



Board of County Commissioners

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

PUBLIC HEARING AGENDA

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

THIS AGENDA IS SUBJECT TO CHANGE

Tuesday
October 2, 2018
9:30 AM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

- A.** Proclamation of October 2018 as Domestic Violence Awareness Month

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 September 10-14, 2018
- B.** List of Expenditures Under the Dates of September 17-21, 2018
- C.** Minutes of the Commissioners' Proceedings from September 18, 2018
- D.** Resolution Approving Quit Claim Deed from Adams County to the City of Thornton for Street Right-Of-Way
(File approved by ELT)

- E.** Resolution Approving Right-of-Way Agreement between Adams County and Patricia Ortiz and Madeline Parra, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)
- F.** Resolution Authorizing the County to Enter into a Class C Irrigation Water Allotment Contract with the Groundwater Management Subdistrict of the Central Colorado Water Conservancy District
(File approved by ELT)
- G.** Resolution Authorizing the County to Enter into a Class C Non-Irrigation Water Allotment Contract with the Groundwater Management Subdistrict of the Central Colorado Water Conservancy District
(File approved by ELT)
- H.** Resolution Approving Consent to Assignment and Assignment of Lease with Stephen J. Paschke to Fox AeroServices, LLC
(File approved by ELT)
- I.** Resolution Approving Amendment 1 to Land Lease between Colorado Air and Space Port and Front Range Condo Association, Inc.
(File approved by ELT)
- J.** Resolution Approving Right-of-Way Agreement between Adams County and Fernando Bencomo Portillo and Diana Villar, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)
- K.** Resolution Designating 2018 Bank Depositories and Designating Approved Securities for Investment Purposes
(File approved by ELT)
- L.** Resolution Approving Colorado Statewide Investment Pool Indenture of Trust for Investment Purposes
(File approved by ELT)
- M.** Resolution Approving Memorandum of Understanding between Adams County, Adams County Education Consortium, Adams 14 Education Foundation, School District 27J, Mapleton Education Foundation, Westminster Public Schools Foundation, Strasburg 31J, Adams 12 Five Star Schools and Bennett School District 29J Regarding the Adams County Scholarship Fund
(File approved by ELT)
- N.** Resolution Approving an Agreement between Adams County and Adams County Education Consortium for Professional Services
(File approved by ELT)
- O.** Resolution Approving Grant Agreement among the Colorado Department of Higher Education, Adams County, and the Adams County Education Consortium for the Purpose of Providing Adams County High School Graduates with Multi-Year Scholarship Opportunities for Students Entering Post-Secondary Education in 2018-2022
(File approved by ELT)
- P.** Resolution Approving Agreement between Adams County and Tri-County Health Department for Construction Oversight of Module 1 Cell 4 Liner at the East Regional Landfill Solid Waste Disposal Facility
(File approved by ELT)
- Q.** Resolution Approving Agreement to Amend/Extend Contract between Adams County and Urban Land Conservancy
(File approved by ELT)

- R. Resolution Approving Agreement to Amend/Extend Contract between Adams County and Rocky Mountain Prestress
(File approved by ELT)
- S. Resolution Approving Right-of-Way Agreement between Adams County and David L. Hall, for Property Necessary for the East 96th Avenue and McKay Road Improvement Project
(File approved by ELT)
- T. Resolution Approving Right-of-Way Agreement between Adams County and Alejandro Covarrubias, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)
- U. Resolution Approving Right-of-Way Agreement between Adams County and New Direction IRA FBO David Lawrence Hall, for Property Necessary for the East 96th Avenue and McKay Road Improvement Project
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1. Resolution Approving Task Order Three to the Agreement between Adams County and Jviation, Inc., for Environmental Studies at the Colorado Air and Space Port
(File approved by ELT)
- 2. Resolution Approving Amendment Two to the Agreement between Adams County and Tetra Tech Inc., for the Brownfields Program
(File approved by ELT)
- 3. Resolution Approving Amendment Five to the Agreement between Adams County and Community Reach Center for Therapeutic Intervention Services at the Adams County Detention Center
(File approved by ELT)
- 4. Resolution Awarding an Agreement between Adams County and Lynch Diversified Vehicles for a SWAT/Negotiator Vehicle
(File approved by ELT)
- 5. Resolution Approving Amendment Two to the Agreement between Adams County and Saunders Construction for the Construction of the Riverdale Animal Shelter
(File approved by ELT)

B. COUNTY ATTORNEY

8. LAND USE HEARINGS

A. Cases to be Heard

- 1. RCU2017-00018 Crown Castle IV
(File approved by ELT)
- 2. RCU2018-00007 Colt Pipeline
(File approved by ELT)

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

Proclamation

Domestic Violence Awareness Month

Whereas, In the United States, an average of 20 people experience intimate partner physical violence every minute. This equates to more than 10 million abuse victims annually; and

Whereas, approximately 15.5 million children are exposed to domestic violence every year; and

Whereas, when a family member is abused, it can have long-term damaging effects on the victim that also leave a mark on family, friends, and the community at large; and

Whereas, violence against women and children is a prevalent social ill due to the historical imbalance of power in gender and age; however, sexual and domestic violence are widespread and are devastating to society as a whole; and

Whereas, the problems of sexual and domestic violence are not confined to any group or groups of people, but crosses all economic, racial, gender, educational, religious, and societal barriers, and are sustained by societal indifference; and

Whereas, the crimes of domestic and sexual violence violate an individual's privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse; and

Whereas, victims should have help to find the compassion, comfort, and healing they need, and abusers should be punished to the full extent of the law; and

Whereas, victims of violence should have access to medical and legal services, counseling, emergency and transitional housing, and other supportive services so that they can safely escape the cycle of abuse; and

Whereas, we encourage domestic and sexual violence victims and their families to seek assistance from appropriate victims' services organizations; and

Whereas, it is important to recognize the compassion and dedication of the individuals who provide services to victims of domestic and sexual violence and work to increase public understanding of this significant problem; and

Whereas, local programs, state coalitions, national organizations, and other agencies nationwide are committed to increasing public awareness of domestic and sexual violence and its prevalence, and to eliminating it through prevention, education; and

Whereas, important partnerships have been formed among criminal and juvenile justice agencies, healthcare providers, allied professionals, and victim services to assist victims of domestic and sexual violence and their families; and

Whereas, we dedicate ourselves to protecting vulnerable members of our community; and

Whereas, Adams County, Colorado has a moral obligation to work to prevent domestic violence, address its brutal and destructive effects and make ending domestic violence a local priority; and

Now, Therefore, Be It Resolved That, the Board of Commissioners of the County of Adams, State of Colorado, proclaims October 2018 as

Domestic Violence Awareness Month

and urges all citizens to actively support first responders, victims of crime and their service providers in our community to work towards the elimination of domestic violence and sexual assault.

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	1,338,281.33
4	Capital Facilities Fund	8,787.58
5	Golf Course Enterprise Fund	21,623.95
6	Equipment Service Fund	569,690.43
7	Stormwater Utility Fund	64.74
13	Road & Bridge Fund	456,243.76
19	Insurance Fund	225,489.91
30	Community Dev Block Grant Fund	41,284.00
31	Head Start Fund	19,023.33
34	Comm Services Blk Grant Fund	2,673.22
35	Workforce & Business Center	13,695.00
43	Front Range Airport	10,169.23
50	FLATROCK Facility Fund	3,272.61
94	Sheriff Payables	2,636.00
		<u>2,712,935.09</u>

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00727993	32273	ALL COPY PRODUCTS INC	09/11/18	145.94
00727994	383698	ALLIED UNIVERSAL SECURITY SERV	09/11/18	5,407.63
00727995	12012	ALSCO AMERICAN INDUSTRIAL	09/11/18	317.27
00727997	491318	AMERICAN EAGLE DISTRIBUTING	09/11/18	4,650.75
00727998	322973	ARMORED KNIGHTS INC	09/11/18	1,565.74
00728001	429551	BISCUITS AND BERRIES CATERING	09/11/18	3,746.00
00728002	31729	BOBCAT OF THE ROCKIES	09/11/18	3,899.00
00728011	612089	COMMERCIAL CLEANING SYSTEMS	09/11/18	79,106.08
00728013	40374	COSTAR REALTY INFORMATION INC	09/11/18	2,948.81
00728015	519505	DENOVO VENTURES LLC	09/11/18	175.00
00728016	315529	DENVER COUNTY SHERIFF	09/11/18	53.15
00728021	25579	ENTRAVISION COMMUNICATIONS	09/11/18	1,500.00
00728023	669155	EVSTUDIO LLC	09/11/18	3,541.50
00728028	41110	GOVERNMENT TECHNOLOGY SOLUTION	09/11/18	11,200.00
00728029	294059	GROUNDS SERVICE COMPANY	09/11/18	50.00
00728031	727893	HCL ENGINEERING & SURVEYING LL	09/11/18	7,150.00
00728036	675514	IMPROVEMENT ASSURANCE GROUP	09/11/18	1,050.00
00728040	453327	LATPRO INC	09/11/18	566.67
00728041	34620	LAUTT TERRI	09/11/18	71.00
00728047	702803	MODE SYSTEMS INC	09/11/18	978.00
00728051	282112	ORACLE AMERICA INC	09/11/18	6,607.26
00728054	36746	PEDRUCCI MARC R	09/11/18	112.00
00728055	82559	PICTOMETRY INTL CORP	09/11/18	4,500.00
00728058	88393	RECRUITING.COM	09/11/18	510.00
00728060	17186	SAGUACHE COUNTY SHERIFF	09/11/18	38.40
00728063	145355	SANITY SOLUTIONS INC	09/11/18	19,998.88
00728067	42818	STATE OF COLORADO	09/11/18	44.61
00728068	42818	STATE OF COLORADO	09/11/18	634.95
00728069	52553	SWEEPSTAKES UNLIMITED	09/11/18	30.00
00728072	1094	TRI COUNTY HEALTH DEPT	09/11/18	294,546.00
00728073	666214	TYGRET DEBRA R	09/11/18	470.00
00728074	712817	WHITESTONE CONSTRUCTION SERVIC	09/11/18	6,535.05
00728077	473336	ZAYO GROUP HOLDINGS INC	09/11/18	12,837.50
00728079	8158	ZONES INC	09/11/18	5,804.09
00728097	128693	DREXEL BARRELL & CO	09/13/18	490.00
00728100	79260	IDEXX DISTRIBUTION INC	09/13/18	64.83

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>
00728103	708348	MOUNTAIN NAVIGATION, INC	09/13/18	8,808.00
00728104	13591	MWI VETERINARY SUPPLY CO	09/13/18	2,695.12
00728105	669732	PATTERSON VETERINARY SUPPLY IN	09/13/18	1,275.06
00728106	720230	PHILLIPS PET FOOD & SUPPLIES	09/13/18	519.75
00728108	422902	ROADRUNNER PHARMACY INCORPORAT	09/13/18	141.00
00728111	42818	STATE OF COLORADO	09/13/18	10,895.27
00728112	42818	STATE OF COLORADO	09/13/18	505.53
00728116	725672	ALL PRO CEMENT INC	09/13/18	5,000.00
00728118	745675	APEX MECHANICAL LLC	09/13/18	482.59
00728119	45084	BASELINE ASSOCIATES INC	09/13/18	980.00
00728120	13160	BRIGHTON CITY OF (WATER)	09/13/18	2,334.62
00728121	13160	BRIGHTON CITY OF (WATER)	09/13/18	1,014.19
00728122	13160	BRIGHTON CITY OF (WATER)	09/13/18	26,060.09
00728123	13160	BRIGHTON CITY OF (WATER)	09/13/18	138.48
00728124	13160	BRIGHTON CITY OF (WATER)	09/13/18	17,299.94
00728125	463401	BUSH MELVIN E	09/13/18	65.00
00728128	491853	CENTER POINT ENERGY SERVICES R	09/13/18	971.49
00728129	491853	CENTER POINT ENERGY SERVICES R	09/13/18	57.66
00728130	491853	CENTER POINT ENERGY SERVICES R	09/13/18	4,999.63
00728132	63476	COLO CARPET CENTER INC	09/13/18	1,892.00
00728134	99357	COLO MEDICAL WASTE INC	09/13/18	2,917.00
00728135	209334	COLO NATURAL GAS INC	09/13/18	29.49
00728136	2157	COLO OCCUPATIONAL MEDICINE PHY	09/13/18	1,501.00
00728137	40658	CROWN EQUIPMENT CORP	09/13/18	98.00
00728138	35867	ELDORADO ARTESIAN SPRINGS INC	09/13/18	151.86
00728139	47723	FEDEX	09/13/18	516.49
00728140	197938	FIRST CALL OF COLO	09/13/18	4,050.00
00728141	689772	GENEDX INC	09/13/18	3,000.00
00728144	675517	GREEN THOMAS D	09/13/18	65.00
00728145	698488	HANCOCK FORREST HAYES	09/13/18	65.00
00728146	13565	INTERMOUNTAIN REA	09/13/18	27.43
00728147	145356	KENNY ELECTRIC SERVICE INC	09/13/18	216.00
00728149	637831	MCCREARY RAPHAEL	09/13/18	65.00
00728151	745674	MR. REPAIR INC	09/13/18	88.00
00728152	124449	NMS LABS	09/13/18	19,545.00
00728153	443757	NRG DGPV FUND 1 LLC	09/13/18	567.82

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728154	443757	NRG DGPV FUND 1 LLC	09/13/18	641.68
00728155	443757	NRG DGPV FUND 1 LLC	09/13/18	111.50
00728156	573416	NYHOLM STEWART E	09/13/18	65.00
00728157	473343	PALEO DNA	09/13/18	350.00
00728159	100332	PERKINELMER GENETICS	09/13/18	100.00
00728161	45133	PPS INTERIORS	09/13/18	300.00
00728164	16237	SAM HILL OIL INC	09/13/18	52.75
00728165	687934	SCHLINDWEIN MARK	09/13/18	82.32
00728166	669061	SCL HEALTH	09/13/18	542.10
00728168	13538	SHRED IT USA LLC	09/13/18	425.56
00728169	51001	SOUTHLAND MEDICAL LLC	09/13/18	6,090.04
00728170	227044	SOUTHWESTERN PAINTING	09/13/18	4,998.00
00728171	227044	SOUTHWESTERN PAINTING	09/13/18	615.00
00728172	315130	STANFIELD THOMSON	09/13/18	65.00
00728173	4755	THORNTON CITY OF WATER & SEWER	09/13/18	450.95
00728175	117701	UNIPATH	09/13/18	10,901.31
00728176	1007	UNITED POWER (UNION REA)	09/13/18	66.48
00728177	1007	UNITED POWER (UNION REA)	09/13/18	28,371.62
00728178	1007	UNITED POWER (UNION REA)	09/13/18	10,541.36
00728179	1007	UNITED POWER (UNION REA)	09/13/18	110.43
00728180	1007	UNITED POWER (UNION REA)	09/13/18	2,398.64
00728181	1007	UNITED POWER (UNION REA)	09/13/18	40.08
00728182	1007	UNITED POWER (UNION REA)	09/13/18	247.09
00728183	1007	UNITED POWER (UNION REA)	09/13/18	954.46
00728184	1007	UNITED POWER (UNION REA)	09/13/18	7,681.95
00728185	1007	UNITED POWER (UNION REA)	09/13/18	57.46
00728186	1007	UNITED POWER (UNION REA)	09/13/18	7,590.54
00728187	1007	UNITED POWER (UNION REA)	09/13/18	455.13
00728188	1007	UNITED POWER (UNION REA)	09/13/18	26,608.71
00728199	46796	WESTMINSTER CITY OF	09/13/18	877.31
00728200	46796	WESTMINSTER CITY OF	09/13/18	2,962.94
00728201	46796	WESTMINSTER CITY OF	09/13/18	4,405.06
00728202	13822	XCEL ENERGY	09/13/18	1,756.89
00728203	13822	XCEL ENERGY	09/13/18	70.26
00728204	13822	XCEL ENERGY	09/13/18	2,015.93
00728205	13822	XCEL ENERGY	09/13/18	163.87

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728206	13822	XCEL ENERGY	09/13/18	2,076.00
00728214	745120	DIAZ PAOLO H	09/13/18	256.64
00728215	166577	DUNCAN PATRICIA	09/13/18	281.00
00728216	343447	GONZALES RAYMOND	09/13/18	281.00
00728218	672706	MONKE DYLAN	09/13/18	281.00
00728219	266741	OSTLER BRYAN	09/13/18	281.00
00728221	675206	REIS ALISHA	09/13/18	281.00
00728223	33604	STATE OF COLORADO	09/13/18	8,694.09
00728225	293232	BONASERA, BETHANY K	09/13/18	115.54
00728226	676392	BULLOCK, RACHEL D	09/13/18	35.75
00728227	93529	CORRECTIONAL MANAGEMENT INC	09/13/18	1,429.41
00728228	29374	DAHLMAN BENJAMIN	09/13/18	71.00
00728232	473644	GARFIELD COUNTY COMMUNITY CORR	09/13/18	528.57
00728233	582481	GEO GROUP INC	09/13/18	385.95
00728234	37041	HANSELMAN, MICAELNA M	09/13/18	14.72
00728235	44965	INTERVENTION COMMUNITY CORRECT	09/13/18	2,505.17
00728236	13593	KAISER PERMANENTE	09/13/18	9,050.00
00728238	48078	LARIMER COUNTY COMMUNITY CORRE	09/13/18	230.95
00728239	151458	LOMBARDI, LANA M	09/13/18	72.81
00728240	746655	MCNALLY WILLIAM	09/13/18	200.00
00728241	746654	MEREDITH CLAUDIA	09/13/18	200.00
00728242	418315	OLSON PERNELL	09/13/18	71.00
00728243	46792	SECURE HORIZONS	09/13/18	1,600.00
00728245	13538	SHRED IT USA LLC	09/13/18	90.00
00728246	746656	SNIDER STACIE	09/13/18	71.00
00728248	599714	SUMMIT FOOD SERVICE LLC	09/13/18	104.59
00728249	42984	TIME TO CHANGE	09/13/18	577,427.52
00728250	358557	TORGENSEN, BETH A	09/13/18	18.58
00728251	240959	UNITED HEALTHCARE	09/13/18	7,650.00
00728257	746651	WILLIS SANDY	09/13/18	50.00
00728258	747399	LUTES KENNETH E	09/14/18	375.00
Fund Total				1,338,281.33

Net Warrants by Fund Detail

4 Capital Facilities Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728075	434152	WILSON & COMPANY INC	09/11/18	8,787.58
			Fund Total	8,787.58

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>
00728117	12012	ALSCO AMERICAN INDUSTRIAL	09/13/18	136.74
00728126	13206	C P S DISTRIBUTORS INC	09/13/18	460.82
00728127	25288	CEM LAKE MGMT	09/13/18	473.00
00728131	43659	CINTAS FIRST AID & SAFETY	09/13/18	416.12
00728142	160270	GOLF & SPORT SOLUTIONS	09/13/18	782.49
00728143	804964	GRAINGER	09/13/18	370.81
00728148	46175	MASEK GOLF CAR COMPANY	09/13/18	17.46
00728158	74028	PERFORMANCE DISTRIBUTORS INC	09/13/18	169.90
00728160	152295	POTESTIO BROTHER EQUIPMENT	09/13/18	993.86
00728163	1514	SAFETY KLEEN CORPORATION	09/13/18	214.50
00728174	47140	TORO NSN	09/13/18	229.00
00728189	1007	UNITED POWER (UNION REA)	09/13/18	4,030.82
00728190	1007	UNITED POWER (UNION REA)	09/13/18	25.61
00728191	1007	UNITED POWER (UNION REA)	09/13/18	297.70
00728192	1007	UNITED POWER (UNION REA)	09/13/18	3,588.51
00728193	1007	UNITED POWER (UNION REA)	09/13/18	1,007.36
00728194	1007	UNITED POWER (UNION REA)	09/13/18	8,010.30
00728207	13822	XCEL ENERGY	09/13/18	42.83
00728208	13822	XCEL ENERGY	09/13/18	356.12
Fund Total				21,623.95

Net Warrants by Fund Detail

6 Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00727991	295403	ABRA AUTO BODY & GLASS	09/11/18	1,127.43
00728033	729896	HOLLAND SIGNS INC	09/11/18	16,488.00
00728061	16237	SAM HILL OIL INC	09/11/18	20,099.01
00728076	24560	WIRELESS ADVANCED COMMUNICATIO	09/11/18	8,800.86
00728092	11657	A & E TIRE INC	09/13/18	7,252.71
00728096	61188	DELLENBACH MOTORS	09/13/18	29,926.00
00728099	4170	HONNEN EQUIPMENT	09/13/18	285,579.00
00728101	27626	JOHN ELWAY CHEVROLET	09/13/18	93,750.00
00728107	324769	PRECISE MRM LLC	09/13/18	5,376.00
00728109	16237	SAM HILL OIL INC	09/13/18	12,915.48
00728110	99671	SPRADLEY BARR FORD GREELEY	09/13/18	64,992.00
00728113	444804	WAGNER EQUIPMENT COMPANY	09/13/18	20,446.00
00728114	350373	WEX BANK	09/13/18	2,937.94
Fund Total				569,690.43

County of Adams
Net Warrants by Fund Detail

7

Stormwater Utility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728030	381414	HAMPDEN PRESS INC	09/11/18	64.74
Fund Total				64.74

Net Warrants by Fund Detail

13Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728093	25603	A-1 CHIPSEAL CO	09/13/18	435,688.81
00728094	514940	AMERICAN WEST CONSTRUCTION	09/13/18	6,602.17
00728102	632217	K & B CONSTRUCTIONS INC	09/13/18	6,947.60
00728209	12012	ALSCO AMERICAN INDUSTRIAL	09/13/18	399.20
00728211	4878	COLO BARRICADE CO	09/13/18	5,370.00
00728217	21134	METECH RECYCLING	09/13/18	514.98
00728220	556555	PREMIER PORTABLES	09/13/18	460.00
00728224	158184	UTILITY NOTIFICATION CENTER OF	09/13/18	261.00
			Fund Total	456,243.76

Net Warrants by Fund Detail

19 **Insurance Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728003	419839	CAREHERE LLC	09/11/18	38,876.50
00728020	698531	EMPLOYMENT MATTERS LLC	09/11/18	11,700.00
00728024	182042	FIT SOLDIERS FITNESS BOOT CAMP	09/11/18	3,545.00
00728034	535614	HR ADVANTAGE GROUP LLC	09/11/18	8,800.00
00728098	548807	EMPLOYERS UNITY LLC	09/13/18	1,807.00
00728229	13663	DELTA DENTAL PLAN OF COLO	09/13/18	12,921.95
00728230	13663	DELTA DENTAL PLAN OF COLO	09/13/18	7.58
00728231	13663	DELTA DENTAL PLAN OF COLO	09/13/18	32.33
00728237	13593	KAISER PERMANENTE	09/13/18	76,249.64
00728244	46792	SECURE HORIZONS	09/13/18	17,567.96
00728252	37507	UNITED HEALTHCARE	09/13/18	3,777.40
00728253	240958	UNITED HEALTHCARE	09/13/18	16,203.90
00728254	240959	UNITED HEALTHCARE	09/13/18	33,634.89
00728255	11552	VISION SERVICE PLAN-CONNECTICU	09/13/18	3.81
00728256	11552	VISION SERVICE PLAN-CONNECTICU	09/13/18	361.95
Fund Total				225,489.91

Net Warrants by Fund Detail

30 Community Dev Block Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728115	497263	AFFORDABLE REMODELING SOLUTION	09/13/18	25,884.00
00728150	63905	MILE HIGH RENOVATION INC	09/13/18	15,400.00
			Fund Total	41,284.00

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>
00728005	37266	CENTURY LINK	09/11/18	363.25
00728006	37266	CENTURY LINK	09/11/18	100.68
00728007	152461	CENTURYLINK	09/11/18	12.74
00728032	537346	HERHOLD MARK	09/11/18	8.23
00728037	89589	INVEST IN KIDS	09/11/18	4,000.00
00728050	371505	OLIVER LESLIE	09/11/18	106.00
00728057	727609	PRICE GENEVIEVE	09/11/18	35.04
00728062	538831	SANDOVAL GABRIELLA	09/11/18	11.88
00728071	41914	TEACHING STRATEGIES INC	09/11/18	13,565.50
00728095	327914	CESCO LINGUISTIC SERVICE INC	09/13/18	820.01
			Fund Total	19,023.33

Net Warrants by Fund Detail

34

Comm Services Blk Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728162	92604	RAMIREZ ESTHER	09/13/18	83.22
00728167	58925	SERVICIOS DE LA RAZA INC	09/13/18	2,590.00
Fund Total				2,673.22

Net Warrants by Fund Detail

35

Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00727992	36820	AGUINIGA CAROL	09/11/18	56.35
00727999	35827	BANKS RACHEL	09/11/18	107.58
00728000	369657	BERNAL JUAN FELIPE	09/11/18	49.87
00728004	35563	CASTILLO YVONNE	09/11/18	13.08
00728008	90879	CHAVEZ BELIA P	09/11/18	116.90
00728009	258669	CLARK RYNE	09/11/18	232.82
00728017	354196	DUKE STEPHANI	09/11/18	47.96
00728019	38689	ELLIS CHARLES	09/11/18	58.86
00728022	744718	EVENSTAD KELSI	09/11/18	80.00
00728025	369792	FLORES MICHAEL	09/11/18	53.96
00728026	843241	GLASSER NOELLE	09/11/18	171.13
00728027	68923	GONZALEZ JEANETTE	09/11/18	9.81
00728035	443755	HUTCHINS ATHENAS	09/11/18	37.11
00728038	71226	JAMES TRUDY	09/11/18	22.13
00728039	281998	KAMMERZELL JODIE	09/11/18	125.90
00728042	553650	MARTINEZ DOMINIC A	09/11/18	114.72
00728043	62480	MARTINEZ MARTHA	09/11/18	26.71
00728044	580067	MCBOAT GREG	09/11/18	181.49
00728045	49485	MCGIRR RITA	09/11/18	110.09
00728046	78254	MEDINA KRISTINA	09/11/18	116.63
00728048	744719	NETHERLAND ALAINA	09/11/18	80.00
00728049	679409	NEWTON JENNIFER	09/11/18	104.53
00728053	481825	PARRA ALDO	09/11/18	468.70
00728056	40920	POST REBECCA	09/11/18	174.13
00728059	915166	RODRIGUEZ SONIA	09/11/18	180.23
00728064	357890	SCHAGER BRETT	09/11/18	194.57
00728065	726548	SOSA VICTOR M	09/11/18	14.77
00728078	83770	ZOBEL GABRIELE	09/11/18	122.91
00728133	64397	COLO DEPT OF LABOR & EMPLOYMEN	09/13/18	10,622.06
Fund Total				13,695.00

Net Warrants by Fund Detail

43Front Range Airport

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00727996	80112	AMERICAN ASSOC OF AIRPORT EXEC	09/11/18	2,600.00
00728010	2381	COLO ANALYTICAL LABORATORY	09/11/18	45.00
00728014	556579	DBT TRANSPORTATION SERVICES LL	09/11/18	1,185.00
00728018	13410	EASTERN SLOPE RURAL TELEPHONE	09/11/18	88.56
00728052	618136	PARAGON DINING SERVICES	09/11/18	5,734.31
00728066	49310	SOUTH PARK EMBROIDERY	09/11/18	96.61
00728070	80267	SWIMS DISPOSAL	09/11/18	298.75
00728222	366395	RUPPEL DAVID	09/13/18	121.00
Fund Total				10,169.23

Net Warrants by Fund Detail

50 FLATROCK Facility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728012	612089	COMMERCIAL CLEANING SYSTEMS	09/11/18	1,430.24
00728195	1007	UNITED POWER (UNION REA)	09/13/18	1,467.38
00728196	1007	UNITED POWER (UNION REA)	09/13/18	226.00
00728197	1007	UNITED POWER (UNION REA)	09/13/18	54.45
00728198	1007	UNITED POWER (UNION REA)	09/13/18	87.32
00728247	33604	STATE OF COLORADO	09/13/18	7.22
Fund Total				3,272.61

Net Warrants by Fund Detail

94 Sheriff Payables

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728210	95935	CLERK OF THE COUNTY COURT	09/13/18	1,340.00
00728212	92474	COLO DEPT OF HUMAN SERVICES	09/13/18	1,155.00
00728213	44915	COLO JUDICIAL DEPT	09/13/18	141.00
Fund Total				2,636.00

County of Adams
Net Warrants by Fund Detail

Grand Total 2,712,935.09

County of Adams
Vendor Payment Report

<u>4302</u>	<u>Airport Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	AMERICAN ASSOC OF AIRPORT EXEC	00043	935052	316984	09/05/18	2,600.00
					Account Total	2,600.00
	Travel & Transportation					
	RUPPEL DAVID	00043	935728	317758	09/12/18	121.00
					Account Total	121.00
	Water/Sewer/Sanitation					
	SWIMS DISPOSAL	00043	935060	316984	09/05/18	298.75
					Account Total	298.75
					Department Total	3,019.75

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>
	Uniforms & Cleaning					
	SOUTH PARK EMBROIDERY	00043	935059	316984	09/05/18	96.61
					Account Total	96.61
					Department Total	96.61

County of Adams
Vendor Payment Report

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	EASTERN SLOPE RURAL TELEPHONE	00043	935058	316984	09/05/18	<u>88.56</u>
					Account Total	<u>88.56</u>
					Department Total	<u><u>88.56</u></u>

County of Adams
Vendor Payment Report

<u>9812</u>	<u>All Locations Overhead Pool</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Misc Revenues					
	COLO DEPT OF LABOR & EMPLOYMEN	00035	934960	316899	09/04/18	10,622.06
					Account Total	<u>10,622.06</u>
					Department Total	<u><u>10,622.06</u></u>

County of Adams
Vendor Payment Report

<u>99800</u>	<u>All Ofc Shared Direct</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	DUKE STEPHANI	00035	934998	316952	08/31/18	<u>47.96</u>
					Account Total	<u>47.96</u>
					Department Total	<u><u>47.96</u></u>

County of Adams
Vendor Payment Report

<u>2051</u>	<u>ANS - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Animal Control/Shelter					
	MCNALLY WILLIAM	00001	935633	317617	09/11/18	200.00
	MEREDITH CLAUDIA	00001	935632	317617	09/11/18	200.00
	WILLIS SANDY	00001	935631	317617	09/11/18	50.00
					Account Total	<u>450.00</u>
					Department Total	<u><u>450.00</u></u>

County of Adams
Vendor Payment Report

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Events					
	LUTES KENNETH E	00001	935819	317922	09/13/18	<u>375.00</u>
					Account Total	<u>375.00</u>
					Department Total	<u><u>375.00</u></u>

County of Adams
Vendor Payment Report

<u>1024</u>	<u>Budget Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	OLSON PERNELL	00001	935606	317617	09/11/18	71.00
	SNIDER STACIE	00001	935634	317617	09/11/18	71.00
					Account Total	<u>142.00</u>
					Department Total	<u><u>142.00</u></u>

County of Adams
Vendor Payment Report

<u>4306</u>	<u>Cafe</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Snack Bar Supplies, Rep & Main					
	PARAGON DINING SERVICES	00043	934925	316875	08/31/18	5,734.31
					Account Total	5,734.31
					Department Total	5,734.31

County of Adams
Vendor Payment Report

<u>4</u>	<u>Capital Facilities Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	WILSON & COMPANY INC	00004	935233	317265	09/07/18	6,540.00
	WILSON & COMPANY INC	00004	935234	317265	09/07/18	2,247.58
					Account Total	<u>8,787.58</u>
					Department Total	<u><u>8,787.58</u></u>

County of Adams
Vendor Payment Report

<u>9275</u>	<u>Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	SUMMIT FOOD SERVICE LLC	00001	935587	317617	09/11/18	104.59
					Account Total	<u>104.59</u>
	Mileage Reimbursements					
	BULLOCK, RACHEL D	00001	935585	317617	09/11/18	35.75
	TORGERSEN, BETH A	00001	935584	317617	09/11/18	18.58
					Account Total	<u>54.33</u>
	Operating Supplies					
	SHRED IT USA LLC	00001	935586	317617	09/11/18	90.00
					Account Total	<u>90.00</u>
					Department Total	<u><u>248.92</u></u>

County of Adams
Vendor Payment Report

<u>1041</u>	<u>County Assessor</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	COSTAR REALTY INFORMATION INC	00001	935075	317101	09/06/18	2,948.81
					Account Total	2,948.81
	Operating Supplies					
	ALL COPY PRODUCTS INC	00001	935074	317101	09/06/18	145.94
					Account Total	145.94
					Department Total	3,094.75

County of Adams
Vendor Payment Report

<u>1013</u>	<u>County Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	DENVER COUNTY SHERIFF	00001	935013	316955	09/05/18	53.15
	SAGUACHE COUNTY SHERIFF	00001	935014	316955	09/05/18	38.40
	SWEEPSTAKES UNLIMITED	00001	935012	316955	09/05/18	30.00
					Account Total	<u>121.55</u>
					Department Total	<u><u>121.55</u></u>

County of Adams
Vendor Payment Report

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	CROWN LIFT TRUCKS	00001	935500	317490	09/10/18	98.00
					Account Total	98.00
	Mileage Reimbursements					
	LOMBARDI, LANAM	00001	935605	317617	09/11/18	72.81
					Account Total	72.81
	Minor Equipment					
	APEX MECHANICAL LLC	00001	935453	317490	09/10/18	482.59
	KENNY ELECTRIC SERVICE INC	00001	935508	317490	09/10/18	216.00
					Account Total	698.59
	Operating Supplies					
	COLO MEDICAL WASTE INC	00001	935455	317490	09/10/18	1,628.00
	COLO MEDICAL WASTE INC	00001	935471	317490	09/10/18	1,289.00
	ELDORADO ARTESIAN SPRINGS INC	00001	935457	317490	09/10/18	20.48
	ELDORADO ARTESIAN SPRINGS INC	00001	935458	317490	09/10/18	11.00
	ELDORADO ARTESIAN SPRINGS INC	00001	935459	317490	09/10/18	38.95
	ELDORADO ARTESIAN SPRINGS INC	00001	935460	317490	09/10/18	38.95
	ELDORADO ARTESIAN SPRINGS INC	00001	935461	317490	09/10/18	11.00
	ELDORADO ARTESIAN SPRINGS INC	00001	935462	317490	09/10/18	20.48
	ELDORADO ARTESIAN SPRINGS INC	00001	935463	317490	09/10/18	11.00
	SOUTHLAND MEDICAL LLC	00001	935490	317490	09/10/18	5,896.04
	SOUTHLAND MEDICAL LLC	00001	935491	317490	09/10/18	194.00
					Account Total	9,158.90
	Other Professional Serv					
	BASELINE ASSOCIATES INC	00001	935481	317490	09/10/18	980.00
	COLO OCCUPATIONAL MEDICINE PHY	00001	935488	317490	09/10/18	1,501.00
	FEDEX	00001	935454	317490	09/10/18	11.23
	FEDEX	00001	935470	317490	09/10/18	53.86
	FEDEX	00001	935474	317490	09/10/18	42.96
	FEDEX	00001	935476	317490	09/10/18	54.45
	FEDEX	00001	935483	317490	09/10/18	31.00
	FEDEX	00001	935485	317490	09/10/18	9.88
	FEDEX	00001	935486	317490	09/10/18	33.32
	FEDEX	00001	935492	317490	09/10/18	51.51

County of Adams
Vendor Payment Report

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	FEDEX	00001	935493	317490	09/10/18	22.36
	FEDEX	00001	935499	317490	09/10/18	125.96
	FEDEX	00001	935501	317490	09/10/18	79.96
	FIRST CALL OF COLO	00001	935507	317490	09/10/18	4,050.00
	GENEDX INC	00001	935505	317490	09/10/18	1,500.00
	GENEDX INC	00001	935504	317490	09/10/18	1,500.00
	MR. REPAIR INC	00001	935452	317490	09/10/18	88.00
	NMS LABS	00001	935456	317490	09/10/18	285.00
	NMS LABS	00001	935498	317490	09/10/18	10,628.00
	NMS LABS	00001	935502	317490	09/10/18	8,632.00
	PALEO DNA	00001	935497	317490	09/10/18	350.00
	PERKINELMER GENETICS	00001	935473	317490	09/10/18	50.00
	PERKINELMER GENETICS	00001	935494	317490	09/10/18	50.00
	SCL HEALTH	00001	935466	317490	09/10/18	491.10
	SCL HEALTH	00001	935467	317490	09/10/18	51.00
	SHRED IT USA LLC	00001	935477	317490	09/10/18	101.32
	SHRED IT USA LLC	00001	935478	317490	09/10/18	111.46
	SHRED IT USA LLC	00001	935479	317490	09/10/18	101.32
	SHRED IT USA LLC	00001	935480	317490	09/10/18	111.46
	UNIPATH	00001	935495	317490	09/10/18	1,722.00
	UNIPATH	00001	935496	317490	09/10/18	100.00
	UNIPATH	00001	935503	317490	09/10/18	9,079.31
					Account Total	41,999.46
					Department Total	52,027.76

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					
	DUNCAN PATRICIA	00001	935590	317619	09/11/18	281.00
	GONZALES RAYMOND	00001	935589	317619	09/11/18	281.00
	MONKE DYLAN	00001	935593	317619	09/11/18	281.00
	OSTLER BRYAN	00001	935591	317619	09/11/18	281.00
	REIS ALISHA	00001	935592	317619	09/11/18	281.00
					Account Total	1,405.00
					Department Total	1,405.00

County of Adams
Vendor Payment Report

<u>9277</u>	<u>CC Program Services</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	CORRECTIONAL MANAGEMENT INC	00001	935599	317617	09/11/18	1,336.41
	CORRECTIONAL MANAGEMENT INC	00001	935599	317617	09/11/18	93.00
	GARFIELD COUNTY COMMUNITY CORR	00001	935600	317617	09/11/18	301.77
	GARFIELD COUNTY COMMUNITY CORR	00001	935600	317617	09/11/18	226.80
	GEO GROUP INC	00001	935597	317617	09/11/18	385.95
	INTERVENTION COMMUNITY CORRECT	00001	935602	317617	09/11/18	258.66
	INTERVENTION COMMUNITY CORRECT	00001	935602	317617	09/11/18	1,336.41
	INTERVENTION COMMUNITY CORRECT	00001	935602	317617	09/11/18	236.25
	INTERVENTION COMMUNITY CORRECT	00001	935602	317617	09/11/18	454.15
	INTERVENTION COMMUNITY CORRECT	00001	935602	317617	09/11/18	219.70
	LARIMER COUNTY COMMUNITY CORRE	00001	935603	317617	09/11/18	230.95
	TIME TO CHANGE	00001	935588	317617	09/11/18	84,387.83
	TIME TO CHANGE	00001	935588	317617	09/11/18	103,507.18
	TIME TO CHANGE	00001	935588	317617	09/11/18	73,674.99
	TIME TO CHANGE	00001	935588	317617	09/11/18	775.98
	TIME TO CHANGE	00001	935588	317617	09/11/18	47,701.22
	TIME TO CHANGE	00001	935594	317617	09/11/18	42,697.10
	TIME TO CHANGE	00001	935594	317617	09/11/18	68,058.81
	TIME TO CHANGE	00001	935594	317617	09/11/18	77,946.62
	TIME TO CHANGE	00001	935594	317617	09/11/18	26,501.50
	TIME TO CHANGE	00001	935594	317617	09/11/18	3,103.92
	TIME TO CHANGE	00001	935594	317617	09/11/18	1,853.73
	TIME TO CHANGE	00001	935594	317617	09/11/18	11,122.38
	TIME TO CHANGE	00001	935595	317617	09/11/18	9,510.20
	TIME TO CHANGE	00001	935595	317617	09/11/18	756.00
	TIME TO CHANGE	00001	935595	317617	09/11/18	926.65
	TIME TO CHANGE	00001	935596	317617	09/11/18	4,736.45
	TIME TO CHANGE	00001	935596	317617	09/11/18	6,905.04
	TIME TO CHANGE	00001	935596	317617	09/11/18	7,433.92
	TIME TO CHANGE	00001	935596	317617	09/11/18	5,828.00
					Account Total	<u>582,507.57</u>
					Department Total	<u><u>582,507.57</u></u>

County of Adams
Vendor Payment Report

<u>941016</u>	<u>CDBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Institutions					
	AFFORDABLE REMODELING SOLUTION	00030	935092	317135	09/06/18	16,159.00
	AFFORDABLE REMODELING SOLUTION	00030	935093	317135	09/06/18	5,668.81
					Account Total	21,827.81
					Department Total	21,827.81

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>
	Grants to Other Institutions					
	AFFORDABLE REMODELING SOLUTION	00030	935094	317135	09/06/18	4,056.19
	MILE HIGH RENOVATION INC	00030	935085	317129	09/06/18	15,400.00
					Account Total	<u>19,456.19</u>
					Department Total	<u><u>19,456.19</u></u>

County of Adams
Vendor Payment Report

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	935098	317138	09/06/18	17.19
	ALSCO AMERICAN INDUSTRIAL	00001	935099	317138	09/06/18	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	935100	317138	09/06/18	17.19
	ALSCO AMERICAN INDUSTRIAL	00001	935101	317138	09/06/18	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	935102	317138	09/06/18	17.19
	ALSCO AMERICAN INDUSTRIAL	00001	935103	317138	09/06/18	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	935104	317138	09/06/18	17.19
	ALSCO AMERICAN INDUSTRIAL	00001	935105	317138	09/06/18	17.19
	ALSCO AMERICAN INDUSTRIAL	00001	935106	317138	09/06/18	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	935107	317138	09/06/18	17.19
	ALSCO AMERICAN INDUSTRIAL	00001	935108	317138	09/06/18	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	935109	317138	09/06/18	17.19
	ALSCO AMERICAN INDUSTRIAL	00001	935110	317138	09/06/18	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	935111	317138	09/06/18	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	935112	317138	09/06/18	17.19
					Account Total	317.27
	Postage & Freight					
	STATE OF COLORADO	00001	935087	317128	09/06/18	634.95
					Account Total	634.95
	Printing External					
	STATE OF COLORADO	00001	935086	317128	09/06/18	44.61
					Account Total	44.61
	Security Service					
	ALLIED UNIVERSAL SECURITY SERV	00001	935095	317138	09/06/18	1,894.77
	ALLIED UNIVERSAL SECURITY SERV	00001	935096	317138	09/06/18	1,789.50
	ALLIED UNIVERSAL SECURITY SERV	00001	935097	317138	09/06/18	1,723.36
					Account Total	5,407.63
					Department Total	6,404.46

County of Adams
Vendor Payment Report

<u>951016</u>	<u>CSBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	RAMIREZ ESTHER	00034	935068	317087	09/06/18	83.22
	SERVICIOS DE LA RAZA INC	00034	935070	317087	09/06/18	2,590.00
					Account Total	2,673.22
					Department Total	2,673.22

County of Adams
Vendor Payment Report

<u>99500</u>	<u>Employment First</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	CLARK RYNE	00035	934996	316952	08/31/18	232.82
	FLORES MICHAEL	00035	935000	316952	08/31/18	53.96
	MEDINA KRISTINA	00035	935010	316952	08/31/18	116.63
					Account Total	<u>403.41</u>
					Department Total	<u><u>403.41</u></u>

County of Adams
Vendor Payment Report

6	Equipment Service Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	A & E TIRE INC	00006	935541	317600	09/11/18	988.70
	A & E TIRE INC	00006	935542	317600	09/11/18	1,278.05
	A & E TIRE INC	00006	935543	317600	09/11/18	740.25
	A & E TIRE INC	00006	935544	317600	09/11/18	876.30
	A & E TIRE INC	00006	935545	317600	09/11/18	438.74
	A & E TIRE INC	00006	935546	317600	09/11/18	322.72
	A & E TIRE INC	00006	935547	317600	09/11/18	1,329.46
	A & E TIRE INC	00006	935549	317600	09/11/18	437.47
	A & E TIRE INC	00006	935550	317600	09/11/18	288.00
	A & E TIRE INC	00006	935551	317600	09/11/18	553.02
	ABRA AUTO BODY & GLASS	00006	935223	317265	09/07/18	160.00
	ABRA AUTO BODY & GLASS	00006	935224	317265	09/07/18	25.00
	ABRA AUTO BODY & GLASS	00006	935225	317265	09/07/18	160.00
	ABRA AUTO BODY & GLASS	00006	935226	317265	09/07/18	25.00
	ABRA AUTO BODY & GLASS	00006	935227	317265	09/07/18	262.43
	ABRA AUTO BODY & GLASS	00006	935228	317265	09/07/18	150.00
	ABRA AUTO BODY & GLASS	00006	935229	317265	09/07/18	160.00
	ABRA AUTO BODY & GLASS	00006	935230	317265	09/07/18	25.00
	ABRA AUTO BODY & GLASS	00006	935231	317265	09/07/18	160.00
	DELLENBACH MOTORS	00006	935563	317600	09/11/18	29,926.00
	HOLLAND SIGNS INC	00006	935222	317265	09/07/18	16,488.00
	HONNEN EQUIPMENT	00006	935553	317600	09/11/18	285,579.00
	JOHN ELWAY CHEVROLET	00006	935558	317600	09/11/18	31,250.00
	JOHN ELWAY CHEVROLET	00006	935559	317600	09/11/18	31,250.00
	JOHN ELWAY CHEVROLET	00006	935560	317600	09/11/18	31,250.00
	PRECISE MRM LLC	00006	935556	317600	09/11/18	5,376.00
	SAM HILL OIL INC	00006	935218	317265	09/07/18	2,150.85
	SAM HILL OIL INC	00006	935219	317265	09/07/18	1,005.13
	SAM HILL OIL INC	00006	935221	317265	09/07/18	16,943.03
	SAM HILL OIL INC	00006	935554	317600	09/11/18	11,972.63
	SAM HILL OIL INC	00006	935555	317600	09/11/18	942.85
	SPRADLEY BARR FORD GREELEY	00006	935561	317600	09/11/18	32,999.00
	SPRADLEY BARR FORD GREELEY	00006	935562	317600	09/11/18	31,993.00
	WAGNER EQUIPMENT COMPANY	00006	935552	317600	09/11/18	20,446.00
	WEX BANK	00006	935557	317600	09/11/18	2,937.94

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>
	WIRELESS ADVANCED COMMUNICATIO	00006	935245	317265	09/07/18	8,800.86
					Account Total	569,690.43
					Department Total	569,690.43

County of Adams
Vendor Payment Report

<u>1014</u>	<u>Finance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	DAHLMAN BENJAMIN	00001	935630	317617	09/11/18	<u>71.00</u>
					Account Total	<u>71.00</u>
					Department Total	<u><u>71.00</u></u>

County of Adams
Vendor Payment Report

<u>1018</u>	<u>Finance General Accounting</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	HANSELMAN, MICAELNA M	00001	935604	317617	09/11/18	<u>14.72</u>
					Account Total	<u>14.72</u>
					Department Total	<u><u>14.72</u></u>

County of Adams
Vendor Payment Report

<u>1017</u>	<u>Finance Purchasing</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	BONASERA, BETHANY K	00001	935583	317617	09/11/18	<u>115.54</u>
					Account Total	<u>115.54</u>
					Department Total	<u><u>115.54</u></u>

County of Adams
Vendor Payment Report

<u>43</u>	<u>Front Range Airport</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	DBT TRANSPORTATION SERVICES LL	00043	935240	317265	09/07/18	<u>1,185.00</u>
					Account Total	<u>1,185.00</u>
					Department Total	<u><u>1,185.00</u></u>

County of Adams
Vendor Payment Report

<u>50</u>	<u>FLATROCK Facility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00050	935635	317617	09/11/18	7.22
					Account Total	7.22
	Received not Vouchered Clrg					
	COMMERCIAL CLEANING SYSTEMS	00050	935241	317265	09/07/18	1,430.24
					Account Total	1,430.24
					Department Total	1,437.46

County of Adams
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8747	00001	935126	317253	08/20/18	641.68
	Energy Cap Bill ID=8748	00001	935127	317253	08/20/18	111.50
	Energy Cap Bill ID=8760	00001	935128	317253	08/20/18	29.49
	Energy Cap Bill ID=8781	00001	935129	317253	08/20/18	2,015.93
	Energy Cap Bill ID=8784	00001	935130	317253	08/20/18	163.87
					Account Total	2,962.47
	Mileage Reimbursements					
	SCHLINDWEIN MARK	00001	935035	316972	09/05/18	82.32
					Account Total	82.32
					Department Total	3,044.79

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=8767	00001	935123	317253	08/20/18	<u>27.43</u>
					Account Total	<u>27.43</u>
					Department Total	<u><u>27.43</u></u>

County of Adams
Vendor Payment Report

<u>1113</u>	<u>FO - Children & Family Service</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8782	00001	935139	317253	08/16/18	2,076.00
					Account Total	<u>2,076.00</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8762	00001	935140	317253	08/20/18	450.95
					Account Total	<u>450.95</u>
					Department Total	<u><u>2,526.95</u></u>

County of Adams
Vendor Payment Report

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8758	00001	935141	317253	08/23/18	<u>7,681.95</u>
					Account Total	<u>7,681.95</u>
					Department Total	<u><u>7,681.95</u></u>

County of Adams
Vendor Payment Report

<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8750	00050	935150	317253	08/23/18	1,467.38
	Energy Cap Bill ID=8752	00050	935151	317253	08/23/18	226.00
	Energy Cap Bill ID=8757	00050	935152	317253	08/23/18	54.45
	Energy Cap Bill ID=8771	00050	935153	317253	08/23/18	87.32
					Account Total	1,835.15
					Department Total	1,835.15

County of Adams
Vendor Payment Report

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	PPS INTERIORS	00001	935031	316972	09/05/18	300.00
					Account Total	300.00
	Fuel, Gas & Oil					
	SAM HILL OIL INC	00001	935030	316972	09/05/18	52.75
					Account Total	52.75
					Department Total	352.75

County of Adams
Vendor Payment Report

<u>1070</u>	<u>FO - Honnen/Plan&Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8746	00001	935115	317253	08/20/18	567.82
	Energy Cap Bill ID=8770	00001	935116	317253	08/01/18	1,756.89
	Energy Cap Bill ID=8783	00001	935117	317253	08/22/18	70.26
					Account Total	<u>2,394.97</u>
					Department Total	<u><u>2,394.97</u></u>

County of Adams
Vendor Payment Report

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8754	00001	935118	317253	08/23/18	66.48
	Energy Cap Bill ID=8759	00001	935119	317253	08/23/18	28,371.62
	Energy Cap Bill ID=8761	00001	935120	317253	08/20/18	971.49
					Account Total	29,409.59
					Department Total	29,409.59

County of Adams
Vendor Payment Report

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8749	00001	935142	317253	08/23/18	57.46
	Energy Cap Bill ID=8753	00001	935143	317253	08/23/18	7,590.54
	Energy Cap Bill ID=8755	00001	935144	317253	08/23/18	455.13
	Energy Cap Bill ID=8756	00001	935145	317253	08/23/18	26,608.71
	Energy Cap Bill ID=8780	00001	935146	317253	08/20/18	4,999.63
					Account Total	39,711.47
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8763	00001	935147	317253	08/17/18	26,060.09
	Energy Cap Bill ID=8764	00001	935148	317253	08/17/18	138.48
	Energy Cap Bill ID=8765	00001	935149	317253	08/17/18	17,299.94
					Account Total	43,498.51
					Department Total	83,209.98

County of Adams
Vendor Payment Report

<u>1072</u>	<u>FO - West Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8778	00001	935121	317253	08/22/18	877.31
	Energy Cap Bill ID=8779	00001	935122	317253	08/22/18	2,962.94
					Account Total	<u>3,840.25</u>
					Department Total	<u><u>3,840.25</u></u>

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=8768	00001	935124	317253	08/20/18	<u>57.66</u>
					Account Total	<u>57.66</u>
					Department Total	<u><u>57.66</u></u>

County of Adams
Vendor Payment Report

<u>1112</u>	<u>FO-Sheriff HQ/Coroner Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8766	00001	935137	317253	08/17/18	2,334.62
	Energy Cap Bill ID=8777	00001	935138	317253	08/17/18	1,014.19
					Account Total	<u>3,348.81</u>
					Department Total	<u><u>3,348.81</u></u>

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00001	935732	317763	09/20/18	8,694.09
					Account Total	8,694.09
	Received not Vouchered Clrg					
	AMERICAN EAGLE DISTRIBUTING	00001	935174	317265	09/07/18	4,032.50
	AMERICAN EAGLE DISTRIBUTING	00001	935175	317265	09/07/18	618.25
	ARMORED KNIGHTS INC	00001	935208	317265	09/07/18	339.42
	ARMORED KNIGHTS INC	00001	935208	317265	09/07/18	136.08
	ARMORED KNIGHTS INC	00001	935208	317265	09/07/18	339.42
	ARMORED KNIGHTS INC	00001	935208	317265	09/07/18	68.83
	ARMORED KNIGHTS INC	00001	935208	317265	09/07/18	339.42
	ARMORED KNIGHTS INC	00001	935208	317265	09/07/18	68.83
	ARMORED KNIGHTS INC	00001	935208	317265	09/07/18	68.83
	ARMORED KNIGHTS INC	00001	935208	317265	09/07/18	136.08
	ARMORED KNIGHTS INC	00001	935208	317265	09/07/18	68.83
	BOBCAT OF THE ROCKIES	00001	935209	317265	09/07/18	3,899.00
	COMMERCIAL CLEANING SYSTEMS	00001	935232	317265	09/07/18	6,872.16
	COMMERCIAL CLEANING SYSTEMS	00001	935232	317265	09/07/18	4,233.97
	COMMERCIAL CLEANING SYSTEMS	00001	935232	317265	09/07/18	438.83
	COMMERCIAL CLEANING SYSTEMS	00001	935232	317265	09/07/18	713.60
	COMMERCIAL CLEANING SYSTEMS	00001	935232	317265	09/07/18	720.72
	COMMERCIAL CLEANING SYSTEMS	00001	935232	317265	09/07/18	440.77
	COMMERCIAL CLEANING SYSTEMS	00001	935232	317265	09/07/18	3,038.42
	COMMERCIAL CLEANING SYSTEMS	00001	935232	317265	09/07/18	1,383.43
	COMMERCIAL CLEANING SYSTEMS	00001	935232	317265	09/07/18	18,956.05
	COMMERCIAL CLEANING SYSTEMS	00001	935232	317265	09/07/18	604.03
	COMMERCIAL CLEANING SYSTEMS	00001	935232	317265	09/07/18	833.78
	COMMERCIAL CLEANING SYSTEMS	00001	935232	317265	09/07/18	27,358.12
	COMMERCIAL CLEANING SYSTEMS	00001	935232	317265	09/07/18	1,705.17
	COMMERCIAL CLEANING SYSTEMS	00001	935232	317265	09/07/18	825.55
	COMMERCIAL CLEANING SYSTEMS	00001	935232	317265	09/07/18	4,424.89
	COMMERCIAL CLEANING SYSTEMS	00001	935232	317265	09/07/18	437.55
	COMMERCIAL CLEANING SYSTEMS	00001	935232	317265	09/07/18	1,621.25
	COMMERCIAL CLEANING SYSTEMS	00001	935232	317265	09/07/18	3,851.11
	COMMERCIAL CLEANING SYSTEMS	00001	935232	317265	09/07/18	646.68

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	DENOVO VENTURES LLC	00001	935211	317265	09/07/18	175.00
	DREXEL BARRELL & CO	00001	935523	317598	09/11/18	490.00
	ENTRAVISION COMMUNICATIONS	00001	935171	317265	09/07/18	1,500.00
	EVSTUDIO LLC	00001	935189	317265	09/07/18	3,541.50
	GOVERNMENT TECHNOLOGY SOLUTION	00001	935214	317265	09/07/18	11,200.00
	GROUNDS SERVICE COMPANY	00001	935206	317265	09/07/18	50.00
	HCL ENGINEERING & SURVEYING LL	00001	935188	317265	09/07/18	7,150.00
	IDEXX DISTRIBUTION INC	00001	935524	317598	09/11/18	64.83
	IMPROVEMENT ASSURANCE GROUP	00001	935176	317265	09/07/18	1,050.00
	LATPRO INC	00001	935183	317265	09/07/18	566.67
	MODE SYSTEMS INC	00001	935207	317265	09/07/18	978.00
	MOUNTAIN NAVIGATION, INC	00001	935519	317596	09/11/18	8,808.00
	MWI VETERINARY SUPPLY CO	00001	935525	317598	09/11/18	17.80
	MWI VETERINARY SUPPLY CO	00001	935526	317598	09/11/18	55.50
	MWI VETERINARY SUPPLY CO	00001	935528	317598	09/11/18	17.26
	MWI VETERINARY SUPPLY CO	00001	935529	317598	09/11/18	138.00
	MWI VETERINARY SUPPLY CO	00001	935530	317598	09/11/18	1,854.87
	MWI VETERINARY SUPPLY CO	00001	935532	317598	09/11/18	74.40
	MWI VETERINARY SUPPLY CO	00001	935533	317598	09/11/18	222.30
	MWI VETERINARY SUPPLY CO	00001	935534	317598	09/11/18	314.99
	ORACLE AMERICA INC	00001	935194	317265	09/07/18	4,623.64
	ORACLE AMERICA INC	00001	935195	317265	09/07/18	1,983.62
	PATTERSON VETERINARY SUPPLY IN	00001	935536	317599	09/11/18	445.51
	PATTERSON VETERINARY SUPPLY IN	00001	935538	317599	09/11/18	829.55
	PHILLIPS PET FOOD & SUPPLIES	00001	935539	317599	09/11/18	165.25
	PHILLIPS PET FOOD & SUPPLIES	00001	935539	317599	09/11/18	354.50
	PICTOMETRY INTL CORP	00001	935212	317265	09/07/18	4,500.00
	RECRUITING.COM	00001	935186	317265	09/07/18	510.00
	ROADRUNNER PHARMACY INCORPORAT	00001	935540	317599	09/11/18	141.00
	SANITY SOLUTIONS INC	00001	935202	317265	09/07/18	19,998.88
	STATE OF COLORADO	00001	935565	317602	09/11/18	10,895.27
	STATE OF COLORADO	00001	935565	317602	09/11/18	505.53
	TRI COUNTY HEALTH DEPT	00001	935215	317265	09/07/18	294,546.00
	TYGRETT DEBRA R	00001	935064	317078	09/06/18	470.00
	WHITSTONE CONSTRUCTION SERVIC	00001	935190	317265	09/07/18	6,879.00
	ZAYO GROUP HOLDINGS INC	00001	935196	317265	09/07/18	2,567.50

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>
	ZAYO GROUP HOLDINGS INC	00001	935198	317265	09/07/18	2,567.50
	ZAYO GROUP HOLDINGS INC	00001	935199	317265	09/07/18	2,567.50
	ZAYO GROUP HOLDINGS INC	00001	935200	317265	09/07/18	2,567.50
	ZAYO GROUP HOLDINGS INC	00001	935201	317265	09/07/18	1,382.50
	ZAYO GROUP HOLDINGS INC	00001	935201	317265	09/07/18	1,185.00
	ZONES INC	00001	935065	317078	09/06/18	128.01
	ZONES INC	00001	935066	317078	09/06/18	5,676.08
					Account Total	<u>492,980.03</u>
	Retainages Payable					
	WHITESTONE CONSTRUCTION SERVIC	00001	935190	317265	09/07/18	343.95-
					Account Total	<u>343.95-</u>
					Department Total	<u><u>501,330.17</u></u>

County of Adams
Vendor Payment Report

<u>5026</u>	<u>Golf Course- Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	GRAINGER	00005	934131	316097	08/24/18	81.95
					Account Total	81.95
	Fuel, Gas & Oil					
	SAFETY KLEEN CORPORATION	00005	934135	316097	08/24/18	214.50
					Account Total	214.50
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	934137	316097	08/24/18	4,030.82
	UNITED POWER (UNION REA)	00005	935079	317115	09/06/18	297.70
	UNITED POWER (UNION REA)	00005	935080	317115	09/06/18	3,588.51
	UNITED POWER (UNION REA)	00005	935081	317115	09/06/18	1,007.36
	UNITED POWER (UNION REA)	00005	935083	317115	09/06/18	4,451.03
	UNITED POWER (UNION REA)	00005	935083	317115	09/06/18	92.27
	XCEL ENERGY	00005	935082	317115	09/06/18	42.83
	XCEL ENERGY	00005	935084	317115	09/06/18	47.35
					Account Total	13,557.87
	Grounds Maintenance					
	C P S DISTRIBUTORS INC	00005	934127	316097	08/24/18	460.82
	CEM LAKE MGMT	00005	934125	316097	08/24/18	473.00
	GOLF & SPORT SOLUTIONS	00005	934128	316097	08/24/18	782.49
	GRAINGER	00005	934130	316097	08/24/18	270.90
	PERFORMANCE DISTRIBUTORS INC	00005	934133	316097	08/24/18	169.90
	TORO NSN	00005	934136	316097	08/24/18	229.00
					Account Total	2,386.11
	Repair & Maint Supplies					
	ALSCO AMERICAN INDUSTRIAL	00005	934122	316097	08/24/18	45.58
	ALSCO AMERICAN INDUSTRIAL	00005	934123	316097	08/24/18	45.58
	ALSCO AMERICAN INDUSTRIAL	00005	934124	316097	08/24/18	45.58
	CINTAS FIRST AID & SAFETY	00005	934126	316097	08/24/18	416.12
	GRAINGER	00005	934129	316097	08/24/18	17.96
					Account Total	570.82
	Vehicle Parts & Supplies					
	POTESTIO BROTHER EQUIPMENT	00005	934134	316097	08/24/18	993.86
					Account Total	993.86

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>
					Department Total	<u>17,805.11</u>

County of Adams
Vendor Payment Report

<u>5021</u>	<u>Golf Course- Pro Shop</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	935078	317115	09/06/18	25.61
	UNITED POWER (UNION REA)	00005	935083	317115	09/06/18	3,467.00
	XCEL ENERGY	00005	935084	317115	09/06/18	308.77
					Account Total	3,801.38
	Golf Carts					
	MASEK GOLF CAR COMPANY	00005	934132	316097	08/24/18	17.46
					Account Total	17.46
					Department Total	3,818.84

County of Adams
Vendor Payment Report

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CESCO LINGUISTIC SERVICE INC	00031	935567	317604	09/11/18	486.09
	CESCO LINGUISTIC SERVICE INC	00031	935568	317604	09/11/18	159.92
	CESCO LINGUISTIC SERVICE INC	00031	935569	317604	09/11/18	60.00
	CESCO LINGUISTIC SERVICE INC	00031	935570	317604	09/11/18	114.00
					Account Total	820.01
					Department Total	820.01

County of Adams
Vendor Payment Report

<u>1079</u>	<u>Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8769	00001	935125	317253	08/22/18	<u>4,405.06</u>
					Account Total	<u>4,405.06</u>
					Department Total	<u><u>4,405.06</u></u>

County of Adams
Vendor Payment Report

<u>935118</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	TEACHING STRATEGIES INC	00031	934899	316866	09/04/18	671.50
	TEACHING STRATEGIES INC	00031	934903	316866	09/04/18	12,894.00
					Account Total	<u>13,565.50</u>
	Headstart Classroom Supply					
	INVEST IN KIDS	00031	934881	316866	09/04/18	4,000.00
					Account Total	<u>4,000.00</u>
	Membership Dues					
	OLIVER LESLIE	00031	934896	316866	09/04/18	106.00
					Account Total	<u>106.00</u>
	Mileage Reimbursements					
	HERHOLD MARK	00031	934906	316870	09/04/18	8.23
	PRICE GENEVIEVE	00031	934908	316870	09/04/18	35.04
	SANDOVAL GABRIELLA	00031	934909	316870	09/04/18	11.88
					Account Total	<u>55.15</u>
	Telephone					
	CENTURY LINK	00031	934872	316866	09/04/18	363.25
	CENTURY LINK	00031	934874	316866	09/04/18	100.68
	CENTURYLINK	00031	934877	316866	09/04/18	12.74
					Account Total	<u>476.67</u>
					Department Total	<u><u>18,203.32</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>
	Administration Fee					
	UNITED HEALTHCARE	00019	935616	317617	09/11/18	154.32
					Account Total	154.32
	Insurance Premiums					
	UNITED HEALTHCARE	00019	935616	317617	09/11/18	178.98
					Account Total	178.98
					Department Total	<u>333.30</u>

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	935236	317265	09/07/18	2,914.50
	CAREHERE LLC	00019	935237	317265	09/07/18	8,648.00
	CAREHERE LLC	00019	935237	317265	09/07/18	9,333.00
	CAREHERE LLC	00019	935238	317265	09/07/18	8,648.00
	CAREHERE LLC	00019	935238	317265	09/07/18	9,333.00
	EMPLOYERS UNITY LLC	00019	935566	317603	09/11/18	1,807.00
	FIT SOLDIERS FITNESS BOOT CAMP	00019	935239	317265	09/07/18	3,545.00
	HR ADVANTAGE GROUP LLC	00019	935249	317265	09/07/18	8,800.00
					Account Total	53,028.50
	Retiree Med - Kaiser					
	KAISER PERMANENTE	00019	935618	317617	09/11/18	76,249.64
					Account Total	76,249.64
	Retiree Med - Pacificare					
	SECURE HORIZONS	00019	935628	317617	09/11/18	17,567.96
					Account Total	17,567.96
					Department Total	146,846.10

County of Adams
Vendor Payment Report

<u>8614</u>	<u>Insurance- Delta Dental</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	DELTA DENTAL PLAN OF COLO	00019	935806	317617	09/11/18	7.58
					Account Total	7.58
	Ins Premium Dental-Delta					
	DELTA DENTAL PLAN OF COLO	00019	935623	317617	09/11/18	12,921.95
	DELTA DENTAL PLAN OF COLO	00019	935808	317617	09/11/18	32.33
					Account Total	12,954.28
					Department Total	<u>12,961.86</u>

County of Adams
Vendor Payment Report

<u>8615</u>	<u>Insurance- UHC Retiree Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	UNITED HEALTHCARE	00019	935617	317617	09/11/18	1,337.44
	UNITED HEALTHCARE	00019	935617	317617	09/11/18	154.32
	UNITED HEALTHCARE	00019	935617	317617	09/11/18	102.88
					Account Total	1,594.64
	AARP RX					
	UNITED HEALTHCARE	00019	935622	317617	09/11/18	16,203.90
					Account Total	16,203.90
	Insurance Premiums					
	UNITED HEALTHCARE	00019	935617	317617	09/11/18	1,551.16
	UNITED HEALTHCARE	00019	935617	317617	09/11/18	178.98
	UNITED HEALTHCARE	00019	935617	317617	09/11/18	119.32
					Account Total	1,849.46
	UHC_MED					
	UNITED HEALTHCARE	00019	935620	317617	09/11/18	33,634.89
					Account Total	33,634.89
					Department Total	53,282.89

County of Adams
Vendor Payment Report

<u>8623</u>	<u>Insurance- Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ins. Premium-Vision					
	VISION SERVICE PLAN-CONNECTICU	00019	935607	317617	09/11/18	<u>3.81</u>
					Account Total	<u>3.81</u>
					Department Total	<u><u>3.81</u></u>

County of Adams
Vendor Payment Report

<u>8617</u>	<u>Insurance- Workers Comp</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	EMPLOYMENT MATTERS LLC	00019	935011	316955	09/05/18	<u>11,700.00</u>
					Account Total	<u>11,700.00</u>
					Department Total	<u><u>11,700.00</u></u>

County of Adams
Vendor Payment Report

<u>1130</u>	<u>MM&R-Painting and Caulking</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	SOUTHWESTERN PAINTING	00001	935032	316972	09/05/18	4,998.00
	SOUTHWESTERN PAINTING	00001	935033	316972	09/05/18	615.00
					Account Total	5,613.00
					Department Total	5,613.00

County of Adams
Vendor Payment Report

<u>97813</u>	<u>MSFW Housing Inspection</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	PARRA ALDO	00035	935016	316952	08/31/18	<u>135.16</u>
					Account Total	<u>135.16</u>
					Department Total	<u><u>135.16</u></u>

County of Adams
Vendor Payment Report

<u>1111</u>	<u>Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8751	00001	935131	317253	08/23/18	10,541.36
	Energy Cap Bill ID=8772	00001	935132	317253	08/23/18	110.43
	Energy Cap Bill ID=8773	00001	935133	317253	08/23/18	2,398.64
	Energy Cap Bill ID=8774	00001	935134	317253	08/23/18	40.08
	Energy Cap Bill ID=8775	00001	935135	317253	08/23/18	247.09
	Energy Cap Bill ID=8776	00001	935136	317253	08/23/18	954.46
					Account Total	<u>14,292.06</u>
					Department Total	<u><u>14,292.06</u></u>

County of Adams
Vendor Payment Report

<u>1015</u>	<u>People & Culture - Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Insurance Premiums					
	KAISER PERMANENTE	00001	935619	317617	09/11/18	9,050.00
	SECURE HORIZONS	00001	935629	317617	09/11/18	1,600.00
	UNITED HEALTHCARE	00001	935621	317617	09/11/18	7,650.00
					Account Total	18,300.00
	Travel & Transportation					
	LAUTT TERRI	00001	935278	317340	09/07/18	71.00
					Account Total	71.00
					Department Total	18,371.00

County of Adams
Vendor Payment Report

<u>1039</u>	<u>Poverty Reduction</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	DIAZ PAOLO H	00001	935601	317623	09/11/18	<u>256.64</u>
					Account Total	<u>256.64</u>
					Department Total	<u><u>256.64</u></u>

County of Adams
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair & Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Fair Expenses-General					
	BISCUITS AND BERRIES CATERING	00001	935027	316966	09/05/18	3,746.00
					Account Total	3,746.00
					Department Total	3,746.00

County of Adams
Vendor Payment Report

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	PEDRUCCI MARC R	00001	935025	316964	09/05/18	<u>112.00</u>
					Account Total	<u>112.00</u>
					Department Total	<u><u>112.00</u></u>

County of Adams
Vendor Payment Report

<u>1089</u>	<u>PLN- Boards & Commissions</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	BUSH MELVIN E	00001	935293	317437	09/10/18	65.00
	GREEN THOMAS D	00001	935299	317437	09/10/18	65.00
	HANCOCK FORREST HAYES	00001	935301	317437	09/10/18	65.00
	MCCREARY RAPHAEL	00001	935295	317437	09/10/18	65.00
	NYHOLM STEWART E	00001	935297	317437	09/10/18	65.00
	STANFIELD THOMSON	00001	935298	317437	09/10/18	65.00
					Account Total	<u>390.00</u>
					Department Total	<u><u>390.00</u></u>

County of Adams
Vendor Payment Report

<u>8624</u>	<u>Retiree-Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ins. Premium-Vision					
	VISION SERVICE PLAN-CONNECTICU	00019	935624	317617	09/11/18	<u>361.95</u>
					Account Total	<u>361.95</u>
					Department Total	<u><u>361.95</u></u>

County of Adams
Vendor Payment Report

<u>13</u>	<u>Road & Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	A-1 CHIPSEAL CO	00013	935511	317595	09/11/18	458,619.80
	K & B CONSTRUCTIONS INC	00013	935513	317595	09/11/18	6,947.60
					Account Total	465,567.40
	Retainages Payable					
	A-1 CHIPSEAL CO	00013	935511	317595	09/11/18	22,930.99-
	AMERICAN WEST CONSTRUCTION	00013	935510	317595	09/11/18	4,942.85
	AMERICAN WEST CONSTRUCTION	00013	935510	317595	09/11/18	1,659.32
					Account Total	16,328.82-
					Department Total	449,238.58

County of Adams
Vendor Payment Report

<u>94</u>	<u>Sheriff Payables</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Brain Trust					
	COLO DEPT OF HUMAN SERVICES	00094	935776	317887	09/13/18	1,155.00
					Account Total	1,155.00
	Family Friendly Fee					
	COLO JUDICIAL DEPT	00094	935780	317887	09/13/18	141.00
					Account Total	141.00
	State Surcharge					
	CLERK OF THE COUNTY COURT	00094	935778	317887	09/13/18	1,340.00
					Account Total	1,340.00
					Department Total	<u>2,636.00</u>

County of Adams
Vendor Payment Report

<u>7</u>	<u>Stormwater Utility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg HAMPDEN PRESS INC	00007	935182	317265	09/07/18	<u>64.74</u>
					Account Total	<u>64.74</u>
					Department Total	<u><u>64.74</u></u>

County of Adams
Vendor Payment Report

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Repair & Maint					
	ALL PRO CEMENT INC	00001	935037	316972	09/05/18	<u>5,000.00</u>
					Account Total	<u>5,000.00</u>
					Department Total	<u><u>5,000.00</u></u>

County of Adams
Vendor Payment Report

<u>2071</u>	<u>SHF- Detention Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	COLO CARPET CENTER INC	00001	935034	316972	09/05/18	<u>1,892.00</u>
					Account Total	<u>1,892.00</u>
					Department Total	<u><u>1,892.00</u></u>

County of Adams
Vendor Payment Report

<u>3031</u>	<u>Transportation Opers & Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Debris Removal					
	METECH RECYCLING	00013	935435	317479	09/10/18	514.98
					Account Total	514.98
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00013	935430	317479	09/10/18	76.10
	ALSCO AMERICAN INDUSTRIAL	00013	935431	317479	09/10/18	94.80
	ALSCO AMERICAN INDUSTRIAL	00013	935432	317479	09/10/18	76.10
	ALSCO AMERICAN INDUSTRIAL	00013	935433	317479	09/10/18	76.10
	ALSCO AMERICAN INDUSTRIAL	00013	935434	317479	09/10/18	76.10
					Account Total	399.20
	Repair & Maint Supplies					
	COLO BARRICADE CO	00013	935438	317479	09/10/18	1,230.00
	COLO BARRICADE CO	00013	935439	317479	09/10/18	4,140.00
					Account Total	5,370.00
	Water/Sewer/Sanitation					
	PREMIER PORTABLES	00013	935436	317479	09/10/18	460.00
					Account Total	460.00
					Department Total	<u>6,744.18</u>

County of Adams
Vendor Payment Report

<u>3055</u>	<u>Transportation Streets Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Traffic Signal Maintenance					
	UTILITY NOTIFICATION CENTER OF	00013	935437	317479	09/10/18	<u>261.00</u>
					Account Total	<u>261.00</u>
					Department Total	<u><u>261.00</u></u>

County of Adams
Vendor Payment Report

<u>97800</u>	<u>Wagner-Peyser</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	BANKS RACHEL	00035	934993	316952	08/31/18	107.58
	BERNAL JUAN FELIPE	00035	934994	316952	08/31/18	49.87
	CASTILLO YVONNE	00035	934995	316952	08/31/18	13.08
	GLASSER NOELLE	00035	935001	316952	08/31/18	55.59
	JAMES TRUDY	00035	935003	316952	08/31/18	22.13
	MARTINEZ MARTHA	00035	935007	316952	08/31/18	26.71
	MCBOAT GREG	00035	935008	316952	08/31/18	36.52
	NEWTON JENNIFER	00035	935015	316952	08/31/18	9.81
	RODRIGUEZ SONIA	00035	935018	316952	08/31/18	26.54
	SOSA VICTOR M	00035	935026	316952	08/31/18	14.77
					Account Total	362.60
					Department Total	362.60

County of Adams
Vendor Payment Report

<u>97803</u>	<u>Wagner-Peyser Migrant Seasonal</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	PARRA ALDO	00035	935016	316952	08/31/18	333.54
	RODRIGUEZ SONIA	00035	935018	316952	08/31/18	44.04
					Account Total	<u>377.58</u>
					Department Total	<u><u>377.58</u></u>

County of Adams
Vendor Payment Report

<u>4316</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00043	935053	316984	09/05/18	19.00
	COLO ANALYTICAL LABORATORY	00043	935054	316984	09/05/18	26.00
					Account Total	<u>45.00</u>
					Department Total	<u><u>45.00</u></u>

County of Adams
Vendor Payment Report

<u>99600</u>	<u>WBC Admin Pool</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	KAMMERZELL JODIE	00035	935004	316952	08/31/18	8.67
					Account Total	8.67
	Travel & Transportation					
	ZOBEL GABRIELE	00035	935024	316962	09/05/18	9.00
					Account Total	9.00
					Department Total	17.67

County of Adams
Vendor Payment Report

<u>98740</u>	<u>WBT Adult Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	GONZALEZ JEANETTE	00035	935062	316952	08/31/18	9.81
					Account Total	9.81
					Department Total	9.81

County of Adams
Vendor Payment Report

<u>99806</u>	<u>WIOA & Wag/Pey Shared Prog Cst</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	POST REBECCA	00035	935017	316952	08/31/18	<u>59.13</u>
					Account Total	<u>59.13</u>
					Department Total	<u><u>59.13</u></u>

County of Adams
Vendor Payment Report

<u>97500</u>	<u>WIOA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	AGUINIGA CAROL	00035	934992	316952	08/31/18	27.90
	AGUINIGA CAROL	00035	934992	316952	08/31/18	9.54
	ELLIS CHARLES	00035	934999	316952	08/31/18	32.70
	HUTCHINS ATHENAS	00035	935002	316952	08/31/18	9.48
	NEWTON JENNIFER	00035	935015	316952	08/31/18	88.83
	SCHAGER BRETT	00035	935019	316952	08/31/18	37.61
	SCHAGER BRETT	00035	935019	316952	08/31/18	55.59
					Account Total	261.65
	Supp Svcs-Incentives					
	EVENSTAD KELSI	00035	935022	316962	09/05/18	80.00
	NETHERLAND ALAINA	00035	935023	316962	09/05/18	80.00
					Account Total	160.00
					Department Total	421.65

County of Adams
Vendor Payment Report

<u>97400</u>	<u>WIOA YOUTH YOUNGER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	AGUINIGA CAROL	00035	934992	316952	08/31/18	18.91
	ELLIS CHARLES	00035	934999	316952	08/31/18	1.64
					Account Total	20.55
					Department Total	20.55

County of Adams
Vendor Payment Report

<u>99807</u>	<u>Youth Shared Prgrm Direct Cost</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ELLIS CHARLES	00035	934999	316952	08/31/18	24.52
	HUTCHINS ATHENAS	00035	935002	316952	08/31/18	27.63
	NEWTON JENNIFER	00035	935015	316952	08/31/18	5.89
					Account Total	<u>58.04</u>
					Department Total	<u><u>58.04</u></u>

County of Adams
Vendor Payment Report

<u>99200</u>	<u>10% Discretionary Grant (CIMS)</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	CHAVEZ BELIA P	00035	935061	316952	08/31/18	116.90
	GLASSER NOELLE	00035	935001	316952	08/31/18	115.54
	KAMMERZELL JODIE	00035	935004	316952	08/31/18	117.23
	MARTINEZ DOMINIC A	00035	935005	316952	08/31/18	114.72
	MCBOAT GREG	00035	935008	316952	08/31/18	144.97
	MCGIRR RITA	00035	935009	316952	08/31/18	110.09
	POST REBECCA	00035	935017	316952	08/31/18	115.00
	RODRIGUEZ SONIA	00035	935018	316952	08/31/18	109.65
	SCHAGER BRETT	00035	935019	316952	08/31/18	101.37
	ZOBEL GABRIELE	00035	935020	316952	08/31/18	113.91
					Account Total	1,159.38
					Department Total	1,159.38

County of Adams
Vendor Payment Report

Grand Total 2,712,935.09

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	595,369.46
5	Golf Course Enterprise Fund	12,359.34
6	Equipment Service Fund	304,556.59
13	Road & Bridge Fund	146,521.06
19	Insurance Fund	33,096.02
25	Waste Management Fund	65,636.71
27	Open Space Projects Fund	113.74
30	Community Dev Block Grant Fund	54.06
31	Head Start Fund	14,896.57
35	Workforce & Business Center	2,121.43
43	Front Range Airport	259.00
94	Sheriff Payables	11,204.00
		<u>1,186,187.98</u>

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728262	13027	ADCO ANIMAL SHELTER	09/17/18	98.47
00728266	383698	ALLIED UNIVERSAL SECURITY SERV	09/17/18	18,720.90
00728268	491318	AMERICAN EAGLE DISTRIBUTING	09/17/18	31,133.85
00728269	88296	AMERICAN WEST	09/17/18	3,500.00
00728270	744890	ANDERSON GARRETT	09/17/18	153.00
00728272	746634	ANDERSON NICHELLE	09/17/18	75.00
00728273	228213	ARAMARK REFRESHMENT SERVICES	09/17/18	1,025.40
00728274	297074	ARCHULETA, ROBIN	09/17/18	153.00
00728275	634780	ARMSTRONG KATE	09/17/18	153.00
00728276	523341	ATHERTON WILLIAM	09/17/18	153.00
00728277	211201	AUSTIN IAN M	09/17/18	30.00
00728278	12514	AVIS RENT A CAR SYSTEM INC	09/17/18	907.50
00728279	338857	AYRES ASSOCIATES INC	09/17/18	5,531.36
00728281	344193	BABER ALLYSON R	09/17/18	153.00
00728282	8418	BAILEY BRENT	09/17/18	1,147.50
00728283	264003	BAKER ALEXANDER	09/17/18	153.00
00728284	199775	BAKER KRISTEN	09/17/18	153.00
00728285	631534	BAMONTI ALYSSA	09/17/18	153.00
00728287	105802	BLACKHURST RHONDA	09/17/18	153.00
00728288	354960	BLUTH TODD	09/17/18	153.00
00728291	746361	BONE ZANE	09/17/18	1,050.00
00728293	70522	BRIGHT'N JAZZ	09/17/18	450.00
00728295	374061	BUTLER SNOW LLP	09/17/18	424.00
00728297	426162	CAFASSO ROBYN	09/17/18	153.00
00728298	711185	CALDERA CAROLINA	09/17/18	75.00
00728299	746628	CARRITHERS JOLENE	09/17/18	100.00
00728300	429608	CARTY SARA	09/17/18	89.00
00728301	28303	CENTURA HEALTH	09/17/18	300.00
00728302	37266	CENTURY LINK	09/17/18	88.99
00728303	37266	CENTURY LINK	09/17/18	205.39
00728304	37266	CENTURY LINK	09/17/18	90.95
00728308	9902	CHEMATOX LABORATORY INC	09/17/18	665.00
00728309	80146	COLO DEPT OF PUBLIC HEALTH & E	09/17/18	3,825.00
00728311	2157	COLO OCCUPATIONAL MEDICINE PHY	09/17/18	1,240.00
00728312	50625	COLO STATE UNIVERSITY	09/17/18	805.00
00728314	656568	COMMERCIAL VEHICLE TRAINING CE	09/17/18	1,865.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728315	13049	COMMUNITY REACH CENTER	09/17/18	30.19
00728316	423612	CONTINENTAL SAUSAGE	09/17/18	75.00
00728318	111386	COSTIGAN PATRICK	09/17/18	153.00
00728319	90705	COX COURTNEY	09/17/18	198.00
00728321	308315	DARCY THEODORE B	09/17/18	153.00
00728322	170968	DEEP ROCK	09/17/18	154.65
00728323	44656	DENVER HEALTH & HOSPITAL AUTHO	09/17/18	680.00
00728324	747320	DIAZ GUILLEN GUADALUPE	09/17/18	26.00
00728325	744891	DOYLE TARA	09/17/18	153.00
00728326	111382	DUARTE JENNIFER	09/17/18	153.00
00728327	13409	EASTERN DISPOSE ALL	09/17/18	417.00
00728328	648037	ELLARS SARA	09/17/18	339.43
00728329	744892	ELWELL SHANNON	09/17/18	153.00
00728330	25579	ENTRAVISION COMMUNICATIONS	09/17/18	5,651.20
00728331	37496	EVENTPRO SOFTWARE	09/17/18	3,488.28
00728332	24524	E470 PUBLIC HIGHWAY AUTHORITY	09/17/18	106.70
00728334	671123	FOUND MY KEYS	09/17/18	1,205.00
00728335	251242	FOUR WINDS INTERACTIVE LLC	09/17/18	457.06
00728336	222133	FREEMAN PATRICK	09/17/18	153.00
00728337	354966	FRITTS STEPHANIE	09/17/18	153.00
00728338	746641	GAMEZ KAREN	09/17/18	75.00
00728339	212385	GMCO CORPORATION	09/17/18	2,555.00
00728343	708441	GREELEY HAT WORKS INC	09/17/18	2,791.50
00728344	307402	GREENLAND JOELLE	09/17/18	42.40
00728345	65720	GREGORY PAUL C	09/17/18	246.00
00728346	58314	GUTHRIE YVETTE	09/17/18	153.00
00728349	640466	HALLORAN TIM	09/17/18	75.00
00728350	631560	HEINY JOEL	09/17/18	153.00
00728351	746761	HERNANDEZ XOCHITI	09/17/18	400.00
00728352	483150	HEWLETT PACKARD COMPANY	09/17/18	12,906.88
00728353	54451	HIGH PLAINS ENGINEERING	09/17/18	300.00
00728355	429607	HINTON KIMBERLY	09/17/18	153.00
00728358	222141	HOSTETTER JENNIFER	09/17/18	153.00
00728359	122829	HOUTSMA JAMES	09/17/18	153.00
00728361	33278	HURDELBRINK JULIA	09/17/18	275.00
00728362	354968	HUTCHENS ERIC	09/17/18	153.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728363	515542	IBM	09/17/18	3,169.60
00728364	79260	IDEXX DISTRIBUTION INC	09/17/18	2,137.03
00728366	258403	JABARI HOWRIE	09/17/18	75.00
00728367	11086	JAY O'DAY INC	09/17/18	130.90
00728369	308318	JIMENEZ LARA M	09/17/18	153.00
00728370	145356	KENNY ELECTRIC SERVICE INC	09/17/18	1,101.64
00728371	746633	KLING MICKEY	09/17/18	75.00
00728372	526237	KLUTH MARK	09/17/18	66.00
00728373	84575	KONDOS ALEX S	09/17/18	2,500.00
00728374	308317	KONECNY KATELYN	09/17/18	153.00
00728375	744893	KUTNIEWSKI ADAM	09/17/18	153.00
00728376	745749	K9BITEDR.LLC	09/17/18	475.00
00728378	226207	LABRIE, THERON	09/17/18	500.00
00728379	712115	LACRUE MATTHEW D	09/17/18	65.00
00728380	192058	LADWIG MICHAEL V MD PC	09/17/18	120.00
00728381	40843	LANGUAGE LINE SERVICES	09/17/18	504.30
00728382	354970	LEWIS DANIELLE	09/17/18	153.00
00728383	746351	LT ENVIORNMENTAL INC	09/17/18	500.00
00728384	470490	LYUBIMSKIY ILYA	09/17/18	153.00
00728385	523335	MAALIKI MADALIA	09/17/18	153.00
00728386	746632	MADRID ORALIA	09/17/18	75.00
00728387	222138	MARTIN BRETT	09/17/18	153.00
00728388	747204	MARTINEZ MIA	09/17/18	1,890.00
00728389	746640	MARTINEZ OFELIA	09/17/18	75.00
00728390	746626	MARTINEZ ROSA	09/17/18	400.00
00728391	111379	MASON BRIAN	09/17/18	153.00
00728392	51274	MCDONALD YONG HUI V	09/17/18	4,965.00
00728393	632989	MCGARRY BRIAN	09/17/18	153.00
00728396	93320	MILE HIGH TREE CARE INC	09/17/18	2,000.00
00728397	448340	MILINAZZO WENDI K	09/17/18	161.32
00728398	744894	MINIAT DANA	09/17/18	153.00
00728399	746365	ML FIBERARTS LLC	09/17/18	150.00
00728400	35614	MORITZKY TREVOR	09/17/18	153.00
00728401	222139	MUNIER CAMERON	09/17/18	153.00
00728402	523336	MUNOZ ASHLEY	09/17/18	153.00
00728403	93018	MURPHY RICK	09/17/18	5,190.62

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728404	13591	MWI VETERINARY SUPPLY CO	09/17/18	2,503.38
00728406	11690	NATL PUBLIC SAFETY INFORMATION	09/17/18	298.00
00728407	32509	NCS PEARSON INC	09/17/18	1,163.25
00728408	16428	NICOLETTI-FLATER ASSOCIATES	09/17/18	5,036.50
00728409	13422	NORTHGLENN AMBULANCE	09/17/18	241.50
00728411	746631	OLSCHEFSKI KRISTINA	09/17/18	75.00
00728412	746625	ORONA RAUL	09/17/18	650.00
00728413	632990	PAINE JAMIE	09/17/18	153.00
00728414	669732	PATTERSON VETERINARY SUPPLY IN	09/17/18	225.00
00728415	12691	PEARL COUNSELING ASSOCIATES	09/17/18	9,510.00
00728416	746760	PEREZ MARIA	09/17/18	1,700.00
00728417	222140	PETRI BEARD AMY	09/17/18	153.00
00728418	744902	PIERCE ERIKA	09/17/18	153.00
00728419	192059	POINT SPORTS/ERGOMED	09/17/18	180.00
00728420	45133	PPS INTERIORS	09/17/18	860.00
00728422	216245	PUSH PEDAL PULL INC	09/17/18	700.00
00728424	44703	QUICKSILVER EXPRESS COURIER	09/17/18	33.90
00728427	746627	RAMOS MARIA	09/17/18	400.00
00728428	85883	RAPP, ANNE	09/17/18	340.00
00728429	523342	RASCON AZUCENA	09/17/18	153.00
00728430	222142	RATKIEWICZ JENNIFER	09/17/18	153.00
00728431	747317	REDZIC AMELA	09/17/18	115.00
00728432	10669	REIGENBORN, RICHARD A	09/17/18	65.00
00728433	430098	REPUBLIC SERVICES #535	09/17/18	8,342.54
00728434	308319	RHAMEY CHRISTOPHER	09/17/18	153.00
00728435	635006	RICHARDS JACE	09/17/18	174.07
00728436	750900	ROBBINS MICHAEL A	09/17/18	18.54
00728437	3569	ROCKY MTN CONVEYOR & EQUIPT	09/17/18	608.45
00728438	5637	ROCKY MTN MICROFILM & IMAGING	09/17/18	937.50
00728439	719661	RODARTE PILAR	09/17/18	153.00
00728440	258738	ROSE MEDICAL CENTER	09/17/18	340.46
00728441	354974	ROSSI CHRISTOPHER	09/17/18	153.00
00728442	632991	RYDER STEPHANIE	09/17/18	153.00
00728444	53265	SAMS CLUB	09/17/18	1,170.26
00728445	746629	SANCHEZ JAYLENE	09/17/18	75.00
00728446	746630	SANCHEZ MARCELO	09/17/18	75.00

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>
00728447	744903	SARCO LINDA	09/17/18	153.00
00728448	557449	SAYLER KIM	09/17/18	75.00
00728449	355032	SCARPELLA NATALIE	09/17/18	153.00
00728450	222147	SHEIKH TARIQ	09/17/18	153.00
00728451	523338	SHELTON ASHLEY	09/17/18	89.00
00728453	744895	SHIELDS BRITTON	09/17/18	153.00
00728454	13538	SHRED IT USA LLC	09/17/18	246.52
00728455	632996	SISK JENNIFER	09/17/18	153.00
00728456	744896	SMATHERS DANE	09/17/18	153.00
00728458	746639	SMITH RANDY	09/17/18	150.00
00728460	506541	SOLAR CITY CORPORATION	09/17/18	134.40
00728461	227044	SOUTHWESTERN PAINTING	09/17/18	9,997.00
00728462	746635	SPORT DOBERMAN CLUB OF COLORAD	09/17/18	75.00
00728464	308320	STOUT SARAH E	09/17/18	153.00
00728465	13770	SYSCO DENVER	09/17/18	9,570.41
00728466	745750	TAILORED TEEZ LLC	09/17/18	8,369.93
00728467	746636	TEJADA LIVIER	09/17/18	75.00
00728468	268608	THIEMANN COURTNEY	09/17/18	153.00
00728469	593782	TISCHLERBISE INC	09/17/18	3,841.50
00728470	319978	TONSAGER DENNIS	09/17/18	65.00
00728471	744901	TORREZ ACACIA	09/17/18	153.00
00728472	744897	TOTH MAGGIE	09/17/18	153.00
00728473	1094	TRI COUNTY HEALTH DEPT	09/17/18	130.00
00728475	666214	TYGRET DEBRA R	09/17/18	368.00
00728476	3333	U S POSTMASTER	09/17/18	1,000.00
00728479	725336	US CORRECTIONS LLC	09/17/18	8,646.00
00728481	618587	VECTOR DISEASE CONTROL INTERNA	09/17/18	54,866.75
00728482	28574	VERIZON WIRELESS	09/17/18	301.68
00728484	745748	VIGILANCE PROJECT LLC	09/17/18	250.00
00728485	744820	VONFELDT AUTUMN	09/17/18	100.00
00728486	651985	VOSSLER CASANDRA	09/17/18	198.00
00728489	523340	WEBB KATHRYN	09/17/18	153.00
00728490	429440	WHITE ROBERT	09/17/18	153.00
00728491	357895	WHITNEY MICHAEL	09/17/18	153.00
00728492	354977	WIENER ASHLEY	09/17/18	153.00
00728493	744898	WILKINSON HOLLIE	09/17/18	153.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728494	744899	WINSLOW KENDRA	09/17/18	153.00
00728495	702804	WOLFE SANDRA KAY	09/17/18	65.00
00728496	311515	WOODS JAKE	09/17/18	153.00
00728497	7117	WORLD CONNECTIONS TRAVEL	09/17/18	6,563.80
00728498	338508	WRIGHTWAY INDUSTRIES INC	09/17/18	516.00
00728499	13822	XCEL ENERGY	09/17/18	69.88
00728501	746762	YANEZ NOELIA	09/17/18	650.00
00728502	44490	YOUNG DAVID	09/17/18	217.00
00728503	744900	ZAMBRANO ANGELICA	09/17/18	153.00
00728504	517830	ZAMORA REBECCA	09/17/18	36.52
00728505	473336	ZAYO GROUP HOLDINGS INC	09/17/18	2,567.50
00728506	308263	ZEBRA MATS	09/17/18	9,140.00
00728510	93203	ADAMS COUNTY EDUCATION CONSORT	09/19/18	48,000.00
00728511	433987	ADCO DISTRICT ATTORNEY'S OFFIC	09/19/18	1,041.17
00728512	327129	AIRGAS USA LLC	09/19/18	122.43
00728513	134733	CASA	09/19/18	2,000.00
00728514	43659	CINTAS FIRST AID & SAFETY	09/19/18	287.99
00728515	426465	CLARK AARON	09/19/18	185.74
00728516	746724	JOHNSTON CHRISTOPHER	09/19/18	419.85
00728517	430098	REPUBLIC SERVICES #535	09/19/18	354.92
00728519	300982	UNITED SITE SERVICES	09/19/18	548.51
00728520	746723	WILER JENNIFER DR	09/19/18	389.08
00728521	57006	WOBBEKIND RICHARD	09/19/18	1,000.00
00728522	13822	XCEL ENERGY	09/19/18	10.18
00728523	13822	XCEL ENERGY	09/19/18	157.12
00728524	1004	ADAMS COUNTY 4- H	09/20/18	3,750.00
00728526	260054	BERBEE LINDSEY	09/20/18	300.00
00728527	293119	BUZEK, VINCE	09/20/18	65.00
00728528	740060	CAPPS MEGAN	09/20/18	100.00
00728529	9902	CHEMATOX LABORATORY INC	09/20/18	578.00
00728531	48089	COMCAST BUSINESS	09/20/18	2,100.00
00728532	13049	COMMUNITY REACH CENTER	09/20/18	52,773.08
00728533	437554	CSU EXTENSION	09/20/18	200.00
00728534	61609	DAVIS GRAHAM & STUBBS LLP	09/20/18	14,834.50
00728535	678436	DOMENICO JOSEPH	09/20/18	65.00
00728536	698569	FOREST SEAN	09/20/18	65.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728537	12689	GALLS LLC	09/20/18	811.26
00728538	293118	GARNER, ROSIE	09/20/18	65.00
00728539	293122	HERRERA, AARON	09/20/18	65.00
00728540	746356	J. BROWER PSYCHOLOGICAL SERVIC	09/20/18	200.00
00728541	77611	KD SERVICE GROUP	09/20/18	2,749.49
00728542	536256	KIMMEL KENZIE NICOLE	09/20/18	297.00
00728543	158203	LISTENUP	09/20/18	258.00
00728545	637390	PLAKORUS DAVID	09/20/18	65.00
00728546	44703	QUICKSILVER EXPRESS COURIER	09/20/18	66.16
00728547	53054	RICHARDSON SHARON	09/20/18	65.00
00728548	472626	SAFEWARE INC	09/20/18	1,721.00
00728549	599714	SUMMIT FOOD SERVICE LLC	09/20/18	40,186.15
00728550	52553	SWEEPSTAKES UNLIMITED	09/20/18	30.00
00728551	52553	SWEEPSTAKES UNLIMITED	09/20/18	30.00
00728552	13951	TDS TELECOM	09/20/18	843.27
00728553	45714	TENNANT SALES & SERVICE	09/20/18	1,520.31
00728554	385142	THOMPSON GREGORY PAUL	09/20/18	65.00
00728555	666214	TYGRETTE DEBRA R	09/20/18	400.00
00728556	725336	US CORRECTIONS LLC	09/20/18	5,981.00
00728570	429633	ANDERSON CASSIE	09/20/18	31.83
00728573	3020	BENNETT TOWN OF	09/20/18	72.20
00728576	13160	BRIGHTON CITY OF (WATER)	09/20/18	25,352.43
00728577	13160	BRIGHTON CITY OF (WATER)	09/20/18	8,850.47
00728580	747718	CHRISTENSEN DERICK	09/20/18	250.00
00728585	34197	GOURD THADDEUS	09/20/18	342.81
00728586	258970	HAMMOND ERIC	09/20/18	127.04
00728587	33278	HURDELBRINK JULIA	09/20/18	392.40
00728588	678026	JUAREZ SANCHEZ DIANA	09/20/18	194.51
00728594	422240	MANN LACEY	09/20/18	135.71
00728597	13719	MORGAN COUNTY REA	09/20/18	109.55
00728603	13932	SOUTH ADAMS WATER & SANITATION	09/20/18	1,378.35
00728604	13949	STRASBURG SANITATION	09/20/18	1,516.51
00728606	44841	UHING CHRISTOPHER	09/20/18	76.03
00728607	1007	UNITED POWER (UNION REA)	09/20/18	2,695.16
00728608	1007	UNITED POWER (UNION REA)	09/20/18	194.60
00728609	1007	UNITED POWER (UNION REA)	09/20/18	4,885.24

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728629	13822	XCEL ENERGY	09/20/18	4,282.00
00728630	13822	XCEL ENERGY	09/20/18	5,449.61
00728631	13822	XCEL ENERGY	09/20/18	106.96
00728632	13822	XCEL ENERGY	09/20/18	3,995.30
00728633	13822	XCEL ENERGY	09/20/18	1,612.07
00728634	13822	XCEL ENERGY	09/20/18	6,267.77
00728635	13822	XCEL ENERGY	09/20/18	13,013.83
00728636	13822	XCEL ENERGY	09/20/18	809.65
00728637	13822	XCEL ENERGY	09/20/18	1,629.72
00728638	13822	XCEL ENERGY	09/20/18	15,293.81
00728639	13822	XCEL ENERGY	09/20/18	8,789.44
00728640	13822	XCEL ENERGY	09/20/18	101.68
00728641	13822	XCEL ENERGY	09/20/18	45.68
00728642	13822	XCEL ENERGY	09/20/18	50.36
00728643	13822	XCEL ENERGY	09/20/18	51.64
00728644	13822	XCEL ENERGY	09/20/18	58.24
00728645	13822	XCEL ENERGY	09/20/18	43.33
00728646	13822	XCEL ENERGY	09/20/18	101.27
00728647	13822	XCEL ENERGY	09/20/18	134.69
00728648	13822	XCEL ENERGY	09/20/18	64.15
00728649	13822	XCEL ENERGY	09/20/18	44.11
00728650	13822	XCEL ENERGY	09/20/18	60.77
00728651	13822	XCEL ENERGY	09/20/18	42.83
00728654	433987	ADCO DISTRICT ATTORNEY'S OFFIC	09/21/18	684.33
00728655	686591	ANDERSON, JAMES G PC	09/21/18	19.00
00728656	747913	ARZOLA CORRINA	09/21/18	19.00
00728657	219183	BALL FRANK J	09/21/18	19.00
00728658	49158	CARRINGTON DOUG AND SANDRA	09/21/18	19.00
00728659	342452	CENTER FOR LEGAL INCLUSIVENESS	09/21/18	100.00
00728660	189616	CREDIT SERVICE COMPANY, INC	09/21/18	38.00
00728661	747904	DELCOUR SUSAN	09/21/18	19.00
00728662	3454	DEPT OF FINANCE	09/21/18	19.00
00728663	3454	DEPT OF FINANCE	09/21/18	33.00
00728664	433641	EL PASO COUNTY CHILD SUPPORT	09/21/18	19.00
00728665	734670	EZ MESSENGER	09/21/18	19.00
00728666	747918	FALL RIVER AND OGLALA LAKOTA C	09/21/18	19.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728667	747917	FICK DANNY	09/21/18	66.00
00728668	426777	FRANCY LAW FIRM	09/21/18	57.00
00728669	226773	FRIEDENTAG PERRY	09/21/18	66.00
00728670	747934	GILL COOKS JANET	09/21/18	19.00
00728671	626700	GLADER JONATHAN D	09/21/18	20.72
00728672	257792	HALSTEAD LAW	09/21/18	66.00
00728673	747911	HART CHRISTOPHER	09/21/18	19.00
00728674	747914	HENSLEIGH GERDA	09/21/18	19.00
00728675	725561	HERNANDEZ TIFFANI	09/21/18	28.28
00728676	219323	HINDMANSANCHEZ	09/21/18	19.00
00728677	358482	HOLST AND BOETTCHER	09/21/18	54.00
00728678	219608	JUSTICE AND MERCY LEGAL AID CL	09/21/18	19.00
00728679	747932	KOHL CAITLIN ROSE	09/21/18	19.00
00728680	357744	LEVERSEE THOMAS F LCSW	09/21/18	560.00
00728681	747919	LITTLE BRIAN WAYNE	09/21/18	66.00
00728682	381372	MACHOL & JOHANNES, LLC	09/21/18	19.00
00728683	381372	MACHOL & JOHANNES, LLC	09/21/18	19.00
00728684	747922	MARING WILLIAMS LAW OFFICE	09/21/18	19.00
00728685	747905	MCLAUGHLIN SAMANTHA JEAN	09/21/18	19.00
00728686	747923	MENDOZA MARIA	09/21/18	19.00
00728687	150390	METRO COLLECTION SERVICE INC.	09/21/18	19.00
00728688	305419	MIDLAND FUNDING LLC	09/21/18	114.00
00728689	747915	MONTANO GARY STEVEN	09/21/18	19.00
00728690	374475	MOORE LAW GROUP APC	09/21/18	34.00
00728691	747959	MORGAN JENETTE	09/21/18	19.00
00728692	602996	MOUNTAIN WEST LAW GROUP, P.C.	09/21/18	38.00
00728693	747924	NAMKHAINYAM KHULGEN	09/21/18	19.00
00728694	747955	ORTIZ NARANJO JERILYN	09/21/18	55.00
00728695	234066	PERDUE BRANDON FIELDER COLLINS	09/21/18	19.00
00728696	747907	PIP PRINTING SOLUTIONS	09/21/18	19.00
00728697	747916	PITTENGER LAW GROUP	09/21/18	16.00
00728698	747933	PRIVATE SOLUTIONS	09/21/18	2.50
00728699	669054	PROVEST LITIGATION SERVICES	09/21/18	19.00
00728700	747925	RAEL SAMUEL ALBERT	09/21/18	19.00
00728701	679694	ROBINSON AND HENRY	09/21/18	66.00
00728702	747953	ROBINSON ROBYN	09/21/18	19.00

Net Warrants by Fund Detail

1 **General Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728703	747909	ROBISON ELIZABETH	09/21/18	19.00
00728704	747926	RODRIGUEZ SANCHEZ MARIA INES	09/21/18	66.00
00728705	12845	ROMANO LINDA M	09/21/18	39.00
00728706	747954	ROUCH JESSICA ANN	09/21/18	19.00
00728707	747927	SANTOS JEFFERY AUGUST	09/21/18	66.00
00728708	226456	SIMON HARRY L	09/21/18	38.00
00728709	747928	SPIRIT PROPERTIES LLC	09/21/18	66.00
00728710	71946	SPRINGMAN, BRADEN, WILSON & PO	09/21/18	19.00
00728711	747906	STILLINGS CHARLES	09/21/18	19.00
00728712	747910	TEKLE REBECCA KIFLE	09/21/18	19.00
00728713	226666	THEIS JOE	09/21/18	66.00
00728714	94433	VARGO MYERS JANSON PC	09/21/18	19.00
00728715	364551	VERONICA REYES ESQ	09/21/18	19.00
00728716	747929	WINSLOW JAIME	09/21/18	19.00
00728717	747930	WOOD VICKIE LYNN	09/21/18	19.00
00728718	747931	ZIONS FIRST NATIONAL BANK	09/21/18	19.00
00728719	40340	WINDSTREAM COMMUNICATIONS	09/21/18	2,432.42
Fund Total				595,369.46

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>
00728263	8579	AGFINITY INC	09/17/18	343.00
00728264	302764	AGFINITY INC	09/17/18	6,430.75
00728267	12012	ALSCO AMERICAN INDUSTRIAL	09/17/18	45.58
00728294	9822	BUCKEYE WELDING SUPPLY CO INC	09/17/18	26.00
00728296	13206	C P S DISTRIBUTORS INC	09/17/18	257.84
00728341	160270	GOLF & SPORT SOLUTIONS	09/17/18	3,584.16
00728357	649113	HOSEPOWER USA AND/OR COMPLETE	09/17/18	399.40
00728377	11496	L L JOHNSON DIST	09/17/18	544.34
00728405	335218	NAPA AUTO PARTS	09/17/18	138.77
00728459	26751	SOIL HORIZONS	09/17/18	300.00
00728478	286213	US AUTOFORCE	09/17/18	289.50
			Fund Total	12,359.34

Net Warrants by Fund Detail

6 Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728259	11657	A & E TIRE INC	09/17/18	1,167.13
00728260	23962	ACS MANAGEMENT LLC	09/17/18	3,900.00
00728290	518705	BOHANNAN BRIAN	09/17/18	411.96
00728333	346750	FACTORY MOTOR PARTS	09/17/18	7,789.41
00728356	4170	HONNEN EQUIPMENT	09/17/18	271,228.00
00728360	491796	HRT ENTERPRISES LLC	09/17/18	75.00
00728368	526990	JB AUTO CLEAN	09/17/18	90.00
00728421	324769	PRECISE MRM LLC	09/17/18	504.63
00728443	16237	SAM HILL OIL INC	09/17/18	19,390.46
			Fund Total	304,556.59

