



# ADAMS COUNTY

**COLORADO**

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

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**STUDY SESSION AGENDA  
TUESDAY  
November 3, 2015**

*STUDY SESSION WILL BEGIN APPROXIMATELY 15 MINUTES AFTER CONCLUSION OF  
PUBLIC HEARING.*

*ALL TIMES LISTED ON THIS AGENDA ARE SUBJECT TO CHANGE.*

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<b>10:30 A.M.</b>	<b>ATTENDEE(S):</b>	<b>Ed Finger</b>
	<b>ITEM:</b>	<b>Internal Audit Plan</b>
<b>11:30 A.M.</b>	<b>ATTENDEE(S):</b>	<b>Norman Wright</b>
	<b>ITEM:</b>	<b>Landscaping Regulations and Administrative Relief Policy</b>
<b>12:00 P.M.</b>	<b>ATTENDEE(S):</b>	<b>Budget Staff</b>
	<b>ITEM:</b>	<b>3<sup>rd</sup> Quarter Budget Report</b>
<b>1:00 P.M.</b>	<b>ATTENDEE(S):</b>	<b>Joelle Greenland</b>
	<b>ITEM:</b>	<b>Approval of Impediments Analysis</b>
<b>1:30 P.M.</b>	<b>ATTENDEE(S):</b>	<b>Heather McDermott</b>
	<b>ITEM:</b>	<b>United Power Agreement</b>
<b>2:00 P.M.</b>	<b>ATTENDEE(S):</b>	<b>Todd Leopold</b>
	<b>ITEM:</b>	<b>Administration Item Review / Commissioner Communications</b>

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

\*\*\*AGENDA IS SUBJECT TO CHANGE\*\*\*



## STUDY SESSION AGENDA ITEM

<b>DATE:</b> November 3, 2015
<b>SUBJECT:</b> Internal Audit
<b>FROM:</b> Ed Finger, Deputy County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>ATTENDEES:</b> Ben Dahlman, Director of Finance
<b>PURPOSE OF ITEM:</b> To present to the BoCC the updated internal audit risk assessment nad the remaining 2015 and 2016 audits plans
<b>STAFF RECOMMENDATION:</b> That the BoCC provide direction to staff on audit prioritization based on the attached plan.

### **BACKGROUND:**

The Adams County Audit Charter requires that the Internal Auditor, among other taks:

- Participate in the development of a flexible annual audit plan, in partnership with County Management, using appropriate risk-based methodology, and submit that plan to the Board of County Commissioners for review and approval.
- Implement the annual audit plan as approved, including, as appropriate, any special tasks or projects requested by County Management and the Board of County Commissioners.

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

See attached risk assessment

### **ATTACHED DOCUMENTS:**

Eide Bailey 2015 Executive Summary and Risk Assessment

**FISCAL IMPACT:**

Either mark X X if there is no fiscal impact or provide the following information for the recommended action:

Fund(s):	
Cost center(s):	
Self-generated / dedicated revenues:	\$
Annual operating costs:	\$
Annual net operating (cost) / income:	\$
Capital costs:	\$
Expenditure included in approved operating budget:	\$
Expenditure included in approved capital budget:	\$
New FTEs requested:	

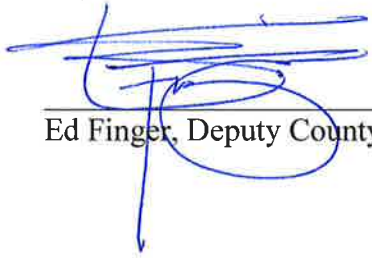
**APPROVAL SIGNATURES:**

**APPROVAL OF FISCAL IMPACT:**

\_\_\_\_\_  
Todd Leopold, County Manager

  
\_\_\_\_\_  
Budget / Finance

\_\_\_\_\_  
Raymond H. Gonzales, Deputy County Manager

  
\_\_\_\_\_  
Ed Finger, Deputy County Manager



2015 Executive Summary and Risk Assessment

# Adams County, Colorado

November 12, 2015

Adams County, Colorado  
2015 Executive Summary and Risk Assessment  
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## **Executive Summary**

Internal Audit departments operate using guidance provided by the International Professional Practices Framework (IPPF) published by the Institute of Internal Auditors. Standards of the IPPF address planning and indicate that risk-based plans should determine the priorities of the internal audit activity, consistent with the organization's goals. The internal audit activity's plan of engagements must be based on a documented risk assessment, undertaken at least annually. The input of senior management and the board must be considered in this process.

With the issuance of RFP 2014.403, Proposal for Internal Auditor Services, our proposal dated October 21, 2014 and the Purchase of Service Agreement signed February 3, 2015, Adams County changed its internal auditor services agreement and vendor to Eide Bailly, LLP. We were hired as part of the Adams County team to provide consulting/special projects as well as risk assessments/internal audits for top management with final reporting and approvals by the Board of County Commissioners. The following report outlines our special projects and risk assessment update process to date. We also included the proposed audit plan for 2015/2016, which may include follow up projects from your previous internal auditors based upon our risk assessment updates. Certain department directors and elected officials provided input as part of the current and updated risk assessment process to ensure key risks were captured for each function within the County. All department directors and elected officials will be included in the interview process/risk assessments updates as the audit plans are refined and approved during 2016.

The risk assessment process is not an exact science. The majority of risks are self-reported by the director and staff of the respective function. While every risk and its associated ranking are thoroughly discussed with the risk's owner, no audit procedures are performed to validate the rankings (thorough audit procedures will be developed and performed as part of the individual audits proposed as a result of this report). The audit team applies professional judgment and experience to determine the final risk rankings.

**It is very important to note that risks are written as if they are occurring. Readers should not assume the noted risk actually exists or that the function is deficient in any way.** The purpose of the risk assessment is to develop an audit plan, not to report problems with current operations. In contrast, the purpose of an internal audit is to evaluate and conclude on the adequacy and effectiveness of operations and internal controls through interviews, review of documentation, testing, and other detailed procedures. A countywide risk assessment does not validate data or go into the same level of detail as an internal audit and should not be viewed as such.

As a result of the risk assessment process and our interviews and updates to date, the following areas were identified for internal audit or follow up audits in 2015/2016, in order of risk assessed:

1. Assessor
2. Clerk & Recorder
3. Finance
4. Sheriff
5. Coroner
6. Treasurer

In addition to function-specific audits, our proposed 2015/2016 audit plan provides for time to maintain the internal audit function at Adams County, perform an on-going entity-wide risk assessment as outlined in this report, follow up on completion of management actions, and address specific additional concerns which may arise during the year. Our complete proposed audit plan, including the results of specific agreed upon procedures projects is included as Figure 3 on page 6 of this report.

## **Objective**

The Adams County Internal Audit function was established through a resolution adopted by the Board of County Commissioners in May 2011 and updated January 6, 2015. A risk assessment is performed as part of any internal audit function, the objective of which is to determine the risks to the organization and develop an appropriate risk-based audit plan.

## **Scope**

The scope of our risk assessment update included all departments and elected offices within Adams County. The previous risk assessment also included the Public Trustee (appointed by the Governor). The County Commissioners established the scope of internal audit to include all activities with financial risk; in other words, activities that have a direct impact on the county-approved budget. We considered additional risk factors (legal/regulatory, operational, and reputational) at the specific request of the individual department directors or elected officials.

## **Procedures Performed**

We performed the following procedures to complete our risk assessment:

1. **Presentation of methodology to directors/officials interviewed**- Upon inception of the internal audit function in 2015, our risk assessment methodology and procedures were presented to the department directors and elected/appointed officials that we met with to promote consistency within the process across all operating entities. For the 2015 and subsequent risk assessments, we will present our methodology to any newly interviewed and/or elected officials or newly hired department directors.
2. **Solicitation of risks**- Each director/official was asked to review the goals/responsibilities of their function and risks to accomplishing these goals/responsibilities. For each risk, respondents were instructed to rank the magnitude of impact and likelihood of occurrence.

**Magnitude of impact** assesses the severity of the risk, assuming it were to occur, using rankings of high, medium, and low.

**Likelihood of occurrence** assesses the chance the risk will come to fruition, regardless of the severity of the risk, using rankings of probable, potential, and remote.

3. **Evaluation of risks**- Internal Audit reviewed all completed risk assessments in conjunction with the function's goals/responsibilities, information available on the function's internet/intranet sites, and Internal Audit's experience with government operations. Additional risks or changes to risk rankings were proposed when deemed appropriate.
4. **Departmental interviews**- Internal Audit held individualized risk assessment sessions with each elected official and department director, listed below (*Figure 2, Page 5*). Internal Audit also met with top management and elected officials to obtain their input regarding updates to the 2015 risk assessment. The purpose of these meetings and contacts was to clarify responses submitted in the self-assessment, review and revise risk rankings as necessary, and discuss additional risks proposed by Internal Audit.
5. **Validation of risks**- To ensure risks and associated rankings were appropriately captured, top management was provided copies of the final risks/rankings and given the opportunity to propose additional changes.

6. Consolidation of risks- Upon completion of the risk validation process, risks from each function were consolidated into a master risk assessment covering the entire county. We assigned risk rankings numerical weights as presented in *Figure 1: Risk Rankings*:

*Figure 1: Risk Rankings*

Magnitude Rankings		Likelihood Rankings	
High	3	Probable	3
Medium	2	Potential	2
Low	1	Remote	1

Financial magnitude was multiplied by the likelihood ranking to arrive at an overall raw risk score.

As discussed in the preceding scope section, some county officials and departments requested an expanded risk assessment scope to evaluate aspects of their operations with legal/regulatory, operational, and reputational risks. When all four categories of risk were considered, we multiplied the mathematical average of rankings in all four of the magnitude categories by the likelihood ranking to arrive at an overall raw risk score.

In addition to individualized risk rankings, we used initial 2014 budgeted expenditures as another factor in the risk assessment process. Risks associated with departments with larger budgets were given additional weight. Departmental budgets were summarized and given a “percent rank” in relation to other departments. This percent rank was added to the overall raw risk score as a “budgetary factor” to produce a final risk score.

Since Internal Audits were conducted at some Adams County departments during the years 2012 through 2014, we developed a “prior audit” factor which when applied, reduced the final risk score for the audited departments.

As the Internal Audit function continues to mature, overall risk scores in future years will likely include additional factors influencing risk such as the number of agreed upon management actions not completed. Such additional factors will help ensure that all functions receive adequate audit coverage, regardless of initial risk rankings.

7. Development of audit plan- We translated the final risk scores into relative rankings and sorted the scores in descending order. It is important to note that individual risk factors do not necessarily translate one for one into proposed audits. In some cases, the noted risk may be an inherent risk for which the County has no control over. In these cases, the County should be aware that the risk exists despite the fact that the risk cannot be addressed in an audit. In other cases, individual risks may not warrant a discrete internal audit and rather, are combined with other risks to produce a more comprehensive audit of the function. Further detail on the proposed audit plan is included in the “Proposed Audit Plan” section below.



8. Presentation of draft risk assessment and audit plan- This report, in draft format, was presented to top management for review and comment prior to formal adoption of the annual audit plan by the Board of County Commissioners in public hearing. While all comments were considered, Internal Audit, as an independent function reporting directly to the Board of County Commissioners, made the final decisions on risks, rankings, and proposed audits presented to the Board.
9. Approval of annual audit plan- As a final step in the risk assessment and audit planning process, the audits outlined in this report are presented to the Board of County Commissioners for final approval.

### **Individuals Contacted**

Department Directors and elected/appointed offices were contacted for input into the updated risk assessment process to date. *Figure 2: Departmental Contacts* lists each function contacted, along with the function's respective leader. Internal Audit contacted each of these individuals as part of the updated risk assessment process. Additionally, the majority of functions included key members of their staff when providing input and feedback.

#### *Figure 2: Departmental Contact*

Assessor's Office – Patsy Melonakis  
Clerk & Recorder – Stan Martin  
Commissioner's Office – Todd Leopold  
Deputy County Manager – Internal Services-Ed Finger  
Coroner's Office – Monica Broncucia-Jordan  
Sheriff's Office – Michael McIntosh  
Finance – Benjamin Dahlman  
Treasurer's Office – Brigitte Grimm

### **Proposed Audit Plan**

Internal audit was set up with an annual budget affording approximately 800 annual audit hours. We have structured our special project and internal audit plan to fit within close proximity to this budget. The internal audit budget also includes audit hours to administer the audit function, update the risk assessment annually, and conduct follow up audits to determine if agreed upon management actions have been satisfactorily completed.

Based on the results of our updated risk assessment, we propose the 2015/2016 internal audit plan presented in *Figure 3: Proposed audit plan*. Our proposed audit plan was based on the risk assessment results and our knowledge of county government operations. This plan may be modified as necessary during the year to address immediate concerns or changing conditions. Specific timing of each audit engagement will be determined upon approval of the audit plan and coordination with auditees.

Figure 3: Proposed audit plan

<b>2015/2016 Internal Audit Proposed Schedule</b>	<b>Status</b>	<b>Hours</b>
2015 Risk Assessment- Interviews with department directors/elected officials to update risk assessment to evaluate risks to the County and develop the 2015/2016 internal audit plan.	Complete	200
2016 – Assessor’s office Review of departmental operations and compliance with laws and regulations, specifically the process to assess mobile home parks and resulting Board of Equalization hearings and appeals process that have been denied the Office. Upon discussions with the Assessor, we expect to schedule the internal audit in May, 2016	TBS	
2015/2016 - Clerk & Recorder-Review of operations, internal controls, segregation of duties and off-site cash collection sites.	TBS	100
2015/2016 - Finance-Payroll analysis/strategy to determine best practices, efficiencies and effectiveness in changing payment cycles and processes and potential vulnerabilities with current planned timing.	TBS	100
2016 – Sheriff – operational audits of the office, internal controls, segregation of duties, search and seizure funds, commissary funds based upon risks the Sheriff would like addressed.,	TBS	
2016 – Coroner – internal controls surrounding inventory collection, safeguarding, reporting and releases to appropriate persons.	TBS	
2016 - County Treasurer’s Office- Follow up review of adequacy of internal controls over financial operations, including receipt and disbursement of funds and roll out of new treasury management system.	TBS	100
2016 – Community and Economic Development-Review of grants and internal controls surrounding the compliance of those grants (policies, allocations and sub-recipient monitoring) handled by grant managers in this department.	TBS	
<b>2015 Special Projects</b>		
Marijuana Lot Drawing We assisted with the conduction of the Marijuana Lot Drawing held on January 27, 2015 for selection of applications for marijuana establishments as outlined in the Adams County Board of County Commissioner Resolution 2014-358 Approving Marijuana Regulation Amendments in Unincorporated Adams County	Completed	100
Stormwater Utility Fees We reviewed the internal controls surrounding the billing process and tested the billing process and calculations before bills were mailed to constituents of unincorporated Adams County related to the 2015 Stormwater Utility Fee billed in accordance with the Adams County Resolution Establishing Rates, Fees and Addressing Credit and Appeal Policies and Additional Details	Completed	100
2015 - Stormwater Utility Fee Follow Up Process-to determine if internal controls as tested were implemented and continuing to function as expected during the current live billing process.	TBS	50
Administration- Time required to manage the internal audit function, not otherwise associated with specific audits.	Ongoing	50
<b>Total budgeted hours- 2015</b>		<b>800</b>

In addition to our 2015/2016 audit plan, further details for 2016 internal audits include the following:

1. 2016 Risk Assessment- Continue to meet with department directors and elected officials to update the risks/rankings identified in the 2015 risk assessment to refine the 2016 audit plan.
2. County Assessor's Office- Review adequacy of controls over property discovery and valuation. We are proposing the same scope of work to be performed, upon agreement of the Assessor, who will have been in office for 1 year in January 2016. We understand that we will be scheduling our internal audit of this office in May, 2016.
3. Sheriff's Office Cash Collection Process- Review the process by which the Sheriff's Office collects cash for all major functions, such as payment of citations issued. Review to include internal controls over citation issuance and tracking processes, as well as collection of other receivables.
4. Coroner's Office Inventory in-take procedures-Review the process by which inventory is collected within the office, the accountability of the collection process, safeguarding of the inventory and eventual return of property to family members or next-of-kin.
5. Grant audits within departments targeting the efficiency and effectiveness of managing the grant process against compliance and sub-recipient monitoring.
6. 2015 Follow Up- Review and testing of completion status of agreed-upon management actions.

## Appendix A- Risk Assessment Results

The table on the following pages presents the results of our risk assessment procedures as detailed in this report. **We reemphasize that these risks represent potential areas of concern rather than actual problems.** The vast majority of these risks would likely appear for any government or organization performing similar functions. The reader should not infer that this document is a reflection on the strengths or weaknesses of a particular function or the management of that function.

The following guidance relating to ranking of risks was provided to each county function when completing the risk assessment:

### Magnitude rankings

**High risk:** Material impact on budget or financials (defined as \$1,000,000 or greater potential impact), cash flow seriously affected; serious diminution in the County's reputation with adverse publicity; major impact on customer service/significant downtime of critical applications/significant impact on employee morale; severe regulatory/legal criticism and Board attention required.

**Medium risk:** Moderate impact on budget or financials (defined as between \$100,000 and \$1,000,000); cash flow impact will be absorbed under normal operating conditions; impact on reputation, at least in the short term; potential impact to customer service/potential downtime of critical applications/consequences can be absorbed under normal operating conditions; potential for regulatory/legal criticism and Director-level attention required.

