



**Board of County Commissioners**

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

**PUBLIC HEARING AGENDA**

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

**THIS AGENDA IS SUBJECT TO CHANGE**

**Tuesday**  
**February 26, 2019**  
**9:30 AM**

**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. MOTION TO APPROVE AGENDA**

**4. AWARDS AND PRESENTATIONS**

- A.** Colorado City & County Management Association (CCCMA) County Manager of the Year Award

**5. PUBLIC COMMENT**

**A. Citizen Communication**

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

**B. Elected Officials' Communication**

**6. CONSENT CALENDAR**

- A.** List of Expenditures Under the Dates of February 11-15, 2019
- B.** Minutes of the Commissioners' Proceedings from February 19, 2019

- C.** Resolution Authorizing Casandra Vossler, Fair & Special Events Manager, to Enter into Entertainment, Food Concessions, and Exhibitor/Vendor Agreements for the Purpose of Securing Entertainment, Food Vending, and Exhibitors/Vendors for the 2019 Adams County Stars and Stripes Celebration and County Fair  
(File approved by ELT)
- D.** Resolution Approving Grant Agreement between Adams County and the State of Colorado Department of Transportation for the Traffic Fatality and Serious Accident Reduction Grant Program  
(File approved by ELT)
- E.** Resolution to Approve the Intergovernmental Agreement between Adams County and the City of Commerce City Regarding Noxious Weed Management Services  
(File approved by ELT)
- F.** Resolution Regarding Defense and Indemnification of Wilfred Europe, Cory Engel, Michael McIntosh, and Rick Reigenborn as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq.  
(File approved by ELT)
- G.** Resolution Regarding Defense and Indemnification of Curtis Garth and Lance Kestel as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq.  
(File approved by ELT)
- H.** Resolution Approving Deed of Conservation Easement from the City of Westminster for the Egging Open Space Property  
(File approved by ELT)
- I.** Resolution Approving Modification of the Willow Bay Open Space Acquisition Open Space Sales Tax Grant  
(File approved by ELT)
- J.** Resolution Accepting and Approving the Deed of Conservation Easement between Adams County and Castle Hills Corporation for the 38th & Tower Property  
(File approved by ELT)
- K.** Resolution Approving Amendments to the Adams County Employee Manual  
(File approved by ELT)
- L.** Resolution Approving the Tax Year 2018 Colorado Parks and Wildlife Impact Assistance Grant Application  
(File approved by ELT)
- M.** Resolution Approving Modification and Non-Compliance Penalty for the Bennett School District for the Elementary Pre K to 1 School Playground Renovation Project Open Space Sales Tax Grant  
(File approved by ELT)
- N.** Resolution Proclaiming February 27, 2019 as Adams County Employee Recognition Day  
(File approved by ELT)
- O.** Resolution Approving Abatement Petitions and Authorizing the Refund of Taxes for Account Numbers P0034479, P0008863, P0005163 and P0017580  
(File approved by ELT)
- P.** Resolution Approving the Colorado Preschool Special Education Program Annual Cost Rate Adjustment between Adams County Head Start and School District 27J for 2018-2019  
(File approved by ELT)

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

**7. NEW BUSINESS**

**A. COUNTY MANAGER**

**B. COUNTY ATTORNEY**

**8. Executive Session Pursuant to C.R.S. 24-6-402(4)(e) for the Purpose of Instructing Negotiators Regarding County Participation in Aurora Urban Renewal Authority Project**

**9. LAND USE HEARINGS**

**A. Cases to be Heard**

- 1.** PLN2018-00029 City of Thornton Big Dry Creek Force Main and Interceptor Intergovernmental Agreement  
(File approved by ELT)

**10. ADJOURNMENT**

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

**County of Adams**  
**Net Warrant by Fund Summary**

<b>Fund Number</b>	<b>Fund Description</b>	<b>Amount</b>
1	General Fund	443,102.51
4	Capital Facilities Fund	3,244.00
5	Golf Course Enterprise Fund	41,855.74
6	Equipment Service Fund	87,078.26
7	Stormwater Utility Fund	77,707.00
19	Insurance Fund	747,912.74
25	Waste Management Fund	123,664.00
27	Open Space Projects Fund	43,906.28
31	Head Start Fund	10,010.32
34	Comm Services Blk Grant Fund	10,690.31
35	Workforce & Business Center	4,800.00
43	Front Range Airport	104,026.73
50	FLATROCK Facility Fund	2,386.27
		<u>1,700,384.16</u>



## Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005152	320525	ARIAS REBECCA M	02/04/19	4,567.50
00005153	378404	CARUSO JAMES LOUIS	02/07/19	2,050.00
00733861	13783	BRANTNER DITCH CO	02/04/19	6,140.00
00733862	810272	ACCOUNT RECOVERY SPECIALISTS	02/04/19	19.00
00733864	810273	ALTITUDE COMMUNITY LAW	02/04/19	218.00
00733866	219183	BALL FRANK J	02/04/19	19.00
00733867	463401	BUSH MELVIN E	02/04/19	65.00
00733868	808438	BUSTILLOS LISA	02/04/19	225.00
00733872	43659	CINTAS FIRST AID & SAFETY	02/04/19	467.16
00733874	13049	COMMUNITY REACH CENTER	02/04/19	52,773.08
00733875	13049	COMMUNITY REACH CENTER	02/04/19	52,773.08
00733876	810159	CORHIO	02/04/19	3,000.00
00733881	38861	ECONOLITE CONTROL PRODUCTS INC	02/04/19	6,870.00
00733882	810281	ELLIOTT LEGAL INVESTIGATIONS	02/04/19	19.00
00733883	47723	FEDEX	02/04/19	6.65
00733884	810282	FOSTER RENEE R	02/04/19	19.00
00733885	810348	GARZA RAMIREZ MARIA ESTHER	02/04/19	19.00
00733886	675517	GREEN THOMAS D	02/04/19	65.00
00733887	698488	HANCOCK FORREST HAYES	02/04/19	65.00
00733889	810283	LU QUANWEI	02/04/19	66.00
00733890	810284	MARY LYDIA	02/04/19	66.00
00733891	637831	MCCREARY RAPHAEL	02/04/19	65.00
00733892	305419	MIDLAND FUNDING LLC	02/04/19	19.00
00733893	734987	NATIONAL SCULPTORS GUILD	02/04/19	20,000.00
00733895	573416	NYHOLM STEWART E	02/04/19	65.00
00733896	176327	PITNEY BOWES	02/04/19	2,616.18
00733899	51001	SOUTHLAND MEDICAL LLC	02/04/19	401.14
00733900	315130	STANFIELD THOMSON	02/04/19	65.00
00733901	42818	STATE OF COLORADO	02/04/19	20.76
00733902	42818	STATE OF COLORADO	02/04/19	14.98
00733903	243343	STENGER AND STENGER	02/04/19	57.00
00733904	289665	STRYKER SALES CORPORATION	02/04/19	3,688.28
00733908	300982	UNITED SITE SERVICES	02/04/19	907.94
00733934	327804	RODRIGUEZ, GABRIEL S	02/06/19	112.00
00733935	13883	ADAMS COUNTY SHERIFF	02/06/19	30.00
00733936	91631	ADAMSON POLICE PRODUCTS	02/06/19	160.00

## Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00733937	433987	ADCO DISTRICT ATTORNEY'S OFFIC	02/06/19	930.60
00733938	31359	ARAPAHOE COUNTY SHERIFF CIVIL	02/06/19	9.30
00733939	88408	BRIGHTON SCHOOL DIST 27J	02/06/19	361,662.72
00733941	241207	CLIFTONLARSONALLEN LLP	02/06/19	25,000.00
00733942	1909	COLO DOORWAYS INC	02/06/19	4,347.38
00733944	800079	COOLING TOWER SERVICES INC	02/06/19	4,897.93
00733945	255001	COPYCO QUALITY PRINTING INC	02/06/19	583.45
00733946	8154	COUNTY SHERIFFS OF COLO	02/06/19	17,911.43
00733947	568802	CREATIVE RENTALS & DECOR INC	02/06/19	3,240.00
00733948	688301	DAZZLING PHOTO BOOTH LLC	02/06/19	450.00
00733949	44656	DENVER HEALTH & HOSPITAL AUTHO	02/06/19	680.00
00733950	346534	FIRST CHOICE COFFEE SERVICES	02/06/19	135.70
00733953	102223	JESCO ELECTRIC INC	02/06/19	6,007.00
00733955	797973	MARKET STREET MANAGEMENT LLC	02/06/19	14,276.55
00733956	811353	MCNAMARA NENETTE	02/06/19	289.69
00733957	5449	NORTH METRO TASK FORCE	02/06/19	145,132.00
00733958	584601	PIONEER TECHNOLOGY GROUP LLC	02/06/19	46,678.40
00733959	45133	PPS INTERIORS	02/06/19	160.00
00733960	810935	QUALITY WELL AND PUMP	02/06/19	391.60
00733961	430098	REPUBLIC SERVICES #535	02/06/19	265.47
00733963	42818	STATE OF COLORADO	02/06/19	2,538.98
00733964	42818	STATE OF COLORADO	02/06/19	1,440.26
00733965	599714	SUMMIT FOOD SERVICE LLC	02/06/19	23.22
00733966	293662	SUMMIT LABORATORIES INC	02/06/19	480.00
00733968	142463	TRANSPORTS ACROSS COLORADO	02/06/19	50.00
00733971	7117	WORLD CONNECTIONS TRAVEL	02/06/19	3,634.00
00733974	13884	ADAMS COUNTY SHERIFF	02/07/19	1,473.18
00733975	383698	ALLIED UNIVERSAL SECURITY SERV	02/07/19	26,697.05
00733976	2914	BOB BARKER COMPANY	02/07/19	10,642.50
00733978	90518	CITRIX SYSTEMS INC	02/07/19	33,100.00
00733979	758723	CLEAN TECH DBA OUTSHINE CLEANI	02/07/19	3,986.00
00733981	612089	COMMERCIAL CLEANING SYSTEMS	02/07/19	79,106.08
00733984	274030	COMMUNICATION CONSTRUCTION & E	02/07/19	5,960.00
00733985	58895	DIRSEC	02/07/19	30,584.79
00733986	248103	DS WATERS OF AMERICA INC	02/07/19	83.45
00733989	24524	E470 PUBLIC HIGHWAY AUTHORITY	02/07/19	251.40

## Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00733991	346534	FIRST CHOICE COFFEE SERVICES	02/07/19	102.85
00733992	671123	FOUND MY KEYS	02/07/19	949.00
00733993	12689	GALLS LLC	02/07/19	1,688.10
00733994	783632	GAM ENTERPRISES INC	02/07/19	6,445.11
00733995	796352	HALL IRWIN CORPORATION	02/07/19	43,513.65
00733996	32276	INSIGHT PUBLIC SECTOR	02/07/19	18,171.96
00733997	746356	J. BROWER PSYCHOLOGICAL SERVIC	02/07/19	800.00
00733998	44695	KNS COMMUNICATIONS CONSULTANTS	02/07/19	1,422.39
00733999	40843	LANGUAGE LINE SERVICES	02/07/19	1,144.72
00734000	42876	LEXISNEXIS RISK SOLUTIONS	02/07/19	266.50
00734001	122854	MAILFINANCE	02/07/19	411.56
00734002	603778	NORCHEM DRUG TESTING LABORATOR	02/07/19	70.05
00734003	156865	OPEN TEXT INC	02/07/19	93,344.70
00734004	192059	POINT SPORTS/ERGOMED	02/07/19	360.00
00734005	722095	POTTER PAMELA	02/07/19	1,039.50
00734007	430098	REPUBLIC SERVICES #535	02/07/19	54.45
00734008	472626	SAFEWARE INC	02/07/19	12,568.00
00734010	51602	SAP PUBLIC SERVICES INC	02/07/19	23,169.28
00734011	574170	SCHULTZ PUBLIC AFFAIRS LLC	02/07/19	4,333.33
00734012	227044	SOUTHWESTERN PAINTING	02/07/19	10,864.00
00734013	599714	SUMMIT FOOD SERVICE LLC	02/07/19	92,680.78
00734015	277448	TEKDOG INC	02/07/19	8,931.00
00734018	666214	TYGRETT DEBRA R	02/07/19	420.00
00734020	158184	UTILITY NOTIFICATION CENTER OF	02/07/19	116.00
00734021	28617	VERIZON WIRELESS	02/07/19	9,659.71
00734022	712817	WHITESTONE CONSTRUCTION SERVIC	02/07/19	8,340.05
00734023	24560	WIRELESS ADVANCED COMMUNICATIO	02/07/19	756.00
00734025	473336	ZAYO GROUP HOLDINGS INC	02/07/19	2,567.50
00734026	678293	ZOE TRAINING & CONSULTING	02/07/19	4,041.75
00734027	56657	OVERTON, AMANDA	02/07/19	71.00
00734029	4936	ADAMS COUNTY ECONOMIC DEVELOP	02/08/19	131,516.00
00734031	383698	ALLIED UNIVERSAL SECURITY SERV	02/08/19	5,089.21
00734033	322973	ARMORED KNIGHTS INC	02/08/19	1,362.40
00734044	6331	COLO ASSESSORS ASSN	02/08/19	195.00
00734045	2774	COLO ASSN OF TAX APPRAISERS	02/08/19	625.00
00734046	32852	COLO CHAPTER ICC	02/08/19	180.00

## Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00734048	5050	COLO DIST ATTORNEY COUNCIL	02/08/19	2,940.00
00734049	40374	COSTAR REALTY INFORMATION INC	02/08/19	4,072.29
00734053	811506	DRIGGS CATHERINE M	02/08/19	455.00
00734057	37852	FTI GROUP	02/08/19	650.45
00734058	12689	GALLS LLC	02/08/19	3,494.79
00734067	51274	MCDONALD YONG HUI V	02/08/19	4,695.00
00734071	93018	MURPHY RICK	02/08/19	4,209.25
00734073	486185	OPEN JUSTICE BROKER CONSORTIUM	02/08/19	1,760.00
00734074	12383	PEPPERDINE'S MARKING PRODUCTS	02/08/19	27.00
00734076	812002	RAMERC	02/08/19	150.00
00734083	37012	UNITED REPROGRAPHIC SUPPLY INC	02/08/19	7.85
00734084	725336	US CORRECTIONS LLC	02/08/19	6,119.00
<b>Fund Total</b>				<b>1,506,686.06</b>

County of Adams  
Net Warrants by Fund Detail

<u>4</u>		<u>Capital Facilities Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00733894	734987	NATIONAL SCULPTORS GUILD	02/04/19	25,000.00	
Fund Total				25,000.00	

County of Adams  
Net Warrants by Fund Detail

<u>5</u>		<u>Golf Course Enterprise Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00005154	6177	PROFESSIONAL RECREATION MGMT I	02/07/19	3,336.54	
Fund Total				3,336.54	

## Net Warrants by Fund Detail

6Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00733863	23962	ACS MANAGEMENT LLC	02/04/19	3,900.00
00733898	16237	SAM HILL OIL INC	02/04/19	10,103.30
00733940	9822	BUCKEYE WELDING SUPPLY CO INC	02/06/19	3,982.46
00733967	790907	THE GOODYEAR TIRE AND RUBBER C	02/06/19	1,396.66
00733972	23962	ACS MANAGEMENT LLC	02/07/19	3,900.00
00733990	346750	FACTORY MOTOR PARTS	02/07/19	7,789.41
00734009	16237	SAM HILL OIL INC	02/07/19	1,258.25
00734016	790907	THE GOODYEAR TIRE AND RUBBER C	02/07/19	562.20
00734017	44409	TRANSWEST TRAILERS INC	02/07/19	23,329.47
00734024	24560	WIRELESS ADVANCED COMMUNICATIO	02/07/19	54,495.46
00734080	16237	SAM HILL OIL INC	02/08/19	18,461.81
<b>Fund Total</b>				<b>129,179.02</b>

## Net Warrants by Fund Detail

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## Road &amp; Bridge Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00733869	810240	CABRAL SAMUEL	02/04/19	603.00
00733870	810235	CANO VAZQUEZ LEOPOLDO	02/04/19	540.00
00733877	810238	D AND D INVESTMENTS LLC	02/04/19	830.00
00733879	7281	DENCO SALES	02/04/19	16,645.00
00733897	810234	RUBALCAVA MARIA	02/04/19	595.00
00733907	810239	TORRES ROBERTO	02/04/19	1,175.00
00733952	354424	H&A CONCRETE SAWING INC	02/06/19	71,845.68
00733954	99603	L4 CONSTRUCTION LLC	02/06/19	13,607.85
00733969	595135	ULTEIG ENGINEERS INC	02/06/19	23,246.67
00734028	11657	A & E TIRE INC	02/08/19	247.50
00734030	810393	AGUILAR WALDO H	02/08/19	635.00
00734032	12012	ALSCO AMERICAN INDUSTRIAL	02/08/19	317.27
00734034	49497	BFI TOWER ROAD LANDFILL	02/08/19	2,302.80
00734035	31729	BOBCAT OF THE ROCKIES	02/08/19	186.37
00734036	8909	BRANNAN SAND & GRAVEL COMPANY	02/08/19	365.64
00734040	810387	CHAVERO BENJAMIN	02/08/19	297.50
00734041	43659	CINTAS FIRST AID & SAFETY	02/08/19	215.91
00734042	648873	CITY OF THORNTON UTILITIES	02/08/19	3,624.73
00734043	2305	COBITCO INC	02/08/19	86.26
00734056	810389	FLOREZ JOSEPH R	02/08/19	876.00
00734061	810388	HUERTA JOSE A	02/08/19	297.50
00734068	810395	MEIER JOEL	02/08/19	971.00
00734069	21134	METECH RECYCLING	02/08/19	447.58
00734075	556555	PREMIER PORTABLES	02/08/19	350.00
00734078	810394	ROSALES REVOLORIO PATRICIO	02/08/19	595.00
00734079	8752	SAFETY & CONSTRUCTION SUPPLY	02/08/19	49.80
00734085	158184	UTILITY NOTIFICATION CENTER OF	02/08/19	181.76
00734086	603563	WINDOM PEAK APARTMENTS	02/08/19	3,000.00
00734088	11902	3M COMPANY	02/08/19	1,071.86

Fund Total

145,207.68



## Net Warrants by Fund Detail

19Insurance Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005157	523053	TRISTAR RISK MANAGEMENT	02/08/19	49,691.20
00733873	17565	COLO FRAME & SUSPENSION	02/04/19	2,250.15
00733888	13771	JOE'S TOWING & RECOVERY	02/04/19	217.00
00733951	182042	FIT SOLDIERS FITNESS BOOT CAMP	02/06/19	2,865.00
00733988	548807	EMPLOYERS UNITY LLC	02/07/19	1,807.00
00734006	810074	PROPEL	02/07/19	35,604.00
<b>Fund Total</b>				<b>92,434.35</b>

County of Adams  
Net Warrants by Fund Detail

27      Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00733970	1007	UNITED POWER (UNION REA)	02/06/19	23.22
00734019	1007	UNITED POWER (UNION REA)	02/07/19	54.29
<b>Fund Total</b>				<b>77.51</b>

County of Adams  
Net Warrants by Fund Detail

30      Community Dev Block Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005155	29064	TIERRA ROJO CONSTRUCTION	02/07/19	6,325.00
00733973	652356	ADAMS COUNTY HOUSING AUTHORITY	02/07/19	500,000.00
Fund Total				<u>506,325.00</u>

## Net Warrants by Fund Detail

31Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00733943	612089	COMMERCIAL CLEANING SYSTEMS	02/06/19	4,950.65
00733977	327914	CESCO LINGUISTIC SERVICE INC	02/07/19	593.49
00733982	612089	COMMERCIAL CLEANING SYSTEMS	02/07/19	3,949.74
00733987	650729	ELEMENTS	02/07/19	2,328.62
00734014	13770	SYSCO DENVER	02/07/19	12,450.24
00734037	37266	CENTURY LINK	02/08/19	356.70
00734038	37266	CENTURY LINK	02/08/19	139.06
00734039	37266	CENTURY LINK	02/08/19	150.42
00734050	260749	DANA SCHUETZE CONSULTING LLC	02/08/19	1,950.00
00734062	479165	IDEMIA IDENTITY & SECURITY USA	02/08/19	49.50
00734063	479165	IDEMIA IDENTITY & SECURITY USA	02/08/19	49.50
00734064	479165	IDEMIA IDENTITY & SECURITY USA	02/08/19	49.50
00734070	38974	MINUTEMAN PRESS-BRIGHTON	02/08/19	102.79
00734072	55021	NULINX INTERNATIONAL	02/08/19	2,385.00
00734081	13538	SHRED IT USA LLC	02/08/19	686.95
<b>Fund Total</b>				<b>30,192.16</b>

## Net Warrants by Fund Detail

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Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00734047	5105	COLO DEPT OF LABOR & EMPLOYMEN	02/08/19	650.61
00734052	811584	DOLLAN LILIANA C	02/08/19	60.00
00734055	811136	ESPARZA ANAYIZ	02/08/19	60.00
00734059	811146	HEALTH AND HUMAN SERVICES (HSS	02/08/19	650.61
00734060	811142	HOUSE ALEXANDRIA B	02/08/19	20.00
00734065	727647	LIBERTI-RAMIREZ ARYANNA	02/08/19	25.00
00734066	727959	MAZOTTI CAMERON	02/08/19	20.00
00734087	783504	ZAMORA CASTILLO MARIA	02/08/19	40.00
<b>Fund Total</b>				<b>1,526.22</b>

## Net Warrants by Fund Detail

**43****Front Range Airport**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00733865	351622	AURORA WATER	02/04/19	5,090.29
00733871	80257	CENTURYLINK	02/04/19	326.71
00733878	556579	DBT TRANSPORTATION SERVICES LL	02/04/19	1,593.00
00733880	80156	DISH NETWORK	02/04/19	148.03
00733905	80267	SWIMS DISPOSAL	02/04/19	298.75
00733906	93074	SYSCO DENVER	02/04/19	2,019.91
00733909	9558	UNIVAR USA INC	02/04/19	759.62
00733910	80279	VERIZON WIRELESS	02/04/19	476.18
00733911	13822	XCEL ENERGY	02/04/19	12.11
00733912	13822	XCEL ENERGY	02/04/19	12.55
00733913	13822	XCEL ENERGY	02/04/19	13.71
00733914	13822	XCEL ENERGY	02/04/19	15.45
00733915	13822	XCEL ENERGY	02/04/19	33.60
00733916	13822	XCEL ENERGY	02/04/19	62.87
00733917	13822	XCEL ENERGY	02/04/19	65.85
00733918	13822	XCEL ENERGY	02/04/19	77.01
00733919	13822	XCEL ENERGY	02/04/19	83.16
00733920	13822	XCEL ENERGY	02/04/19	91.86
00733921	13822	XCEL ENERGY	02/04/19	103.92
00733922	13822	XCEL ENERGY	02/04/19	116.11
00733923	13822	XCEL ENERGY	02/04/19	142.61
00733924	13822	XCEL ENERGY	02/04/19	148.82
00733925	13822	XCEL ENERGY	02/04/19	177.28
00733926	13822	XCEL ENERGY	02/04/19	320.25
00733927	13822	XCEL ENERGY	02/04/19	543.57
00733928	13822	XCEL ENERGY	02/04/19	767.35
00733929	13822	XCEL ENERGY	02/04/19	1,289.31
00733930	13822	XCEL ENERGY	02/04/19	1,495.41
00733931	13822	XCEL ENERGY	02/04/19	1,503.09
00733932	13822	XCEL ENERGY	02/04/19	1,511.41
00733933	13822	XCEL ENERGY	02/04/19	2,388.02
00734051	556579	DBT TRANSPORTATION SERVICES LL	02/08/19	1,185.00
00734054	13410	EASTERN SLOPE RURAL TELEPHONE	02/08/19	88.72
00734077	44131	ROGGEN FARMERS ELEVATOR ASSN	02/08/19	3,401.00
00734082	93074	SYSCO DENVER	02/08/19	734.08

**Fund Total****27,096.61**

County of Adams  
Net Warrants by Fund Detail

50      FLATROCK Facility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00733962	430098	REPUBLIC SERVICES #535	02/06/19	872.57
00733980	758723	CLEAN TECH DBA OUTSHINE CLEANI	02/07/19	200.00
00733983	612089	COMMERCIAL CLEANING SYSTEMS	02/07/19	1,430.24
Fund Total				2,502.81

County of Adams  
Net Warrants by Fund Detail

Grand Total 2,469,563.96



County of Adams  
Vendor Payment Report

<u>4302</u>	<u>Airport Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	AT&T CORP	00043	946806	330159	02/13/19	88.29
					Account Total	88.29
	Water/Sewer/Sanitation					
	SB PORTA BOWL RESTROOMS INC	00043	946808	330159	02/13/19	396.00
					Account Total	396.00
					Department Total	484.29

County of Adams  
Vendor Payment Report

<u>4308</u>	<u>Airport ATCT</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Security Service					
	SYSTEMS GROUP	00043	946831	330257	02/14/19	360.00
	SYSTEMS GROUP	00043	946832	330257	02/14/19	360.00
					Account Total	720.00
	Telephone					
	AT&T CORP	00043	946806	330159	02/13/19	6.76
					Account Total	6.76
					Department Total	726.76

County of Adams  
Vendor Payment Report

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Security Service					
	SYSTEMS GROUP	00043	946833	330257	02/14/19	360.00
					Account Total	360.00
	Shop Materials					
	LOTTMAN OIL COMPANY	00043	946807	330159	02/13/19	414.00
					Account Total	414.00
	Telephone					
	AT&T CORP	00043	946806	330159	02/13/19	6.76
					Account Total	6.76
					Department Total	780.76

County of Adams  
Vendor Payment Report

<u>2051</u>	<u>ANS - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Animal Control/Shelter					
	HANNEMAN ELIZABETH	00001	946619	329962	02/11/19	250.00
					Account Total	250.00
					Department Total	250.00

County of Adams  
Vendor Payment Report

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Events					
	FIVE STAR EDUCATION FOUNDATIO	00001	946569	329888	02/08/19	2,500.00
					Account Total	2,500.00
					Department Total	2,500.00

County of Adams  
Vendor Payment Report

<u>1024</u>	<u>Budget Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Printing External					
	SIR SPEEDY	00001	946934	330408	02/15/19	512.00
					Account Total	512.00
	Special Events					
	Development Research Partners,	00001	946933	330408	02/15/19	700.00
					Account Total	700.00
					Department Total	1,212.00

County of Adams  
Vendor Payment Report

<u>4306</u>	<u>Cafe</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Snack Bar Supplies, Rep & Main					
	PARAGON DINING SERVICES	00043	946811	330161	02/13/19	6,399.15
	PARAGON DINING SERVICES	00043	946812	330161	02/13/19	7,166.00
	SYSCO DENVER	00043	946809	330159	02/13/19	212.24
	SYSCO DENVER	00043	946810	330159	02/13/19	1,062.46
	SYSCO DENVER	00043	946834	330257	02/14/19	69.05-
					Account Total	14,770.80
					Department Total	14,770.80

County of Adams  
Vendor Payment Report

<u>4</u>	<u>Capital Facilities Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	KUMAR & ASSOCIATES INC	00004	946656	329996	02/11/19	3,244.00
					Account Total	3,244.00
					Department Total	3,244.00



County of Adams  
Vendor Payment Report

<u>1041</u>	<u>County Assessor</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Office Equip Rep & Maint					
	ALL COPY PRODUCTS INC	00001	946836	330258	02/14/19	247.25
					Account Total	247.25
	Operating Supplies					
	ALL COPY PRODUCTS INC	00001	946835	330258	02/14/19	145.94
	PEPPERDINE'S MARKING PRODUCTS	00001	946837	330258	02/14/19	45.50
					Account Total	191.44
	Printing External					
	MAIL MASTERS OF COLORADO	00001	946838	330258	02/14/19	2,429.60
					Account Total	2,429.60
					Department Total	2,868.29

County of Adams  
Vendor Payment Report

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	CARUSO JAMES LOUIS	00001	946591	329905	02/08/19	1,025.00
	CINA & CINA FORENSIC CONSULTIN	00001	946594	329909	02/09/19	17,000.00
					Account Total	18,025.00
					Department Total	18,025.00

County of Adams  
Vendor Payment Report

<u>1012</u>	<u>County Manager</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Events					
	ADAMS COUNTY EDUCATION CONSORT	00001	946953	330408	02/15/19	474.74
					Account Total	474.74
					Department Total	474.74

**County of Adams**  
**Vendor Payment Report**

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Destruction of Records					
	SHRED IT USA LLC	00001	946645	329987	02/11/19	175.20
					Account Total	175.20
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	946638	329987	02/11/19	19.53
	ALSCO AMERICAN INDUSTRIAL	00001	946637	329987	02/11/19	19.53
	ALSCO AMERICAN INDUSTRIAL	00001	946639	329987	02/11/19	30.12
					Account Total	69.18
	Other Professional Serv					
	RED HAWK FIRE & SECURITY	00001	946644	329987	02/11/19	333.00
					Account Total	333.00
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	946641	329987	02/11/19	160.00
	COPYCO QUALITY PRINTING INC	00001	946642	329987	02/11/19	675.00
					Account Total	835.00
					Department Total	1,412.38

County of Adams  
Vendor Payment Report

<u>1021</u>	<u>CLK Recording</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	946640	329987	02/11/19	60.00
	DATAGUIDE	00001	946643	329987	02/11/19	1,429.19
					Account Total	1,489.19
					Department Total	1,489.19

County of Adams  
Vendor Payment Report

<u>951016</u>	<u>CSBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ALMOST HOME INC	00034	946823	330182	02/08/19	758.07
	ECPAC	00034	946821	330182	02/11/19	373.80
	ETHIOPIAN COMMUNITY DEVELOPMEN	00034	946824	330182	02/06/19	126.11
	ETHIOPIAN COMMUNITY DEVELOPMEN	00034	946825	330182	02/06/19	1,215.21
	PROJECT ANGEL HEART	00034	946822	330182	02/08/19	8,217.12
					Account Total	10,690.31
					Department Total	10,690.31

**County of Adams**  
**Vendor Payment Report**

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	NICOLETTI-FLATER ASSOCIATES	00001	946768	330069	02/04/19	200.00
	NUMERICA CORPORATION	00001	946769	330069	02/04/19	1,520.00
					Account Total	1,720.00
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	946568	329887	02/08/19	372.95
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	946568	329887	02/08/19	544.10
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	946568	329887	02/08/19	187.67
					Account Total	1,104.72
					Department Total	2,824.72

County of Adams  
Vendor Payment Report

<u>7041</u>	<u>Economic Development Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ADAMS COUNTY EDUCATION CONSORT	00001	946952	330408	02/15/19	21,500.00
					Account Total	21,500.00
					Department Total	21,500.00



**County of Adams**  
**Vendor Payment Report**

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	AUTONATION FORD LITTLETON	00006	946655	329996	02/11/19	53,002.00
	SAM HILL OIL INC	00006	946796	330157	02/13/19	1,517.91
	SAM HILL OIL INC	00006	946902	330363	02/15/19	12,777.10
	THE GOODYEAR TIRE AND RUBBER C	00006	946867	330363	02/15/19	167.99
	THE GOODYEAR TIRE AND RUBBER C	00006	946868	330363	02/15/19	921.62
	WEX BANK	00006	946795	330157	02/13/19	2,158.81
	WIRELESS ADVANCED COMMUNICATIO	00006	946735	330050	02/12/19	16,532.83
					Account Total	87,078.26
					Department Total	87,078.26

County of Adams  
Vendor Payment Report

<u>9243</u>	<u>Extension - Family &amp; Consumer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	946361	329553	02/05/19	41.15
					Account Total	41.15
					Department Total	41.15

County of Adams  
Vendor Payment Report

<u>9240</u>	<u>Extension - Horticulture</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	946361	329553	02/05/19	41.15
					Account Total	41.15
					Department Total	41.15

County of Adams  
Vendor Payment Report

<u>9241</u>	<u>Extension- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	946361	329553	02/05/19	96.59
					Account Total	96.59
					Department Total	96.59

County of Adams  
Vendor Payment Report

9244	Extension- 4-H/Youth	Fund	Voucher	Batch No	GL Date	Amount
	Other Communications					
	VERIZON WIRELESS	00001	946361	329553	02/05/19	41.15
	VERIZON WIRELESS	00001	946361	329553	02/05/19	41.15
	VERIZON WIRELESS	00001	946361	329553	02/05/19	41.15
					Account Total	123.45
					Department Total	123.45

County of Adams  
Vendor Payment Report

<u>5025</u>	<u>Facilities Club House Maint.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	AAA PEST PROS	00005	946771	330084	02/12/19	35.00
					Account Total	35.00
					Department Total	35.00

**County of Adams**  
**Vendor Payment Report**

<u>43</u>	<u>Front Range Airport</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CITY SERVICEVALCON LLC	00043	946597	329942	02/11/19	17,587.09
	CITY SERVICEVALCON LLC	00043	946599	329942	02/11/19	22,167.97
	CITY SERVICEVALCON LLC	00043	946600	329942	02/11/19	18,959.34
	CITY SERVICEVALCON LLC	00043	946729	330047	02/12/19	22,375.60
	SYSTEMS GROUP	00043	946829	330247	02/14/19	5,807.75
	THYSSENKRUPP ELEVATOR CORP	00043	946603	329941	02/11/19	300.00
					Account Total	87,197.75
					Department Total	87,197.75

**County of Adams**  
**Vendor Payment Report**

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	LAND TITLE GUARANTEE COMPANY	00001	946574	329896	02/08/19	500.00
					Account Total	500.00
	Gas & Electricity					
	Energy Cap Bill ID=9202	00001	946688	330046	01/11/19	170.17
	Energy Cap Bill ID=9212	00001	946689	330046	01/21/19	132.29
	Energy Cap Bill ID=9243	00001	946690	330046	01/23/19	1,101.90
	Energy Cap Bill ID=9255	00001	946691	330046	01/18/19	615.15
	Energy Cap Bill ID=9257	00001	946692	330046	01/24/19	193.93
					Account Total	2,213.44
	Maintenance Contracts					
	AAA PEST PROS	00001	946771	330084	02/12/19	200.00
					Account Total	200.00
					Department Total	2,913.44



County of Adams  
Vendor Payment Report

<u>1075</u>	<u>FO - Administration Bldg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9223	00001	946682	330046	01/21/19	121.99
					Account Total	121.99
	Maintenance Contracts					
	AAA PEST PROS	00001	946771	330084	02/12/19	80.00
					Account Total	80.00
					Department Total	201.99

County of Adams  
Vendor Payment Report

<u>1113</u>	<u>FO - Children &amp; Family Service</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	946771	330084	02/12/19	
					Account Total	
					Department Total	

County of Adams  
Vendor Payment Report

<u>1060</u>	<u>FO - Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	MOLECULAR COATINGS INC	00001	946773	330084	02/12/19	1,196.00
					Account Total	1,196.00
	Maintenance Contracts					
	AAA PEST PROS	00001	946771	330084	02/12/19	60.00
					Account Total	60.00
					Department Total	1,256.00

County of Adams  
Vendor Payment Report

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9240	00001	946709	330046	01/25/19	1,392.92
					Account Total	1,392.92
	Maintenance Contracts					
	AAA PEST PROS	00001	946771	330084	02/12/19	60.00
					Account Total	60.00
					Department Total	1,452.92

**County of Adams**  
**Vendor Payment Report**

<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9209	00050	946719	330046	01/22/19	1,862.32
	Energy Cap Bill ID=9228	00050	946720	330046	01/22/19	318.45
	Energy Cap Bill ID=9231	00050	946721	330046	01/22/19	41.88
	Energy Cap Bill ID=9232	00050	946722	330046	01/22/19	163.62
	Energy Cap Bill ID=9242	00050	946723	330046	01/25/19	137.92
	Energy Cap Bill ID=9252	00050	946724	330046	01/29/19	551.73
					Account Total	3,075.92
	Maintenance Contracts					
	AAA PEST PROS	00050	946771	330084	02/12/19	40.00
					Account Total	40.00
					Department Total	3,115.92

County of Adams  
Vendor Payment Report

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9254	00001	946685	330046	01/28/19	6,919.43
					Account Total	6,919.43
	Maintenance Contracts					
	AAA PEST PROS	00001	946771	330084	02/12/19	145.00
					Account Total	145.00
					Department Total	7,064.43

**County of Adams**  
**Vendor Payment Report**

<u>1070</u>	<u>FO - Honnen/Plan&amp;Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9205	00001	946673	330046	01/30/19	1,806.94
	Energy Cap Bill ID=9244	00001	946674	330046	01/24/19	318.15
	Energy Cap Bill ID=9245	00001	946675	330046	01/24/19	2,837.51
	Energy Cap Bill ID=9246	00001	946676	330046	01/24/19	3,522.26
					Account Total	8,484.86
	Maintenance Contracts					
	AAA PEST PROS	00001	946771	330084	02/12/19	160.00
					Account Total	160.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9206	00001	946677	330046	01/20/19	143.27
					Account Total	143.27
					Department Total	8,788.13

County of Adams  
Vendor Payment Report

<u>1067</u>	<u>FO - Human Service Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9238	00001	946671	330046	01/25/19	4,382.73
					Account Total	4,382.73
	Maintenance Contracts					
	AAA PEST PROS	00001	946771	330084	02/12/19	50.00
					Account Total	50.00
					Department Total	4,432.73



County of Adams  
Vendor Payment Report

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	AUTOMATED BUILDING SOLUTIONS I	00001	946772	330084	02/12/19	4,845.00
					Account Total	4,845.00
	Gas & Electricity					
	Energy Cap Bill ID=9210	00001	946678	330046	01/22/19	2,619.22
					Account Total	2,619.22
	Maintenance Contracts					
	AAA PEST PROS	00001	946771	330084	02/12/19	110.00
					Account Total	110.00
					Department Total	7,574.22

**County of Adams**  
**Vendor Payment Report**

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9211	00001	946710	330046	01/22/19	18,989.64
	Energy Cap Bill ID=9216	00001	946711	330046	01/22/19	714.00
	Energy Cap Bill ID=9218	00001	946712	330046	01/22/19	76.77
	Energy Cap Bill ID=9233	00001	946713	330046	01/22/19	8,247.84
	Energy Cap Bill ID=9234	00001	946714	330046	01/22/19	25,825.11
	Energy Cap Bill ID=9247	00001	946715	330046	01/24/19	1,041.91
					Account Total	54,895.27
	Maintenance Contracts					
	AAA PEST PROS	00001	946771	330084	02/12/19	325.00
					Account Total	325.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9208	00001	946716	330046	01/18/19	22,637.79
	Energy Cap Bill ID=9213	00001	946717	330046	01/18/19	15,585.27
	Energy Cap Bill ID=9217	00001	946718	330046	01/18/19	138.48
					Account Total	38,361.54
					Department Total	93,581.81

**County of Adams**  
**Vendor Payment Report**

<u>1072</u>	<u>FO - West Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	ARAPAHOE SIGN ARTS INC	00001	946774	330084	02/12/19	4,910.00
					Account Total	4,910.00
	Gas & Electricity					
	Energy Cap Bill ID=9253	00001	946679	330046	01/30/19	9,658.47
					Account Total	9,658.47
	Maintenance Contracts					
	AAA PEST PROS	00001	946771	330084	02/12/19	40.00
					Account Total	40.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9222	00001	946680	330046	01/24/19	919.60
	Energy Cap Bill ID=9227	00001	946681	330046	01/24/19	40.84
					Account Total	960.44
					Department Total	15,568.91

County of Adams  
Vendor Payment Report

<u>1076</u>	<u>FO-Adams County Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9225	00001	946683	330046	01/22/19	3,574.37
	Energy Cap Bill ID=9239	00001	946684	330046	01/24/19	10,797.28
					Account Total	14,371.65
	Maintenance Contracts					
	AAA PEST PROS	00001	946771	330084	02/12/19	65.00
					Account Total	65.00
					Department Total	14,436.65

County of Adams  
Vendor Payment Report

<u>1069</u>	<u>FO-Animal Shelter Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9214	00001	946672	330046	01/22/19	4,748.01
					Account Total	4,748.01
	Maintenance Contracts					
	AAA PEST PROS	00001	946771	330084	02/12/19	55.00
					Account Total	55.00
					Department Total	4,803.01

**County of Adams**  
**Vendor Payment Report**

<u>1112</u>	<u>FO-Sheriff HQ/Coroner Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9241	00001	946706	330046	01/25/19	1,871.12
					Account Total	1,871.12
	Maintenance Contracts					
	AAA PEST PROS	00001	946771	330084	02/12/19	55.00
					Account Total	55.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9207	00001	946707	330046	01/18/19	83.72
	Energy Cap Bill ID=9215	00001	946708	330046	01/18/19	1,078.94
					Account Total	1,162.66
					Department Total	3,088.78

**County of Adams**  
**Vendor Payment Report**

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00001	946618	329960	02/11/19	230.03
					Account Total	230.03
	Received not Vouchered Clrg					
	ALLIED UNIVERSAL SECURITY SERV	00001	946602	329941	02/11/19	1,500.93
	ALLIED UNIVERSAL SECURITY SERV	00001	946841	330278	02/14/19	1,500.93
	ALLIED UNIVERSAL SECURITY SERV	00001	946842	330278	02/14/19	1,140.00
	ALLIED UNIVERSAL SECURITY SERV	00001	946842	330278	02/14/19	286.81
	ALLIED UNIVERSAL SECURITY SERV	00001	946843	330280	02/14/19	1,630.64
	ARMORED KNIGHTS INC	00001	946670	329996	02/11/19	66.37
	BLUE 360 MEDIA LLC	00001	946592	329908	02/08/19	3,750.00
	BLUE 360 MEDIA LLC	00001	946592	329908	02/08/19	1,040.00
	CHP METRO NORTH LLC	00001	946827	330247	02/14/19	1,050.00
	COLO DIST ATTORNEY COUNCIL	00001	946830	330247	02/14/19	3,798.30
	DELL MARKETING L P	00001	946797	330157	02/13/19	32,723.19
	DOMOTO BRANDS LLC	00001	946866	330363	02/15/19	4,250.00
	GROUND SERVICE COMPANY	00001	946598	329941	02/11/19	632.50
	HILL'S PET NUTRITION SALES INC	00001	946869	330363	02/15/19	934.80
	MOUNTAIN STATES IMAGING LLC	00001	946595	329940	02/11/19	500.05
	MOUNTAIN STATES IMAGING LLC	00001	946601	329941	02/11/19	405.45
	MWI VETERINARY SUPPLY CO	00001	946658	329996	02/11/19	52.00
	MWI VETERINARY SUPPLY CO	00001	946659	329996	02/11/19	549.24
	MWI VETERINARY SUPPLY CO	00001	946660	329996	02/11/19	93.50
	OLD VINE PINNACLE ASSOCIATES	00001	946826	330247	02/14/19	800.00
	PATTERSON VETERINARY SUPPLY IN	00001	946661	329996	02/11/19	910.45
	PATTERSON VETERINARY SUPPLY IN	00001	946662	329996	02/11/19	30.44
	PATTERSON VETERINARY SUPPLY IN	00001	946663	329996	02/11/19	6.28
	PATTERSON VETERINARY SUPPLY IN	00001	946664	329996	02/11/19	68.00
	PATTERSON VETERINARY SUPPLY IN	00001	946665	329996	02/11/19	19.50
	PERKINS COIE LLP	00001	946901	330363	02/15/19	275.00
	PRUDENTIAL OVERALL SUPPLY	00001	946666	329996	02/11/19	55.28
	PRUDENTIAL OVERALL SUPPLY	00001	946667	329996	02/11/19	55.28
	SHI INTERNATIONAL CORP	00001	946605	329941	02/11/19	57,571.00
	SYSTEMS GROUP	00001	946779	330050	02/12/19	8,250.00
	TUNDRA RESTAURANT SUPPLY LLC	00001	946780	330050	02/12/19	7,717.74

## Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	US CORRECTIONS LLC	00001	946593	329908	02/08/19	991.00
	WHITESTONE CONSTRUCTION SERVIC	00001	946657	329996	02/11/19	4,892.62
	WHITESTONE CONSTRUCTION SERVIC	00001	946777	330050	02/12/19	28,300.00
	WRIGHTWAY INDUSTRIES INC	00001	946668	329996	02/11/19	356.86
	ZOETIS US LLC	00001	946669	329996	02/11/19	311.80
					Account Total	166,515.96
	Retainages Payable					
	WHITESTONE CONSTRUCTION SERVIC	00001	946657	329996	02/11/19	244.63-
	WHITESTONE CONSTRUCTION SERVIC	00001	946777	330050	02/12/19	1,415.00-
					Account Total	1,659.63-
					Department Total	165,086.36



County of Adams  
Vendor Payment Report

<u>5</u>	<u>Golf Course Enterprise Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	SYSTEMS GROUP	00005	946778	330050	02/12/19	600.00
					Account Total	600.00
					Department Total	600.00

**County of Adams**  
**Vendor Payment Report**

<u>5026</u>	<u>Golf Course- Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Contract Employment					
	PROFESSIONAL RECREATION MGMT I	00005	946783	330088	02/12/19	13,307.61
	PROFESSIONAL RECREATION MGMT I	00005	946783	330088	02/12/19	1,682.75
					Account Total	14,990.36
	Fuel, Gas & Oil					
	AGFINITY INC	00005	946317	329523	02/05/19	335.09
					Account Total	335.09
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	946319	329523	02/05/19	205.58
	UNITED POWER (UNION REA)	00005	946320	329523	02/05/19	405.97
	UNITED POWER (UNION REA)	00005	946321	329523	02/05/19	3,065.98
	UNITED POWER (UNION REA)	00005	946323	329523	02/05/19	3,694.02
	UNITED POWER (UNION REA)	00005	946323	329523	02/05/19	89.11
	XCEL ENERGY	00005	946322	329523	02/05/19	832.12
	XCEL ENERGY	00005	946324	329523	02/05/19	758.47
					Account Total	9,051.25
	Grounds Maintenance					
	AGFINITY INC	00005	946316	329523	02/05/19	17.80
					Account Total	17.80
					Department Total	24,394.50

**County of Adams**  
**Vendor Payment Report**

<u>5021</u>	<u>Golf Course- Pro Shop</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Contract Employment					
	PROFESSIONAL RECREATION MGMT I	00005	946783	330088	02/12/19	10,541.82
	PROFESSIONAL RECREATION MGMT I	00005	946783	330088	02/12/19	1,311.23
					Account Total	11,853.05
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	946318	329523	02/05/19	316.77
	UNITED POWER (UNION REA)	00005	946323	329523	02/05/19	2,375.77
	XCEL ENERGY	00005	946324	329523	02/05/19	806.16
					Account Total	3,498.70
	Membership Dues					
	PROFESSIONAL RECREATION MGMT I	00005	946783	330088	02/12/19	300.00
					Account Total	300.00
	Other Professional Serv					
	PROFESSIONAL RECREATION MGMT I	00005	946783	330088	02/12/19	351.52
	PROFESSIONAL RECREATION MGMT I	00005	946783	330088	02/12/19	326.27
					Account Total	677.79
	Repair & Maint Supplies					
	PROFESSIONAL RECREATION MGMT I	00005	946783	330088	02/12/19	69.20
					Account Total	69.20
	Security Service					
	PROFESSIONAL RECREATION MGMT I	00005	946783	330088	02/12/19	462.50
					Account Total	462.50
					Department Total	16,861.24

County of Adams  
Vendor Payment Report

<u>9296</u>	<u>Hazardous Waste Operations</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	NORTH METRO FIRE RESCUE	00025	946494	329741	02/07/19	123,664.00
					Account Total	123,664.00
					Department Total	123,664.00

**County of Adams**  
**Vendor Payment Report**

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CESCO LINGUISTIC SERVICE INC	00031	946732	330050	02/12/19	82.50
	CESCO LINGUISTIC SERVICE INC	00031	946733	330050	02/12/19	95.00
	CESCO LINGUISTIC SERVICE INC	00031	946862	330363	02/15/19	129.50
	CESCO LINGUISTIC SERVICE INC	00031	946863	330363	02/15/19	113.52
	CHILDRENS HOSPITAL	00031	946596	329941	02/11/19	1,820.00
	MEADOW GOLD DAIRY	00031	946871	330363	02/15/19	136.50
	MEADOW GOLD DAIRY	00031	946872	330363	02/15/19	81.90
	MEADOW GOLD DAIRY	00031	946873	330363	02/15/19	109.20
	MEADOW GOLD DAIRY	00031	946874	330363	02/15/19	81.90
	MEADOW GOLD DAIRY	00031	946875	330363	02/15/19	81.90
	MEADOW GOLD DAIRY	00031	946876	330363	02/15/19	81.90
	MEADOW GOLD DAIRY	00031	946877	330363	02/15/19	68.25
	MEADOW GOLD DAIRY	00031	946878	330363	02/15/19	54.60
	MEADOW GOLD DAIRY	00031	946879	330363	02/15/19	136.50
	MEADOW GOLD DAIRY	00031	946880	330363	02/15/19	27.30
	MEADOW GOLD DAIRY	00031	946881	330363	02/15/19	81.90
	MEADOW GOLD DAIRY	00031	946882	330363	02/15/19	68.25
	MEADOW GOLD DAIRY	00031	946883	330363	02/15/19	27.30
	MEADOW GOLD DAIRY	00031	946884	330363	02/15/19	40.95
	MEADOW GOLD DAIRY	00031	946885	330363	02/15/19	68.25
	MEADOW GOLD DAIRY	00031	946886	330363	02/15/19	68.25
	MEADOW GOLD DAIRY	00031	946887	330363	02/15/19	40.95
	MEADOW GOLD DAIRY	00031	946888	330363	02/15/19	27.30
	MEADOW GOLD DAIRY	00031	946889	330363	02/15/19	54.60
	MEADOW GOLD DAIRY	00031	946890	330363	02/15/19	13.65
	MEADOW GOLD DAIRY	00031	946891	330363	02/15/19	68.25
	MEADOW GOLD DAIRY	00031	946892	330363	02/15/19	82.20
	MEADOW GOLD DAIRY	00031	946893	330363	02/15/19	54.80
	MEADOW GOLD DAIRY	00031	946895	330363	02/15/19	177.45
	MEADOW GOLD DAIRY	00031	946898	330363	02/15/19	81.90
	MEADOW GOLD DAIRY	00031	946899	330363	02/15/19	95.55
	SYSCO DENVER	00031	946903	330363	02/15/19	38.65
	SYSCO DENVER	00031	946904	330363	02/15/19	3,688.35
	SYSCO DENVER	00031	946905	330363	02/15/19	1,069.98
	SYSCO DENVER	00031	946906	330363	02/15/19	181.02

County of Adams  
Vendor Payment Report

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
					Account Total	9,130.02
					Department Total	9,130.02

**County of Adams**  
**Vendor Payment Report**

<u>1079</u>	<u>Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9251	00001	946686	330046	01/29/19	5,696.98
	XCEL ENERGY	00001	946775	330084	02/12/19	5,899.38
					Account Total	11,596.36
	Maintenance Contracts					
	AAA PEST PROS	00001	946771	330084	02/12/19	125.00
					Account Total	125.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9230	00001	946687	330046	01/24/19	2,346.04
					Account Total	2,346.04
					Department Total	14,067.40

**County of Adams**  
**Vendor Payment Report**

<u>935119</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	THRIVE CENTER	00031	946617	329951	02/11/19	175.00
					Account Total	175.00
	Operating Supplies					
	CINTAS CORPORATION NO 2	00031	946614	329951	02/11/19	135.01
					Account Total	135.01
	Other Professional Serv					
	IDEMIA IDENTITY & SECURITY USA	00031	946615	329951	02/11/19	49.50
	IDEMIA IDENTITY & SECURITY USA	00031	946616	329951	02/11/19	49.50
					Account Total	99.00
	Telephone					
	CENTURY LINK	00031	946613	329951	02/11/19	125.31
	CENTURY LINK	00031	946652	329951	02/11/19	173.02
	CENTURY LINK	00031	946654	329951	02/11/19	172.96
					Account Total	471.29
					Department Total	880.30



County of Adams  
Vendor Payment Report

8613	Insurance - UHC EPO Medical	Fund	Voucher	Batch No	GL Date	Amount
	Claims					
	UNITED HEALTH CARE INSURANCE C	00019	946571	329890	02/08/19	274,864.86
	UNITED HEALTH CARE INSURANCE C	00019	946920	330389	02/15/19	265,670.36
					Account Total	540,535.22
					Department Total	540,535.22

**County of Adams**  
**Vendor Payment Report**

<u>19</u>	<u>Insurance Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CAREHERE LLC	00019	946844	330280	02/14/19	8,682.50
	CAREHERE LLC	00019	946844	330280	02/14/19	9,288.00
	CAREHERE LLC	00019	946845	330280	02/14/19	8,682.50
	CAREHERE LLC	00019	946845	330280	02/14/19	9,288.00
	CAREHERE LLC	00019	946846	330280	02/14/19	9,142.50
	CAREHERE LLC	00019	946846	330280	02/14/19	9,198.00
	CAREHERE LLC	00019	946847	330280	02/14/19	9,142.50
	CAREHERE LLC	00019	946847	330280	02/14/19	9,198.00
	COLO FRAME & SUSPENSION	00019	946864	330363	02/15/19	4,833.73
	COLO FRAME & SUSPENSION	00019	946864	330363	02/15/19	333.86
	COLO FRAME & SUSPENSION	00019	946865	330363	02/15/19	1,553.40
	COLO STATE TREASURER	00019	946840	330247	02/14/19	6,071.77
	COLO STATE TREASURER	00019	946840	330247	02/14/19	62,232.64
	JOE'S TOWING & RECOVERY	00019	946870	330363	02/15/19	110.00
	NATHAN DUMM & MAYER PC	00019	946900	330363	02/15/19	129.50
					Account Total	147,886.90
					Department Total	147,886.90

County of Adams  
Vendor Payment Report

<u>8614</u>	<u>Insurance- Delta Dental</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Self-Insurance Claims					
	DELTA DENTAL OF COLO	00019	946620	329890	02/08/19	35,946.30
	DELTA DENTAL OF COLO	00019	946921	330389	02/15/19	9,544.32
					Account Total	45,490.62
					Department Total	45,490.62

County of Adams  
Vendor Payment Report

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	General Liab - Other than Prop					
	FULLER STERRITT R	00019	946761	330058	02/12/19	6,000.00
	ROBERT M LIECHTY PC	00019	946762	330058	02/12/19	8,000.00
					Account Total	14,000.00
					Department Total	14,000.00

County of Adams  
Vendor Payment Report

<u>1056</u>	<u>IT Help Desk &amp; Servers</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	QUICKSILVER EXPRESS COURIER	00001	946748	330054	02/12/19	72.38
					Account Total	72.38
					Department Total	72.38

**County of Adams**  
**Vendor Payment Report**

<u>1058</u>	<u>IT Network/Telecom</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	ISP Services					
	COMCAST BUSINESS	00001	946632	329973	02/11/19	4,200.00
	ZAYO GROUP HOLDINGS INC	00001	946564	329884	02/08/19	1,975.00
					Account Total	6,175.00
	Other Professional Serv					
	COMMUNICATION CONSTRUCTION & E	00001	946565	329886	02/08/19	3,280.00
	UTILITY NOTIFICATION CENTER OF	00001	946566	329886	02/08/19	221.52
					Account Total	3,501.52
					Department Total	9,676.52

County of Adams  
Vendor Payment Report

<u>1190</u>	<u>One-Stop Customer Service Cent</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ambulance Licenses					
	JEFFERSON COUNTY TREASURER	00001	946479	329741	02/07/19	7,980.00
					Account Total	7,980.00
					Department Total	7,980.00

County of Adams  
Vendor Payment Report

<u>27</u>	<u>Open Space Projects Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	E R O RESOURCES CORP	00027	946799	330157	02/13/19	3,200.00
	ENERGES SERVICES LLC	00027	946798	330157	02/13/19	42,848.72
					Account Total	46,048.72
	Retainages Payable					
	ENERGES SERVICES LLC	00027	946798	330157	02/13/19	2,142.44-
					Account Total	2,142.44-
					Department Total	43,906.28



**County of Adams**  
**Vendor Payment Report**

<u>1111</u>	<u>Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9219	00001	946693	330046	01/22/19	116.04
	Energy Cap Bill ID=9220	00001	946694	330046	01/22/19	20.00
	Energy Cap Bill ID=9221	00001	946695	330046	01/22/19	1,366.40
	Energy Cap Bill ID=9224	00001	946696	330046	01/22/19	1,761.81
	Energy Cap Bill ID=9226	00001	946697	330046	01/22/19	114.70
	Energy Cap Bill ID=9229	00001	946698	330046	01/02/19	7,078.64
	Energy Cap Bill ID=9235	00001	946699	330046	01/24/19	887.66
	Energy Cap Bill ID=9236	00001	946700	330046	01/24/19	723.57
	Energy Cap Bill ID=9237	00001	946701	330046	01/24/19	579.01
	Energy Cap Bill ID=9248	00001	946702	330046	01/24/19	42.06
	Energy Cap Bill ID=9249	00001	946703	330046	01/24/19	478.11
	Energy Cap Bill ID=9250	00001	946704	330046	01/24/19	1,065.94
	Energy Cap Bill ID=9256	00001	946705	330046	01/28/19	1,003.72
					Account Total	15,237.66
	Maintenance Contracts					
	AAA PEST PROS	00001	946771	330084	02/12/19	395.00
					Account Total	395.00
					Department Total	15,632.66

County of Adams  
Vendor Payment Report

<u>1015</u>	<u>People &amp; Culture - Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Insurance Premiums					
	STICKA LAVONNE	00001	946572	329893	02/08/19	300.00
					Account Total	300.00
					Department Total	300.00

County of Adams  
Vendor Payment Report

<u>1039</u>	<u>Poverty Reduction</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	YELLOW ROSE EVENT CENTER	00001	946763	330064	02/12/19	300.00
					Account Total	300.00
					Department Total	300.00

County of Adams  
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair &amp; Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Liquor Sales					
	FUENTES ALEJANDRA	00001	946552	329871	02/08/19	604.00
					Account Total	604.00
	Regional Park Rentals					
	STURGEON ELECTRIC CO	00001	946554	329871	02/08/19	400.00
					Account Total	400.00
					Department Total	1,004.00

County of Adams  
Vendor Payment Report

<u>5015</u>	<u>PKS- Grounds Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	PRECISION PUMPING SYSTEMS	00001	946553	329871	02/08/19	345.00
					Account Total	345.00
					Department Total	345.00

County of Adams  
Vendor Payment Report

<u>5012</u>	<u>PKS- Regional Complex</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	946555	329871	02/08/19	323.93
					Account Total	323.93
					Department Total	323.93

**County of Adams**  
**Vendor Payment Report**

<u>1089</u>	<u>PLN- Boards &amp; Commissions</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	BUSH MELVIN E	00001	946607	329948	02/11/19	65.00
	GREEN THOMAS D	00001	946606	329948	02/11/19	65.00
	GRONQUIST CHRIS	00001	946611	329948	02/11/19	65.00
	HAGGERTY BRIAN	00001	946522	329803	02/07/19	65.00
	HANCOCK FORREST HAYES	00001	946612	329948	02/11/19	65.00
	MCCREARY RAPHAEL	00001	946608	329948	02/11/19	65.00
	NYHOLM STEWART E	00001	946609	329948	02/11/19	65.00
	STANFIELD THOMSON	00001	946610	329948	02/11/19	65.00
	TONSAGER DENNIS	00001	946523	329803	02/07/19	65.00
	TRELOAR TARA A	00001	946524	329803	02/07/19	65.00
	WOLFE SANDRA KAY	00001	946521	329803	02/07/19	65.00
					Account Total	715.00
					Department Total	715.00

County of Adams  
Vendor Payment Report

<u>7</u>	<u>Stormwater Utility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	AMERICAN WEST CONSTRUCTION	00007	946604	329941	02/11/19	77,707.00
					Account Total	77,707.00
					Department Total	77,707.00



County of Adams  
Vendor Payment Report

<u>2008</u>	<u>SHF - Training Academy</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	SAMS CLUB	00001	946587	329897	02/08/19	93.65
	SAMS CLUB	00001	946587	329897	02/08/19	130.03
					Account Total	223.68
					Department Total	223.68

County of Adams  
Vendor Payment Report

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	946583	329897	02/08/19	135.80
					Account Total	135.80
	Other Professional Serv					
	SHRED IT USA LLC	00001	946588	329897	02/08/19	100.00
					Account Total	100.00
					Department Total	235.80

**County of Adams**  
**Vendor Payment Report**

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Sheriff's Fees					
	ALTITUDE COMMUNITY LAW	00001	946784	330151	02/13/19	19.00
	ARNTZEN EMILY S	00001	946539	329862	02/08/19	19.00
	BALL FRANK J	00001	946525	329862	02/08/19	19.00
	FLORES HERRERA ELEANA ANAIS	00001	946540	329862	02/08/19	19.00
	FRANCY LAW FIRM	00001	946785	330151	02/13/19	19.00
	FRANCY LAW FIRM, PLLC	00001	946526	329862	02/08/19	19.00
	FRANCY LAW FIRM, PLLC	00001	946527	329862	02/08/19	19.00
	FRIEDENTAG PERRY	00001	946528	329862	02/08/19	66.00
	FULLER WILLIAM	00001	946814	330151	02/13/19	19.00
	GIAMPIETRO JOSEPH	00001	946541	329862	02/08/19	19.00
	GOLD LAW FIRM	00001	946542	329862	02/08/19	19.00
	GOLD LAW FIRM	00001	946543	329862	02/08/19	19.00
	GONZALES ANA EMILIA	00001	946544	329862	02/08/19	19.00
	HOLST AND BOETTCHER	00001	946529	329862	02/08/19	19.00
	JAMES G. ANDERSON, P.C.	00001	946538	329862	02/08/19	19.00
	LEIVA MELVIN	00001	946546	329862	02/08/19	19.00
	MACHOL & JOHANNES, LLC	00001	946786	330151	02/13/19	19.00
	MEIDINGER RANDALL NOEL	00001	946545	329862	02/08/19	19.00
	MIDLAND FUNDING LLC	00001	946530	329862	02/08/19	19.00
	MIDLAND FUNDING LLC	00001	946531	329862	02/08/19	19.00
	MIDLAND FUNDING LLC	00001	946787	330151	02/13/19	19.00
	MIDLAND FUNDING LLC	00001	946788	330151	02/13/19	19.00
	MIDLAND FUNDING LLC	00001	946789	330151	02/13/19	19.00
	MILLS SCHMITZ HALSTEAD AND ZAL	00001	946532	329862	02/08/19	66.00
	MORENO NIDYA	00001	946815	330151	02/13/19	19.00
	NEXT LEVEL PROPERTY MANAGEMENT	00001	946533	329862	02/08/19	66.00
	NEXT LEVEL PROPERTY MANAGEMENT	00001	946790	330151	02/13/19	66.00
	PROPERTY MANAGEMENT PLUS REALT	00001	946534	329862	02/08/19	140.00
	RITCHEY SHANNON MAE	00001	946816	330151	02/13/19	19.00
	RUIZ MARYBELL	00001	946817	330151	02/13/19	19.00
	SHAF INTERNATIONAL INC	00001	946547	329862	02/08/19	10.00
	SILCOTT CHRISTOPHER MICHAEL	00001	946818	330151	02/13/19	19.00
	SILCOTT CHRISTOPHER MICHAEL	00001	946819	330151	02/13/19	19.00
	STENGER AND STENGER	00001	946535	329862	02/08/19	19.00
	STROHFUS ALAN J	00001	946548	329862	02/08/19	66.00

County of Adams  
Vendor Payment Report

2015	SHF- Civil Section	Fund	Voucher	Batch No	GL Date	Amount
	TH PROPERTY RENTAL	00001	946549	329862	02/08/19	66.00
	TOP HAT FILE AND SERVE	00001	946536	329862	02/08/19	19.00
	VOJTISEK ADRIENA	00001	946550	329862	02/08/19	19.00
	WALLACE AND ENNS	00001	946551	329862	02/08/19	19.00
	WOODS AND WOODS PC	00001	946537	329862	02/08/19	19.00
	1641 ALTON STREET LLC	00001	946813	330151	02/13/19	66.00
					Account Total	1,220.00
					Department Total	1,220.00

County of Adams  
Vendor Payment Report

<u>2075</u>	<u>SHF- Commissary Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	CENTURY LINK	00001	946576	329897	02/08/19	213.61
					Account Total	213.61
					Department Total	213.61

County of Adams  
Vendor Payment Report

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	946584	329897	02/08/19	147.60
					Account Total	147.60
	Other Communications					
	CENTURY LINK	00001	946578	329897	02/08/19	88.99
					Account Total	88.99
					Department Total	236.59

**County of Adams**  
**Vendor Payment Report**

<u>2071</u>	<u>SHF- Detention Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	946584	329897	02/08/19	404.26
					Account Total	404.26
	Medical Services					
	ST ANTHONY NORTH	00001	946589	329897	02/08/19	2,081.61
					Account Total	2,081.61
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	946580	329897	02/08/19	57.52
	DS WATERS OF AMERICA INC	00001	946581	329897	02/08/19	50.07
	DS WATERS OF AMERICA INC	00001	946582	329897	02/08/19	667.79
					Account Total	775.38
	Other Repair & Maint					
	CALVERT MULTI ENTERPRISES	00001	946579	329897	02/08/19	90.00
					Account Total	90.00
					Department Total	3,351.25

County of Adams  
Vendor Payment Report

<u>2010</u>	<u>SHF- MIS Unit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	CENTURY LINK	00001	946577	329897	02/08/19	90.95
					Account Total	90.95
					Department Total	90.95



**County of Adams**  
**Vendor Payment Report**

<u>2017</u>	<u>SHF- Patrol Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	946584	329897	02/08/19	259.12
					Account Total	259.12
	Minor Equipment					
	TOWN OF CEDAREdge	00001	946590	329897	02/08/19	2,000.00
					Account Total	2,000.00
	Other Communications					
	LEXISNEXIS RISK SOLUTIONS	00001	946585	329897	02/08/19	103.81
					Account Total	103.81
					Department Total	2,362.93

**County of Adams**  
**Vendor Payment Report**

<u>2018</u>	<u>SHF- Records/Warrants Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Extraditions					
	AVIS RENT A CAR SYSTEM INC	00001	946575	329897	02/08/19	86.97
	MARIAS HEALTHCARE SERVICES	00001	946567	329729	02/08/19	124.00
	MARIAS HEALTHCARE SERVICES	00001	946567	329729	02/12/19	124.00-
					Account Total	86.97
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	946584	329897	02/08/19	9.02
					Account Total	9.02
					Department Total	95.99

County of Adams  
Vendor Payment Report

<u>2005</u>	<u>SHF- TAC Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	NORTHGLENN AMBULANCE	00001	946586	329897	02/08/19	724.50
					Account Total	724.50
					Department Total	724.50

County of Adams  
Vendor Payment Report

<u>35</u>	<u>Workforce &amp; Business Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	COMPUTER SYSTEMS DESIGN	00035	946828	330247	02/14/19	4,800.00
					Account Total	4,800.00
					Department Total	4,800.00

County of Adams  
Vendor Payment Report

Grand Total      1,700,260.16



**Board of County Commissioners  
Minutes of Commissioners' Proceedings**

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

**Tuesday  
February 19, 2019  
9:30 AM**

**1. ROLL CALL**

**Rollcall**

**Present:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

**2. PLEDGE OF ALLEGIANCE**

**3. MOTION TO APPROVE AGENDA**

**A motion was made by Commissioner Henry, seconded by Commissioner Hodge, that the Agenda be approved. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

**4. AWARDS AND PRESENTATIONS**

- A.** Colorado City & County Management Association (CCCMA) County Manager of the Year Award

**5. PUBLIC COMMENT**

- A.** Citizen Communication

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

**B. Elected Officials' Communication**

**6. CONSENT CALENDAR**

**A motion was made by Commissioner Hodge, seconded by Commissioner Henry, that the Consent Calendar be approved. The motion carried by the following vote:**

**Aye: 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge**

- A. List of Expenditures Under the Dates of February 4-8, 2019**
- B. Minutes of the Commissioners' Proceedings from February 12, 2019**
- C. Resolution Approving Submission of Federal Equitable Sharing Agreement and Certification  
(File approved by ELT)**
- D. Resolution Appointing Marc Pedrucci and Aaron Clark as Proxies for Calendar Year 2019 to Conduct Ditch and Reservoir Company Business and to Sign Annual Renewal Contracts on Behalf of Adams County  
(File approved by ELT)**
- E. Resolution of Intent to Accept a Quitclaim Deed from the Colorado Department of Transportation for the 43-Acre Lowell Ponds State Wildlife Area  
(File approved by ELT)**
- F. Resolution Approving an Agreement for Purchase of Real Property for the Murata Brothers Farm between the Conservation Fund and Adams County  
(File approved by ELT)**

**7. NEW BUSINESS**

**A. COUNTY MANAGER**

- 1. Resolution Approving an Agreement between Adams County and JK Transports Inc., to Provide Truck Hauling Services for the 2019 Gravel Road Resurfacing Program  
(File approved by ELT)**

**A motion was made by Commissioner Tedesco, seconded by Commissioner Pinter, that this New Business be approved. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

2. Resolution Approving an Agreement between Adams County and Blaeser Trucking Company to Provide Truck Hauling Services for the 2019 Gravel Road Resurfacing Program  
(File approved by ELT)

**A motion was made by Commissioner Tedesco, seconded by Commissioner Pinter, that this New Business be denied. The motion carried by the following vote:**

**Aye:** 4 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, and Commissioner O'Dorisio

**Nay:** 1 - Commissioner Hodge

## **B. COUNTY ATTORNEY**

### **8. Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Noise Litigation**

**A motion was made by Commissioner Henry, seconded by Commissioner Pinter, that this Executive Session be approved. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

## **9. LAND USE HEARINGS**

### **A. Cases to be Heard**

1. PRC2018-00012 Unison Housing at 7401 Broadway  
(File approved by ELT)

**A motion was made by Commissioner Tedesco, seconded by Commissioner Pinter, that this Land Use Hearing be approved. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

## **10. ADJOURNMENT**

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





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 26, 2019
<b>SUBJECT:</b> Approval for Fair Management Staff to enter into and sign agreements under \$7,500
<b>FROM:</b> Casandra Vossler, Fair & Special Events Manager
<b>AGENCY/DEPARTMENT:</b> Parks and Open Space
<b>HEARD AT STUDY SESSION ON:</b> n/a
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the authorization

### **BACKGROUND:**

The 2019 Adams County Stars & Stripes 3<sup>rd</sup> of July Celebration along with the Adams County Fair will feature local entertainment, food vendors, exhibitors and vendors selling items during the two events.

