



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

November 20, 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 November 5-9, 2018
- B.** Minutes of the Commissioners' Proceedings from November 13, 2018
- C.** Adams County Treasurer's Monthly Summary October 1-31, 2018
- D.** Resolution Approving Abstract of Assessment for Tax Year 2018
(File approved by ELT)

- E. Resolution Approving Third Amendment to Lease Agreement between Adams County and Summit Square II LLC and Summit Square III LLC for Motor Vehicle and Election Department Office Space at 8424 Federal Boulevard
(File approved by ELT)
- F. Resolution Approving the Substantial Amendment to the Adams County 2018 Annual Action Plan
(File approved by ELT)
- G. Resolution Approving Amendment to the Head Start Application for Supplemental Funds Available to Increase Program Hours to Meet the Required 1020 Hours for Full Day Services
(File approved by ELT)
- H. Resolution Approving the Intergovernmental Agreement Regarding Sharing of Fiber Conduit and Data Center Space between the City of Commerce City and Adams County
(File approved by ELT)
- I. Resolution Approving Amendment 1 to the Land Lease between Colorado Air and Space Port and Reaction Engines, Inc.
(File approved by ELT)
- J. Resolution Approving Assignment of Lease with School District No. 1 in the City and County of Denver, State of Colorado to Colorado Hangars, LLC
(File approved by ELT)
- K. Resolution Approving Amendment 1 to the Unimproved Land Lease between Colorado Air and Space Port and T-83 Complex Windchaser Condominium Association, Inc.
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1. Resolution Approving Amendment Four to the Agreement between Adams County and the Open Justice Broker Consortium for Adams County Criminal Justice Coordinating Council
(File approved by ELT)

B. COUNTY ATTORNEY

- 1. Second Reading and Adoption of Ordinance 4: An Ordinance Repealing the 2012 Edition of the International Fire Code and Adopting the 2018 Edition of the International Fire Code with Amendments Thereto
(File approved by ELT)
- 2. Second Reading and Adoption of Ordinance No. 12: An Ordinance Repealing the 2012 Edition of the International Building Codes and Repealing the 2014 Edition of the National Electrical Code and Adopting the 2018 Edition of the International Building Codes and the 2017 Edition of the National Electrical Code with Amendments Thereto
(File approved by ELT)

8. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	488,246.53
4	Capital Facilities Fund	9,406,618.15
5	Golf Course Enterprise Fund	100,362.46
6	Equipment Service Fund	855,462.87
7	Stormwater Utility Fund	25,854.45
13	Road & Bridge Fund	253,378.69
19	Insurance Fund	342,383.92
25	Waste Management Fund	128,820.00
30	Community Dev Block Grant Fund	13.20
31	Head Start Fund	40,567.33
35	Workforce & Business Center	10,800.00
43	Front Range Airport	78,185.01
94	Sheriff Payables	9,624.00
		<u>11,740,316.61</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>
00004963	465183	PITNEY BOWES BANK	11/06/18	16,000.00
00004969	320525	ARIAS REBECCA M	11/08/18	4,074.00
00004974	37193	CINA & CINA FORENSIC CONSULTIN	11/08/18	24,000.00
00004977	373974	HOLMES DAWN B	11/08/18	5,125.00
00004987	37193	CINA & CINA FORENSIC CONSULTIN	11/09/18	480.25
00004989	378405	FRANK MEREDITH ANN	11/09/18	555.62
00730941	770036	ANDRADE DURAN GRISELDA	11/05/18	19.00
00730942	219183	BALL FRANK J	11/05/18	57.00
00730943	770039	BATES KAYLA	11/05/18	49.00
00730944	44261	BIDDLE CONSULTING GROUP INC	11/05/18	459.00
00730945	770040	BLUEPRINT INVESTMENT FUND	11/05/18	66.00
00730946	50069	BRAMMER LAW OFFICE	11/05/18	19.00
00730947	13160	BRIGHTON CITY OF (WATER)	11/05/18	1,226.36
00730948	13160	BRIGHTON CITY OF (WATER)	11/05/18	205.66
00730949	263416	BROOKMOND LLC	11/05/18	66.00
00730950	215166	BUSCH SYSTEMS INTL INC	11/05/18	170.49
00730951	770041	CABAZOS TINA M	11/05/18	19.00
00730952	660933	CAROLIN TOPELSON LAW	11/05/18	66.00
00730953	770042	CASILLAS MARIA D	11/05/18	19.00
00730954	491853	CENTER POINT ENERGY SERVICES R	11/05/18	523.18
00730955	491853	CENTER POINT ENERGY SERVICES R	11/05/18	1,112.94
00730956	491853	CENTER POINT ENERGY SERVICES R	11/05/18	248.25
00730958	209334	COLO NATURAL GAS INC	11/05/18	105.62
00730959	209334	COLO NATURAL GAS INC	11/05/18	51.49
00730961	770043	COURTER DARIN LEE	11/05/18	19.00
00730962	491307	CREDIT SERVICE COMPANY	11/05/18	19.00
00730963	770044	CZAUZ DANIEL	11/05/18	19.00
00730964	770046	DAHL FISCHER WILKS	11/05/18	19.00
00730965	770047	DAVIS SUNCHAY	11/05/18	19.00
00730966	770049	DE PARRAL AUTO SALES LLC	11/05/18	19.00
00730967	747904	DELCOUR SUSAN	11/05/18	19.00
00730968	13409	EASTERN DISPOSE ALL	11/05/18	91.00
00730969	770035	EVANS ALBERT V	11/05/18	66.00
00730970	725739	EZ MESSENGER	11/05/18	38.00
00730971	57888	FRANCY LAW FIRM, PLLC	11/05/18	19.00
00730972	57888	FRANCY LAW FIRM, PLLC	11/05/18	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>
00730973	12689	GALLS LLC	11/05/18	2,125.24
00730974	223411	GIRSH AND ROTTMAN	11/05/18	38.00
00730975	770050	GRADISAR TRECHTER RIPPERGER RO	11/05/18	19.00
00730976	770051	HARCOURT BRIANNA M	11/05/18	19.00
00730977	770052	HELGELAND BERNARD G	11/05/18	66.00
00730978	770056	HERNANDEZ LAWRENCE J	11/05/18	19.00
00730979	770057	HIDALGO PABLO	11/05/18	19.00
00730980	770058	HILL ZACHARY ANDREW	11/05/18	19.00
00730981	219323	HINDMANSANCHEZ	11/05/18	95.00
00730982	358482	HOLST AND BOETTCHER	11/05/18	76.00
00730983	494097	HP INC	11/05/18	34,485.00
00730984	770059	HUNZIKER AND HECK LLC	11/05/18	19.00
00730985	13565	INTERMOUNTAIN REA	11/05/18	38.34
00730986	770061	JIMENEZ KIMBERLY C	11/05/18	19.00
00730987	770063	KINNEY AARON TYLER	11/05/18	66.00
00730988	770064	LANGDON JAMES ANDREW	11/05/18	19.00
00730989	770065	LOZANO BENITO	11/05/18	19.00
00730990	770066	LOZOYA JAMIE RAYMOND	11/05/18	19.00
00730991	770067	MARTINEZ BENJAMIN	11/05/18	19.00
00730992	770069	MATAMIS ALLAN	11/05/18	19.00
00730995	305419	MIDLAND FUNDING LLC	11/05/18	19.00
00730996	418857	MILLER COHEN PETERSON YOUNG	11/05/18	38.00
00730997	770070	MUBARAK AMNA	11/05/18	20.00
00730998	366068	MULTICARD	11/05/18	6,302.00
00730999	770071	NELSON AND KENNARD	11/05/18	19.00
00731000	770072	OLIVER JO MARIE	11/05/18	66.00
00731001	770074	PATASHUS AMBER BRIELLE	11/05/18	38.00
00731002	689567	POORT MICHAEL	11/05/18	66.00
00731003	9635	PUBLICATION PRINTERS	11/05/18	14,356.14
00731004	430098	REPUBLIC SERVICES #535	11/05/18	235.00
00731005	770075	RICHARDS CARRINGTON LLC	11/05/18	179.00
00731006	770076	SHEA RILEY ACE	11/05/18	52.00
00731007	770077	SIGNATURE LANDSCAPE INC	11/05/18	19.00
00731008	226456	SIMON HARRY L	11/05/18	69.00
00731009	770078	STASIAS SUPPORT SERVICES	11/05/18	19.00
00731011	770079	STOCKER MARTHA	11/05/18	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>
00731012	293662	SUMMIT LABORATORIES INC	11/05/18	480.00
00731014	618144	T&G PECOS LLC	11/05/18	1,800.00
00731015	4755	THORNTON CITY OF WATER & SEWER	11/05/18	333.50
00731016	770081	TINGUE TYLER NORMAN	11/05/18	19.00
00731017	270589	TOP HAT FILE AND SERVE	11/05/18	19.00
00731018	770082	TRAN KHOI MINH	11/05/18	132.00
00731019	770083	TRANS WEST	11/05/18	20.00
00731020	666214	TYGRET DEBRA R	11/05/18	350.00
00731021	725336	US CORRECTIONS LLC	11/05/18	998.00
00731022	770084	VANDERHYE LORRAINE	11/05/18	66.00
00731023	770086	VELAZQUEZ STEPHANIE	11/05/18	19.00
00731024	362387	VIDEOLINK INC	11/05/18	2,263.71
00731025	57887	WYN T TAYLOR	11/05/18	19.00
00731026	13822	XCEL ENERGY	11/05/18	138.63
00731027	13822	XCEL ENERGY	11/05/18	905.88
00731028	13822	XCEL ENERGY	11/05/18	2,073.93
00731032	32273	ALL COPY PRODUCTS INC	11/07/18	353.87
00731033	383698	ALLIED UNIVERSAL SECURITY SERV	11/07/18	1,500.93
00731036	322973	ARMORED KNIGHTS INC	11/07/18	1,565.74
00731039	490725	BREAK THRU BEVERAGE	11/07/18	274.96
00731042	647801	CML SECURITY LLC	11/07/18	7,000.00
00731043	250958	COHEN MILSTEIN SELLERS & TOLL	11/07/18	2,835.00
00731044	40374	COSTAR REALTY INFORMATION INC	11/07/18	2,948.81
00731047	58895	DIRSEC	11/07/18	5,990.40
00731051	742456	GRAY QUARTER INC	11/07/18	1,295.00
00731053	707953	HAMMERS CONSTRUCTION INC	11/07/18	1,928.94
00731058	453327	LATPRO INC	11/07/18	1,133.34
00731060	9379	MARTIN MARTIN CONSULTING ENGIN	11/07/18	6,615.00
00731062	669732	PATTERSON VETERINARY SUPPLY IN	11/07/18	875.40
00731063	725956	PRUDENTIAL OVERALL SUPPLY	11/07/18	336.40
00731064	88393	RECRUITING.COM	11/07/18	510.00
00731067	426037	SWIRE COCA-COLA USA	11/07/18	13,013.52
00731068	66264	SYSTEMS GROUP	11/07/18	310.00
00731075	28574	VERIZON WIRELESS	11/07/18	302.22
00731080	737980	WOLD ARCHITECTS AND ENGINEERS	11/07/18	33,381.25
00731081	8498	WRIGHT WATER ENGINEERS	11/07/18	14,272.42

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>
00731113	140197	DUNCAN, PATRICIA Y	11/08/18	793.50
00731114	661095	MONKE, DYLAN A	11/08/18	793.50
00731116	433987	ADCO DISTRICT ATTORNEY'S OFFIC	11/08/18	329.47
00731117	518015	ADVANCED NETWORK MANAGEMENT IN	11/08/18	1,530.00
00731118	771619	AVILA IVONE	11/08/18	75.00
00731119	463401	BUSH MELVIN E	11/08/18	65.00
00731124	29706	COLO ASSESSORS ASSN	11/08/18	800.00
00731125	5836	COLO BAR ASSN	11/08/18	1,300.00
00731128	274030	COMMUNICATION CONSTRUCTION & E	11/08/18	1,850.00
00731131	771612	CROSS SHAWNA	11/08/18	75.00
00731133	263245	DENVER HEALTH & HOSPITAL AUTHO	11/08/18	464.70
00731134	92370	FARMERS RESERVOIR & IRRIGATION	11/08/18	5,500.00
00731136	251242	FOUR WINDS INTERACTIVE LLC	11/08/18	4,951.56
00731137	463649	GABLEHOUSE GRANBERG LLC	11/08/18	4,058.00
00731138	771618	GONZALEZ ERIC	11/08/18	658.00
00731139	698488	HANCOCK FORREST HAYES	11/08/18	65.00
00731140	699829	HILL'S PET NUTRITION SALES INC	11/08/18	450.30
00731141	79260	IDEXX DISTRIBUTION INC	11/08/18	1,964.16
00731142	32276	INSIGHT PUBLIC SECTOR	11/08/18	18,000.00
00731144	712115	LACRUE MATTHEW D	11/08/18	65.00
00731145	6218	LAS ANIMAS COUNTY SHERIFF	11/08/18	25.80
00731147	770894	MACIAS HECTOR	11/08/18	650.00
00731148	637831	MCCREARY RAPHAEL	11/08/18	65.00
00731150	13688	METRONORTH CHAMBER OF COMMERCE	11/08/18	400.00
00731151	717990	METZ MICHELLE	11/08/18	365.08
00731153	771625	MURPHY TIFFANY	11/08/18	150.00
00731154	13591	MWI VETERINARY SUPPLY CO	11/08/18	10,153.07
00731156	771614	NAXSA	11/08/18	400.00
00731157	573416	NYHOLM STEWART E	11/08/18	65.00
00731158	669732	PATTERSON VETERINARY SUPPLY IN	11/08/18	1,417.60
00731159	747632	PRICE RITA M	11/08/18	65.00
00731160	725956	PRUDENTIAL OVERALL SUPPLY	11/08/18	27.92
00731161	10669	REIGENBORN, RICHARD A	11/08/18	65.00
00731162	422902	ROADRUNNER PHARMACY INCORPORAT	11/08/18	249.60
00731163	574170	SCHULTZ PUBLIC AFFAIRS LLC	11/08/18	4,333.33
00731164	311481	SINGLEWIRE SOFTWARE LLC	11/08/18	5,775.00

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>
00731165	319978	TONSAGER DENNIS	11/08/18	65.00
00731166	158184	UTILITY NOTIFICATION CENTER OF	11/08/18	511.85
00731167	702804	WOLFE SANDRA KAY	11/08/18	65.00
00731168	13822	XCEL ENERGY	11/08/18	148.45
00731169	772064	ZANETTI COLE	11/08/18	659.06
00731170	473336	ZAYO GROUP HOLDINGS INC	11/08/18	2,567.50
00731183	2509	CCI	11/09/18	450.00
00731184	44006	COLO ASSN OF PERMIT TECHNICIAN	11/09/18	155.00
00731188	248101	HP DIRECT	11/09/18	14,160.00
00731196	754513	SCHAPPAUGH JUDITH A	11/09/18	200.00
00731197	10449	SIR SPEEDY	11/09/18	1,589.80
00731199	42984	TIME TO CHANGE	11/09/18	179,780.85
Fund Total				488,246.53

Net Warrants by Fund Detail

4Capital Facilities Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00004966	162100	UMB BANK NA	11/07/18	7,332,219.58
00004967	47997	WELLS FARGO BANK	11/07/18	922,952.00
00004968	346412	JPMORGAN CHASE BANK	11/08/18	1,006,996.50
00731049	33577	FCI CONSTRUCTORS INC	11/07/18	60,675.27
00731050	33577	FCI CONSTRUCTORS INC	11/07/18	83,774.80
Fund Total				9,406,618.15

Net Warrants by Fund Detail

5

Golf Course Enterprise Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00004979	6177	PROFESSIONAL RECREATION MGMT I	11/08/18	53,648.70
00731030	342030	AGFINITY	11/07/18	6,439.57
00731031	302764	AGFINITY INC	11/07/18	4,327.44
00731034	12012	ALSCO AMERICAN INDUSTRIAL	11/07/18	93.07
00731035	89123	ANIMAL & PEST CONTROL SPECIALI	11/07/18	150.00
00731040	9822	BUCKEYE WELDING SUPPLY CO INC	11/07/18	52.00
00731048	128225	DXP ENTERPRISES INC	11/07/18	328.93
00731056	2202	INTERSTATE BATTERY OF ROCKIES	11/07/18	163.63
00731057	11496	L L JOHNSON DIST	11/07/18	1,356.82
00731059	4748	LITTLE VALLEY NURSERIES INC	11/07/18	84.00
00731061	46175	MASEK GOLF CAR COMPANY	11/07/18	88.99
00731066	471640	SOUTHERN LINKS INC	11/07/18	70.35
00731069	47140	TORO NSN	11/07/18	229.00
00731070	1007	UNITED POWER (UNION REA)	11/07/18	62.08
00731071	1007	UNITED POWER (UNION REA)	11/07/18	720.13
00731072	1007	UNITED POWER (UNION REA)	11/07/18	3,456.49
00731073	1007	UNITED POWER (UNION REA)	11/07/18	185.50
00731074	1007	UNITED POWER (UNION REA)	11/07/18	7,324.05
00731077	18645	WILBUR-ELLIS COMPANY LLC	11/07/18	15,750.00
00731078	185265	WINFIELD SOLUTIONS LLC	11/07/18	5,517.50
00731082	13822	XCEL ENERGY	11/07/18	314.21
Fund Total				100,362.46

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>
00731054	4170	HONNEN EQUIPMENT	11/07/18	778,713.00
00731055	491796	HRT ENTERPRISES LLC	11/07/18	430.00
00731076	350373	WEX BANK	11/07/18	3,482.26
00731079	24560	WIRELESS ADVANCED COMMUNICATIO	11/07/18	31,391.45
00731084	90670	4 RIVERS EQUIPMENT	11/07/18	38,486.00
00731115	11657	A & E TIRE INC	11/08/18	2,960.16
Fund Total				855,462.87

County of Adams
Net Warrants by Fund Detail

<u>7</u>		<u>Stormwater Utility Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00731045	754965	CP COMPLIANCE LLC	11/07/18	4,259.95	
00731146	401318	LUCAS YOLANDA S	11/08/18	38.90	
00731152	665955	MIDTOWN LLC	11/08/18	21,555.60	
			Fund Total	<hr/> 25,854.45	

Net Warrants by Fund Detail

13

Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00004970	89295	ARVADA CITY OF	11/08/18	108.90
00004971	89296	AURORA CITY OF	11/08/18	1,078.82
00004972	89297	BENNETT TOWN OF	11/08/18	105.76
00004973	89298	BRIGHTON CITY OF	11/08/18	916.64
00004975	89299	COMMERCE CITY CITY OF	11/08/18	1,075.54
00004976	89300	FEDERAL HEIGHTS CITY OF	11/08/18	190.50
00004978	89301	NORTHGLENN CITY OF	11/08/18	443.58
00004980	89302	THORNTON CITY OF	11/08/18	1,384.20
00004982	89304	WESTMINSTER CITY OF	11/08/18	689.29
00730940	100083	ALDERMAN BERNSTEIN	11/05/18	6,748.20
00731038	8909	BRANNAN SAND & GRAVEL COMPANY	11/07/18	259.42
00731052	12812	GROUND ENGINEERING CONSULTANTS	11/07/18	2,613.50
00731065	147080	ROCKSOL CONSULTING GROUP INC	11/07/18	42,327.68
00731186	12812	GROUND ENGINEERING CONSULTANTS	11/09/18	1,325.00
00731187	354424	H&A CONCRETE SAWING INC	11/09/18	146,842.39
00731189	99603	L4 CONSTRUCTION LLC	11/09/18	21,347.69
00731190	9379	MARTIN MARTIN CONSULTING ENGIN	11/09/18	25,921.58
Fund Total				253,378.69

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>
00004961	423439	DELTA DENTAL OF COLO	11/05/18	17,462.35
00004981	37223	UNITED HEALTH CARE INSURANCE C	11/08/18	231,627.69
00004991	523053	TRISTAR RISK MANAGEMENT	11/09/18	45,396.05
00730939	13052	ADAMS COUNTY RETIREMENT PLAN	11/05/18	290.45
00731010	10845	STEPHEN, EDWARD A	11/05/18	81.48
00731041	419839	CAREHERE LLC	11/07/18	37,343.44
00731127	17565	COLO FRAME & SUSPENSION	11/08/18	6,421.96
00731135	182042	FIT SOLDIERS FITNESS BOOT CAMP	11/08/18	3,145.00
00731143	13771	JOE'S TOWING & RECOVERY	11/08/18	226.00
00731155	61886	NATHAN DUMM & MAYER PC	11/08/18	389.50
Fund Total				342,383.92

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>	
00731149	57973	METALS TREATMENT TECHNOLOGIES	11/08/18	128,820.00	
Fund Total				128,820.00	

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>	
00730994	73648	METROWEST NEWSPAPERS	11/05/18	13.20	
			Fund Total	13.20	

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>
00730960	612089	COMMERCIAL CLEANING SYSTEMS	11/05/18	1,742.17
00730993	79121	MEADOW GOLD DAIRY	11/05/18	1,117.80
00731013	13770	SYSCO DENVER	11/05/18	12,593.29
00731083	262212	ZOOPHONICS INC	11/07/18	10,079.16
00731120	37266	CENTURY LINK	11/08/18	364.27
00731121	37266	CENTURY LINK	11/08/18	101.02
00731122	152461	CENTURYLINK	11/08/18	83.92
00731123	327250	CINTAS CORPORATION NO 2	11/08/18	135.01
00731126	330717	COLO DEPT OF TREASURY	11/08/18	2.65
00731129	248029	COMMUNITY REACH CENTER FOUNDAT	11/08/18	6,190.04
00731132	45567	DENVER CHILDREN'S ADVOCACY CTR	11/08/18	8,158.00
Fund Total				40,567.33

County of Adams
Net Warrants by Fund Detail

<u>35</u>		<u>Workforce & Business Center</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00004990	770943	NATIONAL INSTITUTE FOR MEDICAL	11/09/18	6,000.00	
00731130	1483	COMPUTER SYSTEMS DESIGN	11/08/18	4,800.00	
			Fund Total	10,800.00	

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>
00004960	709816	CITY SERVICEVALCON LLC	11/05/18	8,434.98
00004962	709816	CITY SERVICEVALCON LLC	11/06/18	27,402.21
00004964	709816	CITY SERVICEVALCON LLC	11/06/18	22,436.23
00004965	444790	ASCENT AVIATION GROUP INC	11/07/18	2,650.00
00004988	771079	COMMERCIAL SPACEFLIGHT FEDERAT	11/09/18	6,500.00
00731037	322973	ARMORED KNIGHTS INC	11/07/18	132.74
00731046	556579	DBT TRANSPORTATION SERVICES LL	11/07/18	1,185.00
00731185	13410	EASTERN SLOPE RURAL TELEPHONE	11/09/18	89.08
00731191	443757	NRG DGPV FUND 1 LLC	11/09/18	455.11
00731192	443757	NRG DGPV FUND 1 LLC	11/09/18	1,004.75
00731193	443757	NRG DGPV FUND 1 LLC	11/09/18	628.75
00731194	443757	NRG DGPV FUND 1 LLC	11/09/18	459.35
00731195	618136	PARAGON DINING SERVICES	11/09/18	5,437.19
00731198	41127	THYSSENKRUPP ELEVATOR CORP	11/09/18	600.00
00731200	33893	TRI STATE OIL	11/09/18	55.00
00731201	9558	UNIVAR USA INC	11/09/18	714.62
Fund Total				78,185.01

County of Adams
Net Warrants by Fund Detail

<u>94</u>		<u>Sheriff Payables</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00730957	33480	COLO BUREAU OF INVESTIGATION	11/05/18	9,624.00	
Fund Total				9,624.00	

County of Adams
Net Warrants by Fund Detail

Grand Total 11,740,316.61

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>
	Airport Freight					
	ASCENT AVIATION GROUP INC	00043	939577	321334	10/25/18	2,650.00
					Account Total	2,650.00
	Other Income					
	CITY SERVICEVALCON LLC	00043	940208	321795	10/31/18	8,434.98
					Account Total	8,434.98
	Waste Oil Recovery					
	TRI STATE OIL	00043	940693	322656	11/09/18	55.00
					Account Total	55.00
					Department Total	11,139.98

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	940607	322553	11/08/18	455.11
	NRG DGPV FUND 1 LLC	00043	940608	322553	11/08/18	1,004.75
	NRG DGPV FUND 1 LLC	00043	940609	322553	11/08/18	628.75
	NRG DGPV FUND 1 LLC	00043	940610	322553	11/08/18	459.35
					Account Total	2,547.96
	Telephone					
	EASTERN SLOPE RURAL TELEPHONE	00043	940692	322656	11/09/18	89.08
					Account Total	89.08
					Department Total	2,637.04

County of Adams
Vendor Payment Report

<u>4306</u>	<u>Cafe</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Snack Bar Supplies, Rep & Main					
	PARAGON DINING SERVICES	00043	940345	322153	10/31/18	5,437.19
					Account Total	5,437.19
					Department Total	5,437.19

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>
	Cash With Trustee					
	JPMORGAN CHASE BANK	00004	940620	322556	11/08/18	1,006,996.50
	UMB BANK NA	00004	940447	322275	11/06/18	2,137,223.12
	UMB BANK NA	00004	940448	322275	11/06/18	5,194,996.46
	WELLS FARGO BANK	00004	940450	322275	11/06/18	922,952.00
					Account Total	9,262,168.08
	Retainages Payable					
	FCI CONSTRUCTORS INC	00004	940527	322312	11/06/18	60,675.27
	FCI CONSTRUCTORS INC	00004	940529	322312	11/06/18	83,774.80
					Account Total	144,450.07
					Department Total	9,406,618.15

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>
	Education & Training					
	COLO ASSESSORS ASSN	00001	940554	322336	11/06/18	800.00
					Account Total	800.00
	Maintenance Contracts					
	COSTAR REALTY INFORMATION INC	00001	940274	322031	11/02/18	2,948.81
					Account Total	2,948.81
	Operating Supplies					
	ALL COPY PRODUCTS INC	00001	940272	322031	11/02/18	288.93
	ALL COPY PRODUCTS INC	00001	940273	322031	11/02/18	64.94
					Account Total	353.87
					Department Total	4,102.68

County of Adams
Vendor Payment Report

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	ARIAS REBECCA M	00001	940536	322329	11/06/18	2,184.00
	ARIAS REBECCA M	00001	940538	322329	11/06/18	1,890.00
	CINA & CINA FORENSIC CONSULTIN	00001	940539	322329	11/06/18	24,000.00
	HOLMES DAWN B	00001	940540	322329	11/06/18	5,125.00
					Account Total	33,199.00
					Department Total	33,199.00

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					
	2130	00001	940569	322427	11/07/18	793.50
	2132	00001	940570	322427	11/07/18	793.50
					Account Total	1,587.00
					Department Total	1,587.00

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>
	Legal Notices					
	METROWEST NEWSPAPERS	00030	940271	322021	11/02/18	13.20
					Account Total	13.20
					Department Total	13.20

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	COLO BAR ASSN	00001	940531	322328	11/06/18	1,300.00
					Account Total	1,300.00
	Other Professional Serv					
	CINA & CINA FORENSIC CONSULTIN	00001	940634	322568	11/08/18	480.25
	DENVER HEALTH & HOSPITAL AUTHO	00001	940532	322328	11/06/18	464.70
	FRANK MEREDITH ANN	00001	940635	322568	11/08/18	555.62
	LAS ANIMAS COUNTY SHERIFF	00001	940534	322328	11/06/18	25.80
	METZ MICHELLE	00001	940535	322328	11/06/18	365.08
	ZANETTI COLE	00001	940537	322328	11/06/18	659.06
					Account Total	2,550.51
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	940530	322328	11/06/18	98.13
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	940530	322328	11/06/18	136.32
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	940530	322328	11/06/18	64.02
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	940530	322328	11/06/18	31.00
					Account Total	329.47
					Department Total	4,179.98

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	940652	322580	11/08/18	1,682.11
	A & E TIRE INC	00006	940653	322580	11/08/18	1,278.05
	HONNEN EQUIPMENT	00006	940373	322165	11/05/18	248,773.00
	HONNEN EQUIPMENT	00006	940373	322165	11/05/18	258,223.00
	HONNEN EQUIPMENT	00006	940373	322165	11/05/18	258,223.00
	HONNEN EQUIPMENT	00006	940513	322301	11/06/18	6,747.00
	HONNEN EQUIPMENT	00006	940514	322301	11/06/18	6,747.00
	WEX BANK	00006	940520	322301	11/06/18	3,482.26
	WIRELESS ADVANCED COMMUNICATIO	00006	940388	322165	11/05/18	12,369.60
	WIRELESS ADVANCED COMMUNICATIO	00006	940390	322165	11/05/18	12,369.60
	WIRELESS ADVANCED COMMUNICATIO	00006	940521	322301	11/06/18	6,652.25
	4 RIVERS EQUIPMENT	00006	940571	322301	11/06/18	38,486.00
					Account Total	855,032.87
					Department Total	855,032.87

County of Adams
Vendor Payment Report

<u>9243</u>	<u>Extension - Family & Consumer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	940253	321921	11/01/18	41.15
					Account Total	41.15
					Department Total	41.15

County of Adams
Vendor Payment Report

<u>9240</u>	<u>Extension - Horticulture</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	940253	321921	11/01/18	41.15
					Account Total	41.15
					Department Total	41.15

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>
	Other Communications					
	VERIZON WIRELESS	00001	940253	321921	11/01/18	96.47
					Account Total	96.47
					Department Total	96.47

County of Adams
Vendor Payment Report

9244	Extension- 4-H/Youth	Fund	Voucher	Batch No	GL Date	Amount
	Other Communications					
	VERIZON WIRELESS	00001	940253	321921	11/01/18	41.15
	VERIZON WIRELESS	00001	940253	321921	11/01/18	41.15
	VERIZON WIRELESS	00001	940253	321921	11/01/18	41.15
					Account Total	123.45
					Department Total	123.45

County of Adams
Vendor Payment Report

9114	Fleet- Commerce	Fund	Voucher	Batch No	GL Date	Amount
	Vehicle Repair & Maint					
	HRT ENTERPRISES LLC	00006	940348	322160	11/05/18	300.00
	HRT ENTERPRISES LLC	00006	940349	322160	11/05/18	130.00
					Account Total	430.00
					Department Total	430.00

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					
	CITY SERVICEVALCON LLC	00043	940399	322200	11/05/18	22,436.23
	CITY SERVICEVALCON LLC	00043	940457	322283	11/06/18	27,402.19
	CITY SERVICEVALCON LLC	00043	940457	322283	11/06/18	.02
	DBT TRANSPORTATION SERVICES LL	00043	940366	322165	11/05/18	1,185.00
	THYSSENKRUPP ELEVATOR CORP	00043	940662	322589	11/08/18	300.00
	THYSSENKRUPP ELEVATOR CORP	00043	940663	322589	11/08/18	300.00
					Account Total	51,623.44
					Department Total	51,623.44

County of Adams
Vendor Payment Report

1091	FO - Administration	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=8929	00001	940048	321642	10/18/18	138.63
	Energy Cap Bill ID=8930	00001	940049	321642	10/18/18	905.88
	Energy Cap Bill ID=8932	00001	940050	321642	10/17/18	51.49
					Account Total	1,096.00
					Department Total	1,096.00

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=8937	00001	940045	321642	10/09/18	105.62
	Energy Cap Bill ID=8940	00001	940046	321642	10/18/18	38.34
					Account Total	143.96
	Water/Sewer/Sanitation					
	EASTERN DISPOSE ALL	00001	940278	322039	11/02/18	91.00
					Account Total	91.00
					Department Total	234.96

County of Adams
Vendor Payment Report

<u>1113</u>	<u>FO - Children & Family Service</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8931	00001	940052	321642	10/16/18	2,073.93
					Account Total	2,073.93
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8936	00001	940053	321642	10/18/18	333.50
					Account Total	333.50
					Department Total	2,407.43

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>
	Maintenance Contracts					
	SUMMIT LABORATORIES INC	00001	940281	322039	11/02/18	480.00
					Account Total	480.00
					Department Total	480.00

County of Adams
Vendor Payment Report

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8938	00001	940044	321642	10/18/18	1,112.94
					Account Total	1,112.94
					Department Total	1,112.94

County of Adams
Vendor Payment Report

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8934	00001	940054	321642	10/19/18	205.66
					Account Total	205.66
					Department Total	205.66

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=8939	00001	940047	321642	10/18/18	248.25
					Account Total	248.25
					Department Total	248.25

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=8933	00001	940043	321642	10/18/18	523.18
					Account Total	523.18
					Department Total	523.18

County of Adams
Vendor Payment Report

<u>1112</u>	<u>FO-Sheriff HQ/Coroner Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8935	00001	940051	321642	10/19/18	1,226.36
					Account Total	1,226.36
					Department Total	1,226.36

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	940470	322301	11/06/18	1,500.93
	ARMORED KNIGHTS INC	00001	940572	322301	11/06/18	339.42
	ARMORED KNIGHTS INC	00001	940572	322301	11/06/18	136.08
	ARMORED KNIGHTS INC	00001	940572	322301	11/06/18	339.42
	ARMORED KNIGHTS INC	00001	940572	322301	11/06/18	68.83
	ARMORED KNIGHTS INC	00001	940572	322301	11/06/18	339.42
	ARMORED KNIGHTS INC	00001	940572	322301	11/06/18	68.83
	ARMORED KNIGHTS INC	00001	940572	322301	11/06/18	68.83
	ARMORED KNIGHTS INC	00001	940572	322301	11/06/18	136.08
	ARMORED KNIGHTS INC	00001	940572	322301	11/06/18	68.83
	ARMORED KNIGHTS INC	00001	940573	322301	11/06/18	66.37
	ARMORED KNIGHTS INC	00001	940574	322301	11/06/18	66.37
	BIDDLE CONSULTING GROUP INC	00001	940255	321932	11/01/18	459.00
	BREAK THRU BEVERAGE	00001	940363	322165	11/05/18	274.96
	CAREHERE LLC	00001	940511	322301	11/06/18	2,326.65
	CML SECURITY LLC	00001	940364	322165	11/05/18	7,000.00
	COHEN MILSTEIN SELLERS & TOLL	00001	940512	322301	11/06/18	2,835.00
	DIRSEC	00001	940367	322165	11/05/18	5,990.40
	FARMERS RESERVOIR & IRRIGATION	00001	940640	322580	11/08/18	5,500.00
	GABLEHOUSE GRANBERG LLC	00001	940580	322450	11/07/18	4,058.00
	GALLS LLC	00001	940256	321932	11/01/18	39.56
	GALLS LLC	00001	940257	321932	11/01/18	155.99
	GALLS LLC	00001	940258	321932	11/01/18	1,929.69
	GRAY QUARTER INC	00001	940372	322165	11/05/18	1,295.00
	HAMMERS CONSTRUCTION INC	00001	940374	322165	11/05/18	1,928.94
	HILL'S PET NUTRITION SALES INC	00001	940581	322450	11/07/18	450.30
	HP DIRECT	00001	940661	322589	11/08/18	14,160.00
	HP INC	00001	940259	321932	11/01/18	34,485.00
	IDEXX DISTRIBUTION INC	00001	940582	322450	11/07/18	440.65
	IDEXX DISTRIBUTION INC	00001	940648	322580	11/08/18	248.78
	IDEXX DISTRIBUTION INC	00001	940648	322580	11/08/18	1,232.10
	IDEXX DISTRIBUTION INC	00001	940650	322580	11/08/18	42.63
	INSIGHT PUBLIC SECTOR	00001	940641	322580	11/08/18	18,000.00
	LATPRO INC	00001	940515	322301	11/06/18	566.65
	LATPRO INC	00001	940516	322301	11/06/18	566.67

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>
	MARTIN MARTIN CONSULTING ENGIN	00001	940375	322165	11/05/18	6,615.00
	MULTICARD	00001	940262	321932	11/01/18	2,417.00
	MULTICARD	00001	940263	321932	11/01/18	3,885.00
	MWI VETERINARY SUPPLY CO	00001	940588	322450	11/07/18	164.25
	MWI VETERINARY SUPPLY CO	00001	940589	322450	11/07/18	240.85
	MWI VETERINARY SUPPLY CO	00001	940590	322450	11/07/18	2,175.12
	MWI VETERINARY SUPPLY CO	00001	940646	322580	11/08/18	202.55
	MWI VETERINARY SUPPLY CO	00001	940647	322580	11/08/18	6,237.50
	MWI VETERINARY SUPPLY CO	00001	940649	322580	11/08/18	339.50
	MWI VETERINARY SUPPLY CO	00001	940649	322580	11/08/18	793.30
	PATTERSON VETERINARY SUPPLY IN	00001	940384	322165	11/05/18	875.40
	PATTERSON VETERINARY SUPPLY IN	00001	940594	322450	11/07/18	42.00
	PATTERSON VETERINARY SUPPLY IN	00001	940595	322450	11/07/18	15.50
	PATTERSON VETERINARY SUPPLY IN	00001	940597	322450	11/07/18	371.20
	PATTERSON VETERINARY SUPPLY IN	00001	940598	322450	11/07/18	379.15
	PATTERSON VETERINARY SUPPLY IN	00001	940651	322580	11/08/18	609.75
	PRUDENTIAL OVERALL SUPPLY	00001	940379	322165	11/05/18	75.28
	PRUDENTIAL OVERALL SUPPLY	00001	940380	322165	11/05/18	75.28
	PRUDENTIAL OVERALL SUPPLY	00001	940381	322165	11/05/18	75.28
	PRUDENTIAL OVERALL SUPPLY	00001	940382	322165	11/05/18	55.28
	PRUDENTIAL OVERALL SUPPLY	00001	940383	322165	11/05/18	55.28
	PRUDENTIAL OVERALL SUPPLY	00001	940593	322450	11/07/18	27.92
	PUBLICATION PRINTERS	00001	940264	321932	11/01/18	12,374.86
	PUBLICATION PRINTERS	00001	940264	321932	11/01/18	1,981.28
	RECRUITING.COM	00001	940517	322301	11/06/18	510.00
	ROADRUNNER PHARMACY INCORPORAT	00001	940599	322450	11/07/18	201.60
	ROADRUNNER PHARMACY INCORPORAT	00001	940601	322450	11/07/18	48.00
	SCHULTZ PUBLIC AFFAIRS LLC	00001	940602	322450	11/07/18	4,333.33
	SINGLEWIRE SOFTWARE LLC	00001	940643	322580	11/08/18	5,775.00
	SIR SPEEDY	00001	940655	322584	11/08/18	1,589.80
	SWIRE COCA-COLA USA	00001	940552	322301	11/06/18	13,013.52
	SYSTEMS GROUP	00001	940386	322165	11/05/18	110.00
	SYSTEMS GROUP	00001	940387	322165	11/05/18	200.00
	T&G PECOS LLC	00001	940267	321932	11/01/18	1,800.00
	TIME TO CHANGE	00001	940658	322589	11/08/18	150.19
	TIME TO CHANGE	00001	940658	322589	11/08/18	179,630.66

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>
	TYGRET DEBRA R	00001	940265	321932	11/01/18	350.00
	US CORRECTIONS LLC	00001	940266	321932	11/01/18	998.00
	VIDEOLINK INC	00001	940268	321932	11/01/18	2,263.71
	WOLD ARCHITECTS AND ENGINEERS	00001	940392	322165	11/05/18	10,012.50
	WOLD ARCHITECTS AND ENGINEERS	00001	940392	322165	11/05/18	6,675.00
	WOLD ARCHITECTS AND ENGINEERS	00001	940393	322165	11/05/18	3,340.00
	WOLD ARCHITECTS AND ENGINEERS	00001	940394	322165	11/05/18	5,010.00
	WOLD ARCHITECTS AND ENGINEERS	00001	940395	322165	11/05/18	5,006.25
	WOLD ARCHITECTS AND ENGINEERS	00001	940395	322165	11/05/18	3,337.50
	WRIGHT WATER ENGINEERS	00001	940396	322165	11/05/18	14,272.42
	ZAYO GROUP HOLDINGS INC	00001	940642	322580	11/08/18	2,567.50
					Account Total	408,463.89
					Department Total	408,463.89

County of Adams
Vendor Payment Report

<u>5</u>	<u>Golf Course Enterprise Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Vendor Fee Sales Tax - State					
	PROFESSIONAL RECREATION MGMT I	00005	940627	322560	11/08/18	1,115.21
					Account Total	1,115.21
					Department Total	1,115.21

County of Adams
Vendor Payment Report

<u>5026</u>	<u>Golf Course- Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Contract Employment					
	PROFESSIONAL RECREATION MGMT I	00005	940627	322560	11/08/18	18,309.75
	PROFESSIONAL RECREATION MGMT I	00005	940627	322560	11/08/18	2,065.07
					Account Total	20,374.82
	Equipment Rental					
	BUCKEYE WELDING SUPPLY CO INC	00005	940479	322300	11/06/18	26.00
	BUCKEYE WELDING SUPPLY CO INC	00005	940480	322300	11/06/18	26.00
					Account Total	52.00
	Fuel, Gas & Oil					
	AGFINITY	00005	940471	322300	11/06/18	2,366.30
	AGFINITY	00005	940472	322300	11/06/18	3,964.41
	AGFINITY INC	00005	940473	322300	11/06/18	2,575.90
	AGFINITY INC	00005	940474	322300	11/06/18	1,751.54
					Account Total	10,658.15
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	940495	322300	11/06/18	720.13
	UNITED POWER (UNION REA)	00005	940496	322300	11/06/18	3,456.49
	UNITED POWER (UNION REA)	00005	940497	322300	11/06/18	185.50
	UNITED POWER (UNION REA)	00005	940503	322300	11/06/18	4,130.45
	UNITED POWER (UNION REA)	00005	940503	322300	11/06/18	135.70
	XCEL ENERGY	00005	940501	322300	11/06/18	314.21
					Account Total	8,942.48
	Grounds Maintenance					
	AGFINITY	00005	940475	322300	11/06/18	108.86
	ANIMAL & PEST CONTROL SPECIALI	00005	940478	322300	11/06/18	150.00
	L L JOHNSON DIST	00005	940489	322300	11/06/18	6.60
	L L JOHNSON DIST	00005	940490	322300	11/06/18	813.98
	LITTLE VALLEY NURSERIES INC	00005	940483	322300	11/06/18	84.00
	SOUTHERN LINKS INC	00005	940492	322300	11/06/18	70.35
	TORO NSN	00005	940493	322300	11/06/18	229.00
	WILBUR-ELLIS COMPANY LLC	00005	940498	322300	11/06/18	15,750.00
	WINFIELD SOLUTIONS LLC	00005	940499	322300	11/06/18	3,400.00
	WINFIELD SOLUTIONS LLC	00005	940500	322300	11/06/18	2,117.50
					Account Total	22,730.29

County of Adams
Vendor Payment Report

11/09/18 14:10:41

Page - 31

<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>
	Repair & Maint Supplies					
	ALSCO AMERICAN INDUSTRIAL	00005	940476	322300	11/06/18	47.49
	ALSCO AMERICAN INDUSTRIAL	00005	940477	322300	11/06/18	45.58
					Account Total	93.07
	Telephone					
	PROFESSIONAL RECREATION MGMT I	00005	940627	322560	11/08/18	281.67
					Account Total	281.67
	Vehicle Parts & Supplies					
	DXP ENTERPRISES INC	00005	940481	322300	11/06/18	328.93
	INTERSTATE BATTERY OF ROCKIES	00005	940482	322300	11/06/18	163.63
	L L JOHNSON DIST	00005	940484	322300	11/06/18	140.30-
	L L JOHNSON DIST	00005	940485	322300	11/06/18	83.00
	L L JOHNSON DIST	00005	940486	322300	11/06/18	277.39
	L L JOHNSON DIST	00005	940487	322300	11/06/18	141.95
	L L JOHNSON DIST	00005	940488	322300	11/06/18	174.20
					Account Total	1,028.80
					Department Total	64,161.28

County of Adams
Vendor Payment Report

<u>5021</u>	<u>Golf Course- Pro Shop</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Advertising					
	PROFESSIONAL RECREATION MGMT I	00005	940627	322560	11/08/18	2,000.00-
					Account Total	2,000.00-
	Contract Employment					
	PROFESSIONAL RECREATION MGMT I	00005	940627	322560	11/08/18	17,361.86
	PROFESSIONAL RECREATION MGMT I	00005	940627	322560	11/08/18	1,986.67
					Account Total	19,348.53
	Equipment Rental					
	PROFESSIONAL RECREATION MGMT I	00005	940627	322560	11/08/18	170.61
					Account Total	170.61
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	940494	322300	11/06/18	62.08
	UNITED POWER (UNION REA)	00005	940503	322300	11/06/18	3,057.90
					Account Total	3,119.98
	Golf Carts					
	MASEK GOLF CAR COMPANY	00005	940491	322300	11/06/18	88.99
					Account Total	88.99
	Golf Merchandise					
	PROFESSIONAL RECREATION MGMT I	00005	940627	322560	11/08/18	2,657.07
	PROFESSIONAL RECREATION MGMT I	00005	940627	322560	11/08/18	184.40
					Account Total	2,841.47
	Insurance Premiums					
	PROFESSIONAL RECREATION MGMT I	00005	940627	322560	11/08/18	56.98
	PROFESSIONAL RECREATION MGMT I	00005	940627	322560	11/08/18	516.92
	PROFESSIONAL RECREATION MGMT I	00005	940627	322560	11/08/18	689.29
	PROFESSIONAL RECREATION MGMT I	00005	940627	322560	11/08/18	4,948.48
					Account Total	6,211.67
	Janitorial Services					
	PROFESSIONAL RECREATION MGMT I	00005	940627	322560	11/08/18	634.83
					Account Total	634.83
	Minor Equipment					
	PROFESSIONAL RECREATION MGMT I	00005	940627	322560	11/08/18	1,970.60
					Account Total	1,970.60

County of Adams
Vendor Payment Report

11/09/18 14:10:41

Page - 33

<u>5021</u>	<u>Golf Course- Pro Shop</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Security Service					
	PROFESSIONAL RECREATION MGMT I	00005	940627	322560	11/08/18	1,387.50
					Account Total	1,387.50
	Telephone					
	PROFESSIONAL RECREATION MGMT I	00005	940627	322560	11/08/18	573.49
	PROFESSIONAL RECREATION MGMT I	00005	940627	322560	11/08/18	58.90
					Account Total	632.39
	Water/Sewer/Sanitation					
	PROFESSIONAL RECREATION MGMT I	00005	940627	322560	11/08/18	679.40
					Account Total	679.40
					Department Total	35,085.97

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>
	Misc Accounts Payable					
	COLO DEPT OF TREASURY	00031	940576	322441	11/07/18	2.65
					Account Total	2.65
	Received not Vouchered Clrg					
	ZOOPHONICS INC	00031	940398	322165	11/05/18	10,079.16
					Account Total	10,079.16
					Department Total	10,081.81

County of Adams
Vendor Payment Report

<u>935119</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	940428	322142	11/06/18	6,190.04
					Account Total	6,190.04
	Consultant Services					
	DENVER CHILDREN'S ADVOCACY CTR	00031	940459	322142	11/06/18	2,158.00
					Account Total	2,158.00
	Education & Training					
	DENVER CHILDREN'S ADVOCACY CTR	00031	940325	322142	11/05/18	2,000.00
	DENVER CHILDREN'S ADVOCACY CTR	00031	940327	322142	11/05/18	3,000.00
	DENVER CHILDREN'S ADVOCACY CTR	00031	940328	322142	11/05/18	1,000.00
					Account Total	6,000.00
	Janitorial Services					
	COMMERCIAL CLEANING SYSTEMS	00031	940199	321543	10/31/18	1,742.17
					Account Total	1,742.17
	Operating Supplies					
	CINTAS CORPORATION NO 2	00031	940468	322142	11/06/18	135.01
					Account Total	135.01
	Telephone					
	CENTURY LINK	00031	940449	322142	11/06/18	101.02
	CENTURY LINK	00031	940434	322142	11/06/18	364.27
	CENTURYLINK	00031	940429	322142	11/06/18	73.17
	CENTURYLINK	00031	940431	322142	11/06/18	10.75
					Account Total	549.21
					Department Total	16,774.43

County of Adams
Vendor Payment Report

<u>1034</u>	<u>HR- Social Services</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Advertising					
	LATPRO INC	00001	940515	322301	11/06/18	<u>.02</u>
					Account Total	<u>.02</u>
					Department Total	<u><u>.02</u></u>

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>
	Claims					
	UNITED HEALTH CARE INSURANCE C	00019	940628	322560	11/08/18	231,627.69
					Account Total	231,627.69
					Department Total	231,627.69