**Low risk:** Low (less than \$100,000) or no impact on budget or financial results; no impact on reputation; no impact to customer service/can be resolved by managers and staff; No regulatory or legal criticism.

### Likelihood rankings

**Probable:** Risk issues are occurring or have a high likelihood of occurrence.

**Potential:** Risk may not be currently occurring, but may be reasonably expected to occur in the future.

**Remote:** Risk issues are expected to occur under exceptional circumstances only.

Areas with high magnitude rankings may be insignificant if the likelihood of occurrence is remote. Similarly, areas ranked as probable to occur/currently occurring may be insignificant if the corresponding ranking on magnitude of impact is low.

Risk	Entity	Financial	Regulatory & Legal	Operational	Reputation	Likelihood of Occurrence	Raw Risk Score	Final Risk Score
Risk that real or personal property might not be discovered for taxation	Assessor	Low	High	High	High	Probable	7.50	15.84
Risk that mil levies may not be entered into the system correctly	Assessor	Low	High	High	High	Remote	2.50	5.84
Risk that property valuation could be altered inappropriately or that the valuation amounts entered could be inaccurate	Assessor	Low	High	High	High	Probable	7.50	15.84
Risk that a property may not be correctly associated with all applicable taxing districts	Assessor	Low	High	High	High	Remote	2.50	5.84
Risk that appraisal staff may not hold or maintain a valid and appropriate appraiser's license or meet the continuing education requirements for that license	Assessor	Low	High	High	High	Potential	5.00	10.84
Risk that statutory deadlines could be missed	Assessor	Low	Low	Low	Low	Remote	1.00	2.84
Risk that property could be inappropriately classified as exempt due to data entry error or fraud	Assessor	Low	High	High	High	Probable	7.50	15.84
Risk that current or previous employees could have inappropriate access, or an inappropriate level of access, to automated systems	Assessor	Low	High	High	High	Potential	5.00	10.84
Risk that agricultural or commercial landowners could fraudulently complete their valuation questionnaires with inaccurate information to reduce their land valuations	Assessor	Low	High	High	High	Potential	5.00	10.84
Risk that property tax abatement could be processed inappropriately or without proper authorization	Assessor	Low	High	High	High	Probable	7.50	15.84
Risk that information required by law to be maintained confidential could be released or compromised	Assessor	Low	High	High	High	Potential	5.00	10.84

Risk	Entity	Financial	Regulatory & Legal	Operational	Reputation	Likelihood of Occurrence	Raw Risk Score	Final Risk Score
Risk that fees collected could be misappropriated	Clerk & Recorder	Low	High	High	High	Potential	5.00	5.57
Risk that items in the title, plate, or tab inventory could be misappropriated or lost	Clerk & Recorder	Low	Low	Medium	High	Potential	3.50	4.07
Risk that cash from motor vehicle offices could be stolen by an external party	Clerk & Recorder	Low	Low	High	High	Potential	4.00	4.57
Risk that errors might occur during the election process, requiring the election to be redone	Clerk & Recorder	Medium	High	Medium	High	Potential	5.00	5.57
Risk that a theft or catastrophic incident will destroy historical public property records, which have no backup or second copy. Incidents could include water leaks above the historical records, fire and sprinkler system, tornado, etc.	Clerk & Recorder	Low	Medium	Medium	High	Potential	4.00	4.57

Risk	Entity	Financial	Regulatory & Legal	Operational	Reputation	Likelihood of Occurrence	Raw Risk Score	Final Risk Score
Risk of vendor fraud	Finance	High	Medium	Medium	High	Potential	5.00	4.26
Risk that one or more department director(s) could overspend federal or state grants and allocations, which may require the County's general fund to cover the overexpenditure	Finance	High	Medium	Medium	High	Potential	5.00	4.26
Risk that employees may commit fraud	Finance	Medium	Medium	Low	High	Potential	4.00	3.51
Risk that the County might purchase services inappropriately through a sole source procurement, or with inadequate evaluation criteria, which could impair fair competition or result in poor quality performance or excessive costs	Finance	Medium	Low	Low	High	Potential	3.50	3.14
Risk that employee income tax withholdings may not be paid timely or in correct amounts, which could subject the County to penalty and interest payments	Finance	Low	Low	Low	Low	Remote	1.00	1.26
Risk that errors may occur in the final check paid to an employee who is terminating employment, requiring the County to collect the overpayment or pay additional funds due	Finance	Low	Low	Low	Low	Potential	2.00	2.01
Risk that contracts could be executed without proper approvals and authorizations	Finance	Medium	Medium	Medium	Medium	Potential	4.00	3.51
Risk that vendor tax IDs and names may not match on W-9s and 1099s, which could subject the County to fines and require additional staff time to resolve	Finance	Low	Medium	Low	Low	Potential	2.50	2.39
Risk that assets may not be properly tracked, resulting in possible loss or theft	Finance	Low	Low	Low	Low	Remote	1.00	1.26
Risk that other departments/offices might be running duplicate finance/purchasing functions, which could impair ADCO's ability to enforce policies and controls and reduce efficiency	Finance	Medium	Low	Medium	Low	Potential	3.00	2.76
Risk that fraudulent payments might be made to "ghost" employees	Finance	Low	Low	Medium	Low	Remote	1.25	1.45
Risk that employees could split vendor payments to circumvent internal controls	Finance	Low	Low	Low	Low	Potential	2.00	2.01
Risk that inappropriate purchases could be made, which might not represent the best use of county funds	Finance	Low	Low	Low	Medium	Potential	2.50	2.39
Risk that the County is noncompliant with federal, state and other grants that would impair its qualifications to receive future allocations and grant awards	Finance	High	High	Medium	Medium	Potential	5.00	4.26
Risk that ineffective collection processes for the stormwater program could result in inaccurate budgeting and improper administration	Finance	High	Medium	High	High	Potential	5.50	6.23
Risk that properties in unincorporated Adams County would not be assessed the correct stormwater fee, risking over- or undercharging customers	Finance	Medium	Low	High	High	Probable	6.75	7.48
Risk that purchasing authorization limits for directors and the county manager may not be set appropriately, weakening the control if limits are set too high or increasing purchasing department workload if limits are set too low	Finance	Medium	Low	Medium	Low	Potential	3.00	2.76

Risk	Entity	Financial	Regulatory & Legal	Operational	Reputation	Likelihood of Occurrence	Raw Risk Score	Final Risk Score
Risk that revenues from traffic tickets, other fines and fees, and handgun permits may be misappropriated	Sheriff	Low	Medium	Low	Medium	Remote	1.50	2.44
Risk that goods and services may not be put out to competitive bid as required	Sheriff	Low	Low	Medium	Low	Remote	1.25	2.19
Risk that items purchased with County funds may be subject to waste and abuse	Sheriff	Low	Low	Low	Medium	Remote	1.25	2.19
Risk that grant provisions may not be adhered to, resulting in loss of funding	Sheriff	Low	Medium	Low	Low	Remote	1.25	2.19
Risk that County-owned assets, including weaponry and specialized police equipment, may not be appropriately secured	Sheriff	Low	Low	Low	Medium	Remote	1.25	2.19
Risk of lawsuits relating to police actions	Sheriff	Medium	Medium	Medium	High	Potential	4.50	5.44
Risk that impounded vehicles may be Ineffectively secured	Sheriff	Low	Low	Low	Low	Remote	1.00	1.94
Risk that Ghost" employees may be added to payroll "	Sheriff	Medium	Low	Low	Medium	Remote	1.50	2.44
Risk of seizure and/or commissary funds or assets could be misappropriated	Sheriff	Low	Low	Low	Medium	Remote	1.25	2.19
Risk of staffing adequacy and that personnel leave due to the nature of the work leaving the office with limited resources	Sheriff	Medium	Low	Medium	Low	Potential	3.00	3.94



Risk	Entity	Financial	Regulatory & Legal	Operational	Reputation	Likelihood of Occurrence	Raw Risk Score	Final Risk Score
Risk that personal property from deceased could be lost or misappropriated	Coroner	Low	Medium	Medium	High	Potential	4.00	4.15
Risk that evidence to support the cause of death may not be adequately maintained, resulting in potential litigation	Coroner	Low	Medium	Low	Medium	Remote	1.50	1.65
Risk of lawsuits resulting from potentially inappropriate handling or disposition of deceased persons	Coroner	Low	Low	Low	Medium	Remote	1.25	1.40
Risk of staffing adequacy and that personnel leave due to the difficult nature of the work leaving the office with more work than they are able to do	Coroner	Medium	Low	Medium	Medium	Potential	3.50	3.65

Risk	Entity	Financial	Regulatory & Legal	Operational	Reputation	Likelihood of Occurrence	Raw Risk Score	Final Risk Score
Risk that tax payment might be applied to the wrong account or that duplicate payments could be made	Treasurer	Low	Low	Medium	Medium	Remote	1.50	1.20
Risk that funds could potentially be embezzled/misappropriated during collection of property tax payments	Treasurer	Low	Low	Medium	Medium	Remote	1.50	1.20
Risk that funds could be misappropriated from cash drawers	Treasurer	Low	Low	High	High	Potential	4.00	3.08
Risk that physical security may not be adequate to protect staff from physical harm or funds from potential theft	Treasurer	Low	Low	High	High	Remote	2.00	1.58
Risk that cash might be left unsecured, subjecting funds to potential misappropriation	Treasurer	Low	Low	Low	Medium	Remote	1.25	1.01
Risk that cash transmitted from other county agencies could be misappropriated during processing	Treasurer	Low	Low	Low	Medium	Remote	1.25	1.01
Risk that controls may not be adequate to prevent funds from being misappropriated or moved erroneously from one taxpayer account to another	Treasurer	Low	Low	Medium	Medium	Remote	1.50	1.20
Risk that a false vendor could be created and payments made to that false vendor without detection	Treasurer	Low	Low	Low	Medium	Remote	1.25	1.01
Risks of changing financial institutions	Treasurer	Low	Low	Low	Low	Remote	1.00	0.83

<b>Preliminary Assessments - Other departments</b>		
Department	Average Raw	Average Final
County Attorney	5.03	5.39
Community and Economic Development	4.59	5.22
County Manager	4.10	4.83
Facility Operations	5.44	4.56
Human Services	3.50	4.50
Commissioner's/County Mgr. Office	3.70	4.01
Parks & Community Resources	3.06	3.87
Emergency Management	3.63	3.63
Transportation	3.75	3.48
Human Resources	3.55	2.86
Front Range Airport	3.32	2.84
Finance and Budget	2.75	2.57
Strategic and Long Term Planning	3.17	2.53
District Attorney	1.67	2.45
Information Technology	2.59	2.33
Fleet	2.38	2.29
Public Trustee	2.00	2.05



## STUDY SESSION AGENDA ITEM

<b>DATE:</b> November 3 <sup>rd</sup> , 2015
<b>SUBJECT:</b> Review of current landscaping ordinance and administrative review policy
<b>FROM:</b> Norman Wright
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>ATTENDEES:</b> Norman Wright, Kristin Sullivan, Nana Appiah
<b>PURPOSE OF ITEM:</b> Review of information and guidance on recommendations for further study
<b>STAFF RECOMMENDATION:</b> Approval of request to examine surrounding municipal standards and develop improvements to Adams County's standards.

### **BACKGROUND:**

Members of the board recently requested a presentation on the County's current standards for landscaping and administrative review. During the development of the presentation, staff identified several needs that warrant special attention. In particular, the use of a "one size fits all" approach to landscaping regulations creates inflexibility and real challenge to many projects that seek to satisfy our requirements. Likewise, when flexibility is necessary, we provide it through an administrative relief process that is open to a degree of discretion that may (or may not) be warranted. Guidance from the Board is needed as staff explores improvements to the current standard.

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

### **ATTACHED DOCUMENTS:**

Presentation

**FISCAL IMPACT:**

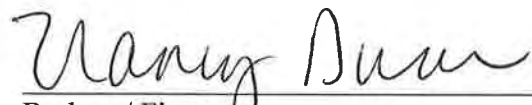
Either mark (X)   X   if there is no fiscal impact or provide the following information for the recommended action:

Fund(s):	
Cost center(s):	
Self-generated / dedicated revenues:	\$
Annual operating costs:	\$
Annual net operating (cost) / income:	\$
Capital costs:	\$
Expenditure included in approved operating budget:	\$
Expenditure included in approved capital budget:	\$
New FTEs requested:	

**APPROVAL SIGNATURES:**

**APPROVAL OF FISCAL IMPACT:**

\_\_\_\_\_  
Todd Leopold, County Manager

  
\_\_\_\_\_  
Budget / Finance

  
\_\_\_\_\_  
Raymond H. Gonzales, Deputy County Manager

\_\_\_\_\_  
Ed Finger, Deputy County Manager

# Landscaping Regulations & Administrative Relief

Community and Economic Development

Norman Wright



# Outline

- Overview of regulations
  - Basic requirements
  - Areas for improvement
- Administrative relief
  - Origins
  - Recent activity
  - Pros and cons



# Landscaping Regulations

- Why do we require landscaping?
  - Section 4-16-01, Purpose:
    - Enhance and promote unique image for Adams County
    - Protect the public health, safety, and welfare
    - Conserving water resources by promoting drought tolerant plantings
    - Ensuring landscaping is an integral part of site design and development



# Landscaping Regulations

- When do we require a property to meet current landscaping requirements?
  - New development
  - Existing development meets the definition of a Change-In-Use
    - Change from one principal use to another
    - Active and continuous operations are not carried on for a period of six months or greater
    - In cases of multi-building or multi-tenant properties, the gross floor area of the building expands 50% or more; or the required parking expands 25% or more
- Agricultural uses do not require landscaping

# Landscaping Regulations

- What do we require on site:
  - 10% of total site area
  - ½ of all landscaping along ROW
  - Five options for buffer yard along ROW:
    1. 25-foot depth; 1 tree / 2 shrubs per 40 ft.
    2. 20-foot depth; 1 tree / 2 shrubs per 40 ft
    3. 10-foot depth; 2 trees / 5 shrubs per 40 ft
    4. 5-foot depth; 1 tree / 2 shrubs per 40 ft and a 30" high decorative wall
    5. Berm two feet in height; 1 tree / 5 shrubs per 60 ft.





Option #2



# Option #2







Option #3



# Landscaping Regulations

- What do we require? (cont.)
  - Bufferyard landscaping
    - Landscaping along exterior boundaries that depend on the adjacent use
    - Bufferyards A, B, C, and D vary from 5-15 feet in depth

Land Use	Residential Uses	Commercial Uses	Industrial Uses	Institutional Uses
Residential Uses	A	C	D	A
Commercial Uses	C	A	B	B
Industrial Uses	D	B	none	D
Institutional Uses	A	B	D	A



# Buffer Yard "B"



6yd

DUMPSTER  
FOR  
TENANTS  
USE ONLY  
VIOLATORS  
WILL BE  
PROSECUTED





Buffer Yard "C"





Buffer Yard "D"



# Landscaping Regulations

- Parking lot landscaping
  - When 10 or more parking spaces are required, internal parking lot landscaping is required
  - This can satisfy the 10% total requirement

<i>Number of Parking Stalls</i>	<i>Required Landscaped Area</i>
0-9	None required
10-25	15 sq. ft. per stall
26-50	18 sq. ft. per stall
51-99	25 sq. ft. per stall
100 or more	35 sq. ft. per stall



# Parking Lot Landscaping





# Landscaping Regulations

- Landscaping areas must contain 75% living material
- *This regulation motivates many applicants to install sod or other water-intensive ground cover*
- 25% may be non-living such as rock, mulch
- In Eastern Adams County, living material is reduced to 50%





Living material

Hidden behind berm





Living material is costly  
and difficult to maintain



Maintenance  
not always  
sustainable









# Analysis

- Adams County landscaping standards are set at a lower standard compared to surrounding municipalities.
- The benefit
  - Lower cost to developer
- The cost
  - Less benefit to surrounding properties
  - Less ability to “enhance and promote a unique image”
- Dilemma
  - Less upfront cost does not prevent long term costs (lack of maintenance, water consumption)

# Recommendation

- Further examine standards of surrounding municipalities and raise standard to something equivalent
- Move to a context sensitive standard instead of a “one size fits all”, unique standard for different project types, land uses, or zones
- Consider a proper xeriscaping ordinance and incentives for low impact development (LID) features

# Administrative Relief

- 4-16-21, Administrative Relief
  - Purpose is stated to add flexibility when a standard is inapplicable or inappropriate to a specific use or design proposal
  - Does not mean that a requirement is reduced without compensation

# Origins

- Removed in 2003 regulations
- Reinstated on 2010
- Purpose is provide an option to expedite site plan approvals



# Administrative Relief

- Written request submitted to Director
- Include justification
- Decision made within 10 days
- An appeal may be made to the Board of Adjustment
- BOA may approve the appeal, modify the administrative decision, or deny the appeal

# Administrative Relief

The Director of Planning and Development must make all of the following findings in order to grant administrative relief:

1. The strict application of the regulations in question is unreasonable given the development proposal or the measures proposed by the applicant or the property has extraordinary or exceptional physical conditions or unique circumstances which do not generally exist in nearby properties in the same general area and such conditions will not allow a reasonable use of the property in its current zone in absence of relief;
2. The intent of the landscaping section and the specific regulations in question is preserved, and;
3. The granting of the administrative relief will not result in an adverse impact upon surrounding properties.