Contracts must be negotiated and signed as soon as possible in order to confirm artists, secure food vendors, exhibitors and to develop advertising programs.

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

County Attorney

### **ATTACHED DOCUMENTS:**

Resolution  
Vendor Contract  
Food Concessionaire Contract  
Entertainment Agreement

**FISCAL IMPACT:**

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

**Fund: 01****Cost Center: 5010**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:**

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

**RESOLUTION AUTHORIZING CASANDRA VOSSLER, FAIR & SPECIAL EVENTS  
MANAGER, TO ENTER INTO ENTERTAINMENT, FOOD CONCESSIONS, AND  
EXHIBITOR/VENDOR AGREEMENTS FOR THE PURPOSE OF SECURING  
ENTERTAINMENT, FOOD VENDING, AND EXHIBITORS/VENDORS FOR THE 2019  
ADAMS COUNTY STARS AND STRIPES CELEBRATION AND COUNTY FAIR**

WHEREAS, the 2019 Adams County Stars and Stripes Celebration and County Fair will benefit from the hiring of entertainment, food vending, and exhibitors/vendors to provide local entertainment on the free stage, food vending services to the attendees, and exhibitor/vendors selling items during the two events; and,

WHEREAS, it would be expedient for the Board of County Commissioners to delegate their authority to enter into entertainment, concessions, and exhibitor/vendor agreements so that preferred entertainer(s), concessionaires, and exhibitor/vendors may be secured for the 2019 Adams County Stars and Stripes Celebration and County Fair; and,

WHEREAS, the funds have been set aside in the 2019 Facility Budget for this purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Casandra Vossler, the Fair & Special Events Manager, is hereby authorized to enter into entertainment, concession, and exhibitor/vendor agreements on behalf of Adams County for the production of the 2019 Adams County Stars and Stripes and County Fair, in amounts not exceeding \$7,500.



**ADAMS COUNTY FAIR  
EXHIBITOR CONTRACT**  
July 31 – August 4, 2019  
9755 Henderson Road, Brighton CO 80601  
www.adamscountyfair.com  
Phone 303.637.8007

Company (the exhibitor) \_\_\_\_\_

Contact \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Other Phone \_\_\_\_\_

Email \_\_\_\_\_

Company website \_\_\_\_\_

List all items/products to be sold or displayed

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Federal Tax Identification Number or Social Security Number \_\_\_\_\_

Does anyone in Adams County Government work for you or have any other financial interest in your business?

If yes, please explain \_\_\_\_\_

Exhibitor is required to submit the following materials. Only complete contracts will be processed. The Adams County Fair does not hold exhibitor spaces.

1. Completed exhibitor contract. (Entire single-sided copy)
2. Deposit of 50% of the total booth space fee detailed below. Make check or money order payable to Adams County Fair. (\$25.00 charge for returned checks.)
3. Complete description of items to be sold, demonstrated, etc.
4. Certificate of Insurance naming Adams County as an additional insured.
5. Copy of Sales Tax License, if applicable.

**Exhibitor Approval and Selection:**

1. Approval and selection of exhibitors are dependent upon product type, quality, pricing, and exhibitor history.
2. Adams County reserves the right to deny rental of a commercial booth space.
3. Previous participation in the Adams County Fair does not give an exhibitor priority treatment.

4. In order to maintain product balance and as a means of encouraging new products, it sometimes becomes necessary to deny booth space requests due to a specific location and or physical requirements, space availability or late packet receipt.
5. Selection of any contract does not imply endorsement by the Adams County Fair of the exhibitors' products or services.
6. Exhibitors will be notified by email as to the status of their contract.
7. The balance of booth space fees is due no later than July 3, 2019. Failure to make full payment of the booth space fee by this date will result in booth assigned on an as available basis and may result in forfeiture of booth space and any monies paid.

#### EXHIBITOR BOOTH FEES:

Size of booth	Includes	Fee	Quantity	Total
10x10 Outside Booth	One (1) exhibitor parking pass – lot E	\$285.00		\$
10x10 Exhibit Hall Interior Booth	Space is piped & draped; one 6'x30" table; 2 chairs; limited Wi-Fi; one (1) exhibitor parking pass – lot E	\$300.00		\$
10x10 Exhibit Hall Corner Booth	Space is piped & draped; one 6'x30" table; 2 chairs; limited Wi-Fi; one (1) exhibitor parking pass – lot E	\$350.00		\$
110 Volt Electricity	20 Amps *limited availability	\$100.00		\$
	General Parking Pass – lots A & F	\$25.00		\$
<b>Grand Total</b>				

I have read and agree to all contractual provisions as set forth in this exhibitor contract.

\_\_\_\_\_  
Exhibitor Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Fair Management Signature

\_\_\_\_\_  
Date Signed

---

#### OFFICE USE ONLY

Space Location: \_\_\_\_\_ Space Number: \_\_\_\_\_

\$ \_\_\_\_\_ Paid \_\_\_\_\_, Balance Due \$ \_\_\_\_\_ Document # \_\_\_\_\_

\$ \_\_\_\_\_ Paid \_\_\_\_\_, Balance Due \$ \_\_\_\_\_ Document # \_\_\_\_\_

## **Adams County Fair Exhibitor Rules and Regulations**

### **1. Contract Packet:**

Exhibitor is required to submit the following materials; only complete contracts will be processed. The Adams County Fair does not hold exhibitor spaces and will not process contracts without a deposit.

1. Completed exhibitor contract.
2. Deposit of 50% of the total booth space fee detailed below. Make check or money order payable to Adams County Fair. (\$25.00 charge for returned checks.)
3. Photo of booth (if applicable) and complete description of items to be sold, demonstrated, etc.
4. Certificate of Insurance naming Adams County as an additional insured.
5. Copy of Sales Tax License if applicable.

### **2. Exhibitor Approval and Selection:**

Approval and selection of exhibitors will depend on product type, quality, and pricing and exhibitor history. Adams County reserves the right to deny rental of a commercial booth space. Previous participation in the Adams County Fair does not give an exhibitor priority treatment. In order to maintain product balance and as a means of encouraging new products, it sometimes becomes necessary to deny booth space requests due to a specific location and or physical requirements, space availability or late packet receipt. Selection of any contract does not imply endorsement by the Adams County Fair of the exhibitors' products or services. Exhibitors will be notified of the status of their contract by mail or email.

### **3. Booth Space Fees:**

Balance of the booth space fee amount is due no later than July 3, 2019. Failure to make full payment of the booth space fee by this date will result in booth space assigned on an "as available" basis and may result in forfeiture of booth space and any monies paid.

### **4. Cancellation and Termination:**

In the event of cancellation for any reason by the exhibitor, monies paid shall be refunded only if the County is able to resell the booth space. If the County is unable to resell the booth space, then no monies shall be refunded. Cancellations must be received no later than July 1, 2019, or deposits may be forfeited. Refunds, if any, will be mailed within thirty (30) days after the conclusion of the Adams County Fair. The Adams County Fair shall also have the right to immediately terminate this contract for cause, by providing written notice to Exhibitor, should Exhibitor fail to fulfill, in a timely and proper manner, its obligations, covenants or stipulations pursuant to this contract.

### **5. County Access to Exhibitor Booth Space:**

County and its employees, agents, assigns or volunteers, shall have access to any Exhibitor space at all times. Exhibitor is responsible for securing personal items and the County is not responsible for lost or stolen items.

### **6. Location of Exhibits:**

The Adams County Fair Management reserves the right to relocate or cancel any exhibit or display that it determines is not in the best interest of the Fair.

### **7. Motorized Vehicles:**

No vehicles are allowed to travel on the Fairgrounds at any time during the Adams County Fair operational hours. During set up, tear down and resupply times in the morning anyone driving any type of motorized vehicle onto the fairgrounds must drive at a safe speed and must yield to pedestrian traffic. The speed limit on the fairgrounds is 5 mile per hour at all times.

The use of any self or motor-powered vehicle such as ATV's (4-wheelers), bicycles, scooters, skateboards, roller blades or other skates is not permitted. Exceptions are made for the mobility impaired, carnival owners and their authorized agents, approved event staff and police/emergency personnel.

**8. Vehicle Display:**

Displayed vehicles and equipment having gasoline or any other flammable fuel reservoirs shall be emptied, fuel caps shall be sealed and taped, and batteries or other electrical sources shall be disconnected. Such vehicles and equipment shall be subject to inspection by the Fire Marshall at any time.

**9. Propane Tanks:**

Propane tanks must have a permit tag from the Brighton Fire Protection District.

**10. Exhibitor Conduct and Booth Space Appearance:**

Exhibitor shall conduct the operation of the exhibit, display or concession in a quiet and orderly manner at all times and shall keep the booth space display area neat and clean. Exhibitor is responsible for the appearance, maintenance and attractive condition of the booth space. Exhibitor is required to keep clean at all times the 5' space immediately surrounding the booth space. Exhibitor is responsible for the proper disposal of all waste products. All refuse must be secured in plastic bags before depositing in the designated trash containers. Violation of this paragraph may result in the loss of booth space and privileges. Violators may be expelled from the fairgrounds. No refund of booth rental fee will be authorized under such circumstances.

- a. Exhibitor should make provisions to protect their display from sun, wind and inclement weather and acknowledges there is possibility of severe wind and weather during the Fair.
- b. Exhibitor must conduct all related business within their allotted space. No products, signage, literature shall be presented outside the designated booth space.
- c. Tents should be made with a durable, fire resistant material; no tarps are permitted at the Adams County Fair. All tents over 10 x 10 must be approved by Greater Brighton Fire Protection District.
- d. Sidewalk areas around the booth and aisles must be kept open at all times. No products can be displayed in these areas.
- e. Exhibitor's staff should be neat, clean and attentive to customers.
- f. If an item is not related to the booth theme, does not enhance the appearance of the space, or is not for sale, it should not be in view of the public. Cardboard boxes, storage containers, novels, and miscellaneous sundries should be part of the "backstage" area.
- g. Exhibitor shall maintain all equipment, trailers, stands, booths, or displays in a neat and orderly fashion. Exhibitor shall keep the premises and every part in a clean and wholesome condition free of any objectionable noises, odors or nuisances.
- h. Exhibitor is responsible for cleaning his/her own booth space area at the end of each day. Exhibitor is required to place all trash in trash receptacles. County clean-up personnel will not enter the booth space area.

**11. Sound Devices:**

Exhibitors shall obtain permission from Fair Management for use in its exhibit or display all sound devices such as radios, speakers, stereo, and any other attention getting devices, such that said use will not interfere with any other displays or exhibit.

The Fair Management reserves the right to revoke permission for the use of such sound devices at any time for cause.

**12. Promotional Items:**

Promotional items may be distributed only from designated booth spaces. No food, beverage or alcoholic beverages may be given away without prior approval from the Adams County Fair and Tri County Health Department.

The Adams County Fair does not have nor will it provide special accommodation for refrigerated products being displayed or sold by any exhibitor.

**13. Set-Up:**

Exhibitor check-in is on Tuesday, July 30th from 9:00am to 5:00pm. Exhibitor must check in on Tuesday to receive their parking pass and information packet. Exhibitors do not need to set up at this time, but booths will be available for set up.

Exhibitor agrees to have their exhibit or display in place prior to the opening of the Fair, and fully operational by 4:00pm, July 31st. If exhibitor has not moved in and completed set up by 4:00pm, Adams County reserves the right to resell the booth space. No monies shall be refunded for no shows.

**14. Tear Down:**

All indoor booth spaces must remain intact and operational until 10:00pm on Sunday, August 4th. All outdoor booth spaces must remain intact and operational until 12:00am on Sunday, August 4th. Early teardown will result in denial of future participation in the Adams County Fair. Due to the consistent heavy flow of traffic on Sunday, tear down will be Monday, August 5th at 8:00am.

Exhibitors located in outdoor booths are not permitted to drive vehicles into the midway due to the heavy flow of patrons. Only foot traffic will be permitted.

**15. Changes or Alterations:**

This contract contains the entire agreement between the parties related to the rental and operation of a booth at the Adams County Fair. There will be no change, alteration, variation or deviation from the terms of this contract unless the same is made in writing and signed by all parties hereto. No verbal understanding or agreement, past, present or future that is not incorporated herein shall have any binding force or effect on this agreement.

**16. Force Majeure:**

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, flood earth quakes, or other acts of God.

**17. Electrical Cords:**

- a. All equipment, regardless of source of power, must comply with all national, state, and local safety codes.
- b. All cords used to connect to a power source shall be three (3) wire grounded UL approved type cord of appropriate gauge.
- c. Cords shall be plugged directly into approved receptacle.
- d. Do not overload extension cords or use octopus fixtures.
- e. Please do not repair damaged cords with tape, replace them.
- f. The Adams County Fair shall not be responsible for any electrical power surges or any loss of business due to outages.

**18. Exclusivity:**

The Fair strives to maintain a balance of exhibitors and will not grant exclusive product sales to any exhibitor.

**19. Servicing:**



All vehicles must be removed from the immediate exhibit area by 2:00pm on Wednesday, July 31st, and by 9:00am every other day.

## **20. Sales Tax:**

All exhibitors are responsible for the collection and submittal of sales tax to the State of Colorado and Adams County. Additional information is available from the Department of Revenue Office at 303-238-7378 or [www.colorado.gov](http://www.colorado.gov)

## **21. Indoor Exhibits:**

No sign, partition, apparatus, equipment or furnishings may extend more than 10 feet above the floor in an exhibit space without permission of the Fair Management. No pins or tacks are permitted in drapes, walls, posts, etc. No nails or screws shall be placed into the floor.

## **22. Aisles:**

All aisles shall be kept clean of debris. No interviews, demonstrations, distribution of literature or similar activity shall be permitted outside the exhibit space.

## **23. Alterations:**

All structures work or alterations shall be inspected and approved by the Fair Management. All construction materials used shall comply with existing fire codes or regulations. All flammable materials such as bunting, drapes, etc., shall be fire proofed. All cloth over one square yard unless it is a display product, shall be fire proofed. No crepe paper is permitted.

## **24. Special Carpentry:**

Any special carpentry, gas, steam water or drainage connections shall be installed at the exhibitor's expense with prior approval of Fair Management. Exhibitor is responsible for obtaining all necessary permits.

## **25. Hours of operation:**

Booth(s) must be staffed during all open operation hours of the Fair. Exhibitors with unattended booths will automatically forfeit their right to return in future years. The below hours apply to all exhibitors.

### **Indoor Booths:**

Wednesday, July 31st  
4:00pm to 9:00pm

Thursday, August 1st  
10:00am to 9:00pm

Friday, August 2nd  
10:00am to 10:00pm

Saturday, August 3rd  
10:00am to 10:00pm

Sunday, August 4th  
10:00am to 10:00pm

### **Outdoor Booths:**

Wednesday, July 31st  
4:00pm to 11:00pm

Thursday, August 1st  
4:00pm to 12:00am

Friday, August 2nd  
10:00am to 12:00am

Saturday, August 3rd  
12:00pm to 12:00am

Sunday, August 4th  
12:00pm to 12:00am

## **26. Parking Permits:**

Due to limited parking in the exhibitor parking area (located on the east side of the Exhibit hall) only one (1) parking pass will be issued per booth.

Additional parking passes may be purchased for \$25.00 each and will be admitted to the general parking area (lots A & F). The Adams County Fair will not be responsible for admitting Exhibitor or members of their staff through the gate without a pass. Passes will not be replaced if lost or stolen. All vehicles must be parked in the designated exhibitor lot (E) or the general lots (A or F). Vehicles parked in fire lanes, or non-designated lots will be towed.

**27. Insurance:**

Exhibitors are required to have a Certificate of Insurance showing a one-million-dollar Comprehensive General Liability policy. The requirements must be valid during the Fair dates and submitted with the signed contract. Adams County must be named as an additional insured.

**28. Indemnification and Release of Liability:**

Exhibitors shall indemnify and hold the Adams County Fair, Adams County and their respective officers, employees, agents, volunteers and subsidiaries harmless from any and all claims, liabilities, or other damages of any nature whatsoever, including costs, and attorney's fees, relating to the performance of this agreement.

**29. Freight:**

The Adams County Fair does not provide storage for exhibitors. Please arrange for any storage needs through local shipping companies. If exhibitor sends a package to the Adams County Fair, mail and shipping deliveries are made to the Adams County Parks Office located at the entrance of the fairgrounds and will not be delivered to exhibitor. The Parks Office hours are Wednesday through Sunday, 8:00 am to 7:30 pm The County does not assume any responsibility or liability for any packages or shipments. The Adams County Fair will not accept COD packages.

**30. Smoking:**

Smoking is not permitted in any building at the Adams County Regional Park, in the livestock barns, or grandstand arena.

**31. Security:**

The County will make every effort to provide adequate building and grounds security during the Adams County Fair. The County, however, cannot be held responsible for any loss or damage or for injury resulting from any cause. Exhibitor must make provisions for the safe guarding of their displays and are urged to insure themselves properly against property loss, damage and against the liability for personal injury. Exhibitors must secure their own property.

**32. Lost and Found:**

Lost and found is located at the Parks Office at the front of the fairgrounds.

**33. Amplified Music:**

Part of the events planned includes a free stage in the midway area. Please be advised that bands will be performing daily with amplified music on this stage.

**34. Independent Contractors:**

Contractor shall undertake and perform the services of this agreement as an independent contractor and is solely responsible for obtaining and maintaining adequate Worker's Compensation Insurance, personal injury and property insurance, and that all personnel employed by Contractor are not and shall not be employees, agents or servants in the County. Pursuant to the Workers' Compensation Act, § 8-40-202(2) (b) (IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this agreement.

**35. Compliance with C.R.S. § 8-17.5-101, ET. SEQ:**

Contractor shall comply with all requirements outlined in the attached documents titled "Compliance with C.R.S. § 8-17.5-101, ET. seq." and "Contractor's Certification of Compliance" at all times during the course of this agreement, and said documents are fully incorporated into this agreement as if fully written herein by this reference

**36. Compliance with Laws and Required Conduct:**

Exhibitor must abide by all local, state, & federal laws, rules and regulations at all times during the course of this agreement. Failure to comply with the terms of this agreement or any misconduct including harassment or mistreatment by any exhibitor of the Health Department Officials, Adams County Fair Staff, Adams County Sheriff's Office Staff, attendees or fellow exhibitors may result in the immediate loss of booth space and privileges at any time without refund of booth space fees.

I HAVE READ AND AGREE TO THE RULES AND REGULATIONS SET FORTH IN THIS AGREEMENT

**Exhibitor Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *ET. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- H. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

#### CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. Seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

Signature\_\_\_\_\_ Date\_\_\_\_\_

Note: Registration for the E-Verify Program can be completed at <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



**FOOD CONCESSION CONTRACT**  
**ADAMS COUNTY FAIR**  
**July 31 – August 4, 2019**  
**9755 Henderson Road, Brighton CO 80601**  
[www.adamscountyfair.com](http://www.adamscountyfair.com)  
**Phone 303.637.8003**  
**Melany Davidson**

Business/Company (“concessionaire”) \_\_\_\_\_

Contact Person \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cell Phone \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

Company website address \_\_\_\_\_

List all items/products to be served including prices of each item. Only items on the contract will be permitted. Upon approval of contract, changes are not permitted to menu item(s) or menu price(s) without Fair approval. Menu item(s) with pricing must be clearly marked on your menu board. Violations will result in the immediate cancellation of this contract and all rental money paid will be forfeited to the Adams County Fair. The Adams County Fair reserves the right to assign or change booth space(s) to accommodate the needs of the event.

Federal Tax Identification Number or Social Security Number \_\_\_\_\_

Does anyone in Adams County Government work for you or have any other financial interest in your business?

If yes, please explain \_\_\_\_\_

Concessionaire is required to submit all materials indicated and only complete applications will be processed. The Adams County Fair does not hold concession spaces.

**COMMERICAL CONCESSIONAIRE BOOTH FEES:**

Quantity	Size of booth	Includes	Fee	Total	Grand Total
	F1-F5 30 x 20	Potable water (concessionaire must provide food grade hose), 2 concessionaire parking passes (behind main food line), gray water tank, grease container, electricity to include 20, 30 or 50 amp service	\$3,000.00	\$	\$
	F6-F10 15 x 15	Potable water (concessionaire must provide food grade hose), 1 concessionaire parking pass electricity to include 20 or 30 amp	\$1,500.00	\$	\$
	F11-F15 10 x 10	Potable water (concessionaire must provide food grade hose), 1 concessionaire parking pass, electricity to include 20 amp service	\$800.00	\$	\$
	Exhibit Hall	Kitchenette includes sink, freezer and refrigerator, 2 concessionaire parking passes	\$800.00	\$	\$
	G1-G4 Size Varies	Potable water (concessionaire must provide food grade hose), 1 concessionaire parking pass to include 20 amp service	\$800.00	\$	\$
	Commissary	Access to the Waymire Dome commercial kitchen based on Tri-County Health Recommendations. This is a shared space and times must be arranged with Fair Staff prior to July 20, 2019	\$200.00	\$	\$
	Camping	30 or 50 amp service. No water available	\$20.00	\$	\$
	Parking	Additional Parking Passes – in general parking located in lot A & F	\$25.00	\$	\$
		<b>Grand Total:</b>			\$

I have read and agree to all contractual provisions as set forth in this Food Concession Application.

\_\_\_\_\_  
Concessionaire Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Fair Manager Signature

\_\_\_\_\_  
Date Signed

**OFFICE USE ONLY**

Space Location:

Space Number:

\$ \_\_\_\_\_ Paid \_\_\_\_\_, Balance Due \$ \_\_\_\_\_ Document # \_\_\_\_\_

\$ \_\_\_\_\_ Paid \_\_\_\_\_, Balance Due \$ \_\_\_\_\_ Document # \_\_\_\_\_

\$ \_\_\_\_\_ Paid \_\_\_\_\_, Balance Due \$ \_\_\_\_\_ Document # \_\_\_\_\_

**1. Application Packet:**

Concessionaire is required to submit the following materials and only complete applications will be processed. The Adams County Fair does not hold concessionaire spaces.

- A. Completed and executed concessionaire application.
- B. Deposit of 50% of the total booth space fee detailed below. Make check or money order payable to the Adams County Fair. (\$25.00 charge for returned checks.)
- C. Current photo of booth (if applicable) and a complete menu that will be served, including a price list. Once a menu has been submitted, no changes will be permitted without Fair approval.
- D. Certificate of Insurance naming the Adams County as an additional insured. Each concessionaire is required to have a Certificate of Insurance showing a Comprehensive General Liability policy in the amount of three-million dollars, Standard Colorado Worker's Compensation, Automobile Liability on the vehicle that pulls the concession trailer and on any golf or utility vehicle. The requirements must be valid during the Fair dates and submitted with the signed contract. Adams County must be named as additional insured.
- E. Copy of Sales Tax License if applicable.
- F. Completed W9 form.
- G. Concessionaire must provide size of hitch, unit, and food prep area.

**2. Concessionaire Approval and Selection:**

Approval and selection of concessionaires will depend on product type, quality, pricing, condition of booth and concessionaire history and be decided by the Adams County Food Concessionaire Committee. Adams County reserves the right to deny rental of a concessionaire space(s). Previous participation in the Adams County Fair does not give a concessionaire priority treatment. In order to maintain product balance and as a means of encouraging new products, at times it becomes necessary to deny concessionaire space requests due to a specific location and or physical requirements, space availability or late packet receipt. Selection

of any application does not imply endorsement by the Adams County Fair of the concessionaires' products or services.

**3. Concessionaire Space Fees:**

Balance of the concession space fee is due no later than June 7, 2019. Failure to make full payment of the concession space fee by this date will result in concession space assigned on an "as available" basis and may result in forfeiture of concession space and any monies paid.

**4. Cancellation and Termination:**

In the event of cancellation for any reason by the concessionaire, monies paid shall be refunded only if the County is able to resell the concession space. If the County is unable to resell the concession space(s), then no monies shall be refunded. Cancellations must be received no later than thirty (30) days prior to Monday, July 1, 2019 or deposit(s) will be forfeited. Refunds, if any, will be mailed within thirty (30) days after the conclusion of the Adams County Fair. The Adams County Fair shall have the right to immediately terminate this Application for cause, by providing written notice to Concessionaire, should Concessionaire fail to fulfill, in a timely and proper manner, its obligations, covenants or stipulations pursuant to this Application.

**5. County Access to Concessionaire Space:**

County and its employees, agents, assigns or volunteers, shall have access to any Concessionaire space/premises at all times. Concessionaire is responsible for securing personal items and the County is not responsible for lost or stolen items.

**6. Location of Concessionaire:**

Adams County Fair Management reserves the right to relocate or cancel any concessionaire that it determines is not in the best interest of the Fair.

**7. Soft Drinks & Ice – Food & Beverage Standards of Delivery**

The Adams County Fair is a Coca-Cola sponsored event. All water, soft drinks, sports drinks, additional carbonated beverages and ice must be purchased through the Adams County Fair. Adams County Fair will sell ice onsite.

**8. Booth Appearance**

- A. Guests walk up to an attractive and clean stand.
- B. No tarps are permitted.
- C. All prep areas are to be concealed from the general public view.
- D. Concessionaires should make provisions to protect their display from sun, wind and inclement weather. Concessionaire acknowledges that there is a good possibility of severe wind and weather during the Adams County Fair.
- E. Professional printed menu with all items is required.
  - 1. Guest is able to order any item on the menu.
  - 2. No hand-written signs are permitted.
  - 3. The correct price is posted and collected.
- F. Concessionaires must conduct all related business within their allotted space. No products, signage, literature shall be presented outside the designated booth space.

**9. Guest Expectations**

- A. Guest waits a moderate length of time for food.
- B. Guest receives what is ordered and it is attractively presented or wrapped.
- C. Guest receives hot items hot and cold items cold.



- D. The standard expectation is that the food is fresh and tastes good.
- E. Complete satisfaction guaranteed to the guest or item exchanged or money returned.

#### **10. Motorized Vehicles:**

No vehicles are allowed to travel on the Fairgrounds at any time during the Adams County Fair operational hours. During set up, tear down and resupply times in the morning anyone driving any type of motorized vehicle onto the fairgrounds must be a licensed driver, drive at a safe speed and must yield to pedestrian traffic. The speed limit on the fairgrounds is 5 miles per hour at all times.

The use of any self or motor powered vehicle such as ATV's (4-wheelers), bicycles, scooters, skateboards, roller blades or other skates is not permitted during operational Fair hours.

#### **11. Propane Tanks:**

Propane tanks must have a permit tag from Brighton Fire Protection District.

#### **12. Concessionaire Conduct & Space Appearance:**

Concessionaire shall conduct the operation of the concession in a quiet and orderly manner at all times and shall keep the concession space area neat, clean and free from garbage. Concessionaire is responsible for the appearance, maintenance and attractive condition of the concession space. Concessionaire is responsible for the proper disposal of all waste products. All garbage and refuse must be secured in plastic bags before depositing in the designated trash containers. Violation of this paragraph may result in the loss of concessionaire space and privileges. Violators may be expelled from the fairgrounds. No refund of booth rental will be authorized under such circumstances.

- A. No products, signage, literature shall be presented outside the designated booth space.
- B. Tents must be clean and made with a durable, fire resistant material; no tarps are permitted at the Adams County Fair.
- C. Concessionaire staff should be neat, clean and attentive to customers.
- D. Condiments are to be located within the stand in a clean and attractive manner.
- E. If an item is not related to the space's theme or product(s), does not enhance the appearance of the space or is not for sale, it should not be in the view of the public.
- F. Concessionaire shall maintain all equipment, trailers, stands, booths, or displays in a neat and orderly fashion. Concessionaire shall keep the premises and every part in a clean and wholesome condition free of any objectionable noises, odors or nuisances.
- G. Concessionaire is responsible for cleaning his/her own concession space area at the end of each day. Concessionaires are required to place all trash in the trash receptacles. County clean-up personnel will not enter the booth space area.

#### **13. Sound Devices:**

Concessionaires shall obtain permission from the Fair Management for use in its exhibit or display all sound devices such as radios, speakers, stereo, and any other attention getting devices, such that noise will not interfere with any other displays or exhibit. The Fair Management reserves the right to revoke permission for the use of such sound devices at any time for cause.

#### **14. Set-Up:**

Concessionaire agrees to have their exhibit or display in place prior to the opening of the fair and fully operational by 4:00 p.m. opening day of the Fair. If concessionaire has not moved in and completed set up by 3:00 p.m. opening day at the Fair, Adams County reserves the right to resell the concession space. No monies shall be refunded for no shows.

No concessionaire may set up before the prior approval of Fair Management. Concessionaire set up times:

Monday, July 29 from 9:00 a.m. to 5:00 p.m.

Tuesday, July 30 from 9:00 a.m. to 5:00 p.m.

**15. Servicing Concessionaire Booth:**

Concession booths may only be serviced by outside vendors on the following dates and times:

Wednesday, July 31 until 2:00 p.m.

Thursday, August 1 until 2:00 p.m.

Friday, August 2 until 9:00 a.m.

Saturday, August 3 until 10:00 a.m.

Sunday, August 4 until 10:00 a.m.

Large deliveries from Nobel Sysco, Shamrock, Federal Produce, Federal Express, UPS, etc., will not be permitted inside the Midway during operational hours of the Fair. Please plan accordingly.

**16. Tear Down:**

All concession spaces must remain totally intact and operational until midnight on Sunday, August 4, 2019. Early teardown will result in denial of future participation in the Adams County Fair.

The carnival will operate until midnight on Sunday, August 4<sup>th</sup>. All food vendors will be unable to load out until 8:00 a.m. Monday, August 5<sup>th</sup> due to pedestrians walking in the midway.

**17. Changes or Alterations:**

This contract contains the entire agreement between the parties related to the rental and operation of a concession space at the Adams County Fair. There will be no change, alteration, variation or deviation from the terms of this application unless the same is made in writing and signed by all parties hereto. No verbal understanding or agreement, past, present or future that is not incorporated herein shall have any binding force or effect on this agreement.

**18. Force Majeure:**

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, flood earth quakes, or other acts of God.

**19. Electrical Cords:**

- A. All equipment, regardless of source of power, must comply with all national, state, and local safety codes.
- B. All cords used to connect to a power source shall be three (3) wire grounded UL approved type cord of appropriate gauge.
- C. Cords shall be plugged directly into approved receptacle.
- D. Do not overload extension cords, or use octopus fixtures, that enable things to run from a single outlet.
- E. Do not repair damaged cords with tape, please replace them.

- F. The Adams County Fair shall not be responsible for any electrical power surges or any loss of business due to outages.

**20. Sales Tax:**

All concessionaires are responsible for the collection and submittal of sales tax to the State of Colorado and Adams County. Additional information is available from the Colorado Department of Revenue at 303-534-1208 or 1-800-332-2085. The following link contains tax instructions and forms <https://www.colorado.gov/pacific/tax/sales-tax-instructions-and-forms>

**21. Tri-County Health Department:**

A Temporary Food Event or Food Truck Permit must be obtained prior to arrival from the Tri-County Health Department to participate at the Adams County Fair. Tri-County Health Department will inspect all concessionaires on or before opening day of the Fair.

**22. Hours of operation:**

Concessions must be staffed during all open operation hours of the Fair. Concessionaires with unattended booths will automatically forfeit their right to return in future years. The hours below apply to all concessionaires except for the Exhibit Hall Concessionaire and Grandstands.

Wednesday, July 31 from 4:00 p.m. to 11:00 p.m.

Thursday, August 1 from Noon to Midnight.

Friday, August 2 from 10:00 a.m. to Midnight

Saturday, August 3 from Noon to Midnight

Sunday, August 4 from Noon to Midnight

**23. Parking Permits & RV Parking:**

The Adams County Fair will not be responsible for admitting Concessionaires or members of their staff through the gate without a pass. Passes will not be replaced if lost or stolen.

Adams County permits overnight RV parking at the Regional Park Complex during the Fair for concessionaires by permit only. Permits are available for purchase at the Adams County Parks Office. These permits must be displayed on the rear view mirror at all times while using the overnight parking facilities at the Regional Park Complex. These spots are limited and are first come first served.

- A. Space with electric hook ups - \$20.00 per night
- B. Payment must be received by 10:00 a.m. or within one hour after your arrival on the Regional Park Complex grounds, whichever is later.
- C. Parking in fire lanes and using building electrical outlets is not permitted.
- D. Tent camping is not permitted.
- E. Pets must be kept on a leash while on Regional Park Complex grounds.
- F. Dump Stations are available for use. Grey and black water must be dumped at only the designated dump station.
- G. No one under the age of 18 is permitted to obtain an overnight RV parking use permit.
- H. Restrooms and showers are available and are located on the outside of the Exhibit Hall.
- I. No marijuana, alcohol or illegal drugs are permitted in the overnight RV parking areas at the Riverdale Regional Park Complex.
- J. All RV's must be kept clean and in good repair.

- K. The washing of vehicles of any kind is not permitted on Regional Park Complex grounds.
- L. Quiet hours are daily from 10:00 p.m. to 6:00 a.m. and are strictly enforced.
- M. In the sole discretion of Adams County, concessionaires and/or their guests that violate any of the overnight RV parking policies are subject to revocation of the overnight parking permit, cancellation of this concessionaire contract; and/or disqualification from returning as a concessionaire in the future. No monies paid under this agreement will be returned if this agreement is cancelled under this provision
- N. Nothing in these policies is construed to create a tenancy of any kind.

There are a limited number of RV parking spaces available at the Adams County Fair. RV parking permits can be obtained through the Adams County Fair office.

#### **24. Insurance:**

Concessionaires are required to provide a Certificate of Insurance showing a three-million dollar Comprehensive General Liability, Standard Colorado Worker's Compensation, Automobile Liability on the vehicle that pulls the concession trailer and on any golf or utility vehicle. The requirements must be valid during the Fair dates and submitted with the signed contract. Adams County must be named as additional insured.

#### **25. Indemnification and Release of Liability:**

Concessionaire shall indemnify and hold the Adams County Fair, Adams County and their respective officers, employees, agents, volunteers and subsidiaries harmless from any and all claims, liabilities, or other damages of any nature whatsoever, including costs, and attorney's fees, relating to the performance of this agreement.

#### **26. Freight:**

The Adams County Fair does not provide storage for concessionaires. Please arrange for any storage needs through local storage companies.

If concessionaires' are sent packages to the Adams County Fair, mail and shipping deliveries are made to the Adams County Parks Office located at the entrance of the fairgrounds and will not be delivered to concessionaire. The Parks Office hours are Wednesday through Sunday, 8:00 a.m. to 8:00 p.m.

The County does not assume any responsibility or liability for any packages or shipments. The Adams County Fair will not accept COD packages.

#### **27. Smoking:**

Smoking is not permitted in any building at the Adams County Regional Park, in the livestock barns, or grandstand arena.

#### **28. Security:**

The County will make every effort to provide adequate building and grounds security during the Adams County Fair. The County however cannot be held responsible for any loss or damage or for injury resulting from any cause. Concessionaire must make provisions for the safe guarding of their displays and are urged to insure themselves properly against property loss, damage and against the liability for personal injury. Concessionaire must secure their own property.

#### **29. Lost and Found:**

Lost and found is located at the Adams County Parks Office located at the entrance to the fairgrounds.

**30. Amplified Music:**

Part of the events planned includes a free stage in the Midway Area. Please be advised that bands will be performing daily with amplified music on this stage.

**31. Independent Contractors:**

Contractor shall undertake and perform the services of this agreement as an independent contractor and is solely responsible for obtaining and maintaining adequate Worker's Compensation Insurance, personal injury and property insurance, and that all personnel employed by Contractor are not and shall not be employees, agents or servants in the County. Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this agreement.

**32. Compliance with C.R.S. § 8-17.5-101,ET. SEQ:**

Contractor shall comply with all requirements outlined in the attached documents titled "Compliance with C.R.S. § 8-17.5-101, et. seq." and "Contractor's Certification of Compliance" at all times during the course of this agreement, and said documents are fully incorporated into this agreement as if fully written herein by this reference

**33. Compliance with Laws and Required Conduct:**

Concessionaire must abide by all local, state, & federal laws, rules and regulations at all times during the course of this agreement. Failure to comply with the terms of this agreement or any misconduct including harassment or mistreatment by any concessionaire of the Health Department Officials, Adams County Fair Staff, Adams County Sherriff's Office Staff, attendees or fellow concessionaires may result in the immediate loss of booth space and privileges at any time without refund of booth space fees.

**34. Finance Department:**

- A. A completed W9 is required of all concessionaires and must be returned with the completed contract.
- B. The Adams County Fair will continue to distribute food tickets for all volunteers and employees of Adams County. The two ticket colors which will be dated will be provided to concessionaire before the opening day of the Fair. It is the responsibility of concessionaire to accept only the approved dated ticket colors. Concessionaire will not be reimbursed for any tickets that are not the approved & dated colors.
- C. Food tickets will be counted on an automated ticket counter by the Finance staff. If concessionaire chooses to count its own tickets and said tickets do not match the automated counter, Adams County's automated counter becomes the final total.
- D. Mandatory check-out will be on Monday, August 5 from 9:00 a.m. to 4:00 p.m. at the Finance office.
  - a. Concessionaire will be reimbursed for all food tickets via check form. If concessionaire prefers to receive payment via a wire transfer, prior arrangements must be made with the Finance department.
  - b. All Coca-Cola and ice purchases will be reconciled and concessionaire will pay Adams County via check or cash for the balance due on account at checkout

**I HAVE READ AND AGREE TO FOLLOW THE RULES AND REGULATIONS AS SET FORTH IN THE ADAMS COUNTY FAIR RULES AND REGULATIONS AGREEMENT.**

---

**Concessionaire's Signature/Date**

**COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08**

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- H. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

### CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample “memorandum of understanding” available at the website prior to registering.



**ENTERTAINMENT AGREEMENT**  
**ADAMS COUNTY FAIR**  
**July 31 – August 4, 2019**  
**9755 Henderson Road, Brighton CO 80601**  
[www.adamscountyfair.com](http://www.adamscountyfair.com)  
**Phone 303.637.8027**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Board of County Commissioners of the County of Adams, State of Colorado, hereinafter the “County” and \_\_\_\_\_, hereinafter the “Contractor”, consisting of \_\_\_\_ members.

For and in consideration of the covenants, agreements, and conditions hereinafter set forth, the County and the Contractor hereby mutually agree as follows:

1. Contractor will perform on the free stage at the Adams County Fair located at 9755 Henderson Road, Brighton, Colorado 80601 on the \_\_\_\_ of \_\_\_\_\_, at a.m. /p.m. The performance shall last a minimum of \_\_\_\_ minutes. Contractor shall report 30 minutes prior to the performance.
2. The County agrees to pay, at the conclusion of the above referenced performance, the sum of \_\_\_\_\_ by check payable to \_\_\_\_\_.
3. If the Contractor fails to perform at the Adams County Fair, as hereinabove set forth, no payment will be made by the County.
4. Contractor agrees to comply with all ordinances, rules and regulations of the County and all statutes of the State of Colorado and other applicable laws.
5. Contractor shall indemnify, hold harmless and defend the County, its officers, agents and employees for, from and against all losses, claims and liabilities arising from the performance of this agreement.
6. In providing services under this agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant or subcontractor of the Contractor shall be deemed to be an employee, agent or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers’ compensation insurance as required by law. Pursuant to the Workers’ Compensation Act 8-40-202(2)(b)(IV), as amended, the Contractor understands that it and its employees and servants are not entitled to workers’ compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.
7. Each party acknowledges that this agreement cannot be assigned or transferred without the written consent of both parties to this agreement.
8. Each party hereto acknowledges that this agreement is entered into within the State of Colorado and that the courts of the County of Adams, State of Colorado, shall have jurisdiction and venue, over any and all claims, controversies, disputes and disagreements arising out of this agreement or the breach thereof.



9. Each party represents and warrants that each has the power and ability to enter into this agreement, to grant the rights granted herein, and to perform the duties and obligations described herein.
10. If, for any cause, Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this agreement or if contractor shall violate any of the covenants, agreements or stipulations of the agreement, the County shall thereupon have the right to terminate this agreement immediately by providing a written notice.
11. Number of parking passes allocated ( \_\_\_\_ ).
12. Contractor shall comply with all requirements outlined in the attached documents titled "Compliance with C.R.S. § 8-17.5-101, et. seq." and "Contractor's Certification of Compliance" at all times during the course of this agreement, and said documents are fully incorporated into this agreement as if fully written herein by this reference.

**BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Casandra Vossler  
Fair & Special Events Manager  
9755 Henderson Road  
Brighton, CO 80601

**CONTRACTOR:**

Please Print

By: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Subscribed and sworn to or affirmed before me this \_\_\_\_ day of \_\_\_\_\_, 2019 in the  
County of \_\_\_\_\_, State of \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary or other Qualified Officer

My Commission Expires: \_\_\_\_\_

## **COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08**

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- H. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

## CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

---

Company Name

---

Date

---

Name (Print or Type)

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Signature

---

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 26, 2019
<b>SUBJECT:</b> Traffic Fatality and Serious Accident Reduction Grant
<b>FROM:</b> Rick Reigenborn, Sheriff
<b>AGENCY/DEPARTMENT:</b> Sheriff's Office / Office of Emergency Management
<b>HEARD AT STUDY SESSION ON:</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves Grant Agreement.

### **BACKGROUND:**

The Adams County Sheriff's Office was awarded \$125,000 for federal fiscal year 2019 (October 1 2018 – September 2019) to cover over-time costs related to conducting DUI/HVE checkpoints, with the goal of reducing impaired driving related fatalities within Adams County. During this time period the Adams County Sheriff's Office will bring Deputies in on overtime to conduct several DUI/HVE checkpoints at strategic times of the year, and submit requests for reimbursement of overtime costs to the Colorado Department of Transportation.

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

Adams County  
Adams County Sheriff's Office

### **ATTACHED DOCUMENTS:**

Resolution  
2019 Grant Agreement between State of Colorado and Adams County  
Grant Task Order (01)

**FISCAL IMPACT:**

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

**Fund:** 00001**Cost Center:** 2005, 2017

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5510.3		125,000
<b>Total Revenues:</b>			<u>125,000</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7010		125,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>125,000</u>

**New FTEs requested:** ☐ YES ☐ NO

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

**Additional Note:**

Grant revenues are received in the Traffic Section, and overtime is paid out of Patrol's overtime budget.

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING GRANT AGREEMENT BETWEEN ADAMS COUNTY AND  
THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION FOR THE  
TRAFFIC FATALITY AND SERIOUS ACCIDENT REDUCTION GRANT PROGRAM

Resolution 2019-

WHEREAS, the Adams County Sheriff's Office was awarded Traffic Fatality and Serious Accident Reductions Grant Funds in the amount of \$125,000; and,

WHEREAS, the Adams County Sheriff's Office will fulfill the requirements of this grant by reducing impaired driving related fatalities within Adams County by conducting DUI/HVE Checkpoints;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Grant Agreement between Adams County and the State of Colorado Department of Transportation for the 2019 Traffic Fatality and Serious Accident Reduction Grant Program, attached hereto and incorporated herein by this reference, is hereby approved.

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

## STATE OF COLORADO GRANT AGREEMENT

### SIGNATURE AND COVER PAGE

<b>State Agency</b> COLORADO DEPARTMENT OF TRANSPORTATION	<b>Agreement Number</b> 19-HTS-XA-00016
<b>Grantee</b> Adams County Government	<b>Agreement Performance Beginning Date</b> The later of the Effective Date or October 1, 2018
	<b>Initial Agreement Expiration Date</b> September 30, 2021
<b>Agreement Maximum Amount</b> Initial Term Federal Fiscal Year 2019; Task Order #01 \$125,000.00	<b>Fund Expenditure End Date</b> Identified individually each fully executed Grant Task Order
<b>Cumulative Maximum Amount</b> Total of all Issued Task Orders	<b>Agreement Description</b> Traffic Fatality and Serious Accident Reductions

### THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

<b>GRANTEE</b> Adams County Government  <u>Sgt. Michael Robbins</u> By: Printed Name & Title of Person Signing for Contractor  Date: <u>9-15-18</u>  2nd State or Grantee Signature if Needed   By: Name & Title of Person Signing for Signatory  Date: _____	<b>STATE OF COLORADO</b> John W. Hickenlooper, Governor Colorado Department of Transportation Michael P. Lewis, Executive Director  By: Joshua Laipply, P.E., Chief Engineer  Date: <u>9/26/2018</u>  <b>LEGAL REVIEW</b> Cynthia H. Coffman, Attorney General  <u>N/A</u> By: Assistant Attorney General  Date: _____
In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.  <b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD  By: Department of Transportation Effective Date: <u>9/27/18</u>	



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### 1. PARTIES

This Grant Agreement (“Grant”) is entered into by and between the Grantee shown on the Signature and Cover Page for this Agreement (“Grantee”), and the STATE OF COLORADO acting by and through the State Agency shown on the Signature and Cover Page for this Agreement (“State” or “CDOT”). Grantee and the State hereby agree to the following terms and conditions.

### 2. TERM AND EFFECTIVE DATE

#### A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

#### B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Page for this Contract and shall terminate on the



Initial Contract Expiration Date shown on the Signature and Cover Page for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

**C. End of Term Extension**

If this Contract approaches the end of its Initial Term, the State, at its discretion, upon written notice to Contractor as provided in §16, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

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

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract or any Task Order ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract or that Task Order in whole or in part. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by §14.A.i.

**i. Method and Content**

The State shall notify Contractor of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract or a Task Order. A termination of all or a part of a Task Order shall not be interpreted to terminate this Contract or any other Task Order.

**ii. Obligations and Rights**

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §14.A.i.1.

**iii. Payments**

If the State terminates this Contract or a Task Order in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted under all terminated Task Orders, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

**3. AUTHORITY**

Authority to enter into this Grant exists in the law as follows:

Authority to enter into this Grant exists in CRS §§43-5-401 and 24-42-101, as amended, and funds have been budgeted, appropriated and otherwise made available pursuant to Title 23, USC §§154, 157, 402, 405, 408, 410, and 411; P.L. 112-141 and 23 CFR Parts 924, 1200, 1205, 1206, 1250, 1251, 1252, 1313, 1335, 1345 and 1350 and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

**4. PURPOSE**

Grantee shall lower the number of DUI fatalities in crashes in Adams County involving a driver or motorcycle operator with a BAC of .08 or higher from 15% to 13% as well as lower the number of non-DUI traffic fatalities and serious accidents by 15%.

**5. DEFINITIONS**

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

- A. **“Agreement”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all references statutes, rules and cited authorities, and any future modifications thereto.
- B. **“Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award Specifically indicate otherwise.
- C. **“Budget”** means the budget on **Exhibit B** for the work described in **Exhibit A**.
- D. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- E. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- F. **“Effective Date”** means the date on which this Grant is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Grant.
- G. **“End of Term Extension”** means the time period defined in **§2.D**.
- H. **“Evaluation”** means the process of examining Grantee’s work and rating it based on criteria established in §6, §19, and **Exhibits A and B**.
- I. **“Exhibits”** means the following exhibits attached to this Agreement:
  - i. **Exhibit A** (Contract Objective Plan)
  - ii. **Exhibit B** (Contract Evaluation Data and Financial Budget)
  - iii. **Exhibit C** (Sample Task Order)
  - iv. **Exhibit D** (Sample Option Letter)
  - v. **Exhibit E** (Grantee Certifications and Assurances)
  - vi. **Exhibit F** (Supplemental Federal Provisions)
  - vii. **Exhibit G** (Non-Discrimination Assurances)
- J. **“Extension of Term”** means the time period described in **§2.C**.
- K. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- L. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. National Highway Traffic Safety Administration (“NHTSA”) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- M. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- N. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- O. **“Grant Task Order”** means a document issued in accordance with **§6.B** of this Grant that specifically describes the work to be performed on a project.

- P. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 et. seq. C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- Q. **“Initial Term”** means the time period defined in §2.B.
- R. **“Manual”** refers to the CDOT, Office of Transportation Safety’s “Contract Management Manual”.
- S. **“Party or Parties”** means the State or Grantee and “Parties” means both the State and Grantee.
- T. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501, C.R.S.
- U. **“Program”** means the Office of Transportation Safety’s grant program identified in **Exhibit A** that provides the funding for this Grant.
- V. **“Project”** means a specific portion of the Work that is included in a Grant Task Order.
- W. **“Recipient”** means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- X. **“Review”** means examining Grantee’s Work to Ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6, §19 and **Exhibits A and B**.
- Y. **“Services”** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- Z. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to the CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure by Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- AA. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- BB. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

**DD. “Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of grant funds.

**EE. “Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

**GG. “Work”** means the Goods delivered and Services performed pursuant to this Agreement.

**HH. “Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

## **6. STATEMENT OF WORK AND TASK ORDERS**

### **A. General Statement of Work**

Grantee shall complete the Work as described in this Grant and in accordance with the provisions of Exhibit A and any executed Grant Task Order. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant or a properly executed Grant Task Order.

### **B. Grant Task Orders**

The State may execute Grant Task Orders to authorize Grantee to perform portions of the Work. The State may execute Grant Task Orders in its discretion and the State is not required to execute any minimum number of Grant Task Orders under this Grant.

#### **i. Grant Task Order Development**

To initiate a Grant Task Order, the State will provide a request to Grantee describing the general scope and intent of the Work it desires Grantee to perform under that Grant Task Order and the timeline for Grantee to submit a proposal in response to the request. Grantee shall submit a proposal to the State, within the timeline provided by the State, in response to the State’s request that contains, without limitation, a description of all of the following for the Project described in that Grant Task Order:

- a. The final deliverables and other end results of the Project that the State will use to determine if the Project is complete and the dates on which those deliverables and other end results will be complete.
- b. All activities necessary for Grantee to complete the Project. This description may be in the form of a work breakdown structure if requested or approved by the State.
- c. All timeliness and milestones that the State will use to determine if Grantee is on schedule to complete the Project. This description may be in the form of a project plan if requested or approved by the State.
- d. The total price of the Project, including a breakdown of any applicable materials costs, labor costs and other cost components as requested by the State as described in this Grant. The total price of a Project shall be determined based on the rates described in this Grant, and



Grantee shall not include any work in a Grant Task Order for which an applicable rate is not provided in this Grant.

e. Grantee may complete a Project in phases, so long as all other requirements of this paragraph 6.B.i are included for each phase of the Project.

The State may direct Grantee to make changes to any proposal Grantee submits to the State. Grantee shall make all changes as directed by the State and may modify its price for the Project contained in that proposal to account for those changes. The State may accept or reject any proposal Grantee submits at any time, and may choose to not proceed with a Project prior to execution of a Grant Task Order for that Project, in its sole discretion.

**ii. Grant Task Order Issuance**

If the State accepts a proposal from Grantee, then the State will include that proposal as the statement of work for a Grant Task Order. The State shall execute that Grant Task Order in a form substantially similar to Exhibit C. Grantee shall not begin work on any Project until the Grant Task Order for that Project is fully executed.

**iii. Grant Task Order Completion**

Grantee shall perform the Project described in each Grant Task Order that the State has executed, within the timelines and by the due dates described in that Grant Task Order. The obligations and requirements of a Grant Task Order shall be deemed to be obligations and requirements of this Grant.

**iv. Grant Task Order Modifications**

When the Parties desire to modify a Grant Task Order, Grantee shall update its proposal that was included in the Grant Task Order to account for the modification the Parties desire to make. If both Parties agree to the updated proposal, they may modify the Grant Task Order by executing an amendment to the Grant Task Order that includes the updated proposal. No modified requirement of a Grant Task Order shall be enforceable prior to the execution of the amendment to the Grant Task Order that includes that modification. This paragraph 6.B.iv shall not apply to any modification to a Grant Task Order that only modifies timelines within a Project without changing the due date of any deliverable or other end result, or only modifies the breakdown of costs within a Project without changing the total maximum amount for any State Fiscal Year, which may be made if the State approves of the modification in writing.

**v. Grant Task Order Termination**

Regardless of the date of any deliverable or other end result of a Grant Task Order, all Grant Task Orders shall automatically terminate upon the date that this Grant expires or is terminated for any reason, unless the State directs otherwise in writing.

**7. PAYMENTS TO GRANTEE**

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

**A. Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The Grant Maximum Amount for each State Fiscal Year shall be equal to the total maximum amount of all Grant Task Orders for that State Fiscal Year. The State shall not pay Grantee any amount under this Grant for a State Fiscal Year that exceeds the maximum of all Grant Task Orders for that State Fiscal Year, and shall not pay any amount under any Grant Task Order for a State Fiscal Year that exceeds the maximum amount shown on that Grant Task Order for that State Fiscal Year.

**B. Payment Procedures**

**i. Invoices and Payment**

- a. The State shall pay Grantee in the amounts and in accordance with the condition set forth in **Exhibit A** and the terms of each Grant Task Order.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Grant.

**ii. Interest**

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

**iii. Payment Disputes**

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

**iv. Available Funds-Contingency-Termination**

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Grant shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may, upon written notice, terminate this Grant, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Grant were terminated in the public interest as described in §2.E.

**v. Erroneous Payments**

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Grant, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

**C. Reimbursement of Grantee Costs.**

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in any executed Grant Task Order issued hereunder, in the incorporated Budget therein and §7 for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and the any executed Grant Task Order issued hereunder, in the incorporated Budget therein. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Contract and shown in the Budget if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
- ii. Equal to the actual net cost to Grantee (i.e. the price paid minus the items of value received by Grantee that reduce the cost actually incurred).

**D. Close-Out.**

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted

**8. REPORTING - NOTIFICATION**

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

**A. Quarterly Reports**

In addition to any reports required pursuant to §19, or pursuant to any other Exhibit, for any Agreement having a term longer than 3 months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 5 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

**B. Litigation Reporting**

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §16.

**C. Performance and Final Status**

Grantee's shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

**D. Violations Reporting**

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

**9. GRANTEE RECORDS**

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

**A. Maintenance**

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records until the last to occur of the following: (i) a period of three years after the date this Grant is completed or terminated, or (ii) final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

**B. Inspection**

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

**C. Monitoring**

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

**D. Final Audit Report**

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

**E. Federal Single Audit Act Amendment**

If Grantee is a state or local government or non-profit organization receiving more than \$750,000 from all funding sources that are defined as federal financial assistance for Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 (collectively, the "Single Audit Act") purposes shall comply with the audit requirements of OMB Circular A-133 (Audits of States, Local Governments, and Non-profit Organizations). The Single Audit Act requirements that apply to grantees receiving federal funds are as follows:

- i. If the grantee expends less than \$750,000 in federal funds (all sources, not just highway funds) in its fiscal year then this requirement does not apply.
- ii. If the grantee expends more than \$750,000 in federal funds, but only received highway funds (Catalog of Federal Domestic Assistance, CFDA: ) a program specific audit may be performed. This audit will only examine the "financial" procedures and processes for this program area.