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>
00728265	9507	ALLIED RECYCLED AGGREGATES	09/17/18	22,531.86
00728286	49497	BFI TOWER ROAD LANDFILL	09/17/18	3,988.15
00728292	8909	BRANNAN SAND & GRAVEL COMPANY	09/17/18	3,253.10
00728340	212385	GMCO CORPORATION	09/17/18	23,360.00
00728365	8326	INDEPENDENT SALT CO	09/17/18	40,072.32
00728487	13082	W L CONTRACTORS INC	09/17/18	8,338.40
00728544	427603	MAXWELL JEFFERY	09/20/18	212.00
00728557	13822	XCEL ENERGY	09/20/18	27,189.99
00728558	13822	XCEL ENERGY	09/20/18	4,285.30
00728559	13822	XCEL ENERGY	09/20/18	122.60
00728560	13822	XCEL ENERGY	09/20/18	49.23
00728561	13822	XCEL ENERGY	09/20/18	96.66
00728562	13822	XCEL ENERGY	09/20/18	111.48
00728563	13822	XCEL ENERGY	09/20/18	219.36
00728564	13822	XCEL ENERGY	09/20/18	233.16
00728565	13822	XCEL ENERGY	09/20/18	55.66
00728574	747228	BISSETT EVETTE K	09/20/18	627.00
00728583	747207	COVARRUBIAS MANUEL PHILIP	09/20/18	1,090.00
00728590	747229	LE THUY	09/20/18	2,245.00
00728595	747237	MEDINA HERRERA JORGE ISAAC	09/20/18	1,575.00
00728596	747236	MINH LE EMILY	09/20/18	3,235.00
00728602	747233	SANTIZO MORALES PEDRO	09/20/18	798.00
00728610	1007	UNITED POWER (UNION REA)	09/20/18	36.00
00728611	1007	UNITED POWER (UNION REA)	09/20/18	34.00
00728612	1007	UNITED POWER (UNION REA)	09/20/18	77.67
00728613	1007	UNITED POWER (UNION REA)	09/20/18	128.27
00728614	1007	UNITED POWER (UNION REA)	09/20/18	34.59
00728615	1007	UNITED POWER (UNION REA)	09/20/18	94.84
00728616	1007	UNITED POWER (UNION REA)	09/20/18	16.50
00728617	1007	UNITED POWER (UNION REA)	09/20/18	48.84
00728618	1007	UNITED POWER (UNION REA)	09/20/18	48.84
00728619	1007	UNITED POWER (UNION REA)	09/20/18	23.16
00728620	1007	UNITED POWER (UNION REA)	09/20/18	16.50
00728621	1007	UNITED POWER (UNION REA)	09/20/18	33.00
00728622	1007	UNITED POWER (UNION REA)	09/20/18	16.50
00728623	1007	UNITED POWER (UNION REA)	09/20/18	115.59

Net Warrants by Fund Detail

13Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728624	1007	UNITED POWER (UNION REA)	09/20/18	33.00
00728625	1007	UNITED POWER (UNION REA)	09/20/18	88.49
00728626	1007	UNITED POWER (UNION REA)	09/20/18	20.00
00728627	747230	WAREHAM ERIK RYAN	09/20/18	561.00
00728653	747211	20 CORTEZ ST LLC	09/20/18	1,405.00
Fund Total				146,521.06

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>
00728310	17565	COLO FRAME & SUSPENSION	09/17/18	23,954.83
00728452	255505	SHERMAN & HOWARD LLC	09/17/18	8,636.19
00728525	492573	ADVANCED URGENT CARE AND OCC M	09/20/18	505.00
Fund Total				33,096.02

Net Warrants by Fund Detail

25

Waste Management Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728280	535096	B & B ENVIRONMENTAL SAFETY INC	09/17/18	6,232.28
00728395	21134	METECH RECYCLING	09/17/18	11,668.88
00728423	433702	QUANTUM WATER CONSULTING	09/17/18	47,735.55
Fund Total				65,636.71

Net Warrants by Fund Detail

27

Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728477	1007	UNITED POWER (UNION REA)	09/17/18	93.74
00728518	1007	UNITED POWER (UNION REA)	09/19/18	20.00
			Fund Total	113.74

Net Warrants by Fund Detail

30 Community Dev Block Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728313	252174	COLORADO COMMUNITY MEDIA	09/17/18	20.16
00728425	44703	QUICKSILVER EXPRESS COURIER	09/17/18	33.90
Fund Total				54.06

Net Warrants by Fund Detail

31

Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728271	91876	ANDERSON ISABEL	09/17/18	38.15
00728305	37266	CENTURY LINK	09/17/18	176.44
00728306	37266	CENTURY LINK	09/17/18	355.80
00728307	37266	CENTURY LINK	09/17/18	138.70
00728348	434213	HAGER MICHAEL	09/17/18	122.63
00728410	371505	OLIVER LESLIE	09/17/18	62.73
00728426	129209	RAMIREZ SUSANA	09/17/18	101.32
00728457	311839	SMITH DIANA	09/17/18	44.36
00728463	62190	STEELMAN MARU E	09/17/18	25.51
00728488	354139	WALMSLEY NATASHA	09/17/18	134.34
00728500	430236	YANEZ ARTURO	09/17/18	99.14
00728566	8801361	ADAMS COUNTY SHERIFF DEPT	09/20/18	5.00
00728567	8801361	ADAMS COUNTY SHERIFF DEPT	09/20/18	5.00
00728568	8801361	ADAMS COUNTY SHERIFF DEPT	09/20/18	5.00
00728569	8801361	ADAMS COUNTY SHERIFF DEPT	09/20/18	5.00
00728571	130093	ANGLO WENDY	09/20/18	22.62
00728575	362722	BOWDRY CYNTHIA	09/20/18	42.45
00728578	37266	CENTURY LINK	09/20/18	172.51
00728579	37266	CENTURY LINK	09/20/18	125.01
00728581	5078	COLO DEPT OF HUMAN SERVICES	09/20/18	84.00
00728582	248029	COMMUNITY REACH CENTER FOUNDAT	09/20/18	6,190.04
00728589	40843	LANGUAGE LINE SERVICES	09/20/18	20.50
00728592	342449	LILLIE SHANNON	09/20/18	82.95
00728593	157395	LUJAN MONICA	09/20/18	46.76
00728598	55021	NULINX INTERNATIONAL	09/20/18	2,385.00
00728599	727609	PRICE GENEVIEVE	09/20/18	134.00
00728600	129209	RAMIREZ SUSANA	09/20/18	894.60
00728601	537347	SANCHEZ MARITZA	09/20/18	61.04
00728605	41914	TEACHING STRATEGIES INC	09/20/18	3,300.00
00728628	746352	WIZE JULIE	09/20/18	15.97
Fund Total				14,896.57

Net Warrants by Fund Detail

35

Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728261	252050	ADAMS COUNTY HUMAN SERVICES	09/17/18	338.49
00728317	255001	COPYCO QUALITY PRINTING INC	09/17/18	519.74
00728320	686557	CRUMBY ALEXANDRA	09/17/18	65.00
00728342	745379	GOMEZ FABIAN	09/17/18	80.00
00728347	745380	GUTIERREZ ISAAC	09/17/18	80.00
00728354	716066	HILL TERA	09/17/18	60.00
00728394	746334	MEDINA JAZLYN	09/17/18	50.00
00728474	711904	TRUJILLO DEAN	09/17/18	20.00
00728483	746340	VIGIL SHYLA	09/17/18	50.00
00728572	685414	BARRERAS VANESSA	09/20/18	25.00
00728584	251242	FOUR WINDS INTERACTIVE LLC	09/20/18	733.20
00728591	727647	LIBERTI-RAMIREZ ARYANNA	09/20/18	20.00
00728652	748842	YOHE BRITTANY	09/20/18	80.00
Fund Total				2,121.43

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>
00728289	747398	BOH NICHOLAS SHANE	09/17/18	129.50
00728480	747397	VEAL DALTON	09/17/18	129.50
Fund Total				259.00

Net Warrants by Fund Detail

94

Sheriff Payables

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00728530	33480	COLO BUREAU OF INVESTIGATION	09/20/18	11,204.00
			Fund Total	11,204.00

County of Adams
Net Warrants by Fund Detail

Grand Total 1,186,187.98

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>
	Travel & Transportation					
	BOH NICHOLAS SHANE	00043	935818	317921	09/13/18	129.50
	VEAL DALTON	00043	935913	317996	09/14/18	129.50
					Account Total	<u>259.00</u>
					Department Total	<u><u>259.00</u></u>

County of Adams
Vendor Payment Report

<u>99800</u>	<u>All Ofc Shared Direct</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	ADAMS COUNTY HUMAN SERVICES	00035	935699	317741	09/12/18	<u>303.24</u>
					Account Total	<u>303.24</u>
					Department Total	<u><u>303.24</u></u>

County of Adams
Vendor Payment Report

<u>3161</u>	<u>Animal Shelter</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Buildings					
	COLO DEPT OF PUBLIC HEALTH & E	00004	935949	318022	09/14/18	1,464.00
	COLO DEPT OF PUBLIC HEALTH & E	00004	935950	318023	09/14/18	2,361.00
					Account Total	3,825.00
					Department Total	3,825.00

County of Adams
Vendor Payment Report

<u>2051</u>	<u>ANS - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Animal Control/Shelter					
	CHRISTENSEN DERICK	00001	936238	318172	09/18/18	250.00
	DIAZ GUILLEN GUADALUPE	00001	935784	317889	09/13/18	26.00
	REDZIC AMELA	00001	935785	317889	09/13/18	115.00
					Account Total	<u>391.00</u>
	Operating Supplies					
	ADCO ANIMAL SHELTER	00001	935786	317889	09/13/18	13.50
					Account Total	<u>13.50</u>
					Department Total	<u><u>404.50</u></u>

County of Adams
Vendor Payment Report

<u>2056</u>	<u>ANS - Clinic Operations</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	ADCO ANIMAL SHELTER	00001	935786	317889	09/13/18	<u>5.28</u>
					Account Total	<u>5.28</u>
					Department Total	<u><u>5.28</u></u>

County of Adams
Vendor Payment Report

<u>2053</u>	<u>ANS - Kennel Operations</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	ADCO ANIMAL SHELTER	00001	935786	317889	09/13/18	<u>79.69</u>
					Account Total	<u>79.69</u>
					Department Total	<u><u>79.69</u></u>

County of Adams
Vendor Payment Report

<u>3064</u>	<u>Building Safety</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Permits					
	SOLAR CITY CORPORATION	00001	935261	317320	09/07/18	<u>134.40</u>
					Account Total	<u>134.40</u>
					Department Total	<u><u>134.40</u></u>

County of Adams
Vendor Payment Report

<u>9251</u>	<u>Conference Center</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	935749	317879	09/13/18	<u>457.06</u>
					Account Total	<u>457.06</u>
					Department Total	<u><u>457.06</u></u>

County of Adams
Vendor Payment Report

<u>1013</u>	<u>County Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Messenger/Delivery Service					
	QUICKSILVER EXPRESS COURIER	00001	935613	317625	09/11/18	66.16
					Account Total	<u>66.16</u>
	Other Professional Serv					
	SWEEPSTAKES UNLIMITED	00001	935611	317625	09/11/18	30.00
	SWEEPSTAKES UNLIMITED	00001	935612	317625	09/11/18	30.00
					Account Total	<u>60.00</u>
					Department Total	<u><u>126.16</u></u>

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>
	Grants to Other Inst.-Pgm. Cst					
	COLORADO COMMUNITY MEDIA	00030	935734	317777	09/12/18	20.16
					Account Total	20.16
	Postage & Freight					
	QUICKSILVER EXPRESS COURIER	00030	935733	317775	09/12/18	33.90
					Account Total	33.90
					Department Total	<u>54.06</u>

County of Adams
Vendor Payment Report

<u>1094</u>	<u>CED Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	GREENLAND JOELLE	00001	935263	317320	08/30/18	17.00
					Account Total	17.00
					Department Total	17.00

County of Adams
Vendor Payment Report

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ELLARS SARA	00001	935921	318004	09/14/18	339.43
	MILINAZZO WENDI K	00001	935922	318004	09/14/18	161.32
	RICHARDS JACE	00001	935923	318004	09/14/18	174.07
					Account Total	<u>674.82</u>
					Department Total	<u><u>674.82</u></u>

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Court Reporting Transcripts					
	ROMANO LINDA M	00001	936514	318501	09/20/18	39.00
					Account Total	39.00
	Membership Dues					
	CENTER FOR LEGAL INCLUSIVENESS	00001	936509	318501	09/20/18	100.00
					Account Total	100.00
	Mileage Reimbursements					
	GLADER JONATHAN D	00001	936510	318501	09/20/18	20.72
	HERNANDEZ TIFFANI	00001	936511	318501	09/20/18	28.28
					Account Total	49.00
	Other Professional Serv					
	DEPT OF FINANCE	00001	936507	318501	09/20/18	19.00
	DEPT OF FINANCE	00001	936508	318501	09/20/18	33.00
	JOHNSTON CHRISTOPHER	00001	935679	317641	09/11/18	419.85
	WILER JENNIFER DR	00001	935680	317641	09/11/18	389.08
					Account Total	860.93
	Travel & Transportation					
	ANDERSON GARRETT	00001	934813	316860	09/04/18	153.00
	ARCHULETA, ROBIN	00001	934814	316860	09/04/18	153.00
	ARMSTRONG KATE	00001	934815	316860	09/04/18	153.00
	ATHERTON WILLIAM	00001	934816	316860	09/04/18	153.00
	BABER ALLYSON R	00001	934817	316860	09/04/18	153.00
	BAKER ALEXANDER	00001	934818	316860	09/04/18	153.00
	BAKER KRISTEN	00001	934819	316860	09/04/18	153.00
	BAMONTI ALYSSA	00001	934820	316860	09/04/18	153.00
	BLACKHURST RHONDA	00001	934821	316860	09/04/18	153.00
	BLUTH TODD	00001	934822	316860	09/04/18	153.00
	CAFASSO ROBYN	00001	934823	316860	09/04/18	153.00
	CARTY SARA	00001	934825	316860	09/04/18	89.00
	COSTIGAN PATRICK	00001	934826	316860	09/04/18	153.00
	DARCY THEODORE B	00001	934828	316860	09/04/18	153.00
	DOYLE TARA	00001	934829	316860	09/04/18	153.00
	DUARTE JENNIFER	00001	934830	316860	09/04/18	153.00
	ELWELL SHANNON	00001	934831	316860	09/04/18	153.00

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	FREEMAN PATRICK	00001	934832	316860	09/04/18	153.00
	FRITTS STEPHANIE	00001	934833	316860	09/04/18	153.00
	GUTHRIE YVETTE	00001	934835	316860	09/04/18	153.00
	HEINY JOEL	00001	934836	316860	09/04/18	153.00
	HINTON KIMBERLY	00001	934837	316860	09/04/18	153.00
	HOSTETTER JENNIFER	00001	934838	316860	09/04/18	153.00
	HOUTSMA JAMES	00001	934839	316860	09/04/18	153.00
	HUTCHENS ERIC	00001	934840	316860	09/04/18	153.00
	JIMENEZ LARA M	00001	934841	316860	09/04/18	153.00
	KONECNY KATELYN	00001	934842	316860	09/04/18	153.00
	KUTNIEWSKI ADAM	00001	934843	316860	09/04/18	153.00
	LEWIS DANIELLE	00001	934845	316860	09/04/18	153.00
	LYUBIMSKIY ILYA	00001	934847	316860	09/04/18	153.00
	MAALIKI MADALIA	00001	934849	316860	09/04/18	153.00
	MARTIN BRETT	00001	934851	316860	09/04/18	153.00
	MASON BRIAN	00001	934853	316860	09/04/18	153.00
	MCGARRY BRIAN	00001	934855	316860	09/04/18	153.00
	MINIAT DANA	00001	934856	316860	09/04/18	153.00
	MORITZKY TREVOR	00001	934857	316860	09/04/18	153.00
	MUNIER CAMERON	00001	934859	316860	09/04/18	153.00
	MUNOZ ASHLEY	00001	934860	316860	09/04/18	153.00
	PAINE JAMIE	00001	934862	316860	09/04/18	153.00
	PETRI BEARD AMY	00001	934863	316860	09/04/18	153.00
	PIERCE ERIKA	00001	934864	316860	09/04/18	153.00
	RASCON AZUCENA	00001	934865	316860	09/04/18	153.00
	RATKIEWICZ JENNIFER	00001	934867	316860	09/04/18	153.00
	RHAMEY CHRISTOPHER	00001	934869	316860	09/04/18	153.00
	RODARTE PILAR	00001	934870	316860	09/04/18	153.00
	ROSSI CHRISTOPHER	00001	934873	316860	09/04/18	153.00
	RYDER STEPHANIE	00001	934875	316860	09/04/18	153.00
	SARCO LINDA	00001	934876	316860	09/04/18	153.00
	SCARPELLA NATALIE	00001	934878	316860	09/04/18	153.00
	SHEIKH TARIQ	00001	934880	316860	09/04/18	153.00
	SHELTON ASHLEY	00001	934882	316860	09/04/18	89.00
	SHIELDS BRITTON	00001	934883	316860	09/04/18	153.00
	SISK JENNIFER	00001	934885	316860	09/04/18	153.00

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	SMATHERS DANE	00001	934887	316860	09/04/18	153.00
	STOUT SARAH E	00001	934888	316860	09/04/18	153.00
	THIEMANN COURTNEY	00001	934889	316860	09/04/18	153.00
	TORREZ ACACIA	00001	934890	316860	09/04/18	153.00
	TOTH MAGGIE	00001	934891	316860	09/04/18	153.00
	WEBB KATHRYN	00001	934892	316860	09/04/18	153.00
	WHITE ROBERT	00001	934893	316860	09/04/18	153.00
	WHITNEY MICHAEL	00001	934894	316860	09/04/18	153.00
	WIENER ASHLEY	00001	934895	316860	09/04/18	153.00
	WILKINSON HOLLIE	00001	934897	316860	09/04/18	153.00
	WINSLOW KENDRA	00001	934898	316860	09/04/18	153.00
	WOODS JAKE	00001	934900	316860	09/04/18	153.00
	YOUNG DAVID	00001	934904	316860	09/04/18	217.00
	ZAMBRANO ANGELICA	00001	934902	316860	09/04/18	153.00
					Account Total	10,187.00
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	935678	317641	09/11/18	241.07
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	935678	317641	09/11/18	90.51
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	935678	317641	09/11/18	43.65
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	935678	317641	09/11/18	108.60
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	935953	318028	09/13/18	65.03
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	935953	318028	09/13/18	407.91
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	935953	318028	09/13/18	84.40
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	936506	318501	09/20/18	42.82
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	936506	318501	09/20/18	67.61
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	936506	318501	09/20/18	40.00
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	936506	318501	09/20/18	155.95
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	936506	318501	09/20/18	309.29
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	936506	318501	09/20/18	68.66
					Account Total	1,725.50
					Department Total	12,961.43

County of Adams
Vendor Payment Report

<u>9261</u>	<u>DA- Diversion Project</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	LEVERSEE THOMAS F LCSW	00001	936512	318501	09/20/18	400.00
	LEVERSEE THOMAS F LCSW	00001	936513	318501	09/20/18	160.00
					Account Total	<u>560.00</u>
					Department Total	<u><u>560.00</u></u>

County of Adams
Vendor Payment Report

<u>7041</u>	<u>Economic Development Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ADAMS COUNTY EDUCATION CONSORT	00001	936313	318343	09/19/18	48,000.00
					Account Total	48,000.00
	Messenger/Delivery Service					
	QUICKSILVER EXPRESS COURIER	00001	935691	317320	09/11/18	33.90
					Account Total	33.90
					Department Total	<u>48,033.90</u>

County of Adams
Vendor Payment Report

<u>97802</u>	<u>Employment Support Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Software and Licensing					
	FOUR WINDS INTERACTIVE LLC	00035	936214	318160	09/18/18	457.06
	FOUR WINDS INTERACTIVE LLC	00035	936217	318160	09/18/18	276.14
					Account Total	<u>733.20</u>
					Department Total	<u><u>733.20</u></u>

County of Adams
Vendor Payment Report

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	A & E TIRE INC	00006	935859	317985	09/14/18	594.57
	A & E TIRE INC	00006	935860	317985	09/14/18	572.56
	ACS MANAGEMENT LLC	00006	935858	317985	09/14/18	3,900.00
	FACTORY MOTOR PARTS	00006	935857	317985	09/14/18	7,789.41
	HONNEN EQUIPMENT	00006	935861	317985	09/14/18	135,614.00
	HONNEN EQUIPMENT	00006	935861	317985	09/14/18	135,614.00
	SAM HILL OIL INC	00006	935856	317985	09/14/18	19,390.46
					Account Total	303,475.00
					Department Total	303,475.00

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>
	Mileage Reimbursements					
	JUAREZ SANCHEZ DIANA	00001	935931	318010	09/14/18	194.51
					Account Total	194.51
	Other Communications					
	VERIZON WIRELESS	00001	935269	317326	09/07/18	41.15
					Account Total	41.15
					Department Total	235.66

County of Adams
Vendor Payment Report

<u>9240</u>	<u>Extension - Horticulture</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	HAMMOND ERIC	00001	935926	318010	09/14/18	127.04
					Account Total	127.04
	Other Communications					
	VERIZON WIRELESS	00001	935269	317326	09/07/18	41.15
					Account Total	41.15
					Department Total	168.19

County of Adams
Vendor Payment Report

<u>9241</u>	<u>Extension- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ANDERSON CASSIE	00001	935924	318010	09/14/18	31.83
	GOURD THADDEUS	00001	935929	318010	09/14/18	342.81
	UHING CHRISTOPHER	00001	935932	318010	09/14/18	76.03
					Account Total	<u>450.67</u>
	Other Communications					
	VERIZON WIRELESS	00001	935269	317326	09/07/18	95.93
					Account Total	<u>95.93</u>
					Department Total	<u><u>546.60</u></u>

County of Adams
Vendor Payment Report

<u>9244</u>	<u>Extension- 4-H/Youth</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	CSU EXTENSION	00001	935775	317886	09/13/18	200.00
					Account Total	200.00
	Mileage Reimbursements					
	HURDELBRINK JULIA	00001	935925	318010	09/14/18	392.40
	MANN LACEY	00001	935930	318010	09/14/18	135.71
					Account Total	528.11
	Operating Supplies					
	ADAMS COUNTY 4- H	00001	934441	316478	08/29/18	3,750.00
					Account Total	3,750.00
	Other Communications					
	VERIZON WIRELESS	00001	935269	317326	09/07/18	41.15
	VERIZON WIRELESS	00001	935269	317326	09/07/18	41.15
	VERIZON WIRELESS	00001	935269	317326	09/07/18	41.15
					Account Total	123.45
	Travel & Transportation					
	HURDELBRINK JULIA	00001	935582	317606	09/11/18	275.00
	KIMMEL KENZIE NICOLE	00001	935777	317886	09/13/18	69.00
	KIMMEL KENZIE NICOLE	00001	935779	317886	09/13/18	228.00
					Account Total	572.00
					Department Total	5,173.56

County of Adams
Vendor Payment Report

<u>9114</u>	<u>Fleet- Commerce</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Vehicle Parts & Supplies					
	PRECISE MRM LLC	00006	935763	317880	09/13/18	504.63
					Account Total	504.63
	Vehicle Repair & Maint					
	HRT ENTERPRISES LLC	00006	935761	317880	09/13/18	75.00
	JB AUTO CLEAN	00006	935762	317880	09/13/18	90.00
					Account Total	165.00
					Department Total	669.63

County of Adams
Vendor Payment Report

<u>9115</u>	<u>Fleet- Strasbrg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Tools Reimbursement					
	BOHANNAN BRIAN	00006	935760	317880	09/13/18	<u>411.96</u>
					Account Total	<u>411.96</u>
					Department Total	<u><u>411.96</u></u>

County of Adams
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	AMERICAN WEST	00001	935940	318020	09/14/18	3,500.00
	TRI COUNTY HEALTH DEPT	00001	935941	318020	09/14/18	130.00
					Account Total	3,630.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8821	00001	936280	318331	09/01/18	72.20
	EASTERN DISPOSE ALL	00001	935747	317879	09/13/18	144.00
	REPUBLIC SERVICES #535	00001	935759	317879	09/13/18	126.95
					Account Total	343.15
					Department Total	3,973.15

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=8812	00001	936272	318331	09/01/18	109.55
	Energy Cap Bill ID=8820	00001	936273	318331	09/05/18	194.60
					Account Total	304.15
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8822	00001	936274	318331	09/01/18	1,516.51
	EASTERN DISPOSE ALL	00001	935748	317879	09/13/18	273.00
	REPUBLIC SERVICES #535	00001	935754	317879	09/13/18	45.00
	REPUBLIC SERVICES #535	00001	935758	317879	09/13/18	39.52
					Account Total	1,874.03
					Department Total	2,178.18

County of Adams
Vendor Payment Report

<u>1060</u>	<u>FO - Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8809	00001	936263	318331	08/31/18	<u>4,282.00</u>
					Account Total	<u>4,282.00</u>
					Department Total	<u><u>4,282.00</u></u>

County of Adams
Vendor Payment Report

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8804	00001	936290	318331	08/23/18	64.15
					Account Total	64.15
	Maintenance Contracts					
	MILE HIGH TREE CARE INC	00001	935751	317879	09/13/18	2,000.00
					Account Total	2,000.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8818	00001	936291	318331	08/31/18	8,850.47
					Account Total	8,850.47
					Department Total	10,914.62

County of Adams
Vendor Payment Report

<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8806	00050	936293	318331	08/24/18	60.77
	Energy Cap Bill ID=8811	00050	936294	318331	08/24/18	42.83
					Account Total	103.60
					Department Total	103.60

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>
	Gas & Electricity					
	Energy Cap Bill ID=8798	00001	936276	318331	08/23/18	809.65
					Account Total	<u>809.65</u>
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	935767	317879	09/13/18	378.65
					Account Total	<u>378.65</u>
					Department Total	<u><u>1,188.30</u></u>

County of Adams
Vendor Payment Report

<u>1070</u>	<u>FO - Honnen/Plan&Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8797	00001	936266	318331	08/23/18	106.96
	Energy Cap Bill ID=8800	00001	936267	318331	08/23/18	3,995.30
	Energy Cap Bill ID=8813	00001	936268	318331	08/30/18	1,612.07
					Account Total	5,714.33
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8819	00001	936269	318331	08/20/18	1,378.35
	REPUBLIC SERVICES #535	00001	935768	317879	09/13/18	469.41
					Account Total	1,847.76
					Department Total	7,562.09

County of Adams
Vendor Payment Report

<u>1067</u>	<u>FO - Human Service Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8799	00001	936264	318331	08/23/18	<u>5,449.61</u>
					Account Total	<u>5,449.61</u>
					Department Total	<u><u>5,449.61</u></u>

County of Adams
Vendor Payment Report

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	PPS INTERIORS	00001	935750	317879	09/13/18	860.00
					Account Total	860.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8816	00001	936270	318331	08/31/18	25,352.43
	REPUBLIC SERVICES #535	00001	935765	317879	09/13/18	644.67
					Account Total	25,997.10
					Department Total	26,857.10

County of Adams
Vendor Payment Report

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8805	00001	936292	318331	08/23/18	44.11
					Account Total	44.11
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	935755	317879	09/13/18	3,546.25
	REPUBLIC SERVICES #535	00001	935764	317879	09/13/18	410.18
	REPUBLIC SERVICES #535	00001	935769	317879	09/13/18	166.96
					Account Total	4,123.39
					Department Total	<u>4,167.50</u>

County of Adams
Vendor Payment Report

<u>1072</u>	<u>FO - West Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8801	00001	936271	318331	08/24/18	6,267.77
					Account Total	<u>6,267.77</u>
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	935771	317879	09/13/18	630.61
					Account Total	<u>630.61</u>
					Department Total	<u><u>6,898.38</u></u>

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=8803	00001	936275	318331	08/23/18	13,013.83
					Account Total	<u>13,013.83</u>
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	935757	317879	09/13/18	223.50
	REPUBLIC SERVICES #535	00001	935773	317879	09/13/18	58.00
					Account Total	<u>281.50</u>
					Department Total	<u><u>13,295.33</u></u>

County of Adams
Vendor Payment Report

<u>1069</u>	<u>FO-Animal Shelter Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8814	00001	936265	318331	09/05/18	2,695.16
					Account Total	2,695.16
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	935770	317879	09/13/18	443.62
					Account Total	443.62
					Department Total	3,138.78

County of Adams
Vendor Payment Report

<u>1112</u>	<u>FO-Sheriff HQ/Coroner Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8802	00001	936288	318331	08/23/18	134.69
	Energy Cap Bill ID=8815	00001	936289	318331	09/05/18	4,885.24
					Account Total	5,019.93
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	935756	317879	09/13/18	187.22
					Account Total	187.22
					Department Total	5,207.15

County of Adams
Vendor Payment Report

1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	ALLIED UNIVERSAL SECURITY SERV	00001	935662	317636	09/11/18	18,720.90
	AMERICAN EAGLE DISTRIBUTING	00001	935838	317985	09/14/18	965.70
	AMERICAN EAGLE DISTRIBUTING	00001	935839	317985	09/14/18	5,358.50
	AMERICAN EAGLE DISTRIBUTING	00001	935840	317985	09/14/18	2,613.45
	AMERICAN EAGLE DISTRIBUTING	00001	935854	317985	09/14/18	1,062.35
	AMERICAN EAGLE DISTRIBUTING	00001	935854	317985	09/14/18	2,876.35
	AMERICAN EAGLE DISTRIBUTING	00001	935855	317985	09/14/18	18,257.50
	AYRES ASSOCIATES INC	00001	935850	317985	09/14/18	12.04
	AYRES ASSOCIATES INC	00001	935850	317985	09/14/18	5,519.32
	BUTLER SNOW LLP	00001	935842	317985	09/14/18	424.00
	CHEMATOX LABORATORY INC	00001	935280	317338	09/07/18	665.00
	CHEMATOX LABORATORY INC	00001	935796	317910	09/13/18	343.00
	CHEMATOX LABORATORY INC	00001	935795	317910	09/13/18	235.00
	COMMUNITY REACH CENTER	00001	935942	317910	09/14/18	52,773.08
	ENTRAVISION COMMUNICATIONS	00001	935837	317985	09/14/18	1,190.00
	ENTRAVISION COMMUNICATIONS	00001	935841	317985	09/14/18	1,280.00
	ENTRAVISION COMMUNICATIONS	00001	935846	317985	09/14/18	2,181.20
	FOUND MY KEYS	00001	935663	317636	09/11/18	1,205.00
	GALLS LLC	00001	935797	317910	09/13/18	42.78
	GALLS LLC	00001	935798	317910	09/13/18	249.74
	GALLS LLC	00001	935799	317910	09/13/18	28.85
	GALLS LLC	00001	935799	317910	09/13/18	18.25
	GALLS LLC	00001	935799	317910	09/13/18	324.79
	GALLS LLC	00001	935800	317910	09/13/18	146.85
	GREELEY HAT WORKS INC	00001	935277	317338	09/07/18	2,342.00
	GREELEY HAT WORKS INC	00001	935277	317338	09/07/18	449.50
	HEWLETT PACKARD COMPANY	00001	935852	317985	09/14/18	12,906.88
	IBM	00001	935851	317985	09/14/18	3,169.60
	IDEXX DISTRIBUTION INC	00001	935844	317985	09/14/18	2,137.03
	J. BROWER PSYCHOLOGICAL SERVIC	00001	935801	317910	09/13/18	200.00
	JAY O'DAY INC	00001	935270	317338	09/07/18	130.90
	KD SERVICE GROUP	00001	935943	317910	09/14/18	458.75
	KD SERVICE GROUP	00001	935944	317910	09/14/18	610.74
	KD SERVICE GROUP	00001	935945	317910	09/14/18	1,680.00
	KENNY ELECTRIC SERVICE INC	00001	935664	317636	09/11/18	1,101.64

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>
	LISTENUP	00001	935946	317910	09/14/18	258.00
	MCDONALD YONG HUI V	00001	935279	317338	09/07/18	2,324.75
	MCDONALD YONG HUI V	00001	935279	317338	09/07/18	2,640.25
	MURPHY RICK	00001	935681	317636	09/11/18	296.31
	MURPHY RICK	00001	935681	317636	09/11/18	4,894.31
	MWI VETERINARY SUPPLY CO	00001	935847	317985	09/14/18	841.79
	MWI VETERINARY SUPPLY CO	00001	935847	317985	09/14/18	1,661.59
	NCS PEARSON INC	00001	935670	317636	09/11/18	1,163.25
	NICOLETTI-FLATER ASSOCIATES	00001	935271	317338	09/07/18	3,661.50
	NICOLETTI-FLATER ASSOCIATES	00001	935272	317338	09/07/18	75.00
	NICOLETTI-FLATER ASSOCIATES	00001	935272	317338	09/07/18	100.00
	NICOLETTI-FLATER ASSOCIATES	00001	935272	317338	09/07/18	375.00
	NICOLETTI-FLATER ASSOCIATES	00001	935272	317338	09/07/18	200.00
	NICOLETTI-FLATER ASSOCIATES	00001	935272	317338	09/07/18	625.00
	PATTERSON VETERINARY SUPPLY IN	00001	935845	317985	09/14/18	225.00
	PEARL COUNSELING ASSOCIATES	00001	935667	317636	09/11/18	1,024.31
	PEARL COUNSELING ASSOCIATES	00001	935667	317636	09/11/18	1,985.69
	PEARL COUNSELING ASSOCIATES	00001	935668	317636	09/11/18	6,225.00
	PEARL COUNSELING ASSOCIATES	00001	935668	317636	09/11/18	275.00
	PUSH PEDAL PULL INC	00001	935273	317338	09/07/18	340.00
	PUSH PEDAL PULL INC	00001	935274	317338	09/07/18	360.00
	ROCKY MTN CONVEYOR & EQUIPT	00001	935665	317636	09/11/18	350.00
	ROCKY MTN CONVEYOR & EQUIPT	00001	935666	317636	09/11/18	258.45
	ROCKY MTN MICROFILM & IMAGING	00001	935669	317636	09/11/18	937.50
	SAFEWARE INC	00001	935811	317910	09/13/18	1,721.00
	SUMMIT FOOD SERVICE LLC	00001	935814	317910	09/13/18	28,967.96
	SUMMIT FOOD SERVICE LLC	00001	935815	317910	09/13/18	5,567.58
	SUMMIT FOOD SERVICE LLC	00001	935816	317910	09/13/18	5,650.61
	TENNANT SALES & SERVICE	00001	935947	317910	09/14/18	1,520.31
	TISCHLERBISE INC	00001	935849	317985	09/14/18	3,841.50
	TYGRETT DEBRA R	00001	935671	317636	09/11/18	368.00
	TYGRETT DEBRA R	00001	935948	317910	09/14/18	400.00
	US CORRECTIONS LLC	00001	935275	317338	09/07/18	1,866.00
	US CORRECTIONS LLC	00001	935276	317338	09/07/18	1,055.00
	US CORRECTIONS LLC	00001	935281	317338	09/07/18	456.00
	US CORRECTIONS LLC	00001	935281	317338	09/07/18	782.00

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	US CORRECTIONS LLC	00001	935282	317338	09/07/18	681.00
	US CORRECTIONS LLC	00001	935283	317338	09/07/18	1,001.00
	US CORRECTIONS LLC	00001	935284	317338	09/07/18	1,774.00
	US CORRECTIONS LLC	00001	935285	317338	09/07/18	1,031.00
	US CORRECTIONS LLC	00001	935803	317910	09/13/18	686.00
	US CORRECTIONS LLC	00001	935804	317910	09/13/18	882.00
	US CORRECTIONS LLC	00001	935805	317910	09/13/18	956.00
	US CORRECTIONS LLC	00001	935807	317910	09/13/18	980.00
	US CORRECTIONS LLC	00001	935809	317910	09/13/18	1,429.00
	US CORRECTIONS LLC	00001	935810	317910	09/13/18	1,048.00
	VECTOR DISEASE CONTROL INTERNA	00001	935848	317985	09/14/18	54,866.75
	WRIGHTWAY INDUSTRIES INC	00001	935843	317985	09/14/18	516.00
	ZAYO GROUP HOLDINGS INC	00001	935853	317985	09/14/18	2,567.50
					Account Total	<u>293,392.60</u>
					Department Total	<u><u>293,392.60</u></u>

County of Adams
Vendor Payment Report

<u>5026</u>	<u>Golf Course- Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	BUCKEYE WELDING SUPPLY CO INC	00005	935717	317751	09/12/18	26.00
					Account Total	26.00
	Fuel, Gas & Oil					
	AGFINITY INC	00005	935712	317751	09/12/18	3,896.61
	AGFINITY INC	00005	935713	317751	09/12/18	2,534.14
					Account Total	6,430.75
	Grounds Maintenance					
	AGFINITY INC	00005	935710	317751	09/12/18	269.00
	AGFINITY INC	00005	935711	317751	09/12/18	74.00
	GOLF & SPORT SOLUTIONS	00005	935719	317751	09/12/18	3,584.16
	L L JOHNSON DIST	00005	935722	317751	09/12/18	100.44
	SOIL HORIZONS	00005	935724	317751	09/12/18	150.00
	SOIL HORIZONS	00005	935725	317751	09/12/18	150.00
					Account Total	4,327.60
	Minor Equipment					
	NAPA AUTO PARTS	00005	935723	317751	09/12/18	138.77
					Account Total	138.77
	Repair & Maint Supplies					
	ALSCO AMERICAN INDUSTRIAL	00005	935714	317751	09/12/18	45.58
					Account Total	45.58
	Vehicle Parts & Supplies					
	C P S DISTRIBUTORS INC	00005	935718	317751	09/12/18	257.84
	HOSEPOWER USA AND/OR COMPLETE	00005	935715	317751	09/12/18	189.37
	HOSEPOWER USA AND/OR COMPLETE	00005	935716	317751	09/12/18	210.03
	L L JOHNSON DIST	00005	935720	317751	09/12/18	373.28
	L L JOHNSON DIST	00005	935721	317751	09/12/18	70.62
	US AUTOFORCE	00005	935726	317751	09/12/18	289.50
					Account Total	1,390.64
					Department Total	12,359.34

County of Adams
Vendor Payment Report

<u>9252</u>	<u>GF- Admin/Org Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	CASA	00001	936312	318343	09/19/18	2,000.00
					Account Total	2,000.00
	Other Professional Serv					
	DAVIS GRAHAM & STUBBS LLP	00001	935608	317625	09/11/18	11,141.00
	DAVIS GRAHAM & STUBBS LLP	00001	935609	317625	09/11/18	3,693.50
	HIGH PLAINS ENGINEERING	00001	935951	318025	09/14/18	150.00
	HIGH PLAINS ENGINEERING	00001	935952	318026	09/14/18	150.00
					Account Total	15,134.50
					Department Total	17,134.50

County of Adams
Vendor Payment Report

<u>1079</u>	<u>Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8795	00001	936277	318331	08/27/18	1,629.72
	Energy Cap Bill ID=8807	00001	936278	318331	08/27/18	15,293.81
	Energy Cap Bill ID=8808	00001	936279	318331	08/27/18	8,789.44
					Account Total	25,712.97
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	935766	317879	09/13/18	972.00
					Account Total	972.00
					Department Total	26,684.97

County of Adams
Vendor Payment Report

<u>935118</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	COMMUNITY REACH CENTER FOUNDAT	00031	936042	318089	09/17/18	6,190.04
					Account Total	6,190.04
	Education & Training					
	PRICE GENEVIEVE	00031	936046	318089	09/17/18	134.00
	RAMIREZ SUSANA	00031	936047	318089	09/17/18	894.60
	TEACHING STRATEGIES INC	00031	936048	318089	09/17/18	3,300.00
					Account Total	4,328.60
	Interpreting Services					
	LANGUAGE LINE SERVICES	00031	936045	318089	09/17/18	20.50
					Account Total	20.50
	Mileage Reimbursements					
	ANDERSON ISABEL	00031	935324	317442	09/10/18	38.15
	ANGLO WENDY	00031	936049	318090	09/17/18	22.62
	BOWDRY CYNTHIA	00031	936050	318090	09/17/18	28.61
	BOWDRY CYNTHIA	00031	936051	318090	09/17/18	13.84
	HAGER MICHAEL	00031	935326	317442	09/10/18	67.42
	HAGER MICHAEL	00031	935327	317442	09/10/18	55.21
	LILLIE SHANNON	00031	936055	318090	09/17/18	31.28
	LILLIE SHANNON	00031	936056	318090	09/17/18	51.67
	LUJAN MONICA	00031	936052	318090	09/17/18	46.76
	OLIVER LESLIE	00031	935328	317442	09/10/18	62.73
	RAMIREZ SUSANA	00031	935329	317442	09/10/18	101.32
	SANCHEZ MARITZA	00031	936053	318090	09/17/18	61.04
	SMITH DIANA	00031	935330	317442	09/10/18	44.36
	STEELMAN MARU E	00031	935331	317442	09/10/18	25.51
	WALMSLEY NATASHA	00031	935333	317442	09/10/18	134.34
	WIZE JULIE	00031	936054	318090	09/17/18	15.97
	YANEZ ARTURO	00031	935334	317442	09/10/18	99.14
					Account Total	899.97
	Other Professional Serv					
	ADAMS COUNTY SHERIFF DEPT	00031	936057	318089	09/17/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	936120	318089	09/17/18	5.00
	ADAMS COUNTY SHERIFF DEPT	00031	936121	318089	09/17/18	5.00

County of Adams
Vendor Payment Report

<u>935118</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	ADAMS COUNTY SHERIFF DEPT	00031	936122	318089	09/17/18	5.00
	COLO DEPT OF HUMAN SERVICES	00031	936058	318089	09/17/18	84.00
					Account Total	104.00
	Subscrip/Publications					
	NULINX INTERNATIONAL	00031	936059	318089	09/17/18	675.75
	NULINX INTERNATIONAL	00031	936059	318089	09/17/18	119.25
	NULINX INTERNATIONAL	00031	936060	318089	09/17/18	675.75
	NULINX INTERNATIONAL	00031	936060	318089	09/17/18	119.25
	NULINX INTERNATIONAL	00031	936061	318089	09/17/18	675.75
	NULINX INTERNATIONAL	00031	936061	318089	09/17/18	119.25
					Account Total	2,385.00
	Telephone					
	CENTURY LINK	00031	935320	317441	09/10/18	176.44
	CENTURY LINK	00031	935321	317441	09/10/18	355.80
	CENTURY LINK	00031	935322	317441	09/10/18	138.70
	CENTURY LINK	00031	936043	318089	09/17/18	172.51
	CENTURY LINK	00031	936044	318089	09/17/18	125.01
					Account Total	968.46
					Department Total	14,896.57

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					
	COLO FRAME & SUSPENSION	00019	935886	317985	09/14/18	23,954.83
	SHERMAN & HOWARD LLC	00019	935885	317985	09/14/18	8,636.19
					Account Total	32,591.02
					Department Total	32,591.02

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					
	ADVANCED URGENT CARE AND OCC M	00019	935610	317625	09/11/18	<u>505.00</u>
					Account Total	<u>505.00</u>
					Department Total	<u><u>505.00</u></u>

County of Adams
Vendor Payment Report

<u>1058</u>	<u>IT Network/Telecom</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	ISP Services					
	COMCAST BUSINESS	00001	935790	317905	09/13/18	2,100.00
					Account Total	2,100.00
	Telephone					
	TDS TELECOM	00001	935927	318009	09/14/18	843.27
	WINDSTREAM COMMUNICATIONS	00001	936317	318346	09/19/18	2,432.42
					Account Total	3,275.69
					Department Total	5,375.69

County of Adams
Vendor Payment Report

<u>1081</u>	<u>Long Range Strategic Planning</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	GREENLAND JOELLE	00001	935263	317320	08/30/18	<u>25.40</u>
					Account Total	<u>25.40</u>
					Department Total	<u><u>25.40</u></u>

County of Adams
Vendor Payment Report

<u>1130</u>	<u>MM&R-Painting and Caulking</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	SOUTHWESTERN PAINTING	00001	935753	317879	09/13/18	<u>9,997.00</u>
					Account Total	<u>9,997.00</u>
					Department Total	<u><u>9,997.00</u></u>

County of Adams
Vendor Payment Report

<u>6107</u>	<u>Open Space Projects</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00027	935686	317650	09/11/18	20.00
	UNITED POWER (UNION REA)	00027	935752	317879	09/13/18	93.74
					Account Total	<u>113.74</u>
					Department Total	<u><u>113.74</u></u>

County of Adams
Vendor Payment Report

<u>1111</u>	<u>Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8785	00001	936281	318331	08/28/18	101.68
	Energy Cap Bill ID=8791	00001	936282	318331	08/23/18	45.68
	Energy Cap Bill ID=8792	00001	936283	318331	08/23/18	50.36
	Energy Cap Bill ID=8793	00001	936284	318331	08/23/18	51.64
	Energy Cap Bill ID=8794	00001	936285	318331	08/23/18	58.24
	Energy Cap Bill ID=8796	00001	936286	318331	08/23/18	43.33
	Energy Cap Bill ID=8810	00001	936287	318331	08/23/18	101.27
					Account Total	452.20
					Department Total	452.20

County of Adams
Vendor Payment Report

<u>1015</u>	<u>People & Culture - Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Tuition Reimbursement					
	KONDOS ALEX S	00001	935781	317888	09/13/18	2,500.00
	LABRIE, THERON	00001	935783	317888	09/13/18	500.00
	MARTINEZ MIA	00001	935782	317888	09/13/18	1,890.00
					Account Total	<u>4,890.00</u>
					Department Total	<u><u>4,890.00</u></u>

County of Adams
Vendor Payment Report

<u>5011</u>	<u>PKS- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	REPUBLIC SERVICES #535	00001	935685	317650	09/11/18	<u>354.92</u>
					Account Total	<u>354.92</u>
					Department Total	<u><u>354.92</u></u>

County of Adams
Vendor Payment Report

<u>5017</u>	<u>PKS- Brantner Mine Lake Restrn</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	GMCO CORPORATION	00001	935352	317445	09/10/18	<u>2,555.00</u>
					Account Total	<u>2,555.00</u>
					Department Total	<u><u>2,555.00</u></u>

County of Adams
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair & Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Event Services					
	AIRGAS USA LLC	00001	935682	317650	09/11/18	122.43
					Account Total	122.43
	Fair Expenses-General					
	BERBEE LINDSEY	00001	934442	316478	08/29/18	300.00
	BONE ZANE	00001	935573	317606	09/11/18	400.00
	BONE ZANE	00001	935574	317606	09/11/18	650.00
	BRIGHT'N JAZZ	00001	935347	317445	09/10/18	100.00
	BRIGHT'N JAZZ	00001	935348	317445	09/10/18	350.00
	CAPPS MEGAN	00001	934443	316478	08/29/18	100.00
	COLO STATE UNIVERSITY	00001	935259	317297	09/07/18	805.00
	ML FIBERARTS LLC	00001	935572	317606	09/11/18	150.00
	SYSCO DENVER	00001	935625	317628	09/11/18	76.40
	SYSCO DENVER	00001	935626	317628	09/11/18	8,558.91
	SYSCO DENVER	00001	935627	317628	09/11/18	935.10
	VONFELDT AUTUMN	00001	935260	317297	09/07/18	100.00
					Account Total	12,525.41
	Regional Park Rentals					
	ANDERSON NICHELLE	00001	935638	317633	09/11/18	75.00
	CALDERA CAROLINA	00001	935349	317445	09/10/18	75.00
	CARRITHERS JOLENE	00001	935639	317633	09/11/18	100.00
	CONTINENTAL SAUSAGE	00001	935350	317445	09/10/18	75.00
	GAMEZ KAREN	00001	935640	317633	09/11/18	75.00
	HALLORAN TIM	00001	935353	317445	09/10/18	75.00
	HERNANDEZ XOCHITI	00001	935704	317747	09/12/18	400.00
	JABARI HOWRIE	00001	935641	317633	09/11/18	75.00
	KLING MICKEY	00001	935642	317633	09/11/18	75.00
	MADRID ORALIA	00001	935644	317633	09/11/18	75.00
	MARTINEZ OFELIA	00001	935645	317633	09/11/18	75.00
	MARTINEZ ROSA	00001	935646	317633	09/11/18	400.00
	OLSCHEFSKI KRISTINA	00001	935647	317633	09/11/18	75.00
	ORONA RAUL	00001	935648	317633	09/11/18	650.00
	PEREZ MARIA	00001	935705	317747	09/12/18	1,700.00
	RAMOS MARIA	00001	935649	317633	09/11/18	400.00
	SANCHEZ JAYLENE	00001	935650	317633	09/11/18	75.00

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>
	SANCHEZ MARCELO	00001	935651	317633	09/11/18	75.00
	SAYLER KIM	00001	935354	317445	09/10/18	75.00
	SMITH RANDY	00001	935652	317633	09/11/18	150.00
	SPORT DOBERMAN CLUB OF COLORAD	00001	935653	317633	09/11/18	75.00
	TEJADA LIVIER	00001	935643	317633	09/11/18	75.00
	YANEZ NOELIA	00001	935706	317747	09/12/18	650.00
					Account Total	5,575.00
	Software and Licensing					
	EVENTPRO SOFTWARE	00001	935351	317445	09/10/18	3,488.28
					Account Total	3,488.28
	Special Events					
	COX COURTNEY	00001	935787	317895	09/13/18	198.00
	VOSSLER CASANDRA	00001	935788	317895	09/13/18	198.00
					Account Total	396.00
					Department Total	22,107.12

County of Adams
Vendor Payment Report

<u>5012</u>	<u>PKS- Regional Complex</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	CINTAS FIRST AID & SAFETY	00001	935683	317650	09/11/18	<u>287.99</u>
					Account Total	<u>287.99</u>
					Department Total	<u><u>287.99</u></u>

County of Adams
Vendor Payment Report

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	935355	317445	09/10/18	69.88
	XCEL ENERGY	00001	935689	317650	09/11/18	10.18
	XCEL ENERGY	00001	935690	317650	09/11/18	157.12
					Account Total	237.18
	Mileage Reimbursements					
	CLARK AARON	00001	935684	317650	09/11/18	185.74
					Account Total	185.74
	Water/Sewer/Sanitation					
	UNITED SITE SERVICES	00001	935687	317650	09/11/18	361.94
	UNITED SITE SERVICES	00001	935688	317650	09/11/18	186.57
					Account Total	548.51
					Department Total	971.43

County of Adams
Vendor Payment Report

<u>1089</u>	<u>PLN- Boards & Commissions</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	BUZEK, VINCE	00001	935888	317990	09/14/18	65.00
	DOMENICO JOSEPH	00001	935894	317990	09/14/18	65.00
	FOREST SEAN	00001	935890	317990	09/14/18	65.00
	GARNER, ROSIE	00001	935891	317990	09/14/18	65.00
	HERRERA, AARON	00001	935889	317990	09/14/18	65.00
	LACRUE MATTHEW D	00001	935881	317987	09/14/18	65.00
	PLAKORUS DAVID	00001	935892	317990	09/14/18	65.00
	REIGENBORN, RICHARD A	00001	935882	317987	09/14/18	65.00
	RICHARDSON SHARON	00001	935893	317990	09/14/18	65.00
	THOMPSON GREGORY PAUL	00001	935887	317990	09/14/18	65.00
	TONSAGER DENNIS	00001	935883	317987	09/14/18	65.00
	WOLFE SANDRA KAY	00001	935884	317987	09/14/18	65.00
					Account Total	780.00
					Department Total	780.00

County of Adams
Vendor Payment Report

<u>1082</u>	<u>PLN- Development Review</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Zoning & Subdivision					
	LT ENVIORNMENTAL INC	00001	935578	317320	09/11/18	<u>500.00</u>
					Account Total	<u>500.00</u>
					Department Total	<u><u>500.00</u></u>

County of Adams
Vendor Payment Report

<u>1038</u>	<u>Regional Affairs</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ZAMORA REBECCA	00001	935789	317904	09/13/18	36.52
					Account Total	36.52
	Special Events					
	WOBBEKIND RICHARD	00001	936311	318343	09/19/18	1,000.00
					Account Total	1,000.00
					Department Total	<u>1,036.52</u>

County of Adams
Vendor Payment Report

13	Road & Bridge Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	ALLIED RECYCLED AGGREGATES	00013	935865	317985	09/14/18	22,531.86
	BFI TOWER ROAD LANDFILL	00013	935863	317985	09/14/18	750.75
	BFI TOWER ROAD LANDFILL	00013	935864	317985	09/14/18	3,237.40
	BRANNAN SAND & GRAVEL COMPANY	00013	935866	317985	09/14/18	137.74
	BRANNAN SAND & GRAVEL COMPANY	00013	935867	317985	09/14/18	172.38
	BRANNAN SAND & GRAVEL COMPANY	00013	935868	317985	09/14/18	768.34
	BRANNAN SAND & GRAVEL COMPANY	00013	935869	317985	09/14/18	414.51
	BRANNAN SAND & GRAVEL COMPANY	00013	935870	317985	09/14/18	590.81
	BRANNAN SAND & GRAVEL COMPANY	00013	935871	317985	09/14/18	583.84
	BRANNAN SAND & GRAVEL COMPANY	00013	935872	317985	09/14/18	585.48
	GMCO CORPORATION	00013	935873	317985	09/14/18	23,360.00
	INDEPENDENT SALT CO	00013	935874	317985	09/14/18	40,072.32
	W L CONTRACTORS INC	00013	935862	317985	09/14/18	152.02
	W L CONTRACTORS INC	00013	935862	317985	09/14/18	8,186.38
					Account Total	101,543.83
					Department Total	101,543.83

County of Adams
Vendor Payment Report

<u>97975</u>	<u>RESEA Program-FY16</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	ADAMS COUNTY HUMAN SERVICES	00035	935699	317741	09/12/18	<u>35.25</u>
					Account Total	<u>35.25</u>
					Department Total	<u><u>35.25</u></u>

County of Adams
Vendor Payment Report

<u>2092</u>	<u>Sheriff Flatrock</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Minor Equipment					
	ZEBRA MATS	00050	935677	317637	09/11/18	9,140.00
					Account Total	9,140.00
	Operating Supplies					
	ENTRAVISION COMMUNICATIONS	00050	935213	317258	09/07/18	500.00
					Account Total	500.00
					Department Total	9,640.00

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	935820	317923	09/13/18	<u>11,204.00</u>
					Account Total	<u>11,204.00</u>
					Department Total	<u><u>11,204.00</u></u>

County of Adams
Vendor Payment Report

<u>2004</u>	<u>Sheriff Training</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	SHRED IT USA LLC	00001	935254	317258	09/07/18	<u>86.52</u>
					Account Total	<u>86.52</u>
					Department Total	<u><u>86.52</u></u>

County of Adams
Vendor Payment Report

<u>2008</u>	<u>SHF - Training Academy</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	ARAMARK REFRESHMENT SERVICES	00001	935164	317258	09/07/18	<u>219.60</u>
					Account Total	<u>219.60</u>
					Department Total	<u><u>219.60</u></u>

County of Adams
Vendor Payment Report

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Books					
	NATL PUBLIC SAFETY INFORMATION	00001	935246	317258	09/07/18	298.00
					Account Total	298.00
	Operating Supplies					
	ARAMARK REFRESHMENT SERVICES	00001	935164	317258	09/07/18	805.80
	DEEP ROCK	00001	935203	317258	09/07/18	154.65
	ENTRAVISION COMMUNICATIONS	00001	935213	317258	09/07/18	500.00
	E470 PUBLIC HIGHWAY AUTHORITY	00001	935216	317258	09/07/18	7.80
	SAMS CLUB	00001	935250	317258	09/07/18	551.65
					Account Total	2,019.90
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	935197	317258	09/07/18	305.00
	LADWIG MICHAEL V MD PC	00001	935265	317321	09/07/18	120.00
	POINT SPORTS/ERGOMED	00001	935674	317637	09/11/18	180.00
	SHRED IT USA LLC	00001	935252	317258	09/07/18	100.00
					Account Total	705.00
	Travel & Transportation					
	KLUTH MARK	00001	935220	317258	09/07/18	66.00
					Account Total	66.00
	Uniforms & Cleaning					
	TAILORED TEEZ LLC	00001	935267	317321	09/07/18	8,369.93
					Account Total	8,369.93
					Department Total	<u>11,458.83</u>

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					
	ANDERSON, JAMES G PC	00001	935964	318024	09/14/18	19.00
	ARZOLA CORRINA	00001	936000	318024	09/14/18	19.00
	BALL FRANK J	00001	935965	318024	09/14/18	19.00
	CARRINGTON DOUG AND SANDRA	00001	935955	318024	09/14/18	19.00
	CREDIT SERVICE COMPANY, INC	00001	935966	318024	09/14/18	19.00
	CREDIT SERVICE COMPANY, INC	00001	935967	318024	09/14/18	19.00
	DELCOUR SUSAN	00001	935992	318024	09/14/18	19.00
	EL PASO COUNTY CHILD SUPPORT	00001	935959	318024	09/14/18	19.00
	EZ MESSENGER	00001	936023	318024	09/14/18	19.00
	FALL RIVER AND OGLALA LAKOTA C	00001	936005	318024	09/14/18	19.00
	FICK DANNY	00001	936004	318024	09/14/18	66.00
	FRANCY LAW FIRM	00001	935958	318024	09/14/18	19.00
	FRANCY LAW FIRM	00001	935968	318024	09/14/18	19.00
	FRANCY LAW FIRM	00001	935990	318024	09/14/18	19.00
	FRIEDENTAG PERRY	00001	935989	318024	09/14/18	66.00
	GILL COOKS JANET	00001	936019	318024	09/14/18	19.00
	HALSTEAD LAW	00001	935969	318024	09/14/18	66.00
	HART CHRISTOPHER	00001	935998	318024	09/14/18	19.00
	HENSLEIGH GERDA	00001	936001	318024	09/14/18	19.00
	HINDMANSANCHEZ	00001	935970	318024	09/14/18	19.00
	HOLST AND BOETTCHER	00001	935956	318024	09/14/18	19.00
	HOLST AND BOETTCHER	00001	935971	318024	09/14/18	19.00
	HOLST AND BOETTCHER	00001	935972	318024	09/14/18	16.00
	JUSTICE AND MERCY LEGAL AID CL	00001	935973	318024	09/14/18	19.00
	KOHL CAITLIN ROSE	00001	936017	318024	09/14/18	19.00
	LITTLE BRIAN WAYNE	00001	936006	318024	09/14/18	66.00
	MACHOL & JOHANNES, LLC	00001	935974	318024	09/14/18	19.00
	MACHOL & JOHANNES, LLC	00001	935975	318024	09/14/18	19.00
	MARING WILLIAMS LAW OFFICE	00001	936007	318024	09/14/18	19.00
	MCLAUGHLIN SAMANTHA JEAN	00001	935993	318024	09/14/18	19.00
	MENDOZA MARIA	00001	936008	318024	09/14/18	19.00
	METRO COLLECTION SERVICE INC.	00001	935963	318024	09/14/18	19.00
	MIDLAND FUNDING LLC	00001	935954	318024	09/14/18	19.00
	MIDLAND FUNDING LLC	00001	935976	318024	09/14/18	19.00
	MIDLAND FUNDING LLC	00001	935977	318024	09/14/18	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>
	MIDLAND FUNDING LLC	00001	935978	318024	09/14/18	19.00
	MIDLAND FUNDING LLC	00001	935979	318024	09/14/18	19.00
	MIDLAND FUNDING LLC	00001	935980	318024	09/14/18	19.00
	MONTANO GARY STEVEN	00001	936002	318024	09/14/18	19.00
	MOORE LAW GROUP APC	00001	935987	318024	09/14/18	15.00
	MOORE LAW GROUP APC	00001	935988	318024	09/14/18	19.00
	MORGAN JENETTE	00001	936024	318024	09/14/18	19.00
	MOUNTAIN WEST LAW GROUP, P.C.	00001	935981	318024	09/14/18	19.00
	MOUNTAIN WEST LAW GROUP, P.C.	00001	935982	318024	09/14/18	19.00
	NAMKHAINYAM KHULGEN	00001	936009	318024	09/14/18	19.00
	ORTIZ NARANJO JERILYN	00001	936022	318024	09/14/18	55.00
	PERDUE BRANDON FIELDER COLLINS	00001	935983	318024	09/14/18	19.00
	PIP PRINTING SOLUTIONS	00001	935995	318024	09/14/18	19.00
	PITTENGER LAW GROUP	00001	936003	318024	09/14/18	16.00
	PRIVATE SOLUTIONS	00001	936018	318024	09/14/18	2.50
	PROVEST LITIGATION SERVICES	00001	935984	318024	09/14/18	19.00
	RAEL SAMUEL ALBERT	00001	936010	318024	09/14/18	19.00
	ROBINSON AND HENRY	00001	935985	318024	09/14/18	66.00
	ROBINSON ROBYN	00001	936020	318024	09/14/18	19.00
	ROBISON ELIZABETH	00001	935996	318024	09/14/18	19.00
	RODRIGUEZ SANCHEZ MARIA INES	00001	936011	318024	09/14/18	66.00
	ROUCH JESSICA ANN	00001	936021	318024	09/14/18	19.00
	SANTOS JEFFERY AUGUST	00001	936012	318024	09/14/18	66.00
	SIMON HARRY L	00001	935960	318024	09/14/18	19.00
	SIMON HARRY L	00001	935961	318024	09/14/18	19.00
	SPIRIT PROPERTIES LLC	00001	936013	318024	09/14/18	66.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	935986	318024	09/14/18	19.00
	STILLINGS CHARLES	00001	935994	318024	09/14/18	19.00
	TEKLE REBECCA KIFLE	00001	935997	318024	09/14/18	19.00
	THEIS JOE	00001	935957	318024	09/14/18	66.00
	VARGO MYERS JANSON PC	00001	935962	318024	09/14/18	19.00
	VERONICA REYES ESQ	00001	935999	318024	09/14/18	19.00
	WINSLOW JAIME	00001	936014	318024	09/14/18	19.00
	WOOD VICKIE LYNN	00001	936015	318024	09/14/18	19.00
	ZIONS FIRST NATIONAL BANK	00001	936016	318024	09/14/18	19.00
					Account Total	1,762.50

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>
					Department Total	<u><u>1,762.50</u></u>

County of Adams
Vendor Payment Report

<u>2075</u>	<u>SHF- Commissary Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	CENTURY LINK	00001	935191	317258	09/07/18	<u>205.39</u>
					Account Total	<u>205.39</u>
					Department Total	<u><u>205.39</u></u>

County of Adams
Vendor Payment Report

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	SAMS CLUB	00001	935250	317258	09/07/18	180.22
					Account Total	180.22
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	935242	317258	09/07/18	168.10
					Account Total	168.10
	Medical Services					
	CENTURA HEALTH	00001	935184	317258	09/07/18	300.00
	DENVER HEALTH & HOSPITAL AUTHO	00001	935204	317258	09/07/18	680.00
					Account Total	980.00
	Operating Supplies					
	E470 PUBLIC HIGHWAY AUTHORITY	00001	935216	317258	09/07/18	11.70
					Account Total	11.70
	Other Communications					
	CENTURY LINK	00001	935187	317258	09/07/18	88.99
					Account Total	88.99
	Other Professional Serv					
	SHRED IT USA LLC	00001	935253	317258	09/07/18	30.00
					Account Total	30.00
	Postage & Freight					
	U S POSTMASTER	00001	935255	317258	09/07/18	900.00
					Account Total	900.00
					Department Total	2,359.01

County of Adams
Vendor Payment Report

<u>2071</u>	<u>SHF- Detention Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	COMMERCIAL VEHICLE TRAINING CE	00001	935193	317258	09/07/18	1,332.15
					Account Total	1,332.15
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	935242	317258	09/07/18	276.34
					Account Total	276.34
	Medical Services					
	ROSE MEDICAL CENTER	00001	935248	317258	09/07/18	340.46
					Account Total	340.46
	Operating Supplies					
	COMMUNITY REACH CENTER	00001	935673	317637	09/11/18	30.19
	E470 PUBLIC HIGHWAY AUTHORITY	00001	935216	317258	09/07/18	76.80
					Account Total	106.99
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	935197	317258	09/07/18	935.00
					Account Total	935.00
	Postage & Freight					
	U S POSTMASTER	00001	935255	317258	09/07/18	100.00
					Account Total	100.00
					Department Total	<u>3,090.94</u>

County of Adams
Vendor Payment Report

<u>2010</u>	<u>SHF- MIS Unit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	CENTURY LINK	00001	935192	317258	09/07/18	<u>90.95</u>
					Account Total	<u>90.95</u>
					Department Total	<u><u>90.95</u></u>

County of Adams
Vendor Payment Report

<u>2017</u>	<u>SHF- Patrol Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	COMMERCIAL VEHICLE TRAINING CE	00001	935193	317258	09/07/18	532.85
	K9BITEDR.LLC	00001	935264	317321	09/07/18	475.00
	VIGILANCE PROJECT LLC	00001	935268	317321	09/07/18	250.00
					Account Total	1,257.85
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	935242	317258	09/07/18	52.48
					Account Total	52.48
	Operating Supplies					
	E470 PUBLIC HIGHWAY AUTHORITY	00001	935216	317258	09/07/18	10.40
					Account Total	10.40
	Other Professional Serv					
	BAILEY BRENT	00001	935181	317258	09/07/18	1,147.50
	RAPP, ANNE	00001	935247	317258	09/07/18	340.00
	SHRED IT USA LLC	00001	935253	317258	09/07/18	30.00
					Account Total	1,517.50
	Special Events					
	SAMS CLUB	00001	935250	317258	09/07/18	438.39
					Account Total	438.39
	Travel & Transportation					
	AUSTIN IAN M	00001	935672	317637	09/11/18	30.00
	GREGORY PAUL C	00001	935675	317637	09/11/18	246.00
					Account Total	276.00
					Department Total	3,552.62

County of Adams
Vendor Payment Report

<u>2018</u>	<u>SHF- Records/Warrants Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Extraditions					
	AVIS RENT A CAR SYSTEM INC	00001	935172	317258	09/07/18	91.23
	AVIS RENT A CAR SYSTEM INC	00001	935173	317258	09/07/18	98.45
	AVIS RENT A CAR SYSTEM INC	00001	935177	317258	09/07/18	93.84
	AVIS RENT A CAR SYSTEM INC	00001	935178	317258	09/07/18	40.99
	AVIS RENT A CAR SYSTEM INC	00001	935179	317258	09/07/18	107.04
	AVIS RENT A CAR SYSTEM INC	00001	935180	317258	09/07/18	21.85
	AVIS RENT A CAR SYSTEM INC	00001	935165	317258	09/07/18	67.27
	AVIS RENT A CAR SYSTEM INC	00001	935166	317258	09/07/18	99.39
	AVIS RENT A CAR SYSTEM INC	00001	935167	317258	09/07/18	63.70
	AVIS RENT A CAR SYSTEM INC	00001	935168	317258	09/07/18	98.22
	AVIS RENT A CAR SYSTEM INC	00001	935170	317258	09/07/18	125.52
	WORLD CONNECTIONS TRAVEL	00001	935256	317258	09/07/18	3,240.00
	WORLD CONNECTIONS TRAVEL	00001	935257	317258	09/07/18	1,967.80
	WORLD CONNECTIONS TRAVEL	00001	935258	317258	09/07/18	1,356.00
					Account Total	<u>7,471.30</u>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	935242	317258	09/07/18	7.38
					Account Total	<u>7.38</u>
					Department Total	<u><u>7,478.68</u></u>

County of Adams
Vendor Payment Report

<u>2005</u>	<u>SHF- TAC Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	ROBBINS MICHAEL A	00001	935676	317637	09/11/18	18.54
					Account Total	18.54
	Other Professional Serv					
	NORTHGLENN AMBULANCE	00001	935243	317258	09/07/18	241.50
					Account Total	241.50
					Department Total	<u>260.04</u>

County of Adams
Vendor Payment Report

<u>3011</u>	<u>Transportation Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	MAXWELL JEFFERY	00013	935934	318018	09/14/18	<u>212.00</u>
					Account Total	<u>212.00</u>
					Department Total	<u><u>212.00</u></u>

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					
	BISSETT EVETTE K	00013	936089	318105	09/17/18	627.00
	COVARRUBIAS MANUEL PHILIP	00013	936094	318105	09/17/18	1,090.00
	LE THUY	00013	936090	318105	09/17/18	2,245.00
	MEDINA HERRERA JORGE ISAAC	00013	936093	318105	09/17/18	1,575.00
	MINH LE EMILY	00013	936092	318105	09/17/18	3,235.00
	SANTIZO MORALES PEDRO	00013	936091	318105	09/17/18	798.00
	WAREHAM ERIK RYAN	00013	936082	318102	09/17/18	561.00
	20 CORTEZ ST LLC	00013	935933	318015	09/14/18	1,405.00
					Account Total	11,536.00
					Department Total	11,536.00

County of Adams
Vendor Payment Report

<u>3055</u>	<u>Transportation Streets Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00013	936025	318088	09/17/18	36.00
	UNITED POWER (UNION REA)	00013	936026	318088	09/17/18	34.00
	UNITED POWER (UNION REA)	00013	936027	318088	09/17/18	77.67
	UNITED POWER (UNION REA)	00013	936028	318088	09/17/18	128.27
	UNITED POWER (UNION REA)	00013	936029	318088	09/17/18	34.59
	UNITED POWER (UNION REA)	00013	936030	318088	09/17/18	94.84
	UNITED POWER (UNION REA)	00013	936031	318088	09/17/18	16.50
	UNITED POWER (UNION REA)	00013	936032	318088	09/17/18	48.84
	UNITED POWER (UNION REA)	00013	936033	318088	09/17/18	48.84
	UNITED POWER (UNION REA)	00013	936034	318088	09/17/18	23.16
	UNITED POWER (UNION REA)	00013	936035	318088	09/17/18	16.50
	UNITED POWER (UNION REA)	00013	936036	318088	09/17/18	33.00
	UNITED POWER (UNION REA)	00013	936037	318088	09/17/18	16.50
	UNITED POWER (UNION REA)	00013	936038	318088	09/17/18	115.59
	UNITED POWER (UNION REA)	00013	936039	318088	09/17/18	33.00
	UNITED POWER (UNION REA)	00013	936040	318088	09/17/18	88.49
	UNITED POWER (UNION REA)	00013	936041	318088	09/17/18	20.00
	XCEL ENERGY	00013	935735	317780	09/12/18	27,189.99
	XCEL ENERGY	00013	935736	317780	09/12/18	4,285.30
	XCEL ENERGY	00013	935737	317780	09/12/18	122.60
	XCEL ENERGY	00013	935738	317780	09/12/18	49.23
	XCEL ENERGY	00013	935739	317780	09/12/18	96.66
	XCEL ENERGY	00013	935740	317780	09/12/18	111.48
	XCEL ENERGY	00013	935741	317780	09/12/18	219.36
	XCEL ENERGY	00013	935742	317780	09/12/18	233.16
	XCEL ENERGY	00013	935743	317780	09/12/18	55.66
					Account Total	33,229.23
					Department Total	33,229.23

County of Adams
Vendor Payment Report

<u>25</u>	<u>Waste Management Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	B & B ENVIRONMENTAL SAFETY INC	00025	935877	317985	09/14/18	6,232.28
	METECH RECYCLING	00025	935878	317985	09/14/18	11,668.88
	QUANTUM WATER CONSULTING	00025	935879	317985	09/14/18	47,735.55
					Account Total	65,636.71
					Department Total	65,636.71

County of Adams
Vendor Payment Report

<u>97500</u>	<u>WIOA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Incentives					
	BARRERAS VANESSA	00035	936220	318160	09/18/18	25.00
	CRUMBY ALEXANDRA	00035	935692	317741	09/12/18	25.00
	CRUMBY ALEXANDRA	00035	935693	317741	09/12/18	40.00
	GOMEZ FABIAN	00035	935694	317741	09/12/18	80.00
	GUTIERREZ ISAAC	00035	935695	317741	09/12/18	80.00
	HILL TERA	00035	935702	317741	09/12/18	60.00
	LIBERTI-RAMIREZ ARYANNA	00035	936223	318160	09/18/18	20.00
	MEDINA JAZLYN	00035	935696	317741	09/12/18	50.00
	TRUJILLO DEAN	00035	935697	317741	09/12/18	20.00
	VIGIL SHYLA	00035	935698	317741	09/12/18	50.00
	YOHE BRITTANY	00035	936234	318160	09/18/18	80.00
					Account Total	530.00
					Department Total	530.00

County of Adams
Vendor Payment Report

<u>99200</u>	<u>10% Discretionary Grant (CIMS)</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Printing External					
	COPYCO QUALITY PRINTING INC	00035	935700	317741	09/12/18	359.82
	COPYCO QUALITY PRINTING INC	00035	935701	317741	09/12/18	159.92
					Account Total	<u>519.74</u>
					Department Total	<u><u>519.74</u></u>

County of Adams
Vendor Payment Report

Grand Total 1,186,187.98

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, SEPTEMBER 18, 2018**

1. ROLL CALL (09:27 AM)

Present: Charles "Chaz" Tedesco Steve O'Dorisio and Eva J. Henry

Excused: Erik Hansen and Mary Hodge

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. 18-754 Adams County Human Services Project Merit Award in the ENR 2018 Best Project for Government / Public Building

5. PUBLIC COMMENT (09:46 AM)

A. Citizen Communication (09:46 AM)

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

B. Elected Officials' Communication (09:46 AM)

6. CONSENT CALENDAR (09:48 AM)

A. 18-861 List of Expenditures Under the Dates of September 3-7, 2018

B. 18-864 Minutes of the Commissioners' Proceedings from September 11, 2018

C. 18-813 Resolution Authorizing the Acquisition of Property Interests Necessary for the Construction of Improvements for the Lowell Boulevard Improvements Project - Clear Creek to West 62nd Avenue (File approved by ELT)

D. 18-829 Resolution Approving Right-of-Way Agreement between Adams County and Robert E. Johansen and Melody K. Johansen, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)

E. 18-830 Resolution Approving Right-of-Way Agreement between Adams County and Carol K. Brethauer, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)

F. 18-831 Resolution Approving Right-of-Way Agreement between Adams County and Melissa D. Garcia, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)

G. 18-832 Resolution Approving Right-of-Way Agreement between Adams County and Carlos De Anda, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)

H. 18-833 Resolution Approving Right-of-Way Agreement between Adams County and David J. Gaitan, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)

- I. 18-834 Resolution Approving Right-of-Way Agreement between Adams County and Jorge A. Gallegos and Aurora Fontes, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
- J. 18-835 Resolution Approving Right-of-Way Agreement between Adams County and Griffin Huff Kelley, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
- K. 18-844 Resolution Accepting Warranty Deed Conveying Property from Vaquero Strasburg Partners, LP, to Adams County for the Dedication of Road Right-of-Way for East Colfax Avenue (File approved by ELT)
- L. 18-845 Resolution Accepting a Permanent Drainage Easement from Vaquero Strasburg Partners, LP, to Adams County for Storm Water Drainage Purposes (File approved by ELT)
- M. 18-846 Resolution Accepting Warranty Deed Conveying Property from BLPJ Enterprises, LLC, to Adams County for the Dedication of Road Right-of-Way (File approved by ELT)
- N. 18-847 Resolution Approving Encroachment Agreement between Adams County and Mapleton Public Schools, for Improvements in County Right-of-Way (File approved by ELT)
- O. 18-855 Resolution Approving Special Warranty Deed to Rocky Mountain Prestress for 5855 Pecos Street and Authorizing Facilities & Fleet Management to Execute Closing Documents (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 (09:48 AM)

A. COUNTY MANAGER (09:48 AM)

- 1. 18-840 Resolution Approving Amendment Two to the Agreement between Adams County and Kutak Rock, LLP, for Bond Counsel Services (File approved by ELT) (09:48 AM)
Motion to Approve 1. 18-840 Resolution Approving Amendment Two to the Agreement between Adams County and Kutak Rock, LLP, for Bond Counsel Services (File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.
- 2. 18-806 Resolution Approving Amendment Four to the Agreement between Adams County and Denver Children's Advocacy Center for Mental Health Consultation Services (File approved by ELT) (09:50 AM)
Motion to Approve 2. 18-806 Resolution Approving Amendment Four to the Agreement between Adams County and Denver Children's Advocacy Center for Mental Health Consultation Services (File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.
- 3. 18-842 Resolution Approving Amendment Two to the Agreement between Adams County and B&B Environmental Safety Inc., for Environmental Safety Consulting Services (File approved by ELT) (09:52 AM)
Motion to Approve 3. 18-842 Resolution Approving Amendment Two to the Agreement between Adams County and B&B Environmental Safety Inc., for Environmental Safety Consulting Services (File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.
- 4. 18-848 Resolution Approving Change Order One to the Agreement between Adams County and Martin Marietta Materials Inc., for Roadway Improvement Construction Services on Hayesmount Road (File approved by ELT) (09:54 AM)
Motion to Approve 4. 18-848 Resolution Approving Change Order One to the Agreement between Adams County and Martin Marietta Materials Inc., for Roadway Improvement Construction Services on Hayesmount Road (File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.

5. 18-849 Resolution Approving Change Order One to the Agreement between Adams County and Villalobos Concrete Inc., for Construction Services for the 2018 Berkeley Sidewalk Project (File approved by ELT) (09:56 AM)

Motion to Approve 5. 18-849 Resolution Approving Change Order One to the Agreement between Adams County and Villalobos Concrete Inc., for Construction Services for the 2018 Berkeley Sidewalk Project (File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.

B. COUNTY ATTORNEY (09:57 AM)

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Building Code Enforcement for Rocky Mountain Synod (09:57 AM)

Motion to Approve 8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Building Code Enforcement for Rocky Mountain Synod Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

9. LAND USE HEARINGS (09:58 AM)

A. Cases to be Heard (09:58 AM)

1. 18-790 Phoenix, LLC's Appeal of Denial of Exclusion from Eagle Shadow Metropolitan District and Todd Creek Village Park and Recreation District (File approved by ELT) (09:58 AM)

Motion to Approve to continue 1. 18-790 Phoenix, LLC's Appeal of Denial of Exclusion from Eagle Shadow Metropolitan District and Todd Creek Village Park and Recreation District to December 4, 2018 (File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.

10. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 2nd, 2018
SUBJECT: Resolution approving quit claim deed from Adams County to the City of Thornton for street right-of-way
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the relinquishment of right-of-way by quit claim deed.

BACKGROUND:

The City of Thornton is requesting a small portion of tract of land dedicated to Adams County for a street widening project of East 144th Avenue. Adams County acquired the tract for trail purposes by means of the Wadley Farms Subdivision Second Filing plat. This right-of-way is located in the Northeast Quarter of Section 23, Township 1 South, Range 68 West of the 6th Principal Meridian. The attached resolution will allow the County to approve the relinquishment of the right-of-way by quit claim deed.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works and Office of the County Attorney

ATTACHED DOCUMENTS:

Draft resolution
Quit Claim deed.

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

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

**RESOLUTION APPROVING QUIT CLAIM DEED
FROM ADAMS COUNTY TO THE CITY OF THORNTON
FOR STREET RIGHT-OF-WAY**

Resolution 2018-

WHEREAS, Adams County (“County”) owns, in fee, a tract of land within Wadley Farms Subdivision Second Filing located in the Northeast Quarter of Section 23, Township 1 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, said tract was dedicated to the County for trail purposes; and,

WHEREAS, the City of Thornton (“City”) is requiring a 25 foot wide portion (“Parcel”) of said tract for infrastructure improvements to East 144th Avenue; and,

WHEREAS, the City wishes to obtain any interests that the County may have in said Parcel; and,

WHEREAS, the City has requested that the County execute a quit claim deed to the City for any property interests the County may have in a portion of said parcel.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Quit Claim Deed from Adams County to the City of Thornton, attached hereto and incorporated hereby this reference, is hereby approved.

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

QUIT CLAIM DEED

THIS DEED is made this _____ day of _____ 201____, between Adams County, a Political Subdivision of the State of Colorado, Grantor, located at 4430 S. Adams County Parkway, Brighton, Colorado, 80601, and the City of Thornton, a Colorado home rule municipal corporation, Grantee, whose legal address is 9500 Civic Center Drive, Thornton, Colorado 80229.

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto Grantee, its successors and assigns, for right-of-way purposes, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, the property situate, lying and being in the County of Adams and State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use and benefit of the Grantee.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

ATTEST:
STAN MARTIN,
CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

BY:

Chair

APPROVED AS TO FORM:

Adams County Attorney's Office

EXHIBIT A
EAST 144TH AVENUE
PARCEL NO. 2
CIP 17-144
SHEET 1 OF 2

LAND DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING A PORTION OF THE 50 FOOT PIPELINE AND TRAIL EASEMENT PER WADLEY FARMS SUBDIVISION – SECOND FILING, RECORDED AT FILE NO. 14, MAP NO. 334, RECEPTION NO. B076245, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 23, THENCE ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 23, N89°59'43"E A DISTANCE OF 131.73 FEET; THENCE S00°00'17"W A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST 144TH AVENUE AND THE NORTHERLY LINE OF SAID 50 FOOT PIPELINE AND TRAIL EASEMENT SAID POINT BEING THE POINT OF BEGINNING;
THENCE ALONG SAID SOUTHERLY AND NORTHERLY LINE, S89°59'43"E A DISTANCE OF 56.04 FEET TO A POINT ON THE EASTERLY OF SAID 50 FOOT EASEMENT; THENCE ALONG SAID EASTERLY LINE, S26°51'11"W A DISTANCE OF 28.02 FEET; THENCE ALONG A LINE 25 FOOT SOUTHERLY OF AND PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY LINE, N89°59'43"W A DISTANCE OF 56.04 FEET TO A POINT ON THE WESTERLY LINE OF SAID 50 FOOT EASEMENT; THENCE ALONG SAID WESTERLY LINE, N26°51'11"E A DISTANCE OF 28.02 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.032 ACRES OR 1,401 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN ASSUMED TO BEAR N89°57'43"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #37946 AT THE NORTHWEST CORNER AND A FOUND 2-1/2" ALUMINUM CAP IN RANGE BOX PLS #30462 AT THE NORTH QUARTER CORNER.

PREPARED BY SCOTT A. AREHART, PLS
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
FEBRUARY 19, 2018
REV. APRIL 04, 2018
REV. JULY 18, 2018

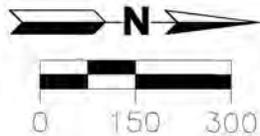
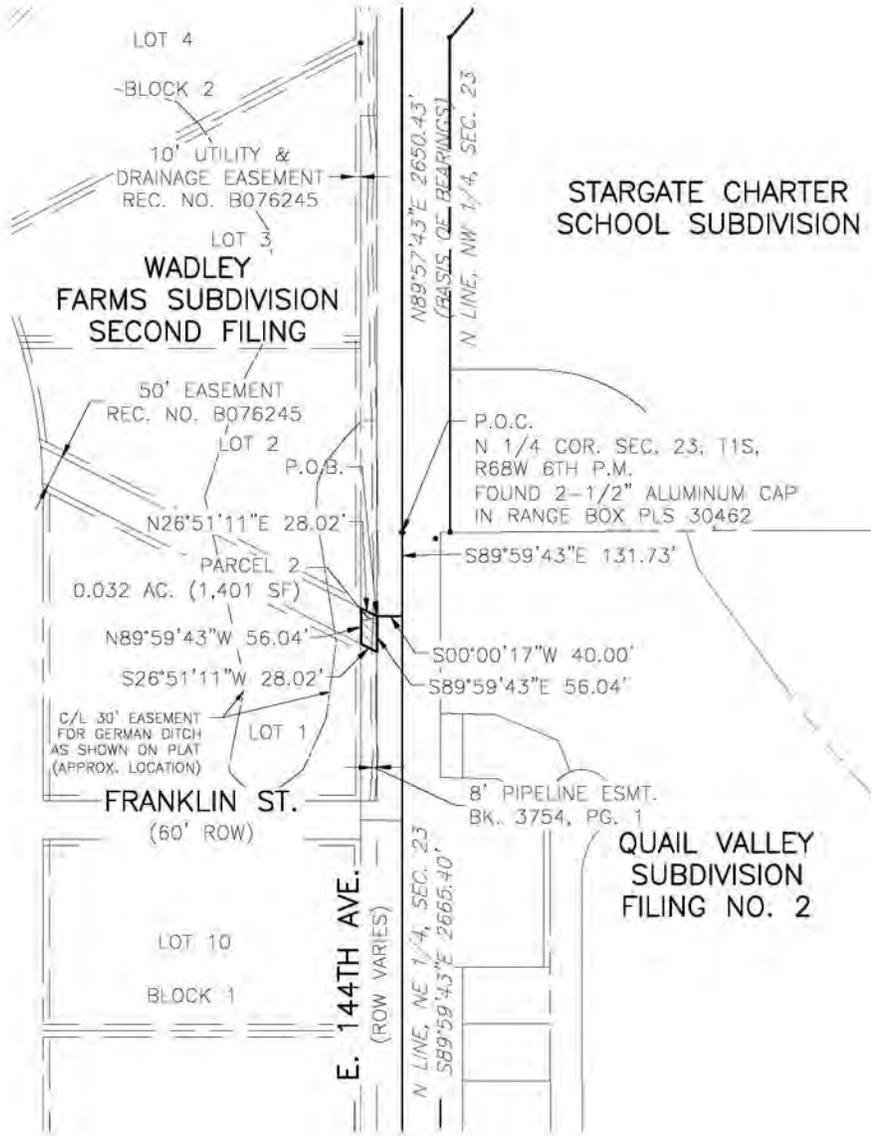


EXHIBIT A

EAST 144TH AVENUE

PARCEL NO. 2

SHEET 2 OF 2



SCALE: 1"=300'
ALL DIMENSIONS ARE
U.S. SURVEY FEET

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS ONLY TO DEPICT THE ATTACHED DESCRIPTION



ADAMS COUNTY PARCEL NO. 0157323004025

REV. JULY 18, 2018

REV. APRIL 04, 2018

CIP 17-144

FEBRUARY 19, 2018

M MARTIN/MARTIN
CONSULTING ENGINEERS

12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215
303.431.6100 MARTINMARTIN.COM



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 2, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Patricia Ortiz and Madeline Parra, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Patricia Ortiz and Madeline Parra for dedication of road right-of-way for \$774.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement.

FISCAL IMPACT:

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

Fund: 13
Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$1,000,000</u></u>

New FTEs requested: **YES** **NO**

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

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS
COUNTY AND PATRICIA ORTIZ AND MADELINE PARRA, FOR PROPERTY
NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS
PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps (“street improvements”) where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 191 Marigold Drive located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Patricia Ortiz and Madeline Parra (“Parcel 37”); and,

WHEREAS, Adams County requires ownership of Parcel 37 for construction of the street improvements; and,

WHEREAS, Patricia Ortiz and Madeline Parra are willing to sell Parcel 37 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and Patricia Ortiz and Madeline Parra, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

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

Right-of-Way Agreement

This Agreement is made and entered into by and between **Patricia Ortiz and Madeline Parra** whose address is **191 Marigold Drive, Denver, CO 80221** (“Owner”), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 (“County”) for the conveyance of rights-of-way on property located at **191 Marigold Drive, Denver, CO 80221** hereinafter (the “Property”) for the 2018 Miscellaneous Concrete and ADA Ramps Project (the “Project”). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **SEVEN HUNDRED SEVENTY-FOUR AND NO/100 DOLLARS (\$774.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$540.00 for the land dedication of road right-of-way, \$142.00 for decorative rope fence, \$50.00 for landscape boulder and \$42.00 for the decorative landscape rock driveway. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of July 18, 2018.
3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner’s property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
5. The County will remove approximately 33 square feet of landscape rock driveway, the decorative rope fence, and landscape boulder. But the County has agreed to

reimburse the owner the expense of the lost driveway rock, fence and boulder and made a part of this Agreement.

6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:

By: Patricia Ortiz
Patricia Ortiz

By: Madeline Parra
Madeline Parra

Date: 8/25/18

Date: 8/25/18

Approved:

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

Chair

Date

Approved as to Form:

County Attorney

EXHIBIT "A"

**DEED FROM PATRICIA ORTIZ AND MADELINE PARRA
TO
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being a portion of Lot 18, Block 32 of the SHERRELWOOD ESTATES FILING NO. 5, a Subdivision recorded on October 19, 1959 in File No. 10 Map 342 Reception No. 594560 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Southwesterly Corner of said Lot 18, thence North 23°52'06" East, along the Westerly line of said Lot 18, a distance of 5.00 feet to a point of tangency with a curve concave Westerly and having a radius of 974.00 feet;

Thence Northeasterly along said curve and the Westerly line of said Lot 18 a distance of 5.00 feet through a central angle of 0°17'39", with a chord bearing North 23°43'17" East and a chord distance of 5.00 feet;

Thence leaving said Westerly line, South 21°10'06" East, a distance of 14.15 feet to a point on the Southerly line of said Lot 18;

Thence North 66°07'54" West, along the Southerly line of said Lot 18, a distance of 10.00 feet to the Point of Beginning.

Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.



EXHIBIT "B"

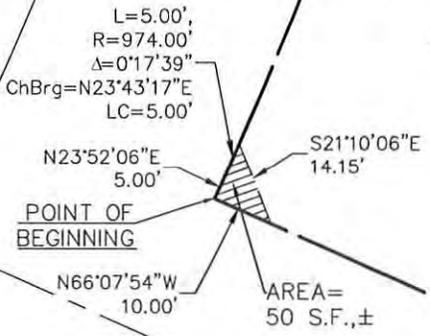


Ian Cortez

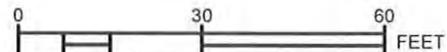
CONIFER ROAD

PATRICIA ORTIZ AND MADELINE PARRA
LOT 18, BLOCK 32
SHERRELWOOD ESTATES FILING NO. 5

191 MARIGOLD DR.
PN: 1719-27-3-14-014



MARIGOLD DRIVE



SCALE: 1" = 30'



ADAMS COUNTY
COLORADO

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 10/2/18
SUBJECT: Augmentation Contract Renewal with Central CO Water Conservancy District
FROM: Nathan Mosley and Marc Pedrucci
AGENCY/DEPARTMENT: Parks and Open Space
HEARD AT STUDY SESSION ON :
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO N/A
RECOMMENDED ACTION: That the Board of County Commissioners approves an augmentation contract renewal with Central Colorado Water Conservancy District for an alluvial well used to irrigate the Knolls Golf Course.

BACKGROUND:

The County owns and operates an alluvial (shallow) well on the Riverdale Regional Park that provides a source of supplemental irrigation water for the Knolls Golf Course during times when the Lower Clear Creek Ditch is not able to provide adequate irrigation water. Per Colorado water law, alluvial wells are required to provide augmentation or a temporary water supply plan. Adams County entered into an augmentation contract with the Central Colorado Water Conservancy District (CCWCD) several years ago to accomplish this required augmentation. The County pays an annual assessment of \$1,680 to keep the contract in effect on a year-to-year basis. The CCWCD has made updates to standard language in their augmentation contracts and is requiring all contract holders to execute new augmentation contracts. The new augmentation contract language has been approved by the County Attorney's Office.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Parks & Open Space, Central Colorado Water Conservancy District, Riverdale Golf Courses, County Attorney's Office

ATTACHED DOCUMENTS:

1. Resolution
2. Augmentation Contract #319

FISCAL IMPACT:

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

Fund: 01
Cost Center: 5011

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8540		\$1,680
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$1,680</u></u>

New FTEs requested: **YES** **NO**

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

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO A CLASS C
IRRIGATION WATER ALLOTMENT CONTRACT WITH THE GROUNDWATER
MANAGEMENT SUBDISTRICT OF THE CENTRAL COLORADO WATER
CONSERVANCY DISTRICT

WHEREAS, Adams County owns and operates an alluvial well (permit #49856-F) irrigating 190 acres of Riverdale Knolls Golf Course; and

WHEREAS, per Colorado law, alluvial wells of this type require augmentation or a temporary water supply plan; and

WHEREAS, Adams County has previously entered into a Class C Irrigation Water Allotment Contract #319 with the Groundwater Management Subdistrict (“GMS”) of the Central Colorado Water Conservancy District (“CCWCD”) to provide augmentation for the alluvial well; and

WHEREAS, the GMS has recently updated the Class C Contract forms currently in use and is requiring that all existing Class C Contracts be replaced with the updated Class C Irrigation Water Allotment Contract (“Contract”) in order to remain in effect beginning January 1, 2019.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, that the Petition to enter into a Class C Irrigation Water Allotment Contract with the Groundwater Management Subdistrict of the Central Colorado Water Conservancy District, 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 sign said Contract.

BE IT FURTHER RESOLVED, that Adams County hereby authorizes the expenditure of funds as necessary to meet the terms and obligations of said Contract.

PETITION FOR CLASS C IRRIGATION WATER ALLOTMENT CONTRACT

FROM THE GROUNDWATER MANAGEMENT SUBDISTRICT OF THE CENTRAL COLORADO WATER CONSERVANCY DISTRICT

Petitioner hereinafter named petitions the Groundwater Management Subdistrict of the Central Colorado Water Conservancy District, a political subdivision of the State of Colorado, organized and existing by virtue of §37-45-101, et.seq., C.R.S., for a Class C Water Allotment Contract for beneficial use of water under the following terms and conditions:

1. Name, address and telephone number of Petitioner:

Adams County Commissioners
 c/o Pedrucci, Marc
 9755 Henderson Rd.
 Brighton, CO, 80601
 Phone: 303-659-2120

2. Farm I.D. (to be assigned by Subdistrict):

319

3. List quarter section, section, township, and range of lands covered by this petition and total acres of parcel:

Description: SW1/4, W1/2 SE1/4, NE1/4 SE1/4 Section 27, Township 1 South, Range 67 West
 Part N1/2 N1/2 Section 34, Township 1 South, Range 67 West
 Acres: 356
 County: Adams

4. Total acres of land irrigated:

190

5. Petitioner owns and/or uses on the above-described lands the following water rights:

a. Well information:

WELLS AUGMENTED:

Permit Number	WDID	Case Number	Location (1/4, 1/4)	Section	Township	Range	Pump (GPM)
-49856-F	0208731	85 CW 082	NW1/4 SE1/4	27	1S	67W	1706

b. Surface Water Rights Information:

- Shares of stock in mutual ditch/reservoir and/or irrigation companies delivered to above-described land:

Name of Company	Number of shares owned, rented or leased and used on this farm
Lower Clear Creek Canal	12
Lower Clear Creek Canal	11
Brantner	24
Lower Clear Creek Canal	4

- Decreed surface water rights owned by Petitioner other than through a company:

Name of Ditch or Reservoir	Amount of Decree (second-foot/acre feet)	Percentage Owned of Total	Priority Date
----------------------------	--	---------------------------	---------------

6. State acres described in ¶4 that are irrigated by:

	Acres	Method of irrigation:	Acres
Surface water alone	0 acres	Gravity irrigated	0 acres
Ground water alone	0 acres	Sprinkler irrigated	190 acres
Primarily by surface water and supplemented by ground water	0 acres	Drip irrigated	0 acres
Primarily by ground water and supplemented by surface water	190 acres		

7. The initial amount of augmentation plan replacement water allotted for this farm is 10 acre-feet annually and the initial annual special assessment will be \$1680. The amount of water allotted, the special assessment and assessment per acre-foot may change from year to year and Petitioner will be notified of a change in special assessment by an annual bill of assessment. It is understood and agreed by Petitioner that the quantity of replacement water to be allotted is to be determined by the Board of Directors on the basis of information given in ¶3 through ¶6, in accordance with Subdistrict plans to permit well pumping pursuant to the decree of the water court entered in Case No. 02CW335. The Subdistrict will take such actions as it deems necessary to promote and protect said plans.

8. It is understood and agreed that upon entry of an order granting said Petition, Petitioner shall be bound by the terms of this contract, the Water Conservancy Act, §C.R.S. 37-45-101 et seq., the decree entered in Case No. 02CW335 and any other pertinent decree of the water court, valid orders of the State or Division Engineer, and the Rules, Regulations, Bylaws, Resolutions and Policies of the Subdistrict as the same from time to time, may be adopted or amended, including but not limited to: the Subdistrict's Policy Resolution Regarding Quota Enforcement and the Subdistrict's Policy Resolution Regarding Well Meter Reading and Reporting. By signing this document, Petitioner acknowledges that Petitioner has read and understands the applicable Rules, Regulations, Bylaws, Resolutions and Policies of the Subdistrict, that are in effect at the time this contract is signed. Petitioner may within 15 days of the receipt of this contract, or any annual bill of special assessment, make an objection in writing to the Board of Directors of the Subdistrict stating in particular why the contract or bill of special assessment is incorrect. The Board of Directors may review the written objection and with or without hearing act upon the same and notify Petitioner.

9. Because the Subdistrict's plan for augmentation is based on irrigation as stated in ¶3 through ¶6 above, Petitioner agrees:

- To continue to use the water rights described in ¶5 in the same manner and to the same extent as stated in this petition as described in ¶6 on the lands described in ¶3 and the acres in ¶4.
- To be responsible for monitoring and reading the well meter(s) of the augmented well(s) and reporting accurate meter readings to the Subdistrict as required by the Subdistrict.
- To adhere to State and Division Engineer Rules regarding wells and well metering.
- To adhere to all Rules, Regulations, Bylaws, Resolutions and Policies of the Subdistrict.
- Not to move, re-calibrate, modify, tamper with, or make changes to any well meter(s).
- To report any meter failures or suspected tampering of meters to the Subdistrict immediately upon discovery of the same.
- That the Subdistrict and its agents, employees and representatives shall have the right of entry upon Petitioner's property to read, re-calibrate, inspect, move or otherwise do any action necessary in regards to the well meter(s) associated with this Contract; and
- To immediately notify the Subdistrict in writing of any material changes in the information given in ¶3 through ¶6. A material change includes:
 - any change in the operation or use of the well(s) described in ¶5a or ¶6;
 - any change in the use or extent of use of the surface water rights described in ¶5b;
 - any sale, lease, or other disposition of any of the water rights listed in ¶5 or any of the land described in ¶3;
 - any purchase, lease, rental or other acquisition of additional water rights or additional lands which will be irrigated;
 - any change in irrigation practices or method of irrigation;

vi. any cessation of irrigation for more than one year.

10. It is understood and agreed that failure to adhere to this Contract, or the Rules, Regulations, Bylaws, Resolutions and Policies of the Subdistrict may result in the immediate termination of this contract by the Board of Directors. Petitioner understands that if this contract is so terminated, Petitioner has the right to petition the Board of Directors within thirty days following the postmarked date of the applicable Notice of Violation to request a hearing on the matter of termination. Petitioner agrees that once a Contract is terminated, the Subdistrict may petition the Water Court in Water Division One for deletion of any member well from its decreed augmentation plan(s), and that Petitioner is not entitled to special notice thereof. Petitioner agrees that if this Contract is terminated, Petitioner is responsible for any post-pumping depletions in accordance with ¶18 below. If post-pumping depletions are due, the Board of Directors shall produce a final statement that specifies the amount of future assessments based on remaining post-pumping depletions and when those assessments will become due. In the event of a dispute regarding this Contract or in the event Petitioner shall bring any challenge to the validity of any Decision, Rule, Regulation, Bylaw, Resolution or Policy of the Subdistrict, including a challenge by Petitioner of a contract termination decision by the Board of Directors, if the petitioner does not prevail in the challenge, the District shall be entitled to an award of actual attorney fees and costs of the District hearing and any subsequent Court review of any District decision. If Court action is necessary to resolve any dispute under this Contract, the Parties agree that the proper venue for Water Matters is the Division One Water Court in Greeley, Colorado and shall file any actions in said venue.
11. It is understood and agreed that any replacement water allotted by the Board of Directors of the Subdistrict shall be for the purpose of permitting the irrigation use of well water upon the lands described above, provided, however, that all uses which receive the benefit from the allotment shall be within the Subdistrict.
12. It is understood and agreed that the Board of Directors of the Subdistrict will attempt to maintain judicial and administrative approval of its plan for augmentation, and any corresponding substitute supply plans or other operating plan, in order to enable Petitioner to operate the wells described above in accordance with the decree entered in Case No. 02CW335, any applicable rules and regulations of the State Engineer governing well pumping, any applicable State Engineer substitute supply plan approvals, and the laws of the State of Colorado. The Board of Directors of the Subdistrict do not guarantee that the Petitioner will have the continued and unrestricted use of well water. Petitioner recognizes that any well pumping under this contract will be subject to the annual allotment issued by the Board. The Subdistrict will use its best efforts to maintain a plan for augmentation, substitute supply plan or other operating plan in order to assist the Petitioner in the continued use of well water and will take such actions as deemed proper by the Board of Directors to promote and protect said plans. If necessary, Petitioner agrees to curtail his or her well pumping to the extent ordered by the Board of Directors of the Subdistrict or the State or Division Engineer.
13. The annual quota is an estimate by the Subdistrict based on conditions at the present time, but is not binding on the Subdistrict, and is subject to change each year. The State Engineer and Division Engineer, or the Water Court, have the authority to make the final determination as to the amount of pumping allocation water that is acceptable and so no estimate by the Subdistrict should be considered binding or final.
14. Pursuant to §37-45-125(2)(f), C.R.S., the annual special assessment herein shall become a tax lien upon the lands for which such water is petitioned and allocated. Upon termination of this contract, any unpaid assessment will remain a lien upon the land.
15. The term of this contract shall be for the calendar year beginning January 1 after the signing of this contract, but if replacement water is required during the calendar year the contract is signed, then the term shall begin immediately upon execution in which event the contract shall expire at the end of the calendar year. The contract shall be automatically renewed each year, if timely payment is made, unless notice in writing is given by either party canceling the contract thirty (30) days prior to the end of the calendar year.
16. It is understood and agreed that the replacement water allotment is made for the exclusive benefit of the Petitioner's lands and may not be transferred to any lands without the prior written approval of the Board of Directors of said Subdistrict by a new contract.
17. Petitioner understands that the Subdistrict has adopted a groundwater measuring program, and agrees to install, at Petitioner cost, such measuring devices as may be called for by the Board of Directors of the Subdistrict.
18. Petitioner understands that in the event that pumping from the well(s) described in this Petition ceases, there will nevertheless be post-pumping depletions affecting the South Platte River (and its tributaries, where applicable) for a number of years following cessation of pumping. In such event, Petitioner's obligations under this contract, including but not limited to payment of annual special assessments, shall extend for so long as post-pumping depletions continue. Any annual special assessment imposed for the purpose of replacing post pumping depletions shall become a tax lien upon the lands for which such water is petitioned and allocated. Upon termination of this contract, any unpaid assessment will remain a lien upon the land.
19. This contract is not intended to benefit any party other than Petitioner and there shall be no third-party beneficiaries to this Contract, except in cases where a third-party lender is an additional Petitioner to the Contract for the purpose of securing indebtedness. Petitioner understands that Petitioner is responsible for the acts or omissions of any of Petitioner's tenants, lessees, licensees or guests and shall be directly responsible for the acts of the same in reference to the rights and responsibilities under this Contract.
20. Nothing herein shall be construed or interpreted as a waiver, express or implied, of the Subdistrict's rights under the Governmental Immunity Act C.R.S §24-10-101 et seq.

PETITIONER MUST PROVIDE ALL INFORMATION REQUESTED OR THIS PETITION WILL NOT BE ACCEPTED FOR FILING. THE INFORMATION MUST BE CORRECT AND ACCURATE SINCE THE SUBDISTRICT RELIES ON IT TO GRANT THE CONTRACT AND CANNOT BE RESPONSIBLE FOR INCORRECT OR INACCURATE INFORMATION.

Petitioner

Petitioner

The foregoing instrument was acknowledged before me by the above signed this _____ day of _____, 20_____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

ORDER FOR CLASS C IRRIGATION WATER ALLOTMENT

Proper notice having been given and hearing held, it is ORDERED that the above petition be granted and is hereby made a contract and an initial allotment of 10 acre-feet of replacement water be made to the lands therein described upon the terms, and payable in the manner, as stated in said petition, the initial amount payable being an annual assessment of \$1680. Failure to notify the Board of Directors of any material changes may result in the immediate termination of this contract.

DONE this _____ day of _____, 20_____.

GROUNDWATER MANAGEMENT SUBDISTRICT OF THE CENTRAL COLORADO WATER CONSERVANCY DISTRICT

By: _____
President

Secretary

ATTEST: (Seal)



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 10/2/18
SUBJECT: Augmentation Contract Renewal with Central CO Water Conservancy District
FROM: Nathan Mosley and Marc Pedrucci
AGENCY/DEPARTMENT: Parks and Open Space
HEARD AT STUDY SESSION ON :
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO N/A
RECOMMENDED ACTION: That the Board of County Commissioners approves an augmentation contract renewal with Central Colorado Water Conservancy District for the former sand and gravel pit known as the Debetz Pit at the Riverdale Regional Park.

BACKGROUND:

The County owns a former sand and gravel pit known as the Debetz Pit at the Riverdale Regional Park. The gravel pit was mined from the 1960's until 2000 as a source of gravel for maintenance of county roads. Per Colorado water law, owners and operators of gravel pits that exposed groundwater to the atmosphere after December 31, 1980, are required to provide augmentation or a temporary water supply plan for the evaporative loss of groundwater. Adams County entered into an augmentation contract with the Central Colorado Water Conservancy District (CCWCD) several years ago to accomplish this required augmentation. The County pays an annual assessment of \$4,032 to keep the contract in effect on a year-to-year basis. The CCWCD has made updates to standard language in their augmentation contracts and is requiring all contract holders to execute new augmentation contracts. The new augmentation contract language has been approved by the County Attorney's Office.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Parks & Open Space, Central Colorado Water Conservancy District, County Attorney's Office

ATTACHED DOCUMENTS:

1. Resolution
2. Augmentation Contract #320

FISCAL IMPACT:

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

Fund: 01
Cost Center: 5011

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8540		\$4,032
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$4,032

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO A CLASS C NON-
IRRIGATION WATER ALLOTMENT CONTRACT WITH THE GROUNDWATER
MANAGEMENT SUBDISTRICT OF THE CENTRAL COLORADO WATER
CONSERVANCY DISTRICT

WHEREAS, Adams County owns a former sand and gravel pit commonly referred to as the “Debetz Pit”, which is located at the Adams County Regional Park and which exposed groundwater after December 31, 1980, in the alluvium of the South Platte River to the atmosphere; and

WHEREAS, C.R.S. 37-90-137(11) requires owners and operators of gravel pits which expose groundwater to the atmosphere after December 31, 1980, to obtain approval of the Water Court of a plan for augmentation or the approval of the State Engineer of a substitute water supply plan; and

WHEREAS, the Groundwater Management Subdistrict (“GMS”) of the Central Colorado Water Conservancy District (“CCWCD”) is a quasi-municipal corporation and political subdivision of the State of Colorado organized and existing as a water conservancy district pursuant to C.R.S. § 37-45-101 et seq. and is authorized and empowered thereby to develop plans for augmentation for the benefit of all water users within their boundaries; and

WHEREAS, Adams County has previously entered into a Class C Non-Irrigation Water Allotment Contract #320 with the GMS of the CCWCD to provide augmentation for the sand and gravel pit commonly referred to as the Debetz Pit; and

WHEREAS, the GMS has recently updated the Class C Contract forms currently in use and is requiring that all existing Class C Contracts be replaced with the updated Class C Non-Irrigation Water Allotment Contract (“Contract”) in order to remain in effect beginning January 1, 2019.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, that the Petition to enter into a Class C Non-Irrigation Water Allotment Contract with the Groundwater Management Subdistrict of the Central Colorado Water Conservancy District, 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 sign said Contract.

BE IT FURTHER RESOLVED, that Adams County hereby authorizes the expenditure of funds as necessary to meet the terms and obligations of said Contract.

