



Board of County Commissioners

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

PUBLIC HEARING AGENDA

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

THIS AGENDA IS SUBJECT TO CHANGE

Tuesday
August 15, 2017
9:30 AM

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MOTION TO APPROVE AGENDA**
- 4. AWARDS AND PRESENTATIONS**
- 5. PUBLIC COMMENT**

A. Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A.** List of Expenditures Under the Dates of July 31 - August 3, 2017
- B.** Minutes of the Commissioners' Proceedings from August 8, 2017
- C.** Resolution Accepting a Deed from Remembrance Management, LLC to Adams County Conveying a Permanent Utility Easement for Public Utility Purposes
(File was approved by ELT)

- D.** Resolution of the Board of County Commissioners of the County of Adams, Colorado Acknowledging and Approving the Holding of a Public Hearing on the Plan of Finance, the Issuance by the Housing Authority of the County of Adams, State of Colorado of those certain not to exceed \$19,000,000 Multifamily Housing Revenue Bonds (Baker School Apartments Project) Series 2017 (the “Bonds”) and the use of the Proceeds of the Bonds to Finance the Acquisition, Construction, Equipping, Renovation, and Rehabilitation of the Multifamily Housing Apartment Complex known as Baker School Apartments by Baker School Holdings LLLP
(File was approved by ELT)
- E.** Resolution Approving the Adams County Human Services Department Title IV-E Waiver Demonstration Project Memorandum of Understanding between Adams County and the Colorado Department of Human Services
(File was approved by ELT)
- F.** Resolution Approving the Agreement between Adams County and Adams 12 Five Star Schools to Provide Health First Colorado Application Processing
(File was approved by ELT)
- G.** Resolution Approving the County Incentive Contract Amendment No. 3 between Adams County and the State of Colorado through the Colorado Department of Health Care Policy and Financing (HCPF)
(File was approved by ELT)
- H.** Resolution Approving Agreement Number 17-05.15 between Adams County and the Urban Drainage & Flood Control District Regarding Acquisition of the Willow Bay Property along the South Platte River in Adams County
(File was approved by ELT)
- I.** Resolution Approving Memorandum of Understanding between Adams County and Time to Change, Inc. for Correctional Treatment Funds (CTF) for the 2017-2018 State Fiscal Year
(File was approved by ELT)
- J.** Resolution Approving Memorandum of Understanding between Adams County and Time to Change, Inc. for Facility Payments for the 2017-2018 State Fiscal Year
(File was approved by ELT)
- K.** Resolution Approving Contract EX17003 between Adams County and the Denver Regional Council of Governments (“DRCOG”) for the A-Lift Community Transit Program
(File was approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1.** Resolution Approving Amendment One to the Agreement between Adams County and Time to Change, Inc., for the Adams County Opportunity Center Lease
(File was approved by ELT)
- 2.** Resolution Approving the Notice of Renewal to the Agreement between Adams County and Time to Change, Inc., for Community Corrections Program Services
(File was approved by ELT)

3. Resolution Approving a Purchase Order for the Consolidation of Maintenance Agreements from Accela, Inc.
(File was approved by ELT)
4. Resolution Awarding an Agreement to Straight Line Sawcutting Incorporated for Countywide Parking Lot Repairs
(File was approved by ELT)

B. COUNTY ATTORNEY

1. Intergovernmental Agreement Among the Board of County Commissioners of the County of Adams, the City of Aurora and the Aerotropolis Area Coordinating Metropolitan District Establishing the Aerotropolis Regional Transportation Authority
(File was approved by ELT)

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 Advising Negotiators Regarding Commerce City Urban Renewal Area

9. 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 Proposed RTA

10. LAND USE HEARINGS

A. Cases to be Heard

1. PLN2017-00022 Regulation Amendments
(File was approved by ELT)
2. RCU2016-00040 Imboden II Solar Extension
(File was approved by ELT)
3. RCU2016-00041 Imboden III Solar
(File was approved by ELT)

11. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	579,798.47
4	Capital Facilities Fund	13,427.30
6	Equipment Service Fund	45,094.71
13	Road & Bridge Fund	194,947.50
19	Insurance Fund	107,604.57
24	Conservation Trust Fund	117.60
27	Open Space Projects Fund	15,000.00
30	Community Dev Block Grant Fund	7,225.00
34	Comm Services Blk Grant Fund	51.56
35	Workforce & Business Center	1,772.06
43	Front Range Airport	8,901.13
44	Water and Wastewater Fund	7,609.88
50	FLATROCK Facility Fund	875.62
94	Sheriff Payables	8,049.00
		<u>990,474.40</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>
00711857	624135	BOWMAN LORI	07/31/17	45.48
00711860	9902	CHEMATOX LABORATORY INC	07/31/17	525.00
00711861	32161	CI TECHNOLOGIES	07/31/17	4,692.00
00711862	794425	COAST TO COAST COMPUTER PRODUC	07/31/17	617.94
00711864	33480	COLO BUREAU OF INVESTIGATION	07/31/17	330.00
00711865	624138	COLO STATE PUBLIC DEFENDER'S O	07/31/17	11.76
00711866	255001	COPYCO QUALITY PRINTING INC	07/31/17	1,265.00
00711867	32276	INSIGHT PUBLIC SECTOR	07/31/17	1,438.20
00711868	77611	KD SERVICE GROUP	07/31/17	407.84
00711869	36861	LEXIS NEXIS MATTHEW BENDER	07/31/17	2,034.99
00711870	311118	LIGHTFIELD LESS LETHAL RESEARC	07/31/17	607.50
00711871	547834	LOPEZ MARCUS	07/31/17	486.00
00711872	610883	MSI TEC INC	07/31/17	6,144.00
00711873	4551	NEVE'S UNIFORMS INC	07/31/17	231.85
00711874	13422	NORTHGLENN AMBULANCE	07/31/17	386.40
00711875	381710	PRAIRIE VIEW HIGH SCHOOL	07/31/17	814.00
00711876	163837	PTS OF AMERICA LLC	07/31/17	575.00
00711877	13538	SHRED IT USA LLC	07/31/17	585.93
00711879	626026	TRAINING AND CONSULTING TEAM L	07/31/17	1,365.00
00711880	24560	WIRELESS ADVANCED COMMUNICATIO	07/31/17	750.00
00711902	383698	ALLIED UNIVERSAL SECURITY SERV	07/31/17	1,451.52
00711903	29657	ARAPAHOE COUNTY RESIDENTIAL CE	07/31/17	3,119.23
00711904	263582	ASSOCIACION DE CHARROS LAS DEL	07/31/17	9,280.00
00711905	338857	AYRES ASSOCIATES INC	07/31/17	5,704.07
00711907	490725	BREAK THRU BEVERAGE	07/31/17	3,213.45
00711909	625677	CODE 4 SECURITY SERVICES LLC	07/31/17	6,469.00
00711911	59782	COMCOR INC	07/31/17	280.50
00711912	255001	COPYCO QUALITY PRINTING INC	07/31/17	1,400.00
00711913	93529	CORRECTIONAL MANAGEMENT INC	07/31/17	153.00
00711915	8721	HILL & ROBBINS	07/31/17	1,458.91
00711916	44965	INTERVENTION COMMUNITY CORRECT	07/31/17	2,740.20
00711918	48078	LARIMER COUNTY COMMUNITY CORRE	07/31/17	2,525.40
00711923	42431	MOUNTAIN STATES IMAGING LLC	07/31/17	874.76
00711925	308230	PLANET TECHNOLOGIES INC	07/31/17	210.00
00711926	9635	PUBLICATION PRINTERS	07/31/17	13,287.17
00711930	281167	SPECTRA CONTRACT FLOORING SERV	07/31/17	275.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00711931	42818	STATE OF COLORADO	07/31/17	11,165.03
00711932	42818	STATE OF COLORADO	07/31/17	650.06
00711933	42818	STATE OF COLORADO	07/31/17	691.59
00711934	42818	STATE OF COLORADO	07/31/17	43.82
00711935	42818	STATE OF COLORADO	07/31/17	11,323.16
00711936	42818	STATE OF COLORADO	07/31/17	749.32
00711937	42818	STATE OF COLORADO	07/31/17	635.15
00711938	42818	STATE OF COLORADO	07/31/17	59.64
00711940	41127	THYSSENKRUPP ELEVATOR CORP	07/31/17	6,514.24
00711941	42984	TIME TO CHANGE	07/31/17	197,547.51
00711944	625809	AGUAYO GABRIELA	07/31/17	400.00
00711945	32273	ALL COPY PRODUCTS INC	07/31/17	84.94
00711946	13160	BRIGHTON CITY OF (WATER)	07/31/17	10,229.30
00711947	422450	BRYANT ERIK	07/31/17	67.95
00711948	293119	BUZEK, VINCE	07/31/17	65.00
00711949	8973	C & R ELECTRICAL CONTRACTORS I	07/31/17	675.00
00711950	8973	C & R ELECTRICAL CONTRACTORS I	07/31/17	600.00
00711951	491853	CENTER POINT ENERGY SERVICES R	07/31/17	409.68
00711952	491853	CENTER POINT ENERGY SERVICES R	07/31/17	1,074.90
00711953	491853	CENTER POINT ENERGY SERVICES R	07/31/17	133.83
00711954	491853	CENTER POINT ENERGY SERVICES R	07/31/17	5,049.71
00711955	626075	CHAVEZ NICHOLE	07/31/17	400.00
00711957	43659	CINTAS FIRST AID & SAFETY	07/31/17	299.00
00711958	6331	COLO ASSESSORS ASSN	07/31/17	65.00
00711960	252174	COLORADO COMMUNITY MEDIA	07/31/17	31.36
00711961	252174	COLORADO COMMUNITY MEDIA	07/31/17	9.28
00711962	252174	COLORADO COMMUNITY MEDIA	07/31/17	9.28
00711963	580084	COLORADO SEAMLESS GUTTERS INC	07/31/17	3,828.00
00711965	625805	DETWILER DIANE	07/31/17	225.00
00711966	561841	DOUGLASS TAYLER	07/31/17	172.27
00711967	625807	GIDEON DONNA	07/31/17	75.00
00711968	26333	GRAF TREVOR G	07/31/17	113.42
00711969	517284	H-2 ENTERPRISES LLC	07/31/17	1,012.50
00711970	293122	HERRERA, AARON	07/31/17	65.00
00711971	13565	INTERMOUNTAIN REA	07/31/17	566.71
00711972	25736	JEFFERSON COUNTY	07/31/17	24.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00711973	625808	KENDALL DEB	07/31/17	150.00
00711974	98717	MONTOYA AURELIA DANELLE	07/31/17	14.98
00711975	443757	NRG DGPV FUND 1 LLC	07/31/17	529.51
00711976	625810	PEDERSEN RONDA	07/31/17	150.00
00711977	625962	PETRAKIS SIRENA	07/31/17	650.00
00711978	53054	RICHARDSON SHARON	07/31/17	65.00
00711979	363894	SALAZAR SELENA	07/31/17	11.77
00711980	26297	SENIORS RESOURCE CENTER INC	07/31/17	41,061.92
00711981	625806	SHEETS EMILY	07/31/17	75.00
00711982	13538	SHRED IT USA LLC	07/31/17	130.00
00711983	625963	SOTO ADAM	07/31/17	600.00
00711984	13932	SOUTH ADAMS WATER & SANITATION	07/31/17	280.45
00711985	414374	STRAUCH KEVIN	07/31/17	52.00
00711986	385142	THOMPSON GREGORY PAUL	07/31/17	65.00
00711987	296691	US POSTAL SERVICE	07/31/17	225.00
00711988	625804	VENZOR PERLA	07/31/17	75.00
00711989	610530	WARD JAMAL	07/31/17	71.26
00711990	626205	GARCIA PEREZ SILVIANO	08/01/17	1,350.00
00712061	433987	ADCO DISTRICT ATTORNEY'S OFFIC	08/01/17	623.66
00712062	593782	TISCHLERBISE INC	08/01/17	10,464.50
00712064	1582	ALLEN DITCH CO	08/02/17	1,260.00
00712065	498573	ARBORFORCE LLC	08/02/17	2,811.52
00712066	13160	BRIGHTON CITY OF (WATER)	08/02/17	3,535.53
00712067	13160	BRIGHTON CITY OF (WATER)	08/02/17	785.19
00712068	13160	BRIGHTON CITY OF (WATER)	08/02/17	19,515.26
00712069	13160	BRIGHTON CITY OF (WATER)	08/02/17	28,363.66
00712070	13160	BRIGHTON CITY OF (WATER)	08/02/17	138.24
00712071	8973	C & R ELECTRICAL CONTRACTORS I	08/02/17	940.00
00712072	8973	C & R ELECTRICAL CONTRACTORS I	08/02/17	85.00
00712073	49070	CHASE ASHLIE	08/02/17	150.00
00712074	209334	COLO NATURAL GAS INC	08/02/17	59.24
00712075	612089	COMMERCIAL CLEANING SYSTEMS	08/02/17	62,550.62
00712079	486419	HIGH COUNTRY BEVERAGE	08/02/17	8,339.75
00712080	418327	IC CHAMBERS LP	08/02/17	6,254.16
00712081	453327	LATPRO INC	08/02/17	566.67
00712082	619985	MORENO DENNIS	08/02/17	22,500.00

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>
00712083	29366	PFISTER JOHN & SUSAN	08/02/17	410.00
00712084	584601	PIONEER TECHNOLOGY GROUP LLC	08/02/17	10,000.00
00712085	625991	RAMSAY ANDRA	08/02/17	105.27
00712086	88393	RECRUITING.COM	08/02/17	760.00
00712088	13932	SOUTH ADAMS WATER & SANITATION	08/02/17	1,150.05
00712089	43017	STERKEL KIMBERLY	08/02/17	100.00
00712090	1007	UNITED POWER (UNION REA)	08/02/17	155.19
00712092	13822	XCEL ENERGY	08/02/17	6,959.63
00712096	383698	ALLIED UNIVERSAL SECURITY SERV	08/03/17	6,574.76
00712097	12012	ALSCO AMERICAN INDUSTRIAL	08/03/17	128.55
00712099	535284	BRICE STEELE LAW OFFICES	08/03/17	66.00
00712101	104549	COLO SECRETARY OF STATE	08/03/17	380.00
00712102	506528	COLO STATE PUPIL TRANSPORTATIO	08/03/17	471.86
00712103	78873	COMCAST CABLE	08/03/17	1.06
00712106	289637	GENERAL NETWORKS	08/03/17	101.40
00712107	626144	GERTHE ALEXANDER	08/03/17	66.00
00712108	52543	GLOBAL MOUNTING SOLUTIONS INC	08/03/17	179.75
00712109	307402	GREENLAND JOELLE	08/03/17	78.65
00712111	289759	LAKEMOND LLC	08/03/17	66.00
00712112	626145	MIAN MUNEEB	08/03/17	66.00
00712113	599302	MOERMAN CAMERON	08/03/17	66.00
00712114	266741	OSTLER BRYAN	08/03/17	48.87
00712116	600910	ROBINSON AND HENRY	08/03/17	132.00
00712117	244650	SAFARILAND TRAINING GROUP	08/03/17	616.25
00712119	585062	SCHIMPF SARA	08/03/17	18.73
00712120	433983	SHEETZ ROBERT J	08/03/17	67.95
00712121	13538	SHRED IT USA LLC	08/03/17	362.00
00712122	71946	SPRINGMAN, BRADEN, WILSON & PO	08/03/17	132.00
00712123	293662	SUMMIT LABORATORIES INC	08/03/17	410.00
00712124	426037	SWIRE COCA-COLA USA	08/03/17	98.40
00712125	230390	THEODORE BRIN LAW FIRM	08/03/17	66.00
00712127	218715	TSCHETTER HAMRICK SULZER	08/03/17	66.00
00712128	8076	VERIZON WIRELESS	08/03/17	320.08
00712129	28617	VERIZON WIRELESS	08/03/17	4,252.38

Fund Total**579,798.47**

County of Adams
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>
00712077	274030	COMMUNICATION CONSTRUCTION & E	08/02/17	13,427.30
			Fund Total	13,427.30

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>
00711899	11657	A & E TIRE INC	07/31/17	73.82
00711900	295403	ABRA AUTO BODY & GLASS	07/31/17	355.45
00711928	16237	SAM HILL OIL INC	07/31/17	9,807.80
00711939	1898	STEWART & STEVENSON	07/31/17	3,262.43
00711956	626215	CHAVIRA JAIME	07/31/17	48.45
00712087	16237	SAM HILL OIL INC	08/02/17	15,190.50
00712091	24560	WIRELESS ADVANCED COMMUNICATIO	08/02/17	10,168.92
00712093	11657	A & E TIRE INC	08/03/17	2,640.36
00712118	16237	SAM HILL OIL INC	08/03/17	3,546.98
			Fund Total	45,094.71

Net Warrants by Fund Detail

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Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00711920	626074	MENDOZA PHILLIP	07/31/17	535.00
00712078	534975	EP&A ENVIROTAC INC	08/02/17	194,412.50
Fund Total				194,947.50

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>
00711906	86298	BERG HILL GREENLEAF & RUSCITTI	07/31/17	4,220.70
00711910	13297	COLO STATE TREASURER	07/31/17	58,298.42
00711914	182042	FIT SOLDIERS FITNESS BOOT CAMP	07/31/17	3,500.00
00711919	46109	MAJOR ADJUSTING CO	07/31/17	110.00
00711964	483426	CUTTING JESSICA L	07/31/17	49.28
00712063	492573	ADVANCED URGENT CARE AND OCC M	08/02/17	170.00
00712100	17565	COLO FRAME & SUSPENSION	08/03/17	13,855.88
00712104	61609	DAVIS GRAHAM & STUBBS LLP	08/03/17	24,263.10
00712110	626465	KIRBY LEROY	08/03/17	3,137.19
Fund Total				107,604.57

County of Adams
Net Warrants by Fund Detail

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Conservation Trust Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00712095	13074	ALBERT FREI & SONS INC	08/03/17	117.60
Fund Total				117.60

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>
00711921	304690	MILE HIGH YOUTH CORPS	07/31/17	15,000.00
Fund Total				15,000.00

County of Adams
Net Warrants by Fund Detail

30 Community Dev Block Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00712094	497263	AFFORDABLE REMODELING SOLUTION	08/03/17	7,225.00
			Fund Total	7,225.00

Net Warrants by Fund Detail

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Comm Services Blk Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00712098	573414	BOZINOVSKI SUE	08/03/17	17.32
00712115	92604	RAMIREZ ESTHER	08/03/17	34.24
Fund Total				51.56

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>
00711908	625334	BROWN DESTINEE	07/31/17	50.00
00711917	626027	KUMARAPERU CAIN	07/31/17	175.00
00711922	624145	MIRAMONTES KASSANDRA	07/31/17	100.00
00711924	621753	PADILLA MORA JULISSA	07/31/17	175.00
00711927	21779	ROCKY MTN WORKFORCE DEVELOPMEN	07/31/17	500.00
00711929	13538	SHRED IT USA LLC	07/31/17	50.00
00711942	8076	VERIZON WIRELESS	07/31/17	564.41
00711943	407210	XCEL ENERGY	07/31/17	157.65
			Fund Total	1,772.06

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>
00711858	80257	CENTURYLINK	07/31/17	268.79
00711878	80267	SWIMS DISPOSAL	07/31/17	298.75
00711881	13822	XCEL ENERGY	07/31/17	10.86
00711882	13822	XCEL ENERGY	07/31/17	12.92
00711883	13822	XCEL ENERGY	07/31/17	13.28
00711884	13822	XCEL ENERGY	07/31/17	15.54
00711885	13822	XCEL ENERGY	07/31/17	16.41
00711886	13822	XCEL ENERGY	07/31/17	34.76
00711887	13822	XCEL ENERGY	07/31/17	37.04
00711888	13822	XCEL ENERGY	07/31/17	58.63
00711889	13822	XCEL ENERGY	07/31/17	80.57
00711890	13822	XCEL ENERGY	07/31/17	82.88
00711891	13822	XCEL ENERGY	07/31/17	84.85
00711892	13822	XCEL ENERGY	07/31/17	98.99
00711893	13822	XCEL ENERGY	07/31/17	118.61
00711894	13822	XCEL ENERGY	07/31/17	120.07
00711895	13822	XCEL ENERGY	07/31/17	122.89
00711896	13822	XCEL ENERGY	07/31/17	130.25
00711897	13822	XCEL ENERGY	07/31/17	183.13
00711898	13822	XCEL ENERGY	07/31/17	208.73
00711991	13822	XCEL ENERGY	08/01/17	334.79
00711992	13822	XCEL ENERGY	08/01/17	554.98
00711993	13822	XCEL ENERGY	08/01/17	1,361.15
00711994	13822	XCEL ENERGY	08/01/17	2,343.30
00711995	13822	XCEL ENERGY	08/01/17	523.96
00712105	556579	DBT TRANSPORTATION SERVICES LL	08/03/17	1,185.00
00712126	41127	THYSSENKRUPP ELEVATOR CORP	08/03/17	600.00

Fund Total**8,901.13**

Net Warrants by Fund Detail

44

Water and Wastewater Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00711855	88281	ALBERTS WATER & WASTEWATER SER	07/31/17	660.00
00711856	351622	AURORA WATER	07/31/17	2,533.74
00711859	80257	CENTURYLINK	07/31/17	47.70
00711863	2381	COLO ANALYTICAL LABORATORY	07/31/17	238.00
00711901	88281	ALBERTS WATER & WASTEWATER SER	07/31/17	3,000.00
00711996	13822	XCEL ENERGY	08/01/17	1,130.44
Fund Total				7,609.88

Net Warrants by Fund Detail

50

FLATROCK Facility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00712076	612089	COMMERCIAL CLEANING SYSTEMS	08/02/17	875.62
			Fund Total	875.62

Net Warrants by Fund Detail

94

Sheriff Payables

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00711959	33480	COLO BUREAU OF INVESTIGATION	07/31/17	8,049.00
			Fund Total	8,049.00

County of Adams
Vendor Payment Report

<u>9418</u>	<u>Administrative Cost Pool</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	BOZINOVSKI SUE	00034	903515	284203	08/01/17	17.32
					Account Total	17.32
	Mileage Reimbursements					
	RAMIREZ ESTHER	00034	903683	284382	08/03/17	34.24
					Account Total	34.24
					Department Total	51.56

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>
	Gas & Electricity					
	XCEL ENERGY	00043	903235	283828	07/27/17	10.86
	XCEL ENERGY	00043	903236	283828	07/27/17	12.92
					Account Total	23.78
	Telephone					
	CENTURYLINK	00043	903038	283821	07/27/17	49.20
					Account Total	49.20
	Water/Sewer/Sanitation					
	SWIMS DISPOSAL	00043	903040	283821	08/01/17	298.75
					Account Total	298.75
					Department Total	371.73

County of Adams
Vendor Payment Report

<u>4308</u>	<u>Airport ATCT</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00043	903238	283828	07/27/17	15.54
	XCEL ENERGY	00043	903256	283835	07/27/17	1,341.53
	XCEL ENERGY	00043	903256	283835	07/27/17	19.62
					Account Total	1,376.69
	Telephone					
	CENTURYLINK	00043	903038	283821	07/27/17	49.28
	CENTURYLINK	00043	903038	283821	07/27/17	120.22
					Account Total	169.50
					Department Total	1,546.19

County of Adams
Vendor Payment Report

<u>4303</u>	<u>Airport FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00043	903244	283831	07/27/17	81.67
	XCEL ENERGY	00043	903244	283831	07/27/17	1.21
					Account Total	82.88
	Telephone					
	CENTURYLINK	00043	903038	283821	07/27/17	50.09
					Account Total	50.09
					Department Total	132.97

County of Adams
Vendor Payment Report

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00043	903237	283828	07/27/17	13.28
	XCEL ENERGY	00043	903239	283828	07/27/17	16.41
	XCEL ENERGY	00043	903240	283828	07/27/17	368.32
	XCEL ENERGY	00043	903240	283828	07/27/17	535.63-
	XCEL ENERGY	00043	903240	283828	07/27/17	202.07
	XCEL ENERGY	00043	903241	283831	07/27/17	367.57
	XCEL ENERGY	00043	903241	283831	07/27/17	640.56-
	XCEL ENERGY	00043	903241	283831	07/27/17	307.75
	XCEL ENERGY	00043	903241	283831	07/27/17	2.28
	XCEL ENERGY	00043	903242	283831	07/27/17	57.42
	XCEL ENERGY	00043	903242	283831	07/27/17	1.21
	XCEL ENERGY	00043	903243	283831	07/27/17	79.52
	XCEL ENERGY	00043	903243	283831	07/27/17	1.05
	XCEL ENERGY	00043	903245	283831	07/27/17	43.68
	XCEL ENERGY	00043	903245	283831	07/27/17	39.95
	XCEL ENERGY	00043	903245	283831	07/27/17	1.22
	XCEL ENERGY	00043	903246	283831	07/27/17	97.52
	XCEL ENERGY	00043	903246	283831	07/27/17	1.47
	XCEL ENERGY	00043	903247	283832	07/27/17	117.15
	XCEL ENERGY	00043	903247	283832	07/27/17	1.46
	XCEL ENERGY	00043	903248	283832	07/27/17	118.52
	XCEL ENERGY	00043	903248	283832	07/27/17	1.55
	XCEL ENERGY	00043	903249	283832	07/27/17	121.40
	XCEL ENERGY	00043	903249	283832	07/27/17	1.49
	XCEL ENERGY	00043	903250	283832	07/27/17	128.52
	XCEL ENERGY	00043	903250	283832	07/27/17	1.73
	XCEL ENERGY	00043	903251	283832	07/27/17	141.52
	XCEL ENERGY	00043	903251	283832	07/27/17	39.97
	XCEL ENERGY	00043	903251	283832	07/27/17	1.64
	XCEL ENERGY	00043	903252	283832	07/27/17	207.31
	XCEL ENERGY	00043	903252	283832	07/27/17	1.42
	XCEL ENERGY	00043	903253	283835	07/27/17	793.37
	XCEL ENERGY	00043	903253	283835	07/27/17	44.06
	XCEL ENERGY	00043	903253	283835	07/27/17	505.37-
	XCEL ENERGY	00043	903253	283835	07/27/17	2.73

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>
	XCEL ENERGY	00043	903254	283835	07/27/17	546.85
	XCEL ENERGY	00043	903254	283835	07/27/17	8.13
	XCEL ENERGY	00043	903257	283835	07/27/17	2,214.61
	XCEL ENERGY	00043	903257	283835	07/27/17	97.12
	XCEL ENERGY	00043	903257	283835	07/27/17	31.57
	XCEL ENERGY	00043	903378	283835	07/27/17	1,340.16
	XCEL ENERGY	00043	903378	283835	07/27/17	823.20-
	XCEL ENERGY	00043	903378	283835	07/27/17	7.00
					Account Total	5,065.24
					Department Total	5,065.24

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>
	Destruction of Records					
	SHRED IT USA LLC	00035	902941	283670	07/26/17	<u>50.00</u>
					Account Total	<u>50.00</u>
					Department Total	<u><u>50.00</u></u>

County of Adams
Vendor Payment Report

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Legal Notices					
	COLORADO COMMUNITY MEDIA	00001	902452	283142	07/19/17	31.36
	COLORADO COMMUNITY MEDIA	00001	902453	283142	07/19/17	9.28
	COLORADO COMMUNITY MEDIA	00001	902454	283142	07/19/17	9.28
					Account Total	<u>49.92</u>
					Department Total	<u><u>49.92</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					
	COMMUNICATION CONSTRUCTION & E	00004	903502	284191	08/01/17	14,134.00
					Account Total	<u>14,134.00</u>
	Retainages Payable					
	COMMUNICATION CONSTRUCTION & E	00004	903502	284191	08/01/17	706.70-
					Account Total	<u>706.70-</u>
					Department Total	<u><u>13,427.30</u></u>

County of Adams
Vendor Payment Report

<u>9275</u>	<u>Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	SHRED IT USA LLC	00001	903371	284042	07/31/17	<u>30.00</u>
					Account Total	<u>30.00</u>
					Department Total	<u><u>30.00</u></u>

County of Adams
Vendor Payment Report

<u>1033</u>	<u>Community Transit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Community Transit Services					
	SENIORS RESOURCE CENTER INC	00001	902812	283552	07/25/17	<u>41,061.92</u>
					Account Total	<u>41,061.92</u>
					Department Total	<u><u>41,061.92</u></u>

County of Adams
Vendor Payment Report

<u>2055</u>	<u>Control/Enforcement</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Minor Equipment					
	GLOBAL MOUNTING SOLUTIONS INC	00001	903518	284203	08/01/17	<u>179.75</u>
					Account Total	<u>179.75</u>
					Department Total	<u><u>179.75</u></u>

County of Adams
Vendor Payment Report

<u>1041</u>	<u>County Assessor</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	COLO ASSESSORS ASSN	00001	902962	283682	07/26/17	40.00
					Account Total	40.00
	Operating Supplies					
	ALL COPY PRODUCTS INC	00001	902961	283682	07/26/17	84.94
					Account Total	84.94
	Subscrip/Publications					
	COLO ASSESSORS ASSN	00001	902963	283682	07/26/17	25.00
					Account Total	25.00
					Department Total	<u>149.94</u>

County of Adams
Vendor Payment Report

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Machinery					
	C & R ELECTRICAL CONTRACTORS I	00001	903270	283919	07/28/17	<u>600.00</u>
					Account Total	<u>600.00</u>
					Department Total	<u><u>600.00</u></u>

County of Adams
Vendor Payment Report

<u>1012</u>	<u>County Manager</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	OSTLER BRYAN	00001	903684	284382	08/03/17	<u>48.87</u>
					Account Total	<u>48.87</u>
					Department Total	<u><u>48.87</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 - Background Checks					
	ADVANCED URGENT CARE AND OCC M	00019	902816	283551	07/25/17	<u>170.00</u>
					Account Total	<u>170.00</u>
					Department Total	<u><u>170.00</u></u>

County of Adams
Vendor Payment Report

<u>941016</u>	<u>CDBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Institutions					
	AFFORDABLE REMODELING SOLUTION	00030	903513	284203	08/01/17	<u>7,225.00</u>
					Account Total	<u>7,225.00</u>
					Department Total	<u><u>7,225.00</u></u>

County of Adams
Vendor Payment Report

<u>1094</u>	<u>CED Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	GREENLAND JOELLE	00001	903514	284203	08/01/17	<u>78.65</u>
					Account Total	<u>78.65</u>
					Department Total	<u><u>78.65</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>
	Education & Training					
	COLO SECRETARY OF STATE	00001	903291	283939	07/28/17	380.00
					Account Total	380.00
	Postage & Freight					
	US POSTAL SERVICE	00001	903268	283919	07/28/17	225.00
					Account Total	225.00
	Telephone					
	VERIZON WIRELESS	00001	903294	283939	07/28/17	320.08
					Account Total	320.08
	Travel & Transportation					
	STRAUCH KEVIN	00001	903372	284042	07/31/17	52.00
					Account Total	52.00
					Department Total	<u>977.08</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>
	Destruction of Records					
	SHRED IT USA LLC	00001	903292	283939	07/28/17	62.00
	SHRED IT USA LLC	00001	903293	283939	07/28/17	150.00
					Account Total	212.00
	Mileage Reimbursements					
	DOUGLASS TAYLER	00001	903282	283937	07/28/17	172.27
	MONTOYA AURELIA DANELLE	00001	903281	283937	07/28/17	14.98
	SALAZAR SELENA	00001	903283	283937	07/28/17	11.77
					Account Total	199.02
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	903284	283939	07/28/17	16.21
	ALSCO AMERICAN INDUSTRIAL	00001	903285	283939	07/28/17	16.21
	ALSCO AMERICAN INDUSTRIAL	00001	903286	283939	07/28/17	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	903287	283939	07/28/17	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	903288	283939	07/28/17	16.21
	ALSCO AMERICAN INDUSTRIAL	00001	903289	283939	07/28/17	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	903290	283939	07/28/17	16.21
					Account Total	128.55
					Department Total	539.57

County of Adams
Vendor Payment Report

<u>6021</u>	<u>CT- Trails- Plan/Design Const</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Infrastruc Rep & Maint					
	ALBERT FREI & SONS INC	00024	903361	284039	07/31/17	117.60
					Account Total	117.60
					Department Total	117.60

County of Adams
Vendor Payment Report

<u>97802</u>	<u>Employment Support Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	ROCKY MTN WORKFORCE DEVELOPMEN	00035	902940	283670	07/26/17	<u>500.00</u>
					Account Total	<u>500.00</u>
					Department Total	<u><u>500.00</u></u>

County of Adams
Vendor Payment Report

<u>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	903318	284030	07/31/17	73.82
	A & E TIRE INC	00006	903671	284380	08/03/17	2,512.86
	A & E TIRE INC	00006	903672	284380	08/03/17	127.50
	ABRA AUTO BODY & GLASS	00006	903327	284030	07/31/17	160.00
	ABRA AUTO BODY & GLASS	00006	903328	284030	07/31/17	195.45
	SAM HILL OIL INC	00006	903319	284030	07/31/17	860.11
	SAM HILL OIL INC	00006	903320	284030	07/31/17	2,580.32
	SAM HILL OIL INC	00006	903321	284030	07/31/17	5,988.93
	SAM HILL OIL INC	00006	903322	284030	07/31/17	378.44
	SAM HILL OIL INC	00006	903505	284191	08/01/17	15,190.50
	SAM HILL OIL INC	00006	903669	284380	08/03/17	1,754.96
	SAM HILL OIL INC	00006	903670	284380	08/03/17	1,792.02
	STEWART & STEVENSON	00006	903317	284030	07/31/17	3,262.43
	WIRELESS ADVANCED COMMUNICATIO	00006	903506	284191	08/01/17	10,168.92
					Account Total	45,046.26
					Department Total	45,046.26

County of Adams
Vendor Payment Report

<u>9114</u>	<u>Fleet- Commerce</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Tools Reimbursement					
	CHAVIRA JAIME	00006	903370	284042	07/31/17	<u>48.45</u>
					Account Total	<u>48.45</u>
					Department Total	<u><u>48.45</u></u>

County of Adams
Vendor Payment Report

<u>43</u>	<u>Front Range Airport</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	DBT TRANSPORTATION SERVICES LL	00043	903679	284380	08/03/17	1,185.00
	THYSSENKRUPP ELEVATOR CORP	00043	903680	284380	08/03/17	300.00
	THYSSENKRUPP ELEVATOR CORP	00043	903681	284380	08/03/17	300.00
					Account Total	<u>1,785.00</u>
					Department Total	<u><u>1,785.00</u></u>

County of Adams
Vendor Payment Report

<u>50</u>	<u>FLATROCK Facility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	COMMERCIAL CLEANING SYSTEMS	00050	903511	284191	08/01/17	<u>875.62</u>
					Account Total	<u>875.62</u>
					Department Total	<u><u>875.62</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>
	Building Rental					
	IC CHAMBERS LP	00001	903497	284183	08/01/17	6,254.16
					Account Total	6,254.16
	Gas & Electricity					
	Energy Cap Bill ID=7545	00001	903266	283915	07/13/17	566.71
	Energy Cap Bill ID=7547	00001	903438	284150	07/19/17	59.24
					Account Total	625.95
	Mileage Reimbursements					
	BRYANT ERIK	00001	903271	283919	07/28/17	67.95
					Account Total	67.95
					Department Total	6,948.06

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=7554	00001	903441	284150	07/17/17	<u>6,959.63</u>
					Account Total	<u>6,959.63</u>
					Department Total	<u><u>6,959.63</u></u>

County of Adams
Vendor Payment Report

<u>1060</u>	<u>FO - Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7543	00001	903260	283915	07/13/17	<u>280.45</u>
					Account Total	<u>280.45</u>
					Department Total	<u><u>280.45</u></u>

County of Adams
Vendor Payment Report

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7544	00001	903265	283915	07/14/17	<u>10,229.30</u>
					Account Total	<u>10,229.30</u>
					Department Total	<u><u>10,229.30</u></u>

County of Adams
Vendor Payment Report

<u>1070</u>	<u>FO - Honnen/Plan&Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7542	00001	903262	283915	07/20/17	529.51
					Account Total	529.51
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7546	00001	903437	284150	07/20/17	1,150.05
					Account Total	1,150.05
					Department Total	1,679.56

County of Adams
Vendor Payment Report

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	C & R ELECTRICAL CONTRACTORS I	00001	903269	283919	07/28/17	675.00
	C & R ELECTRICAL CONTRACTORS I	00001	903495	284183	08/01/17	940.00
	PFISTER JOHN & SUSAN	00001	903496	284183	08/01/17	410.00
	SUMMIT LABORATORIES INC	00001	903682	284381	08/03/17	410.00
					Account Total	2,435.00
	Gas & Electricity					
	Energy Cap Bill ID=7539	00001	903263	283915	07/19/17	1,074.90
					Account Total	1,074.90
					Department Total	3,509.90

County of Adams
Vendor Payment Report

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7538	00001	903267	283915	07/20/17	5,049.71
					Account Total	5,049.71
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7548	00001	903442	284150	07/21/17	19,515.26
	Energy Cap Bill ID=7550	00001	903443	284150	07/21/17	28,363.66
	Energy Cap Bill ID=7551	00001	903444	284150	07/21/17	138.24
					Account Total	48,017.16
					Department Total	53,066.87

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=7540	00001	903264	283915	07/19/17	<u>133.83</u>
					Account Total	<u>133.83</u>
					Department Total	<u><u>133.83</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=7541	00001	903261	283915	07/19/17	<u>409.68</u>
					Account Total	<u>409.68</u>
					Department Total	<u><u>409.68</u></u>

County of Adams
Vendor Payment Report

<u>1112</u>	<u>FO-Sheriff HQ/Coroner Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7549	00001	903439	284150	07/21/17	3,535.53
	Energy Cap Bill ID=7552	00001	903440	284150	07/21/17	785.19
					Account Total	<u>4,320.72</u>
					Department Total	<u><u>4,320.72</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>
	Received not Vouchered Clrg					
	ALLIED UNIVERSAL SECURITY SERV	00001	903324	284030	07/31/17	1,451.52
	ARAPAHOE COUNTY RESIDENTIAL CE	00001	903351	284037	07/31/17	2,820.03
	ARAPAHOE COUNTY RESIDENTIAL CE	00001	903351	284037	07/31/17	299.20
	ASOCIACION DE CHARROS LAS DEL	00001	903331	284030	07/31/17	9,280.00
	AYRES ASSOCIATES INC	00001	903346	284030	07/31/17	5,431.35
	AYRES ASSOCIATES INC	00001	903347	284030	07/31/17	272.72
	BREAK THRU BEVERAGE	00001	903360	284037	07/31/17	3,213.45
	CHEMATOX LABORATORY INC	00001	902870	283663	07/26/17	500.00
	CHEMATOX LABORATORY INC	00001	902872	283663	07/26/17	25.00
	CI TECHNOLOGIES	00001	902873	283663	07/26/17	4,692.00
	CODE 4 SECURITY SERVICES LLC	00001	903332	284030	07/31/17	6,469.00
	COMCOR INC	00001	903352	284037	07/31/17	280.50
	COMMERCIAL CLEANING SYSTEMS	00001	903507	284191	08/01/17	18,165.84
	COMMERCIAL CLEANING SYSTEMS	00001	903507	284191	08/01/17	4,057.47
	COMMERCIAL CLEANING SYSTEMS	00001	903507	284191	08/01/17	4,240.43
	COMMERCIAL CLEANING SYSTEMS	00001	903507	284191	08/01/17	420.54
	COMMERCIAL CLEANING SYSTEMS	00001	903507	284191	08/01/17	2,911.76
	COMMERCIAL CLEANING SYSTEMS	00001	903507	284191	08/01/17	1,325.76
	COMMERCIAL CLEANING SYSTEMS	00001	903507	284191	08/01/17	6,585.68
	COMMERCIAL CLEANING SYSTEMS	00001	903507	284191	08/01/17	5,998.76
	COMMERCIAL CLEANING SYSTEMS	00001	903507	284191	08/01/17	3,690.57
	COMMERCIAL CLEANING SYSTEMS	00001	903507	284191	08/01/17	6,961.08
	COMMERCIAL CLEANING SYSTEMS	00001	903507	284191	08/01/17	799.02
	COMMERCIAL CLEANING SYSTEMS	00001	903507	284191	08/01/17	1,634.09
	COMMERCIAL CLEANING SYSTEMS	00001	903507	284191	08/01/17	791.14
	COMMERCIAL CLEANING SYSTEMS	00001	903507	284191	08/01/17	1,553.67
	COMMERCIAL CLEANING SYSTEMS	00001	903507	284191	08/01/17	422.40
	COMMERCIAL CLEANING SYSTEMS	00001	903507	284191	08/01/17	619.72
	COMMERCIAL CLEANING SYSTEMS	00001	903507	284191	08/01/17	578.85
	COMMERCIAL CLEANING SYSTEMS	00001	903507	284191	08/01/17	419.31
	COMMERCIAL CLEANING SYSTEMS	00001	903507	284191	08/01/17	683.85
	COMMERCIAL CLEANING SYSTEMS	00001	903507	284191	08/01/17	690.68
	COPYCO QUALITY PRINTING INC	00001	903333	284030	07/31/17	1,400.00
	CORRECTIONAL MANAGEMENT INC	00001	903353	284037	07/31/17	153.00
	GENERAL NETWORKS	00001	903673	284380	08/03/17	101.40

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>
	HIGH COUNTRY BEVERAGE	00001	903508	284191	08/01/17	319.74
	HIGH COUNTRY BEVERAGE	00001	903508	284191	08/01/17	5,000.00
	HIGH COUNTRY BEVERAGE	00001	903508	284191	08/01/17	3,020.01
	HILL & ROBBINS	00001	903341	284030	07/31/17	1,458.91
	INSIGHT PUBLIC SECTOR	00001	902874	283663	07/26/17	1,438.20
	INTERVENTION COMMUNITY CORRECT	00001	903355	284037	07/31/17	1,262.70
	INTERVENTION COMMUNITY CORRECT	00001	903355	284037	07/31/17	1,477.50
	KD SERVICE GROUP	00001	902875	283663	07/26/17	407.84
	LARIMER COUNTY COMMUNITY CORRE	00001	903354	284037	07/31/17	2,525.40
	LATPRO INC	00001	903501	284191	08/01/17	283.34
	LATPRO INC	00001	903501	284191	08/01/17	283.33
	LEXIS NEXIS MATTHEW BENDER	00001	902876	283663	07/26/17	2,034.99
	LOPEZ MARCUS	00001	902877	283663	07/26/17	241.00
	LOPEZ MARCUS	00001	902943	283663	07/26/17	245.00
	MORENO DENNIS	00001	903510	284191	08/01/17	22,500.00
	MOUNTAIN STATES IMAGING LLC	00001	903323	284030	07/31/17	874.76
	MSI TEC INC	00001	902944	283663	07/26/17	2,972.00
	MSI TEC INC	00001	902945	283663	07/26/17	3,172.00
	NEVE'S UNIFORMS INC	00001	902878	283663	07/26/17	103.90
	NEVE'S UNIFORMS INC	00001	902879	283663	07/26/17	127.95
	PIONEER TECHNOLOGY GROUP LLC	00001	903499	284191	08/01/17	10,000.00
	PLANET TECHNOLOGIES INC	00001	903330	284030	07/31/17	210.00
	PTS OF AMERICA LLC	00001	902880	283663	07/26/17	575.00
	PUBLICATION PRINTERS	00001	903334	284030	07/31/17	11,891.94
	PUBLICATION PRINTERS	00001	903334	284030	07/31/17	1,395.23
	RECRUITING.COM	00001	903500	284191	08/01/17	380.00
	RECRUITING.COM	00001	903500	284191	08/01/17	380.00
	SPECTRA CONTRACT FLOORING SERV	00001	903337	284030	07/31/17	275.00
	STATE OF COLORADO	00001	903366	284037	07/31/17	11,165.03
	STATE OF COLORADO	00001	903366	284037	07/31/17	650.06
	STATE OF COLORADO	00001	903367	284037	07/31/17	691.59
	STATE OF COLORADO	00001	903367	284037	07/31/17	43.82
	STATE OF COLORADO	00001	903368	284037	07/31/17	11,323.16
	STATE OF COLORADO	00001	903368	284037	07/31/17	749.32
	STATE OF COLORADO	00001	903369	284037	07/31/17	635.15
	STATE OF COLORADO	00001	903369	284037	07/31/17	59.64

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	SWIRE COCA-COLA USA	00001	903678	284380	08/03/17	98.40
	THYSSENKRUPP ELEVATOR CORP	00001	903338	284030	07/31/17	1,182.03
	THYSSENKRUPP ELEVATOR CORP	00001	903338	284030	07/31/17	125.00
	THYSSENKRUPP ELEVATOR CORP	00001	903338	284030	07/31/17	91.21
	THYSSENKRUPP ELEVATOR CORP	00001	903338	284030	07/31/17	791.00
	THYSSENKRUPP ELEVATOR CORP	00001	903338	284030	07/31/17	250.00
	THYSSENKRUPP ELEVATOR CORP	00001	903338	284030	07/31/17	2,575.00
	THYSSENKRUPP ELEVATOR CORP	00001	903338	284030	07/31/17	250.00
	THYSSENKRUPP ELEVATOR CORP	00001	903338	284030	07/31/17	325.00
	THYSSENKRUPP ELEVATOR CORP	00001	903338	284030	07/31/17	675.00
	THYSSENKRUPP ELEVATOR CORP	00001	903338	284030	07/31/17	250.00
	TIME TO CHANGE	00001	903356	284037	07/31/17	56,400.94
	TIME TO CHANGE	00001	903356	284037	07/31/17	8,802.55
	TIME TO CHANGE	00001	903357	284037	07/31/17	122,537.05
	TIME TO CHANGE	00001	903357	284037	07/31/17	9,806.97
	WIRELESS ADVANCED COMMUNICATIO	00001	902881	283663	07/26/17	250.00
	WIRELESS ADVANCED COMMUNICATIO	00001	902882	283663	07/26/17	250.00
	WIRELESS ADVANCED COMMUNICATIO	00001	902884	283663	07/26/17	250.00
					Account Total	<u>404,023.45</u>
					Department Total	<u><u>404,023.45</u></u>

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>
	Other Professional Serv					
	SHRED IT USA LLC	00001	902995	283686	07/26/17	100.00
					Account Total	100.00
	Subscrip/Publications					
	JEFFERSON COUNTY	00001	902994	283686	07/26/17	24.00
					Account Total	24.00
					Department Total	124.00

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>
	Mileage Reimbursements					
	WARD JAMAL	00001	902996	283686	07/26/17	<u>71.26</u>
					Account Total	<u>71.26</u>
					Department Total	<u><u>71.26</u></u>

County of Adams
Vendor Payment Report

<u>8622</u>	<u>Insurance -Benefits & Wellness</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	CUTTING JESSICA L	00019	902993	283686	07/26/17	<u>49.28</u>
					Account Total	<u>49.28</u>
					Department Total	<u><u>49.28</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>
	Received not Vouchered Clrg					
	BERG HILL GREENLEAF & RUSCITTI	00019	903339	284030	07/31/17	4,220.70
	COLO FRAME & SUSPENSION	00019	903674	284380	08/03/17	8,051.34
	COLO FRAME & SUSPENSION	00019	903675	284380	08/03/17	3,152.16
	COLO FRAME & SUSPENSION	00019	903676	284380	08/03/17	2,652.38
	COLO STATE TREASURER	00019	903325	284030	07/31/17	58,298.42
	DAVIS GRAHAM & STUBBS LLP	00019	903677	284380	08/03/17	24,263.10
	FIT SOLDIERS FITNESS BOOT CAMP	00019	903335	284030	07/31/17	3,500.00
	MAJOR ADJUSTING CO	00019	903358	284037	07/31/17	110.00
					Account Total	104,248.10
					Department Total	104,248.10

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					
	KIRBY LEROY	00019	903512	284203	08/01/17	<u>3,137.19</u>
					Account Total	<u>3,137.19</u>
					Department Total	<u><u>3,137.19</u></u>

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					
	MILE HIGH YOUTH CORPS	00027	903359	284037	07/31/17	15,000.00
					Account Total	15,000.00
					Department Total	15,000.00

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>
	Building Repair & Maint					
	C & R ELECTRICAL CONTRACTORS I	00001	903498	284183	08/01/17	85.00
	COLORADO SEAMLESS GUTTERS INC	00001	903272	283919	07/28/17	3,828.00
					Account Total	3,913.00
					Department Total	3,913.00

County of Adams
Vendor Payment Report

<u>2061</u>	<u>PKS - Weed & Pest</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv RAMSAY ANDRA	00001	903029	283779	07/27/17	105.27
					Account Total	105.27
					Department Total	105.27

County of Adams
Vendor Payment Report

<u>5011</u>	<u>PKS- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Assessment Payments					
	ALLEN DITCH CO	00001	903026	283779	07/27/17	<u>1,260.00</u>
					Account Total	<u>1,260.00</u>
					Department Total	<u><u>1,260.00</u></u>

County of Adams
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair & Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Fair Expenses-General					
	CHASE ASHLIE	00001	903382	284051	07/31/17	150.00
	GARCIA PEREZ SILVIANO	00001	903316	284029	07/31/17	1,350.00
	STERKEL KIMBERLY	00001	903381	284051	07/31/17	100.00
					Account Total	1,600.00
	Regional Park Rentals					
	AGUAYO GABRIELA	00001	902835	283653	07/26/17	400.00
	CHAVEZ NICHOLE	00001	903234	283653	07/27/17	400.00
	DETWILER DIANE	00001	902838	283653	07/26/17	225.00
	GIDEON DONNA	00001	902839	283653	07/26/17	75.00
	KENDALL DEB	00001	902842	283653	07/26/17	150.00
	PEDERSEN RONDA	00001	902843	283653	07/26/17	150.00
	PETRAKIS SIRENA	00001	902844	283653	07/26/17	650.00
	SHEETS EMILY	00001	902845	283653	07/26/17	75.00
	SOTO ADAM	00001	902846	283653	07/26/17	600.00
	VENZOR PERLA	00001	902847	283653	07/26/17	75.00
					Account Total	2,800.00
	Security Service					
	ALLIED UNIVERSAL SECURITY SERV	00001	903362	284039	07/31/17	3,859.28
	ALLIED UNIVERSAL SECURITY SERV	00001	903363	284039	07/31/17	1,735.12
	ALLIED UNIVERSAL SECURITY SERV	00001	903364	284039	07/31/17	980.36
	COLO STATE PUPIL TRANSPORTATIO	00001	903365	284039	07/31/17	471.86
					Account Total	7,046.62
					Department Total	11,446.62

County of Adams
Vendor Payment Report

<u>5015</u>	<u>PKS- Grounds Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	H-2 ENTERPRISES LLC	00001	902841	283653	07/26/17	<u>1,012.50</u>
					Account Total	<u>1,012.50</u>
	Operating Supplies					
	CINTAS FIRST AID & SAFETY	00001	902837	283653	07/26/17	<u>299.00</u>
					Account Total	<u>299.00</u>
					Department Total	<u><u>1,311.50</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>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	903030	283779	07/27/17	155.19
					Account Total	155.19
	Mileage Reimbursements					
	GRAF TREVOR G	00001	902840	283653	07/26/17	113.42
					Account Total	113.42
					Department Total	<u>268.61</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>
	Other Repair & Maint					
	ARBORFORCE LLC	00001	903027	283779	07/27/17	816.52
	ARBORFORCE LLC	00001	903028	283779	07/27/17	1,995.00
					Account Total	2,811.52
					Department Total	2,811.52

County of Adams
Vendor Payment Report

<u>1089</u>	<u>PLN- Boards & Commissions</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	BUZEK, VINCE	00001	902088	282818	07/14/17	65.00
	HERRERA, AARON	00001	902091	282818	07/14/17	65.00
	RICHARDSON SHARON	00001	902090	282818	07/14/17	65.00
	THOMPSON GREGORY PAUL	00001	902089	282818	07/14/17	65.00
					Account Total	260.00
					Department Total	260.00

County of Adams
Vendor Payment Report

<u>13</u>	<u>Road & Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	EP&A ENVIROTAC INC	00013	903503	284191	08/01/17	116,647.50
	EP&A ENVIROTAC INC	00013	903504	284191	08/01/17	77,765.00
	MENDOZA PHILLIP	00013	903329	284030	07/31/17	535.00
					Account Total	194,947.50
					Department Total	194,947.50

County of Adams
Vendor Payment Report

<u>94</u>	<u>Sheriff Payables</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Fingerprint Cards - CBI					
	COLO BUREAU OF INVESTIGATION	00094	903434	283669	07/31/17	<u>8,049.00</u>
					Account Total	<u>8,049.00</u>
					Department Total	<u><u>8,049.00</u></u>

County of Adams
Vendor Payment Report

<u>2004</u>	<u>Sheriff Training</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	PRAIRIE VIEW HIGH SCHOOL	00001	902954	283679	07/26/17	814.00
					Account Total	814.00
	Other Professional Serv					
	SHRED IT USA LLC	00001	902956	283679	07/26/17	81.08
					Account Total	81.08
					Department Total	895.08

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>
	Other Professional Serv					
	SHRED IT USA LLC	00001	902956	283679	07/26/17	<u>81.09</u>
					Account Total	<u>81.09</u>
					Department Total	<u><u>81.09</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>
	Operating Supplies					
	COAST TO COAST COMPUTER PRODUC	00001	902947	283679	07/26/17	<u>617.94</u>
					Account Total	<u>617.94</u>
	Other Professional Serv					
	SHRED IT USA LLC	00001	902960	283679	07/26/17	<u>150.00</u>
					Account Total	<u>150.00</u>
					Department Total	<u><u>767.94</u></u>

County of Adams
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Sheriff's Fees					
	BRICE STEELE LAW OFFICES	00001	903295	283940	07/28/17	66.00
	GERTHE ALEXANDER	00001	903303	283940	07/28/17	66.00
	LAKEMOND LLC	00001	903296	283940	07/28/17	66.00
	MIAN MUNEEB	00001	903304	283940	07/28/17	66.00
	MOERMAN CAMERON	00001	903305	283940	07/28/17	66.00
	ROBINSON AND HENRY	00001	903297	283940	07/28/17	66.00
	ROBINSON AND HENRY	00001	903298	283940	07/28/17	66.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	903299	283940	07/28/17	66.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	903300	283940	07/28/17	66.00
	THEODORE BRIN LAW FIRM	00001	903301	283940	07/28/17	66.00
	TSCHETTER HAMRICK SULZER	00001	903302	283940	07/28/17	66.00
					Account Total	726.00
					Department Total	726.00

County of Adams
Vendor Payment Report

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	SCHIMPF SARA	00001	903308	283946	07/28/17	18.73
					Account Total	18.73
	Operating Supplies					
	SAFARILAND TRAINING GROUP	00001	903306	283946	07/28/17	616.25
					Account Total	616.25
	Other Communications					
	VERIZON WIRELESS	00001	903309	283946	07/28/17	4,252.38
					Account Total	4,252.38
	Other Professional Serv					
	SHRED IT USA LLC	00001	903307	283946	07/28/17	75.00
					Account Total	75.00
					Department Total	<u>4,962.36</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>
	Mileage Reimbursements					
	BOWMAN LORI	00001	902946	283679	07/26/17	45.48
					Account Total	45.48
	Operating Supplies					
	LIGHTFIELD LESS LETHAL RESEARC	00001	902952	283679	07/26/17	607.50
	SHRED IT USA LLC	00001	902958	283679	07/26/17	30.00
	SHRED IT USA LLC	00001	902959	283679	07/26/17	176.26
					Account Total	813.76
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	902950	283679	07/26/17	465.00
	COPYCO QUALITY PRINTING INC	00001	902951	283679	07/26/17	800.00
					Account Total	1,265.00
					Department Total	<u>2,124.24</u>

County of Adams
Vendor Payment Report

<u>2017</u>	<u>SHF- Patrol Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	TRAINING AND CONSULTING TEAM L	00001	902997	283679	07/26/17	1,365.00
					Account Total	1,365.00
	Other Communications					
	COMCAST CABLE	00001	903310	283946	07/28/17	1.06
					Account Total	1.06
	Other Professional Serv					
	SHRED IT USA LLC	00001	903307	283946	07/28/17	75.00
					Account Total	75.00
					Department Total	1,441.06

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>
	Copies, Maps, Plans, Etc					
	COLO STATE PUBLIC DEFENDER'S O	00001	902949	283679	07/26/17	11.76
					Account Total	11.76
	Other Professional Serv					
	SHRED IT USA LLC	00001	902957	283679	07/26/17	67.50
					Account Total	67.50
					Department Total	<u>79.26</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 Professional Serv					
	COLO BUREAU OF INVESTIGATION	00001	902948	283679	07/26/17	330.00
	NORTHGLENN AMBULANCE	00001	902953	283679	07/26/17	386.40
					Account Total	<u>716.40</u>
					Department Total	<u><u>716.40</u></u>

County of Adams
Vendor Payment Report

<u>9291</u>	<u>Veterans Service Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	SHEETZ ROBERT J	00001	903516	284203	08/01/17	<u>67.95</u>
					Account Total	<u>67.95</u>
					Department Total	<u><u>67.95</u></u>

County of Adams
Vendor Payment Report

<u>97800</u>	<u>Wagner-Peyser</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	902942	283670	07/26/17	40.01
	VERIZON WIRELESS	00035	902942	283670	07/26/17	104.88
					Account Total	<u>144.89</u>
					Department Total	<u><u>144.89</u></u>

County of Adams
Vendor Payment Report

<u>4400</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00044	903255	283835	07/27/17	1,112.76
	XCEL ENERGY	00044	903255	283835	07/27/17	17.68
					Account Total	1,130.44
	Laboratory Analysis					
	ALBERTS WATER & WASTEWATER SER	00044	903034	283816	07/27/17	110.00
	COLO ANALYTICAL LABORATORY	00044	903036	283816	07/27/17	212.00
	COLO ANALYTICAL LABORATORY	00044	903037	283816	07/27/17	26.00
					Account Total	348.00
	Other Professional Serv					
	ALBERTS WATER & WASTEWATER SER	00044	903035	283816	07/27/17	550.00
					Account Total	550.00
	Telephone					
	CENTURYLINK	00044	903039	283821	07/27/17	47.70
					Account Total	47.70
	Water/Sewer/Sanitation					
	AURORA WATER	00044	903033	283816	07/27/17	2,533.74
					Account Total	2,533.74
					Department Total	4,609.88

County of Adams
Vendor Payment Report

<u>44</u>	<u>Water and Wastewater Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ALBERTS WATER & WASTEWATER SER	00044	903343	284030	07/31/17	3,000.00
					Account Total	3,000.00
					Department Total	3,000.00

County of Adams
Vendor Payment Report

<u>99806</u>	<u>WIOA & Wag/Pey Shared Prog Cst</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	902942	283670	07/26/17	<u>52.44</u>
					Account Total	<u>52.44</u>
					Department Total	<u><u>52.44</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					
	BROWN DESTINEE	00035	902887	283670	07/26/17	50.00
	KUMARAPERU CAIN	00035	902964	283670	07/26/17	175.00
	MIRAMONTES KASSANDRA	00035	902890	283670	07/26/17	100.00
	PADILLA MORA JULISSA	00035	902892	283670	07/26/17	175.00
					Account Total	500.00
	Supp Svcs-Utilities					
	XCEL ENERGY	00035	902936	283670	07/26/17	157.65
					Account Total	157.65
					Department Total	657.65

County of Adams
Vendor Payment Report

<u>99807</u>	<u>Youth Shared Prgrm Direct Cost</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	902942	283670	07/26/17	<u>367.08</u>
					Account Total	<u>367.08</u>
					Department Total	<u><u>367.08</u></u>

County of Adams
Vendor Payment Report

Grand Total 979,386.24

County of Adams
Net Warrants by Fund Detail

Grand Total 990,474.40

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, AUGUST 8, 2017**

1. ROLL CALL

Present: All Commissioners present.

Excused:

2. PLEDGE OF ALLEGIANCE (09:11 AM)

3. MOTION TO APPROVE AGENDA (09:12 AM)

Motion to Approve 3. MOTION TO APPROVE AGENDA with removing item 7A1 Moved by Charles "Chaz" Tedesco, seconded by Steve O'Dorisio, unanimously carried.

4. AWARDS AND PRESENTATIONS (09:12 AM)

A. 17-574 Proclamation of National Health Center Week August 13-19, 2017 (09:12 AM)

5. PUBLIC COMMENT (09:18 AM)

A. Citizen Communication

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

B. Elected Officials' Communication (09:24 AM)

6. CONSENT CALENDAR (09:26 AM)

A. 17-557 List of Expenditures Under the Dates of July 17-19, 2017

B. 17-577 List of Expenditures Under the Dates of July 24-28, 2017

C. 17-575 Minutes of the Commissioners' Proceedings from July 18, 2017

D. 17-576 Minutes of the Commissioners' Proceedings from July 25, 2017

E. 17-537 Resolution Approving Proposed Precinct Changes - 2017

F. 17-542 Resolution for Final Acceptance of Public Improvements Constructed at the Blackstone Ranch Subdivision, Filing No. 2A, Case No. PLT2015-00043

G. 17-543 Resolution for Final Acceptance of Public Improvements Constructed at the Crossroads Commerce Park, Case No. PRC2015-00001

H. 17-547 Resolution Accepting Deed Conveying Property from Mike and Jim Partnership, LLP, to Adams County for the Dedication of Road Right-of-Way

I. 17-548 Resolution Approving Adams County's Scientific and Cultural Facilities District Funding Distribution Plan for 2017/2018

J. 17-549 Resolution Approving Land Lease Agreement between Adams County and Reaction Engines, Inc.

K. 17-554 Resolution Approving Amendments to the Adams County Purchasing Policies and Procedures Manual

L. 17-558 Resolution Accepting a Special Warranty Deed Conveyed to Adams County from West Spanish Congregation of Jehovah's Witnesses for Road Right-of-Way Purposes

M. 17-559 Resolution Accepting a Warranty Deed from Clinton D. Egan and Gayle J. Egan to Adams County Conveying Property for Right-of-Way Purposes

N. 17-560 Resolution Accepting a Rights of Access Deed from Clinton D. Egan and Gayle J. Egan to Adams County Conveying Rights of Access for Right-of-Way Purposes

O. 17-561 Resolution Accepting a Special Warranty Deed from Peter A. Schibli to Adams County Conveying Property for Mineral and Water Rights Purposes

Motion to Approve 6. CONSENT CALENDAR Moved by Mary Hodge, seconded by Steve O'Dorisio, unanimously carried.

7. NEW BUSINESS (09:26 AM)

A. COUNTY MANAGER

1. 17-400 Resolution Approving a Lease between Adams County and Denver Indian Center for a Portion of the Pete Mirelez Human Services Center

This item was removed from the agenda

2. 17-551 Resolution Awarding an Agreement to Roadsafe Traffic Systems, Inc., to Provide Pavement Marking Services (09:26 AM)

Motion to Approve 2. 17-551 Resolution Awarding an Agreement to Roadsafe Traffic Systems, Inc., to Provide Pavement Marking Services Moved by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, unanimously carried.

3. 17-555 Resolution Awarding an Agreement to Straight Line Sawcutting, Inc., for Countywide Parking Lot Repairs (09:35 AM)

Motion to Approve to continue 3. 17-555 Resolution Awarding an Agreement to Straight Line Sawcutting, Inc., for Countywide Parking Lot Repairs Moved by Erik Hansen, seconded by Steve O'Dorisio, passed with a roll call vote 3:2.

4. 17-550 Resolution Awarding an Agreement to the Adams County Housing Authority for Housing Services for Temporary Assistance to Needy Families (TANF) (09:45 AM)

Motion to Approve 4. 17-550 Resolution Awarding an Agreement to the Adams County Housing Authority for Housing Services for Temporary Assistance to Needy Families (TANF) Moved by Mary Hodge, seconded by Steve O'Dorisio, unanimously carried.

5. 17-564 Resolution Approving Amendment One to the Agreement between Adams County and Kutak Rock LLC for Bond Counsel Services (09:52 AM)

Motion to Approve 5. 17-564 Resolution Approving Amendment One to the Agreement between Adams County and Kutak Rock LLC for Bond Counsel Services Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.

B. COUNTY ATTORNEY (09:54 AM)

8. LAND USE HEARINGS

A. Cases to be Heard

1. 17-573 RCU2017-00002 North Metro Gas Pipeline (09:54 AM)

Motion to Approve 1. 17-573 RCU2017-00002 North Metro Gas Pipeline Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 15, 2017
SUBJECT: Acceptance of Permanent Easement from Remembrance Management, LLC
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Permanent Easement by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with the Washington Street Improvements Project – Phase II between State Highway 224 and East 78th Avenue, located in the Southeast Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the easement dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Permanent Easement and Draft 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:

Draft Resolution

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

**RESOLUTION ACCEPTING A DEED FROM REMEMBRANCE MANAGEMENT, LLC
TO ADAMS COUNTY CONVEYING A PERMANENT UTILITY EASEMENT FOR
PUBLIC UTILITY PURPOSES**

Resolution 2017-

WHEREAS, Adams County received a Permanent Utility Easement in conjunction with Washington Street Improvements Project – Phase II between State Highway 224 and East 78th Avenue located in the Southeast Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, Adams County, Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1)(a) the property acquired from Remembrance Management, LLC as recorded at the Adams County Clerk and Recorder's Office at Reception Number 20050223000182640.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Permanent Utility Easement received from Remembrance Management, LLC, a copy of which has been duly recorded, is hereby accepted by Adams County.

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That Remembrance Management, C/o Linda Powell, whose address is 11825 Rimrock Trail Austin TX 78737 (hereinafter called "Grantor"), for and in consideration of Twenty Three Thousand One Hundred Ten Dollars (\$23,110.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the County of Adams, State of Colorado, whose address is 450 South 4th Avenue, Brighton, Colorado 80601 for the use of the public a non exclusive utility easement for the installation, operation, maintenance and replacement of public utilities, including, by way of example, but not limited to electric lines and cables; gas lines; telephone lines and cables; water lines; sewer lines and each and all of their appurtenances thereto; together with the right to trim interfering trees and brush and remove objects interfering therewith, said easements and rights to be utilized in a responsible and prudent manner on, over, across, and through the following described land to wit:

4
3

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

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the public utilities, in connection with this easement shall be done with care, and the surface of the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed by the public utility.

The Grantor reserves the right to use and occupy the easement for any purpose not inconsistent with the rights and privileges above granted and which will not interfere with or endanger any of the utility facility and appurtenances therein. Grantor agrees not to erect or construct any building or structure within the easement.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this 18th day of January 2005.

Remembrance Management LLC

By: Linda Powell

Title: Member

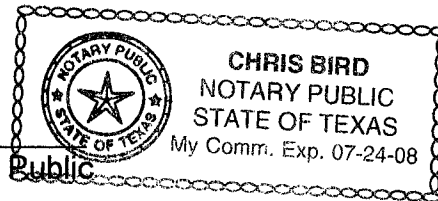
Return to: H.C. Peck & Assoc Inc.
2399 Blake St. #180
Den Co 80205

Travis
COUNTY OF ADAMS *lp*)
Texas) ss.
STATE OF COLORADO *lp*)

The foregoing instrument was acknowledged before me this 18 day
of January, 2005, by Remembrance Management LLC, by Linda
Powell its M. ZIMMER.

Witness my hand and official seal.

Chris Bird



Notary Public

My commission expires:

7/24/08

EXHIBIT "A"

TO PERMANENT UTILITY EASEMENT BETWEEN
REMEMBRANCE MANAGEMENT, LLC.
AND
THE COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2
(WITHIN ADAMS COUNTY PARCEL #0171934400011)

LEGAL DESCRIPTION:

A PERMANENT UTILITY EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34, THENCE SOUTH 00°03'13" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, WITH ALL BEARINGS HEREON RELATIVE THERETO, A DISTANCE OF 217.48 FEET; THENCE SOUTH 89°56'47" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID LINE SOUTH 00°03'13" EAST, A DISTANCE OF 385.12 FEET, TO THE NORTHEAST CORNER OF BOYER COFFEE SUBDIVISION; THENCE SOUTH 89°56'47" WEST, ALONG THE NORTHERLY LINE OF BOYER COFFEE SUBDIVISION, SAID LINE ALSO BEING THE SOUTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN BOOK 1832 AT PAGE 403, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°03'13" WEST, A DISTANCE OF 385.12 FEET, ALONG A LINE 70.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE NORTH 89°56'47" EAST, A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 7,703 SQUARE FEET OR 0.18 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE:

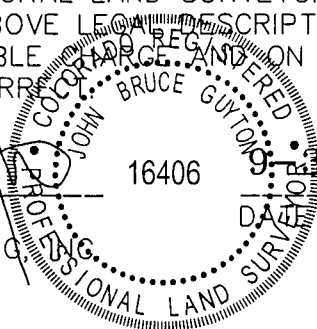
I, JOHN B. GUYTON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.



JOHN B. GUYTON P.L.S. 16406
PRESIDENT, FLATIRONS SURVEYING, INC.

16406

9-30-04



FSI JOB NO. 03-41,530-8-UTIL
DRAWN BY: K. CLIFFORD
OCTOBER 13, 2003



Flatirons Surveying, Inc.
5717 ARAPAHOE ROAD
BOULDER, CO 80303
PH: (303) 443-7001
FAX: (303) 443-9830
655 FOURTH AVENUE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355

EXHIBIT "A"

TO PERMANENT UTILITY EASEMENT
 BETWEEN REMEMBRANCE MANAGEMENT, LLC.
 AND
 THE COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 2 OF 2
 (WITHIN ADAMS COUNTY PARCEL #0171934400011)

POINT OF COMMENCEMENT
 NE COR, SE 1/4, SE 1/4, SEC. 34
 TOWNSHIP 2 SOUTH,
 R68W OF THE 6TH P.M.

E 74TH AVE

45'

55'

BOOK 1832 PAGE 403

S00°03'13"E 217.48'

N. WASHINGTON ST

POINT OF BEGINNING

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°56'47"W	50.00'
L2	S00°03'13"E	385.12'
L3	S89°56'47"W	20.00'
L4	N00°03'13"W	385.12'
L5	N89°56'47"E	20.00'

L5

L1

L4

L2

30'

L3

50'

T2S

34

35

T3S

3

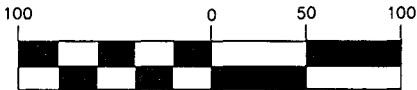
2

EAST LINE SE 1/4, SE 1/4, SEC. 34
 S00°03'13"E

20' UTILITY EASEMENT



GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

BOYER COFFEE SUBDIVISION

THIS IS NOT A "LAND SURVEY PLAT" OR IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT IS INTENDED TO DEPICT THE ACCOMPANYING PARCEL DESCRIPTIONS. RECORD INFORMATION SHOWN HEREON IS BASED ON TITLE DOCUMENTS PROVIDED BY CLIENT.

SE CORNER SEC. 34
 TOWNSHIP 2 SOUTH,
 R68W OF THE 6TH P.M.

FSI JOB NO. 03-41,530-8-UTIL
 DRAWN BY: K. CLIFFORD
 OCTOBER 13, 2003



Flatirons Surveying, Inc.

5717 ARAPAHOE ROAD
 BOULDER, CO 80303
 PH: (303) 443-7001
 FAX: (303) 443-9830

655 FOURTH AVENUE
 LONGMONT, CO 80501
 PH: (303) 776-1733
 FAX: (303) 776-4355



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 15, 2017
SUBJECT: Approval of Bond resolution and execution of Public Approval Certificate for issuance of bonds for Baker School Apartments, affordable housing.
FROM: Sarah Vogl, Adams County Housing Authority
AGENCY/DEPARTMENT: Adams County Housing Authority
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 resolution.

BACKGROUND:

Adams County Housing Authority passed a bond inducement resolution in November 2016 with the intent to issue \$19M of its bond cap to the Baker School Apartments project in unincorporated Adams County at the NE corner of 64th and Lowell Blvd. The project includes 142 apartments, of which 5 are designated for tenants earning 30% AMI or less, 4 at 40% AMI, 3 at 50% AMI and 130 at 60% AMI or less. There will be a mix of one-, two- and three-bedroom apartments. After its analysis of the Baker School Apartment project for both its feasibility and contribution of affordable housing to the Adams County, ACHA strongly supports the project. The project has been awarded 4% Low Income Housing Tax credits as well as \$1,450,000 in HOME funds (County and State).

After holding a public hearing about the issuance of bonds at which there were no objections (and no attendees), ACHA requests the BOCC review and approve required documents for bond issuance.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Housing Authority

ATTACHED DOCUMENTS:

1. **Resolution** which approves 1) the TEFRA public hearing held on July 14th, 2) issuance of \$19M in bonds, and 3) use of the proceeds of the bonds to finance the construction of the Baker School Apartments.
2. **Public Approval Certificate** – a requirement of IRS code to have the highest elected legislative body to approve the issuance of bonds. **This needs execution.**
3. **Report on Public Hearing** – proof of the TEFRA public hearing for issuance of bonds

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 OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS, COLORADO ACKNOWLEDGING AND APPROVING THE HOLDING OF A PUBLIC HEARING ON THE PLAN OF FINANCE, THE ISSUANCE BY THE HOUSING AUTHORITY OF THE COUNTY OF ADAMS, STATE OF COLORADO OF THOSE CERTAIN NOT TO EXCEED \$19,000,000 MULTIFAMILY HOUSING REVENUE BONDS (BAKER SCHOOL APARTMENTS PROJECT) SERIES 2017 (THE “BONDS”) AND THE USE OF THE PROCEEDS OF THE BONDS TO FINANCE THE ACQUISITION, CONSTRUCTION, EQUIPPING, RENOVATION, AND REHABILITATION OF THE MULTIFAMILY HOUSING APARTMENT COMPLEX KNOWN AS BAKER SCHOOL APARTMENTS BY BAKER SCHOOL HOLDINGS LLLP

WHEREAS, the purpose of this Resolution is to satisfy the public approval requirement of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”) in order to qualify the interest of the above-referenced Bonds from gross income for federal income tax purposes; and,

WHEREAS, officials of the Housing Authority of the County of Adams, State of Colorado (the “Authority”), have represented to the Board of County Commissioners of the County of Adams, Colorado (the “BOCC”) that the proceeds of the Bonds will be loaned to Baker School Holdings LLLP (the “Borrower”), a Colorado limited liability limited partnership, as part of a plan of finance to finance a portion of the acquisition, construction, equipping, renovation and rehabilitation of the multifamily housing complex known as Baker School Apartments with a street address of 3555 West 64th Avenue, Denver, Colorado 80221 located at the Northeast Corner of West 64th Avenue and Lowell Boulevard in unincorporated Adams County, Colorado (the “Project”); and,

WHEREAS, the Project is located within the boundaries of the County of Adams, Colorado (the “County”); and,

WHEREAS, officials of the Authority have represented to the BOCC that a public hearing on behalf of the Authority was held by such officials at 10:00 a.m., mountain time, on Friday, July 14, 2017 (the “Public Hearing”) after a Notice of Public Hearing was published for the Public Hearing on June 29, 2017 in the *Denver Post*; and,

WHEREAS, officials of the Authority have represented to the BOCC that after a reasonable public notice was given, the Public Hearing was held and that no objections were raised with respect to the proposed plan of finance, the issuance of the Bonds or the financing of the Project; and,

WHEREAS, the BOCC is the highest elected legislative body of the County.

NOW THEREFORE IT IS RESOLVED THAT, the officials of the Authority have informed the BOCC of the purpose for which the Bonds are proposed to be issued and the proceedings of the Public Hearing, and have informed the BOCC that no objections were raised with respect to the proposed plan of finance, the issuance of the Bonds or the financing of the Project at the Public Hearing.

BE IT FURTHER RESOLVED, that the BOCC hereby ratifies, acknowledges and approves the holding of a public hearing on the plan of finance, the Bonds and the Project.

BE IT FURTHER RESOLVED, that for the sole purpose of qualifying the interest on the Bonds for exclusion from gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code, the BOCC hereby approves the plan of finance, the issuance of the Bonds in the principal amount of not to exceed \$19,000,000 and the financing of the Project on behalf of the Borrower.

PUBLIC APPROVAL CERTIFICATE

**NOT TO EXCEED \$19,000,000
HOUSING AUTHORITY OF THE COUNTY OF ADAMS, STATE OF COLORADO,
MULTIFAMILY HOUSING REVENUE BONDS
(BAKER SCHOOL APARTMENT PROJECT)
SERIES 2017**

WHEREAS, the purpose of this public approval certificate is to satisfy the public approval requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") in order to qualify the interest of the above-captioned bond issue (the "Bonds") for exclusion from gross income for federal income tax purposes; and

WHEREAS, officials of the Housing Authority of the County of Adams, State of Colorado (the "Authority"), have represented to the Board of County Commissioners of the County of Adams, Colorado (the "BOCC") that the proceeds of the Bonds will be loaned to Baker School Holdings LLLP (the "Borrower"), a Colorado limited liability limited partnership, as part of a plan of finance to finance a portion of the acquisition, construction, equipping, renovation and rehabilitation of the multifamily housing complex known as Baker School Apartments with a street address of 3555 West 64th Avenue, Denver, Colorado 80221 located at the Northeast corner of West 64th Avenue and Lowell Boulevard in unincorporated Adams County, Colorado (the "Project"); and

WHEREAS, the Project is located within the boundaries of the County of Adams, Colorado (the "County"); and

WHEREAS, officials of the Authority have represented to the BOCC that a public hearing on behalf of the Authority was held by such officials at 10:00 a.m., mountain time on Friday, July 14, 2017 (the "Public Hearing") after a Notice of Public Hearing was published for the Public Hearing on June 29, 2017 in the *Denver Post*, as evidenced by the affidavit of publication attached hereto as Exhibit A; and

WHEREAS, officials of the Authority have represented to the BOCC that after a reasonable public notice was given, the Public Hearing was held and that no objections were raised with respect to the proposed plan of finance, the issuance of the Bonds or the financing of the Project;

NOW, THEREFORE, based upon all of the foregoing, I HEREBY CERTIFY THAT:

1. The BOCC is the highest elected legislative body of the County; and
2. The officials of the Authority have informed the BOCC of the purpose for which the Bonds are proposed to be issued and the proceedings of the Public Hearing and have informed the BOCC that no objections were raised with respect to the proposed plan of finance, the issuance of the Bonds or the financing of the Project at the Public Hearing; and

3. On behalf of the BOCC and as Chair of the BOCC, I hereby ratify, acknowledge and approve the holding of a public hearing on the plan of finance, the Bonds and the Project; and

4. For the sole purpose of qualifying the interest on the Bonds for exclusion from gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code, on behalf of the BOCC, I hereby approve the plan of finance, the issuance of the Bonds in the principal amount of not to exceed \$19,000,000 and the financing of the Project on behalf of the Borrower.

IN WITNESS WHEREOF, the undersigned has set his hand as of _____, 2017.

ADAMS COUNTY, COLORADO

By _____
Chair, Board of County Commissioners

EXHIBIT A
AFFIDAVIT OF PUBLICATION

[See Attached]

The Denver Post, LLC

PUBLISHER'S AFFIDAVIT

**City and County of Denver)
State of Colorado)
)**

The undersigned **Nicole Maestas**
being first duly sworn under oath, states
and affirms as follows:

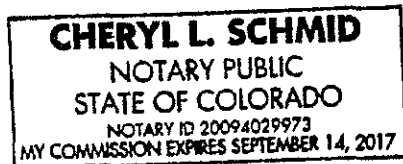
1. He/she is the legal Advertising Reviewer of The Denver Post, LLC, publisher of *The Denver Post* and *Your Hub*.
2. *The Denver Post* and *Your Hub* are newspapers of general circulation that have been published continuously and without interruption for at least fifty-two weeks in Denver County and meet the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in *The Denver Post* on the following date(s):

June 29, 2017

Nicole Maestas
Signature

Subscribed and sworn to before me this 29
day of June, 2017.

Cheryl L. Schmid
Notary Public



(SEAL)

NOTICE IS HEREBY GIVEN the Housing Authority of the County of Adams, State of Colorado (the "Authority"), will conduct a public hearing on Friday, July 14, 2017 at 10:00 a.m., mountain time, concerning the approval of a plan of finance that includes the issuance of its Multifamily Housing Revenue Bonds (Baker School Apartment Project) Series 2017 in one or more series in an aggregate principal amount not to exceed \$19,000,000 (the "Series 2017 Bonds") and the loan of the proceeds of the Series 2017 Bonds to Baker School Holdings LLP, a Colorado limited liability limited partnership, or any other affiliate or successor (the "Borrower"), for the purpose of financing a portion of the acquisition, construction, equipping, renovation and rehabilitation of a multifamily housing apartment complex known as Baker School Apartments with a street address of 3555 West 64th Avenue, Denver, Colorado 80221 located at the Northeast corner of West 64th Avenue and Lowell Boulevard in unincorporated Adams County, Colorado, (the "Facilities"), funding certain reserve funds, if any, and paying certain costs of issuing the Series 2017 Bonds. The Facilities will be owned, operated and principally used by the Borrower and will consist of the real property, improvements and equipment described above which are all located within the County of Adams, Colorado.

This notice is intended to comply with the public notice requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended. The Series 2017 Bonds will constitute a special, limited obligation of the Authority payable solely from revenues derived by the Authority pursuant to a loan agreement and certain related loan documents under which the Borrower has repayment obligations to the Authority, and, by assignment, to the Trustee. All interested parties are invited to attend and present comments at a public hearing regarding the plan of finance, the issuance of the Series 2017 Bonds and the Facilities being financed thereby. The public hearing will be held on Friday, July 14, 2017 at 10:00 a.m., mountain time, at the Authority's offices located at 7190 Colorado Boulevard, 6th Floor, Commerce City, Colorado 80022. Written comments to be presented at the public hearing may be mailed to the Authority at 7190 Colorado Boulevard, 6th Floor, Commerce City, Colorado 80022, Attention: Sarah Vogl, Director of Housing Development.

**REPORT ON PUBLIC HEARING WITH RESPECT TO PROPOSED ISSUANCE
OF NOT TO EXCEED \$19,000,000 HOUSING AUTHORITY
OF THE COUNTY OF ADAMS, STATE OF COLORADO
MULTIFAMILY HOUSING REVENUE BONDS
(BAKER SCHOOL APARTMENT PROJECT)
SERIES 2017**

July 14, 2017

TO: Chair of the Board of County Commissioners of Adams County, Colorado

FROM: Sarah Vogl, Director of Housing Development, Housing Authority of the County of Adams, State of Colorado

I. Summary of Proposed Housing Authority of the County of Adams, State of Colorado Multifamily Housing Revenue Bonds (Baker School Apartment Project) Series 2017

Issuer: Housing Authority of the County of Adams, State of Colorado

Bond Issue: Not to Exceed \$19,000,000 Housing Authority of the County of Adams, State of Colorado Multifamily Housing Revenue Bonds (Baker School Apartment Project) Series 2017

Trustee: Wells Fargo Bank, National Association

Borrower: Baker School Holdings LLLP, a Colorado limited liability limited partnership

Bond Counsel: Kutak Rock LLP

Purpose of Issue: Finance a portion of the acquisition, construction, equipping, renovation and rehabilitation of the multifamily housing apartment complex known as Baker School Apartments for the Borrower with a street address of 3555 West 64th Avenue, Denver, Colorado 80022 located at the Northeast corner of West 64th Avenue and Lowell Boulevard in unincorporated Adams County, Colorado (the "Project").

Documents & Security: The Bonds will be issued pursuant to a Trust Indenture, by and between the Issuer and the Trustee. The proceeds of the Bonds will be loaned by the Issuer to the Borrower to finance the Project pursuant to a Loan Agreement by and between the Issuer and the Borrower. The Borrower's loan repayments are assigned by the

Issuer to the Trustee as the sole security for the repayment of the Bonds. The payment of the principal and interest on the Bonds is not a debt or indebtedness of the Issuer or the County of Adams, Colorado.

II. Report of Public Hearing

A public hearing was held with respect to the plan of finance and the issuance of the Bonds on Friday, July 14, 2017 at 10:00 a.m. , mountain time, at the offices of the Housing Authority of the County of Adams, State of Colorado, 7190 Colorado Boulevard, 6th Floor, Commerce City, Colorado 80022. Notice of such hearing in the form attached hereto as Exhibit A was published on June 29, 2017 in the *Denver Post*, a newspaper of general circulation in the locale of the Project. No one appeared to speak against the Project. The hearing was closed at approximately ~~10:45~~^{10:45AM} mountain time.

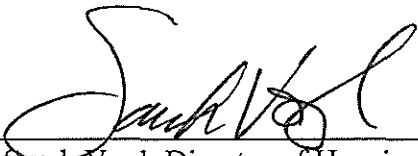
By 
Sarah Vogl, Director of Housing Development

EXHIBIT A

AFFIDAVIT OF PUBLICATION

[See Attached]

The Denver Post, LLC

PUBLISHER'S AFFIDAVIT

**City and County of Denver)
State of Colorado)
)**

The undersigned **Nicole Maestas** being first duly sworn under oath, states and affirms as follows:

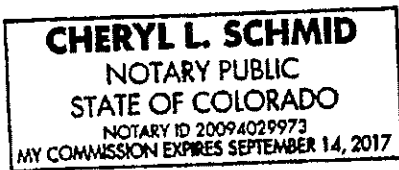
1. He/she is the legal Advertising Reviewer of The Denver Post, LLC, publisher of *The Denver Post* and *Your Hub*.
2. *The Denver Post* and *Your Hub* are newspapers of general circulation that have been published continuously and without interruption for at least fifty-two weeks in Denver County and meet the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in *The Denver Post* on the following date(s):

June 29, 2017

Nicole Maestas
Signature

Subscribed and sworn to before me this 29 day of June, 2017.

Cheryl L. Schmid
Notary Public



(SEAL)

NOTICE IS HEREBY GIVEN the Housing Authority of the County of Adams, State of Colorado (the "Authority"), will conduct a public hearing on Friday, July 14, 2017 at 10:00 a.m., mountain time, concerning the approval of a plan of finance that includes the issuance of its Multifamily Housing Revenue Bonds (Baker School Apartment Project) Series 2017 in one or more series in an aggregate principal amount not to exceed \$19,000,000 (the "Series 2017 Bonds") and the loan of the proceeds of the Series 2017 Bonds to Baker School Holdings L.L.P., a Colorado limited liability limited partnership, or any other affiliate or successor (the "Borrower"), for the purpose of financing a portion of the acquisition, construction, equipping, renovation and rehabilitation of a multifamily housing apartment complex known as Baker School Apartments with a street address of 3555 West 64th Avenue, Denver, Colorado 80221 located at the Northeast corner of West 64th Avenue and Lowell Boulevard in unincorporated Adams County, Colorado, (the "Facilities"), funding certain reserve funds, if any, and paying certain costs of issuing the Series 2017 Bonds. The Facilities will be owned, operated and principally used by the Borrower and will consist of the real property, improvements and equipment described above which are all located within the County of Adams, Colorado.

This notice is intended to comply with the public notice requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended. The Series 2017 Bonds will constitute a special limited obligation of the Authority payable solely from revenues derived by the Authority pursuant to a loan agreement and certain related loan documents under which the Borrower has repayment obligations to the Authority and, by assignment, to the Trustee. All interested parties are invited to attend and present comments at a public hearing regarding the plan of finance, the issuance of the Series 2017 Bonds and the Facilities being financed thereby. The public hearing will be held on Friday, July 14, 2017 at 10:00 a.m., mountain time, at the Authority's offices located at 7190 Colorado Boulevard, 6th Floor, Commerce City, Colorado 80022. Written comments to be presented at the public hearing may be mailed to the Authority at 7190 Colorado Boulevard, 6th Floor, Commerce City, Colorado 80022, Attention: Sarah Vogl, Director of Housing Development.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 15, 2017
SUBJECT: IV-E Waiver Memorandum of Understanding with Colorado Department of Human Services
FROM: Chris Kline, Director
AGENCY/DEPARTMENT: Human Services Department
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 IV-E Waiver Memorandum of Understanding with Colorado Department of Human Services

BACKGROUND:

The Colorado Department of Human Services, Division of Child Welfare Services was awarded a Title IV-E Demonstration Waiver on October 23, 2012 by the Children’s Bureau. The waiver is designed to build on four initiatives already in place in Colorado counties: Differential Response, Permanency by Design, the Colorado Practice Model, and the Collaborative Management Program. The Title IV-E waiver allows five interventions to build on the initiatives. The five interventions are: Family Engagement, Permanency Roundtables, Trauma-Informed Assessment, Trauma-Informed Treatment, and Kinship Supports.

The three Interventions in which Adams County is involved and corresponding annual funding for Adams County are delineated below:

Intervention	Annual Amount
Family Engagement	\$ 92,836.00
Permanency Roundtables	\$ 58,635.00
Kinship Supports	<u>\$178,186.00</u>
Total	\$329.657.00

The IV-E Waiver is 100% funded through State and Federal dollars. There is no county match required. The annual amount covered within the MOU is based in the State Fiscal Year. Half of that amount is assumed applicable to the County’s 2017 calendar fiscal period. The portion attributable to 2018 will be included in that budget.

This is the fifth year of Adams County Human Services, Children and Family Services participation in the waiver.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Colorado Department of Human Services

ATTACHED DOCUMENTS:

Resolution
Memorandum of Understanding
IV-E Adams Fifth Year Award Letter

FISCAL IMPACT:

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

Fund: 15

Cost Center: 2045E8921298; 2045E8901298; 2045E8941298

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5765		\$329,657
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$329,657</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8310		\$329,657
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>\$329,657</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

All funding for this comes out of the allocation

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE ADAMS COUNTY HUMAN SERVICES
DEPARTMENT TITLE IV-E WAIVER DEMONSTRATION PROJECT
MEMORANDUM OF UNDERSTANDING BETWEEN ADAMS COUNTY AND THE
COLORADO
DEPARTMENT OF HUMAN SERVICES

Resolution 2017-

WHEREAS, the Board of County Commissioners, County of Adams, State of Colorado, desires to approve the Memorandum of Understanding for the Title IV-E Waiver Demonstration Project pursuant to C.R.S. § 26-1-201; and,

WHEREAS, the Colorado Department of Human Services (CDHS) and the Adams County Human Services Department (ACHSD) are statutorily mandated to enter into an annual performance agreement that explains the County's duties and responsibilities in implementing the Title IV-E Waiver Demonstration Project; and,

WHEREAS, Title IV-E funds are provided to states for a number of distinct Child Welfare program services, including: foster care maintenance; case planning and administration; eligibility determination; training; subsidized adoption; information systems and state administration and CDHS has agreed to implement four interventions state wide: family engagement, permanency round tables, kinship support and trauma focused behavioral health treatment; and,

WHEREAS, the Board of County Commissioners, County of Adams, State of Colorado, has reviewed said plan and finds it to be appropriate and in the best interest of the citizens, and most especially the children and families of the County of Adams.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Title IV-E Wavier Demonstration Project MOU between Adams County and the Colorado Department of Human Services is hereby approved, a copy of which is attached hereto and incorporated into this resolution.

BE IT FURTHER RESOLVED that the Chair is authorized to execute approval of said Title IV-E Waiver Demonstration Project MOU on behalf of Adams County.

MEMORANDUM OF UNDERSTANDING
The State of Colorado Department of Human Services

And

**The Board of County Commissioners or other elected governing body of Adams
County(ies), Colorado**

This Memorandum of Understanding (or "MOU") is made this _____ day of _____, between the State of Colorado Department of Human Services (the "CDHS") and the Board of County Commissioners or other elected governing body of Adams County(ies), Colorado (the "County").

CDHS is the sole state agency with the responsibility to administer or supervise the administration of the human services programs listed in CRS 26-1-201.

The Colorado General Assembly enacted SB 13-231 in response to the CDHS being granted waiver authority by the United States Department of Health and Human Services, Administration for Children and Families, under Section 1130 of the Social Security Act, which authorizes states to conduct demonstration projects which are determined to promote the objectives of parts B or E of Title IV of the Social Security Act. A copy of the waiver terms and conditions are attached to this MOU as Exhibit A.

CRS 26-5-105.4 requires CDHS and the County to enter into a Memorandum of Understanding that explains the County's duties and responsibilities in implementing the Title IV-E Waiver Demonstration Projects.

CDHS and the County understand and agree that the services outlined in this MOU are subject to available appropriations by the General Assembly, and neither party will be obligated to provide services or assistance if adequate appropriations have not been made.

The following terms are agreed to by CDHS and the County:

1. MOU MEETS PERFORMANCE AGREEMENT REQUIREMENT

The parties agree that the provisions of this MOU constitute compliance with CRS 26-5-105.4:

2. TERM

The term of this MOU will be from July 1, 2017 to and including June 30, 2018.

3. DEFINITIONS

The parties agree to provide the following minimum services to the identified populations as denoted below (check all that apply):

Family Engagement – Meetings will be provided to families with a newly opened child welfare case during the demonstration period:

- Within seven business days of case opening;
 - (in FAR cases, within seven business days after the 60th day (69 days by including weekends);
- Within seven business days of initial placement;
- Every 90 days when in out-of-home care (DHS/DSS custody);
- Every six months in in-home (case open).

Permanency Roundtables – Meeting will be held quarterly for:

All open cases involving a child/youth with a goal of Other Planned Permanent Living Arrangement; and/or

All open cases involving a child/youth who has been in out of home care for 12+ months; and/or

Other: *Children/youth in care 8+ months with more than 3 placement moves*

Kinship Supports – Support services and goods will be provided to kinship families who are:

- Licensed kinship foster caregivers;
- Non-licensed kinship foster caregivers.

