee imposed upon oil and gas operators. This letter is provided as a supplement to the preliminary comments and includes additional concerns that have been assembled by COGA and its expert consultant Arcadis, U.S., Inc. Preliminary written comments by COGA and Arcadis are attached as Attachment 1. Supporting technical comments prepared by Arcadis are attached as Attachment 2.

**1. Local Governments may only impose impact fees in an amount no greater than necessary to defray the anticipated impacts of the proposed development.**

Local Governments such as Adams County may only impose impact fees or similar development charges on new development as permitted by State law. As required by C.R.S. § 29-20-104.5, impact fees may only be imposed if those fees are: (a) legislatively adopted; (b) generally applicable to a broad class of property; and (c) tied to defraying the projected impacts on capital facilities that is caused by the proposed development.<sup>1</sup>

Crucially, the statute provides that impact fees may only be imposed if a local government “quantif[ies] the reasonable impacts of proposed development on existing capital facilities and establish[es] the impact fee . . . **at a level no greater than necessary to defray such impacts directly related to proposed development.**”

<sup>1</sup> The term “capital facilities” is defined broadly to mean any improvement or facility that: (a) is directly related to any service that a local government or a fire and emergency services provider is authorized to provide; (b) has an estimated useful life of five years or longer; and (c) is required by the charter or general policy of a local government or fire and emergency services provider pursuant to a resolution or ordinance.” C.R.S. § 29-20-104.5(4).

C.R.S. § 29-20-104.5(2)(a)(emphasis added). Accordingly, “no impact fee or other similar development charge shall be imposed to remedy any deficiency in capital facilities that exists without regard to the proposed development.” Id.

To ensure that impact fees are tied directly to impacts directly related to the proposed development, all impact fees received must be collected and accounted for in accordance with C.R.S. § 29-1-803, which requires that all collected impact fees be deposited in an interest-bearing account that clearly identifies the category, account or fund of capital expenditures for which the fee was imposed. Each category, account or fund must be accounted for separately, and interest earned on the fees must be credited to the account. This precise accounting is necessary to ensure that impact fees are spent by the local government to remedy only impacts of the proposed development rather than preexisting deficiencies or otherwise unrelated impacts.

Accordingly, Adams County may only legally impose an impact fee if it:

- 1) demonstrates that oil and gas development creates the need for additional roadway infrastructure or improvements;
- 2) quantifies the reasonable impacts of proposed development on existing infrastructure and also quantifies the need for additional infrastructure; and
- 3) establish[es] the impact fee or development charge at a level no greater than necessary to defray such impacts directly related to the proposed development.

For the reasons stated below, COGA believes that the Study does not satisfy these requirements.

## **2. The Study impermissibly attributes the need to remedy pre-existing deficiencies in infrastructure to future oil and gas operations.**

Some elements of FHU’s impact assessment methodology are attributing the costs for mitigating pre-existing deficiencies to the oil and gas industry. For example, the methodology associated with the complete reconstruction of poor condition asphalt roads entails: (1) quantifying all existing asphalt roads that are characterized as “poor condition” currently, (2) estimating a cost to reconstruct these roads to service all users, and (3) attributing the costs for this solely to oil and gas users. As it is currently described, this methodology does not comply with C.R.S. § 29-20-104.5(2)(a), which states that Adams County cannot impose impact fees to remedy existing deficiencies. Addressing impacts to these “poor condition” roads using the same hot-mix asphalt methodology that FHU applied to roads having fair to excellent pavement condition ratings would be more appropriate. The hot mix asphalt pavement methodology estimates the cost for adding structural capacity to the roads to accommodate new oil and gas development. At minimum, if costs for reconstructing these poor-condition roads is assumed, then those costs should be proportionally factored based on the actual amount of design life capacity that will be used by industry so that they are indicative of the proportion of improvement costs needed to accommodate use by the oil and gas industry.

## **3. The Study impermissibly attributes the need for certain capital improvements solely to future oil and gas operations.**

Some of the impact mitigations identified in the Study, such as the need for bike lane and road shoulder improvements, should not be solely attributed to the impact of future oil and gas operations. At minimum, additional rationale should be provided elaborating

as to why the County and FHU believe oil and gas operations will be the sole cause for the need for these improvements. By failing to provide this rationale, the Study is unable to demonstrate, as it must, that the associated cost for these improvements should be borne only, or even at all, by the oil and gas industry.

Also, due to the statutory definition of “capital facilities” set forth in footnote 1 above, the County must have existing requirements in their charter or a general policy that mandates the construction of the bike paths and shoulder improvements that the Study proposed be funded solely by oil and gas operators. Whether this is in fact the case is not mentioned in the Study.

Finally, if a bike path or shoulder is required under current County planning documents but does not yet exist, the absence of the path or shoulder constitutes an existing deficiency. For the reasons stated above, pre-existing deficiencies cannot be legally funded through an impact fee on future oil and gas operations.

**4. Because it fails to consider the impact of other businesses and uses on County infrastructure, the Study impermissibly overstates the impact of oil and gas operations.**

To satisfy the requirement of the impact fee statute, all impact fees charged to operators must be based solely on the extent to which oil and gas operations will impact roadway infrastructure. Accordingly, any study assessing impact fees must take into account all uses that could impact infrastructure, rather than focusing only on one use, to ensure that impact fees imposed on one industry reflects its proportional impact.

It does not appear that proportional use consideration was applied to the “poor condition asphalt” methodology (as described on page 33 of the Study), any of the multi-modal safety mitigation measures (page 34), the gravel road maintenance increases (page 36), or the “paving of gravel road” measures (page 36). Additional comments specific to each of these methods are detailed on pages 4 through 7 of Attachment 2. The cost contributions from these items either need to be omitted from the stated cost impact, or at the very least need to be modified to account for the anticipated impacts from uses other than oil and gas operations.

**5. The Study does not adequately explain how VISUM program modeling was employed in assessing impact fees.**

It is clear that the VISUM modeling efforts play a significant role in estimating the traffic volumes in the Study. But the Study does not summarize or include any of the VISUM model results. To better understand how VISUM was used to support FHU’s calculation of impacts, the final version of this Study should include representations of the actual model results. At a minimum, FHU should summarize these results in a series of tables and figures that can be used to compare baseline conditions to the modeled scenario conditions. A summary of the VISUM results would also demonstrate the magnitude and extent to which the individual impact cost assessment methodologies were applied. The attached Arcadis memorandum elaborates on the need for these in greater detail (See comments on Section 3 [Attachment 2, pg. 2 and 3], also comments related to Section 5, Estimating Daily Oil & Gas Traffic [Attachment 2, pg. 6]).

In particular, the Study should include additional travel demand model documentation, presumably in additional or expanded appendices, that includes:



- documentation/tables summarizing the actual VISUM model scenario inputs, including details on land use, trip generation and trip distribution for both Oil & Gas and non-Oil & Gas traffic;
- summary model input and output tables for all of the (estimated 25 to 30) existing, future, and incremental/annual modeling scenarios that were run; and
- details on how the model was validated and calibrated to ensure the existing/baseline conditions match or approximate actual data.

Also, our understanding is that the VISUM modeling performed in support of this Study only evaluated traffic volume projections from oil and gas operations. To satisfactorily address our earlier comments on the issue of proportionality, the model should also evaluate and include non-oil and gas traffic. Further, the Study should extend the modeling period to evaluate how oil and gas traffic volume declines beyond the 10-year development timeframe, as this will play a critical role in understanding whether paving over gravel roads is an economically viable option. Specifically, the Study attributed costs for paving over gravel roads once a daily traffic volume exceeds 400 vehicles per day (VPD). As discussed on pages 6 and 7 in Attachment 2, it is conceivable that due to the declining nature of production phase traffic, it will only be temporarily exceeded. If daily volumes drop back below this threshold as oil and gas production declines, then the County would be financially obligated to maintain a paved road that no longer needs to be paved. The relative costs for maintaining a paved road are substantially higher than those for a gravel road.

#### **6. The Study makes a number of assumptions regarding oil and gas development that are likely incorrect.**

The Study makes a number of assumptions regarding trip generation volumes, where trips originate, and the pace of development of oil and gas operations that appear to be inaccurate. FHU and the County have obtained little information on these issues from oil and gas operators. The County should consider meeting with oil and gas operators in order to refine these assumptions and make them more accurate.

For example, assumptions that all oil and gas related traffic originates outside of the county are not realistic and are likely overestimating the amount of traffic applied by the model. Additionally, disregarding the possibility of pad-to-pad traffic for activities such as water hauling, pipe delivery, and oil hauling may artificially elevate traffic counts applied by the model. Indeed, our interviews with Adams County operators suggests that, contrary to assumptions in the Study, most of the equipment and supplies used by Adams County operators originates from locations in Brighton or Commerce City. At minimum, FHU and the County should consider incorporating a sensitivity analysis and a discussion that elaborates on how use of inaccurate assumptions may have impacted the Study outcomes.

#### **7. The Study makes a number of assumptions regarding the Vehicle Per Day (VPD) gravel pavement threshold that are likely incorrect.**

The Study needs to clarify its use of the stated Vehicle Per Day (VPD) gravel pavement threshold and elaborate on the gravel road maintenance need assumptions presented in Table 11 (page 36). The current County Transportation Plan, also prepared by FHU, establishes a 500 VPD threshold for paving. The Study, on the other hand uses a 400 VPD threshold for paving. This discrepancy needs to be explained and justified.

Additionally, we understand that the County currently only grades gravel roads either monthly or every two months. Yet based on our understanding of Table 11, the Study is assuming that any incremental increase in daily traffic (e.g., "> 0 VPD") will necessitate weekly grading. Please elaborate on the basis for this and explain how the VPD thresholds listed in Table 11 were used to attribute costs for additional unpaved road maintenance to oil and gas users.

Finally, FHU indicates that even though it uses a 400 VPD threshold for paving in the Study, the County retains discretion to decide whether paving will actually occur if this threshold is met. This raises an obvious problem since the Study assumes, and bases its impact fee analysis upon, the assumption that road paving will automatically occur once the VPD threshold is exceeded. If the County does not, in fact, pave the road in all such circumstances, this should be reflected in the Study to ensure that the road impact fees assessed closely adhere to the actual costs incurred by the County in remedying infrastructure deterioration caused by oil and gas activity.

**8. The Study impermissibly ignores revenue the County receives from oil and gas operators through severance and ad valorem taxes.**

All revenue received by the County from oil and gas operators should be taken into account in assessing road impact fees. Accordingly, the Study should include a separate section that summarizes the revenue from these taxes available to Adams County in order to factor these taxes into account when assessing road impact fees. Indeed, this is precisely what FHU did in their City of Thornton Traffic Impact Fee Study<sup>2</sup>. Based on our discussion with operators, this tax revenue to the County will be significant – in the neighborhood of \$500,000 per facility -- and should be taken into consideration before developing an impact fee structure.

It is apparent that the County is seeking to recover all anticipated infrastructure costs up front through assessment of an impact fee so that the County can be proactive in offsetting impacts. This is impermissible and should take into account revenue already received by the County from the industry through severance and ad valorem taxes.

**9. The Study needs to be clearer in how the fee structure is calculated.**

The Study also needs to explain how each of the identified oil and gas mitigation needs identified in Section 5 (pages 32 through 36) contributed to the tally of total impact cost determinations (presented in Tables 12 and 13, page 38), and how those in turn were used (along with other rationale) to develop the recommended fee structure that was presented in Table 15 (page 40). FHU used six different methodologies for quantifying types of impact, but it is not clear how each of these methods contributed to the total impact cost estimates, as FHU never provided this summary. Rather, the mitigation needs appear to have been allocated to either a deterioration or safety related cost category, and then further subdivided based on geography and phase of traffic operations (development or production phase). Considering our earlier comments about whether these methods should be allowed, or whether they were handled properly, the lack of transparency is disconcerting. (Please refer to Attachment 2, pages 8 and 9, for detailed comments on how to make the total impact cost calculation inputs more transparent.)

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<sup>2</sup> [https://www.cityofthornton.net/government/city-council/Documents/072616\\_Council\\_Update\\_Packet.pdf](https://www.cityofthornton.net/government/city-council/Documents/072616_Council_Update_Packet.pdf)

The recommended fee structure presented in Table 15 is derived from a fee calculation that appears to recover significantly more money than what is required to cover the calculated costs. In particular, calculation of fees using the structure presented in Table 15 for a typical 12-Well pad results in significantly higher costs than what was presented in Tables 12 and 13. Proposed fees for eight different pipeline scenarios were developed, and six of these scenarios would result in collection of fees considerably higher than the average costs presented in Tables 12 and 13 (see further comments on pages 9 and 10 of Attachment 2). This gives the appearance that the recommended impact fee is much greater than the amount actually required to defray the anticipated impact, which is not allowed under C.R.S. § 29-20-104.5(4).

During our recent meeting with the County, staff indicated that the goal of the study was to quantify impacts, and that the resulting fee recommendations are still under consideration. Staff also indicated that a broader traffic impact fee study, evaluating all existing land development uses, is currently underway. We anticipate there are many items under consideration that may determine if, how, and when an oil and gas traffic impact fee will be adopted by the County.

We recommend that the County preserve the flexibility to address oil and gas related traffic impacts on an individual development basis. We feel that this can be best achieved by:

- continuing to work with oil and gas operators to address traffic-related concerns through the existing Memorandum of Understanding (MOU) process and affording operators the ability to independently calculate development-specific traffic impact fees; and
- providing an alternative load capacity-based impact fee structure, as FHU did in the City of Thornton study, based on anticipated ESAL-lane miles travelled.

We look forward to the opportunity to discuss these comments and recommendations again with County staff and the authors of the Study. Please advise if you wish to arrange a meeting with FHU prior to their finalization of the Study. If you have any questions or wish to discuss these comments, please feel free to give me a call at (303) 861-0362.

Sincerely,



Ryan Seastrom, Community Outreach Coordinator  
Colorado Oil and Gas Association

Attachments:

1. Preliminary Comments provided to the County on February 5, 2018
2. Arcadis' Detailed Technical Comments/Memo

Cc: Nana Appiah – Adams County Development Services  
Mark Mathews – COGA Legal Counsel  
Julia Rhine – COGA Legal Counsel  
Bill Zahniser – Arcadis

# MEMO

To:

Ryan Seastrom  
Colorado Oil & Gas Association

Copies:

COGA Operator Road Impacts  
Working Group

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From:

Bill Zahniser, P.E.

Date:

February 19, 2018

Arcadis Project No.:

N/A.

Subject:

Supplemental Comments on the December 2017 Draft of Adams County Oil  
& Gas Traffic Impact Study.

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Arcadis U.S., Inc. (Arcadis) appreciates the opportunity to provide the Colorado Oil & Gas Association's (COGA's), Operator Road Impact Working Group with our supplemental comments on the draft Adams County Oil & Gas Traffic Impact Study that was issued by Adams County for comment in December 2017. This review focused on (1) the technical items we would require to be able to fully understand and replicate the modeling, estimating, and fee determination calculations that were performed, and (2) issues with study methodology that are contributing to how the impact from oil and gas is represented. In summary, it appears the study is over-attributing traffic impact costs from Oil & Gas traffic through a combination of:

- Use of overly conservative, and in some cases inaccurate, assumptions as it relates to the pace and duration of development, trip generation and trip origination assumptions.
- Assigning costs for mitigating pre-existing infrastructure deficiencies solely towards oil and gas.
- Overstating the impacts, by failing to consider all land uses and proportioning the impact cost based on the extent to which oil and gas will benefit from these mitigations.

The relative significance of each of the above flaws is difficult to assess because the study itself provides insufficient detail or summary of study findings. While the study does provide insight into the methods and some basic assumptions, it does not present or summarize any of the interim study findings that were apparently used by FHU to quantify the expected industry impact. Consequently, the calculated impact costs are not transparent. Moreover, there is no accounting for existing cost recovery mechanisms, and the impact fee structure that has been proposed appears to be designed to recover fees in an amount much higher than the estimated impact costs (already overstated to begin with).

Below are our specific comments, organized according to the portions of the draft study to which they apply.

## SECTION 1. INTRODUCTION

Our primary comments on this section of the study relate to the description of the Study Purpose, which states:

*“This study seeks to understand and quantify the potential impacts of oil and gas development to the County transportation system. This study is not intended to predict oil and gas development location or intensity, but rather provide County officials with information about the potential impacts to the County’s transportation system and associated costs using an informed set of assumptions based on the best available data. The transportation impacts estimated within this study are used to design and calculate impact fees that will offset the transportation-related impacts of oil and gas development...”*

As we will note in subsequent comments, the “informed set of assumptions” that FHU incorporated into this study are conservative and appear to represent worst case scenarios. This is contributing to potential for overstatement of impacts, and the conservative nature of these assumptions should be acknowledged in this section of the report, particularly since the very next sentence indicates that these arguably worst-case-scenario-based numbers were used as the foundation for calculating the impact fee.

There is no discussion elsewhere in this report on how the study results were used to “design and calculate” the recommended fee structure. This study should elaborate in greater detail on how one (study results) was used to inform the other (fee recommendations), either in this introduction section or in Section 6.

## SECTION 2. OIL & GAS ACTIVITY ASSUMPTIONS FOR ADAMS COUNTY

We have no comment on this section of the Study, as it mostly provides high level background information. The critical assumptions that will have a substantive impact on study outcomes are addressed in Section 3.

## SECTION 3. MODELING TRAVEL DEMAND OF OIL & GAS ACTIVITY

- This section of the report generally describes how VISUM modeling was used to estimate changes to traffic volumes on the road network over time, considering both the development phase and production phase Oil & Gas traffic. Absent from the discussion are any details about how non-Oil & Gas traffic was modeled. Evaluating traffic projections from non-Oil & Gas land uses should be done so that any proposed mitigations can be proportioned to determine the actual extent to which oil and gas traffic will benefit from such improvements. If traffic from other land uses was considered by the modeling, then it should also be discussed in this study. If there is a specific rationale for why FHU did not include traffic from other land uses in this study, they should elaborate and justify why this was not done.
- It appears existing traffic count data, and estimated volumes were used as inputs to the model, but there is no discussion of whether the model was calibrated; just that counts were reviewed with County staff for “reasonableness”. Were baseline simulations performed using the existing land uses to verify the model can approximately represent these count data/estimates? This study needs to elaborate on whether calibration of the model was performed.

- There is no discussion of how the model accounts for changes to existing (non-Oil & Gas traffic) traffic over time. This model needs to account for growth from existing traffic and should be used to discriminate how much of the overall change in travel demands will be attributed to Oil & Gas activity, relative to all land uses. The level of documentation provided in Appendix C for the model assumptions does not sufficiently address how any non-Oil & Gas traffic was simulated, or if it was done at all.
- To better understand how VISUM was used, this report should include additional travel demand model documentation, presumably in appendices, that includes:
  - Documentation/tables summarizing the actual VISUM modeling inputs, including details on land use, trip generation and trip distribution for both Oil & Gas and non-Oil & Gas traffic.
  - Summary model input and output tables should be made available for all the existing, future, and incremental/annual modeling scenarios that were run. We estimate there may have been between 25 and 30 model scenarios evaluated.
  - Details on how the model was validated and calibrated to ensure the existing/baseline conditions match or approximate actual data.
  - Copies of the actual VISUM modeling files should also be made available for review/verification purposes.

## SECTION 4. PUBLIC & STAKEHOLDER ENGAGEMENT.

It is not entirely clear why this section was included in the document, as it doesn't have any clear connection to the preceding or subsequent sections. It simply provides a general overview of the engagement process the County undertook up to this point but does not elaborate on what oil and gas operators can expect moving forward. It closes with a list of seven questions that were raised during the preceding efforts but does not specifically answer them. Coupled with the lack of transparency in cost impact evaluation details, we are left to wonder if the resulting fee calculations include efforts to address some of these items. At minimum, please provide comment/answers on each of the seven questions raised in this section so that it is clear what was and was not considered to be included in the scope of this study.

## SECTION 5. OIL AND GAS MITIGATION NEEDS

### Paved Road Analysis (page 32)

The report indicates that the County provided FHU with pavement condition index (PCI) data for all paved roads for which they are responsible for in the study area. Please elaborate on when this data was collected. Were pavement conditions inventoried all at once, or did this data represent a culmination of surveys that were conducted over a series of years? Please also elaborate on how frequently the County updates this analysis as it may impact plans for monitoring/evaluation and calibration of network level impact assumptions due to increase in Oil & Gas truck traffic moving forward.

### HMA Pavement Methodology (pages 32-33)

Overall, this approach is consistent with what we have seen used elsewhere. It basically calculates the structural capacity required to support the anticipated Oil & Gas traffic, then estimates the amount of hot



mix asphalt equivalent is required to meet this capacity. What is not clear from this study/report are the details of this analysis. Specifically, FHU should:

- Provide figures/maps and tables that more specifically convey what the existing SN is for the pavements that were modeled in the FHU network.
- Provide a similar presentation that geographically demonstrates and tabulates the modeled SN deficiency across the same road network, and then
- Provide a map and tabular summary of the amount of HMA equivalent thickness will need to be added to the road network.
- These maps/tables should include sufficient detail to understand the extent of HMA pavement mitigation needed at the road network and study area district levels.

### **Poor Condition Asphalt Methodology (page 33)**

The stated basis for this methodology starts with the premise that “when heavy truck traffic uses an asphalt road with a “Poor” pavement condition rating, it expedites or even immediately warrants the need to reconstruct it”. FHU then assumed any existing paved roads with a PCI rating of “Poor” would automatically require full replacement, and that the said cost of this improvement would need to be borne by the oil and gas activity.

- This is the clearest example of where this Study assigns costs for mitigating pre-existing infrastructure deficiencies solely towards oil and gas. Our understanding of the state law is that this is not allowed.
- The idea that a “Poor” condition rating automatically and arbitrarily triggers need for a full depth reconstruction before additional/future heavy truck traffic can use the road is potentially flawed.
- The roads that currently have a “poor” PCI rating have experienced, and will continue to receive, heavy truck traffic irrespective of oil and gas activity in the county. Absent funds and resources to undertake costly reconstruction efforts, it is common to employ any number of alternative repair and construction methods to improve serviceability.
- To assume that all segments with a PCI rating of poor will automatically require full depth reconstruction is overly conservative, and seemingly contradicts the statement in the introduction paragraph of this section that these mitigation needs “are not meant to prescribe blanket treatments to the network since each road is unique”.
- To also assume that the full cost for improving/reconstructing these roads should be borne solely by industry is also inappropriate considering they are public roads that will be open to use by all industry. At minimum this impact determination methodology should be adjusted to calculate only the proportion of the mitigation from which industry will receive a benefit.
  - A more equitable way to approach it would be to show how many modeled O&G traffic ESALs will be applied to these reconstructed segments. Divide the O&G industry generated ESALs by the resulting/reconstructed road ESALs (e.g., the Design ESAL values provided in Table 10), and multiply that factor by the estimated costs to mitigate these road impacts to arrive at a proportional use percentage of the total road deterioration mitigation costs.

- Do any of these estimates account for increasing the functional road classification, or are they all in-kind reconstruction efforts? This also needs to be clarified.

### **Concrete Pavement Methodology (page 34)**

In concept, it appears FHU applied portions of the same methodology that they used for HMA Pavements. A key differentiator on this method was that it appears to apply a proportional concept to the cost; a step that is lacking in the poor condition pavement methodology. Our comments are similar to those offered on the HMA Pavement Methodology, and pertain to the need for better detail/understanding of how this methodology contributed to the overall costs:

- Provide figures/maps and tables that more specifically convey what the design ESAL capacity is for the concrete pavements that were modeled in their network.
- Provide a similar presentation that geographically illustrates and tabulates the modeled ESALs that will be applied by the O&G traffic across the same road network, and then
- Provide a map and tabular summary showing how many roads and lanes of concrete are anticipated to be impacted.
- These maps/tables should include sufficient detail to understand the extent of concrete pavement mitigation needed at the road network and study area district levels.
- Also, review of Figure 6 indicates there are minimal amounts of concrete paved surfaces in the network; i.e., just a short segment of Buckley Rd in the West District portion of the study area. Please elaborate on how these mitigation needs were factored into the resulting fee; i.e., are concrete mitigation costs included in the fee calculation for the East District as well?

### **Safety Mitigation (page 34)**

This section implies that the only safety mitigation needs envisioned by this study are shoulder widening. It is not clear how many lane miles were ultimately assumed to need this mitigation. We assume the intent is to widen shoulders on road segments identified as having insufficient shoulders on Figure 8, correct? Please clarify if the mitigation also covers added shoulders on existing gravel road segments that may be paved as well (as suggested later in the report). We are trying to reconcile the magnitude of the costs presented in Section 6 for Road Safety needs as they are portrayed as significant. A figure summarizing where these shoulder improvements will be performed over the course of development at the study area and district level, and table that breaks down how many feet-miles of shoulder will be added should be provided.

### **Unpaved Road Analysis (page 35)**

This section of the report generally describes how VISUM modeling was used to estimate changes to traffic volumes on the road network for purposes of determining the need for increased gravel road maintenance, and when these roads need to be paved. The need for understanding how increases in non-oil and gas traffic are modeled, and the relative pace of oilfield development will play a critical role in understanding these volumes, when traffic triggers a need for paving or increased maintenance, and if the future volume is sustainable above the paving threshold. Please clarify how/if non-Oil & Gas traffic was modeled in support of the unpaved road analysis. Similar to our comments on Section 3, to understand how VISUM was used in this regard, this report should include additional travel demand model documentation, presumably in appendices, that includes:



- Documentation/tables summarizing the VISUM modeling inputs, including details on land use, trip generation and trip distribution for both Oil & Gas and non Oil & Gas traffic.
- Summary input and output tables should be made available for all the existing, future, and incremental/annual modeling scenarios that were run.
- Details on how the model was validated and calibrated to ensure the existing/baseline conditions match or approximate actual data.
- Copies of the actual VISUM modeling files should also be made available for review/verification.

### **Estimating Daily Oil & Gas Traffic (pages 35 - 36)**

- The only insight into how FHU modeled the pace of development is their decision to assume it will occur at a pace equivalent to peak development observed in Wattenberg field over the last 4 years. This peak likely coincided to a time when commodity prices were substantially higher than they are currently (i.e., Crude WTI index >\$100/BBL). What was the actual pace of development assumed – the report does not state this? Regardless, this assumption is likely overestimating the pace of development significantly relative to current and foreseeable commodity prices. At minimum, some sort of sensitivity analysis should be done/presented to evaluate how a pace more analogous to the current environment impacts the analysis.
- To provide industry adequate understanding of what the modeling showed, please provide an appendix that details the VISUM model volume input assumptions. The modeling backup should also include details on how non-Oil & Gas traffic was incorporated into the analysis. This appendix should also provide a summary of model outputs over time, clarify how many concurrent well pads were assumed to be under development at any given time, and what their relative proximity to each other was.
- The model assumed all the pads would be developed incrementally over a 10-year period. Please clarify what incrementally means. Was this an average per year, or were the number of pads per year weighted in some manner?
- The temporal analysis should also evaluate what happens to daily traffic volumes once the field is fully developed and production declines, so we can assess whether the 400 VPD threshold for pavement is theoretically even sustainable on these roads once production traffic declines.
- The modeling/analysis included evaluation of annual VPD numbers across the unpaved road network. Please provide tables/figures demonstrating how these VPD numbers changed on an annual basis (i.e., 10 sets of figures/tables) at both the full study scale and the district levels.

### **Maintenance and Rehabilitation Schedule and Costs (page 36)**

- The report indicates these costs were developed to only capture the increase in costs associated with Oil & Gas activity. Please provide a summary of what the existing maintenance schedule costs are for these roads, and how the expected maintenance needs are expected to vary/increase over the 10-year period based on growth projections for non-Oil & Gas traffic. This should be provided for each of the 10-year increments assessed.

- Table 11 suggests that the county currently grades every gravel road at a minimum frequency of once per week. Based on our current understanding, the actual frequency is less than this; i.e., closer to once per month or every other month. Please clarify/elaborate on how this weekly frequency assumption compares to existing practice.
- It appears from Table 11, that FHU has assumed that any incremental increase in daily traffic (e.g., "> 0 VPD") will necessitate weekly grading. Please elaborate on the basis for this and explain how the VPD thresholds listed in Table 11 were used to attribute costs for additional unpaved road maintenance to oil and gas users. This table, coupled with an earlier statement that "no grading costs were attributed to oil and gas", and the lack of detail provided on what was included in the costs makes it impossible to understand how much of the total estimated impact is attributed to increased maintenance and rehabilitation of unpaved roads.

#### Paving of Unpaved Roads (page 36)

- The report indicates that FHU assumed gravel roads would require paving once a 400 VPD volume threshold would be reached. The 2012 Adams County Transportation Plan<sup>1</sup> indicates that *"Gravel roads on which daily traffic volumes reach approximately 500 vehicles per day should be considered for paving to improve the serviceability of the roads and to manage dust from traffic on unpaved roads."* Our understanding is that even the 500 VPD threshold established in the transportation plan is simply a threshold at which the County would *consider* paving, but that it isn't necessarily an automatic trigger for paving. Please explain why 400 VPD was used as the trigger for paving in this study. Per our earlier comment, the modeling should also look at how the daily volume changes once production activity begins to decline.
- Conceivably, and depending on how non-Oil & Gas traffic was modeled, there may be road segments where the >500 VPD was exceeded, whose volumes drop back below the 500 VPD threshold soon after. Given the higher cost of maintaining a paved road relative to gravel, this potentially poses a significantly higher ongoing maintenance cost that isn't warranted by the remaining traffic projections once the oil and gas traffic volume begins to decline.
- Again, the assumed pace of development is a significant factor here as well. Depending on how quickly development occurs and where (from a density perspective), given the extensive number of roads where the current volumes are <100 VPD, it's conceivable that the existing road network can absorb a large percentage of the Oil & Gas traffic volumes before the 500 VPD thresholds are met.
- It appears FHU also assumed shoulder addition with any new paving. Please provide a figure and break down of how many miles of gravel roads were determined to require paving improvements, as well as their existing/final widths, and how many of these roads include shoulder addition as well.
- This section of the report states that "this assumption of paving does not commit the County to pave the unpaved road, but does allow them to recover the cost to pave if needed." Our understanding is that the resulting fee calculation mandates recovering this fee prior to approval for development regardless, not *if needed*. Paving is understandably at the County's discretion; however, this poses an obvious challenge to the attribution of cost impact. Our

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<sup>1</sup> <http://www.adcogov.org/documents/transportation-plan-final-2012>

understanding is that the County is not obligated to refund impact fees that are not used. Consequently, any impact fees assessed should closely adhere to the actual costs that will actually be incurred by the County in remedying impacts caused by oil and gas activity. At minimum this study needs to offer more transparency on how much of the total impact is attributed to paving of gravel roads, and the circumstances (i.e., model inputs/outputs, how far above the paving threshold the predicted VPD results are, and if they remain above over time) that were used to assess which roads may require pavement

## SECTION 6. OIL & GAS ROADWAY IMPACT FEES

This section states the intent is to recover incremental costs associated with Oil & Gas traffic impacts with the understanding that severance and ad valorem tax revenue offsets may lag. In the interest of transparency, we feel this report should include a separate section, similar to what was provided in the City of Thornton Traffic Impact Fee Study<sup>2</sup>, that summarizes the cost recovery mechanisms available to Adams County prior to any discussion of fees. This cost recovery mechanism discussion should also summarize the anticipated tax revenue that will be generated by the Oil and Gas activity that was modeled, as well as the projected amount of future tax revenue that the County expects will be allocated to traffic infrastructure. These revenues will be significant and should be taken into consideration before developing an impact fee structure. Ideally the future revenue estimates should be compared against the anticipated total impact cost, and the proposed impact fee should be structured to meet the actual discrepancy. It should not result in collection of fees in excess of what is required to defray the actual costs that will be incurred.

### Fee Calculation Methodology (page 37) and Calculated Costs (page 38)

Generally, the level of detail offered by this study to demonstrate how these impact fees were quantified is insufficient. As noted in earlier comments, there appears to be six different impacts that have been quantified, yet these are all lumped into one of two categories – Road Deterioration Costs and Road Safety Costs – and there is no clear distinction on how these were allocated to either the development or production phase impact costs. At minimum, this report should include a detailed accounting of how much of these fees are attributed to the following fee elements:

- Costs derived from the Hot Mix Asphalt Methodology. What is the total amount of HMA equivalent overlay material assumed, and how much of this is included in the fees for each district and phase of development?
- Costs derived from the Poor Condition Asphalt Methodology. A breakdown of the total mileage and classification for roads assumed to require reconstruction should be provided. How much are the costs for this mitigation, and how does it translate into the proposed fee structure for each district and phase of development?
- Costs derived from the Concrete Pavement Methodology. What is the total cost for concrete pavement mitigation, and how much of this is included in the fees for each district and phase of development?

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<sup>2</sup> [https://www.cityofthornton.net/government/city-council/Documents/072616\\_Council\\_Update\\_Packet.pdf](https://www.cityofthornton.net/government/city-council/Documents/072616_Council_Update_Packet.pdf)

- Costs associated with added gravel road maintenance. How much of these fees are attributable to the desire to mitigate gravel road maintenance needs, and how do they vary across each district and phase of development?
- Costs associated with Paving of Unpaved Roads. How much of these fees are attributable to the desire to pave gravel roads, and how do they vary across each district and phase of development? Similarly, it appears FHU assumed this mitigation would be accompanied by shoulder improvements. That being the case, were these paving costs allocated proportionally across the Road Deterioration and Safety Mitigation fee categories?
- Costs associated with Safety Mitigation. These costs are significant, and our understanding that they are solely based on shoulder improvements. Assuming an average shoulder addition of 3 feet (4-foot new shoulder, coupled with removal of one foot), the total costs for Safety Impact Costs presented Tables 12 and 13 suggest the addition of shoulder to approximately 332 lane miles of road, significantly higher than what was presented on Figure 8. A clearer accounting of how many roads (lane miles) require shoulder mitigation, and the required shoulder widths are needed at minimum. Please also clarify how these costs were allocated to either the development or production phase, and how these needs vary across the two districts.

### Fee Calculation (Page 38)

This report needs to provide additional explanation as to how the proposed fee structure presented in Table 15 was developed, specifically how it was derived from the calculated impact costs provided in Tables 12 and 13. These fee scenarios (Table 15) were derived from the calculated options presented in Table 14, but it is not clear how the Table 14 options were derived from the work that was done to support Tables 12 and 13. As proposed the fee structure appears to be designed to recover significantly more money than what is required to cover the calculated costs. For example, our calculation of fees using the structure presented in Table 15 for a typical 12-Well pad results in significantly higher costs than what was presented in Tables 12 and 13. See example below.

**Example of a 12-Well Pad Fee Comparison**

Pipeline Scenario						
Fresh Water Pipeline	Produced Water Pipeline	Product Pipeline	West	East	West	East
Per Pad Fees					Resulting 12-Well Fees for Each Scenario	
n/a	n/a	n/a	\$1,603	\$4,047		
Per Well Fees						
-	-	-	\$45,175	\$65,121	\$543,703	\$785,499
X	-	-	\$43,068	\$64,415	\$518,419	\$777,027
-	-	X	\$29,051	\$48,994	\$350,215	\$591,975
-	X	-	\$27,576	\$48,921	\$332,515	\$591,099
X	-	X	\$26,994	\$48,288	\$325,531	\$583,503
X	X	-	\$25,469	\$50,603	\$307,231	\$611,283
-	X	X	\$11,452	\$32,793	\$139,027	\$397,563
X	X	X	\$9,345	\$32,088	\$113,743	\$389,103

<b>Table 15 Fee Schedule Averages:</b>	<b>\$328,798</b>	<b>\$590,882</b>
<b>Table 12 Impact Averages (wi/o pipelines):</b>	<b>\$198,605</b>	<b>\$442,734</b>
<b>Table 13 Impact Averages (wi/ pipelines):</b>	<b>\$110,104</b>	<b>\$416,519</b>

The resulting 12-Well Pad impact fees for all but the last two pipeline scenarios significantly exceed the calculated impact costs for a 12-Well Pad that were presented in Tables 12 and 13. Please detail the assumptions that were used to model out how these impact fees will ultimately match the calculated impact costs. This explanation should also a summary of the impact fees the County assumes will be recovered for each of the pipeline scenarios.

#### **Appendix D Mitigation Unit Cost Summary**

These unit costs are not particularly helpful absent a more detailed cost estimate that tabulates the quantity assumptions. Quantity assumptions were not provided anywhere else in this document. Please provide the quantities assumed for each of these unit costs with sufficient detail that we can understand how they were factored into determining the various mitigation needs. This should also include a breakdown of lane mileage/footages involved relative to each district and road type/classification, as well as time/frequency inputs that were used for the recurring maintenance items.



## STUDY SESSION AGENDA ITEM

<b>DATE:</b> April 17, 2018
<b>SUBJECT:</b> Oil and Gas Traffic Impact Fee Study Update
<b>FROM:</b> Kristin Sullivan, Director of Community and Economic Development
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>ATTENDEES:</b> Kristin Sullivan, Jeff Maxwell, Doug Clark, Ben Dahlman, Nana Appiah, Jen Rutter, Rene Veldez, Christne Dougherty, Christine Francescani, Consultant (Felsburg, Holt & Ullevig)
<b>PURPOSE OF ITEM:</b> To provide a status update of the Oil and Gas traffic impact fee study
<b>STAFF RECOMMENDATION:</b> Proceed to schedule the recommended fees for adoption

### **BACKGROUND:**

On November 14, 2017, at a study session of the Board of County Commissioners, staff presented preliminary results of the County's on-going oil and gas traffic impact study. Staff also requested that the BoCC allow posting of the study results on the County's website for sixty days to allow public review and solicit responses.

On December 7, 2017, staff posted the results of the study on the County's website and informed various stakeholders and resident groups. The results were posted for sixty days, from December 19, 2017 to February, 19, 2018. On February 19, 2018, staff obtained detailed review comments on the results of the study from resident groups, the Colorado Oil and Gas Association (COGA) with assistance from the Arcadis Consulting Group, and the Colorado Petroleum Council. The resident groups expressed support for the study and fees. The comments provided by those from the oil and gas industry expressed certain concerns. These concerns are summarized and included in the report below:

- Assertion of disproportional share of the cost of impact from oil and gas traffic in comparison to cost of impacts from general developments. In addition, the estimated fees seem to cover the cost of road improvements beyond those required to defray direct impacts from oil and gas activities.
- Request to use the same cost methodology of adding asphalt overlay for roads in poor condition rather than assuming reconstruction.
- Request to eliminate any cost associated with multimodal safety enhancements (the addition of shoulders) on roads as a result of estimated impacts from oil and gas traffic activities.

- Recommendation to delay adoption of oil and gas traffic impact fees until the County completes the study and review of current general traffic impact fees.
- Assertion of inadequate detailed information of variables and data input used to generate the fee results.
- Assertion of insufficient data and assumptions used in generating the fee results, and a claim that the assumptions used in the study seem to only consider worst case scenarios of impacts from oil and gas traffic.
- The County's usage of a 400 vehicles per day (VPD) threshold to trigger the paving of unpaved roads is inconsistent with the County's adopted policy of requiring such improvements when the VPD exceeds 500.
- Request to provide information on detailed data that the County provided to Felsburg Holt & Ullevig (FHU) for the study, including pavement condition index (PCI) values for the roadway network.
- Recommendation for the County to include information on other revenues that the County obtains from the oil and gas industry, as well as use part of those revenues to offset the cost of impact from oil and gas activities.
- Request to provide detailed output of the study results and various modeling alternatives considered prior to generating the final fees as part of the overall report. Also, provide opportunity for additional public input.

Staff and the Consultant (FHU) reviewed these comments, as well as a re-review of the study results. After this thorough review, staff determined that the purpose of the study had always been to specifically identify impact of oil and gas traffic on the County's road network and that the study does not disproportionately allocate impacts and costs to oil and gas activities in the County. Currently, except for oil and gas activities, there are specific traffic impact fees collected for all developments in the County. Therefore, pursuing a study to identify specific impacts of oil and gas activities on the County's road network and associated fees to defray such impacts aligns with traffic impact fees collected from all developments in the County. In addition, the County requires improvements on roads whenever a proposed development creates a need to upgrade an existing road to a certain level of service that is necessary to accommodate impacts from such development. Assessment of the specific cost for such improvements aligns with the state requirements for obtaining fees to defray the cost of impacts whenever a proposed development creates a need for such an upgrade.

Regarding the request to use the same cost methodology of adding asphalt overlay for roads in poor condition rather than assuming reconstruction, the County requires that roads in poor condition be brought up to County standards to accommodate the industry's needs, requiring reconstruction. In many cases reconstruction is less expensive than additional overlays that would be needed for the oil and gas industry use of roads in poor condition.

On the request to eliminate cost associated with construction of multimodal safety enhancements (i.e. the addition of shoulders on existing paved roads), it is Staff's recommendation that those improvements are required due to the intensity of usage and safety associated with truck traffic from the oil and gas activities. Such required improvements are similar to any other road improvements that the County requires from developments that create a need for road improvements. In addition, these improvements and associated cost were considered for only roads estimated to be used by oil and gas activity and are designated as a bike route in the County's 2012 transportation plan. Furthermore, Staff is recommending a change to the study methodology so that these types of improvements are only accounted for if oil and gas traffic

triggers the need in the production phase of a well's life when the safety concerns associated with industry traffic are more long-term than the shorter development phase.

Regarding the request to delay adoption of fees specifically for oil and gas traffic until the County completes the current study for general traffic impact fees, the results of the study of the general traffic impact fee will unlikely change the estimated impacts and associated costs of oil and gas activities. The assessment is for the impact of each type of development, as each impact is independent of other development activities. This is also due to the inability to regulate timing of specific developments on the County's road network. Therefore, the assessment of impacts and associated fees are assigned to specific developments. In addition, the County, in certain instances, requires specific roadway improvements. These improvements are constructed in addition to the traffic impact fees collected to defray the cost of impacts of a proposed development. Such improvements are generally directly associated with a specific development identified with a traffic study.

For the request for all data and variables used to generate the results and fees and assertion of inadequate information in the report regarding how the model was used to generate the fees, Appendix C and D of the report show a summary description of the input and model assumptions underlying the study. A majority of the variables were based on average estimates. Using average estimates provides the best option and captures the mean of average of impacts. This creates a fair prediction of the cost of impacts associated with the oil and gas traffic. In addition, the County's development standards currently allow an alternative fees study to be submitted whenever an operator or a development determines that the County's traffic impact fees exceed the cost of fair assessment of the specific impacts from that development proposal. The data and variables used for the model were also information obtained from the State database, as well as field data collected directly by the County's Public Works Department and the oil and gas inspection team. Furthermore, Staff found that the level of detail provided regarding the results of the study are sufficient for the level of detailed required to demonstrate the process to establish the fee. However, the report has been updated to provide additional details regarding the estimated costs by listing the calculated costs by improvement category. See Exhibit 1 of this report.

On the assertion of unfair assignment of impacts required as a result of using 400 VPD as a basis for improvements, instead of 500 VPD as used by the County in other processes, staff initially considered using 400 VPD because of the intensity of impacts of large trucks and their Equivalent Single Axle Load (ESAL) associated with oil and gas activities. However, after further review and discussions, staff determined that using same standard of 500 VPD to require paving of an unpaved road is appropriate and creates consistency with the general adopted policy of using 500 VPD in other processes. Therefore, staff has revised the fee results to show the change. Revision from this change has resulted in reduction of a certain section of the initial fees provided in the report. See Exhibit 1 of this report. The reduction in fees is shown in red text in Exhibit 1 of this report.

Another change to the report and fees is a modification to remove multimodal safety road improvements from the oil and gas development phase and instead assessing these needs in only the production phase. The revised fee excludes requiring these improvements during the development phase because this stage is projected to be temporary and may not create ongoing safety concerns. Whereas if these needs are identified in the production phase, the need persists for a longer period of time. This adjustment has resulted in substantial reduction in the initial fees, with the substantial changes mostly occurring with those activities that utilize pipelines to



transport freshwater, produced water, and associated products. See Exhibit 1 for the revised fee results.

The reports do not show other revenue collected from oil and gas activities because it is not essential for the purpose of the study and report. The intent of the report is to identify impact of oil and gas activities on the County's road infrastructure and estimate the associated fees to defray the cost. Similar to all other traffic impact fees currently collected from all developments in the County that also pay property taxes, the purpose of the study is to identify direct impact and cost of oil and gas activities which is similar to those impact fees collected from all developments. In addition, information on revenue and associated allocation can be obtained from the County by any interested residents. Staff posted the results on the County's website for sixty days to solicit public input. This was in addition to the three public meetings held during formulation and completion of the study, and believe there were extensive public input process for the study.

### **STAFF RECOMMENDATION:**

As described above, based on feedback received and additional review of the draft study, two methodology changes are recommended, both of which will result in reduced calculated maximum fees:

- Rather than using the 400 VPD gravel road paving threshold initially proposed, Staff is recommending a 500 VPD threshold to require paving of an unpaved road to create consistency with the general adopted policy of using 500 VPD in other processes. Revision from this change has resulted in reduction of a certain section of the initial fees provided in the report. The recalculated fees as a result of this change and the reduction in fees compared to the draft report are shown in red text in Exhibit 1 of this report.
- The revised fee requires safety (i.e. addition of shoulders) improvements on roads designated as bike routes that are used by the industry during the production phase. The requirement has been excluded for roads only projected to be used during the development phase when the impact would be short-term. This adjustment has resulted in substantial reduction in the initial fees, with the most substantial changes occurring with those activities that utilize pipelines to transport freshwater, produced water, and associated products. See Exhibit 1 for the revised fees..

In addition to incorporating the two changes described above and minor editorial and formatting changes, two notable edits are being corrected in the final report:

- A correction has been made to Tables 12 and 13 to label the Production Phase costs as annual costs rather than the mistaken label as 10-year costs, and has correctly calculated the Total Costs by multiplying the annual production costs by 10. With this correction, the average cost per 12-well pad aligns with the calculated fees. See Exhibit 1, table ?
- The report has been updated to provide additional detail regarding the estimated costs by listing the calculated costs by improvement category. See Exhibit 1, table

In summary, the recent comments and feedback received from the public have been useful in refining some of the study results and making final adjustment to the fees. Additional information also received during the three public meetings held prior to completion of the study

was also incorporated into results of the study. It is staff's determination that the thorough re-review of the fees and adjustments as result of recent public comments reflects the true estimated cost of impact of oil and gas activities on the County's road network, and therefore recommend to proceed to adopt the revised fees.

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

County Manager's Office  
Public Works Department  
County Attorney's Office

**ATTACHED DOCUMENTS:**

Exhibit 1- Revise Fees, Updated Cost and Tables  
Exhibit 2- Presentation  
Exhibit 3- Draft Report (December, 2017)

**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:			
<b>Total Revenues:</b>			

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:****APPROVAL SIGNATURES:****APPROVAL OF FISCAL IMPACT:**

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Raymond H. Gonzales, County Manager

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Budget / Finance

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Bryan Ostler, Deputy County Manager

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Patti Duncan, Deputy County Manager

# MEMO



To:

Ryan Seastrom  
Colorado Oil & Gas Association

Copies:

COGA Operator Road Impacts  
Working Group

Arcadis U.S., Inc.

630 Plaza Drive

Suite 100

Highlands Ranch

Colorado 80129

Tel 720 344 3500

Fax 720 344 3535

From:

Bill Zahniser, P.E.

Date:

June 11, 2018

Arcadis Project No.:

N.A.

Subject:

Supplemental Comments on the April 2018 Version of the Adams County  
Oil & Gas Traffic Impact Fee Study

Arcadis U.S., Inc. (Arcadis) previously provided the Colorado Oil & Gas Association's (COGA's), Operator Road Impact Working Group with our initial evaluation and comments on the Adams County Oil & Gas Traffic Impact Study that was originally issued for comment in December 2017. The county took these comments under advisement prior to their issuing a revised study in April 2018. Arcadis subsequently participated in a meeting with COGA, several Operator companies, and County staff on May 30, 2018 to review and discuss some of the remaining concerns that we, and industry, still have with the revised study. As discussed during the meeting, the County has requested we provide written comments related to what our remaining concerns with the study may be. To help facilitate this process, the County also provided a copy of their working internal notes detailing their preliminary response to our February comments that were prepared by staff and their consultant, Felsburg Holt & Ullevig (FHU).

After reviewing these preliminary responses, and considering our discussion with Staff on May 30, 2018, it is apparent that we are unlikely to resolve some of the legal concerns that industry has with the study. That being the case, we feel it is more productive currently to focus these supplemental comments on the most substantive technical concerns we have with the revised study, including:

- The use of an overly conservative assumption for the Resilient Modulus value ( $M_R = 3,500$  psi) in the equations that were used to calculate the required overlay thickness in their Asphalt Overlay method.
- The apparent discrepancy between the estimated number of trips that were used to model the Structural Number deficiency ( $SN_{\text{Deficiency}}$ ) and the resulting allocation of impact costs for the Asphalt Overlay method in the impact estimates.

We will also use this opportunity to provide the County with Operator feedback on the anticipated amount of ad valorem tax revenue that Operators estimate will be collected to support the County's Road and Bridge fund.

## TECHNICAL ISSUE NO. 1: THE STUDY'S USE OF A CONSERVATIVELY LOW RESILIENT MODULUS ASSUMPTION IN THE ASPHALT OVERLAY METHOD

Following our meeting with Staff on May 30, 2018, Arcadis further evaluated the technical assumptions associated with FHU's Asphalt Overlay method. Recall, our previous comments offered general agreement that this methodology was likely a fair and proportional way of evaluating the anticipated impact of industry traffic on the County's paved infrastructure. After further review, we maintain that in concept, and as described on pages 33-34 of the study, this methodology is appropriate. That said, it appears that one of the key assumptions used in the 1993 AASHTO Guide equation is overly conservative. According to Table 10 on page 34, FHU used a Resilient Modulus ( $M_R$ ) value of 3,500 psi to represent the assumed stiffness/strength of the subgrade material beneath their existing asphalt paved roads. Below is a table summarizing typical  $M_R$  values based on soil types developed by the Federal Highway Administration (FHWA), that is readily available online<sup>1</sup>.

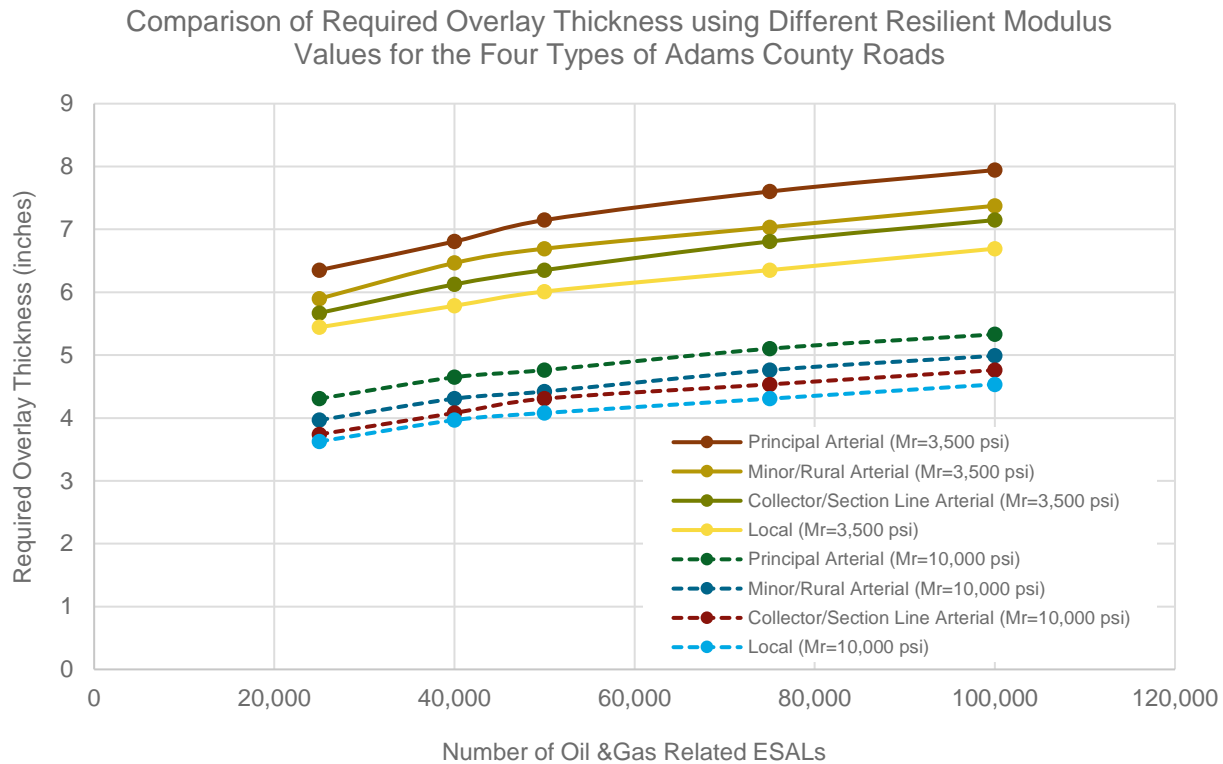
Default $M_R$ values for unbound granular and subgrade materials at unsoaked optimum moisture content and density conditions (NCHRP 1-37A, 2004).		
Material Classification	$M_R$ Range (psi)*	Typical $M_R$ (psi)*
AASHTO Soil Class		
A-1-a	38,500 - 42,000	40,000
A-1-b	35,500 - 40,000	38,000
A-2-4	28,000 - 37,500	32,000
A-2-5	24,000 - 33,000	28,000
A-2-6	21,500 - 31,000	26,000
A-2-7	21,500 - 28,000	24,000
A-3	24,500 - 35,500	29,000
A-4	21,500 - 29,000	24,000
A-5	17,000 - 25,500	20,000
A-6	13,500 - 24,000	17,000
A-7-5	8,000 - 17,500	12,000
A-7-6	5,000 - 13,500	8,000
USCS Soil Class		
GW	39,500 - 42,000	41,000
GP	35,500 - 40,000	38,000
GM	33,000 - 42,000	38,500
GC	24,000 - 37,500	31,000
GW-GM	35,500 - 40,500	38,500
GP-GM	31,000 - 40,000	36,000
GW-GC	28,000 - 40,000	34,500

<sup>1</sup> <https://www.fhwa.dot.gov/engineering/geotech/pubs/05037/05b.cfm>

Default $M_R$ values for unbound granular and subgrade materials at unsoaked optimum moisture content and density conditions (NCHRP 1-37A, 2004).		
Material Classification	$M_R$ Range (psi)*	Typical $M_R$ (psi)*
GP-GC	28,000 - 39,000	34,000
SW	28,000 - 37,500	32,000
SP	24,000 - 33,000	28,000
SM	28,000 - 37,500	32,000
SC	21,500 - 28,000	24,000
SW-SM	24,000 - 33,000	28,000
SP-SM	24,000 - 33,000	28,000
SW-SC	21,500 - 31,000	25,500
SP-SC	21,500 - 31,000	25,500
ML	17,000 - 25,500	20,000
CL	13,500 - 24,000	17,000
MH	8,000 - 17,500	11,500
CH	5,000 - 13,500	8,000

Notably, the typical  $M_R$  values for even the highest plasticity soil types are more than double the value that was used by FHU ( $M_R = 3,500$  psi). Based on the typical soil types encountered in the County, as well as the expectation there was likely some sort of subgrade preparation performed on the existing road network when they were originally built, Arcadis believes the  $M_R$  value that was used by FHU in support of the Asphalt Overlay method was too low. For comparison, we just recently completed a project in Arapahoe County where Nondestructive Testing with a Falling Weight Deflectometer was used to estimate the existing  $M_R$  values for approximately 25 miles of poor condition roads within the City of Aurora. The roads in question were analogous to what we would expect to find in Adams County, and the test results determined  $M_R$  values ranged from approximately 7,500 to 16,000 psi. Considering this method was applied to existing paved roads that had Pavement Condition Index (PCI) values greater than 40, we would anticipate the existing  $M_R$  for these roads to be much higher than 3,500 psi. Please elaborate on the decision and rationale to use what appears to be an extremely low  $M_R$  value in the 1993 AASHTO Guide equation for the  $M_R$  input.

To help illustrate why we anticipate this assumption would make a substantive impact on the resulting impact estimates, Arcadis generated a chart that illustrates what the difference would be if a more realistic  $M_R$  value of 10,000 psi was assumed (arguably still a conservatively low value). The following chart compares the required overlay thickness for the four unique road classifications that were included in Table 10 of the Study (page 34), as a function of the anticipated number of ESALs that could be applied by industry traffic to individual road segments.



For the range of anticipated ESALs that were input into the 1993 AASHTO equation, the required overlay thickness (i.e., the  $SN_{\text{Deficiency}}$  divided by the standard deviation value of 0.44) using the  $M_R$  value of 3,500 psi is between approximately 5.5 and 8 inches. Under the same loading scenario, but using a  $M_R$  value of 10,000 psi, the required overlay thickness ranges from approximately 3.5 to 5.5 inches. It is apparent from this analysis that use of a conservatively low  $M_R$  value could be overestimating the required overlay needs significantly; potentially by more than roughly 50%.

To further illustrate the point, if we take the total cost provided in Table 12 of the study (page 39) for the Asphalt Overlay Method (\$15,225,200 + \$85,776,000 = \$101,001,200), and assume an average overlay thickness of 6 inches is applied, at a cost of \$85/ton, with an average HMA density of 145 pounds per cubic foot, then we estimate that the \$101,001,200 would be effectively able to improve approximately 517 lane (12 foot wide lanes) miles of pavement. No tables or figures were provided in the study to help illustrate how many ESALs would be applied to which types of roads, and we cannot locate any inventory data to readily understand how many miles of HMA pavement the county actually has (or how many miles of each road classification for that matter), but 517 lane miles of a 6-inch average overlay appears to be excessive. This leads us to believe that the estimated overlay thickness requirements prepared by FHU, likely averaged much more than 6 inches. It is difficult to reconcile whether this would be appropriate absent the benefit of seeing model results that illustrate what the cumulative ESAL loading is modeled to be across the existing HMA pavement inventory. Below is a table Arcadis also prepared that summarizes the anticipated cost per lane mile for a range of overlay thickness values, that also attempts to back calculate the potential lane mileage that could be overlain using the total impact costs that were estimated by FHU in Table 12 of the study.

Required Overlay Thickness	Standard Deviation	SN <sub>deficiency</sub>	Overlay Costs (\$/ton)	Overlay Volume (ft <sup>3</sup> per Lane Mile)	HMA Overlay Density (lbs/ft <sup>3</sup> )	Cost per 12-ft wide Lane Mile	Combined Asphalt Overlay Costs (from Study Table 12)	Equivalent Lane Miles of Overlay
2.0	0.44	0.88	85	10,560	145	\$65,076	\$101,001,200	1,552
2.5	0.44	1.10	85	13,200	145	\$81,345	\$101,001,200	1,242
3.0	0.44	1.32	85	15,840	145	\$97,614	\$101,001,200	1,035
3.5	0.44	1.54	85	18,480	145	\$113,883	\$101,001,200	887
4.0	0.44	1.76	85	21,120	145	\$130,152	\$101,001,200	776
4.5	0.44	1.98	85	23,760	145	\$146,421	\$101,001,200	690
5.0	0.44	2.20	85	26,400	145	\$162,690	\$101,001,200	621
5.5	0.44	2.42	85	29,040	145	\$178,959	\$101,001,200	564
6.0	0.44	2.64	85	31,680	145	\$195,228	\$101,001,200	517
6.5	0.44	2.86	85	34,320	145	\$211,497	\$101,001,200	478
7.0	0.44	3.08	85	36,960	145	\$227,766	\$101,001,200	443
7.5	0.44	3.30	85	39,600	145	\$244,035	\$101,001,200	414
8.0	0.44	3.52	85	42,240	145	\$260,304	\$101,001,200	388

In addition to elaborating on why the low MR assumption was used, we maintain it would also be beneficial to share information on the specifics of the required overlay thickness extents and thickness. While a figure may prove difficult to produce, a table that summarizes the County road inventory by district along with a calculated extent of roads that were subject to this methodology, and the average overlay thickness needed for the worst case, no pipeline scenario, may be easier to provide. An example of what we would find helpful is provided below.

Classification	Total Lane Mileage of Road Type in the County		Lane Mileage Subject to Asphalt Overlay Method		Average Overlay Thickness Required	
	West District	East District	West District	East District	West District	East District
Principal Arterial						
Minor Arterial						
Rural Arterial						
Collector						
Section Line Arterial						
Local						

On a related note, could the County please confirm that this method did not get applied to those segments of roadway that were subject to reaches of road that are mitigated by methods that will effectively create new or reconstructed road pavements. Similarly, can you confirm the required overlay thickness is not also being applied to newly constructed shoulder widths (i.e., the potentially 136 lane miles of 6-foot wide shoulders). The dimensions associated with the Paving of Gravel Roads, Poor Road Reconstruction, and Shoulder Additions – all of which effectively add new capacity to the road network – should be excluded from HMA Asphalt Overlay methodology.

## TECHNICAL ISSUE NO. 2: THE APPARENT DISCREPANCY BETWEEN TRIPS AND ESTIMATED IMPACT COSTS

In response to our previous comments, FHU included a detailed break-down of costs associated with each impact evaluation methodology. Arcadis spent some time reviewing the relative magnitude of these individual method costs, including how they vary for the different pipeline scenarios. As discussed in our May 30, 2018 meeting, there appears to be a discrepancy between the anticipated trip traffic associated with each scenario and the resulting impacts associated with the Asphalt Overlay method. At minimum there needs to be some re-examination, clarification, and possibly changes to the Asphalt Overlay



Method. We anticipate these changes may need to be in addition to edits associated with using a more representative  $M_R$  value that was discussed above.

The Asphalt Overlay Method appears to be directly related to the amount of loading that will be applied to County roads by industry traffic. That being the case, the estimated Asphalt Overlay impact costs for each of the pipeline scenarios should correlate to the volume of traffic associated with each scenario. The below table summarizes the truck trip assumptions that FHU provided in Table 5 of the Study, and compares these trip values to the reported costs for the Asphalt Overlay Method (presented in Tables 12 and 13), as well as the corresponding well fee breakdown for each scenario that was provided in Table 14 of the Study.

Pipeline Scenario			Trip Distribution (from Table 5)			Asphalt Overlay Method Costs (from Tables 12 and 13)			Corresponding Well Fees (from Table 14)		
Fresh Water Pipeline	Produced Water Pipeline	Product Pipeline	Development Phase	Production Phase	D:P Ratio	Development Phase	Production Phase	D:P Ratio	Well Fee (D)	Well Fee (P)	Well Fee (D:P) Ratio
			24,359	8,760	2.8	\$15,225,200	\$85,776,000	0.2	\$7,107	\$24,156	0.3
X			11,387	8,760	1.3	Not Provided/Available			\$5,702	\$24,156	0.2
	X		18,911	6,876	2.8				\$7,107	\$11,883	0.6
X	X		5,939	6,876	0.9				\$5,702	\$12,364	0.5
		X	24,359	6,264	3.9				\$5,702	\$11,883	0.5
X		X	11,387	6,264	1.8				\$4,296	\$12,364	0.3
	X	X	18,911	4,380	4.3				\$5,702	\$91	62.7
X	X	X	5,939	4,380	1.4	\$6,455,100	\$173,000	37.3	\$4,296	\$91	47.2

Comparison of the resulting costs for the Asphalt Overlay method, reveals that these are not aligned at all with the FHU expectations on the anticipated number of trips that will be associated with traffic. The Asphalt Overlay Method is tied directly to the number of trips and doesn't have any associated thresholds or triggers involved; meaning it should be proportionally weighted across the different scenarios. A couple of observations on this table:

- The number of trips is greatest during the development phase for all the different scenarios.
- For the no pipeline scenario, the number of development trips are 2.8 times greater than the production phase trips, yet the corresponding Asphalt Overlay costs for the production phase traffic is 5.6 times greater than the development phase costs.
- For the full pipeline scenario, the number of development trips are 1.4 times greater than the production phase trips, yet the corresponding costs for the development phase traffic is 37.3 times greater than the production phase costs.
- The total combined trips for an average facility in the no pipeline scenario ( $24,359 + 8,760 = 33,119$  trips) is only approximately 3.2 times the average number of trips for a full pipeline facility ( $5,939 + 4,380 = 10,319$  trips); yet the combined asphalt overlay costs for the no pipeline scenario (\$101,001,200) is approximately 15 times greater than the costs associated with the full pipeline scenario (\$6,628,100)
- The relative breakdown of development versus production phase well fees (taken from Table 14) for all eight pipeline scenarios suggests that the production phase impact costs are 2 to 5 times greater than the development phase impacts for most scenarios. The Table 14 costs are factoring in costs

from methods that include volume-based triggers; nonetheless, knowing that that the asphalt overlay method is by far the largest cost driver, we would expect these to also be more reasonably correlated to the number of trips associated with development and production.