# Administrative Relief

- Additionally, the regulations include the following policies for guidance:

## Policies:

1. The County recognizes the specific landscape requirements in this Section cannot and do not anticipate all possible landscape situations. In addition, the County recognizes there may be landscape proposals that conform to the purpose, intent and objectives of the landscape standards, but were not anticipated in the specific regulations. Therefore, the County may grant administrative relief in the event of these situations and proposals
2. The County recognizes a proposed development of a relatively small commercial or industrial lot, which was created prior to the current landscape requirements, or the expansion or remodeling of an existing commercial site may present unusual difficulties in complying with the current requirements. Therefore, the County may grant administrative relief in the event of these situations and proposals

# Administrative Relief

## Policies (*cont'd*)

3. The County shall attempt to balance the reasonable use of such a lot with the provisions of required landscaping. This balance will be affected by the site's characteristics, as well as the proposed development plan
4. The County recognizes in order to allow reasonable development, there should be an upper limit to the amount of the site, which is required to be landscaped. As a general guideline for relatively small commercial or industrial lots (1 acre or less), the requirements should not exceed 25 % of the site



# Analysis

- Administrative relief is driven by a desire to create flexibility and expedited review option
- Flexibility difficult with a one-size-fits-all regulation
- Both administrative relief and variances in general deserve discussion. How much flexibility is really appropriate?



# Option #2







Option 2 for  
redevelopment site

# Recommendation

- Revisit the policy and replace with an Alternative Compliance option
  - Enhanced, objective criteria
  - “If then” situational standards
  - Based on physical hardships, factual
  - Limit to specific project types
  - Continue to provide approval to minor changes without a BOA variance request



## STUDY SESSION AGENDA ITEM

<b>DATE:</b> November 3, 2015
<b>SUBJECT:</b> Third Quarter Budget Report for 2015
<b>FROM:</b> Theresa Wilson, Budget Supervisor
<b>AGENCY/DEPARTMENT:</b> Budget Office
<b>ATTENDEES:</b> Budget Office Staff (Nancy Duncan, Theresa Wilson, Pernell Olson, Raylene Taylor)
<b>PURPOSE OF ITEM:</b> Present the Third Quarter Budget Report for 2015 to the BoCC and answer any associated questions.
<b>STAFF RECOMMENDATION:</b> This is an informational item only - no further action required.

### **BACKGROUND:**

Budget Office staff would like to present the Third Quarter Budget Report for 2015 to the BoCC. To promote financial transparency, good fiscal practices, and keep the BoCC fully apprised of the County's financial position, budget vs. actual financial data will be analyzed and reported to the BoCC on a quarterly basis. As a companion piece, a Third Quarter Capital Improvement Plan Status Report will also be presented.

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

County Manager's Office and Budget Office

### **ATTACHED DOCUMENTS:**

Third Quarter Budget Report for 2015  
Third Quarter CIP Project Status Report



**FISCAL IMPACT:**

Either mark X  if there is no fiscal impact or provide the following information for the recommended action:

Fund(s):	
Cost center(s):	
Self-generated / dedicated revenues:	\$
Annual operating costs:	\$
Annual net operating (cost) / income:	\$
Capital costs:	\$
Expenditure included in approved operating budget:	\$
Expenditure included in approved capital budget:	\$
New FTEs requested:	

There is no fiscal impact. This is an informational item only.

**APPROVAL SIGNATURES:**

**APPROVAL OF FISCAL IMPACT:**

  
\_\_\_\_\_  
Todd Leopold, County Manager

  
\_\_\_\_\_  
Budget / Finance

\_\_\_\_\_  
Raymond H. Gonzales, Deputy County Manager

\_\_\_\_\_  
Ed Finger, Deputy County Manager



## MEMORANDUM

DATE: November 3, 2015  
TO: Adams County Board of Commissioners  
FROM: Todd Leopold, County Manager  
SUBJECT: 2015 Third Quarter Budget Report

### **Background**

The Board of County Commissioners (BoCC) adopted the 2015 Annual Budget on December 16, 2014. The Annual Budget serves as a policy document, operations guide, financial plan, and communications device. As needs arise, the budget is amended periodically throughout the year. A first amendment to the 2015 budget was adopted on April 7, 2015. A second amendment to the 2015 Budget was adopted on September 15, 2015. To promote financial transparency, good fiscal practices, and keep the BoCC apprised of the County's financial position, budget vs. actual financial data is analyzed on a quarterly basis. This is the 2015 Third Quarter Budget Report and includes the following information:

- Prior Year Data – Year-to-date actuals as of September 30, 2014.
- Current Year Data – 2015 budget (inclusive of the first two amendments to the 2015 budget), year-to-date actuals as of September 30, 2015, the percent of budget consumed by those year-to-date actuals, and the dollar variance to 2014 actuals.
- Summary of key findings and discussion points.

More detailed information is presented for the property tax funds (General, Road & Bridge, Social Services, and Developmentally Disabled) and the sales tax funds (Capital Facilities and Open Space Sales Tax). Higher level revenue and expenditure information is presented for all other funds. Please see the following pages for information presented by fund.

Attached to this report is the 2015 Third Quarter Capital Improvement Plan (CIP) Summary. This summary contains starting year, 2015 budget, encumbrance, year-to-date actuals as of September 30, 2015, remaining budget, percent of budget completed, and percent of project completed information for each current CIP project.

**General Fund**

General Fund	2014	2015			
	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
<b>Revenues</b>					
Taxes	\$ 104,788,753	\$ 107,956,312	\$ 106,669,290	99%	\$ 1,880,537
Licenses & Permits	1,175,703	1,767,638	1,855,535	105%	679,833
Intergovernmental	6,872,835	13,248,380	7,704,712	58%	831,877
Charges for Services	17,205,909	23,779,976	18,623,804	78%	1,417,894
Fines & Forfeitures	1,043,012	1,521,000	621,187	41%	(421,824)
Interest & Investments	3,743,343	1,430,341	2,130,738	149%	(1,612,605)
Miscellaneous	2,395,364	3,972,543	2,640,330	66%	244,966
Other Finance Sources	8,797,443	12,846,248	8,797,031	68%	(411)
<b>Total Revenues</b>	<b>\$ 146,022,362</b>	<b>\$ 166,522,438</b>	<b>\$ 149,042,627</b>	<b>90%</b>	<b>\$ 3,020,265</b>

Expenditures	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
	Personnel	\$ 68,988,432	\$ 98,661,115	\$ 72,541,868	74%
Operating & Maintenance	3,818,000	7,549,968	4,047,946	54%	229,946
Charges for Services	26,056,967	40,638,301	25,640,436	63%	(416,531)
Debt Service	4,967,386	12,913,451	4,785,573	37%	(181,812)
Governmental Services	3,799,684	5,756,742	4,307,831	75%	508,147
Capital	2,048,437	10,498,066	2,622,103	25%	573,667
Other Finance Uses	-	864,125	-	0%	-
<b>Total Expenditures</b>	<b>\$ 109,678,905</b>	<b>\$ 176,881,768</b>	<b>\$ 113,945,758</b>	<b>64%</b>	<b>\$ 4,266,853</b>

**General Fund Summary**

1. Revenues

- a. General Fund revenues are a net \$3.0 million or 2.07% higher through the third quarter of 2015 compared to 2014.
  - i. Property Taxes are 1.99% higher. Growth within the county is the key driver of this increase. This increase is higher than in the other three property tax funds due to the inclusion of abatement revenue within the General Fund.
  - ii. Marijuana Sales Taxes are a new General Fund revenue source beginning in mid-2015. Through the end of the third quarter, \$108,191 has been collected surpassing the 2015 budget of \$100,000.
  - iii. Building Permit and Electrical Inspection revenue is 58.20% higher. Growth within the county is also a key driver of this increase.
  - iv. Real Estate and Recording Fees are 29.35% higher.
  - v. Treasurer's Fees are 3.29% higher.
  - vi. Motor Vehicles Vendor Fee Sales Tax (Cities and State) is 27.27% higher.
  - vii. Interest and investment earnings are 43.08% lower. Interest on Deposits are 11.95% higher, however, this is netted against fair market value transactions required to record market to market accruals, which are 54.61% lower.
  - viii. Traffic Fines are 40.58% lower.

2. Expenditures

- a. Personnel expenditures are 5.15% higher through the third quarter of 2015 compared to 2014. The impact of 5.25 additional FTEs included in the 2015 budget, subsequent mid-year position additions, and the implementation of the 2015 county pay plan account for the higher personnel expenditures.
- b. Charges for Services expenditures are 1.59% lower through the third quarter of 2015 compared to 2014 due to lower medical needs in the jail and a decrease in consultant services expenditures.
- c. Governmental Services expenditures are 13.37% higher through the third quarter of 2015 compared to 2014 due to a pass through Great Outdoors Colorado (GOCO) Grant included in the Second Amendment and an increase in the Victim Compensation Grant administered through the District Attorney's Office.
- d. Capital expenditures are 2.80% higher through the third quarter of 2015 compared to 2014 due to completion of capital projects.
- e. Other Financing Uses expenditures are related to interfund transfers. The \$864,125 provides for General Fund transfers made to the Front Range Airport Fund



(\$560,000) and the Water & Wastewater Treatment Fund (\$304,125), which will be made at year-end.

3. FTE Changes

- a. 11.0 FTEs were added in the General Fund during the third quarter of 2015 as part of the Second Amendment to the 2015 Budget adopted in September.

**Road & Bridge Fund**

Road & Bridge Fund	2014	2015			
	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
<b>Revenues</b>					
Taxes	\$ 19,666,742	\$ 26,907,959	\$ 21,263,524	79%	\$ 1,596,782
Licenses & Permits	90,642	80,000	150,299	188%	59,657
Intergovernmental	7,691,094	12,356,732	8,318,962	67%	627,867
Charges for Services	660,582	756,140	1,300,719	172%	640,137
Fines & Forfeitures	103,130	17,509	13,130	75%	(90,000)
Interest & Investments	669	2,000	1,316	66%	647
Miscellaneous	13,924	16,000	61,438	384%	47,514
<b>Total Revenues</b>	<b>\$ 28,226,784</b>	<b>\$ 40,136,340</b>	<b>\$ 31,109,388</b>	<b>78%</b>	<b>\$ 2,882,604</b>

Expenditures	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
	Personnel	\$ 3,592,367	\$ 5,657,500	\$ 3,542,735	63%
Operating & Maintenance	844,470	1,293,150	955,789	74%	111,319
Charges for Services	5,247,327	16,185,047	9,350,087	58%	4,102,760
Governmental Services	7,180,209	12,429,896	7,537,664	61%	357,455
Capital	551,401	19,102,498	4,461,849	23%	3,910,448
Other Finance Uses	-	375,000	-	0%	-
<b>Total Expenditures</b>	<b>\$ 17,415,773</b>	<b>\$ 55,043,091</b>	<b>\$ 25,848,123</b>	<b>47%</b>	<b>\$ 8,432,350</b>

**Road & Bridge Fund Summary**

1. Revenues

- a. Road & Bridge Fund revenues are a net \$2.9 million or 10.21% higher through the third quarter of 2015 compared to 2014.
  - i. Property Taxes are 1.00% higher. Growth within the county is the key driver of this increase.
  - ii. Specific Ownership Tax revenue is 12.11% higher.
  - iii. Highway Users Tax revenue is 4.37% higher.
  - iv. Charges for Services revenue is 96.90% higher due to more public infrastructure improvement fee and traffic impact fee revenue collected thus far in 2015 compared to 2014.

2. Expenditures

- a. Road & Bridge Fund expenditures continue to trend higher through the third quarter of 2015 compared to 2014. This is primarily due the increased pace of transportation project expenditures during 2015.
- b. Other Finance Uses expenditures are related to interfund transfers. The \$375,000 was originally budgeted as a transfer from the Road & Bridge Fund to the Fleet Fund for the purchase of a sewer vacuum truck, however, this purchase is no longer being made and the corresponding transfer will not be made either.

3. FTE Changes

- a. No FTE changes occurred during the third quarter of 2015.

**Social Services Fund**

Social Services Fund	2014	2015			
	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
<b>Revenues</b>					
Taxes	\$ 10,759,679	\$ 10,971,113	\$ 10,836,018	99%	\$ 76,340
Intergovernmental	121,923,015	85,358,060	54,034,046	63%	(67,888,969)
Charges for Services	23	-	-	-	(23)
Miscellaneous	54,252	-	-	-	(54,252)
<b>Total Revenues</b>	<b>\$ 132,736,969</b>	<b>\$ 96,329,173</b>	<b>\$ 64,870,064</b>	<b>67%</b>	<b>\$ (67,866,905)</b>

Expenditures	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
	Personnel	\$ 25,284,010	\$ 37,785,825	\$ 26,656,709	71%
Operating & Maintenance	984,657	2,089,968	864,787	41%	(119,870)
Charges for Services	103,660,767	57,401,508	37,740,606	66%	(65,920,161)
Governmental Services	43,750	-	-	-	(43,750)
Capital	15,492	-	56,221	-	40,729
Other Finance Uses	-	125,000	-	0%	-
<b>Total Expenditures</b>	<b>\$ 129,988,676</b>	<b>\$ 97,402,301</b>	<b>\$ 65,318,323</b>	<b>67%</b>	<b>\$ (64,670,353)</b>

**Social Services Fund Summary**

1. Revenues
  - a. Property Taxes are 1.00% higher. Growth within the county is the key driver of this increase.
  - b. Social Services Fund revenues are lower through the third quarter of 2015 compared to 2014 due to timing of September closing entries of approximately \$6.9 million which will post in October. Food Assistance of approximately \$7.0 million per month is not included in 2015 but was included in 2014.
2. Expenditures
  - a. Social Services Fund expenditures are lower through the third quarter of 2015 compared to 2014 due to timing of September closing entries of approximately \$8.1 million which will post in October. Food Assistance of approximately \$7.0 million per month is not included in 2015 but was included in 2014.
  - b. Other Finance Uses expenditures are related to interfund transfers. The \$125,000 budgeted is for phase two of the Human Services Assure Project and will be transferred upon completion of the project.
3. FTE Changes
  - a. 10.0 FTEs were added in the Social Services Fund during the third quarter of 2015 as part of the Second Amendment to the 2015 Budget adopted in September.

## Developmentally Disabled Fund

Developmentally Disabled Fund	2014	2015			
	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
Revenues					
Taxes	\$ 1,175,194	\$ 1,200,040	\$ 1,183,531	99%	\$ 8,337
<b>Total Revenues</b>	<b>\$ 1,175,194</b>	<b>\$ 1,200,040</b>	<b>\$ 1,183,531</b>	<b>99%</b>	<b>\$ 8,337</b>
Expenditures					
Charges for Services	\$ 17,622	\$ 18,040	\$ 17,747	98%	\$ 125
Governmental Services	1,037,993	1,160,846	1,070,096	92%	32,103
<b>Total Expenditures</b>	<b>\$ 1,055,615</b>	<b>\$ 1,178,886</b>	<b>\$ 1,087,843</b>	<b>92%</b>	<b>\$ 32,228</b>

### **Developmentally Disabled Fund Summary**

1. Revenues
  - a. Property Taxes are 1.00% higher. Growth within the county is the key driver of this increase.
2. Expenditures
  - a. Developmentally Disabled Fund expenditures are 3.09% higher through the third quarter of 2015 compared to 2014. This is due to the payment to North Metro Community Services being increased in 2015.
3. FTE Changes
  - a. No FTE changes occurred during the third quarter of 2015.

## Capital Facilities Fund

Capital Facilities Fund	2014	2015			
	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
<b>Revenues</b>					
Taxes	\$ 9,140,917	\$ 16,877,356	\$ 10,114,703	60%	\$ 973,786
Intergovernmental	8,368	-	-	-	(8,368)
Interest & Investments	12,235	20,000	9,908	50%	(2,327)
Miscellaneous	200,822	-	200,822	-	-
<b>Total Revenues</b>	<b>\$ 9,362,342</b>	<b>\$ 16,897,356</b>	<b>\$ 10,325,433</b>	<b>61%</b>	<b>\$ 963,091</b>
<b>Expenditures</b>					
Operating & Maintenance	62,657	20,000	24,250	121%	(38,407)
Charges for Services	29,151	-	74,281	-	45,130
Capital	254,533	4,830,750	1,001,268	21%	746,736
Other Finance Uses	8,797,443	12,381,248	8,797,031	71%	(411)
<b>Total Expenditures</b>	<b>\$ 9,143,783</b>	<b>\$ 17,231,998</b>	<b>\$ 9,896,830</b>	<b>57%</b>	<b>\$ 753,047</b>

### Capital Facilities Fund Summary

1. Revenues
  - a. Revenues are higher through the third quarter of 2015 compared to 2014 due to an increase in sales tax. Sales tax revenues are 9.86% higher through the third quarter of 2015 compared to 2014.
2. Expenditures
  - a. Capital expenditures are 293.37% higher through the third quarter of 2015 compared to 2014. The Human Services Center (Park 1200) is the key driver of this increase.
  - b. Other Finance Uses expenditures are related to interfund transfers. The budgeted amount of \$12,381,248 provides for the following:
    - i. \$304,552 for personnel costs associated with 5 FTEs within the General Fund
    - ii. \$11,729,375 for COP lease payments within the General Fund
    - iii. \$206,396 for janitorial costs within the General Fund
    - iv. \$140,925 for Government Center maintenance projects within the General Fund
3. FTE Changes
  - a. No FTE changes occurred during the third quarter of 2015.