- iii. If the grantee expends more than \$750,000 in federal funds, and the federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.
- iv. Audits pursuant to the Single Audit Act can only be conducted by an independent auditor, not by an auditor on staff.
- v. Audit requirements are laid out in Subpart F – Auditors, of OMB Circular 78 FR 78589.

Audits pursuant to the Single Audit Act are an allowable direct or indirect cost.

## 10. CONFIDENTIAL INFORMATION-STATE RECORDS

### A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in Writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI.

### B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

### C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

### D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

**E. Compliance**

Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

**F. Safeguarding PII**

If Grantee or any of its Subcontractors will or may receive PII under this Contract, Grantee shall provide for the security of such PII, in a form acceptable to the State, including, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof.

**11. CONFLICTS OF INTEREST**

**A. Actual Conflicts of Interest**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Such a conflict of interest would arise when a Grantee or Subgrantee's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Grant.

**B. Apparent Conflicts of Interest**

Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant

**C. Disclosure to the State**

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Grant.

**12. INSURANCE**

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

**A. Workers' Compensation**

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

**B. General Liability**

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 and 1 fire.

**C. Automobile Liability**

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

**D. Protected Information**

Liability insurance covering all loss of State Confidential Information, such as PII and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

**E. Professional Liability Insurance**

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

**F. Crime Insurance**

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

**G. Additional Insured**

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

**H. Primacy of Coverage**

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

**I. Cancellation**

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §16 within 7 days of Grantee's receipt of such notice.

**J. Subrogation Waiver**

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

**K. Public Entities**

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

**L. Certificates**

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within 7 Business

Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within 7 Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

### **13. BREACH**

#### **A. Defined**

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

#### **B. Notice and Cure Period**

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

### **14. REMEDIES**

#### **A. State's Remedies**

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §13.B, shall have all of the remedies listed in this §A. in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

##### **i. Termination for Breach**

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

#### **1. Obligations and Rights**

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination.



Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

## **2. Payments**

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.D.

## **3. Damages and Withholding**

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

## **ii. Remedies Not Involving Termination**

The State, in its discretion, may exercise one or more of the following additional remedies:

### **1. Suspend Performance**

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

### **2. Withhold Payment**

Withhold payment to Grantee until Grantee corrects its Work.

### **3. Deny Payment**

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

### **4. Removal**

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

### **5. Intellectual Property**

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

**B. Grantee's Remedies**

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §13.B and the dispute resolution process in §15 shall have all remedies available at law and equity.

**15. DISPUTE RESOLUTION**

**A. Initial Resolution**

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant which cannot be resolved by the designated Grant representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

**B. Resolution of Controversies**

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Grant by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Grantee pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

**16. NOTICES and REPRESENTATIVES**

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §17 without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

**A. State:**

Leslie Chase, Grants Specialist
Office of Transportation Safety, CDOT
2829 W. Howard Pl., 5 <sup>th</sup> Floor
Denver, CO 80204
303.512.5003

Leslie.chase@state.co.us
--------------------------

**B. Grantee:**

Sgt. Michael Robbins
Adams County Government
4201 E. 72 <sup>nd</sup> Ave.
Commerce City, CO, 80022
720.523.6164
mrobbins@adcogov.org

**17. GOVERNMENTAL IMMUNITY**

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

**18. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §20 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

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

**19. GENERAL PROVISIONS****A. Assignment and Subgrants**

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, and Subgrantees approved by Grantee or the Staet



are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

**B. Subcontracts**

Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without providing notice to the State. The State may reject any such Subcontractor, and Grantee shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Grantee enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

**C. Authority**

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

**D. Binding Effect**

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

**E. Captions and References**

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

**F. Counterparts**

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

**G. Entire Understanding**

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

**H. Jurisdiction and Venue**

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

**I. Modification**

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

**J. Statutes, Regulations, Fiscal Rules, and Other Authority**

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

**K. Order of Precedence**

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those



provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. **Exhibit F** (Supplemental Federal Provisions),
- ii. **Exhibit E** (Grantee Certification and Assurances),
- iii. **Exhibit G** (Non-Discrimination Assurances),
- iv. **Colorado Special Provisions**,
- v. **The provisions**, of the main body of this Grant,
- vi. **Exhibit A** (Contract Objective Plan),
- vii. **Exhibit B** (Contract Evaluation Data and Contract Financial Budget), and
- viii. **Exhibit D** (Sample Option Letter).
- ix. **Exhibit C** (Sample Task Order)

**L. Severability**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

**M. Survival of Certain Agreement Terms**

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

**N. Taxes**

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

**O. Third Party Beneficiaries**

Except for the Parties' respective successors and assigns described in §19.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

**P. Waiver**

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**Q. CORA Disclosure**

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

**R. Standard Manner of Performance**

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

**S. Licenses, Permits, and Other Authorizations**

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and

Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

**T. Indemnification**

**i. General Indemnification**

Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the “Indemnified Parties”), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

**ii. Confidential Information Indemnification**

Disclosure or use of State Confidential Information by Grantee in violation of §10 may be cause for legal action by third parties against Grantee, the State, or their respective agents. Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys’ fees and costs) incurred by the State in relation to any act or omission by Grantee, or its employees, agents, assigns, or Subcontractors in violation of §10.

**iii. Intellectual Property Indemnification**

Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys’ fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

**U. Federal Provisions**

Grantee shall comply with all applicable requirements of Exhibits E, F, and G at all times during the term of this Grant.

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## 20. COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all Grants except where noted in italics.

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

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

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

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

### C. GOVERNMENTAL IMMUNITY

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 *et seq.*, as applicable now or hereafter amended.

### D. INDEPENDENT CONTRACTOR

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

### E. COMPLIANCE WITH LAW

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

### F. CHOICE OF LAW

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

### G. BINDING ARBITRATION PROHIBITED

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

### H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

### I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and



**24-50-507**

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

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

*[Not applicable to intergovernmental agreements]*

Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, *et seq.*; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

**K. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]*

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

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

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 *et seq.*, and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

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21. EXHIBIT A

CONTRACT OBJECTIVE PLAN

**COLORADO DEPARTMENT OF TRANSPORTATION  
CONTRACT OBJECTIVE PLAN**

**Three-Year SMART Goal #1:** Over the three years of this program, the Adams County Sheriff's Office goal is to reduce the number of DUI/D fatalities in crashes in Adams County involving a driver or motorcycle operator with a BAC of .08 or higher from the current 15 percent to 13 percent by September 30, 2021.

**Three-Year SMART Goal #2:** Over the three years of this program, the Adams County Sheriff's Office goal is to have a direct impact on lowering the number of traffic fatalities (non-DUI related) and serious injury accidents in Adams County by 15 percent from the 324 major accidents that occurred in 2017.

22. EXHIBIT B

CONTRACT FINANCIAL BUDGET

CONTRACT

FINANCIAL BUDGET

EXHIBIT B

WBS# 19NHTSA405D.1120

Agency Name: Adams County Sheriff's Office

DETAILED Budget Budget Year 2019

Personal Services Salaried Person

Name of Position	Monthly Full-time Salary	Monthly Part-Time Salary	Total Monthly cost	REQUIRED # of Months to this project	Total	CDOT Share \$	Local Match \$	% to Grant
			\$0		\$0	\$0	\$0	100%
			\$0		\$0	\$0	\$0	100%
			\$0		\$0	\$0	\$0	100%
			\$0		\$0	\$0	\$0	100%
Total					\$0	\$0	\$0	100%
Hourly Employee and/ or Overtime								
Name of Position	REQUIRED Straight time Rate	Straight time hours	Over time hours	REQUIRED # months	Total	CDOT Share \$	Local Match \$	
					\$0	\$0	\$0	100%
DEPUTY SHERIFF					\$0	\$0	\$0	100%
					\$0	\$0	\$0	100%
					\$0	\$0	\$0	100%
					\$0	\$0	\$0	100%
Total					\$0	\$0	\$0	100%
Total Personal Services					\$0	\$0	\$0	
Fringe Benefit Cost								
Fringe Benefits	Fringe %	Total Payroll Monthly Payroll	Total Monthly Fringe cost	REQUIRED # months	Total	CDOT Share \$	Local Match \$	
Fringe as a Percentage					\$0.00	\$0.00	\$0.00	
Fringe as a Flat amount					\$0.00	\$0.00	\$0.00	100



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<b>Total Travel</b>					<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Travel cost per persons is mileage, hotel, etc. Per Diem is separate. IF there is air fare or car rental list separately.							
<b>Capital Equipment</b>							
<b>Description</b>	<b>Single Item Cost</b>	<b>OR Number of units</b>	<b>Cost Per Unit</b>	<b>Total Cost</b>	<b>Total</b>	<b>CDOT Share \$</b>	<b>Local Match \$</b>
				\$0	\$0	\$ -	\$ -
<b>Total Capital Equipment</b>							
<b>Narrative: CAPITAL EQUIPMENT</b>							
<b>Indirect Cost</b>							
<b>Indirect Rate %- approved by Cognizant entity</b>		<b>Total Plan ned Cost</b>	<b>Total indirect Cost</b>		<b>Total</b>	<b>CDOT Share \$</b>	<b>Local Match \$</b>
		\$0	\$0.00		\$0	\$0	\$0
<b>Total Indirect</b>							
Indirect cost rate must be pre-approved by CDOT or the Cognizant agency							
<b>BUDGET SUMMARY</b>							
					<b>Total</b>	<b>CDOT Share \$</b>	<b>Local Match \$</b>
Personal Services					\$0	\$0	\$0
Fringe Benefits					\$0	\$0	\$0
Operating Expense & Incentives					\$0	\$0	\$0
Contractual Services					\$0	\$0	\$0
Travel					\$0	\$0	\$0
Capital Equipment					\$0	\$0	\$0
<b>Subtotal before Indirect</b>					\$0	\$0	\$0
Indirect Cost					\$0	\$0	\$0
<b>Total Projected Budget</b>					\$ -	\$ -	\$ -

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**23. EXHIBIT C**  
**SAMPLE TASK ORDER**

<b>State Agency</b> Insert Department's or IHE's Full Legal Name	<b>Task Order Number</b> Insert the Task Order Number (e.g. "1" for the first Task Order)
<b>Contractor</b> Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	<b>Master Task Order Contract Number</b> Insert CMS number or Other Contract Number of the Master Task Order Contract
<b>Task Order Maximum Amount</b>	<b>Task Order Contract Number</b> Insert CMS number or Other Contract Number of this Task Order
State Fiscal Year 20xx \$0.00	<b>Task Order Performance Beginning Date</b> The later of the Task Order Effective Date or Month Day, Year
State Fiscal Year 20xx \$0.00	
State Fiscal Year 20xx \$0.00	
State Fiscal Year 20xx \$0.00	
Total for All State Fiscal Years \$0.00	<b>Task Order Expiration Date</b> Month Day, Year

In accordance with §6.B of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

**PROJECT DESCRIPTION**

Contractor shall complete the Project described in Contractor's proposal that is attached hereto and incorporated herein (the "Proposal"). All terminology used in this Task Order and the Proposal shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order.

**1. PAYMENT**

The State shall pay Contractor the amounts shown in the Proposal in accordance with the requirements of that Proposal and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

**2. PERFORMANCE PERIOD**

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work on the Project described in the Proposal prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

**3. TASK ORDER EFFECTIVE DATE:**

The effective date of this Task Order is upon approval of the State Controller.

<b>GRANTEE</b> <b>INSERT-Legal Name of Grantee</b>   By: Name & Title of Person Signing for Grantee  Date: _____	<b>STATE OF COLORADO</b> <b>John W. Hickenlooper, GOVERNOR</b> Department of Transportation  By: _____ Joshua Laipply, P.E., Chief Engineer (For) Michael P. Lewis, Executive Director Date: _____
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In accordance with §24-30-202 C.R.C., this Grant Task Order is not valid until signed and dated below by the State Controller or an authorized delegate

<b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b>  By: _____ Department of Transportation  Task Order Effective Date: _____
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**24. EXHIBIT D**

**SAMPLE OPTION LETTER**

<b>State Agency</b> Insert Department's or IHE's Full Legal Name	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Grantee</b> Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Agreement Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Agreement Maximum Amount</b> Initial Term State Fiscal Year 20xx \$0.00	<b>Option Agreement Number</b> Insert CMS number or Other Contract Number of this Option
Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00	<b>Agreement Performance Beginning Date</b> The later of the Effective Date or Month Day, Year
Total for All State Fiscal Years \$0.00	<b>Current Agreement Expiration Date</b> Month Day, Year

**1. OPTIONS:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

**2. REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

**3. OPTION EFFECTIVE DATE:**

- F. The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

<p align="center"><b>STATE OF COLORADO</b>  John W. Hickenlooper, Governor  INSERT-Name of Agency or IHE  INSERT-Name &amp; Title of Head of Agency or IHE</p> <p>By: _____  Name &amp; Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center"><b>STATE CONTROLLER</b>  <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____  Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Option Effective Date: _____</p>
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25. **EXHIBIT E**

**GRANTEE CERTIFICATIONS AND ASSURANCES**

**EQUIPMENT**

Equipment acquired under this Grant for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the Grantee 23 CFR 1200.21.

The Grantee will comply with all applicable procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR 18.20. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the federal awarding agency and CDOT.

**PROCUREMENT**

Grantee will comply with all applicable procurement procedures in 49 CFR 18.36, which outlines procurement requirements for states, grantees and Sub grantees.

**CIVIL RIGHTS**

The Grantee will comply with all federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 USC. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (k) the requirements of any other nondiscrimination statute(s) which may apply to the Grant.

**BUY AMERICA ACT**

The Grantee will comply with the provisions of the Buy America Act (49 USC 5323(j)) which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

**POLITICAL ACTIVITY (HATCH ACT)**

The Grantee will comply, as applicable, with provisions of the Hatch Act (5 USC §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal fund.

**CERTIFICATION REGARDING FEDERAL LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Grantee certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in



connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Grantee shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **RESTRICTION ON STATE LOBBYING**

None of the funds under this Grant will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

##### **Instructions for Lower Tier Certification**

1. By signing this Grant, the lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The lower tier participant shall provide immediate written notice to the person to which this Grant is submitted if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this Grant is submitted for assistance in obtaining a copy of those regulations.
5. The lower tier participant agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The lower tier participant further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows

that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:**

1. The lower tier participant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency.

## 26. EXHIBIT F

### SUPPLEMENTAL FEDERAL PROVISIONS

#### 1. APPLICABILITY OF PROVISIONS.

- 1.1. The Agreement to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Federal Provisions shall control.

#### 2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

- 2.1.1. “Agreement” means the Grant Agreement to which these Federal Provisions are attached and includes all Award types in §2.1.2.1 of this Exhibit.

- 2.1.2. “Award” means an award of Federal financial assistance, and the agreement setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

- 2.1.2.1. Awards may be in the form of:

- 2.1.2.1.1. Grants;

- 2.1.2.1.2. Contracts;

- 2.1.2.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

- 2.1.2.1.4. Loans;

- 2.1.2.1.5. Loan Guarantees;

- 2.1.2.1.6. Subsidies;

- 2.1.2.1.7. Insurance;

- 2.1.2.1.8. Food commodities;

- 2.1.2.1.9. Direct appropriations;

- 2.1.2.1.10. Assessed and voluntary contributions; and

- 2.1.2.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

- 2.1.2.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

- 2.1.2.2. Award *does not* include:

- 2.1.2.2.1. Technical assistance, which provides services in lieu of money;

- 2.1.2.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

- 2.1.2.2.3. Any award classified for security purposes; or

- 2.1.2.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

- 2.1.3. “Contractor” means the party or parties to an Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

- 2.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
- 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
- 2.1.5.2. A foreign public entity;
- 2.1.5.3. A domestic or foreign non-profit organization;
- 2.1.5.4. A domestic or foreign for-profit organization; and
- 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.12. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.14. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.15. “Federal Provisions” means these Federal Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 2.1.17.1. Salary and bonus;

- 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
- 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
- 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;
- 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;
- 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.18. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.20. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

### 3. COMPLIANCE.

- 3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

### 4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

- 4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s information.

### 5. TOTAL COMPENSATION.

- 5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
  - 5.1.2. In the preceding fiscal year, Contractor received:



- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

## 6. REPORTING.

- 6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Agreement price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Agreement and shall become part of Contractor's obligations under this Agreement.

## 7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

## 8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.

- 8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
  - 8.1.1.1. Subrecipient DUNS Number;
  - 8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
  - 8.1.1.3. Subrecipient Parent DUNS Number;
  - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
  - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
  - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
- 8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Agreement, the following data elements:
  - 8.1.2.1. Subrecipient's DUNS Number as registered in SAM.
  - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

## 9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 9.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

## 11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
  - 11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
  - 11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
  - 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

## 12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

- 12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.

- 12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.1.1. During the performance of this contract, the contractor agrees as follows:
- 12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

12.1.2. **Nondiscrimination Requirements**

12.1.2.1. Grantee shall not under any program or activity for which the Grantee receives federal financial assistance from US DOT, exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Grantee shall execute the attached Standard DOT Title VI assurance. As appropriate, the recipient shall include Appendix A, B, C or D to the Standard DOT Title VI assurance in any contract utilizing federal funds, land, or other aid. The Grantee shall also include the following in all contract advertisements:

12.1.2.1.1. *The [Grantee], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*

12.1.2.2. As a condition of federal financial assistance, Grantee shall develop and maintain a Title VI Program in accordance with the "Requirements for FHWA Subrecipients" set forth in CDOT's Title VI Program Plan. Grantee shall also facilitate compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with applicable CDOT and FHWA guidance.

12.1.2.3. In any contract utilizing federal funds, land, or other federal aid, Grantee shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability. Grantee shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services and any other requirements established by CDOT for FHWA subrecipients.

12.1.2.4. The Grantee shall agree to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, FAA, or any other US DOT operating administration. You must keep records, reports, and submit the material for review upon request to CDOT, FHWA, FTA, FAA, or any other US DOT operating administration or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

12.1.3. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.



- 12.1.4. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 12.1.5. **Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.6. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### 13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

### 14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

### 15. EVENT OF DEFAULT.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Agreement and the State of Colorado may terminate the Agreement upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Agreement, at law or in equity.

## 27. EXHIBIT G

**The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination**  
**Assurances for Local Agencies**  
**DOT Order No. 1050.2A**

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

**Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.



[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Michael Robbins  
(Name of Recipient)

by   
(Signature of Authorized Official)

DATED 9-15-18



During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## GRANT TASK ORDER (01)

<b>State Agency</b> Department of Transportation		<b>Master Contract Routing Number</b> 19-HTS-XA-00016
<b>Contractor</b> ADAMS COUNTY GOVERNMENT		<b>Task Order Routing Number</b> 19-HTS-XA-00016-ZD0001
<b>Task Order Maximum Amount</b>	\$125,000.00	<b>Task Order Performance Beginning Date</b> The later of the Task Order Effective Date or October 1, 2018.
<b>Total Contract Encumbrance to Date</b>	\$125,000.00	
		<b>Task Order Expiration Date</b> September 30, 2019

In accordance with **6(B)** of the Task Order Grant Agreement referenced above, Grantee shall complete the following Project:

- 1) **Project Description.** Grantee shall complete the Project described in Grantee's proposal that is attached hereto and incorporated herein (the "Grant Task Order Proposal"). All terminology used in this Task Order and the Proposal shall be interpreted in accordance with the Task Order Grant Agreement unless specifically defined differently in this Grant Task Order.
- 2) **Payment.** The State shall pay Grantee the amounts shown in the Proposal in accordance with the requirements of that Proposal and the Task Order Grant Agreement. The Maximum Amount payable by the State for performance of this Task Order is \$125,000.00. The State shall not make any payment that exceeds the Grant Task Order Maximum Amount shown above.
- 3) **Performance Period.** Grantee shall complete all Work on the Project described in this Grant Task Order by the Grant Task Order Expiration Date stated above. Grantee shall not perform any Work on the Project described in the Proposal prior to the Grant Task Order Performance Beginning Date or after the Grant Task Order Expiration Date stated above.
- 4) **Grant Task Order Effective Date.** The effective date of this Grant Task Order hereof is upon approval of the State Controller.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**THE PARTIES HERETO HAVE EXECUTED THIS TASK ORDER**

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

**GRANTEE**

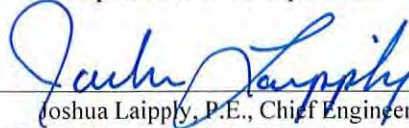
By:   
Signature

Michael Robbins  
Printed Name of Authorized Individual

Sergeant  
Printed Official Title of Authorized Individual

**STATE OF COLORADO**

**John W. Hickenlooper, GOVERNOR**  
**Department of Transportation**

By:   
Joshua Laipply, P.E., Chief Engineer  
(For) Michael P. Lewis, Executive Director

Date: 9/26/2018

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

**STATE OF COLORADO**

**STATE CONTROLLER**

**Robert Jaros, CPA, MBA, JD**

By:   
Department of Transportation

Date: 9/27/18



## Grant Task Order Proposal

### COLORADO DEPARTMENT OF TRANSPORTATION Contract Objective Plan and Contract Evaluation Data Exhibit A

Agency Name: Adams County Sheriff's Office 2019 DUI/HVE/Checkpoints	Project Name:
Agency Contracting Agent : Sheriff Michael McIntosh <a href="mailto:MMcIntosh@adcogov.org">MMcIntosh@adcogov.org</a> 303-288-1535 Agency Project Coordinator: Sgt. Michael Robbins <a href="mailto:MRobbins@adcogov.org">MRobbins@adcogov.org</a> 720-322-1114	
Task # 19-01-20 October 1, 2018 to September 30, 2019	Contract Period:
WBS# 19NHTSA405D.1120	

**Three-Year SMART Goal #1:** Over the three years of this program, the Adams County Sheriff's Office goal is to reduce the number of DUI/D fatalities in crashes in Adams County involving a driver or motorcycle operator with a BAC of .08 or higher from the current 15 percent to 13 percent by September 30, 2021.

**Strategy 1:** The focus of this program will be to reduce impaired driving related fatalities within Adams County. The Adams County Sheriff's Office will reduce impaired driving fatalities in Adams County from 15 percent to 14 percent by September 30, 2019.

Activity	Desired Outcome	Measurement of deliverable	Estimated Timeframe (Q1, Q2, Q3, Q4)	Responsible Key Staff/ Agency
<b>Activity 1.1:</b> The Adams County Sheriff's Office will conduct two highly publicized Impaired Driving Checkpoints on two of the three major Holidays that fall within Check Point Colorado; Memorial, 4 <sup>th</sup> of July and/or Labor Day.	Reduction in traffic fatalities where the driver of any vehicle is impaired.	# citations, contacts, arrests and statistical data	These are to occur in the 2 <sup>nd</sup> and 3 <sup>rd</sup> quarter	Sgt Robbins and the Traffic Unit
<b>Activity 1.2:</b> The Adams County Sheriff's Office will participate in all of the CDOT's 15 High Visibility Enforcement campaign periods.	Reduction in traffic fatalities where the driver of any vehicle is impaired.	# citations, contacts, arrests and statistical data.	Quarters 1-4	Sgt Robbins and the Traffic Unit
<b>Activity 1.3:</b> The Adams County Sheriff's Office will conduct focused individual enforcement during times when we have experienced high volumes of impaired drivers on the roadway in Adams County.	Reduction in traffic fatalities where the driver of any vehicle is impaired.	# citations, contacts, arrests and statistical data.	Quarters 1-4	Sgt Robbins and the Traffic Unit

**Three-Year SMART Goal #2:** Over the three years of this program, the Adams County Sheriff's Office goal is to have a direct impact on lowering the number of traffic fatalities (non-DUI related) and serious injury accidents in Adams County by 15 percent from the 324 major accidents that occurred in 2017.

**Strategy 2:** Reduce serious injuries and fatalities within Adams County by 5% in 2019 from the 324 accidents we had in 2017.

Activity	Desired Outcome	Measurement of deliverable	Estimated Timeframe (Q1, Q2, Q3, Q4)	Responsible Key Staff/ Agency
<b>Activity 2.1:</b> The Adams County Sheriff's Office will conduct increased saturation patrols in an effort to show greater officer presence in areas identified as high impaired driving crashes and fatalities.	Reduction in traffic fatalities where the driver of any vehicle is impaired.	# citations, contacts, arrests and statistical data.	Quarters 1-4	Sgt Robbins and the Traffic Unit

## CONTRACT

### FINANCIAL BUDGET

### EXHIBIT B

WBS# 19NHTSA405D.1120

**Agency Name: Adams County Sheriff's Office**

**DETAILED Budget Budget Year 2019**

**Personal Services Salaried Person**

Name of Position	Monthly Full-time Salary	Monthly Part-Time Salary	Total Monthly cost	REQUI RED # of Month s to this projec t	Total	CDOT Share \$	Local Match \$	% to Grant
			\$0		\$0	\$0	\$0	100%
			\$0		\$0	\$0	\$0	100%
			\$0		\$0	\$0	\$0	100%
			\$0		\$0	\$0	\$0	100%
Total					\$0	\$0	\$0	100%

**Hourly Employee and/ or Overtime**

Name of Position	REQUIRED Straight time Rate	Straight time hours	Over time hours	REQUI RED # month s	Total	CDOT Share \$	Local Match \$	% to Grant
					\$0	\$0	\$0	100%
DEPUTY SHERIFF	\$34.00		204.248	12	\$125,000	\$125,000	\$0	100%
					\$0	\$0	\$0	100%
					\$0	\$0	\$0	100%
					\$0	\$0	\$0	100%



Total					\$125,000	\$125,000	\$0	100%
<b>Total Personal Services</b>					\$125,000	\$125,000	\$0	
<b>Fringe Benefit Cost</b>								
<b>Fringe Benefits</b>	<b>Fringe %</b>	<b>Total Payroll Monthly Payroll</b>	<b>Total Monthly Fringe cost</b>	<b>REQUIRED # months</b>	<b>Total</b>	<b>CDOT Share \$</b>	<b>Local Match \$</b>	
Fringe as a Percentage					\$0.00	\$0.00	\$0.00	
Fringe as a Flat amount					\$0.00	\$0.00	\$0.00	100
<b>Total Fringe Benefit</b>					\$0	\$0	\$0	100%
<b>Operating Expense Including Mileage</b>								
<b>Description</b>	<b>Monthly Cost</b>	<b># MONTHS</b>	<b>Number of units</b>	<b>Cost Per Unit</b>	<b>Total</b>	<b>CDOT Share \$</b>	<b>Local Match \$</b>	
					\$0	\$0	\$0	100%
					\$0	\$0	\$0	100%
					\$0	\$0	\$0	100%
					\$0	\$0	\$0	100%
					\$0	\$0	\$0	100%
					\$0	\$0	\$0	100%
					\$0	\$0	\$0	100%
					\$0	\$0	\$0	100%
					\$0	\$0	\$0	100%
<b>Mileage (enter monthly miles in monthly cost)</b>				\$0.49	\$0	\$0	\$0	
<b>Total Operating Expense</b>					\$0	\$0	\$0	
Enter Mileage amount as either a monthly estimate with number of months or enter as a total number under units								% To Grant
<b>Contractual Services</b>								
<b>Contractor</b>	<b>Planned hours/week</b>	<b>Planned Hours/month</b>	<b>Number of weeks/months</b>	<b>REQUIRED Straight time Rate / Hour</b>	<b>Total</b>	<b>CDOT Share \$</b>	<b>Local Match \$</b>	
					\$0	\$0	\$0	100%
					\$0	\$0	\$0	100%
					\$0	\$0	\$0	100%
					\$0	\$0	\$0	100%

					\$0	\$0	\$0	
					\$0	\$0	\$0	
<b>Total Contractual Seives</b>					<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Contractors MUST be budgeted and billed at an hourly rate. Monitoring forms will be required								
<b>Travel - overnight stay NO OUT OF STATE</b>								
<b>Description</b>	<b>Number of Persons</b>	<b>Travel Cost Per Person</b>	<b>Per Diem/ person</b>	<b># Days</b>	<b>Total</b>	<b>CDOT Share \$</b>	<b>Local Match \$</b>	<b>% To Grant</b>
					\$0	\$0	\$0	100%
					\$0	\$0	\$0	100%
					\$0	\$0	\$0	100%
					\$0	\$0	\$0	100%
					\$0	\$0	\$0	
<b>Total Travel</b>					<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Travel cost per persons is mileage, hotel, etc. Per Diem is separate. IF there is air fare or car rental list separately.								
<b>Capital Equipment</b>								
<b>Description</b>	<b>Single Item Cost</b>	<b>OR Number of units</b>	<b>Cost Per Unit</b>	<b>Total Cost</b>	<b>Total</b>	<b>CDOT Share \$</b>	<b>Local Match \$</b>	<b>% To Grant</b>
				\$0	\$0	\$	\$	100%
<b>Total Capital Equipment</b>								
<b>Narrative: CAPITAL EQUIPMENT</b>								
<b>Indirect Cost</b>								
<b>Indirect Rate %- approved by Cognizant entity</b>		<b>Total Planned Cost</b>	<b>Total indirect Cost</b>		<b>Total</b>	<b>CDOT Share \$</b>	<b>Local Match \$</b>	<b>% To Grant</b>
		\$125,000	\$0.00		\$0	\$0	\$0	100%
<b>Total Indirect</b>								
Indirect cost rate must be pre-approved by CDOT or the Cognizant agency								
<b>BUDGET SUMMARY</b>					<b>Total</b>	<b>CDOT Share \$</b>	<b>Local Match \$</b>	
Personal Services					\$125,000	\$125,000	\$0	



Fringe Benefits	\$0	\$0	\$0
Operating Expense & Incentives	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Capital Equipment	\$0	\$0	\$0
Subtotal before Indirect	\$125,000	\$125,000	\$0
Indirect Cost	\$0	\$0	\$0
<b>Total Projected Budget</b>	<b>\$125,000</b>	<b>\$125,000</b>	<b>\$-</b>



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 26, 2019
<b>SUBJECT:</b> Renewal of IGA with Commerce City to provide Noxious Weed Control Services
<b>FROM:</b> Marc Pedrucci
<b>AGENCY/DEPARTMENT:</b> Parks and Open Space
<b>HEARD AT STUDY SESSION ON:</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves renewal of the IGA with Commerce City for the POSD to provide noxious weed control services.

### **BACKGROUND:**

The Colorado Noxious Weed Act (C.R.S. §35-5.5-101) requires landowners, including local governments, to control noxious weeds on their property. Adams County has had an active Weed & Pest Program since the early 1990's to control noxious weeds on County-owned property, primarily county road right-of-ways and open space. The Weed & Pest Program currently consists of three FTE's (a supervisor and two technicians) and 3-4 seasonal employees.

The ADCO Weed & Pest Program was contacted by the Commerce City Public Works Department in 2015 and regarding noxious weed management within Commerce City. Commerce City requested that Adams County provide noxious weed management services to Commerce City for approximately 857 acres of open space and 218 acres of right-of-way. The county and Commerce City executed an IGA in 2015 for a three year term (2016-18) for the county to provide noxious weed management services to Commerce City on a "time and materials" approach, and the IGA specifies the rates. The original IGA had a three year term, and one three year renewal option. The county and Commerce City have elected to renew the IGA for an additional three year term.

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

Parks and Open Space, City of Commerce City

**ATTACHED DOCUMENTS:**

IGA for Noxious Weed Management Services  
Resolution

**FISCAL IMPACT:**

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

**Fund: 01****Cost Center: 2061**

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	6120		\$25,000
<b>Total Revenues:</b>			<u>\$25,000</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7240		\$10,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$10,000</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:**

RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
ADAMS COUNTY AND THE CITY OF COMMERCE CITY REGARDING NOXIOUS  
WEED MANAGEMENT SERVICES

WHEREAS, pursuant to Art. XIV, §18(2)(a) of the Colorado Constitution, and § 29-1-203, C.R.S., as amended, Adams County (“County”) and the City of Commerce City (“City”) may cooperate or contract with each other to provide any function or service lawfully authorized to each; and,

WHEREAS, the County, through its Parks and Open Space Department, provides noxious weed control services on County property; and,

WHEREAS, the City has requested that the County provide, and the County is agreeable to providing, herbaceous noxious weed management services for approximately 857 acres of open space and 218 acres of right of way owned or used by the City;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County and the City of Commerce City regarding noxious weed management services is hereby approved.

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

**INTERGOVERNMENTAL AGREEMENT**  
**(Noxious Weed Management Services)**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into and effective as of the date of execution by the last party to approve and execute this Agreement ("Effective Date") by and between the ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS ("County") and the CITY OF COMMERCE CITY, COLORADO, a Colorado home rule municipality (the "City").

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

WHEREAS, the County, through its Open Space and Parks Department, provides noxious weed control services on County property;

WHEREAS, the City has requested that the County provide, and the County is agreeable to providing, herbaceous noxious weed management services for approximately 857 acres of open space and 218 acres of right of way owned or used by the City;

NOW THEREFORE, the County and the City, for the consideration and mutual covenants contained in this Agreement, agree as follows:

1. Weed Management. The County will provide herbaceous noxious weed management services to the City by spraying noxious weed-infested areas on City-owned property ("Services"). The County will provide all resources, including without limitation staff, equipment, and materials, to provide the Services.

- a. Locations. The County will provide the Services at locations in the City to be determined by mutual agreement of the staffs of the City and the County annually before any spraying occurs.
- b. Frequency & Method. The County will control the timing, frequency, and method of the Services. The County will provide the Services on an as needed basis. The County will comply with all applicable laws and regulations in the performance of the Services and will perform the Services in a safe manner.
- c. Employees. All personnel performing the Services will have licenses and certifications as required by law or regulation.
- d. Materials. The County will use herbicides appropriate to control herbaceous noxious weeds that provide broadleaf weed control, will provide coverage up to water's edge, and provide residual effects for season long control.
- e. Training. The County will provide limited weed identification training to City personnel as requested by the City.

2. Compensation. The City will pay the County on a time and materials basis for the performance of Services on City-owned property as agreed to by the County and the City. The labor rate (including equipment costs) will be \$50.00 per hour, but may be increased to \$100.00 per hour for right of way applications where two applicators are used. The materials rate will be \$30.00 per acre. The City will not be obligated to pay or reimburse the County any other charges or fees.

3. Term. This term of the Agreement will be from the Effective Date through December 31, 2021. The parties may renew this Agreement for an additional three (3) years by written agreement. Either party may terminate this Agreement by giving written notice to the other party.

4. Access. The City authorizes the County to access City property to be treated under this Agreement for the purpose of performing the Services. The County will take reasonable care to avoid damaging any City property in the performance of the Services.

5. Appropriation. All obligations of either party are subject to the prior appropriation and deposit or encumbrance of funds expressly made through each party's legally required budgeting, authorizing, and appropriation process. The parties acknowledge that they do not, through this Agreement, irrevocably pledge present cash reserved for payments in future years and that this Agreement is not intended to create a multiple fiscal year direct or indirect debt or obligation of the Parties.

6. Liabilities & Insurance. The County will, at its own expense, keep in full force and effect during the term of this Agreement insurance in such amount as necessary to comply with the limitations set forth in the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, seq. to insure against any liability attributable to the County arising from this Agreement. The County will name the City as an additional insured in any policy of insurance applicable to this Agreement.

7. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities, limitations, and protections that any party may have under the Colorado Governmental Immunity Act (§§ 24-10-101, C.R.S., et. seq.) or to any other defenses, immunities or limitations of liability available to a party by law.

8. No Assignment. No party shall assign its rights or delegate its duties hereunder without the prior written consent of the other party.

9. No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement will be strictly reserved to the parties. Any person other than the County and the City will be deemed to be only an incidental beneficiary under this Agreement.

10. No Waiver. The waiver of any breach of a term of this Agreement, including the failure to insist on strict compliance or to enforce any right or remedy, will not be construed or deemed as a waiver of any subsequent breach of such term; any right to insist on strict compliance with any term; or any right to enforce any right or remedy with respect to that breach or any other prior, contemporaneous, or subsequent breach.

11. Rules of Construction. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the County or the City on the basis of which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender. Paragraph headings used in this Agreement are for convenience of reference and will in no way control or affect the meaning or interpretation of any provision of this Agreement.

12. Severability. A holding by a court of competent jurisdiction that any term of this Agreement is invalid or unenforceable will not invalidate or render unenforceable any other term of this Agreement.

13. Authority. Each party represents that it has taken all actions that are necessary or that are required by its charter, ordinances, procedures, bylaws or applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of such party. The persons signing this Agreement on behalf of each of the parties have full authorization to execute this Agreement.

14. Electronic Signatures and Electronic Records. The parties consent to the use of electronic signatures by any of the parties. The parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

15. Counterparts. This Agreement may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument.

16. Entire Agreement; Modification; Binding Effect. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and, except as expressly provided, may not be modified or amended except by validly executed written agreement of the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement. This Agreement will be binding upon, and will inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be executed as of the Effective Date.




CITY OF COMMERCE CITY

Brian K. McBroom  
Brian K. McBroom, City Manager

Date: 1-24-19

ATTEST:

Laura J. Bauer  
Laura J. Bauer, MMC, City Clerk

The seal is circular with the text "CITY OF COMMERCE CITY" around the top and "STATE OF COLORADO" around the bottom. In the center, the word "SEAL" is written in a bold, sans-serif font.

Approved as to form:

Robert Sheesley  
Robert Sheesley, City Attorney

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Chairperson

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

ATTEST:

\_\_\_\_\_  
Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 26, 2019
<b>SUBJECT:</b> Resolution Regarding Defense and Indemnification of Wilfred Europe, Cory Engel, Michael McIntosh, and Rick Reigenborn as Defendants Pursuant to C.R.S. § 24-10-101, et seq., 18-cv-02038-KLM
<b>FROM:</b> Heidi Miller, County Attorney and Kerri Booth, Assistant County Attorney
<b>AGENCY/DEPARTMENT:</b> County Attorney's Office
<b>HEARD AT STUDY SESSION ON</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Adopt the Resolution Regarding Defense and Indemnification of Wilfred Europe, Cory Engel, Michael McIntosh, and Rick Reigenborn as Defendants Pursuant to C.R.S. § 24-10-101, et seq.

### **BACKGROUND:**

The Board of County Commissioners formally indemnifies employees and elected officials who are named in civil lawsuits. This lawsuit is brought by the Estate of Kyler Grabbingbear and is related to the shooting death of Mr. Grabbingbear on December 7, 2017. Mr. Grabbingbear's estate has brought claims against the above named Defendants alleging constitutional violations (including the use of excessive force) and various torts.

The County Attorney's Office has reviewed the facts of this lawsuit and it has been determined that Wilfred Europe, Cory Engel, Michael McIntosh, and Rick Reigenborn were acting within the course and scope of their duties employment at all times relevant to this lawsuit. Therefore, the County Attorney's Office is recommending that Wilfred Europe, Cory Engel, Michael McIntosh, and Rick Reigenborn be indemnified for any potential damages that might arise out of this litigation.

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

Adams County Sheriff's Office

### **ATTACHED DOCUMENTS:**

RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF WILDRED EUROPE, CORY ENGEL, MICHAEL MCINTOSH, AND RICK REIGENBORN AS DEFENDANTS PURSUANT TO C.R.S. § 24-10-101, ET SEQ.

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

**Additional Note:**

Potential fiscal impact is unknown. If litigation results in settlement or judgment against the County or its employees/elected officials, there would be a fiscal impact. The potential amount of that impact is impossible to estimate at this time.

RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF WILFRED EUROPE, CORY ENGEL, MICHAEL MCINTOSH, AND RICK REIGENBORN AS DEFENDANTS PURSUANT TO C.R.S. § 24-10-101, ET SEQ.

WHEREAS, Adams County is a public entity pursuant to the Colorado Governmental Immunity Act; and,

WHEREAS, Adams County is obligated to bear the cost of the defense of its elected officials and employees and pay all judgments entered against its elected officials and employees pursuant to the Colorado Governmental Immunity Act so long as they acted within the course and scope of their employment and their acts were not willful and wanton; and,

WHEREAS, Wilfred Europe, Cory Engel, Michael McIntosh, and Rick Reigenborn have been sued in the matter of Estate of Kyler Grabbingbear by Andrea Feltman, as Personal Representative; and Andrea Feltman, individually as Parent and Personal Representative v. Wilfred Europe, individually and in his official capacity as Deputy Sheriff for Adams County; Cory Engel, individually and in his official capacity as Deputy Sheriff for Adams County; and, Michael McIntosh, individually and in his duly elected official capacity as Sheriff of the Adams County, in the U.S. District Court, Case Number 18-cv-03113-WJM-STV; said Defendants, being employees of Adams County at the time of the incident described in the Complaint; and,

WHEREAS, initial investigation has revealed to the satisfaction of the Board of County Commissioners and the determination has been made that the Defendants appear to have acted within the course and scope of their employment and their actions do not appear to be willful and wanton; and,

WHEREAS, pursuant to C.R.S. §§ 24-10-110, 24-10-113 and 24-10-118(5) Adams County hereby determines that it is in the public interest to bear the cost of defense for the Defendants against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendants; and,

WHEREAS, in exchange for such defense, the Defendants are required to cooperate fully in the defense of this matter, including but not limited to, assisting in the discovery process, participating in mediation, facilitation, or other measures deemed appropriate by the Board of County Commissioners, and Defendants acknowledge that Adams County

may settle on behalf of the Defendants any or all asserted claims, including those for personal liability and punitive damages.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Adams County shall bear the cost of defense for Wilfred Europe, Cory Engel, Michael McIntosh, and Rick Reigenborn against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendants in the matter of Estate of Kyler Grabbingbear by Andrea Feltman, as Personal Representative; and Andrea Feltman, individually as Parent and Personal Representative v. Wilfred Europe, individually and in his official capacity as Deputy Sheriff for Adams County; Cory Engel, individually and in his official capacity as Deputy Sheriff for Adams County; and, Michael McIntosh, individually and in his duly elected official capacity as Sheriff of the Adams County.

IT IS FURTHER RESOLVED that the Adams County Attorney is directed to enter her appearance as counsel for Defendants and to defend this matter.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 26, 2019
<b>SUBJECT:</b> Resolution Regarding Defense and Indemnification of Curtis Garth and Lance Kestel as Defendants Pursuant to C.R.S. § 24-10-101, et seq., 18-cv-02038-KLM
<b>FROM:</b> Heidi Miller, County Attorney and Kerri Booth, Assistant County Attorney
<b>AGENCY/DEPARTMENT:</b> County Attorney's Office
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Adopt the Resolution Regarding Defense and Indemnification of Curtis Garth and Lance Kestel as Defendants Pursuant to C.R.S. § 24-10-101, et seq.

### **BACKGROUND:**

The Board of County Commissioners formally indemnifies employees named in civil lawsuits. Adams County Sheriff's Deputies Curtis Garth and Lance Kestel were named as defendants in a civil action filed in Federal District Court. The lawsuit alleges that the Plaintiff, Timothy Hayenga, who is an inmate in Colorado Department of Corrections custody, suffered damages as a result alleged excessive force used during his arrest.

The County Attorney's Office has reviewed the facts of this lawsuit and it has determined that the Deputies Garth and Kestel were acting within the course and scope of their employment at all times relevant to this lawsuit. Therefore, the County Attorney's Office is recommending that Curtis Garth and Lance Kestel be indemnified for any potential damages that might arise out of this litigation.

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

Adams County Sheriff's Office

### **ATTACHED DOCUMENTS:**

RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF CURTIS GARTH AND LANCE KESTEL AS DEFENDANTS PURSUANT TO C.R.S. § 24-10-101, ET SEQ.

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

**Additional Note:**

Potential fiscal impact is unknown. If litigation results in settlement or judgment against the County or its employees/elected officials, there would be a fiscal impact. The potential amount of that impact is impossible to estimate at this time.

RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF CURTIS GARTH AND LANCE KESTEL AS DEFENDANTS PURSUANT TO C.R.S. § 24-10-101, ET SEQ.

WHEREAS, Adams County is a public entity pursuant to the Colorado Governmental Immunity Act; and,

WHEREAS, Adams County is obligated to bear the cost of the defense of its elected officials and employees and pay all judgments entered against its elected officials and employees pursuant to the Colorado Governmental Immunity Act so long as they acted within the course and scope of their employment and their acts were not willful and wanton; and,

WHEREAS, Curtis Garth and Lance Kestel have been sued in the matter of Timothy James Hayenga v. Adams County Sheriff C. Garth and Adams County Sheriff L. Kestel in the U.S. District Court, Case Number 18-cv-02038-KLM; said Defendants, being employees of Adams County at the time of the incident described in the Complaint; and,

WHEREAS, initial investigation has revealed to the satisfaction of the Board of County Commissioners and the determination has been made that the Defendants appear to have acted within the course and scope of their employment and their actions do not appear to be willful and wanton; and,

WHEREAS, pursuant to C.R.S. §§ 24-10-110, 24-10-113 and 24-10-118(5) Adams County hereby determines that it is in the public interest to bear the cost of defense for the Defendants against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendants; and,

WHEREAS, in exchange for such defense, the Defendants are required to cooperate fully in the defense of this matter, including but not limited to, assisting in the discovery process, participating in mediation, facilitation, or other measures deemed appropriate by the Board of County Commissioners, and Defendants acknowledge that Adams County may settle on behalf of the Defendants any or all asserted claims, including those for personal liability and punitive damages.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Adams County shall bear the cost of defense for Curtis Garth and Lance Kestel against all asserted claims for compensatory and



punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendants in the matter of Timothy James Hayenga v. Adams County Sheriff C. Garth and Adams County Sheriff L. Kestel.

IT IS FURTHER RESOLVED, that the Adams County Attorney is directed to enter her appearance as counsel for Defendants and to defend this matter.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 26, 2019
<b>SUBJECT:</b> Deed of Conservation Easement on the City of Westminster Egging Open Space Property
<b>FROM:</b> Byron Fanning, Parks and Open Space Director and Renee Petersen, and Shannon McDowell
<b>AGENCY/DEPARTMENT:</b> Parks & Open Space
<b>HEARD AT STUDY SESSION ON</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO N/A
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the deed of conservation easement. Fully executing the deed of conservation easement will ensure that the 3.57 acre Egging Open Space property will be preserved for its scenic, natural, open space and recreational benefits near 128 <sup>th</sup> Avenue and Pecos Street.

### **BACKGROUND:**

In August 2016, the City of Westminster submitted an application to the Open Space Sales Tax grant program requesting funding for acquisition of the Egging Open Space property, located near 128<sup>th</sup> Avenue and Pecos Street. The Egging Open Space property is approximately 3.57 acres in size. Acquisition of this property will allow the City of Westminster to expand the buffer along the Big Dry Creek corridor and to preserve habitat for wildlife.

On November 15, 2016, the City of Westminster received an Open Space Sales tax grant award for the acquisition of the Egging Open Space property. The City of Westminster was awarded 65% of the total project costs, not to exceed \$367,250 for the acquisition of this property. The City of Westminster acquired this property on February 13, 2017.

Pursuant to the Open Space Policies and Procedures, the City of Westminster is required to place a deed of conservation easement on the 3.57 acres acquired using open space sales tax grant funds to protect passive use of the property in perpetuity. The deed of conservation easement has been approved as to form by the County Attorney's Office and is now awaiting final signature by the Chairman of the Board of County Commissioners to become fully executed.

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

City of Westminster

**ATTACHED DOCUMENTS:**

Deed of Conservation Easement  
Resolution

**FISCAL IMPACT:**

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

**Fund:****Cost Center:**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:**

**RESOLUTION APPROVING DEED OF CONSERVATION  
EASEMENT FROM THE CITY OF WESTMINSTER FOR THE  
EGGING OPEN SPACE PROPERTY**

WHEREAS, Adams County voters approved an Open Space Sales Tax on November 2, 1999, to be used in accordance with Resolution 99-1; and,

WHEREAS, the City of Westminster received an Open Space Sales Tax grant on November 15, 2016 for the acquisition of the Egging Open Space property acquisition, which is approximately 3.57 acres in size and located south of 128<sup>th</sup> Avenue on Pecos Street; and,

WHEREAS, pursuant to the Open Space Sales Tax Policies and Procedures, upon acquisition of the Egging Open Space property, Westminster is required to place a conservation easement on the property to preserve passive use of the property in perpetuity; and,

WHEREAS, Westminster acquired the Egging Open Space property on February 13, 2017, and desires that Adams County holds the conservation easement on the property; and,

WHEREAS, Westminster has signed the conservation easement indicating their approval; and,

WHEREAS, Adams County desires to accept the conservation easement; and,

WHEREAS, the conservation easement will be effective as of the date that Adams County signs the easement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Deed of Conservation Easement from the City of Westminster in favor of the Adams County Board of County Commissioners for the Egging Open Space Property, a copy of which is attached hereto and incorporated herein by this reference, is hereby accepted and approved.

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

## **DEED OF CONSERVATION EASEMENT IN GROSS**

THIS DEED OF CONSERVATION EASEMENT is made this 17<sup>th</sup> day of January 2019, by the City of Westminster, having its address at 4800 West 92<sup>nd</sup> Avenue, Westminster, CO 80031 ("Grantor"), in favor of the Adams County Board of County Commissioners, a political subdivision of the State of Colorado, having its address at 4430 South Adams County Parkway, Brighton, CO 80601 ("Grantee").

### **RECITALS:**

- A. Grantor is the sole owner in fee simple of certain real property in Adams County, Colorado, also known as the Egging property, more particularly described in Exhibit A attached hereto and generally depicted on the map attached hereto as Exhibit B, both of which are incorporated herein by this reference (the "Property").
- B. The acquisition of the Property was partially funded by an Adams County Open Space grant funded by the Adams County Open Space Sales Tax which was passed by the Adams County voters in 1999, and reauthorized in November 2004, to be extended until December 31, 2026. The adopted Adams County Open Space Policies and Procedures require projects receiving passive funds for land acquisition to preserve the Property in perpetuity with a conservation easement. The parties acknowledge Grantor's intent to utilize the Property as open space with associated passive recreation uses.
- C. The Property possesses natural, scenic, open space, and/or recreational values (collectively, "Conservation Values") of great importance to Grantor, the people of Adams County and the people of the State of Colorado. In particular, the Property provides the following conservation values:
  - 1) Natural: The Property is approximately 3.57 acres located along Big Dry Creek southeast of West 128<sup>th</sup> Avenue and Zuni Street. The Property provides a buffer to Big Dry Creek where habitat exists for a variety of species including coyotes, fox, raccoons, rabbits, prairie dogs, field mice, birds, and raptors.
  - 2) Scenic: The Property provides panoramic views of the Continental Divide and overlooks the Big Dry Creek riparian corridor.
  - 3) Open Space: The Property provides open space that is available to the general public including residents of Westminster.
  - 4) Recreational: The Property enhances existing passive recreational opportunities for users utilizing the Big Dry Creek Trail.
- D. Grantor intends that the Conservation Values of the Property be preserved

2. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- a. To preserve and protect the Conservation Values of the Property;
- b. To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;
- c. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement; and
- d. To require the restoration of such areas or features of the Property that may be damaged by any inconsistent use.

3. Reserved Rights. Grantor reserves to itself, its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited or restricted herein and that do not substantially diminish or impair the Property's Conservation Values. Agreed upon reserved rights are as follows:

- a. The right to allow non-commercial, non-motorized, passive recreational activities, such as horseback riding, hiking, cross-country skiing, mountain biking, cycling, picnicking and other similar low-impact recreational uses, to be enjoyed by the public. Notwithstanding the foregoing, the use of motorized wheelchairs or other mobile devices by disabled persons and other persons as may be required by the Americans With Disabilities Act, on trails and other publicly accessible areas is allowed.
- b. The right to construct internal and connecting trails on the Property. All internal trails will be unpaved except the Big Dry Creek regional trail which will be paved.
- c. The right to construct or place unenclosed improvements that have minimal or no floor area on the Property, including but not limited to, pedestrian bridges, benches, picnic tables, regulatory and interpretive signage, educational kiosks or wildlife or scenic viewing platforms and other similar structures and improvements necessary to provide public access and enjoyment of the Property provided that the locations of such unenclosed improvements are along trails and are consistent with the preservation of the Conservation Values.
- d. The right to revegetate the Property with native grass.

4. Prohibited and Restricted Uses. Except as provided in paragraph 3 above,

Grantee shall give such permission within a reasonable time, unless Grantee determines that the proposed paving or covering of the soil, or the location of any road, will substantially diminish or impair the Conservation Values of the Property or is otherwise inconsistent with this Easement, and such permission shall not be unreasonably withheld. Additionally, nothing herein shall be construed so as to cause the Grantor to be in violation of the Americans with Disabilities Act.

- j. Trash. The dumping or uncontained accumulation of any kind of trash or refuse on the Property, including but not limited to household trash and hazardous chemicals, is strictly prohibited.
- k. Water Rights. No water rights are included with this Easement.
- l. Motorized Vehicles. Motorized vehicles shall be prohibited, except as allowed under subparagraph 3.a. above and except for public maintenance, management, and safety vehicles.
- m. Commercial or Industrial Activity. No industrial or commercial uses shall be allowed on the Property.
- n. Signs or Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property, except for appropriate and customary "no trespassing" signs and signs informing the public of the status of ownership. Grantor also reserves the right to erect trail and interpretive signs. No signs shall substantially diminish or impair the Conservation Values of the Property. Grantor shall erect one or more signs visible from the nearest public roadway, or from an alternative location approved by the Grantee, identifying the Grantee's investment in this Property to the public.

5. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantors shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

6. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.



times and in such manner as Grantor may reasonably prescribe by regulation, so that the Conservation Values of the Property are not impaired.

13. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including weed control and eradication and including the maintenance of adequate comprehensive general liability insurance coverage.

14. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate.

15. Hold Harmless. To the extent allowed by Law, Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in paragraph 7 herein; and (3) the presence or release of hazardous or toxic substances on, under or about the Property. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state or local law. Without limiting the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in Grantee, nor shall Grantee have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

16. Real Property Interest. This Easement constitutes a real property interest immediately vested in Grantee. The parties stipulate that this Easement has a fair market value equal to sixty-five percent (65 %) of the full fair market value of the Property, as unencumbered by this Easement. Full fair market value of the Property shall be determined with a qualified appraisal commissioned by the Grantor. A qualified appraisal is one that is prepared by an independent appraiser in accordance with the IRS definitions of a qualified appraisal, specific about the full fair market value of the Property, and effective within one year of the full fair market valuation of the Property. For the purposes of this Easement, the ratio of the value of the Easement to the value of

4430 South Adams County Parkway  
Brighton, CO 80601

or to such other address as either party from time to time shall designate by written notice to the other.

21. Grantor's Title Warranty. Grantor warrants that Grantor has good and sufficient title to the Property and hereby promises to defend the same against all claims from persons claiming by, through, or under Grantor.

22. Subsequent Liens on the Property. No provisions of this Easement shall be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing would be subordinated to this Easement.

23. Recording. Grantee shall record this instrument in timely fashion in the official records of each county in which the Property is situated, and may re-record it at any time as may be required to preserve its rights in this Easement.

24. General Provisions.

a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado, and venue for any dispute shall be in Adams County, Colorado.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of C.R.S. §38-30.5-101, et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

e. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

f. Joint Obligation. If more than one owner owns the Property at any

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have executed this Deed of Conservation Easement on the day and year first written above.

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:

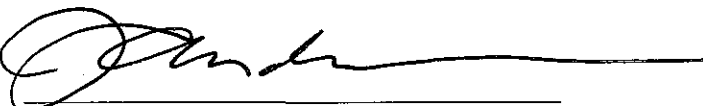
JOSH ZYGIELBAUM,  
CLERK AND RECORDER

Approved as to form:

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Adams County Attorney's Office

CITY OF WESTMINSTER, COLORADO

  
for City Manager

Date 01.22.2019

ATTEST:

Approved as to form:

  
City Clerk

  
City Attorney's Office

# Exhibit B





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 26, 2019
<b>SUBJECT:</b> Modification Request for Adams County Willow Bay Open Space Acquisition Project
<b>FROM:</b> Byron Fanning, Parks and Open Space Director and Shannon McDowell and Renee Petersen
<b>AGENCY/DEPARTMENT:</b> Parks & Open Space
<b>HEARD AT STUDY SESSION ON</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO N/A
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the Resolution Approving Modification of the Adams County Willow Bay Open Space Acquisition Open Space Sales Tax Grant.

### **BACKGROUND:**

On November 15, 2016, Adams County received an Open Space grant award for the Willow Bay Open Space Acquisition. The grant award was for 30% of the total project costs, up to \$3,000,000.

On October 24, 2018, Adams County submitted a project modification, requesting to revise the project budget to include a master plan for the site. Adams County successfully purchased the property in 2017 for less than anticipated. They would like to utilize the remaining grant funds towards the master planning efforts.

The Open Space Advisory Board heard the modification request on January 23, 2019, and voted unanimously to recommend approval to the Board of County Commissioners. If approved, the grant award would remain the same for 30% of the total project costs, up to \$3,000,000.

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

Parks & Open Space

### **ATTACHED DOCUMENTS:**

Resolution approving the modification request  
Modification request from Adams County

**FISCAL IMPACT:**

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

**Fund:** 28**Cost Center:** 6202

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

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

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☐ YES ☒ NO

**Additional Note:**

**RESOLUTION APPROVING MODIFICATION OF THE WILLOW BAY OPEN SPACE  
ACQUISITION OPEN SPACE SALES TAX GRANT**

WHEREAS, Adams County voters approved an Open Space Sales Tax on November 2, 1999, to be used in accordance with Resolution 99-1; and,

WHEREAS, Adams County received an Open Space Sales Tax grant for the Willow Bay Open Space Acquisition on November 15, 2016, for a total of 30% of the total project costs, up to \$3,000,000; and,

WHEREAS, Adams County purchased the property in 2017 for less than originally anticipated; and,

WHEREAS, Adams County is requesting to utilize the remaining grant funds toward the site master plan; and,

WHEREAS, Adams County has submitted an Open Space Sales Tax modification request; and,

WHEREAS, the Open Space Advisory Board voted unanimously in support of the modification on January 23, 2019.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Open Space Modification Request for the Adams County Willow Bay Open Space Acquisition Open Space Sales Tax Grant is hereby approved.





## Adams County Open Space Modification Request Form

Revised 12/2011

Must be received by Adams County Open Space staff a minimum of 90 days prior to project due date.

Date of Request:	10/24/2018
Grantee Name:	Adams County Parks & Open Space
Project Name:	Willow Bay Open Space Acquisition Project (OSG2016-00020)
Contact Person:	Aaron Clark
Phone Number:	(303) 637-8005
Email:	aclark@adcgov.org
Project Due Date:	Nov 15, 2018

Previously Submitted Leverage Summary:	Proposed Revision to Leverage Summary:
Grant Total: \$3,000,000.00	Grant Total: \$3,000,000.00
Total Project Costs: 10,000,000	Total Project Costs: 10,000,000
% of Funding Requested: 30.00%	% of Funding Requested: 30.00%

Please provide a description of the changes to the project as well as an explanation for the changes. Please provide specific details.

Adams County successfully closed on the acquisition of Willow Bay in 2017. The price of the property at closing was somewhat less than the anticipated cost of \$10,000,000. Adams County Parks seeks to use the remaining grant funding to create a master plan for Willow Bay.

Are you also requesting an extension?

☒ Yes ☐ No

Requested Due Date:

(No longer than 6 months) Jun 16, 2019

Attach the following:

- ☒ Copy of original budget submitted with grant application
- ☒ Revised budget
- ☒ Copy of original timeline submitted with grant application
- ☒ Revised timeline
- ☒ Evidence of progress (Photos of project or in narrative above)

Prepared by:

Date: 10/24/2018

Print name: Aaron Clark

Title: Natural Resource Specialist

**Attachment A - Project Budget**

Date:

8/1/2016

Project Name:

Willow Bay Open Space Acquisition

Amount Requested:

\$3,000,000.00

% Total Project Costs:

30

All organizations or individuals providing in-kind contributions are required to provide a letter of commitment outlining their contribution(s) as stated in the Project Budget.

Description of Item/Expense	Grant Request	Previous ADCO Award	Applicant Match	Partner Match	In-Kind (funds/services to be provided by applicant or partner)	Total Project Costs
162 Acres--Willow Bay Fee Acquisition	\$3,000,000.00		\$214,099.00	\$6,785,901.00		\$10,000,000.00
<i>Budget Total</i>	<i>\$3,000,000.00</i>		<i>\$214,099.00</i>	<i>\$6,785,901.00</i>		<i>\$10,000,000.00</i>



# Adams County Open Space Project Budget

Revised 12/2011

Date: October 24, 2018

Project Name: Willow Bay Open Space Acquisition

Amount Requested: \$3,000,000.00

% Total Project Costs: 30

Description of Item/Expense	Grant Request	Previous ADCO Award	Applicant Match	Partner Match	In-Kind (funds/services to be provided by applicant or partner)	Total Project Costs
162 Acres—Willow Bay Acquisition	\$2,350,579.00		\$214,099.00	\$6,785,901.00		\$9,350,579.00
Master Planning	\$649,421.00					\$649,421.00
<i>Budget Total</i>	<i>\$3,000,000.00</i>		<i>\$214,099.00</i>	<i>\$6,785,901.00</i>		<i>\$10,000,000.00</i>

## Attachment B - Estimated Project Timeline

Project Name: Willow Bay Open Space Acquisition

Date: 8/1/2016

Timeline should reflect scheduling for each task of your project over the next 24 months. Describe each task of your project and put an X in the column to the right for the month that task will occur.

Description of Task	May 2016	June 2016	July 2016	August 2016	September 2016	October 2016	November 2016	December 2016	January 2017	February 2017	March 2017	April 2017
Execute Option Agreement	X											
Property Appraisal								X				
Apply for GOCO Protect Grant							X					
Apply for AdCo Open Space Grant				X								
Conduct Phase 1 Environmental Assessment									X			
Conduct Title Review	X											
Property Closing												X
Execute Conservation Easement												X

Description of Task												



# Adams County Open Space Project Timeline

Revised 12/2011

Project Name: Willow Bay Property Acquisition/Master Planning

Date: October 24, 2018

Description of Task	November 2018	December 2018	January 2019	February 2019	April 2019	May 2019	June 2019					
RFP for Planning Consultant	X	X										
Select Consultant			X									
Public Master Planning Process			X	X	X	X	X					

Description of Task												



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 26, 2019
<b>SUBJECT:</b> Conservation easement on 38 <sup>th</sup> & Tower property
<b>FROM:</b> Shannon McDowell
<b>AGENCY/DEPARTMENT:</b> Parks and Open Space
<b>HEARD AT STUDY SESSION ON</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO N/A
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the Deed of Conservation Easement for the 38 <sup>th</sup> & Tower property.