- In short, we have a hard time reconciling why the development to production phase cost ratios appear to be completely disconnected from the trip numbers in the study finding summary tables (Tables 12 through 14)

Please elaborate on why it is that the Asphalt Overlay Costs for the two end-point scenarios (i.e., the Table 12 and 13 costs) do not appear to have any direct correlation to the number of trips associated with these endpoints. Please also elaborate on why the relative development and production phase well fees in Table 14 also do not reasonably adhere to the trip numbers ratios that were used for this Study.

## TAX REVENUE CONSIDERATIONS

We previously commented that it would be beneficial to also include discussion of the anticipated amount of tax revenue that the County will collect from Oil and Gas Development, including an estimate of how much of the tax revenue will be directed into the County's road and bridge fund. After reviewing the preliminary responses to comments that were prepared by FHU and Staff, it appears that the County agrees this would be helpful information to know. The sources of revenue from this industry will include taxes associated with sales tax, severance taxes, and ad valorem property taxes. Of these revenue sources, the property tax revenue is the most significant. Only a portion of the taxes paid are specifically designated for use on bridges and roads; the amount of which is based on the County's mill levy schedule and budgeting. To help provide some perspective on what these revenues may be, we solicited input from tax experts from one of the Operators<sup>2</sup> actively producing from facilities in the County to summarize how much of the sales and ad valorem property tax revenue they anticipate paying to the County will be allocated into the road and bridge fund. In summary:

- We estimated the total ad valorem tax paid over the life of an average Horizontal Well, drilled with a 2-mile-long lateral, in Adams County (with a relatively conservative pricing assumption of \$54.86 for a barrel of oil) to be \$471,258, based on the County's current 2018 base mill levy rate of 26.779.
- Given the nature of production rates (i.e., high initial production rates that decline asymptotically over time), we anticipate approximately 80% of these ad valorem taxes will be collected in the first 3 to 4 years of production.
- Of the estimated \$471,258 paid to Adams County general fund, approximately \$22,750 (4.83%) is earmarked specifically for the road and bridge fund.
- For a 12-well facility, this would translate to a total of \$273,000 over the life of the facility; 80% of which, or \$218,400, would be collected in the first 3-4 years of production.
- If we extend this further, and assume a total of 300, 12-well facilities will be constructed, this level of development will ultimately provide \$81,900,000 to the County's Road and Bridge fund; 80% of which, or \$65,520,000, would be collected in the first 3-4 years of production.

---

<sup>2</sup> Source: Blake Hill, Director of Tax and Finance; Extraction Oil & Gas, Inc.

## MEMO

The following table provides a breakdown of the anticipated ad valorem taxes the County can expect if a total of 300 twelve-well facilities are developed in the County, and produced at an average oil price of \$54.86/BBL.

	Oil Pricing	Base Mill Levy Rate	% Allocated to Road & Bridge Fund	Total Amount of Ad Valorem Tax Collected		Amount Allocated to Road and Bridge Fund	
				Full Production Lifecycle	Initial 3-4 Years of Production	Full Production Lifecycle	Initial 3-4 Years of Production
Single Well (HZ, 2-mile lateral)	\$54.86/BBL	26.779	4.83%	\$471,258	\$377,006	\$22,750	\$18,200.0
For a Typical 12-Well Facility				\$5,655,096	\$4,524,077	\$273,000	\$218,400
For 300 Typical Facilities				\$1,696,528,800	\$1,357,223,040	\$81,900,000	\$65,520,000

Worst-Case Study Impact Costs (from Table 12 of the Study, pg 39): \$141,457,300

Potential shortfall (based on current worst case costs): \$59,557,300

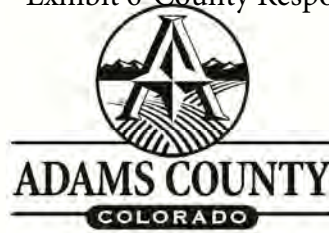
Avg Cost per 12-well pad required to fill shortfall: \$198,524

Avg Cost per well required to fill shortfall: \$16,472

If we compare the anticipated amount of revenue that will be designated to the road and bridge fund to the worst-case scenario costs anticipated by the study (i.e., the no pipeline scenario estimates presented in Table 12, pg 39 of the Study), you can see the projected shortfall, or amount needed to offset industry impacts, is closer to \$198,542 per facility (\$16,472 per well).

Notably, this comparison is based on the study in its current form. We assume that if the technical issues raised earlier in the memorandum are addressed, that the worst-case study costs will likely be reduced by perhaps as much as \$50M (i.e., if the Asphalt Overlay Method is currently overstated by as much as 50%, see Technical Issue No. 1, above). Depending on how much the Asphalt Overlay method costs are reduced, and whether other items we have commented on previously (i.e., whether the Poor Construction Road and Addition of Shoulders were made to be proportional in some manner, and hence reduced), it is conceivable that the amount of ad valorem taxes collected and allocated into the road and bridge fund would actually be more than adequate to offset the anticipated impact of Oil and Gas development.

Community & Economic  
Development Department  
www.adcogov.org



4430 South Adams County Parkway  
1st Floor, Suite W2000B  
Brighton, CO 80601-8218  
PHONE 720.523.6800  
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To: Ryan Seastrom, Colorado Oil and Gas Association

From: Nana Appiah, Development Services Manager

CC: Kristin Sullivan, Director, Community and Economic Development Department  
Jeff Maxwell, Director, Public Works Department  
Ben Dahlman, Finance Director  
Doug Clark, Deputy Director, Community and Economic Development Department  
Jen Rutter, Environmental Manager, Community and Economic Development Dept  
Rene Valdez, Infrastructure Manager, Public Works Department  
Jeremy Reichert, Operations Manager, Public Works Department  
Matt Emmens, Senior Engineer, Community and Economic Development Department

Date: June 14, 2018

**Re: Responses to ARCADIS Comments on the April 2018 Version of the Adams County Oil and Gas Traffic Impact Fee Study**

---

Adams County Staff and the hired consultant Felsburg, Holt & Ullevig (FHU) have reviewed your organization's comments and responses to the County's Oil and Gas Traffic Impact Study and provided responses to below:

**1. Response to Technical Issue No. 1: The study's use of conservatively low resilient modulus assumption in the asphalt overlay method:**

***Resilient Modulus***

The County contains a wide variety of soils with varying levels of resilient modulus ( $M_R$ ). Because of this variance, and the scale which the study encompasses, the County must be cautious in assuming a  $M_R$  value since the exact soil for every segment of road cannot be known. The specific  $M_R$  value of 3,500 psi was used in the study because it is the historical average of the various types of soils the County has encountered.

***Data Requests & Clarifications***

The County believes adequate data was provided in the report to demonstrate the process and utilized to develop the fee table. The following statements address the points of clarification requested:

- If a poor condition asphalt road is reconstructed in the development phase, only the reconstruction costs are considered for that phase – no overlay costs are attributed in this case. As noted at the top of Page 35 of the April 2018 (final draft) version of the report, if a reconstructed asphalt road was used again in the production phase, the overlay method was used to determine the impact during that phase, but assuming an “Excellent” pavement condition (PCI = 95).
- The asphalt overlay method was applied to the entire width of a roadway segment. The County’s asphalt maintenance program includes overlaying (paving) the entire roadway section; all lanes and the shoulders, if they are present.
- If an asphalt road is reconstructed, a gravel road paved, or a shoulder is added in the development phase, it is reasonable to apply the overlay method in the production phase. At no time was the overlay method applied in a phase when reconstruction or paving occurred in the same phase.

**2. Response to Technical Issue No. 2: The apparent discrepancy between trip and estimated impact costs:**

The production phase trips used in the analysis presented in the Arcadis memo are annual numbers, while the production phase costs used are a total over the 10-year study horizon. Although, the trip generation tables (Table 5 in the report) may be misunderstood in the annual nature of the trips reported, the text defines these trips as annual. Additionally, the per pad and per well fees used in the analysis use the “*Roadway Deterioration Impact Fees*” values, which include all non-safety costs (asphalt overlay, concrete reconstruction, gravel maintenance, paving, and poor road reconstruction). Thus, the analysis does not compare equal variables. Regardless, not all trips are created equal. Different trips are comprised of different truck types with varying levels of impact based on their load, can be pad or well sensitive, and can use substantially different routing that could vary from using all asphalt roads to using all gravel roads. Because there is not a 1-to-1 trip/impact relationship, the assumption by the analysis process used in the Arcadis memo is that the “asphalt overlay method is directly tied to the number of trips” is incorrect.

Lastly, some pipeline scenarios impact the production phase more than others. In the last two scenarios outlined in the report, nearly all impacts are eliminated because the pipelines replace the most impactful trips, leaving behind a substantial annual volume of trips which have little impact (pickup truck trips) compared to those remaining in the development phase.

**3. Response to Technical Issue No. 3: Tax revenue considerations:**

Looking at the analysis of taxes the oil and gas industry pays, there appears to be a significant amount of revenue the County will receive across current and proposed oil and gas development. However, payment of taxes are different from fees in a fundamental way. Taxes are structured to generate revenue sources from the community to pay for its investment in governmental activities on a collective basis and taxes are not generally assignable as a direct cost for a specific individual or entity. Impact fees have an assignable direct cost to an individual or entity related to their specific impact for their development and/or activity. The County has implemented

impact fees to directly address costs for other property classes so as to not allocate the cost to the community as a whole. Not charging road related impact fees to oil and gas development would be different from other property classes in the County. Fees for direct impacts offset collective taxes required to pay for County needs.

In applying the expected tax revenue model outlined in the Arcadis memo to all 300 12-well pads is not a realistic application. The study simply uses 300 12-well pads to establish the average cost per pad and per well anywhere in the County. The study does not assume this is the forecasted number of pads to be completed in 10 years or even the ceiling of development.



**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT**

**CASE NO.: PRC2016-00009  
CASE NAME: TOUCHSTONE GRANITE**

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- 4.3 Referral Comments (Division of Water)
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## Board of County Commissioners

**June 19, 2018**

CASE No.: <b>PRC2016-00009</b>	CASE NAME: <b>Touchstone Granite</b>
Owner's Name:	Touchstone Granite and Marble Inc
Applicant's Name:	James and Adam Pflipsen
Applicant's Address:	6051 North Washington Street Unit A, Denver, CO 80216
Location of Request:	2021 East 68 <sup>th</sup> Avenue
Nature of Request:	Rezone from Agricultural-1 (A-1) to Industrial-1 (I-1)
Zone District:	Agriculture-1 (A-1)
Site Size:	3.227 acres
Proposed Uses:	Granite Fabrication Company
Existing Use:	Vacant
Hearing Date(s):	<b>PC: May 24, 2018/ 6:00 pm</b>
	<b>BOCC: June 19, 2018/ 9:30 am</b>
Report Date:	June 8, 2018
Case Manager:	Emily Collins <i>EAC</i>
Staff Recommendation:	APPROVAL with 4 Findings-of-Fact
PC Recommendation:	DENIAL with 4 Findings-of-Fact

### SUMMARY OF PREVIOUS APPLICATIONS

In March 2016, the applicant attended a conceptual review meeting to discuss the process to develop the subject property for industrial uses.

### SUMMARY OF APPLICATION

#### **Background:**

James and Adam Pflipsen, the applicants, own the subject property and are requesting to rezone the site from Agriculture-1 (A-1) to Industrial-1 (I-1). The applicant intends to relocate their granite fabrication business, Touchstone Granite and Marble Inc., to the property and develop the site with a new administrative office, warehouse for indoor granite cutting, and accessory outdoor storage. Office, warehousing, and limited outdoor storage uses are permitted in the I-1 zone district. The property is approximately 3.227 acres and currently developed with a vacant



single-family dwelling and detached garage. The existing dwelling is proposed to be converted into office space and the garage will be demolished.

**Development Standards and Regulations Requirements:**

Section 2-02-13-06-02 of the County's Development Standards and Regulations outlines the approval criteria for rezoning a property. 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 subject property is designated as A-1 on the County's zoning map. Per Section 3-08-01 of the County's Development Standards and Regulations, the purpose of this district is to provide a rural single-family dwelling district with limited farming uses. The County's future land use designation on the property is Industrial. This land use designation is intended to provide a setting for a wide range of employment uses, including indoor manufacturing, warehousing, distribution, and supporting retail. The proposed request to rezone from Agriculture-1 to Industrial-1 is consistent with the Development Standards and Regulations and aligns with the future land use designation of Industrial. Per Section 3-24-01 of the County's Development Standards and Regulations, the purpose of the I-1 zone district is to provide a general commercial and restricted industrial district designed to provide a variety of compatible businesses, warehouse, and offices. Uses permitted in the I-1 zone district include light industrial or commercial, such as office, warehousing, business parks, or retail uses which generate employment and contribute to the County's tax base.

The subject request also conforms to the dimensional requirements for the I-1 zone district. Per Section 3-24-07 of the County's Development Standards and Regulations, the minimum lot size for properties in the I-1 zone district is one (1) acre and minimum lot width is one-hundred (100) feet. The subject property is 3.227 acres and has approximately 251 feet of frontage along East 68<sup>th</sup> Avenue, thus conforming to the minimum dimensional requirements for lot size and width in the I-1 zone district.

**Future Land Use Designation/Comprehensive Plan:**

The subject property is designated as industrial in the County's Comprehensive Plan future land use map. Per Chapter 5 of the Adams County Comprehensive Plan, Industrial areas are intended to provide a setting for a wide range of employment uses, including manufacturing, warehousing, distribution, and supporting retail. The I-1 zone district allows employment, manufacturing, warehousing, and light industrial which are consistent with the intent of the industrial land use designation.

The property is also located in the Southwest Adams County Making Connections Planning and Implementation Plan. This plan was adopted as an amendment to the County's Comprehensive Plan, and outlines policies and projects to be undertaken in Adams County. Specifically, the Making Connections Plan identifies the southwest portion of the County as having a propensity for significant urbanization. The Making Connections Plan prioritizes projects that will encourage development and redevelopment. The subject site is specifically located within the Welby Connection project of the Making Connections Plan, which supports motorized and non-

motorized transportation improvements that will encourage employment centers in the Welby neighborhood.

The current zoning of the property is inconsistent with the future land use designation of industrial. Rezoning the property to an I-1 zone district will align with the Comprehensive Plan designation and advance the County's long-term goal for providing employment areas that accommodate a range of employment uses, including light industrial manufacturing, warehousing, and office. The intended use of the property for a light industrial use, such as a granite fabrication business, complies with the future land use designation. All of the surrounding properties to the site are also designated as industrial in the County's future land use map. Rezoning the property to I-1 will be consistent with the intent of the industrial future land use designation.

**Site Characteristics:**

Currently, the site is developed with a 1,100 square foot single-family dwelling and accessory structure built in 1956. The applicant is proposing to convert the dwelling into an office building and construct a 20,000 square foot warehouse for indoor granite fabrication (i.e. cutting countertops). The applicant also intends to reserve a section of the lot as a storage area for un-cut granite. Use of such an area for storage shall be required to be screened with a solid privacy fence. In addition, a landscape buffer will also be required along the southern and eastern property lines, if the site is developed as a light industrial use. This is to provide a visual buffer between the intended future development and the adjacent residential uses. The site has access on East 68<sup>th</sup> Avenue (southern property boundary). All structures, parking, and landscape plans will be reviewed at time of building permit submittal to ensure compliance with all applicable regulations.

**Surrounding Zoning Designations and Existing Use Activity:**

<b>Northwest I-2 Commercial</b>	<b>North I-2 Light Industrial</b>	<b>Northeast A-1 Single-Family Residential</b>
<b>West I-1 Commercial</b>	<b>Subject Property A-1 Vacant</b>	<b>East A-1 Single-Family Residential</b>
<b>Southwest I-2 Commercial</b>	<b>South I-2 Commercial</b>	<b>Southeast A-1 Single-Family Residential</b>

**Compatibility with the Surrounding Area:**

Properties adjacent to the site on the north and west are developed with commercial and light industrial uses. The properties to the east are developed with residential uses. Interstate 270 is located directly northeast of the site. The applicant intends to convert the existing single-family dwelling to an office space and keep the architecture and façade of the building to maintain architectural compatibility with the adjacent residential properties in the area. In addition, the proposed use of the property will be mainly conducted indoors, which will be similar to the surrounding commercial and light industrial land uses to the west of the site.

In addition, a landscape buffer shall be required for developments on the property to mitigate potential impact on adjacent residential properties. Besides the buffer, a privacy fence is required to screen any outdoor storage on the property.

**Planning Commission Update:**

The Planning Commission (PC) considered this case on May 24, 2018 and recommended denial of the request with a 6-1 vote. Commissioner Thompson was the dissenting vote. Several Planning Commissioners had concerns about the compatibility of the proposed rezoning due to the adjacent residential development. At the hearing, the PC asked staff to confirm the most recent update to the County's Comprehensive Plan and the County's building permit review processes and regulations that will guide development of the site. Staff informed the PC that the Comprehensive Plan was updated in 2012 and the subject property has been designated Industrial since 2012. Staff also informed the PC that the building permit reviews include ensuring provision of landscape buffer, noise levels, prevention of the spill of light onto adjacent property, and conformance with all required setbacks, among other performance standards.

There were two members of the public at the hearing who spoke in opposition to the request and expressed concerns about potential increase in traffic, noise, and dust that could be associated with uses allowed in the I-I zone district. The residents also expressed concerns with certain uses allowed in the I-1 zone district, such as auto salvage yard or marijuana establishment that may be developed adjacent to their property if the rezoning is approved.

Per Section 3-07-01 of the County's Development Standards and Regulations, the Industrial-1 zone district does not allow outdoor storage as a primary use. A structure is required with outdoor storage and such storage is limited to 25% of the building area of the structure. Outdoor storage must also be screened with a minimum of 6 ft solid fence and materials must be stacked below the height of the fence. Auto salvage, including the storage and disassembly of parts, is only permitted in the I-1 zone district through a Conditional Use Permit approved by the Board of County Commissioners. In addition, a majority of uses permitted in the I-1 zone district are required to be conducted indoors. Regarding development of the site for marijuana establishment, the subject property will be required to be setback 50 foot from residential properties. The subject property is directly adjacent to nearest residential properties on the eastern portion of the site, which does not conform to the required setback.

**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:**

**RECOMMENDED FINDINGS OF FACT**

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.

### **PC RECOMMENDED FINDINGS OF FACT**

1. The Zoning Map amendment is not consistent with the Adams County Comprehensive Plan.
2. The Zoning Map amendment is not consistent with the purposes of these standards and regulations.
3. The Zoning Map amendment will not comply with the requirements of these standards and regulations
4. The Zoning Map amendment is not compatible with the surrounding area, not harmonious with the character of the neighborhood, detrimental to the immediate area, detrimental to the future development of the area, and detrimental to the health, safety, or welfare of the inhabitants of the area and the County.

### **CITIZEN COMMENTS**

Notifications Sent	Comments Received
33	6

Property owners and residents within one thousand (1,000) feet of the subject site were notified of the request. As of writing this report, staff has received six responses from those property owners notified. One person expressed support of the request; however, the majority of the residents expressed concerns with the proposed rezoning. Specifically, the majority have concerns with potential nuisance conditions that may be associated with potential commercial or light industrial development that may be allowed on the property if the rezone request is approved. A number of the residents also expressed concerns with noise, dust, and traffic that may be associated with the intended use of the property. Per Section 4-13 of the County's Development Standards, any development on the site shall be required to conform to all operational standards including lighting, vibration, noise, dust, and odors. Setbacks, structure height, parking, and landscaping shall also be reviewed for compliance with the County development standards with any request for a building permit.

### **COUNTY AGENCY COMMENTS**

Staff reviewed the request and has no outstanding review comments. However, the applicant shall be required to submit a drainage and traffic analysis at time of building permit.

## **REFERRAL AGENCY COMMENTS**

Xcel Energy, CDOT, Colorado Division of Water Resources, and the Colorado Geological Survey reviewed the request had no concerns. Tri-County Health Department stated that due to proximity of the site to a former landfill located within 1,000 feet of the subject site, development on the site shall be required to conduct a flammable gas investigation. The applicant provided a flammable gas investigation report on January 15, 2018 which has been reviewed and approved by Tri-County. The report showed a methane mitigation system is not required on the site. Tri-County also provided the applicant with requirements for any proposed detention ponds and outdoor storage. This information is to guide development on the site to prevent potential health risks such as West Nile and rodent infestation.

### **Responding with Concerns:**

Tri-County Health Department

### **Responding without Concerns:**

Colorado Department of Transportation

Colorado Division of Water

Colorado Geological Survey

Xcel Energy

### **Notified but not Responding / Considered a Favorable Response:**

Adams County Fire Protection District

Century Link

Comcast

Colorado Division of Mining and Reclamation

Colorado Division of Wildlife

Mapleton School District

Metro Wastewater Reclamation

North Washington Water & Sanitation

RTD

Union Pacific Railroad

United Water

Welby Citizen Group

Welby Heritage Foundation





# 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)

PRC2016-00009

Exhibit 2.1

Touchstone Rezone

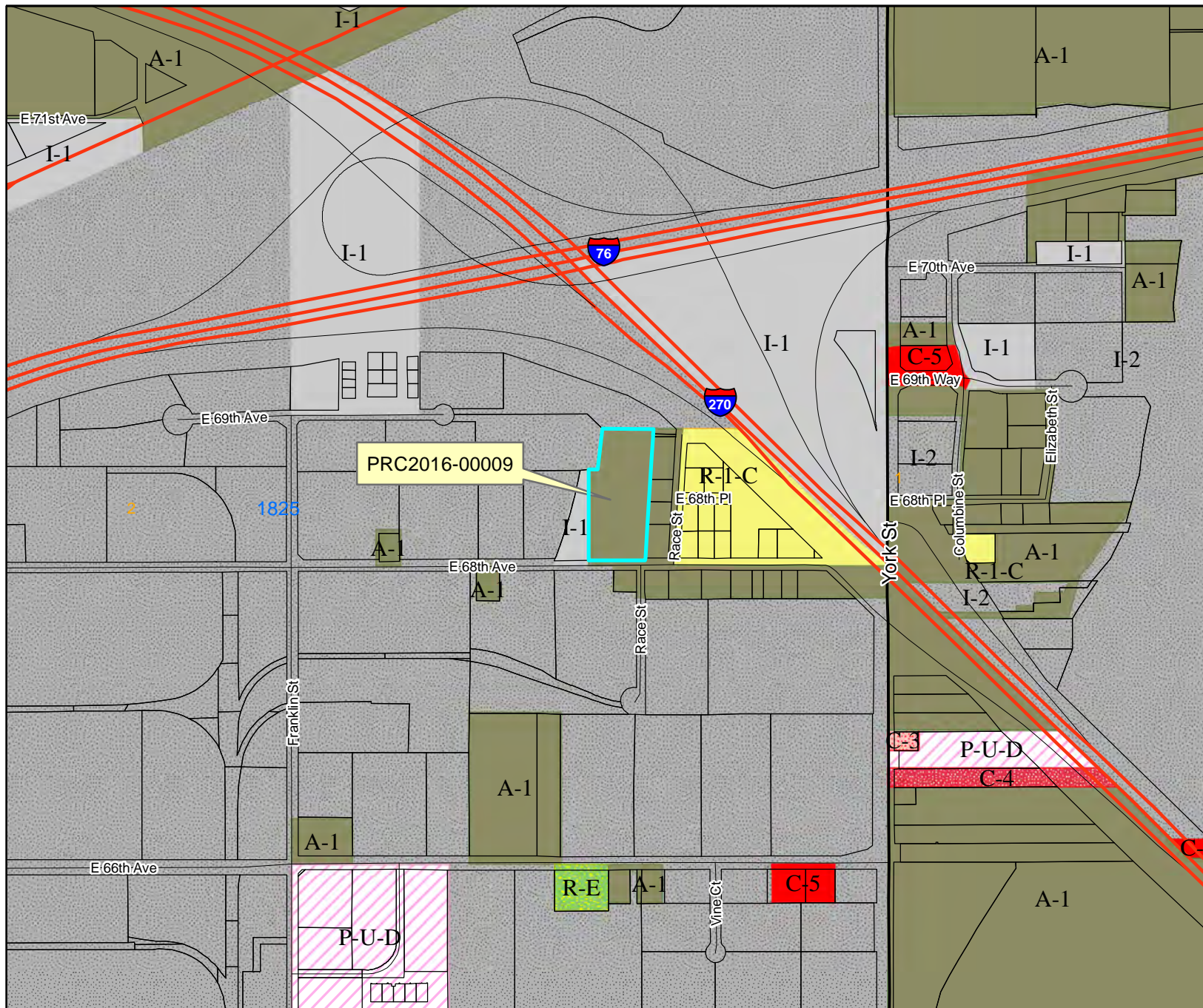


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- ### LEGEND
- ★ Special Zoning Conditions
  - 3 Section Numbers
  - Railroad
  - Major Water
  - Zoning Line
  - Sections
  - Zoning Districts**
  - A-1
  - A-2
  - A-3
  - R-E
  - R-1-A
  - R-1-C
  - R-2
  - R-3
  - R-4
  - M-H
  - C-0
  - C-1
  - 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

**Touchstone Granite Rezone**

**PRC2016-00009**

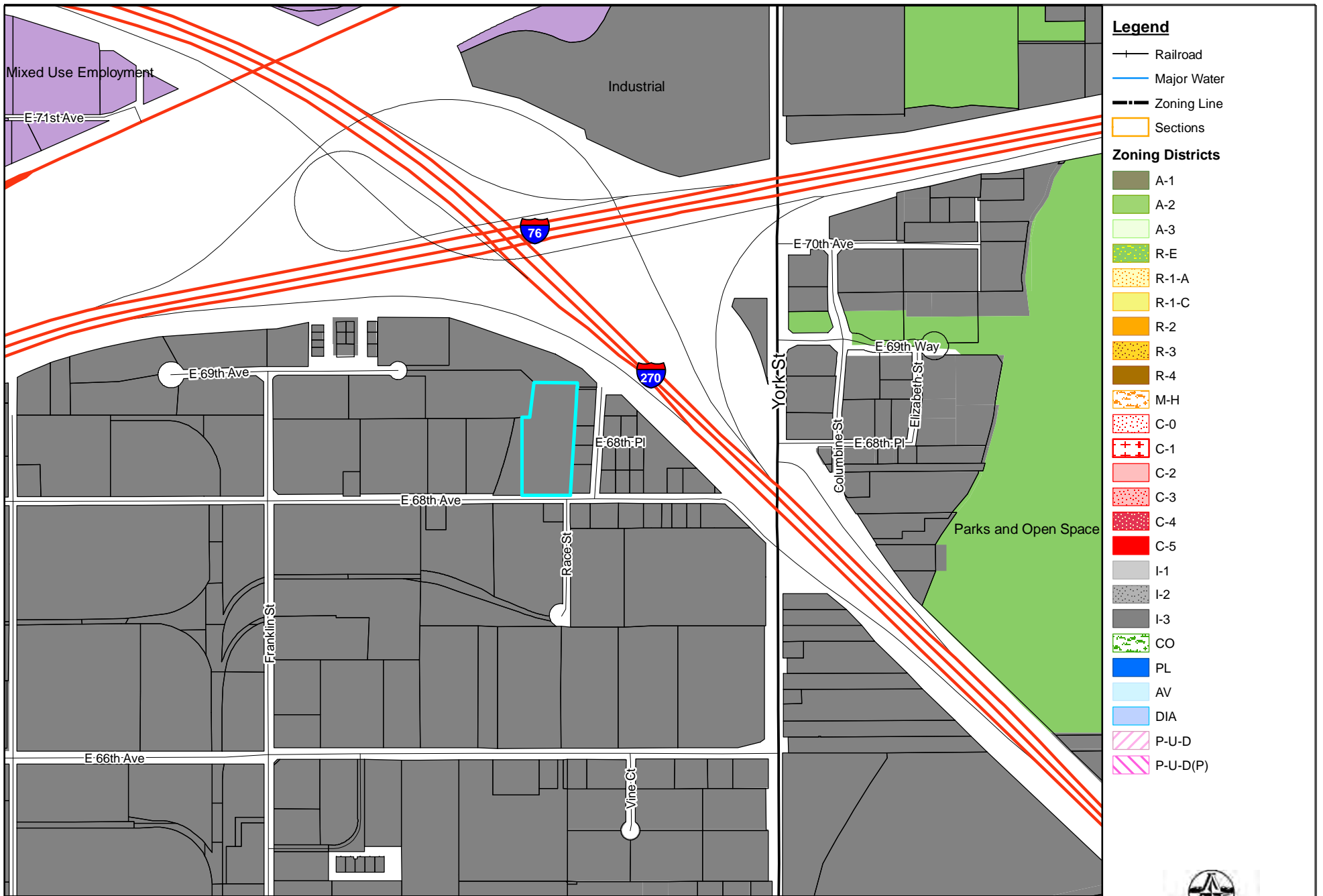
**Exhibit 2.2**



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### 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)

PRC2016-00009

Touchstone Rezone

Exhibit 2.3

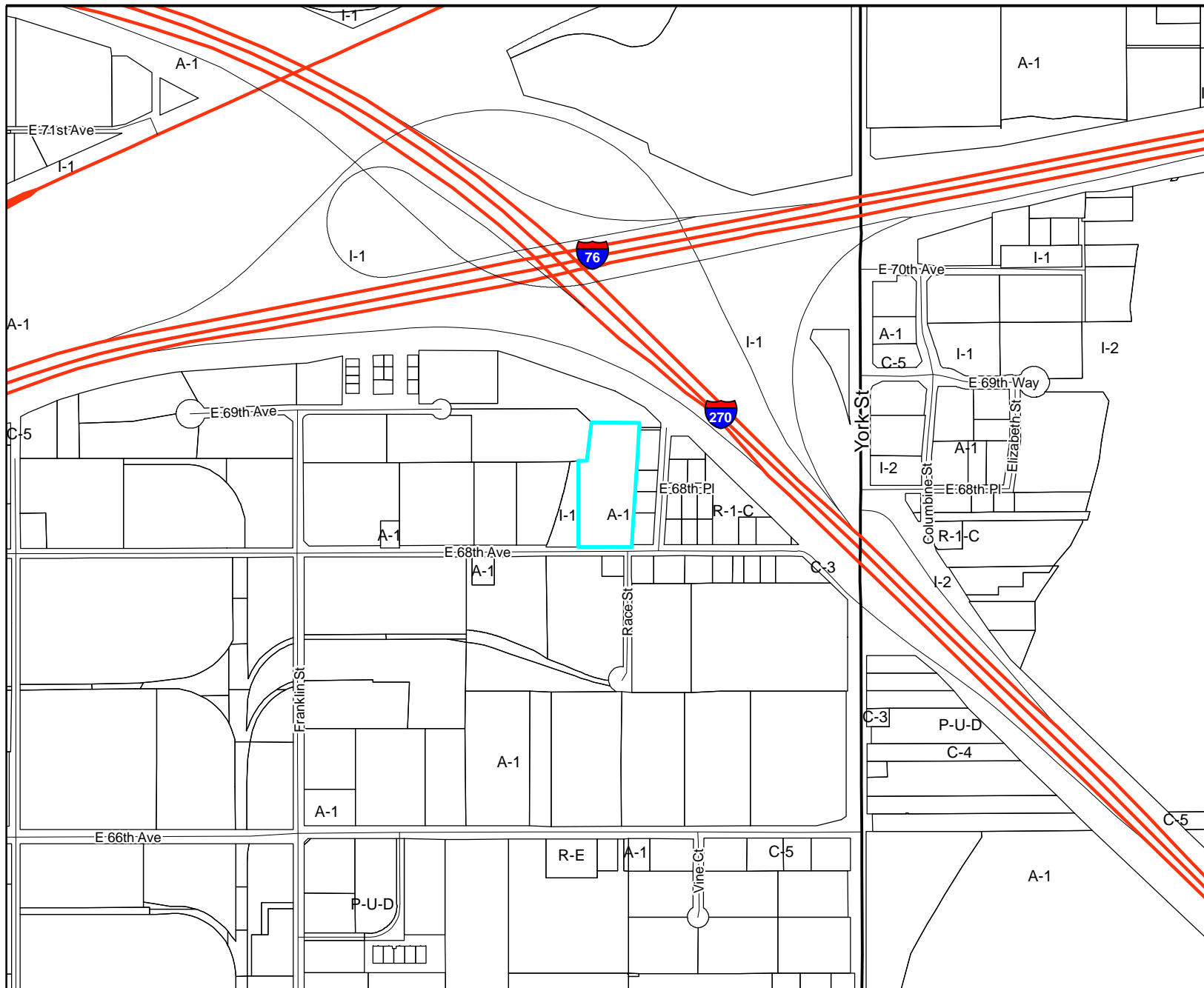


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# Legend

- 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)

PRC2016-00009

Touchstone Rezone

Exhibit 2.4



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Touchstone Granite and Marble Inc.  
6051 N. Washington st. Unit A  
Denver, CO 80216

Touchstone hosted a neighborhood meeting on Tuesday, March 29, 2016 at 4:00 to 7:00 pm. To present the neighbors with what Touchstone was planning to do with the property on 2021 E. 68<sup>th</sup> Ave. The owners, James and Adam Pflipsen and Dave Boss from Lefever Building Systems were present to answer any questions.

As people showed up they were handed a site map with the building drawn on the property, and the building was also staked out on the property with string connecting all the stakes. There were concerns from the neighbors about, street parking, hours of operation, sight intrusions noise levels and delivery vehicles.

The first item was street parking, and we told them that almost all of 68<sup>th</sup> had no street parking signs and Touchstone would not use the street for parking and we would also talk to Adams County to help us eliminate street parking. Second was hours of operation and we told them it would be Monday thru Friday and some half days on Saturdays, only if we have to. Weekday hours would be 7:00 am to 5:00 pm but that could fluctuate with the work load. They were concerned we would be working a night shift.

On sight intrusion we told them there would be a privacy fence installed and we would not be storing material above that. For the noise levels, we provided OSHA reports from our shop showing the noise and dust levels in our shop and they were pleased with that. We also told them we would be using a small propane fork lift outside to transport material to inside the building. And lastly the normal delivery vehicles that would bring material to the building are approximately the size of a medium tow truck. Very very seldom would a semi truck ever deliver material. The meeting went very well and we believe that with what we showed and told them, they were very comfortable with us and how we were going to fit into the neighborhood. They were also assured that if anyone had any problems or concerns with something we were doing, please come talk to us and we would try and solve any problems or concerns that might arise.



Exhibit 3.2



LAND USE CHART

SITE AREA	138,524 SF / 3.1 AC
OFFICE AREA	1,382 SF
WORKSHOP AREA	20,000 SF
TOTAL BUILDING AREA	21,382 SF
OPEN SPACE	69,892 SF (50%)
ASPHALT	44,991 SF
CONCRETE	2,258 SF
TOTAL HARDSCAPE AREA	47,250 SF (34%)
BIKE SPACES REQUIRED	0-1 (SECTION 4-12-04-13)
BIKE SPACES PROVIDED	0
PARKING REQUIRED	21 (SECTION 4-12-04-03)
TOTAL PARKING PROVIDED	21
[(1) HANDICAP SPACE INCLUDED]	

CONCEPT B





LAND USE CHART

SITE AREA	138,524 SF / 3.1 AC
OFFICE AREA	1,382 SF
WORKSHOP AREA	20,000 SF
TOTAL BUILDING AREA	21,382 SF
OPEN SPACE	69,892 SF (50%)
ASPHALT	44,991 SF
CONCRETE	2,258 SF
TOTAL HARDSCAPE AREA	47,250 SF (34%)
BIKE SPACES REQUIRED	0-1 (SECTION 4-12-04-13)
BIKE SPACES PROVIDED	0
PARKING REQUIRED	21 (SECTION 4-12-04-03)
TOTAL PARKING PROVIDED	21
[(1) HANDICAP SPACE INCLUDED]	

CONCEPT B





STREET VIEW LOOKING EAST



AERIAL VIEW LOOKING NORTHEAST



AERIAL VIEW LOOKING NORTHWEST





January 24, 2018

Libbie Adams  
Adams County  
Community & Economic Development Department  
4430 S Adams County Pkwy, Suite W2000  
Brighton, CO 80601-8204

RE: Touchstone Granite Rezone  
Project No. PRC2017-00009  
TCHD Case No. 4389

Dear Ms. Adams:

In our letter dated May 17, 2017, Tri-County Health Department (TCHD) made the following comments regarding a historic landfill, located within 1000 feet of the subject property at 2021 E. 68<sup>th</sup> Avenue.

#### **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-043. Flammable gas from decomposing organic matter in landfills may travel up to 1,000 feet from the source. Because construction is planned on this property, we 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.

#### **Flammable Gas Investigation**

TCHD received a Flammable Gas Investigation report dated January 15, 2018, prepared by Terracon (Report), for our review and comment. The report indicates that methane was not detected in the soil gas sampling points. The report states: "Based on the above results, a MMS (Methane Mitigation System) is not needed at this time."

Touchstone Granite Rezone, PRC2017-00009

January 24, 2018

Page 2 of 2

Based on our review of the Report, TCHD concurs with the conclusion in the Report that no further action is required.

Please feel free to contact me at 720-200-1568 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Warren S. Brown". The signature is fluid and cursive, with a large initial "W" and "B".

Warren S. Brown, P.E.

Senior Environmental Health Consultant

cc: Sheila Lynch, Monte Deatrich, TCHD  
Darren Duroux, Russell Mills Studios

January 11, 2017

Mr. James Pflipsen  
Touch Stone Granite & Marble Inc.  
6051 N. Washington St. Unit A  
Denver, CO 80216

**Re: Touch Stone Granite – Noise Measurement Report (DLAA #16-255)**

Dear James,

Per your request, D.L. Adams has conducted acoustical testing at the current and future Touch Stone Granite properties located in Adams County, Colorado. The goal of the testing is to compare typical sound levels at the existing Touch Stone property to ambient sound levels at the future location to assess the potential noise impact of the new facility on the surrounding area. The measurement methodology and results are summarized in the following report.

**Measurement Procedure and Results**

Two sets of measurements were conducted: spot measurements at the existing Touch Stone Granite facility (6051 N. Washington St. Unit A) and a long-term, 24-hour measurement at the future location (2021 E 68<sup>th</sup> Ave.). The purpose of the spot measurements is to capture typical sound levels at the existing facility during normal operation. The purpose of the long-term measurement is to evaluate the ambient noise conditions at the new property.

The sound level measurements were taken with a Larson Davis Model 831 (S/N 001349) sound meter with a PCB Model 377B20 (S/N 010863) ½” random incidence microphone. Calibration for the measurement system (sound meter, preamp, and microphone) was checked in the field before and after the measurements with a Larson Davis CAL200 Acoustic Calibrator (S/N 8074).

*Spot Measurements*

The spot measurements were taken at two locations behind the existing facility outside the shop area on January 3 and 4, 2017 during typical operating conditions. Measurements varied in length up to 15 minutes. The spot measurement locations are shown in Figure 1, attached.

Location A was positioned approximately 33’ west of the building, directly in front of the garage door that opens into the shop. Most of the noise from the facility was generated from the shop area inside the garage door. Steady traffic noise from I-25 and occasional traffic noise from Washington Street could also be heard from behind the building. Measurements were conducted with the garage door both open and closed. With the garage door closed, the LA<sub>EQ</sub> (overall average sound level) from the indoor equipment and ambient traffic noise was 55 dBA. With the garage door open, the LA<sub>EQ</sub> from the indoor equipment and ambient traffic noise was 65 dBA.



We understand that the garage door is typically closed during operation, and is occasionally opened to transport material to/from the outdoor storage area via forklift. A 15-minute measurement at Location A was conducted with the garage door closed for most the measurement except for a 1-2-minute span where the door was opened to load material. This measurement captured noise from the shop as well as noise from the forklift carrying the material passing by from approximately 10' away. We assume this to be an accurate representation of typical operating conditions. The  $LA_{EQ}$  during the 15-minute measurement of typical operating conditions 33' from the building was 60 dBA.

Location B was positioned north of the building, aligned with the west facade, approximately 39' from the center of the garage door, as shown in Figure 1. Measurements were conducted here with the garage door closed. At Location B, the sound level meter had a direct line of site to Washington Street. Traffic noise from Washington St. was the dominant noise source. Noise from within the shop could occasionally be heard during lulls in traffic.

The  $LA_{EQ}$  at this location was 55 dBA, and the  $LA_{90}$  was 50 dBA. The  $LA_{90}$  is the sound level that was exceeded 90% of the time during a measurement period, and is often used as an approximation of the sound level of nearby sources without the influence of traffic noise (in this case, the sound level from the shop). This is consistent with subjective observations made during the measurement, which approximated the noise from the shop to be 49-50 dBA during lulls in traffic.

No measurements were conducted in front of the existing building because the noise from inside the shop could not be heard at all.

Spot measurement results are summarized in Table 1.

**Table 1: Spot Measurement Results Summary**

Loc.	Notes	$LA_{EQ}$
A	Garage door closed, 1-minute average.	55 dBA
A	Garage door open, 2-minute average.	65 dBA
A	Typical conditions: garage door mostly closed, opened briefly for loading, 15-minute average.	60 dBA
B	Garage door closed, significant traffic noise from N. Washington St.	55 dBA

#### *Long-term Measurement*

A 24-hour measurement was conducted at the property of the new Touch Stone Granite facility. The sound level meter was secured to a post along the north edge of the property. See Figure 2. The meter measured continuously from approximately 1:00 p.m. Tuesday, January 3, 2017 to 1:15 p.m. Wednesday, January 4, 2017.

Per a nearby weather station in Commerce City, CO, the temperature varied between 10 and 28 degrees Fahrenheit during the measurement period. The maximum wind speed was 15 mph (6:45 p.m. January 3<sup>rd</sup>), but overall, the wind speed generally stayed below 10 mph. Initial conditions were overcast, with light snow beginning at approximately 6:47 a.m. on January 4<sup>th</sup>

and lasting until the meter was taken down. There appeared to be less than 1" of snow accumulation on the ground by the end of the measurement. Weather data was obtained from [weatherunderground.com](http://weatherunderground.com).

The long-term measurement recorded the overall A-weighted sound level ( $LA_{EQ}$ ) in 15-minute intervals, as well as the average sound level in each octave and one-third octave frequency band. Statistical metrics such as the  $L_{MAX}$ ,  $L_{MIN}$ ,  $L_{99}$ ,  $L_{90}$ ,  $L_{50}$ ,  $L_{25}$ ,  $L_{10}$  and  $L_{01}$  were also measured in terms of overall A-weighted level, octave, and one-third octave bands. The meter was set to record the sound when a set level threshold was exceeded to identify loud events during post-processing.

There was no direct line of site from the long-term measurement location to Interstates I-270 and I-76 to the north, except for one elevated single-lane on-ramp to I-76 east. There was a direct line of site from the measurement location to E 68<sup>th</sup> Ave. During setup and takedown of the meter, the dominant noise source was observed to be the steady traffic from the interstates to the north. Occasional traffic from E 68<sup>th</sup> Ave could be heard.

The overall  $LA_{EQ}$  over the 24-hour span was 64 dBA. The 15-minute  $LA_{EQ}$ 's from each measurement interval are plotted in Figure 3. The 15-minute  $LA_{EQ}$  varied from 55 to 67 dBA over the 24-hour period, and varied from 58 to 65 dBA during anticipated operating hours (8:00 a.m. to 5:00 p.m.).

The  $LA_{90}$  was within 2 dBA of the  $LA_{EQ}$  during daytime hours, which is expected with highway noise since it generally remains fairly consistent. The difference between  $LA_{EQ}$  and  $LA_{90}$  increases during nighttime hours when highway noise is more intermittent.

The steady ambient level from highway noise is expected to decrease further south along the property, but maximum levels from events such as truck pass-by's on E 68<sup>th</sup> Ave are expected to increase towards the southern end of the property due to a shorter direct sound path.

## **Analysis and Recommendations**

The measured sound levels in the existing Touch Stone storage yard behind the building are within the range of typical ambient levels at the new site. The 15-minute  $LA_{EQ}$  measured during typical conditions from the existing building (60 dBA) is below the overall ambient  $LA_{EQ}$  of the 24-hour measurement at the new site (64 dBA).

The "worst-case" condition with the garage door open (65 dBA) is only slightly above the 24-hour  $LA_{EQ}$  at the new site (64 dBA), and below the  $LA_{EQ}$  from the loudest 15-minute measurement intervals at the new site (67 dBA).

Based on this data, the sound levels at the existing Touch Stone Granite facility are typical of the current ambient sound levels at the new location. Any increase in noise exposure at the new site due to the addition of the new Touch Stone Granite facility is expected to be minimal.

Please note, this is based on sound level measurements taken 33' from the existing Touch Stone building. Per site plans we have received, there is expected to be at least 130' of space between

the new building and nearest residences to the east. Because of the increased distance, the resultant sound level at the nearest residential property lines is expected to be 6-12 dB lower than what was measured 33' from the existing building, assuming the garage door openings into the new shop will be on the east side of the building. We recommend consideration of building layout with openings to the west.

The potential for noise impact on the nearest residences can be minimized further (and possibly fully negated) if the garage door openings are located on the west side of the building facing the adjacent industrial park rather than the east side of the building facing the residences.

Minimizing the amount of time the garage doors are open will also help reduce noise impact. Applying sound-absorbing finishes such as acoustical metal deck or fiberglass blanket or board to the deck of the indoor shop area can reduce the noise level both outside and inside the shop.

Please let us know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ian Patrick', with a stylized, cursive script.

Ian Patrick  
Staff Consultant

Encl: Figures 1-3

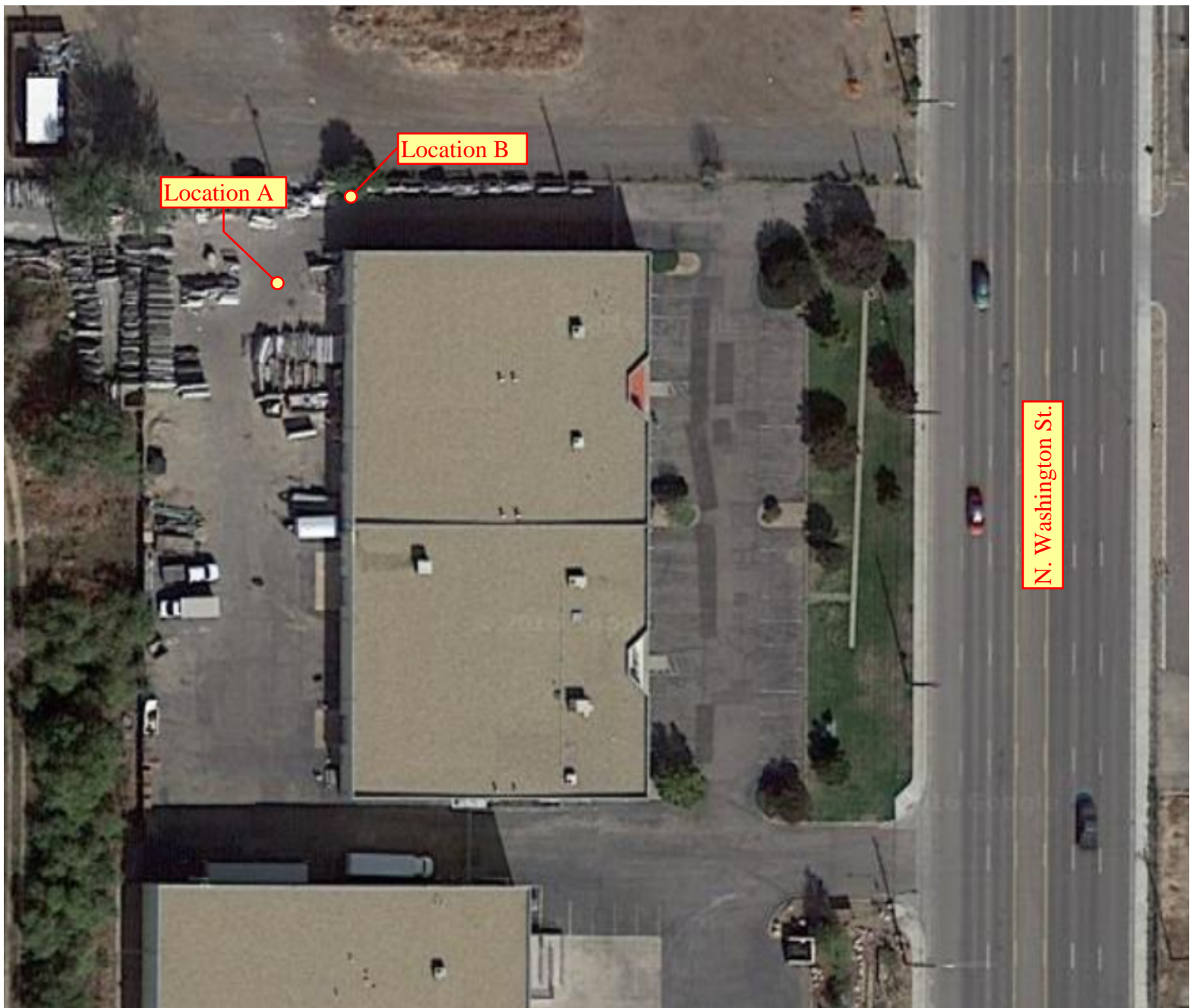


Figure 1: Spot Measurement Locations at Existing Building

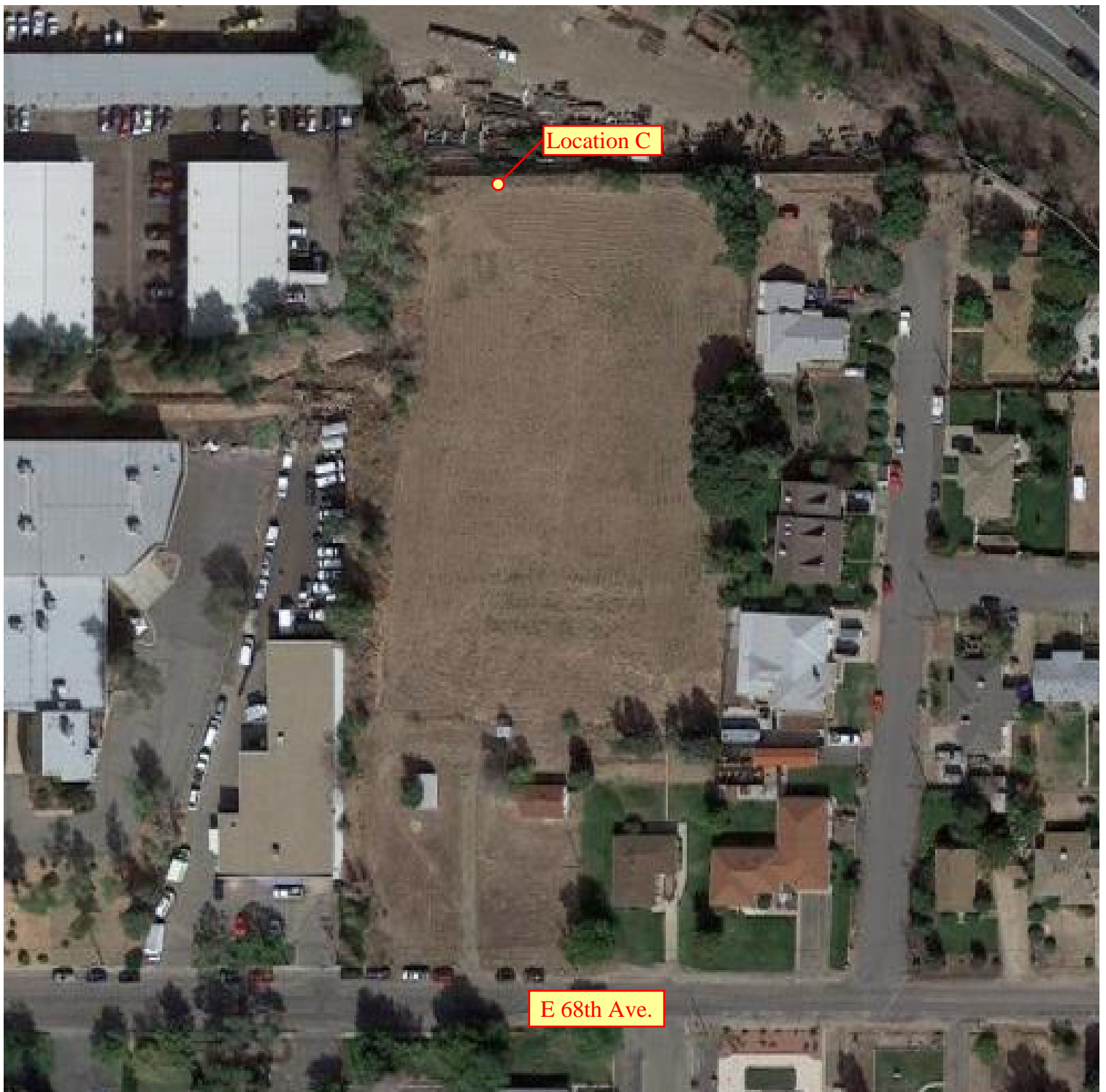
January 3rd and 4th, 2017

Touch Stone Granite  
DLAA #16-255



D. L. ADAMS  
ASSOCIATES

acoustics | performing arts | technology



## Figure 2: Long-term Measurement Location at New Property

January 3rd and 4th, 2017

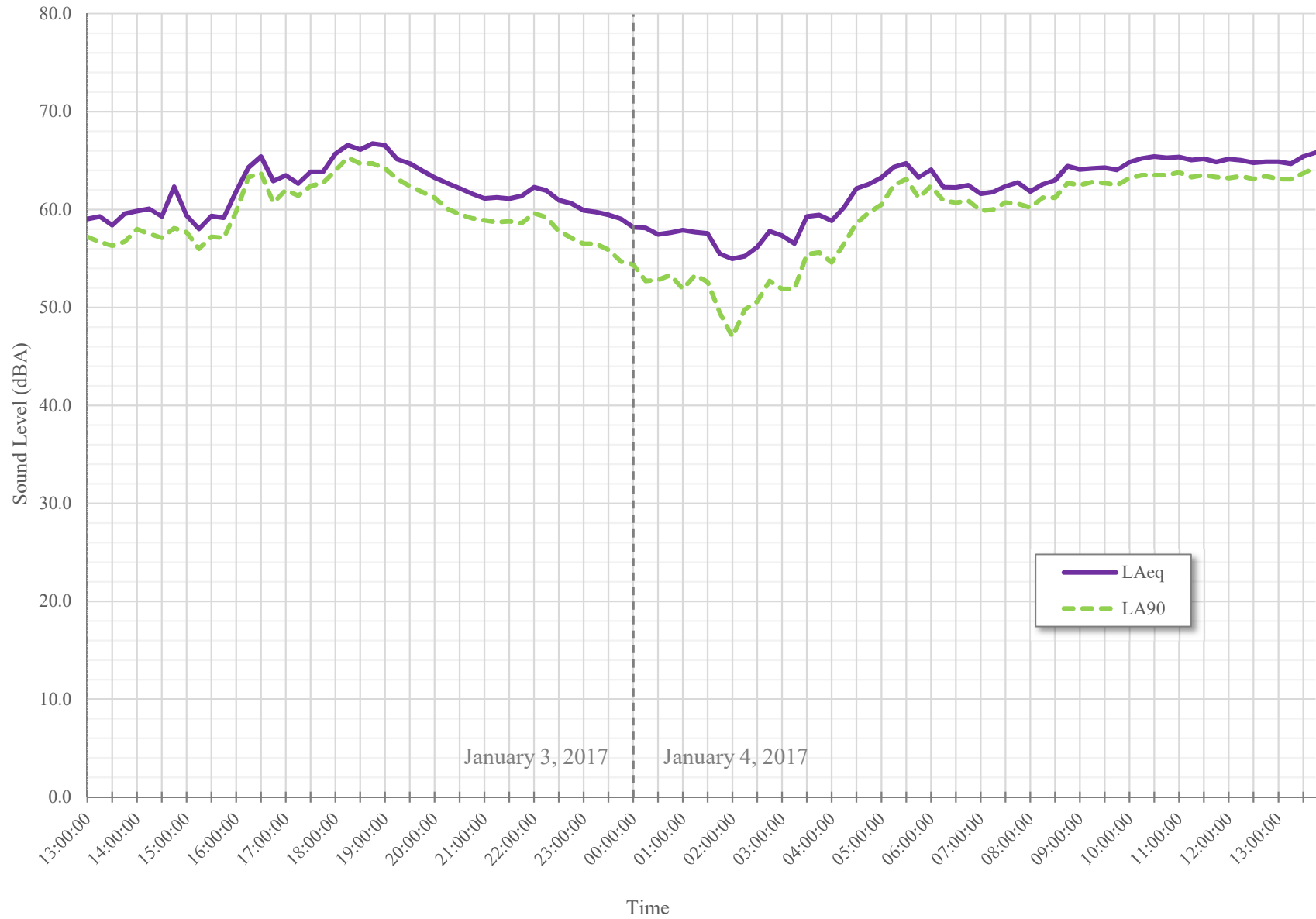
Touch Stone Granite  
DLAA #16-255



D. L. ADAMS  
ASSOCIATES

acoustics | performing arts | technology

Figure 3: Long Term Measurement Results (15-minute Intervals)



Traffic Impact Study

**TOUCHSTONE MARBLE AND GRANITE**

Denver, Colorado

**Eugene G. Coppola, P.E.**

---

P.O. Box 630027

Littleton, CO 80163

303-792-2450



Transportation Impact Study

## **TOUCHSTONE MARBLE AND GRANITE**

Denver, Colorado

Prepared For:  
Russel + Mills Studio  
141 S. College Avenue #104  
Fort Collins, CO 80524

Prepared By:  
Eugene G. Coppola, P.E.  
P. O. Box 630027  
Littleton, CO 80163  
303-792-2450

March 29, 2017





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## I. INTRODUCTION

Touchstone Marble and Granite (Touchstone) is a warehouse development located along the north side of 68<sup>th</sup> Avenue, west of York Street in Denver, Colorado. As currently planned, it will have 20,000 square feet of space. It is a wholesale distributor of granite and marble counter tops. A vicinity map is presented on Figure 1.

This traffic impact study follows the established guidelines for such studies as are applicable and appropriate to the proposed project. The following key steps were undertaken as part of this study.

- Obtain current traffic and roadway data in the immediate area of the site.
- Evaluate current operations to establish base conditions.
- Determine site generated traffic and distribute this traffic to the nearby street system.
- Estimate roadway traffic for future conditions.
- Evaluate operations with Touchstone Marble and Granite fully operational.
- Identify deficiencies and recommend measures to minimize or mitigate the impact of site generated traffic.

Key areas of investigation are documented in the following sections of this traffic impact study.



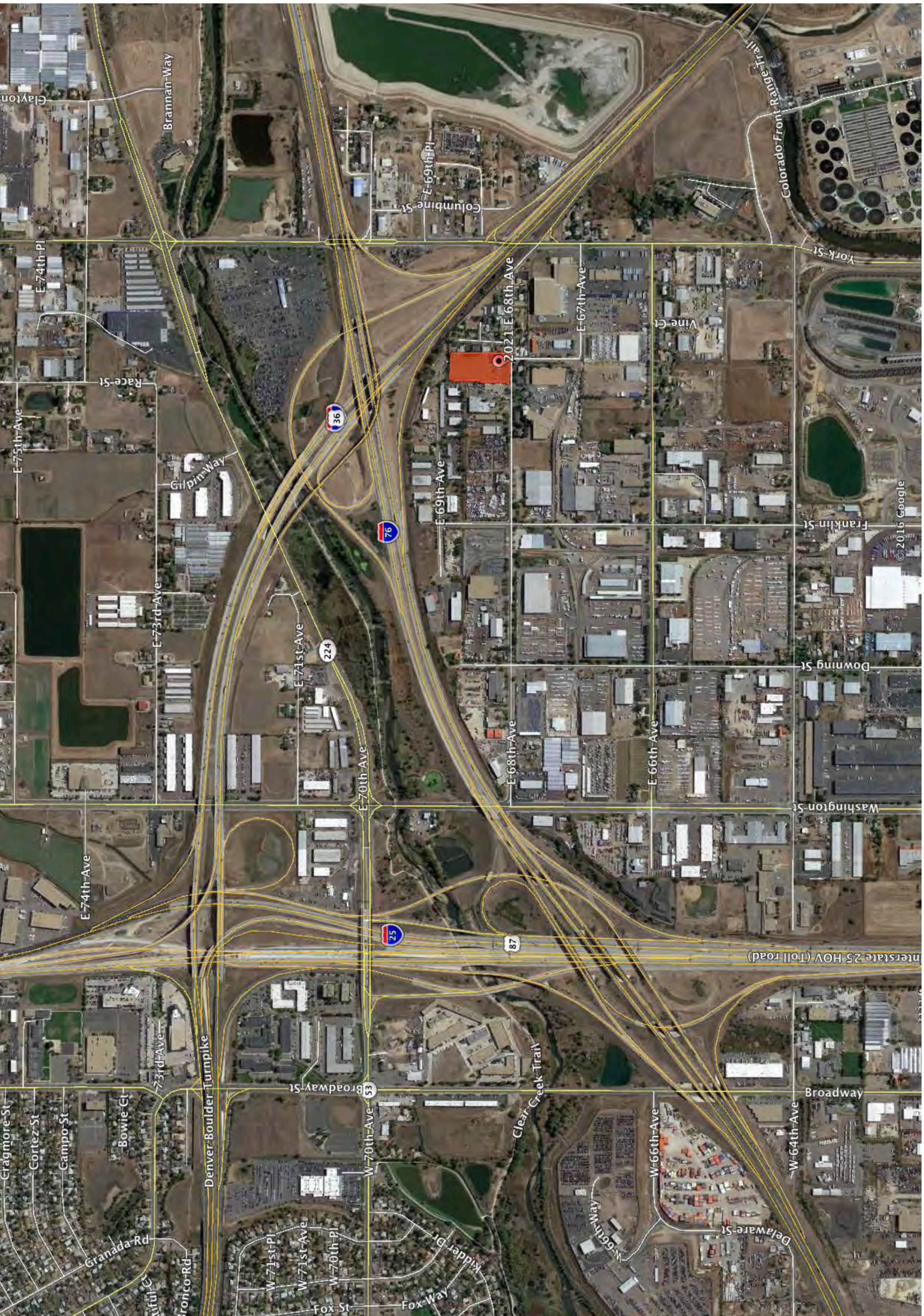


Figure 1



## II. CURRENT CONDITIONS

### ***A. Current Road Network***

The site is bordered on the south by 68<sup>th</sup> Avenue which is a collector street with one travel lane in each direction. Sixty-eighth Avenue is under stop sign control at York Street with a 3/4 access (no left turn out) at Washington Street. The posted speed limit in the area of the site is 30 MPH.

Washington and York Streets are arterial streets with Washington Street being the major arterial street in the area of Touchstone. Interstate highways are in close proximity to the site. The existing roadway system is shown on Figure 2.

### ***B. Current Traffic***

Peak hour traffic counts were conducted as part of this study at key intersections. Counts were undertaken from 7:00 – 9:00 AM and 4:00 – 6:00 PM representing typical morning and afternoon peak hours. Current peak hour traffic is shown on Figure 3 with count tabulations provided in Appendix A.

### ***C. Surrounding Land Uses***

The area surrounding Touchstone Marble and Granite is primarily composed of industrial land uses to the east and west.

