



Board of County Commissioners

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

PUBLIC HEARING AGENDA

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

THIS AGENDA IS SUBJECT TO CHANGE

Tuesday
April 24, 2018
9:30 AM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

- A. Proclamation of April 2018 as Child Abuse Awareness and Prevention 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 April 6-13, 2018
- B. Minutes of the Commissioners' Proceedings from April 17, 2018
- C. Adams County Treasurer's Summary March 1-31, 2018
- D. Adams County Public Trustee Operational Expense for the Quarter Ending March, 2018

- E.** Resolution Adopting Hearing Officer’s Recommendations for Decision Regarding Property Tax Abatement Petitions
(File approved by ELT)
- F.** Resolution Adopting the Alternate Property Tax Appeal Calendar and Procedures for Tax Year 2018 as Permitted by C.R.S. § 39-5-122.7
(File approved by ELT)
- G.** Resolution Approving an Intergovernmental Agreement for a Household Chemical Roundup Program between Tri-County Health Department, a Political Subdivision of the State of Colorado, and Adams County
(File approved by ELT)
- H.** Resolution Approving Lease Agreement between Adams County and Adams County Food Bank for use of a Portion of the Honnen Building as a Local Food Bank
(File approved by ELT)
- I.** Resolution Approving Funding Agreement CMS #109042 between Adams County and the State of Colorado, Department of Natural Resources, to provide Funding for Adams County's 88th Avenue Open Space Restoration and Recreation Improvements Project
(File approved by ELT)
- J.** Resolution Approving the Floodplain Community Rating System Annual Recertification Program
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1.** Resolution Approving Change Order One to the Purchase Order between Adams County and Colorado West Equipment Inc., for Two Commercial Transport Jail Buses
(File approved by ELT)
- 2.** Resolution Approving Amendment One to the Agreement between Adams County and Roadsafe Traffic Systems, Inc., to Provide Pavement Marking Services
(File approved by ELT)

B. COUNTY ATTORNEY

8. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

Proclamation

Child Abuse Awareness and Prevention Month April 2018

Whereas, the Adams County Board of Commissioners prides itself on giving back to the community, contributing to the quality of life of all our citizens, and

Whereas, Child Abuse Prevention & Awareness Month draws attention to the hundreds of innocent child victims in Adams County each year who suffer from physical, sexual or emotional abuse and neglect at the hands of their parents or guardians, and

Whereas, the Court Appointed Special Advocates (CASA) of Adams & Broomfield Counties, in association with the National CASA Association, speaks up for the basic human rights of our abused and neglected children who are involved in the human services and court systems, through no fault of their own, and

Whereas, through community efforts, Adams County residents are encouraged to join together to raise awareness during the month of April, and continuing throughout the year, for our most vulnerable children who have fallen victim to abuse and neglect, and

Whereas, through this effort, Adams County citizens will help to ensure that abused and neglected children have the opportunity to live in safe, loving, permanent homes and have hope for their future.

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

Child Abuse Awareness and Prevention Month

and urges all citizens to join the local, statewide and national efforts to raise awareness and to help prevent child abuse and neglect.

In witness whereof, we have set our hands and caused the seal of the county to be affixed – April 24, 2018.

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	681,875.99
4	Capital Facilities Fund	141,335.47
5	Golf Course Enterprise Fund	10,481.33
6	Equipment Service Fund	110,154.42
7	Stormwater Utility Fund	44.00
13	Road & Bridge Fund	13,633.43
19	Insurance Fund	279,704.86
25	Waste Management Fund	20,932.07
27	Open Space Projects Fund	38,669.86
28	Open Space Sales Tax Fund	503.00
31	Head Start Fund	9,168.36
35	Workforce & Business Center	7,163.09
43	Front Range Airport	5,493.96
50	FLATROCK Facility Fund	2,473.45
94	Sheriff Payables	3,281.00
		<u>1,324,914.29</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>
00722211	491853	CENTER POINT ENERGY SERVICES R	04/06/18	3,180.85
00722212	491853	CENTER POINT ENERGY SERVICES R	04/06/18	5,864.88
00722213	491853	CENTER POINT ENERGY SERVICES R	04/06/18	2,523.78
00722214	491853	CENTER POINT ENERGY SERVICES R	04/06/18	16,447.50
00722215	209334	COLO NATURAL GAS INC	04/06/18	113.27
00722216	430532	EASTERN ADAMS COUNTY METROPOLI	04/06/18	805.30
00722217	13565	INTERMOUNTAIN REA	04/06/18	98.28
00722218	13932	SOUTH ADAMS WATER & SANITATION	04/06/18	163.69
00722219	4755	THORNTON CITY OF WATER & SEWER	04/06/18	90.77
00722220	1007	UNITED POWER (UNION REA)	04/06/18	20,307.89
00722221	1007	UNITED POWER (UNION REA)	04/06/18	39.79
00722222	1007	UNITED POWER (UNION REA)	04/06/18	102.47
00722223	1007	UNITED POWER (UNION REA)	04/06/18	28.98
00722224	1007	UNITED POWER (UNION REA)	04/06/18	1,596.86
00722225	1007	UNITED POWER (UNION REA)	04/06/18	186.84
00722226	1007	UNITED POWER (UNION REA)	04/06/18	6,231.96
00722227	1007	UNITED POWER (UNION REA)	04/06/18	1,308.06
00722228	1007	UNITED POWER (UNION REA)	04/06/18	5,143.46
00722229	1007	UNITED POWER (UNION REA)	04/06/18	621.54
00722230	1007	UNITED POWER (UNION REA)	04/06/18	73.42
00722231	1007	UNITED POWER (UNION REA)	04/06/18	17,912.52
00722232	1007	UNITED POWER (UNION REA)	04/06/18	7,264.81
00722237	46796	WESTMINSTER CITY OF	04/06/18	37.34
00722238	46796	WESTMINSTER CITY OF	04/06/18	809.66
00722239	13822	XCEL ENERGY	04/06/18	3,088.33
00722240	13822	XCEL ENERGY	04/06/18	1,328.23
00722241	13822	XCEL ENERGY	04/06/18	3,081.51
00722242	13822	XCEL ENERGY	04/06/18	1,716.63
00722243	13822	XCEL ENERGY	04/06/18	186.99
00722244	13822	XCEL ENERGY	04/06/18	7,164.73
00722245	13822	XCEL ENERGY	04/06/18	9,403.80
00722246	13822	XCEL ENERGY	04/06/18	3,444.48
00722247	13822	XCEL ENERGY	04/06/18	3,327.57
00722248	13822	XCEL ENERGY	04/06/18	253.07
00722249	13822	XCEL ENERGY	04/06/18	912.21
00722250	13822	XCEL ENERGY	04/06/18	2,219.59

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>
00722251	13822	XCEL ENERGY	04/06/18	834.54
00722252	13822	XCEL ENERGY	04/06/18	723.16
00722253	13822	XCEL ENERGY	04/06/18	285.50
00722257	383698	ALLIED UNIVERSAL SECURITY SERV	04/10/18	3,204.70
00722258	12012	ALSCO AMERICAN INDUSTRIAL	04/10/18	96.87
00722259	679918	APPLIANCES CONNECTION	04/10/18	21,744.00
00722260	429545	ARVADA CHAMBER OF COMMERCE	04/10/18	1,800.00
00722261	490725	BREAK THRU BEVERAGE	04/10/18	316.93
00722262	255001	COPYCO QUALITY PRINTING INC	04/10/18	2,822.00
00722263	13299	CSU UNIVERSITY RESOURCE CTR	04/10/18	455.75
00722265	680955	DICKSON, MICHAEL E	04/10/18	10.84
00722266	699262	EMANUELE BETTY ANNE	04/10/18	195.73
00722267	699636	FLORES JASMINE	04/10/18	75.00
00722268	38051	FOOTHILLS ROOF SERVICES INC	04/10/18	4,900.00
00722269	668805	FRAZIER KEVIN	04/10/18	22.00
00722271	34197	GOURD THADDEUS	04/10/18	352.62
00722272	294059	GROUNDS SERVICE COMPANY	04/10/18	255.00
00722273	699634	HALL LISA	04/10/18	262.50
00722274	47130	HANSELMAN MICALENA	04/10/18	5.89
00722275	687074	HIE CONSULTING ENGINEERS	04/10/18	8,500.00
00722276	486419	HIGH COUNTRY BEVERAGE	04/10/18	711.65
00722277	33278	HURDELBRINK JULIA	04/10/18	162.96
00722278	643813	KIMBALL ROSS	04/10/18	228.00
00722279	699711	KINKAID DELANEY	04/10/18	40.00
00722280	699635	MARIETTA MARTIN	04/10/18	400.00
00722281	699748	MENDEZ MICHAEL	04/10/18	40.00
00722283	93320	MILE HIGH TREE CARE INC	04/10/18	700.00
00722284	10992	NATL ASSN OF EXTRADITION	04/10/18	550.00
00722286	516994	PARK 12 HUNDRED OWNERS ASSOCIA	04/10/18	12,252.00
00722287	698598	PEAK PUMP SALES INC	04/10/18	422.00
00722289	687934	SCHLINDWEIN MARK	04/10/18	71.07
00722291	13538	SHRED IT USA LLC	04/10/18	122.20
00722292	42818	STATE OF COLORADO	04/10/18	188.53
00722293	42818	STATE OF COLORADO	04/10/18	319.06
00722294	699633	SULLIVAN SANDI	04/10/18	400.00
00722295	293662	SUMMIT LABORATORIES INC	04/10/18	410.00

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>
00722296	502162	SWINGLE LAWN TREE AND LANDSCAP	04/10/18	3,936.00
00722297	66264	SYSTEMS GROUP	04/10/18	3,788.00
00722298	41127	THYSSENKRUPP ELEVATOR CORP	04/10/18	6,514.25
00722299	1094	TRI COUNTY HEALTH DEPT	04/10/18	294,546.00
00722305	124337	US POSTMASTER	04/10/18	1,210.00
00722306	315605	YONUSHEWSKI CHESTER	04/10/18	500.00
00722307	8805012	NATIONAL APPRAISAL GUIDES	04/11/18	978.00
00722309	35974	ADAMS COUNTY TREASURER	04/11/18	400.00
00722310	433987	ADCO DISTRICT ATTORNEY'S OFFIC	04/11/18	537.44
00722312	166637	ALEXANDER BRYCE	04/11/18	609.09
00722313	491318	AMERICAN EAGLE DISTRIBUTING	04/11/18	249.00
00722315	609113	BRUNING CHRISTA	04/11/18	502.88
00722316	700089	COLORADO EXTERIORS LLC	04/11/18	9,356.20
00722317	700845	COMMERCE CITY BUSINESS & PROFE	04/11/18	1,500.00
00722318	61609	DAVIS GRAHAM & STUBBS LLP	04/11/18	1,287.00
00722319	700839	DELACRUZ CONTRERAS JERSON	04/11/18	100.00
00722320	648037	ELLARS SARA	04/11/18	241.98
00722321	338868	ERVIN STACY	04/11/18	540.20
00722325	473351	GOLDMAN ROBBINS NICHOLSON & MA	04/11/18	1,440.00
00722326	547889	GUERRERO GALLEGOS CLAUDIA A	04/11/18	269.23
00722327	699829	HILL'S PET NUTRITION SALES INC	04/11/18	864.30
00722328	79260	IDEXX DISTRIBUTION INC	04/11/18	268.14
00722329	535598	JACHIMIAK PETERSON LLC	04/11/18	7,425.00
00722330	62528	JEFFERSON COUNTY SHERIFF'S CIV	04/11/18	35.50
00722331	264009	McINTYRE LINDSAY E	04/11/18	68.67
00722333	700090	MEURAN DESIGN GROUP LLC	04/11/18	500.00
00722334	13591	MWI VETERINARY SUPPLY CO	04/11/18	7,431.62
00722337	669732	PATTERSON VETERINARY SUPPLY IN	04/11/18	180.80
00722338	700840	PORTER WILLIAM	04/11/18	572.66
00722340	308437	RANDSTAD US LP	04/11/18	762.55
00722341	263724	RED HAWK FIRE & SECURITY	04/11/18	567.00
00722342	700843	RODRIGUEZ JODEAN M	04/11/18	385.86
00722344	38961	SHREVE JEANNE	04/11/18	244.81
00722345	700463	SNOW RONNY	04/11/18	115.00
00722346	426427	STAMP ROBERT	04/11/18	412.50
00722347	361932	STOUT CRYSTAL	04/11/18	319.96

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00722348	52553	SWEEPSTAKES UNLIMITED	04/11/18	30.00
00722349	52553	SWEEPSTAKES UNLIMITED	04/11/18	30.00
00722350	52553	SWEEPSTAKES UNLIMITED	04/11/18	30.00
00722351	618144	T&G PECOS LLC	04/11/18	900.00
00722352	13922	WELD COUNTY SHERIFF	04/11/18	59.30
00722353	80281	WELLS FARGO BANK	04/11/18	1,500.00
00722354	18645	WILBUR-ELLIS COMPANY LLC	04/11/18	5,957.20
00722355	338508	WRIGHTWAY INDUSTRIES INC	04/11/18	410.60
00722367	33604	STATE OF COLORADO	04/12/18	436.91
00722373	445583	ALVAREZ MEGAN	04/12/18	166.61
00722374	339325	APPLIED TRUST INC	04/12/18	1,902.46
00722375	642157	ARELLANO JESSICA	04/12/18	18.86
00722377	45321	CARDENAS LIDIA M	04/12/18	62.46
00722379	43659	CINTAS FIRST AID & SAFETY	04/12/18	119.79
00722380	45991	COLO STATE UNIVERSITY EXTENSIO	04/12/18	3,620.00
00722381	48089	COMCAST BUSINESS	04/12/18	1,700.00
00722382	506458	DARBEEES HONEY PRODUCTS LLC	04/12/18	120.00
00722383	519505	DENOVO VENTURES LLC	04/12/18	787.50
00722384	700466	DIRECT EDGE DENVER LLC	04/12/18	190.00
00722385	58895	DIRSEC	04/12/18	4,426.68
00722386	700895	DMV RECORD SERVICES	04/12/18	3.00
00722387	237708	GABRIEL ROEDER SMITH & COMPANY	04/12/18	8,500.00
00722389	87117	GRANICUS INC	04/12/18	25,600.00
00722390	298306	HUPFER DETOR LEVON	04/12/18	41.97
00722391	32276	INSIGHT PUBLIC SECTOR	04/12/18	4,726.86
00722392	6218	LAS ANIMAS COUNTY SHERIFF	04/12/18	7.50
00722393	453327	LATPRO INC	04/12/18	566.67
00722394	689410	MARQUEZ PAULINE A	04/12/18	86.00
00722395	553650	MARTINEZ DOMINIC A	04/12/18	2,414.50
00722396	581490	MAYER LISA	04/12/18	217.35
00722397	278360	MILLER SUVI	04/12/18	640.00
00722398	13774	NORTH PECOS WATER & SANITATION	04/12/18	40.39
00722399	470643	ONENECK IT SOLUTIONS LLC	04/12/18	4,631.30
00722400	36746	PEDRUCCI MARC R	04/12/18	252.28
00722401	593447	PIN BUSINESS NETWORK	04/12/18	13,147.00
00722402	44703	QUICKSILVER EXPRESS COURIER	04/12/18	212.61

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>
00722403	472519	RICHARDSON DAVID W	04/12/18	2,500.00
00722404	33604	STATE OF COLORADO	04/12/18	1,300.00
00722405	13951	TDS TELECOM	04/12/18	840.01
00722406	334935	UNC FOUNDATION/ EAST COLORADO	04/12/18	10,000.00
00722414	334777	ALLEN DEBRA JEAN	04/13/18	32.33
00722415	222217	AMERICAN COUNCIL ON CRIMINAL J	04/13/18	125.00
00722417	374417	BARR LAKE & MILTON RESERVOIR W	04/13/18	4,000.00
00722419	167784	BRANDT STEPHANIE S	04/13/18	80.66
00722425	9902	CHEMATOX LABORATORY INC	04/13/18	25.00
00722426	358522	COLBY JILL	04/13/18	180.99
00722427	6331	COLO ASSESSORS ASSN	04/13/18	140.00
00722429	460842	COLO INFORMATION SHARING CONSO	04/13/18	11,565.14
00722431	35178	CORONA SOLUTIONS	04/13/18	17,200.00
00722432	248103	DS WATERS OF AMERICA INC	04/13/18	123.49
00722436	40843	LANGUAGE LINE SERVICES	04/13/18	619.92
00722442	11690	NATL PUBLIC SAFETY INFORMATION	04/13/18	298.00
00722443	13422	NORTHGLENN AMBULANCE	04/13/18	627.90
00722447	163837	PTS OF AMERICA LLC	04/13/18	865.00
00722449	20607	ROBERTS LISA D	04/13/18	46.43
00722450	53265	SAMS CLUB	04/13/18	2,188.92
00722454	76394	SYMBOL ARTS	04/13/18	270.00
00722455	666214	TYGRETT DEBRA R	04/13/18	371.00
00722456	28617	VERIZON WIRELESS	04/13/18	5,299.20

Fund Total**681,875.99**

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>
00722323	33577	FCI CONSTRUCTORS INC	04/11/18	134,268.70
00722324	33577	FCI CONSTRUCTORS INC	04/11/18	7,066.77
			Fund Total	141,335.47

Net Warrants by Fund Detail

5Golf Course Enterprise Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00722300	1007	UNITED POWER (UNION REA)	04/10/18	206.03
00722301	1007	UNITED POWER (UNION REA)	04/10/18	3,174.32
00722302	1007	UNITED POWER (UNION REA)	04/10/18	282.55
00722303	1007	UNITED POWER (UNION REA)	04/10/18	477.78
00722304	1007	UNITED POWER (UNION REA)	04/10/18	6,340.65
Fund Total				10,481.33

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>
00722255	11657	A & E TIRE INC	04/10/18	1,393.10
00722308	23962	ACS MANAGEMENT LLC	04/11/18	3,900.00
00722322	346750	FACTORY MOTOR PARTS	04/11/18	7,526.00
00722343	16237	SAM HILL OIL INC	04/11/18	18,807.32
00722376	356584	BRUCKNER TRUCK SALES INC	04/12/18	78,528.00
			Fund Total	110,154.42

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>
00722388	165336	GOLDEN TRIANGLE CONSTRUCTION I	04/12/18	44.00
Fund Total				44.00

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>
00722356	11657	A & E TIRE INC	04/12/18	105.00
00722357	12012	ALSCO AMERICAN INDUSTRIAL	04/12/18	393.37
00722358	49497	BFI TOWER ROAD LANDFILL	04/12/18	8,452.25
00722359	43659	CINTAS FIRST AID & SAFETY	04/12/18	297.46
00722361	2305	COBITCO INC	04/12/18	77.00
00722364	29821	ENNIS-FLINT INC	04/12/18	1,399.50
00722365	13495	ESSENTIAL SAFETY PRODUCTS	04/12/18	417.56
00722366	556555	PREMIER PORTABLES	04/12/18	460.00
00722368	93777	TRAFFIC SIGNAL CONTROLS INC	04/12/18	368.00
00722369	158184	UTILITY NOTIFICATION CENTER OF	04/12/18	514.75
00722370	78276	WAYNE A MITCHELL LLC	04/12/18	526.50
00722371	13822	XCEL ENERGY	04/12/18	180.81
00722372	13822	XCEL ENERGY	04/12/18	41.23
00722433	101603	EMPIRE TITLE NORTH LLC	04/13/18	400.00
Fund Total				13,633.43

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>
00722270	700413	GASIOROWSKI EMMA	04/10/18	296.29
00722290	700011	SCHULHOFF TREE & LAWN CARE	04/10/18	3,175.00
00722311	492573	ADVANCED URGENT CARE AND OCC M	04/11/18	310.00
00722335	61886	NATHAN DUMM & MAYER PC	04/11/18	2,276.75
00722336	700844	NIERA SHARON	04/11/18	135.00
00722378	419839	CAREHERE LLC	04/12/18	48,511.82
00722411	301628	FRANKLIN D AZAR & ASSOCIATES	04/13/18	225,000.00
			Fund Total	279,704.86

Net Warrants by Fund Detail

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Waste Management Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00722314	535096	B & B ENVIRONMENTAL SAFETY INC	04/11/18	4,779.49
00722339	433702	QUANTUM WATER CONSULTING	04/11/18	16,152.58
Fund Total				20,932.07

Net Warrants by Fund Detail

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Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00722264	237568	DESIGN WORKSHOP	04/10/18	3,432.00
00722282	85060	MILE HIGH GOLF CARS	04/10/18	16,745.60
00722407	13822	XCEL ENERGY	04/12/18	18,492.26
Fund Total				38,669.86

Net Warrants by Fund Detail

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Open Space Sales Tax Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00722288	69803	PETERSEN RENEE	04/10/18	198.00
00722332	52940	MCDOWELL SHANNON	04/11/18	305.00
			Fund Total	503.00

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>
00722408	362722	BOWDRY CYNTHIA	04/13/18	48.83
00722409	5078	COLO DEPT OF HUMAN SERVICES	04/13/18	28.00
00722410	248029	COMMUNITY REACH CENTER FOUNDAT	04/13/18	6,190.04
00722412	129209	RAMIREZ SUSANA	04/13/18	52.21
00722413	290050	RODRIGUEZ JAMIE	04/13/18	18.00
00722418	45333	BRAGGS- JONES SHONDRELA	04/13/18	100.83
00722421	37266	CENTURY LINK	04/13/18	125.48
00722422	37266	CENTURY LINK	04/13/18	132.33
00722423	37266	CENTURY LINK	04/13/18	337.09
00722428	5078	COLO DEPT OF HUMAN SERVICES	04/13/18	168.00
00722430	2157	COLO OCCUPATIONAL MEDICINE PHY	04/13/18	150.00
00722435	434213	HAGER MICHAEL	04/13/18	97.72
00722441	28601	NATL HEADSTART ASSN	04/13/18	1,260.00
00722444	371505	OLIVER LESLIE	04/13/18	43.93
00722446	47685	ORTIZ REBECCA T	04/13/18	35.86
00722448	153351	REED ALMA	04/13/18	82.84
00722451	538831	SANDOVAL GABRIELLA	04/13/18	167.98
00722453	311839	SMITH DIANA	04/13/18	35.48
00722457	51121	WHISENANT ELISA A	04/13/18	49.32
00722458	430236	YANEZ ARTURO	04/13/18	44.42
Fund Total				9,168.36

Net Warrants by Fund Detail

35Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00722256	252050	ADAMS COUNTY HUMAN SERVICES	04/10/18	120.80
00722420	591794	BREEDLOVE XAVIER	04/13/18	40.00
00722424	152461	CENTURYLINK	04/13/18	102.29
00722434	700313	GALLEGOS FLORES ROSEMARIE	04/13/18	60.00
00722437	643316	LOCKHEED MARTIN SPACE SYSTEMS	04/13/18	6,680.00
00722438	700828	MARTINEZ JASMIN	04/13/18	80.00
00722439	700829	MONTOYA RICK	04/13/18	40.00
00722445	700830	OR MARSHALL	04/13/18	40.00
Fund Total				7,163.09

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>
00722285	618136	PARAGON DINING SERVICES	04/10/18	4,785.00
00722416	80118	AT&T CORP	04/13/18	99.20
00722440	212525	MYRON CORP	04/13/18	213.76
00722452	37110	SB PORTA BOWL RESTROOMS INC	04/13/18	396.00
Fund Total				5,493.96

Net Warrants by Fund Detail

50FLATROCK Facility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00722233	1007	UNITED POWER (UNION REA)	04/06/18	278.06
00722234	1007	UNITED POWER (UNION REA)	04/06/18	1,956.57
00722235	1007	UNITED POWER (UNION REA)	04/06/18	40.53
00722236	1007	UNITED POWER (UNION REA)	04/06/18	198.29
Fund Total				2,473.45

Net Warrants by Fund Detail

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Sheriff Payables

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00722360	95935	CLERK OF THE COUNTY COURT	04/12/18	1,600.00
00722362	92474	COLO DEPT OF HUMAN SERVICES	04/12/18	1,515.00
00722363	44915	COLO JUDICIAL DEPT	04/12/18	166.00
Fund Total				3,281.00

County of Adams
Net Warrants by Fund Detail

Grand Total 1,324,914.29

County of Adams
Vendor Payment Report

<u>4302</u>	<u>Airport Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	AT&T CORP	00043	923873	304458	04/10/18	86.12
					Account Total	86.12
	Water/Sewer/Sanitation					
	SB PORTA BOWL RESTROOMS INC	00043	923875	304458	04/10/18	396.00
					Account Total	396.00
					Department Total	482.12

County of Adams
Vendor Payment Report

<u>4308</u>	<u>Airport ATCT</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	AT&T CORP	00043	923873	304458	04/10/18	<u>6.54</u>
					Account Total	<u>6.54</u>
					Department Total	<u><u>6.54</u></u>

County of Adams
Vendor Payment Report

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	AT&T CORP	00043	923873	304458	04/10/18	<u>6.54</u>
					Account Total	<u>6.54</u>
					Department Total	<u><u>6.54</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	923645	304213	04/06/18	<u>93.99</u>
					Account Total	<u>93.99</u>
					Department Total	<u><u>93.99</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					
	DELACRUZ CONTRERAS JERSON	00001	923914	304527	04/11/18	<u>100.00</u>
					Account Total	<u>100.00</u>
					Department Total	<u><u>100.00</u></u>

County of Adams
Vendor Payment Report

<u>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					
	COLORADO EXTERIORS LLC	00001	923859	304454	04/10/18	9,356.20
	MEURAN DESIGN GROUP LLC	00001	923860	304454	04/10/18	500.00
					Account Total	9,856.20
	Car Washes					
	FRAZIER KEVIN	00001	923501	303962	04/04/18	12.00
					Account Total	12.00
	Minor Equipment					
	DICKSON, MICHAEL E	00001	923502	303962	04/04/18	10.84
					Account Total	10.84
	Travel & Transportation					
	FRAZIER KEVIN	00001	923500	303962	04/04/18	10.00
					Account Total	10.00
					Department Total	9,889.04

County of Adams
Vendor Payment Report

<u>4306</u>	<u>Cafe</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Snack Bar Supplies, Rep & Main					
	PARAGON DINING SERVICES	00043	923607	304109	03/31/18	<u>4,785.00</u>
					Account Total	<u>4,785.00</u>
					Department Total	<u><u>4,785.00</u></u>

County of Adams
Vendor Payment Report

<u>4</u>	<u>Capital Facilities Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	FCI CONSTRUCTORS INC	00004	923682	304351	04/09/18	141,335.47
	FCI CONSTRUCTORS INC	00004	923682	304351	04/09/18	7,438.71
					Account Total	148,774.18
	Retainages Payable					
	FCI CONSTRUCTORS INC	00004	923682	304351	04/09/18	7,066.77-
	FCI CONSTRUCTORS INC	00004	923682	304351	04/09/18	371.94-
					Account Total	7,438.71-
					Department Total	141,335.47

County of Adams
Vendor Payment Report

<u>1041</u>	<u>County Assessor</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	COLO ASSESSORS ASSN	00001	923941	304548	04/11/18	140.00
					Account Total	140.00
	Special Events					
	ROBERTS LISA D	00001	923942	304548	04/11/18	46.43
					Account Total	46.43
					Department Total	<u>186.43</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>
	Consultant Services					
	DAVIS GRAHAM & STUBBS LLP	00001	923698	304356	04/09/18	1,287.00
					Account Total	1,287.00
	Other Professional Serv					
	JEFFERSON COUNTY SHERIFF'S CIV	00001	923700	304356	04/09/18	35.50
	SNOW RONNY	00001	923917	304527	04/11/18	115.00
	STAMP ROBERT	00001	923706	304356	04/09/18	412.50
	SWEEPSTAKES UNLIMITED	00001	923702	304356	04/09/18	30.00
	SWEEPSTAKES UNLIMITED	00001	923703	304356	04/09/18	30.00
	SWEEPSTAKES UNLIMITED	00001	923704	304356	04/09/18	30.00
	WELD COUNTY SHERIFF	00001	923701	304356	04/09/18	59.30
					Account Total	712.30
					Department Total	1,999.30

County of Adams
Vendor Payment Report

<u>1052</u>	<u>Criminal Justice Coord Council</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	ALLEN DEBRA JEAN	00001	923614	304181	04/06/18	<u>32.33</u>
					Account Total	<u>32.33</u>
					Department Total	<u><u>32.33</u></u>

County of Adams
Vendor Payment Report

<u>1074</u>	<u>CA- Risk Management</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Safety-Drug & AI Test/Med Cert					
	ADVANCED URGENT CARE AND OCC M	00019	923699	304356	04/09/18	<u>310.00</u>
					Account Total	<u>310.00</u>
					Department Total	<u><u>310.00</u></u>

County of Adams
Vendor Payment Report

<u>1044</u>	<u>CA- SS Dependency/Neglect</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	McINTYRE LINDSAY E	00001	923705	304356	04/09/18	<u>68.67</u>
					Account Total	<u>68.67</u>
					Department Total	<u><u>68.67</u></u>

County of Adams
Vendor Payment Report

<u>1022</u>	<u>CLK Elections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	US POSTMASTER	00001	923576	304063	04/05/18	<u>1,210.00</u>
					Account Total	<u>1,210.00</u>
					Department Total	<u><u>1,210.00</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>
	Books					
	NATIONAL APPRAISAL GUIDES	00001	923675	304348	04/09/18	978.00
					Account Total	978.00
	Destruction of Records					
	SHRED IT USA LLC	00001	923657	304228	04/06/18	122.20
					Account Total	122.20
	Mileage Reimbursements					
	ALEXANDER BRYCE	00001	923923	304531	04/11/18	609.09
	ELLARS SARA	00001	923922	304531	04/11/18	241.98
	ERVIN STACY	00001	923921	304531	04/11/18	540.20
	GUERRERO GALLEGOS CLAUDIA A	00001	923924	304531	04/11/18	269.23
	MARQUEZ PAULINE A	00001	923979	304637	04/12/18	86.00
	RODRIGUEZ JODEAN M	00001	923925	304531	04/11/18	385.86
					Account Total	2,132.36
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	923650	304228	04/06/18	17.19
	ALSCO AMERICAN INDUSTRIAL	00001	923651	304228	04/06/18	17.19
	ALSCO AMERICAN INDUSTRIAL	00001	923652	304228	04/06/18	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	923653	304228	04/06/18	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	923654	304228	04/06/18	17.19
					Account Total	96.87
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	923655	304228	04/06/18	42.00
	COPYCO QUALITY PRINTING INC	00001	923656	304228	04/06/18	1,800.00
					Account Total	1,842.00
	Security Service					
	ALLIED UNIVERSAL SECURITY SERV	00001	923649	304228	04/06/18	1,591.90
					Account Total	1,591.90
					Department Total	<u>6,763.33</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>
	Education & Training					
	NATL ASSN OF EXTRADITION	00001	923842	304349	04/10/18	550.00
					Account Total	550.00
	Mileage Reimbursements					
	MAYER LISA	00001	923950	304543	04/11/18	102.35
	MAYER LISA	00001	923951	304543	04/11/18	115.00
					Account Total	217.35
	Other Professional Serv					
	DMV RECORD SERVICES	00001	923947	304543	04/11/18	3.00
	LAS ANIMAS COUNTY SHERIFF	00001	923949	304543	04/11/18	7.50
	MILLER SUVI	00001	923952	304543	04/11/18	640.00
					Account Total	650.50
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	923872	304457	04/10/18	112.41
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	923872	304457	04/10/18	83.21
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	923872	304457	04/10/18	127.70
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	923872	304457	04/10/18	214.12
	KINKAID DELANEY	00001	923680	304349	04/09/18	40.00
	MENDEZ MICHAEL	00001	923678	304349	04/09/18	40.00
					Account Total	617.44
					Department Total	<u>2,035.29</u>

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>
	Mileage Reimbursements					
	ALVAREZ MEGAN	00001	923945	304543	04/11/18	166.61
	ARELLANO JESSICA	00001	923944	304543	04/11/18	18.86
	CARDENAS LIDIA M	00001	923946	304543	04/11/18	62.46
	HUPFER DETOR LEVON	00001	923948	304543	04/11/18	41.97
					Account Total	289.90
					Department Total	289.90

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					
	UNC FOUNDATION/ EAST COLORADO	00001	923980	304637	04/12/18	<u>10,000.00</u>
					Account Total	<u>10,000.00</u>
					Department Total	<u><u>10,000.00</u></u>

County of Adams
Vendor Payment Report

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	A & E TIRE INC	00006	923669	304346	04/09/18	1,393.10
	ACS MANAGEMENT LLC	00006	923903	304521	04/11/18	3,900.00
	BRUCKNER TRUCK SALES INC	00006	924005	304658	04/12/18	5,578.00
	BRUCKNER TRUCK SALES INC	00006	924005	304658	04/12/18	72,950.00
	FACTORY MOTOR PARTS	00006	923902	304521	04/11/18	7,526.00
	SAM HILL OIL INC	00006	923901	304521	04/11/18	17,141.42
	SAM HILL OIL INC	00006	923904	304521	04/11/18	550.18
	SAM HILL OIL INC	00006	923905	304521	04/11/18	1,115.72
					Account Total	110,154.42
					Department Total	110,154.42

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>
	Minor Equipment					
	EMANUELE BETTY ANNE	00001	923367	303803	04/02/18	195.73
					Account Total	195.73
	Operating Supplies					
	COLO STATE UNIVERSITY EXTENSIO	00001	923627	304194	04/06/18	3,620.00
					Account Total	3,620.00
					Department Total	<u>3,815.73</u>

County of Adams
Vendor Payment Report

<u>9241</u>	<u>Extension- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	DARBEES HONEY PRODUCTS LLC	00001	923688	304194	04/06/18	120.00
					Account Total	120.00
	Mileage Reimbursements					
	GOURD THADDEUS	00001	923366	303803	04/03/18	352.62
					Account Total	352.62
	Operating Supplies					
	COPYCO QUALITY PRINTING INC	00001	923369	303803	04/02/18	350.00
					Account Total	350.00
					Department Total	822.62

County of Adams
Vendor Payment Report

<u>9244</u>	<u>Extension- 4-H/Youth</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	HURDELBRINK JULIA	00001	923365	303803	04/03/18	162.96
					Account Total	162.96
	Operating Supplies					
	CSU UNIVERSITY RESOURCE CTR	00001	923368	303803	04/02/18	455.75
					Account Total	455.75
					Department Total	618.71

County of Adams
Vendor Payment Report

<u>1014</u>	<u>Finance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	STOUT CRYSTAL	00001	923915	304527	04/11/18	<u>319.96</u>
					Account Total	<u>319.96</u>
					Department Total	<u><u>319.96</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 MICALENA	00001	923646	304213	04/06/18	<u>5.89</u>
					Account Total	<u>5.89</u>
					Department Total	<u><u>5.89</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>
	Gas & Electricity					
	Energy Cap Bill ID=8264	00001	923546	304061	03/26/18	253.07
	Energy Cap Bill ID=8274	00001	923547	304061	03/19/18	113.27
					Account Total	366.34
	Mileage Reimbursements					
	SCHLINDWEIN MARK	00001	923582	304065	04/05/18	71.07
					Account Total	71.07
					Department Total	437.41

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=8260	00001	923540	304061	03/20/18	98.28
					Account Total	98.28
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8271	00001	923541	304061	03/30/18	805.30
					Account Total	805.30
					Department Total	903.58

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=8284	00001	923555	304061	03/20/18	2,219.59
					Account Total	2,219.59
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8272	00001	923556	304061	03/22/18	90.77
					Account Total	90.77
					Department Total	2,310.36

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=8254	00001	923557	304061	03/28/18	5,143.46
	Energy Cap Bill ID=8278	00001	923558	304061	03/27/18	834.54
					Account Total	5,978.00
	Maintenance Contracts					
	MILE HIGH TREE CARE INC	00001	923580	304065	04/05/18	700.00
					Account Total	700.00
					Department Total	6,678.00

County of Adams
Vendor Payment Report

<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8245	00050	923565	304061	03/28/18	278.06
	Energy Cap Bill ID=8266	00050	923566	304061	03/28/18	1,956.57
	Energy Cap Bill ID=8267	00050	923567	304061	03/28/18	40.53
	Energy Cap Bill ID=8270	00050	923568	304061	03/28/18	198.29
	Energy Cap Bill ID=8279	00050	923569	304061	03/27/18	285.50
					Account Total	2,758.95
					Department Total	2,758.95

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=8282	00001	923544	304061	03/26/18	<u>3,444.48</u>
					Account Total	<u>3,444.48</u>
					Department Total	<u><u>3,444.48</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=8263	00001	923529	304061	03/30/18	1,328.23
	Energy Cap Bill ID=8276	00001	923530	304061	03/26/18	3,081.51
	Energy Cap Bill ID=8280	00001	923531	304061	03/26/18	1,716.63
	Energy Cap Bill ID=8283	00001	923532	304061	03/26/18	186.99
					Account Total	6,313.36
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8273	00001	923533	304061	03/20/18	163.69
					Account Total	163.69
					Department Total	6,477.05

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=8277	00001	923527	304061	03/26/18	<u>3,088.33</u>
					Account Total	<u>3,088.33</u>
					Department Total	<u><u>3,088.33</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=8252	00001	923534	304061	03/28/18	20,307.89
	Energy Cap Bill ID=8259	00001	923535	304061	03/19/18	5,864.88
	Energy Cap Bill ID=8268	00001	923536	304061	03/28/18	39.79
					Account Total	26,212.56
	Maintenance Contracts					
	SUMMIT LABORATORIES INC	00001	923579	304065	04/05/18	410.00
					Account Total	410.00
	Repair & Maint Supplies					
	PEAK PUMP SALES INC	00001	923583	304065	04/05/18	422.00
					Account Total	422.00
					Department Total	27,044.56

County of Adams
Vendor Payment Report

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	FOOTHILLS ROOF SERVICES INC	00001	923581	304065	04/05/18	4,900.00
					Account Total	4,900.00
	Gas & Electricity					
	Energy Cap Bill ID=8244	00001	923559	304061	03/19/18	16,447.50
	Energy Cap Bill ID=8251	00001	923560	304061	03/28/18	621.54
	Energy Cap Bill ID=8253	00001	923561	304061	03/28/18	73.42
	Energy Cap Bill ID=8255	00001	923562	304061	03/28/18	17,912.52
	Energy Cap Bill ID=8269	00001	923563	304061	03/28/18	7,264.81
	Energy Cap Bill ID=8281	00001	923564	304061	03/26/18	723.16
					Account Total	43,042.95
					Department Total	47,942.95

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=8275	00001	923537	304061	03/29/18	7,164.73
					Account Total	<u>7,164.73</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8257	00001	923538	304061	03/22/18	37.34
	Energy Cap Bill ID=8262	00001	923539	304061	03/22/18	809.66
					Account Total	<u>847.00</u>
					Department Total	<u><u>8,011.73</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=8258	00001	923542	304061	03/19/18	2,523.78
	Energy Cap Bill ID=8265	00001	923543	304061	03/26/18	9,403.80
					Account Total	<u>11,927.58</u>
					Department Total	<u><u>11,927.58</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=8256	00001	923528	304061	03/19/18	<u>3,180.85</u>
					Account Total	<u>3,180.85</u>
					Department Total	<u><u>3,180.85</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>
	Gas & Electricity					
	Energy Cap Bill ID=8285	00001	923554	304061	03/27/18	<u>912.21</u>
					Account Total	<u>912.21</u>
					Department Total	<u><u>912.21</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	923926	304538	04/11/18	436.91
					Account Total	436.91
	Petty Cash					
	ADAMS COUNTY TREASURER	00001	923913	304527	04/11/18	400.00
					Account Total	400.00
	Received not Vouchered Clrg					
	ALLIED UNIVERSAL SECURITY SERV	00001	923636	304209	04/06/18	1,612.80
	AMERICAN EAGLE DISTRIBUTING	00001	923908	304521	04/11/18	249.00
	APPLIANCES CONNECTION	00001	923632	304209	04/06/18	21,744.00
	APPLIED TRUST INC	00001	923967	304619	04/12/18	1,902.46
	BREAK THRU BEVERAGE	00001	923640	304209	04/06/18	316.93
	CHEMATOX LABORATORY INC	00001	923608	304110	04/05/18	25.00
	COLO INFORMATION SHARING CONSO	00001	923609	304110	04/05/18	11,565.14
	COPYCO QUALITY PRINTING INC	00001	923637	304209	04/06/18	630.00
	CORONA SOLUTIONS	00001	923610	304110	04/05/18	17,200.00
	DENOVO VENTURES LLC	00001	923966	304619	04/12/18	787.50
	DIRSEC	00001	923959	304619	04/12/18	4,426.68
	GABRIEL ROEDER SMITH & COMPANY	00001	923954	304618	04/12/18	8,500.00
	GOLDMAN ROBBINS NICHOLSON & MA	00001	923885	304521	04/11/18	1,440.00
	GRANICUS INC	00001	923960	304619	04/12/18	4,650.00
	GRANICUS INC	00001	923961	304619	04/12/18	4,650.00
	GRANICUS INC	00001	923962	304619	04/12/18	4,650.00
	GRANICUS INC	00001	923963	304619	04/12/18	4,650.00
	GRANICUS INC	00001	923964	304619	04/12/18	2,800.00
	GRANICUS INC	00001	923965	304619	04/12/18	4,200.00
	GROUNDS SERVICE COMPANY	00001	923635	304209	04/06/18	255.00
	HIE CONSULTING ENGINEERS	00001	923629	304209	04/06/18	8,500.00
	HIGH COUNTRY BEVERAGE	00001	923641	304209	04/06/18	711.65
	HILL'S PET NUTRITION SALES INC	00001	923887	304521	04/11/18	39.30
	HILL'S PET NUTRITION SALES INC	00001	923899	304521	04/11/18	825.00
	IDEXX DISTRIBUTION INC	00001	923888	304521	04/11/18	268.14
	INSIGHT PUBLIC SECTOR	00001	923958	304619	04/12/18	4,726.86
	JACHIMIAK PETERSON LLC	00001	923884	304521	04/11/18	7,425.00
	LATPRO INC	00001	923969	304619	04/12/18	566.67

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	MWI VETERINARY SUPPLY CO	00001	923890	304521	04/11/18	105.32
	MWI VETERINARY SUPPLY CO	00001	923891	304521	04/11/18	620.02
	MWI VETERINARY SUPPLY CO	00001	923891	304521	04/11/18	670.96
	MWI VETERINARY SUPPLY CO	00001	923893	304521	04/11/18	58.05
	MWI VETERINARY SUPPLY CO	00001	923894	304521	04/11/18	5,977.27
	ONENECK IT SOLUTIONS LLC	00001	923968	304619	04/12/18	4,631.30
	PATTERSON VETERINARY SUPPLY IN	00001	923896	304521	04/11/18	167.76
	PATTERSON VETERINARY SUPPLY IN	00001	923897	304521	04/11/18	13.04
	PIN BUSINESS NETWORK	00001	923977	304618	04/12/18	13,147.00
	PTS OF AMERICA LLC	00001	923611	304110	04/05/18	865.00
	RANDSTAD US LP	00001	923895	304521	04/11/18	762.55
	RED HAWK FIRE & SECURITY	00001	923889	304521	04/11/18	567.00
	STATE OF COLORADO	00001	923642	304209	04/06/18	188.53
	STATE OF COLORADO	00001	923642	304209	04/06/18	319.06
	SWINGLE LAWN TREE AND LANDSCAP	00001	923631	304209	04/06/18	3,936.00
	SYSTEMS GROUP	00001	923630	304209	04/06/18	3,788.00
	THYSSENKRUPP ELEVATOR CORP	00001	923634	304209	04/06/18	1,182.04
	THYSSENKRUPP ELEVATOR CORP	00001	923634	304209	04/06/18	125.00
	THYSSENKRUPP ELEVATOR CORP	00001	923634	304209	04/06/18	91.21
	THYSSENKRUPP ELEVATOR CORP	00001	923634	304209	04/06/18	791.00
	THYSSENKRUPP ELEVATOR CORP	00001	923634	304209	04/06/18	250.00
	THYSSENKRUPP ELEVATOR CORP	00001	923634	304209	04/06/18	2,575.00
	THYSSENKRUPP ELEVATOR CORP	00001	923634	304209	04/06/18	250.00
	THYSSENKRUPP ELEVATOR CORP	00001	923634	304209	04/06/18	325.00
	THYSSENKRUPP ELEVATOR CORP	00001	923634	304209	04/06/18	675.00
	THYSSENKRUPP ELEVATOR CORP	00001	923634	304209	04/06/18	250.00
	TRI COUNTY HEALTH DEPT	00001	923670	304346	04/09/18	294,546.00
	TYGRETTE DEBRA R	00001	923612	304110	04/05/18	371.00
	WILBUR-ELLIS COMPANY LLC	00001	923906	304521	04/11/18	2,770.00
	WILBUR-ELLIS COMPANY LLC	00001	923907	304521	04/11/18	3,187.20
	WRIGHTWAY INDUSTRIES INC	00001	923900	304521	04/11/18	410.60
					Account Total	462,933.04
					Department Total	463,769.95