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	940511	322301	11/06/18	85.83
	CAREHERE LLC	00019	940511	322301	11/06/18	6,801.67
	CAREHERE LLC	00019	940511	322301	11/06/18	20,933.75
	CAREHERE LLC	00019	940511	322301	11/06/18	7,195.54
	COLO FRAME & SUSPENSION	00019	940585	322450	11/07/18	807.60
	COLO FRAME & SUSPENSION	00019	940586	322450	11/07/18	4,380.26
	COLO FRAME & SUSPENSION	00019	940587	322450	11/07/18	1,234.10
	FIT SOLDIERS FITNESS BOOT CAMP	00019	940654	322580	11/08/18	3,145.00
	JOE'S TOWING & RECOVERY	00019	940583	322450	11/07/18	134.00
	JOE'S TOWING & RECOVERY	00019	940584	322450	11/07/18	92.00
	NATHAN DUMM & MAYER PC	00019	940645	322580	11/08/18	389.50
					Account Total	45,199.25
					Department Total	45,199.25

County of Adams
Vendor Payment Report

<u>8614</u>	<u>Insurance- Delta Dental</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ins Premium Dental-Delta					
	ADAMS COUNTY RETIREMENT PLAN	00019	940238	321827	10/31/18	35.99
					Account Total	35.99
	Self-Insurance Claims					
	DELTA DENTAL OF COLO	00019	940279	322040	11/02/18	17,462.35
					Account Total	17,462.35
					Department Total	17,498.34

County of Adams
Vendor Payment Report

<u>8615</u>	<u>Insurance- UHC Retiree Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	AARP RX					
	ADAMS COUNTY RETIREMENT PLAN	00019	940238	321827	10/31/18	93.30
					Account Total	93.30
	UHC_MED					
	ADAMS COUNTY RETIREMENT PLAN	00019	940238	321827	10/31/18	161.16
	STEPHEN, EDWARD A	00019	940247	321827	10/31/18	81.48
					Account Total	242.64
					Department Total	335.94

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>
	Workers Compensation					
	TRISTAR RISK MANAGEMENT	00019	940675	322648	11/09/18	45,396.05
					Account Total	45,396.05
					Department Total	45,396.05

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>
	Maintenance Contracts					
	FOUR WINDS INTERACTIVE LLC	00001	940370	322167	11/05/18	4,951.56
					Account Total	4,951.56
					Department Total	4,951.56

County of Adams
Vendor Payment Report

11/09/18 14:10:41

Page - 43

<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					
	ADVANCED NETWORK MANAGEMENT IN	00001	940508	322303	11/06/18	1,530.00
					Account Total	1,530.00
	Other Professional Serv					
	COMMUNICATION CONSTRUCTION & E	00001	940315	322057	11/02/18	1,850.00
	UTILITY NOTIFICATION CENTER OF	00001	940316	322057	11/02/18	201.55
	UTILITY NOTIFICATION CENTER OF	00001	940317	322057	11/02/18	310.30
					Account Total	2,361.85
					Department Total	3,891.85

County of Adams
Vendor Payment Report

<u>1019</u>	<u>Mailroom & Dock</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	PITNEY BOWES BANK	00001	940435	322273	11/06/18	16,000.00
					Account Total	16,000.00
					Department Total	16,000.00

County of Adams
Vendor Payment Report

<u>1131</u>	<u>MM&R-Carpet/Floor Replacement</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	REPUBLIC SERVICES #535	00001	940280	322039	11/02/18	235.00
					Account Total	235.00
					Department Total	235.00

County of Adams
Vendor Payment Report

11/09/18 14:10:41

Page - 46

<u>934618</u>	<u>Non-Reimbursable Expenditures</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Food Supplies					
	MEADOW GOLD DAIRY	00031	940178	321543	10/31/18	124.20
	MEADOW GOLD DAIRY	00031	940179	321543	10/31/18	55.20
	MEADOW GOLD DAIRY	00031	940180	321543	10/31/18	138.00
	MEADOW GOLD DAIRY	00031	940181	321543	10/31/18	82.80
	MEADOW GOLD DAIRY	00031	940182	321543	10/31/18	55.20
	MEADOW GOLD DAIRY	00031	940184	321543	10/31/18	110.40
	MEADOW GOLD DAIRY	00031	940192	321543	10/31/18	41.40
	MEADOW GOLD DAIRY	00031	940193	321543	10/31/18	207.00
	MEADOW GOLD DAIRY	00031	940194	321543	10/31/18	55.20
	MEADOW GOLD DAIRY	00031	940195	321543	10/31/18	82.80
	MEADOW GOLD DAIRY	00031	940196	321543	10/31/18	55.20
	MEADOW GOLD DAIRY	00031	940197	321543	10/31/18	55.20
	MEADOW GOLD DAIRY	00031	940198	321543	10/31/18	55.20
	SYSCO DENVER	00031	940206	321543	10/31/18	2,897.94
	SYSCO DENVER	00031	940207	321543	10/31/18	3,649.03
	SYSCO DENVER	00031	940210	321543	10/31/18	4,060.76
					Account Total	11,725.53
	Operating Supplies					
	SYSCO DENVER	00031	940200	321543	10/31/18	526.69
	SYSCO DENVER	00031	940207	321543	10/31/18	393.23
	SYSCO DENVER	00031	940210	321543	10/31/18	1,065.64
					Account Total	1,985.56
					Department Total	13,711.09

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					
	COLO ASSN OF PERMIT TECHNICIAN	00001	940626	322561	11/14/18	35.00
	COLO ASSN OF PERMIT TECHNICIAN	00001	940629	322561	11/14/18	35.00
	COLO ASSN OF PERMIT TECHNICIAN	00001	940630	322561	11/08/18	25.00
	COLO ASSN OF PERMIT TECHNICIAN	00001	940631	322561	11/08/18	25.00
	COLO ASSN OF PERMIT TECHNICIAN	00001	940632	322561	11/08/18	20.00
	COLO ASSN OF PERMIT TECHNICIAN	00001	940633	322561	11/08/18	15.00
					Account Total	155.00
					Department Total	155.00

County of Adams
Vendor Payment Report

<u>3128</u>	<u>Park 1200-HS</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Buildings					
	BUSCH SYSTEMS INTL INC	00004	940277	322039	11/02/18	170.49
					Account Total	170.49
					Department Total	170.49

County of Adams
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair & Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Fair Expenses-General					
	SCHAPPAUGH JUDITH A	00001	940656	322587	11/08/18	200.00
					Account Total	200.00
	Regional Park Rentals					
	AVILA IVONE	00001	940401	322207	11/05/18	75.00
	CROSS SHAWNA	00001	940402	322207	11/05/18	75.00
	GONZALEZ ERIC	00001	940403	322207	11/05/18	658.00
	MACIAS HECTOR	00001	940404	322207	11/05/18	650.00
	METRONORTH CHAMBER OF COMMERCE	00001	940405	322207	11/05/18	400.00
	MURPHY TIFFANY	00001	940406	322207	11/05/18	150.00
	NAXSA	00001	940407	322207	11/05/18	400.00
					Account Total	2,408.00
					Department Total	2,608.00

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	940408	322207	11/05/18	148.45
					Account Total	148.45
					Department Total	148.45

County of Adams
Vendor Payment Report

<u>1089</u>	<u>PLN- Boards & Commissions</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	BUSH MELVIN E	00001	940433	322272	11/06/18	65.00
	HANCOCK FORREST HAYES	00001	940438	322272	11/06/18	65.00
	LACRUE MATTHEW D	00001	940440	322274	11/06/18	65.00
	MCCREARY RAPHAEL	00001	940436	322272	11/06/18	65.00
	NYHOLM STEWART E	00001	940437	322272	11/06/18	65.00
	PRICE RITA M	00001	940445	322274	11/06/18	65.00
	REIGENBORN, RICHARD A	00001	940441	322274	11/06/18	65.00
	TONSAGER DENNIS	00001	940442	322274	11/06/18	65.00
	WOLFE SANDRA KAY	00001	940444	322274	11/06/18	65.00
					Account Total	585.00
					Department Total	585.00

County of Adams
Vendor Payment Report

<u>1038</u>	<u>Regional Affairs</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	CCI	00001	940469	322299	11/06/18	450.00
					Account Total	450.00
					Department Total	450.00

County of Adams
Vendor Payment Report

<u>13</u>	<u>Road & Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	BRANNAN SAND & GRAVEL COMPANY	00013	940509	322301	11/06/18	129.71
	BRANNAN SAND & GRAVEL COMPANY	00013	940510	322301	11/06/18	44.79
	BRANNAN SAND & GRAVEL COMPANY	00013	940510	322301	11/06/18	84.92
	GROUND ENGINEERING CONSULTANTS	00013	940369	322165	11/05/18	2,400.00
	GROUND ENGINEERING CONSULTANTS	00013	940371	322165	11/05/18	213.50
	GROUND ENGINEERING CONSULTANTS	00013	940659	322589	11/08/18	400.00
	GROUND ENGINEERING CONSULTANTS	00013	940660	322589	11/08/18	925.00
	H&A CONCRETE SAWING INC	00013	940667	322589	11/08/18	112,323.37
	H&A CONCRETE SAWING INC	00013	940668	322589	11/08/18	42,247.57
	L4 CONSTRUCTION LLC	00013	940666	322589	11/08/18	22,471.25
	MARTIN MARTIN CONSULTING ENGIN	00013	940664	322589	11/08/18	18,425.00
	MARTIN MARTIN CONSULTING ENGIN	00013	940665	322589	11/08/18	7,496.58
	ROCKSOL CONSULTING GROUP INC	00013	940385	322165	11/05/18	42,327.68
					Account Total	249,489.37
	Retainages Payable					
	H&A CONCRETE SAWING INC	00013	940667	322589	11/08/18	5,616.17-
	H&A CONCRETE SAWING INC	00013	940668	322589	11/08/18	2,112.38-
	L4 CONSTRUCTION LLC	00013	940666	322589	11/08/18	1,123.56-
					Account Total	8,852.11-
					Department Total	240,637.26

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>
	Fingerprint Cards - CBI					
	COLO BUREAU OF INVESTIGATION	00094	940269	321936	11/01/18	9,624.00
					Account Total	9,624.00
					Department Total	9,624.00

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>
	Promotion Expense					
	COMMERCIAL SPACEFLIGHT FEDERAT	00043	940336	322144	11/05/18	6,500.00
					Account Total	6,500.00
					Department Total	6,500.00

County of Adams
Vendor Payment Report

<u>7</u>	<u>Stormwater Utility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Deposits Payable					
	MIDTOWN LLC	00007	940622	322557	11/08/18	21,555.60
					Account Total	21,555.60
	Received not Vouchered Clrg					
	CP COMPLIANCE LLC	00007	940365	322165	11/05/18	4,259.95
					Account Total	4,259.95
	Suspense - Misc. Clearing					
	LUCAS YOLANDA S	00007	940621	322557	11/08/18	38.90
					Account Total	38.90
					Department Total	25,854.45

County of Adams
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Sheriff's Fees					
	ANDRADE DURAN GRISELDA	00001	940119	321637	10/30/18	19.00
	BALL FRANK J	00001	940064	321637	10/30/18	19.00
	BALL FRANK J	00001	940065	321637	10/30/18	19.00
	BALL FRANK J	00001	940066	321637	10/30/18	19.00
	BATES KAYLA	00001	940120	321637	10/30/18	49.00
	BLUEPRINT INVESTMENT FUND	00001	940121	321637	10/30/18	66.00
	BRAMMER LAW OFFICE	00001	940055	321637	10/30/18	19.00
	BROOKMOND LLC	00001	940056	321637	10/30/18	66.00
	CABAZOS TINA M	00001	940122	321637	10/30/18	19.00
	CAROLIN TOPELSON LAW	00001	940057	321637	10/30/18	66.00
	CASILLAS MARIA D	00001	940123	321637	10/30/18	19.00
	COURTER DARIN LEE	00001	940124	321637	10/30/18	19.00
	CREDIT SERVICE COMPANY	00001	940058	321637	10/30/18	19.00
	CZAUZ DANIEL	00001	940125	321637	10/30/18	19.00
	DAHL FISCHER WILKS	00001	940126	321637	10/30/18	19.00
	DAVIS SUNCHAY	00001	940127	321637	10/30/18	19.00
	DE PARRAL AUTO SALES LLC	00001	940128	321637	10/30/18	19.00
	DELCOUR SUSAN	00001	940059	321637	10/30/18	19.00
	EVANS ALBERT V	00001	940118	321637	10/30/18	66.00
	EZ MESSENGER	00001	940060	321637	10/30/18	19.00
	EZ MESSENGER	00001	940061	321637	10/30/18	19.00
	FRANCY LAW FIRM, PLLC	00001	940062	321637	10/30/18	19.00
	FRANCY LAW FIRM, PLLC	00001	940063	321637	10/30/18	19.00
	GIRSH AND ROTTMAN	00001	940067	321637	10/30/18	19.00
	GIRSH AND ROTTMAN	00001	940068	321637	10/30/18	19.00
	GRADISAR TRECHTER RIPPERGER RO	00001	940129	321637	10/30/18	19.00
	HARCOURT BRIANNA M	00001	940130	321637	10/30/18	19.00
	HELGELAND BERNARD G	00001	940131	321637	10/30/18	66.00
	HERNANDEZ LAWRENCE J	00001	940132	321637	10/30/18	19.00
	HIDALGO PABLO	00001	940133	321637	10/30/18	19.00
	HILL ZACHARY ANDREW	00001	940134	321637	10/30/18	19.00
	HINDMANSANCHEZ	00001	940070	321637	10/30/18	19.00
	HINDMANSANCHEZ	00001	940071	321637	10/30/18	19.00
	HINDMANSANCHEZ	00001	940072	321637	10/30/18	19.00
	HINDMANSANCHEZ	00001	940073	321637	10/30/18	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>
	HINDMANSANCHEZ	00001	940074	321637	10/30/18	19.00
	HOLST AND BOETTCHER	00001	940075	321637	10/30/18	19.00
	HOLST AND BOETTCHER	00001	940076	321637	10/30/18	19.00
	HOLST AND BOETTCHER	00001	940077	321637	10/30/18	19.00
	HOLST AND BOETTCHER	00001	940078	321637	10/30/18	19.00
	HUNZIKER AND HECK LLC	00001	940135	321637	10/30/18	19.00
	JIMENEZ KIMBERLY C	00001	940136	321637	10/30/18	19.00
	KINNEY AARON TYLER	00001	940137	321637	10/30/18	66.00
	LANGDON JAMES ANDREW	00001	940138	321637	10/30/18	19.00
	LOZANO BENITO	00001	940139	321637	10/30/18	19.00
	LOZOYA JAMIE RAYMOND	00001	940140	321637	10/30/18	19.00
	MARTINEZ BENJAMIN	00001	940141	321637	10/30/18	19.00
	MATAMIS ALLAN	00001	940142	321637	10/30/18	19.00
	MIDLAND FUNDING LLC	00001	940079	321637	10/30/18	19.00
	MILLER COHEN PETERSON YOUNG	00001	940080	321637	10/30/18	19.00
	MILLER COHEN PETERSON YOUNG	00001	940081	321637	10/30/18	19.00
	MUBARAK AMNA	00001	940143	321637	10/30/18	20.00
	NELSON AND KENNARD	00001	940144	321637	10/30/18	19.00
	OLIVER JO MARIE	00001	940145	321637	10/30/18	66.00
	PATASHUS AMBER BRIELLE	00001	940146	321637	10/30/18	19.00
	PATASHUS AMBER BRIELLE	00001	940147	321637	10/30/18	19.00
	POORT MICHAEL	00001	940082	321637	10/30/18	66.00
	RICHARDS CARRINGTON LLC	00001	940148	321637	10/30/18	179.00
	SHEA RILEY ACE	00001	940149	321637	10/30/18	52.00
	SIGNATURE LANDSCAPE INC	00001	940150	321637	10/30/18	19.00
	SIMON HARRY L	00001	940069	321637	10/30/18	69.00
	STASIAS SUPPORT SERVICES	00001	940151	321637	10/30/18	19.00
	STOCKER MARTHA	00001	940152	321637	10/30/18	19.00
	TINGUE TYLER NORMAN	00001	940153	321637	10/30/18	19.00
	TOP HAT FILE AND SERVE	00001	940083	321637	10/30/18	19.00
	TRAN KHOI MINH	00001	940154	321637	10/30/18	66.00
	TRAN KHOI MINH	00001	940155	321637	10/30/18	66.00
	TRANS WEST	00001	940156	321637	10/30/18	20.00
	VANDERHYE LORRAINE	00001	940157	321637	10/30/18	66.00
	VELAZQUEZ STEPHANIE	00001	940158	321637	10/30/18	19.00
	WYN T TAYLOR	00001	940084	321637	10/30/18	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>
Account Total						2,141.00
Department Total						2,141.00

County of Adams
Vendor Payment Report

11/09/18 14:10:41

Page - 60

<u>3019</u>	<u>Transportation Admin/Org</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Payments To Cities-Sales Taxes					
	ARVADA CITY OF	00013	940611	322554	11/08/18	108.90
	AURORA CITY OF	00013	940612	322554	11/08/18	1,078.82
	BENNETT TOWN OF	00013	940613	322554	11/08/18	105.76
	BRIGHTON CITY OF	00013	940614	322554	11/08/18	916.64
	COMMERCE CITY CITY OF	00013	940615	322554	11/08/18	1,075.54
	FEDERAL HEIGHTS CITY OF	00013	940616	322554	11/08/18	190.50
	NORTHGLENN CITY OF	00013	940617	322554	11/08/18	443.58
	THORNTON CITY OF	00013	940618	322554	11/08/18	1,384.20
	WESTMINSTER CITY OF	00013	940619	322554	11/08/18	689.29
					Account Total	5,993.23
					Department Total	5,993.23

County of Adams
Vendor Payment Report

<u>3056</u>	<u>Transportation CIP</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Land					
	ALDERMAN BERNSTEIN	00013	940318	322059	11/02/18	3,310.00
	ALDERMAN BERNSTEIN	00013	940319	322059	11/02/18	3,438.20
					Account Total	6,748.20
					Department Total	6,748.20

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					
	METALS TREATMENT TECHNOLOGIES	00025	940592	322450	11/07/18	135,600.00
					Account Total	135,600.00
	Retainages Payable					
	METALS TREATMENT TECHNOLOGIES	00025	940592	322450	11/07/18	6,780.00-
					Account Total	6,780.00-
					Department Total	128,820.00

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>
	Airport Materials & Supplies					
	UNIVAR USA INC	00043	940623	322558	11/08/18	40.00-
	UNIVAR USA INC	00043	940624	322558	11/08/18	40.00-
	UNIVAR USA INC	00043	940625	322558	11/08/18	754.62
	UNIVAR USA INC	00043	940625	322558	11/08/18	40.00
					Account Total	714.62
					Department Total	714.62

County of Adams
Vendor Payment Report

<u>35</u>	<u>Workforce & Business Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	COMPUTER SYSTEMS DESIGN	00035	940644	322580	11/08/18	4,800.00
					Account Total	4,800.00
					Department Total	4,800.00

County of Adams
Vendor Payment Report

<u>97200</u>	<u>WIOA ADULT PROGRAM</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Clnt Trng-Tuition					
	NATIONAL INSTITUTE FOR MEDICAL	00035	940560	322402	11/07/18	3,000.00
	NATIONAL INSTITUTE FOR MEDICAL	00035	940562	322402	11/07/18	3,000.00
					Account Total	6,000.00
					Department Total	6,000.00

County of Adams
Vendor Payment Report

Grand Total **11,740,316.61**

MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, NOVEMBER 13, 2018

1. ROLL CALL

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

Excused: Charles "Chaz" Tedesco

2. PLEDGE OF ALLEGIANCE (09:27 AM)

3. MOTION TO APPROVE AGENDA (09:27 AM)

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

4. AWARDS AND PRESENTATIONS (09:28 AM)

A. 18-997 Proclamation of National Apprenticeship Week November 12-18, 2018 (09:28 AM)

B. 18-960 Resolution Approving the Award of Open Space Grant Awards and Grant Agreements on November 13, 2018 (File approved by ELT) (09:35 AM)

C. 18-966 Open Space Sales Tax Award Presentation (09:35 AM)

5. PUBLIC COMMENT (09:51 AM)

A. Citizen Communication

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

B. Elected Officials' Communication (09:51 AM)

6. CONSENT CALENDAR (09:54 AM)

A. 18-968 List of Expenditures Under the Dates of October 22-26, 2018

B. 18-996 List of Expenditures Under the Dates of October 29 - November 2, 2018

C. 18-990 Minutes of the Commissioner's Proceedings from October 30, 2018

D. 18-875 Resolution Approving Amendment 2 to Intergovernmental Agreement Concerning Mutual Aid for Hazardous Substance Incidents (File approved by ELT)

E. 18-944 Resolution Approving Ambulance Service License for Platte Valley Ambulance Service (File approved by ELT)

F. 18-949 Resolution Approving the Intergovernmental Agreement between Adams County and the Colorado Department of Transportation for I-270 Topographic Survey Services (File approved by ELT)

G. 18-956 Resolution Approving Right-of-Way Agreement between Adams County and Maxine Weeks, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)

H. 18-961 Resolution Approving Submission of Federal Equitable Sharing Agreement and Certification (File approved by ELT)

I. 18-963 Resolution Approving Amendment to Agreement Regarding Right-of-Way Acquisition for Drainage and Flood Control Improvements on Hoffman Drainageway, Adams County (Agreement No. 97-09.01E) (File approved by ELT)

- J. 18-964 Resolution Approving Access Easement to CO LI CSG 2, LLC, for Solar Farm (File approved by ELT)
- K. 18-965 Resolution Approving Access Easement to DU CSG 1, LLC, for Solar Farm (File approved by ELT)
- L. 18-970 Resolution Approving Special Warranty Deed to the Adams County Housing Authority, d.b.a. Unison Housing Partners for the Property Located at 7401 Broadway (File approved by ELT)
- M. 18-972 Resolution Approving the Agreement between Adams County and Unison Housing Partners Regarding the Conveyance of Land for the 7401 Broadway Redevelopment (File approved by ELT)
- N. 18-978 Resolution Approving the Intergovernmental Agreement between Adams County and the City of Thornton for Animal Shelter/Adoption Center Services (File approved by ELT)
- O. 18-986 Resolution Approving Second Amendment to Subdivision Improvements Agreement between Adams County and SEC 2-3 Phoenix, LLC, for Shook Subdivision (File approved by ELT)
- P. 18-987 Resolution Approving the Subdivision Improvements Agreement between Adams County and SEC 2-3 Phoenix, LLC, for Shook Subdivision Filing No. 2 (File approved by ELT)
- Q. 18-995 Resolution Approving Ambulance Service License for Strasburg Fire Protection District #8 (File approved by ELT)
- R. 18-988 Resolution Approving Amendment One to the Agreement between Adams County and James Larson for the Winfrey Property Land Lease (File approved by ELT)
- S. 18-989 Resolution Approving Amendment One to the Agreement between Adams County and Richard Larson for the Eppinger and Lueck Land Lease (File approved by ELT)
- T. 18-975 Resolution Acknowledging Public Hearing for the Adams County 2017 Consolidated Annual Performance and Evaluation Report (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 (09:54 AM)

A. COUNTY MANAGER (09:54 AM)

- 1. 18-991 Resolution Authorizing Third Supplemental Appropriations to the 2018 Adams County Government Budget (File approved by ELT) (09:54 AM)
Motion to Approve 1. 18-991 Resolution Authorizing Third Supplemental Appropriations to the 2018 Adams County Government Budget (File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.
- 2. 18-936 Resolution Approving the Agreement between Adams County and Keefe Commissary Network, LLC for Commissary Services at the Adams County Detention Facility (File approved by ELT) (09:56 AM)
Motion to Approve 2. 18-936 Resolution Approving the Agreement between Adams County and Keefe Commissary Network, LLC for Commissary Services at the Adams County Detention Facility (File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.
- 3. 18-937 Resolution Approving the Agreement between Adams County and Summit Food Service, LLC for Food Services at the Adams County Detention Facility (File approved by ELT)
Motion to Approve 3. 18-937 Resolution Approving the Agreement between Adams County and Summit Food Service, LLC for Food Services at the Adams County Detention Facility (File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

4. 18-955 Resolution Approving the Agreement between Adams County and Summit Food Service, LLC for Inmate Laundry Services at the Adams County Detention Facility (File approved by ELT)
Motion to Approve 4. 18-955 Resolution Approving the Agreement between Adams County and Summit Food Service, LLC for Inmate Laundry Services at the Adams County Detention Facility
(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.
5. 18-971 Resolution Approving Amendment Two to the Agreement between Adams County and Stantec Architecture for Architect and Design Services for the Fleet and Public Works Facility (File approved by ELT) (10:01 AM)
Motion to Approve 5. 18-971 Resolution Approving Amendment Two to the Agreement between Adams County and Stantec Architecture for Architect and Design Services for the Fleet and Public Works Facility
(File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.
6. 18-992 Resolution Approving a Purchase Order between Adams County and OneNeck IT Solutions, LLC for the Core Router Replacement at the Adams County Government Center (File approved by ELT) (10:03 AM)
Motion to Approve 6. 18-992 Resolution Approving a Purchase Order between Adams County and OneNeck IT Solutions, LLC for the Core Router Replacement at the Adams County Government Center
(File approved by ELT) Moved by Eva J. Henry, seconded by Erik Hansen, unanimously carried.
7. 18-980 Resolution Approving Amendment Two to the Agreement between Adams County and Toshiba Business Solutions for County Wide Managed Print Services (File approved by ELT) (10:07 AM)
Motion to Approve 7. 18-980 Resolution Approving Amendment Two to the Agreement between Adams County and Toshiba Business Solutions for County Wide Managed Print Services
(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.
8. 18-981 Resolution Approving Amendment One to the Agreement between Adams County and MT2 LLC, for Soil Remediation and Demolition Services (File approved by ELT) (10:08 AM)
Motion to Approve 8. 18-981 Resolution Approving Amendment One to the Agreement between Adams County and MT2 LLC, for Soil Remediation and Demolition Services
(File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.
9. 18-983 Resolution Approving a Purchase Order with Bruckner Truck Sales, Inc., for Three Mack Granite Tractors (File approved by ELT) (10:09 AM)
Motion to Approve 9. 18-983 Resolution Approving a Purchase Order with Bruckner Truck Sales, Inc., for Three Mack Granite Tractors
(File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.
10. 18-982 Resolution Approving a Purchase Order with Power Screening, LLC, for a Screening Plant Chieftain 1400W (File approved by ELT) (10:11 AM)
Motion to Approve 10. 18-982 Resolution Approving a Purchase Order with Power Screening, LLC, for a Screening Plant Chieftain 1400W
(File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.
11. 18-985 Resolution Approving a Purchase Order to Kois Brothers Equipment Company for Two Tandem Axle Tank Trailers with Liquid Spray Systems (File approved by ELT) (10:12 AM)

Motion to Approve 11. 18-985 Resolution Approving a Purchase Order to Kois Brothers Equipment Company for Two Tandem Axle Tank Trailers with Liquid Spray Systems (File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

12. 18-984 Resolution Approving an Agreement between Adams County and Hall-Irwin Corporation for the Justice Center Service Driveway Expansion Project (File approved by ELT) (10:13 AM)

Motion to Approve 12. 18-984 Resolution Approving an Agreement between Adams County and Hall-Irwin Corporation for the Justice Center Service Driveway Expansion Project

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

B. COUNTY ATTORNEY (10:16 AM)

1. 18-1010 Second Reading of Ordinance No. 4 and Ordinance No. 12 Postponed to November 20, 2018 (File approved by ELT) (10:16 AM)
2. 18-1009 Resolution Terminating Temporary Moratorium for Applications for Oil and Gas Development in Unincorporated Adams County (File approved by ELT) (10:17 AM)

Motion to Approve 2. 18-1009 Resolution Terminating Temporary Moratorium for Applications for Oil and Gas Development in Unincorporated Adams County

(File approved by ELT) Moved by Steve O'Dorisio, seconded by Erik Hansen, passed with a roll call vote 3:1.

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 Fuller Case (10:36 AM)

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

Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.

9. ADJOURNMENT (10:36 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



Adams County Treasurer's Summary

Start Date	10/01/18
End Date	10/31/18

COUNTY FUNDS	Beginning Balance	Property Taxes	Specific Ownership	Other Revenue	Transfers	Treasurer's Fee	Disburse	Ending Balance	Difference
0001 COUNTY GENERAL	\$166,198,429.90	\$323,588.63	\$0.00	\$6,109,980.27	(\$999,897.74)	(\$4,861.72)	(\$18,553,464.04)	\$153,073,775.30	\$0.00
0004 CAPITAL FACILITIES	\$26,227,802.43	\$0.00	\$0.00	\$37,957.86	\$2,017,969.40	\$0.00	(\$369,676.20)	\$27,914,053.49	\$0.00
0005 GOLF OPNS (ENTERPRISE)	\$3,671,953.89	\$0.00	\$0.00	\$271,066.05	(\$7,646.24)	\$0.00	(\$189,392.88)	\$3,745,980.82	\$0.00
0006 INTERNAL SVC (EQUIP SVC)	\$10,547,834.50	\$0.00	\$0.00	\$90,781.98	\$447,274.81	\$0.00	(\$1,283,414.05)	\$9,802,477.24	\$0.00
0007 STORMWATER UTILITY FEE	\$6,224,492.93	\$2,146.99	\$0.00	\$68,638.97	(\$3,408.37)	(\$35.37)	(\$36,377.17)	\$6,255,457.98	\$0.00
0013 ROAD & BRIDGE	\$73,560,805.99	\$18,245.73	\$1,343,562.35	\$552,273.87	(\$29,570.83)	(\$274.09)	(\$1,740,996.41)	\$73,704,046.61	\$0.00
0015 SOC SVCS (WELFARE)	\$14,480,723.72	\$33,029.24	\$0.00	\$3,436,581.71	(\$456,694.93)	\$0.00	(\$5,293,926.16)	\$12,199,713.58	\$0.00
0018 RETIREMENT	\$3,692.72	\$4,219.18	\$0.00	(\$25.04)	\$0.00	(\$63.03)	(\$18,071.52)	(\$10,247.69)	\$0.00
0019 INSUR CLAIMS & RESERVES	\$7,348,689.41	\$0.00	\$0.00	\$32,670.08	\$1,651,173.96	\$0.00	(\$2,143,683.33)	\$6,888,850.12	\$0.00
0020 DEVELOPMENTALLY DISABLED	\$1,471,248.45	\$3,606.97	\$0.00	\$0.00	\$0.00	(\$54.16)	\$0.00	\$1,474,801.26	\$0.00
0024 CONSERVATION TRUST FUND	\$2,037,707.58	\$0.00	\$0.00	\$3,667.33	(\$11,912.24)	\$0.00	(\$24,159.59)	\$2,005,303.08	\$0.00
0025 WASTE MANAGEMENT FUND	\$4,376,245.58	\$0.00	\$0.00	\$31,812.53	(\$533.73)	\$0.00	(\$250,494.68)	\$4,157,029.70	\$0.00
0027 OPEN SPACE PROJECTS FUND	\$3,265,917.03	\$0.00	\$0.00	\$7,632.66	\$730,530.59	\$0.00	(\$569,024.76)	\$3,435,055.52	\$0.00
0028 OPEN SPACE SALES TAX FUND	\$41,582,289.43	\$0.00	\$0.00	\$78,645.65	\$943,654.58	\$0.00	(\$62,115.42)	\$42,542,474.24	\$0.00
0029 DIA NOISE MITIGATION FUND	\$1,386,133.33	\$0.00	\$0.00	\$2,712.02	\$0.00	\$0.00	\$0.00	\$1,388,845.35	\$0.00
0030 COMM DEV BLK GRANT AD CO	\$1,743,975.58	\$0.00	\$0.00	\$82,054.44	(\$6,598.65)	\$0.00	(\$47,713.86)	\$1,771,717.51	\$0.00
0031 HEAD START	(\$217,406.92)	\$0.00	\$0.00	\$366,624.47	(\$50,892.83)	\$0.00	(\$377,076.75)	(\$278,752.03)	\$0.00
0034 COMM SERV BLOCK GRANT	(\$153,592.72)	\$0.00	\$0.00	\$90,329.64	(\$1,283.22)	\$0.00	(\$45,432.94)	(\$109,979.24)	\$0.00
0035 EMPLOYMENT CENTER (JTPA)	(\$114,487.97)	\$0.00	\$0.00	\$163,494.85	(\$92,397.62)	\$0.00	(\$402,249.02)	(\$445,639.76)	\$0.00
0043 FRONT RANGE AIRPORT	\$2,093,392.71	\$0.00	\$0.00	\$217,146.57	(\$34,389.97)	\$0.00	(\$465,949.99)	\$1,810,199.32	\$0.00
5410 SHERIFFS COMMISSARY	\$2,594,305.40	\$0.00	\$0.00	\$112,712.75	(\$71,827.70)	\$0.00	\$0.00	\$2,635,190.45	\$0.00
5420 SHERIFFS INTEL CONFIS	\$7,647.84	\$0.00	\$0.00	\$2.42	\$0.00	\$0.00	\$0.00	\$7,650.26	\$0.00
5430 SHERIFFS REC & FLOWER	\$5,649.29	\$0.00	\$0.00	\$1.79	\$0.00	\$0.00	\$0.00	\$5,651.08	\$0.00
5460 AIRPORT NOISE	\$783,123.97	\$0.00	\$0.00	\$1,053.65	(\$12,730.24)	\$0.00	\$0.00	\$771,447.38	\$0.00
5480 SALES TAX RECEIPT ACCT	\$232,247.83	\$0.00	\$0.00	\$5,041,701.25	(\$5,054,493.00)	\$0.00	\$0.00	\$219,456.08	\$0.00
Total:	\$369,358,821.90	\$384,836.74	\$1,343,562.35	\$16,799,517.77	(\$1,043,673.97)	(\$5,288.37)	(\$31,873,218.77)	\$354,964,557.65	\$0.00

Brigitte C. Quinn



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 20, 2018
SUBJECT: 2018 Abstract of Assessment
FROM: Meredith Van Horn
AGENCY/DEPARTMENT: County Attorney's Office
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve and authorize the Chair to sign the 2018 Abstract of Assessment.

BACKGROUND:

Colorado Revised Statutes § 39-5-123 requires that an Abstract of Assessment be prepared and submitted by all county assessors to the Colorado State Division of Property Taxation every year no later than November 21. The attached Abstract of Assessment was prepared by the Assessor's office and needs the signature of the Chair of the BOCC so that it can be sent to the State in compliance with the statutory requirement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Assessor's Office

ATTACHED DOCUMENTS:

Resolution

The 2018 Abstract of Assessment

Certification by Board of Equalization

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

RESOLUTION APPROVING ABSTRACT OF ASSESSMENT FOR TAX YEAR 2018

WHEREAS, C.R.S. § 39-5-123(1)(a), provides that upon the conclusion of hearings by the County Board of Equalization, the Assessor shall complete the assessment roll of all taxable property within the county and shall, no later than November 21, prepare and sign an Abstract of Assessment; and,

WHEREAS, C.R.S. § 39-5-123(1)(b), provides that upon completion by the Assessor of the abstract of assessment, the Chair of the Board of County Commissioners shall sign such abstract; and,

WHEREAS, the Assessor has prepared and signed an Abstract of Assessment in compliance with the statutory provisions noted herein.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Abstract of Assessment for tax year 2018, a copy of which is attached hereto and incorporated by reference is hereby approved and accepted and shall be signed by the Chair.

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

Cover Page

Year: 2018
Jurisdiction: Adams
Assessor: Patsy Melonskis
Contact: Cindy Wittmus
Phone Number: 720-523-6741
Email: cwittmus@adcogov.org
Fax Number: 720-523-6037

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

Vacant

Description	Land	Improvements:	Total:
Vacant - Possessory Interest (0010)	\$93,850	\$0	\$93,850
Residential Lots (0100)	\$79,836,320	\$0	\$79,836,320
Commercial Lots (0200)	\$102,675,370	\$0	\$102,675,370
Industrial Lots (0300)	\$25,420,630	\$0	\$25,420,630
PUD Lots (0400)	\$0	\$0	\$0
Less Than 1.0 (0510)	\$552,790	\$0	\$552,790
1.0 to 4.99 (0520)	\$2,191,180	\$0	\$2,191,180
5.0 to 9.99 (0530)	\$1,085,450	\$0	\$1,085,450
10.0 to 34.99 (0540)	\$5,480,540	\$0	\$5,480,540
35.0 to 99.99 (0550)	\$3,596,720	\$0	\$3,596,720
100.0 and Up (0560)	\$146,830	\$0	\$146,830
Minor Structures on Vacant Land (0600)	\$0	\$120,670	\$120,670
	\$221,079,680	\$120,670	\$221,200,350
Grand Total:			\$221,200,350

Adams - 2018**Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****Residential**

Description	Land	Improvements:	Total:
Possessory Interest (1020)	\$0	\$0	\$0
Single Family Residence (1112, 1212)	\$697,586,300	\$1,899,095,600	\$2,596,681,900
Farm/Ranch Residences (4277)	\$0	\$13,942,440	\$13,942,440
Duplexes-Triplexes (1115, 1215)	\$7,778,890	\$15,146,610	\$22,925,500
Multi-Units (4-8) (1120, 1220)	\$1,683,540	\$12,907,090	\$14,590,630
Multi-Units (9 & Up) (1125, 1225)	\$31,269,460	\$278,203,520	\$309,472,980
Condominiums (1230)	\$0	\$125,371,320	\$125,371,320
Manuf Housing (Mobile Homes) (1135, 1235)	\$2,748,480	\$16,355,980	\$19,104,460
Farm/Ranch Manuf Housing (Mobile Homes) (4278)	\$0	\$19,670	\$19,670
Manuf Housing (Land Park Etc.) (1140, 1240)	\$38,874,820	\$197,520	\$39,072,340
Partially Exempt (Taxable Part) (1150, 1250)	\$0	\$0	\$0
Property Not Integral to Agricultural Operation (1177, 1277)	\$369,390	\$1,736,310	\$2,105,700
Mfd Home Not Integral to Agricultural Operation (1278)	\$0	\$0	\$0
	\$780,310,880	\$2,362,976,060	\$3,143,286,940
Grand Total:			\$3,143,286,940

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

Commercial

Description	Land	Improvements:	Total:
Airport - Possessory Interest (2020)	\$0	\$139,940	\$139,940
Entertainment - Possessory Interest (2021)	\$0	\$0	\$0
Recreation - Possessory Interest (2022)	\$0	\$0	\$0
Other Comm - Possessory Interest (2023)	\$0	\$935,770	\$935,770
Merchandising (2112, 2212)	\$209,438,630	\$444,452,260	\$653,890,890
Lodging (2115, 2215)	\$18,422,040	\$47,248,680	\$65,670,720
Offices (2120, 2220)	\$35,820,190	\$99,027,800	\$134,847,990
Recreation (2125, 2225)	\$4,846,550	\$71,277,120	\$76,123,670
Limited Gaming (2127, 2227)	\$0	\$0	\$0
Special Purpose (2130, 2230)	\$131,259,800	\$164,309,660	\$295,569,460
WareHouse/Storage (2135, 2235)	\$246,197,010	\$652,346,920	\$898,543,930
Multi-Use (3+) (2140, 2240)	\$147,050	\$106,560	\$253,610
Commercial Condominiums (2245)	\$0	\$25,560,150	\$25,560,150
Partially Exempt (Taxable Part) (2150, 2250)	\$76,340	\$0	\$76,340
	\$646,207,610	\$1,505,404,860	\$2,151,612,470

Personal Property

Residential Personal Property (1410)	\$6,995,870
Comm Personal Property - Possessory Interest (2040)	\$51,250
Limited Gaming Personal Property (2405)	\$0
Other Commercial Personal Property (2410)	\$415,190,080
Renewable Energy Personal Property (2415)	\$905,620
	\$423,142,820

Grand Total:**\$2,574,755,290**

Adams - 2018**Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation**

			Industrial
Description	Land	Improvements:	Total:
Industrial - Possessory Interest (3020)	\$0	\$0	\$0
Contract/Service (3112, 3212)	\$13,071,150	\$28,401,720	\$41,472,870
Manufacturing/Processing (3115, 3215)	\$24,420,140	\$38,274,170	\$62,694,310
Manufacturing/Milling (3120, 3220)	\$0	\$0	\$0
Refining/Petroleum (3125, 3225)	\$3,014,260	\$1,620,270	\$4,634,530
Industrial Condominiums (3230)	\$0	\$0	\$0
	\$40,505,550	\$68,296,160	\$108,801,710
			Personal Property
Industrial Personal Property - Possessory Interest (3040)			\$0
Other Industrial Personal (3410)			\$187,845,440
			\$187,845,440
Grand Total:			\$296,647,150

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

			Agricultural
Description	Land	Improvements:	Total:
Agricultural - Possessory Interest (4020)	\$0	\$0	\$0
Sprinkler Irrigation (4107)	\$3,087,740	\$0	\$3,087,740
Flood Irrigation (4117)	\$1,304,560	\$0	\$1,304,560
Dry Farm Land (4127)	\$17,563,880	\$0	\$17,563,880
Meadow Hay Land (4137)	\$0	\$0	\$0
Grazing Land (4147)	\$1,679,150	\$0	\$1,679,150
Orchard Land (4157)	\$0	\$0	\$0
Farm/Ranch Waste Land (4167)	\$34,210	\$0	\$34,210
Forest Land (4177)	\$0	\$0	\$0
Farm/Ranch Support Buildings (4279)	\$0	\$6,493,770	\$6,493,770
All Other AG Property [CRS 39-1-102] (4180, 4280)	\$724,890	\$3,116,770	\$3,841,660
	\$24,394,430	\$9,610,540	\$34,004,970
			Personal Property
All Other AG Personal (4410)			\$1,540
			\$1,540
Grand Total:			\$34,006,510

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

Natural Resources

Description	Land	Improvements:	Total:
Coal (5110, 5210)	\$0	\$0	\$0
Earth or Stone Products (5120, 5220)	\$17,170	\$14,480	\$31,650
Non-Producing Patented Mining Claims (5140, 5240)	\$0	\$0	\$0
Non-Producing Unpatented Mining Claim Imps (5250)	\$0	\$0	\$0
Severed Mineral Interests (5170)	\$594,300	\$0	\$594,300
	\$611,470	\$14,480	\$625,950

Personal Property

Coal (5410)	\$0
Earth or Stone Products (5420)	\$3,491,460
Non-Producing Patented Mining Claims (5440)	\$0
Non-Producing Unpatented Mining Claims (5450)	\$0

\$3,491,460**Grand Total:****\$4,117,410**

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

Producing Mines

Description	Land	Improvements:	Total:
Molybdenum (6110, 6210)	\$0	\$0	\$0
Precious Metals (6120, 6220)	\$0	\$0	\$0
Base Metals (6130, 6230)	\$0	\$0	\$0
Strategic Minerals (6140, 6240)	\$0	\$0	\$0
Oil Shale/Retort (6150, 6250)	\$0	\$0	\$0
	\$0	\$0	\$0

Personal Property

Molybdenum (6410)	\$0
Precious Metals (6420)	\$0
Base Metals (6430)	\$0
Strategic Minerals (6440)	\$0
Oil Shale/Retort (6450)	\$0

Grand Total:**\$0**

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

Oil and Gas

Description	Land	Improvements:	Total:
Producing Oil Primary (7110, 7210)	\$28,052,120	\$0	\$28,052,120
Producing Oil Secondary (7120, 7220)	\$393,250	\$0	\$393,250
Producing Gas Primary (7130, 7230)	\$7,449,750	\$0	\$7,449,750
Producing Gas Secondary (7140, 7240)	\$18,670	\$0	\$18,670
CO2 (7145, 7245)	\$0	\$0	\$0
Helium (7147, 7247)	\$0	\$0	\$0
Oil Shale/In Situ (7150, 7250)	\$0	\$0	\$0
Natural Gas Liquids and/or Oil & Gas Condensate (7155, 7255)	\$847,330	\$0	\$847,330
	\$36,761,120	\$0	\$36,761,120

Personal Property

Producing Oil Primary (7410)	\$1,324,110
Producing Oil Secondary (7420)	\$52,910
Producing Gas Primary (7430)	\$4,475,620
Producing Gas Secondary (7440)	\$0
CO2 (7445)	\$0
Helium (7447)	\$0
Oil Shale/In Situ (7450)	\$0
Natural Gas Liquids and/or Oil & Gas Condensate (7455)	\$0
Pipeline Gathering System (7460)	\$28,265,410
Oil and Gas Rotary Drill Rigs (7470)	\$365,840
	\$34,483,890
Grand Total:	\$71,245,010

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

State Assessed

Description	Land	Improvements:	Total:
Total Real (8299)	\$64,937,940	\$0	\$64,937,940
	\$64,937,940	\$0	\$64,937,940
			Personal Property
Total Personal (8499)			\$522,551,160
			\$522,551,160
Grand Total:			\$587,489,100

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

Exempt

Description	Land	Improvements:	Total:
Residential Federal Property (9110, 9210)	\$0	\$0	\$0
Non-Residential Federal Property (9119, 9219)	\$63,595,600	\$1,107,350	\$64,702,950
Residential State Property (9120, 9220)	\$74,340	\$1,643,870	\$1,718,210
Non-Residential State Property (9129, 9229)	\$19,894,380	\$105,628,250	\$125,522,630
Residential County Property (9130, 9230)	\$165,000	\$223,440	\$388,440
Non-Residential County Property (9139, 9239)	\$19,449,760	\$87,603,160	\$107,052,920
Residential Political Subdivision Property (9140, 9240)	\$1,549,570	\$10,768,570	\$12,318,140
Non-Residential Political Subdivision Property (9149, 9249)	\$205,337,450	\$737,212,390	\$942,549,840
Residential Religious Purposes (9150, 9250)	\$1,299,130	\$4,188,650	\$5,487,780
Non-residential Religious Purposes (9159, 9259)	\$23,646,990	\$63,901,270	\$87,548,260
Residential Private Schools (9160, 9260)	\$0	\$0	\$0
Non-residential Private Schools (9169, 9269)	\$1,222,340	\$6,165,490	\$7,387,830
Residential Charitable (9170, 9270)	\$1,094,830	\$4,695,890	\$5,790,720
Non-residential Charitable (9179, 9279)	\$23,756,510	\$73,793,580	\$97,550,090
Residential All Other (9190, 9290)	\$9,074,360	\$8,586,680	\$17,661,040
Non-Residential All Other (9199, 9299)	\$0	\$2,018,440	\$2,018,440
	\$370,160,260	\$1,107,537,030	\$1,477,697,290
Grand Total:			\$1,477,697,290

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

New Construction by School District

Adams 12 Five Star Schools

Description:	New Const.:	Demo Dest.:	Net Total:
Residential Real Property (Including Ag Res MH's)	\$17,132,230	\$0	\$17,132,230
Residential Personal Property (Only)	\$0	\$0	\$0
Commercial	\$53,746,850	\$0	\$53,746,850
Industrial	\$0	\$0	\$0
Agricultural (Excluding Ag Res & Res MH's)	\$0	\$0	\$0
Natural Resources	\$0	\$0	\$0
Producing Mines	\$0	\$0	\$0
Oil & Gas	\$0	\$0	\$0
State Assessed:	\$82,900		\$82,900
Total:	\$70,961,980	\$0	\$70,961,980

Adams County 14 School District

Description:	New Const.:	Demo Dest.:	Net Total:
Residential Real Property (Including Ag Res MH's)	\$1,531,070	\$-14,620	\$1,516,450
Residential Personal Property (Only)	\$0	\$0	\$0
Commercial	\$2,288,710	\$0	\$2,288,710
Industrial	\$0	\$0	\$0
Agricultural (Excluding Ag Res & Res MH's)	\$8,430	\$0	\$8,430
Natural Resources	\$0	\$0	\$0
Producing Mines	\$0	\$0	\$0
Oil & Gas	\$0	\$0	\$0
State Assessed:	\$0		\$0
Total:	\$3,828,210	\$-14,620	\$3,813,590

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

New Construction by School District

Adams-Arapahoe 28J School District

Description:	New Const.:	Demo Dest.:	Net Total:
Residential Real Property (Including Ag Res MH's)	\$4,004,440	\$-660	\$4,003,780
Residential Personal Property (Only)	\$0	\$0	\$0
Commercial	\$23,692,460	\$0	\$23,692,460
Industrial	\$0	\$0	\$0
Agricultural (Excluding Ag Res & Res MH's)	\$13,050	\$0	\$13,050
Natural Resources	\$0	\$0	\$0
Producing Mines	\$0	\$0	\$0
Oil & Gas	\$0	\$0	\$0
State Assessed:	\$129,100		\$129,100
Total:	\$27,839,050	\$-660	\$27,838,390

Bennett 29J School District

Description:	New Const.:	Demo Dest.:	Net Total:
Residential Real Property (Including Ag Res MH's)	\$320,440	\$-510	\$319,930
Residential Personal Property (Only)	\$0	\$0	\$0
Commercial	\$0	\$0	\$0
Industrial	\$0	\$0	\$0
Agricultural (Excluding Ag Res & Res MH's)	\$114,100	\$0	\$114,100
Natural Resources	\$0	\$0	\$0
Producing Mines	\$0	\$0	\$0
Oil & Gas	\$0	\$0	\$0
State Assessed:	\$3,971,800		\$3,971,800
Total:	\$4,406,340	\$-510	\$4,405,830