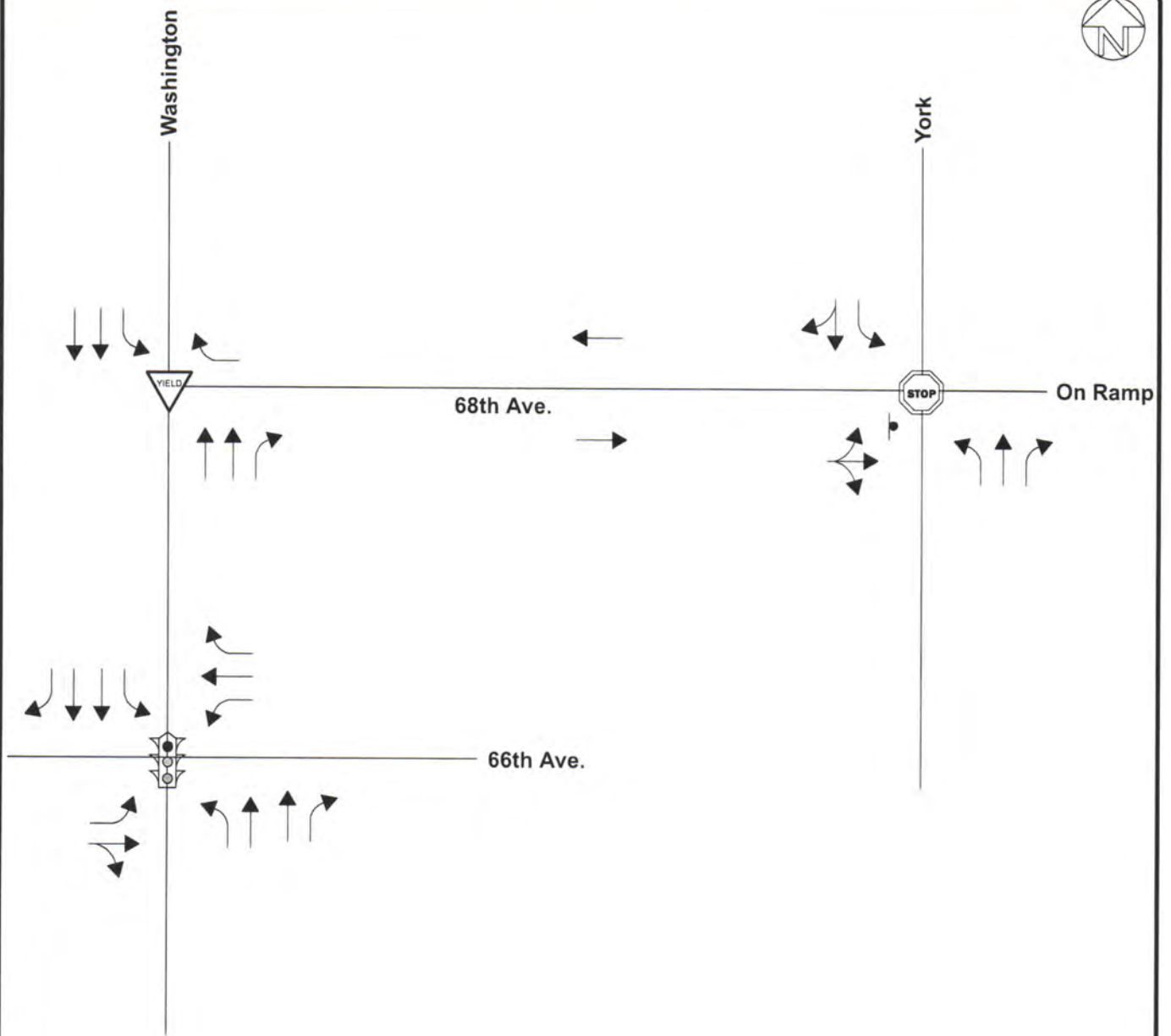
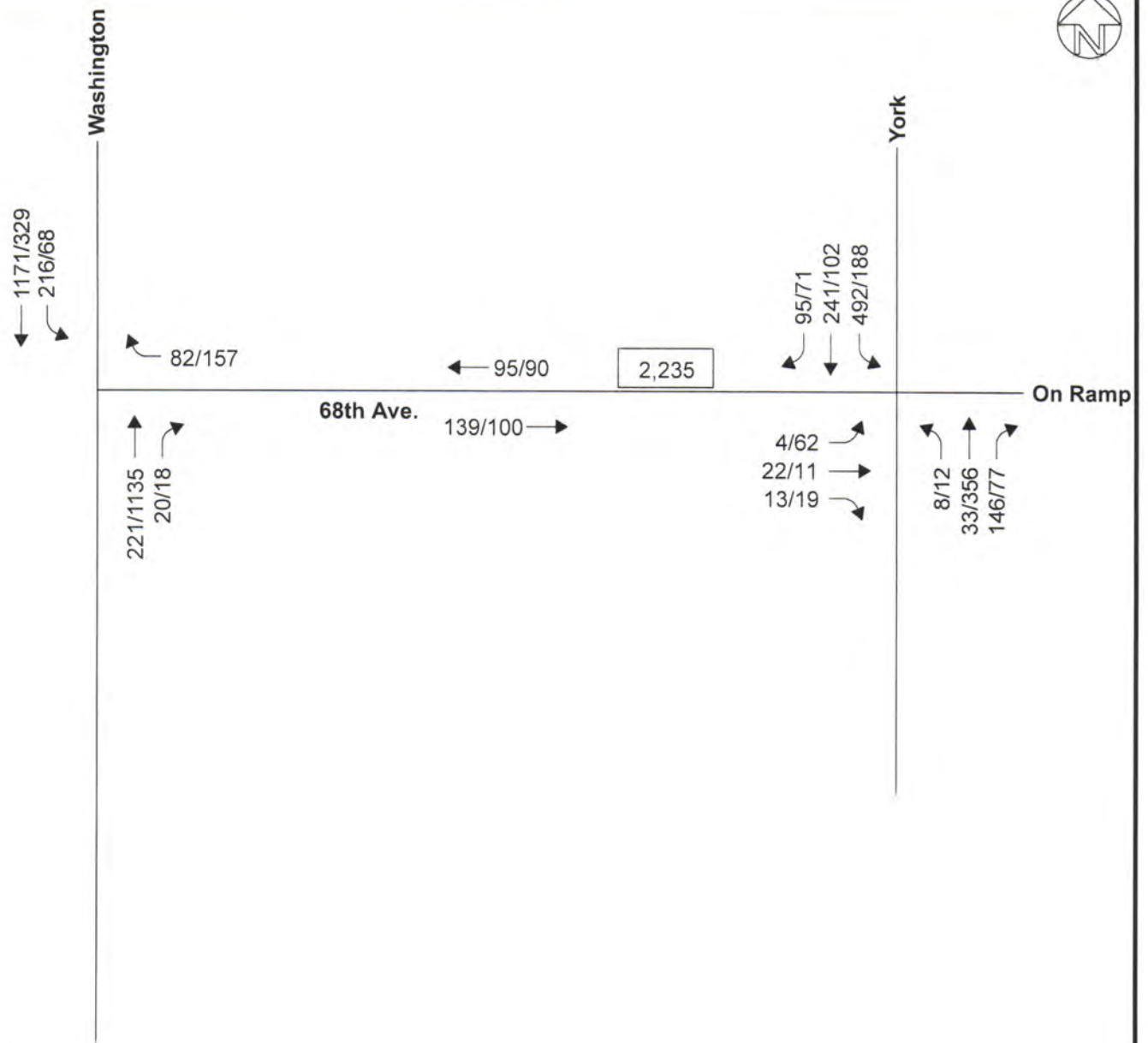


Figure 2

CURRENT ROADWAY GEOMETRY



LEGEND: AM/PM Peak Hour

Daily Traffic

Figure 3

CURRENT TRAFFIC

#### ***D. Current Operating Conditions***

Highway Capacity Manual procedures, based on the 2010 Highway Capacity Manual, were used to quantify current intersection operations. Resultant levels of service (LOS) are indicated below for morning and afternoon peak hour conditions. Analyses were undertaken at the 68<sup>th</sup> Avenue intersections with York and Washington Streets. Traffic from Figure 3 was loaded onto the current roadway geometry, which is shown on Figure 2. For definition purposes, overall level of service (LOS) 'E' is considered the minimum acceptable LOS with approaches and the critical minor street left turn traffic movements are allowed to operate at LOS 'F'. This is typical of urban collector – arterial stop sign controlled intersections during peak hours.

CURRENT OPERATING CONDITIONS				
Intersection	Control	Movement/ Direction	Level of Service	
			AM Pk Hr.	PM Pk Hr.
Washington – 68 <sup>th</sup> Avenue	Yield	SB Left	C	A
		WB Right	B	A
68 <sup>th</sup> Avenue – York Street	Stop	EB All	E	C
		NB Left	A	A
		SB Left	A	A

As shown above, all traffic movements operate at acceptable levels of service during peak hours. Capacity work sheets are provided in Appendix B.

### **III. DEVELOPMENT ISSUES**

#### ***A. Project Description***

Touchstone Marble and Granite is a wholesale operator dealing in contractor sales. It will be a 20,000 square foot building with a single driveway to 68<sup>th</sup> Avenue. Business



is typically conducted daily between the hours of 8:00 AM and 5:00 PM. Construction will start as soon as practical with completion and full operation expected in 2 – 3 years. A concept plan is presented on Figure 4.

### ***B. Site Traffic***

Site traffic was estimated using Institute of Transportation Engineers (ITE) publication, "Trip Generation, 9th Edition", a nationally recognized reference. The light industrial classification was selected to best represent this project as currently envisioned. Trips associated with Touchstone Marble and Granite are indicated in the following table.

Land Use	Size	Daily		AM Peak Hour			PM Peak Hour		
		Rate/ KSF	Trips	Rate/KSF	In	Out	Rate/KSF	In	Out
Light Industrial	20,000 SF	6.97	139	0.92	16	2	0.97	2	17

As shown above, Touchstone Marble and Granite is expected to generate 18 morning peak hour trips, 19 afternoon peak hour trips, and 139 trips per day. These trips are considered minor.

### ***C. Trip Distribution***

Trip distribution is a function of the origin and destination of site users and the available roadway system. In this case, all traffic must use 68<sup>th</sup> Avenue for direct site access and use Washington or York Streets at the 68<sup>th</sup> Avenue termini. Some site traffic diversion from 68<sup>th</sup> Avenue is expected since left turns onto southbound Washington Street are prohibited. These vehicles will likely go south to 66<sup>th</sup> Avenue and turn south onto Washington Street using the existing traffic signal. The site traffic distributions shown on Figure 5 are based on the current roadway network and









Figure 5  
SITE TRAFFIC DISTRIBUTION

current traffic patterns in the area of this site. Resultant peak hour site traffic is shown on Figure 6 for both the morning and afternoon peak hours. As indicated, the individual site traffic movements are minor and peak at 10 vehicles per hour at the site driveway.

#### IV. AGENCY DISCUSSIONS

A brief discussion with Adams County resulted in the determination that a typical traffic impact study was appropriate for this development. This study is expected to meet County requirements.

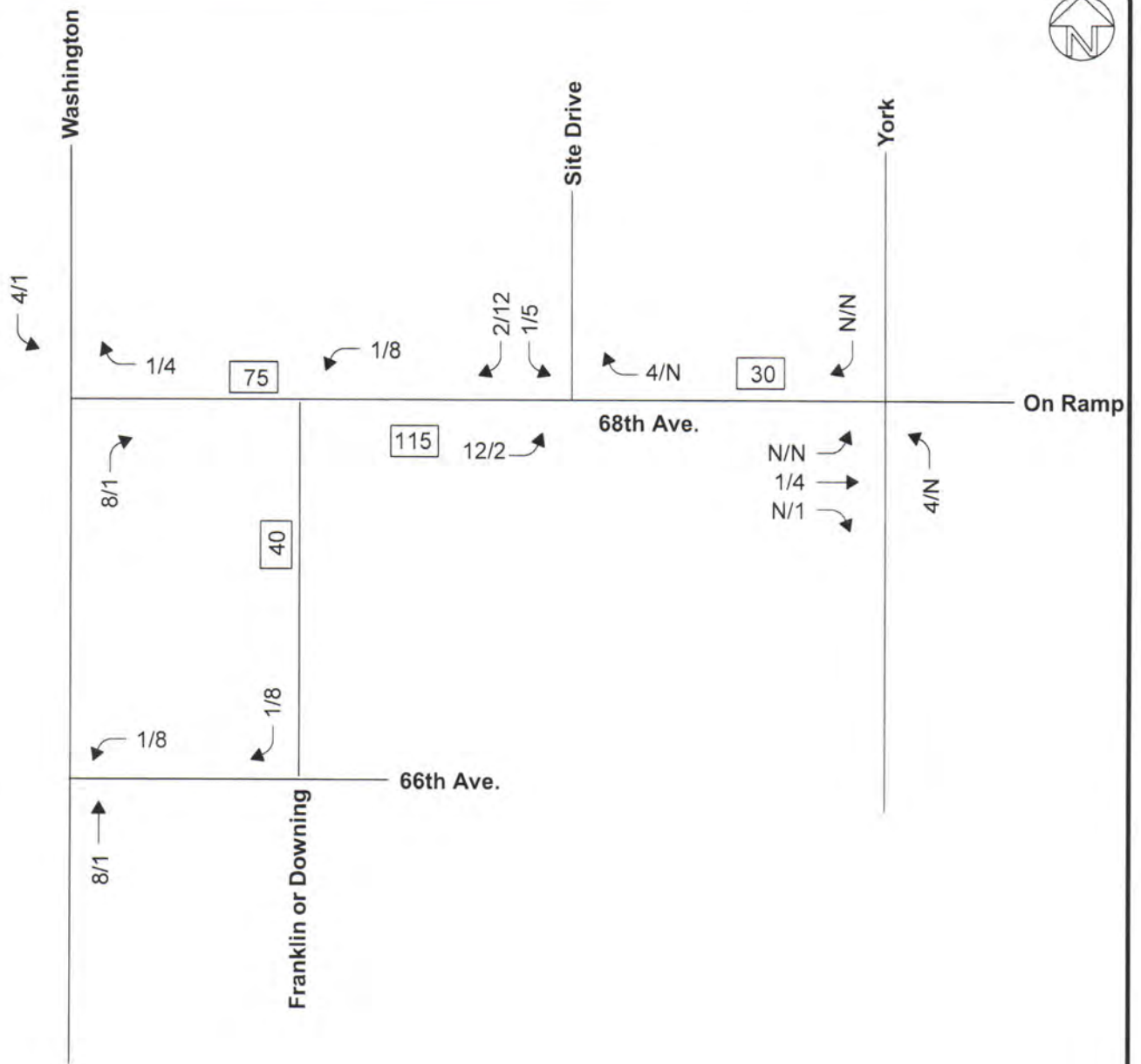
#### V. FUTURE CONDITIONS

##### ***A. Roadway Improvements***

No improvements are anticipated on the area street system in the foreseeable future. Consequently, the available roadway geometry was assumed retained through the long term timeframe.

##### ***B. Future Background Traffic***

Two future time frames were investigated in this study. The short term (2020) representing site build out and the long term planning horizon some 20 years in the future. Background traffic was estimated using annual traffic growth of 1% on 68<sup>th</sup> Avenue and 1 1/2% on York and Washington Streets. Background traffic is presented on Figures 7 and 8 for the short and long term time frames, respectively.

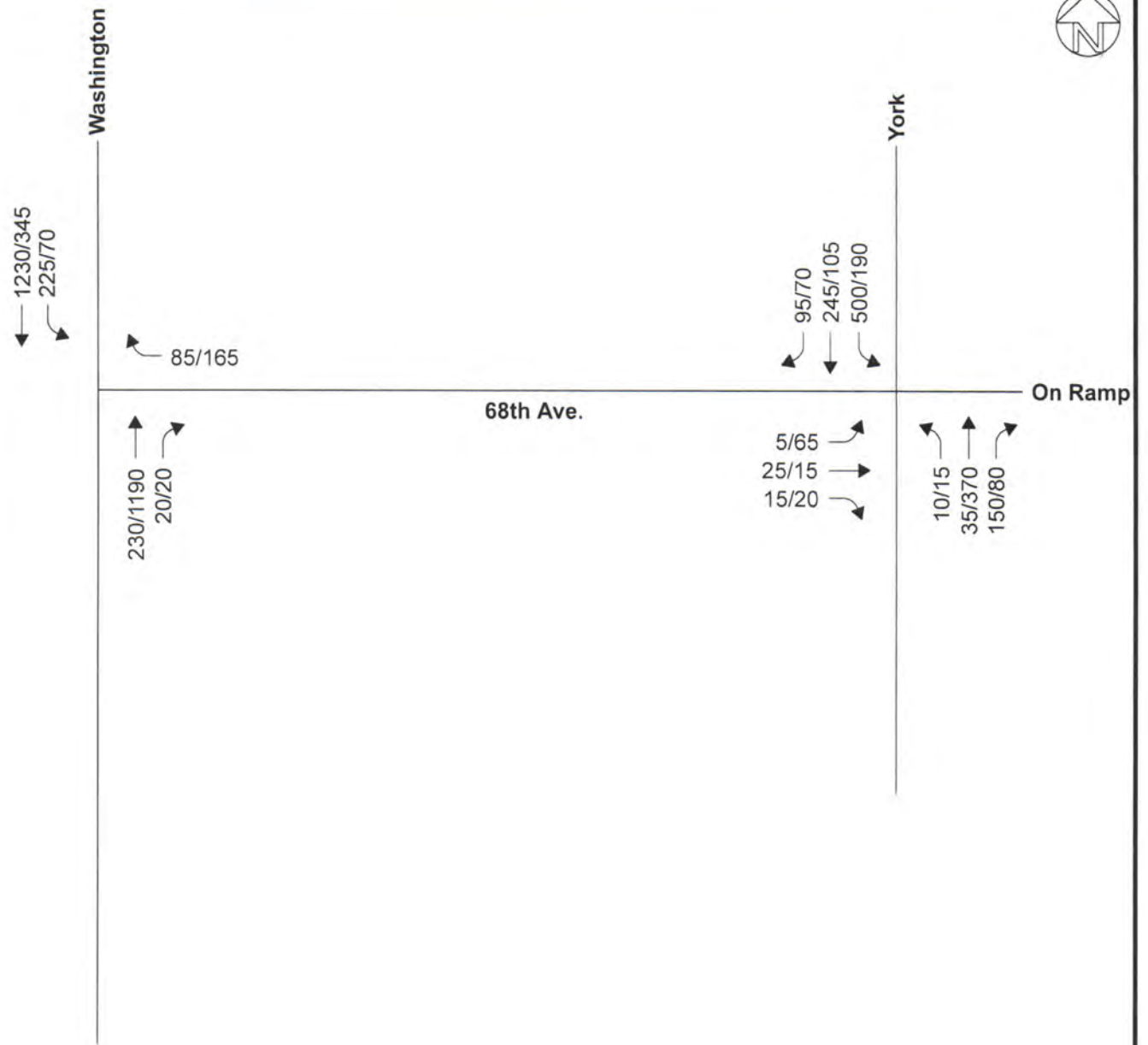


LEGEND: AM/PM Peak Hour

N = Nominal

Daily Traffic - Rounded to nearest 5 vehicles.

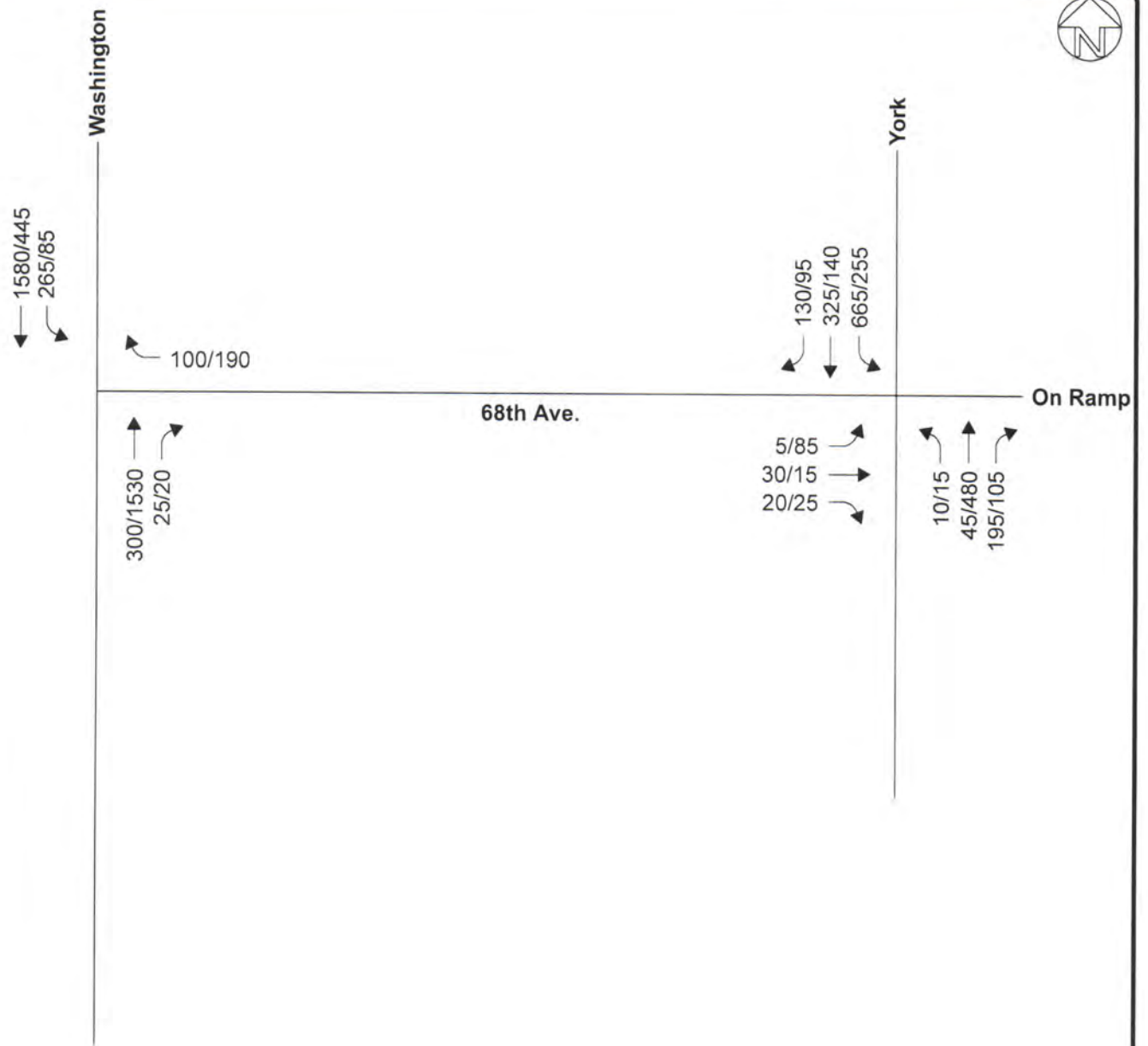
Figure 6  
SITE TRAFFIC



LEGEND: AM/PM Peak Hour  
N = Nominal

NOTE: Rounded to nearest 5 vehicles.

Figure 7  
SHORT TERM BACKGROUND TRAFFIC



LEGEND: AM/PM Peak Hour  
N = Nominal

NOTE: Rounded to nearest 5 vehicles.

Figure 8  
LONG TERM BACKGROUND TRAFFIC

### ***C. Future Total Traffic***

Short and long term total traffic was developed by combining site traffic and background traffic for those time frames. Total traffic is shown on Figures 9 and 10 for the short and long term, respectively.

## **VI. TRAFFIC IMPACTS**

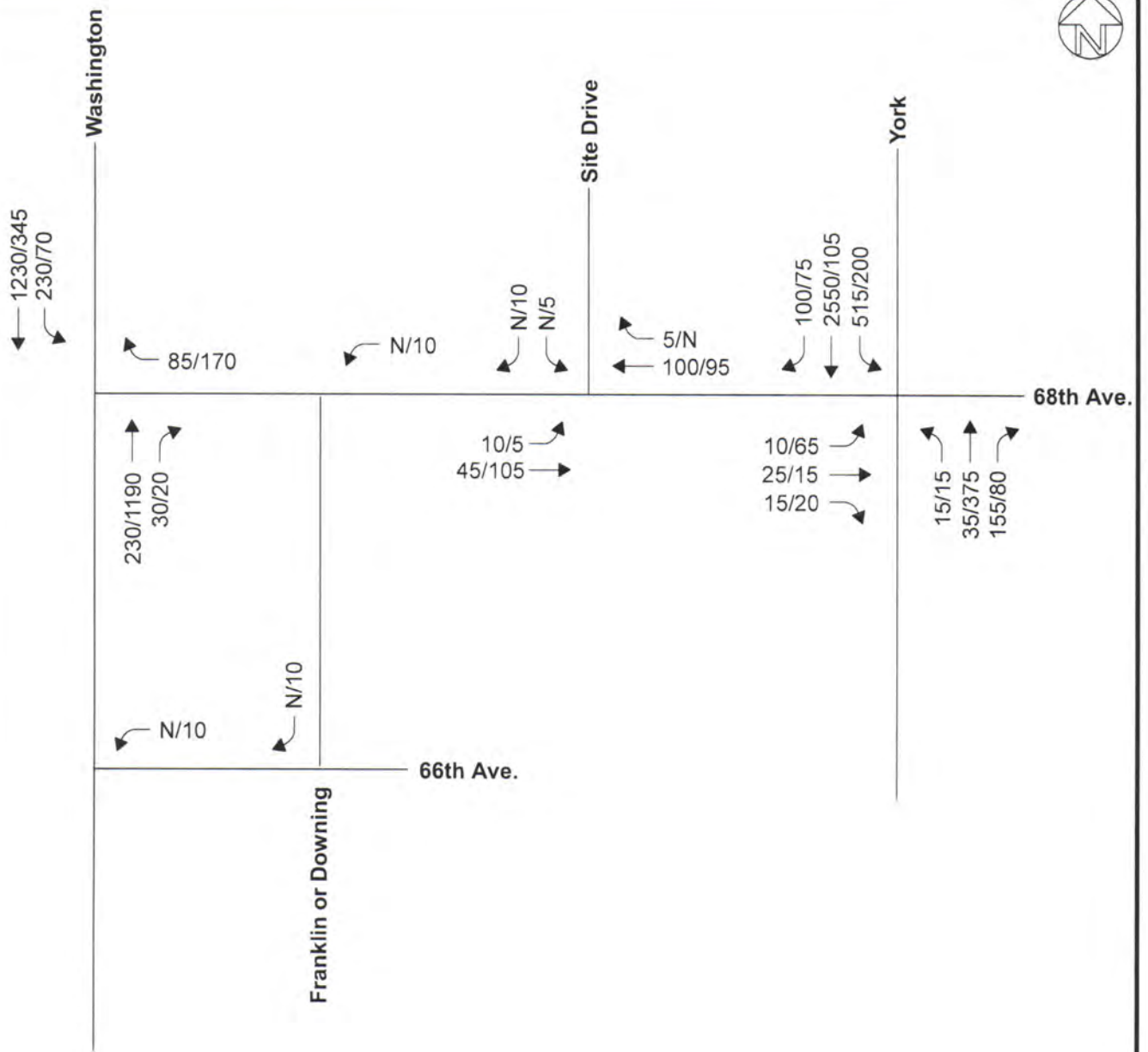
In order to assess operating conditions with Touchstone Marble and Granite fully operational, capacity analyses were conducted at the 68<sup>th</sup> Street intersections with Washington and York Streets and at the 68<sup>th</sup> Street site access. Total traffic (the combination of background traffic and site traffic) was used in this effort.

Short term total traffic and long term total traffic were reviewed to determine the need for site related auxiliary lanes at the site access. Given the minor traffic generated by Touchstone, no auxiliary lanes were determined needed.

### ***A. Short Term Operating Conditions***

Short term operating conditions with Touchstone Marble and Granite fully built were evaluated using total traffic. This investigation used the peak hour traffic shown on Figure 9 and the existing roadway geometry shown on Figure 11 and resulted in the future operating conditions shown below.



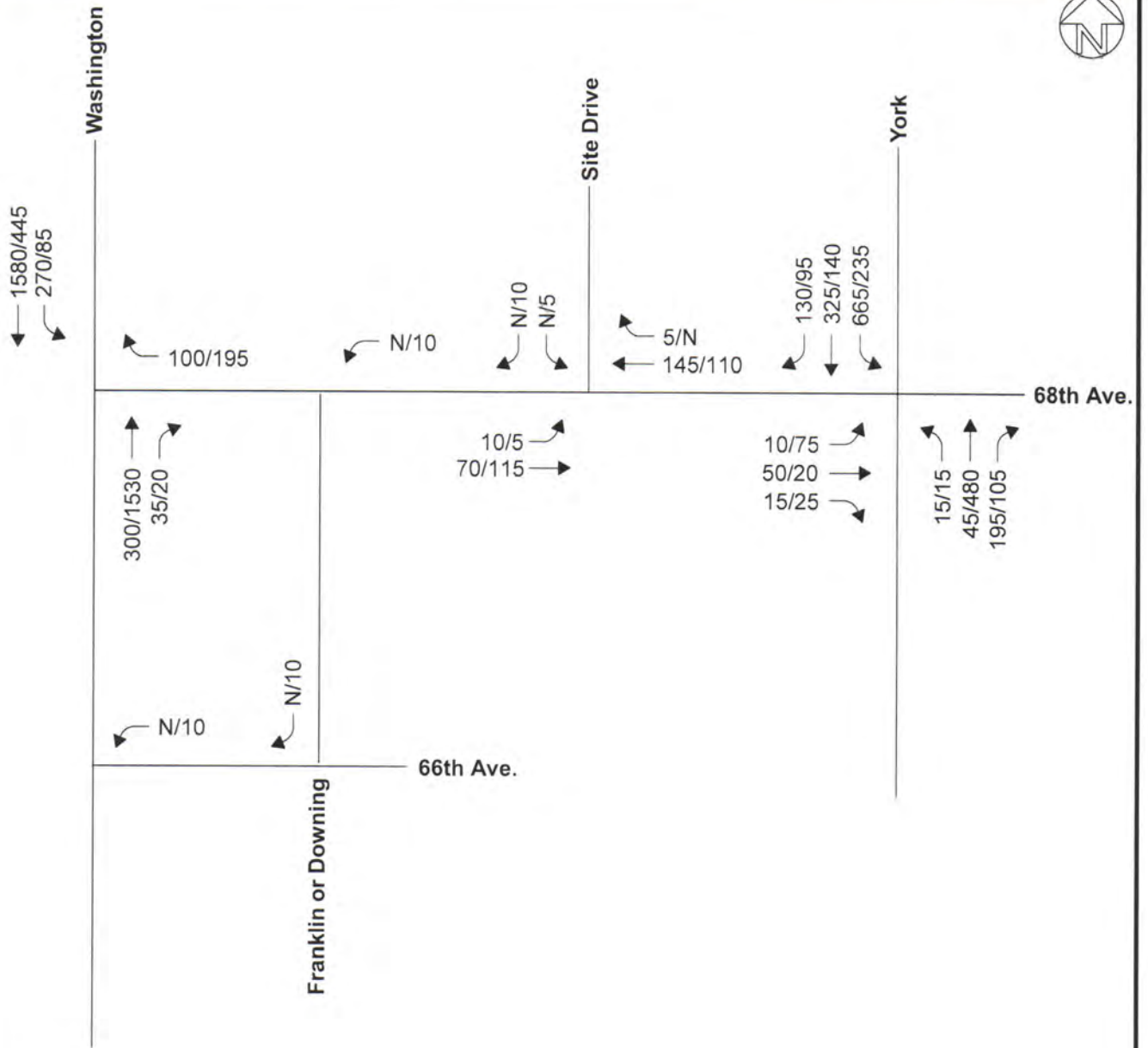


LEGEND: AM/PM Peak Hour

N = Nominal

NOTE: Rounded to nearest 5 vehicles.

Figure 9  
SHORT TERM TOTAL TRAFFIC



LEGEND: AM/PM Peak Hour  
N = Nominal

NOTE: Rounded to nearest 5 vehicles.

Figure 10  
LONG TERM TOTAL TRAFFIC

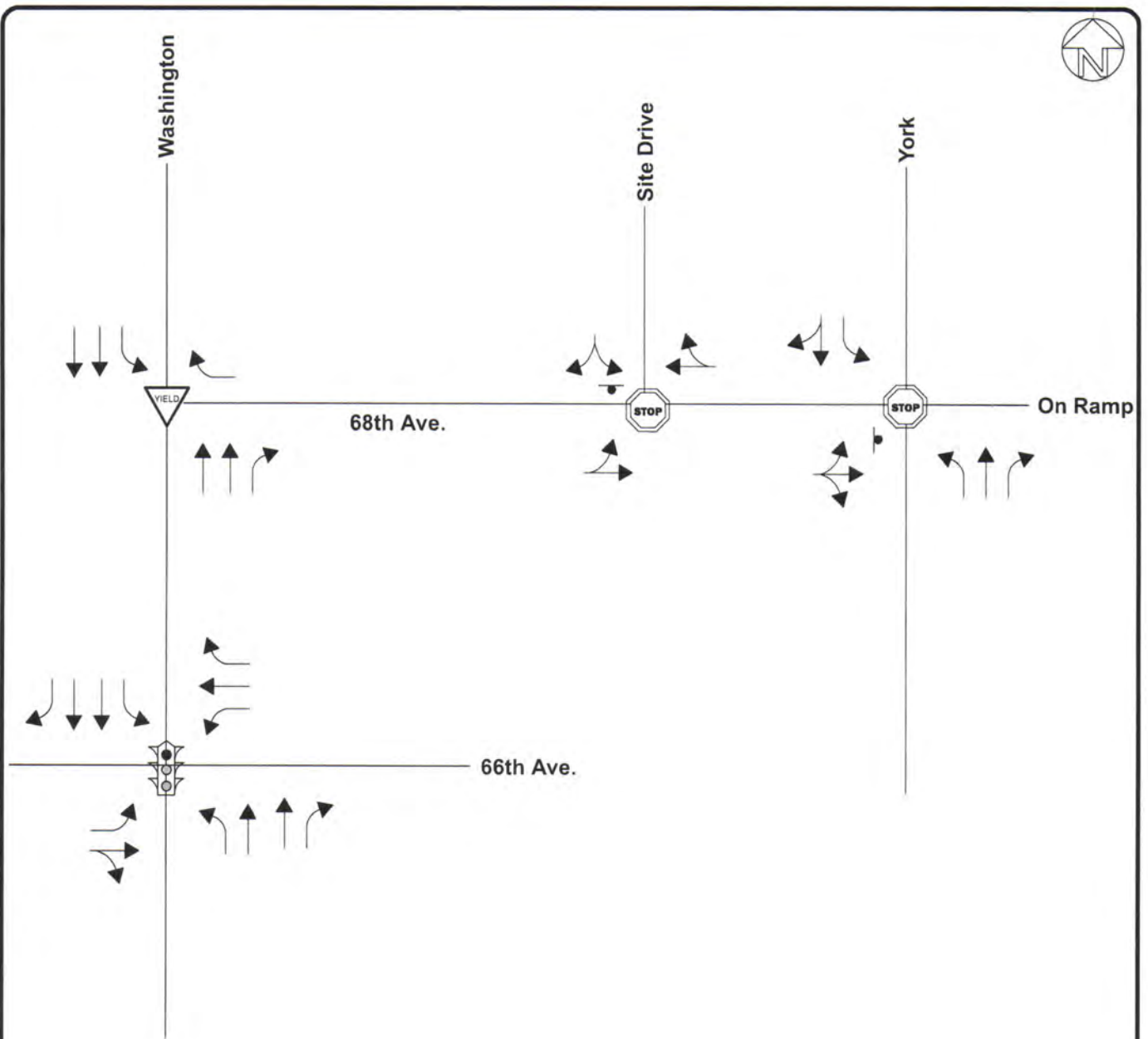


Figure 11

SHORT TERM ROADWAY TRAFFIC

SHORT TERM OPERATING CONDITIONS WITH PROJECT				
Intersection	Control	Movement/ Direction	Level of Service	
			AM Pk Hr.	PM Pk Hr.
Washington – 68 <sup>th</sup> Avenue	Yield	SB Left	A	C
		WB Right	A	B
68 <sup>th</sup> Avenue – York Street	Stop	EB All	F	C
		NB Left	A	A
		SB Left	A	A
68 <sup>th</sup> Avenue – Site Drive	Stop	EB Left	A	A
		SB All	A	A

As shown, very acceptable operations can be expected with Touchstone Marble and Granite fully built in the short-term. Capacity work sheets are available in Appendix C. It should be noted that overall intersection levels of service are expected to operate at LOS 'A or 'B" at all intersections. Sixty-eighth Street operations during the morning peak hour at York Street are hindered given a single lane approach, the interstate on-ramp, and traffic levels associated with the on-ramp.

### ***B. Long-Term Operating Conditions***

Long-term conditions were evaluated with Touchstone Marble and Granite. Future levels of service were calculated using the long-term total traffic shown on Figure 10 and the short term roadway geometry which is assumed retained through the long term timeframe.

LONG TERM OPERATING CONDITIONS WITH PROJECT				
Intersection	Control	Movement/ Direction	Level of Service	
			AM Pk Hr.	PM Pk Hr.
Washington – 68 <sup>th</sup> Avenue	Yield	SB Left	A	C
		WB Right	A	E
68 <sup>th</sup> Avenue – York Street	Stop	EB All	F	F
		NB Left	B	B
		SB Left	A	A
68 <sup>th</sup> Avenue – Site Drive	Stop	EB Left	A	A
		SB All	A	A

As shown above, acceptable long-term operating conditions are expected. Capacity worksheets are presented in Appendix D.

It should be noted that long term operating conditions will drop to LOS 'F' for east-bound traffic at the 68<sup>th</sup> Avenue – York Street intersection. This is not due to traffic associated with Touchstone but high traffic demands associated with the I-270 on-ramp. When warranted, traffic signals might be considered to improve intersection operations.

## VII. CONCLUSIONS

Based on the analyses, investigations, and findings documented in earlier sections of this report, the following can be concluded:

- Current roadway operations in the area of the Touchstone Marble and Granite site are acceptable during both peak hour periods.



- During the morning peak hour, turning traffic is significant at the 68<sup>th</sup> Avenue – York Street intersection given the demand to access I-270 at this location.
- Site traffic associated with build out of Touchstone Marble and Granite is expected to be 18 morning peak hour trips, 19 afternoon peak hour trips, and 139 trips per day.
- When distributed to the area roadway system, site traffic can be easily served by the existing roadway system.
- Touchstone Marble and Granite is not expected to produce any noticeable impact on the area roadway system.
- Traffic operations will be acceptable with the proposed development in both the short- and long-term time frames.
- When warranted by background traffic, traffic signal installation and associated roadway improvements on York Street are expected to improve operations at the York Street – 68<sup>th</sup> Avenue intersection.
- Touchstone Marble and Granite is viable from a traffic engineering perspective.

In summary, the traffic demands associated with Touchstone Marble and Granite can be easily accommodated by the existing street system. This is documented by the determination that acceptable operating conditions are anticipated in the vicinity of this development for the foreseeable future.

## APPENDIX A

Location: 68TH AVE E/O FRANKLIN ST  
City:  
County: ADAMS  
Direction: WESTBOUND-EASTBOUND

**COUNTER MEASURES INC.**  
1889 YORK STREET  
DENVER, COLORADO 80206  
303-333-7409

Site Code: 032011  
Station ID: 032011

Start Time	21-Mar-17 Tue	WB	EB	Total
12:00 AM		3	9	12
01:00		3	6	9
02:00		1	7	8
03:00		3	0	3
04:00		15	11	26
05:00		42	23	65
06:00		77	104	181
07:00		<b>94</b>	<b>140</b>	<b>234</b>
08:00		68	84	152
09:00		54	64	118
10:00		61	67	128
11:00		60	67	127
12:00 PM		72	82	154
01:00		72	<b>104</b>	176
02:00		72	74	146
03:00		82	88	170
04:00		<b>89</b>	90	<b>179</b>
05:00		74	76	150
06:00		23	48	71
07:00		18	28	46
08:00		7	17	24
09:00		6	10	16
10:00		6	11	17
11:00		5	4	9
Total		1007	1214	2221
Percent		45.3%	54.7%	
AM Peak	-	07:00	07:00	07:00
Vol.	-	94	140	234
PM Peak	-	16:00	13:00	16:00
Vol.	-	89	104	179
Grand Total		1007	1214	2221
Percent		45.3%	54.7%	
ADT	ADT 2,221		AADT 2,221	



Location: 68TH AVE E/O FRANKLIN ST  
City:  
County: ADAMS  
Direction: WESTBOUND-EASTBOUND

**COUNTER MEASURES INC.**  
1889 YORK STREET  
DENVER, COLORADO 80206  
303-333-7409

Site Code: 032011  
Station ID: 032011

Start Time	22-Mar-17 Wed	WB	EB	Total
12:00 AM		1	11	12
01:00		1	3	4
02:00		0	5	5
03:00		3	0	3
04:00		13	7	20
05:00		45	24	69
06:00		73	108	181
07:00		97	137	234
08:00		71	88	159
09:00		75	80	155
10:00		72	78	150
11:00		59	89	148
12:00 PM		83	84	167
01:00		61	89	150
02:00		62	74	136
03:00		85	96	181
04:00		90	73	163
05:00		66	71	137
06:00		22	40	62
07:00		19	33	52
08:00		6	19	25
09:00		6	12	18
10:00		2	10	12
11:00		3	3	6
Total		1015	1234	2249
Percent		45.1%	54.9%	
AM Peak	-	07:00	07:00	07:00
Vol.	-	97	137	234
PM Peak	-	16:00	15:00	15:00
Vol.	-	90	96	181
Grand Total		2022	2448	4470
Percent		45.2%	54.8%	
ADT		ADT 2,235	AADT 2,235	

# COUNTER MEASURES INC.

1889 YORK STREET  
DENVER, COLORADO  
303-333-7409

File Name : WASH68TH  
Site Code : 00000015  
Start Date : 3/22/2017  
Page No : 1

N/S STREET: WASHINGTON ST  
E/W STREET: 68TH AVE  
CITY:  
COUNTY: ADAMS

Groups Printed- VEHICLES

	WASHINGTON ST Southbound				68TH AVE Westbound				WASHINGTON ST Northbound				Eastbound				Int. Total
Start Time	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
07:00 AM	61	254	0	0	0	0	22	1	0	55	4	1	0	0	0	0	398
07:15 AM	55	269	0	0	0	0	23	0	0	51	6	0	0	0	0	0	404
07:30 AM	50	310	0	0	0	0	17	3	0	56	5	1	0	0	0	0	442
07:45 AM	50	338	0	0	0	0	20	0	0	59	5	0	0	0	0	1	473
Total	216	1171	0	0	0	0	82	4	0	221	20	2	0	0	0	1	1717
08:00 AM	38	222	0	0	0	0	7	0	0	65	11	0	0	0	0	0	343
08:15 AM	36	177	0	0	0	0	10	0	0	55	10	0	0	0	0	0	288
08:30 AM	31	148	0	0	0	0	28	0	0	68	7	0	0	0	0	0	282
08:45 AM	18	107	0	0	0	0	24	0	0	57	11	0	0	0	0	0	217
Total	123	654	0	0	0	0	69	0	0	245	39	0	0	0	0	0	1130
04:00 PM	15	74	0	0	0	0	41	1	0	216	6	0	0	0	0	0	353
04:15 PM	12	76	0	0	0	0	27	0	0	242	2	1	0	0	0	0	360
04:30 PM	24	84	0	0	0	0	48	0	0	282	6	1	0	0	0	0	445
04:45 PM	16	85	0	0	0	0	39	0	0	288	6	0	0	0	0	0	434
Total	67	319	0	0	0	0	155	1	0	1028	20	2	0	0	0	0	1592
05:00 PM	16	84	0	0	0	0	43	2	0	323	4	1	0	0	0	0	473
05:15 PM	14	57	0	0	0	0	25	0	0	252	6	0	0	0	0	0	354
05:30 PM	14	73	0	0	0	0	22	0	0	262	4	0	0	0	0	0	375
05:45 PM	6	65	0	0	0	0	17	0	0	189	5	0	0	0	0	0	282
Total	50	279	0	0	0	0	107	2	0	1026	19	1	0	0	0	0	1484
Grand Total	456	2423	0	0	0	0	413	7	0	2520	98	5	0	0	0	1	5923
Apprch %	15.8	84.2	0.0	0.0	0.0	0.0	98.3	1.7	0.0	96.1	3.7	0.2	0.0	0.0	0.0	100.0	
Total %	7.7	40.9	0.0	0.0	0.0	0.0	7.0	0.1	0.0	42.5	1.7	0.1	0.0	0.0	0.0	0.0	

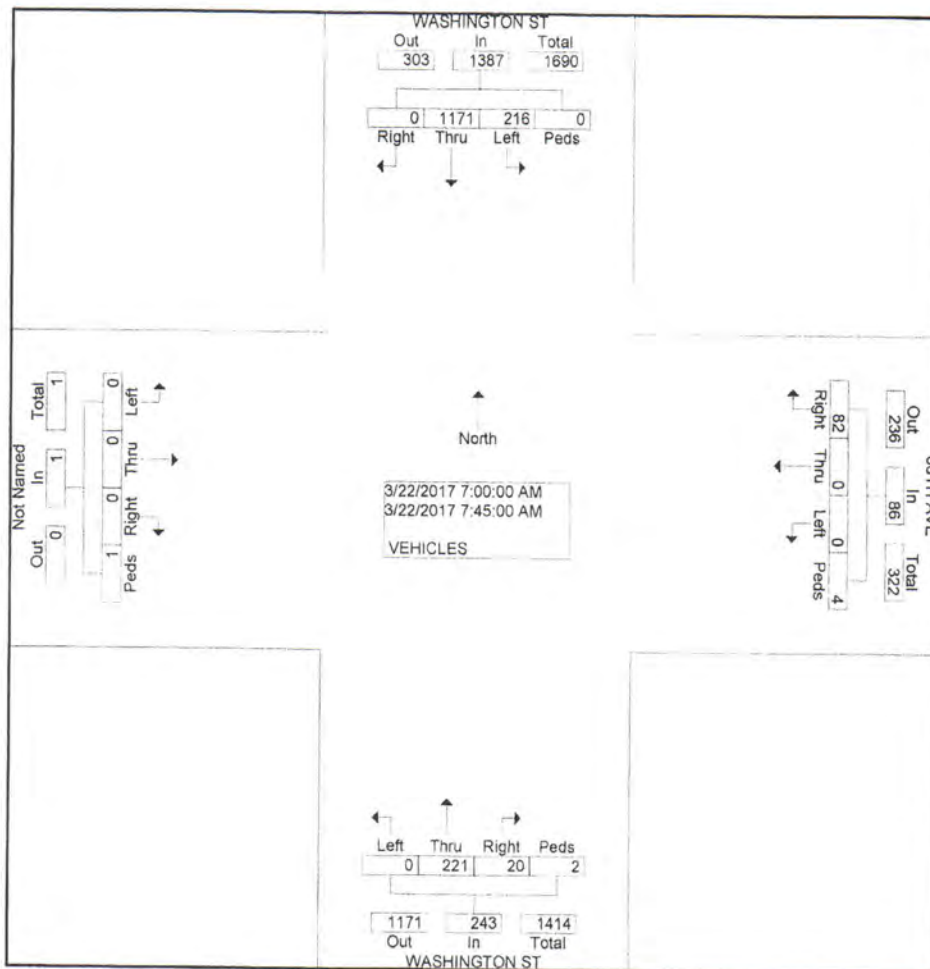
# COUNTER MEASURES INC.

1889 YORK STREET  
DENVER, COLORADO  
303-333-7409

N/S STREET: WASHINGTON ST  
E/W STREET: 68TH AVE  
CITY:  
COUNTY: ADAMS

File Name : WASH68TH  
Site Code : 00000015  
Start Date : 3/22/2017  
Page No : 2

	WASHINGTON ST Southbound					68TH AVE Westbound					WASHINGTON ST Northbound					Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour From 07:00 AM to 09:00 AM - Peak 1 of 1																					
Intersection	07:00 AM																				
Volume	216	117	0	0	1387	0	0	82	4	86	0	221	20	2	243	0	0	0	1	1	1717
Percent	15.6	84.4	0.0	0.0		0.0	0.0	95.3	4.7		0.0	90.9	8.2	0.8		0.0	0.0	0.0	100.0		
07:45																					
Volume	50	338	0	0	388	0	0	20	0	20	0	59	5	0	64	0	0	0	1	1	473
Peak Factor	0.908																				
High Int.	07:45 AM																				
Volume	50	338	0	0	388	0	0	22	1	23	0	59	5	0	64	0	0	0	1	1	
Peak Factor	0.89					0.93					0.94					0.25					0



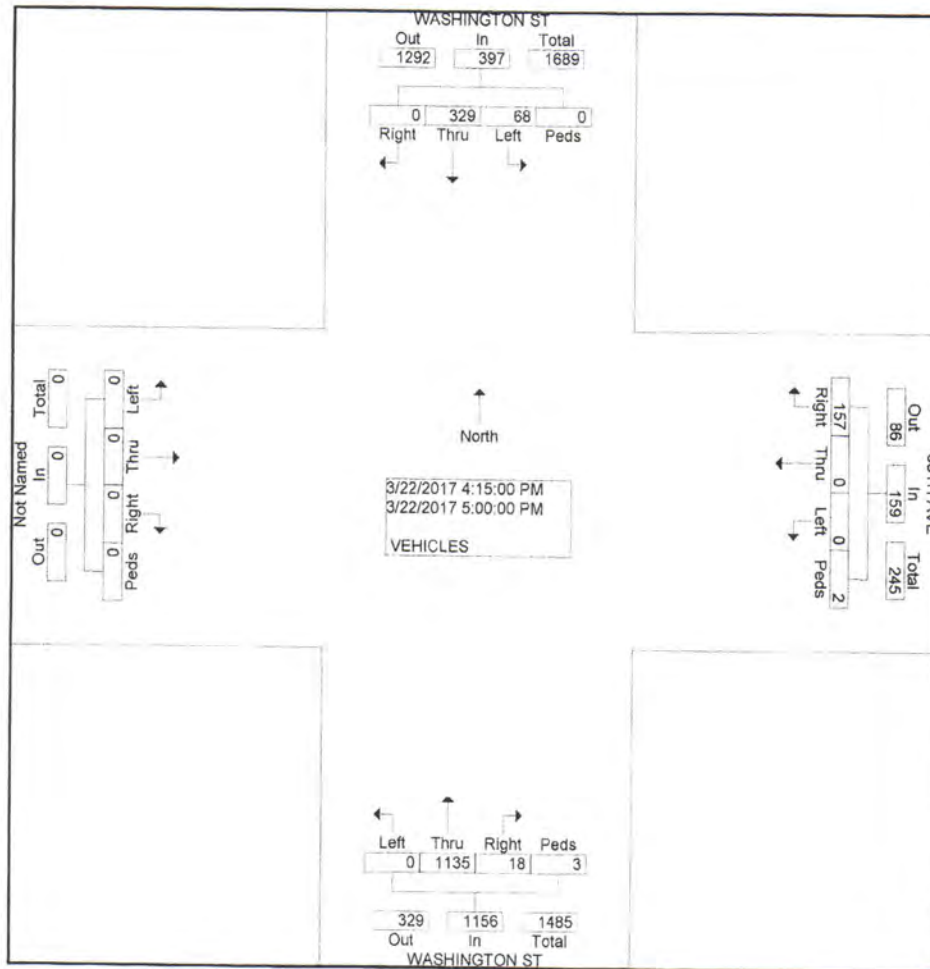
# COUNTER MEASURES INC.

1889 YORK STREET  
DENVER, COLORADO  
303-333-7409

N/S STREET: WASHINGTON ST  
E/W STREET: 68TH AVE  
CITY:  
COUNTY: ADAMS

File Name : WASH68TH  
Site Code : 00000015  
Start Date : 3/22/2017  
Page No : 2

	WASHINGTON ST Southbound					68TH AVE Westbound					WASHINGTON ST Northbound					Eastbound					Int.
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Total
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Intersection	04:15 PM																				
Volume	68	329	0	0	397	0	0	157	2	159	0	113	18	3	1156	0	0	0	0	0	1712
Percent	17.1	82.9	0.0	0.0		0.0	0.0	98.7	1.3		0.0	98.2	1.6	0.3		0.0	0.0	0.0	0.0		
05:00 Volume	16	84	0	0	100	0	0	43	2	45	0	323	4	1	328	0	0	0	0	0	473
Peak Factor																					0.905
High Int.	04:30 PM					04:30 PM					05:00 PM										
Volume	24	84	0	0	108	0	0	48	0	48	0	323	4	1	328						
Peak Factor					0.919					0.828					0.881						



## APPENDIX B

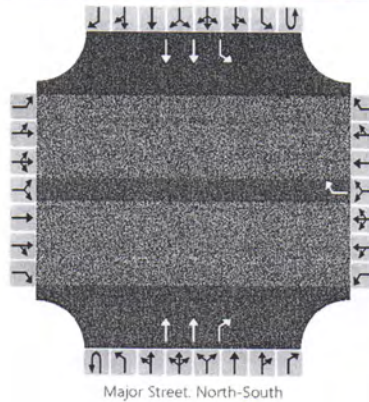


# HCS 2010 Two-Way Stop Control Summary Report

## General Information

Analyst		Intersection	WASHINGTON & 68TH
Agency/Co.		Jurisdiction	
Date Performed	3/28/2017	East/West Street	68TH
Analysis Year	2017	North/South Street	WASHINGTON
Time Analyzed	EX AM PM	Peak Hour Factor	0.92
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description			

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	0	1	0	0	2	1	0	1	2	0
Configuration								R			T	R		L	T	
Volume (veh/h)								157			1135	18		68	329	
Percent Heavy Vehicles								3						3		
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Left Only															
Median Storage	1															

## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)							171							74		
Capacity							430							545		
v/c Ratio							0.40							0.14		
95% Queue Length							1.9							0.5		
Control Delay (s/veh)							18.8							12.6		
Level of Service (LOS)							C							B		
Approach Delay (s/veh)					18.8								2.2			
Approach LOS					C											



# HCS 2010 Two-Way Stop Control Summary Report

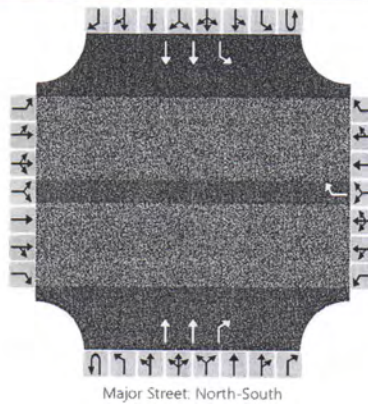
## General Information

Analyst	
Agency/Co.	
Date Performed	3/28/2017
Analysis Year	2017
Time Analyzed	EX <u>AM</u> PM
Intersection Orientation	North-South
Project Description	

## Site Information

Intersection	WASHINGTON & 68TH
Jurisdiction	
East/West Street	68TH
North/South Street	WASHINGTON
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	0	1	0	0	2	1	0	1	2	0
Configuration								R			T	R		L	T	
Volume (veh/h)								82			221	20		216	1171	
Percent Heavy Vehicles								3						3		
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Left Only															
Median Storage	1															

## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)							89						235		
Capacity							906						1292		
v/c Ratio							0.10						0.18		
95% Queue Length							0.3						0.7		
Control Delay (s/veh)							9.4						8.4		
Level of Service (LOS)							A						A		
Approach Delay (s/veh)					9.4							1.3			
Approach LOS					A										



# HCS 2010 Two-Way Stop Control Summary Report

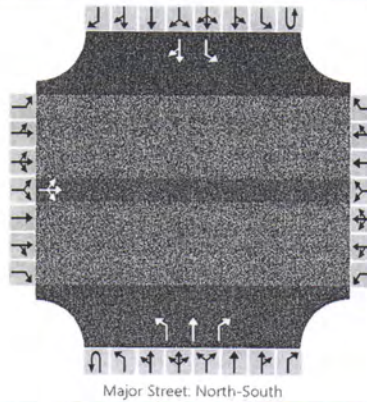
## General Information

Analyst	
Agency/Co.	
Date Performed	3/28/2017
Analysis Year	2017
Time Analyzed	EX AM PM
Intersection Orientation	North-South
Project Description	

## Site Information

Intersection	YORK & 68TH aVE
Jurisdiction	
East/West Street	68TH
North/South Street	YORK
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	1	1	1	0	1	1	0
Configuration			LTR							L	T	R		L		TR
Volume (veh/h)		4	22	13						8	33	146		492	241	95
Percent Heavy Vehicles		3	3	3						3				3		
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Left Only															
Median Storage	1															

## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)			42							9				535		
Capacity			124							1187				1370		
v/c Ratio			0.34							0.01				0.39		
95% Queue Length			1.4							0.0				1.9		
Control Delay (s/veh)			48.2							8.1				9.3		
Level of Service (LOS)			E							A				A		
Approach Delay (s/veh)	48.2								0.4				5.5			
Approach LOS	E															



# HCS 2010 Two-Way Stop Control Summary Report

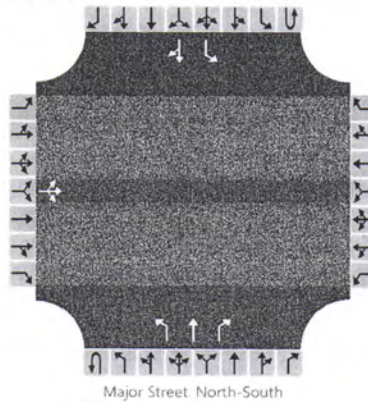
## General Information

Analyst	
Agency/Co.	
Date Performed	3/28/2017
Analysis Year	2017
Time Analyzed	EX AM PM
Intersection Orientation	North-South
Project Description	

## Site Information

Intersection	YORK & 68TH aVE
Jurisdiction	
East/West Street	68TH
North/South Street	YORK
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	1	1	1	0	1	1	0
Configuration			LTR							L	T	R		L		TR
Volume (veh/h)		62	11	19						12	356	77		188	102	71
Percent Heavy Vehicles		3	3	3						3				3		
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Left Only															
Median Storage	1															

## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)			100						13					204		
Capacity			401						1379					1084		
v/c Ratio			0.25						0.01					0.19		
95% Queue Length			1.0						0.0					0.7		
Control Delay (s/veh)			16.9						7.6					9.1		
Level of Service (LOS)			C						A					A		
Approach Delay (s/veh)	16.9								0.2			4.7				
Approach LOS	C															

## APPENDIX C

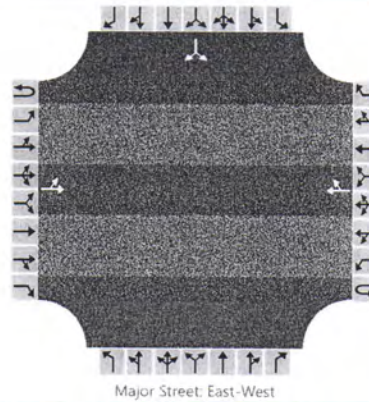


# HCS 2010 Two-Way Stop Control Summary Report

## General Information

Analyst		Intersection	68TH - SITE DRIVE
Agency/Co.		Jurisdiction	
Date Performed	3/28/2017	East/West Street	
Analysis Year	2020	North/South Street	
Time Analyzed	ST <b>AM</b> PM	Peak Hour Factor	0.92
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description			

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	0	0
Configuration		LT						TR							LR	
Volume (veh/h)		10	145				100	5						5		5
Percent Heavy Vehicles		3												3		3
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Undivided															
Median Storage																

## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)		11													10	
Capacity		1467													796	
v/c Ratio		0.01													0.01	
95% Queue Length		0.0													0.0	
Control Delay (s/veh)		7.5													9.6	
Level of Service (LOS)		A													A	
Approach Delay (s/veh)	0.5												9.6			
Approach LOS													A			



# HCS 2010 Two-Way Stop Control Summary Report

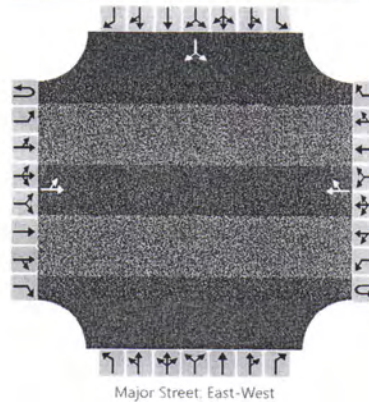
## General Information

Analyst	
Agency/Co.	
Date Performed	3/28/2017
Analysis Year	2020
Time Analyzed	ST AM <b>PM</b>
Intersection Orientation	East-West
Project Description	

## Site Information

Intersection	68TH - SITE DRIVE
Jurisdiction	
East/West Street	
North/South Street	
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	0	0
Configuration		LT						TR							LR	
Volume (veh/h)		5	105				95	5						5		10
Percent Heavy Vehicles		3												3		3
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Undivided															
Median Storage																

## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)		5													16	
Capacity		1475													875	
v/c Ratio		0.00													0.02	
95% Queue Length		0.0													0.1	
Control Delay (s/veh)		7.4													9.2	
Level of Service (LOS)		A													A	
Approach Delay (s/veh)	0.3												9.2			
Approach LOS													A			

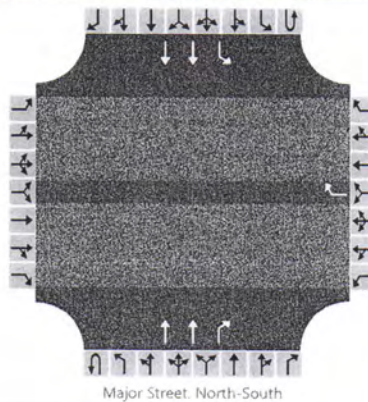


# HCS 2010 Two-Way Stop Control Summary Report

## General Information

Analyst		Intersection	WASHINGTON & 68TH
Agency/Co.		Jurisdiction	
Date Performed	3/28/2017	East/West Street	68TH
Analysis Year	2020	North/South Street	WASHINGTON
Time Analyzed	ST AM PM	Peak Hour Factor	0.92
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description			

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	0	1	0	0	2	1	0	1	2	0
Configuration								R			T	R		L	T	
Volume (veh/h)								85			230	30		230	1230	
Percent Heavy Vehicles								3						3		
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Left Only															
Median Storage	1															

## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)								92							250		
Capacity								899							1269		
v/c Ratio								0.10							0.20		
95% Queue Length								0.3							0.7		
Control Delay (s/veh)								9.5							8.5		
Level of Service (LOS)								A							A		
Approach Delay (s/veh)					9.5								1.3				
Approach LOS					A												



# HCS 2010 Two-Way Stop Control Summary Report

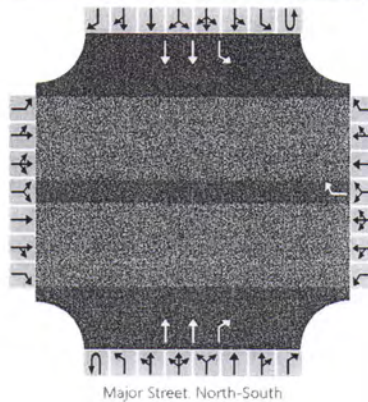
## General Information

Analyst	
Agency/Co.	
Date Performed	3/28/2017
Analysis Year	2020
Time Analyzed	ST AM PM
Intersection Orientation	North-South
Project Description	

## Site Information

Intersection	WASHINGTON & 68TH
Jurisdiction	
East/West Street	68TH
North/South Street	WASHINGTON
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	0	1	0	0	2	1	0	1	2	0
Configuration								R			T	R		L	T	
Volume (veh/h)								170			1190	20		70	345	
Percent Heavy Vehicles								3						3		
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Left Only															
Median Storage	1															

## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)							185							76		
Capacity							412							517		
v/c Ratio							0.45							0.15		
95% Queue Length							2.3							0.5		
Control Delay (s/veh)							20.7							13.2		
Level of Service (LOS)							C							B		
Approach Delay (s/veh)					20.7								2.2			
Approach LOS					C											