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>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	923488	303941	04/04/18	206.03
	UNITED POWER (UNION REA)	00005	923489	303941	04/04/18	3,174.32
	UNITED POWER (UNION REA)	00005	923491	303941	04/04/18	477.78
	UNITED POWER (UNION REA)	00005	923492	303941	04/04/18	3,761.36
	UNITED POWER (UNION REA)	00005	923492	303941	04/04/18	30.74
					Account Total	<u>7,650.23</u>
					Department Total	<u><u>7,650.23</u></u>

County of Adams
Vendor Payment Report

<u>5021</u>	<u>Golf Course- Pro Shop</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	923490	303941	04/04/18	282.55
	UNITED POWER (UNION REA)	00005	923492	303941	04/04/18	2,548.55
					Account Total	<u>2,831.10</u>
					Department Total	<u><u>2,831.10</u></u>

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					
	ARVADA CHAMBER OF COMMERCE	00001	923644	304213	04/06/18	1,800.00
	COMMERCE CITY BUSINESS & PROFE	00001	923920	304527	04/11/18	1,500.00
					Account Total	3,300.00
	Trustee Fees					
	WELLS FARGO BANK	00001	923911	304527	04/11/18	1,500.00
					Account Total	1,500.00
					Department Total	4,800.00

County of Adams
Vendor Payment Report

<u>1015</u>	<u>Human Resources- Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	EE Recognition Lunch					
	DIRECT EDGE DENVER LLC	00001	923934	304540	04/11/18	190.00
					Account Total	190.00
	Messenger/Delivery Service					
	QUICKSILVER EXPRESS COURIER	00001	923932	304540	04/11/18	212.61
					Account Total	212.61
	Tuition Reimbursement					
	MARTINEZ DOMINIC A	00001	923931	304540	04/11/18	2,414.50
	RICHARDSON DAVID W	00001	923933	304540	04/11/18	2,500.00
					Account Total	4,914.50
					Department Total	5,317.11

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=8286	00001	923545	304061	03/29/18	3,327.57
					Account Total	<u>3,327.57</u>
	Other Repair & Maint					
	PARK 12 HUNDRED OWNERS ASSOCIA	00001	923578	304065	04/05/18	12,252.00
					Account Total	<u>12,252.00</u>
					Department Total	<u><u>15,579.57</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>
	Building Rental					
	COMMUNITY REACH CENTER FOUNDAT	00031	923201	303717	04/02/18	6,190.04
					Account Total	6,190.04
	Education & Training					
	RODRIGUEZ JAMIE	00031	923202	303717	04/02/18	18.00
	SANDOVAL GABRIELLA	00031	923715	304357	04/09/18	167.98
					Account Total	185.98
	Medical Services					
	COLO OCCUPATIONAL MEDICINE PHY	00031	923697	304357	04/09/18	75.00
	COLO OCCUPATIONAL MEDICINE PHY	00031	923697	304357	04/09/18	75.00
					Account Total	150.00
	Membership Dues					
	NATL HEADSTART ASSN	00031	923721	304357	04/09/18	1,260.00
					Account Total	1,260.00
	Mileage Reimbursements					
	BOWDRY CYNTHIA	00031	923199	303717	04/02/18	18.53
	BOWDRY CYNTHIA	00031	923200	303717	04/02/18	30.30
	BRAGGS- JONES SHONDRELA	00031	923690	304357	04/09/18	100.83
	HAGER MICHAEL	00031	923707	304357	04/09/18	82.13
	HAGER MICHAEL	00031	923709	304357	04/09/18	15.59
	OLIVER LESLIE	00031	923710	304357	04/09/18	43.93
	ORTIZ REBECCA T	00031	923712	304357	04/09/18	35.86
	RAMIREZ SUSANA	00031	923203	303717	04/02/18	52.21
	REED ALMA	00031	923713	304357	04/09/18	82.84
	SMITH DIANA	00031	923716	304357	04/09/18	35.48
	WHISENANT ELISA A	00031	923717	304357	04/09/18	49.32
	YANEZ ARTURO	00031	923719	304357	04/09/18	44.42
					Account Total	591.44
	Other Professional Serv					
	COLO DEPT OF HUMAN SERVICES	00031	923247	303717	04/02/18	28.00
	COLO DEPT OF HUMAN SERVICES	00031	923695	304357	04/09/18	168.00
					Account Total	196.00
	Telephone					
	CENTURY LINK	00031	923691	304357	04/09/18	125.48

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>
	CENTURY LINK	00031	923692	304357	04/09/18	132.33
	CENTURY LINK	00031	923694	304357	04/09/18	337.09
					Account Total	<u>594.90</u>
					Department Total	<u><u>9,168.36</u></u>

County of Adams
Vendor Payment Report

<u>1034</u>	<u>HR- Social Services</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Advertising					
	PORTER WILLIAM	00001	923912	304527	04/11/18	<u>572.66</u>
					Account Total	<u>572.66</u>
					Department Total	<u><u>572.66</u></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>
	Ins. Premium-Vision					
	GASIOROWSKI EMMA	00019	923671	304347	04/09/18	7.22
					Account Total	7.22
	Received not Vouchered Clrg					
	CAREHERE LLC	00019	923955	304618	04/12/18	82.48
	CAREHERE LLC	00019	923955	304618	04/12/18	3,166.18
	CAREHERE LLC	00019	923955	304618	04/12/18	1,190.84
	CAREHERE LLC	00019	923955	304618	04/12/18	14,852.68
	CAREHERE LLC	00019	923956	304618	04/12/18	47.71
	CAREHERE LLC	00019	923956	304618	04/12/18	183.97
	CAREHERE LLC	00019	923956	304618	04/12/18	6,255.07
	CAREHERE LLC	00019	923956	304618	04/12/18	1,035.45
	CAREHERE LLC	00019	923956	304618	04/12/18	21,697.44
	NATHAN DUMM & MAYER PC	00019	923883	304521	04/11/18	2,276.75
					Account Total	50,788.57
	Retiree Med - Kaiser					
	GASIOROWSKI EMMA	00019	923671	304347	04/09/18	253.06
					Account Total	253.06
					Department Total	51,048.85

County of Adams
Vendor Payment Report

<u>8614</u>	<u>Insurance- Delta Dental</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ins Premium Dental-Delta GASIOROWSKI EMMA	00019	923671	304347	04/09/18	36.01
					Account Total	36.01
					Department Total	36.01

County of Adams
Vendor Payment Report

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Auto Physical Damage					
	SCHULHOFF TREE & LAWN CARE	00019	923647	304213	04/06/18	3,175.00
					Account Total	3,175.00
	General Liab - Other than Prop					
	FRANKLIN D AZAR & ASSOCIATES	00019	924018	304736	04/13/18	225,000.00
					Account Total	225,000.00
	Prop Claims-Under Deduct					
	NIERA SHARON	00019	923919	304527	04/11/18	135.00
					Account Total	135.00
					Department Total	<u>228,310.00</u>

County of Adams
Vendor Payment Report

<u>1057</u>	<u>IT Application Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	KIMBALL ROSS	00001	923673	304347	04/09/18	<u>228.00</u>
					Account Total	<u>228.00</u>
					Department Total	<u><u>228.00</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	923876	304460	04/10/18	1,700.00
					Account Total	1,700.00
	Telephone					
	TDS TELECOM	00001	923930	304536	04/11/18	840.01
					Account Total	840.01
					Department Total	2,540.01

County of Adams
Vendor Payment Report

<u>27</u>	<u>Open Space Projects Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	DESIGN WORKSHOP	00027	923639	304209	04/06/18	3,432.00
	MILE HIGH GOLF CARS	00027	923638	304209	04/06/18	8,372.80
	MILE HIGH GOLF CARS	00027	923638	304209	04/06/18	8,372.80
	XCEL ENERGY	00027	923975	304635	04/12/18	18,492.26
					Account Total	<u>38,669.86</u>
					Department Total	<u><u>38,669.86</u></u>

County of Adams
Vendor Payment Report

<u>6201</u>	<u>Open Space Tax- Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	PETERSEN RENEE	00028	923573	304060	04/05/18	198.00
					Account Total	198.00
	Travel & Transportation					
	MCDOWELL SHANNON	00028	923648	304224	04/06/18	305.00
					Account Total	305.00
					Department Total	503.00

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=8246	00001	923548	304061	03/28/18	102.47
	Energy Cap Bill ID=8247	00001	923549	304061	03/28/18	28.98
	Energy Cap Bill ID=8248	00001	923550	304061	03/28/18	1,596.86
	Energy Cap Bill ID=8249	00001	923551	304061	03/28/18	186.84
	Energy Cap Bill ID=8250	00001	923552	304061	03/28/18	6,231.96
	Energy Cap Bill ID=8261	00001	923553	304061	03/28/18	1,308.06
					Account Total	<u>9,455.17</u>
					Department Total	<u><u>9,455.17</u></u>

County of Adams
Vendor Payment Report

<u>1010</u>	<u>Public Information Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Events					
	BRUNING CHRISTA	00001	923918	304527	04/11/18	<u>502.88</u>
					Account Total	<u>502.88</u>
					Department Total	<u><u>502.88</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>
	Licenses and Fees					
	STATE OF COLORADO	00001	923871	304456	04/10/18	1,300.00
					Account Total	<u>1,300.00</u>
	Regional Park Rentals					
	FLORES JASMINE	00001	923570	304060	04/05/18	75.00
	HALL LISA	00001	923571	304060	04/05/18	262.50
	MARIETTA MARTIN	00001	923572	304060	04/05/18	400.00
	SULLIVAN SANDI	00001	923574	304060	04/05/18	400.00
	YONUSHEWSKI CHESTER	00001	923575	304060	04/05/18	500.00
					Account Total	<u>1,637.50</u>
					Department Total	<u><u>2,937.50</u></u>

County of Adams
Vendor Payment Report

<u>5018</u>	<u>PKS- Natural Resources Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	PEDRUCCI MARC R	00001	923870	304456	04/10/18	<u>252.28</u>
					Account Total	<u>252.28</u>
					Department Total	<u><u>252.28</u></u>

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	923868	304456	04/10/18	<u>119.79</u>
					Account Total	<u>119.79</u>
					Department Total	<u><u>119.79</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>
	Water/Sewer/Sanitation					
	NORTH PECOS WATER & SANITATION	00001	923869	304456	04/10/18	<u>40.39</u>
					Account Total	<u>40.39</u>
					Department Total	<u><u>40.39</u></u>

County of Adams
Vendor Payment Report

<u>1037</u>	<u>Regional Transportation</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	SHREVE JEANNE	00001	923858	304454	04/10/18	<u>244.81</u>
					Account Total	<u>244.81</u>
					Department Total	<u><u>244.81</u></u>

County of Adams
Vendor Payment Report

<u>97711</u>	<u>Sectors NEG Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Apprenticeship					
	LOCKHEED MARTIN SPACE SYSTEMS	00035	923880	304519	04/11/18	5,000.00
	LOCKHEED MARTIN SPACE SYSTEMS	00035	923881	304519	04/11/18	840.00
	LOCKHEED MARTIN SPACE SYSTEMS	00035	923882	304519	04/11/18	840.00
					Account Total	6,680.00
					Department Total	6,680.00

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>
	Brain Trust					
	COLO DEPT OF HUMAN SERVICES	00094	923927	304538	04/11/18	1,515.00
					Account Total	1,515.00
	Family Friendly Fee					
	COLO JUDICIAL DEPT	00094	923929	304538	04/11/18	166.00
					Account Total	166.00
	State Surcharge					
	CLERK OF THE COUNTY COURT	00094	923928	304538	04/11/18	1,600.00
					Account Total	1,600.00
					Department Total	<u>3,281.00</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>
	Operating Supplies					
	SAMS CLUB	00001	923621	304181	04/06/18	<u>579.02</u>
					Account Total	<u>579.02</u>
					Department Total	<u><u>579.02</u></u>

County of Adams
Vendor Payment Report

<u>4315</u>	<u>SpacePort</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Promotion Expense					
	MYRON CORP	00043	923874	304458	04/10/18	<u>213.76</u>
					Account Total	<u>213.76</u>
					Department Total	<u><u>213.76</u></u>

County of Adams
Vendor Payment Report

<u>3701</u>	<u>Stormwater Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	BARR LAKE & MILTON RESERVOIR W	00007	923982	304640	04/12/18	<u>4,000.00</u>
					Account Total	<u>4,000.00</u>
					Department Total	<u><u>4,000.00</u></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>
	Deposits Payable					
	GOLDEN TRIANGLE CONSTRUCTION I	00007	923978	304637	04/12/18	<u>44.00</u>
					Account Total	<u>44.00</u>
					Department Total	<u><u>44.00</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					
	SAMS CLUB	00001	923621	304181	04/06/18	<u>579.02</u>
					Account Total	<u>579.02</u>
					Department Total	<u><u>579.02</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	923618	304181	04/06/18	298.00
					Account Total	298.00
	Operating Supplies					
	COLBY JILL	00001	923616	304181	04/06/18	180.99
	DS WATERS OF AMERICA INC	00001	923617	304181	04/06/18	123.49
	SAMS CLUB	00001	923621	304181	04/06/18	592.48
	SYMBOL ARTS	00001	923622	304181	04/06/18	270.00
					Account Total	1,166.96
	Other Communications					
	VERIZON WIRELESS	00001	923625	304181	04/06/18	754.25
	VERIZON WIRELESS	00001	923625	304181	04/06/18	267.36
					Account Total	1,021.61
	Special Events					
	SAMS CLUB	00001	923621	304181	04/06/18	115.30
					Account Total	115.30
					Department Total	2,601.87

County of Adams
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	923625	304181	04/06/18	<u>200.25</u>
					Account Total	<u>200.25</u>
					Department Total	<u><u>200.25</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>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	923626	304181	04/06/18	<u>51.66</u>
					Account Total	<u>51.66</u>
					Department Total	<u><u>51.66</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>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	923626	304181	04/06/18	480.52
					Account Total	480.52
	Other Communications					
	VERIZON WIRELESS	00001	923625	304181	04/06/18	338.99
					Account Total	338.99
					Department Total	<u>819.51</u>

County of Adams
Vendor Payment Report

<u>2072</u>	<u>SHF- Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	923625	304181	04/06/18	<u>29.42</u>
					Account Total	<u>29.42</u>
					Department Total	<u><u>29.42</u></u>

County of Adams
Vendor Payment Report

<u>2010</u>	<u>SHF- MIS Unit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Computers					
	VERIZON WIRELESS	00001	923625	304181	04/06/18	2,589.97
					Account Total	2,589.97
	Other Communications					
	VERIZON WIRELESS	00001	923625	304181	04/06/18	62.64
					Account Total	62.64
					Department Total	2,652.61

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>
	Building Rental					
	T&G PECOS LLC	00001	923916	304527	04/11/18	900.00
					Account Total	900.00
	Education & Training					
	AMERICAN COUNCIL ON CRIMINAL J	00001	923613	304181	04/06/18	125.00
					Account Total	125.00
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	923626	304181	04/06/18	87.74
					Account Total	87.74
	Mileage Reimbursements					
	BRANDT STEPHANIE S	00001	923615	304181	04/06/18	80.66
					Account Total	80.66
	Operating Supplies					
	SAMS CLUB	00001	923621	304181	04/06/18	323.10
					Account Total	323.10
	Other Communications					
	VERIZON WIRELESS	00001	923625	304181	04/06/18	863.41
					Account Total	863.41
					Department Total	2,379.91

County of Adams
Vendor Payment Report

<u>2018</u>	<u>SHF- Records/Warrants Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	923625	304181	04/06/18	<u>40.01</u>
					Account Total	<u>40.01</u>
					Department Total	<u><u>40.01</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>
	Other Communications					
	VERIZON WIRELESS	00001	923625	304181	04/06/18	152.90
					Account Total	152.90
	Other Professional Serv					
	NORTHGLENN AMBULANCE	00001	923619	304181	04/06/18	386.40
	NORTHGLENN AMBULANCE	00001	923620	304181	04/06/18	241.50
					Account Total	627.90
					Department Total	780.80

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					
	EMPIRE TITLE NORTH LLC	00013	923981	304639	04/12/18	<u>400.00</u>
					Account Total	<u>400.00</u>
					Department Total	<u><u>400.00</u></u>

County of Adams
Vendor Payment Report

<u>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					
	A & E TIRE INC	00013	923477	303936	04/04/18	105.00
	BFI TOWER ROAD LANDFILL	00013	923480	303936	04/04/18	4,626.66
	BFI TOWER ROAD LANDFILL	00013	923481	303936	04/04/18	3,825.59
					Account Total	8,557.25
	Dust Abatement					
	WAYNE A MITCHELL LLC	00013	923459	303936	04/04/18	526.50
					Account Total	526.50
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00013	923467	303936	04/04/18	76.10
	ALSCO AMERICAN INDUSTRIAL	00013	923468	303936	04/04/18	76.10
	ALSCO AMERICAN INDUSTRIAL	00013	923469	303936	04/04/18	88.97
	ALSCO AMERICAN INDUSTRIAL	00013	923470	303936	04/04/18	76.10
	ALSCO AMERICAN INDUSTRIAL	00013	923471	303936	04/04/18	76.10
	CINTAS FIRST AID & SAFETY	00013	923472	303936	04/04/18	240.95
	CINTAS FIRST AID & SAFETY	00013	923473	303936	04/04/18	56.51
					Account Total	690.83
	Repair & Maint Supplies					
	ENNIS-FLINT INC	00013	923474	303936	04/04/18	1,399.50
	TRAFFIC SIGNAL CONTROLS INC	00013	923475	303936	04/04/18	368.00
					Account Total	1,767.50
	Road Oil					
	COBITCO INC	00013	923463	303936	04/04/18	77.00
					Account Total	77.00
	Uniforms & Cleaning					
	ESSENTIAL SAFETY PRODUCTS	00013	923476	303936	04/04/18	417.56
					Account Total	417.56
	Water/Sewer/Sanitation					
	PREMIER PORTABLES	00013	923461	303936	04/04/18	460.00
					Account Total	460.00
					Department Total	12,496.64

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					
	XCEL ENERGY	00013	923478	303936	04/04/18	180.81
	XCEL ENERGY	00013	923479	303936	04/04/18	41.23
					Account Total	222.04
	Traffic Signal Maintenance					
	UTILITY NOTIFICATION CENTER OF	00013	923464	303936	04/04/18	340.75
	UTILITY NOTIFICATION CENTER OF	00013	923465	303936	04/04/18	174.00
					Account Total	514.75
					Department Total	736.79

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>
	Postage & Freight					
	ADAMS COUNTY HUMAN SERVICES	00035	923645	304213	04/06/18	<u>.47</u>
					Account Total	<u>.47</u>
					Department Total	<u><u>.47</u></u>

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	923910	304351	04/11/18	4,779.49
	QUANTUM WATER CONSULTING	00025	923909	304351	04/11/18	16,152.58
					Account Total	20,932.07
					Department Total	20,932.07

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>
	Postage & Freight					
	ADAMS COUNTY HUMAN SERVICES	00035	923645	304213	04/06/18	<u>2.84</u>
					Account Total	<u>2.84</u>
					Department Total	<u><u>2.84</u></u>

County of Adams
Vendor Payment Report

<u>99700</u>	<u>WIB Expenses</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	CENTURYLINK	00035	923877	304519	04/11/18	<u>102.29</u>
					Account Total	<u>102.29</u>
					Department Total	<u><u>102.29</u></u>

County of Adams
Vendor Payment Report

<u>97700</u>	<u>WIOA DLW PROGRAM</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	923645	304213	04/06/18	<u>23.50</u>
					Account Total	<u>23.50</u>
					Department Total	<u><u>23.50</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>
	Supp Svcs-Incentives					
	BREEDLOVE XAVIER	00035	923878	304519	04/11/18	40.00
	GALLEGOS FLORES ROSEMARIE	00035	923879	304519	04/11/18	60.00
	MARTINEZ JASMIN	00035	923886	304519	04/11/18	80.00
	MONTOYA RICK	00035	923892	304519	04/11/18	40.00
	OR MARSHALL	00035	923898	304519	04/11/18	40.00
					Account Total	260.00
					Department Total	260.00

County of Adams
Vendor Payment Report

Grand Total 1,324,914.29

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, APRIL 17, 2018**

1. ROLL CALL

Present: All Commissioners present.

Excused:

2. PLEDGE OF ALLEGIANCE (09:30 AM)

3. MOTION TO APPROVE AGENDA (09:30 AM)

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

5. PUBLIC COMMENT (09:30 AM)

A. Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR (09:32 AM)

A. 18-358 List of Expenditures Under the Dates of March 30 - April 6, 2018

B. 18-360 Minutes of the Commissioners' Proceedings from April 10, 2018

C. 18-328 Resolution Approving Application in Case #PLT2017-00013 Frei Hatchery Pit Final Plat (File approved by ELT)

D. 18-339 Resolution Approving Abatement Petitions and Authorizing the Refund of Taxes for Account Numbers P0003729, R0071176, R0174244, R0007179, P0034819 and P0022612 (File approved by ELT)

E. 18-344 Resolution Appointing Moses Alvarez to the Workforce Development Board as a Business Sector Representative (File approved by ELT)

F. 18-345 Resolution Appointing Jan Brace to the Citizen Review Panel (File approved by ELT)

G. 18-346 Resolution Appointing Peter Brissette to the Workforce Development Board as a Business Sector Representative (File approved by ELT)

H. 18-347 Resolution Appointing Stacie Gordon to the Local Emergency Planning Committee as a Local Hospital/Medical Representative (File approved by ELT)

I. 18-348 Resolution Appointing Lily Maddux to the Community Services Block Grant Advisory Council as a Private Sector Representative (File approved by ELT)

J. 18-349 Resolution Appointing Chris Mailliard to the Local Emergency Planning Committee as a Local Hospital/Medical Representative (File approved by ELT)

K. 18-350 Resolution Appointing Chloe Mickel to the Building Code Board of Appeals (File approved by ELT)

L. 18-351 Resolution Appointing Stacy Woolley to the Community Services Block Grant Advisory Council as a Private Sector Representative (File approved by ELT)

M. 18-298 Resolution Approving Amendments to the Adams County Purchasing Policies and Procedures Manual (File approved by ELT)

N. 18-359 Resolution Approving an Agreement between Adams County and North Metro Community Services Inc., for Services for Persons with Developmental Disabilities (File approved by ELT)

O. 18-366 Resolution Approving the Subdivision Improvements Agreement between Adams County and Albert R. Frei Limited Liability Limited Partnership for Frei Hatchery Pit (File approved by ELT)

Motion to Approve 6. CONSENT CALENDAR Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

7. NEW BUSINESS (09:32 AM)

A. COUNTY MANAGER (09:33 AM)

1. 18-356 Resolution Authorizing First Supplemental Appropriation to the 2018 Adams County Government Budget (File approved by ELT) (09:33 AM)

Motion to Approve 1. 18-356 Resolution Authorizing First Supplemental Appropriation to the 2018 Adams County Government Budget (File approved by ELT) Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.

2. 18-353 Resolution Awarding an Agreement between Adams County and MT2 for the Soil Remediation and Demolition Project (File approved by ELT) (09:36 AM)

Motion to Approve 2. 18-353 Resolution Awarding an Agreement between Adams County and MT2 for the Soil Remediation and Demolition Project (File approved by ELT) Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.

3. 18-342 Resolution Approving Amendment Four to the Agreement between Adams County and Quantum Water Consulting for Additional Consulting Services (File approved by ELT) (09:41 AM)

Motion to Approve 3. 18-342 Resolution Approving Amendment Four to the Agreement between Adams County and Quantum Water Consulting for Additional Consulting Services (File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.

4. 18-338 Resolution Approving Amendment Four to the Agreement between Adams County and Copyco Quality Printing for Countywide Printing Services (File approved by ELT) (09:43 AM)

Motion to Approve 4. 18-338 Resolution Approving Amendment Four to the Agreement between Adams County and Copyco Quality Printing for Countywide Printing Services (File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.

4. AWARDS AND PRESENTATIONS (09:44 AM)

A. 18-365 Adams County Mayors and Commissioners Youth Awards (ACMCYA) Presentation (09:44 AM)

B. COUNTY ATTORNEY (09:51 AM)

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding DIA Noise Issues (09:51 AM)

Motion to Approve 8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding DIA Noise Issues Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

9. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(a) for the Purpose of Discussing Potential Sale of Property (09:52 AM)

Motion to Approve 9. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(a) for the Purpose of Discussing Potential Sale of Property Moved by Steve O'Doriso, seconded by Eva J. Henry, unanimously carried.

Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Nominations to the E-911 Authority

Motion to Approve Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Nominations to the E-911 Authority Moved by Steve O'Doriso, seconded by Eva J. Henry, unanimously carried.

10.ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



Adams County Treasurer's Summary

Start Date	03/01/18
End Date	03/31/18

COUNTY FUNDS	Beginning Balance	Property Taxes	Specific Ownership	Other Revenue	Transfers	Treasurer's Fee	Disburse	Ending Balance	Difference
0001 COUNTY GENERAL	\$145,122,952.03	\$10,797,908.08	\$0.00	\$3,825,270.18	(\$1,637,983.05)	(\$161,972.59)	(\$14,263,406.68)	\$143,682,767.97	\$0.00
0004 CAPITAL FACILITIES	\$18,811,917.55	\$0.00	\$0.00	\$17,698.23	\$1,598,077.32	\$0.00	(\$553,715.48)	\$19,873,977.62	\$0.00
0005 GOLF OPNS (ENTERPRISE)	\$2,595,717.66	\$0.00	\$0.00	\$185,238.00	(\$13,527.45)	\$0.00	(\$195,752.90)	\$2,571,675.31	\$0.00
0006 INTERNAL SVC (EQUIP SVC)	\$12,031,178.58	\$0.00	\$0.00	\$84,932.62	\$853,466.17	\$0.00	(\$617,414.07)	\$12,352,163.30	\$0.00
0007 STORMWATER UTILITY FEE	\$5,305,397.87	\$5,883.70	\$0.00	\$14,157.03	\$44,441.31	(\$88.25)	(\$190,410.44)	\$5,179,381.22	\$0.00
0013 ROAD & BRIDGE	\$68,317,802.12	\$618,209.45	\$1,183,620.38	\$907,248.80	(\$493,142.74)	(\$9,273.21)	(\$2,025,438.79)	\$68,499,026.01	\$0.00
0015 SOC SVCS (WELFARE)	\$13,493,895.27	\$1,118,961.59	\$0.00	\$2,685,911.94	(\$835,240.49)	\$0.00	(\$3,970,558.63)	\$12,492,969.68	\$0.00
0018 RETIREMENT	\$624,755.28	\$148,787.81	\$0.00	\$0.07	\$0.00	(\$2,231.67)	(\$624,755.28)	\$146,556.21	\$0.00
0019 INSUR CLAIMS & RESERVES	\$5,569,772.19	\$0.00	\$0.00	\$48,880.64	\$2,972,224.64	\$0.00	(\$1,362,473.65)	\$7,228,403.82	\$0.00
0020 DEVELOPMENTALLY DISABLED	\$842,782.75	\$122,215.30	\$0.00	\$0.00	\$0.00	(\$1,833.12)	\$0.00	\$963,164.93	\$0.00
0024 CONSERVATION TRUST FUND	\$1,804,533.06	\$0.00	\$0.00	\$168,242.91	(\$12,841.07)	\$0.00	(\$34,429.16)	\$1,925,505.74	\$0.00
0025 WASTE MANAGEMENT FUND	\$4,470,577.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$7,517.87)	\$4,463,059.60	\$0.00
0027 OPEN SPACE PROJECTS FUND	\$3,915,041.47	\$0.00	\$0.00	\$2,405.26	(\$10,599.34)	\$10.00	(\$2,448.50)	\$3,904,408.89	\$0.00
0028 OPEN SPACE SALES TAX FUND	\$36,592,146.02	\$0.00	\$0.00	\$46,497.06	\$1,327,032.74	\$10.00	(\$3,258,894.43)	\$34,706,791.39	\$0.00
0029 DIA NOISE MITIGATION FUND	\$1,369,417.48	\$0.00	\$0.00	\$2,050.40	\$0.00	\$0.00	\$0.00	\$1,371,467.88	\$0.00
0030 COMM DEV BLK GRANT AD CO	\$992,000.73	\$0.00	\$0.00	\$193,658.35	(\$110,815.19)	\$0.00	(\$178,146.21)	\$896,697.68	\$0.00
0031 HEAD START	\$13,915.95	\$0.00	\$0.00	\$361,331.81	(\$104,042.69)	\$0.00	(\$320,026.37)	(\$48,821.30)	\$0.00
0034 COMM SERV BLOCK GRANT	(\$17,199.93)	\$0.00	\$0.00	\$0.00	(\$750.89)	\$0.00	(\$21,654.19)	(\$39,605.01)	\$0.00
0035 EMPLOYMENT CENTER (JTPA)	(\$23,836.20)	\$0.00	\$0.00	\$601,977.90	(\$271,175.01)	\$0.00	(\$314,478.68)	(\$7,511.99)	\$0.00
0043 FRONT RANGE AIRPORT	\$2,581,204.28	\$0.00	\$0.00	\$290,469.69	(\$289,013.82)	\$0.00	(\$233,580.31)	\$2,349,079.84	\$0.00
0044 WASTE WATER TREATMENT PLANT	(\$226,969.61)	\$0.00	\$0.00	\$0.00	\$226,969.61	\$0.00	\$0.00	\$0.00	\$0.00
5410 SHERIFFS COMMISSARY	\$2,429,289.49	\$0.00	\$0.00	\$104,760.53	(\$63,464.18)	\$0.00	\$0.00	\$2,470,585.84	\$0.00
5420 SHERIFFS INTEL CONFIS	\$11,055.89	\$0.00	\$0.00	\$0.91	\$0.00	\$0.00	\$0.00	\$11,056.80	\$0.00
5430 SHERIFFS REC & FLOWER	\$7,523.58	\$0.00	\$0.00	\$0.58	(\$572.22)	\$0.00	\$0.00	\$6,951.94	\$0.00
5460 AIRPORT NOISE	\$898,787.58	\$0.00	\$0.00	\$486.16	(\$20,468.39)	\$0.00	\$0.00	\$878,805.35	\$0.00
5480 SALES TAX RECEIPT ACCT	\$206,688.89	\$0.00	\$0.00	\$4,003,812.69	(\$4,003,301.70)	\$0.00	\$0.00	\$207,199.88	\$0.00
Total:	\$327,740,347.45	\$12,811,965.93	\$1,183,620.38	\$13,545,031.76	(\$844,726.44)	(\$175,378.84)	(\$28,175,101.64)	\$326,085,758.60	\$0.00

Brighton Quinn

ADAMS COUNTY PUBLIC TRUSTEE OPERATIONAL EXPENSE FOR THE QUARTER ENDING MARCH, 2018

PERSONNEL SERVICES

Salary - Permanent	47,834.16
Salary - Regular Part Time	4,777.63
Salary - Temporary Part Time	0.00
Overtime	0.00
TOTAL	52,611.79

FRINGE BENEFITS

Medical Insurance	9,287.58
Dental Insurance	129.18
Vision Insurance	20.64
Life Insurance	81.06
Disability Compensation	455.37
Retirement (PT Match)	4,305.06
Workmen's Compensation	328.99
Fica (PT Match)	3,074.77
Mcr (PT Match)	719.10
TOTAL	18,401.75

OPERATING AND MAITENANCE

Operating Supplies	1,076.54
Special Events	0.00
Releases - Postage	283.81
Envelopes & Labels	0.00
Books & Forms	0.00
Subscriptions	0.00
Publications	0.00
TOTAL	1,360.35

CHARGES FOR SERVICES

Auditing & Accounting	0.00
Equipment Maint. & Rental	556.07
Office Equipment (Planned)	0.00
Business Meetings	0.00
Mileage Reimbursement	0.00
Water	0.00
Misc Expense	0.00
Petty Cash Expense	86.89
Auditing & Accounting	0.00
Office Rent	0.00
Telephone	534.66
IT Support	0.00
Association Dues	500.00
Consultant - Non Recurring	0.00
Re-Recordings	0.00
Other Professional Service	2,628.88
Education & Training	0.00
Travel & Transportation	0.00
Insurance Premiums & Bonds	255.00
Computer Supplies/Upgrades	0.00
TOTAL	4,561.50

CAPITAL OUTLAY

Computer Software Purchases	0.00
Computer Hardware Purchases	0.00
Office Furniture & Equipment	0.00
TOTAL	0.00

TOTAL EXPENDITURES FOR QUARTER

76,935.39

RECONCILIATION

General Expense CheckBook Balance over/under	\$0.00
Other	0.00
Total of Other Check Not Written	\$0.00
Credits	\$0.00
Re-Recordings for the quarter	\$0.00
Total Deposits to General Exp. And Payroll Accounts	\$76,935.39
Less Deposits to Postage/Misc/copies	\$0.00
TOTAL	\$76,935.39
OVER/SHORT	0.00

PUBLIC TRUSTEE REVENUE FOR QUARTER ENDING MARCH 2018

FORECLOSURE REVENUE:

Foreclosure and Withdrawal Fees 31,782.47

TOTAL REVENUE COLLECTED FOR FORECLOSURES 31,782.47

PUBLIC TRUSTEE DOCUMENTS:

2 (Certificates of Redemption @ 30.00 each) 60.00

11 (Lienor intents to Redeem @ 50.00 each) 550.00

9 (Public Trustee Deeds @ 30.00 each) 270.00

TOTAL REVENUE COLLECTED FOR FORECLOSURE DOCUMENTS 880.00

PUBLIC TRUSTEE RELEASE FEES:

6,765 (Releases executed @ 15.00 each) 101,475.00

PUBLIC TRUSTEE TAX ESCROW FEES

0 (PT tax escrow fees @ 75.00 each) 0.00

0

TOTAL OF ALL PUBLIC TRUSTEE FEES COLLECTED FOR THE 1ST QUARTER, 2018 134,137.47

OPERATIONAL EXPENSES FOR QUARTER

Personnel Services 52,611.79

Fringe Benefits 18,401.75

Operating & Maintenance 114,241.75

Charges for Services 5,921.85

Capital Outlay 0.00

TOTAL OPERATIONAL EXPENSES 191,177.14

SUMMARY OF QUARTERLY TRANSACTIONS

Total Fees Collected for the Quarter 134,137.47

Transfer Excess PT Fees to Escrow Holding/Rent 0.00

Less Operational Expenses for Quarter 76,935.39

BALANCE: 57,202.08

QUARTER ENDING BALANCE: 57,202.08

DISPOSITION OF BALANCE OF PUBLIC TRUSTEE FEES COLLECTED 1ST QUARTER, 2018

QUARTER ENDING BALANCE	57,202.08
AMOUNT DEPOSITED WITH ADAMS COUNTY TREASURER	57,202.08
TRUSTEE ESCROW FUND PER C.R.S. 38-37-104	329,373.62
ENDING QUARTER BALANCES OF PUBLIC TRUSTEE ACCOUNTS	
Copies & Misc. Accts (Beg. Bal 14328.76 + revenues 1129.28 - <1223.19> expenses	14,234.85
Postage Acct (Beg. Bal 4444.50 + 2257.71 revenues - <1603.56> expenses	5,098.65
PT Escrow Fund Acct (Beg. Bal 328022.40 + 1351.22 Interest	329,373.62

Susan A. Orecchio upon oath duly sworn deposes and says the information contained herein above is true and correct to the best of her knowledge


Susan A. Orecchio, Adams County Public Trustee



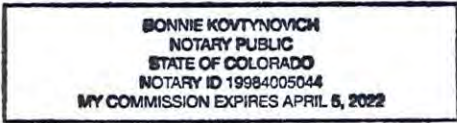
STATE OF COLORADO>

COUNTY OF ADAMS>

The foregoing was acknowledged before me on April 17, 2018 by Susan A. Orecchio as the Public Trustee of Adams County, Colorado.

My Commission Expires: 04/05/2022

Notary Public



ADAMS COUNTY BOARD OF COMMISSIONERS APPROVAL

Dated: _____

Chairman, Adams County Board of Commissioners



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: April 24, 2018
SUBJECT: Abatement Hearings held on April 3, 2018
FROM: Meredith P. Van Horn, Assistant Adams County Attorney; Lorena Boston, CBOE/Abatement Coordinator
AGENCY/DEPARTMENT: County Attorney
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 recommendations of the April 3, 2018, Hearing Officer.

BACKGROUND:

On April 3, 2018, the Abatement Hearing officer convened to conduct property and personal property tax abatement hearings for abatement petitions received concerning tax years 2015, 2016 and 2017. The summary findings and recommendations of the Hearing Officer are attached hereto for approval and adoption.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Assessor's Office

ATTACHED DOCUMENTS:

Resolution
Summary Findings and Recommendations of the Hearing Officer

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:

RESOLUTION ADOPTING HEARING OFFICER'S RECOMMENDATIONS FOR
DECISION REGARDING PROPERTY TAX ABATEMENT PETITIONS

WHEREAS, pursuant to C.R.S. § 39-1-113 (1) and (1.7), the Adams County Board of County Commissioners is to hold hearings and make decisions on petitions for property tax abatement; and,

WHEREAS, a Hearing Officer duly appointed by the Adams County Board of County Commissioners in compliance with C.R.S. § 39-1-113(1) conducted property tax abatement hearings on April 3, 2018; and,

WHEREAS, the Hearing Officer has made findings and prepared recommendations to the Board of County Commissioners for consideration and final decision; and,

WHEREAS, those findings and recommendations are attached hereto as Exhibit A and are incorporated by reference as though fully set forth.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the decisions set forth in the abatement hearing summary attached hereto as Exhibit A are hereby adopted and confirmed.

BE IT FURTHER RESOLVED, that letters of decisions be mailed to the petitioners or their designated agent.

Year	Value
2000	100
2001	105
2002	110
2003	115
2004	120
2005	125
2006	130
2007	135
2008	140
2009	145
2010	150
2011	155
2012	160
2013	165
2014	170
2015	175
2016	180
2017	185
2018	190
2019	195
2020	200



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: April 24, 2018
SUBJECT: Adoption of the alternate calendar and procedures for property tax protests and appeals
FROM: Patsy Melonakis
AGENCY/DEPARTMENT: Assessor
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 use of the alternate property tax appeal calendar and procedures as delineated in C.R.S. § 39-5-122.7 for tax year 2018.

BACKGROUND:

Colorado Statute authorizes counties to elect to use an alternate calendar to determine objections and protests regarding the assessment of taxable property. The Assessor is requesting that the BOCC elect to use the alternate protest and appeal procedures for the tax year 2018 protest and appeal process. The Assessor believes that utilizing the alternate property tax protest and appeal calendar will allow for more contact and communication with taxpayers as well as allowing staff additional time to perform research, undertake field inspections and correct property description errors.

When the election to use the alternate appeal calendar and procedures is made, the County Assessor and the County Board of Equalization ("CBOE") have more time to respond to valuation protests and appeals. Using the alternate calendar will provide the Assessor until the last working day in August to issue the Notice of Determination ("NOD") and provides the CBOE until November 1st to render its final decisions.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

**RESOLUTION ADOPTING THE ALTERNATE PROPERTY TAX APPEAL
CALENDAR AND PROCEDURES FOR TAX YEAR 2018
AS PERMITTED BY C.R.S. § 39-5-122.7**

WHEREAS, C.R.S. § 39-5-122.7 allows any county, at the request of the assessor, to elect to use an alternate protest and appeal procedure to determine objections and protests concerning valuations of taxable property; and,

WHEREAS, the Adams County Assessor has determined that utilizing the alternate property tax protest and appeal calendar will allow for more contact and communication with taxpayers as well as allowing staff additional time to perform research, undertake field inspections and correct property description errors; and,

WHEREAS, the Adams County Assessor requests that the alternative protest and appeal procedure and calendar be used for tax year 2018.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that the alternate property tax appeal calendar and procedures as delineated in C.R.S. § 39-5-122.7 are hereby adopted for tax year 2018.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: April 24, 2018
SUBJECT: Intergovernmental Agreement for a Household Chemical Roundup Program
FROM: Kristin Sullivan, Director Jennifer Rutter, Senior Environmental Analyst
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON April 10, 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve the agreement between Tri-County Health, a political subdivision of the State of Colorado, and Adams County to facilitate a Household Chemical Roundup Program.

BACKGROUND:

Adams County has been a party with the Tri-County Health Department and cities of Commerce City, Brighton, Federal Heights, and Thornton since 2000 to fund and operate a household chemical collection program. This Department has been in negotiations with the parties to continue the household chemical roundup (HCR) program for 2018. The number of events will be reduced from two to one due to the increased services in our community.

As the demand for hard-to-recycle services has increased, opportunities to recycle oil, paint, electronics, mattresses, and other materials have been made available through government programs and the private sector. For example, automotive oil and batteries can be recycled at many auto parts stores for free, paint can be recycled for no charge at any local hardware store that participates in the PaintCare program, and many electronics stores offer television and computer screen recycling for a small fee. Veolia has opened a permanent Household Hazardous Waste Recycling Center in Henderson, CO and is available to Adams and neighboring county residents year-round by appointment.

Recognizing the large quantities of paint and e-waste brought to the HCR events, beginning in 2016, Adams County and the City of Thornton collaborated to provide two e-waste and two PaintCare events each year for all residents. These events have been very successful, with over 395,000 pounds of e-waste and 131,000 pounds of paint collected in 2017.

While the household hazardous waste collection and recycling services are becoming more widely available in the community, the cost of one-day household chemical collection events to the County and participating municipalities has increased over time from \$100 per resident in 2008 to \$185 per resident in 2016. It is important to continue to provide these services while also educating the community about the other ways that household chemicals and other items may be disposed of or recycled.

This Intergovernmental Agreement with Tri-County Health will provide a one-day household chemical roundup event to residents of unincorporated Adams County and the cities of Commerce City, Brighton, Federal Heights, and Thornton. The event is scheduled for May 5, 2018 from 9am to 3pm at Water World in Federal Heights.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Tri-County Health
County Attorney's Office

ATTACHED DOCUMENTS:

Resolution
Intergovernmental Agreement

FISCAL IMPACT:

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

Fund: 9295

Cost Center: 7685

	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:	7685		\$50,000.00
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><u>\$50,000.00</u></u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR A HOUSEHOLD CHEMICAL ROUNDUP PROGRAM BETWEEN TRI-COUNTY HEALTH DEPARTMENT, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AND ADAMS COUNTY

WHEREAS, there has been an established need for a household chemical collection program to provide pollution prevention throughout Adams County; and,

WHEREAS, Tri-County Health Department has successfully organized and operated a household chemical collection program in Adams County with the Cities of Commerce City, Brighton, Federal Heights, and Thornton; and,

WHEREAS, this household chemical collection service has allowed citizens a safe method of disposing of household chemicals with the costs of the program shared by the participating parties; and,

WHEREAS, Adams County will donate to Tri-County Health Department, funding in an amount proportional to the number of citizens in unincorporated Adams County using the services; and,

WHEREAS, the donation and distribution of funding would be equitable for all parties; and,

WHEREAS, this program would assist in protecting the health and safety of the citizens of Adams County; 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, County of Adams, State of Colorado, that the Intergovernmental Agreement for a Household Chemical Roundup Program between Tri-County Health Department and Adams County, 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 Intergovernmental Agreement on behalf of Adams County.

Intergovernmental Agreement for a Household Chemical Roundup Program

THIS AGREEMENT is made and entered into as of the ___ day of _____ in the year ____, by and between the County of Adams (hereinafter "the County"), and Tri-County Health Department, (hereinafter "TCHD"), 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 80111.

THIS AGREEMENT establishes the service that TCHD will perform as the organizational and managerial entity for the Adams County Household Chemical Roundup Program (hereinafter "the HCR Program") for the term of January 1, 2018 through December 31, 2018.

RECITALS

- A. Said proposal by TCHD will assist in providing a safe and viable disposal option for household hazardous waste for the citizens of Adams County. Participating entities providing funding are Adams County, City of Brighton, City of Commerce City, City of Federal Heights, and the City of Thornton¹. Each participating entity will enter separate agreements with TCHD, but will act collectively as a Committee within the Program;
- B. A description of the Program, as designed by the participating entities, and guidelines for participation in the Program, are set forth in the Participation Guidelines, attached as Exhibit A;
- C. The essential elements of the proposal by TCHD, as referenced above, are set forth in the certain document entitled " Tri-County Health Department, Work Breakdown Structure (WBS), (hereinafter "WBS") for the Adams County HCR Program attached as Exhibit B;
- D. Said proposal by TCHD will assist in protecting the health and safety of the citizens of Adams County;
- E. The County, by and through its Board of County Commissioners, has accepted the proposal from TCHD, as described above;
- F. The County and TCHD mutually desire to embody their understanding and agreement in a written document as set forth herein.
- G. Intergovernmental agreements to provide functions or services by political subdivisions (includes cities and counties) of the State of Colorado are specifically authorized by state law, Colorado Revised Statute 29-1-203.

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 agree as follows:

¹ The Agreement will be amended if, and at such time, any funding entity is added to or deleted from the Program during the period of performance.