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

New Construction by School District

Brighton 27J School District

Description:	New Const.:	Demo Dest.:	Net Total:
Residential Real Property (Including Ag Res MH's)	\$31,060,060	\$-82,550	\$30,977,510
Residential Personal Property (Only)	\$0	\$0	\$0
Commercial	\$114,931,500	\$0	\$114,931,500
Industrial	\$0	\$0	\$0
Agricultural (Excluding Ag Res & Res MH's)	\$101,500	\$0	\$101,500
Natural Resources	\$0	\$0	\$0
Producing Mines	\$0	\$0	\$0
Oil & Gas	\$14,146,030	\$0	\$14,146,030
State Assessed:	\$0		\$0
Total:	\$160,239,090	\$-82,550	\$160,156,540

Byers 32J School District

Description:	New Const.:	Demo Dest.:	Net Total:
Residential Real Property (Including Ag Res MH's)	\$34,260	\$0	\$34,260
Residential Personal Property (Only)	\$0	\$0	\$0
Commercial	\$0	\$0	\$0
Industrial	\$0	\$0	\$0
Agricultural (Excluding Ag Res & Res MH's)	\$21,370	\$0	\$21,370
Natural Resources	\$0	\$0	\$0
Producing Mines	\$0	\$0	\$0
Oil & Gas	\$0	\$0	\$0
State Assessed:	\$0		\$0
Total:	\$55,630	\$0	\$55,630

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

New Construction by School District

Deer Trail 26J School District

Description:	New Const.:	Demo Dest.:	Net Total:
Residential Real Property (Including Ag Res MH's)	\$0	\$0	\$0
Residential Personal Property (Only)	\$0	\$0	\$0
Commercial	\$0	\$0	\$0
Industrial	\$0	\$0	\$0
Agricultural (Excluding Ag Res & Res MH's)	\$0	\$0	\$0
Natural Resources	\$0	\$0	\$0
Producing Mines	\$0	\$0	\$0
Oil & Gas	\$0	\$0	\$0
State Assessed:	\$0		\$0
Total:	\$0	\$0	\$0

Keenesburg RE-3J School District

Description:	New Const.:	Demo Dest.:	Net Total:
Residential Real Property (Including Ag Res MH's)	\$32,150	\$0	\$32,150
Residential Personal Property (Only)	\$0	\$0	\$0
Commercial	\$0	\$0	\$0
Industrial	\$18,330	\$0	\$18,330
Agricultural (Excluding Ag Res & Res MH's)	\$0	\$0	\$0
Natural Resources	\$0	\$0	\$0
Producing Mines	\$0	\$0	\$0
Oil & Gas	\$6,040	\$0	\$6,040
State Assessed:	\$0		\$0
Total:	\$56,520	\$0	\$56,520

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

New Construction by School District

Mapleton 1 School District

Description:	New Const.:	Demo Dest.:	Net Total:
Residential Real Property (Including Ag Res MH's)	\$5,309,420	\$-270	\$5,309,150
Residential Personal Property (Only)	\$0	\$0	\$0
Commercial	\$10,076,220	\$0	\$10,076,220
Industrial	\$0	\$0	\$0
Agricultural (Excluding Ag Res & Res MH's)	\$17,830	\$0	\$17,830
Natural Resources	\$0	\$0	\$0
Producing Mines	\$0	\$0	\$0
Oil & Gas	\$0	\$0	\$0
State Assessed:	\$0		\$0
Total:	\$15,403,470	\$-270	\$15,403,200

Strasburg 31J School District

Description:	New Const.:	Demo Dest.:	Net Total:
Residential Real Property (Including Ag Res MH's)	\$750,570	\$0	\$750,570
Residential Personal Property (Only)	\$0	\$0	\$0
Commercial	\$29,830	\$0	\$29,830
Industrial	\$0	\$0	\$0
Agricultural (Excluding Ag Res & Res MH's)	\$8,000	\$0	\$8,000
Natural Resources	\$0	\$0	\$0
Producing Mines	\$0	\$0	\$0
Oil & Gas	\$0	\$0	\$0
State Assessed:	\$0		\$0
Total:	\$788,400	\$0	\$788,400

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

New Construction by School District

Westminster 50 School District

Description:	New Const.:	Demo Dest.:	Net Total:
Residential Real Property (Including Ag Res MH's)	\$671,280	\$-100	\$671,180
Residential Personal Property (Only)	\$0	\$0	\$0
Commercial	\$279,130	\$0	\$279,130
Industrial	\$0	\$0	\$0
Agricultural (Excluding Ag Res & Res MH's)	\$0	\$0	\$0
Natural Resources	\$0	\$0	\$0
Producing Mines	\$0	\$0	\$0
Oil & Gas	\$0	\$0	\$0
State Assessed:	\$991,600		\$991,600
Total:	\$1,942,010	\$-100	\$1,941,910

Wiggins RE-50(J) School District

Description:	New Const.:	Demo Dest.:	Net Total:
Residential Real Property (Including Ag Res MH's)	\$21,940	\$0	\$21,940
Residential Personal Property (Only)	\$0	\$0	\$0
Commercial	\$0	\$0	\$0
Industrial	\$0	\$0	\$0
Agricultural (Excluding Ag Res & Res MH's)	\$31,540	\$0	\$31,540
Natural Resources	\$0	\$0	\$0
Producing Mines	\$0	\$0	\$0
Oil & Gas	\$0	\$0	\$0
State Assessed:	\$0		\$0
Total:	\$53,480	\$0	\$53,480

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

New Construction

Description:	New Const.:	Demo Dest.:	Net Total:
Residential Real Property (Including Ag Res MH's)	\$60,867,860	\$-98,710	\$60,769,150
Residential Personal Property (Only)	\$0	\$0	\$0
Commercial	\$205,044,700	\$0	\$205,044,700
Industrial	\$18,330	\$0	\$18,330
Agricultural (Excluding Ag Res & Res MH's)	\$315,820	\$0	\$315,820
Natural Resources	\$0	\$0	\$0
Producing Mines	\$0	\$0	\$0
Oil & Gas	\$14,152,070	\$0	\$14,152,070
State Assessed:	\$5,175,400		\$5,175,400
Total:	\$285,574,180	\$-98,710	\$285,475,470

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

School Districts

ID:	Name:				
01901	Adams 12 Five Star Schools	Vacant:	\$47,593,090	Natural Resources:	\$9,880
		Residential:	\$1,398,915,140	Producing Mines:	\$0
		Commercial:	\$697,148,480	Oil & Gas:	\$2,811,370
		Industrial:	\$26,391,610	State Assessed:	\$96,688,020
		Agricultural:	\$252,640	Total:	\$2,269,810,2
01902	Adams County 14 School	Vacant:	\$25,672,050	Natural Resources:	\$2,695,880
		Residential:	\$144,581,950	Producing Mines:	\$0
		Commercial:	\$361,708,750	Oil & Gas:	\$0
		Industrial:	\$157,008,110	State Assessed:	\$48,739,840
		Agricultural:	\$255,360	Total:	\$740,661,940
64907	Adams-Arapahoe 28J School	Vacant:	\$31,340,080	Natural Resources:	\$6,850
		Residential:	\$172,867,290	Producing Mines:	\$0
		Commercial:	\$630,092,920	Oil & Gas:	\$17,570
		Industrial:	\$49,224,080	State Assessed:	\$88,765,710
		Agricultural:	\$933,580	Total:	\$973,248,080
64902	Bennett 29J School District	Vacant:	\$2,131,510	Natural Resources:	\$129,490
		Residential:	\$23,271,470	Producing Mines:	\$0
		Commercial:	\$18,867,940	Oil & Gas:	\$11,694,790
		Industrial:	\$188,360	State Assessed:	\$17,766,930
		Agricultural:	\$5,000,110	Total:	\$79,050,600
64901	Brighton 27J School District	Vacant:	\$80,769,070	Natural Resources:	\$773,110
		Residential:	\$768,890,870	Producing Mines:	\$0
		Commercial:	\$356,368,950	Oil & Gas:	\$43,951,090
		Industrial:	\$12,074,370	State Assessed:	\$80,437,890
		Agricultural:	\$6,932,870	Total:	\$1,350,198,2
64908	Byers 32J School District	Vacant:	\$86,430	Natural Resources:	\$173,990
		Residential:	\$3,364,880	Producing Mines:	\$0
		Commercial:	\$106,510	Oil & Gas:	\$4,941,830
		Industrial:	\$4,070	State Assessed:	\$15,027,210
		Agricultural:	\$9,340,770	Total:	\$33,045,690
64906	Deer Trail 26J School District	Vacant:	\$19,280	Natural Resources:	\$55,480
		Residential:	\$60,500	Producing Mines:	\$0
		Commercial:	\$677,640	Oil & Gas:	\$544,880
		Industrial:	\$542,160	State Assessed:	\$630,970
		Agricultural:	\$1,525,420	Total:	\$4,056,330

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

School Districts

ID:	Name:				
64951	Keenesburg RE-3J School	Vacant:	\$29,180	Natural Resources:	\$20,600
		Residential:	\$2,203,380	Producing Mines:	\$0
		Commercial:	\$2,890	Oil & Gas:	\$511,310
		Industrial:	\$0	State Assessed:	\$1,125,250
		Agricultural:	\$1,557,580	Total:	\$5,450,190
01900	Mapleton 1 School District	Vacant:	\$14,090,850	Natural Resources:	\$129,810
		Residential:	\$191,059,170	Producing Mines:	\$0
		Commercial:	\$309,152,960	Oil & Gas:	\$0
		Industrial:	\$37,512,450	State Assessed:	\$141,215,320
		Agricultural:	\$2,255,530	Total:	\$695,416,090
64903	Strasburg 31J School District	Vacant:	\$731,550	Natural Resources:	\$102,750
		Residential:	\$27,861,100	Producing Mines:	\$0
		Commercial:	\$2,429,600	Oil & Gas:	\$6,313,910
		Industrial:	\$0	State Assessed:	\$27,003,480
		Agricultural:	\$4,818,370	Total:	\$69,260,760
01910	Westminster 50 School	Vacant:	\$14,713,280	Natural Resources:	\$2,990
		Residential:	\$409,962,880	Producing Mines:	\$0
		Commercial:	\$187,929,530	Oil & Gas:	\$0
		Industrial:	\$13,697,240	State Assessed:	\$68,793,380
		Agricultural:	\$170,050	Total:	\$695,269,350
64940	Wiggins RE-50(J) School	Vacant:	\$830	Natural Resources:	\$16,580
		Residential:	\$233,620	Producing Mines:	\$0
		Commercial:	\$0	Oil & Gas:	\$458,260
		Industrial:	\$4,700	State Assessed:	\$1,295,100
		Agricultural:	\$997,890	Total:	\$3,006,980
TOTAL:		Vacant:	\$217,177,200	Natural Resources:	\$4,117,410
		Residential:	\$3,143,272,250	Producing Mines:	\$0
		Commercial:	\$2,564,486,170	Oil & Gas:	\$71,245,010
		Industrial:	\$296,647,150	State Assessed:	\$587,489,100
		Agricultural:	\$34,040,170	Total:	\$6,918,474,4

Tax Increment Financing:

ID:	Name:	Base:	Increment:	Total:
01901	Adams 12 Five Star Schools	\$199,805,983	\$172,579,436	\$372,385,419
01902	Adams County 14 School	\$4,541,090	\$0	\$4,541,090
64907	Adams-Arapahoe 28J School	\$8,677,348	\$26,735,222	\$35,412,570
64902	Bennett 29J School District	\$0	\$0	\$0

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

School Districts

ID:	Name:	Base:	Increment:	Total:
64901	Brighton 27J School District	\$56,067,966	\$145,578,612	\$201,646,578
64908	Byers 32J School District	\$0	\$0	\$0
64906	Deer Trail 26J School District	\$0	\$0	\$0
64951	Keenesburg RE-3J School	\$0	\$0	\$0
01900	Mapleton 1 School District	\$109,269	\$15,422,551	\$15,531,820
64903	Strasburg 31J School District	\$0	\$0	\$0
01910	Westminster 50 School District	\$29,597,155	\$4,635,135	\$34,232,290
64940	Wiggins RE-50(J) School District	\$0	\$0	\$0
TOTAL:		\$298,798,811	\$364,950,956	\$663,749,767

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

Cities & Towns

ID:	Name:				
64009	Arvada, City of	Vacant:	\$6,870	Natural Resources:	\$0
		Residential:	\$24,261,720	Producing Mines:	\$0
		Commercial:	\$15,809,000	Oil & Gas:	\$0
		Industrial:	\$8,673,250	State Assessed:	\$1,386,640
		Agricultural:	\$0	Total:	\$50,137,480
64010	Aurora, City of	Vacant:	\$39,418,310	Natural Resources:	\$1,670
		Residential:	\$184,500,100	Producing Mines:	\$0
		Commercial:	\$751,211,440	Oil & Gas:	\$1,995,760
		Industrial:	\$33,481,390	State Assessed:	\$78,606,050
		Agricultural:	\$1,431,700	Total:	\$1,090,646,4
64258	Bennett, Town of	Vacant:	\$1,805,830	Natural Resources:	\$8,550
		Residential:	\$10,215,070	Producing Mines:	\$0
		Commercial:	\$9,273,480	Oil & Gas:	\$0
		Industrial:	\$123,630	State Assessed:	\$1,399,690
		Agricultural:	\$197,200	Total:	\$23,023,450
64029	Brighton, City of	Vacant:	\$23,419,780	Natural Resources:	\$5,320
		Residential:	\$220,063,570	Producing Mines:	\$0
		Commercial:	\$142,718,990	Oil & Gas:	\$804,850
		Industrial:	\$4,858,120	State Assessed:	\$16,689,710
		Agricultural:	\$395,360	Total:	\$408,955,700
01005	Commerce City, City of	Vacant:	\$43,579,590	Natural Resources:	\$5,070
		Residential:	\$328,552,840	Producing Mines:	\$0
		Commercial:	\$383,927,340	Oil & Gas:	\$379,110
		Industrial:	\$152,466,380	State Assessed:	\$43,992,520
		Agricultural:	\$457,160	Total:	\$953,360,010
01009	Federal Heights, City of	Vacant:	\$1,006,030	Natural Resources:	\$0
		Residential:	\$47,448,510	Producing Mines:	\$0
		Commercial:	\$36,060,380	Oil & Gas:	\$0
		Industrial:	\$0	State Assessed:	\$5,539,140
		Agricultural:	\$1,800	Total:	\$90,055,860
62038	Lochbuie, Town of	Vacant:	\$18,560	Natural Resources:	\$0
		Residential:	\$38,630	Producing Mines:	\$0
		Commercial:	\$0	Oil & Gas:	\$11,830
		Industrial:	\$0	State Assessed:	\$28,140
		Agricultural:	\$740	Total:	\$97,900

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

Cities & Towns

ID:	Name:				
64198	Northglenn, City of	Vacant:	\$2,581,950	Natural Resources:	\$150
		Residential:	\$229,406,160	Producing Mines:	\$0
		Commercial:	\$104,531,720	Oil & Gas:	\$0
		Industrial:	\$4,718,870	State Assessed:	\$12,783,100
		Agricultural:	\$28,890	Total:	\$354,050,840
64264	Thornton, City of	Vacant:	\$55,639,620	Natural Resources:	\$910
		Residential:	\$936,453,790	Producing Mines:	\$0
		Commercial:	\$371,883,820	Oil & Gas:	\$2,681,660
		Industrial:	\$3,841,120	State Assessed:	\$56,853,360
		Agricultural:	\$222,180	Total:	\$1,427,576,4
64153	Westminster, City of	Vacant:	\$13,895,390	Natural Resources:	\$320
		Residential:	\$559,688,000	Producing Mines:	\$0
		Commercial:	\$301,593,970	Oil & Gas:	\$49,200
		Industrial:	\$18,254,190	State Assessed:	\$54,121,210
		Agricultural:	\$9,650	Total:	\$947,611,930
TOTAL:		Vacant:	\$181,371,930	Natural Resources:	\$21,990
		Residential:	\$2,540,628,390	Producing Mines:	\$0
		Commercial:	\$2,117,010,140	Oil & Gas:	\$5,922,410
		Industrial:	\$226,416,950	State Assessed:	\$271,399,560
		Agricultural:	\$2,744,680	Total:	\$5,345,516,0

Tax Increment Financing:

ID:	Name:	Base:	Increment:	Total:
64009	Arvada, City of	\$0	\$0	\$0
64010	Aurora, City of	\$10,194,163	\$144,819,111	\$155,013,274
64258	Bennett, Town of	\$0	\$0	\$0
64029	Brighton, City of	\$53,966,261	\$19,754,088	\$73,720,349
01005	Commerce City, City of	\$4,541,090	\$0	\$4,541,090
01009	Federal Heights, City of	\$31,507,740	\$22,834,170	\$54,341,910
62038	Lochbuie, Town of	\$0	\$0	\$0
64198	Northglenn, City of	\$54,600,351	\$11,608,029	\$66,208,380
64264	Thornton, City of	\$116,323,826	\$68,982,948	\$185,306,774
64153	Westminster, City of	\$27,292,766	\$81,527,114	\$108,819,880
TOTAL:		\$298,426,197	\$349,525,460	\$647,951,657

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

Abstract Counts

Vacant	Count:	Type:	Abstract Value:
Vacant - Possessory Interest (0010)	51	Leases	\$93,850
Residential Lots (0100)	11,343	Parcels	\$79,836,320
Commercial Lots (0200)	1,211	Parcels	\$102,675,370
Industrial Lots (0300)	299	Parcels	\$25,420,630
PUD Lots (0400)	0	Parcels	\$0
Less Than 1.0 (0510)	79	Parcels	\$552,790
1.0 to 4.99 (0520)	78	Parcels	\$2,191,180
5.0 to 9.99 (0530)	26	Parcels	\$1,085,450
10.0 to 34.99 (0540)	68	Parcels	\$5,480,540
35.0 to 99.99 (0550)	40	Parcels	\$3,596,720
100.0 and Up (0560)	1	Parcels	\$146,830
Residential	Count:	Type:	Abstract Value:
Possessory Interest (1020)	0	Leases	\$0
Single Family Residence (1112, 1212)	128,709	Parcels	\$2,596,681,900
	117,539	Residence	
Farm/Ranch Residences (4277)	733	Residence	\$13,942,440
Duplexes-Triplexes (1115, 1215)	1,113	Parcels	\$22,925,500
	1,123	Residence	
Multi-Units (4-8) (1120, 1220)	426	Parcels	\$14,590,630
	427	Residence	
Multi-Units (9 & Up) (1125, 1225)	517	Parcels	\$309,472,980
	514	Residence	
Condominiums (1230)	9,166	Residence	\$125,371,320
Manuf Housing (Mobile Homes) (1135, 1235)	1,130	Parcels	\$19,104,460
	11,389	Residence	
Farm/Ranch Manuf Housing (Mobile Homes) (4278)	5	Residence	\$19,670
Manuf Housing (Land Park Etc.) (1140, 1240)	87	Parks	\$39,072,340
Partially Exempt (Taxable Part) (1150, 1250)	0	Parcels	\$0
Property Not Integral to Agricultural Operation (1177, 1277)	88	Parcels	\$2,105,700
	102	Residence	
Mfd Home Not Integral to Agricultural Operation (1278)	0	Residence	\$0
Commercial	Count:	Type:	Abstract Value:
Airport - Possessory Interest (2020)	14	Leases	\$139,940
Entertainment - Possessory Interest (2021)	0	Leases	\$0
Recreation - Possessory Interest (2022)	0	Leases	\$0
Other Comm - Possessory Interest (2023)	1	Leases	\$935,770
Merchandising (2112, 2212)	1,575	Parcels	\$653,890,890
Lodging (2115, 2215)	62	Parcels	\$65,670,720

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

Abstract Counts

Commercial	Count:	Type:	Abstract Value:
Offices (2120, 2220)	545	Parcels	\$134,847,990
Recreation (2125, 2225)	38	Parcels	\$76,123,670
Limited Gaming (2127, 2227)	0	Parcels	\$0
Special Purpose (2130, 2230)	1,245	Parcels	\$295,569,460
WareHouse/Storage (2135, 2235)	1,491	Parcels	\$898,543,930
Multi-Use (3+) (2140, 2240)	2	Parcels	\$253,610
Partially Exempt (Taxable Part) (2150, 2250)	1	Parcels	\$76,340
Residential Personal Property (1410)	150	Schedules	\$6,995,870
Comm Personal Property - Possessory Interest (2040)	3	Schedules	\$51,250
Limited Gaming Personal Property (2405)	0	Schedules	\$0
Other Commercial Personal Property (2410)	7,327	Schedules	\$415,190,080
Renewable Energy Personal Property (2415)	41	Schedules	\$905,620
Industrial	Count:	Type:	Abstract Value:
Industrial - Possessory Interest (3020)	0	Leases	\$0
Contract/Service (3112, 3212)	83	Parcels	\$41,472,870
Manufacturing/Processing (3115, 3215)	113	Parcels	\$62,694,310
Manufacturing/Milling (3120, 3220)	0	Parcels	\$0
Refining/Petroleum (3125, 3225)	7	Parcels	\$4,634,530
Industrial Personal Property - Possessory Interest (3040)	0	Schedules	\$0
Other Industrial Personal (3410)	94	Schedules	\$187,845,440
Agricultural	Count:	Type:	Abstract Value:
Agricultural - Possessory Interest (4020)	0	Leases	\$0
Sprinkler Irrigation (4107)	392	Acres	\$3,087,740
Flood Irrigation (4117)	510	Acres	\$1,304,560
Dry Farm Land (4127)	4,835	Acres	\$17,563,880
Meadow Hay Land (4137)	0	Acres	\$0
Grazing Land (4147)	1,384	Acres	\$1,679,150
Orchard Land (4157)	0	Acres	\$0
Farm/Ranch Waste Land (4167)	515	Acres	\$34,210
Forest Land (4177)	0	Acres	\$0
All Other AG Property [CRS 39-1-102] (4180, 4280)	29	Acres	\$3,841,660
All Other AG Personal (4410)	1	Schedules	\$1,540
Natural Resources	Count:	Type:	Abstract Value:
Coal (5110, 5210, 5410)	0	Mines	\$0
	0	Schedules	
	0	Tons	

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

Abstract Counts

Natural Resources	Count:	Type:	Abstract Value:
Earth or Stone Products (5120, 5220, 5420)	7	Operations	\$3,523,110
	11	Schedules	
	0	Tons	
Non-Producing Patented Mining Claims (5140, 5240, 5440)	0	Acres	\$0
	0	Schedules	
Non-Producing Unpatented Mining Claim Imps (5250)	0	Structures	\$0
Non-Producing Unpatented Mining Claims (5450)	0	Schedules	\$0
Severed Mineral Interests (5170)	782	Acres	\$594,300
Producing Mines	Count:	Type:	Abstract Value:
Molybdenum (6110, 6210, 6410)	0	Mines	\$0
	0	Schedules	
	0	Tons	
Precious Metals (6120, 6220, 6420)	0	Mines	\$0
	0	Schedules	
	0	Tons	
Base Metals (6130, 6230, 6430)	0	Mines	\$0
	0	Schedules	
	0	Tons	
Strategic Minerals (6140, 6240, 6440)	0	Mines	\$0
	0	Schedules	
	0	Tons	
Oil Shale/Retort (6150, 6250, 6450)	0	Operations	\$0
	0	Schedules	
	0	Tons	
Oil and Gas	Count:	Type:	Abstract Value:
Producing Oil Primary (7110, 7210, 7410)	752,778	BBL's	\$29,376,230
	169	Schedules	
	923	Wells	
Producing Oil Secondary (7120, 7220, 7420)	12,770	BBL's	\$446,160
	16	Schedules	
	9	Wells	
Producing Gas Primary (7130, 7230, 7430)	4,038,349	MCF's	\$11,925,370
	762	Schedules	
	821	Wells	
Producing Gas Secondary (7140, 7240, 7440)	7,355	MCF's	\$18,670
	0	Schedules	
	8	Wells	

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

Abstract Counts

Oil and Gas	Count:	Type:	Abstract Value:
CO2 (7145, 7245, 7445)	0	MCF's	\$0
	0	Schedules	
	0	Wells	
Helium (7147, 7247, 7447)	0	MCF's	\$0
	0	Schedules	
	0	Wells	
Oil Shale/In Situ (7150, 7250, 7450)	0	BBL's	\$0
	0	Operations	
	0	Schedules	
Natural Gas Liquids and/or Oil & Gas Condensate (7155, 7255, 7455)	2,763,681	BBL's	\$847,330
Pipeline Gathering System (7460)	80	Schedules	\$28,265,410
Oil and Gas Rotary Drill Rigs (7470)	3	Schedules	\$365,840
Exempt	Count:	Type:	Abstract Value:
Residential Federal Property (9110, 9210)	0	Parcels	\$0
Non-Residential Federal Property (9119, 9219)	63	Parcels	\$64,702,950
Residential State Property (9120, 9220)	2	Parcels	\$1,718,210
Non-Residential State Property (9129, 9229)	184	Parcels	\$125,522,630
Residential County Property (9130, 9230)	8	Parcels	\$388,440
Non-Residential County Property (9139, 9239)	599	Parcels	\$107,052,920
Residential Political Subdivision Property (9140, 9240)	112	Parcels	\$12,318,140
Non-Residential Political Subdivision Property (9149, 9249)	3,591	Parcels	\$942,549,840
Residential Religious Purposes (9150, 9250)	51	Parcels	\$5,487,780
Non-residential Religious Purposes (9159, 9259)	292	Parcels	\$87,548,260
Residential Private Schools (9160, 9260)	0	Parcels	\$0
Non-residential Private Schools (9169, 9269)	11	Parcels	\$7,387,830
Residential Charitable (9170, 9270)	32	Parcels	\$5,790,720
Non-residential Charitable (9179, 9279)	125	Parcels	\$97,550,090
Residential All Other (9190, 9290)	65	Parcels	\$17,661,040
Non-Residential All Other (9199, 9299)	0	Parcels	\$2,018,440

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

Summary of Assessment

Description:	LAND:	IMPS:	PERS:	Total:
Vacant	221,079,680	\$120,670	\$0	\$221,200,350
Agricultural	24,394,430	\$9,610,540	\$1,540	\$34,006,510
Producing Mines	0	\$0	\$0	\$0
Industrial	40,505,550	\$68,296,160	\$187,845,440	\$296,647,150
Oil and Gas	36,761,120	\$0	\$34,483,890	\$71,245,010
Residential	780,310,880	\$2,362,976,060	\$0	\$3,143,286,940
Commercial	646,207,610	\$1,505,404,860	\$423,142,820	\$2,574,755,290
Natural Resources	611,470	\$14,480	\$3,491,460	\$4,117,410
Total Assessor:	\$1,749,870,740	\$3,946,422,770	\$648,965,150	\$6,345,258,660
State Assessed	\$64,937,940	\$0	\$522,551,160	\$587,489,100
Total State Assessed:	\$64,937,940	\$0	\$522,551,160	\$587,489,100
Total Taxable:	\$1,814,808,680	\$3,946,422,770	\$1,171,516,310	\$6,932,747,760
Exempt	\$370,160,260	\$1,107,537,030	\$0	\$1,477,697,290
Total Exempt:	\$370,160,260	\$1,107,537,030	\$0	\$1,477,697,290
Grand Total:	\$2,184,968,940	\$5,053,959,800	\$1,171,516,310	\$8,410,445,050

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

CBOE Changes:

Vacant	Count:	Land:	Imp:	Pers:	Total:
Vacant - Possessory Interest (0010)	0	0	0	0	0
Residential Lots (0100)	1	-37,110	0	0	-37,110
Commercial Lots (0200)	4	-3,986,040	0	0	-3,986,040
Industrial Lots (0300)	0	0	0	0	0
PUD Lots (0400)	0	0	0	0	0
Less Than 1.0 (0510)	0	0	0	0	0
1.0 to 4.99 (0520)	0	0	0	0	0
5.0 to 9.99 (0530)	0	0	0	0	0
10.0 to 34.99 (0540)	0	0	0	0	0
35.0 to 99.99 (0550)	0	0	0	0	0
100.0 and Up (0560)	0	0	0	0	0
Minor Structures on Vacant Land (0600)	0	0	0	0	0
Total:	5	-4,023,150	0	0	-4,023,150
Residential	Count:	Land:	Imp:	Pers:	Total:
Possessory Interest (1020)	0	0	0	0	0
Single Family Residence (1112, 1212)	3	-6,400	-28,970	0	-35,370
Farm/Ranch Residences (4277)	1	0	22,750	0	22,750
Duplexes-Triplexes (1115, 1215)	0	0	0	0	0
Multi-Units (4-8) (1120, 1220)	0	0	0	0	0
Multi-Units (9 & Up) (1125, 1225)	0	0	0	0	0
Condominiums (1230)	2	0	-2,070	0	-2,070
Manuf Housing (Mobile Homes) (1135, 1235)	0	0	0	0	0
Farm/Ranch Manuf Housing (Mobile Homes) (4278)	0	0	0	0	0
Manuf Housing (Land Park Etc.) (1140, 1240)	0	0	0	0	0
Partially Exempt (Taxable Part) (1150, 1250)	0	0	0	0	0
Property Not Integral to Agricultural Operation (1177, 1277)	0	0	0	0	0
Mfd Home Not Integral to Agricultural Operation (1278)	0	0	0	0	0
Total:	6	-6,400	-8,290	0	-14,690
Commercial	Count:	Land:	Imp:	Pers:	Total:
Airport - Possessory Interest (2020)	0	0	0	0	0
Entertainment - Possessory Interest (2021)	0	0	0	0	0
Recreation - Possessory Interest (2022)	0	0	0	0	0
Other Comm - Possessory Interest (2023)	0	0	0	0	0
Merchandising (2112, 2212)	0	0	0	0	0
Lodging (2115, 2215)	0	0	0	0	0
Offices (2120, 2220)	1	0	-126,500	0	-126,500
Recreation (2125, 2225)	0	0	0	0	0

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

CBOE Changes:

Commercial	Count:	Land:	Imp:	Pers:	Total:
Limited Gaming (2127, 2227)	0	0	0	0	0
Special Purpose (2130, 2230)	1	0	-74,060	0	-74,060
WareHouse/Storage (2135, 2235)	6	0	-5,828,590	0	-5,828,590
Multi-Use (3+) (2140, 2240)	0	0	0	0	0
Commercial Condominiums (2245)	0	0	0	0	0
Partially Exempt (Taxable Part) (2150, 2250)	0	0	0	0	0
Residential Personal Property (1410)	0	0	0	0	0
Comm Personal Property - Possessory Interest (2040)	0	0	0	0	0
Limited Gaming Personal Property (2405)	0	0	0	0	0
Other Commercial Personal Property (2410)	5	0	0	-4,239,970	-4,239,970
Renewable Energy Personal Property (2415)	0	0	0	0	0
Total:	13	0	-6,029,150	-4,239,970	-10,269,120
Industrial	Count:	Land:	Imp:	Pers:	Total:
Industrial - Possessory Interest (3020)	0	0	0	0	0
Contract/Service (3112, 3212)	0	0	0	0	0
Manufacturing/Processing (3115, 3215)	0	0	0	0	0
Manufacturing/Milling (3120, 3220)	0	0	0	0	0
Refining/Petroleum (3125, 3225)	0	0	0	0	0
Industrial Condominiums (3230)	0	0	0	0	0
Industrial Personal Property - Possessory Interest (3040)	0	0	0	0	0
Other Industrial Personal (3410)	0	0	0	0	0
Total:	0	0	0	0	0
Agricultural	Count:	Land:	Imp:	Pers:	Total:
Agricultural - Possessory Interest (4020)	0	0	0	0	0
Sprinkler Irrigation (4107)	0	0	0	0	0
Flood Irrigation (4117)	0	0	0	0	0
Dry Farm Land (4127)	6	30,780	0	0	30,780
Meadow Hay Land (4137)	0	0	0	0	0
Grazing Land (4147)	0	0	0	0	0
Orchard Land (4157)	0	0	0	0	0
Farm/Ranch Waste Land (4167)	0	0	0	0	0
Forest Land (4177)	0	0	0	0	0
Farm/Ranch Support Buildings (4279)	1	0	2,880	0	2,880
All Other AG Property [CRS 39-1-102] (4180, 4280)	0	0	0	0	0
All Other AG Personal (4410)	0	0	0	0	0
Total:	7	30,780	2,880	0	33,660
Natural Resources	Count:	Land:	Imp:	Pers:	Total:
Coal (5110, 5210)	0	0	0	0	0

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

CBOE Changes:

Natural Resources	Count:	Land:	Imp:	Pers:	Total:
Coal (5410)	0	0	0	0	0
Earth or Stone Products (5120, 5220)	0	0	0	0	0
Earth or Stone Products (5420)	0	0	0	0	0
Non-Producing Patented Mining Claims (5140, 5240)	0	0	0	0	0
Non-Producing Patented Mining Claims (5440)	0	0	0	0	0
Non-Producing Unpatented Mining Claim Imps (5250)	0	0	0	0	0
Non-Producing Unpatented Mining Claims (5450)	0	0	0	0	0
Severed Mineral Interests (5170)	0	0	0	0	0
Total:	0	0	0	0	0
Producing Mines	Count:	Land:	Imp:	Pers:	Total:
Molybdenum (6110, 6210)	0	0	0	0	0
Molybdenum (6410)	0	0	0	0	0
Precious Metals (6120, 6220)	0	0	0	0	0
Precious Metals (6420)	0	0	0	0	0
Base Metals (6130, 6230)	0	0	0	0	0
Base Metals (6430)	0	0	0	0	0
Strategic Minerals (6140, 6240)	0	0	0	0	0
Strategic Minerals (6440)	0	0	0	0	0
Oil Shale/Retort (6150, 6250)	0	0	0	0	0
Oil Shale/Retort (6450)	0	0	0	0	0
Total:	0	0	0	0	0
Oil and Gas	Count:	Land:	Imp:	Pers:	Total:
Producing Oil Primary (7110, 7210)	0	0	0	0	0
Producing Oil Primary (7410)	0	0	0	0	0
Producing Oil Secondary (7120, 7220)	0	0	0	0	0
Producing Oil Secondary (7420)	0	0	0	0	0
Producing Gas Primary (7130, 7230)	0	0	0	0	0
Producing Gas Primary (7430)	0	0	0	0	0
Producing Gas Secondary (7140, 7240)	0	0	0	0	0
Producing Gas Secondary (7440)	0	0	0	0	0
CO2 (7145, 7245)	0	0	0	0	0
CO2 (7445)	0	0	0	0	0
Helium (7147, 7247)	0	0	0	0	0
Helium (7447)	0	0	0	0	0
Oil Shale/In Situ (7150, 7250)	0	0	0	0	0
Oil Shale/In Situ (7450)	0	0	0	0	0
Natural Gas Liquids and/or Oil & Gas Condensate (7155, 7255)	0	0	0	0	0
Natural Gas Liquids and/or Oil & Gas	0	0	0	0	0

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

CBOE Changes:

Oil and Gas	Count:	Land:	Imp:	Pers:	Total:
Condensate (7455)					
Pipeline Gathering System (7460)	0	0	0	0	0
Oil and Gas Rotary Drill Rigs (7470)	0	0	0	0	0
Total:	0	0	0	0	0
State Assessed	Count:	Land:	Imp:	Pers:	Total:
Total Real (8299)	0	0	0	0	0
Total Personal (8499)	0	0	0	0	0
Total:	0	0	0	0	0
Exempt	Count:	Land:	Imp:	Pers:	Total:
Residential Federal Property (9110, 9210)	0	0	0	0	0
Non-Residential Federal Property (9119, 9219)	0	0	0	0	0
Residential State Property (9120, 9220)	0	0	0	0	0
Non-Residential State Property (9129, 9229)	0	0	0	0	0
Residential County Property (9130, 9230)	0	0	0	0	0
Non-Residential County Property (9139, 9239)	0	0	0	0	0
Residential Political Subdivision Property (9140, 9240)	0	0	0	0	0
Non-Residential Political Subdivision Property (9149, 9249)	0	0	0	0	0
Residential Religious Purposes (9150, 9250)	0	0	0	0	0
Non-residential Religious Purposes (9159, 9259)	0	0	0	0	0
Residential Private Schools (9160, 9260)	0	0	0	0	0
Non-residential Private Schools (9169, 9269)	0	0	0	0	0
Residential Charitable (9170, 9270)	0	0	0	0	0
Non-residential Charitable (9179, 9279)	0	0	0	0	0
Residential All Other (9190, 9290)	0	0	0	0	0
Non-Residential All Other (9199, 9299)	0	0	0	0	0
Total:	0	0	0	0	0
Grand Total:	31	-3,998,770	-6,034,560	-4,239,970	-14,273,300

Adams - 2018

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

Summary of CBOE Changes

Description:	Assessed:	CBOE:	Total:	School Dist:	Difference:
Vacant	\$221,200,350	\$-4,023,150	\$217,177,200	\$217,177,200	\$0
Residential	\$3,143,286,940	\$-14,690	\$3,143,272,250	\$3,143,272,250	\$0
Commercial	\$2,574,755,290	\$-10,269,120	\$2,564,486,170	\$2,564,486,170	\$0
Industrial	\$296,647,150	\$0	\$296,647,150	\$296,647,150	\$0
Agricultural	\$34,006,510	\$33,660	\$34,040,170	\$34,040,170	\$0
Natural	\$4,117,410	\$0	\$4,117,410	\$4,117,410	\$0
Producing Mines	\$0	\$0	\$0	\$0	\$0
Oil and Gas	\$71,245,010	\$0	\$71,245,010	\$71,245,010	\$0
State Assessed	\$587,489,100	\$0	\$587,489,100	\$587,489,100	\$0
Total Taxable:	\$6,932,747,760	\$-14,273,300	\$6,918,474,460	\$6,918,474,460	\$0
Exempt	\$1,477,697,290	\$0			
Grand Total:	\$8,410,445,050	\$-14,273,300			

Affidavit of Assessor to Assessment Roll

I, Patsy Melonakis, the Assessor of Adams County, Colorado do solemnly swear that in the assessment roll of such county, I have listed and valued all taxable property located therein and that such property has been assessed for the current year in the manner prescribed by law, and that the foregoing Abstract of Assessment is a true and correct compilation of each and every schedule.

Patsy Melonakis Subscribed and sworn to me before this 13th day of ~~August~~ November, AD, 2018
County Assessor

Christy Coburn, Chief Deputy Clerk & Recorder
County Clerk

Certification by County Board of Equalization

I, _____, Chairman of the County Board of County Commissioners, certify that the County Board of Equalization has concluded its hearings, pursuant to the provisions of Article 8 of this title, that I have examined the Abstract of assessment and that all valuation changes ordered by the County Board of Equalization have been incorporated therein.

_____ Subscribed and sworn to me before this _____ day of ~~August~~ November, AD, 2018
Chairman of the Board

County Clerk

Certification by State Board of Equalization

Taxable Valuation: \$6,918,474,460
Exempt Valuation: \$1,477,697,290
Total Valuation: \$8,396,171,750

Changes by the State Board of Equalization

(Indicate + or - changes and round each entry to nearest \$10)

_____ \$ _____ (code) _____ \$ _____
(code) (+/-) (amount) (+/-) (amount)

	Taxable	Exempt	Total
Net changes by the SBOE:			
Total after net changes by SBOE:			

The State Board of Equalization, having examined this abstract for the year 2018, with changes and/or corrections as approved by the State Board of Equalization, finds the valuation of the property in Adams to be

\$ _____ and certifies the same to be the assessed valuation for the year 2018.

Signed at Denver, Colorado this _____ day of _____, AD, _____

Chairman of the Board

Certification by County Board of Equalization

I, **Mary Hodge**, Chair of the County Board of County Commissioners, certify that the County Board of Equalization has concluded its hearings, pursuant to the provisions of Article 8 of this title, that I have examined the Abstract of assessment and that all valuation changes ordered by the County Board of Equalization have been incorporated herein.

Mary Hodge, Chair of the Board

Subscribed and sworn to before this __ day of
November, AD, 2018

County Clerk



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 11/20/2018
SUBJECT: Westminster Motor Vehicle Lease Amendment
FROM: Nicci Beauprez, Land & Asset Coordinator
AGENCY/DEPARTMENT: Facilities & Fleet Management
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Third Amendment to Lease Agreement with Summit Square II LLC and Summit Square III LLC for an Office Space Lease for the Westminster Motor Vehicle location.

BACKGROUND:

Originally leased in 2003 and subject to two previous amendments, the Motor Vehicle Department has occupied 7,637 square feet of space at 8424 Federal Blvd. The current terms of the lease are due to expire in January 2019. This Third Amendment will extend the lease for 3 years to expire January 31, 2022. In this amendment, the County will take over operation and maintenance on the HVAC units as well as ability to install remote controls for efficiency. The annual base rent is \$114,555 (\$15 per square foot) and will escalate to \$120,359.16 (\$15.76 per square foot) during the last year of the lease.

These rates are commensurate with the market rates for similar properties. Recommendation is to approve the third amendment of the lease agreement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Office of Clerk & Recorder - Motor Vehicle, Elections
Facilities & Fleet Management
County Manager's Office

ATTACHED DOCUMENTS:

Resolution
Third Amendment to Lease

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: 1091**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7915		\$485,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$ 485,000

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

RESOLUTION APPROVING THIRD AMENDMENT TO LEASE
AGREEMENT BETWEEN ADAMS COUNTY AND SUMMIT SQUARE II
LLC AND SUMMIT SQUARE III LLC FOR MOTOR VEHICLE AND
ELECTION DEPARTMENT OFFICE SPACE AT 8424 FEDERAL
BOULEVARD

WHEREAS, Adams County currently leases space at 8424 Federal Blvd, Westminster, CO (the Property), for use as office space for one of its Motor Vehicle Department offices; and,

WHEREAS, Adams County believes the proposed use of the lease space at 8424 Federal Blvd, Westminster, CO is a legitimate governmental use as it has been leased since 2003 for the same purpose, and this use will enhance the welfare of the residents of Westminster and surrounding areas within Adams County; and,

WHEREAS, Adams County wishes to renew the lease for the Property for an additional term of three years from February 1, 2019, until January 1, 2022, pursuant to the terms and conditions of the attached Third Amendment, for an initial base rent of \$114,555.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Third Amendment to the Lease Agreement between Adams County and Summit Square II LLC and Summit Square III LLC for Clerk and Recorder Motor Vehicle Department and Elections Office Space, 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 Third Amendment on behalf of Adams County.

THIRD AMENDMENT TO LEASE AGREEMENT

Agreement entered effective October 31, 2018 (the "Effective Date") by and between Summit Square II LLC and Summit Square III LLC (collectively called "Landlord") and Adams County Board of County Commissioners on behalf of the Adams County Clerk and Recorder ("Tenant"). Landlord and Tenant sometimes hereafter collectively may be called the "Parties" and individually may be called a "Party."

RECITALS

A. Summit Square Investments, a Colorado limited partnership ("SSI"), and Tenant entered into a lease agreement dated April 7, 2003 (the "Original Lease") pursuant to which Tenant leased from SSI certain office and retail space identified as Units A5, A6, A7 and A8 which are part of the real property commonly known as 8424 Federal Blvd., Westminster, Colorado 80031, which in turn is part of the shopping center commonly known as the "Summit Square Shopping Center."

B. SSI and Tenant subsequently entered into an agreement entitled "First Amendment to Summit Square Shopping Center Lease" dated October 27, 2003, pursuant to which the Lease was amended in part. Thereafter, SSI sold its right, title and interest in the Summit Square Shopping Center to NMC Summit, I.I.C., Westminster Peak, L.P., Westminster Summit L.P. and Tower Summit Colorado, LLC ("Summit Square Affiliates"). Summit Square Affiliates and Tenant thereafter entered into an agreement entitled "Second Amendment of Lease" pursuant to which, in part, the premises described in the Lease was expanded to include Unit A4. The Original Lease as amended by the First Amendment to Summit Square Shopping Center Lease and the Second Amendment of Lease hereafter collectively shall be referred to as the "Lease."

C. Landlord thereafter acquired all of the right, title and interest in the Summit Square Shopping Center and the Lease from the Summit Square Affiliates. Landlord is the current owner of the Summit Square Shopping Center and is the current Landlord under the Lease.

D. Landlord and Tenant have reached an agreement concerning the extension of the Lease Term of the Lease on certain terms and conditions.

E. The Parties now desire to clarify, acknowledge and confirm the terms, conditions and provisions concerning the extension of the Lease Term by entering into and executing this Third Amendment to Lease Agreement.

AGREEMENT

Now therefore in consideration of the foregoing Recitals and in consideration of the following covenants and agreements the Parties acknowledge and agree as follows:

1. **Extension of Lease Term.** The Term of the Lease as set forth in Section 8 of the Lease is extended for a period of thirty-six (36) months commencing at 12:00 a.m. MST, February 1, 2019 and expiring at 11:59 p.m. MST, January 31, 2022 (the "Extended Lease Term"). In addition, Landlord grants Tenant the right to renew the Lease and extend the Extended Lease Term for two additional, successive one-year periods of time in accordance with the terms and provisions contained in Section 9 of this Agreement.

2. **Base Rent.** The Base Rent payable by Tenant to Landlord during the Extended Term shall be as follows:

Months 1 through 12, inclusive, commencing February 1, 2019, through January 31, 2020	\$9,546.25 per month
Months 13 through 24, inclusive, commencing February 1, 2020, through January 31, 2021	\$9,788.09 per month
Months 25 through 36, inclusive, commencing February 1, 2021, through January 31, 2022	\$10,029.93 per month

3. **Common Area Expenses, Real Property Taxes and Assessments and Insurance Expenses.** (a) Tenant shall remain liable to Landlord and shall continue to pay to Landlord Tenant's *pro rata* share of all of Landlord's Common Area Expenses, real property taxes and assessments and insurance expenses as provided and described in Articles 6 and 9 of the Lease. Tenant shall pay Tenant's share of any and all of such expenses, taxes, assessments and insurance amounts, as well as all other expenses and amounts described in the Lease, as Additional Rent in accordance with, and subject to the provisions contained in the Lease.

(b) The Parties acknowledge and agree Tenant's responsibility and obligation to pay Tenant's Pro Rata Share of Common Area Expenses with respect to the Rentable Square Footage of the Premises during 2017, were equal to \$5.94 per rentable square foot. From and after February 1, 2019, the percentage of Common Area Expenses, excluding real property taxes, special governmental assessments, insurance premiums and deductibles, snow removal expenses and other expenses that are not reasonably controllable by Landlord in the exercise of its reasonable business judgment, payable by Tenant during any calendar year shall not be increased at a cumulative annual rate of more than seven percent (7%) over the previous calendar year during the Extended Lease Term.

(c) In view of Tenant's existence as a body politic and notwithstanding the provisions contained in Section 3(a) of this Agreement Landlord recognizes Tenant's right to apply to the appropriate governmental agency or department for an exemption from levy and collection of certain real property taxes as permitted under applicable Colorado law with respect to that portion of the Summit Square Shopping Center comprising the Premises. In the event Tenant obtains such an exemption and the real property taxes levied against the Summit Square

Shopping Center actually decrease as a result of the grant of Tenant's application for such exemption Tenant's obligation to pay Tenant's Pro Rata Share of Taxes as described in Article 6 of the Lease shall be reduced by an amount equal to such decrease.

4. Right of Early Termination of Lease. Notwithstanding anything otherwise contained in the Lease or this Third Amendment to Lease Agreement to the contrary Landlord and Tenant acknowledge Tenant's ongoing right to terminate the Lease for lack of funding in accordance with Section 9 of Exhibit H to the Original Lease. Tenant shall not have any further or additional right to terminate the Lease except as provided in Articles 14 and 15 of the Original Lease.

5. Tenant Finish and Condition of the Premises. Except as provided in Section 5(d) of this Third Amendment to Lease Agreement Tenant acknowledges and agrees that (a) Landlord shall not have any obligation to make any improvements in the Premises, and (b) Landlord shall not have any obligation to pay or reimburse Tenant for any portion of the cost of any upgrades or tenant improvements to the Premises which Tenant elects to make to the Premises. Except as provided in Section 5(d) of this Third Amendment to Lease Agreement Tenant accepts the Premises in their present condition "as is, where is."

(b) HVAC Maintenance. Tenant shall have the right, at Tenant's sole cost and expense, to arrange and complete quarterly and other ongoing maintenance and repair of all HVAC equipment currently installed on or in the Premises by utilizing Tenant's own HVAC maintenance staff or such other third-party HVAC contractor(s) as reasonably selected by Tenant. As part of the ongoing maintenance and repair of such HVAC equipment Tenant shall be permitted to install digital control equipment and systems in or to the existing rooftop HVAC systems serving the Premises which will enable Tenant to manage and monitor such equipment from one or more remote locations. To the extent Tenant elects to install or cause to be installed such digital remote-control equipment and systems Tenant shall do so (a) absolutely at its sole expense, and (b) in compliance with all applicable building, electrical and other codes and regulations then in effect. In addition, and to the extent allowed by applicable law Tenant indemnifies Landlord and holds Landlord harmless from and against any and all damage, injury and liability with respect to the installation, operation and operation failure of such digital remote-control equipment.