### **BACKGROUND:**

On November 13, 2018, the City of Aurora was awarded an Open Space Sales Tax grant equal to 62.8% of the total project cost, up to \$300,000 for the High Line Canal 38<sup>th</sup> Avenue Acquisition project. The project proposed acquiring a 2.7 acre parcel along the High Line Canal to supplement open space along the High Line Canal and create a linear park and buffer for adjacent homes.

Pursuant to the Open Space Policies and Procedures, the City of Aurora is required to encumber the property with a conservation easement because passive funds from the Open Space Sales Tax are contributing to the acquisition. The conservation easement will protect the passive use of the property in perpetuity.

The City of Aurora has a restriction that interest in lands purchased for parks or open space cannot be sold once acquired. Therefore, the city has been working with the current property owner to have the conservation easement placed on the property prior to the City of Aurora purchasing the property. The granting of the conservation easement and sale of the property to Aurora will occur in back to back transactions.

The City of Aurora plans to close on the property in the coming days, so the conservation easement must be executed so that all documents are ready for the real estate transaction. The conservation easement is awaiting final signature by the Chair of the Board of County Commissioners. An exhibit to the conservation easement indicates a baseline report will be

created within one year of the conservation easement being granted. This exhibit also requires a signature, but is a non-contractual agreement that will be signed by staff.

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

Castle Hills Corporation (seller)

City of Aurora (buyer)

**ATTACHED DOCUMENTS:**

Resolution

Deed of Conservation Easement

**FISCAL IMPACT:**

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

**Fund:****Cost Center:**

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

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

**New FTEs requested:** ☐ YES ☐ NO

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

**Additional Note:**

The grant award was approved in public hearing on November 13, 2018. There is no additional fiscal impact.



**RESOLUTION ACCEPTING AND APPROVING THE DEED OF  
CONSERVATION EASEMENT BETWEEN ADAMS COUNTY AND CASTLE  
HILLS CORPORATION FOR THE 38<sup>TH</sup> & TOWER PROPERTY**

WHEREAS, Adams County voters approved an Open Space Sales Tax on November 2, 1999, to be used in accordance with Resolution 99-1; and,

WHEREAS, the City of Aurora received an Open Space Sales Tax grant on November 13, 2018 for the acquisition of the 38<sup>th</sup> & Tower property, which is approximately 2.7 acres in size and located along the High Line Canal; and,

WHEREAS, pursuant to the Open Space Sales Tax Policies and Procedures, upon acquisition of the 38<sup>th</sup> & Tower property, a conservation easement is required to be placed on the property to preserve passive use of the property in perpetuity; and,

WHEREAS, the City of Aurora has a restriction that does not allow any interest in parks or open space land to be sold once it has been acquired; and,

WHEREAS, the City of Aurora has arranged for the seller, Castle Hills Corporation, to grant the conservation easement prior to selling the property to the City of Aurora; and,

WHEREAS, the seller has set a closing date for the property and wishes to encumber the property with a conservation easement prior to the property being purchased by the City of Aurora; and,

WHEREAS, the City of Aurora has requested that Adams County holds the conservation easement; and,

WHEREAS, Adams County wishes to accept the conservation easement; and,

WHEREAS, the conservation easement will be effective as of the date that the easement is recorded with the Adams County Clerk and Recorder.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Deed of Conservation Easement between Adams County and Castle Hills Corporation for the 38<sup>th</sup> & Tower property, a copy of which is attached hereto and incorporated herein by this reference, is hereby accepted and approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to sign said Conservation Easement on behalf of Adams County.

BE IT FURTHER RESOLVED, that Parks and Open Space Department staff is authorized to sign any non-contractual documents necessary to achieve acceptance of the conservation easement.

## **DEED OF CONSERVATION EASEMENT**

38<sup>th</sup> & Tower

THIS DEED OF CONSERVATION EASEMENT is made this \_\_\_\_ day of February, 2019, by Castle Hill Corporation, a Colorado Corporation, having its address at 1520 E. Maplewood Ct. Centennial, CO 80121 (“Grantor”), in favor of the Adams County Board of County Commissioners, a political subdivision of the State of Colorado, having its address at 4430 South Adams County Parkway, Brighton, CO 80601 (“Grantee”).

### **RECITALS:**

A. Grantor is the sole owner in fee simple of approximately 2.7 acres of real property located in Adams County, Colorado, more particularly described in **Exhibit A** attached hereto and generally depicted on the map attached hereto as **Exhibit B**, both of which are incorporated herein by this reference (the “Property”).

B. Upon execution of this Deed of Conservation Easement, Grantor will transfer the Property to the City of Aurora (“Aurora”) and upon transfer of the Property to Aurora, Aurora agrees to assume Grantor’s rights and obligations under this Deed. The Property will be managed by Aurora’s Parks, Recreation and Open Space Department (the “Parks, Recreation and Open Space Department”). Aurora will acquire the Property subject to this Conservation Easement.

C. The Property possesses natural, scenic, open space, educational, and recreational values (collectively, “Conservation Values”) of great importance to Aurora, Grantor, the citizens of Aurora and Adams County, and the people of the State of Colorado. In particular, the Property contains the following characteristics, which are also included within the definition of Conservation Values:

i. Natural: The Property is located adjacent to the historic High Line Canal and serves as a natural buffer to the corridor. The Property is primarily grassland and serves as wildlife habitat for several species including but not limited to migratory songbirds, eastern cottontail rabbits.

ii. Scenic: The Property provides access to and is visible from the High Line Canal greenway corridor, which is actively utilized by residents of Aurora, Adams County, the City & County of Denver, and the State of Colorado.

iii. Open Space: The Property is immediately surrounded to the west, and north by existing open space and park lands and is connected by 71 miles of the High Line Canal to the regional system of trails, greenway corridors and public lands. Protection of the Property enhances the conservation values of the greater area by expanding, buffering and establishing a contiguous landscape of managed open space.

iv. Outdoor Recreation and Education of the General Public: The Property will provide public access for passive outdoor recreation and education, and trail connections to High Line Canal Greenway Corridor for the use and enjoyment of the general public.

D. Grantor intends that the Conservation Values be preserved and protected, and that any uses be prohibited that would substantially diminish or impair the Conservation Values or that otherwise would be inconsistent with the Purpose of this Easement, as defined in Paragraph 1 below. The parties acknowledge and agree that uses expressly permitted by this Easement and the current land use patterns, including, without limitation, those relating to recreation and education existing at the time of this grant, do not significantly impair or interfere with the Conservation Values and are consistent with the Purpose of the Easement.

E. Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values in perpetuity.

F. Grantee is a political subdivision of the State of Colorado with an open space program dedicated to land conservation, and as such qualifies under Sections 170(b)(1)(A)(v) and 170(h) of the Internal Revenue Code of 1986.

G. Grantee is also a governmental entity as required under C.R.S. § 38-30.5-101 et seq.), which provides for conservation easements to maintain land and water in a natural, scenic or open condition, for wildlife habitat, or for agricultural and other uses or conditions consistent with the protection of open land in Colorado.

H. Funding for this project has been provided in part by an Adams County Open Space grant funded by the Adams County Open Space Sales Tax which was passed by the Adams County voters in 1999, and reauthorized in November 2004, to be extended until December 31, 2026. The adopted Adams County Open Space Policies and Procedures require projects receiving passive funds for land acquisition to preserve the Property in perpetuity with a conservation easement. The parties acknowledge Aurora's intent to utilize the property as open space with associated passive recreation uses.

I. Grantee agrees by accepting this Easement to preserve and protect in perpetuity the Conservation Values for the benefit of this and future generations;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, and in particular C.R.S. § 38-30.5-101 et seq., Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in gross in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose. The purpose of this Easement is to ensure that the Conservation Values are preserved and protected in perpetuity (“Purpose”). To effectuate the Purpose of this Easement, Grantor and Grantee intend to permit only uses of the Property that do not substantially diminish or impair the Conservation Values and to prevent any use of the Property that will substantially diminish or impair the Conservation Values. Notwithstanding the foregoing, nothing in this Easement is intended to compel a specific use of the Property other than the preservation and protection of the Conservation Values.

2. Baseline Documentation Report. The parties acknowledge that a written report will be prepared, reviewed, and approved by both parties within one year of the conveyance date of this Easement (the “Baseline Report”). A copy of the Baseline Report shall be kept on file with both parties and by this reference made a part hereof. The parties acknowledge that the Baseline Report is intended to establish the condition of the Property as of the conveyance date of this Easement, and both parties have acknowledged the same in a signed statement, a copy of which is attached hereto as Exhibit C. The parties further agree that the existence of the Baseline Report shall in no way limit the parties’ ability to use other pertinent information in resolving any controversy that may arise with respect to the condition of the Property as of the conveyance date of this Easement.

3. Rights of Grantee. To accomplish the Purpose of this Easement, the following rights are hereby conveyed to Grantee:

- a. To preserve and protect the Conservation Values of the Property;
- b. To enter upon the Property at reasonable times to monitor Grantor’s compliance with and, if necessary, to enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor’s use and quiet enjoyment of the Property;
- c. To prevent any activity on or use of the Property that is inconsistent with the Purpose of this Easement; and
- d. To require the restoration of such areas or features of the Property that may be damaged by any inconsistent use.

4. Reserved Rights. Grantor reserves to Grantor, and to Grantor’s agents, contractors, successors, and assigns, all rights accruing from Grantor’s ownership of the Property, including the right to engage in or permit or invite others, including members of the general public, to engage in all uses of the Property that are not prohibited or restricted herein and that do not substantially diminish or impair the Conservation Values. Without limiting the generality of the foregoing, the Grantor reserves the following:

- a. The right to allow non-commercial, passive recreational activities, such as horseback riding, hiking, cross-country skiing, mountain biking, cycling, picnicking

and other similar low-impact recreational uses, to be enjoyed by the public. Notwithstanding the foregoing, the use of motorized wheelchairs or other mobile devices by disabled persons and other persons as may be required by the Americans With Disabilities Act, on trails and other publicly accessible areas is allowed;

b. Grantor may construct hard or soft surface trails on the Property in a manner that does not substantially diminish or impair the Conservation Values of the Property;

c. The right to manage wildlife under circumstances where public health and safety are in jeopardy and for natural resource purposes in cooperation with Colorado Parks and Wildlife. Grantor may allow trapping as deemed necessary for permitted wildlife management goals, and/or to study threatened or endangered species or species proposed for listing; provided, however, that wildlife management on the Property shall not impair or significantly impact the Conservation Values, nor interfere with the public recreation use of the Property;

d. The right to construct recreational and educational public improvements (the “Public Improvements”), upon advance written approval from Grantee. Public Improvements may include, but are not necessarily limited to:

- (i) A parking area to provide access to the High Line Canal trail
- (ii) Educational kiosks, wayfinding signage and interpretive features;
- (iii) Trash receptacles;
- (iv) Picnic tables;
- (v) Shade structures; and
- (vi) Benches.
- (vii) Nature play
- (viii) Restroom

e. The right to remove and manage noxious and nuisance weeds and vegetation, and to restore the Property to a shortgrass prairie community.

f. Notwithstanding the provisions of Paragraph 5(h) below, Grantor and Grantee acknowledge that the existing driveway on the southwestern edge of the Property provides permanent ingress and egress to the property and the alignment is permitted under this Deed. Should Aurora’s Master Street Plan change in such a way that alters the approved alignment, Aurora shall notify Grantee for review and approval of the modified alignment in accordance with Paragraph 7 below.

5. Prohibited and Restricted Uses. Any activity on or use of the Property inconsistent with the Purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited: or restricted as set forth below:

a. Development Rights. To fulfill the Purpose of this Easement, Grantor hereby conveys to Grantee all development rights deriving from, based upon or attributable to the Property in any way ("Grantee's Development Rights"), except those expressly reserved by Grantor herein, and the parties agree that Grantee's Development Rights shall be held by Grantee in perpetuity in order to fulfill the Purpose of this Easement, and to ensure that such rights are forever released, terminated and extinguished as to Grantor, and may not be used on or transferred off of the Property to any other property or used for the purpose of calculating permissible lot yield of the Property or any other property.

b. Construction of Buildings and Other Structures. The construction of any building, structure or other improvement is prohibited except in accordance with this Paragraph (5).

c. Residential, Recreational, and Commercial Improvements. Under no circumstances shall any new residential structures be constructed on the Property. Under no circumstances shall any new recreational building, structure or improvement be built on the Property, including but not limited to, athletic fields, golf courses or ranges, race tracks, airstrips, helicopter pads, or shooting ranges except as specifically reserved in Paragraph 4(b) and Paragraph 4(d) above. Under no circumstances shall any new commercial buildings, structures, or improvements be built on the Property.

d. Fences. New fences may be constructed on the Property and existing fences may be repaired or replaced for purpose of reasonable and customary management of livestock and wildlife, or for separation of ownership and uses. Construction of fences other than those covered by this subparagraph (d) is prohibited.

e. Subdivision. The Parties agree that the division, subdivision or de facto subdivision of the Property, whether by legal or physical process, into two or more parcels of land or partial or separate interests (including, but not limited to, condominium interests or the partition of undivided interests) is prohibited. At all times the Property shall be owned and conveyed as a single parcel which shall be subject to the provisions of this Easement. Ownership of the single parcel by joint tenancy or tenancy in common is permitted; provided, however, that Grantor shall not undertake any legal proceeding to partition, subdivide or divide in any manner such undivided interests in the single parcel.

f. Timber Harvesting. Trees may be cut to control insects and disease, to control invasive non-native species, and to prevent personal injury and property damage. Dead trees may also be cut for firewood and other uses on the Property. Any commercial timber harvesting on the Property is prohibited.

g. Mining. To the extent allowed by law, the mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance of any kind or description, using any surface mining method is prohibited.

h. Paving and Road and Trail Construction. Except as specifically reserved in Paragraphs 4(b) and 4(d) above, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other paving material, nor shall any road or trail be constructed without Grantee's review and approval.

i. Trash. The dumping or accumulation of any kind of trash or refuse on the Property, including but not limited to household trash and hazardous chemicals, is prohibited. Trash containers used on the Property shall be wildlife resistant to prevent potential human-wildlife conflicts.

j. Motorized Vehicles. Motorized vehicles may be used only in conjunction with activities permitted by this Easement, including activities consistent with the customary management and maintenance of the Property, and in a manner that does not substantially diminish or impair the Conservation Values. Grantor agrees to reclaim the Property if vehicle use causes damage to the Property. Off road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles are prohibited. Notwithstanding the foregoing, the use of motorized wheelchairs or other mobile devices by disabled persons and other persons as may be required by the Americans With Disabilities Act, on trails and other publicly accessible areas is allowed.

k. Commercial or Industrial Activity. No industrial uses shall be allowed on the Property. Commercial uses are allowed, as long as they are conducted in a manner that is consistent with § 170(h) of the United States Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto, are consistent with the Purpose of the Easement, and do not substantially diminish or impair the Conservation Values. Without limiting other potential commercial uses that meet the foregoing criteria, the following uses are allowed:

(1) Fee-based educational or recreational programs for the general public that are formally sponsored or operated by Grantor.

(2) Special use/special events. Use of the Property for special use/events is allowed, as long as the use or event is reviewed and approved through the Parks, Recreation and Open Space Department and the event/use is deemed to be consistent with the Purpose of this Easement

l. Signage or Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property, except for appropriate interpretive signs, park identification signs, park regulations and rules signs, signs regarding the use of the Property for hunting, fishing or other low impact recreational uses, and signs informing the public of the status of ownership. No signs shall significantly diminish or impair the Conservation Values. Grantor shall erect one or more signs visible from the nearest public roadway, or from an alternative location approved by Grantee, identifying Grantee's Grant and investment in this Property to the public.

7. Grantor Notice and Grantee Approval. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the Purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose of this Easement. Where Grantee's approval is required, Grantor shall not undertake the requested activity until Grantor has received Grantee's approval in writing. Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request therefor and submittal of sufficient supporting details as described above. Grantee's approval shall not be unreasonably withheld and may only be withheld only upon Grantee's reasonable determination that the activity as proposed would substantially diminish or impair the Conservation Values or would be inconsistent with the Purpose of this Easement. Such determination shall be evidenced in writing by Grantee to Grantor.

8. Enforcement. If Grantee finds what it believes is a violation of this Easement, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either:

a. Restore the Property to its condition prior to the violation; or

b. Provide a written explanation to Grantee of the reason why the alleged violation should be permitted, in which event both parties agree to meet as soon as possible to resolve their differences. If a resolution cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator to attempt to resolve the dispute. Grantor shall discontinue any activity that could increase or expand the alleged violation during the mediation process. Should mediation fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action. When, in Grantee's opinion, an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values, Grantee may, at its discretion, take appropriate legal action without pursuing mediation. If a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may get an injunction to stop such violation, temporarily or permanently. A court may also issue an injunction to require Grantor to restore the Property to its condition prior to the violation.

9. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, reasonable attorneys' fees, shall be borne by Grantee.



10. No Waiver or Estoppel. Forbearance by Grantee to exercise its rights under this Easement in the event of a violation of any term shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent violation of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any violation by Grantor shall impair such right or remedy or be construed as a waiver. Grantor hereby waives any defense of laches, estoppel, or prescription, including the one year statute of limitations for commencing an action to enforce the terms of a building restriction or to compel the removal of any building or improvement because of the violation of the same under C.R.S. § 38-41-119, *et seq.*

11. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Notwithstanding the foregoing, the Grantor shall take reasonable efforts to prevent third parties from performing, and shall not knowingly allow third parties to perform, any act on or affecting the Property that is inconsistent with the Purpose of this Easement. Notwithstanding the foregoing, Grantor shall be responsible for preventing activities by third parties on or affecting the Property that may violate the terms of this Easement.

12. Access. The general public shall have access to the Property, subject to any regulations by Grantor necessary and appropriate to protect public health and safety.

13. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including weed control and eradication and including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

14. Taxes. As a government agency, Grantor is exempt from taxation. In the event that the Grantor or a subsequent owner of the Property is subject to taxation, Grantor (or its successor-in-interest in the Property) shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

15. Hold Harmless. To the extent allowed by law, Grantor shall hold harmless, indemnify, and defend Grantee and the members, directors, officers, employees, agents, and contractors and the heirs, representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or

judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Paragraph 9 herein; and (3) the presence or release of hazardous or toxic substances on, under or about the Property. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state or local law. Without limiting the foregoing, nothing in this Easement shall be construed as giving rise to any right or ability in Grantee, nor shall Grantee have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended. Nothing herein is intended to be or shall be construed to be a waiver of governmental immunity under C.R.S. Section 24-10-101, *et seq*, as amended.

16. Real Property Interest. This Easement constitutes a real property interest immediately vested in the Grantee, the value of which has not been determined as of this date. Should the Easement be taken for the public use or otherwise terminated according to Paragraph 17 below, Grantee shall be entitled to compensation for its interest, which shall be determined by a qualified appraisal that establishes the ratio of the value of the Easement interest to the value of the fee simple interest in the Property as of the date of the taking or termination (the "Easement Value Ratio"). The Easement Value Ratio shall be used to determine the Grantee's compensation according to the following Paragraph 17.

17. Condemnation or Other Extinguishment. If this Easement is taken, in whole or in part, by exercise of the power of eminent domain, or if circumstances arise in the future that render the Purpose of this Easement impossible to accomplish, this Easement can only be terminated, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other party in writing when it first learns of such circumstances. Grantee shall be entitled to full compensation for its interest in any portion of this Easement that is terminated as a result of condemnation or other proceedings. Grantee's compensation shall be an amount at least equal to the Easement Value Ratio, multiplied by the value of the unencumbered fee simple interest in the portion of the Property that will no longer be encumbered by this Easement as a result of condemnation or termination. Grantee shall use its proceeds in a manner consistent with the conservation purposes of this Easement or in accordance with the passive uses described in Resolution 99-1 which can be found on files with the Adams County Clerk and Recorder's Office at Reception Number C059056.

18. Assignment.

a. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that:

(1) is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder;

(2) is authorized to acquire and hold conservation easements under Colorado law;

(3) agrees in writing to assume the responsibilities imposed on Grantee by this Easement.

b. If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Grantor has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor has adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter.

c. Upon compliance with the applicable portions of this Paragraph 18, the parties shall record an instrument completing the assignment in the records of the county or counties in which the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances.

19. Subsequent Transfers. Grantor shall incorporate by reference the terms and conditions of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property. Except for a transfer of the Property to the City of Aurora, Grantor further agrees to give written notice to Grantee of the transfer of any interest at least forty-five (45) days prior to the date of such transfer and may be required to pay the Grantee an Additional Grantee Refund under Paragraph 20 below. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

20. Additional Grantee Refund. By means of an Adams County Open Space Funds grant ("County Grant"), Adams County has provided partial consideration for Grantor's acquisition of fee title to the Property, and/or partial real estate interest in the Property above and beyond this Easement; therefore, any voluntary sale, conveyance, transfer, or other disposal of all or any portion of Grantor's interest in the Property ("Sale"), excluding any lease of the Property to a third party in the ordinary course of using the Property for permitted purposes, shall constitute a material change to the County Grant that shall require prior written Grantee approval and may require a separate refund to the Grantee of an amount to compensate the Grantee for use of Adams County Open Space Funds (the "Additional Grantee Refund"), in addition to any payment that the Grantee may be entitled to receive under Paragraphs 16 and 17 above.

a. Amount. The amount of the Additional Grantee Refund shall be based

upon a percentage of Grantor's net proceeds from the Sale (which shall be defined as the fair market value of the property being sold in the Sale, minus direct transaction costs) ("Net Proceeds"). The Additional Grantee Refund shall be determined by multiplying the Net Proceeds by sixty two point eight percent (62.8%), Adams County's portion of the original acquisition of fee title to the Property. The Additional Grantee Refund shall be paid to the Grantee in cash or certified funds on or before the effective date of the Sale. Grantee shall use its proceeds in a manner consistent with the conservation purposes of this Easement or in accordance with the passive uses described in Resolution 99-1 which can be found on file with the Adams County Clerk and Recorder's Office at Reception Number C059056.

b. Possible Exception to Refund Requirement. If Grantee, in its sole discretion, determines that the Sale does not significantly alter or impair the conservation purpose of this easement, Grantor may not be required to pay the Grantee an Additional Grantee Refund.

21. Notices. Any notice, demand, request, consent, approval, or communication that either party is required to give to the other in writing shall be either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

Castle Hill Corporation  
1520 E. Maplewood Ct.  
Centennial, CO 80121

and

City of Aurora  
Parks Recreation and Open Space Department  
15151 E. Alameda Parkway, Suite 4600  
Aurora, Colorado 80012

and

City of Aurora  
c/o: Real Property Services  
15151 E. Alameda Pkwy., Suite 3200  
Aurora, Colorado 80012

To Grantee:

Adams County  
4430 South Adams County Parkway  
Brighton, CO 80601

or to such other address as either party from time to time shall designate by written notice to the other.

22. Grantor's Title Warranty. Grantor warrants that Grantor has good and sufficient title to the Property and hereby promises to defend the same against all claims whatsoever.

23. Recording. Grantor shall record this instrument in a timely fashion in the official records of each county in which the Property is situated, and may re-record it at any time as may be required to preserve its rights in this Easement.

24. General Provisions.

a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Purpose of this Easement and the policy and purpose of C.R.S. §38-30.5-101, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

e. Joint Obligation. The obligations imposed upon the Grantor and Grantee of this Easement shall be joint and several in the event that more than one entity or individual holds either interest at any given time.

f. Non-Merger. If Grantee wishes to acquire fee title to the Property or any additional interest in the Property (such as a leasehold), Grantee must first transfer the Easement to another qualified organization consistent with Paragraph 18 above.

g. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and

their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

h. Termination of Rights and Obligations. Provided a transfer is permitted by this Easement, a party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

i. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

j. No Third-Party Beneficiaries. This Easement is entered into by and between Grantor and Grantee, and is solely for the benefit of Grantor, Grantee, and their respective successors and assigns for the purposes set forth herein and does not create rights or responsibilities in any third parties beyond Grantor, Grantee.

k. Amendment. If circumstances arise under which an amendment to or modification of this Easement or any of its exhibits would be appropriate, Grantor and Grantee may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) does not affect the perpetual duration of the restrictions contained in this Easement, (c) does not affect the qualifications of this Easement under any applicable laws, and (d) complies with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time. Any amendment must be in writing, signed by both parties, and recorded in the records of the Clerk and Recorder of the county or counties in which the Property is located. In order to preserve the Easement's priority, the Grantor shall obtain subordinations of any liens, mortgages, easements, or other encumbrances. Nothing in this paragraph shall be construed as requiring Grantee to agree to any particular proposed amendment.

l. Change of Conditions. A change in the potential economic value of any use that is prohibited by or inconsistent with this Easement, or a change in any current or future uses of neighboring properties, shall not constitute a change in conditions that makes it impossible for continued use of the Property for conservation purposes and shall not constitute grounds for terminating the Easement in whole or in part.

m. Authority to Execute. Each party represents to the other that such party has full power and authority to execute, deliver, and perform this Easement, that the individual executing this Easement on behalf of said party is fully empowered and authorized to do so, and that this Easement constitutes a valid and legally binding obligation of said party enforceable against said party in accordance with its terms.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have executed this Deed of Conservation Easement on the day and year first written above.

**GRANTOR:**

CASTLE HILL CORPORATION,  
a Colorado Corporation\_\_\_\_\_

By:\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ACKNOWLEDGMENTS

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of February, 2019, by \_\_\_\_\_, \_\_\_\_\_ of Castle Hill Corporation, a Colorado corporation.

NOTARY PUBLIC

My commission expires:

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**GRANTEE:**

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Steven J. O'Dorisio, Chair

\_\_\_\_\_  
Date

**ATTEST:**

JOSH ZYGIELBAUM,  
CLERK AND RECORDER

Approved as to form:

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Adams County Attorney's Office

**EXHIBIT A**  
(Property Description)

**PARCEL B:**

COMMENCING AT THE PREVIOUSLY DESCRIBED "POINT A"

THENCE ALONG A LINE PARALLEL WITH AND DISTANT 2,143.50 FEET EASTERLY FROM THE WESTERLY LINE OF SAID SOUTHWEST QUARTER SOUTH 00°00'18" EAST, A DISTANCE OF 141.51 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID HIGHLINE CANAL AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID PARALLEL LINE SOUTH 00°00'18" EAST, A DISTANCE OF 665.49 FEET TO SAID NORTHERLY RIGHT-OF-WAY OF EAST 38TH AVENUE BEING A LINE PARALLEL WITH AND DISTANT 60.00 FEET NORTHERLY FROM THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, SOUTH 89°05'29" WEST, A DISTANCE OF 60.59 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID HIGHLINE CANAL;

THENCE ALONG THE SOUTHERLY AND SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING EIGHT (8) COURSES:

1. NORTH 41°06'59" WEST, A DISTANCE OF 44.76 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 452.65 FEET;
2. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°22'30", AN ARC LENGTH OF 176.77 FEET;
3. NORTH 18°44'29" WEST, A DISTANCE OF 101.62 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 235.57 FEET;
4. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°42'33", AN ARC LENGTH OF 150.93 FEET;
5. NORTH 17°58'01" EAST, A DISTANCE OF 9.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 357.03 FEET;
6. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°05'46", AN ARC LENGTH OF 193.77 FEET;
7. NORTH 49°03'46" EAST, A DISTANCE OF 48.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 172.64 FEET;
8. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°12'42", AN ARC LENGTH OF 75.97 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2.467 ACRES, (107,463 SQUARE FEET), MORE OR LESS.

**EXHIBIT B**  
(Property Map)



**EXHIBIT C**  
(Baseline Documentation Acknowledgement)

Grantor and Grantee acknowledge that the Baseline Documentation Report for the 2.7 acre, more or less, 3800 Tower Property will be created within one calendar year from the date this Easement is recorded with the Adams County Clerk and Recorder's Office.

GRANTOR

GRANTEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 26, 2019
<b>SUBJECT:</b> Resolution approving employee manual updates
<b>FROM:</b> Amy Jones, People and Culture Services Manager
<b>AGENCY/DEPARTMENT:</b> People and Culture Services
<b>HEARD AT STUDY SESSION ON:</b> February 12, 2019
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> Approve resolution

### **BACKGROUND:**

The People Services (fka Human Resources) Department maintains the Adams County Employee Manual. Approximately every other year, in conjunction with the County Attorney's Office, the manual is reviewed for modernization and improvements. In doing so, collaboration with Department Directors, Deputy County Managers, the County Attorney and the County Manager took place. A draft of the new policies and the Executive Summary of Changes Document was sent to each Elected Office (that has adopted our manual) and Department, and we provided a window to receive feedback and comments in relation to the proposed changes. The changes were proposed and approved at the February 12, 2019 study session.

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

All County Departments and Offices following the Employee Manual

### **ATTACHED DOCUMENTS:**

Summary of changes  
Updated Employee Manual

**FISCAL IMPACT:**

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

**Fund:****Cost Center:**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENTS TO THE ADAMS COUNTY EMPLOYEE  
MANUAL

WHEREAS, the Board of County Commissioners has previously adopted the Adams County Employee Manual (“Employee Manual”) which contains the official personnel policies and procedures pertaining to employees of Adams County as defined in the Employee Manual; and,

WHEREAS, the Board of County Commissioners has reserved the right to change or amend the Employee Manual at any time at its discretion; and,

WHEREAS, the Board of County Commissioners has reviewed the Employee Manual and has determined that it is necessary to clarify and/or amend certain policies; and,

WHEREAS, necessary clarifications and/or changes have been made to the following policies, which are on file with the Adams County Department of Human Resources and on the County’s intranet site, and which are incorporated herein by reference as Exhibit A:

1.1(2) Anti-Harassment

1.1(3) Anti-Retaliation

1.2 Reporting and Investigation of Discrimination, Harassment, or Retaliation

1.3 Pregnancy Accommodation

1.4 Disability and Religious Accommodation

1.5 Workplace Conduct

1.6 Anti Violence

1.7(1) Computer and Internet Use

1.7(2) Social Media

1.8 Discipline and Appeal

2.1(1) Hours of Work

2.1(2) Teleworking

2.3 Access to County Property

2.5 Motor Vehicle Safety

2.6 Probationary Period

2.7 Performance Appraisal

2.8(1) Separation from County

2.9 Reduction in Workforce and Recall

3.1(1) Health Insurance

3.1(2) Life and Disability Insurance

3.3(1) Workers’ Compensation

3.3(2) Safety

3.4(1) Annual Leave

3.4(2) Sick Leave

3.4(3) Holidays

3.5(1) Family and Medical Leave

3.5(2) Paid Parental Leave

3.5(3) Military Leave

3.6(1) Compensatory Time

3.6(2) Administrative Leave

3.6(3) Leave Without Pay

3.7(2) On-Call

3.8 Payroll Deductions and Pay Day

4.2 Rates of Pay

4.3 Recruitment and Selection

4.4 Background Investigations

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that the amendments to the Adams County Employee Manual, which are on file with the Adams County Department of Human Resources, on the County's intranet site, and attached hereto as Exhibit A and incorporated herein by this reference, are hereby approved, and the Adams County Employee Manual is amended accordingly.

BE IT FURTHER RESOLVED, that the effective date of these amendments to the Adams County Employee Manual is March 1, 2019.



# Employee Manual Update: Summary of Proposed Changes

Effective March 2019

## 1.5 Workplace Conduct

- Added the word “norms” to the statement: “Therefore, it is the responsibility of each Adams County employee to serve the citizens and fellow employees in a courteous and efficient manner, consistent with the County’s Mission, Vision, Values, *Norms* and Goals, along with the County’s Code of Ethics.”

## 1.7(1) Computer and Internet Use

- Added the following to prohibited uses:
  - Attempting to access restricted content or bypass security restrictions by use of proxies or Virtual Private Networks (VPNs).
  - Connecting personally owned devices directly to the County network via Ethernet port (wall jack), Admin-Employee Wireless, or to county issued equipment USB, Ethernet or Bluetooth without authorization from ITi Director. All personal devices must be authorized and comply with the Adams County Personal Computing Device Policy (BYOD).  
<https://myadams/ITI/Pages/ITPolicies.aspx>
  - Using excessive bandwidth for non-business related tasks. Excessive bandwidth usage includes personal internet or network usage that interferes or disrupts with County operations. Excessive bandwidth usage could be a result of video and music streaming, large internet uploads or downloads, and cloud file storage services (e.g. DropBox and GoogleDrive). Users and/or managers will be notified by ITi if they are using Excessive bandwidth. In an effort to protect County operations, ITi may temporarily block internet access from devices as necessary.
- Updated the webpage link.
- Under Security, added “Employees who do not follow ITi policies and Procedures in their use of County computer systems, or are otherwise negligent in regard to security procedures, will be subject to discipline, up to and including termination.
- Under Monitoring, added as a reason to access, monitor and disclose the contents of an employee’s computer: “To investigate possible cyber security threats.”

## **1.7(2) Social Media**

- Changed Office of Public Information to Communications Department.

## **2.1(1) Hours of Work**

- Clarified that employees must attend work for county operations to run smoothly.
- Removed the word “unexcused” and replaced it with “excessive unplanned.”

## **2.1(2) Teleworking**

- Removed the Risk Manager from the approval process and referred employees to the Risk Manager for consultation.

## **2.5 Motor Vehicles**

- Extended the length of time for major driving violations from three (3) years to five (5) years.
- Extended the look back period from three (3) years to five (5) years.
- Added language that the County can obtain MVR information at any time for employees and volunteers.
- Added language that disciplinary action can be taken if an employee is exhibiting driving behavior that is deemed to place people or property at undue risk.

## **2.8(1) Separation from the County**

- Added language that states “Except in rare circumstances and during the PDC process, an employee’s last day shall be his or her last physical day worked.”

## **2.9 Reduction in Force and Recall**

- Clarified that grant/federal funded departments and offices are required to follow the policy and prospects for funding restoration should be considered when determining the size and scope of a layoff.
- Added “and Recall” to the title of the policy
- Added language for reemployment after a layoff:
  - **Reemployment after Layoff**

There will be no right of reemployment for employees who have been terminated due to a reduction in force. However, employees who have been subject to a reduction in force per this policy will be given preferential treatment

when applying for an open County position within six months of their termination date. Preferential treatment includes, but is not necessarily limited to, a guaranteed interview for positions that the laid off former employee meets the minimum qualifications and has relevant experience. Laid off former employees must contact People and Culture Services after submitting their application for an open position to receive preferential treatment.

Employees who are rehired within 60 days shall keep their previous hire date for purposes of leave accruals.

- Created headings for clarity and flow.

### **3.1 Long Term Disability Insurance – (renamed Health Insurance)**

- Moved Long Term Disability and combined it with Short Term Disability and Life Insurance in the next policy (3.2).
- Created a new policy 3.1 Health Insurance, which provides clarity on the enrollment periods, loss and continuation of coverage, and other specific details associated with health insurance
- Removed the “inactive status” that exists currently under the LTD policy.
- Added retiree healthcare provisions

### **3.1(2) Short Term Disability Insurance - (renamed Life and Disability Insurance)**

- Renamed and combined this policy with Long Term Disability into the Life and Disability Policy.
- Revised completely to reflect current process and provide additional information on the specifics of STD, LTD and Life insurance programs.

### **3.3 (1) Workers' Compensation - (renamed Workers' Compensation Coverage and Injury Leave)**

- Renamed the policy to Workers' Compensation Coverage and Injury Leave.
- Rewrote the policy to reflect current process and provide additional information on injury leave.

### **3.4(1) Annual Leave (Vacation)**

- Changed: “Active status employees accrue annual leave during months in which they work, or are in an approved paid leave status, for at least fifty percent (50%) of the pay period” to “To receive annual leave accruals for the month, employees must work in or be in an approved paid leave status, for at least fifty percent (50%) of the pay period.” This change was requested by payroll to match the language in the Sick Leave Policy.

### **3.5(1) Family and Medical Leave**

- Revised for better understanding and clarity.
- Clarified that the rollback period for FMLA eligibility is measured backward from the date an employee uses any FMLA leave.

### **3.5(2) Paid Parental Leave**

- Added new Policy to support the pilot program – effective 4/1/2019 – 4/1/2020.

### **3.5(3) Military Leave**

- Added the word “calendar” to the statement “For employees who are called to active military duty for more than 30 consecutive *calendar* days.”
- Changed *optional* life insurance to *voluntary* life insurance.

### **3.6(1) Compensatory Time**

Added language consistent with overtime for clarification: “Only regular hours worked and scheduled holidays shall be used for the purpose of computing compensatory time.”

### **3.6(2) Administrative Leave**

- Created three types of administrative leave and clarified what each type is used for:
  - Exempt Employees
    - As a way to remain competitive in the market, all exempt employees are eligible for one (1) administrative day off per month. Employees cannot accumulate exempt administrative leave and it will not be paid out at any time. Exempt employees must be in a paid status for more than half of the month to earn their exempt administrative leave for that month.
  - Incentive
    - Incentive administrative leave may be provided to employees for doing work that extends beyond the scope of their normal job duties or for working a significant amount of extra hours on a project. This must be approved by the department director and should only be provided in special circumstances.
  - Inquiry
    - An employee may be placed on administrative leave pending an investigation or to allow the county to look into a specific situation. This is not a disciplinary action in itself but allows for the county to conduct a thorough investigation. An employee may also be on investigatory

administrative leave during the Pre-Disciplinary process and/or appeal process.

### **3.6(3) Leave Without Pay**

- Changed “Personal Leave of Absence” to “Leave of Absence” and removed the word “personal” throughout the policy.
- Removed the one year of service requirement to accommodate probationary employees with serious health conditions.
- Added the statement: “Taking leave without pay while in a probationary period may extend an employee’s probationary period until actual time worked is equivalent to a twelve month period.”
- Added “or are not eligible for FMLA” to the sentence “A leave of absence is intended to provide for employees who encounter a personal or medical issue and have exhausted protected leave (such as FMLA) *or are not eligible for FMLA* and believe that they could return to work...”
- Added the words “without pay” to the sentence “It is the employee’s responsibility to pay their portion of the insurance coverage while on leave *without pay*.”
- Removed the section that states that the county may recover the costs for continuing insurance coverage if an employee does not return from leave without pay.

### **3.7(2) On-Call**

- Added “and the plan should also detail any associated rate of pay” to the following: “Each department shall have a written on-call duty plan that will be approved by the County Manager’s Office and on file in People and Culture Services and Payroll. This plan should detail the specific course of action to be followed by employees when they are assigned to be on-call, *and the plan should also detail any associated rate of pay.*”

### **4.3 Recruitment and Selection**

- Extended the eligibility list from 90 days to 180 days.
- Extended interviewed candidates eligibility from 60 days to 90 days.

### **4.4 Background Investigations**

- Added as new policy: documented what our process has been and created a formal policy.

## **Overall Changes:**

- Changed Human Resources to People and Culture and referred to Director of People Services and Director of Culture Services where necessary
- Changed language, grammar, punctuation, and formatting to follow APA Style standards.
  - APA Style is a writing style and format for academic documents such as scholarly journal articles and books. The guidelines were developed to aid reading comprehension in the social and behavioral sciences, for clarity of communication, and for "word choice that best reduces bias in language."

It is described in the style guide of the American Psychological Association (APA). APA Style was first developed in 1929 by a group of social scientists who wished to establish sound standards of communication. Since that time, it has been adopted by leaders in many fields and has been used by writers around the world.

## **1.5: Workplace Conduct**

This policy applies to all employees.

### **POLICIES AND PROCEDURES**

Adams County's goal is to ensure employee professionalism and civility, and to prohibit hostility in the workplace. Therefore, it is the responsibility of each Adams County employee to serve the citizens and fellow employees in a courteous and efficient manner that is consistent with the County's Mission, Vision, Values, Norms, and Goals, in addition to the County's Code of Ethics.

The County expects all employees to observe the highest standards of conduct and integrity in the performance of work-related duties. Creating and maintaining good relations with the public and fellow employees is of primary importance. Behavior that unnecessarily increases any workplace disagreement or workplace tension is unacceptable. All employees are expected to assist in resolving rather than escalating workplace issues. Workplace bullying, including behavior that intimidates, degrades, offends, or humiliates another employee (whether alone or in front of others), is prohibited. Bullying behavior creates feelings of defenselessness in the target and undermines an individual's right to dignity at work.

Further, intentional efforts to harm the reputation or question the integrity of another employee in any manner that is designed to or that does negatively and unnecessarily affect the workplace, violates this standard of acceptable workplace conduct. Any inappropriate behavior, language, jokes, or the use of social media, emails, or text messages that creates an unprofessional workplace environment, even if it does not violate the County's Anti-Harassment, Anti-Retaliation, or Anti-Violence policies, will not be tolerated.

## 1.6: Anti-Violence

This policy applies to all employees.

### POLICIES AND PROCEDURES

It is the policy of Adams County to provide a work environment that is free of threats of violence or violent acts. This includes, but is not limited to, threatening or hostile behaviors, physical abuse, vandalism, arson, sabotage, use of unauthorized weapons or guns, or carrying weapons or guns that are not required for a work-related activity onto County property. Employees shall not carry concealed weapons while working, with the exception of law enforcement, unless they are required for work and authorized by the County Manager. Additionally, offensive comments or actions in response to violent events and/or behaviors will not be tolerated.

If management has reason to suspect that an employee may be in violation of this policy, Adams County reserves the right to inspect and search any County vehicles, lockers, desks, filing cabinets, files, computers and disks, or any other County property at any time without notice. Any illegal and unauthorized items discovered may be taken into custody, used as evidence in a personnel investigation, and will be turned over to law enforcement representatives. Any employee who refuses to submit to a search will be subject to disciplinary action, up to and including, termination under the Discipline and Appeal Policy 1.8.

#### Reporting and Investigation

Any employee who feels that he or she has been subjected to any threatening or violent behaviors such as the ones listed above **must immediately** report the incident to a manager or supervisor and to People Services. The situation will be investigated promptly by People Services and the County Attorney's Office. Participation in an investigation undertaken under this policy is mandatory; an employee's refusal to participate in such an investigation will be cause for disciplinary action, up to and including, termination of employment under the Discipline and Appeal Policy 1.8.

An employee, who has knowledge of or observes conduct such as that listed above, **must immediately** contact the People Services Department. If an employee's safety or health is in serious jeopardy or if an employee observes another co-worker's safety is in immediate jeopardy, the employee must contact the proper law enforcement authorities without delay, and then contact the Human Resources Department as soon as possible. Managers or supervisors should refer to the Reporting Checklist located on the Intranet.

## 1.6: Anti-Violence (continued)



Employees, who are found to have engaged in threatening, hostile, or violent behavior in violation of this policy, shall be subject to disciplinary action as set forth in the Discipline and

Appeal Policy 1.8. Other actions, including notification of appropriate law enforcement agencies, may be taken in response to a violation of this policy.

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

This policy applies to all employees.

### **POLICIES AND PROCEDURES**

#### **Appropriate Use(s)**

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 provide an effective method to engage in work-related communication, and to perform job-related research tasks. However, 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 the following:

- Accessing external resources to obtain work-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 work-related functions.
- Communicating with other County employees about work-related issues.
- 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 that would violate federal, state, and local law, regulation, or ordinance, or that would violate policies in section one 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, in addition to 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 that requires a fee without prior appropriate approval.
- Representing oneself as another user or employee.
- Attempting to access an unauthorized system.
- Attempting to access restricted content or bypass security restrictions by use of proxies or Virtual Private Networks (VPNs).
- Giving your password to someone without written supervisor approval that must be received by the ITi Department.
- Attempting to intentionally bypass security safeguards deployed on County systems and/or networks.
- Connecting County equipment to cellular networks (e.g. tethering or hotspots) in order to bypass County network protections.
- Connecting personally owned devices directly to the County network via Ethernet port (e.g., wall jack), Admin-Employee Wireless, or County issued equipment (e.g., USB, Ethernet or Bluetooth) without authorization from ITi Director. All personal devices must be authorized and comply with the Adams County Personal Computing Device Policy (BYOD): <https://myadams/ITI/Pages/ITPolicies.aspx>
- Using excessive bandwidth for non-business related tasks. Excessive bandwidth usage includes personal internet or network usage that interferes or disrupts with County operations. Excessive bandwidth usage could be a result of video and music streaming, large internet uploads or downloads, and cloud file storage services (e.g. DropBox and GoogleDrive). Users and/or managers will be notified by ITi if they are using excessive bandwidth. In an effort to protect County operations, and citizen access to County resources, ITi may temporarily block internet access from devices as necessary.

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

If an employee is in doubt whether or not an electronic media use is prohibited, the employee should consult with a supervisor, department director, elected official, or a representative from People and Culture Services. .

### **Security**

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

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

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

Employees who do not follow ITI policies and procedures in their use of County computer systems, or are otherwise negligent in regard to security procedures, will be subject to discipline, up to and including termination.

### **Cloud Based Storage and Transmission**

Employees may only use cloud based storage to facilitate their ability to perform duties as an employee of Adams County. Employees must not use any form of cloud based storage as a primary or permanent storage mechanism; any final versions of work must be appropriately stored on Adams County networks.

Cloud based storage may not be used to store any sensitive or confidential information. Sensitive information for this purpose is any information that is not properly protected from unauthorized use and/or disclosure, and that could potentially damage the County, employees of the County, citizens, or any other interested parties. Confidential information includes social security numbers, medical information, information about child, and welfare cases; this type of information should never be stored on cloud based systems without explicit authorization from ITI.

Employees who use cloud based storage are responsible for ensuring that adequate protections are in place, such as password protection, to prevent cloud based information is protected.

For acceptable use of Adams County Office 365 for transmission and storage, see the Office 365 Policy at <https://myadams/ITI/Pages/ITPolicies>

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

### **Monitoring**

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

- To investigate suspected misuse of electronic media;
- To respond to investigations that are 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;
- To access information in the employee's computer system when the employee is unavailable;
- To investigate possible cyber security threats; and
- To respond to a request under the Colorado Open Records Act.

All requests for access to another employee's County email or electronic files must be made through ITI. The Director of People Services or designee must approve any request for access before such access is provided.

### **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 must not conflict with other prohibitions in this policy.

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

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

Employees, who use cloud based document storage, must ensure that all public documents are appropriately stored on the existing Adams County technology network for purposes of inspection and disclosure to the public.

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

### **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.

## **1.7(2): Social Media**

This policy applies to all employees.

### **POLICIES AND PROCEDURES**

*Social media* includes all means of communicating or posting information or content of any sort on the Internet, including an employee's or someone else's blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or chat room, whether or not associated or affiliated with the County, as well as any other form of electronic communication.

#### **Know and follow the rules**

Employees shall carefully read the Employee Manual, including the policies in Section 1, and ensure that their social media postings are consistent with these policies. Inappropriate postings, including discriminatory remarks, harassment, threats of violence or similar inappropriate or unlawful conduct, that violate these employment policies will not be tolerated and may subject employees to disciplinary action, up to and including termination.

#### **Be respectful**

Employees shall keep in mind that they are more likely to resolve work-related complaints by speaking directly with co-workers, supervisors, or a representative from People and Culture Services than by posting complaints to a social media outlet. Nevertheless, if employees decide to post complaints or criticism, they shall avoid using statements, photographs, video or audio that could reasonably be viewed as malicious, obscene, threatening or intimidating, that disparage others, or that might constitute harassment or bullying.

#### **Be honest and accurate**

Employees shall make sure that they are always honest and accurate when posting information, and that if mistakes are made, they are corrected quickly. Employees shall never post any information or rumors that they know to be false about the County, fellow employees, or others with whom they have a working relationship.

#### **Do not disclose confidential information**

Employees may not share confidential information that is learned while performing their official duties. Disclosure of confidential information in social media may subject employees to disciplinary action, up to and including termination.

## **1.7(2): Social Media (continued)**

### **Express only personal opinions**

Employees shall never represent themselves as a spokesperson for the County. If the County is a subject of the content created by employees, employees should be clear and open about the fact that they are an employee and they are not speaking on behalf of the County.

### **Using social media at work**

The use of social media at work should comply with the Policies in this manual and, specifically, with the “Personal Use” section of Policy 1.7(1).

### **Retaliation prohibited**

The County prohibits taking negative action against any employee for the good-faith reporting of a possible deviation from this policy or for cooperating in an investigation.

### **Media contacts**

Employees shall not speak to the media on the County’s behalf without contacting the Communications Department. All media inquiries should be directed to the Communications Department.



## **1.8: Discipline and Appeal**

This policy applies to employees who are in regular, grant funded and part time 3 positions and who have completed the twelve (12) month probationary period.

### **POLICY**

The following includes, but is not limited to, conduct which may lead to disciplinary action, up to and including, termination:

- A. Violation of an Adams County policy and/or procedure, or conviction of a crime or violation of the Adams County Code of Ethics;
- B. Neglect of duty or failure to perform assigned job duties or unsatisfactory performance of job duties;
- C. Insubordination or refusal to comply with management's lawful instruction;
- D. Falsification of personnel records, time cards, financial documents, or other County records or documents; carelessness or negligence with monies or property of the County; theft or intentional destruction of County property; removal of county property, including documents, without permission; or
- E. Failure to obey additional internal rules as may be established by the department director.

An employee's failure to maintain required qualification/eligibility for a position is not considered to be a disciplinary issue; employment actions taken in response to such failure to maintain his/her qualifications/eligibility for a position are not subject to Policy 1.8. People and Culture Services, in consultation with the department director, will determine whether or not an employee is qualified/eligible for his/her position.

Generally, to be deemed qualified or eligible for a position with the County, an employee must meet all the qualification/eligibility requirements that are listed in the relevant job description or required by law. If any of the following occurs, an employee is no longer qualified/eligible for his/her position:

- Losing a required license/certification;
- Not completing or following the written conditions of an appointment or promotion to a position; or
- Creating a conflict of interest (including entering a romantic relationship that violates the Code of Ethics).

## **1.8: Discipline and Appeal (continued)**

### **PROCEDURES**

Supervisors or managers are responsible for managing the performance and behavior of their employees. When performance and/or behavioral issues exist, supervisors or managers should take immediate action to address the situation.

Depending upon the severity and/or frequency of the performance and/or behavioral issue, a supervisor or manager could take any of the following disciplinary action(s):

- Verbal Warning
- Written Reprimand
- Performance Improvement Plan
- Suspension without Pay
- Disciplinary Demotion
- Termination

The severity of the offense may preclude the application of progressive discipline. All disciplinary decisions shall be made in consultation with People and Culture Services..

#### **Verbal Warning**

A verbal warning may be warranted if the infraction is minor and not habitual. The supervisor or manager should verbally advise the employee of the performance or behavioral issue(s) that is the basis of the warning. This action, although verbal in nature, must be documented in writing.

#### **Written Reprimand**

A written reprimand may be warranted if the severity/frequency of the infraction is more than minor. A written reprimand should identify to the employee the performance and/or behavior issue(s), and/or the policy that has been violated, whichever is applicable. The document shall contain the employee's and the supervisor's signature.

#### **Performance Improvement Plan (PIP)**

A Performance Improvement Plan (PIP) may be used to assist the employee in improving his/her performance. A PIP must indicate the job task(s) that need to be improved and the time frame, usually 30, 60 or 90 days, in which to improve his/her behavior. The PIP must also identify the supervisor's or manager's expectations regarding an acceptable level of performance and/or when goals are required to be completed. Supervisors or managers should provide employees with weekly or bi-

## **1.8: Discipline and Appeal (continued)**

monthly feedback on their progress towards meeting the supervisors or managers expectations.

A PIP is usually given for a specific period of time; however, if performance continues to decline, the supervisor or manager, in consultation with People and Culture Services., may end the plan and commence with further disciplinary action.

### **Suspension without Pay**

Department directors, in consultation with People and Culture Services., are responsible for administering disciplinary actions that impact pay and/or employment status. Suspensions of five (5) days (forty (40) hours) or less are not subject to a pre-disciplinary conference or the appeal process. Suspensions greater than five (5) days or forty (40) hours are subject to the pre-disciplinary conference process (PDC).

### **Disciplinary Demotion**

An employee may be demoted to a position at a lower grade-level based on poor performance or other disciplinary problems. An employee who is demoted shall immediately begin working in the assigned position. Adams County Policy 4.2 (Rates of Pay) addresses the calculation of the reduction in pay associated with a demotion.

### **Termination**

An employee's employment with the County may be terminated.

### **Refusal to sign**

For disciplinary documents that must be signed by the employee per this policy, an employee's signature does not constitute agreement, but acknowledges receipt of notification. An employee's refusal to sign disciplinary documents shall be noted on the document.

An employee will still be held accountable for the items identified in the disciplinary document even if he/she refuses to sign the reprimand.

### **Disciplinary Documents**

All disciplinary documents shall be prepared in consultation with People and Culture Services. and should include the following:

- The performance and behavioral issues(s) being addressed
- The supervisors or managers expectations and/or what constitutes an acceptable

## **1.8: Discipline and Appeal (continued)**

level of performance going forward

- A statement identifying the consequences of what will occur if the employee's performance or behavior does not improve
- A signature block that indicates, an employee's signature does not constitute agreement, but acknowledges receipt of notification

### **Personnel File**

All disciplinary documents must be forwarded to People and Culture Services to be included in the employee's personnel file.

### **Appeal**

Employees are not entitled to appeal the disciplinary action of a supervisor or manager, unless they go through a pre-disciplinary conference.

## **PRE-DISCIPLINARY CONFERENCE (PDC) PROCESS**

Pre-disciplinary Conferences (PDC) are scheduled for all disciplinary actions in which the disciplinary action under consideration is:

- Suspension of more than five (5) days or forty (40) hours,
- Disciplinary demotion, or
- Termination.

Prior to the PDC, an employee shall be given notice of the allegations, the factual basis supporting the allegations, and the date and time of the PDC. A PDC allows an employee the opportunity to provide any relevant mitigating circumstances and/or facts which refute the allegation(s) that have prompted the PDC.

When an employee has been scheduled for a PDC, he/she may be placed on paid administrative leave. During this time, all benefits remain in effect, and there shall be no access to county property. While the employee is on administrative leave, the employee must be available to the County during business hours. Paid leave status shall end when the department director or elected official renders a decision.

PDCs shall be scheduled and held within seven (7) working days following notification to the employee that a PDC has been scheduled. PDC's shall be conducted by the employee's department director (or designee, in rare and special circumstances) and the Director of People Services Director (or designee).

## **1.8: Discipline and Appeal (continued)**

### **Postponement**

A PDC may only be postponed once at the employee's request.

### **Third party representative and/or attorney**

The employee may have a representative present to consult with him/her at the PDC. The representative may not participate or speak at the PDC.

### **Director's decision**

In the event that a department director finds that the allegations are valid, the director has the discretion to determine what disciplinary action is appropriate. The director shall deliver a written decision to the employee within five (5) working days of the PDC.

### **Abandonment of the pre-disciplinary conference process**

Employees who resign while awaiting disciplinary action or proceedings forfeit their right to an appeal. If an employee fails to appear at the PDC, he/she will have abandoned the disciplinary process and the proposed disciplinary action will go into effect, unless the employee provides good cause for nonappearance to the director in writing prior to the time of the hearing or unless extraordinary circumstances are demonstrated. Whether or not good cause has been established shall be determined by the director in consultation with People and Culture Services.

### **Appealing the director's decision**

If an employee wishes to appeal, he/she shall provide written notice of intent to appeal the department director's decision to the Director of People Services within five (5) working days of the date of the department director's decision. An employee, who has been terminated from County employment as a result of a PDC and is utilizing the appeal process, shall be placed in a paid leave status until the date that the hearing officer renders a decision. During this time, all benefits remain in effect, and there shall be no access to County property. Paid leave status shall end when the hearing officer renders a decision or if the appeal process is abandoned.

Failure to appeal the department director's decision within this time frame shall be deemed acceptance of the discipline imposed at the PDC.

### **Final appeal with an independent hearing officer**

Appeals of the director's decision shall be conducted by an independent hearing officer designated by the County Attorney's Office. Both the employee and County may be represented at the appeal hearing at their own expense.

## **1.8: Discipline and Appeal (continued)**

There will be no discovery in the form of interrogatories, requests for documents, or depositions. Information to be provided to the employee or his/her counsel shall be limited to the documents presented at the pre-disciplinary conference and other personnel file documentation deemed relevant by the department director and People and Culture Services.

The appeal shall be scheduled within thirty (30) days after receipt of the notice of appeal.

### **Abandonment of the appeals process**

Failure to cooperate with scheduling of the hearing or provide requested information for a hearing may constitute abandonment of the appeal process. Also, if the employee fails to appear at the hearing, this shall constitute abandonment of the appeal process and relinquishment of the appeal, unless good cause for non-appearance is received prior to the time of the hearing or unless extraordinary circumstances are demonstrated.

### **Postponement**

Hearing officers shall be authorized to grant a single continuance of no more than one (1) week.

### **Hearing officer's decision**

The hearing officer shall issue his/her written decision within fifteen (15) days of the conclusion of the hearing. The hearing officer may sustain the disciplinary actions, rescind them, or impose alternative discipline. The hearing officer shall sustain the county's disciplinary action unless it determines that the county's decision was arbitrary and capricious.

No disciplinary action subject to the appeal process shall be deemed a final decision of the County until either the hearing officer issues a written decision or an employee abandons the appeal process.

## **2.1(1): Hours of Work**

This policy applies to all employees.

### **POLICIES AND PROCEDURES**

Department directors are responsible for scheduling employees in full-time and part-time positions. Except in cases of emergency, employees shall be scheduled to work with regular starting and ending times. Unless otherwise provided by the department director, the standard hours to be worked are from 8:00 a.m. – 4:30 p.m.

#### **Alternative Work Schedules**

Adams County offers Alternative Work Schedules as a method of staff retention through work-life balance. Department directors are responsible for determining whether Alternative Work Schedules are feasible within their departments, and they have the discretion to allow or disallow Alternative Work Schedules for individual employees or groups of employees based on departmental needs. Department directors shall consult with the Director of People Services prior to the implementation of Alternative Work Schedules.

Employees will be considered for alternative work scheduling on a case-by-case basis. Alternative Work Schedules may be allowed where they: (1) accomplish work goals; (2) provide coverage for department operations; and (3) serve the County as a whole with increased productivity at no expense to quality output.

The primary types of Alternative Work Schedules that may be available, depending on department operations, are “4-10s” (four 10-hour days each week) or “9-80” (80 hours, worked during nine days).

Employees should contact their Department Director, supervisor, or People and Culture Services regarding the availability of Alternative Work Schedules within their department. To work an Alternative Work Schedule, an employee must complete an Alternative Work Schedule Agreement and have the agreement approved by his or her Department Director and People and Culture Services. The agreement must be placed in the employee’s personnel file. Adjusting an employee’s work schedule to an alternative work schedule without prior approval, including completion of the Alternative Work Schedule Agreement, shall be subject to disciplinary action, up to and including, termination of employment under the Discipline and Appeal Policy 1.8.

Exempt employees who work an Alternative Work Schedule shall not be eligible for Administrative Days (Policy 3.6(2)).

## **2.1(1): Hours of Work (continued)**

### **Employee Attendance**

For county operations to run smoothly, employees must attend work. If an employee will be late or absent from work, it is the employee's responsibility to contact their immediate manager or supervisor within the first hour of his or her scheduled shift. Department directors shall have the option to modify this requirement based upon staffing needs. Repeatedly being late, excessive unplanned absences or failure to notify the immediate manager or supervisor within the specified time frame may be grounds for disciplinary action.

### **Time Records**

Time records shall be maintained for all employees, as appropriate. Overtime, which must be approved prior to working the hours, shall be clearly indicated on time records, as shall any type of absence or leave taken. An employee and his or her supervisor will be held responsible for verifying the accuracy of time records before submitting timecards to Payroll. When actual hours worked vary from projected hours recorded on a submitted time record, employees are responsible for recording corrections on the following month's time records. The payroll department will make corresponding corrections to employees' pay.

### **Workweek**

Adams County's regular workweek spans from Sunday at 12:01am to Saturday at midnight. Employees who work a regular schedule or 4-10s Alternative Work Schedules remain on the regular workweek. Employees who work a 9-80 Alternative Work Schedules will work an alternative workweek. For example, the most common 9-80 alternative workweek will span from Friday at 12:01pm to Friday at 12:00pm, when an employee has every other Friday off. The Alternative Work Schedule Agreement, which is signed by each employee, shall designate the applicable alternative workweek.



## 2.1(2) Teleworking

This policy applies as described below.

### POLICIES AND PROCEDURES

Teleworking is a voluntary work arrangement, which permits an eligible employee to work from a remote location during the regular work day instead of commuting to the workplace. Teleworking is not a universal employee benefit; it is an alternative method of meeting the needs of the organization. Department Directors, or their designees, will determine whether or not an employee may participate, and final approval will be made by the County Manager's Office and People and Culture Services.

#### Definitions

Teleworking encompasses a variety of different scheduling options. The following are the two options used by Adams County:

1. **Irregular Teleworking.** Teleworking that has an irregular or inconsistent schedule is generally used to accommodate a short-term request, so an employee can work on a specific project or program. Department Directors, or their designees, shall review an employee's request prior to each teleworking event.
2. **Regular Teleworking.** Teleworking that has a regular or consistent schedule is generally used to accommodate a long-term request. When an employee has been approved to telework on a regular basis, the Department Directors, or their designees, must provide a periodic review of the situation (to occur at least once every six months).

#### Eligibility

Department directors are responsible for designating which positions are eligible for irregular and regular teleworking. In general, positions that require a physical presence in the workplace or more than a minimal amount of face-to-face interaction are not appropriate for teleworking. The County Manager's Office shall have the final responsibility of approving the positions that are designated as eligible for teleworking.

Only employees who are working in positions that are eligible for teleworking may request a teleworking arrangement. The designation of a position as eligible for telework does not guarantee that an employee will be permitted to telework.

An employee's most recent performance evaluation must be at or above "Satisfactory" to begin or continue teleworking.

## **2.1(2) Teleworking (continued)**

### **General Guidelines**

- Teleworking is a voluntary work arrangement, which is based on the needs of the job, the department, and the county. Each teleworking arrangement is voluntary, and may be terminated by the employee or the County at any time.
- Regular teleworking schedules may range in frequency from one (1) day per month to one (1) day per week. During some emergency situations (e.g. snowstorms, pandemics, etc.), employees may be allowed or required to telework for a longer time period.
- Teleworking does not change the basic terms and conditions of employment as an Adams County employee.
- Employee's salary, job responsibilities, benefits, and county-sponsored insurance coverage do not change as a result of teleworking. Teleworking is subject to the same county policies, timesheet recording, Drug Use Policy, and federal regulations (particularly the Fair Labor Standards Act) as work done on county premises. Employees and their supervisors must comply with the law and County policies regarding overtime.
- All non-exempt teleworking employees are required to track and record any and all time worked from a remote site.
- Missed teleworking days shall not be accrued or traded.
- Employee tax implications that are related to the remote workspace are the responsibility of the employee; these include remodeling, furniture purchases, and equipment.
- Loss, damage, or wear to employee-owned equipment that is used for teleworking is the responsibility of the employee.
- Office supplies that are needed for teleworking will be provided by the employee. Out-of-pocket expenses for supplies will not be reimbursed.
- An employee may not engage in other employment during teleworking hours, in accordance with the Adams County Code of Ethics.
- Employees working at home remain liable for injuries to third persons and/or members of the employee's family, on the employee's premises. Adams County is not liable for damage to employee's real or personal property.