## Open Space Sales Tax Fund

Open Space Sales Tax Fund	2014	2015			
	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
<b>Revenues</b>					
Taxes	\$ 7,634,189	\$ 14,064,464	\$ 8,283,284	59%	\$ 649,095
Interest & Investments	25,957	30,000	58,298	194%	32,342
Miscellaneous	319	-	11,859	-	11,540
<b>Total Revenues</b>	<b>\$ 7,660,464</b>	<b>\$ 14,094,464</b>	<b>\$ 8,353,441</b>	<b>59%</b>	<b>\$ 692,977</b>

	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
	<b>Expenditures</b>				
Personnel	\$ 75,561	\$ 135,811	\$ 101,012	74%	\$ 25,451
Operating & Maintenance	1,957	6,270	4,519	72%	2,562
Charges for Services	2,223	89,112	4,456	5%	2,233
Governmental Services	6,196,188	16,075,044	6,793,102	42%	596,914
Other Finance Uses	-	1,861,175	1,010,468	54%	1,010,468
<b>Total Expenditures</b>	<b>\$ 6,275,929</b>	<b>\$ 18,167,412</b>	<b>\$ 7,913,556</b>	<b>44%</b>	<b>\$ 1,637,628</b>

### Open Space Sales Tax Fund Summary

1. Revenues
  - a. Open Space Sales Tax Fund revenues are higher through the third quarter of 2015 compared to 2014 due to an increase of 9.86% in sales tax collections.
2. Expenditures
  - a. Open Space Sales Tax Fund expenditures are 9.63% higher through the third quarter of 2015 compared to 2014 due to timing of shareback payments to cities which occurred later in 2014 than in 2015.
  - b. Other Finance Uses expenditures are related to interfund transfers. The \$1,861,175 budgeted provides for the following:
    - i. \$826,990 for transfer of the Adams County portion of the 30% open space sales tax to the Open Space Projects Fund
    - ii. \$675,000 for the 120<sup>th</sup> Avenue Pedestrian Bridge project within the Open Space Projects Fund
    - iii. \$240,000 for the Clear Creek Trailhead project within the Open Space Projects Fund
    - iv. \$119,185 for project closeouts related to the South Platte Pedestrian Bridge and trailhead kiosk and trailmap fabrication within the Open Space Projects Fund
3. FTE Changes
  - a. No FTE changes occurred during the third quarter of 2015.

## Other Non-Proprietary Funds

Conservation Trust Fund	2014	2015			
	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
Revenues	\$ 513,790	\$ 700,378	\$ 356,660	51%	\$ (157,130)
Expenditures	\$ 464,691	\$ 1,379,334	\$ 830,317	60%	\$ 365,627

Open Space Projects Fund	2014	2015			
	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
Revenues	\$ 63,554	\$ 7,283,625	\$ 1,261,952	17%	\$ 1,198,398
Expenditures	\$ 148,818	\$ 7,042,024	\$ 1,725,661	25%	\$ 1,576,842

Waste Management Fund	2014	2015			
	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
Revenues	\$ 399,949	\$ 420,000	\$ 267,637	64%	\$ (132,312)
Expenditures	\$ 186,551	\$ 2,951,492	\$ 159,014	5%	\$ (27,538)

DIA Noise Mitigation Fund	2014	2015			
	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
Revenues	\$ 1,145	\$ 2,000	\$ 1,490	74%	\$ 345
Expenditures	\$ -	\$ 45,000	\$ -	0%	\$ -

### Other Non-Proprietary Funds Summary

1. Revenues
  - a. Open Space Projects Fund revenues are higher through the third quarter of 2015 compared to 2014 due to the close-out of projects receiving open space sales tax dollars in the third quarter of 2015.
  - b. Waste Management Fund revenues are lower through the third quarter of 2015 due to fewer waste disposal fees collected thus far in 2015 compared to 2014.
2. Expenditures
  - a. Open Space Projects Fund expenditures are higher through the third quarter of 2015 compared to 2014 due to completion of the South Platte Concrete Trail and Pedestrian Bridge.
3. FTE Changes
  - a. No FTE changes occurred during the third quarter of 2015.

**Grant Funds**

Community Development Block Grant (CDBG) Fund	2014	2015			
	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
Revenues	\$ 9,730,170	\$ 4,044,363	\$ 2,516,673	62%	\$ (7,213,497)
Expenditures	\$ 3,099,234	\$ 10,246,518	\$ 9,155,109	89%	\$ 6,055,875

Head Start Fund	2014	2015			
	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
Revenues	\$ 2,780,243	\$ 4,772,161	\$ 2,607,069	55%	\$ (173,173)
Expenditures	\$ 2,869,590	\$ 4,772,161	\$ 3,042,303	64%	\$ 172,713

Community Services Block Grant (CSBG) Fund	2014	2015			
	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
Revenues	\$ 231,728	\$ 409,846	\$ 346,174	84%	\$ 114,446
Expenditures	\$ 392,867	\$ 409,846	\$ 294,763	72%	\$ (98,104)

Workforce & Business Center Fund	2014	2015			
	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
Revenues	\$ 3,837,766	\$ 7,413,915	\$ 2,900,823	39%	\$ (936,943)
Expenditures	\$ 4,084,083	\$ 7,413,915	\$ 4,148,767	56%	\$ 64,685

**Grant Funds Summary**

1. Revenues
  - a. CDBG revenues are 74.13% lower through the third quarter of 2015 compared to 2014. This is primarily due to loans proceeds recognized in 2014.
  - b. CSBG revenue is 49.39% higher through the third quarter of 2015 due to the timing of revenue receipts.
  - c. Workforce & Business Center revenues are 24.41% lower through the third quarter of 2015 compared to 2014 due to a delay in revenue receipts in the third quarter related to the state's implementation of a new system.
2. Expenditures
  - a. CDBG expenditures are 195.30% higher through third quarter of 2015 compared to 2014 due to the Globeville payment appropriated as part of the Second Amendment to the 2015 Budget.
  - b. CSBG expenditures are 24.97% lower through the third quarter of 2015 due to fewer grants being processed during third quarter.
3. FTE Changes
  - a. No FTE changes occurred during the third quarter of 2015.

## Proprietary Funds

Golf Course Fund	2014	2015			
	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
Revenues	\$ 2,652,076	\$ 3,309,000	\$ 2,597,312	78%	\$ (54,763)
Expenditures	\$ 3,685,441	\$ 3,140,501	\$ 2,632,741	84%	\$ (1,052,700)

Fleet Management Fund	2014	2015			
	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
Revenues	\$ 4,620,614	\$ 7,953,371	\$ 4,747,361	60%	\$ 126,747
Expenditures	\$ 5,473,746	\$ 10,915,083	\$ 6,261,638	57%	\$ 787,891

Stormwater Utility Fund	2014	2015			
	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
Revenues	\$ 1,479,425	\$ 2,205,400	\$ 2,292,662	104%	\$ 813,238
Expenditures	\$ 238,423	\$ 1,565,452	\$ 556,150	36%	\$ 317,727

Insurance Fund	2014	2015			
	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
Revenues	\$ 12,411,102	\$ 20,273,442	\$ 12,116,148	60%	\$ (294,955)
Expenditures	\$ 14,739,524	\$ 20,913,314	\$ 12,689,256	61%	\$ (2,050,267)

Front Range Airport Fund	2014	2015			
	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
Revenues	\$ 2,403,649	\$ 3,294,483	\$ 1,735,548	53%	\$ (668,101)
Expenditures	\$ 4,678,649	\$ 3,674,138	\$ 2,943,957	80%	\$ (1,734,691)

Water & Wastewater Treatment Fund	2014	2015			
	09/30/14 Actuals	Amended Budget	09/30/15 Actuals	% of Amended Budget	\$ Variance to 2014 Actuals
Revenues	\$ 7,623	\$ 333,525	\$ 9,447	3%	\$ 1,824
Expenditures	\$ 165,892	\$ 358,124	\$ 140,136	39%	\$ (25,757)

## Proprietary Funds Summary

### 1. Revenues

- Stormwater Utility Fund revenues are 54.97% higher through the third quarter of 2015 compared to 2014 due to the initiation of Stormwater Utility billing.
- Insurance Fund revenues are 2.38% lower through the third quarter of 2015 compared to 2014 primarily due to decreased premium payments for the United Healthcare EPO Medical Plan. As a result of the premium increase for the UHC Plan, some participants have shifted over to the Kaiser Plan.
- Front Range Airport revenues are 27.80% lower through the third quarter of 2015 compared to 2014. This is primarily due to a Conoco Philips royalty payment made in 2014 for a three year renewal (2014-2016) – the royalty payment is received in year one of the renewal, then drops off for years two and three.

### 2. Expenditures

- Golf Course Fund expenditures are 28.56% lower through the third quarter of 2015 compared to 2014 due to reduced capital expenditures.
- Fleet Fund expenditures are 14.39% higher through the third quarter of 2015 compared to 2014. This is primarily due to the timing and quantity of vehicle replacements.
- Stormwater Fund expenditures are 133.26% higher through the third quarter of 2015 compared to 2014. This is due to the additional \$310,000 payment made to the Urban Drainage and Flood Control District in 2015 for completion of the design and construction of a replacement structure for Brantner Gulch.



- d. Insurance Fund expenditures are 13.91% lower through the third quarter of 2015 compared to 2014. This is due to the reduction in claims costs for the UHC Plan along with lower medical insurance costs for retirees and lower property/casualty insurance costs experienced thus far in 2015.
          - e. Front Range Airport expenditures are 37.08% lower through the third quarter of 2015 compared to 2014. This is primarily related to runway related expenditures that occurred in 2014 that are not being repeated in 2015.
          - f. Water & Wastewater Treatment Fund expenditures are 15.23% lower through the third quarter of 2015 compared to 2014. This is the result of employee benefits savings related to the outsourcing of treatment plant operations services.
3. FTE Changes
  - a. No FTE changes occurred during the third quarter of 2015.

## 2015 Third Quarter Capital Improvement Plan Summary



General Fund		Starting Year	2015					Anticipated Completion Date
Department	Projects		Budget	Encumbrances	09/30/15 Actuals	Remaining Budget	% of Budget Completed	
Public Art	Public Art Commission's Art Collection Funding	2015	247,344	-	60,000	187,344	24%	Horse Project Complete
Motor Vehicle	Lobby Management System for MV	2014	211,500	201,125	-	211,500	0%	11/15/2015
District Attorney	Training Room Technology	2015	40,000	-	-	40,000	0%	11/15/2015
IT GIS	GIS Application Development	2015	75,000	3,419	15,377	59,623	21%	12/31/2015
IT Help Desk & Servers	Infrastructure	2015	452,000	51,816	289,483	162,517	64%	12/31/2015
IT Application Support	Microsoft Office 2010 Upgrade	2015	245,100	-	-	245,100	0%	12/31/2015
IT Network/Telecom	Cisco VOIP rollout	2015	741,716	0	48,493	693,223	7%	4/30/2016
IT Network/Telecom	Fiber	2015	427,165	-	155,200	271,965	36%	6/30/2016
FO - Human Service Building	Update HVAC Server	2015	13,200	-	7,800	5,400	59%	9/1/2015
FO - Honnen/Plan&Devel/MV Ware	Upgrade PW HVAC control system	2015	18,500	-	15,500	3,000	84%	10/1/2015
Justice Center	Storage Mezzanine	2014	63,290	63,072	-	63,290	0%	10/1/2015
Justice Center	Courtroom Carpet and paint	2015	137,350	4,602	118,044	19,306	86%	10/1/2015
Administration Bldg	Strasburg Sanitary Sewer	2014	451,310	157,492	44,060	407,250	10%	12/1/2015
Adams County Service Center	Substation Workroom	2013	2,790	50	(18,547)	21,337	-665%	11/1/2015
FO - Government Center	Auxiliary tractor equipment	2015	16,925	35,255	-	16,925	0%	11/1/2015
FO - District Attorney Bldg.	Carpet Replacement	2015	362,650	353,937	-	362,650	0%	11/1/2015
FO - Sheriff Maintenance	Emergency power to elevators	2015	65,000	-	-	65,000	0%	Project Cancelled
SHF- MIS Unit	Server Virtualization	2015	117,000	0	117,000	-	100%	Complete
SHF- MIS Unit	Digital Photo Manager Capture	2015	18,579	19,258	-	18,579	0%	11/30/2015
SHF- Patrol Division	Multi-Use K9 Replacement	2015	9,000	7,500	7,500	1,500	83%	12/31/2015
SHF- Detention Facility	Digital Video Recording Equip	2015	486,000	-	-	486,000	0%	12/31/2015
SHF- Justice Center	Security Screening Equipment	2015	100,100	-	96,800	3,300	97%	Complete
Utah junction- Clay St Outfall	Clay St Community Trail	2012	2,456,271	2,127,802	570	2,455,701	0%	TBD
Facility Marketing	Regional Park WiFi System	2014	58,100	0	54,530	3,570	94%	12/31/2015
Regional Complex	Lift Station Rehabilitation	2014	743,299	0	670,988	72,311	90%	8/31/2015
Regional Complex	RP Campus Electrical Upgrades	2014	-	-	-	-	0%	Combined w/ Project Below
Regional Complex	Phase 3 Electrical Upgrades	2015	271,686	22,281	249,022	22,664	92%	11/30/2015
Regional Complex	Recondition South Parking Lot	2015	87,528	32,580	3,795	83,733	4%	11/30/2015
Grounds Maintenance	Clean fill Debetz pit	2009	161,772	7,238	4,943	156,829	3%	Ongoing
Grounds Maintenance	Hot Water Pressure Washer	2015	8,000	-	8,000	-	100%	Complete
Non-Departmental	2013 Flood	2013	1,496,322	291,863	1,252,588	243,734	84%	6/30/2015
CMC- Administration	Community Corrections Database	2015	300,000	-	-	300,000	0%	9/30/2016
<b>Subtotal</b>			<b>9,884,497</b>	<b>3,379,290</b>	<b>3,201,145</b>	<b>6,683,352</b>	<b>32%</b>	

## 2015 Third Quarter Capital Improvement Plan Summary



Road & Bridge Fund			2015					Anticipated Completion Date
Department	Projects	Starting Year	Budget	Encumbrances	09/30/15 Actuals	Remaining Budget	% of Budget Completed	
Transportation Opers & Maint	Salt & Sand Dome	2013	99,100	7,120	50,298	48,802	51%	Complete
Transportation Bridges	CBC Construction	2015	400,000	-	-	400,000	0%	Project Cancelled
Transportation CIP	Creekside Dr	2014	1,811,190	-	-	1,811,190	0%	11/30/2015
Transportation CIP	Lowell Blvd Clear Crk to 62nd	2012	3,600,000	116,692	24,163	3,575,837	1%	Design: 12/31/15, ROW & Construction: 12/31/16
Transportation CIP	Welby Rd Ext. (Steele St)	2013	1,400,000	108,073	70,082	1,329,918	5%	Design: 12/31/15, ROW & Construction: 12/31/16
Transportation CIP	York Street Hwy 224 to 88th Av	2015	500,000	119,539	88,275	411,725	18%	Design: 12/31/15
Transportation CIP	Huron Intersection at W62nd Av	2015	455,000	-	-	455,000	0%	Project Cancelled
Transportation CIP	Carol Way, E 77th Ave & Locust	2015	786,495	150,309	648,315	138,180	82%	11/30/2015
Transportation CIP	W 60th Ave-Realignment	2013	3,000,000	190,874	58,978	2,941,022	2%	Design: 12/31/15, ROW & Construction: 12/31/16
Transportation CIP	56th Ave Federal to Zuni	2013	2,400,000	2,120,141	4,553	2,395,447	0%	12/31/2016
Transportation CIP	Kenwood-Dahlia Outfall	2015	494,101	-	-	494,101	0%	12/31/2016
Transportation CIP	Pecos St. - I-76 to 52nd Ave.	2015	276,858	4,688	-	276,858	0%	12/31/2015
Transportation CIP	Washington St.Phase IV Design	2015	40,000	1,482	7,115	32,885	18%	Complete
Transportation CIP	Washington St.Phase IV Constr.	2014	3,839,754	400,960	3,511,867	327,887	91%	Complete
<b>Subtotal</b>			<b>19,102,498</b>	<b>3,219,878</b>	<b>4,463,645</b>	<b>14,638,853</b>	<b>23%</b>	

Capital Facilities Fund			2015					Anticipated Completion Date
Department	Projects	Starting Year	Budget	Encumbrances	09/30/15 Actuals	Remaining Budget	% of Budget Completed	
Facilities	General	2015	3,600,000	-	-	3,600,000	0%	Ongoing
Justice Center Addition	Phase II Build Out A&E	2015	543,750	279,931	-	543,750	0%	12/1/2015
Government Center	Fitness Center	2014	400,000	368,232	4,262	395,738	1%	11/1/2015
Government Center	EMP Clinic Buildout at Gvt Ctr	2015	100,000	2,573	3,758	96,243	4%	9/1/2015
Park 1200-HS	Park 1200-HS	2014	187,000	1,383,890	995,879	(808,879)	533%	12/1/2015
<b>Subtotal</b>			<b>4,830,750</b>	<b>2,034,625</b>	<b>1,003,898</b>	<b>3,826,852</b>	<b>21%</b>	