SECTION 1. SCOPE OF WORK

1. Performance by TCHD: TCHD shall plan and manage the HCR Program pursuant to the terms and conditions set forth in Exhibit B, as well as contract with a reputable private hazardous waste disposal contractor to dispose of the household hazardous waste as contemplated herein. TCHD acknowledges that the County shall not be a party concerning TCHD's contract with a private hazardous waste disposal contractor to collect and dispose of waste resulting from the HCR Program and TCHD shall not be the County's agent for the HCR Program. TCHD also acknowledges that it is solely responsible for the operation and supervision of all event operations as specified in Exhibit B.
2. Limited Obligations: The County's obligations are limited to a pro-rata financial contribution to cover actual cost of the HCR Program specified herein and in Exhibit A and participation as a Household Chemical Roundup Committee member as specified in Exhibit A.

SECTION 2. HOUSEHOLD WASTES ACCEPTED AND EMERGENCY RESPONSE

1. The Program will accept household chemical wastes and certain recyclable wastes from households. Household chemical waste, as contemplated herein, shall be defined as solid wastes which are specified in 40 C.F.R. Sec. 261.2 (*the Definition of Solid Waste*), but which are exempt from regulation pursuant to 40 C.F.R. Sec. 261.4(b)(1) as household generated wastes. The Program will not accept wastes from businesses. The Program will not accept any wastes that contain radioactive, biological, explosive, or asbestos components. The recyclable household solid wastes as defined in 40 C.F.R. Sec. 261.2 that the HCR Program will accept include, but are not limited to, motor oil, certain vehicle tires and automotive batteries.
2. The Emergency Response Plan and the Health and Safety Plan for the HCR Program event will specify notification and response procedures for any accident that may occur at the event, and will designate the responsible parties for any cleanup or damage that may result from accidents at the event.

SECTION 3. COMPENSATION FOR SERVICES

1. TCHD's direct labor expenses (wages and fringe) for the HCR Program shall not exceed \$50,000.00 for the term of the Program, unless authorized by the Committee, as defined in Exhibit A.
2. TCHD will invoice the participating jurisdictions for one half of its estimated expenses after the event, and will invoice the participating jurisdictions for the remainder of its actual expense no later than December 31, 2018.

SECTION 4. BASIS FOR CALCULATING COSTS

1. TCHD will calculate the cost to each participating jurisdiction as outlined in Exhibit A, Section V. Program Financing. Total costs allocated among the participating jurisdictions, after deduction of Program revenues, include all contractors' fees; operational costs of the events and TCHD's direct and indirect management costs as outlined in Exhibits A and B.

SECTION 5. PAYMENT

1. Payment to TCHD. The County shall make all payments to TCHD, pursuant to the terms set forth in Sections 3 and 4 herein, within 30 days from the date of the County's receipt of an invoice from TCHD.
2. Other payments. TCHD shall be responsible for payments to the vendor(s) that provide transportation and disposal services.

SECTION 6. TERMINATION

1. Either party may withdraw from this Agreement, which withdrawal shall be effective after (90) days written notice has been given to the other party to the Agreement. The withdrawing party will be discharged from its obligations hereunder, except as provided for in Section 8 herein, provided that it has paid all outstanding financial contributions for which it is obligated under this Agreement.

SECTION 7. INSURANCE

1. TCHD is recognized as a political subdivision of the State of Colorado. As such, it is governed by the Colorado Governmental Immunity Act.
2. TCHD shall maintain auto liability insurance.

SECTION 8. INDEMNIFICATION

The parties agree to be responsible for their own or their employees' or agents' negligent, grossly negligent or intentional tortuous actions or omissions in connection with the program. This provision applies to the extent such liability is caused by or arises out of any negligent, grossly negligent, or intentional tortuous act or omission of any party or its employees or agents. Nothing herein shall be construed as a waiver of the rights and immunities granted the parties by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, or otherwise provided by law.

SECTION 9. GENERAL PROVISIONS

1. This Agreement is solely for the benefit of the parties hereto and no third party shall be entitled to claim or to enforce any rights hereunder except as specifically provided herein.
2. This Agreement contains the entire agreement between the parties, and shall not be amended or modified in any manner without such amendment or modification being agreed to and executed in writing.
3. It is the intent of the parties to comply with the provisions of Article X, Section 20, of the Constitution of the State of Colorado. Therefore, the parties agree that this agreement shall terminate at the end of each party's current fiscal year.
4. This Agreement shall be governed by the laws of the State of Colorado.

SECTION 10. TERM

The term of this agreement shall be for a period of one (1) year, beginning on January 1, 2018 and ending on December 31, 2018.

Liaisons: For Tri-County Health Department: Ellen Kennedy
Tri-County Health Department
6162 S. Willow Drive, Suite 100
Phone: (720) 200-1592

For the County: Jen Rutter
Adams County
Planning and Development Department
4430 South Adams County Parkway
1st Floor, Suite W2000A
Brighton, Colorado 80601
Phone: (720) 523-6841

IN WITNESS WHEREOF Adams 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.

COUNTY OF ADAMS
STATE OF COLORADO

By: _____
Chair

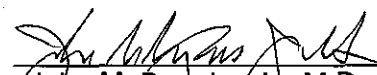
Date: _____

ATTEST:

APPROVED AS TO FORM:

County Attorney

TRI-COUNTY HEALTH DEPARTMENT

By: 
John M. Douglas Jr., M.D.
Executive Director

Date: 2/28/18

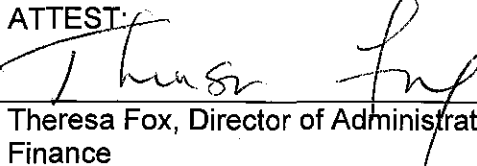
ATTEST:

Theresa Fox, Director of Administration and Finance

EXHIBIT A

PARTICIPATION GUIDELINES

PARTICIPATION GUIDELINES
For the 2018
ADAMS COUNTY HOUSEHOLD CHEMICAL ROUNDUP PROGRAM

The following guidelines specify arrangements for local jurisdictions and supporting organizations in Adams County to implement a short term Program for the collection, recycling or proper disposal of common household chemicals.

I. Long Term Program Goal

It is the goal of the Program participants that this effort will evolve into a sustainable and comprehensive Household Chemical Roundup Program providing equitable service countywide and steadily reducing the unit cost of participation. At the end of the term of the Agreement outlined in these guidelines, the participating jurisdictions and organizations will evaluate the level of support and the options for a permanent program, based on recommendations of the Household Chemical Roundup Committee described below. Such program will be designed to serve Adams County residents at a minimum, but may also be a collaborative effort with other jurisdictions in the region.

II. Participating Organizations

Participating organizations may include Adams County, municipalities wholly or partially within Adams County, Tri-County Health Department, Special Districts and other public and private sector organizations that wish to support the Program.

III. Program Area

The Program area will be defined by the boundaries of the jurisdictions that participate in the Program.

IV. Program Management

The participating organizations will execute an Agreement to formalize these guidelines and additional financial, management and organizational elements of the Program.

V. Program Financing

Participating organizations will fund the Program in the following manner:

1. Each participating jurisdiction will pay a pro-rated portion of the cost of the Program based on the number of participants that utilize the service from that jurisdiction (i.e., pay on the basis of actual participation).
2. Financial contributions to the Program from other public and private organizations will be applied to the total Program cost prior to allocation of the remaining costs among the participating jurisdictions.
3. For purposes of accurately allocating event costs, individuals participating in the collection event will be required to demonstrate proof of residence. However, for the calendar year 2018, in instances where there are participants from Adams County

jurisdictions that are not participating in this Program, or when the jurisdiction of a household cannot be identified, the recycling/disposal costs for these participants will be allocated as follows:

- a. Sponsors will equally share the costs of participants from jurisdictions outside the Program area and the costs of waste collected from the event volunteers.
- b. Adams County will pay the costs of participants from jurisdictions in Adams County but not participating in this program.

VI. Term of Program

This Agreement will be for a period of one year, for the period beginning January 1, 2018 and ending December 31, 2018. The Participation Guidelines shall be updated by the mutual agreement of the parties for each renewal term, and submitted to the program participants by December 31, of each year.

VII. Program Description

For the period of the Agreement, the Adams County Household Chemical Roundup Program will consist of one 1-day collection event. Any modifications or additions to this Program will be agreed upon in writing by all participating jurisdictions.

VIII. Event Locations

1. The Household Chemical Roundup event will be held in Adams County. The participating jurisdictions have collectively identified the following site to maximize event participation by Adams County residents:
 - a. Spring event
 - Federal Heights (Hyland Hills Water World at 88th & Pecos)

IX. Roles and Responsibilities of Participating Organizations

1. Each participating organization will appoint a representative to the Household Chemical Roundup Committee identified below and will actively participate in the Program.
2. Each participating organization will identify in-kind services it will contribute to the Program to reduce overall costs. This voluntary contribution will be independent of any financial obligations set forth in the Agreement.
3. The participating organizations will collectively solicit additional sources of financial and in-kind Program support from other private and public entities.
4. The participating organizations will actively solicit volunteers to provide labor for the event, which includes staffing registration, waste collection and recycling stations. Volunteers may be staff from the HCR Committee member organizations, host site organizations, or other public or private entities, or may be members of the community. In the event that the minimum amount of labor required for an event has not been attained (as determined by TCHD), TCHD will supplement the volunteer labor force with TCHD employees.

5. TCHD will assume responsibility for coordinating, managing and marketing the Program and staffing the Household Chemical Roundup Committee. The participating jurisdictions will compensate TCHD for associated costs, as outlined in the attached Work Breakdown Structure.

XI. Household Chemical Roundup Committee

A Household Chemical Roundup Committee will be created, consisting of an appointed representative from each participating organization. The Committee will have the responsibilities outlined below. Additional staff from the participating organizations may participate in Committee meetings, as appropriate.

1. Committee responsibilities: Planning, managing and promoting the Program pursuant to the terms of the Agreement, including, but not limited to the following:
 - i. Developing specifications for and selecting the waste disposal and recycling contractor(s);
 - ii. Determining whether donations will be solicited from event participants;
 - iii. Determining whether fees will be assessed for the management of certain categories of wastes (e.g., tires), and, if so, setting the level of such fees;
 - iv. Developing educational materials associated with the Program and mechanisms for their distribution;
 - v. Determining the date of the collection event;
 - vi. Promoting the Program and identifying new methods and target areas to increase participation;
 - vii. Soliciting event volunteers;
 - viii. Collecting and maintaining data on participation, costs, in-kind contributions, volunteers and other elements of the Program;
 - ix. Evaluating the Program;
 - x. Evaluating level of support for the program from both management of participating organizations and the public in the Program area; and
 - xi. Evaluating level of support and options for a permanent program.
2. The Committee will seek to make decisions by consensus. Consensus will be defined as the majority decision made by the participating jurisdictions either at meetings, via e-mail or by phone.
3. To the extent the Committee fails to address or make a decision on any of the Committee responsibilities listed above, TCHD will assume those responsibilities.

EXHIBIT B

**TRI-COUNTY HEALTH DEPARTMENT
WORK BREAKDOWN STRUCTURE**

**TRI-COUNTY HEALTH DEPARTMENT
WORK BREAKDOWN STRUCTURE
For the
2018 ADAMS COUNTY HOUSEHOLD CHEMICAL ROUNDUP PROGRAM**

Presented below is Tri-County Health Department's (TCHD) work breakdown structure (WBS) for the Adams County Household Chemical Roundup (HCR) Program for 2018. The work elements (WE) and sub-elements of this WBS include scope of the Program to meet the objectives set forth in the Agreement(s) among the HCR Program participants.

WORK BREAKDOWN STRUCTURE

For the purposes of coordinating a one year Household Chemical Roundup Program, TCHD proposes the following WBS for 2018 in which TCHD will manage and coordinate the HCR Program for participating organizations within Adams County:

WE .10 PROGRAM MANAGEMENT

- WE .11 Resource Agency for Residents and Staff
- WE .12 Implementation of HCR collection events
- WE .13 Selection and Management of Solid and Hazardous Waste Contractors
- WE .14 Program Reports and Evaluation
- WE .15 Financial Management and Reporting
- WE .16 Staff Training and Development

WE .20 EVENT PLANNING OPERATIONS

- WE .21 Event Forms
- WE .22 Marketing Coordination
- WE .23 Volunteer Management
- WE .24 Emergency Personnel Coordination
- WE .25 Resource Coordination
- WE .26 Vendor Coordination

WE .30 MEETINGS

- WE .31 Program Development and Contracts
- WE .32 Contractor Coordination
- WE .33 Pre-Event Planning and Logistics
- WE .34 Post-Event
- WE .35 Program Evaluation and Recommendations

WE .40 EVENT OPERATIONS

- WE .41 Program Coordinator
- WE .42 Site Manager
- WE .43 Staff Personnel

WE .50 OUTREACH AND EDUCATION

- WE .51 Customer Service
- WE .52 Educational Materials
- WE .53 Presentations
- WE .54 Inter-agency Coordination and Awareness

GENERAL ASSUMPTIONS

1. The period of performance for the services under this scope of work is January 1, 2018 to December 31, 2018.
2. TCHD's proposed level of effort for this program is based on one collection event during the period of performance.
3. The HCR Committee will select the event location and date.
4. TCHD will conduct Program activities under the guidance of the HCR Committee described in the Participation Guidelines.

Note: Best estimates for the hazardous waste contractor's handling and disposal costs, the antifreeze/waste oil contractor's recycling and disposal costs, and other projected costs of program are indicated in a separate document, Projected Budget for 2018, that is attached, but is not part of this WBS.

WE .10 PROGRAM MANAGEMENT

This work element includes a description of TCHD's labor activities to administer the HCR program.

- WE .11 TCHD will act as the primary resource agency for staff and residents of participating jurisdictions regarding household hazardous waste. This will include providing information about household hazardous waste prevention, proper disposal, and regulatory issues pertinent to household hazardous waste.
- WE .12 TCHD will plan and implement one household chemical roundup collection event in 2018. Specific activities related to this are elaborated below.
- WE .13 TCHD will manage contractors for hazardous and solid waste management services for the Program at collection events, identifying cost effective waste management options, reviewing the Contractors' invoices and paying the Contractors.
- WE .14 TCHD will prepare a report after the event and an annual Program report. The event report will include Program statistics such as total number of participants and/or households by jurisdiction, quantities of materials collected, detailed Program costs and cost per participant. The final report will include statistics from the event, annual unit and summary costs, Program evaluation and recommendations and other information as determined by the HCR Committee. If requested, TCHD will assist HCR Committee members in presenting to their management personnel 2018 Program results and recommendations for the future of the Program.

WE .15 TCHD will track all revenues and expenses associated with the implementation of the HCR program and provide accurate and timely financial reporting to committee members upon request.

WE .16 TCHD will be responsible for ensuring that staff has adequate training and development to competently provide the services outlined in the WBS.

WE .20 EVENT PLANNING OPERATIONS

This work element includes labor, materials, and coordination efforts associated with collection event planning. Planning efforts will occur in advance of the collection event.

WE .21 TCHD will prepare, revise and produce standardized Event Forms that will be used to collect participant information such as types of disposed household hazardous materials, length of time stored, participant demographics, etc. Forms include a Participant Registration Form, Volunteer Registration and Release Form(s), Drop N' Swap Disclaimer Form, and an Event Evaluation Form. These materials will be utilized for the CY2018 collection event.

WE .22 TCHD will coordinate marketing efforts to assist the HCR Committee in promoting the event. Coordination includes preparing and distributing press releases, event flyers, and other event promotional materials such as posters. New market identification will be a key component to the success of the event and the future of the program. This activity includes an evaluation of collection area demographics to maximize event participation and increase countywide service. New market identification and development of marketing strategies will be a HCR Committee function.

WE .23 TCHD will provide volunteer management services to the HCR Committee. These services include:

- a) Based on the estimated size of the event, TCHD will determine volunteer manpower needs to assist in event operations.
- b) TCHD will prepare and manage a HCR volunteer database. The database will be utilized to organize and assign duties to the primary labor force for event operations. TCHD will prepare and maintain the database during the period of performance. TCHD will solicit volunteers, but will assume the HCR Committee will also provide TCHD names of volunteers through solicitations both in-house and within the community.
- c) Prior to the event, TCHD will prepare a Labor Force Assignment spreadsheet that will assign tasks to both the Contractor and Volunteer workforce.
- d) TCHD will plan for volunteer needs during the event. Volunteer needs include, for example, food, drink, personal protective equipment (PPE), training, sanitary facilities, shelters, a complimentary memento, phone service, and parking. For this work element, TCHD will solicit in-kind

contributions from the HCR Committee, the host site and industry leaders in the community.

- e) TCHD will develop, administer, and evaluate the results of a Volunteer Survey to find ways to improve future events.
- f) TCHD will prepare and mail Volunteer and donor/sponsor "Thank You" letters following the event.

WE .24 The event requires participation from the local Fire Department, Hazardous Material Response Team, and possibly the Police Department for traffic control. TCHD will coordinate with these entities for collection event within this Program.

WE .25 TCHD will identify and coordinate the provision of supplies, equipment and services needed for the event. This includes but is not limited to signs, traffic control devices, tents, dumpsters, sanitary services and other equipment or services needed. TCHD will procure these items directly or coordinate with participating jurisdictions to obtain the necessary resources.

WE .26 TCHD will coordinate event vendors for the disposal and/or recycling of materials collected at the event, including household hazardous wastes, solid waste, and recyclables such as cardboard, metal, tires, batteries, used oil, and antifreeze.

WE .30 MEETINGS

Coordination between TCHD and the Committee will require numerous meetings during the year. This scope of work breaks meetings into the following categories:

- Program Development
- Contractor Coordination
- Pre-Event Planning and Logistics
- Post-Event
- Program Evaluation/Recommendation

WE .31 TCHD proposes to conduct Program Development meetings to address finalizing contractual agreements with Program sponsors, finalization of the program budget, selection of the number of events and event locations, development of marketing strategies, identification of new "markets" or target populations and the selection of the HCR disposal contractor.

WE .32 TCHD will conduct a meeting with the contractor(s) to assure 2018 program scope, date and operational expectations are clear and renew / extend the contract.

WE .33 TCHD assumes that the event will require one Pre-Event Planning and Logistics Meeting. A sample agenda may include site layouts, traffic flow patterns, contractor responsibilities, volunteer staffing and training, outside

agency support (Police/Fire/Hazmat), PPE, site safety, and resource identification.

- WE .34 One Post Event Meeting will be held after the event to summarize survey data, contractor's preliminary tabulation of materials collected, donations, expenditures, etc.
- WE .35 An Evaluation/Recommendation Meeting will be held to evaluate the overall CY 2018 Program, to outline the Final Report and to identify recommendations to incorporate into the planning of the Program for CY 2019.

WE .40 EVENT OPERATIONS

This work element includes scope for TCHD to coordinate event operations on the day of the collection event. In-kind services provided by the HCR Committee members or TCHD are also identified in this work element.

- WE .41 TCHD's Program Coordinator will oversee and manage the collection event. This includes coordination with and management of the contractors during set up, on event day and during break down, which may extend beyond the day of the event. The Coordinator will act as the co-manager of site safety along with the hazardous waste disposal contractor. At the end of the event, the Coordinator will collect all participant surveys, donations and volunteer waivers and document preliminary participation results for the event.
- WE .42 TCHD will provide a Site Manager for the collection site. Duties will include volunteer training, involvement in planning activities, oversight of volunteer assignments and workforce adjustments, management of donations, site layout, signage, documentation of event activities, and making waste refusal decisions with the Program Coordinator. The Site Manager will act as the co-manager of site safety if the Program Coordinator is not on-site. Post event activities will include event critique and Program recommendations.
- WE .43 Other than TCHD and Contractor labor, it is assumed that all other labor for event operations will be in-kind, provided by HCR Committee members' jurisdictions or volunteers.

WE .50 OUTREACH AND EDUCATION

- WE .51 TCHD will provide information to residents of participating jurisdictions about household hazardous waste issues, including suggestions for proper disposal. TCHD will act as the lead referral agency for resident inquiries by telephone, the Internet, or written request.
- WE .52 TCHD will coordinate the revision, printing and distribution of educational materials to encourage Pollution Prevention and proper management of household chemicals. It is anticipated that other Program sponsors will provide in-kind services to assist TCHD in the distribution of educational materials.

WE .53 TCHD will provide presentations on household hazardous materials and related issues upon request to interested groups, such as homeowner's associations, citizen advisory committees, etc.

WE .54 TCHD will coordinate with other agencies within participating jurisdictions to increase awareness of household hazardous waste issues and resources available to them through this Program.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: April 24, 2018
SUBJECT: Renewal of property lease for Adams County Food Bank
FROM: Alisha Reis, Deputy County Manager of Administrative Services
AGENCY/DEPARTMENT: County Manager's Office
HEARD AT STUDY SESSION ON: April 10, 2018 and January 23, 2018
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners authorizes the Chair to execute a Lease Agreement with the Adams County Food Bank for a portion of Honnen Building located at 7111 E. 56 th Ave. in Commerce City.

BACKGROUND:

Attached for the Board's consideration is a lease renewal with Adams County Food Bank for a portion of the Honnen Building, 7111 E. 56th Avenue in Commerce City, owned by Adams County. In accordance with Board requests from earlier this year, the renewed lease removes County support to the Food Bank for equipment and IT maintenance, with these items now assumed by the Food Bank.

The Food Bank served more than 4,500 local households (unique count) at this location, representing more than 11,000 people, during their initial service count (May to December 2017). The Food Bank was created as its own non-profit after assuming operation of the facility once operated by Adams County. Adams County Head Start classrooms are located in the remainder of the building.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office
County Attorney's Office
Facilities & Fleet Management Department

ATTACHED DOCUMENTS:

- 1) Resolution
- 2) Exhibit A – Lease Agreement
- 3) Adams County Food Bank Program Description

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING LEASE AGREEMENT BETWEEN ADAMS COUNTY AND ADAMS COUNTY
FOOD BANK FOR USE OF A PORTION OF THE HONNEN BUILDING AS A LOCAL FOOD BANK

WHEREAS, the Adams County Food Bank is a non-profit corporation providing food bank services to the public at 7111 E. 56th Avenue in Commerce City, an Adams County-owned building known as the Honnen Building; and,

WHEREAS, the Adams County Food Bank wishes to continue to serve local residents in need of food assistance at this location under the terms and conditions of the attached Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Lease Agreement between Adams County and Adams County Food Bank for a portion of the Honnen Building, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR PORTION OF HONNEN BUILDING LOCATED AT
7111 E. 56th AVENUE

THIS LEASE AGREEMENT ("Lease") is entered into this 10th day of April 2018, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and the Adams County Emergency Food Bank, located at 7111 E. 56th Avenue, Commerce City, CO 80022, hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity owning the Honnen Building, located at 7111 E. 56th Avenue, Commerce City, CO 80022; and,

WHEREAS, Tenant is a non-profit corporation that provides food bank services to the public at the Honnen Building; and,

WHEREAS, Landlord wishes to lease to Tenant and Tenant wishes to lease from Landlord the portion of the Honnen building being used by Tenant for the provision of such food bank services.

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

1. **Premises.** Landlord agrees to lease and Tenant agrees to rent the Premises, a portion of the Honnen Building (the "Building") located at 7111 E. 56th Avenue, Commerce City, CO 80022, and depicted on the attached Exhibit 1.
2. **Term.** This Lease shall commence on May 1, 2018 and terminate on May 31, 2019. The parties may mutually agree in writing to extend the term of the Lease for additional one-year terms. **Early termination option:** Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease. __
3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. However, as further consideration for this Lease, Tenant shall continue to operate the Premises as a food bank, as set forth in Section 5, below.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises only as a food bank, including any administrative offices associated with the food bank operations. In the event Tenant uses the Premises

for purposes inconsistent with use as a food bank, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below.

Tenant shall not alter the Premises without the written authorization of Landlord. The Parties intend for Tenant to remodel, refurbish, and improve the Premises to suit Tenant's use of the Premises provided that the structural integrity of the Premises is maintained, and Tenant has obtained Landlord's written permission in advance of performing any renovations or remodeling. Tenant shall be solely responsible for all costs related to such improvements and for obtaining all necessary governmental permits. At the end of this Lease, any improvements to the Premises shall become the property of Landlord

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance.

6. **Utilities.** Tenant shall be responsible for a proportionate share of electricity, water, and gas. The proportionate share shall be the number of square feet of the Premises as the numerator and the number of square feet in the entire Honnen Building as the denominator. Tenant shall be responsible for its proportionate share of base telephone service costs and shall additionally be responsible for any long distance or other costs above basic, local phone service. Landlord shall send a monthly invoice for Tenant's utility costs, and Tenant shall pay such invoice within twenty-five days of the invoice date. A late fee of ten dollars per day shall be incurred for payments not received within forty-five days of the invoice date. In the event Tenant fails to pay a utility invoice more than sixty days after the invoice date, Landlord may terminate this Agreement and evict Tenant in accordance with Colorado state law.
7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Payments by Landlord.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant is already in possession of the Premises and accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the

Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its equipment, including computers/servers, refrigerators/freezers, and its forklifts and other machines and vehicles. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded. Tenant shall be responsible for cleaning and trash removal at the Premises. Landlord shall be responsible for all landscape maintenance and snow removal.

10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.
11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard, except in the ordinary course of Tenant's business. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's nominees, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by

reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.

14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.
16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.
17. **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 a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Director of Facilities Operations
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6003
Facsimile: 720-523-6008

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

For Tenant:

Adams County Emergency Food Bank
7111 E. 56th Avenue
Commerce City, CO 80022
Attention: Scott Brown
Phone: 303-601-8085

18. **Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease.
19. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
20. **Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors.

Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.

21. **Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
22. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
23. **Parties Interested Herein.** Nothing expressed or implied in this Lease is intended or shall be construed to confer upon or to give to any person other than the Parties any right, remedy, or claim under or by reason of this Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.
24. **Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
25. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
26. **Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants 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.

Adams County as "Additional Insured": The Tenant'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:

Underwriters shall have no right of recovery or subrogation against the County, 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 resulting from the actions or negligence of the Tenant.

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.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant 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 the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

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.

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

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
STAN MARTIN
CLERK AND RECORDER

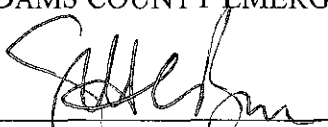
APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT:
ADAMS COUNTY EMERGENCY FOOD BANK

Name: _____


President

Date _____

4/11/18

The Adams County Food Bank (ACFB) is the largest food pantry program in Adams County, Colorado. Beginning in May 2017, through December, 2017, the program provided food that benefited more than 73,300 children, adults and seniors. This is a duplicated count, so each individual is counted for each time they received services during the reporting period. A count of 4,543 households (11,343–family members) represent a unique count, so each household or individual is only counted once, regardless of the number of times they received services during the reporting period. 3.5 million pounds of food, including produce, rice, beans, fruit, meat, and dairy products within the following programs:

Community Food Distribution: Three days a week, ACFB distributes purchased and donated food items, including whole grain breads, and perishable food items such milk, fruit, vegetables, eggs, and yogurt. Food distribution is adjusted based on the needs of each family and individual, and the size of the household. Families in need can receive food from the community food distribution program every week.

Community Commodities Program: ACFB distributes USDA commodities including meat, fish, beans, peanut butter, and milk, canned, dried and fresh fruits and vegetables, fruit and vegetable juices, and carbohydrates like rice, pasta, and cereal. Families can receive food once a month.

Senior Food Commodities Program: ACFB also provides a food box to low-income seniors (60+) with food from the USDA. Items include a protein like canned meat, dried beans, milk, canned or dried fruits and canned vegetables, juice and pasta. Seniors can receive the food box once a month.

School and Community Programs: ACFB also provides food items to schools in Adams County and migrant farm works programs. Each provides emergency food boxes to additional families in crisis.

Leveraging resources: More than one million pounds annually is contributed through food donations and programs such as Samaritan House, We Don't Waste, and Twin Parishes. In addition, A team of more than 40 volunteers contributing 18,000 hours of support annually, or the equivalent of more than \$415,000 in services. Typically, at least 15-25 volunteers are at ACFB every food distribution day. This means that three part-time staff, budgeted at just \$78,000 annually, manage and operate the program.

Work Experience Opportunities: In addition to food, ACFB is a work experience site for youth with disabilities from the Adams Works Family Transition Services and Adams 12 Five Star Schools. The organization is also a placement site for the Colorado Workfare work experience program. Workfare participants include low-income men and women, individuals transitioning out of the corrections systems and others with limited work experience. Participants gain work experience in ACFB's warehouse, learning and obtaining basic and work habits and exploring career opportunities.

We have built upon the legacy of the program previously operated by Adams County. While the County recognized the importance of the program, issues related to efficiency and cost were cited as concerns for closing the previous program. We creatively worked with the County, and with community organizations like Food Bank of the Rockies and We Don't Waste, to continue to

provide services to families in need. We have successfully created a model to leverage community volunteers, expertise, partnerships and donations that allows the program to operate with less funding, but with increased levels of service as the prior program.

We are also a resource for other programs in the county. For example, Adams Works Family Transition Services and Adams 12 Five Star Schools place students with disabilities at our site to gain work experience. The organization is also a placement site for the Colorado Workfare work experience program through Adams County. We provide meeting space in our conference room for any agency needing meeting space. We partner with Dr. Katherine Boyd lending space and volunteers to conduct monthly health screenings for clients. We are a conduit for employment in our partnership with AARP; low-income seniors work at the food bank and are paid through AARP.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: April 24, 2018
SUBJECT: Funding Agreement with State of Colorado for Natural Resource Damage (NRD) Funds for the 88 th Avenue Open Space Restoration and Recreation Project
FROM: Nathan Mosley and Marc Pedrucci
HEARD AT STUDY SESSION ON: August 22, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Funding Agreement with the State of Colorado.

BACKGROUND:

Adams County is prepared to execute a Funding Agreement with the State of Colorado for \$1.2 million of Natural Resource Damage (NRD) funds that will be used to fund the County's 88th Avenue Open Space Restoration and Recreation Project. This is the culmination of years of work by the County as a member of the Northeast Greenway Corridor (NGC) Group, which was established to help administer the \$10 million Foundation Fund that was created by a consent decree in 2008 that involved natural resource damages at the Rocky Mountain Arsenal.

The 88th Avenue Open Space Restoration and Recreation Project is a multi-faceted project that will combine environmental restoration and recreational public access improvements at a 220-acre former sand and gravel mine. The Funding Agreement contains the terms and conditions required by the State for use of NRD funds. A prior Funding Agreement was executed by the State and ADCO in 2015 and expired at the end of 2017, this Funding Agreement will replace the expired Agreement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Parks and Open Space Department, State of Colorado Dept. of Natural Resources, Colorado Natural Resource Trustees

ATTACHED DOCUMENTS:

Resolution
Funding Agreement CMS#109042

FISCAL IMPACT:

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

The 88th Avenue Open Space Restoration Project was approved in the 2013 Budget in the Open Space Projects Fund (Fund 27) for a total of \$3,100,000 (account 6107-9015, subledger 61071302W). The County executed an IGA with Urban Drainage and Flood Control District (UDFCD) in November 2015 to have UDFCD manage the project and contribute funding. The County transferred \$2,800,000 to UDFCD in December 2015 for the County’s portion of the project costs, and when the project is complete the County will receive reimbursements for most of the project costs. We anticipate receiving the following reimbursements:

State of Colorado NRD Funds: \$1,200,000
ADCO Open Space Grant: \$700,000
CDPW Fishing is Fun Grant: \$80,000

The remainder of the project costs will be paid by the County’s 30% shareback of the Open Space Sales Tax.

Fund: 27
Cost Center: 27

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5590		\$1,980,000
Total Revenues:			<u>\$1,980,000</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:			
Total Expenditures:			<u> </u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING FUNDING AGREEMENT CMS#109042 BETWEEN ADAMS COUNTY AND THE STATE OF COLORADO, DEPARTMENT OF NATURAL RESOURCES, TO PROVIDE FUNDING FOR ADAMS COUNTY'S 88TH AVENUE OPEN SPACE RESTORATION AND RECREATION IMPROVEMENTS PROJECT

WHEREAS, authority to enter into this Funding Agreement, and funding therefore, exists as a result of a consent decree approved by the United States District Court of Colorado in Civil Action No. 83-C-2386, State of Colorado, Plaintiff, United States of America, Shell Oil Company, et al., Defendants, (hereinafter the "Consent Decree") related to natural resource damage claims involving the Rocky Mountain Arsenal; and,

WHEREAS, the Consent Decree created trustees (hereinafter the "Trustees") to administer funds paid by Shell to the State pursuant to the Consent Decree, which provided for a \$10 million donation from Shell into a fund called the Colorado Natural Resources Foundation Fund (hereinafter the "Fund"); and,

WHEREAS, the Trustees have approved the project for which this Agreement provides funding and required approvals, clearance and coordination have been accomplished from and with appropriate agencies; and,

WHEREAS, the purpose of this Agreement is to provide funding for Adams County's 88th Avenue Open Space Restoration and Recreation Improvements project which will implement environmental restoration and public access improvements on a 220-acre former sand and gravel mine site.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Funding Agreement CMS#109042 between Adams County and the State of Colorado, Department of Natural Resources, a copy of which is attached hereto, be approved.

BE IT FURTHER RESOLVED that the Chair is authorized to sign said Funding Agreement CMS#109042 on behalf of Adams County.

STATE OF COLORADO
Department of Natural Resources
Funding Agreement with
Adams County Board of County Commissioners

1. PARTIES

This Funding Agreement (hereinafter called “Agreement” or “Contract”) is entered into by and between Adams County Board of County Commissioners, a political subdivision of the State of Colorado located at 4430 South Adams County Parkway, Brighton, CO 80601 (hereinafter called “Contractor”), and the STATE OF COLORADO acting by and through the Department of Natural Resources, located at 1313 Sherman Street, #423 Denver, CO 80203 (hereinafter called the “State” or “DNR”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Agreement shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, And Approval

- i. Authority to enter into this Funding Agreement, and funding therefore, exists as a result of a consent decree approved by the United States District Court for the District Court of Colorado in Civil Action No. 83-C-2386, State of Colorado, Plaintiff, United States of America Shell Oil Company, et al., defendants, (hereinafter the “Consent Decree”) related to natural resource damage claims involving the Rocky Mountain Arsenal. The Consent Decree created trustees (hereinafter the “Trustees”) to administer funds paid by Shell to the State pursuant to the Consent Decree, which, in §6, provided for a \$10 million dollar donation from Shell into a fund created by C.R.S. §24-33-108 for the monies donated to DNR by Shell, and the funds have been paid into a DNR account called the Colorado Natural Resources Foundation Fund (hereinafter the “Fund”).
- ii. Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in encumbrance document CTGG1 PAAA 2018*1877
- iii. The Trustees have approved the project for which this Agreement provides funding; and
- iv. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

C. Purpose

The purpose of this Agreement is to provide funding for Adams County’s 88th Avenue Open Space Restoration and Recreation Improvements project. This project will implement environmental restoration and public access improvements on a 220-acre former sand and gravel mine site which is outlined in Exhibit A. This agreement is for funding of the restoration components of the project.

D. References

All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

E. **Selection**

These services are exempt from the Procurement Code under CRS §24-101-105 and procurement rule R-24-101-105-01.

4. **DEFINITIONS**

The following terms as used herein shall be construed and interpreted as follows:

A. **Budget**

“Budget” means the budget for the Work described in Exhibit B.

B. **Development**

“Development” is defined as restoration, enhancement, and creation.

C. **Evaluation**

“Evaluation” means the process of examining Contractor’s Work and rating it based on criteria established in §6 and Exhibit A.

D. **Exhibits and other Attachments**

The following are attached hereto and incorporated by reference herein:
Exhibit A (Scope of Work),
Exhibit B (Project Budgets), and
Exhibit C (Option Letter).

E. **Goods**

“Goods” means tangible material acquired, produced, or delivered by Contractor either separately or in conjunction with the Services Contractor renders hereunder.

F. **Party or Parties**

“Party” means the State or Contractor and “Parties” means both the State and Contractor.

G. **Project**

“Project” (as shown on Exhibit A) means a specific defined deliverable or set of deliverables. Each project has a specific begin date and end date and specific objectives. When the objectives are met, the project is considered complete.

H. **Review**

“Review” means examining Contractor’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6 and Exhibit A.

I. **Services**

“Services” means the required services to be performed by Contractor pursuant to this Agreement.

J. **Sub-Contractor**

“Sub-contractor” means third-parties, if any, engaged by Contractor to aid in performance of its obligations.

K. **Work**

“Work” means the tasks and activities Contractor 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.

5. **TERM and EARLY TERMINATION.**

A. **Initial Term-Work Commencement**

The Parties respective performances under this Agreement shall commence the Effective Date. This Agreement shall terminate on July 31, 2019, unless sooner terminated or further extended as specified elsewhere herein.

B. **Two Month Extension**

The State, at its sole discretion upon written notice to Contractor as provided in §16, may unilaterally extend the term of this Agreement for a period not to exceed two months if the Parties are negotiating a replacement Agreement at or near the end of any initial term or

renewal term. The provisions of this Agreement in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two-month extension. The two month extension shall immediately terminate when and if a replacement Agreement is approved and signed by the Colorado State Controller.

C. State's Option to Extend

The State may require continued performance for a period of up to one additional year at a time at the same budget and same terms specified in the Contract. If the State exercises this option, it shall provide written notice to Contractor at least 30 days prior to the end of the current contract term and then execute an Option Letter in form substantially equivalent to **Exhibit C**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Contract. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years.

6. STATEMENT OF WORK

A. Completion

Contractor shall complete the Work and its other obligations as described herein and in Exhibit A during the Performance Period. Contractor shall undertake the Scope of Work (the "Project") described in this Agreement and Exhibit A. Prosecution of the Project shall be under the general supervision of the Contractor. The State may, at its discretion, require that a representative of the State be present at the Project location while work is being conducted. For construction projects costing more than \$100,000, the Contractor shall retain a registered professional engineer who shall approve Project engineering plans and specifications, approve the feasibility determination, supervise construction, and furnish a report of final inspection to the State. The State shall not be liable to compensate Contractor for any Work performed prior to the Effective Date or after the termination of this Agreement.

B. Goods and Services

Contractor shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Agreement Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Contractor or Sub-Contractors shall be considered Contractor's or Sub-Contractors' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Agreement.

7. PAYMENTS TO CONTRACTOR

The State shall, in accordance with the provisions of this §7, pay Contractor in the following amounts and using the methods set forth below:

A. Maximum Amount

The State shall reimburse Contractor up to a maximum amount of \$ 1,200,000.00 (One Million two hundred thousand Dollars), which shall be from available Funds for the completion of the Project described in Exhibits A and B during the Performance Period.

B. Payment

i. Interim and Final Payments

Contractor shall initiate any payment requests by submitting invoices to the State in the form and manner set forth in approved by the State.

- a. Project costs are reimbursed after the work is completed and documented.
 - (1) Invoices should be submitted to the DNR Project Manager for payment. Invoices must be submitted by the actual grant recipient, not by other entities.
 - (2) Monthly invoicing is allowed

(a) All work performed within a state fiscal year (July 1 – June 30) must be invoiced on or before June 30 each year of the project (this requirement applies to multiple-year agreements). Invoices should include the following information:

- (i) Date of invoice.
- (ii) Invoice number (please number consecutively).
- (iii) Contract, purchase order, or task order number.
- (iv) Details and dates of specific project costs and activities to be reimbursed.
- (v) Total invoice amount.
- (vi) Vendor contact information.

(3) Upon notification from CONTRACTOR that a project included in this Agreement has been completed, and invoicing by Contractor, the State shall accompany CONTRACTOR to the site to verify that the project has been satisfactorily completed, and shall then approve payment for that portion of the contract.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Contractor previously accepted by the State. Uncontested amounts not paid by the State within 45 days may, if Contractor so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Contractor's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Agreement in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Agreement shall be made only from available funds encumbered for this Agreement and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may immediately terminate this Agreement in whole or in part without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made pursuant to this Agreement that are in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Contractor, may be recovered from Contractor by deduction from subsequent payments under this Agreement or other Agreements, between the State and Contractor or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State.

C. Use of Funds

Agreement Funds shall be used only for eligible costs identified herein and/or in the Budget.

D. Matching Funds

- i. Contractor shall provide matching funds as provided in Exhibit B. Contractor shall report to the State regarding the status of match funds upon request.
- ii. Projects must meet a the requirement for matching funds as outlined in Exhibit B. Matching funds can come from donated labor, materials, equipment or contract sources and a detailed, well documented and verifiable description of the sources must be included in Exhibit B. All funding will be provided on a reimbursement basis.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds

Contractor shall submit a report to the State upon expiration or sooner termination of this Agreement, containing an Evaluation and Review of Contractor's performance and the final status of Contractor's obligations hereunder. In addition, Contractor shall comply with all reporting and monitoring requirements, if any, set forth in Exhibit A.

i. Quarterly Reports

Each calendar quarter (March 31, June 30, September 30, and December 31) through project completion, the Contractor shall submit a project update (electronically) to DNR.

This update shall include:

- a. A summary of accomplishments to date.
- b. Specific details of project accomplishments during the reporting period with reference to Task items and the Project Schedule set forth in Exhibit A and which describes what monitoring/evaluation has occurred, since the last reporting period.
- c. Expected project completion date.
- d. Financial status of project – DNR and partner funds authorized, spent, available, etc.
- e. Any changes in project scope, problems and recommended solutions.

ii. Final Report

Upon project completion and before the final invoice will be paid, a final project report must be submitted. This report should include:

- a. Project title.
- b. Date of final project completion.
- c. A narrative summary of the project (≤ 250 words), suitable for use in accomplishment reports.
- d. Detailed, itemized financial contributions (cash and in-kind) from each partner and funding source.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Agreement or which may affect Contractor's ability to perform its obligations hereunder, Contractor shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of Department of Natural Resources.

C. Performance Outside the State of Colorado and/or the United States

[Not applicable if Contract Funds include any federal funds] Following the Effective Date, Contractor shall provide written notice to the State, in accordance with **§16 (Notices and Representatives)**, within 20 days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this **§8.C** shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this **§8.C** shall constitute a material breach of this Contract.

D. Noncompliance

Contractor's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Agreement.

E. SubContractors

Any and all subcontracts entered into by Contractor related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subGrants be governed by the laws of the State of Colorado.

9. CONTRACTOR RECORDS

Contractor shall make, keep, maintain and allow inspection and monitoring of the following records:

A. **Maintenance**

Contractor 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. Contractor shall maintain such records (the Record Retention Period) until the last to occur of the following: (i) a period of three years after the date this Agreement is completed or terminated, or (ii) final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

B. **Inspection**

Contractor shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records related to this Agreement during the Record Retention Period for a period of three years following termination of this Agreement or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Contractor's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Agreement, including any extension. If the Work fails to conform to the requirements of this Agreement, the State may require Contractor promptly to bring the Work into conformity with Agreement requirements, at Contractor's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Contractor to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Agreement, at law or inequity in lieu of or in conjunction with such corrective measures.

C. **Monitoring**

Contractor shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Agreement using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Contractor's performance hereunder.

D. **Final Audit Report**

If an audit is performed on Contractor's records for any fiscal year covering a portion of the term of this Agreement, Contractor shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Contractor shall comply with the provisions on this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. **Confidentiality**

Contractor shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand

by a third party for State records and information in the possession of Contractor shall be immediately forwarded to the State's principal representative.

B. Notification

Contractor shall notify its agent, employees, Sub-Contractors, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by this Agreement or approved in writing by the State. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located.

Confidential information shall not be retained in any files or otherwise by Contractor or its agents, except as permitted in this Agreement or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Contractor for any reason may be cause for legal action by third parties against Contractor, the State or their respective agents. Contractor shall, to the extent allowed by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, Sub-Contractors, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations hereunder. Contractor acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations to the State hereunder. If a conflict or appearance exists, or if Contractor is uncertain whether a conflict or the appearance of a conflict of interest exists, Contractor 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 apparent conflict constitutes a breach of this Agreement.

12. REPRESENTATIONS AND WARRANTIES

Contractor makes the following specific representations and warranties, each of which was relied on by the State in entering into this Agreement.

A. Standard and Manner of Performance

Contractor shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Agreement.

B. Legal Authority – Contractor and Contractors Signatory

Contractor warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement, or any part thereof, and to bind Contractor to its terms. If requested by the State, Contractor shall provide the State with proof of Contractor's authority to enter into this Agreement within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Agreement, without reimbursement by the State or other adjustment in Agreement Funds. Additionally, all employees and agents of Contractor performing Services under this Agreement shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Agreement shall be deemed to be a material breach by Contractor and constitute grounds for termination of this Agreement.

13. INSURANCE

Contractor and Contractor's Subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Agreement. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the State.

A. Contractor

i. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Contractor shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Contractor shall show proof of such insurance satisfactory to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity, to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.

ii. Non-Public Entities

If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall obtain and maintain during the term of this Agreement insurance coverage and policies meeting the same requirements set forth in **§13(B)** with respect to Subcontractors that are not "public entities".