# HCS 2010 Two-Way Stop Control Summary Report

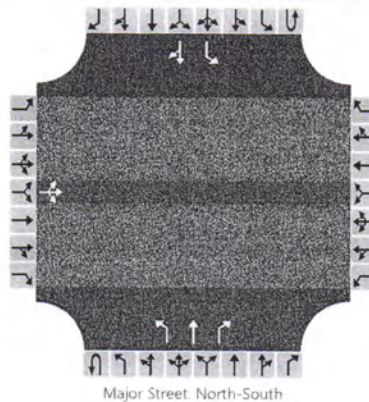
## General Information

Analyst	
Agency/Co.	
Date Performed	3/28/2017
Analysis Year	2020
Time Analyzed	ST AM PM
Intersection Orientation	North-South
Project Description	

## Site Information

Intersection	YORK & 68TH aVE
Jurisdiction	
East/West Street	68TH
North/South Street	YORK
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	1	1	1	0	1	1	0
Configuration			LTR							L	T	R		L		TR
Volume (veh/h)		10	25	15						15	35	155		515	250	100
Percent Heavy Vehicles		3	3	3						3				3		
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Left Only															
Median Storage	1															

## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)			54							16				560		
Capacity			114							1171				1358		
v/c Ratio			0.47							0.01				0.41		
95% Queue Length			2.1							0.0				2.1		
Control Delay (s/veh)			62.2							8.1				9.5		
Level of Service (LOS)			F							A				A		
Approach Delay (s/veh)	62.2								0.6				5.7			
Approach LOS	F															



# HCS 2010 Two-Way Stop Control Summary Report

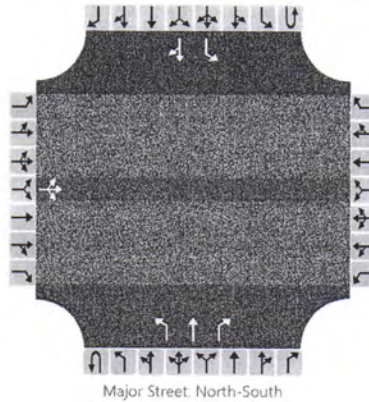
## General Information

Analyst	
Agency/Co.	
Date Performed	3/28/2017
Analysis Year	2020
Time Analyzed	ST AM PM
Intersection Orientation	North-South
Project Description	

## Site Information

Intersection	YORK & 68TH aVE
Jurisdiction	
East/West Street	68TH
North/South Street	YORK
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	1	1	1	0	1	1	0
Configuration			LTR							L	T	R		L		TR
Volume (veh/h)		65	15	20						15	375	80		200	105	75
Percent Heavy Vehicles		3	3	3						3				3		
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Left Only															
Median Storage	1															

## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)			109							16				217		
Capacity			366							1369				1062		
v/c Ratio			0.30							0.01				0.20		
95% Queue Length			1.2							0.0				0.8		
Control Delay (s/veh)			19.0							7.7				9.3		
Level of Service (LOS)			C							A				A		
Approach Delay (s/veh)	19.0								0.2				4.9			
Approach LOS	C															



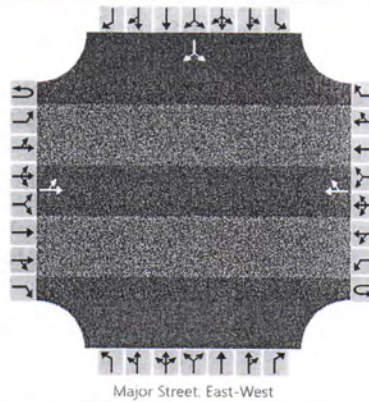
## APPENDIX D

# HCS 2010 Two-Way Stop Control Summary Report

## General Information

Analyst		Intersection	68TH - SITE DRIVE
Agency/Co.		Jurisdiction	
Date Performed	3/28/2017	East/West Street	
Analysis Year	2037	North/South Street	
Time Analyzed	LT AM PM	Peak Hour Factor	0.92
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description			

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	0	0
Configuration		LT						TR							LR	
Volume (veh/h)		10	70				145	5						5		5
Percent Heavy Vehicles		3												3		3
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Undivided															
Median Storage																

## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)		11													10	
Capacity		1408													794	
v/c Ratio		0.01													0.01	
95% Queue Length		0.0													0.0	
Control Delay (s/veh)		7.6													9.6	
Level of Service (LOS)		A													A	
Approach Delay (s/veh)	1.0												9.6			
Approach LOS													A			



# HCS 2010 Two-Way Stop Control Summary Report

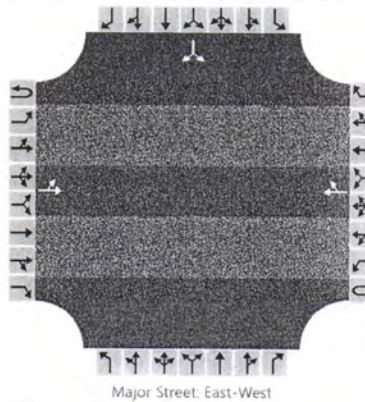
## General Information

Analyst	
Agency/Co.	
Date Performed	3/28/2017
Analysis Year	2037
Time Analyzed	LT AM <b>PM</b>
Intersection Orientation	East-West
Project Description	

## Site Information

Intersection	68TH - SITE DRIVE
Jurisdiction	
East/West Street	
North/South Street	
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	0	0
Configuration		LT						TR							LR	
Volume (veh/h)		5	115				110	5						5		10
Percent Heavy Vehicles		3												3		3
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Undivided															
Median Storage																

## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)		5													16	
Capacity		1454													852	
v/c Ratio		0.00													0.02	
95% Queue Length		0.0													0.1	
Control Delay (s/veh)		7.5													9.3	
Level of Service (LOS)		A													A	
Approach Delay (s/veh)	0.3												9.3			
Approach LOS													A			



# HCS 2010 Two-Way Stop Control Summary Report

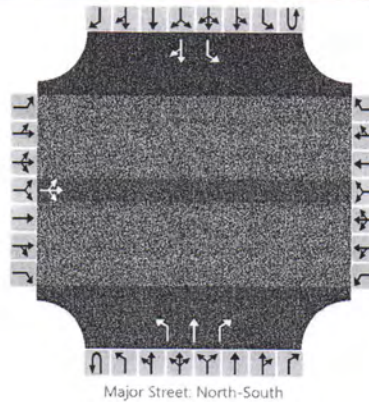
## General Information

Analyst	
Agency/Co.	
Date Performed	3/28/2017
Analysis Year	2037
Time Analyzed	LT AM PM
Intersection Orientation	North-South
Project Description	

## Site Information

Intersection	YORK & 68TH aVE
Jurisdiction	
East/West Street	68TH
North/South Street	YORK
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	1	1	1	0	1	1	0
Configuration			LTR							L	T	R		L		TR
Volume (veh/h)		5	50	15						15	45	195		665	325	130
Percent Heavy Vehicles		3	3	3						3				3		
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Left Only															
Median Storage	1															

## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)			75							16				723		
Capacity			37							1063				1296		
v/c Ratio			2.01							0.02				0.56		
95% Queue Length			8.2							0.0				3.6		
Control Delay (s/veh)			699.8							8.4				11.2		
Level of Service (LOS)			F							A				B		
Approach Delay (s/veh)	699.8								0.5				6.7			
Approach LOS	F															



# HCS 2010 Two-Way Stop Control Summary Report

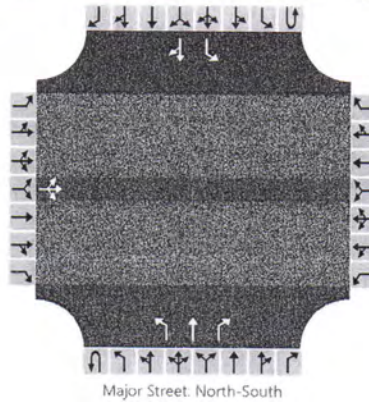
## General Information

Analyst	
Agency/Co.	
Date Performed	3/28/2017
Analysis Year	2037
Time Analyzed	LT AM PM
Intersection Orientation	North-South
Project Description	

## Site Information

Intersection	YORK & 68TH aVE
Jurisdiction	
East/West Street	68TH
North/South Street	YORK
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	1	1	1	0	1	1	0
Configuration			LTR							L	T	R		L		TR
Volume (veh/h)		75	20	25						15	480	105		235	140	95
Percent Heavy Vehicles		3	3	3						3				3		
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Left Only															
Median Storage	1															

## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)			131							16				255		
Capacity			277							1303				942		
v/c Ratio			0.47							0.01				0.27		
95% Queue Length			2.4							0.0				1.1		
Control Delay (s/veh)			29.1							7.8				10.2		
Level of Service (LOS)			D							A				B		
Approach Delay (s/veh)	29.1								0.2				5.1			
Approach LOS	D															



# HCS 2010 Two-Way Stop Control Summary Report

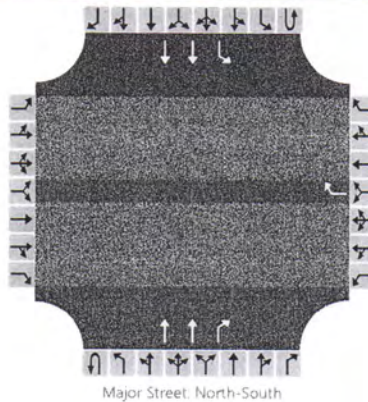
## General Information

Analyst	
Agency/Co.	
Date Performed	3/28/2017
Analysis Year	2037
Time Analyzed	LT AM PM
Intersection Orientation	North-South
Project Description	

## Site Information

Intersection	WASHINGTON & 68TH
Jurisdiction	
East/West Street	68TH
North/South Street	WASHINGTON
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	0	1	0	0	2	1	0	1	2	0
Configuration								R			T	R		L	T	
Volume (veh/h)								100			300	35		270	1580	
Percent Heavy Vehicles								3						3		
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Left Only															
Median Storage	1															

## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)							109							293		
Capacity							850							1184		
v/c Ratio							0.13							0.25		
95% Queue Length							0.4							1.0		
Control Delay (s/veh)							9.9							9.0		
Level of Service (LOS)							A							A		
Approach Delay (s/veh)				9.9						1.3						
Approach LOS				A												



# HCS 2010 Two-Way Stop Control Summary Report

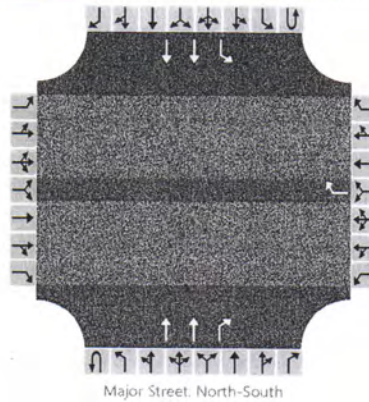
## General Information

Analyst	
Agency/Co.	
Date Performed	3/28/2017
Analysis Year	2037
Time Analyzed	LT AM PM
Intersection Orientation	North-South
Project Description	

## Site Information

Intersection	WASHINGTON & 68TH
Jurisdiction	
East/West Street	68TH
North/South Street	WASHINGTON
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	0	1	0	0	2	1	0	1	2	0
Configuration								R			T	R		L	T	
Volume (veh/h)								195			1530	20		85	445	
Percent Heavy Vehicles								3						3		
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Left Only															
Median Storage	1															

## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)							212							92		
Capacity							310							371		
v/c Ratio							0.68							0.25		
95% Queue Length							4.7							1.0		
Control Delay (s/veh)							38.3							17.9		
Level of Service (LOS)							E							C		
Approach Delay (s/veh)						38.3								2.9		
Approach LOS						E										

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:** 8/1/2016

**Project Number:** PRC2016-00009

**Project Name:** Touchstone Rezone

**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:

---

**Commenting Division:** Building Review

**Name of Reviewer:** Justin Blair **Date:**

07/08/2016

**Email:** jblair@adcogov.org

**No Comment**



---

**Commenting Division:** Engineering Review

**Name of Reviewer:** Greg Labrie

**Date:** 07/05/2016

**Email:** glabrie@adcogov.org

**Complete**

Eng1; Flood Insurance Rate Map – FIRM Panel # (08001C0604H), Federal Emergency Management Agency, March 5, 2007. According to the above reference, the project site is NOT located within a delineated 100-year flood hazard zone; A floodplain use permit will not be required.

Eng2; The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. The project site is not within the County's MS4 Stormwater Permit area. The installation of erosion and sediment control BMPs are expected.

Eng3; A drainage report and drainage plans, in accordance to Chapter 9 of the Adams County Development Review Manual, are required to be completed by a registered professional engineer and submitted to Adams County for review and final approval.

Eng4; The developer is required to construct roadway improvements adjacent to the proposed site. Roadway improvements will consist of curb, gutter and sidewalk adjacent to the site and, any roadway improvements as required by the approved traffic impact study.

Eng5; A traffic impact study is required to be submitted to Adams County for review and approval.

Eng6; 68th Avenue is classified as a Collector Street, per Table 8.4 private access onto a Collector Street for single-family residence and business is not allowed unless access to a lower function category street is not available. Access shall not be provided to an individual or to a contiguous parcels under the same ownership unless it can be shown that additional access would not be detrimental to the safety and operation of the highway, or allowing only one access would be in conflict with local safety regulations, and the additional access would not be detrimental to public health, safety and welfare.

Eng6; The parcel is not located in a Natural Resource Conservation District (NRCO). An environmental assessment for the site is not required.

---

**Commenting Division:** Environmental Analyst Review

**Name of Reviewer:** Jen Rutter

**Date:** 07/08/2016

**Email:** jrutter@adcogov.org

**No Comment**

---

**Commenting Division:** Parks Review

**Name of Reviewer:** Aaron Clark

**Date:** 07/01/2016

**Email:** aclark@adcogov.org

**No Comment**

---

**Commenting Division:** Planner Review

**Name of Reviewer:** Chris LaRue

**Date:** 07/29/2016

**Email:** clarue@adcogov.org

### **Resubmittal Required**

PLN1. Request is for a Rezoning from A-1 to I-1 with a Conditional Use Permit (CUP) to allow a Heavy Industrial use (stone & clay products) business within the I-1 zone.

PLN2. **Please clarify your intended request.** Your explanation is not clear. It appears you are requesting a rezoning to I-1 with a CUP. It also appears you are requesting a 20 year term for the CUP, however, you stated a preference for I-2 zoning. Please let us know your exact request. As we had stated in our conceptual review comments staff would anticipate being unfavorable to I-2 zoning.

PLN3. Per Section 3-23-01 the purpose of the I-1 District is to provide a general commercial and restricted industrial district designed to provide for a variety of compatible business, warehouse, wholesale, offices and very limited industrial uses.

PLN4. Per Section 3-23, I-1 zoned lots shall meet the following standards:

- a. Be at least 1 acre in size.
- b. Have at least 100 feet of lot width.
- c. Meet the required setbacks: 50 feet front setback, 15 foot rear setback; & 15 feet one side 5 feet on the other for side setbacks. 0 foot setbacks can be approved for fireproof structures. Section Line setbacks must be 145 feet. State Highway or arterial setbacks must be 75 feet.
- d. Maximum height of a principal structure is 60 feet.
- e. Your site would appear to meet the minimum requirements of the I-1 zone.

PLN4. Per Section 2-02-13 & 2-02-08, the Board of County Commissioners is the final decision authority to review and approve/deny a Rezoning and CUP request. Per the noted sections the requests are reviewed by the Planning Commission as well.

PLN5. Site is located in the Industrial future land use. Industrial areas are intended to provide a setting for a wide range of employment uses, including manufacturing, warehouses, distribution, and other industries. These areas may also include limited supporting uses such as retail, outdoor storage. Key considerations at the edges of industrial areas include limiting or buffering noise, vehicle, appearance, and other impacts of industrial uses on nearby nonresidential uses. You did provide or suggest any mitigation measures for the proposed use to the surrounding residential uses. This needs to be addressed both in written form and on a plan. See comments under PLN 6.

PLN6. The site would be required to conform to the County's landscaping and screening requirements. Section 4-16 lists the required lot landscaping. At least 10% of the site shall be landscaped. Bufferyard D (Section 4-16-18-01) would be required on the eastern property line where residential properties are located. **You need to provide a landscaping plan that will meet code with your application.** This is important given the residential uses to the east. Conditions will be placed on the CUP to lessen the impacts to surrounding uses if this is considered for approval.

PLN7. Please review Section 4-12 regarding parking requirements and demonstrate adequate parking. **You did not provide an analysis that shows how you meet the parking requirement.**

PLN8. Review section 4-10-02-05-07 regarding outdoor storage. Storage shall be screened and landscaped. Storage may not exceed the height of the screen fence. Storage may not exceed the size of the structures located on the property.

PLN9. **Review sections 4-10-01 & 4-10-02-07 regarding General Performance and Light Industrial General performance standards. Do you meet these requirements?**

PLN10. **What are your intentions for the existing structures on the property?** Single family home uses are not permitted within any of the industrial zones. A caretakers dwelling could be established, however, an additional CUP would be required. Please review Section 4-03-04-02-01. You did not address this issue.

Please provide a response.

---

**Commenting Division:** Planner Review

**Name of Reviewer:** Chris LaRue

**Date:** 07/29/2016

**Email:**

**Resubmittal Required**

PLN11.PLN14. Please review Section 4-13 regarding Operational Standards. Within this section you will find requirements for lighting, vibration, noise, dust and debris control, and odor. Do you comply with the requirements?

PLN12. Provide responses to each of the referral agency comments we have received.

PLN13. Provide responses to each of the property owner referrals we received. How will you address their concerns?

---

**Commenting Division:** ROW Review

**Name of Reviewer:** Robert Kovacs

**Date:** 07/29/2016

**Email:** bkovacs@adcogov.org

**Complete**

ROW1: An additional 10' of ROW is requested in regard to issuance of this Conditional Use Permit. This is in accord with the 2012 Transportation Plan approved by the Adams County, Board of County Commissioners which classifies this street as a Collector Street. Requested right-of-way is to be from the west boundary of the property eastward for 190'. East-west dimension is in light of the Improvement Survey Plat submitted by the applicant showing the existing building at this address to be 19.4 feet north of the existing property line and the absence of any Capital Improvement Project planned for this roadway.

ROW2: Said right-of-way request is also subject to any further increase of right-of-way that may be determined by required traffic impact study.

ROW3: A drainage easement to the County is required for any detention pond that is created due to drainage infrastructure requirements determined by the drainage report and drainage plans indicated in comment Eng3. The County has standard language for these easements. The legal description of the pond area needs to be created by a Licensed Professional land Surveyor.

ROW4: A title commitment should be secured in conjunction with construction of proposed new building on this property. This will ensure that building at proposed site does not encroach on another party's rights. A copy should be sent to Adams County to facilitate review.

**From:** [Ben Dahlman](#)  
**To:** [Chris LaRue](#)  
**Subject:** RE: PRC2016-00009 Touchstone Granite Rezone  
**Date:** Tuesday, July 05, 2016 10:00:41 AM

---

Hi Chris, I have no comments related to this case. Ben

---

**From:** Chris LaRue  
**Sent:** Friday, July 01, 2016 4:24 PM  
**To:** Aaron Clark; Amanda Overton; Ben Dahlman; Brigitte Grimm; Christine Francescani; Eric Guenther; Greg Labrie; Jen Rutter; Justin Blair; Marc Pedrucci; Mark Moskowitz; Matthew Emmens; Michael Kaiser; Nathan Mosley; Nikki Blair; Patsy Melonakis; Robert Kovacs; Tonia Fuller; Andy San Nicolas  
**Subject:** PRC2016-00009 Touchstone Granite Rezone

The Adams County Planning Commission and Board of County Commissioners are requesting comments on the following request:

**1) Rezoning from Agriculture-1 (A-1) to Industrial-1 (I-1); & 2) Conditional Use Permit to allow a Heavy Industrial Use (a stone & marble counter top business) in the I-1 zone district.**

This request is located at: 2021 E 68TH AVE

The Assessor's Parcel Number is: 0182502100027

Applicant Information: Touch Stone Granite & Marble Inc  
JAMES PFLIPSEN  
6051 N WASHINGTON ST, UNIT A  
DENVER, CO 80216

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 **07/27/2016** 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](mailto:CLaRue@adcogov.org). 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](http://www.adcogov.org/planning/currentcases).

Thanks,

**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 | [clarue@adcogov.org](mailto:clarue@adcogov.org)

[www.adcogov.org](http://www.adcogov.org)

**From:** [Jennifer Lothrop](#)  
**To:** [Chris LaRue](#)  
**Cc:** [Brigitte Grimm](#)  
**Subject:** PRC2016-00009 Touchstone Rezone  
**Date:** Tuesday, July 05, 2016 12:45:04 PM  
**Attachments:** [Request for comments packet.pdf](#)  
[image001.png](#)

---

Case Name: Touchstone Rezone  
Case Number: PRC2016-00009  
Parcel #'s 0182502100027

The above mentioned parcel is paid in full, therefore, the Treasurer's Office has no negative input regarding this request.

**Jennifer Lothrop**  
Treasurer Technician

Adams County Treasurer's Office  
4430 S. Adams County Pkwy., Ste. C2436  
Brighton, CO 80601  
720.523.6761 | [www.adcotax.com](http://www.adcotax.com)  
Mon. - Fri. 7am - 5pm



Adams County Mission

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



## Exhibit 4.2

**From:** [Loeffler - CDOT, Steven](#)  
**To:** [Chris LaRue](#)  
**Subject:** PRC2016-00009, Touchstone Rezone  
**Date:** Tuesday, July 05, 2016 7:10:39 AM

---

Chris,

I have reviewed the request for comments regarding a rezone from Agriculture 1 (A-1) to Industrial-1 (I-1) and a CUP to allow a heavy industrial use on property located at 2021 E. 68th Ave. and have the following comments:

- No objection to the rezoning or the CUP.
- Any signing on this property that will be visible to Interstates 270 or 76 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, **2 CCR 601-3**.

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](mailto:steven.loeffler@state.co.us) | [www.codot.gov](http://www.codot.gov) | [www.cotrip.org](http://www.cotrip.org)





**COLORADO**  
Division of Water Resources  
Department of Natural Resources

1313 Sherman Street, Room 821  
Denver, CO 80203

July 5, 2016

Chris LaRue  
Adams County Department of Planning and Development  
4430 South Adams County Parkway, Suite W2000A  
Brighton, CO 80601  
Transmission via email: [CLaRue@adcogov.org](mailto:CLaRue@adcogov.org)

**RE:** Touchstone Rezone  
Case no. PRC2016-00009  
SE1/4, NE1/4, Sec. 2, T3S, R68W, 6<sup>th</sup> P.M.  
Water Division 1, Water District 7

Dear Mr. LaRue,

This referral does not appear to qualify as a “subdivision” as defined in Section 30-28-101(10)(a), C.R.S. Therefore, pursuant to the State Engineer’s March 4, 2005 and March 11, 2011 memorandums to county planning directors, this office will only perform a cursory review of the referral information and provide informal comments. The comments do not address the physical adequacy of the water supply plan for this project or the ability of the water supply plan to satisfy any County regulations or requirements. In addition, the comments provided herein cannot be used to guarantee a viable water supply plan or infrastructure, the issuance of a well permit, or physical availability of water.

The Applicant is requesting to rezone from Agriculture-1 to Industrial-1 and seeking a conditional use permit to allow a heavy industrial use (a stone & marble counter top business) in the I-1 zone district. The referral information did not specify the water supply for the site. If the site will be served by a well, or any wells exist on the site, the well permit number(s) and proposed uses of the well(s) should be provided to our office for further comment.

If you, or the applicant, have any questions please contact me at 303-866-3581 x8265.

Sincerely,

A handwritten signature in blue ink that reads 'Joanna Williams'.

Joanna Williams, P.E.  
Water Resource Engineer



# COLORADO GEOLOGICAL SURVEY

1801 19th Street  
Golden, Colorado 80401



Karen Berry  
State Geologist

July 27, 2016

Chris LaRue  
Adams County  
Community & Economic Development Department  
4430 S. Adams County Parkway, Suite W2000  
Brighton, CO 80601

**Location:**  
SW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> Section 2,  
T3S, R68W, 6<sup>th</sup> P.M.  
39.8208, -104.9634

**Subject: Touchstone Rezoning and Conditional Use Permit**  
**Case Number PRC2016-00009; Adams County, CO; CGS Unique No. AD-17-0001**

Dear Chris:

Colorado Geological Survey has reviewed the Touchstone Rezoning and CUP referral. I understand the applicant proposes to rezone approximately 3.25 acres located at 2021 E. 68<sup>th</sup> Avenue from A-1 to Industrial, and seeks a CUP to allow a stone countertop fabrication business.

The site does not contain steep slopes, is located outside of any mapped FEMA flood hazard zones, is not undermined, and is not exposed to or located within any identified geologic hazard areas that would preclude the proposed zoning and use. **CGS therefore has no objection to approval of the rezoning and CUP requests.**

The Improvement Survey (undated) indicates that a 100 ft. x 200 ft. building and parking lot are planned. According to available geologic mapping, the site is underlain by Slocum alluvium (river-deposited pebbly clay, silt, sand and gravel) and, at unknown depths beneath the alluvium, Denver Formation bedrock (interbedded sandstone, claystone, siltstone, shale and conglomerate). The clay fraction of the alluvium can be expansive, exhibiting volume changes (shrink-swell) in response to changes in water content. Sandstone layers within the Denver formation may be difficult to excavate, and claystone layers and lenses can exhibit significant volume changes in response to changes in water content.

A site specific foundation investigation, including drilling, sampling, lab testing and analysis will be needed, once development plans are finalized, to characterize soil and rock engineering properties such as density, strength, swell and consolidation potential, and bearing capacity at and below approximate foundation bearing depths. This information is needed to design foundations, floor systems, pavements, surface and subsurface drainage and onsite wastewater systems if planned. This will help minimize the risk of structural damage due to differential settlement and heave.

Thank you for the opportunity to review and comment on this project. If you have questions or require additional review, please call me at (303) 384-2643, or e-mail carlson@mines.edu.

Sincerely,

A handwritten signature in black ink, appearing to read "Jill Carlson".

Jill Carlson, C.E.G.  
Engineering Geologist





**Right of Way & Permits**

1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: **303.571.3306**  
Facsimile: 303. 571.3284  
donna.l.george@xcelenergy.com

July 25, 2016

Adams County Community and Economic Development Department  
4430 South Adams County Parkway, 3<sup>rd</sup> Floor, Suite W3000  
Brighton, CO 80601

Attn: Chris LaRue

**Re: Touchstone Rezone, Case # PRC2016-00009**

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the request for the **Touchstone Rezone**. Please be advised that Public Service Company has existing electric distribution facilities within the areas indicated in this proposed rezone. Public Service Company has no objection to this proposed rezone, contingent upon PSCo's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George  
Contract Right of Way Referral Processor  
Public Service Company of Colorado

## Exhibit 4.6

**From:** [Laurel Broten](#)  
**To:** [Chris LaRue](#)  
**Subject:** TCHD comments from PRE2016-00010 conceptual meeting  
**Date:** Tuesday, March 08, 2016 10:37:07 AM  
**Attachments:** [image001.png](#)

---

Hi Chris,

Here are my comments from the conceptual meeting yesterday for PRE2016-00010 Touchstone Granite & Marble:

### **Former Landfill**

There is a closed landfill located within 1000 feet of the subject property. Flammable gas from decomposing organic matter in old landfills may travel up to 1000 feet from the source. Depending on where the building will be located, it may be within 1000 feet. If it is within 1000 feet, we will 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 Tri-County Health Department (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.

### **Vector Control**

#### *Detention Pond*

To reduce the potential for human exposures to West Nile and other mosquito-borne viruses, TCHD recommends that mosquito control plans be developed for any stormwater facilities that are designed to hold water for 72 hours or longer. Detention ponds are generally designed to drain within 72 hours. If a detention pond fails to operate as designed, resulting in mosquito breeding conditions or mosquito complaints, TCHD will recommend that the operator implement a mosquito control plan to remedy the situation.

#### *Outdoor Storage and Shed Demolition*

Rodents such as mice and rats carry diseases which can be spread to humans through contact with rodents, rodent feces, urine, or saliva, or through rodent bites. Often, storage facilities attract rodents such as mice and rats which carry diseases that can be spread to humans through contact with rodent feces, urine, or saliva. To prevent rodent infestations, TCHD recommends that the applicant keep the facility as clean as possible and create a plan for regular pest control. If there is an infestation of rodents in the shed proposed for demolition, the infestation should be eliminated prior to demolition to prevent the spread of rodents to neighboring properties. Information on

rodent control can be found at <http://www.tchd.org/400/Rodent-Control>.

Thanks!

**Laurel Broten**, MPH

Land Use and Built Environment Specialist

Tri-County Health Department

6162 S Willow Dr #100

Greenwood Village, CO 80111

[lbrotten@tchd.org](mailto:lbrotten@tchd.org) | 720.200.1585



## Exhibit 5.1

**From:** [JoAnne Jabalera](#)  
**To:** [Chris LaRue](#)  
**Subject:** Project Number: PRC2016-00009  
**Date:** Thursday, July 28, 2016 1:30:57 AM

---

Dear Mr. LaRue,

I apologize for not responding to you sooner. Unfortunately, I suffered a Meniscus Tear in my knee and I've been nursing it to avoid surgery. I hope that you are still able to consider our comments regarding the above project number.

To give you a quick summary, myself, my husband and our 3 children have lived in our home since August 19, 1995. We moved into this area because we loved the "farm" type feel in the middle of the city. We loved it so much here that we renovated our home by adding a 2nd story addition to the original ranch style home that we purchased. The backyard of our home at 6851 Race Street faces west and therefore would be greatly affected by this project. Our home is located right in the middle of the current project vacant land.

After careful consideration, we have come to the conclusion that we are opposed to the rezoning request from Touch Stone Granite & Marble Inc. from the current Agriculture A-1 to Industrial I-1 & 2. The main factors for our decision are as follows:

- 1) Health Reasons: Preliminary research has shown that there are dangers of breathing silica dust. We realize that Touchstone Granite utilizes water for their shop cuts however this only "minimizes" the dust. We would be exposed to this 5+ days per week during their business hours as well as the hours after the air has cleared.
- 2) Noise: We would be subjected to the extra noise from the cutting and deliveries, possibly with a semi truck also during these times. Two of our bedrooms would face the business.
- 3) Appearance: We have visited their current facility on Washington Street and by all means it not something that anyone would want to see in their "back yard". Even with the privacy fence two of our bedrooms upstairs would have a view of the array of the granite slabs, etc.
- 4) Safety: Our grandson, age 7 currently lives in our home. Another grandson, age 3, is under the daycare of myself Monday-Friday. We also have several young nieces and nephews who visit regularly. As any parent and/or grandparent, concerns arise regarding any potential sex offenders that may be employed (which can be monitored with a background check by Touchstone) but also any customers who visit the property (which can NOT be monitored).

After speaking with our neighbors, we all are opposed to the re-zoning. We understand that this might be an inconvenience to the applicant, Touchstone, however, this is the home we reside in and we must make it a priority to consider the best interest of ourselves, our children, and the integrity of our home and neighborhood.

Touchstone mentioned in their letter "with a 10 year review Touchstone would be forced to sell the property". This alternative could be easily attainable especially in today's housing market. We believe that another site that does not involve any residence homes would be the best possible solution.

We would like to thank you, and the Adams County Community & Economic Development team for your time and efforts in this matter. We hope that you consider our concerns regarding this re-zoning request.

I can be reached at [303.505.8208](tel:303.505.8208) if you have any additional questions.

Sincerely,

JoAnne Thompson

May 16, 2017

MAY 17 ffl1

To: Mr. Chris LaRue, Case Manager  
Department of Community and Economic Development  
4430 South Adams County Parkway, Suite W2000A  
Brighton, CO80201-8216

From: Michael and JoAnne Thompson, Home Owners  
6851 Race Street  
Denver, CO 80229

Re: Case Name: Touchstone Rezone  
Project Number: PRC2016-00009

Dear Adams County Department of Community and Economic Development,

In reference to the above "Request for Comments" notice dated April 25, 2017 we respectfully urge for no zoning change on this parcel not because we are anti-growth but because we are enthusiastic supporters of smart, planned urban development.

The Adams County Planning and Development Department and the Welby Community created The November 2013 "A Neighborhood Plan for Future Development: WELBY: Where Deep Roots Grow." Page 1 of the plan states that the plan will "Protect and enhance the health, safety and welfare of residents and the county as a whole." It also states that the plan "Won't affect current zoning and entitlements." Page 3 outlines principles that include the Preservation and advance of Welby's History and Legacy, Empower Current and Future Generations of Residents and Build on the Community's Pride and Deep Roots.

The parcel directly behind our home is the parcel requesting the rezoning change from A-1 to 1-1 & 2. The Dominico Family, who, were among the first to locate in the Welby vicinity in the early 1900's, farmed this parcel for many, many years. It is imperative that Welby adhere to the strategic plan goals of honoring Welby's rich agricultural past and create and promote a culturally enriched environment and empowering current and future generations of residents.

We believe the approval of the re-zoning request would compromise the integrity of our agricultural neighborhood we have lived in for over 21 years!

Also, we understand that Touch Stone utilizes a wet saw, however, upon preliminary research the Crystalline Silica dust that would be created could cause major health concerns for the neighboring residents. The use of the wet saw would only "minimize" and not "eliminate" the dust as personally witnessed at their current facility on Washington Street. OSHA safety regulations have made progress in "limiting" exposure to the dust. Resources of this claim can be verified at [www.vce.org/granitedust.html](http://www.vce.org/granitedust.html), [www.osha.gov/silica/index.html](http://www.osha.gov/silica/index.html), and others that we can provide upon request. Those working around this dust wear protective clothing and respirators. We then pose the question, how will the residents of this neighborhood be protected?

Another area of great concern is noise. Touch Stone stated in their application letter that the noise "is below the ambient average sound levels" and that the "worst-case condition is only slightly above the 24-hour LAEQ." While this is commendable in an industrial environment we believe it is not and should not be acceptable in a residential environment.

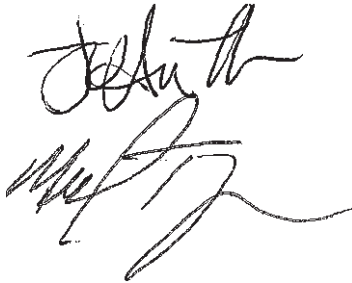
Additionally, the initial proposal presented by Touch Stone as to the location of the building structure, etc. differs from the latest proposal which is of great concern to us as well leaving us to question "if" re-zoning is approved what will be revised that will not need approval because of the re-zoning?

We believe the denial of the zone change request is in the best interest of the Welby community and of the neighboring residents.

Thank you for taking your valuable time considering our concerns and opposition of not only ourselves but those of our neighbors as well.

Sincerely,

Michael Thompson  
JoAnne Thompson

The image shows two handwritten signatures in black ink. The top signature is for Michael Thompson, and the bottom signature is for JoAnne Thompson. Both signatures are fluid and cursive.

The project is not requesting to rezone the site to I-2, only a conditional I-1 rezone is being requested. The neighborhood consists of a mixture of zone districts, R-1-C, C-3, I-2, A-1, and I-1. The request for rezoning to I-1 fits into the context of the adjacent districts. The property directly to the west is zoned as I-1, and to the south is I-2. The site plan changes that were submitted were a reflection of the comments from the previous submittal, which changed the orientation of the garage doors to face the similar use to the west, away from the residences, installing a privacy fence, and green belt to screen the residences to the east. The site plan is not expected to change at this point, and once the rezone is approved there will be additional submittals required to Adams County.

Touchstone will follow all OSHA requirements for working conditions and dust suppression.

## **Project: Touchstone Granite and Marble, Rezone Application #2**

### **Response to Resident's Comments**

#### **#1. JoAnne and Mike Thompson:**

a) **Health:** Stone cutting and fabrication is done wet with water to control dust thus creating safe working conditions for employees and a healthy and responsible choice for the environment. All fabrication will occur inside the warehouse with garage doors closed. Please refer to the OSHA Report regarding Occupational Safety and Health withing the warehouse and surrounding areas.

b) **Noise and Appearance:** Per the recommendations from D.L. Adams Associates Noise Measurement Report, the proposed warehouse garage doors will open to the west facing the existing neighboring industrial park. This site-specific building orientation will greatly minimize (and possibly negate) sound transmission to all of the residents on Race Street. A forested greenbelt with irrigated turf grass varying in widths from 67'-86' will screen the proposed warehouse and outdoor storage areas providing screening and a significant buffer to your property. All fabrication occurs behind closed warehouse garage doors further controlling sound and possible dust transmission.

c) **Safety:** It is our opinion that safety concerns can arise whenever one leaves the safety of their own home and it is the responsibility of the business owner to ensure employees are suitable for employment.

## Exhibit 5.2

**From:** [Robert Dawson](#)  
**To:** [Chris LaRue](#)  
**Subject:** Re: Touchstone  
**Date:** Monday, July 18, 2016 11:21:13 AM

---

Yes Chris it is the building directly west of the subject property and my address is 1951 E. 68th I think your records are wrong. Let me know if I can give you more information

Sent from my iPhone

On Jul 18, 2016, at 10:59 AM, Chris LaRue <[CLaRue@adcogov.org](mailto:CLaRue@adcogov.org)> wrote:

Robert:

Thank you for the comment.

I was having trouble locating the address you provided (1951 E 68<sup>th</sup> Ave). I assume you represent the property directly west of the subject request since it is owned by Morganville Development? My system shows that address as 1925 E 68<sup>th</sup> Ave.

Thank you in advance for clarification,

Chris

<!--[if !vml]--><image004.jpg><!--[endif]-->**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 | [clarue@adcogov.org](mailto:clarue@adcogov.org)

[www.adcogov.org](http://www.adcogov.org)

---

**From:** Robert Dawson [<mailto:splink39@gmail.com>]

**Sent:** Monday, July 18, 2016 9:21 AM

**To:** Chris LaRue

**Subject:** Re: Touchstone

Good morning Chris: Can you include our objection for the following application. Thank you.

REF: 2021 E 68th Ave, Touch Stone Granite

We are opposed to changing our I-1 neighborhood to I-2 even as a conditional use permit.



Morganville Development  
1951 E 68th Ave

On Tue, Jul 12, 2016 at 2:35 PM, Chris LaRue <[CLaRue@adcogov.org](mailto:CLaRue@adcogov.org)> wrote:  
Sir:

Anything you send will be made a public record and will be shared with the applicant  
and made available to anyone interested in the case.

Thanks,  
Chris

<!--[if !vml]--><image003.jpg><!--[endif]-->**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](mailto:clarue@adcogov.org)  
[www.adcogov.org](http://www.adcogov.org)

---

**From:** Robert Dawson [mailto:[splink39@gmail.com](mailto:splink39@gmail.com)]  
**Sent:** Tuesday, July 12, 2016 2:31 PM  
**To:** Chris LaRue  
**Subject:** Touchstone

If we have an objection is it made available to the owner or is it a hidden  
objection viewed only by you?

--

Bob Dawson  
[303-799-0808](tel:303-799-0808)

--

Bob Dawson  
303-799-0808

**From:** [Robert Dawson](#)  
**To:** [Chris LaRue](#)  
**Subject:** prc2016-000009  
**Date:** Friday, May 05, 2017 8:59:08 AM

---

I am really opposed to changing or allowing I-2 zoning in our I-1 neighborhood.

Morganville Development  
1951 E 68th

--

Bob Dawson  
303-799-0808

The project is not requesting to rezone the site to I-2, only a conditional I-1 rezone is being requested. The neighborhood consists of a mixture of zone districts, R-1-C, C-3, I-2, A-1, and I-1. The request for rezoning to I-1 fits into the context of the adjacent districts.

**Project: Touchstone Granite and Marble, Rezone Application #2**

**Response to Resident's Comments**

#2. Robert Dawson:

a) Rezoning: **Objection to propose rezoning of property to I-2 Zone acknowledged.**

MAY 17 2017

Ann Abbott  
6881 Race St.  
Denver, Co. 80221

Ref. ;  
Touchstone Rezone  
project number - PRC2016-0009

Dear Sirs ;

I wrote you two letters about  
our not wanting this company  
behind our house. Now there is  
a lot of talk in our tiny little  
neighborhood that Touch Stone  
wants to rezone and flip  
the property to a "weed"  
warehouse or grow operation  
for one million dollars !!!  
NO, Hell NO !! How can this  
get much worse !! So all  
our input now will mean  
nothing at all. Our neighbor  
wants to get a class action  
suit going and we all will  
be in favor of this action.  
Please !!! "Just say No" !!!

=====

Sincerely,

Ann Abbott

CASE: Touch Stone ReZone

Ref. Project #

ANN & DAVE Abbott

PRC2016-00009 6881 RACE ST.

DENVER, CO. 80229

Dear Sirs;

We are writing this letter to protest the ~~bldg~~ building of a Granite factory behind our home. We looked for over 12 yrs to find a perfect, quiet, place to live. We lost a large portion of our property due to the expansion of U.S. 36 at our last home. A few years after that we saw a light rail map expansion with a big, X going through our home, we took action and relocated to RACE ST. 12 yrs. ago. We bought this home for the view of the mountains, sunsets, and lovely farmed field behind our home. It is peaceful here and the crops and field smelled so nice and fresh. I loved each Spring to see what new crop would be planted. Most of the neighbors

here were so nice and caring.  
It has a small town feel to  
it that I love after living  
half of my life in New York.  
We raised four children, and  
as seniors, looked forward  
to our golden years on  
Race St. I felt my world  
shatter when Betty (the field  
owner) died on Christmas eve.  
I knew her children did not  
want to live in her old  
home. I even wrote a heart  
felt "ode to our field" poem  
in my sorrow. Of course the  
property sold on it's first day  
on the market because it was  
priced so cheaply. We were  
told "light" industry, which  
now in the letter says "heavy"  
industry. I suffer from  
migraines and can't imagine  
even the Beep Beep Beep of  
the forklift right on my  
property line. It would be  
like an alarm clock going

off all day and "Some" Saturdays  
that I can't shut off! We did  
meet with the new owner  
and his son and they do  
seem very nice. But everyone  
is nice when they want some-  
thing or to impress you. They  
would be wonderful "house"  
neighbors, not factory  
neighbors. I question if they  
would like their own factory  
in their backyard of their  
homes. They live in Ft. Collins,  
there must be lots of land  
out there for their factory.  
It would be closer to their  
homes too. I don't like the  
flexible wording of the  
letter either "mostly"  
normal daytime hours - well  
that sure is open ended, AND  
"Some Saturdays" would mean  
all Saturdays. They are talking  
about their jobs and business,  
but this is our daily life  
here - we don't have certain

hours that we are here. <sup>we</sup> ~~3~~  
am here all the time. I  
worry for my cats that  
also enjoy their life here  
and roam the field for  
mice. How can I get them  
back if they climb over  
the "lovely" 8 ft. fence  
that would be put up. It  
would be like living in a  
prison. No view, no crops,  
no earth smell, no life.

Please, do not take away  
another small piece of heaven.  
We are too old to move  
again and can't afford to.  
I've lived here for half my  
life 32 yrs. and the State  
has taken our first property  
and now re-zoning this one?  
Please show some mercy -  
Sincerely - Ann & Dave Abbott



Ann + DAVE Abbott  
6881 Race St.  
Denver, CO. 80221

CASE - Touchstone Re-Zone  
Project # - PRC2016 - 00009

ATT. Planning Commission,

This is my second letter that I've mailed to you. We have lived on Race St. for 13 yrs now. I love the farm field behind our house, and purchased it for that reason. Every year it was planted and farmed, sprayed, and watered. Since the sale of the field to touchstone - The field was mowed ONCE all year, and never sprayed for bugs and weeds!! My whole yard was ruined last year from the worst grasshopper invasion ever! I can see all the weeds

They call it "Native seed" in the print out - I call it Native Weed and I get all those nasty "Native seeds!"

They talk numbers about the noise levels not the reality of a forklift going beep-beep-beep like a giant alarm clock all day. They don't measure all the truck crashing-unloading granite all day. I noticed the lack of mention of the hours of the day or even the days of the week - Saturday and Sunday are family days in our area - outside fun and work. What exactly are their hours - days of operation?? It's so peaceful here at night. (now) my house value will drop with them here. And now they want not just light industrial but Heavy also. This is all a

maintain the field, and they really fell short. How can we think they would take care of their businesses there? They never even fenced off the field to keep cars and trucks out. I had a p.v. truck behind my house in the grass field doing donuts and crazy driving. How is this good for our community? It isn't -

Sincerely

Ann Abbott

## **Project: Touchstone Granite and Marble, Rezone Application #2**

### **Response to Resident's Comments**

#### **#3. Ann and Dave Abbott:**

a) Noise and Appearance: The proposed warehouse building has been rotated consolidating activity predominantly on the western side of the property. A significant forested greenbelt has been proposed which would provide a 67'- x' wide buffer between the existing fence/property line and the proposed warehouse. The rotation of the warehouse in tandem with the large buffer yard/ greenbelt will facilitate in noise mitigation and shield your property from view of warehouse activity.

## Exhibit 5.4

**From:** [Eric Balenseifen](#)  
**To:** [Chris LaRue](#)  
**Cc:** [John Jardine](#)  
**Subject:** Touchstone Rezone - PRC2016-00009  
**Date:** Tuesday, May 09, 2017 3:43:16 PM

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Mr. LaRue

We are writing you to voice our support for Touch Stone Granite & Marble, Inc.'s application for rezoning of their land located on East 68<sup>th</sup> Avenue. As you may know we own both the commercial and residential properties directly across the street from the proposed facility. We believe their facility will be a good addition to the neighborhood. We are excited to welcome them to the area, and look forward a new facility across the street from us.

Please pass along to the Planning Commission and the County Commissioners our enthusiastic support for Touch Stones project. If you have any question you may contact me at the number below.

Thank you for the opportunity to comment.

**Eric Balenseifen**

303-455-1743 x114

[www.rhinehartoil.com](http://www.rhinehartoil.com)



DBA/Rex Oil Company, Inc.

Thank you for the support

MAY 17 2017

May 17, 2017

Mr. Chris LaRue  
Case Manager  
Department of Community and Economic Development  
4430 South Adams County Parkway, Suite W2000A  
Brighton, CO 80201-8216

Re: Case Name: Touchstone Rezone  
Project Number: PRC2016-00009

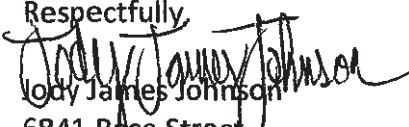
To Whom it May Concern:

I am submitting formal comments in opposition to the proposed rezoning for the Touchstone project number PRC2016-00009. I strongly urge Adams County to deny the application and proposal to rezone this parcel.

We have a long and rich history in this community of over 100 years! My great grandparents, Sollie and Netty James lived next door to my grandparents Joe Sr, and Catherine James at 6610 York Street. My great grandpa Sollie was the sheriff at one time. Joe Sr. and his dad Sollie (who was born there) farmed as well and owned the land that 1270 goes through. Grandpa Joe Sr. retired from North Washington Water and then served on the board for many, many years after. My brother, Joe III is currently a supervisor at North Washington Water. We are currently raising my son who is 6 years of age in our Welby home. This neighborhood is at risk of losing it's original agricultural purpose.

The proposed rezoning request highlights the very reason why counties need zoning rules and regulations to ensure smart growth and development that makes sense in the context of the surrounding area, and specifically in this case, where residential homes are in very close proximity.

In summary, the proposed use will not only diminish the character, but potentially pose possible health risks related to dust exposure, and impending noise issues that are common with this type of facility that would negatively impact the residents of our community. Lastly, the greatest impact would be of your long-time homeowners of this neighborhood if this change is granted. Thank you for your consideration.

Respectfully,  
  
Jody James Johnson  
6841 Race Street  
Denver, CO 80229

The project is not requesting to rezone the site to I-2, only a conditional I-1 rezone is being requested. The neighborhood consists of a mixture of zone districts, R-1-C, C-3, I-2, A-1, and I-1. The request for rezoning to I-1 fits into the context of the adjacent districts. The property directly to the west is zoned as I-1, and to the south is I-2. Noise levels measured at the proposed site during a 24 hour span was 64 db, and 15 minute interval levels varied from 58-65 db during the anticipated work hours from 8:00 am to 5:00 pm. The noise levels measured at Touchstones existing site were measured to range from 55-65 db which is less than what is currently measured at the proposed site. Touchstone will follow all OSHA requirements for working conditions and dust suppression.



## Exhibit 5.6

**From:** [Mary Medina](#)  
**To:** [Chris LaRue](#)  
**Subject:** Touchstone Rezone Project# PRC2016-00009  
**Date:** Wednesday, May 17, 2017 3:35:14 PM

---

Mr. Chris LaRue,  
Hello, My name is Mary Medina and i live at 2031 e 68th ave. right next door to the proposed project site.

Project Number: PRC2016-00009.

I have questions and concerns about this project . I am against the project. I wish to object strongly to the proposed development of Touchtone Granite. I understand that my concerns can be addressed at the upcoming scheduled hearing dates. Will you please forward those dates when available? I will have my comments in writing, some concerns that i are compatibility strategies; such as the proposed fence makes us feel like a "Berlin Wall " will be put up making the surrounding homes look less attractive, we as a small community need to preserve the beauty of our community we take pride on how our homes look, another concern is the value of our home will it drop? We feel that it will, can we be assured that it won't? The noise is another concern, i feel that the measured levels could not be accurate, the levels aren't measured on the proposed site. shouldn't Touchtone be heavy industrial? if not why? based on the application the traffic impact seems high not "typical", we currently don't have any traffic coming from the site so the 139 trips daily based on their study is very high, can this be explained? access is discussed in the application, I'm not understanding how this is to be executed. finally, please note that our submission is in respect of the proposed development. as we are not decision makers or statutory consultants i would hope that the concerns we have would be fully addressed before reaching a decision.

Thank you for hearing my concerns. please forward the upcoming hearing dates so that i may attend and submit in writing and discuss my comments. Should you have questions please feel free to call me at 720.325.7461.

Mary Medina

The fence installed is to protect the health, safety and welfare of the adjacent properties and to make the proposed site secure due to the type of materials being stored. The fence will be a cedar privacy fence that will be used to screen and provide sound mitigation from the Touchstone operations. Noise levels measured at the proposed site during a 24 hour span was 64 db, and 15 minute interval levels varied from 58-65 db during the anticipated work hours from 8:00 am to 5:00 pm. The noise levels measured at Touchstones existing site were measured to range from 55-65 db which is less than what is currently measured at the proposed site.

The mitigation efforts taken will be to orient the doors to the west away from the residences, and allowing for larger setbacks to help the noise impacts, all of which were proposed within the most recent site plan.

Traffic study impacts resulted in eastbound traffic on 68<sup>th</sup> operating at LOS F. This intersection was re-counted by Counter Measures and this time there were almost 650 morning left turns. The left turn demand is high and has a major impact on this intersection.

Touchstone will add one straight vehicle on eastbound 68<sup>th</sup> Avenue at York during the morning peak hour. This one vehicle is insignificant. It is expected that LOS F is currently being experienced and will be experienced whether or not the Touchstone development is approved. In essence Touchstone Marble & Granite traffic is not expected to reduce morning peak hour levels of service at this intersection.

May 23, 2018

Ms. Emily Collins, AICP  
Case Manager  
Adams County Planning Commission  
4430 South Adams County Parkway  
1<sup>st</sup> Floor, Suite W2000B  
Brighton, CO 80601-8218

OPPONENT'S  
EXHIBIT 3

Case Name: Touchstone Granite and Marble  
Case Number: PRC2016-0009

Ms. Collins;

Our names are Jim and Terrill Sherwood. We reside at 2101 East 68<sup>th</sup> Avenue, Denver, CO 80229.

We are unable to attend the Planning Commission Hearing, Thursday, May 24, 2018.

We would like to voice our concerns regarding the re-zoning of 2021 East 68<sup>th</sup> Avenue from Agriculture-1 (A-1) to Industrial-1 (I-1).

We are opposed to any further industrial in the neighborhood. We would like to keep the current buffer (2021 East 68<sup>th</sup> Avenue) between the industrial / businesses and the houses.

We are very concerned they are re-zoning so that the property is easier to sell once the re-zoning takes place. We are worried that if this is re-zoned to Industrial and they sell – we wouldn't have a voice in what type of business would buy it. We don't want a marijuana business or a chop shop (as exists at the bottom of the hill of this property). These types of businesses would bring people into the neighborhood at all times of the day and night, not just during "normal business hours".

Adding another business would increase traffic and we don't want to be impacted by more employees vehicles, company trucks and delivery trucks, including (but not limited to) semi-trucks.

If you have any questions, please feel free to call, mail or email us.

Thank you,

Jim and Terrill Sherwood  
303.286.3608 home  
303.916.4721 cell  
[Gasser55409@yahoo.com](mailto:Gasser55409@yahoo.com)



1761 E. 68th Ave



2D

1761 E 68<sup>th</sup> Ave



2D

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:	Touchstone Rezone
Project Number:	PRC2016-00009

July 1, 2016

Adams County Planning Commission and Board of County Commissioners are requesting comments on the following request:

**1) Rezoning from Agriculture-1 (A-1) to Industrial-1 (I-1); & 2) Conditional Use Permit to allow a Heavy Industrial Use (a stone & marble counter top business) in the I-1 zone district.**

This request is located at: 2021 E 68TH AVE

The Assessor's Parcel Number is: 0182502100027

Applicant Information: Touch Stone Granite & Marble Inc  
JAMES PFLIPSEN  
6051 N WASHINGTON ST, UNIT A  
DENVER, CO 80216

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 **07/27/2016** 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](mailto: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](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.

Chris LaRue  
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

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

## Public Hearing Notification

<b>Case Name:</b>	Touchstone Granite and Marble
<b>Case Number:</b>	PRC2016-00009
<b>Planning Commission Hearing Date:</b>	05/24/2018 at 6:00 p.m.
<b>Board of County Commissioners Hearing Date:</b>	06/19/2018 at 9:30 a.m.

May 10, 2018

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

### **Rezoning from Agriculture-1 (A-1) to Industrial-1 (I-1) pursuant to Section 2-02-13-06-02.**

This request is located at approximately **2021 EAST 68TH AVENUE**

The Assessor's Parcel Number is **0182502100027**

Applicant Information: **TOUCH STONE GRANITE & MARBLE INC (JAMES PFLIPSEN)**  
**6051 N WASHINGTON ST**  
**DENVER, CO 80216**

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at 720-523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date. For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S. Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.

*Emily Collins*

Emily Collins, AICP  
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

**NOTICE OF PUBLIC HEARING FOR LANDUSE**

NOTICE IS HEREBY GIVEN, that an application has been filed by **JAMES PFLIPSEN** Case # **PRC2016-00009** requesting: **Rezoning from Agriculture-1 (A-1) to Industrial-1 (I-1)** pursuant to **Section 2-02-13-06-02** on the following property:

**LEGAL DESCRIPTION:**

SEC, TWN, RNG: 2-3-68 DESC: BEG AT SW COR SE4 NE4 SEC 2 TH N 420 FT TH E 30/59 FT TH N 07D 53M E 160/21 FT THE E 233/93 FT TO NW COR LARUSSO SUBD TH S TO A PT ON S LN NE4 TH W 250 FT M/L TO POB EXC S 30 FT FOR ST 3/227A

**(The above legal description was provided by the applicant and Adams County is not responsible for any errors and omissions that may be contained herein and assumes no liability associated with the use or misuse of this legal description.)**

APPROXIMATE LOCATION: **2021 E. 68<sup>th</sup> Avenue**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Adams County Planning Commission in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1<sup>st</sup> Floor, on the **24<sup>th</sup> day of May, 2018**, at the hour of 6:00 p.m., where and when any person may appear and be heard and a recommendation on this application will be forwarded to the Board of County Commissioners.

NOTICE IS FURTHER GIVEN, that a public hearing will be held by the Adams County Board of County Commissioners in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1<sup>st</sup> Floor, on the **19<sup>th</sup> day of June, 2018**, at the hour of 9:30 a.m., to consider the above request where and when any person may appear and be heard.

For further information regarding this case, please contact **Emily Collins** at the Department of Community and Economic Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6820. This is also the location where the maps and/or text certified by the Planning Commission may be viewed.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS  
STAN MARTIN, CLERK OF THE BOARD

**TO BE PUBLISHED IN THE **May 17, 2018** ISSUE OF THE Northglenn/ Thornton Sentinel**

Please reply to this message by email to confirm receipt or call **Shayla Christenson** at 720.523.6800.