(c) To the extent Tenant elects to arrange and complete quarterly or other ongoing HVAC maintenance and repair by utilizing Tenant's own personnel or other third-party HVAC contractor(s) Tenant shall not be obligated to pay as part of the Common Area Expense any portion of the maintenance and repair of any other HVAC units serving other tenant premises located within the Summit Square Shopping Center.

(d) Failure of HVAC Equipment. Notwithstanding the provisions contained in this Section 5 or otherwise contained in Articles 10.01, 10.02, and 10.03 of the Original Lease and except as provided in Section 5(e) of this Agreement, Landlord shall be responsible for the

payment of all costs and expenses incurred by Landlord to complete repairs and replacements to the HVAC system currently serving the Premises to the extent the cost of the labor performed and parts installed with respect to such repairs or replacements exceeds \$2,000 for any single equipment failure event. However, in such event Landlord shall have the exclusive right to utilize the HVAC contractor(s) of Landlord's choice to complete the repairs and replacements which become necessary as a result of any such single equipment failure event.

(e) On or before February 1, 2019, Tenant, at Tenant's expense, shall complete the following repairs and replacements to the HVAC system currently serving the Premises:

- (i) Tenant shall cause the heat wheels on three (3) of the existing HVAC rooftop units to be replaced with economizers; and
- (ii) Tenant shall cause the air intakes on the air intake duct work of the three (3) aforementioned HVAC rooftop units to be removed and the resulting holes to be patched.

On the condition that Tenant completes the above-described repairs and replacements in a timely and workmanlike manner within a reasonable time frame Tenant shall be entitled to a one-time credit in the amount of \$4,000.00 against Tenant's Base Rent payment obligation for the month of February 2019 or the month following completion of repairs and replacements aforementioned.

6. Parking. Landlord grants to Tenant the nonexclusive right to utilize an additional thirty-three (33) unreserved motor vehicle parking spaces located in the west parking lot lying adjacent to the front entrance to the Premises.

7. Rooftop Antenna. Tenant shall have the right, at its sole cost and expense, to install and operate a satellite antenna dish or other antennae, including cable and electrical lines to and from such satellite antenna dish or other antennae, on the roof of the building in which the Premises are located. Tenant shall have the right to install and operate such satellite antenna dish or other antennae for no additional rent or other charge to Tenant under the terms of the Lease; provided however and to the extent allowed by applicable law, Tenant shall indemnify Landlord and hold Landlord harmless from and against any and all cost, expense and liability for the installation and operation of such satellite antenna dish and other antennae. Landlord shall have the right to approve the size, number and location as well as the manner of installation of, and the identity of the persons and contractors responsible for the installation of, such satellite dish antenna, antennae, cabling, electrical connections and other equipment supporting such satellite antenna dish and other antennae.

8. Security. (a) Landlord shall arrange ongoing and random security patrols at the Summit Square Shopping Center for the nonexclusive benefit of Tenant and its employees as reasonably determined by Landlord and an independent security company or companies retained from time to time by Landlord to provide general security services at the Summit Square Shopping Center. Tenant acknowledges Landlord is not able to, and therefore shall not

guaranty the safety of Tenant, the Tenant's employees and the personal property owned or leased by Tenant and Tenant's employees while Tenant, Tenant's employees and the personal property owned or leased by Tenant and Tenant's employees are located at the Summit Square Shopping Center.

(b) The reasonable costs and expenses incurred by Landlord to provide security services at the Summit Square Shopping Center shall be included as an item of Common Area Expense, and Tenant shall be responsible for, and shall pay Tenant's pro rata portion of such costs and expense included within such Common Area Expense.

9. Tenant's Option to Extend the Extended Term. Landlord grants Tenant two (2) consecutive one (1) year options to extend the Extended Lease Term on the following terms and conditions:

(a) The first option to extend the Extended Lease Term, if timely exercised by Tenant, shall extend the Extended Lease Term for an additional twelve consecutive month period commencing February 1, 2022, and terminating January 31, 2023 (the "First Renewal Term"), provided that (i) Tenant shall have delivered written notice to Landlord on or before August 1, 2021, of Tenant's election to extend the Extended Lease Term through and including January 31, 2023, (ii) on the date the Tenant notifies Landlord of Tenant's intention to exercise of the Extension Option Tenant shall not be in default of any of its duties and obligations under the Lease as amended by this Third Amendment to Lease Agreement; (iii) on the commencement date of First Renewal Term Tenant shall not be in default of any of its duties and obligations under the Lease as amended by this Third Amendment to Lease Agreement, and (iv) the Lease remains in full force and effect. The Base Rent payable by Tenant to Landlord during the First Renewal Term shall be \$10,330.82, per month. During the First Renewal Term Tenant also shall continue to pay Tenant's *pro rata* share of Landlord's Common Area Expenses in accordance with, and subject to the same terms and conditions contained in Section 3 of this Third Amendment to Lease Agreement.

(b) The second option to extend the Extended Lease Term, if timely exercised by Tenant, shall extend the Extended Lease Term for an additional twelve consecutive month period commencing February 1, 2023, and terminating January 31, 2024 (the "Second Renewal Term"), provided that (i) Tenant shall have delivered written notice to Landlord on or before August 1, 2022, of Tenant's election to extend the Extended Lease Term through and including January 31, 2024, (ii) on the date the Tenant notifies Landlord of Tenant's intention to exercise of the Extension Option Tenant shall not be in default of any of its duties and obligations under the Lease as amended by this Third Amendment to Lease Agreement; (iii) on the commencement date of Second Renewal Term Tenant shall not be in default of any of its duties and obligations under the Lease as amended by this Third Amendment to Lease Agreement, (iv) the Lease remains in full force and effect; and

(v) Tenant timely exercised its first option to extend the Extended Lease Term through and including January 31, 2023, in accordance with the terms and provisions

contained in Section 9(a) of this Third Amendment to Lease Agreement. The Base Rent payable by Tenant to Landlord during the First Renewal Term shall be \$10,640. 74, per month. During the Second Renewal Term Tenant also shall continue to pay Tenant's *pro rata* share of Landlord's Common Area Expenses in accordance with, and subject to the same terms and conditions contained in Section 3 of this Third Amendment to Lease Agreement.

10. Relocation of Tenant. The provisions contained in Section 21.21 of the Original Lease shall be void and of no further effect.

11. Defined Terms. Except as otherwise provided in this Third Amendment to Lease Agreement the capitalized terms utilized in this Third Amendment to Lease Agreement shall have the same definitions and meanings given to such terms in the Original Lease.

12. Notice to Tenant. To the extent or in the event Tenant is entitled to receive written notice or written notices under the terms of the Lease copies of any and all such written notices shall be delivered to Tenant in accordance with the provisions contained in the Lease, however notice to the Board of County Commissioners shall be deleted.

Additional copies to be delivered to the following:

Adams County Attorney's Office
4430 S. Adams County Parkway
5th Floor, Suite C5000B
Brighton, Colorado 80601-
80601;

and

Adams County Facilities and Fleet Management
4430 S. Adams County Parkway, 1st Floor
Brighton, Colorado 80601-8206.

13. Miscellaneous. Except as provided in this Third Amendment to Lease Agreement the Lease and all of the terms and provisions contained in the Lease, as the Lease subsequently has been amended, shall remain unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms and provisions contained in the Lease, as amended, and the terms and provisions contained in this Third Amendment to Lease Agreement, the terms and provisions contained in this Third Amendment to Lease Agreement shall govern, control and prevail. This Third Amendment to Lease Agreement may be executed in counterparts and by each of the undersigned parties on separate counterparts, which when taken together shall constitute one and same instrument.

[Signature block on following page.]

Landlord

Summit Square II LLC

By: 

Title: Member

Date: 11-6-18

Summit Square III LLC

By: 

Title: Member

Date: 11-6-18

Tenant

Adams County Board of County Commissioners

By: _____

Name: _____

Title: Chair

Date: _____



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 20, 2018
SUBJECT: Substantial Amendment to the 2018 Annual Action Plan (Action Plan)
FROM: Kristin Sullivan, Community & Economic Development Director
AGENCY/DEPARTMENT: Community Development
HEARD AT STUDY SESSION ON: May 29, 2018 (original Action Plan)
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve the Substantial Amendment to the Action Plan in accordance with the County's Citizen Participation Plan (CPP) to expend funds on activities that benefit low-to-moderate income residents.

BACKGROUND:

As a requirement of receiving Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds from the US Department of Housing and Urban Development (HUD), Adams County developed and submitted the Action Plan to HUD in July 2018. The Action Plan demonstrates how funding will be used to address community needs and supports the goals outlined in the 2015-2019 Adams County Consolidated Plan.

After the review of the County's Action Plan, HUD required clarification on two project narratives: the Rental Code Inspection Program in the City of Federal Heights as well the Broadway Redevelopment, an affordable rental housing project by Unison Housing Partners. In accordance with the County's CPP, said clarifications require a Substantial Amendment to the Action Plan. Staff presented the aforementioned activities and budget to the Board during the May 29, 2018 study session.

The required public notice was published in the Brighton Blade, Northglenn/Thornton Sentinel, and Westminster Window newspapers. The draft Substantial Amendment was posted on the County's website and made available for a 30-day public comment period.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

N/A

ATTACHED DOCUMENTS:

Resolution
Amended 2018 Action Plan - Draft

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE SUBSTANTIAL AMENDMENT TO THE ADAMS
COUNTY 2018 ANNUAL ACTION PLAN

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 the Participating Jurisdiction under the HOME Investment Partnerships (HOME) Program; and,

WHEREAS, Adams County has identified local community development and housing needs and objectives and has submitted the 2018 Annual Action Plan (Action Plan) that lists proposed activities to be funded for CDBG and HOME programs; and,

WHEREAS, the Action Plan requires revisions to clarify two project narratives, the Rental Code Inspection Program for the City of Federal Heights and the Broadway Redevelopment project for Unison Housing Partners; and,

WHEREAS, the Action Plan requires a Substantial Amendment to accommodate the revisions as governed by and in accordance with the County's Citizen Participation Plan (CPP); and,

WHEREAS, Adams County has made the Substantial Amendment available to the public for comment, in accordance with the CPP; and,

WHEREAS, after HUD approves the Substantial Amendment, the County will prepare Subgrantee Agreements to expend funds contingent upon the necessary environmental clearances.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Substantial Amendment to the Adams County 2018 Annual Action Plan, as attached hereto and incorporated herein, be approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to sign the Subgrantee Agreements related to projects identified in the Substantial Amendment.

BE IT FURTHER RESOLVED, that the Director of the Community & 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 2018 Action Plan and Substantial Amendment.

Adams County 2018 Annual Action Plan



Program Year
July 1, 2018 - June 30, 2019



Revised to clearly identify two activities.

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The mission of Adams County is to responsibly serve the Adams County communities with integrity and innovation. With this foundation, the County's goals are to support the economic, social, environmental, and cultural well-being of its communities. This is best achieved through effective partnerships, capacity building and management of funding to foster socio-economic vitality and maximize opportunities throughout the County. The County accomplishes this through the administration of federal, state, and local grants, all of which leverage existing funds to address the needs within the County.

The County works in partnership with representatives from the Town of Bennett, and the cities of Brighton, Federal Heights, Northglenn, Thornton and Westminster. It also partners with many non-profit organizations and local housing authorities that contribute to the delivery of services. Representatives of these partners serve on boards, committees and focus groups to build community collaboration and, as federal funding recipients, work hard to meet the local goals and needs of the community.

The County provides residents with the following opportunities:

- Affordable housing;
- Code enforcement;
- Infrastructure and public facility improvements; and,
- Programs to provide minor home repairs for low to moderate income homeowners.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Adams County has set the below Priorities and Objectives for the term of the Five Year Consolidated Plan. These priorities and objectives were discussed with key community members, Urban County

partners, and used to solicit applications for CDBG and HOME funding for the 2018 plan year. In 2018, the County will oversee the county's defined activities to meet these Priorities and Objectives as discussed

Priorities & Objectives

Priority: Housing

Objective #1 Rental housing is available for the low and very low-income populations where rental housing rates are low

Objective #2 Affordable housing is located in areas easily adjacent to services including transit by the low to moderate-income populations

Objective #3 Affordable housing is available for low-income renters that want to buy

Objective #4 Aging housing stock of low to moderate-income owner-occupied units is rehabilitated and/or repaired

Priority: Community and Economic Development

Objective #1 More job services and job creation for Adams County residents

Objective #2 Public facilities and community resources are created and enhanced to support low to moderate-income populations

Objective #3 Invest strategically in neighborhoods to assist in revitalization

Priority: Seniors and other Prioritized Populations

Objective #1 Prioritized populations have housing options, especially those earning less than 40% AMI

Objective #2 Services available for at-risk children

Objective #3 Prioritized populations are educated about housing and service options

Objective #4 Housing and services options near transit are enhanced for prioritized populations

Objective #5 Integration of prioritized populations into the community

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The County maintains positive relationships with agencies and Urban County partners responsible for undertaking many of the projects described in the Annual Action Plan (AAP). Past project and program successes with these partners helped shape the County's goals for the PY2018. Due to historic commitment deficiencies (especially regarding HOME funds), the County has been proactively setting the stage to commit and spend prior year resources by prioritizing "shovel ready" projects. The County has also continued to meet its timeliness ratio for the last two program years. This outcome is a result of the County being committed to ensuring timeliness by choosing realistic and feasible projects that met those goals and objectives defined in the Con Plan. In addition, the County has taken several steps to improve the required monitoring process for subgrantees and subrecipients. This has improved the County's communication with all partners and ensures a positive relationship with any compliance issues. The County continues to have ongoing conversations with the HOME Consortia members regarding the County's expectations for long-term monitoring. The County is committed to ensuring compliance with all federal regulations through its monitoring obligations.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The County included a variety of outreach efforts to have optimal public input that would inform the AAP. These efforts included service provider/key partner meetings, newspaper notifications, Urban County and HOME Consortia meetings, the County's webpage, and public hearings. Information regarding the proposed 2018 activities was available on the County's website for public comment. Outreach efforts varied to reach diverse populations and ensure that the input received was insightful and representative of all County residents. It also encouraged the participation of those in specialized populations such as non-English speaking, persons with disabilities, residents of public housing, low-income residents and seniors. Adams County published the draft AAP, solicited input from providers and the public, and held a public hearing to approve the final plan for submittal to the U.S. Department of Housing and Urban Development (HUD).

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The 2018 AAP public comment period will begin on May 30, 2018 and end July 3, 2018 at the Board of County Commissioners' public hearing.

6. Summary of comments or views not accepted and the reasons for not accepting them

Not applicable as no comments were received.

7. Summary

Not applicable.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
CDBG Administrator		ADAMS COUNTY	Adams County Community Development
HOME Administrator		ADAMS COUNTY	Adams County Community Development
ESG Administrator			Adams County Community Development

Table 1 – Responsible Agencies

Narrative

The County's primary purpose is to improve the quality of life for its residents through the management of grant-funded programs for housing, community development, neighborhood revitalization, economic development and human service activities. The common thread of the funds administered by the County is to benefit low- and moderate-income residents. More than seventy percent (70%) of all funds and programs administered by the County directly impact the lives of low- and moderate-income residents. The County continues to opt out of Emergency Services Grant (ESG) funding and allocates those funds to the State of Colorado who administers the grant. With this arrangement, non-profits only have to apply to the State for ESG and are considered a first priority for the County's ESG allocation.

Consolidated Plan Public Contact Information

Joelle S. Greenland, AICP, Community Development and Long Range Planning Manager, Community and Economic Development Department

Adams County Government Center

4430 S. Adams County Pkwy, Suite W6204

Brighton, CO 80601

jgreenland@adcogov.org

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

Adams County worked with a variety of agencies and municipalities that provide services to residents in order to collect data around housing, services and economic development needs. Key partner focus groups and interviews were held to collect the data to inform the development of the Con Plan, the AAP, the 2017 Housing Needs Assessment (HNA), and the County's anticipated 2018 Balanced Housing Plan (BHP).

To gain a more thorough understanding of the housing situation in Adams County, three focus groups and a series of interviews with community leaders were conducted in late 2016 for the HNA. The County then held additional stakeholder engagement events to shape the BHP. The BHP's purpose is to take the information collected from the HNA and stakeholder input, and present defined goals and outcomes through a multifaceted and collaborative approach. As a result, the following goals were created to further speak to the many barriers in achieving “balanced housing” across a county with a diverse population and housing needs:

- Utilize New and Existing Tools
- Reduce Constraints to Development
- Expand Opportunities for HousingFor more information, the final HNA and BHP can be found at <https://www.adcogov.org/BHP>. The BHP is due to be ratified in July 2018.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Adams County works in collaboration with the cities of Westminster and Thornton through the HOME Consortia to distribute HOME funds for eligible projects that create or preserve housing. Adams County also works with local certified CHDOs and local housing authorities to provide essential health and mental health services. These organizations include Community Resources and Housing Development Corporation (CRHDC), Unison Housing Partners (UHP), formally Adams County Housing Authority, and the Brighton Housing Authority (BHA).

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Metro Denver Homeless Initiative (MDHI) works with homeless providers throughout the metro Denver region to coordinate homeless service efforts. In Adams County specifically, MDHI has a VISTA member placement with UHP to assist with coordinating the annual Point-in-Time homeless count. MDHI is developing a regional coordinated assessment system, building a housing pipeline, and engaging other community partners to provide services to individuals homeless or at risk of becoming homeless throughout the metro Denver region. MDHI staff was

consulted during the development of the 2015-2019 Con Plan. Adams County continues to coordinate with homeless providers working in the County to fund programs serving homeless individuals, families, families with children, veterans, youth, and persons at risk of becoming homeless.

In 2017, the Burnes Center presented the results of their study on homelessness in the County to the County to the Board of County Commissioners. The plan provided a number of short- and long-term recommendations. Since then the County has hired a Homelessness Liaison to specifically address homelessness in the County.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Not applicable.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	City of Westminster
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Public Housing Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in the development of the 2018 AAP by discussing proposed HOME activities and participation in developing the HNA and BHP.
2	Agency/Group/Organization	City of Thornton
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Public Housing Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in the development of the 2018 AAP by discussing proposed HOME activities and participation in developing the HNA and BHP.
3	Agency/Group/Organization	ADAMS COUNTY HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs Affordable Housing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in the development of the 2018 AAP by discussing proposed HOME activities and participation in the HNA and BHP.

4	Agency/Group/Organization	BRIGHTON HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in the development of the 2018 AAP by discussing proposed HOME activities and participation in the HNA and BHP.
5	Agency/Group/Organization	Community Resources and Housing Development Corp
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in the development of the 2018 AAP by discussing proposed CHDO activities and contributed to the development of the HNA and BHP.
9	Agency/Group/Organization	CITY OF FEDERAL HEIGHTS
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Economic Development Minor Home Repair Program
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in the development of the 2018 AAP by discussing proposed CDBG activities.
10	Agency/Group/Organization	City of Brighton
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Seniors and Other Prioritized Populations, Minor Home Repair Program

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in the development of the 2018 AAP by discussing proposed CDBG activities.
11	Agency/Group/Organization	CITY OF NORTHGLENN
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Economic Development Infrastructure Improvements
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in the development of the 2018 AAP by discussing proposed CDBG activities.
12	Agency/Group/Organization	TOWN OF BENNETT
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Economic Development Public Facility
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in the development of the 2018 AAP by discussing proposed CDBG activities.
13	Agency/Group/Organization	ADAMS COUNTY
	Agency/Group/Organization Type	Other government - County Grantee Department
	What section of the Plan was addressed by Consultation?	Sustainability, Minor Home Repair Program and Infrastructure Improvements

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Adams County Community and Economic Development Department and the Board of County Commissioners participated in the development of the 2018 AAP by discussing proposed CDBG and HOME activities.
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Identify any Agency Types not consulted and provide rationale for not consulting

Not applicable.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Metro Denver Homeless Initiative (MDHI)	Adams County uses the MDHI Point in Time annual homeless count, and other research and coordination efforts to develop plans for serving homeless persons in Adams County.

Table 3 – Other local / regional / federal planning efforts

Narrative

Not required - NA

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The County included a variety of outreach efforts for citizen participation to provide valuable input included in the AAP. These efforts included service provider/key partner meetings, newspaper notifications, Urban County and HOME Consortia meetings, the County's webpage, and public hearings. The County has also made available information regarding the AAP and related citizen participation process on the County's website. Outreach efforts varied to reach diverse populations to include input that was insightful and representative of all Adams County residents. It also encouraged the participation of those in specialized populations such as non-English speakers, persons with disabilities, residents of public housing, low-income residents and seniors. Adams County encouraged participation by local institutions, members of the Continuum of Care, service providers, special needs providers, nonprofit organizations, and housing developers. This data was then analyzed by staff who incorporated the findings on housing, special needs, and community development into the priority outcomes. By determining the Priorities, the County was able to allocate funds to the appropriate agencies to provide those necessary services. Residents were encouraged to provide comments on the draft AAP through a publicized thirty (30) day public review period. The County publicized the availability of the draft AAP in multiple local newspapers and on the County's webpage on the County's website.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Internet Outreach	Non-targeted/broad community	The County utilized its website to continually updates the public on upcoming public hearings, funding allocations, and reports, including the AAP.	The County has not received any comments to date regarding BoCC approved funding allocations and reports.	No comments received.	www.adcogov.org/community-development
2	Public Hearing	Non-targeted/broad community	The AAP Public Hearing on July 3, 2018.	No comments received.	No comments received.	http://adcogov.legistar.com/calendar.aspx
3	Newspaper Ad	Non-targeted/broad community	The County published a Notice of Public Hearing and Request for Public Comments on May 30, 2018 in multiple local newspapers.	No comments received.	No comments received.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Urban County Meetings	Urban County Members	Urban County members participated in several meetings in regard to the development and allocation of the 2018 CDBG activities.	No comments were received.	No comments were received.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Adams County's allocation of HUD funds (CDBG and HOME) is determined annually, and only after it receives a formal letter from HUD regarding the amount for each program. CDBG funds are allocated to jurisdictions that are Urban County members with projects in the County. Adams County is a HOME consortia, which includes the Cities of Thornton and Westminster, as well as the remainder of the County. HOME funds are allocated to the two Consortia cities, and throughout the year to housing projects within the county. While ESG funds are allocated to Adams County, the Board in 2016 agreed not to accept these funds but rather allocate them to the State of Colorado due to a number of factors including costs recovery burden and capacity issues. The State must give first priority to County-based applicants.

Federal dollars leverage additional funds in many of the projects completed as part of the Consolidated Plan. Federal dollars are limited, and agencies completing projects will often utilize other funds to complete projects. The leveraged dollars represent a benefit to all Adams County residents. They stretch the grant funds received by the County, while allowing projects to precede that benefit either the area or a specific clientele. At the same time, it aids the agencies supplying the leveraged funds in meeting their goals. In addition to CDBG and HOME funds, Adams County provides local grants to human service organizations serving the County's low income individuals and families through its Human Services Agency Grant (HSAG) Program.

Each of these funding streams has allowed Adams County to target at-risk populations and leverage fixed program year allocations. These funding streams helped provide resources, services, and opportunities to people that may not qualify under HOME or CDBG guidelines and to neighborhoods that may not have been targeted with regular Program Year funding.

The County also leverages other streams of funding that help provide necessary services to the low-income population. Funding includes: Community Services Block Grant (CSBG), Older Americans Act (OAA), Colorado State Funding for Senior Services (SFSS), Colorado Department of Transportation (CDOT), and the HSAG program. With these federal, state and local funds, Adams County is able to provide vital agency support to non-profits and partner agencies that carry out the HUD programs and provide essential services to the residents of the county. The strategic leveraging of these funds allows the county to provide the most comprehensive support to its citizens and the agencies serving its citizens.

HOME project expenditures require a twenty-five percent (25%) match. In order to be considered HOME match, the funding must be a non-federal permanent contribution to affordable housing contributed in an eligible manner and properly documented. Adams County encourages all HOME funded projects to have program funding match.

CDBG Prior Year Resources total \$0 and no Program Income is projected.

Through reconciliation, HOME Prior Year Resources total \$442,427. Program Income that could be programmed in the PY2018 is \$234,758 for activities related to HOME approved activities, including, but not limited to, activity delivery costs.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,309,418	0	0	1,309,418	1,309,418	Adams County will allocate 2018 CDBG funds to its Urban County members (four local jurisdictions) for their proposed projects.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	1,047,548	234,758	442,427	1,724,733	1,047,548	HOME funds are allocated in Thornton, Westminster (HOME Consortia), and throughout the county. Adams County uses 10% of HOME funds for administration of programs.
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	0	0	0	0	0	ESG funds are allocated to the State of Colorado.

Table 2 - Expected Resources – Priority Table

Annual Action Plan
2018

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

County funded projects use a variety of other leveraged funds to cover the total cost of projects. HOME funded projects use Low Income Housing Tax Credit (LIHTC) equity, State of Colorado HOME funds, Federal Home Loan Bank Board, HUD 221 (d)(4) FHA Loan and other resources to cover the cost of development, redevelopment, rehabilitation, homebuyer assistance, and other project costs. CDBG projects leverage grant funds from local jurisdictions through the form of waiving of water tap and development fees. Activities funded by HOME will have the required twenty-five (25%) match from previous program years and from fee reductions by local jurisdictions.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Adams County and local jurisdictions may choose to provide publically held land for housing, community facility, and other eligible HOME and CDBG projects. No specific parcels are being used in the 2018 program year.

Discussion

Not required - NA

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Infrastructure Improvements	2015	2019	Non-Housing Community Development	City of Northglenn	Community and Economic Development Needs	CDBG: \$216,094	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1445 Persons Assisted
2	Preservation of Existing Housing Stock	2015	2019	Affordable Housing	County-Wide City of Federal Heights City of Brighton	Housing Needs Community and Economic Development Needs Seniors and other Prioritized Populations	CDBG: \$809,877	Homeowner Housing Rehabilitated: 74 Household Housing Unit
3	Construction of New Rental Housing	2015	2019	Affordable Housing	County-Wide City of Thornton City of Westminster	Housing Needs Seniors and other Prioritized Populations	CDBG: \$792,000 HOME: \$990,118	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 44 Households Assisted Rental units constructed: 280 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Reduction of Slum and Blight	2015	2019	Affordable Housing Non-Housing Community Development	City of Federal Heights	Housing Needs Seniors and other Prioritized Populations	CDBG: \$60,180	Housing Code Enforcement/Foreclosed Property Care: 625 Household Housing Unit

Table 3 – Goals Summary

Goal Descriptions

1	Goal Name	Infrastructure Improvements
	Goal Description	The City of Northglenn has proposed to install new infrastructure for a bicycle/pedestrian plan in its low to moderate income neighborhoods to improve overall mobility and accessibility for residents to other residential areas as well as connections to neighborhood services in commercial areas and public facilities.
2	Goal Name	Preservation of Existing Housing Stock
	Goal Description	The Minor Home Repair (MHR) Program will service individual homeowners of low-to-moderate income throughout the Cities of Brighton and Federal Heights, and unincorporated Adams County. The program will address essential home repairs to promote decent, safe and sanitary conditions as well as accessibility issues. County staff will administer the MHR program for the Cities.

3	Goal Name	Construction of New Rental Housing
	Goal Description	<p>The following are the descriptions for two affordable rental projects:</p> <p>Crossing Point is UHP's planned affordable housing development with a multigenerational focus located less than one-half (½) mile from the light rail station. Crossing Pointe will be developed in two phases. When fully built out, there will be two hundred six (206) units of affordable housing serving a wide-range of persons from young children to seniors with household incomes ranging from at or below thirty-percent (30%) of the Area Median Income (AMI), to up to sixty-percent (60%) AMI. The first phase of construction, for which we are applying, focuses on sixty-four (64) units of affordable senior housing. Seven (7) of the units will serve seniors at or below thirty percent (30%) of AMI, nine (9) will serve those below forty percent (40%) of AMI, thirty-three (33) units will serve those below fifty percent (50%) of AMI, and fifteen (15) units will be for those below sixty percent (60%) of AMI.</p> <p>St. Mark Village is a two hundred sixteen (216), six (6) building LIHTC project located at the NW corner of 97th Avenue and Federal Boulevard. The project will be financed with non-competitive private activity bonds issued by CHFA. One hundred percent (100%) of the units in the community will serve families earning at or below sixty-percent (60%) AMI.</p> <p>Substantial Amendment: Due to the financial needs of most affordable housing developers in Adams County, the County is identifying the payment of water tap fees with CDBG funds as a reserve project (up to \$792,000). The specific project will support 7401 Broadway Street Redevelopment. This project is applying for low income housing tax credits in spring of 2019.</p>
4	Goal Name	Reduction of Slum and Blight
	Goal Description	<p>Substantial Amendment:</p> <p>City of Federal Heights has proposed to utilize CDBG funds for an inspector salary for the City's Rental Housing Inspection Program to promote affordable, safe, sanitary, and healthy rental housing for residents. With an aging rental stock of approximately 2,500 rental units, this has been a successful city-wide program to bring the units into code compliance. The program has actively reduced deteriorating neighborhoods and slum/blight concerns.</p>

AP-35 Projects - 91.420, 91.220(d)

Introduction

Adams County has allocated CDBG and HOME funds to projects in 2018 that meet the County's 2015-2019 Con Plan's Priority Needs and Annual Goals.

CDBG projects include minor home rehabilitation and public infrastructure. Adams County and the cities of Brighton, Northglenn and Federal Heights have prioritized projects in their jurisdictions and will oversee projects within their communities.

HOME projects include the creation of two new affordable housing rental projects.

#	Project Name
1	CDBG: Housing
2	CDBG: Infrastructure
3	CDBG: Administration
4	HOME Administration
5	HOME: Adams County
6	HOME: Thornton
7	HOME: CHDO
8	HOME: Westminster
9	CDBG: Code Enforcement

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Community input from the Urban County members, community organizations, and non-profits determined how the County will allocate priorities described in the Con Plan. Urban County members participate in the Urban County through a formula basis and after receiving their allocation, the County works with each to identify a project that addresses the Con Plan goals and meets the needs of their respective residents. While the current housing market creates barriers to addressing many of the issues contributing to the increase in need for affordable housing, the County continues to improve its working relationships with developers, housing authorities and others to overcome this obstacle. In addition, the County dedicated part of its 2016 CDBG administration costs to the development of the County's 2017 Housing Needs Assessment and 2018 Balanced Housing Plan to address the issues that were raised in the 2015 Analysis of Impediments to Fair Housing Choice.

AP-38 Project Summary

Project Summary Information

1	Project Name	CDBG: Housing
	Target Area	County-Wide City of Federal Heights City of Brighton
	Goals Supported	Preservation of Existing Housing Stock Infrastructure Improvements
	Needs Addressed	Housing Needs Seniors and other Prioritized Populations Community and Economic Development Needs
	Funding	CDBG: \$1,541,697
	Description	Minor Home Repair (MHR) Program will serve individual homeowners of low-to-moderate income throughout the Cities of Brighton and Federal Heights, and unincorporated Adams County (as a reserve). The program will address essential home repairs that are in danger of failure or that could lead to health, safety, or accessibility issues. County staff will administer the MHR program for the Cities.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

	Planned Activities	<p>The MHR Program is intended to impact the health, safety, and sanitary conditions as well as address sustainability for low-to-moderate income owner occupied households. The program is designed to maintain safe homes, preserve and improve the quality of the housing stock, assist seniors to age in-place or the disabled to remain in their homes and address sustainability through energy efficient replacements. The MHR Program will be administered and managed by the County and will retain twenty percent (20%) of each jurisdiction's allocation for Activity Delivery Costs (ADCs). Any overage amounts of ADCs will be allocated back into the appropriate jurisdiction's budget to serve more homeowners. Operating the MHR Program in unincorporated Adams County will stand as a reserve project, in the event that any of the proposed 2018 CDBG activities become infeasible. The MHR Program meets the National Objective of assisting low-moderate income residents under low mod income housing.</p> <p>The CDBG matrix code is 14A, Rehab: Single-Unit Residential.</p> <p>Substantial Amendment:</p> <p>Due to the financial needs of most affordable housing developers in Adams County, the County is identifying the payment of water tap fees with CDBG funds as a reserve project (up to \$792,000). The specific project will be 7401 Broadway Street Redevelopment. This project is applying for low income housing tax credits in spring of 2019.</p>
2	Project Name	CDBG: Infrastructure
	Target Area	City of Northglenn
	Goals Supported	Infrastructure Improvements
	Needs Addressed	Seniors and other Prioritized Populations Community and Economic Development Needs
	Funding	:
	Description	CDBG funding will be utilized in City of Northglenn's bicycle/pedestrian plan, which was approved in January 2018. The plan aims to improve overall mobility and accessibility throughout the city.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	

	Location Description	
	Planned Activities	<p>The City of Northglenn proposes to improve the overall mobility and accessibility of trails that run through the City's residential neighborhoods located within any of the following census tracks within the City of Northglenn:</p> <p>Census Track 85.07, Block Group 1</p> <p>Census Track 85.07, Block Group 5</p> <p>This project will consist of the overall enhancement of the neighborhoods with accessibility connectivity for pedestrian and bicycle trails. City of Northglenn has been allocated \$202,528, of which, the County will retain five percent (5%) of the allocation for ADCs. City of Northglenn's activity meets the National Objective of assisting low-moderate income residents under low mod benefit on an area basis. The CDBG matrix code of 03L.</p>
3	Project Name	CDBG: Administration
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	Adams County will retain the allowable twenty percent (20%) of 2018 CDBG funding for Adams County Community Development staff to administer the program.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Adams County will retain the allowable 20% of 2016 CDBG funding for Adams County Community Development staff to administer the program.
4	Project Name	HOME Administration
	Target Area	
	Goals Supported	
	Needs Addressed	

	Funding	HOME: \$104,755
	Description	Adams County will retain ten percent (10%) of 2018 HOME funding for Adams County Community Development staff for HOME program administration. Further, ten percent (10%) of applicable Program Income (PI) from prior year(s) activities will also be used for administration.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Adams County will retain ten percent (10%) of 2018 HOME funding for Adams County Community Development staff for HOME program administration. Further, ten percent (10%) of applicable Program Income (PI) from previous grant year activities will also be used for administration.
5	Project Name	HOME: Adams County
	Target Area	
	Goals Supported	Construction of New Rental Housing Preservation of Existing Housing Stock Infrastructure Improvements
	Needs Addressed	Housing Needs Seniors and other Prioritized Populations Community and Economic Development Needs Homelessness
	Funding	HOME: \$264,527
	Description	The County will have \$264,527 in available resources to commit to an eligible HOME activity. The County may provide additional funding to an approved activity identified in this AAP or prior AAPs. If a new activity is identified, the County will amend the AAP to include the new activity and funding amount.
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
6	Project Name	HOME: Thornton
	Target Area	County-Wide City of Thornton
	Goals Supported	Construction of New Rental Housing
	Needs Addressed	Housing Needs Seniors and other Prioritized Populations
	Funding	:
	Description	The first phase of a two phased construction project in the City of Thornton, known as Crossing Pointe North Apartments.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

	Planned Activities	<p style="margin: 5pt 0in 0pt;">Adams County will be allocating additional HOME funds to Crossing Pointe to construct a new affordable housing development with a multigenerational focus in the City of Thornton. The County will be allocating \$500,905.17 in HOME funds in addition to the City of Thornton's \$120,109.00. The project will produce 64 units of affordable senior housing at or below 60% AMI. </p> </p>
7	Project Name	HOME: CHDO
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	The County has not identified a CHDO activity to date.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
8	Project Name	HOME: Westminster
	Target Area	City of Westminster
	Goals Supported	Construction of New Rental Housing
	Needs Addressed	Housing Needs Seniors and other Prioritized Populations
	Funding	:

	Description	St. Mark Village is a two hundred sixteen (216) unit, six (6) building LIHTC project located at the NW corner of 97th Avenue and Federal Boulevard. The project will be financed with non-competitive private activity bonds issued by CHFA. One hundred percent of the units in the community will serve families earning at or below sixty percent (60%) AMI.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	The City of Westminster will be allocating all of their 2017 and 2018 HOME funds (up to \$369,103.39) to St. Mark Village. The new affordable rental housing project will provide two hundred sixteen (216) units serving between thirty percent (30%) to sixty percent (60%) AMI. The project consists of one (1)-, two (2)-, and three (3)-bedroom units located in North Central Westminster and will be adjacent to regional transportation services.
9	Project Name	CDBG: Code Enforcement
	Target Area	City of Federal Heights
	Goals Supported	Preservation of Existing Housing Stock Reduction of Slum and Blight
	Needs Addressed	Housing Needs Seniors and other Prioritized Populations
	Funding	CDBG: \$60,180
	Description	City of Federal Heights will continue to fund the Rental Housing Inspection Program to promote affordable, safe, sanitary, and healthy rental housing for its residents.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	

	Location Description	
	Planned Activities	<p>With the aging of rental housing stock of approximately 2500 units within the City of Federal Heights, it is a benefit to Federal Heights renters, and the community as a whole, to provide a program to address safety and health concerns of rental properties. As such, the City administers a city-wide program to bring rental properties into code compliance thereby reducing deterioration of neighborhoods and avoid slum/blight concerns. The inspector will physically inspect rental units and order code violations to be remediated within specific timeframes as set by Code and Ordinance requirements. It is projected that the Rental Inspection Officer will inspect 625 low-income rentals/households, that will result in approximately 563 (90%) corrections during the 2018 CDBG Program Year. This program has been highly successful in identifying numerous safety violations (e.g. gas leaks). This activity's matrix code is 15 LMA.</p>

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Adams County encompasses approximately 1,183.6 square miles. It extends 72 miles west to east, and 18 miles north to south. It is adjacent to Denver and is one of the five counties that make up the Denver metropolitan area. All of Colorado's interstate highways (I-25, I-70, and I-76) and their associated loops (I-225, I-270) converge in Adams County. In addition, US Highways 36, 287, 6 and 85 also run through the County. E-470 completes the connection from C-470 in the south, through Denver International Airport and finally to I-25.

Adams County, which historically has been agricultural in nature, has undergone a development typical to counties in close proximity to a major metropolitan city. Urbanization has occurred most rapidly in the western part of the County as a result of the continued growth in the Denver Metro region. The eastern section of the County, with the exception of the Towns of Bennett and Strasburg, are comprised mainly of farms and rangeland. The Town of Bennett has experienced historic growth throughout the last year and has developed a strategic plan for growth largely due to its proximity to Front Range Airport and downtown Denver.

Cities within the geographic county include Arvada, Aurora, Brighton, Commerce City, Federal Heights, Northglenn, Strasburg, Thornton and Westminster and the Town of Bennett. Adams County has a diverse mix of large, suburban communities, smaller towns, and rural farming communities that have an extensive range and mix of housing, commercial enterprises and public services.

Adams County does not plan to target funds to "geographic priority" areas, however, allocations have been made to specific communities throughout Adams County for projects that are local priorities. The following communities receive allocations of CDBG funds based upon their total populations and low income populations, and apply to Adams County to use the funds within their own communities based on local priorities and needs: Town of Bennett, Unincorporated Adams County, and the Cities of Brighton, Federal Heights, and Northglenn.

The communities of Thornton and Westminster receive direct CDBG allocations from HUD, and are part of the Adams County HOME consortia. Consortia members are allocated a set-aside of HOME funds for projects within their communities. The remaining HOME funds are allocated by Adams County.

Geographic Distribution

Target Area	Percentage of Funds
County-Wide	26
City of Thornton	30
City of Federal Heights	5
City of Northglenn	11
City of Commerce City	0
Town of Bennett	1
City of Brighton	9
City of Westminster	18

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

In 2018, the Urban County IGA will be recertified for another three (3) year requalification period. CDBG funding allocations can be made up to the amounts in the agreement, if the local governments have eligible projects each year. Applications for funding are made to Adams County, and reviewed for eligibility within the CDBG and HOME program guidelines. Public improvements are made in jurisdictions mentioned throughout the AAP, and must serve low-to-moderate income census tracts.

Discussion

Not required - NA

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

Adams County will fund many affordable housing projects, including homeowner rehabilitation and new construction of affordable rental.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	170
Special-Needs	0
Total	170

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	280
Rehab of Existing Units	74
Acquisition of Existing Units	0
Total	354

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

County new construction projects will produce a total two hundred eighty (280) new affordable rental units (Crossing Pointe (64) and St. Mark Village (216).

An estimated seventy-four (74) units will be benefit from the County's Minor Home Repair Program. The program will focus on units in unincorporated Adams County and the cities of Brighton and Federal Heights.

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

Unison Housing Partners (UHP) will be adding sixty-four (64) affordable housing units in the City of Thornton known as Crossing Pointe. Crossing Pointe includes sixteen (16) project-based vouchers.

Actions planned during the next year to address the needs to public housing

The housing authorities have not determined any needs to address at this time.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Unison Housing Partners (UHP) values the input of its residents. UHP's Resident Advisory Board, made up of residents who reside at UHP properties, meets quarterly to discuss UHP's priorities and property improvements. The UHP Board is responsible for establishing the policies of the Authority and for oversight of the fiscal and practical implementation of those policies. Members of the Board are appointed by the Adams County Commissioners and serve staggered terms. UHP's Board includes a seat for an Adams County resident of low-income housing; currently this seat is held by a resident of an UHP property. Annually, UHP surveys all residents of its properties to get feedback across a wide array of topics pertaining to resident housing. Additionally, during the planning stage of any future developments, UHP will solicit input from residents of its existing properties and area residents for design and programming.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable, PHA is not designated as troubled.

Discussion

Not required - NA

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

The County works with local homeless providers to reduce and end homelessness throughout Adams County and the region. The County continues to provide HSAG funding to help these efforts.

Additionally, the County recently finished a homelessness study conducted by the Burnes Center on Poverty and Homelessness in Denver, Colorado. This study provided short, mid and long term recommendation for the County to consider in proactively addressing homelessness. The County's Community Enrichment Committee will be looking at the short-term recommendations more closely and evaluating a full time position to lead a number of efforts outlined in the Community Enrichment Plan, including homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Board has identified homelessness and reducing poverty as priority needs for the County. The County has laid out homeless assistance, homeless prevention goals and is working on implementing its Community Enrichment Plan developed by Human Services. The County administers a variety of housing and non-housing community development resources which are used to support the efforts of a broad based community network of service providers which provide homeless assistance in the County and the municipalities. Service providers supported by the County provide outreach and case management which assess individual needs and links them with the continuum of services available in the County.

Addressing the emergency shelter and transitional housing needs of homeless persons

There is a shortage of emergency and transitional housing in the County. There is little public support for creation of mass shelters. The County and service providers have resorted to a rapid re-housing approach to find shelter for those with no shelter options. Because of the lack of affordable rental units, service providers often have to refer households needing emergency shelter or transitional housing to housing providers in surrounding jurisdictions. The County is taking a proactive approach to addressing the shortage of affordable units by working with non-profit and private developers to encourage new developments that would add to the affordable housing inventory. The County is working with existing homeless providers to increase the number of beds and transitional housing opportunities available through existing homeless providers. The County will be meeting and coordinating with municipal

governments to identify development opportunities in their jurisdictions and will be supportive of new affordable developments that municipalities bring forth.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Because of the shortage of transitional units in the County, it is often difficult to move homeless persons into permanent housing. If service providers are unable to place a household in permanently affordable housing in Adams County, they work with housing and service providers in surrounding jurisdictions to find suitable housing. Because of the shortage of both emergency and transitional housing, service providers employ a strategy to either place homeless households outside the County or provide the necessary financial assistance to keep them in their current housing. If the household obtains stable housing, the service providers funded by the County will provide the necessary supportive services to assist that family in maintaining stability and moving toward independence. The supportive services continue so that the formerly homeless households have less chance of experiencing another episode of homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The County funds and supports the local network of service providers which provide homeless prevention services to households in danger of homelessness. By using a prevention strategy, service providers are better able to help households maintain stability in their housing. In order to maintain stability, financial assistance for rent, mortgage, utility and other household necessities is provided by partner agencies. The programs also provide case management and referral services to assist that family in overcoming the challenges that brought them to the brink of homelessness.

Discussion

Not required - NA

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

Over the last decade Adams County has experienced a wide range of economic and demographic transitions. These transitions have led to a county that can pride itself on becoming a desirable destination for those looking to live in a community that is inclusive and that provides lifestyle opportunities that fail to exist in other areas in the seven (7) county Denver Metro region (Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas and Jefferson). The County's current housing climate and geographic location have contributed to the County's growing population – fifth largest and second fastest in the region. In addition, a diversity of land uses from dense cities to suburbs and open range-land, gives the County a unique identity aiding in its growth. The resulting pressures of this growth and housing stock demands have pushed housing prices to a point where many residents struggle to either find attainable housing or maintain their housing.

In a proactive effort to create solutions to the County's housing challenges, the County commissioned the 2017 Housing Needs Assessment (HNA). The HNA created a thorough economic and demographic description of the County, including its strengths and challenges as they relate to housing. The HNA identified findings that were then presented to various stakeholders who provided valuable input and possible solutions. This input also helped build the framework for developing the County's 2018 Balanced Housing Plan (BHP). The BHP's purpose is to take the information collected from the HNA and stakeholder input, and present defined goals and outcomes through a multifaceted and collaborative approach. This plan is truly a balanced housing plan as it seeks to build a platform that allows all areas of the County to achieve housing of all types, and meets the needs of the County's diverse and growing population.

BHP provides recommendations on how to address the following findings:

- Finding 1: Housing is less affordable
- Finding 2: Increasing affordability gap at all income levels
- Finding 3: Housing supply is not meeting demand
- Finding 4: Adams County has distinct socioeconomics

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Adams County has identified affordable housing as a high priority and has moved to address this

through several planning efforts including the Adams County 2015-2019 Con Plan. Through the development of the HNA and BHP, the county focused on creating a plan that provides a roadmap to addressing some of the County's housing barriers by focusing on a balance of the housing.

Balanced Housing is achieved by a community's ability to provide a variety of housing choices that reflect an individual's financial and lifestyle needs. By recognizing that housing needs are shaped by access to jobs, education, and amenities, the BHP is designed as a guide for the County as it strives to provide its residents with housing opportunities that meet their needs and achieving a greater quality of life. The BHP was the next step in county-wide recommendations and set forth the following goals and policies:

Goals

1. Utilize New and Existing Tools
2. Reduce constraints to development
3. Expand Opportunities

Policies

1. Improve and support housing opportunities for all residents in Adams County
2. Foster an environment the promotes "balanced housing"
3. Encourage connection and access between schools and housing
4. Promote the preservation of the County's current housing stock
5. Integrate development practices the increase diversity in housing options

Discussion

Not required - NA

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Actions planned to address obstacles to meeting underserved needs

Adams County is a large county making it difficult to adequately deliver services to both urban and rural constituencies. The mixture of urban and rural land throughout the county poses both service delivery and service recipient challenges. Many of the core agencies are located in the more urban portions of the County which makes service delivery in the eastern and northern rural portions of the county difficult. The lack of adequate transportation and service providers in the rural areas are a hindrance to meeting the needs of the underserved throughout the County.

One of the major problems associated with meeting the needs of the underserved is the levels of funding. In today's economy, more and more county residents are requesting services, which places strains on the County's capacity to adequately provide appropriate care.

One of the areas of weakness that Adams County continues to face is a fully functional referral system. This can be attributed to the recent funding uncertainties within all federally-funded areas (TANF, Food Stamps, Medicaid, etc.) and the vast geographic parameters of service-delivery agencies. The County is working to increase the availability of information for both service-providers and residents. Due to the lack of funding available for information sharing techniques, the process is slower than anticipated. Despite the lack of funds, the County and local service-delivery agencies strive to increase the availability of information online, to minimize the number of unassisted referrals. With additional collaboration with the County's Public Information Office, the County hopes to increase its outreach at community meetings hosted by other departments, public input gained through public hearings, working with the primary senior center (Senior Hub), non-profits who work directly with citizens, and County Poverty Symposiums with regional non-profits addressing the reduction of poverty.

Actions planned to foster and maintain affordable housing

Adams County has made new construction of affordable rental housing and preservation of existing affordable housing priorities for receiving HOME and CDBG funds. Adams County works with the local housing authorities, nonprofit housing agencies and private developers to expand and preserve the affordable housing stock throughout the county.

Furthermore, the County will be completing its 2018 Balanced Housing Plan in July 2018, which outlines specific recommendations to address housing barriers and increase opportunity for the creation and preservation of housing in the County.

Actions planned to reduce lead-based paint hazards

The local Housing Authorities, the Minor Home Repair Program, and other Section 8 provider agencies strictly adhere to the Uniform Condition Property Standards (UPCS) for public housing and Section 8 tenants, and the Lead Safe Housing Rule. Housing Authorities will not allow Section 8 tenants to rent units with lead hazards that are not mitigated by the landlord. In addition, all units owned and purchased and rehabilitated by the housing authorities are mitigated for lead.