PETITION FOR CLASS C NON-IRRIGATION WATER ALLOTMENT CONTRACT

FROM THE GROUNDWATER MANAGEMENT SUBDISTRICT OF THE CENTRAL COLORADO WATER CONSERVANCY DISTRICT

Petitioner hereinafter named petitions the Groundwater Management Subdistrict of the Central Colorado Water Conservancy District, a political subdivision of the State of Colorado, organized and existing by virtue of §37-45-101, et.seq., C.R.S., for a Class C Water Allotment Contract for beneficial use of water under the following terms and conditions:

1. Name, address and telephone number of Petitioner:

Adams County Commissioners
 c/o Pedrucci, Marc
 9755 Henderson Rd.
 Brighton, CO, 80601
 Phone: 303-659-2120

2. Farm I.D. (to be assigned by Subdistrict):

320

3. List quarter section, section, township, and range of lands covered by this petition and total acres of parcel:

Description: Part of Sections 26, 27, 33 & 34, Township 1 South, Range 67 West
 Acres: 775
 County: Adams

4. Ground water use.

- a. Type of groundwater use (domestic, livestock, commercial, industrial, etc.): Gravel mining operation
- b. Short description of groundwater use: Evaporation, Wildlife and Recreation

5. Petitioner owns and/or uses on the above-described lands the following water rights:

a. Well information:

WELLS AUGMENTED

Permit Number	WDID	Case Number	Location (1/4, 1/4)	Section	Township	Range	Pump (GPM)
--	DEBETZ GRAVEL PIT		W21/4 NW1/4	26	1S	67W	

b. Surface Water Rights Information:

- Shares of stock in mutual ditch/reservoir and/or irrigation companies delivered to above-described land:

Name of Company	Number of shares owned, rented or leased and used on this farm

- Decreed surface water rights owned by Petitioner other than through a company:

Name of Ditch or Reservoir	Amount of Decree (second-feet/acre feet)	Percentage Owned of Total	Priority Date

6. Ground water diversion by month:

Month	Minimum	Maximum
January		0.00
February		0.00
March		0.63
April		0.96
May		1.15
June		1.37
July		1.37
August		1.15
September		0.96
October		0.64
November		0.33
December		0.33
TOTAL		10.28

a. The above quantities were determined by (state name, address, telephone No and date determined):

b. Method of determination (briefly describe and attach supplemental documents as necessary):

- 7. The initial amount of augmentation plan replacement water allotted for this contract is 10.28 acre-feet annually and the initial annual special assessment will be \$4032. The amount of water allotted, the special assessment and assessment per acre-foot may change from year to year and Petitioner will be notified of a change in special assessment by an annual bill of assessment. It is understood and agreed by Petitioner that the quantity of replacement water to be allotted is to be determined by the Board of Directors on the basis of information given in ¶13 through ¶16, in accordance with Subdistrict plans to permit well pumping pursuant to the decree of the water court entered in Case No. 02CW335. The Subdistrict will take such actions as it deems necessary to promote and protect said plans.
- 8. It is understood and agreed that upon entry of an order granting said Petition, Petitioner shall be bound by the terms of this contract, the Water Conservancy Act, §C.R.S. 37-45-101 et seq., the decree entered in Case No. 02CW335 and any other pertinent decree of the water court, valid orders of the State or Division Engineer, and the Rules, Regulations, Bylaws, Resolutions and Policies of the Subdistrict as the same from time to time, may be adopted or amended, including but not limited to: the Subdistrict's Policy Resolution Regarding Quota Enforcement and the Subdistrict's Policy Resolution Regarding Well Meter Reading and Reporting. By signing this document, Petitioner acknowledges that Petitioner has read and understands the applicable Rules, Regulations, Bylaws, Resolutions and Policies of the Subdistrict, that are in effect at the time this contract is signed. Petitioner may within 15 days of the receipt of this contract, or any annual bill of special assessment, make an objection in writing to the Board of Directors of the Subdistrict stating in particular why the contract or bill of special assessment is incorrect. The Board of Directors may review the written objection and with or without hearing act upon the same and notify Petitioner.
- 9. Because the Subdistrict's plan for augmentation is based on the non-irrigation use as stated in ¶13 through ¶16 above, Petitioner agrees:
 - a. To continue to use the water rights described in ¶15 in the same manner and to the same extent as stated in this petition as described in ¶16 on the lands described in ¶13 and the use in ¶14.
 - b. To be responsible for monitoring and reading the well meter(s) of the augmented well(s) and reporting accurate meter readings to the Subdistrict as required by the Subdistrict.
 - c. To adhere to State and Division Engineer Rules regarding wells and well metering.
 - d. To adhere to all Rules, Regulations, Bylaws, Resolutions and Policies of the Subdistrict.
 - e. Not to move, re-calibrate, modify, tamper with, or make changes to any well meter(s).
 - f. To report any meter failures or suspected tampering of meters to the Subdistrict immediately upon discovery of the same.
 - g. That the Subdistrict and its agents, employees and representatives shall have the right of entry upon Petitioner's property to read, re-calibrate, inspect, move or otherwise do any action necessary in regards to the well meter(s) associated with this Contract; and
 - h. To immediately notify the Subdistrict in writing of any material changes in the information given in ¶13 through ¶16. A material change includes:

- i. any change in the operation or use of the well(s) described in ¶15a or ¶16;
 - ii. any change in the use or extent of use of the surface water rights described in ¶15b;
 - iii. any sale, lease, or other disposition of any of the water rights listed in ¶15 or any of the land described in ¶13;
 - iv. any purchase, lease, rental or other acquisition of additional water rights;
 - v. any cessation of well use for more than one year.
10. It is understood and agreed that failure to adhere to this Contract, or the Rules, Regulations, Bylaws, Resolutions and Policies of the Subdistrict may result in the immediate termination of this contract by the Board of Directors. Petitioner understands that if this contract is so terminated, Petitioner has the right to petition the Board of Directors within thirty days following the postmarked date of the applicable Notice of Violation to request a hearing on the matter of termination. Petitioner agrees that once a Contract is terminated, the Subdistrict may petition the Water Court in Water Division One for deletion of any member well from its decreed augmentation plan(s), and that Petitioner is not entitled to special notice thereof. Petitioner agrees that if this Contract is terminated, Petitioner is responsible for any post-pumping depletions in accordance with ¶18 below. If post-pumping depletions are due, the Board of Directors shall produce a final statement that specifies the amount of future assessments based on remaining post-pumping depletions and when those assessments will become due. In the event of a dispute regarding this Contract or in the event Petitioner shall bring any challenge to the validity of any Decision, Rule, Regulation, Bylaw, Resolution or Policy of the Subdistrict, including a challenge by Petitioner of a contract termination decision by the Board of Directors, if the petitioner does not prevail in the challenge, the District shall be entitled to an award of actual attorney fees and costs of the District hearing and any subsequent Court review of any District decision. If Court action is necessary to resolve any dispute under this Contract, the Parties agree that the proper venue for Water Matters is the Division One Water Court in Greeley, Colorado and shall file any actions in said venue.
11. It is understood and agreed that any replacement water allotted by the Board of Directors of the Subdistrict shall be for the purpose of permitting the non-irrigation use of well water described above, provided, however, that all uses which receive the benefit from the allotment shall be within the Subdistrict.
12. It is understood and agreed that the Board of Directors of the Subdistrict will attempt to maintain judicial and administrative approval of its plan for augmentation, and any corresponding substitute supply plans or other operating plan, in order to enable Petitioner to operate the wells described above in accordance with the decree entered in Case No. 02CW335, any applicable rules and regulations of the State Engineer governing well pumping, any applicable State Engineer substitute supply plan approvals, and the laws of the State of Colorado. The Board of Directors of the Subdistrict do not guarantee that the Petitioner will have the continued and unrestricted use of well water. Petitioner recognizes that any well pumping under this contract will be subject to the annual allotment issued by the Board. The Subdistrict will use its best efforts to maintain a plan for augmentation, substitute supply plan or other operating plan in order to assist the Petitioner in the continued use of well water and will take such actions as deemed proper by the Board of Directors to promote and protect said plans. If necessary, Petitioner agrees to curtail his or her well pumping to the extent ordered by the Board of Directors of the Subdistrict or the State or Division Engineer.
13. The annual quota is an estimate by the Subdistrict based on conditions at the present time, but is not binding on the Subdistrict, and is subject to change each year. The State Engineer and Division Engineer, or the Water Court, have the authority to make the final determination as to the amount of pumping allocation water that is acceptable and so no estimate by the Subdistrict should be considered binding or final.
14. Pursuant to §37-45-125(2)(f), C.R.S., the annual special assessment herein shall become a tax lien upon the lands for which such water is petitioned and allocated. Upon termination of this contract, any unpaid assessment will remain a lien upon the land.
15. The term of this contract shall be for the calendar year beginning January 1 after the signing of this contract, but if replacement water is required during the calendar year, the term shall be, automatically renewed each year, if timely payment is made, unless notice in writing is given by either party canceling the contract thirty (30) days prior to the end of the calendar year.
16. It is understood and agreed that the replacement water allotment is made for the exclusive benefit of the Petitioner and may not be transferred without the prior written approval of the Board of Directors of said Subdistrict by a new contract.
17. Petitioner understands that the Subdistrict has adopted a groundwater measuring program, and agrees to install, at Petitioner cost, such measuring devices as may be called for by the Board of Directors of the Subdistrict.
18. Petitioner understands that in the event that pumping from the well(s) described in this Petition ceases, there will nevertheless be post-pumping depletions affecting the South Platte River (and its tributaries, where applicable) for a number of years following cessation of pumping. In such event, Petitioner's obligations under this contract, including but not limited to payment of annual special assessments, shall extend for so long as post-pumping depletions continue. Any annual special assessment imposed for the purpose of replacing post pumping depletions shall become a tax lien upon the lands for which such water is petitioned and allocated. Upon termination of this contract, any unpaid assessment will remain a lien upon the land.
19. This contract is not intended to benefit any party other than Petitioner and there shall be no third-party beneficiaries to this Contract, except in cases where a third-party lender is an additional Petitioner to the Contract for the purpose of securing indebtedness. Petitioner understands that Petitioner is responsible for the acts or omissions of any of Petitioner's tenants, lessees, licensees or guests and shall be directly responsible for the acts of the same in reference to the rights and responsibilities under this Contract.
20. Nothing herein shall be construed or interpreted as a waiver, express or implied, of the Subdistrict's rights under the Governmental Immunity Act C.R.S §24-10-101 et seq.

PETITIONER MUST PROVIDE ALL INFORMATION REQUESTED OR THIS PETITION WILL NOT BE ACCEPTED FOR FILING. THE INFORMATION MUST BE CORRECT AND ACCURATE SINCE THE SUBDISTRICT RELIES ON IT TO GRANT THE CONTRACT AND CANNOT BE RESPONSIBLE FOR INCORRECT OR INACCURATE INFORMATION.

Petitioner

Petitioner

The foregoing instrument was acknowledged before me by the above signed this _____ day of _____, 20_____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

ORDER FOR CLASS C NON-IRRIGATION WATER ALLOTMENT

Proper notice having been given and hearing held, it is ORDERED that the above petition be granted and is hereby made a contract and an initial allotment of 10.28 acre-feet of replacement water be made to the lands therein described upon the terms, and payable in the manner, as stated in said petition, the initial amount payable being an annual assessment of \$4032. Failure to notify the Board of Directors of any material changes may result in the immediate termination of this contract.

DONE this _____ day of _____, 20_____.

GROUNDWATER MANAGEMENT SUBDISTRICT OF THE CENTRAL COLORADO WATER CONSERVANCY DISTRICT

By: _____
President

Secretary

ATTEST: (Seal)



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 2, 2018
SUBJECT: Consent to Assignment and Assignment
FROM: D. E. Ruppel, Airport 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 a resolution for a consent to assignment

BACKGROUND:

In 1998, the Colorado Air and Space Port, FKA, Front Range Airport (“Airport”) entered into a Land Lease with Jetter Aviation, who in turn sold the hangar to Stephen J. Paschke (“Assignor”); for certain real property known as 37505 Beechcraft Way, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131. By means of the attached Consent to Assignment and Assignment the Assignor desires to assign his right, title and interest in and to the Lease to Fox AeroServices, 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. BOCC Draft Resolution
2. Consent to Assignment and 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:			<hr/> <hr/>

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CONSENT TO ASSIGNMENT AND ASSIGNMENT OF
LEASE WITH STEPHEN J. PASCHKE TO FOX AEROSERVICES, 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 1998, the Landlord entered into an Unimproved Land Lease with Jetter Aviation, LLC for certain real property known as 37505 Beechcraft Way, located on the Colorado Air and Space Port, 5200 Front Range Parkway, Watkins, CO 80137-7131; and,

WHEREAS, in 2015 Jetter Aviation, LLC sold the aircraft hangar to Stephen J. Paschke (“Assignor”) who is the owner of an aircraft hangar located on the real property described in the aforementioned Land Lease; and,

WHEREAS, by means of the attached Consent to Assignment and Assignment the Assignor desires to assign its right, title and interest in and to the Lease to Fox AeroServices, 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 December 4, 1998, from Stephen J. Paschke, for the site known as 37505 Beechcraft Way, to Fox AeroServices, LLC, a copy of which is attached hereto, is hereby approved.

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

**CONSENT TO ASSIGNMENT
AND ASSIGNMENT**

THIS AGREEMENT is made among Adams County, located at 4430 S. Adams County Parkway, Brighton, Colorado, 80601, ("Landlord") on behalf of the Colorado Air and Space Port, Stephen J. Paschke (Assignor), and FOX AeroServices, LLC (Assignee).

BASIS FOR AGREEMENT

- A. WHEREAS, the Front Range Airport Authority ("Authority") and Centennial Aviation, LLC, entered into an Unimproved Land Lease ("Lease") dated December 4, 1998, regarding land at the Front Range Airport; and,
- B. WHEREAS, *Tenant changed its business name to Jetter Aviation, LLC*, and Tenant continues to occupy the leased premises; 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, January 2016, Jetter Aviation, LLC assigned the Unimproved Land Lease to Stephen J. Paschke; and
- E. WHEREAS, Stephen J. Paschke, desires to assign all its right, title and interest in and to the Lease to FOX AeroServices, LLC, and desires to take assignment of the Lease from Stephen J. Paschke; and,
- F. WHEREAS, under the terms of the Lease, 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.

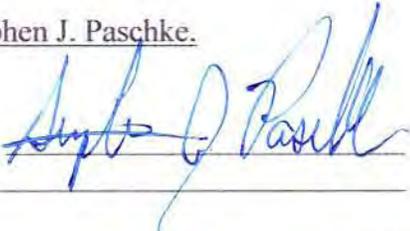
TERMS AND CONDITIONS

1. Stephen J. Paschke, hereby assigns all its right, title and interest in and to the Lease to FOX AeroServices, LLC. The Parties agree that Stephen J. Paschke, shall continue to be responsible for all liabilities, claims, civil actions, and warranties incurred by Stephen J. Paschke, or arising from Stephen J. Paschke's tenancy under the Lease through the transfer date.
2. In accordance with Section 5 of the Lease, LANDLORD hereby grants its approval for the assignment of the Lease.

3. FOX AeroServices, LLC shall be bound by all the terms and conditions of the Lease, and in the event of FOX AeroServices, LLC's default, bankruptcy or other event described in section 13 of the Lease, FOX AeroServices, LLC indemnifies Stephen J. Paschke, and holds it harmless from all claims, liabilities, judgments, fees, costs, expenses and duties arising under the Lease, including attorney fees and court costs.

ASSIGNOR:

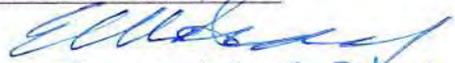
Stephen J. Paschke.

By: 

Date: 8-26-2018

LESSEE:

FOX AeroServices, LLC.

By: 
ERIC W. GRAY
MANAGING MEMBER

Date: 8/26/2018

CONSENT:

ADAMS COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Mary Hodge, Chair

Date: _____

ATTEST:

By: _____
County Attorney's Office

UNIMPROVED LAND LEASE

This lease is effective this 4th day of December, 1998, 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 Centennial Aviation, LLC, located at 3300 South Parker Road, Suite 100, Aurora, CO 80014 ("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 a 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 January 1, 1999 and ending at midnight on December 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 Eight Hundred Eight Dollars (\$2,808.00), 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 15,600 square

feet as shown on Exhibit "A". The total Premises, for which the Tenant is responsible, is one hundred ninety-nine feet (199) by one hundred eighty-two feet (182) or 36,218 square feet. Such rent shall be paid to the Landlord on January 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 2004 shall be Two Thousand Eight Hundred Eight Dollars (\$2,808.00), computed at the annual rate of Eighteen Cents (\$0.18) per square foot, with the leasehold space consisting of 15,600 square feet. Commencing January 1, 2005, 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 15,600 square feet as shown on Exhibit "A", footprint of the leasehold space.

c. Rental Payments. The annual rent shall be due and owing as of the first day of each lease-year, commencing January 1, 1999. 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, one hundred feet (100) by ninety feet (90) and apron having a single wheel aircraft weight bearing capacity of not less than twelve thousand five hundred (12,500) pounds. The apron shall be fifty feet (50) by ninety feet (90). 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 sixty (60) 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 one hundred eighty (180) 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 slightly 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 Centennial Aviation, LLC, 3300 South Parker Road, Suite 100, Aurora, CO 80014.

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.

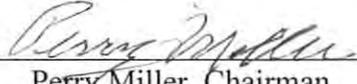
38. Legal Description. At the completion of the project, Tenant is responsible for providing Landlord with a legal description of the site and structures including the location of utilities. If the legal description is greater than 5% or less than 5% of the square footage of the building, the legal description 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.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the 4th day of December, 1999.

Attest:
By  _____
Dennis R. Heap, Secretary

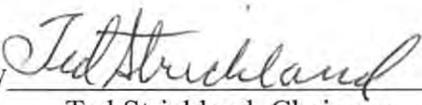
Landlord:
Front Range Airport Authority

By  _____
Perry Miller, Chairman

Approved as to form

 _____

Adams County Board of Commissioners

By  _____
Ted Strickland, Chairman 12-16-98

Tenant:
Centennial Aviation, LLC

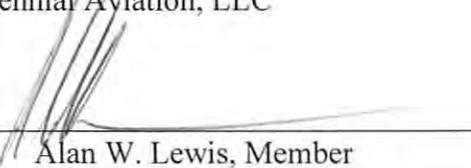
By  _____
Alan W. Lewis, Member

EXHIBIT "A"
PAGE 1 of 2

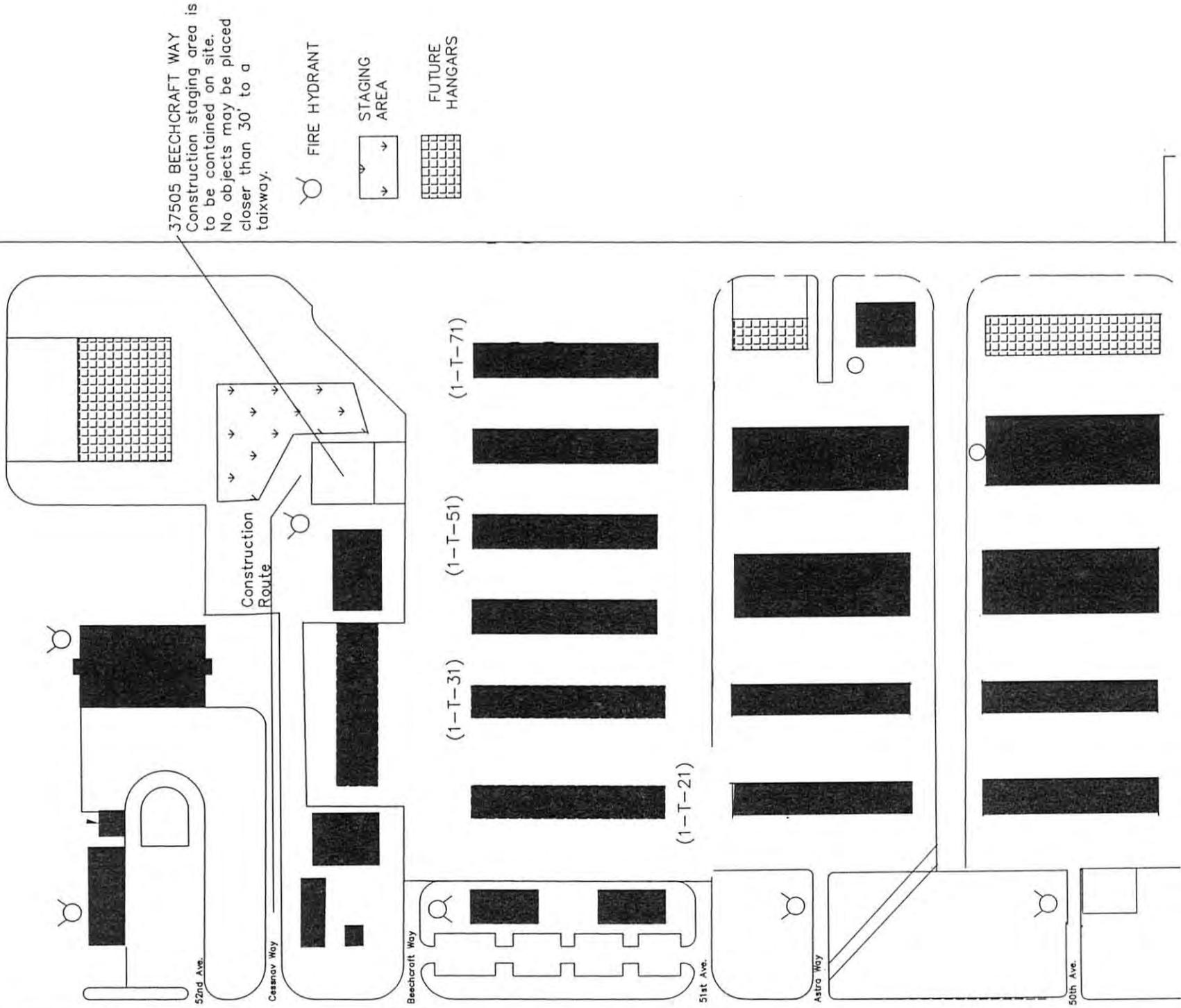
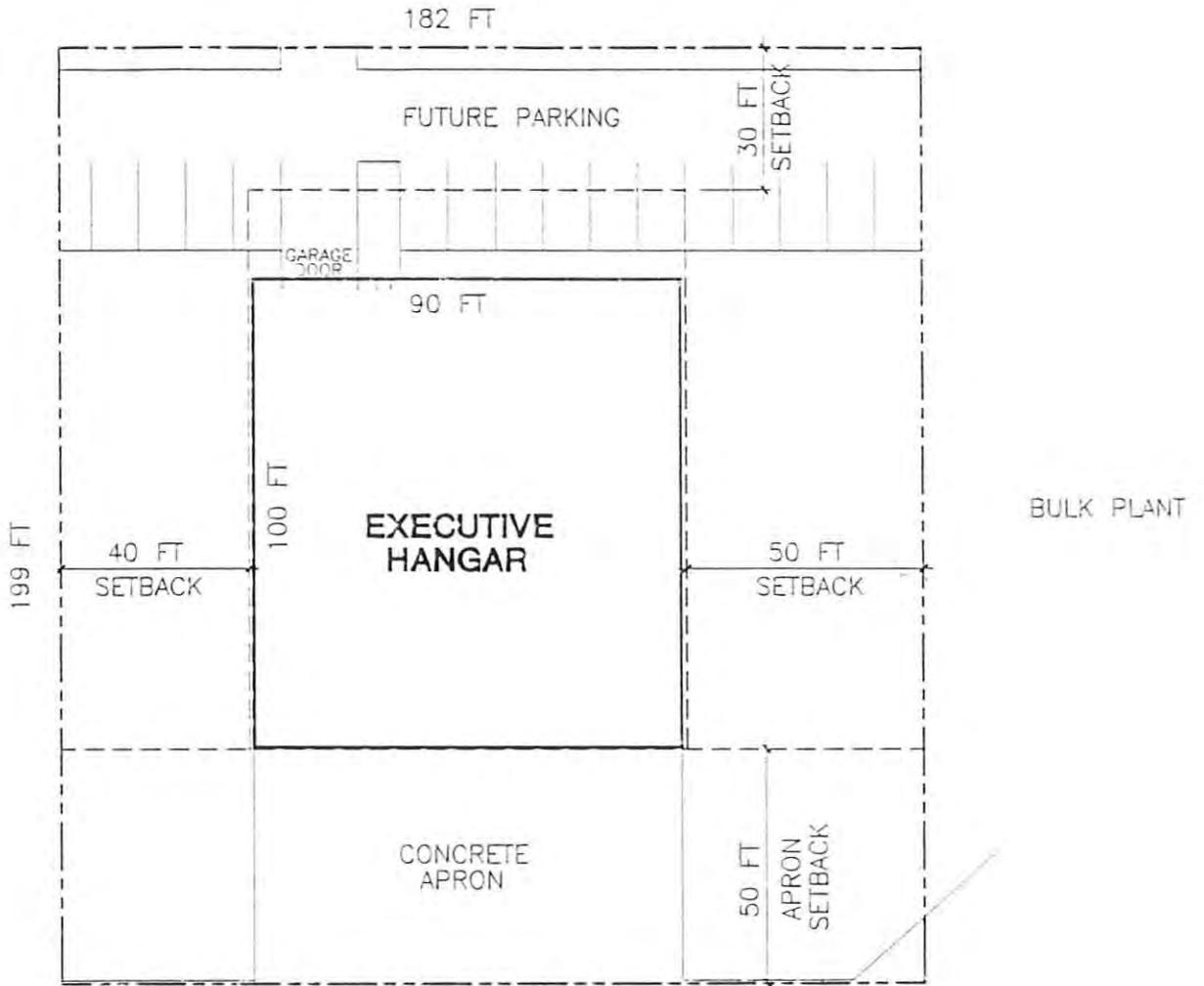


EXHIBIT "A"
Page 2 of 2



SITE DEVELOPMENT PLAN

FRONT RANGE AIRPORT

1" = 40'

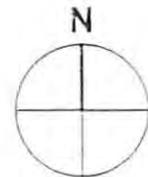


EXHIBIT “B”

DEVELOPMENT STEPS FOR CONSTRUCTION OF FACILITIES ON THE FRONT RANGE AIRPORT

Step 1

- Develop a site plan for the intended project
- Present the site plan to the airport staff for conceptual approval

Step 2

- Develop floor plan with elevations of project
- Present the floor plan with elevations to the airport staff for conceptual approval

Step 3

- Submit grading and drainage plan to airport staff for approval (2 Sets)
- Submit final plans and elevations including exterior finishes to airport staff for approval (2 Sets)
- Submit final Site Plan including landscaping to airport staff for approval (2 Sets)

Step 4

- Submit plans from step 3 along with other required documents to the Adams County Building Department for final approval
- Provide the airport staff with written evidence of financial responsibility from a bank or other verifiable source that shows the ability to complete the project
- Payment of the Annual Land Lease
- Submit fire hydrant plan to airport staff for approval
- Payment of Water & Sewer Tap Fees -- \$5,000
- Certificates of Insurance on file with the Front Range Airport Authority

BEGIN CONSTRUCTION

EXHIBIT "C"

INSURANCE

The Tenant shall carry and maintain, at its own expense and without cost to the Landlord, the kinds and minimum amounts of insurance listed below. Insurance requirements may be amended by the Landlord during the course of this Lease. Each policy shall provide that the policy may not be canceled without the insurance company giving Landlord at least thirty (30) days written notice.

I. Comprehensive General Liability

In the amount of not less than One Million Dollars (\$1,000,000.) combined single limit. Coverage to include:

- A. Premises
- B. Products/Completed Operations
- C. Broad Form Comprehensive, General Liability

II. Comprehensive Automobile Liability

In the amount of not less than Six Hundred Thousand (\$600,000.) combined single limit for bodily injury and property damage.

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

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

IV. Fire and Hazard Insurance

At all times, upon commencement of construction of the Premises, Tenant shall carry fire and extended coverage hazard insurance, including vandalism and malicious mischief protection of Two Hundred Thousand Dollars (\$200,000.00).

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. Current Certificates shall be submitted to Landlord.

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

Additional Provisions

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.

The clause entitled "Other Insurance Provisions" contained in any policy including Front Range Airport Authority, as an additional insured shall not apply to Front Range Airport Authority.

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.

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 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 this Lease, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification of Landlord.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 2, 2018
SUBJECT: Land Lease Extension
FROM: 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:

Front Range Condo Association, Inc. ("Tenant") has a land lease located at 37400 Astra Way on a parcel of airport property, the land lease will expire on April 1, 2035, and Tenant would like to extend the lease to fifty ("50") years. Approval of Amendment 1 will extend the lease to expire on March 31, 2045.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

1. Attorney

ATTACHED DOCUMENTS:

1. Resolution
2. Unimproved 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:			<hr/> <hr/>

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT 1 TO LAND LEASE BETWEEN COLORADO
AIR AND SPACE PORT AND FRONT RANGE CONDO ASSOCIATION, INC.

Resolution 2018-

WHEREAS, in 1994, the Colorado Air and Space Port (“Airport”) entered into an Unimproved Land Lease with Cole D. Smith, Ben D. Magnuson, and Fliteline Systems, concerning a parcel of land at the Airport; and,

WHEREAS, Cole D. Smith, Ben D. Magnuson, and Fliteline sold the hangar to Front Range Condo Association, Inc. (“Tenant”), however Tenant is unable to locate written documentation of the sale; and,

WHEREAS, Tenant is the current owner of the Land Lease, and will indemnify the airport in the event the former owner challenges the assignment; and,

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

WHEREAS, the Land Lease will expire in 2035; and,

WHEREAS, by means of the attached Amendment 1 the parties wish to extend the term of the Land Lease through March 31, 2045 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 Land Lease between the Colorado Air and Space Port and Front Range Condo Association, Inc., a copy of which is attached hereto, is hereby approved.

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

**AMENDMENT 1 TO LAND LEASE AGREEMENT BETWEEN THE
FRONT RANGE AIRPORT AND FRONT RANGE CONDO
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 Front Range Airport, and Front Range Condo Association, Inc., located at 37400 Astra Way, Watkins, CO 80137 ("Tenant").

RECITALS

A. WHEREAS, the Front Range Airport Authority ("Authority") and Cole D. Smith, Ben D. Magnuson, and Fliteline Systems entered into an Unimproved Land Lease ("Lease") August 10, 1994, regarding land at the Front Range Airport; and,

B. WHEREAS, Cole D. Smith, Ben D. Magnuson, and Fliteline sold the hangar to Front Range Condo Association, Inc. ("Tenant"), however Tenant is unable to locate written documentation of the sale; and,

C. WHEREAS, Tenant is the current owner of the Land Lease, and will indemnify the airport in the event the former owner challenges the assignment, Tenant continues to occupy the leased premises; and,

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

E. WHEREAS, the initial term of the Lease expires on April 1, 2035, and by means of this Amendment 1 the parties wish to extend the term to March 31, 2045, 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 April 1, 1995 and ending at midnight on March 31, 2045. Tenant must remain in full compliance with the terms of this lease and the Minimum



Standards, as may be changed from time to time, and must remain a financially viable entity, and must also maintain the structural integrity and condition of the building to the Landlord's reasonable satisfaction at all times during the term of the Lease. In the event Tenant fails to comply with the obligations in this Section 3, Landlord may terminate this Lease upon thirty days written notice. Provided that the Property is serviceable as determined by the Airport, the Property shall revert to the Airport at the end of this lease extension. If the Property is not serviceable, it shall be removed from the Airport by Tenant at the termination of this lease extension.

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

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

ATTEST:
STAN MARTIN, CLERK
& RECORDER

By: Chair

Deputy Clerk

APPROVED AS TO FORM:

County Attorney's Office

FRONT RANGE CONDO ASSOCIATION,
INC., TENANT



By: Steve Davis, President

LEASE

EJS
WJH

This lease made this ^{10th} day of ~~April~~ ^{August}, 1994, by and between Front Range Airport Authority, a political subdivision of the State of Colorado, located At 5100 Quail Run Road, Watkins, Colorado, 80137 "Landlord", and Cole D. Smith and Ben D. Magnuson, and Fliteline Systems, a General Partnership, by partners, authorized to do business within the State of Colorado, located at P.O. Box 28, Ten Sleep, Wyoming, 82442, "Tenant". Under terms and conditions of this lease, "Tenant" shall also mean any condominium owners association composed of condominium unit owners using and occupying the real property herein pursuant to the terms and conditions of a condominium declaration and bylaws approved by the Landlord.

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 does hereby lease to Tenant and the Tenant does hereby lease from the Landlord those certain premises situated at Front Range Airport, County of Adams, State of Colorado, and being described as follows:

EJS
WJH

SE 1/4 of Section 16, Township 3 South, Range 64 W, 6th P.M.
~~Sec 1/4 of Section 16, Township 3 South, Range 64W.~~

hereinafter called "premises", the configuration of which is set forth in Exhibit A, attached hereto and incorporated herein. The Tenant shall construct improvements on the premises, which improvements shall remain the property of the Tenant, its successors and assigns, during the term of this Lease.

2. **Business Purpose.** The premises are to be used for the construction and use of aircraft hangar buildings and facilities, which shall be organized, sold and owned as leasehold condominium aircraft hangar units. The sale and ownership of condominium units 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 in the premises.

The aircraft hangar buildings and leasehold condominium units therein are to be used for aeronautical purposes and specifically for the purpose of parking and storing aircraft, non-commercial construction of small aircraft, and for maintenance and other routine activities associated with aircraft ownership. The owners and occupants of units shall not engage in any other use of the premises without prior written consent from the Landlord. Tenants may park their automobiles within their unit while using the aircraft. Tenants are subject to this Lease Agreement, the "Minimum Standards" of the Front Range Airport Authority as may be amended from time to time, the T-Hangar Lease set forth in Exhibit B, attached hereto and incorporated herein, and all Federal, State and Local ordinances and laws.

EJS
WJH

3. **Term.** The term of this Lease shall be for forty (40) years, commencing ~~April~~ ^{August} 10, 1994 and ending midnight April 10, 2034.

August

2A
CS
January 1, 2010
4. **Rent.** The rent for said premises for the first year of this Lease, commencing upon execution hereof, shall be at the annual rate of \$.18 per square foot, with the entire lease consisting of 13,440 square feet, as shown on Exhibit A, foot print of building, effective until ~~April~~, 2009. Future rent will be computed by multiplying the per square foot rate in effect at that time by 35,840 square feet, as shown Exhibit A, the foot print of the leasehold space. Such rent shall be paid to the Landlord annually on the 15th day of ~~April~~^{JANUARY}, and shall be mailed or delivered by hand to 5100 Quail Run Road Watkins, Colorado 80137.

CS
JANUARY 1, 1996
a. **Future Rental Periods.** Commencing on ~~April~~^{JANUARY}, 1995 and once every year thereafter, the annual rental sum shall be adjusted based upon the CPI-U for Denver Metropolitan area, Colorado, for the period July 1 through June 30 preceding such determination; PROVIDED, that rent for said rental period shall not be more than ten percent (10%) higher than that fixed for the prior calendar year.

CS
JANUARY 1, 1995
b. **Late Charges.** The annual rent shall be due and owing as of the first day of each lease-year, commencing ~~April~~^{JANUARY}, 1994. In the event rent is not timely paid, Landlord may assess, and the Tenant shall pay upon any installment of rent or portion thereof not paid within ten (10) days after such rent installment is due and payable, a late charge penalty for each month or fraction thereof during which the rent or a portion thereof is not paid, equal to five percent (5%) of the amount of such rent or portion thereof (plus accrued late charge penalties, if any) due and payable, or, if the rent due and owing is not paid within 10 days after becoming so due and owing, Landlord, at Landlord's election, may terminate this Lease in its entirety. The amount of the late charge penalty shall be added to the amount due each month and the total thereof shall be subject to a late charge for each succeeding month or fraction thereof in the amount of five percent (5%) of the total.

5. **Assignment of Lease; Release of Lessee.** The Lessee/Tenant, Fliteline Systems, shall be succeeded as Lessee/Tenant by a condominium association composed of leasehold condominium unit owners at the time set out in the declaration and bylaws of the condominium association, organized and existing under the laws and authorities of the State of Colorado, but in no event prior to completion of construction, the issuance of a certificate of occupancy and final approval by the Landlord. Only the condominium association, and not the individual unit owners, shall succeed Fliteline Systems as Lessee/Tenant. The Landlord, with the intention of discharging the business and personal liability of the Lessee/Tenant Fliteline Systems, and the individual partners thereof, their heirs, executors, and administrators, shall release Lessee/Tenant Fliteline Systems from all liability with respect to the collection of future rent. Said release shall occur automatically upon the assignment to the condominium owners' association.

6. **Building Construction on Premises.** Any building construction proposed on the premises shall be approved by the Landlord prior to commencement of construction. Any buildings 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 building, to be filed with the Landlord and approved by the Landlord prior to commencing construction. Tenant agrees to construct one building

containing 14 T-Hangars pursuant to this Lease. The building(s) 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. Any excess soil from this construction shall be removed from the site by the Tenant to a location determined by the Landlord's designated official. All buildings shall be used for the business purpose(s) set forth in paragraph 2 of this Lease. All work shall be warranted for a period of two years by the Tenant and Tenant agrees to correct any work which proves defective or deficient without cost to the Authority. The warranty can not be assigned, transferred or delegated to subsequent Tenants.

a. Unless construction of the building to be located upon Parcel "A", as set forth in exhibit A to this Lease, is commenced within one hundred eighty (180) days of the date this Lease is executed and the initial building completed within one hundred eighty (180) days after commencement of construction, the Landlord shall have the right upon giving sixty (60) days' written notice to the Tenant to terminate this Lease. In the event of such termination, the Landlord may retain all rents therefore received by it, and all rights of the Tenant shall absolutely terminate. In the event any rent is owing by the Tenant at the effective date of termination pursuant to said notice, the Tenant shall pay rent within ten (10) days of said effective termination date. It shall be the responsibility of the Tenant to secure at Tenant's sole expense all permits and approvals required for the use of the premises and construction of any building thereon.

7. **Clearing and Grading Premises.** The Tenant shall perform at the Tenant's own expense any clearing or grading of the premises required. Grading and clearing shall be done to such standards and on such grades as the Landlord may require. The Tenant shall secure any grading permit that may be required prior to commencement of any grading.

8. **Repairs.** The premises have been and are accepted in their present condition, and 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 building 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 said premises in as good repair as they now are or may hereafter be put to. All repairs shall be at Tenant's sole cost and expense.

9. **Utilities.** The Airport Authority will provide paved roadway, taxiway, water, electrical, telephone, natural gas, sewer and storm drainage access to the perimeter of the leased area. The Tenant must provide all improvements within the perimeter of leased areas including, but not limited to, paving, landscaping, buildings, parking, lighting, septic/sewer, gas, telephone and other facilities. The Tenant hereby covenants and agrees to pay all monthly or other regular charges for heat, light, and water, and for all other public utilities which shall be used in or charged against the leased premises during the full terms of this Lease. Landlord agrees to cooperate in the acquisition of temporary hook ups.

10. **Taxes.** The Tenant hereby covenants and agrees to pay all property and other

taxes that are assessed against the premises during the full term of this Lease. Taxes shall be paid not later than November 15 of each tax year commencing with the first tax statement received by Tenant.

11. **No Occupancy of Building(s) Prior to Issuance of Certificate of Occupancy.** The Tenant shall not occupy or use any building hereafter erected on the premises until a certificate of occupancy thereof shall have been issued.

12. **Structure Repair and Maintenance.** The Tenant agrees at its expense, without cost or expense to the Authority, during the terms hereof, to keep the leased premises and improvements thereto and thereon in good and usable repair and maintenance and the improvements in a safe, sanitary, orderly and sightly condition. Such premises shall, at all times, be maintained in accordance with any applicable Building Code of Adams County, as adopted, amended or modified from time to time as required by law. Without limiting the foregoing:

a. Good Condition. Tenant shall keep the leased premises in good order and condition as set out above and will do all necessary and appropriate maintenance. If Tenant fails to so maintain the premises, the Authority, after thirty (30) days' written notice to Tenant, may, but shall not be obligated to, perform such maintenance and the cost thereof shall be additional rent due the Authority on the next date for payment of rent installments under paragraph 4 hereof.

b. Removal of Waste. Tenant shall be responsible for the placement and charges of suitable trash containers for the removal of waste. Tenant shall not permit rubbish, debris, waste materials, or anything noxious or detrimental to safety or health or likely to create objectionable odors, a fire hazard, or conducive to deterioration, to remain on any part of the leased premises or to be disposed of improperly. Tenant shall not permit any wastes, liquids, or other material to become a part of the influence to the Authority's sewage plant which would cause malfunction of the plant equipment or impede the normal chemical and biological workings of the plant process system. Tenant shall also be responsible for control of animals and rodent, insect and bird elimination upon the leased premises.

c. Paved and Landscaped Area: Snow Removal and Maintenance. Tenant shall be responsible for the cost of removing snow from and maintaining the cleanliness of all ramp and ramp taxiways, hangar taxiways, and paved areas on Exhibit "A".

d. Repair. Tenant agrees to maintain in good condition the integrity of the parking lot and apron.

13. **Use.** The Tenant shall conduct and carry on in said premises only the business for which said premises are leased, and shall not use the premises for illegal purposes.

14. **Liens and Insolvency.** Tenant shall keep the leased premises and the property in which the leased premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. If the Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if receiver, assignee, or other liquidating officer is appointed for the business of the Tenant, the Landlord may cancel this Lease at the Landlord's option.

15. **Assignment and Subletting; Sale of Condominium Units.**

a. **Assignment.** This Lease may be assigned by the Tenant in whole only and not in part, and only with the prior written consent of the Landlord.

In the event of an assignment, such assignment may only be made to an assignee for a use of the premises as set forth in paragraph 2 of this Lease.

Subject to the provisions of paragraph 5 herein, the assignee must be shown to the Landlord to be of such financial standing and responsibility at the time of such assignment as to give reasonable assurance to the Landlord of prompt payment of all rents and other amounts to be paid under this Lease, and of full compliance with all other terms, covenants, conditions, and provisions of the Lease. No such assignment may be made or be of any force or effect if at the time of such assignment the Tenant is in default in any of the terms, covenants, conditions, and provisions of the Lease, including default in the payment of rent; PROVIDED, HOWEVER, the assignee may cure the default(s) prior to taking possession of the premises. No such assignment for any purpose shall be of any force or effect unless the Landlord first shall have consented, in writing, to said assignment and has received a true copy of the proposed assignment. The Landlord may refuse to consent to such assignment for any purpose. Such assignment shall include the then unexpired balance of the term of this Lease.

b. **Subleases.** The Tenant may sublet the whole or any portion of any buildings on the premises, but not the real property (other than that part of the real property which is beneath the buildings), to a subtenant or subtenants; provided: (1) the landlord has given its consent in writing prior to the sublease being effective; and (2) the landlord has received a true copy of the proposed sublease.

c. **Rentals.** The Tenant may rent hangar space for the purposes described in paragraph 2 of this Lease on a month-to-month basis to subtenants of the condominium unit owners, provided: (1) the Tenant submits and receives Landlord approval of the proposed rental space; (2) the tenant enters into hangar rental agreements only upon forms pre-approved by the Landlord; (3) the Tenant keeps the Landlord informed of the name, address, telephone number and aircraft registration number of all current hangar subtenants;(4) the Tenant charges monthly hangar rental fees no less than the rates now or in the future charged by the Landlord for comparable hangars; (5) the landlord reserves the right to object for cause to any specific hangar rental subtenant and reserves the right to require the tenant to terminate the hangar rental agreement of such objectionable subtenant within sixty (60) days of notice of objection.

d. Sale of Condominium Units. The parties anticipate that the aircraft hangars will be organized, sold, and owned as leasehold condominium units, as defined in paragraph 2 herein. The leasehold condominium shall be occupied by units, defined to mean a physical portion of the condominium designated for separate ownership. The boundaries of a unit are the interior surface of its perimeter walls, floors, and ceilings. The unit includes both the portion of the building so described, the air space so encompassed, the interior partitions, and other fixtures and improvements within the boundary of the unit.

The Tenant may market and sell leasehold condominium units to purchasers who will own said units subject to this Lease. The Tenant shall keep the Landlord apprised, on a regular basis, of a list of names and addresses of all condominium owners, although the failure to provide such a list shall not constitute a breach or default in any terms and conditions of this Lease.

The sale of leasehold condominium units shall be (1) subject to and pursuant to this lease; (2) subject to the Landlord's approval of the proposed leasehold interest; (3) subject to the Minimum Standards of the Front Range Airport Authority as may be amended from time to time, the T-Hangar Lease set forth in Exhibit B and all federal, state, and local ordinances and laws.

e. Default. If all or any part of the leased premises are sublet or occupied by anybody other than the Tenant, the Landlord may, after default by the Tenant, collect rent from any and all subtenants or occupants, but no such collection shall be deemed a waiver of any agreement, term, covenant, or condition hereof, nor the acceptance by the Landlord of any subtenant or occupant as tenant.

16. **Access.** The Tenant will allow the Landlord or the Landlord's agents free access at all reasonable times and upon at least twenty-four (24) hours' notice to said premises during normal business hours for the purpose of inspection. Nothing herein shall be construed in any way as limiting the authority of the Landlord's building official under existing law. In case of an emergency, the landlord shall have immediate access.

17. **Liability Insurance.** Tenant shall at all times carry and maintain liability insurance in a company or companies rated in the current edition of Best's General Ratings as at least A (excellent), and Financial Size Category of not less than Class X, or in such other company or companies not so rated which are acceptable to Landlord, insuring Tenant against all claims for damages for personal injury, including death, and against all claims for damage and destruction of property, which may arise by the acts or negligence of the Tenant, its agents, employees, or servants, or by any means of transportation whatsoever, including owned, non-owned, and hired automobiles, to the extent required in Exhibit "C" attached hereto and incorporated herein. Landlord shall be named in all such policies as an additional insured, and a duplicate true certified copy of the original of such insurance policy or policies shall be furnished to Landlord. Each such policy shall provide that the policy may not be cancelled without the company first giving Landlord at least thirty (30) days' written notice.

18. **Accidents - Indemnity.** All personal property on said leased premises shall be at the risk of the Tenant. Landlord shall not be liable for any damage, either to person or property, sustained by the Tenant or others, caused by defects now at said premises or hereafter occurring therein, or due to the condition of any buildings hereafter erected to any part or appurtenance thereof becoming out of repair, or caused by fire, or by the bursting or leaking of water, gas, sewer or steam pipes, or from any act or neglect of Landlord, its employees, its elected and appointed officials tenants, or other occupants of said buildings, or any other persons, including the Landlord, or due to the happening of any accident from any cause in or about said buildings. Tenant covenants to protect, save, and indemnify Landlord, its elected and appointed officials and employees while acting within the scope of their duties harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof.

19. **Fire Insurance.** The Tenant shall at all times and during construction carry at its own expense fire insurance, hazard insurance, and vandalism and malicious mischief fire insurance on all buildings existing or hereafter constructed on the premises acceptable to the Landlord, which policy or policies shall name the Landlord as an additional insured, and to the extent of at least eighty percent (80%) of value. The original policy, a duplicate certified true copy, or such other evidence of insurance as the Landlord shall have agreed in writing to accept, shall be on deposit with the Landlord at all times during the term hereof. Each such policy shall provide that the policy may not be cancelled without the company first giving the Landlord at least thirty (30) days' prior written notice. No such policy shall contain a deductible clause greater than ONE THOUSAND DOLLARS (\$1,000) per claim. In the event of loss, the Tenant shall pay such deductible sum.

20. **Application of Fire Insurance Proceeds on the Event of Loss.** If any building of the premises is totally destroyed by fire, earthquake, or other casualty during the term of this Lease, and if the Landlord desires to rebuild, the proceeds of insurance shall be used for the purpose of rebuilding such building. If the Landlord elects not to rebuild, the proceeds shall first be applied to the cost of clean-up to the extent required by the Landlord. The remaining insurance proceeds shall be payable on a pro-rata basis to the Landlord and Tenant based upon the total number of years in the term of this Lease and the number of years remaining. For example, if the Tenant has ten (10) years remaining on the forty year lease term, the Tenant will receive 10/40 of the proceeds and the Landlord 30/40 of the proceeds. In the case of partial destruction, the proceeds shall be used for repairing the damage. If the Landlord fails to give notice of intention to build both the Landlord and the Tenant shall have the right to declare this Lease terminated by written notice served upon the other party by mail as provided in paragraph 22 herein. It is understood that if the Tenant sublets the premises and passes the expense of fire, earthquake, or other casualty insurance or of liability insurance on to the subtenant, the Tenant will require all insurance policies to name both the Landlord and Tenant (but as Landlord thereunder) as insured parties as required above, as their interests may appear.

Likewise, upon the formation of a condominium association, where the expense of fire, earthquake, or other casualty insurance, or of liability insurance is passed on to the association,

representing the collective interests of unit owners, then the Tenant shall make certain that all insurance policies name the Landlord, the association and all individual unit owners as insured parties as required above, as their interests may appear.

Any sublease and condominium declaration shall reflect the provisions of this Lease as to the selection of the insurer and the amount and nature of the coverage.

In the event of the loss or destruction of the building improvements where the landlord and tenant agree not to rebuild or repair, this Lease shall terminate, and rent for the premises shall abate. Any rents paid for a given rent term shall be prorated, with the rent for the balance of such term refunded to the Tenant.

21. **Recovery of Leased Premises.** The Landlord is authorized to recover the leased premises from the Tenant in the event that the Airport determines the premises are required for another airport purpose. In the event such a determination is made and Landlord elects to recover the Premises, Landlord shall compensate Tenant for the value of the remainder of this Lease and the improvements constructed on the premises. In the event of disagreement as to the value of the remainder of this Lease, Landlord and Tenant agree to each retain an appraiser to determine the value of the remainder of this Lease and the improvements on the premises. If those appraisers are unable to agree on the value, a third appraiser shall be appointed and that appraisers valuation shall be conclusive and binding upon both parties. The value of the improvements shall be pro-rated based upon the remaining length of this Lease.

22. **Tenants Right of Cancellation.** In addition to any other remedies available to the Tenant, this agreement shall be subject to cancellation by the Tenant should any one or more of the following event occur:

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

b. **Supervening Event.** The occurrence of any act of God which precludes the Tenant, from the use of the property for the purposes enumerated herein or from the use of airport facilities for a period of at least six months; however, neither Tenant nor Landlord shall have any liability under this subparagraph for any act of God under any theory on which recovery may be sought:

c. **Landlord Breach of Lease.** The breach by the Landlord of any of the covenants, terms or conditions of this agreement to be kept, performed and observed by the Landlord and the failure to remedy such breach within a period of sixty (60) days after written notice from the Tenant of the occurrence of the breach;

d. **Federal Government or Other Governmental Agency Control.** The assumption by the federal government of the control of the airport or any portion thereof which

would preclude the Tenant from operating under the terms of this Lease or which would substantially restrict the Tenant from operating under the terms of this Lease. (Landlord shall have no liability for loss of use occasioned by act of the federal government.)

23. **Ownership of Constructed Improvements After Termination of Lease.** During the pendency of this Lease all buildings and improvements on the property shall be owned entirely by the Tenant and its successors and assigns. Upon termination of this Lease the building, alterations, additions, and improvements made by the Tenant to the property shall become the sole property of the Landlord, and the ownership of said improvements shall be vested in fee simple in the Landlord. Upon termination of this Lease, the Landlord may elect to accept the premises or may, upon reasonable notice to the Tenant, require the premises to be surrendered in the same conditions as existed at the time of execution of this Lease. Upon termination of this Lease, the premises shall be surrendered without notice in a neat and clean condition. All keys to all buildings on the premises shall be surrendered to the Landlord.

The Tenant may install in the leased premises such fixtures and equipment as the Tenant deems desirable at the Tenants own expense. All such items shall remain the Tenants property and may be removed by the Tenant at or before termination of this Lease, PROVIDED that the Tenant shall repair any damage to the premises caused by the removal.

24. **Right of First Refusal.** For consideration in the amount of \$1.00, Tenant is hereby granted a right of first refusal to lease an adjacent parcel of land, as described in the legal description attached hereto as Exhibit A and referred to herein as Option #1. If the right of first refusal is not exercised within ten (10) days of notice from Landlord, this amount is non-refundable. To exercise the right of first refusal, Tenant must deliver notice to the Landlord in writing that it is irrevocably electing to exercise its right of first refusal. Said notice shall be deemed delivered when received by the Landlord. If the Tenant does not elect to exercise the right of first refusal in a timely manner, Tenant will be deemed to have waived all rights to exercise this right of first refusal. If Tenant elects to exercise its right of first refusal, all terms of this lease shall apply in the same manner to Parcel B with the exception of the term and the lease rental rate per square foot. Lease of Parcel B shall be completed upon execution of a new lease agreement.

25. **Notice.** All notices and consents hereunder shall be given in writing, delivered in person, or mailed by certified mail, return receipt requested, postage prepaid, to the receiving party at its address below, Front Range Airport Authority, 5100 Quail Run Road, Watkins, Colorado 80137 and Fliteline Systems, P.O. Box 28, Ten Sleep, Wyoming 802442.

26. **Governmental Fees.** All fees due under applicable law to the City, County or State on account of any inspection made on leased premises by any officer thereof shall be paid by the Tenant.

a. **Signs.** All signs and symbols placed in the windows or doors or elsewhere about

the premises, or upon the exterior part of the buildings, shall be subject to the approval of the Landlord or Landlords agents. In the event the tenant places signs or symbols on the exterior of said buildings or in the windows or doors or elsewhere where they are visible from the street that are not satisfactory to the Landlord or Landlord's agents, the Landlord or Landlords agents may immediately demand removal of such signs or symbols, and the refusal of the Tenant to comply with such demand within a period of twenty four (24) hours will constitute a breach of this Lease, and entitle the Landlord to immediately recover possession of said premises in the manner provided by law. Any signs so placed on the premises shall be so placed upon the understanding and agreement that the Tenant will remove same at the termination of the tenancy herein created and repair any damage or injury to the premises caused thereby, and if not by Tenant, then the Landlord may have same removed at Tenant's expense. In installing any signs the Tenant shall conform to all requirements of applicable laws and regulations and pay applicable fees.

27. **Default and Re-entry.** Unless resulting from events enumerated in paragraphs 19, 20, or 22, herein, if any rents above reserved or any part thereof, shall be and remain unpaid when the same shall become due, or if the Tenant shall violate or default in any of the covenants and agreements herein contained, then the Landlord may cancel this Lease upon giving 60 days notice and re-entering said premises, but notwithstanding such re-entry by the Landlord, the liability of the Tenant for the rent provided for herein shall not be extinguished for the balance of the term of this Lease, and the Tenant covenants and agrees to make good to the Landlord any deficiency arising from a re-entry and re-letting of the premises at a lesser rental than herein agreed to.

28. **Breach of Lease by Tenant.** In the event of breach of any condition or term herein by Tenant, in addition to the terms of the agreement the Landlord shall have the right to terminate this lease upon giving written notice by certified mail, return receipt requested, to Tenant at the current address, set forth in Section 25. Failure or neglect of Landlord to act upon the breach of one or more breaches of this Lease shall not constitute or be construed as a waiver of subsequent breach by Tenant of any kind whatsoever that is created by Tenant. Upon termination of this agreement, the Landlord shall become the sole owner of all property improvements and ownership of said improvements shall be vested in fee simple in the Landlord upon default and termination of this lease by Landlord.

29. **Nonwaiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such strict performance or of the exercise of such option, or any other covenants or agreements, but the same shall be and remain in full force and effect.

30. **Removal of Property.** In the event of any entry on or taking possession of the leased premises as aforesaid, the Landlord shall have the right, but not the obligation, to remove from the leased premises all personal property located therein or thereon and may store the same in any place selected by Landlord including, but not limited to, a public warehouse, at the

expense and risk of the Tenant. Unless otherwise provided by law, Landlord shall have the right to sell such stored property, without notice to the Tenant after the property has been stored for a period of at least sixty (60) days, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Tenant to Landlord under any of the terms hereof, the balance, if any to be paid to the Tenant.

31. **Heirs and Successors.** Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors, and assigns of any or all of the parties hereto, including condominium unit owners. The Landlord acknowledges that a condominium owners association shall succeed the Tenant/signatories to this Lease and is subject to the terms of this Lease Agreement as Tenant. The Landlord hereby agrees to such succession of interest and covenants that upon the formation of the condominium owners association, the association shall be responsible and liable to perform all terms and conditions of this lease, and that the Lease shall automatically inure to the benefit of said association.

32. **Condominium Declaration.** The Tenant agrees at its own expense to develop condominium association agreements including, but not limited to Declaration of Condominium Unit Ownership for the Condominium Hangars and Bylaws for the Hangar Owners Association, under which condominium hangar units shall be sold and owned. Said agreements (Declaration and Bylaws) shall be subject to the review and approval of the Landlord and said Declaration shall be executed and acknowledged by the duly authorized representative of the Landlord. Approval of the Declaration shall not unreasonably be withheld.

33. **Hold Over.** Should the Tenant with the written consent of the Landlord, hold over after the expiration of the term of this Lease, Tenant agrees to pay Landlord comparable rates charged for other hangars, unless a different rate is agreed upon, and to be bound by all of the terms, covenants, and conditions as herein specified, so far as possible.

34. **Landlord's Ownership.** Landlord warrants that it is the owner of the leased premises and that it has the right to lease said premises under the terms of this Lease.

35. **Nondiscrimination.**

a. The Tenant, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that, in the event facilities are constructed, maintained or otherwise operated on said property described in this Lease for a purpose for which a Department of Transportation permit is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21,

Nondiscrimination in Federally Assisted Program of the Department of Transportation, and as said regulations may be amended.

b. The Tenant, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land the (1) no person on the grounds of race, color, or national origin shall be excluded from the participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; or (2) in the construction of any improvements in, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) the Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Transportation, and as said regulations may be amended.

c. In the event of breach of any of the above nondiscrimination covenants, the Landlord shall have the right to terminate this Lease and to re-enter and repossess said land and facilities thereon and hold the same as if said Lease had never been made or issued.

36. **Hazardous Substances.** The Tenant shall not permit hazardous substances, including any substances, materials, wastes, pollutants, oils, or regulated substances, or substances defined or designated as hazardous, toxic, radioactive, dangerous, or any other term in or under any environmental laws which may affect environmental or human health, to exist on the premises and shall, at Tenant's sole expense, undertake to comply with all rules, regulations, and policies of the State of Colorado and the United States Environmental Protection Agency. Tenant shall promptly notify the Fire Department of Jurisdiction the existence of any hazardous substances as required by state and federal regulations and shall comply with any requirements for hazardous waste disposal as may be imposed by applicable federal and state laws.

37. **Motor Vehicle Parking on Premises.** At any time when the Tenant is making use of aircraft, Tenant shall be permitted to park all motor vehicles within the aircraft hangar buildings. Such vehicles shall, at all times, park within the leased premises.

38. **Parking Aircraft on Premises.** The Tenant shall at no time park any aircraft or permit any aircraft to be parked on the exterior portion of the leased premises. The Tenant has the right to hangar aircraft on said leased premises and the right to charge hangar rental fees at rates no less than those rates now or in the future charged by the Front Range Airport Authority for comparable hangars. Limitations on amounts of rent chargeable shall not restrict Tenant's right to market and sell leasehold condominium units in any dollar amount at the sole discretion of Tenant.

39. **Independent Default Clause.** A condominium unit owner may not be evicted due

to a default by the board of directors of the association of unit owners so long as the unit owner has paid the pro rate share of the unit owner of the funds necessary to correct the default or because another unit owner has defaulted.

40. **Venue.** Each party hereto acknowledges that this agreement is entered into the State of Colorado and that the courts of the County of Adams, State of Colorado, shall have jurisdiction and venue for any and all claims, controversies, disputes and disagreements arising out of this agreement or the breach thereof.

41. **Site Plan.** Where reference is made in this Lease to a plot plan or site plan, it is understood and agreed between the parties that such plan must include as a minimum those matters hereinafter set forth and shall be in the form of a scale drawing of the entire leased premises with all of those matters set forth to scale and legible thereon:

- a. Location of all structures and sizes thereof, together with size and location of any future structures which the Tenant anticipates may be placed on the premises;
- b. Location of all roads, driveways, entrances, and exits;
- c. Location of all parking areas and description of method of delineating such areas by curbs or other methods;
- d. Location of all utilities and, in case of underground utilities, mention thereof;
- e. Interior and exterior drainage;
- f. Location and type of all fencing and gates;
- g. Site and exterior building lighting.

42. **Bond.** Tenant agrees to complete the improvements in complete compliance with the terms of this agreement. Should Tenant fail to complete construction of the building pursuant to the terms of Section 6.1, Tenant agrees to pay Front Range Airport Authority the sum of \$100,000 and such additional monies as shall be necessary for Front Range Airport Authority or its designee to satisfactorily complete the improvements.

Tenant agrees to defend and indemnify the Front Range Airport Authority, its agents and employees, against any and all actions, claims, and complaints brought against the Front Range Airport Authority, its agents and employees, and Tenant agrees to pay any and all liabilities, judgments, costs and fees associated with the performance of this Agreement by

Tenant, its subcontractors, agents or employees. Tenant shall defend and indemnify Front Range Airport Authority against any and all actions, judgments, costs, liabilities and fees arising from the construction, use or maintenance of the Building.

CSA
DS

IN WITNESS WHEREOF, The parties hereto have executed this Lease on the 10th day of ~~April~~, 1994.
August

Landlord:

Front Range Airport Authority

By *Edward J. Lappart*
Edward J. Lappart, Chairman

Adams County Board of Commission

APPROVED AS TO FORM
COUNTY ATTORNEY
[Signature]

By *Guillermo A. DeHerrera*
Guillermo A. DeHerrera, Chairman

Fliteline Systems

ATTEST:

By *Ben D. Magnuson*
Ben D. Magnuson, Partner

ATTEST:

By *[Signature]*
Cole D. Smith, Partner

STATE OF COLORADO)
)ss.
County of Adams)

On this ___ day of _____, 1994, before me, the undersigned, a Notary Public in and for the State of Colorado, duly commissioned and sworn, personally appeared _____, to me known to be the Chairman, respectively, of the FRONT RANGE AIRPORT AUTHORITY, a political subdivision that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said political subdivision, for the uses and purposes herein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said political subdivision.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public for the State of Colorado
My Commission expires: _____

STATE OF Washington)
)ss.
County of Snohomish)

I hereby certify and I know of and have satisfactory evidence that BEN D. MAGNUSON signed this instrument, on oath stated that he is authorized to do so, and acknowledged it as partner of FLITELINE SYSTEMS, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Lynne Longpre **LYNNE LONGPRE**
Notary Public for the State of Washington
My commission expires: 5/20/96

STATE OF _____)
)ss.
County of _____)



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 2nd, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Fernando Bencomo Portillo and Diana Villar, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Fernando Bencomo Portillo and Diana Villar for dedication of road right-of-way for \$580.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement.

FISCAL IMPACT:

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

Fund: 13
Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$1,000,000</u></u>

New FTEs requested: **YES** **NO**

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

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS
COUNTY AND FERNANDO BENCOMO PORTILLO AND DIANA VILLAR, FOR
PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA
RAMPS PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps (“street improvements”) where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 341 Elbert Way located in the Southwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Fernando Bencomo Portillo and Diana Villar (“Parcel 49”); and,

WHEREAS, Adams County requires ownership of Parcel 49 for construction of the street improvements; and,

WHEREAS, Fernando Bencomo Portillo and Diana Villar are willing to sell Parcel 49 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and Fernando Bencomo Portillo and Diana Villar, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

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

Right-of-Way Agreement

This Agreement is made and entered into by and between **Fernando Bencomo Portillo and Diana Villar** whose address is **341 Elbert Way, Denver, CO 80221** (“Owner”), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 (“County”) for the conveyance of rights-of-way on property located at **341 Elbert Way, Denver, CO 80221** hereinafter (the “Property”) for the 2018 Miscellaneous Concrete and ADA Ramps Project (the “Project”). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **FIVE HUNDRED EIGHTY AND NO/100 DOLLARS (\$580.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$540.00 for the land dedication of road right-of-way, and \$40.00 for juniper bush. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of August 17, 2018.
3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner’s property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
5. The County will remove approximately 50 square feet of lawn/sod, and juniper bush. But the County has agreed to reimburse the owner the expense of the lost lawn/sod, and juniper, and made a part of this Agreement.

6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:

By: 
Fernando Bencomo Portillo

By: 
Diana Villar

Date: 8-13-18

Date: 8/13/18

Approved:

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

Chair

Date

Approved as to Form:

County Attorney

EXHIBIT "A"

**DEED FROM FERNANDO PORTILLO AND DIANA VILLAR
TO
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being a portion of Lot 12, Block 15, of the SHERRELWOOD ESTATES FILING NO. 1, a Subdivision recorded on December 24, 1958 in File No. 10 Map 301 Reception No. 569158 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Southwesterly Corner of said Lot 12, thence North 26°43'15" West, along the Westerly line of said Lot 12, a distance of 10.00 feet;

Thence leaving said Westerly line, South 71°43'15" East, a distance of 14.14 feet to a point on the Southerly line of said Lot 12;

Thence South 63°16'45" West, along the Southerly line of said Lot 12, a distance of 10.00 feet to the Point of Beginning.

Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.



EXHIBIT "B"



FERNANDO PORTILLO AND DIANA VILLAR
LOT 12, BLOCK 15
SHERRELWOOD ESTATES FILING NO. 1
341 ELBERT WAY
PN: 1719-34-2-07-007

CONIFER ROAD

ELBERT WAY

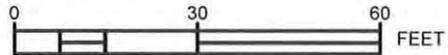
N26°43'15"W
10.00'

S71°43'15"E
14.14'

S63°16'45"W
10.00'

POINT OF
BEGINNING

AREA=
50 S.F., ±



SCALE: 1" = 30'



ADAMS COUNTY
COLORADO

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND
SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 10/2/2018
SUBJECT: Resolution designating 2018 Bank Depositories and Designating Approved Securities for Investment Purposes
FROM: Cindy Schissler
AGENCY/DEPARTMENT: Treasurer
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:

Updating list of bank depositories, Local Government Investment Pools, and securities available for investment of county funds.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office

ATTACHED DOCUMENTS:

- 1.) Resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

**RESOLUTION DESIGNATING 2018 BANK DEPOSITORIES AND DESIGNATING
APPROVED SECURITIES FOR INVESTMENT PURPOSES**

WHEREAS, pursuant to § 30-10-708, C.R.S., as amended, the Board of County Commissioners shall by resolution approve and designate one or more public depositories, as defined under § 11-10.5-101, *et seq.*, C.R.S., as amended, located within the State of Colorado into which the Adams County Treasurer shall deposit all funds and moneys that shall come into the Treasurer's possession by virtue of his office; and,

WHEREAS, pursuant to § 30-10-708, C.R.S., as amended, the Board of County Commissioners by resolution may authorize the Treasurer to invest all or any part of the funds and moneys in securities meeting the investment requirements of § 24-75 -601, *et seq.*, C.R.S., as amended; and,

WHEREAS, pursuant to §§ 30-10-708 and 24-75 -701, *et seq.*, C.R.S., as amended, funds and moneys received by the Treasurer may also be pooled for investment with other governmental entities.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Adams County Treasurer is hereby authorized to invest County funds and moneys in securities and/or pooled investments pursuant to the provisions of the applicable statutes cited herein; and,

BE IT FURTHER RESOLVED, that the following public depositories are hereby approved and designated for the deposit by the Adams County Treasurer of all funds and moneys of whatsoever kind that shall come into the Treasurer's possession by virtue of the office:

DEPOSITORIES

BANKS

Bank of Colorado, Brighton, Colorado
First Bank of Colorado (All Branches)
Guaranty Bank & Trust (All Branches)
North Valley Bank (All Branches)
TBK Bank (All Branches)
US Bank, Portland, Oregon
Wells Fargo Bank, Denver, Colorado

LOCAL GOVERNMENT INVESTMENT POOLS

POOLED GOVERNMENT FUNDS

C-Safe, Denver, Colorado
ColoTrust, Denver, Colorado
Colorado Statewide Investment Pool, Denver, Colorado

SECURITIES

FEDERAL SECURITIES

U.S. Treasury Securities
Federal Agency Securities
Repurchase Agreements

CORPORATE OR BANK SECURITIES

Corporate or Bank Debt
Supranational Debt
Certificates of Deposit
Municipal Obligations
Money Market Mutual Funds

STATE OF COLORADO AND ADAMS COUNTY

Direct General Obligation Bonds
School District Bonds
Adams County Warrants



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 10/2/2018
SUBJECT: Resolution Approving Colorado Statewide Investment Pool Indenture of Trust for Investment Purposes
FROM: Cindy Schissler
AGENCY/DEPARTMENT: Treasurer
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:

The State of Colorado has recently changed the status of Colorado Statewide Investment Pool (CSIP) from being a money market banking account to a Local Government Investment Pool (LGIP). The attached documents explain the creation and operations of the trust as well as the objectives of investments and the limits of liability.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney

ATTACHED DOCUMENTS:

- 1.) Resolution
- 2.) Amended and Restated Indenture of Trust
- 3.) Colorado Statewide Investment Pool Information Statement

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

**RESOLUTION APPROVING COLORADO STATEWIDE INVESTMENT POOL
INDENTURE OF TRUST FOR INVESTMENT PURPOSES**

WHEREAS, pursuant to C.R.S. § 30-10-708(1), as amended, the Board of County Commissioners, by resolution, may authorize the Treasurer to invest all or part of funds and moneys of whatever kind that come into the Treasurer's possession by virtue of the office, in securities, and/or other pooled investments meeting the requirements of § 24-75-601 C.R.S. *et seq.*; and,

WHEREAS, pursuant to C.R.S. §§ 30-10-708 and 24-75-701, *et seq.*, funds and moneys received by the Treasurer may also be pooled for investment with other governmental entities; and,

WHEREAS, on January 5, 2009, the Board of County Commissioners, via resolution, authorized the Adams County Treasurer ("Treasurer") to invest county funds and moneys in securities and/or other pooled investments pursuant to the provisions of the applicable statutes noted herein.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Colorado Statewide Investment Pool Amended and Restated Indenture of Trust, attached hereto as an exhibit and incorporated herein by this reference, is hereby approved and Adams County hereby joins as a participant with other local governments pursuant to the provisions of the applicable statutes cited above.

BE IT FURTHER RESOLVED that all funds and moneys of whatsoever kind that shall come into the Treasurer's possession by virtue of the office and are designated for deposit may hereafter be invested in the Colorado Statewide Investment Pool pursuant to the Amended and Restated Indenture of Trust.



COLORADO STATEWIDE INVESTMENT POOL

AMENDED AND RESTATED INDENTURE OF TRUST

Dated as of May 23, 2017

633 17th Street
Suite 2250
Denver, CO 80202
Phone (855) 274-7468
Fax (888) 535-0120

TABLE OF CONTENTS

	<u>Page No.</u>
ARTICLE I – DEFINITIONS	2
ARTICLE II – CREATION OF TRUST	4
2.1 Creation of Trust	4
2.2 Contributions to the Trust.....	4
2.3 Trustees’ Duties.....	4
2.4 Qualification of Trust	4
2.5 Purpose; Participant Requirements; Changes of Incumbency.....	5
2.6 Trustees; Signatory Public Agencies And Participants	5
2.7 Voting.....	5
ARTICLE III - TRUST OPERATIONS	6
3.1 Powers of the Board of Trustees	6
3.2 Permitted Investments	6
3.3 Legal Title	6
3.4 Disposition of Assets.....	7
3.5 Taxes	7
3.6 Rights as Holders of Trust Property	7
3.7 Delegation: Committees	7
3.8 Collection Powers.....	8
3.9 Powers: Payment of Expenses.....	8
3.10 Borrowing and Indebtedness.....	9
3.11 Deposits.....	9
3.12 Valuation	9
3.13 Fiscal Year; Accounts	9

3.14	Self-Dealing Prohibited	9
3.15	Investment Program.....	9
3.16	Power to Contract, Appoint, Retain and Employ	10
3.17	Indemnification.....	10
3.18	Remedies	10
3.19	Further Powers	11
ARTICLE IV- INVESTMENT ADVISER AND ADMINISTRATOR		11
4.1	Appointment	11
4.2	Duties of the Adviser.....	11
4.3	Duties of the Administrator	11
4.4	Successors	12
ARTICLE V - INVESTMENTS.....		12
5.1	Statement of Investment Policy and Objective.....	12
5.2	Restrictions Fundamental to the Trust.....	12
5.3	Amendment of Restrictions	12
ARTICLE VI - LIMITATIONS OF LIABILITY		13
6.1	Liability to Third Persons.....	13
6.2	Liability to the Trust or to the Participants	13
6.3	Indemnification.....	13
6.4	Surety Bonds	15
6.5	Apparent Authority	15
6.6	Representative Capacity; Recitals.....	15
6.7	Reliance on Experts.....	15
6.8	Insurance	16
ARTICLE VII - INTERESTS OF PARTICIPANTS.....		16
7.1	Beneficial Interest	16
7.2	Title to Trust Property	16

7.3	Evidence of Investment	16
7.4	Redemptions	16
7.5	Suspension of Redemption; Postponement of Payment	16
7.6	Redemptions to Reimburse Trust for Loss on Nonpayment for Shares or for Other Charges.....	17
7.7	Redemptions Pursuant to Constant Net Asset Value Policy	17
7.8	Redemptions in Kind.....	17
7.9	Defective Redemption Requests.....	18
7.10	Series or Portfolio Designations.....	18
ARTICLE VIII - RECORD OF SHARES		18
8.1	Share Register.....	18
8.2	Registrar	18
8.3	Owner of Record	19
8.4	No Transfers of Shares	19
8.5	Limitation of Fiduciary Responsibility	19
8.6	Notices.....	19
ARTICLE IX – RECORDS AND REPORTS.....		19
9.1	Inspection of Records.....	19
9.2	Reports	19
ARTICLE X - TRUSTEES AND OFFICERS		20
10.1	Number, Qualification and Succession of Trustees	20
10.2	Signatory Local Governments and Trustees	20
10.3	Vacancies	21
10.4	Elections and Appointments; Term of Office.....	21
10.5	Resignation and Removal.....	22
10.6	Officers and Advisers.....	22
10.7	By-Laws; Quorum of Trustees	22

**ARTICLE XI - DETERMINATION OF NET ASSET VALUE AND NET INCOME:
DISTRIBUTIONS TO PARTICIPANTS..... 23**

11.1 Net Asset Value..... 23

11.2 Retained Reserves 23

ARTICLE XII – CUSTODIAN..... 23

12.1 Duties 23

12.2 Appointment..... 23

12.3 Disbursement and Collection Agent..... 23

12.4 Successors 23

ARTICLE XIII - RECORDING OF INDENTURE..... 24

13.1 Recording 24

**ARTICLES XIV - AMENDMENTS TO INDENTURE AND PERMITTED
INVESTMENTS LIST; TERMINATION OF TRUST; DURATION
OF TRUST 24**

14.1 Amendment to Indenture or Permitted Investments List;
Termination 24

14.2 Duration..... 25

ARTICLE XV – MISCELLANEOUS..... 25

15.1 Governing Law..... 25

15.2 Counterparts 25

15.3 Reliance by Third Parties 26

15.4 Provisions in Conflict with Law..... 26

15.5 Section Headings..... 26

15.6 Adoption by Local Government Entities; Written Investment Policies of
Participants; Resignation and Withdrawal of Participants 26

INDENTURE OF TRUST

Colorado Statewide Investment Pool

WITNESSETH:

WHEREAS, the provisions of Title 24, Article 75, Part 7 of the Colorado Revised Statutes entitled “Investment Funds – Local Government Pooling” (the “Investment Pooling Act”) enable any county, city and county, city, town, school district or special district, or any other political subdivision of the State of Colorado, or any department, agency, or instrumentality thereof, or any political or public corporation of the State of Colorado (a “Local Government”) to pool any moneys in the treasury of such Local Government which are not immediately required to be disbursed, with the same such moneys in the treasury of any other Local Government in order to take advantage of short-term investments seeking to maximize net interest earnings; and,

WHEREAS, it is the intent of the initial Local Governments signatory hereto (such Local Governments, the “Signatory Local Governments”) to create a local government investment pool, known as the Colorado Statewide Investment Pool (the “Trust”), pursuant to the Investment Pooling Act and that this Indenture of Trust (the “Indenture”) shall serve as the agreement for such purpose; and,

WHEREAS, it is the intent and purpose of this Indenture to provide for the investment and deposit of pooled funds in only those legal investments for Local Governments in accordance with Title 24, Article 75, Part 6 of the Colorado Revised Statutes (the “Legal Investments Act”) and Title 11, Articles 10.5 and 47 of the Colorado Revised Statutes entitled the Public Deposits Protection Act (the “PDPA”); and,

WHEREAS, by resolutions duly adopted, the Signatory Local Governments hereby create the Trust as a local government investment pool pursuant to this Indenture, which action serves a governmental purpose for said Local Governments and is therefore in the best interests of said Local Governments, their officials, officers, and citizens in that such a program will offer professionally managed portfolios to meet investment needs, will result in economies of scale that will create greater purchasing powers, and will thereby lower the costs traditionally associated with the investment of the assets of said Local Governments; and,

WHEREAS, each of the Signatory Local Governments has duly undertaken all official actions necessary and appropriate to become a party to this Indenture for the purpose of establishing the Trust, and to perform hereunder, including, without limitation, the establishment of written investment policies and the enactment of any resolutions or the undertaking of other actions required pursuant to the Investment Pooling Act or other applicable law and regulations; and,

WHEREAS, it is proposed that the beneficial interest in the assets of the trust fund created pursuant to the provisions of this Indenture shall be divided into non-transferable Shares of beneficial interest, which shall be evidenced by a share register maintained by the Trustees or their agent, or by the Administrator; and,

WHEREAS, the Signatory Local Governments anticipate that other Local Governments may wish to become Participants by adopting this Indenture and becoming a party hereto;

NOW, THEREFORE, the recitals set forth above are adopted and incorporated into this Indenture of Trust. In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, now and hereafter added pursuant to the provisions herein, mutually undertake, promise and agree for themselves, their respective representatives, successors and assigns that all monies, assets, securities, funds and property now or hereafter acquired by the Trustees, their successors and assigns under this Indenture shall be held and managed in trust for the equal and proportionate benefit of the holders of record from time to time of Shares of beneficial interest herein, without privilege, priority or distinction among such holders, and subject to the terms, covenants, conditions, purposes and provisions hereof as follows:

ARTICLE I – DEFINITIONS

For purposes of this Indenture, the following terms shall have the meanings set forth:

“Administrator” means the Trust Administrator appointed by the Trustees pursuant to Section 4.1 hereof and as constituted from time to time by agreement with the Trustees which has, or has been delegated, the responsibility for administering the Trust or any aspects of it.

“Adviser” means the Investment Adviser appointed by the Trustees pursuant to Section 4.1 hereof and constituted from time to time by agreement with the Trustees which has, or has been delegated, the responsibility to effect purchases, sales, or exchanges of Trust property on behalf of the Trustees and to provide advice to the Trustees regarding the investment of Trust assets.

“Affiliate” means with respect to a person another person directly or indirectly controlled, controlled by or under the common control with such person, or any officer, director, partner or employees of such person.

“Code” means the Internal Revenue Code and any regulations promulgated pursuant thereto.

“Custodian” means a qualified financial institution selected by the Trustees pursuant to a Custodian Agreement for the purpose of receiving and holding Trust assets.

“Custodian Agreement” means the agreement between the Trustees on behalf of the Trust and Custodian.

“Designee” shall mean the individual designated as such by a Participant in writing. Such

Designee shall be the legal representative to act on behalf of each Participant. Each Participant may designate Alternate Designees.

“Eligible Public Depository” means an eligible public depository as defined in the PDPA.

“Indenture” means this Indenture of Trust as it may be amended from time to time.

“Investment Pooling Act” means Title 24, Article 75, Part 7 of the Colorado Revised Statutes, as amended, and as may be further amended from time to time.

“Legal Investments Act” means Title 24, Article 75, Part 6 of the Colorado Revised Statutes, as amended, and as may be further amended from time to time.

“Local Government” means any county, city and county, city, town, school district or special district, or any other political subdivision of the State of Colorado, or any department, agency, or instrumentality thereof, or any political or public corporation of the State of Colorado.

“Participants” means the Local Governments which adopts a Resolution to join and execute this Indenture.

“PDPA” means Articles 10.5 and 47 of Title 11 of the Colorado Revised Statutes, as amended, and as may be further amended from time to time.

“Permitted Investments” means those investments in Part 6, Article 75, Title 24 of the Colorado Revised Statutes, as amended, and as may be further amended from time to time.

“Rules” means Rules of the Colorado Securities Act, Chapter 9 Local Government Investment Pool Trust Funds.

“Shares” shall have the meaning ascribed to such term in Section 7.1 hereof.

“Signatory Local Government” means a Local Government which has agreed to be a signatory to this Indenture for the purpose of creating a statutory trust as authorized by the Investment Pooling Act.

“Trust” means the trust created by this Indenture.

“Trust Property” means any and all property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to the Trust and all income, profits and gains therefrom and which, at such time, is owned or held by, for the account of the Trust.

“Trustee” means any member of the Board.

“Trustees” means individuals appointed by the Board of Trustees and, unless otherwise provided herein, approved by the Participants to administer and supervise the affairs of the Trust.

ARTICLE II – CREATION OF TRUST

2.1 **Creation of Trust.** By these present, a Colorado statutory trust is hereby established by this Indenture. The Trust shall be called the “Colorado Statewide Investment Pool”. The Trustees may use such other designations, including “CSIP”, as the Trustees deem proper. So far as may be practicable, the Trustees shall conduct the Trust’s activities, execute all documents and sue or be sued under that name or designation, which name or designation (and the word “Trust”) wherever used in this Indenture, except where the context otherwise requires, shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisers, consultants, or accountants of the Trustee, nor shall such term refer to the Signatory Local Governments or Participants. Should the Trustees determine that the use of such name or designation is not practicable, legal or convenient, they may use such other designation or they may adopt such other name for the Trust as they deem proper, and the Trust may hold property and conduct its activities under such designation or name. The Trustees shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such name or designation in accordance with the laws of the State of Colorado or the United States of America so as to protect and reserve the right of the Trust in and to such name or designation.

2.2 Contributions to the Trust.

(a) All contributions that a Participant makes to be invested by the Trustees shall be paid and delivered to the Trustees to be held in the Trust.

(b) All payments made by a Participant to the Trust, and all other money or property that lawfully becomes a part of the Trust, together with the income, appreciation or depreciation and expenses, if any, therefrom, shall be held, managed and administered in trust, pursuant to the terms of this Indenture. The Trustees accept this Trust and agree to perform the duties, responsibilities and obligations under this Indenture allocated to them as fiduciaries.

2.3 **Trustees’ Duties.** The Trustees shall not have the right and shall not be subject to any duty to demand or collect contributions from the Participants, or from any other person or entity, or to enforce or attempt to enforce any agreement that may be considered to require contributions to this Trust. The Trustees shall be accountable only for transfers and contributions made to the Trust fund in accordance with the terms of this Indenture.

The powers, rights, and obligations of the Trustees shall be established and governed solely by this Indenture.

2.4 **Qualification of Trust.** This Trust is intended to be exempt from income tax pursuant to Section 115 of the Code, and shall be construed and operated in all respects consistently with that intention. The Trustees shall take no action which would adversely affect the tax-exempt status of the Trust. The Trustees may demand assurances satisfactory to them that any action which they are directed to take will not adversely affect the tax-exempt status of the Trust. The Trustees, or their Designee, shall take any and all actions necessary to ensure that the Trust obtains all appropriate qualifications and determination, to the extent necessary, that it is and continues to be exempt from income tax under Section 115 of the Code.

2.5 **Purpose; Participant Requirements; Changes of Incumbency.**

(a) The purpose of the Trust is to provide a surplus funds trust fund in accordance with Colorado law permitting Local Governments to pool monies available in their treasuries, which are not immediately required to be disbursed, with the same such monies in the treasuries of other Local Governments, in order to invest them and earn interest in accordance with, and as permitted by, the provisions of the Investment Pooling Act and the Legal Investments Act or other laws of the State of Colorado governing the investment of monies of a Local Government, and as allowed by law. No Participant shall be required to appropriate any funds or levy any taxes to establish or contribute to this Trust. The Trustees may provide for the payment or repayment of any expenses from the earnings of the Trust.

(b) Only those Local Governments which adopt this Indenture and have complied with the provisions of this section may become Participants. The Designee empowered to invest funds of each Local Government or such other person designated by the Participant to serve in such capacity (an "Alternate Designee"), shall be the legal representative to act for and on behalf of such Local Government for purposes of this Indenture.

(c) Each Local Government adopting this Indenture, and otherwise complying with the provisions hereof, shall become a Participant only upon adopting this Indenture and depositing into the Trust the minimum total investment as that amount is established from time to time by the Trustees. Whenever the balance in a Participant's account is less than the minimum established by the Trustees, the Trustees may redeem the Shares and close the account; provided that thirty (30) days' prior notice shall be given to such Participant and redemption shall only be permitted if the Participant has not restored the balance in the account to the minimum amount established prior to the expiration of such thirty (30) day period which begins with the date of such notice. If the Trustees change the minimum total investment to an amount greater than the investment of any Participant at the time that such change becomes effective, the investment of such Participant shall not be redeemed without such Participant's consent.

(d) In the event that a Designee shall no longer be authorized to act on behalf of such Participant as a Designee, and in the absence of any duly-appointed Alternate Designee, any funds placed in the Trust by such Designee shall be held hereunder for the benefit of the Local Government for which he or she was acting at the time the vacancy or termination of authority occurred. Any Designee assuming office, either to fill a vacancy in such office or to begin a new term following the expiration of the term in office of his or her predecessor, or otherwise becoming authorized to act as Designee on behalf of such Participant, shall become the succeeding legal representative of the Local Government by the Local Government filing written notification of such with the Trustees in a form acceptable to the Trustees.

2.6 **Trustees; Signatory Public Agencies and Participants.** No Signatory Local Government or Participant, nor any or its officers, employees, agents or representatives shall have any liability under this Indenture as a result of service by its Designee as a Trustee.

2.7 **Voting.** Each Participant of record holding Shares shall be entitled to vote, through its Designee or an Alternate Designee, on the following matters: (a) Election of the Board, (b)

Amendment of this Indenture, (c) Termination of the Trust, and (d) Reorganization of the Trust. Each Participant shall be entitled to one vote for each whole share held by the Participant and each Participant shall be entitled to one fractional vote for each fractional share held by the Participant. A proxy purporting to be executed by or on behalf of a Participant shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger. The Trustees shall determine any such challenge and their decision shall be final. The approval of a simple majority of the voting Shares shall be sufficient to approve any action at a meeting or other election of the Participants except as provided in Sections 10.4. and 14.1.

All matters other than the (a) Election of the Board, (b) Amendment of this Indenture, (c) Termination of the Trust, and (d) Reorganization of the Trust shall be decided through a vote of the Board of Trustees. Each Trustee shall be entitled to cast one vote and such vote shall not be allocated on the basis of the number of Shares held by that Trustee's Local Government.

ARTICLE III - TRUST OPERATIONS

3.1 Powers of the Board of Trustees. Subject to the rights of the Participants as provided herein, the Trustees shall be the investment officer of the Trust and shall have authority over the Trust Property and the affairs of the Trust to administer the operation of the Trust, subject to the requirements, restrictions and provisions of this Indenture, including the power to delegate such functions of administration pursuant to Section 3.16 hereof. The Trustees may do and perform such acts and things as in their judgment and discretion, subject to the requirements and restrictions of this Indenture, as are necessary and proper for conducting the affairs of the Trust or promoting the interest of the Trust and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The Trustees may exercise any power authorized and granted to them by this Indenture. Such powers of the Trustees may be exercised without the necessity of any order of, or resort to, any court.

3.2 Permitted Investments. The Trustees shall have the following investment powers:

(a) To conduct, operate and provide an investment program for the pooling of surplus funds of a Local Government to invest in the Permitted Investments as may be modified from time to time as provided in this Indenture;

(b) For such consideration as they may deem proper and as may be required by law, to subscribe for, assign, transfer, exchange, distribute and otherwise deal in or dispose of Permitted Investments; and

(c) To contract for, and enter into agreements with respect to, the purchase and sale of Permitted Investments.

3.3 Legal Title.

(a) Legal title to all of the Trust Property shall be vested in the Trustees on behalf of the Participants, who shall be the beneficial owners except that the Trustees shall have full and complete

power to cause legal title to any Trust Property to be held, on behalf of the Participants, by or in the name of the Trust, or in the name of any other Person as nominee, on such terms, in such manner, and with such powers as the Trustees may determine, so long as in their judgment the interest of the Trust is adequately protected.

(b) The right, title and interest of the Trustees in and to the Trust Property shall vest automatically in all persons who may hereafter become Trustees upon their due selection and qualification without any further act. Upon the resignation, disability, removal, adjudication as an incompetent, disqualification pursuant to the terms of this Indenture, or death of a Trustee, he or she (and in the event of his or her death, his or her estate) shall automatically cease to have any right, title or interest in or to any of the Trust Property, and the right, title and interest of such Trustee in and to the Trust Property shall vest automatically in the remaining Trustees without any further act.

3.4 Disposition of Assets. In winding up the affairs of the Trust, the Trustees shall have full and complete power to sell, exchange or otherwise dispose of any and all Trust Property free and clear of any and all trusts and restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing including giving consents and making contracts relating to Trust Property or its use.

3.5 Taxes. The Trustees shall have full and complete power:

(a) To pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the Trust or the Trustees in connection with the Trust Property or upon or against the Trust Property or income or any part thereof;

(b) To dispute, settle and compromise tax liabilities; and

(c) For the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees to be necessary or desirable.

3.6 Rights as Holders of Trust Property. The Trustees shall have full and complete power to exercise on behalf of the Participants all of the rights, powers and privileges appertaining to the ownership of all or any Permitted Investments or other property forming part of the Trust corpus to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more persons, which proxies and powers of attorney may be for meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

3.7 Delegation: Committees. The Trustees shall have full and complete power (consistent with their continuing exclusive authority over the management of the Trust, the conduct of its affairs, their duties and obligations as Trustees, and the management and disposition of the Trust Property), in addition to the delegation powers set forth in Section 3.16 hereof, to delegate from time to time to such one or more of their number (who may be designated as constituting a

Committee of the Trustees) or to officers, employees or agents of the Trust (including, without limitation, the Administrator, the Adviser and the Custodian) the doing of such acts and things and the execution of such instruments, either in the name of the Trust or the names of the Trustees or as their attorney or attorneys, or otherwise as the Trustees may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Trust.

3.8 Collection Powers. The Trustees shall have full and complete power:

(a) To collect, sue for, receive and receipt for all sums of money or other property due to the Trust including, without limitation, the power to file proofs of claim in any bankruptcy or insolvency matter;

(b) To consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations;

(c) To engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the Trust Property;

(d) To foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts by virtue of which any sums of money are owed to the Trust;

(e) To exercise any power of sale held by the Trustees, and to convey good title thereunder free of any and all trusts, and in connection with any such foreclosure or sale, to purchase or otherwise acquire title to any property;

(f) To be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other person any securities, investments or obligations of any person which form a part of the Trust Property, for the purpose of such reorganization or otherwise;

(g) To participate in any arrangement for enforcing or protecting the interests of the Trustees as the owners or holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement;

(h) To extend the time (with or without security) for payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments; and

(i) To pay or satisfy any debts or claims upon any evidence that the Trustees shall deem sufficient.

3.9 Powers: Payment of Expenses. The Trustees shall have full and complete power:

(a) To incur and pay charges or expenses which in the opinion of the Trustees are necessary or incidental to or proper for the carrying out any of the purposes of this Indenture;

(b) To reimburse others for the payment therefor; and

(c) To pay appropriate compensation or fees from the funds of the Trust to persons with whom the Trust has contracted or transacted business.

The Trustees may pay themselves or any one or more of themselves reimbursement for expenses reasonably incurred by themselves or any one or more of themselves on behalf of the Trust.

Notwithstanding any provision of this Indenture to the contrary, in no event shall any expenses of administration of the Trust be payable from any source other than Trust Property.

3.10 Borrowing and Indebtedness. The Trustees shall not incur indebtedness on behalf of the Trust, or authorize the Trust to borrow money or incur indebtedness, except as expressly provided in Section 5.2(b) hereof.

3.11 Deposits. The Trustees shall have full and complete power to deposit, subject to the provisions of the PDPA, in such a manner as may now and hereafter be permitted by this Indenture or applicable law, any monies or funds included in the Trust Property and intended to be used for the payment of expenses of the Trust or the Trustees, with one or more banks, trust companies or other banking institutions whether or not such deposits will draw interest. Such deposits are to be subject to withdrawal in such manner as the Trustees may determine, and the Trustees shall have no responsibility for any loss which may occur by reason of the failure of the bank, trust company or other banking institution with which the monies, investments, or securities have been deposited. Each such bank, trust company or other banking institution shall comply, with respect to such deposit, with all applicable requirements of all applicable laws including, without limitation, with the PDPA.

3.12 Valuation. The Trustees shall have full and complete power to conclusively determine in good faith the value of any of the Trust Property and to revalue the Trust Property as the Trustees deem appropriate consistent with the provisions of this Indenture.

3.13 Fiscal Year; Accounts. The Trustees shall have full and complete power to determine the fiscal year of the Trust and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. The fiscal year shall be as set forth in the By-Laws.

3.14 Self-Dealing Prohibited.

(a) No Trustee, officer, employee or agent of the Trust shall cause or permit the Trust to make any investment or deposit, enter into any contract or other arrangement, or perform any act which confers or might reasonably be expected to confer any special benefit upon such person or any Affiliate of such person.

(b) The Trust shall not enter into any investment transaction with any Affiliate of the Trust, or with the Adviser or the Administrator or any Affiliate thereof, or with any other officer, director, employee or agent of the Trust or any Affiliate thereof. Provided, however, the Trust may deposit moneys and purchase and sell Permitted Investments from and to the Custodian or an Affiliate

of the Custodian.

3.15 Investment Program. The Trustees shall use their best efforts to obtain, through the Adviser or other qualified persons, a continuing and suitable investment program, consistent with the investment policies and objectives of the Trust, and the Trustees shall be responsible for reviewing and approving or rejecting the investment program presented by the Adviser or such other persons. Subject to the provisions of this Indenture, the Trustees may delegate functions arising under this Section 3.15 to one or more of their number or to the Adviser.

3.16 Power to Contract, Appoint, Retain and Employ. Subject to the provisions of this Indenture, the Trustees shall have full and complete power to appoint, employ, retain, or contract with any person of suitable qualifications and high repute to perform any or all of the following functions under the supervision of the Trustees:

(a) Serve as the Trust's investment Adviser administrator or co-administrator pursuant to Article IV;

(b) Furnish reports to the Trustees and provide research, economic and statistical data in connection with the Trust's investments;

(c) Act as consultants, accountants, technical advisers, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositaries, custodians or agents for collection, insurers or insurance agents, registrars for Shares or in any other capacity deemed by the Trustees to be necessary or desirable;

(d) Investigate, select, and, on behalf of the Trust, conduct or engage others to manage relations with persons acting in such capacities and pay appropriate fees to, and enter into appropriate contacts with, or employ, or retain services performed or to be performed by, any of them in connection with the investments acquired, sold, or otherwise disposed of, or committed, negotiated, or contemplated to be acquired, sold or otherwise disposed of;

(e) Substitute any other person possessing the same minimum qualifications for any such person, such replacement to be made in the same manner as the original selection;

(f) Act as attorney-in-fact or agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting or other enforcement of any lien or security securing investments; and

(g) Assist in the performance of such ministerial functions necessary in the management of the Trust as may be agreed upon with Trustees.

3.17 Indemnification. Upon advice of counsel, the Trustees shall have full and complete power, to the extent of Trust property (as provided in Section 6.1) and as permitted by applicable laws, to indemnify or enter into agreements with respect to indemnification with any person with whom the Trust has dealings, to such extent as the Trustees shall determine in accordance with law. The Trust is authorized to purchase insurance to provide such indemnification.

3.18 **Remedies.** Notwithstanding any provision in this Indenture, when the Trustees deem that there is a significant risk that an obligor to the Trust may default or is in default under the terms of any obligation to the Trust, the Trustees shall have full and complete power to pursue any remedies permitted by law which, in their sole judgment, are in the interests of the Trust, and the Trustees shall have full and complete power to enter into any investment, commitment or obligation of the Trust resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

3.19 **Further Powers.** The Trustees shall have full and complete power to take all actions, do all such matters and things and execute all such agreements, documents and instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the Trust although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interests of the Trust made by the Trustees in good faith shall be conclusive. In construing the provisions of this Indenture, the presumption shall be in favor of a grant of power to the Trustees. No provision in this Indenture, however, may be interpreted or construed in a manner which alters or reduces the duties of the Trustees to act as fiduciaries of the Trust. The Trustees shall not be required to obtain any court order to deal with the Trust Property.

ARTICLE IV- INVESTMENT ADVISER AND ADMINISTRATOR

4.1 **Appointment.** The Trustees are responsible for implementing the investment policy and program of the Trust and for supervising the officers, agents, employees, investment advisers, administrators, distributors, and independent contractors of the Trust. The Trustees are not required personally to conduct all of the routine business of the Trust and, consistent with their ultimate responsibility as stated herein, the Trustees may appoint, employ or contract with an Adviser and an Administrator, and may grant or delegate such authority to the Adviser and the Administrator or to any other Person whose services are obtained by the Adviser or the Administrator, as the Trustees may, in their sole discretion, deem to be necessary or desirable for the efficient management of the Trust, without regard to whether such authority is normally granted or delegated by Trustees or other fiduciaries.

4.2 **Duties of the Adviser.** The duties of the Adviser shall be those set forth in an Investment Advisory Agreement to be entered into between the Trust and the Adviser. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment Advisory Agreement subject to the limitations contained therein. Subject to the terms of this Indenture, the Trustees may authorize the Adviser to effect purchases, sales, or exchanges of Trust Property on behalf of the Trustees or may authorize any officer, employee, agent or Trustee to effect such purchases, sales, or exchanges pursuant to recommendations of the Adviser, all without further action by the Trustees. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by all the Trustees. The Investment Advisory Agreement may authorize the Adviser to employ other persons to assist it in the performance of its duties. The Investment Advisory Agreement shall provide that it may be terminated without cause and without the payment of any penalty by the Trust on no less than sixty (60) days' written notice to the Adviser. Nothing in this Indenture or in the Investment Advisory Agreement shall limit or impair the right of the Trustees to terminate the said Investment Advisory Agreement for cause, or to suspend the authority of the Adviser to act for or on behalf of the Trust immediately upon written notice to the Adviser, upon a

showing of reasonable cause to believe that the Adviser has committed a material breach of the Investment Advisory Agreement or any of its fiduciary obligations to the Trust.

4.3 **Duties of the Administrator.** The duties of the Administrator shall be those set forth in an Administration Agreement to be entered into between the Trust and the Administrator. Such duties may be modified by the Trustees, from time to time, by the amendment of the Administration Agreement. The Administration Agreement may authorize the Administrator to employ other persons to assist it in the performance of its duties. The Administration Agreement shall provide that it may be terminated without cause and without the payment of any penalty by the Trust on no less than sixty (60) days' written notice to the Administrator. Nothing in this Indenture or in the Administration Agreement shall limit or impair the right of the Trustees to terminate the said Administration Agreement for cause, or to suspend the authority of the Administrator to act for or on behalf of the Trust immediately upon written notice to the Administrator, upon a showing of reasonable cause to believe that the Administrator has committed a material breach of the Administration Agreement or any of its fiduciary obligations to the Trust.

4.4 **Successors.** In the event that, at any time, the position of Adviser or of Administrator shall become vacant for any reason, the Trustees may appoint, employ or contract with a successor Adviser or Administrator.

ARTICLE V - INVESTMENTS

5.1 **Statement of Investment Policy and Objective.** Subject to the prohibitions and restrictions contained in Section 5.2 hereof, the general investment policy and objective of the Trustees shall be to provide to the Participants safety of capital, liquidity of funds, and investment income, in that order, by investing in Permitted Investments in accordance with this Indenture and any other applicable provisions of law, as the same may be amended from time to time.

5.2 **Restrictions Fundamental to the Trust.** Notwithstanding anything in this Indenture which may be deemed to authorize the contrary, the Trust:

(a) May not make any investment other than investments authorized by this Indenture, which constitute Permitted Investments and which are consistent with the investment policies and procedures set forth in the Information Statement and which are described therein, as the same shall may be amended from time to time;

(b) May not borrow money or incur indebtedness except as a temporary measure to facilitate withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments, and only as and to the extent permitted by law;

(c) May not make loans, provided that the Trust may make Permitted Investments (which may include securities lending); and

(d) May not hold or provide for the custody of any Trust Property in a manner not authorized by law.

5.3 **Amendment of Restrictions.** The restrictions set forth in Section 5.2 hereof are

fundamental to the operation and activities of the Trust and may not be changed without the consent of a majority of the Participants, except that such restrictions may be changed by the Trustees, without Participant consent, when necessary to conform the investment program and activities of the Trust to the laws of the State of Colorado and the United States of America as they may from time to time be amended.

ARTICLE VI - LIMITATIONS OF LIABILITY

6.1 Liability to Third Persons. No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise to any person or persons other than the Trust in connection with Trust Property or the affairs of the Trust; and no Trustee, officer, employee or agent (including without limitation, the Adviser, the Administrator, and the Custodian) of the Trust shall be subject to any personal liability whatsoever in tort, contract or otherwise, to any person or persons other than the Trust in connection with Trust Property or the affairs of the Trust, except that each shall be liable for its, his or her bad faith, willful misconduct, gross negligence or reckless disregard of its, his or her duties or for its, his or her failure to act in good faith in the reasonable belief that its, his or her action was in the best interests of the Trust, and except that the Adviser and the Administrator shall each have liability for its, his or her failure to take reasonable measures to restrict investments of Trust Property to those permitted by law and this Indenture. All persons other than the Trust shall look solely to the Trust Property for satisfaction of claims of any nature arising in connection with the affairs of the Trust. If any Participant, Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator, and the Custodian) of the Trust is made a party to any suit or proceedings to assert or enforce any such liability, it, he or she shall not on account thereof be held to any personal liability. Provided, further, that notwithstanding anything in the foregoing to the contrary, any vendor, Adviser, consultant, administrator, etc., employed by or under contract with the Trust, shall be responsible to the Trust and its Participants as intended beneficiaries, to perform in accordance with the standards imposed in a contract with such party, by operation of law.

6.2 Liability to the Trust or to the Participants. No Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the Trust shall be liable to the Trust or to any Participant, Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator, and the Custodian) of the Trust for any action or failure to act (including, without limitation, the failure to compel in any way any former or acting Trustee to redress any breach of trust) except for its, his or her own bad faith, willful misfeasance, gross negligence or reckless disregard of its, his or her duties, and except that the Adviser shall have liability for the failure to take reasonable measures to restrict investments of Trust Property to those permitted by law and this Indenture; *provided, however*, that the provisions of this Section 6.2 shall not limit the liability of any agent (including, without limitation, the Adviser, the Administrator, and the Custodian) of the Trust with respect to breaches by it of a contract between it and the Trust.

6.3 Indemnification.

(a) As used in this Section 6.3:

(1) "Trust Representative" means an individual who is or was a Trustee, officer,

employee, or agent (including without limitation the Adviser, the Administrator, and the Custodian).

(2) "Expenses" includes attorney fees.

(3) "Liability" means the obligation to pay a judgment, settlement, penalty, fine, or reasonable expense incurred with respect to a proceeding.

(4) "Party" includes an individual who was, is, or is threatened to be named a defendant or respondent in a proceeding.

(5) "Proceeding" means any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

(b) Except as provided in subsection (c) hereof, the Trust shall indemnify against liability incurred in any proceeding by an individual made a party to the proceeding because of his status as a Trust Representative if he or she conducted him or herself in good faith, and (i) he or she reasonably believed that his or her conduct was in the Trust's best interests or, (ii) in the case of a criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful.

(c) In no event may the Trust indemnify the Adviser or the Administrator for expenses or liability arising out of any willful or negligent violation by either of them of the restrictions on investments of the Trust Property. Further, the Trust shall not indemnify any Trust Representative under this Section either (i) in connection with a proceeding by or in the right of the Trust in which the Trust Representative was adjudged liable to the Trust, or (ii) in connection with any proceeding charging improper personal benefit to him or her, in which such person was adjudged liable on the basis that such personal benefit was improperly received by him or her in connection with a proceeding by or in the right of the Trust. Indemnification is in all cases limited to reasonable expenses incurred.

(d) Except as provided in subsection (c) of this Section, the termination of any proceeding by judgment, order, settlement, or conviction, or upon a plea of *nolo contendere* or its equivalent, is not of itself determinative that the individual did not meet the standard of conduct set forth in subsection (b) of this Section.

(e) No indemnification shall be made unless and until a specific determination has been made that indemnification is authorized under this Section 6.3. Such determination shall be made by the Trustees by a majority vote of a quorum, which quorum shall consist of Trustees not parties to the proceeding. If such quorum cannot be obtained, the determination shall be made by a majority vote of a committee of Trustees designated by the Trustees, which committee shall consist of two or more Trustees not party to the proceeding. Trustees who are parties to the proceeding may participate in designating Trustees for the committee. If the said quorum cannot be obtained or the committee cannot be established, or if such quorum is obtained or committee is designated and such quorum or committee so directs, the determination may be made by independent legal

counsel selected by a vote of the Trustees or the committee as specified above. If independent counsel determines that indemnification is required under this Section, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by the body that selected such counsel.

(f) The Trust may pay for or reimburse the reasonable expenses incurred by a Trust Representative who is a party to a proceeding in advance of final disposition thereof if (i) the Trust Representative furnishes the Trust a written affirmation of his good faith belief that he or she has met the standard of conduct described in subsection (b) of this Section and a written undertaking executed personally to repay the advance if it is ultimately determined that indemnification is not authorized under this Section, and (ii) it is determined as provided in subsection (e) above that the facts then known would not preclude indemnification under this Section.

(g) Any indemnification of or advance of expenses to a Trust Representative pursuant to this Section shall be reported in writing to the Participants as soon as practicable, if such indemnification of or advance of expenses arises out of a proceeding by or on behalf of the Trust.

(h) No Trust Representative entitled to indemnification may take or be paid the same except out of the earnings of the Trust, and no Participant shall be personally liable to any such Trust Representative for all or any portion of such indemnity.

6.4 **Surety Bonds.** No Trustee shall, as such, be obligated to give any bond or surety or other security for the performance of any of his duties.

6.5 **Apparent Authority.** No purchaser, seller, transfer agent or other person dealing with the Trustees or any officer, employee or agent of the Trust shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trustees or by such officer, employee or agent or make inquiry concerning or be liable for the application of money or property paid, transferred or delivered to or on the order of the Trustees or of such officer, employee or agent.

6.6 **Representative Capacity; Recitals.** Any written instrument creating an obligation of the Trust shall be conclusively taken to have been executed by a Trustee or an officer, employee or agent of the Trust only in his capacity as a Trustee under this Indenture or in his or her capacity as an officer, employee or agent of the Trust. Any written instrument creating an obligation of the Trust shall refer to this Indenture and shall contain a recital to the effect that the obligations thereunder are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, Participants, officers, employees or agents of the Trust, and that only the Trust Property or a specific portion thereof shall be bound, and such written instrument may contain any further similar recital which may be deemed appropriate; *provided however*, that the omission of any recital pursuant to this Section 6.6 shall not operate to impose personal liability on any of the Trustees, Participants, officers, employees or agents of the Trust, or to void any obligations created in the instrument.

6.7 **Reliance on Experts.** Each Trustee, officer and employee of the Trust shall, in the performance of his or her duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or

other records of the Trust, upon an opinion of counsel or upon reports made to the Trust by any of its officers or employees or by the Adviser, the Administrator, the Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees or officers of the Trust.

6.8 **Insurance.** The Trustees shall obtain general and official liability and property damage insurance, errors and omission insurance and such other insurance as the Trustees may deem advisable for the protection of the Trust Property and the Trustees, Treasurers officers and employees of the Trust in the operation and conduct of the Trust in such amounts as the Trustees deem adequate to ensure against all claims and liabilities of every nature, to the extent such insurance may be available at reasonable rates. The cost of any and all such insurance shall be paid from Trust property as an expense of administration of the Trust.

ARTICLE VII - INTERESTS OF PARTICIPANTS

7.1 **Beneficial Interest.** The interest of the beneficiaries hereunder shall be divided into transferable units to be called Shares, all of one series except as permitted by Section 7.10, without par value. The number of Shares authorized hereunder is unlimited. Except as otherwise permitted under Section 7.10 hereof, each Share shall represent an equal proportionate interest in the net assets of the applicable series within the Trust. All Shares issued hereunder including, without limitation, Shares issued in connection with a dividend in Shares or a split of Shares, shall be fully paid and nonassessable.