Referral Listing  
Case Number PRC2016-00009  
Touchstone Rezone

Agency	Contact Information
Adams County	Planning Addressing PLN 720.523.6800
Adams County Construction Inspection	PWCI . PWCI 720-523-6878
Adams County Development Services - Building	Justin Blair JBlair@adcogov.org 720.523.6825 JBlair@adcogov.org
Adams County Fire Protection District	Marshall Fire 8055 N. WASHINGTON ST. DENVER CO 80229 (303) 289-4683 gpreston@acfpd.org
Adams County Treasurer: Send email	Adams County Treasurer bgrimm@adcogov.org 720.523.6376
Century Link	Brandyn Wiedrich 5325 Zuni St, Rm 728 Denver CO 80221 720.578.3724 720.245.0029 brandyn.wiedrich@centurylink.com
Code Compliance Supervisor	Eric Guenther eguenther@adcogov.org 720-523-6856 eguenther@adcogov.org
COLO DIV OF MINING RECLAMATION AND SAFETY	ANTHONY J. WALDRON - SENIOR ENV DEPT. OF NATURAL RESOURCES 1313 SHERMAN ST, #215 DENVER CO 80203 303-866-4926 tony.waldron@state.co.us
COLO DIV OF WATER RESOURCES	Joanna Williams OFFICE OF STATE ENGINEER 1313 SHERMAN ST., ROOM 818 DENVER CO 80203 303-866-3581 joanna.williams@state.co.us

Agency	Contact Information
COLO DIV OF WATER RESOURCES	Joanna Williams OFFICE OF STATE ENGINEER 1313 SHERMAN ST., ROOM 818 DENVER CO 80203 303-866-3581 joanna.williams@state.co.us
COLORADO DEPT OF TRANSPORTATION	BRADLEY SHEEHAN, P.E. 2000 SOUTH HOLLY ST. REGION 6 DENVER CO 80222 303-512-4271 bradley.sheehan@dot.state.co.us
COLORADO DIVISION OF WILDLIFE	JOSEPH PADIA 6060 BROADWAY DENVER CO 80216 303-291-7132 joe.padia@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 GEOLOGICAL SURVEY	Jill Carlson 1500 Illinois Street Golden CO 80401 303-384-2643 303-384-2655 CGS_LUR@mines.edu
Colorado Geological Survey: CGS_LUR@mines.edu	Jill Carlson Mail CHECK to Jill Carlson 303-384-2643 303-384-2655 CGS_LUR@mines.edu
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

Agency	Contact Information
MAPLETON SCHOOL DISTRICT #1	CHARLOTTE CIANCIO 591 E. 80TH AVE DENVER CO 80229 303-853-1015 charlotte@mapleton.us
METRO WASTEWATER RECLAMATION	CRAIG SIMMONDS 6450 YORK ST. DENVER CO 80229 303-286-3338 CSIMMONDS@MWRD.DST.CO.US
North Washington Street Water & San Dist	Joe James 3172 E 78th Ave Denver CO 80229 303-288-6664 jjames@nswswsd.com 303-594-4392
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	MONTE DEATRICH 4201 E. 72ND AVENUE SUITE D COMMERCE CITY CO 80022 (303) 288-6816 mdeatrich@tchd.org
TRI-COUNTY HEALTH DEPARTMENT	Sheila Lynch 6162 S WILLOW DR, SUITE 100 GREENWOOD VILLAGE CO 80111 720-200-1571 landuse@tchd.org



Agency	Contact Information
Tri-County Health: Mail CHECK to Sheila Lynch	Tri-County Health landuse@tchd.org .
UNION PACIFIC RAILROAD	CHERYL SCHOW PO BOX 398 PAXTON NE 69155 308-239-2427 caschow@up.com
UNION PACIFIC RAILROAD	Jason Mashek 1400 DOUGLAS ST STOP 1690 OMAHA NE 68179 402-544-8552 jemashek@up.com
UNITED STATES POST OFFICE	MARY C. DOBYNS 56691 E COLFAX AVENUE STRASBURG CO 80136-8115 303-622-9867 mary.c.dobyns@usps.gov
UNITED WATER	DON HALFFIELD 4653 TABLE MOUNTAIN DR. GOLDEN CO 80403 720-497-2125 don.halffield@xcelenergy.com
US EPA	Stan Christensen 1595 Wynkoop Street DENVER CO 80202 1-800-227-8917 christensen.stanley@epa.gov
WELBY CITIZEN GROUP	NORMA FRANK 7401 RACE STREET DENVER CO 80229 (303) 288-3152
WELBY HERITAGE FOUNDATION	ROBIN O'DORISIO 7403 RACE ST DENVER CO 80229 720 333-8578 robinodo@yahoo.com
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

1921 E 68TH AVE LLC  
950 SPRUCE ST STE 1C  
LOUISVILLE CO 80027-1977

BALISTRERI JULIE A  
2070 E 68TH AVE  
DENVER CO 80229

2035 STREET HOLDINGS LLC  
4430 W CASPIAN CIR  
LITTLETON CO 80128-2524

BARKEEN ROBERT WALLACE AND  
BARKEEN CAROLYN LEE  
1890 E 68TH AVE  
DENVER CO 80229-7332

6700 RACE LLC  
31326 TANO A RD  
EVERGREEN CO 80439-7967

BIGGS KEVIN E  
1715 E 69TH AVE UNIT A  
DENVER CO 80229-7357

ABBOTT DAVID A AND  
ABBOTT ANN M  
6881 RACE ST  
DENVER CO 80229-7305

BOMARETO LEONA O  
2040 E 68TH AVE  
DENVER CO 80229-7319

ABBOTT DAVID AND  
ABBOTT ANN  
6881 RACE ST  
DENVER CO 80229-7305

BRIENZA RUTH AND  
BRIENZA EUGENE J  
2030 E 68TH AVE  
DENVER CO 80229-7319

ALIRES TOMAS F AND  
WILSON HEATHER  
2100 E 68TH AVE  
DENVER CO 80229

BROWN M JAKE  
2081 E 68TH AVE  
DENVER CO 80229-7318

ANSELM ROBERT T AND  
ANSELM JOAN B  
9455 WAGONWHEEL DRIVE  
LITTLETON CO 80125

CHAVEZ HOMERO AND  
GUEVARA CAROLINA CHAVEZ  
2060 E 68TH PL  
DENVER CO 80229

ARAGON JACOBO M AND  
ARAGON ANGELA  
6991 YORK ST  
DENVER CO 80229-7310

CLAICE DELORIS  
2041 E 68TH AVE  
DENVER CO 80229-7318

AVERY HOLDINGS LLC  
7770 VENTURE ST  
COLORADO SPRINGS CO 80951-9721

CONTRERAS MIGUEL  
2061 E 68TH AVE  
DENVER CO 80229

AYARS EVERETT E FAMILY TRUST THE  
C/O VIRGINIA E AYARS  
PO BOX 1025  
EASTLAKE CO 80614-1025

COXSEY JOYCE ANN  
2080 E 68TH PL  
DENVER CO 80229-7304

DARANT INVESTMENT CO  
1832 E 68TH AVE  
DENVER CO 80229-7332

HISAMOTO LORRAINE HIDEKO  
2161 E 68TH AVE  
DENVER CO 80229-7316

DAVIS DONNA K AND DAVIS SAMUEL G  
2050 E 68TH AVE  
THORNTON CO 80229

JAMES JOSEPH ANTHONY III  
5380 E 129TH WAY  
THORNTON CO 80241-2358

DENVER AND RIO GRANDE WESTERN RR COMPANY  
THE/C/O PROPERTY TAX DEPARTMENT  
1700 FARNAM STREET 10TH FLOOR SOUTH  
OMAHA NE 68102-2010

LEGACY INDUSTRIES LLC  
730 E 17TH ST STE 730  
DENVER CO 80202-3504

DNPk FRANKLIN PARTNERSHIP  
C/O ENOCH HOLDINGS LLLP/JERRY BERGLUND  
2 COUNTRYSIDE LN  
CHERRY HILLS VILLAGE CO 80121-2000

LEGACY INDUSTRIES LLC  
730 17TH ST STE 730  
DENVER CO 80202-3504

DOMENICO HOLDING LLLP  
7040 ELIZABETH ST  
DENVER CO 80229-7515

MARRONE STANLEY J  
1041 E 71ST AVE  
DENVER CO 80229-6809

GAYTAN ESPINO SAUL  
6830 RACE ST  
DENVER CO 80229-7306

MC PHERSON LESTER KENNETH ET AL  
2200 E 104TH AVE NO. 105  
THORNTON CO 80233

GIBNEY HARRY Z JR  
6880 RACE STREET  
DENVER CO 80229

MEDINA FRANK  
2031 E 68TH AVE  
DENVER CO 80229-7345

GIBNEY HARRY Z JR AND  
GIBNEY LUCILLE  
6880 RACE ST  
DENVER CO 80229-7341

MMJ INVESTMENTS LLC  
2602 S LINDEN CT  
DENVER CO 80222-7143

GIBNEY JEFF  
6850 RACE ST  
DENVER CO 80229-7341

MORGANVILLE DEVELOPMENT LTD  
PO BOX 4304  
ENGLEWOOD CO 80155-4304

HISAMOTO LORRAINE H  
2161 E 68TH AVE  
DENVER CO 80229-7316

NEW AGE PROPERTIES LLC  
1700 E 68TH AVE  
DENVER CO 80229-7303

PCL CONSTRUCTION RESOURCES (USA) INC  
ATTN MYRON J LIVINIUK  
2000 S COLORADO BLVD STE 2-500  
DENVER CO 80222-7908

TRUE ANN NASON REVOCABLE TRUST  
1616 17TH ST STE 470  
DENVER CO 80202-5991

PERFORMANCE FOOD GROUP INC  
PO BOX 17161  
DENVER CO 80217-0161

TSW CORPORATION  
PO BOX 15621  
HOUSTON TX 77220-5621

REX OIL COMPANY INC  
1970 E 68TH AVE  
DENVER CO 80229

UNION PACIFIC RAILROAD  
PROPERTY TAX DEPARTMENT  
1400 DOUGLAS STOP 1640  
OMAHA NE 68179-1640

ROSSI LEONARD  
1325 W 148TH AVE  
WESTMINSTER CO 80023-8722

ROTELLO FRANK PHILLIP JR  
2141 E 68TH AVE  
DENVER CO 80229-7316

SHERWOOD JAMES HAROLD SR AND  
SHERWOOD TERRILL LYNN  
2101 E 68TH AVE  
DENVER CO 80229-7316

TEEGEE AND COMPANY LLC  
2180 E 68TH AVENUE  
DENVER CO 80229

THOMPSON JOANNE R  
6851 RACE ST  
DENVER CO 80229-7305

TIMA LLC  
9891 S JOHNSON STREET  
LITTLETON CO 80127

TOUCHSTONE GRANITE AND MARBLE INC  
6051 N WASHINGTON ST UNIT A  
DENVER CO 80216

## CERTIFICATE OF POSTING



I, Emily Collins do hereby certify that I had the property posted at

2021 E. 68<sup>TH</sup> Avenue

on May 14, 2018

in accordance with the requirements of the Adams County Zoning Regulations

*Emily Collins*

Emily Collins

# Touchstone Granite Rezone

PRC2016-00009

2021 E. 68<sup>th</sup> Avenue

June 19, 2018

Board of County Commissioners Public Hearing  
Community and Economic Development Department

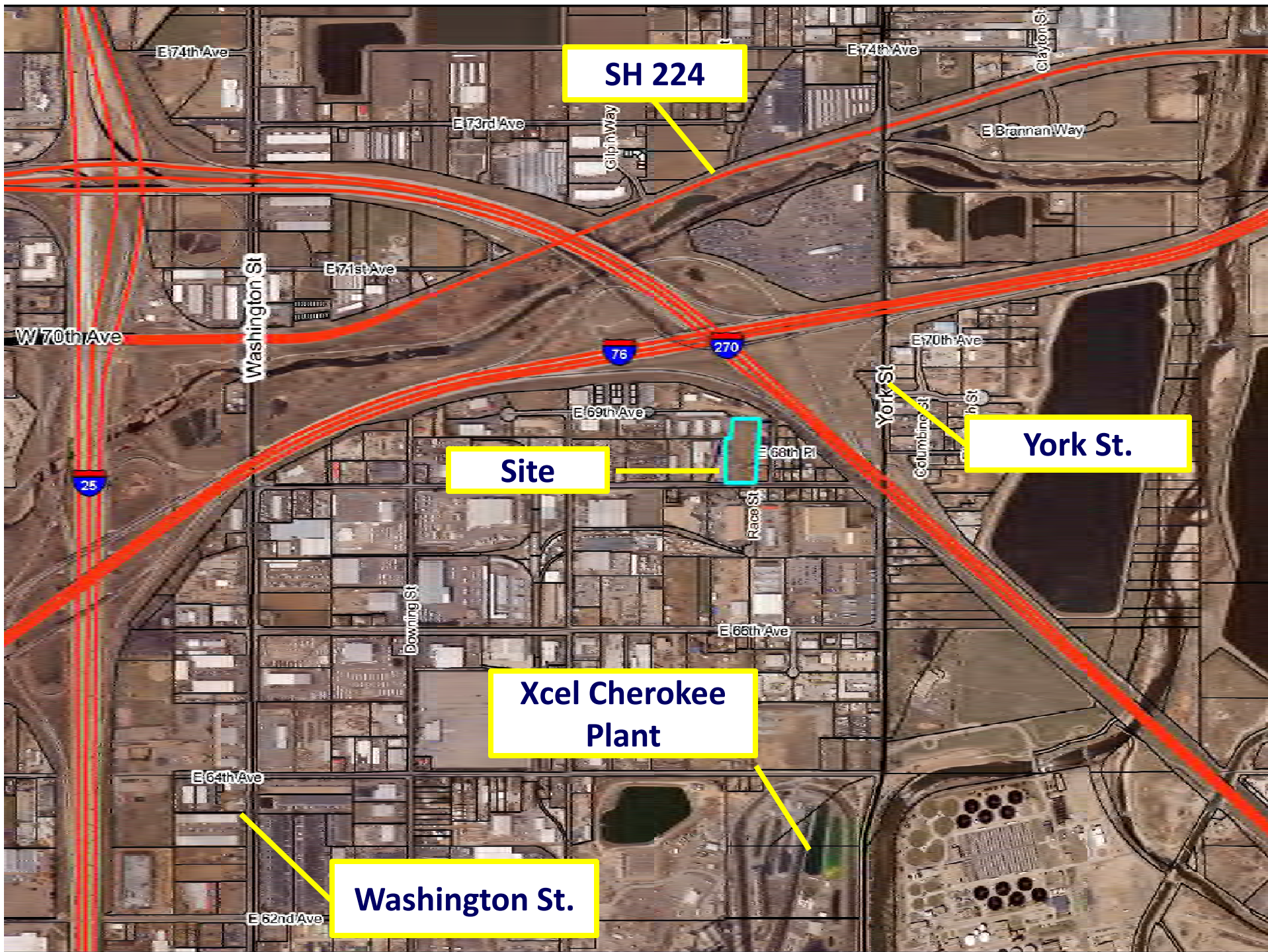
Case Manager: Emily Collins



# Request

- Rezone from Agriculture-1 to Industrial-1







# Criteria for Rezoning Approval

Section 2-02-13-06-02

1. Consistent with Comprehensive Plan
2. Consistent with Development Standards
3. Complies to Development Standards
4. Harmonious & Compatible

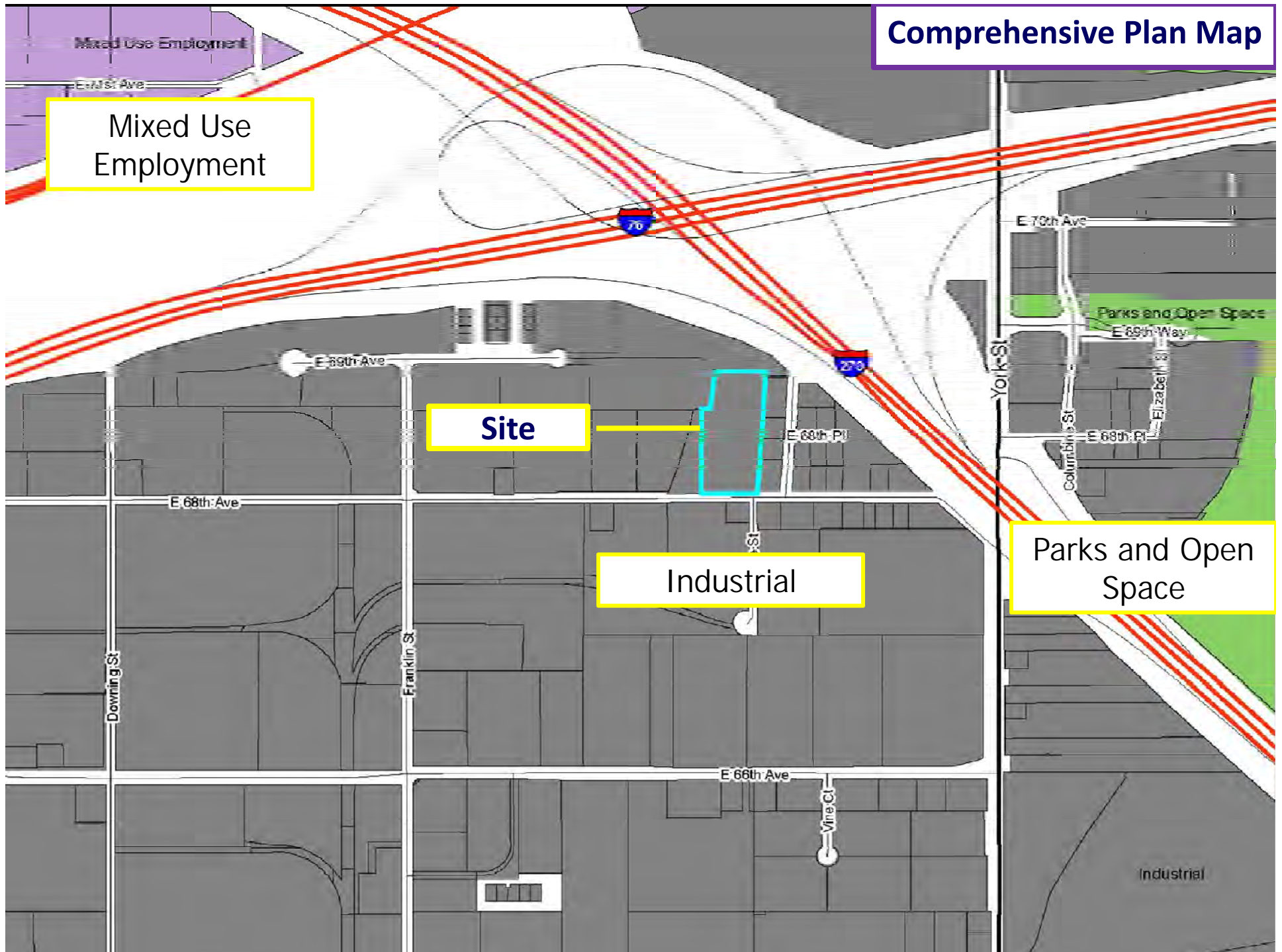
## Comprehensive Plan Map

Mixed Use  
Employment

Site

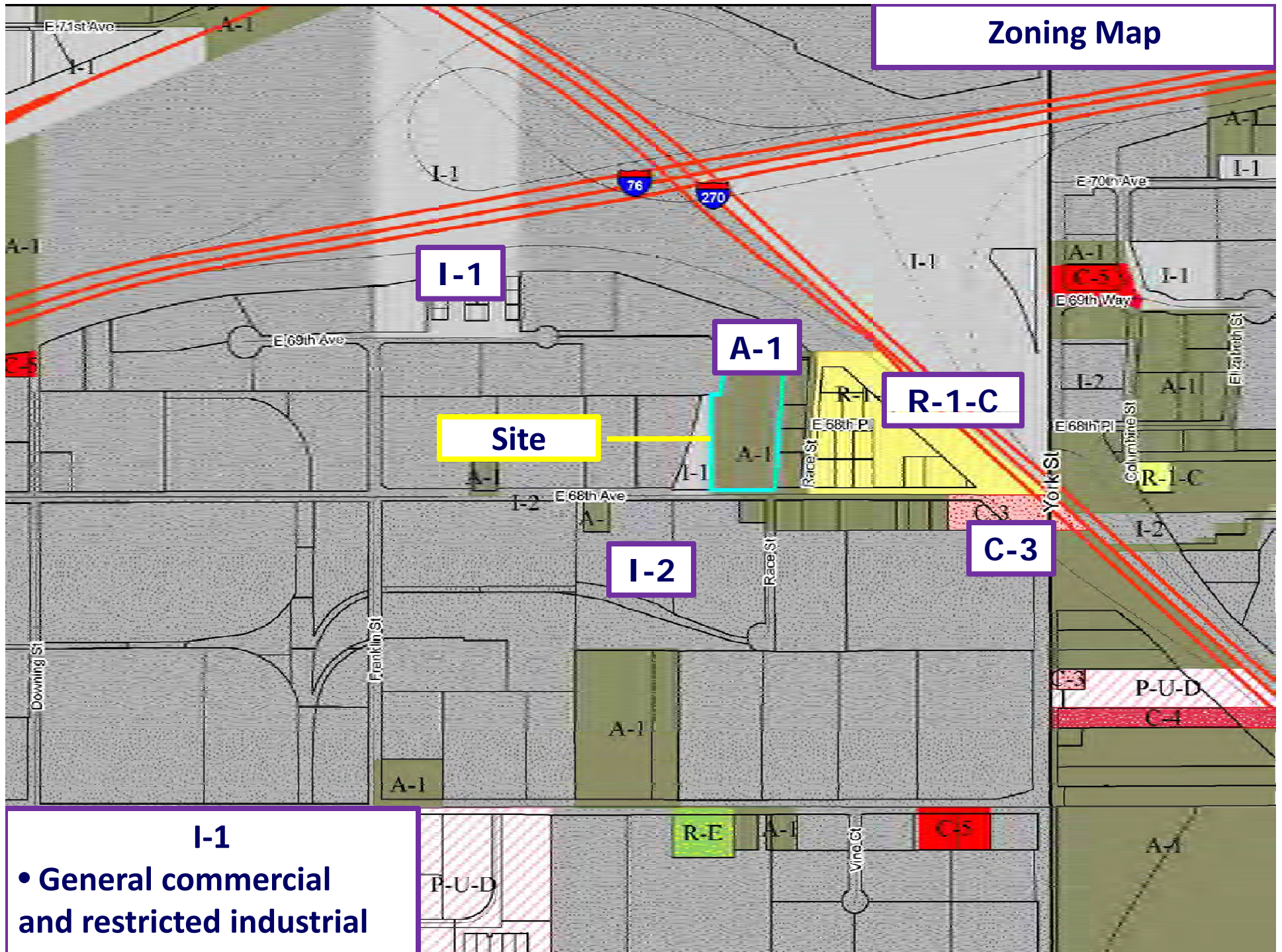
Industrial

Parks and Open  
Space





## Zoning Map



# Development Standards

## Industrial-1 Zone District

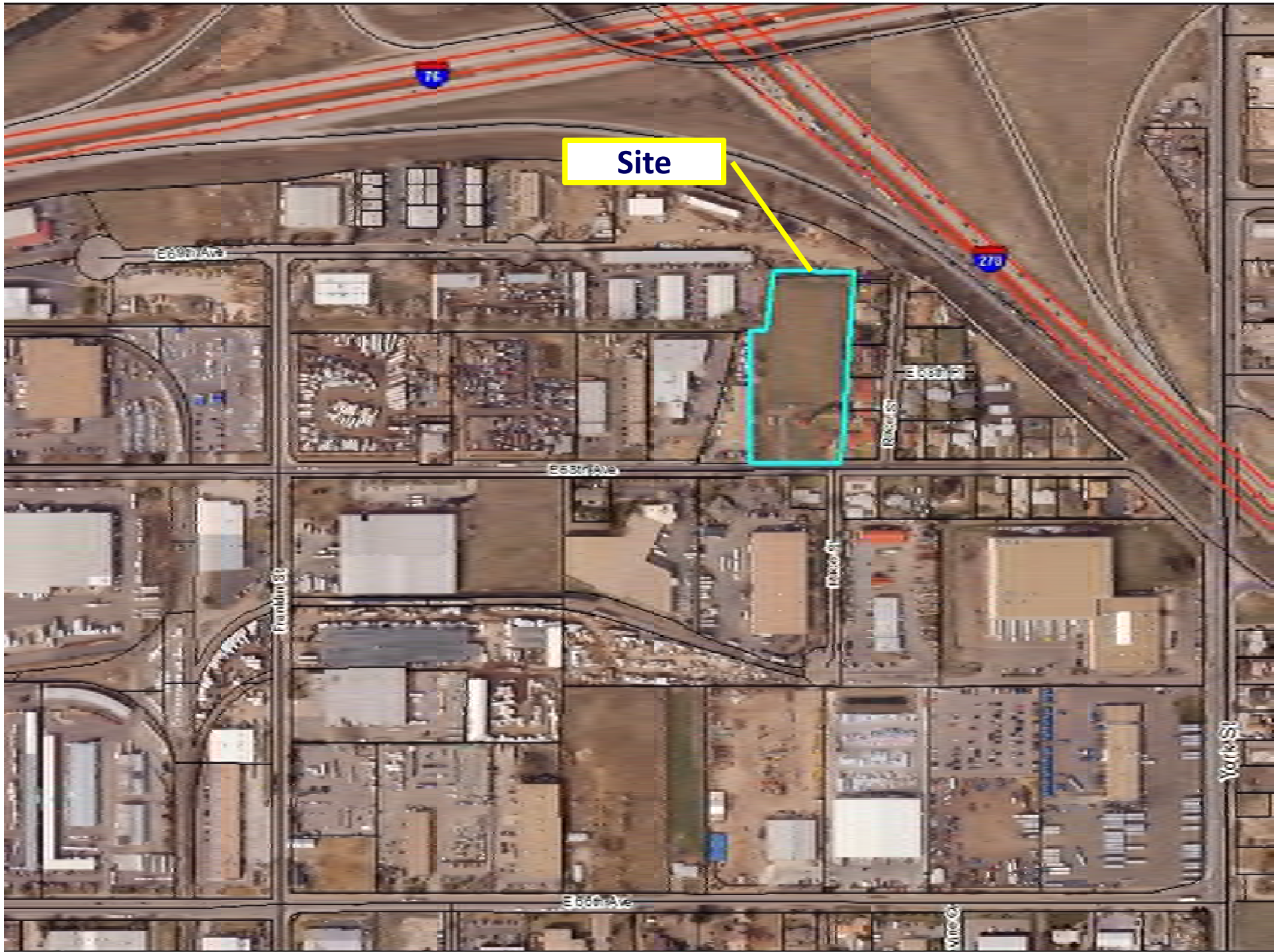
### Minimum Lot Size:

- Required: 1 acre
  - 3.227 acres

### Minimum Lot Width:

- Required: 100 ft.
  - 251 ft along E. 68<sup>th</sup> Ave.





North on E. 68<sup>th</sup> Ave.





**NW on E. 68<sup>th</sup> Ave.**





**NE on E. 68<sup>th</sup> Ave.**





**SE on E. 68<sup>th</sup> Ave.**





**South on E. 68<sup>th</sup> Ave.**



# Referral Comments

- No concerns:
  - Xcel Energy, CDOT, Division of Water, Geological Survey
  - Tri-County requested methane investigation
- Development Services:
  - Drainage and Traffic analysis with building permit
- Property Owners and Residences within 1,000 ft:

Notifications Sent	Comments Received
33	6

- One person in support
- Concerns about potential nuisance conditions (noise, dust, traffic)

# Criteria for Rezoning Approval

Section 2-02-13-06-02

1. Consistent with Comprehensive Plan
2. Consistent with Development Standards
3. Complies to Development Standards
4. Harmonious & Compatible



# PC Update

- May 24, 2018
  - Recommended denial (6-1) vote
- Public Testimony Concerns:
  - Nuisance conditions (noise, dust, traffic)
  - Fencing and maintenance of property
  - Potential uses (auto salvage and marijuana)
- Discussion:
  - Comprehensive Plan designation
  - Development review (building permit) process
  - Types of uses permitted in I-1

# Recommendation

PRC2016-00009 Touchstone Granite Rezone

Staff: **Approval** based on 4 Findings-of- Fact

PC: **Denial** based on 4 Findings-of-Fact

# Conceptual Site Plan



## LAND USE CHART

<b>SITE AREA</b>	<b>138,524 SF / 3.1 AC</b>
OFFICE AREA	1,382 SF
WORKSHOP AREA	20,000 SF
<b>TOTAL BUILDING AREA</b>	<b>21,382 SF</b>
<b>OPEN SPACE</b>	<b>69,892 SF (50%)</b>
ASPHALT	44,991 SF
CONCRETE	2,258 SF
<b>TOTAL HARDSCAPE AREA</b>	<b>47,250 SF (34%)</b>
BIKE SPACES REQUIRED	0-1 (SECTION 4-12-04-13)
BIKE SPACES PROVIDED	0
PARKING REQUIRED	21 (SECTION 4-12-04-03)
TOTAL PARKING PROVIDED	21
[(1) HANDICAP SPACE INCLUDED]	



**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT**

**CASE NO.: PLN2017-00036**

**CASE NAME: OIL AND GAS TEXT AMENDMENTS TO CHAPTER 4**

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**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT  
STAFF REPORT**

**Board of County Commissioners**

**June 19, 2018**

<b>CASE No.: PLN2017-00036 CASE NAME: Oil and Gas Text Amendments to Chapter 4</b>	
Applicant's Name:	Adams County Community & Economic Development Department
Applicant's Address:	4430 S. Adams County Parkway, Brighton, CO 80601
Location of Request:	Unincorporated Adams County
Nature of Request:	(1)Text amendments to Chapter 4 of the Adams County Development Standards and Regulations with respect to: plugged and abandoned wells, expiration and renewal of Administrative Use by Special Review Permits, text to incorporate the assessment of oil and gas road impact fees, and other miscellaneous changes
Hearing Date(s):	<b>PC: May 24, 2018 / 6:00 p.m.</b>
	<b>BoCC: June 19, 2018 / 9:30 a.m.</b>
Report Date:	June 7, 2018
Case Manager:	Jennifer Rutter
Staff Recommendation:	APPROVAL with 3 Findings-of-Fact

**SUMMARY OF APPLICATION**

**Background:**

On March 22, 2016, Adams County adopted regulation amendments to establish a site-specific permitting process for oil and gas facilities within the unincorporated areas of the County. Those amendments aimed to address effective regulation of the intense oil and gas development that has been increasingly encroaching on urban areas.

Since 2016, several deficiencies of the existing regulations have been identified, including a lack of standards addressing plugged and abandoned oil and gas wells, no expiration of the site-specific Use by Special Review Permit for oil and gas facilities, and no road maintenance and impact fee for oil and gas development. These proposed regulation amendments aim to address these issues.

**Development Standards and Regulations:**

Section 2-02-13 of the Adams County Development Standards and Regulations details the procedures for amendments to the text of the standards and regulations. Only the Board of

County Commissioners may, after a recommendation from the Planning Commission, adopt a resolution amending the text of the standards and regulations.

Section 2-02-13-06-01 of the Development Standards and Regulations lists three criteria for reviewing text amendments. The first two criteria require consistency with the Comprehensive Plan and the purpose of the Development Standards. The third criterion requires the text amendment to not be detrimental to the majority of persons or property in the surrounding areas nor to the community in general. The changes proposed in the subject text amendment are consistent with the County's Comprehensive Plan, the purpose of the Development Standards and Regulations, and will not be detrimental to the residents of Adams County. The changes will enhance the County's requirements and performance standards for plugged and abandoned oil and gas wells, the permitting of new oil and gas facilities, and allow for the collection of oil and gas road impact fees.

The Denver Regional Council of Governments (DRCOG) projects Adams County to be the fastest growing county in Colorado over the next twenty years in both population and employment. This forecast necessitates additional regulations to ensure that both future residential development and the increasing development of oil and gas resources remain harmonious and compatible with overall development of the County. The three sets of proposed regulation amendments aim to address identified deficiencies in our current regulations, which include development in proximity to plugged and abandoned wells, expiration and renewal process for the County's Use by Special Review permit for oil and gas facilities, and language to incorporate a road impact fee for oil and gas development as well as adoption of the fees.

A summary of each chapter and proposed changes, including the purpose for the text amendments, is outlined below:

**Plugged and Abandoned Wells, and Former Oil and Gas Production Sites (Section 4-10-02-03-05)**

Oil and gas development has been occurring in Adams County since the mid-1900's, with over 2,100 wells having been drilled. Many of these wells have since been plugged and abandoned and can interfere with new surface development if not properly identified, marked, and protected.

These proposed amendments aim to protect and promote the health, safety, and welfare of the present and future residents of the County by establishing standards for developing in proximity to plugged and abandoned wells. These amendments include requirements for new subdivision plats to: identify and mark plugged and abandoned wells; submit a location diagram for a plugged and abandoned well; establish a workover setback of fifty by one hundred feet for plugged and abandoned wells; notification of prospective property buyers near the location of the plugged and abandoned well; and test for expansive soils in the location of former pits. See Exhibit 2.1 for the proposed text.

**Expiration of Approval; Permit Revision Process (Section 4-10-02-04-07)**

The 2016 regulation amendments established a standard and predictable permitting process for oil and gas development in unincorporated Adams County called the Administrative Use by Special Review (AUSR) permit. There is no expiration of the AUSR permit, as the regulations

are currently written, so long as the operator begins construction of the well pad within five years of the issuance of the permit.

Many oil and gas operators choose to obtain a permit for many wells on a single pad and then phase the development of those wells over many years. For example, an operator may obtain a permit for 30 wells and then drill three wells each year over ten years. This phasing of development of a large industrial facility does not take into account compatibility with future growth.

With the expansion of development in our growing County, it is important that oil and gas facilities that elect to phase their projects over many years be reevaluated periodically. This will allow for a reassessment of the compatibility of the facility with the residential and commercial growth that may occur in the surrounding area. In addition, new best management practices for operations may be identified by the operator and incorporated into the permit renewal. See Exhibit 2.1 for the proposed text.

#### **Oil and Gas Road Impact and Maintenance Fees**

One aspect of oil and gas development that was not addressed in the 2016 regulation amendments was how it impacts local road systems, as well as other public infrastructure and services. The County assesses road impact fees for all new development in unincorporated areas, except oil and gas development and activities. In 2017, Adams County commissioned a study to identify the potential impacts of oil and gas development and production on the County's road system and design a roadway impact and maintenance fee to offset increased transportation maintenance, rehabilitation, and safety costs associated with heavy truck traffic and road damage from oil and gas activity. After several months of public meetings, data collection, modeling to extrapolate the cost of impacts, and deliberations, staff and a hired consultant arrived at a proposed fee to defray the cost of oil and gas activities on the County's road network. Staff presented the initial findings to the Board of County Commissioners (BoCC) on November 14, 2017 and with direction from the BoCC posted the study to solicit public feedback for a sixty-day period. Based on feedback from the public, staff and the consultant revised the initial proposed fees to address comments from the public feedback. On April 17, 2018, staff presented the revised proposed fees to the BoCC and obtained direction to proceed to schedule the fees for review and adoption. The purpose of this regulation amendment is to include text in the County's Development Standards and Regulations to require the payment of fees for oil and gas road impact and maintenance fees. Currently, there are no such requirements in the Development Standards. See Exhibit 2.1 for the proposed text.

#### **Analysis:**

##### **Compatibility with the Adams County Comprehensive Plan**

*Imagine Adams County*, the County's Comprehensive Plan, recently updated in December 2012, recognizes that extraction of sand, gravel, coal, oil, and gas resources contributes to the local economy, providing employment to County citizens and tax income to the County. However, the Comprehensive Plan also notes that sensitive extraction and reclamation practices are essential in

order to prevent potential negative impacts to the community. Policy 7.5 of the Comprehensive Plan reads as follows:

*Provide for the extraction of subsurface resources in accordance with State law, but require mitigation of undesirable impacts to the natural environment and community as well as plans for viable potential reuse of the land.*

In addition, the Comprehensive Plan contains extensive analysis of the County's natural and man-made hazards through the Hazard Identification and Risk Assessment (HIRA) outlined in the Appendix C of the plan and discussed in Policy 12.1, Reduce Risk and Effects of Natural and Industrial Hazards. In this section, the plan notes the importance of reducing risk and minimizing loss of life and property from natural and industrial hazard events and protecting public health and safety. The enhanced regulatory structure within this proposed regulation amendment provides for additional site-specific review of any new oil and gas facility in order to address issues such as public health and safety, as well as community risk and emergency response and preparedness.

Finally, there are many sections within the Comprehensive Plan that provide policy direction to balance the need for new development with the burdens associated with that development. The plan directs the County's decision makers to "evaluate and quantify potential impacts associated with high-impact, region-serving uses that may create burdens on the County (e.g. landfills, parole facilities, telecommunication towers, etc.) to ensure impacts are substantially mitigated. (*Imagine Adams County*, p. 38). The proposed regulation amendments also support this notion of balancing the economic considerations of resource development, while mitigating and addressing the impacts to existing communities and the natural environment.

#### Compatibility with Stakeholder Input

Staff and the County's outside legal counsel held meetings with a number of stakeholders, including residents, neighborhood groups, the oil and gas industry, local school and fire districts, proximate local governments, land developers, and the Home Builders Association, with respect to the proposed amendments that address plugged and abandoned wells and the renewal process for AUSR permits.

Community & Economic Development Department Staff and hired consultants also held several meetings with oil and gas industry operators and stakeholder groups and representatives to discuss the methods and assumptions of the road impact and maintenance fee determination. Staff also posted the initial proposed fee for a sixty day public review. The main concerns expressed from the proposed fees included ensuring proportional share of the cost associated with oil and gas activities, providing detailed information and data used for the study, and using similar policy requirements for road improvements for general developments such as the trigger for road pavements, etc. These concerns were all addressed and resulted in reduction and adjustment to part of the initial proposed fees.

The proposed regulation amendments address the majority of the concerns and requests put forth by the stakeholders. Additional regulation amendments are forthcoming to address the remaining concerns after further public outreach.

**PLANNING COMMISSION UPDATE:**

The Planning Commission (PC) considered this case on May 24, 2018. During the public hearing, Mr. Michael Paules from the Colorado Petroleum Council (CPC) spoke and provided input on the specific wording of the proposed regulation amendments; specifically, the Traffic Impact Fee language should provide more details on how it is calculated, the AUSR permit expiration is of concern if it can be revoked, and that plugged and abandoned wells should not be excavated.

The Planning Commission requested clarification on the proposed setbacks and for what types of development they would apply to. The PC also asked staff to explain the expiration of the AUSR permit and the reasoning behind the proposed renewal requirement. The PC suggested that the County should consider exacting its own severance tax from oil and gas development to pay for impacts.

In response to the comments provided by the CPC representative, Staff has removed the requirement for the plugged and abandoned well to be excavated. Regarding the PC inquiry about providing clarification required setbacks expiration of the AUSR permit, the proposed regulation amendments would apply to new residential subdivisions, requiring a setback from plugged and abandoned wells in the dimensions of 50'x100', which is approximately the size of a workover rig used for maintenance on wells. The setbacks for new development from existing wells, tank batteries, and flowlines are currently being explored and public outreach is still ongoing. For the purpose for requiring an AUSR permit expiration, the requirement for renewal in every three years will allow for large oil and gas facilities that are developed in phases to be reevaluated periodically; and the operator and Staff will be able to discuss new best management practices and ways to ensure that the facility remains compatible with the surrounding land uses. On the issue of providing detailed language to guide the preparation of the oil and gas impact fee independent study, Staff believes that the preparation of an independent study should occur only in circumstances where the oil and gas activity has peculiar circumstances that justify the need for such a study.

The Planning Commission voted (7-0) to recommend approval of the request.

**Regulatory Recommendations:**

Staff believes the proposed changes within this chapter of the regulations are needed. After extensive input from residents groups, the oil and gas industry, local school and fire districts, land developers, and the Colorado Association of Home Builders, Staff believes that all major concerns were addressed. The new regulations will provide better protections for the health, safety, and welfare of the citizens of Adams County, while continuing to allow responsible development of surface and mineral rights.

**Staff Recommendation:**

Staff believes the proposal is necessary in order to respond to the current challenges for regulating oil and gas development in Adams County. Therefore, staff is recommending approval based 3 Findings of Fact.

**RECOMMENDED FINDINGS OF FACT:**

1. The text amendment is consistent with the Adams County Comprehensive Plan.
2. The text amendment is consistent with the purposes of these standards and regulations.
3. The text amendment will not be detrimental to the majority of persons or property in the surrounding areas nor to the community in general.

## **EXHIBIT 2- Applicant Information**

4-01-01-01-01

***OIL AND GAS WELL DRILLING AND PRODUCTION***

4-01-01-01-01-01

***PURPOSE***

This Section is enacted to protect and promote the health, safety, values, convenience, order, prosperity and general welfare of the current and future residents of the County. It is the County's intent by enacting this Section to facilitate the development of oil and gas resources within the unincorporated area of the County while mitigating potential land use conflicts between such development and existing, as well as planned, land uses. It is recognized that under state law the surface and mineral estates are separate and distinct interests in land and that one may be severed from the other. Owners of subsurface mineral interests have certain legal rights and privileges, including the right to use that part of the surface estate reasonably required to extract and develop their subsurface mineral interests, subject to compliance with the provisions of this Section and any other applicable statutory and regulatory requirements. Similarly, owners of the surface estate have certain legal rights and privileges, including the right to have the mineral estate developed in a reasonable manner and to have adverse land use impacts upon their property, associated with the development of the mineral estate, mitigated through compliance with this Section.

4-01-01-01-01-02

***DEFINITIONS***

Oil and Gas Facilities:

1. The site and associated equipment used for the production, treatment, and/or storage of oil and gas and waste products; or
2. An individual well pad built with one or more wells and operated to produce liquid petroleum and/or natural gas, including associated equipment required for such production; or
3. Temporary storage and construction staging of oil and gas; or
4. Any other oil and gas operation which may cause significant degradation.

For any other definition not listed in this section, the definitions listed in Chapter 11 of the Adams County Development Standards and Regulations and the Colorado Oil and Gas Conservation Commission's regulations shall govern. If there is a conflict between the definitions in Chapter 11 and the COGCC's definitions, the COGCC's definitions shall prevail. If the term is not found in the COGCC's definitions or in Chapter 11, the term shall have its common



meaning along with the spirit and intent of the Development Standards and Regulations and may be subject to interpretation by the County Manager or his or her designee.

4-01-01-01-01-03

**GENERAL PROVISIONS**

1. Access: Oil and gas well installation shall be located to provide convenient access, shall accommodate the traffic and equipment related to the oil and gas operations and emergency vehicles, and shall comply with COGCC rules and Adams County Development Standards and Regulations. Oil and gas operations must minimize impacts to the physical infrastructure of the county transportation system.
2. Building Permit Required: If a well is permitted as a producing oil and/or gas well by the COGCC, a building permit is required. ~~For the purpose of these standards and regulations, a building permit includes, but is not limited to, a Rig and Move Permit and Oil and Gas Permit,~~ for the installation of permanent electrical, pumps, tank batteries, and all other above-ground structures as well as any other applicable permits including, but not limited to, culvert permits, oversized-load permits, and floodplain use permit.
3. Fees and Permits: All applicable County fees adopted by the County, including postage fees, must be paid at time of application and prior to issuance of a building permit, including for all applicable permits required by the Adams County Development Standards and Regulations.

**4. Oil and Gas Road Impact and Maintenance Fees:**

a. Operators must pay oil and gas road impact and maintenance fees, as approved by the Board of County Commissioners, for all proposed oil and gas wells and pads. This fee shall be paid at the time of issuance of Use by Special Review Permit (USR) or by Special Use Permit (SUP).

b. Any person or entity required to pay the oil and gas road impact fee may elect to submit an independent study and fee calculation to demonstrate that the nature, timing, or location of the proposed oil and gas development is likely to generate impacts costing less to mitigate than the amount of the fee that would be generated by the use of the fee schedule. Any independent fee study for oil and gas development shall generally follow the methodology established in the Adams County Oil & Gas Traffic Impact Study (see Exhibit 7.1).

i. The preparation of the independent fee calculation study shall be the sole responsibility of the electing party.

ii. Any person or entity who requests to perform an independent fee calculation study shall pay an application fee for administrative review. An administrative decision related to the independent study may be appealed to the Board of County Commissioners. The appeal shall be filed within 14 days of staff decision and shall follow the appeal process established for appeal of decision on application for Administrative Use by Special Review.

54. Safety Standards: Oil and gas operations shall be in compliance with COGCC safety and spill and release requirements. Any spill or release that is reportable to the Commission shall be simultaneously reported to the County's LGD, OEM, LEPC, Sheriff's Office, Community and Economic Development Department, Public Works Department, and applicable fire district.

The owner or operator of any installation that is required to prepare or have available a material safety data sheet for a hazardous chemical under the Occupational Safety and Health Act of 1970, 29 U.S.C. 651 et seq., and regulations promulgated under that Act, shall submit both a material safety data sheet (MSDS) for each such chemical and an annual emergency and hazardous chemical inventory form to the LEPC and the local fire district. A comprehensive and universal listing of all hazardous chemicals shall be organized based on the various phases of operation including test wells and drilling and other construction activities submitted prior to construction and with the necessary building permit applications for a Rig and Move Permit ~~and Oil and Gas Permit~~. In addition, operator shall have current MSDS and quantities on site at all times or available upon request.

65. Additional Reporting: The owner or operator of an installation shall also provide all annual tier II reports to the LEPC and the local fire district in accordance with all applicable federal, state and local laws in a format acceptable to the LEPC.

76. Stormwater Controls: Oil and gas operations shall be in compliance with COGCC rules related to stormwater management regulations and Adams County Stormwater Quality Regulations as contained in the Adams County Development Standards and Regulations / Ordinances and other applicable federal, state, and county requirements.

87. Water Bodies and Water Quality: Oil and gas operations shall not cause adverse impacts to surface or ground waters within Adams County. Operators shall comply with all COGCC Rules, specifically with respect to spills and releases in floodplains and/or water bodies, and applicable water quality standards set by the Colorado Department of Public Health and Environment.

**98.** Well Plugging and Abandonment: An operator shall comply with all COGCC rules regarding well abandonment and reclamation, including, but not limited to, removal of all equipment from the location and restoring the surface of the land to its original state. Notice of well plugging and abandonment shall be submitted by the operator to the County Building Safety Division and Community and Economic Development Department within forty-eight (48) hours.

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

**4-01-01-01-01-04****NON-COMPLIANCE**

1. State Notification of Violations: Adams County will cooperate fully with the State of Colorado by notifying the Oil and Gas Conservation Commission of any and all violations of the Colorado Laws and Regulations.
2. Delinquent Taxes: One condition of any oil and gas well building permit is that all taxes as provided by statute, shall be paid.
3. County Violations: The County has authority to cite violations under its control pursuant to Section 1-05-06 Criminal Remedies and Enforcement.
4. Legal Non-conforming: Adams County recognizes that there are oil and gas operations that were legally established prior to the effective date of these regulations that may or may not conform to these regulations. These operations may continue, provided the operation is not extended, expanded, or altered in a manner that changes and/or alters the nature, character, or extent of the land use impacts of the site.

**4-01-01-01-01-05****RESIDENTIAL CONSTRUCTION STANDARDS**

1. **Residential Construction Standards:** The Director of Community and Economic Development may impose any one (1) or more of the following standards on a specific site basis as a condition of subdivision approval and/or building permits on platted or unplatted land:

- a. The oil and gas well location shall include a two-hundred-fifty (250) foot buffer in the form of an easement on the Final Plat. No structures may be constructed within the buffer area.
- b. Access to the oil and gas well location shall be provided by a public street or recorded easement for private access.
- c. The Final Plat shall include notice to prospective buyers of the location of the oil and gas well and associated easements.
- d. All oil and gas well flow lines and/or easements shall be graphically depicted on the Final Plat.
- e. All surface and subsurface agreements shall be noted on the Final Plat by the recorded book and page number.
- f. Pursuant to Section 4-06-01-02-01-12, where a new home and/or other permanent structure with plumbing is constructed within three hundred (300) feet of an existing oil and gas well, the property owner shall submit a signed waiver acknowledging the existence of the facility.

**2. Plugged and Abandoned, and Former Oil and Gas Production Sites:** This Section is enacted to protect and promote the health, safety, morals, convenience, order, prosperity, or general welfare of the present and future residents of the County. These regulations are based upon the land use authority of the County.

- a. Prior to submittal of a final plat or site specific development plan, each plugged and abandoned well shall be located, ~~excavated (if it was cut off and buried)~~, and surveyed. The plugged and abandoned well shall be permanently marked by a brass plaque set in concrete similar to a permanent bench mark to monument its existence and location. Such plaque shall contain all information required on a dry hole marker by the Colorado Oil and Gas Conservation Commission and the County.
- b. As a condition of review of any final plat or site specific development plan which contains a plugged and abandoned well or former oil and gas production site or is within 200 feet of such well or

- site, the owner shall submit a location diagram of the location of the well.
- c. On every final plat or site specific development plan which contains a plugged and abandoned well, ~~or for property within 100 feet of a plugged or abandoned well,~~ there shall be dedicated a well maintenance and workover setback depicted on the plat, the dimensions of which shall be not less than fifty feet in width and 100 feet in length. No structures shall be located within this setback. The plugged and abandoned well shall be located in the center of the setback. There shall be public access for ingress and egress to the setback of a width of not less than twenty feet.
- d. Every final plat and site specific development plan which contains a plugged and abandoned well or a site specific development that includes a property that is less than 200 feet from a plugged and abandon well, ~~or for property within 200 feet of a plugged or abandoned well,~~ shall include the following notation: "The owner shall disclose to prospective purchasers of lots within a radius of 200 feet of the plugged and abandoned well of (1) the location of the plugged and abandoned well, (2) the location of the maintenance and workover setback, and (3) the purpose for the well maintenance and workover setback."
- e. As a condition of building permit review, no dwelling shall be constructed within fifty (50) feet of a plugged and abandoned well.
- f. Prior to issuance of a grading permit within a development containing a known reserve pit site, the reserve pit site shall be tested for expansive soils. Reserve pits containing expansive soils in locations proposed for buildings shall be subject to the provisions of the International Building Code.
- g. No utility lines shall be installed within ten feet of any plugged and abandoned well.

4-01-01-01-01-06

***OIL AND GAS WELL DRILLING AND PRODUCTION REVIEW***

1. **Review Process:** Any new oil and gas facility will require a Special Use Permit per Section 2-02-11 of the Adams County Development Standards and Regulations. In lieu of a Special Use Permit application and review, the County Manager or his or her designee, at its sole discretion, may elect to negotiate and enter into a Memorandum of Understanding (MOU) with an Operator. The County encourages MOUs to protect the environment, and effectively address the protection of the health, safety and welfare of Adams County residents.

If an MOU is executed, which includes all the best management practices determined necessary by the County Manager or his or her designee, then the applicant shall comply with all aspects of Section 04-10-02-05, Oil and Gas Facilities Administrative Use by Special Review.

2. **Amendments to the MOU:** Any change to the MOU from that approved by the Board of County Commissioners shall require either a Full Amendment or a Technical Review.

- a. **FULL AMENDMENT**

If the proposed amendment meets the criteria necessary for an oil and gas drilling and production permit, but substantially changes the MOU, then the Full Amendment shall need authorization by the Board of County Commissioners.

- b. **TECHNICAL REVIEW AMENDMENTS (TRA)**

The process and requirements for a Technical Review Amendment (TRA) would occur when changes to the MOU are of such a limited nature or scope that a Full Amendment would be unnecessary. Such TRAs may include, but are not limited to: minor changes to structures necessary to meet new technological methods and such methods are technologically sound, economically practical, and reasonably available to the Operator, location and type of landscape material, relocation of light poles or fixtures that do not affect light levels at the property line, the relocation of access roads, color of structures. Such TRAs can be administratively approved by the County Manager or his or her designee.

- c. **PREREQUISITES FOR A TECHNICAL REVIEW  
AMENDMENT**

The following factors shall be used by the County Manager or his or her designee to determine if an application is eligible for a TRA. These factors shall include, but are not necessarily limited to the following:

- (1) Proposed amendments do not fall within the criteria listed for Oil and Gas Drilling and Production Full Amendment as specified in these Regulations.
- (2) Proposed amendments do not violate existing zoning or subdivision regulations.
- (3) Proposed amendments do not relate to any site, building, or sign detail that was a condition of approval through the public hearing process.
- (4) Proposed amendments do not substantially change any of the original plans or items that may have been conditioned through the public hearing process.

**4-01-01-01-01-07****OIL AND GAS FACILITIES ADMINISTRATIVE USE BY SPECIAL REVIEW**

The intent of this Section 4-10-02-05 is to describe the Administrative Use by Special Review process and approval criteria for Oil and Gas Facilities. Notwithstanding any other language in the Development Standards and Regulations to the contrary, an Oil and Gas Facility or related site preparation or development, including any such Facility that requires a Colorado Oil and Gas Conservation Commission (“COGCC”) permit, may not commence without first obtaining Use by Special Review approval, regardless of the zone district or category in which the operation will be located. Oil and Gas Facilities are specifically allowed in all zone districts, including Planned Unit Developments, subject to Use by Special Review approval and subject to obtaining other required permits and approvals.

**4-01-01-01-01-07-01*****RELATIONSHIP TO SECTION 02-02-11, SPECIAL USE PERMIT***

This Section provides an Administrative Use by Special Review approval process for Oil and Gas Facilities where an applicant and the County have executed an acceptable Memorandum of Understanding (“MOU”) and the applicant meets other administrative approval criteria, as set forth in further detail below. In the event that an applicant has executed an MOU and obtains approval for an Administrative Use by Special Review for a particular Oil and Gas Facility, compliance with the procedures and criteria in Section 02-02-11, Special Use Permit, is not required. In other situations, in order to obtain approval for an oil and gas facility, the applicant must comply with the provisions of 02-02-11, Special Use Permit.

**4-01-01-01-01-07-02 ADMINISTRATIVE APPROVAL CRITERIA**

In order to obtain Administrative Use by Special Review approval, an Oil and Gas Facility shall first satisfy the following criteria:

- 1. Memorandum of Understanding:** An MOU acceptable to the County must have been executed by the applicant and the County and currently be in full force and effect, and the Oil and Gas Facility as proposed must be in compliance with the provisions of the MOU. An MOU may contain requirements similar to criteria contained within the Administrative Use by Special Review permit process. In such instances, the criteria within the Administrative Use by Special Review Permit shall govern.
- 2. Satisfy Submittal Requirements:** The application and exhibits for the Administrative Use by Special Review must satisfy all applicable submittal requirements in this Section.
- 3. Compatibility/ Land Use Impacts:** The Oil and Gas Facility shall be compatible with the surrounding area and shall not create any site specific conditions that present significant or material impacts to nearby land uses. Best management practices or conditions of permit approval may be used to achieve compliance with this criterion.
- 4. Emergency Service Providers:** The Oil and Gas Facility applicant must provide a commitment to serve (“will serve”) letter from the authority having jurisdiction for providing emergency services (fire protection and emergency medical services) for that facility, or, where no authority has jurisdiction, from an emergency services provider with the ability to provide such emergency services.

**4-01-01-01-01-07-03 ADMINISTRATIVE PROCESS**

- 1. Pre-Submittal Meeting:** Prior to submitting an application for an Administrative Use by Special Review for an Oil and Gas Facility, the applicant is required to attend a pre-submittal meeting with representatives of the Community and Economic Development (“CED”) Department, unless waived. At the pre-submittal meeting the applicant will receive direction from County staff that will assist in preparing a complete application for submittal to the County and the County will supply the list of addresses of record for property owners within one-half mile who are to receive notice per Section 04-10-02-05-06 below. The County will also supply



the applicant with a list of applicable referral entities that will be sent a referral packet.

2. **Review for Completeness:** Upon receipt of an Oil and Gas Use by Special Review application and fee, referral packets and associated application materials, the Community and Economic Development Department staff shall review the materials submitted to determine if the application is complete and consistent with the standards set forth in this Section 04-10-02-05.
3. **Concurrent Referral and Review:** CED staff will refer the complete application for a twenty-one (21) day review by the various divisions of the CED and the County Attorney's Office, as deemed appropriate. An application may require review by outside agencies such as the U. S. Army Corps of Engineers, if the project impacts a floodplain, and may also be referred to any life-safety providers, adjacent jurisdictions, local public health department, and others as may be deemed appropriate.
4. **Address Deficiencies:** The applicant will be notified of any outstanding issues in connection with application materials upon completion of this review and will be required to address any issues or deficiencies in connection with the application materials in accordance with Section 02-01-04, Determination of Sufficiency. If necessary, a meeting will be held to discuss any issues that need to be resolved. If necessary, the applicant will then submit an amended application, plan or other submittals, as appropriate, to the County for verification that the deficiencies have been addressed by the applicant. If the above-described outstanding issues cannot be resolved, the Director may refer the case to the BOCC for its consideration.
5. **Final Review:** Upon acceptance of the final copy of the application and exhibits by the CED staff, the application materials will be forwarded for final review by the Director.

#### 4-01-01-01-01-07-04 **ADMINISTRATIVE SUBMITTAL REQUIREMENTS**

A Submittal Requirements list is available from the CED staff outlining the complete list of submittal items and the proper number of documents. Other submittal requirements may be required based on CED staff review. The following items are required as part of an Oil and Gas Facility application submittal:

1. **Pre-Submittal Notes or Waiver:** Notes from the pre-submittal meeting pertaining to the application, or signed waiver of pre-submittal meeting form.
2. **Application Form:** A completed Oil and Gas Facility application form. Application forms are available from the CED staff.
3. **Application Fees:** Application fee schedules are available from the CED staff.
4. **Plan:** An Oil and Gas Operations Plan drafted in accordance with 04-10-02-05-05 of this Section.
5. **Emergency Preparedness Plan:**

5.1. In General. Oil and gas operations shall not cause unreasonable risks of emergency situations such as explosions, fires, gas, oil or water pipeline leaks, ruptures, hydrogen sulfide or other toxic gas or fluid emissions, and hazardous material vehicle accidents or spills.

5.2. Emergency Preparedness Plan. Each Applicant with an operation in the County is required to implement an emergency preparedness plan for each specific oil and gas facility. The plan shall be referred to and approved by the Adams County Sheriff, the Office of Emergency Management, and the applicable fire district and filed with the County and updated on an annual basis or as conditions change (responsible field personnel change, ownership changes, etc.). The emergency preparedness plan shall consist of at least the following information:

- a. Name, address and phone number, including 24-hour emergency numbers for at least two persons located in or near Adams County who are responsible for emergency field operations.
- b. An as-built facilities map in a format suitable for input into the County's GIS system depicting the locations and type of above and below ground facilities including sizes, and depths below grade of all oil and gas gathering and transmission lines and associated equipment, isolation valves, surface operations and their functions, as well as transportation routes to and from exploration and

development sites, for emergency response and management purposes. The information concerning pipelines and isolation valves shall be held confidentially by the County's Office of Emergency Management, and shall only be disclosed in the event of an emergency. The County shall deny the right of inspection of the as-built facilities maps to the public pursuant to C.R.S. § 24-72-204.

- c. Detailed information addressing each potential emergency that may be associated with the operation. This may include any or all of the following: explosions, fires, gas, oil or water pipeline leaks or ruptures, hydrogen sulfide or other toxic gas emissions, or hazardous material vehicle accidents or spills. For each potential emergency, threshold / trigger levels shall be pre-identified that govern when an emergency state is declared by the Applicant.
- d. The plan shall include a provision that any spill outside of the containment area or which has the potential to leave the facility or to threaten a water body shall be reported to the emergency dispatch and the Director immediately.
- e. Detailed information identifying access or evacuation routes, and health care facilities anticipated to be used.
- f. Project specific emergency preparedness plans are required for any project that involves drilling or penetrating through known zones of hydrogen sulfide gas.
- g. The plan shall include a provision that obligates the Applicant to reimburse the appropriate emergency response service providers for costs incurred in connection with any emergency.
- h. Detailed information that the Applicant has adequate personnel, supplies, and funding to implement the emergency response plan immediately at all times during construction and operations.

- i. The plan shall include provisions that obligate the Applicant to keep onsite and make immediately available to any emergency responders the identification and corresponding Material Safety Data Sheets (MSDS) of all products used, stored or transported to the site. The MSDS sheets shall be provided immediately upon request to the Director, a public safety officer, or a health professional. In cases of spills or other emergency events, the plan shall include provisions establishing a notification process to emergency responders of potential products they may encounter, including the products used in the hydraulic fracturing fluids.
  - j. The plan shall include a provision establishing a process by which the Applicant engages with the surrounding neighbors and schools to educate them on the risks and benefits of the on-site operations and to establish a process for surrounding neighbors and schools to communicate with the Applicant.
- 6. **Engineering Documents:** The following technical Engineering documents are required by the CED staff unless otherwise waived:
  - 6.1. Construction Plans:

If applicable, Construction Plans for the proposed Oil and Gas Operation's public improvements including road plan and profile sheets, storm drainage improvements plans and other public improvements, prepared in accordance with the latest version of the Adams County Development Standards and Regulations (Chapter 9).
  - 6.2. Pavement Design Report:

If applicable, a Pavement Design Report prepared in accordance with the latest version of the Adams County Development Standards and Regulations (Chapter 7).
  - 6.3 Grading Erosion and Sediment Control:

If applicable, a Grading, Erosion, Sediment Control Report and Plan as defined in the latest version of the Adams County Development Standards and Regulations (Chapter 9).
  - 6.4 Transportation, Roads, Access Standards, and Fees:

- a. The Applicant's transportation plan must be designed and implemented to ensure public safety and maintain quality of life for other users of the county transportation system, adjacent residents, and affected property owners.
- b. Where available, existing private roads shall be used to minimize land disturbance unless traffic safety, visual or noise concerns, or other adverse surface impacts clearly dictate otherwise.
- c. Access roads on the site and access points to public roads as identified in the application materials shall be reviewed by the CED department and shall be built and maintained in accordance with the engineering specifications and access road standards defined in the Adams County Development Standards and Regulations (Chapter 8).
- d. All applicable transportation fees shall be paid prior to issuance of a development plan review construction permit, including without limitation:
  - (a) access permit fees;
  - (b) oversize/overweight permit fees;
  - (c) right of way construction permit fees; and
  - (d) traffic impact and road maintenance—~~industrial traffic impact~~ fees.
- e. Oil and gas operations must minimize impacts to the physical infrastructure of the county transportation system. Any costs to improve county transportation system infrastructure necessitated by the proposed oil and gas operation shall be the responsibility of the Applicant. All transportation system infrastructure improvements and associated costs shall be determined by the CED department. The County shall perform the work or arrange for it to be performed. If the Applicant disagrees with the infrastructure improvements or associated costs as assessed by CED, it may request that the department approve a different route for its proposed oil and gas operation that avoids the need for such improvements. Alternatively, the Applicant may engage a licensed civil engineering firm to perform a traffic impact study in accordance with Chapter 8 of the Development Standards and Regulations to independently evaluate county transportation system

infrastructure improvements necessitated by the proposed oil and gas operation.

**6.5.Drainage Study/Technical Drainage Letter/Plan:**

If applicable, a Drainage Study/Technical Drainage Letter/Plan prepared in accordance with the latest version of the Adams County Development Standards and Regulations (Chapter 9).

**6.6 Floodplain Use Permit:**

The applicant must obtain a Floodplain Use Permit, in accordance with the latest version of the Adams County Development Standards and Regulations, if the proposed Oil and Gas construction disturbance or operation encroaches into the 100-year floodplain, or the access is crossing a major drainage way, as defined by the latest version of the Adams County Development Standards and Regulations (Chapter 9).

**7. Surface Owner Documentation**

Documentation as to whether the surface owner and others with interest in the property have authorized the proposed Oil and Gas Facility.

**8. Additional Information**

Additional information may be requested by the Director as deemed appropriate to process the application and to meet the criteria in this Section 04-10-02-05. The Director may also waive the submittal of any information required above as deemed appropriate.

**4-01-01-01-01-07-05 OIL AND GAS OPERATIONS PLAN**

- 1. Plan Format:** Two hard copies of all plans shall be provided and one copy of the plans shall be provided in digital format, on either a thumb drive or CD. No plans shall contain copyright restrictions or public use restrictions.
- 2. Cover Sheet:** The cover sheet shall have a title block with the reference to an Administrative Use by Special Review, project name, and location by section, township and range. The cover sheet shall also include a legal description of the area, date of the drawing, existing zoning of the site, a sheet key, a vicinity map with north arrow (scale of 1" = 2,000' preferred) with an emphasis on the major roadway network within two (2) miles of the proposal, and all applicable County notes, an approval signature block and a block to insert the COGCC Permit number when

approved. Upon approval, the first sheet will be signed by the Director.

3. **Impact Area Map:** The second sheet shall contain an Impact Area Map that shows the proposed location of the Oil and Gas Facility, locations of all existing oil and gas wells within the one-mile impact area, locations of all producing, closed, abandoned, and shut-in wells and other oil and gas operations within one (1) mile of the site, locations of all water wells within ½ mile of the proposed Oil and Gas Operation, Existing improvements within 1,500 feet of the location on which the operation is proposed, and all existing and proposed roads within the one-mile impact area.
4. **Drilling Operation Plan:** The third sheet shall provide a site plan of drilling operations with drilling equipment with existing and proposed finished-grade topography at two-foot (2') contours or less tied to a datum acceptable to the County. The applicant shall verify current information regarding what datum is acceptable to the County, prior to submitting the application for the Administrative Use by Special Review. The layout of the drilling equipment may be shown as a typical plan, if the County deems it appropriate for the extent of development of the proposed Oil and Gas Facility.
5. **Production Plan:** The fourth sheet shall provide a site plan of production operations with production equipment such as tanks and compressor stations with existing and proposed finished-grade topography at two-foot (2') contours or less tied to a datum acceptable to the County. The production plan shall also identify proposed drilling and completion schedules. A seed mix shall be provided for reseeding the well pad. Equipment layout may be a typical plan appropriate to the degree of development for the Oil and Gas Facility, if the County deems it appropriate for the extent of development of the proposed Oil and Gas Facility.
6. **Signage Plan/Sign Detail:** A dimensioned Signage Plan or Sign Detail shall be included on one of the sheets describing and illustrating the appearance, size, location, type, color, material, and illumination of all signs. Directional signs for emergency responders and inspectors shall be included, along with a 24-hour, 7-days per week contact information to deal with all noise complaints.
7. **Final Plan:** Once the review process is complete and staff has determined that all outstanding issues have been resolved, staff

will request a final copy of the Oil and Gas Operations Plan. The final copy of the Plan shall be paper. The final Oil and Gas Operations Plan shall contain the information listed above unless otherwise specified by the County staff.

**4-01-01-01-01-07-06      *NOTICE OF APPLICATION REQUIREMENTS; DISCRETIONARY NEIGHBORHOOD MEETING***

**1. Notice:** The applicant shall provide written notification by U.S. Mail to owners of parcels within ½ mile of the boundaries of the proposed parcel where an application for an Administrative Use by Special Review for an Oil and Gas Facility has been filed with the County. The Notice of Application shall meet the format prescribed by the County and shall be mailed no less than ten (10) days prior to the submittal date of an application for an Oil and Gas Facility to the County. The Notice of Application shall contain a statement informing the recipients of the notice that they may request written notification by the Applicant of the commencement of construction and commencement of drilling operations. The applicant shall provide written notification by U.S. Mail, which shall include an offer to consult, to any municipality or county whose boundaries are within 1/2 mile of the proposed parcel where an application for an Administrative Use by Special Review for an Oil and Gas Facility has been filed with the County.

**2. Neighborhood Meeting:** The Director may require the applicant to conduct a neighborhood meeting at a convenient public location with adjacent and surrounding land owners and other interested parties in accordance with Section 02-01-02, Neighborhood Meetings. At the neighborhood meeting, the Applicant shall provide an overview of its proposed oil and gas operation and allow those in attendance to provide input as to the proposed operation, including, but not limited to, issues that arise from application of these regulations to the proposed operation, and suggested mitigation to adequately ensure compliance with these regulations.

**4-01-01-01-01-07-07      *APPROVAL/DENIAL OF ADMINISTRATIVE USE BY SPECIAL REVIEW***

**1. Action to Approve, Conditionally Approve or Deny:** Unless there are any issues that have not been resolved by the applicant, the County will exercise its best efforts to process the Administrative Use by Special Review for an Oil and Gas Facility within forty-two (42) calendar days from the date of complete



submittal by the applicant. The Administrative Use by Special Review application can be administratively approved, approved with conditions necessary to meet the criteria of this Section or denied based upon noncompliance with the criteria of this Section. Written notice of the decision shall promptly be provided to the applicant, and, if denied, the notice shall include a statement of the reason(s) for denial. The forty-two (42) calendar day timeframe counts only as the County's processing time and does not include the applicant's response time.

2. **Director's Discretion to Refer to the Board:** In lieu of the Director making a decision on an application, the Director has the discretion to refer any application for Administrative Use by Special Review or amendment thereto to the BOCC for its consideration and decision at a public hearing. In such event, the BOCC shall make its determination based upon the requirements of this Section; however, unless waived by the BOCC, notice of the hearing shall be provided to those parties entitled to notice as set forth in Section 04-10-02-03-03-07-06 prior to the BOCC hearing. At such public hearing, the BOCC may approve, approve with conditions, or deny the application.
3. **Expiration of Approval; Permit Revision Process:** An approval of the Administrative Use by Special Review shall only be valid for five (5) years unless the Oil and Gas Facility is substantially commenced prior to the expiration of such timeframe. Provided at least one well is drilled and completed during the initial three (3) year period following approval of a multi-well pad location, such approval permanently vests the permitted location for the number of wells as contained within the initial permit approval. If additional wells are to be drilled at the multi-well pad location following expiration of the initial three (3) year period, the permit(s) for those wells shall be revised pursuant to this provision. The Permit Revision Process is the process to ensure application of most recent and applicable Best Management Practices associated with application of the permitting standards contained within these Development Standards. The Permit Revision Process also allows the Operator to inform the County of any most recent and applicable Best Management Practices associated with well drilling and completion. To achieve these goals, the Permit Revision Process shall include application of all necessary and relevant provisions of these Regulations as determined by the Director of Community and Economic Development. The Permit Revision Process is the County process which serves to update the

County oil and gas well permit associated with a multi-well pad location and is not a process to deny a previously approved permit.

- 4. Permits Required Prior to Commencement of Operations:** If applicable, an Access Permit and Oversize Load (OSL) Permit shall be required prior to the development of the Oil and Gas Facility. A Floodplain Use Permit shall be required prior to any work within a floodplain. A Building Permit may be required prior to construction of certain structures within the Oil and Gas Facility.

**4-01-01-01-01-07-08      *APPEAL of DECISION ON APPLICATION FOR ADMINISTRATIVE USE BY SPECIAL REVIEW***

An applicant may appeal the Director's denial of an application for an Administrative Use by Special Review for an Oil and Gas Facility, or any conditions of approval, to the Board of County Commissioners for a hearing. The applicant must file the appeal within fourteen (14) calendar days of the date of the Director's decision by submitting a letter of appeal to the Director. Thereafter, the matter will be scheduled on the next available agenda of the BOCC. At such hearing, the BOCC may affirm, reverse or modify the decision of the Director, based upon the criteria set forth in Section 4-10-02-03-03-07-02.

**4-01-01-01-01-07-09      *MOU PROVISIONS AS CONDITIONS OF APPROVAL***

An approval of an Administrative Use by Special Review for an Oil and Gas Facility shall automatically include as conditions of approval all provisions of the MOU executed by the applicant, except to the extent waived by the Director or the Board.

**4-01-01-01-01-07-10      *ADMINISTRATIVE AMENDMENT***

If the applicant or operator proposes changes from the plans approved through the Administrative Use by Special Review, including any changes in the source or location of water to be used by the Oil and Gas Facility, the applicant or operator is required to submit an amendment to the application showing the changes, unless such requirement has been waived by the Director. The proposed amendment will be reviewed by staff and, if applicable, staff may require additional information. The amended application will need to meet all requirements of this Section and be approved in writing by the Director, or the BOCC (if the BOCC approved the original application), prior to implementation.