Grantees receiving HOME or CDBG funds to purchase and renovate properties which contain lead-based paint are responsible for paying for and coordinating detection and mitigation of lead hazards within the property.

The Adams County Minor Home Repair program requires lead hazard testing when conducting rehabilitation that could involve lead-based paint, and achieve clearance from certified inspectors when the rehabilitation is required per 24 CFR Part 58. All work is completed in accordance with the Lead Safe Housing Rule.

Actions planned to reduce the number of poverty-level families

The Adams County Workforce and Business Center, the County's Community Enrichment Committee, local municipalities, and community agencies work together to identify the emergent employment needs of the low income population and develop appropriate responses to these needs. The Workforce and Business Center provides routine classes and training to enhance the skills of the emerging labor force. The County can also identify qualified and interested business owners, potential business owners and small business owners, as well as those interested in learning a new trade, all of which will foster a comprehensive Section 3 list for future projects. Housing authorities and housing providers are engaged to identify those residents in need of training and/or interested in participating with the Section 3 initiative.

The UHP provides self-sufficiency services to residents of their housing units and clients of the Section 8 voucher program. The FSS program has a proven track record of helping residents gain the skills necessary to move themselves out of poverty.

Actions planned to develop institutional structure

The County is the lead agency in both the CDBG Urban County and the HOME Consortia. Adams County's Urban County consists of:

- Town of Bennett
 - City of Brighton
 - City of Federal Heights
 - City of Northglenn
- Every three years, these jurisdictions are re-invited to renew their Intergovernmental Agreement (IGA) with the County. Each of them receives a percentage of the County's CDBG allocation based on a formula allocation (total and low-income populations). As the lead agency, the County monitors each jurisdiction's projects to ensure they meet national objectives, eligibility, and compliance issues such as environmental review clearances. All projects are assessed through an application process for eligibility and feasibility. In addition to the Urban County, Adams County leads a HOME Consortia with the cities of Westminster and Thornton. A percentage of the county's annual HOME allocation is reserved to each of these municipalities based on a formula determined and posted annually by HUD. The County will be recertifying the HOME Consortia and Urban County IGAs for an additional three (3) year period in 2019. The County also provides portions of its HOME allocation to: Community Development Housing Organizations (CHDO's) (15% requirement) Local Housing Authorities Non-profit housing developers For-profit developers Adams County has increased CHDO qualification strategies to align with the 2013 HOME Final Rule amendments and HUD best practices. Adams County will continue to seek and certifying new CHDOs throughout the County for the purposes of expanding the County's capacity to undertake projects. The County also provides operating expenses to certified CHDOs to help increase capacity and administer HOME projects.

Actions planned to enhance coordination between public and private housing and social service agencies

Adams County will continue efforts to provide technical assistance to community partners as part of its coordination between public and private housing and social service agencies, as well as encouraging sub-recipients to work together to leverage resources and knowledge. The County fosters collaboration between departments to determine the highest and best use of all funding received by the division. These departments include, but not limited to, Public Works, Human Services, Workforce Business Center, and the County Manager's Office and other partners to strengthen the delivery of services to all areas of the County.

Discussion

Not required - NA

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Adams County is not utilizing other forms of investment outside as outlined in CFR 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

In regard to activities carried out during the 2018 program year (identified in the 2017 AAP), recapture provisions are relevant to the Community Resources and Housing Development Corporation's (CRHDC) proposed HOME activities for low-to-moderate income homebuyers.

CRHDC will acquire and rehabilitate affordable homes and sell to eligible homebuyers. Through this program, the homebuyer will also receive HOME assistance by the reduction of the purchase price of the home through the utilization of HOME funds for acquisition and rehabilitation. Proceeds from the sale of the property to an eligible homebuyer will be returned to the County as program income and revolved back into another home for acquisition and rehabilitation – similar to NSP. The HOME assistance provided to the homebuyer will follow Recapture Provisions as set forth in a Deed of Trust and Promissory Note to reduce/forgive the direct subsidy of the HOME investment on a pro-rata basis for the amount of time the homeowner owned and occupied the housing measured against the affordability period. The period of affordability will be set by the applicable period in the HOME rule based on the direct subsidy amount. Resale provisions will not apply to this activity.

The County will not be participating in the First Time Homebuyer Program (FTHB) program in 2018; however, it is expected that there will be recapture from FTHB participants who did not meet the affordability period. UHP operated the FTHB program, and adhered to the affordability requirements as set forth in 24 CFR Part 92.254(a)(4) based on the per unit direct HOME subsidy a on a pro-rata basis per the recapture provision.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The period of affordability is set by the applicable period in the HOME rule based on the direct subsidy amount to the homebuyer, which will be as outlined in the Deed of Trust and Promissory Note. The direct subsidy amount is determined by the difference in reduced purchase price and market value. The recorded Deed of Trust secures the HOME direct subsidy for the term of the affordability period and references the Promissory Note which outlines the recapture

provisions.

Recapture provisions reduce/forgive the HOME investment on a pro-rata basis for the amount of time the homebuyer owned and occupied the housing measured against the affordability period. For example, if \$10,000 in direct subsidy was provided with a five (5) year affordability period and the homeowner sells the home after two (2) years, the affordability period would not be met. The homeowner would then be required to pay 60% of the direct subsidy or \$6,000 in recapture, while \$4,000 is forgiven. If the homeowner refinances and stays in the home, the affordability period is still being met and no payments are due to the County. If the homeowner refinances to take cash out or takes out a home equity loan, the affordability period is not met and the homeowner is obligated to pay the remaining balance of the loan as outlined above. The County will never recapture more than the unforgiven amount of the direct subsidy.

As part of the County's annual monitoring process, CRHDC will be required to submit annual monitoring documents to ensure continued occupancy.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

24 CFR 92.206 does not apply as the County does not utilize HOME funds to refinance existing debt of multi-family housing.

Emergency Solutions Grant (ESG)

1. Include written standards for providing ESG assistance (may include as attachment)

NA

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

NA

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

NA

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

NA

5. Describe performance standards for evaluating ESG.

NA

NA



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 20, 2018
SUBJECT: Adams County Head Start's Amendment to the Application for Supplemental Funds Available to Increase Program Hours
FROM: Chris Kline, Director of Human Services Department
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON: NA
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the resolution for Head Start to apply for Supplemental Funds Available to Increase Program Hours from the U.S. Department of Health and Human Services.

BACKGROUND:

Adams County Head Start is applying for supplemental funds available to increase program hours in three classrooms to meet the 1,020 hours duration per program year for full day services. The U.S. Department of Health and Human Services will award funding for increasing the total annual hours of high-quality early education services offered to children enrolled in Head Start to programs that currently have less than 45% of classrooms meeting the 1,020 duration. ACHS is applying for \$250,000 to fund the increase in program hours in three classrooms beginning in the 2020 fiscal year and \$61,926 for start-up costs during the 2019 fiscal year.

This grant requires Adams County Head Start to provide a non-federal match of \$15,482 for the 2019 fiscal year and \$62,500 for the 2020 fiscal year for a total of \$311,926.

The non-federal match will be provided through donated goods and services.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

U.S. Department of Health and Human Services

ATTACHED DOCUMENTS:

Resolution attached

Amendment Letter to OHS

Application to apply for additional funding to Increase Program Hours

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: 935119**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5230		\$311,926
Total Revenues:			<u>\$311,926</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:	7000.9999		\$311,926
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$311,926</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

**RESOLUTION APPROVING AMENDMENT TO THE HEAD START APPLICATION
FOR SUPPLEMENTAL FUNDS AVAILABLE TO INCREASE PROGRAM HOURS TO
MEET THE REQUIRED 1020 HOURS FOR FULL DAY SERVICES**

WHEREAS, Adams County Head Start wishes to submit a supplemental application for funds to increase program hours in three classrooms; and,

WHEREAS, funds will be used to support salaries and benefits as well as supplies and start up costs.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Amendment to the Head Start Application for Supplemental Funds Available to Increase Program Hours to Meet the Required 1,020 Hours for Full Day Services for Adams County Head Start, be approved.

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



November 20, 2018

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

Re: Approval of Amendment to the Adams County Head Start's U.S. Department of Health & Human Services application for Supplemental Funds Available to Increase Program Hours to meet required 1,020 hours a program year for full day services; 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 Amendment to the Adams County Head Start application for Supplemental Funds Available to Increase Program Hours to meet required 1,020 hours a program year for full day services.

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

**ADAMS COUNTY HEAD START (08CH010252)
APPLICATION FOR SUPPLEMENTAL FUNDS
TO INCREASE PROGRAM HOURS**

TABLE OF CONTENTS

Identify the condition by number.....	page 2
Indicate the number of children proposed to receive increased hours of service under each applicable condition.....	page 2
Explain the rationale for increase program hours and discuss how the proposed changes will meet the identified needs of children and families for each applicable condition.....	page 3
Explain staffing increases for each applicable condition.....	page 3
Identify the sites at which the services are proposed, why these sites were selected, the proposed number of classrooms, and the proposed number of children to be served for each applicable condition.....	page 8
Specify the timetable and dates, by site, when services will be fully implemented for applicable condition.....	page 9
Budget and budget justification.....	page 10
Reasonable and allowable costs.....	page 10
Start-up costs.....	page 10
Personnel; salaries and benefits.....	page 11
Supplies.....	page 11
Adams County Head Start non-federal match.....	page 12
Start-up costs.....	page 12
Training and technical assistance.....	page 12
Total request and non-federal share.....	page 12

SUPPLEMENTAL FUNDS TO INCREASE PROGRAM HOURS

In the 2017 – 2018 school year, four 1020 full-day classrooms were established with funding received through the Office of Head Start (OHS). The implementation of the 1020 classrooms allowed for the provision of a much needed service for the families in our communities. This was the pilot year for the 1020 full-day sessions, and it was a year of learning and growing for the program. Strategies that worked well to support the classrooms were implemented, and challenges were identified. The lessons learned during the pilot year have prepared the program for the implementation of additional 1020 full-day sessions, if approval is granted for funding through this application.

Identify the condition by number

Adams County Head Start (ACHS) is applying for funds under “Condition 5: Head Start programs operating less than 45 percent of center-based slots at 1020 hours.” The program currently serves 256 children in 16 classrooms, in either four full-day sessions that meet the 1020 duration requirement, or in 12 full-day sessions that do not provide the required 1020 hours of instruction. The 16 classrooms are located at five centers in Adams County. A minimum of 128 days of direct services are provided each school year in the full-day sessions. The 1020 full-day sessions provide over 1020 hours of instruction in 158 days of class time. Currently, only 25% of ACHS children (64) benefit from the 1020 duration option.

Indicate the number of children proposed to receive increased hours of service under each applicable condition.

Adams County Head Start is proposing an increase duration to 1020 hours in 3 full-day classrooms (under Condition 5) if the total funding requested is awarded. This will allow ACHS to provide services to 44% of the students, a 19% increase from the current number of children being served in 1020 classrooms. The number of children benefiting from the 1020 hours of instruction will increase to 112 from 64.

Explain the rationale for increase program hours and discuss how the proposed changes will meet the identified needs of children and families for each applicable condition.

Community data identified a shift in the need for full-day services and longer preschool hours for Head Start-eligible families. This shift is part of an increasing trend over the past several years. Analysis of several sources including parent input, community assessments (CA), surveys, and aggregated program data shows that transitioning additional Head Start classrooms to the 1020 duration is essential to meet the needs of Head Start-eligible families. The program's CA reflects lack of affordable full-day services for low-income families. School districts do not offer enough preschool services to meet the need. Parents seeking employment and the rising number of single-parent families also contribute to the demand for more full-day preschool services. During the 2017– 2018 program year, 58% of families were single-parent households. This program year, 61% are single-parent households, where one parent is left to provide for the family with little to no support to care for their children while they work or attend school. Unfortunately, only 25% of ACHS slots meet the 1020 duration.

With ACHS being the only Head Start program in the entire county, the proposed changes will help meet the needs of more Head Start-eligible families and provide full-day classrooms in the neediest communities. The changes also align with the OHS's direction of extending classroom duration services.

Explain staffing increases for each applicable condition.

Extended duration preschool opportunities are critical for school readiness; however, this change does bring challenges for the program. During the program's pilot year, when the current 1020 full-day classrooms were implemented, these challenges were brought to light. By the beginning of August 2017, the 1020 hour requirement was met by offering six and a half hours per day, Monday through Friday, from August to May. One lesson learned from this implementation is that extending duration significantly impacts the program's operational structure and budget. As the year went by, the need for additional staff to successfully implement 1020 classrooms became very apparent. As a result of the obvious need, the program is requesting funding to extend duration in three classrooms and to cover staff salaries needed for adequate support to provide

leadership, guidance, and comprehensive services.

The 1020 staff's availability to attend trainings and meetings; to conduct planning and preparation for instruction; and to gather, organize, record, and analyze children's developmental skills/growth was also impacted when some Fridays became student contact days. Typically, on Fridays, the teaching staff attends trainings and participates in several meetings such as center, family focus, collaboration, district, departmental, supervision, one-on-one, and team meetings. Teaching staff also uses non-instruction time on Fridays to prepare lesson plans, seek resources, and focus on the classroom environment. Additionally, they enter children's developmental growth observations into databases, analyze children's outcomes to meet their individual needs, meet program reporting requirements, and complete parent/teacher conferences and home visits. Fridays are also used to prepare for special events such as kindergarten transitions, Cultural Literacy Festival, and meetings with parents.

Adams County Head Start staff currently receives approximately 50 hours of training annually. This includes mandated trainings, as well as group or individual trainings. The 1020 pilot year emphasized that the increase in service duration limited staff's availability to participate in professional development opportunities, potentially negatively impacting staff's professional growth. Additionally, the increase in hours of instruction limited the teacher's and assistant teachers' ability to spend time working and planning together as a team.

The program is determined to make the necessary changes that ultimately will benefit the Head Start-eligible population. The increase in hours meets the needs of children and families in our community and it impacts the program's operational structure. The reduction limits the number of days staff members have to prepare for the beginning of the school year, conduct home visits, complete enrollments, prepare classrooms, host parent orientations, conduct screening days, prepare the kitchen for meal preparation, participate in training days, host open houses, attend pre-service days, and complete other tasks. It also decreases teachers' availability throughout the year to complete the second home visits and parent/teacher conferences, participate in the program's self-assessment, and results in less time at the end of the program year to complete tasks needed to successfully end the school year.

To prevent these negative impacts on the quality of services provided to the children and

families, the program will focus on staff workload, and will strategically develop the 2019-2020 school calendar ensuring all regulations are met and staff have the time and support needed to successfully perform their job duties.

The program is proposing to hire additional staff to support the 1020 classrooms and a certain number of days will be dedicated to professional development opportunities. This still does not provide sufficient time for one-on-one support with supervisors, center meetings with peers, skill building, classroom organization enhancement, completing assessments and documentation, and enhancing communication across the program. To maintain much needed staff support, ACHS is requesting funds to cover the salaries and benefits for two classroom aides, one education supervisor, one family services specialist, one health specialist, and a reclassification of the lead cook position from part-time to full-time. The program strongly believes that the lack of support experienced in the initial duration extension can be avoided by adding these key personnel.

A program analysis identified the need to hire two additional classroom aides as classroom support to help teachers complete required tasks, maintain the required teacher/child ratios, cover teacher's breaks and lunch hours, and ensure qualified staff provides instructional support in the classrooms. The additional classroom aides will provide coverage for teachers in the classrooms when teachers attend meetings such as collaboration meetings with Child Find and the Special Education and Support Services Supervisor, staffings with the school districts, supervision, meetings with parents, and other meetings as needed.

A method that was utilized to ensure fiscal sustainability for the program, as the transition into full-day sessions in the 2017 – 2018 program year went into effect, was to analyze the need to fill each vacated position. The most impactful change was the decision to not hire one of three education supervisor (ES) positions when it became vacant. It quickly became apparent that an additional education supervisor was needed to provide support to teachers and other education staff. Having only two ESs has placed a strain on the supervisors and staff.

The ES's responsibilities are many, and they include supporting the education staff in all roles/tasks; administering the CLASS assessment; completing the Classroom Checklist three times a year (a monitoring tool); monitoring Teaching Strategies GOLD (TS GOLD), a child development assessment tool; helping with the analysis of TS GOLD; assessing reports

submitted by teachers; providing monthly reporting; tracking and monitoring education staff attendance and leave; addressing HR related matters; completing six month and annual performance evaluations; updating standard operating procedures; assisting in the development of the program calendar; providing trainings; collaborating with the other Head Start departments to ensure seamless, high quality services; and participating in the ACHS leadership team.

Ongoing monitoring and clear communication between supervisors and staff are necessary to ensure compliance with state, local, and Head Start performance standards. Within addition to the requirement that the program show accountability by demonstrating positive outcomes, the education teams are in need of leadership, support, and guidance. The reinstatement of the third ES will re-establish a much-needed stability within the program, it will provide support and supervision to 38 staff members, and it will alleviate the overwhelming workload that the current ESs have shouldered during the vacancy of the third ES position.

Another position that did not get filled once it became vacant was the family services specialist (FSS). Not re-hiring for this position has negatively impacted the quality of services families receive and has severely overburdened the current FSSs. An increase in caseload significantly cut into the time that each FSS has to establish rapport with families, follow up on family goals, provide case management, conduct recruitment, and fulfill other duties that involve collaboration with other departments.

An additional FSS will help prevent staff being placed at multiple sites, thus increasing continuity of staff presence at each location. This will help families build more of a connection with their FSS, increase safety at centers by having an additional staff member for drop off/pick up, and reduce drive time in the middle of the day to and from sites.

Implementation of the 1020 duration has reduced the time FSSs have to meet with families before classes start and after the school year ends. The FSSs need time to have those meetings so they can share expectations and help parents prepare for the kindergarten transition. Hiring another FSS will decrease current FSS caseloads and will allow more time for key tasks that promote parent engagement and recruit families. Smaller caseloads will give staff more time to examine the

Family Strengths and Priorities Assessment at the beginning of the year, which will allow them to identify areas in which they can support their families.

The other position that has been impacted by the 1020 implementation is the health specialist. Health specialists have a broad range of responsibilities and are extremely necessary in maintaining the child and family health and screening services for each center. Each health specialist has a caseload of between 64 and 112 children/families. They coordinate and manage many health requirements including maintaining best practices as required by federal, state, and local regulations.

The health specialists act as a health advocate, screener, case manager, and general health care services coordinator for all medical, dental, and overall preventive care for enrolled children and their families. Health specialists are responsible for accomplishing key tasks. They conduct speech/language and sensory testing, serve as a healthcare case manager, and employ motivational interviewing principles when working with families to ensure they are supported in the follow-up care process. Health specialists also act as a health advocate ensuring preventive healthcare needs are taken care of throughout the child's enrollment. They perform in-house lead and annual anemia testing as required by EPSDT; and abide by regulations required to maintain a Clinical Laboratory Improvement Amendment waiver to perform this testing. These screenings are performed as a convenience to the parent when the medical homes do not conduct this screening.

Health specialists also maintain immunization certification, and they track and follow-up on immunizations as required by the state. Additionally, they monitor annual physical exams and ensure they are completed in a timely manner. Health specialists identify and assess all health needs that require healthcare plans/special diet statements. They insure compliance with, and oversee the coordination of, a contracted Child Health Care Consultant (Registered Nurse) to ensure all training and paperwork is complete. The coordination and tracking of all dental needs is also their responsibility. Based on the Temple Study, conducted in 2013, for work place stress and quality of teacher-child relationships identifies the health specialists as health advocates for the Head Start staff. They lead health challenges throughout the year that incorporate physical activity and healthy eating among all staff. These health challenges have led to an overall increase in staff morale. Increased morale improves teacher-child relationships as observed in the practice of

incorporating our healthy nutrition curriculum in the classrooms, improved family-style meal service, and an increase in teacher-joined physical activity with children during outside play times.

Without two ten-month and one full-time health specialist ACHS would not be as efficient as screeners, health advocates, care coordinators, and leaders of staff health and wellness. Adding this position will ensure that caseloads do not exceed more than 112 children/families per health specialist health specialist. With appropriate/manageable caseloads, the health specialist team will be able to accomplish all the duties listed above.

The Nutrition Department employs two assistant cooks and one lead cook who maintain a 36-hour work week. The assistant cooks have the responsibility of packing meals and snacks and transporting these items to all five centers, Monday through Thursday. With an addition of three 1020 classrooms, seven classrooms will need to be served meals and snacks on Fridays. Currently, we employ a 36-hour lead cook and will need to increase this position to 40 hours per week (one FTE) to meet the additional demands of meal production and delivery on Fridays. This position will have the responsibility of producing meals and snacks as well as offering additional fresh food options. This change will impact the delivery due to the implementation of the additional transport of meals to five centers versus three. As a full time employee, the lead cook will be able to fulfill the production of 144 meals and snacks as well as delivery to all five centers on Fridays.

Identify the sites at which the services are proposed, why these sites were selected, the proposed number of classrooms, and the proposed number of children to be served for each applicable condition.

There is a need for the extended duration in each community served; however, the most vulnerable communities were selected to implement the additional three 1020 full-day classrooms. Little Star Head Start (LSHS), Rainbow Head Start (RHS), and Creekside Head Start (CHS) will each have a 1020 classroom at their center if full funding is provided. These centers are in the southwest area of Adams County.

Little Star is in the most poverty-stricken region of the city of Westminster. This region's demographics indicate high levels of poverty, low educational attainment, and high crime and unemployment rates. The poverty rate in this area is almost three times higher than the rest of

the city, and it exceeds the state and national rates by about half. Third grade test scores in southern Westminster are lower than those across the rest of the city and state.

Rainbow Head Start is in the center of Westminster and serves families residing in Federal Heights, Thornton, Northglenn, and Westminster. These communities share several risk factors correlating with poverty, such as higher numbers of female-only households for children under 5 years of age, higher numbers of grandparents raising their grandchildren, higher crime rates than most cities in Adams County, lower education attainment, and higher than usual numbers of minority groups residing in these cities.

Creekside Head Start is in the southeastern region of the city of Thornton. This is the city with the largest number of children under five years old and is expected to see the most growth in population. This city has the highest number of grandparents raising their grandchildren, and the most expensive rent. On average, 30% of family income goes toward housing.

In summary, the centers selected to include a 1020 classroom are cities with the highest need. The cities identified as having high poverty rates have a large percentage of their population being of Hispanic/Latino decent. They have struggling grandparents raising their grandchildren and continue to experience an increase in crime rates. Additionally, they share more risk factors impeding families from reaching self-sufficiency and children's school readiness. Please refer to the program's community needs assessment for statistical evidence showing that these cities are the most in need of Head Start services.

Little Star Head Start, RHS and CHS will each transition a full-day classroom into a 1,020 Classroom. This will provide the extended duration option to 48 additional children in three classrooms (16 children at each center).

Specify the timetable and dates, by site, when services will be fully implemented for each applicable condition.

If the total funding request is awarded, ACHS will implement the additional three 1020 classrooms by August of 2019, at the beginning of the 2019 – 2020 school year. The hiring of additional employees needed to implement this duration will occur once funding is confirmed.

The program will transition three current full-day classrooms from four days of instruction

per week to five days per week and it will provide 6.5 hours of instruction time daily. A total of 48 slots will transition by August 2019; 16 at each of the following centers: RHS, LSHS, and CHS. This organizational change requires ACHS to provide an additional twenty-nine school days per year to reach the 1020 hours.

BUDGET AND BUDGET JUSTIFICATION

Adams County Head Start anticipates an increased cost in administrative, classroom, and hygiene supplies for the additional 29 school days per classroom. Necessary supplies and materials include consumables such as paper and other classroom supplies, soap, toilet paper, etc. The cost for health supplies will increase as well. Please refer to the budget justification narrative for details on the anticipated costs.

The implementation of the 1020 extended duration aligns with community needs for additional full-day sessions. The program reviewed the operational and financial needs to strategize the impact of the expected program changes. The program appreciates the opportunity to apply for these funds. And, as the only Head Start program serving Adams County, ACHS looks forward to continuing to meet early childhood education needs with comprehensive services.

REASONABLE ALLOWABLE COSTS

The supplemental funds necessary to support the ongoing operating costs for 48 children in 1020 classrooms is \$312,500 per year. Adams County Head Start is requesting \$250,000 (\$247,705 for personnel; \$2,295 for supplies) from OHS, and will provide a non-federal match of \$62,500.

START-UP COSTS

Adams County Head Start is requesting start-up costs of \$61,926 (\$43,639 for salary; \$18,287 for benefits) and will provide a non-federal match of \$15,482. This will allow ACHS to hire and train four new employees starting in August and working the first few months of the 2019-2020 school year.

Personnel: Salaries and Benefits

Adams County Head Start is requesting to hire five additional employees and to increase one current employee work status from part-time to full-time. The following salaries and benefits are needed to maintain high quality services for children and families by providing support for the additional three full-day classrooms. The program is requesting additional salary and benefit funds totaling \$247,705 (\$174,556 for salary; \$73,149 for benefits) as follows:

- Estimated cost for salary and benefits for one education supervisor is \$74,503 (\$52,550 for salary; \$21,953 for benefits).
- Estimated cost for salary and benefits for one family services specialist, 10-month full-time employee, is \$49,744 (\$35,027 for salary; \$14,717 for benefits).
- Estimated cost for salary and benefits for one health services specialist, 10-month full-time employee, is \$50,422 (\$34,912 for salary; \$15,510 for benefits).
- Estimated cost for salary and benefits for two classroom aides, 10-month part-time employees, is \$70,471 (\$49,502 for salary; \$20,969 for benefits).
- Estimated cost for salary and benefits to transition one lead cook from a part-time (.75) status to a full-time (1.0) status is an annual salary increase of \$2,565 and \$0 benefits.

Employee benefits include medical, dental, vision, and life insurance, Adams County retirement plan, long term disability, FICA, Worker's Compensation, and Medicare. Current monthly health insurance costs paid by ACHS average \$541.69 for single coverage, \$1,071.38 for two-party coverage, and \$1,474.66 for family coverage. The program matches each employee's salary contribution of 9% into the Adams County Retirement Plan and pays 100% of life insurance and disability.

Supplies

All supplies are consumable materials, curriculum, or non-consumable program equipment under \$2,500 per item. Adams County Head Start is requesting \$2,295 for supplies to cover 29 additional school days for three classrooms. The breakdown is as follows:

- Cost for classroom supplies which include books, paper, pencils, crayons, markers,

diapers, literacy materials for families, reading materials, curriculum activities, etc. is \$1,850.

- Cost for hygiene supplies which include toothpaste, soap, toilet paper, paper towels, etc. is \$275.
- Cost for operational supplies which include paper, toner, etc. is \$170.

ADAMS COUNTY HEAD START NON-FEDERAL MATCH

Donated services provided by the Adams County cost allocation plan	\$25,500
Volunteer time based on an hourly rate of \$21.48 per hour for 559 hours	\$12,000
Private and state funding	\$25,000
Total non-federal match	\$62,500

Start-up costs

Adams County Head Start is requesting start-up costs of \$61,926 (\$43,639 for salary; \$18,287 for benefits) and will provide a non-federal match of \$15,482. This will allow ACHS to hire and train four new employees starting in August and working the first few months of the 2019-2020 school year.

TRAINING AND TECHNICAL ASSISTANCE

Training and Technical Assistance funds are not included in ACHS's request for extended duration supplemental funds.

TOTAL REQUEST AND NON-FEDERAL SHARE

Total request is **\$250,000** from PA22 funds requested through this **Supplemental Extended Duration of Services application**, \$0 in PA20 funds, and **\$62,500** generated as a Non-Federal Share.

Total request is **\$61,926** from PA22 funds requested through this Supplemental Extended

Duration of Services **Start-Up Costs**, \$0 in PA20 funds, and **\$15,482** generated as a Non-Federal Share.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 20, 2018
SUBJECT: Intergovernmental Agreement with Commerce City for Sharing Fiber Conduit and Data Center
FROM: Kevin Beach, Director
AGENCY/DEPARTMENT: Information Technology and Innovation
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves and authorizes the Chair to sign the IGA with Commerce City.

BACKGROUND:

In June 2008 a Memorandum of Understanding for shared regional fiber infrastructure was executed. In that MOU Commerce City agreed to provide limited use of its fiber conduit along Highway 2 to the County and then the County would provide Commerce City with one server rack in its Data Center. This intergovernmental agreement formalizes that arrangement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolution Approving the Intergovernmental Agreement with Commerce City with the Intergovernmental Agreement attached as Exhibit A.

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT REGARDING
SHARING OF FIBER CONDUIT AND DATA CENTER SPACE BETWEEN THE CITY OF
COMMERCE CITY AND ADAMS COUNTY

WHEREAS, pursuant to Colo. Const. art. XV, § 18, and C.R.S. §29-1-203, Adams County and the City of Commerce City are authorized to cooperate or contract with each other to provide any function or service lawfully authorized to each; and,

WHEREAS, Adams County and the City of Commerce City recognize that each has excess conduit and fiber capacity to provide to the other in order to provide for current and future network services for their jurisdictions; and,

WHEREAS, Adams County has an Information Technology Data Center that is currently used for County information technology purposes and that has excess capacity that can be provided to other parties; and,

WHEREAS, the Parties now wish to enter into an agreement for the purpose of sharing of conduit space, fiber optics, and data center space in order to improve City and County services and to reduce overall network installation and other related and ongoing costs for both parties; and,

WHEREAS, the agreement attached hereto as Exhibit A, and incorporated by reference herein, details the rights and obligations of both Adams County and the City of Commerce City with respect to the sharing of conduit space, fiber optics and data center space.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement Regarding Sharing of Fiber Conduit and Data Center Space Between the City of Commerce City and Adams County, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved.

BE IT FURTHER RESOLVED, that the chair is hereby authorized to execute said Intergovernmental Agreement of behalf of Adams County.

**INTERGOVERNMENTAL AGREEMENT REGARDING SHARING OF FIBER
CONDUIT and DATA CENTER SPACE BETWEEN THE CITY OF COMMERCE CITY
AND ADAMS COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this 30TH day of October, 2018, ~~2017~~, by and between the City of Commerce City, located at 7887 E. 60th Avenue, Commerce City, CO 80022 (hereinafter referred to as the "City") and Adams County Board of County Commissioners, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601 (hereinafter referred to as the "County"). City and County shall be referred to herein, individually as a "Party" and, collectively, as the "Parties."

RECITALS

WHEREAS, pursuant to Colorado Constitution Article XIV, § 18(2)(a) and § 29-1-203, C.R.S., as amended, the Parties may cooperate or contract with each other to provide any function or service lawfully authorized to each; and,

WHEREAS, the Parties recognize that each has conduit and fiber capacity to provide to the other on an ongoing basis without negatively impacting the ability for either to provide for current and future network services for their jurisdictions; and,

WHEREAS, the County has an Information Technology Data Center ("County Data Center") that is currently used for County information technology purposes and that has capacity that can be provided to other parties; and,

WHEREAS, the Parties now wish to enter into this agreement for the purpose of sharing of conduit space, fiber optics, and data center space in order to improve City and County services and to reduce overall network installation and other related and ongoing costs for both parties; and,

WHEREAS, the Parties acknowledge that limited funding and increasing construction costs would make the return on investment unattractive for a single jurisdiction to pursue these infrastructure investments; and,

WHEREAS, the Parties have agreed to an ongoing maintenance and repair program to support network services.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. In exchange for the City providing reasonable, limited use of fiber conduit down Hwy 2, subject to the terms of the existing Memorandum of Understanding for a shared regional fiber

infrastructure dated June 12th, 2008, County will provide the City with one server rack in its data center for DR (Disaster Recovery).

2. **GRANT OF LICENSE.** County hereby grants to the City the right and non-exclusive license ("License") to install and operate information technology equipment in the southwest corner of the County Data Center located at 4430 South Adams County Parkway, Brighton, Colorado 80601.

- a) Permitted Uses. City has the right to use the County Data Center space solely for the purpose of (i) installation of equipment in the applicable space, (ii) maintaining the equipment, (iii) operating the equipment, (iv) utilize available second-party ISP connection (with the permission of the ISP), and (v) removing the Equipment (collectively, the "Permitted Use") in accordance with the terms of this Agreement. Unless otherwise agreed by the Parties in writing, the City shall perform the Permitted Use at its sole cost and expense. The City shall not use or allow or permit the use of the applicable space for any use or purpose other than a Permitted Use.
- b) Prohibited Uses. Without limiting the general permitted uses in Section 1(a) above, the City is prohibited from using the County Data Center to provide services for any other entity, provided this provision shall not apply to any board, district, commission, authority, or enterprise related to or operated by, through, or on behalf of the City.
- c) Not a Grant of an Interest in Real Property. City represents, warrants, acknowledges and agrees that it does not have, has not been granted and will not own or hold any real property interest in the County Data Center; that it is a licensee not a tenant or lessee of the County Data Center; and that it does not have any of the rights, privileges or remedies that a tenant or lessee would have under a real property lease or occupancy agreement.
- d) Installation Costs. The City will be responsible for all expenses associated with the installation of required network hardware and connection to City owned hardware that is installed in the County Data Center.
- e) Relocation or Disruption of Customer Equipment. Notwithstanding the foregoing, upon ninety (90) days prior written notice or, immediately in the event of an emergency, the County reserves the right to relocate, change or otherwise substitute replacement space in the County Data Center at any time, provided that the replacement space is substantially similar in size and configuration to the original space. The County will coordinate all relocations and any emergency access to the Equipment with City IT staff so that service disruptions are avoided when possible and minimized when unavoidable.
- f) Space and Power. The County will provide sufficient space for one secure rack of computer equipment in order to provide the option for the City to locate data servers and storage for backup and recovery purposes within the County Data Center. The rack shall be arranged in a manner to ensure County staff adequate

emergency egress. The County will ensure adequate power is available; however, power strips within the rack are the responsibility of the City.

- g) Access. The County will provide escorted access to the County data center during normal business hours, Monday through Thursday, 8 AM until 5 PM, and unescorted card-key access on an as needed basis for the purpose of after hours accesses.
 - h) Security. The County will maintain the County Data Center in compliance with CJIS requirements. The County will provide the City with notice of any deficiency in CJIS compliance.
 - i) Activity. The City and its Representatives agree to adhere and abide by all security and safety measures established by the County, including the Facilities Use Policy. In addition, The City and its Representatives shall not do or participate in any of the following: (1) misuse or abuse of County property or equipment or third-party equipment, (2) make any unauthorized use of or interfere with any property or equipment of any other County customers, (3) engage in any activity that is in violation of the law or aids or assists in any criminal activity while on County property or in connection with the County Data Center or the Services provided hereunder.
 - j) Clean Space. The City and its Representatives shall keep the County Data Center clean at all times with respect to the City's use of the County Data Center. The City and its Representatives, shall not, except as otherwise agreed to in writing by the other Party, (1) store any paper products or other combustible materials of any kind in the County Data Center (other than equipment manual), or (2) bring any Prohibited Materials (as defined below) into the County Data Center. "Prohibited Materials" shall including, but not be limited to, the following and any similar items: (1) food and drink, (2) tobacco products, (3) explosives and weapons, (4) hazardous materials, (5) alcohol, illegal drugs and other intoxicants, (6) electromagnetic devices which could unreasonably interfere with computer and telecommunications equipment, (7) any other item the County deems disruptive and damaging to the County Data Center or its operations.
3. **RULES AND REGULATIONS.** Each party agrees to abide by and honor the terms and conditions contained in this Agreement and all rules, regulations, policies and procedures with regard to the use of the County Data Center including but not limited to, the County's and Commerce City's Acceptable Use Policy, Facilities Use Policy and Data Center Operation Plan, all as amended from time-to-time, copies of which will be provided to the City upon request.
4. **CONFIDENTIALITY.** Each Party, for themselves, their agents, employees and representatives, agrees that it will not divulge any confidential or proprietary information it receives from the other Party, except as may be required by law.

5. **INSURANCE.** Each Party shall maintain such insurance by self insurance or otherwise as will protect it from claims which may arise out of or result from its operations and use under this Agreement, whether such operations or use be by itself or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable.
6. **DISCLAIMER OF WARRANTY.** Upon execution and delivery of the Agreement, each Party accepts the space or facility of the other (as applicable) on an "as is where-is" basis. Except as otherwise specified in this Agreement, each Party makes no representations or warranties, express or implied, as to the condition of the Space provided or the Data Center and specifically disclaims, any and all express or implied representations or warranties including without limitation, any warranties of merchantability or fitness for a particular purpose.
7. **LIMITATION OF LIABILITY.** EACH PARTY AGREES THAT THE OTHER PARTY SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTIONS OF BUSINESS OR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES SHALL NOT BE LIABLE FOR ANY TYPE OF DOWNTIME OR CONNECTIVITY FAILURE OR SERVICE INTERRUPTION. EACH PARTY AND ITS EMPLOYEES, AGENTS AND REPRESENTATIVES ASSUME ALL RISK, INCLUDING, WITHOUT LIMITATION, FALLS AND ELECTRIC SHOCKS, AND RELEASES THE OTHER PARTY AND ITS AGENTS, EMPLOYEES AND REPRESENTATIVES FROM ANY LIABILITY WHATSOEVER ARISING OUT OF ANY DAMAGE, LOSS OR INJURY TO PERSON AND/OR PROPERTY.
8. **FORCE MAJEURE.** Neither Party to this Agreement will be in violation of the Agreement if the failure to perform the obligations is due to an event beyond such Party's control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other event of a magnitude or type for which precautions are not generally taken in the industry.
9. **ASSIGNMENT AND SUBLICENSE.** This Agreement is voidable if assigned or licensed by either Party.
10. **ATTORNEYS' FEES.** If any legal or administrative action or proceeding is brought by either Party against the other Party to enforce or interpret any term or provision of this Agreement, each Party shall be responsible for its own attorneys' fees and costs incurred in connection with the prosecution or defense of such action or proceeding. The foregoing includes, without limitation, attorneys' fees and costs of investigation incurred in appellate and remand proceedings.

11. **RELATIONSHIP OF THE PARTIES.** The Parties agree that their relationship hereunder is in the nature of independent contractors. Neither Party shall be deemed to be the agent, partner, joint venturer or employee of the other, and neither shall have any authority to make any agreements or representations on the other's behalf. Each Party shall be solely responsible for the payment of compensation, insurance and taxes of its own personnel, and such personnel are not entitled to the provisions of any employee benefits from the other Party. Neither Party shall have any authority to make any agreements or representations on the other's behalf without the other's written consent.

12. **AMENDMENT.** This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided, this Agreement may not be modified or amended except by written agreement of the parties; provided, however, each Party may amend and update its Acceptable Use Policy, Data Center Operation Plan and Facilities Use Policy from time-to-time without amendment to this Agreement or consent of the other Party to such changes.

13. **TERMINATION.** Either Party may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least one hundred and eight (180) days prior to the effective date of the termination. If this Agreement is terminated the Parties shall work together to remove the equipment in a timely manner that avoids or limits any service disruption.

14. **MISCELLANEOUS PROVISIONS.**

a) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue shall be in the County of Adams, State of Colorado.

b) Survival. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement which may require continued performance or compliance beyond the termination date of this Agreement shall survive such termination date and shall be enforceable as provided herein in the event of a failure to perform or comply by a party to this Agreement.

c) Notices. Any notice or communication given pursuant to this Agreement shall be given in writing, either in person (deemed given when actually received) or by certified mail, return receipt requested (deemed given at the time indicated on the completed return receipt). Notice shall be given to the parties at the following addresses:

Adams County:
Director of Information Technology
4430 South Adams County Parkway
Suite C3000
Brighton, Colorado 80601

with a copy to:

Adams County Attorney
4430 South Adams County Parkway
Suite C5000B
Brighton, Colorado 80601

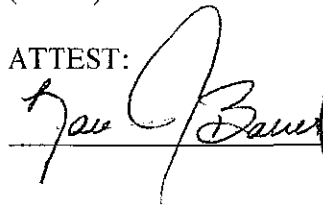

The City of Commerce City:
Director of Information Technology
7887 E. 60th Ave
Commerce City, Colorado 80022

- d) Compliance with the Laws. Each Party shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules or ordinances that affect those employed or engaged by it, the materials or Equipment used and shall procure any and all necessary approvals, licenses and permits, all at its own expense.
- e) Waiver. No term or condition of this Agreement shall be deemed to have been waived by either Party unless the waiver is in writing and signed by the waiving Party or their duly authorized representative.
- f) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- g) Headings. The section headings provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.

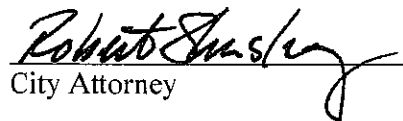
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

(SEAL)

ATTEST:

APPROVED AS TO FORM:


City Attorney

CITY OF COMMERCE CITY

By 

Title

Mayor

Date

October 15, 2018

ADAMS COUNTY

(SEAL)

By _____

ATTEST:

Title _____

Date _____

APPROVED AS TO FORM:



Adams County Attorney's Office



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 11/20/2018
SUBJECT: Land Lease Extension
FROM: Jeri Coin, on behalf of Dave Ruppel
AGENCY/DEPARTMENT: Colorado Air and Space Port
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the resolution.

BACKGROUND:

Reaction Engines, Inc., (“Tenant”) has a Land Lease, located at 40200 E. 51st Avenue, on a parcel of airport property. The Tenant desires to increase the size of the leased area from the current 10,790 square feet to 141,900 square feet and the Landlord desires to lease this expanded area to the Tenant, as shown on the amended Exhibit A.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

1. Attorney

ATTACHED DOCUMENTS:

1. Resolution
2. Land Lease
3. Amendment 1 to Lease

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT 1 TO THE LAND LEASE BETWEEN
COLORADO AIR AND SPACE PORT AND REACTION ENGINES, INC.

Resolution 2018-

WHEREAS, in 2017, the Front Range Airport ("Landlord") entered into a Land Lease with Reaction Engines, Inc. ("Tenant"), concerning a parcel of land at the Airport; and,

WHEREAS, Tenant is the current owner of the Land Lease, located at 40200 E. 51st Avenue, Watkins, CO 80137; and,

WHEREAS, on August 17, 2018, the Federal Aviation Administration (FAA) issued a launch site license to Adams County, Colorado and Adams County officially changed the facility's name from Front Range Airport to Colorado Air and Space Port; and,

WHEREAS, the Tenant desires to increase the size of the leased area from the current 10,790 square feet to 141,900 square feet and the Landlord desires to lease this expanded area to the Tenant, as shown on the amended Exhibit A; and,

WHEREAS, the land lease for future structures will be charged at the prevailing structure land lease rate; and,

WHEREAS, Landlord and Tenant have agreed to amortize the water/sewer connection tap fee over the first 10 years of the lease at a rate of \$1,857.60 per year; and,

WHEREAS, the parties wish to reduce the initial Lease term five (5) years ending to July 31, 2022, to comply with the maximum lease term for non-aeronautical properties.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Amendment 1 to the Land Lease between Colorado Air and Space Port and Reaction Engines, Inc., a copy of which is attached hereto, is hereby approved.

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

**AMENDMENT 1 TO LAND LEASE AGREEMENT BETWEEN THE
COLORADO AIR AND SPACE PORT AND REACTION ENGINES, INC.**

THIS AMENDMENT 1 is made and entered into this ____ day of _____, 2018, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado, 80601 ("Landlord") on behalf of the Colorado Air and Space Port, and Reaction Engines, Inc., a U.S. company incorporated in the State of Delaware, with offices located at 514 Perry Street, Suite C203, Castle Rock, Colorado, 80104 ("Tenant").

RECITALS

A. WHEREAS, the Front Range Airport and Reaction Engines, Inc., entered into a Land Lease ("Lease"), dated August 8, 2017, regarding land at the Front Range Airport; and,

B. WHEREAS, Tenant is the current owner of the Land Lease, and continues to occupy the leased premises, located at 5125 30th Avenue; and,

C. WHEREAS, on August 17, 2018, the Federal Aviation Administration (FAA) issued a launch site license to Adams County, Colorado and Adams County officially changed the facility's name from Front Range Airport to Colorado Air and Space Port; and,

D. WHEREAS, Adams County reassigned the address of the leased premises to 40200 E 51st Avenue, Watkins CO 80137; and

E. WHEREAS, the Tenant desires to increase the size of the leased area from the current 10,790 square feet to 141,900 square feet and the Landlord desires to lease this expanded area to the Tenant, as shown on the amended Exhibit A; and,

F. WHEREAS, the Landlord has established the new rent breakdown to be \$0.34 per square foot per year for the current occupied area of 11,000 square feet and \$0.14 per square foot per year for the unoccupied area of 130,900; and,

G. WHEREAS, land lease for future structures will be charged at the prevailing structure land lease rate; and,

H. WHEREAS Landlord and Tenant have agreed to amortize the water/sewer connection tap fee over the first 10 years of the lease at a rate of \$1,857.60 per year; and,

I. WHEREAS the parties wish to reduce the initial Lease term five (5) years ending to July 31, 2022, to comply with the maximum lease term for non-aeronautical properties.

NOW, therefore, in consideration of the promises, conditions and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following changes in the Lease:

1. Section 3 of the Lease is replaced with the following:

Term. The initial term of this Lease shall be for five years commencing August 1, 2017 and ending July 31, 2022. Thereafter, additional five (5) year renewal terms may be offered at the Landlord's sole discretion provided the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Colorado Air and Space Port, and the Landlord has determined that the building is in good repair. The Tenant may terminate this Lease without penalty if the Tenant does not receive the HTX contract award from the United States Government or at the end of the original or any extended lease term by giving the Landlord written notice of its intent to terminate at least ninety (90) days prior to the end of the applicable lease term.

2. Section 4 of the Lease is replaced with the following:

Rent. The leasehold space shall consist of occupied space of 11,000 square feet and the unoccupied space of 130,900 square feet for a total of 141,900 square feet. The annual rent for said leasehold space for the first five years of this Lease commencing upon execution hereof, shall be Three Thousand Seven Hundred and Forty and no 100^{ths} Dollars (\$3,740.00), computed at the annual rate of thirty-four cents (\$0.34) per square foot, times the building footprint of seventy (70) feet by fifty (50) feet plus fifteen (15) feet on all four sides plus thirty (30) feet by twenty (20) feet plus fifteen (15) feet on all four sides, or eleven thousand (11,000) square feet and Eighteen Thousand, Three Hundred and Twenty Six and no 100^{ths} Dollars (\$18,326.00), computed at the annual rate of fourteen cents (\$0.14) per square foot, times the unoccupied space of one hundred and thirty thousand, nine hundred (130,900) square feet, as shown on Exhibit "A", for a total of Twenty Two Thousand, Sixty Six and no 100^{ths} Dollars (\$22,066).

- d. Tap Fees shall be amortized over the first 10 years of this Lease at a rate of One Thousand, Eight Hundred and Fifty-Seven and Sixty 100ths Dollars (\$1,857.60) per year, to be paid in conjunction with the annual lease payment.
- e. Future structures built on the leasehold shall be charged at the prevailing structure land lease rate.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

ATTEST:
STAN MARTIN, CLERK
& RECORDER

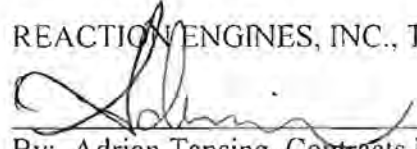
By: Chair

Deputy Clerk

APPROVED AS TO FORM:

County Attorney's Office

REACTION ENGINES, INC., TENANT


By: Adrian Tansing, Contracts Manager

LAND LEASE

This lease is made effective this 6 day of May, 2017 by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado, 80601 ("Landlord") on behalf of the Front Range Airport, and Reaction Engines Inc., a U.S. company incorporated in the State of Delaware, with offices located at 514 Perry Street, Suite C203, Castle Rock, Colorado, 80104 ("Tenant").

Adams County owns and operates the Front Range Airport ("Airport"), located at 5200 Front Range Parkway, Watkins, Colorado 80137, in Adams County, Colorado.

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

1. Lease and Description. Upon the terms and conditions hereinafter set forth, and contingent upon a United States Government contract award for the HTX project, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises situated at the Front Range Airport, Adams County, Colorado, known as 5125 30th Avenue Watkins, Colorado 80137 ("Premises"), the configuration and legal description of which are set forth on the Site Plan attached hereto as Exhibit "A" and incorporated herein by this reference. The Tenant shall have the non-exclusive use of taxiways, runways and other areas of the Airport, which are not within the exclusive use of other tenants and the Landlord.

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

The HTX Test Facility and the leasehold interest created hereby are to be used for high temperature flow testing purposes as well as general support of heat exchanger and thermodynamic cycle development, including but not limited to parking, storing and maintaining test equipment and test articles, set up of the test facility, conducting flow tests at varying temperature conditions, ground operation of turbine engines and thermodynamic cycles, and other activities associated with heat exchanger technological development and performance testing. The tenancy created hereby is subject to the terms of this Lease, the Minimum Standards of Front Range Airport, all applicable federal, state and local laws and ordinances. The Minimum Standards shall be provided by the Landlord to the Tenant in writing upon the approval of this Lease and thereafter from time to time as they are amended.