- Trauma Informed Screening, Assessment, and Treatment to the following target population:

4. REQUIRED DUTIES OF THE COUNTY

- a) During the term of the agreement, the County agrees to implement the intervention(s) in accordance with the rules adopted by the State Board of Human Services, and as described in Exhibit B, "County IV-E Waiver Demonstration Application," modified as necessary in accordance with Section 6 of this Memorandum of Understanding.
- b) The County will maintain sufficient records, will submit reports, and will accurately record Colorado Trails (Trails) and CFMS actions as may be required to document all cost and case activities supporting the implementation of the Waiver, and will permit CDHS, its evaluators, duly designated agents and/or representatives of the federal government, to inspect the records and will make such records available to CDHS as specified in CRS 26-1-122. If the County complies with current record keeping requirements as outlined by current rules, such shall be considered to be "sufficient records."
- c) Counties shall report costs to provide an intervention service to an individual, as authorized through this MOU. The cost shall include the type of intervention service provided, the volume of such services provided, and costs of the intervention service, where applicable. The costs include intervention funds, staff and vendor costs as identified in Trails, County Financial Management System (CFMS) and/or 100% time reporting by individuals performing a waiver activity. There is a presumption that a cost is not a waiver cost unless affirmatively documented in CFMS, Trails, and/or a vendor's time detail report for 100% time reporting.
- d) The County agrees to participate in the evaluation of the Title IV-E Waiver Demonstration Project, as described under Section 3 of Exhibit A, and as established under CRS 26-5-105.4.
- e) In accordance with CRS 26-5-105.4, the County agrees to the State retaining 50% of the Child Welfare savings resulting from the IV-E Waiver activities. The remaining 50%

savings will be retained by the County for additional Child Welfare services, as defined in CRS 26-5-101.3. Cost savings are determined as follows:

- 1) The difference between *i*) the amount of Title IV-E funds that were claimed for foster care maintenance, case planning and administration and eligibility determination in State Fiscal Year (“SFY”) 2012-13, and *ii*) the amount of Title IV-E funds that would have been claimed for foster care maintenance, case planning and administration and eligibility determination in SFY 2017-18, had the State of Colorado not been granted waiver authority by the United States Department of Health and Human Services under Section 1130 of the Social Security Act.
- 2) For the ten counties with the largest caseload size, the methodology for distributing cost savings between counties that have entered into a Title IV-E Waiver Demonstration Project MOU shall be based on the reduction in the number of foster care bed days between SFY 2012-13 and SFY 2017-18;
- 3) For all other counties that have entered into a Title IV-E Waiver Demonstration MOU with CDHS, the methodology for distributing cost savings between counties that have entered into a Title IV-E Waiver Demonstration Project MOU shall be based on the reduction in the number of foster care bed days between either SFY 2011-12 or SFY 2012-13, and SFY 2017-18, as selected by the County.
- 4) “Cost savings” shall not include unspent Title IV-E Waiver Demonstration Project funds provided to counties through the MOU for purposes of implementing Waiver Interventions. Any such unspent funds remaining at the end of SFY 2017-18 shall revert to the Title IV-E Waiver cash fund and rolled into the SFY 2018-19 child welfare block allocation, unless the CDHS is granted a Waiver extension. If an extension is granted, the reverted funds shall be included in the total amount of available funds for counties’ SFY 2018-19 IV-E Waiver Demonstration extension interventions.
- 5) The County insures any county employee funded with Title IV-E Waiver Intervention funds participates in 100% time reporting. County employees with 100% of time devoted to Title IV-E Waiver intervention(s) may utilize the six Month Certification form in lieu of 100% time reporting.

- f) No later than June 30, 2019, the County agrees to use 50% of the underspent county Title IV-E Waiver funds for child welfare services that can include:
 - 1) IV-E Waiver intervention services to eligible and non-eligible Title IV-E children
 - 2) Conventional title IV-E program services that are maintained for those Title IV-E eligible children in out of home placement
 - 3) Other child welfare services to eligible and non-eligible Title IV-E children and their families
 - 4) The County plan to expend either allocated Title IV-E Waiver funds, or underspent county Title IV-E Waiver funds as outlined in Exhibit B.

5. DUTIES OF CDHS

- a) CDHS will oversee the implementation of the Title IV-E Waiver Demonstration Project, and will develop standardized forms and reporting processes for the tracking of participants, in consultation with the Counties.
- b) CDHS will monitor the County's provision of Title IV-E Waiver intervention services as outlined in the Exhibit B and Exhibit C. CDHS will pull any necessary records or data for monitoring purposes from existing TRAILS and other current recording/data keeping systems. CDHS will not request the County to compile records/data that CDHS may compile or access through the use of TRAILS or other record/data keeping systems.
- c) CDHS will exercise oversight of and responsibility for the development, implementation, maintenance, and enhancement of Trails and its application relative to Child Welfare Services.
- d) For SFY 2017-18, CDHS agrees to allocate to counties any Title IV-E funds transmitted to the Title IV-E Waiver cash fund and appropriated by the general assembly to either implement the Title IV-E Waiver Demonstration Project, or to fund out of home placement and case planning for Title IV-E eligible children, in accordance with CRS 26-5-105.4.

6. BUDGET

In the preparing of Exhibit B, "Title IV-E Waiver Demonstration Project Year 5 (SFY2017-18) Application," the County shall develop a detailed budget that identifies all direct costs associated

with the implementation of the Waiver interventions, as defined in Section 3 of this Memorandum, for which the County has applied for IV-E Waiver Demonstration funds,

- a) Based on the results of negotiations with CDHS, should the level of funding awarded through the MOU differ from the funding requested through the Application, the County shall prepare and submit a revised Budget and any other changes to service delivery that will differ from the County's original Application submission. The revisions to the Application, once accepted by CDHS, shall constitute the Exhibit B, and shall become part of this MOU.
- b) With the written approval of CDHS, the County may request a revision to its accepted budget during the term of the agreement:
 - 1) The County may transfer budgeted funds between expenditure line items within a specific intervention, provided that the transferred amounts do not constitute a significant modification to the services as described within the Application.
 - 2) A written statement of impact to the services as described in the Application shall be prepared by the County and accompany any requested budget revisions that exceed the thresholds as identified in Sections 6.B.1 above, and may be required by CDHS for any requested budget revision falling within the thresholds identified in Sections 6.B.1 above.

7. SEVERABILITY

To the extent that this MOU is executed, and performance of the obligations of the parties may be accomplished, the terms of the MOU are severable. Should any singular term in this MOU be declared invalid or become inoperative for any reason, it will not invalidate the MOU itself, or any of the terms included therein.

8 INTEGRATION OF UNDERSTANDING

The parties recognize the nature of the relationship between the County and the State. This relationship is governed more broadly by pertinent provisions of the Colorado Constitution and of state statutes and rules, including lawful rules promulgated by the State Board of Human Services. The parties further recognize that this MOU is not intended to supersede or change the relationship between the County and the State as established by any legal authority.

9. NO THIRD PARTY BENEFICIARY

This MOU is binding to CDHS and the County, as well as their respective successors and assigns. It is agreed that the enforcement of the terms and conditions of this MOU are reserved for CDHS and the County, to the extent permitted by law. Nothing contained in this MOU allows a claim or right of action by a third party. Any third party receiving services or benefits under the provisions of this MOU is deemed an incidental beneficiary.

10. DISPUTE RESOLUTION

Prior to the execution of this document, if the parties are unable to reach agreement concerning the inclusion of, or wording of, provisions of the MOU, either party may refer the dispute to the Title IV-E Waiver Demonstration Project Oversight Committee. The Committee's decision will be made by a majority vote of its members, and is non-binding.

If dissatisfied with the decision of the oversight committee, either party may seek review by the Office Director of Children Youth and Families or designee. Nothing in these provisions limits a party's ability to pursue other remedies available under the law.

11. TERMINATION

The parties acknowledge that withdrawal from this MOU will result in the termination of this Agreement and termination of funding and services associated with this Agreement. The County shall assure as little disruption as possible in the delivery of services provided to Recipients.

- a) **Withdrawal/Termination.** Any party may withdraw from this Agreement at any time by providing 30 days written notice to all other Parties.
- b) **For Loss of Funds.** Any party may withdraw from this Agreement, in the event of loss or reduction of resources from its funding sources and shall provide notice of withdrawal, in writing within 30 days.
- c) **Lack of Compliance.** CDHS may terminate the agreement if it is found the County is not complying with the terms of this memorandum. In the event the memorandum is terminated for failure to perform, interventions funds may be reduced at the discretion of CDHS.

IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives have executed this Memorandum of Understanding effective for the dates written above.

Ann Rosales, Director, Division of Child Welfare

Date

COUNTY(ies) OF _____ COLORADO,
by and through the BOARD OF COUNTY COMMISSIONERS

Chair

ATTEST:

_____ County Clerk to the Board

DATE: _____

IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives have executed this Memorandum of Understanding effective for the dates written above.

Ann Rosales, Director, Division of Child Welfare

Date

COUNTY(ies) OF _____ COLORADO,
by and through the BOARD OF COUNTY COMMISSIONERS

Chair

ATTEST:

County Clerk to the Board

DATE: _____



COLORADO

Office of Children,
Youth & Families

Division of Child Welfare

Ann M. Rosales, MSW, Director

Mr. Chris Kline
Adams County Human Services Department
7190 Colorado Blvd.
Commerce City, CO 80022

June 9, 2017

Dear Director Kline,

The Colorado Department of Human Services, Division of Child Welfare is pleased to inform you that Adams County DHS is being awarded Title IV-E Waiver Demonstration Project (Project) funding.

The total available funding for the SFY 2017-18 is \$10M. There were 35 counties who applied for \$16.5M to serve children and families in 49 counties. Therefore, significant cuts were made to all applicant counties. Three filters were used on all applicant total award amounts (total award amount equals the sum of all intervention and intervention expansion requests):

- Requests were reduced to the projected year-end spending, or prior year closeout, whichever is highest;
- Requests were reduced for each intervention by the amount above a common cost-per-child/family threshold;
- Requests were reduced by proportion of total statewide budget after the other two filters.

To ensure a fair and equitable process, all applicant budgets were subjected to the same methodology. Follow up contacts were made with each applicant county as needed for clarification.

Based on the allocation methodology, it was determined your county's portion of the available allocation is \$329,657.00.

In order to participate in this project, your county must submit a Memorandum of Understanding (MOU), signed by your county's commissioning body, by June 30, 2017. A blank copy of the MOU can be found in the IV-E Waiver Application folder at: <https://sites.google.com/a/state.co.us/cdhs-dcw/for-professionals/forms>. CDHS requests that you submit a new budget in writing to Tyler Allen, Title IV-E Waiver Administrator, at tyler.allen@state.co.us, with or before the submission of your county's MOU. The total sum for all interventions and expansion projects must not be greater than your award amount. This new budget, along with your original application, shall constitute the item "Exhibit B", as identified in the MOU.

Please direct any questions you have about the award, budget revisions or MOU to Tyler Allen, Title IV-E Waiver Administrator, at tyler.allen@state.co.us or at (303)-866-2154.



We are encouraged by your ongoing participation in the Project and look forward to continued collaboration.
Please contact us with any questions.

Sincerely,



Ann Rosales
Director, Division of Child Welfare





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 15, 2017
SUBJECT: Adams 12 Five Star Schools
FROM: Chris Kline, Director
AGENCY/DEPARTMENT: Human Services Department
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 renewal of Adams 12 Five Star Schools contract to continue to enable timely processing of Health first Colorado applications.

BACKGROUND:

Adams County Human Services Department contracts with various medical providers to quickly and accurately process medical assistance applications on behalf of their clients. Adams County hires Community Support Specialists who are designated to expedite the medical assistance applications submitted by clients of each of these organizations. Funding to pay for the salaries and benefits of the Adams County employees who work on each of these contracts is as follows:

Twenty five percent (25%) of the salary and benefits for the Adams County employee who works with Adams 12 Five Star School is funded by Adams 12 Five Star School, and the other seventy five percent (75%) is reimbursed with federal Medicaid funds. In addition, the supervisory costs associated with this contract are funded 25% by Adams 12 Five Star School and 75% with Federal Medicaid funds. There is no cost to Adams County for the work done by Adams County employees on this contract.

Staff's recommendation is to renew these contracts to enable timely processing of Health First Colorado applications. These contracts will prevent a negative impact on the delivery of medical services to needy families and will ensure each partner receives timely medical assistance payments for the services rendered to these families.

This position is 100% reimbursed, there is no cost to Adams County. The spending authority for this position and the FTE in this position are already budgeted. This agenda item is to renew the contract that is currently in place with Adams 12 Five Star Schools.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams 12 Five Star Schools

ATTACHED DOCUMENTS:

Resolution
 Contract between Adams County and Adams 12 Five Star Schools

FISCAL IMPACT:

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

Fund: 15
Cost Center: 3060M1004010

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5755		\$73,874
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$73,874</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7005		\$73,874
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>\$73,874</u></u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

RESOLUTION APPROVING THE AGREEMENT BETWEEN ADAMS COUNTY AND ADAMS 12 FIVE STAR SCHOOLS TO PROVIDE HEALTH FIRST COLORADO APPLICATION PROCESSING

WHEREAS, Adams 12 Five Star Schools requested to reimburse the Adams County Human Services Department (ACHSD) to employ an intake specialist for Health First Colorado applications; and,

WHEREAS, current satellite intake specialist deployments have resulted in reducing the typical Health First Colorado application processing time frame from 45-60 days to 2-14 days, significantly improving client services, and facilitating cost savings; and,

WHEREAS, without an on-site specialist, Adams 12 Five Star Schools financial counselors would have to transport application forms to the ACHSD Human Services Building in Commerce City, which would delay Health First Colorado eligibility determination, provision of medical services to needy families, and timely payment for those services; and,

WHEREAS, twenty five percent (25%) will be funded by Adams 12 Five Star Schools and seventy five percent (75%) will be funded by Colorado Department of Health Care Policy and Financing to pay for the ACHSD intake specialist's salary and health insurance coverage and miscellaneous expenses for one year.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement between Adams County and Adams 12 Five Star Schools to Provide Health First Colorado Application Processing be approved.

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

**AGREEMENT BETWEEN THE COUNTY OF ADAMS, COLORADO AND
ADAMS 12 FIVE STAR SCHOOLS TO PROVIDE HEALTH FIRST COLORADO
APPLICATION PROCESSING
AT ADAMS 12 FIVE STAR SCHOOLS**

THIS AGREEMENT is made and entered into between the Adams County Human Services Department, hereinafter referred to as "ACHSD", and Adams 12 Five Star Schools, hereinafter referred to as "the district".

WITNESSETH:

WHEREAS, the district accepts Health First Colorado applications each month from Adams County residents; and

WHEREAS, currently the district must transmit said applications to the respective county social/human services locations for processing; and

WHEREAS, the need to convey application forms to county social/human services offices delays Health First Colorado eligibility determination, provision of medical services to needy individuals and families, and timely payment for those services to the district; and

WHEREAS, the district sometimes provides medical services to indigent patients prior to Health First Colorado eligibility determination, thus risking non-payment for those services if treated patients are later deemed ineligible; and

WHEREAS, the district is willing to pay twenty five percent (25%) the salary and benefits and provide a working space and appropriate office equipment for a Community Support Specialist; and

WHEREAS, ACHSD has agreed to allow one Community Support Specialist, employed by Adams County, to process the district's, Health First Colorado applications for Adams County.

NOW THEREFORE, FOR AND IN CONSIDERATION of the covenants and agreements below appearing, the parties agree as follows:

- A. Scope of Services. One full time Community Support Specialist employed by ACHSD shall be assigned to work at the district's facility at the Student and Family Resource Center, Northglenn Facility. The Community Support Specialist shall be responsible for determining eligibility for Health First Colorado applicants, and for entering eligibility data into the Colorado Benefits Management System to complete the eligibility determination

process. The Community Support Specialist will process up to 100 applications per month, will also be responsible for adding “Needy Newborns” and “pregnant women” to ongoing Health First Colorado cases, and assisting the district staff with Health First Colorado eligibility issues as related to this agreement, including billing back dates and assistance with load letter requests, as time allows. The Community Support Specialist through the district will transfer completed, processed cases to the respective county departments.

- B. ACHSD Responsibilities and Accountability. ACHSD shall be responsible for training and supervising the Community Support Specialist. ACHSD will oversee the specialist’s work to ensure compliance with pertinent federal and state laws and regulations. ACHSD will conduct periodic case reviews to assess the timeliness and accuracy of Health First Colorado applications processed by the district Community Support Specialist. Further, ACHSD staff will facilitate any audits conducted of the specialist’s work.
- C. Employment. The Community Support Specialist shall be an employee of ACHSD. The specialist shall be employed full-time (40 hours per week) by ACHSD. As such, the specialist will be subject to the policies, procedures, rules, regulations, directives, and orders of ACHSD. The Community Support Specialist shall comply with the district’s policies to the extent that such policies and regulations are not in conflict with those of the ACHSD or are not in conflict with agreements herein contained. If such conflict arises and the policy is material to the role of the Community Support Specialist, the parties shall meet to discuss and determine which policy shall govern. The Community Support Specialist shall be subject to the supervision of ACHSD, accountable to ACHSD, shall work between the hours of 7:00 a.m. to 5:30 p.m. Monday through Friday, and shall observe the same holidays as Adams County employees.
- D. The Districts Financial Responsibility. Twenty-five percent¹ of the average salary costs, employer taxes, retirement contribution, health insurance, and other applicable benefits for the Community Support Specialist in accordance with rates specified by ACHSD, shall be paid to ACHSD effective upon the start date of the Community Support Specialist. ACHSD estimates that 25% of the average salary and benefits range for the Community Support Specialist will be between \$11,250 and \$15,000 annually. In addition, a proportionate share of the salary costs, health insurance and other applicable benefits for the supervisory functions of the Community Support Specialist totaling \$520 per month effective the Community Support Specialists start date and adjusted annually thereafter shall be paid by the district. A memo stating the new average cost of a Community Support Specialist and new

¹ CMS has approved a waiver through 2018 allowing ACHSD to charge seventy-five percent of these costs to Medicaid, with the remaining twenty-five percent chargeable to the contracting entity.

average cost of the supervisory functions salary and benefits will be sent to the district within the first quarter of each year.

Notwithstanding the Term (Section J) of this Agreement, financial responsibility for payments owed by the district for salary and related expenses shall not commence until the Community Support Specialist has been hired and has started work as an ACHSD employee. In the unlikely event that the Colorado Medicaid program ceases financial support for the Health First Colorado eligibility function, and if mutually agreed to, the full cost of the Community Support Specialist will be borne by the district plus a proportionate share of the supervisor's salary and benefits.

ACHSD shall be responsible for the worker's compensation coverage for the Community Support Specialist and the Supervisor.

The district shall reimburse ACHSD for administrative costs, at a fixed rate of One Hundred Dollars, (\$100) per month, incurred by the Community Support Specialist and supervisory staff in carrying out the functions of the Community Support Specialist, such as mileage, continuing education, training and other required meetings. The \$100 administrative cost will be submitted on the monthly invoice to the district.

Payments will be made in monthly installments, for the total amount invoiced by ACDHS for all salary, benefits, supervisory and additional costs, payable within forty-five (45) days of receipt of the invoice, hereunder beginning the first month the Community Support Specialist has started work at the district's facility. To ensure timely payment by the district, ACHSD shall strive to submit all invoices to the district within the first five (5) business days of the month.

The district will be responsible for all costs associated with the Community Support Specialist's and Supervisor's parking at the district.

- E. Coverage for Long-Term Absences. ACHSD shall attempt to provide an on-site replacement staff for the district Community Support Specialist whenever the incumbent is absent for more than ten consecutive work days. In the event the Community Support Specialist will be absent for more than ten consecutive work days, the district shall be notified as soon as possible in writing of the extended absence as well as receive a written plan for coverage, including identification of a contact person, to ensure timely application processing until the Community Support Specialist returns.

For periods of absence less than ten consecutive work days, ACHSD shall assume responsibility for timely processing until the incumbent returns. Additionally, ACHSD shall provide a single point of contact in these instances.

- F. Workplace and Personal Computer Access. The district shall provide working space such as an office or cubicle, office equipment and supplies, a desktop computer, and a locking file cabinet for the Community Support Specialist. ACHSD, with the cooperation of the information technology staff of the district, will establish and maintain connectivity to the Colorado Benefits Management System and other automated systems required by the Community Support Specialist.
- G. Community Support Specialist Qualifications and Selection. The district Support Specialist shall be selected by ACHSD in accordance with ACHSD Human Resources specified qualifications for this position.
- H. Liability Coverage. Pursuant to the Colorado Governmental Immunity Act, ACHSD agrees to be responsible for injuries or damages caused by or incurred by its respective public employees or agents arising from the performance of their duties and obligations under this Agreement, unless the act is willful and wanton or where sovereign immunity bars the action against the Parties. Nothing in this Agreement is intended to waive the provisions of the Colorado Immunity Act as it applies to ACHSD and its public employees. The district agrees to be responsible for injuries with the respective public employees or agents, or damages sustained from any act or omission of its employees or agents arising from the performance of their duties and obligations under this Agreement, unless the act is reckless, willful or wanton.
- I. Insurance. ACHSD and the district shall exchange evidence of insurance showing general liability coverage for the district, and general liability coverage of ACHSD in the minimum amount of the Colorado Governmental Immunity Act for protection from claims for bodily injury, death, property damage, or personal injury which may arise through the execution of this contract. Recipients of such evidence shall be the Adams County Risk Manager and the district Vice President of Finance. Such evidence shall be approved by each recipient prior to commencement of this contract.
- J. Term. This agreement shall commence on July 1, 2017, for a term of twelve (12) months ending on June 30, 2018. Additionally, this agreement may be terminated without cause by either ACHSD or the district upon thirty (30) days written advance notice, and in the event of such termination, the district monthly financial obligation shall cease for all subsequent months.
- K. Confidentiality. The Community Support Specialist shall comply with the district confidentiality policies as well as all federal, state, and county administrative rules, laws and regulations governing client confidentiality, subject only to statutory exceptions applicable to criminal investigations and

proceedings. Nothing in this agreement shall constitute ACHSD becoming a HIPAA business associate with the district.

- L. Evaluation Plan. ACHSD and the district will evaluate the project on an annual basis. This will include goals and objectives, workload, performance measures, timelines, milestones, data collection procedures, and other elements agreed to by ACHSD and the district for this ongoing evaluation. ACHSD will continue to compile monthly reports and statistics which are presented at Liaison and Stakeholder meetings or whenever requested by the district.
- M. Contract Amendment. Amendment of this contract may be made only by written agreement and signed by all parties hereto.
- N. Electronic Disposition of Document (Scanning and Photocopies). The Parties hereto agree and stipulate that the original of this document, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.
- O. Immediate Termination for Cause. Should the district become aware of any serious misconduct by the ACHSD employee such as policy violations or any act or omission that has an adverse impact on or causes damage to patients, staff, the district reputation, property, or the district operations, the district must immediately report such information to an ACHSD Superior and/or Management. ACHSD will investigate such allegations and take appropriate disciplinary action according to its policies and procedures, including terminating the employee if appropriate.
- P. Access to Records. ACHSD, for itself and for its agents and employees, agrees to provide to the Controller General of the United States or the Department of Health and Human Services ("HHS"), and their duly authorized representatives, upon written request, reasonable access to this Agreement, books, documents and records until the expiration of four (4) years after the Services are furnished under the Agreement for the purpose of evaluating the nature and extent or the costs and Services provided. ACHSD also agrees that if ACHSD subcontracts for any of the duties under this Agreement at a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, with a related organization, the subcontract shall contain a clause to the effect that the related organization must make available, upon written request, to HHS, the Controller General, or their duly authorized representatives, the subcontract, and the books, documents, and records of the related organization that are necessary to verify the nature and

extent of the costs until the expiration of four (4) years after the Services are furnished under the subcontract.

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

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

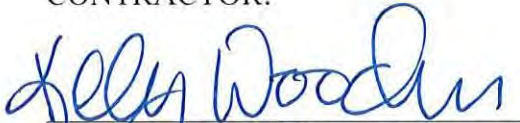
ATTEST:
STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:


Adams County Attorney's
Office

Deputy Clerk

CONTRACTOR:



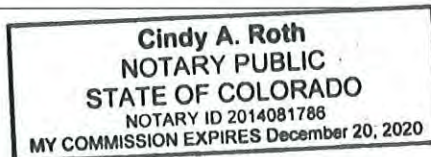
Name: Kelly Wooden
Title: Purchasing Manager
Adams 12 Five Star Schools

Subscribed and sworn to before me this 21st day of may 2017, by
Kelly wooden.



Notary Public

My commission expires: _____



My Commission Expires & Renewal In 2021
Cindy A. Roth
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires & Renewal In 2021



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 15, 2017
SUBJECT: County Incentive Contract Amendments with Department of Health Care Policy and Financing (HCPF).
FROM: Chris Kline, Director
AGENCY/DEPARTMENT: Human Services Department
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 resolution for County Incentive Contract Amendments with Department of Health Care Policy and Financing (HCPF).

BACKGROUND:

This is a request for the approval of the County Incentive Contract Amendments with Department of Health Care Policy and Financing (HCPF). The Incentive Contract provides counties with an opportunity to earn financial incentives by meeting certain benchmarks. Participation is optional and there is no risk to counties that subsequently do not meet any of the benchmarks. Those counties simply will not receive an incentive payment for the unmet benchmarks.

The actual amount of funding available to each county will be dependent upon how many counties choose to participate and the number of counties that earn the incentives. At no time will a county's total incentive payment exceed that same county's total Medicaid share.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Department of Health Care Policy and Financing (HCPF)

ATTACHED DOCUMENTS:

Resolution
Contract Amendment for FY 2017-18 County Incentives Program

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:

There is no direct fiscal impact as a result of executing the contract. No additional spending authority is requested and no additional FTE are needed. This is a revenue enhancement opportunity.

The contract terms are expressly contingent upon ACHSD achieving established performance measures. Should the ACHSD meet these metrics, the Department of Health Care Policy and

Financing (HCPF) will reimburse our county's Medicaid program expenditures with additional federal funding at a higher rate of cost sharing. This becomes a potential revenue enhancement for Fund 15, touching any cost centers that include federal Medicaid funding. There is no "downside" to the contract because if ACHSD does not meet the identified performance measures, the standard federal/state/county cost sharing (as budgeted) continues to apply to the county's program expenditures.

The maximum revenue gain for the current fiscal year is: \$395,656.42. This equates to complete reimbursement of Adams County's share of Medicaid program administration costs if the entire Medicaid allocation was spent.

RESOLUTION APPROVING THE COUNTY INCENTIVE CONTRACT AMENDMENT NO. 3 BETWEEN ADAMS COUNTY AND THE STATE OF COLORADO THROUGH THE COLORADO DEPARTMENT OF HEALTH CARE POLICY AND FINANCING (HCPF)

WHEREAS, the Adams County Human Services Department Community Support Services Division wishes to participate in the County Medicaid Incentive Program offered by the State of Colorado through the Colorado Department of Health Care Policy and Financing; and,

WHEREAS, pursuant to the contract amendment, the State of Colorado through the Department of Health Care Policy and Financing will provide incentives for meeting specific Medicaid benchmarks, including: Eligibility Timeliness & Backlog, Collaboration, Long Term Services and Supports (LTSS), Training, and Child Welfare from July 1, 2017 through June 30, 2018; and,

WHEREAS, the maximum amount payable under this contract amendment in State Fiscal Year 2017-18 is not to exceed three hundred ninety five thousand six hundred fifty six dollars and forty two cents (\$395,656.42); and,

WHEREAS, the State of Colorado, may extend the term of the contract amendment for a period not to exceed five years.

NOW, THEREFORE, BE IT RESOLVED by the Adams County Board of Commissioners, County of Adams, State of Colorado, that the Contract Amendment No. 3 for the County Medicaid Incentive Program between Adams County and the State of Colorado through the Colorado Department of Health Care Policy and Financing be approved.

BE IT FURTHER RESOLVED that the Chair is authorized to execute approval of said Contract Amendments with the Colorado Department of Health Care Policy and Financing.

AGREEMENT AMENDMENT NO. 3

Original Agreement Routing Number 2015CMIP001A3

1. PARTIES

This Amendment to the above-referenced Original Agreement (hereinafter called the “Agreement”) is entered into by and between the STATE OF COLORADO, acting by and through the Department of Health Care Policy and Financing, 1570 Grant Street, Denver, Colorado 80203 (hereinafter called “Department” or “State.”), and the Adams County (hereinafter called “Contractor”).

1. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment 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 Department shall not be liable to pay or reimburse 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.

2. FACTUAL RECITALS

The Parties entered into the Agreement to create performance-related benchmarks for county departments of human/social services that achieve certain Incentive Performance Standards related to determining and redetermining Medicaid eligibility, those populations currently enrolled in Medicaid and cooperation with other Medicaid-related entities. The purpose of this Amendment is to add exhibits and update the Incentives Performance Standards.

3. 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 Amendment.

4. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

5. MODIFICATIONS

The Agreement and all prior amendments thereto, if any, are modified as follows:

- A. Section 4, Definitions, Subsection B is hereby deleted in its entirety and replaced with the following:
- B. Exhibits and other Attachments. The following documents are attached hereto and incorporated by reference herein:

- Exhibit A-3, Statement of Work
- Exhibit B, Rates
- Exhibit C, Sample Option Letter
- Exhibit D, List of CDHS programs for Training Performance Incentive
- Exhibit E, Small, Medium, Large County List
- Exhibit F, List of Mandatory Trainings for Training Performance Incentive

B. Section 7, Payments to Contractor, Subsection A, Maximum Amount, is hereby deleted in its entirety and replaced with the following:

A. Maximum Amount

The maximum amount payable under this Contract to Contractor by the Department is shown in the following table, as determined by the Department from available funds. Payments to the Contractor are limited to the unpaid obligated balance of the Contract at the rates set forth in **Exhibit B**. The maximum amount payable by the Department to the Contractor is:

State Fiscal Year 2014-15	\$528,490.71
State Fiscal Year 2015-16	\$524,580.32
State Fiscal Year 2016-17	\$526,398.25
State Fiscal Year 2017-18	\$527,541.93
Total for All State Fiscal Years	\$2,107,011.20

C. Section 10, Confidential Information, Subsection B, Health Insurance Portability & Accountability Act of 1996 (“HIPAA”), Paragraph ii, Business Associate Contract is hereby deleted in its entirety.

D. Section 16, Notices and Representatives is hereby deleted in its entirety and replaced with the following:

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.

For the State: Joshua Montoya
 Department of Health Care Policy and Financing
 1570 Grant Street
 Denver, CO 80203
 Joshua.Montoya@hcpf.state.co.us

For the Contractor:

The Contractor shall provide the Department with the name and address of its principal representative. In the event that the Contractor does not provide this information to the Department, all notices required to be given hereunder shall be delivered to the attention of the Contractor's director of human services or director of social services, at the general address on file with the Department.

- E. Section 19, General Provisions, Subsection I, Order of Precedence, Paragraph ii, HIPAA Business Associate Addendum is hereby deleted in its entirety.
- F. Attachment A, HIPAA Business Associate Addendum, is hereby deleted in its entirety.
- G. Exhibit A-2, Statement of Work, is hereby deleted in its entirety and replaced with Exhibit A-3, Statement of Work, attached hereto and incorporated by reference into the Agreement. All references within the Agreement to Exhibit A, Exhibit A-1, or Exhibit A-2 shall be deemed to reference to Exhibit A-3.
- H. Exhibit B, Rates, Section 1.3., SFY 2017-18 Incentives Payment Table, is hereby added as follows:

1.3. SFY 2017-18 Incentives Payment Table

Incentive Payment Name	% of Funding	Payment Amount
Eligibility Timeliness and Backlog Performance Incentive Payment	35%	\$138,479.75
Collaboration Performance Incentive Payment	20%	\$79,131.28
Long Term Services and Supports (LTSS) Performance Incentive Payment	10%	\$39,565.64
Training Performance Incentive	15%	\$59,348.46
Child Welfare Performance Incentive Payment	20%	\$79,131.28
Total Maximum Available for all Incentive Payments		\$395,656.42

- A. Exhibit B, Rates, Section 2.3., SFY 2017-18 Pool Maximum County Share Table, is hereby added as follows:

2.3. SFY 2017-18 Pool Maximum County Share Table

Pool Name	Pool Maximum Distribution Amount
Total Maximum Available for all Pool Distributions	\$131,885.50

6. START DATE

This Amendment shall take effect on its Effective Date.

7. ORDER OF PRECEDENCE

In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

8. AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available to HCPF by the federal government, state government and/or grantor.

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THE PARTIES HERETO HAVE EXECUTED THIS INTERAGENCY AGREEMENT

Persons signing for Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

STATE OF COLORADO
John W. Hickenlooper, Governor

Adams County

Department of Health Care Policy and
Financing

By: _____

By: _____

Susan E. Birch, MBA, BSN, RN
Executive Director

Date: _____

Date: _____

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Department of Health Care Policy and Financing INSERT-Name of Agency or IHE

Date: _____

EXHIBIT A-3, STATEMENT OF WORK

1. TERMINOLOGY

- 1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
 - 1.1.1. Accountable Care Collaborative (ACC) – the Department’s program for care coordination and cost containment for Medicaid members in all sixty-four (64) of Colorado’s counties.
 - 1.1.2. Applicant – An individual for whom the Contractor is performing a Determination.
 - 1.1.3. Behavioral Health Organization (BHO) - An organization that arranges for enrolled Clients to get medically necessary behavioral health services. For a list of BHOs, please see the County Incentive Program Guide.
 - 1.1.4. Backlogged Determination – Any Untimely Determination that was not completed by the timeliness requirements as set in Section 1.1.11.
 - 1.1.5. Backlogged Redetermination – Any Untimely Redetermination that was not completed by the timeliness requirements as set in Section 1.1.12.
 - 1.1.6. COGNOS/Decision Support System 01 (DSS01) – the Department’s data reporting systems that use information from the Colorado Benefits Management System (CBMS).
 - 1.1.7. Colorado Benefits Management System (CBMS) – the State’s eligibility determination system.
 - 1.1.8. Colorado interChange (interChange) – the State’s claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.
 - 1.1.9. County Incentives Program Guide – A supplemental document, provided by the Department to each Contractor, that defines the expectations of the Department for the County Incentives Program. This includes lists supporting documentation for the Child Welfare Incentive and Training Incentive, Collaboration Incentive partner information, required forms and templates and other relevant materials.
 - 1.1.10. Determination – The act of determining if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application.
 - 1.1.11. DSS1 – A two-way communication form between the financial eligibility worker and the case management agency that can include the ULTC 100.2 certification and the financial eligibility determination.
 - 1.1.12. Member – An individual who is eligible for the Colorado Medical Assistance Program; also known as a client.
 - 1.1.13. Regional Care Collaborative Organization (RCCO) – contracted entities of the Department that are responsible for carrying out the goals of the Accountable Care Collaborative.
 - 1.1.14. Reporting Period – The period of time for each performance standard used to measure whether the Contractor met that standard.

- 1.1.14.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
- 1.1.14.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.15. Redetermination – A Determination as defined under 10 C.C.R. 2505-8.100.3.P.
- 1.1.16. Small, Medium and Large County – The size of the county is determined by the case- and workload of Medical Assistance enrollment.
- 1.1.17. State Fiscal Year (SFY) – The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year.
- 1.1.18. Timely Determination – Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.19. Timely Redetermination – Any Redetermination that is completed by the last day of the month prior to the month in which the client’s new annual enrollment period begins.
- 1.1.20. Untimely Determination – Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.21. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the client’s new annual enrollment period begins. This is based on the CBMS RRR Due Date.

2. COUNTY DETERMINATIONS

- 2.1. The Contractor shall perform all Medicaid eligibility-related work within the Contractor’s county, required under C.R.S. §25.5-1-101 *et. seq.* The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH INCENTIVES PERFORMANCE STANDARDS

- 3.1. To determine whether the Contractor met any or all of the Incentives Performance Standards when completing determinations and redeterminations within the Contractor’s county, the Department will utilize the COGNOS/DSS01 systems to pull the following reports:
 - 3.1.1. Weekly Timeliness.
 - 3.1.2. Detailed Timely Processing of Medical Applicant Determinations/Redeterminations.
 - 3.1.3. Mass Update Case Error Details.
 - 3.1.4. Non-MAGI Redeterminations Due.
 - 3.1.5. Redeterminations Due for Self-employment and individuals without a Social Security Number.
 - 3.1.6. Verifications Due.
- 3.2. To determine whether the Contractor met any or all of the Incentives Performance Standards when working with Medicaid populations within the Contractor’s county, the Department may utilize data from the Colorado interChange system.

- 3.3. The above list of systems and reports is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether the Contractor met any or all of the Incentives Performance Standards.
- 3.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, or other systems will be defined in each applicable Incentives Performance Standard.
- 3.5. The Contractor shall utilize Section 3, Determining Compliance with Incentives Performance Standards, and information in the County Incentives Program Guide, to assist with pulling applicable data and reports to determine the Contractor’s compliance with any or all of the Incentives Performance Standards.

4. INCENTIVES PERFORMANCE STANDARD PROGRAM

- 4.1. The Contractor may earn an incentive payment to reimburse it for a portion of its cost sharing as described in Section 3.
 - 4.1.1. To fulfill the requirements in Exhibit A-3 Statement of Work and earn an incentive payment, the Contractor shall utilize and comply with the County Incentives Program Guide.
 - 4.1.1.1. The Contractor shall utilize the County Incentives Program Guide to find any forms, templates, program contacts or additional information needed to operationalize the Incentives Performance Standard Program referenced throughout this Agreement.
- 4.2. Eligibility Timeliness and Backlog Performance Incentive Standard
 - 4.2.1. The Contractor may earn an Eligibility Timeliness and Backlog Performance Incentive Payment for each Reporting Period in which the Contractor:
 - 4.2.1.1. Completes at least ninety-five percent (95%) of all Determinations and Redeterminations as Timely Determinations and Timely Redeterminations and,
 - 4.2.1.2. The Backlogged Determinations average and Backlogged Redeterminations average at the end of each Reporting Period is within the limits described in the following table:
 - 4.2.1.2.1. County Backlog Table

	County Size	Limit
New Applications		
	Large	≤ 100
	Medium	≤ 15
	Small	≤ 5
Redeterminations		
	Large	≤360
	Medium	≤36
	Small	≤12

- 4.2.1.3. To determine the Backlogged Determinations average, the Department will total the Backlogged Determinations of each month of the Reporting Period and divide by the number of months in the Reporting Period.
- 4.2.1.3.1. The Court Order Based Timeliness Report's Weekly Backlog by County Report of the first week of each month will be used to determine the Contractor's amount of Backlogged Determinations.
- 4.2.1.4. To determine the Backlogged Redeterminations average, the Department will total the Backlogged Redeterminations of each month of the Reporting Period and divide by the number of months in the Reporting Period.
- 4.2.1.4.1. The Court Order Based Timeliness Report's Weekly Backlog by County Report of the first week of each month will be used to determine the Contractor's number of Backlogged Redeterminations.
- 4.2.1.5. The Department will round both the Backlogged Determinations average and Backlogged Redeterminations average to a whole number.
- 4.2.1.6. To determine the timeliness percent for this Performance Standard, the Department shall total up all Timely Determinations and Timely Redeterminations the Contractor completed within the Reporting Period and divide that by the total number of Determinations and Redeterminations the Contractor completed during that Reporting Period. The Department shall round these calculated percentages to two (2) decimal places.
- 4.2.1.7. If the Contractor processes a total of two-hundred and forty (240) or fewer Determinations and two-hundred and forty (240) or fewer Redeterminations per month, the Contractor shall be deemed to have met the timeliness percentage of this performance standard so long as they had eighteen (18) or fewer Untimely Determinations/Redeterminations during that Reporting Period.
- 4.2.1.8. The Department will not include any Untimely Determinations/Untimely Redeterminations and/or Backlogged Determinations/Backlogged Redeterminations in its calculation of this Performance Standard if the Department has approved those Untimely Determinations/Untimely Redeterminations and/or Backlogged Determinations/Redeterminations as being untimely and/or backlogged because of unusual circumstances as specified in Section 4, Exemptions.
- 4.2.1.8.1. The Contractor shall submit documentation with the semi-annual report to request the Department's approval of that Determination or Redetermination as being untimely and/or backlogged because of unusual circumstances. The Contractor shall use the exemption request form in the County Incentives Program Guide for documentation.
- 4.2.1.8.2. The Department may approve or reject any request for exemption due to unusual circumstances and may limit the total number of exemption requests.
- 4.2.1.9. The Department will determine the Contractor's compliance with the Eligibility Timeliness and Backlog Performance Incentive Standard during each Reporting Period as specified in Section 3, Determining Compliance with Performance Incentive Standards.

- 4.2.1.9.1. Timeliness data and reports for the Eligibility Timeliness and Backlog Performance Incentive will be pulled the first working day after the end of each Reporting Period.
- 4.2.1.9.2. Backlog data and reports for the Eligibility Timeliness and Backlog Performance Incentive will be pulled the first working Monday of each month over the entire Reporting Period.
- 4.2.1.10. A Determination or Redetermination will be considered backlogged for the First Reporting Period if the due date for the Determination or Redetermination is on or before December 31 and the Determination or Redetermination was not completed on or before the due date.
- 4.2.1.11. A Determination or Redetermination will be considered backlogged for the Second Reporting Period if the due date for the Determination or Redetermination is on or before June 30 and the Determination or Redetermination was not completed on or before the due date.
- 4.3. Collaboration Performance Incentive Standard
 - 4.3.1. The Contractor may earn a Collaboration Performance Incentive Payment for each Reporting Period in which it hosted or attended at least one of the types of Collaboration meetings listed below:
 - 4.3.1.1. Collaborative Case Conferences - The Contractor will invite the below partner, at minimum, to participate in at least seventy five percent (75%) of foster care youth Collaborative Case Conferences and following the below requirements:
 - 4.3.1.1.1. A representative from the county's Regional Care Collaborative Organization (RCCO).
 - 4.3.1.1.2. Foster care youth are mandatory populations. The Contractor may include additional child welfare cases, but additional cases will not be included in the seventy five percent (75%) performance benchmark as specified in Section 4.3.1.1.
 - 4.3.1.1.2.1. The county will provide a template by the semi-annual report due date for each Reporting Period, found in the County Incentives Program Guide, attesting to compliance with the seventy five percent (75%) performance benchmark listed in Section 4.3.1.1.2.
 - 4.3.1.1.2.1.1. The template is subject to audit and any findings that indicate performance was below the seventy five percent (75%) performance benchmark will make the Contractor ineligible for a Collaboration Performance Incentive Payment for the Reporting Period.
 - 4.3.1.1.3. The county and the RCCO must meet at least once per Reporting Period to establish and evaluate RCCO Collaborative Case Conference participation.
 - 4.3.1.1.3.1. Documentation of the Contractor and RCCO evaluation of Collaborative Case Conference participation shall be through meeting minutes, agendas, and sign in sheets attached to the Collaboration Template submitted by the semi-annual report due date for each Reporting Period.
 - 4.3.1.1.4. If the Contractor has no foster care youth cases to meet the requirements in 4.3.1.1, the Contractor will be deemed to have met the requirements of 4.3.1.1

if the Contractor and Partners meet the requirements of the Alternative Collaboration listed in 4.3.1.4 and the General Requirements for the Collaboration Performance Incentive Standard listed in 4.3.1.5.

- 4.3.1.2. LTSS Collaboration – the Contractor will convene with the below partners at least once per calendar quarter to resolve Long Term Care, Home and Community Based Services (HCBS) and other cases that require additional action beyond a financial eligibility determination:
 - 4.3.1.2.1. At least one Long Term Care Facility that serves Members from the Contractor’s county.
 - 4.3.1.2.2. Single Entry Point (SEP) Agency that serves Members in the Contractor’s county.
 - 4.3.1.2.3. Community Centered Board (CCB) Agency that serves Members in the Contractor’s county.
 - 4.3.1.2.4. The Contractor may include additional partners beyond the mandatory three (3) partners from those listed in Sections 4.3.1.2.1 through 4.3.1.2.3.
 - 4.3.1.2.5. Documentation of the LTSS Collaboration shall be through meeting minutes, agendas, and sign in sheets attached to the Collaboration Template submitted by the semi-annual report due dates for each Reporting Period.
 - 4.3.1.2.6. In the event the Contractor selects the LTSS Collaboration option but has no complex cases to resolve with the partners mentioned in 4.3.1.2.1 through 4.3.1.2.4, the Contractor will be deemed to have met the requirements of the LTSS Collaboration so long as the Contractor and Partners meet the requirements of the Alternative Collaboration listed in 4.3.1.4 and the General Requirements for the Collaboration Performance Incentive Standard listed in 4.3.1.5.
- 4.3.1.3. RCCO/BHO Collaboration – the county will convene with the below partners at least once per calendar quarter to better understand the roles and functions of each partner and improve the relationship between partners to advance two (2) to three (3) mutually agreed upon goals:
 - 4.3.1.3.1. The RCCO that serves Members in the Contractor’s county.
 - 4.3.1.3.2. The BHO that serves Members in the Contractor’s county.
 - 4.3.1.3.3. The Contractor may include additional partners beyond the mandatory two (2) listed in Sections 4.3.1.3.1 through 4.3.1.3.2.
 - 4.3.1.3.4. Documentation of the RCCO/BHO Collaboration shall be through meeting minutes, agendas, and sign in sheets attached to the Collaboration Template submitted by the semi-annual report due dates of each Reporting Period.
- 4.3.1.4. Alternative Collaboration – the county has the option to convene at least once per calendar quarter, with at least three (3) of the below partners, while advancing two (2) to three (3) mutually agreed upon goals:
 - 4.3.1.4.1. BHO that serves Members in the Contractor’s County.
 - 4.3.1.4.2. Local Public Health Agency (LPHA) that serves Members in the Contractor’s County.

- 4.3.1.4.3. Medical Assistance Site (MA Site) that serves Members in the Contractor's County.
- 4.3.1.4.4. RCCO that serves Members in the Contractor's County.
- 4.3.1.4.5. Regional Connect for Health Colorado Partners.
- 4.3.1.4.6. Hospitals and Clinics that serve Members in the Contractor's County.
- 4.3.1.4.7. Federally Qualified Health Clinic (FQHC) that serves Members in the Contractor's County.
- 4.3.1.4.8. Private Practice Providers such as Medical, Dental or Behavioral Health that serve Members in the Contractor's County.
- 4.3.1.4.9. Community Mental Health Centers (CMHC) that serve Members in the Contractor's County.
- 4.3.1.4.10. Long-term Care Facilities that serve Members in the Contractor's County.
- 4.3.1.4.11. Single Entry Point (SEP) Agencies that serve Members in the Contractor's County.
- 4.3.1.4.12. Community Centered Boards (CCB) that serve Members in the Contractor's County.
- 4.3.1.4.13. County Sheriff/Local Law Enforcement that serves Members in the Contractor's County.
- 4.3.1.4.14. Ute Mountain Ute Tribe.
- 4.3.1.4.15. Southern Ute Indian Tribe.
- 4.3.1.4.16. If the Contractor chooses the Alternative Collaboration option, the Contractor must request pre-approval from the Department and provide supporting documentation prior to the Alternative Collaboration being eligible for a Collaboration Performance Incentive Payment.
 - 4.3.1.4.16.1. The Department reserves the right to deny any request for pre-approval of an Alternative Collaboration.
- 4.3.1.4.17. Documentation of the Alternative Collaboration shall be through meeting minutes, agendas, and sign in sheets attached to the Collaboration Template submitted by the semi-annual report due dates of each Reporting Period.
- 4.3.1.5. General Requirements for the Collaboration Performance Incentive Standard
 - 4.3.1.5.1. The Contractor may host any or all of the meetings in Sections 4.3.1.2, 4.3.1.3 or 4.3.1.4 in collaboration with other counties, but in the event that it does combine any meeting with another county or other counties, the Contractor shall provide at least one (1) representative to attend that meeting.
 - 4.3.1.5.2. The Contractor shall develop the meeting agenda for each meeting it hosts, based on the meeting and collaboration type.
 - 4.3.1.5.2.1. If the Contractor is convening either the RCCO/BHO Collaboration or the Alternative Collaboration, the agenda shall include the following topics:
 - 4.3.1.5.2.1.1. Recognition of the roles and responsibilities for each of the partners.

- 4.3.1.5.2.1.2. Cultivating collaboration and the coordination of services among all of the partner agencies.
- 4.3.1.5.2.1.3. Establishing two (2) to three (3) goals that the partners would like to accomplish over the next year to improve clients' access to care.
- 4.3.1.5.3. In the event that the Contractor hosts a meeting in collaboration with another county or other counties, then the Contractor may develop the agenda in collaboration with those other counties.
- 4.3.1.5.4. The Contractor shall take meeting minutes and compile a list of attendees for each meeting it hosts. In the event that the Contractor hosts a meeting in collaboration with another county or other counties, then the Contractor may create the meeting minutes and list of attendees in collaboration with those other counties.
- 4.4. Training Performance Incentive Standard
 - 4.4.1. The Contractor may earn the Training Performance Incentive Payment for each Reporting Period if at least seventy five percent (75%) of its eligibility technicians and/or supervisors complete the designated number of hours based on the number of programs the eligibility technician and/or supervisor works with. This will be based on the eligibility technician and/or supervisor having the adequate security profile in CBMS as described in Section 4.4.1.3.
 - 4.4.1.1. The medical assistance eligibility technician and/or supervisor will be responsible for twelve (12) hours of training in the contractual period if the eligibility technician and/or supervisor has the security profile to only authorize Medical Assistance.
 - 4.4.1.1.1. Eight (8) hours of training must be completed from the Mandatory Courses listed in Exhibit C as trained by an SDC-certified trainer using SDC-approved materials.
 - 4.4.1.1.2. An additional four (4) hours of training can be completed through other courses offered by the Health Care and Economic Security Staff Development Center (SDC), SDC-certified county trainers or the Department. Other trainings must be pre-approved, per the process and timelines stated in the County Incentives Program Guide.
 - 4.4.1.1.3. National, statewide, regional or local training may qualify to meet the Training Performance Incentive Standard. The Contractor shall seek approval for training developed by sources other than the SDC, Department or SDC certified county trainers in advance of submitting the documentation for the Training Performance Incentive Standard.
 - 4.4.1.1.4. The Contractor shall provide agendas and training content when requesting pre-approval for trainings not offered by the SDC, the Department, or an SDC-certified trainer.
 - 4.4.1.2. The eligibility technician and/or supervisor will be responsible for eight (8) hours of training in the contractual period if the eligibility technician and/or supervisor has the security profile to authorize Medical Assistance plus one (1) or more programs from Exhibit D.

- 4.4.1.2.1. The eight (8) hours of training can be completed from the Mandatory Courses listed in Exhibit C as trained by an SDC-certified trainer using SDC-approved materials.
- 4.4.1.3. Management and Eligibility Enrollment Specialist (EES) CBMS access users are subject to the Training Performance Incentive Standard.
- 4.4.2. The required amount of training can be completed during the First and Second Reporting Periods, if the required amount is met by the conclusion of the Second Reporting Period.
- 4.4.3. The Contractor shall log all eligible training hours in the Department's Learning Management System (LMS). Only training hours logged in the LMS system will count towards the Training Performance Incentive Standard.
- 4.5. Child Welfare Performance Incentive Standard
 - 4.5.1. The Contractor may earn a Child Welfare Performance Incentive Payment in each Reporting Period in which the Contractor:
 - 4.5.1.1. Maintains enrollment, for each Reporting Period, in the Accountable Care Collaborative (ACC) for foster care youth at or above the level specified for the Contractor in the County Incentives Program Guide.
 - 4.5.1.1.1. Enrollment levels in the ACC for foster care youth will be measured on the first working day after the end of each Reporting Period.
 - 4.5.1.1.2. The Contractor shall not actively disenroll foster care youth from the ACC.
 - 4.5.1.1.3. The Contractor is encouraged to enroll foster care youth into the ACC. to
 - 4.5.1.2. Ensures an application for Medicaid State Plan benefits is entered in CBMS within ten (10) business days of closure of TRAILS Medicaid benefits for a certain percentage of all foster care youth TRAILS Medicaid closures. The Contractor's percentage benchmark is in the County Incentives Program Guide.
 - 4.5.1.2.1. If a new application for Medicaid State Plan benefits is unnecessary because the foster care youth's guardian is currently receiving Medical Assistance, the Contractor shall ensure that the request for Medical Assistance is entered in CBMS within ten (10) business days of the foster care youth's TRAILS Medicaid closure.
 - 4.5.1.2.2. The Contractor will provide the Department, no later than the Second Reporting Period due date, a written process and/or procedure that details the Contractor's internal workflow to ensure an application and/or request for Medicaid State Plan benefits is entered in CBMS within ten (10) business days of closure of TRAILS Medicaid for foster care youth.
 - 4.5.1.3. The Contractor must meet the requirements in both Sections 4.5.1.1 and 4.5.1.2 to earn a Child Welfare Performance Incentive Payment for the Reporting Period.
 - 4.5.1.4. The Contractor shall ensure foster care youth have only have one Medicaid case, either State Plan Medicaid through CBMS or TRAILS Medicaid, open at one time.
 - 4.5.1.5. The Contractor shall be exempt for cases where the foster care youth and/or guardian opts-out of Medical Assistance, enrollment in the ACC, or otherwise elects to not participate in any of the performance measures listed in Section 4.5.

Foster care youth and/or guardians who opt-out will be removed from the Department's calculation used to determine if the Contractor meets the requirements in Section 4.5.

4.5.1.6. If further clarity and/or guidance is needed to implement the Child Welfare Performance Incentive but is not found in this Amendment or in the County Incentives Program Guide, the Department will work with the Contractor to provide additional direction. The Department's decision in these cases is final and not subject to appeal.

4.6. LTSS Performance Incentive

4.6.1. The Contractor may earn a LTSS Performance Incentive Payment for the Second Reporting Period if the Contractor:

4.6.1.1. Completes at least eighty-five percent (85%) of all Long Term Care Determinations and Redeterminations as Timely Determinations and Timely Redeterminations.

4.6.1.1.1. The LTSS Performance Incentive shall follow the same requirements as the Eligibility Timeliness and Backlog Performance Incentive as found only in Sections 4.2.1.4, 4.2.1.5, 4.2.1.6, 4.2.1.6.1, 4.2.1.6.2, 4.2.1.7 and 4.2.1.7.1.

4.6.1.2. Utilizes the Department approved DSS1 form to communicate with Single Entry Points and/or Community Centered Boards for at least ninety-five percent (95%) of functional determinations.

4.6.1.2.1. Compliance with the DSS1 requirement shall be determined by a random sample of functional determination cases for the Second Reporting Period..

4.6.1.2.2. If the Contractor utilizes electronic communications and/or workflows and not the paper DSS1 form, the Contractor may continue its current process if the data fields found on the DSS1 are added to the Contractor's electronic communications and/or workflows.

4.6.1.3. The Contractor must meet the requirements in both Section 4.6.1.1 and 4.6.1.2 to earn a LTSS Performance Incentive Payment.

4.6.1.4. If further clarity and/or guidance is needed to implement the LTSS Performance Incentive but is not found in this Amendment or in the County Incentives Program Guide, the Department will work with the Contractor to provide additional direction. The Department's decision in these cases is final and not subject to appeal.

4.7. Semi-Annual Reporting

4.7.1. The Contractor shall create a Semi-Annual Incentive Report for each Reporting Period that includes all of the following for the Reporting Period:

4.7.1.1. The meeting agendas, meeting minutes, lists of attendees and goals including the Collaboration Template to document its compliance with the Collaboration Incentive Standard.

4.7.1.2. Any Eligibility Timeliness and Backlog Incentive Standard exemption forms for the Reporting Period.

4.7.1.3. The Training Performance Incentive Standard Template for both Reporting Periods. The Template is due on the Second Reporting Period due date.

4.7.2. The Contractor shall submit the Semi-Annual Incentive Report to the Department.

4.7.2.1. DELIVERABLE: Semi-Annual Incentive Report

4.7.2.2. DUE: January 5th for the First Reporting Period ending December 31st and July 5th for the Second Reporting Period ending June 30th

5. EXEMPTIONS

5.1. If a Determination or Redetermination is delayed for unusual circumstances as defined under 10 C.C.R. 2505-8.100.3.D (d), the Contractor is eligible to submit an exemption form.

5.1.1. The Department will not include any Untimely Determinations/Redeterminations in its calculation of the Eligibility Timeliness and Backlog Performance Incentive Standard if the Department has approved that Untimely Determination/Redetermination as being untimely because of unusual circumstances as specified in 4.1.

5.1.2. The Contractor shall be responsible for submitting one (1) exemption form that details each of the cases for which the Contractor is requesting an exemption.

5.1.3. The Contractor shall provide adequate information on the exemption form for the Department to quantify personnel issues if the Contractor requests an exemption due to staff vacancies, staff training, or other personnel issues.

5.2. The Department may approve or reject any request for Untimely Determination/Redetermination exemptions and may limit the total number of exempted Untimely Determinations/Redeterminations for the Eligibility Timeliness and Backlog Performance Incentive Standard.

5.2.1. The Department will deny exemption requests that do not meet timeliness definition set forth in 10 C.C.R. 2505-8.100.3.D (d) and Section 1.1.12 due to the fault of the Contractor and/or any exemption requests based on the following:

5.2.1.1. Failure of the Contractor to timely act on a Determination or Redetermination which resulted in a failure to meet the timeliness requirements in Sections 1.1.11 and 1.1.12.

5.2.1.2. Failure of the Contractor to act on client verification that was submitted timely which was requested for a Determination or Redetermination.

5.2.1.3. Failure of the Contractor to manually authorize a Determination or Redetermination with a mass update exception.

5.2.1.4. Failure of the Contractor to manually authorize a Redetermination when the auto re-enrollment or Ex Parte processes were not successful.

5.2.1.5. Failure of the Contractor to pull any and all applicable COGNOS reports for the purposes of fulfilling Exhibit A-3, Statement of Work.

5.2.2. The reasons for denial of an exemption as stated in Section 5.2.1 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in Section 4.

5.2.2.1. Prior to denying an exemption for reasons beyond those stated in Section 5.2.1, the Department may, at its discretion, request further information from the Contractor to determine whether the request for exemption meets the exemption standards as stated in Section 5, Exemptions.

6. COMPENSATION

6.1. Compensation

6.1.1. Incentive Payment

6.1.1.1. The Department shall pay the Contractor, after the end of the fiscal year in which the work was performed, an Performance Incentive Payment for each Performance Incentive Standard it meets during the applicable Reporting Period as follows:

6.1.1.1.1. The Department shall pay the Contractor an Eligibility Timeliness and Backlog Performance Standard Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

6.1.1.1.2. The Department shall pay the Contractor a Collaboration Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

6.1.1.1.3. The Department shall pay the Contractor a LTSS Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

6.1.1.1.4. The Department shall pay the Contractor a Child Welfare Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

6.1.1.1.5. The Department shall pay the Contractor a Training Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

6.1.2. Remaining Funds Incentive Pool Payment

6.1.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.

6.1.2.1.1. The Remaining Funds Incentive Pool shall include the following:

6.1.2.1.1.1. The total amount of all base incentive payments allocated to any Contractor that selected to not participate in the Incentives Performance Standard Program for that SFY.

6.1.2.1.1.2. Each of the base incentive payments that were not earned by the Contractor during a Reporting Period in that SFY.

6.1.2.1.2. In the event that the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.

6.1.2.2. The Remaining Funds Incentive Pool will be paid as follows:

6.1.2.2.1. The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of incentives met during that SFY.

6.1.2.2.2. Based on the proportion of total incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.

6.1.2.2.3. The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.

6.2. Payment Procedures

6.2.1. The Contractor shall receive an incentive allocation for each of the Reporting Periods within ninety days (90) days following the end of the fiscal year in which the work was performed. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.

6.2.2. Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid county administration expenditure. In no event shall the Contractor be paid more than the Contractor's county share of Medicaid county administration expenditure in any Reporting Period.

6.2.3. The Department may add any unearned funds from the First Reporting Period into to the Second Reporting Period allocation for any SFY.

6.2.3.1. The Contractor shall receive the Incentive Performance Payments through the County Financial Management System (CFMS).

6.2.4. The Department may use any unearned Second Reporting Period Incentive Performance Payments during the county administration close out process.

6.2.4.1. In the event that the Contractor believes that the calculation or determination of any payment is incorrect, the Contractor shall notify the Department of the error within thirty (30) days of receipt of the payment or notification of the determination of the payment, as appropriate. The Department will review the information presented by the Contractor and may make changes based on this review. The determination or calculation that results from the Department's review shall be final. No disputed payment shall be due until after the Department has concluded its review.

**EXHIBIT D, LIST OF COLORADO DEPARTMENT OF HUMAN SERVICES (CDHS)
PROGRAMS FOR TRAINING INCENTIVE**

The below list provides a list of eligible CDHS programs that will assist the Contractor in determining how many training hours are required based on the number of programs each eligibility technician and/or supervisor works.

1. Supplemental Nutrition Assistance Program (SNAP)
1. Temporary Assistance to Needy Families (TANF)
2. Adult Financial
3. Child Welfare
4. Child Support Services
5. Adult Protective Services
6. Low Income Energy Assistance Program (LEAP)
7. Colorado Child Care Assistance Program (CCAP)
8. Employment First

EXHIBIT E, SMALL, MEDIUM AND LARGE COUNTY LIST

The below categorizes counties as small, medium and large for purposes of qualification of exemptions for timeliness and/or backlog incentives.

Small

Archuleta	Grand	Phillips
Baca	Gunnison	Pitkin
Bent	Hinsdale	Rio Blanco
Cheyenne	Jackson	Routt
Clear Creek	Kiowa	San Juan
Costilla	Kit Carson	San Miguel
Crowley	Lake	Sedgwick
Custer	Lincoln	Summit
Dolores	Mineral	Washington
Elbert	Ouray	Yuma
Gilpin	Park	

Medium

Alamosa	Garfield	Morgan
Broomfield	Huerfano	Otero
Chaffee	La Plata	Prowers
Conejos	Las Animas	Rio Grande
Delta	Logan	Saguache
Douglas	Moffat	Teller
Eagle	Montezuma	
Fremont	Montrose	

Large

Adams
Arapahoe
Boulder
Denver
El Paso
Jefferson
Larimer
Mesa
Pueblo
Weld

EXHIBIT F, LIST OF MANDATORY TRAININGS FOR TRAINING PERFORMANCE INCENTIVE

For the Training Performance Incentive Standard, the Contractor shall select from the list below of Mandatory Trainings in order to meet the required number of training hours and qualify for a Training Performance Incentive Payment:

1. Redetermination, Recertification and Reassessment (RRR) Web-based Training
2. Income Training
3. Reasonable Compatibility
4. Buy-In Training
5. Building Foundations for Medical Assistance Programs for eligibility technicians and/or supervisors gaining CBMS access.
6. Any additional trainings the Department may add. The Department shall communicate to the Contractor if additional trainings are added that qualify for the Training Performance Incentive



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 15, 2017
SUBJECT: IGA with Urban Drainage and Flood Control District for the Willow Bay Open Space Acquisition
FROM: Nathan Mosley and Marc Pedrucci
AGENCY/DEPARTMENT: Parks & Open Space
HEARD AT STUDY SESSION ON: 5/2/17; 10/18/16
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the IGA with Urban Drainage and Flood Control District.

BACKGROUND:

Adams County is prepared to execute an Intergovernmental Agreement (IGA) with Urban Drainage and Flood Control District (UDFCD) for \$100,000 of floodplain preservation funds that will be used to reimburse the acquisition of the 174-acre Willow Bay property. The Willow Bay property was acquired for \$9.1 million on July 14, 2017.

In addition to the \$100,000 contribution from UDFCD, the Parks and Open Space Department also secured an ADCO Open Space Grant for \$3,000,000, a GOCO Protect Initiative Grant for \$3,000,000, and State of Colorado Natural Resource Damage Funds totaling \$3,685,000 that will be applied to the Willow Bay acquisition.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Urban Drainage and Flood Control District, ADCO Parks & Open Space, County Attorney's Office

ATTACHED DOCUMENTS:

Resolution
UDFCD IGA No. 17-05.1

FISCAL IMPACT:

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

Fund: 27
Cost Center: 27

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5660	61071701	\$100,000.00
Total Revenues:			\$100,000.00

	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

Source of Funds	Grant Request	Cash Contribution	Total Funding	Brief Description
State of CO/NRD Funds	\$3,685,900		\$3,658,900	NRD Recovery Fund award
GOCO Protect Initiative	\$3,000,000		\$3,000,000	Agreement executed
ADCO Open Space Grant	\$3,000,000		\$2,341,000	Agreement executed; POSD anticipates a cost savings due to a lower appraised value than expected.
UDFCD		\$100,000	\$100,000	Floodplain Preservation \$; IGA to be signed soon
			\$9,100,000	

**RESOLUTION APPROVING AGREEMENT NUMBER 17-05.15
BETWEEN ADAMS COUNTY AND THE URBAN DRAINAGE &
FLOOD CONTROL DISTRICT REGARDING ACQUISITION OF
THE WILLOW BAY PROPERTY ALONG THE SOUTH PLATTE
RIVER IN ADAMS COUNTY**

WHEREAS, on the 14th day of July, 2017, Adams County (“County”) purchased the 174-acre Willow Bay property (“Property”) for open space; and,

WHEREAS, the Property contains a regional detention site identified in the drainage master plan entitled “Major Drainageway Planning South Platte River in Adams County, Colorado Phase B Report” by Camp, Dresser, & McKee dated April 2002; and,

WHEREAS, the Urban Drainage & Flood Control District (“UDFCD”) wishes to participate in the purchase of the Property along South Platte River; and,

WHEREAS, UDFCD has adopted a Preservation Fund Budget for floodplain preservation for calendar year 2017 from which \$100,000 has been allocated for the acquisition of the Property; and,

WHEREAS, the County wishes to enter into UDFCD agreement number 17-05.15.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Agreement Number 17-05.15 between Adams County and the Urban Drainage & Flood Control District Regarding Acquisition of the Willow Bay Property along the South Platte River in Adams County, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is authorized to sign the aforementioned Agreement on behalf of Adams County.

AGREEMENT REGARDING
ACQUISITION OF THE WILLOW BAY PROPERTY ALONG THE SOUTH PLATTE RIVER
IN ADAMS COUNTY

Agreement No. 17-05.15
Project No. 106635

THIS AGREEMENT, dated _____, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and ADAMS COUNTY (hereinafter called "COUNTY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, COUNTY has enacted floodplain regulations; and

WHEREAS, PARTIES have cooperated in the preparation of a drainage master plan entitled "Major Drainageway Planning South Platte River in Adams County, Colorado Phase B Report" by Camp, Dresser, & McKee dated April 2002 (hereinafter called "PLAN"), which identified a regional detention site called Willow Bay Property (Exhibit A); and

WHEREAS, PARTIES desire to purchase the Willow Bay Property along the South Platte River (hereinafter called "PROJECT"); and

WHEREAS, the estimated total cost for acquisition of PROJECT is \$9,100,000; and

WHEREAS, COUNTY has requested DISTRICT funding assistance for PROJECT; and

WHEREAS, DISTRICT has adopted a Preservation Fund Budget for floodplain preservation for calendar year 2017 subsequent to public hearing (Resolution No. 49, Series of 2016) from which \$100,000 has been allocated for the acquisition of PROJECT; and)

WHEREAS, DISTRICT Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 23, Series of 2017); and

WHEREAS, the County Commissioners of COUNTY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF THIS AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of DISTRICT and the property therein.

3. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Acquisition costs;
2. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are estimated not to exceed \$9,100,000.

C. DISTRICT shall contribute \$100,000 toward PROJECT costs and COUNTY shall contribute the remainder of PROJECT costs. Based on total PROJECT costs, the maximum cost to each party shall be:

	<u>Participation</u>
DISTRICT share	\$ 100,000
COUNTY share	\$9,000,000
TOTAL	\$9,100,000

4. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Within 30 days of request for payment by COUNTY, DISTRICT shall remit to COUNTY 50% of these costs attributed to PROJECT, up to DISTRICT's full share of \$100,000. COUNTY shall provide a periodic accounting of PROJECT funds as well as a periodic notification to DISTRICT of any unpaid obligations.

5. RIGHT-OF-WAY

COUNTY, with DISTRICT assistance, shall be responsible for acquiring, subject to approval of DISTRICT, such land or interests in land needed to implement PROJECT as defined herein. The cost to be shared by PARTIES for right-of-way acquisition may include relocation costs of existing occupants. Appraisal costs will also be considered a PROJECT cost. Right-of-way acquisition by negotiation and / or the exercise of eminent domain shall be in full compliance with the laws of the State of Colorado. In addition, the right-of-way acquired shall be in the name of the COUNTY and the conveyancing document shall be promptly recorded in the records of the Clerk and Recorder of the COUNTY. DISTRICT shall serve as the paying agency.

A. Coordination of Right-of-Way Acquisition. Cost sharing by PARTIES will be based on supporting documentation such as formal appraisals, reasonable relocation cost settlements,

legal description of the property, and other information deemed appropriate to the acquisition. Furthermore, cost sharing by DISTRICT will be only for the property or portions thereof, approved by PARTIES to be needed for drainage and flood control improvements. COUNTY shall purchase the right-of-way only after receiving prior approval of DISTRICT and such purchases shall be made with PROJECT funds.

- B. Payment for Right-of-Way Acquisition. Following purchase or receipt of executed memorandum of agreement between COUNTY and property owner for the needed right-of-way that commits the property owner to sell property to COUNTY at a price certain and on a date certain, COUNTY shall so advise DISTRICT and request payment as provided above. DISTRICT will make payment within 30 days of receipt of request accompanied by the information set forth above.
- C. Ownership of Property and Limitation of Use. COUNTY shall own the property either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the floodplain right-of-way is being used for drainage and flood control purposes. The property shall not be used for any purpose that will diminish or preclude its use for drainage and flood control purposes. COUNTY may not dispose of or change the use of the floodplain property without approval of DISTRICT. If, in the future, COUNTY disposes of any portion of or all of the floodplain property acquired pursuant to this Agreement or changes the use of any portion or all of the floodplain property acquired pursuant to this Agreement, and COUNTY has not obtained the written approval of DISTRICT prior to such action, COUNTY shall take any and all action necessary to reverse said unauthorized activity and return the floodplain property acquired pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at COUNTY's sole expense. In the event COUNTY breaches the terms and provisions of this Paragraph 5.C and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against COUNTY for specific performance of this portion of the Agreement.

6. FLOODPLAIN REGULATION

COUNTY agrees to regulate and control the floodplain of the South Platte River within COUNTY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that COUNTY cannot obligate itself by contract to exercise its police powers. If COUNTY fails to regulate the floodplain of the South Platte River within COUNTY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and COUNTY shall cooperate fully.

7. TERM OF AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate two years after the final payment is made to the property owner pursuant to Paragraph 4 herein, except for Paragraph 6. FLOODPLAIN REGULATION and Paragraph 5.C. Ownership of Property and Limitation of Use.

8. LIABILITY

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

9. CONTRACTING OFFICERS

- A. The contracting officer for COUNTY shall be the Natural Resource Manager, Parks and Open Space Department, 9755 Henderson Road, 4430 S. Adams Parkway, Suite 2000B, Brighton, Colorado 80601.
- B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or COUNTY. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

10. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with COUNTY the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from COUNTY needed to complete PROJECT in a timely manner. COUNTY agree to review all concept plans, preliminary design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to COUNTY.

11. AMENDMENTS

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

11. SEVERABILITY

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

12. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the county where PROJECT is located.

13. ASSIGNABILITY

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

14. BINDING EFFECT

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

15. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

16. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

18. PUBLIC RELATIONS

It shall be at COUNTY's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of the proposed facilities and what impact it may have on them. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist COUNTY as needed and appropriate.

19. NO DISCRIMINATION IN EMPLOYMENT

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

20. APPROPRIATIONS

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

21. NO THIRD PARTY BENEFICIARIES

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

22. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. *et seq.* The following language shall be included in any contract for public services: "The contractor certifies, warrants, and agrees that the contractor does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the United States Department of Homeland Security and the Social Security Administration E-Verify Program or the Colorado Department of Labor and Employment (CDLE) program established pursuant to 8-17.5-102 (5)(c) C.R.S. The contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a subcontract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under Agreement. The contractor shall (a) not use the E-Verify Program or the CDLE program established pursuant to 8-17.5-102 (5)(c) C.R.S., to undertake pre-employment screening of job applicants while this Agreement is being performed, (b) notify the subcontractor and DISTRICT within three days if the contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) 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) comply with the reasonable request made in the course of an investigation, undertake pursuant to 8-17.5-102 (5)(c) C.R.S, by the CDLE. If the contractor participates in the CDLE program, the contractor shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, deliver to DISTRICT a written, notarized affirmation, affirming that the contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Section 1324a, and not altered or falsified the identification documents for such employees. If the contractor fails to comply with any requirement of this Section or 8-17.5-101 *et seq.* C.R.S, DISTRICT may terminate this Agreement for breach and, if so terminated, the contractor shall be liable for actual and consequential damages.

DISTRICT shall notify the Colorado Office of the Secretary of State if the contractor violates this Section and DISTRICT terminates this Agreement for such a breach.

The contractor acknowledges that the CDLE may investigate whether the contractor is complying with this Section of the Agreement. This may include on-site inspections and the review of documentation that proves the citizenship of any person performing work under this Agreement and any other reasonable steps necessary to determine compliance with the provisions of this Section."

23. GOVERNMENTAL IMMUNITIES

PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

24. INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of the COUNTY, the DISTRICT or any other entity not a party hereto.

25. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
- B. The image of the signature of an authorized signer inserted onto PDF format documents.

Documents requiring notarization may also be notarized by electronic signature, as provided above.

All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By _____

Name Ken A. MacKenzie

Title Executive Director

Checked By

ADAMS COUNTY

By _____

Name _____

Title _____

AGREEMENT REGARDING
ACQUISITION OF THE WILLOW BAY PROPERTY ALONG THE SOUTH PLATTE RIVER
IN ADAMS COUNTY

Agreement No. 17-05.15
Project No. 106635

Exhibit A





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 15, 2017
SUBJECT: MOU for the Distribution of Correctional Treatment Funds to TTC for FY1718
FROM: Linda Angell, Community Corrections Administrator
AGENCY/DEPARTMENT: Human Services, Community Corrections Administration
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 Memorandum of Understanding between Adams County and Time to Change, Inc., for the distribution of Correctional Treatment Funds to Time to Change for state fiscal year 2017-2018.

BACKGROUND:

The State allocates funds (allocation letter attached) to pay for specific outpatient treatment services to qualified community corrections clients as described in the DCJ Correctional Treatment Fund, Outpatient Treatment Program Policy (attached).

Treatment services under this policy cover outpatient substance abuse therapy, mental health evaluations, psychiatric care appointments, psychotropic medications, individual psychotherapy and group dual diagnosis therapy as well as some recovery support services.

The MOU authorizes the upfront disbursement of these funds to Time to Change, Inc. (TTC). The upfront disbursement enables 1) timely access to treatment services for community corrections clients, 2) direct payment to licensed treatment providers by TTC and 3) significantly streamlines the payment process as opposed to a reimbursement process. The Community Corrections Administration Department reviews and approves all treatment expenditures.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Division of Criminal Justice
Department of Corrections
17th Judicial Probation Department
17th Judicial Courts
Adams County Community Corrections Board
Revised 06/2016

ATTACHED DOCUMENTS:

Resolution

Allocation Letter FY1718

DCJ Correctional Treatment Fund (CTF) Outpatient Treatment Program Policy (OTP)

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 APPROVING MEMORANDUM OF UNDERSTANDING
BETWEEN ADAMS COUNTY AND TIME TO CHANGE, INC. FOR
CORRECTIONAL TREATMENT FUNDS (CTF) FOR THE 2017-2018 STATE
FISCAL YEAR**

WHEREAS, pursuant to C.R.S. § 17-27-101, *et seq.*, the Adams County Board of County Commissioners has contracted with the Colorado Department of Public Safety, Division of Criminal Justice (“DCJ”) to provide community corrections program services to the state of Colorado’s 17th Judicial District; and,

WHEREAS, Adams County has subcontracted with Time to Change, Inc. for state fiscal year 2017-2018 to provide community corrections services for the 17th Judicial District; and,

WHEREAS, the DCJ has provided funding for correctional treatment services that may be paid to community corrections service providers who pay approved treatment providers for specified clinical treatment services and who provide approved non-clinical recovery support services to eligible clients during the 2017-2018 state fiscal year; and,

WHEREAS, Time To Change, Inc. pays licensed treatment providers for approved clinical treatment services which makes them eligible for the receipt of correctional treatment funds.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Memorandum of Understanding between the Board of County Commissioners and Time to Change, Inc. for the provision of correctional treatment services which is attached hereto and incorporated herein by reference, is hereby approved and the Chairman is hereby authorized to execute same.

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
ADAMS COUNTY, COLORADO AND TIME TO CHANGE, INC.
CONCERNING THE PAYMENT OF COMMUNITY CORRECTIONS CORRECTIONAL
TREATMENT FUNDS (CTF)**

This agreement is entered into by and between the Board of Adams County Commissioners and Time to Change, Inc. (TTC). The following agreement is to allow the disbursement of Correctional Treatment Funds (CTF) in advance of the provision of services. The advance payment is secured by the Allocation Letter from the State (attached as Exhibit A). The funds are to be used by the program to pay for treatment services for those clients who meet the Division of Criminal Justice's (DCJ) CTF Policy (attached as Exhibit B) to licensed providers during the 2017-2018 state fiscal year.

The term of this Memorandum is July 1, 2017 to June 30, 2018. The amount allocated for the 2017-2018 state fiscal year for all programs located in the 17th Judicial District is Two Hundred Ninety Thousand Dollars (\$290,000). In consideration of the payments made by TTC for approved treatment services to licensed providers for eligible clients, Adams County shall pay TTC a total of \$290,000. The disbursement process shall commence upon receipt of the fully executed Allocation Letter from the Division of Criminal Justice, as well as a fully executed subcontract for Community Corrections services between Time to Change, Inc. and the Board of Adams County Commissioners for the 2017-2018 state fiscal year.

The allocation for this Memorandum is dependent upon funding availability.

- Should funds for this program be reduced or eliminated at any time, the agreement shall be terminated and all remaining funds surrendered to the County immediately.
- Should State funding for this program be increased via a Reallocation Letter, a new allocated amount will be negotiated and funds immediately distributed to the program, however no other terms of the memorandum shall change.
- Should funding be under-utilized, the program shall be required to surrender the remaining funds to be redistributed between community corrections programs in Adams County.
- Should the program make payment to treatment providers beyond the amount received in advance by the County and the County obtains additional funding or there is approved transfer authority from other line items from the State for this purpose, the programs shall be reimbursed for those costs.
- Should any funds remain at the end of the fiscal year, such amount will be deducted from what is owed to the respective TTC programs from billing for residential or non-residential services.

The terms of use for these funds are:

- All clients must meet the eligibility requirements outlined in the CTF policy (Exhibit B).

- All treatment must meet the authorized clinical services outlined in the CTF policy; or meet the definition of Recovery Support Services (RSS) as outlined in the CTF policy; any requested treatment or service not authorized in policy must be approved by the State and the Adams County Community Corrections Board prior to payment.
- All treatment providers must be licensed and approved by the Colorado Office of Behavioral Health.

Reporting Requirements:

- Programs shall be required to submit monthly CCIB billing no later than 10 days from the end of the billing cycle supported with proof of payment to the treatment provider. Programs must report total CTF expenditures to the Community Corrections Administrator by July 5, 2017.
- The program is subject to audit by Adams County or the State at any time to verify the eligibility of clients and any treatment expenditures.

Failure to comply with the terms of this Memorandum may result in its termination. The Community Corrections Administrator will be responsible for communicating issues or concerns about the Memorandum or to facilitate consideration of changes in the Memorandum.

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

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Eva J. Henry,
Chair

Date _____

ATTEST:
STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:

Adams County Attorney's Office

Deputy Clerk

TIME TO CHANGE, INC.

Name:
Title:

Date

ALLOCATION LETTER

CT # 612

Date: 7/1/2017	Original Contract CMS #: 68074	Allocation Letter # 4	CMS Routing # 102132
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TO: Board of Adams County c/o Community Corrections Board

In accordance with Section 7.A of the Original Contract between the State of Colorado, Division of Criminal Justice, Community Corrections, and Board of Adams County c/o Community Corrections Board July 1, 2017 and ending on June 30, 2018, the undersigned commits the following funds to the Grant:

1. Payment for the period July 1, 2017 through June 30, 2018, will be made as earned, in whole or in part, from available State funds encumbered in an amount not to exceed **\$6,141,003.12** to be allocated as follows :

<u>\$2,570,403.00</u>	for Residential Diversion services for community corrections offenders, payable at a daily community rate of \$42.68 per offender; and, (165 beds)
<u>\$2,414,621.00</u>	for Residential Transition services for community corrections offenders, payable at a daily community corrections rate of \$42.68 per offender; and, (155 beds)
<u>\$ 124,625.60</u>	for Residential Parole services for community corrections offenders, payable at a daily community corrections rate of \$42.68 per offender; and, (8 beds)
<u>\$ 136,218.00</u>	for Non-Residential Diversion services for offenders not to exceed an average of \$6.22 per day per offender; and, (60 slots)
<u>\$ 290,000.00</u>	for Treatment Support and,
<u>\$ 359,561.66</u>	for Facility Payments to be disbursed as outlined in Statewide Facility Payments Policy for FY18 and,
<u>\$ 245,573.86</u>	for Community Corrections Board Administration by the Contractor.

2. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
3. Funds allocated in this Allocation Letter are for services rendered during the current contract period and cannot be used to pay for community corrections services provided in prior or future fiscal years.

4. Any unexpended funds allocated or advanced to the Contractor by the Allocation Letter shall be reverted to the State no later than August 31, 2018.

This Allocation Letter does not constitute an order for services under this Grant. The effective date of hereof is upon approval of the State Controller or July 1, 2017, whichever is later.

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Colorado Department of Public Safety
Stan Hilkey Executive Director

Joe Thome
By: Joe Thome, Director

Date: 6/7/17

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: *Dwight Barnes, Delegate*
~~Colorado Department of Public Safety~~

Date: 6/26/17

**Correctional Treatment Fund
Outpatient Treatment Program (OTP) Policy
Colorado Department of Public Safety – Division of Criminal Justice**

**Base Appropriation – FY13
\$1,510,000**

Overview/General Purpose

The funds for the Outpatient Treatment Program (OTP) for the Division of Criminal Justice are intended to be directed towards substance abuse and dual diagnosis treatment for offenders placed in community corrections. Specifically, this plan prioritizes outpatient substance abuse therapy, mental health evaluations, psychiatric care, mental health therapy, dual diagnosis therapy, psychotropic medication, and addiction medication for high-risk offenders in both residential and non-residential placement. The funds will be allocated to specific community corrections boards – specifically those in jurisdictions with residential programs. The funds will serve as treatment vouchers for qualifying treatment modalities for specific and qualifying offenders. The community corrections boards will provide quarterly reports regarding the use and accountability of these funds to the DCJ in order to track the number and types of treatment that is being funded.

Diagnostic and Therapeutic Services (Clinical Services)

The funds will be limited to specific diagnostic and therapeutic services for community corrections clients with assessed needs regarding substance abuse and mental illness. Following is a list of the specific treatments that are authorized uses of the OTP funds.

- Weekly Outpatient Substance Abuse Therapy
- Enhanced Outpatient Substance Abuse Therapy
- Intensive Outpatient Substance Abuse Therapy
- Mental Health Evaluations
- Psychiatric Care Appointments
- Psychotropic Medications
- Addictions Medications (excludes *Antabuse* or other monitoring medications)
- Individual Psychotherapy
- Group Dual Diagnosis Therapy

The dosage of treatment shall be based on what is clinically indicated through clinical assessment procedures. Unless clinically indicated otherwise, the dosage of substance abuse therapy shall be consistent with the lengths of treatment as determined by the Division of Behavioral Health and Standardized Offender Assessment requirements.

Eligibility Criteria

- The OTP funds shall be prioritized for substance abusing or dually diagnosed clients. Diversion clients, Transition clients, Condition of Parole, and Condition of Probation clients are eligible for the funds.
- Districts and programs that serve clients from outside districts shall apply the treatment voucher funds to inter-district clients as they would intra-district clients.
- Specifically, the following eligibility criteria shall be applied before awarding treatment vouchers.
 - Regular Diversion, Transition or Condition of Probation/Parole community corrections populations that have a current assessment with the LSI and SOA-R. This includes residential or non-residential clients. **PLUS**
 - Clients with a current assessed substance abuse treatment level of Weekly Outpatient (Level 3), Enhanced Outpatient (Level 4a), Intensive Outpatient (Level 4b) or Level 5 (Defer for Medical/Mental Health Evaluation). **AND**
 - Clients who have been screened by the Colorado Criminal Justice Mental Health Screen for Adults (CCJMHS-A) and who have indicated a moderate or high need for a mental health evaluation. **OR**
 - Clients with a documented and clinically assessed need for psychiatric care for evaluation or adjustment of psychotropic medications. **OR**
 - Clients with a current and valid prescription for psychotropic medication. **OR**
 - Clients with an assessed need for individual or group therapy for dual diagnosis or mental health services. **OR**
 - Clients that have substance abuse problems only with no needs for dual diagnosis treatment.

Community corrections clients in specialized treatment programs such as Intensive Residential Treatment, Residential Dual Diagnosis Treatment, or Therapeutic Communities are eligible for treatment vouchers only in cases when additional treatments are needed that are not specifically required or covered by the Scope of Work for the program.

Recovery Support Services (RSS)

The Substance Abuse Mental Health Services Administration (SAMHSA) defines Recovery Support Services (RSS) as nonclinical services that assist individuals and families to recover from alcohol or drug problems. They include social support, linkage to and coordination among allied service providers, and a range of human services that facilitate recovery and wellness contributing to an improved quality of life.

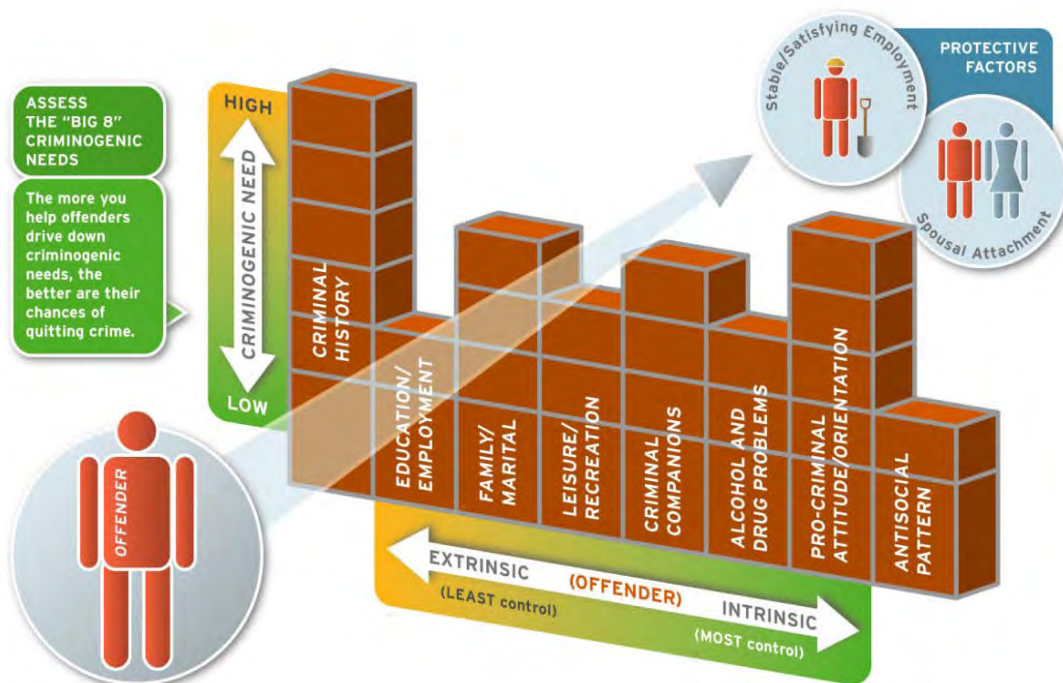
As House Bill 12-1310 authorizes limited use of the funds for Recovery Support Services, some ancillary services shall also be eligible under the spending policy. Boards shall limit the use of their funds such that no more than 10% of their allocation is used to support expenditures for Recovery Support Services. To be eligible for these services, clients must meet the criteria for the OTP funds and must be currently enrolled in outpatient (or inpatient) clinical services for dual diagnosis or for substance abuse. Clients who have successfully completed clinical services within the last 6 months are also eligible for funding for RSS services. In no case shall the OTP fund be used for these services if a client does not meet the eligibility criteria and is not currently enrolled or has successfully completed the clinical services outlined above.

The RSS authorized under the OTP fund policy are as follows:

- Public Transportation to/from Clinical Services
- Public Transportation to/from Recovery Support Services (RSS) (as defined herein) including external self help and external peer support groups
- Clinical case management and individual services coordination from a Community Mental Health Center or local mental health treatment provider
- Relapse Prevention
- Cognitive Restructuring for Criminal/Antisocial Thinking (i.e Thinking for a Change Curriculum)
- Marriage/Family Counseling (Individual/Group)
- Parent Education
- Substance Abuse Education
- Medication Management Education (or Education about Mental Health Symptoms/ Illness Management)
- Manualized materials for dual diagnosis or substance abuse therapy.

If funds are used for cognitive restructuring, criminal thinking, marriage/family counseling, or for parent education, those services must be identified as criminogenic needs in their assessments and case plan. As a point of reference, the top 8 criminogenic needs are as follows:

1. Antisocial Attitude
2. History of Anti-Social Behavior (Low Impulse Control)
3. Antisocial Peers
4. Antisocial Personality Makeup
5. Dysfunctional Family Relationships
6. Substance Abuse
7. Employment/Education
8. Leisure /Recreation



Exceptions and Special Requests for Recovery Support Services

Exceptions and special requests for RSS funding shall be made with the local board and with authorization from the Division of Criminal Justice on a case-by-case basis. Requests for exception must be made, in writing and shall include a description of the services to be requested. Programs or individuals requesting exceptions for RSS funding should limit their request to exceptional or atypical cases where there is a demonstrable benefit to public safety if RSS services were funded.

General Procedures

Each local community corrections board shall determine its most efficient and effective method to process payments for treatment vouchers based on local procurement and payment policies with providers.

Treatment voucher requests and uses of the funds will be subject to audit by the Division of Criminal Justice through regular and ongoing performance auditing.

Reporting/Accountability

Boards and programs will be required to collaborate on reporting use and expenditures of the funds. Specifically, boards and programs will be required to maintain local databases or spreadsheets that identify the following minimal elements:

- The State ID (SID) number of the offenders served by the OTP funds
- The full name of the offenders served by the OTP funds
- The specific treatment modality (or recovery support service) for which the OTP funds were used (for each offender)
- The start date of treatment for each offender served by the OTP funds
- The funded amount (spent) for each client served by OTP funds
- The quarterly expenditure levels for use of the OTP funds

Example

SID Number	Last Name	First Name	Treatment Modality (Including type of RSS - Recovery Support Service)	Treatment Start Date	Amt Funded (Spent)
99746782	Brown	John	Weekly Outpatient Therapy	1/1/13	\$1100
99746782	Brown	John	Psychotropic Medications	1/4/13	\$800
99812657	Johnson	Leslie	Intensive Outpatient Therapy	2/2/13	\$990
97814582	Martinez	Albert	Group Dual Dx Therapy	2/4/13	\$1305
95613567	Green	Martin	RSS – Transportation to Treatment	2/12/13	\$40

Restrictions/Limitations

The OTP funds shall not be used exclusively for services in treatment agencies that are owned and operated by individuals or organizations that also own and operate a community corrections program. In cases involving an *internal* or *affiliated* treatment provider, clients shall be given options of treatment providers before being referred.

Community corrections programs may not use the treatment voucher funds exclusively at a single *internal* or *affiliated* provider that meets the above criteria without written consent from the Division of Criminal Justice and the Division of Behavioral Health, and either the Colorado Department of Corrections (Transition Clients) or the local Chief Probation Officer (Diversion Clients). In cases where programs request to use the funds at a single internal or affiliated provider, cause must be demonstrated that doing so is in the best interest of the individual client and in public safety.

The OTP shall not be used to supplant other available state or local funds for treatment. (e.g. DOC medication funds, STIRRT aftercare funds, MSO treatment funds, local medication assistance programs.) The treatment voucher funds are intended to increase and expand treatment delivery to offenders rather than to simply change the funding source from one public entity to another.

The OTP funds shall not be used for sex offender treatment, domestic violence treatment, or anger management treatment modalities. However, sex offenders and domestic violence offenders are eligible for these funds in cases where substance abuse or dual diagnosis treatment is clinically indicated.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 15, 2017
SUBJECT: MOU Facility Payments to TTC Inc. for FY1718
FROM: Linda Angell, Community Corrections Administrator
AGENCY/DEPARTMENT: Human Services, Community Corrections Administration
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 Memorandum of Understanding for the distribution of Facility Payments to TTC, Inc. for state fiscal year 2017-2018.

BACKGROUND:

The State allocation letter (attached) provides Facility Payment funding to community corrections providers for each community corrections facility they operate. These funds are for a very specific legislative intent: to mitigate staff turnover and reduce caseload sizes, both in an effort to advance evidence-based approaches and to improve outcomes in community corrections. Funds can also be used to facilitate compliance to PREA or for the implementation of other approved evidence based approaches for improved outcomes.

The MOU allows the upfront distribution of 50% of the facility payments and further allows the remainder of the funds to be distributed upon compliance to the Statewide Policy for Facility Payment Funding for FY1718.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Division of Criminal Justice
Adams County
Time to Change, Inc.

ATTACHED DOCUMENTS:

Resolution MOU to Distribute Facility Payments
MOU for Facility Payments
Statewide Policy for Facility Payments

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/>

	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 APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN ADAMS COUNTY AND TIME TO CHANGE, INC. FOR FACILITY PAYMENTS FOR THE 2017-2018 STATE FISCAL YEAR

WHEREAS, pursuant to C.R.S. § 17-27-101, *et seq.*, the Adams County Board of County Commissioners has contracted with the Colorado Department of Public Safety, Division of Criminal Justice (“DCJ”) to provide community corrections program services to the state of Colorado’s 17th Judicial District; and,

WHEREAS, Adams County has subcontracted with Time to Change, Inc. for state fiscal year 2017-2018 to provide community corrections services for the 17th Judicial District; and,

WHEREAS, the DCJ has provided funding for each facility that maintains the compensation levels and caseload levels that were reached pursuant to the state fiscal year 2016-2017 requirements and that shall be sustained throughout fiscal year 2017-2018.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Memorandum of Understanding between the Board of County Commissioners and Time to Change, Inc. for the provision of facility payments which is attached hereto and incorporated herein by reference, is hereby approved and the Chairman is hereby authorized to execute same.