**4-01-01-01-01-08**

***COGCC AND COUNTY APPROVALS REQUIRED***

Development of the Oil and Gas Facility shall not commence until and unless any required permits from COGCC, and a Use by Special Review (administrative or non-administrative) or Special Use Permit from the County, have both been approved.

**4-01-01-01-01-09**

***COGCC RULE 305(a) or 305A CONSULTATION PROCESS***

If consultation between an operator and the County is triggered by either Rule 305(a)(1) or Rule 305A, the Director may, in his discretion use either the Administrative Use by Special Review permitting process or the Special Use permitting process, or, in the case neither process is appropriate, develop a case by case consultation process with the operator.

### **EXHIBIT 3- Referral Comments (1st Round)**



## ACCDAN Comments on Proposed Regulation Amendments (PLN2017-00036-dated November 2, 2017)

[jrutter@adcogov.org](mailto:jrutter@adcogov.org)

Due December 1, 2017

Submitted: November XX, 2017

Submitted by: Jennifer Gamble, President, Adams County Communities for Drilling Accountability Now

Adams County Communities for Drilling Accountability Now respectfully requests the following changes to the draft proposed regulations pertaining to oil and gas development. We are happy to sit down and discuss these in detail with the commissioners, county staff and the author of the regulation amendment. We feel very strongly about many of the items included and would like an opportunity to justify our proposed changes. Thank you.

- 1) **4-10-02-03-05.** Please expand the setback (buffer zone) between existing oil and gas development and new development to include other forms of development (not just residential “subdivisions”). Other development may include day care centers, medical facilities, restaurants, office buildings, commercial developments, etc. (basically zoning areas other than industrial – which is really where oil and gas belongs) that deserve protection to ensure public health and safety. An oil and gas explosion, like what occurred at Firestone, would have been even more potentially devastating if it had impacted an occupied restaurant, day care facility, medical facility or office building.
- 2) With respect to the 500 foot buffer. The current draft appears to have left off the actual wells themselves and only references production facilities. Please amend the language in **4-10-02-03-03-05** item b. to add “oil and gas well and/or ... production facility” as indicated below.
  - a. “The subdivision plat shall contain a five hundred (500) foot setback around each **oil and gas well and/or** production facility in the form of a no-build easement on the Final Plat. No structures may be constructed within the setback area.”
  - b. On item c, d and g of the same section, please retain the words “oil and gas” prior to the word well to avoid confusion with other well types such as water wells and drinking water wells. We are not sure why these words would be deleted as that only decreases clarity and introduces opportunity for confusion.
  - c. With respect to item G, there needs to be some protection in the event that the property owner granting an exception is a home developer/home building such that the person that ultimately occupies the structure (the buyer) is mandatorily made aware that an exception has been granted and that the home they are purchasing is less than 500 feet from such facilities. This information needs to be recorded on the deed for the impacted lot/home and stay with the property so that for all future sales, future buyers are aware of this exception. The developer cannot commit for the future homeowner.
- 3) Since the 500 foot setback (buffer) will affect development areas outside of “oil and gas” (such as commercial, etc.), we suggest that the regulations in the other areas of the county regulations dealing with commercial and other forms of development be updated to include these setbacks or at a minimum include a reference to that applicable provisions of 4-10-02-03-05. It is best to over clarify and over reference/include these provisions due to the importance to public health and safety.



- 4) Definition **11-02-XX Production Facility**. Please amend the definition to add “oil and gas wells” and “gathering lines” for absolute clarity as follows:
- Any oil and gas wells, storage, separation, treating, dehydration, artificial lift, power supply, compression, pumping, metering, monitoring, flowline, gathering lines and other equipment or underground lines directly associated with oil wells, gas wells, or injection wells.
- 5) Add a provision for all new oil and gas-related permits for wells, locations and pipelines that includes an operational life provision. This would mean from the date a well or pipeline goes operational, it has an operational window of 25 years. The reason for this is the life of materials (i.e. corrosion, wear, leaks, etc.). After 30 years, the permit expires and the operator must conduct a detailed review of all equipment, piping, etc. to determine that no corrosion exists, replace corroded, damaged or failing materials with new (including replacement of underground piping with current industry BMP materials), update the facility to new safety standards and state and county requirements and then undergo a detailed inspection by the county inspector. If the facility passes the “life extension” inspection, than it can operate for another 5 years and the operator must go through this process every five years until it closes, removes and fully remediates the site. This is similar to requirements in the nuclear power industry and by comparison, the nuclear power industry has had no deaths or accidents impacting public health in the United States in more than four decades. I have consulted with engineering materials experts in the oil and gas industry who have told me that the “design life” for oil and gas wells and pipeline materials is 20-25 years.
- Under section 4-10-02-03-03-07-07, item 3. Expiration of Approval, please add the following language as item 3. A. to address the concern above. 3. A) Oil and gas permits issued by Adams County have a permit life of 20 years to correspond with the current industry anticipated safe operational life of oil and gas wells and production facilities. After 20 years, the permittee/operator is required to reapply for a new permit which will subject the facility to current best management practices, modifications, repairs, extensive integrity testing and replacement of any corroded or failing components as necessary to ensure the continued safe operation of oil and gas wells and production facilities that have exceeded their design basis operational life.
- 6) **4-10-02-03-03-10 STANDARDS FOR FLOWLINES AND GATHERING PIPELINES**
- Please add more stringent provisions for required periodic monitoring, inspection, and pressure testing of all underground pressurized lines – preferably quarterly, but at least annually – when said lines are located in urbanized areas. We should be applying more stringent standards than the federal standard when these underground lines are located in urban residential areas.
  - Only including “flow lines” and “gathering lines” leaves a gap. Suggest using the following “all oil and gas related underground lines that are either currently or formerly pressurized.” We get into semantics where a certain segment is left off and then goes unregulated (like the COGCC debacle). Adams County needs to do better than the State with this.
  - Water body crossing – specify how deep below the water body these pipelines (installed using BMP/boring technology) should be. A qualified environmental expert



knowledgeable in pipeline risks and hazards should decide a safe distance greater than X feet.

- d. For item 5. GPS and As-Built Drawings – put in a provision that “Operators may only use piping materials that can be easily located by conventional utility locate methods.” – for example, they should NOT be allowed to use “poly” piping or lines such as were involved with Firestone explosion or any similar line materials that cannot easily be detected.
- e. For item 7. Add the following: “The location and directions for shutoff valves as well as emergency contact details shall be provided to the county/county inspector.”
- f. For item 8. Expand to include notification for oil leaks as well as just gas leaks – as follows: “The Local Government Designee shall be notified immediately of oil and gas and fracking fluid leaks.”

**7) 4-10-02-03-03-11 PLUGGED AND ABANDONED, AND FORMER OIL AND GAS PRODUCTION SITES**

- a. In general and for consistency, change all references to distances from wells to be 500 feet for consistency with other sections of the code, maximum protection of health and safety and ease of enforcement. Having all kinds of different setback distances only interjects opportunity for errors.
- b. Add a new provision that states “Operator must remove all underground piping and lines when they are to be abandoned or go unused for a period of 5 years or more. Removal of 100% of lines is required for proper closure/abandonment and remediation.” The five year requirement, lessens the likelihood of all these historic leaks we have been having in Adams County. If a well is not producing for 5 years, they need to plug it and remove ALL of the piping.
- c. Item 9. We assume the word “excavated” means removal of the well and all associated underground lines and equipment? If yes, we are very pleased you are requiring removal of plugged and abandoned wells prior to new development. Please retain this language, but make it clear who is responsible for doing the removal? The oil and gas operator that owns the site or the developer of the future development? If you are requiring the oil and gas operator to do it then you may have to require it when they originally go to close, plug and abandon otherwise they may disappear and the county will be left paying for this. If this is not what you meant than the provision is unclear and we would urge you to require: “When wells are plugged or abandoned in Adams County that all underground piping and ancillary equipment be removed and that the well be plugged/capped and marked.”
- d. Item 10. Change 200 feet to “500 feet.” -- “As a condition of review of any final plat, minor subdivision plat, or site development plan which contains a plugged and abandoned well or former oil and gas production site or is within 200-500 feet of such well or site, the owner shall submit a location diagram of the location of the well.
- e. Item 11. Please make the following changes – “On every final plat and on every minor subdivision plat which contains a plugged and abandoned well, or for property within 100-500 feet of a plugged or abandoned well, there shall be dedicated a well maintenance and workover setback easement, the dimensions of which shall be not less than fifty-500 feet in width and 100-500 feet in length. No structures shall be located



within this 500 foot setback. The plugged and abandoned well shall be located in the center of the easement. There shall be public-operator access for ingress and egress to the easement of a width of not less than twenty feet.”

- f. Item 13. Please make the following changes – “13. Every final plat, minor subdivision plat, and site development plan which contains a plugged and abandoned well, or for property within 200-500 feet of a plugged or abandoned well, shall include the following notation: "The owner shall disclose to prospective purchasers of lots within a radius of 200-500 feet of the plugged and abandoned well of (1) the location of the plugged and abandoned well, (2) the location of the 4-164 Adams County Development Standards and Regulations maintenance and workover setback, and (3) the purpose for the well maintenance and workover setback.”
- g. Item 15. Please make the following change: “No utility lines shall be installed within ten 500 feet of any plugged and abandoned well.” Ten feet is definitely not sufficient. So please at a minimum increase this to a reasonable distance if for some reason 500 feet is not acceptable. Or institute some sort of careful review process. Remember in Firestone, the line that caused the explosion was very close to where the builder had placed utilities and drainage for the home. With these old wells there is NO WAY to ensure that underground lines are accounted for and properly locked and tagged out – the only protection you have to give is distance.

Respectfully,

Jennifer Gamble, President, Adams County Communities for Drilling Accountability Now

[Jennifer.gamble@oppowerllc.com](mailto:Jennifer.gamble@oppowerllc.com)

720-334-0709



**From:** [Even, Whitney](#)  
**To:** [Jen Rutter](#)  
**Subject:** RE: Request for Comments: Regulation Amendments (Case #PLN2017-00036)  
**Date:** Thursday, November 30, 2017 12:32:27 PM

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Good afternoon Jen,

We have no comments on this case or the regulations amendments. Thanks!

Please be aware that my email address has changed to [weven@brightonfire.org](mailto:weven@brightonfire.org) and my old email address ([wmeans@brightonfire.org](mailto:wmeans@brightonfire.org)) will no longer be in use.

*Whitney Even*

Deputy Fire Marshal  
Brighton Fire Rescue District  
500 S. 4<sup>th</sup> Ave. 3<sup>rd</sup> Floor  
Brighton, CO 80601  
303-654-8040  
[www.brightonfire.org](http://www.brightonfire.org)

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**From:** Jen Rutter [mailto:[JRutter@adcogov.org](mailto:JRutter@adcogov.org)]  
**Sent:** Thursday, November 2, 2017 3:04 PM  
**To:** Jen Rutter <[JRutter@adcogov.org](mailto:JRutter@adcogov.org)>  
**Subject:** Request for Comments: Regulation Amendments (Case #PLN2017-00036)

Good afternoon,

Attached is the request for comments for Adams County's regulation amendments (Case #PLN2017-00036). Comments on this case are due to me by **Friday, December 1, 2017**. The referral includes a summary of the proposed amendments. Redlines of the amendments can be found on the County's website at <http://www.adcogov.org/oil-and-gas-information> or at <http://www.adcogov.org/planning/currentcases>.

Please let me know if you have any questions regarding this case or the regulations amendments. Thanks in advance for your review of this case.

**Jen Rutter**

Senior Environmental Analyst, *Community & Economic Development Department*  
ADAMS COUNTY, COLORADO  
4430 South Adams County Parkway, 1st Floor, Suite W2000A  
Brighton, CO 80601  
o: 720.523.6841 | [jrutter@adcogov.org](mailto:jrutter@adcogov.org)  
[www.adcogov.org](http://www.adcogov.org)

**From:** [Mike.Disher@byersfirerescue.org](mailto:Mike.Disher@byersfirerescue.org)  
**To:** [Jen Rutter](#)  
**Subject:** RE: Request for Comments: Regulation Amendments (Case #PLN2017-00036)  
**Date:** Thursday, November 2, 2017 4:31:54 PM  
**Attachments:** [sigimg0](#)

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At this time Byers has no comments or concerns for case # PLN2017-00036

Sincerely,  
Chief Mike Disher  
Byers Fire Rescue  
100 N Main St  
Byers CO 80103  
303-475-6505



----- Original Message -----

Subject: Request for Comments: Regulation Amendments (Case #PLN2017-00036)

From: Jen Rutter <[JRutter@adcogov.org](mailto:JRutter@adcogov.org)>

Date: Thu, November 02, 2017 2:03 pm

To: Jen Rutter <[JRutter@adcogov.org](mailto:JRutter@adcogov.org)>

Good afternoon,

Attached is the request for comments for Adams County's regulation amendments (Case #PLN2017-00036). Comments on this case are due to me by **Friday, December 1, 2017**. The referral includes a summary of the proposed amendments. Redlines of the amendments can be found on the County's website at <http://www.adcogov.org/oil-and-gas-information> or at <http://www.adcogov.org/planning/currentcases>.

Please let me know if you have any questions regarding this case or the regulations amendments. Thanks in advance for your review of this case.

<!--[if !vml]--><!--[endif]-->**Jen Rutter**

Senior Environmental Analyst, *Community & Economic  
Development Department*

**From:** [Loeffler - CDOT, Steven](#)  
**To:** [Jen Rutter](#)  
**Subject:** PLN2017-00036, Regulation Amendments  
**Date:** Tuesday, November 14, 2017 2:49:30 PM

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Jennifer,

We have reviewed the referral named above for amendments to the Adams County Development Standards and Regulations pertaining to Oil and Gas facilities 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](mailto:steven.loeffler@state.co.us) | [www.codot.gov](http://www.codot.gov) | [www.cotrip.org](http://www.cotrip.org)

**From:** [Kuster - CDPHE, Kent](#)  
**To:** [Jen Rutter](#)  
**Subject:** PLN2017-00036  
**Date:** Wednesday, November 15, 2017 8:16:09 AM

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November 15, 2017

Jennifer Rutter, Case Manager  
Adams County  
Community and Economic Development Department  
4430 South Adams County Parkway, Suite W2000  
Brighton, CO 80601-8204

Re: Case No. PLN2017-00036

Dear Jennifer Rutter,

The Colorado Department of Public Health and Environment has no comment on Case No. PLN2017-00036 text amendments to certain sections of the County's Development Standards and Regulations.

Please contact Kent Kuster at [303-692-3662](tel:303-692-3662) with any questions.

Sincerely,

Kent Kuster

Environmental Specialist

Colorado Department of Public Health and Environment

--

[Kent Kuster](#)

[Environmental Protection Specialist](#)

[Colorado Department of Public Health and Environment](#)

[4300 Cherry Creek Drive South](#)

Denver, CO 80246-1530

303-692-3662 | [kent.kuster@state.co.us](mailto:kent.kuster@state.co.us)



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1800 GLENARM PLACE

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SUITE 1100

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DENVER, CO 80202

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Phone 303.861.0362

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WWW.COGA.ORG

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December 1, 2017

**VIA EMAIL – NO ORIGINAL TO FOLLOW**

Adams County Staff

ATTN:

Chris LaMere, Local Government Designee

Jen Rutter, Senior Environmental Analyst, Oil & Gas Program Manager

Kristin Sullivan, Director of Community & Econ. Development

**RE: Colorado Oil & Gas Association – Comments on Adams County Draft Regulations**

Dear Adams County Staff and Counsel,

The Colorado Oil & Gas Association ("COGA") respectfully submits this letter and attached redline for your consideration. It is clear the County has put effort into revising its previous regulations concerning oil and gas development within County limits. While COGA and its members appreciate the County's efforts, COGA and its members have concerns regarding the proposed regulations as currently drafted.

In particular, the County's regulation of gathering lines is preempted by federal regulations under the Natural Gas Pipeline Safety Act, 49 U.S.C. sec. 60101 *et seq.* ("PSA"), and state regulations promulgated by the Public Utilities Commission pursuant to the PSA's certification framework. Indeed, the City of Thornton is currently facing legal challenge in district court over its regulations concerning gathering lines because local regulation of gathering lines is preempted by federal and state law.

Another area of concern is the proposed regulation concerning compliance with floodplain regulations. To be clear, COGA's members recognize that floodplains deserve special protection; the issue is that the drafted regulation requires compliance with the County's floodplain regulations in Section 2-02-07. Operator compliance with that section is not practical because under the County's floodplain regulations, only the owner of the property located within the floodplain can apply for a floodplain use permit per 2-02-07-03. Often the operator will not own the relevant property but rather will have obtained an easement to place its flowlines on the property.



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1800 GLENARM PLACE

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SUITE 1100

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DENVER, CO 80202

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Phone 303.861.0362

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WWW.COGA.ORG

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The "Expiration of Approval" draft regulation also poses problems and has the potential to confuse what the "Permit Renewal Process" entails. COGA respectfully requests that the County further clarify the provision to make it plain that its sole purpose is to revise Best Management Practices for previously permitted wells that have yet to be drilled and completed.

COGA appreciates your attention to the issues raised by this letter and the attached redline. Please let us know if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Haley".

Dan Haley, President and CEO  
Colorado Oil & Gas Association

Cc (via email):

Heidi Miller – Adams County Attorney  
Jeff Robbins – Special Counsel to Adams County  
Mark Mathews – Brownstein Hyatt Farber Schreck  
Julia Rhine – Brownstein Hyatt Farber Schreck  
Ryan Seastrom – Community Outreach Coordinator, COGA

7. *Hazardous Waste Disposal Site and Facility Standards:* All hazardous waste disposal sites and facilities shall meet the standards established by State and Federal regulatory requirements.

4-10-02-03-03      **OIL AND GAS WELL DRILLING AND PRODUCTION**

4-10-02-03-03-01      **Purpose**

This Section is enacted to protect and promote the health, safety, values, convenience, order, prosperity and general welfare of the current and future residents of the County. It is the County's intent by enacting this Section to facilitate the development of oil and gas resources within the unincorporated area of the County while mitigating potential land use conflicts between such development and existing, as well as planned, land uses. It is recognized that under state law the surface and mineral estates are separate and distinct interests in land and that one may be severed from the other. Owners of subsurface mineral interests have certain legal rights and privileges, including the right to use that part of the surface estate reasonably required to extract and develop their subsurface mineral interests, subject to compliance with the provisions of this Section and any other applicable statutory and regulatory requirements. Similarly, owners of the surface estate have certain legal rights and privileges, including the right to have the mineral estate developed in a reasonable manner and to have adverse land use impacts upon their property, associated with the development of the mineral estate, mitigated through compliance with this Section.

4-10-02-03-03-02      **Definitions**

~~**OIL AND GAS FACILITIES**~~

- ~~1. The site and associated equipment used for the production, treatment, and/or storage of oil and gas and waste products; or~~
- ~~2. An individual well pad built with one or more wells and operated to produce liquid petroleum and/or natural gas, including associated equipment required for such production; or~~
- ~~3. Temporary storage and construction staging of oil and gas; or~~
- ~~4. Any other oil and gas operation which may cause significant degradation.~~

~~For any other definition not listed in this section, t~~The definitions listed in Chapter 11 of the Adams County Development Standards and Regulations and the Colorado Oil and Gas Conservation Commission's regulations shall govern this section. If there is a

**Commented [BHFS1]:** COGA appreciates Adams' complying with state law by employing COGCC definitions. Toward this end, it is notable that the COGCC is currently engaged in a rulemaking in which several of its definitions will be amended. Because the COGCC will soon be amending several of its definitions, it is premature for Adams to enact definitions that will soon be outdated and, per Adams' own regulations, inapplicable.



conflict between the definitions in Chapter 11 and the COGCC's definitions, the COGCC's definitions shall prevail. If the term is not found in the COGCC's definitions or in Chapter 11, the term shall have its common meaning along with the spirit and intent of the Development Standards and Regulations and may be subject to interpretation by the County Manager or his or her designee.

## 4-10-02-03-03

**General Provisions**

1. Access: Oil and gas well installation shall be located to provide convenient access, shall accommodate the traffic and equipment related to the oil and gas operations and emergency vehicles, and shall comply with COGCC rules and Adams County Development Standards and Regulations. Oil and gas operations must minimize impacts to the physical infrastructure of the county transportation system.
2. Building Permit Required: If a well is permitted as a producing oil and/or gas well by the COGCC, a building permit is required. For the purpose of these standards and regulations, a building permit includes, but is not limited to, a Rig and Move Permit and Oil and Gas Permit, for the installation of pumps, tank batteries, and all other above-ground structures as well as any other applicable permits including, but not limited to, culvert permits, oversized-load permits, and floodplain use permit.
3. Fees and Permits: All applicable County fees adopted by the County, including postage fees, must be paid at time of application and prior to issuance of a building permit, including for all applicable permits required by the Adams County Development Standards and Regulations.
4. Safety Standards: Oil and gas operations shall be in compliance with COGCC safety and spill and release requirements. Any spill or release that is reportable to the Commission shall be simultaneously reported to the County's LGD, OEM, LEPC, Sheriff's Office, Community and Economic Development Department, Public Works Department, and applicable fire district.

The owner or operator of any installation that is required to prepare or have available a material safety data sheet for a hazardous chemical under the Occupational Safety and Health Act of 1970, 29 U.S.C. 651 et seq., and regulations promulgated under that Act, shall submit both a material safety data sheet (MSDS) for each such chemical and an annual emergency and hazardous chemical inventory form to the LEPC and the local fire district. A comprehensive and universal listing of all hazardous chemicals

shall be organized based on the various phases of operation including test wells and drilling and other construction activities submitted prior to construction and with the necessary building permit applications for a Rig and Move Permit and Oil and Gas Permit. In addition, operator shall have current MSDS and quantities on site at all times or available upon request.

5. Additional Reporting: The owner or operator of an installation shall also provide all annual tier II reports to the LEPC and the local fire district in accordance with all applicable federal, state and local laws in a format acceptable to the LEPC.
6. Stormwater Controls: Oil and gas operations shall be in compliance with COGCC rules related to stormwater management regulations and Adams County Stormwater Quality Regulations as contained in the Adams County Development Standards and Regulations / Ordinances and other applicable federal, state, and county requirements.
7. Water Bodies and Water Quality: Oil and gas operations shall not cause adverse impacts to surface or ground waters within Adams County. Operators shall comply with all COGCC Rules, specifically with respect to spills and releases in floodplains and/or water bodies, and applicable water quality standards set by the Colorado Department of Public Health and Environment.
8. Well Plugging and Abandonment: An operator shall comply with all COGCC rules regarding well abandonment and reclamation, including, but not limited to, removal of all equipment from the location and restoring the surface of the land to its original state.

Notice of well plugging and abandonment shall be submitted by the operator to the County Building Safety Division and Community and Economic Development Department within forty-eight (48) hours.

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

4-10-02-03-03-04

**Non-Compliance**

1. State Notification of Violations: Adams County will cooperate fully with the State of Colorado by notifying the Oil and Gas

Conservation Commission of any and all violations of the Colorado Laws and Regulations.

2. Delinquent Taxes: One condition of any oil and gas well building permit is that all taxes as provided by statute, shall be paid.
3. County Violations: The County has authority to cite violations under its control pursuant to Section 1-05-06 Criminal Remedies and Enforcement.
4. Legal Non-conforming: Adams County recognizes that there are oil and gas operations that were legally established prior to the effective date of these regulations that may or may not conform to these regulations. These operations may continue, provided the operation is not extended, expanded, or altered in a manner that changes and/or alters the nature, character, or extent of the land use impacts of the site.

4-10-02-03-03-05

**RESIDENTIAL CONSTRUCTION Standards**

1. **Residential Construction Standards:** The Director of Community and Economic Development ~~may shall impose any one (1) or more of~~ the following standards ~~on a specific site basis as a condition of subdivision approval and/or building permits on platted or unplatted land:~~

a. The ~~oil and gas well location~~ subdivision plat shall ~~include contain~~ a two-hundred-fifty (250) foot ~~buffer setback from wells~~ in the form of a ~~no-build~~ easement on the Final Plat. No structures may be constructed within the ~~buffer setback~~ area.

b. The subdivision plat shall contain a five hundred (500) foot setback around each production facility in the form of a no-build easement on the Final Plat. No structures may be constructed within the setback area.

~~c~~b. Access to the ~~oil and gas well location~~ shall be provided by a public street or recorded easement for private access.

~~d~~e. The Final Plat shall include notice to prospective buyers of the location of the ~~oil and gas well(s)~~ and associated ~~pipeline~~ easements.

~~e~~d. All oil and gas well flow-lines, gathering lines, and/or pipeline easements not located within the boundaries of

**Commented [BHFS2]:** Under C.R.S. § 24-65.5-103 and C.R.S. § 30-28-133, any person who submits an application for surface development (including an initial application for a sketch plan, a preliminary or final plat for a subdivision, a planned unit development or any other similar land use designation that is used by a local government such as a special use permit, etc.) to a local government must notice the owners of the mineral estates beneath the surface proposed for development. Please be aware that Adams County will not be able to approve any subdivision plat where minerals are severed unless the applicant for development certifies that notice has been provided to mineral estate owners. Further restrictions on Adams' approval of surface development may occur for surface development applications that cover at least one hundred sixty gross acres, plus or minus five percent, within the Greater Wattenberg area (that is, within those lands from and including townships 2 south to 7 north and ranges 61 west to 69 west of the sixth principal meridian).

**Commented [BHFS3]:** Adams should allow for waiver of the easement, as it does below in 4019092-03-03-05 1.g (formerly f).

a well site shall be graphically depicted on the Final Plat.

fe. All surface and subsurface agreements shall be noted on the Final Plat by the recorded book and page number.

gf. Pursuant to Section 4-06-01-02-01-12, where a new home and/or other permanent structure with plumbing is constructed within ~~three-five~~ hundred (3500) feet of an existing ~~oil and gas well~~, the property owner shall submit a signed waiver acknowledging the existence of the facility.

4-10-02-03-03-06

#### **OIL AND GAS WELL DRILLING AND PRODUCTION REVIEW**

1. **Review Process:** Any new oil and gas facility will require a Special Use Permit per Section 2-02-11 of the Adams County Development Standards and Regulations. In lieu of a Special Use Permit application and review, the County Manager or his or her designee, at its sole discretion, may elect to negotiate and enter into a Memorandum of Understanding (MOU) with an Operator. The County encourages MOUs to protect the environment, and effectively address the protection of the health, safety and welfare of Adams County residents.

If an MOU is executed, which includes all the best management practices determined necessary by the County Manager or his or her designee, then the applicant shall comply with all aspects of Section 04-10-02-05, Oil and Gas Facilities Administrative Use by Special Review.

2. **Amendments to the MOU:** Any change to the MOU from that approved by the Board of County Commissioners shall require either a Full Amendment or a Technical Review.

- a. **FULL AMENDMENT**

If the proposed amendment meets the criteria necessary for an oil and gas drilling and production permit, but substantially changes the MOU, then the Full Amendment shall need authorization by the Board of County Commissioners.

- b. **TECHNICAL REVIEW AMENDMENTS (TRA)**

The process and requirements for a Technical Review Amendment (TRA) would occur when changes to the MOU are of such a limited nature or scope that a Full

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**Commented [BHFS4]:** Adams won't allow structures to be constructed within 500 feet of a production facility per Section 4-10-02-03-03-05 1.b. Adams should consider allowing structures to be constructed within 500 feet of a production facility where the property owner signs a waiver acknowledging the existence of the production facility just as it does here with respect to wells. In fact, this provision is unclear and possibly in tension with Section 4-10-02-03-03-05 1.b. because it first says "well" and then says "facility." Which does Adams mean, wells or facilities?

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Amendment would be unnecessary. Such TRAs may include, but are not limited to: minor changes to structures necessary to meet new technological methods and such methods are technologically sound, economically practical, and reasonably available to the Operator, location and type of landscape material, relocation of light poles or fixtures that do not affect light levels at the property line, the relocation of access roads, color of structures. Such TRAs can be administratively approved by the County Manager or his or her designee.

c. **PREREQUISITES FOR A TECHNICAL REVIEW AMENDMENT**

The following factors shall be used by the County Manager or his or her designee to determine if an application is eligible for a TRA. These factors shall include, but are not necessarily limited to the following:

- (1) Proposed amendments do not fall within the criteria listed for Oil and Gas Drilling and Production Full Amendment as specified in these Regulations.
- (2) Proposed amendments do not violate existing zoning or subdivision regulations.
- (3) Proposed amendments do not relate to any site, building, or sign detail that was a condition of approval through the public hearing process.
- (4) Proposed amendments do not substantially change any of the original plans or items that may have been conditioned through the public hearing process.

**4-10-02-03-03-07 OIL AND GAS FACILITIES ADMINISTRATIVE USE BY SPECIAL REVIEW**

The intent of this Section 4-10-02-05 is to describe the Administrative Use by Special Review process and approval criteria for Oil and Gas Facilities. Notwithstanding any other language in the Development Standards and Regulations to the contrary, an Oil and Gas Facility or related site preparation or development, including any such Facility that requires a Colorado Oil and Gas Conservation Commission (“COGCC”) permit, may not commence without first obtaining Use by Special Review approval, regardless of the zone district or category in which the operation will be located. Oil and Gas Facilities are specifically allowed in all zone

districts, including Planned Unit Developments, subject to Use by Special Review approval and subject to obtaining other required permits and approvals.

**4-10-02-03-03-07-01 RELATIONSHIP TO SECTION 02-02-11, SPECIAL USE PERMIT**

This Section provides an Administrative Use by Special Review approval process for Oil and Gas Facilities where an applicant and the County have executed an acceptable Memorandum of Understanding (“MOU”) and the applicant meets other administrative approval criteria, as set forth in further detail below. In the event that an applicant has executed an MOU and obtains approval for an Administrative Use by Special Review for a particular Oil and Gas Facility, compliance with the procedures and criteria in Section 02-02-11, Special Use Permit, is not required. In other situations, in order to obtain approval for an oil and gas facility, the applicant must comply with the provisions of 02-02-11, Special Use Permit.

**4-10-02-03-03-07-02 ADMINISTRATIVE APPROVAL CRITERIA**

In order to obtain Administrative Use by Special Review approval, an Oil and Gas Facility shall first satisfy the following criteria:

- 1. Memorandum of Understanding:** An MOU acceptable to the County must have been executed by the applicant and the County and currently be in full force and effect, and the Oil and Gas Facility as proposed must be in compliance with the provisions of the MOU. An MOU may contain requirements similar to criteria contained within the Administrative Use by Special Review permit process. In such instances, the criteria within the Administrative Use by Special Review Permit shall govern.
- 2. Satisfy Submittal Requirements:** The application and exhibits for the Administrative Use by Special Review must satisfy all applicable submittal requirements in this Section.
- 3. Compatibility/ Land Use Impacts:** The Oil and Gas Facility shall be compatible with the surrounding area and shall not create any site specific conditions that present significant or material impacts to nearby land uses. Best management practices or conditions of permit approval may be used to achieve compliance with this criterion.
- 4. Emergency Service Providers:** The Oil and Gas Facility applicant must provide a commitment to serve (“will serve”) letter from the authority having jurisdiction for providing emergency services (fire protection and emergency medical services) for that facility, or, where no authority has jurisdiction, from an emergency

services provider with the ability to provide such emergency services.

#### 4-10-02-03-03-07-03 ADMINISTRATIVE PROCESS

1. **Pre-Submittal Meeting:** Prior to submitting an application for an Administrative Use by Special Review for an Oil and Gas Facility, the applicant is required to attend a pre-submittal meeting with representatives of the Community and Economic Development (“CED”) Department, unless waived. At the pre-submittal meeting the applicant will receive direction from County staff that will assist in preparing a complete application for submittal to the County and the County will supply the list of addresses of record for property owners within one-half mile who are to receive notice per Section 04-10-02-05-06 below. The County will also supply the applicant with a list of applicable referral entities that will be sent a referral packet.
2. **Review for Completeness:** Upon receipt of an Oil and Gas Use by Special Review application and fee, referral packets and associated application materials, the Community and Economic Development Department staff shall review the materials submitted to determine if the application is complete and consistent with the standards set forth in this Section 04-10-02-05.
3. **Concurrent Referral and Review:** CED staff will refer the complete application for a twenty-one (21) day review by the various divisions of the CED and the County Attorney's Office, as deemed appropriate. An application may require review by outside agencies such as the U.S. Army Corps of Engineers, if the project impacts a floodplain, and may also be referred to any life-safety providers, adjacent jurisdictions, local public health department, and others as may be deemed appropriate.
4. **Address Deficiencies:** The applicant will be notified of any outstanding issues in connection with application materials upon completion of this review and will be required to address any issues or deficiencies in connection with the application materials in accordance with Section 02-01-04, Determination of Sufficiency. If necessary, a meeting will be held to discuss any issues that need to be resolved. If necessary, the applicant will then submit an amended application, plan or other submittals, as appropriate, to the County for verification that the deficiencies have been addressed by the applicant. If the above-described outstanding issues cannot be resolved, the Director may refer the case to the BOCC for its consideration.

5. **Final Review:** Upon acceptance of the final copy of the application and exhibits by the CED staff, the application materials will be forwarded for final review by the Director.

#### 4-10-02-03-03-07-04 ADMINISTRATIVE SUBMITTAL REQUIREMENTS

A Submittal Requirements list is available from the CED staff outlining the complete list of submittal items and the proper number of documents. Other submittal requirements may be required based on CED staff review. The following items are required as part of an Oil and Gas Facility application submittal:

1. **Pre-Submittal Notes or Waiver:** Notes from the pre-submittal meeting pertaining to the application, or signed waiver of presubmittal meeting form.
2. **Application Form:** A completed Oil and Gas Facility application form. Application forms are available from the CED staff.
3. **Application Fees:** Application fee schedules are available from the CED staff.
4. **Plan:** An Oil and Gas Operations Plan drafted in accordance with 04-10-02-05-05 of this Section.
5. **Emergency Preparedness Plan:**
  - a. In General. Oil and gas operations shall not cause unreasonable risks of emergency situations such as explosions, fires, gas, oil or water pipeline leaks, ruptures, hydrogen sulfide or other toxic gas or fluid emissions, and hazardous material vehicle accidents or spills.
  - b. Emergency Preparedness Plan. Each Applicant with an operation in the County is required to implement an emergency preparedness plan for each specific oil and gas facility. The plan shall be referred to and approved by the Adams County Sheriff, the Office of Emergency Management, and the applicable fire district and filed with the County and updated on an annual basis or as conditions change (responsible field personnel change, ownership changes, etc.). The emergency preparedness plan shall consist of at least the following information:
    - (1) Name, address and phone number, including 24-hour emergency numbers for at least two persons



located in or near Adams County who are responsible for emergency field operations.

- (2) An as-built facilities map in a format suitable for input into the County's GIS system depicting the locations and type of above and below ground facilities including sizes, and depths below grade of all oil and gas gathering and transmission lines and associated equipment, isolation valves, surface operations and their functions, as well as transportation routes to and from exploration and development sites, for emergency response and management purposes. The information concerning pipelines and isolation valves shall be held confidentially by the County's Office of Emergency Management, and shall only be disclosed in the event of an emergency. The County shall deny the right of inspection of the as-built facilities maps to the public pursuant to C.R.S. § 24-72-204.
- (3) Detailed information addressing each potential emergency that may be associated with the operation. This may include any or all of the following: explosions, fires, gas, oil or water pipeline leaks or ruptures, hydrogen sulfide or other toxic gas emissions, or hazardous material vehicle accidents or spills. For each potential emergency, threshold / trigger levels shall be pre-identified that govern when an emergency state is declared by the Applicant.
- (4) The plan shall include a provision that any spill outside of the containment area or which has the potential to leave the facility or to threaten a water body shall be reported to the emergency dispatch and the Director immediately.
- (5) Detailed information identifying access or evacuation routes, and health care facilities anticipated to be used.
- (6) Project specific emergency preparedness plans are required for any project that involves drilling or penetrating through known zones of hydrogen sulfide gas.

- (7) The plan shall include a provision that obligates the Applicant to reimburse the appropriate emergency response service providers for costs incurred in connection with any emergency.
  - (8) Detailed information that the Applicant has adequate personnel, supplies, and funding to implement the emergency response plan immediately at all times during construction and operations.
  - (9) The plan shall include provisions that obligate the Applicant to keep onsite and make immediately available to any emergency responders the identification and corresponding Material Safety Data Sheets (MSDS) of all products used, stored or transported to the site. The MSDS sheets shall be provided immediately upon request to the Director, a public safety officer, or a health professional. In cases of spills or other emergency events, the plan shall include provisions establishing a notification process to emergency responders of potential products they may encounter, including the products used in the hydraulic fracturing fluids.
  - (10) The plan shall include a provision establishing a process by which the Applicant engages with the surrounding neighbors and schools to educate them on the risks and benefits of the on-site operations and to establish a process for surrounding neighbors and schools to communicate with the Applicant.
6. **Engineering Documents:** The following technical Engineering documents are required by the CED staff unless otherwise waived:
- a. **Construction Plans:**  
  
If applicable, Construction Plans for the proposed Oil and Gas Operation's public improvements including road plan and profile sheets, storm drainage improvements plans and other public improvements, prepared in accordance with the latest version of the Adams County Development Standards and Regulations (Chapter 9).

- b. Pavement Design Report:

If applicable, a Pavement Design Report prepared in accordance with the latest version of the Adams County Development Standards and Regulations (Chapter 7).
- c. Grading Erosion and Sediment Control:

If applicable, a Grading, Erosion, Sediment Control Report and Plan as defined in the latest version of the Adams County Development Standards and Regulations (Chapter 9).
- d. Transportation, Roads, Access Standards, and Fees:
  - (1) The Applicant's transportation plan must be designed and implemented to ensure public safety and maintain quality of life for other users of the county transportation system, adjacent residents, and affected property owners.
  - (2) Where available, existing private roads shall be used to minimize land disturbance unless traffic safety, visual or noise concerns, or other adverse surface impacts clearly dictate otherwise.
  - (3) Access roads on the site and access points to public roads as identified in the application materials shall be reviewed by the CED department and shall be built and maintained in accordance with the engineering specifications and access road standards defined in the Adams County Development Standards and Regulations (Chapter 8).
  - (4) All applicable transportation fees shall be paid prior to issuance of a development plan review construction permit, including without limitation:
    - (a) access permit fees;
    - (b) oversize/overweight permit fees;
    - (c) right of way construction permit fees; and
    - (d) industrial traffic impact fees.
  - (5) Oil and gas operations must minimize impacts to the physical infrastructure of the county transportation system. Any costs to improve county transportation system infrastructure necessitated by

the proposed oil and gas operation shall be the responsibility of the Applicant. All transportation system infrastructure improvements and associated costs shall be determined by the CED department. The County shall perform the work or arrange for it to be performed. If the Applicant disagrees with the infrastructure improvements or associated costs as assessed by CED, it may request that the department approve a different route for its proposed oil and gas operation that avoids the need for such improvements. Alternatively, the Applicant may engage a licensed civil engineering firm to perform a traffic impact study in accordance with Chapter 8 of the Development Standards and Regulations to independently evaluate county transportation system infrastructure improvements necessitated by the proposed oil and gas operation.

e. Drainage Study/Technical Drainage Letter/Plan:

If applicable, a Drainage Study/Technical Drainage Letter/Plan prepared in accordance with the latest version of the Adams County Development Standards and Regulations (Chapter 9).

f. Floodplain Use Permit:

The applicant must obtain a Floodplain Use Permit, in accordance with the latest version of the Adams County Development Standards and Regulations, if the proposed Oil and Gas construction disturbance or operation encroaches into the 100-year floodplain, or the access is crossing a major drainage way, as defined by the latest version of the Adams County Development Standards and Regulations (Chapter 9).

**7. Surface Owner Documentation**

Documentation as to whether the surface owner and others with interest in the property have authorized the proposed Oil and Gas Facility.

**8 Additional Information**

Additional information may be requested by the Director as deemed appropriate to process the application and to meet the criteria in this Section 04-10-02-05. The Director may also waive

the submittal of any information required above as deemed appropriate.

#### 4-10-02-03-03-07-05 OIL AND GAS OPERATIONS PLAN

1. **Plan Format:** Two hard copies of all plans shall be provided and one copy of the plans shall be provided in digital format, on either a thumb drive or CD. No plans shall contain copyright restrictions or public use restrictions.
2. **Cover Sheet:** The cover sheet shall have a title block with the reference to an Administrative Use by Special Review, project name, and location by section, township and range. The cover sheet shall also include a legal description of the area, date of the drawing, existing zoning of the site, a sheet key, a vicinity map with north arrow (scale of 1" = 2,000' preferred) with an emphasis on the major roadway network within two (2) miles of the proposal, and all applicable County notes, an approval signature block and a block to insert the COGCC Permit number when approved. Upon approval, the first sheet will be signed by the Director.
3. **Impact Area Map:** The second sheet shall contain an Impact Area Map that shows the proposed location of the Oil and Gas Facility, locations of all existing oil and gas wells within the one-mile impact area, locations of all producing, closed, abandoned, and shut-in wells and other oil and gas operations within one (1) mile of the site, locations of all water wells within ½ mile of the proposed Oil and Gas Operation, Existing improvements within 1,500 feet of the location on which the operation is proposed, and all existing and proposed roads within the one-mile impact area.
4. **Drilling Operation Plan:** The third sheet shall provide a site plan of drilling operations with drilling equipment with existing and proposed finished-grade topography at two-foot (2') contours or less tied to a datum acceptable to the County. The applicant shall verify current information regarding what datum is acceptable to the County, prior to submitting the application for the Administrative Use by Special Review. The layout of the drilling equipment may be shown as a typical plan, if the County deems it appropriate for the extent of development of the proposed Oil and Gas Facility.
5. **Production Plan:** The fourth sheet shall provide a site plan of production operations with production equipment such as tanks and compressor stations with existing and proposed finished-grade topography at two-foot (2') contours or less tied to a datum

acceptable to the County. The production plan shall also identify proposed drilling and completion schedules. A seed mix shall be provided for reseeding the well pad. Equipment layout may be a typical plan appropriate to the degree of development for the Oil and Gas Facility, if the County deems it appropriate for the extent of development of the proposed Oil and Gas Facility.

6. **Signage Plan/Sign Detail:** A dimensioned Signage Plan or Sign Detail shall be included on one of the sheets describing and illustrating the appearance, size, location, type, color, material, and illumination of all signs. Directional signs for emergency responders and inspectors shall be included, along with a 24-hour, 7-days per week contact information to deal with all noise complaints.
7. **Final Plan:** Once the review process is complete and staff has determined that all outstanding issues have been resolved, staff will request a final copy of the Oil and Gas Operations Plan. The final copy of the Plan shall be paper. The final Oil and Gas Operations Plan shall contain the information listed above unless otherwise specified by the County staff.

4-10-02-03-03-07-06 **NOTICE OF APPLICATION REQUIREMENTS; DISCRETIONARY NEIGHBORHOOD MEETING**

1. **Notice:** The applicant shall provide written notification by U.S. Mail to owners of parcels within ½ mile of the boundaries of the proposed parcel where an application for an Administrative Use by Special Review for an Oil and Gas Facility has been filed with the County. The Notice of Application shall meet the format prescribed by the County and shall be mailed no less than ten (10) days prior to the submittal date of an application for an Oil and Gas Facility to the County. The Notice of Application shall contain a statement informing the recipients of the notice that they may request written notification by the Applicant of the commencement of construction and commencement of drilling operations. The applicant shall provide written notification by U.S. Mail, which shall include an offer to consult, to any municipality or county whose boundaries are within 1/2 mile of the proposed parcel where an application for an Administrative Use by Special Review for an Oil and Gas Facility has been filed with the County.
2. **Neighborhood Meeting:** The Director may require the applicant to conduct a neighborhood meeting at a convenient public location with adjacent and surrounding land owners and other interested parties in accordance with Section 02-01-02, Neighborhood

Meetings. At the neighborhood meeting, the Applicant shall provide an overview of its proposed oil and gas operation and allow those in attendance to provide input as to the proposed operation, including, but not limited to, issues that arise from application of these regulations to the proposed operation, and suggested mitigation to adequately ensure compliance with these regulations.

4-10-02-03-03-07-07 **APPROVAL/DENIAL OF ADMINISTRATIVE USE BY SPECIAL REVIEW**

1. **Action to Approve, Conditionally Approve or Deny:** Unless there are any issues that have not been resolved by the applicant, the County will exercise its best efforts to process the Administrative Use by Special Review for an Oil and Gas Facility within forty-two (42) calendar days from the date of complete submittal by the applicant. The Administrative Use by Special Review application can be administratively approved, approved with conditions necessary to meet the criteria of this Section or denied based upon noncompliance with the criteria of this Section. Written notice of the decision shall promptly be provided to the applicant, and, if denied, the notice shall include a statement of the reason(s) for denial. The forty-two (42) calendar day timeframe counts only as the County's processing time and does not include the applicant's response time.
2. **Director's Discretion to Refer to the Board:** In lieu of the Director making a decision on an application, the Director has the discretion to refer any application for Administrative Use by Special Review or amendment thereto to the BOCC for its consideration and decision at a public hearing. In such event, the BOCC shall make its determination based upon the requirements of this Section; however, unless waived by the BOCC, notice of the hearing shall be provided to those parties entitled to notice as set forth in Section 04-10-02-03-03-07-06 prior to the BOCC hearing. At such public hearing, the BOCC may approve, approve with conditions, or deny the application.
3. **Expiration of Approval; Permit Renewal Revision Process:** Provided at least one well is drilled and completed during the initial the construction of an approved multi-well pad location commences within the three-five (53) year period following approval of a multi-well pad location, such approval permanently vests the permitted location for the number of wells as contained within the initial permit approval. However, only those wells that are drilled and completed during the initial three-five (53) year period following approval of a multi-well pad location shall be

**Commented [BHFS5]:** The term "renewal" generates confusion as it could be interpreted to mean that the initial permit is invalid. The initial permit remains valid and, as the County notes, is vested with respect to the well pad and the number of wells contained in the initial permit approval. What is modified through this provision is the BMPs applicable to the permitted wells that have yet to be drilled and completed.

~~vested~~subject to the Best Management Practices (BMPs) approved in the initial permit. If additional wells are to be drilled at the multi-well pad location following expiration of the initial ~~three-five~~ (5~~3~~) year period, the permit for those wells shall be ~~revised~~renewed pursuant to this provision. The Permit ~~Renewal~~ Revision Process is the process to ensure application of the most recent and applicable ~~Best Management Practices~~BMPs associated with application of the permitting standards contained within these Development Standards. The Permit ~~Renewal~~ Revision Process also allows the Operator to inform the County of any most recent and applicable ~~Best Management Practices~~BMPs associated with well drilling and completion known to the operator. ~~To achieve these goals, the Permit Renewal Process shall include application of all necessary and relevant provisions of this Code as determined by the Director of Community and Economic Development. The Permit Renewal-Revision Process is the County process which serves to update the BMPs for the previously permitted but undrilled and completed wells County oil and gas well permit associated with a multiwell pad location and is not a process to deny a previously approved permit. When revising a permit to include new BMPs, the Director of Community and Economic development shall take technical and economic feasibility into account. An approval of the Administrative Use by Special Review shall only be valid for five (5) years unless the Oil and Gas Facility is substantially commenced prior to the expiration of such timeframe.~~

**Commented [BHFS6]:** As drafted by the County, the first two sentences contradict each other. COGA proposes the modification herein to clarify that the sole purpose of this provision is to revise BMPs.

COGA further submits that a period of five years is more reasonable, as it provides more regulatory certainty.

- 4. Permits Required Prior to Commencement of Operations:** If applicable, an Access Permit and Oversize Load (OSL) Permit shall be required prior to the development of the Oil and Gas Facility. A Floodplain Use Permit shall be required prior to any work within a floodplain. A Building Permit may be required prior to construction of certain structures within the Oil and Gas Facility.

**4-10-02-03-03-07-08 APPEAL of DECISION ON APPLICATION FOR ADMINISTRATIVE USE BY SPECIAL REVIEW**

An applicant may appeal the Director's denial of an application for an Administrative Use by Special Review for an Oil and Gas Facility, or any conditions of approval, to the Board of County Commissioners for a hearing. The applicant must file the appeal within fourteen (14) calendar days of the date of the Director's decision by submitting a letter of appeal to the Director. Thereafter, the matter will be scheduled on the next available agenda of the BOCC. At such hearing, the BOCC may affirm, reverse or modify the decision of the Director, based upon the criteria set forth in Section 4-10-02-03-03-07-02.



**4-10-02-03-03-07-09 MOU PROVISIONS AS CONDITIONS OF APPROVAL**

An approval of an Administrative Use by Special Review for an Oil and Gas Facility shall automatically include as conditions of approval all provisions of the MOU executed by the applicant, except to the extent waived by the Director or the Board.

**4-10-02-03-03-07-10 ADMINISTRATIVE AMENDMENT**

If the applicant or operator proposes changes from the plans approved through the Administrative Use by Special Review, including any changes in the source or location of water to be used by the Oil and Gas Facility, the applicant or operator is required to submit an amendment to the application showing the changes, unless such requirement has been waived by the Director. The proposed amendment will be reviewed by staff and, if applicable, staff may require additional information. The amended application will need to meet all requirements of this Section and be approved in writing by the Director, or the BOCC (if the BOCC approved the original application), prior to implementation.

**4-10-02-03-03-08 COGCC AND COUNTY APPROVALS REQUIRED**

Development of the Oil and Gas Facility shall not commence until and unless any required permits from COGCC, and a Use by Special Review (administrative or non-administrative) or Special Use Permit from the County, have both been approved.

**4-10-02-03-03-09 COGCC RULE 305(a) or 305A CONSULTATION PROCESS**

If consultation between an operator and the County is triggered by either Rule 305(a)(1) or Rule 305A, the Director may, in his discretion use either the Administrative Use by Special Review permitting process or the Special Use permitting process, or, in the case neither process is appropriate, develop a case by case consultation process with the operator.

**4-10-02-03-03-10 STANDARDS FOR FLOWLINES AND GATHERING PIPELINES**

The following standards apply specifically to flowlines and gathering pipelines that are located outside of the well site boundary.

1. **Alignment:** The County prefers that gathering pipelines be aligned with established roads and share existing pipeline rights of way and to consolidate new corridors for pipeline rights of way, whenever possible.

**Commented [BHFS7]:** Federal regulations under the Natural Gas Pipeline Safety Act, 49 U.S.C. sec. 60101 et seq. ("PSA"), and its certification framework operationally preempt Adams County's safety regulations pertaining to gathering lines.

~~2. **Water Body Crossing:** Boring technology shall be used for gathering pipelines crossing streams, rivers or irrigation ditches.~~

~~3. **Compliance with Floodplain Regulations:** Flowlines or gathering pipelines located in or crossing an area of Special Flood Hazard shall comply with the requirements of the County's floodplain regulations in Section 2-02-07.~~

~~4. **Operations and Maintenance:** Operations and maintenance shall be conducted in accordance with the Procedural Manual for operations, maintenance, and emergencies prepared in conformance with 40 CFR § 192.605 for gas gathering pipelines or 40 CFR § 195.402 for oil gathering pipelines, as amended.~~

~~5. **GPS Information and As-Built Drawings:** Within ninety (90) days of completion of construction of a flowline or gathering line located off a well site, the following information shall be provided to the Director:~~

- ~~a. Global positioning system (GPS) information sufficient to locate the pipeline in a format compatible with the County's GIS system;~~
- ~~b. As-built drawings;~~
- ~~c. Engineering plans, drawings, and maps with summarized specifications showing the horizontal location, covering depths, and location of shutoff valves of the pipeline. The drawings shall show the location of other pipelines and utilities that are crossed or paralleled within fifteen feet (15') of the pipeline right-of-way;~~
- ~~d. Detailed cross-section drawings for all public rights-of-ways and easement crossings on County property; and~~
- ~~e. A list of the names and mailing addresses of all residents and property owners adjacent to the pipeline.~~
- ~~f. The information required by this Section shall be held confidentially by the County, and shall only be disclosed in the event of an emergency. The County shall deny the right of inspection of this information to the public pursuant to C.R.S. § 24-72-204.~~

~~6. **Recordation of As-Built Location and Abandonment:**~~

**Commented [BHFS8]:** This is not practical because under the County's floodplain regulations, only the owner of the property located within the floodplain can apply for a floodplain use permit per 2-02-07-03. Often the operator will not own the relevant property but rather will have obtained an easement to place its flowlines on the property.

**Commented [BHFS9]:** Operators already have to do this to comply with the federal regulations. Adams County can require operators to follow all applicable state and federal law, but it cannot enforce a federal framework without a specific grant of authority allowing it to do so. Adams County does not have the authority to enforce 40 CFR § 192.605 for gas gathering pipelines or 40 CFR § 195.402 for oil gathering pipelines.

**Commented [BHFS10]:** Director of Planning?

**Formatted:** English (United States)

a. A legal description of the pipeline location shall be recorded with the County and the County Clerk and Recorder within ninety (90) days after construction is completed;

b. The Director and the County Clerk and Recorder shall be notified of abandonment of any pipeline within ninety (90) days after abandonment.

7. Valves: New flowline or gathering pipelines located off the well site shall be equipped with automatic shut-off valves or remote control valves.

8. **Notification of Gas Leaks:** The Local Government Designee shall be notified immediately of gas leaks that represent an existing or probable hazard to persons or property and requires immediate repair or continuous action until the conditions are no longer hazardous or likely to be hazardous.

4-10-02-03-03-11

#### **PLUGGED AND ABANDONED, AND FORMER OIL AND GAS PRODUCTION SITES**

This Section is enacted to protect and promote the health, safety, morals, convenience, order, prosperity, or general welfare of the present and future residents of the County. These regulations are intended to be an exercise of the land use authority of the County.

9. Prior to submittal of a final plat, minor subdivision plat, or site development plan, the person or entity submitting the final plat, minor subdivision plat, or site development plan shall locate any plugged and abandoned well shall be located, excavate it (if it was cut off and buried), and survey it. The plugged and abandoned well shall be permanently marked by a brass plaque set in concrete similar to a permanent bench mark to monument its existence and location. Such plaque shall contain any information required on a dry hole marker by the Colorado Oil and Gas Conservation Commission and the County.

10. As a condition of review of any final plat, minor subdivision plat, or site development plan which contains a plugged and abandoned well or former oil and gas production site or is within 200 feet of such well or site, the owner shall submit a location diagram of the location of the well.

11. On every final plat and on every minor subdivision plat which contains a plugged and abandoned well, or for property within 100 feet of a plugged or abandoned well, there shall be dedicated a well maintenance and workover setback easement, the dimensions of

**Commented [BHFS11]:** Operators are required to notify the COGCC of abandonment via a Form 42, which Adams County's LGD receives a copy of. If this notice via the Form 42 does not suffice, Adams should modify this provision to include precise instructions as to how the Director and County Clerk may be properly notified.

**Commented [BHFS12]:** The COGCC requires automatic shut-off valves or remote control valves under special circumstances under COGCC Rule 605.c. To require what the COGCC does not is operationally preempted.

**Commented [BHFS13]:** Please provide guidance as to what manner of notice to the LGD is acceptable.

**Formatted:** English (United States)

**Commented [BHFS14]:** Who is Adams County intending on being the entity or person responsible for this? Once a well is plugged and abandoned in accordance with COGCC regulations, it is no longer owned or under the control of the operator who drilled or produced from the well. All of 4-10-02-03-03-11 should clarify that these recommendations are not the responsibility of the operator.

which shall be not less than fifty feet in width and 100 feet in length. No structures shall be located within this setback. The plugged and abandoned well shall be located in the center of the easement. There shall be public access for ingress and egress to the easement of a width of not less than twenty feet.

**Commented [BHFS15]:** Is it possible to get a waiver for this setback?

**Commented [BHFS16]:** Because the COGCC has the authority to re-enter a previously plugged and abandoned well, the deleted provision is unlikely to be necessary.

12. The well maintenance and workover setback shall be depicted on the final plat or site development plan.

13. Every final plat, minor subdivision plat, and site development plan which contains a plugged and abandoned well, or for property within 200 feet of a plugged or abandoned well, shall include the following notation: "The owner shall disclose to prospective purchasers of lots within a radius of 200 feet of the plugged and abandoned well of (1) the location of the plugged and abandoned well, (2) the location of the maintenance and workover setback, and (3) the purpose for the well maintenance and workover setback."

14. Prior to issuance of a grading permit within a development containing a known reserve pit site, the reserve pit site shall be tested for expansive soils. Reserve pits containing expansive soils in locations proposed for buildings shall be subject to the provisions of the International Building Code.

15. No utility lines shall be installed within ten feet of any plugged and abandoned well.

4-10-02-04

## HEAVY INDUSTRY

4-10-02-04-01

### GENERAL

1. *Outdoor Storage:* Materials may be stored outdoors, provided the storage area is consistent with the zone district allowances. All outdoor storage shall be screened in accordance with the Fencing, Walls and Screening section (See Section 4-10-01-03) of these standards and regulations. **\*Adopted by the BoCC on December 13, 2010**
2. *Garbage Storage:* Any garbage storage area located outside shall be screened from the view of the public in accordance with the Fencing, Walls, and Screening section of these standards and regulations.
3. *Smoke and Odor Control:* Smoke and odor shall be controlled by filter, scrubbers, fans, or other means.

4-10-02-04-02

**AUCTION YARDS, WITH LIVESTOCK**

1. *Minimum Parcel Area:* one (1) acre
2. *Location:* All auction yards shall be located at least fifty (50) feet away from any on-property residence, fifty (50) feet from any right-of-way and five hundred (500) feet from any off-property residence.
3. *Operation in Accordance to County Tax Regulations:* The yard shall operate in accordance with the County Sales and Tax Department Regulations.
4. *Animal Care:* All animals shall be cared for in a humane and sanitary manner as approved by the Colorado Department of Agriculture and the State Veterinarian's Office.
5. *Manure Handling:* Manure shall be handled and disposed of in a sanitary method, approved by Tri-County Health Department.

December 1<sup>st</sup>, 2017

Jennifer Rutter  
Department of Community and Economic Development  
Adams County  
4430 South Adams County Parkway  
Suite W2000A  
Brighton, CO 80601-82216

RE: Amendments to Certain Sections of the County's Development Standards and Regulations

Dear Ms. Rutter:

Colorado Petroleum Council (CPC) is responding to your request of November 2 for comments on text amendments to several sections of Adams County's Development Standards and Regulations. CPC recognizes the County has made a number of revisions in the proposed amendments since the initial draft was circulated among stakeholders. Many of those changes are responsive to comments submitted earlier by CPC and others. CPC very much appreciates the stakeholder process in which the County has engaged, and we look forward to working with you as the process moves forward.

The oil and gas industry is an important part of the Adams County economy. Not only are exploration and development activities occurring in many parts of the County, but many workers and their families make their homes in the County. CPC and its members are committed to working cooperatively with the County to encourage responsible oil and gas development. Our members consistently tell us that regulatory certainty is vitally important in making decisions about capital allocation and development. CPC is intent upon working with the County to ensure that the County's regulations and standards provide the certainty, fairness, and predictability that are the critical ingredients for any industry.

With the goal of enhancing certainty and predictability in the County's standards and regulations, we have outlined below our thoughts and suggestions related to the proposed amendments as described in the November 2 request for comments. Our responses are arranged by section of the County's Development Standards and Regulations.

**SECTION 4-10-02-03-02. DEFINITIONS**

We appreciate the decision to delete the definitions initially proposed for this section. As described in detail below, we continue to encourage the County to adopt the definitions of well recognized industry terms developed and used by the Colorado Oil and Gas Conservation Commission (COGCC). Doing so would reduce confusion and uncertainty in implementation of the County's Standards and Regulations.

**SECTION 4-10-02-03-03-05. RESIDENTIAL CONSTRUCTION STANDARDS**

CPC has a number of questions about this section, many of which revolve around the confusing use of different terms throughout this section. For ease of reference, we have summarized our questions and concerns below:

- Subsection 1.a references a 250-foot setback distance or no-build easement, but does not specify what this no-build setback relates to;
- Conversely, subsection 1.b appears to establish a separate no-build easement or setback of 500 feet from a production facility. It is unclear whether these regulations contemplate an easement or a setback. It also is unclear this setback and the setback referred to in subsection 1.a would interact;
- We question whether a 250- and 500-foot setback or no-build easement is universally required. Production facilities come in a wide variety of shapes and sizes; a 500-foot setback from many would amount to an unnecessary and excessive exaction. This may be an area where greater refinement would be useful;
- While some subsections refer to production facilities, subsections 1.c and 1.d refer to wells rather than production facilities and subsection 1.c refers to pipeline easements. CPC encourages the County to use consistent language throughout to avoid confusion in implementation.
- To the extent the County contemplates that someone – presumably the surface owner – must dedicate an easement, it is unclear to whom such an easement must be dedicated and upon what terms. It also is unclear who would be responsible for maintenance of such an easement. More fundamentally, the source of the County’s authority to require such an easement is unclear, as is the question of whether mandating such an easement amounts to an unlawful exaction.
- Subsections 1.d and 1.e refer to pipeline easements without providing information about the nature or origin of such an easement. It is unclear to CPC that the County has the authority to regulate certain gathering lines as well as pipelines. Some gas gathering lines are regulated by the Colorado Public Utilities Commission. Other gas gathering lines, as well as oil gathering systems are regulated by the Pipeline and Hazardous Materials Safety Administration (PHMSA) within the U.S. Department of Transportation. The County lacks the authority to regulate gathering lines and pipelines that are regulated by the U.S. Department of Transportation.
- Questions of regulatory authority aside, it is unclear who would be responsible for graphically depicting off-location gathering lines and pipelines on a Final Plat. It is unlikely the surface owner or developer would have access to such information.
- Finally, subsection 1.g raises a number of questions. This subsection provides that if a new home or other structure is constructed within 500 feet of an existing well, the property owner must submit a signed waiver acknowledging the facility’s existence. If such a waiver is available, the value and necessity of the preceding subsections is unclear.

#### **SECTION 4-10-02-03-07-07 APPROVAL/DENIAL OF ADMINISTRATIVE USE BY SPECIAL REVIEW**

CPC appreciates the statement in the section on Expiration of Approval that approval of a multi-well pad vests the permitted location for the number of wells contained within the initial permit approval, so long as at least one well is drilled during the initial three-year period following the permit approval. However, the very next sentence states only wells drilled during the initial

three-year period are vested. The first two sentences of this section contradict each other and, at a minimum, should be reconciled.

The permit renewal section states the permit for wells drilled subsequently would be subject to the renewal process. However, the explanation of what the permit renewal process entails appears to be multi-faceted but unclear. The draft section provides that the renewal process is:

1. A process to ensure application of recent “and applicable” best management practices (BMPs) “associated with application of the permitting standards contained within these Development Standards”;
2. The permit process allows the operator to inform the County of BMPs “associated with well drilling and completions; and
3. The permit renewal process shall include application of “all necessary and relevant provisions” of this Code as determined by the Director of Community and Economic Development.”

CPC hopes the County will clarify this section to provide certainty and predictability to the regulate industry; as it stands, this section provides few, if any, legal standards that would guide any future permit review. Most important, CPC believes that once a permit has been granted by any local government, both the grantor and the grantee are bound by the terms of that permit. Of course, the oil and gas industry always is willing to work with local governments to identify cost-effective ways in which the industry’s activities could be carried out with fewer impacts. However, once a pad has been constructed and development activities are underway, the imposition of new requirements often will not be cost-effective.

#### **SECTION 4-10-02-03-03-10. STANDARDS FOR FLOWLINES AND GATHERING PIPELINES.**

At the outset we want to thank the County for deleting the proposed sections on leak detection and reclamation. While we understand the County’s concerns with those subjects, those provisions were the source of many questions and concerns.

With respect to this entire section on flowlines and gathering lines, we respectfully urge the County to defer further action on its own rules pending the outcome of the flowline rulemaking scheduled to be heard by the COGCC on January 8-9. Indeed, Adams County is a party to that rulemaking, as are other local governments.