3. Term. The initial term of this Lease is 10 years, commencing, August 1, 2017, and ending July 31, 2027. Thereafter, additional five (5) year renewal terms may be offered at the Landlord's sole discretion provided the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Front Range Airport, and the Landlord has determined that the building is in good repair. The Tenant may terminate this Lease without penalty if the Tenant does not receive the HTX contract award from the United States Government or at the end of the

original or any extended lease term by giving the Landlord written notice of its intent to terminate at least ninety (90) days prior to the end of the applicable lease term.

4. Rent. The rent for said leasehold space for the first five years of this lease commencing upon execution hereof, shall be Three Thousand Six Hundred and Sixty Nine and no/100 Dollars (\$3,669.00), computed at the annual rate of thirty-four cents (\$0.34) per square foot, times the building footprint of seventy (70) feet by fifty (50) feet plus fifteen (15) feet on all four sides plus thirty (30) feet by twenty (20) feet plus fifteen (15) feet on all four sides, or ten thousand seven hundred and ninety (10,790) square feet as shown on Exhibit "A". The total square footage for which Tenant is responsible for purposes of maintenance and repairs as per paragraph 9 of this Lease and otherwise, is one hundred (100) feet by one hundred forty (140) feet, or 14,000 square feet.

a. Future Rental Periods. Commencing August 1, 2022, and every year thereafter, the annual rental sum shall be increased by 3% and shall be calculated using 10,790 square feet as shown on Exhibit "A", the Premises.

b. Proration of First Year's Rent. The first year's rent shall be prorated based on the month of occupancy and shall be determined upon receipt of the Certificate of Occupancy.

c. Rent payments. The annual rental payments are due the first day of the Lease anniversary month for all years of the Lease after the first year. The annual rental payment shall be made at 5200 Front Range Parkway, Watkins, Colorado 80137, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. In the event that rent is not paid within ten (10) days of the Lease anniversary month, Tenant shall pay upon any installment of rent a late charge penalty for each month or fraction thereof during which the rent or a portion thereof is not paid, equal to five percent (5%) of the amount of such rent (plus accrued late charge penalties, if any) due and payable. The amount of the late charge penalty shall be added to the amount due and the total thereof shall be subject to a late charge for each succeeding month or fraction thereof in the amount of five percent (5%) of the total.

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

6. Utilities. Tenant hereby covenants and agrees to pay all monthly or other regular charges for heat, light, and water, and for all other public utilities which shall be used in or charged against the Premises during the full terms of this Lease.

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

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

9. Repair and Maintenance.

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

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

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

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

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

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

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

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

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

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

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

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

16. Fire Insurance. At its sole expense, at all times after commencement of construction on the Premises, the Tenant shall carry fire and extended coverage hazard insurance (including vandalism and malicious mischief protection) on all buildings commenced on the Premises, the policy or policies of which shall name the Landlord as an additional insured to the extent of the Landlord's interest in such buildings. A true copy of all such policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at

least thirty (30) days prior written notice to the Landlord, no such policy shall contain a deductible clause greater than \$1,000 per claim. In the event of loss, the Tenant shall pay such deductible amount.

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

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

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

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

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

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

20. Removal of Improvements. Upon termination of this Lease, at its sole cost, the Tenant shall remove any above-ground improvements made to the Premises, except for any pavement that may exist on the Premises at the time of termination. If the Landlord elects to take over the HTX Test Facility following termination of the Lease, Landlord shall inform the Tenant of this decision in writing and prepare an agreement for the transfer of the HTX Test Facility to the Landlord.

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

LANDLORD

Airport Director
Front Range Airport
5200 Front Range Parkway
Watkins, Colorado 80137
303-261-9103

TENANT

Reaction Engines Inc
514 Perry Street, Suite C203
Castle Rock, CO 80104
866-764-1221

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

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

23. Signs. Any sign or symbol placed anywhere on the Premises shall first be approved by the Landlord. Any sign or symbol not so approved shall be immediately removed upon notice by the Landlord at the Tenant's sole expense. The Tenant's failure to promptly remove such sign or symbol shall entitle the Landlord to remove it at the Tenant's sole expense. Any sign or symbol approved by the Landlord for display on the Premises shall be removed at Tenant's expense at the termination of the Lease. In addition to being authorized by the Landlord, all signs displayed on the Premises shall conform to all applicable laws and regulations, and the Tenant shall pay all fees associated therewith. Tenant will mount a sign on each end of the HTX Test Facility containing the Facility name, street address and emergency contact information.

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

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

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

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

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

29. Hazardous Substances. The Tenant shall not permit hazardous substances upon the Premises except those that are normally associated with aeronautical-like purposes.

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

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

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

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

IN WITNESS WHEREOF the parties have executed this Lease this 8 day of AUG 2017.

TENANT:

REACTION ENGINES INC.

By: [Signature]
CONTRACTS MANAGER

Date: 7-17-17

LANDLORD:

ADAMS COUNTY
BOARD OF COUNTY COMMISSIONERS

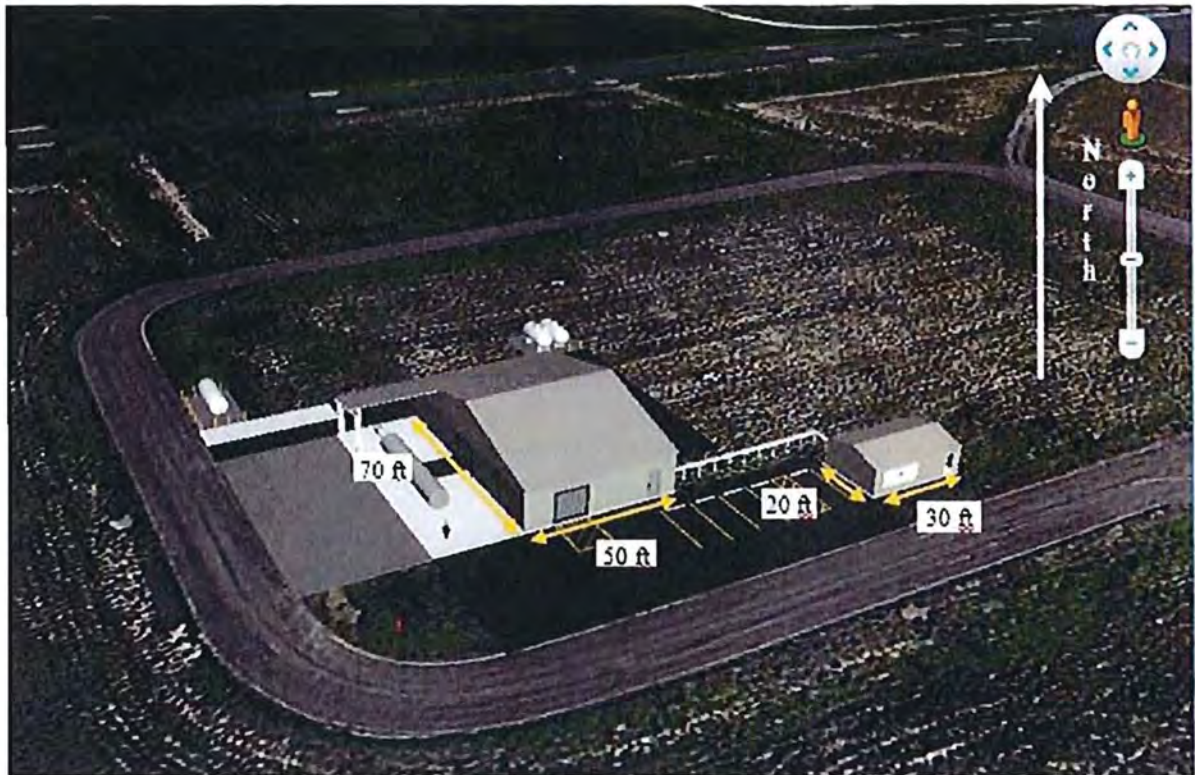
By: [Signature]
Chair
Date: 8-8-17

ATTEST:

By: [Signature]
County Attorney's Office

Date: 8-8-17

EXHIBIT "A" Premises



Building Services

Electrical Power

Multiple Options are being evaluated:

Option A

Single phase 120V from closest light pole
Rented generator(s) for 1 phase & 50 Hz

Option B

3 phase 400V 60 Hz from maintenance building
Rented 60 Hz → 50 Hz converter unit(s)

Option C

3 phase 400V 60 Hz from maintenance building
Rented 50 Hz generator(s)

Water

Non-potable water for testing
piped in from local source as shown
(de-sionizing filters in building)
Trucked in potable water for personnel

Sewer

New near by septic field
Or "Port a Potties"

Heat

Propane tank
Propane heaters



Figure 4 – Test Cell Location – Relative to Power & Water Sources

EXHIBIT "B" Insurance

The Tenant will be required to procure and maintain, at its own expense and without cost to the Landlord, the kinds and minimum amounts of insurance as follows:

I. Comprehensive General Liability

In the amount of not less than one million dollars combined single limit. Coverage to include:

- A. Premises
- B. Products/Completed Operations
- C. Broad Form Comprehensive, General Liability
- D. Front Range Airport Authority and Adams County as Additional Insured

II. Comprehensive Automobile Liability

In the amount of not less than \$500,000 combined single limit for bodily injury and property damage.

III. Employers Liability, Worker's Compensation and Unemployment Insurance

The Tenant shall secure and maintain employer's liability, Workman's Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to and death of workmen engaged in work under this contract.

Certificate of Insurance

The Tenant shall not commence work under this contract until it has submitted to the landlord, and received approval thereof, certificates of insurance showing that it has complied with the foregoing insurance.

All referenced insurance policies and/or certificates of insurance shall be issued to include the Front Range Airport Authority as an "additional insured". The name of the bid or project must appear on the certificate of insurance.

- 1. Underwriters shall have no right of recovery or subrogation against the Front Range Airport Authority; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 2. The clause entitled "Other Insurance Provisions" contained in any policy including Front Range Airport Authority as an additional named insured shall not apply to Front Range Airport Authority.
- 3. The insurance companies issuing the policy or policies shall have no recourse against Front Range Airport for payment of any premiums due or for any assessments under any form or any policy.
- 4. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

If any of the said policies shall be or at any time become unsatisfactory to the Landlord as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Landlord, the Tenant shall promptly obtain a new policy, submit the same to the Landlord for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Tenant to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the Landlord, may be immediately declared suspended, discontinued or terminated after 60 days written notice to the Tenant. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 20, 2018
SUBJECT: Consent to Assignment and Assignment
FROM: D. E. Ruppel, Director, Air and Space Port
AGENCY/DEPARTMENT: Colorado Air and Space Port
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves a resolution for a consent to assignment

BACKGROUND:

In 2003, Colorado Air and Space Port, FKA, Front Range Airport (“Airport”) entered into a Land Lease with School District No. 1 in the City And County Of Denver, State Of Colorado, (“Assignor”); for certain real property known as 37835 Astra Way, located on Colorado Air and Space Port, 5200 Front Range Parkway, Watkins, CO 80137-7131. By means of the attached Assignment the Assignor desires to assign his right, title and interest in and to the Lease to Colorado Hangars, LLC (“Assignee”) and Assignee, desires to take assignment of the Lease from Assignor.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney’s Office

ATTACHED DOCUMENTS:

1. Resolution
2. Assignment
3. 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:			
Total Revenues:			

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING ASSIGNMENT OF LEASE WITH SCHOOL DISTRICT NO. 1
IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO TO COLORADO
HANGARS, LLC

Resolution 2018-

WHEREAS, Adams County is a body corporate and politic that owns and operates an airport known as Colorado Air and Space Port ("Landlord"); and,

WHEREAS, in 2003, the Landlord entered into a Land Lease with School District No. 1 ("Assignor") for certain real property known as 37835 Astra Way, with the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131; and,

WHEREAS, on August 17, 2018, the Federal Aviation Administration (FAA) issued a launch site license to Adams County, Colorado, and Adams County officially changed the name of the Airport, from Front Range Airport, to Colorado Air and Space Port; and,

WHEREAS, by means of the attached Assignment, Assignor desires to assign its right, title, and interest in and to the Lease to Colorado Hangars, LLC ("Assignee"), and Assignee desires to take assignment of the Lease from Assignor.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado that the Consent to Assignment and Assignment of Land Lease dated August 8, 2003, from School District No. 1, for the site known as 37835 Astra Way, to Colorado Hangars, LLC, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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

ASSIGNMENT

THIS AGREEMENT is made among Adams County, located at 4430 S. Adams County Parkway, Brighton, Colorado, 80601, ("Landlord") on behalf of the Colorado Air and Space Port, School District No. 1 in the City and County of Denver, State of Colorado, a body corporate (Assignor), and Colorado Hangars, LLC (Assignee), located at 13000 East Control Tower Rd, K16, Englewood, CO 80112.

BASIS FOR AGREEMENT

A. WHEREAS, the Front Range Airport Authority ("Authority") and Assignor entered into an Unimproved Land Lease ("Lease") dated August 8, 2003, whereby Assignor leased from Authority certain premises situated at the Front Range Airport, Adams County, Colorado ("Airport"), known as Module #3 Parking Lot;

B. WHEREAS, the Authority and Assignor entered into a Land Lease dated August 8, 2003, whereby Assignor leased from Authority certain premises situated at the Airport, known as 37835 Astra Way, Watkins, Colorado 80137 (collectively, the Unimproved Land Lease and Land Lease are the "Leases") and,

C. WHEREAS, the Authority was dissolved in December 2013, and all right, title, and interest in its property, including contract rights and obligations, were transferred to Landlord; and,

D. WHEREAS, on August 17, 2018, the Federal Aviation Administration (FAA) issued a launch site license to Adams County, Colorado, and Adams County officially changed the name of the Airport to Colorado Air and Space Port; and,

E. WHEREAS, Assignor, desires to assign all its right, title and interest in and to the Leases to Assignee, and Assignee desires to take assignment of the Leases from Assignor; and,

F. WHEREAS, under the terms of the Leases, such assignment is subject to approval by the LANDLORD.

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

TERMS AND CONDITIONS

1. Assignor hereby assigns all its right, title and interest in and to the Leases to Assignee. The Parties agree that Assignor shall continue to be responsible for all liabilities, claims, civil actions, and warranties incurred by Assignor, or arising from Assignor's tenancy under the Leases through the transfer date.

2. LANDLORD hereby grants its approval for the assignment of the Leases.

3. Assignee shall be bound by all the terms and conditions of the Leases, and in the event of Assignee's default, bankruptcy or other event described in section 13 of the Unimproved Land Lease and section 12 of the Land Lease, Assignee indemnifies Assignor, and holds it harmless from all claims, liabilities, judgments, fees, costs, expenses and duties arising under the Leases, including attorney fees and court costs.

ASSIGNOR:

LESSEE:

School District No. 1.

Colorado Hangars, LLC.

By: *L. A. Marshall (Deena)*
L. A. Marshall (Deena)

By: *Greg Hodge*
Manager

Date: 11-8-18

Date: 11-7-2018

CONSENT:

ATTEST:

ADAMS COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Mary Hodge, Chair

By: _____
County Attorney's Office

Date: _____

APPROVED AS TO FORM:

By: *Julie Cella*
Office of the General Counsel

LAND LEASE

This lease is made effective this 8th day of August, 2003 by and between the Front Range Airport Authority, a political subdivision of the State of Colorado, located at 5200 Front Range Parkway, Watkins, Colorado 80137, ("Landlord") and School District No. 1 in the City and County of Denver, State of Colorado, a body corporate ("Tenant").

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

1. Lease and Description. Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises situated at the Front Range Airport, Adams County, Colorado, known as 37835 Astra Way, Watkins, Colorado 80137 ("Premises"), the configuration and legal description of which are set forth on the Site Plan attached hereto as Exhibit "A" and incorporated herein by this reference. The Tenant shall have the non-exclusive use of taxiways, runways and other areas of the Airport, which are not within the exclusive use of other tenants and the Landlord. At all times during this Lease and any extension of this Lease, the Landlord shall provide Tenant and Tenant's students and staff with a means of accessing the Premises through such non-exclusive use of taxiways, runways and other areas of the Airport. Such access shall be at no charge to Tenant or Tenant's students and staff, except for the cost of access cards if a secured access system is installed at the Airport in the future.

2. Business Purpose. The Premises shall be used for the operation of a commercial aviation maintenance school or for the operation of an aircraft hangar building and 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 aircraft hangar building constructed on the Premises and the leasehold interest created hereby are to be used for aeronautical-related purposes, including but not limited to parking, storing and maintaining aircraft and other activities associated with an aviation maintenance school. Aircraft stored in the hangar must meet the Taxilane Object Free Area Width for airplanes in Design Group I as defined in FAA AC150/5300-13 Airport Design\Chapter 4., Taxiway and Taxilane Design, nor weigh more than 12,500 pounds. The tenancy created hereby is subject to the terms of this Lease, the Minimum Standards of Front Range Airport (except as otherwise agreed by the Landlord herein), 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. To the extent that future changes in the Minimum Standards require expenditure of funds by DPS, such future changes will be subject to negotiations between the parties and would allow for an effective date in the next fiscal year of DPS as they apply to the Premises.

3. Term. The initial term of this Lease is twenty-five years, commencing 12:01 a.m., August 8, 2003, and ending at midnight on August 7, 2028. So long as the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Front Range Airport (as agreed by the Landlord herein), and the Landlord has determined that the building is in good repair, the Landlord shall extend the term of this Lease for a five (5) year period effective August 8, 2028 and ending at midnight on August 7, 2033. Thereafter, additional five (5) year renewal terms may be offered so long as the requirements of this paragraph have been met. The Tenant may terminate this Lease without penalty at the end of the original or any extended lease term by giving the Landlord written notice of its intent to terminate at least ninety (90) days prior to the end of the applicable lease term.

4. Rent. The rent for said leasehold space for 2003, the first year of this lease commencing upon execution hereof, shall be Two Thousand Four Hundred and Eleven and 16/100 Dollars (\$2,411.16), computed at the pro-rated, annual rate of eighteen cents (\$0.23) per square foot, times the building footprint of fifty-five (55) feet by two hundred eighty (280) feet plus fifteen (15) feet on all four sides or 26,350 square feet as shown on Exhibit "A". The total square footage for which Tenant is responsible for purposes of maintenance and repairs as per paragraph 10 of this Lease and otherwise, is three hundred thirty (330) feet by one hundred forty-four (144) feet, or 47,520 square feet. Rent payment shall be made at 5200 Front Range Parkway, Watkins, Colorado 80137, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. The Tenant shall also pay for any calendar year or fraction thereof for which rent is due but not paid within ten (10) calendar days of the due date a late charge equal to five percent (5%) of the rent due and any accrued late charges. The prorated annual rent for 2003 shall be due and payable on September 1, 2003.

a. Future Rental Periods. Commencing on January 1, 2004, the annual rent shall be \$6,060.50, computed at the annual rate of twenty-three cents (\$0.23) per square foot, with the leasehold space consisting of 26,350 square feet. Commencing January 1, 2008, and every five years thereafter, the annual rental sum shall be adjusted based upon the prevailing land rental rate for the Front Range Airport and shall be calculated using 26,350 square feet as shown on Exhibit "A", footprint of the leasehold space. Notwithstanding the prevailing land rental rate for the Front Range Airport, in no event shall Tenant's rent increase more than fifteen percent (15%) in total over any five year period. The annual rent shall be due and payable on January 1 of each year. Rent for the final year of the Lease shall be prorated to the last day of the term.

b. Annual Appropriations. The Tenants obligation for payment of rent or any other item hereunder shall extend only to annual appropriations by the Tenant's Board of Education as provided in the School District Budget Law of 1964, C.R.S. 22-44 Part 1 and C.R.S. 22-32-127. In the event funds are not so appropriated, this lease shall terminate as if its term had expired with thirty (30) days prior written notice to Landlord.

c. Tenant Liability Exposure. Notwithstanding any other provision of this Lease to the contrary, no term or condition of this Lease shall be construed or interpreted as a waiver of the governmental immunity afforded to Tenant as a governmental entity. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of negligence of the Tenant, its departments, institutions, agencies, boards, officials and employees is limited by governmental immunity. Any provision of this Lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Tenant in accordance with such governmental immunity.

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

6. Improvements Constructed on Premises. The Landlord agrees that the currently existing improvements constructed on the Premises meet the requirements of this paragraph 6. All future renovations to the improvements constructed on the Premises are subject to the following terms and conditions:

a. All improvements shall be built in strict accordance with design plans and specifications, including floor plans and elevations showing the dimensions, appearance, interior characteristics and color of exterior finishes. Said plans and specifications shall be filed with and approved by the Landlord and the Adams County Building Department or the State of Colorado, if it has jurisdiction over approval of such plans and specifications before construction commences. Landlord's approval or disapproval of Tenant's plans shall be provided to Tenant within thirty (30) days after submission of those plans to Landlord by Tenant. Any disapproval must be reasonable and shall state specifically the reasons for the disapproval. Tenant shall have the right to re-submit plans after any disapproval by Landlord.

b. Tenant is responsible for paying fourteen thousand four hundred dollars (\$14,400.00) toward the construction of a twenty-five (25) foot wide by one hundred forty-four (144) foot taxilane on the north end of the hangar. The taxilane shall be constructed by Landlord per the Specifications attached hereto and shown as Exhibit "B". Upon execution of this agreement Tenant shall pay Landlord fourteen thousand four hundred dollars (\$14,400) for the cost of construction of the taxilane. Landlord will construct the taxilane section in conjunction with the taxilane required by the hangar at 37851 51st Avenue, at such time as the hangar is near the completion of its construction, at no further cost to Tenant.

7. Utilities. Tenant hereby covenants and agrees to pay all monthly or other regular charges for heat, light, and water, and for all other public utilities which shall be used in or charged against the Premises during the full terms of this Lease.

8. Taxes. The Tenant shall pay all property and other taxes that are assessed against the Premises, to the extent that such property or other taxes may be legally assessed against property owned by the Tenant.

9. Occupancy. The Premises shall not be occupied or used for any purposes except those approved by the Adams County Building Department and local fire marshal. Notwithstanding the foregoing, the Premises may be occupied and used for the purposes set forth in paragraph 2.

10. Repair and Maintenance. For purposes of this paragraph 10, the "Premises" shall mean the area shown as the "Maintenance and Repair Area" on page 3 of Exhibit A.

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

b. Good Condition: Tenant shall keep Premises in good order and working condition and will do all necessary and appropriate maintenance and repair work at its sole expense. If Tenant fails to maintain the Premises, Landlord may perform such maintenance and invoice Tenant for all costs incurred. Prior to commencing work, Landlord will provide Tenant with thirty (30) days written notice and right to cure, and the applicable provisions of paragraph 26 below shall apply.

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

d. Care of Petroleum products and Other Material by Tenant: Tenant shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport statutes, regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the

Tenant, the Tenant shall be responsible for the clean up, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so, the Landlord may take any reasonable and appropriate action in the Tenant's stead. The cost of such remedial action by the Landlord shall be paid by the Tenant.

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

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

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

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

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

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

15. Liability Insurance. The Tenant shall maintain liability insurance by a company or companies reasonably acceptable to the Landlord insuring the Tenant against claims based on personal injury or death and damage or destruction of property that arise from the intentional or negligent acts of the Tenant, its agents, employees or servants or by means of any form of transportation, including owned, non-owned and hired automobiles, to the extent required by Exhibit "C" attached hereto and incorporated herein by this reference. The Landlord shall be included on all such policies as a named insured, and a true copy of those policies shall be furnished to the Landlord upon request. Every such policy shall provide that it cannot be canceled

without at least thirty (30) days prior written notice to the Landlord. Tenant may discharge its insurance obligations hereunder through a self-insurance program.

16. Accidents. The Tenant shall bear the risk of damage or destruction of all personal property on the Premises. The Landlord shall not be liable for any damage to persons or property on the Premises sustained by the Tenant or others, whether caused by defects now on the Premises or due to conditions hereafter arising in any building or other improvement or appurtenance thereon, including but not limited to lack of repair, fire, bursting or leaking water, gas, sewer or steam pipes, or the acts or omissions of the Tenant, any subtenant, purchaser or other occupant of the Premises or any invitee on the Premises, or the happening of any accident from any cause in or about any improvement on the Premises. Notwithstanding the foregoing, in no event shall this paragraph be interpreted as conferring upon any third party a cause of action against Tenant.

17. Fire Insurance. At its sole expense, at all times after commencement of construction on the Premises, the Tenant shall carry fire and extended coverage hazard insurance (including vandalism and malicious mischief protection) on all buildings commenced on the Premises, the policy or policies of which shall name the Landlord as an additional insured to the extent of the Landlord's interest in such buildings. A true copy of all such policies shall be furnished to the Landlord upon request. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord. In the event of loss, the Tenant shall pay the deductible amount. Tenant may discharge its insurance obligations hereunder through a self-insurance program.

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

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

and that appraiser's valuations shall be conclusive and binding on both parties. If the Tenant has already given written notice of lease termination as provided in paragraph 3 above, at the time it receives the Landlord's notice of condemnation, the Premises shall be surrendered to the Landlord at the end of the then-current lease term without regard to the provisions of this paragraph. In the event that Landlord condemns the Premises, Tenant shall have the option to require Landlord to include in the condemnation the premises (including the improvements to the premises) described in the Unimproved Land Lease executed by the Landlord and Tenant on the same date as this Land Lease.

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

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

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

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

d. Supervening Event – Parking Lot. Tenant may cancel this Lease if, due to a supervening event, Tenant cancels the Unimproved Land Lease executed by Tenant and Landlord on the same date as this Lease.

e. Landlord's Breach of Parking Lot Lease. Tenant may cancel this Lease if Tenant cancels the Unimproved Land Lease executed by Tenant and Landlord on the same date as this Lease due to breach by the Landlord of any of its obligations under the Unimproved Land Lease and the failure of the Landlord to remedy such breach in accordance with the terms of the Unimproved Land Lease.

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

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

LANDLORD

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

TENANT

Executive Director
Denver Public Schools
Department of Facility Management
2800 West Seventh Avenue
Denver, CO 80204

With copies to:

General Counsel
Denver Public Schools
900 Grant Street
Denver, CO 80203

Executive Director/Principal
Emily Griffith Opportunity School
1250 Welton Street
Denver, CO 80204

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

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

24. Signs. Any sign or symbol placed anywhere on the Premises shall first be approved by the Landlord. Such approval shall not be unreasonable withheld. Any sign or symbol not so approved shall be immediately removed upon notice by the Landlord at the Tenant's sole expense. The Tenant's failure to promptly remove such sign or symbol shall entitle the Landlord to remove it at the Tenant's sole expense. Any sign or symbol approved by the Landlord for display on the Premises shall be removed at Tenant's expense at the termination of the Lease. In addition to being authorized by the Landlord,

all signs displayed on the Premises shall conform to all applicable laws and regulations, and the Tenant shall pay all fees associated therewith. Tenant will mount a sign on each end of the hangar containing the hangar number, street address and language similar to a "no parking" sign.

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

26. Default and Re-Entry. Unless resulting from events described in paragraphs 18, 19 or 20 above, the Tenant's failure to pay rent when due or its violation of any other of its obligations hereunder shall entitle the Landlord to terminate this Lease upon thirty (30) days prior written notice. If the default or violation is cured within the said thirty (30)-day period, or if the violation is not capable of complete cure within the said period but cure is commenced within the period, the Landlord shall have no right of termination. However, if the default or violation is not cured, or cure of the violation is not begun, within the thirty (30)-day period, the Lease shall be deemed terminated at the end of that period upon a second notice by the Landlord. Upon termination the Tenant shall be entitled to recover any prepaid rent and other fees, and the Landlord shall be entitled to possession of the Premises. If the Tenant fails to vacate the Premises, the Landlord shall have the right to evict the Tenant pursuant to Colorado law.

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

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

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

30. Hazardous Substances. The Tenant shall not permit hazardous substances upon the Premises except those that are normally associated with aeronautical-like purposes.

31. Motor Vehicle Parking. Motor vehicles shall be parked only within designated parking areas as approved by the Landlord, in writing. Vehicle access to and from the Premises shall be controlled according to vehicle operations on the Airport Operations Area (AOA) as stated in the Minimum Standards.

32. Aircraft Parking. Aircraft shall not be parked on taxiways, aprons or other pavement on the Premises in a manner that unduly obstructs access to the west adjacent hangars. Tenant may park aircraft on the paved area on the east side of the Premises (to the east of the hangar building), as long as such aircraft are: (1) airworthy, ramp worthy or operational; and (2) complete on the exterior (i.e. can't be missing wings, tail section, etc.). Aircraft that are not complete on the exterior must be stored on the interior of the hangar building.

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

34. Liability. The Tenant shall bear the entire loss or damage to all improvements to the Premises, whether by windstorm, fire, earthquake, snow, water run-off or any other cause whatsoever.

35. Engine Run Ups and Outdoor Maintenance. Tenant may use the paved area on the east side of the Premises (to the east of the hangar building) for occasional run up of engines placed on a portable engine run up test bed (not lasting more than 15 minutes per run up), occasional engine run ups on a PT6 or other aircraft (run at a low engine RPM) and occasional maintenance activities that cannot be performed in the hangar building, including aircraft washing meeting the Storm Water Management Plan dated 11/2002 (only biodegradable phosphate detergents are acceptable, and solvents/thinners shall not be used in outdoors situations or in buildings not protected by oil/water separators). Tenant agrees to work with other hangar owners to address reasonable concerns relating to Tenant's engine run ups, with the understanding that the ability to perform engine run ups is a necessary part of Tenant's educational program and, therefore, engine run ups at a location proximate to Tenant's hangar building are allowed. Tenant may also choose to taxi operational aircraft to areas designated by Landlord at the airport for engine run ups.

36. Clarification of Development Policy & Application Procedures and Minimum Standards. In addition to other clarifications made elsewhere in this Lease, the following clarifications are made with respect to the Development Policy & Application Procedures and Minimum Standards:

a. Lot Aesthetics. Landscaping of the Premises is not required at this time. Tenant shall be required to comply with future landscaping requirements that are consistently applied to all hangar tenants at the Airport. In the event such landscaping

requirements are implemented, Landlord shall provide Tenant with sufficient notice of such requirements to allow Tenant to budget for the requirements in the next fiscal year.

b. Peripheral Buildings. Tenant shall have the right (but not the obligation) to construct a 20 foot wide permanent addition to the hangar building on the east side of the Premises, subject to Landlord's approval of the plans and specifications for such addition in accordance with paragraph 6 hereof, which approval shall not be unreasonably withheld.

c. Storage Areas. Tenant shall have the right to locate a hazardous materials storage cabinet meeting EPA Rules & Regulations and Front Range Airport Storm Water Management Plan on the paved area of the Premises located to the east of the hangar building, subject to Landlord's advance approval of the size of the cabinet, materials to be stored in the cabinet and addressing Landlord's reasonable concerns with respect to containment and possible spills of the materials to be stored in the cabinet. Landlord's approval of the cabinet shall not be unreasonably withheld.

d. Rooftop Mechanical Units. Landlord will not require the screening of rooftop mechanical units that Tenant may elect to install on the hangar building located on the Premises. Tenant agrees to properly secure such units.

e. Trash Container. A covered trash container is approved by the Landlord for the Premises and is required to be positioned at the south end of the hangar building. Tenant will secure the trash container from movement caused by wind.

f. Screening Requirements for Transformer. Landlord must approve the transformer location for the Premises. Screening of the transformer for the Premises will not be required by the Landlord. However, if the transformer is located in a vehicle or aircraft movement area, concrete filled pipe bollards or other appropriate safety measure approved by the Landlord, will be required.

g. Signage. Tenant will be allowed to have business location and directional signage for its program, subject to Landlord's approval which shall not be unreasonably withheld.

h. Pre-Submittal Meeting and Development Application. Tenant has met the pre-submittal meeting requirements and the development application requirements for the Premises. An additional pre-submittal meeting and development application for the Premises is not required.

i. Type of Tenant Activity. For purposes of the Minimum Standards, Tenant is considered a "Specialized Commercial Aeronautical Activity under the heading of "other miscellaneous activities directly related to aircraft support", unless otherwise mutually agreed by Tenant and Landlord. Accordingly, a business license and an Application for Commercial Aeronautical Activity will be required.

j. Lien Waiver. Tenant shall not be required to submit a lien waiver from its contractor. Tenant will provide Landlord with a copy of its final acceptance/settlement document for Landlord's review.

37. Counterparts. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

IN WITNESS WHEREOF the parties have executed this Lease effective this 8th day of August 2003.

LANDLORD
FRONT RANGE AIRPORT AUTHORITY

Attest:

By: 
DENNIS R. HEAP, Clerk

By: 
TED L. STRICKLAND, Chair

BOARD OF COMMISSIONERS
OF ADAMS COUNTY

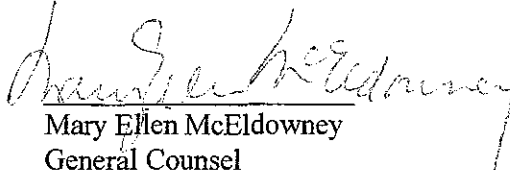
Approved as to form:



By: 
ELAINE T. VALENTE, Chair

TENANT
SCHOOL DISTRICT NO. 1 IN THE
CITY AND COUNTY OF DENVER
STATE OF COLORADO

Approved as to form:


Mary Ellen McEldowney
General Counsel


By: 
ELAINE GANTZ BERMAN
President of the Board of Education

Exhibit A
Page 1 of 3.

"EXHIBIT A"
LEGAL DESCRIPTION

A tract of land with dimensions of 144.00 feet by 374.00 feet, located in the Northwest quarter of the Southwest quarter of Section 15, Township 3 South, Range 64 West of the 6th Principal Meridian, Adams County, Colorado, being more particularly described as follows:
Beginning at the Southwest corner (SW cor.) of Section 15,
Thence North 01 deg. 18 min. 58 sec. West, 1323.88 feet to the West Sixteenth Corner of the Southwest quarter of said Section 15;
Thence North 09 deg. 56 min. 03 sec. West, 493.78 feet;
Thence North 89 deg. 50 min. 08 sec. East, 465.00 feet to the Southwest corner of the Lease and the True Point of Beginning TPOB.
Thence North 00 deg. 09 min. 52 sec. West, 374.00 feet, to the Northwest corner of the Lease;
Thence North 89 deg. 50 min. 08 sec. East, 144.00 feet, to the Northeast Corner of the Lease;
Thence South 00 deg. 09 min. 52 sec. East, 374.00 feet, to the Southeast corner of the Lease;
Thence South 89 deg. 50 min. 08 sec. West, 144.00 feet, to the Southwest corner of the Lease and the True Point of Beginning.
County of Adams, State of Colorado.

311

Exhibit A
Page 2 of 3

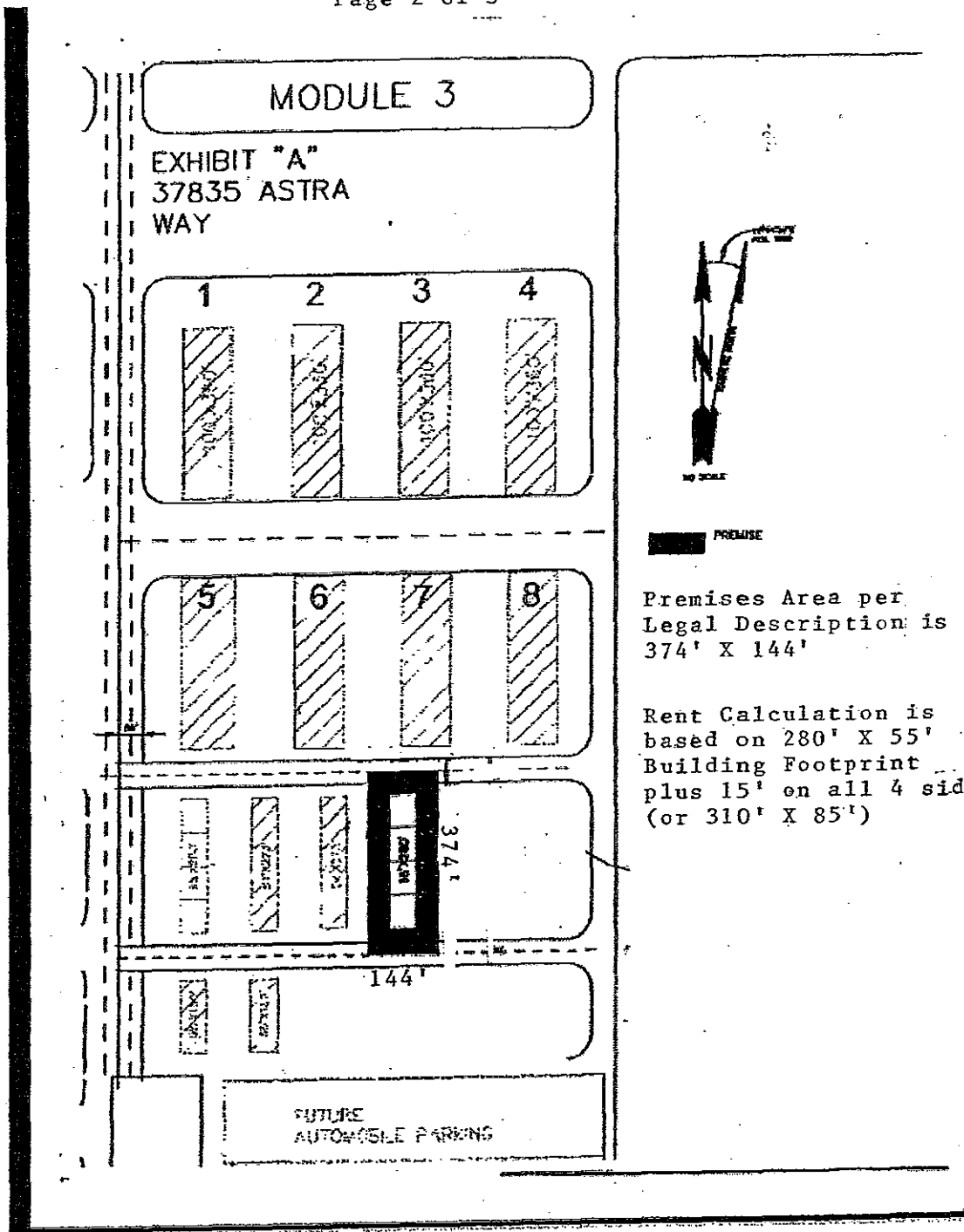
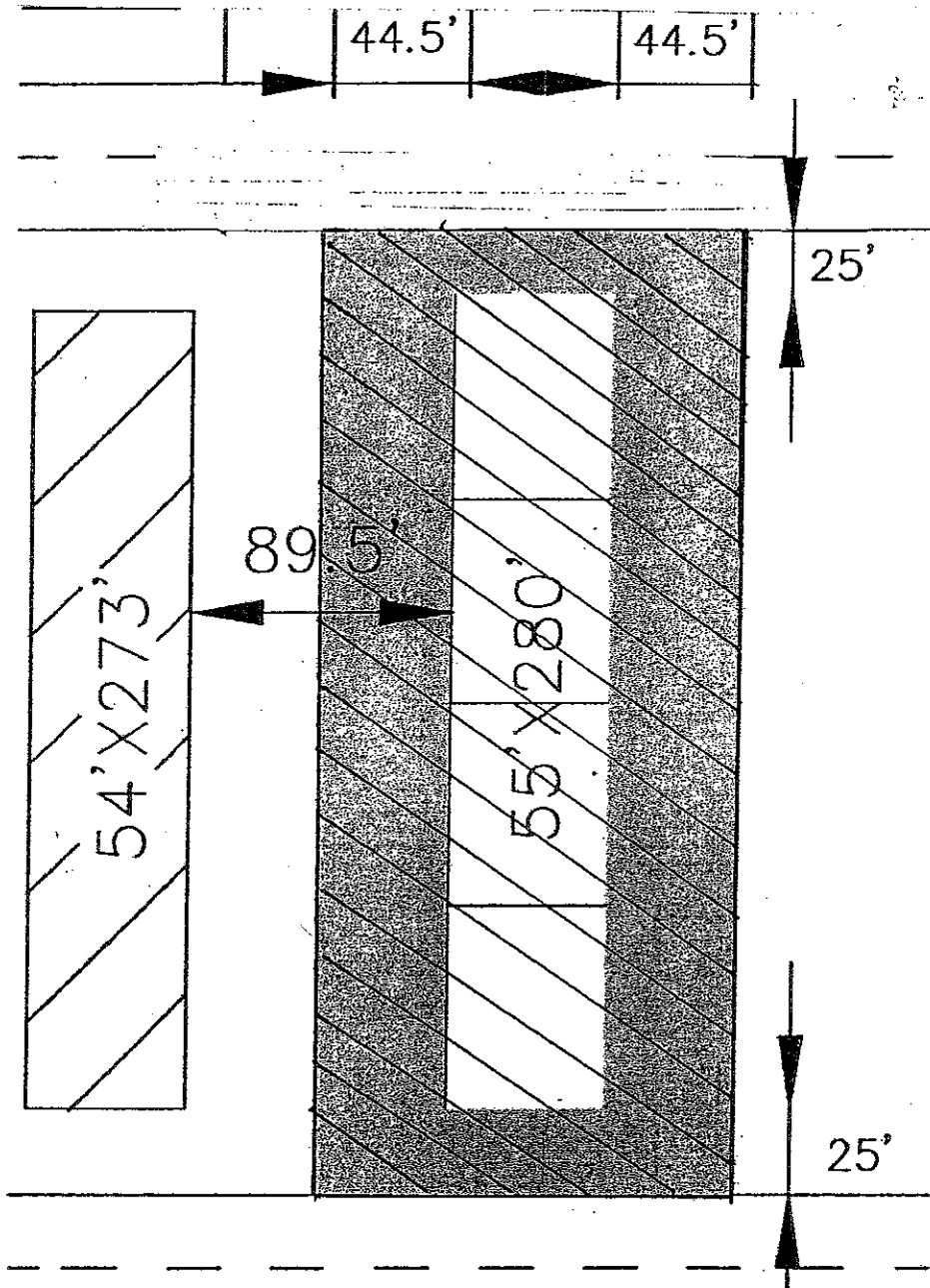


Exhibit A
Page 3 of 3

Paragraph 10 "Maintenance and Repair Area"



9/10/13

EXHIBIT "B"

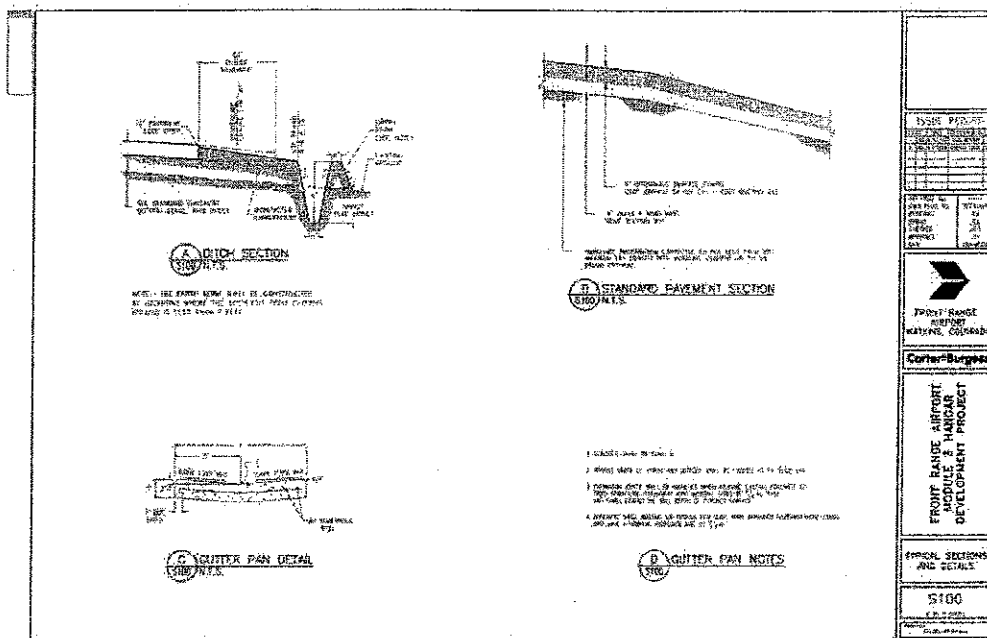


EXHIBIT "C"

Page 1 of 2

INSURANCE

The Tenant will be required to procure and maintain, at its own expense and without cost to the Landlord, the kinds and minimum amounts of insurance as follows:

I. Comprehensive General Liability

In the amount of not less than one million dollars combined single limit.
Coverage to include:

- A. Premises
- B. Products/Completed Operations
- C. Broad Form Comprehensive, General Liability
- D. Front Range Airport Authority and Adams County as Additional Insured

II. Comprehensive Automobile Liability

In the amount of not less than \$500,000 combined single limit for bodily injury and property damage.

III. Employers Liability, Worker's Compensation and Unemployment Insurance

The Tenant shall secure and maintain employer's liability, Workman's Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to and death of workmen engaged in work under this contract.

Certificate of Insurance

The Tenant shall not commence work under this contract until it has submitted to the landlord, and received approval thereof, certificates of insurance showing that it has complied with the foregoing insurance.

All referenced insurance policies and/or certificates of insurance shall be issued to include the Front Range Airport Authority as an "additional insured". The name of the bid or project must appear on the certificate of insurance.

- 1. Underwriters shall have no right of recovery or subrogation against the Front Range Airport Authority; it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 2. The clause entitled "Other Insurance Provisions" contained in any policy including Front Range Airport Authority as an additional named insured shall not apply to Front Range Airport Authority.

EXHIBIT "C"

Page 2 of 2

3. The insurance companies issuing the policy or policies shall have no recourse against Front Range Airport Authority for payment of any premiums due or for any assessments under any form or any policy.
4. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

If any of the said policies shall be or at any time become unsatisfactory to the Landlord as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Landlord, the Tenant shall promptly obtain a new policy, submit the same to the Landlord for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Tenant to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the Landlord, may be immediately declared suspended, discontinued or terminated after 60 days written notice to the Tenant. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 11/20/2018
SUBJECT: Land Lease Extension
FROM: Dave Ruppel, Director
AGENCY/DEPARTMENT: Colorado Air and Space Port
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the resolution.

BACKGROUND:

T-83 Complex Windchaser Condominium Association, Inc., (“Tenant”) has an Unimproved Land Lease for Hangar T-83, located at 37600 50th Avenue, on a parcel of airport property. The lease will expire on May 31, 2019, and by means of this Amendment 1 the Tenant would like to extend the overall lease term to fifty (“50”) years from the original start of the lease. This change will insure continued lease revenue for the airport and make the hangars easier to sell or finance. Approval of Amendment 1 will extend the lease to expire on May 31, 2049.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

1. Attorney

ATTACHED DOCUMENTS:

1. Resolution
2. Unimproved Land Lease
3. Consent to Assignment & Assignment
4. Amendment 1 to Lease

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT 1 TO THE UNIMPROVED LAND LEASE
BETWEEN COLORADO AIR AND SPACE PORT AND T-83 COMPLEX WINDCHASER
CONDOMINIUM ASSOCIATION, INC.

Resolution 2018-

WHEREAS, in 1999, the Front Range Airport (“Landlord”) entered into an Unimproved Land Lease with Ronald C. Webster concerning a parcel of land at the Airport; and,

WHEREAS, Ronald C. Webster sold the hangar to T-83 Complex Windchaser Condominium Association, Inc. (“Tenant”), on May 19, 2003; and,

WHEREAS, Tenant is the current owner of the Land Lease, and,

WHEREAS, on August 17, 2018, the Federal Aviation Administration (FAA) issued a launch site license to Adams County, Colorado and Adams County officially changed the facility’s name from Front Range Airport to Colorado Air and Space Port; and,

WHEREAS, the Unimproved Land Lease will expire on May 31, 2019; and,

WHEREAS, by means of the attached Amendment 1 the parties wish to extend the term of the Unimproved Land Lease through May 31, 2049, and adjust the rent accordingly.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Amendment 1 to the Unimproved Land Lease between Colorado Air and Space Port and T-83 Complex Windchaser Condominium Association, Inc., a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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

**AMENDMENT 1 TO UNIMPROVED LAND LEASE AGREEMENT BETWEEN
THE COLORADO AIR AND SPACE PORT AND T-83 COMPLEX
WINDCHASER CONDOMINIUM ASSOCIATION, INC.**

THIS AMENDMENT 1 is made and entered into this _____ day of _____, 2018, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado, 80601 ("Landlord") on behalf of the Colorado Air and Space Port, and T-83 Complex Windchaser Condominium Association, Inc., located at 37600 E. 50th, Watkins, CO 80137 ("Tenant").