## 2.1(2) Teleworking (continued)

- An employee may not unilaterally decide to work from home, via remote access, as a method of reporting to work late or leaving early.
- While working remotely, the employee must be available by phone or other communication methods (e.g., email) during scheduled work hours; availability must be similar to their physical County work location. The method(s) of communication used should be as reliable and dependable as on-site communication; for example, a teleworker may be required to have a high speed bandwidth (cable/DSL/satellite) connection.
- While working remotely, employees must notify their supervisor if they leave their alternative work location, just as they would notify their office when leaving their on-site office during the workday.
- If an employee working remotely is absent or tardy for the scheduled work day, the Department Director/Elected Official, or their designee, must be notified just as if the employee were scheduled to work in the on-site office that day.
- Teleworkers will be evaluated based on their ability to manage dependent care, personal responsibilities, and non-work related interruptions in a manner that allows them to fully meet their job responsibilities. In general, regular teleworkers should not be responsible for an infant, toddler, sick child, or anyone who requires frequent or continual care during regularly scheduled work hours. Employees working at home may be required to submit a proposal regarding the arrangements for the care of others requiring special attention during scheduled work hours.
- The County provides sick leave and vacation leave to each employee to effectively deal with non-work-related situations. Teleworking should not be viewed as an alternative to either sick leave or vacation leave.

### Process for Teleworking

1. **Complete the Teleworking application.** When an employee requests a teleworking arrangement, the employee and employee's supervisor must complete the County's Teleworking application. This application will be retained in the employee's personnel file. The employee's supervisor should complete a Teleworking application for an employee only when the supervisor has determined that telework is appropriate for the employee based on the following considerations:

## 2.1(2) Teleworking (continued)

- a. *Supervision Requirements.* Does the potential teleworker display work-related behaviors that are consistent with successful teleworkers?
    - i. A history of reliable and responsible performance of job duties
    - ii. The trust of his/her supervisor
    - iii. An ability to establish priorities and manage his/her own time
    - iv. A conscientious pursuit of high quality work production
  - b. *Resource Requirements.* Will the employee need input or advice from other employees that is only available in the office? What percentage of the job is predicated on the use of resources located in the employee's primary work office? Does the remote worksite have adequate technology capabilities?
  - c. *Special Equipment Requirements.* What percentage of the job relies on access to photocopiers, fax machines, or other specialized equipment?
2. **Submit the Teleworking application.** Supervisor submits the Teleworking application to the Department Director or designee. The Department Director or designee will verify the employee's eligibility and make a recommendation for approval or denial.
- a. For *irregular teleworking requests* that are recommended for approval, the Department Director shall send the request and recommendation to his or her Deputy County Manager for approval.
  - b. For *regular teleworking requests*, the Department Director shall send the request and recommendation to the County Manager's Office. The County Manager's Office, in consultation with People and Culture Services, shall make the final decision for approving or denying all regular teleworking requests.
3. **Contact Risk Management.** Employees may work with Risk Management regarding office setup requirements.
4. **Contact ITi.** Each employee, who is approved for teleworking, must contact ITi to set up Citrix and discuss any other necessary remote access issues.
5. **Monitor and evaluate.** For regular teleworking requests that are approved, Department Directors, or their designees, must monitor and evaluate those arrangements at least once every six (6) months. This evaluation should include ensuring that work performance is acceptable. Revision, adjustment, or cancellation of any teleworking arrangement may be done at any time.

## **2.1(2) Teleworking (continued)**

### **Security & Document Procedures**

- Confidential and personal information (e.g., Social Security numbers and credit information.) must not be removed from the office or accessed through the county's network unless approved in advance by the appropriate Department Director, or their designee. Employees will not reproduce confidential or personal material at home or on portable media devices and employees will take precautions to assure that confidential and personal information remains confidential.
- No original county records shall be removed from county offices without prior approval of the Department Director, or their designee.
- The ITi Department is not responsible for maintaining or diagnosing personal computers, including home networks.
- The County will not purchase or provide any telephone lines or high speed bandwidth to a private location, such as teleworker's home. The county will not provide reimbursement for any monthly telephone charges.
- Teleworkers must comply with the County remote access policy, which is available on the intranet.
- Teleworkers must comply with all Health Insurance Portability Accountability Act (HIPAA) regulations.
- Information considered confidential or sensitive must be protected during transmission of the data; this can be completed by utilizing encryption or some other system of access controls that will ensure that the information is not accessed by anyone other than the intended recipient.

## **2.2: Dress Code/Uniforms**

This policy applies to all employees.

### **POLICIES AND PROCEDURES**

It is the policy of the County to project a business-like image to customers, clients, vendors, visitors, and coworkers. In line with this, the County requires that employees dress appropriately in clothing which:

- Is suitable for their job responsibilities and work environment;
- Meets the requirements established for safety reasons; and
- Complies with the respective department requirements that may have been established.

Employees required to wear a uniform while on the job shall have such uniforms, other than shoes, furnished by the County. The County Manager can approve shoe reimbursement for specific business purpose.

## **2.4(1): Drug-Free Workplace**

This policy applies to all employees.

### **POLICIES AND PROCEDURES**

It is the policy of Adams County to promote a work environment that is free from the effects of illegal or misused legal drugs, alcohol, and controlled substances. In order to provide quality service to the public, in addition to a safe, healthful and efficient work environment, the County requires its employees to report for work fit to perform their jobs. The County shall follow all applicable laws and regulations, including the Americans with Disabilities Act (ADA).

Adams County strictly prohibits being under the influence of, or the use, possession, or manufacturing of alcohol, illegal drugs or controlled substances (as listed in Schedule I of the federal Schedule of Controlled Substances – 21 C.F.R. 1308.11), on or in any County property, work sites, County-owned vehicles, personal vehicles being used for County business or parked on County property, collectively known as the “workplace.” The County further prohibits the sale, transfer, or distribution of prescription drugs, controlled substances, and illegal drugs in the workplace. The County also prohibits the use of electronic cigarettes inside the workplace.

Adams County reserves the right to establish drug-testing rules, regulations, and procedures regarding its employees or applicants for employment.

Employees shall notify their department director of any criminal drug statute convictions no later than five (5) days after such conviction.

Employees found in violation of this policy may be subject to disciplinary actions as set forth in the Discipline and Appeal Policy 1.8. Other actions, including notification of appropriate law enforcement agencies, may be taken in response to a violation of the policy.

## **2.4(2): Drug and Alcohol Testing for Individuals Holding a Commercial Driver's License (CDL)**

This policy applies to all employees with a required Commercial Driver's License (CDL).

### **POLICIES AND PROCEDURES**

This policy addresses the requirements of the U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA), the Omnibus Transportation Employee Testing Act of 1991 and Colorado Revised Statute Section 42-4-234 for employers to conduct drug and alcohol testing of employees or volunteer CDL drivers in safety-sensitive positions.

No driver shall report for duty or remain on duty requiring the performance of a safety sensitive function when the driver possesses or uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle or other safety sensitive activity. No driver shall report for duty or remain on duty while possessing alcohol, or having an alcohol concentration level of 0.02 percent or greater, or having consumed alcohol within the previous four (4) hour period. No individual having actual knowledge of a driver possessing alcohol, having an alcohol concentration level above 0.02 percent or using controlled substances shall permit the driver to perform or continue to perform safety sensitive functions. No driver shall perform safety-sensitive functions, including driving a commercial motor vehicle, if the driver has engaged in conduct prohibited by this policy and/or DOT regulations.

Following an accident, a driver who is required to take a post-accident alcohol test shall not use alcohol for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

### **Testing Requirements**

All urine specimens shall be analyzed.

- A. Pre-employment (49 CFR 382.301). Pre-employment testing is conducted as a pre-qualification condition before applicants are hired and/or after an offer to hire is made, but before safety-sensitive function(s) are performed for the first time. It is also required when an individual transfers to a safety-sensitive (driver) position that requires a CDL.



## **2.4(2): Drug and Alcohol Testing for Individuals with CDL (continued)**

- B. Post-accident (49 CFR 382.303). Post-accident testing shall be conducted as soon as practicable following a qualifying occurrence, as defined by applicable regulations, involving a commercial motor vehicle.
- C. Random (49 CFR 382.305). Random testing is conducted on a random, unannounced basis just before, during or just after performance of safety sensitive functions. Once selected drivers are notified, they must proceed immediately to the collection site. Any activity that does not directly lead to being tested must be deferred. This does not apply to those employees who are on transitional duty and are not driving.
- D. Return-to-duty and Follow-up (49 CFR 382.300, 382.311). Return-to-duty and follow-up testing is conducted when individuals who have violated the prohibited drug/alcohol conduct standards return to performing safety-sensitive duties. Follow-up tests are unannounced and at least six (6) tests must be conducted in the first twelve (12) months after the driver returns to duty. Follow-up testing may be extended for up to sixty (60) months following the return to duty.

### **Refusal to Submit to a Required Alcohol or Controlled Substance Test**

No driver shall refuse to submit to a post-accident, random, reasonable suspicion/cause, return-to-duty or follow-up test. No individual shall permit a driver who refuses to submit to such test(s) to perform or continue to perform safety-sensitive functions. Drivers who refuse to submit to a post-accident, random, reasonable suspicion/cause, return-to-duty or follow-up test shall be subject to disciplinary action, up to and including, termination of employment under the Discipline and Appeal Policy 1.8. Applicants who refuse to submit to a pre-employment test shall not be hired.

Drivers, who test positive for alcohol and/or drug tests as determined by a Medical Review Officer (MRO) or refuse to take alcohol and/or drug tests required by this policy, or voluntarily admit to prohibited drug use as defined by 49 CFR 40 *et. seq.*, shall immediately be placed on paid administrative leave and will be subject to the disciplinary process.

Positive test results from the laboratory are referred to an MRO who is a licensed physician responsible for receiving laboratory results from the Adams County drug and alcohol testing program.

### **Referral to a Substance Abuse Professional (49 CFR 40.287)**

Employees who have violated DOT drug and alcohol regulations (by a positive drug and/or alcohol test result(s), voluntary admission of prohibited substance use, or any

## **2.4(2): Drug and Alcohol Testing for Individuals with CDL (continued)**

drug- and/or alcohol-related prohibited activity) will be provided with a list of Substance Abuse Professionals (“SAP”). Adams County will not charge an employee for the provision of this list. Treatment by a SAP is at the employee’s expense and is not a guarantee of continued employment.

## **2.5: Motor Vehicles**

This policy applies to all employees.

### **POLICIES AND PROCEDURES**

The safe operation of Adams County vehicles and equipment, in addition to personal vehicles that are used on Adams County business, is the responsibility of all employees and volunteers. All employees and volunteers shall comply with this policy, and shall be subject to evaluation of their driving record at any time at the discretion of Adams County management. The responsibility of safe operation of a vehicle on County business is a privilege and can be revoked.

#### **Motor Vehicle Records (MVR)**

In order to operate a County vehicle or to drive a personal vehicle on Adams County business, all employees and volunteers are required to have a Motor Vehicle Record background check conducted by People and Culture Services. To operate a County vehicle on Adams County business, employees must not have any major violations (as listed below) on their MVR in the past five (5) years or have more than three minor violations in the past three (3) years. In exigent circumstances, exceptions must be approved by the Risk Manager and Department Director. These standards must be maintained to operate a County vehicle or to drive a personal vehicle on Adams County business. If an employee is moving from another state, a current Colorado driver's license must be obtained within thirty (30) calendar days of hire, and must be obtained before driving any vehicle on County business.

The County may obtain current MVRs for employees and volunteers to ensure that they maintain compliance with driving safety records as outlined above. If the County has substantial reason to believe an employee or volunteer has exhibited driving behavior that is deemed to place individuals or property at undue risk, the County may take disciplinary action, in addition to revoking or suspending work-related driving privileges.

Major driving violations include, but are not limited to:

- Driving recklessly.
- Leaving the scene of an accident.
- DUI, DWI or DWAI, or refusing to take a blood alcohol content test.
- Fleeing police.

## **2.5: Motor Vehicles (continued)**

- Committing any felony that involves the use of a vehicle, including vehicular homicide.
- Committing any violation of state or local laws that arises in connection with a fatal traffic accident.

If an employee's license is suspended, revoked, or restricted, the employee must immediately notify his or her supervisor and County Management. Employees and volunteers who have their license suspended or revoked shall not drive a County vehicle or drive on County business.

### **Motor Vehicle Safety**

All employees and volunteers, who operate a County or personal vehicle in the course of his or her job with Adams County shall comply with this policy.

#### **All Vehicles.**

- Seatbelts must be used by the driver and passengers at all times.
- Vehicles that are not in safe operating condition are not to be used.
- No hitchhikers are allowed at any time.
- The use or operation of cell phones or other similar devices while driving must comply with federal, state, and local law. The Federal Motor Carriers Safety Association (FMCSA) rule restricts the use of all hand-held mobile devices by drivers of commercial motor vehicles (CMVs). This rulemaking restricts a CMV driver from holding a mobile device to make a call, or dialing by pressing more than a single button.
- Adhere to state and federal driving laws and obey warning signs.
- The employee is responsible for any traffic or parking tickets that are incurred while on County business.

#### **County Vehicle.**

- Passengers or clients may be transported in County vehicles when the travel supports County business and with managers' approval.

## **2.5: Motor Vehicles (continued)**

- Only County employees or approved volunteers are allowed to operate County vehicles.
- County vehicle doors must be locked, and keys must be removed from the vehicle when parked.

### **Personal Vehicle.**

- Employees must carry current auto liability insurance as required by Colorado law.
- Employees must provide proof of insurance to Risk Management upon request.
- Personal vehicles used on County business must be maintained in a safe operating condition.
- The County will not reimburse employees for insurance deductibles.
- Appropriate child-safety seats and seatbelts must be provided if transportation of clients is required by the employee's position.
- County insurance does not cover personal vehicles used on County business.

### **Motor Vehicle Use**

**Fuel Conservation.** Employees are encouraged to plan trips to avoid unnecessary travel, and to use conference calling instead of travel where practical. Carpooling shall be considered when employees are attending the same meetings with other County staff members or staff from neighboring entities. Departments shall use the County's courier service to the full extent to avoid unnecessary trips to outlying entities. Operators shall ensure that vehicles are available for scheduled preventive maintenance; this will help reduce fuel consumption and pollution. Operators should accelerate at a slow speed and avoid heavy braking at stop lights and stop signs. Operators are encouraged to fuel in the early morning or late afternoon to reduce fuel evaporation.

**Fuel Sites (County Vehicles).** The operator must have the proper vehicle fuel card and personal identification code in order to fuel any County vehicle. To avoid discrepancies in the reporting of fuel usage, and to avoid fuel theft and preventive

## 2.5: Motor Vehicles (continued)

maintenance tracking, the fuel card is not to be used for fueling multiple units. Training on fuel cards and card usage is available through Fleet Management. When fueling vehicles without electronic tracking, employees shall record the date, vehicle number, fuel type and quantity, and provide accurate records monthly to Fleet Management. Every employee is responsible for ensuring the safe fueling of County vehicles, including the prevention of events that may result in a release of fuel.

**Engine Idling.** County employees can play an important role in improving air quality, reducing the consumption of petroleum products, and reducing vehicle wear by limiting the amount of time that vehicle engines are allowed to idle. Turning off and starting an engine uses less fuel than letting the engine run for thirty seconds; in addition, modern vehicles only need a maximum of 60 seconds of idle at start up.

- **Restrictions.** A driver of a County vehicle must turn off the engine upon stopping at his or her destination. All vehicle equipment operators must not cause or allow an engine to idle at any location for more than five consecutive minutes with the following exceptions:
  - Operating public safety emergency vehicles on the scene of an emergency or on a public roadway.
  - Stopping at an official traffic control device or signal.
  - Stopping in a line of traffic, at a railroad crossing, or at a construction zone, including traffic conditions where driver has no control over incidence.
  - Accepting diversion at the direction of a public safety or other official traffic controller.
  - Testing, maintaining, or repairing of the vehicle for routine or diagnostic checks.
  - Running a vehicle due to mechanical or electrical problems.
  - Powering auxiliary equipment other than a heater or air conditioner, such as use of a hoist, lift, computer or safety lighting.
  - Operating defrosters, heaters, air conditioners or other equipment for a safety or health situation, but not solely for the comfort of the driver or passengers.
  - Cooling down of a turbo-charged heavy duty vehicle in accordance with the manufacturer's recommendation.

**Global Positioning System (County Vehicle).** Global Positioning System (GPS) units have been installed on Adams County vehicles and equipment to enhance and improve liability protection for the County. In addition, GPS on Adams County vehicles will maximize the value of the County's assets while reducing the cost of the vehicle fleet and providing a mechanism to monitor driving activities.

## **2.5: Motor Vehicles (continued)**

The system will allow supervisors to dispatch vehicles to maximize the efficiency of the fleet, in addition to allowing supervisors to confirm or deny allegations of misconduct, abuse, traffic violations, or auto damage claims. The system can generate reports of any vehicle that excessively speeds or has unusual amounts of idle time (See Engine Idling Policy).

For the purpose of this policy, the actual driver or operator of each vehicle shall be the responsible employee. This policy and the system are not intended to be punitive or used to monitor individual employees, although unsafe vehicle usage may lead to disciplinary action. Tampering with any GPS equipment in the vehicle is expressly prohibited.

**Tobacco Use (County Vehicles).** Tobacco use is prohibited in Adams County vehicles. Tobacco use and the use of electronic delivery devices are prohibited in any vehicles managed, owned, or leased by Adams County.

### **Violation of Policy**

An employee, who violates this policy, shall be subject to disciplinary action, up to and including, termination of employment under the Discipline and Appeal Policy 1.8. Other actions, including notification of appropriate law enforcement agencies, may be taken in response to a violation of this policy.

## **2.6: Probationary Period**

This policy applies to all regular, grant-funded and part-time 3 employees.

### **POLICIES AND PROCEDURES**

Adams County Government is an Equal Opportunity Employer. The County is committed to complying with all applicable federal, state, and local laws. Adams County expects all employees to adhere to and cooperate with the principles of Equal Employment Opportunity.

Employees shall serve an initial twelve (12) working-month probationary period. In cases where an employee's status has changed from temporary to regular, the initial probationary period shall begin on the effective date of the status change. Employees shall only serve one (1) probationary period during continuous employment.

A manager or supervisor should provide an employee with a written evaluation within six (6) months of the start of the probationary period.

#### **Extension of Probationary Period**

- **Injury or Illness.** If an employee has extended absences due to illness, injury, or other circumstances while on probation, the probationary period shall be extended until actual time worked is equivalent to a twelve (12) month period.

#### **Termination of Probationary Employees**

During the probationary period, an employee is considered to be employed at will, and employees terminated during the initial probationary period are not eligible to use Discipline and Appeal Policy 1.8.



## **2.7: Performance Appraisal**

This policy applies to all regular, grant funded and part-time 3 employees.

### **POLICIES AND PROCEDURES**

#### **Performance Appraisals**

Employees' performance is reviewed after completing six months of employment and again after one year of employment. In subsequent years, employees will be reviewed in March during the common review process. The timing of an employee entering the common review process depends on the month of hire.

When merit increases are approved by the Board of County Commissioners, employees are eligible for a merit increase after they complete their probationary period. Merit increases awarded for a review completed during the common review process are effective in April of each year. Merit increases are based on performance and the amount available is determined annually by the Board of County Commissioners based on the overall county budget.

Employees who do not perform the necessary duties and responsibilities of their position at an acceptable level or better shall be subject to disciplinary action, up to and including, termination of employment under the Discipline and Appeal Policy 1.8. Completed performance appraisals and employees' self-appraisals are maintained in employees' personnel files.

## **2.8(1): Separation from the County**

This policy applies to all employees.

### **POLICIES AND PROCEDURES**

Except in rare circumstances and during the PDC process, an employee's last day shall be his or her last physical day worked. Separating employees shall return all County property to their immediate manager or supervisor. County property may include the following:

- Documents
- Purchasing Cards
- Computer Equipment
- County Vehicles
- Supplies
- Materials
- Keys
- I.D. Cards

Personal belongings that are not retrieved within six (6) months may be donated or destroyed. The County reserves the option to mail personal belongings to employees' mailing or home addresses that is on file.

### **Separation Payments**

Final paychecks for separating employees shall be prepared for normal distribution in accordance with regular payroll cycles. The final paycheck may be offset by any monies or property owed to the County with approval from the Director of People Services or the County Manager. Applicable annual and sick leave accruals shall be pro-rated per date of separation, and accrued leaves shall be paid out pursuant to Adams County policies. Coverage under benefit plans (e.g., medical, dental, vision, life, and disability) shall terminate on the last day of the month in which employment ceases, unless continued under the provisions of COBRA. Separating employees are not entitled to any form of severance pay.

If an employee is a participant in the Tuition Reimbursement Program, and if the employee voluntarily leaves the County within one (1) year of completing a course(s) or degree, the employee is liable for all tuition costs reimbursed in the prior year.

## **2.8(2): Job Abandonment**

This policy applies to all employees.

### **POLICIES AND PROCEDURES**

#### **Job Abandonment**

Per Policy 2.1(1), an employee must contact their immediate manager or supervisor if they will be late or absent from work. An employee, who does not call or show up to work for three (3) consecutive days, or who fails to return to work following approved leave, may be considered to have voluntarily resigned from their job.

This Policy should not be construed as prohibiting disciplinary action, under the Disciplinary and Appeal Policy 1.8, against employees who fail to call or show up to work for less than three (3) consecutive days.

## 2.9: Reduction in Force and Recall

This policy applies to all employees, including employees whose salary is fully funded by federal-funded and grant-funded programs, and employees who are employed by departments and offices led by elected officials, unless the elected official has enacted a separate Reduction in Force (RIF) Policy that is approved by the County Attorney's Office.

### POLICIES AND PROCEDURES

A reduction in force may become necessary for budgetary or other reasons. When this occurs, Adams County shall use its discretion to make determinations about positions that shall be eliminated, based on legitimate business-related criteria that best meets organizational needs.

These procedures are not intended to create and do not create any rights to County employees who are affected by any layoff or reduction in force decision. An appeal **may not** be filed regarding any layoff or reduction in force decision. Failure to comply with these procedures shall not result in the invalidation of the layoff decision.

The terms "layoff" and "reduction in force" are synonymous for the purposes of this policy.

### Process and Scope

The County Manager, in consultation with department directors, elected officials, the County Attorney, and the Director of People Services, will determine the size and scope of any reduction in force. It is the responsibility of department directors and/or elected officials to identify and recommend functions to be affected by a reduction in force by submitting a written plan to the County Manager.

Decisions regarding the size and scope of any reduction in force and functions to be affected shall be guided by the following:

- The current and future goals and needs of the County and the department/office; and
- The knowledge, skills, and abilities necessary to accomplish these goals and needs.

## **2.9: Reduction in Force (continued)**

### **Selection for RIF**

If a reduction in force is determined to be necessary, employees will be laid off by department/office and within the function being reduced, in the following order:

1. Temporary positions;
2. Project-designated positions;
3. Probationary positions (e.g., employees who have not completed the initial probationary period);
4. Employees in regular positions (e.g., regular full-time and regular part-time) whose performance reviews document unsatisfactory performance or who have been subject to documented discipline within the past five (5) years; then,
5. Employees in regular positions, with the least time in service (using most recent date of hire).

When determining the size and scope of any reduction in force, in addition to the functions to be affected for federal-funded and grant-funded programs, the Program Administrator and County Manager shall consider prospects for funding restoration and the factors described in this policy.

### **Benefits & Accruals**

Employees who are laid off shall receive no continuation of salary or benefits, except as may be stipulated by specific benefit plans or contract. Payment for unused portions of annual leave accruals, sick leave accruals, and compensatory time shall be made according to provisions for separation from County employment.

### **Reemployment after Layoff**

There will be no right of reemployment for employees who have been terminated due to a reduction in force. However, employees who have been subject to a reduction in force per this policy will be given preferential treatment when applying for an open County position within six months of their termination date. Preferential treatment includes, but is not necessarily limited to, a guaranteed interview for positions that the laid off former employee meets the minimum qualifications and has relevant experience. Laid off former employees must contact People and Culture Services after submitting their application for an open position to receive preferential treatment.

Employees who are rehired within 60 days shall keep their previous hire date for purposes of leave accruals.

### **3.1(1): Health Insurance**

This policy applies to employees in regular and project-designated positions budgeted for thirty (30) or more hours per week.

#### **POLICIES AND PROCEDURES**

Adams County offers eligible employees' one or more medical, dental and vision plans, and contributes towards the cost of employee and dependent coverage.

Employees should refer to individual plan documents for specific policy provisions. Master plan documents and summary plan descriptions are available for inspection in the People Services Department and are available on the County's Intranet. Provisions of master plan documents and applicable laws shall prevail in all issues of coverage.

#### **Effective Date**

Coverage becomes effective on the first day of the month that coincides with, or following, forty-five (45) calendar days of employment.

#### **Enrollment**

Employees who elect to enroll in a medical plan must also enroll in the dental and vision plans. Employees may elect to cover their dependents at an additional cost to the employee. If employees elect to cover dependents on the medical plan, it is mandatory that the same dependents be covered on the dental plan. Dependent coverage on the vision plan is optional.

Employees who waive their enrollment in the offered health care plans must sign a waiver. They may then only enroll during an authorized open enrollment period or within thirty-one (31) calendar days of a valid change in status as defined by federal regulations. The waiver can be found on the intranet (<https://myadams/HumanResources/Benefits/Pages/default.aspx>)

Dependents must be enrolled during the employee's initial enrollment period or within thirty-one (31) calendar days from the date dependents are established as members of the family (e.g. birth, adoption, and marriage), within 31 days of the loss of other employer health care coverage, within 60 days from the loss of Medicaid/CHIP coverage and/or eligibility for state premium assistance, or during an authorized open enrollment period.

### **3.1(1): Health Insurance (continued)**

#### **Loss of Coverage**

Medical, dental, and vision plan coverage ceases on the last day of the month in which employees separate from County employment or are no longer eligible due to employment status change, (such as from full time to RP2). Dependent coverage ceases on the last day of the calendar month in which they no longer meet the definition of dependent as stated in the summary plan descriptions. Employees must notify and provide the dependent's forwarding address to the People Services Department within the following timeframes:

- Within 31 calendar days of the date of a dependent status change for death, divorce or non-eligibility
- Within 60 days if the dependent has a loss of Medicaid or CHP coverage or if they become eligible for a premium subsidy through the state

#### **Continuation of Coverage: COBRA**

Employees and/or dependents may be eligible for continued health care coverage as specified by federal law. Employees must notify People Services within sixty (60) days from the date a dependent no longer qualifies for the continuation coverage to apply.

#### **Continuation of Coverage: Retirement**

Adams County offers retirement health care to eligible retirees and their enrolled dependents and contributes toward the cost of the retiree's health care coverage.

If an employee chooses not to enroll in the retirement health care plan within sixty (60) days from their termination date, People Services will require them to sign a waiver and they will not be allowed to enroll at a later date.

Coverage will be canceled for retirees establishing permanent residency outside the plans' service areas for more than six (6) months. Retirees re-establishing permanent residency within the plan service area within two years of the coverage termination date may re-enroll. Retirees outside the service area must provide proof of other coverage to receive reimbursement of the county monthly subsidy.

Retirees and/or dependents enrolled in Medicare due to age are not eligible to continue coverage under an early retiree health plan option. Medicare Supplemental health plans are available for retirees and their eligible dependents enrolled in Medicare.

### **3.1(1): Health Insurance (continued)**

#### **Continuation of Coverage: Disability**

Employees covered under Adams County health plans who incur a loss of coverage due to continued disability and who are approved for disability benefits through Adams County's Long Term Disability (LTD) program are eligible to continue health care coverage under COBRA for up to eighteen months. The county will continue the employer contribution towards the cost of COBRA coverage for eligible employees and their enrolled dependents for up to twelve months from the loss of coverage date.

#### **Continuation of Coverage: Deceased Employees**

Eligible dependents enrolled in medical, dental, and vision plan(s) at the time of an employee's death are eligible to continue their health insurance for up to thirty-six (36) Months under COBRA. The County shall continue to pay the employer contribution towards the dependents' coverage for the first six (6) months of COBRA continuation coverage.

#### **Continuation of Coverage: Loss of Life in the Line of Duty**

If employees die in the line of duty from other than natural causes or are unconscious due to actions taken in the line of duty, the dependents previously covered by the terms of the plan may elect to continue such coverage for an unlimited period of time with the understanding that the County shall provide an amount to be determined each fiscal year toward the premium cost.

Eligibility for continuation of coverage shall cease in the event the spouse becomes eligible for Medicare, the spouse remarries, or a dependent child no longer qualifies.



## **3.1(2): Life and Disability Insurance**

This policy applies to all benefit eligible employees with the exception of employees in project-designated positions.

### **POLICIES AND PROCEDURES**

Adams County offers life and disability insurance to eligible employees, and contributes towards the cost of employee coverage.

#### **Effective Date**

Employee coverage shall become effective on the first day of the month that coincides with, or following, forty-five (45) calendar days of employment, except as noted in the plan document (e.g. following certain leaves).

Employees should refer to individual plan documents for specific policy provisions. Master plan documents and summary plan descriptions are available for inspection in the People Services Department and on the County's Intranet. Provisions of master plan documents and applicable laws shall prevail in all issues of coverage.

#### **Loss of Coverage/Separation of Employment**

Life and disability insurance benefits cease on the last day of the month during which the employee separates employment.

#### **Life Insurance**

Adams County provides a term life insurance policy, which includes accidental death and dismemberment, to eligible employees. Voluntary life insurance is available to employees and their eligible dependents at the employees' expense.

#### **Short Term Disability**

Short-term disability (STD) insurance provides continued income in the event that employees are disabled for a period longer than fourteen (14) calendar days and pays a portion of the employee's pre-disability salary.

Employees injured under the provisions of the Workers' Comp policy are not eligible for STD benefits.

## **3.1(2): Life and Disability Insurance (continued)**

### **Duration of Benefits**

If an employee is deemed eligible by the carrier, STD insurance benefits begin on the latter of the first day after fourteen (14) consecutive calendar days of disability or the exhaustion of all sick leave accruals.

Short-term disability (STD) plan benefits end automatically on the earliest of the date the recipient is no longer disabled, the date the maximum benefit period ends, or the date of death.

### **Long Term Disability**

Long-term disability (LTD) insurance provides continued income in the event that employees are disabled for a period longer than ninety (90) calendar days and pays a portion of the employee's pre-disability salary.

### **Duration of Benefits**

If an employee is deemed eligible by the carrier, LTD insurance benefits begin on the latter of the first day after ninety (90) consecutive calendar days of disability or the exhaustion of all sick leave accruals.

Long-term disability (LTD) plan benefits end automatically on the earliest of the date the recipient is no longer disabled, the date the maximum benefit period ends, the date of death or the date that benefits become payable under any other group long-term disability insurance policy under which the employee becomes insured during a period of temporary recovery.

### **Related Policies**

Disability benefits occur in conjunction with other County policies, including but not limited to the following:

#### ***Family Medical Leave***

Employees applying for short term disability are subject to the provisions of the Family Medical Leave Act (FMLA) as stipulated in the Adams County Family Medical Leave Policy 3.5(1). Employees may supplement the STD benefit with available annual leave accruals to meet 100% of their pre-disability salary while receiving STD benefits. Employees are responsible for notifying the People Services Department and Payroll of their intent to use accrued annual leave in this manner. Per the FMLA Policy, when an employee is absent for illness related reasons, sick leave accruals must be exhausted before any other leave types are used.

### **3.1(2): Life and Disability Insurance (continued)**

#### ***Leave Without Pay***

Employees applying for disability are subject to the leave without pay provisions as stipulated in the Adams County Leave-Without-Pay Policy 3.6(3). If an Employee is in unpaid status for more than fifty (50) percent of the pay period, they shall not accrue annual or sick leave. Employees shall receive accruals for the pay period, provided they have worked or were in an approved paid leave status for at least fifty (50) percent of the pay period. Receipt of benefits from a third party administrator does not qualify as an approved paid leave status for the purpose of receipt of annual and sick leave accruals.

## **3.2 Retirement Plan**

This policy applies to employees in Covered Employment.

### **Covered Employment**

The class or classes of employees who are eligible to participate in the plan include any elected or appointed County official or Deputy, and staff of such person, and any person who is employed by Adams County in a regular position regularly scheduled to work or budgeted for thirty (30) hours or more per week, every week.

Excluded are leased employees as defined in Code Section 414 (n) (2) and any person employed by Adams County in positions that do not meet the above criteria, such as positions designated as temporary, seasonal, provisional, regular part-time scheduled to work less than thirty (30) hours per week, project designated full-time, project designated part-time, and election judges.

### **Policies and Procedures**

The Summary Plan Description (SPD) may be obtained from the Adams County Retirement Office or on the web site at [www.acretirement.org](http://www.acretirement.org).

### **3.3(1): Workers' Compensation Coverage & Injury Leave**

This policy applies to all employees.

#### **POLICIES AND PROCEDURES**

Adams County provides Workers' Compensation coverage to all employees. Workers' Compensation coverage provides medical benefits and a scheduled amount of wage-loss benefits to employees who are injured while acting in the course and scope of their employment.

If employees believe that they have been injured in the course and scope of their employment with the County, they must report the injury to the Workers' Compensation call center as soon as possible (see the Risk Management page on myAdams for more specific information). In addition, employees must notify their manager or supervisor within 24 hours. If an employee is injured at work, he or she must see one of Adams County's designated Workers' Compensation providers. Employees who see their own physician may be responsible for all payments that are related to that visit. For specific information regarding Workers' Compensation, employees should contact Risk Management.

#### **Injury Leave**

Employees who must miss work due to a Workers' Compensation covered injury are eligible for up to 80 hours of paid injury leave. Injury leave is applicable to time that an employee must be absent from work due to doctor's orders or work restrictions. Employees may not use injury leave for partial day absences, such as doctor's appointments. During injury leave, the County maintains the employee's health coverage under any group health plan on the same terms as if the employee had continued to work. Upon return from injury leave, the County shall attempt to restore employees to their original or equivalent position with equivalent pay, benefits, and other employment terms.

#### **Related Policies**

Workers' Compensation benefits occur in conjunction with other County policies, including but not limited to the following:

- **Family Medical Leave.** Employees applying for Workers' Compensation benefits are subject to the provisions of the Family Medical Leave Act (FMLA) (see Adams County Family Medical Leave Policy 3.5(1)). Employees who are receiving Workers' Compensation benefits due to being off of work receive wage loss benefits and therefore, they are not eligible to concurrently use sick leave accruals and annual leave accruals. Injury leave shall run consecutively with FMLA protected leave. Injury leave shall be taken first; when injury leave

### **3.3(1): Workers' Compensation Coverage & Injury Leave (continued)**

has been exhausted, FMLA leave will apply to any additional qualifying leave time for FMLA eligible employees.

- **Receipt of Annual and Sick Leave Accruals.** Employees applying for Workers' Compensation benefits are subject to the provisions of 3.4(1) Annual Leave and 3.4(3) Sick Leave Policies. According to these policies, to receive annual or sick leave accruals for the month, employees must work or be in an approved paid leave status for at least fifty percent (50%) of the pay period. Receipt of Workers' Compensation benefits from a third party administrator does not qualify as an approved paid leave status for the purpose of receipt of annual and sick leave accruals.

### **3.3(2): Safety**

This policy applies to all employees.

## **POLICIES AND PROCEDURES**

Employees are required to comply with all safety rules. Employees are required to report unsafe actions or conditions to a manager or supervisor. Employees shall immediately report any accident involving County property or personnel to a manager or supervisor. Failure to do so may result in disciplinary action. Any deliberate or negligent conduct endangering the safety of one's self or others, or the deliberate destruction of County property, may also result in disciplinary action.

### **Safety Rules**

It is the responsibility of all employees to read and abide by all safety rules related to their department. It is the responsibility of the employee to request clarification from a manager or supervisor on any part of the safety rules that is unclear. Disobeying a safety rule or failure to use all safety equipment provided may result in disciplinary action and a reduction of benefits under Workers' Compensation if such failure results in a work-related injury. For specific information regarding safety in the workplace, employees should contact their manager, supervisor, Risk Management or People and Culture Services.

### **3.4(1): Annual Leave (Vacation)**

This policy applies as described below.

## **POLICIES AND PROCEDURES**

### **Eligibility & Accrual of Annual Leave**

To be eligible for annual leave, employees must be classified as one of the following:

- Full-time regular, project-designated, grant-funded, executive or appointed (40 hours/week); or
- Part-time 3 (30 to 39 hours/week).

This policy does not apply to part-time 2 (RP2-20 to 29 hours/week), project designated part-time (PJ2-20 to 29 hours/week), seasonal positions, or temporary positions.

Eligible employees shall accrue annual leave (vacation) at the following rates:

<b>Completed Years of Continuous Service</b>	<b>Accrual Rate Per Month in Hours –FT (40 hrs/wk)</b>	<b>Accrual Rate Per Month in Hours – RP3 (30-39 hrs/wk)</b>
Up to 2 years	6.68	5.00
After 2 years	8.00	6.00
After 5 years	10.00	7.50
After 10 years	13.34	10.00

To accrue annual leave for the month, employees must work or be in an approved paid leave status for at least fifty percent (50%) of the pay period.

### **Cap on Annual Leave**

Employees are encouraged to use accrued leave time. At the end of each December pay period, each regular full-time employee's accrued annual leave hours will be reduced to 320 hours, and each regular part-time employee's accrued annual leave hours will be reduced to 240 hours. An employee may carry over unused annual leave from one calendar year to the next, up to the applicable cap stated in this paragraph. Unused annual leave in excess of these caps shall be forfeited on December 31<sup>st</sup> of each year.



### **3.4(1): Annual Leave (Vacation) (continued)**

#### **Payment of Unused Portion of Accrued Annual Leave**

Separating employees will be paid for all accrued annual leave, up to the employee's maximum amount (e.g., full-time 320 hours and part-time 240 hours) as designated in this policy. The rate of pay shall be determined by employee's regular rate of pay as of his or her last working day. In the event of an employee death, compensation shall be paid to the employee's heir(s) or legal representative(s) who are authorized by law to receive unpaid compensation.

#### **Requests for Annual Leave**

Eligible employees must request and receive approval from their manager or supervisor for earned annual leave at least ten (10) working days prior to the scheduled leave, unless this requirement is waived by a department director.

#### **Status Changes**

An employee who has a status change from a full-time position to a position that does not earn accruals shall have all accruals paid out on the effective date of the status change.

An employee who has a status change from a position earning accruals to a position that does not earn accruals; and then, returns to a position that does earn accruals is allowed to count the previous total years of service that was earned in the position, which was eligible for the purpose of earning accruals, as long as there has been no break in service.

#### **Use of Annual Leave**

Employees must have annual leave accruals at the beginning of the month in order to use during that month. Failure to return to work after the stipulated time of an approved annual leave may result in disciplinary action, up to and including, termination. Directors may revoke a previously approved annual leave request.

### 3.4(2): Sick Leave

This policy applies as described below.

## POLICIES AND PROCEDURES

### Eligibility and Accrual of Sick Leave

To be eligible for sick leave, employees must be classified as one of the following:

- full-time regular, project-designated, grant-funded, executive or appointed (40 hours/week)
- part-time 3 (30 to 39 hours/week)

This policy does not apply to part-time 2 (RP2-20 to 29 hours/week), project designated, part-time (PJ2-20 to 29 hours/week), seasonal, or temporary positions.

To receive sick accruals for the month, employees must work or be in an approved paid leave status for at least fifty percent (50%) of the pay period.

Employees must have accruals at the beginning of the month in order to use them during the month. Eligible employees shall accrue sick leave at the following rates:

Accrual Per Pay Period (Monthly)	
<u>Full-Time 40 hrs/wk</u>	<u>Part-Time 30-39 hrs/wk</u>
8.00	6.00

Sick leave may be used for employees' illnesses and physician's appointments, in addition to illnesses of children, siblings, in-laws, spouses, civil union or domestic partners, parents, parents-in-law, or grandparents (if employees' presence is required to care for ill relatives). Please refer to the Adams County policy on family and medical leave eligibility and entitlements under the Family and Medical Leave Act (FMLA).

A request for sick leave shall be made and approved by the immediate manager or supervisor prior to the leave date. In the case of an unforeseen illness that will result in an absence from work per policy 2.1(1) - Hours of Work, it is the employee's responsibility to contact his or her immediate manager or supervisor. Failure to notify the immediate manager or supervisor within the specified time frame may be

### **3.4(2): Sick Leave (continued)**

grounds for disciplinary action, up to and including, termination of employment under the Discipline and Appeal Policy 1.8.

False or fraudulent use of sick leave is grounds for discipline, up to and including, termination. Employees on sick leave (for employee or family) for any length of time may be required to submit a physician's certification of illness and/or a certification of employees' fitness to return to work. If employees refuse to submit a physician's certification, the absence may be considered leave without pay, annual leave or compensatory time (as appropriate), and may be subject to disciplinary action, up to and including, termination of employment under the Discipline and Appeal Policy 1.8. Employees on sick leave shall maintain sufficient communication with their immediate manager or supervisor so as to allow contact by the department, if necessary, including receiving contact by a manager or supervisor for urgent work-related reasons.

In certain situations, department directors, in consultation with People and Culture Services, may mandate the use of sick leave by employees.

#### **Status Changes**

An employee, who has a status change from a regular full-time position to a position not earning accruals, shall have all accruals paid out on the effective date of the status change. The method for calculating the payout shall be the same as upon separation from the County.

#### **Payment of Unused Portion of Accrued Sick Leave upon Separation**

Separating employees, who were hired on or after January 1, 1983, shall be compensated for one-half (1/2) of their unused sick leave, but in no event for an amount greater than a total of three hundred-sixty (360) hours. The rate of pay shall be determined by employee's regular rate of pay as of his or her last working day.

Separating employees, who were hired prior to January 1, 1983, shall be compensated for unused sick leave not to exceed a total of seven hundred-twenty (720) hours. The rate of pay shall be determined by employee's regular rate of pay as of his or her last working day.

#### **Cap on Accruals**

Employees shall not accrue more than nine hundred-sixty (960) hours of sick leave. Employees who accrue 960 hours of sick leave will stop accruing sick leave until such time that they use sick leave and fall below the cap.

### 3.4(3): Holidays

This policy applies as described below.

## POLICIES AND PROCEDURES

### Eligibility of Holiday Pay

To be eligible for Holiday Pay leave, employees must be classified as one of the following:

- Full-time regular, project-designated, grant-funded, executive or appointed (40 hours/week) , or
- Part-time 3 (30 to 39 hours/week)

Holiday pay does not apply to part-time 2 (RP2-20 to 29 hours/week), project designated part-time (PJ2-20 to 29 hours/week), seasonal positions, or temporary positions except as noted below.

Holidays are determined by the Board of County Commissioners, and shall be recognized and observed as paid holidays, which are equivalent to eight (8) hours of regular pay. Work schedules may need to be modified due to the date of the observed holiday.

Eligible employees shall receive their regular pay for holidays not worked and holidays worked:

- **Holidays Not Worked (Holiday Pay):** Eligible full-time employees receive eight (8) hours of regular pay for each designated holiday when they do not work on the holiday. Eligible part-time (30-39 hours per week) employees shall receive six (6) hours of regular pay for each designated holiday when they do not work on the holiday. Employees who are employed on the date of the holiday shall receive holiday pay.

Employees working flexible or alternative schedules should consult with their department director regarding the adjusted work schedule for the holiday week.

- **Holidays Worked (Holiday Premium Pay):** Eligible employees who must work on a holiday, because of department operational requirements, shall receive the above-mentioned holiday pay. They additionally receive one-and-one-half (1½) times their regular hourly rate (i.e., a regular hourly rate of \$8.00 per hour shall be paid at \$12.00 per hour) for the hours actually worked on the holiday.

### 3.4(3): Holidays (continued)

Holiday premium-pay hours do not count toward the forty (40) hours of regular hours that are worked for the calculation of overtime paid at one-and-one-half (1½) times the regular hourly rate.

- **Holidays Worked (part-time 2, project designated part-time, seasonal or temporary positions):** Employees in the above categories who must work on a holiday, because of department operational requirements, shall receive one-and-one-half (1½) times their regular hourly rate (i.e., a regular hourly rate of \$8.00 per hour shall be paid at \$12.00 per hour) for the hours actually worked on the holiday.

For purposes of this policy, a holiday is a twenty-four (24) hour period beginning at 12:00 midnight and ending at 11:59 p.m. on the holiday.

### **3.5(1): Family Medical Leave**

This policy applies to all employees who have one (1) or more years of service and who have worked at least 1,250 hours in the twelve (12) months preceding the requested family medical leave.

#### **POLICIES AND PROCEDURES**

Adams County complies with the federal Family Medical Leave Act (FMLA) of 1993, as amended, and with the Colorado Family Care Act (FCA). If at any time the law and this policy conflict, the law governs employee's rights and eligibility.

The County provides up to twelve (12) weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- Incapacity due to pregnancy, prenatal medical care, or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter, or parent, who has a serious health condition; and
- Serious health conditions that make the employee unable to perform his or her job.

#### **Military Family Leave Entitlements**

*Qualifying Exigency Leave.* Eligible employees who have a spouse, son, daughter, or parent on covered active duty (or who has been notified of an impending call or order to active duty) in the Armed Forces, National Guard, or Reserves may use their twelve-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include:

- Attending certain military events.
- Arranging for alternative childcare.
- Addressing certain financial and legal arrangements.
- Attending certain counseling sessions.
- Attending post-deployment reintegration briefings.

### **3.5(1): Family Medical Leave (continued)**

*Military Caregiver Leave.* An eligible employee may take up to 26 weeks of leave during any single twelve-month period to care for a covered service member. A covered service member is a current member of the Armed Forces, National Guard, or Reserves who has a serious injury or illness incurred or aggravated in the line of duty or while on active duty. A covered service member also includes veterans who were members of the Armed Forces, National Guard, or Reserves at any time during the period of five years preceding the start of treatment, recuperation, or therapy. A serious injury or illness is one that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Covered service members also include veterans who began treatment, recuperation, or therapy for a serious injury or illness within five (5) years after leaving the service. The serious injury or illness may have manifested before or after the individual became a veteran.

#### **Family Care Act**

Adams County provides up to twelve (12) weeks of unpaid leave to eligible employees to care for their partners in a civil union or domestic partnership, who have serious health conditions. Generally, leave under the Family Care Act is administered consistent with FMLA regulations.

#### **Benefits & Protections**

During FMLA, the County maintains the employee's health coverage under any group health plan on the same terms as if the employee had continued to work. They will also be retained on all enrolled Adams County benefit plans and the County contribution benefit allowance will continue. An employee on an unpaid leave must make arrangements with the People Services Department for payment of the employee's portion of the benefit premiums. Upon return from FMLA leave, most employees are restored to their original or equivalent position with equivalent pay, benefits, and other employment terms. Certain highly compensated employees (key employees) may have limited reinstatement rights.

#### **Use of Leave & Employee Responsibilities**

- The maximum time allowed for FMLA leave is either twelve (12) weeks in a rolling 12-month period, as defined by the County, or twenty-six (26) weeks as explained above under the heading Military Family Leave Entitlements. The County uses a twelve-month rolling period measured backward from the date an employee uses any FMLA leave.

### **3.5(1): Family Medical Leave (continued)**

- An employee may take leave intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so not to unduly disrupt the County's operations. In such cases, the County may temporarily transfer the employee to an alternative job with equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular job. Leave due to qualifying exigencies may also be taken on an intermittent basis.
- Employees must provide thirty (30) days advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the County's normal call in procedures.
- Employees must provide sufficient information for the County to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave.
- Employees must inform the County if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees may also be required to provide a certification and periodic recertification supporting the need for leave. The County may require second and third medical opinions at the County's expense. Documentation confirming family relationship, adoption, or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Employees on leave should contact Human Resources at least two (2) days before his or her first day returning to work.
- Spouses working for the County are jointly entitled to a combined total of twelve (12) work weeks of family and medical leave for child birth, placement of a child for adoption or, foster care, and to care for a parent who has a serious health condition (or combined twenty-six (26) work weeks to care for a member of the armed services). This is calculated in a rolling twelve (12) month period measured backward.
- Leave for purposes of child birth, adoption of children, or placement of foster children in employees' homes must be taken within twelve (12) months of the event.
- Bereavement, County closure, and jury duty pay is not granted while on FMLA.



### 3.5(1): Family Medical Leave (continued)

#### Return to Work

Failure to return from leave within the approved time may be deemed a voluntary resignation.

#### Related Policies

- **Annual & Sick Leave Accruals.** Employees are required to use all accrued sick leave and annual leave while on family medical leave. Sick leave accruals must be exhausted before annual leave can be used. FMLA leave is leave without pay when paid leave accruals have been exhausted. Employees shall receive accruals for the pay period, if they have worked or were in an approved paid leave status for at least fifty percent (50%) of the pay period. If an employee is in unpaid status for more than fifty percent (50%) of the pay period, he or she shall not accrue annual or sick leave.
- **Workers Compensation.** Employees taking leave pursuant to the Workers' Compensation Leave Policy 3.3(1) are required to concurrently designate that leave as FMLA when the leave is taken for an FMLA qualifying serious health condition.

## 3.5(2): Paid Parental Leave

This policy applies to all Regular Full-Time (RFT) and Regular Part-Time Three (RP3) employees.

### POLICIES AND PROCEDURES

The County supports employees by providing eligible employees with Paid Parental Leave (PPL) when an employee has a baby, adopts a child, or fosters a child. The following amounts of Paid Parental Leave (PPL) are dependent on employment status:

- **Regular Full-Time**— Six (6) weeks at forty (40) hours per week
- **Regular Part-Time Three** – Six (6) weeks at thirty (30) hours per week

#### Use of Leave & Employee Responsibilities

Employees must contact the People Services Department to request Paid Parental Leave, and employees must provide sufficient documentation to People Services for the County to determine if a request qualifies for PPL.

PPL shall run consecutively with FMLA and any other applicable state and/or local protected medical leave. The use of PPL will not reduce the amount of an employee's available FMLA or any other applicable state and/or local protected medical leave.

The maximum time allowed for PPL is six weeks in a rolling twelve-month period. This twelve-month period is measured backward from the date an employee takes PPL. Under the rolling twelve-month period, each time an employee takes PPL, the remaining leave entitlement would be the balance of the six weeks, which has not been used during the preceding twelve (12) months.

Parents who care for the same child and work for Adams County are each eligible to receive the full amount of PPL for which they are eligible (as defined above). However, they may be required to schedule PPL in a way that does not cause scheduling difficulties for the County.

PPL must be taken in a continuous block of time and must be taken immediately following the birth, adoption, or placement of a child; in addition, PPL must be taken immediately following the employee being taken off work due to pregnancy-related medical reasons (unless there are scheduling conflicts, as described above, when both parents work for Adams County).

### **3.5(2): Paid Parental Leave (continued)**

For purposes of calculating overtime, PPL does not count as time worked. PPL is not an accrued leave type and is not paid out upon termination of employment. If an employee is rehired within a rolling twelve-month rolling period in which PPL has been taken, the rolling twelve-month period will continue to be applied to that employee.

Bereavement, county closure, administrative, and jury duty pay will not be granted while an employee is using PPL.

Holiday pay will be granted during PPL as long as the employee is employed on the date of the holiday.

#### **Related Policies**

Please refer to the Family Medical Leave, Short-Term Disability, Annual Leave, and Sick Leave policies for additional information that may be applicable when using PPL.

### **3.5(3): Military Leave**

This policy applies to all employees excluding employees in part-time 2, project designated, temporary and seasonal positions.

#### **POLICIES AND PROCEDURES**

In compliance with the Uniformed Services Employment and Re-employment Rights Acts of 1994 (USERRA) and any applicable state law, it is the policy of Adams County to grant a military leave of absence to eligible employees serving in the uniformed services, including but not limited to, the United States Armed Forces and National Guard and Reserves, for periods of active service (including voluntary and involuntary service) not to exceed a cumulative leave period of five (5) years.

#### **Notice of Leave**

Employees must give advanced notice of their need for military leave prior to the commencement of the leave. A copy of the employee's written military orders must be forwarded to the employee's department director or elected official, as well as to the Human Resources Department, immediately upon receipt.

#### **Full Military Pay**

Eligible employees shall be entitled to a leave of absence with all pay and benefits for which they are normally entitled for up to fifteen (15) scheduled working days each calendar year while engaged in service. This leave shall be used for the first fifteen (15) days an employee is absent due to military duty or training in the calendar year, except in the case when the employee is already gone for military duty in December and the deployment spans into January of the next year. In this case, the fifteen (15) days of military leave may be applied at the end of the deployment or to cover training later in the year. Exceptions to this practice will be considered on a case-by-case basis.

#### **Supplemental Military Pay**

If the leave of absence exceeds fifteen (15) working days due to continuation of military service, and the employee's total military pay is **greater** than their current Adams County salary, the leave becomes leave without pay. The employee may also request use of accrued annual leave and/or compensatory time. If the employee's current total military pay is **less** than their current Adams County salary, they are eligible to receive differential pay in the amount of the difference between the military pay and their base County salary for the full duration of their military leave not to exceed a cumulative leave period of five (5) years. In order to receive supplemental military pay each month,

### **3.5(3): Military Leave (continued)**

employees must forward a copy of their Leave and Earnings Statement (LES) to Human Resources each month.

#### **Continuation of Benefits**

For employees who are called to active military duty for more than thirty (30) consecutive calendar days, the County shall continue payment of the County-funded portion of all applicable medical, dental, and vision premiums and shall pay the employee portion of these premiums for up to twelve (12) consecutive months of active duty.

If employees choose not to continue medical, dental, and vision benefits while on leave, they must sign a waiver form and must re-enroll upon return to work. Coverage shall become effective immediately upon return to active employment with Adams County.

Employees are eligible to continue participation in the long term disability, life and optional life insurance policies for the first ninety (90) days of military leave. Employees shall be responsible for making their required monthly premium contribution for the voluntary life insurance by the 20<sup>th</sup> of the month for the following month's coverage, or cancellation of coverage shall occur. After ninety (90) days of active military leave, the long term disability, life and voluntary life insurance policies will be waived and employees must re-enroll upon return to work. Coverage shall become effective immediately upon discharge from active duty if employee returns to active employment with Adams County.

Employees shall not accrue vacation, sick leave, or receive holiday pay while in military leave-without-pay status.

#### **Retirement Plan**

The employee should notify the Retirement Office of the dates of leave prior to starting military leave. The Retirement Office will provide the employee with information regarding contributions to the Adams County Retirement Plan, including contributions from any Adams County pay received while in active military service.

#### **Reinstatement**

In accordance with the laws governing Veterans' reemployment rights, employees shall be returned to the same position held before the leave or to a position of like status with no loss of seniority or benefit status upon completion of their military leave provided:

1. Employees provide advance notice of their service;
2. Employees return to work or apply for reemployment in a timely manner after the

### **3.5(3): Military Leave (continued)**

conclusion of their service;

3. Employees have five (5) years or less of cumulative military leave while employed with the organization; and
4. Employees have not been separated from service with disqualifying discharge or under other than honorable conditions.

In certain circumstances, employees may be required to undergo a fitness-for-duty examination prior to returning to work.

### **3.6(1): Compensatory Time**

This policy applies to all non-exempt employees.

#### **POLICIES AND PROCEDURES**

It is the option of department directors to grant compensatory time off in lieu of the payment of overtime for hours worked beyond forty (40) hours per workweek. Only regular hours worked and scheduled holidays shall be used for the purpose of computing compensatory time. Such granting of compensatory time off shall be consistent with the provisions of the Fair Labor Standards Act.

It is the responsibility of department directors to notify employees in advance if hours worked in excess of forty (40) per week are to be paid in overtime or compensatory time off. Compensatory time earned and taken must be documented on monthly time entry. Compensatory time shall be granted at a rate of one-and-one-half (1-1/2) times the number of hours of overtime worked and shall be paid at their regular rate of pay.

All requests for compensatory time off must be requested in accordance with department procedures and are subject to prior approval from department directors. Compensatory time accrued in excess of forty (40) hours will be paid in December of each year.

Upon separation from the County (or upon transfer into a position exempt from overtime), accrued compensatory time shall be paid at employees' regular rates of pay as of their last working day. Employees who are demoted to a position with a lower rate of pay will have compensatory time paid out at the time of demotion.

### **3.6(2): Administrative Leave**

This policy applies to all employees.

#### **POLICIES AND PROCEDURES**

Administrative leave shall be granted at the discretion of the County Manager. Employees cannot receive pay in lieu of administrative leave and any remaining leave is forfeited upon separation from the county for any reason.

#### **TYPES OF ADMINISTRATIVE LEAVE**

##### **Exempt Employees**

As a way to remain competitive in the market, all exempt employees are eligible for one (1) administrative day off per month. Employees cannot accumulate exempt administrative leave and it will not be paid out at any time. Exempt employees must be in a paid status for more than half of the month to earn their exempt administrative leave for that month.

##### **Incentive**

Incentive administrative leave may be provided to employees for doing work that extends beyond the scope of their normal job duties or for working a significant amount of extra hours on a project. This must be approved by the department director and should only be provided in special circumstances.

##### **Inquiry**

An employee may be placed on administrative leave pending an investigation or to allow the county to look into a specific situation. This is not a disciplinary action in itself but allows for the county to conduct a thorough investigation. An employee may also be on investigatory administrative leave during the Pre-Disciplinary process and/or appeal process.



### **3.6(3): Leave Without Pay**

This policy applies to all employees eligible for annual and sick leave.

#### **POLICIES AND PROCEDURES**

Leave Without Pay (LWOP) occurs when an employee misses work after exhausting sick and/or annual leave accruals. LWOP may also occur when an employee takes leave that was not approved.

The County discourages the use of LWOP. A manager or director may approve the use of LWOP only in extraordinary circumstances.

If LWOP is not approved by an employee's manager or director prior to use, it will be deemed unauthorized LWOP. The use of unauthorized LWOP shall be subject to disciplinary action, up to and including, termination of employment under the Discipline and Appeal Policy 1.8.

Employees who use LWOP may not be eligible to work an alternative work schedule for six (6) months following the use of LWOP.

#### **Effect of Leave Without Pay Status on Accruals**

If an employee is in unpaid status for more than fifty (50) percent of the pay period, he or she shall not accrue annual or sick leave.

Taking leave without pay while in a probationary period may extend an employee's probationary period until actual time worked is equivalent to a twelve (12) month period.

#### **Leave of Absence**

Regular full-time employees may request a one-time leave of absence. *A leave of absence is intended to provide for employees who encounter a personal or medical issue, who have exhausted protected leave (such as FMLA), or who are not eligible for FMLA and believe that they could return to work full-time if they were able to take a limited block of additional time away from work.* This block of leave shall not exceed thirty (30) calendar days. If an employee who is requesting a leave of absence has remaining annual or sick accruals, these accruals must be used during the leave of absence.

Employees must request a leave of absence in writing and submit the written request to their Department Director at least thirty (30) calendar days prior to

### **3.6(3): Leave Without Pay (continued)**

commencement of leave, except in cases of an emergency. A leave request is subject to the approval of the Department Director, who shall consider the following when determining whether or not to approve the leave:

- The work requirements and work load of the department;
- The employee's performance and length of service with the County; and
- The urgency of the situation prompting the leave request.

The approved written request must be forwarded to the People Services Department and the County Manager's Office for notification prior to the employee taking the leave. It is the employee's responsibility to pay his or her portion of the insurance coverage while on leave without pay. Failure to pay will result in a termination of insurance coverage.

Failure to return to work within the approved time frame may result in termination. After a leave of absence, the County will attempt to return an employee to the same or equivalent position that he or she left, and the same level of pay and benefits as prior to taking an approved leave of absence. Any salary increase, which would have been granted if the employee had not been on leave, shall be awarded immediately upon return to work, but shall not be retroactive. Because of the nature of our business, it is not always practical to hold a position open during a leave of absence. In the event an employee's job is filled, an employee may be considered along with other candidates for any vacant position for which he or she is qualified.

## **1.1(1): Equal Employment Opportunity**

This policy applies to all employees.

### **POLICIES AND PROCEDURES**

Adams County is an equal opportunity employer. The County is committed to complying with all applicable federal, state and local laws. Adams County expects all employees to adhere to and cooperate with the principles of equal employment opportunity ("EEO").

Adams County prohibits discrimination or harassment because of race, color, national origin, ancestry, religion, creed, sex, sexual orientation, age, disability, genetic information, veteran status, or any other legally protected characteristic. This policy of EEO and anti-discrimination applies to all aspects of the relationship between the County and its employees, including: recruitment, employment, promotion, transfer, training, working conditions, termination, wages and salary administration, and employee benefits.

The policies and principles of EEO also apply to the selection and treatment of independent contractors, personnel working on County premises who are employed by temporary agencies and any other persons doing business for or with the County. The County will not tolerate illegal discrimination or harassment between its coworkers, supervisors and/or managers, customers or vendors.

### **3.6(4): Bereavement/Funeral Leave**

This policy applies to employees eligible for annual and sick leave.

#### **POLICIES AND PROCEDURES**

At the discretion of department directors, employees may be granted leave with pay, as necessary, up to forty (40) working hours, in the event of the death of any of the following employee relatives, including in-law and step-relationships: spouse, civil union or domestic partner, parent(s), child(ren), sibling(s), grandparent(s), grandchild(ren), aunts, uncles, nieces, and nephews. Employees may be granted leave for other family members if either the employee or the deceased were the primary care provider or guardian to the other.

At the discretion of department directors, employees may be granted leave with pay to attend the funeral of another County employee.

All bereavement leave is subject to prior approval by department directors. Department directors may ask for documentation of the need for leave. Leave taken in excess of the above limits must be charged to other accrued leaves, as applicable, or may be considered unapproved leave without pay.

### **3.6(5): Jury Leave**

This policy applies to all employees.

#### **POLICIES AND PROCEDURES**

All employees, who are called for jury duty during working hours, shall be granted paid leave with all benefits for which they are normally eligible.

Employees must notify their manager, supervisor, or department directors as soon as they receive a summons to appear for jury duty. Employees shall receive their regular pay up to eight (8) hours per day for Jury Duty.