Conservation Trust Fund			2015					Anticipated Completion Date
Department	Projects	Starting Year	Budget	Encumbrances	09/30/15 Actuals	Remaining Budget	% of Budget Completed	
CT- Trails- Plan/Design Const	Rotella Shelters & Parking Lot	2010	433,769	97,285	355,741	78,028	82%	2/28/2016
CT- Trails- Plan/Design Const	Twin Lakes Park Renovations	2013	250,000	-	-	250,000	0%	8/30/2017
CT- Trails- Plan/Design Const	Asset Management software	2015	40,000	-	2,296	37,704	6%	12/31/2015
CT- Trails- Plan/Design Const	Solar Lake Aeration Device	2015	60,000	-	56,837	3,163	95%	Complete
CT- Trails- Plan/Design Const	Two 72" 4WD Mower Replacements	2015	85,000	-	84,038	962	99%	Complete
CT- Trails- Plan/Design Const	Self Contained Spray Unit	2015	85,000	33,939	-	85,000	0%	12/31/2015
<b>Subtotal</b>			<b>953,769</b>	<b>131,224</b>	<b>498,913</b>	<b>454,856</b>	<b>52%</b>	

## 2015 Third Quarter Capital Improvement Plan Summary



### Waste Management Fund

Department	Projects	Starting Year	2015					Anticipated Completion Date
			Budget	Encumbrances	09/30/15 Actuals	Remaining Budget	% of Budget Completed	
Solid Waste Operations	Clay Street Outfall	2013	1,898,278	-	-	1,898,278	0%	5/27/2016
	<b>Subtotal</b>		<b>1,898,278</b>	<b>-</b>	<b>-</b>	<b>1,898,278</b>	<b>0%</b>	

### Open Space Projects Fund

Department	Projects	Starting Year	2015					Anticipated Completion Date
			Budget	Encumbrances	09/30/15 Actuals	Remaining Budget	% of Budget Completed	
Open Space Projects	Open Space Projects	Ongoing	1,000,000	-	-	1,000,000	0%	Ongoing
Open Space Projects	120th Ave Pedestrian Bridge	2009	1,779,224	19,642	1,486,805	292,419	84%	4/1/2016
Open Space Projects	88th Ave OS Restoration	2013	3,100,000	-	-	3,100,000	0%	12/31/2017
Open Space Projects	Clear Creek Trailhead (Welby)	2015	400,000	-	-	400,000	0%	TBD
Open Space Projects	Active Rec Component Reg. Park	2015	200,000	-	8,392	191,608	4%	Ongoing
	<b>Subtotal</b>		<b>6,479,224</b>	<b>19,642</b>	<b>1,495,197</b>	<b>4,984,027</b>	<b>23%</b>	

### Golf Course Fund

Department	Projects	Starting Year	2015					Anticipated Completion Date
			Budget	Encumbrances	09/30/15 Actuals	Remaining Budget	% of Budget Completed	
Golf Course- CIP	Phase 1 Sprinkler Heads	2012	16,060	-	2,444	13,616	15%	TBD
Golf Course- CIP	Repair Tie Wall #15	2013	29,630	-	28,433	1,197	96%	TBD
Golf Course- CIP	Range Tractor	2015	13,000	-	6,883	6,117	53%	4/1/2015
Golf Course- CIP	Cart Barn HVAC	2015	18,000	-	-	18,000	0%	TBD
Golf Course- CIP	Bunker Renovation - Phase 1	2015	20,000	-	4,922	15,079	25%	TBD
	<b>Subtotal</b>		<b>96,690</b>	<b>-</b>	<b>42,681</b>	<b>54,009</b>	<b>44%</b>	



## 2015 Third Quarter Capital Improvement Plan Summary



Fleet Fund									
Department	Projects	Starting Year	2015					Anticipated Completion Date	
			Budget	Encumbrances	09/30/15 Actuals	Remaining Budget	% of Budget Completed		
Transportation Fleet- Admin	Tandem Axle Dump Trucks	2014	1,526,121	847,845	678,276	847,845	44%	Received 4 of 9	
Transportation Fleet- Admin	Parks and Trails 1/2 ton	2014	30,689	-	-	30,689	0%	Deferred to 2016	
Transportation Fleet- Admin	Asphalt Patch Truck Replace	2014	165,961	-	165,961	-	100%	7/1/2015	
Transportation Fleet- Admin	Animal Shelter	2015	100,000	-	92,141	7,859	92%	9/28/2015	
Transportation Fleet- Admin	Assessor	2015	25,000	-	17,269	7,731	69%	4/15/2015	
Transportation Fleet- Admin	Coroner	2015	100,000	-	-	100,000	0%	Deferred to 2016	
Transportation Fleet- Admin	District Attorney	2015	100,000	-	69,076	30,924	69%	4/15/2015	
Transportation Fleet- Admin	Facilities Management	2015	50,000	-	37,921	12,079	76%	8/4/2015	
Transportation Fleet- Admin	Management Information Service	2015	27,000	23,425	-	27,000	0%	10/15/15	
Transportation Fleet- Admin	NS-Code Compliance	2015	25,000	-	17,269	7,731	69%	4/15/2015	
Transportation Fleet- Admin	Parks Regional Utilities	2015	37,000	-	-	37,000	0%	9/22/2015	
Transportation Fleet- Admin	Parks Regional Utilities	2015	150,000	-	-	150,000	0%	Deferred to 2016	
Transportation Fleet- Admin	Transportation Engineering	2015	25,000	-	17,269	7,731	69%	4/15/2015	
Transportation Fleet- Admin	Transportation Engineering	2015	35,000	-	31,283	3,717	89%	8/28/2015	
Transportation Fleet- Admin	Transportation Road & Bridge	2015	105,000	-	32,183	72,817	31%	1 received 6/24/15; defer 2 to 2016	
Transportation Fleet- Admin	Transportation Road & Bridge	2015	865,400	714,704	-	865,400	0%	7/1/16 (carryover)	
Transportation Fleet- Admin	Transportation Road & Bridge	2015	280,000	271,985	-	280,000	0%	Waiting delivery	
Transportation Fleet- Admin	Transportation Road & Bridge	2015	150,000	-	-	150,000	0%	Deferred to 2016	
Transportation Fleet- Admin	Transportation Road & Bridge	2015	60,000	-	-	60,000	0%	Deferred to 2016	
Transportation Fleet- Admin	Transportation Traffic	2015	120,000	-	-	120,000	0%	Deferred to 2016	
Transportation Fleet- Admin	SO Administration	2015	120,000	11,771	78,514	41,486	65%	In process/lighting	
Transportation Fleet- Admin	SO Investigation	2015	192,000	-	116,976	75,024	61%	In process/lighting	
Transportation Fleet- Admin	SO Jail	2015	52,000	26,408	35,700	16,300	69%	In process/lighting	
Transportation Fleet- Admin	SO Jail	2015	32,000	5,081	19,496	12,504	61%	In process/lighting	
Transportation Fleet- Admin	SO Patrol Sedan	2015	400,000	113,382	340,824	59,176	85%	In process/lighting	
Transportation Fleet- Admin	SO Patrol SUV	2015	495,000	113,550	273,194	221,806	55%	In process/lighting	
Transportation Fleet- Admin	Fleet Services	2015	10,000	1	5,906	4,095	59%	Done by Facilities	
Transportation Fleet- Admin	NS Truck	2015	32,000	-	27,975	4,025	87%	8/4/2015	
Transportation Fleet- Admin	NS Trailer with Pressure Wash	2015	20,000	-	11,595	8,405	58%	3/24/2015	
Transportation Fleet- Admin	Aqueous Parts Washer	2015	10,000	-	-	10,000	0%	Deferred to 2016	
Transportation Fleet- Admin	Vacuum Truck	2015	375,000	-	-	375,000	0%	Not purchasing, renting as needed	
Transportation Fleet- Admin	Fleet Facility Design and Eng	2015	750,000	-	-	750,000	0%	Deferred to TBD Date	
<b>Subtotal</b>			<b>6,465,171</b>	<b>2,128,152</b>	<b>2,068,828</b>	<b>4,396,343</b>	<b>32%</b>		

## 2015 Third Quarter Capital Improvement Plan Summary



Stormwater Utility Fund									
Department	Projects	Starting Year	2015					Anticipated Completion Date	
			Budget	Encumbrances	09/30/15 Actuals	Remaining Budget	% of Budget Completed		
Stormwater CIP	Little Dry Creek Flood Control	2015	-	-	-	-	0%	Moved to General Fund	
Stormwater CIP	Kenwood-Dahlia Outfall	2015	524,615	-	-	524,615	0%	9/30/2016	
<b>Subtotal</b>			<b>524,615</b>	<b>-</b>	<b>-</b>	<b>524,615</b>	<b>0%</b>		
Front Range Airport Fund									
Department	Projects	Starting Year	2015					Anticipated Completion Date	
			Budget	Encumbrances	09/30/15 Actuals	Remaining Budget	% of Budget Completed		
Airport Operations/Maintenance	Replace snow equipment bldg ro	2015	80,000	-	9,982	70,018	12%	Complete	
Airport Operations/Maintenance	Replace Battery backup at ATCT	2015	14,000	-	2,055	11,945	15%	Complete	
<b>Subtotal</b>			<b>94,000</b>	<b>-</b>	<b>12,037</b>	<b>81,963</b>	<b>13%</b>		
<b>TOTAL</b>			<b>50,329,492</b>	<b>10,912,811</b>	<b>12,786,345</b>	<b>37,543,147</b>	<b>25%</b>		



## STUDY SESSION AGENDA ITEM

<b>DATE OF STUDY SESSION:</b> October 27, 2015
<b>SUBJECT:</b> Analysis of Impediments to Fair Housing Choice
<b>FROM:</b> Norman Wright, Community & Economic Development Director
<b>AGENCY/DEPARTMENT:</b> Community Development
<b>ATTENDEES:</b> Norman Wright and Joelle Greenland
<b>PURPOSE OF ITEM:</b> Overview of the 2015 Adams County Analysis of Impediments to Fair Housing Choice which is required every 5 years by the U.S. Department of Housing and Urban Development (HUD).
<b>STAFF RECOMMENDATION:</b> Approve the AI at the November 3, 2015 hearing for subsequent submittal to HUD.

### **BACKGROUND:**

On May 13, 2015, the County adopted its 2015-2019 Consolidated Plan, the County's five-year strategic plan for housing and community development. The Analysis of Impediments to Fair Housing Choice (AI) is a required component of the Consolidated Plan and must be done every five years. The County's last AI was completed in 2007.

The AI focuses specifically on housing discrimination, identifies impediments, and provides action items to address those impediments. Both the Consolidated Plan and the AI are required by HUD in order to receive CDBG, HOME and ESG funding.

The analysis includes unincorporated Adams County and all jurisdictions in the County except Arvada, Aurora, Thornton and Westminster as these jurisdictions do their own AIs. The AI includes a review of Adams County and local jurisdiction laws, regulations and policies followed by an analysis of how these policies might impact the location, availability and accessibility of housing. It also identifies lending practices and household economic conditions that affect housing choice, patterns of occupancy and location of public and government assisted housing, possible forms of discrimination and other factors impacting fair housing.

### **ATTACHED DOCUMENTS:**

2015 Analysis of Impediments to Fair Housing Choice  
2007 Analysis of Impediments to Fair Housing Choice

**FISCAL IMPACT:**

Either mark X  if there is no fiscal impact or provide the following information for the recommended action:

Fund(s):	
Cost center(s):	
Self-generated / dedicated revenues:	\$
Annual operating costs:	\$
Annual net operating (cost) / income:	\$
Capital costs:	\$
Expenditure included in approved operating budget:	\$
Expenditure included in approved capital budget:	\$
New FTEs requested:	0

**Additional Note:**

**APPROVAL SIGNATURES:**

**APPROVAL OF FISCAL IMPACT:**

\_\_\_\_\_  
Todd Leopold, County Manager

  
Budget / Finance

  
\_\_\_\_\_  
Raymond H. Gonzales, Deputy County Manager

\_\_\_\_\_  
Ed Finger, Deputy County Manager



## **FACT SHEET – ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE**

This fact sheet provides the reasons why the County needs to provide an Analysis of Impediments to Fair Housing Choice (AI) to the U.S. Department of Housing and Urban Development (HUD):

**WHY?** An AI is required every five years by HUD in order to receive CDBG, HOME and ESG funding. The last AI for Adams County was completed in 2007.

**WHAT IS IT?** The AI focuses specifically on housing discrimination, identifies impediments, and provides action items to address those impediments.

**WHAT DOES IT INCLUDE?** The AI covers unincorporated Adams County and all jurisdictions in the County except Arvada, Aurora, Thornton and Westminster (they do their own). It includes a review of:

- Adams County and local jurisdiction laws, regulations and policies;
- An analysis of how policies might impact the location, availability and accessibility of housing;
- Identifies lending practices and household economic conditions that affect housing choice;
- Identifies patterns of occupancy;
- Location of public and government assisted housing;
- Possible forms of discrimination; and
- Other factors impacting fair housing.

### **IDENTIFIED IMPEDIMENTS:**

1. Development Related Factors
2. Lack of Decent Housing Units for Low and Very Low Income Households
3. Lack of Rapid Rehousing Options and Transitional Housing
4. Local Government and County Regulations and Fees (if they limit the supply of decent, affordable housing)
5. Understandable Fair Housing Information is Difficult to Obtain for Consumers, Realtors, Lenders and other Housing Providers

### **RECOMMENDATIONS:**

#### **IMPEDIMENT 1. DEVELOPMENT RELATED FACTORS**

Land costs and the associated costs of development including labor, materials and water acquisition costs continue to increase the cost of both multi-family and for sale housing in the County and municipalities. Neighborhood and community opposition to new housing development, particularly multi-family development, forces developers to devote more time and resources in responding to neighborhood concerns. The resistance to new development, known as NIMBYISM, often is not based on factors that a single property owner can control.

Action 1A: Adams County will work with County service providers and non-profit agencies to provide educational information and workshops to community organizations to help educate them on who needs affordable housing and how the challenges of development make housing more costly to front line workers, those with disabilities, the elderly, and those experiencing economic and medical challenges. (Ongoing)

Action 1B: ACCD will work with the Community & Economic Development Department, the Adams County Housing Authority (ACHA) and municipal planning offices to identify parcels that have zoning in place to allow multi-family rental development. The County in conjunction with ACHA will maintain an inventory of potential sites and make the list available to developers seeking sites for multi-family housing projects. (Ongoing)

Action 1C: ACCD will co-sponsor or promote, with other interested organizations Fair Housing events and trainings to educate both citizens and housing industry concerns on the benefits of having neighborhoods with a diverse housing stock. (Ongoing)

## **IMPEDIMENT 2. LACK OF DECENT HOUSING UNITS FOR LOW AND VERY LOW INCOME HOUSEHOLDS**

Action 2A: The County has prioritized the creation of low and very low income rental housing units as a priority in its Consolidated Plan and Annual Action Plan. (2015-2016)

Action 2B: ACCD will work with affordable housing providers and developers to identify areas of opportunity for development of suitable sites for affordable housing complexes. (Annually)

Action 2C: The County will support affordable rental housing development proposals by investing HOME and CDBG funds in projects that are seeking match dollars from state and federal sources. (Annually)

Action 2D: ACCD will work with service agencies and special needs housing providers to expand the supply of affordable rental units and opportunities for those with special needs such as physical/mental disabilities, frail elderly, and homeless households and those households facing the threat of homelessness. (Annually)

Action 2E: ACCD will work with citizens groups, developers and the Adams County Community & Economic Development Department to address concerns relating to regulatory items that may contribute to increasing the cost of affordable housing development. (ongoing)

## **IMPEDIMENT 3. A LACK OF RAPID REHOUSING OPTIONS AND TRANSITIONAL HOUSING**

Action 3A: The County will continue to work with homeless service and housing providers to expand short term emergency housing options and transitional housing for formerly homeless individuals, Veterans and families. (Ongoing)

Action 3B: The County will provide support for homeless service agencies providing housing and support services to Adams County residents. (Ongoing)

Action 3C: The County will consider funding from both Federal and local resources to provide match and support for Adams County agency applications going to HUD under the Super-NOFA process administered through the Metro Denver Continuum of Care. (Ongoing)

## **IMPEDIMENT 4. LOCAL GOVERNMENT AND COUNTY REGULATIONS AND FEES**

Action 4A: In situations where County fees are necessary, but still create economic impacts on affordable housing projects, the County will consider the use of County resources and Federal resources to lessen the fiscal impact of fees on development costs. (Annually)

Action 4B: The County will examine the regulatory and fiscal impact of its policies on the cost of affordable housing development. This examination will be incorporated into an updated Balanced Housing Plan that outlines the approach County will follow to encourage affordable housing development. (2017-2018)

Action 4C: ACCD will engage the municipalities within the County to achieve greater consistency of affordable housing policies and approaches that could potentially reduce the cost of affordable rental and starter home for-sale development. (2016-2017)

**IMPEDIMENT 5. UNDERSTANDABLE FAIR HOUSING INFORMATION IS DIFFICULT TO OBTAIN FOR CONSUMERS, REALTORS®, LENDERS AND OTHER HOUSING PROVIDERS.**

Action 5A: ACCD will promote and/or cosponsor Fair Housing Forums and workshops with other organizations to promulgate simple, clear information on Fair Housing Regulations and guidelines for expanding Fair Housing Choice. (Ongoing)

Action 5B: Adams County will maintain contact information for translation service organizations so that if housing providers have a need for translation service for a client or group of clients, the translation service can be obtained in a timely fashion. (Ongoing)



## STUDY SESSION AGENDA ITEM

<b>DATE:</b>	10/20/15
<b>SUBJECT:</b>	United Power Agreement
<b>FROM:</b>	Heather McDermott
<b>AGENCY/DEPARTMENT:</b>	Emergency Management
<b>ATTENDEES:</b>	County Management, Doug Edlestein, Mike Goins, Kevin Beach, Heather McDermott
<b>PURPOSE OF ITEM:</b>	Present draft Agreement with United Power
<b>STAFF RECOMMENDATION:</b>	Approve terms of agreement for purposes of signing at Public Hearing

### **BACKGROUND:**

Earlier in the year United Power approached Adams County about possibly utilizing the County Government Center as their back up Emergency Operations Center and data storage center. The County has worked with United Power to prepare a draft agreement that would provide for the following:

- Build out of the space behind the current Emergency Operations Center (currently used by Community Corrections and referred to in the attached agreement as the Alternate EOC)
- Installation of switch gear that would enable the entire Government Center to run on generator power
- Base terms for fiber installation that provides better redundancy for both Adams County and United Power
- Terms under when and how United Power would access the Government Center for emergencies

Both United Power and the County have provided the Agreement to their respective attorneys and both are satisfied with the terms of the agreement. Staff recommends approval of the Agreement for public hearing and a budgetary allotment of the County's financial portion of the improvements, as the Agreement benefits Adams County on a day-to-day basis, and improves redundant capabilities for both the County and one of its primary utility providers.