7.2 **Title to Trust Property.** Title to the Trust Property of every description and the right to conduct any affairs herein described are vested in the Trustees on behalf, and for the beneficial interest, of the Participants, and the Participants shall have no individual interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights or interests of the Trust nor can they be called upon to share or assume any losses of the Trust or suffer an assessment of any kind by virtue of the allocation of Shares to them, except as expressly provided in this Indenture. Provided, further, that this provision shall not be interpreted or construed to modify or limit any of the rights of Participants expressed anywhere else in this Indenture or as provided by law. The beneficial interest hereunder measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the Trust or the Trust Property, except as the Trustees may determine.

7.3 **Evidence of Investment.** Evidence of each Participant's investment shall be reflected in a Share Register maintained by or on behalf of the Trust in accordance with Section 8.1 hereof, and the Trust shall not be required to issue certificates as evidence of Share allocation.

7.4 **Redemptions.** In case any Participant at any time desires to dispose of its Shares, it may deposit a written request or other such form of request as the Trustees may from time to time authorize, at the office of the transfer agent or at the office of any bank or trust company, either in or outside of Colorado which is a member of the Federal Reserve System and which the transfer agent has designated by the Trust for that purpose, together with an irrevocable offer in writing in a form acceptable to the Trustees to have the Shares redeemed by the Trust at the net asset value thereof per share, next determined as provided in the Information Statement after such deposit. Payment for

redemption shall be made to the Participants within the number of business days specified in the Trust's current Information Statement, unless the date of payment is postponed pursuant to Section 7.5 hereof, in which event payment may be delayed beyond such period.

7.5 Suspension of Redemption; Postponement of Payment. Each Participant, by its adoption of this Indenture, agrees that the Trustees may, without the necessity of a formal meeting of the Trustees, temporarily suspend the right of redemption or postpone the date of payment for withdrawal of funds from the Trust for the whole or any part of any period;

(a) During which there shall have occurred any state of war, national emergency, act of God, banking moratorium or suspension of payments by banks in the State of Colorado or any general suspension of trading or limitation of prices on the New York Stock Exchange or the American Stock Exchange (other than customary week-end and holiday closing); or

(b) During which any emergency situation exists, as a result of which disposal by the Trust of Trust Property is not reasonably practicable because of the substantial losses which might be incurred, or it is not reasonably practicable for the Trust fairly to determine the value of its net assets.

Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustees shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of redemption or payment until the Trustees shall declare the suspension or postponement at an end, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in subsection (a) or in this subsection (b) shall have expired, as to which the determination of the Trustees shall be conclusive. In the case of a suspension of the right of redemption or a postponement of payment to a Participant, a Participant may either (i) withdraw its request for redemption or (ii) receive payment based on the net asset value next determined after the termination of the suspension.

7.6. Redemptions to Reimburse Trust for Loss on Nonpayment for Shares or for Other Charges. The Trustees shall have the power to redeem Shares owned by any Participant to the extent necessary (i) to reimburse the Trust for any loss it has sustained by reason of the failure of such Participant to make full payment for Shares purchased by such Participant, or (ii) to collect any charge relating to a transaction effected for the benefit of such Participant which is applicable to Shares as provided in the Information Statement. Any such redemption shall be effected at the redemption price determined in accordance with Section 7.4. hereof.

7.7. Redemptions Pursuant to Constant Net Asset Value Policy. The following provisions shall apply to any series or portfolio of investments of the Trust during any period that the Trustees, in their discretion, establish a policy of maintaining a constant net asset value per Share. If for any reason the net income of the Trust attributable to such Shares invested in the same portfolio shall, at the time of any determination thereof in accordance with the provisions set forth in the Information Statement be a negative amount, then the Trustees shall have power to cause the number of outstanding Shares of such series or portfolio to be reduced by requiring each Participant to contribute to the capital of the Trust such Participant's proportionate part of the total number of

Shares which have an aggregate current net asset value equal as nearly as may be practicable to the amount of the Trust's net loss in respect of such series or portfolio. Each Participant, by becoming a registered holder of Shares, agrees to make any such contribution which may be required.

7.8. Redemptions in Kind. Payment for Shares redeemed pursuant to Section 7.4. may, at the option of the Trustees, or such officer or officers as they may duly authorize for the purpose, in their complete discretion be made in cash, or in kind, or partially in cash and partially in kind. In case of payment in kind, the Trustees, or their delegate, shall have absolute discretion as to what security or securities shall be distributed in kind and the amount of the same, and the securities shall be valued for purposes of distribution at the figure at which they were appraised in computing the net asset value of the Shares.

7.9 Defective Redemption Requests. In the event that a Participant shall submit a request for the redemption of a greater amount than is then allocated to such Participant, such request shall not be honored and, each Participant, by its adoption of this Indenture, agrees that the Trustees shall have full and complete power to redeem no more than the proportionate amount allocated to such Participant, at a redemption price determined in accordance with Section 7.4 hereof, sufficient to reimburse the Trust for any fees, expenses, costs or penalties actually incurred by the Trust as a result of such defective redemption request.

7.10 Series or Class Designations. The Trustees, in their discretion, may authorize the division of Shares into two or more series, and within a series into two or more classes, and the different series or classes shall be established and designated, and the variations in the relative rights and preferences as between the different series or classes within a series shall be fixed and determined by the Trustees; provided that, all Shares shall be identical except there may be variations so fixed and determined between different series or classes within a series as to purchase price, right of redemption and the price, terms and manner of redemption, special and relative rights as to distributions on liquidation, conversion rights, and conditions under which the several series or classes shall have separate voting rights and separate investment restrictions.

ARTICLE VIII - RECORD OF SHARES

8.1 Share Register. The Share Register shall be kept by or on behalf of the Trustees, under the direction of the Trustees, and shall contain (i) the names and addresses of the Participants (including both a post office address for regular United States mail and a valid electronic mail address), (ii) the number of Shares representing their respective beneficial interests hereunder, and (iii) a record of all allocations and redemptions thereof. Such Share Register shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose allocation of Shares are recorded on such Share Register shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address to such officer or agent of the Trust who shall keep the Share Register for entry thereon.

8.2 Registrar. The Trustees shall have full and complete power to employ a registrar. Unless otherwise determined by the Trustees the Share Register shall be kept by the Administrator

which shall serve as the registrar for the Trust. The registrar shall record the original allocations of Shares in the Share Register. Such registrar shall perform the duties usually performed by registrars of certificates and shares of stock in a corporation, except as such duties may be modified by the Trustees.

8.3 **Owner of Record.** No Person becoming entitled to any Shares in consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or otherwise, by operation of law, shall be recorded as the Participant to which such Shares are allocated and shall only be entitled to the redemption value of such Shares. Until the person becoming entitled to such redemption value shall apply for the payment thereof and present any proof of such entitlement as the Trustees may in their sole discretion deem appropriate, the Participant of record to which such Shares are allocated shall be deemed to be the Participant to which such Shares are allocated for all purposes hereof, and neither the Trustees nor the registrar nor any officer or agent of the Trust shall be affected by any notice of such merger, reorganization, consolidation, bankruptcy, insolvency or other event.

8.4 **No Transfers of Shares.** The beneficial interests measured by the Shares shall not be transferable, in whole or in part, other than to a Local Government, or the Trust itself for purposes of redemption. Any attempted transfer to any other person shall be void and of no effect.

8.5 **Limitation of Fiduciary Responsibility.** The receipt of the Participant in whose name any Share is recorded or of any party or agent in whose name any Share is recorded for the benefit of the Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all liability to see to the proper application thereof.

8.6 **Notices.** Any and all notices to which Participants are hereunder entitled and any and all communications shall be deemed duly served or given if (a) mailed, postage prepaid, addressed to Participants of record at their last known post office addresses, or (b) sent by electronic mail addressed to the Participants of record at their last known electronic mail address, in each case as recorded in the Share Register provided for in Section 8.1 hereof. Copies of such notices shall be provided to the Participant's Designee.

ARTICLE IX – RECORDS AND REPORTS

9.1 **Inspection of Records.** The records of the Trust shall be open to inspection by any Participant at all reasonable business hours. The Trustees shall use their best efforts to communicate administrative and investment decisions to Participants through a website to be established by the Trust.

9.2 **Reports.** The Trustees shall cause to be prepared at least annually: (i) a report or statements of financial operations of the Trust; (ii) an opinion of an independent certified public accountant on such report or financial statements based on an examination of the books and records of the Trust; and (iii) such other information as may be required by the Investment Pooling Act or by Rules and regulations promulgated thereunder. A signed copy of such report and opinion shall be filed with the Trustees within one hundred twenty (120) days after the close of the period covered thereby. The Trustees shall cause copies of the annual report to be delivered to the Participants of record within one hundred twenty (120) days after the close of the period covered thereby.

In addition, the Trustees shall furnish to the Participants at least quarterly an interim report containing such information as may be required by statute or regulation.

ARTICLE X - TRUSTEES AND OFFICERS

10.1 Number, Qualification and Succession of Trustees.

(a) The governing body of the Trust shall be the Board of Trustees, the membership of which shall be determined as herein provided and as provided in the By-Laws.

(b) The number of Trustees shall be fixed from time to time by resolution of the Trustees; provided that, the number of Trustees shall be at no time less than three (3) or more than fifteen (15). No reduction in the number of Trustees shall have the effect of removing any Trustee from office prior to the expiration of his or her term.

(c) The majority of Trustees shall be Designees of Participants. Any Trustee who at the time of election or appointment is not a Designee of a Participant is referred to herein as a "Non-Designee Trustee." The number and qualifications of Non-Designee Trustees shall be as provided in the By-Laws. If a Designee of a Participant serves as a Trustee, and ceases to be a Designee, such person shall no longer be qualified to serve as a Trustee, and shall not, by virtue of ceasing to qualify as a Designee, be deemed to be a Non-Designee Trustee. The Trustees shall be natural persons.

(d) Trustees shall be elected or appointed as provided in Section 10.4 hereof. No such election or appointment shall become effective, however, until the elected or appointed person qualifies for such office by delivering to the President of the Board of Trustees a writing signed by him or her (i) accepting such election or appointment, and (ii) agreeing to be bound by the terms of this Indenture. Qualification must be completed within twenty (20) days after such person is notified of his or her appointment or election, and failure to meet this requirement shall void the appointment or election.

(e) Whenever a vacancy in the number of Trustees shall occur until such vacancy is filled, the Trustees or Trustee continuing in office, regardless of their number, shall have all the powers granted to the Trustees and shall discharge all the duties imposed upon the Trustees by this Indenture.

(f) Upon the appointment or election and qualification of any person to the office of Trustee, the Trust Property shall vest in such new Trustee without necessity of any further act or conveyance.

10.2 Signatory Local Governments and Trustees. In accordance with Section 10.1(b), by the execution of this Indenture, the Signatory Local Governments appoint the following persons as initial Trustees (the "Initial Trustees"):

- John Lefebvre, Treasurer, Weld County
- Rick Hinman, Asset and Revenue Manager, Centennial Water & Sanitation District

- Stephanie Stanley, Financial and Budgeting Analysis Manager, Highlands Ranch Metro District
- Jean Kinney, Treasurer, City of Fort Morgan

The Initial Trustees shall have all the powers of Trustees provided herein and shall have the power to appoint up to seven (7) additional Trustees, to serve until the Board of Trustees has been elected in accordance with Section 10.4 hereof. The initial terms of the Initial Trustees shall be as follows: John Lefebvre's term shall be three years, Stephanie Stanley's term shall be three years, Rick Hinman's term shall be two years, and Jean Kinney's term shall be one year. All terms of the Initial Trustees following their initial terms shall be three year terms, as set forth in section 10.4 of this Indenture.

10.3 Vacancies.

(a) A Trustee's office shall be deemed vacant upon the occurrence of any one of the following events:

- (i) If a person who was duly appointed or elected fails, neglects or refuses to qualify for office within twenty (20) days after the date he or she is notified of such appointment or election;
- (ii) If a person who was duly appointed submits a written resignation to the Board of Trustees;
- (iii) If a person who was duly appointed becomes disabled or dies during his or her term of office, or for whom a guardian or conservator has been appointed;
- (iv) If a person who was duly appointed ceases to meet the requirements for the office of Trustee, as provided herein and in the By-Laws;
- (v) If a person who was duly appointed is convicted of a felony or is or becomes the subject of an Order for Relief entered pursuant to the United States Bankruptcy Code (11 U.S.C. § 101 *et seq.*);
- (vi) If a court of competent jurisdiction voids the appointment or removes a person duly appointed for any cause whatsoever, but only after his or her right to appeal has been waived or otherwise exhausted; or
- (vii) If the person who was duly appointed is removed from office pursuant to Section 10.5 hereof.

(b) No vacancy in the office of any Trustee shall operate to annul this Indenture or to revoke any existing agency created pursuant to the terms of this Indenture, and title to any Trust Property held in the name of such Trustee and the other Trustees or otherwise, shall, in the event of a vacancy in the office of such Trustee, vest in the continuing or surviving Trustees without

necessity of any further act or conveyance. In the case of a vacancy, the majority of the Board continuing in office acting by resolution, may fill such vacancy.

10.4 Elections and Appointments; Term of Office.

(a) Except for the initial terms of the Initial Trustees set forth in section 10.2 of this Indenture, and except as provided in subsection 10.4(c) of this Indenture, Trustees are elected for overlapping terms of three years by a majority vote of the voting Shares, as set forth in section 2.7 of this Indenture, entitled to vote at an annual meeting or voting in an annual vote of Participants, herein called an "Annual Election." Trustees may succeed themselves in office. Candidates shall be nominated as provided in the By-Laws. The candidate(s) with the highest number of votes will be elected. The Board shall, at the next meeting following the election, review the election returns and declare the appropriate candidate(s) elected.

(b) A Trustee remains in office until a vacancy occurs in his or her office as provided in Section 10.3 hereof, or until his or her successor is duly appointed and qualifies for office.

(c) At any time the Board increases the number of Trustees, it shall by the same action specify the number and length of the terms of newly added Trustees. The Board shall have discretion to set the length of the Initial term of each newly added Trustee, but in no event may the initial term exceed three years, and each term following an initial term shall be for a period of three years. The selection of Trustees to newly Board shall maintain as nearly equal as possible the number of three-year terms to be filled at each subsequent Annual Election.

10.5 Resignation and Removal.

(a) Any Trustee may resign (without need for prior or subsequent accounting) by an instrument in writing signed by him or her and delivered to the President and such resignation shall be effective upon such delivery or at a later date according to the terms of the notice.

(b) Any Trustee may be removed with or without cause by action of two-thirds of the other Trustees.

(c) Upon ceasing to be a Trustee, such person shall execute and deliver such documents as the remaining Trustees shall require for the purpose of conveying to the Trust or the remaining Trustees any Trust Property held in the name of the resigning or removed Trustee. Upon the incapacity or death of any Trustee, his or her legal representative shall execute and deliver on his or her behalf such documents as the remaining Trustees shall require as provided in the preceding sentence.

10.6 Officers and Advisers. The Trustees shall annually designate a President who shall be the Chief Executive Officer of the Trust and a Vice President, who shall have such duties as the Trustees shall deem advisable and appropriate. The Trustees may elect or appoint, from among their number or otherwise, a Treasurer and a Secretary, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate. The Trustees may elect or appoint, from among their number or otherwise, or may authorize the President to appoint, one or more Assistant Secretaries and Assistant Treasurers, and such other officers or

agents, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate. Two or more offices, except those of President and Vice President, may be held by the same person.

10.7 By-Laws; Quorum of Trustees.

(a) The Trustees may adopt and, from time to time, amend or repeal By-Laws for the conduct of the business of the Trust, and in such By-Laws, among other things, may define the duties of the respective officers, agents, employees and representatives of the Trust. Notwithstanding the foregoing, absent adoption of By-Laws addressing the same, the Trustees may define the duties of the respective officers, agents, employees and representatives of the Trust, and such other matters regarding administration of the Trust not specifically addressed in this Indenture, by resolution of the Board of Trustees.

(b) A quorum for the purposes of any meeting or vote of the Trustees shall consist of a majority of the Trustees entitled to vote at a meeting of the Board of Trustees.

ARTICLE XI - DETERMINATION OF NET ASSET VALUE AND NET INCOME: DISTRIBUTIONS TO PARTICIPANTS

11.1 **Net Asset Value.** The net asset value of each allocated Share of the Trust shall be determined by the method and frequency established by the Trustees and shall be set forth in an Information Statement as the same may be amended from time to time. The duty to make the calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other person as the Trustees by resolution may designate.

11.2 **Retained Reserves.** The Trustees may retain from the earnings of the Trust such amount as they may deem necessary to pay the debts and expenses of the Trust and to meet other obligations of the Trust, and the Trustees shall also have the power to establish such reasonable reserves from earnings as they believe may be required to protect the Trust and the Participants against contingent liabilities.

ARTICLE XII – CUSTODIAN

12.1 **Duties.** The Trustees shall employ a bank or trust company organized under the laws of the United States of America or of the State of Colorado as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be contained in this Indenture, the By-Laws of the Trust or otherwise determined by resolution of the Board of Trustees, to perform the duties set forth in the Custodian Agreement to be entered into between the Trust and the Custodian. Such Custodian must be designated as an “eligible public depository” as provided in the PDPA.

12.2 **Appointment.** The Trustees shall have the power to select and appoint the Custodian for the Trust. The Custodian Agreement may be terminated at any time without cause and without

the payment of any penalty by the Trust on not less than sixty (60) days' written notice to the Custodian.

12.3 Disbursement and Collection Agent. The Trustees may also authorize the employment of a Disbursement and Collection Agent from time to time to perform acts and services upon such terms and conditions, as may be agreed upon between the Custodian and said agent and approved by the Trustees; *provided, however*, that, in every case, such Disbursement and Collection Agent shall be a bank or trust company duly organized under the laws of the United States of America or one of the states thereof and shall be a state-designated "eligible public depository."

12.4 Successors. In the event that at any time the Custodian or the Disbursement and Collection Agent shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement or disbursement and Collection Agreement, the Trustees shall appoint a successor thereto.

ARTICLE XIII - RECORDING OF INDENTURE

13.1 Recording. This Indenture and any amendments hereto shall be filed, registered, recorded or lodged as a document of public record in such place or places and with such official or officials as may be required by law or as the Trustees may deem appropriate. An amended Indenture, containing or restating the original Indenture and all amendments theretofore made, may be executed any time or from time to time by a majority of the Trustees and shall, upon filing, recording or lodging in the manner contemplated hereby, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Indenture and the various amendments thereto.

ARTICLES XIV AMENDMENTS TO INDENTURE AND PERMITTED INVESTMENTS LIST; TERMINATION OF TRUST; DURATION OF TRUST

14.1 Amendment to Indenture or Permitted Investments List; Termination.

(a) The provisions of this Indenture may be amended or altered, or the Trust may be terminated, by a vote of the Participants pursuant to Section 2.7 hereof. The Trustees may, from time to time by a two-thirds vote of the Trustees, and after 20 days prior written notice to the Participants, amend or alter the provisions of the Indenture, without the vote or assent of the Participants, which the Trustees, in good faith deem necessary or convenient for the administration and operation of the Trust, to establish and designate additional series or portfolios pursuant to Section 7.10 hereof, or to the extent deemed by the Trustees in good faith to be necessary to conform this Indenture to the requirements of applicable laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction, but the Trustees shall not be liable for failing so to do. Notwithstanding the foregoing, no amendment may be made pursuant to this Section which would:

- (i) change any rights with respect to any allocated Shares of the Trust by reducing the amount payable thereon upon liquidation of the series or portfolio or which would diminish or eliminate any voting rights of the Participants, except with the vote or

written consent of two-thirds of the Participants entitled to vote thereon;

- (ii) Cause any of the investment restrictions contained herein to be less restrictive without the affirmative vote of a majority of the Participants;
- (iii) Change the limitations on personal liability of the Participants and Trustees; or
- (iv) Change the prohibition of assessments upon Participants.

A certification signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Participants or by the Trustees or a copy of the Indenture, as amended, executed by a majority of the Trustees, shall be conclusive evidence of such amendment.

(b) The Trust may be terminated by the vote of the majority of authorized Trustees, subject to the approval of the holders of not less than two-thirds of outstanding Shares, subject to the provisions of Section 2.7 hereof. Upon the termination of the Trust pursuant to this Section 14.1(b), (i) the Trust shall carry on no business except for the purpose of winding up its affairs, (ii) the Trustees shall proceed to wind up the affairs of the Trust and all of the powers of the Trustees under this Indenture shall continue until the affairs of the Trust shall have been wound up, including, without limitation, the power to fulfill or discharge the contracts of the Trust, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Trust Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its affairs, *provided, however*, that any sale, conveyance, assignment, exchange, transfer, or other disposition of all or substantially all of the Trust Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Trustees entitled to vote thereon, and (iii) after paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements as they deem necessary for their protection, the Trustees may distribute the remaining Trust Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(c) Upon termination of the Trust and distribution to the Participants as herein provided, a majority of the Trustees shall execute and lodge among the records of the Trust an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be cancelled and discharged.

(d) A certification in recordable form signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Trustees as aforesaid or a copy of the Indenture, as amended, in recordable form, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment.

14.2 Duration. The Trust shall continue in existence in perpetuity, subject in all respects to the provisions of this Article XIV.

ARTICLE XV – MISCELLANEOUS

15.1 **Governing Law.** This Indenture is executed by the Signatory Local Governments and delivered in the State of Colorado and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State of Colorado (without regard to its conflicts of law rules). Venue for any dispute, breach or other legal action relating to the interpretation or implementation of this Indenture shall lie in a court of competent jurisdiction in the City and County of Denver, Colorado.

15.2 **Counterparts.** This Indenture may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

15.3 **Reliance by Third Parties.** Any certificate executed by an individual who according to the then current records of the Trust appears to be a Trustee, the Secretary or the Treasurer of the Trust, certifying to (a) the number or identity of Trustees or Participants, (b) the due authorization of the execution of any instrument or writing, (c) the results of any vote of Trustees or Participants, (d) the fact that the number of Trustees or Participants present at any meeting or executing any written instrument satisfies the requirements of this Indenture, or the form of any By-Laws adopted by, or the identity of any officers or any facts which in any manner relate to the affairs of the Trust, shall be conclusive evidence as to the matters so certified in favor of any Person dealing with the Trustees or any of them or the Trust and the successors of such Person

15.4 **Provisions in Conflict with Law.** The provisions of this Indenture are severable, and if the Trustees shall determine with the advice of counsel that any one or more of such provisions are in conflict with applicable federal or Colorado laws, those conflicting provisions shall be deemed never to have constituted a part of this Indenture, *provided, however*, that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Indenture or render invalid or improper any action taken or omitted (including, but not limited to, the election of Trustees) prior to such determination.

15.5 **Section Headings.** Any headings preceding the text of the several Articles and Sections of the Indenture and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Indenture nor affect its meaning, construction or effect.

15.6 **Adoption by Local Government Entities; Written Investment Policies of Participants; Resignation and Withdrawal of Participants.**

(a) Any Local Government meeting the requirements hereof may become a Participant of this Trust by (i) taking all required official action to adopt to a Resolution authorizing the execution of this Indenture including, without limitation, adopting or otherwise having in effect a written investment policy consistent with this Indenture and the Permitted Investments list or amending or modifying any existing written investment policy not consistent with this Indenture or the Permitted Investments list, and (ii) furnishing the Trustees with satisfactory evidence that such

official action has been taken. A copy of this Indenture may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Trustees. Delivering an acknowledged copy of such instrument shall constitute satisfactory evidence of the adoption contemplated by this Section.

(b) By joining in or adopting this Indenture, each Participant agrees that it will maintain a written investment policy consistent with the provisions of this Indenture and the Permitted Investments list, as each of the same is amended from time to time.

(c) Any Participant may resign and withdraw from the Trust by sending a written notice to such effect to the President of the Trust and the Administrator and by requesting the redemption of all Shares then held by it or in accordance with any other procedure authorized by the Trustees or Board of Participants. Such resignation and withdrawal shall become effective upon the receipt thereof by the President of the Trust and the Administrator. No resignation and withdrawal by a Participant shall operate to annul this Indenture or terminate the existence of the Trust.

IN WITNESS WHEREOF, the Local Governments of the State of Colorado acting in the capacity of Signatory Local Governments of the Trust have executed this Indenture together with the Trustees by the execution of the addenda, which are attached to this Indenture. By the execution of the addenda, the respective Trustees and Signatory Local Governments are intending to adopt and be bound by the terms of this Indenture.



COLORADO STATEWIDE INVESTMENT POOL

INFORMATION STATEMENT

Dated as of August 8, 2017

633 17th Street
Suite 2250
Denver, CO 80202
Phone (855) 274-7468
Fax (888) 535-0120

CONTENTS

Part 1 - Portfolio Summaries and Investment Program Offerings

Part 1 presents key facts about the Fund and its Portfolios, including information on costs, minimums, policies, and how to place transaction orders. Part 1 is descriptive, not definitive, and is qualified by the information contained in Part 2.

Portfolio Summaries

CSIP Liquid Portfolio	1
CSIP Term Portfolio	3

Investing

Opening an Account	5
Buying Shares—CSIP Liquid Portfolio	5
Redeeming Shares—CSIP Liquid Portfolio	7
Buying Shares—CSIP Term Portfolio	8
Redeeming Shares—CSIP Term Portfolio	8
Policies Concerning Withdrawals	9
General Policies	10
Tax Information	10
Use of Amortized Cost	10
Financial Highlights	11

Part 2 – Information Statement Addendum

Part 2 contains supplemental information to Part 1. Some of this information further defines or qualifies information presented in Part 1. There is also information on additional topics, such as the history of the Fund. Parts 1 and 2 together constitute the offering document for the Fund and its Portfolios.

General Information

The Fund	12
Fees and Expenses	17

The Portfolios

Information Common to All Portfolios	18
Information Specific to the CSIP Liquid Portfolio	25
Information Specific to the CSIP Term Portfolio	29

Additional Information About the Fund

For More Information	31
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Terms Used in this Document

Business Day Any day on which both the bond market (as determined by the Securities Industry and Financial Markets Association "SIFMA") and the Custodian are open for business. The Fund may close early on any days when the bond market closes early. In light of anticipated limited availability for money market securities and fixed income settlement capacity limitations, the Fund will not be open for business on Good Friday even if the primary trading markets are open.

Commissioner Colorado State Securities Commissioner.

Custodian U.S. Bank, N.A. or the designated bank, agent, or trust company, responsible for safeguarding financial assets of CSIP.

Depository Bank U.S. Bank, N.A.

EON Easy Online Network. The Investment Adviser's web-based information and transaction service.

CSIP The Colorado Statewide Investment Pool.

Fitch Fitch Ratings, Inc.

Fund The trust known as the Colorado Statement Investment Pool. CSIP Liquid Portfolio and the CSIP Term Portfolio are the two series of the Fund.

GASB 79 Statement No. 79 of the Governmental Accounting Standards Board

Indenture The Indenture of Trust through which the Fund was created.

Investment Adviser PFM Asset Management LLC, CSIP's investment adviser, administrator and transfer agent.

NAV Net asset value.

New Investor Application An application to become a new investor in CSIP.

NRSRO Nationally recognized statistical rating organization.

Investor A Participant which invests in one or more Portfolios.

Local Government Any county, city and county, city, town, school district or special district, or any other political subdivision of the State of Colorado, or any department, agency, or instrumentality thereof, or any political or public corporation of the State of Colorado.

Participant A Local Government which adopts a Resolution to join and execute the Indenture of Trust.

PFM Public Financial Management, Inc. and PFM Financial Advisors LLC, collectively.

PFMAM PFM Asset Management LLC, the Fund's Investment Adviser and Administrator.

Portfolios The CSIP Liquid Portfolio and the CSIP Term Portfolio. "Portfolio" refers to each specific section in which it is used to describe the features of that particular Portfolio.

Program The additional services offered to Investors in CSIP which includes arbitrage rebate calculation services.

Resolution The written record of the action taken by a Local Government join the Fund and execute the Indenture of Trust. This written record may take the form of an ordinance or other official document.

S&P Standard & Poor's.

Trustees Members of the Fund's Board of Trustees.

Part 1: Portfolio Summaries and Investment Program Offerings

CSIP Liquid Portfolio

Investment Objective

Seeks to earn the highest income consistent with preserving principal and maintaining liquidity, and to maintain a stable \$1.00 net asset value (“NAV”).

Certain arbitrage rebate services are offered to Investors for proceeds of borrowings (not including tax or revenue anticipation note issues) invested in the Portfolio. These services are designed to allow Investors to comply with certain federal income tax requirements.

Principal Investment Strategies

The CSIP Liquid Portfolio invests exclusively in high-quality money market instruments, including:

- Obligations of the U.S. Government and its Agencies and Instrumentalities
- Repurchase agreements involving obligations of the U.S. Government and its Agencies and Instrumentalities
- Commercial Paper
- Corporate Notes and Bonds
- Obligations of Banks
- Negotiable Certificates of Deposit
- Floating-Rate and Variable-Rate Obligations
- Municipal Obligations
- Money Market Mutual Funds
- Bank and savings accounts
- Any investments authorized under § 24-75-601 et. seq. of the Colorado Revised Statutes.

For a more complete description of permitted investments and investment restrictions for the Portfolio, see the “Permitted Investments” section in Part 2 of this document.

The Investment Adviser may adjust exposure to interest rate risk, typically seeking to protect against possible rises

in interest rates and to preserve yield when interest rates appear likely to fall.

The Portfolio is managed to maintain a dollar-weighted average maturity of no more than 60 days and a dollar-weighted average life (final maturity, adjusted for demand features but not interest rate adjustments) of no more than 120 days. In addition, it only buys investments that have either a final or effective maturity (or, for repurchase agreements, a remaining term) of 397 days or less at the time of purchase.

Main Risks

As with any similar pooled investment, there are several factors that could hurt the Portfolio’s performance, cause you to lose money, or cause the Portfolio’s performance to be less than that of other investments.

- **Interest rate risk** When short-term interest rates fall, the Portfolio’s yield is likely to fall. When interest rates rise, especially if the rise is sharp or unexpected, the Portfolio’s share price could fall.
- **Credit risk** The issuer of a security could fail to pay interest or principal in a timely manner. The credit quality of the Portfolio’s holdings could change rapidly in certain markets, and the default or decline in credit quality of even a single investment could cause the Portfolio’s share price to fall.
- **Credit Rating Risk** The Portfolio is rated AAAM by S&P. S&P fund ratings are based on analysis of credit quality, market price exposure, and management. According to S&P rating criteria, the AAAM rating signifies excellent safety of investment principal and a superior capacity to maintain a \$1.00 per share net asset value. However, it should be understood that the rating is not a “market” rating nor a recommendation to buy, hold or sell the securities. For a full description of rating methodology, visit S&P’s website at (http://www.standardandpoors.com/en_US/web/guest/home)

- **Liquidity risk** The Portfolio’s share price could fall during times when there are abnormal levels of redemption requests or markets are illiquid.
- **Management risk** Performance could be hurt by decisions made by the Investment Adviser, such as choice of investments or timing of buy/sell decisions.

An investment in the Portfolio is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Portfolio seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the Portfolio.

Management

Investment Adviser PFM Asset Management LLC.

Fees and Expenses

These are the fees and expenses you may pay when you buy and hold shares in the Portfolio. The figures shown here do not reflect the effects of any voluntary expense reductions. Actual expenses may be higher or lower.

Annual Portfolio Operating Expenses

(Fees and expenses shown below are based on the Investment Advisory and Administrative Services Agreement which is currently in effect and may be subject to certain fee waivers.)

Management and administrative fees	0.18%
Other operating expenses	0.03%
Maximum total annual operating expenses	0.21%

For a more complete description of the fees and expenses for this Portfolio, see the Fees and Expenses section in Part 2 of this document.

Purchase and Sale of CSIP Liquid Portfolio Shares

Minimum Initial Investment No minimum

Minimum Account Balance No minimum.

Minimum Holding Period 1 day.

Placing Orders

You can place orders to buy or sell Portfolio shares by a variety via the phone, mail, fax or using EON, the Fund’s web-based information and transaction service.

To place orders, contact us at:

Online www.csipinvest.com

Phone: 855-CSIP-INV (855-274-7468)

Orders are generally processed the same Business Day if they are received and accepted by the Investment Adviser by 12:00 p.m. Mountain Time and (for purchases) if the Portfolio’s Custodian receives federal funds by wire prior to the close of business. Otherwise, they are processed on the next Business Day.

For more complete information on buying and redeeming shares, see “Buying Shares-CSIP Liquid Portfolio” and “Redeeming Shares-CSIP Liquid Portfolio.” For information on the potential tax consequences of investing in the Portfolio, see “Tax Information.”

CSIP Term Portfolio

Investment Objective

To provide an investment subject to pre-set redemptions occurring from 60 days to one year from the date of investment, and that will produce the highest earnings consistent with maintaining safety of principal at maturity and meeting the redemption schedule. The CSIP Term Portfolio seeks to assure the return of principal on the planned maturity date, although principal value may fluctuate prior to that date, and therefore may be greater or less than \$1.00 a share. There may be a penalty for early withdrawal, and the NAV prior to a pre-set redemption may be more or less than \$1.00 a share.

The securities will be valued using market values to determine fair value of the Portfolio. The CSIP Term Portfolio does not offer daily liquidity and therefore does not qualify under GASB Statement No. 79 to utilize amortized cost for external GAAP financial reporting, but rather utilizes market prices to determine fair value for external GAAP financial reporting in accordance with GASB Statement No. 31. Annual financial statements issued for the Portfolio will include a statement of net position and statement of changes in net position.

The Portfolio may also maintain a rating from a NRSRO and implement corresponding policies and procedures designed to comply with additional rating guidelines to achieve the Portfolio's investment objective.

Fees and Expenses

These are the fees and expenses you will pay when you buy and hold shares in this Portfolio. The figures shown here do not reflect the effects of any voluntary expense reductions which would lower expenses.

Annual Portfolio Operating Expenses

(Fees and expenses shown may be subject to certain fee waivers)

Management and administrative fees	0.12%
Other operating expenses	0.08%
Maximum total annual operating expenses	0.20%

The Portfolio may charge significant penalties for any redemptions prior to the pre-set redemption date. As the penalty charged is based on protecting the interests of other Portfolio Investors, the actual amount of the penalty cannot be stated in advance.

For a more complete description of the fees and expenses for this Portfolio, see the Fees and Expenses section in Part 2 of this document.

Principal Investment Strategies

The Portfolio invests exclusively in high-quality money market instruments, including:

- Obligations of the U.S. Government and its Agencies and Instrumentalities
- Repurchase agreements involving obligations of the U.S. Government and its Agencies and Instrumentalities
- Commercial Paper
- Corporate Notes and Bonds
- Obligations of Banks
- Negotiable Certificates of Deposit
- Floating-Rate and Variable-Rate Obligations
- Municipal Obligations
- Money Market Mutual Funds
- Bank and Savings Accounts
- Any investments authorized under § 24-75-601 et. seq. of the Colorado Revised Statutes.

For a more complete description of permitted investments and investment restrictions for the Portfolio, see the "Permitted Investments" section in Section 2 of this document.

Main Risks

As with any similar pooled investment, there are several factors that could hurt the Portfolio's performance, cause you to lose money, or cause the Portfolio's performance to trail that of other investments.

- **Credit risk** The issuer of a security could fail to pay interest or principal in a timely manner. The credit quality of the Portfolio's holdings could change rapidly in certain markets, and the default or decline in credit quality of even a single holding could cause the Portfolio's share price to fall.
- **Planned early redemption risk** Investors who redeem shares on a planned maturity date prior to the series termination date will not share in any additional dividends paid upon series termination.
- **Early redemption risk** Early redemption penalties charged to an Investor by the Portfolio could reduce or

eliminate investment gains, and could mean that the amount that Investor receives back is less than the initial investment.

- **Net asset value risk** The Portfolio is not managed with the objective to maintain a stable net asset value. The underlying value of securities in the Portfolio may fluctuate as a result of changing market conditions. Investors which redeem holdings prior to the planned redemption date may be subject to early redemption risk.
- **Interest rate risk** For the CSIP Term Portfolio, at the time of purchase of an investment, the interest rate will be fixed to the planned redemption date for each individual participant purchase. The fixed interest rate may be higher or lower than that of other available investments.
- **Diversification risk** The amount of assets in each series will impact the ability to diversify the Portfolio. The smaller the amount of assets in a series, the greater the risk that the Portfolio may have a higher concentration of assets by sector and/or issuer.
- **Credit rating risk** The Portfolio is rated AA Af by Fitch and the criteria differs from that utilized by S&P and other NRSROs for the Liquid Portfolio. The AA Af rating reflects Fitch's review of the Portfolio's investment and credit guidelines, the Portfolio's credit quality and diversification, as well as the capabilities of PFMAM as investment adviser. It indicates the highest underlying credit quality (or lowest vulnerability to default). However, it should be understood that this rating is a not "market" rating nor a recommendation to buy, hold or sell the securities. For a full description of the rating methodology visit www.fitchratings.com.
- **Management risk** Performance could be hurt by decisions made by the Investment Adviser, such as choice of investments or investment maturities or timing of buy/sell decisions.

An investment in the Portfolio is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Portfolio seeks to preserve the value of your investment on the planned redemption date at \$1.00 per share, it is possible to lose money by investing in the Portfolio.

Past Performance

The performance of each individual series of the Portfolio and of each Investor's individual investment therein may vary. Past performance may not indicate future results.

Management

Investment Adviser PFM Asset Management LLC

Purchase and Sale of CSIP Term Portfolio Shares

Minimum Initial Investment \$500,000.

Minimum Subsequent Investment \$100,000.

Minimum Account Balance \$100,000.

Minimum Term 60 days. Premature withdrawal may result in a penalty.

Maximum Term 1 year.

Placing Orders

In addition to setting up an account prior to your initial purchase of shares, you may need to provide certain other information and certifications.

Prior to placing any order, call the Fund's toll-free number to discuss the amount and term of your investment and to get information on projected yield.

Once your account has been approved, you can place orders to buy or sell Portfolio shares. To place orders, contact us at:

Phone 855-274-7468

Orders are generally processed the same Business Day if they are received and accepted by the Investment Adviser by 12:00 p.m. Mountain Time and (for purchases) if the Portfolio's Custodian receives federal funds by wire prior to the close of business. Otherwise, they are processed on the next Business Day.

For more complete information on buying and redeeming shares, see "Buying Shares—CSIP Term Portfolio" and "Redeeming Shares—CSIP Term Portfolio." For information on the potential tax consequences of investing in the Portfolio, see "Tax Information."

Investing

Opening an Account

Eligible Investors

An Investor in the Fund must be a Local Government that has adopted a Resolution and opened an account before investing in the Fund.

Portfolio Account Opening Process

To open an account in any Portfolio:

- For an initial account only, complete the New Investor Application Form.
- Complete an Account Application Form.
- Complete the Contact Record Form.

- Complete the Contact and Permissions Form that includes each person from the participating entity who will interact with the account.
- Provide a copy of the adopted Resolution.
- Provide a completed IRS W-9 form.

Complete a separate Account Application Form for each account, signed by an authorized representative.

To obtain account forms, call 855-274-7468 or visit www.csipinvest.com to download them.

Mail or fax account documents to:

Colorado Statewide Investment Pool
PO Box 11813
Harrisburg, PA 17108
Fax: 888-535-0120

Buying Shares — CSIP Liquid Portfolio

Once an Investor's application has been received and accepted by the Investment Adviser, an investment in the **CSIP Liquid Portfolio** can be made using one of the methods described in the table below. All investments must be in U.S. dollars and must be drawn on a U.S. bank or a U.S. branch of a foreign bank.

The Investment Adviser may refuse any investment or limit the size of an investment.

Method	Instructions	Additional information
Wire (same-day settlement)	<ul style="list-style-type: none"> • Initiate a transaction online or by calling 855-274-7468 before 12:00 p.m. Mountain Time. • Provide the following information: <ul style="list-style-type: none"> ○ Investors name and account number ○ Amount being wired ○ Name of bank sending wire • Instruct your bank to initiate the wire on the same day to the Custodian. Detailed instructions can be found on the Internet at www.csipinvest.com or by calling 855-274-7468. 	<ul style="list-style-type: none"> • The Fund does not charge fees for receiving wires. However, the sending bank may charge for wiring funds. To avoid or minimize charges, use an ACH transfer as described below. It is your responsibility as an Investor to ensure that immediately available funds are received by CSIP on the settlement date. • If your funds are not received by the Portfolio on the settlement date, you may be charged a fee.

ACH transfer (settles next Business Day)

- Before making your first transfer, call 855-274-7468 and register for ACH transfers.
- Initiate an ACH transaction online or by calling 855-274-7468 before 12:00 p.m. Mountain Time.
- Funds will transfer overnight and begin earning interest the next Business Day.
- The Fund does not charge fees for ACH transfers, and transferring banks generally do not impose fees for ACH transfers initiated by CSIP either.

Online

- Before making your first online transaction, submit both the Contact Record Form and Permissions Form, which may be obtained either by calling 855-274-7468 or by visiting www.csipinvest.com.
 - Use EON to place wire or ACH orders.
-

Redeeming Shares — CSIP Liquid Portfolio

You may withdraw all or any portion of the funds in your CSIP Liquid Portfolio account at any time by redeeming shares. Shares will be redeemed at the NAV per share next determined after receipt of a request for withdrawal in proper form. This determination is made at the conclusion

of each Business Day. Funds may be withdrawn in any of the ways described below.

Method	Instructions	Additional information
Wire (same-day settlement)	<ul style="list-style-type: none"> ● Use EON or call 855-274-7468 on any Business Day to request a withdrawal and the transfer of proceeds to the bank account specified on your Account Application. ● If your request is received before 12:00 p.m. Mountain Time, funds will be wired on that same day. ● Requests received after 12:00 p.m. Mountain Time will be processed on the following Business Day. 	<ul style="list-style-type: none"> ● The Fund does not charge fees for sending wires; however, your depository may impose wire charges for receiving them. ● For security purposes wire instructions must be established in writing prior to initiating a wire. ● You must notify us in writing of any changes to the specified wire instructions.
ACH transfer (settles next Business Day)	<ul style="list-style-type: none"> ● Before making your first transfer, call 855-274-7468 and register for ACH transfers. ● Initiate an ACH transaction online or by calling 855-274-7468 before 2:00 p.m. Mountain Time. 	<ul style="list-style-type: none"> ● Funds will transfer overnight and be available the next Business Day. ● Funds remain invested until the day they are transferred. ● The Fund does not charge fees for ACH transfers, and transferring banks generally do not impose fees for ACH either.
Online	<ul style="list-style-type: none"> ● Before making your first online transaction, submit both the Contact Record Form and Permissions Form, which may be obtained either by calling 855-274-7468 or by visiting www.csipinvest.com. ● Use EON to place wire or ACH orders. 	

Buying Shares — CSIP Term Portfolio

Once your application to open a CSIP Term Portfolio account has been accepted, you may invest in the CSIP Term Portfolio by authorizing the Investment Adviser to invest funds in a CSIP Term Portfolio account.

Prior to placing any order, call us to discuss the amount and term of your investment and to get information on the projected yield. Each investment will be given its own

projected yield. Yields may vary according to the term of the investment and the interest rates available at the time of investment.

The Investment Adviser may refuse any investment or limit the size of an investment.

Redeeming Shares — CSIP Term Portfolio

Funds may be withdrawn only as described in the table below. Be sure that one or more bank accounts have been pre-authorized to receive redemptions proceeds. If there is

more than one pre-authorized bank account, call 855-274-7468 in advance to let us know which account is to receive redemption proceeds.

Type of Redemption	Instructions	Additional information
Maturity	<ul style="list-style-type: none"> No action required. Redemption value will be reinvested in CSIP Liquid Portfolio shares at the maturity date of the CSIP Term series in which you are invested. 	<ul style="list-style-type: none"> Redemption value per share will equal the purchase price plus dividends (at the projected yield) minus any losses incurred by the series (not counting those resulting from premature redemptions).
Premature Redemption <i>(Redemption prior to pre-set maturity date)</i>	<ul style="list-style-type: none"> Send a letter to the Investment Adviser requesting redemption prior to the pre-set maturity date. Alternatively, you can notify the Investment Adviser by calling 855-274-7468 and following up with written confirmation of your instructions. 7 days after we receive your request, redemption proceeds will be transferred to your CSIP Liquid Portfolio account. 	<ul style="list-style-type: none"> Premature redemption amounts must be for the entire investment or, for partial redemptions, must be in increments of \$100,000. A penalty may apply for premature redemptions. Redemption value per share will equal the purchase price plus dividends earned to date minus any losses incurred by the series and any premature redemption penalty. The premature redemption penalty is described within the policies below.

Policies Concerning Withdrawals

Suspending Withdrawals

The Trustees can suspend the right of withdrawal or postpone the date of payment if the Trustees determine that there is an emergency that makes the sale of a Portfolio's securities or determination of its NAV not reasonably practical.

Policies Specific to the CSIP Liquid Portfolio

Income Determinations and Dividends

All net income of the Portfolio is determined and declared as a dividend on each Business Day. Net income is paid as of the close of business of each calendar month in the form of additional shares of beneficial interest which are credited to each Investor's account. Such net income is converted into full and fractional shares of beneficial interest at the rate of one share for each one dollar (\$1.00) paid. Although income is not automatically paid in cash, Investors may obtain cash by redeeming shares at their net asset value without charge.

For the purpose of calculating dividends, net income shall consist of interest earned plus the relevant portion of any securities purchase discount ratably amortized to the maturity date plus or minus all realized gains and losses on the sale of securities prior to maturity, less ratably amortization of any premium, less all accrued expenses, including the fees payable to those who provide services to the Fund.

For more detail about how dividends are calculated, see Part 2.

Calculating Net Asset Value

The Investment Adviser will calculate the NAV for the Portfolio as of the conclusion of each Business Day. The NAV is calculated by determining total assets, subtracting total liabilities from total assets, then dividing the result by the number of outstanding shares. Liabilities include all accrued expenses and fees, including fees of the Investment Adviser, Custodian and others providing services to the Portfolio, which are accrued daily.

For purposes of calculating NAV, securities are valued at cost, plus or minus any amortized discount or premium. When you purchase shares the price will be the NAV next calculated after the Investment Adviser accepts a properly executed order. However, if the Depository Bank does not receive federal funds on a timely basis, the purchase price will instead be based on the NAV next determined after good funds are received by the Depository Bank. The number of shares you receive will be determined by the NAV.

Policies Specific to the CSIP Term Portfolio

Dividends and Distributions

A projected dividend rate is determined when shares are purchased and the dividend is declared and paid on the maturity or on the planned redemption date.

Dividends on shares of a CSIP Term Portfolio series are declared and paid on the termination date of such series, unless the shares are redeemed before the termination date of such series, in which case dividends will be declared and paid when such shares are redeemed.

If an Investor redeems shares on a date preceding the series termination date (a Premature or Planned Early Redemption), then dividends will be declared and paid on the date of the Premature Redemption and will equal the projected yield for such shares to that date, less any losses affecting projected yield attributable to such shares. Dividends on shares declared and paid on a termination date for a series are equal to the projected yield for such shares to the termination date, less any losses affecting projected yield attributable to such shares, plus an additional dividend, if any, equal to any excess net income of the series attributable to such shares. Any excess net income of a series on the termination date will be distributed as an additional dividend only to the shares of the series that are outstanding on the termination date of the series, and the excess net income will be allocated on a pro rata basis to all shares then outstanding. Additional dividends, if any, will be deposited into an Investor's CSIP Liquid Portfolio account.

The yield for any CSIP Term Portfolio investment is determined by dividing the expected net income per share for the period from the settlement date to the termination date by the purchase price per share, dividing this result by the actual number of days between the settlement date and termination date, and then multiplying the result by 365/366.

Premature Redemption Penalty

The penalty for a Premature Redemption will be calculated by the Investment Adviser and will be equal to (i) all penalty charges, losses and other costs (including, without limitation, interest paid on funds borrowed to pay the redemption) associated with amending, terminating, selling or otherwise affecting any of the investments in the series in order to pay the Premature Redemption and (ii) an amount sufficient to maintain the projected yield on the remaining shares in the series to the stated termination date for the series, less any losses affecting projected yield attributable to such shares. Thus, a Premature Redemption of shares may result in a penalty which could reduce the return and the principal value of the investment in amounts not ascertainable at the time shares of the CSIP Term Portfolio are issued. The redemption value per share could be lower than the purchase

price of the share, and the return could be lower than the projected yield quoted at the time of issuance of the share.

Allocation of Losses

Any losses incurred by a CSIP Term Portfolio series (other than losses resulting from Premature Redemptions of shares of the series) will be allocated among all shares of the series outstanding at the time such loss is incurred. Such a loss may result from a default on an investment or from a sale of an investment. If such a loss occurs, the redemption value per share could be lower than that on which the projected yield was quoted at the time of issuance of the share.

Calculating Share Price

The redemption value per share for any series of the CSIP Term Portfolio will be determined on any day when redemption is made and on termination of the series. It is the intent of the Fund to manage each series in the CSIP Term Portfolio in a manner that produces a share price of at least \$1.00 on the termination date.

For the purpose of computing fees the Investment Adviser, on behalf of the Fund, determines the NAV of the shares of the CSIP Term Portfolio at the close of each Business Day. For this purpose the NAV per share for each series of the CSIP Term Portfolio is calculated by dividing the total value of investments and other assets less any liabilities by the total outstanding shares of the series as of the day the calculation is made.

General Policies

Services to Investors

The Fund offers certain additional account features at no extra charge, including:

Statements Daily transaction confirmations are available only on EON. The Investment Adviser provides monthly statements showing the previous month's transactions, dividends paid and the account balance as of the statement date. The statements also indicate total year-to-date income earned. Monthly statements are also available through EON within three Business Days after month-end. Investors may elect to stop receiving statements by mail.

Information Services Toll-free telephone service, **855-274-7468**, is available to provide Investors with information including up-to-date account information and transaction history, and to receive instructions for the investment or withdrawal of funds.

Website Account information and information regarding the Fund's Portfolios along with current news about the Fund can be found at www.csipinvest.com. A password and user identification is required to initiate a transaction or access

account information. The system can be accessed through the CSIP website by selecting "Account Access." A password and user identification can be received by contacting CSIP at **855-274-7468**.

Information on Portfolio Holdings

Each Portfolio discloses its holdings online quarterly and a full description of each Portfolio's holdings in the annual audited financial reports.

For our policy on the disclosure of Portfolio holdings, see Part 2.

Rights we reserve

The Fund reserves the right, acting through its appropriate entity, to do any of the following:

- Increase, change, or decrease account minimums at any time without advance notice.
- Limit the frequency of purchases for any reason.

Tax Information

We suggest that your tax advisor is consulted before investing in a Portfolio. Relevant considerations include but are not limited to:

- Section 115(1) of the Internal Revenue Code, as amended (the "Code"), which provides that the gross income of a state or political subdivision does not include income derived from the exercise of any essential government function.
- Section 148 of the Code (and related regulations) covering rebate requirements, which may apply to anyone investing tax-exempt or tax-credit bond proceeds
- The arbitrage limitations or rebate requirements of section 148 of the Code (and related regulations), under which states and municipalities may be required to pay the U.S. Treasury a portion of earnings they derive from the investment of certain funds.

Use of Amortized Cost

The Board of Trustees has determined, in consultation with the Investment Adviser, that the CSIP Liquid Portfolio will be managed in accordance with GASB 79 requirements, as applicable, for the use of the amortized cost method of valuing its investment portfolio.

Financial Highlights

The Portfolios' audited financial statements and financial highlights will be included in the CSIP Annual Report for the year end once the Fund completes its first fiscal year. The Annual Report will be available upon request and posted to www.csipinvest.com.

Part 2: Information Statement Addendum

GENERAL INFORMATION

The Fund

Description

CSIP is a common law trust organized pursuant to the provisions of Article 75, Title 24, Part 7 of the Colorado Revised Statutes entitled “Investment Funds – Local Government Pooling” (“the Investment Pooling Act”) whereby any county, city, town, school district or special district, or any other political subdivision of the state, or any department, agency, or instrumentality thereof, or any political or public corporation of the state is authorized to pool any moneys in the treasury of such Local Government which are not immediately required to be disbursed, with the same such moneys in the treasury of any other Local Government in order to take advantage of short-term investment seeking to maximize net interest earnings.

The Indenture

Each Investor receives a copy of the Indenture of Trust; all general descriptions of its terms contained in this Information Statement are subject to the specific language of the Indenture itself. The Indenture permits the Trustees to issue an unlimited number of shares of beneficial interest in the Fund, from such series and classes as the Trustees from time to time may create and establish. Various Portfolios may be designed to meet the specific investment objectives and needs of Investors. At present, the Fund has two Portfolios available to Investors, the CSIP Liquid Portfolio and the CSIP Term Portfolio. In the future the Fund may create other Portfolios. Unless otherwise stated, this Information Statement applies only to the CSIP Liquid Portfolio and the CSIP Term Portfolio.

Shareholders of a statutory trust may, under certain circumstances, be held personally liable for the obligations of the Fund. Therefore, the Indenture contains an express disclaimer of shareholder liability for acts or obligations of the Fund and requires that notice of such disclaimer be given in each written instrument creating an obligation of the Fund entered into or executed by the Fund or the Trustees.

The Indenture further provides that the Trustees will not be liable for errors of judgment or mistakes of fact or law, but nothing in the Indenture protects a Trustee against any liability to which he or she would otherwise be subject by reason of willful misconduct, bad faith, gross negligence, or reckless disregard of the duties involved in the conduct of office, or the failure to act in good faith in the reasonable belief that the action was in the best interests of the Fund.

Amendment and Termination of the Indenture

The Indenture may be amended by the affirmative vote of the holders of not less than a majority of the shares. The Trustees may also amend the Indenture without the vote or consent of Investors to establish additional series or portfolios, to make changes which the trustees in good faith deem necessary or convenient for the administration and operation of the Fund, or if the Trustees deem it necessary to conform the Indenture to the requirements of applicable laws or regulations, but the Trustees shall not be liable for failing to do so.

No amendment may be made which would change any rights with respect to any shares of beneficial interest by reducing the amount payable thereon upon liquidation of the Fund or by diminishing or eliminating any voting rights pertaining thereto, except with the vote or consent of the holders of two-thirds of the shares outstanding and entitled to vote. Furthermore, no amendment may be made which would cause any of the investment restrictions contained in the Indenture to be less restrictive without the affirmative vote of a majority of the Participants. Finally, no amendment may be made which would change (i) the limitations on personal liability of Participants and Trustees, or (ii) the prohibition of assessments upon Participants.

The Indenture may be terminated by the vote of a majority of the authorized Trustees, subject to the approval of the holders of not less than two-thirds of the shares outstanding. Upon the termination of the Fund and after paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities, and refunding agreements as they deem necessary for their protection, the Trustees may distribute the remaining Fund property, in cash or in kind or partly in each, among the Investors according to their respective proportionate allocation of shares.

Operating Policies

The Fund has developed operating policies pertaining to deposits, withdrawals, wire and other electronic transactions. These operating policies are available to all Investors and may be amended from time to time. These policies have been developed for the protection of the Fund and its Investors. The policies are integral to the operation of the Fund and are binding on the Investors. Each month, the Fund displays a summary of the holdings of the CSIP Liquid Portfolio and more detailed holdings on a quarterly basis for the CSIP Liquid and Term Portfolios online at www.csipinvest.com.

Services

Advisory Services. The Fund has entered into an Investment Advisory and Administrative Services Agreement with the Investment Adviser, pursuant to which the Investment Adviser manages the investment of the Fund's Liquid and Term Portfolios, including the placement of orders for the purchase and sale of each Portfolio's securities. The Investment Adviser obtains and evaluates such information and advice relating to the economy and the securities market as it considers necessary or useful to manage continuously the assets of the Fund in a manner consistent with the investment objectives and policies of each Portfolio.

Portfolio Transactions. The Investment Adviser is responsible for decisions to buy and sell Portfolio securities for the Fund and arranges for the execution of Portfolio securities transactions on behalf of the Fund. Purchases of Portfolio securities are made from dealers, underwriters, and issuers; sales prior to maturity are made to dealers and other persons. Money market instruments bought from dealers are generally traded on a "net" basis with dealers acting as principal for their own accounts without a stated commission, although the price of the security usually includes a profit to the dealer. Thus, the Portfolios do not normally incur any brokerage commission expense on such transactions. Securities purchased in underwritten offerings include a fixed amount of compensation to the underwriter, generally referred to as the underwriter's concession or discount. When securities are purchased or sold directly from or to an issuer, no commissions or discounts are paid. However, any fees, commissions or transaction costs incurred in the purchase or sale of Portfolio securities are borne by the respective Portfolio to which they related. The policy of the Fund regarding purchases and sales of securities for its Portfolios is that primary consideration will be given to obtaining the most favorable price and efficient execution of transactions. In seeking to implement the Fund's policy, the Investment Adviser will effect transactions with those dealers whom the Investment Adviser believes provide the most favorable price and efficient execution. If the Investment Adviser believes such price and execution can be obtained from more than one dealer, it may give consideration to placing Portfolio transactions with those dealers who also furnish research and other services to the Fund or Investment Adviser. Such services may include, but are not limited to, any one or more of the following: information as to the availability of securities for purchase or sale; statistical or factual information or opinions pertaining to investments; wire services; and appraisals or evaluations of Portfolio securities. The services received by the Investment Adviser from dealers may be of benefit to it in the management of accounts of some or all of its other clients and may not in all cases benefit the Fund directly. While such services are useful and important in supplementing its own research and facilities, the Investment Adviser believes the value of such services is not determinable and does not significantly reduce its expenses. The Fund does not reduce the management fee it pays to the Investment Adviser by any amount that may be attributable to the value of such services.

Customer Service. The Investment Adviser operates a toll-free telephone facility to be used by Investors or by Local Governments interested in becoming Investors. The Investment Adviser also develops and maintains the online access and transaction systems.

Transfer Agent, Dividend Disbursing Agent. The Investment Adviser maintains account records for each Investor, produces statements of account, calculates and distributes the net income, and processes all transactions.

Administrator. The Investment Adviser maintains the books of the Portfolios; supervises, under the direction of the Trustees, all aspects of each Portfolio's operations; periodically updates and prepares the Fund's Information Statement; prepares the tax returns, financial statements and reports for all Portfolios; supervises and coordinates the activities of the custodian for the assets of the Portfolios; and provides office space, equipment, and personnel to administer the Fund.

Marketing. PFM Fund Distributors, Inc., a wholly owned broker-dealer subsidiary of the Investment Adviser, arranges and pays for costs of printing and distributing the Fund's Information Statement to local governments, school districts, and municipal authorities. Additionally, PFM Fund Distributors, Inc. prepares and distributes other explanatory and promotional materials, provides technical assistance and guidance to local governments, school districts, and municipal authorities considering use of the Fund as a cash management vehicle, and personnel make visits to local governments, school districts, municipal authorities and other governmental entities to present the facts about the Fund and to explain their use, advantages, and benefits.

Fund Accounting. The Investment Adviser maintains records of all securities owned, performs the bookkeeping for all sales and purchases, determines the daily, monthly and quarterly income distribution amounts, and under the direction of the Trustees determines each Business Day the net asset value of shares of the CSIP Liquid Portfolio, and determines the NAV of shares of the CSIP Term Portfolio as necessary.

Expenses

The Fund has entered into arrangements for legal, accounting, and custodial services. The Fund also pays for its organization expenses, insurance premiums, Trustees' expenses, and other expenses not expressly assumed by the Investment Adviser.

The Fund may also pay certain expenses related to the development of new products, including the organization expenses of new entities.

Opening an Account

Investing in a Portfolio requires action by the governing body of each Local Government. Typically, a resolution is required. Once this action has been taken, prospective Investors must complete the New Investor Application (initial accounts only) and an Account Application Form, Contact Record Form and Permissions Form for each account to be opened, and forward them along with a copy of the resolution and a completed IRS Form W-9 to:

Colorado Statewide Investment Pool
PO Box 11813
Harrisburg, PA 17108
Fax: 888-535-0120

The Fund will notify the Local Government of its approval of the application(s) and the account number(s) assigned. There is no limit to the number of accounts that can be opened by an Investor.

To obtain account forms, call 855-274-7468 or visit www.csipinvest.com to download them.

Election and Duties of Trustees

Board of Trustees

The operation of the Fund is governed by a Board of Trustees, the membership of which shall be determined as provided in the By-Laws. Initially the number of Trustees shall be four (4) voting Trustees *provided, however*, that the number of Trustees shall at no time be less than three (3) or more than fifteen (15). The initial Trustees include:

- **John Lefebvre, Treasurer, Weld County.** Mr. Lefebvre has served as the Weld County Treasurer since 2007. Prior to his time at Weld County, he served as the Adams County Treasurer from 2003 – 2006. Before coming to work for government, Mr. Lefebvre owned and operated his own company, Shareholder Relations, from 1988 to 2002 and he worked for Merrill Lynch. Mr. Lefebvre holds an M.P.A. from the University of Colorado.

- **Rick Hinman, Asset and Revenue Manager, Centennial Water & Sanitation District.** Rick Hinman has served as the Asset and Revenue Manager for Centennial Water and Sanitation District for 30 years. In this capacity, he is in charge of customer service, billing, cash receipts and investments. Mr. Hinman graduated with a B.S. in Accounting from the University of Arizona. Mr. Hinman also earned a CPA certificate.
- **Stephanie Stanley, Financial and Budgeting Analysis Manager, Highlands Ranch Metropolitan District.** Ms. Stanley has served as the Financial and Budgeting Manager at Highlands Ranch Metropolitan District since 2006. Prior to that, she worked as a Senior Accountant for a number of organizations. Ms. Stanley was appointed by the Governor in 2013 to serve on the Municipal Bond Supervision Advisory Board. She holds an MBA from Northern Illinois University.
- **Jean Kinney, City Treasurer/Finance Director, City of Fort Morgan.** Jean Kinney has served as the City Treasurer/Finance Director for the City of Fort Morgan for the past five years. Ms. Kinney has over 35 years of accounting experience, with 12 years in governmental accounting. Jean believes in life-long learning and has is working towards a Masters in Professional Accountancy through CSU-Global. She holds a B.S. in Accounting from the University of Nebraska, an MBA from Wayne State College and holds a Certified Management Accountant designation

In the event of a vacancy in a Trustee position, the remaining Trustees may appoint a qualified person to fill the position.

The Trustees may be elected or appointed and are responsible for the overall management of the Fund, including formulation and implementation of its investment and operating policies. In addition, the Trustees select and oversee the activities of the Investment Adviser and the Custodian for the Fund and monitor Fund investment performance and the method of valuing Portfolio shares. The Trustees elect their own officers: President, Vice President, and Secretary/Treasurer and may form committees to address specific issues.

The Trustees serve without compensation, but they are reimbursed by the Fund for reasonable travel and other out-of-pocket expenses incurred in connection with their duties as Trustees. The Trustees are not required to devote their entire time to the affairs of the Fund and are not required to personally conduct all of the business of the Fund.

Service Providers

Investment Adviser, Administrator, and Transfer Agent

PFM Asset Management LLC
P.O. Box 11760
Harrisburg, PA 17108-1760

Colorado Office

633 17th Street, Suite 2250
Denver, Colorado 80202
303-467-1114

PFMAM is registered under the Investment Advisers Act of 1940, as amended, and is under common ownership with PFM, a financial advisory firm. PFMAM was established by the shareholders of PFM in July 2001 to conduct the investment advisory business in which PFM had been engaged since 1980. For additional information on the Investment Adviser, visit www.pfm.com.

As Investment Adviser, PFMAM is responsible for supervising each Portfolio's investment program, managing each Portfolio's assets, implementing any training programs approved by the Trustees, providing the Trustees with quarterly performance evaluations, and maintaining the books and records of the Fund.

PFMAM also provides certain administrative services to the Fund, such as:

- Calculating the NAV of each Portfolio.
- Arranging for quarterly Trustee meetings.
- Overseeing the preparation of tax returns, reports to the Trustees, Investor reports, and regulatory filings.
- Coordinating the activities of other service providers.

In its role as transfer agent for the Fund, PFMAM receives, validates, and processes orders to buy and sell Portfolio shares.

In this document, the term “Investment Adviser” is used to indicate PFMAM, even when referring to it in its capacity as Administrator or Transfer Agent, if applicable.

On September 7, 2016, the Colorado State Securities Commissioner issued an order waiving: 1) The requirements of sections 24-75-703(1)(c) and (e), C.R.S., regarding the resolutions of local government investment pool trust funds, as they apply to the trust, and 2) the prohibitions imposed on the trust's investment adviser in 24-75-707(2)(b), C.R.S., and the trust's administrator in section 24-75-708(2)(b), C.R.S.

Distributor

PFM Fund Distributors, Inc.
One Keystone Plaza, Suite 300
North Front & Market Streets
Harrisburg, PA 17101-2044

PFM Fund Distributors, Inc., a wholly owned broker-dealer subsidiary of PFMAM, offers shares of each Portfolio on a continuous basis. It is responsible for maintaining, printing and distributing sales materials.

Custodian and Depository

U.S. Bank, N.A.
608 2nd Avenue South
Suite 900, MAC:N9303-09B,
Minneapolis, MN 55479

As Custodian, U.S. Bank, N.A. holds each Portfolio's securities.

The Fund's demand deposit accounts and similar concentration accounts are maintained with, and all banking transactions (including wires and ACH) for Investors are processed through, the Depository Bank. Cash received from Investors who are buying Portfolio shares or cash payable to Investors who have redeemed shares may be held by the Depository Bank on a same-day basis.

U.S. Bank, N.A. does not participate in determining the investment policies of the Fund or in investment decisions.

Legal Counsel

Kutak Rock LLP
1801 California St. #3000
Denver, CO 80202

Kutak Rock LLP serves as legal counsel to the Fund.

Independent Auditor

Ernst & Young LLP
370 17th Street, Suite 3300
Denver, CO 80202-5663

Ernst & Young LLP serves as the independent auditor of the Fund.

Fees and Expenses

The fees paid by the Fund to its Service Providers are as follows:

Management and Administrative Costs

Investment Adviser, Administrator, and Transfer Agent fees. The annual fee for PFMAM services is calculated as a percentage of average daily net assets:

CSIP Liquid Portfolio	
Average Daily Net Assets	Fee
First \$500 million	0.18%
Next \$500 million	0.17%
Over \$1 billion	0.16%
<i>These fees are accrued daily and payable monthly.</i>	

CSIP Term Portfolio	
Average Daily Net Assets of Each Series	Fee
All assets	0.12%
<i>These fees are accrued daily and payable monthly.</i>	

PFM Fund Distributors, Inc. is not separately compensated for the distribution services it provides to the Portfolios.

PFMAM has agreed to reimburse each series of the CSIP Term Portfolio for the amount by which its fees and total expenses (excluding any legal and litigation-related fees) exceed 0.20%, of the annualized average daily net assets as determined following the termination of each individual series and PFMAM has agreed to reimburse the CSIP Liquid Portfolio for the amount by which its fees and total expenses (excluding any legal and litigation-related fees) exceed 0.21%, of the annualized average daily net assets.

Custodian and Depository Fees. The Fund pays U.S. Bank, N.A. fees for various custodial, depository and cash management banking services required to operate the fund and facilitate Investor transactions.

In addition to the above fees, the Fund pays certain out-of-pocket expenses incurred by the Trustees, fees for legal and auditing services, rating services, insurance premiums and any other operating expenses not expressly assumed by any of the Fund's Service Providers.

Fee Waivers. PFMAM may, but shall not be obligated to, reduce a portion of its fees to assist the Fund in an attempt to maintain a positive yield.

THE PORTFOLIOS

Information Common to All Portfolios

Investment Policy and Guidelines

The Fund's Trustees shall review this document at least annually and confirm adequacy or communicate the need for changes or additions as part of the review process.

To pursue its investment objective, the Portfolios purchase the U.S. dollar denominated instruments described in this Information Statement. Pursuant to procedures approved by the Fund's Trustees, the Portfolios will invest in a security only if the Investment Adviser is satisfied that the credit risk associated with the investment is minimal.

From time to time, cash assets of the Portfolios may be maintained in a demand deposit or other deposit account with the Custodian pending investment, subject the requirements of the Colorado Public Deposit Protection Act, CRS 11-10.5-107, et seq.

Unless otherwise noted, permitted investment limitations or other investment restrictions expressed herein will apply at the time of purchase.

Permitted Investments

Obligations of the United States Government and its Agencies and Instrumentalities.

- 1) The Portfolios may purchase bills, notes and bonds issued by the U.S. Treasury and backed by the full faith and credit of the United States.
- 2) The Portfolios may purchase obligations of any agency or instrumentality of the United States, including but not limited to, obligations of Fannie Mae, Freddie Mac, the Federal Home Loan Banks, the Federal Farm Credit Banks and the Government National Mortgage Association.
- 3) The Portfolios may invest in obligations issued by entities with credit or liquidity support from the U.S. Government, or its agencies or instrumentalities. These support arrangements provide that the U.S. Government or its agencies or instrumentalities will advance funds to the entity to pay the obligations of the entity to the extent it has insufficient funds to pay amounts due on its obligations.

Repurchase Agreements. Repurchase agreements whose underlying purchased securities consists only of the instruments listed in the Obligations of the United States Government and its Agencies and Instrumentalities section of the Permitted Investments.

Commercial Paper. The Portfolios may invest in "prime quality" commercial paper that is denominated in U.S. dollars, that is issued by a bank or corporation which is organized and operated within or outside ("foreign") of the United States with a maturity of 270 days or less. "Prime quality" means that it shall be rated in the top short-term rating category by two nationally recognized statistical rating organizations ("NRSRO").

Corporate Notes and Bonds. The Portfolios may invest in bonds, notes and other evidences of indebtedness denominated in U.S. dollars that are issued by a corporation which is organized and operated within or outside of the United States. All such debt obligations purchased by the Portfolios shall be rated at least AA- or higher by two NRSROs.

Obligations of Banks. The Portfolios may purchase bankers' acceptances, certificates of deposit and negotiable bank deposit notes issued by domestic banks and foreign banks. This will include:

- Bills of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as bankers' acceptances, if the accepting bank is rated in the top short-term category by two NRSRO.
- Negotiable certificates of deposit and bank deposit notes with maturities of one year or less if rated in the top short-term rating category by two NRSROs. Negotiable bank obligations with a remaining maturity of over one year will be considered for purchase if rated AA- by two NRSROs.

Floating-Rate and Variable-Rate Obligations. Debt obligations purchased by the Portfolios may have interest rates that are periodically adjusted at specified intervals or whenever a benchmark rate or index changes. These securities may have demand features which gives the Portfolios the right to demand repayment of principal on specified dates or after giving a specified

notice. Adjustable rate securities and securities with demand features may be deemed to have maturities shorter than their stated maturity dates.

Municipal Obligations. The Portfolios may invest in general obligation bonds and revenue bonds of state or local governments. Such obligations of Colorado (or any political subdivision, institution, department, agency, instrumentality, or authority of the state) shall be rated at least A or the equivalent by at least two NRSROs. Such obligations of any other governmental entity shall be rated at least AA or the equivalent by at least two NRSROs.

Securities Issued by Other Money Market Funds. The Portfolios may invest in no-load money market mutual funds that (i) are registered with and regulated by the Securities and Exchange Commission, (ii) include in their investment objectives the maintenance of a stable net asset value of \$1.00, and (iii) are rated AAA or equivalent by at least one NRSRO.

Bank or Savings Accounts The Portfolios may invest in bank accounts, savings accounts or time deposits or share accounts of institutions to the extent that deposits are insured by the Federal Deposit Insurance Corporation through the Deposit Insurance Fund or the National Credit Union Administration through the National Credit Union Share Insurance Fund to the extent that such accounts are so insured, and for any amounts above the insured maximum, provided that collateral consistent the requirements of the Colorado Public Deposit Protection Act, CRS 11-10.5-107, et seq., or the depository obtains a letter of credit from a Federal Home Loan Bank in lieu of pledging collateral.

Colorado Revised Statutes (“CRS”) § 24-75-601 et. seq. The Portfolios may make any investments authorized under § 24-75-601 et. seq. as amended.

Investment activity in the following are prohibited:

- Short sales;
- Margin transactions;
- Commodity or future contracts;
- Venture capital, private placements or initial public offerings;
- Option trading; and,
- Derivative transactions.

Investment Restrictions

The Trustees have adopted the following investment restrictions and fundamental investment policies for the Portfolios. These cannot be changed without approval of the Investors holding a majority of the outstanding shares of each Portfolio or series within a Portfolio to be affected by the change. No Portfolio will:

1. make any investment other than investments authorized by this Indenture, which constitute Permitted Investments and which are consistent with the investment policies and procedures set forth in the Information Statement and which are described therein, as the same shall may be amended from time to time.
2. make loans, provided that the Fund may make Permitted Investments (which may include securities lending);
3. borrow money or incur indebtedness except as a temporary measure to facilitate withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments, and only as and to the extent permitted by law;
4. hold or provide for the custody of any Trust Property in a manner not authorized by law.
5. make an investment in any security with a final or effective maturity (or, for repurchase agreements, a remaining term) of 397 days or more.

Main Risks

Interest rate risk (Not applicable to CSIP Term) When short-term interest rates fall, the Liquid Portfolio’s yield is likely to fall. When interest rates rise, especially if the rise is sharp or unexpected, the Liquid Portfolio’s share price could fall. During periods of unusually low interest rates, the Liquid Portfolio’s yield may approach zero. Over time, the total return of the Liquid Portfolio may not keep pace with inflation. For additional information about risks applicable to each Portfolio, see Part 1.

Credit risk The issuer of a security owned by a Portfolio could fail to pay interest or principal in a timely manner. The credit quality of a Portfolio’s holdings could change rapidly in certain markets, and the default or decline in credit quality of even a single holding could cause a Portfolio’s share price to fall.

For money market instruments that rely on third-party credit guarantors, the same risks may apply if the financial condition of the guarantor deteriorates or the guarantor ceases to insure money market instruments. The value of an obligation may decline and it is possible that the guarantor may not honor the guarantee.

For U.S. government or agency securities not backed by the full faith and credit of the U.S. government, there is no guarantee that the government will intervene in the event of any loss or default.

Any type of credit backing or guarantee applies only to the securities held by a Portfolio, not to shares of the Portfolio itself, and does not protect against any risk other than credit risk.

Management risk Portfolio performance could be hurt by investment decisions made by the Investment Adviser, such as choice of investments or timing of buy/sell decisions.

Counterparty risk A financial institution or other counterparty with whom a Portfolio does business (such as trading or entering into repurchase agreements), or that underwrites, distributes, or guarantees any investments or contracts that a Portfolio owns or is otherwise exposed to, may decline in financial condition and become unable to honor its commitments. This could cause losses for a Portfolio or delay the return or delivery of collateral or other assets.

Financial industry risk Any market price movements, regulatory or technological changes, or economic conditions affecting banks or other financial institutions will have a significant impact on a Portfolio's performance.

Liquidity risk If a Portfolio faces an unusual volume of redemption orders, or if it is unable to sell Portfolio securities at the desired time or price, the Portfolio's share price could fall.

Distribution in Kind

Investment securities may be distributed to the Investors in lieu of cash whenever the Trustees determine that such distributions would be in the best interest of the Investors. The investments made for the CSIP Portfolios are in money market instruments of generally short maturities. The Investment Adviser may attempt to maximize yields through trading, to take advantage of short-term market variations. These strategies may result in high portfolio turnover. However, since the costs of transactions of the type in which the Portfolio engages are small, high turnover rate is not expected to adversely affect net asset values or yields.

Tax Matters

Rebate Regulations. On June 18, 1993, the United States Treasury issued final Regulations relating to the Rebate Requirement. The Regulations set forth allocation and accounting rules in Section 1.148-6 (the "Allocation and Accounting Rules") that must be followed for purposes of the general arbitrage requirements of Section 148 of the Internal Revenue Code as well as the Rebate Requirement. The Regulations apply generally to bonds issued after June 30, 1993. The following discusses generally the application of the Regulations to the Rebate Requirement of the bond issues of the Investors. Investors that will be investing proceeds of bonds not subject to the Regulations (e.g., bonds issued prior to July 1, 1993 for which the Investor has not elected to apply the Regulations) in the Portfolios should consult with their bond counsel to determine the appropriate treatment of an investment of such proceeds in the Portfolios for purposes of satisfying the Rebate Requirement with respect to such bonds.

Yield Restriction and Yield Reduction Payments. The yield on the CSIP Liquid Portfolio will fluctuate daily and, consequently, the CSIP Liquid Portfolio may not be an appropriate investment if any proceeds of an Investor's bond issue must be invested in investments with a yield that does not exceed the yield of the Investor's bond issue. Therefore, it will be the responsibility of each Investor or its bond counsel to determine the extent to which the proceeds of an Investor's bond issue may be invested at an unrestricted yield and whether an investment in, or the continued investment in, the CSIP Liquid Portfolio is appropriate. The Regulations provide limited circumstances in which the yield restricted proceeds of an issue may be invested at a yield in excess of the otherwise permitted yield as long as certain payments ("Yield Reduction Payments") are made to the Internal Revenue Service. Yield Reduction Payments have the effect of reducing the yield on particular investments. Any Investor that finds that its investments must be yield restricted in order to retain the tax exempt status of the interest on its bonds should consult its bond counsel to determine if the Yield Reduction Payment procedure is available and whether it should be utilized.

Rebate Requirement and Exceptions to Rebate. To comply with the rebate requirement imposed on its bond issues by Section 148(f) of the Internal Revenue Code, each Participant must pay to the United States with respect to each of its bond issues an amount equal to the sum of (i) the excess of (A) the amount earned on all nonpurpose investments acquired with the gross

proceeds of such issue over (B) the amount that would have been earned if such nonpurpose investments were invested at a rate equal to the yield on its bond issue, plus (ii) any income attributable to the excess described in clause (i) (the "Rebate Requirement"). The Internal Revenue Code provides five exceptions to the Rebate Requirement described further below. If any of these exceptions is applicable to all or a portion of an issue, the earnings derived from the investment of the portion of the issue eligible for the exception is not subject to the Rebate Requirement (except that all or a portion of the earnings on a reserve fund or on certain debt service funds may be subject to the Rebate Requirement). Each potential Investor should consult with its bond counsel to determine whether any of these exceptions is available and, if so, whether an investment in the Portfolios is appropriate.

Six-Month Exception. The Rebate Requirement does not apply to an issue of bonds if all of the gross proceeds of such issue (which for this purpose do not include gross proceeds held in a reasonably required reserve or replacement fund or a bona fide debt service fund) are expended for the governmental purpose for which the bonds were issued within 6 months of the date of issuance of such issue.

TRANS Exception. Tax and Revenue Anticipation Notes ("TRANS") are not subject to the Rebate Requirement if the cumulative cash flow deficit to be financed by such issue exceeds 90 percent of the proceeds of the issue within 6 months of the date of issue of the notes (the "TRANS Exception"). If the cumulative cash flow deficit actually experienced by the issuer within 6 months following the date of issue of the TRANS does not exceed 90 percent of the proceeds of the issue, the Rebate Requirement may apply. The proceeds of the TRANS, however, may be treated as spent only as actual cash flow deficits arise and the TRANS proceeds are used to offset those deficits. Consequently, any Investor that wishes to invest the proceeds of its TRANS issue in the Portfolios should consult with its bond counsel as to the appropriate method of accounting for the expenditure of such funds. In addition to the TRANS Exception, TRANS proceeds will not be subject to rebate if the Six-Month Exception is met. In order to determine if all of the gross proceeds of a TRANS issue have been spent within six months, however, the Allocation and Accounting Rules provide generally that all of the available amounts of the issuer will be treated as spent first, i.e., the proceeds of a TRANS issue will not be treated as spent on any given day unless the issuer has spent all of its other available money. For purposes of the Six-Month Exception (but not the TRANS Exception), an issuer is entitled to retain a reasonable working capital reserve, however, which may not exceed 5 percent of the actual expenditures of the issuer paid from the issuer's current revenues in the preceding fiscal year. The sizing of an issuer's reasonable working capital reserve and its impact on the Six-Month Exception is complicated. Consequently, any Investor that wishes to invest the proceeds of its TRANS issue in the Portfolios should consult with its bond counsel as to the appropriate method of accounting for the expenditure of such funds as well as the suitability of an investment of TRANS proceeds in the Portfolios.

Construction Exception. The Rebate Requirement does not apply to a construction issue if all of the available construction proceeds of the bonds, or, as described below, the portion of a bond issue attributable to construction projects, are expended for the governmental purpose for which the issue was issued in accordance with the following timetable: 10 percent or more within the first six months of the date of issue, 45 percent or more within the first year, 75 percent or more within the first 18 months, and 100 percent within 24 months. The Regulations provide that a failure to spend all of the available construction proceeds at the final spending period may be disregarded if the amount does not exceed the lesser of 3 percent of the issue price or \$250,000 and the issuer exercises due diligence to complete the project. Alternatively, if the unspent balance as of the final spending period represents "reasonable retainage", e.g., to ensure compliance with the terms of a construction contract, then the unspent balance may be disregarded if it is spent within a year of the final spending period and the amount does not exceed 5 percent of the issue price. With respect to the Construction Exception, at least 75 percent of the available construction proceeds of the issue must be reasonably expected to be used for construction expenditures (including reconstruction and rehabilitation) made in connection with property that is owned by either a governmental unit or an organization described in Section 501(c)(3) of the Internal Revenue Code. Depending on certain elections, the term "available construction proceeds" may include either the actual or expected investment return on the investments of the sale proceeds of an issue earned before the close of the relevant period. In addition, if only a portion of a single issue is to be used for construction expenditures, the issuer may elect to bifurcate the issue into two components so that one component may qualify for the Construction Exception and the other component may qualify for the Six-Month Exception. With respect to the expenditure requirements described above in connection with pooled construction financing for two or more borrowers, the issuer of any pool bonds should consult with its bond counsel as to such expenditure requirements. Furthermore, the Construction Exception provides that an issuer may elect to pay a penalty in lieu of the Rebate Requirement if the issuer fails to meet the expenditure requirements described above. The foregoing elections must be made on or before the date the bonds are issued and are irrevocable. Consequently, each potential Investor should consult with its bond counsel as to the elections to be made in conjunction with the Construction Exception.

18-Month Exception. The Regulations provide an exception to the Rebate Requirement if the gross proceeds of such issue (as described in the Six-Month Exception above) are expended for the governmental purpose for which the issue was issued in accordance with the following timetable: at least 15 percent within 6 months of the date of issue, 60 percent or more within the first 12 months, and 100 percent within 18 months. The Regulations permit that a failure to spend all of the proceeds at the final spending period may be disregarded if the amount of the final spending period does not exceed the lesser of 3 percent of the issue price or \$250,000 and the issuer exercises due diligence to complete the project. Alternatively, if the unspent balance represents “reasonable retainage” (as described in the Construction Exception above), then the unspent balance may be disregarded if it is spent within a year of the final spending period and the amount does not exceed 5 percent of the issue price.

Small Issuer Exception. Bonds of a governmental unit with general taxing powers that are not private activity bonds will not be subject to the Rebate Requirement if 95 percent of the net proceeds of the issue are to be used for local governmental activities of the issuer and the aggregate face amount of all tax exempt bonds (other than private activity bonds) of such issuer issued during the calendar year is reasonably expected not to exceed (A) \$5,000,000 and (B) in certain circumstances with respect to bonds used to finance the construction of public school facilities, \$15,000,000.

Nonpurpose Investments. In addition to the foregoing, each Investor should be aware that in order to compute the Rebate Requirement, it is necessary to determine (1) the nonpurpose investments purchased with the gross proceeds of the Investor’s bond issue, and (2) the amount earned on such nonpurpose investments. Section 148(f) of the Internal Revenue Code defines a nonpurpose investment as any type of investment that is acquired with the gross proceeds of a bond issue and that is not acquired to carry out the governmental purpose of the bond issue. The investment of the gross proceeds of their bond issues in the Portfolios will be nonpurpose investments. The Allocation and Accounting Rules provide that the purchase price of a nonpurpose investment may not be greater than, and the disposition price may not be less than, the fair market value of the nonpurpose investment. The Investment Advisor will make all acquisitions or dispositions of investments that are part of the Portfolios must be made only at their fair market price as such term has been defined in the Rebate Regulations. The net income of the Portfolios (determined by, among other things, subtracting Transaction Costs from gross income) will be determined daily and declared monthly as a dividend. The Rebate Regulations provide that for purposes of calculating the amount earned on nonpurpose investments, any receipt or payment with respect to a nonpurpose investment allocated to an issue must be included. This includes any amount actually or constructively received with respect to the investment, the fair market value of any investment on the date that it ceases to be allocated to the gross proceeds of an Issue, and the fair market value (or the present value in certain circumstances) of all nonpurpose investments on the rebate calculation date. In general, receipts are not reduced by selling commissions, administrative expenses, or similar expenses and the purchase price of the nonpurpose investments is not increased by brokerage commissions, administrative expenses or similar expenses.

The foregoing summary of federal income tax matters affecting Investors in the Portfolios do not purport to be complete. Investors should consult their bond counsel for advice as to the application of federal income tax law to their particular investment in the Portfolios.

Arbitrage Rebate Compliance

The Program offers certain arbitrage rebate services designed to assist Investors in complying with the Code to the extent those requirements are applicable to an Investor’s tax-exempt financing. Investments are purchased and investment documentation is maintained in accordance with requirements of the Code, and rebate calculations are prepared for Investors by the Investment Adviser in a manner and at such times as to enable Investors to comply with these requirements and to assist Investors in determining whether they have satisfied the expenditure tests for any available exceptions from the arbitrage rebate requirements.

The Program is operated in a manner that allows for the preservation of a clear audit trail for purposes of complying with the Regulations concerning arbitrage rebate. Practices typically utilized include the following:

- (1) An Investor should invest all bond proceeds subject to the arbitrage rebate requirements in the Program on the same day as they are received by the Investor. This will enable the Program to track the investment and expenditure of these funds.
- (2) An Investor should, at the time of initial investment, identify all funds subject to the arbitrage rebate requirement that are subject to the rebate requirement at the same bond yield. A separate account should be established for each fund or funds subject to a different bond yield for arbitrage rebate computation purposes, by completing an Account Application provided by the Investment Adviser. The Investment Adviser will also provide advice on the number and type of accounts that will be needed to provide a clear audit trail.

(3) An Investor should notify the Investment Adviser when making its initial investment whether all or some of the bond proceeds it is investing are expected to qualify for certain exceptions to rebate commonly known as the spending exceptions. The spending exceptions include the “6-month spending exception,” “the 18-month spending exception,” and “the 2-year spending exception.” In addition, if the bond proceeds are expected to qualify for the “2-year spending exception,” the Investor should indicate to the Investment Adviser whether the Investor has elected to pay a penalty in lieu of rebate or to pay rebate if the spend down percentages are not met.

(4) An Investor should not draw down the entire bond proceeds account before providing for any rebate requirement or penalty payment.

If any Investor and any parties related to the Investor own more than ten percent (10%) of the Shares of the Portfolio, such ownership may adversely affect the rebate liability of all Investors.

Documentation of Market Price. The Investment Adviser will follow certain procedures to document that investments are purchased at a “market price” in accordance with requirements of the Internal Revenue Code and related rulings and regulations. These procedures include obtaining three bids or offers for all securities transactions on the secondary market, documenting transaction prices using independent pricing services, and following practices to avoid making “prohibited payments” or receiving “imputed receipts” (as these terms are used in the applicable U.S. Treasury regulations) that improperly reduce the yield on investments.

Rebate Exception Services for the Proceeds of Debt Issues

Upon initial investment of the proceeds of a debt issue, an Investor should inform the Investment Adviser by means of the Account Application if it expects to qualify for an exception to the arbitrage rebate requirement and whether an election to pay a penalty in lieu of rebate was made under the 2-year spending exception. If the Investment Manager has been so informed, thirty (30) days before any expenditure test date related to such an exception from the rebate requirements, the Investment Adviser will provide a notice to the Investor that tracks the cumulative percentage of proceeds of a debt issue drawn from funds invested in the Portfolios from any debt issue whose proceeds are then invested in the Portfolios, and compares the cumulative percentage of funds drawn to the requirements of the exception to assist the Investor in determining its eligibility for such exception. Thirty (30) days after any expenditure test date, the Investment Manager will provide a report (a “rebate exceptions compliance report”) to such Investor showing the cumulative percentage of the proceeds of a debt issue (including investment income) actually drawn and calculating the penalty, if any, due to the Internal Revenue Service if actual amounts drawn do not meet the expenditure test. Such Exception Compliance Report will assume that all draws from the Portfolios represent expenditures of bond proceeds by the Investor that occurred on or before the dates of the draws.

Rebate Calculation Estimates for the Proceeds of Debt Issues

The Investment Adviser will provide estimates and formal reports of rebate liabilities as described below. Upon request, the Investment Adviser will provide, at no cost, an estimated interim rebate calculation report (an “Interim Estimate”) to an Investor whose bonds are subject to rebate. The Interim Estimate is only an estimate of the Investor’s rebate liability for the purpose of giving the Investor assistance in its planning and financial reporting. The Interim Estimate will summarize all of the following:

- The allowable investment yield.
- Portfolio investment activities for the relevant period.
- A calculation of the estimated rebate liability at the end of the report period using the methodology prescribed by the applicable U.S. Treasury regulations.

When an account for the proceeds of a debt issue is opened, the Investment Adviser will request certain information from an Investor, including information necessary to permit scheduling of the estimated rebate calculation report or estimated spending exception report. The Investment Adviser will require additional information from an Investor, including copies of the official statement, non-arbitrage or tax certificate, debt issue resolution and similar documents, before the first such reports can be prepared.

For each bond issue for which an Investor notifies the Investment Adviser by means of the Account Application that it is subject to rebate, as long as proceeds are invested in the Portfolios the Investment Adviser will provide a formal rebate calculation report (a “Formal Report”) within 30 days after the fifth bond-year anniversary and each succeeding fifth bond year, and within 30 days after the date on which the last bond of an issue is discharged unless the Investor requests that a Formal Report be furnished for different computation dates. Investors may request a Formal Report at any other time or at a

more frequent interval than every five years. The Formal Report will normally consist of a statement of cash flows and certain calculations of yields and earnings prepared by the Investment Adviser.

If all the bonds have been discharged as a result of a refunding, it is the responsibility of the Investor to provide timely notice to the Investment Adviser that such event has occurred and supply the Investment Adviser with any information required to complete the final Arbitrage Report.

An Investor could be liable for rebate payments in addition to the amount identified in the Formal Report if, among other things, there are changes in the Regulations, if the date of the Formal Report does not correspond with a Computation Date (as defined in the Regulations), if payment of the amount is not made within 60 days of a Computation Date, or if the yield on the related tax-exempt, tax-credit, or taxable obligations changes.

It is advisable that an Investor not withdraw all of its funds prior to completion of rebate estimates and a Formal Report, and that withdrawals be made within the time frame described above in order to track all earnings accurately and to assist the Investor in fulfilling its rebate obligation. Investors may request an exception from these rules, but such an exception may result in the Investor having to fulfill its rebate obligation from other source of funds, and may make it impossible for the Investment Adviser to prepare a complete and accurate Formal Report.

Yield Restriction Calculation Estimates for the Proceeds of Debt Issues

The Investment Adviser will notify the Investor if any unspent funds invested in the Portfolio have become yield restricted as a result of the end of an applicable temporary period. This notification will also include a discussion of options available to the Investor to comply with the yield restriction requirements. **The Investor should consult with its bond counsel prior to determining how it intends to comply with the yield restriction requirements.** If bond counsel determines that the Investor is eligible to make yield reduction payments and the Investor selects this option, the Investment Adviser will provide estimated yield reduction payment reports upon request. This report is only an estimate for the purpose of assisting the Investor in its planning and financial reporting. The estimate report will summarize all of the following:

- The allowable investment yield.
- Portfolio investment activities for the relevant period.
- A calculation of the estimated yield reduction payment liability at the end of the report period using the methodology prescribed by the applicable U.S. Treasury regulations.

For each bond issue for which an Investor notifies the Investment Adviser that it has decided to make yield reduction payments, if necessary, to comply with yield restriction as long as the yield restricted proceeds are invested in the Portfolio, the Investment Adviser will provide a formal yield reduction payment report within 30 days after the fifth bond year anniversary and each succeeding fifth bond year, and within 30 days after the date on which the last bond of an issue is discharged unless the Investor requests that a formal yield reduction payment report be furnished for different computation dates. Investors may request a formal yield reduction payment report at any other time or at a more frequent interval than every five years. The formal yield reduction payment report will normally consist of a statement of cash flows and certain calculations of yields and earnings prepared by the Investment Adviser.

It is the Investor's responsibility to notify the Investment Adviser if the bonds have been refunded and/or discharged as the result of a refunding. The Investor should check with its bond counsel to make this determination and to identify if there are any transferred proceeds of the refunding bonds that should be yield restricted.

Rebate Calculation Expenses

There will be a separate charge for each formal rebate calculation report. The fee for a formal rebate calculation report prepared by the Investment Adviser will be billed separately to the Investor at the following rates for debt issues, the proceeds of which are invested exclusively through the Portfolios from their date of issuance until the date of calculation of the formal rebate calculation report:

Each formal rebate calculation report, per debt issue: \$3,250

There will be additional charges for refundings requiring allocations of transferred proceeds and for other calculations involving more extensive services. For proceeds of tax-exempt debt issues invested outside the Portfolios, due to differences of elapsed time since the issuance of the debt, types of investments, volume and type of transactions, number of funds, and condition and availability of records, the Investment Adviser cannot charge a standard fee. However, at the request of the Investor, the Investment Adviser will provide an estimated cost based on the Investor's specific circumstances. In addition to

the rebate calculation services offered by the Investment Adviser, Investors also have the option of contracting directly with another service provider for rebate calculation services. If another service provider is used, the scope of the services provided and the fees charged are entirely the responsibility of the Investor and its service provider.

Information Specific to the CSIP Liquid Portfolio

Diversification Requirements

The CSIP Liquid Portfolio will limit investments in credit instruments (including but not limited to commercial paper, corporates, and negotiable certificates of deposit) to not more than 5% of the book value (at the time of purchase) of the total portfolio with any one issuer. Obligations issued and guaranteed as to principal and interest by the Government of the United States, its agencies or instrumentalities, any securities that are subject to repurchase agreements, and Federal Home Loan Bank letter of credit backed deposits are not subject to the 5% issuer limitation. The Board of Trustees, in accordance with Colorado Revised Statutes and limitations of applicable rating agency criteria, has confirmed that the Liquid Portfolio will not be subject to the 50% sector investment limitations.

Maturity Requirements

The Investment Adviser shall maintain the dollar weighted average maturity of the CSIP Liquid Portfolio in a manner that it believes is appropriate to the objective of maintaining a stable net asset value per share; provided that (i) in no event shall any security be acquired with a remaining “maturity” (as such term is defined below) of greater than 397 calendar days; (ii) the dollar weighted average maturity of the CSIP Liquid Portfolio shall in no event exceed 60 days, computed in accordance with the procedures described in this section and (iii) the CSIP Liquid Portfolio shall not maintain a dollar weighted average portfolio life that exceeds 120 calendar days, determined without regard to the date of any reset dates for interest rate readjustments.

For the purpose of computing maturity and dollar-weighted average maturity, the maturity of a security is deemed to be the period remaining (calculated from the trade date or such other date on which the security is subject to market action) until the date on which, in accordance with the terms of the security, the principal amount must unconditionally be paid or, in the case of a security called for redemption, the date on which the redemption payment must be made, except that for a Variable Rate Security a Floating Rate Security, repurchase agreements and money market fund securities the basis shall be as follows:

- A. Variable Rate Security is a security which provides for the adjustment of its interest rate on set dates and which, upon each adjustment until the final maturity of the security or the period remaining until the principal amount can be recovered through demand, can reasonably be expected to have a market value that approximates its amortized cost.
 - 1) A Government Security which is a Variable Rate Security, and which has its rate of interest readjusted no less frequently than every 397 days shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.
 - 2) The maturity of each Variable Rate Security, the principal amount of which, in accordance with its terms, must unconditionally be paid in 397 calendar days or less, is deemed to be the earlier of (a) the period remaining until the next interest rate adjustment, or (b) the period remaining until the principal amount can be recovered through demand.
 - 3) The maturity of each Variable Rate Security, the principal amount of which is scheduled to be paid in more than 397 days and that is subject to a Demand Feature (as defined in paragraph (4) below), is deemed to be the longer of (a) the period remaining until the principal amount can be recovered through demand, or (b) the period remaining until the next interest rate adjustment.
 - 4) Each security having a remaining maturity of more than 397 days shall be subject to a Demand Feature. “Demand Feature” shall mean (i) a put that entitles the Fund, as holder, to receive the amortized cost of the security plus accrued interest, if any, at the time of exercise and is exercisable either at any time upon no more than 30 days’ notice, or at specified intervals not exceeding 397 calendar days and upon no more than 30 days’ notice, provided that such Demand Feature may be sold, transferred, or assigned only with the underlying security involved; or (ii) if the security is an asset backed security, a feature permitting the holder of the asset backed security unconditionally to receive principal and interest within thirteen months of making demand.
- B. Floating Rate Security is a security which provides for the adjustment of its interest rate whenever a specified rate changes and which, at any time until the final maturity of the security or the period remaining until the principal

amount can be recovered through demand, can reasonably be expected to have a market value that approximates its amortized cost.

- 1) The maturity of each Floating Rate Security, the principal amount of which, in accordance with its terms, must unconditionally be paid in 397 calendar days or less, shall be deemed to be one day.
 - 2) The maturity of each Floating Rate Security, the principal amount of which is scheduled to be paid in more than 397 days and that is subject to a Demand Feature (as defined in paragraph (3) below), is deemed to be the period remaining until the principal amount can be recovered through demand.
 - 3) Each security having a remaining maturity of more than 397 days shall be subject to a Demand Feature. Demand Feature shall mean (i) a Put that entitles the Fund, as holder, to receive the amortized cost of the security plus accrued interest, if any, at the time of exercise and is exercisable either at any time upon no more than 30 days' notice, or at specified intervals not exceeding 397 calendar days and upon no more than 30 days' notice, provided that such Demand Feature may be sold, transferred, or assigned only with the underlying security involved; or (ii) if the security is an Asset Backed Security, a feature permitting the holder of the Asset Backed Security unconditionally to receive principal and interest within thirteen months of making demand.
- C. Repurchase Agreements are agreements in which an investor buys securities from a counterparty who agrees to buy the securities back at a later date at an agreed upon price. The maturity of a repurchase agreement is deemed to be the period remaining until the date on which the repurchase of the underlying securities is scheduled to occur or, where the agreement is subject to demand, the notice period applicable to a demand for the repurchase of the securities.
- D. A Money Market Mutual Fund's maturity date is deemed to be the shorter of (i) the period remaining until the money market mutual fund is required to make payment upon redemption or (ii) if the money market mutual fund has agreed in writing to provide redemption proceeds to the investor within a shorter time period, such shorter time period.

Liquidity Requirements

The CSIP Liquid Portfolio will not acquire any security other than: cash, direct obligations of the U.S. Government, or securities that will mature or are subject to a demand feature which is exercisable and payable within one business day (collectively "Daily Liquid Assets") if, immediately after acquisition, the CSIP Liquid Portfolio would have invested less than 10 percent of its total assets in Daily Liquid Assets.

The CSIP Liquid Portfolio will not acquire any security other than: cash, direct obligations of the U.S. Government, government securities that are issued by a person controlled or supervised by and acting as an instrumentality of the Government of the United States pursuant to authority granted by Congress of the United States that are issued at a discount to the principal amount to be repaid at maturity and have a remaining maturity of 60 days or less, or securities that will mature or are subject to a demand feature which is exercisable and payable within five business days (collectively "Weekly Liquid Assets") if, immediately after acquisition, the CSIP Liquid Portfolio would have invested less than 30% of its total assets in Weekly Liquid Assets.

The CSIP Liquid Portfolio will not invest more than 5% of net assets in illiquid investments. Illiquid investments are securities that cannot be sold or disposed of in the ordinary course of business at approximately the value ascribed to it by the CSIP Liquid Portfolio. Illiquid investments include:

- Restricted investments (those that, for legal reasons, cannot be freely sold).
- Fixed time deposits with a maturity of more than seven days that are subject to early withdrawal penalties.
- Any repurchase agreement maturing in more than seven days and not terminable at approximately the carrying value in the CSIP Liquid Portfolio before that time.
- Other investments that are not readily marketable at approximately the carrying value in the CSIP Liquid Portfolio.

If the 5% limitation on investing in illiquid securities is adhered to at the time of investment, but later increases beyond 5% resulting from a change in the values of the CSIP Liquid Portfolio's securities or total assets, the CSIP Liquid Portfolio shall then bring the percentage of illiquid investments back into conformity as soon as practicably possible.

The Fund believes that these liquidity requirements are reasonable and appropriate to assure that the securities in which the Liquid Portfolio invests are sufficiently liquid to meet reasonably foreseeable redemptions of shares.

Additional Information

Repurchase Agreements involve the sale of securities to a Portfolio, and the concurrent agreement by the seller to repurchase the securities within a specified period of time at an agreed upon price, thereby establishing the yield during the buyer's holding period. The yield established for the repurchase agreement is determined by current short-term rates and may be more or less than the interest rate on the underlying securities. The securities underlying a repurchase agreement are, in effect, collateral under the agreement. It is each Portfolio's policy to enter into repurchase agreements only with primary dealers in U.S. Government securities or with other counterparties, including the Federal Reserve Bank of New York, whose credit has been reviewed by the Investment Advisor or with commercial banks with assets in excess of \$1 billion. Securities purchased by the Portfolio subject to repurchase agreements are limited to the United States Treasury bills or obligations, participants or other instruments of or guaranteed by the United States or any Federal agency, instrumentality or United States government-sponsored enterprise. The Portfolio requires that, at the time a repurchase agreement is made, the underlying securities have a market value at least equal to 102% of the amount of the purchase price. If an agreement is in effect for more than one day, the Investment Adviser is responsible for monitoring the value of the underlying securities and, in the event their value drops below 102% of the purchase price plus accrued interest, the counterparty is required to provide additional securities or money. All securities underlying repurchase agreements are required to be delivered to the Trust's Custodian or to another custodian agreed to by the Fund and the counterparty. At the expiration of each agreement, the Portfolio receives payment of the principal and interest earned under the agreement as a condition for the return of the underlying securities to the counterparty. If the counterparty fails to pay the agreed upon resale price on the expiration date, the risks to a Portfolio or to an Individual Portfolio in such event may include any decline in the value of the underlying securities to an amount which is less than the repurchase price, any costs of disposing of such securities, and any loss from any delay in foreclosing on such securities.

Dividends

As of 12:00 p.m. Mountain Time on each Business Day, the daily net income (as defined below) of the CSIP Liquid Portfolio is determined and declared as a dividend to Investors of record as of the close of business on that day. Shares purchased as of 12:00 p.m. Mountain Time begin earning income dividends on the date of purchase. Shares redeemed as of 12:00 p.m. Mountain Time each day do not earn income for that day. Earnings for Saturdays, Sundays, and holidays are declared on the previous Business Day, except for month end. Dividends declared are paid monthly on the last Business Day of each month, and are reinvested automatically in additional CSIP Liquid Portfolio shares.

For the purpose of calculating CSIP Liquid Portfolio dividends, net income shall consist of interest earned plus any discount ratably amortized to the date of maturity plus or minus all realized gains and losses on the sale of securities prior to maturity, less ratably amortization of any premium and, for each class in the CSIP Liquid Portfolio, less all accrued expenses of the class, including the fees payable to the Investment Adviser, and others who provide services to the Fund. (See "Fees and Expenses")

Valuation of Shares

The Investment Adviser, on behalf of the Fund, determines the NAV of the shares of the CSIP Liquid Portfolio as of the conclusion of each Business Day. The NAV per share is computed by dividing the total value of the securities and other assets of the CSIP Liquid Portfolio, less any liabilities, by the total outstanding shares of the CSIP Liquid Portfolio. Liabilities include all accrued expenses and fees of the Fund attributable to the CSIP Liquid Portfolio, including fees of the Investment Adviser, and others who provide services to the Fund, which are accrued daily. (See "Fees and Expenses")

For the purposes of calculating the NAV per share of the CSIP Liquid Portfolio, the bylaws of the Fund provide that investments held by the CSIP Liquid Portfolio shall be valued at original cost, plus or minus any amortized discount or premium.

The result of this calculation will be a per share value which is rounded to the nearest penny. Accordingly, the price at which CSIP Liquid Portfolio shares are sold or redeemed will not reflect unrealized gains or losses on CSIP Liquid Portfolio securities which amount to less than \$.005 per share. The CSIP Liquid Portfolio will endeavor to minimize the amount of such gains or losses. However, if unrealized gains or losses were to exceed \$.005 per share, the amortized cost method of verification would not be used and the NAV per share of the CSIP Liquid Portfolio in question would change from \$1.00.

It is a fundamental policy of the CSIP Liquid Portfolios to maintain an NAV of \$1.00 per share, but for the reasons here discussed there can be no assurance that the NAV of the CSIP Liquid Portfolio's shares will not vary from \$1.00 per share. The market value basis NAV per share for the CSIP Liquid Portfolio may be affected by general changes in interest rates resulting

in increases or decreases in the value of securities held by the CSIP Liquid Portfolio. The market value of such securities will tend to vary inversely with changes in prevailing interest rates. Thus, if interest rates rise after a security is purchased, such a security, if sold, might be sold at a price less than its amortized cost. Similarly, if interest rates decline, such a security, if sold, might be sold at a price greater than its amortized cost. If a security is held to maturity, no loss or gain is normally realized as a result of these price fluctuations; however, withdrawals by Investors could require the sale of CSIP Liquid Portfolio securities prior to maturity.

The Investment Adviser and the Trustees will periodically monitor, as they deem appropriate and at such intervals as are reasonable in light of current market conditions, the relationship between the amortized cost value per share and an NAV per share based upon available indications of market value. In the event that the difference between the amortized cost basis NAV per share and market value basis NAV per share exceeds 1/2 of 1 percent, the Investment Adviser and the Trustees will consider what, if any, corrective action should be taken to minimize any material dilution or other unfair results which might arise from differences between the two. This action may include the reduction of the number of outstanding shares by having each Investor proportionately contribute shares to the CSIP Liquid Portfolio's capital, suspension or rescission of dividends, declaration of a special capital distribution, sales of CSIP Liquid Portfolio securities prior to maturity to reduce the average maturity or to realize capital gains or losses, transfers of CSIP Liquid Portfolio securities to a separate account, or redemptions of shares in kind in an effort to maintain the NAV at \$1.00 per share. If the number of outstanding shares is reduced in order to maintain a constant NAV of \$1.00 per share, Investors will contribute proportionately to the CSIP Liquid Portfolio's capital the number of shares that represents the difference between the amortized cost valuation and market valuation of the CSIP Liquid Portfolio. Each Investor will be deemed to have agreed to such contribution by its investment in the CSIP Liquid Portfolio.

To minimize the possible adverse effects of changes in interest rates and to help maintain a stable NAV of \$1.00 per share, the CSIP Liquid Portfolio will maintain a dollar-weighted average maturity of not more than 60 days, a dollar-weighted life (final maturity, adjusted for demand features but not interest rate adjustments) of no more than 120 days, will not purchase any security with a remaining maturity of more than 397 days, except for certain adjustable rate government securities as described under "Permitted Investments" above, and will only invest in securities determined by the Investment Advisor and Trustees to be of high quality with minimal credit risk.

Yield

Current yield information for the CSIP Liquid Portfolio may, from time to time, be quoted in reports, literature and advertisements published by the Fund. The yields quoted by the Fund or any of its representatives should not be considered a representation of the yield of the CSIP Liquid Portfolio in the future, since the yield is not fixed. Actual yields will depend on the type, quality, yield and maturities of securities held by the CSIP Liquid Portfolio, as well as changes in interest rates, market conditions and other factors.