RECITALS

A. WHEREAS, the Front Range Airport Authority ("Authority") and Ronald C. Webster entered into a Unimproved Land Lease ("Lease"), dated June 1, 1999, regarding land at the Front Range Airport; and,

B. WHEREAS, Ronald C. Webster sold the hangar to T-83 Complex Windchaser Condominium Association, Inc., ("Tenant") on May 19, 2003; and,

C. WHEREAS, Tenant is the current owner of the Unimproved Land Lease, and will indemnify Landlord in the event anyone challenges the assignment; and,

D. WHEREAS, Tenant continues to occupy the leased premises; and,

E. WHEREAS, the Authority was dissolved in December 2013, and all right, title, and interest in its property, including contract rights and obligations, were transferred to Landlord; and,

F. WHEREAS, on August 17, 2018, the Federal Aviation Administration (FAA) issued a launch site license to Adams County, Colorado and Adams County officially changed the facility's name from Front Range Airport to Colorado Air and Space Port; and,

G. WHEREAS, the initial term of the Lease will expire on May 31, 2019, and by means of this Amendment 1 the parties wish to extend the term to May 31, 2049, bringing the Lease to the maximum 50 year term.

NOW, therefore, in consideration of the promises, conditions and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following changes in the Lease:

1. Section 3 of the Lease is replaced with the following:

TERM: The initial term of this Lease shall be for fifty years commencing June 1, 1999 and ending at midnight on May 31, 2049. Tenant must remain in full compliance with the terms of this Lease and the Minimum Standards, as may be changed from time to time, and must remain a financially viable entity, and must also maintain the structural integrity and condition of the building to the Landlord's reasonable satisfaction at all times during the term of the Lease. In the event Tenant fails to comply with the obligations in this Section 3, Landlord may terminate this Lease upon thirty days written notice. Provided that the Property is serviceable as determined by the Landlord, ownership of the building(s) shall revert to the Airport at the end of this Lease. If the Property is not serviceable, it shall be removed from the Airport by Tenant at the termination of this Lease.

2. Tenant indemnifies Landlord for any claims made by any person challenging Tenant's ownership of the Lease.

3. Except as modified by this Amendment 1, the terms of the Lease shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

ATTEST:
STAN MARTIN, CLERK
& RECORDER

By: Chair

Deputy Clerk

APPROVED AS TO FORM:

County Attorney's Office

T-83 COMPLEX WINDCHASWER
CONDOMINIUM ASSOCIATION, INC.,
TENANT



By: Ron Delcamp, President

T-63

UNIMPROVED LAND LEASE

1130794
4/22/2003 16:46:38
PG: 0001-013
\$6.00 DOC FEE:
CAROL S. DYER
ADAMS COUNTY

0.00

This lease is effective this 1st day of June, 1999, between the Front Range Airport Authority, a political subdivision of the State of Colorado, located at 5200 Front Range Parkway, Watkins, Colorado 80137 ("Landlord") and Ronald C. Webster, located at 2810 Eaton, Wheatridge, CO 80214 ("Tenant").

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

1. Lease and Description: Upon the terms and conditions hereinafter set forth, Landlord does hereby lease to Tenant and the Tenant does hereby lease from the Landlord that certain parcel of land situated at the Front Range Airport, in the County of Adams, State of Colorado, hereinafter called the ("Premises"). The configuration of and legal description of the Premises are set forth on the site plan attached hereto as Exhibit "A" and incorporated herein by this reference. The Tenant shall have the non-exclusive use of taxiways, runways and other areas of the airport not within the exclusive use of other tenants and Landlord.

2. Business Purpose: The Premises are to be used for the construction and use of an aircraft hangar building and facilities, which shall be subject to and pursuant to this Lease, and shall not in any way be interpreted as creating or vesting a fee ownership interest in the Tenant or any unit owners to the Premises.

The aircraft hangar building and the leasehold herein are to be used for aeronautical - related purposes including, but not limited to, parking and storing of aircraft, maintenance and other activities associated with aircraft ownership. Tenant(s) are subject to this Lease Agreement, all Federal, state and local laws, regulations and ordinances. Tenant(s) are also subject to the Minimum Standards of the Front Range Airport. The Minimum Standards shall be provided to Tenant by Landlord from time-to-time as they are amended.

3. Term: The initial term of this Lease shall be for twenty years commencing June 1, 1999 and ending at midnight on May 31, 2019. The Landlord shall extend the term of this lease for a five (5) year period so long as the Tenant is in full compliance with the terms of this lease, the Minimum Standards currently in effect, the Tenant remains current with financial obligations to the Airport, and the Authority has determined that the structural integrity and condition of the building(s) remains good. Thereafter, additional five (5) year renewal terms may be offered to Tenant so long as the requirements of this paragraph continue to be met. Renewal rental rates shall be adjusted according to current land lease rates. Tenant shall provide ninety (90) days prior written notice if it desires to terminate this Lease at the end of the Term or a subsequent renewal period.

4. Rent: a. The rent for said leasehold space for 1999, the first year of this lease commencing upon execution hereof, shall be Two Thousand Five Hundred and 47/100 Dollars (\$2,500.47), computed at the pro-rated, annual rate of eighteen cents (\$0.18) per square foot, multiplied by the building footprint plus fifteen (15) feet or

23,814 square feet as shown on Exhibit "A". The total Premises, for which the Tenant is responsible, is one hundred seventy-five feet (175) by three hundred fifteen feet (315), or 55,125 square feet. Such rent shall be paid to the Landlord on June 1, 1999, and shall be mailed or delivered by hand to the Front Range Airport, 5200 Front Range Parkway, Watkins, Colorado 80137.

b. Future Rental Periods. Annual rent for the years 2000 through 2005 shall be Four Thousand Two Hundred Eight-Six and 52/100 Dollars (\$4,286.52), computed at the annual rate of Eighteen Cents (\$0.18) per square foot, with the leasehold space consisting of 23,814 square feet. Commencing January 1, 2006, and every five years thereafter, the annual rental sum shall be adjusted based upon the prevailing land rental rate for the Front Range Airport and shall be calculated using 23,814 square feet as shown on Exhibit "A", footprint of the leasehold Premises.

c. Rental Payments. The annual rent shall be due and owing as of the first day of each lease-year, commencing January 1, 2000. In the event that rent is not paid within ten (10) days of January 1st, Tenant shall pay upon any installment of rent a late charge penalty for each month or fraction thereof during which the rent or a portion thereof is not paid, equal to five percent (5%) of the amount of such rent (plus accrued late charge penalties, if any) due and payable. The amount of the late charge penalty shall be added to the amount due and the total thereof shall be subject to a late charge for each succeeding month or fraction thereof in the amount of five percent (5%) of the total.

5. Assignment of Lease; Release of Lessee. Tenant shall not assign, transfer, encumber or otherwise pledge any or all part of Tenant's interest or obligation of this agreement without the written consent of the Landlord and such consent will not be unreasonably withheld.

6. Buildings Constructed on Premises. a. Any construction of buildings and roads proposed on the Premises shall be approved by the Landlord in writing prior to commencement of construction as outlined in the Development Steps attached hereto as Exhibit "B". Any buildings and roads so constructed shall be done strictly in accordance with the full design plans and specifications, including drawings and elevations showing the dimensions, appearance, interior characteristics, and color of the finished buildings, to be filed with and approved by the Landlord prior to commencing construction. Tenant, Tenant's contractor and subcontractors shall only use the "Construction Route" as depicted on Exhibit "A" to transport materials and equipment to and from the project site. All such parties shall only use the "Staging Area" as depicted on Exhibit "A" for the storage of materials and equipment necessary for this project. Tenant agrees to construct a hangar, two hundred ninety-four (294) by fifty-one (51) feet and two aprons having a single wheel aircraft weight bearing capacity of not less than twelve thousand five hundred (12,500) pounds. Each apron shall be a minimum of forty (40) feet wide by three hundred ten (315) feet. The buildings shall be placed upon the lot at the location shown on the plot plan submitted to the Adams County Building Department, which must be first approved by the Front Range Airport Authority. Tenant agrees to install apron/parking lot lighting at the rate of one 250W high-pressure sodium fixture every seventy-three (73) feet of building frontage. The Tenant shall remove any excess soil from this construction from the site. All buildings shall be used for the business purpose(s) set forth in paragraph 2 of this Lease. The Tenant shall warrant all work for a

period of two years. Tenant agrees to correct any work found to be defective or deficient without cost to the Landlord. This warranty can not be assigned, transferred or delegated to subsequent Tenants unless otherwise agreed to by Landlord.

b. Unless construction is commenced within ninety (90) days of the date this Lease is executed, this Lease shall become null and void unless Landlord agrees to a longer period. Landlord shall seek to mitigate damages incurred and Tenant may be entitled to return of advanced rent and other fees paid to Landlord.

c. Tenant shall complete the hangar and have a Certificate of Occupancy no later than one hundred twenty (120) days after the start of construction. It shall be the responsibility of the Tenant to secure at Tenant's sole expense all permits, legal descriptions, and approvals required for the use of the Premises and construction of any buildings thereon.

7. Repairs. Tenant will at all times keep the Premises neat, clean and in a sanitary condition, and will replace any glass of all broken windows and doors of the buildings as may become cracked or broken, and except for reasonable wear and tear and damage by fire or other unavoidable casualty, will at all times present the Premises in as good repair as they are at the commencement of this Lease. All repairs shall be at Tenant's sole cost and expense.

8. Utilities. Tenant is responsible for bringing utilities from the present point of termination to the perimeter of the Premises. Tenant is responsible for installing a water meter. Tenant is responsible for installing fire hydrants as required by the local fire department. The Tenant must provide all improvements within the perimeter of the Premises including, but not limited to, paving, landscaping, buildings, parking, lighting, septic/sewer, gas, telephone and other facilities or utilities. All utilities shall be underground. After installation, pavement shall be repaired according to Airport standards or at Landlord's request. Tenant hereby covenants and agrees to pay water and sewer tap fees as stated in the Minimum Standards and all monthly or other regular charges for heat, light, and water, and for all other public utilities which shall be used in or charged against the Premises during the full terms of this Lease. Landlord agrees to cooperate in the acquisition of temporary hook ups.

9. Taxes. The Tenant hereby covenants and agrees to pay all taxes that are assessed against the Premises during the terms of this Lease.

10. Certificate of Occupancy. The Tenant shall not occupy or use any buildings hereinafter erected on the Premises until a Certificate of Occupancy thereof has been issued by Adams County.

11. Structural Repair and Maintenance. Tenant agrees to maintain the Premises in a safe, sanitary, orderly and sightly condition. The Premises shall at all times be maintained in accordance with any applicable Building Code of Adams County. Specifically:

a. Good Condition. Tenant shall keep leased Premises in good order and working condition and will do all necessary and appropriate maintenance and repair

work at its sole expense. If Tenant fails to so maintain the Premises, Landlord may perform such maintenance and bill Tenant for all costs incurred. Prior to commencing work, Landlord will provide Tenant with thirty (30) days written notice.

b. **Removal of Waste.** Tenant shall be responsible for the placement and charges of suitable trash containers for the removal of waste. Tenant shall not permit rubbish, debris, waste materials, or anything noxious or detrimental to safety or health or likely to create objectionable odors, a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly. Tenant shall not permit any wastes, liquids, or other material to become a part of the influence to the Landlord's sewage plant which would cause malfunction of the plant equipment or impede the normal chemical and biological workings of the plant process system.

c. **Snow Removal and Maintenance.** Tenant shall be responsible for the cost of removing snow from and maintaining the cleanliness of leasehold paved areas as shown on Exhibit "A".

d. **Premises Repair.** Tenant agrees to repair and maintain the parking spaces and apron within the leased Premises so that surface and subsurface conditions are safe and structurally sound.

12. **Use.** The Tenant shall conduct and carry on in the Premises only the business for which the Premises are leased, and shall not use the Premises for illegal purposes.

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

14. **Sublease**

a. **Rentals.** Tenant may rent hangar space for the purpose described in paragraph 2 of this Lease, provided: (1) Tenant receives Landlord's written approval of the proposed rental of lease space; (2) the Tenant informs the Landlord of the name, address, telephone number and aircraft registration number of all such parties; and (3) the subtenant agrees in writing to abide by the terms of this Lease.

b. **Default.** If all or any part of the Premises is sublet, assigned or occupied by any party other than the Tenant, the Landlord may, after default by the Tenant, collect rent from any and all subtenants or occupants, but such collection shall not be deemed a waiver of any agreement, term, covenant, or condition thereof, nor the acceptance by the Landlord of any subtenant or occupant as tenant.

15. **Access.** The Tenant will allow the Landlord or its agents free access to the Premises at all reasonable times. Whenever practicable, Landlord will provide Tenant with a minimum of twenty-four hours' notice for the purpose of inspection of the Premises, during normal business hours. Nothing herein shall be construed in any way as

limiting the authority of the Landlord to enter the Premises. In case of any emergency, Landlord shall have immediate access.

16. Liability Insurance. Tenant shall at all times carry and maintain liability insurance in a company or companies which are acceptable to Landlord, insuring Tenant against all claims for damages for personal injury, including death, and against all claims for damage and destruction of property, which may arise by the acts or negligence of the Tenant, its agents, employees or servants, or by any means of transportation whatsoever, including owned, non-owned, and hired automobiles, to the extent required in Exhibit "C" attached hereto and incorporated herein by this reference. Landlord shall be named in all such policies as an additional insured, and a Certificate of Insurance shall be furnished to Landlord. Each such policy shall provide that the policy may not be canceled without the insurance company giving Landlord at least thirty (30) days written notice.

17. Fire Insurance. Tenant shall at all times, including construction, carry at its sole expense fire insurance, hazard insurance, and vandalism and malicious mischief insurance on all buildings existing or hereafter constructed on the Premises, approved by Landlord. Such policies shall name the Landlord as an additional insured, and to the extent of Landlord's improvements upon the property, if any. A current Certificate of Insurance shall be issued to Landlord. Each such policy shall provide for thirty-days written notice to Landlord prior to cancellation. No such policy shall contain a deductible clause greater than One Thousand Dollars (\$1,000) per claim. In the event of loss, the Tenant shall pay such deductible sum.

18. Application of Insurance Proceeds in the Event of Loss. a. If any building(s) on the Premises is partially or totally destroyed by fire, earthquake, or other casualty during the term of this Lease, the proceeds of any insurance policy shall be used for the purpose of rebuilding such building(s) and/or clean-up. The proceeds shall first be applied to the cost of clean up, to the extent required by Landlord.

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

19. Indemnity. Tenant shall keep, save and hold harmless Landlord of and from any and all loss, damage, expenses, costs and liability for anything and everything whatsoever arising from the condition of the Premises or out of the occupancy by the Tenant or any subtenant or assignee of Tenant, and any accident, injury or damage whatsoever caused to any party in or about the Premises or the appurtenances, thereof, or upon or under the pavement and the land adjacent to the Premises, and from any losses, damage, expenses, cost or liability arising from any fault or negligence by Tenant or any failure on Tenant's part to comply with any of the covenants, terms and conditions herein contained.

20. Recovery of Leased Premises. Landlord is authorized to recover the leased Premises from Tenant in the event that the Airport determines the Premises are required for

another airport purpose. In the event such a determination is made, condemnation will proceed in accordance with the Colorado Revised Statutes on eminent domain.

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

a. Abandonment of Airport. The permanent abandonment of the Airport as an operating airport by act or decision of the Landlord. Tenant would be entitled to retake the hangar on the Premises and be entitled to recover prepaid rent.

b. Supervening Event. The occurrence of any act of God that precludes Tenant, from the use of the property for the purposes enumerated herein, or from the use of airport facilities for a period of more than six (6) months; however, neither Tenant nor Landlord shall have any liability under this subparagraph for any act of God under any theory on which recovery may be sought.

c. Landlord Breach of Lease. A breach by the Landlord of any of the terms or conditions of this Lease to be kept, performed and observed by the Landlord and the failure to remedy such breach within a period of thirty (30) days after written notice from the Tenant of the occurrence of the breach.

22. Improvements after Termination of Lease. Upon termination of this Lease, Tenant shall remove any buildings, alterations, and additions constructed by Tenant to the Premises (except concrete and asphalt roads, aprons and floors that are in good condition) at Tenant's sole expense and Premises surrendered in the same condition as existed at the time of execution of this Lease.

23. Notice. All notices and consents hereunder shall be given in writing, delivered in person, or mailed by certified mail, return receipt requested, to the other party. Notices given to the Front Range Airport Authority require a separate copy be delivered to the Director of Aviation at Front Range Airport Authority, 5200 Front Range Parkway, Watkins, Colorado 80137-7131, and the Board of County Commissioners, 450 South 4th Avenue, Brighton, Colorado 80601. Notices for Tenant shall be delivered to Ronald C. Webster, at the address of 2810 Eaton, Wheatridge, CO 80214.

24. Governmental Fees. All fees due under applicable laws to the County or State on account of any inspection made on leased Premises by any officer thereof shall be paid by the Tenant.

25. Signs. All signs are subject to the Airport's Minimum Standards and Landlord's written approval. If Tenant places any such sign or symbol, visible from a public area, that are not approved by Landlord, Landlord may demand the immediate removal of such signs or symbols at the cost of Tenant. The refusal of Tenant to comply with such demand within a reasonable time will entitle Landlord to remove such signs or symbols at Tenant's sole expense. At the termination of this Lease, Tenant will remove all such signs or Landlord may have signs removed at Tenant's expense. Tenant shall conform to all requirements of applicable laws and regulations and pay applicable fees pertaining to the installation and maintenance of any signage.

26. Default by Tenant. Unless otherwise stated in this Lease, if any rents reserved or any part thereof shall be and remain unpaid when due, or if Tenant shall violate or default in any of the covenants, conditions or terms contained herein, Landlord may terminate this Lease in accordance with the Colorado Revised Statutes, as amended. Tenant may be entitled to portions of rents or other fees paid in advance and Landlord shall take possession of the Premises. If Tenant refuses to vacate the Premises, Landlord will have Tenant removed pursuant to Colorado Revised Statutes, as amended.

27. Breach of Lease by Tenant. In the event of breach of any condition or term of this Lease by Tenant, the Landlord shall have the right to terminate this Lease upon three business days written notice. Landlord reserves the right to extend Tenant's time to cure.

28. Nonwaiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements of this Lease, shall not be construed to be a waiver or relinquishment of any such strict performance, or any other covenants or agreements, but the same shall be and remain in full force and effect.

29. Hold Over. Should the Tenant continue to occupy the Premises after the expiration of this Lease, and the Landlord has given notice to vacate, Tenant agrees to pay Landlord rent in an amount equal to double the current land lease rate 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.

30. Landlord's Ownership. Landlord warrants that it is the owner of the Premises and that it has the right to lease the Premises under the terms of this Lease.

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

32. Motor Vehicle Parking on Premises. Parking of vehicles will be permitted only in designated parking areas or within the hangars. Only operational vehicles will be parked on Premises.

33. Parking Aircraft on Premises. Tenant shall not park or leave aircraft on taxiways or on pavement adjacent to the Premises in a manner that unduly interferes with

or obstructs access to adjacent hangars. Only airworthy aircraft will be parked on Tenant's apron.

34. Jurisdiction and Venue. Each party hereto acknowledges that this Lease is entered into within the State of Colorado and that the courts of the County of Adams, State of Colorado, shall have jurisdiction and venue for any and all claims, controversies, disputes and disagreements arising out of this Lease or the breach thereof.

35. Site Plan. Where reference is made in this Lease to a plot plan or site plan, it is understood and agreed between the parties that such plan must include as a minimum those matters hereinafter set forth and shall be in the form of a scale drawing of the entire leased Premises with all of those matters set forth to scale and legible thereon:

- a. Location of all structures and sizes thereof, together with size and location of any future structures, which may be placed on the Premises;
- b. Location of all roads, driveways, entrances, and exits;
- c. Location of all parking areas and description of method of delineating such areas by curbs or other methods;
- d. Location of all utilities and, in case of underground utilities, mention thereof;
- e. Interior and exterior drainage;
- f. Location and type of all fencing and gates;
- g. Site and exterior building lighting;
- h. Location of taxiway ingress and egress.

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

37. Indemnification. Tenant assumes the risk of loss or damage to the hangar and its contents, whether from windstorm, fire, earthquake, snow, water run-off, or any other causes whatsoever. Tenant covenants and agrees that it will indemnify, save and hold harmless Landlord from all demands, claims, costs, causes of action or judgment, from all expenses that be incurred, in investigating or resisting the same, arising from or growing out of acts or omissions of Tenant, its contractors, agents, members, stockholders, employees, invitees, servants, subtenants, successors or assigns in connection with its occupancy or their occupancy of any portion of Front Range Airport, including the Premises.

38. Legal Description. At the completion of the project, Tenant is responsible for providing Landlord with a legal description of the site and structures including the location of utilities. If the legal description is greater than 5% or less than 5% of the square footage of the building, the legal description shall be used to compute land lease fees effective with the effective date of this Lease.

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


40. "Assigns or successors. This Lease shall be binding on the Tenant and his assigns or successors, and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be, of the Tenant."

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the 10th day of March, 1999.

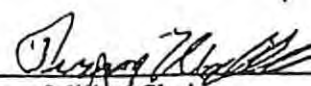
Landlord:
Front Range Airport Authority

Attest:

By


Dennis R. Heap, Secretary

By


Perry Miller, Chair

Adams County Board of Commissioners

By

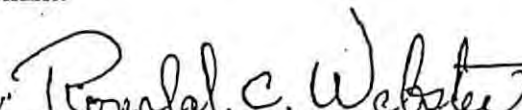

Ted Strickland, Chair 5-10-99

Approved as to form



Tenant:

By


Ronald C. Webster

CONSENT TO ASSIGNMENT

AND

ASSIGNMENT

THIS AGREEMENT is made and entered into by and between the Front Range Airport Authority ("FRAA"), Ronald C. Webster ("Webster") and, T-83 Complex Windchaser Condominium Association, Inc. ("the Association") on the date set forth below.

BASIS FOR AGREEMENT

A) On 1 June, 1998 ("FRAA") entered into a lease with Ronald C. Webster of certain real property identified as 37600 E. 50th. Avenue, Watkins, Colorado located at the Front Range Airport, 5200 Front Range Parkway, Watkins, Colorado 80137-7131 ("Lease"), a copy of which lease referenced as exhibit "A" is attached to and made part of this Consent to Assignment and Assignment.

B) ("Webster") is the owner of a multi-unit aircraft hangar building located on the said real property.

C) ("Webster") desires to assign all his right, title and interest in and to ("Lease") to ("the Association"), and ("the Association") desires to take assignment of ("Lease") from ("Webster").

D) Under the terms of ("Lease") such assignment is subject to approval by ("FRAA").

CONSIDERATION

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

TERMS AND CONDITIONS

1) ("Webster") hereby assigns all its right, title and interest in and to ("Lease") to ("the Association").

Consent to Assignment and Assignment

P. 2 of 2 Pgs.

2) In accordance with sections five (5) and fourteen (14) a and b of ("Lease"), ("FRAA") hereby grants its approval for the foregoing assignment of ("Lease"), and ("FRAA") releases ("Webster") from all obligations under ("Lease").

3) The ("Association") shall be bound by all the terms and conditions of ("Lease"), and in the event of ("the Association") default, bankruptcy or other event described in section s 20, 25 & 26 of ("Lease"), ("the Association") indemnifies ("Webster") and will hold ("Webster") harmless from all claims, liabilities, judgments, fees, costs, expenses and duties arising under ("Lease") including attorneys fees and court costs.

for: The Front Range Airport Authority

Ted L. Strickland
Chairman

5-19-03
Date

APPROVED AS TO FORM
COUNTY ATTORNEY

[Signature]

Ronald C. Webster
Ronald C. Webster

4-9-03
Date

STATE Colorado }

COUNTY: Denver }
ss

On this 15th day of 4, 2003 before me Renee Bagwell, a Notary Public in and for the State of Colorado, personally appeared Ronald C. Webster, known or identified to me to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

Renee Bagwell Notary public (Commission expiration and Seal)

Nov. 12, 2005
R. B.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 20, 2018
SUBJECT: Open Justice Broker Consortium
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: N/A
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Four to the Agreement between Adams County and the Open Justice Broker Consortium for Adams County Criminal Justice Coordinating Council.

BACKGROUND:

On April 1, 2016, Adams County, on behalf of the Adams County Criminal Justice Coordinating Council (CJCC) entered into an agreement with Open Justice Broker Consortium (OJBC). The membership grant participation is a Consortium comprised of criminal justice and public safety government entities at all levels – local, state, tribal and federal. OJBC staff works with Consortium members to develop and share technologies and ideas among membership, i.e. in support of the CJCC Information Sharing strategic priorities such as the federated query portal, dashboards, and analytics tools.

The CJCC was awarded a \$20,000.00 grant from the MacArthur Foundation. These funds are to pay for data validation, education, training, and query building through the OJBC.

The recommendation is to approve Amendment Four for the addition of \$20,000.00 to the agreement with the Open Justice Broker Consortium, for a total not to exceed contract amount of \$224,995.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Criminal Justice Coordinating Council

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: 1052**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5680		20,000.00
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:	7685		20,000.00
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

This is included in the 2019 Adams County Budget.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT FOUR TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND THE OPEN JUSTICE BROKER CONSORTIUM FOR ADAMS
COUNTY CRIMINAL JUSTICE COORDINATING COUNCIL

WHEREAS, on April 1, 2016, the Criminal Justice Coordinating Council (CJCC) entered into a "Support Member Class" agreement with Open Justice Broker Consortium (OJBC); and,

WHEREAS, the OJBC provides access to support personnel to facilitate the creation of a database and web portal interface for the purpose of data sharing; and,

WHEREAS, Amendment Four is for the acceptance of \$20,000.00 awarded to the CJCC from the MacArthur Foundation. These funds are to pay for data validation, education, training, and query building.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Four to the Agreement between Adams County and the Open Justice Broker Consortium for the Adams County Criminal Justice Coordinating Council be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment Four with the Open Justice Broker Consortium after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 20, 2018
SUBJECT: Second Reading Ordinance No. 4 the Adams County Fire Code
FROM: Christy Fitch, Assistant County Attorney
AGENCY/DEPARTMENT: County Attorney
HEARD AT STUDY SESSION ON: August 28, 2018 and October 23, 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners hears the second reading and adopts Ordinance No. 4.

BACKGROUND:

The current Ordinance 4 adopting the 2012 editions of the International Fire Code was adopted in 2015 by the BoCC. The International Code Council (ICC) and the National Fire Protection Agency (NFPA) updates and publishes the code every three years. Adams County Fire Code adoption and Revision Committee along with the Community and Economic Development Department is recommending adopting the latest version to better align with current construction technologies captured in the most current edition.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development, Adams County Fire, Bennett Fire, Brighton Fire, Byers Fire, Deertrail Fire, North Metro Fire, South Adams Fire, Southeast Weld Fire, Sable Altura Fire, and Strasburg Fire.

ATTACHED DOCUMENTS:

Proposed Ordinance No. 4

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

ORDINANCE NO. 4

AN ORDINANCE REPEALING THE 2012 EDITION OF THE INTERNATIONAL FIRE CODE AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL FIRE CODE WITH AMENDMENTS THERETO

WHEREAS, in 2015 the Board of County Commissioners adopted the International Fire Code, 2012 Edition, as Ordinance No. 4; and,

WHEREAS, pursuant to § 30-15-401.5(2), C.R.S., the Community and Economic Development Department, the Adams County Fire Code Adoption and Revision Commission, and the Adams County Board of Fire Code Appeals has recommended that the Board of County Commissioners adopt the 2018 edition of the International Fire Code, with certain amendments; and,

WHEREAS, the Board of County Commissioners is authorized under § 30-15-401.5, et seq., C.R.S., to adopt an ordinance for the provision of fire safety standards; and,

WHEREAS, pursuant to §30-28-201, C.R.S., the 2018 edition of the International Fire Code is consistent with the 1988 edition of the Uniform Building Codes, as promulgated by the International Conference of Building Officials.

NOW, THEREFORE, BE IT ORDAINED, by the Board of County Commissioners, County of Adams, State of Colorado, that the 2012 edition of the International Fire Code be repealed and Ordinance No. 4, the 2018 edition of the International Fire Code, with certain amendments thereto, the full text of which is available at the Adams County Building Safety Division, and which is fully incorporated herein by this reference, be enacted and adopted.

BE IT FURTHER ORDAINED by the Board of County Commissioners, County of Adams, State of Colorado, that:

Section 1. ADOPTION

The Board of County Commissioners of Adams County hereby adopts, by reference, the International Fire Code, 2018 edition, with amendments as described in Section 5, and including the following appendices: Appendix B, Fire-Flow Requirements for Buildings; Appendix C, Fire Hydrant Locations and Distribution; Appendix D, Fire Apparatus Access Roads; Appendix E, Hazard Categories; Appendix F, Hazard Ranking; and Appendix N, Indoor Trade Shows and Exhibitions.

Section 2. CODE DESCRIBED

The International Fire Code, 2018 edition, is published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478

Section 3. APPLICABILITY

Pursuant to § 30-28-201, et seq., C.R.S., this Ordinance shall apply to all of the unincorporated areas of Adams County and shall not be embraced within the limits of any incorporated city or town. The provisions of this Ordinance shall not overrule or otherwise restrict the authority of the Board of County Commissioners or any other applicable official of Adams County in authorizing land uses or otherwise acting under the authority of any other adopted codes or regulations of Adams County or

enforcing the provisions thereof.

Section 4. BOARD OF APPEALS

The "Board of Appeals," as described in Section 109 of the International Fire Code, 2018 edition, shall be the Adams County Board of Fire Code Appeals as appointed by the Board of County Commissioners. Whenever the fire code official disapproves an application or refuses to grant a permit applied for, or when it is claimed that the intent of the Code has been incorrectly interpreted, the provisions of the Code do not fully apply, or an equivalent method of protection or safety is proposed, the applicant may appeal the decision of the fire code official to the Adams County Board of Fire Code Appeals within thirty days from the date the decision being appealed was made.

Section 5. AMENDMENTS

Any portion not listed as amended is adopted as written

(a) CHAPTER 1 SCOPE AND ADMINISTRATION

101.1 Title. These regulations shall be known as the Fire Code of Adams County ~~[NAME OF JURISDICTION]~~, hereinafter referred to as "this code."

102.5 Application of residential code. Where structures are designed and constructed in accordance with the International Residential Code, the provisions of this code shall apply as follows:

~~1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.7 shall apply.~~

1. Construction and design provisions: Provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access, and water supplies. Where this code addresses fire sprinklers in residential occupancies, it refers to residential occupancies constructed pursuant to both the International Building Code and the International Residential Code. Construction permits for systems and equipment utilized in the interior or exterior of the structure shall also apply.

EXCEPTION: Dwelling unit fire sprinkler systems, or portions thereof, installed in accordance with Section P2904 of the 2018 International Residential Code do not require a permit. Dwelling unit fire sprinkler systems, or portions thereof, installed in accordance with NFPA 13D require a permit pursuant to Section 105.7.1 of this code.

2. Administrative, operational and maintenance provisions of this code shall apply.

References in this code to Group R-3 or U occupancies or one and two family dwellings shall apply to structures under the scope of the International Residential Code where appropriate.

105.4.1 Submittals. *Construction documents* and supporting data shall be submitted in ~~two~~ one or more sets with each application for a permit and in such form and detail as required by the *fire code official*. The *construction documents* shall be prepared by a registered design professional ~~where required by the statutes of the jurisdiction in which the project is to be constructed.~~ where documents are submitted in support of an application for a construction permit required by Sections 105.7.1, 105.7.4, 105.7.7, 105.7.8, 105.7.11, 105.7.13, 105.7.20, 105.7.24, and 105.7.26. When requested, qualification statements shall be submitted to the fire code official for

the registered design professional to demonstrate compliance with the professional qualifications defined in Section 202.

Exception: The *fire code official* is authorized to waive the submission of *construction documents* and supporting data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of *construction documents* is not necessary to obtain compliance with this code.

105.6.47 Temporary membrane structures and tents. An operational permit is required to operate an air-supported temporary membrane structure, a temporary *special event structure* or a tent having an area in excess of 400 square feet (37 m²).

Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Tents open on all sides, which comply with all of the following:
 - 2.1. Individual tents having a maximum size of 700 square feet (65 m²).
 - 2.2. The aggregate area of multiple tents placed side by side without a fire break clearance of not less than 12 feet (3658 mm) shall not exceed 700 square feet (65 m²) total.
 - 2.3. A minimum clearance of 12 feet (3658 mm) to structures and other tents shall be provided.

3. Temporary special event structures having a maximum size of 700 square feet (65 m²).

105.7.7 Fire alarm and detection systems and related equipment. A construction permit is required for installation of or modification to fire alarm and detection systems and related equipment-, including emergency alarm systems (Section 908) and smoke control systems (Section 909). Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction permit.

105.7.25 Temporary membrane structures and tents. A construction permit is required to erect an air-supported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 400 square feet (37 m²).

Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Funeral tents and curtains, or extensions attached thereto, when used for funeral services.
3. Tents and awnings open on all sides, which comply with all of the following:
 - 3.1. Individual tents shall have a maximum size of 700 square feet (65 m²).
 - 3.2. The aggregate area of multiple tents placed side by side without a fire break clearance of not less than 12 feet (3658 mm) shall not exceed 700 square feet (65m²) total.
 - 3.3. A minimum clearance of 12 feet (3658 mm) to structures and other tents shall be maintained.
4. Temporary special event structures having a maximum size of 700 square feet (65 m²).

105.7.26 Explosion control. A construction permit is required to install or modify explosion

control provided as required in Section 911.

110.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a ~~{SPECIFY OFFENSE}~~ class 2 petty offense, punishable by a fine of not more than ~~{AMOUNT}~~ one thousand dollars (\$1,000), ~~or by imprisonment not exceeding {NUMBER OF DAYS}, or both such fine and imprisonment.~~ Each day that a violation continues after due notice has been served shall be deemed a separate offense.

112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of up to ~~not less than {AMOUNT}~~ one thousand dollars (\$1,000), ~~or more than {AMOUNT}.~~

(b) **CHAPTER 2 DEFINITIONS**

~~REGISTERED DESIGN PROFESSIONAL. An architect or engineer, registered or licensed to practice professional architecture or engineering, as defined by the statutory requirements of the professional registration laws of the state in which the project is to be constructed.~~

REGISTERED DESIGN PROFESSIONAL. An engineer, licensed to practice professional engineering, as defined by the statutory requirements of the professional licensure laws of the State of Colorado, who shall be responsible and accountable to possess the required knowledge and skills to perform design, analysis, and verification in accordance with provisions of this code and applicable professional standards of practice.

(c) **CHAPTER 3 GENERAL REQUIREMENTS**

311.5 Placards. Any vacant or abandoned buildings or structure determined to be unsafe pursuant to Section 110 of this code relating to structural or interior hazards ~~shall~~ may be marked as specified in Sections 311.5.1 through 311.5.5.

(d) **CHAPTER 5 FIRE SERVICE FEATURES**

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than ~~20 feet (6096 mm)~~ twenty-four feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).

Exception: Fire apparatus access roads serving rural residential development shall be allowed to be not less than twenty (20) feet in unobstructed width when approved by the fire code official.

503.2.2 Authority. The fire code official shall have the authority to require ~~or permit modifications to the required access~~ an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations. The fire code official shall have the authority to reduce minimum access widths and vertical clearances based on the fire department's apparatus. ~~or where necessary to meet the public safety objectives of the jurisdiction.~~

504.3 Stairway access to roof. New buildings four or more stories above grade plane, except those with a roof slope greater than four units vertical in 12 units horizontal (33.3- percent slope), shall be provided with a stairway to the roof. When an exit enclosure is required by Section 1022, the stairway to the roof shall be located within an exit enclosure. Stairway access to the roof shall be in accordance with Section 1011.12 Stairway access to the roof shall be in accordance with Section 1011.12. Such stairway shall be marked at street and floor levels with a sign indicating that the

stairway continues to the roof. Where roofs are used for roof gardens or for other purposes, stairways shall be provided as required for such occupancy classification-

511 Recreational vehicle, mobile home, and manufactured housing parks, sales lots, and storage lots. Recreational vehicle, mobile home, and manufactured housing parks, sales lots, and storage lots shall provide and maintain access roads and fire hydrants in accordance with Section 503 and 507.

EXCEPTION: Recreational vehicle parks located in remote areas shall be provided with protection and access roadways as required by the fire code official.

(e) **CHAPTER 6 BUILDING SERVICES AND SYSTEMS**

603.10 Carbon monoxide alarm and detector maintenance, inspection, and testing. The building owner shall be responsible to maintain all carbon monoxide alarms and detectors in an operable condition at all times. Maintenance, inspection, and testing shall be performed in accordance with manufacturer's instructions or nationally recognized standards. A written record shall be maintained and shall be made available to the fire code official upon request.

(f) **CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY**

903.2.5.1 General. An automatic sprinkler system shall be ~~installed in~~ provided throughout all buildings containing Group H occupancies.

903.2.6 Group I. An *automatic sprinkler system* shall be provided throughout buildings with a Group I *fire area*.

Exceptions:

1. An *automatic sprinkler system* installed in accordance with Section 903.3.1.2 shall be permitted in Group I-1, Condition 1 facilities.
2. An *automatic sprinkler system* is not required where Group I-4 day care facilities are at the *level of exit discharge* and where every room where care is provided has not fewer than one exterior *exit* door.
3. In buildings where Group I-4 day care is provided on levels other than the *level of exit discharge*, an *automatic sprinkler system* in accordance with Section 903.3.1.1 shall be installed on the entire floor where care is provided, all floors between the level of care and the *level of exit discharge* and all floors below the *level of exit discharge* other than areas classified as an open parking garage.
4. An automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be provided throughout all Group I-1 facilities that meet the federal Fair Housing Act definition of senior housing or housing for older persons.

903.2.11.1.3 Basements. Where any portion of a basement is located more than 75 feet (22 860 mm) from openings required by Section 903.2.11.1, ~~or where walls, partitions or other obstructions are installed that restrict the application of water from hose streams,~~ the basement shall be equipped throughout with an approved automatic sprinkler system.

(g) **CHAPTER 12 ENERGY SYSTEMS**

1204.4 Ground-mounted photovoltaic panel systems. Ground-mounted photovoltaic panel systems shall comply with Section 1204.1 and this section. Setback requirements shall not apply to ground-mounted, free-standing photovoltaic arrays. A clear, brush-free area of 10 feet (3048

mm) shall be required and maintained around the array equipment for ground-mounted photovoltaic arrays. A fire break or other facility perimeter design acceptable to the fire code official shall be required to reduce or eliminate the interface risk from wildfire.

(h) **CHAPTER 31 TENTS, TEMPORARY SPECIAL EVENT STRUCTURES, AND OTHER MEMBRANE STRUCTURES**

3105.2 Approval. Temporary special event structures in excess of ~~400 square feet (37 m²)~~ 700 square feet (65 m²) shall not be erected, operated or maintained for any purpose without first obtaining approval and a permit from the fire code official, ~~and the building official.~~

3105.5 Required documents. The following documents shall be submitted to the fire code official ~~and building official~~ for review before a permit is approved:

(i) **CHAPTER 56 EXPLOSIVES AND FIREWORKS**

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.

Exceptions:

1. Storage and handling of fireworks as allowed in Section 5604.
2. Manufacture, assembly and testing of fireworks as allowed in Section 5605.
3. The use of fireworks for fireworks displays as allowed in Section 5608.
4. The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances and regulations, provided that such fireworks and facilities comply with NFPA 1124, CPSC 16 CFR Parts 1500 and 1507, and DOTn 49 CFR Parts 100–185, as applicable for consumer fireworks.
5. The sale or use of permissible fireworks, as defined under section 24-33.5-2001(11), as amended, of the Colorado Revised Statutes.
6. The sale of permissible fireworks from temporary stands in accordance with Adams County Development Standards and Regulations, Chapter 4, section 4-05-02-05, as amended.

(j) **CHAPTER 57 FLAMMABLE AND COMBUSTIBLE LIQUIDS**

5704.2.9.6.1 Locations where above-ground tanks are prohibited. Storage of Class I and II liquids in above-ground tanks outside of buildings is ~~prohibited~~ allowed when such storage complies with Sections 5704.2.9.6.1 through 5704.2.9.6.3, within the limits established by law ~~as the limits of districts in which such storage is prohibited [JURISDICTION TO SPECIFY].~~

5707.1 General. On-demand mobile fueling operations that dispense Class I, II and III liquids into the fuel tanks of motor vehicles shall comply with Sections 5707.1 through 5707.6.3.

Exception: Fueling from an *approved* portable container in cases of an emergency or for personal use; and fueling and dispensing of flammable and combustible liquids on farms and construction sites as allowed by Section 5706.2.

(k) **APPENDIX D FIRE APPARATUS ACCESS ROADS**

Within Table D103.4 Requirements for Dead-End Fire Apparatus Access Roads, the minimum width of a dead-end fire apparatus access road that is between 501-750 feet in length is reduced to 20 feet from 26 feet.

**TABLE D103.4
REQUIREMENTS FOR DEAD-END
FIRE APPARATUS ACCESS ROADS**

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-500	20	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	26 <u>20</u>	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750	Special approval required	

For SI: 1 foot = 304.8 mm.

Section 6. PENALTIES

Pursuant to § 30-15-402, C.R.S., any person who violates the provisions of this Ordinance commits a class 2 petty offense and, upon conviction thereof, shall be punished by a fine of not more than one thousand dollars for each separate violation.

Section 7. REPEAL OF CONFLICTING BUILDING CODES

All conflicting building codes previously adopted by the Adams County Board of County Commissioners are hereby repealed in their entirety and re-enacted in accordance with the provisions of this Ordinance.

Section 8. SEVERABILITY

The Board of County Commissioners hereby declares that should any article, section, paragraph, sentence, clause, or phrase of this Ordinance be held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of County Commissioners hereby declares that it would have passed this Ordinance, and each part or parts thereof, irrespective of the fact that any one part or parts be declared invalid or unconstitutional.

Section 9. SAFETY CLAUSE

The Board of County Commissioners hereby finds, determines, and declares that this Ordinance is necessary for the preservation of the public health, safety, and welfare.

Section 10. DATE OF EFFECT

The Board of County Commissioners of Adams County, Colorado, hereby determines that this Ordinance shall become effective on January 1, 2019.

Adopted this day of ____.

Mary Hodge, Chair
Board of County Commissioners
Adams County, Colorado

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

Hodge _____
O'Doriso _____
Henry _____
Tedesco _____
Hansen _____
Commissioners

CERTIFICATE OF ATTESTATION

STATE OF COLORADO)
County of Adams)

CERTIFICATE OF ATTESTATION

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

The foregoing text is the authentic text of Adams County Ordinance No. 4. The first reading of said Ordinance took place on _____, at a regular Board of County Commissioners meeting. It was published in full in a newspaper of general circulation at least ten days before its adoption; to wit, in The Denver Post on _____. The Ordinance was adopted on second reading at a regular Board of County Commissioners meeting on _____, and shall become effective on January 1, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this ____ day of _____.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Stan Martin:

By:

Deputy



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 20, 2018
SUBJECT: Second Reading Ordinance No. 12
FROM: Christy Fitch, Assistant County Attorney
AGENCY/DEPARTMENT: County Attorney
HEARD AT STUDY SESSION ON: August 28, 2018 and October 23, 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners hears the second reading and adopts Ordinance No. 12

BACKGROUND:

The current Ordinance 12 adopting the 2012 editions of the International Building Code was adopted in 2015 by the BoCC.

The Adams County Building and Safety Division is recommending that the 2018 Edition of the International Building Codes and the 2017 edition of the National Electrical Code be adopted.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development, County Attorney's Office

ATTACHED DOCUMENTS:

Proposed Ordinance No. 12

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

ORDINANCE NO. 12

AN ORDINANCE REPEALING THE 2012 EDITION OF THE INTERNATIONAL BUILDING CODES AND REPEALING THE 2014 EDITION OF THE NATIONAL ELECTRICAL CODE AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL BUILDING CODES AND THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE WITH AMENDMENTS THERETO

WHEREAS, on November 18th, 2014, the Board of County Commissioners adopted the 2012 Edition of the International Building Codes and applied it countywide; and,

WHEREAS, the Adams County Building Safety Division is recommending that the 2012 Edition of the International Building Codes and the 2014 National Electrical Code be repealed, and that the Board adopt a county building code modeled upon the building safety standards contained in the 2018 editions of the International Building Codes, which include the 2018 International Building Code, 2018 International Residential Code, 2018 International Plumbing Code, 2018 International Mechanical Code, 2018 International Fuel Gas Code, 2018 edition of the International Energy Conservation Code, 2018 International Swimming Pool and Spa Code, 2018 International Property Maintenance Code, and 2018 International Existing Building Code, with certain amendments thereto; and,

WHEREAS, on July 22nd, 2014, the Board of County Commissioners adopted the 2014 Edition of the National Electrical Code and applied it countywide; and,

WHEREAS, the Adams County Building Safety Division is also recommending adoption of the 2017 edition of the National Fire Protection Association's National Electrical Code; and,

WHEREAS, pursuant to § 30-28-201 et seq., C.R.S., the Adams County Board of County Commissioners is authorized to adopt ordinances and a building code consistent with the Uniform Building Code, 1988 edition, as promulgated by the International Conference of Building Officials; and,

WHEREAS, the 2018 Edition of the International Building Codes and the 2017 National Electrical Code are consistent with the Uniform Building Codes, 1988 edition, as promulgated by the International Code Council and the National Fire Protection Association.

NOW, THEREFORE, BE IT ORDAINED, by the Board of County Commissioners, County of Adams, State of Colorado, that the 2012 Editions of the International Building Codes and the 2014 Edition of the National Electrical Code as adopted in Ordinance No. 14 be repealed and Ordinance No. 12, the 2018 Edition of the International Building Codes and the 2017 Edition of the National Electrical Code, with certain amendments thereto, the full text of which is available at the Adams County Building Safety Division, and which is fully incorporated herein by this reference, be enacted and adopted.

BE IT FURTHER ORDAINED by the Board of County Commissioners, County of Adams, State of Colorado, that:

Section 1. ADOPTION

The Board of County Commissioners of Adams County hereby adopts, by reference, the International Building Codes, 2018 editions, and the National Electrical Code, 2017 edition, with amendments and definitions as described in Section 4, including the following appendices: Appendix C, Group U Agriculture Buildings, and Appendix I, Patio Covers, from the 2018 International Building Code; Appendix A, Sizing and Capacities of Gas Piping, Appendix E, Manufactured Housing Used as Dwellings, Appendix F Radon Control Methods, Appendix H, Patio Covers, Appendix L, Permit Fees, and Appendix M, Home Daycare R-3 occupancies, from the 2018 International Residential Code.

Section 2. CODE DESCRIBED

The International Building Codes, 2018 editions, are published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, Illinois.

The National Electrical Code, 2017 edition, as published by the National Fire Protection Association, One Batterymarch Park, Quincy, Massachusetts.

Section 3. APPLICABILITY

Pursuant to § 30-28-201, et seq., C.R.S., this Ordinance shall apply to all of the unincorporated areas of Adams County and shall not be embraced within the limits of any incorporated city or town. The provisions of this Ordinance shall not overrule or otherwise restrict the authority of the Board of County Commissioners or any other applicable official of Adams County in authorizing land uses or otherwise acting under the authority of any other adopted codes or regulations of Adams County, or enforcing the provisions thereof.

Section 4. AMENDMENTS

(1) The following definitions shall be adopted and apply to all Adams County building codes:

Abandon or abandoned means the desertion of a building, structure or utility and when all utilities are disconnected and/or the building, structure or utility is left to the mercy of vandalism, dilapidation and deterioration and creates a fire hazard, an unsafe condition or a nuisance.

Authority having Jurisdiction [AHJ] means Adams County, or Adams County Building Safety Division.

Attached means if connected to the principal building or structure, not less than fifty percent of the applicable wall shall be common.

Building Department means one and the same in all respects as the Building Safety Division as used in this chapter and elsewhere in County communications and documents, and the two phrases shall be used interchangeably.

Building Permit means the official County document authorizing construction activity under the primary and secondary codes.

Dangerous Building Code when used herein refers to the latest edition of the Property Maintenance Code as published by the International Code Council.

Deterioration, as applied to buildings, structures, equipment and materials, includes corrosion, decay, wear and tear through abuse, obsolescence, effects of the elements, fire damage, lack of maintenance or by any other cause and also includes fatigue due to oversteering, disintegration of the component parts of a building, structure and equipment and the separation of materials and structural parts.

Health Department means the Tri-County Health Department designated as the County's health department.

Homeowner shall mean the individual shown as having record title of any building or structure as shown in the official records of the Adams County Clerk and Recorder.

IBC means the latest edition of the International Building Code, as published by the International Code Council.

IEBC means the latest edition of the International Existing Building Code, as published by the International Code Council.

IECC means the latest edition of the International Energy Conservation Code, as published by the International Code Council.

IFC means the latest edition of the International Fire Code, as published by the International Code Council.

IFGC means the latest edition of the International Fuel Gas Code, as published by the International Code Council.

IMC means the latest edition of the International Mechanical Code, as published by the International Code Council.

IPC means the latest edition of the International Plumbing Code, as published by the International Code Council.

IRC means the latest edition of the International Residential Code, as published by the International Code Council.