Employees shall not receive payment for Jury Duty from the court and from the County. Employees that receive a check from the court shall immediately forward the money to the County. Employees shall contact the Finance Department to make arrangements for signing over a check.

Payment for jury duty earned during holidays while in an unpaid family medical leave status or while on annual leave shall be retained by employees.

#### **Return to Work**

Employees who are released from Jury Duty prior to the end of their work schedule shall contact their supervisor or manager for return to work instructions.

Employees, who are scheduled to work outside of regular County business hours, may not be required to work their work shift immediately following jury duty.

#### **Other Court Appearances**

A required appearance in court arising out of or in the course of employment with the County shall be considered time worked, if the employee reimburses the County any fees received, excluding mileage and parking.

Employees having subpoenaed court appearances that are not related to County employment shall be granted time to be taken as annual, compensatory, administrative, or leave without pay, as determined to be appropriate by the employees' department director.

### **3.7(1): Overtime**

This policy applies to employees in non-exempt positions.

#### **POLICIES AND PROCEDURES**

All scheduling and payment of overtime must be authorized by department directors or designees. Compensatory time off at the overtime rate may be granted in lieu of overtime pay at the discretion of department directors. Please refer to the Compensatory Time Policy 3.6(1) for the policies and procedures regarding compensatory time.

Payment of overtime to all eligible employees shall be at the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular hourly rate (i.e., a regular hourly rate of \$8.00 per hour shall be paid at \$12.00 per hour) for all hours worked beyond forty (40) hours per workweek. Only regular hours worked and scheduled holidays shall be used for the purpose of computing overtime. All other forms of pay for time not worked are excluded.

### **3.7(2): On-Call**

This policy applies to all employees.

#### **POLICIES AND PROCEDURES**

Adams County recognizes that it may be necessary for various departments and Elected Offices to require employees to be available for on-call assignments. It is the County's general policy that on-call assignments should be kept to a minimum. On-call time is defined as the time period when an employee is required and designated to remain available for duty during non-scheduled work hours, but he or she is permitted to engage in most personal activities as long as he or she responds to calls promptly, efficiently, and safely.

Each department shall have a written on-call duty plan that will be approved by the County Manager's Office and on file in People and Culture Services and Payroll. This plan should detail the specific course of action to be followed by employees when they are assigned to be on-call, and the plan should also detail any associated rate of pay. On-call duty should be scheduled with the employee in advance, and each department and Elected Office should develop a rotation. Employees who are assigned on-call duty must be provided with a cell phone, pager, or two-way radio during the period specified as the on-call period. Employees assigned on-call duty are generally required to respond by telephone or radio within fifteen (15) minutes, or report to a work location within thirty (30) minutes of being notified, unless the department or Elected Office requires a more or less rapid response time.

In the event an on-call employee fails to respond to a call to work or reports unfit for duty, he or she shall be subject to disciplinary action, up to and including, termination of employment under the Discipline and Appeal Policy 1.8.

### **3.8: Payroll Deductions and Pay Day**

This policy applies to all employees.

#### **POLICIES AND PROCEDURES**

Employees are paid once a month on the last workday of the month. Payment is based upon a monthly or hourly rate in accordance with the authorized salary established for each County position.

#### **Employee Payroll Advances**

New employees will be eligible for advance pay in the first month of employment, payable on the 15th of the month. New employee advance requests must be approved by the employee's department director, the Finance Director, or the Director of People Services, and the request must be received in the Finance Department by the 10th of the month. Advances shall not exceed an employee's net earnings at the time of the advance.

Employees may request payroll advances; however, each employee may receive no more than two payroll advances per calendar year. Advances shall not exceed an employee's earnings at the time of the advance.

#### **Payroll Deductions**

Deductions that are required by law will be withheld from employees' pay and paid by the County. All eligible employees shall contribute to the retirement fund; deductions for employee contributions to that fund are withheld from employees' pay. Optional payroll deductions for medical/dental/vision/life insurance coverage, financial institutions, savings bonds, and other miscellaneous deductions may be taken when approved by the Board of County Commissioners and authorized by employees.

#### **Deductions While on Leave without Pay**

Prior to being placed in a leave-without-pay status, it is the responsibility of employees to make arrangements with the People Services Department and the Finance Department if they desire to continue contributions for insurance premiums. Employees are requested to make these arrangements at least ten (10) days prior to being placed in a leave-without-pay status. In cases of emergency, arrangements should be made as soon as possible. Failure to do so may result in termination of benefits.



### **3.9: Closure of County Buildings/Suspension of Operations**

This policy applies to all employees.

#### **POLICIES AND PROCEDURES**

The Board of County Commissioners may close County facilities or suspend County operations due to emergency conditions.

The County Manager may suspend work for employees under his/her direction in the event that severe weather conditions (or other emergencies) prevent employees from performing their scheduled duties. Decisions to suspend work for employees scheduled to work on holidays or weekends shall be made by department directors. If department directors are unavailable, the County Manager or designee shall make the final decision.

When it becomes necessary to close County facilities or otherwise suspend work, those employees scheduled for work at that time shall be paid as if they were at work (excluding scheduled overtime). An employee in any type of leave status will remain in the leave status and will not receive credit as if they were at work.

#### **Employees Designated During Closure**

If it becomes necessary to provide services while facilities are closed, the department director or County Manager may designate employees who are needed to perform work. If so designated, a non-exempt employee who is required by their department director to remain at work under the above-stated circumstances shall be paid overtime.

#### **Declared Emergencies**

In the case of an emergency declared pursuant to C.R.S. § 24-33.5-709(1) (local disaster emergencies), all exempt employees who are deemed essential by their department director and who are asked to perform duties related to the declared emergency will be compensated for hours worked in excess of sixty (60) hours per week at the rate of one and one-half (1½) times the employee's regular hourly rate. This overtime rate shall not apply to the first sixty (60) hours worked by these exempt employees during any such week during the declared emergency.

## **4.1: Temporary Reassignment**

This policy applies to all employees.

### **POLICIES AND PROCEDURES**

A department director may temporarily reassign an employee to a position other than his or her current assignment if the department director determines that such reassignment is necessary to meet the organizational needs of the office or department and the employee being temporarily reassigned meets the minimum qualifications of the reassigned position.

#### **Temporary Reassignment to a Position of Higher Salary Grade**

If an employee is temporarily reassigned to a position in a higher salary grade than his or her current position, the employee shall be eligible for an increase in salary (while temporarily reassigned) only if the following conditions are met:

- The temporary reassignment is in excess of thirty-one (31) calendar days, and
- The employee is performing all of the normal duties and responsibilities of the position's job specifications.

When the above criteria have been met, a Director may recommend to the Deputy County Manager(s) or County Manager the greater of either a six (6) percent increase or an increase to the minimum of the salary range (or minimum salary level of the pay plan/grade) of the temporary position. The County Manager shall have discretion to provide a greater increase in unique circumstances. The temporary pay, however, may not exceed the salary range maximum of the temporary classification which the incumbent is in.

Upon completion of a temporary reassignment, employees shall return to their previous position, at the same rate of pay (except in the cases of a salary increase occurring during a temporary reassignment) and the same benefit status of the original position.

## 4.2: Rates of Pay

This policy applies to all employees.

### POLICIES AND PROCEDURES

All pay rates (i.e., salaries) may be based upon the employee's assigned classification and corresponding pay-grade assignment.

#### Lateral Transfer

If an employee is transferred into or accepts a position that has the same pay grade assignment as his or her current position, the Department Director has the discretion on whether or not to maintain the current pay level.

#### Salary Ranges

All positions are placed into a salary range comprising the minimum and maximum amount of compensation that can be paid to a position based on its corresponding classification. If an employee's salary is at or above the maximum of the salary range for his or her job, the salary range is designated as having a "Red Circle Rate." There will be no increases to base pay until the salary falls below the salary range maximum.

Lump-sum payments, in lieu of base pay increases, will be paid to employees who have a "Red Circle Rate" and whose performance meets or exceeds expectations.

#### Types of Appointments

- **New Hire (Initial Appointment to a Position).** New employees are usually hired into a position at the minimum of the pay range. Department directors have the authority to hire a new employee up to 15% above the minimum of a pay range. If hiring above the minimum, department directors shall consult with People and Culture Services, and an internal equity study shall be completed. A new employee can be hired at more than 15% above the minimum of the pay range with commensurate experience and written approval from the County Manager.
- **Promotion (Appointment to a Position Assigned to a Higher Pay Grade).** If an employee is promoted to a position that has a pay range higher than his or her current position, the employee's salary may be adjusted 6% or to the minimum of the new pay range whichever is

## 4.2: Rates of Pay (continued)

greater. Department directors have the authority to adjust the salary up to 15% above the minimum of the new pay range. The County Manager shall have discretion to provide a greater increase in unique circumstances. The current pay plan, market value, and internal equity with similarly situated current employees may serve as a guide to the promotional increase, in consultation with People and Culture Services and at the discretion of the County Manager. Please note that promotions will not trigger a change in the employee's annual review date.

- **Downgrade (Appointment to a Position Assigned to a Lower Pay Grade).** If an employee is appointed to a position that has a pay grade that is lower than his or her current position, the pay for the new position may be adjusted to a lower rate of pay. Contact the People Services Department for the new rate of pay.

## 4.3: Recruitment and Selection

This policy applies to all employees.

### POLICIES AND PROCEDURES

All recruitment and selection procedures and activities shall be conducted in a manner that provides equal employment opportunities and avoids discrimination. The evaluation of candidates shall be based on objective, relevant job criteria.

#### Vacancies

All regular, project designated, grant funded, executive, part-time and seasonal vacancies must be recruited for by using the county's applicant tracking system. The hiring manager and/or department director, in consultation with People and Culture Services, may elect to advertise the position on other recruitment sites.

Job announcements must be posted for a minimum of (5) days. The hiring department or office, in consultation with People and Culture Services, may elect to advertise a vacancy internally only. If an internal posting does not yield adequate quality and quantity of candidates to conduct a successful recruitment, the hiring manager shall consult with the Culture Services Department in determining the next step in the recruitment process. To be considered for a vacancy, all application materials must be received on or before the closing date as stated on the job announcement. Candidates must meet the minimum qualifications for the position for which they have applied.

The hiring department must use a competitive process based on job-related criteria and shall interview for vacancies.

#### Temporary Positions

- **Temporary** - This classification allows departments and elected offices the ability to hire a temporary employee. Hiring managers shall work with People and Culture Services before hiring a temporary employee to ensure temporary employment guidelines are met.
- **Seasonal** - This classification allows departments and elected offices the ability to hire a temporary employee to work for a designated season. The People Services Department determines what positions are eligible for seasonal status.

### **4.3 Recruitment and Selection (continued)**

Hiring managers and/or department directors must follow all the requirements set forth in this policy for the hiring of all temporary vacancies. Hiring managers and/or department directors may elect to use the county's applicant tracking system, to recruit for temporary vacancies that are anticipated to last for less than 180 days.

If the department elects to utilize the applicant tracking system, the hiring department must follow all the requirements set forth in this policy. Hiring departments and offices can elect to use a staffing agency for short-term (less than 180 days) temporary needs. Department shall work in consultation with the Culture Services department prior to contracting with a staffing agency.

#### **Internships/Volunteers**

Hiring managers and/or department directors may elect to use the county's applicant tracking system to recruit for interns and volunteers. If the department elects to utilize the applicant tracking system, the hiring department must follow all the requirements set forth in this policy. The hiring manager and/or department director, in consultation with Culture Services, may elect to advertise the position on other recruitment sites.

#### **Eligibility List/Candidate Pool**

Applicants who meet the minimum qualifications for a position will be placed on a candidate eligibility list. This list shall remain active for 180 days from the position closing date. Interviewed candidates are eligible for selection for a maximum of 90 days after the conclusion of the interview process.

Candidate pools can be created for positions that have more than twenty (20) vacancies per year. Candidate pools are created by advertising a continuous posting regardless of a current vacancy. Candidates that meet the minimum qualifications for a position in a continuous posting shall remain active for six (6) months. At the expiration of six (6) months, candidates will be notified that their application has expired and they need to reapply if they are still interested in the position.

#### **Alternatives to Posting**

Exceptions to the posting requirements may be requested in writing to the Culture Services Department. Approval by the Culture Services Director (or designee) must be received prior to taking action. Exceptions may be approved in the following situations:

### **4.3: Recruitment and Selection (continued)**

- Transfers within the same classification within a department or office
- Demotions (voluntary and involuntary) from a higher classification from within the same or different department
- Transfers and demotions of a qualified employee from any classification as an alternative to layoff
- Career progressions within the same job series that have been established by a department or office and approved by People Services
- Position and incumbent moved to another department as part of a reorganization
- To accommodate the transfer or demotion of an employee as part of an ADA accommodation
- Transfer as part of a formal settlement of a grievance or employment litigation
- Temporary/seasonal employment for less than 180 consecutive days
- Summer youth or similar grant funded programs
- Retiree re-employment based on temporary business need
- Internship opportunities
- Volunteer opportunities

#### **Selection**

The hiring manager shall establish relevant job-related criteria to evaluate candidates. Candidates must be evaluated solely on their qualifications (knowledge, skills, experience and education) and ability to perform the essential functions of the job. If the hiring department elects to use a test, simulation of job responsibilities, a case study or off the shelf assessments (i.e. personality, interest inventory, etc.) as part of their selection process they must present and receive approval from Culture Services prior to using. In most cases, the hiring manager shall conduct reference checks prior to extending an offer of employment.

#### **Background Check**

All candidates, including temporary employees, interns, volunteers, seasonal employees, and any other person performing work for the county, must successfully pass a background check appropriate for the position prior to commencing work with the county. People and Culture Services will conduct and store all background checks. Internal candidates that are selected to fill a vacancy shall have a new background check completed prior to starting in their new position.

#### **Job Offer**

Prior to posting a position, a hiring rate/range will be recommended by People and Culture Services if not already established. Pay ranges will provide guidance in

### **4.3: Recruitment and Selection (continued)**

making final salary decisions by providing a minimum and maximum salary allowed for each job. Factors to consider in making salary decisions, in consultation with People and Culture Services include: education/experience of new hire, budget constraints, internal equity, and market relevance. Appropriate business justification documentation must be submitted to the Deputy County Manager(s) or County Manager for approval of any offer that is fifteen (15) percent above the minimum of the pay range. The salary for an internal promotion or hire should be determined in the same manner as that for an external hire.

#### **Documentation**

All documentation related to the recruitment process must be forwarded to Culture Services within two (2) weeks of the conclusion of the hiring process. Culture Services will retain all recruitment documentation in accordance with federal and state record retention requirements.

#### **Starting Date**

A selected candidate's date of hire will be the first day he/she physically reports to work and, unless there are special circumstances, shall coincide with new hire orientation. An internal transfer's effective date begins when he/she assumes the responsibilities of the new position.

#### **Falsification/Omission of application materials**

Any falsification or significant omission of information on an application may result in refusal of employment or, if already hired, may result in termination of employment regardless of when the recruitment and selection for the position occurred.



## 4.4: Background Investigations

This policy applies to all potential hires, current employees, and volunteers.

### POLICIES AND PROCEDURES

Adams County strives to exercise appropriate care and discretion in the screening and placement of its employees and volunteers; therefore, the County will conduct a variety of background investigations on potential hires, current employees, and volunteers during the employment process and when required by law or policy.

People and Culture Services shall conduct all background checks, which may include Social Security Number Verification, criminal history, education verification, Sex Offender Registry, E-verify, Motor Vehicle Records, Child/Adult Welfare systems, financial/credit, applicable state systems, and any others that may be required by law or are directly related to work that the individual will be performing at the County. These background checks can be done through a third party vendor and may require a fingerprint submission.

If the background check reveals any omissions or areas of concern that are directly related to the scope of the position, potential hires, current employees, or volunteers will be notified that information has been obtained which may preclude them from the position that they were seeking. These individuals will be given the opportunity to provide mitigating or pertinent information for review and consideration.

Positions requiring background investigations include the following:

- **Potential Hires:** All applicants who are offered employment with Adams County will be subject to a background investigation. Offers of employment are contingent on the successful completion of a background investigation. New employees may not begin work until People and Culture Services receives the results of a background investigation.
- **Current Employees:** Current employees who are being considered for promotion or job change shall be subject to a background investigation. Background investigations may also be conducted during an internal investigation of an employee's alleged misconduct or when required for specific program rules.
- **Volunteers and Interns:** All volunteers and interns, whether paid or unpaid, shall have a background investigation completed before carrying out any work for the County.

## **4.4: Background Investigations (continued)**

Background checks must be completed on all new employees, promotions, and job changes; a background check authorization form must be completed prior to a background check. Background results are valid for 30 days. Information that is obtained from a background investigation will be considered for employment purposes, as permitted by federal and state law and in accordance with Adams County policies. A designated People and Culture Services representative will review the results of the background check and will notify the appropriate people regarding the results. Information will be reviewed to determine:

- Whether false statements or material omissions were made on the individual;
- Whether an individual, based on the job duties of the position, poses a threat to security or safety in the workplace; or
- Whether an individual, based on the job duties of the position, poses a liability or risk to the county, property, or the vulnerable populations that we serve.

If negative or incomplete information is obtained, the Department Director shall consult with People and Culture Services and the County Attorney's office to assess the potential risks and liabilities related to the job's requirements and to determine whether the individual should be hired or retained. If a decision is made to not hire, promote, or retain an individual based on the results of a background check, additional Fair Credit Reporting Act requirements will be handled by People and Culture Services in conjunction with the background screening service.

### **Self-Disclosure**

All applicants must list criminal convictions on their Adams County application for employment. This requirement applies to all internal and external candidates. Inaccurate or incomplete information contained on the application may be grounds for disqualification or termination, as applicable. A record of conviction will not necessarily result in denial or termination of employment.

All current employees and volunteers are required to immediately inform their supervisor in the event that they are arrested and/or convicted of a felony or misdemeanor, other than minor traffic violations. Additionally, current employees whose position requires a valid Commercial Driver's License (CDL) must immediately inform their supervisor if they receive a citation for any traffic violation. Depending on the circumstances, the nature of the arrest, or conviction could lead to termination of employment.

## **1.1(2): Anti-Harassment**

This policy applies to all employees and non-employees, such as volunteers, customers, clients, vendors, and consultants.

### **POLICIES AND PROCEDURES**

Adams County prohibits harassment on the basis of any characteristic protected by law (see Policy 1.1(1)). For the purposes of this policy, harassment is verbal or physical conduct that denigrates or shows hostility toward an individual because of a legally protected characteristic and has the purpose or effect of creating an intimidating, hostile, or offensive work environment, unreasonably interfering with an individual's work performance, or adversely affecting an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs, denigrating jokes, or negative stereotyping; threatening, intimidating, or hostile acts; and display or circulation of written or graphic material that denigrates or shows hostility toward an individual or group.

#### **Sexual Harassment**

Because sexual harassment raises issues that are to some extent unique in comparison to other harassment, the County believes that sexual harassment warrants separate emphasis. Adams County prohibits sexual harassment in the County workplace. Sexual harassment is defined as, but not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Actions may constitute sexual harassment when:

- Submission to such conduct is made, either explicitly or implicitly, a term or condition of employment;
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Adams County prohibits inappropriate sexual conduct in the workplace. All employees are expected to conduct themselves in a professional manner at all times. Inappropriate sexual conduct includes, but is not limited to, sexually explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, or e-mail;

## **1.1(2): Anti-Harassment (continued)**

- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates; or
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging and brushing up against another's body.

### **1.1(3): Anti-Retaliation**

This policy applies to all employees.

#### **POLICIES AND PROCEDURES**

Adams County prohibits retaliation against an employee for filing a complaint regarding illegal harassment or discrimination, for reporting a violation (or potential violation) of Adams County policy in good faith, or for assisting in an investigation.

The initiation of harassment, discrimination, or retaliation complaints shall not affect any complainant's conditions of employment, career development, or future business dealings with the County.

## **1.2: Reporting and Investigation of Discrimination, Harassment, or Retaliation**

This policy applies to all employees.

### **POLICIES AND PROCEDURES**

#### **Confidentiality**

Any complaint that is reported through the appropriate County channels will be investigated and kept as confidential as possible, under the circumstances. Confidentiality will be balanced with the County's need to investigate and fully understand the facts behind the alleged misconduct so appropriate action can be taken. For example, the identity of the complainant is usually revealed to the accused and witnesses. Depending on the circumstances, including the consideration of confidentiality and due process interests, the substance of a complaint and the results of an investigation may be shared with the complainant and the individual accused of harassment or discrimination. People and Culture Services will take adequate steps to ensure that the complainant is protected from retaliation.

#### **Elected Officials**

Allegations that are against elected officials are taken seriously. All such allegations will be handled in accordance with this policy, and will be investigated. People and Culture Services and the County Attorney's Office may make recommendations to the Board of County Commissioners and other elected officials regarding the outcome of those investigations. The Board of County Commissioners cannot force elected officials to participate in investigations and cannot discipline or terminate elected officials for violations of County policy.

#### **Employee(s)**

If an employee believes that he or she has been subject to harassment, discrimination, or retaliation, he or she may address the situation directly and immediately with the person who is responsible for that behavior, if possible. If the inappropriate conduct does not cease, or if the employee is unable to or uncomfortable with directly addressing the alleged perpetrator, he or she should report the incident to his or her own manager or supervisor, or to People and Culture Services. If the employee feels that he or she cannot go to his or her manager or supervisor, or to People and Culture Services, with a complaint, the employee should report the incident to the County Manager or a Deputy County Manager. All complaints must be brought forth in good faith. It is helpful, but not required, to provide a written record of the date, time, and nature of the incident(s), in addition to the names of any witnesses.

## **1.2: Reporting and Investigation of Discrimination, Harassment, or Retaliation (Continued)**

It is important to report any and all concerns of harassment, discrimination, or retaliation to a manager or supervisor, or to People and Culture Services, as soon as possible. Management must be made aware of the situation so they can conduct an immediate and impartial investigation, and take appropriate action to remediate or prevent the prohibited conduct from continuing.

### **People and Culture Services**

People and Culture Services is responsible for ensuring that both the individual filing the complaint and the accused individual are aware of the seriousness of a complaint of harassment, discrimination, or retaliation. In addition People and Culture Services is responsible for explaining the County's equal employment opportunity policies. People and Culture Services will also explore formal and informal means of resolving complaints, and will arrange for and conduct investigations that are consistent with the nature and severity of the complaint.

Participation in an investigation is mandatory. During an investigation, the employee accused of a policy violation may be placed on administrative leave.

### **Managers & Supervisors**

Managers and supervisors must deal expeditiously and fairly with allegations of harassment, discrimination, or retaliation within their departments, whether or not there has been a written or formal complaint. They must:

- Take all complaints or concerns of alleged or possible harassment or discrimination seriously no matter how minor or who is involved.
- Ensure that harassment or inappropriate sexually oriented conduct is immediately reported to People and Culture Services so a prompt investigation can occur.
- Take any appropriate action to prevent retaliation or prohibited conduct from recurring during and after any investigations or complaints.

Managers and supervisors who knowingly allow or tolerate sexual harassment or retaliation, including the failure to immediately report such misconduct to People and Culture Services, are in violation of this policy and subject to discipline.

### **Other Available Procedures**

The procedures that are available under this policy do not preempt or supersede any legal procedures or remedies otherwise available to a victim of sexual harassment under local, state or federal law.

### **1.3: Pregnancy Accommodation**

This policy applies to all employees.

#### **POLICIES AND PROCEDURES**

If an employee or applicant is pregnant or has a health condition related to pregnancy and requests an accommodation, the County will engage in the interactive process with the employee or applicant and will provide a reasonable accommodation that would allow the employee or applicant to perform the essential functions of the job, unless doing so would result in an undue hardship to the County.

Employees shall contact People and Culture Services with any request for accommodation. The County will require that an accommodation request be submitted in writing. People and Culture Services, in consultation with the Department Director (or designee) or elected official (or designee), in addition to the County Attorney's Office, will make a determination on a request for reasonable accommodation.

The County will not take adverse action against an employee who requests or uses a reasonable accommodation. The County will not deny employment opportunities to an employee or applicant based on the need to make a reasonable accommodation.



## **1.4: Disability and Religious Accommodation**

This policy applies to all employees.

### **POLICIES AND PROCEDURES**

Adams County will engage in the interactive process and provide reasonable accommodations for qualified individuals who have known disabilities, and for employees whose work requirements interfere with a sincerely held religious belief, unless doing so would result in an undue hardship to the County or cause a direct threat.

Employees shall contact the People Services Department with any request for accommodation(s). Adams County requires that an accommodation request be submitted in writing. People Services, in consultation with the Department Director (or designee) or elected official (or designee), in addition to the Adams County Attorney's Office, will make a determination on a request for reasonable accommodation.

The County will not take adverse action against an employee who requests or uses a reasonable accommodation. The County will not deny employment opportunities to an employee or applicant based on the need to make a reasonable accommodation.



## **PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> February 26, 2019
<b>SUBJECT:</b> Tax Year 2018 Colorado Parks and Wildlife Impact Assistance Grant Application
<b>FROM:</b> Assessor's Office
<b>AGENCY/DEPARTMENT:</b> Assessor's Office
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the resolution.

### **BACKGROUND:**

Adams County has 900 acres of land owned by the State of Wildlife and Parks department. This land is not on the County's tax rolls and as such, no revenue can be collected from this land. The State legislature has recognized that this could cause a negative financial impact on counties in which this type of land is located and on political subdivisions located within those counties. As a result, C.R.S. 30-25-301 et seq. authorizes the counties impacted to apply for and receiving impact assistance grants. Adams County will be submitting an application for the Colorado Parks and Wildlife Impact Assistance Grant with a request of \$18,136.62 in grant funds.

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

### **ATTACHED DOCUMENTS:**

Resolution  
Colorado Parks and Wildlife Impact Assistance Grant Application

**FISCAL IMPACT:**

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

**Fund: 1****Cost Center: 1**

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	6190		18,136.62
<b>Total Revenues:</b>			<u>18,136.62</u>

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

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

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

**Additional Note:**

This is a Payment in Lieu of Taxes, which the County does not budget for.

**RESOLUTION APPROVING THE TAX YEAR 2018 COLORADO PARKS AND  
WILDLIFE IMPACT ASSISTANCE GRANT APPLICATION**

WHEREAS, as codified in C.R.S. § 30-25-301, the Colorado State Legislature recognizes that the withdrawal of lands from county tax rolls for wildlife conservation and public recreation purposes could create negative financial impacts on counties in which those lands are located; and,

WHEREAS, C.R.S. § 30-25-302(1) provides that the Board of County Commissioner shall certify to the parks and wildlife commission, on a yearly basis, the dollar amount representing the negative financial impact that the parks and wildlife commission's ownership of lands within the county has on the county's finances; and,

WHEREAS, C.R.S. § 30-25-302(a)(I)-(III), provides the process by which a county is to calculate the dollar amount representing the negative financial impact that the ownership of the parks and wildlife lands by the state has on a county's finances; and,

WHEREAS, the Adams County Assessor has employed the methodology detailed in C.R.S. § 30-25-302(a)(I)-(III) and has determined that Adams County had total of 900 acres of property owned by the Colorado Division of Parks and Wildlife for tax year 2018 resulting in a request for \$18,136.62 as noted in the tax year 2018 Impact Assistance Grant Application, a copy of which is attached hereto and incorporated by reference as though fully set forth herein.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Tax Year 2018 Colorado Parks and Wildlife Impact Assistance Grant Application is hereby authorized and approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Grant Application on behalf of Adams County.

## COVER PAGE

Colorado Parks and Wildlife  
Impact Assistance Grant Application  
Authorized by C.R.S. §30-25-301 & 302, As Amended



County Adams

Tax Year 2018

Date 2/11/2019

	<u>Acres</u>	<u>Amount Requested</u>
State Parks	868	\$17,381.60
State Wildlife Areas	32	\$755.02
<b>TOTALS</b>	<b>900</b>	<b>\$18,136.62</b>

County Commissioner:

Signature

Printed Name

APPROVED AS TO FORM  
COUNTY ATTORNEY  
*[Signature]*

Name & email address of person responsible for completing application

jmalonado@adcogov.org

# Impact Assistance Grant Application Form - PARKS

County Adams

Tax Year 2018

PARKS Parcel(s)/Schedule#(s) 01569 28 0 00 017; 01569 00 0 00 070; 01569 00 0 00 071; 01569 00 0 00 094  
01569 00 0 00 095; 01569 00 0 00 101; 01569 00 0 00 195; 01569 00 0 00 196  
01569 00 0 03 001; 01569 34 3 00 009; 01569 33 0 00 011; 01569 33 0 00 013  
01569 00 0 00 120; 01569 28 0 00 009

Tax Area 292

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated	41	\$375.83	\$15,409.03
	18	\$375.83	\$6,764.94
	211	\$375.83	\$79,300.13
	79	\$375.83	\$29,690.57
	35	\$375.83	\$13,154.05
	3	\$375.83	\$1,127.49
	23	\$375.83	\$8,644.09
	1	\$375.83	\$375.83
Irrigated Meadow			\$0.00
			\$0.00
Dry Farm	75	\$55.01	\$4,125.75
	1.00	\$55.01	\$55.01
	50	\$55.01	\$2,750.50
	4	\$55.01	\$220.04
Grazing	119	\$11.61	\$1,381.59
	78	\$11.61	\$905.58
			\$0.00
			\$0.00
Forest Ag			\$0.00
			\$0.00
Waste			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>Total Acres</b>	<b>738</b>		<b>Combined Total \$163,904.60</b>

Total Mill Levy for this Taxing Area 93.77700000

**Total PARKS Amount Requested  
for this Taxing Area** **\$15,370.48**



# Impact Assistance Grant Application Form - PARKS

County Adams

Tax Year 2018

PARKS Parcel(s)/Schedule#(s) 01569 00 0 00 307

Tax Area 294

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated	55	\$375.83	\$20,670.65
			\$0.00
			\$0.00
			\$0.00
Irrigated Meadow			\$0.00
			\$0.00
			\$0.00
			\$0.00
Dry Farm			\$0.00
			\$0.00
			\$0.00
			\$0.00
Grazing			\$0.00
			\$0.00
			\$0.00
			\$0.00
Forest Ag			\$0.00
			\$0.00
			\$0.00
			\$0.00
Waste	75	\$2.22	\$166.50
			\$0.00
			\$0.00
			\$0.00
<b>Total Acres</b>	<b>130</b>		<b>Combined Total \$20,837.15</b>

Total Mill Levy for this Taxing Area 96.51600000

**Total PARKS Amount Requested  
for this Taxing Area** **\$2,011.12**

# Impact Assistance Grant Application Form - WILDLIFE

County Adams

Tax Year 2018

WILDLIFE Parcel(s)/Schedule#(s) 1825 01 2 00 005; 1825 10 1 00 007; 1825 01 2 06 003

Tax Area 85

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated	10	\$396.90	\$3,969.00
			\$0.00
			\$0.00
			\$0.00
Irrigated Meadow			\$0.00
			\$0.00
			\$0.00
			\$0.00
Dry Farm	15	\$55.01	\$825.15
			\$0.00
			\$0.00
			\$0.00
Grazing			\$0.00
			\$0.00
			\$0.00
			\$0.00
Forest Ag			\$0.00
			\$0.00
			\$0.00
			\$0.00
Waste			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>Total Acres</b>	<b>25</b>		<b>Combined Total \$4,794.15</b>

Total Mill Levy for this Taxing Area 106.72000000

**Total WILDLIFE Amount Requested  
for this Taxing Area** **\$511.63**



# Impact Assistance Grant Application Form - WILDLIFE

County Adams

Tax Year 2018

WILDLIFE Parcel(s)/Schedule#(s) 1721 20 0 00 038

Tax Area 245

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated	<u>7</u>	<u>\$388.09</u>	<u>\$2,716.63</u>
	<u></u>	<u></u>	<u>\$0.00</u>
	<u></u>	<u></u>	<u>\$0.00</u>
	<u></u>	<u></u>	<u>\$0.00</u>
Irrigated Meadow	<u></u>	<u></u>	<u>\$0.00</u>
	<u></u>	<u></u>	<u>\$0.00</u>
	<u></u>	<u></u>	<u>\$0.00</u>
	<u></u>	<u></u>	<u>\$0.00</u>
Dry Farm	<u></u>	<u></u>	<u>\$0.00</u>
	<u></u>	<u></u>	<u>\$0.00</u>
	<u></u>	<u></u>	<u>\$0.00</u>
	<u></u>	<u></u>	<u>\$0.00</u>
Grazing	<u></u>	<u></u>	<u>\$0.00</u>
	<u></u>	<u></u>	<u>\$0.00</u>
	<u></u>	<u></u>	<u>\$0.00</u>
	<u></u>	<u></u>	<u>\$0.00</u>
Forest Ag	<u></u>	<u></u>	<u>\$0.00</u>
	<u></u>	<u></u>	<u>\$0.00</u>
	<u></u>	<u></u>	<u>\$0.00</u>
	<u></u>	<u></u>	<u>\$0.00</u>
Waste	<u></u>	<u></u>	<u>\$0.00</u>
	<u></u>	<u></u>	<u>\$0.00</u>
	<u></u>	<u></u>	<u>\$0.00</u>
	<u></u>	<u></u>	<u>\$0.00</u>
<b>Total Acres</b>	<u>7</u>		<b>Combined Total</b> <u>\$2,716.63</u>

Total Mill Levy for this Taxing Area 89.59400000

**Total WILDLIFE Amount Requested  
for this Taxing Area** \$243.39

## COLORADO REVISED STATUTES

### **C.R.S. 30-25-301 (2013)**

#### **30-25-301. Legislative declaration**

The general assembly hereby recognizes that withdrawal of lands from county tax rolls for the purpose of wildlife conservation and public recreation may create financial impacts on counties in which such lands are located. The general assembly further recognizes that such withdrawal may necessitate financial support and assistance by the state. It is the intent of the general assembly in enacting this part 3 to provide the means by which the state may provide such necessary assistance through impact assistance grants.

### **C.R.S. 30-25-302 (2013)**

#### **30-25-302. Eligibility - determination of impact - procedures - legislative declaration**

(1) (a) Except as provided in section 33-60-104.5, C.R.S., for real property interests acquired with funds made available from the great outdoors Colorado trust fund, in any county in which the division of parks and wildlife owns property, the board of county commissioners of the county shall certify once a year during the regular tax assessment period, to the parks and wildlife commission, the current dollar amount representing the negative financial impact that the ownership has on the county's finances and the finances of any political subdivision that lies within the county. In calculating the dollar amount, the board of county commissioners shall take into consideration the following factors:

(I) The estimated assessment of ad valorem taxes on such land if such land was zoned for agriculture and was privately owned;

(II) The cost incurred by the county for services required or provided on such land which would not be required or provided if the land was not owned by said divisions; and

(III) The costs incurred by other political subdivisions which provide services on or to such land.

(b) (Deleted by amendment, L. 2011, (SB 11-208), ch. 293, p. 1389, § 15, effective July 1, 2011.)

(2) The board of county commissioners of any county certifying the current dollar amount pursuant to subsection (1) of this section shall include with such certification an itemized statement of its reasons for determining the amount.

(3) The parks and wildlife commission shall review the dollar amounts certified pursuant to subsection

## **Guidelines for Applying**

### **Who may apply and how land is assessed**

Impact Assistance Grants are authorized by C.R.S. Section §30-25-301 and C.R.S. Section §30-25-302, as amended.

**Any county in which Colorado Parks and Wildlife owns land in fee title is eligible to receive an Impact Assistance Grant.** In order to receive a grant, a county must apply for it, but each county has the choice whether or not to apply.

**Impact Assistance is paid on land owned by Colorado Parks and Wildlife and assessed at an agricultural value.** Regardless of how the land is actually zoned in the county, it may be included on the application as long as it is submitted with an agricultural value.

The six types of agricultural land used are:

- Irrigated
- Dry farm
- Grazing
- Irrigated meadow
- Forest Ag
- Waste

**The value of improvements should not be included in the assessed value.**

Impact Assistance is paid for all taxing entities (counties, school, fire, water, and other special districts) applicable to each parcel of land.

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# Instructions

\*\*\*Application Deadline: March 8, 2019\*\*\*

Before completing the worksheets, please download and save the document to your computer by right clicking on the appropriate link for your county and choosing "Save Target As" to save the Microsoft Excel file to your computer.

## **I. COVER PAGE**

Fill in the date and the name and email address of the person completing the application. The fields in blue (Acres, Amount Requested) are automatically calculated after you complete the remaining application pages. Once completed, please print the entire form, have one county commissioner sign the cover page, and mail it to us.

**REMINDER:** *It is no longer necessary to mail us a copy of your Abstracts and Mill Levies.*

## **II. APPLICATION FORM(S)**

It is not necessary to complete a separate form for each parcel of land. As long as the tax areas are exactly the same, you can include as many parcels as you want on one form.

If there are multiple classes of an agricultural type e.g. grazing, you can stack those on the appropriate line. Please do not average the values of the acreage to come up with one value for the whole acreage.

Only land owned in fee title by Colorado Parks and Wildlife may be included in the application.

## **III. Mail the completed and signed application to:**

Colorado Parks and Wildlife  
6060 Broadway  
Denver, CO 80216  
Attn: Delana Friedrich, IAG Application

**Note:** Please send a copy of the application to your County Treasurer's office. This will give the Treasurer's Office notice that the IAG payment is coming and how it is to be distributed to the various county entities.

## **IV. Payments will be made electronically to the County Treasurer's office**

Accounts have already been set up for this purpose.

### **Direct questions or concerns to:**

Larry Rose or Delana Friedrich  
Colorado Parks and Wildlife  
6060 Broadway  
Denver, CO 80216  
[larry.rose@state.co.us](mailto:larry.rose@state.co.us)  
[delana.friedrich@state.co.us](mailto:delana.friedrich@state.co.us)



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 26, 2019
<b>SUBJECT:</b> Modification Request and Non-Compliance Issue for Bennett School District Elementary Pre K to 1 School Playground Renovation Project
<b>FROM:</b> Byron Fanning, Parks and Open Space Director and Shannon McDowell and Renee Petersen
<b>AGENCY/DEPARTMENT:</b> Parks & Open Space
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO N/A
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the Resolution Approving Modification and Non- Compliance Penalty for the Bennett School District Elementary Pre K to 1 School Playground Renovation Project Open Space Sales Tax Grant.

### **BACKGROUND:**

On February 1, 2017, the Bennett School District applied for an Adams County Open Space grant to complete the Bennett Elementary Pre K to 1 School Playground Renovation project. On May 2, 2017, the applicant was awarded 60% of the total project cost, up to \$299,400. The project scope included new play equipment, drainage improvements, new play surfacing, asphalt overlay and game striping, new concrete, an outdoor classroom with a shade structure, site furnishings, landscaping including sod, irrigation, lighting, and security cameras.

A periodic reimbursement was issued in September of 2018. While processing the reimbursement, staff notified the applicant of project components that appeared to be missing from the project. Staff indicated a modification request would be needed if those items were not intended to be fulfilled. The applicant submitted a final closeout request and modification request on September 19, 2018. Open Space staff requested clarification on the modification request and a revised version was submitted on October 25, 2018. As staff reviewed the documentation submitted for both the closeout and modification and made site visits to verify project completion, it became clear that there were two separate issues to address with the Open Space Advisory Board and Board of County Commissioners, the modification request and non-compliance issues related to the submittal of the modification request.

## **Modification Request**

The modification request includes the following, with justifications from the applicant in italics:

1. Remove the shade structure from the grant
  - *Applicant anticipates a developer building a shade structure for the school district.*
2. Remove site furnishings from the grant
  - *Donated monies paid for the furnishings*
3. Remove irrigation from the grant
  - *No additional irrigation will be installed*
4. Remove landscaping from the grant (including grading/reseeding of adjacent play field)
  - *Reseeding will not be a part of the grant*
5. Remove lighting and security from the grant
  - *Lighting and security systems will be revamped district-wide in 2019-2020*
6. Material change from asphalt to concrete for the game area
  - *Deep pits were required in the play areas to create proper drainage and depth of wood chips. The contractor indicated it would be more efficient to use concrete than asphalt*
7. Material change from rubber to wood fiber for playground surface
  - *Wood fiber was a lower cost than rubber*
8. Material change from grass to artificial turf for a small area inside the playground
  - *There was no way to get a mower into this small area, so artificial turf was used instead of grass*
9. Addition of fencing
  - *Interior and perimeter fencing were added*

Overall, the proposed changes would reduce the project budget from \$499,000 to \$328,174.40, thus reducing the grant award from \$299,400 to \$196,904.64.

## **Non-Compliance Issue**

The Open Space Sales Tax Policies and Procedures indicate a non-compliance issue may arise due to failure to adhere to the project due date policy, extension policy, modification policy, or at Open Space staff's discretion. As staff reviewed closeout documentation, it became clear that a non-compliance issue is present. Issues that were discovered include:

- The applicant did not follow the modification policy in the Open Space Sales Tax Policies and Procedures (referenced in the grant agreement as well) because changes were made to the project without the knowledge or consent of Open Space staff
- Estimates were submitted rather than invoices in some cases
- An invoice and proof of payment was submitted for work that could not be verified on site
- Proof of payment was submitted for work that had not yet been completed
- Invoices were submitted that appeared to be duplicative (two vendors providing the same product)
- Lack of detailed invoicing to verify scope of work versus installed improvements



Staff worked with the applicant to try to resolve the issues. The applicant could only provide some of the documentation that was requested:

- Invoices were obtained from the contractors in place of the estimates that were previously submitted by the applicant
- The invoice for work that could not be verified on site was removed from consideration by the applicant
- The work that was paid for but not yet completed was eventually completed
- One duplicative invoice was removed from consideration
- Two invoices were provided for similar work, with documentation associated with one invoice showing per-unit pricing that was double the other invoice
- The applicant was unable to provide the scope of work or bid documentation used to solicit a proposal from the general contractor for this project

Potential consequences for non-compliance include:

- No action
- Deauthorization of the grant award, including repayment of monies already reimbursed (\$127,352.94 + interest)
- Suspension from participating in the grant program for a defined period of time
- Any other consequence deemed appropriate

The Open Space Advisory Board (OSAB) heard the modification request and non-compliance issue on January 23, 2019. The OSAB voted 4-1, Mr. Hickel dissenting, to recommend approval of the grant modification to the Board of County Commissioners. The OSAB voted 5-1, recommending that the Board of County Commissioners approve a two-year probation period as a consequence for the grant non-compliance. Within the two-year period, should any additional issues of non-compliance arise, a more severe consequence will be imposed.

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

Parks & Open Space

#### **ATTACHED DOCUMENTS:**

Resolution approving the modification request and non-compliance penalty  
Modification request from Bennett School District

**FISCAL IMPACT:**

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

**Fund: 28****Cost Center: 6202**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:**



**RESOLUTION APPROVING MODIFICATION AND NON-COMPLIANCE PENALTY  
FOR THE BENNETT SCHOOL DISTRICT FOR THE ELEMENTARY PRE K TO 1  
SCHOOL PLAYGROUND RENOVATION PROJECT OPEN SPACE SALES TAX  
GRANT**

WHEREAS, Adams County voters approved an Open Space Sales Tax on November 2, 1999, to be used in accordance with Resolution 99-1; and,

WHEREAS, Bennett School District received an Open Space Sales Tax grant for the Bennett Elementary Pre K to 1 School Playground Renovation project on May 2, 2017, for a total of 60% of the total project costs, up to \$299,400; and,

WHEREAS, Bennett School District submitted a final project closeout and project modification request on September 19, 2018; and,

WHEREAS, Bennett School District would like to modify the project by removing the shade structure, site furnishings, landscaping, irrigation, lighting and security upgrades; and,

WHEREAS, Bennett School District is also asking to change material types on many of the amenities and add fencing to the project; and,

WHEREAS, the Open Space Advisory Board voted 4-1 in support of the modification on January 23, 2019; and,

WHEREAS, the proposed modification would reduce the project budget from \$499,000 to \$328,174.40, and reduce the grant award from \$299,400 to \$196,904.64; and,

WHEREAS, Bennett School District is non-compliant due to failure to adhere to the Open Space Sales Tax Policies and Procedures; and,

WHEREAS, on January 23, 2019, the Open Space Advisory Board voted unanimously to impose a two-year probationary period as a consequence of said non-compliance.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Open Space modification request and non-compliance penalty for the Bennett School District for the Elementary Pre K to 1 School Playground Renovation project Open Space Sales Tax Grant is hereby approved.



# Adams County Open Space Modification Request Form

Revised 9/2017

Date of Request:	10/22/2018
Grantee Name:	Bennett School District 29J
Project Name:	Bennett Prek-1 Community Playground Renovation
Contact Person:	Keith Yaich
Phone Number:	(303) 644-3234
Email:	keithy@bsd29j.com
Project Due Date:	Oct 31, 2018

Previously Submitted Leverage Summary:		Proposed Revision to Leverage Summary:	
Grant Total:	\$299,400.00	Grant Total:	\$190,724.64
Total Project Costs:	\$499,000.00	Total Project Costs:	\$317,874.40
% of Funding Requested:	60.00%	% of Funding Requested:	60.00%

Please provide a description of the changes to the project as well as an explanation for the changes. Please provide specific details.

Shade Structure- We are anticipating a developer to build one for us. We decided to take advantage of their donations. Not submitting with Grant

Site Furnishings- Donated monies paid for these. Not submitting with Grant.

Irrigation- There will be no additional irrigation

Landscape-reseeding Will not be part of grant

Lighting and Security- Will be revamping all lighting and security systems district-wide in 19-20. We will take care of this as well

Concrete Vs. Asphalt- Deep pits required in play areas for proper drainage and depth of wood chips. more efficient to do this in Concrete per the builder

Wood Fibre in Lieu of of Rubber- Substituted. lower cost.

Artificial turf instead of seeding- small additional artificial turf was added on prek Playground. very small area- no way to get mower into the area.

Fencing- Two pieces- Goodland did interior fencing, Matt Summers did perimeter.

Landscape bill from Cutting Edge is something we will take care of as well as the Fibre bill not from Goodland that was presented in the first draw.



## Adams County Open Space Modification Request Form

Revised 9/2017

Actual project costs 317,874.40 asking for 60% or 190,724.64 BSD29J will fund the remainder. received 127,352.94 asking for remainder of 63,637.70

Attach the following:

- ☒ Copy of original budget submitted with grant application
- ☒ Revised budget
- ☒ Copy of original timeline submitted with grant application
- ☒ Revised timeline
- ☐ Evidence of progress (Photos of project or in narrative above)

Prepared by:

Date: 10/22/2018

Print name:

Keith Yaich

Title: CFO



# Adams County Open Space Project Budget

Revised 12/2011

Date: October 22, 2018

Project Name: Bennett Prek-1 Community Playground Renovation

Amount Requested: \_\_\_\_\_

% Total Project Costs: 60

Description of Item/Expense	Grant Request	Previous ADCO Award	Applicant Match	Partner Match	In-Kind (funds/services to be provided by applicant or partner)	Total Project Costs
Mobilization	\$10,000.00					\$10,000.00
General Conditions	\$10,000.00					\$10,000.00
Staging and Layout	\$8,500.00					\$8,500.00
Survey and Layout	\$3,500.00					\$3,500.00
Erosion Control	\$4,000.00					\$4,000.00
Concrete Demo	\$8,675.00					\$8,675.00
Playground Surfacing	\$17,740.00					\$17,740.00
Playground Drainage	\$2,500.00					\$2,500.00
Landscape- Goodland	\$2,500.00					\$2,500.00
Concrete	\$53,775.00					\$53,775.00





# Adams County Open Space Project Budget

Revised 12/2011

Description of Item/Expense	Grant Request	Previous ADCO Award	Applicant Match	Partner Match	In-Kind (funds/services to be provided by applicant or partner)	Total Project Costs
Grading	\$2,500.00					\$2,500.00
Fencing- Goodland"PreK play" Matt Summers Perimeter	\$18,140.00					\$18,140.00
Playground Coordination	\$1,500.00					\$1,500.00
Playground Equipment- Playpower	\$140,254.40					\$140,254.40
Crusher Fines	\$13,215.00					\$13,215.00
Seat Boulders	\$4,500.00					\$4,500.00
log steppers	\$3,500.00					\$3,500.00
Painted Games	\$6,200.00					\$6,200.00
Drainage Pipes and Drywell	\$6,875.00					\$6,875.00
<i>Budget Total</i>	<i>\$317,874.40</i>					<i>\$317,874.40</i>

**Attachment A - Project Budget**

*Original*

Date: 11-30-16

Project Name: Bennett Elementary PREK to 1 School Playground Renovation

Amount Requested: \$299,400.00

% Total Project Costs: 60

All organizations or individuals providing in-kind contributions are required to provide a letter of commitment outlining their contribution(s) as stated in the Project Budget.

Description of Item/Expense	Grant Request	Previous ADCO Award	Applicant Match	Partner Match	In-Kind (funds/services to be provided by applicant or partner)	Total Project Costs
Demolition	\$23,500.00		\$13,500.00			\$37,000.00
Grading and Curb Replacement	\$16,000.00		\$16,000.00			\$32,000.00
New Play Equipment- ADA Compliant PREK-1	\$100,000.00	+40K	\$25,000.00			\$125,000.00
asphalt overlay and game striping	\$15,400.00		\$5,000.00			\$20,400.00
Mobilization	\$5,000.00		\$5,000.00			\$10,000.00
General Conditions, Staging/fencing/layout	\$5,000.00		\$5,000.00			\$10,000.00
surveying/testing/erosion control	\$7,000.00		\$4,000.00			\$11,000.00
Drainage	\$15,000.00		\$7,000.00			\$22,000.00
Concrete	\$30,000.00		\$35,000.00			\$65,000.00
Playground surfacing	\$10,000.00		\$20,000.00			\$30,000.00
outdoor classroom/ including shade structure	\$20,000.00		\$8,000.00		\$7,500.00	\$35,500.00
Project Development/ Management	\$15,000.00		\$13,000.00			\$28,000.00

**Attachment A - Project Budget**

<b>Description of Item/Expense</b>	<b>Grant Request</b>	<b>Previous ADCO Award</b>	<b>Applicant Match</b>	<b>Partner Match</b>	<b>In-Kind (funds/services to be provided by applicant or partner)</b>	<b>Total Project Costs</b>
Site Furnishings (benches, tables, trash cans)	\$8,500.00		\$3,000.00			\$11,500.00
landscaping	\$12,500.00		\$7,500.00			\$20,000.00
irrigation	\$8,500.00		\$6,000.00			\$14,500.00
contingency	\$8,000.00		\$6,500.00			\$14,500.00
lighting upgrade			\$8,000.00			\$8,000.00
security upgrade			\$4,600.00			\$4,600.00
<i>Budget Total</i>	<i>\$299,400.00</i>		<i>\$192,100.00</i>		<i>\$7,500.00</i>	<i>\$499,000.00</i>

No Change

Attachment B - Estimated Project Timeline

Project Name: Bennett Elementary PREK to 1 School Playground Renovation

Date: 11-30-16

Timeline should reflect scheduling for each task of your project over the next 24 months. Describe each task of your project and put an X in the column to the right for the month that task will occur.

Description of Task	January	February	March	April	May	June	July	August	September	October	November	December
Submit Grant		X										
Notice of Award					X							
Send out RFP and RFQ Notices					X							
Contractor Selection						X						
Start Construction							X					
Finalize Project									X			

Description of Task												





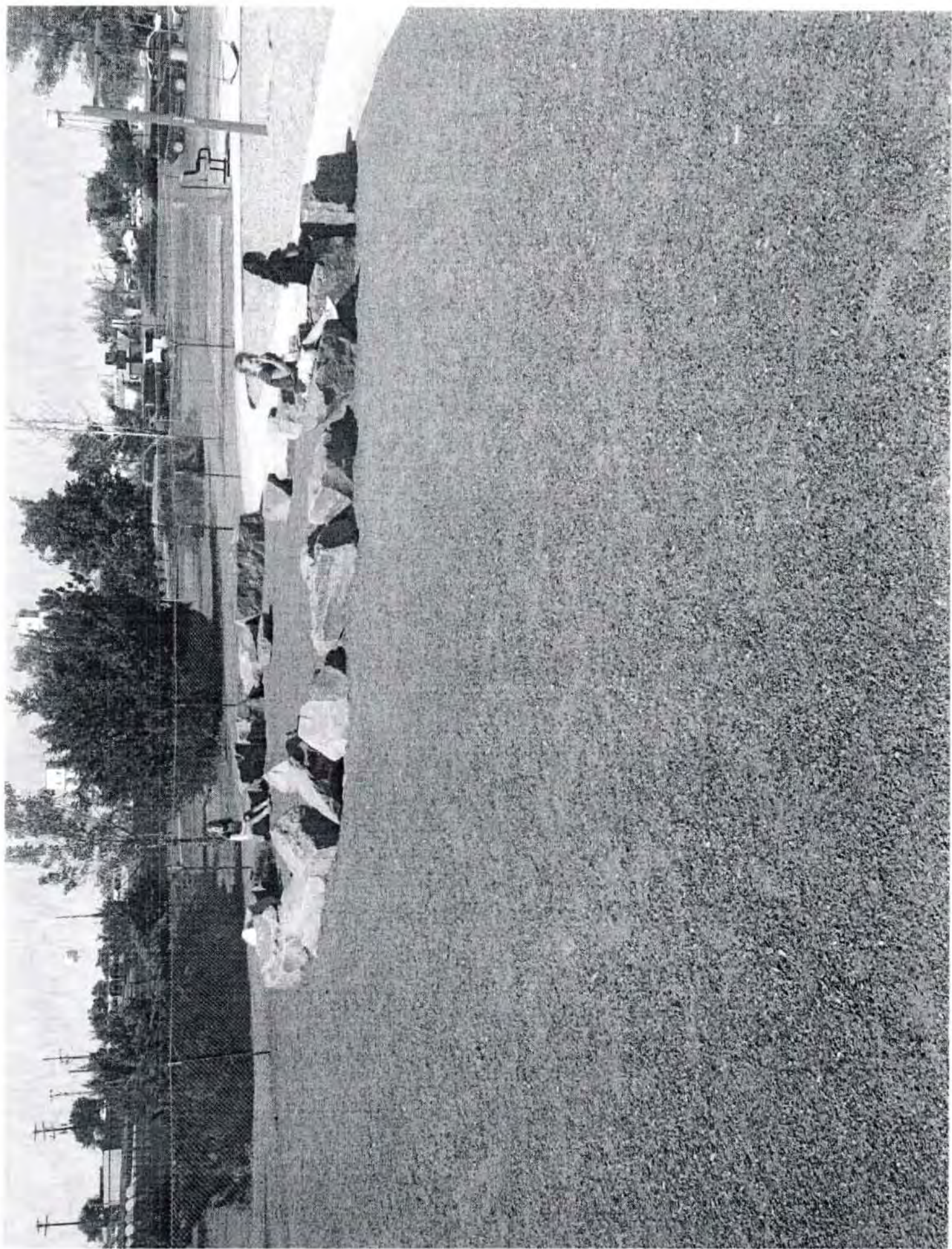








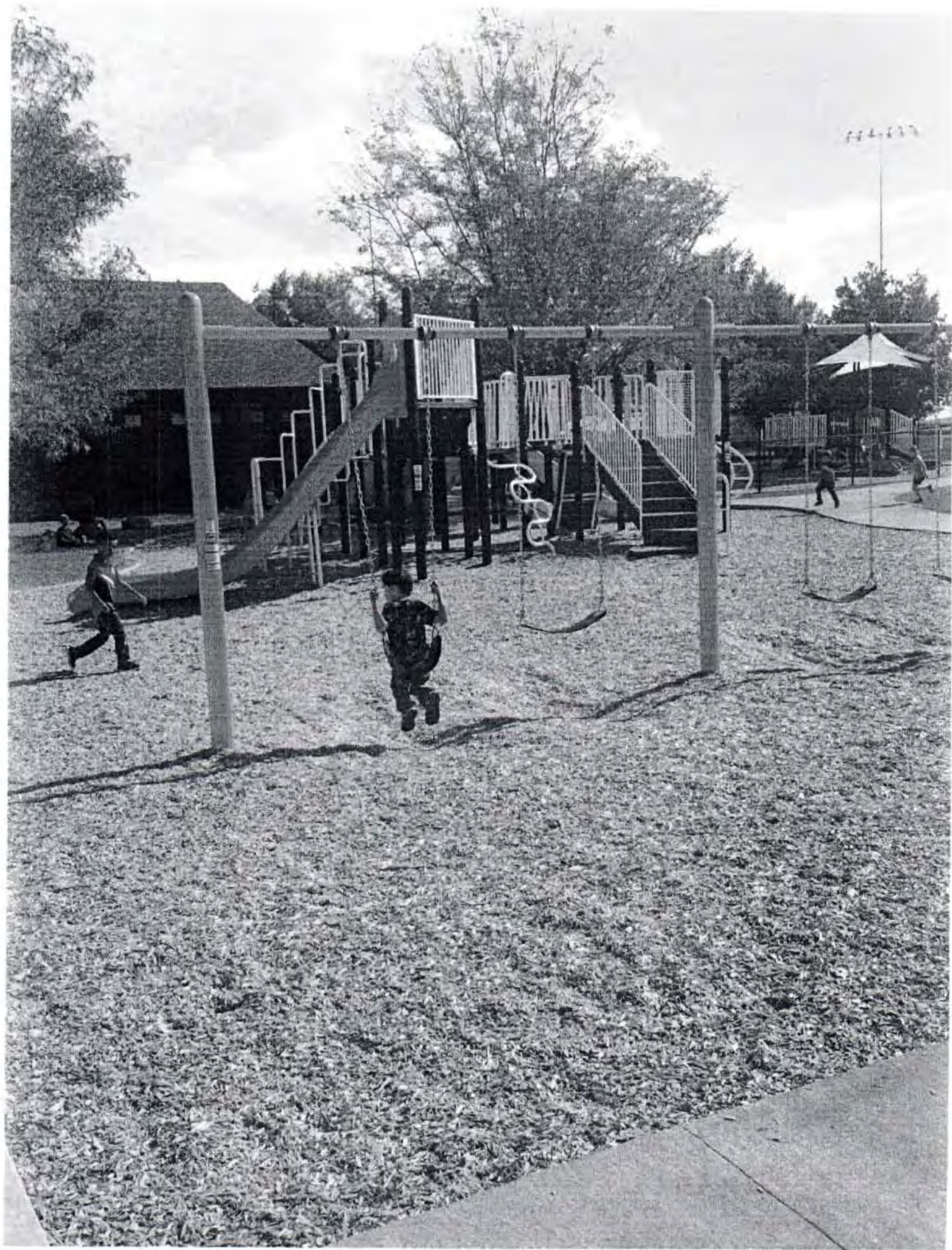


















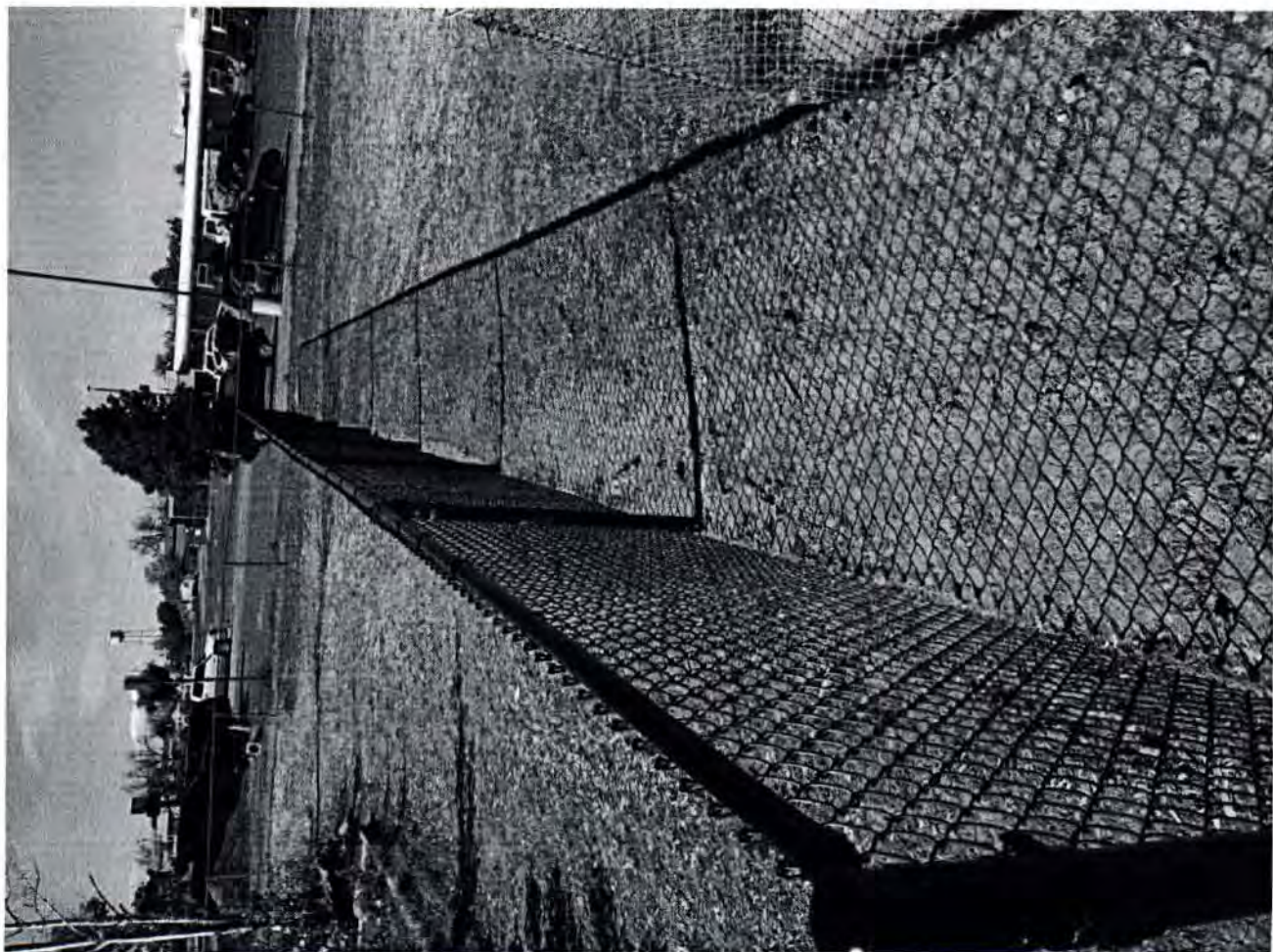
Math Summer 5

Fencing





Matt Summers  
Fencing



## Grant status

Wed 10/3/2018 10:09 AM

To: Keith Yaich <KeithY@bsd29j.com>;

Cc: Renee Petersen <RPetersen@adcogov.org>;

Keith,

Renee and I have reviewed the modification you submitted for the Elementary and Pre-K School Playground Renovation project. Because it was so vague, we visited the site to determine what changes have been made to the project as compared to the original application. Typically and per our policy, an applicant would contact us prior to making adjustments to the project, so this may be a difficult process to work through with us at this point.