The current yield of the CSIP Liquid Portfolio, which is also known as the current annualized yield or the current seven-day yield, represents the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical account with a balance of one share (normally \$1.00 per share) over a seven-day base period expressed as a percentage of the value of one share at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7.

The Fund may also quote a current effective yield for the CSIP Liquid Portfolio from time to time. The current effective yield represents the current yield compounded to assume reinvestment of dividends. The current effective yield is computed by determining the net change (exclusive of capital changes and income other than investment income), over a seven day period in the value of a hypothetical account with a balance of one share at the beginning of the period, dividing the difference by the value of the account at the beginning of the period to obtain the base period return, then compounding the base period return by adding 1, raising the sum to a power equal to 365 divided by 7, and subtracting 1 from the result. The current effective yield will normally be slightly higher than the current yield because of the compounding effect of the assumed reinvestment.

The Fund also may publish a "monthly distribution yield" on each Investor's month-end account statement. The monthly distribution yield represents the net change in the value of one share (normally \$1.00 per share) resulting from all dividends declared during a month by the CSIP Liquid Portfolio expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

At the request of the Trustees or Investors, the CSIP Liquid Portfolio may also quote the current yield from time to time on bases other than seven days for the information of Investors.

Information Specific to the CSIP Term Portfolio

Maturity

The CSIP Term Portfolio is a fixed-term investment portfolio of the Fund with a maturity of up to one year, depending on the termination date of any particular series within the CSIP Term Portfolio.

Diversification Requirements

The Board of Trustees, in accordance with Colorado Revised Statutes and limitations of applicable rating agency criteria, has authorized that the Term Portfolio will not be subject to the 5% issuer and 50% sector investment limitations.

Dividends

Dividends on shares of a CSIP Term Portfolio series are declared and paid on the termination date of such series, except for dividends on shares redeemed pursuant to a Premature or Planned Early Redemption which will be declared and paid when such shares are redeemed. Dividends will be paid from net income, which will consist of interest earned, plus any discount ratably amortized to the date of maturity, plus associated projected yield and the attributable share of losses on the sale of securities prior to maturity, less ratably amortization of any premium and all accrued expenses of the series.

Dividends on shares which are declared and paid on a Planned Early Redemption Date are equal to the projected yield for such shares to the Planned Early Redemption Date, less any losses affecting projected yield attributable to such shares. Dividends on shares declared and paid on a Premature Redemption Date are equal to the projected yield for such shares to the Premature Redemption Date, less any losses affecting projected yield attributable to such shares. Dividends on shares declared and paid on a termination date of a series are equal to the projected yield for such shares to the termination date, less any losses affecting projected yield attributable to such shares, plus an additional dividend, if any, equal to any excess net income of the series attributable to such shares. Any excess net income of a series on the termination date will be distributed as an additional dividend only to the shares of the series that are outstanding on the termination date of the series, and the excess net income will be allocated on a pro rata basis to all shares then outstanding.

Valuation of Shares

The redemption value per share for a series of CSIP Term will be determined as of 12:00 p.m. Mountain Time on any day when redemptions are made and on termination of the series. The redemption value per share on the termination date of a series is equal to the original purchase price for such share, plus dividends thereon, at the projected yield less such share's allocation of any losses incurred by the series (other than losses resulting from Premature Redemptions of shares of the series). The redemption value per share for shares being redeemed on a Premature Redemption Date is equal to the original price for such share, plus dividends thereon, at the projected yield less such share's allocation of any losses incurred by the series, less a Premature Redemption penalty, if any. The Premature Redemption penalty is described in Part 1 of this document.

The redemption value per share for shares being redeemed on a Planned Early Redemption Date is equal to the original purchase price for such share, plus dividends thereon, at the projected yield less such share's allocation of any losses incurred by the series (other than losses resulting from Premature Redemptions of shares of the series). The Premature Redemption penalty will be calculated by the Investment Adviser and will be equal to (i) all penalty charges, losses and other costs (including, without limitation, interest paid on funds borrowed to pay the redemption) associated with amending, terminating, selling or otherwise affecting any of the investments in the series in order to pay the Premature Redemption plus (ii) an amount sufficient to maintain the projected yield on the remaining shares to the stated termination date for the series or to the Planned Early Redemption Date, as the case may be, less any losses affecting projected yield attributable to such shares. Thus, a Premature Redemption of shares may result in a penalty which could reduce the return and the principal value of the investment in amounts not ascertainable at the time the shares are issued. The redemption value per share could be lower than the purchase price of the share, and the return could be lower than the projected yield quoted at the time of issuance of the share.

Each CSIP Term series provides for a fixed-rate, fixed-term investment by Investors, but the market value of the underlying assets will, prior to their maturity, tend to fluctuate inversely with the direction of interest rates. It is the intent of the CSIP Term Portfolio to manage each of its series in a manner that produces a share price of at least \$1.00 on the termination date for the Investor that redeems on said date.

Yield

The projected yield quoted for any investment in the CSIP Term Portfolio is determined by dividing the expected net income per share for the period from the settlement date to the termination date by the purchase price per share, dividing this result by the actual number of days between the settlement date and the termination date, and multiplying the result by 365.

ADDITIONAL INFORMATION ABOUT THE FUND**For More Information**

We will send each Investor an annual report containing independently audited financial statements for the Portfolios upon completion of the first fiscal year. We also provide monthly account summaries which describe dividends declared and shares purchased through dividend reinvestment. Other individual account information is available upon request.

To buy or sell shares of a Portfolio, make additional deposits, receive free copies of this document or the Portfolio's reports, or for general inquiries, please contact us:

By telephone: 855-274-7468

By mail:

Colorado Statewide Investment Program
PO Box 11813
Harrisburg, PA 17108
Fax: 888-535-0120

On our website: www.csipinvest.com

This Information Statement provides detailed information about the Fund and its policies. Please read it carefully and retain it for future reference. For further information or assistance in investing, please call the toll-free number above or visit the Fund's website.



PFM Asset Management LLC
Investment Adviser and Administrator

One Keystone Plaza, Suite 300
North Front & Market Streets
Harrisburg, Pennsylvania 17101
855-274-7468

Colorado Office

633 17th Street, Suite 2250
Denver, Colorado 80202
303-467-1114

www.csipinvest.com



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 2, 2018
SUBJECT: Adams County Scholarship Fund
FROM: Raymond H. Gonzales, County Manager
AGENCY/DEPARTMENT: County Manager's Office
HEARD AT STUDY SESSION ON January 30, 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves a Memorandum of Understanding between Adams County, Adams County Education Consortium, Adams 14 Education Foundation, School District 27J, Mapleton Education Foundation, Westminster Public Schools Foundation, Strasburg 31J, Adams 12 Five Star Schools and Bennett School District 29J regarding the Adams County Scholarship Fund.

BACKGROUND:

The Adams County Scholarship Fund was established in order to address the needs of low income students facing multiple barriers to completing post-secondary education. Each school district and school district foundation has a unique scholarship program that will help increase post-secondary credential completion and assist students to earn a livable wage.

The scholarship programs are customized to the needs of each school district. This allows each school district to help reduce the attainment gap amongst minority students. The Colorado Opportunity Scholarship Initiative would create a life changing opportunity for the students who receive the scholarships and impact their entire extended family as well as the generations that follow in their footsteps. The purpose of the Memorandum of Understanding is to outline the roles and responsibilities of the partner agencies involved.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Education Consortium
Adams 14 Education Foundation
School District 27J
Mapleton Education Foundation
Westminster Public Schools Foundation
Strasburg 31J
Adams 12 Five Star Schools

ATTACHED DOCUMENTS:

Memorandum of Understanding
Resolution

FISCAL IMPACT:

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

Fund: 1
Cost Center: 9252

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5047		\$425,000
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$425,000</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8810		\$524,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$524,000</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN
ADAMS COUNTY, ADAMS COUNTY EDUCATION CONSORTIUM, ADAMS 14
EDUCATION FOUNDATION, SCHOOL DISTRICT 27J, MAPLETON EDUCATION
FOUNDATION, WESTMINSTER PUBLIC SCHOOLS FOUNDATION, STRASBURG
31J, ADAMS 12 FIVE STAR SCHOOLS AND BENNETT SCHOOL DISTRICT 29J
REGARDING THE ADAMS COUNTY SCHOLARSHIP FUND**

WHEREAS, Adams County, Adams County Education Consortium, Adams 14 Education Foundation, School District 27J, Mapleton Education Foundation, Westminster Public Schools Foundation, Strasburg 31J, Adams 12 Five Star Schools and Bennett School District 29J (the Parties), are in agreement to work together to enhance the opportunity for students within Adams County to enter into post-secondary education; and,

WHEREAS, the Adams County Education Consortium has been awarded a Colorado Opportunity Scholarship Initiative Grant from the State of Colorado Department of Higher Education; and,

WHEREAS, the Parties wish to enter into the attached Memorandum of Understanding which outlines how the grant funds are to be used and distributed between the Parties in order to provide services to the students of Adams County.

WHEREAS, on June 26, 2018, via resolutions, Adams County approved a memorandum of understanding between Adams County, Adams County Education Consortium, Adams 14 Education Foundation, School District 27J, Mapleton Education Foundation, Westminster Public Schools Foundation, Strasburg 31J, Adams 12 Five Star Schools and Bennett School District 29J to work together to enhance the opportunity for students within Adams County to enter into post-secondary education.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Memorandum of Understanding between Adams County, Adams County Education Consortium, Adams 14 Education Foundation, School District 27J, Mapleton Education Foundation, Westminster Public Schools Foundation, Strasburg 31J, Adams 12 Five Star Schools, and Bennett School District 29J, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the attached Memorandum of Understanding replaces and supersedes the June 26, 2018 Memorandum of Understanding.

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

2018 MEMORANDUM OF UNDERSTANDING BETWEEN ADAMS COUNTY, ADAMS COUNTY EDUCATION CONSORTIUM, ADAMS 14 EDUCATION FOUNDATION, SCHOOL DISTRICT 27J, MAPLETON EDUCATION FOUNDATION, WESTMINSTER PUBLIC SCHOOLS FOUNDATION, STRASBURG 31J, ADAMS 12 FIVE STAR SCHOOLS AND BENNETT SCHOOL DISTRICT 29J REGARDING THE ADAMS COUNTY SCHOLARSHIP FUND.

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered this _ day of ____, 2018, between Adams County, located at 4430 S. Adams County Parkway, Brighton, CO 80601; Adams County Education Consortium, located at 1220 Pecos St. #100, Westminster, CO 80234; Adams 14 Education Foundation, located at 5291 E 60th Ave., Commerce City, CO 80022; School District 27J located at 18551 E 160th Ave., Brighton, CO 80601; Mapleton Education Foundation located at 9291 Clayton St., Thornton, CO 80229; Westminster Public Schools Foundation, located at 7002 Raleigh St., Westminister, CO 80030; Strasburg 31J, located at 56729 E. Colorado Ave., Strasburg, CO 80136; Adams 12 Five Star Schools, located at 1500 E. 128th Ave., Thornton, CO 80241; and Bennett School District 29J, located at 610 7th Street, Bennett, CO 80102.

WHEREAS, Adams County, the Adams County Education Consortium and the school districts wish to enhance the opportunity for students within Adams County to enter into post-secondary education; and,

WHEREAS, Adams County has selected the Adams County Education Consortium to be the fiscal agent responsible for the Colorado Opportunity Scholarship Initiative grant; and,

WHEREAS, in its capacity as fiscal agent for Adams County, the Adams County Education Consortium submitted an application for the State of Colorado’s, Department of Higher Education, Colorado Opportunity Scholarship Initiative grant (“Grant”); and,

WHEREAS, Adams County Education Consortium was awarded \$1,048,016.00 to disperse between Adams 14 Education Foundation, 27J Education Foundation, Mapleton Education Foundation, Westminister Public Schools Foundation, Strasburg 31J, Adams 12 Five Star Schools and Bennett School District 29J, in accordance with the funding allocation set forth by the Grant.

NOW, THEREFORE, the parties mutually agree as follows:

1. The Adams County Education Consortium shall continue to act as the applicant and fiscal agent for the funds received pursuant to the Grant and shall be solely responsible for complying with all state requirements in administering the Grant funds.
2. The Adams County Education Consortium allotment under the Grant is \$26,200.40 to be used to administer the Grant program between Adams 14 Education Foundation, 27J Education Foundation, Mapleton Education Foundation, Westminister Public Schools Foundation, Strasburg 31J, Adams 12 Five Star Schools and Bennett 29J.
3. The Adams County Education Consortium will be required to have sub-grantee agreements with the following sub-grantees for the amounts stated below:

- a. Adams 14 Education Foundation allotment under the Grant is \$151,048.92 to be used for the Adams County Scholarship Fund.
 - b. School District 27J allotment under the Grant is \$154,658.80 to be used for the Adams County Scholarship Fund.
 - c. Mapleton Education Foundation allotment under the Grant is \$120,067.34 to be used for the Adams County Scholarship Fund.
 - d. Westminster Public Schools Foundation allotment under the Grant is \$161,567.09 to be used for the Adams County Scholarship Fund.
 - e. Strasburg 31J allotment under the Grant is \$9,874.84 to be used for the Adams County Scholarship Fund.
 - f. Adams 12 Five Star Schools allotment under the Grant is \$415,641.37 to be used for the Adams County Scholarship Fund.
 - g. Bennett 29J allotment under the Grant is \$8,957.24 to be used for the Adams County Scholarship Fund.
4. Grant Funds must only be used for Colorado students whose income is determined to be between 0 and 250% of the maximum permissible income for the purpose of determining eligibility for Pell grants and participate in a rigor-based student success program.
 5. Grant Funds may only be used for students attending Colorado public institutions of higher education.
 6. The Adams County Education Consortium shall ensure that funded projects maintain appropriate fiscal and program records and that fiscal audits of this program will be conducted by the Grantee as a part of its regular audits.
 7. The Sub-grantees will comply with any applicable state and federal rules and regulations governing the distribution of scholarships.
 8. The term of this MOU shall be for the entire term of the Grant award period, which lasts until the grant funding has been spent.
 9. In providing services under this MOU, the Adams County Education Consortium acts as an independent contractor and not as an employee of Adams County. The Consortium shall be solely and entirely responsible for its acts and the acts of its employees, agents, servants, and subcontractors during the term and performance of this MOU. No employee, agent, servant, or subcontractor of the Consortium shall be deemed to be an employee, agent, or servant of Adams County because of the performance of any services or work under this MOU. The Consortium, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Consortium understands that it and its employees and servants are not entitled to workers' compensation benefits from Adams County. The Consortium further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this MOU.**
 10. This MOU pertains to the 2018 Adams County Scholarship Fund and does not modify prior MOUs the parties have executed regarding this scholarship program.

IN WITNESS WHEREOF, the parties have executed the within MOU as of the date appearing at the beginning of this MOU.

ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS

Chairman

Approved to Form:

Adams County Attorney's Office

ADAMS COUNTY EDUCATION CONSORTIUM

Charles M. [Signature]

Executive Director

ADAMS 14 EDUCATION FOUNDATION

~~*[Signature]*~~
Dale M. Mungilton

Executive Director

SCHOOL DISTRICT 27J

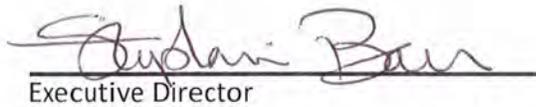
[Signature]

Superintendent

MAPLETON EDUCATION FOUNDATION


Executive Director

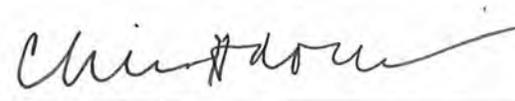
WESTMINSTER PUBLIC SCHOOLS FOUNDATION


Executive Director

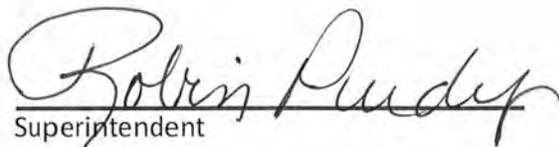
STRASBURG 31J


Superintendent

ADAMS 12 FIVE STAR SCHOOLS


Superintendent

BENNETT 29J


Superintendent



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 2, 2018
SUBJECT: Adams County Education Consortium (ACEC) Contract
FROM: Raymond H. Gonzales, County Manager
AGENCY/DEPARTMENT: County Manager's Office
HEARD AT STUDY SESSION ON January 30, 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves an agreement between Adams County and Adams County Education Consortium for Professional Services.

BACKGROUND:

The Adams County Scholarship Fund was established in order to address the needs of low-income students facing multiple barriers to completing post-secondary education. Each school district and school district foundation has a unique scholarship program that will help increase post-secondary credential completion and assist students to earn a livable wage.

The scholarship programs are customized to the needs of each school district. This allows each school district to help reduce the attainment gap amongst minority students. The Colorado Opportunity Scholarship Initiative (COSI) would create a life changing opportunity for the students who receive the scholarships and impact their entire extended family as well as the generations that follow in their footsteps.

The Board of Adams County Commissioners identified Adams County Education Consortium (ACEC) as the Fiscal Agent. ACEC will be responsible for administering the Adams County Scholarship Fund and the COSI grant by working with the seven (7) school districts in Adams County. ACEC will follow the guidelines outlined in the COSI grant and provide scholarship opportunities to eligible Adams County graduates.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Education Consortium

ATTACHED DOCUMENTS:

Resolution
Professional Services Agreement

FISCAL IMPACT:

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

Fund: 1
Cost Center: 9252

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5047		\$425,000
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$524,000</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8810		\$524,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$524,000</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND
ADAMS COUNTY EDUCATION CONSORTIUM FOR PROFESSIONAL SERVICES

WHEREAS, Adams County is seeking professional services to support and develop the Adams County Scholarship Fund through the Colorado Opportunity Scholarship Initiative to provide scholarships to low-income students, promote student support services, graduate students with less debt, and provide a livable wage to students entering the workforce; and,

WHEREAS, Adams County Education Consortium agrees to provide these services to the County in the amount not to exceed \$524,008.00; and,

WHEREAS, on June 26, 2018, via resolution, Adams County approved a professional service agreement to support and develop the Adams County Scholarship Fund through the Colorado Opportunity Scholarship Initiative to provide scholarships to low-income students, promote student support services, graduate students with less debt, and provide a livable wage to students entering the workforce.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement between Adams County and Adams County Education Consortium for Professional Services, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

BE IT FURTHER RESOLVED, that the attached professional service agreement replaces and supersedes the June 26, 2018 professional service agreement.

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

2018 AGREEMENT BETWEEN ADAMS COUNTY AND THE ADAMS COUNTY EDUCATION CONSORTIUM FOR PROFESSIONAL SERVICES

This AGREEMENT is made and entered into as of this ____ day of _____, 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and the Adams County Education Consortium, located 12200 Pecos Street, Suite 100, Westminster, CO 80234, hereinafter referred to as "ACEC". The County and ACEC may be collectively referred to herein as the "Parties". The County and ACEC for the consideration herein set forth, agree as follows:

1. SERVICES OF ACEC

- 1.1 ACEC shall provide services to the County in the support and development of the Adams County Scholarship Fund through the Colorado Opportunity Scholarship Initiative. The services provided by ACEC shall include the following:
- 1.2 ACEC will act as the fiscal agent for the County to administer the Colorado Opportunity Scholarship Initiative Grant.
- 1.3 ACEC will be solely responsible for complying with all state requirements in administering the grant.
 - 1.3.1 Funds must only be used for Colorado students whose income is determined to be between 0 and 250% of the maximum permissible income for the purpose of determining eligibility for Pell grants and participate in a rigor-based student success program.
 - 1.3.2 Funds may only be used for students attending Colorado public institutions of higher education.
 - 1.3.3 Funds may only be used for Colorado residents.
 - 1.3.4 ACEC shall ensure that funded projects maintain appropriate fiscal and program records and that fiscal audit of this program will be conducted by the ACEC as a part of its regular audits.
 - 1.3.5 ACEC will comply with any applicable state and federal rules and regulations governing the distribution of scholarships.

2. RESPONSIBILITIES OF THE COUNTY

- 2.1 The County shall cooperate with ACEC to provide information as necessary or requested by ACEC to enable ACEC's performance under this agreement. The Deputy County Manager of External Services shall serve as the primary liaison to ACEC.

3. TERM

- 3.1 Term of agreement: The services to be performed by ACEC under this Agreement shall be commenced on the __ of __ 2018 and shall be terminated on the __ of __ 2022, inclusive, unless previously terminated by either party pursuant to the provisions in Section 9. This Agreement pertains to the 2018 Adams County Scholarship Program and does not modify prior Agreements the parties have executed regarding this scholarship program.

4. PAYMENT AND FEE SCHEDULE

- 4.1 Payment and Fee Schedule: The County shall pay ACEC a total of Five Hundred Twenty-four thousand and eight dollars (\$524,008), of which twenty six thousand two hundred dollars and forty cents (\$26,200.40) will be used for the administrative costs associated with managing the grant. The remaining balance of four hundred ninety seven thousand eight hundred and seven dollars and sixty cents (\$497,807.60) will be used to award two-to-four (2-4) years scholarships.
- 4.2 Payment for the entire \$524,008 shall be made by County within thirty days of County receiving an invoice from ACEC.

- 4.3 The consideration set forth in Paragraph 4.1, above, shall constitute the total consideration paid by the County to ACEC for services provided and the expenditures incurred by ACEC in the performance of this Agreement.
- 4.4 If at any time this Agreement is terminated by either party pursuant to the provisions of Article 9 hereof, any unspent funds shall be returned to the County within ten (10) days of said termination.
- 4.5 ACEC acknowledges and agrees that any monies not encumbered or benefits not used in the direct furtherance of the purposes of this Agreement at the end of the term set forth shall no longer be available to ACEC except by further written agreement. Unless a subsequent agreement with the County is reached, any County funds not used in the furtherance of this Agreement shall be returned to the County on or before sixty (60) days after the expiration of this Agreement.
5. **INDEPENDENT CONTRACTOR** In providing services under this Agreement, ACEC acts as an independent contractor and not as an employee of the County. ACEC shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of ACEC shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. **ACEC, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, ACEC understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. ACEC further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**
6. **NONDISCRIMINATION:**
- 6.1 ACEC shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. ACEC agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.
- 6.1.1 ACEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
7. **INDEMNIFICATION:** ACEC agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the ACEC's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
8. **INSURANCE:** ACEC agrees to maintain insurance of the following types and amounts:
- 8.1 **Commercial General Liability Insurance:** to include products liability, completed operations,

- contractual, broad form property damage and personal injury.
- i. Each Occurrence: \$1,000,000
- ii. General Aggregate: \$2,000,000

8.2 Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1 Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2 Personal Injury Protection: Per Colorado Statutes

8.3 Workers' Compensation Insurance: Per Colorado Statutes

8.4 Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1 Each Occurrence: \$1,000,000

8.4.2 This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5 Adams County as "Additional Insured": ACEC's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1 Underwriters shall have no right of recovery or subrogation against the County, 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 resulting from the actions or negligence of ACEC.

8.5.2 The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3 Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of ACEC.

8.6 Licensed Insurers: All insurers of ACEC must be licensed or approved to do business in the State of Colorado. Upon failure of ACEC to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of ACEC in obtaining and/or maintaining any required insurance shall not relieve ACEC from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of ACEC concerning indemnification.

8.7 Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8 Proof of Insurance: At any time during the term of this Agreement, the County may require ACEC to provide proof of the insurance coverage or policies required under this Agreement.

9 TERMINATION:

9.1 For Cause: If, through any cause, ACEC fails to fulfill its obligations under this Agreement in a timely and proper manner, or if ACEC violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to ACEC of such termination and specifying the effective date thereof.

9.2 For Convenience: The County 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 thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, ACEC will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services ACEC was to perform under this Agreement, less payments previously made to ACEC under this Agreement.

10 MUTUAL UNDERSTANDINGS:

10.1 Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be in Adams County, Colorado.

10.2 Compliance with Laws: During the performance of this Agreement, ACEC agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. ACEC warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, *et seq.*, C.R.S. Without limiting the generality of the foregoing, ACEC expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

10.3 OSHA: ACEC shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

10.4 Record Retention: ACEC shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

10.5 Assign Ability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by ACEC without the prior written consent of the County.

10.6 Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

10.7 **Force Majeure:** Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

10.8 **Notice:** Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County
Contact: Raymond H. Gonzales
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton CO 80601
Phone: 720-523-6829
E-mail: rgonzales@adcogov.org

Department: Adams County Purchasing
Contact: Kim Roland
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6057
E-mail: kroland@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6116
E-mail: hmillier@adcogov.org

Contractor: Adams County Education Consortium
Contact: Chuck Gross
Address: 12200 Pecos Street, Suite 100
City, State, Zip: Westminster, CO 80234
Phone: 303-453-8515
E-mail: cgross@adamscountyed.com

10.9 **Integration of Understanding:** This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

10.10 **Severability:** If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

10.11 Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

11 **COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, ACEC shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

11.1 ACEC shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

11.2 ACEC shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

11.3 ACEC shall not enter into a contract with a subcontractor that fails to certify to ACEC that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

11.4 At the time of signing this public contract for services, ACEC has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

11.5 ACEC shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

11.6 If ACEC obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, ACEC shall: notify the subcontractor and the County within three (3) days that ACEC has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that ACEC shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

11.7 ACEC shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 2, 2018
SUBJECT: Colorado Opportunity Scholarship Initiative Grant – 2018/2022
FROM: Raymond H. Gonzales, County Manger
AGENCY/DEPARTMENT: County Manager's Office
HEARD AT STUDY SESSION ON January 30, 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves a resolution entering into a grant agreement between Colorado Department of Higher Education and Adams County Education Consortium for the purpose of providing Adams County High School graduates with multi-year scholarship opportunities for students entering post-secondary education.

BACKGROUND:

The Colorado Opportunity Scholarship Initiative (COSI) is a program administered by the Department of Higher Education encouraging local governments and communities to increase the amount of funding to leverage more scholarship opportunities to postsecondary students within Colorado. Adams County has received an allocation of \$524,008 to provide scholarships to eligible students. This funding requires a 1:1 match. Adams County is utilizing the voter-approved tax on retail marijuana and retail marijuana products passed in the 2014 election.

The Adams County Scholarship Fund was established in order to address the needs of low income students facing multiple barriers to completing post-secondary education. Each school district and school district foundation has a unique scholarship program that will help increase post-secondary credential completion and assist students to earn a livable wage.

Adams County partnered with Adams County Education Consortium a 501(c)(3) to be the fiscal agent of the Adams County Scholarship Fund. The scholarship programs are customized to the needs of each school district. This allows each school district to help reduce the attainment gap amongst minority students. The Colorado Opportunity Scholarship Initiative would create a life changing opportunity for the students who receive the scholarships and impact their entire extended family as well as the generations that follow in their footsteps.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Colorado Department of Higher Education
Adams County Education Consortium

ATTACHED DOCUMENTS:

Resolution
Grant Agreement

FISCAL IMPACT:

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

Fund: 1
Cost Center: 9252

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5047		\$425,000
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$425,000</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8810		\$524,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$524,000</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING GRANT AGREEMENT AMONG THE COLORADO
DEPARTMENT OF HIGHER EDUCATION, ADAMS COUNTY, AND THE ADAMS
COUNTY EDUCATION CONSORTIUM FOR THE PURPOSE OF PROVIDING ADAMS
COUNTY HIGH SCHOOL GRADUATES WITH MULTI-YEAR SCHOLARSHIP
OPPORTUNITIES FOR STUDENTS ENTERING POST-SECONDARY EDUCATION IN
2018-2022

WHEREAS, the Colorado Department of Higher Education has established the Colorado Opportunity Scholarship Initiative to provide greater availability of scholarship dollars for Colorado students who meet the qualifications; and,

WHEREAS, Adams County established the Adams County Scholarship Fund in order to provide scholarship funding for high school graduates entering into post-secondary education; and,

WHEREAS, the Adams County Education Consortium will serve as the fiscal agent for the Adams County Scholarship Fund and will partner with Adams County schools, districts, and foundations; and,

WHEREAS, by means of the attached Grant Agreement the parties wish to set forth their respective rights and obligations.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Grant Agreement among the Colorado Department of Higher Education, Adams County, and the Adams County Education Consortium, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

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

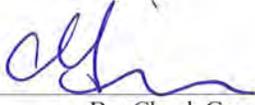
STATE OF COLORADO GRANT AGREEMENT

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Higher Education on behalf of the Colorado Opportunity Scholarship Initiative	Agreement Number CORE ID: COSI Matching Student Scholarship (MSS) grant 2018										
Grantee Adams County Education Consortium (ACEC)	Agreement Performance Beginning Date The Effective Date										
County or Third Party Adams County	Initial Agreement Expiration Date June 30, 2018										
Agreement Maximum Amount Initial Term	Fund Expenditure End Date June 30, 2022										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">State Fiscal Year 2019</td> <td style="width: 40%; text-align: right;">\$131,002.00</td> </tr> <tr> <td>State Fiscal Year 2020</td> <td style="text-align: right;">\$131,002.00</td> </tr> <tr> <td>State Fiscal Year 2021</td> <td style="text-align: right;">\$131,002.00</td> </tr> <tr> <td>State Fiscal Year 2022</td> <td style="text-align: right;">\$131,002.00</td> </tr> <tr> <td>Total for All State Fiscal Years</td> <td style="text-align: right;">\$524,008.00</td> </tr> </table>	State Fiscal Year 2019	\$131,002.00	State Fiscal Year 2020	\$131,002.00	State Fiscal Year 2021	\$131,002.00	State Fiscal Year 2022	\$131,002.00	Total for All State Fiscal Years	\$524,008.00	Report Deadlines June 30, 2019 June 30, 2020 June 30, 2021 June 30, 2022
State Fiscal Year 2019	\$131,002.00										
State Fiscal Year 2020	\$131,002.00										
State Fiscal Year 2021	\$131,002.00										
State Fiscal Year 2022	\$131,002.00										
Total for All State Fiscal Years	\$524,008.00										

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

<p style="text-align: center;">GRANTEE</p> <p style="text-align: center;">Adams County Education Consortium (ACEC) on behalf of Adams County</p> <div style="text-align: center; margin-top: 20px;">  _____ By: Chuck Gross, Executive Director </div> <div style="text-align: center; margin-top: 10px;"> Date: <u>9/17/18</u> </div>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">John W. Hickenlooper, Governor Department of Higher Education Colorado Opportunity Scholarship Initiative Dan Baer, Executive Director</p> <div style="text-align: center; margin-top: 20px;"> _____ By: Dan Baer, Executive Director </div> <div style="text-align: center; margin-top: 10px;"> Date: _____ </div>
<p style="text-align: center;">COUNTY</p> <p style="text-align: center;">Adams County</p> <div style="text-align: center; margin-top: 20px;"> _____ By: Mary Hodge, Chair, Board of County Commissioner </div> <div style="text-align: center; margin-top: 10px;"> Date: _____ </div>	
In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.	
<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <div style="text-align: center; margin-top: 20px;"> _____ By: </div> <p style="text-align: center;">Richard Maestas, Chief Financial Officer and State Controller Delegate, Colorado Department of Higher Education</p>	

OR

Trisha Esquibel, Director of Accounting and Financial Services and State Controller Delegate, Colorado Department of Higher Education

Effective Date:

TABLE OF CONTENTS

	SIGNATURE AND COVER PAGE	1
1.	PARTIES	3
2.	TERM AND EFFECTIVE DATE	3
3.	AUTHORITY	4
4.	PURPOSE	5
5.	DEFINITIONS	6
6.	STATEMENT OF WORK	8
7.	PAYMENTS TO GRANTEE	8
8.	REPORTING - NOTIFICATION	9
9.	GRANTEE RECORDS	10
10.	CONFIDENTIAL INFORMATION-STATE RECORDS	10
11.	CONFLICTS OF INTEREST	11
12.	INSURANCE	12
13.	BREACH	13
14.	REMEDIES	14
15.	DISPUTE RESOLUTION	16
16.	NOTICES AND REPRESENTATIVES	16
17.	GOVERNMENTAL IMMUNITY	17
18.	STATEWIDE CONTRACT MANAGEMENT SYSTEM	17
19.	GENERAL PROVISIONS	17
20.	COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)	20
	EXHIBIT A, STATEMENT OF WORK	1
	EXHIBIT B, ANNUAL BUDGET	1
	EXHIBIT C, GRANTEE REPORT	1
	EXHIBIT D, COMMITMENT LETTER	1

1. PARTIES

This Agreement is entered into by and among Grantee named on the Signature and Cover Page for this Agreement (the “Grantee”), County (the “County”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CDHE”). Grantee, County, and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, or after the Fund Expenditure End Date.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Signature and Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Signature and Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of 1 year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee.

D. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by §14.A.i.

i. Method and Content

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

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §14.A.i.a.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

3. AUTHORITY

Authority to enter into this Agreement exists in §23-3.3-1001, C.R.S. *et seq.*, and funds have been budgeted, appropriated and otherwise made available pursuant to §23-3.3-1005, C.R.S., and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

4. PURPOSE

Matching Student Scholarship Grants (MSS Grants) are designed to increase the amount of scholarship giving available for postsecondary students in Colorado. Allocations are made according to the population of high school seniors eligible for Free and Reduced Lunch (FRL) for counties and the population of Pell eligible students for institutions of higher education. The multi-year grants are distributed to eligible counties, institutions of higher education and community workforce programs to. Leveraging \$7 million annually, the initiative partners with these local programs, matching new scholarship dollars 1:1.

MSS Grants provide funding for tuition assistance - defined as financial assistance to an eligible student of an eligible institution, including such financial assistance as is necessary to pay the costs of tuition, fees, books, housing, food, and transportation – for students whose household incomes are determined to be between 0 and 100% or between 100 and 250% of the maximum permissible income for the purpose of determining eligibility for PELL grants; are in a rigor-based student success program; are classified as Colorado residents for tuition purposes; and are attending public vocational schools, community colleges, four-year institutions of higher education, and research institutions in Colorado.

The State issued a Request for Proposal (the “RFP”) in August 2018 and the Grantee was selected as a grant recipient based upon its response to the RFP. The County is a grant recipient in the County-based category of matching student scholarship grants. Per the County’s response to the initiative’s request for proposal for matching student scholarship grants, herein incorporated by reference, the County has designated Grantee to receive and administer Grant Funds designated to provide student tuition assistance in the county. CDHE, the County, and Grantee agree that (i) Grantee will receive and administer such Grant Funds in accordance with all requirements of 8 CCR 1504-9, (ii) Grantee will provide those Services described in **Exhibit A**, the Statement of Work, (iii) County will provide matching funds in an amount equivalent to the amount provided by the State, up to the maximum amount set forth in **§7.A**, and (iv) Grantee will timely provide proof of matching funds prior to disbursement of funds by the State using the commitment letter, attached as **Exhibit D**.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Agreement**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. “**Budget**” means the budget for the Work described in Exhibit A.
- C. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- D. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- E. “**Effective Date**” means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- F. “**Endowment Matching Funds**” means Endowment Model scholarship funds raised by Grantee to satisfy the 1:1 match required by 8 CCR 1504-9 §2.04 to receive the Grant Funds. Endowment Matching Funds shall be endowed funds, as approved by the Board, that Grantee raises for the specific purpose of the 1:1 matching contribution requirement of a Matching Student Scholarship Grant and may include funds raised by Grantee for creation of a new endowment or additional contributions to an existing endowment.
- G. “**End of Term Extension**” means the time period defined in §2.C.
- H. “**Exhibits**” means the following exhibits attached to this Agreement:
 - i. **Exhibit A**, Statement of Work.
 - ii. **Exhibit B**, Annual Budget.
 - iii. **Exhibit C**, Grantee Report.
- I. “**Extension Term**” means the time period defined in §2.C
- J. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- K. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- L. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 *et. seq.* C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- M. “**Initial Term**” means the time period defined in §2.B

- N. “**Matching Funds**” means the scholarship funds raised by Grantee to satisfy the 1:1 match required by 8 CCR 1504-9 §2.04 to receive Matching Student Scholarship Grant Funds. Qualifying funds shall be funds that are raised or designated by Grantee for the specific purpose of the 1:1 matching contribution requirement of this Grant and funds that were not previously directly or indirectly used to support existing scholarships.
- O. “**Party**” means the State or Grantee, and “**Parties**” means the State and Grantee.
- P. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501, C.R.S.
- Q. “**Program**” means the Colorado Opportunity Scholarship Initiative grant program that provides the funding for this Grant.
- R. “**Services**” means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- S. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to the CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure by Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- T. “**State Fiscal Rules**” means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- U. “**State Fiscal Year**” means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of grant funds.
- X. “**Work**” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Agreement and **Exhibit A**, including the performance of the Services and delivery of the Goods.

- Y. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Signature and Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit B.
- b. Grantee shall submit proof of funds by submitting Exhibit D to the State in order to initiate payment requests.
- c. The State shall pay each invoice as soon as possible following the State’s receipt of proof of funds.

ii. Interest

Amounts not paid by the State within 45 days of the State’s acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day’s interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.D**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. Matching Funds.

Grantee shall provide Matching Funds as provided in **§7.A**. and Exhibits A and B. Grantee shall have raised the full amount of Matching Funds prior to the dates outlined in Exhibit B and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit B has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee.

8. REPORTING - NOTIFICATION

A. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §16.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of State criminal law involving fraud, bribery, or gratuity violations. The State Awarding Agency may impose any penalties for noncompliance, which may include, without limitation, suspension or debarment.

9. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State. The State may notify Grantee in writing that the Record Retention Period shall be extended.

B. Inspection

Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in Writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

D. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §16 within 7 days of Grantee's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

H. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within 7 Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within 7 Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §13.B., shall have all of the remedies listed in this §14.A. in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.D.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Contractor; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §13.B and the dispute resolution process in §15 shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of CCHE as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party’s principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §16 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For State:

Shelley Banker
Director, Colorado Opportunity Scholarship Initiative

Colorado Department of Higher Education
1600 Broadway Street, Suite 2200
Denver, CO 80202
Shelley.banker@dhe.state.co.us

For Grantee:

Chuck Gross
Executive Director
Adams County Education Consortium (ACEC)
12200 N. Pecos Street. #100

Westminster, CO 80234
cgross@adamscountyed.com

For County:

Mary Hodge
Chair, Board of County Commissioners
Adams County
4430 S. Adams County Parkway
Brighton, CO, 80601
mhodge@adcogov.org

17. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.*, C.R.S.

18. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §18 shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

19. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State.

C. Binding Effect

Except as otherwise provided in §19.A., all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Jurisdiction and Venue

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

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any Exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions in **§20.** of the main body of this Agreement.
- ii. The provisions of the other sections of the main body of this Agreement.
- iii. Exhibit A, Statement of Work.
- iv. Exhibit B, Budget.
- v. Exhibit C, Grantee Report.
- vi. Exhibit D, Commitment Letter.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §19.A., this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties, except that the County shall be a third-party beneficiary of this Agreement. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Indemnification

i. General Indemnification

Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Grantee in violation of §10 may be cause for legal action by third parties against Grantee, the State, or their respective agents. Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Grantee, or its employees, agents, assigns, or Subcontractors in violation of §10.

20. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)

These Special Provisions apply to all contracts except where noted in italics.

A. CONTROLLER'S APPROVAL. §24-30-202(1), C.R.S.

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

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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

C. GOVERNMENTAL IMMUNITY.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW.

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

G. BINDING ARBITRATION PROHIBITED.

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

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

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

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

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

J. VENDOR OFFSET. §§24-30-202(1) and 24-30-202.4, C.R.S.

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

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee (i) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency within 3 days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101 *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Agreement.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT A, STATEMENT OF WORK

1. GRANTEE GOALS AND OBJECTIVES

1.1 Grantee Goals:

With the combined total of \$1,048,016.00 in State allocation from COSI and matching funds, Grantee will use these funds to award eligible students as described below. Grantee will use 2.5% of the total amount of funds, \$26,200.40, for administration support.

Objective 1: Scholarships Adams County Scholarship Fund (ACSF) will be administered by Adams County Education Consortium (ACEC) through Adams 14 Education Foundation, 27J Education Foundation, Mapleton Education Foundation, Westminster Public Schools Foundation, Strasburg School District 31J, Bennett School District 29J, and Adams 12 Five Star Schools. Each School District and School District Foundation will be responsible for awarding Adams County eligible graduates the scholarships as part of this award.

Each school district and school district foundation has a customized scholarship program and will serve approximately **61** students. Multiple year scholarships for tuition assistance will be awarded to each student totaling an award of approximately \$5,000 - \$20,000 per student. The scholarship will be used to pay the cost of tuition, fees, books, housing, food, and transportation.

Westminster Public Schools Foundation will use a portion of their allocation to support the concurrent enrollment programs such as Project Lead the Way.

Adams County has identified ACEC as the fiscal agent and administrative partner to administer the Adams County Scholarship Fund. ACEC has established a Memorandum of Understanding to formalize the partnership between all parties involved in the Adams County Scholarship Fund. In addition, ACEC also established a grant agreement outlining the program requirements for the project financing and to ensure the allowable use of funds.

ACEC will utilize the 2.5% allowable administrative cost to oversee the Adams County Scholarship Fund. ACEC will distribute the funds based on the free and reduced lunch criteria set forth in the allocation formula. The following outlines the disbursements to each sub-grantee.

- Adams County Education Consortium:

\$26,200.40

- Adams 14 Education Foundation:

\$151,048.92

- 27J Education Foundation:

\$154,658.80

- Mapleton Education Foundation:

\$120,067.34

- Westminster Public Schools Foundation:

\$161,567.09

- Strasburg 31J:

\$9,874.84

- Bennett 29J:

\$8,957.24

- Adams 12 Five Star Schools:

\$415,641.37

Adams 14 Education Foundation

Adams 14 Education Foundation intends to award up to ten scholarships in the amount of \$14,000, payable annually in the amount of \$3,500 for up to a 4-year period contingent upon continued success and enrollment in a Colorado Public Institution.

27J Education Foundation

The 27J Education Foundation plans to identify ten students who are the first in their families to pursue post-secondary education and award scholarships based upon academic merit and financial need. The ten scholarships would be in the amount of \$15,465.88, payable annually in the amount \$3,866.47 for up to a 4-year period contingent upon continued success and enrollment post-secondary education.

Mapleton Education Foundation

Mapleton Education Foundation intends to award 3 scholarships in the amount of \$20,000, payable annually in the amount of \$5,000 for up to a 4-year period and 6 scholarships in the amount of \$10,000, payable in the amount of \$2,500 for up to a 4-year period and contingent upon continued success and enrollment in a Colorado Public Institution.

Westminster Public Schools Foundation

The Westminster Public Schools Foundation will award six (6) four-year scholarships at \$20,000 each (\$120,000 total). Awards will be announced in April 2017 and tuition payments will made each semester for the next four years.

The remaining funds (\$41,567) will support concurrent enrollment programs such as Project Lead the Way. These funds will NOT supplant District contracts and payments. Funds will be awarded to students who are taking college level course work to earn college credit.

Strasburg 31J

Strasburg 31J intends to award two scholarships in the amount of \$4,937, payable annually in the amount of \$2,375 for up to a 4-year period contingent upon continued success and enrollment in a Colorado Public Institution.

Adams 12 Five Star Schools

Adams 12 Five Star School District will offer 20 scholarships of \$5,250 per year for four years.

Bennett 29J

Bennett 29J intends to award one scholarships in the amount of \$8,000, payable annually in the amount of \$2,000 for up to a 4-year period contingent upon continued success and enrollment in a Colorado Public Institution.

Objective 2: Student Support

ACEC's Post-Secondary Success Coordinator will use best practices and curriculum to help scholarship recipients of the ACSF. The Post-Secondary Success Coordinator's role is to help students manage the various financial, academic and even emotional issues they may encounter throughout college in an efficient and effective manner, so the students can graduate on time and with a major suitable to their career aspirations.

Each school district and school district foundation will be required to incorporate a student support system to ensure a successful retention outcome and the completion of their post-secondary education credentials.

Objective 3: Fundraising The Adams County Board of County Commissioners" will provide matching funds equal to \$524,008.00.

2. GRANTEE IMPLEMENTATION PLAN**2.1 Timeline**

Scholarship awards will be dispersed for fall, spring and summer, if needed, semesters during the 2018-19 academic year. This will be the same for each academic year till the end of the grant in 2022.

3. ASSURANCES

Grantee agrees to the following Assurances:

1. Grantee will annually provide CDHE and the County with evaluation information required by Exhibit C.
2. Grantee will work with and provide requested data to CDHE for the Colorado Opportunity Scholarship Initiative Matching Student Scholarship Grant within the time frames specified in the Data Use Agreement between Grantee and State, to be executed simultaneously with this Grant.
3. During year one, a mandatory one-day review of grant goals will be required for grant managers.
4. Grantee will not discriminate against any student with regard to race, gender, national origin, color, disability, or age.
5. Grantee will provide proof of matching funds provided by the County as outlined in Exhibit D.
6. Grant Funds will be used to provide tuition assistance dollars as defined in this Grant and Grant Funds will be administered by the appropriate fiscal agent.
7. Funded projects will maintain appropriate fiscal and program records and fiscal audits of this program will be conducted by the Grantee as a part of its regular audits.
8. If any findings of misuse of these Grant Funds are discovered, Grant Funds will be returned to CDHE.
9. Grantee will maintain sole responsibility for the project even though Subgrantees may be used to perform certain services.
10. Grantee will comply with any applicable state and federal rules and regulations governing the distribution of scholarships, including all requirements imposed by 8 CCR 1504-9.

11. Grantee will distribute Grant Funds only to Colorado students whose income is determined to be between 0 and 100% or between 100 and 250% of the maximum permissible income for the purpose of determining eligibility for PELL grants. Grantee agrees that, to the extent possible, scholarships will be evenly distributed between students who are eligible for federal PELL grants and students whose household incomes are determined to be between 100 and 250% of the maximum permissible income for the purpose of determining eligibility for PELL grants.
12. Grantee agrees to consider the following criteria when determining a student applicant's eligibility to receive tuition assistance: courses of study, commitment to academic achievement, work experience, community involvement, and extracurricular activities.
13. Designated staff members will attend two, one-day leadership and best-practices symposia during each calendar year of the grant cycle.
14. Project modifications and changes in the approved budget must be requested in writing and be approved in writing by CDHE **before** modifications are made to the expenditures. Grantee must contact Shelley Banker (shelley.banker@dhe.state.co.us, 303-974-2673) prior to making any modifications to the approved budget.

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EXHIBIT B, BUDGET

EXHIBIT B – BUDGET

Summary of Budget for FY 18-19, 19-20, 20-21, 21-22	
Cohort 1 - 61 multi-year scholarships totaling an award of approximately \$5,000 - \$20,000	\$1,021,815.60
Administrative fees equal to 2.5% of the grant, allowable in the Request for Proposals for county-based grants.	\$26,200.40

The State will disburse Grant Funds to Grantee according to the invoice schedule below. The invoice schedule is contingent on the Grantee’s ability to raise 1:1 matching funds for the purpose of this Grant. Payments from the State per the invoice schedule will not be administered until proof of funds (using the template attached as **Exhibit D**) has been received. The invoice schedule shall first outline the use of matching funds, prior to the distribution of state funds for the benefit of individual students receiving scholarships. The Grant start date will be the effective date. The Grant termination date will be June 30, 2022. The State intends to administer one (1) payment in FY 2018-2019, one (1) payment in FY 2019-2020, one (1) payment in FY 2020-2021, and one (1) payment in FY 2021-2022.

Proposed Invoice Schedule				
Month	Year	CDHE Amount	Match Amount	Source
JUL	2018		\$497,807.60	Grantee Match
JUL	2018		\$26,200.40	Grantee Match – Administration Fee
JUL	2018	\$131,002.00		Colorado Department of Higher Education
JUL	2019	\$131,002.00		Colorado Department of Higher Education
JUL	2020	\$131,002.00		Colorado Department of Higher Education
JUL	2021	\$131,002.00		Colorado Department of Higher Education
Total		\$524,008.00	\$524,008.00	Total Award Amount including Grantee Match

*Grantee will use \$26,200.40 in administrative fees equal to 2.5% of the combined total of Grantee matching funds and State funds, allowable for county-based grants.

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EXHIBIT C, GRANTEE REPORT

Grantee must submit a performance report to CDHE and the County on or before June 30, 2019, following the completion of the first year of grant funding, on or before June 30, 2020, following the completion of the second year of grant funding, on or before June 30, 2021, following the completion of the third year of grant funding, and on or before June 30, 2022, following the completion of the fourth year of grant funding.

Data collection, reporting, and evaluation will be centered on the **program goals and required activities outlined in the Statement of work/Implementation Timeline**. Adequate policies and tools ensure accuracy and timeliness. Ultimately the data and reports will be used to evaluate the program and determine success, challenges, and need for support. There will be continued support from COSI technical assistance staff to aid in developing and implementing your data collection tool and plan. Reference the COSI website at www.coloradoscholarshipinitiative.org (filed under Resources for Grantees) for materials and resources to support.

Data Collection

Accurate and timely data collection will be important pieces to not only ensure that required activities are completed, but also to make the reporting process easier. Data tracking tools should be organized in a manner to track student level data and required activities. There will be continued support from COSI technical assistance staff to aid in developing and implementing your data collection tool and plan.

Annual Report

Matching Student Scholarship grantees

Matching Student Scholarship grantees are required to submit an annual report on **June 30** of the years described above. The report is divided into two sections:

- Narrative: The Grantee will provide an overview of the current status of the project, with a focus on statement of work and required activities, collaborations and program highlights. The written portion of the Annual Report is an opportunity to share qualitative data and special circumstances that otherwise would not be reflected in quantitative results. Grantee must use the template provided by COSI.
- Student List: Grantee is required to provide student level data for students receiving scholarships funded by the COSI MSS grant and matching funds (the combined total of the grant). Grantees must use the template provided by COSI, complete a data sharing agreement with the Colorado Department of Higher Education (CDHE) and utilize the secure submission process that will be provided by CDHE.
 - Matching Student Scholarship data points
 - Grant Code
 - SSN
 - Report Year
 - Report Term
 - DOB
 - Institution attended Code
 - Institutional Student ID
 - Scholarship amount
 - County (this is applicable only to MSS grantees that distribute county grants)

Templates are provided in the appendix section of the resource guide. They will also be sent out via email and are available on the COSI website. There will be continued support from COSI technical assistance staff to assist in reporting.

Data Check-in

In addition to the annual report, Grantee's are required to participate in a data check-in at site visits and regional meetings with COSI Staff. Grantees may also be required to participate in research that would require additional data and reporting on top of those listed in this RFP.

COSI staff will work with grantees to develop rigorous program metrics that will help them meet their program goals and objectives. During the drafting of grant agreements, Grantees will receive technical assistance on:

- Creating customized and individualized data reports to determine baseline data
- Selecting realistic and appropriate metrics
- Determining benchmarks to support progress monitoring
- Using data to inform decisions for programming

Evaluation

COSI's evaluation plan, analysis and results are only possible with the complete and timely submission of data and reports from grantees. It is important that grantees utilize the templates, submit reports and data requests in a timely manner, and ask for support when needed.

COSI's evaluation of program progress and outcomes is only one level of evaluation that grantees may utilize to evaluate their program. It is encouraged that grantees implement their own evaluation plan and process to ensure that they are meeting their goals and objectives. Evaluating your program allows you to analyze such areas as programs activities, management, and objectives and outcomes and helps you demonstrate progress and make adjustments when necessary.

EXHIBIT D – PROOF OF FUNDS LETTER

Date Submitted: _____

Grantee Name: _____

On Behalf of (if applicable): _____

Grant Code: _____

Year of Grant Award: _____

Total Amount Matched & Submitted
To-Date (including this letter): _____

[Total amount raised to-date] / [Total amount to raise]

Shelley Banker
Director, Colorado Opportunity Scholarship Initiative
Colorado Department of Higher Education
1600 Broadway Street, Suite 2200
Denver, CO 80202

Dear Shelley,

May this letter serve as [Grantee Name, on behalf of (if applicable)] certification that [\$amount] in new scholarship dollars have been raised to match the State’s allocation of 1:1 Matching Student Scholarship (MSS) grants.

These new funds were raised leveraging the state’s match, and were obtained from the following sources:

- Individuals:
- Foundations:
- Corporations:
- Special Events:
- Other:
- **Total:**

With the signature(s) below, the authorized representative(s) confirm that the above statements are true.

Signature _____ Date _____
[title]

Signature _____ Date _____
[title]

If Grantee has multiple grants, *submit one letter per grant code* until the matched funds are fulfilled.

Certifications must be emailed to cosi_info@dhe.state.co.us prior to billing cycles.

CERTIFICATIONS SENT BY MAIL WILL NOT BE RECEIVED AND PAYMENTS WILL NOT BE ISSUED.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 2, 2018
SUBJECT: Agreement for Construction Oversight of Module 1 Cell 4 Liner at the East Regional Landfill
FROM: Kristin Sullivan, Director
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Agreement between Adams County and the Tri-County Health Department for Construction Oversight of Module 1 Cell 4 Liner at the East Regional Landfill Solid Waste Disposal Facility

BACKGROUND:

The East Regional Landfill solid waste disposal facility is operated by Five Part Development and located northwest of East 80th Avenue and Schumaker Road in Adams County. The land filling operations commenced in 1994 pursuant to a Certificate of Designation (CD) approved by Adams County Board of County Commissioners (BoCC). On June 29, 2009, the BoCC approved a major amendment of the CD to allow for the acceptance of municipal solid waste (EXG2009-00001).

The Department of Community and Economic Development has been in negotiations with Tri-County Health Department (TCHD) to provide independent verification testing and oversight of the Module 1 Cell 4 Liner at the East Regional Landfill. Case #EXG2009-00001 Condition Number 2 requires Five Part Development to provide funding to Adams County to develop a monitoring and construction inspection program to be provided by TCHD.

An Agreement between Adams County and TCHD has been developed to provide monitoring and construction oversight services for Module 1 Cell 4 liner at the Five Part Development East Regional Landfill near Bennett.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office
Tri-County Health Department

Finance

ATTACHED DOCUMENTS:

Resolution

Agreement for Construction Oversight of Module 1 Cell 4 Liner at the East Regional Landfill Solid Waste Disposal Facility

FISCAL IMPACT:

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

Fund: 25
Cost Center: 9295.7635

	Object Account	Subledger	Amount
Current Budgeted Revenue:			\$20,000.00
Additional Revenue not included in Current Budget:			\$12,500.00
Total Revenues:			<u>\$32,500.00</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			15,000.00
Add'l Operating Expenditure not included in Current Budget:			12,000.00
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>27,000.00</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Funding for this independent oversight will be provided from the Solid Waste Management Fund, 25-9295-7635, created for such purposes. The program cost will not exceed \$27,000.00 by contract. Five Part Development pays a \$2,500 per acre fee for each construction event. Adams County has received a one-time payment of \$32,500 for this 13 acre liner construction.

RESOLUTION APPROVING AGREEMENT BETWEEN ADAMS COUNTY AND TRI-COUNTY HEALTH DEPARTMENT FOR CONSTRUCTION OVERSIGHT OF MODULE 1 CELL 4 LINER AT THE EAST REGIONAL LANDFILL SOLID WASTE DISPOSAL FACILITY

WHEREAS, Tri-County Health Department and Adams County (County) have entered into discussions concerning independent verification testing and oversight of cell liner construction at the Five Part Development, LLC East Regional Landfill Solid Waste Disposal Facility; and,

WHEREAS, Tri-County Health Department has submitted a proposal to perform independent inspection of the liner construction for Module 1 Cell 4 at the East Regional Landfill and Solid Waste Disposal Facility; and,

WHEREAS, this proposal would assist in protecting the health and safety of the citizens of Adams County; and,

WHEREAS, the proposed work is neither destructive nor duplicative of existing construction monitoring programs at the site; and,

WHEREAS, funds will be provided from the Solid Waste Management Fund which has been created for such purposes.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the agreement between Adams County and Tri-County Health Department of Colorado for Construction Oversight of Module 1 Cell 4 Liner Construction at the Five Part Development East Regional Landfill Solid Waste Disposal Facility, a copy of which is attached hereto and incorporated herein by this reference, is hereby accepted and approved.

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

AGREEMENT FOR CONSTRUCTION OVERSIGHT FOR MODULE 1 CELL 4 LINER AT THE EAST REGIONAL LANDFILL SOLID WASTE DISPOSAL FACILITY

THIS AGREEMENT is made and entered into as of the ____ day of August 2018, by and between the County of Adams, a political subdivision of the State of Colorado (hereafter "County") and Tri-County Health Department, a political subdivision of the Counties of Adams, Arapahoe, and Douglas and the State of Colorado, with its principal offices located at 6162 S. Willow Drive, Suite 100, Greenwood Village, Colorado (hereafter "TCHD").

RECITALS

- A. East Regional Landfill (ERLF) (owned by Five Part Development LLC) is about commence the construction of liner for Module 1 Cell 4 at the ERLF located near the town of Bennett in Adams County, Colorado; and
- B. TCHD has submitted a proposal to the County to perform independent construction oversight of the liner for Module 1 Cell 4; and
- C. The essential elements of the proposal by TCHD, as reference above, are set forth in that certain document entitled, "Tri-County Health Department, Module 1 Cell 4 Liner Construction Oversight Program, East Regional Landfill", a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and
- D. Said proposal by TCHD would assist in protecting the health and safety of the citizens of the County; and
- E. Funds will be provided from Adams County's Solid Waste Fund; and
- F. The County, by and through its Board of County Commissioners, has accepted the proposal from TCHD, as described above; and
- G. The County and TCHD mutually desire to embody their understanding and agreement in a written document as herein set forth.

NOW THEREFORE, IN CONSIDERATION OF the mutual obligations of the County and TCHD, as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and TCHD hereby agree as follows:

- 1. Performance by TCHD: TCHD shall perform independent construction oversight pursuant to the terms and conditions set forth in Exhibit A.
- 2. Limited Obligation: The obligation of the County and TCHD shall be limited to the independent construction oversight as set forth in Exhibit A, and subsequent oversight services, if any, shall be subject to subsequent review and negotiation.

3. Oversight Fees: The County shall pay TCHD from funds provided by ERLF a fee not to exceed **\$27,000** for the services to be provided by TCHD to the County. TCHD shall invoice the County following completion of the Final Report. If it is anticipated that the construction project will extend longer than six (6) months, TCHD will notify the County and submit an invoice for expense incurred up to an agreed upon date. Expenses incurred by TCHD for the remainder of the project will be invoiced at 6-month intervals until completion of the final report.
4. TCHD Insurance: TCHD has adopted a plan of self-insurance, to the extent required under the protection afforded TCHD by the Colorado Governmental Immunity Act.
5. Period Reports: TCHD shall promptly report any findings to the County as soon as practicable. TCHD shall submit a Final Summary Report upon the completion of the liner construction for Module 1 Cell 4.
6. Termination: Either the County or TCHD may terminate this Agreement by providing 30-days advance written notice setting forth the effective date of termination. In the event of termination, TCHD shall cease work as of the effective date of the termination, but shall be compensated for all the work accomplished prior to the effective date of the termination.
7. Liaisons:

For TCHD:

Lisa Oliveto, REHS
Solid Waste Specialist
Tri-County Health Department
4201 E. 72nd Avenue, Suite D
Commerce City, CO 80022
Phone: (303) 288-6816

For the County:

Mrs. Jennifer Rutter
Environmental Program Manager, Community & Economic Development Department
Adams County, Colorado
4430 South Adams County Parkway
1st Floor, Suite W2000A
Brighton, CO 80601
Phone: (720) 523-6841

8. Effective Date and Termination Date: This agreement shall become effective the day and year first written above. This agreement terminates on the day that the Colorado Department of Public Health and Environment gives final written approval to the liner construction for Module 1 Cell 4

or upon completion of the TCHD final construction report to Adams County, whichever occurs last.

IN WITNESS WHEREOF the County, by and through its authorized officer and agent, and the Tri-County Health Department, by and through its authorized agent have executed this Agreement on the respective dates set forth below.

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF ADAMS
STATE OF COLORADO**

By: _____
Chairperson

Date: _____

ATTEST:

Clerk

APPROVALS TO FORM

County Attorney

TRI-COUNTY HEALTH DEPARTMENT

By: Jennifer L. Ludwig
Jennifer L. Ludwig, MS
Deputy Director

Date: 8/30/13

ATTEST:

Theresa Fox
Theresa Fox
Director of Administration and Finance

Exhibit A
Tri-County Health Department
Module 1 Cell 4 Liner Construction Oversight Program
East Regional Landfill Solid Waste Disposal Facility

INTRODUCTION

Tri-County Health Department (TCHD) has prepared this proposal to conduct construction oversight for Module 1 Cell 4 Liner at the East Regional Landfill located near Bennett in Adams County (County). Proper construction of landfill liners, covers, and leachate collection and removal systems is vital to the long-term performance of any landfill. TCHD has developed a high level of expertise related to landfill construction oversight and have provided those services to the County at other facilities within the County including the Highway 36 Landfill, Conservation Services Inc. (CSI), and Rocky Mountain Arsenal (RMA).

The construction oversight program administered by TCHD would benefit the County by providing added assurance that the facility is constructed in accordance with its approved drawings and specifications. The Module 1 Cell 4 Liner components that are covered by this proposed program include:

- Excavation
- Base Preparation
- Cohesive Soil Liner Construction
- Synthetic Liner Installation
- Leachate Collection System Construction

PROGRAM DESCRIPTION

The goal of this program is to provide a limited amount of construction oversight that is completely independent from and in addition to the Construction Quality Assurance Program (CQAP) that is conducted for the facility owner. The information collected from the construction oversight will be utilized to evaluate the effectiveness of the owners CQAP.

This program's primary emphasis will be placed on construction oversight with no independent testing being conducted. Should TCHD identify areas during liner construction where it feels additional testing needs to be conducted, TCHD will simply ask the Construction Quality Assurance Engineer (CQAE) to take additional samples for testing.

The major components of the program are:

- Limited observation of excavation activities.
- Limited observation of foundation sub-grade preparation to independently spot check that the requirements of Section 4 of the Construction Quality Assurance Plan (CQAP) are being met.
- Limited construction observation of the cohesive soil liner to independently spot check that the requirements of Section 4, of the CQAP are being met.

- Limited construction observation of leachate collection system drainage material installation to independently spot check that the requirements of Section 4 of the CQAP are being met.
- Limited construction observation of sump drainage material placement to independently spot check that the requirements of Section 4, of the CQAP are being met.
- Limited observation of geomembrane installation to independently spot check that the requirements of Section 5 of the CQAP are being met.
- Limited observation of geotextile installation to independently spot check that the requirements of Section 5 of the CQAP are being met.
- Review and preparation of comments on the Construction Quality Assurance and Certification Report following completion of construction.
- Preparation of a Final Report to Adams County.

CONSTRUCTION OBSERVATION

TCHD believes that independent construction oversight to spot check the performance of the contractor and CQA Engineer adds significant reassurance to the quality of the landfill construction. TCHD's supplemental construction oversight is intended to provide early identification and subsequent resolution of any concerns of the landfill construction and thus avoid problems during the certification phase of the project.

The number of days that will be spent constructing each component of Module 1 Cell 4 liner is unknown at this time. With the undefined schedule, the exact time frame that TCHD personnel will allocate to a given activity is also not defined. However, it is anticipated that the level of effort applied to any one component or oversight activity will be dependent upon the quality of the work being performed by the contractor, and the performance of QA and QC personnel.

Field observation will not be continuous. With limited resources, emphasis will be placed on observation of:

- Startup or initial operations
- Critical steps in the construction that cannot be verified except by field observation, e.g., placement of the synthetic liner over the barrier layer
- Phases of construction where multiple activities are occurring simultaneously, e.g., placement of geo-membrane and installation of the leachate collection system

PROGRAM COSTS

TCHD proposes to conduct the above described construction observation program for an amount not to exceed **\$27,000**. This amount is based on an estimated cost of **\$1,500** per acre. TCHD will not perform work outside of the above-described scope without coordinating the additional effort with Adams County.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 10/02/2018
SUBJECT: 7190 Colorado Boulevard (former HSB) – Contract to Buy and Sell Real Estate
FROM: Nicci Beauprez, Land & Asset Coordinator, Facilities and Fleet Management, and; Sean Braden, Manager of Planning, Design & Construction, Facilities and Fleet Management
HEARD AT STUDY SESSION ON: Multiple Previous Occasions
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Agreement to Amend Extend Contract to Buy and Sell Real Estate for 7190 Colorado.

BACKGROUND:

With the relocation of staff and services to the Human Services Center this past September 2017, the facility known as Human Services Building (HSB) at 7190 Colorado Boulevard has been vacated. With assistance from our commercial broker, Guidance Corporate Realty, significant efforts have been undertaken to market and solicit the facility for sale since 2016. The County has entered into a contract with Urban Land Conservancy (ULC) to purchase the top 4 floors of the six story building, as well as the surrounding property for \$3,800,000.00. The County will retain the first and second floors as well as the basement space. All floors will be subject to a Condominium Association that is being mutually developed between the County and ULC, and includes shared common spaces for access and maintenance. The Buyer has requested an additional 60 days to close prompting the need of an Agreement to Amend Extend (A/E) the Contract. The A/E will provide extra time requested of ULC and activate Earnest Monies on deposit to become non-refundable on a schedule. The Amendment will also resolve the exercised inspection objection to the purchase contract and establish a Right of First Refusal. The extra time will also assist the County and ULC to complete comments for the Condo Association documents as well as provide time to perform the furniture removal prior to closing and also to repair items from the objection letter.

Recommendation is to approve the Agreement to Amend Extend Contract for the purchase agreement and subsequent Condominium Association to facilitate obligations and resolutions

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management Department
County Manager's Office

ATTACHED DOCUMENTS:

Agreement to Amend Extend Contract

Right of First Refusal Agreement

FISCAL IMPACT:

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

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			0
Additional Revenue not included in Current Budget:			0
Total Revenues:			0

	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:			0

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AGREEMENT TO AMEND/EXTEND CONTRACT
BETWEEN ADAMS COUNTY AND URBAN LAND CONSERVANCY

Resolution

WHEREAS, Adams County owns the commercial land located at 7190 Colorado Boulevard, Commerce City, Colorado; and,

WHEREAS, by means of the attached Agreement to Amend/Extend Contract (“A/E”), Adams County wishes to amend the purchase contract with Urban Land Conservancy (“Buyer”); and,

WHEREAS, the sales price for the property to be conveyed to the Buyer remains unchanged by this A/E; and,

WHEREAS, the Buyer and County are requesting additional time to facilitate the various obligations of the purchase agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement to Amend/Extend Contract between Adams County and Urban Land Conservancy, a copy of which is attached hereto, be approved,

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

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
 (AE41-6-15) (Mandatory 1-16)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

AGREEMENT TO AMEND/EXTEND CONTRACT

Date: 09/18/2018

1. This agreement amends the contract dated 5/30/2018 (Contract), between Adams County, Colorado,
 a government entity (Seller), and Urban Land Conservancy, a Colorado non-profit corporations, or its permitted assigns
 (Buyer), relating to the sale and purchase of the following legally described real estate in the County of ADAMS
 Colorado:

known as No. 7190 Colorado Boulevard Commerce City CO 80022 (Property).
 Street Address City State Zip

NOTE: If the table is omitted, or if any item is left blank or is marked in the "No Change" column, it means no change to the corresponding provision of the Contract. If any item is marked in the "Deleted" column, it means that the corresponding provision of the Contract to which reference is made is deleted.

2. **§ 3. DATES AND DEADLINES.** [Note: This table may be omitted if inapplicable.]

Item No.	Reference	Event	Date or Deadline	No Change	Deleted
1	§ 4.3	Alternative Earnest Money Deadline			
		Title			
2	§ 8.1	Record Title Deadline			
3	§ 8.2	Record Title Objection Deadline			
4	§ 8.3	Off-Record Title Deadline			
5	§ 8.3	Off-Record Title Objection Deadline			
6	§ 8.4	Title Resolution Deadline			
7	§ 8.6	Right of First Refusal Deadline			
		Owners' Association			
8	§ 7.3	Association Documents Deadline			
9	§ 7.4	Association Documents Objection Deadline			
		Seller's Property Disclosure			
10	§ 10.1	Seller's Property Disclosure Deadline			
		Loan and Credit			
11	§ 5.1	Loan Application Deadline			
12	§ 5.2	Loan Objection Deadline			
13	§ 5.3	Buyer's Credit Information Deadline			
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline			
15	§ 5.4	Existing Loan Documents Deadline			
16	§ 5.4	Existing Loan Documents Objection Deadline			
17	§ 5.4	Loan Transfer Approval Deadline			
18	§ 4.7	Seller or Private Financing Deadline			
		Appraisal			
19	§ 6.2	Appraisal Deadline			
20	§ 6.2	Appraisal Objection Deadline			
21	§ 6.2	Appraisal Resolution Deadline			
		Survey			
22	§ 9.1	New ILC or New Survey Deadline			

alb

Item No.	Reference	Event	Date or Deadline	No Change	Deleted
23	§ 9.3	New ILC or New Survey Objection Deadline			
24	§ 9.4	New ILC or New Survey Resolution Deadline			
Inspection and Due Diligence					
25	§ 10.3	Inspection Objection Deadline			
26	§ 10.3	Inspection Resolution Deadline			
27	§ 10.5	Property Insurance Objection Deadline			
28	§ 10.6	Due Diligence Documents Delivery Deadline			
29	§ 10.6	Due Diligence Documents Objection Deadline			
30	§ 10.6	Due Diligence Documents Resolution Deadline			
31	§ 10.6	Environmental Inspection Objection Deadline CBS2, 3, 4			
32	§ 10.6	ADA Evaluation Objection Deadline CBS2, 3, 4			
33	§ 10.7	Conditional Sale Deadline			
34	§ 11.1	Tenant Estoppel Statements Deadline CBS2, 3, 4			
35	§ 11.2	Tenant Estoppel Statements Objection Deadline CBS2, 3, 4			
Closing and Possession					
36	§ 12.3	Closing Date			
37	§ 17	Possession Date			
38	§ 17	Possession Time			

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3. Other dates or deadlines set forth in the Contract are changed as follows:

See attached Exhibit A

4. Additional amendments:

See attached Exhibit A

See attached Right of First Refusal

All other terms and conditions of the Contract remain the same.

This proposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before _____

Date Time

Buyer's Name: Urban Land Conservancy, a Colorado Non-Profit Corporation

Buyer's Name: _____

Debra Buxton

9/21/18

Buyer's Signature

Date

Buyer's Signature

Date

Seller's Name: Adams County, Colorado, a Governmental Entity

Seller's Name: _____

Seller's Signature

Date

Seller's Signature

Date

43

Addendum to Agreement to Amend/Extend Contract

Dated: September 18, 2018

Exhibit A - Page Two

- Buyer shall cover the costs one hundred percent (100%) of the following additional Title Endorsements related to their loan or over and above what was agreed to in the original contract:

▪ Endorsement ALTA 9.2-06	\$1,511.00
▪ Endorsement ALTA 25.1-06	\$ 756.00
▪ Endorsement ALTA 17-06	\$ 100.00
▪ Endorsement ALTA 18.1-06	\$ 100.00
▪ Endorsement ALTA 8.2-06	\$ 100.00
▪ Endorsement ALTA 17.2-06	\$ 100.00
▪ Endorsement ALTA 39-06	\$ 00.00
▪ Endorsement Arbitration Deletion-06	\$ 100.00
▪ Purchase Loan Rate	\$ 250.00
▪ Endorsement 100-06	\$ 439.00

- By not later than November 15, 2018, Seller, at Seller's sole cost, agrees to make the following repairs related to the Objection Letter dated September 14, 2018:

- AEI Section 3.1.4: Repair Light Pole Base
- AEI Section 3.1.7: Repair Soffit Damage
- AEI Section 3.2.3: Grout Repair to West Side Canopy
- AEI Section 3.2.3: Repair Missing and Damaged Parge Coats
- AEI Section 3.2.6: Rust Treat and Paint Exterior Metal Components inc Doors
- AEI Section 3.3.2: Repair HVAC Compressor (inoperable/shorted)
- AEI Section 3.3.3: Seal Penetrations at Electrical Rooms
- AEI Section 3.3.4: Install Alarm Bell at Freight Elevator
- AEI Section 3.3.6: Perform Fire Safety 5-Year Testing
 - Items removed from Exhibit A of the Buyer's Objection Letter dated 9/14/2018 are as follows:
 - AEI Section 3.2.4 Roof Assessment & Repair Allowance
 - AEI Section 3.3.3 Perform Arc Flash Study
 - AEI Section 3.3.3 Certify Rooftop Lightning Protection System
 - ULC/Other Irrigation System

db

Addendum to Agreement to Amend/Extend Contract

Dated: September 18, 2018

Exhibit A - Page Three

- At Closing, Seller shall provide a Credit(s) at closing to the Property Owners Association, to be placed in the Condo Association's Capital Reserve Fund in the amounts identified below:
 - Sanitary Sewer Line Repair \$ 5,870.00
 - Façade Sealant Assessment \$ 8,000.00Total Credit: \$13,870.00*
- *Credit shall be held in escrow for no longer than 12 months by Land Title until such Association can take deposit, if deposit to Association cannot be made then funds shall be returned to Seller.

Because the actual costs of the below-listed future repairs have not yet been determined, Seller, at Closing, shall establish an Escrow Account to be held by Land Title, to provide for the below-listed future repairs, the ("Future Repair Fund"). The Future Repair Fund shall be dispersed by Land Title by not later than twenty-four (24) months after Closing, based on actual, documented, costs incurred for the identified expenses. If any monies shall remain in the Future Repair Fund beyond twenty-four (24) months, then any such excess shall be promptly returned to Seller.

Seller's liability for the below-listed repairs shall not exceed the amounts placed in the Future Repair Fund and, if the actual costs of the future repairs are less than the amounts Seller has placed in the Future Repair Fund, any such excess shall be credited to Seller's account as may be due from Seller for the Condo Association's capital reserve fund or for other Condo operating expenses that are the responsibility of Seller .

Future Repair Fund Contributions by Seller:

Building Window Sealant Repairs: \$60,000.00

- Right of First Refusal: The Parties agree to execute the attached Right of First Refusal document at Closing.
- Furniture Removal is described as follows:
 - Buyer has provided Seller, on 8/29/18, a map containing areas of furniture they desire to remain in the building for their use and possession upon closing.

Addendum to Agreement to Amend/Extend Contract

Dated: September 18, 2018

Exhibit A - Page Four

- Seller shall have up to Closing, or thirty (30) days after Closing if needed due to availability of the vendor, to perform the job of removing all furniture from the building as designated in those area(s) on the map(s) provided by Buyer.

- Buyer, its successor's and or assigns ("ISAOA"), shall not unreasonably withhold access or right of entry to perform said furniture removal job. Furthermore, Buyer, ISAOA, shall not hold Seller liable for reasonable wear and tear due to the furniture removal job.

eb

After Recording Return to:
Davis Graham & Stubbs LLP
Attn: J. Christopher Kinsman
1550 17th Street, Suite 500
Denver, Colorado 80202

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT ("**Agreement**") is entered into as of this _____ day of _____, 2018, by and between Urban Land Conservancy, a Colorado nonprofit corporation ("**ULC**"), and Adams County, Colorado, a political subdivision duly organized and existing under the constitution and laws of the State of Colorado ("**Adams County**"). ULC and Adams County are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. ULC owns the following real property located generally at 7190 Colorado Boulevard, Commerce City, Colorado:

Unit 4, Unit 5, Unit 6 and Unit 7, South Platte Crossing Condominiums, according to the Condominium Map of South Platte Crossing Condominiums recorded on _____, 2018, at Reception No. _____, and the Declaration of Condominium for South Platte Crossing Condominiums, recorded on _____, 2018, at Reception No. _____, both in the records of the Clerk and Recorder of Adams County, Colorado, as amended and supplemented from time to time (each a "**ULC Unit**" and collectively the "**ULC Units**" – the phrase ULC Unit and ULC Units shall also include any units within the South Platte Crossing Condominiums project subsequently acquired by ULC).

B. Adams County owns the following real property located generally at 7190 Colorado Boulevard, Commerce City, Colorado:

Unit 1, Unit 2 and Unit 3, South Platte Crossing Condominiums, according to the Condominium Map of South Platte Crossing Condominiums recorded on _____, 2018, at Reception No. _____, and the Declaration of Condominium for South Platte Crossing Condominiums, recorded on _____, 2018, at Reception No. _____, both in the records of the Clerk and Recorder of Adams County, Colorado, as amended and supplemented from time to time (each an "**Adams County Unit**" and collectively the "**Adams County Units**" – the phrase Adams County Unit and Adams County Units shall also include any units within the South Platte Crossing Condominiums project subsequently acquired by Adams County).

C. ULC wishes to grant to Adams County a right of first refusal to purchase the ULC Units for so long as Adams County owns a condominium unit at the South Platte Crossing Condominiums project ("**Project**").

D. Adams County wishes to grant to ULC a right of first refusal to purchase the Adams County Units for so long as ULC owns a condominium unit at the Project, all in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. So long as Adams County owns a condominium unit at the Project, ULC hereby grants Adams County a right of first refusal to purchase any or all of the ULC Units in accordance with the terms of this Agreement.
2. So long as ULC owns a condominium unit at the Project, Adams County hereby grants ULC a right of first refusal to purchase any or all of the Adams County Units in accordance with the terms of this Agreement.
3. In the event that a Party ("**Offering Party**") receives a bona fide offer to sell or otherwise transfer any of its Unit(s) or all of its Unit(s) that the Offering Party is willing to accept ("**Sales Offer**"), Offering Party shall provide the other Party ("**Offered Party**") with prompt written notice of the Sales Offer. Offering Party's written notice of the Sales Offer to the Offered Party shall specify the price and other terms and conditions of the Sales Offer. If within 45 days following receipt of the Offering Party's notice of the Sales Offer, Offered Party agrees in writing to purchase the Unit(s) (or applicable portion thereof) ("**ROFR Property**") on the material terms specified in the Sales Offer, Offering Party and Offered Party will execute a purchase contract acceptable to Offering Party and Offered Party, both acting reasonably, for the ROFR Property within 30 days after Offering Party's receipt of Offered Party's notice of acceptance. If Offered Party does not exercise the right of first refusal to purchase within the time period specified, Offered Party's rights as to the specific transaction which was the subject of the Sales Offer shall terminate, and Offering Party may sell the ROFR Property to such third party on the terms set forth in the Sales Offer. Upon such sale, Offered Party shall execute reasonable documentation required by the Offering Party and/or a title company to terminate the right of first refusal with regards to the ROFR Property. Offering Party shall be obligated to represent to Offered Party, in the manner set forth herein, any new Sales Offer or amended Sales Offer in the event of any change in the terms thereof. In addition, if Offered Party elects not to exercise its rights with respect to any particular Sales Offer, Offered Party's rights shall continue in full force and effect as to any remaining Unit(s) owned by the Offering Party.
4. This Agreement shall be recorded in the real property records of Adams County, Colorado, and upon and after such recordation shall run with title to the ULC Units and the Adams County Units until such time that (a) ULC no longer owns any Units at the Project, or (b) Adams County no longer owns any Units at the Project; *provided, however*, this Agreement shall automatically terminate as to a ROFR Property at the time such ROFR Property has been conveyed pursuant to the terms described of Section 3 above.

5. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. If, on account of any breach or default by a Party of its obligations under this Agreement, it becomes necessary for the other Party to engage an attorney to enforce or defend any of its rights or remedies hereunder, the prevailing party will be entitled to any reasonable attorneys' fees and costs so incurred.

6. This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof, and no amendment, modification or alteration of the terms hereof is binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto.

7. Any notice required or permitted to be given hereunder must be in writing and will be deemed to have been served and given (i) if delivered (with all fees prepaid) in person or emailed, upon delivery; (ii) if sent by a nationally recognized overnight courier (with all fees prepaid), the next business day following deposit of the notice with the courier service; or (iii) if placed in the United States mail, postage prepaid by certified or registered mail, then 3 business days after such notice is deposited with the United State Postal Service. The refusal to accept delivery or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this section shall constitute delivery. The addresses for all notices hereunder are as follows:

If to ULC: Urban Land Conservancy
1600 Downing Street, Suite 300
Denver, Colorado 80218
Attn: Aaron Miripol

with a copy to: Kutak Rock LLP
1801 California Street, Suite 3000
Denver, Colorado 80202
Attn: Meredith R. Riley

If to Grantee: Adams County, Colorado
County Manager's Office
4430 South Adams County Parkway
5th Floor, Suite C5300
Brighton, Colorado 80601
Attn: Raymond H. Gonzales

with a copy to: Adams County, Colorado
County Attorney Office
4430 South Adams County Parkway
5th Floor, Suite C5000B
Brighton, Colorado 80601

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8. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Agreement shall not be affected thereby and each provision hereof shall remain valid and enforceable to the fullest extent permitted.

[SIGNATURES FOLLOW]

20

Adam County:

Adams County, Colorado, a political subdivision
duly organized and existing under the constitution
and laws of the State of Colorado

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This Agreement was acknowledged before me on _____, 2018, by
_____, as _____ of Adams County, Colorado, a political subdivision
duly organized and existing under the constitution and laws of the State of Colorado.

Notary Public in and for the State of Colorado

My Commission Expires: _____

db



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 10/02/2018
SUBJECT: Disposition of Asset (Real Estate) 5855 Pecos Street
FROM: Nicci Beauprez, Land & Asset Coordinator
AGENCY/DEPARTMENT: Facilities & Fleet Management
HEARD AT STUDY SESSION ON: Multiple Previous Occasions
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Agreement to Amend/Extend Contract to Buy and Sell Real Estate for 5855 Pecos Street.

BACKGROUND:

Adams County (AdCo) and Rocky Mountain Prestress, LLC. (RMP), entered into a Contract to Buy and Sale Real Estate signed by the Board of County Commissioners on August 21, 2018 for the land located at 5855 Pecos Street, Denver, CO. The Buyer has requested an extension in order to receive their ordered inspection report and extend the closing date. This change of dates prompts the need of an Agreement to Amend/Extend Contract (A/E). The A/E will provide time for RMP to receive and review the contents of their inspection report and close shortly after. Due to market demand, a deliverable report is taking longer than originally anticipated.

Recommendation is to approve the Agreement to Amend/Extend Contract for the purchase agreement to allow the Buyer to facilitate obligations set forth in the Contract.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities & Fleet Management

ATTACHED DOCUMENTS:

Agreement to Amend/Extend Contract

FISCAL IMPACT:

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

Fund: 01
Cost Center: 01

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AGREEMENT TO AMEND/EXTEND CONTRACT
BETWEEN ADAMS COUNTY AND ROCKY MOUNTAIN PRESTRESS

Resolution OO-000

WHEREAS, Adams County owns the commercial land located at 5855 Pecos Street, Denver, Colorado; and,

WHEREAS, by means of the attached Agreement to Amend/Extend Contract, Adams County wishes to amend the purchase contract with Rocky Mountain Prestress (“Buyer”); and,

WHEREAS, the sales price for the property to be conveyed to the Buyer remains unchanged by this A/E; and,

WHEREAS, the Buyer is requesting additional time to facilitate its inspection and receipt of the report.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement to Amend/Extend Contract between Adams County and Rocky Mountain Prestress, 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 hereby authorized to execute said Agreement to Amend/Extend Contract on behalf of Adams County.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(AE41-6-15) (Mandatory 1-16)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

AGREEMENT TO AMEND/EXTEND CONTRACT

Date: 9/16/18

1. This agreement amends the contract dated 7/10/2018 (Contract), between Adams County Colorado, a governmental entity (Seller), and Rocky Mountain Prestress, LLC (Buyer), relating to the sale and purchase of the following legally described real estate in the County of Adams, Colorado:

known as No. 5855 Pecos Street Denver Colorado 80221 (Property).
 Street Address City State Zip

NOTE: If the table is omitted, or if any item is left blank or is marked in the "No Change" column, it means no change to the corresponding provision of the Contract. If any item is marked in the "Deleted" column, it means that the corresponding provision of the Contract to which reference is made is deleted.

2. § 3. DATES AND DEADLINES. [Note: This table may be omitted if inapplicable.]

Item No.	Reference	Event	Date or Deadline	No Change	Deleted
1	§ 4.3	Alternative Earnest Money Deadline			
		Title			
2	§ 8.1	Record Title Deadline			
3	§ 8.2	Record Title Objection Deadline			
4	§ 8.3	Off-Record Title Deadline			
5	§ 8.3	Off-Record Title Objection Deadline			
6	§ 8.4	Title Resolution Deadline			
7	§ 8.6	Right of First Refusal Deadline			
		Owners' Association			
8	§ 7.3	Association Documents Deadline			
9	§ 7.4	Association Documents Objection Deadline			
		Seller's Property Disclosure			
10	§ 10.1	Seller's Property Disclosure Deadline			
		Loan and Credit			
11	§ 5.1	Loan Application Deadline			
12	§ 5.2	Loan Objection Deadline			
13	§ 5.3	Buyer's Credit Information Deadline			
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline			
15	§ 5.4	Existing Loan Documents Deadline			
16	§ 5.4	Existing Loan Documents Objection Deadline			
17	§ 5.4	Loan Transfer Approval Deadline			
18	§ 4.7	Seller or Private Financing Deadline			
		Appraisal			
19	§ 6.2	Appraisal Deadline			
20	§ 6.2	Appraisal Objection Deadline			
21	§ 6.2	Appraisal Resolution Deadline			
		Survey			
22	§ 9.1	New ILC or New Survey Deadline			

Item No.	Reference	Event	Date or Deadline	No Change	Deleted
23	§ 9.3	New ILC or New Survey Objection Deadline			
24	§ 9.4	New ILC or New Survey Resolution Deadline			
Inspection and Due Diligence					
25	§ 10.3	Inspection Objection Deadline			
26	§ 10.3	Inspection Resolution Deadline			
27	§ 10.5	Property Insurance Objection Deadline			
28	§ 10.6	Due Diligence Documents Delivery Deadline			
29	§ 10.6	Due Diligence Documents Objection Deadline			
30	§ 10.6	Due Diligence Documents Resolution Deadline			
31	§ 10.6	Environmental Inspection Objection Deadline CBS2, 3, 4	10/10/18		
32	§ 10.6	ADA Evaluation Objection Deadline CBS2, 3, 4			
33	§ 10.7	Conditional Sale Deadline			
34	§ 11.1	Tenant Estoppel Statements Deadline CBS2, 3, 4			
35	§ 11.2	Tenant Estoppel Statements Objection Deadline CBS2, 3, 4			
Closing and Possession					
36	§ 12.3	Closing Date	10/16/2018		
37	§ 17	Possession Date	10/16/2018		
38	§ 17	Possession Time			

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3. Other dates or deadlines set forth in the Contract are changed as follows:

Please note that the Closing Date may be earlier than 10/16/18 upon the mutual agreement of Buyer and Seller.

4. Additional amendments:

All other terms and conditions of the Contract remain the same.

This proposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before _____ Date _____ Time _____.

Buyer's Name: Rocky Mountain Prestress, LLC

Buyer's Name: _____


Buyer's Signature _____ Date 9/17/18


Buyer's Signature _____ Date 9/17/18

Seller's Name: Adams County, Colorado
a governmental entity

Seller's Name: _____

Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

43



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 2, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and David L. Hall, for property necessary for the East 96 th Avenue and McKay Road Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in need of replacing a collapsed culvert within the right-of-way of East 96th Avenue, located east of the intersection with McKay Road. It was determined during the design investigation that there is a crossing conflict with an existing utility line. Thus, a new alignment of a replacement culvert is required east of the existing crossing. The new alignment requires the acquisition of a right-of-way parcel for the replacement culvert and other drainage improvements. Attached is a copy of the right-of-way agreement between Adams County and David L. Hall for dedication of road right-of-way for \$4,135.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement.

FISCAL IMPACT:

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

Fund: 13
Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:	9010		\$90,000
Total Expenditures:			<u><u>\$90,000</u></u>

New FTEs requested: **YES** **NO**

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

Additional Note:

Draft Resolution

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

**RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS
COUNTY AND DAVID L. HALL, FOR PROPERTY NECESSARY FOR THE
EAST 96TH AVENUE AND MCKAY ROAD IMPROVEMENT PROJECT**

Resolution 2018-

WHEREAS, a collapsed culvert crossing East 96th Avenue, located east of the intersection with McKay Road, has caused the roadway to dilapidate and requires an emergency repair project (“Project”); and,

WHEREAS, it was determined during the design investigation that a crossing conflict with an existing utility line exists; and,

WHEREAS, a new alignment of a replacement culvert is required east of the existing crossing; and,

WHEREAS, the new alignment requires the acquisition of a right-of-way parcel for the replacement culvert and other drainage improvements; and,

WHEREAS, this right-of-way acquisition is a portion of property located in the Southeast Quarter of Section 17, Township 2 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by David L. Hall (“Parcel 1”); and,

WHEREAS, Adams County requires ownership of Parcel 1 for construction of the replacement culvert and other drainage improvements; and,

WHEREAS, David L. Hall is willing to sell Parcel 1 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and David L. Hall, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

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

RIGHT-OF-WAY AGREEMENT

This Agreement is made and entered into by and between **David L. Hall** whose address is 806 South Logan Street, Denver, Colorado 80209-4128 (“Owner”), and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 (“County”) for the conveyance of rights-of-way on property located in the Northeast corner of East 96th Avenue and McKay Road and being a portion of the Southeast Quarter of Section 17, Township 2 South, Range 67 West of the 6th Principal Meridian, hereinafter (the “Property”) for the East 96th Avenue and McKay Road Street Improvements Project (the “Project”). The legal description and conveyance documents for the interests on said Property are set forth in **Exhibit A** attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **FOUR THOUSAND ONE HUNDRED THIRTY-FIVE AND NO/100'S DOLLARS (\$4,135.00)** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promises and covenants below, the Owner and the County agree to the following:

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and delivery to the County the attached conveyance documents on the Property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date to be on or after September 4, 2018.
3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner’s property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
5. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and requires the Property for a public purpose.

6. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.

7. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.

8. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:

By:  _____
David L. Hall

Date: 7.24.18 _____

Approved:

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

Chair

Date

Approved as to Form:

County Attorney

EXHIBIT “A”

**DEED FROM DAVID L. HALL
TO
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being a portion of that tract described at Reception No. 2005000268930 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southeast Quarter of Section 17, Township 2 South, Range 67 West of the 6th Principal Meridian, being more particularly described as follows:

Commencing at the Southwesterly Corner of said tract, thence North 26°16'12" East, along the Westerly line of said tract, a distance of 75.01 feet to the Northerly line of said tract;

Thence leaving said Westerly line, North 64°46'39" East, a distance of 160.35 feet along the Northerly line of said tract;

Thence leaving said Northerly line and running South 25°13'21" East, to a point on the Southerly line of said tract;

Thence South 64°46'39" West, a distance of 158.98 feet along said Southerly line of said tract to the Point of Beginning.

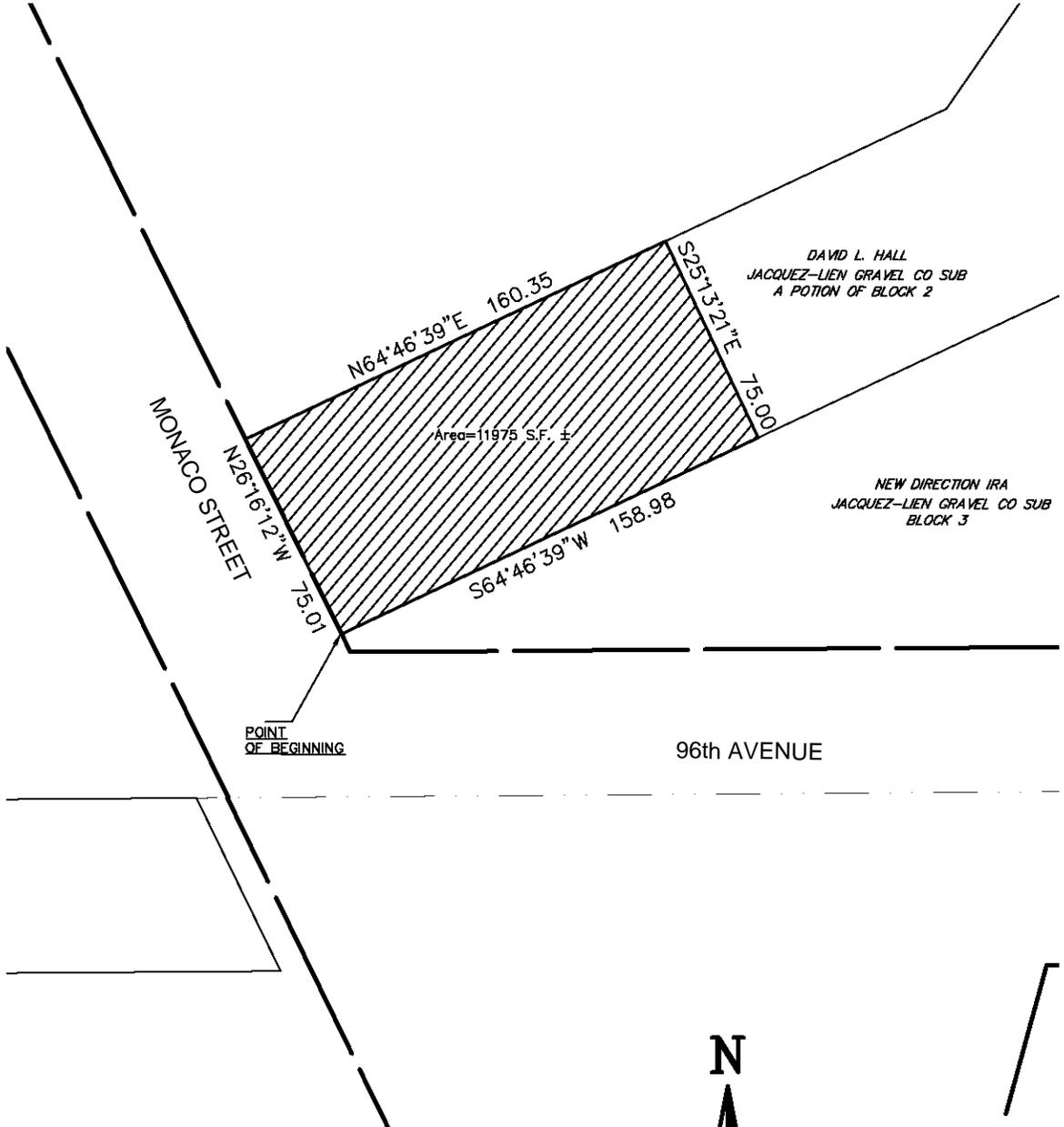
Containing: 11,975 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit “B” attached and hereby made a part thereof.

EXHIBIT "B"



POINT OF BEGINNING

96th AVENUE

DAVID L. HALL
JACQUEZ-LIEN GRAVEL CO SUB
A PORTION OF BLOCK 2

NEW DIRECTION IRA
JACQUEZ-LIEN GRAVEL CO SUB
BLOCK 3

Area=11975 S.F. ±



SCALE: 1" = 30'



ADAMS COUNTY
COLORADO

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 2, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Alejandro Covarrubias, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Alejandro Covarrubias for dedication of road right-of-way for \$770.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement.

FISCAL IMPACT:

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

Fund: 13
Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$1,000,000</u></u>

New FTEs requested: **YES** **NO**

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

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS
COUNTY AND ALEJANDRO COVARRUBIAS, FOR PROPERTY NECESSARY FOR THE
2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps (“street improvements”) where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 447 Leona Drive located in the Southwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Alejandro Covarrubias (“Parcel 28”); and,

WHEREAS, Adams County requires ownership of Parcel 28 for construction of the street improvements; and,

WHEREAS, Alejandro Covarrubias is willing to sell Parcel 28 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and Alejandro Covarrubias, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

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

Right-of-Way Agreement

This Agreement is made and entered into by and between **Alejandro Covarrubias** whose address is **447 Leona Drive, Denver, CO 80221** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **447 Leona Drive, Denver, CO** hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **SEVEN HUNDRED SEVENTY AND NO/100 DOLLARS (\$770.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$540.00 for the land dedication of road right-of-way and \$230.00 for split rail fence. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
5. The County will remove approximately 8 lineal feet of the timber split rail fence. But the County has agreed to reimburse the owner the expense of the lost split rail fence and made a part of this Agreement.

6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:

By: 

Alejandro Covarrubias

Date: 8/6/18

Approved:

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

Chair

Date

Approved as to Form:

County Attorney

EXHIBIT "A"

**DEED FROM MANUEL COVARRUBIAS
TO
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being a portion of Tract A, Block 7, of the SHERRELWOOD ESTATES FILING NO. 6, a Subdivision recorded on February 24, 1960 in File No. 10 Map 351 Reception No. 602721 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Northeasterly Corner of said Tract A, thence South 89°50'40" West, along the Northerly line of said Tract A, a distance of 10.00 feet;

Thence leaving said Northerly line, South 45°34'41" East, a distance of 14.24 feet to the beginning of a nontangent curve concave Easterly and having a radius of 340.00 feet, said curve being the Easterly line of said Tract A;

Thence Northerly along said curve to the right, and the Easterly line of said Tract A, a distance of 10.00 feet through a central angle of 1°41'07", with a chord bearing North 00°59'30" West and a chord distance of 10.00 feet to the Point of Beginning.

Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.

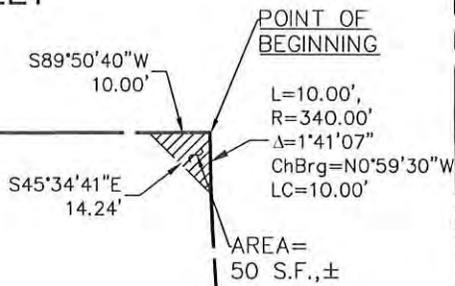


Ian Cortez

EXHIBIT "B"

DEL NORTE STREET

BROADWAY STREET



MANUEL COVARRUBIAS
PART OF TRACT A, BLOCK 7
SHERRELWOOD ESTATES FILING NO.6

7581 BROADWAY ST.
PN: 1719-34-3-01-005



SCALE: 1" = 30'



THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 2, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and New Direction IRA FBO David Lawrence Hall, for property necessary for the East 96 th Avenue and McKay Road Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in need of replacing a collapsed culvert within the right-of-way of East 96th Avenue, located east of the intersection with McKay Road. It was determined during the design investigation that there is a crossing conflict with an existing utility line. Thus, a new alignment of a replacement culvert is required east of the existing crossing. The new alignment requires the acquisition of a right-of-way parcel for the replacement culvert and other drainage improvements. Attached is a copy of the right-of-way agreement between Adams County and New Direction IRA FBO David Lawrence Hall for dedication of road right-of-way for \$3,610.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement.

FISCAL IMPACT:

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

Fund: 13
Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:	9010		\$90,000
Total Expenditures:			<u><u>\$90,000</u></u>

New FTEs requested: **YES** **NO**

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

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS
COUNTY AND NEW DIRECTION IRA FBO DAVID LAWRENCE HALL, FOR PROPERTY
NECESSARY FOR THE EAST 96TH AVENUE AND MCKAY ROAD
IMPROVEMENT PROJECT

Resolution 2018-

WHEREAS, a collapsed culvert crossing East 96th Avenue, located east of the intersection with McKay Road, has caused the roadway to dilapidate and requires an emergency repair project (“Project”); and,

WHEREAS, it was determined during the design investigation that a crossing conflict with an existing utility line exists; and,

WHEREAS, a new alignment of a replacement culvert is required east of the existing crossing; and,

WHEREAS, the new alignment requires the acquisition of a right-of-way parcel for the replacement culvert and other drainage improvements; and,

WHEREAS, this right-of-way acquisition is a portion of 7061 East 96th Avenue located in the Southeast Quarter of Section 17, Township 2 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by New Direction IRA FBO David Lawrence Hall (“Parcel 2”); and,

WHEREAS, Adams County requires ownership of Parcel 2 for construction of the replacement culvert and other drainage improvements; and,

WHEREAS, New Direction IRA FBO David Lawrence Hall is willing to sell Parcel 2 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and New Direction IRA FBO David Lawrence Hall, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

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

RIGHT-OF-WAY AGREEMENT

This Agreement is made and entered into by and between **New Direction IRA FBO David L. Hall** whose address is 1070 W. Century Drive, Suite 101, Louisville, Colorado 80027-1657 (“Owner”), and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 (“County”) for the conveyance of rights-of-way on property located at 7061 East 96th Avenue, Henderson, Colorado 80640, hereinafter (the “Property”) for the East 96th Avenue and McKay Road Street Improvements Project (the “Project”). The legal description and conveyance documents for the interests on said Property are set forth in **Exhibit A** attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **THREE THOUSAND SIX HUNDRED TEN AND NO/100’S DOLLARS (\$3,610.00)** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promises and covenants below, the Owner and the County agree to the following:

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.

2. The Owner agrees to execute and delivery to the County the attached conveyance documents on the Property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date to be on or after September 4, 2018.

3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.

4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner’s property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

5. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and requires the Property for a public purpose.

6. If the Owner fails to consummate this agreement for any reason, except the County’s default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.

6. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.

7. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.

8. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

New Direction IRA FBO David L. Hall:

By: 
David L. Hall

Title: OWNER

Date: 7.24.18

Approved:

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

Chair

Date

Approved as to Form:

County Attorney

EXHIBIT "A"

**DEED FROM NEW DIRECTION IRA
TO
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being a portion of Block 3 of the JAQUEZ LIEN CO. GRAVEL OPERATION, a Subdivision recorded on January 4, 1977 in File No. 14 Map 302 Reception No. B055808 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southeast Quarter of Section 17, Township 2 South, Range 67 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Southwesterly Corner of said Block 3, thence North 26°16'12" East, along the Westerly line of said Block 3, a distance of 6.99 feet to the Northerly line of said Block 3;

Thence leaving said Westerly line, North 64°46'39" East, a distance of 158.98 feet along the Northerly line of said Block 3;

Thence leaving said Northerly line and running South 25°13'21" East, to a point on the Southerly line of said Block 3;

Thence South 89°35'10" West, a distance of 175.00 feet along said Southerly line of Block 3 to the Point of Beginning.

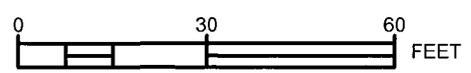
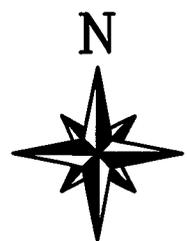
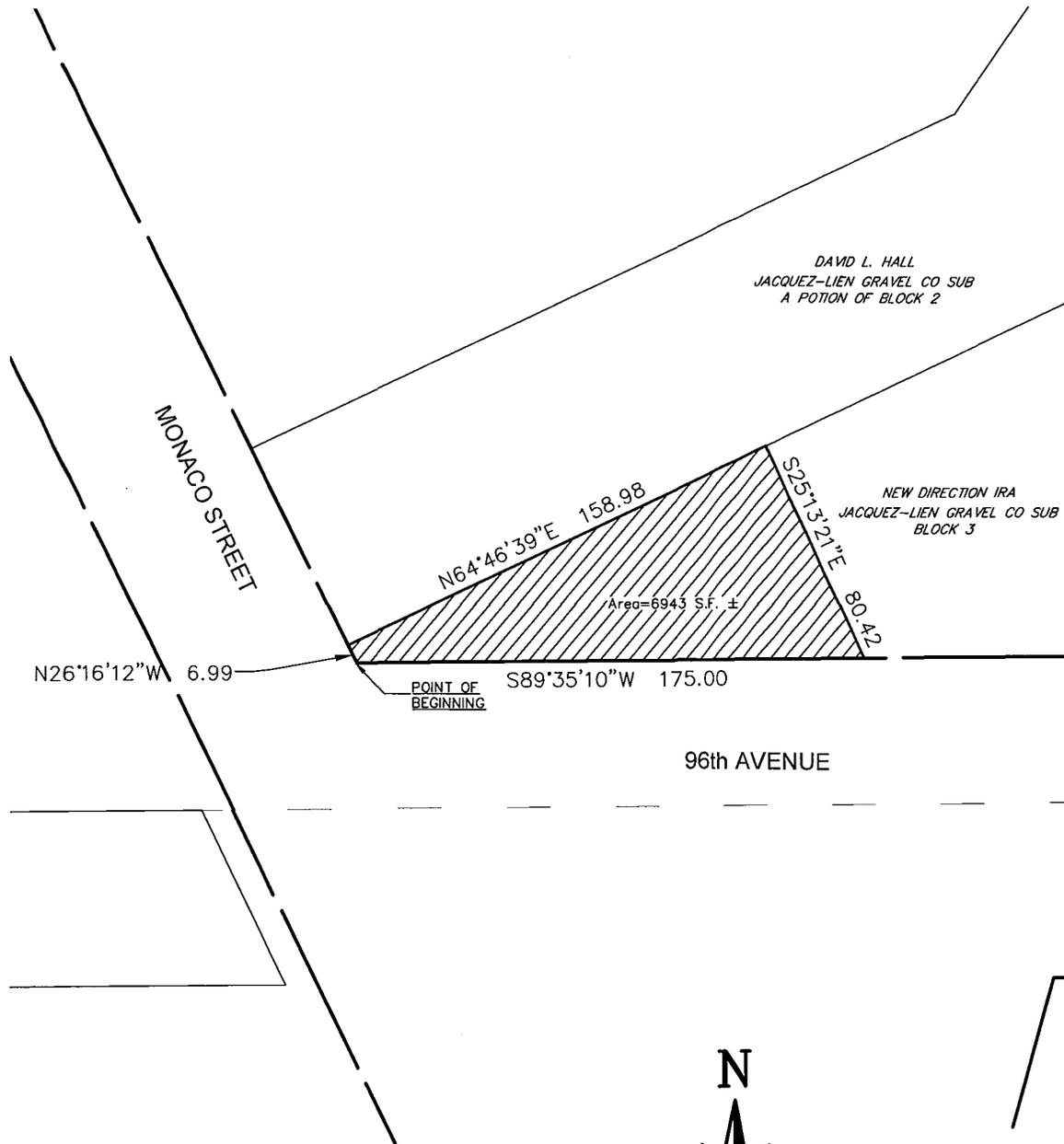
Containing: 6,943 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.

EXHIBIT "B"



SCALE: 1" = 30'



THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 2, 2018
SUBJECT: Architecture and Engineering Services
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
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 Task Order Three with Jviation, Inc., to provide Environmental Studies for a new T-Hangar, the FBO Hangar Development, and the Reaction Engines (REI) Test Facility location at the Colorado Air and Space Port.

BACKGROUND:

The Colorado Air and Space Port has various projects which need to be accomplished in accordance with current regulations, rules, policies, grant assurances, and Advisory Circulars (ACs) required by the Federal Aviation Administration (FAA) for federal/airside and non-federal landside projects. Each specific project will be issued as a Task Order to the Master Agreement with Jviation, Inc., and approved by the Board of County Commissioners, in accordance with Purchasing Policy #1010. The total value of the agreement will be based upon the actual number of Task Orders issued.

A competitive Request for Qualification (RFQ) was issued for Consultant and Engineering Services on February 23, 2016, and approved on October 25, 2016, by the Board of County Commissioners to award an agreement to Jviation, Inc.

Task Order One was issued for Consultant and Engineering Services for the Taxiway A7 Rehabilitation project and approved on June 27, 2017, by the Board of County Commissioners.

Task Order Two was requested, however it was cancelled prior to the approval process due to work being removed from the project.

Task Order Three is being requested for Environmental Studies for a new T-Hangar, the FBO Hangar Development, and the Reaction Engines (REI) Test Facility location at Colorado Air and Space Port, per the FAA. The scope of work was prepared by Jviation, Inc., and an independent fee estimate completed and approved by the FAA.