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

United Power, County Management, County Attorney's Office, Facility Operations, IT, Emergency Management

### **ATTACHED DOCUMENTS:**

Draft Agreement with United Power



**FISCAL IMPACT:**

Either mark X  if there is no fiscal impact or provide the following information for the recommended action:

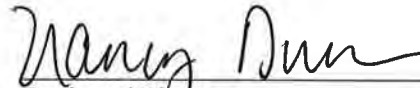
Fund(s):	Admin Org
Cost center(s):	
Self-generated / dedicated revenues:	\$
Annual operating costs:	\$
Annual net operating (cost) / income:	\$
Capital costs:	\$45,080.00
Expenditure included in approved operating budget:	\$
Expenditure included in approved capital budget:	\$
New FTEs requested:	0

Funds requested for project completion will be included in the 2016 budget submittal.

**APPROVAL SIGNATURES:**

**APPROVAL OF FISCAL IMPACT:**

\_\_\_\_\_  
Todd Leopold, County Manager

  
\_\_\_\_\_  
Nancy Dunn  
Budget / Finance

  
\_\_\_\_\_  
Raymond H. Gonzales, Deputy County Manager

\_\_\_\_\_  
Ed Finger, Deputy County Manager

**AGREEMENT BETWEEN ADAMS COUNTY AND UNITED POWER  
REGARDING USE OF COUNTY FACILITIES**

THIS AGREEMENT ("**Agreement**") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2015, by and between Adams County ("County"), a governmental entity located at 4430 S. Adams County Parkway, Brighton, CO 80601, and United Power, an electric distribution cooperative, located at 500 Cooperative Way, Brighton, CO 80603. County and United Power shall be referred to herein, individually, as "Party" and collectively, as the "Parties".

**RECITALS**

**WHEREAS**, County has an Emergency Operations Center ("County EOC") located at 4430 S. Adams County Parkway, Brighton, CO 80601 ("Government Center"); and,

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

**WHEREAS**, United Power is a not-for-profit electric distribution cooperative, headquartered in Brighton, Colorado, that provides electric utility services within a set geographic area, including portions of Adams County; and,

**WHEREAS**, United Power desires to improve its emergency response capabilities by utilizing an Alternate EOC and Data Center as redundant and back-up facilities to United Power's headquarters located in Brighton; and,

**WHEREAS**, pursuant to the terms and conditions of this Agreement, it is of mutual benefit for County to provide the space and capacity to United Power in establishing redundant and back-up facilities.

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

**AGREEMENT**

**I. Definitions**

**Alternate EOC:** A designated location within the Government Center as built out pursuant to the cost allocation in Appendix C, and as shown on the Facilities Map attached in Appendix D. Such space will be utilized for United Power's back-up Emergency Operations Center and related coordination efforts.

**County EOC:** The Adams County Emergency Operations Center located within the Government Center in Room C1800.

**Emergency Operations Center (EOC):** An Emergency Operations Center is the physical location where an organization comes together during an emergency to coordinate response and recovery actions and resources. This is where the coordination of information and resources takes place.

**Data Equipment:** The United Power owned or leased servers, equipment racks, power strips, related data and computers housed in the Colocation Space within the Data Center as described herein.

**Colocation Space:** That space assigned to United Power in the Data Center for the Data Equipment owned by United Power. The current Agreement provides for approximately 2 racks to be utilized in this capacity.

**Government Center:** The entirety of the Adams County building and property located at 4430 S. Adams County Pkwy, Brighton, CO 80601.

**Operating Committee:** A group of representatives identified in Appendix A, and designated by each Party to be responsible for ensuring effective coordination between the Parties; facilitating the routine functions necessary to fulfill the terms of this Agreement; and dealing with various operating and technical issues which may arise, on a prompt and orderly basis.

**Data Center:** Room C1600 A & B, located on the first floor in the Government Center where the Data Equipment for United Power will be housed.

**Termination Date:** The date six (6) months from the date of any notice of intention to terminate issued by either Party, unless otherwise agreed to by both Parties.

## II. Intended Use

A. Intent. Parties agree that the intent of this Agreement is to provide United Power with an alternate Emergency Operations Center (“Alternate EOC”) and a location for critical redundant information technology in the event United Power is unable to occupy or utilize their primary critical facilities and services located at their address indicated herein.

B. Additional Facilities & Space. Both Parties agree that in addition to needing a location for an Alternate EOC, it is foreseeable that United Power may also require the use of other facilities, rooms, parking, or land in which to locate additional personnel, business operations, equipment, or temporary buildings related to United Power’s need to operate out of the Alternate EOC. Subject to

availability of County facilities, and at the sole discretion of County, the terms of this Agreement are meant to cover such related operations and use of other additional County facilities and property.

### **III. Operating Committee**

Each Party shall identify and determine Designated Representatives to serve as the Operating Committee (see Appendix A). The Designated Representatives of the Parties shall have no authority to modify any provision of this Agreement but are responsible for communicating and coordinating with other appropriate individuals within their organization. The Operating Committee is also responsible for ensuring effective coordination between the Parties; facilitating the routine functions necessary to fulfill the terms of this Agreement; annual review of the Access Forms (Appendix B) on file with County Facilities and Operations, and dealing with various operating and technical issues which may arise, on a prompt and orderly basis.

### **IV. Colocation of Information Technology Services**

A. Colocation Space. As part of the effort to ensure that United Power has the necessary capabilities to operate an Alternate EOC, County agrees to provide the necessary space for colocation of United Power's Data Equipment.

B. Grant of License. County hereby grants to United Power the non-exclusive license to install and operate its Data Equipment in the Colocation Space. The license is granted for the Permitted Uses set forth within this Colocation section and for the term set forth in this Agreement.

C. Permitted Uses. United Power has the right to use the Colocation Space solely for the purpose of (i) installation of its Data Equipment in the Data Center; (ii) maintaining its Data Equipment; (iii) operating its Data Equipment; and (iv) removing its Data Equipment in accordance with the terms of this Agreement. Unless otherwise agreed to by the Parties in writing, United Power shall perform these Permitted Uses at its sole cost and expense and shall not permit the use of the Data Center for any use or purpose other than stated herein.

D. Monitoring and Access.

1. County agrees to provide video monitoring of the Data Center and permit only secured badge access to the Data Center.

2. County retains the right to access the Data Center at any time, and from time to time, inspect the Data Equipment.



3. Only those United Power employees having a completed Access Form (Appendix B) on file with the County shall be permitted access to the Colocation Space and/or Alternate EOC. Said individuals shall sign and abide by the terms provided in the Access Form (Appendix B).

- a) In the event United Power needs access to the Colocation Space during normal business hours, United Power will call the County Information Technologies Help Desk (720-523-6063) ahead of time, where possible, and check-in at the main front desk in the Government Center.
- b) In the event United Power requires emergency access to the Colocation Space, United Power will notify the County Information Technologies Help Desk (720-523-6063) through the pager listed on the voice recording, but shall not be required to wait for permission to enter the Government Center or Data Center.
- c) The badges provided will permit access to the rear center door of the tower at the Government Center and to the Data Center doors 24 hours a day, 7 days a week. United Power employees are required to display badges at all times while working at the Government Center.

4. Lost badges must be reported immediately to the County Facilities Department. Additionally, badges belonging to terminated employees of United Power must be returned and the name of the terminated employee must be reported immediately to the following: County Facilities Department (720-523-6006). All badges must be returned to the County upon termination of this Agreement.

E. Level of Service & Security. County will not interfere with or interrupt United Power's ability to update, maintain, replace or access the Data Equipment. County does not guarantee that service from the Data Equipment will be uninterrupted, error-free, or completely secure. In the event that County anticipates interruption of United Power's Data Equipment, the County will attempt to provide United Power with at least 48 hours' notice. Such notice will be provided by calling United Power Information Services staff at 720-685-5699.

1. In the event County network engineers determine the Data Equipment is causing any network disruptions, excessive power loads or poses a threat to Data Center safety and security, such equipment may be disconnected or shut-down immediately and without warning.
2. Each Party acknowledges that there are risks inherent in internet connectivity that could result in the loss of privacy and that performance

speed may be impacted by network traffic. Neither Party shall be held responsible for any virus, Trojans, or any other infection of the Data Equipment or any County owned equipment that may occur. Each Party will assist in security-breach detection, identification, and remediation but shall not be liable for any inability, failure, or mistake in doing so.

3. In an operational emergency where continuity of Data Center or Colocation Space services are threatened, both Parties' Information Technology Services will convene and set priorities, decide what risks will be taken, and will provide each other with the best available information upon which risk management decisions can be made and will utilize best efforts to provide all support required to ensure reliable operations.

4. Clean Space. Both Parties shall keep the Data Center clean at all times. Each Party and its representatives shall not (1) store any paper products or other combustible materials of any kind in the Data Center (other than equipment manuals), or (2) bring any Prohibited Materials (as defined below) into the Data Center. "Prohibited Materials" shall include, but not be limited to, the following and any similar items:

- Food and drink,
- Tobacco products,
- Explosives and weapons,
- Hazardous materials,
- Alcohol, illegal drugs, and other intoxicants,
- Electromagnetic devices which could unreasonably interfere with computer and telecommunications equipment, and
- Any other item a Party deems disruptive and damaging to the Data Center or its operations.

F. Relocation of Data Equipment. Upon ninety (90) days prior written notice, or immediately in the event of an emergency, County reserves the right to relocate, change, or otherwise substitute replacement space in the applicable Colocation Space, provided that the replacement space is substantially similar in size, security, and configuration to the original Colocation Space.

In the event Adams County requires United Power to relocate the data equipment, all cost of such relocation shall be borne by United Power.

G. Maintenance of Data Equipment. United Power will monitor its Data Equipment housed in the Data Center and will maintain responsibility for necessary updates, maintenance, and replacement rotation.

## V. **Ancillary Equipment and Services**

In addition to the necessary space for colocation of Data Equipment and Alternate EOC operations, United Power requires the equipment and services described below for effective operation of its Alternate EOC.

A. Initial Fiber Installation. Both Parties agree that the initial connection and installation of a fiber-optic network is necessary to colocate the Data Equipment in the Data Center. The terms of the initial fiber-optic network installation are contained in Appendix F to this Agreement.

B. Redundant Fiber Installation. Parties agree that in addition to the initial fiber installation described in Appendix F, at least one redundant fiber installation shall be necessary and shall benefit both Parties. All such redundant fiber installations will be described, determined and governed under a separate agreement. This agreement shall be in place by March 31, 2016.

C. Radio Communications. In order to establish necessary radio communication links with the Data Center and Alternate EOC, both Parties agree to participate and cooperate in a radio antenna propagation study to determine communication equipment requirements.

1. United Power will purchase and cover expenses related to installation and purchase of necessary radio communications equipment including, radios, antennas, related cabling, and mounting equipment for United Power's use.
2. County will make available space for this equipment, including the necessary radios, antennas, related cabling, and mounting equipment.
3. United Power will retain ownership of this radio equipment and be responsible for on-going maintenance, replacement, and/or upgrades to it. Costs to remove this communication equipment upon termination of this Agreement or other time deemed appropriate by United Power will be borne by United Power.

D. Virtual Network. In order for United Power to properly operate the Data Equipment during any occupancy of the County EOC or Alternate EOC, the virtual network software utilized for the desktop computers in such locations will need to be properly maintained and imaged for United Power's use.

1. County agrees to make said virtual network and related imaging available to United Power.
2. United Power agrees to keep said imaging and network connections up-to-date as necessary for their operations and to pay County associated costs for imaging and bundling.
3. United Power's laptop images can be stored within the United Power VLAN. For software updates, all devices can be plugged into the network and wake on LAN technology can be used by United Power to remotely access the devices.
4. Training room images will be provided by Adams County and may be modified for user experience by United Power.

E. Back-up Generation. The County will provide back-up electrical power generation for both the Alternate EOC and the Data Center.

F. Costs. To the extent there is any cost sharing for the Ancillary Equipment and Services listed in this section, such cost sharing shall be set forth in an amendment to this Agreement pursuant to section IX of this Agreement. Each Party agrees to full disclosures of those costs and all invoices relating to them upon request.

## **VI. Building & System Improvements**

A. Both Parties agree there is mutual benefit in developing the capacity for operating two EOC's simultaneously, without concern for connectivity or loss of power. The building and system improvements necessary to do so are more fully described in Appendix C of this Agreement. A map and description of the space to be built out as the Alternate EOC is attached as Appendix D.

B. On all building & system improvements described in Appendix C, County shall be responsible for any variance above 5% of the estimated costs and shall obtain all necessary permitting, determine the technical specifications and details necessary for such improvements, and shall oversee the procurement process and installation of said equipment. Additionally, the County shall ensure such installation occurs within one (1) year of execution of this Agreement, unless otherwise agreed upon by amendment to this Agreement.



C. After installation of those building and system improvements described in Appendix C, Adams County shall be responsible for all subsequent maintenance and related repair. Additionally, throughout the course of this Agreement, County shall be responsible for the costs associated with utilities and all related expenses necessary to run and operate the Data Equipment, Ancillary Equipment and Services, and the Building and System Improvements anticipated in this Agreement.

D. Each Party agrees to full disclosures of costs and invoices for any building and system improvements described in Appendix C upon request.

## VII. Use of County Facility and Property

A. Non-Emergency Use. During times of non-emergencies, the County shall permit United Power to utilize an Alternate EOC, Data Equipment and related equipment in its current, and anticipated improved and expanded state for the activities described below, subject to availability.

1. Emergency Preparedness Tests and Simulations. United Power may use the Alternate EOC periodically to perform tests of equipment, services and procedures, and/or to run full or partial emergency operations simulations.

2. Training. United Power may also access the Alternate EOC and/or other Government Center facilities for various non-emergency operations related training.

3. United Power shall provide County one weeks' notice where possible and such request shall be submitted to the following:

a) Phone or email to the County Emergency Management Director  
720-523-6601  
[hmcdermott@adocogov.org](mailto:hmcdermott@adocogov.org)

b) Phone or email to the County IT Department  
720-523-6145  
[choffner@adcogov.org](mailto:choffner@adcogov.org)

B. Emergency Use. In the event United Power is unable to occupy or utilize its primary critical facilities and services located at its address indicated herein, United Power shall notify County's Office of Emergency Management of the need to utilize the Alternate EOC. Such notification shall occur through one of the following methods:

1. Page to the County Office of Emergency Management  
720-521-2182
2. Phone or text to the County Emergency Management Director  
303-489-7509
3. It is the responsibility of the County Emergency Manager to notify the County Manager, Facilities and Operations and IT Directors of United Power's use of the EOC.
4. Upon notification that United Power requires use of the Alternate EOC, the County agrees to provide technical support within 30 minutes.. County shall ensure that all affected departments and offices are made aware of the situation, including County Management, Emergency Management, Facilities & Operations, and the Information & Technology Department.
5. County Facilities & Operations Department will coordinate with United Power to determine number and need for additional access badges to the Government Center beyond those individuals having completed Access Forms (Appendix B) on file with County Facilities & Operations.
6. County shall allow authorized United Power personnel and contractors access to, and utilization of, the Alternate EOC, including all available office equipment, furniture, phones, and computers related to United Power's continuity of operations. Additionally, County will endeavor to provide adequate land for staging of necessary equipment, vehicles, materials, and trailers relative to United Power's continuity of operations. Upon the signing and approval of this Agreement, County Information & Technologies Department will provide United Power a destination phone number for use to forward critical United Power phones to during an emergency.
7. County will ensure that during an emergency causing United Power to need access to an Alternate EOC all non-emergency County functions are secondary, and will not impede the emergency functions related to United Power's operation of an Alternate EOC.
8. If there are any changes to County facilities, equipment, or systems that would impact United Power's use of same, County will notify United Power as soon as possible.
9. In the event that United Power needs to occupy space at the Government Center or other property or facilities owned by County for longer than thirty (30) days, the Parties will draft an interim agreement clarifying the terms of occupancy as soon as practical following the triggering event.