**MEMORANDUM OF UNDERSTANDING REGARDING
COMMUNITY CORRECTIONS FACILITY PAYMENT PLANS
BY AND BETWEEN ADAMS COUNTY, COLORADO AND TIME TO CHANGE, INC.**

The General Assembly has provided funding for state fiscal year 2017-2018 with the intent that programs will maintain the compensation levels and caseload levels that were reached pursuant to the state fiscal year's 2016-2017 Facility Payment policy. These objectives were established to advance evidence based approaches to improve outcomes in community corrections. To obtain this funding or a portion thereof, programs must adhere to the Statewide Policy and General Procedures for Facility Payments for state fiscal year 2017-2018 (attached hereto as Exhibit A) and remain consistent with the legislature's intent. The state has implemented a two part funding method.

Time To Change, Inc. is contracted to operate three (3) facilities located in Adams County, Colorado during state fiscal year 2017-2018. Each facility is eligible for a total of \$119,953.89 with an upfront distribution of approximately **\$59,926.95** (50%) of the appropriation for each facility to be paid in August of 2017.

A second distribution of approximately **\$59,926.94** (50%) of the appropriation will be made to facilities upon meeting the following conditions.

- (a) A fully executed master contract between the Department of Public Safety, Division of Criminal Justice and Adams County; and
- (b) A fully executed subcontract between Time to Change, Inc. and Adams County; and
- (c) A fully executed Allocation Letter to the 17th Judicial District that will secure the above described funding.

Exemptions from Statewide Policy:

For programs who have submitted a Request for Exemption and provide an Alternate Funding Plan that has been approved by the State and the Community Corrections Board the disbursements of the Facility Payment funds shall be made consistently with the aforementioned disbursement policy where 50% is paid upfront and upon verifiable execution of the alternate plan the remainder may be paid in part or in whole dependent upon execution of the approved alternate plan.

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

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Eva J. Henry,
Chair

Date

ATTEST:
STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:

Adams County Attorney's Office

Deputy Clerk

TIME TO CHANGE, INC.

Name:
Title:

Date

ALLOCATION LETTER

CT # 612

Date: 7/1/2017	Original Contract CMS #: 68074	Allocation Letter # 4	CMS Routing # 102132
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TO: Board of Adams County c/o Community Corrections Board

In accordance with Section 7.A of the Original Contract between the State of Colorado, Division of Criminal Justice, Community Corrections, and Board of Adams County c/o Community Corrections Board July 1, 2017 and ending on June 30, 2018, the undersigned commits the following funds to the Grant:

1. Payment for the period July 1, 2017 through June 30, 2018, will be made as earned, in whole or in part, from available State funds encumbered in an amount not to exceed **\$6,141,003.12** to be allocated as follows :

<u>\$2,570,403.00</u>	for Residential Diversion services for community corrections offenders, payable at a daily community rate of \$42.68 per offender; and, (165 beds)
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<u>\$ 124,625.60</u>	for Residential Parole services for community corrections offenders, payable at a daily community corrections rate of \$42.68 per offender; and, (8 beds)
<u>\$ 136,218.00</u>	for Non-Residential Diversion services for offenders not to exceed an average of \$6.22 per day per offender; and, (60 slots)
<u>\$ 290,000.00</u>	for Treatment Support and,
<u>\$ 359,561.66</u>	for Facility Payments to be disbursed as outlined in Statewide Facility Payments Policy for FY18 and,
<u>\$ 245,573.86</u>	for Community Corrections Board Administration by the Contractor.

2. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
3. Funds allocated in this Allocation Letter are for services rendered during the current contract period and cannot be used to pay for community corrections services provided in prior or future fiscal years.

4. Any unexpended funds allocated or advanced to the Contractor by the Allocation Letter shall be reverted to the State no later than August 31, 2018.

This Allocation Letter does not constitute an order for services under this Grant. The effective date of hereof is upon approval of the State Controller or July 1, 2017, whichever is later.

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Colorado Department of Public Safety
Stan Hilkey Executive Director

Joe Thome

By: Joe Thome, Director

Date: 6/7/17

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: *Dwight Barnes, Delegate*

~~Colorado Department of Public Safety~~

Date: 6/26/17



COLORADO
Division of Criminal Justice
Department of Public Safety

Office of Community Corrections
700 Kipling Street, Suite 1000
Lakewood, CO 80215

TO: All Community Corrections Boards and Providers

FROM: Glenn A. Tapia, Director
Office of Community Corrections
Division of Criminal Justice

SUBJ: Statewide Policy and General Procedures: Facility Payments Funding for FY17

DATE: July 13, 2016

General Policy and Intent

In FY 2014-15 (FY15), the General Assembly developed a multi-faceted (two-part) plan to increase funding levels for community corrections providers with the intention of mitigating staff turnover and distributing workloads more efficiently among case management staff. These objectives were established with the expressed interest of the advancement, implementation and sustainability of evidence-based approaches to improve outcomes in community corrections and to better facilitate compliance with the Prison Rape Elimination Act (PREA). The two-part plan included an increase for the base bed per diem as well as an additional *Facility Payments* structure. The combination of these two funding streams was designed to increase staff salaries and to reduce case management caseloads in residential community corrections.

In FY 2015-16 (FY16), the General Assembly continued this two-part funding method with an additional 1.8% per diem increase in addition to the *Facility Payments* appropriation that was established in FY15. The two-part funding structure was intended to be invested in modest pay increases for staff and retention of the caseload maximums for case managers that were established in FY15. Footnote 73 in the FY16 Long Bill read as follows:

These payments may be withheld in whole or in part from facilities that: (1) fail to maintain an average ratio of at least one case manager for every 20 residents; (2) fail to raise average pay and benefits of security staff members by at least 1 percent; or (3) fail to raise the average pay and benefits of case managers by 1 percent. A facility is exempt from requirement (2) if the sum of average pay and benefits for security staff members exceeds \$33,000 annually. A facility is exempt from requirement (3) if the sum of average salary and benefits for case managers exceeds \$38,500 annually. For purposes of this footnote, payroll taxes are not benefits. Community corrections providers are encouraged to exceed these goals. It is the intent of the General Assembly that community corrections facilities with an average of 32 or more security FTE receive a second facility payment.

In FY 2016-17 (FY17), the General Assembly again continued this two-part funding method but with no additional increase to the base per diem or the *Facility Payments* appropriations. The intention for this was stated in a revised footnote (Footnote 89) in the FY17 Long Bill which reads as follows:

The amount of the appropriation assumes that the Department will make lower facility payments to programs that have lower costs due to case management staffing shortfalls or security and case management salary shortfalls relative to the staffing and salary model upon which the appropriation is based. Because provider rates are unchanged for FY 2016-17, these appropriations further assume that salary and staffing levels deemed adequate for FY 2015-16 will be deemed adequate for FY 2016-17 and that community corrections facilities with an average of 32 or more security FTE receive a second facility payment.

Simply put, this footnote means that without a funding increase, community corrections programs are only expected to maintain the compensation levels and caseload levels that were reached pursuant to the FY16 Facility Payments policy. Thus, the salary levels and caseload maximums that were reached in FY16 pursuant to and in compliance with the FY16 statewide policy shall be sustained throughout FY17.

It is established by this policy that the intent of the funds in community corrections for FY17 is for providers to sustain their investment in specific methods to facilitate effective implementation of evidence-based approaches to offender management and behavior change. This is to be accomplished, in part, through limiting offender-to-staff ratios for case management positions as well as through lower staff turnover which can be achieved, in part, by increased staff salaries for security and case management positions.

It is the intent of the General Assembly and Colorado Department of Public Safety (Division of Criminal Justice) that providers use the FY17 funding to maintain case manager and security staff member compensation and to limit the number of residents assigned to each case manager. The Facility Payments appropriations may be withheld in whole or in part from facilities that:

- 1) fail to maintain a ratio of at least one case manager for every 20 residents (or equivalent ratio for part time case management staff),
- 2) fail to maintain FY16 levels of pay and benefits of security staff members, or
- 3) fail to maintain FY16 pay and benefits of case managers.

Data Collection and Reporting

The General Assembly has issued a formal Request for Information (RFI) of the Department that requires the Division to report the following information about the funding increases:

- 1) the average number of total staff
- 2) the average number of security staff
- 3) the average number of case managers
- 4) the average wage and salary of security staff and case managers
- 5) the average cost of benefits, excluding payroll taxes, for security staff and for case managers
- 6) the average turnover rate and length of employment for security staff and the average length of employment for case managers
- 7) average case manager caseloads for residential and non-residential offenders.

The Department is also requested by the General Assembly to continue collecting periodic financial statements and starting salary information from community corrections providers. Finally, the Department is requested to retain the data received from each facility.

Accordingly, Community corrections providers shall submit updated staffing, salary, benefits, caseload, and turnover data to their local community corrections board and to the Division of Criminal Justice no later than September 30, 2016. The providers shall use only the format prescribed by the Division to submit the data. Providers shall receive the required data collection forms by August 20, 2016 and shall submit updated data that is reliable and verifiable by an outside entity. At a minimum, providers shall submit, by September 30, 2016, the following data elements:

- 1) A current roster of all full time, part time, and contract staff including the title and type of position
- 2) The percent of full time equivalent (FTE) for each position
- 3) Actual hourly wage and monthly salary figures for each individual security and case management staff including related supervisory positions
- 4) Actual cost figures for monthly employer-paid benefits for each individual staff member. Figures for individual staff members shall include only the actual cost of medical, dental, vision, retirement, disability, and life insurance benefit premiums paid by the employer. Employer-paid benefits shall not include costs for payroll taxes, sick time, vacation time, unemployment insurance, workers compensation insurance, or other costs that are required but not listed above. Variations of this definition must be approved, in advance, by the local community corrections board (or its designee) and the Division.
- 5) Employee-paid contributions premiums to provider benefits package
- 6) A benefits-to-salary percentage for the provider for security and case management staff
- 7) Actual current caseloads for all case management positions including part-time and full-time positions as well as for case manager supervision positions. Other positions in the organization that carry an active caseload must be included in caseload data. Reporting data should include all categories of clients i.e. diversion, transition, CRCF, non-residential, etc
- 8) Date of employment for each staff member
- 9) The actual number of security and case management positions hired, as a result of turnover, in the last year
- 10) Direct contact information (phone number and/or email address) for each staff person

Providers shall also be required to submit reliable and verifiable salary, benefit, and caseload data to the Division of Criminal Justice in the aggregate. For FY17, this will be accomplished through a survey that will be administered to all providers in the month of September 2016. Providers shall complete and return the survey and related information requests no later than September 30, 2016. This information will be analyzed so that the Division can track data for reporting to the General Assembly regarding the use of the funds in the FY18 Budget Hearings.

Letters of Intent

Full funding of the *Facility Payments* appropriations are contingent upon receipt, approval and full execution of a formal *Letter of Intent* to maintain FY16 staff salary increases, retention of caseload maximums, and any other additional means to meet the intent and goals of the General Assembly and the Department previously outlined in this policy. On or before August 15, 2016, providers shall submit to the local community corrections board and the Division a formal *Letter of Intent* that provides clear and convincing information that the funds will be used as intended by the General Assembly, the Department, and the local community corrections board. The *Letter of Intent* shall be reviewed and approved by the Division of Criminal Justice and the local community corrections board, or its designee, prior to disbursement of the full *Facility Payments* funds to providers.

The *Letter of Intent* shall be signed by the executive management of the community corrections provider, or its designee. If both the board and the provider are the same entity, the annual plan shall be submitted directly to the Division of Criminal Justice for approval and monitoring.

Disbursement of Facility Payments Funds

The community corrections board may pay fifty percent (50%) of the annual *Facility Payment* allocation for each provider upon receipt of the initial disbursement of funds from the Division of Criminal Justice. The final disbursement of the *Facility Payments* appropriations to community corrections boards will be made at the beginning of the third quarter of FY17, pursuant to State Fiscal Rule. The final 50% of *Facility Payments* to providers shall not be made unless and until the *Letter of Intent* satisfies the aforementioned intent for the funds paid to providers.

The *Facility Payments* funding may be withheld in whole or in part from facilities that:

- 1) fail to maintain a ratio of at least one case manager for every 20 residents (or equivalent ratio for part time case management staff),
- 2) fail to maintain FY16 levels of pay and benefits of security staff members, or
- 3) fail to maintain FY16 levels of pay and benefits of case managers.

The community corrections boards and/or the Division of Criminal Justice retain the right to recover up to 100% of the *Facility Payments* appropriations from any provider that fails to meet the requirements of the funds, as stated in this policy.

Objective Verification of Funding

The Division and the local community corrections board are responsible for and reserve the right to verify staff salary increases, caseload sizes, and any other aspect of the provider's plan for the funds. Verification of funding includes, but is not limited to examination of official payroll records, staff interview data, or any other reliable source of verification.

Exemptions from Statewide Policy

Providers requesting an exemption from one or more elements within the statewide policy must do so, in writing, no later than August 15, 2016. A formal *Request for Exemption* shall be submitted to the local community corrections board and the Division. A *Request for Exemption* shall include at a minimum, the following information:

- 1) Clear and convincing rationale describing why the provider believes that they already meet or exceed the expectations of the statewide policy and therefore need not maintain FY16 levels of security salaries and benefits; and/or
- 2) Clear and convincing rationale describing why the provider believes that they already meet or exceed the expectations of the statewide policy and therefore need not maintain FY16 levels of case management salaries and benefits; and/or
- 3) Clear and convincing rationale describing why the provider believes that they need not maintain the expectations of the statewide policy and therefore need not limit caseloads to a maximum of 20 offenders to each full time case manager

The Division and the local community corrections board, or its designee, shall approve *Requests for Exemption* on a case-by-case basis. *Requests for Exemption* shall not be approved unless and until they meet the expressed and aforementioned intent of the General Assembly, the Department, and the local community corrections board.

In cases of an approved *Request for Exemption*, disbursements of *Facility Payments* funds shall be made consistently with the aforementioned disbursement policy where 50% is paid initially and the remainder is paid upon state and board approval of the *Request for Exemption*. In all cases, providers shall submit all aforementioned data in the Data Collection and Reporting section in this policy. Providers should also provide any reliable, objective, and verifiable data to support or justify approval of the *Request for Exemption*.

The Division extends our sincere gratitude to all boards and providers for your cooperation and adherence to this policy. It is our belief that adherence to this policy will strengthen our collective ability to use the *Facility Payments* funds as intended by the General Assembly. Should you have any questions of me, please contact me at 303.239.4448 or via email at glenn.tapia@state.co.us.

Respectfully

A handwritten signature in cursive script that reads "Glenn A. Tapia". The signature is written in black ink and is positioned below the word "Respectfully".

Glenn A. Tapia
Director, Office of Community Corrections



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 15, 2017
SUBJECT: Resolution Approving Contract with Denver Regional Council of Governments for A-LIFT Community Transit Program
FROM: Chris Kline, Director
AGENCY/DEPARTMENT: Human Services Department
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 Contract EX17003 between Denver Regional Council of Governments and Adams County for the A-LIFT Community Transit Program.

BACKGROUND:

A-LIFT Community Transit Program (“A-LIFT”) staff submitted an application on behalf of Adams County to the Denver Regional Council of Governments (“DRCOG”). Adams County was awarded a 2-year contract by DRCOG that runs from July 1, 2017 through June 30, 2019.

For the first year of the contract (July 1, 2017 through June 30, 2018) DRCOG awarded A-LIFT \$390,000 of State of Colorado (State) Funding for Senior Services (SFSS) dollars. The contract requires a local match that will come from participating cities and Adams County in the amount of \$433,333.33 for the first year.

This contract with DRCOG will allow the A-LIFT Community Transit Program to provide approximately 17,000 one-way trips annually to medical appointments, senior center meal sites, grocery stores and adult day services for persons 60 years of age or older and persons who are mobility impaired.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Denver Regional Council of Governments (DRCOG)

ATTACHED DOCUMENTS:

Resolution
DRCOG Contract Number EX17003
Supplemental Info Adams EX17003

FISCAL IMPACT:

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

Fund: 0001
Cost Center: 1033

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5690		\$433,333.33
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$433,333.33</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7630		\$433,333.33
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>\$433,333.33</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Requires annual contract amendment as funding amount from DRCOG changes for the second year of the contract.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CONTRACT EX17003 BETWEEN ADAMS COUNTY AND
THE DENVER REGIONAL COUNCIL OF GOVERNMENTS (“DRCOG”) FOR THE A-LIFT
COMMUNITY TRANSIT PROGRAM

WHEREAS, Adams County is eligible to receive State of Colorado (State) Funding for Senior Services (SFSS) for the delivery of certain specialized human services transportation services; and,

WHEREAS, Adams County has been awarded previous funds through Denver Regional Council of Governments (DRCOG) to support the A-LIFT Community Transit Program; and,

WHEREAS, Adams County was awarded a two year SFSS-funded contract by DRCOG (Contract EX17003) in the amount of \$390,000 to support the A-LIFT Community Transit Program for the first contract year; and,

WHEREAS, Adams County anticipates receiving from DRCOG approximately that same amount for the second year of the contract to support the A-LIFT Community Transit Program; and,

WHEREAS, the Director of the Adams County Human Services Department and the Community Support Services Division Director are authorized to sign non-contractual documents to carry out the on-going activities of the program.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the DRCOG Contract EX17003 between Adams County and the Denver Regional Council of Governments, a copy of which is attached hereto, be approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said agreement on behalf of Adams County and any program modifications and amendments.

CONTRACT BY AND BETWEEN THE
DENVER REGIONAL COUNCIL OF GOVERNMENTS
1290 Broadway, Suite 100
Denver, Colorado 80203-5601
("DRCOG")

and

ADAMS COUNTY
7190 Colorado Boulevard
Commerce City, Colorado 80022
("CONTRACTOR")

for

A-LIFT Community Transit Program
("Contract")

Project Number 624018

Contract Number EX17003

RECITALS:

- A. DRCOG is the recipient of grant funds under Title III of the Older Americans Act and the State of Colorado (State) Funding for Senior Services (SFSS).
- B. DRCOG desires Contractor to render certain services hereinafter described in connection with an undertaking which is expected to be financed under the Older Americans Act, as amended, and/or the SFSS.
- C. The Contractor agrees to comply with all relevant provisions of the Contract between DRCOG and the State for SFSS, incorporated herein by reference and made a part of this Contract, as if fully set forth, in the monitoring and administration of this Contract.

NOW THEREFORE, the parties hereto mutually agree as follows:

1.0 SELECTION OF CONTRACTOR

DRCOG hereby selects the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in connection with the project of DRCOG under the Older Americans Act and/or the SFSS.

2.0 SCOPE OF SERVICES

The Contractor shall do, perform, and carry out, in a satisfactory manner, as determined by DRCOG, all work elements described in the Contractor's Proposal submitted for funding (as approved and as may be amended, from time to time, by DRCOG) which is herein incorporated by reference and made a part of this Contract and which is summarized in Exhibit A, Scope of Services, of this Contract. The Contractor will administer services funded under this Contract in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised Statutes; 12 CCR 2510-1, Older Americans Act (OAA) Programs (Rule Manual Volume 10); Colorado Department of Human Services, Division of

Aging and Adult Services, State Unit on Aging (SUA) Policy and Procedures Manual; and the DRCOG Contract Management Manual, as from time to time may be amended.

3.0 ADMINISTRATIVE REQUIREMENTS

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of 45 CFR, Part 74 and 45 CFR, Part 92 regarding uniform requirements for the administration of Department of Health and Humans Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants.

4.0 TIME OF PERFORMANCE

This Contract is intended to be a two-year contract, with the first fiscal year beginning on July 1, 2017 and ending June 30, 2018 and, upon execution by DRCOG of an Option Letter as set forth below, the second fiscal year beginning on July 1, 2018 and ending June 30, 2019. However, funding levels shall be awarded annually and funding of this Contract is conditioned upon funds being made available to DRCOG for such purposes. During the first fiscal year, the services of the Contractor shall commence upon Contract execution or July 1, 2017 whichever comes later. Services shall be undertaken in such sequence as to assure completion of all services required hereunder by June 30, 2018. **Services cannot commence prior to an executed contract.**

By no later than 5:00 P.M. on March 1, 2018, Contractor shall submit to DRCOG a proposal for services to be provided during the second fiscal year commencing July 1, 2018 and ending June 30, 2019. The proposal shall include such information as DRCOG may require, including but not limited to, a detailed budget (outlining administrative, travel, equipment, contractual services, staff training/education and indirect costs), the number of units of services proposed to be provided (both compensated and non-compensated), the proposed unduplicated clients to be served, proposed matching funds (cash and in-kind), and anticipated program income. The compensated services proposed within the second fiscal year shall not change without DRCOG's written permission. No contract term shall be extended to or made effective for the 2018-2019 fiscal years until DRCOG, in its sole discretion, executes an Option Letter, a sample of which is attached hereto as Exhibit G.

5.0 AMOUNT OF CONTRACT

5.1 DRCOG agrees to reimburse the Contractor for allowable project expenses up to but not exceeding the sum of **\$390,000.00** in **State Funding for Senior Services** funds. DRCOG agrees to reimburse the Contractor for allowable expenses provided the total **State Funding for Senior Services** dollars divided by the total units of service delivered as outlined in the Supplemental Contract Information form attached hereto as Attachment C.

5.2 Contractor shall expend no more than twenty-five percent (25%) of the contracted funds detailed in Section 5.1 prior to September 30 for each service category. If Contractor fails to comply with these limitations, DRCOG may in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require a corrective action plan and suspend payments under the Contract pursuant to Section B.1.16.2.

5.3 Contractor cash match, Contractor in-kind services, Contractor program income/client contributions, and State cash match contributions, if applicable, are also outlined in the Supplemental Contract Information form attached hereto as Attachment C.

5.4 Valuation of in-kind contributions shall show how the contribution was computed and must be incorporated into the Contractor's accounting records. Supplies, volunteer services and other contributions shall be valued as described under 45 CFR, Part 74, Subpart C.

6.0 HHS GRANT

It is agreed by the above parties that should the HHS or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto. Unearned payments under this Contract may be suspended or terminated in the event that the Contractor refuses to accept additional terms or conditions to this Contract that may be imposed by HHS, the State or DRCOG after the effective date of this Contract. Contractor expressly acknowledges that Contractor will be paid or otherwise compensated with funds provided to DRCOG by federal agencies that are subject to sequestration pursuant to the Budget Control Act of 2011 and other applicable federal laws. In the event that funds for this Contract are not advanced, diminished, or required to be returned to the federal government due to sequestration, DRCOG may immediately terminate this Contract in whole or part without liability, including costs and liability for termination. Contractor expressly acknowledges and agrees that DRCOG has the right to require that funds previously paid to Contractor for services performed hereunder be returned to DRCOG in the event the federal government requires that funds be returned because of sequestration.

7.0 CHANGES

Except as may be expressly provided in this Contract, including its Exhibits, any changes, including, without limitation, any increase in the amount of this Contract or changes in the scope of services, which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in a written Option Letter or a written amendment to this Contract.

8.0 TERMS AND CONDITIONS

The parties agree that this Contract is also subject to the provisions set forth in Exhibits A, B, C, D, E, F (if E and F are applicable), G, H, I, J, and Attachments B and C of this Contract, attached hereto and incorporated herein.

By signing this Contract, the Contractor certifies to the best of its knowledge and belief that the Contractor, its principals and authorized subcontractors are not presently suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal department or agency.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the _____ day of _____, 20____ and acknowledge that the signatures hereon, whether handwritten, typed, electronic, or digital or submitted by facsimile or electronic mail, are sufficient and legally binding.

**DENVER REGIONAL COUNCIL
OF GOVERNMENTS**

ADAMS COUNTY

By: _____
Douglas W. Rex
Acting Executive Director

By: _____

ATTEST:

ATTEST:

By: _____
Roxie Ronsen
Administrative Officer

By: _____

EXHIBIT A
SCOPE OF SERVICES

The Contractor shall perform all the necessary services provided under this Contract for eligible residents of the jurisdiction(s) listed in the attached Supplemental Contract Information form, herein provided as Attachment C.

Prior written approval from DRCOG is required if the number of units of service in any service category listed in the attached exhibit is more than ten percent (10 %) lower than listed. This provision shall not alter the maximum funding set forth in Section 5.1.

Upon Contractor submittal and contract execution by both parties, the Supplemental Contract Information form shall be made part of this Contract and legally binding.

EXHIBIT B
TERMS AND CONDITIONS

The following supplemental terms and conditions apply to the Contract herein and take precedence over any conflicting language within the Contract.

1.1.1 Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with DRCOG.

1.1.1.1 Prohibition Against Employing Illegal Aliens (Colorado requirement). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Exhibit J, the "Pre-Contract Certification in Compliance with C.R.S. § 8-17.5-102(1)", must be signed and returned with this Contract, which is attached hereto and incorporated herein by reference.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101 (3.3) and 8-17.5-101 (3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services, as defined by C.R.S. § 8-17.5-101(6), as amended and in effect from time to time. If Contractor participates in the Department program, Contractor shall deliver to DRCOG a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employees, and shall comply with all other requirements of the Department program. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed. If Contractor will be participating in the Department program, Contractor will provide to DRCOG a copy of Contractor's executed Notice of Participation in the Department Program form.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and DRCOG within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, DRCOG may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to DRCOG.

This Section 1.1.1.1 shall not apply to the following types of contracts: (1) intergovernmental agreements; (2) agreements for information technology services or products and services; (3) agreements relating to the offer, issuance, or sale of securities; (4) agreements for investment advisory services or fund management services; (5) any grant, award, or contract funded by any federal or private entity for any research or sponsored project activity of an institution of higher education or an affiliate of an institution of higher education that is funded from moneys that are restricted by the entity under the grant, award, or contract, pursuant to C.R.S. § 8-17.5-101(6)(b).

1.1.1.2 Prohibition Against Employing Illegal Aliens (Federal requirement). If this Contract includes an award of Federal funds of more than \$3,000, Contractor must also comply with the E-Verify Federal Contractor Rule set forth in Exhibit I, attached hereto and incorporated herein by reference, which requires the Contractor to use the E-Verify program to verify the employment eligibility of all employees assigned to the Contract and all new hires. If Contractor uses one or more subcontractors to provide services under the Contract, Contractor shall include the language set forth in Exhibit I in any subcontract that is: (1) for commercial or noncommercial services or construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States. Contractors who are State or local governments, institutions of higher education, or governments of a Federally recognized Indian tribe are not exempt from the requirements of this Section 1.1.1.2; however, such entities may choose to verify only those employees who are assigned to the Contract, whether existing employees or new hires, as further detailed in Exhibit I.

1.1.2 Qualifications. All of the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

1.1.3 Background Check; Driver's License. Contractor shall ensure that prior to delivery of services, a records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records check, shall be conducted for all employees, volunteers, and contractors of Contractor directly providing one or more of the following services: personal care, homemaker, adult day, transportation, case management, chore or home modifications that are provided through a contracted agency, home delivered meals, material aid services (provided within a consumer's home), one-to-one legal, one-to-one counseling, or respite care. Contractor shall ensure that appropriate follow-up of the background check is completed according to the SUA Policy and Procedure Manual, Subsection 401.15, and shall ensure that its employees, volunteers, and contractors are in compliance with the restrictions of said Subsection. Employees, volunteers or contractors responsible for transporting consumers shall have a valid Colorado driver's license, and shall not have any alcohol related offenses in the past three years, or two or more convictions or chargeable accidents within the past two years.

1.1.4 Sub-grant or Subcontract. None of the work or services covered by this Contract shall be sub-granted or subcontracted to any other party except for those listed on Exhibit E (if Exhibit E is not attached, then no subcontractors have been pre-approved) without the prior written approval of DRCOG. Failure to obtain DRCOG's prior approval of any additional sub-grantors or subcontractors shall result in the disallowance of reimbursements for any services provided by sub-grantor or subcontractors not previously approved. Contractor shall verify that all sub-grantees and subcontractors have not been excluded or disqualified pursuant to 2 CFR Part 376 prior to submitting such sub-grantees or subcontractors to DRCOG for approval, and shall certify that the proposed sub-grantees and subcontractors are neither excluded nor disqualified

by a Federal agency. Any approval by DRCOG of a sub-grantee or subcontractor shall be effective only through the current contract fiscal year and subject to the continuing requirement of non-exclusion or non-disqualification pursuant to 2 CFR Part 376. It shall be Contractor's responsibility to submit verification of such non-exclusion or non-disqualification upon request. See also section 1.10 herein.

1.1.5 Licensure. Where the State or local public jurisdictions require licensure for the provision of social services provided hereunder, the Contractor shall be licensed and shall meet all requirements of licensure. Contractor shall provide DRCOG notice of any action to revoke or suspend any such licenses as well as any actual suspension or revocation of any licenses within 48 hours of Contractor receiving notice.

1.1.6 Contractor Training. Contractor shall complete mandatory training through DRCOG at least biannually (or more often if deemed appropriate by DRCOG) regarding contract management of this Contract.

1.2.1 Monitoring and Reporting Program Performance. The activities of Contractor in providing the services set forth under this Contract shall be monitored by DRCOG in accordance with the applicable provisions of 45 CFR Part 74 and 45 CFR Part 92, other applicable Federal regulations, and this Contract. DRCOG will monitor all activities of Contractor supported by this Contract to assure that the services being performed are consistent with the Contract and applicable Federal regulations. Contractor acknowledges that disclosure of protected health information to DRCOG is permitted pursuant to Federal law.

1.2.2 Monthly Data Entry. The Federal Administration on Community Living requires certain Older Americans Act data to be reported in the National Aging Program Information System (NAPIS). To assist in the data collection for NAPIS, the State requires all Contractors to report services provided in a State software system as designated and assigned by the State from time to time. Currently the software utilized is SAMS3. Contractor must complete training on SAMS3 for all employees who will be performing the data entry service. Training is available each year and is mandatory for anyone who has not previously attended or as deemed appropriate by DRCOG. Contractor shall enter the previous month's service data into SAMS3 **no later than the fifteenth of the following month**. If the fifteenth of the month falls on a holiday or weekend, than entering of all data shall be due the business day prior to the fifteenth. Failure to enter SAMS3 data correctly and timely is a violation of this Contract and DRCOG may exercise any remedies available under the Contract or at law, including withholding payments.

1.2.3 Cost Analysis. Contractor shall prepare and submit to DRCOG by no later than May 15th of the then-current calendar year, a cost analysis, in a form approved by DRCOG, comparing actual costs incurred to reimbursements received from DRCOG.

1.3.1 Services Performance Report and Reimbursement Requests. Contractor shall submit a monthly service performance report and reimbursement request in a form prescribed by DRCOG. Such report and request shall be filed on or before the fifteenth day of the month following the month in which services are provided, throughout the term of the Contract. If the fifteenth of the month falls on a holiday or weekend, then submissions shall be due the business day prior to the fifteenth. Failure to submit the monthly report and reimbursement request by the will not be paid. All payments are subject to verification by DRCOG. Contractor is responsible for the timely filing, completeness and accuracy of all service performance reports and reimbursement requests. All payments are subject to verification by DRCOG.

DRCOG agrees to reimburse Contractor via Electronic Funds Transfer (EFT) (Attachment B) into the bank account designated by Contractor upon approval of invoices during regularly scheduled payment cycles.

1.3.2 Waiting Lists. Waiting lists shall be established by the Contractor when services are available but cannot be provided to all eligible consumers. In such circumstances, Contractor shall place eligible consumers on a waiting list. Waiting list procedures must be equitable to all eligible consumers. Contractor shall give priority to consumers targeted by the Older Americans and Older Coloradans Act, with due consideration given to the time kept on a wait list. Persons shall be removed from the waiting list in accordance with SUA Policy and Procedure Manual, Subsection 205c. Contractor will develop a waiting list procedure in compliance with the policies set forth in Subsection 205b., regardless of whether or not there are consumers waiting for service. Furthermore, Contractor shall maintain waiting lists, and shall make the waiting list and the procedures for the waiting list readily available for review by DRCOG and/or the State Unit on Aging. Waiting list documentation may be kept in hard copy or electronically, but must be printable. Contractor shall retain waiting list documentation, and shall not destroy any such records until notified by DRCOG.

1.3.3 Consumer Complaint/Appeal Process. The Contractor shall develop a procedure to assure that applicants to, or clients of, their services are advised in writing of their right to complain about services or the denial of services, to appeal decisions made about the complaint, and that those complaints and appeals, are processed and tracked in compliance with SUA Policy and Procedure Subsection 501 and as directed by DRCOG. Complaint/appeals documentation may be kept in hard copy or electronically, but must be printable. Contractor shall retain complaint/appeal documentation, and shall retain records in accordance with Section 1.4.1 herein.

1.3.4 Evaluation. Contractor shall implement a quality improvement process, which includes, at a minimum, monitoring of service quality and consumer satisfaction. Methods of receiving consumer input on the quality of services shall be established, documented and utilized by the Contractor on a regular basis throughout the term of this Contract. Examples include site councils, projects councils, consumer forums, consumer satisfaction surveys, telephone interviewed, and visits. Contractor shall upon the DRCOG's request provide information regarding Contractor's compliance with the requirements of this Section.

1.3.5 Voluntary Contributions and Non-eligible Recipient Fees. Contractor shall (1) provide each recipient with an opportunity to voluntarily contribute to the cost of the service; (2) clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary; (3) protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; (4) establish appropriate accounting procedures to safeguard and account for all contributions; (5) use all collected contributions to expand or enhance the service for which the contributions were given; and (6) identify the income as program income and expend it in accordance with 1.5.1 below. Contractor shall establish minimum standards and procedures for the responsible collection of, handling, and safeguarding of consumer contributions and non-eligible recipient fees in compliance with SUA Policy and Procedure Manual, Subsection 310. fifteenth day of the following month will delay processing of payments until the next calendar month. Further, failure to submit the final month's report and reimbursement request by July 15 of the then-current fiscal year of the contract term, will result in non-payment for services provided, and Contractor specifically agrees that any such late-filed final reimbursement request

1.3.6 On-Site Assessment. The Contractor acknowledges receipt of the on-site assessment requirements from DRCOG and shall comply with the on-site assessment requirements.

1.3.7 Policy Changes. From time to time during the term of this Contract, DRCOG and/or the State Unit on Aging may adopt policies and procedures that relate to services provided under this Contract. Upon notice of such adopted policies or procedures, Contractor shall incorporate any such policies and procedures into their practices and comply with the provisions thereof.

1.3.8 Eligibility Assessments. The Contractor will conduct an assessment of individual eligibility prior to the delivery of any registered services, as defined in 45 CFR 1321.3, using the standardized assessment form provided by DRCOG, and re-assessments will be conducted every six months thereafter as applicable for any registered service continuing after six months. The Contractor may not alter the standardized assessment form provided by DRCOG; however, the Contractor may attach as separate sheet(s) an addendum to the assessment to meet any additional program/service specific needs. Any addendum must be approved in advance by DRCOG. Eligibility for services provided under this Contract shall be only that the individual receiving service is age 60 or above unless other eligibility requirements exists within Rule Manual Volume 10 or SUA Policy and Procedure for the contracted service.

1.4.1 Records. The Contractor agrees to retain all records pertinent to this Contract for a period of three years after final payment hereunder. In the event that activities or costs are questioned by audit, records shall be retained until all questioned items are resolved. Contractor shall maintain confidentiality of information relating to specific consumers by ensuring that such information is gathered only with the informed consent of the consumer, such information is used only for the purposes gathered, adequate security of records is maintained to prevent unauthorized use, access to consumer records and identifiable information is limited only to program staff, and consumer files are kept under lock and key after use. Contractor shall maintain the confidentiality of protected health information as required by law, including the consumer's individually identifiable health information.

1.4.2 Accounting Records. Records which identify adequately the source and application of funds for Contract activities shall be maintained for the period provided in 1.4.1 above and shall comply with the requirements of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended.

1.4.3 Contractor Audits. The Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of OMB Circular A-133. The Contractor shall, upon request, make a copy of the audit available for review by DRCOG and/or SUA. All activities and costs charged under this Contract shall be in accordance with the provisions of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended, including but not limited to compliance with cost principles set forth in: 2 C.F.R. Part 220 (OMB Circular A-21); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 230 (OMB Circular A-122); and Federal Acquisition Regulations at 48 C.F.R. Part 31.2, whichever may apply. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG's discretion and to the extent permitted by Federal and State law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law, including all funds being due and payable back to DRCOG.

1.4.4 Audits and Inspections. During the Contract period, the retention period and as long thereafter as the records are maintained, at any time during normal business hours, Contractor shall make available to DRCOG, HHS, the State and the Comptroller General of the United States, or their authorized representatives, any books, documents, papers or other records of the Contractor with respect to all matters covered by this Contract in order to make audit, examination, excerpts, and transcripts. Contractor acknowledges that disclosure of protected health information to DRCOG, HHS, the State and the Comptroller General of the United States and their authorized representatives is permitted pursuant to Federal law. Failure to make records available for inspection within 72 hours of notice shall be deemed a violation of the Contract.

1.4.5 Additional Records Required. Contractors shall develop and maintain the records required by applicable laws and regulations including but not limited to Section 401.7 of the SUA Policy and Procedure Manual and including the following records: personnel records for each employee to include documentation of training, documentation of supervision, and documentation of current licensure if applicable; a Targeting Plan; Emergency Response Plan (if nutrition and/or transportation provider); confidentiality procedures; procedures for handling and reporting of critical incidents, including accidents, suspicion of abuse, neglect or exploitation, and criminal activity; a log of all complaints and critical incidents; records for each older adult served; and travel documentation policies and procedures. These shall be maintained by the Contractor and made available to DRCOG, SUA and/or their authorized representatives upon request.

1.5.1 Income. Program income, including participant contributions, earned by the Contractor from activities which are supported by this Contract shall be added to funds committed to the project or program and used for allowable costs of services under the Contract to further the objectives of this Contract as provided under 45 CFR 74.24(b)(1). Program income must be fully expended within the reporting month it was received and cannot be carried over for any period of time.

1.5.2 Income Accounting Records. Program income must be accounted for according to the additional costs alternative specified in Section 1.5.1 above and pursuant to 45 CFR, Section 74.24.

1.6.1 Equal Employment Opportunity. The Contractor agrees to comply with all applicable Federal laws, regulations, and orders regarding "Equal Employment Opportunity", as from time to time amended, and to execute such provisions as are required under Exhibit "C" attached hereto.

1.6.2 Records. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and for employees as HHS, the State, or DRCOG may require.

1.7 Handicapped. The Contractor will not discriminate in employment on the basis of handicap against any qualified handicapped person and agrees to take positive steps to employ and advance in employment qualified handicapped persons and to comply with Department of Human Services Regulations (45 CFR Part 84), as from time to time amended.

1.8 Identification of Documents. Contractor shall designate on the front cover or title page of all reports, maps and other documents completed as part of this Contract, other than documents exclusively for internal use by the Contractor, an acknowledgement of the support received under "the Older Americans Act."

1.9 Publication, Reproduction and Use of Material. Material produced in whole or in part under this Contract may not be subject to copyright laws.

1.10 Procurement. All procurement transactions for supplies, equipment and services shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition as provided under 45 CFR, Part 74, Subpart C, as from time to time amended, and shall comply with the provisions of 45 CFR, Part 74, Subpart C.

1.11 Work Hours. The Contractor shall comply with the Contract Work Hours and Safety Standards Act and comply with the Department of Labor Regulations (29 CFR Part 5), as from time to time amended.

1.12 Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. No person having any such interest shall be employed or participate in any decision relative to this Contract.

1.13 Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of DRCOG thereto; provided, however, that claims for money due or to become due to the Contractor from DRCOG under this Contract may be assigned to a bank or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to DRCOG.

1.14 Influencing Legislation. To the extent prohibited by Federal or State law, as from time to time amended, no part of this Contract shall be used to pay the salary or expenses of any person or any organization acting for the Contractor to engage in any activity designed to influence legislation or appropriations pending before the Congress, or legislation or appropriations pending before the State General Assembly.

1.15.1 Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner with Contractor obligations under this Contract or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, DRCOG shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination, the reasons for such termination, and specifying the effective date thereof, at least 5 days before the effective date of such termination, unless a shorter time is set forth herein for any failure to fulfill Contractor's obligations.

1.15.2 Mutual Termination. The parties may terminate this Contract upon mutual written consent, which instrument shall set forth the effective date of the termination and any procedures to be followed incident to such mutual termination.

1.15.3 Termination for the Convenience of DRCOG. DRCOG may terminate this Contract at any time by giving written notice to the Contractor of such termination, which shall be effective upon receipt of the written notice. If the Contract is terminated by DRCOG as provided herein, the Contractor shall be entitled to receive compensation for services performed prior to the effective date of such termination, subject to such services being completed to the satisfaction of DRCOG, and except as provided in Section 6.0 of this Contract.

1.15.4 Project Material. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of DRCOG, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

1.15.5 Liability. Notwithstanding the above, the Contractor shall not be relieved of liability to DRCOG for damages sustained by DRCOG by virtue of any breach of the Contract by the Contractor, and DRCOG may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due DRCOG from the Contractor is determined.

1.16.1 Remedies. Where the Contractor violates or breaches terms of this Contract, DRCOG, at its discretion, shall terminate said Contract subject to the provisions hereinabove stated, and, in addition, may institute such administrative, contractual or legal remedies available to DRCOG as may be appropriate. In addition to the corrective actions set forth in section 1.16.2, DRCOG may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold payments pending correction of deficiency by the Contractor.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the Contract, including suspending the Contract and services provided under the Contract pending any audit or other investigation.
4. Withhold further Contracts with Contractor.
5. Take any other remedies that may be legally available.

1.16.2 Corrective Action. In the event the Contractor fails to expend by December 31 of the current fiscal year of the contract term at least forty percent (40%) of the contracted funds detailed in Section 5.1; fails to expend by March 31 of the current fiscal year of the contract term at least seventy percent (70%) of the contracted funds detailed in Section 5.1; or fails to provide adequate documentation as requested by DRCOG, or in the event DRCOG finds that Contractor is failing to conform to the terms and conditions of this Contract, then DRCOG may, in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require that a corrective action plan be prepared by a date specified by DRCOG and suspend payments under the Contract, such payments to begin only upon production by the Contractor of and compliance with a corrective action plan satisfactory to DRCOG. Further, DRCOG shall have the right, upon issuance of notice to the Contractor and without necessity of an Option Letter or amendment, to retain and reallocate to other contractors funds remaining under this Contract in the event of any termination or any failure of the Contractor to provide the service units listed in Attachment C in accordance with this Contract or any corrective action plan. Nothing in this subsection shall require that DRCOG accept a corrective action plan in lieu of exercising its rights to terminate this Contract.

1.16.3 Erroneous Payments. Unless prohibited by Federal or State law or regulation, any costs incurred by the Contractor that are later found to be disallowed or ineligible for payment under this Contract shall be reimbursed by the Contractor to DRCOG, or offset against current or future payments due by DRCOG to the Contractor, at DRCOG's election.

1.16.4 Provision of Services; Expenditure of Funds. DRCOG intends to require that the service units provided by Contractor pursuant to this Contract be provided throughout the entire duration of the fiscal year. As such, Contractor shall expend no more than sixty percent (60%) of the contracted funds detailed in Section 5.1 prior to December 31 of the then current fiscal year and no more than ninety percent (90%) of said funds prior to March 31 of the then current fiscal year without the express prior written consent of DRCOG. If Contractor fails to comply with these limitations, DRCOG may in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require a corrective action plan and suspend payments under the Contract pursuant to Section 1.16.2. Contractor understands and agrees that nothing in this section limits DRCOG's authority set forth in Section 6.0 of this Contract, including but not limited to, its authority to require the return of funds previously paid to Contractor for services provided hereunder because of sequestration.

THIS CONCLUDES the provisions of these supplementary terms and conditions.

EXHIBIT C
ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH AND HUMAN SERVICES REGULATION UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to Regulations of the Department of Health and Human Services (HHS) (45 CFR Part 80) issued pursuant to that title, and to comply with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and all requirements imposed by or pursuant to the Regulations of the HHS (45 CFR Part 84) issued pursuant to the Act, all as from time to time amended, to the end that, in accordance with Title VI, the Act and Regulations, no person in the United States shall, on the grounds of race, color, national origin, or non-qualified handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from DRCOG, a recipient of Federal financial assistance from HHS; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by DRCOG, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the Federal financial assistance is extended to it by DRCOG.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Contractor by DRCOG, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that DRCOG or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.

EXHIBIT D
INDEMNIFICATION & INSURANCE

Section 1. Indemnification.

To the extent allowable by law, the Contractor agrees to indemnify and hold harmless the State of Colorado, DRCOG, their officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any subcontractor or subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor or subcontractor of the Contractor, or which arise out of any workers' compensation claim of any employee of the Contractor or of any employee of any subcontractor or subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

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, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, C.R.S. § 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. The Contractor, by execution of this Contract containing this indemnification clause, is relying upon and does not waive the operation of any law concerning the Contractor's ability to indemnify.

Section 2. Insurance.

(a) The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D. Such insurance shall be in addition to any other insurance requirements imposed by this agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 of this Exhibit D by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

(b) Contractor shall procure and maintain, and shall cause each subcontractor hired to perform services under this Agreement pursuant to its' obligations herein to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to DRCOG.

All coverages shall be continuously maintained through the term of this contract to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D.

In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage for a period of three years

beyond the expiration of the contract. Evidence of qualified self-insured status may be substituted for the insurance requirements listed below.

(1) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this agreement, and Employers' Liability insurance with minimum limits of ONE HUNDRED THOUSAND DOLLARS (\$100,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease policy limit, and ONE HUNDRED THOUSAND DOLLARS (\$100,000) disease - each employee. Provide a waiver of subrogation in favor of DRCOG.

(2) General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal and advertising injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations, and shall provide for defense of sexual abuse and molestation claims for innocent insureds. The policy shall contain a severability of interests provision.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services.

(4) Security & Privacy Liability or Cyber Risk insurance to cover loss of Protected Health Information ("PHI") data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI with minimum annual limits as follows:

- Contractors with 10 or less clients **and** revenues of \$250,000 or less shall maintain limits on Privacy Liability Insurance of not less than \$50,000.
- Contractors with 25 or less clients **and** revenues of \$500,000 or less shall maintain limits on Privacy Liability Insurance of not less than \$100,000.
- Contractors with more than 25 clients **and** revenues of more than \$500,000 shall maintain limits on Privacy Liability Insurance of not less than \$1,000,000.

(c) Every policy required above shall be primary insurance, and any insurance carried by DRCOG, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph (1) above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

(d) A certificate of insurance evidencing coverage and naming DRCOG, its officers and its employees as additional insureds on the general liability and automobile liability policies shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by DRCOG prior to commencement of the agreement. In the case of qualified self-insurance status, DRCOG may require satisfactory evidence of sufficient funding for such purposes. The certificate shall identify this Contract and shall provide that coverages

afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to DRCOG. The completed certificate and/or evidence of qualified self-insured status must be sent with the signed Contract to:

Denver Regional Council of Governments
Attention: Contracts
1290 Broadway, Suite 100
Denver, Colorado 80203-5601

(e) Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this agreement upon which DRCOG may immediately terminate this agreement, or at its discretion, DRCOG may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by DRCOG shall be repaid by Contractor to DRCOG upon demand, or DRCOG may offset the cost of the premiums against any monies due to Contractor from DRCOG.

(f) DRCOG reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(g) The parties hereto understand and agree that DRCOG is relying on, and does not waive or intend to waive by any provision of this agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et. seq., C.R.S., as from time to time amended, or otherwise available to DRCOG, its officers, or its employees.

(h) Notwithstanding the above provisions, the Contractor, if a governmental entity, may elect to self-insure for any of the coverage areas required by subsections (b)(1) – (b)(3) of this Section 2. In such case, the Contractor shall maintain a claims fund that is available solely to pay claims against the Contractor that are proven or otherwise settled by the Contractor in its sole discretion. Such claims fund is intended for and available for only those purposes and is not available or allocated to fund a commitment or obligation, if any, or to defend or indemnify any party. Payments out of such funds may require approval by the Contractor's governing body. It is understood and agreed that a commitment by the Contractor to self-insure by the creation of said claims fund does not commit the Contractor to otherwise appropriate funds to fund self-insurance for this Contract or for any other commitment of the Contractor, and it is further understood and agreed that the Contractor has not appropriated funds for such purpose. In case of such election to self-insure, the Contractor shall itself provide DRCOG with written confirmation of the Contractor's self-insured status and the existence of said claims fund.

EXHIBIT E
APPROVED SUBCONTRACTORS

Subcontractor(s) will be incorporated into this contract only by written approval from the State Unit on Aging through DRCOG. Upon State approval and contract execution by both parties, approved Subcontractors shall be made part of this Contract and legally bound to all applicable provisions herein.

EXHIBIT F
FIXED ASSETS

Note: This Exhibit F is applicable only to contracts that include funding of a fixed asset acquisition approved by DRCOG.

1.0 FIXED ASSETS

DRCOG hereby approves the acquisition of the fixed assets described in Contractor's Proposal, which is herein incorporated by reference and made a part of this Contract. Fixed assets may include (1) real property (land, buildings, and building improvements); (2) leasehold improvements (remodeling or redecorating of rented or leased spaces); and (3) tangible personal property (office furniture, kitchen equipment and vehicles) with a useful life of more than one year and an acquisition cost greater than \$5,000 per unit.

1.1 Real Property. Title to any real property shall vest in Contractor subject to the condition that the Contractor shall use the real property for the authorized purpose of the project as long as it is needed and shall not encumber the property without approval of DRCOG.

1.2 Equipment. Title to equipment shall vest in Contractor subject to the following conditions:

1. Contractor shall not use equipment acquired hereunder to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services. All user charges shall be treated as program income.

2. Contractor shall use the equipment in the project as long as needed, whether or not the project continues to be supported by Federal or State funds, and shall not encumber the equipment without the approval of DRCOG. When no longer needed for the original project, the Contractor shall use the equipment in compliance with applicable Federal and State regulations.

3. Contractor shall make the equipment available for use on other projects or programs if such other use will not interfere with the work on the program for which the equipment was originally acquired. First preference for such other use shall be given to other programs, projects, or activities sponsored by DRCOG. Use by others shall be in preference order consistent with applicable Federal and State regulations.

4. When acquiring replacement equipment, Contractor may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment, subject to the approval of DRCOG.

5. Contractor shall maintain accurate equipment records and shall take a physical inventory of equipment and reconcile the results with the equipment records annually. Any discrepancies between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the differences. Contractor shall annually verify the existence, current utilization, and continued need for the equipment. Contractor shall submit to DRCOG annually a property inventory report for all fixed assets acquired under this Contract in the form attached hereto as Exhibit 1.

6. Contractor shall maintain a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Contractor shall implement adequate maintenance procedures to keep the equipment in good condition. In the event the Contractor no longer

needs the equipment, Contractor shall contact DRCOG for instructions. In such event, DRCOG reserves the right to order the transfer of title of the equipment to the Federal Government or to a third party named by DRCOG when such third party is otherwise eligible.

1.3 Supplies. Title to supplies shall vest in the Contractor upon acquisition. Contractor shall not use supplies acquired under this Contract to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services, unless authorized by DRCOG. User charges shall be treated as program income.

2.0 ACQUISITION OF FIXED ASSETS

2.1 Contractor shall acquire the fixed assets as set forth in its Proposal in compliance with all applicable procurement standards set forth in either State or Federal regulations. Contractor is the responsible authority, without recourse to DRCOG, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this Contract.

2.2 Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of Contractor shall participate in the selection, award, or administration of a contract supported by this Contract if a real or apparent conflict of interest would be involved. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub agreements.

2.3 All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Contractor, price, quality and other factors considered.

2.4 Contractor shall establish written procurement procedures in compliance with 45 CFR § 74.44.

3.0 ADMINISTRATIVE REQUIREMENTS

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of Rule Manual Volume 10, 45 CFR Part 74 and 45 CFR Part 92, as applicable, regarding acquisition, use and disposition of fixed assets.

4.0 INSURANCE

In addition to Contractor's obligations to maintain insurance as set forth in the Contract, Contractor shall maintain, at a minimum, insurance coverage adequate to cover the replacement value of all fixed assets.

5.0 USE OF FIXED ASSETS

Fixed assets shall be used for the purposes set forth in this Contract and the Contractor's proposal. Fixed assets may be used on a part-time basis for non-contract purposes as follows:

1. By nonprofit agencies, provided that: (1) a minimum usage fee is charged in accordance with Program Income requirements pursuant to Rule Manual Volume 10; and (2)

the part-time usage does not conflict with the use of the equipment for the purposes of the Contract.

2. By profit-making organizations, provided that: (1) a usage fee equal to or greater than the prescribed minimum is charged; (2) usage does not conflict with the use of the equipment for purposes of the Contract; and (3) prior approval has been obtained from DRCOG.

6.0 DISPOSITION OF FIXED ASSETS

6.1 Real Property. In the event that the Contractor determines that real property acquired under this Contract is no longer needed for the purpose of the original project, Contractor shall obtain written approval from DRCOG for the use of the real property in other Federally-sponsored projects. Use in other projects shall be limited to those Federally-sponsored projects or programs that have purposes consistent with those authorized for support by DRCOG. If the real property is no longer needed for a Federally-sponsored project, then Contractor shall request disposition instructions from DRCOG or its successor.

6.2 Equipment. In the event Contractor determines that equipment acquired under this Contract is no longer needed for the purpose of the project, Contractor may use the equipment for other activities as follows: for equipment with a current per unit fair market value of \$5,000 or more, the Contractor may retain the equipment for other uses provided that compensation is made to DRCOG. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the equipment. If the recipient has no need for the equipment, the recipient shall request disposition instructions from DRCOG.

6.3 Supplies. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project and the supplies are not needed for any other Federally-sponsored program, the Contractor shall retain the supplies for use on non-Federally sponsored activities or sell them, but shall, in either case, compensate DRCOG for its share. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the supplies.

6.4 These provisions regarding disposition of fixed assets shall survive termination of the Contract.

7.0 HHS GRANT

It is agreed by the above parties that should the Department of Health and Human Services ("HHS") or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto.

8.0 CHANGES

Any changes, including any increase in the amount of this Contract, which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in written amendments to this Contract.

9.0 TERMS AND CONDITIONS

The parties agree that this Contract is also subject to the provisions set forth in the Contract between DRCOG and Contractor. If Contractor does not comply with the requirements set forth herein or in the Contract, Contractor agrees to return the value of the fixed assets to DRCOG.

**DENVER REGIONAL COUNCIL OF GOVERNMENT
AREA AGENCY ON AGING
PROPERTY INVENTORY FORM**

Inventory Tag Number: _____ Date of physical inventory: _____

Description:

Manufacturer's serial number, model number, or other identification number:

Source of equipment (include award number):

Title in (check one):

Contractor

DRCOG

Federal Government

State

Acquisition Date: _____ Acquisition Cost: _____

Percentage of DRCOG share in cost of equipment (attach documentation to calculate percentage): _____

Location of equipment:

Condition of equipment: _____

Unit acquisition cost: _____

Ultimate disposition data:

Signature: _____

Date: _____

EXHIBIT G
OPTION LETTER-SAMPLE

THIS OPTION LETTER is made and entered into this _____ day of _____, 20____ by and between Denver Regional Council of Governments (“DRCOG”) and _____ (the “Contractor”) and shall extend/and or amend the terms of the contract referenced herein (the “Contract”).

NOW THEREFORE, in consideration of the recitals, promises, payments, covenants, and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, DRCOG and Contractor hereby agree to the following extension and/or amendments to said Contract:

Contract Name: _____ Original Contract Date: _____

Contractor Address: _____

Contract Number: _____ Project Number: _____

Term End Date is Hereby Extended to: _____

Funding levels and updated Scope/units for the fiscal year are provided in the attached AAA Supplemental Contract Information, which by reference is made a part of the original contract.

IN WITNESS WHEREOF, DRCOG and Contractor have executed this Option Letter as of the day and year first above set forth.

**DENVER REGIONAL COUNCIL
OF GOVERNMENTS**

CONTRACTOR NAME

By: _____
Douglas W. Rex
Acting Executive Director

By: _____

ATTEST:

ATTEST:

By: _____
Roxie Ronsen
Administrative Officer

By: _____

EXHIBIT H

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract between the Denver Regional Council of Governments ("DRCOG"), Area Agency on Aging, and "Contractor". For purposes of this Addendum, DRCOG, Area Agency on Aging, is referred to as "AAA" and the Contractor is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

- A. AAA entered into a HIPAA Business Associate Addendum ("State Addendum") with the Department of Human Services, Division of Aging and Adult Services ("Covered Entity" or "CE") as required by the HIPAA Regulations, the Privacy Rule (defined below), which requires the CE, prior to disclosing protected health information to AAA, to enter into a contract containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Addendum.
- B. Associate, as a sub-grantee of AAA, has access to certain information, some of which may constitute Protected Health Information ("PHI") (defined below).
- C. As a subgrantee with access to PHI, Associate is a Business Associate and subject to obligations with respect to PHI under HIPAA in the same manner as the State Addendum.
- D. AAA and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, as amended.

The parties agree as follows:

1. Definitions.

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 CFR Parts 160 and 164, as amended ("Privacy Rule"). In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

b. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

c. "Protected Information" shall mean PHI provided by CE or AAA to Associate or created or received by Associate on CE's or AAA's behalf.

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE or AAA, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE or AAA, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 CFR Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to immediately notify Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards consistent with applicable law as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall maintain a comprehensive written information privacy and security program consistent with applicable law that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to AAA in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE and AAA as third party beneficiaries with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to AAA by the deadline specified in a written request by AAA so that AAA may comply with any request(s) by CE to AAA for inspection and copying of records to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524.

g. Amendment of PHI. By the deadline specified in a written request from AAA for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to AAA to provide to CE so that CE may fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526. If any individual

requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify AAA in writing within two (2) days of receipt of the request.

h. Accounting Rights. By the deadline specified in written notice by AAA of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to AAA the information required to provide an accounting of disclosures so that AAA may forward such accounting disclosures on to CE so that CE may fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528. As set forth in, and as limited by, 45 CFR Section 164.528, Associate shall not provide an accounting to AAA of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR Section 164.506; (ii) to individuals of Protected Information about them as set forth in 45 CFR Section 164.502; (iii) pursuant to an authorization as provided in 45 CFR Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (v) for national security or intelligence purposes as set forth in 45 CFR Section 164.512(k)(2); or (vi) to correctional institutions or law enforcement officials as set forth in 45 CFR Section 164.512(k)(5). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) days of the receipt of the request forward it to AAA in writing, which will forward such request to CE. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to AAA a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary. AAA shall subsequently provide such information to CE.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary, to the extent practicable, to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 CFR Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Notwithstanding Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years after termination of the Contract.

m. Associate's Insurance. Associate shall maintain casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify AAA within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, Associate and its agents or subcontractors shall allow CE or AAA to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to AAA pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by AAA, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of AAA.

a. Safeguards During Transmission. AAA shall be responsible for using appropriate safeguards consistent with applicable law to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. AAA shall provide Associate with a copy of any notices of changes that it receives from the State pursuant to the State Addendum, including the following: 1) notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Associate's use or disclosure of Protected Information; 2) any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted or required uses or disclosures; and 3) to the extent that it may affect Associate's permitted use or disclosure of PHI, any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 CFR Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's web site. Associate shall monitor CE's designated web site for notice of changes to CE's HIPAA privacy policies and practices.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by AAA, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by AAA pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, AAA may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, AAA may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from AAA, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which AAA has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by AAA shall be at the Contract price. In the event of a material breach under paragraph 4a, AAA may withhold amounts due Associate as AAA deems necessary to protect AAA against loss from third party claims of improper use or disclosure and to reimburse AAA for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If AAA knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then AAA shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, AAA shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, AAA shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to AAA that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide AAA notice of the conditions making return or destruction infeasible. Upon mutual agreement of AAA and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c),

2(d) and 2(e) of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. AAA shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law. Associate acknowledges and agrees that in the event of such impermissible use or disclosure of Protected Information, AAA may seek injunctive relief if: (1) AAA will suffer real, immediate, and irreparable injury which will be prevented by injunctive relief; (2) that AAA has no plain, speedy, and adequate remedy at law; (3) that the granting of a preliminary injunction will promote the public interest in privacy rather than disserve the public interest; (4) that the balance of equities always favors the injunction in such cases; (5) that the injunction will preserve the status quo pending a trial on the merits; and (6) that AAA shall not be required to demonstrate a reasonable probability of success on the merits in order to obtain injunctive relief.

6. No Waiver of 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, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. AAA makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. This Addendum may be amended upon written notice by AAA to Associate, provided that such amendment is necessary to assure ongoing compliance with the State Addendum, HIPAA, the Privacy Rule and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE and AAA must receive satisfactory written assurance from Contractor that Contractor will adequately safeguard all Protected Information. Upon the request of any party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. AAA may terminate this Contract upon thirty (30) days written notice in the event (i) Contractor does not promptly enter into negotiations to amend this Contract when requested by CE or AAA pursuant to this Section or (ii) Contractor does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE or AAA, in their discretion, deem sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE or AAA, at no cost to CE or AAA, to testify as witnesses, or otherwise, in the

event of litigation or administrative proceedings being commenced against AAA, its directors, officers or employees based upon a claimed violation by associate, its subcontractors, employees or agent of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI covered by this Addendum, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. The Department of Human Services, Division of Aging and Adult Services, is a Third Party Beneficiary to this Agreement with rights of enforcement and indemnification in the event of any violation of the Contract. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than The Department of Human Services, Division of Aging and Adult Services, CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate.

15. Representatives and Notice.

a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

AAA Representative:

Name: Sharon Day
Title: Financial Compliance Coordinator
Department and Division: DRCOG, Area Agency on Aging
Address: 1290 Broadway, Suite 100
Denver, CO 80203-5601

Contractor/Business Associate Representative:

Name: _____
Title: _____
Department/Division: _____
Address: _____

ATTACHMENT A to EXHIBIT H

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract between DRCOG and Contractor and is effective as of November 1, 2009 (the "Attachment Effective Date"). This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows: _____
None except as otherwise directed in writing by DRCOG

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows: _____
None except as otherwise directed in writing by DRCOG

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract: _____
None except as otherwise directed in writing by DRCOG

4. Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt: Upon the effective date of the contract

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information: _____
As may be directed in writing by DRCOG or the State

6. Additional Terms. [This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]
None

EXHIBIT I
E-VERIFY FEDERAL CONTRACTOR RULE
EMPLOYMENT ELIGIBILITY VERIFICATION

(a) *Definitions.* As used in this clause—

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

Exhibit J

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Contractor:

By _____

Title: _____

Date

* This Exhibit J shall not apply to the following types of contracts: (1) intergovernmental agreements; (2) agreements for information technology services or products and services; (3) agreements relating to the offer, issuance, or sale of securities; (4) agreements for investment advisory services or fund management services; (5) any grant, award, or contract funded by any federal or private entity for any research or sponsored project activity of an institution of higher education or an affiliate of an institution of higher education that is funded from moneys that are restricted by the entity under the grant, award, or contract, pursuant to C.R.S. § 8-17.5-101(6)(b).

Attachment B



ACH Payment Request Form

Email request to: Accounts payable@drcog.org

Section 1 Your Company Information:

Company Name: _____ Vendor ID (if known): _____
Requested by: _____ Telephone Number: _____

Email address/es (this is for payment confirmation): _____

Section 2 Bank Information:

Name of Financial Institution: _____
Routing Number: _____
Account Number: _____

ACH Information: By submitting this form, you authorize DRCOG to initiate ACH transactions to the account noted above.

For Internal Use Only

Input in GP: _____
Prenote completed: _____ Verified by: _____

Attachment C - AAA Supplemental Contract Information

Provider:	Adams County for A-LIFT Community Transit
Contract Title:	A-LIFT Community Transit Program
Contract Number:	EX17003

Service	Contracted Funds	Local Cash	Local In Kind	Reimbursement Rate	Program Income
Assisted Transportation	\$390,000.00	\$43,333.33	\$0.00	\$23.40	\$5,000.00
Contract Totals	\$390,000.00	\$43,333.33	\$0.00		\$5,000.00

Total Unduplicated Clients	450
-----------------------------------	-----

Scope/Units

Service	Adams	Arapahoe	Broomfield	Clear Creek	Denver	Douglas	Gilpin	Jefferson	Total Units
Assisted Transportation	16,067	500	100	-	-	-	-	-	16,667

Non-compensated Units

Service	Units
Information and Assistance	1000
Outreach	500

Service Definition

Compensated

Assisted Transportation: Unit: 1 One-way trip

Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

Non-compensated

Information and Assistance: Unit: 1 Contact

A service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if information is requested and supplied.

Outreach: Unit: 1 Contact

Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their care givers) and encouraging their use of existing services and benefits.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 15, 2017
SUBJECT: Time to Change Lease Agreement Renewal
FROM: Raymond H. Gonzales, Interim County Manager Patti Duncan, Interim 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 Amendment One to the Lease Agreement with Time to Change, Inc.

BACKGROUND:

An allocation letter from the State of Colorado has provided the funding for Fiscal Year 2017/2018 to pay for program services, correctional treatment funds and facility payments for approved community corrections clients.

The Adams County Community Corrections Board (ACCCB) and Time to Change, Inc., mutually desire to renew the lease agreement between the County (“Lessor”) and it’s real property located at 8031 I-76 Service Road, Henderson, Colorado 80640 (“Leased Premises”) and Time to Change, Inc., (“Lessee”). This Amendment One will extend the term of the lease agreement through June 30, 2018.

Time to Change agrees to pay the County based on the following previously agreed upon, unchanged rates:

- | | | |
|------|--------------------------------|--------------------------------|
| I. | 0-50 Resident Offenders | \$0.00 per average service day |
| II. | 51-60 Resident Offenders | \$1.00 per average service day |
| III. | 61-70 Resident Offenders | \$2.40 per average service day |
| IV. | 71-80 Resident Offenders | \$3.80 per average service day |
| V. | 81-90 Resident Offenders | \$5.20 per average service day |
| VI. | 91-100 Resident Offenders | \$6.60 per average service day |
| VII. | 101 or more Resident Offenders | \$8.00 per average service day |

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Community Corrections Board (ACCCB)
Division of Criminal Justice (DCJ)
17th Judicial District Courts/Probation
Colorado Department of Corrections (DOC)
Purchasing Division
Facilities and Fleet Management

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: 1

	Object Account	Subledger	Amount
Current Budgeted Revenue:	6736.7		\$*
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$*</u>

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

- The amount of rent to be received is based upon occupancy. It is anticipated that as the facility increases the placement of clients, the amount of revenues received will grow. Anticipated

revenues ranging from \$350k-\$450k+ are possible depending on funding from the State of Colorado for community corrections programs.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND TIME TO CHANGE, INC., FOR THE ADAMS COUNTY
OPPORTUNITY CENTER LEASE

WHEREAS, pursuant to C.R.S. § 17-27-101, *et seq.*, the Adams County Board of County Commissioners has contracted with the Colorado Department of Public Safety, Division of Criminal Justice (“DCJ”) to provide community corrections program services to the State of Colorado’s 17th Judicial District; and,

WHEREAS, Adams County entered into a lease agreement for the real property located at 8031 I-76 Service Road, Henderson, Colorado 80640 with Time to Change, Inc.; and,

WHEREAS, by means of Amendment One, the Adams County Community Corrections Board and Time to Change, Inc., mutually desire to renew the lease agreement for one additional year; and,

WHEREAS, Time to Change, Inc., agrees to pay the County based upon the original agreed upon fee schedule.

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 Time to Change, Inc., for the property lease be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One with Time to Change, Inc., after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 15, 2017
SUBJECT: Community Corrections Program Services
FROM: Raymond H. Gonzales, Interim County Manager Patti Duncan, Interim 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 the Notice of Renewal with Time to Change, Inc., for the provision of community corrections services.

BACKGROUND:

The County has entered into a five year master contract with the Department of Public Safety, Division of Criminal Justice to provide community corrections program services for the 17th Judicial District effective dates of July 1, 2014 - June 30, 2019. An allocation letter from the State of Colorado has provided the funding for Fiscal Year 2017/2018 to pay for program services, correctional treatment funds and facility payments for approved community corrections clients.

The County awarded an agreement to Time to Change, Inc., (TTC) on April 26, 2016 in response to a Request for Proposal to provide community corrections services issued in January of 2016. TTC has been instrumental in restoring community corrections program services that were lost upon the closure of the Phoenix Center facility in July of 2015.

The Adams County Community Corrections Board (ACCCB) and Time to Change, Inc., mutually request the renewal of the current agreement for one additional year.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

- Adams County Community Corrections Board (ACCCB)
- Division of Criminal Justice (DCJ)
- 17th Judicial District Courts/Probation
- Colorado Department of Corrections (DOC)
- Purchasing Division
- Facilities and Fleet Management

ATTACHED DOCUMENTS:

Resolution
State Allocation Letter for FY1718

FISCAL IMPACT:

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

Fund: 00001
Cost Center: 9275,9277,9302

	Object Account	Subledger	Amount
Current Budgeted Revenue:	Various		\$6,141,003
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$6,141,003</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	Various		\$6,141,003
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>\$6,141,003</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE NOTICE OF RENEWAL TO THE AGREEMENT
BETWEEN ADAMS COUNTY AND TIME TO CHANGE, INC., FOR COMMUNITY
CORRECTIONS PROGRAM SERVICES

WHEREAS, pursuant to C.R.S. § 17-27-101, *et seq.*, the Adams County Board of County Commissioners has contracted with the Colorado Department of Public Safety, Division of Criminal Justice (“DCJ”) to provide community corrections program services to the State of Colorado’s 17th Judicial District; and,

WHEREAS, Time to Change, Inc., was awarded an agreement in 2015 to provide community corrections services for the 17th Judicial District; and,

WHEREAS, by means of the attached Notice of Renewal the Adams County Community Corrections Board and Time to Change, Inc., mutually desire to renew the agreement for one additional year; and,

WHEREAS, DCJ has provided funding for residential and non-residential community corrections program services, treatment support services and facility payments for state fiscal year 2017-2018; and,

WHEREAS, residential and non-residential community corrections program services, treatment support services and facilities provide a benefit and service to the citizens of Adams County and the 17th Judicial District.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Notice for Renewal to the Agreement between Adams County and Time to Change, Inc., for community corrections program services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the Notice of Renewal with Time to Change, Inc.

ALLOCATION LETTER

CT # 612

Date: 7/1/2017	Original Contract CMS #: 68074	Allocation Letter # 4	CMS Routing # 102132
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TO: Board of Adams County c/o Community Corrections Board

In accordance with Section 7.A of the Original Contract between the State of Colorado, Division of Criminal Justice, Community Corrections, and Board of Adams County c/o Community Corrections Board July 1, 2017 and ending on June 30, 2018, the undersigned commits the following funds to the Grant:

1. Payment for the period July 1, 2017 through June 30, 2018, will be made as earned, in whole or in part, from available State funds encumbered in an amount not to exceed **\$6,141,003.12** to be allocated as follows :

<u>\$2,570,403.00</u>	for Residential Diversion services for community corrections offenders, payable at a daily community rate of \$42.68 per offender; and, (165 beds)
<u>\$2,414,621.00</u>	for Residential Transition services for community corrections offenders, payable at a daily community corrections rate of \$42.68 per offender; and, (155 beds)
<u>\$ 124,625.60</u>	for Residential Parole services for community corrections offenders, payable at a daily community corrections rate of \$42.68 per offender; and, (8 beds)
<u>\$ 136,218.00</u>	for Non-Residential Diversion services for offenders not to exceed an average of \$6.22 per day per offender; and, (60 slots)
<u>\$ 290,000.00</u>	for Treatment Support and,
<u>\$ 359,561.66</u>	for Facility Payments to be disbursed as outlined in Statewide Facility Payments Policy for FY18 and,
<u>\$ 245,573.86</u>	for Community Corrections Board Administration by the Contractor.

2. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
3. Funds allocated in this Allocation Letter are for services rendered during the current contract period and cannot be used to pay for community corrections services provided in prior or future fiscal years.

4. Any unexpended funds allocated or advanced to the Contractor by the Allocation Letter shall be reverted to the State no later than August 31, 2018.

This Allocation Letter does not constitute an order for services under this Grant. The effective date of hereof is upon approval of the State Controller or July 1, 2017, whichever is later.

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Colorado Department of Public Safety
Stan Hilkey Executive Director

Joe Thome
By: Joe Thome, Director

Date: 6/7/17

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: *Dwight Barnes, Delegate*
~~Colorado Department of Public Safety~~

Date: 6/26/17



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 15, 2017
SUBJECT: Consolidation of Accela, Inc., Software Maintenance Agreements
FROM: Raymond H. Gonzales, Interim County Manager; Patti Duncan, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Information Technology and Innovation 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 consolidation of annual maintenance agreements for the Accela, Inc., software suite of products.

BACKGROUND:

The Accela, Inc., software suite of products includes Land Management, Citizen Access, Mobile Office and Accela GIS. This suite is used by Adams County for all land case management and permitting activities. The County went live with the Accela, Inc., platform in 2009, and the software plays an integral role in the day to day operations for Community and Economic Development, Public Works and Parks and Open Space departments.

The Accela Land Management module is used to administer all land cases including building, planning, construction management and code enforcement. This software also issues all related permits in these areas. Accela Citizen Access is the engine behind the County's new ePermit Center allowing citizens to apply and pay for all building permits online. Accela Mobile Office provides inspectors mobile access while in the field performing inspections. Accela GIS interacts with spatial data from GIS maps to provide accurate mapping information.

The Accela, Inc., footprint at the County has grown with additional licenses purchased throughout the year. The Information Technology and Innovation Department wishes to streamline the billing of the maintenance agreements for the Accela, Inc., software suite of products together on a single annual invoice. Staff recommends that the consolidation of the Accela, Inc., maintenance agreements be approved in the not to exceed amount of \$109,459.59.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Information Technology and Innovation 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: 0001
Cost Center: 1057

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7825		\$800,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$800,000

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A PURCHASE ORDER FOR THE CONSOLIDATION OF
MAINTENANCE AGREEMENTS FROM ACCELA, INC.

WHEREAS, the County holds multiple agreements with Accela, Inc., for the maintenance of applications including Land Management, Citizen Access, Mobile Office and Accela GIS; and,

WHEREAS, it is in the best interest of the County to consolidate the multiple maintenance agreements into one annual invoice for the Accela, Inc., software suite; and,

WHEREAS, Accela, Inc., has agreed to consolidate the existing maintenance agreements for a not to exceed invoice amount of \$109,459.59.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that a Purchase Order to Accela, Inc., for the consolidation of the existing maintenance agreements be approved.

BE IT FURTHER RESOLVED, that the Chair hereby authorizes the Purchasing Division to sign the Purchasing Order with Accela, Inc., after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 15, 2017
SUBJECT: Parking Lot Repair
FROM: Raymond H. Gonzales, Interim County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Facility Operations 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 a bid award to Straight Line Sawcutting, Incorporated for County-wide parking lot repairs.

BACKGROUND:

There are numerous County-wide parking lot repair projects approved in the 2017 budget. A formal Invitation for Bid (IFB) was posted on the Rocky Mountain E-Purchasing System (Bidnet). Bids were opened June 27, 2017, to consider providers for parking lot repairs throughout Adams County. Two firms submitted bids as follows:

- A-1 Chip Seal, Denver, Colorado: \$296,750.75
- Straight Line Sawcutting Incorporated (Inc.), Denver, Colorado: \$280,210.50

After a thorough review of the received bids, it was determined that Straight Line Sawcutting Inc., was determined to be the lowest most responsive and responsible bidder.

The recommendation is to award an agreement with Straight Line Sawcutting Inc., for a not to exceed amount of \$280,210.50 for parking lot repairs.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facility Operations Department

ATTACHED DOCUMENTS:

Resolution

Revised 06/2016

FISCAL IMPACT:

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

Fund: 1
Cost Center: 1132

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7845		\$453,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/> <u>\$453,000.00</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING AN AGREEMENT TO STRAIGHT LINE SAWCUTTING
INCORPORATED FOR COUNTYWIDE PARKING LOT REPAIRS

WHEREAS, Straight Line Sawcutting Inc., submitted a bid on June 27, 2017, to provide repairs for multiple parking lots throughout Adams County; and,

WHEREAS, it was deemed that Straight Line Sawcutting Inc., was the lowest most responsive and responsible bidder; and,

WHEREAS, Straight Line Sawcutting Inc., agrees to provide parking lot repairs for a total contract amount of \$280,210.50.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to Straight Line Sawcutting Inc., to provide repairs to multiple parking lots throughout the County.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign the agreement after negotiation and approval as to form is completed by the County Attorney's Office.



Regional Affairs Department

County Manager's Office
4430 S. Adams County Parkway
5th Floor, Suite C5300
Brighton, Colorado 80601

MEMORANDUM

TO: Adams County Board of Commissioners

FROM: Abel Montoya, Director Regional Affairs

THROUGH: Ray Gonzales, Interim County Manager

RE: Intergovernmental Agreement (IGA) between Adams County, City of Aurora and the Aerotropolis Area Coordinating Metropolitan District establishing the Aerotropolis Regional Transportation Authority (RTA)

DATE: August 15, 2017

The City of Aurora, Adams County and the Aerotropolis Area Coordinating Metropolitan District (Initial Members) are exploring the possibility of establishing a regional transportation authority (RTA) south of Denver International Airport. The fundamental purpose of a regional transportation authority is to finance, construct, operate, and/or maintain regional transportation systems within the authority's boundaries. § 43-4-605(1)(f), C.R.S. The term, "regional transportation system" is broadly defined to include any property, improvement, or system that transports or conveys people or goods by any means, whether it be automobile, truck, bus, rail, air, or gondola. § 43-4-603(16), C.R.S. The initially boundary is generally located north of I-70, east of E-470, west of Powhaton Road, and south of 56th avenue. The legal description and map of the proposed boundaries are attached for reference.

The intent of the public hearing is to provide the public an opportunity to comment on the proposed IGA and RTA. A second public hearing is required to be held and that hearing is scheduled for Tuesday, August 22, 2017 at 9:30 AM at the Adams County Government Center. Notice of the two hearings has been posted in the Denver Post and has met the statutory notice requirements of it being posted for at least 10 days prior to the hearings.

An Intergovernmental Agreement (IGA) between the members is contemplated to plan the funding, design, construction and operation of regional infrastructure, including new interchanges on E-470 and I-70 and construction of significant arterial roads within the boundaries of the proposed Authority. The construction of Public/private Infrastructure activities would be required to be processed in accordance with the applicable federal, state, city and county regulations and approval criteria which may require additional agreements in accordance with standard operating practices and State law. The potential infrastructure can be found in the draft IGA.

The initial members would need to approve an Intergovernmental Agreement to establish the RTA, and place one or more questions to, levy taxes, and authorize debt on the ballot for consideration by registered voters within the boundaries of the proposed authority. A



Regional Affairs Department

County Manager's Office
4430 S. Adams County Parkway
5th Floor, Suite C5300
Brighton, Colorado 80601

MEMORANDUM

regional transportation authority is a political subdivision of the State of Colorado created under the authority granted by the Regional Transportation Authority Law, Section 43-4-601, et seq., C.R.S. An authority is established by contract between two or more cities, two or more counties, or one or more cities and one or more counties. §§ 43-4-602(4) and 43-4-603(1), C.R.S. A special district may be a party to the IGA, provided that the district is organized with street improvement, safety protection, or transportation powers. § 43-4-602(4)(a), C.R.S. The parties' status meets these requirements.

The RTA is planned to coincide with a new development named Aurora Highlands which is planned to be constructed over the course of twenty years in the boundaries of the City of Aurora and is subject to the City of Aurora's Development Review Process. The Aurora Highlands is contemplated to be a multi-use, master planned community that will eventually cover approximately 5,000-acres of development including; approximately 23,000 homes with 60,000 residents, parks, trails, commercial retail, corporate campus, a medical campus, and class-A office space. Plans include affordable housing units among the multi-family and single family homes. Proposed home prices tentatively range from \$200,000 to more than \$1 million.

A regional transportation authority is vested with the power to raise revenue by several available methods. For example, an authority may charge tolls, rates and fees for the privilege of traveling on any regional transportation system. § 43-4-605(1)(d), C.R.S. It may also impose an annual motor vehicle registration fee in an amount not to exceed \$10.00 for each motor vehicle registered by residents of the authority. § 43-4-605(1)(i), C.R.S. Subject to voter approval, an authority may levy a sales and use tax at a rate not to exceed 1.00% and/or a lodgers' tax at a rate not to exceed 2.00% on taxable transaction that occur within its boundaries. §§ 43-4-605(1)(i.5) and (j), C.R.S. Likewise, a regional transportation authority may utilize a variety of means to finance regional transportation systems. Subject to voter approval, an authority may issue bonds payable from all or a specified portion of the authority's revenues.

At present, there are five regional transportation authorities that have been established throughout the state. Those regional transportation authorities include the Roaring Fork Transportation Authority, Pikes Peak Rural Transportation Authority, Gunnison Valley Rural Transportation Authority, South Platte Valley Regional Transportation Authority, and the Baptist Road Rural Transportation Authority.

The specific potential contributions from Adams County and the city of Aurora are currently being negotiated. The County and City intend to finalize the negotiations regarding potential contributions to the RTA within the next couple of weeks.

INTERGOVERNMENTAL AGREEMENT

AMONG

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF
ADAMS,

THE CITY OF AURORA

AND

THE AEROTROPOLIS AREA COORDINATING
METROPOLITAN DISTRICT

ESTABLISHING

THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

--- WORKING DRAFT AS OF AUGUST 3, 2017 ---

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- B Boundaries
- C Ballot Questions
- D Phasing Plan
- E Funding Sources

ESTABLISHING AGREEMENT
FOR THE
AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

This Establishing Agreement (“Agreement”) is made and entered into as of _____, 2017, by and among the COUNTY OF ADAMS, a political subdivision of the State of Colorado, the CITY OF AURORA, a home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, and the AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT, a political subdivision of the State of Colorado and quasi-municipal corporation (collectively, “Initial Members or Members”)

RECITALS

WHEREAS, the Colorado Aerotropolis Visioning Study (“Study”), funded by a Federal Highway Administration grant and completed in 2016, collaboratively engaged local jurisdictions to determine the land use and infrastructure requirements that could enhance economic development surrounding Denver International Airport (“DIA”).

WHEREAS, the Study describes the economic potential of areas surrounding DIA;

WHEREAS, the Study found an infrastructure framework for transportation is critical to fostering and supporting economic development surrounding DIA;

WHEREAS, the Study recommended the formation of a regional entity to make investments in regional infrastructure;

WHEREAS, the County participated in the Study;

WHEREAS, the County and the City believe strategic partnerships to proactively plan the funding, design, construction and operation of regional infrastructure to make additional land available for development will create favorable market conditions to attract new commercial activity and housing to support employment growth;

WHEREAS, current funding mechanisms are inadequate to improve the existing transportation infrastructure;

WHEREAS, pursuant to the Regional Transportation Authority Law, C.R. S. 43-4-601 et seq., as amended (the “Act”), Colorado counties and municipalities are authorized to establish, by contract, regional transportation authorities, which are authorized to finance, construct, operate and maintain transportation systems;

WHEREAS, the Members have the additional authority pursuant to Colorado Constitution Art. XIV, § 18(2)(a) and C.R.S. § 29-1-203 to cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, including the sharing of costs, the imposition of taxes, or the incurring of debt;

WHEREAS, the Members support the orderly and planned extension of urban services; and

WHEREAS, in furtherance of supporting the public interest and economic health of the region, the Members desire to create a separate legal entity to effectuate the goals of fostering and supporting economic development through the expansion and creation of transportation improvements;

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals and the mutual covenants set forth below, the Members hereby agree as follows:

ARTICLE I. DEFINITIONS

1.01 Definitions. Unless otherwise defined in this Agreement, the words defined in Section 602 of the Act, when capitalized herein, shall have the meanings set forth in the Act and such definitions are incorporated herein. Terms shall, when capitalized, have the following meanings:

“Alternate Director” means any person appointed as an Alternate Director pursuant to Section 3.03 hereof.

“Authority” means the Aerotropolis Regional Transportation Authority.

“Ballot Question” means and includes each of the draft ballot questions set forth in Exhibit C.

“Board” means the Board of Directors of the Authority.

“Bond” means any bond, note, loan, indebtedness, interim certificate, contract, reimbursement agreement, financial commitment, debt or other obligation of the Authority.

“Boundaries” means the boundaries of the Authority as set forth in Exhibit B, attached hereto and incorporated herein, as such Exhibit may be amended from time-to-time in accordance with Article VII.

“Budgetary Covenant” means the covenant given herein by the City, the County and the District in Section 5.01 hereof, requiring the City Manager, County Administrator or other officer charged with responsibility for preparation of the budget to prepare and submit annually to their respective Governing Bodies a request to include in the budget and appropriate the revenues generated by each funding source identified in Exhibit E for remittance to the Authority for the Regional Transportation System, provided that the decision whether to appropriate the funds annually as requested shall be within the sole discretion of the respective Governing Bodies.

“Capital Plan” means a detailed plan and budget, approved by the Governing Body of each Member and a unanimous vote of the Board for the regional capital improvements to be funded by the Authority and incorporated into the Regional Transportation System, including the estimated costs associated with the planning, design, financing, permitting, construction, inspection and acceptance for maintenance of such improvements. Notwithstanding the Authority’s voted borrowing authority, the approved Capital Plan, as it may be modified, amended or supplemented by

unanimous vote of the Board, shall establish the maximum borrowing and funding capacity of the Authority, which may be equal to or less than such voted borrowing authority. No Bonds of the Authority shall be issued unless there is a Capital Plan in effect at the time of such issuance with sufficient unused borrowing capacity for the Bonds proposed to be issued.

“City” means the City of Aurora, State of Colorado, a home rule municipal corporation and political subdivision of the State organized and operating pursuant to the constitution and the laws of the State of Colorado in the Counties of Adams, Arapahoe and Douglas.

“Construct” “Constructed” or “Construction” means the planning, designing, engineering, acquisition, installation, construction, reconstruction or financing, through the issuance of Bonds or otherwise, of regional transportation systems.

“County” means the County of Adams, a statutory political subdivision of the State of Colorado.

“Development Fees” means those fees of the City identified in Exhibit E.

“Director” means any person appointed as a Director pursuant to Section 3.02 hereof. Whenever the person appointed as a Member’s Director pursuant to Section 3.02 hereof is absent from a Board meeting, the term “Director” shall mean the Alternate Director, if any, appointed by such Member pursuant to Section 3.03 hereof.

“District” means the Aerotropolis Area Coordinating Metropolitan District, a political subdivision and quasi-municipal corporation of the State of Colorado.

“Division of Local Government” means the Division of Local Government in the State Department of Local Affairs.

“Governing Body” means, when used with respect to a Member, the city council, the board of commissioners or the board of directors, as appropriate, of such Member.

“Member” means (a) the Initial Members, (b) the State, if required by §603(5) of the Act, (c) any municipality, (d) any county, or (e) any Title 32 District that becomes a member of the Authority pursuant to Section 7.03 hereof.

“Officer” means the Chair, Vice Chair, Secretary, Treasurer or Executive Director of the Authority, and any subordinate officer or agent appointed and designated as an officer of the Authority by the Board.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the Authority, paid or accrued, of operating, maintaining, and repairing any regional transportation system.

“Outstanding” means, as of any particular date, all Bonds or other obligations of the Authority which have been authorized, executed and delivered, *except* the following: (a) any Bond or other obligation cancelled by a paying agent, trustee or the Authority itself; (b) any Bond or other

obligation held by or on behalf of the Authority; (c) any Bond or other obligation for the payment or redemption of which moneys or direct obligations of, or obligations unconditionally guaranteed as to payment by, the United States of America sufficient (including the known minimum yield available for such purpose from such moneys or securities) to pay all debt service requirements of such Bonds or other obligations to their maturity or specified redemption date shall theretofore have been deposited in escrow or in trust with a trust bank for that purpose; or (d) any lost, destroyed or wrongfully taken Bond or other obligation for which another Bond or other obligations shall have been executed and delivered.

“Regional Transportation District” means the Regional Transportation District created and existing pursuant to Title 32, Article 9, C.R.S.

“Regional Transportation System” means those improvements identified on Exhibit A, as such Exhibit may be amended from time-to-time in accordance with Article VII, including any real or personal property or equipment, or interest therein, that is appurtenant or related to any property, improvement, or system that transports or conveys people or goods or permits people or goods to be transported or conveyed within a region by any means or that is financed, constructed, operated, or maintained in connection with the financing, construction, operation, or maintenance of any such property, improvement, or system. The term may also include such other highway, road, street, bus system, railroad, airport, gondola system, or mass transit system and any real or personal property or equipment, or interest therein, used in connection therewith hereafter approved by the Authority; any real or personal property or equipment, or interest therein, that is used to transport or convey gas, electricity, water, sewage, or information or that is used in connection with the transportation, conveyance, or provisions of any other utilities; and paving, grading, landscaping, curbs, gutters, culverts, sidewalks, bikeways, lighting, bridges, overpasses, underpasses, cross-roads, parkways, drainage facilities, mass transit lanes, park-and-ride facilities, toll collection facilities, service areas, and administrative or maintenance facilities.

“Rights-of-way” means and includes any right-of-way dedicated to the Authority, or to any of its Members, specifically for use as a part of the Regional Transportation System.

“Road and Bridge Mill Levy” means the property tax mill levy identified in Exhibit E and certified by the County annually to fund road and bridge construction projects.

“State” means the State of Colorado.

“System” means the “Regional Transportation System”, as may be expanded from time to time.

“Title 32 District” means a special district organized with street improvement, safety protection, or transportation powers under and as defined in article 1 of title 32, C.R.S..

“Use Tax” means the City Use Tax identified in Exhibit E.

“Voter Approval” means approval by a majority of the votes cast by the registered electors residing within the Boundaries in favor of the particular ballot question, ballot issue or other election question.

**ARTICLE II.
ESTABLISHMENT OF THE AUTHORITY**

- 2.01 Name. The Members hereby establish the Aerotropolis Regional Transportation Authority under the authority of the Act. The Authority shall be a separate political subdivision and body corporate of the State of Colorado, and shall possess all of the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate, unless restricted by Section 2.04 of this Agreement.
- 2.02 Purpose. The purpose of the Authority is to Construct, or cause to have Constructed, a Regional Transportation System within or outside the Boundaries of the Authority for the primary benefit of those residing or owning property within the Boundaries through the issuance of Bonds.
- 2.03 Powers. Unless otherwise limited by Section 2.04, the Authority shall have all power granted to it under the Act and Colorado State law, including all powers necessary or incidental to or implied from the specific powers granted therein.
- 2.04 Limitations. If any portion of the Regional Transportation System alters the physical structure of or negatively impacts the safe operation of any state or local transportation improvement, the Authority, at the request of the jurisdiction governing the impacted transportation improvement, shall enter into an intergovernmental agreement concerning the applicable portion of the System before commencing physical construction of that particular improvement to ensure coordinated transportation planning, efficient allocation of resources and the equitable sharing of costs. To avoid the duplication of effort, no mass transportation service shall be provided that is already provided by the Regional Transportation District without an intergovernmental agreement permitting such activity. In no event shall the Authority be authorized to impose motor vehicle registration fees or any tax without Voter Approval. Additionally, the Authority shall not impose a property tax within the Boundaries for collection in any year in which the District is imposing and allocating to a special fund, for appropriation pursuant to the Budgetary Covenant and payment to the Authority, an Aurora Regional Improvements Mill Levy. The Authority shall not use more than one percent of its gross revenues to cover administrative and maintenance expenses. Further, the Authority shall not impose a sales tax within the Boundaries for collection in any year without unanimous consent of the Board.
- 2.05 Boundaries. The initial Boundaries of the Authority are described and illustrated in Exhibit B.
- 2.06 Creation. Each Member represents that, in executing this Agreement, it has held at least two public hearings on the subject of this Agreement in accordance with §603(3) of the Act, after notice and publication, and the Governing Body of such Member has duly authorized its execution, delivery and performance.
- 2.07 Voter Approval. The Members agree to collectively submit one or more ballot questions to the registered electors residing within the Boundaries on November 7, 2017 seeking, at a minimum, Voter Approval of the establishment of the Authority, the levying of a property tax and a sales tax by the Authority, a debt question and the approval of a revenue change under Article X, Section 20 of the Colorado Constitution. A draft of the ballot questions to be

submitted at the election is attached hereto as Exhibit C. The ballot question(s) shall be submitted to the registered electors residing within the Boundaries. Each Member shall pay its pro-rata share of the costs of conducting the November 7, 2017 election.

- 2.08 Effective Date. The term of this Agreement shall begin when all of the following conditions to the establishment of the Authority have been satisfied: (a) certification by the State of Colorado Department of Local Affairs, Division of Local Government pursuant to C.R.S. §43-4-603(1); and (b) approval of a majority of the registered electors residing within the Boundaries of the Authority.

ARTICLE III. ORGANIZATION OF THE AUTHORITY

- 3.01 Establishment. The Authority shall be governed by the Board. The Board shall exercise and perform all powers, privileges and duties vested in or imposed on the Authority under the Act or other applicable law. Pursuant to the authorization provided in this Agreement, the Board may delegate any of its powers to any Director, Officer, employee or agent of the Authority.
- 3.02 Board of Directors. The Board shall be composed of five (5) directors, unless and until the Boundaries are expanded to include additional municipalities, counties or Title 32 Districts. Upon expansion of the Boundaries, the Members may agree to expand the Board to include additional Directors representing the included territory. The Board of Directors shall be initially be comprised of:
- (a) Two directors from the Governing Body of the County;
 - (b) Two directors from the Governing Body of the City; and
 - (c) One director from the District.
- 3.03 Alternate Directors. Each Member shall appoint one Alternate for each Director who shall be deemed to be such Member's Director for all purposes, including, but not limited to, voting on resolutions or other action items whenever the person appointed as such Member's Director is absent from a Board meeting.
- 3.04 Appointment and Qualifications. As required by § 603(2)(b)(I) of the Act, each Director and the Alternate Director appointed by a Member shall both be members of the Governing Body of such Member and shall be appointed as a Director or Alternate Director by the Governing Body of such Member. So long as the Director remains qualified, he or she may serve for so long as the Governing Body responsible for appointment of such Director desires.
- 3.05 Vacancies. Vacancies in the office of any Director or Alternate Director shall be filled in the same manner in which the vacant office was originally filled pursuant to Section 3.02.
- 3.06 Compensation. Directors and Alternate Directors shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such policies as may be established by the Board.