B. Subcontractors

Contractor shall require each contract with Subcontractors other than those that are public entities, providing Goods or Services in connection with this Contract, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: **(a)** \$1,000,000 each occurrence; **(b)** \$1,000,000 general aggregate; **(c)** \$1,000,000 products and completed operations aggregate; and **(d)** \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Additional Insured

The State shall be named as additional insured on all Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any Subcontractors hereunder.

v. Primacy of Coverage

Coverage required of Contractor and Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§16** (Notices and Representatives) within seven days of Contractor's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Agreement and secured and maintained by Contractor or its Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Contract. No later than 15 days prior to the expiration date of any such coverage, Contractor and each Subcontractor shall deliver to the State or Contractor certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Agreement or any subcontract, Contractor and each Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§13**.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Agreement, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Agreement in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Contractor is in breach under any provision of this Agreement, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Agreement following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. **Termination for Cause and/or Breach**

If Contractor fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Agreement and in a timely manner, the State may notify Contractor of such non-performance in accordance with the provisions herein. If Contractor thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Agreement or such part of this Agreement as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Contractor shall continue performance of this Agreement to the extent not terminated, if any.

i. **Obligations and Rights**

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and sub-Contractors with third parties. However, Contractor shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Agreement's terms. At the sole discretion of the State, Contractor shall assign to the State all of Contractor's right, title, and interest under such terminated orders or sub-Contracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest. All materials owned by the State in the possession of Contractor shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Contractor to the State and shall become the State's property.

ii. **Payments**

The State shall reimburse Contractor only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Contractor was not in breach or that Contractor'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 the same as if this Agreement had been terminated in the public interest, as described herein.

iii. **Damages and Withholding**

Notwithstanding any other remedial action by the State, Contractor also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Agreement by Contractor and the State may withhold any payment to Contractor for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due to Contractor as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Contractor shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. **Early Termination in the Public Interest**

The State is entering into this Agreement for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Agreement ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Agreement in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Agreement by the State for cause or breach by Contractor, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Contractor 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, Contractor shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Agreement is terminated by the State pursuant to this §15(B), Contractor shall be paid an amount which bears the same ratio to the total reimbursement under this Agreement as the Services satisfactorily performed bear to the total Services covered by this Agreement, less payments previously made. Additionally, if this Agreement is less than 60% completed, the State may reimburse Contractor for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

C. Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of this Agreement pending necessary corrective action as specified by the State without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Contractor until corrections in Contractor's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Contractor's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Contractor's employees, agents, or Sub-Contractors whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Agreement is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Agreement, Contractor shall, at the State's option (a) obtain for the State or Contractor the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Ed Perkins
Water Rights Program Administrator
Colorado Parks and Wildlife
6060 Broadway, Denver, CO 80216
Phone: 303-291-7466
ed.perkins@state.co.us

B. Contractor:

Marc Pedrucci
Adams County Parks & Open Space Dept.
9755 Henderson Road, Brighton Co 80601
Phone: 303-637-8014 or
303.637.8000
mpedrucci@adcogov.org

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Contractor in the performance of its obligations under this Agreement shall be the property of the Contractor and, for any Work Product delivered to the State by Contractor the State rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the Contractor, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Agreement is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Agreements and inclusion of Agreement performance information in a statewide Agreement management system.

Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Agreement, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal Agreement administration process and Contractor's performance will be systematically recorded in the statewide Agreement Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Agreement shall be determined by the specific

requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations. Such performance information shall be entered into the statewide Agreement Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Agreement term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the State, and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future Agreements. Contractor may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and Subcontracts

Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by Contractor or the State are subject to all of the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

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.

D. Counterparts

This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

F. Indemnification-General

To the extent allowed by law, Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, Sub-contractors, or assignees pursuant to the terms of this Agreement; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Agreement shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Modification

i. By the Parties

Except as specifically provided in this Agreement, modifications of this Agreement shall not be effective unless agreed to in writing by both parties in an amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF AGREEMENTS - TOOLS AND FORMS.

ii. By Operation of Law

This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Agreement shall govern the relationship of the State and Contractor. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments including, but not limited to, those provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions
- ii. The provisions of the main body of this Agreement,
- iii. Exhibit A (Scope of Work),
- iv. Exhibit B (Project Budgets), and
- v. Exhibit C (Option Letter).

J. Severability

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

K. Survival of Certain Agreement Terms

Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Contractor fails to perform or comply as required.

L. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Contractor shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Contractor for them.

M. Third Party Beneficiaries

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach of a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

O. **CORA Disclosure**

To the extent not prohibited by federal law, this Agreement and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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21. COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all Contracts except where noted in italics.

A. **CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**

This Contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. **FUND AVAILABILITY. CRS §24-30-202(5.5).**

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **GOVERNMENTAL IMMUNITY.**

No term or condition of this Contract 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, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. **INDEPENDENT CONTRACTOR**

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

E. **COMPLIANCE WITH LAW.**

Contractor 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 Contract. 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 Contract, 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 contract 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 Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate

systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not Applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.

[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] Contractor certifies, warrants, and agrees that it does not knowingly employ or Contract with an illegal alien who shall perform work under this Contract and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or Contract with an illegal alien to perform work under this Contract or enter into a Contract with a Subcontractor that fails to certify to Contractor that the Sub-Contractor shall not knowingly employ or Contract with an illegal alien to perform work under this Contract. Contractor (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the Sub-Contractor and the State agency within three days if Contractor has actual knowledge that a Sub-Contractor is employing or Granting with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-

101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

SPs Effective 1/1/09

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

22. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

<p>Adams County Board of County Commissioners By: Adams County Board of County Commissioners Title: Chair</p> <hr/> <p>*Signature</p> <p>Date: _____</p>	<p>STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Natural Resources Robert Randall, Executive Director</p> <hr/> <p>Date: _____</p>
	<p>LEGAL REVIEW Cynthia Coffman, Attorney General</p> <p>By: _____ Signature - Assistant Attorney General</p> <p>Date: _____</p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractee is not authorized to begin performance until such time. If Contractee begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

<p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p style="text-align: center;">By: _____</p> <p style="text-align: center;">Maggie Van Cleef, Department of Natural Resources, Purchasing Director.</p> <p style="text-align: center;">Date: _____</p>

Exhibit A

Scope of Work

88th Avenue Open Space Restoration and Enhancement

Grantee: Adams County Parks and Open Space
Primary Contact: Marc Pedrucci
Address: 9755 Henderson Road, Brighton, CO, 80601
Phone: 303-637-8014
Email: mpedrucci@adcogov.org
Project Name: 88th Avenue Open Space Restoration and Enhancement
Grant Amount: \$1,200,000

Introduction and Background

The 88th Avenue Open Space Restoration and Enhancement Project will replace, restore, and enhance surface water, wetlands, groundwater, and riparian and grassland habitat at Adams County's 88th Avenue Open Space. This project will replace, restore, and enhance habitat for a wide variety of flora and fauna that was damaged due to the hazardous material releases at the Rocky Mountain Arsenal Superfund Site.

The 88th Avenue Open Space is a 240-acre open space property that was acquired by Adams County in three acquisitions between 2001 and 2005. The majority of the site was a sand and gravel mining operation until 2002. Due to gravel mining activities the site has been significantly disturbed and altered from its natural state. The site was used primarily for processing the gravel resources extracted from the other side of the river, and only a few portions of this site were actually mined. When the County acquired ownership of the property, we did not accept the mining permit and reclamation responsibility. The mining operator (Aggregate Industries) completed reclamation in 2010 and received mining permit and bond release from the Division of Reclamation, Mining and Safety (DRMS). The former gravel mining activities have left an 11-acre lake and a 5-acre lake/wetland area, and other potential habitat areas.

Project Goals

Adams County's 88th Avenue Open Space is an undeveloped future open space park that the County has designated for recreational development based on a site specific master plan created in 2001. The South Platte River Trail is the only development that has occurred to date. This future open space will have public access. Public accessibility of the restored natural resource areas will increase recreational opportunities, including wildlife viewing, and will enhance the public's understanding of the importance and value of wildlife and the need for restoration to compensate for natural resource injuries. We plan to utilize recreational management tools to reduce the public's impact to the wildlife

benefits this NRD restoration project will provide. Some of the tools we will utilize are planting vegetation that blocks access to important habitat areas. Public access development will be strategically placed to avoid important habitat areas.

The total open space land that encompasses the park is 240 acres. The Open Space is located along the west bank of the South Platte River between 88th Avenue and 96th Avenue, located approximately 2.0 miles west of the Rocky Mountain Arsenal (RMA). There are preserved lands to the north and south of this open space. To the north is West Sprat-Platte Lake and to the south are the Gravel Ponds Fishing Lakes, both owned by the City of Thornton. The area makes a contiguous habitat and movement area for wildlife along the South Platte River. It is also recognized as an important area for protection and preservation in both Adams County's South Platte River Heritage Corridor Plan and the County Comprehensive Plan.

The 88th Avenue Open Space has many different habitat zones. Each zone has been studied and recommended improvements have been proposed for this project that would restore this degraded ecosystem to a close approximation of its natural undisturbed state. The restoration project includes short-grass habitat, riparian meadow, riparian woodlands, and stands of plains cottonwood trees, lakes and wetlands, riverine wetlands, submerged aquatic and emergent marsh. The project also includes noxious weed removal and native plant community re-vegetation.

In addition to the habitat restoration of the uplands and wetlands on the site, this project will also implement recommendations of the South Platte River Major Drainageway Phase B Report. This will include riverbank stabilization along the South Platte River to reduce erosion and improve water quality, and create a secondary channel to reduce damage during major flood events and increase floodplain storage capacity.

Another goal of this project, which is outside of the Natural Resource Damage (NRD) criteria, and will be paid for using other funding sources, is public access improvements for passive recreation. This will include trailhead access, parking lot, restrooms, picnic shelters, fishing access improvements, primitive trails, and signage.

Partnerships and Project Management

The 88th Avenue Open Space Restoration and Enhancement project will bring together several stakeholders and funding partners. Project partners that are providing funding for this project include:

- Natural Resource Trustees / Foundation Fund, administered by the Colorado Attorney General, CDPHE, and CDPW
- Adams County Open Space Sales Tax Grant Program
- Urban Drainage and Flood Control District
- Colorado Division of Parks and Wildlife – “Fishing is Fun” grant Program

Due to the scope and complexity of this project, and because a significant portion of the project will be implementation of South Platte River Major Drainageway Plan Phase B Report (April 2002) improvements, which includes Tasks 3, 4, 5, and 6 below, Adams County is going to execute an IGA with Urban Drainage and Flood Control District (UDFCD) that will allow UDFCD to be responsible for project management. Since UDFCD is a funding partner, and it has extensive experience in managing large capital improvement projects along riparian corridors, Adams County has determined that UDFCD is the best choice for managing this project.

Project Schedule

April 2015:	Execute Funding Agreement for NRD funds
November 2015:	Execute IGA with UDFCD for Project Management and Funding
December 2015:	Select Design Consultant
Jan. – Sept. 2016:	Public Process – Community meetings, develop Master Plan
June 2017 – Dec. 2017:	Design Process – reach “construction ready” design and specifications
May 2018 – April 2019:	Construction
May - July 2019:	Closeout of Grants, receive reimbursements

Project Breakdown by Task

Task 1 – Design and Engineering Services (not funded by NRD funds)

Selected consultant will be a Professional Engineer and will perform all necessary planning and outreach efforts to build consensus with citizens and stakeholders for a comprehensive restoration master plan. Consultant will then produce “construction ready” documents for the restoration of the 88th Avenue Open Space consistent with the new site Master Plan, Northeast Greenway Corridor Regional Restoration Master Plan of 2012, Adams County Open Space Grant of 2012, Colorado Parks and Wildlife Fishing is Fun Grant of 2013, and Urban Drainage and Flood Control District Major Drainageway Plan Phase B Report April 2002.

Task 2 – Recreation Site Improvements (not funded by NRD funds)

Although the NRD Funds will not be used to develop recreational amenities for this project, providing passive recreational opportunities is an important focus of Adams County Open Space Sales Tax Program. This project will develop public access facilities to allow Adams County citizens to enjoy the South Platte River and the natural habitat that will be restored. Site improvements will include a parking lot, restroom, picnic shelters, fishing access improvements, trails, and signage. Because of the fishing opportunities that this project will create, it was awarded a CDPW Fishing is Fun Grant in 2013.

Task 3 – South Pond Improvements: South Pond Fishery and Shoreline Improvements

The South Pond is approximately 11 surface acres of open water. It was partially filled with wash fines and has a varied water depth, the deepest being 6-8 feet. Proposed improvements for fish habitat consist of grading the east, south, and west pond slopes to a gradual 5:1 slope ratio and stabilizing with boulders. Native wetland and riparian landscape restoration of all impacted areas will be completed. All excavated materials will be disposed of onsite, west of the south ponds area.

Task 4 – Rerouting of South Platte River Trail

Currently the South Platte River Trail runs along a narrow shoulder between the South Platte River and the South Pond. Task includes removal and disposal of approximately 3500 linear feet of 10' wide concrete trail. The bank will be lowered and habitat restoration and revegetation will be implemented on this river bank shoulder and area where trail was removed. The South Platte River Trail will be re-constructed slightly to the west of its current location along the re-constructed berm between the South Pond and the South Platte River.

Task 5 – South Platte River Floodplain Connection and Water Quality Improvements

Task 5 is still focused on the South Platte River floodplain and water quality improvements, and the overarching goals and objectives originally proposed are still being met. But the main concept of the new Master Plan is a secondary channel concept instead of spillways into and out of the South Pond. A secondary channel will accomplish numerous natural resource restoration goals, by providing a dedicated overflow during high flows and backwater ponding during low flows, as well as increase ecological diversity with riparian vegetation. Spillways would have allowed the South Pond to fill in with sediment over time, while the secondary channel will allow the river to overflow naturally and decrease sedimentation in the South Pond.

Task 6 – South Platte River Channel Improvements

North of 88th Avenue the South Platte River has been impacted by overbank gravel mining. The west bank of the river that is along the south pond is composed of gravel and cobble fills from mining operations. The west bank is steep and highly erodible, and habitat diversity is nonexistent. Bank and channel improvements will likely include reconstruction of the Cooley No. 2 grade control structure, and typical UDFCD riverbank restoration which includes vegetated riprap with 3:1 slopes, and cottonwood and willow plantings.

Task 7 – North Pond Improvements

Per the Resolution from the Colorado Natural Resource Trustees dated April 14, 2017, Adams County was granted permission to remove Task 7 from the 88th Avenue project and to re-direct the funds for Task 7 to other Tasks.

Task 8 – Riparian Forest and Upland Habitat Improvements

Task will include removal of invasive plants, particularly tamarisk trees. Upland and riparian areas will be planted with a variety of native trees and shrubs to increase wildlife benefits. Native species such as cottonwoods and willows will further enhance the large amount of riparian forest currently on the site. Task will also include native dryland grass seeding in disturbed areas.

Monitoring Criteria

A. PERFORMANCE MEASURES AND STANDARDS: As a condition of being a recipient of these grant funds, Grantee agrees to the following:

Timeline and deliverables: By April 30, 2019, complete the Tasks 1-8 described above

Approach: Grantee will select a consultant, who will be a Professional Engineer, experienced with the project's tasks to design, construct and complete the proposed improvements.

B. REPORTING REQUIREMENTS (Accountability): As required in Section 8 of the grant Funding Agreement, reports from Grantee will be submitted to the State's Representative.

C. MONITORING REQUIREMENTS: The State will monitor Grantee’s performance by reviewing the quarterly reports required in Section 8 of the grant Funding Agreement. Site visit(s) will be conducted prior to making final payments on any work performed by the Grantee.

D. NONCOMPLIANCE RESOLUTION: Any problems with the project will follow the resolution process outlined below, before the remedies in Section 15 are immediately applied. In the event the State and the Grantee need to escalate a case regarding noncompliance, the following Resolution Team members and responsibilities have been identified.

Division of Natural Resources	Grantee
<p><u>State / CPW Wildlife Biologist</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Entry point contact to the resolution process <input type="checkbox"/> Is responsible for ascertaining the project impacts based on the information provided <input type="checkbox"/> Owns resolution of most issues <input type="checkbox"/> Responsible for contacting Natural Resources Damages Trustee’s Staff in writing for situations which cannot be resolved at project level 	<p><u>Adams County / Natural Resource Manager (Marc Pedrucci)</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Entry point contact to the resolution process <input type="checkbox"/> Owns resolution of most issues
<p><u>Resolution Project Manager – (CPW) NRD Trustee’s Staff</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> CPW advocate during the resolution process <input type="checkbox"/> Is responsible for ascertaining the timeline and financial impacts based on the information provided <input type="checkbox"/> Owns the problem and the overall action plan <input type="checkbox"/> Provides written notification to the Grantee identifying the noncompliance issue and expected actions on the part of the Grantee in order to remedy the situation <input type="checkbox"/> Obtains DNR and NRD Trustee approval for the action plan <input type="checkbox"/> Works to ensure that all parties are properly informed throughout the resolution <input type="checkbox"/> Responsible for contacting next level Resolution Manager if needed 	<p><u>Adams County / Natural Resource Manager</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Subgrantee advocate during the resolution process <input type="checkbox"/> Obtains additional resources, as needed <input type="checkbox"/> Works to ensure that Subgrantee parties are properly informed throughout the resolution <input type="checkbox"/> Responsible for contacting next level Resolution Manager for the Subgrantee if needed
<p><u>Resolution Assistant Director – NRD Trustee</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Next additional level contact if needed 	

Exhibit B (Project Budgets)

Exhibit B: Budget - 88th Avenue Open Space Restoration and Enhancement							
Components	Revised Total Cost	Funding by source	Sources	Request from Trustees (Foundation Fund)	Match that Meets NRDs Criteria	Total Match	Total Metro Wastewater Match
Task 1: Design and Engineering Services	\$ 640,000	\$ 315,000	Adams County Parks			\$ 315,000	
		\$ 250,000	Adams County Open Space Grant and Flood Control District			\$ 250,000	
		\$ 75,000				\$ 75,000	
Task 2: Recreation Site Improvements: See Below	\$ 410,000	\$ 200,000	Adams County Open Space Grant			\$ 200,000	
		\$ 80,000	Wildlife: Fishing is Fun Grant			\$ 80,000	
		\$ 70,000	Adams County Parks			\$ 70,000	
		\$ 60,000	Urban Drainage and Flood Control District			\$ 60,000	
Habitat Restoration, Replacement & Enhancement							
Task 3: South Pond Fishery and Shoreline Improvements: Earthwork, Vegetation Plantings	\$ 200,000	\$ 175,000	NRD Adams County Parks	\$ 175,000			
		\$ 25,000			\$ 25,000	\$ 25,000	
		\$ 350,000	Metro Wastewater **funds not committed under NRD contract				\$ 350,000.00
Task 4: Re-routing of Trail and Restoration of Old South Platte River Trail Area: Lowering Bank	\$ 300,000	\$ 200,000	NRD Adams County Open Space Grant	\$ 200,000			
		\$ 100,000			\$ 100,000	\$ 100,000	
		\$ 175,000	Metro Wastewater **funds not committed under NRD contract				\$ 175,000.00
Connection and Water Quality Improvements: Side Channel Spillways for South Pond	\$ 380,000	\$ 200,000	NRD Urban Drainage and Flood Control District	\$ 200,000			
		\$ 180,000			\$ 180,000	\$ 180,000	
		\$ 495,000	Metro Wastewater **funds not committed under NRD contract				\$ 495,000.00
Task 6: South Platte River Channel Improvements	\$ 230,000	\$ 100,000	NRD Urban Drainage and Flood Control District	\$ 100,000			
		\$ 130,000			\$ 130,000	\$ 130,000	
		\$ 20,000	Metro Wastewater **funds not committed under NRD contract				\$ 20,000.00
Restoration: Earthwork, Vegetation Planting			NRD Adams County Open Space Grant				
Task 8: Riparian Forest & Upland Habitat Enhancement: Invasive Removal, Vegetation Plantings	\$ 525,000	\$ 525,000	NRD	\$ 525,000			
Totals	\$ 2,685,000	\$ 3,725,000		\$ 1,200,000	\$ 435,000	\$ 1,485,000	\$ 1,040,000

Exhibit C (Option Letter).

SAMPLE OPTION LETTER

Date:	Original Contract CMS #:	Option Letter #	CMS Routing #
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- 1) **OPTIONS:** Choose all applicable options listed in §1 and in §2 and delete the rest.
 - a. Option to renew only (*for an additional term*)

- 2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:
 - a. **For use with Options 1(a-e):** In accordance with Section(s) _____ of the Original Contract between the State of Colorado, Insert Name of Department or Higher Ed Institution , and Contractor's Name, the State hereby exercises its option for an additional term beginning Insert start date and ending on Insert ending date at a cost/price specified in Section _____ , AND/OR an increase/decrease in the amount of goods/services at the same rate(s) as specified in Identify the Section, Schedule, Attachment, Exhibit etc.
 - b. **For use with all Options 1(a-f):** The amount of the current Fiscal Year contract value is increased/decreased by \$ amount of change to a new contract value of Insert New \$ Amt to as consideration for services/goods ordered under the contract for the current fiscal year indicate Fiscal Year. The first sentence in Section _____ is hereby modified accordingly. The total contract value including all previous amendments, option letters, etc. is Insert New \$ Amt.

- 3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or _____ , whichever is later.

<p>STATE OF COLORADO John W. Hickenlooper, Governor Department of Natural Resources</p> <hr/> <p>By: Tobin Follenweider, Chief Operating and Performance Officer</p> <p>Date: _____</p>
--

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

<p>CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.</p>

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Maggie Van Cleef, Department of Natural Resources, Purchasing Director

Date: _____



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: April 24, 2018
SUBJECT: Floodplain Community Rating System Annual Recertification Program
FROM: Kristin Sullivan, Director, Community and Economic Development Department
AGENCY/DEPARTMENT: Community and Economic Development and Public Works 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 the annual recertification documentation required for the floodplain management Community Rating System program.

BACKGROUND:

Adams County has received Community Rating System (CRS) credit for floodplain management activities. Adams County continues to implement these activities through the Development Standards and Regulations. The Adams County Community Economic and Development Department has provided documentation material as verification of fulfilling the requirements established by the Federal Emergency Management Agency. The recertification documentation includes information about the Adams County Stormwater Management Program and the administration of the County’s Floodplain Management Program. The selected documentation is required to be submitted to FEMA for review and approval, and this submittal process must be authorized by the Board of County Commissioners.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development and Public Works Departments.

ATTACHED DOCUMENTS:

Resolution approving the Community Rating System Annual Recertification process.

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 THE FLOODPLAIN COMMUNITY RATING SYSTEM
ANNUAL RECERTIFICATION PROGRAM

WHEREAS, Adams County has received Community Rating System credit for floodplain management activities; and,

WHEREAS, Adams County continues to implement these activities through the Community Economic Development Department and the Floodplain Coordinator; and,

WHEREAS, the Adams County Floodplain Management Program is implemented in accordance to the Adams County Development Standards and Regulations; and,

WHEREAS, the Federal Emergency Management Agency requires Adams County to complete an annual recertification of the floodplain management program; and,

WHEREAS, the Adams County Community and Economic Development Department recommends completing the Community Rating System Annual Recertification process.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Community Rating System Annual Recertification documentation, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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

Community Adams County State CO CID 080001
 County Adams

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

CC-213 Recertification

Recertification Due Date: May 1, 2018		
If there are any changes or corrections to the information below, please cross out the old item and write in the correction.		
	Chief Executive Officer	CRS Coordinator
Name	Charles "Chez" Tedesco <i>Mary Hodge</i>	Theron Gregory LaBrie
Title	Chair, County Board of Commissioners	Senior Engineer
Address	4430 S. Adams County Parkway	4430 S. Adams County Parkway
	Brighton, CO 80601	Brighton, CO 80601
Phone		720-523-6824
E-mail	ctedesco@adcogov.org <i>mhodge@adcogov.org</i>	glabrie@adcogov.org

I hereby certify that Adams County is continuing to implement the activities on the attached pages as credited under the Community Rating System and described in our original application to the CRS and subsequent modifications.

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force all flood insurance policies that have been required of us as a condition of federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area (SFHA) shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the SFHA is reduced by the amount of National Flood Insurance Program (NFIP) flood insurance coverage (structure and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signed _____ (Chief Executive Officer)

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Your community has been verified as receiving CRS credit for the following activities. If your community is still implementing these activities the CRS coordinator is required to put his or her initials in the blank and attach the appropriate items. The numbers refer to the activity number which is found in the CRS Coordinator's Manual. If the word "attached" is used you must provide documentation material for that activity. If no material has been acquired for that activity please explain why there is no material from the past year.

JS 310 EC: We are maintaining Elevation Certificates, Floodproofing Certificates, Basement Floodproofing Certificates and V Zone Certificates on all new and substantially improved buildings in our Special Flood Hazard Area and make copies of all Certificates available at our present office location. [] Initial here if you have had no new construction or substantial improvements in the last year.

JS 310 EC: Attached is the permit list for new or substantially improved structures that have been completed in the last year. We have permitted 1 new building and substantial improvements in the SFHA during this reporting period.

JS 310 EC: Attached are all the Certificates for new or substantially improved structures that have been completed during this reporting period that are included on the above permit list. (Note: The total number of Elevation and Floodproofing certificates should match the number of permits issued and completed within the reporting period defined above. All permits issued for new construction or substantial improvement within the V zone should have both an Elevation Certificate and a V Zone Certificate, and all buildings with basements within the basement exemption communities should have both an Elevation Certificate and a Basement Floodproofing Certificate).

JS 320 MI 1: We are providing basic flood information to inquirers.

We also continue to provide the following to inquirers

JS MI 2 additional FIRM information

JS MI 3 problems not shown on the FIRM

JS MI 4 flood depth data

JS 320 MI: Attached is a copy of the publicity for the credited elements of this service this year.

JS 320 MI: Attached is a copy of one page of the log, a letter, or other record that we kept on this service this year.

JS 320 MI: We are continuing to keep our FIRM updated and maintain old copies of our FIRM.

Community Adams County State CO CID 080001
County Adams

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION



330 OP: We continue to conduct or provide all credited outreach projects.



340 ODR: People looking to purchase floodprone property are being advised of the flood hazard through our credited hazard disclosure measures.



350 WEB: We continue to conduct an annual review and update of the information and links in our flood protection website.



420 OSP: We continue to preserve our open space in the floodplain.



430: We continue to enforce the floodplain management provisions of our zoning, subdivision and building code ordinances for which we are receiving credit. [] Initial here if you have amended your floodplain regulations. Attach a copy of the amendment.



430 RA-1: We continue to employ those staff credited for attaining their CFM, and those who have attended the credited training courses.



440 AMD: We continue to use and update our flood data maintenance system on an annual basis as needed.



440 FM: We continue to maintain our historical Flood Hazard Boundary Map, FIRMs and Flood Insurance Studies.



450 SMR: We continue to enforce the stormwater management and low impact development provisions of our zoning, subdivision and building code ordinances for new developments in the watershed. [] Initial here if you have amended your stormwater management regulations. Attach a copy of the amendment.



450 ESC/WQ: We continue to enforce the provisions of our zoning, subdivision and building codes as they pertain to erosion and sediment control and water quality.

NOTE: Please do not mail or ship packages that need a signature. We will confirm receipt of your recertification submittal.

Additional Comments:

Attachments:

Community Adams County State CO CID 080001
 County Adams

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

CRS Program Data Table	A. In the SFHA	B. In a regulated floodplain outside the SFHA	C. In the rest of the community
1. Last report's number of buildings in the SFHA (bSF) (line 6, last report)			
2. Number of new buildings constructed since last report	+		
3. Number of buildings removed/demolished since last report	-		
4. Number of buildings affected by map revisions since last report (+ or -)			
5. Number of buildings affected by corporate limits changes (+ or -)			
6. Current total number of buildings in the SFHA (bSF) (total lines 1-5)	1525		
7. Number of substantial improvement/damage projects since last report	1		
8. Number of repetitive loss properties mitigated since last report	0		
9. Number of LOMRs and map revisions (not LOMAs) since last report	8		
10. Acreage of the SFHA (aSFHA) as of the last report (line 13, last report)	35494		
11. Acreage of area(s) affected by map revisions since last report (+ or -)	0		
12. Acreage of area(s) affected by corporate limits changes (+ or -)	0		
13. Current acreage of the SFHA (aSFHA) (total lines 10-12)	35494		
14. Primary source for building data: FEMA Brochure			
15. Primary source for area data: GIS Maps			
16. Period covered: Oct 2016 - Mar 2018		Current FIRM date 1/20/16	
<i>If available, the following data would be useful:</i>			
17. Number of new manufactured homes installed since last report	0		
18. Number of other new 1-4 family buildings constructed since last report	0		
19. Number of all other buildings constructed/installed since last report			

Comments:

(Please note the number of the line to which the comment refers.)

Case No.	Case Name	Street Name	Opened	Case Status	Description
WET2016-00021	Terracon Consultants - Ready Mixed Plant - 5775 Franklin St	FRANKLIN	11/7/2016	Permit Issued	Stormwater pollution prevention system improvements at this address.
WET2016-00020	Villa Lobos Construction - Temp Batch Plant - S of 9280 E 104th Ave, near Hwy 85	104TH	10/31/2016	Permit Issued	Permit to support the installation of a temporary concrete batch plant near the i
WET2016-00019	RTD Fastracks RRP-NMRL - UPRR Temp Crossing - S Platte River N of E 74th Ave		10/28/2016	Permit Issued	Regional Rail Partners to install a temporary crossing in the S Platte River to facil
WET2016-00018	Miller Construction - Patio Cover - 30141 E 128th Ave	128TH	10/20/2016	Permit Issued	Construction of patio cover at this address.
WET2016-00017	RTD Fastracks RRP-NMRL - Grading Condition - Area SW of E 86th Ave & Welby Rd	Area SW of E	10/17/2016	Permit Issued	The
WET2016-00016	Ed Jennings - JFW Trucking - 4710 W 58th Ave	58th	9/21/2016	Permit Issued	Import fill material for lake area and inert fill/grading of site for future developm
WET2016-00015	RTD Fastracks RRP-NMRL - UPRR RR Bridge - S Platte River N of E 74th Ave	S Platte River,	9/19/2016	Permit Issued	Regional Rail Partners JV is performing rehabilitative construction of an existing
WET2016-00014	JVA - 27J School District High School #3 - Yosemite St & Riverdale Rd	Yosemite St &	8/30/2016	In Progress	RE-alignment of Riverdale Road in support of the construction of 27J High Schoo
WET2016-00013	Asphalt Specialties - Recycling of Asphalt & Concrete - 12021 Brighton Rd	BRIGHTON	8/19/2016	Permit Issued	Permit application for the recycling of asphalt & concrete at the Speer Inert Lanc
WET2016-00012	Crown Castle - Telecommunications Tower - 4420 W 58th Ave	58TH	8/10/2016	Permit Issued	Construction of 88ft monopole tower and equipment cabinet within floodplain.
WET2016-00011	ENGGlobal - Regulator Station Enclosure - 14970 Piccadilly Rd	PICCADILLY	7/22/2016	Permit Issued	Requesting the right to install a natural gas regulator station enclosure. Propose
WET2016-00010	Hartwig & Asso - Construction at I-76 at Hwy 85 Project plus E 96th Ave	I-76, Hwy 85,	6/30/2016	Permit Issued	Permit to enter the floodplain for the purposes of reconstructing a portion of I-7
WET2016-00009	Michael Lehman - Front Entry Way - 9900 E 157th Ave	157TH	6/7/2016	Permit Issued	Want to build a new front entry way.
WET2016-00008	Regional Rail Partners-NMRL - Hoffman Drainage Way, UPRR Bridge E 86th & Welby Rd	E 86th Ave & '	4/27/2016	Permit Issued	RRP JV is removing an existing RR bridge and constructing a new box culvert cros
WET2016-00007	Muller Eng Co - Well 119 HCW Project - 9702 Monaco St at Fulton Ditch	MONACO	4/8/2016	Permit Issued	Construction of 16' diameter Horizontal Collector Well (HCW) equipped with six
WET2016-00006	YESCO - Ground Sign - 5350 Washington St	WASHINGTON	4/7/2016	Permit Issued	Ground sign permit as per YESCO Design # 704384 attached.
WET2016-00005	Xcel Energy - Electrical Installation - RTD Fastracks GL1, W 62nd Pkwy & Pecos St	W 62nd Pkwy	3/9/2016	Permit Issued	PSC of Colorado proposes to install one electrical pole that is located within the
WET2016-00004	United Water & San Dist - Pipeline Construction - 21601 E 152nd Ave & Piccadilly Rd	152ND	2/29/2016	Permit Issued	Construct below grade pipeline and head gate in the existing Piccadilly Rd ROW (
WET2016-00003	Aslan - Ken Mitchell Cell 1 Diversion Structure - 6000ft W of Hwy 85 along E 152nd	6000ft W of H	2/18/2016	Permit Issued	Replacement of damaged diversion structure for Brighton's Ken Mitchell Cell 1 D
WET2016-00002	Kiowa Engineering - Clear Creek Valley Park - Bet Lowell & Tennyson N of I-76	Bet Lowell & T	2/4/2016	Permit Issued	FUP needed prior to placing multiple park buildings in Clear Creek Valley Park. 8C
WET2016-00001	JR Engineering - Enright Properties - 2300 W 60th Ave	60TH	2/4/2016	Permit Issued	Requestin

Case No.	Case Name	Street Name	Opened	Case Status	Description
WET2017-00029	Public Service Co - Utility Pole Installation - 8370 Steele St	STEELE	10/27/2017	Permit Issued	Installation of utility pole in support of RTD Fastracks North Metro Line Project.
WET2017-00028	UDFCD - South Platte River Bank Restoration - N of I-270, E of York St	N of I-270, E of York St	10/27/2017	Permit Issued	Restoration of west bank along S Platte River N of I-270 and E of York St. (fee waived)
WET2017-00027	Ward Petroleum - Edmundson Well Pad - 15300 E 132nd Ave	132ND	10/5/2017	Permit Issued	Design & installation of oil & gas well pad, to include production equipment and tanks.
WET2017-00026	Metro Wastewater Rec Dist - South Platte River, Segment 15, Ph 4, Habitat Improvements	Area N of E 88th	9/6/2017	Permit Issued	Habitat improvements to open space and undeveloped land within Segment 15 of the So
WET2017-00025	Bruno Busnardo - Scott Contractng Fuel Facility - 5630 Franklin St	FRANKLIN	9/1/2017	Permit Issued	FUP review for the installation of a fuel facility.
WET2017-00024	Nick Van Duren - Shed Construction - 16615 Mystic Ln	MYSTIC	8/24/2017	Permit Issued	Addition of 16' x 24' shed to property within a floodplain.
WET2017-00023	Muller Engineering Co - Pump Station Building - 9798 McKay Rd	McKay	7/27/2017	Permit Issued	FUP for the construction of a horizontal collector well No. 119 pump station.
WET2017-00022	Great Western Oil & Gas Co - Oil & Gas Well Pad - 2040ft E of Colo Blvd on Hwy 7	2040ft E of Colo	7/27/2017	Permit Issued	FUP for the installation of road access and an Oil & Gas Well Pad to the B-Farm property.
WET2017-00021	Cleary Building Corp - New Garage - 16300 Mystic Lane	MYSTIC	7/27/2017	Permit Issued	FUP required for the construction of a garage within a floodplain.
WET2017-00020	Richard Mayo - Modular Recreation Cable System - Lake P/N 0182506300014		7/11/2017	Permit Issued	Will be installing a modular recreation cable system within the lake in this parcel.
WET2017-00019	Gunnison Enterprises - New Porch Installation - 3035 W 63rd Ave	63RD	7/5/2017	Permit Issued	New porch installation within a floodplain.
WET2017-00018	City of Thornton - Big Dry Creek Interceptor Phase 1 - E 152nd to E-470, Washington to York	E 152nd to E-47	6/9/2017	Permit Issued	Big Dry Creek Interceptor Project Phase 1. Installation of new sanitary sewer from E 152r
WET2017-00017	Public Service Co - Valve Set Installation - 5907 York St	YORK	6/9/2017	Permit Issued	FUP in support of a valve set installation - N Metro Reinforcement Project.
WET2017-00016	Marybell Trujillo - Installation of Foundation/Home - 14560 Brighton Road	BRIGHTON	6/9/2017	Permit Issued	FUP in support of the construction of a home foundation at this address.
WET2017-00015	Regional Rail Partners-NMRL - Lower Hoffman Drainage Way, E 88th, E 86th, Steele St	E 88th, E 86th, S	6/2/2017	Permit Issued	Floodplain Use Permit in support of the Hoffman Drainage Way, Phases 1, 2 & 3. Ref IMP
WET2017-00014	Acklam - Detached Storage Building - 14887 Madison St	MADISON	5/30/2017	Permit Issued	Floodplain Use Permit required for construction of detached storage building.
WET2017-00013	Linearl Trotter Heating - Septic Installation - 7695 E 104th Ave	104TH	5/19/2017	Permit Issued	Floodplain permit in support of septic system installation.
WET2017-00012	Integrity Pool Builders - Hot Tub Installation - 3148 W 62nd Ave	62ND	4/20/2017	Permit Issued	Construction of supporting structure and installation of hot tub.
WET2017-00011	City of Westminster - Little Dry Creek Interceptor Sewer Improvement	Little Dry Creek	4/17/2017	Permit Issued	Little Dry Creek Interceptor Sewer Improvement
WET2017-00010	CDOT - Bridge over Clear Creek - SH 95-Sheridan Blvd	Sheridan Blvd Bi	4/11/2017	Permit Issued	Resurfacing project by CDOT on Sheridan Blvd from W 52nd Ave to W 58th Ave. This will
WET2017-00009	City of Thornton - W Sprat Platte Reservoir Imp Project - E 100th Ave & McKay Rd	SW corner of E :	2/23/2017	Permit Issued	West Sprat Platte Reservoir Improvement Project - Phase II
WET2017-00008	City of Thornton - Underdrain System Upgrade - 14900 Riverdale Rd	RIVERDALE RD.	2/23/2017	Permit Issued	Installation of enclosure mount and antenna mast for under drain system.
WET2017-00007	High Plains Engineering - Single Family Home - 16420 Mystic Ln	MYSTIC	2/9/2017	Permit Issued	Floodplain Use Permit app for single family home build. BDP17-0266
WET2017-00006	Jacobs Eng Group - Brantner Gulch Lift Stn Demolition - 8891 E 128th Ave & Riverdal Rd,	128TH	2/1/2017	Permit Issued	Demolition of the Metro Wastewater Reclamation District's Brantner Gulch Lift Station at
WET2017-00005	Lamp, Rynearson & Asso - Boardwalk Pipeline Gathering Sys - 13295 E 136th Ave	136TH	1/27/2017	Permit Issued	Construction of a natural gas, crude oil & produced liquids gathering system for the Boar
WET2017-00004	SEH - Ken Mitchell Lakes, Wet Well Deepening Cell 1 Div - 14585 Brighton Rd	BRIGHTON	1/25/2017	Permit Issued	Wet Well deepening, Ken Mitchell Lakes Cell 1. Install a replacement, concrete wet well a
WET2017-00003	Terracon Consultants - Boral Stormwater Pollution Prev System - 5550 Sheridan Blvd	SHERIDAN	1/25/2017	Permit Issued	Ready Mixed-Boral stormwater pollution prevention system improvements: Arvada Plant
WET2017-00002	ADCO - CDOT, I-70M & CR2 Resurfacing Project, CR2 bet Bradberry-Krebs & Xmore Rd	CR2 at Bijou Cre	1/20/2017	Permit Issued	CR2 at Bijou Creek, roadway construction & improvements. *** Fee is waived ***
WET2017-00001	Entitlement & Eng Solutions - Pomponio Terrace Filing 3 & 4, W 70th Ave & Federal Blvd	W 70th Ave & Fr	1/11/2017	Permit Issued	Floodplain documents in support of Pomponio Terrace Filing 3 & 4.

Case No.	Case Name
WET2018-00007	UDFCD - North Bank Stabilization - Vng Clear Creek, upstream of Federal Blvd, to excav
WET2018-00006	UDFCD - West Bank Stabilization - Dof west along South Platte River, approx. 1500ft dc
WET2018-00005	CCWRE - JFW Trucking Corporation -rtion of site with approved inert material.
WET2018-00004	Brown & Caldwell - Air Compressor (Welby Reservoir.
WET2018-00003	Hyland Hills Park - Park Bridge & Shainstallation of a park bridge and shade structure in
WET2018-00002	ADCO - Bridge Scour & Remediationort of the bridge scour & remediation project unde
WET2018-00001	ADCO - Twin Lakes Park Improvemeements within folder. *** No fee required ***

ELEVATION CERTIFICATE

Important: Follow the instructions on pages 1-9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION					FOR INSURANCE COMPANY USE
A1. Building Owner's Name MARYBELL TRUJILLO					Policy Number:
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 14560 BRIGHTON ROAD					Company NAIC Number:
City BRIGHTON		State Colorado		ZIP Code 80601	
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) PART OF THE SE 1/4 SEC. 13, T 1 S, R 67 W OF THE 6TH P.M.					
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) <u>RESIDENTIAL</u>					
A5. Latitude/Longitude: Lat. <u>N39°57'38.2"</u> Long. <u>W104°50'10.7"</u> Horizontal Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983					
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.					
A7. Building Diagram Number <u>2A</u>					
A8. For a building with a crawlspace or enclosure(s):					
a) Square footage of crawlspace or enclosure(s) <u>2065.00</u> sq ft					
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade <u>22</u>					
c) Total net area of flood openings in A8.b <u>4899.00</u> sq in					
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
A9. For a building with an attached garage:					
a) Square footage of attached garage _____ sq ft					
b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____					
c) Total net area of flood openings in A9.b _____ sq in					
d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No					
SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION					
B1. NFIP Community Name & Community Number ADAMS COUNTY/INCORPORATED AREAS 080001C			B2. County Name ADAMS		B3. State Colorado
B4. Map/Panel Number 0329	B5. Suffix H	B6. FIRM Index Date 08-16-1995	B7. FIRM Panel Effective/ Revised Date 03-05-2007	B8. Flood Zone(s) AA	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth) 5001.6
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9: <input type="checkbox"/> FIS Profile <input type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input checked="" type="checkbox"/> Other/Source: <u>1976 UDFC Study of Third Creek</u>					
B11. Indicate elevation datum used for BFE in Item B9: <input checked="" type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date: _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA					

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 14560 BRIGHTON ROAD			Policy Number:
City BRIGHTON	State Colorado	ZIP Code 80601	Company NAIC Number

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: ADCO BM 95.0136 Vertical Datum: NAVD 88

Indicate elevation datum used for the elevations in items a) through h) below.

NGVD 1929 NAVD 1988 Other/Source: _____

Datum used for building elevations must be the same as that used for the BFE.

Check the measurement used.

- | | | | |
|---|---------------|--|---------------------------------|
| a) Top of bottom floor (including basement, crawlspace, or enclosure floor) | <u>4993.6</u> | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters |
| b) Top of the next higher floor | <u>5002.6</u> | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters |
| c) Bottom of the lowest horizontal structural member (V Zones only) | _____ | <input type="checkbox"/> feet | <input type="checkbox"/> meters |
| d) Attached garage (top of slab) | _____ | <input type="checkbox"/> feet | <input type="checkbox"/> meters |
| e) Lowest elevation of machinery or equipment servicing the building
(Describe type of equipment and location in Comments) | _____ | <input type="checkbox"/> feet | <input type="checkbox"/> meters |
| f) Lowest adjacent (finished) grade next to building (LAG) | <u>5000.3</u> | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters |
| g) Highest adjacent (finished) grade next to building (HAG) | <u>5000.4</u> | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters |
| h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support | _____ | <input type="checkbox"/> feet | <input type="checkbox"/> meters |

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Were latitude and longitude in Section A provided by a licensed land surveyor? Yes No Check here if attachments.

Certifier's Name CURTIS HOOS	License Number 37971	
Title LAND SURVEYOR		
Company Name AMERICAN WEST LAND SURVEYING CO.		
Address P.O. BOX 129		
City BRIGHTON	State Colorado	ZIP Code 80601
Signature 	Date 10-26-2017	Telephone (303) 659-1532
Ext.		

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including type of equipment and location, per C2(e), if applicable)

Subtract 2.871 feet from NAVD 88 to obtain NGVD 29



Adams County's annual Stormwater Utility (SWU) fee funds the design, construction, and maintenance of the public storm drainage system within unincorporated Adams County's SWU area.