Task Order Three will be in the not to exceed amount of seventeen thousand, forty-five dollars (\$17,045.00).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Colorado Air and Space Port

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: 43			
Cost Center: 4302			
	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7685		\$17,045.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$17,045.00</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Transfer excess funds from building repair and maintenance fund, to the professional services fund to cover FAA mandated environmental assessments for new construction on Colorado Air and Space Port property.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING TASK ORDER THREE TO THE AGREEMENT BETWEEN ADAMS
COUNTY AND JVIATION, INC., FOR ENVIRONMENTAL STUDIES
AT THE COLORADO AIR AND SPACE PORT

WHEREAS, Jviation, Inc., is currently providing Architecture and Engineering (A&E) Services under a Task Order Master Agreement with Adams County for the Colorado Air and Space Port; and,

WHEREAS, Jviation, Inc., submitted a proposal to conduct Environmental Studies for a new T-Hanger, the FBO Hanger Development, and the Reaction Engines (REI) Test Facility location as is required by the Federal Aviation Administration (FAA); and,

WHEREAS, Jviation, Inc., agrees to provide the services in the fair and reasonable not to exceed amount of \$17,045.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Task Order Three to the Agreement between Adams County and Jviation, Inc., for Environmental Studies Services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Task Order Three with Jviation, Inc., after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 2, 2018
SUBJECT: Brownfields Program
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Community & Economic Development Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Two to the Agreement with Tetra Tech Inc., to provide Environmental Consulting Services

BACKGROUND:

Adams County currently administers a Brownfields Program using a Brownfields Assessment Grant by the United States Environmental Protection Agency (EPA). To date, the Brownfields Program has completed a Brownfields Site Inventory that has identified and prioritized sites in the Clear Creek Valley area for possible assessments and potential redevelopment, and has completed several environmental site assessments in close proximity to the future Regional Transportation District (RTD) Clear Creek Station.

A formal Request for Proposal was posted on Rocky Mountain E-Purchasing (BIDNET). The Board of County Commissioners approved the original award in the amount of \$150,000.00 with Tetra Tech Inc., on February 10, 2017, to provide the environmental consulting services for the Brownfields Program using EPA assessment grant funds. The Community & Economic Development Department is satisfied with the services provided by Tetra Tech Inc.

The recommendation is to extend the agreement until October 1, 2019, and add \$11,286.90 to the existing agreement for the completion of the key redevelopment sites in the corridor. EPA has agreed with this course of action and has approved a one year extension of the Grant until October 1, 2019. The EPA is reimbursing the County for 100% of the expenditures for this program. The new total not to exceed cost of this agreement with the additional \$11,286.90 is \$161,286.90.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community & Economic Development Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 00001
Cost Center: 7041

	Object Account	Subledger	Amount
Current Budgeted Revenue:			\$101,869
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$101,869</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7685		\$115,869
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$115,869</u>

New FTEs requested: **YES** **NO**

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

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TWO TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND TETRA TECH INC., FOR THE
BROWNFIELDS PROGRAM

WHEREAS, on February 10, 2017, The Board of County Commissioners approved the award of an agreement with Tetra Tech Inc., to provide Brownfield Assessments for the Community & Economic Development Department; and,

WHEREAS, the Community & Economic Development Department has been satisfied with the services provided by Tetra Tech Inc., and would like to extend the agreement until October 1, 2019; and,

WHEREAS, an additional \$11,286.90 will be added to the agreement, for a total not to exceed cost of \$161,286.90.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two to the agreement between Adams County and Tetra Tech Inc., for the Brownfields Program be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Amendment Two with Tetra Tech Inc., after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 2, 2018
SUBJECT: State Grant Funded Agreement for Mental Health Services
FROM: : Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Sheriff's Office
HEARD AT STUDY SESSION ON : N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Five to the Agreement between Adams County and Community Reach Center for Mental Health Services at the Adams County Detention Facility.

BACKGROUND:

In 2013, the Adams County Sheriff's Office applied for and received a Jail-based Behavioral Services (JBBS) Grant from the State of Colorado Department of Human Services, Office of Behavioral Health (OBH), to provide therapeutic interventions to treat alcoholism, illicit drug use disorders as well as mental health illnesses related to these addictions at the Adams County Detention Facility.

The State of Colorado approved the Community Reach Center as the designated provider for the specific treatment services described in the grant. OBH recently approved the fifth extension of the Grant for one additional year in the amount of \$232,714.00 to continue funding these mental health services at the Adams County Detention Facility. Adams County is responsible for the remainder of funding for a maximum amount of \$67,836.00. Upon completion of all performance measures, Adams County will retain the performance incentive provided by OBH in the amount of \$25,857.00, bringing the total possible reimbursed funding to \$258,571.

The Sheriff's Office recommends renewing the agreement between Adams County and the Community Reach Center for one additional year in the not to exceed amount of \$300,550.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Sheriff's Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 01
Cost Center: 2071/2070

	Object Account	Subledger	Amount
Current Budgeted Revenue:	2071.5590	20711808	258,571
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>258,571</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	2071.7680	20711808	258,571
	2070.7685	N/A	39,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>297,571</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

The total current operating expenditure does not equal the whole contract price because this program runs on the State's fiscal year (7/1/18-6/30/19). The amount remaining at year-end in 2071.7680 subledger 20711808 will be carried forward to 2019. The amount for 2019 in cost center 2070 is requested as a business case in the 2019 budget development process.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT FIVE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND COMMUNITY REACH CENTER FOR THERAPEUTIC
INTERVENTION SERVICES AT THE ADAMS COUNTY DETENTION CENTER

WHEREAS, in 2013, Adams County entered into an agreement with Community Reach Center for the provision of therapeutic intervention services for inmates at the Adams County Detention Center, funded by a Jail-based Behavioral Services (JBBS) Grant from the State of Colorado; and,

WHEREAS, the Sheriff's Office recommends renewing the agreement with Community Reach Center based on ongoing grant funding; and,

WHEREAS, Community Reach Center agrees to provide said therapeutic services in the not to exceed amount of \$300,550.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that Amendment Five to the agreement between Adams County and Community Reach Center for the provision of therapeutic intervention services for inmates at the Adams County Detention Center, be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to execute said Amendment Five with Community Reach Center after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 2, 2018
SUBJECT: SWAT/Negotiator Vehicle
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Facilities and Fleet Management and Sheriff's Office
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a proposal award to Lynch Diversified Vehicles for a SWAT/Negotiator Vehicle.

BACKGROUND:

In 2018, Facilities and Fleet Management will be replacing two 1990 GMC Vans that served as a Command Center for the Sheriff's Office. These units are no longer functional for the Sheriff's Negotiation Operations and the parts availability is limited due to the age of the vehicles. With these two vehicles leaving the Sheriff's inventory, they are now in need of a SWAT/Negotiator Vehicle with the latest safety and security upgrades.

The Purchasing Division issued a formal Request for Proposal (RFP) seeking a qualified contractor to provide a new SWAT/Negotiator Vehicle for the County. Proposals were opened on July 31, 2018, with four (4) suppliers submitting responses. Proposals were evaluated on the following criteria:

- Standard Vehicle Requirements
- Operational Functionality
- Contractor Experience
- Maintenance Plan

After a thorough evaluation, it was determined that the Model 2020 Freightliner M2 vehicle proposed by Lynch Diversified Vehicles presented the best value to the County. It is recommended that the award be made to Lynch Diversified Vehicles to provide a SWAT/Negotiator Vehicle for the Sheriff's Office in the not to exceed amount of \$355,948.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management
Sheriff's Office

ATTACHED DOCUMENTS:

Resolution
RFP Evaluation Summary Sheet

FISCAL IMPACT:

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

Fund: 0006
Cost Center: 9111

	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:	9175	9111832	\$400,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$400,000

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING AN AGREEMENT BETWEEN ADAMS COUNTY AND
LYNCH DIVERSIFIED VEHICLES FOR A SWAT/NEGOTIATOR VEHICLE

WHEREAS, Lynch Diversified Vehicles submitted a proposal on July 31, 2018, to provide a SWAT/Negotiator Vehicle for the Adams County Sheriff's Office; and,

WHEREAS, after a thorough evaluation it was deemed that Lynch Diversified Vehicles provides the best value to Adams County in the not to exceed amount of \$355,948.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award to Lynch Diversified Vehicles to provide a SWAT/Negotiator Vehicle is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the agreement with Lynch Diversified Vehicles after negotiation and approval as to form is completed by the County Attorney's Office.

EVALUATION SUMMARY: RFP 2018.025 - SWAT/NEGOTIATOR VEHICLE

CONTRACTOR: ROLLTECHS SPECIALTY VEHICLE							
CATEGORY:	Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4		COMMENTS
STD VEHICLE REQUIREMENTS	35	20	15	17	15		See below
OPERATIONAL FUNCTIONALITY	30	20	15	10	15		
MAINTENANCE PLAN	15	9	10	8	10		
CONTRACTOR EXPERIENCE	20	15	15	15	10		
TOTALS:	100	64	55	50	50		

TOTAL SCORE: 219

AVG SCORE: 55

CONTRACTOR: LDV (LYNCH DIVERSIFIED VEHICLES)							
CATEGORY:	Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4		COMMENTS
STD VEHICLE REQUIREMENTS	35	33	30	35	30		See below
OPERATIONAL FUNCTIONALITY	30	28	25	30	30		
MAINTENANCE PLAN	15	15	15	10	10		
CONTRACTOR EXPERIENCE	20	17	20	20	20		
TOTALS:	100	93	90	95	90		

TOTAL SCORE: 368

AVG SCORE: 92

EVALUATION SUMMARY: RFP 2018.025 - SWAT/NEGOTIATOR VEHICLE

CONTRACTOR: SUMMIT BODYWORKS SPECIALTY VEHICLES							
CATEGORY:	Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4		COMMENTS
STD VEHICLE REQUIREMENTS	35	10	15	20	15		See below
OPERATIONAL FUNCTIONALITY	30	10	15	20	20		
MAINTENANCE PLAN	15	10	10	12	10		
CONTRACTOR EXPERIENCE	20	10	15	18	15		
TOTALS:	100	40	55	70	60		

TOTAL SCORE: 225

AVG SCORE: 56

CONTRACTOR: MBF INDUSTRIES							
CATEGORY:	Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4		COMMENTS
STD VEHICLE REQUIREMENTS	35	30	30	34	30		See below
OPERATIONAL FUNCTIONALITY	30	28	25	25	22		
MAINTENANCE PLAN	15	14	15	10	10		
CONTRACTOR EXPERIENCE	20	19	20	19	18		
TOTALS:	100	91	90	88	80		

TOTAL SCORE: 349

AVG SCORE: 87

NOTE: As each submittal proposed a different type of vehicle, the pricing review was performed after all technical criteria was evaluated.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 2, 2018
SUBJECT: Guaranteed Maximum Price for the Riverdale Animal Shelter
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Facilities and Fleet Management Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Two to the agreement with Saunders Construction for the Guaranteed Maximum Price (GMP) for the Riverdale Animal Shelter and the Regional Park Infrastructure.

BACKGROUND:

The new Riverdale Animal Shelter is comprised of a 43,000-square-foot facility, located on the south end of Riverdale Regional Park between East 120th Avenue and Henderson Road. The new facility features state of the art modernized animal services and spaces that will better serve our community. In addition, the Regional Park Infrastructure project will pave a new park boulevard, install two ditch crossings, as well as construct shared utilities and infrastructure for the shelter and other park amenities. At Study Session on March 13, 2018, the Board of County Commissioners approved the integration of these projects in order to capture economy of scale savings and expedite the completion of both projects.

On August 22, 2017, the Board of County Commissioners approved the award of the contract to Saunders Construction for Construction Manager / General Contractor Services for the Riverdale Animal Shelter. Subsequently, on October 24, 2017, the Board of County Commissioners approved Amendment One with Saunders Construction to provide the labor, machinery, equipment, and ditch work for the early construction phase of the Riverdale Animal Shelter and associated parts of the Infrastructure. Saunders Construction has collaborated with G Squared Design (Designer of Record) to further define the scope of work for the construction of both the Riverdale Animal Shelter and the Regional Park Infrastructure.

Based on the integration of the projects, Saunders Construction has proposed a Guaranteed Maximum Price (GMP) based on 100% Design Development Documents for the Riverdale Animal Shelter, as well as the infrastructure components, in the amount of \$30,179,554.00. After review and validation of the proposal, we recommend that the Board of County Commissioners approve Amendment Two for the increase of \$30,179,554.00. The Riverdale Animal Shelter Building will not exceed \$27.5M of the GMP. This GMP includes a scheduled completion in June 2020.

The agreement breaks down as follows:

Original Agreement: \$ 72,446.00
 Amendment One: \$ 998,000.00
 Amendment Two: \$30,179,554.00
 Total contract not to exceed price: \$31,250,000.00

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 00004, 00001
Cost Center: 31611701, 50151806

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9051	31611701 50151806	\$15,041,431
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$15,041,431</u></u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

The rest of the project budget will be appropriated in 2019 with the approval of the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TWO TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND SAUNDERS CONSTRUCTION FOR THE CONSTRUCTION OF
THE RIVERDALE ANIMAL SHELTER

WHEREAS, on August 22, 2017, Saunders Construction, was awarded an agreement for Construction Manager General Contractor (CMGC) Services for the Riverdale Animal Shelter in the amount of \$72,446.00; and,

WHEREAS, on November 14, 2017, the Board of County Commissioners approved Amendment One with Saunders Construction for early construction services in the amount of \$998,000.00 for the Riverdale Animal Shelter; and,

WHEREAS, now that the design phase of the project is complete, Saunders Construction has agreed to complete the project at the proposed Guaranteed Maximum Price of \$30,179,554.00 for a total contract price of \$31,250,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two to the Agreement between Adams County and Saunders Construction, for the Adams County Riverdale Animal Shelter be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign Amendment Two after negotiation and approval as to form is completed by the County Attorney's Office.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

**CASE NAME: CROWN CASTLE IV
CASE NO.: RCU2017-00018**

TABLE OF CONTENTS

EXHIBIT 1 – BoCC Staff Report

EXHIBIT 2- Maps

- 2.1 Aerial Map
- 2.2 Zoning Map
- 2.3 Future Land Use Map
- 2.4 Simple Map

EXHIBIT 3- Applicant Information

- 3.1 Applicant Written Explanation
- 3.2 Applicant Site Plan

EXHIBIT 4- Referral Comments

- 4.1 Referral Comments (Adams County)
- 4.2 Referral Comments (CDPHE)
- 4.3 Referral Comments (CDOT)
- 4.4 Referral Comments (Tri-County Health)
- 4.5 Referral Comments (Xcel Energy)

EXHIBIT 5- Public Comments

- 5.1 Public Comments (Feinstein)

EXHIBIT 6- Associated Case Materials

- 6.1 Request for Comments
- 6.2 Public Hearing Notice
- 6.3 Newspaper Publication
- 6.4 Referral Agency Labels
- 6.5 Property Owner Labels
- 6.6 Certificate of Posting



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
STAFF REPORT**

Board of County Commissioners

October 2, 2018

CASE No.: RCU2017-00018	CASE NAME: Crown Castle IV
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Owner's Name:	Fed 58, LLC
Applicant's Name:	Crown Castle
Applicant's Address:	222 E. Carillo Street, #107, Santa Barbara, CA 93101
Location of Request:	5800 Federal Boulevard
Nature of Request:	A renewal of a conditional use permit to allow a commercial telecommunication tower on the property
Zone Districts:	Industrial-1 (I-1)
Comprehensive Plan:	Activity Center
Site Size:	1,920 sq. ft. portion of a 5.6 ac. site
Proposed Uses:	Telecommunication Tower
Existing Use:	Telecommunication Tower
Hearing Date(s):	PC: September 13, 2018 / 6:00 p.m.
	BOCC: October 2, 2018 /9:30 a.m.
Report Date:	September 18, 2018
Case Manager:	Greg Barnes
PC/Staff Recommendation:	APPROVAL with 8 Findings-of-Fact and 6 Conditions

SUMMARY OF PREVIOUS APPLICATIONS

On December 16, 1996, the Board of County Commissioners approved a conditional use permit to allow an 80-foot commercial telecommunications tower on the property for five years.

On August 9, 2000, the Board of County Commissioners approved an amendment to the conditional use permit to allow the height of the tower to be increased from 80 to 90 feet. This conditional use permit was granted for six years, expiring on August 9, 2006.

On August 8, 2007, the Board of County Commissioners approved a third renewal of the conditional use permit for ten years, expiring on August 8, 2017.

SUMMARY OF APPLICATION

Background

Crown Castle, the applicant, is requesting a renewal of the conditional use permit (CUP) to allow the existing commercial telecommunications tower to remain on the property. The elevation and site plans submitted with the application show the height of the tower to be 96 feet (see Exhibit 3.2). The site plan also shows a proposed construction of an eight-foot high PVC fence along the perimeter of the lease area of the telecommunication tower.

Site Characteristics:

The subject site is currently developed and used for boat sales and outdoor storage. The existing tower is located on the eastern portion of the property, and surrounded by outdoor storage materials. The property borders I-76 to the south and the Clear Creek-Federal commuter rail station to the north. The tower is located on a lower elevation than the immediate surrounding properties.

Development Standards and Regulations Requirements:

Per Section 3-07-01 of the Adams County Development Standards and Regulations, a conditional use permit is required for a commercial telecommunication tower in the I-1 zone district. Section 4-09-02-07 of the County's Development Standards and Regulations outlines design and performance standards for telecommunication facilities. These standards include maximum height, landscaping, screening, setbacks from property lines, separation from other freestanding facilities, and setbacks from residential uses.

The elevation plans, provided with the application, show the tower height to be 96 feet. Per Section 3-24-07-04 of the County's Development Standards, the maximum height allowed in the I-1 zone district for structures is 60 feet; however Section 4-09-02-07(3a) of the County's Development Standards and Regulations allows the Board of County Commissioners to approve an exception to the required height standards through the conditional use permit approval.

Per Section 4-09-02-07(3) of the County's Development Standards and Regulations, freestanding telecommunication towers shall not be located closer than the height of the tower from any property line, unless a waiver is granted by the Board of County Commissioners through the conditional use permit approval. The existing telecommunication tower is required to be setback 96 feet from the southern property line; however, the applicant is requesting a waiver with the conditional use permit to allow the tower to be setback 84 feet from the southern property line. Staff reviewed the location of the tower and determined that allowing the tower's current location will not be detrimental to public health and safety. In addition, the nearest occupied dwelling is over 500 feet from the tower, which is outside the fall area radius of the tower.

Landscaping may be required to screen the telecommunication tower, as outlined in Section 4-09-02-07(3b) of the County's Development Standards and Regulations. Currently, there is no landscaping to screen the tower from public view. The location of the tower is significantly lower in elevation than the surrounding properties and cannot be screened with landscaping. The site plan submitted with the application shows equipment areas at the base of the tower will be enclosed with an eight (8) foot tall PVC fence. The fence will be forest green in color and blend with the surrounding area.

Section 4-09-02-07(3d) of the County's Development Standards and Regulations requires telecommunication towers to be located no closer than one-thousand (1,000) feet from the nearest telecommunication tower. From the application documents, the tower is approximately 4,500 feet away from the closest tower, and conforms to the County's spacing requirement. The application also included coverage maps of the area to demonstrate the need for the existing tower (See Exhibit 3.3).

A bond is required to ensure removal of the tower if it is abandoned or no longer in need. The applicant submitted a bond in the amount of \$30,000 with the application. This is to ensure the tower's removal, if at a later date; the tower's conditional use permit is not renewed.

Future Land Use Designation/Goals of the Comp-Plan for the Area

The future land use designation on the property is Activity Center. This designation is characterized by high intensity, mixed-use and high quality development. Activity Centers are designated in areas that have excellent transportation access and visibility. Development in Activity Centers should contain a mix of uses to create a pedestrian environment, and support transit service. The request to renew an existing telecommunication tower supports the goals of the County's Comprehensive Plan. Approval of the request will ensure provision of telecommunication coverage to current and future residents and businesses in the area.

The property is located directly adjacent to the Clear Creek-Federal commuter rail station. This station will be a stop on RTD's G-Line, which is expected to begin operation later this year. Because of the proximity of the property to the commuter rail station, the property will likely be developed as high-density, mixed-use development, which is also the goal of the County for properties surrounding transit stations. Although cellular coverage is essential to supporting development, staff is recommending a condition of approval to allow the conditional use permit for five years and also ensure the tower is compatible with future development of the site.

Surrounding Zoning Designations and Existing Use Activity:

<p style="text-align: center;">Northwest I-3 Commuter Rail Line</p>	<p style="text-align: center;">North I-3 Clear Creek-Federal Commuter Rail Station</p>	<p style="text-align: center;">Northeast I-2 Commuter Rail Line</p>
<p style="text-align: center;">West I-1 Automobile Sales</p>	<p style="text-align: center;">Subject Property I-1 Boat Sales, Outdoor Storage, Telecommunications Tower</p>	<p style="text-align: center;">East I-1 Interstate-76</p>
<p style="text-align: center;">Southwest I-2 Single-Family Residential, Outdoor Storage, Warehousing</p>	<p style="text-align: center;">South I-2 Interstate-76</p>	<p style="text-align: center;">Southeast I-1 Interstate-76</p>

Compatibility with the Surrounding Land Uses:

All the surrounding properties adjacent to the site are located in the County’s Industrial-1 and Industrial-2 zoning designations. There are a number of industrial uses located to the southwest and northeast of the site. Currently, the property is developed and used for heavy retail and outdoor storage. However, staff anticipates future redevelopment of the site to conform to goals of the County’s Comprehensive Plan. The proposed conditional use permit does not include any request to change existing uses on the property.

PLANNING COMMISSION UPDATE

The Planning Commission (PC) considered this case on September 13, 2018, and voted (7-0) to recommend approval of the request to the Board of County Commissioners. The applicant’s representative spoke at the meeting and had no concerns with the staff report or presentation. At the public hearing, the PC discussed opportunities for additional landscaping on the site; however, determined there were not adequate feasible areas on the site to install landscaping. There was no one from the public to speak in favor or in opposition to the request.

Staff Recommendations:

Based upon the application, the criteria for approval of a conditional use permit outlined in Section 2-02-08-06 of the County’s Development Standards, the County’s Comprehensive Plan, and recent site visits, staff recommends approval of the request with 8 findings-of-fact and 6 conditions.

Findings-of-fact for Approval:

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are available and adequate to serve the needs of the conditional use as designed and proposed.

Recommended Conditions:

1. Any telecommunications facility that ceases to be in operation for a consecutive period of six months or more shall be removed from the site within 90 days of the end of such period of non-use.
2. The conditional use permit shall expire on October 2, 2023.
3. The height of the freestanding telecommunications tower shall not exceed 96 feet.
4. The tower shall provide co-location opportunities for other telecommunication tower providers.
5. Color of the proposed PVC fence, shown on the site plan, shall be forest green in color. The fence shall be a minimum of six feet and a maximum of eight feet in height. If at any time the fence should fall into disrepair, the fence must be replaced within 60 days of receiving notice of such disrepair.
6. Should redevelopment of the site occur, and the landowner provides an alternative location suitable to relocate the freestanding tower, the tower shall be replaced with a building-mounted or alternative design that is compatible with the redevelopment of the site. The replacement of the tower shall be required no later than two years after the approval of a final building permit for the site. Nothing herein shall amend, alter or supersede the rights or obligations under any lease, easement, purchase agreement or other property rights that may exist at law.

PUBLIC COMMENTS

Notices Mailed	Number of Responses
42	1

Staff sent notices to property owners and residents within 750 feet of the subject request. As of writing this report, staff has received one comment from those notified. The response was provided by the owner of the subject property expressing support of the request.

COUNTY AGENCY COMMENTS

During the review and site visits, staff indentified an existing chain-link fence on the property that minimally provides screening to the base of the tower. Staff is requesting a condition of approval to require a PVC screen fence to provide adequate screening.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

None

Responding without Concerns:

CDOT

CDPHE

Tri-County Health Department

Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Adams County Fire District

Berkeley Sanitation

Century Link

Clear Creek Transit Metropolitan Districts 1 & 2

Colorado Division of Wildlife

Comcast

Crestview Water & Sanitation

Hyland Hills Parks & Recreation

Metro Wastewater

Northridge Estates at Gold Run Home Owners Association

RTD

Union Pacific Railroad

Westminster School District



Legend

- +— Railroad
- Major Water
- Zoning Line
- ▭ Sections

Crown Castle IV
RCU2017-00018

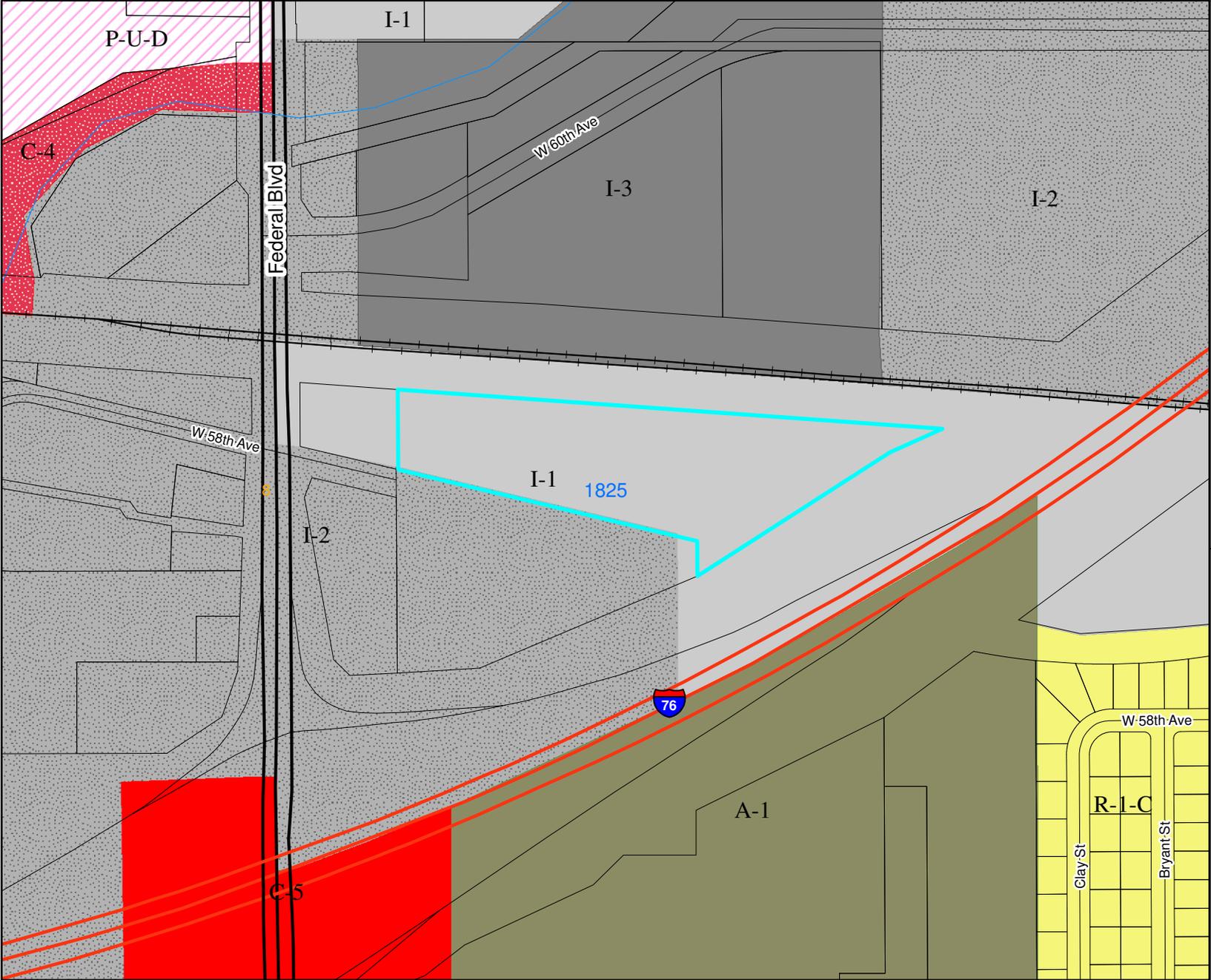


For display purposes only.



ADAMS COUNTY
COLLECTED

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)

Crown Castle IV
RCU2017-00018

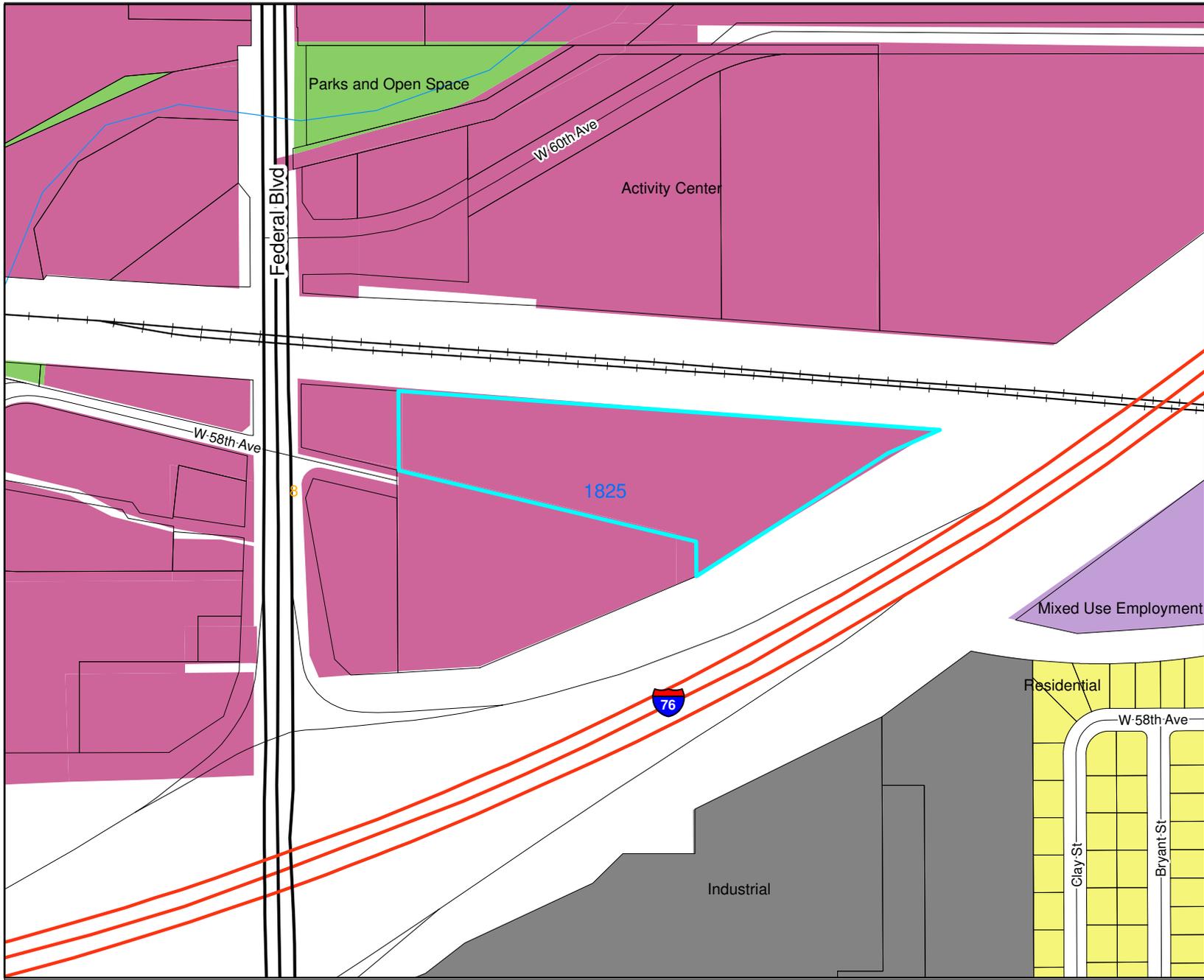


For display purposes only.



ADAMS COUNTY
 COLORADO

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- Legend**
- +— Railroad
 - Major Water
 - Zoning Line
 - Sections

Crown Castle IV
RCU2017-00018

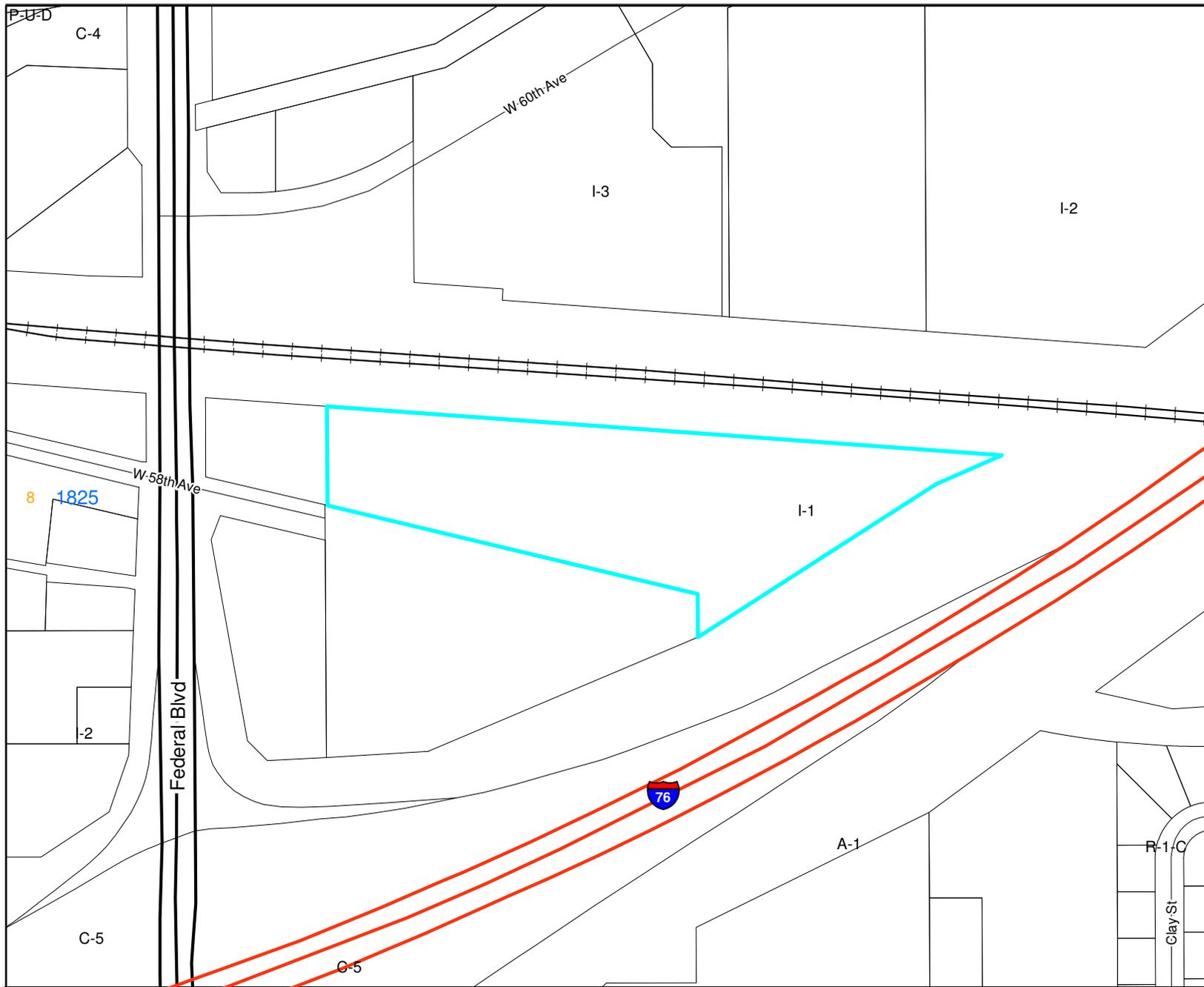


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ADAMS COUNTY
 COLORADO

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LEGEND

- Special Zoning Conditions
- Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

Crown Castle IV
RCU2017-00018



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

Marken Telecommunication Services, LLC

PROJECT EXPLANATION

To: Adams County Community Development Department
From: Mark McGarey, Marken Telecom Services on behalf of Crown Castle
Date: April 2017
Re: Conditional Use Permit Extension Request, 5800 Federal Blvd, BUN 877001

Site Location: 5800 Federal Blvd, APN: 0182508400047

Facility Owner: Crown Castle
222 E. Carrillo Street, #107
Santa Barbara CA 93101
Attn: Jon Dohm

Applicant: Marken Telecom Services
3308 Birch Road
Frederick, CO 80504
303-485-0912

Property Owner: Fed58 LLC
3535 Larimer Street
Denver, CO 80205

Case History: Original Approval - Case #1996-101-C and RCU 2000-031.
Extension of use permit under RCU2007-00020.
Permit Expires August 2017.

Request:

Crown Castle respectfully requests an extension to the original use permit to allow the cell site to continue to operate at 5800 Federal Blvd. There are no proposed changes or alterations to the facility and Crown anticipates the need for this facility for many years to come. With this application, Crown desires to keep the facility permitted and operational for at least an additional ten years.

Site Details:

The facility is located in an industrial zone at 5800 Federal Blvd. and includes a 90' monopole containing four antenna arrays for Sprint, AT&T, Verizon and T-Mobile. The pole is located in the rear of the subject parcel, Sterling Marine, inside an approximately 1920 sq. ft. fenced compound within the .77 acre subject parcel. In addition to the pole, the lease area contains four radio equipment pads with outdoor equipment. The site is secured behind a 6' chain link fence. Surrounding lands are similarly zoned I-2 and I-3.

Crown and their carrier tenants, have no intention of decommissioning this facility in the near-term and would request the longest time extension allowable with this CUP. Crown is unaware of any negative input regarding the facility. The site provides cellular coverage for cell phone users in the vicinity of the facility, including E911 service. The pole can accommodate additional uses and Crown is actively marketing this facility for future tenant's use.

Marken Telecommunication Services, LLC

Review Criteria:

1. The site is in the I-1 industrial zoning district. This facility is an appropriate use in this district as evidenced by the original CUP approval and no negative feedback since the site has been in place.
2. The industrial zoning regs allow for telecom use with the CUP. The original CUP approval approved the 90' height. This height is still required for optimal coverage by the carrier tenants. A reduction in the height of the tower will result in coverage gaps requiring additional facilities to be located elsewhere.
3. All applicable performance standards will be met. Crown Castle strives to maintain all their facilities in good maintenance and will meet all current applicable local, state and federal permits and regulations. The site remains collocatable and Crown anticipates the continued need for this facility for many years.
4. The neighborhood surrounding the facility is industrial and rural in nature and this facility poses no adverse impacts on surrounding owners, creates little traffic, no noise, vibration, lighting or dust of any kind. No additional landscape screening is proposed since the site has been in place for years and is surrounded by heavy industrial uses.
5. There are no off-site impacts that need to be addressed in allowing the continuing operation of this facility. There are no changes to the site being requested. There is no intensification of the use.
6. There are no physical space constraints nor environmental impacts of any kind being created through the extension of this use permit. Visual impacts of the facility have become an accepted use on this property and there have been no recorded objections to the facility.
7. No changes are being requested to the layout of the facility nor are any needed.
8. The existing infrastructure is adequate to support this site now and in the future. Water and sewer are not required by the unmanned facility. Power is proved by the property owner to Crown under the terms of the lease.

Please contact me at 303-485-0912 or via email at marken.co@comcast.net if you have any questions and/or need additional information.



CROWN CASTLE SITE NAME: STERLING MARINE
CROWN CASTLE BU NUMBER: 877001
SITE ADDRESS: 5800 FEDERAL BLVD.
 DENVER, CO 80221
SITE TYPE: MONOPOLE TOWER
PROJECT: REZONE CONDITIONAL USE PERMIT
CASE #: TBD

PLANS PREPARED FOR:

2055 S. Stearman Drive
Chandler, AZ 85286

PLANS PREPARED BY:

FROM ZERO TO INFINIGY
the solutions are endless

1490 W. 121st Avenue, Suite 101
Westminster, CO 80234
Office # (303) 219-1178
Fax # (303) 242-8636
JOB NUMBER 425-000

ENGINEERING LICENSE:

DRAWING NOTICE:
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REVISIONS:	DESCRIPTION	DATE	BY	REV
	REVISED/ISSUED FOR ZONING	12/08/17	CKE	E
	REVISED/ISSUED FOR ZONING	11/17/17	CKE	D
	REVISED/ISSUED FOR ZONING	10/12/17	SF	C
	REVISED/ISSUED FOR ZONING	04/19/17	CKE	B
	ISSUED FOR ZONING	04/14/17	CKE	A

SITE NAME:
STERLING MARINE

BUSINESS UNIT #:
 877001

SITE ADDRESS:
 5800 FEDERAL BLVD.
 DENVER, CO 80221

SHEET DESCRIPTION:
TITLE SHEET & PROJECT DATA

SHEET NUMBER:
T-1

SITE INFORMATION

APPLICANT:
 GLOBAL SIGNAL ACQUISITIONS II, LLC.

CONTACT:
 JON DOHM – ZONING MANAGER, WEST AREA
 510 CASTILLO ST. – STE. 302
 SANTA BARBARA, CA 93101
 (805) 957-1629

CONSULTING ENGINEER:
 INFINIGY
 1490 W. 121ST AVENUE, SUITE 101
 WESTMINSTER, CO 80234

CONTACT:
 MARK McGAREY
 3308 BIRCH RD.
 LONGMONT, CO 80504

LATITUDE (NAD83):
 39° 48' 10.10" N
 39.802806°

LONGITUDE (NAD83):
 105° 01' 17.20" W
 -105.021444°

COUNTY:
 ADAMS

ZONING JURISDICTION:
 ADAMS COUNTY

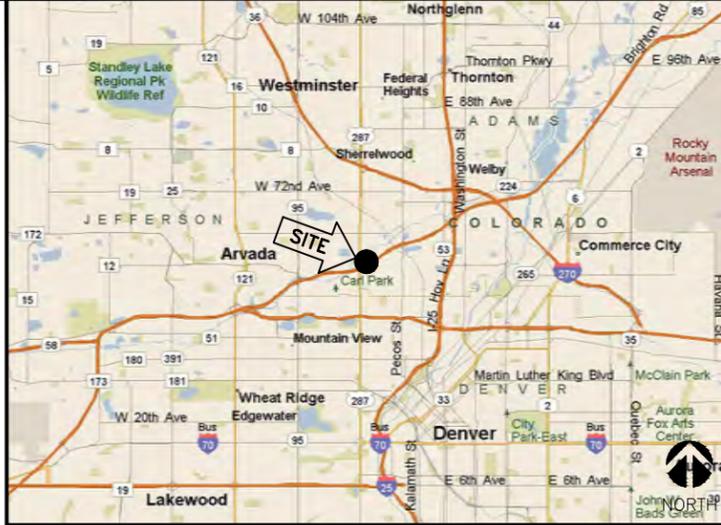
ZONING CLASSIFICATION:
 TBD

APN:
 0182508400047

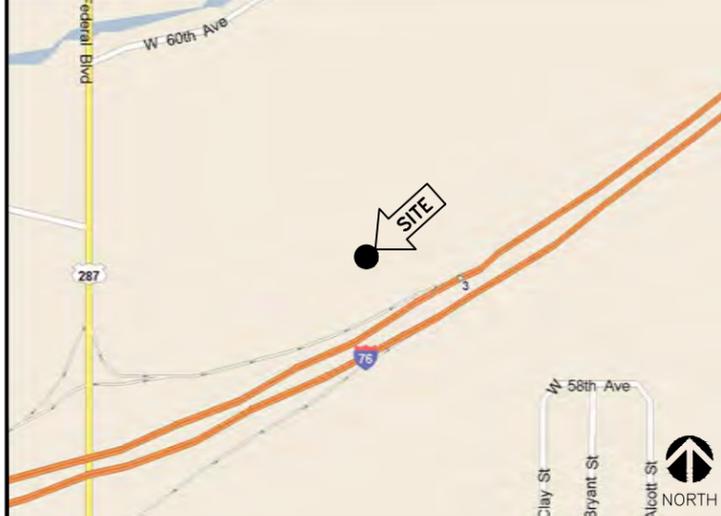
POWER COMPANY:
 XCEL ENERGY
 (612) 330-5500

TELCO PROVIDER:
 CENTURYLINK
 (281) 359-9519

AREA MAP



LOCATION MAP



PROJECT DESCRIPTION

CROWN CASTLE PROPOSES TO REZONE CONDITIONAL USE PERMIT (CASE #: TBD) AS PER EXISTING CONDITIONS FOR AN UNMANNED TELECOMMUNICATION AND PUBLIC UTILITY FACILITY.

THESE PLANS HAVE BEEN DEVELOPED FOR THE REZONING OF AN UNMANNED TELECOMMUNICATION AND PUBLIC UTILITY FACILITY OWNED OR LEASED BY CROWN CASTLE IN ACCORDANCE WITH THE SCOPE OF WORK PROVIDED BY CROWN CASTLE. INFINIGY HAS INCORPORATED THIS SCOPE OF WORK IN THE PLANS. THESE PLANS ARE NOT FOR CONSTRUCTION UNLESS ACCOMPANIED BY A PASSING STRUCTURAL STABILITY ANALYSIS PREPARED BY A LICENSED STRUCTURAL ENGINEER.

APPLICABLE CODES

- ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALL IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.
- INTERNATIONAL BUILDING CODE (2015 IBC)
 - TIA-EIA-222-G OR LATEST EDITION
 - NFPA 780 – LIGHTNING PROTECTION CODE
 - 2011 NATIONAL ELECTRIC CODE OR LATEST EDITION
 - ANY OTHER NATIONAL OR LOCAL APPLICABLE CODES, MOST RECENT EDITIONS
 - CO BUILDING CODE
 - LOCAL BUILDING CODE
 - CITY/COUNTY ORDINANCES

DRAWING INDEX

SHEET NO:	SHEET TITLE	REV
T-1	TITLE SHEET & PROJECT DATA	D
LS-1	SURVEY	1
LS-2	SURVEY	1
Z-1	OVERALL SITE PLAN	D
Z-2	ENLARGED SITE PLAN	D
Z-3	TOWER ELEVATION (NORTH FACE)	D
Z-4	TOWER ELEVATION (EAST FACE)	D
Z-5	ANTENNA LAYOUTS	D
Z-6	ANTENNA LOADING CHARTS	D
Z-7	ANTENNA LOADING CHARTS	D



SURVEYOR NOTES

- ALL INFORMATION IS BASED UPON A OWNERSHIP AND ENCUMBRANCE REPORT PREPARED BY OLD REPUBLIC SPECIALIZED COMMERCIAL SERVICES, ORDER NO.: 01-17051456-01S EFFECTIVE DATE: 07/11/2017.
- SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
- THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.
- SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

SCHEDULE B EXCEPTIONS

- MEMORANDUM OF PCS SITE SITE AGREEMENT, BY AND BETWEEN JOHN E. WHITE, JR., AND SPRINT SPECTRUM L.P., AND RECORDED 12/18/1996 AS BOOK 4748, PAGE 178 OF ADAMS COUNTY RECORDS.

NOTE: MEMORANDUM OF AGREEMENT, RECORDED 11/27/2011, AS INSTRUMENT NO. C0891417 OF ADAMS COUNTY RECORDS.

NOTE: MEMORANDUM OF PURCHASE AND SALE OF LEASE AND SUCCESSOR LEASE, RECORDED 08/08/2005, AS INSTRUMENT NO. 2005000839720 OF ADAMS COUNTY RECORDS.

NOTE: AFFIDAVIT OF FACTS RELATING TO TITLE, RECORDED 10/26/2005, AS INSTRUMENT NO. 2005001178110 OF ADAMS COUNTY RECORDS.

NOTE: MEMORANDUM OF ASSIGNMENT, BY AND BETWEEN WIRELESS CAPITAL PARTNERS, LLC, ASSIGNOR, AND MW CELL REIT 1 LLC, ASSIGNEE, RECORDED 06/04/2007, AS INSTRUMENT NO. 2007000053791 OF ADAMS COUNTY RECORDS.

NOTE: MEMORANDUM OF THIRD AMENDMENT TO PCS SITE AGREEMENT, RECORDED 05/19/2010, AS INSTRUMENT NO. 2010000033220 OF ADAMS COUNTY RECORDS.

NOTE: MEMORANDUM OF FIRST AMENDMENT TO PURCHASE AND SALE OF LEASE AND SUCCESSOR LEASE, RECORDED 09/13/2011, AS INSTRUMENT NO. 2011000058882 OF ADAMS COUNTY RECORDS.

- MEMORANDUM OF AGREEMENT, BY AND BETWEEN JOHN E. WHITE, JR., AND NEWTEL WEST CORP., AND RECORDED 07/05/2000 AS INSTRUMENT NO. C0886598 OF ADAMS COUNTY RECORDS.

NOTE: CORRECTED MEMORANDUM OF AGREEMENT, RECORDED 08/06/2001, AS INSTRUMENT NO. C0838319 OF ADAMS COUNTY RECORDS.

NOTE: MEMORANDUM OF PURCHASE AND SALE OF LEASE AND SUCCESSOR LEASE, RECORDED 08/08/2005, AS INSTRUMENT NO. 2005000839710 OF ADAMS COUNTY RECORDS.

NOTE: MEMORANDUM OF ASSIGNMENT, BY AND BETWEEN WIRELESS CAPITAL PARTNERS, LLC, ASSIGNOR, AND MW CELL REIT 1 LLC, ASSIGNEE, RECORDED 06/04/2007, AS INSTRUMENT NO. 2007000053796 OF ADAMS COUNTY RECORDS.

NOTE: MEMORANDUM OF FIRST AMENDMENT TO PURCHASE AND SALE OF LEASE AND SUCCESSOR LEASE, RECORDED 09/13/2011, AS INSTRUMENT NO. 201100005884 OF ADAMS COUNTY RECORDS.

ITEMS 1-4, 6 AND 8-10 OF THE CLIENT PROVIDED TITLE REPORT DO NOT CONTAIN GRAPHICALLY PLOTTABLE EASEMENTS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES, AND/OR BLANKET IN NATURE OR DO NOT AFFECT SUBJECT SITE. THE SURVEYOR CANNOT GUARANTEE THAT NON-PLOTTABLE ENCUMBRANCES DO NOT EXIST THAT MAY AFFECT THE SUBJECT LEASED PREMISES.

PROJECT META DATA

- ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) ESTABLISHED FROM GPS DERIVED ELLIPSOID HEIGHTS, APPLYING GEOID 09 SEPARATIONS CONSTRAINING TO NGS CORS STATIONS PROVIDED IN THE "ONLINE POSITIONING USER SERVICE" (OPUS) SOLUTION FOR THIS SPECIFIC SITE.
- BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM COLORADO STATE PLANE COORDINATE ZONE NORTH, DETERMINED BY GPS OBSERVATIONS.
- FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 07/27/2017.

FLOOD ZONE DESIGNATION

THE PROPOSED LEASE PREMISES SHOWN HEREON APPEAR TO BE WITHIN FLOOD ZONE "X" AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP NO. 08001C0592H DATED 03/05/2007.

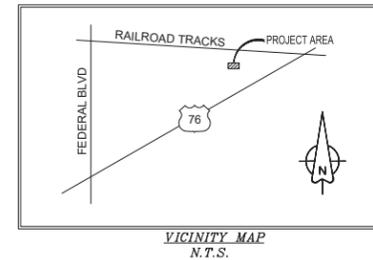
FLOOD ZONE "X" IS DEFINED AS: AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN; DETERMINED TO BE OUTSIDE THE 1% AND 0.2% ANNUAL CHANCE FLOODPLAINS.

LESSOR'S LEGAL DESCRIPTION

SITUATED IN THE COUNTY OF ADAMS, STATE OF COLORADO:

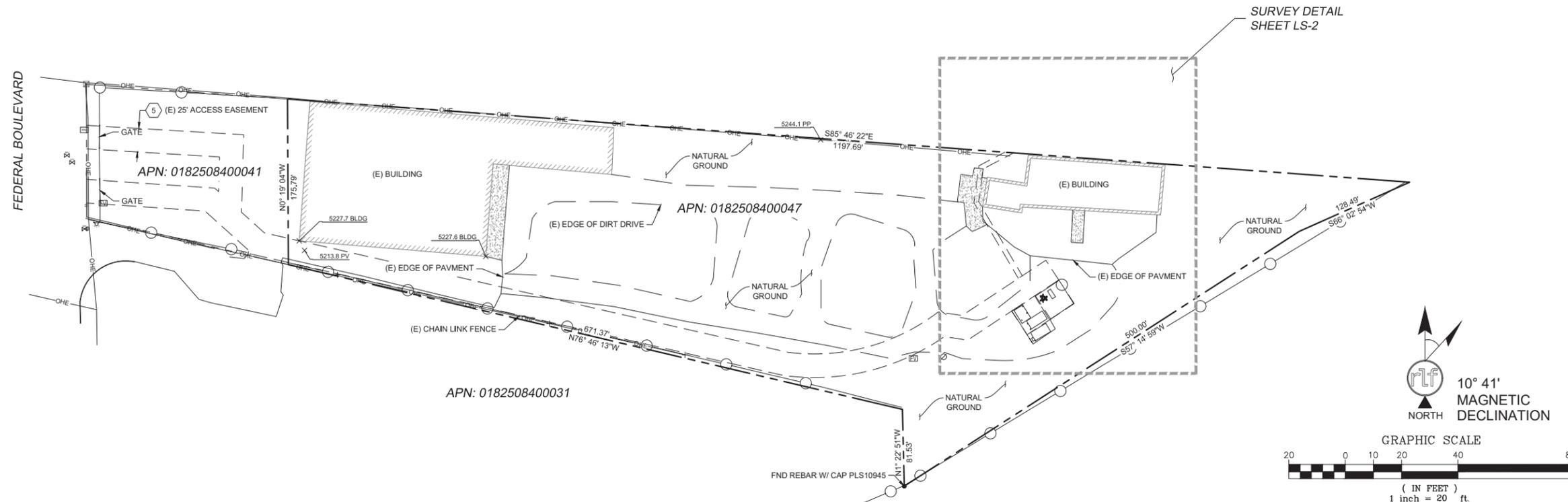
A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE NORTH 00°18'16" WEST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 A DISTANCE 1766.13 FEET; THENCE SOUTH 76°45'25" EAST A DISTANCE OF 276.99 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°18'16" WEST A DISTANCE OF 174.72 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE D&RGW RAILROAD; THENCE SOUTH 85°45'34" EAST A DISTANCE OF 1197.69 FEET TO THE COLORADO STATE HIGHWAY DEPARTMENT WESTERLY RIGHT OF WAY LINE; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 66°03'42" WEST A DISTANCE OF 128.49 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 57°15'47" WEST A DISTANCE OF 500.00 FEET; THENCE NORTH 01°22'03" WEST A DISTANCE OF 81.53 FEET; THENCE NORTH 76°45'25" WEST A DISTANCE OF 671.45 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.



LEGEND

- ALUMINUM CAP FLUSH
- FOUND AS NOTED
- ELECTRICAL PULL BOX
- ELECTRIC METER
- ELECTRIC SWITCH
- ELECTRIC CABINET
- ELECTRIC VAULT
- FIBER VAULT
- POWER POLE
- DOWN GUY
- FIRE DEPT. CONNECTION
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- WATER MANHOLE
- BREAKLINE
- SPOT ELEVATION
- SCHEDULE B HEX
- POSITION OF GEODETIC COORDINATES
- PROPERTY LINE
- PROPERTY LINE (OTHER)
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- CHAIN LINK FENCE
- OVERHEAD ELECTRIC LINE
- APN ASSESSORS PARCEL NUMBER
- BLDG BUILDING
- CAB CABINET
- CLF CHAIN LINK FENCE
- CS CONCRETE SURFACE
- D/W DRIVEWAY
- EC ELECTRIC CABINET
- EV ELECTRIC VAULT
- NG NATURAL GRADE
- PV ASPHALT
- RW RIGHT OF WAY



CROWN CASTLE
 2055 S. STEARMAN DRIVE
 CHANDLER, AZ 85286
 OFFICE: (602) 845-1722

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 7301 Federal Blvd, Suite 301
 Westminster, CO 80030
 Office # (303) 219-1178
 Fax # (303) 242-8636
 JOB NUMBER 382-000

FIELD BY:	PAC
DRAWN BY:	CRS
CHECKED BY:	ABM

REVISIONS		
NO.	DATE	DESCRIPTION
1	08/03/17	PRELIMINARY

RLF CONSULTING
 LAND SURVEY • MAPPING SOLUTIONS
 254 N. STADIUM DR. • FENNER AZ 85089
 WWW.RLFCONSULTING.COM • 480-452-0262



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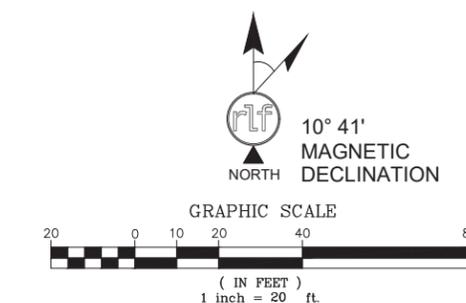
PROJECT No.
17005003

SITE NAME:
CUP 877001
STERLING MARINE

SITE ADDRESS:
5800 FEDERAL BOULEVARD
DENVER, CO 80221

SHEET TITLE:
TOPOGRAPHIC SURVEY

SHEET NO. LS-1	REVISION:
--------------------------	-----------



FIELD BY:	PAC
DRAWN BY:	CRS
CHECKED BY:	ABM

REVISIONS		
NO.	DATE	DESCRIPTION
1	08/03/17	PRELIMINARY



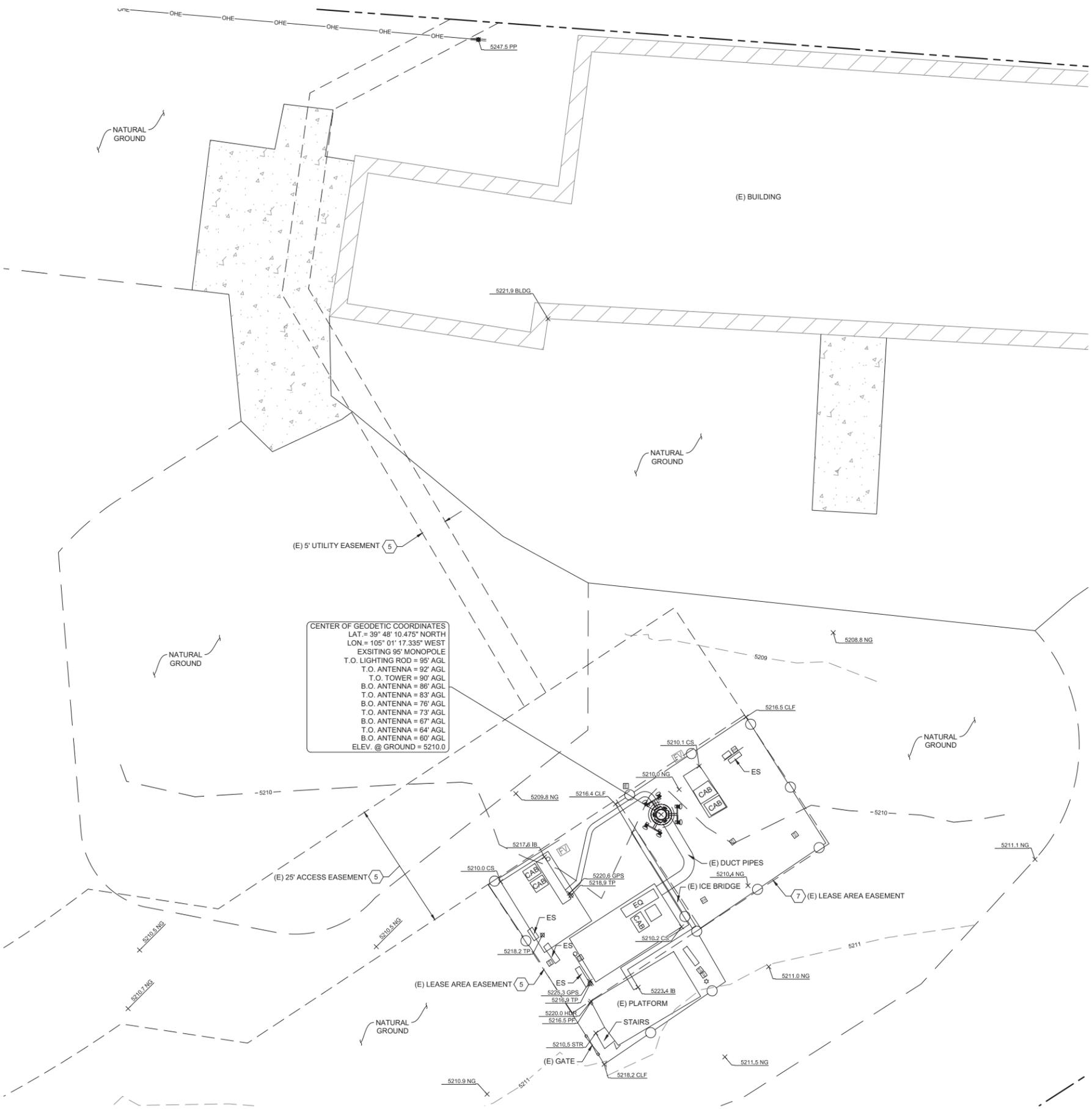
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PROJECT NO.
17005003
 SITE NAME:
 CUP 877001
 STERLING MARINE

SITE ADDRESS:
 5800 FEDERAL BOULEVARD
 DENVER, CO 80221

SHEET TITLE:
TOPOGRAPHIC SURVEY

SHEET NO. LS-1	REVISION:
--------------------------	-----------



CENTER OF GEODETIC COORDINATES
 LAT. = 39° 48' 10.475" NORTH
 LON. = 105° 01' 17.335" WEST
 EXISTING 95' MONOPOLE
 T.O. LIGHTING ROD = 95' AGL
 T.O. ANTENNA = 92' AGL
 T.O. TOWER = 90' AGL
 B.O. ANTENNA = 88' AGL
 T.O. ANTENNA = 83' AGL
 B.O. ANTENNA = 76' AGL
 T.O. ANTENNA = 73' AGL
 B.O. ANTENNA = 67' AGL
 T.O. ANTENNA = 64' AGL
 B.O. ANTENNA = 60' AGL
 ELEV. @ GROUND = 5210.0

LEGEND

- ⊙ ALUMINUM CAP FLUSH
- FOUND AS NOTED
- ELECTRICAL PULL BOX
- ▣ ELECTRICAL METER
- ▢ ELECTRICAL SWITCH
- ▤ ELECTRICAL CABINET
- ▥ ELECTRICAL VAULT
- ▧ FIBER VAULT
- ⚡ POWER POLE
- ⤵ DOWN GUY
- ⚡ FIRE DEPT. CONNECTION
- ⚡ FIRE HYDRANT
- ⚡ WATER VALVE
- ⚡ WATER METER
- ⊕ WATER MANHOLE
- BREAKLINE
- ⓧ SPOT ELEVATION
- ② SCHEDULE B HEX
- Ⓧ POSITION OF GEODETIC COORDINATES
- PROPERTY LINE
- PROPERTY LINE (OTHER)
- RIGHT-OF-WAY LINE
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- CHAIN LINK FENCE
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- CAB CABINET
- CLF CHAIN LINK FENCE
- CS CONCRETE SURFACE
- D/W DRIVEWAY
- EC ELECTRICAL CABINET
- EV ELECTRICAL VAULT
- NG NATURAL GRADE
- PV ASPHALT
- R/W RIGHT OF WAY



08° 16' MAGNETIC DECLINATION
 GRAPHIC SCALE
 (IN FEET)
 1 inch = 10 ft.

INFORMATION CONTAINED WITHIN DRAWINGS IS BASED ON PROVIDED INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.

PLANS PREPARED FOR:



2055 S. Stearman Drive
Chandler, AZ 85286

PLANS PREPARED BY:



FROM ZERO TO INFINIGY
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1490 W. 121st Avenue, Suite 101
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REVISIONS:	DESCRIPTION	DATE	BY	REV
	REVISED/ISSUED FOR ZONING	12/08/17	CKE	E
	REVISED/ISSUED FOR ZONING	11/17/17	CKE	D
	REVISED/ISSUED FOR ZONING	10/12/17	SF	C
	REVISED/ISSUED FOR ZONING	04/19/17	CKE	B
	ISSUED FOR ZONING	04/14/17	CKE	A

SITE NAME:

STERLING MARINE

BUSINESS UNIT #:

877001

SITE ADDRESS:

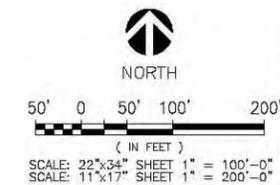
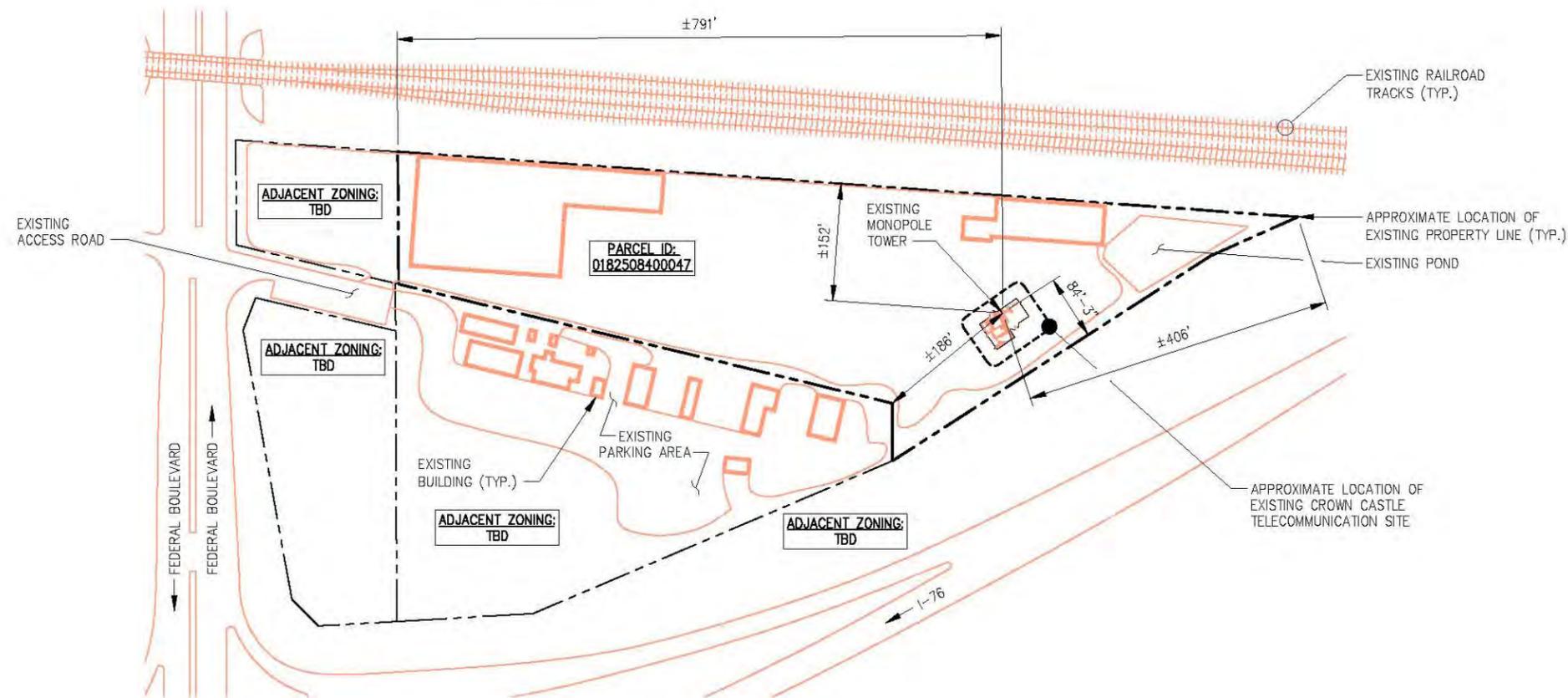
5800 FEDERAL BLVD.
DENVER, CO 80221

SHEET DESCRIPTION:

OVERALL SITE PLAN

SHEET NUMBER:

Z-1

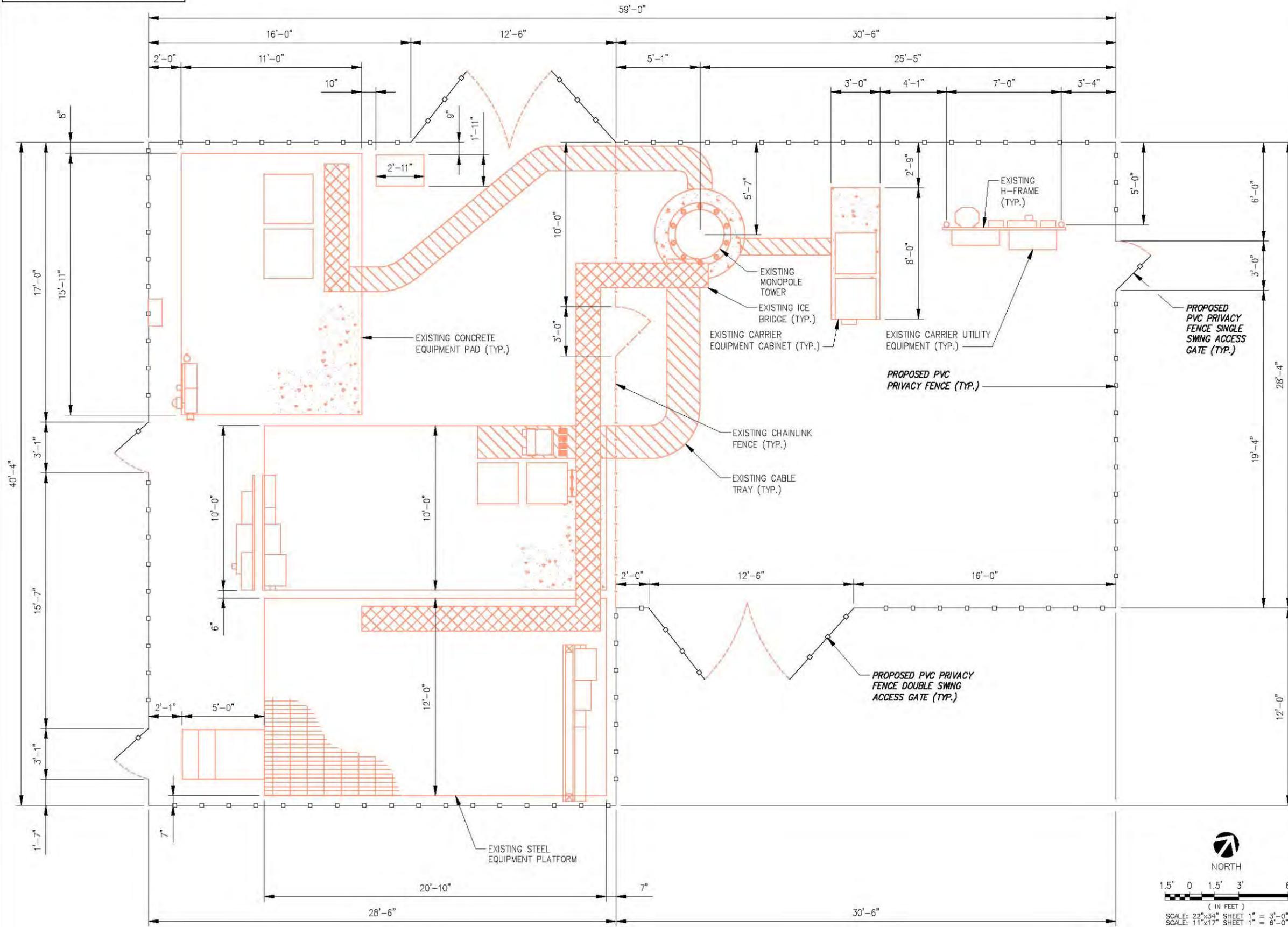


OVERALL SITE PLAN

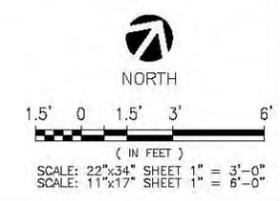
SCALE: AS NOTED

1

INFORMATION CONTAINED WITHIN DRAWINGS IS BASED ON PROVIDED INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.



ENLARGED SITE PLAN



SCALE: AS NOTED 1

PLANS PREPARED FOR:



2055 S. Stearman Drive
Chandler, AZ 85286

PLANS PREPARED BY:



FROM ZERO TO INFINIGY
the solutions are endless

1490 W. 121st Avenue, Suite 101
Westminster, CO 80234
Office # (303) 219-1178
Fax # (303) 242-8636
JOB NUMBER 425-000

ENGINEERING LICENSE:

DRAWING NOTICE:

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REVISIONS:

DESCRIPTION	DATE	BY	REV
REVISED/ISSUED FOR ZONING	12/08/17	CKE	E
REVISED/ISSUED FOR ZONING	11/17/17	CKE	D
REVISED/ISSUED FOR ZONING	10/12/17	SF	C
REVISED/ISSUED FOR ZONING	04/19/17	CKE	B
ISSUED FOR ZONING	04/14/17	CKE	A

SITE NAME:

STERLING MARINE

BUSINESS UNIT #:

877001

SITE ADDRESS:

5800 FEDERAL BLVD.
DENVER, CO 80221

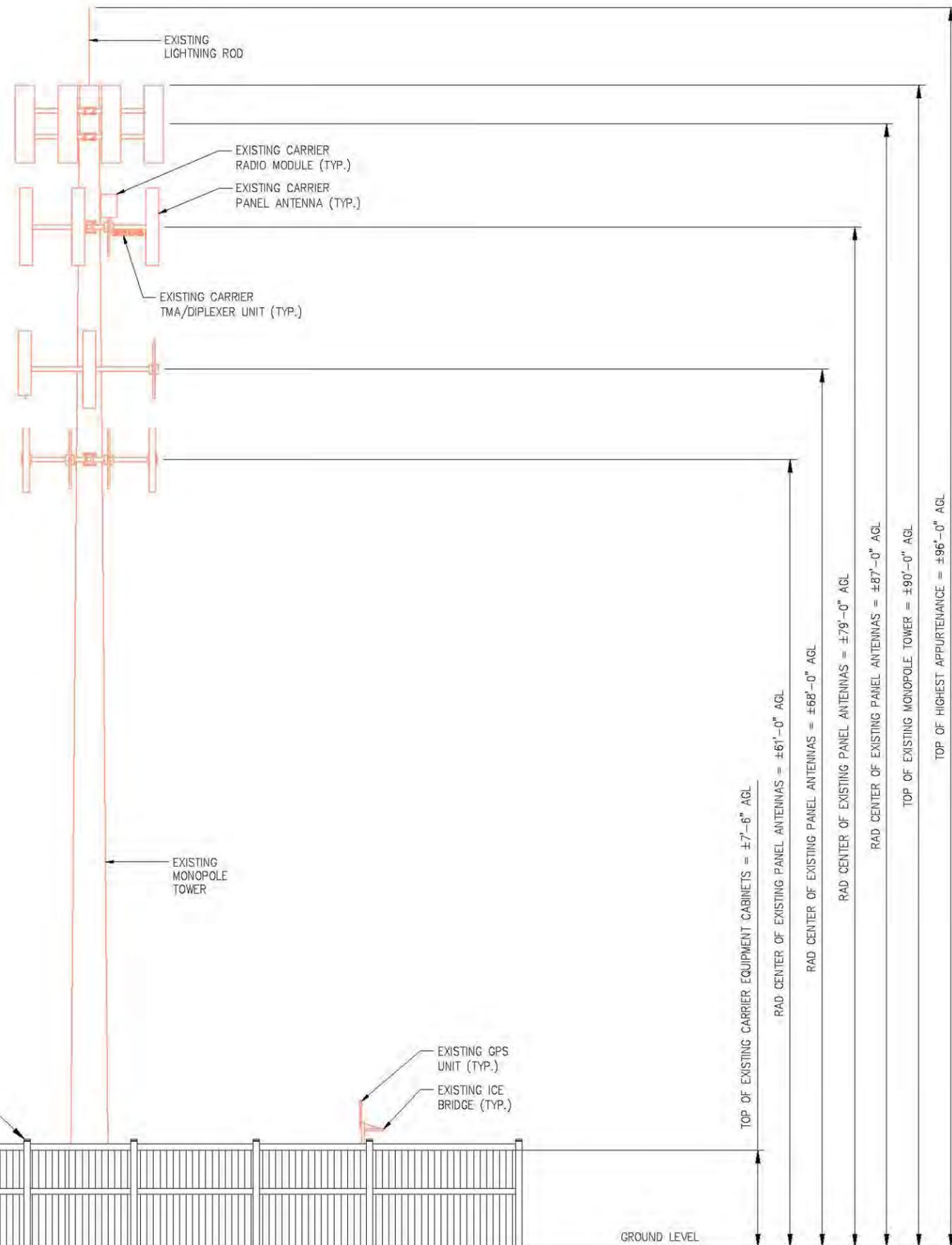
SHEET DESCRIPTION:

ENLARGED
SITE PLAN

SHEET NUMBER:

Z-2

INFINIGY ENGINEERING HAS NOT EVALUATED THE TOWER OR MOUNT FOR THIS SITE AND ASSUMES NO RESPONSIBILITY FOR ITS STRUCTURAL INTEGRITY. REFER TO STRUCTURAL ANALYSIS BY OTHERS PRIOR TO ANY CONSTRUCTION.



INFORMATION CONTAINED WITHIN DRAWINGS IS BASED ON PROVIDED INFORMATION.

EXISTING TOWER ELEVATION (NORTH FACE)

NO SCALE

1

PLANS PREPARED FOR:



2055 S. Stearman Drive
Chandler, AZ 85286

PLANS PREPARED BY:



FROM ZERO TO INFINIGY
the solutions are endless

1490 W. 121st Avenue, Suite 101
Westminster, CO 80234
Office # (303) 219-1178
Fax # (303) 242-8636

JOB NUMBER 425-000

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REVISIONS:	DESCRIPTION	DATE	BY	REV
REVISED/ISSUED FOR ZONING		12/08/17	CKE	E
REVISED/ISSUED FOR ZONING		11/17/17	CKE	D
REVISED/ISSUED FOR ZONING		10/12/17	SF	C
REVISED/ISSUED FOR ZONING		04/19/17	CKE	B
ISSUED FOR ZONING		04/14/17	CKE	A

SITE NAME:

STERLING MARINE

BUSINESS UNIT #:

877001

SITE ADDRESS:

5800 FEDERAL BLVD.
DENVER, CO 80221

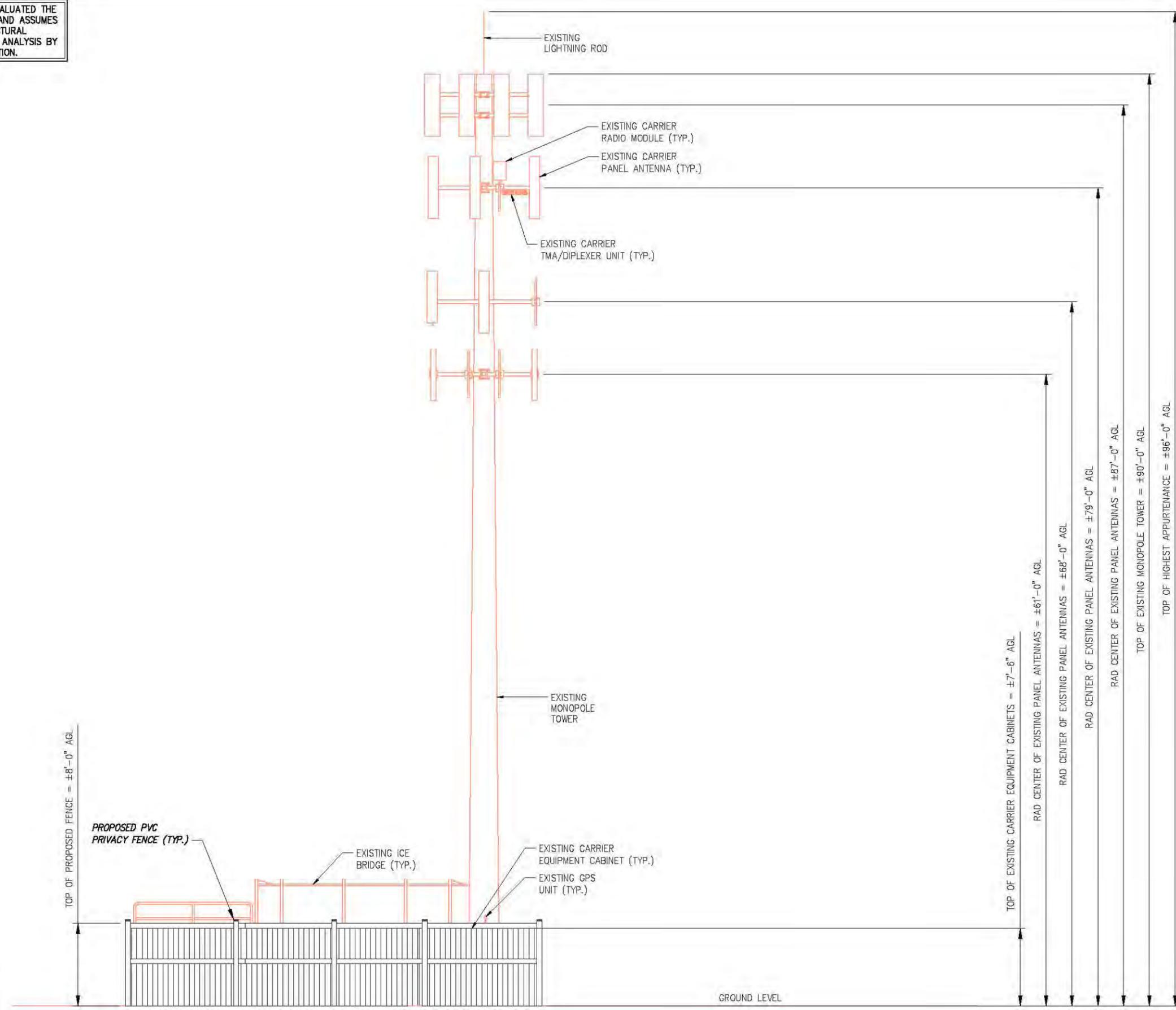
SHEET DESCRIPTION:

TOWER ELEVATION
(NORTH FACE)

SHEET NUMBER:

Z-3

INFINIGY ENGINEERING HAS NOT EVALUATED THE TOWER OR MOUNT FOR THIS SITE AND ASSUMES NO RESPONSIBILITY FOR ITS STRUCTURAL INTEGRITY. REFER TO STRUCTURAL ANALYSIS BY OTHERS PRIOR TO ANY CONSTRUCTION.



INFORMATION CONTAINED WITHIN DRAWINGS IS BASED ON PROVIDED INFORMATION.

EXISTING TOWER ELEVATION (EAST FACE)

NO SCALE

1

PLANS PREPARED FOR:



2055 S. Stearman Drive
Chandler, AZ 85286

PLANS PREPARED BY:



1490 W. 121st Avenue, Suite 101
Westminster, CO 80234
Office # (303) 219-1178
Fax # (303) 242-8636
JOB NUMBER 425-000

ENGINEERING LICENSE:

DRAWING NOTICE:

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REVISIONS:	DESCRIPTION	DATE	BY	REV
	REVISED/ISSUED FOR ZONING	12/08/17	CKE	E
	REVISED/ISSUED FOR ZONING	11/17/17	CKE	D
	REVISED/ISSUED FOR ZONING	10/12/17	SF	C
	REVISED/ISSUED FOR ZONING	04/19/17	CKE	B
	ISSUED FOR ZONING	04/14/17	CKE	A

SITE NAME:

STERLING MARINE

BUSINESS UNIT #:

877001

SITE ADDRESS:

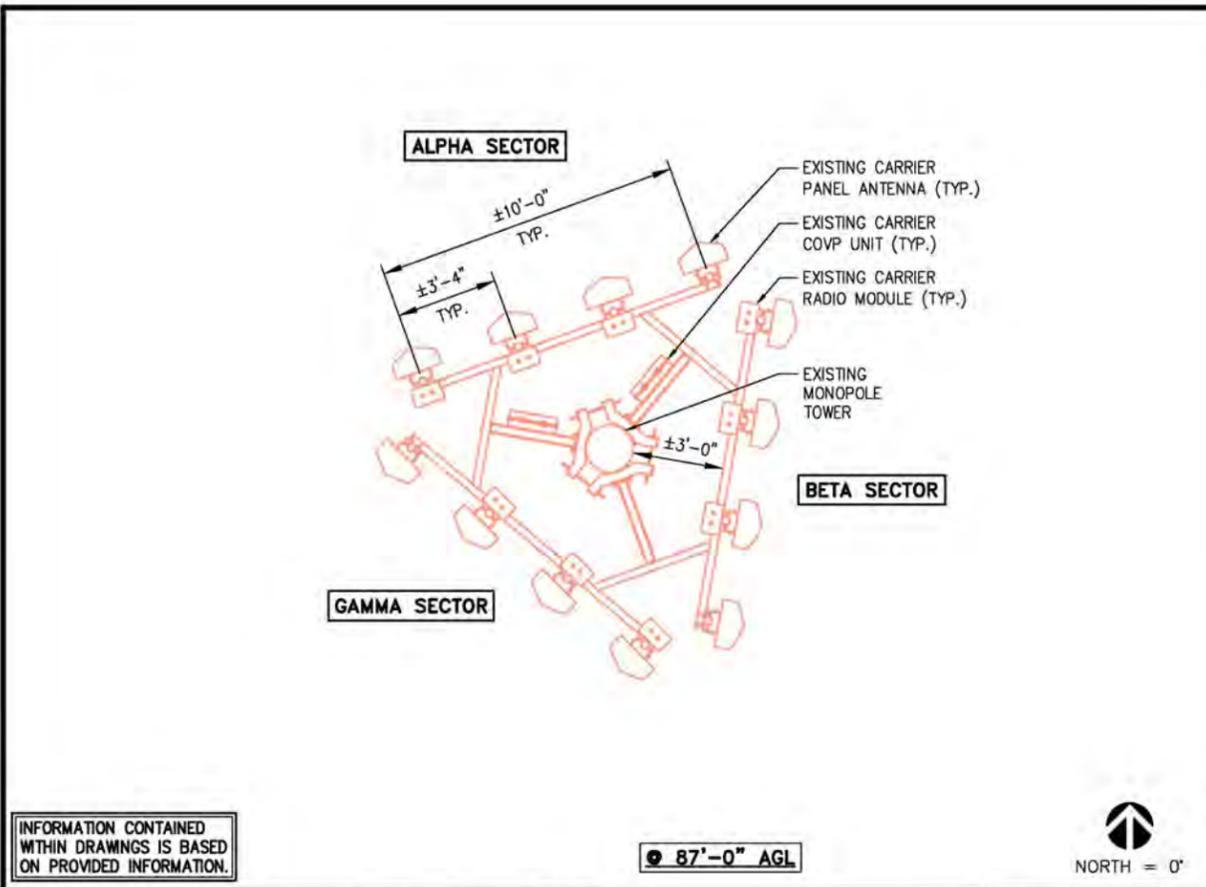
5800 FEDERAL BLVD.
DENVER, CO 80221

SHEET DESCRIPTION:

TOWER ELEVATION
(EAST FACE)

SHEET NUMBER:

Z-4



INFORMATION CONTAINED
WITHIN DRAWINGS IS BASED
ON PROVIDED INFORMATION.

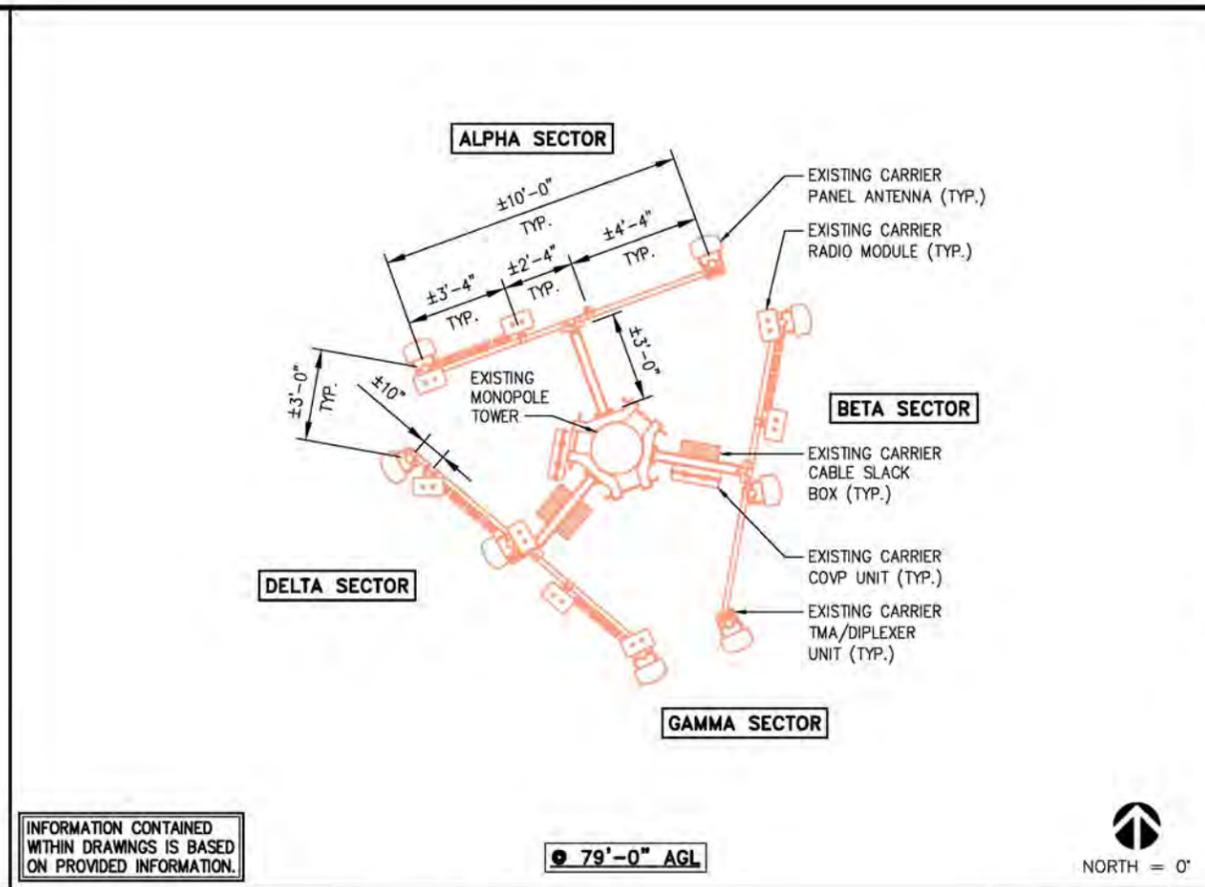
87'-0" AGL



EXISTING ANTENNA LAYOUT

NO SCALE

2



INFORMATION CONTAINED
WITHIN DRAWINGS IS BASED
ON PROVIDED INFORMATION.

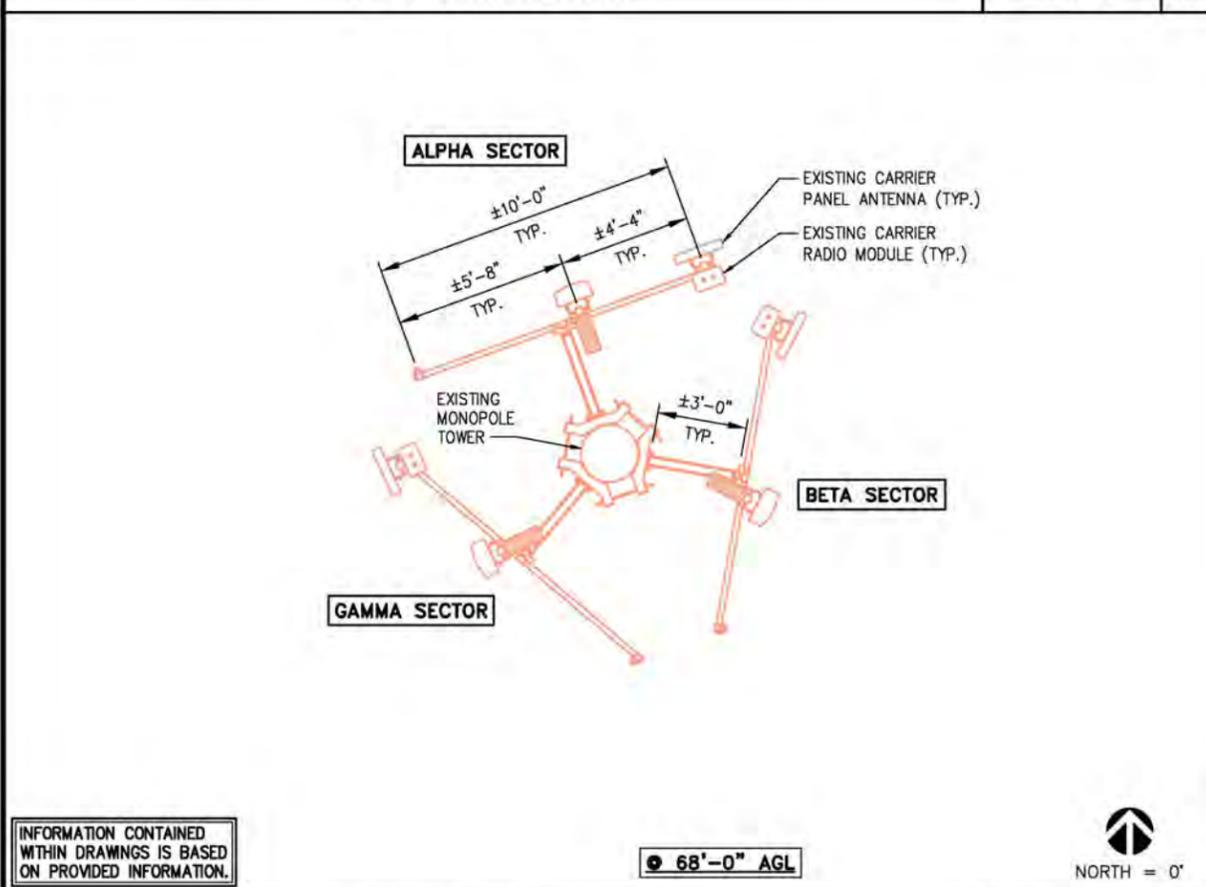
79'-0" AGL



EXISTING ANTENNA LAYOUT

NO SCALE

3



INFORMATION CONTAINED
WITHIN DRAWINGS IS BASED
ON PROVIDED INFORMATION.

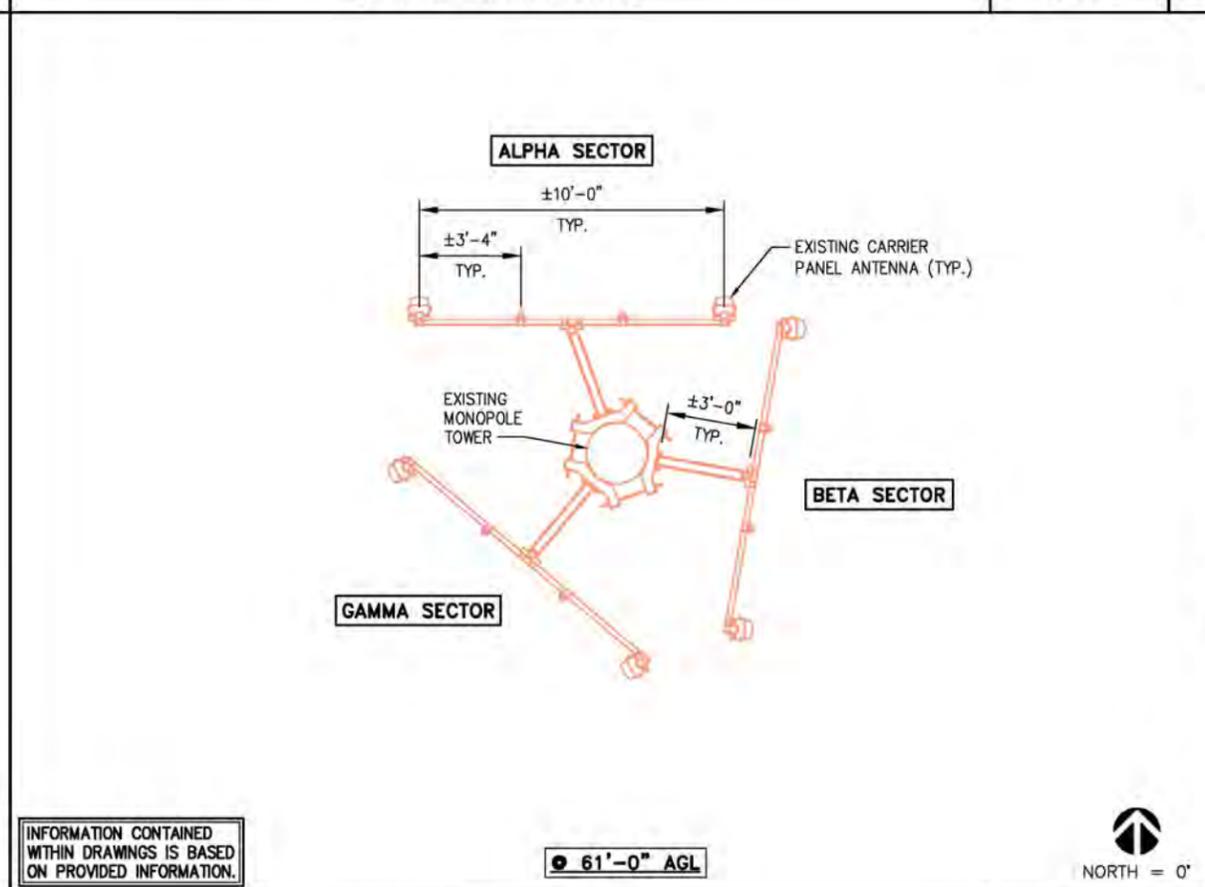
68'-0" AGL



EXISTING ANTENNA LAYOUT

NO SCALE

4



INFORMATION CONTAINED
WITHIN DRAWINGS IS BASED
ON PROVIDED INFORMATION.

61'-0" AGL



EXISTING ANTENNA LAYOUT

NO SCALE

5

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REVISIONS:

DESCRIPTION	DATE	BY	REV
REVISED/ISSUED FOR ZONING	12/08/17	OKE	E
REVISED/ISSUED FOR ZONING	11/17/17	OKE	D
REVISED/ISSUED FOR ZONING	10/12/17	SF	C
REVISED/ISSUED FOR ZONING	04/19/17	OKE	B
ISSUED FOR ZONING	04/14/17	OKE	A

SITE NAME:

STERLING MARINE

BUSINESS UNIT #:

877001

SITE ADDRESS:

5800 FEDERAL BLVD.
DENVER, CO 80221

SHEET DESCRIPTION:

ANTENNA LAYOUTS

SHEET NUMBER:

Z-5



2055 S. Stearman Drive
Chandler, AZ 85286



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Fax # (303) 242-8636

JOB NUMBER: 425-000

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REVISIONS:	DESCRIPTION	DATE	BY	REV
REVISED/ISSUED FOR ZONING		12/08/17	CXE	E
REVISED/ISSUED FOR ZONING		11/17/17	CXE	D
REVISED/ISSUED FOR ZONING		10/12/17	SF	C
REVISED/ISSUED FOR ZONING		04/19/17	CXE	B
ISSUED FOR ZONING		04/14/17	CXE	A

STERLING MARINE

877001

5800 FEDERAL BLVD.
DENVER, CO 80221

ANTENNA
LOADING CHARTS

Z-6

SECTOR	POSITION	ANTENNA (TYPE)	TECHNOLOGY	RRH	TMA/DIPLER	SQUID	RAD CENTER	AZIMUTH (TN)	DOWN TILT (MECH)	DOWN TILT (ELECT)	FEEDLINE	FEEDLINE QTY	RET CABLE
ALPHA	1	PANEL - 8'	LTE	TBD	N/A	1/ COVP	87	340	0	0	1-1/4" HYBRID	1	N/A
ALPHA	2	PANEL - 8'	LTE	TBD	N/A	N/A	87	340	0	0	1-1/4" HYBRID	SHARED WITH ALPHA 1	N/A
ALPHA	3	PANEL - 8'	LTE	TBD	N/A	N/A	87	340	0	0	1-1/4" HYBRID	SHARED WITH ALPHA 1	N/A
ALPHA	4	PANEL - 8'	GSM (DEAD)	N/A	N/A	N/A	87	340	0	0	N/A	N/A	N/A
BETA	1	PANEL - 8'	LTE	TBD	N/A	N/A	87	100	0	0	1-1/4" HYBRID	SHARED WITH ALPHA 1	N/A
BETA	2	PANEL - 8'	LTE	TBD	N/A	N/A	87	100	0	0	1-1/4" HYBRID	SHARED WITH ALPHA 1	N/A
BETA	3	PANEL - 8'	LTE	TBD	N/A	N/A	87	100	0	0	1-1/4" HYBRID	SHARED WITH ALPHA 1	N/A
BETA	4	PANEL - 8'	GSM (DEAD)	N/A	N/A	N/A	87	100	0	0	N/A	N/A	N/A
GAMMA	1	PANEL - 8'	LTE	TBD	N/A	1/ COVP	87	225	0	0	1-1/4" HYBRID	1	N/A
GAMMA	2	PANEL - 8'	LTE	TBD	N/A	N/A	87	225	0	0	1-1/4" HYBRID	SHARED WITH GAMMA 1	N/A
GAMMA	3	PANEL - 8'	LTE	TBD	N/A	N/A	87	225	0	0	1-1/4" HYBRID	SHARED WITH GAMMA 1	N/A
GAMMA	4	PANEL - 8'	GSM (DEAD)	N/A	N/A	N/A	87	225	0	0	N/A	N/A	N/A

*OR SIMILAR

ANTENNA LOADING CHART (±87'-0" AGL)

NO SCALE 1

SECTOR	POSITION	ANTENNA (TYPE)	TECHNOLOGY	RRH	TMA/DIPLER	SQUID	RAD CENTER	AZIMUTH (TN)	DOWN TILT (MECH)	DOWN TILT (ELECT)	FEEDLINE	FEEDLINE QTY	RET CABLE
ALPHA	1	PANEL - 8'	2.5	RRH-V3	1/ TMA1921B78-21A 1/ ECC1920-V PUB	N/A	79	340	TBD	TBD	1-1/4" HYBRID	SHARED WITH BETA 1	IRET AISGv1.1
ALPHA	2	PANEL - 8'	NV	RRH-C2A RRH-P4	1/ TMA1921B78-21A 1/ ECC1920-V PUB	N/A	79	340	TBD	TBD	1-1/4" HYBRID	SHARED WITH BETA 1	IRET AISGv1.1
ALPHA	3												
BETA	1	PANEL - 8'	2.5	RRH-V3	1/ TMA1921B78-21A 1/ ECC1920-V PUB	1/ COVP	79	80	TBD	TBD	1-1/4" HYBRID	1	IRET AISGv1.1
BETA	2	PANEL - 8'	NV	RRH-C2A RRH-P4	1/ TMA1921B78-21A 1/ ECC1920-V PUB	N/A	79	80	TBD	TBD	1-1/4" HYBRID	SHARED WITH BETA 1	IRET AISGv1.1
BETA	3												
GAMMA	1	PANEL - 8'	2.5	RRH-V3	1/ TMA1921B78-21A 1/ ECC1920-V PUB	1/ COVP	79	155	TBD	TBD	1-1/4" HYBRID	1	IRET AISGv1.1
GAMMA	2	PANEL - 8'	NV	RRH-C2A RRH-P4	1/ TMA1921B78-21A 1/ ECC1920-V PUB	N/A	79	155	TBD	TBD	1-1/4" HYBRID	SHARED WITH GAMMA 1	IRET AISGv1.1
GAMMA	3												
DELTA	1	PANEL - 8'	2.5	RRH-V3	1/ TMA1921B78-21A 1/ ECC1920-V PUB	N/A	79	240	TBD	TBD	1-1/4" HYBRID	SHARED WITH GAMMA 1	IRET AISGv1.1
DELTA	2	PANEL - 8'	NV	RRH-C2A RRH-P4	1/ TMA1921B78-21A 1/ ECC1920-V PUB	N/A	79	240	TBD	TBD	1-1/4" HYBRID	SHARED WITH GAMMA 1	IRET AISGv1.1

*OR SIMILAR

ANTENNA LOADING CHART (±79'-0" AGL)

NO SCALE 2



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Office # (303) 219-1178
Fax # (303) 242-8636

JOB NUMBER: 425-000

SECTOR	POSITION	ANTENNA (TYPE)	TECHNOLOGY	RRH	TMA/DIPLXER	SQUID	RAD CENTER	AZIMUTH (TN)	DOWN TILT (MECH)	DOWN TILT (ELECT)	FEEDLINE	FEEDLINE QTY	RET CABLE
ALPHA	1												
ALPHA	2	PANEL - 6'	LTE	8T8R RRH	N/A	N/A	68	340	TBD	TBD	7/8"	1	iRET AISGv1.1
ALPHA	3	PANEL - 5'	LTE	RRH-C2	N/A	N/A	68	340	TBD	TBD	7/8"	2	iRET AISGv1.1
BETA	1												
BETA	2	PANEL - 6'	LTE	8T8R RRH	N/A	N/A	68	118	TBD	TBD	7/8"	1	iRET AISGv1.1
BETA	3	PANEL - 5'	LTE	RRH-C2	N/A	N/A	68	118	TBD	TBD	7/8"	2	iRET AISGv1.1
GAMMA	1												
GAMMA	2	PANEL - 6'	LTE	8T8R RRH	N/A	N/A	68	245	TBD	TBD	7/8"	1	iRET AISGv1.1
GAMMA	3	PANEL - 5'	LTE	RRH-C2	N/A	N/A	68	245	TBD	TBD	7/8"	2	iRET AISGv1.1

*OR SIMILAR

ANTENNA LOADING CHART (±68'-0" AGL)

NO SCALE

1

SECTOR	POSITION	ANTENNA (TYPE)	TECHNOLOGY	RRH	TMA/DIPLXER	SQUID	RAD CENTER	AZIMUTH (TN)	DOWN TILT (MECH)	DOWN TILT (ELECT)	FEEDLINE	FEEDLINE QTY	RET CABLE
ALPHA	1	PANEL - 4'	CDMA (DEAD)	N/A	N/A	N/A	61	0	0	0	N/A	N/A	N/A
ALPHA	2												
ALPHA	3												
ALPHA	4	PANEL - 4'	CDMA (DEAD)	N/A	N/A	N/A	61	0	0	0	N/A	N/A	N/A
BETA	1	PANEL - 4'	CDMA (DEAD)	N/A	N/A	N/A	61	90	0	0	N/A	N/A	N/A
BETA	2												
BETA	3												
BETA	4	PANEL - 4'	CDMA (DEAD)	N/A	N/A	N/A	61	90	0	0	N/A	N/A	N/A
GAMMA	1	PANEL - 4'	CDMA (DEAD)	N/A	N/A	N/A	61	240	0	0	N/A	N/A	N/A
GAMMA	2												
GAMMA	3												
GAMMA	4	PANEL - 4'	CDMA (DEAD)	N/A	N/A	N/A	61	240	0	0	N/A	N/A	N/A

*OR SIMILAR

ANTENNA LOADING CHART (±61'-0" AGL)

NO SCALE

2

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REVISIONS:	DESCRIPTION	DATE	BY	REV
	REVISED/ISSUED FOR ZONING	12/08/17	CXE	E
	REVISED/ISSUED FOR ZONING	11/17/17	CXE	D
	REVISED/ISSUED FOR ZONING	10/12/17	SP	C
	REVISED/ISSUED FOR ZONING	04/19/17	CXE	B
	ISSUED FOR ZONING	04/14/17	CXE	A

STERLING MARINE

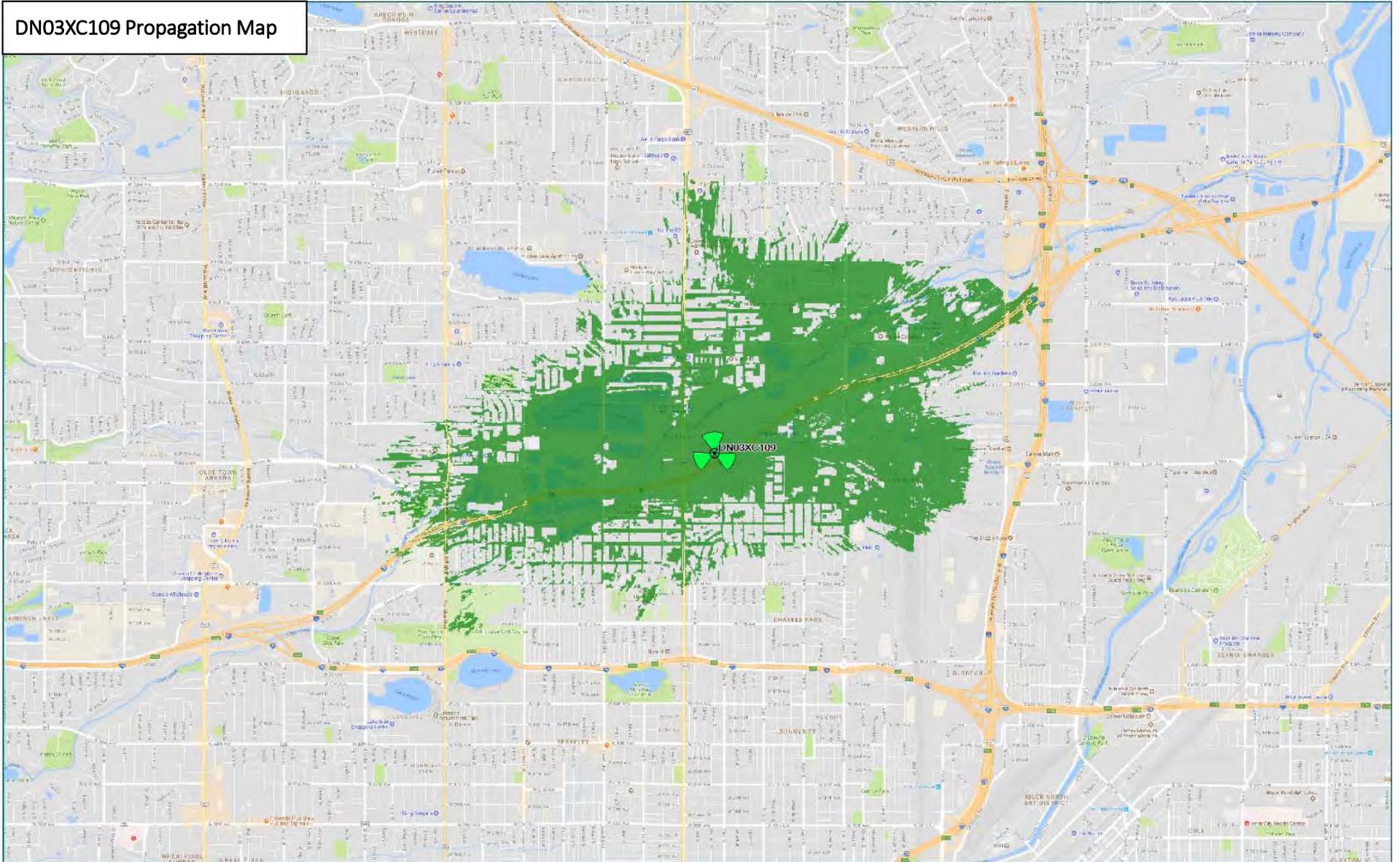
877001

5800 FEDERAL BLVD.
DENVER, CO 80221

ANTENNA
LOADING CHARTS

Z-7

DN03XC109 Propagation Map



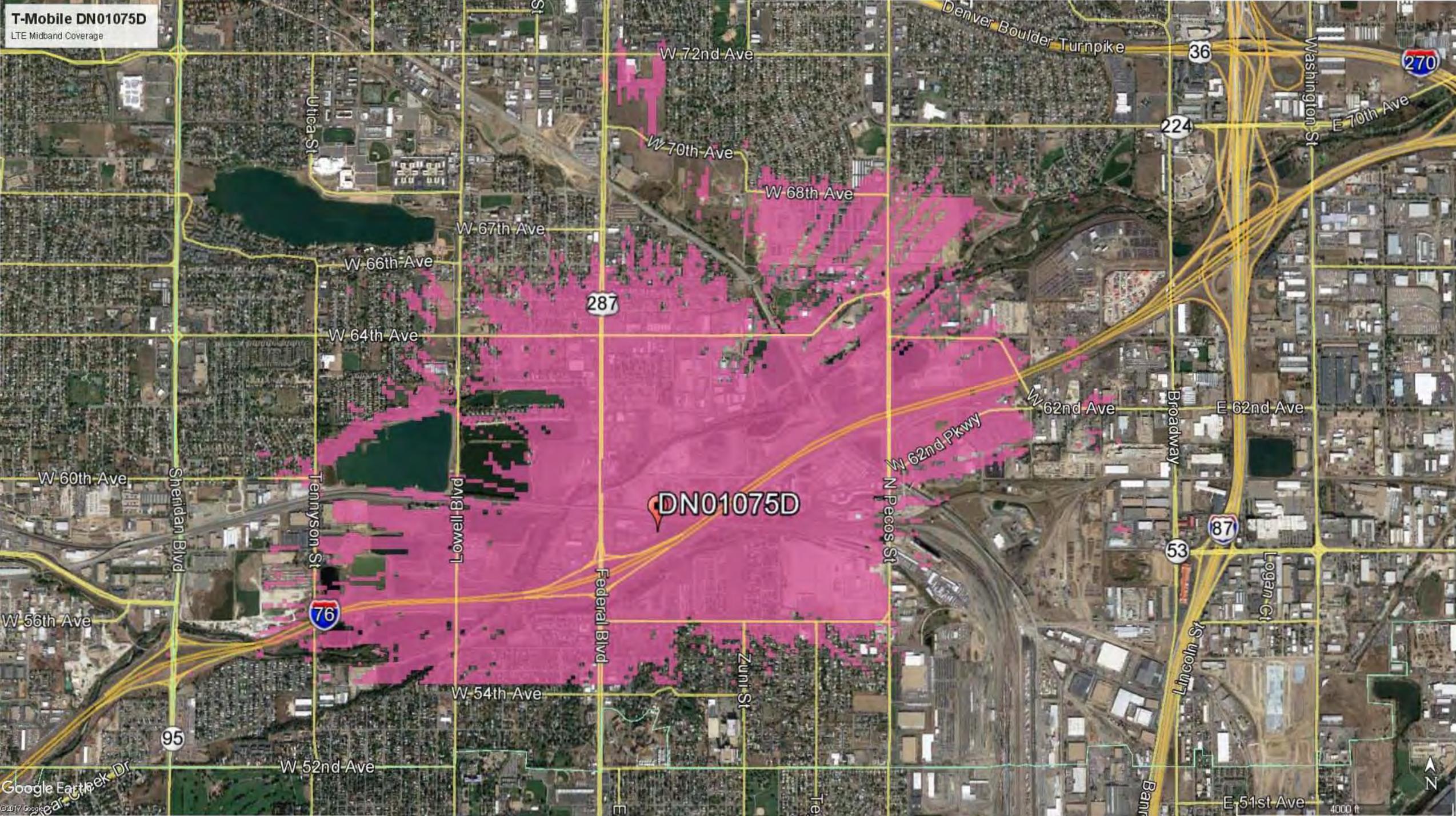


EXHIBIT 4.1: REFERRAL COMMENTS (ADAMS COUNTY)

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Development Review Team Comments

Date: 5/26/2017

Project Number: RCU2017-00018

Project Name: Crown Castle Cell Site 4

Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for a conditional use permit renewal. Please contact the case manager if you have any questions:

Commenting Division: Building Review

Name of Reviewer: Justin Blair

Date: 04/26/2017

Email: jblair@adcogov.org

No Comment

Commenting Division: Engineering Review

Name of Reviewer: Greg Labrie

Date: 05/08/2017

Email: glabrie@adcogov.org

No Comment

Commenting Division: Environmental Analyst Review

Name of Reviewer: Jen Rutter

Date: 05/01/2017

Email: jrutter@adcogov.org

No Comment

Commenting Division: Parks Review

Name of Reviewer: Aaron Clark

Date: 04/27/2017

Email: aclark@adcogov.org

No Comment

Commenting Division: ROW Review

Name of Reviewer: Marissa Hillie

Date: 05/01/2017

Email: mhillie@adcogov.org

Complete

ROW1) Federal Blvd currently has approx. 100' of ROW width, the Master Transportation plan classifies Federal Blvd as a Principal Arterial which requires a ROW width of 140' (1/2 street width of 70'). Adams County requests a dedication along your property line of approximately 20' wide to meet the 1/2 street width of 70' for Adams County 2012 Transportation Plan future road improvements.