3.07 Officers. The Board shall, by a majority vote, elect or appoint the following officers upon its formation, and thereafter at its first meeting of each calendar year:

- (a) Chairperson. The Chairperson shall preside over all meetings of the Authority; execute, deliver, acknowledge, file and record on behalf of the Authority, such documents as may be required by this Agreement, the Act or other applicable law; and, perform all duties incident to the office of Chairperson and such other duties as may be prescribed from time to time by the Board. The Chairperson and Vice-Chairperson positions shall not be held by persons appointed by the same Member.
- (b) Vice-Chairperson. The Vice-Chairperson shall serve as Chairperson, in his or her absence or during his or her inability to act. The Vice-Chairperson shall have such other duties, powers and authority as may be prescribed by the Board. The Chairperson and Vice-Chairperson positions shall not be held by persons appointed by the same Member.
- (c) Secretary. The Secretary shall keep a written record of the minutes of all meetings, ensure that all notices required by law are duly given, shall serve as the custodian of Authority records, shall attest to documents as the need arises, and shall perform such other functions as may be prescribed by the Board. The Secretary may be an employee of the Board, an independent contractor, an employee of a Member or a volunteer. The offices of Chairperson, Vice-Chairperson and Secretary may not be held by the same person.
- (d) Treasurer. The Treasurer shall, subject to policies established by the Board, be responsible for the custody of the funds and all stocks, bonds and other securities owned by the Authority and shall be responsible for the preparation and filing of all tax returns, if any, required to be filed by the Authority. The Treasurer shall receive all moneys paid to the Authority and, subject to any limits imposed by the Board or the Chair, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Authority's name and on the Authority's behalf and undertake any other lawful activity delegated by the Board. The Treasurer shall also have charge of disbursement of the funds of the Authority, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuables in such depositories as shall be designated by the Board. The Treasurer shall deposit and invest all funds of the Authority in accordance with this Agreement and laws of the State applying to the deposit and investment of public funds. The Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the Authority, and as the Board may otherwise prescribe. The Secretary may be an employee of the Board, an independent contractor, or a volunteer.

3.08 Insurance and Indemnification. The Authority shall insure and/or defend each Director, Officer and employee of the Authority in connection with any claim or actual or threatened

suit, action or proceeding (civil, criminal or other, including appeals), in which he or she may be involved in his or her official capacity by reason of his or her being or having been a Director, Officer or employee of the Authority, or by reason of any action or omission by him or her in such capacity. The Authority shall insure and/or defend each Director, Officer and employee of the Authority for, from and against all liability, costs and expenses arising from any such claim, suit or action, except any liability arising from criminal offenses or willful misconduct. The Authority's obligations pursuant to this Section shall be limited to funds of the Authority available for such purpose, including but not limited to insurance proceeds, and no Member shall be liable pursuant to this Agreement to provide any such insurance or indemnification.

- 3.09 Resignation and Removal. Any Director or Alternate Director (a) may resign at any time, effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning; and (b) may be removed at any time by the Governing Body of the Member that appointed him or her, effective upon receipt by the Secretary or the Chair of written notice signed by the Governing Body of the appointing Member.

ARTICLE IV. BOARD OF DIRECTORS

- 4.01 Powers. The Board of Directors shall have all power granted to it under the Act and Colorado State law, including all rights and powers necessary or incidental to or implied from the specific powers granted therein.
- 4.02 Voting. All official actions of the Board shall be taken by a motion or by a resolution. Except as otherwise provided herein, actions of the Board shall be approved upon the affirmative vote of at least a majority of the Directors then in office who are eligible to vote. A majority of the Board of Directors then in office who are eligible to vote shall constitute a quorum. No official action shall be taken by the Board unless a quorum is present at a meeting. Except as otherwise provided in this Agreement, any official action taken by the Board shall be approved by a simple majority of the Directors then in office who are eligible to vote and are present and voting.
- 4.03 Meetings. The Board shall meet no less than quarterly. Meetings will be held at the location as may from time to time be designated by the Board. Notice of meetings shall be posted in the locations established by the Board, in accordance with the Colorado Open Meetings Law, C.R.S. §24-6-401 *et seq.*
- 4.04 Notice. The Authority shall provide at least 24 hours' written notice of meetings to each Director and Alternate Director and to the Governing Body of each Member.
- 4.05 Ethics. Notwithstanding any other provision hereof, a Director shall disqualify himself or herself from voting on any issue with respect to which he or she has a conflict of interest, unless he or she has disclosed such conflict of interest in compliance with §§18-8-308 and 24-18-101 *et seq.*, C.R.S., as amended. It is permissible for the Alternate Director to vote in place of any disqualified Director, provided that the Alternate Director shall be subject to disqualification under the same standards applicable to the disqualified Director.

- 4.06 Special Meetings. The Board may convene special meetings at the request of any Member upon notice as required by Section 4.04 hereof.
- 4.07 Policies and Procedures. The Board may adopt by Resolution, such bylaws, policies and procedures governing the conduct and activities of the Authority and the Board, including, but not limited to, location for placement of notices, meeting locations, conduct of meetings, matters relating to investment, budget and appropriation processes, the retention of employees or consultants, procurement practices, record retention, conflict of interest policies, term limitations and the delegation of responsibilities.
- 4.08 Approval of Regional Transportation System. The Governing Body of each Member expressly and affirmatively approves for Construction those Regional Transportation System improvements identified on Exhibit A, and agrees to accept the phasing established in Exhibit D for Construction of such Regional Transportation System improvements. The Governing Body of each Member shall cause its respective Director appointed to the Authority to ratify the above decisions at the Authority's initial meeting.

ARTICLE V. FINANCIAL CONTRIBUTIONS

- 5.01 Cost Share. The City, the County and the District hereby adopt the Budgetary Covenant and agree that each will separately account for and allocate those revenues described in Exhibit E and collected within the Boundaries, for payment, subject to the Budgetary Covenant, to the Authority, as follows:
- (a) Each of the City, the County and the District shall deposit such revenues, as received, to a separate special fund maintained by them, which revenues shall be separately accounted for in such special fund until they are either appropriated pursuant to the Budgetary Covenant or released and transferred to the respective general funds of any Members whose Governing Bodies decline to so appropriate.
 - (b) Any funds received by the Authority from appropriations made pursuant to paragraph (a) of this Section, or from the imposition of sales taxes by the Authority or the levy of property taxes by the Authority under the conditions contemplated by Section 2.04 hereof, shall be immediately applied to a separate special fund of the Authority to be known as the "Aerotropolis Regional Transportation Authority Income Fund" (the "Income Fund"). The Income Fund shall be used by the Authority solely for the purpose of paying principal of and interest on Bonds of the Authority issued for Construction of components of the Regional Transportation System. The Income Fund, together with any other funds or accounts of the Authority, shall be public funds for purposes of investments or deposits, and shall be subject to independent audit annually. All records of the Authority pertaining to the Income Fund shall be subject to public inspection to the fullest extent permitted by the laws of the State.
 - (c) Any funds received by the Authority from other sources, including without limitation amounts received by the Authority from agreements with the Colorado

Department of Transportation, the E-470 Public Highway Authority or other public or private entities relating to all or any portion of the Regional Transportation System shall be used either to fund Construction of the Regional Transportation System directly or applied to supplement the Income Fund and pledged as security for Bonds of the Authority.

(d) The final amounts or percentages of the revenues identified in Exhibit E shall be incorporated into the Capital Plan.

5.02 Bonds. Bonds of the Authority shall be authorized, issued and sold in the manner provided in C.R.S. Section 43-4-609, as supplemented by the Supplemental Public Securities Act, Part 2 of Article 1, Title 57, C.R.S., provided that (a) the issuance of Bonds shall require the unanimous vote of the Board; (b) the Bonds, including any refundings thereof, shall mature in not more than 40 years from the date of original issuance of such Bonds; (c) the Bonds shall clearly and conspicuously state on their face that they do not represent the debt, indebtedness or multiple fiscal year financial obligation of the Members; that they are secured solely by the funds actually received by the Authority, applied to the Income Fund and pledged by the Authority as security for the Bonds, and that any amounts of revenues that may be available to be appropriated by the Members of the Authority for deposit to the Income Fund are subject in any event to the Budgetary Covenant until appropriated by the Governing Bodies of the Members in their sole discretion.

5.03 Enterprise. The City and County agree in good faith to evaluate the ability to establish a transportation enterprise exempted from the provisions of Article X, Section 20 of the Colorado Constitution to fund the Regional Transportation System constructed by the Authority.

ARTICLE VI. TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION

6.01 Term. This Agreement shall be perpetual and continue in full force and effect until rescinded or terminated, but in no event before retirement or discharge of all Bonds or other obligations.

6.02 Termination. This Agreement shall terminate ninety (90) days following the completion of the Regional Transportation System and the date each Governing Body of all the Members unanimously agree in writing to terminate this Agreement; provided, however, that this Agreement may not be terminated so long as the Authority has any Bonds or other obligations Outstanding.

- 6.03 Distribution of Assets Upon Termination. Upon termination of this Agreement pursuant to Section 6.02 hereof, after payment of all Bonds and other obligations of the Authority, the net assets of the Authority shall be distributed, disposed of, or divided in the following manner:
- (a) The State of Colorado is ineligible for any distribution of property under this Section.
 - (b) Any real property interest or fixtures to real property shall become the property of the Member in whose jurisdiction such real estate or fixture is located. If property is located within multiple jurisdictions, the property shall become the property of the City.
 - (c) Any funds remaining in the Income Fund after the payment of the Bonds secured thereby, together with any earnings from the investment thereof shall be returned to the Members in proportion to their respective contributions.
 - (d) Any personal property not claimed by a Member shall be liquidated at auction, and the proceeds from such sale shall be combined with any cash in the Authority's accounts.
 - (e) Any cash or other monetary assets other than funds in the Income Fund shall be divided among the Members in proportion to their respective operation and maintenance responsibilities for the components of the System, as calculated by determining the square footage of improvements completed.
 - (f) Any other property not addressed above shall be distributed to one or more Members, as the Board determines, prior to termination of the Authority.

ARTICLE VII. AMENDMENTS

- 7.01 Amendment of Agreement. This Agreement may be amended only with the unanimous approval of the Board; except for the Boundaries which shall be amended in accordance with Section 7.02 below.
- 7.02 Amendment of Boundaries. Exhibit B and the definition of "Boundaries" may be amended by the Board in accordance with § 605(2)(a) of the Act; provided, in no event shall property be excluded while Bonds are Outstanding.
- 7.03 Addition of Members. Any public entity falling within the definition of "Member" with jurisdictional boundaries that overlap the Boundaries of the Authority may request to become a member of the Authority. In no event shall an additional municipality, Title 32 District or county become a party to this Agreement without the unanimous consent of the then existing Members.
- 7.04 Withdrawal of Members. In no event may a party withdraw from this Agreement if such withdrawal (a) would result in fewer members than one (1) county and one (1) municipality, two (2) municipalities, or two (2) counties, or (b) would be effective while any Bonds remained Outstanding or (c) would be effective prior to completion of Construction of the Regional Transportation System as described in the then-effective Capital Plan. In the absence of such circumstances, any Member of this Agreement may terminate its participation in the Authority by passage of a resolution by its Governing Body.

ARTICLE VIII. MISCELLANEOUS

- 8.01 Ownership and Maintenance. The Regional Transportation System improvements will be conveyed to the appropriate governing jurisdiction, regardless of whether such jurisdiction is a Member of the Authority, responsible for similarly situated improvements for ownership, operation, maintenance, repair and replacement. In the event there is uncertainty in regard to ownership and maintenance responsibility, the Members shall determine the entity responsible for ownership, but in no event shall the Authority retain ownership after expiration of any applicable warranty period.
- 8.02 Regional Cooperation. The Members shall cooperate, and in partnership with other applicable governing jurisdictions, determine the location and design of the Regional Transportation System.
- 8.03 Guarantees. Any Member constructing the Regional Transportation System shall not be required to provide security or collateral guaranteeing completion of such System improvements if: (a) the funding is available and has been restricted for such purpose; and (b) performance, payment and warranty bonds or other surety, in an amount and form acceptable to the Authority, guaranteeing the completion of the Infrastructure, have been filed with the Authority or the Member entity.
- 8.04 Third Party Beneficiaries. Nothing expressed or implied herein is intended or shall be construed to confer upon any person other than the Members any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Members.
- 8.05 Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.
- 8.06 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.
- 8.07 Dissolution of the Authority and Termination of Agreement Upon Failure to Adopt Initial Capital Plan. In the event that, for any reason, the Board, by a unanimous vote, and each Governing Body, has not adopted the initial Capital Plan on or before _____, 2018, the Authority shall be dissolved and this Agreement shall terminate automatically.

WITNESS the signatures of the authorized representatives to the Parties to this Agreement, as set forth below:

COUNTY OF ADAMS

By: _____
Name:
Title:

CITY OF AURORA

By: _____
Name:
Title:

THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT

By: _____
Name:
Title:

1778910.9

EXHIBIT A

E470/38 th /The Aurora Highlands Pkwy Interchange - Full interchange design and build of diamond interchange along with frontage roads to and from 48th
I-70/Harvest/Powhaton Interchange - Full interchange design and build of diamond interchange at Harvest along with frontage roads to and from Powhaton in the interim.
38 th Avenue (E470 to Himalaya) – full section improvements - 4 lane arterial along with regional drainage crossings, traffic control and multimodal/bike boulevard
Harvest/Powhaton Interconnect (I-70 to 56 th Avenue) – full section improvements - 6 lane limited access principal arterial along with regional drainage crossings, traffic control and multimodal (ped/bike) path and UPRR grade separation.
56 th Avenue (Picadilly to Powhaton) - full section improvements - 6 lane arterial along with regional drainage crossings, traffic control and E470 interchange upgrades
48 th Avenue (E470 to Powhaton) - full section improvements - 6 lane arterial along with regional drainage crossings, traffic control, multimodal (ped/bike) path and E470 overpass upgrade
26 th Avenue (E470 to Powhaton) – full section improvements - 4 lane arterial along with regional drainage crossings/conveyance and traffic control
Gun Club/Aura Boulevard/Main Street (26 th to 56 th) – full section improvements - 4 lane arterial along with regional drainage crossings/conveyance, traffic control and multimodal (ped/bike) path.

The Aurora Highlands Parkway (Interconnect to 38th/E470 Interchange) – full section improvements - 4 lane arterial separated by major drainageway along with regional drainage crossings/conveyance, traffic control and multimodal/bike boulevard.

Picadilly Interchange – Full Interchange Design

EXHIBIT B

RTA BOUNDARY

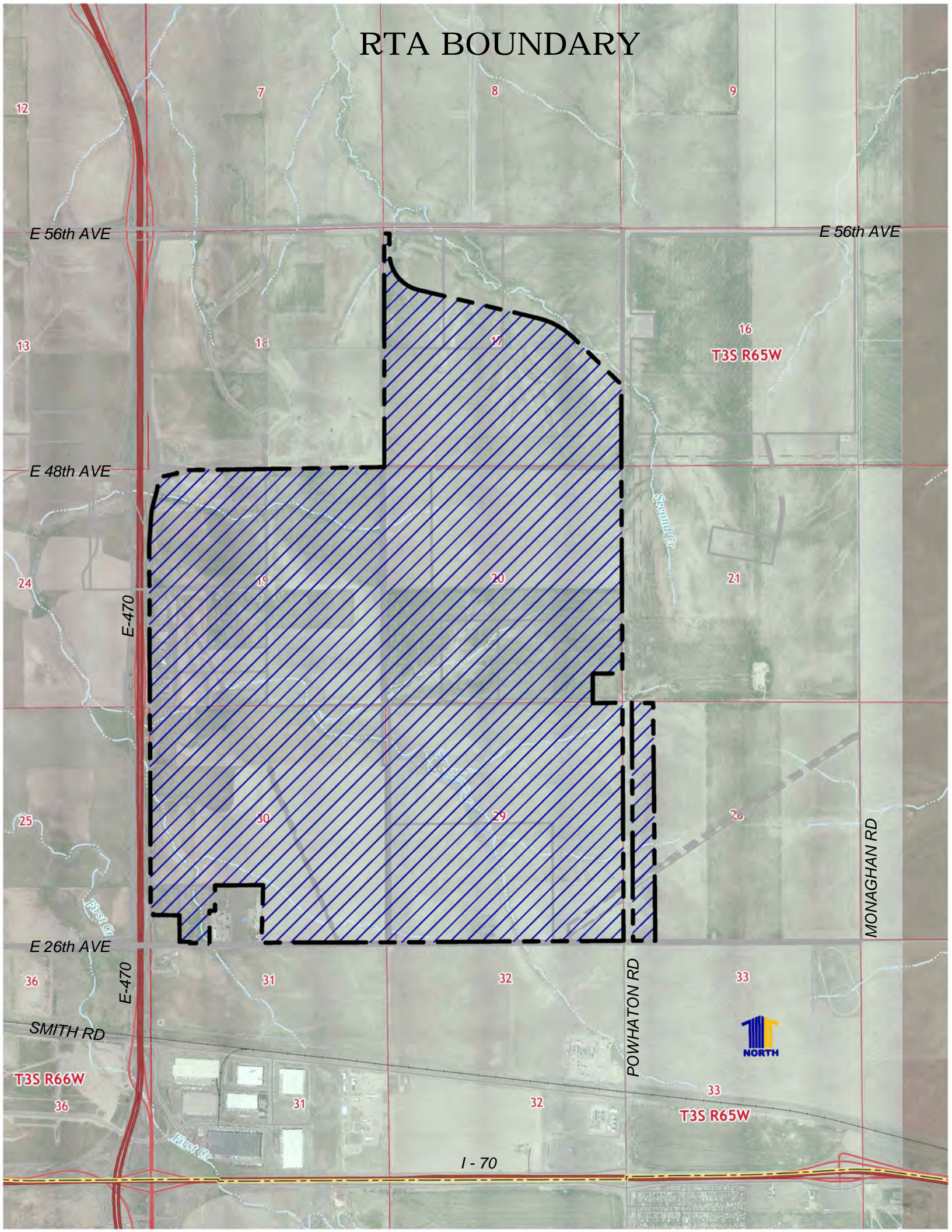


EXHIBIT C

QUESTION ___ - FORMATION OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BY INTERGOVERNMENTAL AGREEMENT

SHALL THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BE FORMED BY INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF AURORA, ADAMS COUNTY AND THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT, FOR THE PURPOSE OF PROVIDING REGIONAL TRANSPORTATION IMPROVEMENTS WITHIN THE AREA GENERALLY BOUNDED BY _____ AS SUCH AREA MAY BE INCREASED OR REDUCED?

QUESTION ___ - PROPERTY TAX OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY TAXES BE INCREASED NOT TO EXCEED \$_____ ANNUALLY BY THE IMPOSITION OF AD VALOREM PROPERTY TAXES LEVIED IN ANY YEAR AT A RATE NOT TO EXCEED FIVE (5) MILLS AND WITHOUT LIMITATION AS TO AMOUNT OR ANY OTHER CONDITION, FOR THE PURPOSES OF SUCH AUTHORITY, AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY IN FISCAL YEAR 2019 AND EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION AND LAWS OF COLORADO NOW OR HEREAFTER IN EFFECT, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

QUESTION ___ - SALES TAX OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY TAXES BE INCREASED \$_____ IN FISCAL YEAR 2018 AND BY WHATEVER AMOUNTS ARE RAISED IN EACH SUBSEQUENT FISCAL YEAR, BY THE IMPOSITION OF A SALES TAX AT THE RATE OF ___% IN THE MANNER AUTHORIZED BY THE REGIONAL TRANSPORTATION AUTHORITY LAW, PART 6 OF ARTICLE 4, TITLE 43, COLORADO REVISED STATUTES, FOR THE PURPOSES OF SUCH AUTHORITY, AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY IN FISCAL YEAR 2018 AND EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION AND LAWS OF COLORADO NOW OR HEREAFTER IN EFFECT, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

QUESTION ___ - BONDS OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY DEBT BE INCREASED \$_____ WITH A REPAYMENT COST OF \$_____ OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, BY THE ISSUANCE OF REVENUE BONDS OR OTHER OBLIGATIONS OF THE AUTHORITY, FOR THE PURPOSE OF DEFRAYING THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING REGIONAL TRANSPORTATION IMPROVEMENTS AND APPURTENANT FACILITIES, EQUIPMENT, LAND AND EASEMENTS AND EXTENSIONS AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED ___% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED AT ONE TIME OR FROM TIME TO TIME AND TO BE SECURED AND PAID FROM SUCH FUNDS AND REVENUES OF THE AUTHORITY AS AUTHORIZED BY THE INTERGOVERNMENTAL AGREEMENT PURSUANT TO WHICH THE AUTHORITY IS ORGANIZED, AND SHALL THE PROCEEDS OF ANY SUCH DEBT, ANY REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON BE COLLECTED, KEPT AND SPENT BY THE AUTHORITY AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION OR LAWS OF THE STATE OF COLORADO NOW OR HEREAFTER IN EFFECT, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

QUESTION ___ - REVENUE CHANGE FOR AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BE AUTHORIZED TO COLLECT, RETAIN AND SPEND THE FULL AMOUNT OF ALL TAXES, FEES, CHARGES, GRANTS, INTERGOVERNMENTAL PAYMENTS OR OTHER REVENUES, FROM WHATEVER SOURCE DERIVED, DURING FISCAL YEAR 2018 AND EACH FISCAL YEAR THEREAFTER, SUCH AMOUNTS TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION OR LAWS OF THE STATE OF COLORADO NOW OR HEREAFTER IN EFFECT, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUE THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

EXHIBIT D

Projected Phasing

August 2, 2017

Item	Description	0-5YR	5-10YR	10-15YR	15YR+
56th Avenue	Picadilly to E470				
56th Avenue	E470 to Gun Club				
56th Avenue	Gun Club to Harvest				
56th Avenue	Harvest to Powhaton				
48th Avenue	Picadilly to E470				
48th Avenue	E470 to Gun Club				
48th Avenue	Gun Club to Harvest				
48th Avenue	Harvest to Powhaton				
38th Avenue	Himalaya to E470				
TAH Parkway	E470 to Main Street				
TAH Parkway	Main Street to Aura Boulevard				
TAH Parkway	38th to Powhaton				
26th Avenue	Picadilly to E470				
26th Avenue	E470 to Main Street				
26th Avenue	Main Street to Harvest				
26th Avenue	Harvest to Powhaton				
Main Street(Gun Club)	26th to TAH Pkwy				
Aura Boulevard	38th to 48th				
Aura Boulevard	48th to 56th				
Harvest Mile	48th to 56th				
Powhaton Road	I-70 to 26th				
Powhaton Road	26th to 48th				
Powhaton Road	48th to 56th				
56th/E470 Interchange	Improvements				
48th/E470 Improvements	Improvements				
26th Bridge Widening	Improvements				
TAH Pkwy/38th Interchange	Interchange				
Harvest Mile/Powhaton/I-70	Interchange				
Powhaton/I-70 INT	Initial Interchange				
Picadilly Interchange	Interchange Design Only				

EXHIBIT E

REVENUES SUBJECT TO ALLOCATION (FROM WITHIN BOUNDARIES ONLY)

City Revenues(1)

Up to ___% of City Use Tax at the current rate

Up to ___% of City Transportation Impact Fee for Residential Development at the current rate

County Revenues(1)

Up to ___% of County General Fund Property Tax

Up to ___% of County Road and Bridge Fund Tax

District Revenues

100% of a Mill Levy of 5.00 mills on all taxable real property through the District's imposition of the Aurora Regional Mill Levy, provided that if such Regional Mill Levy is not imposed, the Authority shall levy up to 5.00 mills in its place

(1) Final amounts or percentages to be incorporated in Capital Plan

The Denver Post, LLC

PUBLISHER'S AFFIDAVIT

**City and County of Denver)
State of Colorado)
)**

The undersigned **Nicole Maestas** being first duly sworn under oath, states and affirms as follows:

1. He/she is the legal Advertising Reviewer of The Denver Post, LLC, publisher of *The Denver Post* and *Your Hub*.
2. *The Denver Post* and *Your Hub* are newspapers of general circulation that have been published continuously and without interruption for at least fifty-two weeks in Denver County and meet the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in *The Denver Post* on the following date(s):

August 1, 2017

Nicole Maestas
Signature

Subscribed and sworn to before me this 1 day of August, 2017.

Marlene Orozco
Notary Public

MARLENE OROZCO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024004414
MY COMMISSION EXPIRES 2/10/2019

(SEAL)

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN pursuant to the requirements of the Regional Transportation Authority Law, C.R.S. § 43-4-601, et seq., that the Adams County Board of County Commissioners, State of Colorado will hold a public hearing at the Adams County Government Center, 4430 South Adams County Parkway, Brighton, Colorado on Tuesday, August 15, 2017, at the hour of 9:30 a.m., on or as soon thereafter as possible, on whether the County shall enter into a contract with the City of Aurora and the Aerotropolis Area Coordinating Metropolitan District for the establishment of the Aerotropolis Regional Transportation Authority.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS
STAN MARTIN, CLERK OF THE BOARD



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

CASE NO.: PLN2017-00022

CASE NAME: REGULATION AMENDMENTS

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Exhibit 1-Staff Report

Board of County Commissioners

August 15, 2017

CASE No.: PLN2017-00022	CASE NAME: Regulation Amendments
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Owner's Name:	Adams County
Applicant's Name:	Adams County Community and Economic Development Department
Applicant's Address:	4430 S. Adams County Pkwy, Brighton, CO, 80601
Location of Request:	Unincorporated Adams County
Nature of Request:	(1) Text amendments to certain sections of the County's Development Standards and Regulations, including correcting errors, updating certain requirements to be consistent with local, state, and federal regulations; and (2) Amendments to chapter nine (Storm Drainage Design and Stormwater Quality Regulations) of the Development Standards and Regulations.
Hearing Date(s):	PC: July 27, 2017/ 6:00 pm BOCC: August 15, 2017/ 9:30 am
Report Date:	June 23, 2017
Case Manager:	Libbie Adams
BOA Options:	APPROVAL with 3 Findings-of-Fact

SUMMARY OF PREVIOUS APPLICATIONS

In November 2016, Adams County amended the Development Standards and Regulations to reflect current organization and roles of various Departments in the County.

SUMMARY OF APPLICATION

Background:

The purpose of this Development Standards and Regulations text amendment is to correct errors and omissions, clarify ambiguous text, require administrative approval process for construction and sales trailers, and decrease minimum front setback requirements for principal structures from local and collector streets in certain zone districts, as well as minimum side corner setbacks. Intent of this reduction in setbacks is to promote best development practices and improve the County's urban form. The amendments also include revisions to Chapter Nine of the

Development Standards and Regulations (Storm Drainage Design and Stormwater Quality Regulations) to conform to current State regulations.

In previous study sessions, the Board of County Commissioners (BoCC) provided direction to staff to review the County's Development Standards and Regulations and make recommendations for amendments. Some of the specific policies the BoCC directed staff to review include current landscape requirements, agricultural support uses and regulations, regional traffic impact fees including oil and gas impact fees, and potential conflicts within the Development Standards and Regulations. The County has hired a consultant to conduct the traffic impact fee study for oil and gas and general traffic impact fees. The consultant is also reviewing the County's current landscaping requirements and potential conflicts in the Development Standards and Regulations. Recommendations emanating from the impact fee studies will be forthcoming. However, the subject request is specifically to revise certain sections, correct errors, and update certain requirements of the Development Standards and Regulations to be consistent with local, state, and federal regulations. A number of the proposed changes are also in adherence to recommendations by the Board of Adjustment that had also been previously discussed with the BoCC.

For a summary description of all the changes to each chapter, see Exhibit 2.1 of this report. For detailed text changes and redlines of the specific sections, see Exhibits 2.1-2.7, or please visit the County's website at <http://www.adcogov.org/planning/currentcases> for redlines of the entire Development Standards and Regulations.

Development Standards and Regulations Requirements:

Section 2-02-13 of the Adams County Development Standards and Regulations details the procedures for amendments to the text of the standards and regulations. Only the Board of County Commissioners may, after a recommendation from the Planning Commission, adopt a resolution amending the text of the standards and regulations.

Section 2-02-13-06-01 of the Development Standards and Regulations lists three criteria for reviewing text amendments. The first two criteria require consistency with the Comprehensive Plan and the purpose of the Development Standards and Regulations. The third criteria requires the text amendment not to be detrimental to the majority of persons or property in the surrounding areas nor to the community in general. The changes proposed in this text amendment are consistent with the Comprehensive Plan, the purpose of the regulations, and will not be detrimental to the residents of Adams County. Correcting errors, removing ambiguity in the County's Development Regulations, adopting requirements to improve development practices, and complying with local, state, and federal regulations will provide County residents and stakeholders a better understanding of the County's Development Standards and Regulations.

A summary of each chapter and proposed changes, including the purpose for the text amendments is outlined below:

Chapter 1:

The change in this chapter is mainly to specify newspaper notification requirements for property owners/applicants to publish notices of approvals for site specific developments that establish vested rights. The notices are required to be published by the property owner/applicant no later than 14 days from obtaining such approval. This change requires property owners/applicants to publish the notices in a newspaper of general circulation in the County, instead of the County sending such notices to newspaper publication Agencies. The publications will only be approvals that establish vested rights, all newspaper publication requirements for land use reviews and approvals remain a responsibility of the County.

The changes in this chapter also include a modification to the text of notice of violations given to property owners in violation of the County's Development Standards and Regulations. The intent of the modification was mainly to remove similar text from Chapter Nine of the Development Standards and Regulations and incorporate it with this Chapter. The third Amendment in this chapter is changing the name of Department of Transportation to Public Works.

See Exhibit 2.2 for exact text changes to the chapter, except the change in Department name from Transportation to Public Works. For the Department name change, see entire chapter <http://www.adcogov.org/planning/currentcases>

Chapter 2:

The text amendment in this chapter is only to change the name of Department of Transportation to Public Works to correctly reflect current name of the Public Works Department.

For this change and entire chapter see <http://www.adcogov.org/planning/currentcases>

Chapter 3:

Changes in this chapter specifically pertain to decreasing setback requirements for principal structures from local and collector road right-of-ways in the Residential 4 (R-4), Commercial-0 (C-0), Commercial-1 (C-1), Commercial-2 (C-2), Commercial-3 (C-3), Commercial-4 (C-4), Commercial-5 (C-5), Industrial-1 (I-1), Industrial-2 (I-2), and Industrial-3 (I-3) zone districts; as well as reduction in side corner setback requirements. The purpose of this amendment is to provide development standards to promote improved urban form in Adams County such as enhanced streetscapes and minimum setbacks that promote creative interactions between buildings and streets. In addition, allowing such setback reductions will promote aesthetically pleasing development patterns in the County.

The amendments also include changing the name of Department of Transportation to Public Works.

See Exhibit 2.3 for exact text changes to the chapter, except the change in Department name from Transportation to Public Works. For this change and entire chapter, see the following link: <http://www.adcogov.org/planning/currentcases>

Chapter 4:

The major change in this chapter is to allow administrative approvals for sales and construction trailers. Previously, such uses required approvals by the Board of Adjustment (BOA). In the past years, the BOA requested staff to review this approval process including all necessary performance standards for operation of such uses as well as recommend administrative approvals. The BOA determined, with established performance standards, such permits could effectively be approved administratively. Administrative approvals of such permits will also reduce the timeline for such permits and curtail unnecessary delay of construction projects. A number of the development community has also requested such administrative approval processes. Currently, it takes a minimum of 90 days to approve such permits. This is due to the BOA review processes and requirements.

There is a conflict between the County’s Development Standards and International Residential Code (IRC) requirements for permitting non-residential accessory structures. Currently, the County requires all accessory structures exceeding one hundred and twenty (120) square feet to obtain a building permit. The IRC only requires residential accessory structures over two hundred square feet to obtain a building permit. Another change in the Chapter is to amend requirements of the Development Standards and Regulation to be consistent with the IRC. The remainder of the changes in the chapter are to correct errors in the Development Standard and Regulations, as well as changing the name of Department of Transportation to Public Works

See Exhibit 2.4 for exact text changes to the chapter, except the change in Department name from Transportation to Public Works. For this change and entire chapter, see the following link <http://www.adcogov.org/planning/currentcases>

Chapter 5, 6, and 7:

The only amendment in these chapters is to change the name of Department of Transportation to Public Works.

For these changes and entire Chapters, see the following link <http://www.adcogov.org/planning/currentcases>

Chapter 8:

Changes in this chapter are mainly to promote and improve connectivity between non-residential developments, as well as access management for number of curb openings allowed on both residential and commercial properties. The proposed text amendments require all new non-residential developments to provide connectivity to adjoining non-residential properties. The changes also include requiring permit approval for all new and modified driveways and for modified driveways to conform to both State and County requirements.

The amendments also include changing the name of Department of Transportation to Public Works.

See Exhibit 2.5 for exact text changes to the chapter, except the change in Department name from Transportation to Public Works. For this change and entire chapter see the following link <http://www.adcogov.org/planning/currentcases>

Chapter 9:

Major changes in this chapter are to adhere to current requirements of the Colorado Department of Public Health and Environment (CDPHE). As part of the County's Municipal Separate Storm Sewer System (MS4) permit issued by CDPHE, the County is required to implement effective Illicit Discharge, Construction and Post-construction Stormwater Management Program to protect stormwater quality. To conform to CDPHE requirements, amendments to chapter 9 are necessary. The main changes in the chapter include:

- Incorporate Ordinance No. 11 with Chapter Nine of the Development Standards and Regulations.
- Address CDPHE findings and lessons learned from other municipalities.
- Add requirements resulting from recent renewal of Adams County's MS4 permit
- Incorporate recently adopted regulations and requirements that pertain to water rights
- Promote/address sustainable environmental practices related to water quality.
- Define and protect Adams County's storm drainage infrastructure

The amendments also include changing the name of Department of Transportation to Public Works.

See Exhibit 2.6 for exact text changes to the chapter, except the change in Department name from Transportation to Public Works. For this change and entire chapter, see the following link <http://www.adcogov.org/planning/currentcases>

Chapter 11:

The text amendments in this chapter are mainly to include definitions for certain land uses or developments in the County. Some of the definitions are sales and office trailers, vehicles, and other stormwater related definitions.

The amendments also include changing the name of Department of Transportation to Public Works.

See Exhibit 2.7 for exact text changes to the chapter, except the change in Department name from Transportation to Public Works. For this change and entire chapter, see the following link <http://www.adcogov.org/planning/currentcases>

Public Notifications:

On June 2, 2017, staff sent the proposed changes to various referral agencies, including homeowner's associations and citizen groups. In addition, staff held a public information session

at the Government Center on June 16, 2017, from 10:00am to 1:00pm. The purpose of this meeting was to review the proposed changes with any interested person or organization. However, no one from the public attended this information session.

PLANNING COMMISSION UPDATE

The Planning Commission (PC) considered this case on July 27, 2017, and unanimously recommended approval of the request. The PC had no concerns with the request. Commissioner Garner asked staff about requirements for parking lots constructed with impervious materials that allow for infiltration. Staff informed Commissioner Garner that parking lots designed with systems to allow water to be collected and detained underground are still permitted by current County requirements. Commissioner Mosko inquired about current state requirements for construction of retention ponds. Staff informed him that current State requirements prohibit the impounding of water for more than 72 hours. However, detention ponds designed with an outflow to temporarily hold water for less than 72 hours are still allowed in the State and County. There were no members of the public at the hearing.

Staff Recommendations:

Based upon the application, the criteria for approval of a text amendment, staff recommends approval of this request with 3 findings-of-fact.

RECOMMENDED FINDINGS OF FACT REZONING

1. The text amendment is consistent with the Adams County Comprehensive Plan.
2. The text amendment is consistent with the purposes of these standards and regulations.
3. The text amendment will not be detrimental to the majority of persons or property in the surrounding areas nor to the community in general.

CITIZEN COMMENTS

Staff did not receive any public comments regarding this request.

COUNTY AGENCY COMMENTS

Various Departments reviewed the request and had no concerns with the proposed text amendments.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

None

Responding without Concerns:

Arapahoe County
Crestview Water and Sanitation District
Intermountain Rural Electric Association
Xcel Energy

Notified but not Responding / Considered a Favorable Response (See Exhibit X):

Cities
Citizen Groups
Counties
Ditch Companies
Federal Agencies
Fire Districts
Recreational Districts
Regional Agencies
State Agencies
Utilities
Water and Sanitation Districts

Exhibit 1.2 BOCC Alternative Findings for Denial

To: Board of County Commissioners
From: Libbie Adams, Planner I
Subject: PLN2017-00022, Regulation Amendments
Date: August 15, 2017

ALTERNATIVE RECOMMENDED FINDINGS OF FACT

If the Board of County Commissioners does not concur with the Staff recommendation of Approval, the following findings may be adopted as part of a decision of Denial:

1. The text amendment is not consistent with the Adams County Comprehensive Plan.
2. The text amendment is not consistent with the purposes of these standards and regulations.
3. The text amendment will be detrimental to the majority of persons or property in the surrounding areas and to the community in general.

Chapter 1-Detailed Revisions

Section 1-05-07, Notice of Violations

- Allow for notice for violations to include a compliance schedule.

Section 1-07-04, Notice

- Change in text requiring the County to publish notice of approvals for site specific developments after approvals from the Board of County Commissioners. This change will require property owners/applicants to publish the required notice in accordance with State statutes.

Chapter 3- Detailed Revisions

Section 3-15-15-05-01, 3-15-15-05-02, 3-15-15-05-05 (Multi-Family Setback Requirements)

- Decrease minimum required front setbacks for principal structures from local and collector road right-of-ways for properties in the Residential-4 (R-4) zone districts.

Section 3-17-07-03-01, 3-17-07-03-02, 3-17-07-03-06 (Commercial Setback Requirements)

- Decrease minimum required front setbacks for principal structures from local and collector road right-of-ways for properties in the Commercial-1 (C-1) zone districts.

Section 3-18-07-03-01, 3-18-07-03-02, 3-18-07-03-06 (Commercial Setback Requirements)

- Decrease minimum required front setbacks for principal structures from local and collector road right-of-ways for properties in the Commercial-0 (C-0) zone districts.

Section 3-19-07-03-01, 3-19-07-03-02, 3-19-07-03-06 (Commercial Setback Requirements)

- Decrease minimum required front setbacks for principal structure from local and collector road right-of-ways for properties in the Commercial-2 (C-2) zone district.

Section 3-20-07-03-01, 3-20-07-03-02, 3-20-07-03-06 (Commercial Setback Requirements)

- Decrease minimum required front setbacks for principal structures from local and collector road right-of-ways for properties in the Commercial-3 (C-3) zone districts.

Section 3-21-07-03-01, 3-21-07-03-02, 3-21-07-03-06 (Commercial Setback Requirements)

- Decrease minimum required front setbacks for principal structures from local and collector road right-of-ways for properties in the Commercial-4 (C-4) zone districts.

Section 3-22-07-03-01, 3-22-07-03-02, 3-22-07-03-06 (Commercial Setback Requirements)

- Decrease minimum required front setbacks for principal structures from local and collector road right-of-ways for properties in the Commercial-5 (C-5) zone districts.

Section 3-23-07-03-01, 3-23-07-03-02, 3-23-07-03-06 (Industrial Setback Requirements)

- Decrease minimum required front setbacks for principal structures from local and collector road right-of-ways for properties in the Industrial-1 (I-1) zone districts.

Section 3-24-07-03-01, 3-24-07-03-02, 3-24-07-03-06 (Industrial Setback Requirements)

- Decrease minimum required front setbacks for principal structures from local and collector road right-of-ways for properties in the Industrial-2 (I-2) zone districts.

Section 3-25-07-03-01, 3-25-07-03-02, 3-25-07-03-06 (Industrial Setback Requirements)

- Decrease minimum required front setbacks for principal structures from local and collector road right-of-ways for properties in the Industrial-3 (I-3) zone districts.

Chapter 4- Detailed Revisions

Section 4-02-02-03 (Dumpsters in Front Yard)

- Allow roll off dumpsters for construction work to be located in front yards for a maximum of 14 days. This change does not include regular trash containers.

Section 4-02-04 (Construction Trailers)

- Create administrative approvals for temporary construction trailers with applicable performance standards.

Section 4-02-05 (Sales and Office Trailers)

- Create administrative approvals for temporary sales and office trailers with applicable performance standards.

Section 4-03-01-03 (Accessory Structures)

- Correct conflict between the International Residential Code (IRC) and International Building Code (IBC) and County regulations for size of accessory structures that require a building permit.

Section 4-03-03-02-12 (Storage of Vehicles):

- Remove ambiguity in the requirements and performance standards for storing commercial vehicles over 7,000lbs on residentially or agriculturally zoned properties.

Section 4-08-01-02-02-01 (Fencing on Institutionally Used Properties):

- Correct an error in the Development Standards to allow no more than 4 strands of barbed wire on fencing on institutionally used properties.

Section 4-10-02-06-07 (Reference):

- Correct an error in referencing a Section in the Development Standards and Regulations.

Section 4-11-02-05-02-5 (Exemptions)

- Deleted the exemption from condition use permit for requirement for clarity

Section 4-12-04-10 (Required Parking Spaces):

- Correct an error of omission in the required number of handicap parking spaces table.

Section 4-14-06-05-02 (Sign Regulations):

- Remove ambiguity in specifying allowed locations for wall signs on buildings.

Chapter 8 -Detailed Revisions

Section 8-01-03 (non-residential connectivity)

- Requiring proposed non-residential developments to provide connectivity to adjoining non-residential properties. .

Section 8-01-03 (Access onto Adams County Roadways)

- Requiring permit approval for new and modified driveway accesses on properties, and for such driveways to conform to state and local requirements.

Section 8-01-05 (Number of Curb Openings)

- Require site plans for permit applications for additional access points on properties.

Section 8-01-06 Table 8.6 (Criteria for Curb Openings and Driveways)

- Establish maximum driveway widths requirements to provide traffic safety and stormwater drainage on rural roadways.

Section 8-01-06 Table 8.7 (Driveway Width)

- Specify percentage of property frontage that can be used for driveways.

Chapter 9- Detailed Revisions

Section 9-01-07-01 (Construction Materials)

- Require water tight joints for all structures and pipe joints for storm sewer design to prevent ground water issues.

Section 9-01-12-04-01-02 (Detention Pond Freeboard)

- Specify requirements for freeboard design for detention ponds.

Section 9-01-12-04-03-01 (Underground Detention)

- Specify requirements for porosity for soils proposed to be used for backfilling detention facilities.

Stormwater Regulations:

This is an overhaul of the County's stormwater regulations to conform to current State and Federal requirements. The lists of requirements to be amended are below:

Section 9-01

- Water rights pond certification requirements
- Master Drainage Plan implementation of regional program
- Low Impact Development (LID) standards
- Total Maximum Daily Load (TMDL) requirement for regulated stream segments.
- Drainage structures ownership and delineation between public and private stormwater infrastructure
- Placement of storm drainage system related to other pollution sources
- Vertical storm sewer pipe alignment, minimum separation with other utilities
- Horizontal storm sewer pipe alignment, minimum separation with other utilities

- Private connections to the public drainage system
- Private storm manhole cover design/label
- Private storm inlet grate design/label
- Detention basin: emergency spill way, maintenance access, easement
- Elimination of parking lot detention
- Underground detention: easement
- Retention basin allowed only if it drains within 72 hours or there are water rights.
- Retention: maintenance access

Section 9-02

- Stormwater quality regulations authority, delegation to Transportation Department (Public Works Department)
- Stormwater quality definitions to be moved to Chapter 11. Department and Director definition to remain in Chapter 9.
- Stormwater Quality Regulations: general information and history was removed, purpose and intent was summarized.
- Adoption of general county-wide construction requirements to protect stormwater.
- Adoption of CDOT's construction stormwater pollution prevention BMPs in addition to Urban Drainage and Flood Control District (UDFCD) BMPs
- Stormwater Quality (SWQ) permit applicability list
- SWQ permit exemption list
- Clean-up SWQ permit application requirements
- Removed Oil & Gas SWQ Permit exemption
- Removed SWQ Permit exemption for Adams County CIP
- A reference to CDPHE inspection frequency, retention of records, scope of inspection was added to the SWQ Permit to be able to keep up with regulatory changes.
- Ability to waive SWQ permit fees for Adams County CIP
- Surety requirements for SWQ Permit
- SWQ Permit Close-out instructions and requirements were simplified.
- ESCP/SWMP requirements
- TMDL requirement under SWQ permit
- Adams County stormwater inspection performed by staff were removed from the regulations and addressed under Standard Procedures.
- Right of entry reference in Chapter 1
- Enforcement policies were revised
- Reference to Chapter 1 were added to the Penalties section.
- All construction enforcement tools were listed under Penalties section.
- Enforcement table was removed, this is an internal procedure.

Section 9-11

- The purpose of post-construction regulations was clarified.
- Post-construction applicability requirements and exemption list was updated according to new MS4 permit requirements.
- Post-construction general requirements was added.
- Minimum post-construction standards were added according to new MS4 permit requirements.
- Minimum post-construction standards for constrained redevelopment sites were added according to new MS4 permit requirements.

- Source control BMPs section was added.
- Section was added to clarify situations when the post-construction BMP is constructed outside the MS4 area
- Post construction BMP site plan requirements were added
- Post construction BMP ownership was addressed.
- Post construction BMP inspection requirement was added.
- Maintenance for Post construction BMP (county-wide)
- Easement for Post construction BMP (county-wide)
- Recording of O&M plan for Post construction BMP (county-wide)
- Reference to Chapter 1 was added to the Right of Entry for Post construction section.
- All post-construction enforcement tools were listed under Penalties section.

Section 9-12

- County-wide illicit discharge regulations
- The Appeals section was removed. Appeals process for interpretation of the regulations is already in Chapter 1. Appeals for enforcement procedures are not required as such issues can be discussed in court directly.

Chapter 11-Detailed Revisions

To include the following definitions in the County's Development Standards and Regulations:

- Best Management Practices (BMP)
- Colorado Discharge Permit System (CDPS)
- Common Plan of Development or Sale
- Construction Activities
- Construction Trailer
- Cornice
- Erosion
- Erosion Control (EC) Plan
- Final Stabilization
- Illicit / Illegal Discharge
- Impervious Area
- Larger Common Plan of Development or Sale
- Municipal Separate Storm Sewer System (MS4)
- Municipal Separate Storm Sewer System (MS4) Permit
- Municipal Separate Storm Sewer System (MS4) Permitted Area, Adams County
- National Pollutant Discharge Elimination System (NPDES)
- Open Space, Active
- Person (updated definition)
- Pollutant
- Pollution
- Redevelopment
- Sales and Office Trailer
- Stormwater
- Stormwater Quality (SWQ) Permit
- Total Maximum Daily Load (TMDL)
- Vehicle
- Water Quality Control Volume (WQCV)
- Waters of the State of Colorado

December 16, 2014

1-05-07 NOTICE OF VIOLATIONS

If the Director of Community and Economic Development determines a violation of these standards and regulations exists on any property, the Director of Community and Economic Development shall by written notice or order direct that such remedial action or preventative measure be taken by the property owner or person as will result in full compliance with the applicable provisions of these standards and regulations. Such notice or order may include a compliance schedule. The issuance of a notice or order shall in no way or manner be deemed a prerequisite to the institution of enforcement proceedings as are set forth in this chapter.

Compliance with the written notice or order shall not necessarily be deemed to be a defense to any alleged violation of these standards and regulations in any court action instituted by the County seeking compliance with the written notice or order. However, evidence of compliance with the notice or order may be introduced for purposes of mitigation and extenuation.

Notice may be given in person, by Regular First Class Mail or by posting notice on the premises. Notices of violation shall state the nature of the violation and the time allowed for compliance. Notices of violation run with the land and are effective until the violation is corrected.

1-05-08 CEASE AND DESIST ORDER

A cease and desist order to stop operations, use, or construction may be issued by the Director of Community and Economic Development. A cease and desist order may be issued to temporarily stop the operation, use, or construction, for cause, when conditions and circumstances exist which present an immediate health and safety danger.

1-05-08-01 REQUIREMENT TO STOP USE

No person may continue operations or construction activities, or make use of the land in violation of these standards and regulations after a cease and desist order has been issued.

1-05-09 VIOLATIONS

It shall be unlawful to use real property or the improvements on any real property; to undertake the development of real property; to erect, construct, reconstruct, alter, restore or improve a building or structure; to excavate land; to fill land; or to alter or change the use of any real property or improvements on real property in any way inconsistent with and not in accordance with these standards and regulations and

1-07 VESTED RIGHTS

1-07-01 PURPOSE

To ensure reasonable certainty, stability, and fairness in the land use planning process.

1-07-02 APPLICABILITY

Approval of a site specific development plan by the Board of County Commissioners shall create a vested right. A permit or any other approval not specifically identified as a site specific development plan shall not constitute a site specific development plan.

1-07-03 APPROVAL

A vested right shall be deemed established with the approval or conditional approval of a site specific development plan. A conditional approval may impose such terms and conditions necessary to protect the public health, safety and welfare and to ensure compliance with the Adams County Comprehensive Plan and these standards and regulations. Failure to abide by such terms and conditions shall result in a forfeiture of vested rights.

A vested property right, once established, shall attach and run with the applicable property.

1-07-04 NOTICE

Upon approval of a site specific development plan, the ~~Director of Community~~applicant or property owner and Economic Development shall publish a notice of the Board's approval in a newspaper of general circulation no later than fourteen (14) days following said approval. The applicant or property owner shall provide a copy of the newspaper publication to the Department of Community and Economic Development no later than one week after the publication.

1-07-05 TERM

A vested right created by the approval of a site specific development plan shall remain in effect for three (3) years from its effective date or by some other specified time period as adopted by the Board of County Commissioners. This vesting period may be extended by approved amendments to the site specific development plan.

3-15-15-05 **SETBACK AND DIMENSIONAL REQUIREMENTS FOR A PRINCIPAL STRUCTURE**

3-15-15-05-01 ***MINIMUM FRONT SETBACK***

The minimum front setback for a principal structure in a Residential-4 District shall be ~~fifty-twenty-five~~ (5025) feet.

3-15-15-05-02 ***MINIMUM SIDE CORNER SETBACK***

The minimum side corner setback for a principal structure in a Residential-4 District shall be ~~fifty-twenty-five~~ (5025) feet.

3-15-15-05-03 ***MINIMUM SIDE SETBACK***

The minimum side setback for a principal structure in a Residential-4 District shall be twenty-five (25) feet.

3-15-15-05-04 ***MINIMUM REAR SETBACK***

The minimum rear setback for a principal structure in a Residential-4 District shall be twenty (20) feet.

3-15-15-05-05 ***MINIMUM R.O.W. SETBACK***

The minimum setback for all principal structures in a Residential-4 District from an arterial right-of-way shall be fifty (50) feet except a section line arterial right-of-way where the minimum setback shall be eighty (80) feet. The setback from collector and local right-of-ways shall be ~~fifty-twenty-five~~ (5025) feet.

3-15-15-05-06 ***MINIMUM SETBACK FROM SECTION LINE***

The minimum setback from a section line for principal structures in a Residential-4 District shall be one hundred (100) feet. Variations may be permitted if the Department of ~~Transportation~~ Public Works determines no additional right-of-way is required.

Commercial-0 District, subject to the issuance of a Temporary Use Permit from the Director of Community and Economic Development.

3-17-06 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in this Section; or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-17-07 AREA AND HEIGHT STANDARDS

3-17-07-01 MINIMUM LOT SIZE REQUIREMENTS

There are no minimum lot size requirements in a Commercial-0 District.

3-17-07-02 MINIMUM LOT WIDTH REQUIREMENTS

The minimum lot width in a Commercial-0 District shall be seventy-five (75) feet.

3-17-07-03 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A STRUCTURE

3-17-07-03-01 MINIMUM FRONT SETBACK

The minimum front setback for a structure in a Commercial-0 District shall be ~~fifty-two~~twenty-five (~~50~~25) feet.

3-17-07-03-02 MINIMUM SIDE CORNER SETBACK

The minimum side corner setback for a structure in a Commercial-0 District shall be ~~fifty-two~~twenty-five (~~50~~25) feet.

3-17-07-03-03 MINIMUM SIDE SETBACK

The minimum side setback for a structure in a Commercial-0 District shall be fifteen (15) feet on one side and five (5) feet on the other side; zero (0) foot setbacks may be approved for fireproof structures.

3-17-07-03-04 *MINIMUM REAR SETBACK*

The minimum rear setback for a structure in a Commercial-0 District shall be fifteen (15) feet.

3-17-07-03-05 *MINIMUM SETBACK FROM RESIDENTIALLY ZONED OR USED PROPERTY*

Not applicable

3-17-07-03-06 *MINIMUM R.O.W. SETBACK*

The minimum setback for all structures in a Commercial-0 District from an arterial right-of-way shall be seventy-five (75) feet except a section line arterial right-of-way where the minimum setback shall be seventy-five (75) feet. The setback from a collector or local road right-of-way shall be ~~fifty~~ twenty-five (5025) feet.

3-17-07-03-07 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for all structures in a Commercial-0 District shall be one hundred (100) feet. Variations may be permitted if the Department of ~~Transportation-Public Works~~ determines no additional right-of-way is required.

3-17-07-04 *MAXIMUM HEIGHT*

The maximum height of a structure in a Commercial-0 District shall be twenty-five (25) feet.

3-17-07-05 *MAXIMUM FLOOR AREA PER COMMERCIAL USE*

The maximum floor area per commercial use in a Commercial-0 District shall be two thousand (2,000) square feet unless otherwise approved with a Conditional Use Permit.

3-17-07-06 *HOURS OF OPERATION*

The hours of operation in a Commercial-0 District shall be restricted to 7:00 a.m. to 10:00 p.m.

3-18-05 PERMITTED SPECIAL/TEMPORARY USES

Special uses are permitted in a Commercial-1 District, subject to the issuance of a Special Use Permit from the Board of Adjustment. Temporary uses are permitted in a Commercial-1 District, subject to the issuance of a Temporary Use Permit from the Director of Community and Economic Development.

3-18-06 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in this Section; or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-18-07 AREA AND HEIGHT STANDARDS

3-18-07-01 MINIMUM LOT SIZE REQUIREMENTS

There are no minimum lot size requirements in a Commercial-1 District.

3-18-07-02 MINIMUM LOT WIDTH REQUIREMENTS

The minimum lot width in a Commercial-1 District shall be seventy-five (75) feet.

3-18-07-03 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A STRUCTURE

3-18-07-03-01 *MINIMUM FRONT SETBACK*

The minimum front setback for a structure in a Commercial-1 District shall be ~~fifty~~ twenty-five (5025) feet.

3-18-07-03-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for a structure in a Commercial-1 District shall be ~~fifty~~ twenty-five (5025) feet.

3-18-07-03-03 *MINIMUM SIDE SETBACK*

The minimum side setback for a structure in a Commercial-1 District shall be fifteen (15) feet on one side and five (5) feet on the other side; zero (0) foot setbacks may be approved for fireproof structures.

3-18-07-03-04 *MINIMUM REAR SETBACK*

The minimum rear setback for a structure in a Commercial-1 District shall be fifteen (15) feet.

3-18-07-03-05 *MINIMUM SETBACK FROM RESIDENTIALLY ZONED OR USED PROPERTY*

Not applicable

3-18-07-03-06 *MINIMUM R.O.W. SETBACK*

The minimum setback for all structures in a Commercial-1 District from an arterial right-of-way shall be seventy-five (75) feet except a section line arterial right-of-way where the minimum setback shall be seventy-five (75) feet. The setback from a collector or local road right-of-way shall be ~~fifty~~ twenty-five (5025) feet.

3-18-07-03-07 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for all structures in a Commercial-1 District shall be one hundred (100) feet. Variations may be permitted if the Department of ~~Transportation-Public Works~~ determines no additional right-of-way is required.

3-18-07-04 *MAXIMUM HEIGHT*

The maximum height of a structure in a Commercial-1 District shall be twenty-five (25) feet.

3-18-07-05 *MAXIMUM FLOOR AREA PER COMMERCIAL USE*

The maximum floor area per commercial use in a Commercial-1 District shall be two thousand (2,000) square feet unless otherwise approved with a Conditional Use Permit.

3-18-07-06 *HOURS OF OPERATION*

The hours of operation in a Commercial-1 District shall be restricted to 7:00 a.m. to 10:00 p.m.

Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-19-07 AREA AND HEIGHT STANDARDS

3-19-07-01 MINIMUM LOT SIZE REQUIREMENTS

There are no minimum lot size requirements in a Commercial-2 District.

3-19-07-02 MINIMUM LOT WIDTH REQUIREMENTS

The minimum lot width in a Commercial-2 District shall be seventy-five (75) feet.

3-19-07-03 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A STRUCTURE

3-19-07-03-01 MINIMUM FRONT SETBACK

The minimum front setback for a structure in a Commercial-2 District shall be ~~fifty-twenty-five~~ (5025) feet.

3-19-07-03-02 MINIMUM SIDE CORNER SETBACK

The minimum side corner setback for a structure in a Commercial-2 District shall be ~~fifty-twenty-five~~ (5025) feet.

3-19-07-03-03 MINIMUM SIDE SETBACK

The minimum side setback for a structure in a Commercial-2 District shall be fifteen (15) feet on one side and five (5) feet on the other side; zero (0) foot setbacks may be approved for fireproof structures.

3-19-07-03-04 MINIMUM REAR SETBACK

The minimum rear setback for a structure in a Commercial-2 District shall be fifteen (15) feet.

3-19-07-03-05 MINIMUM SETBACK FROM RESIDENTIALLY ZONED OR USED PROPERTY

Not applicable

3-19-07-03-06 *MINIMUM R.O.W. SETBACK*

The minimum setback for all structures in a Commercial-2 District from an arterial right-of-way shall be seventy-five (75) feet except a section line arterial right-of-way where the minimum setback shall be seventy-five (75) feet. The setback from a collector or local road right-of-way shall be ~~fifty~~ twenty-five (5025) feet.

3-19-07-03-07 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for all structures in a Commercial-2 District shall be one hundred (100) feet. Variations may be permitted if the Department of ~~Transportation~~ Public Works determines no additional right-of-way is required.

3-19-07-04 *MAXIMUM HEIGHT*

The maximum height of a structure in a Commercial-2 District shall be thirty-five (35) feet.

3-19-07-05 *MAXIMUM FLOOR AREA PER COMMERCIAL USE*

The maximum floor area per commercial use in a Commercial-2 District shall be ten thousand (10,000) square feet.

3-19-07-06 *HOURS OF OPERATION*

The hours of operation in a Commercial-2 District shall be restricted to 7:00 a.m. to 12:00 a.m. when property abuts residentially zoned or used property. Otherwise, no restrictions on the hours of operation shall apply.

3-19-08 *RELATIONSHIP TO DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS*

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in a Commercial-2 District unless inconsistent with a provision contained in Section 3-19, in which case the specific standard or requirement contained in Section 3-19 shall apply.

3-20-07-03 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A STRUCTURE

3-20-07-03-01 MINIMUM FRONT SETBACK

The minimum front setback for a structure in a Commercial-3 District shall be ~~fifty-two~~twenty-five (~~50~~25) feet.

3-20-07-03-02 MINIMUM SIDE CORNER SETBACK

The minimum side corner setback for a structure in a Commercial-3 District shall be ~~fifty-two~~twenty-five (~~50~~25) feet.

3-20-07-03-03 MINIMUM SIDE SETBACK

The minimum side setback for a structure in a Commercial-3 District shall be fifteen (15) feet on one side and five (5) feet on the other side; zero (0) foot setbacks may be approved for fireproof structures.

3-20-07-03-04 MINIMUM REAR SETBACK

The minimum rear setback for a structure in a Commercial-3 District shall be fifteen (15) feet.

3-20-07-03-05 MINIMUM SETBACK FROM RESIDENTIALLY ZONED OR USED PROPERTY

Not applicable

3-20-07-03-06 MINIMUM R.O.W. SETBACK

The minimum setback for all structures in a Commercial-3 District from an arterial right-of-way shall be seventy-five (75) feet except a section line arterial right-of-way where the minimum setback shall be seventy-five (75) feet. The setback from a collector or local road right-of-way shall be ~~fifty-two~~twenty-five (~~50~~25) feet.

3-20-07-03-07 MINIMUM SETBACK FROM SECTION LINE

The minimum setback from a section line for all structures in a Commercial-3 District shall be one hundred (100) feet. Variations may be permitted if the Department of ~~Transportation~~Public Works determines no additional right-of-way is required.

3-21-07-02 MINIMUM LOT WIDTH REQUIREMENTS

The minimum lot width in a Commercial-4 District shall be one hundred (100) feet.

3-21-07-03 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A STRUCTURE

3-21-07-03-01 MINIMUM FRONT SETBACK

The minimum front setback for a structure in a Commercial-4 District shall be ~~fifty-twenty-five~~ (5025) feet.

3-21-07-03-02 MINIMUM SIDE CORNER SETBACK

The minimum side corner setback for a structure in a Commercial-4 District shall be ~~fifty-twenty-five~~ (5025) feet.

3-21-07-03-03 MINIMUM SIDE SETBACK

The minimum side setback for a structure in a Commercial-4 District shall be fifteen (15) feet on one side and five (5) feet on the other side; zero (0) foot setbacks may be approved for fireproof structures.

3-21-07-03-04 MINIMUM REAR SETBACK

The minimum rear setback for a structure in a Commercial-4 District shall be fifteen (15) feet.

3-21-07-03-05 MINIMUM SETBACK FROM RESIDENTIALLY ZONED OR USED PROPERTY

Not applicable

3-21-07-03-06 MINIMUM R.O.W. SETBACK

The minimum setback for all structures in a Commercial-4 District from an arterial right-of-way shall be seventy-five (75) feet except a section line arterial right-of-way where the minimum setback shall be seventy-five (75) feet. The setback from a collector or local road right-of-way shall be ~~fifty-twenty-five~~ (5025) feet.

3-21-07-03-07 MINIMUM SETBACK FROM SECTION LINE

The minimum setback from a section line for all structures in a Commercial-4 District shall be one hundred (100) feet. Variations may be permitted if the

3-22-06 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in this Section; or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-22-07 AREA AND HEIGHT STANDARDS

3-22-07-01 MINIMUM LOT SIZE REQUIREMENTS

There are no minimum lot size requirements in a Commercial-5 District.

3-22-07-02 MINIMUM LOT WIDTH REQUIREMENTS

The minimum lot width in a Commercial-5 District shall be one hundred (100) feet.

3-22-07-03 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A STRUCTURE

3-22-07-03-01 MINIMUM FRONT SETBACK

The minimum front setback for a structure in a Commercial-5 District shall be ~~fifty twenty-five~~ (5025) feet.

3-22-07-03-02 MINIMUM SIDE CORNER SETBACK

The minimum side corner setback for a structure in a Commercial-5 District shall be ~~fifty twenty-five~~ (5025) feet.

3-22-07-03-03 MINIMUM SIDE SETBACK

The minimum side setback for a structure in a Commercial-5 District shall be fifteen (15) feet on one side and five (5) feet on the other side; zero (0) foot setbacks may be approved for fireproof structures.

3-22-07-03-04 MINIMUM REAR SETBACK

The minimum rear setback for a structure in a Commercial-5 District shall be fifteen (15) feet.

3-22-07-03-05 *MINIMUM SETBACK FROM RESIDENTIALLY ZONED OR USED PROPERTY*

Not applicable

3-22-07-03-06 *MINIMUM R.O.W. SETBACK*

The minimum setback for all structures in a Commercial-5 District from an arterial right-of-way shall be seventy-five (75) feet except a section line arterial right-of-way where the minimum setback shall be seventy-five (75) feet. The setback from a collector or local road right-of-way shall be ~~fifty~~ twenty-five (50/25) feet.

3-22-07-03-07 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for all structures in a Commercial-5 District shall be one hundred (100) feet. Variations may be permitted if the Department of ~~Transportation~~ Public Works determines no additional right-of-way is required.

3-22-07-04 *MAXIMUM HEIGHT*

The maximum height of a structure in a Commercial-5 District shall be thirty-five (35) feet.

3-22-08 *RELATIONSHIP TO DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS*

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in a Commercial-5 District unless inconsistent with a provision contained in Section 3-22, in which case the specific standard or requirement contained in Section 3-22 shall apply.

3-23-07 AREA AND HEIGHT STANDARDS

3-23-07-01 MINIMUM LOT SIZE REQUIREMENTS

The minimum lot size requirement shall be one (1) acre in an Industrial-1 District.

3-23-07-02 MINIMUM LOT WIDTH REQUIREMENTS

The minimum lot width in an Industrial-1 District shall be one hundred (100) feet.

3-23-07-03 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A STRUCTURE

3-23-07-03-01 MINIMUM FRONT SETBACK

The minimum front setback for a structure in an Industrial-1 District shall be ~~fifty-twenty-five~~ (5025) feet.

3-23-07-03-02 MINIMUM SIDE CORNER SETBACK

The minimum side corner setback for a structure in an Industrial-1 District shall be ~~fifty-twenty-five~~ (5025) feet.

3-23-07-03-03 MINIMUM SIDE SETBACK

The minimum side setback for a structure in an Industrial-1 District shall be fifteen (15) feet on one side and five (5) feet on the other side; zero (0) foot setbacks may be approved for fireproof structures.

3-23-07-03-04 MINIMUM REAR SETBACK

The minimum rear setback for a structure in an Industrial-1 District shall be fifteen (15) feet.

3-23-07-03-05 MINIMUM SETBACK FROM RESIDENTIALLY ZONED OR USED PROPERTY

Not applicable

3-23-07-03-06 MINIMUM R.O.W. SETBACK

The minimum setback for all structures in an Industrial-1 District from an arterial right-of-way shall be seventy-five (75) feet except a section line arterial right-of-way where the minimum setback shall be seventy-five (75)

feet. The setback from a collector or local road right-of-way shall be ~~fifty~~
~~twenty-five~~ (50~~25~~) feet.

3-23-07-03-07 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for all structures in an Industrial-1 District shall be one-hundred-forty-five (145) feet. Variations may be permitted if the Department of ~~Transportation~~Public Works determines no additional right-of-way is required.

3-23-07-04 *MAXIMUM HEIGHT*

The maximum height of a structure in an Industrial-1 District shall be sixty (60) feet.

3-23-08 *RELATIONSHIP TO DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS*

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in an Industrial-1 District unless inconsistent with a provision contained in Section 3-23, in which case the specific standard or requirement contained in Section 3-23 shall apply.

3-24-07-02 MINIMUM LOT WIDTH REQUIREMENTS

The minimum lot width in an Industrial-2 District shall be one-hundred-twenty-five (125) feet.

3-24-07-03 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A STRUCTURE

3-24-07-03-01 MINIMUM FRONT SETBACK

The minimum front setback for a structure in an Industrial-2 District shall be ~~fifty-twenty-five~~ (5025) feet.

3-24-07-03-02 MINIMUM SIDE CORNER SETBACK

The minimum side corner setback for a structure in an Industrial-2 District shall be ~~fifty-twenty-five~~ (5025) feet.

3-24-07-03-03 MINIMUM SIDE SETBACK

The minimum side setback for a structure in an Industrial-2 District shall be fifteen (15) feet on one side and five (5) feet on the other side; zero (0) foot setbacks may be approved for fireproof structures.

3-24-07-03-04 MINIMUM REAR SETBACK

The minimum rear setback for a structure in an Industrial-2 District shall be fifteen (15) feet.

3-24-07-03-05 MINIMUM SETBACK FROM RESIDENTIALLY ZONED OR USED PROPERTY

Not applicable

3-24-07-03-06 MINIMUM R.O.W. SETBACK

The minimum setback for all structures in an Industrial-2 District from an arterial right-of-way shall be seventy-five (75) feet except a section line arterial right-of-way where the minimum setback shall be seventy-five (75) feet. The setback from a collector or local road right-of-way shall be ~~twenty-five~~ (5025) feet.

3-24-07-03-07 MINIMUM SETBACK FROM SECTION LINE

The minimum setback from a section line for all structures in an Industrial-2 District shall be one-hundred-forty-five (145) feet. Variations may be

3-25-07-03 **SETBACK AND DIMENSIONAL REQUIREMENTS FOR A STRUCTURE**

3-25-07-03-01 ***MINIMUM FRONT SETBACK***

The minimum front setback for a structure in an Industrial-3 District shall be ~~fifty twenty-five~~ (2550) feet.

3-25-07-03-02 ***MINIMUM SIDE CORNER SETBACK***

The minimum side setback for a structure in an Industrial-3 District shall be ~~fifty twenty-five~~ (5025) feet.

3-25-07-03-03 ***MINIMUM SIDE SETBACK***

The minimum side setback for a structure in an Industrial-3 District shall be fifteen (15) feet on one side and five (5) feet on the other side; zero (0) foot setbacks may be approved for fireproof structures.

3-25-07-03-04 ***MINIMUM REAR SETBACK***

The minimum rear setback for a structure in an Industrial-3 District shall be fifteen (15) feet.

3-25-07-03-05 ***MINIMUM SETBACK FROM RESIDENTIALLY ZONED OR USED PROPERTY***

Not applicable

3-25-07-03-06 ***MINIMUM R.O.W. SETBACK***

The minimum setback for all structures in an Industrial-3 District from an arterial right-of-way shall be seventy-five (75) feet except a section line arterial right-of-way where the minimum setback shall be seventy-five (75) feet. The setback from a collector or local road right-of-way shall be ~~fifty twenty-five~~ (5025) feet.

3-25-07-03-07 ***MINIMUM SETBACK FROM SECTION LINE***

The minimum setback from a section line for all structures in an Industrial-2 District shall be one-hundred-forty-five (145) feet. Variations may be permitted if the Department of ~~Transportation~~ Public Works determines no additional right-of-way is required.

4-02-02-04 TRASH CONTAINERS FOR CONSTRUCTION PURPOSES

Containers for construction waste may be permitted in the front and side yards of a residential dwelling for no more than a 14 day period. All trash containers shall be covered. Containers shall not be located within the public right-of-way.

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4-02-02-044-02-02-05 STORAGE AND PARKING OF VEHICLES IN RESIDENTIAL DISTRICTS

The storage and parking of motor vehicles shall meet the requirements of Section 4-03-03-02-12.

4-02-02-054-02-02-06 SALE OF PRODUCTS FROM STANDS

The sale of any products from a temporary stand, motor vehicle, or trailer is prohibited, except by Special Use Permit or as otherwise permitted by these standards and regulations.

4-02-02-064-02-02-07 OBSTRUCTION OF VIEWS ALONG A PUBLIC RIGHT-OF-WAY

The erection of any fence, tree, shrub, hedge or any object, which obstructs the view of traffic, authorized traffic control devices, or otherwise constitutes a hazard to drivers or pedestrians is prohibited. Should said obstruction occur, the Director of ~~Transportation~~Public Works shall send a letter requiring the owner of the property abutting the right-of-way to trim or remove within ten (10) days, at the owner's expense, any object which constitutes a traffic hazard.

4-02-02-074-02-02-08 STORAGE CONTAINERS

Portable, movable, or temporary metal, wood and plastic storage containers greater than one hundred twenty (120) square feet for the purpose of outside storage, are not allowed. Any storage container less than one hundred twenty (120) square feet in size is allowed, but shall not exceed ten (10) days on any one property. ***Adopted by the BoCC on December 13, 2010**

4-02-03 GRAFFITI

Graffiti as defined in Chapter 11 shall not be permitted. It shall be the responsibility of the property owner to remove, or conceal the graffiti. If the property owner chooses to conceal the graffiti, the same color of the original surface shall be used. ***Adopted by the BoCC on December 13, 2010**

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4-02-04 CONSTRUCTION TRAILERS

4-02-04-01-01 BUILDING AND ELECTRICAL PERMIT REQUIRED

Construction trailers intended to be in operation shall obtain Building and Electrical Permits from the Community and Economic Development Department. .

4-02-04-01-02 MINIMUM LOT AREA

No construction trailer shall be located on a parcel of land less than one thousand (1,000) square feet in size.

4-02-04-01-03 LOCATION

The construction trailer shall be located within or adjacent to the development project the trailer is associated with and is only permitted for the duration of the project.

4-02-04-01-04 PERIOD OF OPERATION

A construction trailer shall expire one year from the date of approval, unless renewed. Renewals of construction trailers may only be issued for a maximum of one year **at a time.**

4-02-04-01-05 NO ACCOMMODATIONS IN TRAILER

The construction trailer shall contain no sleeping or cooking accommodations.

4-02-04-01-06 SETBACK FROM OCCUPIED STRUCTURE

Not applicable.

4-02-04-01-07 OTHER SETBACKS

The setbacks for the zone district shall apply.

4-02-04-01-08 WATER AND SANITATION

All construction trailers shall have adequate water and sanitation approved by Tri-county Health Department, which may include bottled water and/or portable toilet facilities.

4-02-04-01-09 **SIGNAGE**

All signs associated with Construction and/or Sales Office Trailers shall be consistent with Section 4-05-01-06. *Adopted by the BoCC on December 13, 2010, or as amended

4-02-04-02 **SALES / OFFICE TRAILERS**

4-02-04-02-01 **BUILDING AND ELECTRICAL PERMIT REQUIRED**

Sales/office trailers intended to be in operation shall obtain Building and Electrical Permits from the Community and Economic Development Department.

4-02-04-02-02 **MINIMUM LOT AREA**

No office trailer shall be located on a parcel of land less than one thousand (1,000) square feet in size.

4-02-04-02-03 **LOCATION**

The office trailer shall be located within or adjacent to the development project the office or shed is associated with and is only permitted for the duration of the project.

4-02-04-02-04 **PERIOD OF OPERATION**

An office/sales trailer shall expire one year from the date of approval unless renewed. Renewals of construction trailers may only be issued for a maximum of one year **at a time.**

4-02-04-02-05 **NO ACCOMMODATIONS IN OFFICE**

The office trailer shall contain no sleeping or cooking accommodations.

4-02-04-02-06 **SETBACKS FROM OCCUPIED STRUCTURE**

Not applicable.

4-02-04-02-07 **OTHER SETBACKS**

The setbacks of the zone district shall apply.

4-02-04-02-08 **WATER AND SANITATION**

All offices shall have adequate water and sanitation approved by Tri-County Health Department, which may include bottled water and/or portable toilet facilities.

4-02-04-02-09 **SIGNAGE**

All signs associated with office/sales trailers shall be consistent with Section 4-05-01-06. ***Adopted by the BoCC on December 13, 2010 or as amended.**

4-02-04-02-10 **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**

All office trailers shall comply with the regulations and requirements of the American with Disabilities Act.

4-03 ACCESSORY USES PERFORMANCE STANDARDS

4-03-01 GENERAL PROVISIONS

4-03-01-01 INCIDENTAL TO MAIN USE

An accessory use shall be customarily incidental to a main use.

4-03-01-02 LOCATED ON SAME LOT AS MAIN USE

An accessory use shall be located on the same lot or zoning lot as the main use, except as otherwise provided in this section.

4-03-01-03 ACCESSORY ~~BUILDINGS~~STRUCTURES

Accessory ~~buildings-structures~~ shall meet the following requirements:

1. *Setbacks*: An accessory ~~building-structure~~ ~~must-shall~~ meet required setbacks for the zone district in which it is located.
2. *Percentage of Yards*: No accessory ~~building-structure~~ shall occupy more than fifty percent (50%) of the area of the rear yard.
3. *Height*: An accessory ~~building-structure~~ ~~must-shall~~ meet required height limitations for the zone district in which it is located.
4. *Compliance with Building Code*: Any accessory ~~building-structure on a residentially used property~~ ~~iesy~~ exceeding two hundred (200) square feet ~~must~~shall obtain a building permit. Any accessory ~~building-structure~~ on commercially or industrially used property exceeding one hundred and twenty (120) square feet ~~must~~shall obtain a building permit. All accessory ~~buildings-structures~~ shall comply with ~~adopted-adopted~~ the 1997 Uniform Building Code, as amended.
5. *Construction of Accessory ~~Building~~Structure*: No permit for construction of an accessory ~~building-structure~~ shall be issued prior to construction of a principal building except in the A-3 Zone District.

5. *Setback from Residential Structure:* The loft shall be set back a minimum of twenty-five (25) feet from any residential structure.
6. *Lot Line Setbacks:* The loft shall be set back from all lot lines in accordance with the accessory setbacks for the zone district in which it is located.
7. *Pigeon Feed:* All pigeon feed shall be stored in such containers as to protect against intrusion by rodents and other vermin.
8. *Pigeon Feeding:* All pigeons shall be fed within the confines of the loft.
9. *Pigeon Release for Flying:* Pigeons will not be released for flying for four (4) hours after feeding.
10. *Pigeon Confinement:* All pigeons shall be confined to the loft, except for limited periods necessary for exercise, training and competition. At no time shall pigeons be allowed to perch or linger on the buildings or property of individuals other than the owner of the pigeons.
11. *Other Standards:* All pigeon and animal keeping shall conform to Section 4-20 of these standards and regulations.

4-03-03-02-10 SOLAR ENERGY SYSTEM

1. *Property Served:* The solar energy system shall be designed to only provide energy for the property upon which it is located. However, excess energy may be sold as permitted by state and federal law.
2. *Maximum Height of Attached Panels:* Solar panels attached to a roof shall not exceed the maximum permitted height of the structure type by more than five (5) feet.
3. *Maximum Height of Detached Solar Panels:* Fifteen (15) feet
4. *Location of Detached Panels:* Detached solar panels are prohibited within any setback area or between the front or side corner property line and the front building line of the principal structure.

4-03-03-02-11 STORAGE, PRIVATE

1. *Maximum Height:* Twenty-four (24) feet
2. *Maximum Rear Yard Coverage:* A storage structure may not occupy more than thirty percent (30%) of any rear yard.

4-03-03-02-12 STORAGE, ~~AND PARKING OF VEHICLES AND MACHINES~~

1. *Prohibited Vehicles ~~and Machines~~:* No vehicle in excess of seven thousand (7,000) pounds gross vehicle weight (G.V.W.) shall be kept,

stored, or parked in a residential ~~zone~~ or agricultural A-1 zone district, except by Conditional Use Permit. This shall include, but is not limited to, tractor trailers, over-the-road semi trucks, road cleaners, motor graders, tow trucks, and similar maintenance or construction equipment. This prohibition does not apply to recreational vehicles, personal non-commercial vehicles, and agricultural equipment used for agricultural purposes. ~~vehicles agricultural equipment being utilized for agricultural purposes on site or private, non-commercial purposes.~~

2. Storing and Parking Vehicles Permitted Vehicles and Machines: ~~Vehicles that are allowed to be stored or parked in agricultural and residential zone districts, include but are not limited to Boats~~boats, boat trailers, trailers, campers, fifth-wheel trailers, motor homes, stock cars, ski mobiles, ~~or any other recreational vehicles~~ vehicle may be stored or parked in a residential zone or including the A-1 zone district, provided The storage or parking of any vehicle in any zone district must meet the ~~performance~~ standards listed ~~below~~ in this section.

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3. Total Number of Recreational Vehicles, Vehicles and/or Machines Permitted Vehicles Stored

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a. Lots less than 1 Acre: A total of two (2) ~~recreational~~vehicles, ~~vehicles or machines~~ may be stored outdoors.

b. Lots of 1 Acre or More: A total of two (2) ~~recreational~~vehicles per acre, with a maximum of five (5) ~~recreational~~vehicles may be stored outdoors.

c. A vehicle is "stored" on a property when it is located on the same property for a period of seventy-two (72) hours or more.

4. ~~Recreation~~ Vehicles Stored on or Attached to a Trailer: Recreational vehicles stored on a trailer, ~~and any vehicle attached to a trailer,~~ shall be counted as one (1) vehicle.

5. ~~Occupation of Inhabiting Recreational Vehicles as a Residence:~~ Within a consecutive twelve (12) months, n~~No motor~~Motor homes, trailers, ~~or 5th wheels, or and other recreational vehicles may be shall be~~ occupied-inhabited one time for a maximum of thirty (30) consecutive days within a calendar year. The use of a motor home, trailer, 5th wheel, or other recreational vehicle must be in conjunction with a residence, by guests longer than one (1) month in conjunction with a residence.

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6. Right-of-Way Parking: Recreational vehicles ~~or and~~ any type of trailer ~~are only permitted to be stored, or may only be~~ parked on any public right-of-way for a maximum period of twenty-four (24) hours. The same recreational vehicle or trailer ~~shall may~~ not be moved and re-parked within a five (5) mile vicinity for six (6) months. Machines;

~~unlicensed vehicles, or~~ Unlicensed and inoperable vehicles ~~are may~~ not ~~permitted to~~ be stored or parked on any public right-of-way for any time period.

7. *Inoperable and Unlicensed Vehicles:* ~~The outdoor parking of any inoperable vehicle, or unlicensed vehicle, or unused vehicle, motor vehicle or trailer~~ Inoperable vehicles and unlicensed vehicles without a properly displayed and valid State Motor Vehicle Registration Certificate ~~and (if required) a valid State Air Quality Control Emissions Certificate State Inspection Certificate,~~ shall may not be stored or parked outdoors, be prohibited.
8. *Storage on an approved surface:* In residential zone districts, all storage of vehicles and machines listed in this section shall be located on an approved, hard surface of asphalt or concrete and no parking of vehicles is allowed in the back yard or any landscaped area. In the A-1 zone district, all storage of vehicles and machines listed in this section may be located on gravel or recycled asphalt and no parking of vehicles is allowed in the back yard or on any landscaped area. Gravel or recycled asphalt areas within the rear or side setback is not considered part of the back yard and parking is permitted.

4-03-03-02-13 **SWIMMING POOL**

1. *Location:* No swimming pool shall be located in the area from the right-of-way to the front structure line.
2. *Fencing:* All swimming pools shall be completely enclosed by a fence not less than forty-eight (48) inches in height with no opening large enough to permit children to pass through other than gates or doors equipped with self-latching devices placed on the inside top of the gate.
3. *Pre-Existing Pools:* All pre-existing pools shall be completely enclosed by a fence no later than six (6) months following adoption of these standards and regulations.
4. *Wading Pools:* Wading pools with a maximum possible water depth of twenty (20) inches or less are not required to be fenced.

4-03-04 **ACCESSORY USES, COMMERCIAL**

4-03-04-01 **GENERAL ACCESSORY USES PERMITTED**

The following general accessory uses are permitted in Commercial Districts:

4-04-02-01-06 *SETBACK FROM OCCUPIED STRUCTURE*

Not applicable.

4-04-02-01-07 *USE AREA SETBACK*

Vehicle use areas, material storage areas, and structures shall be setback at least one hundred (100) feet from the property boundary.

4-04-02-01-08 *ACCESS*

All temporary mixing plants shall have highway, arterial, or collector road access.

4-04-02-01-09 *DUST CONTROL*

It is the responsibility of the temporary plant operator to control dust, dirt, and any other debris from blowing from the site on to other properties.

4-04-02-01-10 *ROAD DAMAGE*

Any road damage to the roads providing access to the site of the temporary plant shall be repaired by the temporary plant operator as deemed necessary by the Director of ~~Transportation~~Public Works . The Director of ~~Transportation~~Public Works shall require the plant operator to post a performance bond to cover all potential repair costs.

4-04-02-01-11 *TRUCKING*

Due to the magnitude of the use, the Director of ~~Transportation~~Public Works may add additional standards regarding trucking routes and the size of loads to protect the general welfare of the citizens.

~~4-04-02-02 **CONSTRUCTION AND/OR SALES OFFICE TRAILERS**~~

~~4-04-02-02-01 **SPECIAL USE PERMIT REQUIRED**~~

~~Construction and/or sales office trailers intended to be in operation shall obtain a Special Use Permit. However, construction and/or sales office trailers may be issued a Temporary Use Permit by the Community and Economic Development Department for a maximum of ninety days (90) in advance of any hearing before the Board of Adjustment.~~

~~4-04-02-02-02~~ ~~MINIMUM LOT AREA~~

~~No office trailer shall be located on a parcel of land less than one thousand (1,000) square feet in size.~~

~~4-04-02-02-03~~ ~~LOCATION~~

~~The office trailer shall be located within or adjacent to the development project the office is associated with and is only permitted for the duration of the project.~~

~~4-04-02-02-04~~ ~~PERIOD OF OPERATION~~

~~An office trailer shall only be permitted as an accessory use to construction projects.~~

~~4-04-02-02-05~~ ~~NO ACCOMMODATIONS IN OFFICE~~

~~The office trailer shall contain no sleeping or cooking accommodations.~~

~~4-04-02-02-06~~ ~~SETBACK FROM OCCUPIED STRUCTURE~~

~~Not applicable.~~

~~4-04-02-02-07~~ ~~OTHER SETBACKS~~

~~The setbacks for the zone district shall apply.~~

~~4-04-02-02-08~~ ~~WATER AND SANITATION~~

~~All office trailers shall have adequate water and sanitation approved by the Tri County Health Department, which may include bottled water and/or portable toilet facilities.~~

~~4-04-02-034-04-02-02~~ **INERT FILL OPERATIONS**

~~4-04-02-03-014-04-02-02-01~~ **SPECIAL USE PERMIT REQUIRED**

~~4-04-02-03-024-04-02-02-02~~ **INERT FILL OPERATIONS INTENDED TO BE IN OPERATION FOR MORE THAN SIX (6) MONTHS SHALL OBTAIN A SPECIAL USE PERMIT. INERT FILL OPERATIONS MAY BE ISSUED A TEMPORARY USE PERMIT BY THE COMMUNITY AND ECONOMIC DEVELOPMENT**

4-05-02-04-06 PERIOD OF PLACEMENT AND REMOVAL

Construction site fencing may exist during the period of construction for the project. It shall be removed within thirty (30) days of issuance of a certificate of occupancy.

~~4-05-02-05 CONSTRUCTION AND/OR SALES OFFICE TRAILERS~~

~~4-05-02-05-01 TEMPORARY USE BUILDING PERMIT REQUIRED~~

~~Construction and/or sales office trailers intended to be in operation shall obtain a Special Use Building Permit from the Community and Economic Development Department. However, construction and/or sales office trailers may be issued a Temporary Use Permit by the Community and Economic Development Department for a maximum of ninety days (90) in advance of any hearing before the Board of Adjustment.~~

~~4-05-02-05-02 MINIMUM LOT AREA~~

~~No construction office trailer shall be located on a parcel of land less than one thousand (1,000) square feet in size.~~

~~4-05-02-05-03 LOCATION~~

~~The construction office trailer shall be located within or adjacent to the development project the office or shed trailer is associated with and are only permitted for the duration of the project.~~

~~4-05-02-05-04 PERIOD OF OPERATION~~

~~An office trailer shall only be permitted as an accessory use to construction projects. The construction trailer shall be removed no later than thirty (30) days after completion of construction.~~

~~4-05-02-05-05 NO ACCOMMODATIONS IN OFFICE TRAILER~~

~~The office construction trailer shall contain no sleeping or cooking accommodations.~~

~~4-05-02-05-06 SETBACK FROM OCCUPIED STRUCTURE~~

~~Not applicable.~~

~~4-05-02-05-07~~ — **~~OTHER SETBACKS~~**

~~The setbacks for the zone district shall apply.~~

~~4-05-02-05-08~~ — **~~WATER AND SANITATION~~**

~~All offices construction trailers shall have adequate water and sanitation, approved by the Tri-County Health Department which may include bottled water and/or portable toilet facilities.~~

~~4-05-02-05-09~~ — **~~SIGNAGE~~**

~~All signs associated with Construction and/or Sales Office Trailers shall be consistent with Section 4-05-01-06. ***Adopted by the BoCC on December 13, 2010**~~

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SALES / OFFICE TRAILERS

BUILDING PERMIT REQUIRED

~~Sales/office trailers intended to be in operation shall obtain a Building Permit from the Community and Economic Development Department.~~

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MINIMUM LOT AREA

~~No office trailer shall be located on a parcel of land less than one thousand (1,000) square feet in size.~~

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LOCATION

~~The office trailer shall be located within or adjacent to the development project the office or shed is associated with.~~

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PERIOD OF OPERATION

~~An office/sales trailer shall be removed from the site once the last unit has been sold or leased.~~

NO ACCOMMODATIONS IN OFFICE

~~The office trailer shall contain no sleeping or cooking accommodations.~~

SETBACKS FROM OCCUPIED STRUCTURE

Not applicable.

OTHER SETBACKS

The setbacks of the zone district shall apply.

WATER AND SANITATION

All offices shall have adequate water and sanitation, which may include bottled water and/or portable toilet facilities.

SIGNAGE

All signs associated with office/sales trailers shall be consistent with Section 4-05-01-06. ***Adopted by the BoCC on December 13, 2010.**

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

All office trailers shall comply with the regulations and requirements of the American with Disabilities Act.

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4-05-02-064-05-02-05 **FIREWORKS STAND/TENT ***

***Fireworks Stand/Tent Regulations were adopted by the Board of County Commissioners on April 21, 2008.**

4-05-02-06-014-05-02-05-01 **TEMPORARY USE PERMIT REQUIRED**

A Temporary Use Permit shall be obtained for each stand/tent before locating any fireworks stand/tent and shall comply with the performance criteria of Section 4-05-02-06.

glare would create a significant adverse impact on the adjacent property owners, neighborhood or community in terms of vehicular safety, outdoor activities and enjoyment of views. If so, such materials shall not be permitted.

3. *Windows*: Mirror glass with a reflectivity or opacity of greater than sixty percent (60%) is prohibited. Clear glass shall be used for institutional front windows or doors. Windows shall be individually defined with detail elements such as frames, sills, and lintels, and placed to visually establish and define the structure stories and establish human scale and proportion.

4-08-01-02-01-06 ***Land Use Transition***

When land uses with significantly different visual character are proposed adjacent to each other and where gradual transitions are not possible or not in the best interest of the community, the proposed structure shall, to the maximum extent feasible, achieve compatibility through compliance with the standards set forth in this Section regarding scale, form, materials, and colors and adoption of operational standards including limits on hours of operation, lighting, placement of noise-generating activities and similar restrictions.

4-08-01-02-01-07 ***Operational/Physical Compatibility Standards***

The following conditions may be imposed upon the approval of development applications to ensure new development will be compatible with existing neighborhoods and uses, including, but not limited to, restrictions on:

1. Hours of operations and deliveries
2. Location of activities generating potential adverse impacts on adjacent uses such as noise and glare
3. Placement of trash receptacles
4. Location and screening of loading and delivery zones
5. Light intensity and hours of full illumination
6. Placement and illumination of outdoor vending machines

4-08-01-02-02 ***FENCING, WALLS, AND SCREENING***

4-08-01-02-02-01 ***Maximum Height***

The maximum height of fencing, walls, or screening shall be ninety-six (96) inches, which ~~may~~ shall include ~~no~~ more than four (4) strands of

barbed wire forming the top eighteen (18) inches or less of the fence, placed at a forty-five (45) degree angle.

4-08-01-02-02-02***Fence Bottom***

The bottom of the fence shall be no more than six (6) inches above grade at any point.

4-08-01-02-02-03***Electric and Barbed Wire Fencing Prohibited***

Electric fencing and fencing consisting only of barbed wire are prohibited as an external boundary fence.

4-08-01-02-02-04***Screen Fencing***

Screen fencing is required to conceal outside storage from all adjacent road right-of-way and lesser intensity uses. Screening is not required between storage yards provided neither yard is visible from an adjacent road right-of-way. This section does not affect required landscaping along street frontages or buffering requirements contained in these regulations. In all practicable cases, the screen fencing addressed below shall be behind the required landscaping. The following criteria shall be followed in determining what form of screening is appropriate to accomplish visual buffering of outside storage yards in the County.

1. If the property is already developed and the proposed storage area is enclosed by an existing chain link fence, which has a useful life remaining, the property owner shall:
 - a. Install heavy gauge PVC or vinyl inserts.
 - b. The inserts shall achieve a minimum of ninety (90) percent opacity.
 - c. Color of the inserts is at the discretion of the applicant.
 - d. If the existing fence does not have a remaining useful life, the property (or portion of the property affected) defaults to item 2.
2. If the property is not developed and is proposed for outside storage, the property owner shall conceal all outside storage with an eight foot solid wood fence or masonry wall.
3. If the property is not feasibly screened by a fence from an adjacent road due to topography, the property owner shall:
 - a. Install fast growing trees (preferably a mix of coniferous and deciduous) appropriately spaced to ensure complete screening at maturity.

4-10-02-06-07 **ACCESSORY OUTDOOR STORAGE (NOT TO EXCEED 100% OF THE BUILDING AREA)**

1. All outdoor storage shall be screened in accordance with the Fencing, Walls, and Screening section (See Section 4-~~09~~10-01-03) of these standards and regulations.
2. All outdoor storage shall not exceed the height of the fence, unless specifically approved by the Board of County Commissioners as part of the Conditional Use Permit.
3. All outdoor storage shall consist of non-hazardous materials as determined by the Colorado Department of Public Health and Environment.
4. All outdoor storage shall be designed with adequate access areas and shall meet all requirements of the local fire district.