C. Building Use & Care

1. United Power agrees to and shall abide by and honor all rules, regulations, policies, and procedures with regard to the use of the applicable county facilities, Alternate EOC, and Data Center. This includes, but is not limited to County's Computer and Internet Use and Building Use Policies, as amended from time-to-time, copies of which will be provided upon activation of this Agreement, and when County deems any amendments of significance necessary for the purposes of this Agreement. Plans and policies referenced in this Paragraph are attached as Appendix E.

2. United Power and its representatives agree and represent that they shall not perform or participate in any of the following: (a) misuse or abuse of County property, equipment, or third-party equipment; (b) make any unauthorized use of, or interference with, any property or equipment of any County customers; (c) engage in any activity that is in violation of the law, or aids and assists in any criminal activity while on County property, or in connection with the applicable Data Center, EOC, or services provided hereunder.

3. United Power shall not install or operate any equipment in a manner that interferes with or impedes the regular use of the EOC by the County.

4. United Power shall reimburse the County for any damage to the grounds, land, facilities, equipment, furniture, phones, and computers that occurs due to use by United Power, its employees, or contractors.

**VIII. Conditions**

A. Governmental Immunity. This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the County, its directors, officers, and employees/volunteers under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

B. Subject to Availability of Funds and Lease Rights. The Parties expressly recognize that County's obligations arising under this Agreement are subject to annual appropriation. In the event funds are not appropriated in any given fiscal year, County may terminate this Agreement or amend it in accordance with the terms set forth herein.

C. Colorado Law Governs this Agreement. Exclusive jurisdiction and venue of any proceeding concerning this Agreement shall be in the Adams County District Court. In the event of a dispute, each Party shall pay its own attorney fees and costs. This Agreement constitutes the entire Agreement between the

Parties, and all prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein.

D. Attorney's Fees. If any legal or administrative action or proceeding is brought by either Party against the other Party to enforce or interpret any term or provision of this Agreement, each Party shall pay its own attorney fees and costs.

E. Not a Grant of Interest in Real Property. United Power represents, warrants, and agrees that it does not have, has not been granted and will not own or hold any real property interest in the Government Center, Colocation Space, or Alternate EOC space, and that they are a licensee, not a tenant or lessee of said space.

F. Confidentiality. Each Party, for themselves, their agents, employees and representatives, agrees that it will not divulge any confidential or proprietary information it receives from the other Party, except as may be required by law.

G. Insurance. Each Party shall maintain such insurance by self-insurance or will otherwise protect itself from claims which may arise out of or as a result of its operations and use under this Agreement, whether such operations or use be by itself, or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable.

H. Disclaimer of Warranty. Except as otherwise specified in this Agreement, County makes no representations or warranties, express or implied, as to the condition of the Government Center, County Facilities, Data Center, Colocation Space, Alternate EOC space or other County property, land, or facilities provided for United Power's use per this Agreement. County specifically disclaims any and all express or implied representations or warranties including without limitation, any warranties of merchantability or fitness for a particular purpose. Any use of County land and facilities is at United Power's own risk. Adams County does not have any responsibility for United Power's equipment or personnel operating on County land and facilities.

I. Assignment. Neither Party may assign or otherwise transfer all or any part of its rights or obligations under this Agreement.

## **IX. Amendments**

A. Future County Improvements. In the event the County and United Power agree it shall be beneficial to improve emergency operations capabilities beyond what is described in this Agreement, the Parties shall amend this Agreement in writing and clarify the cost share of said improvements accordingly.



B. Entirety of Agreement. This Agreement may be amended only by a document signed by the Parties. Course of performance, no matter how long, shall not affect an amendment or modification to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns.

C. Execution. This Agreement may be executed in several counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

## **X. Term & Termination**

A. Term. Unless terminated earlier and in accordance with the provisions of this Agreement, the term of this Agreement shall commence on the date of execution as stated in the first paragraph and shall continue for a term of eight (8) years. The Parties may agree in writing to extend or renew the Agreement upon expiration of the initial term.

B. Termination. Either Party may terminate this Agreement for convenience or due to default. In all cases, termination shall become effective no earlier than six (6) months after notice is provided in accordance with section XII, Notice, except as otherwise agreed to by the Parties in writing. As of the date notice of termination is provided, both Parties shall cease to obligate themselves further on the financial investments described in Appendix C. All in-progress projects requiring further financial investments to complete, shall be completed and paid as stated in Appendix C.

C. Reimbursement of Costs upon Termination. Reimbursement of costs for financial investments in projects identified in Appendix C, whether completed or in-progress at the time notice of termination is served, will be allocated as described below.

1. No reimbursement. Where the costs of the defaulting/terminating Party exceed those of the non-defaulting/terminating Party, the defaulting/terminating Party shall absorb its costs that cannot be recuperated or recovered, and shall not seek reimbursement from the non-defaulting/terminating Party. The non-defaulting/terminating Party shall absorb its costs that cannot be recuperated or recovered.
2. Reimbursement. Where the costs of the defaulting/terminating Party are less than those of the non-defaulting/terminating Party, the defaulting/terminating Party shall absorb its costs that cannot be recuperated or recovered, and shall also reimburse the non-

defaulting/terminating Party for investments made pursuant to Appendix C that cannot be recuperated or recovered.

For the initial five (5) years of this Agreement, the defaulting/terminating Party shall reimburse the non-defaulting/terminating Party after applying the percentage amounts below to costs incurred by the non-defaulting/terminating Party for projects identified in Appendix C.

<u>Year</u>	<u>Reimbursement Rate</u>
0-1	100%
1-2	50%
2-3	30%
3-4	20%
4-5	10%
Over 5	0%

After the expiration of the initial term of this Agreement, both Parties shall exclusively bear any loss associated with termination, or shall renegotiate and amend the Agreement as necessary.

3. No further reimbursement will be sought by either Party for financial obligations described in Appendix C.
4. These terms do not apply to any future amendments to Appendix C. Termination provisions will be renegotiated should such amendments take place.

C. Termination for Default. If either Party defaults in its performance under this Agreement, the non-defaulting Party shall notify the defaulting Party of the default. The defaulting Party shall have the right to cure, or to make substantial efforts to cure, the default within 30 days after the non-defaulting Party's notice of default is given.

D. Opportunity to Cure. If the defaulting Party fails to cure, or to make substantial efforts to cure, the default within the 30-day period, the non-defaulting Party, at its option, may terminate this Agreement in accordance with paragraphs B and C of this section of the Agreement.

E. Termination Related to the Initial Fiber. Termination related to the Initial Fiber Installation as described in Appendix F shall be negotiated separately.

F. Surrender of Space. Upon termination of this Agreement, United Power shall remove, at its own cost, its equipment and other personal property from said Government Center and any other County property, facility, or land in use by United Power under the terms of this Agreement within thirty (30) days after the Termination Date, except as otherwise agreed to by the Parties. Should United

Power fail to remove said property, County may, without notice or demand, and in addition to any other rights or remedies available at law or equity, take possession of the same, all at United Power's expense, and shall not be responsible for the care and safekeeping of such equipment. With the exception of intentional or negligent acts, each Party expressly waives any and all claims for loss, destruction, damage, or injury, which may be occasioned by any of the aforesaid acts. Any equipment so removed will be returned to United Power upon payment in full of all storage costs, shipping costs, and charges. The obligations under this section shall survive the termination or expiration of this Agreement.

**XI. Relationship of the Parties.**

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

**XII. Notice.**

A. Whenever under this Agreement one Party is required to give notice to the other Party, such notice shall be given in writing and signed by United Power's CEO and/or the County Manager as listed below, and sent to those by personal delivery or certified/registered mail, postage prepaid, and addressed as follows. If provided by certified/registered mail, the notice shall be deemed given three business days after being deposited in the United States mail.

B.

County: County Manager  
Office of Emergency Management  
4430 S. Adams County Parkway  
Brighton, CO 80601

Copy to: County Attorney's Office  
4430 S. Adams County Parkway  
Brighton, CO 80601

United Power: CEO  
  
500 Cooperative Way  
Brighton, CO 80603

Copy to: Information Services Manager  
500 Cooperative Way  
Brighton, CO 80603

**UNITED POWER**

\_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

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

**COUNTY OF ADAMS, STATE OF  
COLORADO**

\_\_\_\_\_

Charles "Chaz" Tedesco, Chairman  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

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



## **Appendix A – Operating Committee**

### **United Power**

Mitzi Rea – Manager of Information Services

[mrea@unitedpower.com](mailto:mrea@unitedpower.com)

Office 303.637.1214

Cell 303.350.7512

Myke Weis – Manager of Operations

[mweis@unitedpower.com](mailto:mweis@unitedpower.com)

Office 303.637.1228

Cell 303.981.7918

Troy Whitmore – Director of External Affairs

[twhitmore@unitedpower.com](mailto:twhitmore@unitedpower.com)

Office 303.637.1207

Cell 303.475.1214

Antelia Salazar-Ball – Manager of Member Services

[aball@unitedpower.com](mailto:aball@unitedpower.com)

Office 303.637.1392

Cell 303.513.0719

Ken McFadden - Corporate Safety and Risk Management Administrator

[kmcfadden@unitedpower.com](mailto:kmcfadden@unitedpower.com)

Office 303.637.1274

Cell 720.256.4840

### **Adams County**

Mike Goins – Director, Facilities & Operations Department

[mgoins@adcogov.org](mailto:mgoins@adcogov.org)

Office 720.523.6303

Cell 720.641.6208

Kevin Beach – Director, Information & Technology Department

[kbeach@adcogov.org](mailto:kbeach@adcogov.org)

Office 720.523.6156

Cell 720.940.6483

Heather McDermott – Director, Emergency Management

[hmcdermott@adcogov.org](mailto:hmcdermott@adcogov.org)

Office 720.523.6601

Cell 303.489.7509

**Appendix B – Access Form (SAMPLE)**



Facility Operations Department
4430 S Adams County Pkwy, Brighton, CO 80601, PHONE 720.523.6006 FAX 720.523.6008

Contractor I.D. Form

First Name: Last Name:

Department/Office: Employee's Title:

Work Phone Number:

- Photo ID Only, New, Lost, Name Change, Title Change, Department/Office Change

SUPERVISOR'S USE ONLY

Form with two columns: Limited Access Card and Photo ID, Unlimited Access Card and Photo ID. Includes checkboxes for various access levels, building access, and departmental areas.

Authorized Signature

Department/Office

Upon completion of project, this ID card/access card is void and shall be returned to Adams County Facility Operations. There will be a \$50 charge for each ID that is not returned. Adams County assumes no responsibility for the misuse of the card.

Contractor's Signature

Date

## **Appendix C – Cost Sheet Agreement for Building and System Improvements**

<b>Generator Switch Gear</b>			
<b>Description</b>	<b>Detail</b>	<b>Adams County</b>	<b>United Power</b>
Permitting (if necessary)		5,000.00	
Labor & Equipment	Detail sheet from Sturgeon		88,939.00
<b>Total</b>		<b>5,000.00</b>	<b>88,930.00</b>
<b>Alternate EOC Build Out &amp; Systems</b>			
<b>Description</b>	<b>Detail</b>	<b>Adams County</b>	<b>United Power</b>
Build out of Alternate EOC*	Construction \$35 to \$42 / sq ft	24,080.00	
A/E, Permits, Misc (at 20%)	\$6.50 to \$8 / sq ft	12,000.00	
Contingency (at 15%)	\$6 to \$7 / sq ft		11,000.00
Alternate EOC Systems			
• Projection Control Panel			2,107.99
• Projection Units (5,000 Lumens)	2 x \$3,657		7,314.00
• TV's	40"; avg price \$400 x2		800.00
• Tables	10 x \$400	4,000.00	
• Chairs	25 x \$250		6,250.00
• Computers & Monitors	x 25		25,000.00
• Monitor stands	25 x \$50		1,250.00
• Telephones	25 x \$190		4,750.00
<b>Total</b>		<b>40,080.00</b>	<b>55,157.99</b>
<b>Project Total</b>		<b>45,080.00</b>	<b>147,401.99</b>

\* Includes materials, labor, cabinetry, carpet, electrical install

\*\* Costs associated with Radio Communications and other Ancillary equipment and labor will be determined as described in Section V, C. (page 6)

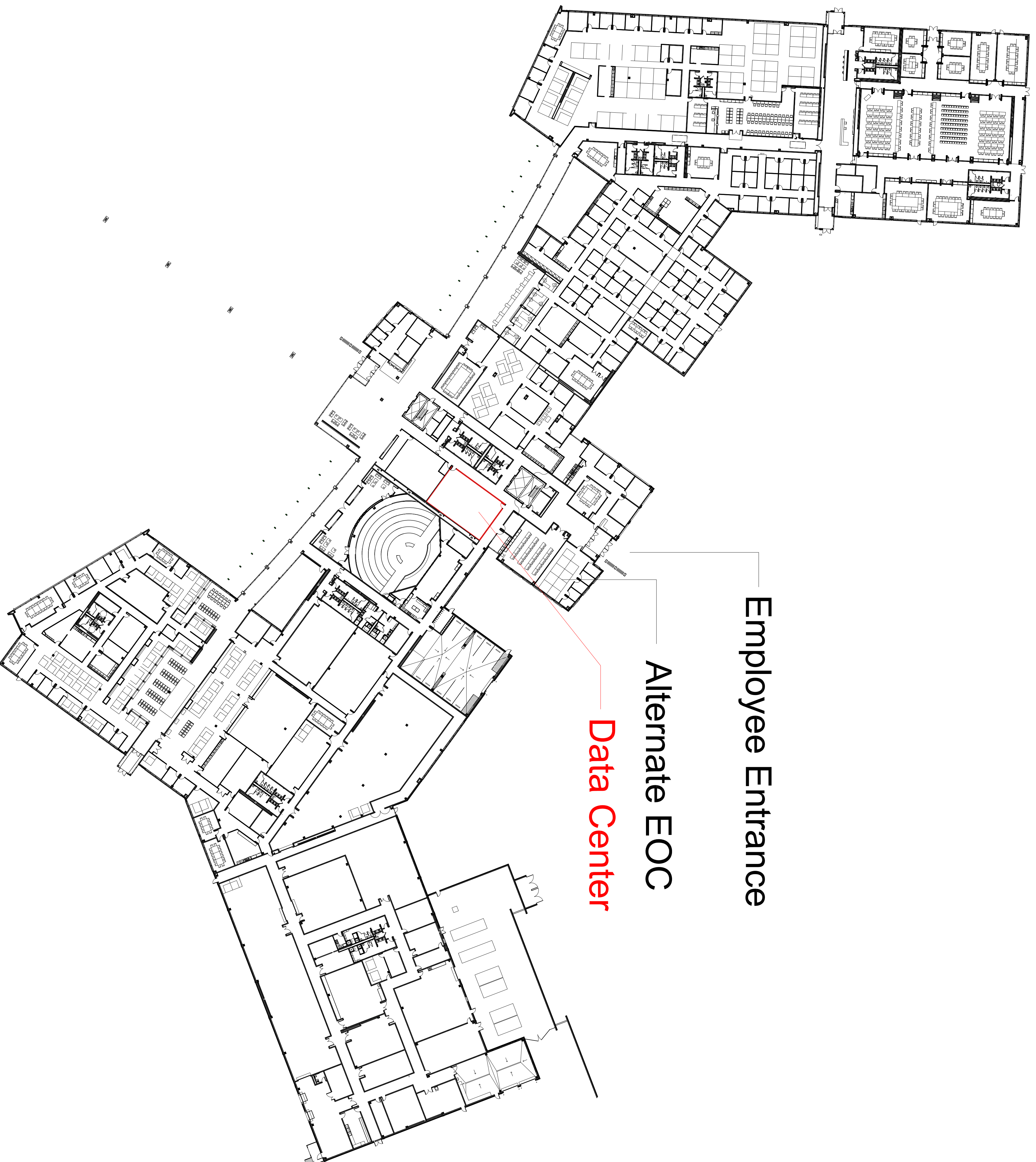
On all costs described in Appendix C, County shall be responsible for any variance above 5% of the estimated costs and shall obtain all necessary permitting, determine the technical specifications and details necessary for such improvements, and shall oversee the procurement process and installation of said equipment. Additionally, the County shall ensure such installation occurs within one (1) year of execution of this Agreement, unless otherwise agreed upon by amendment to this Agreement.

The County shall invoice United Power for United Powers' costs as described in this Appendix. Payment shall be made to County by United Power within 30 days of receipt of such invoices.



## **Appendix D - Facilities Map & Description**

Conference Center



Employee Entrance

Alternate EOC

Data Center

**Appendix E – County’s Computer/Internet and Building Use Policies**

## **1.7(1): Computer and Internet Use**

This policy applies to all employees.