- County Stormwater Utility Area
- Incorporated cities in Adams County
- Área de aguas pluviales del condado
- Ciudades incorporadas en el condado de Adams County

Projects Receiving Funds from the Stormwater Utility

- ★ **2014/2015:** Brantner Gulch crossing at Riverdale Rd. Completed: \$310,000 (multi-agency total project cost: \$1.7 million)
- ★ **2016/2017:** Kenwood Project - 77th Ave. from Hwy. 85 to Kenwood St. Completed: \$540,000 (multi-agency total project cost: \$3 million)
- ★ **2017/2018:** Hoffman Drainageway Improvement Project – starts at 88th Ave. across Rainbow St. and ends at Steele St. Under construction: \$3.3 million (multi-agency total project cost: \$6 million)
- ★ **2019:** Dahlia St. Project – Dahlia St. from Hwy. 224 to I-76. To be completed upon Board of County Commissioners funding approval: \$3 million (multi-agency total project cost: \$8 million)
- ★ **2018/2019:** Clear Creek Drop Structure. To be completed: \$750,000 (multi-agency total project cost: \$3 million, initially approved)
- ★ **2020:** Dahlia Pond Improvements – pond located at southwest corner of I-76 and U.S. Hwy. 6. To be completed: \$3 million



Reminder
Payments are due by June 30.

Recuerde
Pague antes del 30 de Junio.



Pay over the phone!
Call 1.800.487.4567. Tell the operator you need to pay Adams County, Transportation, Stormwater Utility in Colorado.

iPague por teléfono!
Llame al 1.800.487.4567. Explique a la operadora que necesita pagar la cuota de aguas de tormenta del Departamento de Transporte de Adams County, Colorado.



Pay online at adcogov.org/stormwater. It's free, quick, and easy!
Save time and money on postage. You will need to enter your customer number.

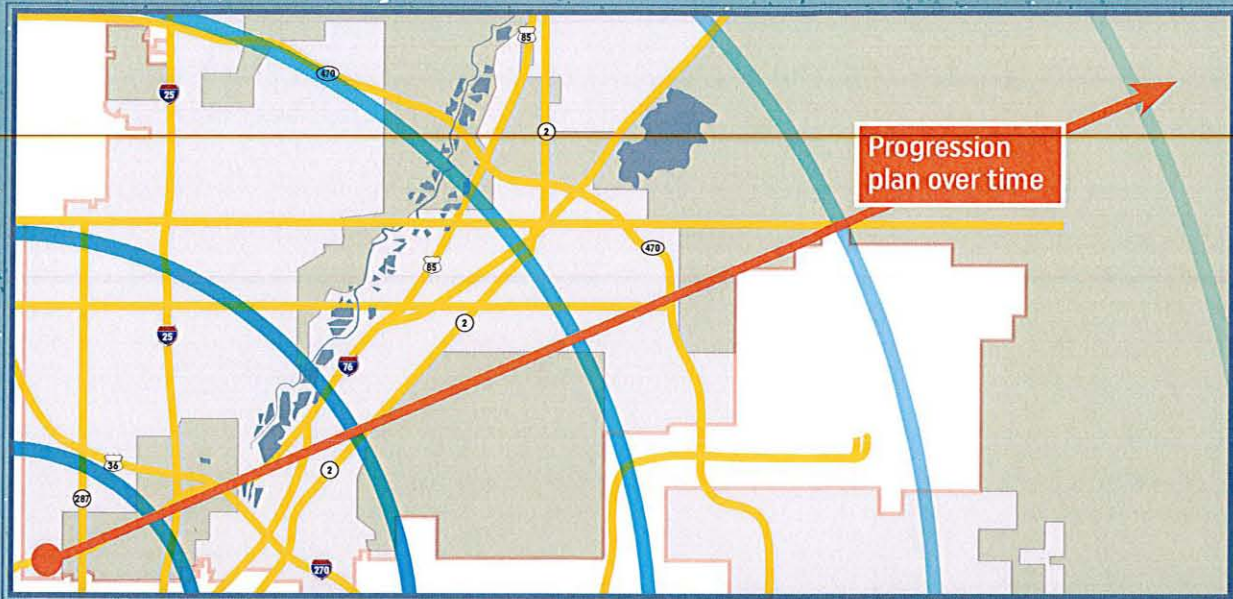
Pague online adcogov.org/stormwater. ¡Es gratis, rápido, y fácil!
Ahorre tiempo y dinero en estampillas. Necesitará el número de cliente.



Mosquito concerns this summer?
Report areas near public drainage systems to 303.428.5908.

¿Está preocupado por los mosquitos este verano? Informe áreas cercanas al drenaje público al: 303.428.5908.

Drainage Maintenance Plan - Annual Rotation



- County Stormwater Utility Area
- Incorporated cities in Adams County

- Área de aguas pluviales del condado
- Ciudades incorporadas en el condado de Adams County

Annual storm sewer maintenance continues to reach new areas

Adams County has made significant progress on the maintenance of the storm sewer system along its streets since 2015. The maintenance program consists of sending a video camera inside the storm sewer pipes searching for damage, obstructions, and illegal connections or discharges. When cleaning is triggered, vector trucks remove sediment, trash, and other waste materials to unclog obstructed storm drains. The plan is to continue to inspect and clean public drainage structures, expanding the radius from the ultra-urbanized areas in the southwest part of the county toward rural areas at the northeast boundary of the SWU Area at Schumaker Rd. As the program moves northeast toward rural areas as shown on the rotation map above, maintenance activities will transition to visual inspections of roadside ditches, grading, mowing, and culvert cleaning.

El mantenimiento anual de alcantarillas sigue llegando a nuevas áreas

El Condado de Adams ha progresado en el mantenimiento del sistema de alcantarillado pluvial a lo largo de sus calles desde 2015. El programa de mantenimiento consiste en enviar una cámara de video dentro de las tuberías del alcantarillado buscando daños, obstrucciones, y conexiones o descargas ilegales. Cuando se activa la limpieza, las camionetas levantan los sedimentos, la basura y otros materiales de desecho para destapar los desagües de tormenta obstruidos. El plan es continuar inspeccionando y limpiando las estructuras de drenaje público, expandiendo el radio desde las áreas ultra urbanizadas comenzando en el zona suroeste del condado, hacia las áreas rurales en el límite noreste del Área de Servicios de Aguas Pluviales en Schumaker Rd. Como se muestra en el mapa de rotación, a medida que el programa se desplaza hacia el noreste, hacia las áreas rurales, las actividades de mantenimiento pasarán a inspecciones visuales de zanjas, poda y limpieza de cañetas al borde de la carretera.

Typical Stormwater Pollutants: Why does this matter?

1. **Pet waste = swimming in water with high fecal bacteria levels will get you violently sick!**
2. **Excess fertilizer = creates algae blooms which depletes oxygen available for fish.**

For residential and business tips about stormwater pollution prevention visit adcogov.org/stormwater



Adopt your favorite spot in a park or along one of Adams County's trails. Contact Renee Petersen at rpetersen@adcogov.org or 303.637.8072 for more information.

ADAMS COUNTY STORMWATER Utility

STORMWATER CONTAMINATION IS THE #1 SOURCE OF WATER POLLUTION IN THE U.S.



Septic systems must be checked every year and pumped every 3 to 5 years.

Inspeccione los tanques sépticos anualmente y vacíelos cada 3 o 5 años.



The #1 pollutant in stormwater by volume is sediment, which smothers aquatic life and transports pathogens.

El contaminante No. 1 por volumen es el sedimento, el cual sofoca la vida acuática y transporta patógenos.



Stormwater is polluted by dirt, motor oil, pet feces, fertilizer, herbicides, de-icing agents, soaps, litter, and more.

El agua de tormenta se contamina con tierra, aceite, heces de mascotas, fertilizantes, herbicidas, des-congelantes, jabones, basura y demás.



Pet waste pollutes water with bacteria, and less than half of owners pick up after their pets.

El desecho de las mascotas contamina el agua con bacterias. Menos de la mitad de los dueños de las mascotas levantan sus desechos.



One gallon of motor oil can contaminate one MILLION gallons of water.

Un galón de aceite de auto puede contaminar un MILLON de galones de agua.



40% of U.S. rivers are too polluted for fishing or swimming.

El 40% de los ríos de EE. UU. están demasiado contaminados para pescar o nadar.

The only water we will ever have is what we have now.

LET'S ALL DO OUR PART TO TAKE CARE OF OUR WATER.

La única agua que tendremos es lo que tenemos ahora.
Hagamos nuestra parte para cuidar nuestra agua.

Only rain down the drain... It is illegal to dump into the stormwater system per Ordinance 11.

Help the environment and report illicit discharges to 720.523.6400 or swq@adcogov.org.

Solo lluvia debe entrar al drenaje... Es ilegal tirar cualquier otra cosa por Ordenanza No. 11.

Ayúdenos y reporte descargas ilegales a 720.523.6400 o swq@adcogov.org.

2018 CALENDAR OF EVENTS

Thank you for participating in these efforts to make Adams County cleaner and greener.

Electronic Waste

Collection Event

Saturday, April 7

9:30 a.m.-2:30 p.m.

Thornton IMC, 12450

Washington St., Thornton

Small fees apply

FREE Paint Collection Event

Saturday, April 28

9 a.m.-1 p.m.

Thornton IMC, 12450

Washington St., Thornton

Household Chemical Roundup

Saturday, May 5

9 a.m.-3 p.m.

Water World, 8801 N. Pecos

St., Federal Heights

\$25 per car

Colorado Public Lands Clean-Up Day

Saturday, May 19

9 a.m.-noon

Willow Bay Open Space,

13883 Brighton Rd., Brighton

Lunch provided for volunteers

RSVP at 303.637.8072

Electronic Waste Collection Event

Saturday, June 16

9:30 a.m.-2:30 p.m.

Adams County Regional Park,

9755 Henderson Rd., Brighton

Small fees apply

Barr Lake State Park Clean-Up

Saturday, July 14

8-11 a.m. with barbecue at

noon and activities until 3 p.m.

13401 Picadilly Rd., Brighton

Free state park admission

for volunteers - RSVP at

303.659.6005

Electronic Waste Collection Event

Saturday, Aug. 25

9:30 a.m.-2:30 p.m.

Adams County Regional

Park, 9755 Henderson Rd.,

Brighton

Small fees apply

Year-Round

Household Hazardous Waste Collection

Wednesdays and Saturdays

9 a.m.-2 p.m.

The Veolia Colorado

Recycling Center, at 9131 E.

96th Ave. in Henderson, is

available to Adams County

residents year-round by

appointment only. Call

303.526.8155.

Fees may apply

View the full calendar of events at adcogov.org/stormwater.



CONTACT US:

720.523.6400

EMAIL: swq@adcogov.org

WEB: adcogov.org/stormwater

HOURS: Monday-Friday, 8 a.m.-4:30 p.m.

Adams County Government Center Stormwater Utility

4430 S. Adams County Pkwy.

First Floor, Suite W2000B

Brighton, CO 80601

Did you know? Properties inside the 100-year floodplain have a 1 percent chance to be flooded every year. During a 30-year mortgage, the chance raises to 26 percent. Many incorrectly believe flooding may occur only once every 100 years. In fact, severe flooding may occur several years consecutively.

Why should you get flood insurance?

1. Floods are the most common and costly natural disaster. Recovering from just one inch of water inside your building can cost about \$27,000.
2. Floods can happen anywhere, whether your property is inside or outside the 100-year floodplain.
3. Typical homeowners insurance does not cover flood damage.
4. If you live within the 100-year floodplain, flood insurance is mandatory. If you live outside the 100-year floodplain, flood insurance is voluntary but highly recommended.



¿Sabías? Las propiedades dentro de la llanura de inundación de 100 años tienen un 1% de probabilidad de inundación cada año. Durante una hipoteca a 30 años, la probabilidad sube al 26%. Muchos creen incorrectamente que las inundaciones pueden ocurrir solo una vez cada 100 años. De hecho, las inundaciones severas pueden ocurrir varios años consecutivos.

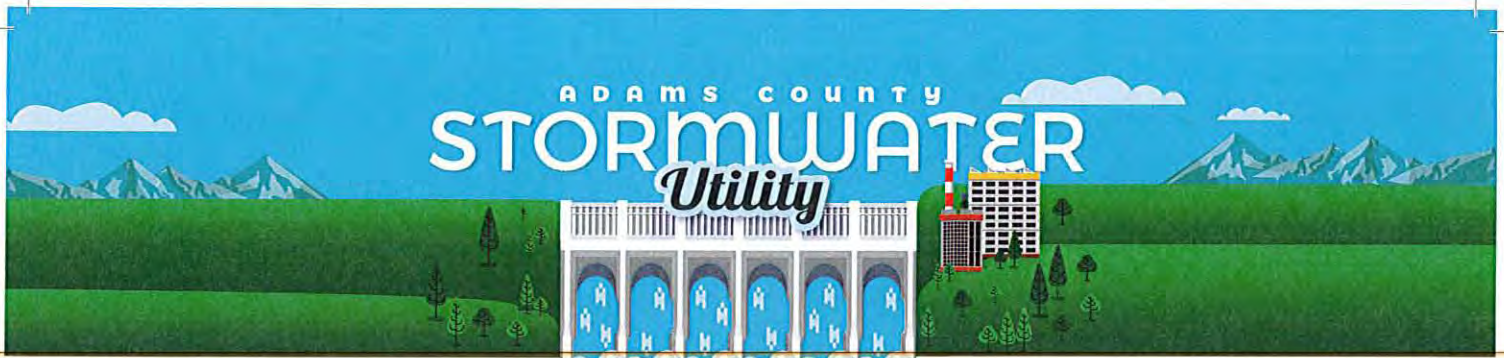
¿Por qué deberías obtener un seguro contra inundaciones?

1. Las inundaciones son el desastre natural más común y costoso. Recuperarse de solo una pulgada de agua dentro de su edificio puede costar alrededor de \$27,000.
2. Las inundaciones pueden ocurrir en cualquier lugar, independientemente de si su propiedad está dentro o fuera de la llanura de inundación de 100 años.
3. El seguro de propietarios típico no cubre daños por inundación.
4. Si vive dentro de la llanura de inundación de 100 años, el seguro contra inundaciones es obligatorio. Si vive fuera de la llanura de inundación de 100 años, el seguro contra inundaciones es voluntario, pero muy recomendable.



ADAMS COUNTY
COLORADO

PUBLIC WORKS



Adams County's annual Stormwater Utility (SWU) fee is a mechanism to fund the design, construction, and maintenance of the public storm drainage system within unincorporated Adams County. Visit www.adcogov.org/stormwater to view the service area map.

What is the storm drainage system?

The storm drainage system is a combination of underground pipes, inlets, drainage ditches, and ponds designed to collect and convey surface water runoff.

What is the difference between the storm drainage system and the sanitary sewer?

The storm drainage system collects, conveys, and discharges outdoor drains directly into local streams and rivers. This flow, unlike indoor sanitary drains, does not enter a Wastewater Treatment Plant.

What is an Illicit Discharge?

An illicit discharge is any discharge that is not composed entirely of stormwater. Per Adams County Illicit Discharge Ordinance No. 11, it is unlawful for any person to intentionally or accidentally allow any liquid or solid waste to enter the storm drainage system. For example, washing paint brushes along the curb where the paint and wastewater travels into a storm sewer inlet. Stormwater pollution may pose an adverse toxic effect on aquatic life, plants, animals, and people. Please report any unauthorized substance entering the storm sewer system to: 720.523.6400 or e-mail swq@adcogov.org (call 911 for emergencies).

Did you know?

Homeowners within unincorporated Adams County can now qualify for a 5% discount in the premium cost of flood insurance from the National Flood Insurance Program. You can save money on policies issued or renewed in Special Flood Hazard Areas on or after October 1, 2016. The discount is a result of the flood mitigation activities implemented by Adams County to protect lives and reduce property damage.

2017 Calendar Events:

Proper disposal of electronic waste, unused paint, and chemical waste is vital to ensuring that our streams and river stay clean. Thank you for participating in these efforts to make Adams County cleaner and greener! For more information please visit www.adcogov.org/community-resources

4/1/17: Electronic Waste Collection: Adams County Regional Park, 9755 Henderson Rd, Brighton (9:30a.m.-2:30p.m.). Small fees apply

4/22/17: FREE Paint Collection Event: Thornton IMC, 12450 Washington St, Thornton (9a.m.-2p.m.)

5/6/17: Household Chemical Roundup: Water World, 8801 North Pecos St. Federal Heights (9a.m.-3p.m.). \$25/car

8/26/17: Electronic Waste Collection Event: Thornton IMC, 12450 Washington St, Thornton (9:30a.m.-2:30p.m.). Small fees apply

9/16/17: Household Chemical Roundup: Thornton IMC, 12450 Washington St, Thornton (9a.m.-3p.m.). \$25/car

October 2017 (date TBD): FREE Paint Collection Event in Eastern Adams County: 355 S. First St, Bennett

CONTACT US: 720.523.6400, swq@adcogov.org

www.adcogov.org/stormwater

Hours: Monday-Friday: 8 a.m.-4:30 p.m.

Adams County Government Center, Stormwater Management
4430 S. Adams County Parkway, First Floor, Suite W2000B,
Brighton, CO 80601

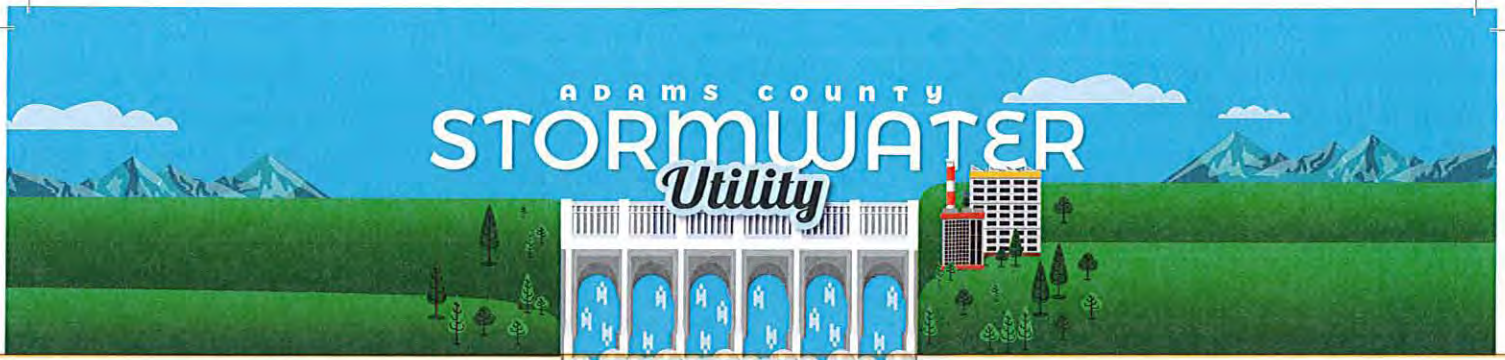
Pay online at www.adcogov.org/stormwater.
It's free, quick, and easy!

Save time and money on postage. You will need to enter your Customer Number. Payments are due by Friday, June 30.

New: Pay over the phone!

Call 1.800.487.4567. Tell the operator you need to pay Adams County, Transportation, Stormwater Utility in Colorado.





El Condado de Adams cobra una tarifa anual por Servicios de Drenaje Pluvial/ Alcantarillado Público. La tarifa cubre los gastos de diseño, construcción y mantenimiento de la red de drenaje pluvial de las propiedades ubicadas dentro del área de servicio. El mapa de servicio esta disponible en www.adcogov.org/stormwater

¿Qué es la red de drenaje pluvial?

La red de drenaje pluvial es una combinación de tuberías bajo tierra, alcantarillas, canales y lagunas, diseñadas para juntar y evacuar el agua de lluvia o deshielo.

¿Cual es la diferencia entre el drenaje pluvial y el cloacal?

El sistema pluvial junta y desagota drenajes exteriores directamente en arroyos y ríos locales. Este drenaje, a diferencia del drenaje interior sanitario, no pasa por la Planta de Tratamiento de Líquidos Cloacales.

¿Qué es una Descarga Ilícita?

Una descarga ilícita es cualquier descarga que no esta compuesta solamente por agua de lluvia. De acuerdo a la Ordenanza Número 11 sobre Descargas Ilícitas del Condado de Adams, es contra la ley que una persona derrame intencional, o accidentalmente sustancias líquidas o sólidas dentro del alcantarillado pluvial. Por ejemplo: lavar la pintura de pinceles en el cordón de la vereda donde la pintura y el agua residual entra al drenaje. La contaminación del agua de lluvia genera impactos tóxicos adversos para la vida acuática, las plantas, los animales y las personas. Por favor denuncie cualquier descarga no autorizada que entre al drenaje pluvial al: 720-523-6400 o por correo electrónico: swq@adcogov.org (llame al 911 si es una emergencia).

¿Sabía Usted?

Los dueños de propiedades no-incorporadas de Adams County ahora califican por un descuento del 5% en el seguro de inundaciones del Programa de Seguro de Inundación Nacional. Usted puede ahorrar dinero en pólizas de seguro de propiedades ubicadas en el Area Especial del Inundación de Riesgo emitidas o renovadas en, o a partir, del 1 de October del 2016. Este descuento es resultado tangible de las actividades implementadas por el Condado para proteger vidas y reducir el daño a la propiedad.

2017 Calendario de Eventos:

La disposición adecuada de residuos electrónicos, pintura, y químicos es vital para mantener limpios nuestros arroyos y ríos. Gracias por participar en estos eventos para hacer que el Condado de Adams sea cada vez más limpio y verde! Para registrarse u obtener más información sobre los eventos visite: www.adcogov.org/community-resources

4/1/17: Recolección de Residuos Electrónicos:

Adams County Regional Park, 9755 Henderson Rd, Brighton (9:30a.m.-2:30p.m.). Pequeños costos aplican

4/22/17: Recolección Gratuita de Pintura Vieja: Thornton IMC, 12450 Washington St, Thornton (9a.m.-2p.m.)

5/6/17: Recolección de Químicos del Hogar: Water World, 8801 North Pecos St, Federal Heights (9a.m.-3p.m.). \$25/auto

8/26/17: Recolección de Residuos Electrónicos: Thornton IMC, 12450 Washington St, Thornton (9:30a.m.-2:30p.m.). Pequeños costos aplican.

9/16/17: Recolección de Químicos del Hogar: Thornton IMC, 12450 Washington St, Thornton (9a.m.-3p.m.). \$25/auto

Octubre 2017 (fecha a confirmar) Recolección Gratuita de Pintura Vieja: en Eastern Adams County: 355 S. First St, Bennett

CONTACTENOS: 720.523.6400, swq@adcogov.org
www.adcogov.org/stormwater

Horarios: Lunes-Viernes: 8 a.m.-4:30 p.m.

Adams County Government Center, Stormwater Management
4430 S. Adams County Parkway, First Floor, Suite W2000B,
Brighton, CO 80601

Pague online
www.adcogov.org/stormwater. ¡Es gratis, rápido y fácil!
Ahorre tiempo y dinero en estampillas. Necesitará el
Número de Cliente.

Pague antes del 30 de Junio
Llame al 1.800.487.4567. Explique a la operadora que
necesita pagar la cuota de aguas de tormenta del
Departamento de Transporte de
Adams County, Colorado.



Urban Drainage and Flood Control District
2480 W 26th Ave, Suite 156-B
Denver, CO 80211

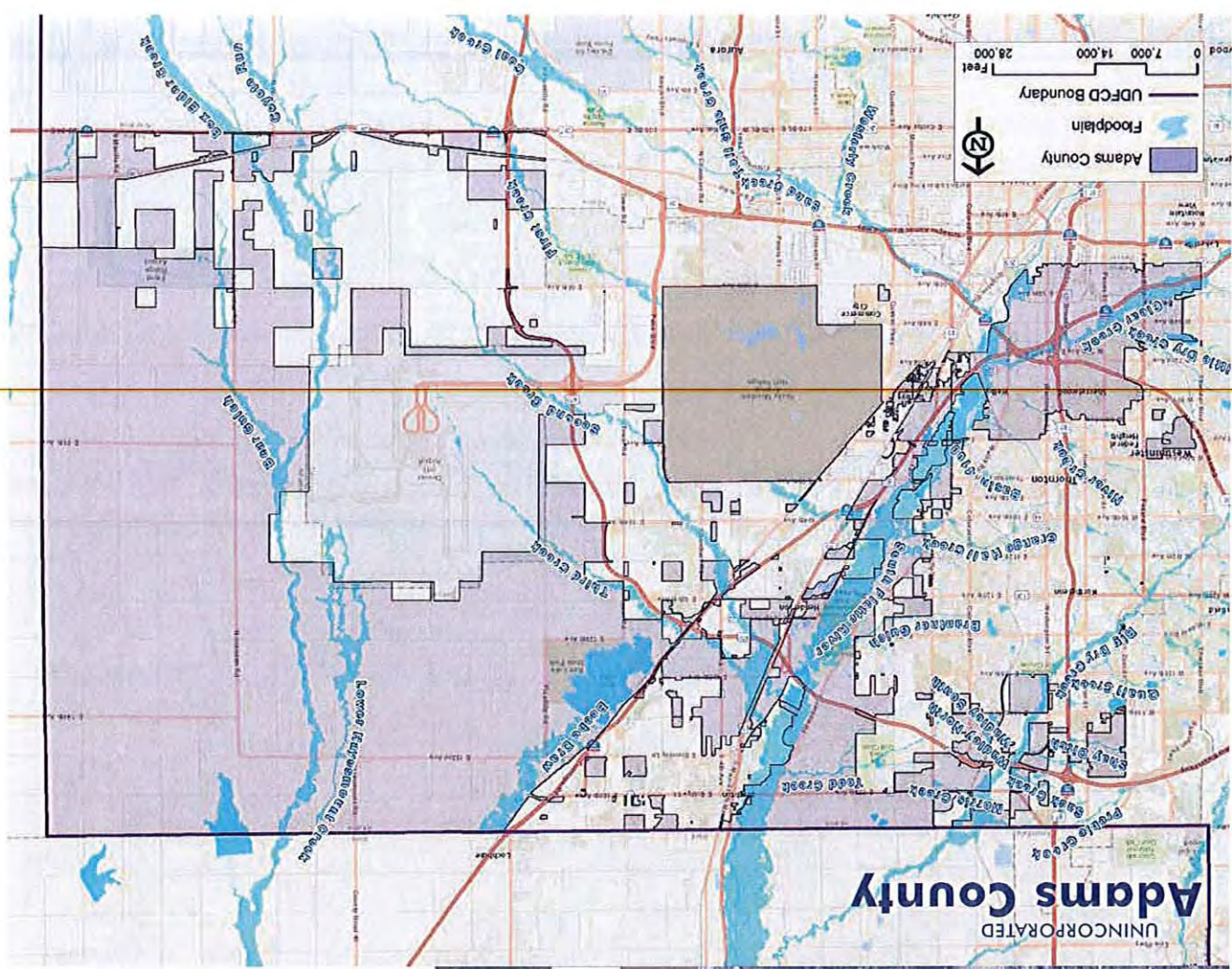


TENANTS: please share this flood risk information with your landlord or apartment manager

How close do you live to a floodplain?
Search your address at:
<http://udfcd.org/floodmap>



PRSPRT STD
U.S. POSTAGE PAID
DENVER, CO
PERMIT NO. 400



OFFICIAL NOTICE

Flood Hazard Information

UNINCORPORATED Adams County

Protect What Matters

Think about what your family and property means to you. Have you done everything you can to protect them?

Know Your Flood Risk Now!

Your property is located in or near an area that has a high flood risk.

It may be within or near either a Federal Emergency Management Agency (FEMA) regulated floodplain or a local regulatory floodplain. These are considered areas that have a 1% or greater chance of being flooded in any given year (a high risk of flooding) and are often referred to as the 100-year floodplain.

Contact Us Now If You Don't Know Your Flood Risk

For floodplain questions and recent floodplain changes near your property, contact your local Floodplain Contact:

Greg Labrie
glabrie@adcdogov.org
720-523-6824

Management:

Richard Atkins
ratkins@adcdogov.org
720-523-6602

For questions on preparing for an emergency, contact your Office of Emergency Management:

Learn about your risk, estimate premiums, and find an agent who can answer your flood insurance questions at: FloodSmart.gov

Major Streams Within Your Community

Bear 4100	Duport Drainage	Maric Creek	Sharp Fork
Bear Lake Drainage	Erie Run	Marion Run	Smith Pine Run
Bear Draw	Ford Creek	Marion Run	Thorn Creek
Big Dry Creek	Gorman Hill Creek	North Creek	Trail Creek
Box Elder Creek	Highland Lake Drainage	North Creek	Wagon Wash
Bramble Gulch	Highland Gulch	South Creek	Wright Gulch
Clear Creek	Little Dry Creek	South Creek	Wright Gulch
Coyote Run	Meloy Lake Drainage	South Creek	
		South Creek	
		South Creek	

2017

Special Flood Hazard Delineation Areas
Log of Walk-in and Telephone Map Information Inquiries

Date	Type	Name/Address	Panel	Zone	BFE	FUP Application Given	Checklist Given	Notes to include; insurance info given, depth of BFE, coastal A zone or CBRS, past flood or rep loss area, sensitive or wetland
1/23	T	Ed - Brantner Gulch				✓	✓	
1/23	T	Matthew Frye						
1/25	V	Jen Shi - Lowell Blvd		AE	✓	✓	✓	
1/25	L	Barb - COOT				✓	✓	No Rise Letter
2/13	T	Christina - E Colfax		AE				Advised not to build in Floodplain
2/13	T	Larry - 3148 W. 62nd AVE		AE	✓	✓	✓	Get Surveyor and apply for FUP
2/13	T	Louis - 88th & Dahlia		AE	✓	✓	✓	Need more information from applicant
2/22	T	Leo Parcel # 0121925217002		AE	✓	✓	✓	was told to get a Survey of property
2/22	T	Fernando Santillan II						
2/22	T	Greg Grant II						
3/2	T	Leroy Gallegos 30086 E 131st	300H	AE	✓			Review Elevation Certificate 5179?
3/2	T	Ricci Mangor 2300 Camanche 1002H						Issued Floodplain Map
5/15	T	Arnette Papich				✓	✓	Septic system in Floodplain
3/27	T	Don Flexner 13022 E 136th Ave		AE	✓	✓	✓	
3/29	T	Brian Quinlan		AE	✓	✓	✓	Solar Panels in Floodplain
4/5	L	John Cross 1006H		AE	✓			Applicant was told no development in Floodplain
4/6	T	Anne HC 7605 E. 104th Ave			✓			Answered specific submittal requirements
4/9	T	John Davis 1064 W. 154th			✓			Well Pad
4/19	T	Sterling Walker 152nd & Lark Bunting LN		AE	✓	✓	✓	Well pad for oil drilling
5/3	T	Scott Olson - 14500 E. 166th				✓	✓	wanted to know history on site
5/4	T	John Gallegos - 12406 Quince St	317H	AE	✓	✓	✓	Want to build an accessory structure
5/15	L	M. Thullo - 14570 Brighton Rd	0329H	A		✓	✓	A BFE was determined from FHAD 5001 MS
5/18	W	Tracy Lucero - 14802 Madison		A		✓	✓	Checklist was issued with explanation
5/18	T	Mary Inghirada 14887 Madison		A	✓	✓	✓	Elevation Certificate Required
6/9	T	Bruce Davis 30341 E. 136th Ave						
6/12	T	Rob - 2511 W. 65th Place						Not in Floodplain
6/20	T	Leroy -				✓	✓	Wanted to know how to Floodproof
6/23	T	Richard Mayo 69th & Sheridan				✓	✓	Bldg a Boat Dock
6/27	T	Jerry Calabrese 56th & Lowell						Clear Creek study - (status)

Codes: W-walk in; T- telephone request; L- letter or email request; H- gave handout; V- told verbally; N/A- not applicable; CBRS - Coastal Barrier Resource System

**ORDINANCE NO. 11 CONCERNING ILLICIT DISCHARGES TO THE PUBLIC STORM
DRAINAGE SYSTEM OR WATERS OF THE STATE OF COLORADO WITHIN
UNINCORPORATED ADAMS COUNTY**

Resolution 2017-471

WHEREAS, Adams County ("County") is required by state and federal law, and as a condition of its State of Colorado Municipal Separate Storm Sewer System discharge permit, to establish by Ordinance methods for controlling the introduction of pollutants into the storm drainage system, in order to protect and enhance the water quality of the state's watercourses, water bodies and wetlands in a manner pursuant to and consistent with the provisions of the Federal Water Pollution Control Act, 33 U.S.C. 1251 *et seq.*, as amended, the Colorado Water Quality Control Act, § 25-8-101 *et seq.*, C.R.S., as amended; and,

WHEREAS, the County is empowered by § 30-15-401(11), C.R.S., to adopt a stormwater ordinance to develop, implement, and enforce the stormwater management program required by its Municipal Separate Storm Sewer System ("MS4") Permit; and,

WHEREAS, §18-4-511, C.R.S., makes it a crime to place any pollutant whether solid or liquid into any body of water or watercourse; and,

WHEREAS, Colorado law empowers the Board of County Commissioners ("Board") to do all acts and make all regulations regarding health, safety, and welfare issues as prescribed by law, including the authority to restrain, fine, and punish persons for polluting the environment, dumping trash, junk and garbage, discharging construction site waste and tracking sediment on public or private property that drains to the storm drainage system or watercourses; and,

WHEREAS, §16-13-305(1)(e), C.R.S., makes any unlawful pollution or contamination of any surface or subsurface waters in this state a Class 3 public nuisance; and,

WHEREAS, the Board wishes to repeal the previous version of Ordinance No. 11 adopted on March 14, 2012, and, simultaneous with this repeal, to adopt this current version of Ordinance No. 11; and,

WHEREAS, the Board wishes to comply with federal and state laws in order to protect the health, safety, and general welfare of the citizens of Adams County through the regulation of non-stormwater discharges to the storm drainage system.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of the County of Adams, State of Colorado, that the March 14, 2012 version of Ordinance No. 11 is repealed, and the Board hereby enacts Ordinance No. 11, Concerning Illicit Discharges to the Public Storm Drainage System or Waters of the State of Colorado Within Unincorporated Adams County, as more fully set forth below, for the protection of the environment and public health and safety, because introducing pollutants to stormwater constitutes a threat to the environment and citizens of Adams County.

SECTION 1. PURPOSE AND INTENT

The objectives of this Ordinance are:

To prevent, regulate, and remedy the release of pollutants to the MS4 within unincorporated Adams County from stormwater discharges;

To prohibit illicit connections and illicit discharges to the MS4;

To establish procedures through inspections and enforcement in order to detect, trace and eliminate illicit discharges necessary to ensure compliance with this Ordinance and the County's MS4 permit; and,

To promote public awareness of the hazards involved from the improper discharge of trash, yard waste, lawn chemicals, pet waste, wastewater, grease, oil, antifreeze, petroleum products, cleaning products, paint products, hazardous waste, sediment and all other pollutants into the MS4.

SECTION 2. DEFINITIONS

For the purposes of this Ordinance, the following shall mean:

"Authorized enforcement agency" means Adams County Public Works, unless specified otherwise.

"Best Management Practices (BMPs)" means a technique, process, activity, schedule of activities, control measures, structures, prohibitions of practices, maintenance procedures, and other management practices utilized to prevent, reduce, or eliminate pollution or degradation of Waters of the State to the maximum extent practicable based on available technology and economically practicable solutions that are achievable in light of best industry practices. BMPs can be structural (engineered structures designed to treat runoff) or non-structural (source control practices). BMPs can also be temporary or permanent. Examples include, but are not limited to, silt fence, erosion blankets, extended detention basins, operation and maintenance procedures, and practices to control: site runoff, spills, sludge or waste disposal, and drainage from raw material storage. BMPs must be selected for the specific activity and applicable pollutant source, must be designed, installed, and implemented prior to the start of the activity, must control potential pollutants, and must be maintained in effective operating condition in accordance with good engineering, hydrologic, and pollution control practices.

"Construction activity" means any ground surface land disturbing activity associated with construction that occurs from initial ground breaking to final stabilization, regardless of ownership of the construction activities. Construction activities include, but are not limited to; clearing, grading, excavation, demolition, utility work, paving, building, stockpiling of fill materials, and installation of new or improved roads and access roads, haul roads, staging areas, and borrow areas. Construction activities also include repaving activities where underlying or surrounding soil is exposed, grading or excavating as part of the repaving operation, and activities to conduct repairs or replacements that are not part of regular and routine maintenance. A construction activity does not include routine maintenance performed to maintain original line grade, hydraulic capacity, or the original purpose of the facility.

"Colorado Discharge Permit System" (CDPS) means the State of Colorado's system of permitting discharges (e.g., stormwater, wastewater) to Waters of the State, which corresponds to the federal National Pollutant Discharge Elimination System (NPDES) permits under the federal Clean Water Act.

"Department" means Adams County Public Works, unless otherwise specified.

“Director” means the Director of Public Works, unless otherwise specified.

“Erosion and Sediment Control Plan (ESCP)” may also be known as “Stormwater Management Plan” (SWMP) by the State of Colorado or “Stormwater Pollution Prevention Plan” (SWPPP) for construction activities by the United States Environmental Protection Agency (EPA). The ESCP is a detailed written plan required by the Adams County Development Standards and Regulations in order to obtain a Stormwater Quality Permit. The ESCP identifies measures that will be implemented to control erosion, prevent sediment from traveling outside the construction site’s permitted area, and minimize the discharge of pollutants in stormwater from the commencement of construction activities until Final Stabilization is achieved.

“Hazardous Material/Waste” means any material, substance, waste, or combination thereof, which because of its quantity, concentration, physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

“Illicit/illegal discharge” means any direct or indirect non-stormwater discharge to the storm drainage system as defined in Section 5 of this Ordinance, Discharge Prohibitions, Exemptions and Requirements.

“Illicit connection” means either of the following:

- a. Any drain or conveyance, whether on the surface or subsurface, that allows an illicit discharge to enter the storm drainage system, including but not limited to, any conveyance that allows any non-stormwater discharge such as sewage, process wastewater, and wash water to enter the storm drainage system, and any connection to the storm drainage system from indoor drains, contaminated sump pump discharge and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency; or
- b. Any drain or conveyance connected from a commercial or industrial land use to the storm drainage system that has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

“Municipal Separate Storm Sewer System (MS4)” also referred to as a storm drainage system, means a public conveyance or system of conveyances owned by the County, which discharge to Waters of the State, and is designed or used for collecting or conveying stormwater. The MS4 is not a combined sewer, and is not part of a Publicly Owned Treatment Works (POTW). Examples include, but are not limited to, roads with drainage systems, roadside ditches, curbs, gutters, ditches, man-made channels, catch basins, municipal streets, storm drainage facilities (detention or retention ponds), storm sewer infrastructure (pipes, manholes, culverts, inlets/drains), and conveyances that are owned or operated by the County through agreement, contract, direct ownership, easement or right-of-way and are for the purpose of managing floodplains, stream banks and channels.

“National Pollutant Discharge Elimination System (NPDES) Discharge Permit” means a permit issued by the Environmental Protection Agency (or by the State under authority delegated pursuant to 33 USC § 1342(b), in the form of the Colorado Discharge Permit System - CDPS) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

“Non-Stormwater discharge” means any discharge to the storm drainage system that is not composed entirely of stormwater.

“Notice of Violation (NOV)” means an administrative order directing a person or entity to comply with the provisions of this Ordinance. Such order may include a compliance schedule directing specific actions to be completed by the person or entity within a specific follow-up inspection time period.

“Notice of Violation, Compliance Schedule” means an enforceable schedule included in the Notice of Violation specifying a date or dates by which the Director must re-inspect to ensure compliance with a standard, requirement, prohibition or limitation.

“Person” means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

“Pollutant” means anything that causes or contributes to pollution. Pollutants may include, but are not limited to: any dredged spoil, dirt, slurry, solid waste, incinerator residue, sewage, sewage sludge, sediment, trash, chemical waste, biological nutrient, biological material, radioactive material, heat, wrecked or discharged equipment, rock, sand, or any industrial, municipal or agriculture waste, paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes; yard wastes including grass clippings and leaves; refuse, rubbish, garbage, litter, or other discarded or abandoned objects; accumulations that may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; pet wastes; wastes and residues that result from constructing a building or structure, concrete washout waste; wastes and residues that result from mobile washing operations; noxious or offensive matter of any kind; and any soil, mulch, rock, or other type of landscaping material.

“Pollution” is a man-made, man-induced, or natural alteration of the physical, chemical, biological and radiological integrity of water. Pollution includes the presence of any foreign substance (organic or inorganic) in water or wastewater that in sufficient concentration tends to degrade its quality so as to constitute a hazard or impair the usefulness or quality of the water to a degree that may not create an actual hazard to the public health but that does adversely and unreasonably affect such waters for their designated use.

“Potable water” means any water that, according to recognized standards, is safe for human consumption.

“Premises” means any building, lot, parcel of land, or portion of land whether improved or unimproved, including adjacent sidewalks and parking strips.

“Stormwater” means precipitation-induced surface runoff. Stormwater is any surface flow, runoff, or drainage occurring during or following any form of natural precipitation event resulting from, and consisting entirely of, water from natural precipitation events.

“Stormwater Quality (SWQ) Permit” means a permit issued by the County for certain construction sites. The SWQ Permit, when required by the County's Development Standards and Regulations, is in addition to, and does not replace the State CDPS Stormwater Discharge Permit for Construction Activities.

“Threatened illicit discharge” means a condition creating a substantial probability of harm, when the probability and potential extent of harm make it reasonably necessary to take immediate action to prevent, reduce or mitigate damages to persons, property or natural resources. Examples of threatened illicit discharges include, but are not limited to:

- 1) Pollutants placed outdoors without secondary containment are considered to be threatening discharges unless they are actively being collected and properly disposed of.
- 2) Lack of installation or maintenance of construction BMPs.
- 3) Lack of maintenance of post-construction BMPs.

“Total Maximum Daily Load (TMDL)” is a calculation of the maximum amount of a pollutant that a body of water can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. A TMDL includes Waste Load Allocations (WLAs), Load Allocations (LAs), and must include a margin of safety (MOS), and account for seasonal variations. (Refer to Section 303(d) of the Clean Water Act and 40 C.F.R. 130.2 and 130.7).

“Watercourse” means a natural or artificial channel through which stormwater or surface waters can flow, either regularly or infrequently.

“Waters of the State of Colorado (Waters of the State)” means any and all surface and subsurface waters that are contained in or flow in or through the State of Colorado, including, but not limited to, streams, lakes, rivers, ponds, wells, impounding reservoirs, watercourses, water courses that are usually dry, springs, drainage systems, and irrigation systems, all sources of water such as snow, ice, and glaciers; and all other bodies or accumulations of water, surface and underground, natural or artificial, public or private, located wholly or partially within or bordering upon this state and within the jurisdiction of this state. This does not include waters in sewerage systems, waters in treatment works of disposal systems, waters in potable water distribution systems, and all water withdrawn for use, until use and treatment have been completed.

SECTION 3. APPLICABILITY

This Ordinance shall apply to anything that is not rainwater that enters, or that may enter unincorporated Adams County's storm drainage system, unless explicitly exempted by this Ordinance. The standards set forth herein and promulgated pursuant to this Ordinance are minimum standards; therefore, this Ordinance does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

SECTION 4. RESPONSIBILITY FOR ADMINISTRATION

- A. The Director or Director's designee shall administer, implement and perform inspections for the enforcement of this Ordinance and may inspect within unincorporated Adams County for causes of violations of this Ordinance. The Director, the Stormwater Coordinator, or any other County personnel designated by the Director may enforce this Ordinance and issue citations or summonses for violations of this Ordinance.
- B. Any powers granted or duties imposed upon the Department may be delegated in writing by the Director acting for and on behalf of the County.

SECTION 5. DISCHARGE PROHIBITIONS, EXEMPTIONS AND REQUIREMENTS

A. Prohibition of Illicit Discharges

- 1) No person shall discharge or cause to be discharged into the storm drainage system or watercourses any pollutants or waters containing any pollutants that cause or contribute to a violation of applicable Water Quality Standards, or Total Maximum Daily Load (TMDL), other than stormwater.
- 2) It shall be unlawful to cause pollutants to be deposited in such a manner or location as to constitute a threatened illicit discharge into the storm drainage system or Waters of the State.