1. *Agricultural Assessment:* By Colorado Statute, agricultural uses in Adams County do not pay property taxes on the market value of land upon which they are located. If they did, agriculture in Adams County would have disappeared long ago. Agricultural assessments are a conscious decision in order to retain agriculture for as long as possible.
2. *Open Space Subdivisions and P.U.D.s:* Developments in the Agricultural Districts are required to cluster homes and to provide either thirty percent (30%) or sixty percent (60%) open space. If the property proposed for development has an existing agricultural operation, or a land owner wishes to establish an agricultural operation on the portion of the property proposed as open space, agriculture is an accepted and encouraged use of the required open space.
3. *Agricultural Zoning Density:* Developments in the Agricultural Districts are kept at a low density. Residential development and agriculture are generally incompatible. The more the permitted form of development can either prevent or mitigate such conflicts, the more likely it is that agricultural operations can continue. Low development densities can help to mitigate some conflicts.
4. *Agricultural Land Uses:* Certain uses generally compatible with agricultural uses have been permitted in the Agricultural Districts in order to provide opportunities for agricultural families to diversify their income base, yet retain their primary way of life--agriculture. The following uses have been permitted in the Agricultural Districts, in many cases, specifically to promote agriculture: Agricultural employee housing, mobile home, nurseries, bed and breakfasts, agricultural support and service uses, produce stands, campgrounds, outdoor recreational uses, home businesses, cottage industries including small food manufacturing operations, etc.
5. ~~*Exemption from Regulations for Agricultural Uses:* Agricultural uses, unlike other nonresidential uses, do not need Conditional Use Permit approval to operate. However, building permit approval is required. Agricultural uses are also exempt from grading regulations.~~

4-11-02-05-03

STANDARDS

Any conversion of agricultural land shall comply with the following standards.

1. *Site Evaluation:* Farm and ranch lands shall be assessed according to the USDA Agricultural Soil Capability Classifications. The site shall be mapped and the soils with the lowest classifications shall be developed first.

Total Parking Spaces in Lot	Minimum Number of Accessible Spaces Required
Less than 25	1
26-50	2
51-75	3
76-100	4
101-450	5
151-200	6
201-300	7
301-400	8
401-500	9
501- 600 1000	2 percent of total spaces
Greater than 1000	20 spaces plus 1 space for every 100 spaces or fraction thereof over 1000

Parking spaces for the physically handicapped shall have a stall width of thirteen (13) feet unless the space is parallel to a pedestrian walkway. All other dimensions for the space shall be the same as those for standard parking spaces.

Handicap parking spaces shall be located as close as possible to the nearest accessible building entrance using the shortest accessible route of travel. Whenever possible, the accessible route should not cross lanes for vehicular travel.

Each handicap space shall be clearly designated as being reserved for the use of the physically handicapped with the appropriate signing and/or pavement marking.

4-12-04-11 SETBACKS

Parking lots shall be setback from road rights-of-way and from side and rear lot lines in accordance with the approved landscaping plan. ***Adopted by the BoCC on December 13, 2010**

4-12-04-12 PEDESTRIAN FACILITIES

Parking lots shall be designed to minimize conflicts between vehicles or bicycles and pedestrians. Pedestrian routes, which provide direct and convenient access through the site, should be identified and incorporated into the layout of the parking lot. To the extent practical, pedestrian improvements shall be provided within the parking lot, which collect and channel pedestrians safely through the lot, minimizing the need to use driving aisles for walkways.

Pedestrian routes shall be highly visible, incorporating design elements such as grade separation, special paving, pavement marking, or other means to clearly

or neighborhood identification signs shall be maintained by a home owners association, lot owners association, or other County approved management entity. Permanent subdivision or neighborhood identification signs shall also conform to the sign landscaping, clearance, and sight distance triangle provisions of this Section 4-14-06-03-02.

4-14-06-05 BUILDING MOUNTED SIGNS

4-14-06-05-01 DEFINITION OF BUILDING MOUNTED SIGN

A building mounted sign is a sign, which is attached to any supporting elements of a building. Building mounted signs include canopies, marquees, projecting, suspended, wall, and window signs.

4-14-06-05-02 BUILDING MOUNTED SIGN RESTRICTIONS

Building mounted signs are permitted subject to the following restrictions:

1. *Total Number of Signs:* No more than one (1) building mounted sign shall be permitted per frontage or commercial/industrial user in the A-1, A-2, A-3, R-3, R-4, M-H, C-0, C-1, C-2, C-3, C-4, C-5, I-1, I-2, I-3, CO, and PL Zone Districts.
2. *Projecting and Suspended Signs:* Projecting and suspended signs which extend less than four (4) feet and are hung at least six (6) inches away from the building, and clear the sidewalk by at least eight (8) feet in height are permitted. Such signs are permitted to be placed perpendicular to the building face or corner of the building. Projecting and suspended signs are limited to one (1) sign not to exceed sixteen (16) square feet per business and do not count against the total number of permitted building mounted signs. Projected and suspended signs are counted against the total building mounted sign area.
3. *Building-Mounted Sign Placement:* No building mounted signs are permitted at a location higher than ~~the second-story sill level, or on or above~~ the cornice line of any building. Sign copy on decorative awnings on second story windows shall not be permitted.
4. *Awning/Canopy Signs:* Awning/canopy signs may be used in lieu of projecting signs, and may be used in coordination with flush mounted wall signs. Awning and canopy signs shall be counted as a building mounted sign and shall be limited in area as a building mounted sign.

8-01-03 **CRITERIA FOR ACCESS ONTO ADAMS COUNTY ROADWAYS**

All new or modified access locations in Adams County shall meet the requirements of the Colorado Department of ~~Transportation~~Public Works, ~~the Denver Regional Council of Governments~~ and information presented in this chapter. Where possible, the access may also comply with the requirements of the Denver Regional Council of Governments. Refer to Table 8.2, Table 8.3, and Table 8.4 for county access criteria onto major and minor arterials, major and minor collectors, and local streets. All new commercial and industrial developments shall provide connectivity to adjoining commercial and industrial developments, unless otherwise determined by the Community and Economic Development Department. Access to State Highways is governed by the State Highway Access Code and the engineer must follow appropriate criteria and standards.

8-01-04 SIGHT DISTANCE

Sight distance for curb openings to private property shall consist of a sight triangle conforming to the requirements of Chapter 7.

8-01-05 NUMBER OF OPENINGS

All additional access points to properties must shall be approved by Adams County engineering staff. Applicant must shall provide Adams County a scaled site plan showing the proposed location of the new access point, the proposed width of the access point-, and, the distance of the access point from the property boundary lines and any existing access location.

Refer to Table 8.5 for the number of access points to residential, commercial, and industrial property.

Table 8.5—Number of Access Points

Residential	Single and Multiple-Family Dwellings	Shall be determined by information provided by the owner/developer in the TIS or by comments generated during the County’s review of the development.
Commercial	Less than 150’ of frontage and located mid-block	Limited to one access point per property owner. Shared access among adjacent property owners is strongly encouraged. An exception may be granted where a building is constructed in the middle of a lot and parking is provided for on each side of the building.
	More than 150’ of frontage	A second access point may be allowed where there is sufficient frontage to provide for min. and max. design requirements.*
	Located on a corner	One access to each street may be permitted *
Service Station	Located on a corner	One access to each street may be permitted *
Industrial		Access shall be determined on a case-by-case basis. The county shall consider good traffic engineering practice and the information provided by the applicant in the TIS accompanying the submittal.

* Additional access may not be permitted for roads classified as collectors or arterials

8-01-06 **CRITERIA FOR CURB OPENINGS AND DRIVEWAYS**

Certain control values for curb openings and driveways require minimum dimensions in some instances and maximum values for other dimensions. The design of curb openings and driveways within the range of these dimensions will provide for good service on the part of the motorist using the driveway while and minimizing the interference to the traffic using the street. By controlling the location and width of openings or driveways along the street, it will be possible to avoid or eliminate long open stretches where motorists can indiscriminately drive onto the street. The width of opening established in this chapter is based on studies, which indicate the various width openings will accommodate vehicles of maximum size authorized on county streets and roadways. In case of conflict between requirements in the various sections of this chapter, the more restrictive condition will normally apply. Refer to Table 8.7 for general design and planning principles regarding curb openings/driveway width, sight distance, public-improvements, driveway approaches, rural road access from private property, and access to roadways with no curb and gutter, and maintenance.

Refer to Table 8.5 for other general requirements regarding number of curb openings permitted, entrance angle, minimum space between openings, joint entrance, access approaches, parcel of land with direct access, use of an existing access to county ROW changes or change in the use of the property. Refer to Table 8.6 for other minimum driveway criteria.

Table 8.6—Driveway Criteria

Category	Roadway Class	Residential	Multiple Dwelling	Commercial/Industrial
Driveway Throat Width*	Arterial	-	30 feet	35 feet
	Collector	10 feet	24 feet	30 feet
	Local	10 feet	24 feet	24 feet
Minimum Driveway Radius	Arterial	-	15 feet	20 feet
	Collector	-	15 feet	20 feet
	Local	-	15 feet	20 feet
Minimum Centerline Driveway Spacing	Arterial	250 feet	350 feet	500 feet
	Collector	100 feet	200 feet	250 feet
Minimum Driveway Distance From Intersections	Local-Collector Intersection	50 feet	100 feet	150 feet
	Collector-Arterial Intersection	75 feet	150 feet	200 feet
	Arterial-Arterial Intersection	100 feet	200 feet	250 feet

*Variations in driveway width may be granted by the Director of the Transportation Department.

Revised Table 8.6 - Driveway Criteria

<u>Category</u>	<u>Roadway Class</u>	<u>Residential</u>		<u>Multiple Dwelling</u>	<u>Commercial/Industrial</u>
		<u>Minimum</u>	<u>Maximum</u>	<u>Maximum</u>	<u>Maximum</u>
<u>Driveway Throat Width*</u>	-	-	-	<u>20-feet</u>	<u>35 feet</u>
	<u>Arterial</u>	-	-	<u>20-feet</u>	<u>35 feet</u>
	<u>Collector</u>	<u>10 feet</u>	<u>20 feet</u>	<u>24 feet</u>	<u>30 feet</u>
	<u>Local</u>	<u>10 feet</u>	<u>20 feet</u>	<u>24 feet</u>	<u>24 feet</u>
<u>Minimum Driveway Radius</u>	<u>Arterial</u>	-	-	<u>15 feet</u>	<u>20 feet</u>
	<u>Collector</u>	-	-	<u>15 feet</u>	<u>20 feet</u>
	<u>Local</u>	-	-	<u>15 feet</u>	<u>20 feet</u>
<u>Minimum Centerline Driveway Spacing</u>	<u>Arterial</u>	<u>250 feet</u>	-	<u>350 feet</u>	<u>500 feet</u>
	<u>Collector</u>	<u>100 feet</u>	-	<u>200 feet</u>	<u>250 feet</u>
<u>Minimum Driveway Distance From Intersections</u>	<u>Local-Collector Intersection</u>	<u>50 feet</u>	-	<u>100 feet</u>	<u>150 feet</u>
	<u>Collector-Arterial Intersection</u>	<u>75 feet</u>	-	<u>150 feet</u>	<u>200 feet</u>
	<u>Arterial-Arterial Intersection</u>	<u>100 feet</u>	-	<u>200 feet</u>	<u>250 feet</u>

* Variations in driveway width may be granted by the Director of the Public Works Department. For single-family residential lots located on a rural roadway, the maximum allowable driveway throat width allowed by the Director shall be 30-feet.

**Chapter 8—Access Design and Traffic Requirements
Access Requirements and Criteria**

December 16, 2014

Table 8.7—Principles for Curb Openings and Driveways

Opening or Driveway Width	<ul style="list-style-type: none"> The opening should handle the anticipated traffic volume and character of traffic, as well as being within the limits specified for the type of property development. Total curb opening <u>length</u> on a street for accesses to a commercial or industrial property shall not exceed 40% of the property frontage. <u>Individual curb opening not to exceed those given in Table 8.6 - Driveway Criteria.</u> The controls established for curb openings and driveways shall apply to existing and new streets.
Sight Distance	<ul style="list-style-type: none"> All openings for driveways shall be located at the point of optimum sight distance along the street. For openings and driveways to commercial establishments and service stations, provide a space reasonably cleared from obstruction to allow drivers entering the property sufficient sight distance for proper and safe movements. Entrance angles for all driveway approaches shall be $90^{\circ} \pm 10^{\circ}$ to the centerline of the street. The profile of a driveway approach and the grading of the adjacent area shall allow a driver in a vehicle located on the driveway outside the traveled portion of the street to see a sufficient distance in both directions to avoid a hazardous traffic situation when entering the street. Within the ROW, maximum grades shall be limited to 8% for single-family residential access. All other access shall be limited to a maximum of 2% grade.
Public Improvements	<ul style="list-style-type: none"> Any adjustments which must be made to utility poles, street light standards, fire hydrants, catch basins or intakes, traffic signs and signals, or other public-improvements or installations which are necessary as the result of the curb openings or driveways shall be accomplished without any cost to the County. Any curb opening or driveway, which has been abandoned, shall be restored by the property owner except where such abandonment has been made at the request of, or for the convenience of the County. The property owner shall perform maintenance for driveways.
Entrance/Exit Driveway Approaches	<ul style="list-style-type: none"> Shall be appropriately signed by, and at the expense of, the property owner. The property owner will be required to provide some means of ensuring that the motorists will use the driveway either as an entrance only or an exit only, but not both.
Access Surfacing	<ul style="list-style-type: none"> Asphalt surfacing of the access shall be required when the roadway is paved. Accesses shall be paved from edge of pavement to the ROW line. Surfacing materials shall be specified according to county standard presented in Chapter 7 and the conditions and future use of the access and abutting roadway.
Rural Road Access from Private Property	<ul style="list-style-type: none"> New driveway accesses from private property to an existing graveled county road shall be required to install a minimum of 6" of compacted Class 6 aggregate base course or equivalent material from the ROW line to the edge of the traveled roadway. The minimum width of the driveway within the ROW shall be as presented in Table 8.2. Based on drainage analysis, a properly sized culvert with flared end sections shall be required at the established ditch flowline. A sketch plan of the installation must be submitted with the culvert permit application (see Chapter 9 for Storm Drainage design requirements). Culverts are to be installed as necessary for residential and commercial driveways to insure positive drainage is maintained.
Access to Roadways with No Curb and Gutter	<p>Private drive access to local, collector or arterial roadways that have no curb and/or gutter improvements shall be constructed to meet the following requirements:</p> <ul style="list-style-type: none"> Drive shall extend from ROW line to edge of existing driving surface and shall be constructed to meet minimum roadway pavement design. Driveway width shall conform to table 8.6. A properly sized culvert pipe shall be installed at the established roadside ditch flowline beneath the private drive access (see Chapter 9 for Storm Drainage design requirements).
Maintenance	Maintenance of the access and drainage improvements within county ROW shall be the responsibility of the adjacent property owner.

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 ~~and erosion control~~ design and technical criteria for ~~the analysis and preparation of project plans 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 ~~e~~County approval will require ~~some form of~~ 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.

a-9-01 STORM DRAINAGE DESIGN AND TECHNICAL CRITERIA

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9-02-019-01-01 GENERAL

The County ~~has~~ 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 ~~e~~Chapter, shall obtain approval from the Director of the ~~Transportation~~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 ~~Section~~Chapter.

9-02-029-01-02 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~~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 ~~A~~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 ~~A~~appendices) in the application package and/or by contacting the County. All required information is to be submitted for ~~C~~eounty 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 ~~cut down on~~ reduce overall processing time. Should there be questions regarding the required submittals, please contact the ~~Transportation Department~~ 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

The ~~Director of the Transportation Department~~ 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.

The ~~Director of the Transportation Department~~ County may grant administrative relief from the criteria, if ~~in the Director's judgment~~ 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.

9-02-039-01-03 POLICIES AND GENERAL REQUIREMENTS

9-02-03-049-01-03-01 SPACE PLANNING

Storm~~water management~~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.

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9-02-03-029-01-03-02 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.

~~9-02-03-039-01-03-03~~ **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~~ **WATER RIGHTS NOTIFICATION REQUIREMENTS**
REGISTRATION OF STORM DRAINAGE FACILITIES

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

~~9-02-03-049-01-03-05~~ **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.

~~9-02-03-059-01-03-06~~ **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.

~~9-02-03-069-01-03-07~~ **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.

~~9-02-03-079-01-03-08~~ **MASTER DRAINAGE PLANNING**

~~As previously stated,~~ 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. ~~However, an outcome of this participation is that p~~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 ~~in which the County took part to develop~~, its recommendations shall be followed to the maximum extent possible.

9-02-03-089-01-03-09 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).

9-02-03-099-01-03-10 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 ~~this document~~ [these standards and regulations](#). It is the responsibility of the designer to comply with the most current zoning and floodplain regulations.

9-02-03-109-01-03-11 RETENTION

In those areas of the eCounty 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.

9-02-03-119-01-03-12 ~~STORM RUNOFF~~ 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 [C](#)chapter.

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

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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 ~~revised~~amended.

9-02-03-129-01-03-13 POST-CONSTRUCTION STORMWATER BMPS

In accordance with Adams County's Municipal Separate Storm Sewer (MS4) Permit ~~under the Post-Construction Runoff Minimum Control Measure~~ Adams County is mandated to require that development/redevelopment sites that disturbs (1) one acre or greater within unincorporated Adams County MS4 Area, or development/redevelopment 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, subdivision or parcel of property under single ownership in excess of one (1) acre even though multiple, separate and distinct development activities may take place at different times on different schedules within unincorporated Adams County MS4 Area. shall implement an allowed form of permanent stormwater quality post-construction BMP to treat and improve the quality of stormwater that leaves ~~a~~ such site. Refer to Section ~~9-07-02-9-04 Post-construction Run-off Regulations~~for allowable post-construction BMPs.

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 ~~ing~~ practices such as ~~that~~:

- 1) On-site structural and non-structural BMPs to promote infiltration, evapo-transpiration or use of stormwater,
- 2) Minimization of Directly Connected Impervious Area (MDCIA),
- 3) Green Infrastructure (GI),
- 4) LID techniques,
- 5) ~~Mimic or preserve~~ Preservation of natural drainage systems that result in the infiltration, evapo-transpiration or use of stormwater in order to protect water quality and aquatic habitat.
- 6) ~~and u~~ Use of vegetation, soils, and roots to slow and filter stormwater runoff.
- 7) ~~Treat~~ Management of stormwater as a resource rather than a waste product by creating functional, attractive, and environmentally friendly developments.
- 8) ~~Manage~~ Treatment of stormwater flows as close to ~~its~~the impervious area source as possible.
~~This includes implementation of onsite structural BMPs, appropriate non-structural BMPs, Minimizing Directly Connected Impervious Area (MDCIA), Low Impact Development (LID) practices, and/or Green Infrastructure (GI).~~

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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; City and County of Denver Ultra Urban Green Infrastructure Guidelines, as amended; or City of Fort Collins Stormwater Criteria Manual 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 ~~Director~~County, based on improvements in engineering, science, monitoring and local maintenance experience.

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

The ~~Director~~County reserves the right to impose additional requirements during Development Review, ~~such as, but not limited to, pollution source controls, buffer zones, runoff treatment of a specific pollutant, selection of post construction BMP according to pollutant removal goals, etc., if a stormwater-based TMDL and Waste Load Allocation (WLA) have been adopted for any~~the stream segment or lake into which the applicant 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 generally made at the point where the storm drainage system serves multiple property owners or 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.

9-02-03-139-01-03-17 STORM DRAINAGE SYSTEM SEWER 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 critical storage drainage facilities and conveyance structures.

Refer to Section 9-08-04 Operations and Maintenance of Permanent BMPs 9-04 Post-construction Run-off Regulations for maintenance requirements of ~~post-construction BMPs~~ the storm drainage system.

9-02-049-01-04 STORM DESIGN CRITERIA

In addition to land use, all drainage systems being designed within the Ceounty 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 Ceounty review and approval.

9-02-04-019-01-04-01 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.

9-02-04-01-019-01-04-01-01 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 ~~Director~~County of the Transportation Department. ~~See Refer to appropriate the Appendices for a copy of the~~ Application Package for analysis requirements.

~~9-02-04-01-029-01-04-01-02~~ **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 ~~Director~~County of the Transportation Department. ~~See Refer to appropriate the Appendices for a copy of the~~ Application Package for analysis requirements.

~~9-02-04-029-01-04-02~~ **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.

~~9-02-04-039-01-04-03~~ **RAINFALL**

Presented in this ~~S~~ection 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 ~~C~~eounty.

~~9-02-04-049-01-04-04~~ **TIME-INTENSITY-FREQUENCY CURVES**

A time-intensity-frequency curve was developed for the ~~C~~eounty 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 outcome 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).

**Chapter 9—Storm Drainage Design and Stormwater Quality Regulations
Storm Drainage Design and Technical Criteria**

December 16, 2014

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

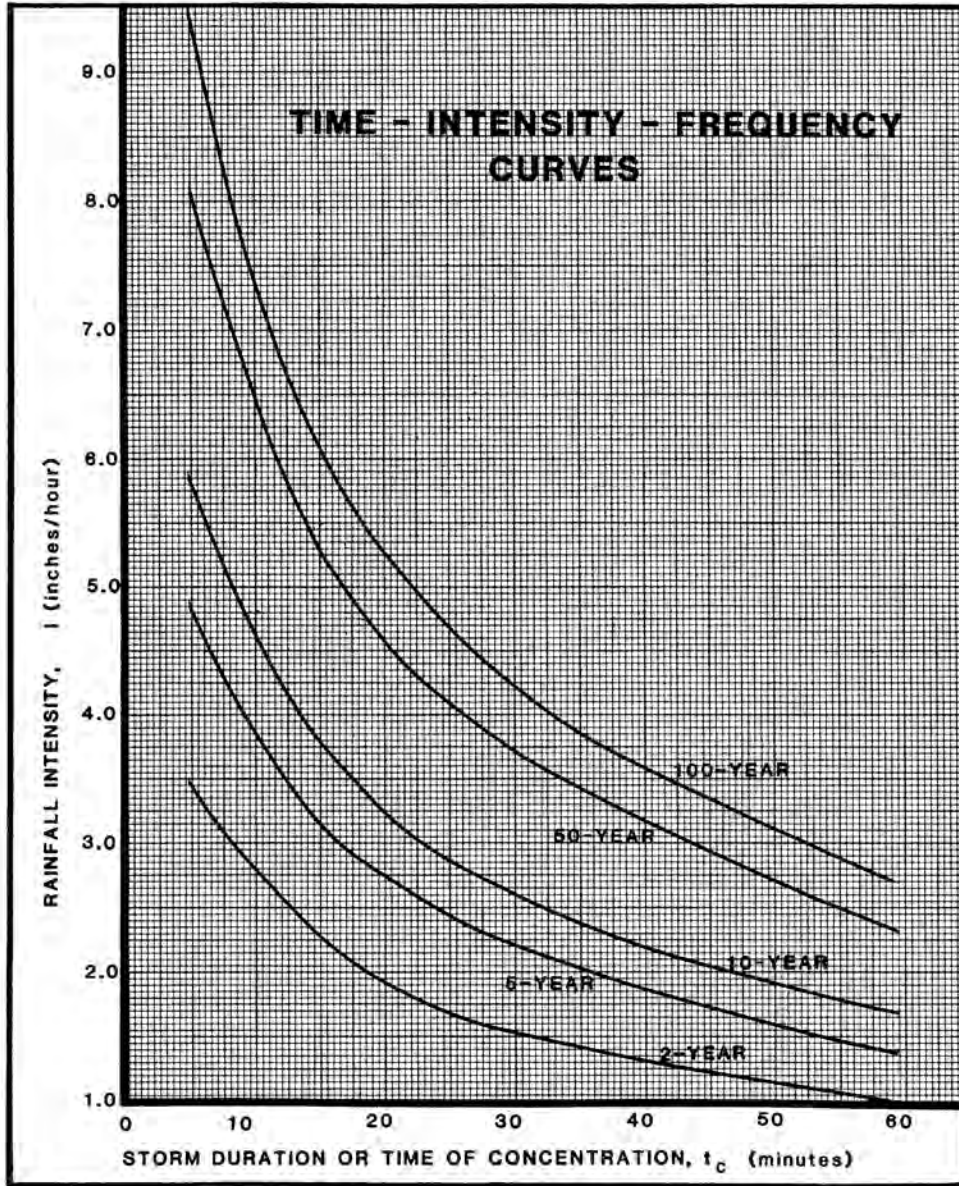
Table 9.4—Factors for Durations of Less than One Hour

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



9-02-04-059-01-04-05 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.

9-02-04-069-01-04-06 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_c). The time of concentration formula shall be as described in the Urban [Storm Drainage Criteria](#) Manual, Volume 1 for this Section.

9-02-04-079-01-04-07 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.

9-02-04-07-049-01-04-07-01 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 [9-01-04-059-01-04-059-01-05-05](#))
- I = Rainfall Intensity, inches per hour (refer to Section [9-01-04-049-01-04-049-01-05-04](#))

9-02-04-07-029-01-04-07-02 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.

9-02-059-01-05 **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.

9-02-069-01-06 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 sStorm dDrainage System and Bbodies of Wwater 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.

9-02-06-019-01-06-02 CONSTRUCTION MATERIALS

All storm sewers within the eCounty 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

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actual depth of cover, true load, and proposed field conditions. Typical design strength calculations shall be submitted as part of the Storm Drainage Study.

~~If corrosive soils are present, the designer shall incorporate appropriate measures to protect the pipe from damage.~~

Pipe joints shall be watertight and flexible gasket joints, both between pipe ~~sections, joints and for all pipe-structure connections and at manholes.~~ Pipe joints shall consist of resilient connections complying with the requirements of ASTM C-443 or ASTM C-923, as appropriate.

~~9-02-06-029-01-06-03~~ **HYDRAULIC DESIGN**

Storm sewers within the eCounty 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 ~~S~~sections and in the Manual. The final energy grade line shall be at or below the ~~pro~~posed ground surface.

~~9-02-06-039-01-06-04~~ **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.

~~9-02-06-049-01-06-05~~ **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.

~~9-02-06-059-01-06-06~~ **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.~~

~~Sanitary sewer crossings with the storm sewer should have no less than 6 inches of clearance. Special structural support will be required if there is less than 18 inches clearance.~~

~~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.~~

~~The minimum clearances between the proposed storm sewer, water main, and sanitary sewer (either above or below) shall be in accordance with the appropriate district and as discussed in section 7-06-03.~~

9-02-06-069-01-06-07 **HORIZONTAL ALIGNMENT**

The storm sewer alignment may be curvilinear for pipe with diameters of 48-inches or greater but only when approved by the ~~Director~~County of the Transportation Department. 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 ~~v~~variation from this requirement ~~may be requested and granted by Transportation Department in special circumstances~~ 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		

9-02-06-079-01-06-09 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.

9-02-06-089-01-06-10 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 Director of the Transportation Department

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 ~~for storm sewer systems~~ shall have the Adams County manhole cover design. ~~Refer to the Appendices C~~ 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.

9-02-079-01-07 STORM SEWER INLETS

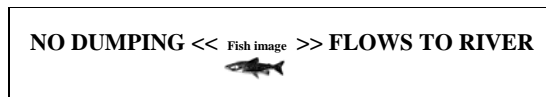
Presented in the following Subsection is a discussion on the criteria and methodology for design and evaluation of storm sewer inlets in the County.

9-02-07-019-01-07-01 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 lids/covers for inlets shall have the Adams County manhole cover design. Refer to Appendix C for this detail.~~

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 C~~

9-02-07-029-01-07-02 **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.

9-02-089-01-08 **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. ~~However, the primary function of urban streets is for traffic movement and therefore the drainage function is subservient to this traffic objective.~~

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.		

9-02-099-01-09 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). ~~Culverts come in many shapes and sizes, and are constructed of many different types of materials.~~ 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 approval from the County since maintenance and replacement of these culverts are the property owner’s responsibility.

9-02-09-019-01-09-01 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 ~~hand~~ calculations are submitted to the County as part of the Storm Drainage Study.

9-02-09-029-01-09-02 INLET AND OUTLET CONFIGURATION

~~Within the county, a~~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 ~~inlet and~~ outlet may be required to minimize the potential of channel erosion. Refer to Section 09-09-023 Construction Stormwater Management for erosion protection design guidelines. ~~Adams County field inspection personnel shall be able to mandate additional erosion protection at culvert ends during construction if it is determined that the construction plans lack sufficient detail for erosion protection, or if field conditions require corrective action.~~

9-02-09-039-01-09-03 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.

~~9-02-09-049-01-09-04~~ **VELOCITY CONSIDERATIONS**

In designing culverts, both the minimum and maximum velocities must be considered. ~~Based on many publications, 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.

~~9-02-09-059-01-09-05~~ **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 Director of the Transportation Department (or designated representative)~~ 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.		

~~9-02-09-069-01-09-06~~ **STRUCTURAL DESIGN**

At a minimum, all culverts shall be designed to withstand an HS-20 loading (unless designated differently by the ~~Director of the Transportation Department~~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.

~~9-02-409-01-10~~ **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.

~~Based upon federal and state requirements, a~~All new and replacement bridges shall comply with the floodplain regulations. Therefore, the engineer is encouraged to communicate with the ~~Director of the Transportation Department~~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~~ ~~Director of the Transportation Department~~County may also mandate inspection services by the structural consultant.

9-02-119-01-11 **DETENTION**

~~As stated in Section 9-01-03-11, e~~ 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 ~~Director of the Transportation County Department~~ 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.

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Exemptions from providing adequate water quality capture volume will not be granted within the County's MS4 Permitted area.

9-02-11-019-01-11-01 **VOLUME AND RELEASE RATES**

The methods to be used in calculating the required detention volumes and maximum release rates are presented in the following ~~S~~ection. These methods include empirical equations, tables, the CUHP method, or other computer aided models approved by the County. Early communication with the ~~e~~County is encouraged for the determination of the appropriate method and the level of detail required for submission.

9-02-11-01-019-01-11-01-01 **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 [Director of the Transportation Department](#) 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.

9-02-11-01-029-01-11-01-02 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.

9-02-11-029-01-11-02 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.

9-02-11-039-01-11-03 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

~~Example—~~Details of each of these outlet structures is presented in the Urban Drainage Criteria Manual, Volume I, in the Section on “Outlet Structures” ~~as amended or other published references~~. 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.”

9-02-11-04—DETENTION METHODS

~~In addition to the general sizing, performance, and outlet configuration criteria presented above, the method of detention varies depending on the catchments of where the facility is to be constructed, such as open space detention, underground detention and the downstream drainage characteristics.~~

~~Storage yards used as detention ponds are not covered under this section and will be handled on a case-by-case basis. Projects proposing this type of detention facility shall contact the Transportation Department for determination of feasibility and submittal requirements prior to submitting an application. Control of trash when leaving the site shall be fully addressed.~~

9-02-11-04-019-01-11-03-01 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.

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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.

~~9-02-11-04-01-019-01-11-03-01-01~~ **Depth of Freeboard**

The minimum required freeboard for open space detention facilities is one-foot above the computed 100-year water surface elevation.

~~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. Drainage easements shall be provided for detention facilities. Access easements shall also be provided to ensure maintenance access to detention ponds.~~

~~9-02-11-04-01-029-01-11-03-01-02~~ **Grading**

~~Pond~~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, must 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 haveing a minimum capacity of twice the maximum release rate for the pond inflow rate for the 100-year floodstorm. 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 shall be directed into public right-of-way or into a major drainage way and shall be clearly depicted on the plans. Structures shall not be permitted in the path of the emergency spillway or overflow 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 Director of the Transportation DepartmentCounty 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.

~~9-02-11-04-01-039-01-11-03-01-03~~ **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.

~~9-02-11-04-01-049-01-11-03-01-05~~ **Revegetation**

All detention facilities shall be revegetated with irrigated sod, natural dry-land grasses, or equivalent. In addition, ~~an~~ erosion control blankets may be required by the ~~e~~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 ~~to ensure that~~for emergency maintenance and access ~~can be legally provided~~ 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~~ponds.

~~9-02-11-04-029-01-11-03-02~~ **PARKING LOT DETENTION**

~~Parking lot detention is not allowed. The following section presents additional design standards (depth of ponding, location planning, grading and resurfacing) for parking lot detention facilities. The location and size should be properly coordinated with the proposed project and surrounding areas as to minimize the possibility of downstream damage.~~

~~9-02-11-04-02-01~~ **Depth Limitation**

~~The maximum allowable design depth of the ponding for the 100 year flood is 12 inches. No parking lot detention will be allowed for storm events less than or equal to a 5 year return period, or water quality capture volume.~~

~~9-02-11-04-02-02~~ **Location Planning**

~~The planning of a parking lot detention facility is very critical in assuring the proposed facility not only meets drainage requirements, but also meets project objectives for parking. Unlike open space detention, which is constructed in an area that best fits the existing and proposed topography and expedites the coordination with other regional facilities, parking lot~~

~~detention facility may not always be in the best location for drainage due to trade-offs with parking objectives. Therefore, additional conveyance structures may be required to insure positive drainage from the site is maintained.~~

~~As part of the submitted project plans, the engineer shall accurately represent the location of each facility including limits of grading, approximate embankment slopes, and invert elevations for the outlet.~~

~~9-02-11-04-02-03~~ **Grading**

~~To insure the proposed parking lot properly performs as a detention basin, a minimum slope of 0.5 percent slope is recommended, and cross-pans/concrete swales installed as necessary to direct flow towards the outlet. In addition, most parking lot detention facilities are typically surrounded by curb and gutters and not earthen embankments; therefore grading of the overall parking lot and adjacent areas becomes critical in storing runoff in excess of 6 inches. Because of this fact, a detailed grading plan must be prepared.~~

~~9-02-11-04-02-04~~ **Resurfacing**

~~As part of the overall detention design, the engineer shall take into account future parking lot resurfacing operations in estimating the available detention storage volume. At a minimum, the engineer will provide additional volume that may be lost by 2 inches of overlay.~~

~~9-02-11-04-039-01-11-03-03~~ **UNDERGROUND DETENTION**

Underground detention is generally discouraged and will only be allowed when ~~ALL~~all other options have been proven to be insufficient. ~~Under no circumstances will the County accept underground detention at a publicly owned facility.~~ However, if a property owner must use this technique, ~~to~~ 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 Director of the Transportation Department~~County~~.

~~9-02-11-04-03-019-01-11-03-03-01~~ **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 ~~or parking lot detention~~ 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. ~~See County standard drawing in Appendix A.~~

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.

9-02-11-04-03-029-01-11-03-03-02 **Materials**

~~When constructing an underground detention facility within the county,~~
~~¶~~The engineer shall design the underground detention facility system using ~~one of~~ 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.

9-02-11-04-03-039-01-11-03-03-03 **Maintenance Access**

Access to the underground detention facility shall be provided in accordance with this ~~s~~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

9-02-11-059-01-11-04 **FLOOD HAZARD WARNING**

In addition, all ~~parking lot/underground storage lot~~ detention areas shall have a ~~minimum of two~~ signs posted identifying the underground detention ~~pond~~ area. The signs shall have a minimum area of 1.5 square feet and contain the following message:

“Warning
 There is ~~an area is a~~ underground detention basin ~~in this area and is subject to periodic flooding to a depth of approximately 12 inches.~~ Caution, digging in this area could cause damage.”

9-01-11-01 **ACCESS AND MAINTENANCE EASEMENTS**

~~A drainage maintenance easement shall be granted to the County to ensure that for emergency maintenance and access can be legally provided 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~~

9-02-12 **RETENTION**

~~As stated in elsewhere in this Section, Onsite retention will only be allowed where ALL all possible means of storage and/or conveyance have been exhausted for a particular development, or redevelopment project. Requirements for retention storage of storm runoff shall be based on the criteria presented in this sSection and compared to hydrological modeling. The County will require retention of the runoff from a 24 hour, 100-year storm event under fully developed conditions (including runoff from adjacent streets whether they are existing or proposed). Retained water must be pumped out with 72 hours per water rights laws, unless the Applicant has water rights.~~

~~Acceptable alternatives to these requirements may include:~~

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- a. 1. When written agreements among landowners exist wherein historic flow rates are exceeded by upstream landowners and will be accepted by downstream landowners. Such agreements are subject to review by the Director of the Transportation Department.
- b. 2. The developer is providing offsite drainage improvements to convey stormwater to acceptable outfall points.

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9-02-12-01—MINIMUM RETENTION VOLUME

The minimum retention volume shall equal the runoff from a 4.80 inch storm event. This volume may be calculated by either using the empirical formula presented in Equation 9.8 or a computer aided hydrology/hydraulics model. No credit shall be given for infiltration in establishing the minimum volume.

$$Ret_{Vol}(ft^3) = \frac{4.80}{12} I_{mp} A \quad \text{Equation 9.8}$$

Where

I_{mp} = Developed basin imperviousness
 A = Tributary area, sq. ft.

9-02-12-02—EMERGENCY SPILLWAY

An overflow section shall be provided for the retention facility that will protect embankments from overflow resulting from a 100 year storm assuming the retention basin is full and the tributary area is fully developed.

9-02-12-03—POND RETENTION BASIN DESIGN

Retention Basin Pond grading shall not be steeper than (4) four horizontal and (1) one vertical for side slopes. Administrative relief from slope requirements may be granted by the Director of the Transportation Department in accordance with the provisions of these Standards and Regulations.

9-02-12-04—FREEBOARD

A minimum of one (1) foot of freeboard shall be added to the maximum retention volume water surface. Reductions in freeboard requirements may be granted by the Director of the Transportation Department on a case by case basis as supported by sufficient technical justification.

9-02-12-05—REVEGETATION

All open space retention facilities shall be revegetated with either irrigated sod or natural dry land grasses, or equivalent. In addition, the County may require an erosion control blanket to be placed on the slopes prior to vegetation maturation. The engineer shall submit the proposed revegetation plan to the County.

9-02-12-06—EFFECTS ON LOCAL GROUNDWATER

The engineer must evaluate or assess the impacts of the retention facility on local groundwater levels, and the potential for damage to nearby properties. In addition, increasing local groundwater levels to a point where standing water within the retention facility occurs may create a wetland area that requires additional permitting and long term maintenance requirements.

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~~9-02-12-07~~ — **SLOW RELEASES**

~~A slow release will be permitted of 0.25 cfs or less if the small flows will not cause nuisance conditions such as ponding or icing on roadways.~~

~~————~~ — **MAINTENANCE ACCESS**

~~Access to the retention 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.~~

~~9-02-12-08~~ — **ACCESS AND MAINTENANCE EASEMENTS**

~~A drainage maintenance easement shall be granted to the County to ensure that emergency maintenance and access can be legally provided to keep the retention facility operable. This easement may only be reduced when the retention pond is converted to detention due to downstream conveyance availability.~~

~~A separate access easement may be required by the County to ensure maintenance access to ponds.~~

~~9-039-02~~ **STORMWATER QUALITY REGULATIONS**
AUTHORITY **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. These standards and regulations are authorized by Section 30-15-401.11, et seq., C.R.S.~~

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 TransportationPublic Works Department shall administer, implement and enforce the provisions of the Stormwater Quality Regulations. Any powers granted or duties imposed upon the Transportation Department may be delegated in writing, with the consent of the County Manager, to other Departments and agencies of the County or contractors acting for and on behalf of the County.~~

DEFINITIONS

~~The definitions are listed in this section shall apply only to the Stormwater Quality Regulations. The words and terms used in this Section for Stormwater Quality Regulations shall have the meanings set forth below. If a definition is not included in the Section listed below then the definition listed in Chapter 11 of the~~

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Chapter 9—Storm Drainage Design and Stormwater Quality Regulations
Stormwater Quality Regulations

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~~Adams County Development Standards and Regulations shall govern. If there is a conflict between the definitions in Chapter 11 and the definitions in this Section then the definitions in this Section shall prevail. If the term is not found in these Regulations or in Chapter 11, the term shall have its common meaning.~~

- ~~———— **Adequate:** Lawfully sufficient, fulfilling a requirement and functioning as designed.~~

- ~~———— **Applicant:** means a landowner, builder, developer, contractor, or agent thereof, who has filed an application for a Stormwater Quality (SWQ) Permit, and may be referred to as the *Permittee*.~~

- ~~———— **Best Management Practices (BMPs):** A technique, process, activity, schedule of activities, control measures, structures, prohibitions of practices, maintenance procedures, and other management practices utilized during construction 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, operating 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, designed, installed, implemented prior to the start of the activity, control potential pollutants, and maintained in effective operation condition in accordance with good engineering, hydrologic, and pollution control practices.~~

- ~~———— **Cease and Desist Order:** means an order issued by the Director which requires that all or a specific construction activity on a site must be stopped immediately pending compliance with the provisions of County Regulations.~~

- ~~———— **Common plan of development or sale:** is a contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules, but remain related. “**Contiguous**” mean construction activities located in close proximity to each other, within ¼ mile.~~

- ~~———— **Compliance schedule, Notice of Violation:** means an enforceable schedule of remedial or preventative measures 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.~~

~~9-03-01—**Best Management Practices (BMPs):** A technique, process, activity, or structure used to reduce pollutant discharges in stormwater. BMPs include source control practices (non structural BMPs) and engineered structures designed to treat runoff. BMPs are most effective when used in combination and selected and designed based on site specific characteristics.~~

~~9-03-02—**Conditional Acceptance of ESCP:** County review of the Erosion and Sediment Control Plan (ESCP) with the condition that the Erosion and Sediment Control Plan is considered a living document and will change due to unforeseen issues or if the submitted plan does not function as intended.~~

~~9-03-03—**Colorado Discharge Permit System (CDPS):** The State of Colorado's system of permitting discharges (e.g., stormwater, wastewater) to Waters of the State which that corresponds to the federal NPDES permits under the fFederal Clean Water Act.~~

~~9-03-04—**Contractor:** An individual or company that is responsible for construction.~~

~~9-03-05—**Construction Activities:** means any ground surface land disturbance 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, installation of new or improved haul roads, and access roads, haul roads, staging areas, heavy traffic areas, stockpiling of fill materials, and borrow areas and other ground disturbance activities that contribute to the disturbance of land and increases the impact of pollutants associated with environmental impacts. Construction activities also include repaving activities where underlying or surrounding soil is exposed, graded or excavated as part of the repaving operation; and activities to conduct repairs or replacements that are not part of regular and routine maintenance. Construction activities do not include routine maintenance performed by public agencies, or authorized agents to maintain original line grade, hydraulic capacity, or original purpose of the facility.~~

~~—**Deficient BMPs:** A BMP that is lacking in some necessary quality or element in order to function as designed.~~

~~9-03-06—**Department:** means the Transportation Department, unless otherwise specified.~~

~~**Development (construction):** is a man made change to alter, improve or otherwise change real estate including, but not limited to, any activity, excavation, grading, or fill, alteration, subdivision, change in land use, or practice construction that is planned, undertaken or requested by a private entity which that affects the quantity or quality of the discharge of stormwater runoff. Depending on the scale of the development activity, a Stormwater Quality (SWQ) Permit and/or post construction stormwater requirements may be triggered.~~

~~**“New” Development (post construction):** means land disturbing activities; structural development, including construction or installation of a building or structure, creation of impervious surfaces; and land subdivision for a site that does not meet the definition of “Redevelopment”.~~

~~**Director:** means the Transportation Director, or his/her designee unless otherwise specified.~~

~~**9-03-07 Disturbance Disturbed Area:** Any construction activity that could increase the rate of erosion results in a change of the existing land (both vegetative and non-vegetative changes). Disturbed area does not include routine maintenance to maintain original line and grade, hydraulic capacity or original purpose of the facility, the normal farming, tillage, fanning, or plowing of land that is zoned agricultural for agricultural purposes, nor does it include the performance of emergency work necessary to remedy or prevent an immediate threat to life, property or the environment. However, any person performing such emergency work shall immediately notify the Department of the emergency situation and the actions taken in response to such emergency. The Department may require such person to obtain a Stormwater Quality (SWQ) Permit in order to implement such emergency remedial measures.~~

~~**Person:** means any individual person, corporation, partnership, association, firm, other legal entity, state or political subdivision thereof, federal agency, state agency, municipality, commission, interstate body or other organization recognized by law and acting as either the owner or as the owner's agent.~~

~~**9-03-08 Erosion:** A process by which soil particles are detached and transported by wind, water, and gravity to a down wind, down slope or downstream location.~~

~~**Erosion Control Measures:** Source controls used to limit erosion of soil at construction sites and other erosion-prone areas. Representative measures including surface treatments that stabilize soil that has been exposed due to excavation or grading and flow controls that redirect flows or reduce velocities of concentrated flow.~~

~~**9-03-09 Erosion Control (EC) Plan:** civil construction drawing depicting the project site with the locations of all erosion and sediment control BMPs, including the associated BMP details, that will be installed and maintained during construction. It also includes final stabilization practices that will be implemented after construction is completed.~~

~~**Erosion and Sediment Control Plan (ESCP Plan):** A detailed written plan and associated details required under regulations and necessary to obtain a stormwater Stormwater quality Quality Permit. This plan 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. The narrative ESCP also includes the EC Plan. Requirements for the ESC Plan are specified in the Adams County Stormwater Quality Regulations.~~

~~**9-03-10 Final Stabilization:** condition reached when all ground surface disturbing activities at the site have been completed, and uniform vegetative cover has been established with an individual plant density of at least 70 percent of pre-disturbance levels, or equivalent permanent, physical erosion reduction methods have been employed.~~

~~**9-03-11 General Pollution Prevention BMPs:** Measures that are implemented to minimize or prevent general contamination, of the construction site, and nearby natural resources from entering into the MS4.~~

~~**9-03-12 Illicit / Illegal Discharge:** Any direct or indirect discharge to the municipal separate storm sewer drainage system that is not composed entirely of stormwater as defined in Adams County Ordinance No.11, as amended, is not authorized by Federal, State or County permit, and is not considered an allowable discharge.~~

- ~~———— **Inadequate BMPs:** A BMP that is used in the wrong application, is not capable, or does not have the capacity to function as designed.~~
- ~~9-03-13 — **Impervious Area:** developed area with covering or pavement that prevents the land's natural ability to absorb and infiltrate typical precipitation and irrigation events. Impervious areas include, but are not limited to; roof tops, walkways, patios, driveways, parking lots, storage areas, impervious concrete and asphalt, and any other continuous non-pervious pavement or covering.~~
- ~~9-03-14 — **Infrastructure:** A conveyance system (such as storm sewer, gutter, culvert, roadside ditch) constructed for the purpose of conveying storm water. Infrastructure can be both publicly owned and maintained or privately owned and maintained.~~
- ~~———— **Larger common plan of development or sale:** A contiguous area where multiple, separate and distinct construction activities may be taking place at different times on different schedules but remain related. Contiguous mean construction activities located in close proximity to each other, within ¼ mile. This includes phased projects, projects with multiple filings or lots, and projects in a contiguous area that may be unrelated but still under the same contract or same plan. If a construction project disturbs less than one acre, but is part of a common plan of development or sale, then the disturbed area of the entire plan within the MS4 Permitted Area must be used in determining SWQ permit and/or post construction requirements, and all portions of the project must be covered.~~
- ~~9-03-15 — **Legally Responsible Person:** An owner or developer who is operating as the site manager or otherwise has supervision and control over the site, either directly or through a contract.~~
- ~~9-03-16 — **Local Contact:** A Contractor or subcontractor with contractual responsibility or operational control (including ESC Plan implementation) to address the impact construction activities may have on stormwater quality.~~
- ~~9-03-17 — **Materials Management Practices:** Source control practices at construction sites intended to limit contact of runoff with pollutants such as construction materials, equipment related fluids, stockpiles and proper storage. By intentionally controlling and managing areas where pollutants are handled, reducing the likelihood of these materials being transported to the MS4.~~

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~~9-03-18 **Minimum Control Measures:** Stormwater management activities required under Phase II MS4 permits. The six minimum control measures include 1) public education and outreach, 2) public participation and involvement, 3) illicit discharge detection and elimination, 4) construction site stormwater runoff control, 5) post construction stormwater management, and 6) pollution prevention and good housekeeping for municipal operations.~~

~~9-03-19 **Municipal Separate Storm Sewer System (MS4):** also be referred to as a storm drainage system, means Any public owned conveyance or system of conveyances of stormwater that discharge to State Waters and is designed for or used for collecting or conveying stormwater. An 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, man made channels, ditches, catch basins, municipal streets, storm drainage facilities (detention or retention ponds) storm drain system 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.~~

~~9-03-20 **MS4 Permit:** A state or federal stormwater discharge permit that regulates discharges from municipal separate storm sewer system (MS4) for compliance with the Clean Water Act regulations.~~

~~9-03-21~~

~~**MS4 Permitted Area, Adams County:** area within unincorporated Adams County urbanized area, including projected Adams County Growth Area (if applicable), designated based on census information, which is revised and adopted as part of the Adams County's MS4 Discharge Permit application and renewal permit process.~~

~~**Notice of Violation:** is an administrative order directing a person to comply with County Regulations. Such order may include a compliance schedule involving specific actions to be completed within a specific follow up inspection time period.~~

~~9-03-22—A notification given by the County to the Permittee that indicates the Permittee is in violation with County Regulations.~~

~~———— National Pollutant Discharge Elimination System (NPDES): The national program under Section 402 of the Clean Water Act for regulation of discharges of pollutants from point sources to waters of the U.S.~~

~~9-03-23— Non-Structural BMPs, Construction: Stormwater pollution prevention BMPs utilize during construction that focus on management of pollutants at their source by minimizing exposure to runoff, rather than treating runoff in constructed facilities. Non structural BMPs are used as source controls. Examples of construction non structural BMPs include, but are not limited to, construction phasing, good housekeeping practices, spill prevention and response, employee education and training, mulch and seeding, soil roughening, vegetation buffers, etc.~~

~~9-03-24— Part of a larger common plan of development or sale: A contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules.~~

~~9-03-25— Permitted Area, Stormwater Quality (SWQ) Permit: The area (acre) surrounded by a the construction boundary line inside which disturbance activities areis allowed to take place. Within an area designated by theThe boundary line or limits of construction line must be shown on the Erosion and Sediment Control Plan (ESCP).~~

~~9-03-26— Point Source Pollution: Pollutants from a single, identifiable source such as a factory, refinery, or place of business. In the context of TMDLs, point sources typically include NPDES permitted sanitary wastewater treatment facilities, municipal separate storm sewer systems, and confined animal feeding operations.~~

~~———— Pollutant (as defined by CDPS Regulation 6.3.0[51]): means anything, which causes or contributes to pollution. Pollutants may include, but are not limited to, Aany dredged spoil, dirt, slurry, solid waste, incinerator residue, sewage, sewage sludge, sediment, garbage, 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, or other type of landscaping material.~~

~~**Pollution:** is man-made, man-induced, or natural alteration of the physical, chemical, biological, and/or radiological integrity of water. Pollution includes the presence of any foreign substance (organic, inorganic) in water or wastewater which 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 which may not create an actual hazard to the public health but which does adversely and unreasonably affect such waters for their designated use.~~

~~**9-03-27—Recalcitrant Violations:** Not responsive to more than two (2) or more instances of Notices of Violation with the Stormwater Quality Regulations. Not responsive to more than two or more instances of non-compliance notices of violation with the Stormwater Quality Regulations.~~

~~**Redevelopment (construction):** Improvements to an existing developed area, typically involving removal of existing structures and construction of new buildings and associated infrastructure. Depending on the scale of the redevelopment activity, a Stormwater Quality (SWQ) Permit and/or post-construction stormwater permit requirements may be triggered.~~

~~**9-03-28—Redevelopment (post construction):** includes a site that is already substantially developed with 35% or more of existing imperviousness; with the creation or addition of impervious area (including removal and/or replacement), to include the expansion of a building footprint or addition or replacement of a structure; structural development including construction, replacement impervious area that is not part of a routine maintenance activity; and land disturbing activities.~~

~~**9-03-29—Regulations:** A collection of authoritative rules or orders issued by a government and having the force of law.~~

- ~~9-03-30 — **Retention Pond:** A BMP consisting of a permanent pool of water designed to treat runoff by detaining water long enough for settling, filtering, and biological uptake. Also known as a wet pond, these ponds may also be designed to have an aesthetic and/or recreational value. These BMPs have a permanent pool of water that is replaced with stormwater, in part or in total, during storm runoff events. Retention ponds require a perennial supply of water to maintain the pool and are typically used on larger sites.~~
- ~~9-03-31 — **Runoff:** Water in liquid form from rain, melted snow, or irrigation that flows over the land surface.~~
- ~~9-03-32 — **Sediment:** The solid matter that settles to the bottom of a liquid or remaining after water has evaporated that is deposited by water or wind.~~
- ~~9-03-33 — **Sediment Control Measures:** Practices that reduce transport of sediment off a site to downstream properties and receiving waters. Sediment controls generally either provide filtration through a permeable media or slow or detain runoff to allow sediment to settle out of the runoff. Sediment controls are measures implemented when erosion has the potential to occur due to ground disturbance.~~
- ~~9-03-34 — **Small Construction Site:** A construction site that disturbs 1 to <5 acres of area.~~
- ~~9-03-35 — **Source Controls:** A variety of practices implemented to minimize pollutant transport in runoff by controlling pollutants where they originate and/or accumulate. Representative source controls include good housekeeping measures, landscape management practices, pet waste controls, public education regarding household hazardous waste, covering outdoor storage area, etc.~~
- ~~9-03-36 — **Spill Prevention Control and Countermeasure (SPCC) Plan:** A written plan and associated graphics prepared for an industrial, commercial or construction operation identifying measures to minimize the likelihood of a spill and to expedite control and cleanup activities should a spill occur.~~
- ~~9-03-37 — **Stabilization:** To minimize the potential for soil erosion, by promoting uniform cover of all disturbed surfaces, either with a vegetative cover or hard surface cover.~~

~~9-03-38 — **Steep Slope:** A slope that is 3 ft horizontal to 1 ft vertical (3:1) or steeper.~~

~~9-03-39 — **Stormwater:** Precipitation induced surface runoff. Stormwater is any surface flow, runoff, and drainage occurring during or following any form of natural precipitation event and resulting therefrom and consisting entirely of water from natural precipitation events.~~

~~9-03-40 — **Stormwater Quality Inspector:** The person or person(s) authorized by the Board of County Commissioners to inspect a construction site for the purpose of determining compliance with the provisions of this chapter of these regulations.~~

~~9-03-41 — **Stormwater Quality (SWQ) Permit:** Adams County permit that allows discharges of stormwater to the issued within the County's MS4 Permitted Area. The SWQ Permit, when required by County Regulations, is in addition to, and does not replace that corresponds to the sState CDPS Stormwater Discharge pPermits for Construction Activities under the Colorado Water Quality Control Act.~~

~~— **Structural BMPs, Construction:** Engineered structures constructed to provide temporary storage or treatment of stormwater runoff during construction. Most structural BMPs are designed to manage or treat stormwater runoff before it reaches a waterway, pond or lake. Examples of construction structural BMPs include, but are not limited to, silt fence, inlet protection, sediment basins, etc.~~

~~— **Systematic Violations:** Regular infringement of the Stormwater Quality Regulations.~~

~~— **Total Maximum Daily Load (TMDL):** is a calculation of the maximum amount of a pollutant that a waterbody 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).~~

~~9-03-42 — **Warning, Written or Verbal:** A notification given by the County to the Permittee that indicates the Permittee is in violation with County Regulations.~~

~~9-03-43—**Waste Management Controls:** A variety of practices implemented to minimize or prevent contamination of the natural resources present from waste materials.~~

~~—**Water Quality Control Volume (WQCV):** is the volume equivalent to the runoff from an 80th percentile storm, meaning that 80% of the most frequently occurring storms are fully captured and treated and larger events are partially treated.~~

~~9-03-44—**Waters of the State of Colorado:** Any and all surface waters which 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, watercourses 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. This definition includes water courses that are usually dry.~~

~~9-03-45—**Waters of the United States:** All waters that are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters subject to the ebb and flow of the tide. Waters of the U.S. include all interstate waters and intrastate lakes, rivers, streams (including intermittent streams), mudflats, sand flats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds. (See 40 CFR 122.2 for the complete definition).~~

STORMWATER QUALITY REGULATIONS GENERAL INFORMATION

Protecting the quality of stormwater runoff to State Waters is a priority to Adams County and is required by the Colorado Discharge Permit System (CDPS) Regulations. The regulations described in this chapter are pursuant to Adams County Resolution 2003-02-19-06, Feb. 19, 2003. The Colorado Department of Public Health and Environment (CDPHE), Water Quality Control Division (WQCD), through the Municipal Separate Storm Sewer System (MS4) 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).

9-03-46—REGULATORY HISTORY

Congress passed the Clean Water Act in 1972. The Act prohibited the discharge of pollutants to Waters of the United States from any point source, unless the discharge was in compliance with a National Pollutant Discharge Elimination System (NPDES) permit. The focus of the NPDES program was on non-stormwater discharges from industries and municipal wastewater treatment plants.

However, the Clean Water Act was revised in 1987 and defined municipal and industrial stormwater runoff discharges as a “point source”. A two phase permitting strategy was established to implement the NPDES program for stormwater discharges; classification is based on the 2000 census. Phase I of the NPDES program affected municipal separate storm sewer systems (MS4s) serving a population greater than one hundred thousand (100,000). Phase II of the NPDES program affected MS4s serving a population between ten thousand (10,000) and one hundred thousand (100,000) with urban areas of 1,000 or more people per square mile.

Adams County is included under the Phase II regulations as published in the Colorado Water Quality Control Act Regulation 61, as amended.

9-03-47—PURPOSE

Sections 9-02 to 9-09 of the Adams County Stormwater Quality Regulations set forth the minimum criteria to be met on construction sites.

- a. The following state regulations are required and Adams County must implement them to ensure compliance with the Adams County CDPS Stormwater MS4 Permit COR-090041 Illicit Discharge Detection and Elimination, Construction Site Runoff Control and Post-Construction Runoff Minimum Control Measures:

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~~9-04— Illicit Discharge Detection and Elimination—The permittee (Adams County), “must develop, implement, and enforce a program to detect and eliminate illicit discharges into the permittee’s MS4. Illicit discharges do not include discharges or flows from emergency fire fighting activities, or other activities specifically authorized by a separate CDPS permit.”~~

~~9-05— Construction Site Runoff Control—The permittee (Adams County), “must develop, implement, and enforce a program to reduce pollutants in any stormwater runoff to the MS4 from construction activities that result in a land disturbance of greater than or equal to one acre. Reduction of pollutants in stormwater discharges from construction activity disturbing less than one acre must be included in the program if that construction activity is part of a larger common plan of development or sale that would disturb one acre or more.”~~

~~9-06— Post Construction Stormwater Management in New Development and Redevelopment—The permittee (Adams County), “must develop, implement, and enforce a program to address stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale, that discharge into the MS4.”~~

~~These Regulations establish stormwater quality design, establishes the use of temporary and permanent structural and non-structural practices, maintenance of such practices and violations of these Regulations.~~

9-03 CONSTRUCTION STORMWATER MANAGEMENT

9-06-019-03-01 GENERAL REQUIREMENTS

Any person who undertakes or causes to be undertaken any construction activity within unincorporated Adams County, that~~which~~ involves disturbance of the surface of land surfaces, regardless of the size or location of the construction project, shall ensure that soil erosion, sedimentation, ~~increased~~ pollutant loads and changes to water flow characteristics resulting from their activities are controlled so as to minimize stormwater pollution and protect~~of~~ 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 DirectorCounty 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 DirectorCounty determines there are non-compliance issues, the DirectorCounty 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

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Plan (SWMP); or require additional measures be installed if deemed necessary by the DirectorCounty, 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 DirectorCounty, based on improvements in engineering, science, monitoring and local maintenance experience.

9-06-02 QUALIFICATIONS

Nothing under these Regulations shall be deemed or construed as lessening or modifying the ultimate responsibility of such persons that hold an Adams County SWQ Permit. Nor do the Adams County Stormwater Quality Permit requirements or the Stormwater Quality Regulations imply the assumption of any liability therefore on the part of the County.

Adams County Stormwater Quality Regulations are to be interpreted as minimum standards and regulations. These regulations are not adequate to comply with the requirements of the State CDPS Stormwater Construction Permit.

~~9-06-03~~ **STORMWATER QUALITY PERMIT**

~~9-06-049-03-03~~ **STORMWATER QUALITY (SWQ) PERMIT APPLICABILITY**

~~The following construction projects shall obtain permit coverage under the Adams County Stormwater Quality (SWQ) Permit, unless excluded under Section 9-03-04:~~

- ~~1) All Any private or public construction activity, within unincorporated Adams County the MS4 Permitted Area, that disturbs one (1) or more acres of land, or is part of a larger common plan of development or sale, shall obtain permit coverage under the Adams County Stormwater Quality Permit (SWQ Permit), as amended. This includes all construction activities.~~
- ~~1) Any private or public construction activity, within unincorporated Adams County MS4 Permitted Area that disturbs less than one (1) acres of land, which is also but is 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 related to the construction stormwater management program, at least one (1) or more acres, unless the disturbed areas have been finally stabilized.~~
- ~~2)~~
- ~~3) If a construction project is partially located within the MS4 Permitted Area, then only the land disturbance area disturbed within the County's MS4 Permitted Area is subject to these 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.~~

~~When a construction site disturbs less than one (1) acre and is not part of a larger common plan of development or sale, neither a SWQ Permit nor an Erosion and Sediment Control Plan is required by the County, however a small site erosion and sediment control plan is required.~~

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~~A small site erosion and sediment control plan shall be specific to the project site and is required to obtain a County building permit. This plan is a drawing depicting the project site with the locations of all temporary BMPs is required to obtain a building permit. In addition, the associated BMP details to be used shall be included.~~

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 for agricultural facilities and structures 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

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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

Prior to issuing an Adams County SWQ Permit, the applicant must submit to the Department County the following documentation to obtain an Adams County SWQ Permit:

- 1) A complete SWQ Permit Application on the form prescribed by the Department 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) Submit a An Erosion and Sediment Control Plan (ESCP) to Adams County Transportation Department for review using the County's Erosion and Sediment Control Plan Template and Details that are recommended in the supplemental stormwater guide, and attach to relevant site plans, that includes the narrative and civil EC Plan, according to Section 9-03-08 ESCP.
- 3) Provide a A copy of the State CDPS Stormwater Construction Permit Certification page.
- 4) Permit fees in accordance with Section 9-03-06 SWQ Permit Fees.
- 5) The BMP Cost Opinion Worksheet form, or equivalent.
- 6) Provide financial assurance surety to ensure that the site will achieve final stabilization by submitting the BMP Cost Estimate form 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 Director 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 Director County. Amendments to the permit shall be filed by the Permittee with the Department County on a form prescribed by the Department 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.

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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. ~~The Director has the authority to waive the SWQ permit fee for County Projects.~~

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 9-03-121 Final Construction Site Stabilization.

The ~~Director~~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 Director has the authority to waive the financial surety for government funded projects.~~

The ~~Director~~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 9-03-240 Penalties, shall be promptly released and returned to the Permittee upon the Director's determination that ~~the Permittee has successfully completed~~ if all required work has been completed successfully and ~~met~~ all other requirements of ~~this~~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 ~~the Adams County's ESCP Template as outlined included in the Appendices, Colorado Department of Transportation latest 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.

The Adams County ESCP review and conditional acceptance process only intends to verify that minimum ESCP requirements set by the State 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 that 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, such as, but not limited to:
 - 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.

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1. 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 controls), 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.

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9-03-08-01 EROSION CONTROL BMPs

~~The A~~ Permittee must control erosion during construction. To Erosion control erosion is to means reducing the movement of soil control the disturbed ground from moving by ; to keeping the disturbed ground in place. There are fFive (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.

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9-03-08-02 SEDIMENT CONTROL BMPs

~~The 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. There are Ffour (4) examples of effective sediment control BMPs:

- 1) Protect storm drain inlets.

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- 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, but are not limited to, 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 ~~Director~~County.

~~If minor changes, such as, but not limited to BMP substitutions, are needed after initial submittal to the County, then those types of changes can be made directly at the site by the Permittee, and Documentation of the changes must be available to the Director~~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 ~~date and~~ 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

~~Appropriate~~adequate construction BMPs must be installed prior to the start of construction activity. BMPs must control potential pollutants (such as ~~but not limited to~~ sediment, construction site waste, trash, concrete truck washout, chemicals, sanitary waste and contaminated soils) during each phase of construction, and must be ~~continued~~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 ~~approved~~conditionally accepted ESCP and BMP detail drawings and in effective working condition to function as designed.

9-03-09-01 PROPIETARY AND ALTERNATIVE CONSTRUCTION BMPs

The technology of construction stormwater pollution prevention BMPs is constantly changing. New innovations are ~~being~~ developed and existing technologies are ~~being~~ 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 ~~Director~~County.

ADDITIONAL TOTAL MAXIMUM DAILY LOAD (TMDL) REQUIREMENTS

~~The Director reserves the right to include additional requirements to the Permittee's ESCP during the ESCP acceptance process, such as, but not limited to, water quality sampling and testing, monitoring, buffer zones, etc, if a stormwater based TMDL and Waste Load Allocation (WLA) have been adopted for any project within the watershed of the waterbody into which the Permittee discharges.~~

9-06-04-01 OIL AND GAS SITES

All oil and gas sites shall comply with the Colorado Oil and Gas Conservation Commissions Rules and Regulations, specifically 1000 Series Reclamation Regulations. All oil and gas sites constructed within the County's MS4 permitted area shall comply with and will be inspected by the County for these Stormwater Quality Regulations.

9-06-04-02—COUNTY CAPITAL IMPROVEMENT PROJECTS

All qualified County capital improvement projects are required to obtain a State CDPS Stormwater Construction Permit. To do this, the county shall require contractor's to prepare and implement a Stormwater Management Plan. A County SWQ Permit is waived; however, compliance with the State CDPS Stormwater Construction Permit shall describe in the project specifications that are part of the project contract.

9-06-05—AUTHORITY

Under the County's CDPS MS4 Permit, Adams County requires a stormwater control site plan, otherwise called an Erosion and Sediment Control Plan (ESC Plan). The County ensures that construction activities are in compliance with County Stormwater Quality Regulations by requiring that an ESC Plan be submitted and reviewed for adequacy by the County, and by requiring a copy of the State CDPS Stormwater Construction Permit Certification page prior to receiving a County SWQ Permit.

Enforcement of the Adams County Stormwater Quality Regulations and the County SWQ Permit are the responsibility of the Adams County Transportation Department—Stormwater Regulatory Compliance Unit; refer to Section 9-07-05 Stormwater Quality Regulation Violations.

Transportation Department—Stormwater Regulatory Compliance Unit (SRC Unit) is hereby authorized to sign off on the County SWQ Permit and associated County permits (e.g. Building, Right of Way, Grading and Drainage, etc.) with a stormwater signature line once all conditions of the development application process have been met as required in Section 9-05 Stormwater Quality Permit.

In order for the SRC Unit to sign off on a Certificate of Occupancy, the associated, overall site shall be in compliance with the Stormwater Quality Regulations. Sites that are under an enforcement action will not receive a sign off by the SRC Unit.

9-06-06—ILLICIT DISCHARGES

No person shall cause, allow, or contribute to the discharge of pollutants into the County's MS4 as this constitutes a Stormwater Quality Regulation Violation and a violation of County Ordinance No. 11 Concerning Illicit Discharges to the Waters of the State within Unincorporated Adams County.

Sediment or any other pollutant that goes outside the permitted area is considered a violation of the Stormwater Quality Regulations.

~~9-06-07—STORMWATER GUIDANCE~~

~~Throughout these regulations one will find reference to a supplemental stormwater guide. This guidance document is separate from the regulations as it consists of but not limited to, stormwater details and waste management plan guidance, which is frequently updated to reflect industry standards.~~

~~A current copy of this guidance document will be posted on the County's website. If one doesn't have access to the internet, contact the Transportation Department Department.~~

~~9-06-08—PERMITTEE COMPLIANCE~~

~~All County Stormwater Quality Permit holderst shall comply with all responsibilities, requirements, terms and conditions of the Stormwater Quality Permit and Adams County Stormwater Quality Regulations provided herein, as amended.~~

~~9-06-08-01—SUBMITTALS~~

~~Each Stormwater Permit Application shall be submitted to the Transportation Department and shall include submittal requirements for said project proposal.~~

~~Prior to issuing the Adams County Stormwater Quality Permit (SWQ Permit), the applicant must:~~

~~Submit an ESC Plan to Adams County Transportation Department for review using the County's Erosion and Sediment Control Plan Template and Details in found in the supplemental stormwater guide.~~

~~Provide a copy of the State CDPS Stormwater Construction Permit Certification page.~~

~~Provide financial assurance to ensure that the site achieve final stabilization.~~

~~9-06-09—SITE INSPECTIONS~~

9-03-10 STORMWATER INSPECTION FREQUENCY

The Permittee shall perform and document site stormwater inspections at minimum once every fourteen (14) days during active construction and within 24 hrs post-precipitation events that cause surface erosion following the inspection frequency requirements of the State CDPS Stormwater Construction Permit, as amended.

~~Adams County requires t~~The Permittee ~~must to~~ 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 practices—BMPs identified in the ESCP—Plan shall be evaluated to ensure that they are installed, maintained and operating correctly.~~

~~The Permittee shall make a thorough inspection of their construction site at least once every month once all construction activities have been completed.~~

~~The County reserves the right to require the Permittee to conduct stormwater inspections on a stringent frequency, if the Permittee is a recalcitrant or systematic violator.~~

9-06-09-019-03-10-01 **STORMWATER INSPECTION REPORT/RECORDS**

The Permittee shall keep a record of all required stormwater site inspections 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, but not limited to, the following information:

- 1) Inspection date;
- 2) Names(s) and titles(s) of personnel ~~making-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.
~~Signed Certification Statement; and~~
~~Update the ESC Plan for all changes representing BMPs as it relates to installation, maintenance, removal, replacement, and/or new BMP implementation as required in response to changing site conditions, or~~

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~~when a BMP is determined ineffective as required in Section 9-06-04 ESC Plan Field Changes.~~

~~9-06-09-02~~ — **REPORTING**

~~Once the construction site has met final stabilization measures, in accordance with Section 9-07-04 Final Construction Site Stabilization and ESC Plan Submittal, the Permittee shall notify the Transportation Department—SRC Unit to schedule a Closeout Stormwater Quality Inspection as required in Section 9-05-09 Permit Closeout Notification.~~

~~The County reserves the right to request a copy of the ESC Plan, inspection reports and associated documents at any time. A specific time frame will be identified in which the Permittee must submit the requested documentation. If the Permittee fails to provide the requested documentation, a violation will be assessed in accordance with Section 9-07-05 Stormwater Quality Regulation Violations.~~

~~9-06-09-03~~ — **STORMWATER QUALITY PERMIT FEES**

~~Stormwater Quality Permit Fees shall be established by resolution by the Board of County Commissioners. The permit and review fees shall be paid at the time of submittal of any SWQ Permits.~~

~~9-06-09-04~~ — **FINANCIAL SURETY**

~~Financial surety consisting of an irrevocable letter of credit shall be submitted in an amount sufficient to purchase, install and maintain the temporary and permanent erosion and sediment control BMP measures. These measures are represented on both the ESC Plan and Landscape Plan through the Community and Economic Development Department. Refer to Appendix A for Irrevocable Letter of Credit—Site Improvements application and Irrevocable Letter of Credit—Subdivision Improvement application. Surety shall remain in place for a period of one (1) year after ground disturbing construction activities are completed to allow time for re-vegetation to reach final stabilization as required in Section 9-07-04 Final Construction Site Stabilization. If final stabilization is not met within one year upon issuance of a SWQ Permit, then the surety shall be extended until final stabilization is accomplished.~~

~~The amount of financial surety for an Adams County Stormwater Quality Permit is based on the industry average cost provided on the BMP Cost worksheet, which includes the BMP as well as installation and maintenance of all the erosion and sediment controls required on a construction site. At a minimum, the financial surety shall not be less than 20% of the site improvements. A copy of the Cost Opinion Worksheet (Worksheet) in supplemental stormwater guide shall be used for preparing the opinion of probable costs for erosion and sediment controls.~~

~~The Worksheet shall be filled out completely and submitted as part of the submittal for the SWQ Permit. The probable cost Worksheet will be reviewed for reasonable quantities and costs by Adams County Transportation Department.~~

~~**9-06-09-05—EXPIRATION OF FINANCIAL SURETY**~~

~~If the construction of the project or re-vegetation process takes longer than one year, the Permittee shall extend the posted financial surety no less than ninety (90) calendar days prior to the expiration date. Failure to extend the financial surety, for a minimum of one (1) additional year, prior to the ninety (90) day deadline shall result in the County drawing upon the financial surety.~~

~~**9-06-09-06—EXEMPTIONS**~~

~~Exemption from the Adams County Stormwater Quality Permit will be considered for any of the following construction activities in addition to the activities listed in Adams County Ordinance No. 11 Concerning Illicit Discharges to the Waters of the State within Unincorporated Adams County. These construction activities include:~~

~~Agricultural practices including tilling, planting, harvesting, or livestock operations, grazing and animal husbandry~~

~~Pavement maintenance on public and private roadways such as an overlay or pavement patching (temporary BMP installations and applicable County permit(s) will still be required)~~

~~Emergency situations that pose an imminent risk to life or property, such as hazardous waste cleanup operations and emergency fire fighting~~

~~Geotechnical boring investigations and utility potholing~~

~~Emergency utility repairs~~

~~Mowing operations~~

~~Weed control~~

~~Controlled burning~~

~~New fencing installation and maintenance of existing fence~~

~~Erosion abatement projects (unless over 1 ac of disturbance)~~

~~Pavement repair and replacement on public trails~~

~~MS4 Permittees Within Unincorporated Adams County~~

~~All standard and non-standard MS4 permittee's located within unincorporated Adams County are required to obtain an Adams County Stormwater Quality Permit with the condition that proof of state certification for the CDPS Stormwater Construction Permit shall be provided once a contractor is selected.~~

~~9-06-09-07~~ — **PERMIT CLOSEOUT**

~~In order to close out an Adams County Stormwater Quality permit, all of the following measures must be met:~~

~~Notify the Stormwater Regulatory Compliance Unit as required in Section 9-05-09 Permit Closeout Notification.~~

~~When a construction Site is final stabilized, but prior to BMP removal; submit an electronic color copy of the ESC Plan final marked up copy to Adams County Transportation Department—SRC Unit with all revisions and markups that update the plan during construction for stabilization.~~

~~Provide Construction Site Stabilization Certification and color photo documentation in compliance with Section 9-07-04 Construction Site Stabilization Certification.~~

~~BMPs will be removed after the final Closeout Inspection and prior Release of Financial Surety Request has been approved by the SRC Unit. Provide a copy of the State CDPS Stormwater Construction Permit Inactivation Application.~~

~~9-06-09-08~~ — **PERMIT CLOSEOUT NOTIFICATION**

~~Permittee must contact Adams County Transportation Department—SRC Unit to set up a Closeout Stormwater Quality Inspection. This notification shall be sent to the Transportation Department—SRC Unit via e-mail as indicated on the County SWQ Permit. The Transportation Department—SRC Unit must be contacted by the Permittee at least seven (7) business days prior to scheduling the final 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 Adams County Transportation Department—SRC Unit needs to conduct more than one Closeout Inspection, an inspection fee will be assessed for each additional closeout inspection, as approved by resolution, by the Board of County Commissioners.~~

~~9-06-09-09~~ — **REMOVAL OF TEMPORARY BMPS**

~~Once the site has met the final stabilization conditions, as specified in Section 9-07-04 Final Construction Site Stabilization, the remaining temporary BMPs such as perimeter controls, inlet protection, silt fence, etc. shall be removed and disposed of properly.~~

~~Construction site stabilization certification~~

~~The responsible Adams County Stormwater Quality Permit holder (permittee) shall provide formal notarized certification in accordance with the stabilization certification page found in the supplemental stormwater guide.~~

~~The signed, sealed and notarized Stabilization Certification shall be submitted, in electronic form, to Adams County Transportation Department—SRC Unit along with~~

~~documented proof in the form of electronic color photographs, depicting the stabilized site. The photographs must show the materials used for stabilization and that growth of the vegetation is adequate. It must be proved that the vegetation is 70% of pre-disturbance levels and no sediment will erode outside the permitted area. Refer to the supplemental stormwater guide for a copy of the Stabilization Certification Form.~~

~~Remove all temporary BMPs in compliance with Section 9-05-09-01 Removal of Temporary BMPs.~~

~~**9-06-09-10—RELEASE OF FINANCIAL SURETY**~~

~~Once all conditions as specified in Section 9-05 Stormwater Quality Permit, have been met, the permittee may submit a Release of Surety for the Stormwater Quality Permit Request Application found in Appendix A. This form shall be submitted to Adams County Transportation Department SRC Unit.~~

~~After Transportation Department SRC Unit has received a completed request form, and adequate documentation, the County Stormwater Quality Program Administrator, or designee, will sign off on the release of financial assurance and the financial assurance will be released.~~

9-07—EROSION AND SEDIMENT CONTROL PLAN

~~Adams County requires an Erosion and Sediment Control Plan (ESC Plan) as part of the SWQ Permit that specifically authorizes a project to discharge into the County's MS4.~~

~~This Section presents criteria of the ESC Plan. All BMPs shall be designed, implemented and maintained to mitigate soil erosion and subsequent deposition of sediment and pollutants off site during the period of construction from start of earth disturbance until final stabilization and permanent stormwater quality BMPs are effectively in place.~~

~~An ESC Plan must be submitted to the County, for applicable construction sites within unincorporated Adams County, as part of the development review process. The ESC Plan is reviewed by the County for compliance with County Stormwater Quality Regulations.~~

~~Review of the ESC Plan for adequacy shall be conducted by the Permittee during construction. Adams County reviews the ESC Plan for completeness with the Adams County Stormwater Quality Regulations only. It shall be understood that additional or revised BMPs will be required, should construction site observation indicate that the ESC Plan is not adequately controlling erosion, capturing sediment, or stormwater runoff from potential pollutant sources.~~

9-07-01-01—PLAN PURPOSE

~~An Erosion and Sediment Control Plan (ESC Plan) is a required item under the Adams County Stormwater Quality Regulations. An ESC Plan identifies and describes appropriate BMPs that will be implemented at the construction site. An ESC Plan shall be prepared in accordance with good engineering and hydrologic pollution control practices.~~

~~The main purpose of the ESC Plan is to improve water quality by reducing pollutants in stormwater discharges from construction sites. The ESC Plan describes and ensures implementation, maintenance and inspection of BMPs which, when implemented, will meet the terms and conditions of the County Stormwater Quality Regulations.~~

~~An ESC Plan is a detailed plan that shall include:~~

~~BMPs that address erosion control practices, sediment control practices and waste management. These can be temporary or permanent, structural or non-structural BMPs that will be used to prevent erosion, capture sediment, mitigate construction site waste and reduce stormwater pollution.~~

~~Locations of the selected BMPs;~~

~~BMP details, which shall include information regarding BMP descriptions, appropriate uses, design and installation, maintenance and removal information. Plan Criteria~~

~~When preparing an ESC Plan for Adams County, use the Erosion and Sediment Control Template and BMP details included in the supplemental stormwater guide. All ESC Plans shall include all the items outlined in the template.~~

~~Structural and Non-Structural Erosion Control BMPs~~

~~The Permittee must control erosion during construction. To control erosion is to control the disturbed ground from moving; to keep the disturbed ground in place. There are five (5) effective keys to erosion control:~~

~~Minimize disturbed area and protect natural features and soil.~~

~~Phase construction activity and seeding.~~

~~Control stormwater flowing onto and through the project.~~

~~Stabilize soils promptly.~~

~~Protect slopes.~~

~~Refer to the supplemental stormwater guide for details of acceptable erosion control BMPs.~~

~~structural and non-structural sediment control bmps~~

~~The 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. There are six (6) effective keys to sediment control:~~

~~Protect storm drain inlets.~~

~~Establish perimeter controls.~~

~~Retain sediment on-site and control dewatering practices.~~

~~Establish stabilized construction entrances/exits.~~

~~Install, inspect and maintain BMPs.~~

~~Remove BMP's, when appropriate.~~

~~Refer to the supplemental stormwater guide for details of acceptable sediment control BMPs.~~

~~Selection of Best Management Practices~~

~~During construction, it is a requirement that temporary structural and non-structural BMPs be installed and maintained in proper working order. The Permittee must ensure that all BMPs are appropriate for the selected application, installed per detail, maintained according to the detail and in an effective working condition.~~

~~When selecting a BMP it is imperative that the designer select it for the intended function. It is also important to understand how BMPs function, proper maintenance of the BMP and removal of the BMP.~~

~~All temporary structural and non-structural erosion and sediment control BMP measures shall be installed, properly maintained, and removed in conformance with the details presented in the supplemental stormwater guide.~~

~~The following BMPs shall not be used in ESC Plan design or field implementation within the County's permitted MS4 vicinity.~~

~~Crushed or recycled concrete used for any vehicle tracking pad/control~~

~~Milled or recycled asphalt used for any vehicle tracking pad/control~~

~~Waste management~~

~~Construction activities can introduce a variety of non-sediment pollutants to stormwater runoff. Waste materials, such as discarded building materials and solid waste from construction activities, shall be 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.~~

~~The following construction site wastes shall be identified and eliminated from discharging outside the permitted area, into groundwater or into the County's MS4. Include the following details in the ESC Plan using the guidance provided in the supplemental stormwater guide:~~

~~Covering Outdoor Storage and Handling Areas~~

~~Spill Prevention, Containment and Control~~

~~Good Housekeeping~~

~~Vehicle Maintenance, Fueling and Storage~~

~~Use of Pesticides, Herbicides and Fertilizers~~

~~Street Sweeping and Cleaning~~

~~Storm Sewer System Cleaning~~

~~The Permittee shall use supplemental stormwater guide as a reference to create each individual waste plan. Below is a list of individual waste plans that are required as part of the ESC Plan:~~

~~Solid Waste (e.g. sediment, gravel, compost, building materials, vehicle tracking, construction spoils, trash)~~

~~Liquid Waste (e.g. oil, gas, tar, hydraulic fluid)~~

~~Concrete and Paint Washout (e.g. truck chute, associated fixtures and equipment)~~

~~Sanitary Waste (e.g. worker trash, portable toilets, waste piles and dumpsters, etc.)~~

~~Chemical Waste (e.g. fertilizers, pesticides, detergents, fuels, solvents, oils, etc.)~~

~~Contaminated Groundwater Management, if applicable~~

~~Permitted Construction Dewatering, if applicable~~

~~ESC Plan Field changes~~

~~It is a requirement of the SWQ Permit that the ESC Plan is kept on the construction site and is updated at all times as construction progresses. It is expected that all ESC Plans will be revised in the field.~~

~~The Permittee is responsible for amending the ESC Plan. ESC Plan changes addressing BMP implementation are often required to be made in response to changing site conditions, or when an existing BMP is determined ineffective. ESC Plan revisions to address these changes can be made immediately with quick in-the-field revisions to the ESC Plan.~~

~~The ESC Plan shall be revised as soon as practicable, but in no case more than 72 hours after change(s) in BMP installation or implementation.~~

~~A notation shall be include in the ESC Plan prior to the site change(s) that include the time, date and initials of the change(s) in the field and BMP(s) location(s) depicted on the plans.~~

9-03-11 FINAL CONSTRUCTION SITE STABILIZATION

Final Construction Site Stabilization means that 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 approved/conditionally accepted ESCP.

Prior to closing out the SWQ Permit closeout, all the 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.

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- 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 aforesaid/forementioned.

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 ~~Department~~County to set up a Closeout Inspection. The Department must be contacted by the Permittee at least seven (7) business days prior to scheduling the 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 ~~Department~~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 9-03-121 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 9-03-132 Permit Closeout, have been met, the Permittee may request the ~~Department~~to release of the financial surety to the County.

~~9-07-02—If the ESC Plan is not up to date, or the Permittee fails to conduct a mandated inspection, it shall be deemed inadequate resulting in County Stormwater Quality Violations as identified in Section 9-07-05 Stormwater Quality Regulation Violations.~~

~~9-07-03—~~ **DRAINAGEWAY PROTECTION**

~~9-07-04—Drainageway control measures protect channels and/or storm sewers during site construction. Acceptable control measures include limiting equipment travel across the waterway; construct a temporary channel crossing or temporary diversion structure as detailed in the supplemental stormwater guide.~~

~~9-07-059-03-14~~ **ADAMS COUNTY STORMWATER QUALITY SITE REGULATORY INSPECTIONS**

All ~~construction activities that are required to obtain an~~ Adams County SWQ Permits ~~and submit an ESC Plan must be~~ may be inspected regularly during construction by the County ~~Stormwater Regulatory Compliance Unit~~ Department 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 ~~Stormwater Quality Regulations~~ SWQ Permit, ~~this includings, but is not limited to;~~ the Permittee's stormwater site inspection documentation logs, the modified current ESCP Plan, etc. The County will identify a time frame that specifies the date ~~in which~~ the Permittee must submit the requested documentation. ~~If the Permittee fails to provide the requested documentation, a violation will be assessed in accordance with Section 9-07-05 Stormwater Quality Regulation Violations.~~ Adams County Regulatory Inspections shall not be used in place of the Permittee's stormwater inspections as required under the SWQ Permit. County inspections shall not be used in place of the inspections that are required under the SRC Permit

~~9-07-06~~ **COUNTY STORMWATER QUALITY INSPECTIONS**

~~9-07-07~~ The focus of the County's stormwater quality inspections is to verify that BMPs are implemented, installed and maintained in accordance with the ESC Plan. Adams County stormwater quality inspections also determine compliance with the County's Regulations. These inspections do not substitute for the Permittee's requirements under the State CDPS Stormwater Construction Permit.

9-07-089-03-15 **RIGHT OF ENTRY**

Refer to Chapter 1 of ~~these Adams County Standards and Regulations~~ these standards and regulations for the authority to enter onto private property within unincorporated Adams County for inspection purposes.

Additionally, ~~By signature of the SWQ Permit, the landowner, developer, builder, or SWQ the p~~Permittee must allow ~~Adams County Stormwater Regulatory Compliance Unit~~DepartmentCounty 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 any violation of these regulations of the Adams County Ordinance No. 11 or Colorado Water Quality Control Act. -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.

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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 does not intend or imply that compliance by any person will ensure that 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.

9-07-09—TYPES OF STORMWATER QUALITY SITE INSPECTIONS

~~The County performs the following are types of inspections at construction sites located within unincorporated Adams County's MS4 Permitted area during the construction process:~~

~~The SRC Unit is responsible for determining if a Follow up or Indicator Inspection is needed or if submission of additional information to verify that necessary actions taken to be in compliance are adequate~~

9-07-09-01—COMPLIANCE INSPECTIONS

~~Compliance Inspections are conducted by the SRC Unit. The purpose of these inspections is to confirm that the ESC Plan has been implemented, the ESC Plan is updated, inspections by the permittee are being performed, BMPs are implemented according to the accepted ESC Plan, as amended, that BMPs are functioning as intended, and properly maintained.~~

9-07-09-01-01—FOLLOW-UP INSPECTIONS

~~Follow up Inspections are conducted by the SRC Unit and are considered to be a reduced level inspection. Follow up inspections are conducted by the SRC Unit to ensure that measures or requirements from a Compliance Inspection have been complied with or performed. These requirements may involve the cleanup of a discharge, implementing additional or revised BMPs, repairing, reinstalling, or maintaining damaged or non-functioning BMPs, etc.~~

9-07-09-02—INDICATOR INSPECTIONS

~~Indicator Inspections can be conducted by a Transportation Department inspector. The purpose of an indicator inspection is to assess construction sites for signs of non-compliance. These inspections do not fully assess the adequacy of BMPs or the overall site environmental management.~~

~~9-07-09-03—STABILIZATION INSPECTIONS~~

~~Stabilization Inspections are conducted by the SRC Unit. Stabilization Inspections occur when construction is complete and the site is in the process of achieving final stabilization conditions.~~

~~The purpose of a stabilization inspection is to monitor the vegetative process and BMPs to ensure maintenance by the Permittee.~~

~~9-07-09-04—CLOSEOUT INSPECTIONS~~

~~Closeout Inspections are conducted by the SRC Unit. Prior to closing out an Adams County SWQ Permit and removing BMPs, the permittee shall contact the SRC Unit to schedule a Closeout Inspection. The Permittee shall contact the SRC Unit at least 3 business days prior to scheduling a Closeout Inspection.~~

~~The purpose of a Closeout Inspection is to determine if measures have been taken to stabilize the site prior to closing the SWQ Permit, and prior to release of any financial surety.~~

~~9-08—FINAL CONSTRUCTION SITE STABILIZATION~~

~~Final Construction Site Stabilization means that all ground disturbing activities are complete, and all disturbed areas have either been built on, paved over or are awaiting uniform vegetative cover per County accepted plans.~~

~~Prior to closing out the Adams County Stormwater Quality Permit, all the items listed below must be completed in order for the construction site to be considered to have final stabilization.~~

~~_____ The site has a uniform vegetative cover with a density of at least seventy percent (70%) compared to the original undisturbed site. Such cover is capable of adequately controlling soil erosion, as determined by the Stormwater Regulatory Compliance Unit.~~

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~~_____ Proper installation of all approved, permanent, post construction stormwater quality BMPs.~~

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~~_____ Removal of all stockpiles of soil, construction material/debris, construction equipment, etc. from the construction site.~~

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~~_____ Streets, parking lots and other surrounding paved surfaces are clean and free of any sediment or debris.~~

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~~_____ Removal of sediment and debris within private drainage facilities, caused by the construction activity; this includes all pollutants. The Permittee shall restore any damaged public infrastructure caused by the Permittee's construction activities.~~

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~~Provide documentation as required by Section 9-05-08 Permit Closeout and Section 9-05-09 Permit Closeout Notification.~~

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 Stormwater Quality 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 Stormwater Quality SWQ Permit. Sites that are under an enforcement action may not receive a sign off by the Department of Public Works.~~

9-09 STORMWATER QUALITY REGULATION VIOLATIONS

~~9-09-01—Any person who undertakes or causes to be undertaken any activity, which involves disturbance of the surface of land shall ensure that soil erosion, sedimentation, increased pollutant loads and changes water flow characteristics resulting from the activity are controlled so as to minimize pollution of receiving waters.~~

9-09-029-03-18 ENFORCEMENT POLICIES

~~The following policies apply to enforcement at construction sites within the unincorporated areas of Adams County:~~

~~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.~~

~~It is the responsibility of the Permittee to provide color photo documentation of the condition of the existing storm sewer system and to identify any sediment or debris in the system prior to the commencement of construction. If the Permittee cannot demonstrate that there was existing sediment or debris in the storm sewer system prior to construction, the Permittee shall clean the storm sewer system affected by the project using acceptable methods.~~

~~The County Department will may allow the landowner, developer, builder, or SWQ Permittee Permittee a reasonable amount of time to re-inspect the site to ensure take the~~

necessary measures have been completed to bring a construction site into compliance ~~with its on-site ESC Plan~~ 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 ~~that~~ 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 ~~requirements for construction activities as mandated by the CDPS Stormwater MS4 Permit COR 090000~~. In the event of conflicting requirements, the most stringent or restrictive shall govern.

~~9-09-039-03-19~~ **CONSTRUCTION STORMWATER VIOLATIONS**

~~Adams County complies with Colorado Revised Statute, Title 30 Government—County to enforce the Stormwater Quality Regulations specifically, 30-15-401.11, CRS et. seq. These regulations allow the County to enforce upon a Permittee or violator of these regulations to compel the abatement of any condition that caused or contributes to a violation of the Adams County Stormwater Quality Regulations.~~

The following items are considered, but not limited to, a violation of the ~~Adams County Regulations or Adams County Ordinance No. 11 Concerning Illicit Discharges to the Waters of the State within Unincorporated Adams County~~ Stormwater Regulations and/or Stormwater Quality (SWQ) Permit:

- 1) Conducting ~~a~~ Permit ~~C~~covered Aactivity without a County SWQ Permit.
- ~~2)~~ 2) Failure to prepare an Erosion and Sediment Control Plan (ESCP).
- ~~3)~~ 3) Failure to prepare an Erosion Control (EC) Plan
- ~~4)~~ 4) Conducting a permit covered activity without Adams County review and conditional acceptance of the ESCP.
- ~~5)~~ 5) Conducting activity without a State CDPS Construction Stormwater Discharge Permit for Construction Activities (when applicable).
- ~~2)~~
- ~~6)~~ 6) Failure to renew the SWQ Permit.
- ~~7)~~ 7) Failure to renew the SWQ Permit's financial surety.
- ~~8)~~ 8) Deficient ~~Erosion and Sediment Control Plan~~ESCP.
- ~~9)~~ 9) Failure to update the ESCP adequately to reflect current site conditions.
- ~~3)~~

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- 10) Failure to install, maintain or properly select Best Management Practices (BMP).
- 4)11) Failure to correct findings from previous Adams County Regulatory Inspections.
- 5)12) Failure to perform ~~required~~ stormwater inspections of the permitted construction site.
- 6)13) Failure to submit requested documentation.
- 7)14) Failure to adequately respond to the ~~SRC Unit's~~ Director County's findings written directives as designated by a Compliance Inspection Notification.
- 8) Failure to conduct a mandated inspection or to update the Erosion and Sediment Control Plan adequately to reflect site conditions.
- 9) Pollution, contamination or degradation of stormwater quality caused by work outside of the Adams County Stormwater Quality Permit boundary.
- 15) An illicit discharge into the County's Municipal Separate Storm Sewer System. 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 Adams County Standards and Regulations 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 of the Director 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 the Adams County Development Standards and Regulations these standards and regulations. Additionally the NOV shall include re-inspection dates in which the Director County will be back on 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 ~~According to~~ Chapter 1 of these standards and regulations. ~~To be able to re-instate a Permit a~~All fees for re-issuance of ~~athe~~ new permit must be paid prior to re-issuance of the permit.

Permit Fee Increase: If applicable work is performed without a permit, then permit fees ~~may increase a~~As established in the Annual Fee Schedule adopted by the Board of County Commissioners.

Certificate of Occupancy (C.O.) Withhold: ~~According~~As define in ~~to~~ Chapter 1 of these standards and regulations. ~~In Addition, t~~The ~~Director~~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 ~~the~~Public Works Department.

Cease and Desist Order: ~~According to~~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: ~~The Director reserves the right to require~~ ~~the~~Permittees may be require to conduct stormwater inspections on a more stringent frequency if the Permittee is ~~a~~ ~~recalcitrant~~non-responsive after two NOV, or systematic/chronic violator.

Financial Surety Withdrawal: ~~T~~he ~~Director~~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,~~ ~~then the~~ ~~Director~~County shall withdraw ~~n~~ from the SWQ Permit Financial Surety;

Civil/Criminal Action: ~~According to~~As define in Chapter 1 of these standards and regulations.