[http://cogcc.state.co.us/documents/reg/Rules/FlowlineRulemaking/Final%20Flowline%20Draft%20Rules%202017\\_10\\_31%20\(Redline\).pdf](http://cogcc.state.co.us/documents/reg/Rules/FlowlineRulemaking/Final%20Flowline%20Draft%20Rules%202017_10_31%20(Redline).pdf)

As is evident from the COGCC’s October 31 draft proposed rules, the final regulations may well address many of the County’s concerns. It appears the COGCC intends to comprehensively regulate flowlines and other systems that are subject to COGCC jurisdiction. Among other things, the Commission will consider substantial changes in definitions of crude oil and produced water transfer systems, flowlines, and multiple subcategories of flowlines, mandate design and installation standards, and require periodic integrity management testing. The regulatory



program that emerges from that rulemaking may well occupy the field; at a minimum, we believe local government regulation should be consistent with the state framework to avoid a balkanization of regulation in this area.

It also is important to note that some gas gathering lines fall within PUC jurisdiction, while PHMSA has jurisdiction over oil and gas gathering pipelines and has adopted a comprehensive regulatory regime for those facilities. While local governments may require compliance by operators with applicable federal regulations, local governments may not enforce the provisions of 40 C.F.R. Parts 192 and 195. Neither may local governments adopt regulations or gas and oil gathering systems regulated by PHMSA or by a state agency certified to do so by PHMSA.

CPC also is concerned by the proposed requirement that operators of offsite flowlines and gathering lines provide, among other things, maps showing the horizontal locations and the locations of cutoff valves. As noted above, some gas gathering lines are regulated by the PUC, while other gas gathering lines and oil gathering pipelines are regulated by PHMSA. Beyond those jurisdictional limitations on local government action, we also are concerned that filing maps depicting pipeline horizontal locations and the locations of cutoff valves creates a very real and significant risk that those materials will become publicly available and could be used to enable pipeline vandalism. While we appreciate the suggestion that the County would refuse to disclose such information, we are not convinced that Colo. Rev. Stat. § 24-72-204 provides a basis for withholding such information from the public.

For all of the reasons set out in this letter, we encourage the County to defer action on proposals related to flowlines and gathering lines until the COGCC rulemaking has been concluded. That rulemaking may obviate the need for some, and perhaps all of the proposed regulations of flowlines and gathering lines. At a minimum, the Commission's decision would inform the County's work in this area.

#### **SECTION 4-10-02-03-03-11. PLUGGED AND ABANDONED, AND FORMER OIL AND GAS PRODUCTION SITES**

CPC appreciates the County's decision to delete from the proposal language requiring removal of all fluids from abandoned lines. Such a requirement would have imposed on operators a requirement that in many situations is physically impossible short of pipeline removal.

However, CPC continues to have questions about some parts of this proposal. For example, subsection 10 refers to "oil and gas production sites," but that term is not defined. More important, this proposal again refers to "setback easements." We reiterate our view that such a term raises significant legal issues. We have not previously heard a setback referred to as an easement. An easement is an interest in property while a setback simply imposes conditions on the use of the land within a certain distance of an oil and gas facility. An easement would only come into existence if a property owner were to convey a legal interest in that land to another. This provision of the proposed regulations does not specify under what authority such an easement would be created, in whom it would be created, or under what conditions. Neither does it explain why such a mandatory transaction creating an easement would not qualify as an unlawful exaction.

In addition, we continue to be concerned by the proposal in subsection 9 that someone would be required to excavate any plugged and abandoned wells. This provision does not specify what party would assume that obligation. Neither does this provision explain why a properly plugged and abandoned well would be excavated. Finally, this proposed provision does not explain what excavation of a plugged and abandoned well would entail. Excavating an entire well would be physically and financially impossible. Attempting such an excavation would risk damaging the materials placed in the well to plug that well and prevent vertical movement of gas or fluids. In short, CPC strongly suggests the County reconsider its proposal to require excavation of properly plugged and abandoned wells.

### **SECTION 11-2-XX. DEFINITIONS**

As CPC noted in its earlier comments to the County, we believe there would be substantial value in ensuring consistency in definitions between the County and the COGCC. The COGCC has decades of experience in regulation of oil and gas, and that experience certainly has informed the definitions adopted and revised over time by the COGCC. All oil and gas operators in the state of Colorado are familiar with the terms of art developed by the COGCC and understand the legal responsibilities associated with COGCC definitions and regulations. To the extent County definitions differ from those developed by the COGCC, operators will be forced to operate within different legal contexts. That will be inefficient and will create uncertainty and a lack of predictability among the regulated industry.

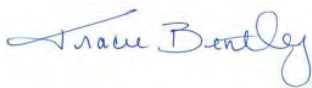
For example, several definitions proposed by the County do not have an explicit counterpart in COGCC definitions: “production site,” “production unit,” and “wellhead.” Several definitions proposed by the County are similar to their COGCC definitions, but the County has revised these definitions in material respects: “reserve pit” and “well.” In addition, the COGCC rulemaking scheduled for next month likely will result in significant revisions to the terms “flowline” and “gathering line.”

For all of these reasons, we suggest that the County rely upon definitions developed by the COGCC. We also encourage the County to defer further action on matters related to flowlines and gathering lines until after the COGCC rulemaking has concluded.

### **CONCLUSION**

We appreciate the opportunity to submit these comments as part of the County’s stakeholder process. We look forward to working with the County as this process moves forward, and we encourage you to rely upon the American Petroleum Institute’s resources and expertise in developing final standards and regulations. In addition, we plan on reviewing the Traffic Impact Fee Study when it is released and will submit comments accordingly as well.

Respectfully,



Tracee Bentley  
Executive Director  
Colorado Petroleum Council



HOME BUILDERS  
ASSOCIATION  
— of —  
METRO DENVER®

Adams County Board of County Commissioners  
4430 S. Adams County Pkwy.  
5th Floor, Suite C5000A  
Brighton, CO 80601

**SENT VIA ELECTRONIC MAIL November 17, 2017**

Dear Adams County Commissioners,

On behalf of the Home Builders Association of Metro Denver (“HBA”) and our members doing business in Adams County, I am submitting the following comments and concerns on proposed revisions to the county’s standards in regards to both oil and gas operations and residential construction. As an organization that represents land owners, developers and builders, we are concerned that the current proposed changes constitute a “takings of land” and harm the rights and abilities of land owners to utilize their property.

The HBA submitted a previous letter (attached) on August 25 in response to a request for feedback on an earlier draft of the revisions. Subsequently, we had a good meeting with county staff and a consulting attorney on September 8 where we thought our comments and observations were appreciated with indication that we would see changes in this second draft.

The HBA appreciates the opportunity to submit comments on this draft as well; however, we are concerned that many of the issues previously identified have not been resolved—despite meeting directly with the county to provide detailed information about our concerns and the potential impacts to the county and its property owners.

To begin, Adams County staff has yet to properly map and demonstrate the impacts of the proposed regulations to the county, its property owners and economic development. Specifically, presentations to the Adams County Commission did not show the impact of setbacks to pipelines and underrepresented the impact of setbacks to well sites by identifying them as points—instead of the more accurate measure of the acreage that setbacks would encompass. The effect of this is a dramatic underrepresentation of the property that would be taken from the surface owners if the proposed regulations are to be implemented as written.

In its current form, we have concluded that the regulations represent a taking of property to offset real or perceived impacts from the oil and gas industry—without compensation. The very real ramifications is that Adams County property owners and taxing districts operating within the county would be harmed

by regulations that allow the takings of property. This situation would also exacerbate the housing shortage being felt throughout the county and the Denver Metro area.

The HBA and its members are committed to the safety and welfare of our communities and residents. We believe that the state of Colorado through its regulatory authority at the Colorado Oil and Gas Conservation Commission and the Colorado Department of Public Health and Environment, as well as the work done to implement Governor Hickenlooper's 2015 Oil and Gas Task Force recommendations, has placed the highest priority—and become a national model—for managing the impacts of oil and gas operations on communities and the residents of our state.

The oil and gas industry in Colorado is obligated by law to operate in a safe manner. Unsafe conditions in the operation of wells, storage and transmission must be resolved through proper industry regulation. Therefore, it is wrong to offset any real or perceived impacts of oil and gas operations through the taking of private property via an increased setback. In many circumstances, the surface owner has no relationship to the underlying mineral interest.

The expanded setbacks implemented by the state following the COGCC's 2012-2013 setback rulemaking proceeding were based on the nuisance impacts of new wells coming toward existing homes. These setbacks specifically included a waiver process for impacted property owners. None of the 2015 Task Force's nine recommendations increased setbacks. The most appropriate way for Adams County to implement its land-use authority to address its concerns, which are not nuisance-based, should not be through setbacks.

Instead, we suggest that the county should include requirements in its application and approval process to identify and locate oil and gas facilities through the forthcoming 811 expansion program. This will permit the identification of potential issues that would need to be remedied and provide notice to buyers of adjacent properties of the location of oil and gas facilities.

Therefore, in reference to proposed ordinances **4-10-02-03-03 Oil and Gas Well Drilling and Production** and **4-10-02-03-05 on Residential Construction Standards**, and based on previous requests from the association's and its member's input, please consider the following concerns and recommendations:

1. Focus Adams County implementation of new regulations on identifying, locating and notification to property owners of existing oil and gas facilities.
2. Delay further consideration of the proposed regulations until an accurate representation of the impacted area—including impacts to economic development and other districts and taxing authorities—can be provided for review by the commission and the public.
3. Eliminate consideration of setbacks from flow lines and pipelines. There is no available, factual evidence indicating that unsafe conditions exist where state regulatory requirements and easements are followed. Safety is already built into pipeline and flowline easements with easement dimensions and the depth of the lines beneath the surface. Expansion of setbacks along

pipelines will discourage the consolidation of production and storage facilities away from neighborhoods. This is one of the most promising opportunities to reduce impacts and would be foiled by this unnecessary regulation.

4. Eliminate or reduce to 200 feet the proposed two-way setback and include a reasonable process for the property owner to waive the increased setback.
5. Finally, we have an additional attachment detailing other areas of concern about the current draft regulations.

Once again, we appreciate the county's consideration of the aforementioned concerns that impact us as primary stakeholders within the County. We look forward to continuing discussions regarding this draft and providing perspectives that will be helpful toward solutions for both county commissioners and county staff.

If you have any questions or would like to discuss further the concerns of the association and its members, please contact me directly at 303-551-6734 or at [ctalbert@hbadenver.com](mailto:ctalbert@hbadenver.com).

Thank you for your consideration.

Respectfully,

A handwritten signature in dark ink, reading "Cherie Talbert". The signature is fluid and cursive, with a large, stylized "T" at the end.

Cherie Talbert  
Senior Vice President  
Home Builders Association of Metro Denver

North Metro Neighbors for Safe Energy Comments regarding  
Adams County Oil and gas Development

- *Additional Standards for Flowlines and Gathering Pipelines – These regulations are specific to oil and gas subterranean infrastructure including flowlines and gathering lines at and near wellheads and tank batteries.*

### **Flowline Management Plan**

Pre-Application and submittal is **required** for all Operators seeking a permit and to include; Flowlines, Transmission lines and Gathering lines are to be platted documented and accessible to the public.

### **Existing Flowlines**

**Include and Require**, but is not limited to

**Level of Fluids contained on site requires infrastructure built to 31.3**

- Location of existing and proposed flowlines, transmission lines and gathering lines
- Pipeline material, diameter and wall thickness
- Age
- Depth of cover
- Typical operating pressure and maximum allowable operating pressure (MAOP)
- Material transported and typical daily flow rate
- Pipeline easement(s) by location and dimension;
- The owner of each of the existing and proposed flowlines, transmission lines and or gathering lines
- The total number of girth welds and the number of nondestructively tested; including the number rejected and the disposition of each rejected weld;
- The amount, location and cover of each pipe installed;
- The location of each crossing of another pipeline;
- The location of buried utility crossing;
- The location of overhead crossing;
- The location of each valve and corrosion test station;
- Copies of all monitoring results and pipeline integrity and pressure test results for the last five (5) years.

**Estimated worst case spill volume in the area of the development. (Required for all lines).**

### **Gathering Pipeline Integrity Management**

North Metro Neighbors for Safe Energy Comments regarding  
Adams County Oil and gas Development

**Include and Require**

**Subterranean Infrastructure between custody transfer lines  
required to be built to 31.8**

- Location of existing and proposed gas pipeline and transmission lines
- Pipeline material, diameter and wall thickness
- Age
- Depth of cover
- Typical operating pressure and maximum allowable operating pressure (MAOP)
- Material transported and typical daily flow rate the
- Pipeline easement(s) by location and dimension;
- The owner of each of the existing and proposed flowlines, transmission lines and or gathering lines
- The total number of girth welds and the number of nondestructively tested; including the number rejected and the disposition of each rejected weld;
- The amount, location and cover of each pipe installed;
- The location of each crossing of another pipeline;
- The location of buried utility crossing;
- The location of overhead crossing;
- The location of each valve and corrosion test station;
- Copies of all monitoring results and pipeline integrity and pressure test results for the last five (5) years.
- **Estimated worst case spill volume in the area of the development.**

**Establish a required time frame for monitor**

The Operator shall coordinate with the developer of the residentially zoned real property to provide the location, information on the age, depth, diameter, thickness, typical and maximum operating pressure the nature of the material carried and the estimated worst-case liquid spill volumes of all existing flowlines and gathering lines associated with the Oil and Gas Operation. The Operator shall mark all such lines within the Oil and Gas Location and is **required** to make all platted lines and information publicly available.

***Plugged and Abandoned Oil and Gas Wells and Former Oil and Gas Production Sites – These regulations are specific to oil and gas infrastructure that is no longer active and that has been plugged and abandoned without intention of future use.***

**Abandonment**

**Include and Require**

North Metro Neighbors for Safe Energy Comments regarding  
Adams County Oil and gas Development

- Means the cementing of a well, the removal of its associated production facilities, the removal of its flowline, and the remediation and reclamation of the well site. All abandoned wells are to be marked and platted with information publicly available.  
Home developers and Real Estate Agents are required to provide information regarding abandoned and plugged wells, subterranean infrastructure marked, and platted information to purchaser.

**Activity Notice for all oil and gas subterranean infrastructure activity  
Include and Require**

- A notice of renovation or repair of accessory equipment or pumping systems, submitted to the County prior to beginning the work.  
**Require** information and notice given to residents living within ½ mile of well within 1 week of scheduled renovation or repairs on well or accessory equipment.

***Residential Construction Setbacks - These regulations are specific to setbacks for new residential development from existing oil and gas infrastructure.***

Current setbacks are not sufficient to mitigate the risks associated with an oil and gas emergency and the health risks associated with living within this distance. Furthermore, it does not comply with the recent Martinez ruling; Oil and Gas development is subject to the protection of public health, safety, and welfare, including protection of the environment and wildlife resources as evidenced in the paragraph below.

NMNSE requires that all oil and gas development is completed subject to the protection of public health, safety, and welfare, including protection of the environment and wildlife resources. In acting in accordance with the law and so that the precautionary principle is enacted and enforced a 2500-foot setback be established for all proposed wells including underground lines of any type, and new builds, to the property line of and including homes, schools, daycares, health care facilities, business, etc.

Regarding oil and gas development near the County's populated areas and within the County's boundaries, such powers shall include but not be limited to plenary authority to regulate all aspects of oil and gas development, including land use and all necessary police powers. As such, Adams County shall condition oil and gas development permits to require oil and gas development to only occur in a manner that does not adversely impact the health, safety, and welfare of Adams County residents in their workplaces, their homes, their schools, and public parks in order to protect the public's health, safety, and welfare and to safeguard the environment and wildlife resources.



North Metro Neighbors for Safe Energy Comments regarding  
Adams County Oil and gas Development

“Evidence suggests that presently utilized setbacks may leave the public vulnerable to explosions, radiant heat, toxic gas clouds, and air pollution from hydraulic fracturing activities”.

Please refer to attached Study Adequacy of Current State Setbacks for Directional High-Volume Hydraulic Fracturing in the Marcellus, Barnett and Niobrara Shale Plays.

The Health and Safety of the residents and the environment (to include all water bodies) in and surrounding Thornton and those that may be impacted living on, or near Thornton owned property now and in the future needs to be prioritized and protected. Setback must be established based on the potential for risks including explosions, blowouts, leaks and spills utilizing the above formula. This is necessary to protect current and future residents living by existing or proposed future oil and gas development including flowlines, transmission lines, gathering lines and related storage facilities.

Further study is required to justify and establish a minimum setback of anything less than 2500 feet between oil and gas and new build (houses, business, etc.). Including establishing a “no build zone” around all existing oil and gas infrastructure, including and requiring underground lines of any type for new builds, (homes, schools, business, etc.).

When establishing setback boundaries measurement shall be taken from the boundary line of the production facilities to the boundary line of the residentially zoned real property.

**Include and Require for all new housing development projects:**

It is the responsibility of the housing Developer, Real Estate Agents and any all others promoting and or selling property to inform the potential buyer of said platted flowlines, transmission lines and gathering lines and closed and capped abandoned wells and current producing or shut in wells, on or within 2500 feet of the property a verbal and written notice that also requires the homebuyer's signature.

***by Special Review Permit (4-10-02-03-03-07-07(3)) is valid and provides a process for renewal.***  
• ***Additional definitions relating to oil and gas development and infrastructure***

**All proposed Oil and Gas development sites to require an independent assessment and evaluation by a Licensed Civil Engineer to determine the impacts regarding Health, Safety, Environment and Wildlife within a minimum of 2500 feet.**

- There shall **not** be any Eligibility for Expedited Oil and Gas permits. Moving forward we respectfully require the following
- **Include and Require** - All oil and gas operations on public and private land within the City must comply with these regulations.

North Metro Neighbors for Safe Energy Comments regarding  
Adams County Oil and gas Development

Prior to the commencement of any oil and gas operations in the County, an Applicant must submit a special review application and the BOC must approve the application according to these regulations. Special review approval is also required prior to the issuance of any County building permits, or associated pipeline, grading, access, floodplain, transportation impact fee, or other County permits necessary for the oil and gas operation.

**Include and Require Liability Insurance**

To ensure that the Adams County and/or its taxpayers are not liable for damages (including evacuations, land remediation, etc.) due to natural disasters (including flooding, earthquake, lightning strikes), human error, equipment failure, lawsuits, and/or operator bankruptcy, all oil and gas operators and their contracted companies i.e. worker and transportation/trucking companies will be required to hold a minimum of \$5,000,000.00 liability insurance and require that the operator take financial responsibility for any accidents or failures resulting from contracted work/companies (trucking, cement, pipelines, equipment), and to maintain a trust fund derived from a percentage of produced royalties to be held by Adams County to cover expenses not covered by insurance.

Emergency Action Plan: Because of the new urban interface between oil and gas production and pipeline infrastructure, the cost of emergency response will grow exponentially. Reimbursement costs will be taken from the trust fund set up for Adams County by each operator from a percentage of its production royalties.

**Include and Require**

A bond carried by the operators in the event of bankruptcy or disaster (natural or human caused). \$20 million for LUMAs - enough to sufficiently cover the remediation/closure of the site, and/or destruction of 2-3 homes, evacuation and temporary or permanent relocation costs, death/injury lawsuits, etc. In case of bankruptcy, Adams County holds on to liability funds to cover abandonment and/or necessary remediation.

**From:** [Teresa Patterson](#)  
**To:** [Jen Rutter](#)  
**Subject:** UDFCD Review: Adams County Regulations Amendments  
**Date:** Monday, November 13, 2017 11:00:54 AM

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Jennifer,

This letter is in response to the request for our comments concerning the Adams County Regulations Amendments. We appreciate the opportunity to review this proposal and have **no comments**. Please feel free to contact me with any questions or concerns.

Thanks,  
Teresa

**Teresa L. Patterson, P.E., CFM**

Project Manager | Watershed Services

**URBAN DRAINAGE AND FLOOD CONTROL DISTRICT**

2480 W. 26<sup>TH</sup> Ave. Suite 156-B | Denver, CO 80211

P: 303.455.6277 | [www.udfcd.org](http://www.udfcd.org)

*Protecting people, property, and the environment*



**Right of Way & Permits**  
1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: **303.571.3306**  
Facsimile: 303. 571.3284  
donna.l.george@xcelenergy.com

November 13, 2017

Adams County Community and Economic Development Department  
4430 South Adams County Parkway, 3<sup>rd</sup> Floor, Suite W3000  
Brighton, CO 80601

Attn: Jennifer Rutter

**Re: Regulation Amendments for Chapters 4 and 11, Case # PLN2017-00036**

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the **Regulation Amendments for Chapters 4 and 11** and has **no apparent conflict**.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George  
Contract Right of Way Referral Processor  
Public Service Company of Colorado

## **EXHIBIT 4- Referral Comments (2nd Round)**

**From:** [Jennifer Gamble](#)  
**To:** [Eva Henry](#); [Chaz Tedesco](#); [Steve O'Dorisio](#); [Erik Hansen](#); [Mary Hodge](#)  
**Cc:** [Christine Dougherty](#); [Jen Rutter](#); [Kristin Sullivan](#); [J. Kowalsky](#)  
**Subject:** ACCDAN Resubmittal of Comments on Draft Flowline Regulations  
**Date:** Sunday, April 15, 2018 2:07:27 PM  
**Attachments:** [ACCDAN Comments on Adams County Draft Regulations - 8-11-2017.pdf](#)  
[ACCDAN Letter Requesting No-Build Zone and Amendment to County Charter Draft.pdf](#)

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Dear Commissioners and Staff,

ACCDAN was surprised and disappointed to read the latest version of the proposed revisions to oil and gas regulations for Adams County (dated March 9, 2018). As you know, ACCDAN, as well as other stakeholders, participated in engagement sessions at the start of this process where we provided input on the flowline regulations and "no build zone" -- we were asked our opinion on 250 feet, 500 feet or 750 feet (no discussion of 10 feet). Sadly our repeated inputs were not heeded and this latest draft clearly reflects the stronger influence of COGA and the Homebuilders versus the residents, neighborhoods, and community groups. ACCDAN has been consistent in its position from the beginning when we asked and encouraged the county to update its regulations in response to the Firestone tragedy (See attached letter). Sadly, this latest draft of the county regulations would do nothing to prevent a Firestone accident from happening in our county. Risk of death is too high of a price to pay. No amount of development is worth that price.

So once again, ACCDAN is submitting comments on the draft regulations. See below. I have also attached our previous comments. You will see that we have always advocated for setbacks greater than 500 feet. Please note that none of the previous versions had a mere 10 foot setback for flowlines and gathering lines. This is a surprising development and a big step backward in protecting public health and safety. Also it is disappointing to hear Adams County saying that no feedback came from residents on this topic when ACCDAN and others have provided feedback multiple times. I am not sure how many times we can say:

**"ACCDAN urges you to please consider nothing less than a 500-foot setback from existing oil and gas wells AND underground lines."** -- this is a direct quote from our June 22, 2017, letter. Our comment remains.

Please consider the following when reviewing this latest draft of regulations. We hope that you will make these modifications prior to approval. It is imperative to public health and safety.

1) A 10 foot setback between new development and existing underground oil and gas flow lines and gathering lines is completely unacceptable. Remember, a flow line was the source of the gas that caused the Firestone explosion killing two people. That flow line was farther than 10 feet from the house that exploded. **A minimum setback of 500 feet should be implemented between new development and existing flow lines and gathering lines** and likely even farther.

2) A 250 foot setback between new development and existing oil and gas wells affords us virtually no improvement and is unacceptable. Remember, the oil and gas well involved in the Firestone explosion killing two people was 178 feet from the house (how can you say with any confidence that 72 more feet would make any difference). **A minimum setback of 500 feet should be implemented between new development and existing oil and gas wells** and likely even farther based on the recent University of Colorado Study that shows 8 times more cancer risk within 500 feet of a well.

<https://www.cuanschutztoday.org/those-living-near-oil-and-gas-facilities-may-be-at-higher-risk-of-cancer-and-other-diseases/>

Adams County should re-evaluate its position based on this new scientific information on health risks of oil and gas sites to nearby neighborhoods.

3) **The setbacks should apply to all new development (not just residential).** Adams County has a responsibility to protect its residents whether they are asleep in their beds, eating at a restaurant, at work or shopping. Right now, these new regulations appear to be limited to only new residential development. That is not acceptable.

4) **Adams County should require all abandoned oil and gas infrastructure to be excavated and removed prior to new development of an area** (with the exception of the well bore which should be plugged/grouted in place). If it is not in use it must be removed. No reason to leave it there to continue to pose a risk.

Sincerely,

Jennifer Gamble  
President  
Adams County Communities for Drilling Accountability Now



--

Jennifer Gamble  
Managing Director  
**OnPoint Power, LLC**  
6288 S. Skyline Drive  
Evergreen, CO 80439  
+1 720-334-0709  
[jennifer.gamble@oppowerllc.com](mailto:jennifer.gamble@oppowerllc.com)

**From:** [Even, Whitney](#)  
**To:** [Jen Rutter](#)  
**Subject:** RE: Second Request for Comments: Regulation Amendments (Case #PLN2017-00036)  
**Date:** Tuesday, April 3, 2018 12:45:08 PM

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Hi Jen,

Sorry I didn't get this to you yesterday. We do not have any comments on this case. Thanks!

*Whitney Even*

Deputy Fire Marshal  
Brighton Fire Rescue District  
500 S. 4<sup>th</sup> Ave. 3<sup>rd</sup> Floor  
Brighton, CO 80601  
303-654-8040  
[www.brightonfire.org](http://www.brightonfire.org)

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**From:** Jen Rutter [mailto:JRutter@adcogov.org]  
**Sent:** Friday, March 9, 2018 4:22 PM  
**To:** Jen Rutter <JRutter@adcogov.org>  
**Subject:** Second Request for Comments: Regulation Amendments (Case #PLN2017-00036)

Good afternoon,

Attached is the **second** request for comments for Adams County's regulation amendments (Case #PLN2017-00036). The first draft has been revised based upon the comments that were received and the outcome of the COGCC Flowline Rulemaking.

Comments on this case are due to me by **Monday, April 2, 2018**. The referral includes a summary of the proposed amendments. Redlines of the amendments can be found on the County's website at <http://www.adcogov.org/oil-and-gas-information> or at <http://www.adcogov.org/planning/currentcases>.

Please let me know if you have any questions regarding this case or the regulation amendments. Thanks in advance for your review of this case.

**Jen Rutter**

Senior Environmental Analyst, *Community & Economic Development Department*  
ADAMS COUNTY, COLORADO  
4430 South Adams County Parkway, 1st Floor, Suite W2000A  
Brighton, CO 80601  
o: 720.523.6841 | [jrutter@adcogov.org](mailto:jrutter@adcogov.org)  
[www.adcogov.org](http://www.adcogov.org)



**From:** [Justin Blair](#)  
**To:** [Jen Rutter](#)  
**Subject:** RE: Second Request for Comments: Regulation Amendments (Case #PLN2017-00036)  
**Date:** Tuesday, March 13, 2018 3:40:11 PM

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Jen,

Here is my two cents...

**4-1-1-1-1- &#0;&#0;&#0;&#0;&#0;4      *General Provisions***

1. Access: Oil and gas well installation shall be located to provide convenient access, shall accommodate the traffic and equipment related to the oil and gas operations and emergency vehicles, and shall comply with COGCC rules and Adams County Development Standards and Regulations. Oil and gas operations must minimize impacts to the physical infrastructure of the county transportation system.
2. **Building Permits** Required: If a well is permitted as a producing oil and/or gas well by the COGCC, a **building** permit is required. ~~For the purpose of these standards and regulations, a building permit includes, but is not limited to, a Rig and Move Permit and Oil and Gas Permit,~~ for the installation of **permanent electrical**, pumps, tank batteries, and all other above-ground structures as well as any other applicable permits including, but not **limited** to, culvert permits, oversized-load permits, and floodplain use

permit.

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**From:** Jen Rutter  
**Sent:** Tuesday, March 13, 2018 11:41 AM  
**To:** Justin Blair  
**Subject:** RE: Second Request for Comments: Regulation Amendments (Case #PLN2017-00036)

Thanks for letting me know! I think our website is having issues, generally with links.

I have attached the drafts for your review.

**Jen Rutter**

Senior Environmental Analyst, *Community & Economic Development Department*  
ADAMS COUNTY, COLORADO  
4430 South Adams County Parkway, 1st Floor, Suite W2000A  
Brighton, CO 80601  
o: 720.523.6841 | [jrutter@adcogov.org](mailto:jrutter@adcogov.org)  
[www.adcogov.org](http://www.adcogov.org)

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**From:** Justin Blair  
**Sent:** Tuesday, March 13, 2018 10:13 AM  
**To:** Jen Rutter

**From:** [Kuster - CDPHE, Kent](#)  
**To:** [Jen Rutter](#)  
**Subject:** PLN2017-00036 Referral  
**Date:** Monday, March 12, 2018 9:52:27 AM

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March 12, 2018

Jennifer Rutter, Case Manager  
Community and Economic Development Department  
4430 South Adams County Parkway, Suite W2000  
Brighton, CO 80601-8204

Re: Project No. PLN2017-00036

Dear Jennifer Rutter,

The Colorado Department of Public Health and Environment has no comment on the second request for comments for Project No. PLN2017-00036.

Please contact Kent Kuster at [303-692-3662](tel:303-692-3662) with any questions.

Sincerely,

Kent Kuster

Environmental Specialist

Colorado Department of Public Health and Environment

--

Kent Kuster

Environmental Protection Specialist

Colorado Department of Public Health and Environment

4300 Cherry Creek Drive South

Denver, CO 80246-1530

303-692-3662 | [kent.kuster@state.co.us](mailto:kent.kuster@state.co.us)



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1800 GLENARM PLACE

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SUITE 1100

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DENVER, CO 80202

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April 2, 2018

**VIA EMAIL – NO ORIGINAL TO FOLLOW**

ATTN:

Jen Rutter, Senior Environmental Analyst, Oil & Gas Program Manager  
Christine Dougherty, Local Government Designee

Dear Adams County Staff and Counsel,

The Colorado Oil & Gas Association ("COGA") respectfully submits this letter regarding Adams County's proposed regulations for oil and gas development and residential construction standards. Although COGA very much appreciates the hard work County staff has put into the draft regulations, there are several proposed regulations that may lead to confusion or other unintended consequences, including the illegality of the proposed regulations.

Of particular concern is the draft provision regarding the expiration of an approved oil and gas location permit (per the County's numbering, draft regulation 4-01-01-01-07-7 1.3). As COGA has previously communicated to the County, this provision should unambiguously reflect that the County's process of re-examining approved permits is limited only to the County's review of the Best Management Practices ("BMPs") used at an approved multi-well pad location. The County's proposed regulation does not do this and is internally inconsistent.

The first sentence purports to vest "the permitted location for the number of wells as contained within the initial permit approval." But this conflicts with the second sentence, which states that "only those wells that are drilled and completed" during the initial period are vested. COGA urges the County to address this inconsistency by removing the second sentence. The undrilled and uncompleted wells cannot afterward become unvested as the second sentence would accomplish. A legal right once granted through vesting cannot be legally retracted in the manner the County is proposing. Rather, what should be subject to change, and what we believe to be the County's intent, given the rest of the provision, is the nature of the BMPs used for the permitted but as yet undrilled and completed wells.

COGA also recommends that the timing of this provision conform to the period of time within which an operator's rights are vested with respect to a Colorado Oil and Gas Conservation Commission ("COGCC") Form 2A. A Form 2A is effective so long as an operator commences



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*construction of an approved location* within three years. The County's draft regulation ties its three (3) year period to the drilling and completion of a well, and not the commencement of a multi-well pad location's construction. To avoid duplicative permitting and confusion, the County should use the same timeline triggers as the COGCC.

The County's proposed oil and gas definitions present another significant area of concern. To avoid confusion and an application of these definitions that may inadvertently lead to operational conflict, COGA urges the County to adopt definitions consistent with the COGCC's definitions from the recently concluded COGCC Flowline Rulemaking. All of the definitions that COGA proposes mirror these new COGCC definitions.

Finally, COGA submits that the County's draft regulations regarding residential construction standards should be published in the Code adjacent to the County's other residential construction standards. The County has inserted its draft residential construction standards in its oil and gas regulation section in Chapter Four of the Adams County Code. But these regulations impose obligations upon residential developers, not oil and gas operators. To reduce confusion and ensure that residential developers are aware of the standards being applied to them, COGA recommends moving the proposed residential construction standards out from the oil and gas section of the Code.

The above concerns and others are reflected in COGA's redlined version of the proposed regulations, attached hereto. COGA appreciates your attention to the issues addressed in this letter. Please let us know if you have any questions or comments.

Sincerely,

A handwritten signature in dark ink, appearing to read "Dan Haley".

Dan Haley, President and CEO  
Colorado Oil & Gas Association

cc (via email):

Mark Mathews-Brownstein Hyatt Farber Schreck, LLP  
Ryan Seastrom-Colorado Oil & Gas Association  
Heidi Miller-Adams County Attorney  
Jeff Robbins-Special Counsel to Adams County

**4-01-01-01 OIL AND GAS WELL DRILLING AND PRODUCTION****4-01-01-01-01 Purpose**

This Section is enacted to protect and promote the health, safety, values, convenience, order, prosperity and general welfare of the current and future residents of the County. It is the County's intent by enacting this Section to facilitate the development of oil and gas resources within the unincorporated area of the County while mitigating potential land use conflicts between such development and existing, as well as planned, land uses. It is recognized that under state law the surface and mineral estates are separate and distinct interests in land and that one may be severed from the other. Owners of subsurface mineral interests have certain legal rights and privileges, including the right to use that part of the surface estate reasonably required to extract and develop their subsurface mineral interests, subject to compliance with the provisions of this Section and any other applicable statutory and regulatory requirements. Similarly, owners of the surface estate have certain legal rights and privileges, including the right to have the mineral estate developed in a reasonable manner and to have adverse land use impacts upon their property, associated with the development of the mineral estate, mitigated through compliance with this Section.

**4-01-01-01-02 Definitions****~~OIL AND GAS FACILITIES~~**

- ~~1. The site and associated equipment used for the production, treatment, and/or storage of oil and gas and waste products; or~~
- ~~2. An individual well pad built with one or more wells and operated to produce liquid petroleum and/or natural gas, including associated equipment required for such production; or~~
- ~~3. Temporary storage and construction staging of oil and gas; or~~
- ~~4. Any other oil and gas operation which may cause significant degradation.~~

~~For any other definition not listed in this section, the definitions listed in Chapter 11 of the Adams County Development Standards and Regulations and the Colorado Oil and Gas Conservation Commission's regulations shall govern this section. If there is a conflict between the definitions in Chapter 11 and the COGCC's definitions, the COGCC's definitions shall prevail. If there is a conflict between the definitions in Chapter 11 and the COGCC's~~

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~~definitions, the COGCC's definitions prevail. If the term is not found in the COGCC's definitions or in the COGCC's definitions or in Chapter 11, the term shall have its common meaning along with the spirit and intent of the Development Standards and Regulations and may be subject to interpretation by the County Manager or his or her designee generally accepted industry meaning.~~

**Commented [BHFS1]:** Not using the COGCC's definitions could inadvertently lead to the application of these rules being in operational conflict with state law and therefore preempted.

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**Commented [BHFS2]:** Definitions should be as objective as possible.

4-01-01-01-03

### General Provisions

1. Access: Oil and gas well installation shall be located to provide convenient access, shall accommodate the traffic and equipment related to the oil and gas operations and emergency vehicles, and shall comply with COGCC rules and Adams County Development Standards and Regulations. Oil and gas operations must minimize impacts to the physical infrastructure of the county transportation system.
2. Building Permit Required: If a well is permitted as a producing oil and/or gas well by the COGCC, a building permit is required. ~~For the purpose of these standards and regulations, a building permit includes, but is not limited to, a Rig and Move Permit and Oil and Gas Permit, for the installation of pumps, tank batteries, and all other above-ground structures as well as any other applicable permits including, but not limited to, culvert permits, oversized-load permits, and floodplain use permit.~~
3. Fees and Permits: All applicable County fees adopted by the County, including postage fees, must be paid at time of application and prior to issuance of a building permit, including for all applicable permits required by the Adams County Development Standards and Regulations.
4. Safety Standards: Oil and gas operations shall be in compliance with COGCC safety and spill and release requirements. Any spill or release that is reportable to the Commission shall be simultaneously reported to the County's LGD, OEM, LEPC, Sheriff's Office, Community and Economic Development Department, Public Works Department, and applicable fire district.

**Commented [BHFS3]:** Will a Rig and Move Permit and or Oil and Gas Permit count as a building permit? Unclear.

**Commented [BHFS4]:** The COGCC only requires reporting to the County's LGD.

The owner or operator of any installation that is required to prepare or have available a material safety data sheet for a hazardous chemical under the Occupational Safety and Health Act of 1970, 29 U.S.C. 651 et seq., and regulations promulgated under that Act, shall submit both a material safety data sheet (MSDS) for each such chemical and an annual emergency and hazardous chemical inventory form to the LEPC and the local fire district. A comprehensive and universal listing of all hazardous chemicals shall be organized based on the various

phases of operation including test wells and drilling and other construction activities submitted prior to construction and with the necessary building permit applications for a Rig and Move Permit ~~and Oil and Gas Permit~~. In addition, operator shall have current MSDS and quantities on site at all times or available upon request.

5. Additional Reporting: The owner or operator of an installation shall also provide all annual tier II reports to the LEPC and the local fire district in accordance with all applicable federal, state and local laws in a format acceptable to the LEPC.
6. Stormwater Controls: Oil and gas operations shall be in compliance with COGCC rules related to stormwater management regulations and Adams County Stormwater Quality Regulations as contained in the Adams County Development Standards and Regulations / Ordinances and other applicable federal, state, and county requirements.
7. Water Bodies and Water Quality: Oil and gas operations shall not cause adverse impacts to surface or ground waters within Adams County. Operators shall comply with all COGCC Rules, specifically with respect to spills and releases in floodplains and/or water bodies, and applicable water quality standards set by the Colorado Department of Public Health and Environment.
8. Well Plugging and Abandonment: An operator shall comply with all COGCC rules regarding well abandonment and reclamation, including, but not limited to, removal of all equipment from the location and restoring the surface of the land to its original state. Notice of well plugging and abandonment shall be submitted by the operator to the County Building Safety Division and Community and Economic Development Department within forty-eight (48) hours.
9. Air Emissions: Air contaminant emission sources shall comply with the permit and control provisions of the state air quality control program (C.R.S. tit.25, art. 7 (C.R.S. § 25-7-101 et seq.)) and the rules and regulations promulgated by the State Air Quality Control Commission. The Operator shall employ such control measures and operating procedures as are necessary to minimize fugitive particulate emissions into the atmosphere.

**4-01-01-01-04****Non-Compliance**

1. State Notification of Violations: Adams County will cooperate fully with the State of Colorado by notifying the Oil and Gas Conservation Commission of any and all violations of the Colorado Laws and Regulations.

2. Delinquent Taxes: One condition of any oil and gas well building permit is that all taxes as provided by statute, shall be paid.
3. County Violations: The County has authority to cite violations under its control pursuant to Section 1-05-06 Criminal Remedies and Enforcement.
4. Legal Non-conforming: Adams County recognizes that there are oil and gas operations that were legally established prior to the effective date of these regulations that may or may not conform to these regulations. These operations may continue, provided the operation is not extended, expanded, or altered in a manner that changes and/or alters the nature, character, or extent of the land use impacts of the site.

4-01-01-01-05

**RESIDENTIAL CONSTRUCTION Standards**

1. **Residential Construction Standards for New Subdivision**  
~~Plats: The Director of Community and Economic Development may impose On all new subdivision plats, any one (1) or more of the following standards shall be imposed on a specific site basis as a condition of subdivision approval and/or building permits on platted or unplatted land:~~
  - a. ~~The oil and gas well location~~subdivision plat shall ~~include~~ contain a two-hundred-fifty (250) foot ~~buffer setback around~~ each oil and gas well in the form of a ~~no-build~~ easement on the Final Plat. No structures may be constructed within the buffer setback area.
  - b. The subdivision plat shall contain a five hundred (500) foot setback around each Tank Battery in the form of a no-build easement on the Final Plat. No structures may be constructed within the setback area.
    - ~~c.b.~~ Access to the ~~oil and gas well location~~ shall be provided by a public street or recorded easement for private access.
    - ~~d.e.~~ The Final Plat shall include notice to prospective buyers of the location of the ~~oil and gas well(s)~~ and associated pipeline easements.
    - ~~e.d.~~ The subdivision plat shall contain a twenty (20) foot setback (ten (10) feet on either side) around each off location flowline or gathering line in the form of a no-build easement on the Final Plat. No structures



may be constructed within the setback area. All oil and gas well flow-lines, gathering lines, and/or pipeline easements not located within the boundaries of a well site shall be graphically depicted on the Final Plat.

f.e. All surface and subsurface agreements shall be noted on the Final Plat by the recorded book and page number.

g.f. Pursuant to Section 4-06-01-02-01-12, where a new home and/or other permanent structure with plumbing is constructed within ~~three-five~~ hundred (~~3500~~) feet of an existing ~~oil and gas~~ well, the property owner shall submit a signed waiver acknowledging the existence of the facility.

2. **Residential Construction Standards for Building Permits on Previously Platted or Unplatted Property:** Proposed new occupied structures on unplatted property or on platted property not already containing oil and gas well setbacks shall comply with the following setbacks:

- a. The building permit shall contain a two-hundred-fifty (250) foot setback around each oil and gas well. No structures may be constructed within the setback area.
- b. The building permit shall contain a five hundred (500) foot setback around each Tank Battery. No structures may be constructed within the setback area.

4-01-01-01-06

**PLUGGED AND ABANDONED, AND FORMER OIL AND GAS PRODUCTION SITES**

This Section is enacted to protect and promote the health, safety, morals, convenience, order, prosperity, or general welfare of the present and future residents of the County. These regulations are intended to be an exercise of the land use authority of the County.

1. Prior to submittal of a final plat, minor subdivision plat, or site development plan, any plugged and abandoned well shall be located, excavated (if it was cut off and buried), and surveyed. The plugged and abandoned well shall be permanently marked by a brass plaque set in concrete similar to a permanent bench mark to monument its existence and location. Such plaque shall contain any

**Commented [BHF55]:** The following regulations were drafted by Adams County and have not been modified by COGA. Because they impose obligations upon the developer, COGA submits that, to reduce confusion, these regulations properly belong with the Residential Construction Standards section.

information required on a dry hole marker by the Colorado Oil and Gas Conservation Commission and the County.

2. As a condition of review of any final plat, minor subdivision plat, or site development plan which contains a plugged and abandoned well or former oil and gas production site or is within 200 feet of such well or site, the owner shall submit a location diagram of the location of the well.
3. On every final plat and on every minor subdivision plat which contains a plugged and abandoned well, or for property within 100 feet of a plugged or abandoned well, there shall be dedicated a well maintenance and workover setback easement, the dimensions of which shall be not less than fifty feet in width and 100 feet in length. No structures shall be located within this setback. The plugged and abandoned well shall be located in the center of the easement. There shall be public access for ingress and egress to the easement of a width of not less than twenty feet.
4. The well maintenance and workover setback shall be depicted on the final plat or site development plan.
5. Every final plat, minor subdivision plat, and site development plan which contains a plugged and abandoned well, or for property within 200 feet of a plugged or abandoned well, shall include the following notation: "The owner shall disclose to prospective purchasers of lots within a radius of 200 feet of the plugged and abandoned well of (1) the location of the plugged and abandoned well, (2) the location of the maintenance and workover setback, and (3) the purpose for the well maintenance and workover setback."
6. Prior to issuance of a grading permit within a development containing a known reserve pit site, the reserve pit site shall be tested for expansive soils. Reserve pits containing expansive soils in locations proposed for buildings shall be subject to the provisions of the International Building Code.
7. No utility lines shall be installed within ten feet of any plugged and abandoned well.

b.

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4-01-01-01-01-064-01-01-01-01-07 **OIL AND GAS WELL DRILLING AND  
PRODUCTION REVIEW**

1. **Review Process:** Any new oil and gas facility will require a Special Use Permit per Section 2-02-11 of the Adams County Development Standards and Regulations. In lieu of a Special Use Permit application and review, the County Manager or his or her designee, at its sole discretion, may elect to negotiate and enter into a Memorandum of Understanding (MOU) with an Operator. The County encourages MOUs to protect the environment, and effectively address the protection of the health, safety and welfare of Adams County residents.

If an MOU is executed, which includes all the best management practices determined necessary by the County Manager or his or her designee, then the applicant shall comply with all aspects of Section 04-10-02-05, Oil and Gas Facilities Administrative Use by Special Review.

2. **Amendments to the MOU:** Any change to the MOU from that approved by the Board of County Commissioners shall require either a Full Amendment or a Technical Review.

- a. **FULL AMENDMENT**

If the proposed amendment meets the criteria necessary for an oil and gas drilling and production permit, but substantially changes the MOU, then the Full Amendment shall need authorization by the Board of County Commissioners.

- b. **TECHNICAL REVIEW AMENDMENTS (TRA)**

The process and requirements for a Technical Review Amendment (TRA) would occur when changes to the MOU are of such a limited nature or scope that a Full Amendment would be unnecessary. Such TRAs may include, but are not limited to: minor changes to structures necessary to meet new technological methods and such methods are technologically sound, economically practical, and reasonably available to the Operator, location and type of landscape material, relocation of light poles or fixtures that do not affect light levels at the property line, the relocation of access roads, color of structures. Such TRAs can be administratively approved by the County Manager or his or her designee.

c. PREREQUISITES FOR A TECHNICAL REVIEW  
AMENDMENT

The following factors shall be used by the County Manager or his or her designee to determine if an application is eligible for a TRA. These factors shall include, but are not necessarily limited to the following:

- (1) Proposed amendments do not fall within the criteria listed for Oil and Gas Drilling and Production Full Amendment as specified in these Regulations.
- (2) Proposed amendments do not violate existing zoning or subdivision regulations.
- (3) Proposed amendments do not relate to any site, building, or sign detail that was a condition of approval through the public hearing process.
- (4) Proposed amendments do not substantially change any of the original plans or items that may have been conditioned through the public hearing process.

**4-01-01-01-01-074-01-01-01-08 OIL AND GAS FACILITIES ADMINISTRATIVE USE  
BY SPECIAL REVIEW**

The intent of this Section 4-10-02-05 is to describe the Administrative Use by Special Review process and approval criteria for Oil and Gas Facilities. Notwithstanding any other language in the Development Standards and Regulations to the contrary, an Oil and Gas Facility or related site preparation or development, including any such Facility that requires a Colorado Oil and Gas Conservation Commission (“COGCC”) permit, may not commence without first obtaining Use by Special Review approval, regardless of the zone district or category in which the operation will be located. Oil and Gas Facilities are specifically allowed in all zone districts, including Planned Unit Developments, subject to Use by Special Review approval and subject to obtaining other required permits and approvals.

**4-01-01-01-01-07-014-01-01-01-08-01 RELATIONSHIP TO SECTION 02-02-11,  
SPECIAL USE PERMIT**

This Section provides an Administrative Use by Special Review approval process for Oil and Gas Facilities where an applicant and the County have executed an acceptable Memorandum of Understanding (“MOU”) and the applicant meets other administrative approval criteria, as set forth in further detail below. In the event that an applicant has executed an MOU and obtains approval for an Administrative Use by Special Review for a particular Oil and Gas Facility, compliance with the procedures and criteria in Section 02-02-11, Special Use Permit, is not required. In other situations, in order to

obtain approval for an oil and gas facility, the applicant must comply with the provisions of 02-02-11, Special Use Permit.

#### 4-01-01-01-01-07-024-01-01-01-01-08-02 ADMINISTRATIVE APPROVAL CRITERIA

In order to obtain Administrative Use by Special Review approval, an Oil and Gas Facility shall first satisfy the following criteria:

1. **Memorandum of Understanding:** An MOU acceptable to the County must have been executed by the applicant and the County and currently be in full force and effect, and the Oil and Gas Facility as proposed must be in compliance with the provisions of the MOU. An MOU may contain requirements similar to criteria contained within the Administrative Use by Special Review permit process. In such instances, the criteria within the Administrative Use by Special Review Permit shall govern.
2. **Satisfy Submittal Requirements:** The application and exhibits for the Administrative Use by Special Review must satisfy all applicable submittal requirements in this Section.
3. **Compatibility/ Land Use Impacts:** The Oil and Gas Facility shall be compatible with the surrounding area and shall not create any site specific conditions that present significant or material impacts to nearby land uses. Best management practices or conditions of permit approval may be used to achieve compliance with this criterion.
4. **Emergency Service Providers:** The Oil and Gas Facility applicant must provide a commitment to serve (“will serve”) letter from the authority having jurisdiction for providing emergency services (fire protection and emergency medical services) for that facility, or, where no authority has jurisdiction, from an emergency services provider with the ability to provide such emergency services.

#### 4-01-01-01-01-07-034-01-01-01-01-08-03 ADMINISTRATIVE PROCESS

1. **Pre-Submittal Meeting:** Prior to submitting an application for an Administrative Use by Special Review for an Oil and Gas Facility, the applicant is required to attend a pre-submittal meeting with representatives of the Community and Economic Development (“CED”) Department, unless waived. At the pre-submittal meeting the applicant will receive direction from County staff that will assist in preparing a complete application for submittal to the County and the County will supply the list of addresses of record

for property owners within one-half mile who are to receive notice per Section 04-10-02-05-06 below. The County will also supply the applicant with a list of applicable referral entities that will be sent a referral packet.

2. **Review for Completeness:** Upon receipt of an Oil and Gas Use by Special Review application and fee, referral packets and associated application materials, the Community and Economic Development Department staff shall review the materials submitted to determine if the application is complete and consistent with the standards set forth in this Section 04-10-02-05.
3. **Concurrent Referral and Review:** CED staff will refer the complete application for a twenty-one (21) day review by the various divisions of the CED and the County Attorney's Office, as deemed appropriate. An application may require review by outside agencies such as the U. S. Army Corps of Engineers, if the project impacts a floodplain, and may also be referred to any life-safety providers, adjacent jurisdictions, local public health department, and others as may be deemed appropriate.
4. **Address Deficiencies:** The applicant will be notified of any outstanding issues in connection with application materials upon completion of this review and will be required to address any issues or deficiencies in connection with the application materials in accordance with Section 02-01-04, Determination of Sufficiency. If necessary, a meeting will be held to discuss any issues that need to be resolved. If necessary, the applicant will then submit an amended application, plan or other submittals, as appropriate, to the County for verification that the deficiencies have been addressed by the applicant. If the above-described outstanding issues cannot be resolved, the Director may refer the case to the BOCC for its consideration.
5. **Final Review:** Upon acceptance of the final copy of the application and exhibits by the CED staff, the application materials will be forwarded for final review by the Director.

#### 4-01-01-01-01-07-044-01-01-01-01-08-04 ADMINISTRATIVE SUBMITTAL REQUIREMENTS

A Submittal Requirements list is available from the CED staff outlining the complete list of submittal items and the proper number of documents. Other submittal requirements may be required based on

CED staff review. The following items are required as part of an Oil and Gas Facility application submittal:

1. **Pre-Submittal Notes or Waiver:** Notes from the pre-submittal meeting pertaining to the application, or signed waiver of pre-submittal meeting form.
2. **Application Form:** A completed Oil and Gas Facility application form. Application forms are available from the CED staff.
3. **Application Fees:** Application fee schedules are available from the CED staff.
4. **Plan:** An Oil and Gas Operations Plan drafted in accordance with 04-10-02-05-05 of this Section.
5. **Emergency Preparedness Plan:**
  - a. In General. Oil and gas operations shall not cause unreasonable risks of emergency situations such as explosions, fires, gas, oil or water pipeline leaks, ruptures, hydrogen sulfide or other toxic gas or fluid emissions, and hazardous material vehicle accidents or spills.
  - b. Emergency Preparedness Plan. Each Applicant with an operation in the County is required to implement an emergency preparedness plan for each specific oil and gas facility. The plan shall be referred to and approved by the Adams County Sheriff, the Office of Emergency Management, and the applicable fire district and filed with the County and updated on an annual basis or as conditions change (responsible field personnel change, ownership changes, etc.). The emergency preparedness plan shall consist of at least the following information:
    - (1) Name, address and phone number, including 24-hour emergency numbers for at least two persons located in or near Adams County who are responsible for emergency field operations.
    - (2) An as-built facilities map in a format suitable for input into the County's GIS system depicting the locations and type of above and below ground facilities including sizes, and depths below grade of all oil and gas gathering and transmission lines and

associated equipment, isolation valves, surface operations and their functions, as well as transportation routes to and from exploration and development sites, for emergency response and management purposes. The information concerning pipelines and isolation valves shall be held confidentially by the County's Office of Emergency Management, and shall only be disclosed in the event of an emergency. The County shall deny the right of inspection of the as-built facilities maps to the public pursuant to C.R.S. § 24-72-204.

- (3) Detailed information addressing each potential emergency that may be associated with the operation. This may include any or all of the following: explosions, fires, gas, oil or water pipeline leaks or ruptures, hydrogen sulfide or other toxic gas emissions, or hazardous material vehicle accidents or spills. For each potential emergency, threshold / trigger levels shall be pre-identified that govern when an emergency state is declared by the Applicant.
- (4) The plan shall include a provision that any spill outside of the containment area or which has the potential to leave the facility or to threaten a water body shall be reported to the emergency dispatch and the Director immediately.
- (5) Detailed information identifying access or evacuation routes, and health care facilities anticipated to be used.
- (6) Project specific emergency preparedness plans are required for any project that involves drilling or penetrating through known zones of hydrogen sulfide gas.
- (7) The plan shall include a provision that obligates the Applicant to reimburse the appropriate emergency response service providers for costs incurred in connection with any emergency.
- (8) Detailed information that the Applicant has adequate personnel, supplies, and funding to



implement the emergency response plan immediately at all times during construction and operations.

- (9) The plan shall include provisions that obligate the Applicant to keep onsite and make immediately available to any emergency responders the identification and corresponding Material Safety Data Sheets (MSDS) of all products used, stored or transported to the site. The MSDS sheets shall be provided immediately upon request to the Director, a public safety officer, or a health professional. In cases of spills or other emergency events, the plan shall include provisions establishing a notification process to emergency responders of potential products they may encounter, including the products used in the hydraulic fracturing fluids.
- (10) The plan shall include a provision establishing a process by which the Applicant engages with the surrounding neighbors and schools to educate them on the risks and benefits of the on-site operations and to establish a process for surrounding neighbors and schools to communicate with the Applicant.

**6. Engineering Documents:** The following technical Engineering documents are required by the CED staff unless otherwise waived:

a. Construction Plans:

If applicable, Construction Plans for the proposed Oil and Gas Operation's public improvements including road plan and profile sheets, storm drainage improvements plans and other public improvements, prepared in accordance with the latest version of the Adams County Development Standards and Regulations (Chapter 9).

b. Pavement Design Report:

If applicable, a Pavement Design Report prepared in accordance with the latest version of the Adams County Development Standards and Regulations (Chapter 7).

c. Grading Erosion and Sediment Control:

If applicable, a Grading, Erosion, Sediment Control Report and Plan as defined in the latest version of the Adams County Development Standards and Regulations (Chapter 9).

d. Transportation, Roads, Access Standards, and Fees:

- (1) The Applicant's transportation plan must be designed and implemented to ensure public safety and maintain quality of life for other users of the county transportation system, adjacent residents, and affected property owners.
- (2) Where available, existing private roads shall be used to minimize land disturbance unless traffic safety, visual or noise concerns, or other adverse surface impacts clearly dictate otherwise.
- (3) Access roads on the site and access points to public roads as identified in the application materials shall be reviewed by the CED department and shall be built and maintained in accordance with the engineering specifications and access road standards defined in the Adams County Development Standards and Regulations (Chapter 8).
- (4) All applicable transportation fees shall be paid prior to issuance of a development plan review construction permit, including without limitation:
  - (a) access permit fees;
  - (b) oversize/overweight permit fees;
  - (c) right of way construction permit fees; and
  - (d) industrial traffic impact fees.
- (5) Oil and gas operations must minimize impacts to the physical infrastructure of the county transportation system. Any costs to improve county transportation system infrastructure necessitated by the proposed oil and gas operation shall be the responsibility of the Applicant. All transportation system infrastructure improvements and associated costs shall be determined by the CED department. The County shall perform the work or arrange for it to be performed. If the Applicant disagrees with the infrastructure improvements or associated costs as assessed by CED, it may request that the department approve a different route for its proposed oil and gas operation that avoids the need for such improvements. Alternatively, the Applicant may engage a licensed civil engineering firm to perform a traffic impact study in accordance with Chapter 8 of the Development Standards and Regulations to independently evaluate county transportation system infrastructure

improvements necessitated by the proposed oil and gas operation.

e. Drainage Study/Technical Drainage Letter/Plan:

If applicable, a Drainage Study/Technical Drainage Letter/Plan prepared in accordance with the latest version of the Adams County Development Standards and Regulations (Chapter 9).

f. Floodplain Use Permit:

The applicant must obtain a Floodplain Use Permit, in accordance with the latest version of the Adams County Development Standards and Regulations, if the proposed Oil and Gas construction disturbance or operation encroaches into the 100-year floodplain, or the access is crossing a major drainage way, as defined by the latest version of the Adams County Development Standards and Regulations (Chapter 9).

7. **Surface Owner Documentation**

Documentation as to whether the surface owner and others with interest in the property have authorized the proposed Oil and Gas Facility.

8. **Additional Information**

Additional information may be requested by the Director as deemed appropriate to process the application and to meet the criteria in this Section 04-10-02-05. The Director may also waive the submittal of any information required above as deemed appropriate.

4-01-01-01-01-07-054-01-01-01-01-08-05

**OIL AND GAS OPERATIONS PLAN**

1. **Plan Format:** Two hard copies of all plans shall be provided and one copy of the plans shall be provided in digital format, on either a thumb drive or CD. No plans shall contain copyright restrictions or public use restrictions.
2. **Cover Sheet:** The cover sheet shall have a title block with the reference to an Administrative Use by Special Review, project name, and location by section, township and range. The cover sheet shall also include a legal description of the area, date of the drawing, existing zoning of the site, a sheet key, a vicinity map with north arrow (scale of 1" = 2,000' preferred) with an emphasis on the major roadway network within two (2) miles of the proposal, and all applicable County notes, an approval signature block and a block to insert the COGCC Permit number when

approved. Upon approval, the first sheet will be signed by the Director.

3. **Impact Area Map:** The second sheet shall contain an Impact Area Map that shows the proposed location of the Oil and Gas Facility, locations of all existing oil and gas wells within the one-mile impact area, locations of all producing, closed, abandoned, and shut-in wells and other oil and gas operations within one (1) mile of the site, locations of all water wells within ½ mile of the proposed Oil and Gas Operation, Existing improvements within 1,500 feet of the location on which the operation is proposed, and all existing and proposed roads within the one-mile impact area.
4. **Drilling Operation Plan:** The third sheet shall provide a site plan of drilling operations with drilling equipment with existing and proposed finished-grade topography at two-foot (2') contours or less tied to a datum acceptable to the County. The applicant shall verify current information regarding what datum is acceptable to the County, prior to submitting the application for the Administrative Use by Special Review. The layout of the drilling equipment may be shown as a typical plan, if the County deems it appropriate for the extent of development of the proposed Oil and Gas Facility.
5. **Production Plan:** The fourth sheet shall provide a site plan of production operations with production equipment such as tanks and compressor stations with existing and proposed finished-grade topography at two-foot (2') contours or less tied to a datum acceptable to the County. The production plan shall also identify proposed drilling and completion schedules. A seed mix shall be provided for reseeding the well pad. Equipment layout may be a typical plan appropriate to the degree of development for the Oil and Gas Facility, if the County deems it appropriate for the extent of development of the proposed Oil and Gas Facility.
6. **Signage Plan/Sign Detail:** A dimensioned Signage Plan or Sign Detail shall be included on one of the sheets describing and illustrating the appearance, size, location, type, color, material, and illumination of all signs. Directional signs for emergency responders and inspectors shall be included, along with a 24-hour, 7-days per week contact information to deal with all noise complaints.
7. **Final Plan:** Once the review process is complete and staff has determined that all outstanding issues have been resolved, staff

will request a final copy of the Oil and Gas Operations Plan. The final copy of the Plan shall be paper. The final Oil and Gas Operations Plan shall contain the information listed above unless otherwise specified by the County staff.

**4-01-01-01-01-07-064-01-01-01-01-08-06 NOTICE OF APPLICATION  
REQUIREMENTS; DISCRETIONARY NEIGHBORHOOD  
MEETING**

1. **Notice:** The applicant shall provide written notification by U.S. Mail to owners of parcels within ½ mile of the boundaries of the proposed parcel where an application for an Administrative Use by Special Review for an Oil and Gas Facility has been filed with the County. The Notice of Application shall meet the format prescribed by the County and shall be mailed no less than ten (10) days prior to the submittal date of an application for an Oil and Gas Facility to the County. The Notice of Application shall contain a statement informing the recipients of the notice that they may request written notification by the Applicant of the commencement of construction and commencement of drilling operations. The applicant shall provide written notification by U.S. Mail, which shall include an offer to consult, to any municipality or county whose boundaries are within 1/2 mile of the proposed parcel where an application for an Administrative Use by Special Review for an Oil and Gas Facility has been filed with the County.
2. **Neighborhood Meeting:** The Director may require the applicant to conduct a neighborhood meeting at a convenient public location with adjacent and surrounding land owners and other interested parties in accordance with Section 02-01-02, Neighborhood Meetings. At the neighborhood meeting, the Applicant shall provide an overview of its proposed oil and gas operation and allow those in attendance to provide input as to the proposed operation, including, but not limited to, issues that arise from application of these regulations to the proposed operation, and suggested mitigation to adequately ensure compliance with these regulations.

**4-01-01-01-01-07-074-01-01-01-01-08-07 APPROVAL/DENIAL OF ADMINISTRATIVE  
USE BY SPECIAL REVIEW**

1. **Action to Approve, Conditionally Approve or Deny:** Unless there are any issues that have not been resolved by the applicant, the County will exercise its best efforts to process the Administrative Use by Special Review for an Oil and Gas Facility

within forty-two (42) calendar days from the date of complete submittal by the applicant. The Administrative Use by Special Review application can be administratively approved, approved with conditions necessary to meet the criteria of this Section or denied based upon noncompliance with the criteria of this Section. Written notice of the decision shall promptly be provided to the applicant, and, if denied, the notice shall include a statement of the reason(s) for denial. The forty-two (42) calendar day timeframe counts only as the County's processing time and does not include the applicant's response time.

2. **Director's Discretion to Refer to the Board:** In lieu of the Director making a decision on an application, the Director has the discretion to refer any application for Administrative Use by Special Review or amendment thereto to the BOCC for its consideration and decision at a public hearing. In such event, the BOCC shall make its determination based upon the requirements of this Section; however, unless waived by the BOCC, notice of the hearing shall be provided to those parties entitled to notice as set forth in Section 04-10-02-03-03-07-06 prior to the BOCC hearing. At such public hearing, the BOCC may approve, approve with conditions, or deny the application.
3. Expiration of Approval: Permit Revision Process BMP Assessment Process: Provided the construction of an approved multi-well pad location commences within the three (3) year period following approval of a multi-well pad location, such approval permanently vests the permitted location for the number of wells as contained within the initial permit approval. However, only those wells that are drilled and completed during the initial three (3) year period following approval of a multi-well pad location shall be subject to the Best Management Practices (BMPs) approved in the initial permit . If additional wells are to be drilled at the multi-well pad location following expiration of the initial three (3) year period, the permit for those wells shall be revised pursuant to this provision. The BMP Assessment Process is the process to ensure application of the most recent and applicable BMPs associated with application of the permitting standards contained within these Development Standards. The BMP Assessment Process also allows the Operator to inform the County of any most recent and applicable BMPs associated with well drilling and completion known to the Operator. The BMP Assessment Process is the County process which serves to update the BMPs for the previously permitted but undrilled and completed wells associated with an approved multi-well pad location permit and is not a process to

**Commented [BHFS6]:** The COGCC's Form 2A effective period runs from approval to date of beginning construction at a location, not the date of drilling a well. To keep the dates in sync, Adams should run its timeline from the date construction commences and not the date a well is drilled.