B. Prohibition of Illicit Connections

- 1) The construction, use, maintenance or continued existence of illicit connections to the storm drainage system is prohibited.
- 2) This prohibition expressly includes, without limitation, illicit connections made prior the effective date of this Ordinance, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

C. Exemptions

The commencement, conduct or continuance of any illicit discharge to the storm drainage system is prohibited except as described as follows:

- 1) The following non-stormwater discharges are exempt from the discharge prohibitions established by this Ordinance when managed according to County regulations:
 - a. Discharges from potable water sources, including waterline flushing, in accordance with CDPHE Water Quality Control Division's Low Risk Policy Discharge Guidance for Potable Water as amended. Potable water shall not be used in any other additional process such as, but not limited to, any type of washing, heat exchange, manufacturing, or hydrostatic testing of pipelines not associated with treated water distribution systems;
 - b. Uncontaminated pumped groundwater, not including construction dewatering systems;
 - c. Landscape irrigation and lawn watering;
 - d. Irrigation return flow;
 - e. Springs;
 - f. Rising groundwater;
 - g. Air conditioning condensation;
 - h. Uncontaminated water from crawl space pumps;
 - i. Individual residential car washing;
 - j. Foundation drains;
 - k. Roof drains;
 - l. Footing drains;
 - m. Dechlorinated swimming pool discharges in accordance with CDPHE Water Quality Control Division's Low Risk Policy Discharge Guidance: Swimming Pools;
 - n. Diverted stream flows;
 - o. Dye testing, in accordance with the manufacturer's recommendations and provided that notification is given to the Director prior to the test;
 - p. Flow from natural riparian habitats and wetlands;
 - q. Uncontaminated groundwater infiltration (not including construction dewatering systems);
 - r. Water incidental to street sweeping (including associated sidewalks and medians) not associated with construction;
 - s. Discharges resulting from emergency fire fighting activities;
 - t. Emergency utility repairs and emergency situations that pose imminent threat to life or property; and,
 - u. Discharges that are in accordance with the CDPHE Water Quality Control Division's Low Risk Policy Discharge Guidance documents or other policies and guidance documents where the Division has stated that it will not pursue permit coverage or enforcement for specified point source discharges.
- 2) Agricultural stormwater run-off or irrigation discharges

- 3) Permitted discharges with an NPDES or CDPS permit, waiver or waste discharge order issued to the discharger and administered under the authority of the Environmental Protection Agency or Colorado Department of Public Health and Environment as being necessary to protect public health and safety, provided that the discharger is in full compliance with all requirements of the permit, waiver or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drainage system.

D. Watercourse Protection

Every person owning, leasing or otherwise occupying property through which a watercourse passes shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, animal waste excluding agricultural practices specifically exempted in Section 5.C.2, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner, lessee or tenant shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

SECTION 6. SUSPENSION OF MS4 ACCESS

Suspension Order Due to Illicit Discharges in Emergency Situations

The Director may inspect, and without prior notice, issue an order to suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge that presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or State Waters. If the violator fails to comply with a suspension order issued in an emergency, the Director may take such steps as deemed necessary to eliminate, prevent or minimize damage to the MS4, Waters of the State, or the public.

Suspension Order Due to Non-Compliance, Non-emergency Situations

Any person discharging to the MS4 in violation of this Ordinance may have its MS4 access suspended or terminated if such suspension or termination would abate or reduce an illicit discharge. The Director shall notify a violator of the proposed suspension or termination of its MS4 access. A person commits a violation of this Ordinance if the person reinstates MS4 access to premises terminated without the prior approval of the Director.

SECTION 7. PERMIT COMPLIANCE

Any person subject to a mining, landfill, industrial or construction activity that holds a Federal NPDES, State CDPS or County Stormwater Quality (SWQ) Permit for stormwater discharges shall comply with all provisions of the applicable permit. Proof of compliance with applicable permits is required in a form acceptable to the Director upon request.

SECTION 8. ACCESS AND INSPECTION OF PROPERTIES AND FACILITIES

Applicability

Inspection access for purposes of enforcing this Ordinance shall apply to all properties located within unincorporated Adams County.

Access

The Director, the Stormwater Coordinator, and/or the Director's designee shall be allowed to enter and inspect properties and facilities subject to the regulations of this Ordinance as often as may be necessary to determine compliance with this Ordinance. If security measures are in force requiring proper

identification and clearance before entry into a premise, the necessary arrangements shall be made to allow access to the Director, the Stormwater Coordinator, and/or the Director's designee.

Property owners and/or facility operators; including all Federal NPDES, State CDPS or County SWQ Permit holders, shall allow the Director, the Stormwater Coordinator, or the Director's designee access to all parts of the premises for the purposes of inspection, sampling, performing an examination and any additional duties the Director determines are necessary to ensure compliance with this Ordinance, including providing copies of records that must be kept under the conditions of a NPDES, CDPS and/or Adams County SWQ Permit.

The Director shall have the right to install on public or private property monitoring or sampling devices that are necessary, in the opinion of the Director, to conduct monitoring and/or sampling of the property or facility's stormwater discharge.

The Director may require the placement or installation of monitoring or sampling equipment as the Director deems necessary. The property or facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition at the operator, owner, lessee, or tenant expense. All devices used to measure stormwater flow and quality shall be calibrated by the operator, owner, lessee, or tenant to ensure their accuracy and evidence thereof shall be provided to the Director upon request.

Any temporary or permanent obstruction to safe and easy access to the premises shall be promptly removed by the operator, owner, lessee, or tenant at the request of the Director and shall not be replaced. The costs of clearing such access shall be borne solely and completely by the property/facility operator, owner, lessee, or tenant.

Unreasonable delay in allowing the Director, Stormwater Coordinator, and/or Director's designee access to a property or facility is a violation of this Ordinance. If the Director, Stormwater Coordinator, and/or Director's designee has been denied access to any part of the premises from which stormwater is discharged, and the Director and/or Director's designee is able to demonstrate probable cause to believe that there may be a violation of this Ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this Ordinance or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the Director may seek issuance of an administrative entry and seizure warrant from any court of competent jurisdiction.

SECTION 9. PREVENTION, CONTROL, AND REDUCTION OF STORMWATER POLLUTANTS BY THE USE OF BEST MANAGEMENT PRACTICES

The Director may provide for and compel the abatement of any condition that causes or contributes to a violation of this Ordinance or Adams County Development Standards and Regulations pertaining to stormwater. The Director may require Best Management Practices for any activity that may cause or contribute to pollution or contamination of stormwater, the storm drainage system, or Waters of the State.

The owner, operator, lessee, or tenant, at its own expense, shall provide reasonable protection from accidental or intentional discharge of prohibited materials or other wastes into the storm drainage system or watercourses through the use of structural and non-structural, temporary and permanent BMPs. Further, any person responsible for a property or premises which is, or may be, the source of an illicit discharge may be required, at its own expense, to properly clean up the pollutant and implement additional temporary and/or permanent, structural and/or non-structural BMPs to prevent further discharge of pollutants to the storm drainage system. These BMPs, when applicable, shall be part of an

Erosion and Sediment Control Plan (ESCP) and/or Stormwater Management Plan (SWMP) as necessary for compliance with the requirements of the County's Development Standards and Regulations pertaining to stormwater and/or the State's CDPS stormwater discharge permit related to construction activities, including the property owner's Operation & Maintenance Manual for permanent post-construction BMP maintenance.

SECTION 10. NOTIFICATION OF SPILLS

Notwithstanding other requirements of law, as soon as any person responsible for a property or premises, or responsible for emergency response for such premises, has information of any known or suspected release of materials that is resulting, or may result, in an illicit discharge into the storm drainage system, the MS4, or Waters of the State, that person shall take all necessary steps to ensure the discovery, containment, and cleanup of the known or suspected release. In the event of a release of hazardous material or hazardous waste, emergency response agencies shall be immediately notified of the occurrence via emergency dispatch services. In the event of a release of hazardous or non-hazardous material/waste, the Director shall be notified immediately of the discovery of the illicit discharge, but no later than the next business day.

SECTION 11. ABATEMENT OF ILLICIT DISCHARGE(S)

In addition to any other remedies available, when the Director determines that a violation of this Ordinance or the County's Development Standards and Regulations pertaining to stormwater exists at a property, the violation(s) shall be remedied or abated pursuant to the following procedures:

- A. Notice of Violation. Where there is a violation of this Ordinance or the County's Development Standards and Regulations pertaining to stormwater, and the property owner, operator, lessee or tenant fails to cure said violation, the County may issue a Notice of Violation by mail or by personal delivery to the property owner of record as shown in the records of the County Assessor. A copy of the same notice shall be sent to the "occupant" of the property if the property address and the owner's mailing address differ. Said notice(s) shall advise the recipient of the following:
 - 1) the nature of the violation,
 - 2) a demand that the violation be abated immediately, which shall be presumed to be within 10 days of the date of the notice,
 - 3) that if the cause(s) of violation is not abated and/or restoration of the affected property is not completed by the established deadline, the Director may apply without further notice for an administrative entry and seizure warrant from the appropriate court to enter the property for the abatement of the cause(s) of the violation and the costs of the abatement may become a lien against the property from which the cause(s) of violation has been abated.
 - 4) Additionally, such Notice of Violation may require without limitation:
 - a. The performance of monitoring, analysis and reporting;
 - b. The elimination or removal of the illicit discharge or connection;
 - c. That violating discharges, practices or operations cease immediately;
 - d. The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;
 - e. Reimbursement of costs incurred by the County for remediating the violation; and,
 - f. The implementation of source control, monitoring and/or treatment BMPs.

- B. Warrant. In the event that the recipient(s) of the Notice of Violation referred to in Section 11.A., fails to abate the violation by the prescribed deadline, then the Director may apply for an administrative entry and seizure warrant by affidavit from the appropriate court. The warrant may allow the County, or the County's contracted company, to enter the property and perform the work needed to abate said violation. To apply for an administrative entry and seizure warrant, the Director shall present to the appropriate court the following documentation:
- 1) Copy of this Ordinance,
 - 2) Sworn or affirmed affidavit stating the factual basis for such warrant,
 - 3) Evidence that the property owner has received notice of the violation and has failed to abate the violation within the reasonable prescribed period set forth in the notice of violation,
 - 4) General description of the location of the property that is the subject of the warrant, and
 - 5) General list of corrective actions needed.
- C. Execution of Warrant. Within ten (10) days following the date of the issuance of the administrative warrant, the Director shall:
- 1) Execute such warrant in accordance with the directions of the issuing court,
 - 2) Provide or mail a copy of such warrant to the property owner, and
 - 3) Submit proof of the execution of such warrant, including a written inventory of any property impounded, to the Court.
- D. Nothing in this Ordinance shall be construed as limiting the County's ability to abate without a warrant a violation of this Ordinance or the County's Development Standards and Regulations pertaining to stormwater where such abatement occurs within the public right-of-way, County owned property, or private property upon which the County holds an easement.

SECTION 12. ASSESSMENT AND COLLECTION OF COSTS

- A. Invoice. When the County performs an abatement pursuant to the terms of this Ordinance the whole cost of the abatement, including five percent for inspection and other incidental costs in connection therewith, shall become an assessment upon the property from which such condition has been abated or remediated. The County shall keep a written record of all such costs and shall send a written invoice of said costs to the property owner. The invoice must be paid within 60 days of issuance.
- B. Certification to Treasurer's Office/Lien. In case such assessment is not paid within 60 days of invoice issuance, the amount may be recorded as a lien against the property upon which the abatement occurred and/or may be certified by the County Clerk and Recorder to the County Treasurer, who shall collect the assessment, together with a ten percent penalty for the cost of collection, in the same manner as other property taxes are collected. The laws of Colorado applicable to assessment and collection of general taxes, including the laws for the sale and redemption of property for taxes, shall apply to the collections of assessments pursuant to this Ordinance.

SECTION 13. VIOLATIONS, ENFORCEMENT AND PENALTIES

Criminal Prosecution

Any person that has violated or continues to violate this Ordinance may be subject to criminal prosecution, including criminal penalties authorized pursuant to § 30-15-402, C.R.S, as amended. Each day a property is in violation of this Ordinance shall constitute a separate violation. The procedure set forth in § 16-2-201, C.R.S., as amended, may be followed by the arresting officer.

Pursuant to § 30-15-402, C.R.S., there shall be a graduated fine schedule for repeat offenses by the same individual, as follows:

Second offense: minimum fine of \$500 per day of offense.

Third and subsequent offenses: minimum fine of \$750 per day of offense.

Violations Deemed a Public Nuisance

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance is a threat to public or environmental health, safety, and welfare, and is declared and deemed a nuisance, and the County may pursue its public nuisance remedies against the property owner.

Remedies Not Exclusive

The remedies listed in this Ordinance are not exclusive of any other remedies available under any applicable federal, state or local law, and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

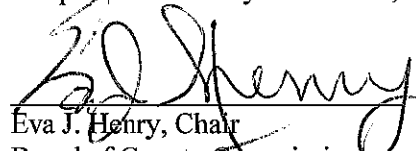
SECTION 14. SEVERABILITY

If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 15. EFFECTIVE DATE

This amended ordinance shall take effect thirty (30) days after the final publication of its adoption by the Board.

Adopted this 10th day of October, 2017.



Eva J. Henry, Chair
Board of County Commissioners
Adams County, Colorado

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

Henry _____	Aye
Tedesco _____	Aye
O'Dorisio _____	Aye
Hansen _____	Aye
Hodge _____	Aye
Commissioners	

CERTIFICATE OF ATTESTATION

STATE OF COLORADO)
County of Adams)

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

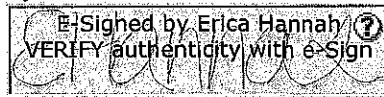
The foregoing text is the authentic text of Adams County Ordinance No. 11. The first reading of said Ordinance took place on September 12, 2017, at a regular Board of County Commissioners meeting. It was published in full in a newspaper of general circulation at least ten days before its adoption; to wit, in The Denver Post on September 17, 2017. The Ordinance was adopted on second reading at a regular Board of County Commissioners meeting on October 10, 2017, and shall become effective on November 13, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 10th day of October, 2017.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Stan Martin:



By:



Deputy

CHAPTER 9—STORM DRAINAGE DESIGN AND STORMWATER QUALITY REGULATIONS

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Chapter 9—STORM DRAINAGE DESIGN AND STORMWATER QUALITY REGULATIONS

This Chapter presents the storm drainage design and technical criteria for storm drainage facilities. Applications for various types of land use applications such as subdivision plats, conditional use permits that include development, phased multi-year build outs, and commercial/industrial building permits submitted for County approval will require storm drainage system analysis and appropriate drainage system design. The following information should be viewed as minimum requirements. Changes to these standards must receive prior written approval from the County.

9-01 STORM DRAINAGE DESIGN AND TECHNICAL CRITERIA

9-01-01 GENERAL

The County adopted the following design standards, criteria, and policies for all storm drainage management and should be used in the design and analysis of all storm drainage facilities. The County reserves the right to issue and enforce more stringent criteria should adverse conditions exist. Also, occasions may arise where the minimum standards presented within this Chapter are either inappropriate or cannot be justified economically. In these special cases, the County may issue administrative relief. All designs that vary from the standards and criteria presented in this Chapter, shall obtain approval from the Director of the Public Works Department prior to completing construction plans and/or analysis reports.

The provisions for adequate drainage are necessary to preserve and promote the general health, welfare, and economic well being of the region. Drainage is a regional feature that affects all governmental jurisdictions and all parcels of property. When planning drainage facilities, the following policies and criteria are to be used in directing your effort.

Standards and technical criteria not specifically addressed in this Section shall follow the provisions of the Urban Drainage and Flood Control District (UDFCD) “Urban Storm Drainage Criteria Manual” (Manual, or referred to as Volume 1, 2, or 3), as amended. In addition, the engineer should refer to the Colorado Department of Transportation Standard Plans, as amended, for additional design details not covered in this Chapter.

9-01-02 REQUIRED DESIGN SUBMITTALS

Drainage Plans submitted to the County for review shall contain a detailed hydrologic analysis and comprehensive drainage design in accordance with these criteria and other applicable standards (local, state, and federal). Prior to receiving approval, the final Drainage Plans must be sealed and signed by a Colorado Registered Professional Engineer who has extensive knowledge of the project being submitted for review.

Drawings submitted without being signed and sealed by a party not responsible for the work will not be reviewed.

All preliminary and final drainage plans and reports shall include certification statements regarding engineered plans and construction. Copies of these certification statements are included in the Appendices of these regulations.

Table 9.1 presents the minimum level of storm drainage study to be prepared and submitted to the County for approval. Based on the application and size of the project being submitted, the level of analysis and design detail required varies and can be determined by the checklist (see Appendices) in the application package and/or by contacting the County. All required information is to be submitted for County review prior to receiving an approved application or permit. Applicants are encouraged to prepare the required submittals with as much detail as possible to minimize possible confusion and reduce overall processing time. Should there be questions regarding the required submittals, please contact the County.

Table 9.1—Level of Storm Drainage Study

Type of Application	Expected Increase in Impervious Area	Level of Storm Drainage Study (SDS) & Plan
Commercial/Industrial Building Permits, Apartment/Condominium/Town home Complexes	3,000-10,000 square feet	Level 2 – SDS
	>10,000 square feet	Level 3 – SDS
Residential Plats and/or Planned Unit Developments	500-3,000 square feet	Level 1 – SDS
	3,000-10,000 square feet	Level 2 – SDS
	>10,000 square feet	Level 3 – SDS
All Other Plats and/or Planned Unit Developments	3,000-10,000 square feet	Level 2 – SDS
	>10,000 square feet	Level 3 – SDS
Multi-year build out developments	N/A	Develop a Master SDS for the full build out and updated prior to each filing.
Change-in-materials Application	500-3,000 square feet	Level 1 – SDS
	3,000-10,000 square feet	Level 2 – SDS
	>10,000 square feet	Level 3 – SDS
<p>The County may impose an SDS (also referred to as a Grading and Drainage Plan) for any type of application if it is determined the new drainage will have significant impacts on adjacent properties.</p> <p>The County may grant administrative relief from the criteria, if the nature of the work applied for meets the intent of these standards and specifications. Such relief shall be based upon technical justification, sealed by a Colorado Registered Professional Engineer, submitted with the SDS. Such relief may not include installation of post-construction BMPs as required under Section 9-04 Post-construction Run-off Regulations.</p>		

9-01-03 POLICIES AND GENERAL REQUIREMENTS

9-01-03-01 SPACE PLANNING

Stormwater drainage facilities serve conveyance, water quality and storage functions for management of stormwater. When a channel is planned as a conveyance feature, an outlet as well as downstream storage structure is required. Therefore, during the review process and prior to approval, the County will require the submission of all appropriate information to insure:

- 1) Adequate space is properly allocated for drainage facilities,
- 2) There are no conflicts with other land uses that result in downstream water damage or impairment of runoff from upstream properties,
- 3) There is no impairment with the functionality of other urban systems.

9-01-03-02 MULTI-USE RESOURCE

Stormwater runoff is an urban resource and potentially has many beneficial uses. However, runoff is a limited resource; quality aspects of the water become important and should be planned for in the design of storm drainage management facilities. Therefore, during the review process and prior to approval, the County will encourage stormwater runoff to be considered as a multi-use resource and require a reflection of this philosophy in all submitted designs.

9-01-03-03 WATER RIGHTS

The Developer is responsible to ensure that water rights are not impacted as a result of a proposed project.

9-01-03-04 REGISTRATION OF STORM DRAINAGE FACILITIES

All flood control drainage facilities that detain stormwater must be registered on the State-wide Notification Compliance Portal (SNCP). It is the responsibility of the Engineer of Record to register the drainage facility on the SNCP. The drainage facility must be registered on the SNCP when the facility becomes operational and prior to the engineer of record submitting the final facility's drainage certification to the County. The County is required by the State of Colorado to verify the registration of the drainage facility within 30 days of posting.

9-01-03-05 IRRIGATION DITCH CROSSINGS

Various privately owned irrigation ditches and canals traverse the County. It is the policy of the County that irrigation ditches are not acceptable as drainage recipients or as part of a drainage plan. However, they may be considered under special circumstances when all other options do not provide a solution. Any development which proposes the use of these facilities for surface drainage or makes any modifications to the existing topography which alters and/or affects drainage patterns to the ditch, must receive written approval from the appropriate ditch owner prior to submitting said project application to the County.

9-01-03-06 JURISDICTIONAL BOUNDARIES

Since drainage considerations and problems are regional in nature, and do not respect jurisdictional boundaries, the County will emphasize regional cooperation in all submitted designs.

9-01-03-07 BASIN TRANSFER

Colorado drainage law recognizes the difficulties of transferring the burden of managing storm drainage from one location or property to another. Liability

questions may also arise when the historic drainage is altered. Therefore, during the review process and prior to approval, the County will discourage the diversion of storm runoff from one basin to another unless specific and/or prudent reasons justify such a transfer. In such cases the proponent will need to demonstrate and provide facilities to insure no increase in flood damage potential from any level of runoff event.

9-01-03-08 MASTER DRAINAGE PLAN

Drainage boundaries are non-jurisdictional and regional cooperation is required to receive approval for all new development or re-development projects. Therefore, the County has and will continue to participate in future regional master drainage plans to define the major drainageway facilities. Potential fees may be imposed to cover the cost of master drainage plan preparation in unplanned basins being proposed for new development and/or redevelopment.

Whenever a master drainage plan exists, its recommendations shall be followed to the maximum extent possible.

9-01-03-09 PUBLIC IMPROVEMENTS

During the review process and prior to approval, the County may require that new development and/or redevelopment projects participate in public improvements proposed in developed drainage reports and construction plans, and master plans for both local drainage systems (i.e., curb and gutter, inlets and storm sewers, culverts, bridges, swales, ditches, channels, detention areas, and other drainage facilities within the development) and major drainageway systems (i.e., channels, storm sewers, bridges, detention areas, and other facilities serving more than the subdivision or property in question).

9-01-03-10 FLOODPLAIN MANAGEMENT

As part of its zoning resolutions, the County has adopted floodplain regulations necessary to preserve and promote the general health, welfare, and economic well being of the region. The general purposes of floodplain regulations are summarized as follows:

- 1) To reduce the hazard of floods to life and property;
- 2) To protect and preserve hydraulic characteristics of watercourses used for conveyance of floodwaters;
- 3) To protect the public from the extraordinary financial expenditures for flood control and relief; and
- 4) To promote the multipurpose resource concept, previously outlined, with the intent to provide and preserve quality open space, trails, and tree lines.

These regulations are presented in Chapter 3 of these standards and regulations. It is the responsibility of the designer to comply with the most current zoning and floodplain regulations.

9-01-03-11 RETENTION

In those areas of the County where no outlet presently exists for positive drainage to a major drainage system, the County will require retention of the runoff from a 24-hour, 100-year storm event plus one foot of freeboard until such connection becomes available. Should the retention pond be confined behind an embankment, suitable protection from damage due to overtopping shall be provided. In addition, no parking lot retention shall be permitted.

The Developer shall be responsible for mitigating all impacts to water rights as a result of flood control retention.

9-01-03-12 DETENTION

The County considers storm runoff detention to be a viable method for reducing overall (construction and maintenance) urban drainage degradation. Temporarily detaining a few acre-feet of runoff can significantly reduce downstream flood hazards as well as pipe and channel requirements in urban areas. In addition, the storage of runoff provides for sediment and debris collection, which enhances downstream water quality. However, all benefits can only be obtained through consistent administration of detention and water quality policies. Therefore, during the review process and prior to approval, the County will require all new development and/or redevelopment projects include some form of onsite detention and water quality treatment. The minimum capacity and maximum release rates for the 5-year and 100-year recurrence interval storms will be determined by procedures and criteria presented in this Chapter.

The County does not allow the use of parking lots as detention structures.

The treatment of stormwater quality from surface runoff is required in regulations by federal and state agencies. Developers shall calculate the Water Quality Capture Volume as set forth in Volume 3, Chapter 3, Section 3, "Calculation of the Water Quality Capture Volume" of the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual, as amended.

9-01-03-13 POST-CONSTRUCTION STORMWATER BMPS

In accordance with Adams County's Municipal Separate Storm Sewer (MS4) Permit Adams County is mandated to require that development/redevelopment sites that disturbs (1) one acre or greater within unincorporated Adams County MS4 Area, or sites that disturbs less than one (1) acre but are part of a larger common plan of development or sale larger than one (1) or more acres, shall implement an allowed form of permanent stormwater quality post-construction BMP to treat and improve

the quality of stormwater that leaves such site. Refer to Section 9-04 Post-construction Run-off Regulations.

9-01-03-14 LOW IMPACT DEVELOPMENT (LID) STANDARDS AND REQUIREMENTS

All construction projects shall reduce drainage impacts to the maximum extent practicable, and implement practices such as:

1. On-site structural and non-structural BMPs to promote infiltration, evapotranspiration or use of stormwater,
2. Minimization of Directly Connected Impervious Area (MDCIA),
3. Green Infrastructure (GI),
4. LID techniques,
5. Preservation of natural drainage systems that result in the infiltration, evapotranspiration or use of stormwater in order to protect water quality and aquatic habitat.
6. Use of vegetation, soils, and roots to slow and filter stormwater runoff.
7. Management of stormwater as a resource rather than a waste product by creating functional, attractive, and environmentally friendly developments.
8. Treatment of stormwater flows as close to the impervious area as possible.

LID shall be designed and maintained to meet standards of this Regulation; the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual, Volume 3; as the same may be amended from time to time. These manuals may be updated and expanded from time to time, at the discretion of the County, based on improvements in engineering, science, monitoring and local maintenance experience.

9-01-03-15 TOTAL MAXIMUM DAILY LOAD (TMDL) REQUIREMENTS

The County reserves the right to impose additional requirements during Development Review, if a stormwater-based TMDL has been adopted for the stream segment or lake into which the proposed development will discharge. Additional requirements may include pollution source controls, buffer zones, runoff treatment of a specific pollutant, selection of post-construction BMP according to the TMDL's pollutant removal goals, etc.

9-01-03-16 STORM DRAINAGE STRUCTURES OWNERSHIP

Adams County owns and maintains the public storm drainage system in unincorporated Adams County. Unless otherwise noted in approved plans, written agreements or recorded documents, the delineation between the public and private storm drainage systems is typically located within the public right-of way or County property. The private system may extend up to be the connection to the main public storm sewer line. Storm culvert pipes installed to access a property are considered private.

9-01-03-17 STORM DRAINAGE SYSTEM OPERATIONS AND MAINTENANCE

Key issues in the long-term performance of all storm drainage systems are the proper operations and continued maintenance of the drainage facility (i.e. debris and sediment removal). In order to ensure proper system operations and maintenance of private drainage infrastructure, the County may perform periodic inspections of all drainage facilities and conveyance structures.

Refer to Section 9-04 Post-construction Run-off Regulations for maintenance requirements of the storm drainage system.

9-01-04 STORM DESIGN CRITERIA

In addition to land use, all drainage systems being designed within the County shall take into account both the minor (5 to 10-year) and the major (100-year) storm. The objectives of drainage system planning for the minor storm are to allow for the proper design of minor drainage systems (i.e. curb and gutters, storm sewers, open channels and detention ponds) while minimizing minor damage and maintenance costs. The objectives of drainage planning for the major storm are to allow for proper design of major drainage systems (i.e. bridges, storm sewers, open channels and detention ponds) while minimizing the possibility of major damage and/or loss of life. (Refer to Table 9.2 - Return Periods.)

It is the responsibility of the design engineer to develop, justify, and submit values used in the preparation of drainage plans prepared for County review and approval.

9-01-04-01 STORM DRAINAGE PLANNING

When determining design storm flows, the engineer shall follow appropriate criteria and guidelines to assure that minimum design standards and a regional based drainage solution are developed. The information presented below shall be used by the engineer in the development of design storm runoff for both onsite and offsite flows.

9-01-04-01-01 ONSITE FLOW ANALYSIS

When performing analysis on the onsite basin to determine peak volumes and time of concentrations, the engineer shall use the proposed fully developed land use plan to determine runoff coefficients and consider changes in flow patterns (from the undeveloped site conditions) caused by the proposed plan (including street alignments). When evaluating the estimated time of concentrations, the proposed lot grading shall be used to calculate the time of concentration. The proposed project shall in no way change historic runoff values, cause downstream damage, or adversely impact adjacent properties. In addition, phased or partial development analysis will not be accepted. The entire platted parcel shall be analyzed for full

build-out in order to properly site and size detention/retention areas and conveyance systems.

Different levels of onsite analysis may be required depending on the size of project or as directed by the County. Refer to the Appendices for a copy of the Application Package for analysis requirements.

9-01-04-01-02 OFFSITE FLOW ANALYSIS

The analysis of offsite runoff is dependent on regional drainage characteristics (whether or not the tributary offsite area lies within a major drainage basin) and the existing/proposed land use and topographic features. If an existing Storm Drainage Master Plan is available for the region being developed, the engineer shall use this as a baseline document (prior approval from the County on the Master Plan is required) and update it with proposed information. However, should no offsite information be available for fully developed flows (5-, 10- and 100-year), the engineer must perform a regional analysis to insure the proposed development does not change historic runoff values, cause downstream damage, or adversely impact adjacent properties.

Different levels of offsite analysis may be required depending on the size of project or as directed by the County. Refer to the Appendices for a copy of the Application Package for analysis requirements.

9-01-04-02 STORM RETURN PERIOD

The minor and major storm return period shall not be less than those found in Table 9.2 for all vital drainage structures or critical points of surface water flow.

Table 9.2—Return Periods

Land Use	Return Period (Yrs) for Minor Drainage Systems	Return Period (Yrs) for Major Drainage Systems
Residential-Urban	5	100
Residential-Rural	10 ^a	100
Commercial	5	100
Industrial	5	100
Open Space	5	100
School	5	100

^a All roadside ditches and culverts shall be sized to carry the 10-year peak runoff.

9-01-04-03 RAINFALL

Presented in this Section are guidelines for the development of rainfall data to be used in preparing a hydrological analysis (storm runoff) for a proposed development within the County.

The rainfall intensity information published by the National Oceanic and Atmospheric Administration (NOAA) in the “Precipitation-Frequency Atlas of the Western United States” was used to develop incremental rainfall distributions presented in Table 9.5. The incremental rainfall distributions presented in this table are based on procedures developed by the UDFCD. However, refinements have been made to closely match conditions within the County.

9-01-04-04 TIME-INTENSITY-FREQUENCY CURVES

A time-intensity-frequency curve was developed for the County by using one-hour point rainfall values (see Table 9.3) and factors for durations of less than one hour (see Table 9.4); both obtained from the NOAA Atlas. The outcomes of this distribution are point values that were then converted to intensities and plotted as Figure 9.1. Rainfall data from the Urban Drainage and Flood Control District (UDFCD) may be used as an alternative (see UDFCD Criteria Manual).

Table 9.3—One-Hour Point Rainfall (inches)

2-Year	5-Year	10-Year	50-Year	100-Year
1.00	1.42	1.68	2.35	2.71

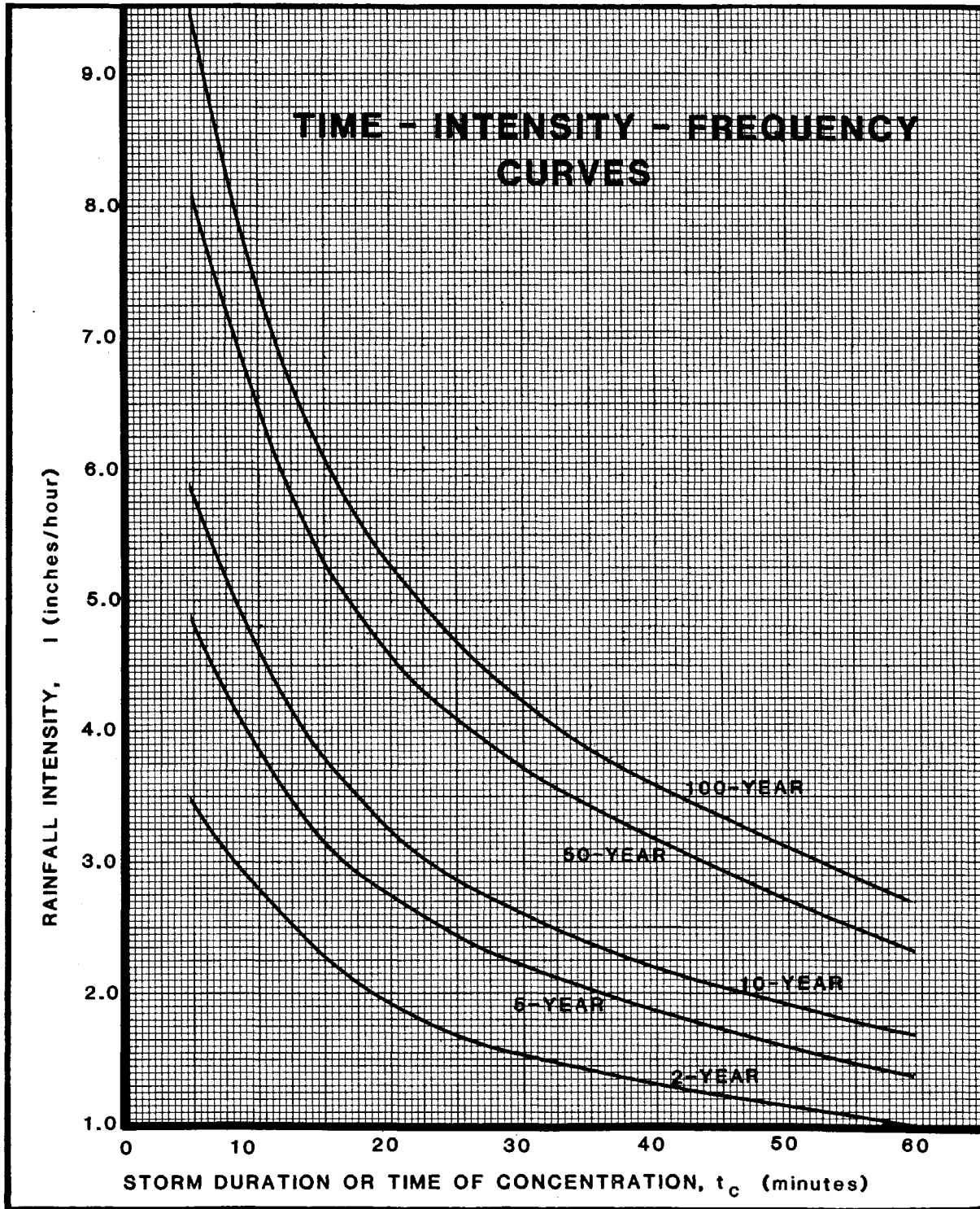
Table 9.4—Factors for Durations of Less than One Hour

Duration (minutes)	5	10	15	30
Ratio to 1-hour depth	0.29	0.45	0.57	0.79

Table 9.5—Incremental Rainfall Depths

Time (min)	Incremental Rainfall Depth (Inches)														
	Basins <5 SQ. Miles					Basins between 5 and 10 SQ. Miles					Basins between 10 and 20 SQ. Miles				
	Return Period (Yr.)					Return Period (Yr.)					Return Period (Yr.)				
	2	5	10	50	100	2	5	10	50	100	2	5	10	50	100
5	0.02	0.03	0.03	0.03	0.03	0.02	0.03	0.03	0.03	0.03	0.02	0.03	0.03	0.03	0.03
10	0.04	0.05	0.06	0.08	0.08	0.04	0.05	0.06	0.08	0.08	0.04	0.05	0.06	0.08	0.08
15	0.08	0.12	0.14	0.12	0.12	0.08	0.12	0.14	0.12	0.12	0.08	0.12	0.14	0.12	0.12
20	0.16	0.22	0.25	0.19	0.22	0.15	0.21	0.25	0.19	0.22	0.14	0.20	0.25	0.19	0.22
25	0.25	0.36	0.42	0.35	0.38	0.24	0.35	0.40	0.34	0.36	0.23	0.32	0.38	0.32	0.34
30	0.14	0.18	0.20	0.59	0.68	0.13	0.17	0.19	0.57	0.65	0.13	0.16	0.18	0.53	0.61
35	0.06	0.08	0.09	0.28	0.38	0.06	0.08	0.09	0.27	0.36	0.06	0.08	0.09	0.25	0.34
40	0.05	0.06	0.07	0.19	0.22	0.05	0.06	0.07	0.19	0.22	0.05	0.06	0.07	0.19	0.22
45	0.03	0.05	0.06	0.12	0.17	0.03	0.05	0.06	0.12	0.17	0.03	0.05	0.06	0.12	0.17
50	0.03	0.05	0.05	0.12	0.14	0.03	0.05	0.05	0.12	0.14	0.03	0.05	0.05	0.12	0.14
55	0.03	0.04	0.05	0.08	0.11	0.03	0.04	0.05	0.08	0.11	0.03	0.04	0.05	0.08	0.11
60	0.03	0.04	0.05	0.08	0.11	0.03	0.04	0.05	0.08	0.11	0.03	0.04	0.05	0.08	0.11
65	0.03	0.04	0.05	0.08	0.11	0.03	0.04	0.05	0.08	0.11	0.03	0.04	0.05	0.08	0.11
70	0.02	0.04	0.05	0.06	0.05	0.02	0.04	0.05	0.06	0.05	0.02	0.04	0.05	0.06	0.05
75	0.02	0.03	0.05	0.06	0.05	0.02	0.03	0.05	0.06	0.05	0.02	0.03	0.05	0.06	0.05
80	0.02	0.03	0.04	0.04	0.03	0.02	0.03	0.04	0.04	0.03	0.02	0.03	0.04	0.04	0.03
85	0.02	0.03	0.03	0.04	0.03	0.02	0.03	0.03	0.04	0.03	0.02	0.03	0.03	0.04	0.03
90	0.02	0.03	0.03	0.03	0.03	0.02	0.03	0.03	0.03	0.03	0.02	0.03	0.03	0.03	0.03
95	0.02	0.03	0.03	0.03	0.03	0.02	0.03	0.03	0.03	0.03	0.02	0.03	0.03	0.03	0.03
100	0.02	0.02	0.03	0.03	0.03	0.02	0.02	0.03	0.03	0.03	0.02	0.02	0.03	0.03	0.03
105	0.02	0.02	0.03	0.03	0.03	0.02	0.02	0.03	0.03	0.03	0.02	0.02	0.03	0.03	0.03
110	0.02	0.02	0.03	0.03	0.03	0.02	0.02	0.03	0.03	0.03	0.02	0.02	0.03	0.03	0.03
115	0.01	0.02	0.03	0.03	0.03	0.01	0.02	0.03	0.03	0.03	0.01	0.02	0.03	0.03	0.03
120	0.01	0.02	0.02	0.03	0.03	0.01	0.02	0.02	0.03	0.03	0.01	0.02	0.02	0.03	0.03
125											0.01	0.02	0.02	0.02	0.02
130											0.01	0.01	0.02	0.02	0.02
135											0.01	0.02	0.01	0.02	0.02
140											0.01	0.02	0.01	0.02	0.02
145											0.01	0.01	0.01	0.02	0.02
150											0.01	0.01	0.01	0.01	0.02
155											0.01	0.01	0.01	0.01	0.01
160											0.01	0.01	0.01	0.01	0.01
165											0.01	0.01	0.01	0.01	0.01
170											0.01	0.01	0.01	0.01	0.01
175											0.01	0.01	0.01	0.01	0.01
180											0.01	0.01	0.01	0.00	0.00
	1.15	1.61	1.89	2.72	3.12	1.12	1.58	1.86	2.68	3.05	1.22	1.68	1.97	2.76	3.14

Figure 9.1—Time-Intensity-Frequency Curves



9-01-04-05 RUNOFF COEFFICIENTS

The runoff coefficients to be used within the Rational Method, Colorado Urban Hydrograph Procedure (CUHP) or approved hydrologic models are to be determined based on existing and/or proposed land use and surface characteristics. When using the Rational Method and/or CUHP, the County requires the use of runoff coefficients presented in the Urban Storm Drainage Criteria Manual, Volume 1.

9-01-04-06 TIME OF CONCENTRATION

In order to determine the rate of runoff at a designated outfall, the time of concentration must be determined. The time of concentration is the time it takes for water to flow from the most remote part of the drainage basin to the outfall of the study area. For the Rational Method, a separate time of concentration is necessary for the overall basin and each sub-basin. The time of concentration (T_c) is composed of the sheet or overland flow time (t_{ov}) and channel flow time (t_t). The time of concentration formula shall be as described in the Urban Storm Drainage Criteria Manual, Volume 1 for this Section.

9-01-04-07 STORM FLOW ANALYSIS

The engineer shall use the Rational Method for basins less than 90 acres. CUHP or other approved hydrologic models shall be used for basins larger than 160 acres. Basins between 90 acres and 160 acres in area may use either method.

9-01-04-07-01 RATIONAL METHOD EQUATION

Equation 9.4

$$Q=CIA$$

Where

Q = Flow Rate, cfs

A = Total Area of Basin, acres

C = Runoff Coefficient (refer to Section 9-01-04-05)

I = Rainfall Intensity, inches per hour (refer to Section 9-01-04-04)

9-01-04-07-02 COMPUTER AIDED HYDROLOGIC MODELS

For analyzing larger basins (greater than 90 acres), the engineer may either use the CUHP (information detailed in Urban Drainage and Flood Control District's Criteria Manual) or another appropriate hydrology/hydraulics model. When using other hydrology/hydraulics models, the engineer will be required to develop unit, flood, routing and combination hydrographs for use in determining peak flows and time of

concentrations at vital drainage structures or critical points of surface water runoff. A unit hydrograph is defined as the direct runoff hydrograph that results from 1-inch of rainfall excess uniformly distributed throughout the basin over a specified duration. From this unit hydrograph, direct runoff hydrographs must be developed for a design storm by creating flood hydrographs. In addition, where surfaces (pervious and impervious) within the basin vary in characteristics, weighted or composite coefficients for each basin must be used in development of the unit and flood hydrographs. This is typically accomplished by breaking each basin into the appropriate number of sub-basins and using the corresponding surface coefficients. Each computer-aided model has default parameters for typical surface characteristics and soil types; the selection of these parameters is the key to a successful analysis and therefore must be submitted with the Storm Drainage Study.

9-01-05 OPEN CHANNELS

In many instances, special design or evaluation techniques will be required for stormwater conveyance. With exceptions as modified herein, all open channel criteria shall be in accordance with the Urban Storm Drainage Criteria Manual, Volumes 1 and 2.

For the purpose of design in this Section, all drainageways (major and minor) shall be designed using the Urban Storm Drainage Criteria Manual, Volumes 1 and 2. Due to the complexities of open channels, there is a wide range of design options available to the engineer. The exact method of analysis and design shall be clearly documented and submitted as part of the Storm Drainage Study.

Flood control channels for major drainageways shall include a low-flow channel with a capacity to convey the average annual flow rate, or other appropriate flow rate as determined through a sediment transport and channel stability analysis, without excessive erosion or channel migration, with an adjacent overbank floodplain to convey the remainder of the 100-year flow. The channel improvement shall not cause increased velocities or erosive forces upstream or downstream of the improvement.

9-01-06 STORM SEWERS

Storm sewers are to be viewed as an integral part of all Minor Drainage Systems. The installation of storm sewer systems is required when the other parts of the minor system (i.e. curb, gutter and roadside ditches) no longer have capacity to accommodate the runoff from the minor storm or spread widths exceed those requirements presented in this Section.

Except as modified herein, the design of storm sewers shall be in accordance with the Urban Drainage and Flood Control District (UDFCD)'s Urban Storm Drainage Criteria Manual Section on "Storm Sewers." The engineer is referred to the Manual and other references cited for additional discussion and basic design concepts.

The use of computer programs in the design of storm sewer systems will be permitted provided the model input and justifications are submitted to the County for review and approval.

9-01-06-01 LOCATION OF STORM DRAINAGE SYSTEM RELATED TO OTHER POLLUTION SOURCES

The storm sewer system shall not be extended through an area that is a real or potential source of contamination to stormwater, unless approved protection is provided.

If corrosive soils are present, or pipe is being proposed in a potential contaminated area such as, but not limited to a Brownfield or historic landfill, the designer shall incorporate appropriate measures to protect the pipe from damage and infiltration of pollutants into the storm drainage system.

The following minimum horizontal distances between the storm drainage system and bodies of water to On-Site Wastewater Treatment Systems (OWTS) can only be superseded by TCHD Regulations:

1. Septic tank: Minimum distance from Lake, water course, stream or wetland: 50ft
2. Unlined System Leach Field/Seepage Bed: Minimum distance from lake, water course, stream or wetland: 100ft
3. Lined System Leach Field/Seepage Bed: Minimum distance from lake, water course, stream or wetland: 50ft
4. Septic Tank: Minimum distance from dry gulch: 10ft
5. Unlined System Leach Field/Seepage Bed: Minimum distance from dry gulch: 25ft

6. Lined System Leach Field/Seepage Bed: Minimum distance from dry gulch: 10ft

All surface drainage must be diverted around the perimeter of the field and the field must be sufficiently crowned to provide good runoff.

A diversion ditch and/or berm shall be provided on the uphill side(s) of the bed to deflect precipitation and other outside water away from the evapo-transpiration system.

9-01-06-02 CONSTRUCTION MATERIALS

All storm sewers within the County right-of-way shall be constructed using reinforced concrete pipe class III (RCP class III) and/or reinforced concrete box culverts (RCBC). If a pipe is installed by boring & jacking, RCP class V or equivalent shall be used. The required pipe strength shall be determined from the actual depth of cover, true load, and proposed field conditions. Typical design strength calculations shall be submitted as part of the Storm Drainage Study.

Pipe joints shall be watertight and flexible gasket joints, both between pipe joints and for all pipe-structure connections. Pipe joints shall consist of resilient connections complying with the requirements of ASTM C-443 or ASTM C-923, as appropriate.