Table 9-14 Enforcement – Sheet A

SWQ Violation	Findings Summary	Enforcement Level	Result
<p>Violation 9-07-05-02 – A. Conducting Permit Covered Activity without a County SWQ Permit</p>	<p>Permittee has failed to obtain a County Stormwater Quality Permit prior to construction activities commence.</p>	<p>Level 1 – Notification</p>	<p>Warning – Certified Compliance – Advisory specifying time frame to submit a complete permit and documentation</p> <p>Work will be suspended until permit has been issued</p>
		<p>Level 2 – Violation</p>	<p>Stormwater – Quality Violation – Notification of Violation</p> <p>Work will be suspended until permit has been issued</p>
		<p>Level 3 – Chronic and Recalcitrant Violation/s</p>	<p>Civil Action – Notification of Compliance Order</p> <p>Work will be suspended until permit has been issued</p>
<p>Violation 9-07-05-02 – B. Failure to prepare an Erosion and Sediment Control Plan</p>	<p>Permittee has failed to prepare an Erosion and Sediment Control Plan in which erosion and sediment control and waste management measures have been designated and detailed.</p>	<p>Level 1 – Notification</p>	<p>Warning – Certified Compliance – Advisory specifying time frame to submit a complete permit</p> <p>Work will be suspended until permit has been issued</p>
		<p>Level 2 – Violation</p>	<p>Stormwater – Quality Violation – Notification of Violation.</p> <p>Work will be suspended until permit has been issued</p>
		<p>Level 3 – Chronic and Recalcitrant Violation/s</p>	<p>Civil Action – Notification of Compliance Order.</p> <p>Work will be suspended until permit has been issued</p>
<p>Violation 9-07-05-02 – C. Deficient Erosion and Sediment Control Plan</p>	<p>Permittee's ESC Plan does not have erosion and sediment controls or waste management measures to adequately mitigate waste, prevent erosion or capture sediment.</p>	<p>Level 1 – Notification</p>	<p>Warning – Compliance Inspection – Notification Findings</p>
		<p>Level 2 – Violation</p>	<p>Stormwater – Quality Violation – Notification of Violation</p>
		<p>Level 3 – Chronic and Recalcitrant Violation/s</p>	<p>Civil Action – Notification of Compliance Order</p>
<p>Violation 9-07-05-02 – D. Failure to install, maintain</p>	<p>Permittee's BMPs are not installed per accepted detail, not maintained as specified on the</p>	<p>Level 1 – Notification</p>	<p>Warning – Compliance Inspection – Notification Findings</p>
		<p>Level 2 – Violation</p>	<p>Stormwater – Quality Violation – Notification of Violation</p>
<p>Adams County Development Standards and Regulations</p>	<p>properly select Best Management Practices as</p>	<p>Level 3 – Chronic and Recalcitrant</p>	<p>9-47</p> <p>Civil Action – Notification of</p>

**Chapter 9—Storm Drainage Design and Stormwater Quality Regulations
Construction Stormwater Management**

December 16, 2014

Table 9-14 Enforcement – Sheet B

SWQ Violation	Findings Summary	Enforcement Level		Result
Violation 9-07-05-02 F. Failure to submit required/requested reports or documents	Permittee has failed to provide the requested documentation to the County by the designated date.	Level 1 – Notification	Warning – Compliance Inspection Notification Findings	
		Level 2 – Violation	Stormwater Quality Violation – Notification of Violation	
		Level 3 – Chronic and Recalcitrant Violation/s	Civil Action – Notification of Compliance Order	
Violation 9-07-05-02 G. Failure to adequately respond to the SRC Unit’s findings as designated by the Compliance Inspection Notification	Permittee has failed to mitigate findings as documented by the Compliance Inspection Notification.	Level 1 – Notification	Warning – Compliance Inspection Notification Findings	
		Level 2 – Violation	Stormwater Quality Violation – Notification of Violation	
		Level 3 – Chronic and Recalcitrant Violation/s	Civil Action – Notification of Compliance Order	
Violation 9-07-05-02 H. Failure to maintain the Erosion and Sediment Control Plan to reflect current site conditions	Permittee has failed to update the Erosion and Sediment Control Plan to reflect site conditions within 72 hours after change(s) in BMP installation or implementation occur at the site with adequate notations.	Level 1 – Notification	Warning – Compliance Inspection Notification Findings	
		Level 2 – Violation	Stormwater Quality Violation – Notification of Violation	
		Level 3 – Chronic and Recalcitrant Violation/s	Civil Action – Notification of Compliance Order	
Violation 9-07-05-02 I. Pollution, contamination or degradation of stormwater quality caused by working outside of the County SWQ Permit boundary	Permittee has failed to contain all construction activities or pollutants within the SWQ Permit boundary.	Level 1 – Notification	Warning – Compliance Inspection Notification Findings	
		Level 2 – Violation	Stormwater Quality Violation – Notification of Violation	
		Level 3 – Chronic and Recalcitrant Violation/s	Civil Action – Notification of Compliance Order	
Violation 9-07-05-02 J. An illicit discharge into the County’s Municipal Separate Storm Sewer System	Permittee has allowed pollutants to enter into the County’s Municipal Separate Storm Sewer System.	Level 1 – Notification	Stormwater Quality Violation – Notification of Violation	
		Level 2 – Violation	Civil Action – Notification of Compliance Order	
		Level 3 – Chronic and Recalcitrant Violation/s	SWQ Permit Revocation	

*SRC Unit will not sign off on a building permit if a construction site is in violation of the County Stormwater Quality Regulations. Enforcement is compliant with CRS 30-15-401.11.

*SRC Unit will not sign off on a Certificate of Occupancy if a construction site is in violation of the County Stormwater Quality Regulations. Enforcement is compliant with CRS 30-15-401.11

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 also 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
- 4) To enable the County to comply with the State of Colorado MS4 Permit and other applicable federal and state regulations.
- 2)5) A form of permanent structural post-construction BMP to improve stormwater quality is required for development or redevelopment that disturbs 1 acre or greater or part of a larger development or sale that is located within the County's MS4 Permitted area. This section contains guidance for the selection and placement of permanent structural BMPs for new development and redevelopment in addition to insure the post-construction maintenance of the BMPs.

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9-09-049-04-01 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 include a total development/redevelopment area of disturbance consisting of disturb an area of one (1) acre or larger greater. for which stormwater quantity detention is required, must provide permanent structural BMPs
- 2) All development or redevelopment construction sites located within unincorporated Adams County's MS4 Permitted Area that disturb less than one

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~~(1) acre, but which are part of a larger common plan of development, subdivision or parcel of property under single ownership in excess of one~~ 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 ~~was~~ 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, ~~then~~ the temporary measure must meet one of the Minimum Design Standards in Section 9-04-04.

~~Water Quality Capture Volume (WQCV) must be incorporated into the stormwater quantity detention as discussed later in this section. Other permanent BMPs may also be required as appropriate.~~

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 ~~that~~ 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), ~~that was~~ 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 ~~that~~ 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~~

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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 also must also be limited to the repair and replacement of pavement in a manner that does not result in an increased impervious area and/or the infrastructure must not 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 does 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 ~~10~~ten percent (10%). A total lot imperviousness greater than ~~10~~ten percent (10%) is allowed when a study specific to the watershed and/or MS4 shows ~~that~~ expected soil and vegetation conditions are suitable for infiltration/filtration of the WQCV~~D~~ 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 20~~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

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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.

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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.

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9-09-059-04-04 ~~ACCEPTABLE~~ ~~METHODS~~ ~~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 ~~that~~ the implementation of a separate post-construction BMP for ~~the~~at 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)

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- 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 ~~that~~ 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; ~~and/or Colorado Department of Transportation Post-construction BMPs Criteria Manual~~, 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:

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- 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 ~~with~~ the requirements under Section 9-04-09 Site Plan Review and Section 9-04-012 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.

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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 ~~that~~ it is not practicable to meet any of the minimum design standards listed under Section 9-04-04. The Developer's

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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.

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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), ~~as amended;~~

- 1) Grass Buffer
- 2) Grass Swale
- 3) Extended Detention Basin
- 4) Retention Pond

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4) 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. —refer to section 9-01-12 if no discharge

9-09-05-01 Outlet Structures

~~See the supplemental stormwater guide for design criteria of these permanent BMPs. Other stormwater quality post-construction BMPs will be considered on a case-by-case basis.~~

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9-09-069-04-07 PROPRIETARY AND OR ALTERNATIVE POST-CONSTRUCTION BMPs

The technology of post-construction BMPs is constantly changing. ~~New innovations are being developed and existing technologies are being refined to be more effective. The acceptable post-construction BMPs included listed in these standards and regulations Section 9-04-0611 are not meant to be comprehensive. -Should the owner or engineer desire to use other post-construction BMPs other than those recommended in these standards and regulations, it will be necessary to provide documentation that adequately demonstrates an alternative post-construction BMP option can effectively control stormwater runoff quality. -Proprietary and-or alternative post-construction BMP options will be reviewed on a case-by-case basis. Demonstration of proprietary and alternative BMPs~~

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, then the Developer needs to request to the adjacent local jurisdiction a written letter stating that the permanent post-construction BMP is accepted by the local jurisdiction as part of their Post-eConstruction 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 DirectorCounty 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, but not limited to, measures to prevent or reduce pollutants being introduced to stormwater,

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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 Director/County 's access to the post-construction BMP
- 5) Documentation and confirmation ~~that~~ 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, ~~then~~ 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

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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

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- 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 ~~reducing~~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 ~~that~~all development and redevelopment 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, ~~but is not limited to:~~

- 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 ~~there is~~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 ~~Director~~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

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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 Director/County upon request.

9-09-079-04-13 OPERATIONS AND MAINTENANCE OF PERMANENT POST-CONSTRUCTION BMPs

An important part of water quality ~~facilities~~-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. For example, Routine maintenance may include, but is not limited to, inspections, lawn mowing and care, debris and litter removal, minor erosion mitigation, structural/mechanical repairs, mosquito control, and sediment removal. Such tasks as these mentioned are necessary to preclude the facility from becoming unhealthy and to retain the effectiveness of the permanent BMP. Non-routine procedures may include, but are not limited to, those associated with removing 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 The property owner within unincorporated Adams County is responsible for the maintenance in perpetuity of all privately owned drainage facilities including, but not limited to, 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 development 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.

9-09-07-019-04-13-01 MAINTENANCE REQUIREMENT

The County requires maintenance of the private storm drainage facilities/ sewer systems, to 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, and 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.

~~This maintenance requirement shall be clearly stated within plat notes or in a separate warranty deed for the property in question. Refer to Appendices D Maintenance Easement for the language that must be included in applicable plats or warranty deeds.~~

9-09-07-029-04-13-02 **MAINTENANCE ACCESS AND DRAINAGE EASEMENT**

Adams County requires ~~that~~ 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. ~~Such repair or maintenance costs shall be assessed to the property owner.~~

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;

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- 4) Description of inspection procedures and frequency for all post-construction BMPs;
- 5) Designation of Maintenance ~~a~~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;
- 4) Other information or provisions as required by the ~~Director~~County.
- 7)

Refer to the Appendices for O&M Plan template.

9-04-14 RIGHT OF ENTRY

Refer to Chapter 1 of ~~these Standards and Regulations~~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.

9-09-089-04-15 POST-CONSTRUCTION VIOLATIONS

~~Adams County complies with Colorado Revised Statute, Title 30 Government – County to enforce the Stormwater Quality Regulations specifically, 30-15-401.11, CRS et. seq. These Regulations allow the County to enforce measures to compel the abatement of any condition that caused or contributes to a violation of the Adams County Stormwater Quality Regulations.~~

The following items are considered, but not limited to, a violation of the Adams County Standards and Regulations; ~~or the Adams County Ordinance No. 11.~~

- 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 ~~Director~~County's written directives.
- 5) An illicit discharge into the County's ~~Municipal Separate Storm Sewer System~~MS4.

If ~~the Director determines that~~ operation standards for post-construction BMPs are not being met; or repairs, maintenance or replacement of the post-construction BMP is required, the ~~Director~~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.

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- ~~1) Failure to maintain Post Construction BMPs to reflect approved site conditions. Maintenance includes:~~
- 10) Lawn mowing and care
 - 11) Debris and/or litter removal
 - 12) Erosion mitigation
 - 13) Structural repairs to drainage facilities
 - 14) Mosquito control
 - 15) Sediment removal

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9-04-16 **PENALTIES**

~~In addition to the penalties listed under Chapter 1 of the Standards and Regulations~~ 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 ~~Director~~ 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: ~~According to As define in Chapter 1 of these standards and regulations. Additionally the NOV shall include re-inspection dates on which the Director/County will be back on returns to the site to ensure completion of such measures were completed. Possible remediation measures may include, but are not limited to, 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, then 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: ~~According to 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.

Stringent Stormwater Inspection Frequency: ~~The Director reserves the right to require a person or landowner or responsible person may be required to conduct~~

inspections on a more stringent frequency; if the person or landowner is a recalcitrant non responsive after two NOV or a systematic/chronic violator.

Mandatory Inspection: Upon written notification by the DirectorCounty, 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 DirectorCounty, have an inspection of the post-construction BMP conducted by a qualified professional; file with the DirectorCounty a copy of the written report of inspection prepared by the professional; and, within the time period specified by the DirectorCounty, complete any repair, maintenance or replacement work recommended in the report to the satisfaction of the DirectorCounty.

Civil/Criminal Action: According toAs define in Chapter 1 of these standards and regulations.

9-10—APPEALS

9-10-01—PURPOSE

~~The purpose of this Section is to detail the steps and requirements for appeals from a Notice of Violation by the Transportation Department to ensure these standards, regulations and Ordinance No. 11 are administered properly and consistently with the policies adopted by the County.~~

9-10-02—APPLICABILITY

~~This appeals process is applicable to County Ordinance No. 11 (hereafter referred to as Ordinance) to include and ensure proper maintenance of post construction BMPs and the Illicit Discharge Detection and Elimination Minimum Control Measure to meet the requirements of the County's CDPS Stormwater MS4 Permit.~~

~~All appeals from a Notice of Violation by Transportation Department must be processed in accordance with this Section. The Board of County Commissioners shall have the authority to hear and decide appeals by any aggrieved person where it is alleged there is an error in the Transportation Department determination.~~

9-10-03—TIME LIMITATIONS

~~The notice of appeal must be received within ten (10) calendar days from the date of the Notice of Violation that was issued or rendered by the Transportation Department. The Director of Transportation may waive or extend this deadline only upon finding the person filing the appeal received insufficient or constructive~~

~~form of notice of the violation being appealed. Failure to file the appeal in a timely manner shall constitute a waiver of any rights to appeal under this Ordinance.~~

~~A public hearing on the appeal before the Board of County Commissioners shall take place within forty five (45) days from the date of receipt of a complete notice of appeal. The decision of the Board of County Commissioners shall be final.~~

9-10-04—APPEAL REVIEW PROCEDURES

~~An appeal is initiated by submitting a completed appeal application form to the Director of the Transportation Department. An appeal shall be processed through a public hearing before the Board of County Commissioners (See Steps 1 through 9 below). The Board of County Commissioners shall grant the appeal, modify the Transportation Department determination, or deny the appeal based on consideration of the staff report, the evidence from the public hearing, and compliance with this Ordinance.~~

9-10-05—APPEAL REVIEW STEPS

~~The processing of an appeal shall be according to, in compliance with, and subject to the provisions contained in Steps No. 1 through 9 (Attachment B-17) of the Notice of Violation review procedures as follows:~~

~~a. Conceptual Review:~~

~~Applicable:~~

~~b. Appeal Application Submittal:~~

~~Applicable. All items or documents required for an appeal including ten (10) copies of the following information shall be submitted to the Director of the Transportation Department at least thirty (30) days prior to the first open Board of County Commissioners public hearing agenda:~~

~~Chapter 10 Review Fee of one hundred dollars (\$100) made payable to Adams County~~

~~Chapter 11 Applicant Information~~

~~• Name~~

~~• Address, City, State and Zip Code~~

~~• Phone Number~~

~~• Second Phone Number (Fax, cell, etc. please specify)~~

~~• E-mail~~

~~—Description of Site~~

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~~A. Address, City, State and Zip Code~~

~~B. Area Disturbed (acres)~~

~~C. Tax Assessor Parcel Number~~

~~D. Existing Zoning~~

~~E. Existing Land Use~~

~~Justification~~

~~2) Written explanation of the appeal and a general overview of the issues. The explanation shall include written statements regarding each of the items appealed.~~

~~Chapter 12 Certification Statement~~

~~1) "I hereby certify that I am making this appeal as the owner of the above described property, or acting under the authority of the owner (attach authorization, if not the owner). I am familiar with all pertinent requirements, procedures, regulations, and fees of the County. I understand that the review fee is non refundable. All statements made in this appeal are true to the best of my knowledge and belief."~~

~~2) Owner Printed Name and Date~~

~~3) Owner Signature~~

~~4) Notarized.~~

~~e. Determination of Violation Severity:~~

~~Applicable. The Director of Transportation Department shall certify in writing to the Board of County Commissioners that a stay poses an imminent peril to life or property or would seriously interfere with the enforcement of this ordinance. The Board of County Commissioners shall review the certification and may override the stay of further proceedings.~~

~~d. Staff Report:~~

~~Applicable. Copies of all written materials required for the appeals process to decide the appeal that are transmitted to, or in the possession of, the Director of the Transportation Department shall be incorporated into the staff report given to the Board of County Commissioners, in which the appeal from the Transportation Department administrative decision shall be judged upon given the documented reasons.~~

~~e. Public Notice:~~

~~Applicable. Public notice of the Public Hearing will be sent to adjacent property owners a minimum of ten (10) days prior to the Public Hearing.~~

~~f. Standards:~~

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~~Applicable.~~

~~g. Conditions of Approval:~~

~~Applicable.~~

~~h. Amendments:~~

~~Applicable.~~

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~~12-02-01—CRITERIA FOR APPROVAL~~

~~The Board of County Commissioners, in granting an appeal or modifying the Director of the Transportation Department's determination, shall have all the powers of the Director of the Transportation Department. In making its decision to grant an appeal or modify a determination, the Board shall find error in the application of this Regulation and/or Ordinance on the part of the Director of the Transportation Department. The decision concerning the appeal shall set forth the basis of the Board of County Commissioners decision.~~

~~12-02-02—ACTION BY THE DIRECTOR OF THE TRANSPORTATION DEPARTMENT AND FOLLOWING THE GRANT OF AN APPEAL~~

~~Upon the granting of an appeal or modification of the Director of the Transportation Department's determination by the Board of County Commissioners, the Director of the Transportation Department shall send a letter of decision to the applicant. The letter of decision shall describe in detail the grant of appeal approved by the Board of County Commissioners.~~

~~12-02-03—EFFECT OF APPROVAL~~

~~The Applicant shall be subject to all permits required by federal, state and local regulations. All orders, decisions, determinations, and interpretations made under those permit procedures shall be consistent with the reversal or modification granted to the appellant.~~

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 the Standards and Regulations 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.

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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) This prohibition expressly includes, without limitation, illicit connections made prior the effective date of this Ordinance Chapter, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

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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;

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- 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 ~~Director~~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 ~~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.

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9-05-01 WATERSOURCE 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

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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.

REFERENCES

~~Colorado Department of Public Health and Environment. CDPS General Permit—Stormwater Discharges Associated with Municipal Separate Storm Sewer Systems, as amended.~~

~~Colorado Department of Public Health and Environment. CDPS General Permit—Stormwater Discharges Associated with Construction Activity, as amended.~~

~~Colorado Department of Public Health and Environment. Colorado's Phase II Municipal Guidance. October 2001.~~

~~Colorado Department of Public Health and Environment. Table 4 Enforcement Response Guide~~

~~Urban Drainage and Flood Control District. Urban Storm Drainage Criteria Manual, Volume 3—Best Management Practices. June 2002 revised, November 2010, as amended.~~

11-02-30 AMUSEMENT CENTER

A commercial establishment with three (3) or more machines of amusement.

11-02-31 AMUSEMENT PARK

An outdoor commercial establishment, which may include structures where there are various devices for entertainment, including rides, booths for the conduct of games or sale of items, and structures for shows and entertainment.

11-02-32 ANIMAL HOSPITAL

An establishment for the care of sick or injured animals. Such facilities may include veterinarian offices, administrative offices, space for examination, surgery, recovery, and may include boarding of animals while under treatment, but does not include animal boarding generally.

11-02-33 ANIMAL SLAUGHTER HOUSE

An establishment or area for the purpose of slaughtering animals for commercial purposes.

11-02-34 ANIMATED SIGN

Any sign or part of a sign which changes physical position by any rotation or which gives the visual impression of such movement or rotation through special effects including, but not limited to, lights.

11-02-35 ANNUAL REPORT, SPECIAL SERVICE DISTRICT

An annual report requiring certain information about a Special District required to be submitted each year at the request of the Adams County Community and Economic Development Department.

11-02-36 APPLICANT

A person submitting an application for permit or approval, and may be referred to as the *Permittee*.

11-02-63 BEACON

Any light with one (1) or more beams directed into the atmosphere or directed at one (1) or more points not on the same lot as the light source; also, any light with one (1) or more beams that rotate, flash or move.

11-02-64 BED AND BREAKFAST ESTABLISHMENTS

This use category includes all residential structures used for commercial lodging purposes occupied by either an owner or resident manager.

11-02-65 BEE COLONY

A community of live bees having a queen, some thousands of workers, and, during part of the year, a number of drones who live together as one (1) family in a hive.

11-02-66 BERM

A mound of soil, either natural or manmade, used to obstruct views or direct the flow of stormwater.

11-02-67 BEST MANAGEMENT PRACTICES (BMP)

Technique, process, activity, schedule of activities, control measures, structures, prohibitions of practices, maintenance procedures, and other management practices utilized during construction or post-construction 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 temporary or permanent. BMPs can also be structural (engineered structures designed to treat runoff) or non-structural (source control practices).

Structural BMPs are designed to manage or treat stormwater runoff before it reaches a waterway, pond or lake. Examples of construction structural BMPs include, but are not limited to: silt fence, inlet protection, sediment basins, extended detention basins, etc.

Non-structural BMPs focus on management of pollutants at their source by minimizing exposure to runoff, rather than treating runoff in constructed facilities. Non-structural BMPs are used as source controls. Examples of construction non-structural BMPs include, but are not limited to:

construction phasing, good housekeeping practices, spill prevention and response, employee education and training, mulch and seeding, soil roughening, vegetation buffers, operation and maintenance procedures to control site runoff, spills, sludge, waste, and drainage from raw material storage, etc.

BMPs must be selected for the specific activity and applicable pollutant source, designed, installed, implemented prior to the start of the activity to control potential pollutants, and maintained in effective operating condition in accordance with good engineering, hydrologic, and pollution control practices.

~~11-02-67~~11-02-68 **BEVERAGE MANUFACTURING**

An establishment or area for the purpose of manufacturing beverages, excluding alcoholic beverages.

~~11-02-68~~11-02-69 **BILLBOARD**

A permanent large sign characterized by a single or double sign face structure to direct attention to a business, commodity, service, activity or product sold, conducted, or offered off the premises where such sign is located. The owner of the sign usually sells use of the sign to an advertiser on a time-contract basis.

~~11-02-69~~11-02-70 **BIOSOLIDS**

The accumulated treated residual product resulting from a domestic wastewater treatment works. Biosolids does not include grit or screenings from a wastewater treatment works, commercial or industrial sludges (regardless of whether the sludges are combined with domestic sewage), sludge generated during treatment of drinking water, or domestic or industrial septage.

*Adopted by the BOCC on December 13, 2010.

~~11-02-70~~11-02-71 **BOARD OF ADJUSTMENT**

The Board of Adjustment of Adams County.

~~11-02-98~~11-02-99 **CIRCUS**

A traveling amusement show typically performed in large tents featuring daring acts, performing animals, and clowns.

~~11-02-99~~11-02-100 **CLINIC, MEDICAL (OR DENTAL)**

An establishment providing health services, medical, or surgical care for patients where overnight stays are on an emergency basis only.

~~11-02-100~~11-02-101 **COLD STORAGE PLANT**

An establishment for the storage of items in an artificially cooled environment.

~~11-02-101~~11-02-102 **COLLECTOR STREET**

A street designed as a main interior street that collects and distributes traffic between local and arterial streets, typically with stop signs on side streets and traffic signals at arterials.

11-02-103 **COLORADO DISCHARGE PERMIT SYSTEM (CDPS)**

The State of Colorado's system of permitting discharges (e.g., stormwater, wastewater) to Waters of the State which corresponds to the federal NPDES permits under the Federal Clean Water Act.

~~11-02-102~~11-02-104 **COMBUSTIBLE**

A material, which will ignite or burn when exposed to fire and is not capable of supporting its design load under the attack of fire for an extended time period without failure.

~~11-02-103~~11-02-105 **COMMERCIAL COMPOSTING OPERATION**

A commercial establishment or area where organic matter is degraded through a controlled process by microorganisms.

~~11-02-109~~11-02-111 **COMMISSIONERS**

The Board of County Commissioners of Adams County.

11-02-112 COMMON PLAN OF DEVELOPMENT OR SALE

A contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules, but remain related. "Contiguous" means construction activities located in close proximity to each other, within ¼ mile.

~~11-02-110~~11-02-113 **COMMUNICATIONS TOWERS, COMMERCIAL**

This use category includes radio or TV broadcasting towers; telecommunications towers; and antenna arrays (satellite dishes).

~~11-02-111~~11-02-114 **COMPARABLE BASIS**

Generally equivalent in terms of costs, timelines, and quality of service.

~~11-02-112~~11-02-115 **COMPATIBLE**

Uses or structures although not identical, are similar, show some resemblance to each other, are related in appearance, are harmonious, and/or are congenial in combination.

~~11-02-113~~11-02-116 **CONCRETE MIXING PLANT**

An industrial establishment or plant where a material made from sand, pebbles, and/or crushed stone is held together by a mass of cement or mortar.

~~11-02-114~~11-02-117 **CONDITIONAL LETTER OF MAP REVISION
(CLOMR)**

FEMA's comment on a proposed project, which does not revise an effective floodplain map, that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodplain.

*Adopted by the BOCC on June 27, 2011.

~~11-02-115~~11-02-118 **CONDITIONAL USE**

A use which may be suitable, as determined by the Board of County Commissioners, in a zone district, but which would impair the integrity and character of the zone district in which it is located, or in an adjoining zone district, unless restrictions on location, size, extent and character of performance are imposed.

~~11-02-116~~11-02-119 **CONSERVATION PLAN**

A written plan submitted to the appropriate soil conservation district, which describes measures designed to prevent, to the extent possible, soil erosion from occurring on the land for which the plan was developed.

~~11-02-117~~11-02-120 **CONSERVATION PLAN PERMIT**

The approved Conservation Plan signed by all parties concerned and recorded with the Office of the Adams County Clerk and Recorder.

11-02-121 CONSTRUCTION ACTIVITIES

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, installing new or improved roads and access roads, haul roads, staging areas, stockpiling of fill materials, and borrow areas. Construction activities also include repaving activities where underlying or surrounding soil is exposed, graded or excavated as part of the repaving operation; and activities to conduct repairs or replacements that are not part of regular and routine maintenance. Construction activities do not include routine maintenance performed to maintain original line grade, hydraulic capacity, or original purpose of the facility.

11-02-122 CONSTRUCTION TRAILER

A temporary structure for the storage of construction materials and a construction office to be used for managing a construction job.

11-02-11811-02-123 CONTINUOUS SOUND

A steady, fluctuating or impulsive noise which exists essentially without interruption for a period of five (5) minutes or more, or for an accumulation of fifteen (15) minutes or more for any one (1) hour period.

11-02-11911-02-124 CONTOUR TILLAGE/CONTOUR FARMING

A conservation tillage and planting system in which farming is conducted on sloping land and the land is prepared, planted, and cultivated on the contour by following established grades of terraces, diversions, or contour strips.

11-02-12011-02-125 CONVALESCENT HOME

See “Nursing Home”.

11-02-12411-02-126 CONVENIENCE RETAIL STORE

A small commercial establishment selling packaged food and other convenience items, which may include gasoline. This use category includes any retail establishment selling consumer products and having a gross floor area of less than two thousand (2,000) square feet.

11-02-127 CORNICE

Any prominent, continuous, horizontally projecting feature crowning a building, or dividing it horizontally for ~~composition~~ architectural design purposes.

11-02-12211-02-128 CREMATORY

An establishment containing a furnace or other means used to reduce human remains to ashes or its equivalent.

*Adopted by the BOCC on December 13, 2010.

~~11-02-135~~11-02-141 **DEMOLITION AND CONSTRUCTION DEBRIS
LANDFILL**

A disposal site for metal, plastic, glass, concrete, asphalt, brick, wood, dirt, and limited amounts of paper products if such paper is an integral part of materials used for construction purposes.

~~11-02-136~~11-02-142 **DENSITY**

The permitted number of dwelling units per gross acre of land to be developed.

11-02-143 DEVELOPMENT

Man-made change to alter or improve real estate including, but not limited to: any land disturbing activity, excavation, grading, fill, alteration, land subdivision, change in land use, or structural development, including but not limited to: construction or installation of a building or structure, creation of impervious surfaces for a site that does not meet the definition of “Redevelopment”, which affects the quantity or quality of the discharge of stormwater runoff. Depending on the scale of the development activity, a Stormwater Quality (SWQ) Permit and/or Post-Construction Stormwater requirements may be required.

~~11-02-137~~11-02-144 **DEVELOPMENT PERMIT**

A preliminary or final approval of an application for rezoning, planned unit development, conditional or special use permit, subdivision, building permit, development or site plan, or similar application for new construction.

~~11-02-138~~11-02-145 **DEVELOPMENTALLY DISABLED**

Persons having cerebral palsy, multiple sclerosis, mental retardation, autism, or epilepsy.

~~11-02-139~~11-02-146 **DIRECTOR OF COMMUNITY AND ECONOMIC
DEVELOPMENT**

The Director of Community and Economic Development is empowered to render interpretations, establish application requirements, provide advice,

review applications, maintain the comprehensive plan, administer standards and regulations, promulgate administrative forms, make administrative decisions, and issue administrative permits.

~~11-02-140~~ ~~DIRECTOR OF LONG RANGE STRATEGIC PLANNING~~

~~The Director of Long Range Strategic Planning is empowered to render interpretations of the comprehensive plan(s). The Director of Long Range Strategic Planning is also empowered to establish application requirements, provide advice, review applications, administer standards and regulations, and promulgate administrative forms to make administrative decisions to maintain and administer the comprehensive plan.~~

~~11-02-144~~~~11-02-147~~ **DIRECTOR OF TRANSPORTATION PUBLIC WORKS**

The Director of Transportation Public Works is empowered to provide advice, review applications, administer agreements, administer and enforce standards and regulations, promulgate administrative forms, make administrative decisions, render interpretations, establish application requirements, and issue administrative permits.

~~11-02-142~~~~11-02-148~~ **DISTRICT REVIEW TEAM (SPECIAL DISTRICT SERVICE PLAN REVIEW)**

Staff representatives from departments within Adams County government who are responsible for the review of Special District service plans and the writing of staff reports to the Planning Commission and the Board of County Commissioners.

11-02-149 DISTURBED AREA

Any construction activity that results in a change of the existing land (both vegetative and non-vegetative). Disturbed area does not include routine maintenance to maintain original line and grade, hydraulic capacity or original purpose of the facility, normal farming, tillage, fanning, or plowing

of land that is zoned agricultural, nor does it include the performance of emergency work necessary to remedy or prevent an immediate threat to life, property or the environment. However, any person performing such emergency work shall immediately notify the Department of the emergency situation and the actions taken in response to such emergency. The Department may require such person to obtain a Stormwater Quality (SWQ) Permit in order to implement such emergency remedial measures.

~~11-02-143~~11-02-150 **DOG TRACK**

An establishment where live dogs are raced or live broadcasts of dog races are televised. Typically, bets are placed and paid out within the establishment.

~~11-02-144~~11-02-151 **DRIVE-IN ESTABLISHMENT**

An establishment which by design, physical facilities, service or by packaging procedures encourages or permits customers to receive services, obtain goods, or be entertained while remaining in their motor vehicle.

~~11-02-145~~11-02-152 **DRIVING RANGE**

A tract of land and the related facilities for practicing golf shots.

~~11-02-146~~11-02-153 **DRUG MANUFACTURING**

An industrial establishment or area used for the purpose of manufacturing pharmaceutical and non-illicit drugs.

~~11-02-147~~11-02-154 **DRY CLEANERS, RETAIL**

A commercial establishment or area where customers drop off, pick up, and pay for garments to be dry-cleaned.

~~11-02-148~~11-02-155 **DRY CLEANING PLANT**

An industrial establishment or area for the purpose of cleaning garments and fabrics with any of a variety of nonaqueous agents.

11-02-16811-02-175 EQUESTRIAN ARENA, PERSONAL

An area where activities including, but not limited to, horseback riding, a rodeo, a charreada, calf roping and/or riding, bulldogging and barrel racing are conducted for practice, competition or entertainment for the private, non-commercial enjoyment of the owner. No more than twenty persons in addition to those residing on the property are permitted at any given time. Activities exceeding twenty persons in addition to those residing on the property are considered commercial equestrian arenas. User fees, dues, admission fees, or other compensation are not permitted.

11-02-176 EROSION

Process by which soil particles are detached and transported by wind, water, and gravity to a down wind, down slope or downstream location.

11-02-177 EROSION CONTROL (EC) PLAN

Civil construction drawing depicting the project site with the locations of all erosion and sediment control BMPs, including the associated BMP details, which will be installed and maintained during construction. It also includes final stabilization practices that will be implemented after construction is completed.

11-02-178 EROSION AND SEDIMENT CONTROL PLAN (ESCP)

Detailed written plan required to obtain a Stormwater Quality Permit. This plan 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. The narrative ESCP also includes the EC Plan. Also referred to as "Stormwater Management Plan" (SWMP) by the State of Colorado, or "Stormwater Pollution Prevention Plan" (SWPPP) for construction activities by EPA.

11-02-16911-02-179 ESSENTIAL FACILITIES

Water dependent uses shall be located in or adjacent to waterbodies and/or in floodplains and/or in wetland areas.

~~11-02-189~~11-02-199 **FENCE**

An artificially constructed barrier of wood, masonry, stone, wire, metal or any other manufactured material or combination of materials.

~~11-02-190~~11-02-200 **FINAL PLAT**

The final map of all or a portion of a subdivision, which is presented for final approval.

11-02-201 FINAL STABILIZATION

Condition reached when all ground surface disturbing activities at the site have been completed, and uniform vegetative cover has been established with an individual plant density of at least seventy percent (70%) of pre-disturbance levels, or equivalent permanent, physical erosion reduction methods have been employed.

~~11-02-191~~11-02-202 **FINANCIAL INSTITUTION**

A business engaged in monetary transactions including banks, savings and loans, thrifts, and lending institutions.

~~11-02-192~~11-02-203 **FIRE CHIEF**

The chief of staff or top employee of a fire protection district.

~~11-02-193~~11-02-204 **FIRE DISTRICT**

A special district created according to state statutes to provide fire protection and prevention services to property within Adams County.

~~11-02-194~~11-02-205 **FIRE STATION**

An establishment used for the storage of fire trucks and emergency medical vehicles, which also contains office space and living quarters for firefighting personnel.

11-02-25711-02-268 HORSE TRAILER SALES AND RENTAL

A commercial establishment or area for the purpose of horse trailer sales and rental.

11-02-25811-02-269 HOSPITAL

An establishment that provides medical or surgical care and treatment for the sick and the injured, where overnight stays are routine, and may include necessary accessory facilities such as laboratories, outpatient, or training facilities.

11-02-25911-02-270 HOTEL OR MOTEL

A commercial establishment, which offers transient lodging accommodations to the general public and provides additional services such as restaurants, meeting rooms, and recreation facilities. A hotel or motel shall provide a minimum of six (6) guestrooms.

11-02-26011-02-271 HOUSEHOLD PETS

Domesticated dogs and cats, small animals (rabbits, guinea pigs, hamsters, chinchillas, mice, and fish), reptiles (non-venomous only), and birds (parakeets, canaries, cockatiels, parrots) kept in cages, which are customarily kept in the home.

11-02-272 ILLICIT / ILLEGAL DISCHARGE

Any direct or indirect discharge to the storm drainage system that is not composed entirely of stormwater as defined in Adams County Ordinance No.11, as amended.

11-02-26411-02-273 IMPACT FEE ADMINISTRATION

The person or persons designated by the County Administrator to administer the Regional Traffic Impact Fee Regulations.

11-02-274 IMPERVIOUS AREA

Developed area with covering or pavement that prevents the land's natural ability to absorb and infiltrate typical precipitation and irrigation events.

Impervious areas include, but are not limited to: roof tops, walkways, patios, driveways, parking lots, storage areas, impervious concrete and asphalt, and any other continuous non-pervious pavement or covering.

~~44-02-262~~11-02-275 **IMPROVEMENT**

Any man-made, immovable item that becomes part of, is placed upon, or is affixed to a structure or lot.

~~44-02-263~~11-02-276 **INCIDENTAL SIGN**

A sign without a commercial message, usually informational, that has a purpose secondary to the use of the lot on which it is located, such as "no parking," "entrance," "loading only," telephone," and other similar directives.

~~44-02-264~~11-02-277 **INCINERATOR**

An engineered apparatus used to burn waste substances and in which all the combustion factors, temperature, retention time, turbulence and combustion air, can be controlled.

~~44-02-265~~11-02-278 **INCLUSION**

The process by which a Special District's boundaries are altered through the addition of real property.

~~44-02-266~~11-02-279 **INCREASING THE EXISTING DESIGN CAPACITY**

The addition of any buildings, structures, or other property which creates an increase in the capacity of the facility, beyond which was approved in the original application, but shall not apply to technological modifications or minor apparatus which increase capacity without an increase in resource consumption, pollutant discharge, or noise levels.

~~44-02-282~~11-02-295 **LANDSCAPED AREA**

Land set aside for the purpose of planting and maintaining trees, shrubs, ground cover or grasses, as well as associated ornamental nonliving materials.

~~44-02-283~~11-02-296 **LANDSCAPING**

Landscaping shall mean those plants and associated nonliving ornamental materials, which are permitted in Section 4-15.

11-02-297 LARGER COMMON PLAN OF DEVELOPMENT OR SALE

Contiguous area where multiple, separate and distinct construction activities may be taking place at different times on different schedules but remain related. Contiguous means construction activities located in close proximity to each other, within ¼ mile. This includes phased projects, projects with multiple filings or lots, and projects in a contiguous area that may be unrelated but still under the same contract or same plan. If a construction project disturbs less than one acre, but is part of a common plan of development or sale, the disturbed area of the entire plan within the MS4 Permitted Area must be considered in determining SWQ Permit and/or Post-Construction Stormwater requirements, and all portions of the project must be covered.

~~44-02-284~~11-02-298 **LEVEL OF SERVICE**

A qualitative measure describing operational conditions, from “A” (best) to “F” (worst), within a traffic stream or at intersections, which is quantified for road segments by determination of a volume to capacity ratio (V/C), which is a measurement of the amount of capacity of a road which is being utilized by traffic.

~~44-02-285~~11-02-299 **LETTER OF MAP REVISION (LOMR)**

A Letter of Map Revision is an official revision to the currently effective FEMA map. It is issued by FEMA and changes flood zones, delineations, and elevations.

~~41-02-339~~11-02-353 **MOSQUE**

See “Place of Worship”.

~~41-02-340~~11-02-354 **MOVER**

The drilling contractor or trucking contractor actually transporting the drilling rig for the operator.

~~41-02-344~~11-02-355 **MOVING AND TRANSFER COMPANY**

A commercial establishment, which moves and transfers items.

11-02-356 MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)

Any public owned conveyance or system of conveyances of stormwater that discharge to State Waters and is designed for 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, man-made channels, ditches, 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. This term may also be referred to as “storm drainage system”.

11-02-357 MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT

State or federal stormwater discharge permit that regulates discharges from Municipal Separate Storm Sewer Systems (MS4) for compliance with Clean Water Act regulations.

11-02-358 MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMITTED AREA, ADAMS COUNTY

Area within unincorporated Adams County’s Urbanized Area, including projected Adams County’s Growth Area (if applicable), designated based

on census information, which is revised and adopted as part of the Adams County's MS4 Permit application and renewal permit process.

11-02-34211-02-359 NATIONAL FLOOD INSURANCE PROGRAM (NFIP)

FEMA's program of flood insurance coverage Program (NFIP) and floodplain management administered in conjunction with the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The NFIP has applicable Federal regulations promulgated in Title 44 of the Code of Federal Regulations. The U.S. Congress established the NFIP in 1968 with the passage of the National Flood Insurance Act of 1968.

11-02-360 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

The national program under Section 402 of the Clean Water Act that regulates of discharges of pollutants from point sources to waters of the U.S.

11-02-34311-02-361 NATURAL HAZARD

A geologic, wildlife, or flood condition which is adverse to past, current, or foreseeable construction or land use and constitutes a significant hazard to public health and safety or to property.

11-02-34411-02-362 NEIGHBORHOOD INDOOR USES

This use category includes: neighborhood community or recreational centers; day care centers (day or nursery schools); gymnasiums; branch libraries; indoor recreational centers; public or private primary and secondary schools (excluding trade schools); indoor skating rinks (ice or roller); indoor swimming pools; tennis; racquetball; handball; handball courts; and all other indoor institutional uses.

11-02-34511-02-363 NO TILL OR SLOT PLANTING

A conservation tillage system in which the soil is left undisturbed prior to planting. Planting is completed in a narrow seedbed approximately one (1)

~~41-02-368~~11-02-386 **OIL AND GAS WELL DRILLING AND PRODUCTION**

The drilling for and production of gas and oil, along with the installation of pumps, tanks, pits, treaters, and separators and other equipment.

~~41-02-369~~11-02-387 **OPEN AREA**

Any real property in single or joint ownership with no structures.

~~41-02-370~~11-02-388 **OPEN SPACE**

Any parcel or area of land or water essentially unimproved and set aside, dedicated, designated or reserved for public or private use or enjoyment, or for the use and enjoyment of owners and occupants of land adjoining or neighboring such lands.

11-02-389 OPEN SPACE, ACTIVE

Open space that may be improved and set aside, dedicated, designated, or reserved for recreational facilities such as swimming pools, play equipment for children, ball fields, court games, picnic tables, etc.

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~~41-02-374~~11-02-390 **OPERATOR**

The mineral estate owner, the mineral estate lessee, drilling contractor, production company, or any party or parties acting on behalf of any of the above.

~~41-02-372~~11-02-391 **OUTDOOR ADVERTISING SIGN**

See "Billboard".

~~41-02-373~~11-02-392 **OUTDOOR COMMERCIAL RECREATION**

This use category includes: outdoor commercial amusement facilities; music arenas; theme parks; amusement parks; go-cart establishments; miniature golf establishments; ice and roller skating rinks; water slides;

41-02-39011-02-409 PERMANENT STRUCTURES

Existing structures constructed after issuance of a valid building permit(s) by Adams County and occupied after the issuance of a valid Certificate(s) of Occupancy by Adams County.

41-02-39411-02-410 PERMIT

An express written and formal approval, including any conditions of approval, to conduct a use allowed by a Certificate of Designation, Conditional Use, Special Use Temporary Use, Domestic Sewage Sludge Application Permit, or other written and formal approvals adopted as a part of these standards and regulations.

41-02-39211-02-411 PERMIT ISSUING AUTHORITY

The entity authorized by these standards and regulations to issue a permit for a particular type of land use (the Director of Community and Economic Development for zoning review approval and temporary uses, Board of Adjustment for special uses, or Board of County Commissioners for conditional uses).

41-02-39311-02-412 PERMITTED USE

A use permitted by right in a zone district. The use must comply with all applicable performance standards for the use or uses and all County and State regulations to be permitted.

41-02-39411-02-413 PERSON

An individual, corporation, ~~or other entity as the context suggests.~~ partnership, association, firm, other legal entity, state or political subdivision thereof, federal agency, state agency, municipality, commission, interstate body or other organization recognized by law and acting as either the owner or as the owner's agent.

41-02-39511-02-414 PLACE OF WORSHIP

A structure, or group of structures, which is intended for the conducting of organized religious services and associated activities such as religious classes, child care during services, and committee and office work. For

instrument whereby the location and boundaries of separate parcels of land within a subdivision are identified.

~~11-02-400~~11-02-419 **PLUGGING**

As defined by the State of Colorado Oil and Gas Conservation Commission Rules and Regulations.

~~11-02-401~~11-02-420 **POLICE STATION**

An establishment used for administration of police operations, the dispatch of police personnel and vehicles, and the incarceration of criminals.

11-02-421 **POLLUTANT**

Pollutants may include, but are not limited to, any dredged spoil, dirt, slurry, solid waste, incinerator residue, sewage, sewage sludge, sediment, garbage, 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, or other type of landscaping material.

11-02-422 **POLLUTION**

Man-made, man-induced, or natural alteration of the physical, chemical, biological, and/or radiological integrity of water. Pollution includes the presence of any foreign substance (organic, inorganic) in water or wastewater which 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 which may not create an actual hazard to the public health but which does adversely and unreasonably affect such waters for their designated use.

11-02-42711-02-448 **RECREATIONAL VEHICLE**

A vehicle which is (1) built on a single chassis; (2) four hundred (400) square feet or less when measured at the largest horizontal projections; (3) designed to be self-propelled or permanently towable by a light duty truck; and (4) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

11-02-42811-02-449 **RECYCLABLE MATERIALS**

A type of material subject to reuse or recycling. Recyclable materials include metal, glass, cloth, paper, plastic, or any other material which presently has a commercial use or value as a commodity, raw material, or feedstock and is intentionally separated from a waste stream for reprocessing or remanufacture. Recyclable materials do not include any material meeting the definition of a hazardous waste under Section 25-15-101(6), CRS, any material meeting the definition of an infectious waste under Section 25-15-402(1), CRS, any material meeting the definition of a putrescible waste, or any other materials likely to contaminate ground water, create off-site odors, or otherwise pose a threat to human health or the environment as a result of processing, reclaiming, recycling, storage prior to recycling, or use of the material.

11-02-42911-02-450 **RECYCLING FACILITY**

Operators and owners claiming exclusion from Certificate of Designation Regulations by operating facilities, or sites receiving solid waste materials, for the purpose of processing, reclaiming, or recycling solid waste materials. The exclusion requires submittal of a design and operations plan to the Community and Economic Development Department, which will be reviewed in accordance with the recyclable materials criteria.

11-02-451 REDEVELOPMENT

Improvements to a site that is already substantially developed with 35% or more of existing impervious area. Improvements include the creation or addition of impervious area (including removal and/or replacement), to include the expansion of a building footprint or addition or replacement of a structure; structural development including construction, replacement of impervious area that is not part of a routine maintenance activity; and land disturbing activities. Depending on the scale of the redevelopment activity, a Stormwater Quality (SWQ) Permit and/or post-construction stormwater requirements may be required.

11-02-44111-02-463 **ROADSIDE STAND**

A temporary structure used primarily to sell products produced on the property.

11-02-44211-02-464 **RODEO**

See Equestrian Arena, Commercial and Equestrian Arena, Personal.

11-02-44311-02-465 **ROOF SIGN**

Any sign painted, erected, or constructed wholly on and over the roof of a structure, supported by the roof structure, or extending vertically above the highest portion of the roof.

11-02-44411-02-466 **RURAL STREET**

Section line roads function in similar capacity to arterials, although may not have the levels of traffic. Paved and gravel rural roads can function in a similar manner as collector or local streets in rural areas.

11-02-467 **SALES AND OFFICE TRAILER**

[A temporary residential sales office used in conjunction with a residential development or subdivision.](#)

11-02-44511-02-468 **SANATORIUM**

A hospital used for treating chronic and long-term illness and various nervous and mental disorders.

11-02-44611-02-469 **SANITARY LANDFILL/SOLID WASTE DISPOSAL**

A site for the disposal of refuse on land without creating a nuisance or hazard to public health and safety by utilizing the principles of engineering to confine the refuse to the smallest practical area, reduce it to the smallest practical volume, and regularly cover it with a layer of earth on a daily or more frequent basis.

~~11-02-466~~11-02-489 **SIDEWALK**

A paved path provided for pedestrian use and usually located at the side of a road within the right-of-way, which meets specifications set forth in these standards and regulations.

~~11-02-467~~11-02-490 **SIGN**

Any device, fixture, placard, or structure that uses any color, form, graphic, illumination, symbol, or writing to advertise, announce the purpose of, or identify the purpose of a person, or entity, institution, organization, business, product, event, or location, to communicate information to the public.

~~11-02-468~~11-02-491 **SIGNIFICANT CHANGE**

A change consisting of or relating to the essential nature, fundamental or characteristic part or quality of the approved Certificate of Designation.

~~_____~~ **SILL**

~~A sill in construction and architecture is the bottom horizontal member of a wall or building to which vertical members are attached. A horizontal piece (such as a timber) that forms the lowest member or one of the lowest members of a framework or supporting structure.~~

~~11-02-469~~11-02-492 **SITE PLAN**

An accurately scaled development plan that illustrates the existing conditions on a land parcel as well as depicting details of a proposed development.

~~11-02-470~~11-02-493 **SITE RELATED IMPROVEMENTS**

Road capital improvements and right-of-way dedications, which provide direct access to the development. Direct access improvements include, but are not limited to the following: (a) driveways and streets leading to and from the development; (b) right and left lanes leading to those driveways and roads; (c) one through lane; (d) curb, gutter and sidewalks where applicable, (e) acceleration and/or deceleration lanes (f) traffic control

~~11-02-491~~11-02-514 **STORAGE CAPACITY OF A FLOODPLAIN**

The volume of space above an area of floodplain land that can be occupied by floodwater of a given stage at a given time, regardless of whether the water is moving. Storage capacity tends to reduce downstream flood peaks.

~~11-02-492~~11-02-515 **STORAGE STRUCTURE**

An enclosed structure used for the keeping of possessions, belongings, goods, materials or other items.

1. Private: A structure is used for storing items by the owner on the owner's property.
2. Commercial: A fee is charged for the use of the structure for storing items for others.

~~11-02-493~~11-02-516 **STORAGE YARD**

An outdoor area used for the keeping of possessions, belongings, goods, materials or other items in which the items are screened from view in accordance with these standards and regulations.

11-02-517 STORMWATER

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

11-02-518 STORMWATER QUALITY (SWQ) PERMIT

Permit issued by Adams County for the unincorporated portions of the County located within the County's MS4 Permitted Area. The SWQ Permit, when required by County Regulations, is in addition to, and does not replace the State CDPS Stormwater Discharge Permit for Construction Activities.

11-02-545 TOTAL MAXIMUM DAILY LOAD (TMDL)

Calculation of the maximum amount of a pollutant that a waterbody 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), Margin of Safety (MOS), and accounts for seasonal variations. (Refer to Section 303(d) of the Clean Water Act and 40 C.F.R. 130.2 and 130.7).

11-02-52011-02-546 TRADITIONAL FARMING

See "Tillage"

11-02-52111-02-547 TRAFFIC-GENERATING DEVELOPMENT

Land development designed or intended to permit a use of the land containing more dwelling units or floor space than the most intensive use of the land within the twelve (12) months prior to the Commencement of Traffic-Generating Development in a manner, which increases the generation of vehicular traffic. The land development will be in accordance with the application and permitting procedures outlined in these regulations. Commencement of a traffic generating development occurs upon the issuance of a building permit following approval of a development permit as defined by these regulations.

11-02-52211-02-548 TRAILER, TRUCK SALES AND SERVICE

An establishment or area for the purpose of trailer and truck sales, service, and repair.

11-02-52311-02-549 TRANSFER STATION

A facility at which waste material is stored on an interim basis (less than ninety (90) days) while awaiting transportation to a final disposal or treatment site. The waste is generally brought in on one type of collection vehicle and transferred to a larger vehicle at such a site.

~~41-02-537~~11-02-563 **VACATION OF A PLAT, RIGHT-OF-WAY, OR PUBLIC EASEMENT**

Recorded plats, rights-of-way, or public easements made null and void by action of the Board of County Commissioners pursuant to these standards and regulations.

~~41-02-538~~11-02-564 **VARIANCE**

An exception in the application of the specific physical requirements, not use, of these standards and regulations to a specific piece of property which, because of special circumstances applicable to it, is deprived of privileges commonly enjoyed by other properties in the same vicinity and district, and which adjustment remedies disparity in privileges.

11-02-565 **VEHICLE**

~~A vehicle is a device that is capable of moving itself, or of being moved, from place-to-place upon wheels or tracks.~~

~~41-02-539~~11-02-566 **VEHICLE-MILES OF TRAVEL**

The combination of the numbers of vehicles traveling during a given time period and the distance (in miles) traveled.

~~41-02-540~~11-02-567 **VENDING / PRODUCE STAND**

A concession stand, vending stand, cart service, or other facility at which food, drinks, or other products or related items are sold. Farmer's market also falls under the same category.

*Adopted by the BOCC on December 13, 2010.

~~41-02-544~~11-02-568 **WALL SIGN**

Any sign attached parallel to, but within eighteen (18) inches of a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any structure, which is supported by such wall or structure, and which displays only one (1) sign surface.

~~44-02-542~~11-02-569 **WAREHOUSING**

Terminal facilities for handling freight with or without maintenance facilities.

~~44-02-543~~11-02-570 **WASTE DISPOSAL SITE**

See “Waste Impoundment”.

~~44-02-544~~11-02-571 **WASTE IMPOUNDMENT**

Any pit, pond, lagoon, trench, or basin used for the storage, treatment, or disposal of solid waste.

~~44-02-545~~11-02-572 **WASTE PROCESSING FACILITY**

A site or structure in which waste materials are collected, stored on a temporary basis, separated by material, compacted and/or treated in preparation for some use or for shipment to a final disposal or additional treatment site. Such facilities may include, but are not limited to, transfer stations; operations where sorting, crushing, grinding, chipping, and baling occur; and sterilizers, incinerators, and composting operations. Disposal, intentional or not, is not permitted at such a facility unless the disposal activity is separately addressed in a permit. In addition, all of the definitions listed in C. R. S. 30-20-101 and the regulations promulgated pursuant to the Solid Waste Disposal Sites and Facilities Act, and C. R. S. 25-15-101, and the Colorado Hazardous Waste Regulations as promulgated by the Colorado Department of Public Health and Environment are hereby incorporated in these standards and regulations.

~~44-02-546~~11-02-573 **WATER AND SEWER TREATMENT PLANT**

A facility for the treatment of water to insure health standards are met prior to its distribution for human use which complies with state and federal standards.

11-02-574 **WATER QUALITY CONTROL VOLUME (WQCV)**

The volume equivalent to the runoff from an 80th percentile storm; meaning that 80% of the most frequently occurring storms are fully captured and treated while larger events are partially treated.

41-02-54711-02-575 WATER STORAGE

A closed facility for the storage of water.

41-02-54811-02-576 WATER SURFACE ELEVATION

The height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the flood plains of coastal or riverine areas.

41-02-54911-02-577 WATER SURFACE PROFILE

A water surface profile is a graph that shows the relationship between the vertical elevation of the top of the floodwater and of the streambed with the horizontal distance along the stream channel or other watercourse.

41-02-55011-02-578 WATERCOURSE

A channel, natural depression, slough, artificial channel, gulch, arroyo, stream, creek, pond, reservoir, or lake in which storm runoff and flood water flows either regularly or infrequently. This includes major drainageways for carrying urban storm runoff.

11-02-579 WATERS OF THE STATE OF COLORADO

Any and all surface waters which 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, watercourses 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. This definition includes water courses that are usually dry.

**Exhibit 3.1 Referral
Comments**

From: [Julio Iturreria](#)
To: [Libbie Adams](#)
Subject: Regulations Amendments (Case #PLN2017-00022)
Date: Tuesday, June 13, 2017 1:46:31 PM

Libbie,
Thanks for the referral on you regulation amendments, Arapahoe County Planning has "no comment" on the amendments as presented.
Best,
Julio

Julio G Iturreria
Long Range Planning Manager
Arapahoe County
720-874-6657 (direct)

**Exhibit 3.2 Referral
Comments**

From: [Even, Whitney](#)
To: [Libbie Adams](#)
Subject: RE: Request for Comments: Regulations Amendments (Case #PLN2017-00022)
Date: Friday, June 23, 2017 12:57:55 PM

Good afternoon Libbie,

We have no comments on this case. Thank you!

Please be aware that my email address has changed to weven@brightonfire.org and my old email address (wmeans@brightonfire.org) will no longer be in use.

Whitney Even

Deputy Fire Marshal
Brighton Fire Rescue District
500 S. 4th Ave. 3rd Floor
Brighton, CO 80601
303-654-8040
www.brightonfire.org

From: Libbie Adams [mailto:LAdams@adcogov.org]
Sent: Friday, June 2, 2017 4:28 PM
To: Libbie Adams <LAdams@adcogov.org>
Subject: Request for Comments: Regulations Amendments (Case #PLN2017-00022)

Good afternoon,

Attached is the request for comments for Adams County's regulation amendments (Case #PLN2017-00022). Comments on this case are due to me by Friday, June 23. This referral is also being send in the mail. The referral includes a summary of the proposed amendments. Redlines of the amendments can be found on the County's website.

Please let me know if you have any questions regarding this case or the regulations amendments. Thanks in advance for your review of this case.

Libbie Adams

Libbie Adams, AICP

Planner I, *Community and Economic Development*
ADAMS COUNTY, COLORADO
4430 South Adams County Pkwy, Suite W2000A
Brighton, CO 80601
o: 720.523.6855 | ladams@adcogov.org

**Exhibit 3.3 Referral
Comments**

From: [Chris LaRue](#)
To: [Libbie Adams](#)
Subject: FW: PLN2017-00022
Date: Monday, June 19, 2017 8:43:27 AM

FYI – No comment on the regulation amendments from CDPHE.

Christopher C. LaRue

Senior Planner, *Community & Economic Development Department*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, W2000A

Brighton, CO 80601

o: 720.523.6858 | clarue@adcogov.org

www.adcogov.org

From: Kuster - CDPHE, Kent [mailto:kent.kuster@state.co.us]
Sent: Friday, June 16, 2017 7:33 AM
To: Chris LaRue
Subject: PLN2017-00022

June 16, 2017

Christopher C. LaRue, Senior Planner
Community and Economic Development Department
4430 South Adams County Parkway, Suite W2000
Brighton, CO 80601-8204

Re: Case No. PLN2017-00022

Dear Mr. LaRue,
The Colorado Department of Public Health and Environment has no comment on Case No. PLN2017-00022 the County wide development code text amendment. Please contact Kent Kuster at [303-692-3662](tel:303-692-3662) with any questions.

Sincerely,
Kent Kuster
Environmental Specialist
Colorado Department of Public Health and Environment

--

Kent Kuster

Environmental Protection Specialist

Colorado Department of Public Health and Environment

**Exhibit 3.4 Referral
Comments**

From: [Mitch Terry](#)
To: [Chris LaRue](#); [Libbie Adams](#)
Subject: Request for Comments PLN 2017-00022
Date: Monday, June 05, 2017 12:35:16 PM

Good afternoon Chris and Libbie,

I received the above mentioned Request for Comments in the mail today. The envelope was addressed to Richard Kenney. Richard Kennedy is a former Crestview Water director. Adams County has been sending the requests for comments to either Patrick Stock or me for the past few years. Do you have a way to check who all is on the contact list for Crestview Water so that Adams County is assured that the correct contact at Crestview is supplied any future correspondences?

With all that said, I have read through the request for comments and have no comments at this time.

Thanks for looking into the contact list for Crestview.

Mitch

Mitchell T. Terry
District Manager
Crestview Water & Sanitation District
7145 Mariposa Street
Denver, CO 80221
Office 303-429-1881
Cell 303-434-2982

**Exhibit 3.5 Referral
Comments**

From: [Kaufman Brooks](#)
To: [Libbie Adams](#)
Subject: RE: Request for Comments: Regulations Amendments (Case #PLN2017-00022)
Date: Tuesday, June 06, 2017 7:23:53 AM
Attachments: [image001.png](#)
[image003.png](#)

The Association has reviewed the contents in the above-referenced referral response packet. We reviewed the project for maintaining our existing facilities, utility easements, electric loading, service requirements and environmental impact.

The Association has no comments at this time.

Brooks Kaufman
Lands and Rights-of-Way Director
Intermountain Rural Electric Association
5496 N U.S. Hwy 85
P.O. DRAWER A
Sedalia, CO 80135
Office (303) 688-3100 ext 5493
Direct (720) 733-5493
Fax (720) 733-5868
Cell (303) 912-0765
bkaufman@irea.coop
P please consider the environment before printing



From: Libbie Adams [mailto:LAdams@adcogov.org]
Sent: Friday, June 02, 2017 4:28 PM
To: Libbie Adams
Subject: Request for Comments: Regulations Amendments (Case #PLN2017-00022)

CAUTION:

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Attached is the request for comments for Adams County's regulation amendments (Case #PLN2017-00022). Comments on this case are due to me by Friday, June 23. This referral is also being send in

**Exhibit 3.6 Referral
Comments**

From: [Washee-Freeland, Carolyn](#)
To: [Chris LaRue](#); [Libbie Adams](#)
Subject: Request for Comments for Regulation Amendments, Project No. PLN2017-00022
Date: Wednesday, June 28, 2017 10:43:02 AM
Attachments: [image001.png](#)

To whom it may concern:

Thank you for the opportunity to review this Request for Comments for Regulation Amendments, Project No. PLN2017-00022. At this time, the Town of Parker has no comments.

Sincerely,

Carolyn Washee-Freeland, AICP

Associate Planner

20120 E. Mainstreet

Parker, CO 80138-7335

303.805.3336

www.parkeronline.org



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June 22, 2017

Chris LaRue
Adams County
Community and Economic Development Department
4430 S Adams County Parkway
Brighton, CO 80601

RE: Text Amendments to the County Development Standards and Regulations
TCHD Case No. 4435

Dear Mr. LaRue:

Thank you for the opportunity to review and comment on the proposed Text Amendments to the Adams County Development Standards and Regulations. Tri-County Health Department (TCHD) staff reviewed the application for compliance with applicable environmental and public health regulations and has the following comments.

Chapter 1 – Administration
1-07-04 NOTICE

There seems to be a word missing in the following sentence.

The applicant or property owner shall provide a copy of the newspaper publication to the Department of Community and Economic Development no later than one week after the publication.

Chapter 9—Storm Drainage Design and Stormwater Quality Regulations
9-01-06-01 LOCATION OF STORM DRAINAGE SYSTEM RELATED TO OTHER POLLUTION SOURCES

The minimum distances described in Section 9-01-06-01 are consistent and in most cases exceed the requirements described in the Tri-County Health Department Regulation Number O-14, On-Site Wastewater Treatment System Regulations. I have attached a page from the O-14 regulations for your reference. We appreciate the reference to the O-14 Regulation and the note that the O-14 could supersede the requirements stated in Section 9-01-06-01.

Please feel free to contact me at (720) 200-1571 or slynch@tchd.org if you have any questions regarding TCHD's comments.

Sincerely,

A handwritten signature in black ink that reads "Sheila Lynch". The signature is written in a cursive, flowing style.

Sheila Lynch
Land Use, Built Environment, and Health Program Manager

CC: Monte Deatrich, TCHD



Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

June 22, 2017

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Libbie Adams

Re: Regulation Amendments, Case # PLN2017-00022

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the **Regulation Amendments** documentation and has **no apparent conflict**.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Request for Comments

Case Name: Regulation Amendments

Project Number: PLN2017-00022

June 2, 2017

Adams County Community and Economic Development Department is requesting comments on the following request:

Text amendments to certain sections of the County’s Development Standards and regulations, including correcting errors, updating certain requirements to be consistent with other local, stated, and federal regulaltions.

For detailed redline mark-ups of the Development Standards and Regulatiouns, please visit the County’s webiste at <http://www.adcogov.org/planning/currentcases>

This request is located at: **County wide development code text amendment**

Applciant Information: **Adams County
Community & Economic Development Department
4430 S Adams County Pkwy
1st Floor Suite W2000A
Brighton, CO 80601**

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or by phone at 720.523.6855 by **Friday, June 23, 2017** so that your comments can be considered in the review of this case. If you would like your comments included verbatim, please send your response by way of email to CLaRue@adcogov.org or LAdams@adcogov.org This referral can also be found online at <https://www.adcogov.org/planning/currentcases>.

The Community and Economic Development Department will also be hosting an information session regarding this Development Regulation text amendment on June 16, 2017 from 10:00 am to 1:00 pm. This information session meeting will be held in the County’ Government Center Building’s Conference Center’s Brantner Gulch A conference room. Please feel free to stop by during this time to ask questions regarding the text amendments.

Thank you for your review of this case.

Chris LaRue and Libbie Adams

Case Managers

PUBLICATION REQUEST

Regulation Amendments

Case Number: PLN2017-00022
Planning Commission Hearing Date: 07/13/2017 at 6:00 p.m.
Board of County Commissioners Hearing Date: 08/15/2017 at 9:30 a.m.

Request: County Wide Regulation Amendments

Location: 4430 S. Adams County Pkwy

Parcel Number(s): 0156931101001

Case Manager: Libbie Adams

Case Technician: Shayla Christenson

Applicant: Adams County
4430 S ADAMS COUNTY PKWY
BRIGHTON, CO 80601

Owner: ADAMS COUNTY
4430 SOUTH ADAMS COUNTY PKWY
5TH FLOOR SUITE C5000A
BRIGHTON, CO 806018204

Exhibit 5.3 Referral List

Type	Business Name	First Name	Last Name	Address	City	ST
Citizen Group	Eastridge	Ms. Ronna	Finley			
Citizen Group	CAVANAUGH HILLS / CAVANAUGH HEIGHTS	DARRELL	BROWN	37909 E. 149t	Keenesburg	CO
Citizen Group	THE ESTATES AT BROMLEY LN	MICHAEL	NUANES	15920 NASH	HUDSON	CO
Citizen Group	WADLEY FARMS HOA	Bob	Olivier	PO BOX 1208	EASTLAKE	CO
Citizen Group	ALOHA BEACH	PERDITTA	GILLAN	3124 W 62ND	DENVER	CO
Citizen Group	Adams East Development Co., LLC	Ms. Ronna	Finley	P.O. Box 551	East Lake	CO
Citizen Group	WELBY HERITAGE FOUNDATION	ROBIN	O'DORISIO	7403 RACE S	DENVER	CO
Citizen Group	NORTHRIDGE ESTATES AT GOLD RUN HOA	SHANE	LUSSIER	14901 E Hamj	AURORA	CO
Citizen Group	COMMANCHE CROSSING METRO DISTRICT	HULSE	DON	P.O. BOX 467	STRASBURG	CO
Citizen Group	SILVER SPRINGS / C/O MANAGEMENT SPECIALTIES	KEVIN	HOLDREN	390 INTERLC	BROOMFIEL	CO
Citizen Group	TODD CREEK VILLAGE MASTER ASSOCIATION	KAREN	BLACKWOOD	PO BOX 1324	EASTLAKE	CO
Citizen Group	Guardian Angel Neighborhood	Greg	Alcaro	5353 Columbi	Denver	CO
Citizen Group	Scenic Colorado	Larry	Barrett			
Citizen Group	Hawk Ridge Subdivision (Northside Mgmt%	Blackwood	Steve	P.O. Box 1324	Eastlake	CO
Citizen Group	BASELINE LAKES	JERRY	ROHLFS	12484 CHERI	THRONTON	CO
Citizen Group	WELCH'S HILLTOP ACRES ARCH. CONTROL	FRED	KEIL	15373 KIMB/	BRIGHTON	CO
Citizen Group	HIGH FIVE PLAINS FOUNDATION	FRANK	DOYLE - PR	155 NCR 157	STRASBURG	CO
Citizen Group	BERKELEY NEIGHBORHOOD ASSOC.	GLORIA	RUDDEN	4420 W 52ND	DENVER	CO
Citizen Group	WELCH'S HILLTOP ACRES ARCH. CONTROL	.	.	15271 PARK	BRIGHTON	CO
Citizen Group	PERL MACK NEIGHBORHOOD GROUP	DAN	MICEK - PR	7294 NAVAJ	DENVER	CO
Citizen Group	ARC LLC, MOBILE GARDENS	.	.	4643 S ULSTI	DENVER	CO
Citizen Group	GOAT HILL	SHARON	WHITEHAIR	2901 W 63RD	DENVER	CO
Citizen Group	WADLEY FARMS 3RD FILING	BEVERLY	MONROE	HOMESTEAI	WESTMINS	CO
Citizen Group	PVPOA / PRAIRIE VIEW HOMEOWNERS ASSOC.	DIANA	HUTCHERS	(P.O. BOX 96	WATKINS	CO
Citizen Group	RIVERDALE FARMS	JACK	ROGERS	3250 E. 85TH	THORNTON	CO
Citizen Group	SOUTH BRIGHTON CITIZEN GROUP	.	.	14110 BRIGH	BRIGHTON	CO
Citizen Group	MOBILE GARDENS	VERA MARI	JONES	6250 FEDER	DENVER	CO
Citizen Group	QUAIL HILL HOMEOWNERS ASSOC.	RANDY	SETTERGR	14602 KALAI	WESTMINS	CO
Citizen Group	HAZELTINE HEIGHTS	SAM	MOLINARO	8450 COUNT	HENDERSO	CO
Citizen Group	MUSTANG ACRES	J-M	GREBENC	1364 W. 154T	BROOMFIEL	CO
Citizen Group	NORTH FEDERAL HILLS HOMEOWNERS	ROBIN	PRICE	2831 WEST 6	DENVER	CO
Citizen Group	NORTH FEDERAL HILLS HOMEOWNERS	NANCY	FOX	2520 W. 66TH	DENVER	CO
Citizen Group	TODD CREEK FARMS HOA / COLORADO ASSOCIATION SERVICES	Dana	Pepper	14142 DENVI	LAKWOOD	CO
Citizen Group	Neighborhood Improvement Committee	LARRY	QUINTANA	7780 MAGNC	COMMERCE	CO
Citizen Group	VANTAGE ESTATES	JERILYN	JAMES	30085 E 128T	COMMERCE	CO
Citizen Group	CREEKSIDE SOUTH ESTATES	STEVE	MARTIN - PF	10700 E. 157T	BRIGHTON	CO
Citizen Group	GREATROCK NORTH HOA	CYRENA	DRUSE	28650 E 160T	BRIGHTON	CO
Citizen Group	WELBY CITIZEN GROUP	NORMA	FRANK	7401 RACE S	DENVER	CO
Citizen Group	COLUMBINE RANCHES	DAVE	MCFARLANI	P.O. BOX 102	BRIGHTON	CO
Citizen Group	CREEKSIDE SOUTH ESTATES HOMEOWNERS ASSOC.	THOMAS	HEADRICK	15605 HAVA	BRIGHTON	CO
Citizen Group	BOX ELDER ESTATES HOMESITE SUBDIVISION	MARTY	CHRISTENS	14405 N MA	BRIGHTON	CO

Citizen Group	BOX ELDER ESTATES HOMEOWNERS ASSOCIATION	STEVE	GURAL	2200 E 104TH THORNTON CO
Citizen Group	SUNSET VISTA ESTATES HOMEOWNERS ASSOC.	SARAH	QUILLEN	15955 JACKS BRIGHTON CO
Citizen Group	Citizen	Shawn	BAIR	10741 Idalia S Commerce C CO
Citizen Group	Fullhouse Carpet Cleaning	Robert	Bender	7142 Xavier V Westminster CO
Citizen Group		Brook	Zion	1120 Lincoln Denver CO
Citizen Group		dave	roybal	7560 locust st commerce ci CO
Citizen Group	ALOHA BEACH	KIM	GILLAN	3556 West 62 DENVER CO
Citizen Group	The Pooch Mobile	Susan	Chupurdia	6261 Monaco Commerce C CO
Citizen Group	Fair Market Realty	Christina	Fair	2932 s Coors Lakewood CO
Citizen Group		jeannette	villalobos	7623 raritan st denver CO
Citizen Group		Jose	Fernandez	3132 W 46th Denver CO
Citizen Group		Greg	Grzegorzcyk	10840 Albion Thornton CO
Citizen Group	bob g and associates	bob	g	1234 mocking anytown CA
Citizen Group	precision templating	david	defonzo	5135 e 116th j thornton CO
Citizen Group		l	l	12365 N huroi westminster CO
Citizen Group	REMAX Unlimited, Inc.	Jo Ann	Patrick	3300 S Parker Aurora CO
Citizen Group		steven	schleis	16191 iola st brighton CO
City	City of Brighton	Bob	Irving	500 S. 4th Ave Brighton CO
City		Grant	Goodman	1200 Galapagi Denver CO
City		Lauren	Simmons	500 S. 4th Ave Brighton CO
City	Denver International Airport	Andrea	Christensen	8500 Pena Blv Denver CO
City	Denver Police Department	Daniel	Kayser	1331 N CHER Denver CO
City	Misty Scheidt	Misty	Scheidt	11404 E 119th Henderson CO
City	City of Commerce City	William	Consuegra	7887 East 60th Commerce C CO
City		Ty	Robbins	9500 Civic Ce Thornton CO
City	City of Aurora Building Division	Mike	Dean	25079 E. 3rd I Aurora CO
City	Hepp Realty, LLC	Joni	Pierce	435 S 4th Ave Brighton CO
City	CASTLE ROCK DEVELOPMENT SERVICES	.	.	100 NORTH \ CASTLE RO CO
City	TOWN OF PARKER	.	.	20120 EAST I PARKER CO
City	CITY OF THORNTON	JASON	O'SHEA	9500 CIVIC C THORNTON CO
City	TOWN OF ERIE	Community	Development	PO BOX 750 ERIE CO
City	CITY OF DACONO	.	ATTN: CITY	512 CHERRY DACONO CO
City	CITY OF THORNTON	JIM	KAISER	12450 N WAS THORNTON CO
City	CITY OF WESTMINSTER	MAC	CUMMINS	4800 W 92NE WESTMINS CO
City	TOWN OF BENNETT	MATHEW	REAY	355 4TH STR BENNETT CO
City	CITY OF BRIGHTON - Planning	Jason	Bradford	500 S 4th Ave BRIGHTON CO
City	Commerce City Planning Division	Robin	Kern	7887 East 60th COMMERCE CO
City	CITY OF FEDERAL HEIGHTS	TIM	WILLIAMS	2380 W 90TH FEDERAL HI CO
City	CITY OF NORTHGLENN	Brook	Svoboda	11701 COMM NORTHGLEI CO
City	CITY OF THORNTON	Lori	Hight	9500 CIVIC C THORNTON CO
City	Community Planning & Development (CITY AND COUNTY OF DENVER)	Steve	Nalley	201 W. COLF DENVER CO
City	CITY OF BROOMFIELD	ELLIS	HANSON	ONE DESCOI BROOMFIEL CO

City	CITY OF ARVADA	Rita	McConnell	8101 RALSTON	ARVADA	CO
City	TOWN OF LOCHBUIE	MARI	SANCHEZ	703 WCR 371	LOCHBUIE	CO
City	City of Brighton - Urban Renewal Authority	.	.	22 S 4th Ave,	Brighton	CO
Fire District	Brighton Fire District	Whitney	Even	500 S. 4th Ave	Brighton	CO
Fire District	Adams County Fire Protection District	Chris	Wilder			
Mobile Home Park	MH Specialty Services, LLC	Cricket	Prendergast	4704 Harlan S	Denver	CO
Mobile Home Park	Pioneer Parks LLC dba Pioneer Village MHC	Dorothy	Ross-Overhu	2901 W. 63rd	Denver	CO
Municipality	City of Westminster	Bob	Krugmire	4800 West 92	Westminster	CO
Municipality	City of Federal Heights	Kristen	Teague	2380 W 90th	Federal Heig	CO
Municipality	Town of Bennett	Lynette	White	355 4th Street	Bennett	CO
Municipality	City of Commerce City	Rose	Clawson	8602 Rosemar	Commerce C	CO
Municipality		Gabriel	Leverance	1000 Englewo	Englewood	CO
Municipality	City of Northglenn	Alan	Sielaff	11701 Commu	Northglenn	CO
Municipality	City of Commerce City	Caitlin	Long	7887 E 60th A	Commerce C	CO
Municipality	City of Arvada	Sarah	Washburn	8101 Ralston	Arvada	CO
Municipality	Arapahoe County	Julio	Iturreria			
Recreational District	BENNETT PARK AND RECREATION	Chris	Raines	PO BOX 379	BENNETT	CO
Recreational District	HORSE CREEK METROPOLITAN DISTRICT	.	C/O FINLEY	12000 N WAS	THORNTON	CO
Recreational District	COMMUNITY RESOURCE SERVICES	.	.	7995 E. Prenti	Greenwood \	CO
Recreational District	CITY OF NORTHGLENN	JIM	HAYES	11701 COMM	NORTHGLEI	CO
Recreational District	TODD CREEK FARMS METRO DIST #2	Zachary	White	2154 E. Comn	Centennial	CO
Regional Agency	METRO WASTEWATER RECLAMATION	CRAIG	SIMMONDS	6450 YORK S	DENVER	CO
Regional Agency	REGIONAL AIR QUALITY COUNCIL	KEN	LLYOD	1445 MARKE	DENVER	CO
Regional Agency	REGIONAL TRANSPORTATION DIST.	CHRIS	QUINN	1560 BROAD	DENVER	CO
Regional Agency	DENVER INTERNATIONAL AIRPORT	Bill	Poole	900 South Br	DENVER	CO
Regional Agency	DEPT. OF AVIATION DENVER INTERNATIONAL AIRPORT	Poole	Bill	8500 PENA B	DENVER	CO
Regional Agency	URBAN DRAINAGE & FLOOD CONTROL	David	Mallory	2480 W 26TH	Denver	CO
Regional Agency	WEST ADAMS SOIL CONSERVATION DISTRICT	Cindy	Einspahr	57 W BROMI	BRIGHTON	CO
Regional Agency	E-470 AUTHORITY	Peggy	Davenport	22470 E 6th P	Aurora	CO
Regional Agency	BOULDER VALLEY SOIL CONSERVATION DI	NANCY	MCINTYRE	9595 NELSOI	LONGMONT	CO
Regional Agency	JEFFERSON SOIL CONSERVATION DIST	Karen	Berry	DFC, Bldg 56	Denver	CO
Regional Agency	WEST ADAMS SOIL CONSERVATION DISTRICT:westadamsd@gmail.cor	Referral	Email	Mail CHECK to Ken	Koebel	
Regional Agency	REAP I-70	.	.	PO Box 711	Strasburg	CO
Regional Agency	Denver International Airport	Tom	Reed	Denver		
School District	Adams 14	Rocio	Rivera	5291 E. 60th /	Commerce C	CO
School District	ADAMS 12 FIVE STAR SCHOOLS	MATT	SCHAEFER	1500 E. 128TH	THORNTON	CO
School District	BRIGHTON SCHOOL DISTRICT 27J	Kerrie	Monti	18551 E. 1601	BRIGHTON	CO
School District	WESTMINSTER SCHOOL DISTRICT #50	Jackie	Peterson	7002 Raleigh /	WESTMINS	CO
School District	WIGGINS SCHOOL DIST. RE50J	DR. SHARO	LITTLE	320 CHAPMA	WIGGINS	CO
School District	MAPLETON SCHOOL DISTRICT #1	CHARLOTTE	CIANCIO	591 E. 80TH /	DENVER	CO
School District	WELD COUNTY SCHOOL DIST. RE-3J	MARVIN	WADE	P.O. BOX 26	KEENESBUF	CO
School District	ADAMS COUNTY SCHOOL DISTRICT 14	Patrick	Sanchez	5291 E. 60th /	COMMERCE	CO

School District DEER TRAIL SCHOOL DISTRICT 26J
School District ADAMS ARAPAHOE SCHOOL DISTRICT 28J
School District BENNETT SCHOOL DISTRICT 29J
School District STRASBURG SCHOOL DISTRICT 31J
School District BYERS SCHOOL DISTRICT 32J
State of Colorado METRO NORTH CHAMBER OF COMMERCE
State of Colorado BARR LAKE STATE PARK
State of Colorado CDPHE - HAZARDOUS MATS/WASTE MGT DIV
State of Colorado CDPHE - RADIATION SERV PROGRAM
State of Colorado
State of Colorado CDPHE - WATER QUALITY PROTECTION SECT
State of Colorado CDPHE - WATER SHED
State of Colorado COLORADO DEPT OF TRANSPORTATION
State of Colorado CDPHE - AIR POLLUTION CTRL DIVISION
State of Colorado CDPHE - HAZARDOUS MATS/WASTE MGT DIV
State of Colorado DEPT OF LABOR AND EMPLOYMENT
State of Colorado COLORADO STATE ELECTRICAL BOARD
State of Colorado COLORADO STATE FOREST SERVICE
State of Colorado DEPT OF NATURAL RESOURCES /CWCB
State of Colorado COLORADO DEPT OF HUMAN SERVICES
State of Colorado COLORADO HISTORICAL SOCIETY
State of Colorado COLO OIL & GAS CONSERV. COMMISSION
State of Colorado COLORADO STATE PATROL
State of Colorado COLO DIV OF WATER RESOURCES
State of Colorado COLORADO DEPARTMENT OF TRANSPORT.
State of Colorado COLORADO DEPT OF TRANSPORTATION
State of Colorado COLORADO DIVISION OF WILDLIFE
State of Colorado COLO DIV OF MINING RECLAMATION AND SAFETY
State of Colorado COLORADO DEPT OF TRANSPORTATION
State of Colorado COLORADO GEOLOGICAL SURVEY
State of Colorado Colorado Geological Survey: CGS_LUR@mines.edu
State of Colorado Department of Local Affairs
State of Colorado Colorado Geological Survey
State of Colorado DEPARTMENT OF AGRICULTURE
State of Colorado CDPHE SOLID WASTE UNIT
State of Colorado COLORADO DEPT OF TRANSPORTATION
State of Colorado COLORADO DEPT OF TRANSPORTATION
State of Colorado
State of Colorado COLORADO DEPT OF TRANSPORTATION
State of Colorado COLORADO DIVISION OF WILDLIFE
State of Colorado
State of Colorado

JERRE DOSS - SUP P.O. BOX 125 DEER TRAIL CO
JOHN BARRY - SU 15701 E 1ST . AURORA CO
Robin Purdy 615 7TH ST. BENNETT CO
Monica Johnson 56729 E Colo STRASBURG CO
TOM TURRELL 444 E FRONT BYERS CO
Debb Obermeyer 2921 W 120T WESTMINSTER CO
MICHELLE SEUBERT 13401 PICAD BRIGHTON CO
CHARLES JOHNSON 4300 CHERRY DENVER CO
KENNETH WEAVER 4300 CHERRY DENVER CO
DELETE ME
Patrick Pfaltzgraff 4300 CHERRY DENVER CO
DICK PARACHINI 4300 CHERRY DENVER CO
BRADLEY SHEEHAN, F 2000 SOUTH DENVER CO
MIKE SILVERSTEIN 4300 CHERRY DENVER CO
GARY BAUGHMAN 4300 CHERRY DENVER CO
OIL INSPECTION SECTION 633 17TH ST DENVER CO
. . 1560 BROAD DENVER CO
NORLAND HALL PO BOX 368 FORT MORRIS CO
KEVIN HAUCK 721 STATE C DENVER CO
DIVISION OF CHILDREN 1575 SHERMAN DENVER CO
DAN CORSON 1300 BROAD DENVER CO
DAVID NESLIN 1120 LINCOLN DENVER CO
. ADAMS COUNTY 8200 NORTH COMMERCE CO
Joanna Williams OFFICE OF S DENVER CO
Steve Loeffler 2000 South Hill Denver CO
JIM BLAKE 2000 SOUTH DENVER CO
JOSEPH PADIA 6060 BROAD DENVER CO
ANTHONY J WALDRON - DEPT. OF N. DENVER CO
PATRICIA HAYES 2000 S. HOLLY DENVER CO
Jill Carlson 1500 Illinois S Golden CO
Jill Carlson Mail CHECK CO
Susan Kirkpatrick 1313 Sherman Denver CO
Jill Carlson 1500 Illinois S Golden CO
. . 700 KIPLING LAKEWOOD CO
Andy Todd 4300 CHERRY DENVER CO
INA ZISMAN 1420 SECOND GREELEY CO
JEFFREY LANCASTER
DELETE ME
Steve Loeffler 2000 S. Holly Denver CO
Eliza Hunholz Northeast Reg DENVER CO
Richard Coffin 4300 Cherry C Denver CO
anita amjoud 1313 sherman denver CO

State of Colorado	Colorado Division of Water Resources	Jolene Mackay	1313 Sherman	denver	CO
State of Colorado		Thomas Young	1313 Sherman	Denver	CO
State of Colorado	CDOT	Alan Clubb	222 S. 6th Str	Grand Juncti	CO
Tri County Health	TRI-COUNTY HEALTH DEPARTMENT	MONTE DEATRICH	4201 E. 72ND	COMMERCE	CO
Tri County Health	TRI-COUNTY HEALTH DEPARTMENT	Sheila Lynch	6162 S WILLI	GREENWOC	CO
Tri County Health	Tri-County Health: Mail CHECK to Sheila Lynch	Tri-County Health	landuse@tchd		CO
Utility	MORGAN COUNTY RURAL ELECTRIC ASSOCIATION	MAIN OFFICE	P.O. BOX 738	FORT MORC	CO
Utility	Xcel Energy	Ken Wiley	1123 West 3rc	Denver	CO
Utility	Xcel Energy	Craig Coon	5460 W 60th	Arvada	CO
Utility	Xcel Energy	James Craig	1800 Larimer	Denver	CO
Utility	Xcel Energy	Jason Gilliland	2655 N 63rd S	Boulder	CO
Utility	Xcel Energy	Jerry Ignozza	3751 Fraser St	Aurora	CO
Utility	Xcel Energy	Daithan Kitchens	3751 Fraser St	Aurora	CO
Utility	Xcel Energy	Don Walker	1123 W 3rd A	Denver	CO
Utility	Xcel Energy	Randy Utecht	1123 W 3rd A	Denver	CO
Utility	Xcel Energy	Thomas Kaiser	3751 Fraser A	Aurora	CO
Utility	Xcel Energy	Gina Rademacher	5901 Sheridan	Arvada	CO
Utility	Xcel Energy	Donna George	1123 W 3rd A	DENVER	CO
Utility	Wiggins Telephone Association	Terry Hendri	PO Box 690	Wiggins	CO
Utility	EASTERN ADAMS COUNTY METRO DIS	MIKE SERRA	270 St. Paul S	Denver	CO
Utility	UTILITY NOTIFICATION CENTER	MARK MEAD	16361 TABLE	GOLDEN	CO
Utility	MORGAN COUNTY RURAL ELECTRIC	KEVIN MARTENS	P.O. BOX 738	FORT MORC	CO
Utility	Kinder Morgan, Inc	Tim Atwater	370 Van Gord	Lakewood	CO
Utility	EASTERN COLO. UTILITY CO.	BRENT STOKER	P.O. BOX 27C	Littleton	CO
Utility	TDS TELECOM	JIM LYMAN	PO BOX 730	PAONIA	CO
Utility	COLORADO INTERSTATE GAS	STEVE BACON -LAN	P.O. BOX 108	COLORADO	CO
Utility	TRI-STATE GENERATION	MARK MURRAY	1100 W. 116T	WESTMINS	CO
Utility	COLORADO INTERSTATE GAS	C/O TONY SAVAGEAU	1314 W EVAI	DENVER	CO
Utility	COMCAST	JOE LOWE	8490 N UMIT	FEDERAL HI	CO
Utility	Xcel Energy	Jeff Walker	1800 larimer S	Denver	CO
Utility	Xcel Energy	Patrick Hahn	1800 Larimer	Denver	CO
Water and Sanitary Board	HAZELTINE HTS WATER & SANT BOARD	ED NEWIK			
Water and Sanitary Board	EAGLE CREEK METRO DISTRICT	BARBARA T VANDER	7400 E ORCH	GREENWOC	CO
Water and Sanitary Board	BERKELEY WATER AND SANT DIST	DENNIS SKARONEA			
Water and Sanitary Board	BERKELEY WATER AND SANT DISTRICT	ANTHONY LIGRANI			
Water and Sanitary Board	BERKELEY WATER AND SANT DISTRICT	FRITZ ZIEGLER			
Water and Sanitary Board	BERKELEY WATER AND SANT DIST	ANNE DONOHOUE			
Water and Sanitary Board	HIMALAYA WATER AND SANITATION DIST	RANDALL C HERTEL	20100 E 32NI	AURORA	CO
Water and Sanitary Board	HIMALAYA WATER AND SANITATION DIST	RYAN J. MARTIN	20100 E 32NI	AURORA	CO
Water and Sanitary Board	HIMALAYA WATER AND SANITATION DIST	MICHAEL WAFER	1200 17TH S	DENVER	CO
Water and Sanitary Board	HIMALAYA WATER AND SANITATION DIST	ANTHONY STOFFEL	20100 E 32NI	AURORA	CO
Water and Sanitary Board	HIMALAYA WATER AND SANITATION DIST	TIMOTHY J D' ANGELO	7200 S ALTO	CENTENNIA	CO

Water and Sanitary Board GREAT ROCK NORTH WATER & SANT DIST
 Water and Sanitary Board TODD CREEK FARMS METRO DIST #2
 Water and Sanitary Board TODD CREEK FARMS METRO DIST #2
 Water and Sanitary Board TODD CREEK FARMS METRO DIST #2
 Water and Sanitary Board TODD CREEK FARMS METRO DIST #2
 Water and Sanitary Board TODD CREEK FARMS METRO DIST #2
 Water and Sanitary Board SCHUCK TRANSPORT
 Water and Sanitary Board CRESTVIEW WATER & SANT DIST
 Water and Sanitary Board CRESTVIEW WATER & SANT DIST
 Water and Sanitary Board CRESTVIEW WATER & SANT DISTRICT
 Water and Sanitary Board CRESTVIEW WATER & SANT DIST
 Water and Sanitary Board HAZELTINE HTS WATER & SANT BOARD
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 Water and Sanitary Board HAZELTINE HTS WATER & SANT BOARD
 Water and Sanitary Board GREAT ROCK NORTH & BOX ELDER WATER & SANT DIST
 Water and Sanitary Board GREAT ROCK NORTH & BOX ELDER WATER & SANT DISTICT
 Water and Sanitary Board BERGER & BERGER
 Water and Sanitary District Berkeley Water & Sanitation District
 Water and Sanitary District ABERDEEN METROPOLITAN DISTRICT NO 2
 Water and Sanitary District ABERDEEN METROPOLITAN DISTRICT NO 1
 Water and Sanitary District ASPEN HILLS METROPOLITAN DISTRICT
 Water and Sanitary District AMBER CREEK METROPOLITAN DISTRICT
 Water and Sanitary District TRANSPORT METROPOLITAN DISTRICT NO. 1
 Water and Sanitary District SAND CREEK METROPOLITAN DISTRICT
 Water and Sanitary District BOX ELDER WATER AND SANITATION DISTRICT
 Water and Sanitary District Greatrock Water District
 Water and Sanitary District The TOD Group
 Water and Sanitary District Adams East Metropolitan District
 Water and Sanitary District Eastern Adams County Metro District
 Water and Sanitary District City of Westminster
 Water and Sanitary District FIRST CREEK RANCH METRO DIST.
 Water and Sanitary District SECOND CREEK RANCH METRO DIST
 Water and Sanitary District TOWER METROPOLITAN DISTRICT
 Water and Sanitary District UNITED WATER AND SANITATION - PRESIDENT
 Water and Sanitary District COMMERCE CITY NORTH INFRA GID
 Water and Sanitary District HOPE DITCH COMPANY
 Water and Sanitary District THIRD CREEK WATER DISTRICT
 Water and Sanitary District SHAW HEIGHTS WATER DISTRICT
 Water and Sanitary District HERITAGE AT TODD CREEK METRO DIST.
 Water and Sanitary District RIVERDALE PEAKS METRO DISTRICT

BRIAN ROGERS 30453 E 165T BRIGHTON CO
 A.J. BECKMAN
 WANDA GUPTON 8955 E 155TH BRIGHTON CO
 WILLIAM L WITT 10841 E 155T BRIGHTON CO
 RHINO PAIGE
 JUDITH A PFEIFER 15480 ELMIR BRIGHTON CO
 STEVE EVERSON 2 NORTH CA COLORADO CO
 MINI SLUSARSKI 7010 WARRE DENVER CO
 RONOLD SANCHEZ 6643 KING S' DENVER CO
 RICHARD KENNEY 7145 Maripos: DENVER CO
 MANUEL RAMIREZ 3180 W 66TH DENVER CO
 RICK BASSETT
 ALAN SYMONS
 STEVE DAVIS
 STEVE MARRS
 KEITH SABIN
 LISA JOHNSON 141 UNION E LAKEWOOD CO
 RHONDA L WALTENBU 29751 E 163R BRIGHTON CO
 NATHAN BERGER 7201 MONAC COMMERCE CO
 Sharon Whitehair 4455 W 58th , Arvada CO
 BARBARA VANDER 7400 E ORCH GREENWOC CO
 BARBARA T VANDER W/ 7400 E ORCH GREENWOC CO
 BARBARA VANDER 7400 E ORCH GREENWOC CO
 BARBARA VANDER 7400 E ORCH GREENWOC CO
 GARY R WHITE c/o White Bea HIGHLANDS CO
 MIKE SERRA III 270 ST PAUL DENVER CO
 BARBARA VANDER W/ c/o Collins, Ct Lakewood CO
 LISA JOHNSON 141 Union Blv Lakewood CO
 THE TOD GROUP 1431 Euterpe , New Orleans LA
 160TH AVEN HOLDINGS 15460 S QUEB GREENWOC CO
 Mike Serra 3855 Lewistor Aurora CO
 John McQuiston 6575 W 88th , Westminster CO
 . . c/o Miller & A DENVER CO
 CREEK SECOND c/o Miller & A DENVER CO
 MATHEW DALTON 1700 LINCOL DENVER CO
 ROBERT A. LEMBKE 8301 E. Prenti GREENWOC CO
 CAROL ENNINGA - 17887 E 60TH COMMERCE CO
 . . 16569 FILLM BRIGHTON CO
 . THIRD CREE MIKE DEWE BRIGHTON CO
 LLOYD-PRE O'NEAL 8870 Hunter V WESTMINS CO
 GARY BEUTLER 2154 E. Comn Centennial CO
 . . 9145 E KENY DENVER CO

Water and Sanitary District	HORSE CREEK METROPOLITAN DISTRICT	.	.	12000 N WAS THORNTON CO
Water and Sanitary District	BROMLEY PARK METRO DIST.	.	.	6399 S. FIDD GREENWOC CO
Water and Sanitary District	EAGLE VIEW METRO DIST.	.	.	141 UNION E LAKEWOOD CO
Water and Sanitary District	RIVERDALE DUNES METRO DIST. #1	.	.	141 UNION E LAKEWOOD CO
Water and Sanitary District	NORTHERN METROPOLITAN DISTRICT	JIM	COLLINS	390 UNION E DENVER CO
Water and Sanitary District	EAGLE SHADOW METROPOLITAN DIST. #1	JIM	WORTHY	P.O. BOX 49(BRIGHTON CO
Water and Sanitary District	COMMERCE CITY - GENERAL IMPROVEMENT DISTRICT	BRIAN	MCBROOM	7887 E. 60th / COMMERCE CO
Water and Sanitary District	COLORADO INTERNATION CENTER	BJ	MURATA	141 UNION E LAKEWOOD CO
Water and Sanitary District	EAST CHERRY CREEK VALLEY (ECCV)	.	.	6201 SOUTH AURORA CO
Water and Sanitary District	MORGAN COUNTY QUALITY WATER DIST	JERRY	OSTWALD	P.O. BOX 121FT. MORGAI CO
Water and Sanitary District	PRAIRIE CENTER METRO NO. #1	MCGEADY	SISNEROS,	141 Union Bo Lakewood CO
Water and Sanitary District	CITY OF ARVADA - WATER AND SANITATION DEPT.	JAMES	SULLIVAN	8101 RALST(C ARVADA CO
Water and Sanitary District	CITY OF AURORA - WATER AND SAN. DEPT.	PETER	BINNEY	15151 E ALA AURORA CO
Water and Sanitary District	TOWN OF BENNETT - WATER AND SAN. DEPT.	.	.	355 4TH ST. BENNETT CO
Water and Sanitary District	CITY OF BRIGHTON - WATER & SANATATION DEPT.	ED	BURKE	500 S. 4th Av(BRIGHTON CO
Water and Sanitary District	ELBERT COUNTY	RICHARD	MILLER	215 COMAN(KIOWA CO
Water and Sanitary District	CENTRAL COLO. WATER CONSERVANCY DISTRICT	THOMAS	CECH	3209 W 28TH GREELEY CO
Water and Sanitary District	DENVER WATER DEPT.	HENRY	TEIGEN	1600 W 12TH DENVER CO
Water and Sanitary District	EASTLAKE WATER AND SAN. DIST.	RANDY	HARVEY	9500 Civic Ce Thornton CO
Water and Sanitary District	CITY OF FEDERAL HEIGHTS - WATER AND SAN. DEPT.	VIRGINIA	MULLIN	2380 W 90TH FEDERAL HI CO
Water and Sanitary District	HAZELTINE HEIGHTS WATER & SANITATION	KEITH	SABIN	P.O. BOX 38 HENDERSO CO
Water and Sanitary District	Hi-Land Acres Water & Sanitation District	Gabby	Begeman	10086 E 159th Brighton CO
Water and Sanitary District	HIGH PLAIN WATER USERS ASSOC.	RAY	SEYMOUR	13955 QUEBI BRIGHTON CO
Water and Sanitary District	HIMALAYA WATE AND SANT. DIST	MATHEW	DALTON	1700 LINCOI DENVER CO
Water and Sanitary District	INDUSTRIAL PARK	KEARBY	COTTER	6625 E. 49TH COMMERCE CO
Water and Sanitary District	NORTH WASHINGTON WATER USER	RICK	SHANNON	P.O. BOX 50(EASTLAKE CO
Water and Sanitary District	Mile High Water Co	Harry	Stone	PO Box 434 Broomfield CO
Water and Sanitary District	MOUNTAIN VIEW	JOHN	HOWARD	3680 E 168TH BRIGHTON CO
Water and Sanitary District	NORTH GATE	LEONARD	POMPONIO	6856 FEDER(DENVER CO
Water and Sanitary District	NORTH KIOWA BIJOU GROUNDWATER	DONALD	MCCLARY	P.O. BOX 59(FT. MORGAI CO
Water and Sanitary District	NORTH LINCOLN WATER AND SAN.	EDWARD	BARENBER(C	1576 Sherman DENVER CO
Water and Sanitary District	WESTLAKE WATER AND SAN. DIST.	DOROTHY	GREAVES	13751 STUAF BROOMFIEL CO
Water and Sanitary District	BERKELEY WATER & SAN DISTRICT	SHARON	WHITEHAIR	4455 W 58TH ARVADA CO
Water and Sanitary District	TODD CREEK METRO DISTRICT #2	.	.	141 UNION E LAKEWOOD CO
Water and Sanitary District	Crestview Water & Sanitation	Patrick	Stock	PO Box 2129(Denver CO
Water and Sanitary District	CITY OF WESTMINSTER	Andy	Walsh	4800 W 92nd WESTMINS(CO
Water and Sanitary District	WRIGHT FARMS METRO DISTRICT	KIM J.	SETER, ESC	7400 E ORCH GREENWOC CO
Water and Sanitary District	EASTERN ADAMS COUNTY MET. DIST	MIKE	SERRA III	270 St. Paul S DENVER CO
Water and Sanitary District	FRONT RANGE METRO DIST.	.	COLLINS & (390 UNION E DENVER CO
Water and Sanitary District	Sturgensweller	Gherwin	Sturgenwelle	555 Happy Ca Brighton CO
Water and Sanitary District	zzzCity of Thornton - Water Maintenance	Justin	Montanez	12450 Washin Thornton CO
Water and Sanitary District	Water and sanitary District	Debbie	Evans	6595 E. 70th / Commerce C CO

Regulation Amendments PLN2017-00022

August 15, 2017

Board of County Commissioners

Department of Community and Economic Development

Case Manager: Libbie Adams



Request

- Amendments to the County's Development Standards and Regulations
 - Correct errors and clarify ambiguities
 - Update for consistency with other regulations
 - Promote improved development patterns
 - Chapter 9 Stormwater regulation revisions

Background

- July 19, 2016 BOCC Study Session
- Development Code Amendment Committee (DCAC)
 - Changes to reflect current functions of departments (approved 2016)
 - Ambiguity of certain regulations and minor changes

Background

- Future regulation amendments will include:
 - Landscaping requirements
 - Regional traffic impact fees
 - Potential conflicts within the Development Standards
 - Regulations relating to approved District Plan

Development Standards

- Section 2-02-13 details the procedures for amendments to the text of the standards and regulations.
- Only the BOCC may, after a recommendation from the PC, adopt a resolution amending the text of the standards and regulations.