Planner Comments

Greg Barnes

gjbarnes@adcogov.org

PLN01: The site plan should include all driveways, access points, parking areas, any proposed additional landscaping, and site lighting.

PLN02: Screen fencing is now a requirement. Please indicate how this will be achieved. Wooden or masonry fencing is acceptable to replace the chain link.

PLN03: Please provide coverage maps to illustrate the need for the tower's renewal in respect to coverage.

PLN04: The subject property is zoned I-1 (Industrial-1) and a Telecommunications Tower is allowed by Conditional Use Permit in this zone district (per Section 3-07-01 of the Development Standards and Regulations).

PLN05: Telecommunications towers are required to meet all performance standards found in Section 4-09-02-07 of the Development Standards and Regulations (DSR). I've attached these regulations to your comments. Please provide written justification and/or modification to your application to illustrate how the proposal will comply with the following items: 3b, 3c, 3e, 3f, 4a, and 4b.

PLN06: The tower height appears to exceed the maximum allowed for the zone district. Additionally, the tower height does not meet the standard for setbacks. The height of the tower shows an increase from 2007. Please explain this, and note that a variance would likely be required if the tower does not meet zoning standards.



Development Review Team Comments

Date: 3/20/2018

Project Number: RCU2017-00018

Project Name: Crown Castle Cell Site 4

Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for the Conditional Use Permit application. Please contact the case manager if you have any questions:

Commenting Division: Planner Review #2

Name of Reviewer: Greg Barnes

Date: 03/20/2018

Email: gjbarnes@adcogov.org

Resubmittal Required

PLN02B: Staff will be recommending a condition that the proposed fence be either forest green or an earth tone of brown in color. Additionally, should the fence fall into disrepair, it should be repaired or replaced.

PLN03B: Staff did not "waive" landscaping requirements when we previously met. On this particular site, unlike the other 3 applications that are being pursued, staff indicated that landscaping was particularly absent from the site and encouraged the applicant to find ways to improve screening from both the interstate and the nearby rail lines. This site would benefit greatly from additional landscaping. Staff encourages the applicant to work with the property owner to install landscaping on this site.

PLN05B: A waiver will be requested from the 1:1 setback to height ratio. This will be part of the CUP application, and will require nothing further from you.

PLN06B: The tower height exceeds the maximum allowed in the zone district. A waiver will be requested. This will be part of the CUP application, and will require nothing further from you.

Commenting Division: ROW Review #1

Name of Reviewer: Marissa Hillje

Date: 05/01/2017

Email: mhillje@adcogov.org

Complete

ROW1) Federal Blvd currently has approx. 100' of ROW width, the Master Transportation plan classifies Federal Blvd as a Principal Arterial which requires a ROW width of 140' (1/2 street width of 70'). Adams County requests a dedication along your property line of approximately 20' wide to meet the 1/2 street width of 70' for Adams County 2012 Transportation Plan future road improvements.

Commenting Division: Notifications and Referrals Review #1

Name of Reviewer: Greg Barnes

Date: 05/26/2017

Email: gjbarnes@adcogov.org

Resubmittal Required

PLN01: The site plan should include all driveways, access points, parking areas, any proposed additional landscaping, and site lighting.

PLN02: Screen fencing is now a requirement. Please indicate how this will be achieved. Wooden or masonry fencing is acceptable to replace the chain link.

PLN03: Please provide coverage maps to illustrate the need for the tower's renewal in respect to coverage.

PLN04: The subject property is zoned I-1 (Industrial-1) and a Telecommunications Tower is allowed by Conditional Use Permit in this zone district (per Section 3-07-01 of the Development Standards and Regulations).

PLN05: Telecommunications towers are required to meet all performance standards found in Section 4-09-02-07 of the Development Standards and Regulations (DSR). I've attached these regulations to your comments. Please provide written justification and/or modification to your application to illustrate how the proposal will comply with the following items: 3b, 3c, 3e, 3f, 4a, and 4b.

PLN06: The tower height appears to exceed the maximum allowed for the zone district. Additionally, the tower height does not meet the standard for setbacks. The height of the tower shows an increase from 2007. Please explain this, and note that a variance would likely be required if the tower does not meet zoning standards.

Commenting Division: ROW Review #2

Name of Reviewer: Marissa Hillje

Date: 03/16/2018

Email: mhillje@adcogov.org

Complete

Greg Barnes

From: Kuster - CDPHE, Kent [kent.kuster@state.co.us]
Sent: Tuesday, May 02, 2017 7:13 AM
To: Greg Barnes
Subject: RCU2017-00018

May 2, 2017

Greg Barnes, Case Manager

Community and Economic Development Department

4430 South Adams County Parkway, Suite W2000

Brighton, CO 80601-8204

Re: Case No. RCU2017-00018

Dear Mr. Barnes,

The Colorado Department of Public Health and Environment has no comment on Case No. RCU2017-00018 the Crown Castle Cell Site #4 renewal of a conditional use permit.

Please contact Kent Kuster at [303-692-3662](tel:303-692-3662) with any questions.

Sincerely,

Kent Kuster

Environmental Specialist

Colorado Department of Public Health and Environment

--

Kent Kuster

Environmental Protection Specialist

Colorado Department of Public Health and Environment

4300 Cherry Creek Drive South

Denver, CO 80246-1530

303-692-3662 | kent.kuster@state.co.us

Greg Barnes

From: Loeffler - CDOT, Steven [steven.loeffler@state.co.us]
Sent: Thursday, May 18, 2017 10:43 AM
To: Greg Barnes
Subject: RCU2017-00018, Crown Castle Cell Site 4

Greg,

I have reviewed the request to allow renewal of a CUP allowing a commercial telecommunications tower on property located at 5800 Federal Blvd. and have no objections.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit



P 303.757.9891 | F 303.757.9886
2000 S Holly Street, Denver, CO 80222
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

Greg Barnes

From: Loeffler - CDOT, Steven [steven.loeffler@state.co.us]
Sent: Thursday, March 15, 2018 10:01 AM
To: Greg Barnes
Subject: Re: For Review: Crown Castle IV (RCU2017-00018)

Greg.

I have reviewed the resubmittal materials to allow a renewal of a CUP allowing a commercial telecommunications tower on property located at 5800 Federal Blvd. and have no objections. If any work will take place in the State Highway Right-of-Way, a permit from our office will be required.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit



P 303.757.9891 | F 303.757.9886
2000 S Holly Street, Denver, CO 80222
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

As of April 20, 2018 I will be moving to a new office located at 2829 W. Howard Pl., Denver, CO 80204

On Wed, Mar 7, 2018 at 3:23 PM, Greg Barnes <GJBarnes@adcogov.org> wrote:

You are being asked to review resubmittal materials for a conditional use permit to allow a telecommunications tower. Previously, you reviewed this application (around 05/25/2017) and provided comment. I have attached the previous comments, as well as the resubmittal information.

Please provide any further comment on this case by **March 20, 2018**.



Greg Barnes



May 18, 2017

Greg Barnes
Adams County
Community & Economic Development Department
4430 S Adams County Pkwy, Suite W2000
Brighton, CO 80601-8204

RE: Crown Castle Cell Site 4, 5800 Federal Boulevard
Project No. RCU2017-00018
TCHD Case No. 4384

Dear Mr. Barnes:

Thank you for the opportunity to review and comment on the renewal of a Conditional Use Permit to allow a commercial telecommunications tower in the I-1 zone district located at 5800 Federal Blvd. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has no comments.

Please feel free to contact me at (720) 200-1585 or lbroten@tchd.org if you have any questions regarding TCHD's comments.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Broten", written in a cursive style.

Laurel Broten, MPH
Land Use and Built Environment Specialist
Tri-County Health Department

CC: Sheila Lynch, Monte Deatrich, TCHD



March 20, 2018

Greg Barnes
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Crown Castle Cell Site 4, 5800 Federal Blvd, Project No. RCU2017-00018
TCHD Case No. 4827

Dear Mr. Barnes,

Thank you for the opportunity to review and comment on the Conditional Use Permit Extension Request to allow a commercial telecommunications tower in the I-1 zone district located at 5800 Federal Blvd. Tri-County Health Department (TCHD) staff previously reviewed the application for the telecommunications tower in a letter dated May 18, 2017 and had no comments. After reviewing the resubmittal materials, TCHD has no comments.

Please feel free to contact me at 720-200-1585 or ahenrich@tchd.org if you have any questions on TCHD's comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Annemarie Heinrich".

Annemarie Heinrich, MPH/MURP
Land Use and Built Environment Specialist

cc: Sheila Lynch, Monte Deatrich, TCHD

EXHIBIT 4.5: REFERRAL COMMENTS (XCEL ENERGY)



Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

May 15, 2017

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: Crown Castle Cell Site 4, Case # RCU2017-00018

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the documentation for **Crown Castle Cell Site 4** and has no conflict with the conditional use permit renewal.

Should you have any questions with this referral response, please contact me at 303-571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado



Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

March 9, 2018

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: Crown Castle Cell Site 4 – 2nd referral, Case # RCU2017-00018

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the documentation for **Crown Castle Cell Site 4** and has no conflict with the conditional use permit renewal.

Should you have any questions with this referral response, please contact me at 303-571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado

Greg Barnes

From: Andrew Feinstein [AFeinstein@exdomanagement.com]
Sent: Tuesday, June 26, 2018 2:25 PM
To: Greg Barnes
Cc: Martin Chernoff; Kevin Preblud
Subject: Re: Sterling Marine

Hi Greg -

Yes this is correct - thank you for asking.

-A

Sent from my iPad

On Jun 26, 2018, at 8:33 AM, Greg Barnes <GJBarnes@adcogov.org> wrote:

Mr. Feinstein,

Is this correct?

<image003.jpg>**Greg Barnes**

Planner II, *Community and Economic Development Dept.*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601-8216

720.523.6853 gjbarnes@adcogov.org

adcogov.org

From: Mark McGarey [<mailto:marken.co@comcast.net>]

Sent: Tuesday, June 26, 2018 7:04 AM

To: Greg Barnes

Subject: Sterling Marine

Hi Greg,

Crown has reported back that their conversation with the property owner at Sterling Marine resulted in the owner's full support of Crown's application to extend the permit. Based upon this input, we are hoping that you can move us forward on the agenda for the extension request. We can chat about this if we have a few minutes on Thursday. Let me know if you need something formal from the owner.

Geez, I hope I've not forgotten but do we already have board of adjustment hearing dates for the setback variance at Kuner? I think you were going to schedule it at your staff meeting on the 19th?

Thanks

Mark

Community & Economic
Development Department
Development Services Division
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Request for Comments

Case Name: Crown Castle Cell Site 4
Case Number: RCU2017-00018

April 28, 2017

The Adams County Planning Commission is requesting comments on the following request:

Renewal of a conditional use permit, which is set to expire on August 8, 2017, allowing a commercial telecommunications tower in the I-1 zone district.

This request is located at 5800 Federal Boulevard. The Assessor's Parcel Number is 0182508400041.

Applicant Information: Crown Castle
Jon Dohm
222 E Carrillo St #107
Santa Barbara, CA 93101

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216, or call (720) 523-6800 by 05/19/2017 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Greg Barnes
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5



REVISED - Public Hearing Notification

Case Name: Crown Castle Cell Site 4
Case Number: RCU2017-00018
Planning Commission Hearing Date: 08/09/2018 at 6:00 p.m.
Board of County Commissioners Hearing Date: 08/28/2018 at 9:30 a.m.

June 28, 2018

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request: **Renewal of a conditional use permit, which is set to expire on August 8, 2017, allowing a commercial telecommunications tower in the I-1 zone district.**

The proposed use will be a commercial telecommunications tower. This request is located at 5800 Federal Blvd on 5.55 acres. The Assessor's Parcel Number is 0182508400041.

Applicant Information: Crown Castle
Jon Dohm
222 E Carrillo St #107
Santa Barbara, CA 93101

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Community and Economic Development Department, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Greg Barnes
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

PUBLICATION REQUEST

Crown Castle Cell Site 4

Case Number: RCU2017-00018
Planning Commission Hearing Date: 08/09/2018 at 6:00 p.m.
Board of County Commissioners Hearing Date: 08/28/2018 at 9:30 a.m.

Request: Renewal of a conditional use permit, which is set to expire on August 8, 2017, allowing a commercial telecommunications tower in the I-1 zone district.

Location: 5800 FEDERAL BLVD
Parcel Number: 0182508400041

Case Manager: Greg Barnes
Case Technician: Shayla Christenson

Applicant: JON DOHM
222 E CARRILLO ST #107
SANTA BARBARA, CA 93101
805-560-7844

Owner: FED58, LLC
3535 LARIMER ST
DENVER CO 80205-2421

Legal Description:

A PARCEL OF LAND IN THE W1/2 SW1/4 OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH P.M., ADAMS COUNTY, COLORADO; DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID W1/2 AND SW1/4; THENCE NORTH ALONG THE EAST LINE OF SAID W1/2 AND SW1/4 A DISTANCE OF 1165.0 FEET; THENCE WEST AND PARALLEL TO THE SOUTH LINE OF SAID W1/2 SW1/4 A DISTANCE OF 193.0 FEET; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID W1/2 SW1/4 A DISTANCE OF 31.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH AND PARALLEL TO SAID EAST LINE A DISTANCE OF 239.0 FEET TO A POINT ON THE SOUTH LINE OF THE REINHARDT TRACT; THENCE N89°24'W ALONG SAID SOUTH LINE AND ALONG THE SOUTH LINE OF CITY OF BRIGHTON WELL SITE A DISTANCE OF 72.0 FEET; THENCE S5°33'21"E A DISTANCE OF 132.34 FEET; THENCE S28°48'E A DISTANCE OF 122.85 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING. CONTAINS 0.271 ACRES MORE OR LESS.

THAT PART OF THE W1/2 SW1/4 OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE SW1/4 SW1/4 OF SAID SECTION 6, 1165 FEET

NORTH OF THE SOUTHEAST CORNER OF SAID SW1/4 SW1/4 OF SAID SECTION 6; THENCE WEST 45 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 270 FEET; THENCE WEST 148 FEET; THENCE SOUTH 270 FEET; THENCE EAST 148 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.



EXHIBIT 6.4: REFERRAL AGENCY LABELS

Referral Listing
 Case Number RCU2017-00018
 Crown Castle Cell Site 4

Agency	Contact Information
Adams County Development Services - Building	Justin Blair 4430 S Adams County Pkwy Brighton CO 80601 720-523-6825 JBlair@adcogov.org
Adams County Fire Protection District	Chris Wilder 8055 N. WASHINGTON ST. DENVER CO 80229 (303) 289-4683 cwilder@acfpd.org
BERKELEY WATER	Sharon Whitehair 4455 W 58TH AVE UNIT A Arvada CO 80002 (303) 477-1914 julie.seagren@denverwater.org
BERKELEY WATER & SAN DISTRICT	SHARON WHITEHAIR 4455 W 58TH AVE UNIT A ARVADA CO 80002 (303) 477-1914 berkeleywater@gmail.com
CDPHE	Sean Hackett 4300 S Cherry Creek Dr Denver CO 80246 303.692.3662 sean.hackett@state.co.us 303.691.7702
CDPHE	Sean Hackett 4300 S Cherry Creek Dr Denver CO 80246 303.692.3662 sean.hackett@state.co.us
CDPHE	Sean Hackett 4300 S Cherry Creek Dr Denver CO 80246 30 sean.hackett@state.co.us
CDPHE - AIR QUALITY	Richard Coffin 4300 CHERRY CREEK DRIVE SOUTH DENVER CO 80246-1530 303.692.3127 richard.coffin@state.co.us

Agency

Contact Information

CDPHE - WATER QUALITY PROTECTION SECT

Patrick Pfaltzgraff
4300 CHERRY CREEK DRIVE SOUTH
WQCD-B2
DENVER CO 80246-1530
303-692-3509
patrick.j.pfaltzgraff@state.co.us

CDPHE SOLID WASTE UNIT

Andy Todd
4300 CHERRY CREEK DR SOUTH
HMWMD-CP-B2
DENVER CO 80246-1530
303.691.4049
Andrew.Todd@state.co.us

Century Link, Inc

Brandyn Wiedrich
5325 Zuni St, Rm 728
Denver CO 80221
720-578-3724 720-245-0029
brandyn.wiedrich@centurylink.com

Code Compliance Supervisor

Eric Guenther
eguenther@adcogov.org
720-523-6856
eguenther@adcogov.org

COLORADO DEPT OF TRANSPORTATION

Steve Loeffler
2000 S. Holly St.
Region 1
Denver CO 80222
303-757-9891
steven.loeffler@state.co.us

COLORADO DIVISION OF WILDLIFE

Eliza Hunholz
Northeast Regional Engineer
6060 BROADWAY
DENVER CO 80216-1000
303-291-7454
eliza.hunholz@state.co.us

COLORADO DIVISION OF WILDLIFE

Serena Rocksund
6060 BROADWAY
DENVER CO 80216
3039471798
serena.rocksund@state.co.us

COMCAST

JOE LOWE
8490 N UMITILLA ST
FEDERAL HEIGHTS CO 80260
303-603-5039
thomas_lowe@cable.comcast.com

COUNTY ATTORNEY- Email

Christine Francescani
CFrancescani@adcogov.org
6884

Agency

Contact Information

Crestview Water & Sanitation

Patrick Stock
7145 Mariposa St
PO Box 21299
Denver CO 80221-0299
303-430-1660 303-434-0607
PatrickStock@crestviewwater.net

Engineering Department - ROW

Transportation Department
PWE - ROW
303.453.8787

Engineering Division

Transportation Department
PWE
6875

ENVIRONMENTAL ANALYST

Jen Rutter
PLN
6841

Hyland Hills Park & Recreation District

Terry Barnhart
8801 Pecos St
Denver CO 80260
303-650-7507 303-650-7507
tbarnhart@hylandhills.org

METRO WASTEWATER RECLAMATION

CRAIG SIMMONDS
6450 YORK ST.
DENVER CO 80229
303-286-3338
CSIMMONDS@MWRD.DST.CO.US

NORTHRIDGE ESTATES AT GOLD RUN HOA

SHANE LUSSIER
14901 E Hampden Ave
Suite 320
AURORA CO 80014
303-693-2118
shane@cchoapros.com

NS - Code Compliance

Kerry Gress
kgress@adcogov.org
720.523.6832
kgress@adcogov.org

Parks and Open Space Department

Nathan Mosley
mpedrucci@adcogov.org
aclark@adcogov.org
(303) 637-8000
nmosley@adcogov.org

REGIONAL TRANSPORTATION DIST.

CHRIS QUINN
1560 BROADWAY SUITE 700
DENVER CO 80202
303-299-2439
chris.quinn@rtd-denver.com

SHERIFF'S OFFICE: SO-HQ

MICHAEL McINTOSH
nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcogov.org
snielson@adcogov.org
(303) 654-1850
aoverton@adcogov.org; mkaiser@adcogov.org; snielson@adcogov.org

Agency

Contact Information

Sheriff's Office: SO-SUB

SCOTT MILLER
TFuller@adcogov.org, smiller@adcogov.org
aoverton@adcogov.org; mkaiser@adcogov.org
720-322-1115
smiller@adcogov.org

The TOD Group

THE TOD GROUP
1431 Euterpe Street
New Orleans LA 70130
5047174718

TRI-COUNTY HEALTH DEPARTMENT

Sheila Lynch
6162 S WILLOW DR, SUITE 100
GREENWOOD VILLAGE CO 80111
720-200-1571
landuse@tchd.org

TRI-COUNTY HEALTH DEPARTMENT

MONTE DEATRICH
4201 E. 72ND AVENUE SUITE D
COMMERCE CITY CO 80022
(303) 288-6816
mdeatrich@tchd.org

Tri-County Health: Mail CHECK to Sheila Lynch

Tri-County Health
landuse@tchd.org
.

UNION PACIFIC RAILROAD

Melissa Meier
280 S 400 W
Salt Lake City UT 84101
(801) 212-2706
mmeier@up.com

UNION PACIFIC RAILROAD

Jason Mashek
1400 DOUGLAS ST STOP 1690
OMAHA NE 68179
402-544-8552
jemashek@up.com

WESTMINSTER SCHOOL DISTRICT #50

Jackie Peterson
7002 Raleigh Street
WESTMINSTER CO 80030
720-542-5100
jpeterson@adams50.org

Xcel Energy

Donna George
1123 W 3rd Ave
DENVER CO 80223
303-571-3306
Donna.L.George@xcelenergy.com

Xcel Energy

Donna George
1123 W 3rd Ave
DENVER CO 80223
303-571-3306
Donna.L.George@xcelenergy.com

EXHIBIT 6.5: PROPERTY OWNER LABELS

AABAK ED
5781 CLAY STREET
DENVER CO 80221

DE CRESCENTIS ANTHONY J
2885 W 56TH AVE
DENVER CO 80221

ADAMS COUNTY
4430 SOUTH ADAMS COUNTY PKWY
BRIGHTON CO 80601-8204

FED58 LLC
3535 LARIMER ST
DENVER CO 80205-2421

ARAGON ALBERT A AND
ARAGON DIANE C
5600 CLAY ST
DENVER CO 80221-1840

GONZALEZ CLAUDIA
5771 CLAY STREET
DENVER CO 80221

ARROYOS MARIA T
2661 W 58TH AVE
DENVER CO 80221

HERNANDEZ JOHN A AND
HERNANDEZ GERALDINE
4655 LOWELL BLVD
DENVER CO 80211-1169

BERNAL NELLY
2681 W 58TH AVE
DENVER CO 80221

KING LYNETTA ARCHER
3725 W ALICE PL
DENVER CO 80211

BOARD OF COUNTY COMMISSIONERS OF
ADAMS COUNTY
4430 SOUTH ADAMS COUNTY PKWY
BRIGHTON CO 80601-8204

MINER JOHN
PO BOX 577
CASTLE ROCK CO 80104-0577

COMMISSARY LLC THE
3535 LARIMER ST
DENVER CO 80205-2421

PEARMAN NINA JO
8800 GROVE STREET
WESTMINSTER CO 80030

COUNTY OF ADAMS THE
4430 SOUTH ADAMS COUNTY PKWY
BRIGHTON CO 80601-8204

STATE HIGHWAY DEPT
2000 S HOLLY ST
DENVER CO 80222-4818

CUNNINGHAM Q-TIP
4000 FM 1069
ARANSAS PASS TX 78336-5949

STEFANICH DAVID
6300 W 49TH DR
WHEAT RIDGE CO 80033-3679

CUNNINGHAM Q-TIP LLC
4000 FM 1069
ARANSAS PASS TX 78336-5949

SUFI IMRAN
2591 W 58TH AVE
DENVER CO 80221-1854

TRAN TRUNG Q AND
TRAN THY N
2621 W 58TH AVE
DENVER CO 80221

VAZQUEZ JOSE LUIS AND
VAZQUEZ MARIA R
2571 W 58TH AVE
DENVER CO 80221-1854

WEST SPANISH CONGREGATION OF JEHOVAH S
WITNESSES/ C/O MANUEL MENDEZ
2675 W 56TH AVE
DENVER CO 80221-1811

CURRENT RESIDENT
5855 FEDERAL BLVD
DENVER CO 80221-1805

CURRENT RESIDENT
5781 CLAY ST
WESTMINSTER CO 80221-1852

CURRENT RESIDENT
5800 FEDERAL BLVD
DENVER CO 80221-1806

CURRENT RESIDENT
2571 W 58TH AVE
DENVER CO 80221-1854

CURRENT RESIDENT
2675 W 56TH AVE
DENVER CO 80221-1811

CURRENT RESIDENT
2591 W 58TH AVE
DENVER CO 80221-1854

CURRENT RESIDENT
2685 W 56TH AVE
DENVER CO 80221-1811

CURRENT RESIDENT
2621 W 58TH AVE
DENVER CO 80221-1854

CURRENT RESIDENT
5901 FEDERAL BLVD
DENVER CO 80221-1813

CURRENT RESIDENT
2641 W 58TH AVE
DENVER CO 80221-1854

CURRENT RESIDENT
2885 W 56TH AVE
DENVER CO 80221-1815

CURRENT RESIDENT
2661 W 58TH AVE
DENVER CO 80221-1854

CURRENT RESIDENT
2860 W 60TH AVE
DENVER CO 80221-1818

CURRENT RESIDENT
2681 W 58TH AVE
DENVER CO 80221-1854

CURRENT RESIDENT
2400 W 60TH AVE
DENVER CO 80221-1825

CURRENT RESIDENT
3061 W 58TH AVE
DENVER CO 80221-1902

CURRENT RESIDENT
5600 CLAY ST
WESTMINSTER CO 80221-1840

CURRENT RESIDENT
3060 W 58TH AVE
DENVER CO 80221-1905

CURRENT RESIDENT
5771 CLAY ST
WESTMINSTER CO 80221-1852

CERTIFICATE OF POSTING



I, J. Gregory Barnes do hereby certify that I posted the property at 5800 Federal Boulevard on July 17, 2018 in accordance with the requirements of the Adams County Zoning Regulations.

A handwritten signature in black ink that reads "J. Gregory Barnes". The signature is written in a cursive style.

J. Gregory Barnes

Crown Castle IV

RCU2017-00018

5800 Federal Boulevard

October 2, 2018

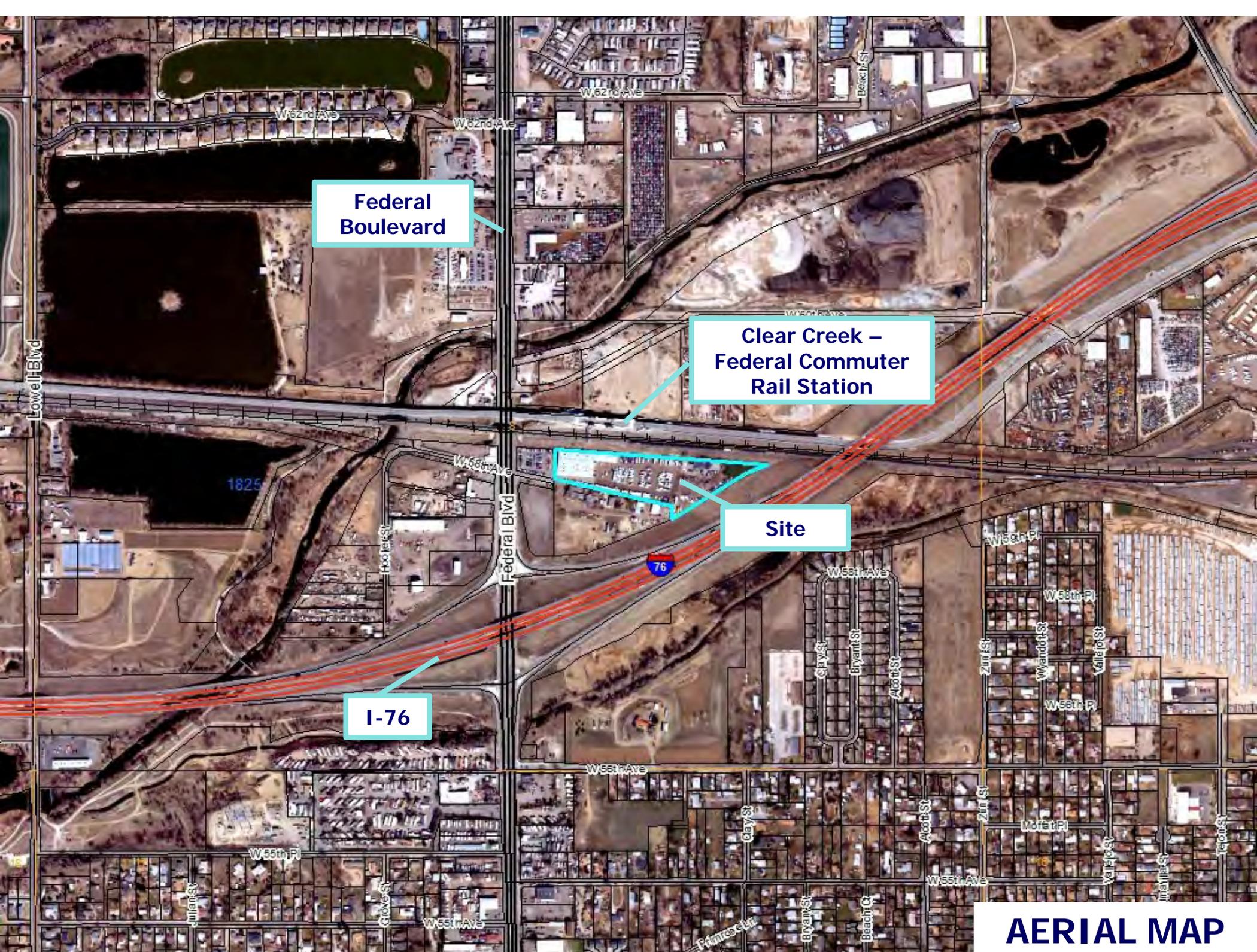
Board of County Commissioners Public Hearing
Community and Economic Development Department

Case Manager: Greg Barnes



Request

Renewal of a conditional use permit for an existing commercial telecommunications tower in the Industrial-1 (I-1) zone district.



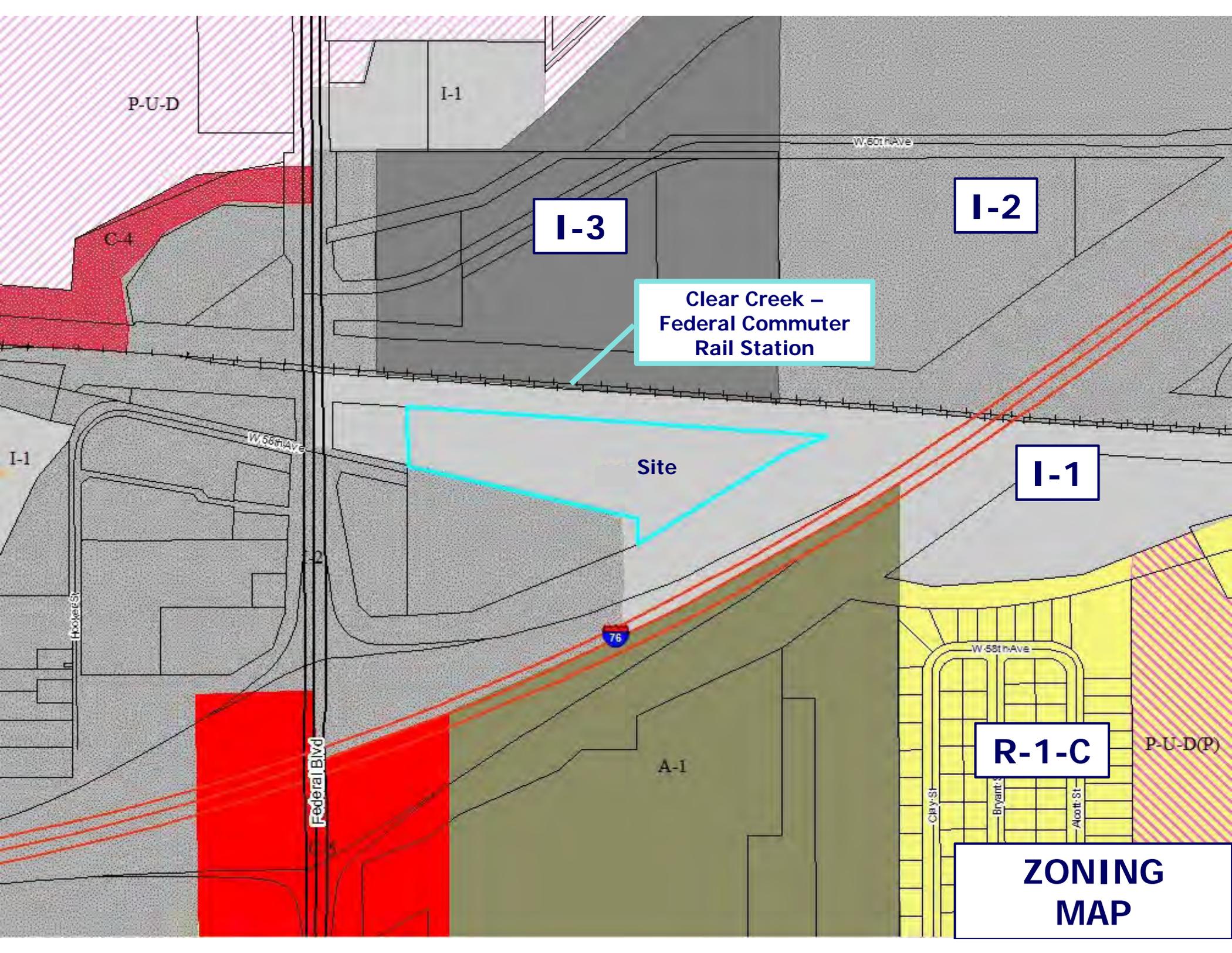
Federal Boulevard

Clear Creek – Federal Commuter Rail Station

Site

I-76

AERIAL MAP



P-U-D

I-1

W 60th Ave

I-3

I-2

Clear Creek -
Federal Commuter
Rail Station

C-4

W 55th Ave

Site

I-1

I-1

Hooke St

76

W 55th Ave

R-1-C

P-U-D(P)

A-1

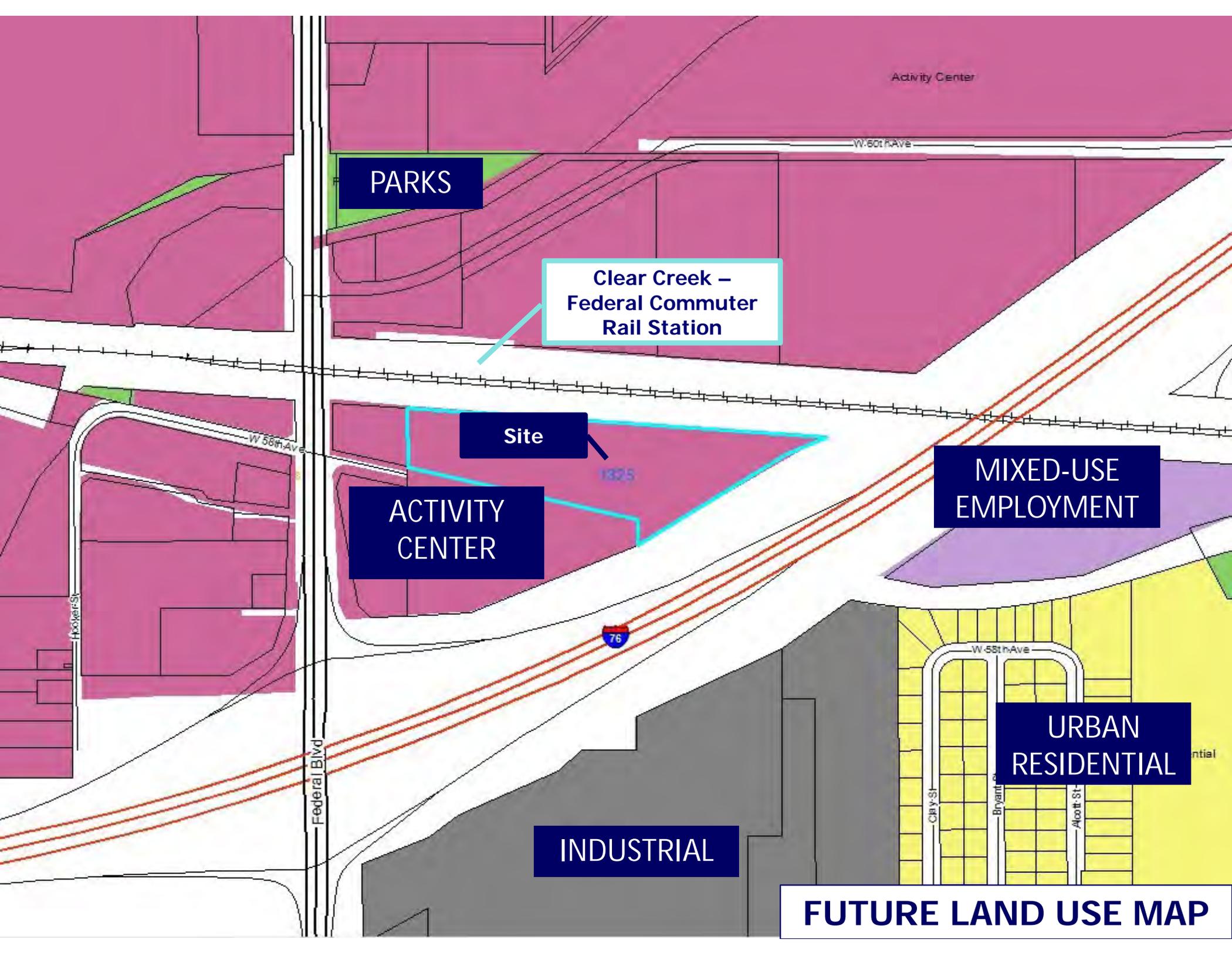
Federal Blvd

Chry St

Bryant St

Alcott St

ZONING
MAP



Activity Center

W 60th Ave

PARKS

**Clear Creek –
Federal Commuter
Rail Station**

Site

**ACTIVITY
CENTER**

**MIXED-USE
EMPLOYMENT**

**URBAN
RESIDENTIAL**

INDUSTRIAL

FUTURE LAND USE MAP

W 58th Ave

1325

76

Hooker St

Federal Blvd

W 58th Ave

CBY St

Bryant St

Alcott St

Activity Center

- High-Intensity, Mixed-Use Development
 - Office
 - Hotel
 - High-Density Residential
 - Retail/Restaurant
- Excellent Transportation Access
- High Visibility

Criteria for Conditional Use

Section 2-02-08-06

1. Permitted in zone district
2. Consistent with regulations
3. Comply with performance standards
4. Harmonious & compatible
5. Addressed all off-site impacts
6. Site suitable for use
7. Site plan adequate for use
8. Adequate services



Clear Creek –
Federal Commuter
Rail Station

Tower Location

Federal
Blvd.

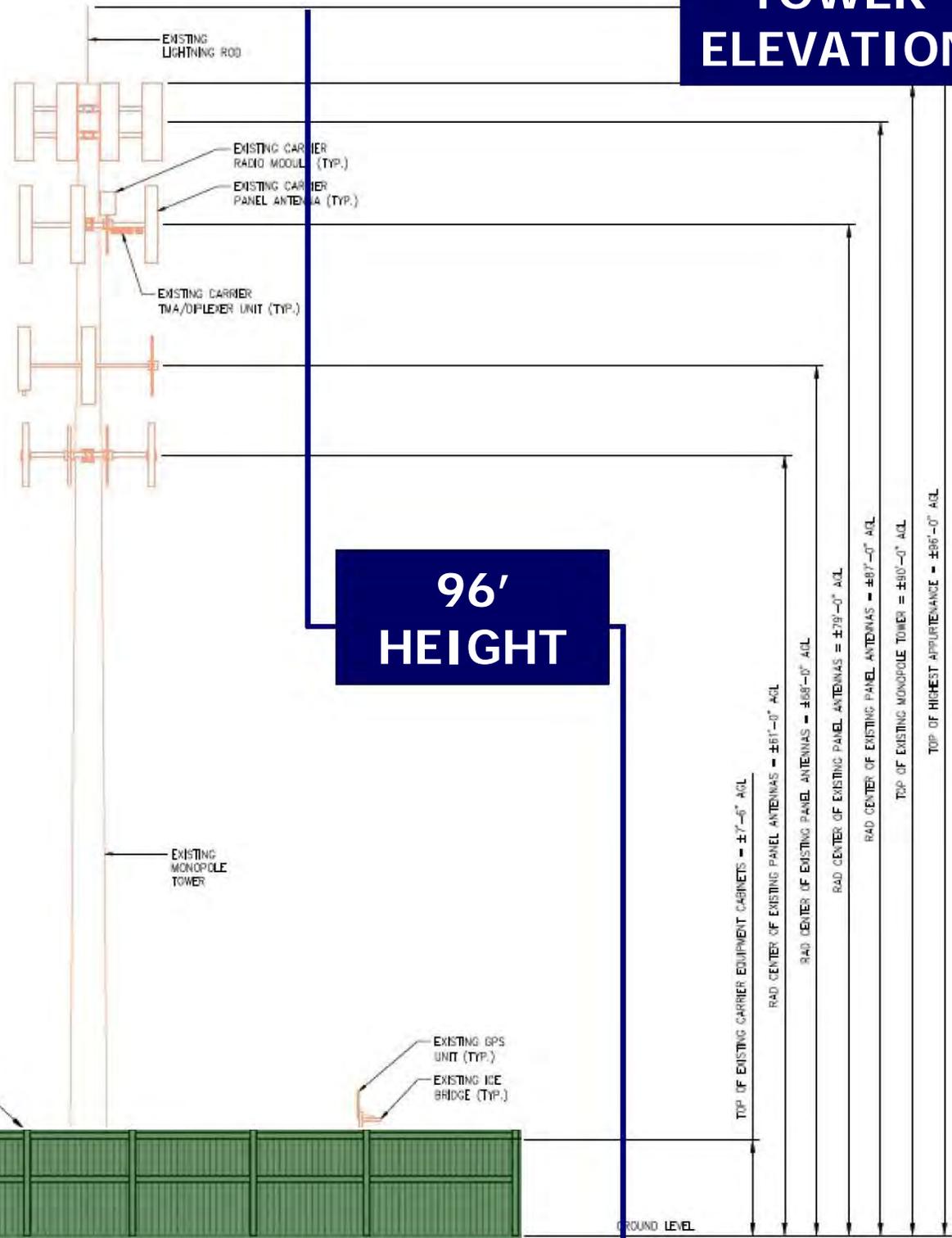
I-76

**AERIAL
MAP**

I-1 ZONING STANDARDS

TOWER ELEVATION

Maximum height: 60'
Height Waiver Requested



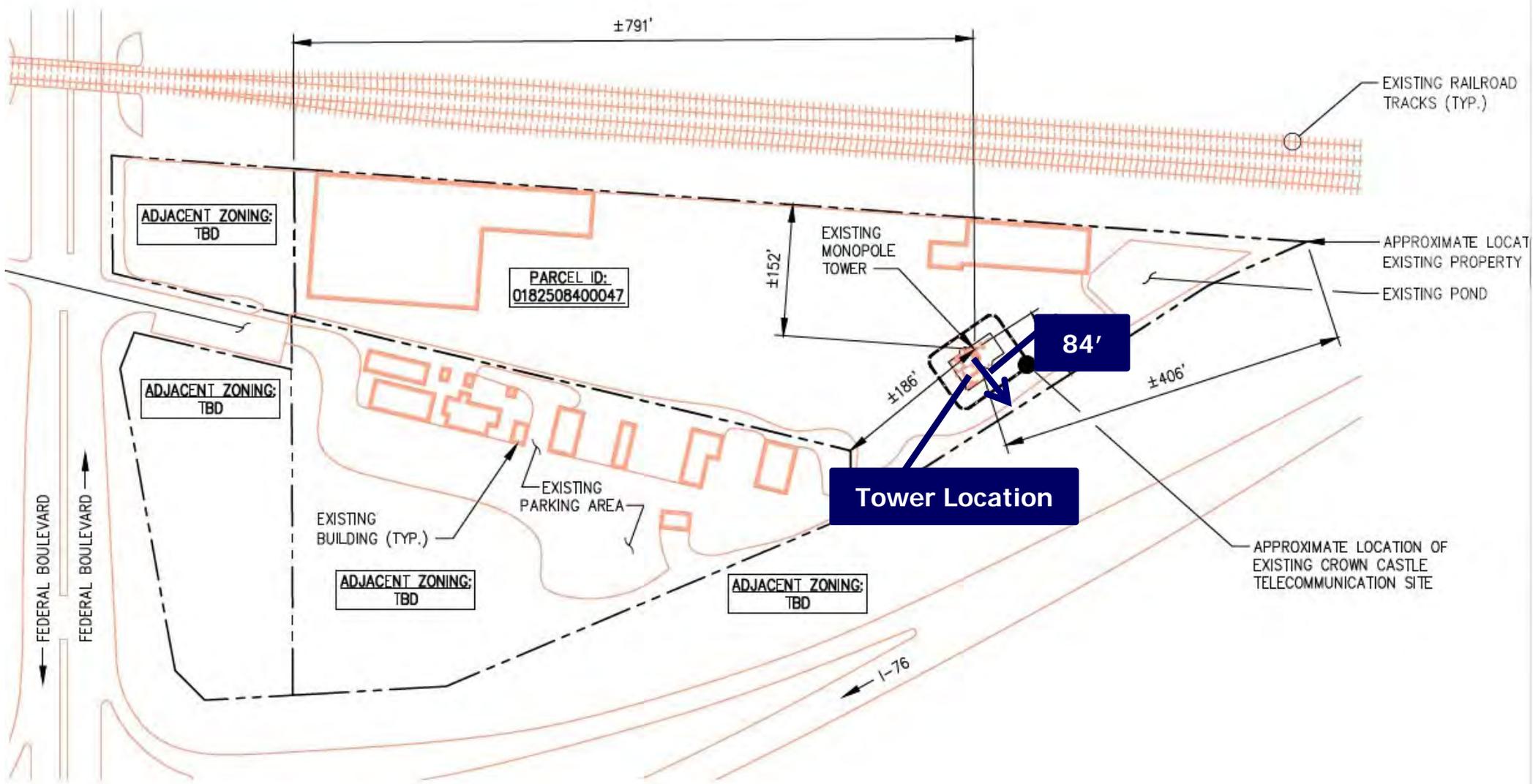
**96'
HEIGHT**

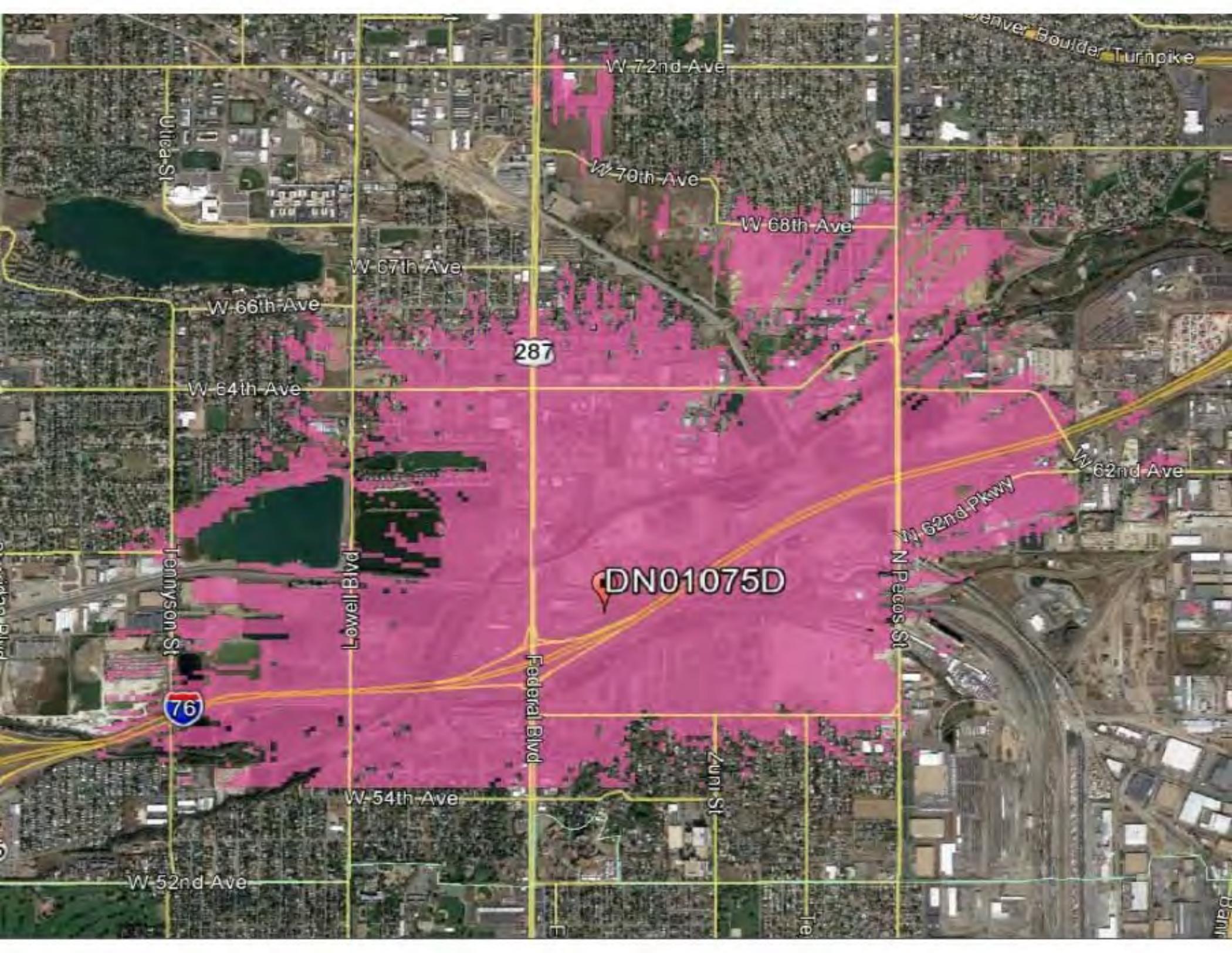
**8' PVC
FENCE**

INFORMATION CONTAINED
WITHIN DRAWINGS IS BASED
ON PROVIDED INFORMATION.

GROUND LEVEL

SITE PLAN





DN01075D

287

76

W 72nd Ave

W 70th Ave

W 68th Ave

W 67th Ave

W 66th Ave

W 64th Ave

W 62nd Ave

W 62nd Pkwy

Lowell Blvd

Federal Blvd

N Pecos St

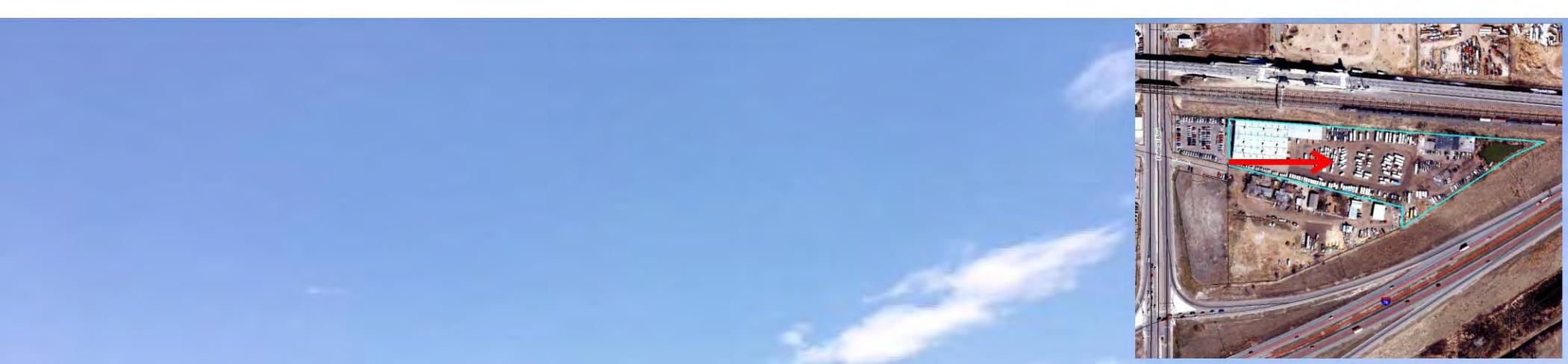
Fennynson St

4th St

W 54th Ave

W 52nd Ave

Denver-Boulder Turnpike







Referral Comments

Notices sent*	# of Comments Received
42	1

* Property owners and residents within 750 feet were notified

No Concerns:

CDOT

CDPHE

Tri-County Health

Xcel

Staff Analysis

- Subject property likely to redevelop
- Tower location may hinder redevelopment
- Opportunities to ensure cooperation between parties
- Condition application to meet County's goals

Staff Analysis

- Consistent with regulations
- Comply with performance standards
- Harmonious & compatible
- Addressed all off-site impacts
- Condition can ensure compatibility with Comprehensive Plan

PC Update

RCU2017-00018 – Crown Castle IV

- Public Hearing on September 13, 2018
- Evaluated need for fencing and possibilities for landscaping
- No members of public testified
- Recommended approval of conditional use permit with 8 Findings-of-Fact and 6 Conditions

Recommendation

RCU2017-00018 – Crown Castle IV

Approval of conditional use permit with 8 Findings-of-Fact and 6 Conditions

Recommended Conditions

1. Any telecommunications facility that ceases to be in operation for a consecutive period of six months or more shall be removed from the site within 90 days of the end of such period of non-use.
2. The conditional use permit shall expire on October 2, 2023.
3. The height of the freestanding telecommunications tower shall not exceed 96 feet.
4. The tower shall provide co-location opportunities for other telecommunication tower providers.
5. Color of the proposed PVC fence, shown on the site plan, shall be forest green in color. The fence shall be a minimum of six feet and a maximum of eight feet in height. If at any time the fence should fall into disrepair, the fence must be replaced within 60 days of receiving notice of such disrepair.

Recommended Conditions

6. Should redevelopment of the site occur, and the landowner provides an alternative location suitable to relocate the freestanding tower, the tower shall be replaced with a building-mounted or alternative design that is compatible with the redevelopment of the site. The replacement of the tower shall be required no later than two years after the approval of a final building permit for the site. Nothing herein shall amend, alter or supersede the rights or obligations under any lease, easement, purchase agreement or other property rights that may exist at law.



COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT

CASE NO.: RCU2018-00007

CASE NAME: Colt Pipeline

TABLE OF CONTENTS

EXHIBIT 1 – BOCC Staff Report

EXHIBIT 2- Maps

- 2.1 Aerial Map
- 2.2 Zoning Map
- 2.3 Future Land Use Map

EXHIBIT 3- Applicant Information

- 3.1 Written Explanation
- 3.2 Preferred Alignment
- 3.3 Alternative Alignments
- 3.4 Development Agreement

EXHIBIT 4- Referral Comments

- 4.1 Referral Comments (Development Services)
- 4.2 Referral Comments (Tri-County Health)
- 4.3 Referral Comments (CPW)
- 4.4 Referral Comments (CDPHE)
- 4.5 Referral Comments (Xcel Energy)
- 4.6 Referral Comments (CDOT)

EXHIBIT 5- Public Comments

- 5.1 Surabian

EXHIBIT 6- Associated Case Materials

- 6.1 Request for Comments
- 6.2 Public Hearing Notice
- 6.3 Newspaper Publication
- 6.4 Referral Agency Labels
- 6.5 Property Owner Labels
- 6.6 Certificate of Posting

CASE No.: RCU2018-00007	CASE NAME: Colt Pipeline
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Owner's Name:	Discovery DJ Services, LLC
Applicant's Name:	Discovery DJ Services, LLC
Applicant's Address:	7859 Walnut Hill Lane, Suite 335, Dallas, TX, 75230
Location of Request:	Multiple Parcels see Exhibit 3.2
Nature of Request:	Conditional Use Permit to allow construction of a 6-inch natural gas and 4 inch crude oil pipeline for approximately 4.21 miles
Zone District:	Agriculture-3 (A-3)
Site Size:	4.2 miles
Proposed Uses:	Oil and Gas Infrastructure (Pipeline)
Existing Use:	Agriculture and Residential
Hearing Date(s):	PC: September 13, 2018/ 6:00 pm
	BOCC: October 2, 2018/ 9:30 am
Report Date:	September 17, 2018
Case Manager:	Emily Collins <i>EAC</i>
PC and Staff Recommendation:	APPROVAL with 33 Findings-of-Fact and 1 condition

SUMMARY OF PREVIOUS APPLICATIONS

On May 8, 2018, the Board of County Commissioners approved a conditional use permit to allow construction of a natural gas compressor station located at 14501 Powhatan Road. The compressor station and proposed pipeline are both owned and operated by Discovery DJ Services.

SUMMARY OF APPLICATION

Background:

The applicant, Discovery DJ Services, LLC, is requesting a conditional use permit to allow construction of approximately 4 miles of a new 6-inch natural gas and 4-inch crude oil pipeline. According to the applicant, advances in oil and gas extraction technology have led to general increase in production of oil and gas throughout the state. This increase in production of oil and gas has led to the need to increase capacity of existing infrastructure to be able to transport the

oil and gas products through pipelines, instead of using large trucks that tend to negatively impact local road networks.

Site Characteristics:

The preferred alignment is approximately 4.21 miles beginning at a proposed wellpad, located northeast of the intersection of W. 152nd Avenue and Piccadilly Road, traversing the county in a south and easterly direction to the Powhatan Compressor Station located one mile south of 152nd Avenue and Powhatan Road. The majority of parcels located along the preferred alignment are designated as Agriculture-3 (A-3) which are intended for land holdings of at least 35 acres for dryland or irrigated farming, pasturage, or other food production related uses. Currently, the impacted parcels are primarily developed with agricultural uses except one parcel that is developed with single-family residential dwelling.

The preferred alignment crosses two county roads, E. 152nd Avenue and Harvest Road. In addition, the proposed pipeline would intersect three canals (i.e. the Beebe Seep Canal, East Neres Canal, and Denver-Hudson Canal) and one ditch (i.e. Ditch East Extension). All the rights-of-way and easements needed for the pipeline have been acquired from all properties owners along the preferred alignment.

In addition, the parcels in the preferred alignment are also located within the Airport Noise (ANO) and Airport Height (AHO) Overlays which restrict certain land uses, specifically development that may include occupied buildings, to reduce conflicts associated with noise levels generated by airport uses. The proposed development does not include any occupied buildings and will be located entirely underground. Oil and gas pipelines are typically buried a minimum of 48-inches deep.

Development Standards and Regulations Requirements:

Oil and gas development is overseen by federal, state, and local regulations. Section 4-10-02-03-03 of the County's Development Standards and Regulations outlines requirements for oil and gas well drilling and production activities in the County. This Section defines oil and gas facilities as the site associated with equipment used for production, treatment, and storage of oil and gas waste products, an individual well pad built with one or more wells, temporary storage of oil and gas, or any other oil and gas operation which may cause significant degradation to the environment.

Section 4-10-02-03-03-06 of the Development Standards and Regulations further outlines the County's process for permitting new oil and gas development. Specifically, the process follows a two pronged approach: 1) Obtain a Special Use Permit from the Board of Adjustment; or 2) Execute a Memorandum of Understanding (MOU) with the County and submit for approval an Administrative Use by Special Review permit for each well pad. The MOU allows administrative review and approval for well connects that are "10 inches or less inside a diameter and 2 miles or less in length, laid running from the custody transfer point or production facility for a new well (s) to an existing gathering line connection point". However, in cases where pipelines do not meet the definition of well connects, a conditional use permit is required. Therefore, the proposed pipeline requires a conditional use permit as it exceeds 2 miles in total length from the wellpad to the Powhatan Compressor Station.

Section 2-02-08-06 of the County's Development Standards and Regulations outlines the criteria for approval of a conditional use permit. These include compliance with the County's Development Standards and Regulations; compatibility with the surrounding area, the request must be permitted in the zone district, and must address all off-site impacts. In addition, the proposed use is required to be harmonious with the character of the neighborhood, and must not be detrimental to the immediate area, or to the health, safety, or welfare of the inhabitants of the area and the County. The conditional use must also not result in excessive traffic generation, noise, vibration, dust, glare, odors, or operate during odd hours that will be inconvenient to the neighborhood. Further, the site must be suitable for the conditional use including adequate usable space, access, and absence of environmental constraints.

In addition to the conditional use permit, the applicant is required to address review items and requirements outlined in Section 6-07-02 of the County's Development Standards and Regulations pertaining to Areas and Activities of State Interest permits. These items include:

- Information describing the applicant
- Information describing the project, including at least 3 alternatives
- Information on property rights, permits, and other approvals
- Financial feasibility of the project
- Land use
- Local governmental services
- Financial burden on residents
- Local economy
- Recreational opportunities
- Environmental impact analysis including water (surface and ground water), visual impacts, air quality, wetland and riparian areas, flora and fauna, soils, geologic conditions, and areas of paleontological, historic or archaeological importance.

According to the applicant, the proposed 6-inch natural gas and 4-inch crude oil pipeline are necessary to transport oil and gas products from producing wells and facilities, such as the Duck Club wellpad where the proposed pipeline originates. From the application documents, the pipeline would be placed outside the ultimate right-of-way along all County roads (E. 152nd Ave and Harvest Rd) and buried a minimum of 48-inches. The pipeline would also be buried in a trench and inspected for safety and durability prior to being covered. The applicant has obtained all the necessary temporary easements needed along the proposed route for construction of the pipeline, as well as the permanent easements. The applicant would be required to apply for permits for any construction work in County's right-of-way.

As part of the site selection process for the proposed pipeline, the applicant considered three alternative alignments and the potential impacts of each route and ultimately selected the preferred route. This was to avoid impacts on more populated areas of the county, and it is the most direct route that also has fewer impacts to property owners, sensitive environmental areas, and requires the least amount of land disturbance during construction. Alternative #1 increased the route length by 1-mile while Alternative #2 increased the length by 0.25-mile. Both alternative alignments also increased the number of road and property crossings. In addition, the

applicant conducted an environmental assessment of all three routes to identify impacts to land use, vegetative communities, aquatic resources such as wetlands, wildlife habitat, ambient air quality, and any areas of cultural or historical significance. The report showed potential minor short-term impacts to air quality during construction of the pipeline. The preferred alignment does cross three canals, one ditch, and one wetland area; however, there would not be any disturbance to riparian areas. This is due to horizontal directional construction underneath each water body. All three alignments contained raptor nesting areas. The applicant would coordinate construction schedules to occur outside of seasonal nesting times.

The proposed request conforms to the criteria for approval of a conditional use permit including compatibility with the surrounding area, addressing off-site impacts, and not being detrimental to health, safety, or welfare of the residents and the County. The pipeline route is the best alternative that minimizes potential impacts on existing residential developments. The majority of the property that the pipeline traverses through is predominately used for agriculture and construction of the pipeline will not impede current or future use of these properties. There will be minimal noise, vibration, dust, or traffic associated with after construction is complete.

Development Agreement

As part of this request, the applicant has agreed to enter into a Development Agreement (Exhibit 3.4) with the County. The development agreement addresses pre-construction requirements, construction and operational standards of the pipelines, and maintenance.

Future Land Use Designation/Comprehensive Plan:

The future land use designations on the preferred alignment are Agriculture and Parks and Open Space. Per Chapter 5 of the County’s Comprehensive Plan, Agriculture areas are not expected to develop, except for very low density residential at 1 dwelling per 35 acres. Per Chapter 5 of the Comprehensive Plan, Parks and Open Space designated areas are intended to provide land for recreation and enjoyment, provide areas for wildlife, and preserve especially sensitive, beautiful, or historic areas

The request conforms to the goals of the Comprehensive Plan, as the section of land areas to construct the pipeline will not impede future development of the affected properties. In addition, the Airport Height and Noise Overlays restrict future development of occupied buildings near the airport. This limitation is due to potential nuisance conditions created by noise generated from aviation activities.

Compatibility with the Surrounding Area:

A majority of the surrounding properties to the preferred alignment are designated as A-3 and developed with agricultural uses. The request to allow a buried natural gas and crude oil pipeline will be compatible with uses on the surrounding properties and character of the neighborhood. In addition, the plans provided with the application shows the alignment will be designed and constructed to mitigate potential noise, odor, and traffic that may be associated with the pipeline. Staff is also recommending conditions of approval to ensure the applicant adheres to all federal, state, and local regulations as well as pre-construction, construction, and operational standards.

Referral Comments:

CDOT and CDPHE reviewed the request and had no concerns. Tri-County Health Department reviewed the request and provided the applicant with examples of best management practices for locating wastewater treatment systems and water wells that could be impacted. Tri-County also noted a discharge permit would be required if trench dewatering becomes necessary during construction. Colorado Parks and Wildlife also provided the applicant with best management practices for construction during nesting season, guidelines for performing wildlife surveys, and weed management to prevent the spread of noxious weeds. Xcel Energy reviewed the proposed alignment and noted the presence of high pressure and main natural gas distribution along a portion of the route. The applicant shall coordinate with Xcel for any permitting requirements.

Planning Commission (PC) Update:

The Planning Commission (PC) considered this case on September 13, 2018 and recommended approval of the request in a 7-0 vote. At the hearing, the PC asked the applicant to confirm various public outreach efforts that were undertaken to inform adjacent residential neighborhoods, specifically the Green Estates and Van Aire Subdivisions located north of E. 152nd Avenue. The PC also asked the applicant about the general lifespan of oil and gas wells that will be supported by the proposed pipeline infrastructure. The applicant informed the PC that they organized several neighborhood meetings prior to submitting the conditional use permit application. In addition, property owners adjacent to the proposed alignments were also notified by the County through the referral review of the project and the public hearing notice. Regarding the lifespan of the infrastructure, the applicant informed the PC that wellpads and associated infrastructure on average could last for about 25-30 years. However, the lifespan is also dependent on overall drilling schedule of the wells and market demand.

The PC also asked the applicant if there were any wetlands to be impacted. The applicant informed the PC that there is one area of wetland identified along the preferred alignment. However, the area will not be impact as they intend to bore below the depth of the wetland areas. The pipeline in this segment shall also be coated with abrasive resistant materials. There was no public testimony.

Staff Recommendations:

Based upon the application, the criteria for approval for a conditional use permit, areas and activities of state interest permit, and a recent site visit, PC and staff recommend Approval of this request with 33 findings-of-fact and 1 condition:

RECOMMENDED FINDINGS OF FACT

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.

4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.
9. Documentation that prior to site disturbance associated with the Proposed Project, the Applicant can and will obtain all necessary property rights, permits and approvals. The Board may, at its discretion, defer making a final decision on the application until outstanding property rights, permits and approvals are obtained or the Board may grant a Permit with conditions and/or conditions precedent which will adequately address outstanding concerns.
10. The Proposed Project considers the relevant provisions of the regional water quality plans.
11. The Applicant has the necessary expertise and financial capability to develop and operate the Proposed Project consistent with all requirements and conditions.
12. The Proposed Project is technically and financially feasible.
13. The Proposed Project is not subject to significant risk from Natural Hazards.
14. The Proposed Project is in general conformity with the applicable comprehensive plans.
15. The Proposed Project does not have a significant adverse effect on the capability of local government to provide services or exceed the capacity of service delivery systems.
16. The Proposed Project does not create an undue financial burden on existing or future residents of the County.
17. The Proposed Project does not significantly degrade any substantial sector of the local economy.
18. The Proposed Project does not unduly degrade the quality or quantity of recreational opportunities and experience.

19. The planning, design and operation of the Proposed Project reflects principals of resource conservation, energy efficiency and recycling or reuse.
20. The Proposed Project does not significantly degrade the environment. Appendix A includes the considerations that shall be used to determine whether there will be significant degradation of the environment. For purposes of this section, the term environment shall include:
 - Air quality,
 - Visual quality,
 - Surface water quality,
 - Groundwater quality,
 - Wetlands, flood plains, streambed meander limits, recharge areas, and riparian areas,
 - Terrestrial and aquatic animal life,
 - Terrestrial and aquatic plant life, and
 - Soils and geologic conditions.
21. The Proposed Project does not cause a nuisance and, if a nuisance has been determined to be created by the Proposed Project, the nuisance has been mitigated to the satisfaction of the County.
22. The Proposed Project does not significantly degrade areas of paleontological, historical, or archaeological importance.
23. The Proposed Project does not result in unreasonable risk of releases of hazardous materials. In making this determination as to such risk, the Board's consideration shall include:
 - Plans for compliance with Federal and State handling, storage, disposal and transportation requirements,
 - Use of waste minimization techniques, and
 - Adequacy of spill prevention and counter measures, and emergency response plans.
24. The benefits accruing to the County and its citizens from the proposed activity outweigh the losses of any resources within the County, or the losses of opportunities to develop such resources.
25. The Proposed Project is the best alternative available based on consideration of need, existing technology, cost, impact and these Regulations.
26. The Proposed Project shall not unduly degrade the quality or quantity of agricultural activities.
27. The proposed Project does not negatively affect transportation in the area.
28. All reasonable alternatives to the Proposed Project, including use of existing rights-of-way and joint use of rights-of-way wherever uses are compatible, have been adequately assessed

and the Proposed Project is compatible with and represents the best interests of the people of the County and represents a fair and reasonable utilization of resources in the Impact Area.

- 29. The nature and location of the Proposed Project or expansion will not unduly interfere with existing easements, rights-of-way, other utilities, canals, mineral claims or roads.
- 30. Adequate electric, gas, telephone, water, sewage and other utilities exist or shall be developed to service the site.
- 31. The proposed project will not have a significantly adverse Net Effect on the capacities or functioning of streams, lakes and reservoirs in the impact area, nor on the permeability, volume, recharge capability and depth of aquifers in the impact area.
- 32. The purpose and need for the Proposed Project are to meet the needs of an increasing population within the County, the area and community development plans and population trends demonstrate clearly a need for such development.
- 33. The Proposed Project is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area.

Recommended Conditions:

- 1. The applicant shall comply with all terms and conditions of the Development Agreement between Discovery DJ Services, LLC and Adams County.

PUBLIC COMMENTS

Notifications Sent	Comments Received
168	1

Property owners and residents within one-thousand hundred (1,000) feet of each of the three alignments were notified of the subject request. As of writing this report, staff has received one comment in opposition to the request. The respondent did not provide any specific reason for the opposition.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

None

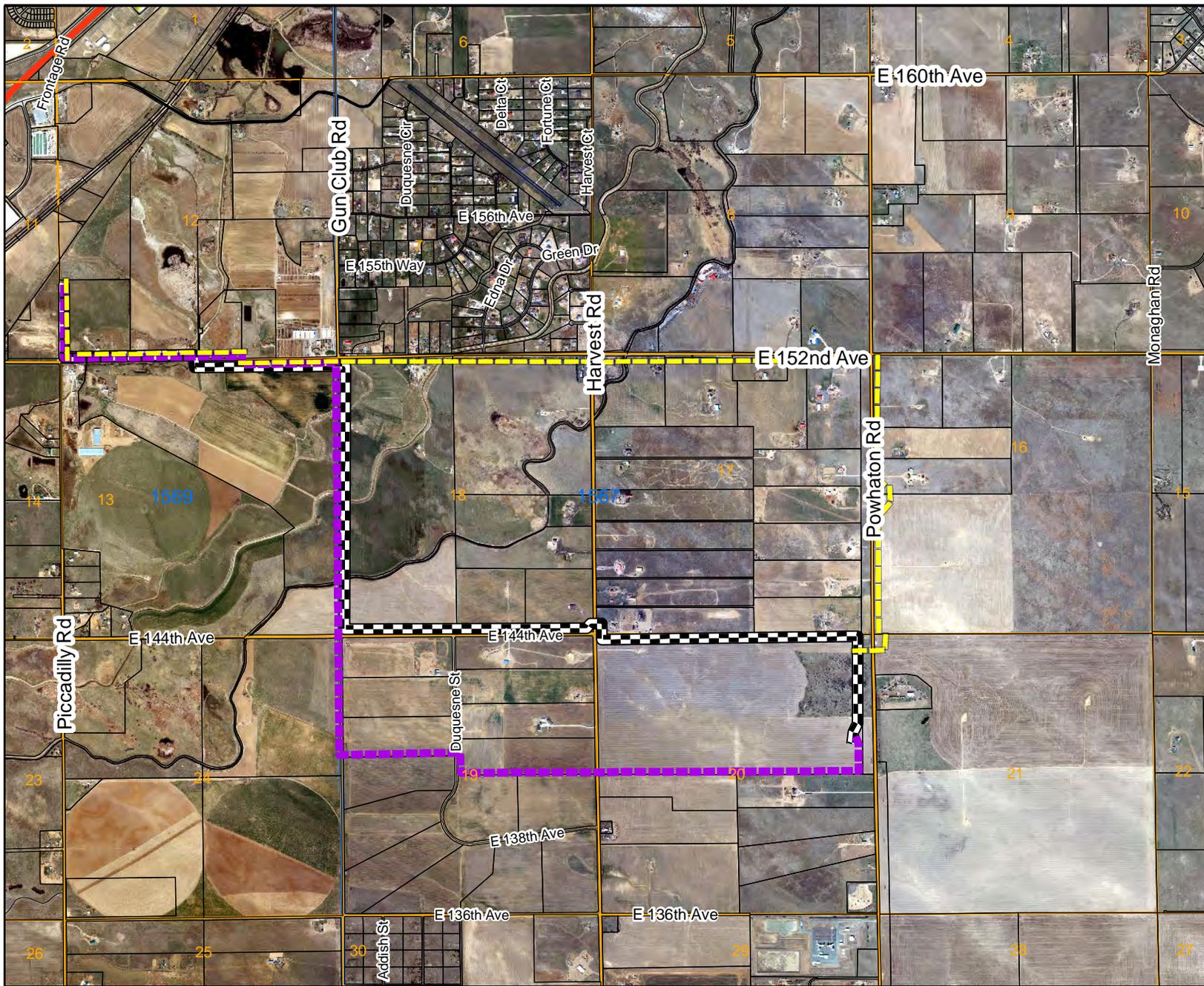
Responding without Concerns:

Colorado Department of Parks and Wildlife
 Colorado Department of Public Health and Environment

Colorado Department of Transportation
Tri-County Health Department
Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Adams East Metropolitan District
Brighton Fire District
Brighton School District
Bromley Park Metropolitan District
CDPHE-Air Quality
CDPHE-Water Quality
CDPHE-Solid Waste
Century Link
City of Brighton
Comcast
Farmers Reservoir & Irrigation
Metro Wastewater Reclamation
Regional Transportation Dist.
United Power



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)

RCU2018-00007

Colt Pipeline

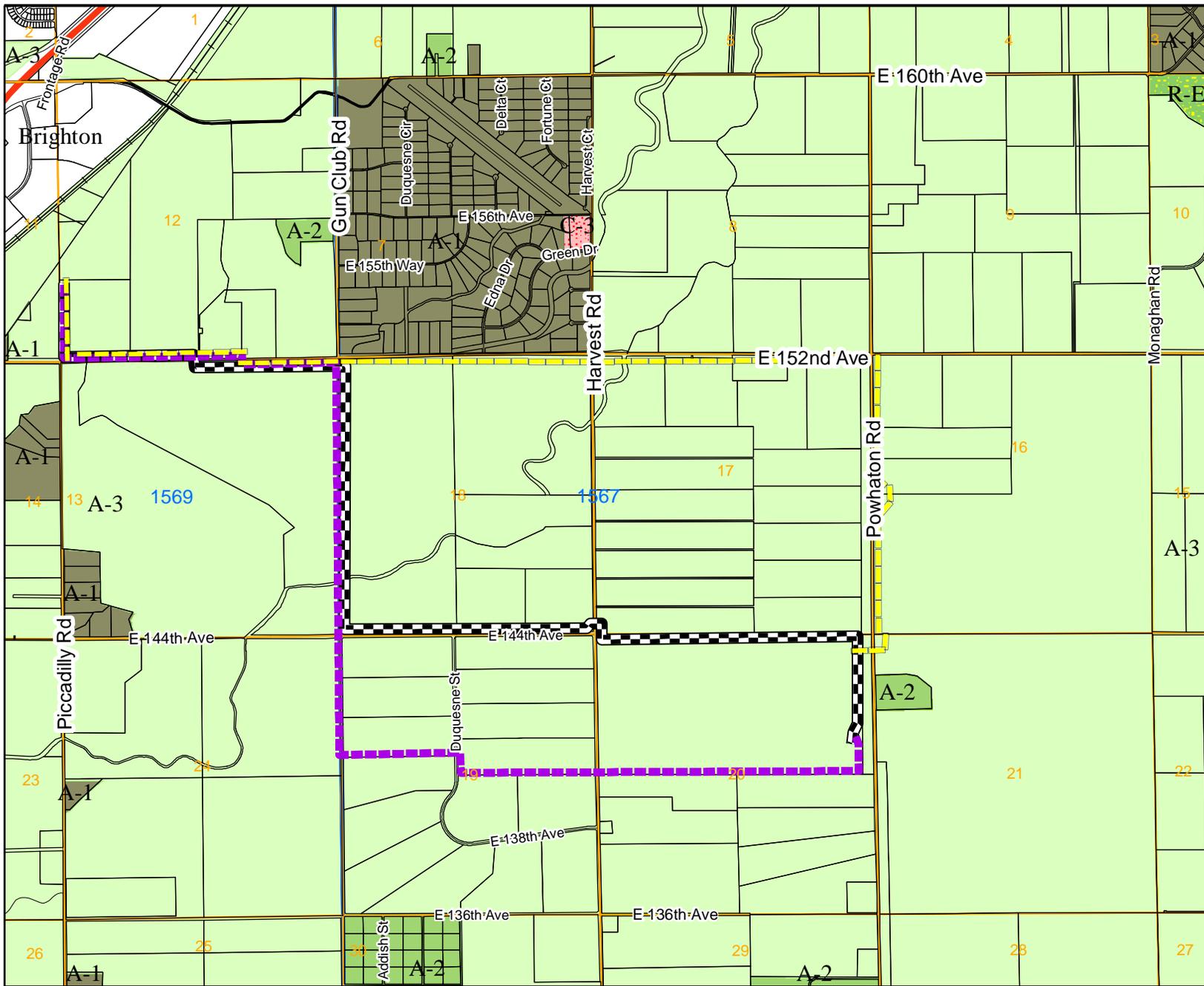
- Colt Preferred Route
- Colt Alternative 1
- Colt Alternative 2



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



Legend

- Railroad
 - Major Water
 - Zoning Line
 - Sections
- Zoning Districts**
- A-1
 - A-2
 - A-3
 - R-E
 - R-1-A
 - R-1-C
 - R-2
 - R-3
 - R-4
 - M-H
 - C-0
 - C-1
 - C-2
 - C-3
 - C-4
 - C-5
 - I-1
 - I-2
 - I-3
 - CO
 - PL
 - AV
 - DIA
 - P-U-D
 - P-U-D(P)

RCU2018-00007

Colt Pipeline

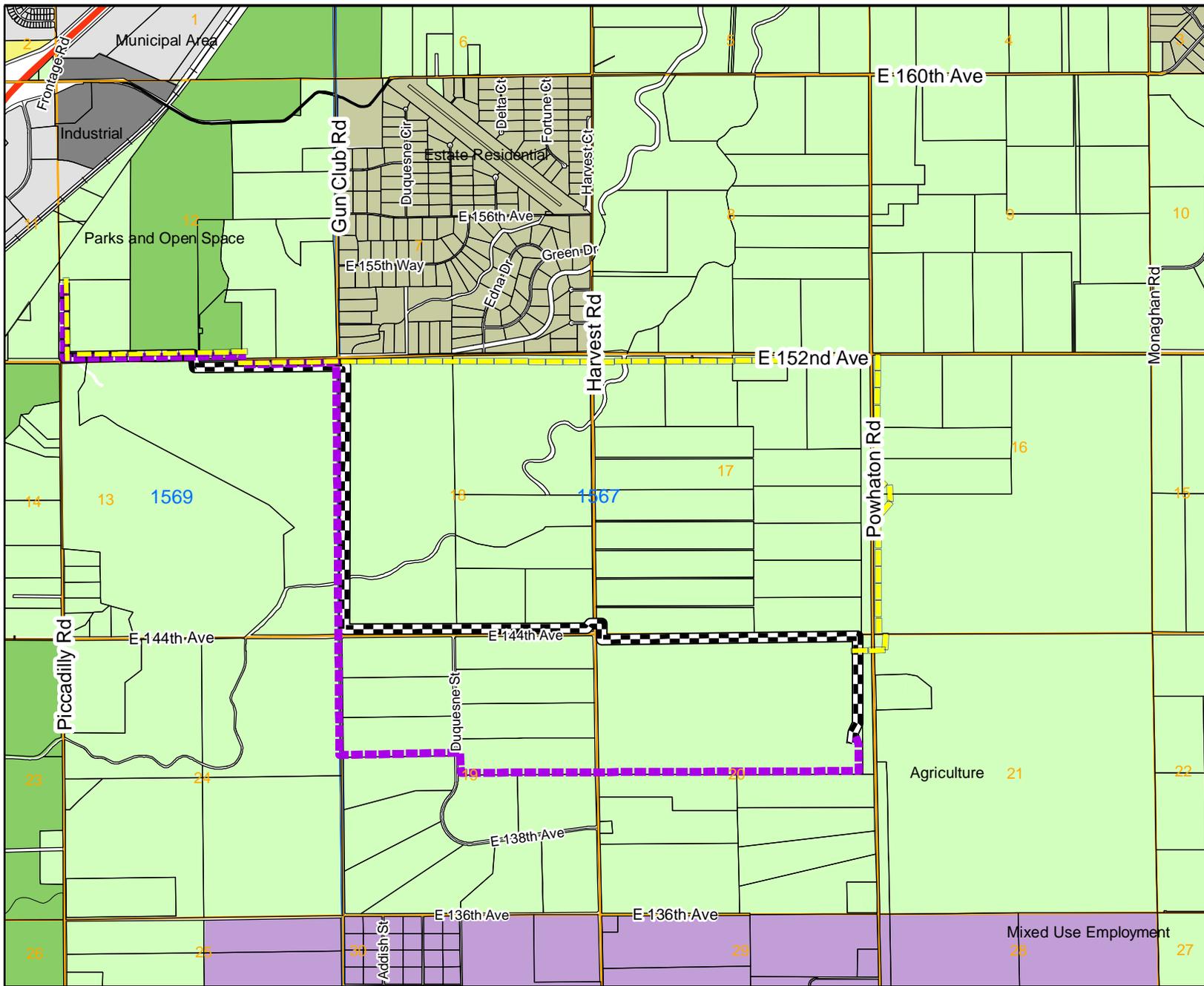
- Colt Preferred Route
- Colt Alternative 1
- Colt Alternative 2



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- Legend**
- Railroad
 - Major Water
 - Zoning Line
 - Sections
- Future Landuse Revised 2016**
- Residential**
- Urban Residential
 - Estate Residential
- Mixed Use**
- Local District Mixed Use
 - Mixed Use Neighborhood
 - Activity Center
 - Mixed Use Employment
- Commercial/Industrial**
- Commercial
 - Industrial
- Other**
- Agriculture
 - DIA Reserve
 - Parks and Open Space
 - Public
 - Municipal Area

RCU2018-00007

Colt Pipeline

- Colt Preferred Route
- Colt Alternative 1
- Colt Alternative 2



For display purposes only.



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COLT PIPELINE PROJECT

APPLICATION FOR CONDITIONAL USE PERMIT

INTRODUCTION

Discovery DJ Services, LLC is submitting this application for a Conditional Use Permit ("CUP") to Adams County. The application is in accordance with the requirements outlined under Chapter 2 of the Adams County Development Standards and Regulations ("ACDSR").

PURPOSE & NEED

Advances in oil and gas extraction technologies have resulted in a substantial increase in oil and gas activities across Colorado. Crude oil produced liquids (condensate, produced water) from these wells impede the natural gas production and require transportation to oil and gas facilities for processing, treatment, and either disposal or sale to regional markets. Currently, these liquids are transported by truck from the individual well pads resulting in an increasing number of loads per day on the local city and county roads and state highways. Similarly, the existing natural gas infrastructure in and around these wells is at capacity or doesn't exist within areas of new drilling. Centralized collection of these liquids and more efficient means of transportation are required to reduce the local truck traffic and facilitate transportation of the natural gas and produced liquids to locations where they can be processed and sold to meet market demands. The Project is a necessary component of the overall system to gather, process, transport and market the area's natural resources in the Niobrara and Codell formations.

PROJECT OVERVIEW

Discovery is proposing to construct a new 6-inch natural gas and 4-inch crude oil pipeline outside of Brighton, Colorado to facilitate the centralized collection of crude oil and produced liquids while facilitating the delivery of pipeline quality natural gas to regional markets. The natural gas and crude oil pipeline would start at the "Duck Club Pad" located approximately 1 mile east of Brighton, Colorado in the NE of S12, T1S, R65W. From this pad the oil and natural gas pipeline will be transported via a new 4-inch crude oil pipeline and a 6-inch natural gas pipeline for a total of approximately 4 miles. The lines will tie-into the Powhaton Compress station located approximately 4-miles east of Brighton, Colorado in the SE of S17, T1S, R65W.

EXPLANATION OF THE REQUEST

Pursuant to ACDSR Section 2-02-08-01, a conditional use is a land use which is "presumptively compatible with other land uses authorized or permitted in a zone district, but if approved...require more discretionary review than those uses which are authorized." Through consultation with the ACDP, Discovery has been advised that the proposed CDP and crude oil terminal facilities and respective pipelines use is classified as Industrial Use and subject to the County Conditional Use Permit review and approval. Consequently, Discovery respectfully submits this Application for the Board of County Commissioners' review and approval pursuant to regulations, procedures, and criteria for approval under the ACDSR Section 2-02-08.

DESCRIPTION OF PREFERRED PIPELINE ROUTE

The proposed route for the natural gas and crude oil pipeline will start at the Duck Club Pad located approximately 1,436.50' feet north of E. 152nd Ave in Section 12, Township 1S, Range 66W, both oil and natural gas will travel on the south side of E. 152nd Avenue for approximately 2,498.39', S13, T1S, R66W, lines will cross E. 152nd Avenue to the south, travel east along E. 152nd Avenue and the south side of the road for approximately 2,803.09', both oil and gas will travel south approximately 5,106.34', S13/18, T1S, R65W, both oil and gas will travel east on the north side of E. 144th Avenue for approximately 9,748.45', S19/20, T1S, R65W, ending at the Powhaton Compressor Station located West of Powhaton Road in S17, T1S, R65W.

A total of six (6) crossings have been identified, including Adams County Roads and irrigation canals.

Below summarize the road crossings that are along the preferred route.

Colt Pipeline Project Road Crossings Adams County Road Crossing			
No.	Road Crossed	Nearest Intersection	Distance to Intersection (Approximate)
1	E. 152 nd Ave	Picadilly Road & E. 152 nd Ave	2,550 ft.
2	Harvest Rd	E. 144 th Ave & Harvest Rd	260 ft.

Below summarize the canal crossings along the preferred route.

Colt Pipeline Project Adams County Non-County Road Crossing			
No.	Type of Feature	Name/Description	Approximate Crossing Location
1	Canal	Beebe Seep - FRICO	39° 58' 21.61" N, 104° 43' 29.55" W
2	Ditch	Burlington Ditch East Extension - FIRCO	39° 58' 09.37" N, 104° 42' 52.70" W
3	Canal	East Neres Canal - FRICO	39° 57' 54.74" N, 104° 42' 52.44" W
4	Canal	Denver-Hudson Canal - Henrylyn	39° 57' 39.07" N, 104° 42' 52.33" W

DESCRIPTION OF PROJECT ALTERNATVIES

Discovery has considered two alternative route alignments for the Project. Alternative route #2 would increase the route length by a mile which would have more impact the on the residents and natural environment. Alternative route #3 is shorter and more direct but would cause a greater impact on residents.

ALTERNATIVE ROUTE#2

Alternative #2 will start at the same location as the preferred route north approximately 1,150' to the north of E. 152nd Avenue, travel on the south side of E. 152nd Ave for approximately 5,260' east, travel south approximately 7,490', traveling east approximately 9,930', traveling north along Powhaton Rd approximately 2,700' ending at the Powhaton Compressor Station. This route adds and additional mile to the preferred route, impacting more residents.

ALTERNATIVE ROUTE#3

Alternative route #3 would start at the same location as the preferred route north approximately 1,150' north of E. 152nd Ave, travel east approximately 15,400' on the south side of E. 152nd Ave, travel south 5,600' on the east side of Powhatan Rd, crossing Powhatan Rd and ending at the Compressor Station. This route is shorter but will impact more residents and will add an additional 3 road crossings which could cause longer construction time.

PREFERRED ROUTE CONSIDERATIONS & REASONING

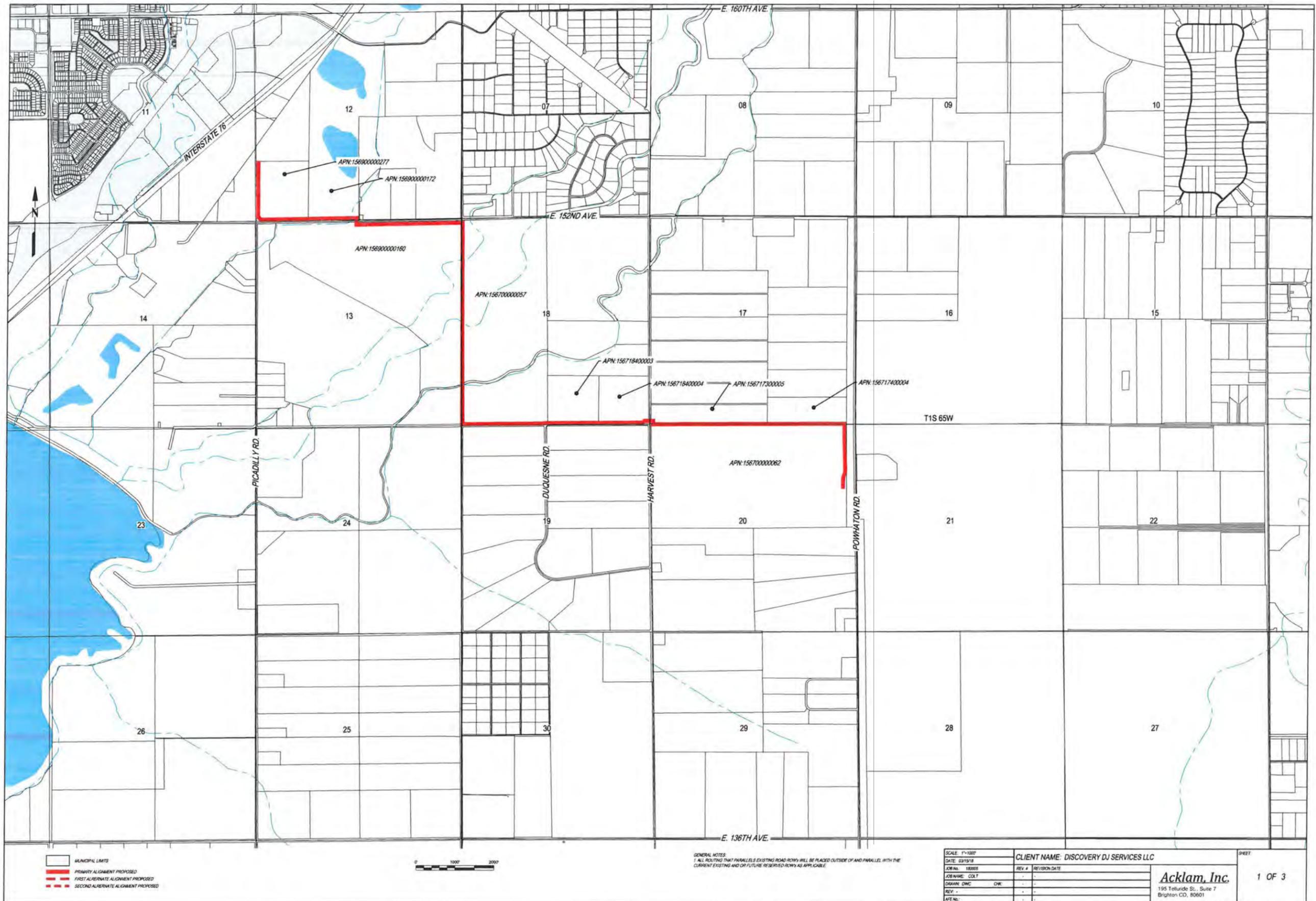
The preferred route was selected to mitigate the impacts to residential neighborhoods; conform with the comprehensive plans for the City of Brighton, Adams County and minimize impacts to the environment. The preferred route is located on lands within Adams County that are zoned as agricultural. Discovery worked with each respective landowner to develop the preferred alignment to mitigate impacts to activity cultivated fields and productive areas, along with landowners' considerations and preferences.

In addition to zoning and landowner considerations, numerous other factors were included in the decision process for the selection of the preferred route. Discovery has reviewed and considered the Adams County Comprehensive Plan as well as the Adams County Transportation Plan in selection of the preferred route, keeping the permanent right-of-way outside of County Road right-of-way on roads such as E. 152nd Ave and E. 144th Ave. The County trails, parks and open space have also been considered in the planning of the preferred route, resulting in no impact.

The preferred route does cross various canals associated with regional drainage and irrigation, such as the Beebe Seep Canal, East Neres, Burlington Ditch and the Denver-Hudson Canal systems. Discovery will plan to cross these canals via bore or horizontal direction drill, in accordance with the respective canal company requirements. Permit applications for these crossings have been applied for and are pending at the time this application submittal.

PROJECT SITE PLAN

Pipeline alignment sheets, showing the planned location and route of the natural gas and crude oil pipelines, permanent easement, and temporary construction areas and associated above ground facilities located within Adams County are provided in the packet.



MUNICIPAL LIMITS
 PRIMARY ALIGNMENT PROPOSED
 FIRST ALTERNATE ALIGNMENT PROPOSED
 SECOND ALTERNATE ALIGNMENT PROPOSED



GENERAL NOTES:
 1. ALL ROUTING THAT PARALLELS EXISTING ROAD ROWS WILL BE PLACED OUTSIDE OF AND PARALLEL WITH THE CURRENT EXISTING AND OR FUTURE RESERVED ROWS AS APPLICABLE.

SCALE: 1"=100'	CLIENT NAME: DISCOVERY DJ SERVICES LLC	SHEET
DATE: 03/15/18	REV #	REVISION DATE
JOB NO: 180005	-	-
JOB NAME: COLT	-	-
DRAWN: DMC	DMC	-
REP: -	-	-
APP: -	-	-
Acklam, Inc. 195 Telluride St., Suite 7 Brighton CO, 80601		1 OF 3

PARCEL INFORMATION FOR PREFERRED ROUTE

SEC12 T1S R66W

Parcel # 0156900000277
Owner Info: Curtis Blocker c/o Edith Pineyro
21855 E. 152nd Ave
Brighton, CO 80603

Parcel # 0156900000172
Owner Info: Mile High Duck Club
c/o Brown and Locke PC
1720 S. Bellaire St., Ste 405
Denver, CO 80222-4320

SEC13 T1S R66W

Parcel # 0156900000160
Owner Info: John Rock Family
c/o John Rock, Manager
821 S. 6th Ave
Brighton, CO 80601

SEC18 T1S R65W

Parcel # 0156700000057
Owner Info: Gail Smith Trust
23880 E. 152nd Ave
Brighton, CO 80603

Parcel # 0156718400003
Owner Info: DS LLC
2 Osprey Cir
Thornton, CO 80241-4104

Parcel # 0156718400004
Owner Info: Ramon Gallegos Basulto
c/o Eduviges De Rivera Gallegos
13656 Madison St.
Thornton, CO 80602

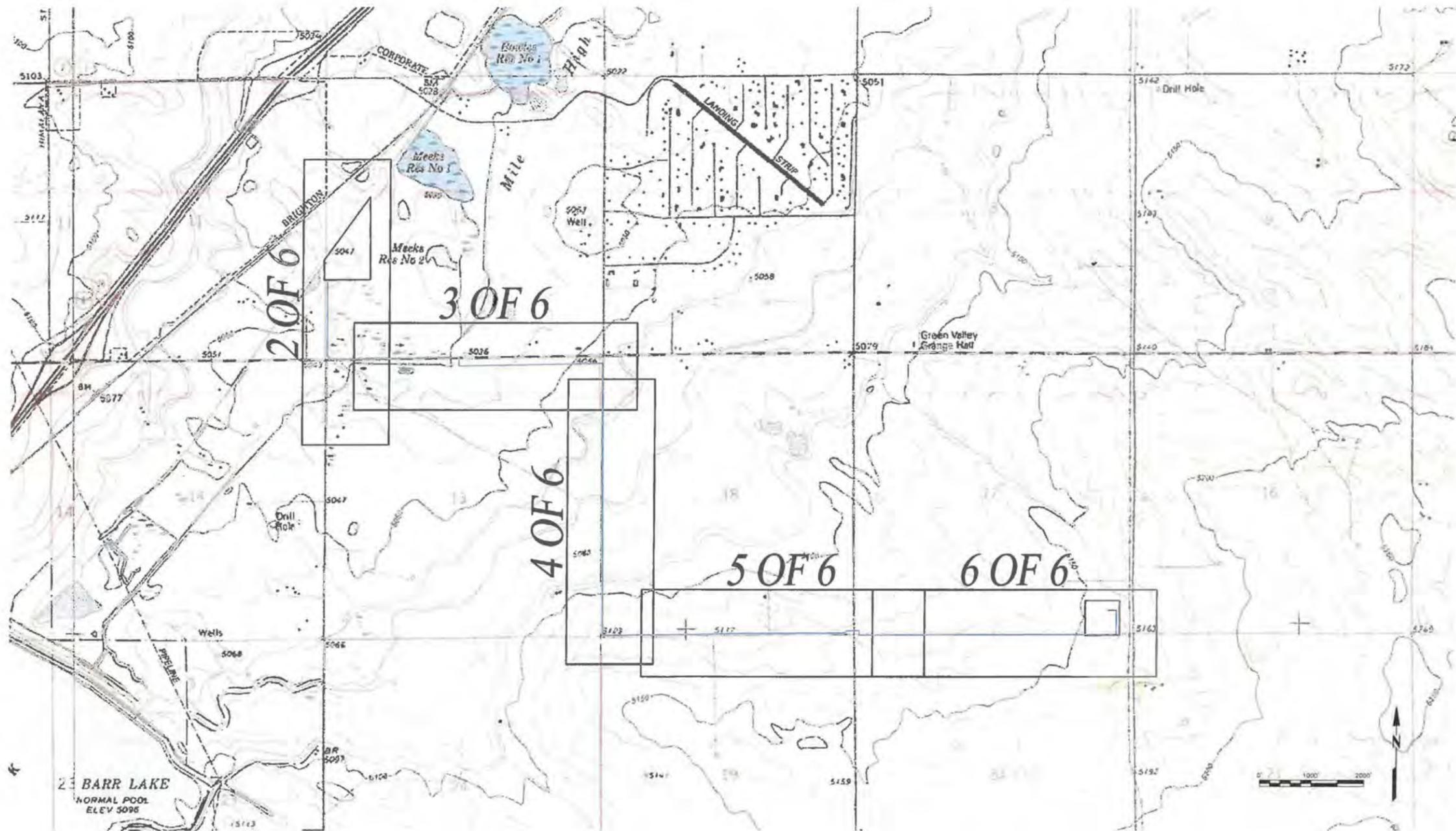


Colt 6-inch Natural Gas and 4-inch Oil Pipeline Project

SEC 17 T1S R65W

Parcel # 0156717300005
Owner Info: Euden Balderrama
c/o Bianca Balderrama
14440 Harvest Mile Rd.
Brighton, CO 80603-5806

Parcel # 0156717400004
Owner Info: Mike and Maria Santos
119 S. Raleigh St.
Denver, CO 80219-1849



CERTIFICATION:
 ALL INFORMATION IS PROVIDED IN THE UTMOST GOOD FAITH BASED UPON THE BEST INFORMATION AVAILABLE AT THE TIME, INCLUDING EVERY REASONABLE EFFORT TO ENSURE THE ACCURACY AND
 VALIDITY OF INFORMATION PROVIDED. ERRORS AND OMISSIONS EXPECTED.