9-01-06-03 HYDRAULIC DESIGN

Storm sewers within the County right-of-way shall be designed to convey the minor storm runoff peaks without surcharging the sewer. To insure this objective is achieved, the hydraulic and energy grade lines shall be computed by calculating both the major and minor losses (i.e. friction, expansion, contraction, bend, and junction losses). The methods for estimating these losses are presented in the following Sections and in the Manual. The final energy grade line shall be at or below the proposed ground surface.

9-01-06-04 PIPE FRICTION LOSSES

Manning n-values to be used in the calculation of storm sewer capacity and velocity are to be based on the material being proposed. Table 9.9 presents typical Manning n-values.

9-01-06-05 PIPE FORM LOSSES

Generally, between the inlet and outlet the flow encounters a variety of configurations in the flow passageway (i.e. changes in pipe size, branches, bends, junctions, expansions, and contractions). These variations of configuration impose losses in addition to those resulting from pipe friction. These form loss values shall

be submitted, with full justification for the values chosen, as part of the Storm Drainage Study.

9-01-06-06 VERTICAL ALIGNMENT

The storm sewer grade shall be such that a minimum cover is maintained to withstand a live load conforming to AASHTO HS-20 (or as designated by the County) loading on the pipe. The minimum cover depends upon the pipe size, type and class, and soil bedding condition.

The minimum vertical clearance between the storm sewer and a sanitary sewer shall be 18 inches. In addition, when a sanitary sewer main lies above a storm sewer, the sanitary sewer (or storm sewer) shall have an impervious concrete or ductile iron encasement for a minimum of 5-feet on each side of the crossing centerline.

A minimum vertical clearance of 18 inches is required between a storm sewer and a water main. The minimum clearances shall occur from outer pipe diameter to outer pipe diameters. Additionally clearances shall also be in accordance with the appropriate Water and Sanitation District and as discussed in Chapter 7, Section 7-06-03, as amended.

9-01-06-07 HORIZONTAL ALIGNMENT

The storm sewer alignment may be curvilinear for pipe with diameters of 48-inches or greater but only when approved by the County. The applicant must demonstrate the need for a curvilinear alignment. The limitations on the radius for pulled-joint pipe are dependent on the pipe length and diameter, and amount of opening permitted in the joint. The maximum allowable joint pull shall be $\frac{3}{4}$ inch. The minimum parameters for radius type pipe are shown in Table 9.9. The radius requirement for pipe bends is dependent upon the manufacturer's specifications.

The County requires a minimum clearance of 10-feet between the storm sewer and a water line or sanitary sewer line. Clearance shall occur from the outer pie diameter to the outer pipe diameter.

9-01-06-08 PRIVATE CONNECTIONS TO THE PUBLIC DRAINAGE SYSTEM

All storm drain connections shall be subject to approval of the County and shall be in accordance with applicable standards and specifications. Permits shall be required to connect to the public storm drainage system. Cross connections between sanitary and storm systems are prohibited. Underground drains from fire hydrants, pits, or underground structures in general (valve pits, meter pits) shall not be directly connected to storm drains. Roof downspouts, roof drains, or roof drainage piping shall discharge onto the ground and shall not be directly connected to the storm drainage system. In special circumstances, the County may approve a variation from

this requirement as long as the downspout is designed to infiltrate before entering a storm drainage facility.

The discharge pipe of sump pumps discharging uncontaminated groundwater must daylight into a drainage feature such as curb and gutter, without creating erosion.

Table 9.9—Storm Sewer Alignment and Size Criteria

<u>Vertical Dimension Of Pipe (inches)</u>	<u>Maximum Allowable Distance Between Manholes and/or Cleanouts</u>	
18 to 36	400 ft	
42 and larger	500 ft	
<u>Minimum Radius of Curvature for Radius Pipe</u>		
<u>Diameter of Pipe</u>	<u>Radius of Curvature</u>	
48" to 54"	28.50 ft	
57" to 72"	32.00 ft.	
78" to 108"	38.00 ft.	
Short radius bends shall not be used on sewers 42 inches or less in diameter		
<u>Minimum Pipe Diameter</u>		
<u>Type</u>	<u>Minimum Equivalent Pipe Diameter</u>	<u>Minimum Cross- Sectional Area</u>
Main Trunk	18 in	1.77 sf
*Lateral from inlet	18 in	1.77 sf
*Minimum size of lateral shall also be based upon a water surface inside the inlet with a minimum distance of 1 ft below the grate or throat.		
<u>Manning n-Value</u>		
<u>Sewer Type</u>	<u>Capacity Calculation</u>	<u>Velocity Calculation</u>
Concrete (newer pipe)	0.013	0.011
Concrete (older pipe)	0.015	0.012
Concrete (preliminary sizing)	0.015	0.012
Plastic	0.011	0.009
Reference: Manual		

9-01-06-09 PIPE SIZE

The minimum allowable pipe size for storm sewers is dependent upon the estimated flows and a practical diameter from a maintenance perspective. In addition, the length of the sewer affects the maintenance and, therefore, the minimum diameter. Table 9.9 presents the minimum pipe size for storm sewers located in the County right-of-way.

9-01-06-10 MANHOLES AND MANHOLE COVERS

Manholes or maintenance access ports will be required whenever there is a change in size, direction, elevation, grade, or where there is a junction of two or more conduits. Blind connections to storm sewer pipes shall not be allowed. In addition, a manhole may be required at the beginning and/or at the end of the curved section of storm sewer. The maximum spacing between manholes for various pipe sizes shall be in accordance with Table 9.9. Refer to Table 9.10 for the required manhole size.

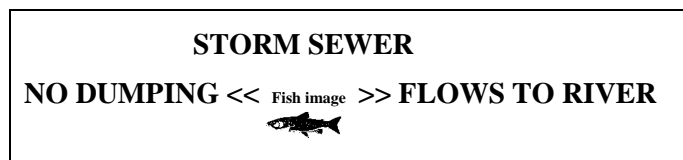
Table 9.10—Manhole Size

Sewer Diameter	Minimum Manhole Inside Diameter
18"	4'
21" to 42'	5'
48"	6'
54" and larger	As approved by the County

Larger manhole diameters or a junction structure may be required when sewer alignments are not straight or more than one sewer line goes through the manhole. Manhole diameter may be increased should conditions require such.

All publicly owned storm sewer manhole lids/covers shall have the Adams County manhole cover design. Refer to the Appendices for this detail.

All privately owned storm sewer manhole lids/covers shall be permanently imprinted with the image of a fish and must incorporate the County’s approved educational message. The message must include the following (or equivalent) statement:



Storm sewer manhole cover requirement also applies to public and private manholes placed to access storm sewer inlets concrete boxes. Refer to Appendices for detail drawing.

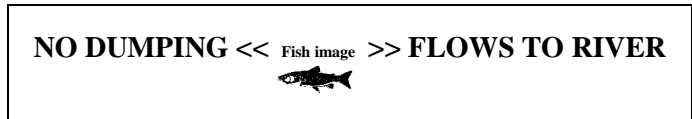
9-01-07 STORM SEWER INLETS

Presented in the following Subsection is a discussion on the criteria and methodology for design and evaluation of storm sewer inlets in the County.

9-01-07-01 STANDARD INLETS

The standard inlets permitted for uses in the County are presented in Table 9.11. Other inlet types may be considered on a case-by-case basis. All open pipe inlets shall be provided with trash racks.

All public and private curb inlets and iron grates shall be permanently imprinted with the image of a fish and must incorporate the County’s approved educational message. The message must include the following (or equivalent) statement:



Refer to Appendices for detail drawing.

Table 9.11—Inlet Types

Inlet Type	Permitted Use
Curb Opening Inlet Type R	All street types
Grated Inlet Type C or D	All streets with a roadside or median ditch
Grated Inlet Type 13	Alleys or private drives with a valley gutter (private areas only)
Combination Inlet Types 13 and 16	All street types

See standard detail drawings in Appendices

9-01-07-02 INLET HYDRAULICS

The procedures and basic data to define the capacities of the standard inlets under various flow conditions shall be calculated or obtained from the Urban Storm Drainage Criteria Manual, Volume 1, in the Section on “Storm Inlets”, as amended. The engineer shall submit assumptions, and calculated inlet capacities as part of the Storm Drainage Study.

Inlet types and grates shall be selected to be appropriate for the intended use and location.

9-01-08 STREETS

Urban and rural streets, specifically the curb and gutter or the roadside ditches, should be viewed as an integral part of a Minor Drainage System. When the drainage in the street exceeds allowable limits, a storm sewer system or an open channel is required to

convey the design flows. In addition, streets may be viewed as a critical part (subject to certain limitations) of the Major Drainage System when it conveys nuisance flows (flows less than minor events) quickly and efficiently to the storm sewer or open channel drainage without interfering with traffic movement.

Design criteria for the collection and conveyance of surface runoff on public streets is based on a reasonable frequency and magnitude of traffic interference (see Table 9.12 through Table 9.14). That is, depending on the classification of the street, certain traffic lanes can be fully inundated during a major storm event. However, during lesser intense storms, runoff will also inundate traffic lanes, but to a lesser degree. The streets in the County are classified for drainage according to the average daily traffic (ADT) for which the street is designed. The larger the ADT, the more restrictive the allowable drainage encroachment into the driving lanes will be. The limits of storm runoff encroachment for each Drainage Classification and storm condition are presented in Table 9.12.

Table 9.12—Theoretical Design of Streets for Minor Storm Runoff

Drainage Classification	Maximum Theoretical Street Encroachment
Urban Industrial and Local Residential	No curb overtopping, but flow may spread to crown of street (flow may spread to back of sidewalk).
Collector	No curb overtopping and flow spread must leave at least one 10-foot lane free of water (5-feet on each side of the street crown).
Major Arterial and Minor Arterial	No curb overtopping and flow spread must leave at least two 10-foot lanes free of water (10-feet each side of the street crown or median).

Table 9.13—Allowable Use of Streets for Major Storm Runoff

Drainage Classification	Maximum Theoretical Depth
Local Industrial, Local Residential, and Collector	Building structures shall not be inundated at the ground line. The depth of water at street crown shall not exceed 6-inches.
Major Arterial and Minor Arterial	Building structures shall not be inundated at the ground line. To allow for emergency vehicles, the depth of water shall not exceed the street crown and 12-inches at the gutter flow line, whichever is more restrictive.

Table 9.14—Allowable Cross Street Flow

Drainage Classification	Minor Storm Maximum Depth	Major Storm Maximum Depth
Local Industrial and Local Residential	6-inches of depth in cross pan or at gutter flow line.	12-inches of depth in cross pan or at gutter flow line.
Collector	6-inches of depth at gutter flow line.	12-inches of depth at gutter flow line.
Major Arterial and Minor Arterial	None	6"
Cross street flow can occur in an urban drainage system under three conditions. One condition occurs when the runoff in a gutter spreads across the street crowns to the opposite gutter. The second is when cross-pans are used. The third condition occurs when the flow in a drainageway exceeds the capacity of a road culvert and subsequently overtops the crown of the street.		

9-01-09 CULVERTS

A culvert is defined as a conduit that conveys, by gravity, surface drainage runoff under a road, highway, railroad, canal, or other embankment (except detention outlets). For County roads serving new development, culverts shall be constructed using reinforced concrete pipe and/or reinforced concrete box culverts (RCBC). All roadway culverts shall be designed to a minimum AASHTO HS-20 loading criteria. Private driveway culverts for residential properties may be allowed to use corrugated metal pipe and different loadings upon a approval from the County since maintenance and replacement of these culverts are the property owner’s responsibility.

9-01-09-01 CULVERT HYDRAULICS

The procedures and basic data to be used for the hydraulic evaluation of culverts being proposed for installation in the County shall be in accordance with the Urban Drainage Criteria Manual, Volume 2 for this Section, as amended, except as modified herein.

The use of computer programs developed for the design of culverts will be permitted, provided the model input, justifications and related calculations are submitted to the County as part of the Storm Drainage Study.

9-01-09-02 INLET AND OUTLET CONFIGURATION

All culverts are to be designed with headwalls and wing walls, or with flared-end sections at the inlet and outlet. Flared-end sections are only allowed on pipes with a diameter of 42 inches (or equivalent) or less. Additional protection at the outlet may be required to minimize the potential of channel erosion. Refer to Section 9-023 Construction Stormwater Management for erosion protection design guidelines.

9-01-09-03 HYDRAULIC DATA

The design and evaluation of the capacity for a culvert shall be calculated using the appropriate methods. The computed culvert capacities must never exceed manufacturer’s recommendations or best engineering practices. The assumptions and model input shall be submitted as part of the Storm Drainage Study.

9-01-09-04 VELOCITY CONSIDERATIONS

In designing culverts, both the minimum and maximum velocities must be considered. A flow velocity greater than approximately 3-fps is required to assure self-cleaning conditions exist and therefore reducing long-term maintenance costs. In addition, a velocity less than approximately 12-fps to minimize possible culvert damage due to scouring and downstream channel erosion.

9-01-09-05 CULVERT SIZING CONSIDERATIONS

The sizing of a culvert is dependent upon two factors, the street classification and the limits of allowable culvert overtopping. Limits for the various street classifications are presented in Table 9.15. The minimum culvert diameter shall be 18 inches. Unless under certain circumstances, the County may allow other sizes.

Table 9.15—Allowable Maximum Culvert Overtopping

Drainage Classification	Minor Drainage System Maximum Depth	Major Drainage System Maximum Depth
Local Industrial, Local Residential and Collector	No Overtopping	12-inches of depth at the gutter flowline (6-inches of depth at street crown for streets without gutters)
Major Arterial and Minor Arterial	No Overtopping	No Overtopping ($H/D \leq 1.5$)
The maximum headwater (H/D) for the 100-year design flows shall be 1.5 times the culvert diameter, or 1.5 times the culvert rise dimension for shapes other than round. Driveway culverts shall be designed using criteria outlined in Tables 9.12, 9.13, and 9.14.		

9-01-09-06 STRUCTURAL DESIGN

At a minimum, all culverts shall be designed to withstand an HS-20 loading (unless designated differently by the County in accordance with the design procedures of AASHTO, “Standard Specifications for Highway Bridges”, and with the pipe manufacturer’s recommendation. Using this loading requirement, calculations shall be submitted to confirm the estimated depth of cover and bearing load on the selected culvert.

9-01-10 BRIDGES

The hydraulic and hydrologic design of bridges within the County shall be in accordance with the Urban Drainage Criteria Manual Volume 2, “Structures, Section 4 - Bridges for this Section, as amended. The Federal Highway Administration “Hydraulics of Bridge Waterways” or other County-approved resources shall also be used to determine the possible impacts on the drainageway (both upstream and downstream), scour potential and mitigation techniques for a proposed bridge structure.

All new and replacement bridges shall comply with the floodplain regulations. Therefore, the engineer is encouraged to communicate with the County prior to proposing the placement of a bridge structure within the County to obtain written approval.

Bridge plans shall require a separate review by a licensed professional engineer that specializes in structural design. The structural consultant will need to have County approval prior to review. The developer/applicant will be responsible for all costs associated with the structural consultant. The County may also mandate inspection services by the structural consultant.

9-01-11 DETENTION

Onsite detention is required for all development or redevelopment projects. Requirements for detention storage of storm runoff shall be based on the location of the development within its major drainage basin as determined by hydrological modeling and surface characteristics. The detention storage facility shall be sized to hold the 5-year and the 100-year runoff, and water quality capture volumes. Surface water shall not be released from the development at rates greater than provided for in Table 9.16.

Exemptions from flood control detention requirements may be granted by the County based upon the following criteria:

1. The total change in impervious area covers approximately 10,000 square feet or less; or
2. The site for which detention would be required is adjacent to a major drainageway where the ratio of major drainageway basin area to site area is 1000:1 or more; or
3. Rural residential subdivisions that consist of a lot split without the construction of roadways; or
4. Onsite flood control detention requirements for the control of runoff rates may be exempted where regional detention facilities are sized and constructed with the capacity to accommodate 100-year storm event flows from a fully developed basin and are publicly owned and maintained.

Exemptions from providing adequate water quality capture volume will not be granted within the County’s MS4 Permitted area.

9-01-11-01 VOLUME AND RELEASE RATES

The methods to be used in calculating the required detention volumes and maximum release rates are presented in the following Section. These methods include empirical equations, tables, the CUHP method, or other computer aided models approved by the County. Early communication with the County is encouraged for the determination of the appropriate method and the level of detail required for submission.

9-01-11-01-01 VOLUME ESTIMATES (EMPIRICAL FORMULA METHOD)

The volume available for detention storage for tributary catchments of 90 acres or less shall be based on the following empirical equations that follow. For larger catchments a CUHP hydrograph shall be generated and hydrologic routing shall be used for site detention. The maximum release rates for detention design provided in Table 9.16 shall not be exceeded.

$$V=KA \qquad \text{Equation 9.5}$$

For the 100-year:

$$K_{100} = \frac{(1.78I - 0.002I^2 - 3.56)}{910} \qquad \text{Equation 9.6}$$

For the 5-year:

$$K_5 = \frac{(0.77I - 2.26)}{1000} \qquad \text{Equation 9.7}$$

In which,

- V = Required volume for the 100- or 5-year storm, acre-feet
- A = Tributary catchment area, acres
- I = Developed basin imperviousness, percent (%)

Adams County requires the WQCV be added to the 5-year detention volume. Adams County also requires that 50% of the WQCV be added to the calculated 100-year Volume.

An additional one-foot of depth must be added to the overall volume to accommodate for freeboard. Administrative relief for exemptions or reductions in freeboard requirements may be granted by the County on a case by case basis as supported by sufficient technical justification. These empirical equations were developed as part of the UDFCD hydrology research program and were based on a computer modeling study and represent average

conditions. It is believed these equations provide consistent and effective approaches to sizing onsite detention facilities. For basins larger than 90 acres, the CUHP computer model may be used to more accurately represent site conditions.

9-01-11-01-02 VOLUME ESTIMATES (COMPUTER AIDED METHOD)

Using a computer aided hydrology/hydraulics model the engineer can develop hydrographs that route flows to and away from the proposed detention facility. The routed or inflow hydrograph will represent the total volume of runoff from that particular rain event(s) while the outflow hydrograph represents the maximum allowable release rate permitted in Table 9.16. From this volume information plus the required freeboard, the design of the proposed facility may be performed. Using this method, the typical basin and outlet are designed from a detailed comparison of existing and proposed topographic information and downstream conditions. Although the County has helped to fund the UDPOND model for the design of detention and subscribes to its use, it recognizes many different computer models are available for this type of design. It will be the responsibility of the engineer to document and justify their use and the input and output parameters. These parameters and a detailed discussion on the method used for this design will be submitted as part of the Storm Drainage Study. The computer model must be approved by the County prior to review.

9-01-11-02 MAXIMUM ALLOWABLE RELEASE RATE

The maximum allowable release rates for the corresponding storm events (5 and 100-year) are as presented in Table 9.16.

Table 9.16—Allowable Release Rates (CFS/Acre)

Control Frequency	Dominant Soil Group		
	A	B	C & D
5-year	0.07	0.13	0.17
100-year	0.50	0.85	1.00

When using the empirical formula or a composite CUHP method, the predominate soil group for the total basin area contributing runoff to the detention facility will be used in determining the allowable release rate. However, when designing a facility using another type of computer aided model, the engineer shall select the soil group that best represents the surface characteristics of each sub-basin. The selected soil group(s) will be submitted as part of the Storm Drainage Study. In the event that the local drainage system lacks capacity to accommodate the 5-year release rate, a smaller release rate may be required by the County.

9-01-11-03 DETENTION BASIN OUTLET/OUTFALL

Selecting the most appropriate outlet configuration requires a detailed design, which insures the maximum release rate meets the requirements of the project and includes proper provisions for maintenance and reliability. In addition, care shall be taken as to insure the designed outlet will not cause downstream erosion or damage during the storm events less than or equal to the major storm. The following lists five typical outlet structures for use in the design of a detention facility depending on the conditions, storage structure design and discharge rates:

- 1) Circular Culverts
- 2) Rectangular Culverts
- 3) Orifices
- 4) Weirs
- 5) Orifice Plates

Details of each of these outlet structures are presented in the Urban Drainage Criteria Manual, Volume I, in the Section on “Outlet Structures” as amended. The engineer shall select the preferred outlet structure based on criteria presented in this Section or other references and will present back up information in the Storm Drainage Study.

The Engineer shall maximize the distance between the inlet and the outlet inside the detention basin.

The outlet shall be designed to minimize unauthorized modifications which affect proper function. To assist in this effort, a sign with a minimum area of 0.75 square feet shall be attached to the outlet or posted nearby with the following message:

“WARNING
Unauthorized modification of
this structure is a code violation
and subject to penalties as
provided by law.”

9-01-11-03-01 DESIGN STANDARDS FOR DETENTION

The following Section presents additional design standards (depth of freeboard, location planning, grading, and revegetation) for an open space detention facility. The location, size and landscaping should be properly coordinated with the proposed project and surrounding areas.

The planning of a detention facility is very critical in assuring the facility meets the volume requirements for the proposed project and is properly located for long term operations and maintenance. The facility should be constructed in an area that best fits the existing and proposed topography,

facilitates the coordination with other regional facilities and where the building of habitat structures downstream is easily prohibited.

As part of the submitted project plans, the engineer shall accurately represent the location of the facility including limits of grading, approximate embankment slopes, and invert elevations for the outlet. In addition, a larger scale or regional map shall be supplied to show where the facility will discharge and how it interacts with existing or proposed regional facilities.

9-01-11-03-01-01 Depth of Freeboard

The minimum required freeboard for open space detention facilities is one-foot above the computed 100-year water surface elevation.

9-01-11-03-01-02 Grading

Detention basin grading shall not be steeper than (4) four horizontal and (1) one vertical for side slopes. Any dam constructed for the purpose of storing water or having a surface area, volume, or dam height as specified in Colorado Revised Statutes 37-87-105, shall require the approval (in writing) of the State Engineer's Office prior to submission to the County.

All detention facility embankments shall be protected from catastrophic failure due to overtopping. Overtopping can occur when the pond outlets become obstructed or when an event larger than 100-year storm occurs. Failure protection for the embankment, downstream of the emergency spillway, shall be provided in the form of a buried heavy riprap layer on the entire downstream face of the embankment or a separate emergency outfall. The emergency spillway, or emergency outfall, shall have a minimum capacity of twice the pond inflow rate for the 100-year storm. The emergency spillway, or emergency outfall, shall be clearly depicted on the plans. It is the Engineer of Record's responsibility to ensure downstream properties are not adversely affected by drainage and the assessment shall be reflected in the drainage study. The proposed flow path for the discharge from the emergency spillway, or emergency outfall shall be constructed as approved by the County. Structures shall not be permitted in the path of the emergency spillway or emergency outfall. The invert of the emergency spillway or emergency outfall shall be set equal to or above the 100-year water surface elevation. The minimum required freeboard for open space detention facilities shall be at least one-foot above the computed weir flow water surface elevation at the emergency spillway, or the emergency outfall.

Depending on site conditions and characteristics, the County may grant administrative relief on slope requirements. The Applicant shall submit good and sufficient documentation sealed by a Colorado Registered Professional Engineer describing the site conditions that necessitate the

need for relief and that the proposed slopes are stable and not susceptible to erosion in order to be considered for relief.

9-01-11-03-01-03

Trickle Channel

Concrete trickle channels shall be used by the design engineer when appropriate. Design of trickle channels shall be in accordance with Volume 1 of the Urban Storm Drainage Criteria Manual, as amended.

9-01-11-03-01-04

Emergency spillway

An overflow section shall be provided for the detention facility that will protect embankments from overflow resulting from a 100-year storm assuming the detention basin is full and the tributary area is fully developed.

9-01-11-03-01-05

Revegetation

All detention facilities shall be revegetated with irrigated sod, natural dry-land grasses, or equivalent. In addition, erosion control blankets may be required by the County to maintain the slopes prior to vegetation maturation. The engineer shall submit the proposed revegetation plan to the County.

9-01-11-03-01-06

Maintenance Access

Access to the detention basin shall be provided. A minimum 10ft wide designated maintenance access around the perimeter and down into the basin shall be provided. Maintenance access into the bottom of the basin must be constructed of a stabilized, clean, material, 10% slope maximum.

9-01-11-03-01-07

Access and Maintenance Easements

A drainage maintenance easement shall be granted to the County for emergency maintenance and access to keep the detention drainage facility operable.

A separate access easement may be required by the County to ensure maintenance access to detention drainage facilities.

9-01-11-03-02

PARKING LOT DETENTION

Parking lot detention is not allowed.

9-01-11-03-03 UNDERGROUND DETENTION

Underground detention is generally discouraged and will only be allowed when all other options have been proven to be insufficient. However, if a property owner must use this technique, the owner will be responsible for long-term maintenance. The facility will be allowed if approval to do so is obtained in advance and the facility is designed according to the criteria outlined in this Section or as specified by the County.

9-01-11-03-03-01 Configuration

Pipe segments shall be sufficient in number, diameter (minimum 36-inches), and length to provide the required minimum storage volume for the 100-year design. As an option, the 5-year design can be stored in the underground pipe segments and the remaining volume of the 100-year storm event stored aboveground in an open space facility.

The pipe segments shall be placed side by side and connected at both ends by elbow tee fittings and across the fitting at the outlet. The pipe segments shall be continuously sloped at a minimum of 0.25% to the outlet. Manholes for maintenance access shall be strategically placed to identify the limits of the underground facility. In addition, maintenance access shall be provided in the tee fittings and in the straight segments of the pipe, when required.

Structural fill/gravel backfill for underground detention facilities shall be designed with a porosity not to exceed 30%, unless approved by the County.

Permanent buildings or structures shall not be placed directly above the underground detention.

9-01-11-03-03-02 Materials

The engineer shall design the underground detention facility using the appropriate materials. The required pipe strength shall be determined from the actual depth of cover, true load, and proposed field conditions. Typical design strength calculations for an HS-25 loading condition shall be submitted as part of the Storm Drainage Study.

9-01-11-03-03-03 Maintenance Access

Access to the underground detention facility shall be provided in accordance with this Section. To facilitate cleaning of the pipe segments, 3-foot diameter maintenance access ports shall be placed according to the schedule in Table 9.16.

Table 9.16—Underground Detention - Maintenance Access Requirements

Detention Pipe Size	Maximum Spacing	Minimum Frequency
36" to 54"	50'	Every pipe segment
60" to 66"	75'	Every other pipe segment
>66"	100'	One at each end of the battery of pipes

9-01-11-03-03-04 FLOOD HAZARD WARNING

In addition, all underground detention areas shall have a sign posted identifying the underground detention area. The signs shall have a minimum area of 1.5 square feet and contain the following message:

“Warning
 There is an underground detention basin in this area.
 Caution, digging in this area could cause damage.”

9-01-11-03-03-05 ACCESS AND MAINTENANCE EASEMENTS

A drainage maintenance easement shall be granted to the County for emergency maintenance and access to keep the underground detention facility operable. A separate access easement may be required by the County to ensure maintenance access to the underground facility

9-02 STORMWATER QUALITY REGULATIONS - PURPOSE AND INTENT

Protecting the quality of stormwater runoff is a priority to Adams County and is required by Colorado Discharge Permit System (CDPS) Regulations. The Colorado Department of Public Health and Environment (CDPHE), Water Quality Control Division (WQCD), through the Municipal Separate Storm Sewer System (MS4) Phase II permit issued to Adams County, requires Adams County to control and reduce the discharge of pollutants to protect stormwater quality and to satisfy the appropriate water quality requirements of the Colorado Water Quality Control Act (25-8-101 et. seq., C.R.S) and the Colorado Discharge Permit Regulations (Colorado Regulation No. 61). It is the intent of these regulations to implement an effective Construction Site Stormwater Runoff Control Program, Post-construction Stormwater Management Program and Illicit Discharge and Detection Program to establish uniform criteria to minimize stormwater pollution to the maximum extent practicable from certain development and redevelopment sites, to improve flood control, protect the environment, and enhance the health and safety of County residents.

This Section includes:

- 1) Section 9-03 Construction Stormwater Management
- 2) Section 9-04 Post-construction Runoff Regulations
- 3) Section 9-05 Illicit Discharges

9-02-01 AUTHORITY

The Director of the Public Works Department shall administer, implement and enforce the provisions of the Stormwater Quality Regulations.

9-03 CONSTRUCTION STORMWATER MANAGEMENT

9-03-01 GENERAL REQUIREMENTS

Any person who undertakes or causes to be undertaken any construction activity within unincorporated Adams County that involves disturbance of the land surfaces, regardless of the size or location of the construction project, shall ensure that soil erosion, sedimentation, pollutant loads and changes to water flow characteristics resulting from their activities are controlled so as to minimize stormwater pollution and protect receiving waters.

The following are unincorporated Adams County minimum requirements (note that additional requirements apply within the Adams County MS4 Permitted Area):

1. All construction projects disturbing one (1) or more acres, or less than one (1) acre but belonging to a larger common plan of development or sale larger than one (1) acre, shall comply with the Colorado Discharge Permit System (CDPS) Stormwater Discharge Permit for Construction Activities when applying for a County Permit. Compliance with CDPS Stormwater Discharge Permit's term and conditions throughout construction is required.
2. All construction sites, proposing to disturb 3,000 sq ft or more of land, shall submit an Erosion Control (EC) Plan with their applicable County Permit application. The EC Plan, is a civil drawing depicting the project site with the location of all construction Best Management Practices (BMPs), including the associated BMP details, that will be installed and maintained during construction and final stabilization practices.
3. Landowners shall be responsible for ensuring that any temporary and/or permanent construction BMPs installed prior to purchase of a lot, parcel or site from a developer, previous landowner, or builder as part of the implementation of the EC Plan or State's CDPS Stormwater Discharge Permit for Construction Activities are properly maintained and remain in good working order. If not installed prior to individual lot acquisition, all temporary and/or permanent BMPs required by the EC Plan, State's CDPS Stormwater Discharge Permit or other written requirements of the County shall be installed by the landowner immediately and maintained until final stabilization is reached. All temporary BMPs shall be removed after work on the site has been completed, final stabilization has been reached and measures are no longer needed.
4. If the County determines there are non-compliance issues, the County may, in writing, direct the landowner, developer, builder, or Stormwater Quality (SWQ) Permittee, as the case may be, to repair, replace and/or install any stormwater pollution prevention construction BMPs as required by the site's EC Plan, Erosion and Sediment Control Plan (ESCP), Stormwater Management Plan (SWMP); or require additional measures be installed if deemed necessary by the County, in order to minimize said stormwater pollution. It shall be a violation of these regulations for any landowner, developer, builder

or SWQ Permittee to fail to undertake all reasonable and necessary measures to comply with such written directives.

9-03-02 TECHNICAL STANDARDS AND SPECIFICATIONS

All construction stormwater pollution prevention BMPs shall be designed and maintained to meet standards of this Regulation, the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual, Volume 3; or the Colorado Department of Transportation (CDOT) Item Code Book as the same may be amended from time to time. These manuals may be updated and expanded from time to time, at the discretion of the County, based on improvements in engineering, science, monitoring and local maintenance experience.

9-03-03 STORMWATER QUALITY (SWQ) PERMIT APPLICABILITY

The following construction projects shall obtain an Adams County Stormwater Quality (SWQ) Permit, unless excluded under Section 9-03-04:

1. Any construction activity, within unincorporated Adams County MS4 Permitted Area, that disturbs one (1) or more acres of land.
2. Any construction activity within unincorporated Adams County MS4 Permitted Area that disturbs less than one (1) acres of land which is also part of a larger common plan of development or sale that would disturb, or has disturbed since the implementation of the County's MS4 permit construction requirements, at least one (1) or more acres, unless the disturbed areas have been finally stabilized.
3. If a construction project is partially located within the MS4 Permitted Area, then only the area disturbed within the County's MS4 Permitted Area is subject to the SWQ Permit requirements.
4. If there is an applicable construction site overlapping multiple jurisdictions, and a written agreement is in place with a co-regulating jurisdiction holding an MS4 Permit, the BMP requirements may be imposed in accordance with the requirements of the co-regulating jurisdiction pursuant to a written agreement. SWQ permit requirements, review and Adams County Regulatory Inspections may be delegated to the co-regulating jurisdiction.

It shall be unlawful for any person to commence or conduct qualifying construction activities, land disturbance activities or other development without first obtaining a SWQ Permit.

9-03-04 EXEMPTIONS

The Adams County SWQ Permit is not required for the following:

1. Construction projects outside the County's MS4 Permitted Area, regardless of the size of the project.
2. Land zoned for and used for agriculture; including agricultural practices such as tilling, planting, or harvesting. This exemption does not apply to buildings on agriculturally zoned land.
3. Gravel, sand, dirt or topsoil removal as authorized pursuant to approval of the Colorado Mined Land Reclamation Board;
4. Any construction activity waived or exempt of coverage under the State of Colorado CDPS Stormwater Construction Permit (i.e: R-Factor Waiver);
5. Pavement maintenance of public and private roadways, such as an overlay or pavement patching, that does not disturb the subsurface of the paved street.
6. Emergency situations that pose an imminent risk to life or property, such as hazardous waste cleanup operations, emergency fire fighting, or emergency utility repairs provided that applicable projects apply for a SWQ Permit within 14 days of the start of construction activity.
7. Land disturbance of one (1) or more acres for construction of a single family dwelling within Adams County MS4 Permit Growth Area on a large single family residential lot, or agriculturally zoned land, with an area greater than or equal to 2.5 acres, and having a total site impervious area that is equal to or less than 10% imperviousness.
8. Land disturbance of one (1) or more acres for construction of a single family dwelling within Adams County MS4 Permit Growth Area on a large single family residential lot, or agriculturally zoned land, with an area greater than or equal to 2.5 acres, and having a total site impervious area that is equal to or less than 20% imperviousness; only if a study specific to the watershed shows that expected soil and vegetation conditions are suitable for infiltration/filtration of 100% of the Water Quality Control Volume (WQCV) for a typical site has been conducted and approved by the County.
9. Land disturbance of one (1) or more acres for facilities associated with oil and gas exploration, drilling, production, processing, treatment operations, or transmission facilities within Adams County MS4 Permit Growth Area. These facilities are not exempt from CDPS Stormwater Discharge Permit for Construction Activities coverage.

Notwithstanding the foregoing SWQ Permit exemptions in this Section, those operations and construction activities that are exempted from obtaining a SWQ Permit must nevertheless comply with the rules and regulations concerning erosion and sediment control specified in Section 9-03-01 General County Requirements or other applicable provisions of this Regulation, and shall provide adequate stormwater pollution prevention controls.

9-03-05 SWQ PERMIT APPLICATION

The applicant must submit to the County the following documentation to obtain a SWQ Permit:

1. A complete SWQ Permit Application on the form prescribed by the County. The application shall be signed by a person responsible for compliance with the SWQ permit throughout the duration of the permit's validity.
2. An Erosion and Sediment Control Plan (ESCP) that includes the narrative and civil EC Plan, according to Section 9-03-08 ESCP.
3. A copy of the State CDPS Stormwater Construction Permit Certification.
4. Permit fees in accordance with Section 9-03-06 SWQ Permit Fees.
5. The BMP Cost Opinion Worksheet form or equivalent.
6. Financial surety according to Section 9-03-07 SWQ Permit Financial Surety.
7. When applicable:
 - a. Recorded Plat including ownership and long-term responsibilities for the post-construction BMP; or recorded stand alone Post-construction BMP drainage access easement.
 - b. Recorded Post-construction BMP Maintenance and Operation Plan.
8. Other materials as deemed appropriate by the County to ensure compliance with this Regulation.

SWQ permits are issued for a period of twelve (12) months, and solely for the specific applicant, scope of work, location and size of the proposed development. Any SWQ permit renewal or modifications to the scope of work, location or size of the permitted area (area within the construction boundary line where land disturbing activities are allowed to take place) must be pre-approved in writing by the County. Amendments to the permit shall be filed by the Permittee with the County on a form prescribed by the County.

SWQ permits will not be approved until construction plans are approved. If there is no construction activity for a period longer than 6 months then any SWQ Permit issued will be automatically terminated. All applicable SWQ permit fees are non refundable.

9-03-06 SWQ PERMIT FEES

SWQ Permit fees shall be established from time to time in the annual fee schedule adopted by the Board of County Commissioners. The permit fees shall be paid at the time of submittal of the SWQ Permit application.

9-03-07 SWQ PERMIT FINANCIAL SURETY

Financial surety shall be submitted in the form of check, irrevocable letter-of-credit or bond to the benefit of the County, in the amount determined by the estimated cost of the

work required to ensure compliance with the SWQ Permit requirements. Refer to Appendices for Irrevocable Letter of Credit and Bond template.

The amount shall be sufficient to purchase, install and maintain the construction site's temporary and permanent erosion and sediment control BMP measures as indicated on the ESCP. The amount shall be calculated using the BMP Cost Opinion Worksheet which uses the industry average cost to estimate the probable costs for erosion and sediment control BMPs. The Worksheet may be updated from time to time and is included in the Appendices.

The surety shall remain in place until final stabilization is reached in accordance with Section 9-03-11 Final Construction Site Stabilization.

The County has the authority to reduce the performance surety amount to 20% of the original approved amount, or retain a minimum amount of \$1,500, whichever amount is higher, if construction activities have been completed, temporary and permanent construction BMPs are in place and the site is only waiting for Final Stabilization.

The County may consider release of a performance surety at such time as the development, in whole or in part, is sold by the Permittee, and responsibility for stormwater and erosion and sediment control is transferred to the new owner and acceptable substitute performance surety is provided by the new owner.

The surety, less any deductions in accordance with Section 9-03-20 Penalties, shall be promptly released and returned to the Permittee if all required work has been completed successfully and all other requirements of these Regulations have been met.

9-03-08 EROSION AND SEDIMENT CONTROL PLAN (ESCP)

The Permittee shall develop and implement a site specific Erosion and Sediment Control Plan (ESCP), utilizing Adams County's ESCP Template as outlined in the Appendices, Colorado Department of Transportation current SWMP Template, or equivalent. The ESCP shall comply, at a minimum, with the SWMP requirements established by the State of Colorado CDPS Stormwater Construction Permit, as amended. Additionally, the ESCP shall be prepared in accordance with good engineering and hydrologic pollution control practices by a Professional Engineer, or individual that holds and provides evidence of a current certification in development of Stormwater Management Plans, or Certified Professional in Erosion and Sediment Control.

The ESCP shall be implemented from start of land disturbance until final stabilization and permanent stormwater quality BMPs (if applicable) are effectively in place.

Adams County ESCP review and conditional acceptance process only intends to verify that minimum ESCP requirements set by the CDPS Stormwater Construction Permit, and Adams County Stormwater Quality Regulations are met. The acceptance of the ESCP by the County is granted with the condition that the ESCP is considered a living document and will change due to unforeseen issues or if the submitted plan does not function as intended. Revisions and updates of the ESCP shall be conducted regularly by the Permittee during

construction. Additional or revised BMPs will be required should inspections indicate the ESCP is not adequately controlling erosion, capturing sediment, or preventing contact of stormwater runoff from potential pollutant sources.

The main purpose of the ESCP is to reduce pollutants in stormwater discharges from construction sites. The ESCP describes implementation, maintenance and inspection of construction stormwater pollution prevention BMPs.

The ESCP is a detailed written plan that shall include:

1. Identification of all potential pollutant sources which may reasonably be expected to affect the quality of stormwater discharges associated with the following construction activities:
 - a. Land disturbance and storage of soils.
 - b. Vehicle tracking
 - c. Loading and unloading operations
 - d. Outdoor storage of construction site materials, building materials, fertilizers, and chemicals
 - e. Bulk storage of materials.
 - f. Vehicle and equipment maintenance and fueling
 - g. Significant dust or particulate generating processes
 - h. Routine maintenance activities involving fertilizers, pesticides, detergents, fuels, solvents and oils.
 - i. Concrete truck/equipment washing, including the concrete truck chute and associated fixtures and equipment.
 - j. Dedicated asphalt and concrete batch plants
 - k. Other areas or operations where spills can occur.
 - l. Other non-stormwater discharges, including construction dewatering not covered under the CDPHE Construction Dewatering Discharges general permit and processed water discharges.
2. Description of the construction stormwater pollution prevention BMPs (erosion control, sediment control and waste management control), designed and selected for the potential pollutant sources listed above, which will be installed during each phase of construction (initial, interim and final). These can be temporary or permanent, structural or non-structural construction BMPs.
3. Erosion Control (EC) Plan, which is a site plan(s) including, but not limited to:
 - a. Construction site boundary line or limits of construction,
 - b. All areas of ground surface disturbance,
 - c. Areas of cut and fill,
 - d. Areas used for storage of building materials, equipment, soil or waste,
 - e. Location of dedicated asphalt or concrete batch plants,

- f. Location of all structural BMPs for each phase of the construction project (initial, interim and final),
 - g. Location of all non-structural BMPs as applicable for each phase of the construction project (initial, interim and final); and
 - h. Location of springs, streams, wetlands and other surface waters.
 - i. Any other requirements according to the State of Colorado CDPS Stormwater Construction Permit, as amended.
4. Construction BMP details, which shall include information regarding appropriate uses, design, installation, maintenance and removal information.

9-03-08-01 EROSION CONTROL BMPS

A Permittee must control erosion during construction. Erosion control means reducing the movement of soil by keeping the disturbed ground in place. Five (5) examples of effective erosion controls:

1. Minimize disturbed area and protect natural features and soil.
2. Phase construction activity and seeding.
3. Control stormwater flowing onto and through the project.
4. Stabilize soils promptly.
5. Protect slopes.

9-03-08-02 SEDIMENT CONTROL BMPS

A Permittee must control the transportation of sediment during construction. To control the transportation of sediment is to control eroded sediment from leaving the disturbed area, i.e. the second line of defense. Four (4) examples of effective sediment control BMPS:

1. Protect storm drain inlets.
2. Establish perimeter controls.
3. Retain sediment on-site.
4. Establish stabilized construction entrances/exits.

9-03-08-03 WASTE MANAGEMENT CONTROLS

Waste management controls shall be included in the Erosion and Sediment Control Plan (ESCP) for solid and liquid waste, sanitary waste, chemical waste, contaminated groundwater or soils, etc. Waste management controls include, stockpile management, spill prevention, good housekeeping, proper vehicle maintenance, fueling and storage areas, adequate use of pesticides, herbicides and fertilizers, regular street sweeping, concrete/grout/paint washout area, and storm sewer system cleaning/vacuum and jetting.

Waste materials, such as discarded building materials and solid waste from construction activities, shall be contained and disposed of properly in a timely manner and removed from the construction site.

Waste materials shall not be buried, dumped or left at the permitted construction site. Waste materials shall not be temporarily placed or stored in the street, alley, or other public right-of-way with the exception of construction located within the public right-of-way.

All materials stored on-site shall be stored in a neat and orderly manner, in their original containers, with original manufacturer's labels. Materials shall not be stored in a location where they may be carried by stormwater runoff into the County's MS4 or State Waters.

9-03-08-04 ESCP FIELD CHANGES

The ESCP shall be kept at the construction site and shall be updated by the Permittee as construction progresses and field conditions change.

If major changes to the ESCP are needed related to hydrology, then the ESCP must be resubmitted to the County.

Minor changes such as BMP substitutions needed after initial submittal to the County, can be made directly at the site by the Permittee. Documentation of the changes must be available to the County upon request.

The ESCP shall be revised as soon as practicable, following the BMP installation or implementation and according to the SWMP requirements of the State of Colorado CDPS Stormwater Construction Permit, as amended. A notation shall be included in the ESCP with the initials and date of the change(s). If the ESCP is not up to date, or the Permittee fails to conduct a mandated stormwater inspection, it shall be deemed inadequate resulting in a SWQ permit violation.

9-03-09 SELECTION, INSTALLATION AND MAINTENANCE OF CONSTRUCTION BMPS

Adequate construction BMPs must be installed prior to the start of construction activity. BMPs must control potential pollutants (such as sediment, construction site waste, trash, concrete truck washout, chemicals, sanitary waste and contaminated soils) during each phase of construction, and must be maintained until final stabilization is reached. The Permittee must ensure that all BMPs are appropriate for the selected application, installed and maintained according to the conditionally accepted ESCP and BMP detail drawings and in effective working condition to function as designed.

9-03-09-01 PROPRIETARY AND ALTERNATIVE CONSTRUCTION BMPS

The technology of construction stormwater pollution prevention BMPs is constantly changing. New innovations are developed and existing technologies are refined to be more effective. The BMPs included in these Regulations are not meant to be comprehensive. Should the owner or engineer desire to use other BMPs, it will be necessary to provide documentation that adequately demonstrates an alternative BMP option can effectively control stormwater runoff quality. Proprietary or alternative BMP options will be reviewed on a case-by-case basis by the County.

9-03-10 STORMWATER INSPECTION FREQUENCY

The Permittee shall perform and document site stormwater inspections following the inspection frequency requirements of the State CDPS Stormwater Construction Permit, as amended.

The Permittee must inspect for evidence of, or the potential for pollutants leaving the construction site permit boundaries, entering into the MS4, or discharging into State Waters. All erosion and sediment control BMPs identified in the ESCP shall be evaluated to ensure they are installed, maintained and operating correctly.