Criteria

(2-02-13-06-01)

1. The text amendment is consistent with the Adams County Comprehensive Plan.
2. The text amendment is consistent with the purposes of these standards and regulations.
3. The text amendment will not be detrimental to the majority of persons or property in the surrounding areas nor to the community in general.

Chapter 1

(Administration)

- Notice of Violations may include compliance schedule
- Modification to newspaper notification requirements after a land use project is approved

Chapter 3

(Zone District Regulations)

- Reduce setback requirements for principal structures

Zone District	Existing Front and ROW setbacks	Proposed Front and ROW Setbacks	Existing Side Corner Setbacks	Proposed Side Corner Setbacks
R-4	50	25	50	25
C-0, C-1, C-2, C-3, C-4, C-5	50	25	50	25
I-1, I-2, I-3	50	25	50	25

Chapter 4

(Design Requirements and Performance Standards)

- Construction and Sales/Office Trailers
 - Administrative approval, instead of Special Use Permit
 - Based on recommendation of BOA
 - Expires one year from date of approval, unless renewed
 - All other performance standards remain unchanged

Chapter 4

(Design Requirements and Performance Standards)

- Clarification of certain regulations and correcting errors
 - Require Conditional Use Permit for commercial vehicles and certain agricultural businesses in certain zone districts
- Location of building mounted signs
- Permit trash containers for construction purposes for a longer period of time than currently allowed
- Correct omitted words and incorrect references

Chapter 4

(Design Requirements and Performance Standards)

- Consistency with adopted building code
 - Size of accessory structure requiring a building permit
 - Handicap parking spaces chart

Chapter 8

(Access Design and Traffic Requirements)

- Connectivity and Access Management
 - Proposed non-residential developments to provide connectivity to adjoining non-residential properties
 - Require approval for modified access points
 - Set maximum driveway widths
 - Clarify regulations to prevent access points taking up large portions of a property

Chapter 9

(Storm Drainage Design and Stormwater Quality Control Regulations)

- Complies with State requirements
- Better integration with Development Standards and Regulations
- Structure to reflect permitting, inspection, and enforcement procedures

Chapter 9

(Storm Drainage Design and Stormwater Quality Control Regulations)

1. Adoption of illicit discharge requirements County-wide
2. Register ponds on State website that alerts water share holders
 - Ponds to be designed to drain within 72 hours

Chapter 9

(Storm Drainage Design and Stormwater Quality Control Regulations)

3. CDPHE MS4 Permit findings / lessons learned

- List of Adams County Stormwater regulatory inspection types were removed from regulations
- Right of Entry and Penalties to standardize procedures
- SWQ Permits are not required for projects outside the MS4 area
- Requirements for ponds built jointly in and outside the MS4 area

Chapter 9

(Storm Drainage Design and Stormwater Quality Control Regulations)

4. Adams County's MS4 Permit renewal requirements
 - Created list of options and alternatives to meet minimum pond design standards
 - State allows additional exemptions for pond regulations

5. Sustainable environmental practices
 - General concepts for Low Impact Development

Chapter 9

(Storm Drainage Design and Stormwater Quality Control Regulations)

6. Storm drainage infrastructure

- Clarifies public vs. private storm drainage ownership
- Clearances / distance requirement from utilities and pollution sources
- Parking lots no longer can be used as detention facility
- Removal of retention pond requirements to comply with Water Right's regulations

Chapter 11

(Definitions)

- Best Management Practices
- Colorado Discharge Permit System
- Common Plan of Development or Sale
- Construction Activities
- Construction Trailer
- Cornice
- Development
- Disturbed Area
- Erosion
- Erosion Control Plan
- Erosion and Sediment Control Plan

Chapter 11

(Definitions)

- Final Stabilization
- Illicit / Illegal Discharge
- Impervious Area
- Larger Common Plan of Development or Sale
- Municipal Separate Storm Sewer System (MS4)
- Municipal Separate Storm Sewer System Permit
- Municipal Separate Storm Sewer System Permitted Area
- National Pollutant Discharge Elimination System
- Open Space, Active
- Pollutant
- Pollution

Chapter 11

(Definitions)

- Redevelopment
- Sales and Office Trailer
- Stormwater
- Stormwater Quality Permit
- Total Maximum Daily Load
- Vehicle
- Water Quality Control Volume
- Waters of the State of Colorado

Development Standards and Regulations

- Administrative Functions and Titles
 - Transportation Department to Public Works Department
 - Functions of Office of Long Range Strategic Planning to Community and Economic Development Department

Referral Comments

- No concerns were received from any referral agencies
- Referral dates: June 2 – June 23
- Open house was held June 16 from 10am-1pm
- Staff notified:
 - Cities
 - Citizen groups
 - Counties
 - Fire Districts
 - School Districts
 - Recreational Districts
 - State Agencies
 - Utilities
 - Water & Sanitation Districts

Planning Commission Update

- PC heard case on 7/27/17
 - Unanimous approval
 - Questions regarding Chapter 9
 - No public testimony

Recommendation

- The request:
 - is consistent with the Comprehensive Plan
 - is consistent with the Development Standards & Regulations
 - will not be detrimental to the citizens of Adams County
- Staff is recommending **Approval** with modification of Section 4-03-03-02-12 #8 based on 3 Findings-of-Fact.

Findings of Fact

1. The text amendment is consistent with the Adams County Comprehensive Plan.
2. The text amendment is consistent with the purposes of these standards and regulations.
3. The text amendment will not be detrimental to the majority of persons or property in the surrounding areas nor to the community in general.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

CASE NO.: RCU2016-00040

CASE NAME: Imboden II Solar Extension

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- 1.1 Board of County Commissioners Report
- 1.2 Board of County Commissioners Alternative Findings For Denial

Exhibit 2- Maps

- 2.1 Zoning Map
- 2.2 Aerial Map
- 2.3 Notice area Map (1/2 mile)
- 2.4 Future Land Use Map

Exhibit 3- Applicant Information

- 3.1 Applicant Written Explanation
- 3.2 Applicant Site Plans
 - 3.2 (a) new site plan
 - 3.2 (b) old site plan

Exhibit 4- Referral Comments

- 4.1 Development Review Team Comments (Planning, Engineering, Right-of-Way, Building Safety, and Parks).
- 4.2 Bennett Parks & Recreation
- 4.3 Colorado Division of Water Resources
- 4.4 Front Range Airport
- 4.5 Xcel Energy

Exhibit 5- Citizen Comments

None

Exhibit 6- Associated Case Materials

- 6.1 Certificate of Posting
- 6.2 Public Hearing Notice
- 6.3 Request for Comments
- 6.4 Publishing
- 6.5 Property Owner Labels
- 6.6 Referral Labels
- 6.7 Case Resolution for Case # RCU2015-00020, Imboden II Solar Project



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

STAFF REPORT

Board of County Commissioners

August 15, 2017

CASE No.: RCU2016-00040 CASE NAME: Imboden II Solar Extension

Owner's Name:	Imboden II Solar, LLC
Applicant's Name:	Imboden II Solar, LLC
Applicant's Address:	1441 18 th Street, Ste. 400, Denver, CO 80202
Location of Request:	5135 Imboden Road
Nature of Request:	An amendment to an approved conditional use permit for a solar garden facility to extend the expiration date
Zone District:	Agriculture-3 (A-3)
Comprehensive Plan:	Mixed-Use Employment
Site Size:	35 acres (overall site) / 15 acres (area for the solar garden)
Proposed Uses:	Solar Garden
Existing Use:	Vacant
Hearing Date(s):	PC: July 13, 2017 / 6:00 p.m.
	BOCC: August 15, 2017 / 9:30 a.m.
Report Date:	July 27, 2017
Case Manager:	Christopher C. LaRue <i>ccj</i>
Staff Recommendation:	APPROVAL with 8 Findings-of-Fact and 3 Conditions
PC Recommendation:	APPROVAL with 8 Findings-of-Fact and 3 Conditions

SUMMARY OF PREVIOUS APPLICATIONS

On October 20, 2015, the Board of County Commissioners approved a conditional use permit to allow a solar garden on the property (Case # RCU2015-00020 / see Exhibit 6.7). The subject request is to extend expiration date of the conditional use permit from September 29, 2036, to August 27, 2038.

SUMMARY OF APPLICATION

Background

Imboden II Solar, LLC is requesting an amendment to the approved conditional use permit (CUP) to allow a solar garden facility on the subject property. Specifically, the request is to extend the expiration date of the conditional use permit from September 29, 2036, to August 27, 2038. The amendment also includes a modification to the approved layout of the solar panels on the property. The previous site plan (see Exhibit 3.2b) showed the panels arranged eight clusters, the newly proposed site plan (see Exhibit 3.2a) shows arrangement of the panels in three clusters. There are no other changes proposed with the request.

The proposed solar garden facility is in cooperation with Xcel Energy, which is mandated by Colorado Law (Amendment 37 and SB 252) to provide 30% renewable energy as part of its electric generation by the year 2020. According to the applicant, the project will operate as part of Xcel's Solar Rewards Community program. This program allows utility customers to purchase or lease interests in solar generating facilities and then are allowed to offset their home or business electricity consumption with their share of the solar system credit.

According to the applicant, the request to extend the expiration date is a result of delayed construction due to a dispute with the Colorado Public Utilities Commission (PUC). The dispute pertained to a request made by Xcel Energy, and other solar energy developers, to the PUC to change the system of allocating solar production credits to participants of the community rewards program. In March of 2016, the PUC rejected the request to change the system of allocation. Subsequently, in June 2016, Xcel Energy filed an appeal to the PUC's decision. The PUC approved the appeal to change the allocation system in August 2016; thus ending the dispute but delaying construction of the project for approximately one year.

The approved CUP for the site is for approximately 21 years. This duration includes overall construction of the project, a 20-year operational life, and time to decommission the project. According to the information submitted with the request, an extension to the approved CUP is necessary for the applicant to obtain full financing of the project, which is planned to operate for a full 20-year period.

Site Characteristics:

The approved solar garden is located approximately 1,700 feet north of East 48th Avenue and west of Imboden Road. The subject property is 35 acres and currently vacant. The site plan provided with the application (see Exhibit 3.2a) shows the solar facility would occupy approximately 15 acres of the eastern portions of the lot and have access on Imboden Road.

Development Standards and Regulations Requirements

Per Section 3-07-01 of the Adams County Development Standards and Regulations, a conditional use permit is required for a solar garden use in the A-3 zone district. In addition, Section 4-03-03-02-10 of the County's Development Standards and Regulations outlines performance standards for solar energy systems. These standards regulate height and setbacks for solar panels. In accordance with the performance standards, the maximum allowed height of solar panels is 15 feet. From the application documents, the solar panels will not exceed 15 feet

in height. In addition, the panels will conform to all setback requirements of the A-3 zone district, which include a 50-foot front setback, a 10-foot side setback, and a 20-foot rear setback.

No landscaping is proposed for development of the site. The site plan provided with the approved conditional use permit shows an eight-foot fence will be constructed along the perimeter of the solar garden. The site plan also shows clustering of the solar panels into eight clusters, with each consisting of approximately 2,000 panels. The new site plan shows three clusters with each consisting of approximately 6,000 solar panels.

Future Land Use Designation/Goals of the Comp-Plan for the Area

The future land use designation on the property is Mixed-Use Employment (see Exhibit 2.4). Per Chapter 5 of the Adams County Comprehensive Plan, Mixed-Use Employment designated areas are intended to allow a mixture of employment uses, including offices, retail, and clean, indoor manufacturing, distribution, warehousing, and airport and technology uses. Mixed-Use Employment areas are in locations that will have excellent transportation access and visibility, but are not suitable for residential uses. In addition, a primary objective of the Mixed-Use Employment designation is to accommodate a range of employment and supporting uses to serve employment needs; and to increase employment, and contribute to the County’s tax base. A number of properties around Denver International Airport, Front Range Airport, and the I-70 corridor are designated for future Mixed-Use Employment to preserve future long-term opportunities for employment growth in these areas; however, any future development should be phased and concentrated around where urban services and infrastructure are most readily available.

The request to use the property for a solar garden is consistent with the Comprehensive Plan designation of Mixed-Use Employment. This use of the property would not inhibit future development of the site when adequate public facilities become available.

Surrounding Zoning Designations and Existing Use Activity:

Northwest A-3 / Aurora – NE Plains Agriculture/Vacant	North Aurora – NE Plains Agriculture	Northeast AV Vacant
West A-3 Agriculture/Vacant/Proposed Solar Garden	Subject Property A-3 Agriculture/Vacant/Proposed Solar Garden	East Aurora – NE Plains Agriculture/Vacant
Southwest A-3 Agriculture/Vacant	South A-3 Solar Garden	Southeast Aurora – NE Plains Electrical Substation

Compatibility with the Surrounding Land Uses:

A majority of the surrounding property to the south and west are all zoned as Agricultural-3 (A-3). The property to the east northeast is zoned Aviation (AV). The property to the north and east

are within the City of Aurora. Per Section 3-10-01 of the Adams County Development Standards and Regulations, the purpose of the A-3 district is to provide land, primarily in holdings of at least thirty-five (35) acres, for dryland or irrigated farming, pasturage, or other related food production uses. Per Section 3-30-01 of the Development Standards and Regulations, the purpose of the AV district is to provide for non-residential land uses associated with aviation operations while minimizing risks to public safety and hazards to aviation users including those employed at public aviation facilities.

Development of the site as a solar garden will be compatible with the surrounding area and will not be detrimental to development of the surrounding properties. In addition, there will be minimum traffic generated from the development. However, this will cease after initial construction of the project. Further, the request will not cause air, noise, or lighting pollution. A majority of the surrounding area to the east and north of the site are used for agricultural purposes, or are vacant. The property to the south is developed as a solar garden and the property to the west has also been approved as solar garden.

Planning Commission Update:

The Planning Commission considered this case on July 13, 2017, and recommended unanimous approval of the request with three conditions. The applicant, Mr. Grayson Buck, had no concerns with the staff report or the recommended conditions. Beside the applicant, no one from the public spoke in favor or in opposition to the request.

Staff Recommendations:

It is staff's determination that the request for an extension to the previously approved conditional use permit is consistent with the surrounding area, and will not be detrimental to development of the surrounding properties or future growth of the area.

Based upon the application, the criteria for approval of a conditional use permit, and a recent site visit, staff recommends approval of the request with 8 findings-of-fact and 3 conditions.

Findings of fact:

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.

6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

Recommended Conditions of Approval:

1. The conditional use permit shall expire on August 27, 2038.
2. No landscaping or screen fencing shall be required with development of the conditional use permit site area as shown on Exhibit 3.2 of the staff report.
3. The solar panels on-site shall be removed when the conditional use permit expires, unless another extension or renewal is granted by the Board of County Commissioners.

PUBLIC COMMENTS

Property Owners Notified	Number of Responses
12	0

Staff sent notices to property owners within a ½ mile (2,640 feet) radius (see Exhibit 2.3) of the subject request and as of writing this report; staff has received no comments from the public regarding the request.

COUNTY AGENCY COMMENTS

Adams County Development Review Team:

The Adams County Review Team reviewed the request and has no outstanding issues.

Adams County Sheriff’s Office:

No comments.

Adams County Development Services Engineering

Development Services Engineering stated the existing access must be utilized.

Adams County Development Services Right-of-Way

No concerns.

Front Range Airport

No concerns

REFERRAL AGENCY COMMENTS

Responding with Concerns:

None

Responding without Concerns:

Bennett Park & Recreation District (see Exhibit 4.2)
Colorado Division of Water Resources (see Exhibit 4.3)
Front Range Airport (see Exhibit 4.4)
Xcel Energy (see Exhibit 4.5)

Notified but not Responding / Considered a Favorable Response:

Bennett Fire District
Bennett School District 29J
Box Elder Water & Sanitation District
CDOT
CDPHE
Century Link
City of Aurora
Colorado Division of Wildlife
Comcast
DIA
FAA
Metro Wastewater Reclamation



Community & Economic Development Department

4430 South Adams County Parkway,
1st Floor, Suite W2000
Brighton, CO 80601-8205
PHONE 720.523.6800 FAX 720.523.6998

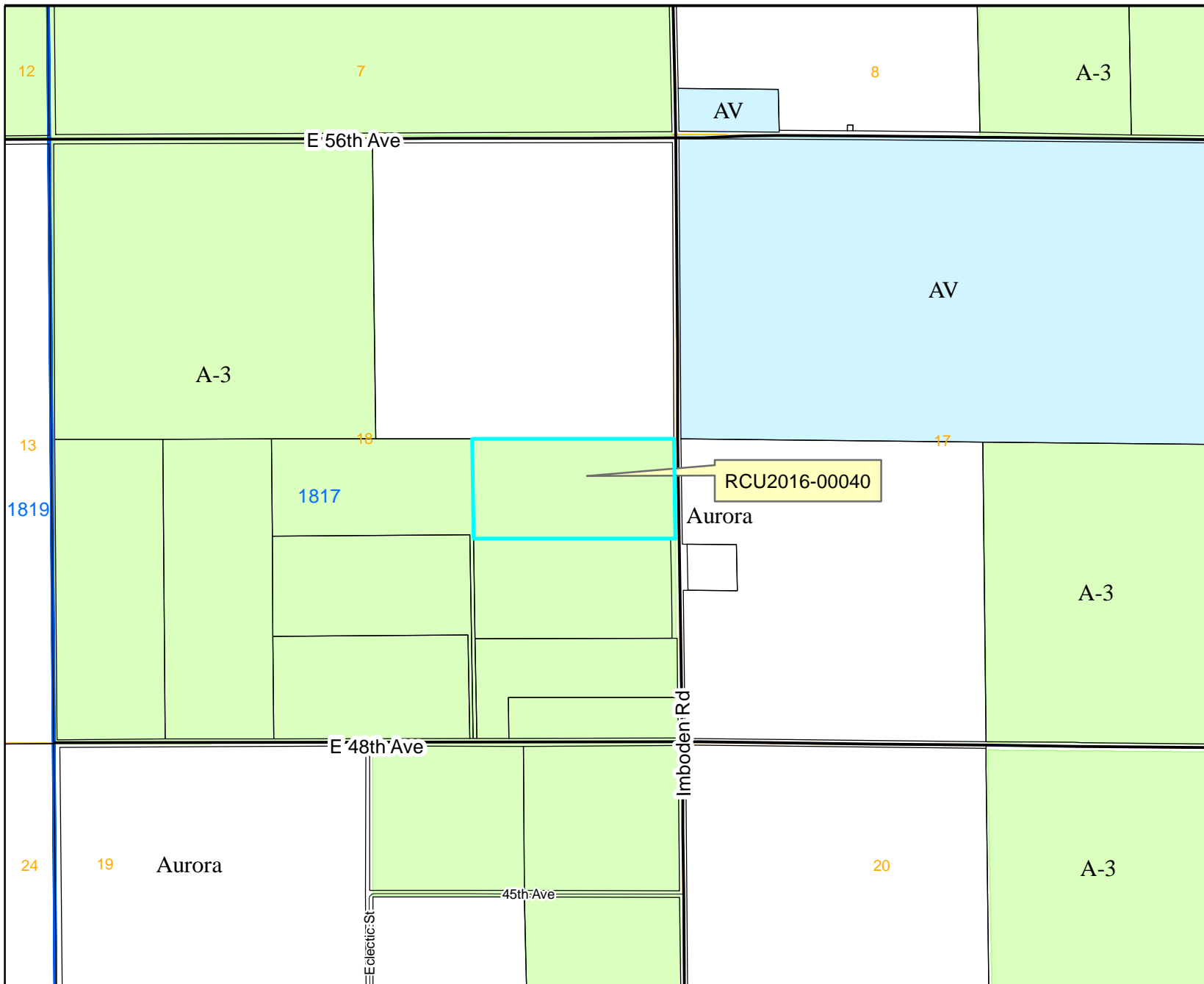
MEMORANDUM

To: Board of County Commissioners
From: Christopher C. LaRue, Senior Planner
Subject: RCU2016-00040, Imboden II Extension
Date: August 15, 2017

ALTERNATIVE RECOMMENDED FINDINGS OF FACT

If the Board of County Commissioners does not concur with the Staff recommendation of Approval, the following findings may be adopted as part of a decision of Denial:

1. The conditional use is not permitted in the applicable zone district.
2. The conditional use is not consistent with the purposes of these standards and regulations.
3. The conditional use will not comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The conditional use is not compatible with the surrounding area, not harmonious with the character of the neighborhood, would be detrimental to the immediate area, would be detrimental to the future development of the area, and would be detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has not addressed all off-site impacts.
6. The site is not suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will not provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are not available and adequate to serve the needs of the conditional use as designed and proposed.



LEGEND

- Special Zoning Conditions
- Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

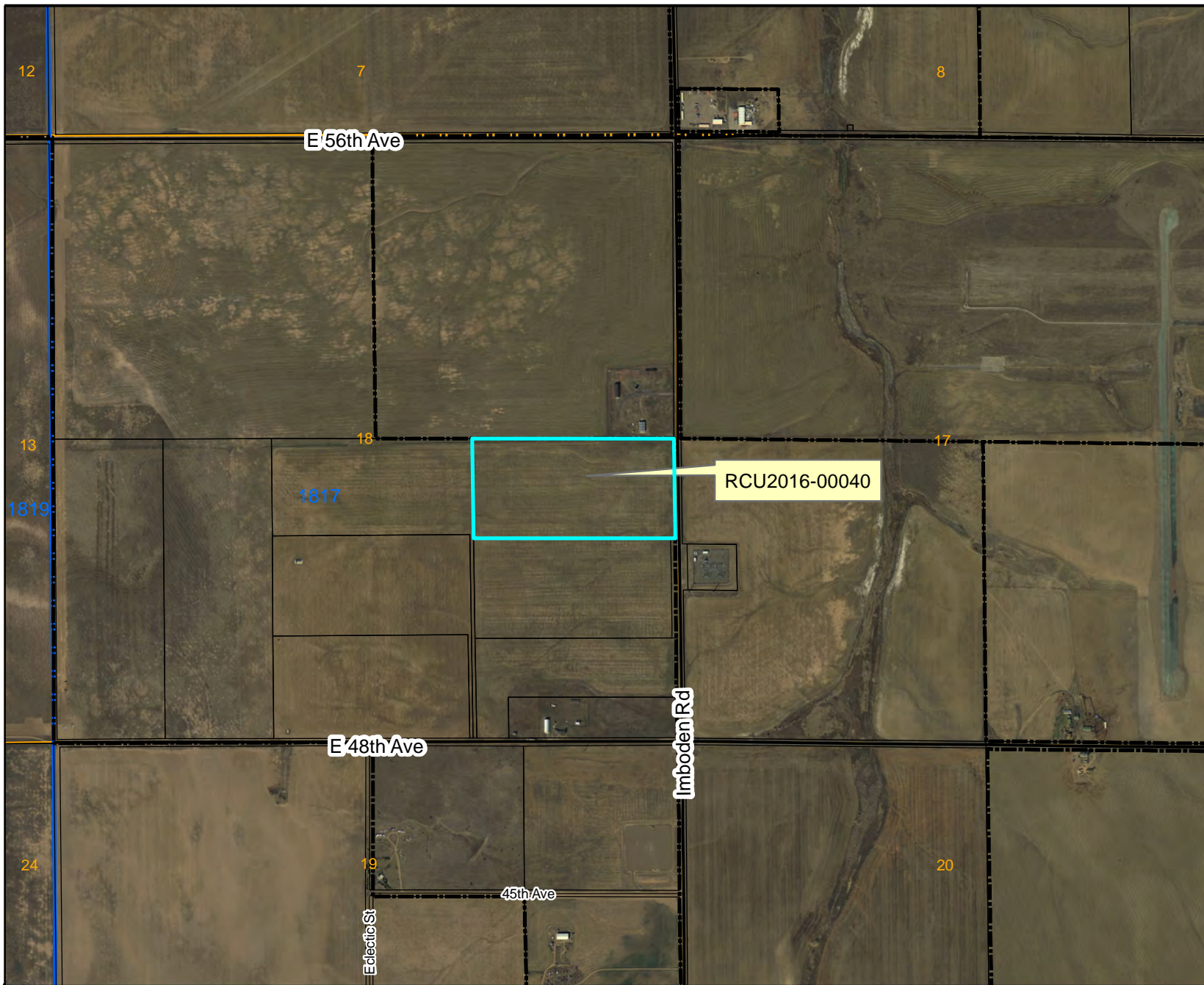
Imboden II Extension
RCU2016-00040



































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LEGEND

-  Special Zoning Conditions
-  Section Numbers
-  Railroad
-  Major Water
-  Zoning Line
-  Sections
- Zoning Districts**
-  A-1
-  A-2
-  A-3
-  R-E
-  R-1-A
-  R-1-C
-  R-2
-  R-3
-  R-4
-  M-H
-  C-0
-  C-1
-  C-2
-  C-3
-  C-4
-  C-5
-  I-1
-  I-2
-  I-3
-  CO
-  PL
-  AV
-  DIA
-  P-U-D
-  P-U-D(P)
-  Airport Noise Overlay

Imboden II Extension

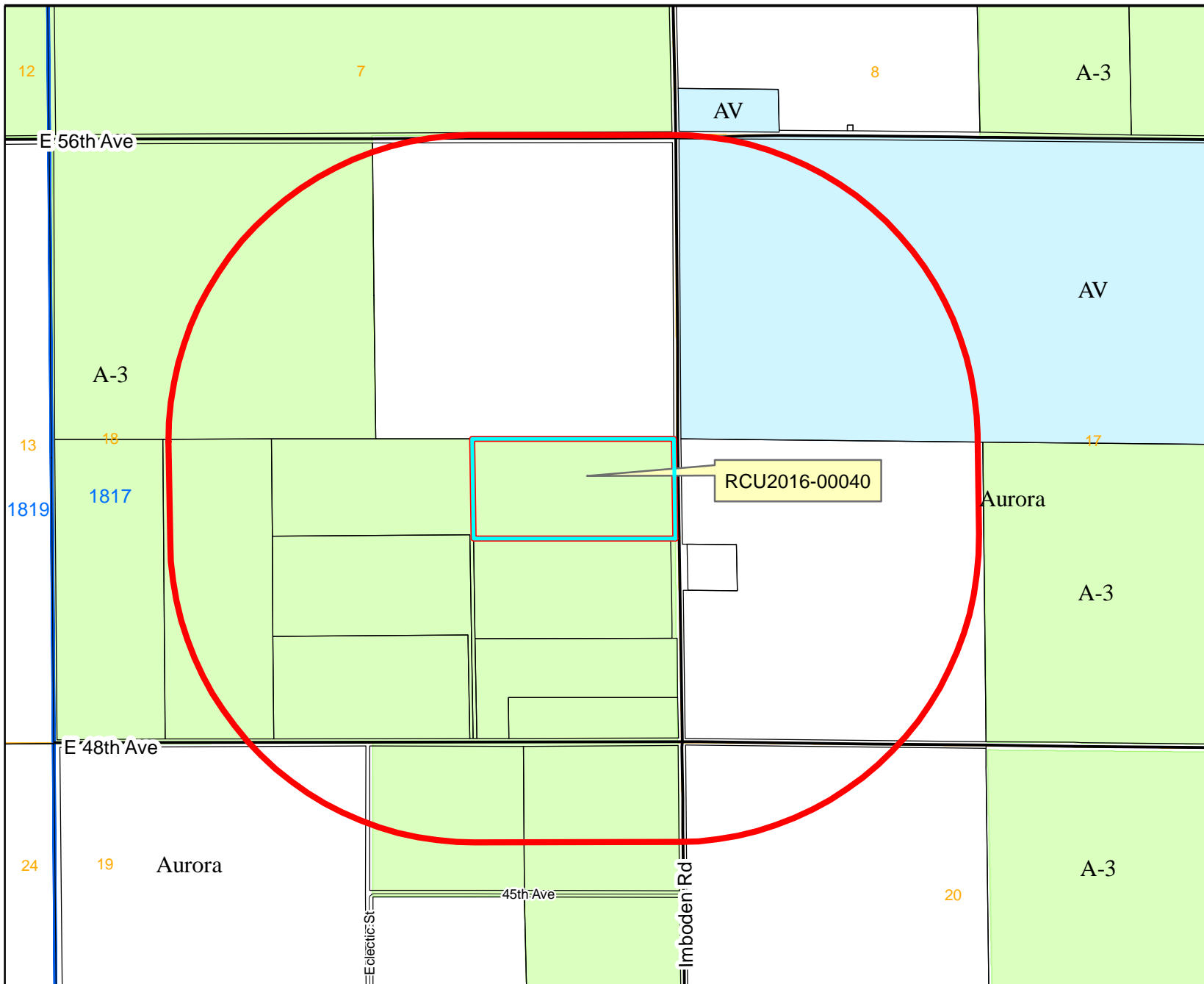
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- Special Zoning Conditions
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- Railroad
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- Zoning Line
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- A-2
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- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
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Imboden II Extension

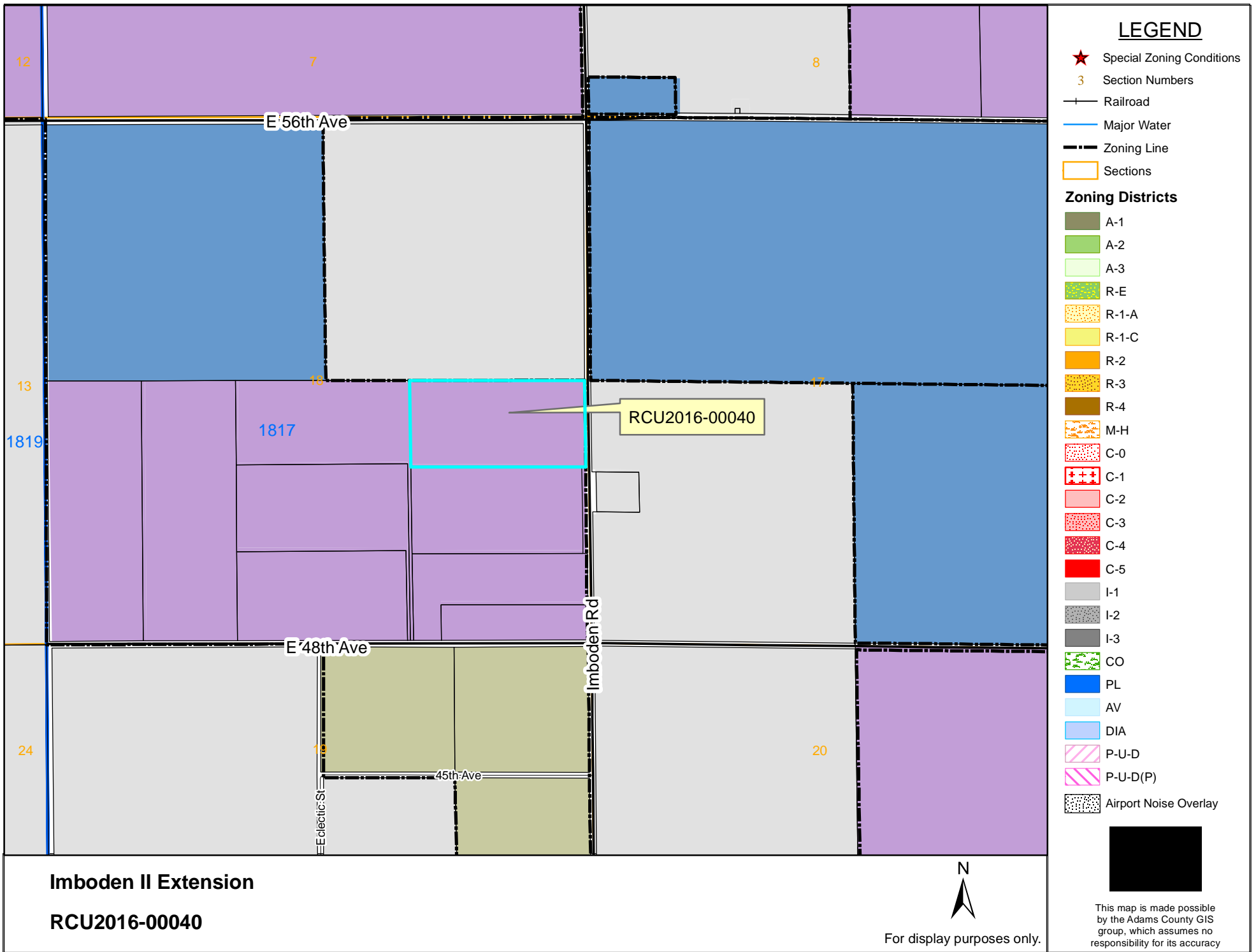
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































Imboden II Extension
RCU2016-00040

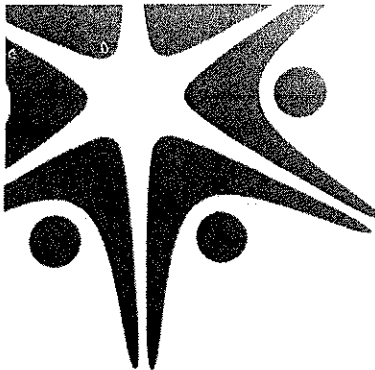


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-  R-3
-  R-4
-  M-H
-  C-0
-  C-1
-  C-2
-  C-3
-  C-4
-  C-5
-  I-1
-  I-2
-  I-3
-  CO
-  PL
-  AV
-  DIA
-  P-U-D
-  P-U-D(P)
-  Airport Noise Overlay

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MAY 4, 2017
CHRIS LARUE
SENIOR PLANNER
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, CO 80601

DEAR CHRIS LARUE,

SunShare Community Solar's original project CUP was approved unanimously on October 20, 2015 was approved for development of solar PV. SunShare still plans on building out the parcel per the conditions set by the original CUP. There have been changes made to the design of the solar garden due to improved solar panels and a different type of inverter system, but the new designed system is within the parameters of the original CUP.

SunShare would like to request an amendment to the Conditional Use Permit (RCU2016-00040.):

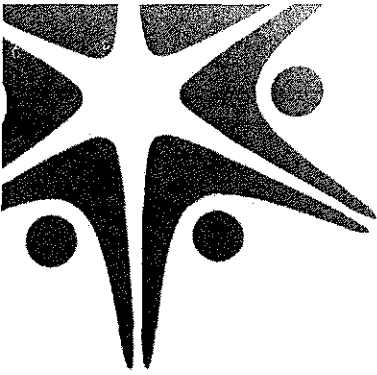
On October 20, 2015 the Adams County Board of Commissioners voted unanimously to approve SunShare's Imboden III Solar Garden CUP. The original CUP expiration is September 29, 2036. We would like to request an extended expiration date August 27, 2038. This is an approximately a two year extension of a 21 year permit

Unfortunately, due to circumstances out of our control, there were delays with Xcel and our materials provider with the boom in solar across the country. This project will have a financier part of the deal to make it work and a requirement of the financier is that the permit remains in place throughout the entirety of the garden life (20 years) including decommissioning(1 year). Due to the delay last year, we are requesting the extension in order to fulfill that requirement of the financier and construct the project.

SunShare would like to clarify changes to project design:

As referenced above, SunShare has made changes to the design of the solar field and would like to make note of the improvements. The original design for the Imboden II Solar Garden was made with 315W solar modules and we have upgraded to 325W modules. This means that each new solar panel can produce a larger amount of energy than the original plan submitted and as a result fewer panels will be required which will reduce the overall footprint of the entire solar garden. SunShare has also decided to utilize string inverters instead of a centralized inverter. Inverters are equipment that switches the direct current generated by solar panels into alternating current which is what goes through the power grid. By making this switch the large central inverter on the equipment pad will be replaced with small inverters that will be





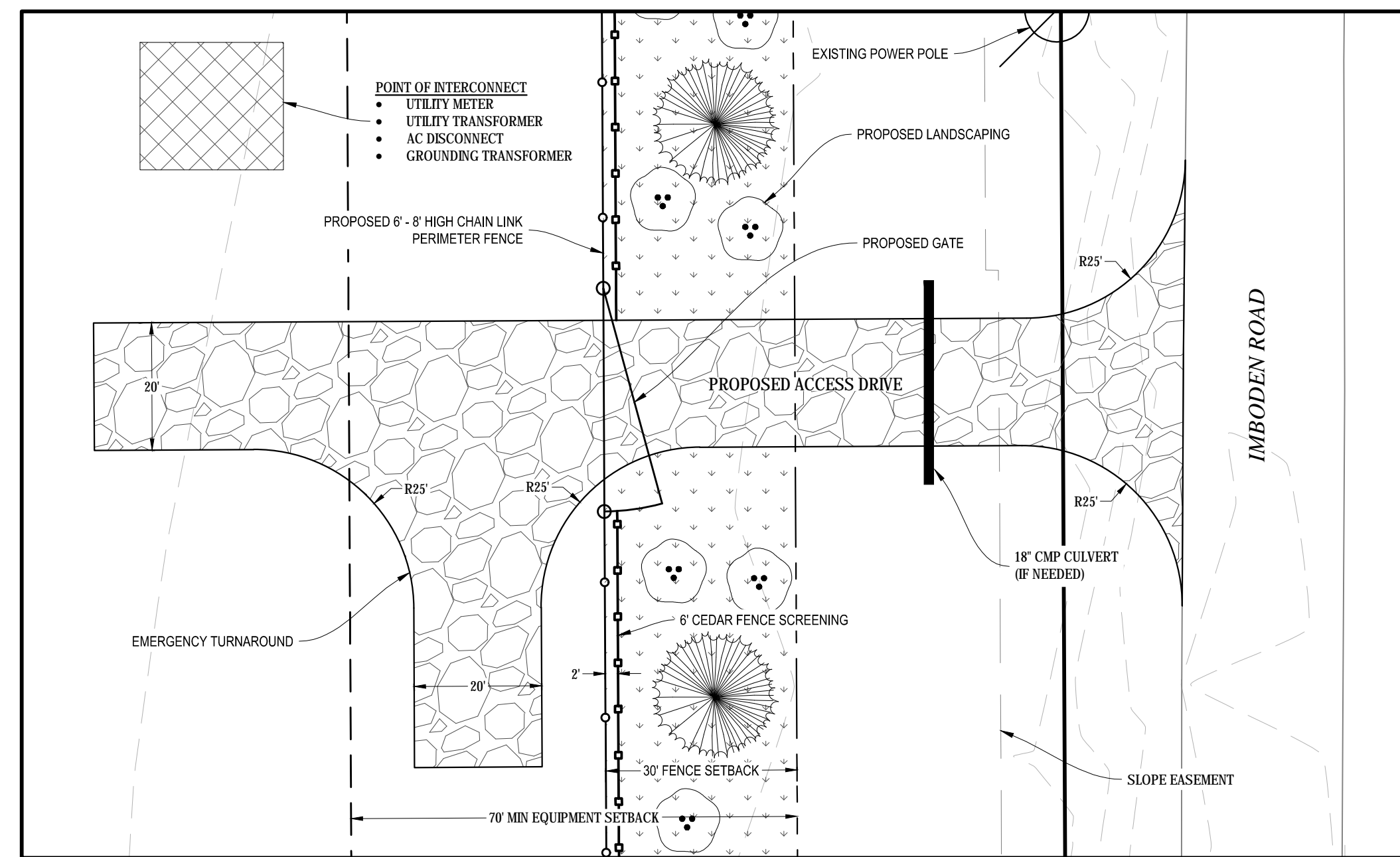
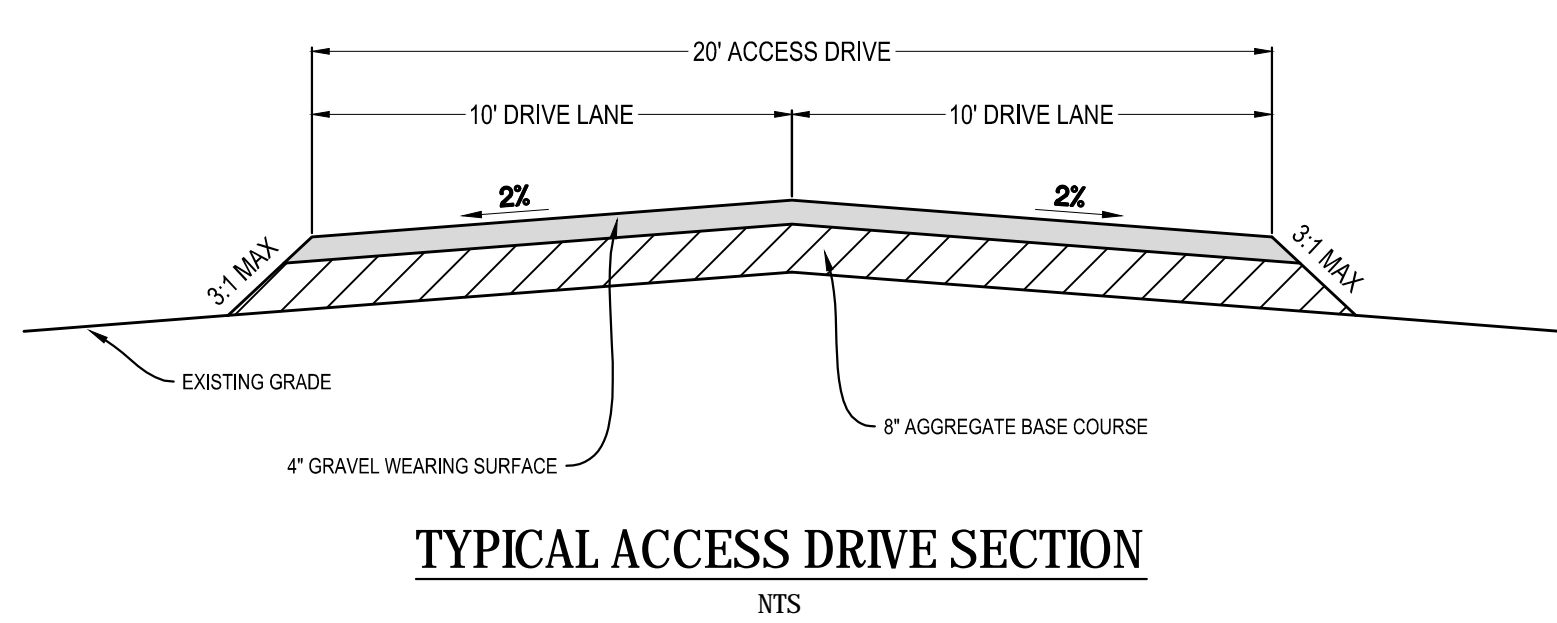
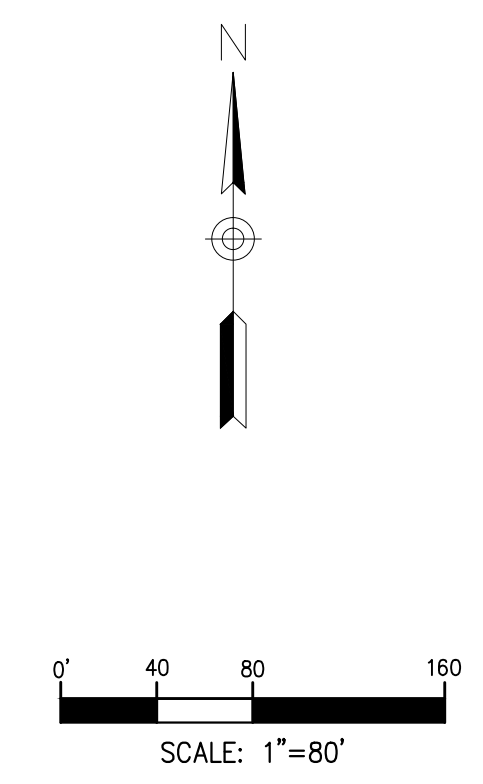
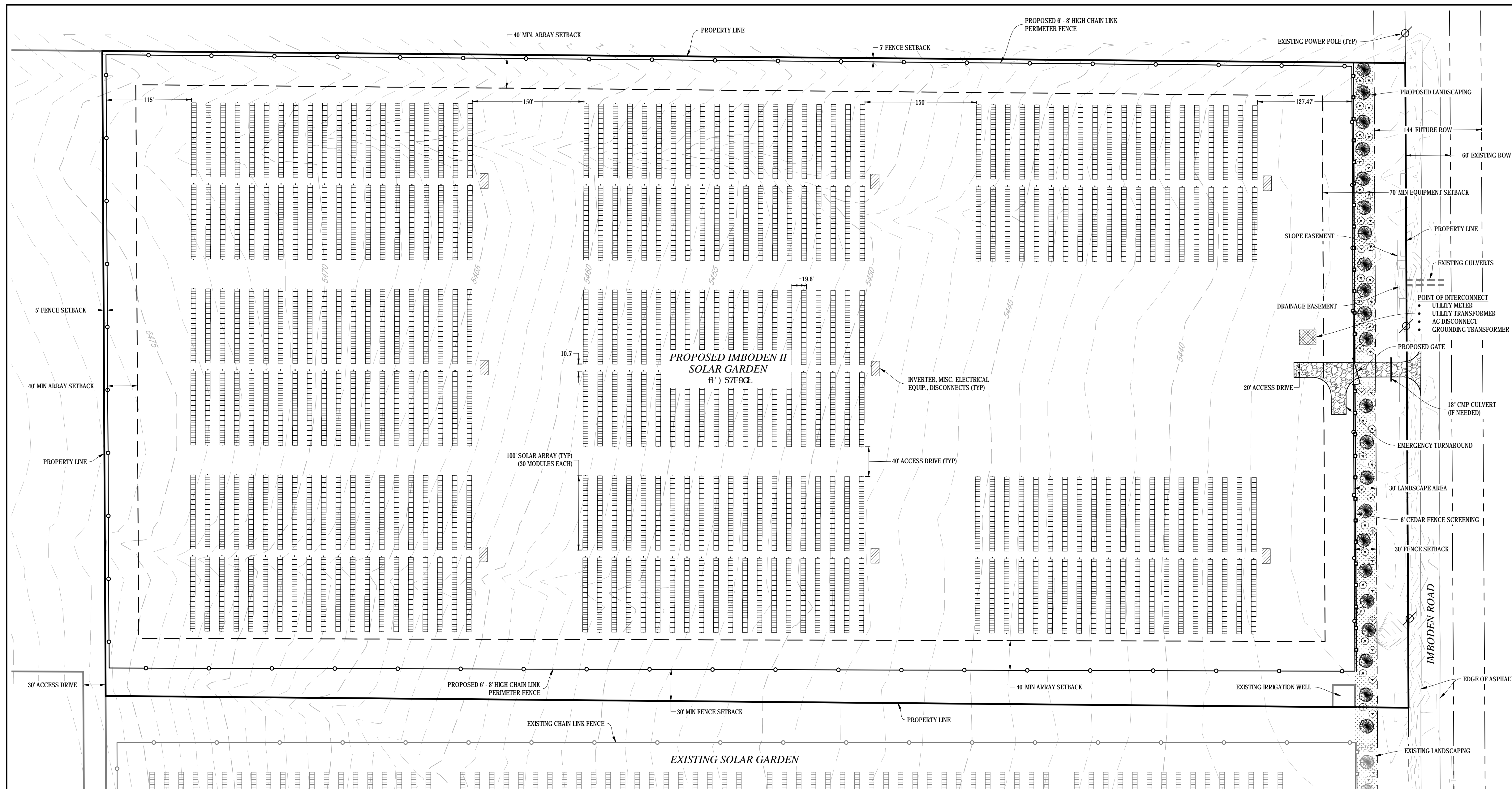
attached directly to the solar modules. None of these changes will violate the conditions of the original CUP.

We appreciate Adams County's general acceptance of solar projects and especially solar gardens thus far. The approval of these amendments will help fulfill the original intentions of the previously approved CUP. In short, we just need more time than originally anticipated to finish our solar developments. These changes will provide the financiers the comfort to release funds so we can pursue construction.

Please contact us if any additional information is needed.

**SINCERELY,
SUNSHARE LLC**





GENERAL NOTES

1. GENERATION FACILITY LAYOUT IS CONCEPTUAL AT THIS TIME. FINAL EQUIPMENT SELECTION AND LOCATIONS, INCLUDING PV ARRAYS, INVERTERS, TRANSFORMERS, AND INTERCONNECTION EQUIPMENT MAY BE SUBJECT TO CHANGE DUE TO DESIGN OR UTILITY INTERCONNECTION REQUIREMENTS OR OTHER FACTORS.
2. THERE ARE NO PROPOSED AREA GRADING ACTIVITIES. IT IS ANTICIPATED THAT THE PV ARRAYS CAN BE SITED AT EXISTING GRADE WITHOUT CLEARING OR GRUBBING OF VEGETATION.
3. TREES ARE NOT OBSERVED WITHIN THE PV ARRAY AREAS. IF NECESSARY, TREES AND SHRUBS ARE TO BE REMOVED AS NECESSARY TO ALLOW FOR THE INSTALLATION OF THE ARRAYS AND TO ELIMINATE SHADING.

 1529 MARKET STREET, SUITE 200 DENVER, COLORADO 80202	
 THE POWER TO GROW	SITE PLAN
IMBODEN II SOLAR GARDEN ADAMS COUNTY, COLORADO	VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING. 0 SCALE
DATE JUNE 25, 2015	FILE 2 SP
DWG SP	SHEET 2 OF 6
NO. DATE DSGN DR BPC DR BPC REV CHK JSO APVD JSO	

REUSE OF DOCUMENTS: THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF ENERTIA CONSULTING GROUP AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF ENERTIA CONSULTING GROUP.



Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Development Review Team Comments

Date: 1/13/2017

Project Number: RCU2016-00040

Project Name: IMBODEN II

Note to Applicant:

The following review comments and information from the Development Review Team is based on submitted documents only. For submission of revisions to applications, a cover letter addressing each staff review comments must be provided. The cover letter must include the following information: restate each comment that require a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff::

Commenting Division: Building Review

Name of Reviewer: Justin Blair

Date: 12/13/2016

Email: jblair@adcogov.org

No Comment

Commenting Division: Engineering Review

Name of Reviewer: Greg Labrie

Date: 01/11/2017

Email: glabrie@adcogov.org

Complete

Eng1; Federal Emergency Management Agency, FEMA FIRM Panels #08001C0690H revised March 5, 2007. According to the FEMA maps, the site is not located in a designated Flood Hazard Area. A Floodplain Use Permit will not be required for any new construction activities on the property.

Eng2; The site is not located within a MS4 Permitted Area, erosion and sediment control BMPs are expected during construction activities.

Eng3; A drainage report and analysis are not required to be submitted to Adams County for review and approval.

Eng4; The proposed development will generate less than 20 vehicles per day. A traffic impact study is not required to be submitted to Adams County for review and approval.

Eng5; No new access is requested. Must use existing single access to property. No other access is permitted by ADCO.

Commenting Division: Environmental Analyst Review

Name of Reviewer: Jen Rutter

Date: 12/13/2016

Email: jrutter@adcogov.org

No Comment

Commenting Division: Parks Review

Name of Reviewer: Aaron Clark

Date: 12/16/2016

Email: aclark@adcogov.org

No Comment

Commenting Division: Planner Review

Name of Reviewer: Chris LaRue

Date: 01/11/2017

Email: clarue@adcogov.org

Resubmittal Required

PLN1. Request a Conditional Use Permit for a Major Energy Facility (Community Solar Garden) in the A-3 zoned district.

PLN2. Per Section 11-02-314 of the Adams County Development Standards and Regulations, Major Energy Facilities include related uses of transmission lines, power plants, and substations.

PLN3. Per Section 3-07-01 of the Adams County Development Standards and Regulations, a Major Energy Facility is allowed as a Conditional Use in every zone district, except Public Lands (P-L) where this use is prohibited.

PLN4. Per Section 2-02-08 and 4-15-07, the Board of County Commissioners (BOCC) is the final decision authority to review and approve/deny Conditional Use Permits. Also, Per Section 2-02-08-05 CUPs are reviewed by the Planning Commission (PC) and BoCC.

PLN5. This request is a major amendment to the permit approved through Case # RCU2015-00020. Specifically, an extension in time is being requested from September 29, 2036 to December 31, 2037. The request also indicates the portions of the overall solar facility would be owned by separate entities.

PLN6. The property is located in the A-3 zoning district. Per Section 3-10-01 the purpose of the Agricultural-3 District is to provide land primarily in holdings of at least thirty-five (35) acres for dryland or irrigated farming, pasturage, or other related food production uses.

PLN7. The use shall comply with all setback requirements of the A-3 zone District:

- Front 50 feet
- Side 10 feet
- Rear 20 feet
- Section Line Road 120 feet
- SH/Arterial/local/collector 50 feet

It appears your site plan will need to be adjusted to meet these requirements.

PLN8. The property is located within the Mixed Use Employment future land use. This land use category allows a mixture of employment uses, including offices, retail, and clean, indoor manufacturing, distribution, warehousing, and airport and technology uses. New Mixed Use Employment areas are designated in locations that will have excellent transportation access and visibility, but are not suitable for residential uses. Large swaths of properties around Denver International Airport, Front Range Airport, and the I-70 corridor are designated for future Mixed Use Employment to preserve future long-term opportunities for employment growth in these areas, but any future development in these areas should be phased and concentrated around where urban services and infrastructure are most readily available.

PLN9. Provide greater detail on the purposes of the extension. The explanation indicates the development timeline is taking longer than expected, but did not provide details as to why it was taking longer.

PLN10. You indicate wanting to share the property with other solar developers under the existing CUP. Since this would be a lease it is assumed there would be no exchange of land resulting in a subdivision? Please confirm.

PLN11. The explanation indicates this would be a lease arrangement. How might this impact the existing site plan? Would the overall project still be developed under the constraints of the existing CUP? Would these other entities try to request an extension of the permit in the future?

PLN12. Overall, staff does not have any objections to the request.

From: [Chris Raines](#)
To: [Chris LaRue](#)
Subject: RE: RCU2016-00040 Imboden II extension request for comments
Date: Tuesday, December 20, 2016 11:49:07 AM

Thank you Chris!, Have a great holiday ☺

Thank you for your time and consideration

Chris Raines

Bennett Park and Recreation District

455 S. 1st St,
Bennett CO 80102
303.644.5040

From: Chris LaRue [mailto:CLaRue@adcogov.org]
Sent: Tuesday, December 20, 2016 10:32 AM
To: Chris LaRue
Cc: Greg Barnes
Subject: RCU2016-00040 Imboden II extension request for comments

The Adams County Planning Commission and Board of County Commissioners are requesting comments on the following request:

**Request for amendment to an approved conditional use permit for a solar garden facility.
The proposed amendment would extend the expiration date by 15 months.**

This request is located at: 5135 IMBODEN RD

The Assessor's Parcel Number is: 0181700000323

Applicant Information: SUNSHARE LLC
IMBODEN II SOLAR LLC
5135 IMBODEN ROAD
DENVER, CO 80202

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 (720) 523-6800 by **01/12/2017** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to CLaRue@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.



1313 Sherman Street, Room 821
Denver, CO 80203

December 20, 2016

Chris LaRue
Adams County Planning & Development Department
Transmission via email: CLaRue@adcogov.org

RE: Imboden II Extension
Project Number: RCU2016-00040
S1/2, Section 18, T3S, R64W, 6th P.M.
Water Division 1, Water District 1

Dear Mr. LaRue:

We have reviewed the above referenced referral received August 25, 2014. This referral does not appear to qualify as a “subdivision” as defined in Section § 30-28-101(10)(a), C.R.S., pursuant to the State Engineer’s March 4, 2005 and March 11, 2011 memorandums to county planning directors, this office will only perform a cursory review of the referral information and provide comments. The comments will not address the adequacy of the water supply plan for this proposal or the ability of the water supply plan to satisfy any County regulations or requirements. In addition, the comments provided herein cannot be used to guarantee a viable water supply plan or infrastructure, the issuance of a well permit, or physical availability of water.

The Applicant is requesting an amendment to an approved conditional use permit for a solar garden facility. According to the referral information no water will be required for this project.

According to the records available in the State Engineer’s Office there is an existing well located on the subject property. The well was constructed on June 25, 2015 under permit no. 78826-F and re-permitted under permit no. 79898-F. The permitted uses are irrigation and commercial. Permit no. 79898-F has an expiration date of May 27, 2017. If a pump is not installed, or an extension is not granted, prior to that date the well permit will expire.

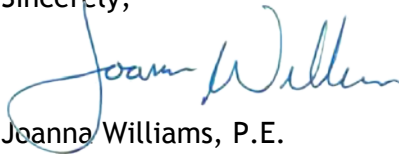
As long as the well is operated in accordance with the terms and conditions of the well permit our office has no concern with this project.



Imboden II Extension
December 20, 2016
Page 2 of 2

Should you have any questions, please contact me at 303-866-3581 x8265.

Sincerely,

A handwritten signature in blue ink that reads "Joanna Williams". The signature is written in a cursive style with a large initial "J".

Joanna Williams, P.E.
Water Resource Engineer

Cc: Permit file 79898-F



From: [Dave Ruppel](#)
To: [Chris LaRue](#)
Cc: [Greg Barnes](#)
Subject: RE: RCU2016-00040 Imboden II extension request for comments
Date: Tuesday, December 20, 2016 12:18:47 PM

Chris,

This extension is acceptable from the Airport's perspective. Thanks,

Dave Ruppel



David E. Ruppel | Airport Director | Adams County | 5200 Front Range Parkway | Watkins, CO 80137
Cell 970-846-3626 | Main 303-261-9103 | Direct 720-523-7310 | Fax 303-261-9195
DRuppel@ftg-airport.com | www.ftg-airport.com

From: Chris LaRue
Sent: Tuesday, December 20, 2016 10:32 AM
To: Chris LaRue
Cc: Greg Barnes
Subject: RCU2016-00040 Imboden II extension request for comments

The Adams County Planning Commission and Board of County Commissioners are requesting comments on the following request:

**Request for amendment to an approved conditional use permit for a solar garden facility.
The proposed amendment would extend the expiration date by 15 months.**

This request is located at: 5135 IMBODEN RD

The Assessor's Parcel Number is: 0181700000323

Applicant Information: SUNSHARE LLC
IMBODEN II SOLAR LLC
5135 IMBODEN ROAD
DENVER, CO 80202

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 (720) 523-6800 by **01/12/2017** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to CLaRue@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.



Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

January 11, 2017

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Chris LaRue

Re: Emboden II Extension, Case # RCU2016-00040

Public Service Company of Colorado (PSCo) has reviewed the plans for **Emboden II Extension** and has **no apparent conflict**.

Please be aware PSCo owns and operates existing overhead electric distribution facilities along Imboden Road. Should the project require any new gas or electric service or modification to existing facilities, the property owner/developer/contractor must contact the **Builder's Call Line** at 1-800-628-2121 to complete the application process. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Sincerely,

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado

CERTIFICATE OF POSTING



I, Christopher C. La Rue do hereby certify that I had the property posted at

5135 Imboden Road

on June 27, 2017

in accordance with the requirements of the Adams County Zoning Regulations

Christopher C. La Rue

Christopher C. La Rue

Community & Economic
Development Department
Development Services Division
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Public Hearing Notification

Case Names: Imboden II & Imboden III Solar Projects
Case Numbers: RCU2016-00040, RCU2016-00041
Planning Commission Hearing Date: 07/13/2017 at 6:00 p.m.
Board of County Commissioners Hearing Date: 08/15/2017 at 9:30 a.m.

June 27, 2017

Public hearings have been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following requests:

Requests to amend two Conditional Use Permits, approved in 2016, for solar gardens in an A-3 zone district. The requests will extend the expiration date for both conditional use permits.

These requests are each located on 35 acres at 5135 Imboden Road and 33975 E 48th Avenue. The Assessor's Parcel Numbers are 0181700000320 and 0181700000323.

The applicant information for both cases is: Sunshare LLC, 1441 18th St., Ste. 400, Denver, CO 80202

The hearings will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. These will be a public hearings and any interested parties may attend and be heard. The Applicant's and Representative's attendance at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding these cases, please contact the Department of Community and Economic Development, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Greg Barnes / Christopher C. LaRue
Case Managers

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

Community & Economic
Development Department
Development Services Division
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Request for Comments

Case Name:	IMBODEN II EXTENSION
Case Number:	RCU2016-00040

December 20, 2016

The Adams County Planning Commission and Board of County Commissioners are requesting comments on the following request:

Request for amendment to an approved conditional use permit for a solar garden facility. The proposed amendment would extend the expiration date by 15 months.

This request is located at: 5135 IMBODEN RD

The Assessor's Parcel Number is: 0181700000323

Applicant Information: SUNSHARE LLC
IMBODEN II SOLAR LLC
5135 IMBODEN ROAD
DENVER, CO 80202

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 (720) 523-6800 by **01/12/2017** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to CLaRue@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Christopher C. LaRue
Senior Planner

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Jan Pawlowski
DISTRICT 5

PUBLICATION REQUEST

Exhibit 6.4

IMBODEN II EXTENSION

Case Number: RCU2016-00040

Planning Commission Hearing Date: July 13, 2017 at 6:00 p.m.

Board of County Commissioners Hearing Date: August 15, 2017 at 9:30 a.m.

Request: Request for amendment to an approved conditional use permit for a solar garden facility. The proposed amendment would extend the expiration date.

Location: 5135 Imboden Road

Parcel Number: 0181700000323

Case Manager: Chris LaRue

Case Technician: Megan Ulibarri

Applicant: SUNSHARE, LLC
1441 18TH ST., STE. 400,
DENVER, CO 80202

Owner: IMBODEN II SOLAR LLC
1441 18TH ST STE 400
DENVER, CO 80202-5929

Legal Description: Sect, Twn, Rng: 18-3-64 Desc: Pt Of The S2 Of Sec 18 Desc As Fol5 Beg At The Se Cor Of Sec 18 Th N Ood 17m 44s W 30 Ft Th N 89d 30m 07s W 30 Ft Th Cont N 89d 39m 07s W 1755/36 Ft Th N Ood 17m 44s W 1737/44 Ft To The Pob Th N Ood 17m 44s W 868/72 Ft Th 5 89d 28m 58s E 1755/37 Ft Th 5 Ood 17m 44s E 868/52 Ft Th N 89d 29m 21s W 1755/37 Ft To The Pob 35a

ADAMS COUNTY
4430 S ADAMS COUNTY PKWY 5TH FLOOR
BRIGHTON CO 80601-8222

ROSEMAR VENTURERS
63687 E HAVEN LN
TUCSON AZ 85739-2124

CITY OF AURORA
15151 E ALAMEDA PKWY 3RD FLOOR
AURORA CO 80012

WEP TRANSPORT HOLDINGS LLC 58.76% & TREE
21.24% & COLORADO MAVERICK COMPANY LLC 2
PO BOX 7068
RANCHO SANTA FE CA 92067-7068

CO LAND ACQUISITIONS LLC
1441 18TH ST STE 400
DENVER CO 80202-5929

COLORADO SHARED SOLAR I LLC
211 CARNEGIE CTR
PRINCETON NJ 08540-6213

JOBES ROY A
623 E 111TH PLACE
NORTHGLENN CO 80233

KAMERRA LLC
1250 S BUCKLEY RD UNIT I-246
AURORA CO 80017-4150

METHVEN MARIANNE
3405 PECAN PARK DR
FLOWER MOUND TX 75022

PARK JE KYUNG
34195 EAST 48TH AVE
WATKINS CO 80137

PUBLIC SERVICE CO OF COLORADO
C/O PROPERTY AND LOCAL TAXES
PO BOX 1979
DENVER CO 80201-1979

ROBSON RONALD E AND
ROBSON CYNTHIA A
BOX 252
WATKINS CO 80137-0252



Referral Listing
Case Number RCU2016-00040
IMBODEN II EXTENSION

Agency	Contact Information
Adams County Development Services - Building	Justin Blair 4430 S Adams County Pkwy Brighton CO 80601 720-523-6825 JBlair@adcogov.org
BENNETT FIRE DISTRICT #7	CHIEF EARL CUMELY 825 SHARIS CT BENNETT CO 80102 303-644-3434 ecumley941@aol.com
BENNETT FIRE DISTRICT #7	Captain Caleb J Connor 825 SHARIS CT BENNETT CO 80102 303-532-7733 CalebConnor@BennettFireRescue.org 303-644-3572
BENNETT PARK AND RECREATION	Chris Raines PO BOX 379 455 S. 1ST ST. BENNETT CO 80102-0379 303-644-5041 Director@bennettrec.org
BENNETT SCHOOL DISTRICT 29J	Robin Purdy 615 7TH ST. BENNETT CO 80102 303-644-3234 Ext: 8203 robinp@bsd29j.com
BOX ELDER WATER AND SANITATION DISTRICT	BARBARA VANDER WALL c/o Collins, Cockrel, & Cole P.C. 390 Union Boulevard, Suite 400 Lakewood CO 80228 303 770-2700
CDPHE - AIR QUALITY	JAMES A. DILEO 4300 CHERRY CREEK DRIVE SOUTH DENVER CO 80246-1530 303-692-3127 jim.dileo@state.co.us
CDPHE - WATER QUALITY PROTECTION SECT	Patrick Pfaltzgraff 4300 CHERRY CREEK DRIVE SOUTH WQCD-B2 DENVER CO 80246-1530 303-692-3509 patrick.j.pfaltzgraff@state.co.us

Agency

Contact Information

CDPHE SOLID WASTE UNIT

Andy Todd
4300 CHERRY CREEK DR SOUTH
HMWMD-CP-B2
DENVER CO 80246-1530
303.691.4049
Andrew.Todd@state.co.us

Century Link, Inc

Brandyn Wiedrich
5325 Zuni St, Rm 728
Denver CO 80221
720-508-3724 720-245-0029
brandyn.wiedrich@centurylink.com

CITY OF AURORA - WATER AND SAN. DEPT.

PETER BINNEY
15151 E ALAMEDA PKWY #3600
AURORA CO 80012
303-739-7370
pbinney@ci.aurora.co.us

CITY OF AURORA ATTN: PLANNING DEPARTMENT

. .
15151 E ALAMEDA PKWY 2ND FLOOR
AURORA CO 80012
(303) 739-7542
cglore@auroragov.org

Code Compliance Supervisor

Eric Guenther
eguenther@adcogov.org
720-523-6856
eguenther@adcogov.org

COLO DIV OF WATER RESOURCES

Joanna Williams
OFFICE OF STATE ENGINEER
1313 SHERMAN ST., ROOM 818
DENVER CO 80203
303-866-3581
joanna.williams@state.co.us

COLORADO DIVISION OF WILDLIFE

Eliza Hunholz
Northeast Regional Engineer
6060 BROADWAY
DENVER CO 80216-1000
303-291-7454
eliza.hunholz@state.co.us

COLORADO DIVISION OF WILDLIFE

JOSEPH PADIA
6060 BROADWAY
DENVER CO 80216
303-291-7132
joe.padia@state.co.us

COMCAST

JOE LOWE
8490 N UMITILLA ST
FEDERAL HEIGHTS CO 80260
303-603-5039
thomas_lowe@cable.comcast.com

COUNTY ATTORNEY- Email

Christine Francescani
CFrancescani@adcogov.org
6884

Agency

Contact Information

DEPT. OF AVIATION DENVER INTERNATIONAL AIRPORT	Poole Bill 8500 PENA BLVD. DENVER CO 80249 303-342-2601
Engineering Department - ROW	Transportation Department PWE - ROW 303.453.8787
Engineering Division	Transportation Department PWE 6875
ENVIRONMENTAL ANALYST	Jen Rutter PLN 6841
FEDERAL AVIATION ADMINISTRATION	LINDA BRUCE 26805 E 68TH AVENUE, #224 DENVER CO 80249-6361 303-342-1264 linda.bruce@faa.gov
FRONT RANGE AIRPORT	Dave Ruppel 5200 FRONT RANGE PARKWAY WATKINS CO 80137-7131 303-261-9100 druppel@ftg-airport.com
METRO WASTEWATER RECLAMATION	CRAIG SIMMONDS 6450 YORK ST. DENVER CO 80229 303-286-3338 CSIMMONDS@MWRD.DST.CO.US
NS - Code Compliance	Gail Moon gmoon@adcogov.org 720.523.6833 gmoon@adcogov.org
Parks and Open Space Department	Nathan Mosley mpedrucci@adcogov.org aclark@adcogov.org (303) 637-8000 nmosley@adcogov.org
SHERIFF'S OFFICE: SO-HQ	MICHAEL McINTOSH nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcogov.org snielson@adcogov.org (303) 654-1850 aoverton@adcogov.org; mkaiser@adcogov.org; snielson@adcogov.org
Sheriff's Office: SO-SUB	SCOTT MILLER TFuller@adcogov.org, smiller@adcogov.org aoverton@adcogov.org; mkaiser@adcogov.org 720-322-1115 smiller@adcogov.org

Agency

Contact Information

TRI-COUNTY HEALTH DEPARTMENT

Sheila Lynch
6162 S WILLOW DR, SUITE 100
GREENWOOD VILLAGE CO 80111
720-200-1571
landuse@tchd.org

TRI-COUNTY HEALTH DEPARTMENT

MONTE DEATRICH
4201 E. 72ND AVENUE SUITE D
COMMERCE CITY CO 80022
(303) 288-6816
mdeatrich@tchd.org

Tri-County Health: Mail CHECK to Sheila Lynch

Tri-County Health
landuse@tchd.org
.

Xcel Energy

Donna George
1123 W 3rd Ave
DENVER CO 80223
303-571-3306
Donna.L.George@xcelenergy.com

Xcel Energy

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1123 W 3rd Ave
DENVER CO 80223
303-571-3306
Donna.L.George@xcelenergy.com

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Government Center in Brighton, Colorado on the 20th day of October, 2015 there were present:

Charles "Chaz" Tedesco _____	Commissioner
Steve O'Dorisio _____	Excused
Eva J. Henry _____	Commissioner
Erik Hansen _____	Commissioner
Jan Pawlowski _____	Commissioner
Heidi Miller _____	County Attorney
Erica Hannah _____	Excused

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

RESOLUTION APPROVING APPLICATION IN CASE #RCU2015-00020 IMBODEN II SOLAR PROJECT

Resolution 2015-560

WHEREAS, this case involved a Request for a Conditional Use Permit for a Major Energy Facility (Community Solar Garden) in the A-3 zone district.

APPROXIMATE LOCATION: 5135 Imboden Road (Parcel # 0181700000323).

LEGAL DESCRIPTION:

A PART OF THE SOUTHERN HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 64

WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 18;

THENCE NORTH 00°17'44" WEST ALONG THE EAST LINE OF SAID SOUTHEAST ONE- QUARTER 30.00 FEET;

THENCE NORTH 89°30'07" WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER 30.00 FEET TO THE POINT OF INTERSECTION OF THE WEST RIGHT OF WAY LINE OF IMBODEN ROAD AND THE NORTH RIGHT OF WAY LINE OF EAST 48TH AVENUE;

THENCE CONTINUING NORTH 89°30'07" WEST ALONG SAID NORTH RIGHT OF WAY LINE OF EAST 48TH AVENUE A DISTANCE OF 1755.36 FEET;

THENCE NORTH 00°17'44" WEST A DISTANCE OF 1737.44 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°17'44" WEST A DISTANCE OF 868.72 FEET; THENCE SOUTH 89°28'58" EAST A DISTANCE OF 1755.37 FEET; THENCE SOUTH 00°17'44" EAST A DISTANCE OF 868.52 FEET;

THENCE NORTH 89°29'21" WEST A DISTANCE OF 1755.37 FEET TO THE POINT OF BEGINNING ("Property").

WHEREAS, the Adams County Planning Commission held a public hearing on the application on the 24th day of September, 2015, and forwarded a recommendation of APPROVAL to the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners held a public hearing on the application on the 20th day of October, 2015; and

WHEREAS, substantial testimony was presented by members of the public and the applicant.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that based upon the evidence presented at the hearing and the recommendation of the Adams County Planning Commission, the application in this case is hereby APPROVED based upon the following findings of fact and subject to the fulfillment of the following conditions by the applicant:

FINDINGS OF FACT

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

Conditions Precedent:

1. The applicant shall present a final and fully executed Purchase Power Agreement (PPA) and Interconnection Agreement with Xcel prior to the issuance of building permits.
2. Prior to construction, the applicant shall provide a landscaping and screening plan that conforms to the County's Development Standards and Regulations to the Department of Community and Economic Development. The plan shall include the following:
 - a. Screen fencing shall be located on the interior of any landscaping to deter long continuous runs of fencing.
 - b. Landscaping must be installed along all road frontages and shall meet one of the requirements found within the required lot landscaping section.
 - c. Long runs of fencing shall be varied to create visual variety and to provide planting pockets between the fence and the roads or neighboring properties. The applicant shall apply this principle to their landscaping plan.
 - d. Phasing of additional landscaping buffers on the north and west property lines is permissible. The buffers shall conform to Bufferyard C and would be triggered when development plans are approved for the adjacent properties.
3. The applicant shall dedicate forty-two feet of right-of-way for Imboden Road.

Conditions:

1. This Conditional Use Permit shall expire on September 29, 2036.

2. The site shall be maintained and kept in order at all times. This includes keeping weeds trimmed and under control pursuant to Section 4-17 of the Adams County Development Standards and Regulations.
3. All setbacks for the A-3 zone District contained in Section 3-10 of the Adams County Development Standards and Regulations shall be followed.
4. The applicant shall take access from the SunShare solar project from the south.

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

Tedesco	_____	Aye
O'Dorisio	_____	Excused
Henry	_____	Aye
Hansen	_____	Aye
Pawlowski	_____	Aye
Commissioners		

STATE OF COLORADO)
 County of Adams)

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

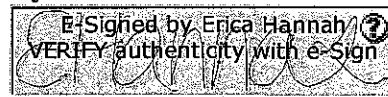
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 20th day of October, A.D. 2015.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Stan Martin:



By:



Deputy

Imboden II Solar Project

RCU2016-00040

August 15, 2017

Board of County Commissioners

Department of Community and Economic Development

Case Manager: Chris LaRue

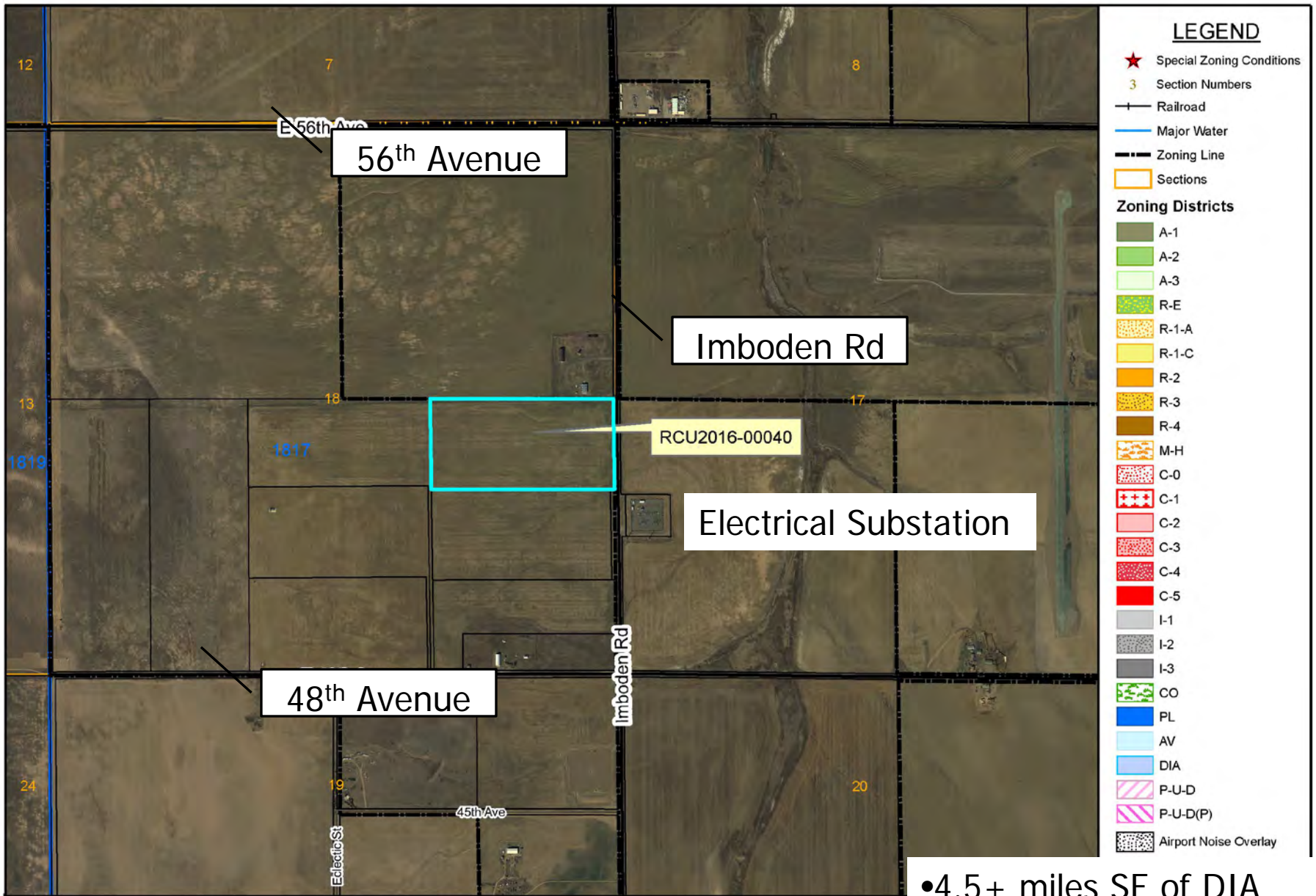


Request

- Conditional Use Permit amendment
 - Extend the expiration date (9/29/26 to 8/27/38)
 - Alter the arrangement of solar panels

Background

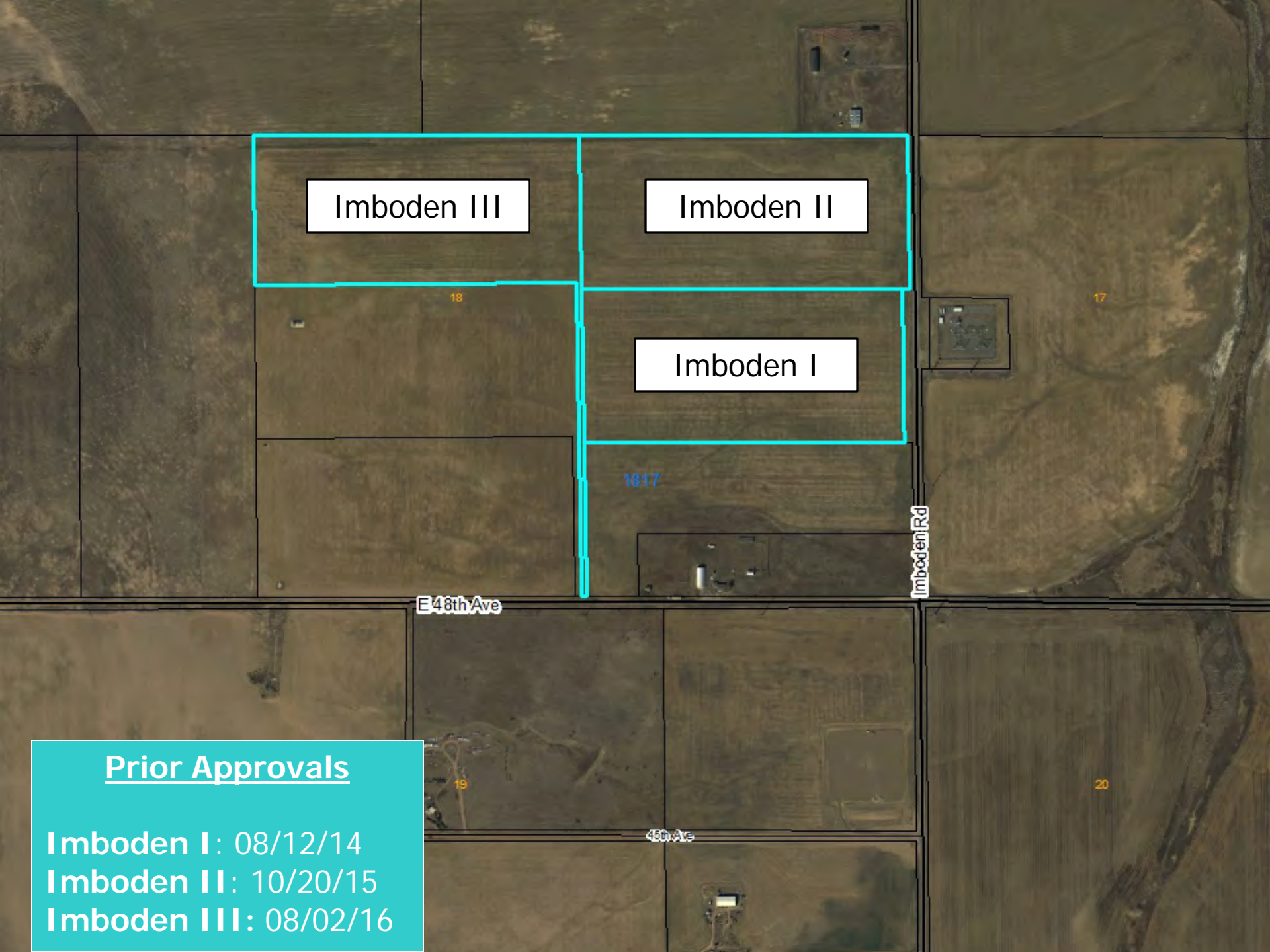
- Originally approved by BoCC on 10/20/15 (RCU2015-00020)
- Part of Xcel's Solar Rewards community program
- Change expiration due to delayed construction:
 - Delayed due to discussion of allocation of credits



Imboden II Extension

RCU2016-00040

- 4.5+ miles SE of DIA
- 2 miles west of FRA
- 3 miles north of Bennett



Imboden III

Imboden II

Imboden I

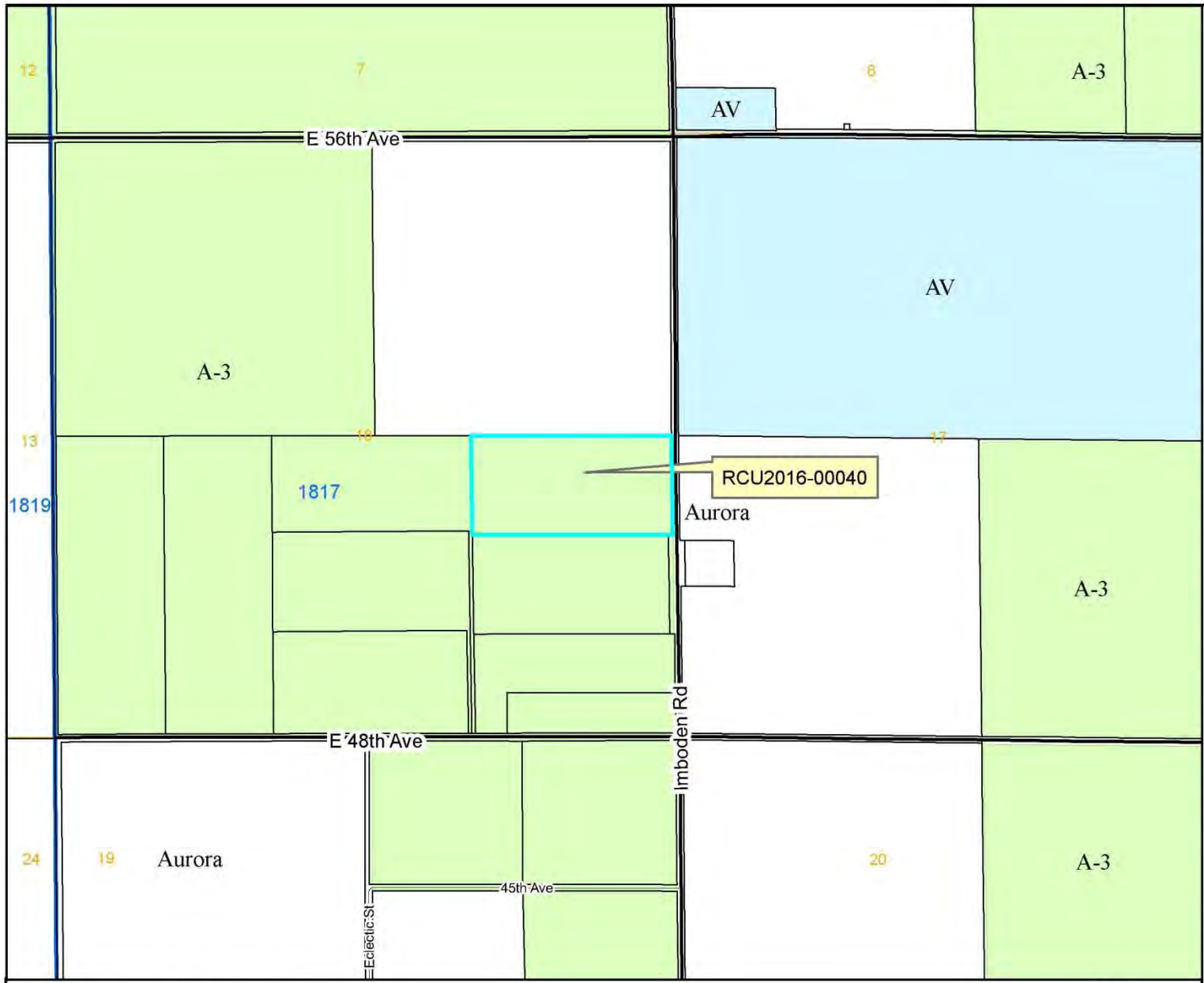
E 48th Ave

Imboden Rd

48th Ave

Prior Approvals

Imboden I: 08/12/14
Imboden II: 10/20/15
Imboden III: 08/02/16



LEGEND

- ★ Special Zoning Conditions
 - 3 Section Numbers
 - Railroad
 - Major Water
 - Zoning Line
 - Sections
- Zoning Districts**
- A-1
 - A-2
 - A-3
 - R-E
 - R-1-A
 - R-1-C
 - R-2
 - R-3
 - R-4
 - M-H
 - C-0
 - C-1
 - C-2
 - C-3
 - C-4
 - C-5
 - I-1
 - I-2
 - I-3
 - CO
 - PL
 - AV
 - DIA
 - P-U-D
 - P-U-D(P)
 - Airport Noise Overlay

Imboden II Extension
RCU2016-00040

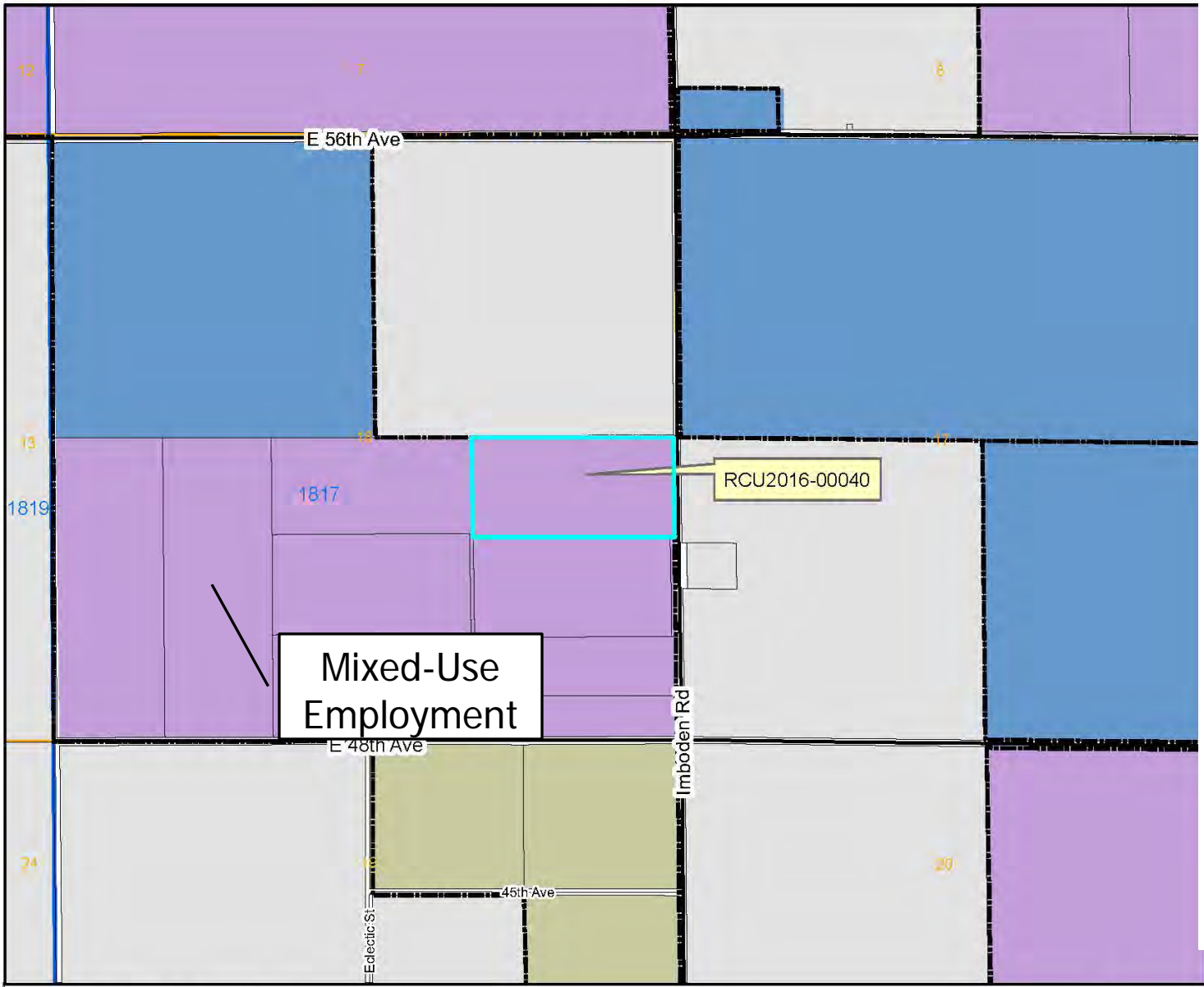
Zoning Map



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



Mixed-Use Employment:

- Employment centers
- Light industrial, office use

Mixed-Use Employment

RCU2016-00040

Imboden II Extension
RCU2016-00040



For display purposes only.