### **POLICIES AND PROCEDURES**

#### **Appropriate Uses**

Employees must use good judgment and professionalism at all times when using the internet and other electronic communication tools. Electronic media is made available to employees for the purpose of providing an effective method to engage in work-related communication and performing job-related research tasks. However, such access is a privilege that may be granted or revoked for individual employees by each department director or elected official.

Examples of appropriate use of electronic media may include tasks such as:

- Accessing external resources to obtain job-related information.
- Disseminating County documents which are not privileged, protected or confidential to other individuals or organizations.
- Participating in e-mail groups that may provide insight and assistance for job-related functions.
- Work-related communications with other County employees.
- Communicating with other professionals with similar jobs to share ideas and problem-solve.
- Obtaining information from vendors on products and services.

#### **Prohibited Uses**

Employees are prohibited from using electronic media for the following activities:

- Transmitting or soliciting any material or messages in violation of federal, state, and local law, regulation, or ordinance, or that would violate Policies 1.1, 1.2, or 1.3 of this employee manual.
- Distributing information that is privileged, protected, confidential or otherwise subject to nondisclosure under any law, regulation or rule. If an employee is not sure whether information is confidential or privileged, the employee should consult with his or her department director or elected official and the County Attorney's Office before distribution of such material.



## **1.7(1): Computer and Internet Use (continued)**

- Distributing unauthorized broadcast messages or solicitations.
- Accessing or distributing pornographic materials.
- Distributing or downloading copyrighted materials in violation of the copyright, including software, photographs or any other media.
- Developing or distributing programs that are designed to infiltrate computer systems internally or externally.
- Accessing or downloading any resource for which there is a fee without prior appropriate approval.
- Representing yourself as another user or employee.
- Attempting to access an unauthorized system.
- Giving your password to anyone without written supervisor approval received by the IT Department.
- Intentionally attempting to bypass security safeguards deployed on county systems and/or networks.
- Connecting County equipment to cellular networks (e.g. tethering, hotspots) in order to bypass County network protections

If an employee is in doubt whether an electronic media use is prohibited, the employee should consult with his or her supervisor, department director, elected official, or Human Resources.

### **Security**

Employees shall protect data at all times against unauthorized access and ensure that information is handled in accordance of all applicable laws and regulations. Employees shall report any security incidents to the Information Technology Help Desk immediately.

All employees with access to Adams County computer systems and/or data, must complete the web-based security awareness training within 90 days of employment.

To protect county data users must handle data in compliance with the Adams County IT policies and procedures located at <https://myadams/IT/Pages/ITPolicies.aspx>.

## **1.7(1): Computer and Internet Use (continued)**

### **Monitoring**

The County reserves the right to access, monitor and disclose the contents of employee electronic messages, internet communications, and other information received or transmitted by electronic media. Circumstances in which access, monitoring, and disclosure will occur may include, but are not limited to:

- suspected misuse of electronic media;
- investigation related to pending or anticipated litigation;
- to ensure compliance with this policy, applicable laws, ordinances, or court orders;
- to ensure appropriate use for County business; and
- to access information in the employee's computer system when the employee is unavailable; and
- to respond to a request under the Colorado Open Records Act.

### **Personal Use**

Incidental use of internet, personal e-mail and/or personal networking sites may be permitted by a department director's or elected official's discretion. However, an employee's personal use of e-mail and/or internet must not interfere with his or her assigned duties or efficient use of time, or conflict with other prohibitions in this policy.

### **Colorado Open Records Act/Public Records**

The Colorado Open Records Act requires that all "public records" as defined in the Act be available for inspection and copying by any member of the public. As such, employee writings and correspondence in written form or electronic mail may be deemed a public record subject to inspection under C.R.S. § 24-72-201 *et. seq.*

### **Violations**

Violations of this policy may result in termination of access to the internet or other forms of electronic media. Violations may also result in disciplinary action, up to and including, termination of employment under the Discipline and Appeal Policy 1.8.

# Adams County Government Center Building Use Policies

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*To ensure the safety and security of employees and citizens as well as preserve the beauty and longevity of the building as a whole.*



*Revision Date:* \_\_\_\_\_

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- 10.3- After-hours use of Conference Center

## **1. PURPOSE**

The Adams County Government Center (Government Center) is a 21st century government complex designed to welcome the community while meeting the needs of all citizens living in the county. The purpose of this Building Use Policy Manual is to ensure that the Government Center will provide a pleasant and comfortable environment for all occupants and that the building and the surrounding grounds are well-maintained for years to come. All occupants, whether visitor or staff member, are respectfully asked to comply with the policies outlined herein.

## **2. HOURS OF OPERATION**

The Government Center general hours of operation for the public are 7:00am to 5:00pm. The business hours of individual departments are posted at the main entrance of each department.

## **3. ENFORCEMENT**

Department Directors and Elected Officials are responsible for enforcing the Building Use Policies as defined in this document. Safety and security of the facility and staff members is imperative.

## **4. GENERAL RULES OF USE**

**4.1-** Due to city ordinances and state law, the Government Center is a smoke-free facility. Smoking is prohibited within fifty (50) feet of all entrances. Signage stating the city ordinance and state law is posted at each entry way. Smoking is also prohibited on the second floor patio. Employees are provided a designated smoking area located in a shelter fifty (50) feet from the employee entrance.

**4.2-** Solicitation or distribution of flyers, pamphlets, signs, posters, or other literature, except for governmental notices and announcements, are prohibited; solicitation by organizations or vendors who promote business and/or sell goods for profit without written consent of the Adams County Board of County Commissioners is also prohibited.

**4.3-** Pets, with the exception of service animals, are not allowed inside the Government Center.

**4.4-** Being under the influence, use, possession or consumption of illegal drugs, controlled substances or alcoholic beverages, in or on the Government Center grounds, is not permitted. The consumption of alcoholic beverages may be allowed on a limited basis with prior written approval by the Board of County Commissioners.

**4.5-** Skateboards, rollerblades, and roller skates are not permitted in or on the grounds of the Government Center, except on established trails; bicycles are not allowed in the

building except in the authorized bike storage area. Bike racks will be available for the public outside of the building entrances.

**4.6-** Proper attire, which includes shirt and shoes, is required in the Government Center.

**4.7-** Children must be accompanied by an adult and supervised at all times while in the Government Center. Children shall not be allowed to play in halls, elevators or restrooms. Children shall not be left unattended in the parking lot, on the grounds or in other non-reserved areas while visiting the Government Center.

**4.8-** Equal access shall be provided to all groups and individuals. No group or individual will be denied admittance to the Government Center because of considerations of race, gender, sexual orientation, religion, or political persuasion or because of the political, religious or social endeavors expressed by an individual or group, or by any of the group's members. However, no demonstrations of any kind, political activities or rallies, including political signage, shall be allowed on the Government Center grounds.

## **5. SAFETY & SECURITY**

**5.1-** Members of the public and non-employee visitors have direct access to the first and second floors of the building. To gain access to the third, fourth, and fifth floors, visitors are required to check-in at the receptionist desk in the front lobby, who will then contact the appropriate employee. Employees are expected to wear ID badges at all times.

**5.2-** All users of the Government Center are obligated to keep the building and surrounding grounds safe for tenants, other users, and the general public by ensuring hallways, stairways, exits and high traffic areas (including entrances) remain free of all obstacles; provide clear egress from the building in case of evacuation; and ensure standards are maintained for Americans with Disabilities Act (ADA) compliance.

**5.3-** Storage areas throughout the building must remain neat and clean at all times and chemicals, such as janitorial products, must be stored properly in designated areas as determined by Facility Operations.

**5.4-** To avoid slips and falls, any food or beverages spilled on the floor shall be cleaned up immediately. Facility Operations shall be notified when any major spills occur. All employees are responsible for helping to keep the Government Center clean.

## **6. FIRE CODES**

**6.1-** City codes, including the Greater Brighton Fire Code, apply to the Government Center. Any exceptions to this policy must be submitted to Risk Management for approval.

**6.2-** Open flames are not allowed in the facility or on the surrounding grounds. Lighted candles, candle warmers, or open flame of any kind is strictly prohibited. This is not applicable in the case of Sterno burners used for catering.

**6.3-** In accordance with insurance requirements and best safety practices, no personal/outside electrical appliances may be brought in and used. Requests for exceptions to this policy must be made to Risk Management. Risk Management, in consultation with Facility Operations, will determine whether or not the exception will be granted. Electrical appliances include, but are not limited to, space heaters, fans, toasters, toaster ovens, and coffee makers. Rules and requirements pertaining to each of these appliances are as follows:

- 1) Only space/portable heaters provided by Facility Operations will be allowed in the facility. All space/portable heaters brought in from the outside will be confiscated. The procedure to reserve a space/portable heater will be as follows:
  - a) Employees shall notify Facility Operations of any temperature discomfort issues experienced in individual office or cubicle areas. Once notified, Facility Operations will conduct an assessment of the location in question. Please note that internal offices are warmer than offices with windows.
  - b) If Facility Operations cannot provide adequate space temperatures that meet the building energy standards (listed in Appendix A), they will notify Risk Management and the employee will be required to fill out an application for a space/portable heater.
  - c) Once the application has been approved, Facility Operations will provide a pre-approved portable/space heater to the employee. Instructions for use, including compliance with the Greater Brighton Fire Code, will be attached to the heater.
  - d) Once the heater is in employee care it will be their responsibility to follow the Greater Brighton Fire Department Fire Code, which requires that:

*"Space/portable heaters must be used according to manufacturers' specifications with regard to clearances to combustibles and they must be plugged directly into a permanent wall or floor mounted outlet/receptacle. No extension cords shall be used. When portable space heaters are not being used or when the employee leaves their office or cubical area they must unplug the space/portable heater."*
- 2) Personal fans in good working condition are allowed in offices and cubicles. Facility Operations has specifications for allowable fans (i.e. dimensions, energy use) on file. Employees shall notify Facility Operations when bringing in a personal fan to ensure it meets the specifications on file.
- 3) No appliances will be permitted in individual offices or conference rooms of the Government Center. One (1) toaster and/or one (1) toaster oven and up to two (2) coffee makers will be allowed per pantry, but will be subject to safety



inspection. All other appliances placed in the pantry must go through an approval process with Facility Operations and Risk Management. All non-approved devices will be confiscated by Facility Operations. For special events, crock pots and Sterno burners are allowed. If in doubt, contact Facility Operations for more information.

## **7. INTERIOR GUIDELINES**

**7.1-** The procedures for hanging any material on the interior of the building are as follows:

- 1) Pictures, tack boards, bulletin boards, etc. will be installed upon request from Facility Operations via the work order process.
- 2) Temporary signage must be typed and approved by the Communications Department before posting. Once approved, temporary signage shall be placed in a sign holder or attached to a pedestal stand. Temporary signs may not be taped to any surfaces in the facility.
- 3) Decorations, including holiday decorations, are not allowed to be hung from the ceiling or building structure in any way.

**7.2-** Food stored in employee offices or cubicles needs to be kept in sealed containers to minimize pest and rodent issues.

**7.3-** Facility Operations will conduct an annual inspection to determine all areas that need to be painted. Facility Operations will budget for cost associated with painting. Departments are not allowed to hire painting contractors or do any painting themselves.

**7.4-** Department Directors and Elected Officials are responsible for notifying Facility Operations **in advance** if a contractor will be hired to complete any type of installation within the facility. Contractors must obtain approval from Facility Operations before any installation is performed within the Government Center.

**7.5-** All large deliveries must be accepted at the Government Center receiving dock. Departments and offices will be notified upon receipt of deliveries.

**7.6-** Live plants are permitted in the building with the expectations listed below. Plants in violation of these expectations shall be removed by Facility Operations.

- 1) Watering plants in sinks is not permitted; use tray or container under pots to keep water from running on furniture or floor.
- 2) Plants are well-maintained and insect-free.
- 3) Transplanting, repotting or working with soil is not allowed in the building.
- 4) Plants shall not be hung from the ceiling or building structure in any way.

**7.7-** To conserve energy, employees shall turn off all lights in unoccupied areas (including, but not limited to, pantries, conference rooms, and offices).

**7.8-** Keys for Government Center employees will be issued through Facility Operations after appropriate paperwork has been completed by the requesting department manager or elected official. All individually issued keys must be immediately returned to Facility Operations once the individual is no longer employed by the department. Facility Operations must be notified immediately if a key (or keys) are lost or stolen. The cost of re-keying all doors and other affected areas will be the responsibility of the department or elected office that the lost key was issued to.

**7.9-** Card access and photo IDs for the facility will be issued through the Facility Operations after appropriate paperwork has been completed by the requesting department manager or elected official. All access cards and photo IDs must be **immediately** returned to Facility Operations once the employee's employment is terminated. Facility Operations shall be notified immediately if a card is lost or stolen. Safety and security of the facility and staff members is imperative.

## **8. EXTERIOR GUIDELINES**

**8.1-** All Adams County employees assigned to work at the Government Center are required to park in the employee parking lot located on the northeast side of the facility. All other lots are reserved for customer use only.

**8.2-** No long-term parking will be permitted in either the public or employee parking lots without notifying Facility Operations of the need to do so. Adams County is not responsible for any damage or theft of personal vehicles left overnight.

## **9. ENVIRONMENTAL SERVICES GUIDELINES**

**9.1- Environmental Services** staff is responsible for the following:

1) On a daily basis:

- a) Thorough cleaning of all public areas;
- b) Thorough cleaning of all bathrooms;
- c) Thorough cleaning of all pantry floors, countertops, and all appliance exteriors. Department staff is responsible for cleaning the interiors of all appliances (e.g. microwaves, toaster ovens, refrigerators, etc.);
- d) Collection of trash and recycling from centralized receptacles and disposal of waste in external dumpsters; and
- e) Sweeping and mopping of all tile floors.

2) On a weekly or as-needed basis:

- a) Vacuuming office carpeting once per week;
- b) Vacuuming common area carpeting and conference room carpeting as needed;

- c) Cleaning window areas as necessary; and
- d) Removing smudges and noticeable marks from common area walls.

**9.2-** Each Department or Office shall be responsible for minor cleaning as follows:

- 1) Dusting assigned individual offices and workstations;
- 2) Removing fingerprints from desktops and other noticeable areas within assigned individual offices and workstations; and
- 3) Emptying trash and recycling bins located in individual offices and workstations into centralized receptacles located strategically throughout each department.

**9.3-** Facility Operations will stock each pantry with standard cleaning supplies, such as dish soap, dishwasher soap, sponges, and paper towels. Departments shall not buy or store cleaning products not supplied by Facility Operations.

**10. CONFERENCE CENTER USE**

**10.1** The meeting rooms in the conference center are arranged so that they can accommodate many activities at the same time. Proper scheduling and cancellation is essential to maintain order and control. All scheduling and cancellation requests shall be made as far in advance as possible. Room availability will be accessible through the Adams County Intranet (myAdams). Scheduling will be managed through the email address [ccreservations@adcogov.org](mailto:ccreservations@adcogov.org).

Individual conference room information is as follows:

<u>Room #</u>	<u>Room Name</u>	<u>Description</u>
W8506	Brantner Gulch A	Video Conference Room
W8508	Brantner Gulch B	WBC Training Room
W8401	Brantner Gulch C	Conference Room
W8302	Platte River A	Conference Room
W8501	Platte River B	Conference Room
W8503	Platte River C	Conference Room
W8304	Platte River D	Conference Room
W8101	None	WBC Conference Room
W8301	Clear Creek A	Team Room
W8303	Clear Creek B	Team Room
W8305	Clear Creek C	Conference Room
W8307	Clear Creek D	Conference Room
W8309	Clear Creek E	Conference Room
W8311	Clear Creek F	Conference Room

**10.2-** The following procedures must be followed by Adams County staff upon reservation of rooms within the Conference Center:

- 1) Meetings and activities should begin and end on time. Sufficient time shall be given for clean up within the scheduled time for the reservation so that back to back events may be scheduled.
- 2) Preparation, set-up and clean up are the responsibility of the department reserving the room.
- 3) Set up of chairs, tables, etc. will be the responsibility of the department reserving the room. If the room had been previously set up and the department reserving the room re-arranges the rooms for the purposes of their function, it will be their responsibility to return the room's set-up to its original configuration.
- 4) Shut down all audio-visual equipment when meeting is convened.

**10.3-** After-hours use of the Conference Center after hours is allowed for county business only. After-hours use of the conference center, by the general public, is not allowed.



## **Appendix A**

### **Building Energy Standards**

The building will be maintained at a temperature range between 70-75 degrees Fahrenheit at the thermostat location that controls the heating and cooling of the specific area. This temperature range has been set to ensure the comfort of building occupants while ensuring the building is as energy efficient as possible. Energy efficient buildings allow the county to save money, conserve natural resources, and protect our energy security.

## **Appendix F – Initial Fiber Installation**

The initial fiber installation will consist of the following components:

At its own cost, United Power will run fiber from Bromley Lane into the County Justice Center, located at 1100 Judicial Center Drive, Brighton, Colorado. Once fiber is connected at the Justice Center, Adams County will grant United Power the exclusive use of 3 pairs of the County's existing fiber connection to the Government Center Data Center, located at 4430 S. Adams County Parkway, Brighton, Colorado.