9-03-10-01 STORMWATER INSPECTION REPORT

The Permittee shall keep a record of all required stormwater site inspection reports, as well as all Adams County Regulatory Inspection reports. Records must be available on-site upon request. The Permittee must comply with the retention of record requirement set by the State CDPS Stormwater Construction Permit, as amended. Stormwater inspection reports must identify any incidents of non-compliance with the terms and conditions of the SWQ Permit.

At a minimum, the stormwater inspection report must contain and comply with the requirements set by the State CDPS Stormwater Construction Permit, and shall include the following information:

1. Inspection date;
2. Names(s) and titles(s) of personnel performing the inspection;
3. Locations(s) of any discharges of pollutants outside the SWQ Permit boundary;
4. Location(s) of BMPs that need to be maintained;
5. Location(s) of BMPs that failed to operate as designed or proved inadequate for a particular location;
6. Location(s) where additional BMPs are needed that were not in place at the time of inspection;

7. Description of all BMP corrective actions and the date corrected;
8. Document when the BMPs are no longer necessary and are removed; and
9. Certification Statement signed by the Permittee or his/her designee stating that the inspection information is true and accurate.

9-03-11 FINAL CONSTRUCTION SITE STABILIZATION

Final Construction Site Stabilization occurs when all ground disturbing activities are complete, and all disturbed areas have either been built on, paved over or a uniform vegetative cover has been established per conditionally accepted ESCP.

Prior to SWQ Permit closeout, all items listed below must be completed in order for the construction site to be considered to have final stabilization:

1. The site has a uniform vegetative cover with a density of at least seventy percent (70%) compared to the original undisturbed site. Vegetative cover shall be established with the approved seed mix, sod or a combination thereof.
2. If applicable, proper installation and maintenance of all approved permanent post-construction stormwater quality BMPs.
3. Removal of all stockpiles of soil, construction material/debris, construction equipment, etc. from the construction site.
4. Streets, parking lots and other surrounding paved surfaces are clean and free of any sediment or debris.
5. Removal of sediment and debris within the private or adjacent public storm drainage system.
6. Restoration and stabilization of any damaged public infrastructure caused by the Permittee's construction activities.

Any acceptance of installed vegetative cover shall not be construed to relieve the property owner of the duty to warrant and maintain the installed vegetative measures as aforementioned.

9-03-12 PERMIT CLOSEOUT

In order to close out the SWQ Permit, the Permittee must complete the following:

9-03-12-01 PERMIT CLOSEOUT NOTIFICATION

The Permittee must contact the County to set up a Closeout Inspection.

The purpose of the Closeout Inspection is to verify the site is adequately stabilized and/or covered with pavement or structures, per the County accepted plans.

If the County needs to conduct more than one Closeout Inspection, an inspection fee may be assessed for each additional closeout inspection, as approved by Adams County Annual Fee Schedule adopted by the Board of County Commissioners.

9-03-12-02 REMOVAL OF TEMPORARY BMPS

Once the site has met the final stabilization conditions, as specified in Section 9-03-11 Final Construction Site Stabilization, the remaining temporary BMPs such as perimeter controls, inlet protection, silt fence, etc. shall be removed and disposed of properly.

9-03-13 RELEASE OF FINANCIAL SURETY

Once all conditions as specified in Section 9-03-12 Permit Closeout, have been met, the Permittee may request the release of the financial surety to the County.

9-03-14 ADAMS COUNTY REGULATORY INSPECTIONS

All Adams County SWQ Permits may be inspected regularly during construction by the County to ensure compliance with the County's Stormwater Quality Regulations, SWQ Permit and/or ESCP.

Adams County reserves the right to request, at any time, submittals of documents associated with the SWQ Permit, including; the Permittee's stormwater site inspection logs, the current ESCP, etc. The County will identify a time frame that specifies the date the Permittee must submit the requested documentation. If the Permittee fails to provide the requested documentation, a violation will be assessed. Adams County Regulatory Inspections shall not be used in place of the Permittee's stormwater inspections as required under the SWQ Permit.

9-03-15 RIGHT OF ENTRY

Refer to Chapter 1 of these standards and regulations for the authority to enter onto private property within unincorporated Adams County for inspection purposes.

Additionally, the landowner, developer, builder, or SWQ Permittee must allow County staff the right-of-entry for the following:

1. To enter upon the construction project premises where a regulated facility or activity is located or in which records are required to be kept under the terms and conditions of the Adams County Stormwater Quality Regulations or Adams County SWQ Permit.

2. To have access to the construction project premises to request copies of any records, stormwater inspection reports, plans or documentation required to be kept under the terms and conditions of the Adams County Stormwater Quality Regulations.
3. To enter upon the construction project premises to investigate, within reason, any actual, suspected, or potential source of water pollution, or violation of these regulations. The investigation may include, but is not limited to, the following: sampling of any discharge or process waters, the taking of photographs, interviewing associated personnel on alleged violations, and access to any and all facilities or areas within the project premises that may have any effect on the discharge, permit, or alleged violations.

9-03-16 ULTIMATE RESPONSIBILITY

Adams County Stormwater Quality Regulations are to be interpreted as minimum standards and regulations. These regulations may not be adequate to comply with the requirements of the State CDPS Stormwater Discharge Permit for Construction Activities. The Permittee is ultimately responsible for ensuring compliance with the State CDPS Stormwater Discharge Permit for Construction Activities.

These Regulations do not intend or imply compliance by any person will ensure there will be no contamination, pollution or unauthorized discharge of pollutants. These Regulations shall not be construed as implying County liability for any non-compliance by a Permittee or any other person, nor for any damage or injury to third persons.

9-03-17 AUTHORITY

Enforcement of the Adams County Stormwater Quality Regulations and the County SWQ Permit are the responsibility of the Department of Public Works.

The Department of Public Works is hereby authorized to issue the SWQ Permit and sign-off (or withhold the approval) of associated County permits (e.g. Building, Right-of-Way, Infrastructure, etc.) with a stormwater signature line once all SWQ Permit conditions have been.

The Department of Public Works is also hereby authorized to sign off on the Certificate of Occupancy (C.O.) for buildings holding a SWQ Permit. In order for the Department of Public Works to sign off on a C.O., the associated overall site shall be in compliance with the SWQ Permit. Sites that are under an enforcement action may not receive a sign off by the Department of Public Works.

9-03-18 ENFORCEMENT POLICIES

It is the policy of Adams County to encourage compliance with the Stormwater Quality Regulations by working with the landowner, developer, builder, or SWQ Permittee during construction.

The County may allow the landowner, developer, builder, or SWQ Permittee a reasonable amount of time to re-inspect the site to ensure necessary measures have been completed to bring a construction site into compliance prior to formal enforcement.

The County considers the owner of the land the ultimate responsible party for all construction activities. It is ultimately the responsibility of the landowner to take all necessary measures to ensure the site is in compliance with County, State and Federal statutes, regulations, ordinances and permits.

The County has, to the maximum extent practicable, made its Stormwater Quality Regulations consistent with the requirements of the State CDPS Stormwater Discharge Permit for Construction Activities. In the event of conflicting requirements, the most stringent or restrictive shall govern.

9-03-19 CONSTRUCTION STORMWATER VIOLATIONS

The following items are considered, but not limited to, a violation of the Stormwater Regulations and/or Stormwater Quality (SWQ) Permit:

1. Conducting a permit covered activity without a County SWQ Permit.
2. Failure to prepare an Erosion and Sediment Control Plan (ESCP).
3. Failure to prepare an Erosion Control (EC) Plan
4. Conducting a permit covered activity without Adams County review and conditional acceptance of the ESCP.
5. Conducting activity without a State CDPS Stormwater Discharge Permit for Construction Activities (when applicable).
6. Failure to renew the SWQ Permit.
7. Failure to renew the SWQ Permit's financial surety.
8. Deficient ESCP.
9. Failure to update the ESCP adequately to reflect current site conditions.
10. Failure to install, maintain or properly select Best Management Practices (BMP).
11. Failure to correct findings from previous Adams County Regulatory Inspections.

12. Failure to perform stormwater inspections of the permitted construction site.
13. Failure to submit requested documentation.
14. Failure to adequately respond to the County's written directives.
15. Failure to install permanent post-construction BMPs (if applicable).
16. Lack of good housekeeping practices.
17. Pollution, contamination or degradation of stormwater quality.
18. An illicit discharge into the County's Municipal Separate Storm Sewer System.

9-03-20 PENALTIES

In addition to penalties listed under Chapter 1 of these standards and regulations, the following penalties may apply to any person, landowner, developer, builder, or SWQ Permittee if such person fails to adequately comply with the measures required by the ESCP, EC Plan, SWQ Permit, Stormwater Quality Regulations or other written requirements by the County. The remedies listed below are not exclusive of any other remedies available under any applicable federal, state or local law, and it is within the discretion of the County to seek alternative and/or cumulative remedies.

Verbal or Written Warning: Advice of non-compliance given by the County to the Permittee that indicates the Permittee is in violation with County Regulations and directing immediate resolution.

Notice of Violation: As define in Chapter 1 of these standards and regulations. Additionally the NOV shall include re-inspection dates in which the County returns to the site to ensure completion of corrective and preventative measures. Possible measures may include, but are not limited to; vacuum and jetting storm sewer structures, attending educational training, submitting standard operating procedures, posting signage, reimbursing the County for any additional inspection cost and/or spill material provided by the County, etc. When clean-up and repairs are not feasible, then alternative equivalent activities may be directed such as, but not limited to, storm drain stenciling, attendance to compliance workshops, and trash cleanup.

Suspension or Revocation of Permits: As define in Chapter 1 of these standards and regulations. All fees for re-issuance of a new permit must be paid prior to re-issuance of the permit.

Permit Fee Increase: As established in the Annual Fee Schedule adopted by the Board of County Commissioners.

Certificate of Occupancy (C.O.) Withhold: As define in Chapter 1 of these standards and regulations. In Addition, the County may withhold the Certificate of Occupancy (C.O.) sign off if the associated overall site is not in compliance with the Stormwater Quality

Regulations or SWQ Permit requirements. Sites that are under an enforcement action will not receive a sign off by Public Works Department.

Cease and Desist Order: As define in Chapter 1 of these standards and regulations.

Payment of additional Inspections: A person or landowner may be charged inspection fees for more than one regular follow-up regulatory inspection or any inspection triggered by a Notice of Violation as established in the Annual Fee Schedule adopted by the Board of County Commissioners.

Stringent Stormwater Inspection Frequency: Permittees may be required to conduct stormwater inspections on a more stringent frequency if the Permittee is non-responsive after two NOV, or systematic/chronic violator.

Financial Surety Withdrawal: The County may, after notifying the SWQ Permittee of the required maintenance and/or BMP removal, and such person's failure to perform such maintenance and/or BMP removal within ten (10) business days thereafter, enter upon the property and perform or cause to be performed the required work and assess the reasonable costs and expenses of such work against such person. At such time, as any assessment for work performed by the County has not been paid by the SWQ Permittee, the County shall withdraw from the SWQ Permit Financial Surety;

Civil/Criminal Action: As define in Chapter 1 of these standards and regulations.

9-04 POST-CONSTRUCTION RUNOFF REGULATIONS

The purpose and intent of this Section is to establish minimum post-construction stormwater management requirements and controls to protect and enhance the water quality of receiving waters and to provide for the health, safety and general welfare of the residents of unincorporated Adams County.

The objectives are:

1. To require the implementation of post-construction practices and promote Low-Impact Development (LID) techniques to control stormwater runoff from development and redevelopment sites in order to prevent flooding, erosion and stormwater pollution;
2. To protect surface water resources from degradation by guiding the development of the community away from sensitive areas;
3. To preserve the natural infiltration of groundwater and to protect the quantity and quality of groundwater resources;
4. To ensure adequate long-term operation and maintenance of post-construction stormwater management practices; and
5. To enable the County to comply with the State of Colorado MS4 Permit and other applicable federal and state regulations.

9-04-01 APPLICABILITY

The following construction projects shall comply with Post-construction Run-off Regulation requirements, unless excluded under Section 9-04-02:

1. All development or redevelopment construction sites located within unincorporated Adams County's MS4 Permitted Area that disturb an area of one (1) acre or greater.
2. All development or redevelopment construction sites located within unincorporated Adams County's MS4 Permitted Area that disturb less than one (1) acre, which are part of a larger common plan of development disturbing (1) or more acres of land even though multiple, separate and distinct development activities may take place at different times on different schedules.
3. Any post-construction BMPs constructed outside Adams County MS4 Permitted Area, which were installed to fulfill the requirement of this Section for parcels that do not have sufficient space to install the post-construction BMP within the MS4 Permitted Area boundary.

In the case where an applicable post-construction BMP is part of future phasing, the temporary measure must meet one of the Minimum Design Standards in Section 9-04-04.

9-04-02 EXEMPTIONS

The following exemptions apply:

1. Any new development or redevelopment site, regardless of the size of the project, located outside Adams County MS4 Permitted Area, provided this exemption does not exclude long-term maintenance responsibilities of drainage structures as set under Section 9-04-13 Operations and Maintenance of Permanent Post-Construction BMPs.
2. Any development or redevelopment, regardless of the size or location (inside or outside the MS4 Permitted Area), approved by the County prior to the initial effective date of the implementation of the County's MS4 Permit Post-Construction Run-off Program requirements, provided this exemption does not exclude long-term maintenance responsibilities of existing drainage structures as set under Section 9-04-13 Operations and Maintenance of Permanent Post-Construction BMPs.
3. Activities that are exclusively for agricultural land use, regardless of the size or location (in or outside the MS4 Permitted Area).
4. Routine maintenance and repair to any post-construction BMP, regardless of the size or location (inside or outside the MS4 Permitted Area), deemed necessary to maintain original grade, hydraulic capacity or original purpose of drainage structures.
5. Pavement management sites or portions of sites, for the rehabilitation, maintenance, and reconstruction of roadway pavement, which includes roadway re-surfacing, mill and overlay, white topping, black topping, curb and gutter replacement, concrete panel replacement, and pothole repair. The purpose of the site must be to provide additional years of service life and optimize service and safety. The site must also be limited to the repair and replacement of pavement in a manner that does not result in an increased impervious area nor the infrastructure substantially change. The types of sites covered under this exclusion include day-to-day maintenance activities, rehabilitation, and reconstruction of pavement. Roadways include roads and bridges that are improved, designed or ordinarily used for vehicular travel and contiguous areas improved, designed or ordinarily used for pedestrian or bicycle traffic, drainage for the roadway, and/or parking along the

roadway. Areas primarily used for parking or access to parking are not roadways.

6. Excluded roadway redevelopment sites for existing roadways, when one of the following criteria is met:
 - a. The site adds less than 1 acre of paved area per mile of roadway to an existing roadway, or
 - b. The site does not add more than 8.25 feet of paved width at any location to the existing roadway.
7. Redevelopment site exclusion of only the area of the existing roadway when the site does not increase the width by two (2) times or more, on average, of the original roadways area. The entire site is not excluded from being considered an applicable development site for this exclusion, the area of the site that is part of the added new roadway area is still an applicable development site.
8. Activities for installation or maintenance of aboveground and underground utilities or infrastructure that do not permanently alter the terrain, ground cover, or drainage patterns from those present prior to the construction activity. This exclusion includes, but is not limited to, activities to install, replace or maintain utilities under roadways or other paved areas that return the surface to the same condition.
9. Single-family residential lot, or agriculturally zoned lands, greater than or equal to 2.5 acres in size per dwelling and having a total lot impervious area of less than ten percent (10%). A total lot imperviousness greater than ten percent (10%) is allowed when a study specific to the watershed and/or MS4 shows expected soil and vegetation conditions are suitable for infiltration/filtration of the WQCV for a typical site, and the County accepts such study as applicable within its MS4 boundaries. The maximum total lot impervious covered under this exclusion shall be twenty percent (20%).
10. Non-residential and non-commercial sites for which post-development surface conditions do not result in concentrated stormwater flow during the 80th percentile stormwater runoff event, as defined in Chapter 11 under the WQCV term. In addition, post-development surface conditions must not be projected to result in a surface water discharge from the 80th percentile stormwater runoff events. Specifically, the 80th percentile event must be infiltrated and not discharged as concentrated flow. For this exclusion to apply, a study specific to the site, watershed and/or MS4 must be conducted. The study must show rainfall and soil conditions present within the applicable site; and the County must

accept such study as Applicable within its MS4 boundaries. This exclusion does not apply to residential or commercial sites.

11. Sites with land disturbance to undeveloped land that will remain undeveloped (land with no human-made structures such as buildings or pavement).
12. Stream stabilization sites.
13. Pedestrian or bike trails detached from roadway projects. Bike lanes for roadways are not included in this exclusion, unless attached to a roadway that qualifies under another exclusion in this Section.
14. Facilities associated with oil and gas exploration, production, processing, or treatment operations, or transmission facilities, including activities necessary to prepare a site for drilling and for the movement and placement of drilling equipment, whether or not such field activities or operations may be considered to be an applicable construction activity.
15. In the event the project is located within Adams County Growth Area according to Adams County's MS4 Permit, as amended, the following is excluded:
 - a. Agricultural facilities and structures on agriculturally zoned lands (e.g., barn, stables).
 - b. Residential development site or larger common plans of development for which associated construction activities result in a land disturbance of less than or equal to 10 acres and have a proposed density of less than 1,000 people per square mile.
 - c. Commercial or industrial development site or larger common plans of development for which associated construction activities results in a land disturbance of less than or equal to 10 acres.

9-04-03 GENERAL REQUIREMENT

All applicable development or redevelopment projects shall incorporate in the design permanent post-construction BMP(s) and source control BMPs. Post-construction requirements must be met prior to receiving approval from the County to proceed with construction of the development or redevelopment.

Post-construction BMPs shall:

1. Be designed considering existing site conditions, site operations and potential pollution sources.

2. Be designed to minimize regular maintenance, facilitate the performance of required maintenance and repair tasks, ensure proper functioning and reduce the potential for extensive, difficult and costly remedial or emergency maintenance efforts.
3. Be strong, durable and corrosion-resistant.
4. Incorporate safety measures.
5. Include design features to prevent accumulation or discharge of trash and debris in drainage systems.
6. Include source control BMPs to prevent and/or contain spills at industrial or commercial developments.
7. Avoid adverse effects on water quality and quantity, or harm or damage to persons and property.

9-04-04 MINIMUM DESIGN STANDARD

Post-construction BMPs for applicable development and redevelopment sites shall meet one of the following base design standards listed below within the County's MS4 Permitted Area:

1. Water Quality Capture Volume (WQCV) Standard: The post-construction BMP shall be designed to provide treatment and/or infiltration of the WQCV and:
 - a. 100% of the applicable development site is captured, except the County may exclude up to 20%, not to exceed one (1) acre, of the applicable development site area when the Developer has determined that it is not practicable to capture runoff from portions of the proposed site that will not drain towards post-construction BMPs. In addition, the Developer must also determine the implementation of a separate post-construction BMP for the portion of the site that is not practicable. (for example: driveway access that drains directly to the street)
 - b. Evaluation of the minimum drain time shall be based on the pollutant removal mechanism and functionality of the post-construction BMP implemented. Consideration of drain time shall include maintaining vegetation necessary for operation of the post-construction BMP (for example: wetland vegetation)
2. Pollutant Removal Standard: The post-construction BMP is designed to treat at a minimum the 80th percentile storm event. The post-construction BMP(s) shall be designed to treat stormwater runoff in a manner expected to reduce the event mean concentration of total suspended solids (TSS) to a median value of 30 mg/l or less.

- a. 100% of the applicable development site is captured, except the County may exclude up to 20 percent not to exceed one (1) acre of the applicable site area when the Developer has determined that it is not practicable to capture runoff from portions of the site that will not drain towards a post-construction BMP. In addition, the Developer must also determine the implementation of a separate post-construction BMP for that portion of the site is not practicable (for example: driveway access that drains directly to street).
3. **Runoff Reduction Standard:** The post-construction BMP(s) is designed to infiltrate into the ground where site geology permits, evaporate, or evapotranspire a quantity of water equal to 60% of what the calculated WQCV would be if all impervious area or the applicable site discharged without infiltration. This base design standard can be met through practices such as green infrastructure. Green infrastructure generally refers to control measures that use vegetation, soils, and natural processes to mimic natural processes to manage stormwater. Green infrastructure can be used in place of or in addition to Low Impact Development (LID) principles.
4. **Applicable Site Draining to a Regional WQCV Control Measure:** The regional WQCV control measure must be designed to accept the drainage from the applicable site. Stormwater from the site must not discharge to a water of the state before being discharged to the regional WQCV control measure. The regional WQCV control measure must meet the requirements of Section 9-04-04.1) Minimum Design Standard - WQCV Standard.
5. **Applicable Site Draining to a Regional WQCV Facility:** The regional WQCV facility is designed to accept drainage from the applicable site. Stormwater from the site may discharge to a water of the state before being discharged to the regional WQCV facility. Before discharging to a water of the state, 20 percent of the total impervious surface of the applicable site must first drain to a control measure covering an area equal to 10 percent of the total impervious surface of the applicable site. The control measure must be designed in accordance with Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual, Volume 3 as amended and/or equivalent criteria. In addition, the stream channel between the discharge point of the applicable site and the regional WQCV facility must be stabilized. The regional WQCV facility must meet the following requirements:
 - a. The regional WQCV facility must be implemented, functional and maintained following good engineering practices, hydrologic and pollution control practices.
 - b. The regional WQCV facility must be designed and maintained for 100% WQCV for its entire drainage area.

- c. The regional WQCV facility must have a capacity to accommodate the drainage from the applicable development site.
- d. The regional WQCV facility must be designed and built to comply with all assumptions for the development activities planned by the County within its drainage area.
- e. Evaluation of the minimum drain time shall be based on the pollutant removal mechanism and functionality of the facility. Consideration of drain time shall include maintaining vegetation necessary for operation of the facility (for example: wetland vegetation).
- f. The regional WQCV facility must meet the requirements under Section 9-04-09 Site Plan Review and Section 9-04-12 Inspections.
- g. The regional WQCV facility must be subject to the County's regulatory authority, or ownership.
- h. Regional WQCV facilities must be designed and implemented with flood control or water quality as the primary use. Recreational ponds and reservoirs may not be considered regional facilities for the purpose of this Section. Water bodies listed by name in surface water quality classifications and standards regulations (5 CCR 1002-32 through 5CCR 1002-38) may not be considered regional facilities.

9-04-05 MINIMUM DESIGN STANDARD FOR CONSTRAINED REDEVELOPMENT SITES

This Section applies to applicable redevelopment sites that meet the following criteria:

1. The applicable redevelopment site is for a site that is greater than 75% impervious area, and
2. The Developer has determined it is not practicable to meet any of the minimum design standards listed under Section 9-04-04. The Developer's determination shall include an evaluation of the applicable redevelopment site's ability to install a post-construction BMP without reducing surface area covered with the structures.

The post-construction BMP shall be designed to meet one (1) of the following:

1. Provide treatment of the WQCV for the area captured. The captured area shall be 50% or more of the impervious area of the applicable redevelopment site. Evaluation of the minimum drain time shall be based on the pollutant removal mechanism and functionality of the post-construction BMP implemented; or
2. The post-construction BMP is designed to provide for treatment of the 80th percentile storm event. The post-construction BMP shall be designed to treat stormwater runoff in a manner expected to reduce the event mean concentration of total suspended solids (TSS) to a median value of 30 mg/l or less. A minimum of 50% of the applicable redevelopment area including 50% or more of the impervious area of the applicable redevelopment area shall drain to the post-construction BMP. This standard does not require that 100% of the applicable redevelopment site area be directed to the post-construction BMP(s) as long as the overall removal goal is met or exceeded (for example: providing increased removal for a smaller area); or
3. Infiltrate, evaporate, or evapotranspire, through practices such as green infrastructure, a quantity of water equal to 30% of what the calculated WQCV would be if all impervious area for the applicable redevelopment site discharged without infiltration.

9-04-06 ACCEPTABLE POST-CONSTRUCTION BMPS

All post-construction BMPs within unincorporated Adams County shall be designed and maintained to meet erosion control, groundwater recharge and stormwater runoff quantity and quality standards of these Regulations; the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual, Volume 3 as amended; and/or equivalent criteria.

The County allows, but is not limited to, the following types of stormwater quality permanent Best Management Practices (BMPs):

1. Grass Buffer
2. Grass Swale
3. Extended Detention Basin
4. Retention Pond
5. Other stormwater quality post-construction BMPs will be considered on a case by case basis. Refer to Section 9-04-07 Proprietary or Alternative Post-construction BMPs.

**9-04-07 PROPRIETARY OR ALTERNATIVE POST-CONSTRUCTION
BMPS**

The technology of post-construction BMPs is constantly changing. New innovations are developed and existing technologies are refined to be more effective. The acceptable post-construction BMPs listed in Section 9-04-06 are not meant to be comprehensive. Should the owner or engineer desire to use other post-construction BMPs, it will be necessary to provide documentation that adequately demonstrates an alternative post-construction BMP option can effectively control stormwater runoff quality. Proprietary or alternative post-construction BMP options will be reviewed on a case-by-case basis.

**9-04-08 PERMANENT POST-CONSTRUCTION BMP CONSTRUCTED
OUTSIDE UNINCORPORATED ADAMS COUNTY**

When the location of the permanent post-construction BMP of an applicable site is designed and constructed to meet the requirements of these Regulations outside of the jurisdictional control of Adams County, the Developer needs to request to the adjacent local jurisdiction a written letter stating the permanent post-construction BMP is accepted by the local jurisdiction as part of their Post-Construction Program to ensure said permanent post-construction BMP is design, constructed and accepted by the local jurisdiction to ensure long-term maintenance of said infrastructure.

9-04-09 SITE PLAN REVIEW

Applicable sites shall submit to the County the following information for review and approval prior to development or redevelopment of the site:

1. Design details for all structural post-construction BMPs.
2. A narrative for all non-structural BMPs for the site including measures to prevent or reduce pollutants being introduced to stormwater, or that prevent or reduce the generation of runoff (such as LID techniques) or illicit discharges according to Section 9-04-10 Source Control BMPs
3. Operation and Maintenance Plan describing procedures to ensure long-term function and integrity of the stormwater post-construction BMPs.
4. Recorded Easement or other legal means to allow the County's access to the post-construction BMP
5. Documentation and confirmation the post-construction BMP was designed according to Section 9-04-04 Minimum Design Standards.
6. If any modification is proposed to the approved Site Plan, the Site Plan must be re-submitted for approval prior to construction or modification of the proposed changes.

9-04-10 SOURCE CONTROL BMPS

Applicable sites shall be required to provide on-site structural and/or non-structural source controls to reduce the potential for illicit discharges into the storm drainage system from the normal operation of the constructed site. Examples of normal site activities which have the potential for pollutants to be discharged and carried off in stormwater runoff include, but are not limited to:

1. Outside material storage
2. Vehicle washing
3. Vehicle maintenance
4. Outside manufacturing
5. Painting operations
6. Above ground storage tanks
7. Loading and unloading areas
8. Fueling
9. Power washing

9-04-10-01 STRUCTURAL SOURCE CONTROLS

Applicable sites that propose outdoor uses and activities that are deemed by the County to have the potential to create illicit discharges shall be required to provide special source control Best Management Practices (BMPs). The source control BMPs shall be designed to prevent the contamination of stormwater runoff from the site. Source control BMPs can include, but are not limited to:

1. Permanent covering of outdoor storage areas
2. Spill containment and control (secondary containment, curbing, diking, etc.)
3. Proper sanitary sewer connections
4. Provision of designated storage and material handling areas
5. Provision of proper waste receptacles
6. Run-on diversion

9-04-10-02 NON-STRUCTURAL CONTROLS

Non-structural Best Management Practices (BMPs) reduce or prevent contamination of stormwater runoff by decreasing pollutant generation through changes in behavior. Non-structural controls are extremely effective, as they typically prevent or eliminate the entry of pollutants into stormwater at their source. The County encourages all development and redevelopment to require and implement non-structural controls throughout their site and within their facility operational practices. Non-structural BMPs, which may provide a significant benefit to water quality, include:

1. General good housekeeping practices

2. Preventative maintenance
3. Recycling programs
4. Spill prevention and response
5. Employee “awareness” education and training

9-04-11 OWNERSHIP

Permanent post-construction BMPs located on private property shall be operated, repaired, maintained and replaced as necessary by the landowner of the property on which the post-construction BMP is located within unincorporated Adams County, unless a written Operation and Maintenance Manual or recorded document exists stating that a person other than the landowner shall be responsible for the operation, repair, maintenance and replacement of such post-construction BMP.

Prior to the approval of the development or redevelopment, the County may require the landowner to create an association to be responsible for the operation, repair, maintenance and replacement of stormwater post-construction BMP. The bylaws, covenants and restrictions of the association shall include the legal responsibility to operate, repair, maintain and replace the post-construction BMP installed in the development, as well as legal authority to levy an assessment on each property owner to pay for the operation, repair, maintenance and replacement of the post-construction BMP, and provisions for a lien on an owner's property for failure to pay the assessment.

9-04-12 INSPECTIONS

The landowner or person responsible for any applicable post-construction BMP shall perform regular inspections in accordance with the adopted criteria manuals or as specified in the Operation and Maintenance (O&M) Plan. Inspection records shall be retained for at least five (5) years, and shall be readily available to the County upon request.

9-04-13 OPERATION AND MAINTENANCE OF PERMANENT POST-CONSTRUCTION BMPS

An important part of water quality management is the continued maintenance of permanent post-construction BMP facilities to ensure they function as designed.

Repair, maintenance and replacement of post-construction BMPs include routine and non-routine operations. Routine maintenance may include inspections, lawn mowing and care, debris and litter removal, minor erosion mitigation, mechanical repairs, mosquito control, and sediment removal. Non-routine procedures may include removal of large amounts of accumulated sediments, dredging the bottom of a pond, restoration

of large eroded areas, fence repair or replacement, restoration of vegetation and structural repairs.

The owner of the property located within unincorporated Adams County is responsible for the maintenance in perpetuity of privately owned drainage facilities including storm inlets, storm pipes, culverts, channels, ditches, hydraulic structures, emergency spillways, post-construction BMPs such as detention basins or retention basins, etc. located on private land unless modified by the Subdivision Improvement Agreement (SIA), recorded Plat, approved and recorded Operation and Maintenance Manual or other acceptable recorded document. Preventative and corrective maintenance and replacement shall be performed to maintain the function and integrity of the stormwater post-construction BMP and other drainage facilities.

9-04-13-01 MAINTENANCE REQUIREMENT

The County requires maintenance of the private storm sewer systems, including permanent post-construction BMPs. The obligation to maintain post-construction BMPs and the County's legal right to enforce that obligation is a requirement of this Section. It may also be memorialized on the Subdivision Plat, Annexation Map, Subdivision Improvement Agreement, recorded Operation and Maintenance Manual or other instrument in a form acceptable to the County.

When recording a Plat, the maintenance requirement shall be clearly stated within the plat notes. Refer to the Appendices for Drainage Maintenance and Access Easement language, or equivalent statement, that must be included in applicable Plats or stand alone Warranty Deeds. The documents shall be filed in the office of Adams County Clerk and Recorder, and the terms thereof shall run with the land and be binding on all subsequent owners of the property, the person responsible for operation, repair, maintenance and replacement of the post-construction BMP or his or her successors and assigns, to ensure structural post-construction BMPs function as designed and nonstructural post-construction BMP are preserved and not altered.

9-04-13-02 MAINTENANCE ACCESS AND DRAINAGE EASEMENT

Adams County requires maintenance access be provided to private storm drainage facilities to assure continuous operational capability of the system.

The property owner shall designate a maintenance access around the perimeter of storm drainage facilities, provide a stabilized maintenance access to the bottom of the storm drainage facility; and ensure all necessary manholes and inlets are located properly and accessible for maintenance.

The property owner shall designate a Maintenance Access and Drainage Easement sufficient to ensure access to all post-construction BMPs on a permanent basis for the purpose of inspection, operation, repair, maintenance and replacement. Such easement shall be recorded in the office of the Adams County Clerk and Recorder and the easements shall run with the land. Should the

property owner fail to adequately maintain said facilities, the County shall have the right to enter said land for the purposes of repair or maintenance as described in Section 9-04-16 Penalties.

9-04-13-03 OPERATION AND MAINTENANCE PLAN

In addition to the Easement, the property owner is responsible for recording an Operation and Maintenance (O&M) Plan. The O&M Plan shall include:

1. Indicate person responsible for inspecting and performing long-term operation, repair, maintenance and replacement, emergency repairs, of all post-construction BMPs (Property Owner, HOA or County);
2. Description and identification of all stormwater post-construction BMPs, structural and nonstructural;
3. Description of specific preventative maintenance tasks and maintenance frequency for all post-construction BMPs;
4. Description of inspection procedures and frequency for all post-construction BMPs;
5. Designation of Maintenance Access and Drainage Easements on the property sufficient to ensure access to all post-construction BMPs;
6. Operational standards from the manufacturer of any manufactured BMPs structure or device;
7. Other information or provisions as required by the County.

Refer to the Appendices for O&M Plan template.

9-04-14 RIGHT OF ENTRY

Refer to Chapter 1 of these standards and regulations for authority to enter onto private property within unincorporated Adams County for inspection purposes. The inspection may include, but is not limited to, the following: sampling of any discharge and/or process waters; taking of photographs; interviewing staff on alleged violations; and access to any and all facilities or areas within the premises that may have any effect on the discharge.

9-04-15 POST-CONSTRUCTION VIOLATIONS

The following items are considered, but not limited to, a violation of the Adams County Standards and Regulations:

1. Failure to maintain Post-Construction BMPs.
2. Failure to perform regular post-construction inspections.

3. Failure to submit requested documentation.
4. Failure to adequately respond to the County's written directives.
5. An illicit discharge into the County's MS4.

If operation standards for post-construction BMPs are not being met; or repairs, maintenance or replacement of the post-construction BMP is required, the County may, in writing, direct the landowner and/or the person responsible therefore, or their agents or representatives, to correct operational failures, repair, maintain, replace and/or install any post-construction BMP in order to keep the post-construction BMP in acceptable working condition.

9-04-16 PENALTIES

In addition to the penalties listed under Chapter 1 of these standards and regulations, the following penalties may apply to any person or landowner within unincorporated Adams County, if such person fails to adequately comply with the measures required under Section 9-04 Post-construction Run-off Regulations, Stormwater Quality Regulations or other written requirements of the County.

The remedies listed in this regulation are not exclusive of any other remedies available under any applicable federal, state or local law, and it is within the discretion of the County to seek alternative and/or cumulative remedies

Verbal or Written Warning: advice of non-compliance given by the County to the Permittee that indicates the Permittee is in violation with County Regulations and directing immediate resolution.

Notice of Violation: As define in Chapter 1 of these standards and regulations. Additionally the NOV shall include re-inspection dates on which the County returns to the site to ensure completion of such measures were completed. Possible remediation measures may include vacuum and jetting storm sewer structures, attending educational training, submitting standard operation procedures, posting signage, reimbursing the County for any additional inspection cost and/or spill material provided by the County, etc. When clean-up and repairs are not feasible, alternative equivalent activities may be directed such as, but not limited to, storm drain stenciling, attendance to compliance workshops, and trash cleanup.

Cease and Desist Order: As define in Chapter 1 of these standards and regulations.

Payment of additional Inspections: A person or landowner may be charged inspection fees for any inspection triggered by a Notice of Violation as established in the Annual Fee Schedule adopted by the Board of County Commissioners.

Stormwater Inspection Frequency: The landowner or responsible person may be required to conduct inspections on a more stringent frequency if the person or landowner is non responsive after two NOV or a systematic/chronic violator.

Mandatory Inspection: Upon written notification by the County, the person or landowner responsible for any post-construction BMP shall, at his or her own cost and within a reasonable time period determined by the County, have an inspection of the post-construction BMP conducted by a qualified professional; file with the County a copy of the written report of inspection prepared by the professional; and, within the time period specified by the County, complete any repair, maintenance or replacement work recommended in the report to the satisfaction of the County.

Civil/Criminal Action: As define in Chapter 1 of these standards and regulations.

9-05 ILLICIT DISCHARGES

No person shall cause, allow, or contribute to the discharge of pollutants into the storm drainage system within unincorporated Adams County.

Penalties and enforcement shall be applied according to Chapter 1 of these standards and regulations.

9-05-01 PROHIBITION OF ILLICIT DISCHARGES

1. No person shall discharge or cause to be discharged into the storm drainage system or watercourses any pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, or any state established TMDL, other than stormwater.
2. It shall be a violation of these Regulations to cause pollutants to be deposited in such a manner or location as to constitute a threatened illicit discharge into the storm drainage system or Waters of the State.

9-05-02 PROHIBITION OF ILLICIT CONNECTIONS

1. The construction, use, maintenance or continued existence of illicit connections to the storm drainage system is prohibited.
2. The prohibition expressly includes illicit connections made prior the effective date of this Chapter, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

9-05-03 EXEMPTIONS

The commencement, conduct or continuance of any illicit discharge to the storm drainage system is prohibited except as described as follows:

1. The following non-stormwater discharges are exempt from the discharge prohibitions established by this Section when managed according to County regulations:
 - a. Discharges from potable water sources, including waterline flushing, in accordance with CDPHE Water Quality Control Division's Low Risk Policy Discharge Guidance for Portable Water as amended. Potable water shall not be used in any other additional process such as, but not limited to, any type of washing, heat exchange, manufacturing, or hydrostatic testing of pipelines not associated with treated water distribution systems;

- b. Uncontaminated pumped groundwater, not including construction dewatering systems);
 - c. Landscape irrigation and lawn watering;
 - d. Irrigation return flow;
 - e. Springs;
 - f. Rising groundwater;
 - g. Air conditioning condensation;
 - h. Uncontaminated water from crawl space pumps;
 - i. Individual residential car washing;
 - j. Foundation drains;
 - k. Roof drains;
 - l. Footing drains;
 - m. Dechlorinated swimming pool discharges in accordance with CDPHE Water Quality Control Division's Low Risk Discharge Guidance: Swimming Pools;
 - n. Diverted stream flows;
 - o. Dye testing, in accordance with the manufacturer's recommendations and that notification is provided to the County prior to the test;
 - p. Flow from natural riparian habitats and wetlands;
 - q. Uncontaminated groundwater infiltration (not including construction dewatering systems);
 - r. Water incidental to street sweeping (including associated sidewalks and medians) not associated with construction;
 - s. Discharges resulting from emergency fire fighting activities;
 - t. Emergency utility repairs and emergency situations that pose imminent threat to life or property; and
 - u. Discharges that are in accordance with the CDPHE Water Quality Control Division's Low Risk Policy guidance documents or other policies and guidance documents where the Division has stated that it will not pursue permit coverage or enforcement for specified point source discharges.
2. Agricultural stormwater run-off.
3. Permitted discharges with an NPDES or CDPS permit, waiver or waste discharge order issued to the discharger and administered under the authority of the Environmental Protection Agency or Colorado Department of Public Health and Environment as being necessary to protect public health and safety, provided the discharger is in full compliance with all requirements of the permit, waiver or order and other applicable laws and regulations, and provided written approval has been granted for any discharge to the storm drainage system.

9-05-04 WATERCOURSE PROTECTION

Every person owning, leasing or otherwise occupying property through which a watercourse passes shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, animal waste excluding agricultural

practices specifically exempted in Section 9-05-03 and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner, lessee or tenant shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: April 24, 2018
SUBJECT: Commercial Transport Jail Buses
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Change Order One to the Purchase Order with Colorado West Equipment Inc., for the Commercial Transport Jail Buses.

BACKGROUND:

On October 5, 2017 Adams County issued a formal Request for Proposal (RFP) on the Rocky Mountain ePurchasing System seeking a qualified contractor to provide two Commercial Transport Jail Buses, utilized for inmate transportation by the Sheriff's Office. Proposals were opened on November 1, 2017 and after a thorough evaluation of the responses received, a Purchase Order award was made to Colorado West Equipment Inc., for the construction of two jail buses. The purchase of the buses was approved by the Board of County Commissioners (BOCC) on December 5, 2017 in the amount of \$382,996.00.

During the final design phase of the vehicles, additions and upgrades were requested to the interior by the Sheriff's Office regarding safety, usage and officer protection. Upgrades and additions to the buses include: Safe Fleet Roof Vent/Escape Hatch upgrades; split screen monitors for the surveillance cameras; and the addition of Plexiglass to each of the Jailer seat partitions. The additions and upgrades to the non-ADA compliant bus raise the cost of the vehicle from \$189,418.00 to \$202,393.00 (+\$12,975.00 difference). For the ADA compliant bus, the additions and upgrades raise the cost from \$193,578.00 to \$207,475.00 (+\$13,897.00 difference). The ADA compliant bus is slightly more in cost due to the addition of a second wheel chair tie-down package not required in the non-ADA bus.

Staff recommends Change Order One be issued to Colorado West Equipment Inc., in the amount of \$26,872.00 bringing the total Purchase Order cost to \$409,868.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management Department
Sheriff's Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 1
Cost Center: 9111

	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:	9165	91111618	\$153,715.00
	9165	91111730	\$245,000.00
Add'l Capital Expenditure not included in Current Budget:	9165	91111730	\$26,872.00
Total Expenditures:			<u><u>\$425,587.00</u></u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

The funds to cover Change Order One are to be transferred from the Sheriff's Office budget to the Fleet Replacement Fund 6.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CHANGE ORDER ONE TO THE PURCHASE ORDER
BETWEEN ADAMS COUNTY AND COLORADO WEST EQUIPMENT INC., FOR TWO
COMMERCIAL TRANSPORT JAIL BUSES

WHEREAS, on November 1, 2017, Colorado West Equipment Inc., (Contractor) submitted a proposal to provide two Commercial Transport Jail Buses for the Facilities and Fleet Management Department; and,

WHEREAS, after a thorough evaluation it was deemed that Contractor was the most responsive and responsible proposer and was awarded a Purchase Order in the amount of \$382,996.00; and,

WHEREAS, changes are required to the final design of the vehicles to meet safety and operational requirements; and,

WHEREAS, Contractor agrees to make the required changes to the two buses in the amount of \$26,872.00 bringing the total purchase order cost to \$409,868.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Change Order One to the Purchase Order between Adams County and Colorado West Equipment Inc., for the Commercial Transport Jail Buses be approved.

BE IT FURTHER RESOLVED, that the Chair hereby authorizes the Purchasing Division of the Finance Department to sign Change Order One to the Purchase Order with Colorado West Equipment Inc.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: April 24, 2018
SUBJECT: Pavement Marking Service
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Public Works Department Operations Division
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 Amendment One to increase the amount and renew the agreement with RoadSafe Traffic Systems, Inc., to provide pavement marking services.

BACKGROUND:

The Public Works Department (Public Works) is responsible for maintaining pavement markings to ensure visible lane delineation is in compliance with the Manual of Uniform Traffic Control Devices (MUTCD). Lane delineation is achieved with painted line striping and legends/symbols. Public Works does not have the equipment, labor resources to install and maintain line striping using hot applied epoxy paint that is required by regulation.

A formal Invitation for Bid was posted on Rocky Mountain Bid System on June 29, 2017, and approved by the Board of County Commissioners for award to RoadSafe Traffic Systems, Inc., (RoadSafe) for a one year agreement with two one-year renewal options in the amount of 149,336.84.

Public Works is pleased with RoadSafe's services and is requesting the approval of the first renewal year option for the 2018 projects through June 30, 2019.

RoadSafe Traffic Systems, Inc., has submitted pricing to support the 2018 work plan in the not to exceed amount of one hundred twenty-three thousand, one hundred sixty-seven dollars and thirty-four cents (\$123,167.34), and complete the 2017 work plan in the amount of eighteen thousand five hundred thirty-seven dollars and seventy-one cents (\$18,537.71).

Epoxy:

DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL
Pavement Marking	228,556.53 sq ft	\$0.62	\$141,705.05

The total cost for the 2017 Agreement increase and Amendment One – first year renewal, will be in the not to exceed amount of one hundred forty-one thousand, seven hundred five dollars and five cents (\$141,705.05).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 13
Cost Center: 3055.7824

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	3055	7824	\$150,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$150,000

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Total 2018 budget for 3055.7824 is \$150,000.00

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND ROADS SAFE TRAFFIC SYSTEMS, INC., TO
PROVIDE PAVEMENT MARKING SERVICES

WHEREAS, RoadSafe Traffic Systems, Inc., is currently providing pavement marking service;
and,

WHEREAS, RoadSafe Traffic Systems, Inc., has agreed to provide the services for the 2018
work plan in the not to exceed amount of \$123,167.34, and complete the 2017 work plan in the
amount of \$18,537.71, for a total not to exceed amount of \$141,705.05; and,

WHEREAS, the Public Works Department is pleased with the services provided by RoadSafe
Traffic Systems, Inc., and wishes to renew the agreement for one year.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of
Adams, State of Colorado, that Amendment One to the agreement between Adams County and
RoadSafe Traffic Systems, Inc., for pavement marking services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Amendment One
with RoadSafe Traffic Systems, Inc., after negotiation and approval as to form is completed by
the County Attorney's Office.