NOTES:
 1. LOCATIONS OF UTILITIES AND EXISTING PIPELINES WERE DETERMINED FROM MOBILE SURFACE EVIDENCE. THESE LOCATIONS AS SHOWN MAY NOT BE ACCURATE OR COMPLETE. OTHER UTILITIES MAY EXIST AND ARE
 TO BE FIELD LOCATED BY OTHER PARTY TO CONSTRUCTION.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING COLORADO ONE-CALL OR 811 OR 1-800-321-1807 AT LEAST 72 HOURS PRIOR TO DIGGING.
 3. DISTANCES SHOWN BETWEEN ARE BASED ON GPS SURVEYING AND/OR THE DEANE PHOTOGRAMMETER (2005) SERVICE OFFERED BY THE N.A.S. AND PROJECTED TO TOLSONADO COORDINATE SYSTEM OF 1983 NORTH
 ZONE 10 (G.A.S. 38-52-105 & 106). DISTANCES SHOWN BETWEEN ARE IN US SURVEY FEET (S.F.). THE CORRECTION FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999732855.
 4.1. THE PROPOSED PIPELINE AND EXISTING PIPELINES, IF SHOWN, IS INTENDED TO REPRESENT VERTICAL CLEARANCES FOR PLANNING PURPOSES. THE VERTICAL POSITION IS NOT BASED ON AN EXISTING DESIGN
 AND IS NOT TO BE USED FOR CONSTRUCTION.

REFERENCED DRAWINGS			DRAWING REVISIONS				SCALE: 1"=200'	
ID	DRAWING NUMBER	TITLE	NO.	DESCRIPTION	BY	CHK	APVD	DATE
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								JOB No.: 180005
								JOB NAME: COLT ROUTE
								DRAWN: RMC
								CHK: DMC
								REV: -
								AFE No.: EX0003

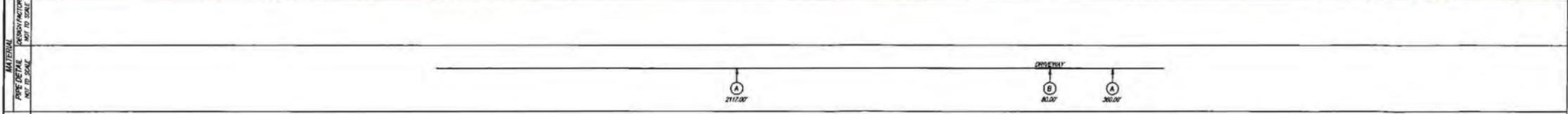
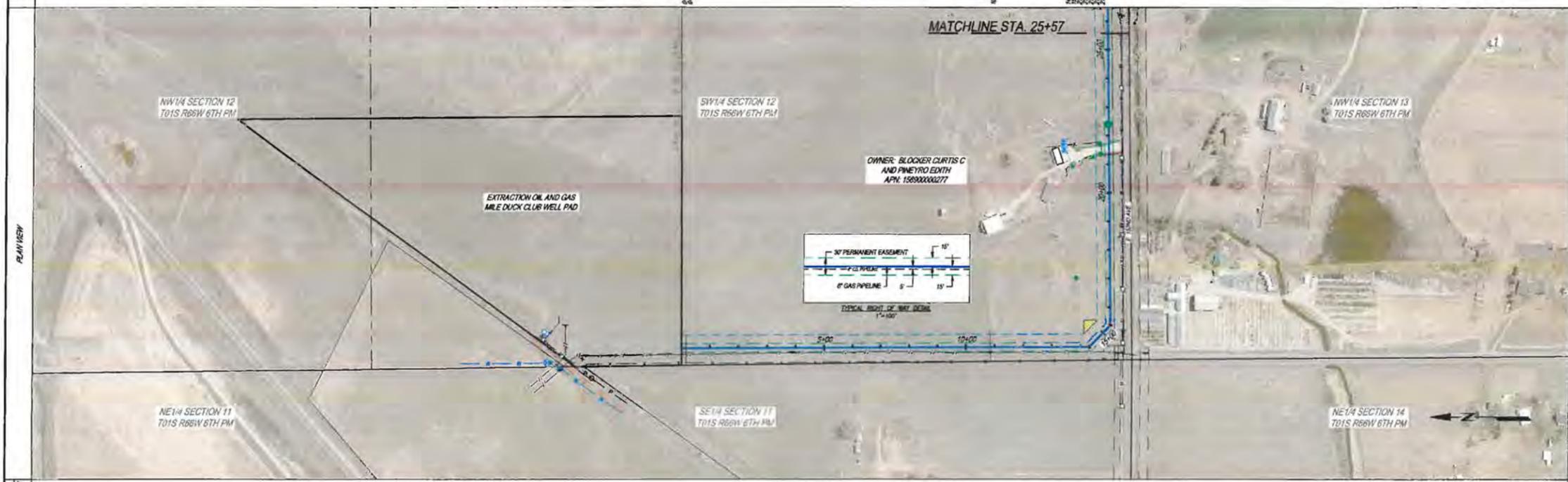
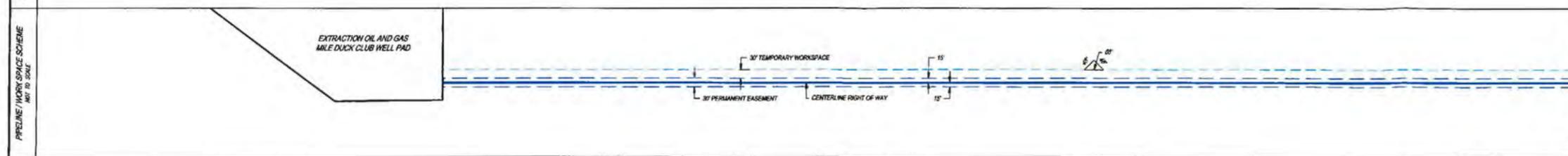
DISCOVERY
 MIDSTREAM PARTNERS

Acklam, Inc.
 195 Telluride St., Suite 7
 Brighton CO, 80601

DISCOVERY DJ SERVICES LLC
 COLT 6" GAS AFE EX0003
 STA. 0+00 TO STA. 225+50

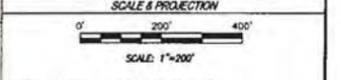
PROPOSED 6" GAS PIPELINE

SHEET:
 1 OF 6
 CDS-001



BILL OF MATERIALS		
ID	SIZE	QUANTITY
A	6.000" O.D. PIPE, (0.283), SMLS/ENR, CS API 5L PSL2, X-52, BBE, 17-14 MILS FBE COATED	2477'
B	6.000" O.D. PIPE, (0.283), SMLS/ENR, CS API 5L PSL2, X-52, BBE, AND COATED	80'
C	ELBOW, 90 DEG, 3R, SEGRADABLE BEND, STD WALL, CS, MSS-SP-75, OR Y-52, API 5L PSL2, ENR, OR X-52	0
D	ELBOW, 45 DEG, 3R, SEGRADABLE BEND, STD WALL, CS, MSS-SP-75, OR Y-52, API 5L PSL2, ENR, OR X-52	2
E	ELBOW, 30 DEG, 3R, SEGRADABLE BEND, STD WALL, CS, MSS-SP-75, OR Y-52, API 5L PSL2, ENR, OR X-52	0
F	ELBOW, 22.5 DEG, 3R, SEGRADABLE BEND, STD WALL, CS, MSS-SP-75, OR Y-52, API 5L PSL2, ENR, OR X-52	0
G	ELBOW, 15.0 DEG, 3R, SEGRADABLE BEND, STD WALL, CS, MSS-SP-75, OR Y-52, API 5L PSL2, ENR, OR X-52	0
H	ELBOW, 12.5 DEG, 3R, SEGRADABLE BEND, STD WALL, CS, MSS-SP-75, OR Y-52, API 5L PSL2, ENR, OR X-52	0
J	TYPE 1 TEST STATION W/ MARKER	0
K	TYPE 2 TEST STATION W/ MARKER	0
L	ZINC REBORN	0

- FIELD NOTES**
1. PHOTOGRAPHS PER API 1104 STANDARDS LATEST EDITION
 2. CODES: THIS PIPELINE(S) INSTALLED UNDER THE FOLLOWING:
 - A. AS SHOWN
 - B. ALL APPLICABLE PERMITS
 - C. COMPANY STANDARDS
 3. TEST STATIONS WILL BE INSTALLED EVERY 5200' UNLESS OTHERWISE SPECIFIED.
 4. PIPELINE LINE MARKERS WILL BE INSTALLED AT EVERY ROAD CROSSING AND POINT OF INTERSECTION AND WITHIN LINE OF SIGHT, UNLESS OTHERWISE NOTED. PIPELINE SHALL BE INSTALLED A MINIMUM OF (10) FEET FROM DISTRIBUTION POWER POLE. IN CASES WHERE A MINIMUM OF (10) FEET CANNOT BE ACHIEVED, THE CONTRACTOR IS RESPONSIBLE FOR SUPPORTING POWER POLES DURING CONSTRUCTION.
 5. TO ACHIEVE ABOVE GROUND SUPPORT ELEVATIONS, CONTRACTOR TO FIELD BEND PIPE AS NECESSARY.
 6. DRILL PROFILE INTENDED AS A GUIDE ONLY. DRILLER IS RESPONSIBLE FOR FINAL PROFILE.
 7. PIPELINE TO BE INSTALLED WITH A MINIMUM VERTICAL CLEARANCE OF 24" AT ALL FOREIGN PIPELINE CROSSINGS UNLESS OTHERWISE NOTED.
 8. PIPELINE TO BE INSTALLED WITH A MINIMUM DEPTH OF 48" UNLESS OTHERWISE NOTED.
 9. 8 HOUR HYDROTEST PERFORMED AT 2150 - 2210 PSI FOR 8 HOURS. TESTING MUST ACHIEVE NO PRESSURE LOSS FOR THE LAST TWO HOURS OF HYDROTEST.
 10. FIELD JOINT COATING: SP-2088 PER SEC. 9.9, DISCOVERY CONSTRUCTION SPECIFICATIONS.
 11. DESIGN PRESSURE: 1440 psig.
 12. DESIGN TEMP: 100°F.
 13. WHP @ 2088PSIG: GAS-127 psig.



LEGEND

- PERMANENT R.O.W.
- TEMPORARY WORKSPACE
- EXISTING PIPELINE
- PROPOSED PIPELINE ALIGNMENT
- APPROX. EROSION CONTROL DEVICE
- OVERHEAD POWER LINE
- WATER LINE
- TELEPHONE LINE
- SECTION LINE
- QUARTER LINE
- SIXTEENTH LINE
- PROPERTY LINE
- FENCE
- DITCH
- RIGHT OF WAY
- ADDITIONAL TEMPORARY WORKSPACE
- WETLAND
- POINT OF INTERSECTION
- CLAY WIRE
- TEST STATION/CP
- TEST STATION
- TELEPHONE/CABLE PEDESTAL
- PIPELINE MARKER
- DRILL ENTRY/EXIT
- ELECTRIC METER
- MARKER
- WATER VALVE
- WATER VALVE
- TEST STATION
- POWER POLE
- CULVERT
- TREE
- SHRUB

NOTES

1. LOCATIONS OF UTILITIES AND FOREIGN PIPELINES WERE DETERMINED FROM VISUAL SURFACE EVIDENCE. THESE LOCATIONS AS SHOWN MAY NOT BE ACCURATE OR COMPLETE. OTHER UTILITIES MAY EXIST AND ARE TO BE FIELD LOCATED BY OTHERS PRIOR TO EXCAVATION.
2. DIMENSIONS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS AND/OR THE ONLINE POSITONING USER SERVICE OFFERED BY THE U.S.G. AND PROJECTED TO COLORADO COORDINATE SYSTEM OF 1983 NORTH DATUM. (SCALE: 30-12-135 & 106). DIMENSIONS SHOWN HEREON ARE IN US SURVEY FEET GROUND. THE CORRECTION FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999733885.
3. THE PROPOSED PIPELINE AND GROUND PROFILE, IF SHOWN, IS INTENDED TO REPRESENT TYPICAL CLEARANCES FOR PERMITTING PURPOSES. THE VERTICAL POSITION IS NOT BASED ON AN ENGINEERING DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION.

REFERENCED DRAWINGS		DRAWING REVISIONS				SCALE: 1"=200'		
ID	DRAWING NUMBER	TITLE	NO.	DESCRIPTION	BY	CHK	APVD	DATE

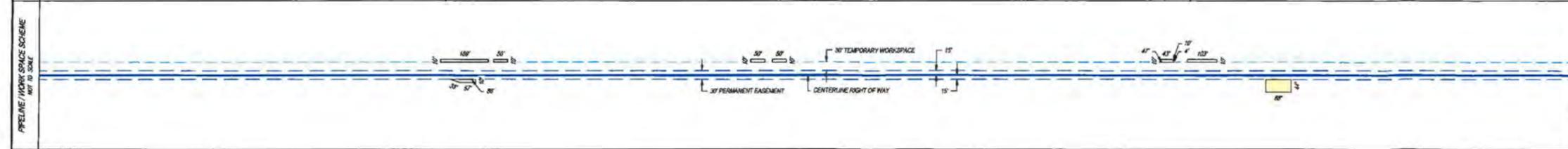
DISCOVERY
MIDSTREAM PARTNERS

Acklam, Inc.
195 Telluride St., Suite 7
Brighton CO, 80001

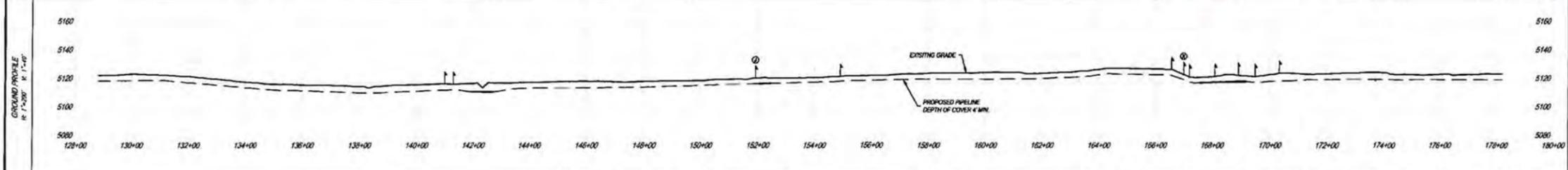
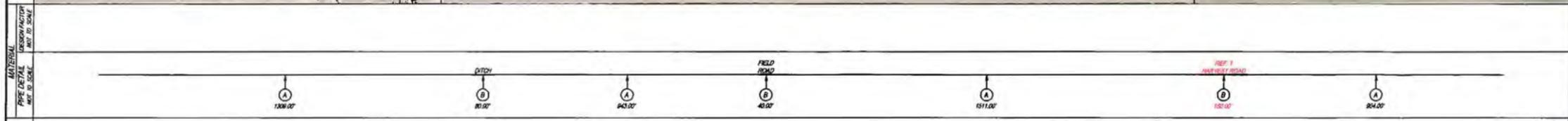
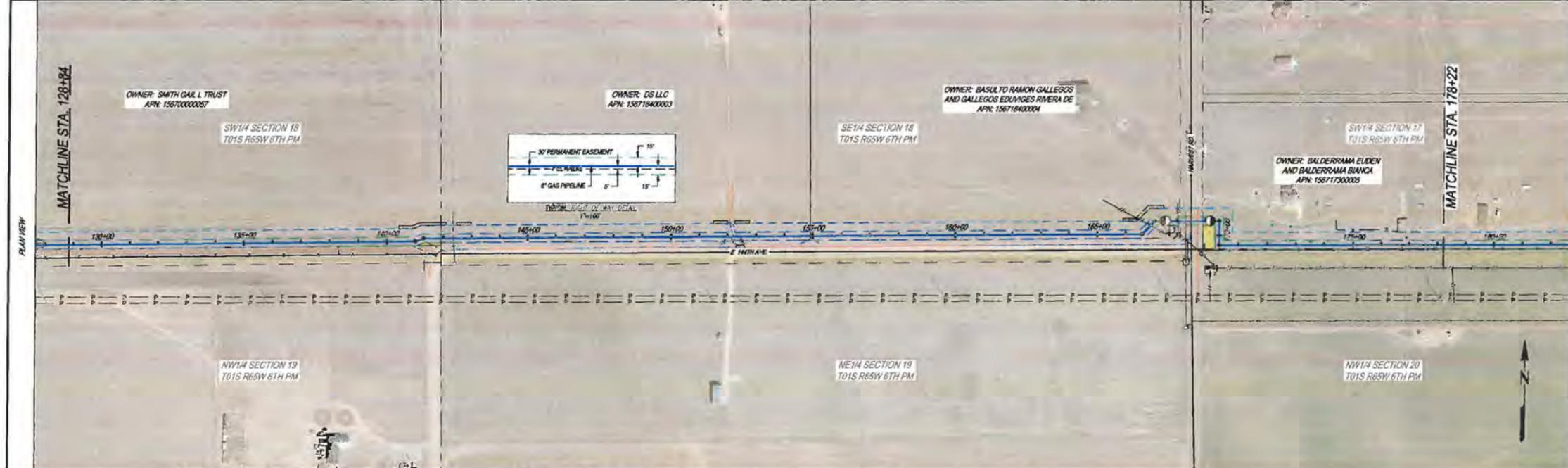
DISCOVERY DJ SERVICES LLC
COLT 6" GAS AFE EXG003
STA. 0+00 TO STA. 25+57

PROPOSED 6" GAS PIPELINE

OWNER/CONTRACT	OWNER: SMITH GAIL L TRUST APN: 15670000057	OWNER: DS LLC APN: 15671840003	OWNER: BASILIO RAMON GALLEGOS AND GALLEGOS EDUARGES RIVERA DE APN: 15671840004	OWNER: BALDERRAMA ELDIVY AND BALDERRAMA BANCA APN: 15671730005
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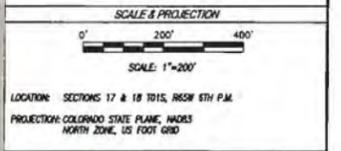


STATION/DESCRIPTION	MATCHLINE STA. 128+84	MATCHLINE STA. 178+22
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BILL OF MATERIALS		
ID	SIZE	QUANTITY
A	6.000"	4667'
B	6.000"	230'
C	6.000"	2
D	6.000"	2
E	6.000"	0
F	6.000"	2
G	6.000"	0
H	6.000"	0
J		1
K		1
L		0

- FIELD NOTES**
- CONSTRUCTION:**
1. PHOTOGRAPHS PER API 1104 STANDARDS LATEST EDITION
 2. CHECKS THIS PIPELINE(S) INSTALLED UNDER THE FOLLOWING:
 - A. 48" COV. 15'
 - B. ALL APPLICABLE PERMITS
 - C. COMPANY STANDARDS
 3. TEST STATIONS WILL BE INSTALLED EVERY 5280' UNLESS OTHERWISE SPECIFIED.
 4. PIPELINE LINE MARKERS WILL BE INSTALLED AT EVERY ROAD CROSSING AND POINT OF INTERSECTION AND WITHIN LINE OF SIGHT. IN CASES WHERE A MINIMUM OF (10) FEET CANNOT BE ACHIEVED, THE CONTRACTOR IS RESPONSIBLE FOR SUPPORTING POWER POLES DURING CONSTRUCTION.
 5. TO ACHIEVE ABOVE GROUND SUPPORT ELEVATIONS, CONTRACTOR TO FIELD BOND PIPE AS NECESSARY.
 6. DRILL PROFILE INTENDED AS A GUIDE ONLY. DRILLER IS RESPONSIBLE FOR FINAL PROFILE.
 7. PIPELINE TO BE INSTALLED WITH A MINIMUM VERTICAL CLEARANCE OF 24" AT ALL FOREIGN PIPELINE CROSSINGS UNLESS OTHERWISE NOTED.
 8. PIPELINE TO BE INSTALLED WITH A MINIMUM DEPTH OF 48" UNLESS OTHERWISE NOTED.
 9. 8 HOUR HYDROTEST PERFORMED AT 2100 - 2210 PSI FOR 8 HOURS.
 10. TESTING MUST ACHIEVE NO PRESSURE LOSS FOR THE LAST TWO HOURS OF HYDROTEST.
 11. FIELD JOINT COATING: SP-2000 PER SEC. 9.8, DISCOVERY CONSTRUCTION SPECIFICATIONS.
 12. DESIGN PRESSURE: 1440 psig.
 13. DESIGN TEMP: 100°F
 14. WAP # SURVIVORS GAS-532 psig



LEGEND

- PERMANENT P.O.U.
- TEMPORARY WORKSPACE
- EXISTING PIPELINE
- PROPOSED PIPELINE ALIGNMENT
- APPROX. CROSSING CONTROL DEVICE
- OVERHEAD POWER LINE
- WATER LINE
- TELEPHONE LINE
- SECTION LINE
- QUARTER LINE
- SIXTEENTH LINE
- PROPERTY LINE
- FENCE
- DITCH
- RIGHT OF WAY
- ADDITIONAL TEMPORARY WORKSPACE
- WETLAND
- POINT OF INTERSECTION
- GUY WIRE
- TEST STATION/CP
- TEST STATION
- TELEPHONE/CABLE PEDDESTAL
- PIPELINE MARKER
- DRILL ENTRY/EXIT
- ELECTRIC METER
- MARKER
- GUY WIRE
- WATER VALVE
- WATER VALVE
- TEST STATION
- POWER POLE
- CLAYBOLT
- TREE
- SHRUB

NOTES

1. LOCATION OF UTILITIES AND FOREIGN PIPELINES WERE DETERMINED FROM VISUAL SURVEY EVIDENCE. THESE LOCATIONS AS SHOWN MAY NOT BE ACCURATE OR COMPLETE. OTHER UTILITIES MAY EXIST AND ARE TO BE FIELD LOCATED BY OTHER PARTY TO EXCAVATION.
2. FINISHED SURFACE WITHIN ANY BOUNDARY OR OPERATIONS AND/OR THE UNDER POSTING USER SERVICE OFFERED BY THE A.G.S. AND PROJECTED TO COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE (C.P.S. 83-32-103 & 104) DISTANCES SHOWN HEREIN ARE IN US SURVEY FEET ONLY. THE CORRECTION FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.99972385.
3. THE PROPOSED PIPELINE AND EXISTING PROFILE, IF SHOWN, IS INTENDED TO REPRESENT TYPICAL CLEARANCES FOR PERMITTING PURPOSES. THE VERTICAL POSITION IS NOT MADE BY AN ENGINEERING SURVEY AND IS NOT TO BE USED FOR CONSTRUCTION.

REFERENCED DRAWINGS				DRAWING REVISIONS			
ID	DRAWING NUMBER	TITLE	NO.	DESCRIPTION	BY	CHK	APD
1	TBD	HARVEST ROAD					

SCALE: 1"=200'

DATE: 03/02/18

JOB NO.: 180005

JOB NAME: COLT ROUTE

DRAWING PNC

CHK: DMC

REV: -

APP: NLS-EX0003

DISCOVERY
MIDSTREAM PARTNERS

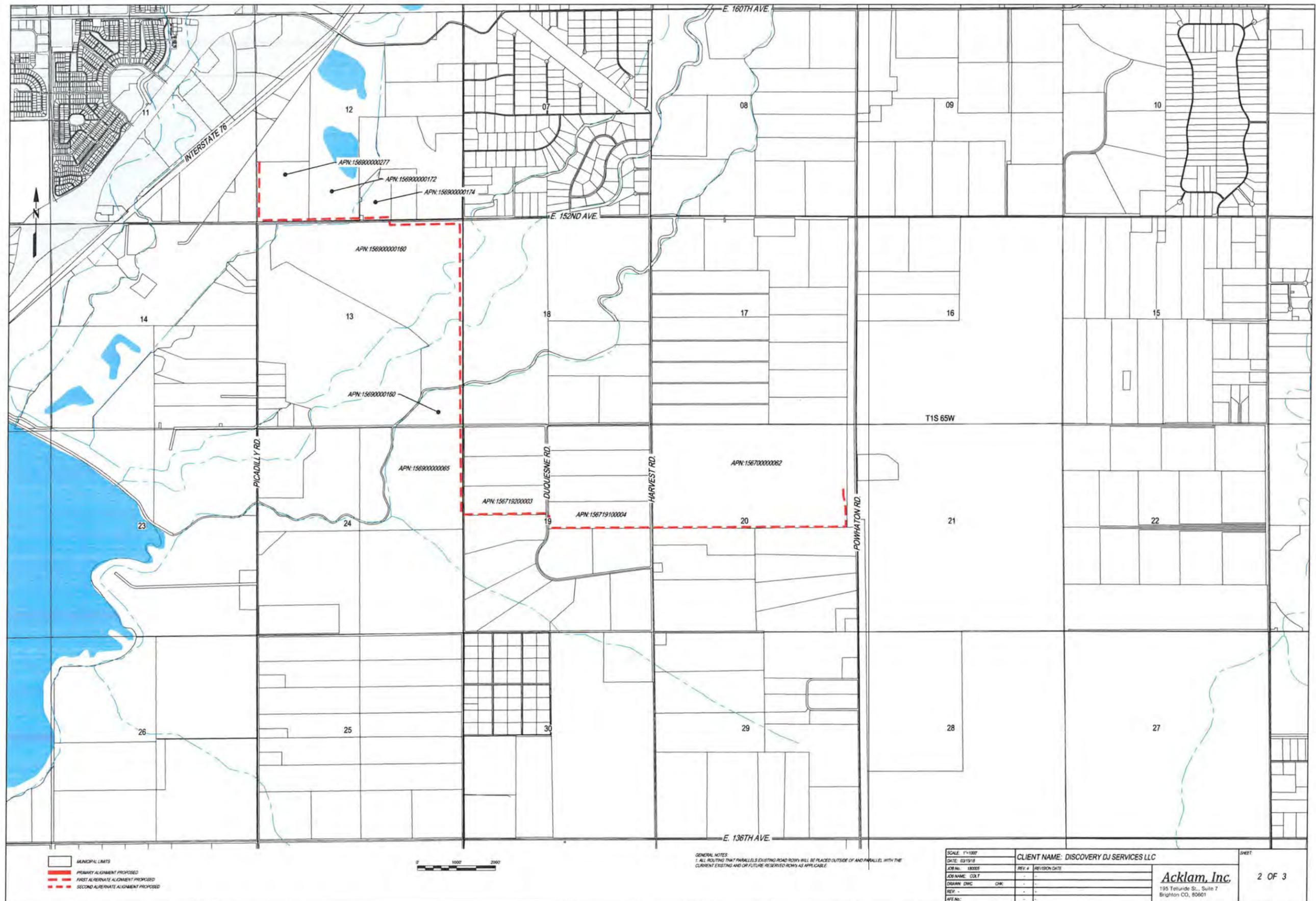
Acklam, Inc.
195 Telluride St., Suite 7
Brighton CO, 80601

DISCOVERY DJ SERVICES LLC
COLT 6" GAS AFE EX0003
STA. 128+84 TO STA. 178+22

PROPOSED 6" GAS PIPELINE

SHEET: 5 OF 6

CD0-003

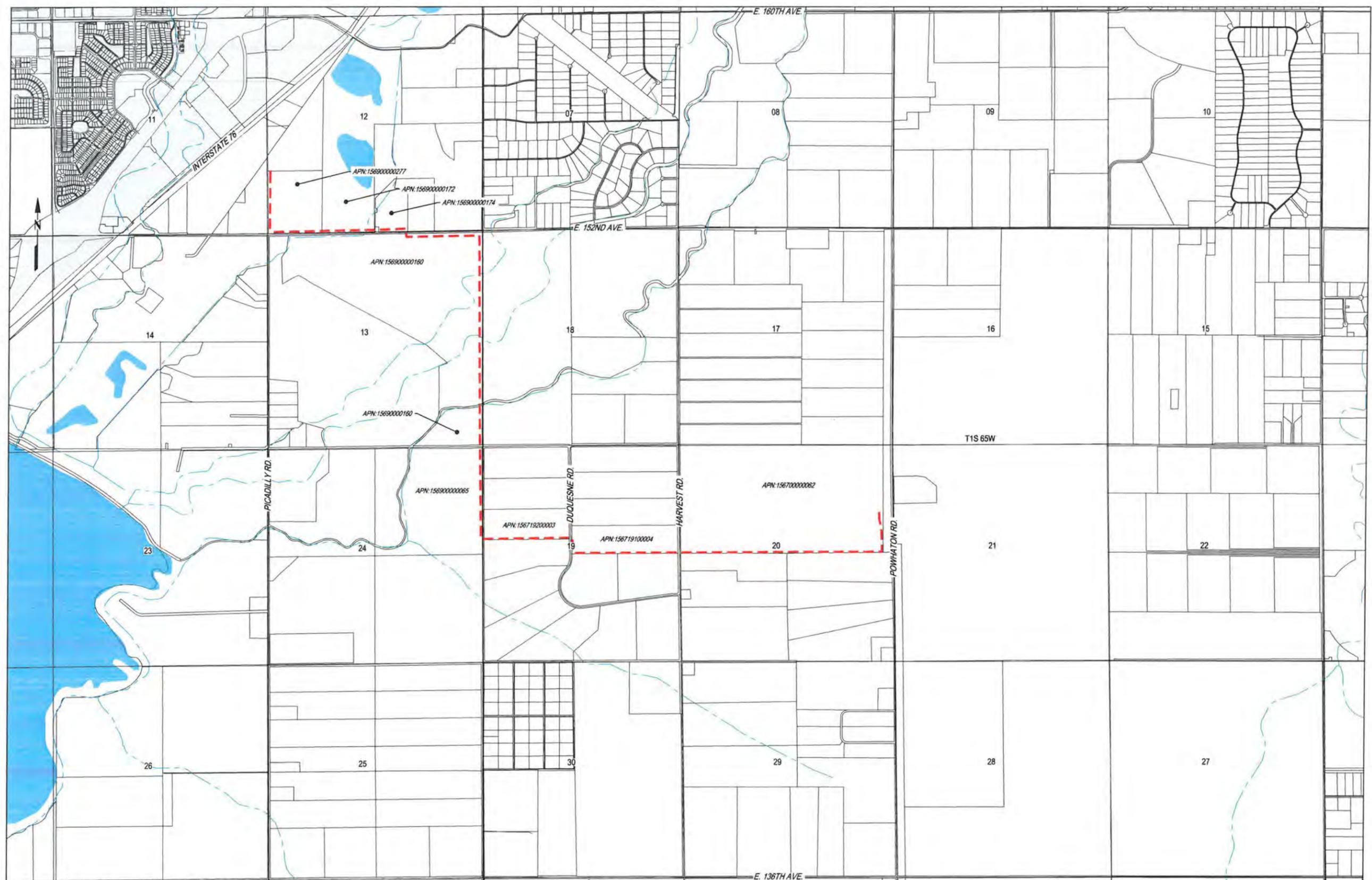


MUNICIPAL LIMITS
 PRIMARY ALIGNMENT PROPOSED
 FIRST ALTERNATE ALIGNMENT PROPOSED
 SECOND ALTERNATE ALIGNMENT PROPOSED



GENERAL NOTES:
 1. ALL ROUTING THAT PARALLELS EXISTING ROAD ROWS WILL BE PLACED OUTSIDE OF AND PARALLEL WITH THE CURRENT EXISTING AND/OR FUTURE RESERVED ROWS AS APPLICABLE.

SCALE: 1"=100'	CLIENT NAME: DISCOVERY DJ SERVICES LLC	SHEET
DATE: 03/15/18	REV #	REVISION DATE
JOB NAME: COLT	-	-
DRAWN: DMC	DMC	-
REV: -	-	-
DATE: -	-	-
Acklam, Inc. 195 Telluride St., Suite 7 Brighton CO, 80601		2 OF 3

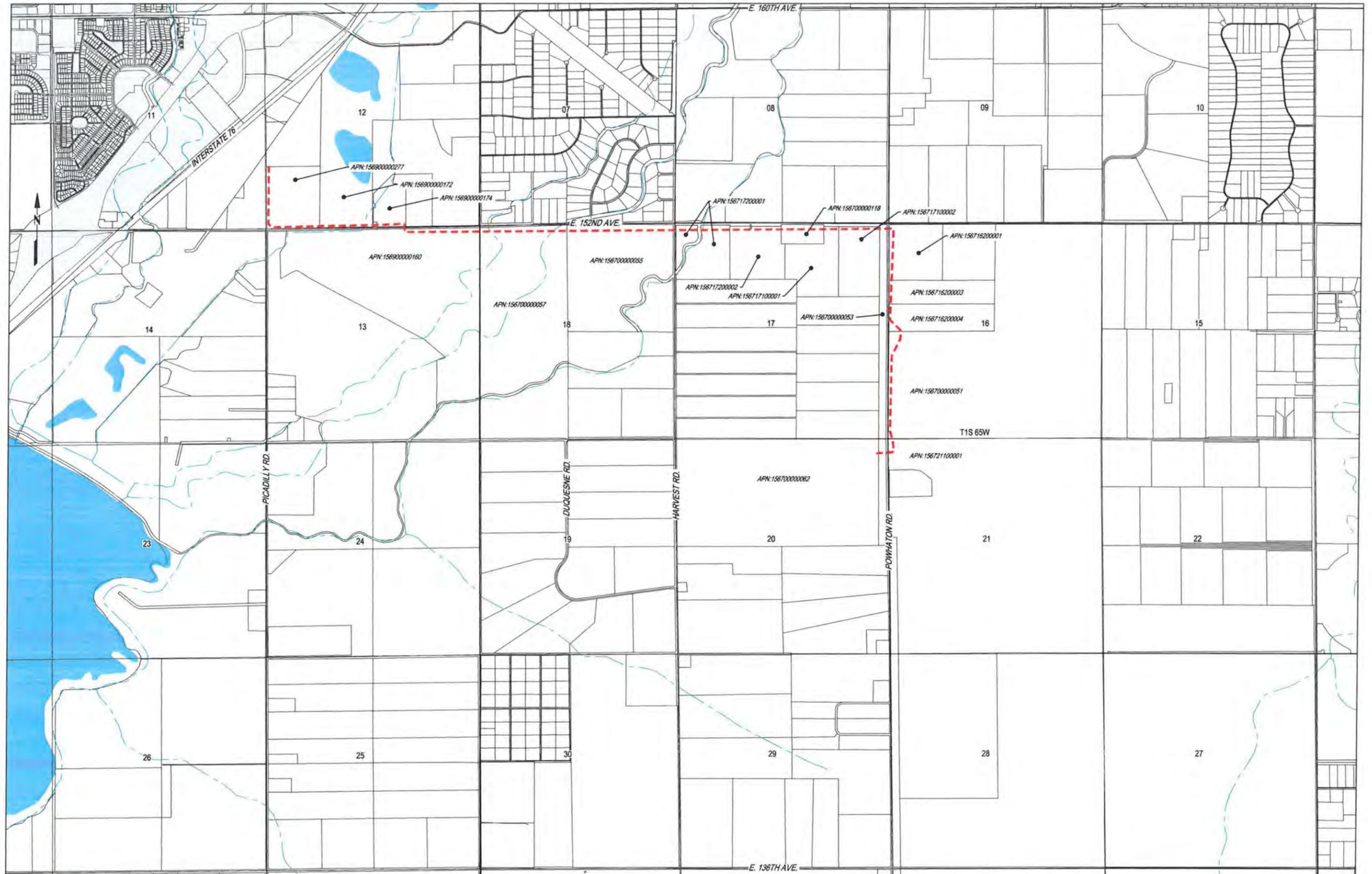


- MUNICIPAL LIMITS
- PRIMARY ALIGNMENT PROPOSED
- FIRST ALTERNATE ALIGNMENT PROPOSED
- SECOND ALTERNATE ALIGNMENT PROPOSED



GENERAL NOTES:
 1. ALL ROUTING THAT PARALLELS EXISTING ROAD ROWS WILL BE PLACED OUTSIDE OF AND PARALLEL WITH THE CURRENT EXISTING AND/OR FUTURE RESERVED ROWS AS APPLICABLE.

SCALE: 1"=100'	CLIENT NAME: DISCOVERY DJ SERVICES LLC	SHEET
DATE: 03/15/18	REV #	REVISION DATE
JOB NAME: COLT	-	-
DRAWN: DWG	DWG	-
REV: -	-	-
DATE: -	-	-
Acklam, Inc.		2 OF 3
195 Telluride St., Suite 7 Brighton CO, 80601		



MUNICIPAL LIMITS
 PRIMARY ALIGNMENT PROPOSED
 FIRST ALTERNATE ALIGNMENT PROPOSED
 SECOND ALTERNATE ALIGNMENT PROPOSED



GENERAL NOTES
 1. ALL ROUTING THAT PARALLELS EXISTING ROAD ROWS WILL BE PLACED OUTSIDE OF AND PARALLEL WITH THE CURRENT EXISTING AND OR FUTURE RESERVED ROWS AS APPLICABLE.

SCALE: 1"=100'	CLIENT NAME: DISCOVERY DJ SERVICES LLC	SHEET
DATE: 03/15/18	REV #	REVISION DATE
JOB NO: 180003	REV #	REVISION DATE
JOB NAME: COL T	REV #	REVISION DATE
DRAWN: DMC	CHK	
REV: -		
A/E: -		
Acklam, Inc. 195 Telluride St., Suite 7 Brighton CO, 80601		3 OF 3

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into by and between the COUNTY OF ADAMS, a political subdivision of the State of Colorado, hereinafter called "**County**," and DISCOVERY DJ SERVICES, LLC, a Texas limited liability company, 7859 Walnut Hill Lane, Suite 335, Dallas, TX, 75230, hereinafter called "**Developer**."

WITNESSETH:

WHEREAS, Developer desires to construct approximately 4.07 miles of underground steel pipelines and appurtenances in Adams County, Colorado, as more particularly described in that certain Conditional Use Permit Application dated June 11, 2018 to transport wet natural gas and crude oil ("**the Project**"); and

WHEREAS, on June 11, 2018, Developer submitted an application for a Conditional Use Permit ("CUP") to Adams County in accordance with the requirements outlined in Chapter 2 of the Adams County Development Standards and Regulations ("**the Regulations**"), the Conditional Use Permit Checklist, and requested submittal criteria from the Adams County Areas and Activities of State Interest ("AASI") Checklist; and

WHEREAS, Developer will acquire, if it has not already done so, all necessary right-of-way easements and temporary construction easements to utilize certain real property in the County of Adams, State of Colorado; and

WHEREAS, the County has designated its future road expansion plans in the Adams County Transportation Plan adopted November 2012 ("**Transportation Plan**"); and

WHEREAS, the County and the Developer have planned and designed the Project, so it will not prohibit future development, and so that it will not add cost to the County's future infrastructure plans to support development.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

I. DEVELOPER'S OBLIGATIONS:

1. Pre-Construction Activities. Prior to site disturbance and commencing construction in the County, Developer Shall:
 - a. Submit construction plans to the Adams County One Stop Permit Counter and apply for the appropriate construction permits.
 - b. In the event that any portion of the project is located within the MS4 permit boundary of unincorporated Adams County and greater than 1 acre of disturbance, a Stormwater Management Plan ("SWMP") will need to be prepared according to County standards. Moreover, surety will be required for Best Management Practices ("BMP") located within the MS4 boundary. Stormwater BMPs will be implemented for the construction phase to capture and treat all onsite Stormwater runoff in accordance with the requirements for the SWMP.
 - c. Prepare a Traffic Control Plan for the portion of the project within Unincorporated Adams County and obtain written approval of the plan from the Adams County Transportation Department prior to the commencement of construction. The Traffic Control Plan shall detail any impacts to the applicable right-of-way during the construction of the Project, including but not limited to, lane closures, access to construction staging sites, hours of operation, etc. The Traffic Control Plan shall be prepared in a way to minimize impacts to adjacent property owners during the construction period. The Developer shall be responsible to implement any necessary corrections of the Traffic Control Plan.
 - d. Secure all applicable local, state and federal permits for the Project and submit copies of these permits to the County.
 - e. Secure Adams County Right-of-Way permits prior to constructing crossings.
 - f. Submit copies of all executed easements for the Project to the County.
 - g. Contact and use commercially reasonable efforts to work with Xcel Energy and United Power regarding any possible encroachment the Project may have on Xcel Energy's or United Power's pipeline(s) or related facilities.

2. Construction Activities. During construction, the Developer shall:
- a. Construct the project in accordance with the approved construction plans. The Developer shall submit a certification letter from a Professional Engineer within 45 days of construction completion certifying that the Project was constructed in accordance with the approved plans.
 - b. Manage Stormwater in accordance with a SWMP prepared under the Colorado Department of Public Health and Environment ("CDPHE") Colorado Discharge Permitting System ("CDPS") Permit and in accordance with the Clean Water Act National Pollution Discharge Elimination System ("NPDES") regulations and Adams County's Grading Erosion and Sediment Control standards. Stormwater BMPs will be implemented for the construction phase to capture and treat all onsite Stormwater runoff in accordance with the requirements for the SWMP.
 - c. Operate at the Project site from 6:00 AM to 6:00 PM during construction. Monday through Saturday, except form inclement weather and during hydrostatic testing, horizontal directional drilling ("HDD"), and emergency situations that would cause the Developer to be out of compliance with any applicable local, state, or federal permit. The Adams County Director of Community and Economic Development may extend the hours and days of operation if Developer makes a request in writing and demonstrates sufficient need.
 - d. Implement the approved Traffic Control Plan.
 - e. Comply with guidelines of Section 106 of the National Historic Preservation Act of 1966 in locations that have been identified as federally regulated within Adams County. Comply with State of Colorado Historical, Paleontological, and Archeological Resources Act of 1973 (C.R.S. 24-80-401 to 410) on all identified state lands within Adams County. All best management practices and avoidance measures proposed within the submitted CUP on lands that are state and federally regulated by the above listed laws will be enforced.
 - f. Comply with the terms of the Project's Air Pollution Emissions Notice ("ASPEN") issued by CDPHE.
 - g. Comply with C.R.S. 42-4-1407, covering loads for all hauling/construction trucks.
 - h. Be responsible for the cleanliness and safety of all roadways adjacent to the Project in the event that there are any issues related to the Project during construction. If at any time these roadways are found to be dangerous or not passable due to debris or mud caused by Project activities, the County shall require Developer to cease Project operations immediately and clear the roadway of any and all debris our mud. The Project shall not resume until the County, in its sole discretion, deems the roadway conditions acceptable. If the Developer fails to keep the adjacent roadways clean and free from debris, the Adams County

Transportation Department has the option to perform the required clean up and bill the charges directly to the Developer.

The Developer shall be responsible for repairing County infrastructure that is damaged as a result of the construction from the Project. Repairs shall occur as soon as possible, but no later than six (6) months following construction completion, unless an extension is granted by the County for extenuating circumstances. The Developer may submit evidence of the condition of the County's right-of-way at the start and completion of construction in order to demonstrate the pre-construction condition and the post-construction condition of the roadway.

- i. Remove and dispose of all fluid spills, such as hydraulic oil from maintenance of equipment, at a facility permitted for such disposal.
- j. Convey all complains Developer receives concerning off-site impacts and the resolution of those complaints to the Adams County Department of Community and Economic Development. Off-site impacts shall be responded to and resolved immediately by the Developer. Adams County Community and Economic Development will be the final decision maker regarding the resolution of noise complaints or any other off-site impacts, provided that Developer is provided notice and an opportunity to be heard. Excessive complaints that are not resolved to the satisfaction of the County may be justification for a Show Cause Hearing before the Adams County Board of County Commissioners.
- k. Ensure that all construction vehicles have a backup alarm that complies with OSHA requirements, 29 CFR 1926.01(b)(4) and 1926.602(a)(9), and/or other remedies (such as flagmen) to minimize noise as approved by the County.
- l. If fuel will be stored on the subject properties or within the County's right-offered on the subject properties or will be implemented: All fuel storage at this site shall be provided with secondary containment that complies with state law and any appropriate regulatory standards; fueling areas shall be separated from the rest of the site's surface area, and protected from storm water; and Developer shall provide a spill prevention plan and release prevention plan for fuel storage and fueling operations. Spill and drip containment pans shall be emptied frequently, and all spills shall be cleaned up and disposed of immediately at a facility permitted for such disposal.

Developer shall notify the County prior to commencing any snow removal operations within the County's right-of-way. The Developer shall be responsible for any damages to the right-of-way caused by these activities and shall repair damages at their expense within 60 days of receiving notice from the County.

- m. Screen any storage or staging lots from adjacent residential properties within 100 ft.

- n. Comply with all applicable local, state and federal requirements during the course of the project.
- o. Comply with the guidelines suggested by Colorado Parks and Wildlife as identified in the June 11, 2018 letter.
- p. Comply with the recommendations of the Tri-County Health Department letter dated June 26, 2018.

3. Design Requirements.

- a. The Project will be designed to meet or exceed the minimum Federal Safety Standards contained in 49 CFR 195 / 49 CFR 192, as applicable, and national engineering design codes for pipelines set forth by the American Society of Mechanical Engineers.
- b. Pipeline burial depths will meet or exceed federal, state, and applicable engineering standards. The pipelines will be buried with a minimum of 48-inches of cover where practical, and in locations where such burial depth is not achievable due to strategic locations such as road crossings, additional mechanical protection will be provided, such as increased pipe wall thickness, as approved by the County and referenced within this Agreement.
- c. Any construction of structures will be designed to meet the 2012 International Fire Code and amendments.
- d. Ensure pipelines are located in easements on private property and County road crossings shall be as near as possible to right angles. This effective placement of the pipeline allows buildings to be constructed in the future keeping with required structure setbacks per Transportation Plan.

4. Operational Requirements.

- a. The Project will be operated to Federal Safety Standards contained in 49 CFR 195 / 49 CFR 192 as well as the Developer's operating standards and practices and maintenance procedures as referenced within the Developer's CUP application materials submitted to the County for the Project.
- b. The steel pipelines will have a corrosion prevention system as detailed within the Developer's CUP application materials submitted to the County for the Project.
- c. The Project will have a multi-faceted integrity management program as required under federal pipeline safety standards (49 CFR 195 and ASME B314.4, 49 CFR 192 and ASME B31.8). The Project will be operated in accordance with all

applicable local, state and federal codes, laws and regulations, including but not limited to the Colorado Department of Transportation (“CDOT”) and CDPHE.

5. Post-Construction and Maintenance Requirements.

- a. Developer agrees to restore any disturbed County-owned lands in compliance with the requirements of applicable easement agreements as soon as possible but no later than 30 days after completion of the project. In the event that reseeding is unsuccessful in the first growing season, the Developer agrees to comply with the terms of the easement agreements to restore the land during the subsequent growing season. The County may grant an extension for good cause, in writing, in the event of unforeseen circumstances.
- b. Developer agrees to restore any disturbed private property in accordance with the applicable easement agreements as soon as possible but no later than 30 days after completion of the project. In the event that reseeding is unsuccessful in the first growing season, the Developer agrees to comply with the terms of the easement agreements to restore the land during the subsequent growing season. The County may grant an extension for good cause, in writing, in the event of unforeseen circumstances.
- c. Construction plans submitted by the Developer to the County for the Project show the pipeline located completely outside of the future right-of-way as depicted in the Adams County 2012 Transportation Plan. In the event that the pipeline is not constructed in accordance with the construction plans approved by the County and there becomes a conflict with a future roadway expansion project, as the project is contemplated under the Transportation Plan, the Developer agrees to relocate the pipeline at its own expense.
- d. The Developer also agrees that the approval of encroachment agreement requests for parking lots and driveways on private property shall not be unreasonably or arbitrarily withheld, in accordance with the terms of the easement agreements for the Project.
- e. Developer agrees that it will not disrupt or damage the functionality of any existing drainage facilities.
- f. Developer agrees to submit “as built” construction drawings to the Adams County Assessor’s Office within 120 days of construction completion in accordance with the procedures established by the County.
- g. Developer agrees to submit emergency contact information, emergency response plans, and final maps of the Project, including all associated valves and pipeline components, to the local fire districts encompassing the Project and to the Adams County Office of Emergency Management before commencing operation of the

pipeline. The Developer shall comply with all other requests for information from the Adams County Office of Emergency Management in accordance with local, state and federal law.

- h. Maintenance of the Project will follow guidelines set forth in the Developer's operations and maintenance procedures (referenced in Section 4C of this Agreement), which meet or exceed regulatory requirements. Maintenance activities associated with the lines and permanent easement include, but are not limited to, the following:
- Implementation of a damage prevention program including observation of any construction activities by others on or near the permanent easement;
 - Implementation of a public education program;
 - Installation and maintenance of pipeline markers;
 - Inspection and maintenance of corrosion control systems;
 - Inspection of block valves;
 - Inspection of crossings by other pipelines, highways, utilities;
 - Inspection and maintenance of safety, control, mechanical, and electrical equipment;
 - Maintenance of communication equipment; and
 - Calibration of all instruments to comply with USDOT regulations.
6. Development Impact Fees. There are no development fees associated with this Project.
7. Encroachment Upon Future Right-of-Way. In any segment of the Project that is parallel to an Adams County right-of-way, the pipeline shall be constructed a minimum of five (5) feet from the edge of the maximum future right-of-way width, as designated in the Adams County 2012 Transportation Plan.
- As development of the Transportation Plan is implemented and if the location and existence of Developer's permanent easement precludes such development, Developer's overlapping easement rights shall be subordinated (subject to the then-existing rights of the parties, laws and regulations) to accommodate Adams County's development.
8. Acceptance and Maintenance of Public Improvements. Developer is not required to make any public improvements or make any public dedications in connection with the Project.

9. Guarantee of Compliance. Developer hereby agrees that should it fail to comply with the terms of this Agreement, the County is entitled to obtain from the Colorado State District Court for the Seventeenth Judicial District a mandatory injunction requiring said Developer to comply with the terms of this Agreement. Prior to the County seeking such an injunction, Developer will be provided the opportunity to cure any default in accordance with the terms set forth herein. Developer further agrees that failing to comply with the requirements set forth in this Agreement may be justification for a Show Cause Hearing where the CUP Permit may be revoked.
10. Financial Security. The County has determined that there is no need for a guarantee of financial security with regards to this Project.
11. Successors and Assigns. This Agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property.

II. COUNTY'S OBLIGATIONS:

Except as expressly set forth herein, the County shall have no obligations associated with this Agreement.

III. GENERAL PROVISIONS:

1. No Third-Party Beneficiaries. This Agreement is intended to describe and determine such rights and responsibilities only as between the parties hereto. It is not intended to and shall not be deemed to confer rights or responsibilities to any person or entities not named hereto.

2. Notices. Any and all notices, demands or other communications desired or required to be given under any provision of this Agreement shall be given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid or by email address as follows:

To Developer:

Discovery DJ Services, LLC
7859 Walnut Hill Lane, Suite 335
Dallas, TX 75230

To Adams County:

Director, Adams County Community and Economic Development
4430 South Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601

With a copy to:

Adams County Attorney
4430 South Adams County Parkway, 5th Floor, Suite C500B
Brighton, CO 80601

3. Amendments.
Should any changes to the Conditional Use Permit be proposed before, during or after completion of the project, the Developer shall submit the details of those changes to the Adams County Community and Economic Development Director for a determination as to whether those changes constitute a Major or Minor Amendment in accordance with the Regulations.

This Agreement may only be modified amended, changed or terminated in whole or in part by an agreement in writing duly authorized and executed by the parties hereto with the same formality, and subject to the same statutory and regulatory requirement, as this Agreement.

4. Controlling Law. This Agreement and its application shall be construed in an accordance with the laws of the State of Colorado.

5. Default. If either party is in default under this Agreement, the non-defaulting party shall provide written notice of said defaulting party to the address provided in Section 2 immediately above. The defaulting party shall have 30 days to cure the default, unless an extension is granted in writing by the non-defaulting party for good cause. The non-defaulting party may seek all remedies available pursuant to the Agreement and under the law.
6. Costs and Fees. In the event of any litigation arising out of this Agreement, the parties agree that each will pay its own costs and fees.

(Signature of Plaintiff)

APPROVED BY resolution at the meeting of _____, 2018.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLOARDO

Clerk to the Board

Chairperson



Development Review Team Comments

Date: 6/26/18

Project Number: RCU2018-00007

Project Name: Colt Pipeline

For submission of revisions to applications, a cover letter addressing each staff review comments must be provided. The cover letter must include the following information: restate each comment that require a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff.

A re-submittal is required. Please submit 1 hard copy and 1 electronic copy to the Community and Economic Development Department front desk with the re-submittal form.

An additional 20% review fee will be required after the third review and upon submittal of the fourth review.

Commenting Division: Development Services, Planning

Name of Reviewer: Emily Collins

Email: ecollins@adcogov.org

PLN1. REQUEST: A Conditional Use Permit for a 6-inch Natural Gas and 4-inch Crude Oil pipeline.

- a. Preferred Route: 4.21 miles. Two alternative routes included between .25 and 1 mile longer with additional road crossings. Request includes Development Agreement.
- b. Both lines (oil and gas) to be located in permanent easement and buried a minimum of 48-inches.

PLN2. PROPERTY:

- a. Pipeline originates at 015690000278 (Duck Club Well Pad) and ends at 015671740004 (Powhaton Compressor Station).
- b. All properties designated Agriculture-3 (A-3) and Future Land Use designation is Agriculture. Buried pipeline and temporary construction should not negatively impact purpose of these designations and future development of the properties.

PLN3. COMMENTS:

- a. Please clarify the natural gas line contents: is it produced liquids or natural gas?
- b. Please explain the temporary workspaces outlined on the site plans. What type of activity/ equipment, etc. And do you have easements from the property owners?
- c. Please explain why the permanent easement varies from 30 to 60 ft.
- d. Have you contacted the canal/ditch owners regarding the proposed crossings?
- e. Please update the table on in Section 14 for the Total Pipeline Length, it does not appear to be in miles.
- f. Any material imported for the backfilling of the trench requires a temporary use permit to review haul routes and ensure material source is uncontaminated.
- g. Please proposed hours of construction activity (not dawn to dusk).

PLN4. ANTICIPATED CONDITIONS OF APPROVAL:

- a. Development Agreement to address pre-construction requirements, construction and operational standards, etc.

Commenting Division: Development Services, Engineering:

Name of Review: Matt Emmens

Email: memmens@adcogov.org

ENG1: Buried pipeline is exempt from the floodplain regulations. A floodplain use permit is not required for this project.

ENG2: The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. The project site is not within the County's MS4 Stormwater Permit area. The installation of erosion and sediment control BMPs are expected.

ENG3: Prior to issuance of construction permits, the developer is required to submit for review and receive approval of all construction documents (construction plans and reports). Construction documents shall include, at a minimum, site plan(s) and profile(s) showing the specific location of the pipeline, both horizontally and vertically, in any area within the Adams County jurisdiction. All construction documents must meet the requirements of the Adams County Development Standards and Regulations. The developer shall submit to the Adams County Development Review Engineering division the following: Engineering Review Application, two (2) copies of all construction documents. There is a \$100 development review fee for utility projects.

ENG4: Adams County does not allow gas pipelines to be located within the County's Right-of-Way, excepting perpendicular crossings only.

ENG5: The developer is responsible for the repair or replacement of any broken or damaged County infrastructure damaged by the construction of this project.

ENG6: The proposed project alignment(s) are within the boundaries of the following regional drainage studies:

Beebe Draw and Barr Lake Tributary Areas – Outfall Systems Planning Study, Prepared for Urban Drainage and Flood Control District, Adams County, City of Brighton and, Farmers Reservoir and Irrigation Company. Prepared by Wright Water Engineers, Inc., May 1992.
(Pipeline Alignments: Options 1, 2 & 3)

Todd Creek & DFA 0052 OSP, Prepared for Urban Drainage Flood Control District and Adams County,

Flood Hazard Area Delineation Beebe Draw and Left Bank Tributaries, Prepared for Urban Drainage and Flood Control District. Prepared by Kiowa Engineering Corp., July 1993.

For the regional drainage facilities mentioned in the studies listed above, it is recommended that the applicant either avoid them or install the line to a depth below the facility to provide sufficient cover and avoid potential utility conflicts. Show these regional facilities on the plans.

ENG7: Full street closings are generally not allowed within Adams County, unless approved by Construction Management. It is recommended that street crossing be bored, when possible, to prevent street closures (even partial closures).

ENG8: All work within County ROW, properties or County regulated floodplains will require construction permitting.

Commenting Division: Development Services, Right-of-Way:

Name of Review: Marissa Hillje

Email: mhillje@adcogov.org

ROW1: EASEMENTS: Pipelines should be located in easements on private property. Said easements should be placed outside of the ultimate Right-of-ways of County roads as delineated by the Adams County Transportation Plan, approved 2012.

ROW2: Encroachment upon Future Right-of-Way. In any segment of the Project that is parallel to an Adams County right-of-way, the pipeline shall be constructed a minimum of five (5) feet from the edge of the maximum future right-of-way width, as designated in the Adams County 2012 Transportation Plan.

ROW3: Crossings of County roads should be as near as possible to right angles and County Engineering staff should have opportunity to review. Permits to construct in the Right-of-way should be secured for constructing crossings of County roadways.

Commenting Division: Development Services, Building Safety:

Name of Review: Justin Blair

Email: jblair@adcogov.org

BSD1- No comment.



June 26, 2018

Emily Collins
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Colt Pipeline, RCU2018-00007
TCHD Case No. 4987

Dear Ms. Collins,

Thank you for the opportunity to review and comment on the Conditional Use Permit to allow construction of a new 6-inch natural gas and 4-inch crude oil pipeline starting at Duck Club Pad and ending at the Powhaton Compressor Station. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

On-Site Wastewater Treatment Systems

Houses and other buildings equipped with plumbing facilities on properties located along the preferred and alternate pipeline routes are serviced by Onsite Wastewater Treatment Systems (OWTS). Our review of the pipeline routes indicates that sections of the pipeline routes may encroach on OWTS on some properties. TCHD recommends that the applicant review the locations of the pipeline routes to determine if they may encroach on OWTS. If it appears that encroachment will occur, it may be necessary to revise the pipeline location or relocate the OWTS. TCHD can provide specific permit information and system diagrams on OWTS for the affected properties.

Groundwater Quality Protection

A scan of the area proposed for the pipeline routes indicates that there may be water wells on the properties where the pipeline(s) are located. Heavy equipment may inadvertently drive over wells during construction, causing damage that may expose the water in the wells to contamination. Where wells are within or close to pipeline routes, we recommend the applicant protect the wells by identifying the areas around wells so that they are visible to vehicle operators/construction crews. This can be accomplished by delineating the area around each well with stakes, colored tape or orange plastic netting.

If the pipeline routes cross over streams and/or wetlands, alluvial groundwater flow could be impacted if trenching intersects the shallow groundwater. If trench dewatering is necessary, the water will be pumped and discharged to alluvia/colluvial sediments close to the stream channel. If discharge of groundwater is necessary during

construction, a discharge permit from the Colorado Department of Public Health and Environment (CDPHE), Water Quality Control Division will be necessary

Protection of Above-Ground Valves

Above-ground valves may be damaged or vandalized once they are installed and placed into use. If above ground valves are to be utilized, the applicant should consider methods for ensuring the valve site is secure.

Sanitary and Solid Waste Disposal

The application does not specify how sanitary and solid waste will be provided during the construction for construction workers. We anticipate that trash dumpsters and portable toilets will be necessary during construction. TCHD has no objection to the use of portable toilets, provided they are properly maintained. TCHD recommends that the applicant address these, in terms of numbers, locations, and vendor.

Please feel free to contact me at 720-200-1585 or aheinrich@tchd.org if you have any questions on TCHD's comments.

Sincerely,



Annemarie Heinrich, MPH/MURP
Land Use and Built Environment Specialist

cc: Sheila Lynch, Dylan Garrison, TCHD



COLORADO

Parks and Wildlife

Department of Natural Resources

Northeast Region
6060 Broadway
Denver, CO 80216
P 303.291.7227 | F 303.291.7114

June 11, 2018

Emily Collins
Adam County
Community and Economic Development Department
4430 South Adams County Parkway
Suite W2000A
Brighton, CO 80601-8216

RE: Colt 6" Natural Gas and 4" Crude Oil Pipeline (Case Number RCU2018-00007)

Dear Ms. Collins:

Thank you for the opportunity to comment on the construction of a new 6-inch natural gas and 4-inch crude oil pipeline, in Adams County. The mission of Colorado Parks and Wildlife (CPW) is to perpetuate the wildlife resources of the state, to provide a quality state parks system, and to provide enjoyable and sustainable outdoor recreation opportunities that educate and inspire current and future generations to serve as active stewards of Colorado's natural resources. Our goal in responding to land use proposals such as this is to provide complete, consistent, and timely information to all entities who request comment on matters within our statutory authority.

District Wildlife Manager Serena Rocksund recently analyzed the project sites. The project location is surrounded by limited development, agricultural lands, and some residential single-family homes. Although development of the 6-inch natural gas and 4-inch crude oil pipeline will generally follow East 152nd Avenue and East 144th Avenue, the site is proposed in rural agricultural lands and does hold value as wildlife habitat. The main impacts to wildlife from this development include fragmentation and loss of habitat. Fragmentation of wildlife habitat has been shown to impede the movement of wildlife across the landscape. Open space areas are more beneficial to wildlife if they connect to other natural areas. The areas of wildlife habitat that most closely border human development show heavier impact than do areas on the interior of the open space. However, when open space areas are smaller in size, the overall impact of the fragmentation is greater (Odell and Knight, 2001). By keeping open space areas contiguous and of larger size the overall benefit to wildlife increases dramatically.

CPW would expect a variety of wildlife species to utilize this site on a regular basis, most notably, small to mid-sized mammals, song birds, and raptors. The potential also exists for large mammals such as deer and pronghorn to frequent this site. Raptors and other migratory birds are protected from take, harassment, and nest disruption at both the state and federal levels. If an active nest is discovered within the development area, CPW recommends that buffer zones around nest sites be implemented during any period of activity that may



interfere with nesting season. This will prevent the intentional or unintentional destruction of an active nest.

For further information on this topic, a copy of the document “Recommended Buffer Zones and Seasonal Restrictions for Colorado Raptors,” is available from your local District Wildlife Manager. Following the recommendations outlined in this document will decrease the likelihood of unintentional take through disturbance.

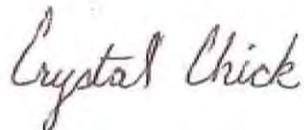
If a prairie dog colony is discovered within the project area, the potential may also exist for the presence of burrowing owls. Burrowing owls live on flat, treeless land with short vegetation, and nest underground in burrows dug by prairie dogs, badgers, and foxes. These raptors are classified as a state threatened species and are protected by both state and federal laws, including the Migratory Bird Treaty Act. These laws prohibit the killing of burrowing owls or disturbance of their nests. Therefore, if any earth-moving will begin between March 15th and October 31st, a burrowing owl survey should be performed. Guidelines for performing a burrowing owl survey can also be obtained from your local District Wildlife Manager.

If prairie dog colonies are present, CPW would recommend they either be captured alive and moved to another location or humanely euthanized before any earth-moving occurs. Be aware that a permit and approval from county commissioners may be required for live relocation.

CPW recommends consideration be made for using principles of an integrated weed management plan, which Adams County may already have in place, to control and eliminate the spread of any noxious weeds in and around the site. CPW recommends that the planting of any species listed as noxious weeds be avoided throughout the development site and surrounding area. The spread and control of noxious weeds on the sites is a concern for wildlife in the immediate and surrounding area. Weeds are defined as “a plant that interferes with management objectives for a given area of land at a given point in time” (Whitson, 1999). Invasive plants endanger the ecosystem by disturbing natural processes and jeopardizing the survival of native plants and the wildlife that depend on them. The threat is so severe in the United States that scientist now agree that the spread of invasive species is one of the greatest risks to biodiversity (Nature Conservancy, 2003).

Thank you again for the opportunity to comment on the proposed construction of a new 6-inch natural gas and 4-inch crude oil pipeline, in Adams County. Please do not hesitate to contact us again about ways to continue managing the property in order to maximize wildlife value while minimizing potential conflicts. If you have any further questions, please contact District Wildlife Manager Serena Rocksund at (303) 291-7132 or serena.rocksund@state.co.us.

Sincerely,



Crystal Chick
Area 5 Wildlife Manager

Cc: M. Leslie, T. Kroening, S. Rocksund

Emily Collins

From: Kuster - CDPHE, Kent [kent.kuster@state.co.us]
Sent: Monday, June 18, 2018 8:25 AM
To: Emily Collins
Subject: RCU2018-00007 Referral

June 18, 2018

Emily Collins, Case Manager

Community and Economic Development Department

4430 South Adams County Parkway, Suite W2000

Brighton, CO 80601-8218

Re: Case No. RCU2018-00007

Dear Emily Collins,

The Colorado Department of Public Health and Environment has no comment on Case No. RCU2018-00007 the Colt Pipeline.

Please contact Kent Kuster at [303-692-3662](tel:303-692-3662) with any questions.

Sincerely,

Kent Kuster

Environmental Specialist

Colorado Department of Public Health and Environment

--

Kent Kuster

Emily Collins

From: Bullard, Andrew J [Andrew.J.Bullard@xcelenergy.com]
Sent: Monday, July 02, 2018 11:40 AM
To: Emily Collins
Cc: Diehl, Michael E; George, Donna L
Subject: Re: Colt Pipeline, Case # RCU2018-00007

Emily,

Discovery DJ Services should get a crossing agreement with Public Service Company of Colorado at the confluence of sections 16, 17, 20, and 20 of T1S R65W. While looking over the proposal, I found a few errors in the application for conditional use. First, under project overview where it says, "The natural gas and crude oil pipeline would start at the 'Duck Club Pad' located approximately 1 mile east of Brighton, Colorado in the NE of S12, T1S, R65W", R65W should be R66W.

Andrew Bullard

Xcel Energy | Responsible By Nature

Intern, Siting and Land Rights

1800 Larimer St, Suite 400 Denver, CO 80202

P: 303.571.7915

E: andrew.j.bullard@xcelenergy.com



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

July 2, 2018

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Emily Collins

Re: Colt Pipeline, Case # RCU2018-00007

Public Service Company of Colorado's (PSCo) Right of Way and Permits Referral Desk has determined **there are possible conflicts** with the above captioned project. Public Service Company has an existing electric transmission line (depending on which side of East 144th Avenue the pipeline will reside) and existing high pressure natural gas transmission pipelines and associated land rights as shown within this property. **Any activity** including grading, proposed landscaping, erosion control or similar activities involving our existing right-of-way **will require Public Service Company approval**. Encroachments across Public Service Company's easements must be reviewed for safety standards, operational and maintenance clearances, liability issues, and acknowledged with a Public Service Company License Agreement to be executed with the property owner. **PSCo is requesting that, prior to any final approval of the development plan**, it is the responsibility of the property owner/developer/contractor to contact the following for development plan review and execution of License Agreements:

- **for Electric Transmission:** Mike Diehl, Siting and Land Rights Manager at 303-571-7260
- **for High Pressure Natural Gas Transmission:**
https://www.xcelenergy.com/working_with_us/builders/encroachment_requests

PSCo also has existing high pressure and main natural gas distribution along a portion of the pipeline route. PSCo would like to remind the developer to call the **Utility Notification Center** at 1-800-922-1987 to have all utilities located prior to any construction. Please be advised these were install depths and any subsequent change of grade may render these depths incorrect. Therefore potholing existing facilities at the point(s) is strongly advised. The cover must be maintained throughout all activities. Be aware that all risk/responsibility for this request are unilaterally that of the Applicant/Requestor.

Please contact me at donna.l.george@xcelenergy.com or 303-571-3306 if there are any questions with this referral response.

Donna George
Right of Way and Permits
Public Service Company of Colorado

Emily Collins

From: Steven Loeffler - CDOT [steven.loeffler@state.co.us]
Sent: Monday, July 02, 2018 1:19 PM
To: Emily Collins
Subject: RCU2018-00007, Colt Pipeline

Emily,

I have reviewed the referral named above for a CUP to allow construction of a new 6-inch natural gas and 4-inch crude oil pipeline and have no objections. This proposal appears to not impact any State Highways in the area.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit



P 303.757.9891 | F 303.757.9886
2829 W. Howard Pl. 2nd Floor, Denver, CO 80204
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

Emily Collins

From: LAZARUS SURABIAN [surabianfamily@comcast.net]
Sent: Monday, July 02, 2018 3:51 PM
To: Emily Collins
Subject: Colt Pipeline, Case Number - RCU2018-00007

To Emily Collins, AICP - Case Manager

From Connie and Lazarus Surabian

Regarding Case # RCU2018-00007 Colt Pipeline

Please consider this our formal comment regarding the Colt Pipeline.

We are opposed to allowing this pipeline to be constructed in any of the configurations proposed in the letter we received from Emily Collins, AICP Case Manager, Adams County, Dated June 8, 2018.

Sincerely,

Connie and Lazarus Surabian

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Request for Comments

Case Name:	Colt Pipeline
Case Number:	RCU2018-00007

June 8, 2018

The Adams County Planning Commission is requesting comments on the following application:
Conditional Use Permit to allow construction of a new 6-inch natural gas and 4 inch crude oil pipeline.

Please see attached site plan to determine location, and for preferred route. The Assessor's Parcel Numbers are: 0156900000277, 0156900000172, 0156900000160, 0156700000057, 0156718400003, 0156718400004, 0156717300005, and 0156717400004.

Applicant Information: **DISCOVERY DJ SERVICES, LLC
540 E BRIDGE STREET
BRIGHTON, CO 80601**

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216, or call (720) 523-6820 by **July 2, 2018** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to ECollins@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you for your information, upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Emily Collins, AICP
Case Manager



Public Hearing Notification

Case Name:	Colt Crude Oil and Natural Gas Pipeline
Case Number:	RCU2018-00007
Planning Commission Date:	09/13/2018 at 6:00 p.m
Board of County Commissioners Date:	10/02/2018 at 9:30 a.m.

August 21, 2018

A public hearing has been set by the Adams County Planning Commission to consider the following request:

Conditional Use Permit to allow construction of a 6-inch natural gas and 4 inch crude oil pipeline for approximately 4.21 miles.

This request is located at **Multiple Parcels**

The Assessor's Parcel Number (s) are:

(Preferred Route) 0156900000277, 0156900000172, 0156900000160, 0156900000057, 0156718400003, 0156718400004, 0156717300005, 0156717400004

(Alternative #1) 0156900000277, 0156900000172, 0156900000160, 0156900000057, 0156718400003, 0156718400004, 0156717300005, 0156717400004

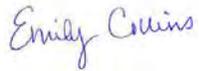
(Alternative #2) 0156900000277, 0156900000172, 0156900000160, 0156700000057, 0156700000055, 0156717200001, 0156717200002, 0156700000118, 0156717100001, 0156717100002, 0156716200001, 0156716200003, 0156716200004, 0156700000051

Applicant Information **DISCOVERY DJ SERVICES, LLC**
540 E BRIDGE STREET, SUITE A
BRIGHTON, CO 80601

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at 720-523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date. For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S. Adams County Parkway, Brighton, CO 80601, 720-523-6820. This is also the location where maps and/or text certified by the Planning Commission may be viewed.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.



Emily Collins, AICP
Case Manager

**NOTICE OF PUBLIC HEARING
FOR LANDUSE**

NOTICE IS HEREBY GIVEN, that an application has been filed by **Discovery DJ Services, LCC** Case # **RCU2018-00007** requesting: Conditional Use Permit to allow **construction of a 6-inch natural gas and 4 inch crude oil pipeline for approximately 4.21 miles** on the following property:

LEGAL DESCRIPTION:

Legal Start and End Points within Adams County:
Beginning Section 12-T1S-R66W, Ending Section 17-T1S-R65W
Total Project Length: 4.21 miles
Parcel/Tract Count in Adams County: 8

(The above legal description was provided by the applicant and Adams County is not responsible for any errors and omissions that may be contained herein and assumes no liability associated with the use or misuse of this legal description.)

APPROXIMATE LOCATION:

Preferred Alignment

- 0156900000277
- 0156900000172
- 0156900000160
- 0156700000057
- 0156718400003
- 0156718400004
- 0156717300005
- 0156717400004
- 0156717400004

Alternative #1

- 0156900000160
- 0156900000065
- 0156719200001
- 0156719200002
- 0156719200003
- 0156719300001
- 0156719100004
- 0156719400004
- 0156719400003
- 0156700000062
- 0156720300001
- 0156720400001
- 0156700000062

Alternative #2

- 0156900000277
- 0156900000172
- 0156900000160
- 0156700000057
- 0156700000055
- 0156717200001
- 0156717200002
- 0156700000118
- 0156717100001
- 0156717100002
- 0156716200001
- 0156716200003
- 0156716200004
- 0156700000051

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Adams County Planning Commission in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1st Floor, on the **13th day of September, 2018**, at the hour of 6:00 p.m., where and when any person may appear and be heard and a recommendation on this application will be forwarded to the Board of County Commissioners.

NOTICE IS FURTHER GIVEN, that a public hearing will be held by the Adams County Board of County Commissioners in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1st Floor, on the **2nd day of October, 2018**, at the hour of 9:30 a.m., to consider the above request where and when any person may appear and be heard.

For further information regarding this case, please contact **Emily Collins** at the Department of Community and Economic Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6820. This is also the location where the maps and/or text certified by the Planning Commission may be viewed.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS
STAN MARTIN, CLERK OF THE BOARD

TO BE PUBLISHED IN THE August 29, 2018 ISSUE OF THE BRIGHTON BLADE

Please reply to this message by email to confirm receipt or call Megan Ulibarri at 720.523.6800.

#181119



Referral Listing
Case Number RCU2018-00007
Colt Pipeline

Agency

Contact Information

Adams County Development Services - Building

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Brighton CO 80601
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Adams East Metropolitan District

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GREENWOOD VILLAGE CO 80111
.

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WHITNEY EVEN
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3rd Floor
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BROMLEY PARK METRO DIST.

..
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GREENWOOD VILLAGE CO 80111-4949
303-779-4525

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CDPHE - WATER QUALITY PROTECTION SECT

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Agency

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Engineering Division	Transportation Department PWE 6875

Agency

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6841

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TRI-COUNTY HEALTH DEPARTMENT

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Agency

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BALDERRAMA BIANCA
14440 HARVEST MILE RD
BRIGHTON CO 80603-5806

76 COMMERCE CENTER LLC
1350 LAGOON AVE STE 920
MINNEAPOLIS MN 55408-2692

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BANUELOS DELFINA
24181 BROMLEY LN
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SHEARER WILLIAM T
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BARNES CYNDE M
24825 E 154TH AVENUE
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GALLEGOS EDUVIGES RIVERA DE
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ARVIZO NORMA
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BEAUPREZ NICCI T
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ATKERSON BRITTANY
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BECKETT JOHN A AND PAULINE J
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AVERCH DOUGLAS S AND
AVERCH JULIE BETH
13963 POWHATON ROAD
BRIGHTON CO 80603

BERLIN KENNETH E
23620 E 155TH AVE
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BACHICHA MANUEL M AND
BACHICHA MARIA A
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BLAIR JERRY AND
BLAIR MARALANE
24545 GREEN DR
BRIGHTON CO 80603-8952

BACKSTROM JERRY AND
BACKSTROM JILANN
15400 HARVEST MILE RD
BRIGHTON CO 80603-3805

BOARD OF COUNTY COMMISSIONERS OF
ADAMS COUNTY
4430 SOUTH ADAMS COUNTY PKWY
BRIGHTON CO 80601-8204

BOUCHE ABRAHAM AND
BOUCHE REBECCA
14480 PICADILLY RD
BRIGHTON CO 80603

COMANCHE ACRES LLC
15868 FORTUNE CT
BRIGHTON CO 80603-3839

BRODA PATRICK
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BRIGHTON CO 80603

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COX JOAN E
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DAVIS WILLIAM DUANE
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ARVADA CO 80005-2536

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DEIDIKER LISA
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CASTOR GIDGET DEION
24800 E 153RD CIR
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DI LORENZO JANET LIVING TRUST
13761 W 59TH AVE
ARVADA CO 80004-3739

CHAMBERS DEAN J AND
CHAMBERS KATHLEEN
23855 E 156TH AVE
BRIGHTON CO 80603

DI LORENZO JANET TRUSTEE
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ARVADA CO 80004-3739

CHAVEZ JUANA
15390 HARVEST RD
BRIGHTON CO 80601

DIBC ADAMS COUNTY LLC
C/O L C FULENWIDER INC
1125 17TH ST NO. 2500
DENVER CO 80202-2092

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CHAVEZ ANA
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DOMINGUEZ LETICIA
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CHRISTIANSSEN GEORGE G
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2 OSPREY CIR
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ELLIS JUDITH M
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GAMBOA ANGEL AND
GAMBOA DEANNA
24621 GREEN DR
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FARNER SILAS S
15560 GUN CLUB RD
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GORDON MARILYN KAYE
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BRIGHTON CO 80603

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JL&D INVESTMENTS LLC
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JOHNSTON CHARLES SIMON
15490 GUN CLUB RD
BRIGHTON CO 80603-3815

HILLS MAX L AND
HILLS DIANA L
23450 E 155TH WAY
BRIGHTON CO 80603-3893

KAMPBELL FAMILY TRUST THE
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BRIGHTON CO 80603-8337

HODGE FARMS LLC
13720 PICADILLY RD
BRIGHTON CO 80603-8809

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21750 E 144TH AVE
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HUIZAR JOSE DE JESUS
15171 PICADILLY RD
BRIGHTON CO 80603

KING MICHAEL W AND
GUNN KEITH A JR
15445 POWHATON RD
BRIGHTON CO 80603-8804

HUNTLEY JAMES A AND
HUNTLEY MAGGIE L
24707 E 153RD CIRCLE
BRIGHTON CO 80603

KING PAUL 1 LLC 25% INT ET AL C/O
DEPAUL REAL ESTATE INVESTMENT GROUP INC
4500 CHERRY CREEK DR SOUTH SUITE 860
DENVER CO 80246-1521

J AND J FAMILY ENTERPRISES LLC
6455 E 167TH AVE
BRIGHTON CO 80602-6066

KING PAUL 1 LLC UND 25% INT ET AL
C/O DEPAUL REAL ESTATE INVESTMENT GROUP
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JARAMILLO LINDA M
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KLZ RADIO INC
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BLUE BELL PA 19422-0735

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KOENIG JOANNE
24814 E 154TH CIR
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KULACHKOSKY HEIDI
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LANGMACHER KATHLEEN M
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WHITE HEIDI L UND 2/3 INT
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O NEILL LUCILLE O/BRENDA
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LEDBETTER PAUL D AND
LEDBETTER MARY C
14255 HARVEST RD
BRIGHTON CO 80603-5805

MCDONALD TAYLOR JERRY AND
MCDONALD CHRISTINE SCOTT
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LEDEZMA SIPRIANO AND MARGARET M
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MEIER HOLLY
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BRIGHTON CO 80603

MILE HIGH DUCK CLUB
C/O BROWN AND LOCKE P C
1720 S BELLAIRE ST STE 405
DENVER CO 80222-4320

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MILLER STEVEN D
24461 GREEN DR
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PIERCE KEITH N JR
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PRICE DESMOND G AND
PRICE ANNETTE M
14141 HARVEST ROAD
BRIGHTON CO 80603

MONTOYA SCOTT B
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BRIGHTON CO 80603-8961

PRICE DESMOND G AND
PRICE ANNETTE M
14141 HARVEST MILE ROAD
BRIGHTON CO 80603

MOORE TIM L AND WENDY M
PO BOX 914
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EMANUELE BETTY A
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MORENO ABEL P AND
MORENO JULIE L
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BRIGHTON CO 80603-3885

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C/O PROPERTY AND LOCAL TAXES
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DENVER CO 80201-1979

NEWTON CATHERINE A AND
BISHOP NORAH C
PO BOX 2948
TAOS NM 87571-2948

PUBLIC SERVICE COMPANY
PO BOX 1979
DENVER CO 80201-1979

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BRIGHTON CO 80603

PUTNAM JENNIE LEE AND
PUTNAM JUDY A
25100 E BROMLEY LN
BRIGHTON CO 80603

OVERTON ALAN AND
ANGELL ARIN
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RAMSEY JULIE K
24580 GREEN DRIVE
BRIGHTON CO 80603

PENCIL BARBARA A AND
PENCIL TERRY
15555 POWHATON RD
BRIGHTON CO 80603-8804

RANDALL RICHARD A AND
RANDALL JUANITA R
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RAY TERRY AND
RUXTON MARY CHRISTINE
14441 PICADILLY RD
BRIGHTON CO 80603-8709

ROSS TRACY A AND
ROSS VICKY A
14880 HARVEST MILE RD
BRIGHTON CO 80603-5806

RESINO ROBERT G
15131 PICADILLY ROAD
BRIGHTON CO 80603

SANCHEZ SANCHEZ JUVENAL
14550 HARVEST MILE RD
BRIGHTON CO 80603-5806

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SANTOS MARIA
119 S RALEIGH ST
DENVER CO 80219-1849

ROCK FAMILY FARM LLC
15000 PICADILLY RD
BRIGHTON CO 80603-8700

SANTOYO JUAN P HULZAR
15151 PICADILLY RD
BRIGHTON CO 80603-8700

ROCK JOHN F FAMILY LLC
C/O JOHN R ROCK MANAGER
821 S 6TH AVE
BRIGHTON CO 80601

SERFER LAND VENTURES LLC
7471 COUNTY ROAD 74
WINDSOR CO 80550-2814

RODARTE JOE A/DAISY D TRUSTEES OF THE
RODARTE FAMILY TRUST THE
24751 E 152ND AVE
BRIGHTON CO 80603-3823

SHAKLEE ELWIN E AND
SHAKLEE KIMBERLY
14599 PICADILLY RD
BRIGHTON CO 80603

RODRIGUEZ JESUS ORTIZ AND
DUARTE MARGARITA IBARRA
24440 GREEN DR
BRIGHTON CO 80603-8953

SHAPPELL ANDREW E AND
SHAPPELL DEANA J
24660 GREEN DR
BRIGHTON CO 80601

ROMERO GERARDO MORALES
5198 ELKHART ST
DENVER CO 80239-6054

SMITH GAIL L TRUST
23880 E 152ND AVE
BRIGHTON CO 80603

ROMERO GREGORY D
14850 POWHATON MILE ROAD
BRIGHTON CO 80603

SOSAMON HAROLD R AND
SOSAMON LINDA I
15275 EDNA DR
BRIGHTON CO 80603-8947

ROMERO MORALES GERARDO
14550 HARVEST RD
BRIGHTON CO 80603-5806

SOUTH BEBEE DRAW METRO DISTRICT
COMMUNITY RESOURCES SERVICES OF COLO
7995 E PRENTICE AVE STE 103E
GREENWOOD VILLAGE CO 80111

SOUTH BEEBE DRAW METROPOLITAN DISTRICT
C/O COMMUNITY RESOURCE SERVICES OF COLO
3855 N LEWISTON STREET SUITE 140
AURORA CO 80011

TORRES JOSE MANUEL AND
TORRES MARTHA A
15650 GUN CLUB RD
BRIGHTON CO 80603-3819

SPERRY SHELDON A
24050 E 155TH WAY
BRIGHTON CO 80603-3883

TORRES VIANEY L HERNANDEZ AND
GONZALEZ FRANCISCO I
14660 HARVEST RD
BRIGHTON CO 80603-5806

SPORTSMANS MINERAL CO LLC
1720 S BELLAIRE ST STE 300
DENVER CO 80222-4316

TOUPS WAYNE P AND
TOUPS DEBORAH M
26800 E 152ND AVE
BRIGHTON CO 80603-8803

STANLEY HAROLD AND
GREENMEYER SANDRA L
15343 EDNA DR
BRIGHTON CO 80603-8948

TRACY JEAN C
15625 GUN CLUB RD
BRIGHTON CO 80603-3818

STATE OF COLORADO
C/O STATE LAND BOARD
72 CASCADE AVENUE
DENVER CO 80203

UNITED WATER AND SANITATION DISTRICT
C/O CRS OF COLORADO
8301 E PRENTICE AVE STE 100
GREENWOOD VILLAGE CO 80111-2904

SULLEY WANDA AND SULLEY MICHAEL AND
SULLEY PAUL
15323 EDNA DR
BRIGHTON CO 80603-8948

VICTORIA MIGUEL AND
VICTORIA ADRANA
8585 E 127TH CT
BRIGHTON CO 80602-8114

SURABIAN CONNIE M/LAZARUS M JT 1/2 AND
WENZEL DAVID W 1/4 /WENZEL STACEY A 1/4
2760 BIRCHWOOD RD
CHEBOYGAN MI 49721-9784

VILLALOBOS MARIA AND VILLALOBOS FIDENCIO
AND FRANCO MARIA
15400 EDNA DR
BRIGHTON CO 80603-8954

TALAMANTES SANTOS AND
TALAMANTES PATRICIA
23901 E 152ND AVE
BRIGHTON CO 80603

VILLALOBOS SIJIFREDO JR
351 N 12TH AVE
BRIGHTON CO 80601-1531

TALBOT MARY JANE
15720 GUN CLUB RD
BRIGHTON CO 80603-3821

VONAH TIMOTHY A AND
VONAH GINA D
24727 E 154TH CIR
BRIGHTON CO 80603

THORPE HELEN D AND
THORPE DONNIE L
15260 EDNA DRIVE
BRIGHTON CO 80603

WAGNER SUSAN
15303 EDNA DR
BRIGHTON CO 80603-8948

WAKEMAN KATHERINE L
13721 N POWHATON ROAD
BRIGHTON CO 80603

WAT BUDDHAPUNYARUM OF COLORADO
26300 E 152ND AVENUE
BRIGHTON CO 80603

WEBER EDWARD A AND
WEBER DEBORAH J
23650 E 156TH AVE
BRIGHTON CO 80603-3867

WERTZ DAVID E AND GLORIA E
13815 POWHATON ROAD
BRIGHTON CO 80603-8312

WRIGHT JULIET
PO BOX 482
BRIGHTON CO 80601-0482

ZAISS RONALD N/BEVERLY L AND BRIAN R
15590 GUN CLUB RD
BRIGHTON CO 80603

ZAPATA ANDRES FLORES AND
CERON LOURDES PAREDES
3008 S EATON STREET
DENVER CO 80227

ZUERCHER LIVING TRUST/ZUERCHER BRADLEY W
AND ZUERCHER THERESE K AS TRUSTEES
25400 E 152ND AVE
BRIGHTON CO 80603-8326

CERTIFICATE OF POSTING



I, Emily Collins do hereby certify that I had the property posted at

Parcel # 0156900000277 and Parcel #0156717400004

on August 31, 2018

in accordance with the requirements of the Adams County Zoning Regulations

Emily Collins

Emily Collins

Colt Pipeline

RCU2018-00007

October 2, 2018

Board of County Commissioners

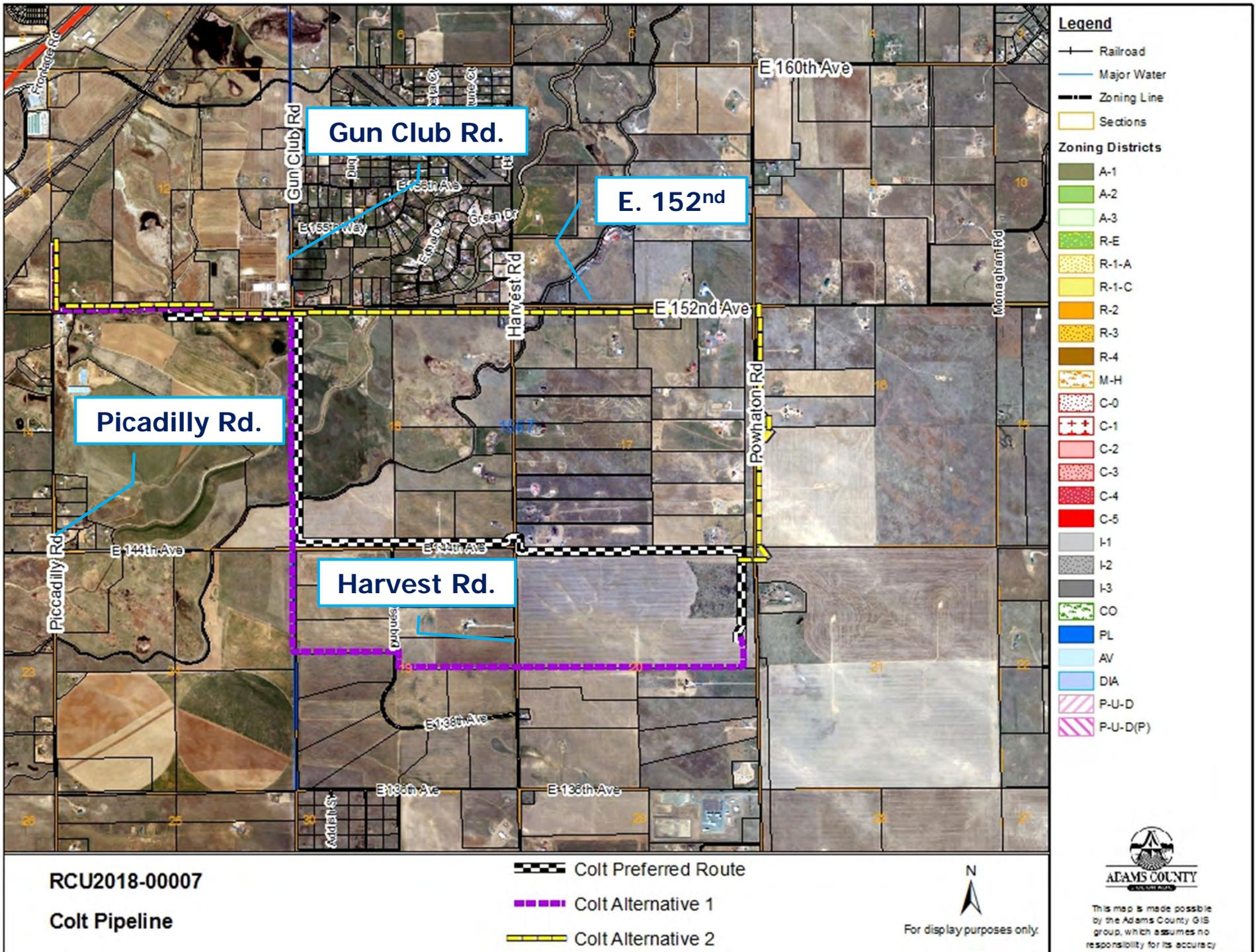
Community and Economic Development

Case Manager: Emily Maldonado



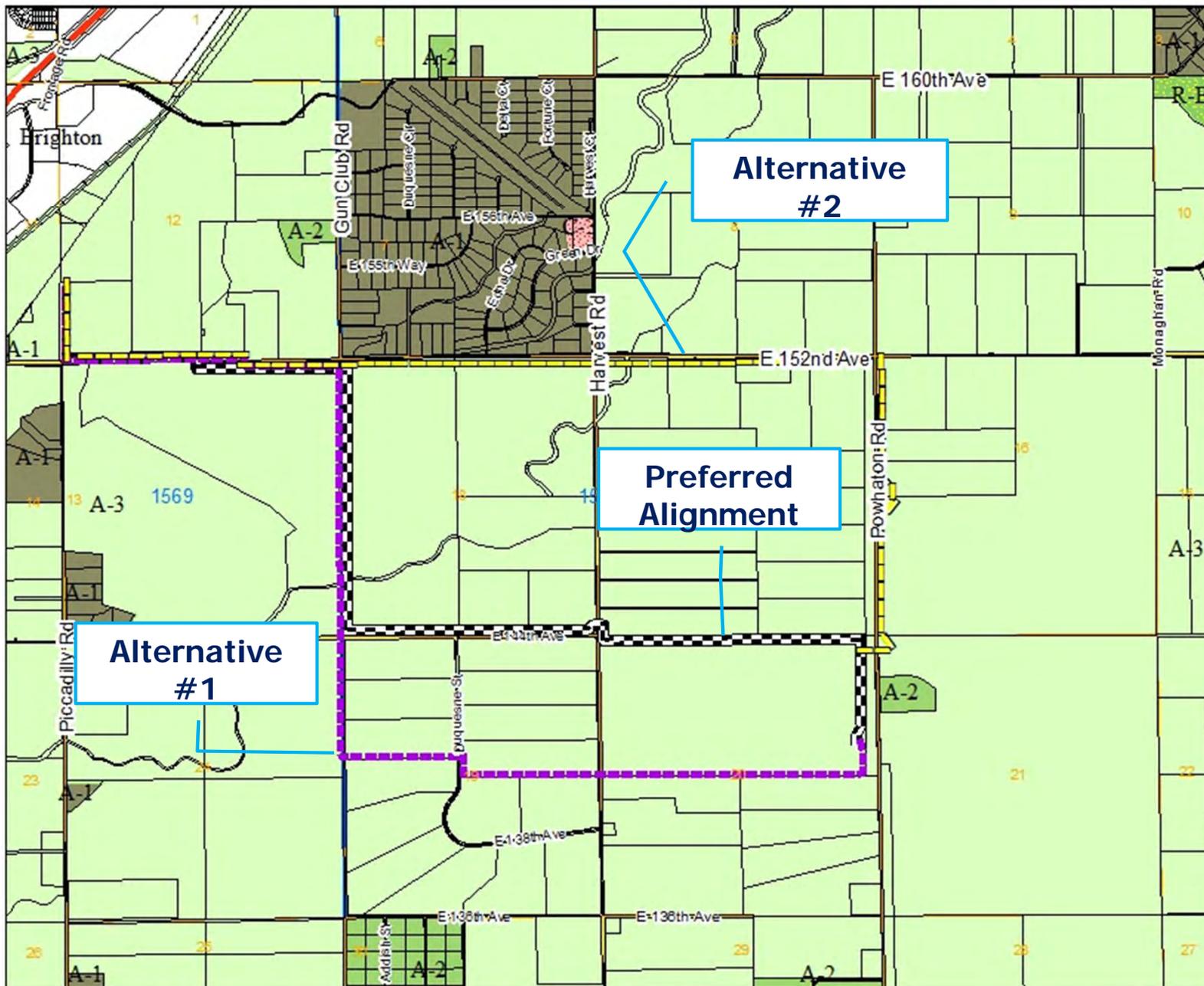
Request

- A conditional use permit to allow 4.21 miles of pipeline
 - 6" natural gas
 - 4" crude oil



A-3

- Farming, food production
- Rural SFD



RCU2018-00007

Colt Pipeline

 Colt Preferred Route

 Colt Alternative 1

 Colt Alternative 2



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy.

Background

- Increase in oil and gas production throughout State
- Lack of infrastructure (pipelines) to support new wellpads
- Existing infrastructure nearing or at capacity
- Pipelines reduce truck transportation from wellpads to refineries

Criteria for Conditional Use

Section 2-02-08-06

1. Permitted in zone district
2. Consistent with regulations
3. Comply with performance standards
4. Harmonious & compatible
5. Addressed all off-site impacts
6. Site suitable for use
7. Site plan adequate for use
8. Adequate services

Areas and Activities of State Interest

Section 6-07-02

- The project, including at least 3 alternatives
- Property rights, permits, and other approvals
- Financial feasibility of the project
- Land use
- Recreational opportunities
- Environmental impact analysis

Preferred Alignment

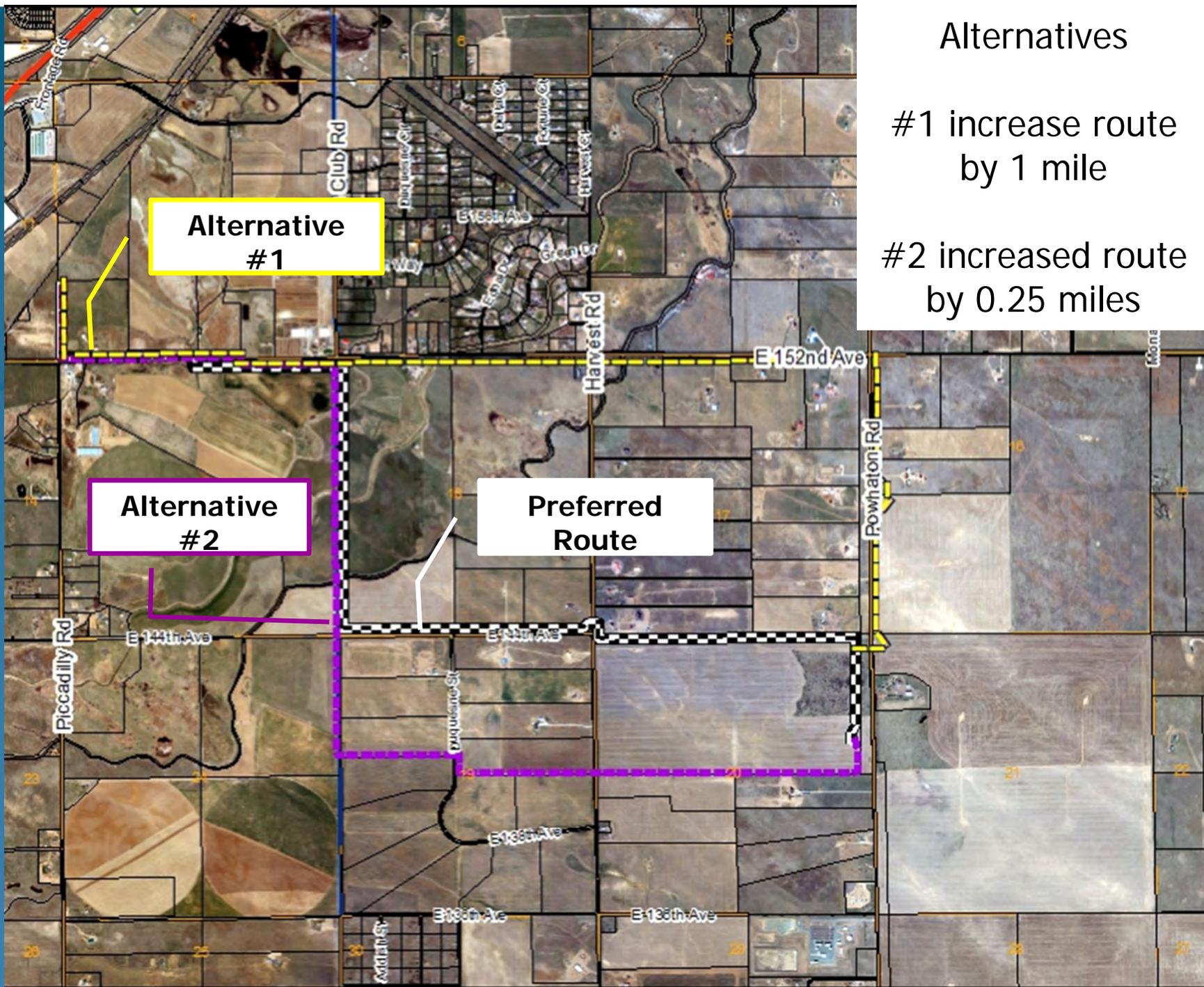


- Buried 48"
- Multiple 4 canal/ditch crossings
- 1 wetland crossing
- Obtained all easements
- Reduces impacts to County roads
- Reduces air emissions

Alternatives

#1 increase route by 1 mile

#2 increased route by 0.25 miles



RCU2018-00007

Colt Pipeline

-  Colt Preferred Route
-  Colt Alternative 1
-  Colt Alternative 2



East on 152nd and Piccadilly



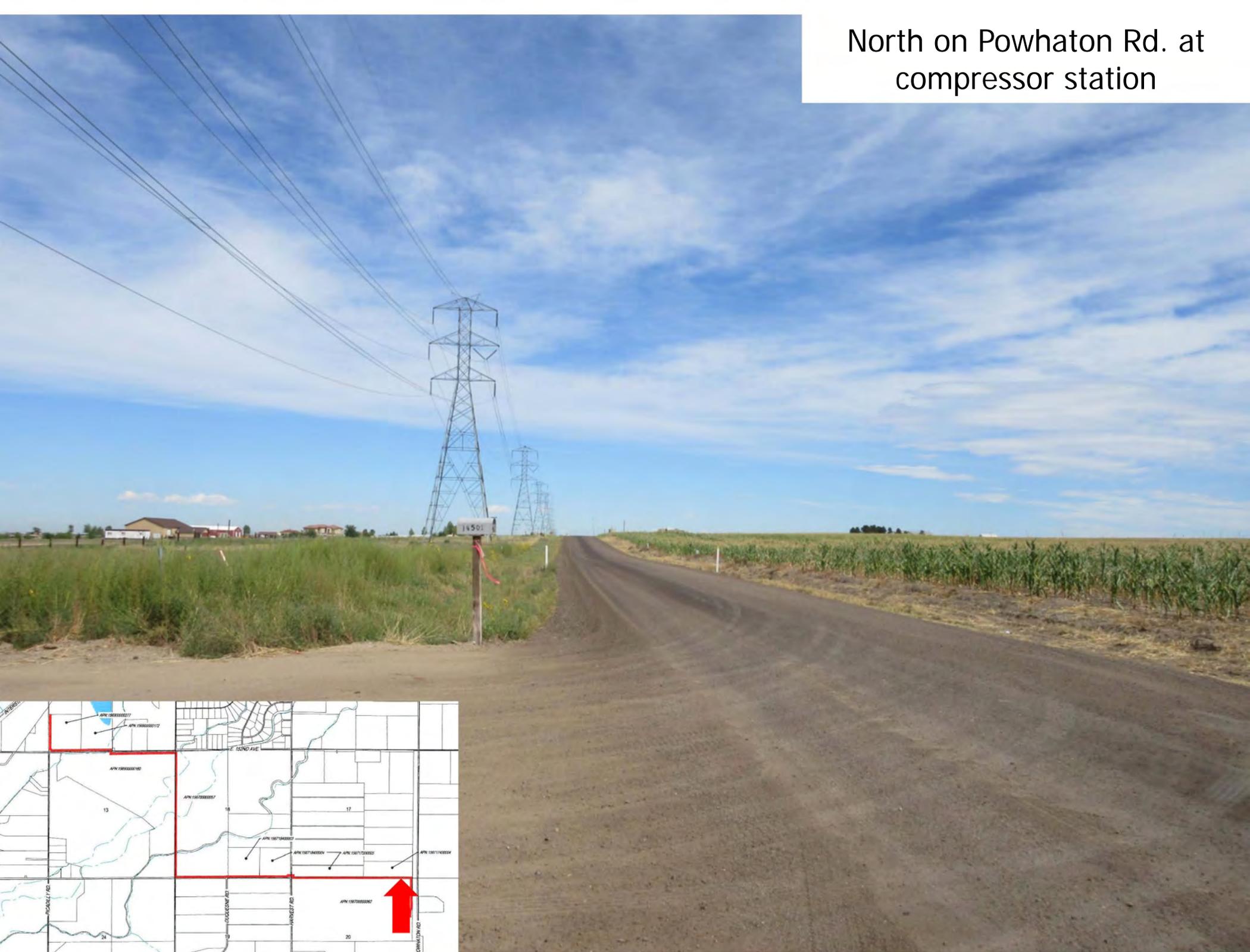
South on 152nd and Picadilly



West on 152nd and Picadilly



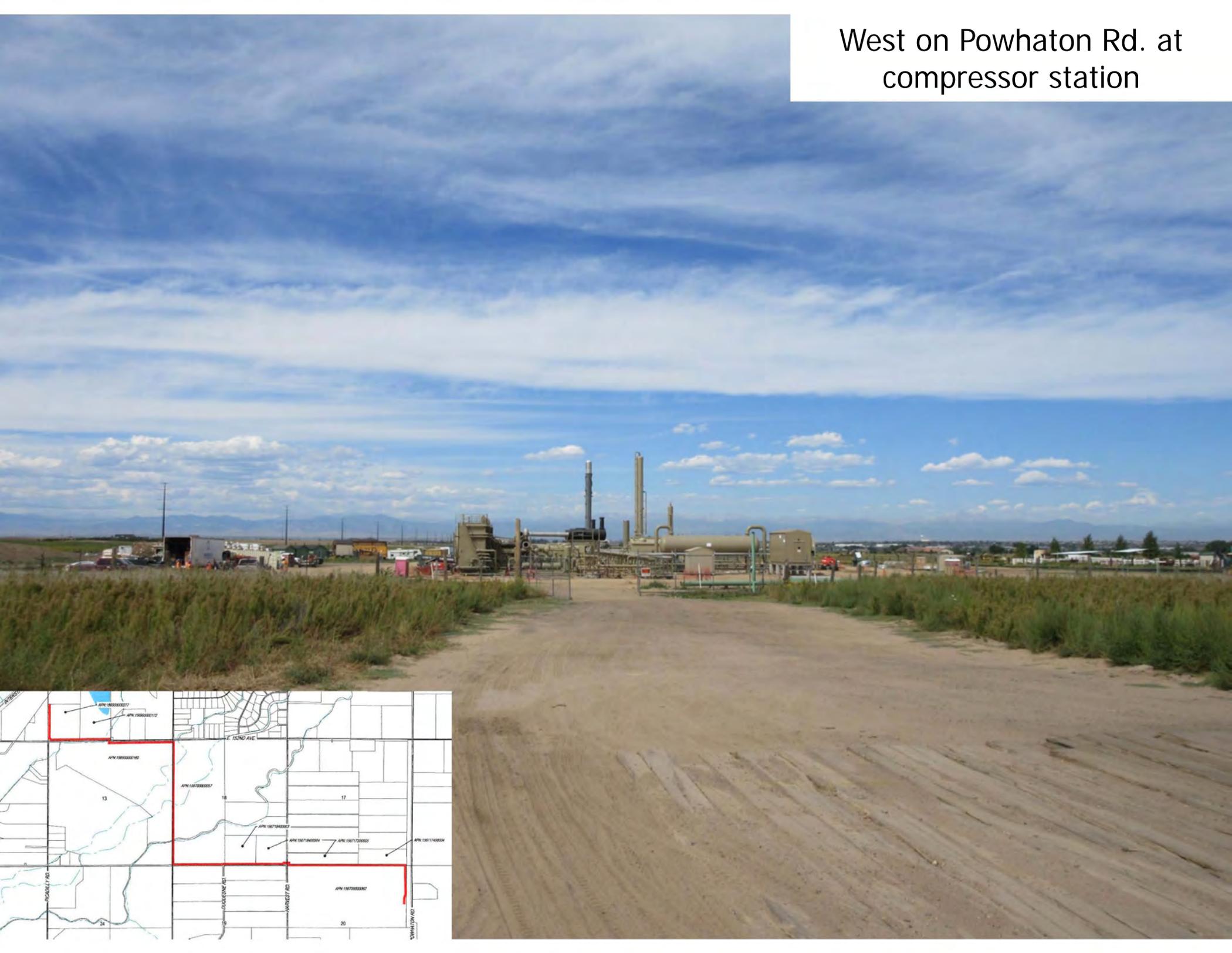
North on Powhatan Rd. at
compressor station



South on Powhatan Rd. at
compressor station



West on Powhatan Rd. at
compressor station



South on Powhatan Rd. at
compressor station



Referral Comments

- Comments:
 - Tri-County: locate all wells and septic areas
 - CPW: construction during nesting season
 - Xcel: high pressure natural gas distribution
- No concerns:
 - CDOT and CDPHE
- Property Owners and Residents within 1,000 ft:

Notifications Sent	Comments Received
168	1

- Opposed

PC UPDATE

- September 13, 2018
 - Recommended unanimous approval (7-0) vote
- Discussion:
 - Public outreach
 - Infrastructure lifespan
 - Environmental areas
- Public Testimony:
 - None

Summary of Analysis

- Harmonious & compatible
- Addressed all off-site impacts
- Site suitable for use
- Not detrimental to health, safety, welfare
- Best alternative to minimize impacts
- Minimal noise, odor, dust, traffic

Recommendation

RCU2018-00007 Colt Pipeline

PC and Staff recommend Approval based on 33 Findings-of- Fact and 1 condition.

Recommended Condition

1. The applicant shall comply with all terms and conditions of the Development Agreement between Discovery DJ Services, LLC and Adams County.