ISPSC means the latest edition of the International Swimming Pool and Spa Code, as published by the International Code Council.

NEC means the latest edition of the National Electric Code, as published by the National Fire Protection Association.

IPMC means the latest edition of the International Property Maintenance Code, as published by the International Code Council.

Principle Residence shall mean, for an individual, the residence as determined by the address given by the individual and shall be the location where the individual(s) habitation is fixed and to which that individual, whenever absent, has the present intention of returning after departure or absence regardless of the duration of such absence. In determining Principle Residence, the following circumstances shall be considered: voter registration address, motor vehicle registration address (as applicable), and or the address given for state income tax purposes

(2) **Amendments to the 2018 International Building Code**

(a) **CHAPTER 1 SCOPE AND ADMINISTRATION**

101.1 Title. These regulations shall be known as the *Building Code* of Adams County ~~[NAME OF JURISDICTION]~~; hereinafter referred to as “this code.”

105.2 Work exempt from Building Permit

Buildings/structures:

2. Fences not over 42” (1067 mm) ~~7 feet (2134 mm)~~ high.

14. Replacement of asphalt shingles when over the aggregate roof area there is less than one square of replacement or repair.

(b) **CHAPTER 15 ROOF ASSEMBLIES AND ROOFTOP STRUCTURES**

1511.1 General. Materials and methods of application used for recovering or replacing an existing roof covering shall comply with the requirements of Chapter 15.

Exceptions:

1. *Roof replacement or roof recover* of existing lowslope roof coverings shall not be required to meet the minimum design slope requirement of one-quarter unit vertical in 12 units horizontal (2-percent slope) in Section 1507 for roofs that provide positive roof drainage and have been evaluated by a registered design professional for the increase in loading due to potential ponding of water.

2. Recovering or replacing an existing roof covering shall not be required to meet the requirement for secondary (emergency overflow) drains or scuppers in Section 1503.4 for roofs that provide for positive roof drainage. For the purposes of this exception, existing secondary drainage or scupper systems required in accordance with this code shall not be removed unless they are replaced by secondary drains or scuppers designed and installed in accordance with Section 1503.4.

1511.1.1 Extent of replacement. When more than one square of asphalt shingles are required to be replaced over the aggregate area of any slope, the entire slope containing damaged shingles shall be replaced in its entirety. The interface of different types of shingles shall only occur at a ridge, hip or open valley.

1511.3.1 Roof recover. The installation of a new roof covering over an existing roof covering shall be permitted where any of the following conditions occur:

~~1. Where the new roof covering is installed in accordance with the roof covering manufacturer’s approved instructions.~~

2. Complete and separate roofing systems, such as standing-seam metal roof panel systems, that are designed to transmit the roof loads directly to the building’s structural system and that do not

rely on existing roofs and roof coverings for support, shall not require the removal of existing roof coverings.

3. Metal panel, metal shingle and concrete and clay tile roof coverings shall be permitted to be installed over existing wood shake roofs when applied in accordance with Section 1511.4.

4. The application of a new protective roof coating over an existing protective roof coating, metal roof panel, built-up roof, spray polyurethane foam roofing system, metal roof shingles, mineral-surfaced roll roofing, modified bitumen roofing or thermoset and thermoplastic single-ply roofing shall be permitted without tear off of existing roof coverings.

1511.3.1.1 Exceptions: A roof recover shall not be permitted where any of the following conditions occur:

~~1. Where the existing roof or roof covering is water soaked or has deteriorated to the point that the existing roof or roof covering is not adequate as a base for additional roofing.~~

~~2. Where the existing roof covering is wood shake, slate, clay, cement or asbestos cement tile.~~

3. Where the existing roof has ~~two or~~ more than one application of any type of roof covering.

(c) CHAPTER 16 STRUCTURAL DESIGN

1608.1 General. Design snow loads shall be determined in accordance with Chapter 7 of ASCE 7, but the design roof load shall not be less than 30 pounds per square foot (2.787 m2) ~~or that determined by Section 1607.~~

1612.3 Establishment of flood hazard areas. To establish flood hazard areas, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in a report entitled "The Flood Insurance Study for Adams County and Incorporated Areas (Vol. 1. 2. 3) [INSERT NAME OF JURISDICTION]" dated February 17, 2017 [INSERT DATE OF ISSUANCE], as amended or revised with the accompanying Flood Insurance Rate Map FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

(d) CHAPTER 18 SOILS AND FOUNDATIONS

1809.5 Frost Protection. Except where otherwise protected from frost, foundations and other permanent supports of buildings and structures shall be protected from frost by one or more of the following methods:

1. Extending 6 inches (152 mm) below the frost line, ~~of the locality.~~

2. Constructing in accordance with ASCE 32.

3. Erecting on solid rock.

(3) Amendments to the 2018 International Residential Code

(a) CHAPTER 1 ADMINISTRATION

R101.1 Title. These provisions shall be known as the *Residential Code for One- and Two-family Dwellings of Adams County* [NAME OF JURISDICTION], and shall be cited as such and will be referred to herein as "this code."

R102.7 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this Code, the *International Existing Building Code* and *International Property Maintenance Code* or the *International Fire Code*, or as is deemed necessary by the *building official* for the general safety and welfare of the occupants and the public.

R105.2 Work Exempt from Building Permit

Buildings/structures:

2. Fences not over 42" (1067 mm) 7 feet (2134 mm) high.

11. Replacement of asphalt shingle when over the aggregate roof area there is less than one square of repair or replacement.

(b) CHAPTER 3 BUILDING PLANNING

TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD ^a	WIND DESIGN				SEISMIC DESIGN CATEGORY ⁱ	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^e	ICE BARRIER UNDERLAYMENT REQUIRED ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ⁱ
	Speed ^d (mph)	Topographic effects ^b	Special wind region ^f	Windborne debris zone ^m		Weathering ^a	Frost line depth ^b	Termite ^c					
30	115	NO	NO	NO	B	SEVERE	36"	Slight to Moderate	1	NO	2017	1500	50.2
MANUAL J DESIGN CRITERIA ⁿ													
Elevation		Latitude		Winter heating	Summer cooling	Altitude correction factor		Indoor design temperature	Design temperature cooling		Heating temperature difference		
5,220'		39.8666505 N		6	90	.82		70	75		64		
Cooling temperature difference		Wind velocity heating		Wind velocity cooling	Coincident wet bulb	Daily range		Winter humidity	Summer humidity				
15		15		7.5	60	H		30%	50%				

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

(c) CHAPTER 4 FOUNDATIONS

R403.1 General. All exterior walls shall be supported on continuous solid or fully grouted masonry or concrete footings, crushed stone footings, wood foundations, or other *approved* structural systems that shall be of sufficient design to accommodate all loads according to Section R301 and to transmit the resulting loads to the soil within the limitations as determined from the character of the soil. Footings shall be supported on undisturbed natural soils or engineered fill. Concrete footing shall be designed and constructed in accordance with the provisions of Section R403 or in accordance with ACI 332.

Exception: Pre-manufactured one-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 200 square feet (18.58 m2) may be supported on skids incorporated into the floor system. These structures shall be anchored to the ground with approved materials to resist all applicable loads.

R403.1.4.1 Frost protection. Except where otherwise protected from frost, foundation walls, piers and other permanent supports of buildings and structures shall be protected from frost by one or more of the following methods:

1. Extended 6 inches (152 mm) below the frost line specified in Table R301.2.(1);

(d) CHAPTER 9 ROOF ASSEMBLIES

R905.2.4 Asphalt shingles. Asphalt shingles shall comply with ASTM D3462. Asphalt shingles shall be approved and carry a manufacturer's national wind warranty for the wind speed indicated in table R301.2 (1).

R908.1 General. Materials and methods of application used for re-covering or replacing an existing roof covering shall comply with the requirements of Chapter 9.

Exceptions:

1. Reroofing shall not be required to meet the minimum design slope requirement of one-quarter unit vertical in 12 units horizontal (2-percent slope) in Section R905 for roofs that provide positive roof drainage and have been evaluated by a registered design professional for the increase in loading due to potential ponding of water.

2. For roofs that provide positive drainage, re-covering or replacing an existing roof covering shall not require the secondary (emergency overflow) drains or scuppers of Section R903.4.1 to be added to an existing roof.

R908.3.1.1 Roof recover not allowed. A *roof recover* shall not be permitted where any of the following conditions occur:

1. ~~Where the existing roof or roof covering is water soaked or has deteriorated to the point that the existing roof or roof covering is not adequate as a base for additional roofing.~~
2. ~~Where the existing roof covering is slate, clay, cement or asbestos cement tile.~~
3. Where the existing roof has ~~two or~~ more than one applications of any type of roof covering.

R908.3.1.1.2 Extent of replacement. When more than one square of asphalt shingles are required to be replaced over the aggregate area of any slope the entire slope containing damaged shingles shall be replaced in its entirety. The interface of different types of shingles shall only occur at a ridge, hip or open valley.

(e) CHAPTER 24 FUEL GAS

G2414.10.6 Welded joints. Welded joints shall be performed by a person holding a valid certificate of competency based on the requirements of the ANSI/ASME Boiler and Pressure Vessel Code, Section IX, Brazing and Welding Qualifications. Welded joints shall comply with ASTM 139.

G2415.12 (404.12) Minimum burial depth. Underground *piping systems* shall be installed a minimum depth of 12 inches (305 mm) below grade, except as provided for in Section G2415.12.1. Underground plastic piping systems shall be installed a minimum depth of 18 inches (457 mm) below grade.

G2417.4.1 (406.4.1) Test pressure. The test pressure to be used shall be not less than 1½ times the proposed maximum working pressure, but not less than ~~3~~ 20 psig (~~20~~ 30 kPa gauge), irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the *piping* greater than 50 percent of the specified minimum yield strength of the pipe.

(f) CHAPTER 25 PLUMBING ADMINISTRATION

P2503.5.1 Rough plumbing. DWV systems shall be tested on completion of the rough piping installation by water or, ~~for piping systems other than plastic,~~ by air, without evidence of leakage. Either test shall be applied to the drainage system in its entirety or in sections after rough-in piping has been installed, as follows:

1. Water test. Each section shall be filled with water to a point not less than 5 feet (1524 mm) above the highest fitting connection in that section, or to the highest point in the completed system. Water shall be held in the section under test for a period of 15 minutes. The system shall prove leak free by visual inspection.

2. Air test. The portion under test shall be maintained at a gauge pressure of 5 pounds per square inch (psi) (34 kPa) or 10 inches of mercury column (34 kPa). This pressure shall be held without introduction of additional air for a period of 15 minutes.

~~**P2503.6 Shower liner test.** Where shower floors and receptors are made water tight by the application of materials required by Section P2709.2, the completed liner installation shall be tested. The pipe from the shower drain shall be plugged water tight for the test. The floor and receptor area shall be filled with potable water to a depth of not less than 2 inches (51 mm) measured at the threshold. Where a threshold of not less than 2 inches (51 mm) in height does not exist, a temporary threshold shall be constructed to retain the test water in the lined floor or receptor area to a level not less than 2 inches (51 mm) in depth measured at the threshold. The water shall be retained for a test period of not less than 15 minutes and there shall not be evidence of leakage.~~

P2503.7 Water-supply system testing. Upon completion of the water-supply system or a section of it, the system or portion completed shall be tested and proved tight under a water pressure of not less than the working pressure of the system or, ~~for piping systems other than plastic,~~ by an air test of not less than 50 psi (345 kPa). This pressure shall be held for not less than 15 minutes. The water used for tests shall be obtained from a potable water source.

Exception: For PEX piping systems, testing with a compressed gas shall be an alternative to hydrostatic testing where compressed air or other gas pressure testing is specifically authorized by the manufacturer's instructions for the PEX pipe and fittings products installed at the time the system is being tested, and compressed air or other gas testing is not otherwise prohibited by applicable codes, laws or regulations outside of this code.

~~**P2503.8.2 Testing.** Reduced pressure principle, double check, double check detector and pressure vacuum breaker backflow preventer assemblies shall be tested at the time of installation, immediately after repairs or relocation and every year thereafter.~~

(g) **CHAPTER 26 GENERAL PLUMBING REQUIREMENTS**

P2601.2 Connections to drainage system. Plumbing fixtures, drains, appurtenances and *appliances* used to receive or discharge liquid wastes or sewage shall be directly connected to the sanitary drainage system of the building or premises, in accordance with the requirements of this code. This section shall not be construed to prevent indirect waste connections where required by the code.

Exception: ~~Bathtubs, showers, lavatories, clothes washers and laundry trays shall not be required to discharge to the sanitary drainage system where such fixtures discharge to systems complying with Sections P2910 and P2911.~~

P2603.3 Protection against corrosion. ~~Metallic~~ Piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or masonry. ~~Metallic~~ Piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing material thickness shall be not less than 0.008 inch (8 mil) (0.203 mm) and shall be made of plastic. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

P2603.5 Freezing. In localities having a winter design temperature of 32°F (0°C) or lower as shown in Table R301.2 (1) of this code, a water, soil or waste pipe shall not be installed outside of a building, in exterior walls, in *attics* or crawl spaces, or in any other place subjected to freezing temperature unless adequate provision is made to protect it from freezing by insulation or heat or both. Water service pipe shall be installed not less than 48 inches (1219 mm) below finish grade ~~12 inches (305 mm) deep and not less than 6 inches (152 mm) below the frost line.~~

P2603.5.1 Sewer depth. ~~Building sewers that connect to private sewage disposal systems shall be a not less than [NUMBER] inches (mm) below finished grade at the point of septic tank connection.~~ *Building sewers* shall be not less than 12 [NUMBER] inches (305 mm) below grade.

(h) **CHAPTER 27 PLUMBING FIXTURES**

P2705.1 General. The installation of fixtures shall conform to the following:

1. Floor-outlet or floor-mounted fixtures shall be secured to the drainage connection and to the floor, where so designed, by screws, bolts, washers, nuts and similar fasteners of copper, copper alloy or other corrosion-resistant material.
2. Wall-hung fixtures shall be rigidly supported so that strain is not transmitted to the plumbing system.
3. Where fixtures come in contact with walls and floors, the contact area shall be water tight.
4. Plumbing fixtures shall be usable.
5. Water closets, lavatories and bidets. A water closet, lavatory or bidet shall not be set closer than 15 inches (381 mm) from its center to any side wall, partition or vanity or closer than 30 inches (762 mm) center-to-center between adjacent fixtures. There shall be a clearance of not less than 21 inches (533 mm) in front of a water closet, lavatory or bidet to any wall, fixture or door.
6. The location of piping, fixtures or equipment shall not interfere with the operation of windows or doors.
7. In flood hazard areas as established by Table R301.2 (1), plumbing fixtures shall be located or installed in accordance with Section R322.1.6.

8. Integral fixture-fitting mounting surfaces on manufactured plumbing fixtures or plumbing fixtures constructed on site, shall meet the design requirements of ASME A112.19.2/CSA B45.1 or ASME A112.19.3/CSA B45.4.

Exception: Lavatory clearance from its center to any sidewall or partition may be reduced to a minimum of 12 inches.

P2708.3 Water supply riser. Water supply risers from the shower valve to the shower head outlet, whether exposed or concealed, shall be attached to the structure using support devices designed for use with the specific piping material or fittings anchored with screws. The rough-in height shall be not less than 75 inches (1.905 mm) above the shower or tub drain.

P2708.6 Shower head location. Shower heads shall be so located on the sidewall of shower compartments or be arranged so the shower head does not discharge directly at the entrance to the compartment and the bather can adjust the valve prior to stepping into the shower spray.

P2717.2.1 Dishwasher drain. Dishwashers may drain into a standpipe complying with Section P2706.1.2. The standpipe shall be provided with an air break.

(i) **Part VIII- Electrical**

Delete chapters 34-43 (Electrical Provisions shall follow the NEC requirements)

(4) **Amendments to the 2012 International Plumbing Code**

(a) **CHAPTER 1 SCOPE AND ADMINISTRATION**

101.1 Title. These regulations shall be known as the *Plumbing Code* of Adams County ~~[NAME OF JURISDICTION]~~, hereinafter referred to as "this code."

(b) **CHAPTER 2 DEFINITIONS**

Trap drain. The portion of horizontal piping between the weir of a trap and the point where it intersects with the vent serving that same trap (trap arm).

(c) **CHAPTER 3 GENERAL REGULATIONS**

305.4 Freezing. Water, soil and waste pipes shall not be installed outside of a building, in attics or crawl spaces, concealed in outside walls, or in any other place subjected to freezing temperatures unless adequate provision is made to protect such pipes from freezing by insulation or heat or both. Exterior water supply system piping shall be installed not less than 48 inches (1219 mm) below finish grade. 6 inches (152 mm) below the frost line and not less than 12 inches (305 mm) below grade.

305.4.1 Sewer depth. ~~Building sewers that connect to private sewage disposal systems shall be installed not less than [NUMBER] inches (mm) below finished grade at the point of septic tank connection.~~ Building sewers shall be installed not less than 12 [NUMBER] inches (305 mm) below grade.

308.5 Interval of support. Pipe shall be supported in accordance with Table 308.5. Hanger support rods shall be sized in accordance with Table 308.5.1

Table 308.5.1 Hanger Rod Size	
Pipe and Tube Size	Rod Size
1/2" – 4"	3/8"
5" – 8"	1/2"
10" – 12"	5/8"

308.7.1 Location. For pipe sizes greater than 4 inches (102 mm), restraints shall be provided for drain pipes utilizing mechanical joints at all changes in direction and at all changes in diameter greater than two pipe sizes. Braces, blocks, rodding and other suitable methods as specified by the coupling manufacturer shall be utilized.

312.1 Required tests. The permit holder shall make the applicable tests prescribed in Sections 312.2 through 312.10 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the code official when the plumbing work is ready for tests. The equipment, material, power and labor necessary for the inspection and test shall be furnished by the permit holder and the permit holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests. All plumbing system piping shall be tested with either water or, ~~for piping system other than plastic~~, by air. After the plumbing fixtures have been set and their traps filled with water, the entire drainage system shall be submitted to final tests. The code official shall require the removal of any cleanouts if necessary to ascertain whether the pressure has reached all parts of the system.

312.3 Drainage and vent air test. ~~Plastic piping shall not be tested using air.~~ An air test shall be made by forcing air into the system until there is a uniform gauge pressure of 5 psi (35.4 kPa) or sufficient to balance a 10 inch (254 mm) column of mercury. This pressure shall be held for a test period of not less than 15 minutes. Any adjustments to the test pressure required because of changes in ambient temperature or the seating of gaskets shall be made prior to the beginning of the test period.

312.9 Shower liner test. ~~Where shower floors and receptors are made water tight by the application of materials required by Section 421.5.2, the completed liner installation shall be tested. The pipe from the shower drain shall be plugged water tight for the test. The floor receptor area shall be filled with potable water to a depth of not less than 2" inch (51 mm) measured at the threshold. Where a threshold of 2 inches (51 mm) or higher does not exist, a temporary threshold shall be constructed to retain the test water in the lined floor or receptor area to a level not less than 2" (51 mm) deep measured at the threshold. The water shall be retained for a test period of not less than 15 minutes, and there shall not be evidence of leakage.~~

~~312.10.1 Inspections. Annual inspections shall be made of all backflow prevention assemblies and air gaps to determine whether the assemblies are operable and air gaps exist.~~

312.10.2 Testing. Reduced pressure principle, double check, pressure vacuum breaker, reduced pressure detector fire protection, double check detector fire protection, and spill-resistant vacuum breaker backflow preventer assemblies and hose connection backflow preventers shall be tested at the time of installation, immediately after repairs or relocation and at least annually by a certified cross connection control technician. The testing procedure shall be performed in its entirety in accordance with one of the following standards: ASSE 5013, ASSE 5015, ASSE 5020, ASSE 5047, ASSE 5048, ASSE 5052, ASSE 5056, CSA B64.10 or CSA B64.10.1.

(d) **CHAPTER 4 FIXTURES, FAUCETS AND FIXTURE FITTINGS**

403.1 Minimum number of fixtures. Plumbing fixtures shall be provided in the minimum number shown in Table 403.1, based on the actual use of the building or space. Uses not shown in Table 403.1 shall be considered individually by the code official. The number of occupants shall be determined by the International Building Code. Lavatories to water closet or urinal ratios in accordance with Table 403.1 shall be maintained in all restrooms.

405.3.2 Public Lavatories. In employee and public toilet rooms, the required lavatory shall be located in the same room as the required water closet.

Exception: In E occupancies, lavatories located outside a toilet room located within the classroom serving students from that classroom only shall be permitted. These toilet rooms and lavatories shall not count toward the total fixture count required by Table 403.1.

421.2 Water supply riser. Water supply risers from the shower valve to the shower head outlet, whether exposed or concealed, shall be attached to the structure. The attachment to the structure shall be made by the use of support devices designed for use with the specific piping material or by fittings anchored with screws. The rough-in height shall be not less than 75 inches (1.905 mm) above the shower or tub drain.

421.2.1 Shower head location. Shower heads shall be located on the sidewall of shower compartments or be arranged so the shower head does not discharge directly at the entrance to the compartment and the bather can adjust the valve prior to stepping into the shower spray.

421.2.1.2 Shower valve location. A shower or tub /shower control valve shall be installed only where the spout and/or shower head discharges into an approved tub or shower compartment.

Exception: Emergency showers.

425.3 Water closet seats. Water closets shall be equipped with seats of smooth, non absorbent material. Seats of water closets provided for public or employee toilet facilities shall be hinged open-front type. Integral water closet seats shall be of the same material as the fixture. Water closet seats shall be sized for the water closet bowl type.

Exception: Water closets installed in public restrooms for the purpose of complying with accessible fixtures as required by Section 404 fitted with the “AXS-Wingman Universal Design Water Closet Seat” having a closed front are permitted.

(e) CHAPTER 5 WATER HEATERS

504.6.1. Collection of Relief Valve Discharge. A means shall be provided to capture the discharge from a relief valve and convey it to the sanitary drainage system or exterior of the structure either by gravity or a pumped discharge.

Exceptions:

1. Replacements for existing water heaters.

2. Where a water sensing device wired to a normally closed solenoid valve installed in the water service piping is placed within the water heater drain pan.

504.6.1.1 Pumped discharge of relief valve collection. Pumps used to discharge the clear water collection of relief valves shall have an operating temperature equal to or exceeding that of the

relief valve discharge temperature and shall have a gpm rating equal to or greater than the discharge of the relief valve.

(f) **CHAPTER 6 WATER SUPPLY AND DISTIBUTION**

605.15.2 Solvent cementing. Joint surfaces shall be clean and free from moisture, and an approved primer shall be applied. Solvent cement, orange in color, and conforming to ASTM F493, shall be applied to joint surfaces. The joint shall be made while cement is wet, in accordance with ASTM D2846 or ASTM F493. Solvent cement joints shall be permitted above or below ground.

Exception: A primer is not required where all of the following conditions apply:

- ~~1. The solvent cement used is a third-party certified as conforming to ASTM F493.~~
- ~~2. The solvent cement used is yellow in color.~~
- ~~3. The solvent cement is used only for joining ½ inch (12.7 mm) through 2 inch diameter (51 mm) CVPC/AL/CPVC pipe and CPVC fittings.~~
- ~~4. The CVPC fittings are manufactured in accordance with ASTM D2846.~~

608.17.11 Connection to graywater system. The potable water system connection to a graywater system must be protected against backflow by an air gap or reduced pressure principle backflow prevention assembly.

(g) **CHAPTER 7 SANITARY DRAINAGE**

705.10.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F656 shall be applied. Solvent cement not purple in color and conforming to ASTM D2564, CSA B137.3, CSA B181.2 or CSA B182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D2855. Solvent cement joints shall be permitted above or below ground.

Exception: A primer is not required where both of the following conditions apply:

- ~~1. The solvent cement used is third-party certified as conforming to ASTM D2564.~~
- ~~2. The solvent cement is used only for joining PVC drain, waste and vent pipe and fittings in nonpressure applications in sizes up to and including 4 inches (102 mm) in diameter.~~

(h) **CHAPTER 8 INDIRECT/SPECIAL WASTE**

802.1.6 Commercial dishwashing machines. The discharge from a commercial dishwashing machine shall be through an *air gap* or *air break* into a waste receptor in accordance with Section 802.3.

Exception: Domestic dishwashing machines may be connected to a separately trapped stand pipe provided with an air break.

(i) **CHAPTER 9 VENTS**

903.1 Roof extension. Open vent pipes that extend through a roof shall be terminated not less than 6 inches (152 mm) ~~{NUMBER}~~ above the roof, except that where a roof is to be used for any

purpose other than weather protection, the vent extensions shall terminate not less than 7 feet (2134 mm) above the roof.

~~**903.2 Frost closure.** Where the 97.5 percent value for outdoor design temperature is 0°F (-18°C) or less, vent extensions through a roof or wall shall be not less than 3 inches (76mm) in diameter. Any increase in the size of the vent shall be made not less than 1 foot (305 mm) inside the thermal envelope of the building.~~

912.1 Horizontal wet vent permitted. Any combination of fixtures within two *bathroom groups* located on the same floor level is permitted to be vented by a horizontal wet vent. The wet vent shall be considered to be the vent for the fixtures and shall extend from the connection of the dry vent along the direction of the flow in the drain pipe to the most downstream *fixture drain* connection to the *horizontal branch drain*. Each wet-vented *fixture drain* shall connect independently to the horizontal wet vent. Only the fixtures within the *bathroom groups* shall connect to the wet-vented *horizontal branch drain*. Any additional fixtures shall discharge downstream of the horizontal wet vent.

Exception: Fixtures other than those considered to be bathroom group fixtures, of equivalent drainage fixture units, may be included in the wet vented section provided the total number of drainage fixture units does not exceed the total number included in two bathroom groups.

918.7 Vent required. Within each plumbing system, not less than one stack vent or vent stack shall extend outdoors to the open air. Individual tenant spaces within a multi-unit building shall have not less than one stack vent or vent stack that extends outdoors to the open air.

(j) CHAPTER 10 TRAPS, INTERCEPTORS AND SEPARATORS

1002.1 Fixture traps. Each plumbing fixture shall be separately trapped by a liquid-seal trap, except as otherwise permitted by this code. The vertical distance from the fixture outlet to the trap weir shall not exceed 24 inches (610 mm), and the horizontal distance shall not exceed 30 inches (610 mm) measured from the centerline of the fixture outlet to the centerline of the inlet of the trap. The height of a clothes washer standpipe above a trap shall conform to Section 802.3.3. A fixture shall not be double trapped.

Exceptions:

1. This section shall not apply to fixtures with integral traps.
2. A combination plumbing fixture is permitted to be installed on one trap, provided that one compartment is not more than 6 inches (152 mm) deeper than the other compartment and the waste outlets are not more than 30 inches (762 mm) apart.
3. A grease interceptor intended to serve as a fixture trap in accordance with the manufacturer's installation instructions shall be permitted to serve as the trap for a single fixture or a combination sink of not more than three compartments where the vertical distance from the fixture outlet to the inlet of the interceptor does not exceed 30 inches (762 mm) and the *developed length* of the waste pipe from the most upstream fixture outlet to the inlet of the interceptor does not exceed 60 inches (1524 mm).
4. Floor drains in multilevel parking structures that discharge to a building storm *sewer* shall not be required to be individually trapped. Where floor drains in multilevel parking structures are required to discharge to a combined *building sewer* system, the floor drains shall not be required

to be individually trapped provided that they are connected to a main trap in accordance with Section 1103.1.

5. Trench and floor drains connected to a sand oil interceptor need not be individually trapped provided the drain piping from the trench or floor drains is turned down after entering the interceptor so the discharge point is a minimum of 4 inches below the standing water level of the interceptor.

1003.1 Where required. Interceptors and separators shall be provided to prevent the discharge of oil, grease, sand and other substances harmful or hazardous to the public sewer, the private sewage system or the sewage treatment plant or processes.

Exception: Where special regulations exist by the local waste water and/or sanitation district into which the grease trap or interceptor effluent is transported and/or treated. These regulations may supersede this requirement.

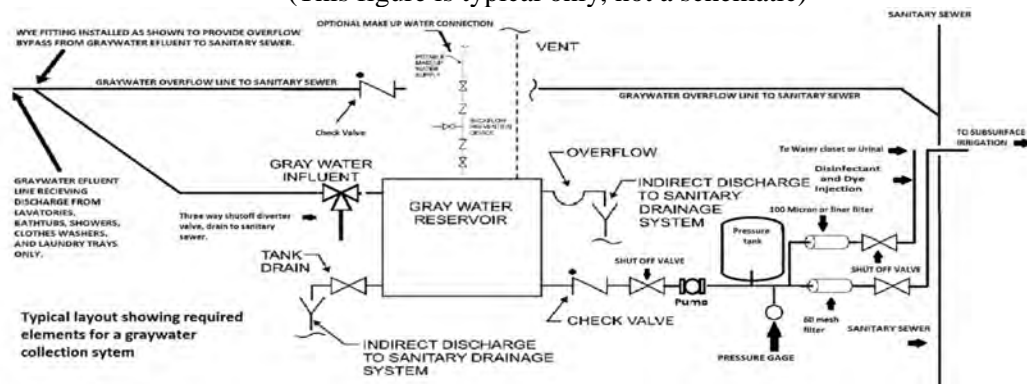
(k) CHAPTER 11 STORM DRAINAGE

1101.3 Prohibited drainage. Storm water shall not be drained into *sewers* intended for sewage only. Storm water from roof drains shall not discharge over public walkways.

Exception: Secondary drains.

1301.4 Typical Graywater Collection System

(This figure is typical only, not a schematic)



(l) CHAPTER 13 NONPOTABLE WATER SYSTEMS

1301.9.6 Overflow. The storage tank shall be equipped with an overflow pipe having a diameter not less than that shown in Table 606.5.4. The overflow pipe shall be protected from insects or vermin. The overflow drain shall not be equipped with a shutoff valve and shall discharge into the sanitary sewer either directly or indirectly with a trap in the drain line to keep odors from escaping the tank. A cleanout shall be provided on each overflow pipe in accordance with Section 708.

1301.9.9 Draining of tanks Delete the text “shall discharge as required for overflow pipes and”. Replace it with: shall discharge into the sanitary sewer either directly or indirectly with a trap in the drain line to keep odors from escaping the tank

~~1301.11 Trenching requirements for nonpotable water piping.~~ ~~Nonpotable water collection and distribution piping and reclaimed water piping shall be separated from the building sewer and potable water piping underground by 5 feet (1524 mm) of undisturbed or compacted earth. Nonpotable water collection and distribution piping shall not be located in, under or above cesspools, septic tanks, septic tank drainage fields or seepage pits. Buried nonpotable water piping shall comply with the requirements of Section 306.~~

Exceptions:

~~1. The required separation distance shall not apply where the bottom of the nonpotable water pipe within 5 feet (1524 mm) of the sewer is not less than 12 inches (305 mm) above the top of the highest point of the sewer and the pipe materials conform to Table 702.3.~~

~~2. The required separation distance shall not apply where the bottom of the potable water service pipe within 5 feet (1524 mm) of the nonpotable water pipe is not less than 12 inches (305 mm) above the top of the highest point of the nonpotable water pipe and the pipe materials comply with the requirements of Table 605.4.~~

~~1301.12 Outdoor outlet access.~~ ~~Sillcocks, hose bibbs, wall hydrants, yard hydrants and other outdoor outlets supplied by nonpotable water shall be located in a locked vault or shall be operable only by means of a removable key.~~

1302.1 General. The provisions of ASTM E2635 and Section 1302 shall govern the construction, installation, alteration and repair of on-site nonpotable water reuse systems for the collection, storage, treatment and distribution of on-site sources of nonpotable water as permitted by the jurisdiction. All plumbing systems utilizing nonpotable water reuse systems shall have a double check valve installed at the water service entrance immediately downstream of the building water service shut off valve.

1302.5 Filtration. Untreated water collected for reuse shall be filtered as required for the intended end use. Filters shall be provided with *access* for inspection and maintenance. Filters shall utilize a pressure gauge or other *approved* method to provide indication when a filter requires servicing or replacement. Filters shall be installed with shutoff valves immediately upstream and downstream to allow for isolation during maintenance. Graywater used for dispersed subsurface irrigation system requires a cartridge filter. The cartridge filter must be a minimum of 60 mesh located between the storage tank and the irrigation system.

1302.6.1 Gray water used for fixture flushing. Gray water used for flushing water closets and urinals shall be disinfected and treated by an on-site water reuse treatment system complying with NSF 350. Graywater used for toilet and urinal flushing shall be dyed with blue or green food grade vegetable dye and be visibly distinct from potable water.

1302.7.3 Overflow. Storage tank for on-site nonpotable systems must include an overflow line without a shut off valve. The overflow line shall be connected to the sanitary sewer either directly or indirectly. The overflow line must be the same or larger diameter line than the tank influent line. The overflow line connected indirectly must be trapped to prevent the escape of gas vapors from the tank

1302.7.4 Venting. Storage tank for on-site nonpotable systems must be vented. Indoor tanks must be vented to the atmosphere outside the building or connected to the plumbing vent system.

1302.7.5 Tank Drains. Storage tank for on-site nonpotable systems must include a valved drain. The drain shall be indirectly connected to the sanitary sewer. The tank drainline must be the same or larger diameter line than the tank influent line.

~~**1302.8.1 Bypass valve.** One three-way diverter valve listed and labeled to NSF 50 or other approved device shall be installed on collection piping upstream of each storage tank, or drainfield, as applicable, to divert untreated on-site reuse sources to the sanitary sewer to allow servicing and inspection of the system. Bypass valves shall be installed downstream of fixture traps and vent connections. Bypass valves shall be marked to indicate the direction of flow, connection and storage tank or drainfield connection. Bypass valves shall be provided with access that allows for removal. Two shutoff valves shall not be installed to serve as a bypass valve.~~

1302.8.1 System Bypass One three-way diverter valve listed and labeled to NSF 50 or other approved device shall be installed on collection piping upstream of any graywater treatment equipment, as applicable, to divert untreated on-site reuse sources to the sanitary sewer to allow servicing and inspection of the system. Bypass valves shall be installed downstream of fixture traps and vent connections. Bypass valves shall be marked to indicate the direction of flow, connection and storage tank or drainfield connection. Bypass valves shall be installed in accessible locations. Two shutoff valves shall not be installed to serve as a bypass valve. In addition to the bypass valve a series of drainage fittings shall be installed in the collection piping upstream of the bypass valve in a configuration that will allow the graywater from the plumbing fixtures to automatically flow directly into the sanitary sewer system in the event the filter or other parts of the collection system become clogged to the point of not allowing the effluent free flow through the system. The overflow line connected to the sanitary sewer shall be equipped with a backwater valve.

Section 1303 Nonpotable rainwater collection and distribution systems

Delete in its entirety

Chapter 14 Subsurface landscape irrigation systems

Delete in its entirety

(5) Amendments to the 2018 International Mechanical Code

(a) CHAPTER 1 SCOPE AND ADMINISTRATION

101.1 Title. These regulations shall be known as the *Mechanical Code* of Adams County ~~{NAME OF JURISDICTION}~~, hereinafter referred to as "this code."

(6) Amendments to the 2018 International Fuel Gas Code

(a) CHAPTER 1 SCOPE AND ADMINISTRATION

101.1 Title. These regulations shall be known as the *Fuel Gas Code* of Adams County ~~{NAME OF JURISDICTION}~~, hereinafter referred to as "this code."

101.2.2 Piping systems. These regulations cover *piping* systems for natural gas with an operating pressure of 125 pounds per square inch gauge (psig) (862 kPa gauge) or less, and for LP-gas with an operating pressure of 20 psig (140 kPa gauge) or less, except as provided in Section 402.7. Coverage shall extend from the *point of delivery* to the outlet of the *appliance* shutoff valves.

Piping system requirements shall include design, materials, components, fabrication, assembly, installation, testing, inspection, operation, ~~and maintenance.~~

(b) **CHAPTER 4 GAS PIPING INSTALLATIONS**

403.10.6 Welded Joints. Welded joints shall be performed by a person holding a valid certificate of competency based on the requirements of the ANSI/ASME Boiler and Pressure Vessel Code, Section IX, Brazing and Welding Qualifications. Welded joints shall comply with ASTM 139.

404.12 Minimum burial depth. Underground *piping systems* shall be installed a minimum depth of 12 inches (305 mm) below grade except as provided for in Section 404.12.1. *Underground plastic piping systems* shall be installed a minimum depth of 18 inches (457 mm) below grade.

406.1 General. Prior to acceptance and initial operation, all *piping* installations shall be visually inspected and pressure tested to determine that the materials, design, fabrication and installation practices comply with the requirements of this code. Inspection and pressure testing shall apply to temporary installations connected to a primary fuel gas source for the purpose of supplying temporary heat.

406.4.1 Test pressure. The test pressure to be used shall be not less than 1½ times the proposed maximum working pressure, but not less than ~~3~~ 20 psig (~~20~~ 30 kPa gauge), irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the *piping* greater than 50 percent of the specified minimum yield strength of the pipe.

408.4 Sediment trap. ~~Where a sediment trap is not incorporated as part of the appliance, a sediment trap shall be installed downstream of the appliance shutoff valve as close to the inlet of the appliance as practical. The sediment trap shall be either a tee fitting having a capped nipple of any length installed vertically in the bottommost opening of the tee as illustrated in Figure 408.4 or other device approved as an effective sediment trap. Illuminating appliances, ranges, clothes dryers, decorative vented appliances for installation in vented fireplaces, gas fireplaces and outdoor grills need not be so equipped.~~

409.5.3 Located at manifold. ~~Where the *appliance* shutoff valve is installed at a manifold, such shutoff valve shall be located within 50 feet (15 240 mm) of the *appliance* served and shall be readily accessible and permanently identified. The *piping* from the manifold to within 6 feet (1829 mm) of the *appliance* shall be designed, sized and installed in accordance with Sections 401 through 408.~~

409.6.1 Electric Solenoid Valve. A remotely located electric solenoid emergency shutoff valve may be used for compliance to Section 409.6, when all the following requirements are met.

1. The emergency control shutoff “panic button” shall be readily accessible, located within the laboratory space served, adjacent to the egress door from the space and shall be identified by approved signage stating “Gas Shutoff”.

2. The gas solenoid valve shall be a “normally closed” type valve with a manual reset

(7) **Amendments to the 2018 International Energy Conservation Code**

(a) [CE] CHAPTER 1 SCOPE AND ADMINISTRATION

C101.1 Title. This code shall be known as the *Energy Conservation Code* of Adams County ~~[NAME OF JURISDICTION]~~, and shall be cited as such. It is referred to herein as “this code.”

~~**C103.6.3 Systems operation control.** Training shall be provided to those responsible for maintaining and operating equipment included in the manuals required by Section C103.6.2.~~

~~The training shall include:~~

- ~~1. Review of manuals and permanent certificate.~~
- ~~2. Hands-on demonstration of all normal maintenance procedures, normal operating modes, and all emergency shutdown and startup procedures.~~
- ~~3. Training completion report.~~

(b) [CE] CHAPTER 4 COMMERCIAL ENERGY EFFICIENCY

C403.6.1 Variable air volume and multiple-zone systems. Supply air systems serving multiple zones shall be variable air volume (VAV) systems that have zone controls configured to reduce the volume of air that is reheated, recooled or mixed in each zone to one of the following:

1. Twenty percent of the zone design peak supply for systems with Direct Digital Control (DDC) and 30 percent for other systems.
2. Systems with Direct Digital Control (DDC) where all of the following apply:
 - 2.1. The airflow rate in the deadband between heating and cooling does not exceed 20 percent of the zone design peak supply rate or the zone design peak supply rate or higher allowed rates under Items 3, 4 and 5 of this section.
 - 2.2. The first stage of heating modulates the zone supply air temperature setpoint up to a maximum setpoint while the airflow is maintained at the deadband flow rate.
 - 2.3. The second stage of heating modulates the airflow rate from the deadband flow rate up to the heating maximum flow rate that is less than 50 percent of the zone design peak supply rate.

(c) [RE] CHAPTER 1 SCOPE AND ADMINISTRATION

R101.1 Title. This code shall be known as the *Energy Conservation Code* of Adams County ~~[NAME OF JURISDICTION]~~, and shall be cited as such. It is referred to herein as “this code.”

(d) [RE] CHAPTER 4 RESIDENTIAL ENERGY EFFICIENCY

R402.4.1.2 Testing. The *building* or dwelling unit shall be tested and verified as having an air leakage rate not exceeding five air changes per hour or 0.30 cubic feet per minute for multi-family units and not exceeding three air changes per hour or 0.24 cubic feet per minute for all other residential buildings and dwelling units, in Climate Zones 1 and 2, and three air changes per hour in Climate Zones 3 through 8. Testing shall be conducted in accordance with RESNET/ICC 380, ASTM E779 or ASTM E1827 and reported at a pressure of 0.2 inch w.g. (50 Pascals). Where required by the *code official*, testing shall be conducted by an *approved* third party. A written report of the results of the test shall be signed by the party conducting the test and

provided to the *code official*. Testing shall be performed at any time after creation of all penetrations of the *building thermal envelope*.

(8) Amendments to 2018 International Existing Building Code

(a) CHAPTER 1 SCOPE AND ADMINISTRATION

101.1 Title. These regulations shall be known as the *Existing Building Code* of Adams County ~~[NAME OF JURISDICTION]~~, hereinafter referred to as "this code."

(b) CHAPTER 2 DEFINITONS

[BS] DANGEROUS. Any building, structure or portion thereof that meets any of the conditions described below or meets the definition of dangerous as stated in Section 108.1.5 of the International Property Maintenance Code shall be deemed *dangerous*:

1. The building or structure has collapsed, partially collapsed, moved off its foundation or lacks the support of ground necessary to support it.
2. There exists a significant risk of collapse, detachment or dislodgment of any portion, member, appurtenance or ornamentation of the building or structure under service loads.

(9) Amendments to the 2018 International Swimming Pool and Spa Code

(a) CHAPTER 1 SCOPE AND ADMINISTRATION

101.1 Title. These regulations shall be known as the *International Swimming Pool and Spa Code* of Adams County ~~[NAME OF JURISDICTION]~~, hereinafter referred to as "this code."

105.6.2 Fee schedule. The fees for work shall be as indicated in the following schedule:
~~[JURISDICTION TO INSERT APPROPRIATE SCHEDULE]~~ **Building Permit Fee Schedule**

105.6.3 Fee refunds. The code official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. Not more than 80% ~~[SPECIFY PERCENTAGE]~~ percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. ~~Not more than [SPECIFY PERCENTAGE] percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.~~

(b) CHAPTER 2 DEFINITIONS

Residential Swimming Pool (Residential Pool). A pool intended for use which is accessory to a ~~residential setting~~ One and Two Family Dwelling and available only to the household and its guests. Pools accessory to townhomes shall be designed and constructed as Public Swimming Pools Class C. All other pools shall be considered *public pools* for purposes of this code.

(c) **CHAPTER 3 GENERAL COMPLIANCE**

305.1 General. The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. Where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 ~~and swimming pools are equipped with a powered safety cover that complies with ASTM F1346~~, the areas where those spas or hot tubs ~~or pools~~ are located shall not be required to comply with Sections 305.2 through 305.7.

320.1 Backwash water or draining water. Backwash water or draining water shall be discharged to the sanitary sewer ~~or storm sewer~~, or into an *approved* disposal system on the premise, or shall be disposed of by other means approved by the state or local authority. Direct connections shall not be made between the end of the backwash line and the disposal system. Drains shall discharge through an air gap.

321.2 Artificial lighting required. ~~When a pool is open during periods of low natural illumination, artificial~~ Artificial lighting shall be provided so that all areas of the pool, including the bottom *main drains*, will be visible.

321.3 Emergency illumination. *Public pools* and pool areas ~~that operate during periods of low illumination~~ shall be provided with sufficient emergency illumination to permit evacuation of the pool and securing of the area in the event of power failure. The emergency lighting intensity shall be not less than 1 foot-candle at the water surface and the walking surface of the deck.

(10) **Amendments to 2018 International Property Maintenance Code**

(a) **CHAPTER 1 SCOPE AND ADMINISTRATION**

101.1 Title. These regulations shall be known as the *International Property Maintenance Code of Adams County* ~~[NAME OF JURISDICTION]~~, hereinafter referred to as "this code."

(b) **CHAPTER 3 GENERAL REQUIREMENTS**

302.4 Weeds. *Premises and exterior property* shall be maintained free from weeds or plant growth in excess of 6 inches ~~[JURISDICTION TO INSERT HEIGHT IN INCHES]~~. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

304.14 Insect screens. ~~During the period from [DATE] to [DATE],~~ Every door, window and other outside opening required for *ventilation* of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other *approved* means, such as air curtains or insect repellent fans, are employed.

(c) **CHAPTER 6 MECHANICAL AND ELECTRICAL EQUIPMENT**

602.3 Heat supply. Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat ~~during the period from [DATE] to [DATE]~~ to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.
2. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat ~~during the period from [DATE] to [DATE]~~ to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

(11) Amendments to 2017 National Electrical Code

(a) ARTICIAL 110 REQUIREMENTS FOR ELECTRICAL INSTALLATIONS

110.14 (D) Installation. Where tightening torque is indicated as a numeric value on equipment or in installation instructions provided by the manufacturer, a calibrated torque tool shall be used to achieve the indicated torque value, unless the equipment manufacturer has provided installation instructions for alternative method of achieving the required torque. A self certified torque report indicating required torque requirements by the manufacturer's installation instructions have been met shall be provided to the authority having jurisdiction.

(b) ARTICIAL 230 SERVICES

230.70(A) (1) Readily Accessible Location. The service disconnecting means shall be installed at a readily accessible location either outside of a building or structure or inside nearest the point of entrance of the service conductors. When the location of the service meter is at a distance of greater than 50 ft. (16m) from the main structure(s) or building(s), an additional service disconnecting means for each structure or building shall be provided at this location. These disconnects may be cold sequenced or hot sequenced depending on the utility providers preference.

(c) ARTICIAL 300 UNDERGROUND INSTALLATIONS

300.5 (D) (3) Protection from damage. Underground service conductors rated 110 volts to ground or more that are not encased in concrete and that are buried 450 mm (18 in.) or more below grade shall have their location identified by a warning ribbon that is placed in the trench as

least 300 mm (12 in.) above the underground installation. Trenches less than 18 inches, an appropriate depth above the conductors or raceway shall be determined by the installer so as to provide sufficient warning of the presence of the conductors/ raceway.

(d) ARTICIAL 830 NETWORK-POWERED BROADBAND COMMUNICATIONS SYSTEMS

830.133 (B) Support of Network- Powered Broadband Communications System Cables.

Raceways shall be used for the intended purpose. Network-powered broadband communications cables shall not be strapped, taped, or attached by any means to the exterior of any conduit or raceway as a means of support. Independent support wires used for support above a drop ceiling shall be independent of all other systems and clearly marked, tagged, or other effective means so as to identify them as being used for Network Powered Broadband Communication Cables. This shall apply to Communication Cables as listed Article 800 also.

Section 5. PENALTIES

Pursuant to§ 30-28-209, C.R.S., any person who violates the provisions of this Ordinance commits a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than one hundred dollars (\$100), or by imprisonment in the county jail for not more than ten days, or by both such fine and imprisonment. Each day during which such illegal activity occurs shall be deemed to be a separate offense.

Section 6. REPEAL OF CONFLICTING BUILDING CODES

All conflicting building codes previously adopted by the Adams County Board of County Commissioners are hereby repealed in their entirety and re-enacted in accordance with the provisions of this Ordinance.

Section 7. SEVERABILITY

The Board of County Commissioners hereby declares that should any article, section, paragraph, sentence, clause or phrase of this Ordinance be held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of County Commissioners hereby declares that it would have passed this Ordinance, and each part or parts thereof, irrespective of the fact that any one part or parts be declared invalid or unconstitutional.

Section 8. SAFETY CLAUSE

The Board of County Commissioners hereby finds, determines, and declares that this Ordinance is necessary for the preservation of the public health, safety, and welfare.

Section 9. DATE OF EFFECT

The Board of County Commissioners of Adams County, Colorado, hereby determines that this Ordinance shall become effective on January 1, 2019.

Adopted this ____ day of November, 2018.

Mary Hodge, Chair
Board of County Commissioners
Adams County, Colorado

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

Hodge _____
O'Doriso _____
Henry _____
Tedesco _____
Hansen _____
Commissioners

CERTIFICATE OF ATTESTATION

STATE OF COLORADO)
County of Adams)

CERTIFICATE OF ATTESTATION

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

The foregoing text is the authentic text of Adams County Ordinance No. 12. The first reading of said Ordinance took place on **October**____, **2018**, at a regular Board of County Commissioners meeting. It was published in full in a newspaper of general circulation at least ten days before its adoption; to wit, in the Westminster Window and the Thornton Sentinel on **November** __, **2018**. The Ordinance was adopted on second reading at a regular Board of County Commissioners meeting on **November**____, **2018**, and shall become effective on January 1, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this ____ **day of November, 2018**.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Stan Martin:

By:

Deputy