During our visit we observed inconsistencies with the documentation you submitted for reimbursement. Specifically, we did not observe any of the elements listed on the ~~Cutting Edge Ag and Turf, Inc.~~ estimate. In addition, the boulders on this estimate are duplicative with the invoices from Goodland Construction. The fencing estimate from Matt Summers is also duplicative with the invoices from Goodland Construction. Last, the wood fibre invoice from ~~Fiber Systems~~ is duplicative with the Goodland Construction invoices as well. At this point, we do not feel there is justification to reimburse for these three invoices.

With respect to the modification, we need a much more detailed description that includes all of the following components, including reasoning why the items were either substituted, not completed, or added:

1. Shade structure – not completed – *Developers*
2. Site furnishings – not completed (or no invoices submitted) – *had some donated* ➤
3. Irrigation – not completed ✕
4. Landscape (reseed the field) – not completed – *will be done*
- 5. Lighting – not completed *pull out*
- 6. Security – not completed
7. Concrete vs. asphalt - substituted – *Deep pits for drainage* –
8. Wood fibre instead of rubber - substituted – *cheap*
9. Artificial turf instead of seeding – added – *small mower*

Please revise the modification request you initially submitted by addressing and expanding on all of these items. The budget you submit with the modification request should be representative of only items that were actually completed.



**Shannon McDowell**

Open Space Program Manager, Parks and Open Space

ADAMS COUNTY, COLORADO

9755 Henderson Road

Brighton, CO 80601

303.637.8039 | [smcdowell@adcogov.org](mailto:smcdowell@adcogov.org)

[www.adcogov.org](http://www.adcogov.org)





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 26, 2019
<b>SUBJECT:</b> Employee Recognition Day Resolution
<b>FROM:</b> Amy Jones, People and Culture Services Manager
<b>AGENCY/DEPARTMENT:</b> People and Culture services
<b>HEARD AT STUDY SESSION ON:</b> n/a
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the resolution

### **BACKGROUND:**

Every year Adams County has an Employee Recognition Luncheon for employees reaching certain tenure milestones (5 years, 10 years, 15 years, etc.). Each year the BoCC proclaims the day of the luncheon as Adams County Employee Recognition Day.

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

All county departments and offices

### **ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

**Fund:****Cost Center:**

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

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

**Additional Note:**



BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION PROCLAIMING FEBRUARY 27, 2019 AS ADAMS COUNTY  
EMPLOYEE RECOGNITION DAY

WHEREAS, the Adams County Board of Commissioners appreciates and recognizes the individual employee contributions that create an effective and responsive county government; and,

WHEREAS, the Board of County Commissioners is committed to acknowledging these contributions in the year 2019; and,

WHEREAS, Adams County traditionally designates one day a year as Employee Recognition Day.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that February 27th, 2019, is hereby proclaimed Adams County Employee Recognition Day.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 26, 2019
<b>SUBJECT:</b> Abatements
<b>FROM:</b> Meredith P. Van Horn, Assistant Adams County Attorney; Lorena D. Boston, CBOE/Abatement Coordinator
<b>AGENCY/DEPARTMENT:</b> County Attorney
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the recommendations of the Assessor's Office for the attached abatement petitions.

### **BACKGROUND:**

The Assessor's Office reviewed the attached abatement petitions concerning tax years 2017 and 2018, and has agreed to the abated values for the respective accounts. The findings and recommendations of the Assessor's Office are attached hereto for approval and adoption.

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

Adams County Assessor's Office

### **ATTACHED DOCUMENTS:**

Resolution  
Summary Findings and Recommendations of the Assessor's Office

**FISCAL IMPACT:**

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

**Fund:****Cost Center:**

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

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

**Additional Note:**



**RESOLUTION APPROVING ABATEMENT PETITIONS AND AUTHORIZING THE REFUND OF TAXES FOR ACCOUNT NUMBERS P0034479, P0008863, P0005163 AND P0017580**

WHEREAS, pursuant to C.R.S. § 39-1-113, the Board of County Commissioners may approve abatement petitions concerning property tax assessment and may refund taxes associated therewith; and,

WHEREAS, the attached petitions for account numbers P0034479, P0008863, P0005163 and P0017580 have been processed, reviewed, and approved by the Adams County Assessor's Office; and,

WHEREAS, information regarding the initial assessed value and the justification for reduction in assessed value and refund of taxes is included for each property in the documentation attached; and,

WHEREAS, it is the recommendation of the Assessor's Office that these petitions be approved and refunds be issued by the Board of County Commissioners; and,

WHEREAS, for account numbers P0005163 and P0017580, approval by the Board of County Commissioners shall be forwarded as a recommendation to the Colorado Property Tax Administrator for review and approval as required by C.R.S. §§ 39-1-113(3) and 39-2-116.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the abatement petitions for account numbers P0034479, P0008863, P0005163, and P0017580 are hereby approved.

BE IT FURTHER RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the resolution approving the petitions for account numbers P0005163 and P0017580 be forwarded, for review, to the Colorado Property Tax Administrator to approve the abatement petitions for these Properties.

# APPROVED

<b>ABATEMENT FOR TAX YEAR:</b>			<b>2017</b>		
<b>TODAYS DATE</b>			<b>01/31/19</b>		
<b>BUSINESS NAME:</b>		KUM AND GO NO 313			
<b>ACCOUNT NUMBER:</b>		P0034479			
<b>PARCEL NUMBER:</b>					
		<b>ACTUAL</b>	<b>ASSESSED</b>	<b>MILL</b>	<b>TAX</b>
		<b>VALUE</b>	<b>VALUE</b>	<b>LEVY</b>	<b>DOLLARS</b>
<b>ORIGINAL VALUE</b>		\$1,176,580	\$341,210	104.624	\$35,698.76
<b>REVISED VALUE</b>		\$1,050,842	\$304,740	104.624	\$31,883.12
<b>ABATED VALUE</b>		\$125,738	\$36,470	104.624	\$3,815.64
<p><b>Provide your reason for the Abatement/Added in the space below:</b></p> <p>\$151,200.00 added to the assessment that was also included in the real property assessment. County error.</p> <div style="text-align: center; font-size: 2em; margin-top: 50px;">P.J.G.</div>					
<b>ADDED ASSESSMENT FOR TAX YEAR:</b>			<b>2018</b>		
<b>BUSINESS NAME:</b>					
<b>ACCOUNT NUMBER:</b>					
<b>PARCEL NUMBER:</b>					
		<b>ACTUAL</b>	<b>ASSESSED</b>	<b>MILL</b>	<b>TAX</b>
		<b>VALUE</b>	<b>VALUE</b>	<b>LEVY</b>	<b>DOLLARS</b>
<b>ORIGINAL VALUE</b>			\$0		\$0.00
<b>REVISED VALUE</b>			\$0	0	\$0.00
<b>ADDED VALUE</b>		\$0	\$0	0	\$0.00

**APPROVED**

ABATEMENT FOR TAX YEAR:		2018
TODAYS DATE		01/31/19
BUSINESS NAME:	KUM AND GO NO 313	
ACCOUNT NUMBER:	P0034479	
PARCEL NUMBER:		
	ACTUAL	ASSESSED
	VALUE	VALUE
ORIGINAL VALUE	\$1,068,408	\$309,840
REVISED VALUE	\$954,668	\$276,850
ABATED VALUE	\$113,740	\$32,990
	MILL	TAX
	LEVY	DOLLARS
	115.07	\$35,653.29
	115.07	\$31,857.13
	115.07	\$3,796.16

Provide your reason for the Abatement/Added in the space below:

\$151,200.00 added to the assessment that was also included in the real property assessment. County error.

150

ADDED ASSESSMENT FOR TAX YEAR:		2018
BUSINESS NAME:		
ACCOUNT NUMBER:		
PARCEL NUMBER:		
	ACTUAL	ASSESSED
	VALUE	VALUE
ORIGINAL VALUE		\$0
REVISED VALUE		\$0
ADDED VALUE	\$0	\$0
	MILL	TAX
	LEVY	DOLLARS
	0	\$0.00
	0	\$0.00
	0	\$0.00

# PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioner's Date Stamp)

RECEIVED

**Section I: Petitioner, please complete Section I only.**

Date: Jan 31 2019  
Month Day Year

FEB 05 2019

Petitioner's Name: David Sukenik (Swartz and Associates)

OFFICE OF THE  
ADAMS COUNTY ASSESSOR

Petitioner's Mailing Address: 6340 College Blvd

Overland Park

KS

66211

City or Town

State

Zip Code

SCHEDULE OR PARCEL NUMBER(S)  
P0034479

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY  
5480 E 120th Ave

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2018 and 2019 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

Canopies were included in the Real Property Assessment and Personal Property Assessment.

Petitioner's estimate of value: \$ 954,668 (2018) and \$ 1,050,842 (2017)  
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

By David Sukenik Daytime Phone Number ( )  
Agent's Signature\* Daytime Phone Number ( 913 ) 766-8766

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

**Section II:**

**Assessor's Recommendation**

(For Assessor's Use Only)

	Tax Year _____			Tax Year _____		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

☐ Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: \_\_\_\_\_ Protest? ☐ No ☐ Yes (If a protest was filed, please attach a copy of the NOD.)

Tax year: \_\_\_\_\_ Protest? ☐ No ☐ Yes (If a protest was filed, please attach a copy of the NOD.)

☐ Assessor recommends denial for the following reason(s):

Assessor's or Deputy Assessor's Signature \_\_\_\_\_

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III:**

**Written Mutual Agreement of Assessor and Petitioner**

(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____			Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

\_\_\_\_\_  
Date

**Section IV:**

**Decision of the County Commissioners**

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_ / \_\_\_\_ / \_\_\_\_, at which meeting there were present the following members:

Month      Day      Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (being present--not present) and

Name

Petitioner \_\_\_\_\_ (being present--not present), and WHEREAS, the said

Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto,

NOW BE IT RESOLVED, that the Board (~~agrees--does not agree~~) with the recommendation of the Assessor

and the petition be (~~approved--approved in part--denied~~) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund
------	----------------	--------------------	------	----------------	--------------------

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this \_\_\_\_\_ day of \_\_\_\_\_  
Month      Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V:**

**Action of the Property Tax Administrator**

(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

☐ Approved ☐ Approved in part \$ \_\_\_\_\_ ☐ Denied for the following reason(s):

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Property Tax Administrator's Signature      Date

APPROVED

ABATEMENT FOR TAX YEAR:		2018	
TODAYS DATE		01/22/19	
BUSINESS NAME:	Iheart Media Inc		
ACCOUNT NUMBER:	P0008863		
PARCEL NUMBER:			
	ACTUAL	ASSESSED	MILL
	VALUE	VALUE	LEVY
ORIGINAL VALUE	\$104,726	\$30,370	119.59
REVISED VALUE	\$0	\$0	119.59
ABATED VALUE	\$104,726	\$30,370	119.59
			TAX DOLLARS
			\$3,631.95
			\$0.00
			\$3,631.95

Provide your reason for the Abatement/Added in the space below:

Double Assessment with P0036470. County appraiser error.

ADDED ASSESSMENT FOR TAX YEAR:

BUSINESS NAME:			
ACCOUNT NUMBER:			
PARCEL NUMBER:			
	ACTUAL	ASSESSED	MILL
	VALUE	VALUE	LEVY
ORIGINAL VALUE		\$0	
REVISED VALUE		\$0	0
ADDED VALUE	\$0	\$0	0
			TAX DOLLARS
			\$0.00
			\$0.00
			\$0.00



RECEIVED

JAN 31 2019

Office of the  
Adams County Attorney

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received JAN 22 2019  
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 2/5/19  
Month Day Year

OFFICE OF THE  
ADAMS COUNTY ASSESSOR

Petitioner's Name: I HEART COMMUNICATIONS, INC.  
Petitioner's Mailing Address: 20880 STONE OAK PKWY  
SAN ANTONIO TX 78258  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S) P0008863 PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY 6150 E 120<sup>th</sup> Ave

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2018 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Double assessment with account # P0036470.

Petitioner's estimate of value: \$ 0.00 (2018)  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

[Signature]  
Petitioner's Signature

Daytime Phone Number 210, 832-3403  
Email: JEFFREY.BELL@IHEARTMEDIA.COM

By [Signature]  
Agent's Signature\*

Daytime Phone Number ( )

Printed Name: \_\_\_\_\_ Email: \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

**Section II: Assessor's Recommendation**  
(For Assessor's Use Only)

Tax Year 2018

	Actual	Assessed	Tax
Original	<u>104,726</u>	<u>30,370</u>	<u>3,631.94</u>
Corrected	<u>0</u>	<u>0</u>	<u>0</u>
Abate/Refund	<u>104,726</u>	<u>30,370</u>	<u>3,631.94</u>

☒ Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.

Tax year: 2018 Protest? ☒ No ☐ Yes (If a protest was filed, please attach a copy of the NOD.)

☐ Assessor recommends denial for the following reason(s): \_\_\_\_\_

[Signature]  
Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**

(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature \_\_\_\_\_

Date \_\_\_\_\_

Assessor's or Deputy Assessor's Signature \_\_\_\_\_

Date \_\_\_\_\_

**Section IV: Decision of the County Commissioners**

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (being present--not present) and

Petitioner \_\_\_\_\_ Name \_\_\_\_\_ (being present--not present), and WHEREAS, the said County Commissioners have carefully considered the within petition, and are fully advised in relation thereto,

NOW BE IT RESOLVED that the Board (agrees--does not agree) with the recommendation of the Assessor, and that the petition be (approved--approved in part--denied) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

Chairperson of the Board of County Commissioners' Signature \_\_\_\_\_

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

County Clerk's or Deputy County Clerk's Signature \_\_\_\_\_

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**

(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

☐ Approved ☐ Approved in part \$ \_\_\_\_\_ ☐ Denied for the following reason(s): \_\_\_\_\_

Secretary's Signature \_\_\_\_\_

Property Tax Administrator's Signature \_\_\_\_\_

Date \_\_\_\_\_



APPROVED

ABATEMENT FOR TAX YEAR:		2018	
TODAYS DATE		02/05/19	
BUSINESS NAME:	BRANNAN SAND AND GRAVEL CO		
ACCOUNT NUMBER:	P0005163		
PARCEL NUMBER:			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY
			TAX DOLLARS
ORIGINAL VALUE	\$380,991	\$110,490	93.777
REVISED VALUE	\$0	\$0	93.777
ABATED VALUE	\$380,991	\$110,490	93.777
			\$10,361.42

Provide your reason for the Abatement/Added in the space below:

Taxpayer reported \$0.00 for this location, but the account failed to get deleted.

A.J.G.

ADDED ASSESSMENT FOR TAX YEAR:

BUSINESS NAME:			
ACCOUNT NUMBER:			
PARCEL NUMBER:			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY
			TAX DOLLARS
ORIGINAL VALUE		\$0	\$0.00
REVISED VALUE		\$0	0 \$0.00
ADDED VALUE	\$0	\$0	0 \$0.00

# RECEIVED

## PETITION FOR ABATEMENT OR REFUND OF TAXES

FEB 05 2019

County: Adams

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

OFFICE OF THE  
ADAMS COUNTY ASSESSOR

Section I: Petitioner, please complete Section I only.

Date: 1 31 19  
Month Day Year

Petitioner's Name: Brannan Sand and Gravel CO  
Petitioner's Mailing Address: 2500 E Brannan Way  
Denver CO 80229  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S) P0005163 PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY 11650 E 132<sup>nd</sup> Ave

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year \_\_\_\_\_ are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Personal Property Reported as Deleted  
did not get removed from the tax Rolls

Petitioner's estimate of value: \$ 0.00 (2018)  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

[Signature]  
Petitioner's Signature

Daytime Phone Number 303-534-1231  
Email adnpport@brannanl.com

By \_\_\_\_\_  
Agent's Signature

Daytime Phone Number (\_\_\_\_\_) \_\_\_\_\_

Printed Name: \_\_\_\_\_

Email \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

### Section II:

### Assessor's Recommendation (For Assessor's Use Only)

Tax Year \_\_\_\_\_

	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

☐ Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.

Tax year: \_\_\_\_\_ Protest? ☐ No ☐ Yes (If a protest was filed, please attach a copy of the NOD.)

☐ Assessor recommends denial for the following reason(s):

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Assessor's or Deputy Assessor's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of ADAMS County, State of Colorado, at a duly and lawfully called regular meeting held on 12/26/19, at which meeting there were present the following members:  
Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor KEN MUSSO (being present--not present) and  
Name  
Petitioner BRANNAN SANDS GRAEL (being present--not present), and WHEREAS, the said  
Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (~~agrees--does not agree~~) with the recommendation of the Assessor, and that the petition be (~~approved--approved in part--denied~~) with an abatement/refund as follows:

2018 \$0.00 \$10,361.42  
Year Assessed Value Taxes Abate/Refund

Chair \_\_\_\_\_ of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this \_\_\_\_\_ day of \_\_\_\_\_  
Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

☐ Approved ☐ Approved in part \$ \_\_\_\_\_ ☐ Denied for the following reason(s):

Secretary's Signature \_\_\_\_\_ Property Tax Administrator's Signature \_\_\_\_\_ Date \_\_\_\_\_



**APPROVED**

ABATEMENT FOR TAX YEAR:		2017	
TODAYS DATE		02/05/19	
BUSINESS NAME:	U S BANK NATIONAL ASSOCIATION		
ACCOUNT NUMBER:	P0017580		
PARCEL NUMBER:			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY
			TAX DOLLARS
ORIGINAL VALUE	\$488,234	\$141,590	87.675
REVISED VALUE	\$0	\$0	87.675
ABATED VALUE	\$488,234	\$141,590	87.675
			\$12,413.90

Provide your reason for the Abatement/Added in the space below:

Licensed vehicle should not have been assessed. Taxpyaer error, reported as a crane.

QJG.

ADDED ASSESSMENT FOR TAX YEAR:

BUSINESS NAME:			
ACCOUNT NUMBER:			
PARCEL NUMBER:			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY
			TAX DOLLARS
ORIGINAL VALUE		\$0	\$0.00
REVISED VALUE		\$0	0 \$0.00
ADDED VALUE	\$0	\$0	0 \$0.00

**APPROVED**

ABATEMENT FOR TAX YEAR:		2018
TODAYS DATE		02/05/19
BUSINESS NAME:	U S BANK NATIONAL ASSOCIATION	
ACCOUNT NUMBER:	P0017580	
PARCEL NUMBER:		
	ACTUAL	ASSESSED
	VALUE	VALUE
ORIGINAL VALUE	\$405,463	\$117,580
REVISED VALUE	\$0	\$0
ABATED VALUE	\$405,463	\$117,580
	MILL	TAX
	LEVY	DOLLARS
	92.308	\$10,853.57
	92.308	\$0.00
	92.308	\$10,853.57

Provide your reason for the Abatement/Added in the space below:

Licensed vehicle should not have been assessed. Taxpyaer error, reported as a crane.

1512

ADDED ASSESSMENT FOR TAX YEAR:

BUSINESS NAME:		
ACCOUNT NUMBER:		
PARCEL NUMBER:		
	ACTUAL	ASSESSED
	VALUE	VALUE
ORIGINAL VALUE		\$0
REVISED VALUE		\$0
ADDED VALUE	\$0	\$0
	MILL	TAX
	LEVY	DOLLARS
		\$0.00
	0	\$0.00
	0	\$0.00

# PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received **RECEIVED**  
(Use Assessor's or Commissioners' Date Stamp)

FEB 05 2019

## Section I: Petitioner, please complete Section I only.

Date: 1 19 18  
Month Day Year

Petitioner's Name: U.S. Bank National Association OFFICE OF THE ADAMS COUNTY ASSESSOR

Petitioner's Mailing Address: 1310 Madrid St.  
Marshall MN 56258  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)  
001-0018725-002 / P0017580

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY  
5901 E 58th AVE, Commercial City, CO

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2017 and 2018 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

*This asset was entered into our system incorrectly. This is not a crane but rather a: one (1) 2015 Kenworth Truck, Model: T800, VIN-2NK0X4TX5FJ468479; Including one (1) monitex 501555 Hydraulic crane, SN: 226222. This is a titled vehicle and not taxable for PPT.*

Petitioner's estimate of value: \$ 0 (2017) and \$ 0 (2018)  
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

Deb Munsergn  
Petitioner's Signature

Daytime Phone Number (507) 532-8321

By \_\_\_\_\_  
Agent's Signature\*

Daytime Phone Number ( ) \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

## Section II:

## Assessor's Recommendation (For Assessor's Use Only)

	Tax Year _____			Tax Year _____		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

☐ Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.

Tax year: \_\_\_\_\_ Protest? ☐ No ☐ Yes (If a protest was filed, please attach a copy of the NOD.)

Tax year: \_\_\_\_\_ Protest? ☐ No ☐ Yes (If a protest was filed, please attach a copy of the NOD.)

☐ Assessor recommends denial for the following reason(s):

Assessor's or Deputy Assessor's Signature



**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III:**

**Written Mutual Agreement of Assessor and Petitioner**

(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____			Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature \_\_\_\_\_

Date \_\_\_\_\_

Assessor's or Deputy Assessor's Signature \_\_\_\_\_

Date \_\_\_\_\_

**Section IV:**

**Decision of the County Commissioners**

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of ADAMS County, State of Colorado, at a duly and lawfully called regular meeting held on 02 26 19, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor

of said County and Assessor KAN MUSSD (being present--not present) and

Name

Petitioner LIS BANK (being present--not present), and WHEREAS, the said

Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto,

NOW BE IT RESOLVED, that the Board (~~agrees--does not agree~~) with the recommendation of the Assessor

and the petition be (~~approved--approved in part--denied~~) with an abatement/refund as follows:

<u>2017</u>	<u>\$0.00</u>	<u>\$1243.90</u>	<u>2018</u>	<u>\$0.00</u>	<u>\$10,853.57</u>
Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund

\_\_\_\_\_  
Chair of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this \_\_\_\_\_ day of \_\_\_\_\_

Month

Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V:**

**Action of the Property Tax Administrator**

(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

☐ Approved ☐ Approved in part \$ \_\_\_\_\_ ☐ Denied for the following reason(s):

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Property Tax Administrator's Signature

Date \_\_\_\_\_



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 26, 2019
<b>SUBJECT:</b> Adams County Head Start's Colorado Preschool Special Education Program Annual Cost Rate Addendum Agreement with School District 27J for PY 2018-2019
<b>FROM:</b> Chris Kline, Director of Human Services Department
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON:</b> NA
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the resolution for Head Start to enter into the Colorado Preschool Special Education Program Annual Cost Rate Addendum Agreement with School District 27J for PY 2018-2019

### **BACKGROUND:**

Adams County Head Start would like to enter into the Colorado Preschool Special Education Program Annual Cost Rate Addendum Agreement with School District 27J for PY 2018-2019. Adams County Head Start will have the ability to enroll up to ten (10) student(s) with a disability and eligible for specialized instruction and supplementary aids and services under The Individual with Disabilities Education Act. For each child enrolled, School District 27J will pay to Adams County Head Start the sum of \$13.76 per day for a period of 157 days, not to exceed a total of \$2,160.32 per enrollee.

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

School District 27J

### **ATTACHED DOCUMENTS:**

Resolution attached

Colorado Preschool Special Education Program Annual Cost Rate Addendum Agreement with School District 27J for PY 2018-2019



**FISCAL IMPACT:**

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

**Fund:** 31**Cost Center:** 936219

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	5660		\$21,603.20
Additional Revenue not included in Current Budget:			\$
<b>Total Revenues:</b>			<u>\$21,603.20</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7000.9999		\$21,603.20
Add'l Operating Expenditure not included in Current Budget:			\$
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$21,603.20</u>

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☐ YES ☒ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE COLORADO PRESCHOOL  
SPECIAL EDUCATION PROGRAM ANNUAL COST RATE  
ADJUSTMENT BETWEEN ADAMS COUNTY  
HEAD START AND SCHOOL DISTRICT 27J FOR 2018-2019

**WHEREAS**, Adams County Head Start would like to enter into the attached Colorado Preschool Special Education Program Annual Cost Rate Addendum Agreement with School District 27J; and,

**WHEREAS**, pursuant to the agreement, School District 27J will provide ten (10) Colorado Preschool Special Education Program slots at \$2,160.32 per enrollee to Adams County Head Start to provide services for children.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners, County of Adams, State of Colorado, that the Colorado Preschool Special Education Program Annual Cost Rate Addendum Agreement 2018-2019 between Adams County Head Start and School District 27J, a copy of which is attached hereto and incorporated herein by this reference is hereby approved.

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



**27J Schools - Communications**  
Mary Gomez, Director of Special Education  
18551 E. 160th Avenue, Brighton, CO 80601  
Superintendent Chris Fiedler, Ed.D.

27J Schools Board of  
Education  
Roberta Thimmig, President  
Greg Piotraschke, Vice  
President  
Kevin Kerber, Director  
Lloyd Worth, Director  
Blaine Nickeson, Director  
Mandy Thomas, Director  
Jenn Venerable, Director

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**Annual Cost Rate Addendum Agreement between  
School District 27J and Adams County Head Start Brighton Site  
Colorado Preschool Special Education Program  
2018-2019**

THIS AGREEMENT is entered into this first day of August 2018 by and between Adams County Head Start Brighton Site and Adams County School District 27J. In consideration for the mutual covenants and obligations set forth in the Cooperative Agreement, the parties hereto agree and stipulate to the following:

1. Adams County Head Start Brighton Site shall have the ability to enroll up to ten (10) student(s) with a disability and eligible for specialized instruction and supplementary aids and services under The Individual with Disabilities Education Act (IDEA). These children must be three years or older during the 2018-2019 school year and have an active Individual Education Plan (IEP)
2. For each child so enrolled, District 27J will pay to Adams County Head Start Brighton Site the sum of \$13.76 per day for a period of 157 days, not to exceed a total of \$2,160.32 per enrollee. School District 27J will compensate Adams County Head Start Brighton Site for enrollees who are absent for 5 or less days within a given month. Enrollees who are absent for 6 or more days, will not receive compensation for those days missed.
3. School District 27J shall pay all monies owed for program enrollees on a monthly basis to Adams County Head Start Brighton Site no later than the fifteenth of the month in accordance with the Invoice presented. Adams County Head Start Brighton Site Invoice will include full names and attendance information of all IEP students served at the site for the program month billed.
4. School District 27J shall provide the specialized instructional services and supports as documented within the child's IEP during the time the child is in attendance in the Adams County Head Start Brighton Site.
5. Brighton Head Start shall abide by all requirements of the Colorado Preschool Program Act, Section 22-28-109, et seq., C.R.S. and all rules and regulations hereunder, including the following:
  - (a) Adams County Head Start Brighton Site will provide a quality program which meets the requirements of Section 22-28-108(1) and (2), C.R.S., and will provide any information about the program School District 27J deems necessary to ensure that Adams County Head Start Brighton Site is complying with those requirements.
  - (b) Adams County Head Start Brighton Site assures the District that the services provided to each child under this agreement are in addition to services that Brighton Head Start is otherwise providing and that any payments made under this agreement to Brighton Head Start do not supplant monies available to it to fund other services provided by Adams County Head Start Brighton Site.

Adams County School District 27J

By: \_\_\_\_\_

Mary Gomez, Director of Special Education

Adams County Head Start Brighton Site

By: \_\_\_\_\_

Adams County Chair Board of Commissioners

By: \_\_\_\_\_

Lori Shiek, Chief of Finance

HR  
JS  
(FR)



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 26, 2019
<b>SUBJECT:</b> Purchasing Policies and Procedures Manual Amendments
<b>FROM:</b> Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
<b>HEARD AT STUDY SESSION ON:</b> February 5, 2019
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the amendments made to the Adams County Purchasing Policies and Procedures Manual, Approval Authorization Levels for Purchasing Transactions Policy #1010.

### **BACKGROUND:**

The Finance Department has been evaluating our purchasing policies as part of our effort to continuously improve while keeping in place internal controls to protect the integrity of the process. We listened to feedback from the internal auditors and staff and have identified several changes to clarify language and add and/or amend items as required. Our policies include a provision of their periodic review for potential changes.

Staff has prepared amendments to the Adams County Purchasing Policies and Procedures Manual, Approval Authorization Levels for Purchasing Transactions Policy #1010. The Executive Leadership Team, Finance Director, and Procurement and Contracts Manager were present when the recommended amendments were presented to the Board of County commissions in a Study Session on February 5, 2019. By policy, the amendments were also submitted to the Department Directors and Elected Officials for their review and comments.

The following summarizes the changes proposed to Policy #1010:

- increase the approval authorization levels
- increase solicitation threshold levels
- address contract amendments for terms and timelines
- add the County Attorney as an additional signing authority delegate
- add clarifying language as necessary

The Finance Department is requesting approval of the amendments proposed to the Adams County Approval Authorization Levels for Purchasing Transactions Policy #1010.

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

Finance Department  
County Manager's Office  
County Attorney's Office

**ATTACHED DOCUMENTS:**

Resolution  
Approval Authorization Levels for Purchasing Transactions Policy #1010

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENTS TO THE ADAMS COUNTY PURCHASING  
POLICIES AND PROCEDURES MANUAL


WHEREAS, The Board of County Commissioners has previously adopted the Purchasing Policies and Procedures Manual ("Manual") for the Adams County Finance Department, Procurement and Contracts Division; and,

WHEREAS, it is required by policy to periodically review the Manual and users are encouraged to recommend improvements and/or revisions thereto; and,

WHEREAS, certain amendments to the Manual are necessary to improve the County's purchasing process in order to achieve efficiencies and to be more effective in County operations; and,

WHEREAS, the attached proposed amendments to the Approval Authorization Levels for Purchasing Transactions Policy #1010 increase approval authorization levels, increase solicitation threshold levels, revise processes for contract amendments, add the County Attorney as an additional delegate, and improve clarity and definition.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the amendments to the Adams County Approval Authorization Levels for Purchasing Transactions Policy #1010, a copy of which is attached hereto and incorporated herein by this reference, are hereby approved and adopted, to be effective immediately.

	APPROVAL AUTHORIZATION LEVELS FOR PURCHASING TRANSACTIONS	Approval Date 10/31/12
	DIVISION AND POLICY NUMBER PURCHASING – 1010	Revision Date 2/26/2019

## PURPOSE:

To define the purchasing approval authority for all employees and Elected Officials of Adams County Government.

## ELECTED OFFICIALS/DEPARTMENTS AFFECTED: All

## POLICY:

The Adams County Board of Commissioners (BOCC) has established the maximum approval levels defined below for the procurement of products and services by all Elected Officials, Department Directors, and other authorized agents, as noted in this policy, of Adams County. These approval levels are based on the total value of the purchase order or contract. Elected Officials, Department Directors and County Managers may initiate purchasing transactions in accordance with Adams County's various purchasing policies and procedures and within these approval limits. However, BOCC approval is required on all purchases in excess of \$250,000.

After review by the County Attorney's Office, Procurement and Contracts (Purchasing) staff is authorized to amend contracts, including those originally approved by the BOCC, for the purpose of altering the term of the agreement or the performance period. Purchasing staff shall have authority to sign Purchase Orders on behalf of the County, subject to formal budget approval and BOCC, County Manager, Department, Elected Official, or designee approval, as required.

The County Manager may temporarily delegate his or her signing authority to a Deputy County Manager or the County Attorney in his or her absence. The County Manager may also allow, in writing, department heads to delegate up to \$10,000 of approval authorization to their Division Managers.

<u>POSITION</u>	<u>PURCHASE ORDERS and CONTRACTS <sup>1,2,3</sup></u>
Board of County Commissioners	NO LIMIT
County Manager	\$ 250,000
Deputy County Managers	\$ 100,000
County Attorney	\$ 100,000
Department & Deputy Directors	\$ 50,000
Elected Officials	\$ 50,000
Procurement & Contracts (Purchasing) Manager	\$ 50,000
Risk Manager	\$ 50,000



<sup>1</sup> All Purchase Orders will be issued by the Central Procurement and Contracts Division; all Contracts are to be routed through the Procurement and Contracts Division and reviewed by the Adams County Attorney's Office as to form.

<sup>2</sup> The Procurement and Contracts Division will maintain the database of executed contracts.

<sup>3</sup> The Risk Manager's authority covers claims, insurance premiums, and other divisional invoices.

## EXCEPTIONS:

The County Manager and Deputy County Managers may approve up to \$250,000 for Facilities and Fleet Management Department projects that involve companies which have been pre-approved through the Submittal for Qualifications process (Policy #1071).

BOCC declared Disaster or Emergency Purchases are processed in accordance with Policy #1015. Other emergency purchase requirements will be processed in accordance with Policy #1080.

Only the County Attorney is authorized to retain legal services for the County. These purchasing policies shall apply to the procurement of legal services unless the County Attorney, after consultation with the Board of County Commissioners, determines that these policies should not be applied to the retention of services for a particular matter. Examples may include legal services of a particularly complicated or sensitive nature requiring certain expertise, legal matters that have not been made public, and matters requiring immediate retention of services.

### Solicitation Thresholds:

- Under \$10,000 – it is recommended to obtain more than one quote, when feasible.
- \$10,000 - \$50,000 – requires the documented request (or attempted request) of a minimum of 3 quotes; which can be obtained by the end user or Purchasing.
- Over \$50,000 – requires public advertisement using the County's e-purchasing system; which is processed by Purchasing in accordance with Policies #1060 and #1070.
- A Single/Sole/Cooperative/Emergency Purchase, that does not comply with these solicitation thresholds, requires written justification and approval in accordance with Policy 1080.

## PROCEDURE:

There are no specific procedures related to this Policy.



**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT**

**CASE NO.: PLN2018-00029**

**CASE NAME: City of Thornton Big Dry Creek Force Main and Interceptor  
Intergovernmental Agreement**

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- 2.3 Comprehensive Plan

**EXHIBIT 3- Applicant Information**

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None.

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- 6.1 Request for Comments
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**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT  
STAFF REPORT**

**Board of County Commissioners**

**February 26, 2019**

**Exhibit 1-Staff Report**

<b>CASE No.: PLN2018-00029</b>	<b>CASE NAME: City of Thornton Big Dry Creek IGA</b>
Owner's Name:	City of Thornton
Applicant's Name:	Providence Infrastructure Consultants
Applicant's Address:	4901 East Dry Creek Road, Suite 210, Centennial, CO 80016
Location of Request:	Colorado Boulevard to Yosemite Street along Highway 7
Nature of Request:	Intergovernmental Agreement (IGA) with City of Thornton for Areas and Activities of State Interest (AASI) Permit (Major Extension of a Domestic Sewage Treatment System) to allow installation of approximately 2.4 miles of a 16-inch force main and approximately 1.6 miles of 27-inch gravity sewer interceptor to provide additional delivery capacity.
Zone District:	Multiple
Site Size:	Approximately 4 miles
Proposed Uses:	Utility (Domestic Sewer Force Main and Interceptor)
Existing Use:	Residential and Right-of-Way
Hearing Date(s):	<b>BOCC: February 26, 2019/ 9:30 am</b>
Report Date:	January 28, 2019
Case Manager:	Emily Collins <i>EAC</i>
Staff Recommendation:	APPROVAL with 30 findings-of-fact

## **SUMMARY OF APPLICATION**

### **Background:**

The applicant, City of Thornton, is requesting an Intergovernmental Agreement with the County to allow installation of approximately four miles of new force main and gravity sewer interceptor lines to provide additional delivery capacity for their existing wastewater system. The City of Thornton owns and operates the Big Dry Creek Lift Station (BDCLS) located approximately a quarter mile north of the intersection of Colorado Boulevard and Highway 7. The BDCLS provides sewage pumping services for the northernmost areas of the City. Wastewater is pumped from the BDCLS to the Metro Wastewater Reclamation District (MWRD) for treatment.

The existing Lift Station is reaching the end of its useful life and expansion is necessary to provide additional pumping capacity to accommodate the population growth in the service area. In accordance with an intergovernmental agreement (IGA) between Thornton and Metro Wastewater, flows from the Big Dry Creek Lift Station must be routed to the Todd Creek Interceptor (TCI) for conveyance to the Metro's Northern Treatment Plant. This connection must be established no later than December 31, 2020. As a result, a new force main and interceptor must be constructed to convey the flows from the Big Dry Creek Lift Station to the TCI.

### **Site Characteristics:**

The total length of the preferred alignment is approximately four miles and impacts thirteen (13) parcels (see exhibit 3.2 and 3.3). According to the application, the preferred alignment starts at the Big Dry Creek Lift Station in the City of Thornton. The pipelines run south along Colorado Boulevard to Highway 7, turn east, and run parallel to Highway 7. At the intersection of Highway 7 and Quebec, the pipelines turn south, crossing the highway, then continue in an easterly direction before turning south at Yosemite Street. The lines continue south in the Yosemite Street right-of-way before connecting to the Todd Creek Interceptor at approximately East 155<sup>th</sup> Avenue.

The parcels located on the north side of Highway 7 are currently designated Agriculture-3 (A-3) or Residential Estate (R-E) which are intended for rural subdivisions, farming, pasturage, or other food production related uses. These properties are developed with a mix of institutional (place of worship), single-family residential, and agricultural uses.

Overall, the preferred alignment crosses one creek (Todd Creek), two ditches (German Ditch and Signal Ditch), and four roadways (Holly Street, Ulster Street, Quebec Street, and Highway 7). Approximately half of the alignment is proposed to be located within the Highway 7 or Yosemite Street rights-of-way. The project also includes twenty-eight (28) manholes, ranging between 6-foot and 8-foot diameter, and one transition structure located at Highway 7 and Quebec Street.

### **Development Standards and Regulations Requirements:**

On April 19, 2006 the Board of County Commissioners adopted regulations for Areas and Activities of State Interest (AASI). The purpose of these regulations is to ensure growth and development in Adams County occurs in a safe, efficient, planned and coordinated manner. Additionally, the regulations ensure that adequate community services and facilities are provided in a manner consistent with the constitutional rights of property owners, community goals and

protection of the public welfare, and are consistent with legitimate environmental concerns. In lieu of an AASI permit, the County may elect to negotiate an intergovernmental agreement (IGA) with a political subdivision of the State as defined by Section 29-1-202(1), C.R.S. for activities of state interest. In the event the Board of County Commissioners approves such an agreement, an AASI Permit may be issued.

#### **AASI/ IGA:**

As part of this request, the applicant has agreed to enter into an Intergovernmental Agreement (Exhibit 3.1) with the County. The agreement addresses pre-construction requirements, construction, and operational standards of the pipelines. Section 6-16 of the County's Development Standards and Regulations outlines the criteria for approval of an IGA. The proposed project must be technically and financially feasible, must include consideration for relevant regional water quality plans, not significantly degrade the environment, and must not negatively impact recreational or agricultural activities. In addition, the project must conform to the County's Comprehensive Plan, be compatible with the surrounding area, not create a nuisance or negatively affect transportation in the area. Further, the location must not interfere with existing easements, rights-of-way, or other utilities, or create a financial burden on County residents, and the purpose and need for the proposed project must serve the needs of an increasing population.

According to the applicant, the force main and interceptor improvements will be designed to mitigate any potential nuisances that may be associated with the project. There will be no odor, dust, or lighting associated with the project. In addition, except during construction activities, there will not be an increase in traffic from the proposed project.

Per Section 6-17-01 of the Development Standards, the proposed use is required to be compatible with the surrounding area, as well as character of the neighborhood, and not detrimental to the health, safety, or welfare of inhabitants of the surrounding area. A majority of the surrounding areas to the proposed alignment consist of large tracts of agricultural land or single-family residential development on parcels of approximately one to two acres. In addition, approximately half of the route is proposed to be installed in Highway 7 or Yosemite Street right-of-way which would not impact individual property owners.

The site and application documents demonstrate that the proposed project will be compatible with the surrounding area, and not be detrimental to the health, safety, and welfare of the inhabitants of the area, and potential nuisances will be mitigated through design and placement of the pipelines.

#### **Future Land Use Designation/Comprehensive Plan:**

The parcels impacted by the proposed alignment are designated Estate Residential, Urban Residential, Public, and Mixed Use Neighborhood in the County's future land use map. Per Chapter 5 of the Adams County Comprehensive Plan, Urban Residential and Estate Residential areas are designated for single or multi-family housing and compatible uses such as schools and parks. According to the County's Comprehensive Plan, Mixed Use Employment Areas are intended to allow a mixture of employment uses, including offices, retail, and clean, indoor manufacturing, distribution, and warehousing. These areas are typically designated in locations

that will have excellent transportation access and visibility, but are not suitable for residential development. In addition, areas designated Public are intended for development of governmental or non-profit uses.

The subject request conforms to the goals of the Comprehensive Plan and the County's Development Standards, and the areas adjacent to the project will benefit from increased sewer capacity, which will support new residential and commercial growth in the County.

**Referral Comments:**

Xcel Energy, Thornton Fire Department, Brighton Fire Rescue District, and Metro Wastewater Reclamation District reviewed the request and had no concerns. Tri-County Health Department reviewed the request and recommended the applicant identify the location of any on-site wastewater treatment systems (OWTS) on residential lots in order to prevent disruption during construction activities. The applicant has conducted research along the proposed alignment and did not identify any OWTS on impacted properties.

**Staff Recommendation:**

**Based upon the application, the criteria for approval of areas and activities of state interest/ intergovernmental agreement, and a recent site visit, staff recommends Approval of this request with 30 findings-of-fact:**

**RECOMMENDED FINDINGS- OF- FACT**

- 1) The proposed project considers the relevant provisions of the regional water quality plans.
- 2) The applicant has the necessary expertise and financial capability to develop and operate the proposed project consistent with all requirements and conditions.
- 3) The proposed project is technically and financially feasible.
- 4) The proposed project is not subject to significant risk from natural hazards.
- 5) The proposed project is in general conformity with the applicable comprehensive plans.
- 6) The proposed project does not have significant adverse effect on the capability of local government to provide services or exceed the capacity of service delivery systems.
- 7) The proposed project does not create an undue financial burden on existing or future residents of the County.
- 8) The proposed project does not significantly degrade any substantial sector of the local economy.
- 9) The proposed project does not unduly degrade the quality or quantity of recreational opportunities and experience.
- 10) The planning, design and operation of the proposed project reflects principals of resource conservation, energy efficiency and recycling or reuse.
- 11) The proposed project does not significantly degrade the environment. For purposes of this criterion, the term environment shall include:
  - a. Air quality.
  - b. Visual quality.
  - c. Surface water quality.
  - d. Groundwater quality.

- e. Wetlands, flood plains, streambed meander limits, recharge areas, and riparian areas.
  - f. Terrestrial and aquatic animal life.
  - g. Terrestrial and aquatic plant life.
  - h. Soils and geologic conditions.
- 12) The proposed project does not cause a nuisance and if a nuisance has been determined to be created by the proposed project, the nuisance has been mitigated to the satisfaction of the County.
  - 13) The proposed project does not significantly degrade areas of paleontological, historic, or archaeological importance.
  - 14) The proposed project does not result in unreasonable risk of releases of hazardous materials. In making this determination as to such risk, this includes:
    - a. Plans for compliance with federal and State handling, storage, disposal and transportation requirements.
    - b. Use of waste minimization techniques.
    - c. Adequacy of spill prevention and counter measures, and emergency response plans.
  - 15) The benefits accruing to the County and its citizens from the proposed activity outweigh the losses of any resources within the County, or the losses of opportunities to develop such resources.
  - 16) The proposed project is the best alternative available based on consideration of need, existing technology, cost, impact and these Regulations.
  - 17) The proposed project shall not unduly degrade the quality or quantity of agricultural activities.
  - 18) The proposed project does not negatively affect transportation in the area.
  - 19) All reasonable alternatives to the proposed project, including use of existing rights-of-way and joint use of rights-of-way wherever uses are compatible, have been adequately assessed and the proposed project is compatible with and represents the best interests of the people of the County; and represents a fair and reasonable utilization of resources in the Impact Area.
  - 20) The nature and location of the proposed project or expansion will not unduly interfere with existing easements, rights-of-way, other utilities, canals, mineral claims or roads.
  - 21) Adequate electric, gas, telephone, water, sewage and other utilities exist or shall be developed to service the site.
  - 22) The proposed project will not have a significantly adverse net effect on the capacities or functioning of streams, lakes and reservoirs in the impact area, nor on the permeability, volume, recharge capability and depth of aquifers in the impact area.
  - 23) If the purpose and need for the proposed project are to meet the needs of an increasing population within the County, the area and community development plans and population trends demonstrate clearly a need for such development.
  - 24) The proposed project is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area.
  - 25) To the extent practicable, Domestic Water and Wastewater Treatment Systems will be consolidated with existing facilities within the area. The determination of whether consolidation is practicable shall include but not be limited to the following considerations:
    - a. Distance to and capacity of nearest Domestic Water or Wastewater Treatment System.

- b. Technical, legal, managerial and financial feasibility of connecting to existing Domestic Water or Wastewater Treatment System.
  - c. Scope of the Service Area for existing Domestic Water or Wastewater Treatment System.
  - d. Projected growth and development in the Service Area of existing Domestic Water or Wastewater Treatment System.
- 26) The proposed project will not result in duplication of services within the County.
- 27) The proposed project will be constructed in areas that will result in the proper utilization of existing treatment plants and the orderly development of domestic water and sewage treatment systems of adjacent communities.
- 28) If the proposed project is designed to serve areas within the County, it will meet community development and population demands in those areas.
- 29) The proposed project emphasizes the most efficient use of water, including the recycling, re-use and conservation of water.
- 30) The applicant has demonstrated sufficient managerial expertise and capacity to operate the facility.

### **PUBLIC COMMENTS**

Notifications Sent	Comments Received
382	0

Notices were sent to all residents and property owners within 700-foot radius of the proposed alignment. As of writing this report, staff has not received any comments.

### **REFERRAL AGENCY COMMENTS**

**Responding with Concerns:**

Tri-County Health Department

**Responding without Concerns:**

Brighton Fire Rescue District

Thornton Fire Department

Metro Wastewater Reclamation District

Xcel Energy

**Notified but not Responding / Considered a Favorable Response:**

Brighton School District 27J

Century Link

Comcast

Eagle Shadow Metro District

Heritage at Todd Creek Metro District

Hi-Land Acres Water and Sanitation District

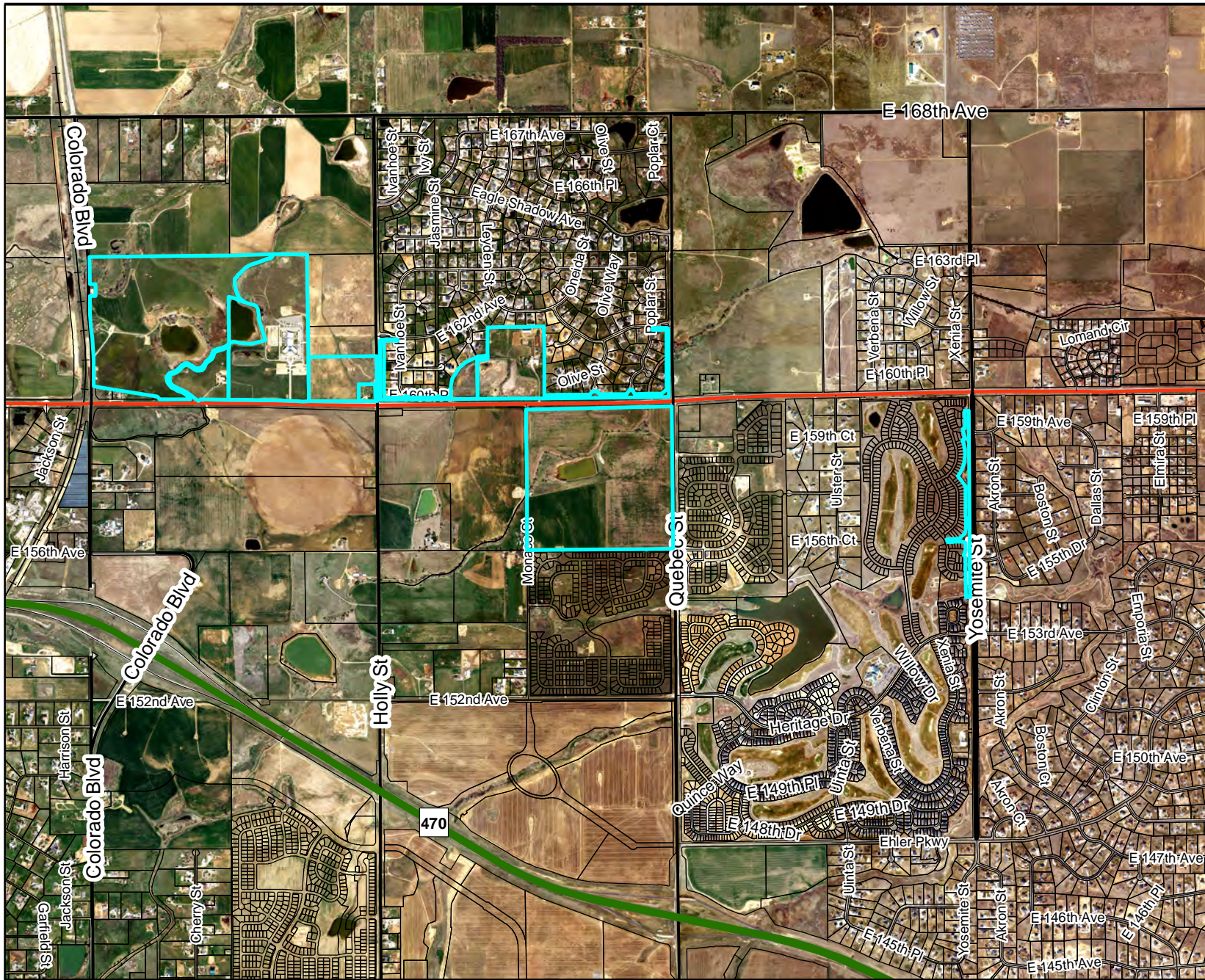
Todd Creek Farms Metro District #2

Todd Creek Village Metro District



Union Pacific Railroad  
United Power





# Legend

- Railroad
- Major Water
- Zoning Line
- Sections

## Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)

## Big Dry Creek Force Main and Lift Station Intergovernmental Agreement

PLN2018-00029

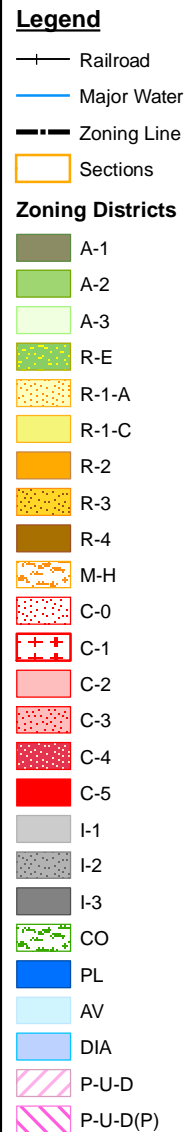
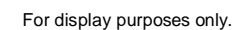


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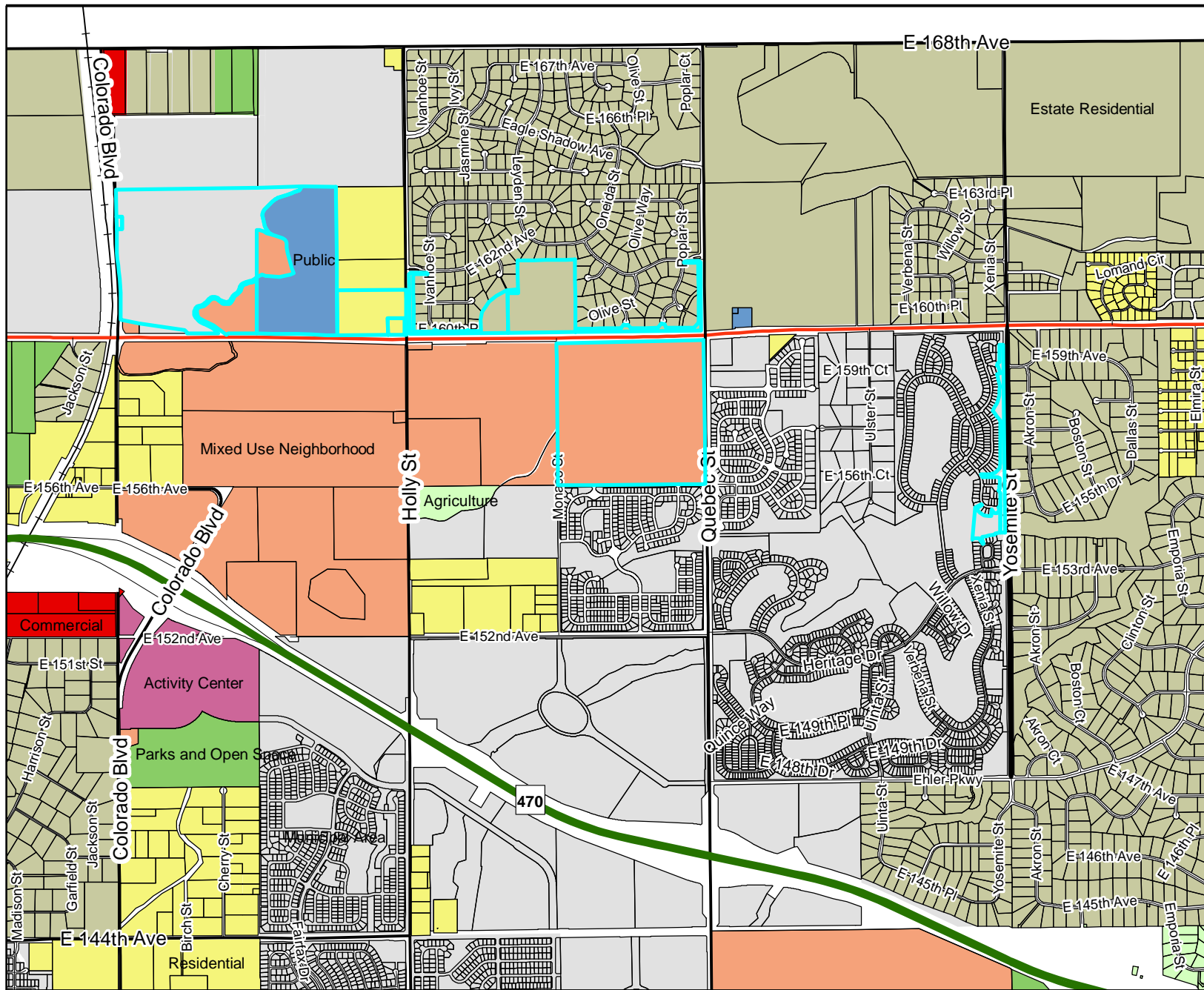


This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



**PLN2018 00029**

This map is made possible  
by the Adams County GIS  
group, which assumes no  
responsibility for its accuracy



# Legend

- Railroad
- Major Water
- Zoning Line
- Sections

## Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)

Big Dry Creek Force Main and Lift Station Intergovernmental Agreement

PLN2018 00029



For display purposes only.

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF THORNTON  
AND ADAMS COUNTY FOR SANITARY SEWER PIPELINE FROM THE BIG DRY  
CREEK SANITARY SEWER LIFT STATION TO THE TODD CREEK SANITARY  
SEWER INTERCEPTOR

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF THORNTON, a home rule municipal corporation in the State of Colorado ("Thornton") located in Adams County, 9500 Civic Center Drive, Thornton, CO 80229, and the BOARD OF COUNTY COMMISSIONERS OF ADAMS COUNTY, a body politic organized under and existing by virtue of the laws of the State of Colorado ("County") 4430 S. Adams County Parkway, 5<sup>th</sup> Floor, Suite C5000A, Brighton, Colorado 80601, which may collectively be referred to herein as the "Parties."

WHEREAS, Thornton is a home rule municipality established pursuant to the constitution and statutes of Colorado which operates a municipal sanitary sewer system, and

WHEREAS, Thornton is responsible for providing water and sanitation services within its service area and has the authority to establish, construct, operate, and maintain works and facilities within and outside of its boundaries; and

WHEREAS, Thornton plans to construct two parallel 16-inch diameter sanitary sewer force mains from the Big Dry Creek Sanitary Sewer Lift Station which transition to 27-inch, 24-inch, and 30-inch diameter sanitary sewer interceptors, respectively, 400 feet east of the Colorado State Highway 7 and Quebec Street intersection to Metro Wastewater Reclamation District's Todd Creek Interceptor (the "Project" or "Facilities"); and

WHEREAS, the County has been delegated power to supervise matters of "state interest" by the Colorado General Assembly under Title 24 Article 65.1 Section 101(2)(b), C.R.S.; and

WHEREAS, the County has adopted regulations governing areas and activities of state interest, Chapter 6 of the Adams County Development Standards and Regulations, which include under Designated Areas and Activities of State Interest the site selection and construction of major facilities of a public utility and major extensions of existing domestic water and wastewater treatment systems; and

WHEREAS, pursuant to Section 6-16 of the Adams County Development Standards and Regulations, in lieu of a permit application and review under the regulations, the County may elect to negotiate an intergovernmental agreement with any political subdivision of the state as defined by Section 29-1-202(1), C.R.S.; and

WHEREAS, the Parties are also authorized pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et seq., C.R.S., to cooperate or

S:\ID\Engineering\Projects - CIP\12-410 Todd Creek Interceptor\ADCO IGA for 1041 Permit\

Thornton IGA 06052015 - Draft

contract with any political subdivision of the State to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units; and

WHEREAS, the Project is an integral component allowing Thornton to transmit wastewater to Metro Wastewater Reclamation District's ("MWRD") Northern Wastewater Treatment Plant anticipated by the Intergovernmental Agreement entered into by and between Thornton and MWRD for the Northern Treatment Plant Pipelines dated December 10, 2010 (the "MWRD IGA"); and

WHEREAS, Thornton is diligently working in a cooperative manner with the County and with private interests along the proposed pipeline corridor to address any concerns they may have with the siting of portions of the Project within their jurisdiction or within their areas of interest; and

WHEREAS, notice of this proposed Project has been provided to all land owners within 700 feet from the property lines of the location of the Project which complies with the required 500 feet as defined in the applicable County regulations; and

WHEREAS, Thornton has paid an appropriate application fee in conjunction with this IGA; and

WHEREAS, Thornton has requested, and the County has consented to, the utilization of the provisions of Section 6-16 of the Adams County Development Standards and Regulations, both Parties finding that an intergovernmental agreement is the most efficient and effective manner in which to proceed; and

WHEREAS, Thornton desires the use of portions of road right-of-way and property owned by the County in order to construct the Project; and

WHEREAS, Thornton agrees to schedule and attend a Conceptual Review Meeting with the Adams County Community and Economic Development Department at such time that Thornton contemplates the construction of any additional structures or pipelines. At such time the County, in its sole discretion, shall determine the proper course of action in order to properly permit such structures or pipelines; and

WHEREAS, Thornton is acquiring easements from private property owners for the Facilities; and

WHEREAS, the County is willing to grant to Thornton, on the terms and conditions herein contained, a non revocable license to construct, maintain, service and repair the Facilities within road rights-of-way owned by the County as shown on the attached Exhibit A; and

WHEREAS, Thornton has entered into an Intergovernmental Agreement with Metro Wastewater Reclamation District's for the construction, operation, maintenance

and ownership of the Big Dry Creek – State Highway 7 Force Main Realignment and Lift Station Upgrade Project.

NOW, THEREFORE, for valuable consideration the receipt of which, and the adequacy and sufficiency of which, are hereby acknowledged by both parties and in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. **Submittal Requirements.** The County requested that Thornton submit for review and comment those materials identified as part of the “submittal requirements” for activities of state interest as identified in Chapter 6 of the Adams County Development Standards and Regulations. This was necessary in order for the County to be able to evaluate fairly and thoroughly the potential impact of the Project upon the County. Thornton has submitted the aforementioned materials and they have been found to be complete.
2. **Neighborhood/Scoping Meetings.** Under Section 6-16 of aforementioned regulations, Thornton was required to hold, and summarize the findings of, at least one neighborhood/scoping meeting. Thornton disseminated appropriate notice of such meeting to households within the Project area and to individuals who carry out official functions on behalf of Adams County and other local governments in the immediate vicinity of the Project. A copy of the mailing lists are attached as Exhibit B. Thornton held the neighborhood/scoping meeting and provided a summary thereof to the County. A copy of the summary is attached as Exhibit C.
3. **Mitigation of Concerns.** Thornton has been diligent in its efforts to identify and address citizen concerns, including efforts to locate the least disruptive Project alignment and to avoid or mitigate Project impacts upon the social and economic well being of the County’s citizenry, its natural resources and environment. In particular, Thornton has agreed to the following:
  - A. Thornton has contacted each of the landowners in unincorporated Adams County directly impacted by Project construction in order to identify their concerns and take appropriate steps, where possible, to satisfactorily address those concerns.
  - B. Thornton will not deprive any landowner of access to their property as a consequence of Project construction activities; and
  - C. Thornton will take all responsible measures to avoid damage to any crops during the construction of the Project and, where such damage proves unavoidable, to fully compensate the landowner for all losses and to promptly restore the property.
4. **County Regulatory Conditions.** Thornton has specifically addressed Project impacts upon those attributes identified in Chapter 6 of the County Regulations in a manner determined satisfactory by the County.



5. **Referral Agencies.** The County submitted referral packets to a variety of referral agencies. Thornton has adequately responded to all referral comments received by the County and evidence of such has been submitted in writing to the Community and Economic Development Department.
6. **Approval Criteria.** Subject to the conditions identified herein, the County has determined that the Project, as proposed, meets the general approval criteria and additional approval criteria found in Section 6-17 of the County Regulations.
7. **County Benefits.** More specifically, the County has determined that the benefits accruing to the County and its citizens from the Project outweigh the losses of any resources within the County or the loss of opportunities to develop such resources. In reaching this conclusion, the County has requested and Thornton has specifically agreed that in addition to the inherent benefits to the County afforded by the Project as designed, Thornton will undertake the following:
  - A. Shall revegetate disturbed areas using dry land grasses, and shall warrant the revegetation plantings through one (1) growing season.
  - B. Will allow MWRD to fulfill the obligations outlined in the IGA dated November 26, 2012 between MWRD and Thornton for Construction and Acceptance of Todd Creek Interceptor Facilities.
8. **Financial Security.** The County has determined that there is no need for a guarantee of financial security in this instance.
9. **Coordination between the County and Thornton.** Thornton further agrees to coordinate with the County upon the following:
  - A. Thornton will utilize its best efforts to coordinate its overall construction schedule with any infrastructure construction contemplated and scheduled by the County so as to minimize the disruption of County construction efforts.
  - B. In the event that the County construction projects require grading over the Facilities, the County agrees that it shall use its best efforts in the development and design of its roadways to avoid causing Thornton to relocate its Facilities due to inadequate or excessive cover. However; if such project design results in excessive or inadequate cover over the Facilities, Thornton, agrees that it will take all necessary actions to protect, modify, or relocate the Facilities, at its sole cost and expense.
  - C. Should a new location within the County's road right-of-way be needed for Thornton's Facilities, due to the relocation for a County project, a new location within the County's road right-of-way will be provided by the County.