As drafted, the County's first two sentences conflict because the first sentence purports to vests "the permitted location for the number of wells as contained within the initial permit approval," whereas the second sentence claws that back to state that "only those wells that are drilled and completed during" the initial period are vested.

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~~deny a previously approved permit. When revising a permit to include new BMPs, the Director of Community and Economic development shall take technical and economic feasibility into account. Provided at least one well is drilled and completed during the initial three (3) year period following approval of a multi-well pad location, such approval permanently vests the permitted location for the number of wells as contained within the initial permit approval. However, only those wells that are drilled and completed during the initial three (3) year period following approval of a multi-well pad location shall be vested. If additional wells are to be drilled at the multi-well pad location following expiration of the initial three (3) year period, the permit for those wells shall be revised pursuant to this provision. The Permit Revision Process is the process to ensure application of most recent and applicable Best Management Practices associated with application of the permitting standards contained within these Development Standards. The Permit Revision Process also allows the Operator to inform the County of any most recent and applicable Best Management Practices associated with well drilling and completion. To achieve these goals, the Permit Revision Process shall include application of all necessary and relevant provisions of these Regulations as determined by the Director of Community and Economic Development. The Permit Revision Process is the County process which serves to update the County oil and gas well permit associated with a multi-well pad location and is not a process to deny a previously approved permit.~~

4. **Permits Required Prior to Commencement of Operations:** If applicable, an Access Permit and Oversize Load (OSL) Permit shall be required prior to the development of the Oil and Gas Facility. A Floodplain Use Permit shall be required prior to any work within a floodplain. A Building Permit may be required prior to construction of certain structures within the Oil and Gas Facility.

#### 4-01-01-01-01-07-084-01-01-01-01-08-08 **APPEAL of DECISION ON APPLICATION FOR ADMINISTRATIVE USE BY SPECIAL REVIEW**

An applicant may appeal the Director's denial of an application for an Administrative Use by Special Review for an Oil and Gas Facility, or any conditions of approval, to the Board of County Commissioners for a hearing. The applicant must file the appeal within fourteen (14) calendar days of the date of the Director's decision by submitting a letter of appeal to the Director. Thereafter, the matter will be scheduled on the next available agenda of the BOCC. At such hearing,

the BOCC may affirm, reverse or modify the decision of the Director, based upon the criteria set forth in Section 4-10-02-03-03-07-02.

~~4-01-01-01-01-07-094-01-01-01-01-08-09~~ **MOU PROVISIONS AS CONDITIONS OF APPROVAL**

An approval of an Administrative Use by Special Review for an Oil and Gas Facility shall automatically include as conditions of approval all provisions of the MOU executed by the applicant, except to the extent waived by the Director or the Board.

~~4-01-01-01-01-07-194-01-01-01-01-08-10~~ **ADMINISTRATIVE AMENDMENT**

If the applicant or operator proposes changes from the plans approved through the Administrative Use by Special Review, including any changes in the source or location of water to be used by the Oil and Gas Facility, the applicant or operator is required to submit an amendment to the application showing the changes, unless such requirement has been waived by the Director. The proposed amendment will be reviewed by staff and, if applicable, staff may require additional information. The amended application will need to meet all requirements of this Section and be approved in writing by the Director, or the BOCC (if the BOCC approved the original application), prior to implementation.

~~4-01-01-01-01-084-01-01-01-01-09~~ **COGCC AND COUNTY APPROVALS REQUIRED**

Development of the Oil and Gas Facility shall not commence until and unless any required permits from COGCC, and a Use by Special Review (administrative or non-administrative) or Special Use Permit from the County, have both been approved.

~~4-01-01-01-01-094-01-01-01-01-10~~ **COGCC RULE 305(a) or 305A CONSULTATION PROCESS**

If consultation between an operator and the County is triggered by either Rule 305(a)(1) or Rule 305A, the Director may, in his discretion use either the Administrative Use by Special Review permitting process or the Special Use permitting process, or, in the case neither process is appropriate, develop a case by case consultation process with the operator.

~~4-01-01-01-01-14-01-01-01-01-11~~ **STANDARDS FOR FLOWLINES**

The following standards apply specifically to flowlines that are located outside of the well site boundary.



1. **Alignment:** Off location flowlines should be aligned with established roads, located outside of the ultimate right-of-way, and share existing pipeline rights-of-way where practicable. New corridors for pipeline rights-of-way should be consolidated whenever possible.

2. **Water Body Crossing:** Boring technology shall be used for off location flowlines crossing streams, rivers or irrigation ditches.

3. **Compliance with Floodplain Regulations:** Off location flowlines located in or crossing an area of Special Flood Hazard shall comply with the requirements of the County's floodplain regulations in Section 2-02-07.

4. **COGCC Form 44.** Operators are required to allow the COGCC to forward all duly filed Form 44s to the County for its use for planning and emergency management and for no other uses. However, this requirement does not require the COGCC to forward any confidential geodatabase information submitted with a filed Form 44 to the County. For the County to acquire such geodatabase information from the COGCC, the County's local governmental designee must formally request such information from the COGCC and enter into a confidentiality agreement with the COGCC. In no event shall the County receive confidential geodatabase data for pipelines without outside of the County's jurisdiction.

5. **Notification of Grade 1 Gas Leaks:** An operator must notify the County's local government designee verbally or in writing, as soon as practicable, but no more than six (6) hours after discovery of a Grade gas leak. The Local Government Designee shall be notified immediately of gas leaks.

#### 4-01-01-01-01-14-01-01-01-12 **PLUGGED AND ABANDONED, AND FORMER OIL AND GAS PRODUCTION SITES**

This Section is enacted to protect and promote the health, safety, morals, convenience, order, prosperity, or general welfare of the present and future residents of the County. These regulations are intended to be an exercise of the land use authority of the County.

1. Prior to submittal of a final plat, minor subdivision plat, or site development plan, any plugged and abandoned well shall be located, excavated (if it was cut off and buried), and surveyed. The plugged and abandoned well shall be permanently marked by a brass plaque set in concrete similar to a permanent bench mark to monument its existence and location. Such plaque shall contain any information required on a dry hole

**Commented [BHFS7]:** This is not practical because under the County's floodplain regulations, only the owner of the property located within the floodplain can apply for a floodplain use permit per 2-02-07-03. Often the operator will not own the relevant property but rather will have obtained an easement to place its flowlines on the property.

**Commented [BHFS8]:** This provision should conform with state law, specifically, approved COGCC Rule 1101.d. This mark-up conforms with COGCC Rule 1101.d and mirrors the necessary requirements for the County to obtain the confidential geodatabase information.

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**Commented [BHFS9]:** This provision should confirm with state law, specifically, approved COGCC Rule 1104.k.(1). This mark-up mirrors state law. For clarity, COGA has also proposed a definition in Adams County Code Chapter 11 that defines a "Grade 1 Gas Leak" in accordance with state law.

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**Commented [BHFS10]:** COGA has not edited these regulations in any way and is not proposing their deletion from the Code but rather has moved them up to the section pertaining to Residential Construction Standards. Because these regulations impose obligations on the building developer, COGA submits that, to reduce confusion, these regulations properly belong with the Residential Construction Standards section.

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marker by the Colorado Oil and Gas Conservation Commission and the County.

2. As a condition of review of any final plat, minor subdivision plat, or site development plan which contains a plugged and abandoned well or former oil and gas production site or is within 200 feet of such well or site, the owner shall submit a location diagram of the location of the well.
3. On every final plat and on every minor subdivision plat which contains a plugged and abandoned well, or for property within 100 feet of a plugged or abandoned well, there shall be dedicated a well maintenance and workover setback easement, the dimensions of which shall be not less than fifty feet in width and 100 feet in length. No structures shall be located within this setback. The plugged and abandoned well shall be located in the center of the easement. There shall be public access for ingress and egress to the easement of a width of not less than twenty feet.
4. The well maintenance and workover setback shall be depicted on the final plat or site development plan.
5. Every final plat, minor subdivision plat, and site development plan which contains a plugged and abandoned well, or for property within 200 feet of a plugged or abandoned well, shall include the following notation: "The owner shall disclose to prospective purchasers of lots within a radius of 200 feet of the plugged and abandoned well of (1) the location of the plugged and abandoned well, (2) the location of the maintenance and workover setback, and (3) the purpose for the well maintenance and workover setback."
6. Prior to issuance of a grading permit within a development containing a known reserve pit site, the reserve pit site shall be tested for expansive soils. Reserve pits containing expansive soils in locations proposed for buildings shall be subject to the provisions of the International Building Code.
7. No utility lines shall be installed within ten feet of any plugged and abandoned well.

11-02-XX

## **FLOWLINE**

A segment of pipe transferring oil, gas, or condensate between a wellhead and processing equipment to the load point or point of delivery to a U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration or Colorado Public Utilities Commission regulated gathering line or a segment of pipe transferring produced water between a wellhead and the point of disposal, discharge, or loading. This definition of flowline does not include a gathering line. The different types of flowlines are:

Wellhead Line means a flowline that transfers well production fluids from an oil or gas well to process equipment (e.g., separator, production separator, tank, heater treater), not including pre-conditioning equipment such as sand traps and line heaters, which do not materially reduce line pressure.

Production Piping means a segment of pipe that transfers well production fluids from a wellhead line or production equipment to a gathering line or storage vessel and includes the following:

Production Line means a flowline connecting a separator to a meter, LACT, or gathering line;

Dump Line means a flowline that transfers produced water, crude oil, or condensate to a storage tank, pit, or process vessel and operates at or near atmospheric pressure at the flowline's outlet;

Manifold Piping means a flowline that transfers fluids into a piece of production facility equipment from lines that have been joined together to comingle fluids; and

Process Piping means all other piping that is integral to oil and gas exploration and production related to an individual piece or a set of production facility equipment pieces.

Off-Location Flowline means a flowline transferring produced fluids (crude oil, natural gas, condensate, or produced water) from an oil and gas location to a production facility, injection facility, pit, or discharge point that is not on the same oil and gas location. This definition also includes flowlines connecting to gas compressors or gas plants. Peripheral Piping means a flowline that transfers fluids.

**Commented [BHFS1]:** To avoid confusion and an application of these definitions that may inadvertently lead to operational conflict, and therefore the illegality of the County's regulations, COGA urges the County to adopt definitions consistent with the COGCC's recently approved definitions from the recently concluded COGCC Flowline Rulemaking. This proposed definition of "flowline" and all of its subparts mirrors the approved COGCC Flowline Rulemaking definition of "flowline" and associated subparts.

Peripheral Piping means a flowline that transfers fluids such as fuel gas, lift gas, instrument gas, or power fluids between oil and gas facilities for lease use.

Produced Water Flowline means a flowline on the oil and gas location used to transfer produced water for treatment, storage, discharge, injection or reuse for oil and gas operations. A segment of pipe transferring only freshwater is not a flowline.

Flowline Exclusion. A line that would otherwise meet any of the foregoing descriptions will not be considered a flowline if all of the following are satisfied:

-the operator prospectively marks and tags the line as a support line;

-the line is not integral to production;

-the line is used infrequently to service or maintain production equipment;

-the line does not hold a constant pressure; and

-the line is isolated from a pressure source when not in use.

Those segments of pipe from the wellhead downstream through the production facilities ending at, in the case of gas lines, the gas metering equipment; or, in the case of oil lines, the oil loading point or LACT Unit; or in the case of waterlines, the water loading point, the point of discharge to a pit, the injection wellhead or the permitted surface water discharge point.

11-02-XX

## **GATHERING LINE**

A gathering pipeline or system as defined by the Colorado Public Utilities Commission, Regulation No. 4, 4 C.C.R. 723-4901, Part 4, (4 C.C.R. 723-4901) or a pipeline regulated by the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration pursuant to 49 C.F.R. §§ 195.2 or 192.8. 49 C.F.R. §§ 195.2 or 192.8 and 4 C.C.R. 723-4901 in existence as of the date of this regulation and does not include later amendments. 49 C.F.R. §§ 195.2 or 192.8 and 4 C.C.R. 723-4901 are available for public inspection during normal business hours from the Public Room Administrator at the office of the Commission, 1120 Lincoln Street, Suite 801, Denver, Colorado 80203. Additionally, 49 C.F.R. §§ 195.2 or 192.8 may be found at <https://www.phmsa.dot.gov>, and 4 C.C.R. 723- 4901 may be found at

**Commented [BHFS2]:** To avoid confusion and an application of these definitions that may inadvertently lead to operational conflict, and therefore the illegality of the County's regulations, COGA urges the County to adopt definitions consistent with the COGCC's recently approved definitions from the recently concluded COGCC Flowline Rulemaking. This proposed definition of "gathering line" mirrors the approved COGCC Flowline Rulemaking definition of "gathering line."

<https://www.sos.state.co.us>. A pipeline and equipment described below that transports gas from a production facility (ordinarily commencing downstream of the final production separator at the inlet flange of the custody transfer meter) to a natural gas processing plant or transmission line or main. The term “gathering line” includes valves, metering equipment, communication equipment, cathodic protection facilities, and pig launchers and receivers, but does not include dehydrators, treaters, tanks, separators, or compressors located downstream of the final production facilities and upstream of the natural gas processing plants, transmission lines, or main lines.

11-02-XX      **GAS WELL**

A well, the principal production of which at the mouth of the well is gas, as defined by the Oil and Gas Conservation Act.

11-02-xx GRADE 1 GAS LEAK

A gas leak that represents an existing or probably hazard to persons or property and requires immediate repair or continuous action until the conditions are no longer hazardous.

11-02-XX      **OIL AND GAS FACILITY**

- Equipment or improvements used or installed at an oil and gas location for the exploration, production, withdrawal, gathering, treatment, or processing of oil or natural gas. 1. The site and associated equipment used for the production, treatment, and/or storage of oil and gas and waste products; or
2. An individual well pad built with one or more wells and operated to produce liquid petroleum and/or natural gas, including associated equipment required for such production; or
3. Temporary storage and construction staging of oil and gas; or
4. Any other oil and gas operation which may cause significant degradation.

11-02-XX      **OIL WELL**

A well, the principal production of which at the mouth is oil, as defined by the Oil and Gas Conservation Act.

**Commented [BHFS3]:** To avoid confusion and an application of these definitions that may inadvertently lead to operational conflict, and therefore the illegality of the County’s regulations, COGA urges the County to adopt definitions consistent with the COGCC’s definitions. This proposed definition mirrors the COGCC’s definition of “Grade 1 Gas Leak” at COGCC Rule 100 Series-Definitions. A conforming redline change has been made in COGA’s redline of draft chapter 4.

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**Commented [BHFS4]:** To avoid confusion and an application of these definitions that may inadvertently lead to operational conflict, and therefore the illegality of the County’s regulations, COGA urges the County to adopt definitions consistent with the COGCC’s definitions. This proposed definition mirrors the COGCC’s definition of “oil and gas facility” at COGCC Rule 100 Series-Definitions.

## 11-02-XX PLUGGED AND ABANDONED WELL

The cementing of an oil and gas well, the removal of its associated production facilities, the removal or abandonment in-place of its flowline, and the remediation and reclamation of the well site.

## 11-02-XX PRODUCTION FACILITY

Any storage, separation, treating, dehydration, artificial lift, power supply, compression, pumping, metering, monitoring, flowline, and other equipment directly associated with oil wells, gas wells, or injection wells.

## 11-02-XX PRODUCTION SITE

The [disturbed](#) area surrounding or encompassing production facilities, including but not limited to production units, tanks and tank batteries, other production-related vessels, accessory equipment, pits, reserve pits, [flowlines](#), [sales lines](#), [rights-of-way](#) and [easements associated with previous or current oil and gas operations](#), and tank batteries.

**Commented [BHFS5]:** The COGCC does not define "production site," but Adams' proposed definition is too broad and could lead to as applied setbacks that are preempted by state law.

## 11-02-XX PRODUCTION UNIT

A vessel for separating well stream fluids, possibly with heat, and putting fluids into merchantable condition.

## 11-02-XX PIT

Any natural or man-made depression on the ground used for oil or gas exploration or production purposes. Pit does not include steel, fiberglass, concrete, or other similar vessels which do not release their contents to surrounding soils.

## 11-02-XX RESERVE PIT

A pit used to store drilling fluids for use in drilling operations or to contain exploration and production waste generated during drilling operations and completion or re-completion procedures.

## 11-02-XX TANK BATTERY

The point of collection (tanks) and disbursement (tank, meter, Lease Automated Custody Transfer unit) of oil or gas from producing well(s).

**11-02-XX WELL**

An oil or gas well, a hole drilled for the purpose of producing oil or gas, a well into which fluids are injected, a stratigraphic well, a gas storage well, or a well used for the purpose of monitoring or observing a reservoir.

**11-02-XX WELLHEAD**

The equipment attaching the surface equipment to well bore equipment at the well.

**11-02-XX WELL SITE**

The areas that are directly disturbed during the drilling and subsequent operation of, or affected by production facilities directly associated with, any oil well, gas well, or injection well and its associated well pad.

April 2, 2018

Jennifer Rutter  
Department of Community and Economic Development  
Adams County  
4430 South Adams County Parkway  
Suite W2000A  
Brighton, CO 80601-82216

RE: CPC Comments on Proposed Amendments to County's Development Standards and Regulations

Dear Ms. Rutter:

Colorado Petroleum Council (CPC) is responding to your letter dated March 9, 2018 for comments on proposed text amendments to certain sections of Adams County's Development Standards and Regulations including:

- *Additional Standards for Flowlines and Gathering Pipelines* – These regulations are specific to oil and gas flowlines and gathering lines at and near wellheads and tank batteries.
- *Plugged and Abandoned Oil and Gas Wells and Former Oil and Gas Production Sites* – These regulations are specific to oil and gas infrastructure that is no longer active and that has been plugged and abandoned without intention of future use.
- *Residential Construction Setbacks* - These regulations are specific to setbacks for new residential development from existing oil and gas infrastructure.
- *Expiration of Approval* - This regulation modification changes the length of time an Administrative Use by Special Review Permit (4-10-02-03-03-07-07(3)) is valid and provides a process for renewal.
- *Additional definitions* relating to oil and gas development and infrastructure.

CPC recognizes the County made several revisions in the latest version of its proposed amendments in response to comments submitted by CPC and others on December 1, 2018. However, the County did not address other comments provided by CPC in its previous comments, and CPC is reiterating a few of these comments and requests that the County take these comments into reconsideration. CPC very much appreciates the stakeholder process in which the County has engaged, and we look forward to working with you as the process moves forward.

The oil and gas industry is an important part of the Adams County economy. Not only are exploration and development activities occurring in many parts of the County, but many workers and their families make their homes in the County. CPC and its members are committed to working cooperatively with the County to encourage responsible oil and gas development. Our members consistently tell us that regulatory certainty is vitally important in making decisions about capital allocation and development. CPC is intent upon working with the County to ensure



that the County's regulations and standards provide the certainty, fairness, and predictability that are the critical ingredients for any industry.

With the goal of enhancing certainty and predictability in the County's standards and regulations, we have outlined below our thoughts and suggestions related to the proposed amendments as described in the March 9, 2018 request for comments. We have also provided comments for certain sections of the standards and regulations which were not modified, but we believe should be revisited. Our responses are arranged by section of the County's Development Standards and Regulations.

### **CHAPTER 11-02. DEFINITIONS**

CPC appreciates the County's efforts to strive for consistency with the definitions established by the Colorado Oil and Gas Conservation Commission (COGCC). As previously described in CPC's December 1, 2017 comments, we continue to encourage the County to adopt the definitions of well recognized industry terms developed and used by the COGCC. Doing so would reduce confusion and uncertainty in implementation of the County's Standards and Regulations.

COGCC recently concluded a Flowline Rulemaking in February 2018 and revised and added definitions to its 100-Series Definitions. The County's definitions for flowline and gathering lines should be consistent with these new COGCC definitions:

- **FLOWLINE** means a segment of pipe transferring oil, gas, or condensate between a wellhead and processing equipment to the load point or point of delivery to a U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration or Colorado Public Utilities Commission regulated gathering line or a segment of pipe transferring produced water between a wellhead and the point of disposal, discharge, or loading. This definition of flowline does not include a gathering line.
- **GATHERING LINE** means a gathering pipeline or system as defined by the Colorado Public Utilities Commission, Regulation No. 4, 4 C.C.R. 723-4901, Part 4, (4 C.C.R. 723-4901) or a pipeline regulated by the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration pursuant to 49 C.F.R. §§ 195.2 or 192.8. 49 C.F.R. §§ 195.2 or 192.8 and 4 C.C.R. 723-4901 in existence as of the date of this regulation and does not include later amendments.

A few definitions proposed by the County do not have an explicit counterpart in COGCC definitions: "production site," "production unit," and "wellhead." The proposed definition for a production site is similar to COGCC's definition for a production facility (which the County also proposes to adopt, yet does not cite in its rules). These definitions for a production site or production facility are also encompassed by the existing COGCC definitions for an oil and gas location and oil and gas facility. Also, the proposed definition of a production site includes flowlines, sales lines, right-of ways, and easements associated with previous or current oil and gas operations and is too far reaching. Flowlines and sales lines are types of pipelines and should be recognized as such and not as a separate production site. Right-of-ways and easements typically apply to pipelines, utilities and roads used to support oil and gas development and

should not be considered part of a production site. It is not evident that a separate definition is essential for a production site. This definition creates more ambiguity and potential misinterpretation than it does clarity and at a minimum the inclusion of flowlines, sales lines, right-of ways, and easements should therefore be removed.

The County's definition for a "production unit" is not found in COGCC's definitions. Yet, the term "production unit" describes a separator or heater-treater and may be interpreted to extend to facilities that stabilize the crude oil by removing volatile gases or extracting natural gas liquids from wet gas. The County should consider why each of the definitions for production facility, production site and production unit are all needed, when COGCC only uses the definition for production facility. Again, the concern is maintaining consistency in using language that can be understood to satisfy both the COGCC's and the County's regulatory programs. Creating new definitions instead of using existing COGCC definitions should be avoided in these regulations.

Other definitions were revised during the Flowline Rulemaking that the County should consider adopting, including: Grade 1 Gas Leak, pipeline, and produced water transfer system.

For all these reasons, CPC suggests that the County rely upon definitions developed by the COGCC whenever possible.

#### **SECTION 4-01-01-01-03. GENERAL PROVISIONS**

**2. Building Permit Required.** CPC supports the deletion of the first part of the second sentence. However, the second half of the sentence references any other applicable permits. It is not clear whether these other applicable permits are also considered building permits, or separate permits. The regulations should clearly specify what types of county permits an operator may need to obtain. A complete list of potential permits should be provided and the reference to "but not limited to" should be removed as this does not support clarity.

**3. Fees and Permits.** A list or reference to a list should be provided that identifies all the fees that apply to a building permit, including those for all applicable permits required by the County Development Department.

**4. Safety Standards.** CPC members have individually signed Memoranda of Understandings (MOU) with the County, which require reporting of spills to the LGD, OLEM, LEPC, Sheriff's Office, Community and Economic Development Department, and the applicable fire district, but not the Public Works Department. Outside of these MOUs, CPC members prefer that the spill reporting under the County's regulations be limited to the LGD to be consistent with COGCC's rules. If the County does believe it is necessary to notify all of the listed parties, then this reporting should be consistent with what is established in the MOUs. CPC believes that directing spill reporting to the LGD will establish a single point of contact and allow the LGD to facilitate internal County communication efficiently and effectively. Otherwise, communications between multiple persons within these County departments and the operator may become burdensome and difficult to manage effectively within the established lines of communication within the County. This proposed approach is intended to address standard spill reporting as not every spill constitutes an emergency. CPC recommends that the County direct operators to

follow its emergency notification requirements for true emergencies, which should not apply to every spill.

The second paragraph references the use of a Material Safety Data Sheet (MSDS) which are now referred to as a Safety Data Sheet (SDS) under OSHA's 2012 revision of its Hazard Communication Standard. This county regulation requires that the MSDS for each chemical product and an annual emergency and hazardous chemical inventory form shall be submitted to the LEPC and the local fire district. This requirement is redundant with EPA/CDPHE's Emergency Planning and Community Right-to-Know Act (EPCRA) Tier II hazardous chemical inventory reporting rules (see <https://www.colorado.gov/pacific/cdphe/sara-title-iii>). References to the federal citation and CDPHE's reporting program should be provided to assist operators in complying with this requirement.

**5. Additional Reporting.** This provision is also redundant with EPA's EPCRA Tier II reporting requirements administered by CDPHE in Colorado. References to the federal citation and CDPHE's reporting program should be provided to assist operators in complying with this requirement.

**6. Stormwater Controls.** This subsection should reflect that oil and gas operators are subject to state stormwater regulations established by CDPHE for construction activity and by COGCC for oil and gas operations. The specific regulatory citation should be provided to the specific Adams County Stormwater Quality Regulations and an explanation of what additional requirements needs to be satisfied beyond those under CDPHE and COGCC regulations to assist operators in complying with this subsection.

**7. Water Bodies and Water Quality.** Surface water and groundwater quality regulations are established by the State under authority granted to the CDPHE. CDPHE delegated its authority for spill reporting and cleanup related to oil and gas production to the COGCC. A reference to COGCC's Rule 906 for spills or releases of E&P waste or produced fluids that threaten or impact surface water or groundwater quality should be provided.

**8. Well Plugging and Abandonment.** The requirement to provide notice is not clear in this subsection. Is the requirement to provide 48-hour notice in advance of commencing well abandonment or after completing well abandonment?

**9. Air Emissions.** COGCC Rule 805.c specifically addresses fugitive dust control and should be referenced in this subsection.

## **SECTION 4-01-01-01-05. RESIDENTIAL CONSTRUCTION STANDARDS**

### **1. Residential Construction Standards for New Subdivision Plats**

CPC continues to raise several questions about this section, as comments made by CPC in its December 1, 2018 letter specific to this section were not addressed. CPC seeks clarity to understand how these setback and no-build easement requirements for residential construction will be implemented. For ease of reference, we have summarized our questions and concerns below:

- Subsection 1.a references a 250-foot setback distance or no-build easement, but does not specify where this no-build setback will be measured from. For a single well pad, the setback distance is assumed to be from the center of the well; yet for a multiple well pad, how will this setback distance be measured?
- Conversely, subsection 1.b appears to establish a separate no-build easement or setback of 500 feet from each Tank Battery. The term production facility may be more comprehensive than a Tank Battery as other production equipment (i.e. separators, LACT units, etc.) may also be present. It is unclear whether these regulations contemplate an easement or a setback. It also is unclear whether this setback is for a Tank Battery and whether the setback for the well referred to in Subsection 1.a would interact where a Tank Battery is co-located on a well pad. The County needs to designate where the setback needs to be measured between a starting point (i.e., closest well, tank, or equipment) and an end point (i.e. edge of parcel, wall or corner of house).
- Subsection 1.c. refers to road access to a well, yet does not allow for road access to a tank battery located remotely from a wellpad so that crude oil or produced water can be transferred to a truck for transport, or for performing routine inspections or maintenance of the remote tank battery. CPC recommends that access also be provided to remote tank batteries/production facilities.
- Subsection 1.d. should also include notice of the location of tank batteries/production facilities in addition to well(s) and pipeline easements.
- To the extent the County contemplates that someone – presumably the surface owner – must dedicate an easement for the setback, it is unclear to whom such an easement must be dedicated and upon what terms. It also is unclear who would be responsible for maintenance of such an easement. More fundamentally, the source of the County’s authority to require such an easement is unclear, as is the question of whether mandating such an easement amounts to an unlawful exaction.
- Subsections 1.d and 1.e refer to pipeline easements without providing information about the nature or origin of such an easement. It is unclear to CPC that the County has the authority to regulate certain gathering lines as well as pipelines. Some gas gathering lines are regulated by the Colorado Public Utilities Commission. Other gas gathering lines, as well as oil gathering systems are regulated by the Pipeline and Hazardous Materials Safety Administration (PHMSA) within the U.S. Department of Transportation. The County lacks the authority to regulate gathering lines and pipelines that are regulated by the U.S. Department of Transportation.
- Questions of regulatory authority aside, it is unclear who would be responsible for graphically depicting off-location gathering lines and pipelines on a Final Plat. It is unlikely the surface owner or developer would have access to such information.
- Finally, Subsection 1.g raises several questions. This subsection provides that if a new home or other structure is constructed within 500 feet of an existing well, the property owner must submit a signed waiver acknowledging the facility’s existence. No waiver appears to apply for a tank battery/production facility located within 500 feet of a newly constructed home or structure. If such a waiver is available, the value and necessity of the preceding subsections is unclear.

## **2. Residential Construction Standards for Building Permits on Previously Platted or Unplatted Property**

- Similar to the comment above, Subsection 2.a. also references a 250-foot setback distance or no-build easement, but does not specify where this no-build setback will be measured from. For a single well pad, the setback distance is assumed to be from the center of the well; yet for a multiple well pad, how will this setback distance be measured?
- Similar to the comment above, Subsection 2.b also establishes a separate no-build easement or setback of 500 feet from each Tank Battery. The term production facility may be more comprehensive than a Tank Battery as other production equipment (i.e. separators, LACT units, etc.) may also be present. It is unclear whether these regulations contemplate an easement or a setback. It also is unclear whether this setback for a Tank Battery and whether the setback for the well referred to in Subsection 2.a would interact where a Tank Battery is co-located on a well. The County needs to designate where the setback needs to be measured to as a starting point (i.e., closest well, tank, or equipment) to an end point (i.e. edge of parcel, wall or corner of house).

### **SECTION 4-01-01-01-01-07 APPROVAL/DENIAL OF ADMINISTRATIVE USE BY SPECIAL REVIEW**

CPC continues to object to language that suggest that an approved permit can be revoked or expired because drilling of permitted wells did not occur within a 3-year period following permit issuance. The language in subsection 3 still states that as long as one well is drilled and completed during the initial three-year period, approval of a multi-well pad location permanently vests the permitted location for the number of wells contained within the initial permit approval. However, the very next sentence states only wells drilled during the initial three-year period shall be vested. The first two sentences of this section contradict each other and, at a minimum, should be reconciled.

CPC members recognize that the County does not intend to revoke a permit that was previously approved, and only intends to consider the need to update BMPs previously identified in the approved permit. The County should state that a formal reapplication and/or hearing with the Commission and/or public is not required to update BMPs specified in the original permit. A timeframe less than 45 days should be set for County staff and an operator to determine the need to, and to finalize any updates to BMPs, if wells remain to be drilled at a location that was previously approved under the County's permitting program.

CPC hopes the County will clarify this section to provide certainty and predictability to the regulated oil and gas industry; as it stands, this section provides few, if any, legal standards that would guide any future permit review. Most important, CPC believes that once a permit has been granted by any local government, both the grantor and the grantee are bound by the terms of that permit. The oil and gas industry is always willing to work with local governments to identify cost-effective ways in which the industry's activities could be carried out with fewer impacts. However, once a pad has been constructed and development activities are underway, the imposition of new requirements often will not be cost-effective.

#### **SECTION 4-01-01-01-10. STANDARDS FOR FLOWLINES**

CPC appreciates the deletion of gathering pipelines from this recent version of the proposed amendments.

As County staff are aware, the COGCC in February 2018 adopted revisions to its flowline rules that expanded requirements to the design, permitting, construction, testing, maintenance and operation, and abandonment of pipelines within the state's jurisdiction. Legal analysis and testimony was provided during this rulemaking to establish COGCC authority to regulate pipelines. CPC continues to encourage local government regulation to be consistent with the state framework to avoid a balkanization of regulation in this area.

CPC's comments on the standards for flowlines in this revised subsection are provided below.

The amended subsection states that the standards apply specifically to flowlines that are located outside of the well boundary. COGCC during the recent flowline rulemaking created a definition for an off-location flowline (provided in the comments on Definitions above) to make this distinction. Adams County should adopt COGCC's definitions for a flowline and a gathering line to promote consistency and avoid ambiguity and potential misinterpretation.

**1. Alignment.** Off-location flowlines should be aligned with established roads, located outside of the ultimate right-of-way, and share existing pipeline rights-of-way. New corridors for pipeline rights-of- way should be consolidated whenever possible.

Comments: This proposed rule provisions needs clarification as it may not be practicable to align off-location flowlines with established roads, locate outside of the ultimate right-of-way, and share existing pipeline right-of-ways. Not all off-location flowlines may be able to be situated in this manner as private property owners may need off-location flowlines to be situated at locations that do not interfere with their existing land use. Other physical features such as topography, bedrock outcrops or other terrain factors may limit situating off-location flowlines and should be considered in requiring all flowlines to gain access to a pipeline right-of-way.

**2. Water Body Crossing.** Boring technology shall be used for off-location flowlines crossing streams, rivers or irrigation ditches.

Comment: Although it is common practice to utilize boring technology, the County should allow a variance to be considered for exceptional circumstances.

**3. Compliance with Floodplain Regulations.** Off-location flowlines located in or crossing an area of Special Flood Hazard shall comply with the requirements of the County's floodplain regulations in Section 2-02-07.

Comment: The County should allow a variance from these requirements to be considered for exceptional circumstances.

**4. COGCC Form 44.** Operators are required to allow the COGCC to forward all duly filed Form 44s to the County for its use for planning and emergency management.



Comment: During the recent flowline rulemaking, COGCC established Rule 1101.d. Disclosure of Confidential Form 44 Data to Local Governments. This rule requires a Confidentiality Agreement be executed between COGCC and a local government for the COGCC to provide to the Local Governmental Designee, with the jurisdiction through which the flowline passes, the geodatabase information in Form 44 for the location of a flowline. Operators should not be required to allow the COGCC to forward Form 44s to the County without the geodatabase information being subject to a Confidentiality Agreement between the COGCC and the local government.

**5. Notification of Gas Leaks.** The Local Government Designee shall be notified immediately of gas leaks.

Comment: This subsection should apply to Grade 1 Gas Leaks consistent with COGCC's Rule 1104.k. As such, CPC requests that COGCC's definition of a Grade 1 Gas Leak be included in Adams County's definitions that apply to its oil and gas regulations.

#### **SECTION 4-01-01-01-11. PLUGGED AND ABANDONED, AND FORMER OIL AND GAS PRODUCTION SITES**

CPC respects Adams County's intent to establish the rules in this subsection in exercising its land use authority. CPC recommends that the provisions of this section be moved to Section 4-01-01-01-01-05 for Residential Construction Standards since the setbacks proposed for plugged and abandoned wells and former production sites apply to residential development.

Regardless of what section these rule provisions are cited, CPC continues to raise concerns with the proposed rule language. The title of this section includes "former oil and gas production sites," and a proposed definition for a "production site" is now included in the latest draft of this regulation. Yet, the definition is so broad in its application that it includes all aspects of oil and gas production including rights-of-ways and easements associated with previous or current oil and gas operations. As stated in the comments on the Definitions section above, flowlines and sales lines are types of pipelines and should be recognized as such and not as a separate production site. Right-of-ways and easement typically apply to pipelines, utilities and roads used to support oil and gas development and should not be considered part of a production site. It is not evident that a separate definition is essential for a production site. This definition creates more ambiguity and potential misinterpretation and needs additional clarity.

The first provision of this subsection states that any plugged and abandoned well shall be located, excavated (if it was cut off and buried), and surveyed. The language should reflect that the surface owner developing the property is responsible for locating the plugged and abandoned well. CPC questions why a well needs to be re-excavated that has been properly plugged and abandoned in accordance with COGCC Rule 311.d with latitude and longitude coordinates for the "as-drilled" well location; Rule 319.a.(5) with a below-grade or above grade marker; or Rule 604.c.(2).U. with a permanent monument for a wellbore location. Excavation of a properly plugged and abandoned well is not necessary if sufficiently accurate survey information is

available or a well marker or monument is in place. In addition, excavation of a plugged and abandoned well could result in damage to the well casing or welded cap on the well. CPC recommends that this rule language be clarified to avoid unnecessary excavation of a properly plugged and abandoned well.

The second provision of this subsection requires that the owner shall submit a location diagram of the plugged and abandoned well. Although the rule language also applies to a former oil and gas production site, the location diagram only applies to a well and does not include a former production site. Again, the language should reflect that the surface owner developing the property is responsible for locating the plugged and abandoned well or the former production site. The language should clarify if the location of the well is based on accurate well survey information and/or a marker, or from excavating the plugged and abandoned well. The rule language should also specify how the 200-foot distance from a well or production site should be measured from a plat. For a multi-well pad, is this distance from the plat boundary to the closest well or the boundary of the well pad? For a production site, is this distance from the plat boundary from the closest edge or the center of the production site?

The third and fourth provisions establish a maintenance and workover setback easement for a plat which contains a plugged and abandoned well or for property within 100 feet of a plugged or abandoned well. The language should be clarified that the surface owner developing the property is responsible for establishing such a setback and any access, and not the former operator of the oil and gas well. CPC continues to raise legal concerns with referring to a setback as an easement. An easement is an interest in property while a setback simply imposes conditions on the use of the land within a certain distance of an oil and gas facility. An easement would only come into existence if a property owner were to convey a legal interest in that land to another. This provision of the proposed regulations does not specify under what authority such an easement would be created, in whom it would be created, or under what conditions. Neither does it explain why such a mandatory transaction creating an easement would not qualify as an unlawful exaction.

The fifth provision requires a plat, which contains a plugged and abandoned well or for property within 200 feet of a plugged or abandoned well, to include a specified notation. CPC questions whether this provision also applies to a former oil and gas production site. Again, clarification is needed regarding how the 200-foot distance is to be measured between a plat boundary and a plugged and abandoned well or as former production site.

The sixth provision requires testing of reserve pits for expansive soils prior to issuance of a grading permit for a development containing a known reserve pit site. Reserve pits, when used in the past to drill wells, were located on the well pad near the well and are likely within a no-build setback depending on where this distance is measured. The rule language should clarify that COGCC's database or aerial photographs should be sufficient to determine the location of a "known" reserve pit.

The seventh provision should clarify that the location of utility lines within ten feet of any plugged or abandoned well applies to both aboveground and belowground utilities to allow



access to a well and avoid potential damage to the utility line in the rare event that the well need to be re-plugged and abandoned.

### **CONCLUSION**

CPC appreciates the opportunity to submit these comments as part of the County's stakeholder process. We look forward to working with the County as this process moves forward, and we encourage you to rely upon the Colorado Petroleum Council's resources and expertise in developing the County's oil and gas regulations.

Respectfully,



Tracee Bentley  
Executive Director  
Colorado Petroleum Council



Great Western Operating  
Company, LLC  
1801 Broadway, Suite 500  
Denver, CO 80202

Phone: 303.398.0302  
Facsimile: 866.742.1784  
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[www.gwogco.com](http://www.gwogco.com)

April 04, 2018

*Via Electronic Mail*

[CDougherty@adcogov.org](mailto:CDougherty@adcogov.org)

Ms. Christine Dougherty  
Oil & Gas Liaison, Community & Economic Development Department  
Adams County  
4430 South Adams County Parkway, 1st Floor, Suite W2000A  
Brighton, CO 80601,

**Re: Great Western Operating Company, LLC's Response to the Adams County  
Proposed Oil and Gas Development Regulations**

Ms. Dougherty:

Great Western Operating Company (Great Western) is an active operator in Adams County and we appreciate the reasoning and effort by the County in formulating these proposed regulations. Great Western is very concerned about the proposed regulations and their impact on the industry and business in Adams County in general.

Great Western worked with the Colorado Oil and Gas Association (COGA) and is in agreement with the comments submitted by COGA and also respectfully submits the following comments regarding Adams County's proposed regulations for oil and gas development.

As we have discussed on more than one occasion, the expiration of approved oil and gas location permit clause (4-01-01-01-07-7 1.3) will cause significant hardship to operators, likely result in unintended consequences, and confuses the legal concept of vested rights afforded by the original permit approval. Operators risk substantial capital when they apply for a permit to drill and base that investment on permit conditions agreed to at the time of the permit approval. The ability to change those conditions at some time in the future for undrilled but previously permitted wells will lead to confusion and inconsistent requirements for select wells on a pad. Since Adams County is only interested in revising the Best Management Practices ("BMPs") for those undrilled wells under the "expiration clause" as new and better BMPs become available, the regulations should more specifically state the process and timing for the County's review of the BMPs. The lack of specificity on the process and timing increases the uncertainty of operators to drill (previously approved) wells which would be difficult for



any business interest and especially for the oil and gas industry where so much upfront capital must be committed to for drilling wells.

Great Western agrees with the COGA comment that the County's proposed oil and gas definitions present another significant area of concern and will lead to multiple instances of confusion and unintended consequences, and should be revised to match the COGCC definitions.

In addition, Great Western has the following comments to specific items in Chapter 4 of the proposed regulations.

General Provisions – 4. Spill or release reporting is now to a total of seven (7) offices in Adams County. Those operators that have signed an MOU with Adams are required to report to six (6) offices. This number of spill reports is more than double any state, county, or municipality that Great Western operates in other than Adams County. This is simply confusing, unnecessary, and redundant and creates recordkeeping requirements for each of these offices that will never be acted upon for most of them. Great Western recommends that Adams County reduce the number of reports required for spill/release reports.

Also in 4. you refer to maintaining Material Safety Data Sheets (MSDSs) at each individual site. There is no practical method for keeping updated hard copy MSDS (or Safety Data Sheets (SDS)) at each individual site. Operators typically keep an electronic record at the nearest field office where the individual chemicals being purchased and utilized at specific sites can more readily be tracked. Requesting copies of these MSDS/SDS forms can be more readily and effectively accomplished by allowing this electronic method of form retention as well. This requirement is repeated and should be changed in ADMIN SUBMITTAL REQUIREMENTS 5. Emergency Preparedness Plan (9) also.

ADMIN SUBMITTAL REQUIREMENTS 6. Engineering Documents d. (4) requires multiple fees shall be paid prior to issuance of a development plan review construction permit. Some of these fees are borne by contractors (e.g. Overweight road permit fees) who may not be contracted at the time of permit application review and thus these fees could not be shown to be paid prior to issuance of the permit. Changing the requirement to "...shall be paid prior to initiation of each activity that requires one or more of the following fees" would be more practical.

305A CONSULTATION PROCESS – Standards for Flowlines 2. Water Body Crossing: requires boring all flowlines crossing streams, rivers or irrigation ditches. Boring small irrigation ditches causes much more disturbance than trenching. This issue should include a variance provision for an alternative approach if approved by the County Engineering Department.

5. Notification of Gas Leaks - This notification should be consistent with the COGCC process to avoid confusion.

Thank you for your serious consideration of these comments and Great Western looks forward to resolving any outstanding questions or concerns you may have. Please direct any response regarding these comments to me at 303-398-0537 or [sdonato@gwogco.com](mailto:sdonato@gwogco.com).

Respectfully submitted,  
**Great Western Operating Company, LLC**



Scot A. Donato  
Vice President, Government Affairs/EH&S

SAD/bh

cc: Mark Mathews-Brownstein Hyatt Farber Schreck, LLP, Ryan Seastrom-COGA



Adams County Board of County Commissioners  
4430 S. Adams County Pkwy.  
5th Floor, Suite C5000A  
Brighton, CO 80601

**SENT VIA ELECTRONIC MAIL APRIL 2, 2018**

Dear Adams County Commissioners,

On behalf of the Home Builders Association of Metro Denver (“HBA”) and our members doing business in Adams County, I am submitting our third letter of response for formal comments and concerns to the proposed revisions to the County’s Development Standards and Regulations as they relate to the latest oil and gas amendments.

As always, the home building industry appreciates the County taking our comments seriously and working through all the complexities, including those of the surface owners. The comments below are very important to the comprehensive success of the proposed new regulation amendments:

1. Surface Use Agreements (or other contracts such as oil and gas lease riders, compatible development agreements) and any entitlements in plats or other land use approvals should be grandfathered. Lands covered by these agreements should be excluded from the proposed ordinances/amendments. These items have been heavily negotiated to establish where surface development may occur free from oil and gas development interference and vice versa. This comment has been given to the County in past communications (verbal and written) and it does not appear that this very important issue has been directly addressed in the most recent draft amendments.
2. Increasing setbacks to the proposed 250’ would result in a loss of an additional 2.8 acres of developable surface from individual well sites and 500’ would result in a loss of 25 or more acres of developable surface near tank sites. This potential loss will significantly affect where or whether a developer would consider purchasing property in the county or develop it (which would increase the tax base given the increase in value of developed property). The setbacks will impair the assessed value of vacant land, and there would be significant economic consequences to the County if developers and home builders constrained by the loss of land had to start developing elsewhere. Additionally, we believe there should be clarification regarding “producing” and “non-producing” wells and tanks; and, the setbacks from smaller, older pads should be reduced. The home building industry is generally able to comply with a 250’ setback

for wells located upon a multi-well pad but, would prefer a smaller setback for older, vertical or directional wells. The 500' setback from tanks, as noted above, seems excessive and should be the same as that for wells - taking into account also, the size of the pad and number of wells. We've not been given any justification for requiring a 500' setback from tanks, or any differential setback for tanks versus wells. Finally, we'd like the County to encourage use of remote production storage facilities and pipelines and minimize the number of tank locations.

3. While the home building industry does agree that the locations of wells, flow lines, and pipelines would enhance the safety of the County's residents, placing the burden of locating those facilities prior to subdivision approval upon the surface owner or developer is burdensome *because access to those facilities is controlled by the oil and gas operator*. If the locations are not precise in the COGCC's records and underground facilities are not metallic, then locations cannot be easily identified without excavations which could be dangerous. In our view, location is best left to the 811 call before you dig procedure. The COGCC is now requiring operators to become Tier 1 members of this program. If flow lines and pipelines cannot be located by the 811 procedures, then it would be more appropriate for the County to require owners of those lines to identify the location, abandon the lines or relocate them given that the owner has access to the location information for those facilities.
4. Creating a workover or plugging and abandonment pad and setting aside access easements for public access to a well as proposed in this version of the amendments is workable from the home builder's standpoint. Plugging and abandonment operations are the responsibility of the oil and gas industry, however, and should remain within the COGCC's jurisdiction without imposing obligations on the surface owner. Again, regarding plugged and abandoned wells and flow lines, the surface owner should not be required to locate those facilities and "excavate" them (this requirement would be problematic because of the danger associated with excavation of an area where the buried facilities are not known).
5. The home builders have no comments on the amendments regarding definitions, other than as noted above for distinguishing between producing and non-producing locations.
6. We did not have comments initially to the traffic fee study, however, if this is a capital improvement impact fee, it would be appropriate that the home building industry be provided credits for the road improvements we put in place as we develop, if they are used for oil and gas transportation in any way.

Once again, we appreciate the county's consideration of the aforementioned concerns that impact us as primary stakeholders within the County.

If you have any questions or would like to discuss further the concerns of the Association and its members, please contact me directly at 303-551-6734 or at [ctalbert@hbadenver.com](mailto:ctalbert@hbadenver.com).

Thank you for your consideration.

Respectfully,

A handwritten signature in black ink, reading "Chérie Talbert". The signature is fluid and cursive, with a large, stylized initial "C" and a prominent "T" at the end.

Chérie Talbert  
Senior Vice President  
Home Builders Association of Metro Denver

cc: Jen Rutter, Senior Environmental Analyst, Community & Economic Development Department  
Christine Dougherty, Oil & Gas Liaison, Community & Economic Development Department



**From:** [Emily Collins](#)  
**To:** [Jen Rutter](#)  
**Subject:** RE: Second Request for Comments: Regulation Amendments (Case #PLN2017-00036)  
**Date:** Tuesday, April 3, 2018 9:00:33 AM

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Sorry these are late, here are a few comments:

**4-01-01-01-01-03 #2:** Add fences to the list of above-ground structures that require permits

**4-01-01-01-01-05 #2:** does the setback only apply to occupied structures (such as dwellings) or does it apply to all structures which may be occupied (such as an accessory building)?

I would suggest adding language for (a) and (b) such that “the site plan submitted with a building permit application for any new structure must include the X ft setback.”

**4-01-01-01-01-07-07 #3 (Expiration of Approval)**

- I just have a lot of questions....

**4-01-01-01-01-10 #5:** maybe add “The Adams County Local Government Designee shall be notified...”

- Also, is a “well site” the same thing as a “well pad”?

**4-01-01-01-01-11 #1 -3, 5:** maybe revise to “Prior to submittal of any subdivision final plat (major or minor), any administrative plat, or any site development plan...”

- The administrative plats would be plat corrections, lot line adjustments, etc. I would think at the time they are updating the plat or any reason, we would want them to show the abandoned well.
- Also, is there any way to get these standards into Chapter 5....which is specific to subdivision design standards. If I was a new planner, I would not look in Chapter 4 for subdivision design requirements for plats that may be impacted by oil and gas development.

Let me know if you want to chat about any of my comments!

### **Emily Collins, AICP**

Planner III, *Community and Economic Development*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, W2000A

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o: 720-523-6820 | [ecollins@adcogov.org](mailto:ecollins@adcogov.org)

[www.adcogov.org](http://www.adcogov.org)

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**From:** Jen Rutter  
**Sent:** Friday, March 09, 2018 4:22 PM  
**To:** Jen Rutter  
**Subject:** Second Request for Comments: Regulation Amendments (Case #PLN2017-00036)

Good afternoon,

Attached is the **second** request for comments for Adams County’s regulation amendments (Case #PLN2017-00036). The first draft has been revised based upon the comments that were received and the outcome of the COGCC Flowline Rulemaking.

Comments on this case are due to me by **Monday, April 2, 2018**. The referral includes a summary of



## **EXHIBIT 5- Public Comments**

## Suggestions for Amendments to Existing Oil and Gas Regulations in Adams County

**To: Jennifer Rutter - [jrutter@adcogov.org](mailto:jrutter@adcogov.org)**

**From: Stewart and Christine Nyholm (in addition to those submitted by ACCDAN)**

December 1, 2017

- 1) *Buffer zone/setback* – While we would like to see a greater setback, we respectfully request they be a minimum of 500 feet in all cases EXCEPT where children gather (schools, day care centers, churches, health clinics, etc.) Keep those structures consistent with State regulation of 1000 feet.
- 2) Lessening buffer zone/setback with surface owner permission. DO NOT grant exceptions. State regulations may support this, and it will simplify the resale process and decisions regarding what kind of facility will be built. e.g. In the case of Wadley Farms – If Ward agrees to sell their property, the buffer zone between the existing 3 wells and the proposed structure(s), should be 500 feet for personal dwellings, 1000 feet for a school, etc. This will keep land use consistent with State regulations.
- 3) *Pipelines* – Create setbacks that best protect the type of development that the County expects to grow. No closer than 500 feet from homes (existing and future), 1000 feet from schools (existing and future. When determining setbacks, please keep in mind that the pressure on pipelines carrying product from 2-3 wells greatly differs from the amount of pressure required for 26 wells. **Over time, adding multiple wells will tax pipeline integrity.**)
- 4) Pipeline easements – Therefore, the County land use Master Plan necessitates some regulation on easement procurements in regard to future development, safety, and mapping.
- 5) In the case of large transmission/transport lines, the buffer/setback should be even greater, at least 1 mile. (These lines transport millions of gallons of toxic and highly flammable hydrocarbons.)
- 6) Require real-time monitoring (monitoring station) with bi-annual in-person inspection of **compressor stations, gathering and flow lines, transport lines, and all valves** on pad sites. Do not let the midstream industry handle this alone. Because leaks do occur at all these places, the County must shadow their efforts. In addition, erosion from rain, snow, and wind can alter pipeline positioning and thereby its integrity. Human error is the primary cause of leaks and explosions. **Innovation** is in the County's mission statement – this is an innovative means to creating jobs, protecting citizens, and avoiding costly lawsuits.
- 7) **FULL MAPPING of ALL pipeline infrastructure.** This is a **MUST**. If there is a concern about people tapping into them for free gas, then have the map available from the oil/gas liaison upon request only.
- 8) *Emergency contact* – County must provide Operator, County Liaison, Fire Chief, Emergency Responder contact numbers to **ALL** public structures (like the fire extinguishers required in public places) within ½-mile of **ALL** oil and gas sites (not regulated only to large-scale sites.) e.g. When an oil tank exploded 1800 feet from Legacy Elementary School in Frederick, a teacher commented that no one on the staff

knew who to call, so they just “sheltered in place” for quite some time. Some staff and students were frightened, and no one knew what to tell them.

- 9) County to set up a reverse “911” call for evacuation in case of fires, leaks, explosions, etc. AND provide an emergency evacuation plan within 1 mile of all oil and gas sites. Without both contact numbers and an evacuation plan, the County may be liable to lawsuits. County officials have taken an oath to protect the health, safety, and welfare of their citizens.
- 10) Well and pipeline abandonment - ALL wells and production facilities should be fully remediated and capped within **3 years**. If not utilized by adjacent operational pads, pipelines and valves should be completely REMOVED within 3 years. This will protect the County in regard to bankruptcies that total in the billions of dollars in the United States alone. See [http://www.haynesboone.com/~media/files/attorney%20publications/2016/energy\\_bankruptcy\\_monitor/oil\\_patch\\_bankruptcy\\_20160106.ashx](http://www.haynesboone.com/~media/files/attorney%20publications/2016/energy_bankruptcy_monitor/oil_patch_bankruptcy_20160106.ashx)
- 11) Require a bond, or set up a trust fund to which all new oil and gas and midstream operators must contribute for remediation of wells, surface pads, and pipelines. Money can be reimbursed if operator follows through. If an operator files bankruptcy, funds are available to the County. e.g. The State of Louisiana has THOUSANDS of abandoned wells, most remain uncapped. This is a result of bankruptcies filed by hundreds of small oil and gas operators. The State simply does not have the funds to remediate these sites and pipelines. While canoeing in one of their State Parks, we paddled through oil leaking from partially submerged tanks, compressors, and pipelines.

Thanks for all your hard work!

**From:** [F. J. Spoor & Associates, Inc.](#)  
**To:** [Jen Rutter](#)  
**Cc:** [Philip Taylor](#); [Mike Hammonds](#)  
**Subject:** Section 4-01-01-01-01  
**Date:** Monday, March 12, 2018 11:35:01 AM

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In the opening paragraph (Purpose) of the proposed standards for development "OIL AND GAS WELL DRILLING AND PRODUCTION", it seems pretty clear that the County favors oil production development over residential land use. These new standards (500' setback from Tank Batteries) will certainly have a negative impact on certain residential development projects, associated construction, engineering design, and housing needs. With the new setback requirements, in-fill projects less than 10 to 15 acres will probably not qualify for residential development.

When will these new standards be approved and become law?

--

Fred J. Spoor, PE/PLS  
F. J. Spoor & Associates  
8762 E. 148th Lane  
Thornton, CO 80602-5799  
(303) 659-9997  
Cell: (720) 335-1855

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<http://www.avg.com>

## **EXHIBIT 6- Associated Case Materials**



## Request for Comments

Case Name: Regulation Amendments

Project Number: PLN2017-00036

November 2, 2017

Adams County Community and Economic Development Department is requesting comments on the following request:

**Text amendments to certain sections of the County's Development Standards and Regulations, including:**

- Additional Standards for Flowlines and Gathering Pipelines – These regulations are specific to oil and gas flowlines and gathering lines at and near wellheads and tank batteries.
- Plugged and Abandoned Oil and Gas Wells and Former Oil and Gas Production Sites – These regulations are specific to oil and gas infrastructure that is no longer active and that has been plugged and abandoned without intention of future use.
- Residential Construction Setbacks - These regulations are specific to setbacks for new residential development from existing oil and gas infrastructure.
- Expiration of Approval - This regulation modification changes the length of time an **Administrative Use by Special Review Permit (4-10-02-03-03-07-07(3))** is valid and provides a process for renewal.
- Additional definitions relating to oil and gas development and infrastructure

For detailed redline mark-ups of the Development Standards and Regulations, please visit the County's website at: [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

This request is located at: **County-wide development code text amendment**

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 720-532-6841 by **Friday, December 1, 2017** so that your comments may be taken into consideration in the review of this case. If you would like your comments to be included verbatim, please send your response by way of e-mail to [jrutter@adcogov.org](mailto:jrutter@adcogov.org).

Thank you for your review of this case.

Jennifer Rutter  
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



## Request for Comments

Case Name: Regulation Amendments

Project Number: PLN2017-00036

March 9, 2018

Adams County Community and Economic Development Department is requesting comments on the following request:

**Text amendments to certain sections of the County's Development Standards and Regulations, including:**

- Additional Standards for Flowlines and Gathering Pipelines – These regulations are specific to oil and gas flowlines and gathering lines at and near wellheads and tank batteries.
- Plugged and Abandoned Oil and Gas Wells and Former Oil and Gas Production Sites – These regulations are specific to oil and gas infrastructure that is no longer active and that has been plugged and abandoned without intention of future use.
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- Additional definitions relating to oil and gas development and infrastructure.

For detailed redline mark-ups of the Development Standards and Regulations, please visit the County's website at: [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases). The first draft has been revised based upon the comments that were received and the outcome of the COGCC Flowline Rulemaking.

This request is located at: **County-wide development code text amendment**

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 720-532-6841 by **Monday, April 2, 2018** so that your comments may be taken into consideration in the review of this case. If you would like your comments to be included verbatim, please send your response by way of e-mail to [jrutter@adcogov.org](mailto:jrutter@adcogov.org).

Thank you for your review of this case.

Jennifer Rutter  
Case Manager

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### **NOTICE OF PUBLIC HEARING FOR LANDUSE**

NOTICE IS HEREBY GIVEN, that an application has been filed by **Adams County**, Case # **PLN2017-00036** requesting: Amendments to the Adams County's Development Standards and Regulations with respect to: plugged and abandoned oil and gas wells; expiration and renewal of Use by Special Review permits for oil and gas facilities; text to incorporate the assessment of oil and gas road impact fees; and miscellaneous other changes on the following property:

LEGAL DESCRIPTION: Unincorporated Adams County

APPROXIMATE LOCATION: **Unincorporated Adams County**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Adams County Planning Commission in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1<sup>st</sup> Floor, on the **24<sup>th</sup> day of May, 2018**, at the hour of 6:00 p.m., where and when any person may appear and be heard and a recommendation on this application will be forwarded to the Board of County Commissioners.

NOTICE IS FURTHER GIVEN, that a public hearing will be held by the Adams County Board of County Commissioners in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1<sup>st</sup> Floor, on the **19<sup>th</sup> day of June, 2018**, at the hour of 9:30 a.m., to consider the above request where and when any person may appear and be heard.

For further information regarding this case, please contact **Jen Rutter** at the Department of Community and Economic Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6841. This is also the location where the maps and/or text certified by the Planning Commission may be viewed.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS  
STAN MARTIN, CLERK OF THE BOARD

**TO BE PUBLISHED IN THE MAY 17, 2018 ISSUE OF THE Denver Post/Westminster Window/Northglenn Thornton Sentinel**

Please reply to this message by email to confirm receipt or call **Jen Rutter** at 720.523.6841.



NOTICE IS HEREBY GIVEN, that an application has been filed by **Adams County**, Case # **PLN2017-00036** requesting: Amendments to the Adams County's Development Standards and Regulations with respect to: plugged and abandoned oil and gas wells; expiration and renewal of Use by Special Review permits for oil and gas facilities; text to incorporate the assessment of oil and gas road impact fees; and miscellaneous other changes on the following property:

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BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS  
STAN MARTIN, CLERK OF THE BOARD

**TO BE PUBLISHED IN THE MAY 11, 2018 ISSUE OF THE Denver Post**

Please reply to this message by email to confirm receipt or call **Jen Rutter** at 720.523.6841.

# Oil and Gas Regulation Amendments

PLN2017-00036

June 19, 2018

Board of County Commissioners Public Hearing  
Community and Economic Development Department

Case Manager: Jen Rutter



# Request

- Amendments to the County's Development Standards and Regulations
  - Regulations for plugged & abandoned (P&A) oil and gas wells;
  - Expiration and renewals of the Administrative Use by Special Review (AUSR) permit for oil and gas facilities; and
  - Text to incorporate the assessment of oil and gas road maintenance and impact fees

# Background

- 2014
  - Increase in oil and gas development
- 2015
  - Adopted oil and gas regulations, with an MOU option
  - Increase in large, multi-well pads
- 2016
  - Adopted oil and gas regulations requiring site-specific approval

# Background

- 2017
  - Direction to evaluate regulations:
    - Development near P&A wells
    - Expiration/renewal of AUSR permit for oil and gas facilities
    - Language for oil and gas road impact & maintenance fee



# Criteria for Text Amendment

(Section 2-02-13-06-01)

1. The text amendment is consistent with the Adams County Comprehensive Plan.
2. The text amendment is consistent with the purposes of these standards and regulations.
3. The text amendment will not be detrimental to the majority of persons or property in the surrounding areas nor to the community in general.

# Development Near Plugged & Abandoned Wells

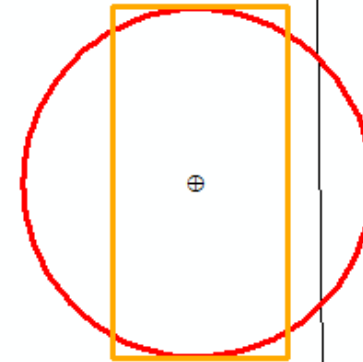
## Residential Construction Standards:

- Plugged & Abandoned (P&A) well to be located on plat
- Workover setback of 50' x 100' marked on plat around P&A well
- Notice on plat to prospective buyers of P&A well and setback
- Expansive soils tested for prior to grading
- Building permits: No dwelling within 50' of P&A well

## Example Setbacks

$$50' \times 100' = 5,000 \text{ ft}^2$$

$$50' \text{ radius} = 7,854 \text{ ft}^2$$



**1.13 Ac Lot**

E-162nd-Pl



# AUSR: Expiration of Approval; Permit Revision Process

- Current:
  - If well pad constructed within 5 years, location is vested
  - Wells can be drilled over any period of time
- Proposed:
  - If well pad constructed within 3 years, location is vested
  - If all wells are not drilled within 3 years, the permit must be renewed to drill remaining wells

# Language to Incorporate Oil & Gas Road Impact and Maintenance Fee

- Requirement for operators to pay road impact and maintenance fees
- Option for independent study and fee calculation

# Public & Stakeholder Outreach

Initial Outreach	
<i>Date</i>	<i>Stakeholder Group</i>
8/14/2017	Fire Districts
	State Agencies
8/16/2017	Proximate Local Govs.
	School Districts
8/17/2017	Operators & Reps
	Developers
	Resident Groups
8/21/2017	General Public
11/2/2017 - 12/1/2017	1 <sup>st</sup> Draft Referral
Follow Up Meetings	
<i>Date</i>	<i>Stakeholder Group</i>
11/20/2017	HBA
12/14/2017	API/CPC
12/19/2017	COGA
1/16/2018	ACCDAN
3/9/2018 - 4/1/2018	2 <sup>nd</sup> Draft Referral

COGCC  
Flowline Rules  
Adopted  
(Feb 2018)

# Referral Comments

- Referral dates: November 2, 2017 – December 1, 2017  
March 9, 2018 – April 2, 2018
- Referral agencies: No concerns
- Stakeholder groups:
  - ACCDAN – public health concerns
  - Homebuilders Association (HBA) – property rights
  - COGA, API/CPC (operator groups) – AUSR renewal
- 2 comments from residents (mapping, property rights)



# Planning Commission Update

- Public Hearing on May 24, 2018
- One public comment by Colorado Petroleum Council
  - Input on specific wording of regulations
- PC had questions about proposed setbacks and the AUSR renewal; suggested the County should exact its own severance tax to pay for impacts

# Request

- Amendments to the County's Development Standards and Regulations
  - Regulations for plugged & abandoned (P&A) oil and gas wells;
  - Expiration and renewals of the Administrative Use by Special Review (AUSR) permit for oil and gas facilities; and
  - Text to incorporate the assessment of oil and gas road maintenance and impact fees

# Criteria for Text Amendment

(Section 2-02-13-06-01)

1. The text amendment is consistent with the Adams County Comprehensive Plan.
2. The text amendment is consistent with the purposes of these standards and regulations.
3. The text amendment will not be detrimental to the majority of persons or property in the surrounding areas nor to the community in general.

# Recommendation

- Staff and the Planning Commission recommend **Approval** of PLN2017-00036 based on 3 Findings-of-Fact.