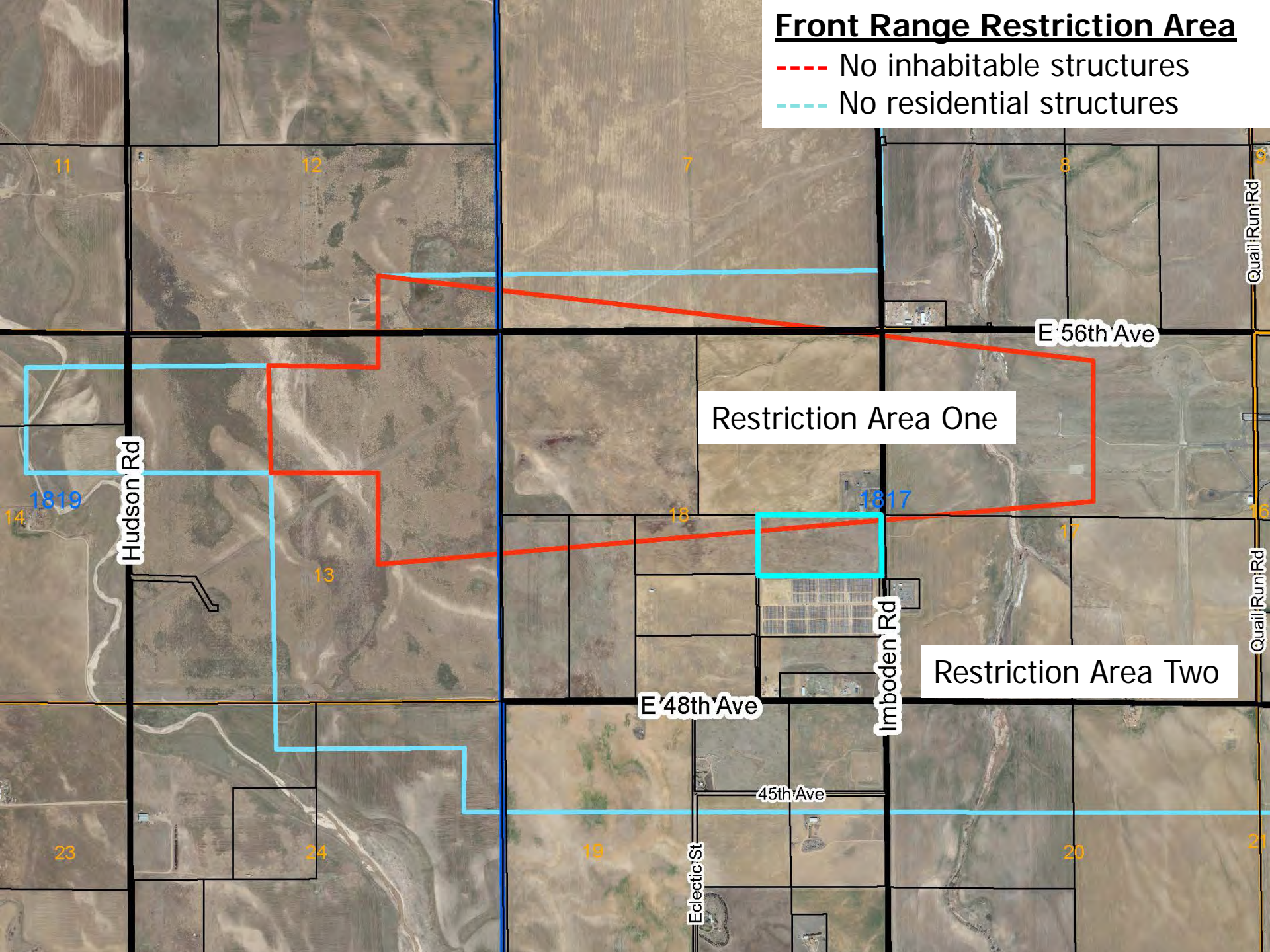


This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

Front Range Restriction Area

--- No inhabitable structures

--- No residential structures



Restriction Area One

Restriction Area Two

IMBODEN II SOLAR GARDEN
 (QUANDARY SOLAR LLC)
 Xcel SRC # 042458

5135 IMBODEN RD
 WATKINS, CO 80137

DESIGNER: DW & GE
 REVIEWER:
 DATE: 3/1/2017

Tilt Angle: Tracking/ Azimuth 180

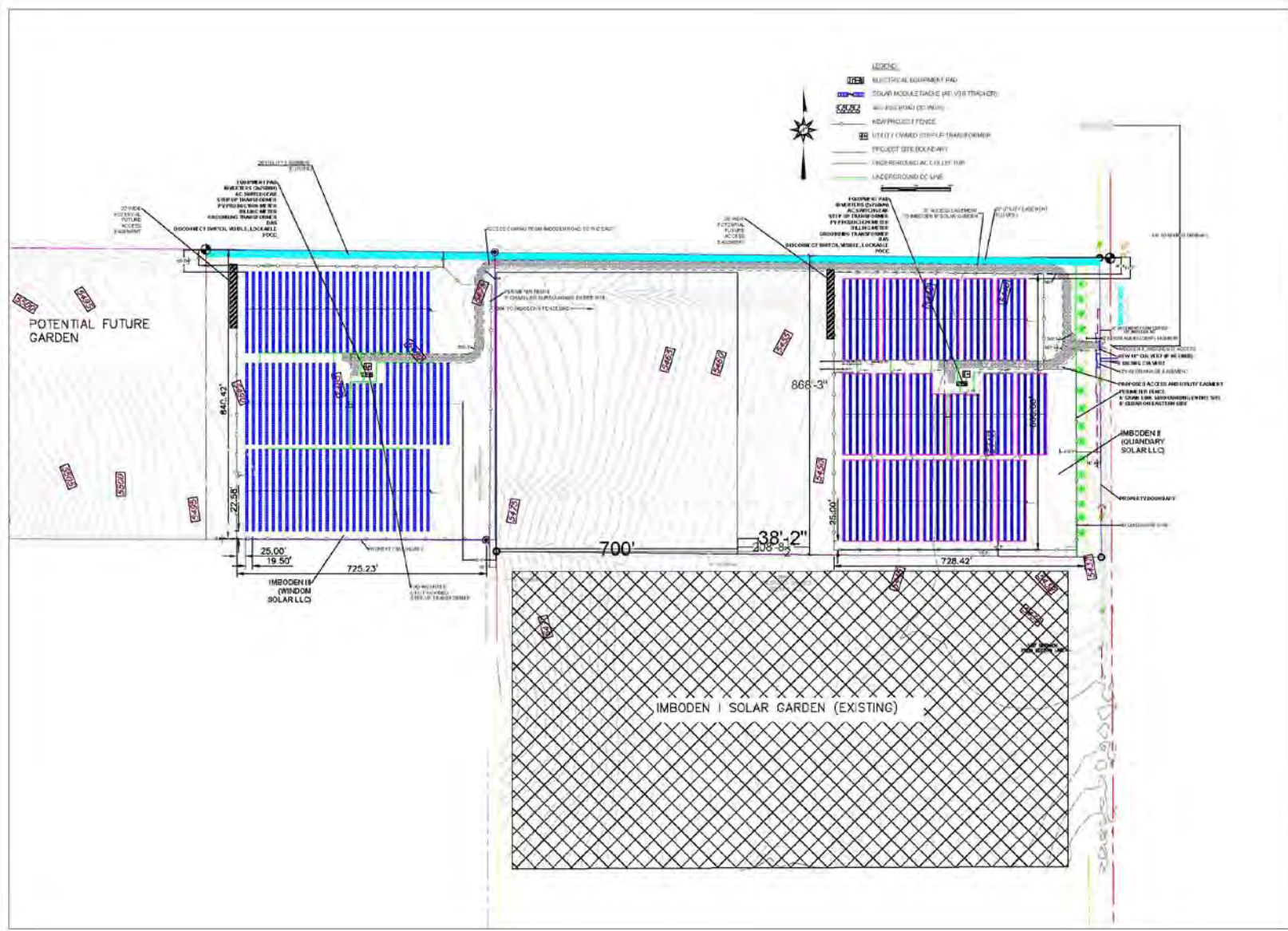
Power Output
 (DC): 1.99485 MW
 (AC): 1.5 MW
 Module: (6.138)
 Trina TSM-325PD14
 Inverter: (2)
 Solectria SGI750XTM

REVISION 6

SCALE: NTS

ZONE PLAN

PV-03



Proposed Amendment
 Expires August 27, 2038

Development Standards

- Maximum Allowed Height: 15 feet
 - Proposed panel height:
- Setbacks:
 - Front: 50 ft / 120ft
 - Side: 10 ft
 - Rear: 20 ft

Approval Criteria

Section 2-02-08-06

1. Permitted in A-3
2. Consistent with purpose of regulations
3. Comply with performance standards
4. Compatible with surrounding area
5. Addressed any offsite impacts
6. Site is suitable
7. Adequate site plan
8. Adequate infrastructure

Referral Comments

- No concerns from any referral agencies
- Property Owners (1/2 mile area) were notified

Notifications Sent	Comments Received
12	0

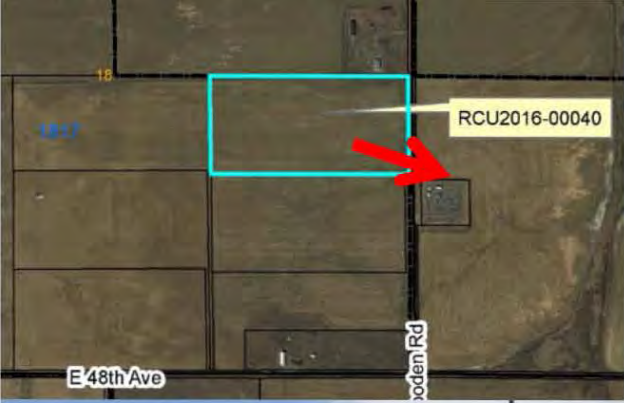
Planning Commission Update

- PC heard the case on 7/13/17
 - Unanimous approval
 - No concerns with the report or recommendation
 - No testimony provided

**North on
Imboden**



SE of site



Interior of Site



Imboden I Solar Panels



Imboden I



Recommendations

- Staff determination is the request is consistent with:
 - Development Standards and Regulations
 - Surrounding area
 - Comprehensive Plan
- PC & Staff Recommend **Approval** based on 8 Findings-of-Fact, and 3 Conditions.
 - Extension from 9/29/26 to 8/27/38
 - Change in site plan

Conditions

1. The conditional use permit shall expire on August 27, 2038.
2. No landscaping or screen fencing shall be required with development of the conditional use permit site area as shown on Exhibit 3.2 of the staff report.
3. The solar panels on-site shall be removed when the conditional use permit expires, unless another extension or renewal is granted by the Board of County Commissioners.

Findings-of-Fact

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.

Findings-of-Fact

5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

CASE NO.: RCU2016-00041

CASE NAME: Imboden III Solar

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Exhibit 1 – Staff Report

- 1.1 Board of County Commissioners Staff Report
- 1.2 Board of County Commissioners Alternative Findings For Denial

Exhibit 2- Maps

- 2.1 Zoning Map
- 2.2 Aerial Map
- 2.3 Notice area Map (1/2 mile)
- 2.4 Future Land Use Map

Exhibit 3- Applicant Information

- 3.1 Applicant Written Explanation
- 3.2 Applicant Site Plans
 - 3.2 (a) new site plan
 - 3.2 (b) old site plan

Exhibit 4- Referral Comments

- 4.1 Development Review Team Comments (Planning, Engineering, Right-of-Way, Building Safety, and Parks).
- 4.2 Colorado Division of Water Resources
- 4.3 Xcel Energy

Exhibit 5- Citizen Comments

None

Exhibit 6- Associated Case Materials

- 6.1 Certificate of Posting
- 6.2 Public Hearing Notice
- 6.3 Request for Comments
- 6.4 Publishing
- 6.5 Property Owner Labels
- 6.6 Referral Labels
- 6.7 Case Resolution for Case # RCU2016-00011, Imboden III Solar



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Board of County Commissioners

August 15, 2017

CASE No.: RCU2016-00041	CASE NAME: Imboden III Solar
--------------------------------	-------------------------------------

Owner's Name:	CO Land Acquisitions, LLC
Applicant's Name:	Imboden III Solar, LLC
Applicant's Address:	33975 E. 48 th Avenue, Watkins, CO 80202
Location of Request:	33975 E. 48 th Avenue
Nature of Request:	An amendment to an approved conditional use permit for a solar garden facility to extend the expiration date
Zone District:	Agriculture-3 (A-3)
Comprehensive Plan:	Mixed-Use Employment
Site Size:	35 acres
Proposed Uses:	Solar Garden
Existing Use:	Vacant
Hearing Date(s):	PC: July 13, 2017 / 6:00 p.m.
	BOCC: August 15, 2017 /9:30 a.m.
Report Date:	July 19, 2017
Case Manager:	Greg Barnes
PC Recommendation:	APPROVAL with 8 Findings-of-Fact and 3 Conditions

SUMMARY OF PREVIOUS APPLICATIONS

On August 2, 2016, the Board of County Commissioners approved a conditional use permit to allow a solar garden on the property (Case # RCU2016-00011). The subject request is to extend expiration of the conditional use permit from August 2, 2037 to August 27, 2038.

SUMMARY OF APPLICATION

Background

Imboden III Solar, LLC is requesting an amendment to the approved conditional use permit (CUP) to allow a solar garden facility on the subject property. Specifically, the request is to extend the expiration date of the conditional use permit from August 2, 2037, to August 27, 2038. The amendment also includes a modification to the approved layout of the solar panels on the property. The previous site plan showed the panels arranged in three clusters, the newly proposed site plan shows arrangements of the panels in two clusters. No other changes are proposed with the request.

The proposed solar garden facility is in cooperation with Xcel Energy, which is mandated by Colorado Law (Amendment 37 and SB 252) to provide 30% renewable energy as part of its electric generation by the year 2020. According to the applicant, the project will operate as part of Xcel's Solar Rewards Community program. This program allows utility customers to purchase or lease interests in solar-generating facilities to offset their home or business electricity consumption with their share of the solar system credit.

According to the applicant, the request to extend the expiration date is a result of delayed construction due to a dispute with the Colorado Public Utilities Commission (PUC). The dispute pertained to a request made by Xcel Energy, and other solar energy developers, to the PUC to change the system of allocating solar production credits to participants of the community rewards program. In March 2016, the PUC rejected the request to change the system of allocation. Subsequently, in June 2016, Xcel Energy filed an appeal to the PUC's decision. The PUC approved the appeal to change the allocation system in August 2016; thus ending the dispute but delaying construction of the project for approximately one year.

The approved CUP for the site is for approximately 21 years. This duration includes overall construction of the project, a 20-year operational life, and time to decommission the project. According to the information submitted with request, an extension to the approved CUP is necessary for the applicant to obtain full financing of the project, which is planned to operate for a full 20-year period.

Site Characteristics:

The approved solar garden is located approximately 1,700 feet north of East 48th Avenue and about 1,700 feet west of Imboden Road. The subject property is a 35 acre flag lot, and is currently vacant. The site plan provided with the application shows the solar facility would occupy the entire site and have access from the property located directly east, which has frontage along Imboden Road.

Development Standards and Regulations Requirements

Per Section 3-07-01 of the Adams County Development Standards and Regulations, a conditional use permit is required for a solar garden use in the A-3 zone district. In addition, Section 4-03-03-02-10 of the County's Development Standards and Regulations outlines performance standards for solar energy systems. These standards regulate height and setbacks for

solar panels. In accordance with the performance standards, the maximum allowed height of solar panels is 15 feet. From the application, the solar panels will not exceed 15 feet in height. In addition, the panels will conform to all setback requirements of the A-3 zone district, which include a 50-foot front setback, a 10-foot side setback, and a 20-foot rear setback.

No landscaping is proposed for development of the site. The site plan provided with the approved conditional use permit shows an eight-foot high chain link fence will be constructed along the perimeter of the solar garden. The new site plan shows two clusters with each consisting of approximately 6,000 solar panels (see Exhibit 3.2). The site plan approved with the previous conditional use permit shows layout of the solar panels arranged into three clusters, with each consisting of approximately 4,000 solar panels.

Future Land Use Designation/Goals of the Comp-Plan for the Area

The future land use designation on the property is Mixed-Use Employment. Per Chapter 5 of the Adams County Comprehensive Plan, Mixed-Use Employment designated areas are intended to allow a mixture of employment uses, including offices, retail, and clean, indoor manufacturing, distribution, warehousing, and airport and technology uses. Mixed-Use Employment areas are in locations that will have excellent transportation access and visibility, but are not suitable for residential uses. In addition, a primary objective of the Mixed-Use Employment designation is to accommodate a range of employment and supporting uses to serve employment needs; and to increase employment, and contribute to the County’s tax base. A number of properties around Denver International Airport, Front Range Airport, and the I-70 corridor are designated for future Mixed-Use Employment to preserve future long-term opportunities for employment growth in these areas; however, any future development should be phased and concentrated around where urban services and infrastructure are most readily available.

The request to use the property for a solar garden is consistent with the Comprehensive Plan designation of Mixed-Use Employment. This use of the property would not inhibit future development of the site when adequate public facilities become available.

Surrounding Zoning Designations and Existing Use Activity:

Northwest A-3 Agriculture/Vacant	North A-3 / Aurora – NE Plains Agriculture/Vacant	Northeast Aurora – NE Plains Agriculture
West A-3 Agricultural/Vacant	Subject Property A-3 Agriculture/Vacant	East A-3 Solar Garden
Southwest A-3 Agriculture/Vacant	South A-3 Agriculture/Vacant	Southeast A-3 Solar Garden

Compatibility with the Surrounding Land Uses:

A majority of the surrounding properties are all zoned as Agricultural-3 (A-3), except the property to the northeast of the site. This property is located within the City of Aurora. Per Section 3-10-01 of the Adams County Development Standards and Regulations, the purpose of the A-3 District is to provide land, primarily in holdings of at least thirty-five (35) acres, for dryland or irrigated farming, pasturage, or other related food production uses. The surrounding properties to the south, north, and west are used for either agricultural or are vacant. The property to the east is developed as a solar garden facility.

The subject request is compatible with the surrounding area. The proposed use of the property as a solar garden will not be detrimental to development of the surrounding properties. In addition, there will be minimum traffic generated from the development; however, this will cease after initial construction of the project. Furthermore, the request will not cause air, noise, or light pollution.

PLANNING COMMISSION UPDATE:

The Planning Commission considered this case on July 13, 2017, and unanimously recommended approval of the request with three conditions. Mr. Grayson Buck represented the applicant at the public hearing and had no issue or concern with the staff report.

Staff Recommendations:

It is staff's determination that the request for an extension to the previously approved conditional use permit is consistent with the surrounding area, and will not be detrimental to development of the surrounding properties or future growth of the area.

Based upon the application, the criteria for approval of a conditional use permit, and a recent site visit, staff recommends approval of the request with 8 findings-of-fact and 3 conditions.

Findings-of-fact:

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.

8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

Recommended Conditions of Approval:

1. The conditional use permit shall expire on August 27, 2038.
2. No landscaping or screen fencing shall be required with development of the conditional use permit site area as shown on Exhibit 3.2 of this staff report.
3. The solar panels on-site shall be removed when the conditional use permit expires, unless another extension or renewal is granted by the Board of County Commissioners.

PUBLIC COMMENTS

Property Owners Notified	Number of Responses
18	0

Staff sent notices to property owners within a ½ mile (2,640 feet) radius of the subject request; as of writing this report, staff has received no comments from the public regarding the request.

COUNTY AGENCY COMMENTS

Adams County staff reviewed the request and has no current objections to the request.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

None

Responding without Concerns:

Colorado Division of Water Resources
Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Bennett Fire District
Bennett Park & Recreation District
Bennett School District 29J
Box Elder Water & Sanitation District
CDPHE
Century Link
City of Aurora
Colorado Division of Wildlife
Comcast
Metro Wastewater Reclamation



Community & Economic Development Department

4430 South Adams County Parkway,
1st Floor, Suite W2000
Brighton, CO 80601-8205
PHONE 720.523.6800 FAX 720.523.6998

MEMORANDUM

To: Board of County Commissioners

From: Greg Barnes, Planner II

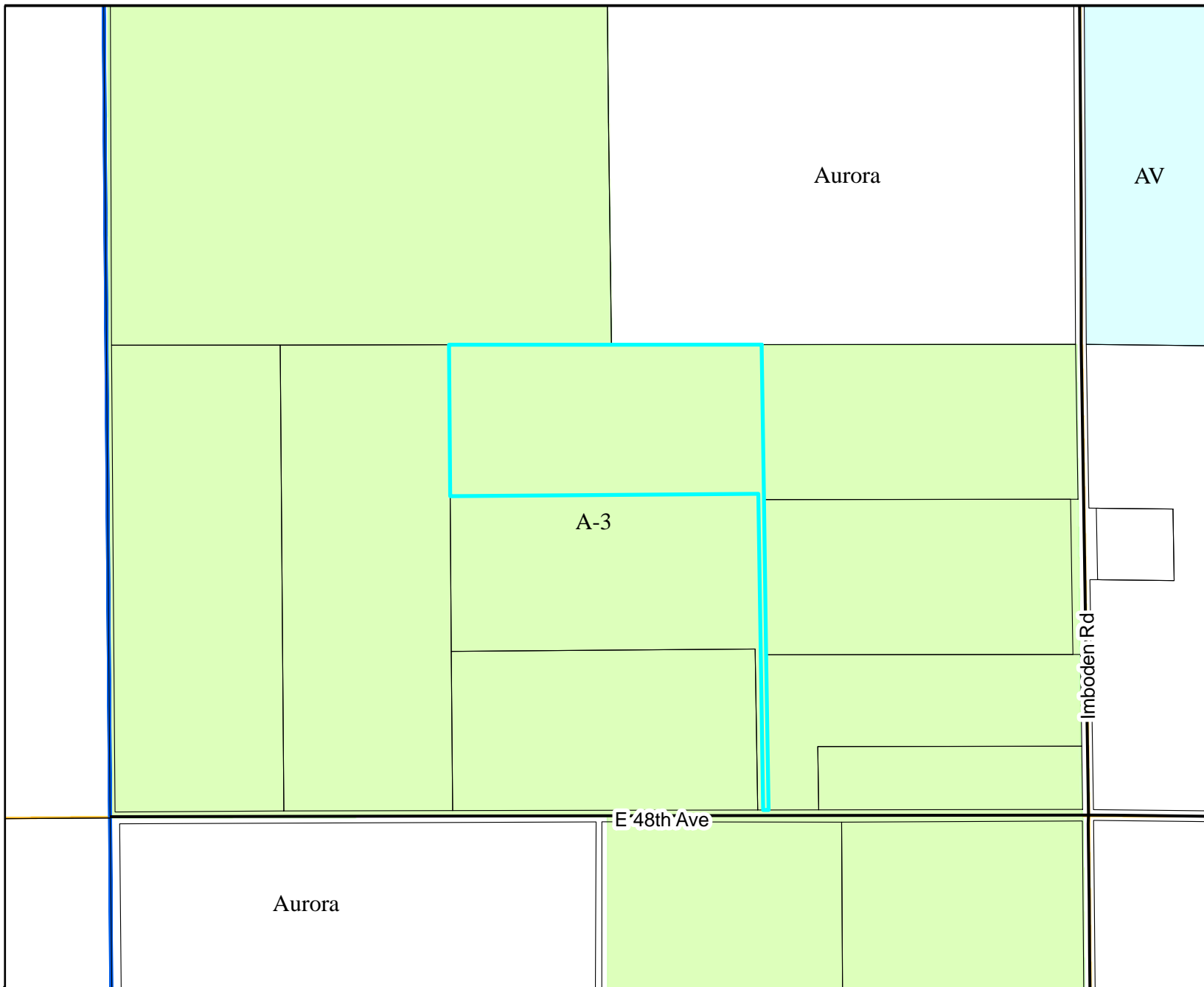
Subject: RCU2016-00041, Imboden III Extension

Date: July 13, 2017

ALTERNATIVE RECOMMENDED FINDINGS OF FACT

If the Board of County Commissioners does not concur with the Staff recommendation of Approval, the following findings may be adopted as part of a decision of Denial:

1. The conditional use is not permitted in the applicable zone district.
2. The conditional use is not consistent with the purposes of these standards and regulations.
3. The conditional use will not comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The conditional use is not compatible with the surrounding area, not harmonious with the character of the neighborhood, would be detrimental to the immediate area, would be detrimental to the future development of the area, and would be detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has not addressed all off-site impacts.
6. The site is not suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will not provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are not available and adequate to serve the needs of the conditional use as designed and proposed.



LEGEND

- Special Zoning Conditions
- Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

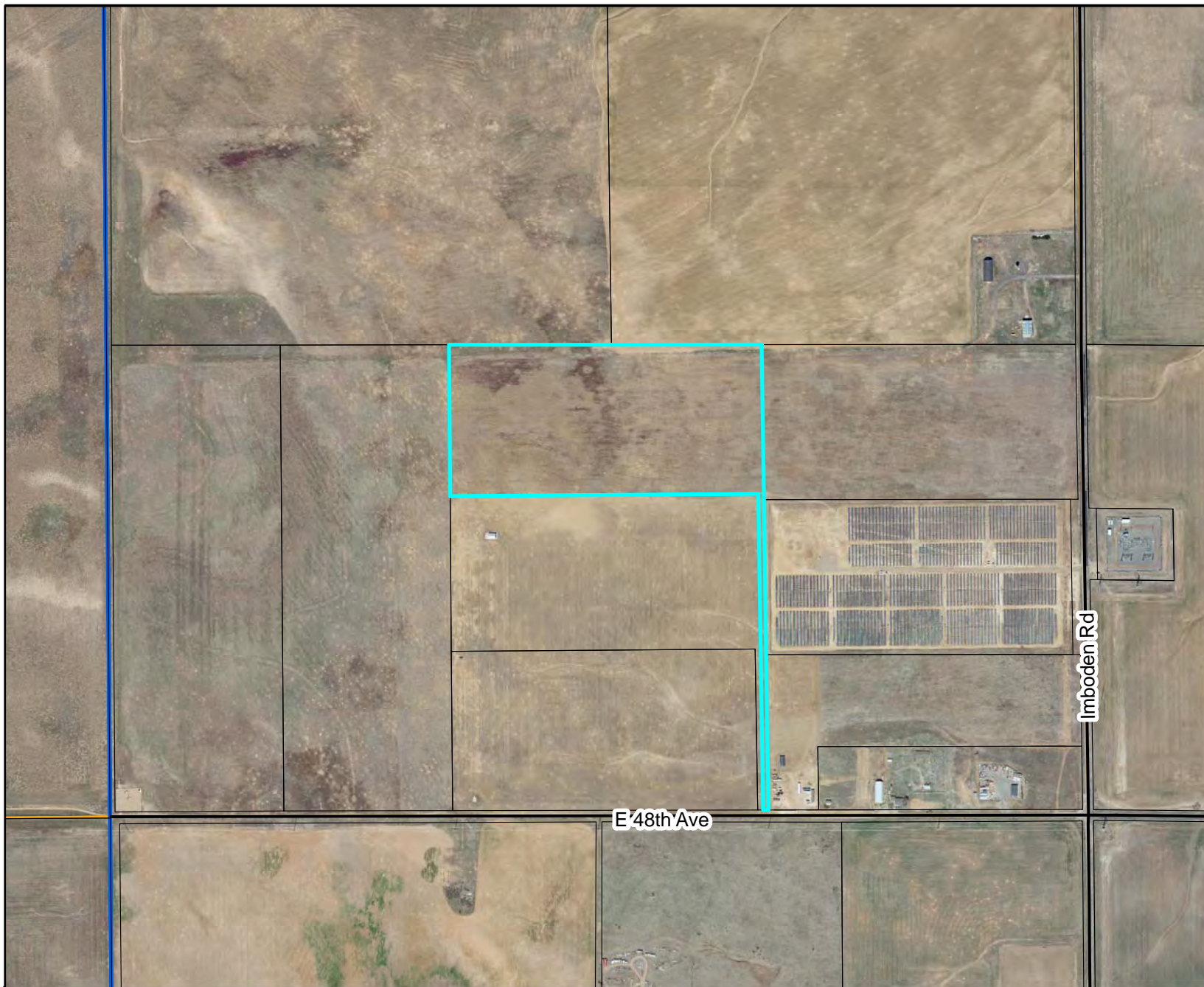
Imboden III Solar
RCU2016-00041



































For display purposes only.

AD TY

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



LEGEND

-  Special Zoning Conditions
-  Section Numbers
-  Railroad
-  Major Water
-  Zoning Line
-  Sections
- Zoning Districts**
-  A-1
-  A-2
-  A-3
-  R-E
-  R-1-A
-  R-1-C
-  R-2
-  R-3
-  R-4
-  M-H
-  C-0
-  C-1
-  C-2
-  C-3
-  C-4
-  C-5
-  I-1
-  I-2
-  I-3
-  CO
-  PL
-  AV
-  DIA
-  P-U-D
-  P-U-D(P)
-  Airport Noise Overlay

Imboden III Solar

RCU2016-00041

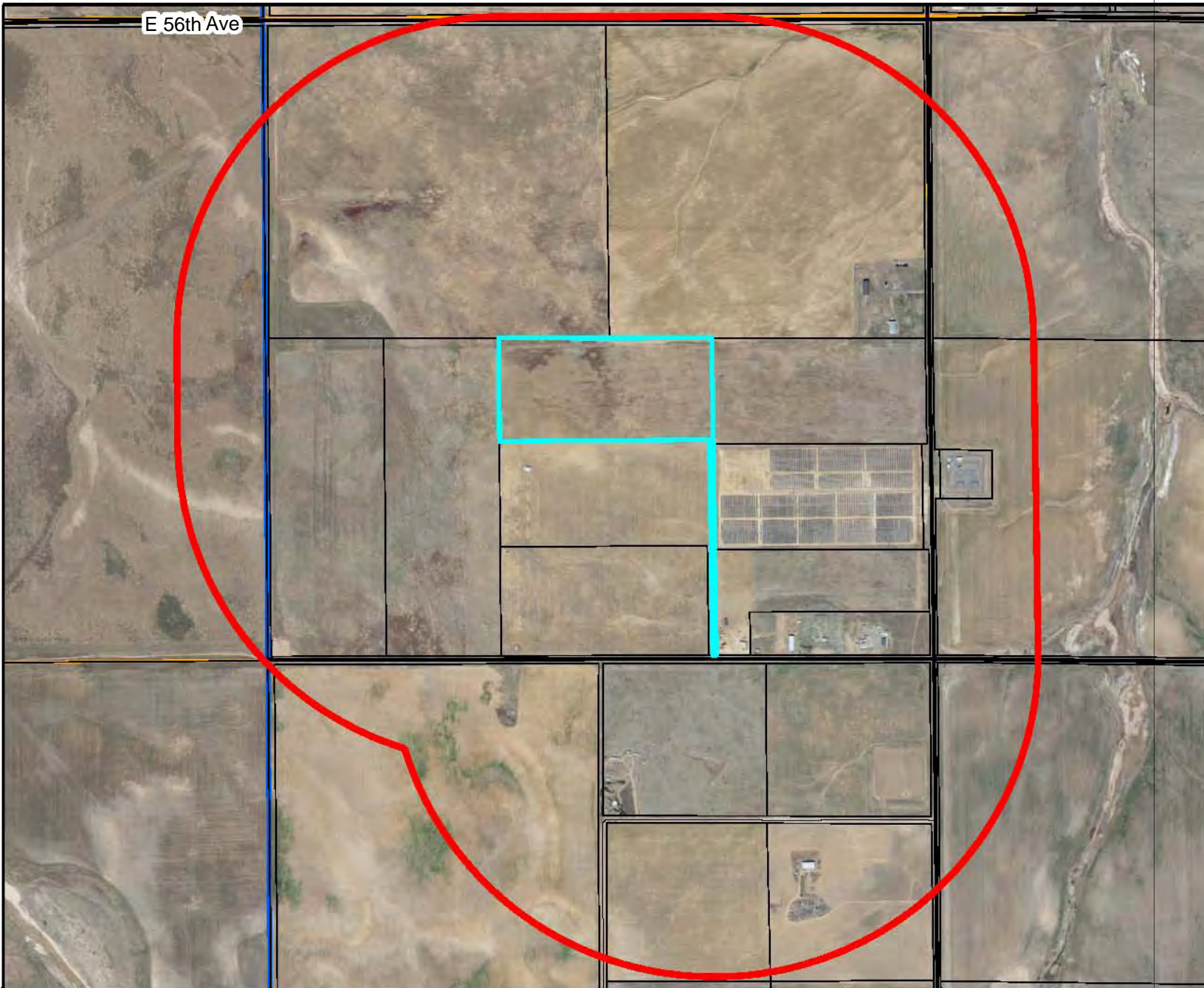


For display purposes only.

































AD TY

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

E 56th Ave



LEGEND

-  Special Zoning Conditions
-  Section Numbers
-  Railroad
-  Major Water
-  Zoning Line
-  Sections
- Zoning Districts**
-  A-1
-  A-2
-  A-3
-  R-E
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-  R-1-C
-  R-2
-  R-3
-  R-4
-  M-H
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-  C-1
-  C-2
-  C-3
-  C-4
-  C-5
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-  CO
-  PL
-  AV
-  DIA
-  P-U-D
-  P-U-D(P)
-  Airport Noise Overlay

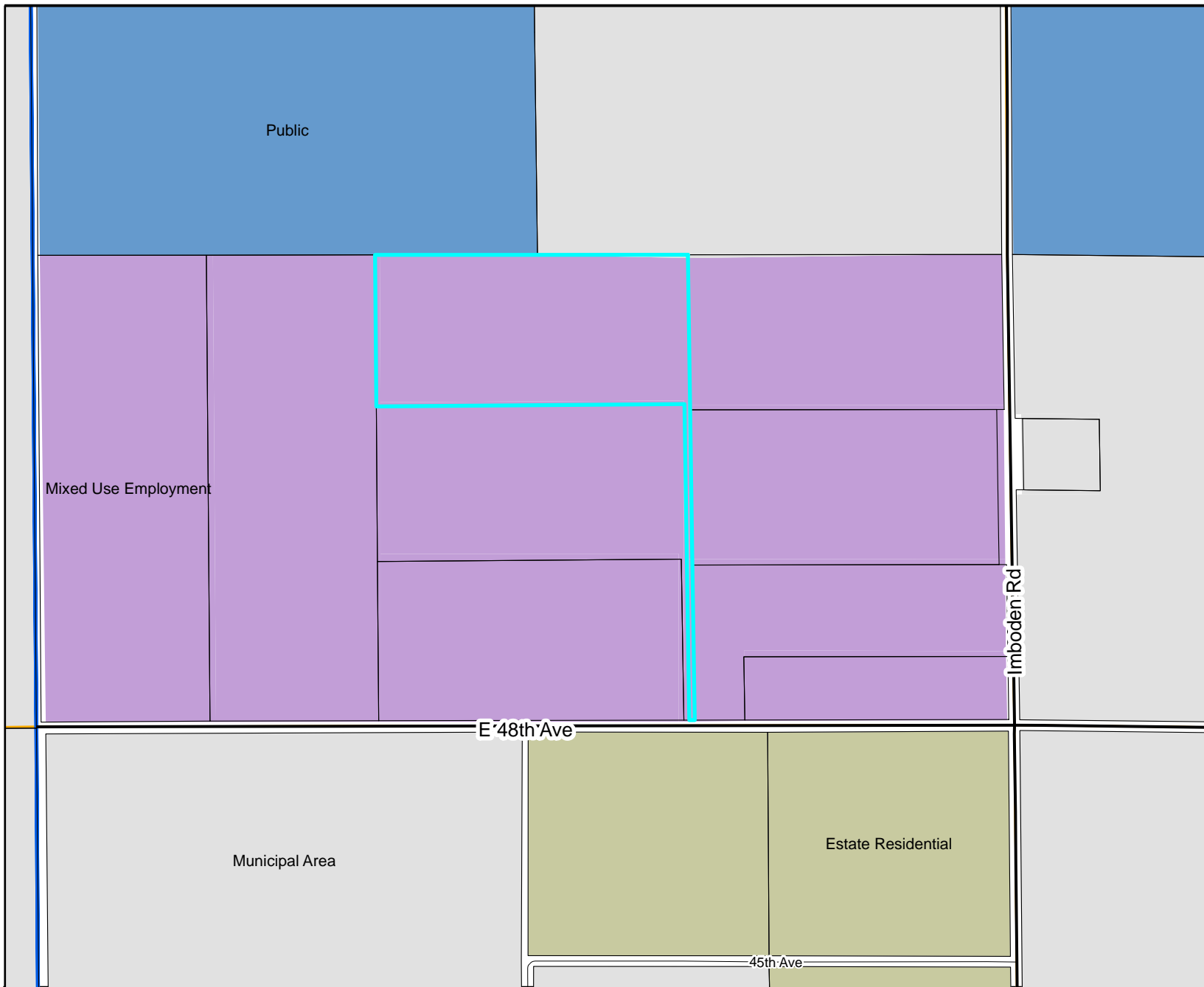
Imboden III Solar
RCU2016-00041



































For display purposes only.

AD TY

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



LEGEND

-  Special Zoning Conditions
-  Section Numbers
-  Railroad
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-  I-3
-  CO
-  PL
-  AV
-  DIA
-  P-U-D
-  P-U-D(P)
-  Airport Noise Overlay

Imboden III Solar
RCU2016-00041



For display purposes only.

AD TY

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



MAY 4, 2017
GREG BARNES
PLANNER II
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, CO 80601

DEAR GREG BARNES

SunShare Community Solar's original project CUP was approved unanimously on August 2nd, 2016 was approved for development of 35 acres of solar PV. SunShare still plans on building out the entire 35 acre parcel per the conditions set by the original CUP. There have been changes made to the design of the solar garden due to improved solar panels and a different type of inverter system, but the new designed system is within the parameters of the original CUP.

SunShare would like to request an amendment to the Conditional Use Permit (RCU2016-00041):

On August 2nd, 2016 the Adams County Board of Commissioners voted unanimously to approve SunShare's Imboden III Solar Garden CUP. The original CUP expiration is August 2, 2037. We would like to request an extended expiration date August 27, 2038. This is a one year extension of a 21 year permit. Unfortunately, due to circumstances out of our control, there were delays with Xcel and our materials provider with the boom in solar across the country. This project will have a financier part of the deal to make it work and a requirement of the financier is that the permit remains in place throughout the entirety of the garden life (20 years) including decommissioning (1 year). Due to the delay last year, we are requesting the extension in order to fulfill that requirement of the financier and construct the project.

SunShare would like to clarify changes to project design:

As referenced above, SunShare has made changes to the design of the solar field and would like to make note of the improvements. The original design for the Imboden III Solar Garden was made with 315W solar modules and we have upgraded to 325W modules. This means that each new solar panel can produce a larger amount of energy than the original plan submitted and as a result fewer panels will be required which will reduce the overall footprint of the entire solar garden. SunShare has also decided to utilize string inverters instead of a centralized inverter. Inverters are equipment that switches the direct current generated by solar panels into alternating current which is what goes through the power grid. By making this switch the large central inverter on the equipment pad will be replaced with small inverters that will be attached directly to the solar modules. None of these changes will violate the conditions of the original





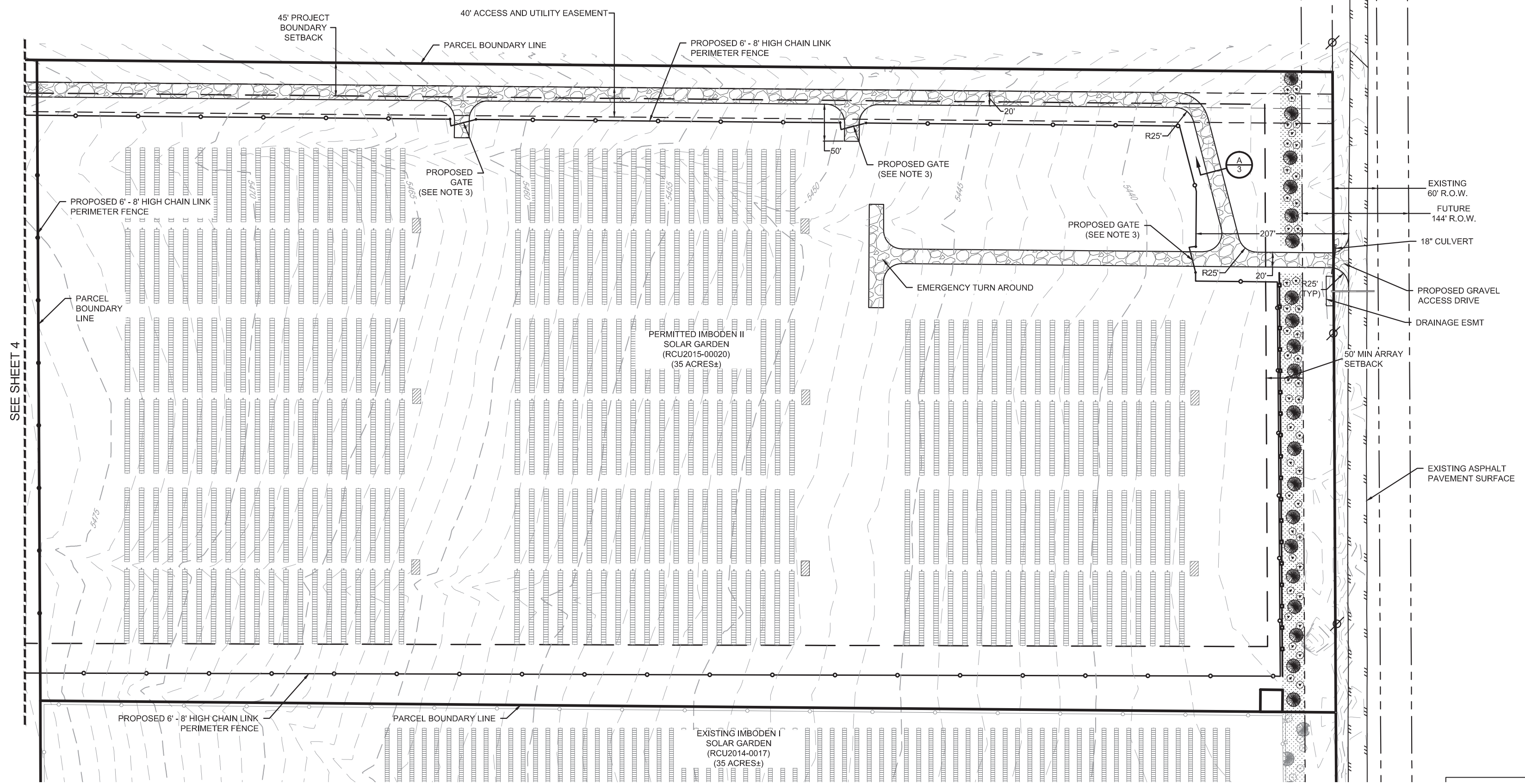
CUP.

We appreciate Adams County's general acceptance of solar projects and especially solar gardens thus far. The approval of these amendments will help fulfill the original intentions of the previously approved CUP. In short, we just need more time than originally anticipated to finish our solar developments. These changes will provide the financiers the comfort to release funds so we can pursue construction.

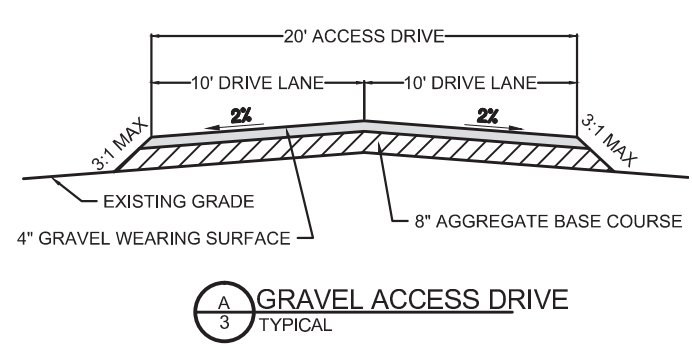
Please contact us if any additional information is needed.

**SINCERELY,
SUNSHARE LLC**





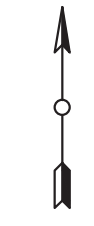
SEE SHEET 4



A 3 GRAVEL ACCESS DRIVE TYPICAL

GENERAL NOTES:

1. THE SPECIFIED SOLAR PANELS, RACKING SYSTEM, AND INVERTER/TRNSFORMER ARE INTENDED TO ILLUSTRATE GENERAL INFORMATION ABOUT THE COMPONENTS OF THE SOLAR GARDEN. COMPONENTS THAT ARE SIMILAR IN APPEARANCE AND FUNCTION MAY BE SUBSTITUTED FOR THE COMPONENTS SPECIFIED OR ILLUSTRATED ON THIS SITE PLAN. THE LOCATION OF THE ARRAYS AND INVERTERS MAY VARY FROM WHAT IS DEPICTED ON THIS SITE PLAN, PROVIDED THE INSTALLED COMPONENTS MEET ALL REQUIRED SETBACKS.
2. LOCATION OF INVERTER PAD AND TRANSFORMER PAD MAY CHANGE BASED ON XCEL REQUIREMENTS.
3. LOCATION OF SOLAR GARDEN ACCESS POINTS AND GATES MAY CHANGE BASED ON ARRAY LAYOUT REQUIREMENTS.
4. THERE ARE NO PROPOSED AREA GRADING ACTIVITIES. THE ARRAYS SHALL BE INSTALLED AT EXISTING GRADE WITHOUT CLEARING OR GRUBBING OF VEGETATION.



Scale: 1"=80'
0 80 160
FEET



 1529 MARKET STREET, SUITE 200 DENVER, COLORADO 80202	
SUNSHARE IMBODEN III SOLAR GARDEN ADAMS COUNTY, COLORADO	ACCESS DRIVE AND LANDSCAPE AREA PLAN IMBODEN II SOLAR GARDEN
VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING. 0 1"=80' SCALE	
DATE: APRIL 22, 2016 FILE: SP.DWG DWG: C3.0	SHEET: 3 OF 7
NO. DATE REVISION JUC JJC JJO JSD	DSGN JUC DR JJC CHK JJO APVD JSD

REUSE OF DOCUMENTS: THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF ENERTIA CONSULTING GROUP AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF ENERTIA CONSULTING GROUP.

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Development Review Team Comments

Date: 1/13/2017

Project Number: RCU2016-00041

Project Name: IMBODEN III

Note to Applicant:

The following review comments and information from the Development Review Team is based on submitted documents only. For submission of revisions to applications, a cover letter addressing each staff review comments must be provided. The cover letter must include the following information: restate each comment that require a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff:

Commenting Division: Building Review

Name of Reviewer: Justin Blair

Date: 12/13/2016

Email: jblair@adcogov.org

No Comment

Commenting Division: Engineering Review

Name of Reviewer: Greg Labrie

Date: 01/11/2017

Email: glabrie@adcogov.org

Complete

Eng1; Flood Insurance Rate Map – FIRM Panel # (08001C0690H), Federal Emergency Management Agency, March 5, 2007. According to the above reference, the project site is NOT located within a delineated 100-year flood hazard zone; A floodplain use permit will not be required.

Eng2; The project site is not located in a NRCO district. An environmental assessment is not required.

Eng3; The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. The project site is not within the County's MS4 Stormwater Permit area. The installation of erosion and sediment control BMPs are expected.

Eng4; A drainage report and analysis are not required to be submitted to Adams County for review and approval.

Eng5; The proposed development will generate less than 20 vehicles per day. A traffic impact study is not required to be submitted to Adams County for review and approval.

Eng6; No new access is requested. Must use existing single access to property. No other access is permitted by ADCO.

Commenting Division: Environmental Analyst Review

Name of Reviewer: Jen Rutter

Date: 12/13/2016

Email: jrutter@adcogov.org

No Comment

Commenting Division: Parks Review

Name of Reviewer: Aaron Clark

Date: 01/12/2017

Email: aclark@adcogov.org

No Comment



1313 Sherman Street, Room 821
Denver, CO 80203

December 22, 2016

Chris LaRue
Adams County Planning & Development Department
Transmission via email: CLaRue@adcogov.org

RE: Imboden III Extension
Project Number: RCU2016-00041
S1/2, Section 18, T3S, R64W, 6th P.M.
Water Division 1, Water District 1

Dear Mr. LaRue:

We have reviewed the above referenced referral received August 25, 2014. This referral does not appear to qualify as a "subdivision" as defined in Section § 30-28-101(10)(a), C.R.S., pursuant to the State Engineer's March 4, 2005 and March 11, 2011 memorandums to county planning directors, this office will only perform a cursory review of the referral information and provide comments. The comments will not address the adequacy of the water supply plan for this proposal or the ability of the water supply plan to satisfy any County regulations or requirements. In addition, the comments provided herein cannot be used to guarantee a viable water supply plan or infrastructure, the issuance of a well permit, or physical availability of water.

The Applicant is requesting an amendment to an approved conditional use permit for a solar garden facility. According to the referral information no water will be required for this project. Our office has no concern with this project.

Should you have any questions, please contact me at 303-866-3581 x8265.

Sincerely,

A handwritten signature in blue ink that reads 'Joanna Williams'.

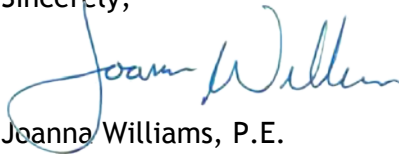
Joanna Williams, P.E.
Water Resource Engineer



Imboden II Extension
December 20, 2016
Page 2 of 2

Should you have any questions, please contact me at 303-866-3581 x8265.

Sincerely,

A handwritten signature in blue ink that reads "Joanna Williams". The signature is written in a cursive style with a large initial "J".

Joanna Williams, P.E.
Water Resource Engineer

Cc: Permit file 79898-F





Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

January 10, 2017

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: Imboden III Extension, Case # RCU2016-00041

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the plans for **Imboden III Extension** and has **no apparent conflict**.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado

CERTIFICATE OF POSTING



I, **J. Gregory Barnes** do hereby certify that I had the property posted at

33975 East 48th Avenue

on June 20, 2017

in accordance with the requirements of the Adams County Zoning Regulations

J. Gregory Barnes

Community & Economic
Development Department
Development Services Division
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Public Hearing Notification

Case Names: Imboden II & Imboden III Solar Projects
Case Numbers: RCU2016-00040, RCU2016-00041
Planning Commission Hearing Date: 07/13/2017 at 6:00 p.m.
Board of County Commissioners Hearing Date: 08/15/2017 at 9:30 a.m.

June 27, 2017

Public hearings have been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following requests:

Requests to amend two Conditional Use Permits, approved in 2016, for solar gardens in an A-3 zone district. The requests will extend the expiration date for both conditional use permits.

These requests are each located on 35 acres at 5135 Imboden Road and 33975 E 48th Avenue. The Assessor's Parcel Numbers are 0181700000320 and 0181700000323.

The applicant information for both cases is: Sunshare LLC, 1441 18th St., Ste. 400, Denver, CO 80202

The hearings will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. These will be a public hearings and any interested parties may attend and be heard. The Applicant's and Representative's attendance at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding these cases, please contact the Department of Community and Economic Development, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Greg Barnes / Christopher C. LaRue
Case Managers

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Doriso
DISTRICT 4

Mary Hodge
DISTRICT 5

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Request for Comments

Case Name: IMBODEN III EXTENSION
Case Number: RCU2016-00041

December 21, 2016

Adams County Planning Commission is requesting comments on the following request:

Request to amend an approved conditional use permit for a solar garden facility. The proposed amendment would extend the expiration date by five months, and would allow a storage container on the property.

This request is located at 33975 E 48TH AVE. The Assessor's Parcel Number is 0181700000320.

Applicant Information: IMBODEN III SOLAR LLC
33975 E 48TH AVE
WATKINS, CO 80202

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 (720) 523-6800 by 01/11/2017 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Greg Barnes
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Jan Pawlowski
DISTRICT 5

PUBLICATION REQUEST

IMBODEN III EXTENSION

Case Number: RCU2016-00041

Planning Commission Hearing Date: July 13, 2017 at 6:00 p.m.

Board of County Commissioners Hearing Date: August 15, 2017 at 9:30 a.m.

Request: Request for amendment to an approved conditional use permit for a solar garden facility. The proposed amendment would extend the expiration date.

Location: 33975 E 48TH AVE

Parcel Number: 0181700000320

Case Manager: Greg Barnes

Case Technician: Megan Ulibarri

**Applicant: SUNSHARE, LLC
1441 18TH ST., STE. 400,
DENVER, CO 80202**

**Owner: CO LAND ACQUISITIONS LLC
1441 18TH ST STE 400
DENVER, CO 80202-5929**

Legal Description: Sect,Twn,Rng:18-3-64 Desc: Pt Of The S2 Of Sec 18 Desc As Fols Beg At The Se Cor Of Sec 18 Th N 00d 17m 44s W 30 Ft Th N 89d 30m 07s W 30 Ft To The Pt Of Intersec Of The W Row Ln Of Imboden Rd And N Row Ln Of E 48th Ave Cont N 89d 30m 07s W 2702/06 Ft Th N 89d 31m 48s W 818/70 Ft Th N 00d 08m 23s E 1759/47 Ft To The Pob Th N 00d 08m 23s E 847/68 Ft Th S 89d 28m 13s E 906/46 Ft Th S 89d 28m 58s E 838/52 Ft Th S 00d 17m 44s E 2606/16 Ft Th N 89d 30m 07s W 30 Ft Th N 00d 17m 44s W 1769/98 Ft Th N 89d 51m 37s W 1721/29 Ft To The Pob 35a

ADAMS COUNTY
4430 S ADAMS COUNTY PKWY 5TH FLOOR
BRIGHTON CO 80601-8222

PROPERTY RESERVE INC
C/O LDS TAX DIVISION
PO BOX 511196
SALT LAKE CITY UT 84151-1196

CITY OF AURORA
15151 E ALAMEDA PKWY 3RD FLOOR
AURORA CO 80012

PUBLIC SERVICE CO OF COLORADO
C/O PROPERTY AND LOCAL TAXES
PO BOX 1979
DENVER CO 80201-1979

CITY OF AURORA
15151 E ALAMEDA PARKWAY 5TH FLOOR
AURORA CO 80012

ROBSON RONALD E AND
ROBSON CYNTHIA A
BOX 252
WATKINS CO 80137-0252

CO LAND ACQUISITIONS LLC
1441 18TH ST STE 400
DENVER CO 80202-5929

ROSEMAR VENTURERS
63687 E HAVEN LN
TUCSON AZ 85739-2124

COLORADO SHARED SOLAR I LLC
211 CARNEGIE CTR
PRINCETON NJ 08540-6213

SHANNON ANN C AND CARLSON CURTIS W AND
CARLSON DEAN W
4531 REED ST
WHEAT RIDGE CO 80033-3521

JOBES ROY A
623 E 111TH PLACE
NORTHGLENN CO 80233

STEWY LLC
595 CIRCLE DR
DENVER CO 80206-4112

KAMERRA LLC
1250 S BUCKLEY RD UNIT I-246
AURORA CO 80017-4150

WEP TRANSPORT HOLDINGS LLC 58.76% & TREE
21.24% & COLORADO MAVERICK COMPANY LLC 2
PO BOX 7068
RANCHO SANTA FE CA 92067-7068

METHVEN MARIANNE
3405 PECAN PARK DR
FLOWER MOUND TX 75022

MOLBERG LEONARD W AND
MOLBERG JUDITH A
13184 ROBINS DR
DENVER CO 80239-3720

PARK JE KYUNG
34195 EAST 48TH AVE
WATKINS CO 80137



Referral Listing
Case Number RCU2016-00041
IMBODEN III EXTENSION

Agency	Contact Information
Adams County Development Services - Building	Justin Blair 4430 S Adams County Pkwy Brighton CO 80601 720-523-6825 JBlair@adcogov.org
BENNETT FIRE DISTRICT #7	CHIEF EARL CUMELY 825 SHARIS CT BENNETT CO 80102 303-644-3434 ecumley941@aol.com
BENNETT FIRE DISTRICT #7	Captain Caleb J Connor 825 SHARIS CT BENNETT CO 80102 303-532-7733 CalebConnor@BennettFireRescue.org 303-644-3572
BENNETT PARK AND RECREATION	Chris Raines PO BOX 379 455 S. 1ST ST. BENNETT CO 80102-0379 303-644-5041 Director@bennettrec.org
BENNETT SCHOOL DISTRICT 29J	Robin Purdy 615 7TH ST. BENNETT CO 80102 303-644-3234 Ext: 8203 robinp@bsd29j.com
BOX ELDER WATER AND SANITATION DISTRICT	BARBARA VANDER WALL c/o Collins, Cockrel, & Cole P.C. 390 Union Boulevard, Suite 400 Lakewood CO 80228 303 770-2700
CDPHE - AIR QUALITY	Paul Lee 4300 CHERRY CREEK DRIVE SOUTH DENVER CO 80246-1530 303-692-3127 paul.lee@state.co.us
CDPHE - WATER QUALITY PROTECTION SECT	Patrick Pfaltzgraff 4300 CHERRY CREEK DRIVE SOUTH WQCD-B2 DENVER CO 80246-1530 303-692-3509 patrick.j.pfaltzgraff@state.co.us

Agency

Contact Information

CDPHE SOLID WASTE UNIT

Andy Todd
4300 CHERRY CREEK DR SOUTH
HMWMD-CP-B2
DENVER CO 80246-1530
303.691.4049
Andrew.Todd@state.co.us

Century Link, Inc

Brandyn Wiedrich
5325 Zuni St, Rm 728
Denver CO 80221
720-578-3724 720-245-0029
brandyn.wiedrich@centurylink.com

CITY OF AURORA - WATER AND SAN. DEPT.

PETER BINNEY
15151 E ALAMEDA PKWY #3600
AURORA CO 80012
303-739-7370
pbinney@ci.aurora.co.us

CITY OF AURORA ATTN: PLANNING DEPARTMENT

Porter Ingrum
15151 E ALAMEDA PKWY 2ND FLOOR
AURORA CO 80012
(303) 739-7227 303.739.7000
pingrum@auroragov.org

Code Compliance Supervisor

Eric Guenther
eguenther@adcogov.org
720-523-6856
eguenther@adcogov.org

COLORADO DIVISION OF WILDLIFE

JOSEPH PADIA
6060 BROADWAY
DENVER CO 80216
303-291-7132
joe.padia@state.co.us

COLORADO DIVISION OF WILDLIFE

Eliza Hunholz
Northeast Regional Engineer
6060 BROADWAY
DENVER CO 80216-1000
303-291-7454
eliza.hunholz@state.co.us

COMCAST

JOE LOWE
8490 N UMITILLA ST
FEDERAL HEIGHTS CO 80260
303-603-5039
thomas_lowe@cable.comcast.com

COUNTY ATTORNEY- Email

Christine Francescani
CFrancescani@adcogov.org
6884

Engineering Department - ROW

Transportation Department
PWE - ROW
303.453.8787

Engineering Division

Transportation Department
PWE
6875

Agency

Contact Information

ENVIRONMENTAL ANALYST

Jen Rutter
PLN
6841

METRO WASTEWATER RECLAMATION

CRAIG SIMMONDS
6450 YORK ST.
DENVER CO 80229
303-286-3338
CSIMMONDS@MWRD.DST.CO.US

NS - Code Compliance

Gail Moon
gmoon@adcogov.org
720.523.6833
gmoon@adcogov.org

Parks and Open Space Department

Nathan Mosley
mpedrucci@adcogov.org
aclark@adcogov.org
(303) 637-8000
nmosley@adcogov.org

SHERIFF'S OFFICE: SO-HQ

MICHAEL McINTOSH
nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcogov.org
snielson@adcogov.org
(303) 654-1850
aoverton@adcogov.org; mkaiser@adcogov.org; snielson@adcogov.org

Sheriff's Office: SO-SUB

SCOTT MILLER
TFuller@adcogov.org, smiller@adcogov.org
aoverton@adcogov.org; mkaiser@adcogov.org
720-322-1115
smiller@adcogov.org

Xcel Energy

Donna George
1123 W 3rd Ave
DENVER CO 80223
303-571-3306
Donna.L.George@xcelenergy.com

Xcel Energy

Donna George
1123 W 3rd Ave
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303-571-3306
Donna.L.George@xcelenergy.com

Agency

Contact Information

TRI-COUNTY HEALTH DEPARTMENT

Sheila Lynch
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GREENWOOD VILLAGE CO 80111
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TRI-COUNTY HEALTH DEPARTMENT

MONTE DEATRICH
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Tri-County Health: Mail CHECK to Sheila Lynch

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.

Xcel Energy

Donna George
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Donna.L.George@xcelenergy.com

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STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Government Center in Brighton, Colorado on the 2nd day of August, 2016 there were present:

Steve O'Dorisio _____	Commissioner
Eva J. Henry _____	Commissioner
Charles "Chaz" Tedesco _____	Commissioner
Erik Hansen _____	Commissioner
Jan Pawlowski _____	Commissioner
Heidi Miller _____	County Attorney
Erica Hannah _____	Clerk to the Board

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

RESOLUTION APPROVING APPLICATION IN CASE #RCU2016-00011 IMBODEN III
SOLAR GARDEN

Resolution 2016-423

WHEREAS, this case involved a Request for a Conditional Use Permit for a Solar Garden in the A-3 zone district.

APPROXIMATE LOCATION: 33975 East 48th Avenue (Parcel # 0181700000320).

LEGAL DESCRIPTION:

A PART OF THE SOUTHERN HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 18;

THENCE N00°17'44"W, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, 30.00 FEET;

THENCE N89°30'07"W, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4, 30.00 FEET TO THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF IMBODEN ROAD AND THE NORTH RIGHT-OR-WAY LINE OF EAST 48TH AVENUE; THENCE CONTINUING N89°30'07"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF EAST 48TH AVENUE, A DISTANCE OF 2702.06 FEET TO A POINT OF BEING 30.00 FEET NORTHERLY OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 18; THENCE N89°31'48"W, ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF EAST 48TH AVENUE, A DISTANCE OF 818.07 FEET;

THENCE N00°08'23"E, A DISTANCE OF 1759.47 FEET TO THE POINT OF BEGINNING;

THENCE N00°08'23"E, A DISTANCE OF 847.68 FEET;

THENCE S89°28'13"E, A DISTANCE OF 906.46 FEET TO THE CENTER OF SECTION 18;

THENCE S89°28'58"E, A DISTANCE OF 838.52 FEET;

THENCE S00°17'44"E, A DISTANCE OF 2606.16 FEET;

THENCE N89°30'07"W, A DISTANCE OF 30.00 FEET;

THENCE N00°17'44"W, A DISTANCE OF 1769.98 FEET;

THENCE N89°51'37"W, A DISTANCE OF 1721.29 FEET TO THE POINT OF BEGINNING.

COUNTY OF ADAMS,

STATE OF COLORADO.

WHEREAS, the Adams County Planning Commission held a public hearing on the application on the 14th day of July, 2016, and forwarded a recommendation of APPROVAL to the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners held a public hearing on the application on the 2nd day of August, 2016; and

WHEREAS, substantial testimony was presented by the applicant.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that based upon the evidence presented at the hearing and the recommendation of the Adams County Planning Commission, the application in this case is hereby APPROVED based upon the following findings of fact and subject to the fulfillment of the following conditions by the applicant:

Findings-of-fact:

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

Conditions:

1. This Conditional Use Permit shall expire on August 2, 2037.
2. The site shall maintain a neat and orderly appearance at all times. This includes keeping weeds trimmed and under control pursuant to Section 4-17 of the Adams County Development Standards and Regulations.
3. The solar panels on-site shall be removed when the conditional use permit expires, unless an extension or renewal is granted by the Board of County Commissioners.
4. No landscaping shall be required for this Conditional Use Permit to use the property for a solar garden.

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

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

STATE OF COLORADO)
County of Adams)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 2nd day of August, A.D. 2016.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Stan Martin:



By:



Deputy

Imboden III Solar Project

RCU2016-00041

August 15, 2017

Board of County Commissioners

Community and Economic Development Department
Case Manager: Greg Barnes

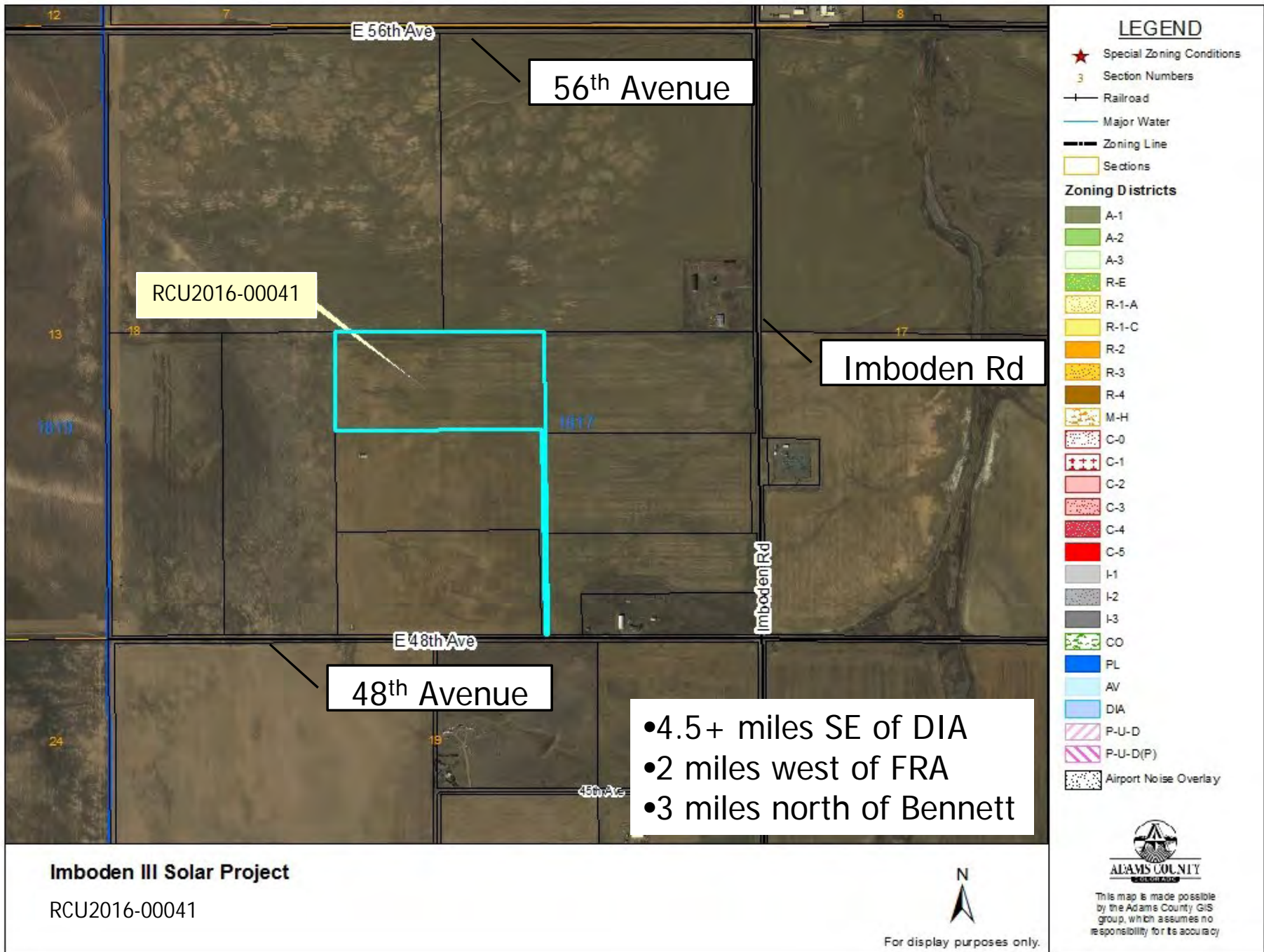


Request

- Conditional Use Permit amendment
 - Extend the expiration date from 2037 to 2038
 - Alter the arrangement of solar panels

Background

- Originally approved by BoCC on 08/02/2016 (RCU2016-00011)
- Part of Xcel's Solar Rewards community program
- Change expiration due to delayed construction:
 - Delayed due to discussion of allocation of credits



Imboden III Solar Project

RCU2016-00041

56th Avenue

RCU2016-00041

Imboden Rd

48th Avenue

- 4.5+ miles SE of DIA
- 2 miles west of FRA
- 3 miles north of Bennett

LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay



For display purposes only.



ADAMS COUNTY

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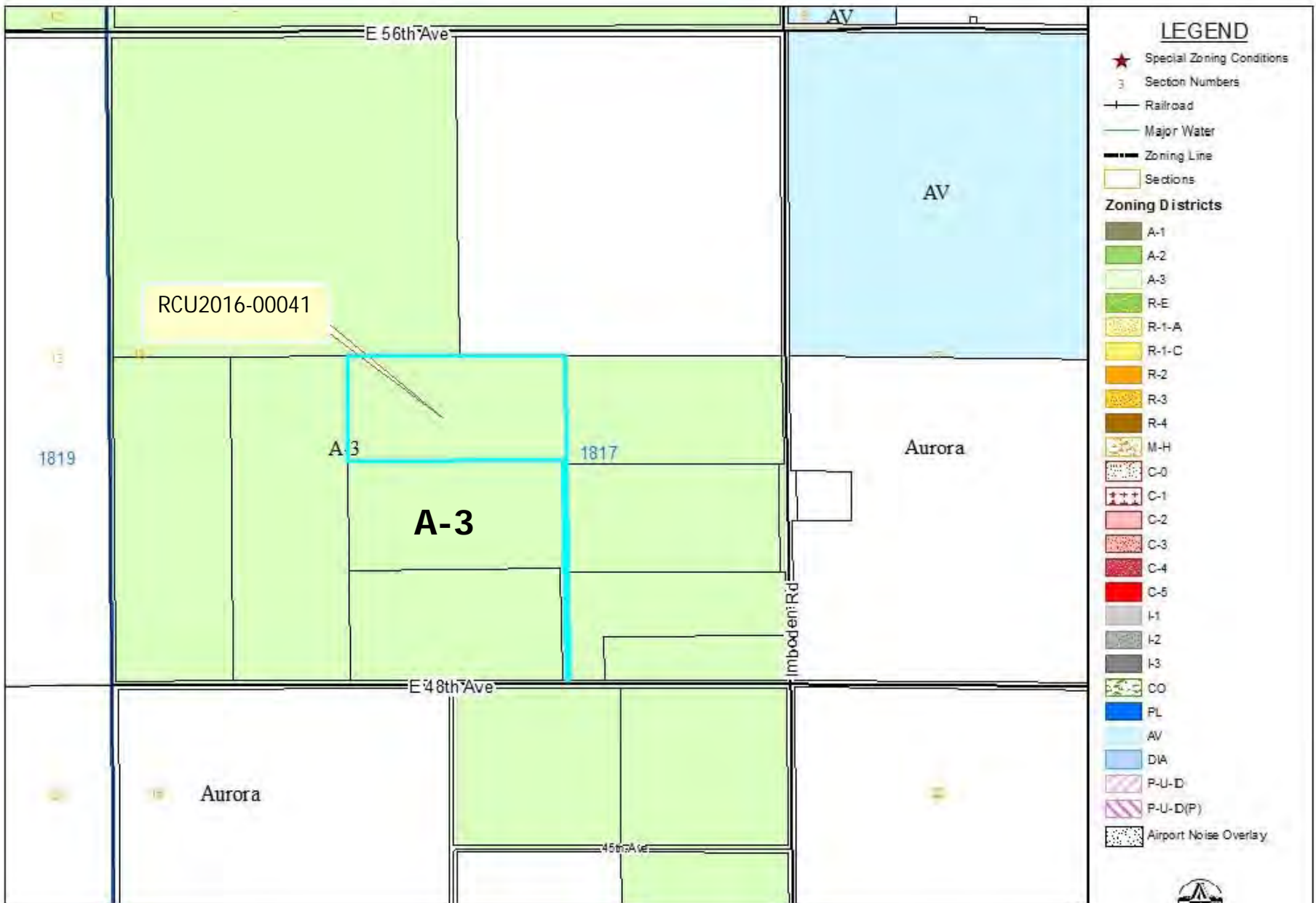


Imboden III

Imboden II

Imboden I

Prior Approvals
Imboden I : 08/12/14
Imboden II : 10/20/15
Imboden III : 08/02/16



LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- +— Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

Imboden III Solar Project
RCU2016-00011

Zoning Map

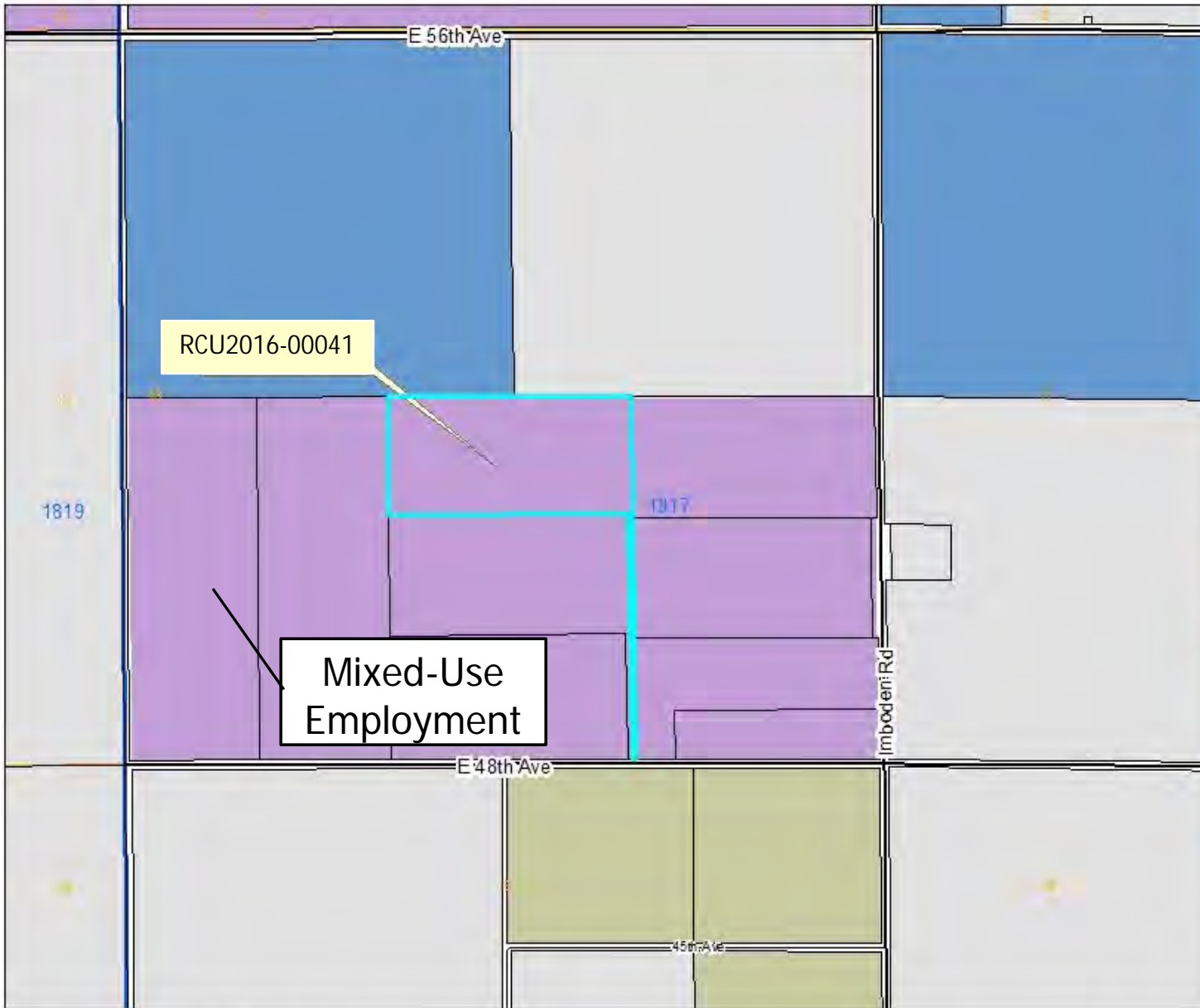


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ADAMS COUNTY
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Mixed-Use Employment:

- Employment centers
- Light industrial, office use



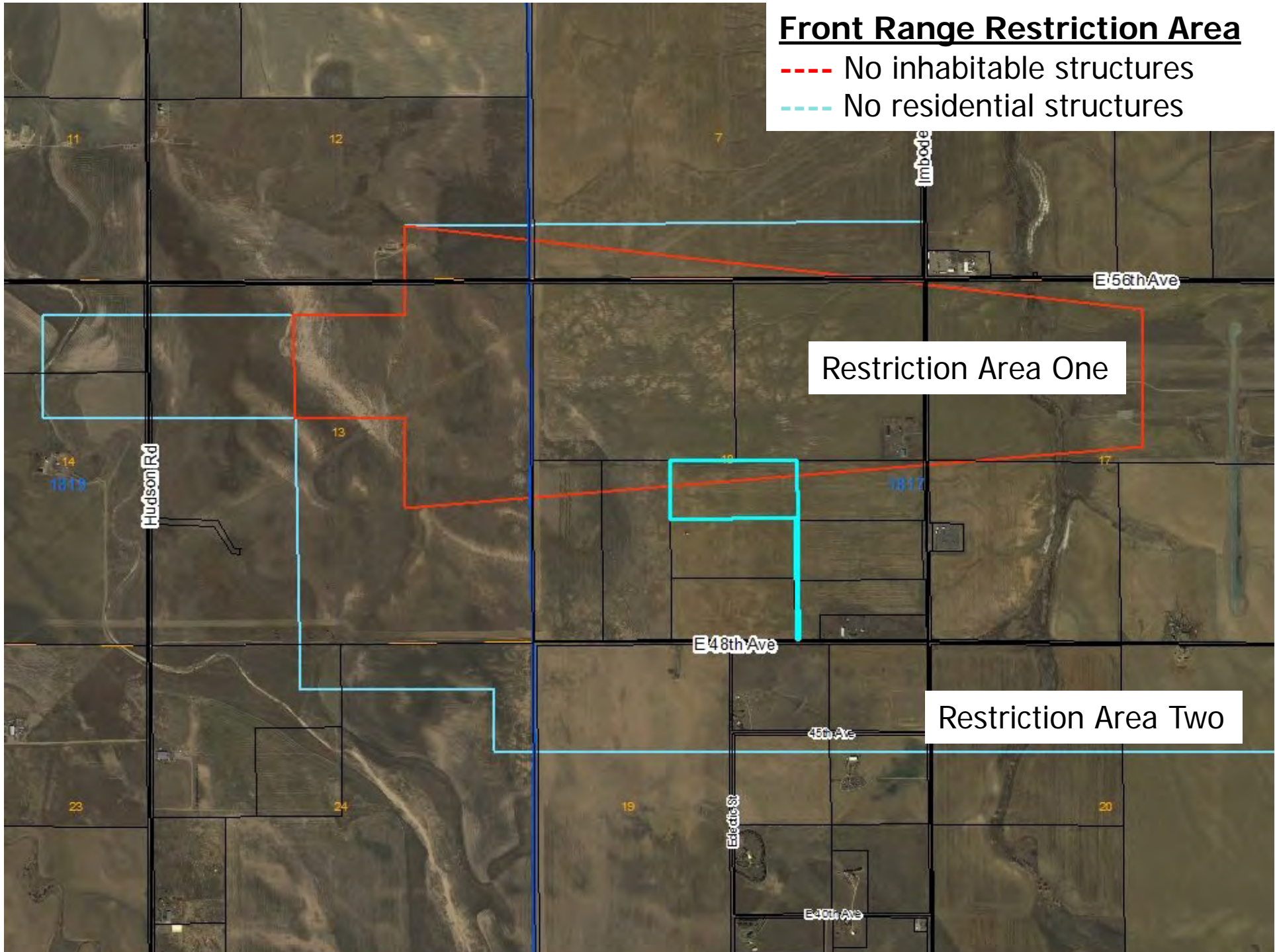
Imboden III Solar Project
RCU2016-00011

N
For display purposes only.


ADAMS COUNTY
MISSOURI
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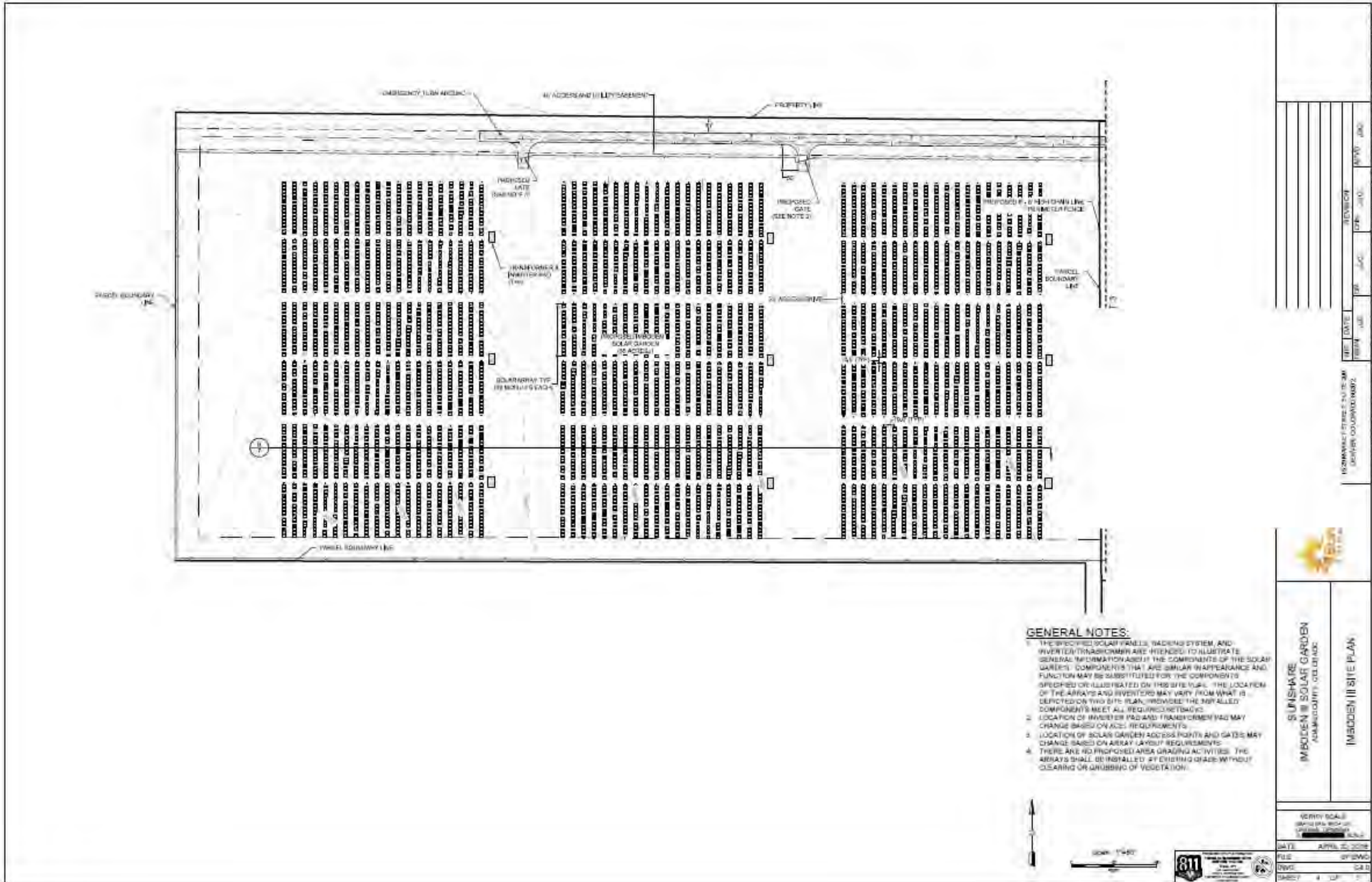
Front Range Restriction Area

- No inhabitable structures
- No residential structures



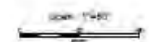
Restriction Area One

Restriction Area Two



GENERAL NOTES:

1. THE SPECIFIED SOLAR PANELS, WADING SYSTEM AND INVERTER/TRANSFORMER ARE INTENDED TO ILLUSTRATE GENERAL INFORMATION AS TO THE COMPONENTS OF THE SOLAR GARDEN. COMPONENTS THAT ARE SIMILAR IN APPEARANCE AND FUNCTION MAY BE SUBSTITUTED FOR THE COMPONENTS SPECIFIED OR ILLUSTRATED ON THIS SITE PLAN. THE LOCATION OF THE ARRAYS AND INVERTERS MAY VARY FROM WHAT IS DEPICTED ON THIS SITE PLAN, PROVIDED THE INSTALLED COMPONENTS MEET ALL REQUIRED REGULATIONS.
2. LOCATION OF INVERTER PAD AND TRANSFORMER PAD MAY CHANGE BASED ON AEC REQUIREMENTS.
3. LOCATION OF SOLAR GARDEN ACCESS POINTS AND GATES MAY CHANGE BASED ON ARRAY LAYOUT REQUIREMENTS.
4. THERE ARE NO PROPOSED AREA GRADING ACTIVITIES. THE ARRAYS SHALL BE INSTALLED AT EXISTING GRADE WITHOUT CLEARING OR GRUBBING OF VEGETATION.



REV.	DATE	BY	CHK.	APP.	NO.

PERMANENT STRUCTURE MAP
OWNER'S COORDINATES

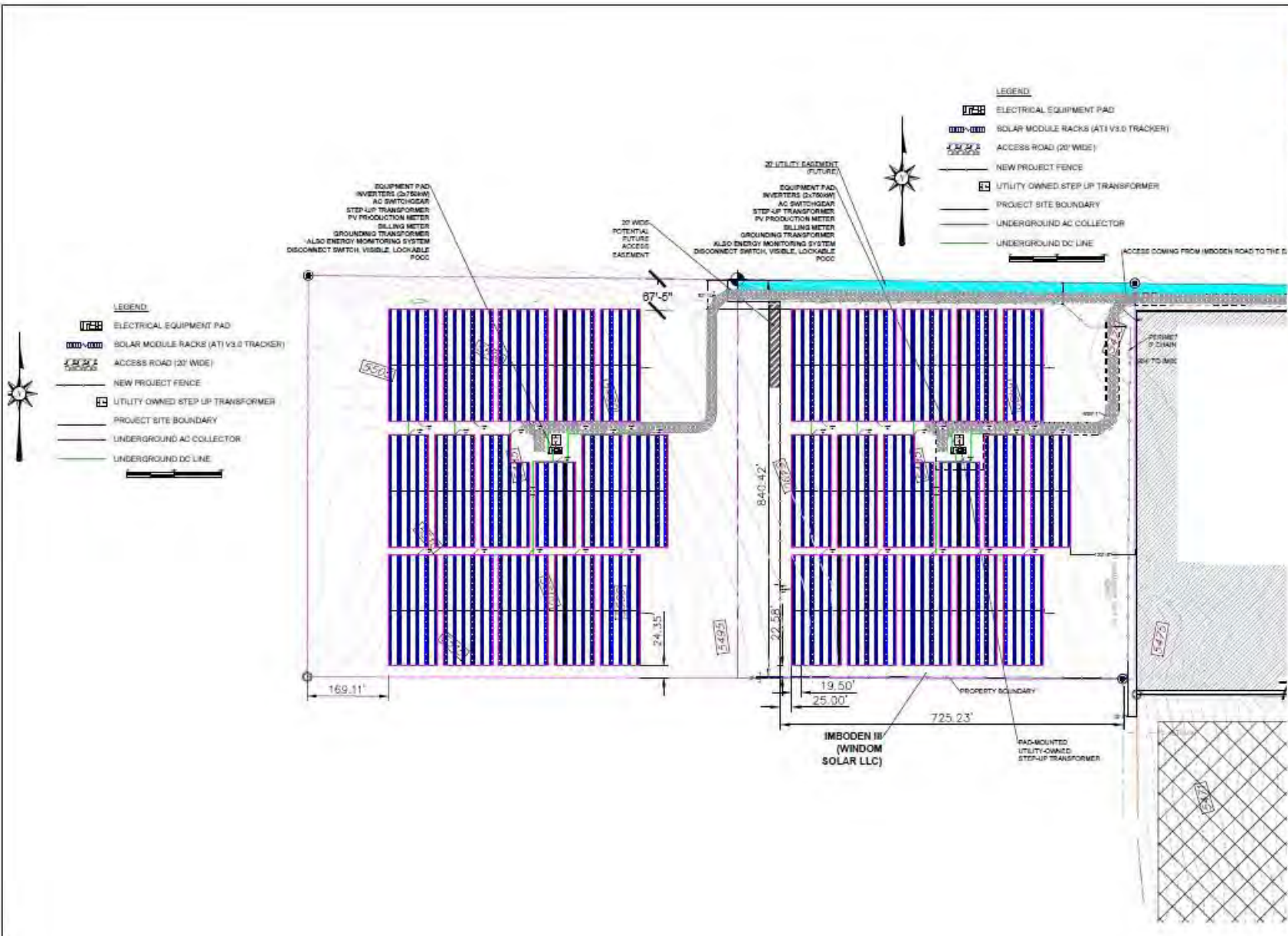
SUNSHARE
SUNSHARE ENERGY SERVICES

MBODEN III SOLAR GARDEN
COMMUNITY DEVELOPMENT

MBODEN III SITE PLAN

VERIFY SCALE	1/8" = 1'-0"
DATE	APRIL 25, 2024
FILE NO.	SP-2100
DWG. NO.	CS-0
SHEET	4 OF 7

Previous Approval
Expires August 2, 2037



REVISION 6
SCALE: NTS
ZONE PLAN
PV-03

Proposed Amendment
Expires August 27, 2038

Development Standards

- Maximum Allowed Height: 15 feet
 - Proposed panel height: **Max of 8 feet**
- Setbacks:
 - Front: 50 ft (**proposed $\geq 1,800$**)
 - Side: 10 ft (**proposed ≥ 100**)
 - Rear: 20 ft (**proposed ≥ 120**)

Approval Criteria

Section 2-02-08-06

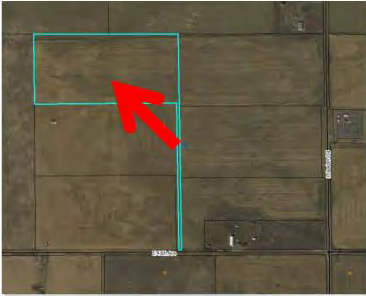
1. Permitted in A-3
2. Consistent with purpose of regulations
3. Comply with performance standards
4. Compatible with surrounding area
5. Addressed any offsite impacts
6. Site is suitable
7. Adequate site plan
8. Adequate infrastructure

Referral Comments

- No concerns from any referral agencies
- Property Owners (1/2 mile area) were notified

Notifications Sent	Comments Received
18	0

Interior of Site



Imboden I
Solar Panels



Imboden I Fencing



Summary

- Staff determination is the request is consistent with:
 - Development Standards and Regulations
 - Surrounding area
 - Comprehensive Plan

PC Update

- Public Hearing: July 13, 2017
- Recommends **Approval** based on 8 Findings-of-Fact, and 3 Conditions.

Conditions

1. The conditional use permit shall expire on August 27, 2038.
2. No landscaping or screen fencing shall be required with development of the conditional use permit site area as shown on Exhibit 3.2 of the staff report.
3. The solar panels on-site shall be removed when the conditional use permit expires, unless another extension or renewal is granted by the Board of County Commissioners.

Findings-of-Fact

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.

Findings-of-Fact

5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.