10. This IGA is intended to describe and determine such rights and responsibilities only as between the Parties hereto. It is not intended to and shall not be deemed to confer rights or responsibilities to any person or entities not named hereto.
11. The IGA provisions contained herein shall inure to the benefit of the Parties hereto. Neither party to this IGA may assign its rights or delegate its duties under this IGA without the prior written consent of the other.
12. This Intergovernmental Agreement, the Areas and Activities of State Interest (AASI) Permit, the conditions of approval, and any agreement or document referred to herein, constitutes the entire understanding between the Parties with respect to the subject matter hereof and all other prior understandings or agreements shall be deemed merged in this IGA.
13. **Permit Term.** The County recognizes that the Project is large in scope, with a potential for numerous separate bid packages and a sixteen month construction schedule. So long as Thornton is diligently proceeding with construction activities on a portion of the Project within two years of the execution of this IGA, the Project shall be considered commenced for purposes of obtaining necessary construction or building permits in a timely manner, the language of Section 6-12 of the County Regulations notwithstanding; provided, however, that Thornton shall provide notice to the County of any delay in seeking construction permits within unincorporated Adams County that extend beyond December 31, 2020. If the Project alignment changes, the type of activities within unincorporated Adams County are modified, or there are material modifications to the Project, Thornton shall notify the County Community and Economic Development Department in writing, at which time the County may request the submission of additional information concerning any change in Project scope within the County and may impose such reasonable, additional conditions as necessary to address any unforeseen impacts associated with such change in scope. The County, at its sole discretion, will determine whether a Full Amendment or a Technical Review Amendment to the IGA and/or the AASI Permit is required.
14. **Terms and Conditions.** An AASI Permit will be issued subject to Thornton's continued compliance with the requirements of Chapter 6 of the County Regulations, the terms and conditions of this IGA, any conditions of approval adopted by the Board of County Commissioners in conjunction with the review and approval of this IGA, and specifically the following terms and conditions:
  - A. All environmental and cultural resource avoidance measures are to be properly installed and implemented during construction and during maintenance activities thereafter.
  - B. Construction and operation the Project shall be in compliance with all applicable federal, state and local regulations.
  - C. Thornton shall take the lead in identifying and coordinating actions and responses to any unanticipated discovery of sensitive environmental

resources, cultural resources or contamination that occurs during construction. Thornton will inform the County of any such action.

D. Prior to site disturbance in the County, Thornton will:

1. Obtain all property rights, easements, permits and approvals relative to that portion of the Project in unincorporated Adams County.
2. If required, provide the County with completed reviews and any necessary approvals associated with that portion of the Project in unincorporated Adams County secured from all applicable state agencies and special districts, including but not limited to the following:
  - a. Colorado Department of Transportation (CDOT);
  - b. Colorado Department of Public Health and Environment (CDPHE);
  - c. Urban Drainage and Flood Control District (UDFCD);
  - d. Any other pertinent agencies; and
  - e. Any Federal, State and Special Districts having jurisdiction over the Project activities.

E. Thornton agrees to follow the following conditions of approval:

1. Fugitive dust control mechanisms must be in place, and functioning at all times.
2. Thornton will ensure that the contractor shall make reasonable attempt to keep the hours of construction between the hours of 7 a.m. to 7 p.m., Monday through Saturday. The Adams County Director of Community and Economic Development may extend the hours and days of operation if there has been demonstration of a sufficient need.
3. This site is subject to inspections from the County inspectors, during reasonable working hours. The County may or may not give notice of an inspection prior to the inspection.
4. All construction related work shall be completed within two (2) years of the execution of this IGA. A one year extension may be granted by the Director of Community and Economic Development.
5. All development activities, including fill, stockpiling, and storage of fuel and hazardous materials within the 100 year floodplain shall be prohibited unless a Floodplain Use Permit is obtained from the County.

6. All hauling/construction trucks shall cover their loads pursuant to C.R.S. § 42-4-1407.
7. Maintenance of the haul route and/or construction traffic route, including dust abatement shall be the responsibility of Thornton. Thornton shall repair any rutting and potholes caused by the Project as requested by the Department of Public Works.
8. All fluid spills such as hydraulic and oil from maintenance of equipment, shall be removed and disposed of at a facility permitted for such disposal.
9. During construction and maintenance of the Project within unincorporated Adams County areas, Thornton shall comply with the County noise regulations as specified in the Adams County Development Standards and Regulations.
10. All complaints received by Thornton concerning offsite impacts, and the resolution of those complaints, shall be conveyed to the County Community and Economic Development Department. Offsite impacts shall be responded to and resolved as soon as reasonably possible by Thornton. Disputes concerning offsite impacts may be resolved by the County Community and Economic Development Department and may be justification for a Show Cause Hearing before the Adams County Board of County Commissioners and may result in a default of the terms of the IGA.
11. All construction vehicles shall have a radar activated or white noise backup alarm for their equipment to minimize noise impacts to the area.
12. If fuel will be stored on this site:
  - All fuel storage at this site shall be provided with secondary containment, which complies with State of Colorado Oil Inspection Section Regulations; and
  - Fueling areas shall be separated from the rest of the site's surface area, and protected from storm water; and
  - Thornton shall provide a spill prevention plan and release prevention plan for fuel storage and fueling operations. Spill and drip containment pans shall be emptied frequently and all spills shall be cleaned up and disposed of immediately at a facility permitted for such disposal.
13. Thornton shall comply with all applicable requirements of the Zoning, Health, Building, Engineering and Fire Codes during the

construction and maintenance of the Project within Adams County unincorporated areas.

14. Failure to comply with the requirements set forth in this permit may be justification for a show cause hearing, where the AASI Permit may be revoked.
15. Upon execution of the IGA Thornton, its agents and employees shall be entitled to enter the Property for the purpose of making inspections thereof and conducting such tests and observations as Thornton deems appropriate. Thornton is responsible for payment for all such inspections, tests and observations and for any other work performed at Thornton's request and shall pay for any damage which occurs to the Property as a result of such activities. Thornton shall not permit claims or liens of any kind against the Property for inspections, tests and observations and for any other work performed on the Property at Thornton's request. Thornton agrees to defend, indemnify and hold County harmless from and against any liability, damage, cost or expense incurred by County in connection with any such inspection, claim or lien.
16. This IGA shall be binding upon the execution of this IGA by the Parties hereto.
17. The Parties hereto understand and agree that the Parties, their officers, and employees, are relying on, and do not waive or intend to waive, by any provision of this IGA, any rights, protections, or privileges provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to the Parties, their officers, or employees.
18. Any and all notices, demands, or other communications desired or required to be given under any provision of this IGA shall be given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid or by fax to the address of Thornton and County as set forth below:

To Adams County:

Director of Community and Economic Development  
4430 South Adams County Parkway  
1<sup>st</sup> Floor, Suite W2000A  
Brighton, CO 80601-8216  
Phone: (720) 523-6800  
Fax: (720) 523-6998

and

Director of Public Works Adams County Public Works Department  
4430 South Adams County Parkway  
1<sup>st</sup> Floor, Suite W2000B  
Brighton, CO 80601-8218  
Phone: (720) 523-6875

Fax: (720) 523-6996

With a copy to:

County Attorney  
Adams County Attorney's Office  
4430 South Adams County Parkway  
5<sup>th</sup> Floor, Suite C5000B  
Phone: (303) 654-6116  
Fax: (303) 654-6114

For Thornton

City Manager  
9500 Civic Center Drive  
Thornton, Colorado 80229  
Phone: (303) 538-7200  
Fax: (303) 538-7562

Executive Director – Infrastructure  
12450 Washington Street  
Thornton, Colorado 80241  
Phone: (720) 977-6234  
Fax: (720) 977-6201

Or to such other addresses that any party may hereafter from time to time designate by written notice to the other parties in accordance with this paragraph. Notice shall be effective upon receipt.

19. The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit or describe the scope or intent of this IGA.
20. The Parties agree to execute any additional documents and to take any additional action necessary to carry out this IGA.
21. This IGA may be modified, amended, changed or terminated in whole or in part by an agreement in writing duly authorized and executed by the parties hereto with the same formality, and subject to the same statutory and regulatory requirements, as this IGA.
22. Notwithstanding anything herein to the contrary, the parties agree not to hold each other responsible for any losses or damages incurred as a result of a party's inability to perform pursuant to this IGA due to the following causes if beyond the party's control and when occurring through no direct or indirect fault of the party: acts of God; natural disasters, actions or failure to act by governmental authorities other than the parties hereto; unavailability of power, fuel, supplies or equipment

critical to a party's ability to perform; major equipment or facility breakdown; and changes in Colorado or federal law, including, without limitation, changes in any permit requirements.

23. This IGA and its application shall be construed in accordance with the laws of the state of Colorado.
24. If either party is in default of this IGA, the non-defaulting party may elect to treat this IGA as terminated, in which case the non-defaulting party may recover such damages as is proper, or the non-defaulting party may seek specific performance. No such default shall be deemed to exist until the defaulting party has been given notice of the alleged default and fails to remedy such default within 30 days of receipt of such notice and there is a determination by a court having venue that there has been a breach of this IGA.
25. In the event of any litigation, arbitration or other dispute resolution process arising out of this IGA, the parties agree that each will pay its own costs and fees.
26. Thornton shall be solely responsible for the costs of the Project.
27. Thornton shall be solely responsible for maintaining all the Project improvements.
28. Thornton shall obtain all necessary County permits to construct the Project. Thornton shall submit to the County its construction plans for review by the County.
29. If any provision of this IGA is determined to be unenforceable or invalid for any reason, the remainder of this IGA shall remain in effect. No subsequent resolution or ordinance enacted by the County, or Thornton shall impair the rights of the County, or Thornton hereunder without the written consent of all of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Agreement with its exhibits to be effective as of the date first written above.

CITY COUNCIL  
CITY OF THORNTON, COLORADO

---

City Manager, Kevin S. Woods

---

Date

ATTEST: CITY CLERK

Approved as to form:

\_\_\_\_\_  
Kristen N. Rosenbaum, City Clerk

\_\_\_\_\_  
Luis A. Corchado, Thornton City Attorney

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

**ATTEST:  
JOSH ZYGIELBAUM  
CLERK AND RECORDER**

Approved as to form:

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Adams County Attorney's Office

Exhibit A

(Insert a map of the pipeline alignments and highlight the County owned property and County rights-of-way impacted)



# Exhibit A

## Overall Site Plan for Big Dry Creek – State Highway 7 Force Main Realignment and Lift Station Upgrade

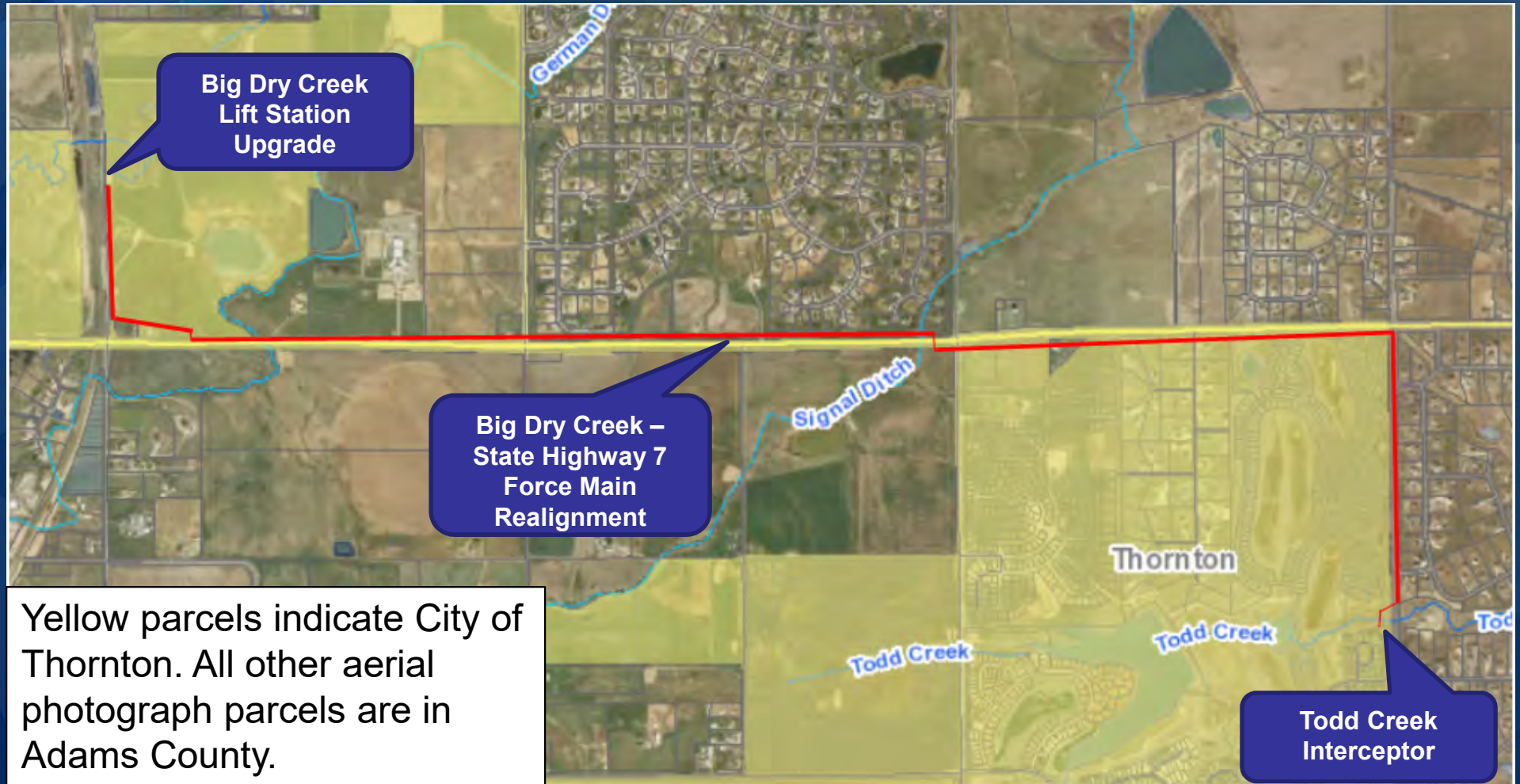


Exhibit B  
(Insert the mailing lists from both neighborhood meetings)

160TH INVESTMENTS LLC  
15187 MADISON ST  
BRIGHTON CO 80602-7704

HAVANA AND ILIFF LLC  
18685 EAST PLAZA DR  
PARKER CO 80134

ADAMS COUNTY  
4430 SOUTH ADAMS COUNTY PKWY  
BRIGHTON CO 80601-8204

HERITAGE TODD CREEK METRO DISTRICT  
C/O SETER & VANDER WALL PC  
7400 E ORCHARD RD STE 3300  
GREENWOOD VILLAGE CO 80111-2545

ADAMS LIEF E AND  
ADAMS SHARA L  
14441 COLORADO BLVD  
BRIGHTON CO 80601

HERITAGE TODD CREEK METROPOLITAN  
DISTRICT C/O WHITE BEAR AND ANKELE  
2154 E COMMONS AVE STE 2000  
LITTLETON CO 80122-1880

BLEA RONNIE C AND  
BLEA LAURIE M  
13149 CLERMONT CT  
THORNTON CO 80241-2290

HOLLY HOLDINGS LLC  
PO BOX 247  
EASTLAKE CO 80614-0247

BRIGHTON FARM LLC  
15600 HOLLY ST  
BRIGHTON CO 80602-7911

HTC GOLF ACQUISITIONS LLC  
10450 E 159TH CT  
BRIGHTON CO 80602

BURKERT JAMES L AND  
BURKERT LANA S  
8471 EAST 160TH PLACE  
BRIGHTON CO 80602

HUCK ROBERT A AND  
HUCK KELLY R  
1155 W 125TH DR  
WESTMINSTER CO 80234-1766

CITY OF THORNTON  
9500 CIVIC CENTER DR  
THORNTON CO 80229

KEMPF RICHARD A  
1246 HIGHLAND PL  
ERIE CO 80516-7918

ELG INVESTORS LLC  
10450 E 159TH CT  
BRIGHTON CO 80602-7977

LENNAR COLORADO LLC  
9781 S MERIDIAN BLVD STE 120  
ENGLEWOOD CO 80112-5935

ERN LIMITED PARTNERSHIP ET AL  
7100 W 44TH AVE NO. 201  
WHEAT RIDGE CO 80033-4754

MORRISON LYNNETTE  
2131 S COOK ST  
DENVER CO 80210-4913

HARRISON BEVERLY  
3476 COUNTY ROAD KK.75  
FOWLER CO 81039-9713

MOUNTAIN VIEW WATER USERS  
ASSOCIATION  
PO BOX 485  
BRIGHTON CO 80601

QUEBEC 7 LLC  
14642 STELLAS MEADOW DR  
BROOMFIELD CO 80023-8401

ALLEN RONNIE CLAYTON AND  
ALLEN CAROLINE LOVANE  
OR CURRENT RESIDENT  
16040 IVANHOE ST  
BRIGHTON CO 80602

QUEBEC LIMITED  
C/O FINLEY AND CO  
12000 WASHINGTON ST NO. 100  
THORNTON CO 80241

ANDERSON BRIAN L AND  
ANDERSON GAIL L  
OR CURRENT RESIDENT  
15398 XENIA CT  
THORNTON CO 80602

RH TODD CREEK LLC  
200 W HAMPDEN AVE STE 201  
ENGLEWOOD CO 80110-2407

ANDERSON PHILIP A AND  
ANDERSON VICKIE L  
OR CURRENT RESIDENT  
15440 XENIA CT  
THORNTON CO 80602-5815

STRATUS TALON VIEW LLC  
8480 E ORCHARD RD STE 1100  
GREENWOOD VILLAGE CO 80111-5015

ANTHONY RODNEY A AND  
ANTHONY VICKI A  
OR CURRENT RESIDENT  
16081 PONTIAC CT  
BRIGHTON CO 80602-6077

TODD CREEK FARMS HOMEOWNERS ASSOCIATION  
C/O MANAGEMENT SPECIALISTS INC  
5855 WADSWORTH BY-PASS BLDG B SUITE 100  
ARVADA CO 80003

APODACA MOSES A AND  
DURAN CHERYL L  
OR CURRENT RESIDENT  
15765 AKRON ST  
BRIGHTON CO 80602

TODD CREEK MEADOWS OWNERS  
ASSOCIATION INC  
8700 TURNPIKE DR STE 230  
WESTMINSTER CO 80031-4301

BACA JOSEPH L AND  
BACA VICKI A  
OR CURRENT RESIDENT  
15920 ULSTER STREET  
THORNTON CO 80602

TODD CREEK VILLAGE METROPOLITAN  
DISTRICT  
10450 E 159TH CT  
BRIGHTON CO 80602-7977

BESCH NICHOLAS J JR AND  
BESCH ERNA M  
OR CURRENT RESIDENT  
15366 XENIA CT  
THORNTON CO 80602-5814

TODD CREEK VILLAGE PARK AND  
RECREATION DISTRICT  
1700 N LINCOLN ST STE 2000  
DENVER CO 80203-4554

BILLS RICHARD AND  
BILLS KANDICE L  
OR CURRENT RESIDENT  
8530 E 160TH PLACE  
BRIGHTON CO 80602

ADAM SCOTT D AND  
ADAM SHERYL J  
OR CURRENT RESIDENT  
16075 OLIVE ST  
BRIGHTON CO 80602-6002

BROWN DOUGLAS W AND  
BROWN GWENDOLYN I  
OR CURRENT RESIDENT  
16021 PONTIAC CT  
BRIGHTON CO 80602-6077

ADAMS LARRY G AND  
ADAMS NANCY C  
OR CURRENT RESIDENT  
15900 ULSTER ST  
BRIGHTON CO 80602-7545

BUMP JANICE L AND  
BUMP ALLAN L  
OR CURRENT RESIDENT  
15850 AKRON ST  
BRIGHTON CO 80602

BUNZALIK PAUL J AND  
SANFILLIPPO ANTHONY C  
OR CURRENT RESIDENT  
16051 YOSEMITE ST  
BRIGHTON CO 80602-5778

DAUGHERTY DANIEL JAY AND  
DAUGHERTY DEBRA JEAN  
OR CURRENT RESIDENT  
15795 AKRON ST  
BRIGHTON CO 80602-8670

BURDICK RONALD L  
OR CURRENT RESIDENT  
8755 E 160TH AVE  
BRIGHTON CO 80602-7549

DELAMOTTE ADA M  
OR CURRENT RESIDENT  
15414 XENIA CT  
THORNTON CO 80602-5815

CANNON PHILIP K AND  
CANNON NOEL A  
OR CURRENT RESIDENT  
9005 E 159TH AVE  
BRIGHTON CO 80602

DIRNBERGER ROBERT D AND  
DIRNBERGER LINDA K  
OR CURRENT RESIDENT  
15427 XENIA CT  
BRIGHTON CO 80602

CASADY DANIEL E AND  
CASADY JENNICE L  
OR CURRENT RESIDENT  
15695 AKRON ST  
BRIGHTON CO 80602-8681

DOLLINGER PAUL M AND DOLLINGER LAUREN C AND  
DAHL LAWRENCE A AND DAHL JERRI E  
OR CURRENT RESIDENT  
16011 POPLAR ST  
BRIGHTON CO 80602-6078

CHACON RUBEN MICHAEL AND  
CHACON CATHERINE SUE  
OR CURRENT RESIDENT  
16012 OLIVE ST  
BRIGHTON CO 80602-6002

DOMINISKI LECH AND  
FIEDOREK WIOLETTA  
OR CURRENT RESIDENT  
8995 E 159TH AVE  
BRIGHTON CO 80602-8679

CLARK TOMMY D  
OR CURRENT RESIDENT  
15630 AKRON ST  
BRIGHTON CO 80602-8682

DOUGLASS ALLAN D AND TERI L  
OR CURRENT RESIDENT  
8940 E 155TH AVE  
BRIGHTON CO 80602

CONN DALE J AND  
CONN JUDY L  
OR CURRENT RESIDENT  
16010 PONTIAC CT  
BRIGHTON CO 80602-6082

DRENNAN CHARLES AND  
DRENNAN CHRISTEN  
OR CURRENT RESIDENT  
16125 OLIVE STREET  
BRIGHTON CO 80602

COX PAMELA M AND  
COX MICHAEL  
OR CURRENT RESIDENT  
5992 E 161ST AVE  
BRIGHTON CO 80602-7964

ECKLEY BRET D AND K THERESA  
OR CURRENT RESIDENT  
15660 AKRON ST  
BRIGHTON CO 80602

CROWLE NELSON AND  
VAN SANT CROWLE CAROLINE  
OR CURRENT RESIDENT  
16021 VERBENA ST  
BRIGHTON CO 80602-7552

EGAN ARTHUR G AND  
EGAN EDNA R  
OR CURRENT RESIDENT  
4695 E 160TH AVE  
BRIGHTON CO 80602

CURRAN BILL STUART AND  
CURRAN PAMELA BETH  
OR CURRENT RESIDENT  
16070 POPLAR ST  
BRIGHTON CO 80602-6079

EGAN PHILLIP C AND EGAN CHRISTINE J  
OR CURRENT RESIDENT  
8420 E 160TH PL  
BRIGHTON CO 80602-7557

ELSHOF MICHAEL W AND  
ELSHOF SARAH R  
OR CURRENT RESIDENT  
16002 OLIVE CT  
BRIGHTON CO 80602-7599

GATTSHALL BRIAN AND  
GATTSHALL MICHELLE  
OR CURRENT RESIDENT  
15810 AKRON ST  
BRIGHTON CO 80602-8680

FAILS KELLY R AND  
FAILS SHANNON L  
OR CURRENT RESIDENT  
15935 ULSTER ST  
BRIGHTON CO 80602-7546

GIBSON JAMES D AND  
GIBSON CHERYL A  
OR CURRENT RESIDENT  
8441 E 160TH PLACE  
BRIGHTON CO 80602

FINK TIMOTHY J AND  
FINK STEPHANIE D  
OR CURRENT RESIDENT  
15620 AKRON ST  
BRIGHTON CO 80602-8682

GUPTON KENNETH W AND  
GUPTON WANDA G  
OR CURRENT RESIDENT  
8955 E 155TH AVE  
BRIGHTON CO 80602

FISK AARON M AND  
JACKSON WYETH R  
OR CURRENT RESIDENT  
16051 PONTIAC COURT  
BRIGHTON CO 80602

HARDING DEBRA J  
OR CURRENT RESIDENT  
5585 E 160TH AVE  
BRIGHTON CO 80602

FOREHAND TOM AND  
PACHELO-FOREHAND KELLY R  
OR CURRENT RESIDENT  
8560 E 160TH PLACE  
BRIGHTON CO 80602

HEINTZMAN MICHAEL D AND  
HEINTZMAN SHARON R  
OR CURRENT RESIDENT  
15432 XENIA CT  
THORNTON CO 80602-5815

FRANZEN DIANE L TRUST THE  
OR CURRENT RESIDENT  
15424 XENIA CT  
THORNTON CO 80602-5815

HERRERA THOMAS J AND  
HERRERA MARY J  
OR CURRENT RESIDENT  
15985 ALTON ST  
BRIGHTON CO 80602-8689

FROTTEN THOMAS S  
OR CURRENT RESIDENT  
16122 OLIVE ST  
BRIGHTON CO 80602-7598

HERZOG LANI K AND  
HERZOG COURTNEY C  
OR CURRENT RESIDENT  
15625 AKRON ST  
BRIGHTON CO 80602-8681

GANDOLPH JOSEPH E AND  
GANDOLPH MARILYN A  
OR CURRENT RESIDENT  
15383 XENIA CT  
THORNTON CO 80602-5813

HOBBS GARRETT D  
OR CURRENT RESIDENT  
15635 AKRON ST  
BRIGHTON CO 80602-8681

GARCIA DAVID D II  
OR CURRENT RESIDENT  
16102 OLIVE ST  
BRIGHTON CO 80602-7598

HOLLY LAYNE AND  
HOLLY KANDIS  
OR CURRENT RESIDENT  
8551 E 160TH PL  
BRIGHTON CO 80602-7558

GARGARO MICHAEL J  
OR CURRENT RESIDENT  
15735 AKRON ST  
BRIGHTON CO 80602-8670

HOMANN BRADLEY SCOTT AND  
HOMANN ROBERT LEE  
OR CURRENT RESIDENT  
8521 E 160TH PL  
BRIGHTON CO 80602-7558

JARAMILLO JOSE J AND  
CANCHOLA DELFINA  
OR CURRENT RESIDENT  
16025 IVANHOE ST  
BRIGHTON CO 80602

MARSHALL PATRICK J AND  
SCUDDER BARBARA L  
OR CURRENT RESIDENT  
15825 AKRON ST  
BRIGHTON CO 80602

JONES BRIAN D AND  
JONES SHERYL A  
OR CURRENT RESIDENT  
16072 OLIVE ST  
BRIGHTON CO 80602-7598

MAYES MAURICE T AND  
MAYES KARY M  
OR CURRENT RESIDENT  
15439 XENIA CT  
THORNTON CO 80602-5816

JORGENSEN ORDEAN L AND  
JORGENSEN LAURIE L  
OR CURRENT RESIDENT  
6103 E 161ST AVE  
BRIGHTON CO 80602

MITCHELL JEFFREY L AND  
MITCHELL CATHERINE A  
OR CURRENT RESIDENT  
16146 XENIA ST  
BRIGHTON CO 80602-7576

KAHLER DONOVAN AND  
CHANTHIVONG INKHAM  
OR CURRENT RESIDENT  
16052 OLIVE ST  
BRIGHTON CO 80602-6002

MOHRLANG KATHERINE MARIE  
OR CURRENT RESIDENT  
8175 E 159TH CT  
BRIGHTON CO 80602

KELLEY ROGER L AND CARLA R  
OR CURRENT RESIDENT  
8155 E 159TH CT  
BRIGHTON CO 80602

MONTOYA MICHAEL J TRUSTEE OF THE  
MONTOYA MICHAEL/JENNIFER FAMILY TRUST  
OR CURRENT RESIDENT  
9000 E 155TH AVE  
BRIGHTON CO 80602-8685

KETTLE DANNY R AND  
KETTLE CYNTHIA DONAHUE  
OR CURRENT RESIDENT  
15406 XENIA CT  
THORNTON CO 80602-5815

NAJERA MICHAEL F AND  
NAJERA JUDY M  
OR CURRENT RESIDENT  
15720 AKRON STREET  
BRIGHTON CO 80602

KONDORF PETER AND  
KONDORF MICHELLE  
OR CURRENT RESIDENT  
6052 E 161ST AVE  
BRIGHTON CO 80602-7964

NORTHERN HILLS CHRISTIAN CHURCH  
OR CURRENT RESIDENT  
5061 E 160TH AVE  
BRIGHTON CO 80602

LEHMAN PATRICK C AND  
LEHMAN KRISTY A  
OR CURRENT RESIDENT  
9021 E 153RD AVE  
BRIGHTON CO 80602-5615

PASCHEN RONALD L AND  
PASCHEN WILLIAM P  
OR CURRENT RESIDENT  
16050 POPLAR ST  
BRIGHTON CO 80602-6079

LINTVEDT DENNIS K AND  
LINTVEDT NANCY K  
OR CURRENT RESIDENT  
15382 XENIA CT  
THORNTON CO 80602-5814

PAVELKA HENRY D AND  
PAVELKA DENISE G  
OR CURRENT RESIDENT  
16142 OLIVE ST  
BRIGHTON CO 80602-7598

LOBATO DENISE  
OR CURRENT RESIDENT  
8450 E 160TH PL  
BRIGHTON CO 80602-7557

PECK RYAN E AND  
PECK ROBIN L W DANNI  
OR CURRENT RESIDENT  
5901 E 160TH PLACE  
BRIGHTON CO 80602

PRECISE BILL G AND  
PRECISE MARGARET C  
OR CURRENT RESIDENT  
15358 XENIA CT  
THORNTON CO 80602-5814

SMOUSE SOLOMAN AND  
SMOUSE ANNA  
OR CURRENT RESIDENT  
8590 E 160TH PLACE  
BRIGHTON CO 80603

QUINN RICKIE J AND  
QUINN LINDA K  
OR CURRENT RESIDENT  
8195 E 159TH COURT  
BRIGHTON CO 80602

SPICKLER WILLIAM AND  
SPICKLER MARILYN  
OR CURRENT RESIDENT  
8480 E 160TH PL  
BRIGHTON CO 80602-7557

READ TIMOTHY G AND  
READ CHERYL L  
OR CURRENT RESIDENT  
15690 AKRON ST  
BRIGHTON CO 80602

SPURGEON LIVING TRUST  
OR CURRENT RESIDENT  
16032 OLIVE ST  
BRIGHTON CO 80602-6002

REX DENNIS AND  
REX CHUN CHA  
OR CURRENT RESIDENT  
15417 XENIA CT  
THORNTON CO 80602

STIMMEL CHRISTOPHER J AND  
MCGINNESS MELISSA R  
OR CURRENT RESIDENT  
6051 E 160TH PLACE  
BRIGHTON CO 80602

RIVERA ANDREW AND  
PEREZ STEPHANIE  
OR CURRENT RESIDENT  
15855 AKRON ST  
BRIGHTON CO 80602-8670

SWANTKOSKI JAROD AND  
SWANTKOSKI ANGELA  
OR CURRENT RESIDENT  
16080 IVANHOE ST  
BRIGHTON CO 80602

RONHOLDT GARY AND  
RONHOLDT DIANE  
OR CURRENT RESIDENT  
15390 XENIA CT  
THORNTON CO 80602-5814

TERRY CHRISTOPHER J AND  
SMITH PATRICIA A  
OR CURRENT RESIDENT  
15665 AKRON STREET  
BRIGHTON CO 80602

SCHAEFER TERESA J LIVING TRUST THE  
OR CURRENT RESIDENT  
15395 XENIA CT  
BRIGHTON CO 80602

THOMAS JOSEPH JEFFREY AND  
THOMAS KIM TERES  
OR CURRENT RESIDENT  
15930 JACKSON STREET  
BRIGHTON CO 80602

SCHREINER DAVID L  
OR CURRENT RESIDENT  
7650 E 160TH AVE  
BRIGHTON CO 80602-7536

VANGILDER LAURA D  
OR CURRENT RESIDENT  
15490 AKRON ST  
BRIGHTON CO 80602-8690

SCHROEDER JEROLD L AND  
SCHROEDER TRACEY A  
OR CURRENT RESIDENT  
15374 XENIA CT  
THORNTON CO 80602-5814

VELASQUEZ FRANK G JR AND  
VELASQUEZ SONIA G  
OR CURRENT RESIDENT  
8961 E 153RD AVE  
BRIGHTON CO 80602

SICHTING ZERRI J AND  
SICHTING MELLISA C  
OR CURRENT RESIDENT  
16071 POPLAR STREET  
BRIGHTON CO 80602

W AND D MC DONALD TRUST  
OR CURRENT RESIDENT  
16055 IVANHOE ST  
BRIGHTON CO 80602-7981



WARRINGTON RICHARD R  
OR CURRENT RESIDENT  
8201 E 160TH AVENUE  
BRIGHTON CO 80602

CURRENT RESIDENT  
6505 E 160TH AVE  
BRIGHTON CO 80602-6006

WILSON SHAD M  
OR CURRENT RESIDENT  
16126 XENIA ST  
BRIGHTON CO 80602-7576

CURRENT RESIDENT  
16100 QUEBEC ST  
BRIGHTON CO 80602-6012

WINE LEWIS L AND  
WINE HEATHER C  
OR CURRENT RESIDENT  
5862 E 161ST AVE  
BRIGHTON CO 80602

CURRENT RESIDENT  
8215 E 159TH CT  
THORNTON CO 80602-7532

WINSLOW RICHARD S AND  
WINSLOW MICHELE R  
OR CURRENT RESIDENT  
16015 OLIVE ST  
BRIGHTON CO 80602-6002

CURRENT RESIDENT  
16041 VERBENA ST  
BRIGHTON CO 80602-7552

WINTER JAMES R AND  
WINTER SUSAN E  
OR CURRENT RESIDENT  
15770 AKRON ST  
BRIGHTON CO 80602

CURRENT RESIDENT  
8471 E 160TH PL  
BRIGHTON CO 80602-7558

WISOTZKEY RICHARD J AND  
GREFRATH LISA H  
OR CURRENT RESIDENT  
16045 OLIVE ST  
BRIGHTON CO 80602

CURRENT RESIDENT  
16022 WILLOW WAY  
BRIGHTON CO 80602-7566

ZANGANEH ALI  
OR CURRENT RESIDENT  
16095 OLIVE ST  
BRIGHTON CO 80602-6002

CURRENT RESIDENT  
16070 YOSEMITE ST  
BRIGHTON CO 80602-7568

ZULAUF JANET KAY TRUST THE  
OR CURRENT RESIDENT  
15405 XENIA CT  
THORNTON CO 80602-5816

CURRENT RESIDENT  
3225 E 160TH AVE  
THORNTON CO 80602-7634

CURRENT RESIDENT  
4105 E 160TH AVE  
BRIGHTON CO 80602-6003

CURRENT RESIDENT  
16180 COLORADO BLVD  
THORNTON CO 80602-7637

CURRENT RESIDENT  
4115 E 160TH AVE  
THORNTON CO 80602-6003

CURRENT RESIDENT  
16085 IVANHOE ST  
THORNTON CO 80602-7981

CURRENT RESIDENT  
15942 SPRUCE CT  
THORNTON CO 80602-8323

CURRENT RESIDENT  
15969 SYRACUSE ST  
THORNTON CO 80602-8324

CURRENT RESIDENT  
15949 SPRUCE CT  
THORNTON CO 80602-8323

CURRENT RESIDENT  
15970 SYRACUSE ST  
THORNTON CO 80602-8324

CURRENT RESIDENT  
15960 SPRUCE CT  
THORNTON CO 80602-8323

CURRENT RESIDENT  
15975 SYRACUSE ST  
THORNTON CO 80602-8324

CURRENT RESIDENT  
15974 SPRUCE CT  
THORNTON CO 80602-8323

CURRENT RESIDENT  
15982 SPRUCE CT  
THORNTON CO 80602-8323

CURRENT RESIDENT  
15953 SYRACUSE ST  
THORNTON CO 80602-8324

CURRENT RESIDENT  
15954 SYRACUSE ST  
THORNTON CO 80602-8324

CURRENT RESIDENT  
15957 SYRACUSE ST  
THORNTON CO 80602-8324

CURRENT RESIDENT  
15962 SYRACUSE ST  
THORNTON CO 80602-8324

CURRENT RESIDENT  
15963 SYRACUSE ST  
THORNTON CO 80602-8324

Exhibit C  
(Insert the summaries of both neighborhood meetings)



## INFRASTRUCTURE DEPARTMENT MEETING SUMMARY

PROJECT NAME/LOCATION: Big Dry Creek – State Highway 7 Force Main  
Realignment and Lift Station Upgrade  
Project No. 10-410

NEIGHBORHOOD MEETING DATE: September 12, 2018  
Open House  
5:30 p.m. to 7:00 p.m.

MEETING LOCATION: Heritage at Todd Creek Golf Course Clubhouse  
8455 Heritage Drive  
Thornton, CO 80602

CONTACT NAME: Kristin Schwartz, P.E., Project Manager  
720-977-6208

PURPOSE OF THE MEETING: Provide information and seek input from adjacent property owners about the project. This meeting fulfills the Adams County Areas and Activity of State Interest (1041) requirement.

PROJECT SCOPE: This project includes the design, right-of-way (ROW) acquisition, and construction to upgrade the existing Big Dry Creek Lift Station, and construct a new Big Dry Creek Force Main and Interceptor. The upgrades will address deteriorating facilities and accommodate predicted sanitary sewer flows due to population growth. The force main and interceptor will direct sewer flows to the Todd Creek Interceptor (TCI), which ultimately conveys sewage flows to the Metro Wastewater Reclamation District's (MWRD) Northern Treatment Plant.

This project is part of an Intergovernmental Agreement (IGA) with MWRD to convey flows from the Big Dry Creek Lift Station to the TCI no later than December 31, 2020.

PROJECT SCHEDULE: Design: Started January 2015; finishing September 2018  
Construction: Starting May 2019; finishing December 2020

PROJECT BUDGET: Design: \$740,000  
Permitting and ROW: \$800,000  
Construction-Lift Station: \$6,003,000

Construction-Force Main/Interceptor: \$8,500,000

MEETING ATTENDANCE: Meeting notices were sent out to those property owners within 700 feet of the project. Adams County was also made aware of the meeting. The property owner list was generated by Adams County's GIS team. Of the 153 meeting notices sent out, five property owners attended the meeting. Thornton was represented by Dan Schiltz and Kristin Schwartz. Daniel Rice and Wendy Daughtry from the Providence Infrastructure Consultants design team were also present at the meeting.

DISCUSSION SUMMARY: A presentation and three project summary boards were on display at the meeting. The city of Thornton and Providence Infrastructure Consultants representatives were readily available and walking around at the meeting to provide any additional background information, technical aspects, and current design status of the project.

Residents were primarily curious about the project details and the location of the alignment. No public meeting attendees opposed the project and the meeting atmosphere was favorable. The following comments, concerns, and questions were raised:

One Thornton resident voiced a concern related to the potential for the project to impact her potable water service line and leach field. She is one of the property owners whom Thornton will be acquiring a permanent sanitary sewer easement through her property located on the northwest corner of State Highway 7 and Holly Street. Staff confirmed that Thornton is committed to working with the resident to ensure that her water and sewer services are maintained during and after construction.

Several residents inquired about the ability to tie in their sewer lines, through a service connection, to the proposed project. These residents are currently located in Adams County, are on private septic systems, and are outside of Thornton's current service area thus are not able to connect to the proposed project.

None of the residents that attended the meeting filled out Thornton provided comment cards.

FOLLOW UP: An additional public meeting is not anticipated.

## 1 PURPOSE AND NEED

The City of Thornton (Thornton) owns and operates the Big Dry Creek Lift Station (BDCLS) to provide sewage pumping service for Basin “H” in the northernmost areas of the City. Wastewater is pumped from the BDCLS to the Metro Wastewater Reclamation District (MWRD) for treatment. The existing BDCLS is reaching the end of its useful life and needs to be expanded to provide additional pumping capacity to accommodate the population growth in the service area. In accordance with an intergovernmental agreement (IGA) between Thornton and MWRD, flows from the BDCLS must be routed to the Todd Creek Interceptor (TCI) for conveyance to the MWRD’s Northern Treatment Plant no later than December 31, 2020. As a result, a new force main and interceptor also needs to be constructed to convey the flows from the BDCLS to the TCI. The Big Dry Creek – State Highway 7 Force Main Realignment and Lift Station Upgrade Project (Project) includes the lift station expansion and extension of a new force main and interceptor. The construction of this Project will allow Thornton to meet its commitment to the MWRD under the executed IGA.

Major Project elements are shown on the site plan provided in Appendix A and include:

- 25,265 linear feet of 16-inch force main (2.4 miles of dual installation, 4.8 miles of total pipe).
- 8,500 linear feet (1.6 miles) of 27-inch and 30-inch gravity sewer interceptor.
- 1 buried force main transition structure.
- 1 crossing of Todd Creek.
- 2 ditch crossings (German Ditch, Signal Ditch).
- 4 road crossings (2 Open Cut – Holly St, Ulster St State; 2 Bored – State Highway 7, Quebec St).
- Parallel installation along State Highway 7 and Yosemite Street.

## 2 PROJECT SCHEDULE

It is anticipated to take 16 months to construct the Project. The City of Thornton currently anticipates bidding the construction of the Project in March 2019 with construction starting in September 2019 and wrapping up no later than December 2020, depending on weather and other factors. This schedule is dependent on the City of Thornton securing the necessary easements, permits, and other approvals necessary to being construction.

## 3 ALTERNATIVES ANALYSIS

Per the IGA between the City of Thornton and MWRD, flows from the BDCLS must enter the TCI upstream of the flow metering structure located on the southwest side of the Yosemite Street crossing of Todd Creek. Three (3) alignment corridors, A, B, and C, were evaluated for the force main and interceptor, with Alternative C being selected as the preferred alignment. The three alignment corridors are provided in Appendix B. Factors that influenced the selection of Alternative C included the following:

- For Alternatives A and B, the existing Heritage Sewer Interceptor has capacity limitations in the vicinity of the Heritage Todd Creek Golf Course and would require upsizing in order to convey flows from the BDCLS. These alternative alignments would significantly disrupt the residents along the Heritage Sewer Interceptor, as well as impede the recreational use of the golf course.
- For Alternative A, pumping limitations of the submersible pumps at the BDCLS made it cost prohibitive to install the force main near the high point due to difficult pipeline installations caused by deep excavations.
- Alternative C, had more opportunities to add additional sewer tap connections along the State Highway 7 corridor.

The alternative evaluation process also incorporated other cost and non-cost criteria including:



- Capital Cost
- Right-of-Way and Easement Acquisition
- Permitting
- Hydraulic Profile
- Environmental Impacts
- Public and Private Impacts
- Pumping Costs
- Operation & Maintenance Considerations

## 4 AASI APPROVAL CRITERIA

Thornton is committed to meeting the application requirements and the regulations governing Areas and Activities of State Interest (AASI). Although the community will be marginally impacted during the construction of the Project, those impacts are temporary in nature. The Project, as a whole, provides a public benefit to Adams County residents within the City of Thornton’s wastewater service area by increasing wastewater conveyance capacity.

Based on the comments from the Conceptual Review meeting held on June 7, 2017 and other discussions with the Community & Economic Development Department, the Adams County Development Standards and Regulations used for this IGA report submittal, for compliance with the AASI requirements, are Sections 6-08-01, 6-17-01, and 6-17-02-01. Staff review comments from the Conceptual Review meeting are provided in Appendix C. Table 4-1 through Table 4-3 summarizes how the Project favorably addresses the submittal requirements provided in Sections 6-08-01, 6-17-01, and 6-17-02-01.

**Table 4-1: AASI Section 6-08-01 Major Water and Sewer Projects**

MAJOR WATER AND SEWER PROJECTS		
Section	Submittal Requirement	Compliance Response
6-08-01-1	Description of existing Domestic Water and Wastewater Treatment Systems in the vicinity of the Project, including their capacity and existing service levels, location of intake and discharge points, discharge permit requirements, service fees and rates, debt structure and service plan boundaries and reasons for and against connecting to those facilities.	The City of Thornton (City) owns and operates the Big Dry Creek Lift Station (BDCLS) to provide sewage pumping service for basin “H” in the northern most area of the City. Wastewater is pumped from the BDCLS to the Metro Wastewater Reclamation District (MWRD) for treatment. The existing BDCLS is reaching the end of its useful life and needs to be expanded to provide additional pumping capacity for additional population growth within its service area. In accordance with an intergovernmental agreement (IGA) between the City and MWRD, flows from the BDCLS must be routed to the Todd Creek Interceptor (TCI) for conveyance to MWRD’s Northern Treatment Plant, located in Brighton, CO, no later than December 31, 2020. Refer to the project site map in Appendix A.

MAJOR WATER AND SEWER PROJECTS		
Section	Submittal Requirement	Compliance Response
6-08-01-2	Description of other water and wastewater management agencies in the project area and reasons for and against consolidation with those agencies.	This project is a coordinated planning effort between the City of Thornton, Metro Wastewater Reclamation District (MWRD), and other member agencies being served by the Northern Treatment Plant located in Brighton, CO. MWRD is the wastewater treatment authority for much of metropolitan Denver including parts of Adams, Arapahoe, Jefferson, and Douglas counties. MWRD serves about 1.8 million people across a 715-square mile service area including Denver, Arvada, Aurora, Brighton, Lakewood, Thornton, and Westminster.
6-08-01-3	Description of how the Project may affect adjacent communities and users of wells.	<p>There will be short-term construction related impacts to residents. The force main and interceptor will be buried so there will be no visual impacts once construction is complete. Areas disturbed during construction will be fully restored to existing conditions. Trees may be relocated to avoid root interference with the force main and interceptor.</p> <p>There may be short-term impacts to wells in the vicinity of the project if dewatering is required during construction. Dewatering impacts would be short-term in nature. In the event of negative impacts to nearby wells due to dewatering activities, the City of Thornton and the contractor will work with the well owner to provide temporary water service until the well operations can be restored.</p>
6-08-01-4	Description of demands that this project expects to meet and basis for projections of that demand.	In addition to conveying the existing flows from sewer basin “H”, the Big Dry Creek Lift Station, Force Main, and Interceptor have been sized to handle build out flows from these basins (Average Annual Flow = 5.7 MGD; Peak Hour Flow = 16.0 MGD). The design capacity of this infrastructure must be approved by CDPHE. The City of Thornton has been in contact with CDPHE on the necessary approvals for the project.
6-08-01-5	Description of efficient water use, recycling and reuse technology the Project intends to use.	No raw, potable, or recycled water will be used for this project. This project is for wastewater conveyance only.
6-08-01-6	Description of how the Project will affect urban/rural development, urban/rural densities, and site layout and design of storm water and sanitation systems.	This project is not expected to impact adjacent development or the design of other storm or sanitary sewer systems. The BDCFM project will increase wastewater conveyance capabilities for the City of Thornton’s sewer basin “H”. The gravity sewer portion of the project could allow for future sewer service connections to be made along the reach where the gravity sewer is located.





MAJOR WATER AND SEWER PROJECTS		
Section	Submittal Requirement	Compliance Response
6-08-01-7	Map and description of other municipal and industrial water projects in the vicinity and a discussion of how the project will compete with or duplicate those services in the County.	This project is a coordinated planning effort between the City of Thornton, Metro Wastewater Reclamation District (MWRD), and other member agencies. In accordance with an intergovernmental agreement (IGA) between the City of Thornton and MWRD, flows from the BDCLS must be routed to the Todd Creek Interceptor (TCI) for conveyance to MWRD's Northern Treatment Plant, located in Brighton, CO, no later than December 31, 2020. A project site map is provided in Appendix A.

**Table 4-2: AASI Section 6-17-01 General Approval Requirements**

GENERAL APPROVAL CRITERIA		
Section	Submittal Requirement	Compliance Response
6-17-01-1	Documentation that prior to site disturbance associated with the Proposed Project, the Applicant can and will obtain all necessary property rights, permits and approvals. The Board may, at its discretion, defer making a final decision on the application until outstanding property rights, permits and approvals are obtained or the Board may grant a Permit with conditions and/or conditions precedent which will adequately address outstanding concerns.	The City of Thornton can and will acquire all necessary property rights, permits and approvals prior to construction of the Big Dry Creek Lift Station, Force Main, and Interceptor project. At this time, the City is in the process of coordinating with local, State and Federal agencies to ensure all permits and approvals are acquired prior to construction of the project. The City is also working with affected property owners to acquire necessary easements.
6-17-01-2	The Proposed Project considers the relevant provisions of the regional water quality plans.	Metro Wastewater Reclamation District (MWRD) is the wastewater treatment authority for most of metropolitan Denver, including the City of Thornton. MWRD is a special district formed by Colorado Legislation in 1961 to provide wastewater transmission and treatment services to member municipalities and special connectors in compliance with federal, state, and local laws. The Big Dry Creek Lift Station, Force Main, and Interceptor project is a coordinated planning effort between the City of Thornton, MWRD, and other member agencies. In accordance with an intergovernmental agreement (IGA) between the City of Thornton and MWRD, flows from the BDCLS must be routed to the Todd Creek Interceptor (TCI) for conveyance to MWRD's Northern Treatment Plant no later than December 31, 2020.

GENERAL APPROVAL CRITERIA		
Section	Submittal Requirement	Compliance Response
		<p>This project is also in accordance with the long-term water quality planning goals of the Denver Regional Council of Governments (DRCOG), of which both Adams County and the City of Thornton are members. The DRCOG regional Clean Water Plan<sup>1</sup> describes wastewater management strategies, water quality programs, and other regional planning guidelines and policies for achieving water quality standards pursuant to Section 208 of the federal Clean Water Act. This project will not cause adverse effects to water quality in the area.</p>
6-17-01-3	<p>The Applicant has the necessary expertise and financial capability to develop and operate the Proposed Project consistent with all requirements and conditions.</p>	<p>The City of Thornton (Applicant), has assembled a team of experienced staff members and consultants to manage the project internally.</p> <p>The City of Thornton has contracted with Providence Infrastructure Consultants (PIC) to design the Big Dry Creek Lift Station, Force Main and Interceptor project. PIC is a professional civil and environmental engineering firm experienced in planning, permitting, designing and providing construction support services associated with lift stations and wastewater conveyance infrastructure.</p> <p>The City of Thornton has also contracted with ERO Resources for environmental services related to the project. ERO is a team of consultants who specialize in natural resource and environmental assessments, planning, and permitting. ERO will assist PIC and the design effort with the following: Army Corps of Engineers 404 permitting, hazardous materials evaluation, cultural resources reports (historic, archeology, and paleontological), and a biological resources report which will address project area wetlands, threatened and endangered species habitat, weeds, and raptor nests.</p> <p>The City of Thornton, has the financial capability to develop and operate the proposed project. The construction, operation, and maintenance of the project will be paid for with already budgeted capital improvement funds from the City of Thornton's Sewer Fund, whose primary revenue source is from rates and tap fees.</p>

<sup>1</sup> Denver Regional Council of Governments (DRCOG). (2006, January). *Metro Vision 2020 Clean Water Plan Policies, Assessments and Management Programs*.



GENERAL APPROVAL CRITERIA		
Section	Submittal Requirement	Compliance Response
6-17-01-4	The Proposed Project is technically and financially feasible.	The proposed project is technically and financially feasible. The City of Thornton, has the financial capability to develop and operate the proposed project. The construction, operation, and maintenance of the project will be paid for with already budgeted capital improvement funds from the City of Thornton's Sewer Fund, whose primary revenue source is from rates and tap fees.
6-17-01-5	The Proposed Project is not subject to significant risk from Natural Hazards.	The proposed project is not subject to significant risk from natural hazards. The project is buried and designed to minimize its vulnerability to flooding, seismic activity, or wildfires.
6-17-01-6	The Proposed Project is in general conformity with the applicable comprehensive plans.	The City of Thornton, through the Big Dry Creek Lift Station, Force Main, and Interceptor Project, is providing necessary wastewater conveyance infrastructure to serve current and future residents of Adams County within the City of Thornton's wastewater service area. This project is also a coordinated planning effort with Metro Wastewater Reclamation District (MWRD) and other member agencies being serviced by the Northern Treatment Plant, which maintains the policies and strategies of the County for future development and avoiding the duplication of services. As a result, this project supports the 2012 Adams County Comprehensive Plan.
6-17-01-7	The Proposed Project does not have a significant adverse effect on the capability of local government to provide services or exceed the capacity of service delivery systems.	The proposed project will not pose any adverse effect on the capability of local government services; therefore, it will not exceed the capacity of the service delivery systems.
6-17-01-8	The Proposed Project does not create an undue financial burden on existing or future residents of the County.	The proposed project will not create an undue financial burden on the existing or future residents of the County. The project will be paid for with already budgeted capital improvement funds from the City of Thornton's Sewer Fund.
6-17-01-9	The Proposed Project does not significantly degrade any substantial sector of the local economy.	The proposed project will not degrade any sector of the local economy. The gravity sewer portion of the project could allow for future sewer service connections to be made along the reach where the gravity sewer is located.
6-17-01-10	The Proposed Project does not unduly degrade the quality or quantity of recreational opportunities and experience.	The proposed project will not degrade the quality or quantity of recreational opportunities and experience. Once constructed, the areas of disturbance will be returned to existing conditions. The pipeline and its appurtenances will be buried.

GENERAL APPROVAL CRITERIA		
Section	Submittal Requirement	Compliance Response
6-17-01-11	The planning, design and operation of the Proposed Project reflects principals of resource conservation, energy efficiency and recycling or reuse.	The proposed project is for wastewater conveyance only. The topography in the area will not permit gravity flow therefore the lift station must remain in service. The use of energy efficient pumps and motors have been incorporated into the lift station design.
6-17-01-12	<p>The Proposed Project does not significantly degrade the environment. Appendix A (of Chapter 6) includes the considerations that shall be used to determine whether there will be significant degradation of the environment. For purposes of this section, the term environment shall include:</p> <ul style="list-style-type: none"> <li>a. Air quality.</li> <li>b. Visual quality.</li> <li>c. Surface water quality.</li> <li>d. Groundwater quality.</li> <li>e. Wetlands, flood plains, streambed meander limits, recharge areas, and riparian areas.</li> <li>f. Terrestrial and aquatic animal life.</li> <li>g. Terrestrial and aquatic plant life.</li> <li>h. Soils and geologic conditions.</li> </ul>	The proposed project will not degrade the environment. Best management practices (BMPs) will be employed during construction to ensure that the environment is preserved. This is a buried pipeline and all disturbed areas will be restored to existing conditions.
6-17-01-13	The Proposed Project does not cause a nuisance and if a nuisance has been determined to be created by the Proposed Project the nuisance has been mitigated to the satisfaction of the County.	<p>Since the force main and interceptor generally follow public road rights-of-way, the proposed project will have some impacts on traffic due to construction activities. These impacts will be short term, and limited to the duration of construction. Traffic control measures will be implemented and approved traffic control plans will be acquired from the governing roadway agency prior to construction. Once the project is complete, all disturbed areas will be fully restored to existing conditions.</p> <p>There will be noise associated with the construction activities, however, the force main and interceptor alignment generally followed public rights-of-way and the impact to residents should be minimum. Those residents that are affected will be appropriately compensated during the right-of-way acquisition process. The project generated noise will be short-term and only for the duration of construction. Furthermore, construction will be performed during normal business hours.</p>

GENERAL APPROVAL CRITERIA		
Section	Submittal Requirement	Compliance Response
		Once the project is complete, the only potential nuisance would result from odors. The existing Big Dry Creek Lift Station (BDCLS) uses a calcium nitrate liquid feed system (BIOXIDE®) to prevent the formation of hydrogen sulfide (odors) in the wet well and force main. This BIOXIDE® system will remain in service and utilized for the BDCLS improvements. In addition to BIOXIDE®, the BDCLS improvements will incorporate design elements to reduce odor formation potential in the wet well and force main. The gravity interceptor portion of the project, will be designed so that manholes are sealed with bolt down lids to prevent odors from escaping. The project will connect to the Todd Creek Interceptor (TCI) which was also designed to have bolt down manhole lids to prevent the discharge of odors.
6-17-01-14	The Proposed Project does not significantly degrade areas of paleontological, historic, or archaeological importance.	As part of this project's permitting effort, cultural resources studies were conducted to identify areas of paleontological, historical, or archaeological importance. The result of these studies concluded that the project should not impact any sensitive areas. However, if during construction, a sensitive cultural resource is discovered, work will cease, the area will be protected, and a qualified archaeologist with the Colorado Office of Archaeology & Historical Preservation will be brought to the site to evaluate the eligibility of the cultural resource under Section 106.
6-17-01-15	The Proposed Project does not result in unreasonable risk of releases of hazardous materials. In making this determination as to such risk, the Board's consideration shall include: <ul style="list-style-type: none"> <li>a. Plans for compliance with federal and State handling, storage, disposal and transportation requirements.</li> <li>b. Use of waste minimization techniques.</li> <li>c. Adequacy of spill prevention and counter measures, and emergency response plans.</li> </ul>	The construction and operation of the proposed project is not expected to result in the release of hazardous materials. This project will implement an onsite Hazardous Materials Emergency Response Plan for hazardous materials storage and handling, spill prevention and clean up, and emergency response. During construction, anticipated onsite hazardous materials include petroleum products for equipment operation and portable toilets.
6-17-01-16	The benefits accruing to the County and its citizens from the proposed activity outweigh the losses of any resources within the County, or the losses of opportunities to develop such resources.	The proposed project will provide build-out sewer service to Adams County residents and businesses located in the City of Thornton's sewer basin "H". The project will not adversely impact County resources or the opportunity to develop County resources.

GENERAL APPROVAL CRITERIA		
Section	Submittal Requirement	Compliance Response
6-17-01-17	The Proposed Project is the best alternative available based on consideration of need, existing technology, cost, impact and these Regulations.	The City of Thornton evaluated numerous alignments for the Big Dry Creek Lift Station force main and interceptor. The proposed project alignment is the best alternative available based on the consideration of need, existing technology, cost, impacts, regulatory requirements, and schedule. Refer to the response to Section 6-17-01-20 for additional discussion. Force main and interceptor corridor alternatives are provided in Appendix B.
6-17-01-18	The Proposed Project shall not unduly degrade the quality or quantity of agricultural activities.	The proposed project will not degrade the quality or quantity of agricultural activities. The alignment of the force main and interceptor will have minimal impact to agricultural land uses.
6-17-01-19	The proposed Project does not negatively affect transportation in the area.	Since the force main and interceptor generally follow public road rights-of-way, the proposed project will have some impacts on traffic due to construction activities. These impacts will be short term, and limited to the duration of construction. Traffic control measures will be implemented and approved traffic control plans will be acquired from the governing roadway agency prior to construction. Once the project is complete, all disturbed areas will be fully restored to existing conditions.
6-17-01-20	All reasonable alternatives to the Proposed Project, including use of existing rights-of-way and joint use of rights-of-way wherever uses are compatible, have been adequately assessed and the Proposed Project is compatible with and represents the best interests of the people of the County and represents a fair and reasonable utilization of resources in the Impact Area.	Numerous alignments for the force main and interceptor were evaluated. All alignments provided a discharge into the Todd Creek Interceptor (TCI) since Thornton must convey flows from the Big Dry Creek Lift Station (BDCLS) into the TCI by December 31, 2020 per an inter-governmental agreement (IGA) with Metro Wastewater Reclamation District (Metro). After extensive evaluation, the preferred alignment proceeds south from the BDCLS to Hwy 7, then east along Hwy 7 to Yosemite Street, then south on Yosemite Street to the connection with the TCI just south of East 155 <sup>th</sup> Drive. Several factors were considered in finalizing the selection of this preferred alternative including capital costs, schedule, hydraulics, public/private impacts, easement acquisition, pumping energy costs, and future operations and maintenance.
6-17-01-21	The nature and location of the Proposed Project or expansion will not unduly interfere with existing easements, rights-of-way, other utilities, canals, mineral claims or roads.	The City of Thornton will coordinate the alignment of the force main and interceptor with property owners, roadway owners (CDOT, Adams County), ditch companies, mineral rights owners, and utility companies to ensure that the project does not adversely impact their interests.

GENERAL APPROVAL CRITERIA		
Section	Submittal Requirement	Compliance Response
6-17-01-22	Adequate electric, gas, telephone, water, sewage and other utilities exist or shall be developed to service the site.	United Power provides electric power to the existing lift station. There are three 167 kVA overhead transformers providing three phase, 277/480 volt service to the site. The transformers are located adjacent to the northwest corner of the existing lift station site. The existing electrical service provides power to three (3) 200 HP motors which drive the existing lift station pumps. The power service is sufficient for the proposed lift station improvements which includes four (4) new pumps. A new power service connection will be required for the lift station improvements to allow for construction, full operational start-up, and testing of all equipment and systems while leaving the existing station fully functional and on line. No other utilities are necessary for the project.
6-17-01-23	The proposed project will not have a significantly adverse Net Effect on the capacities or functioning of streams, lakes and reservoirs in the impact area, nor on the permeability, volume, recharge capability and depth of aquifers in the impact area.	The proposed project will not have adverse effects on the capacity or functioning of streams, lakes reservoirs, or aquifers. Where the force main or interceptor crosses a ditch or stream, the pipeline will be installed, open-cut, and encased for protection. Ditch or stream crossings will be fully restored to existing conditions.
6-17-01-24	If the purpose and need for the Proposed Project are to meet the needs of an increasing population within the County, the area and community development plans and population trends demonstrate clearly a need for such development.	The City of Thornton (City) owns and operates the Big Dry Creek Lift Station (BDCLS) to provide sewage pumping service for Basin's "H" in the northern most area of the City. Wastewater is pumped from the BDCLS to Metro Wastewater Reclamation District (MWRD) for treatment. The existing BDCLS is reaching the end of its useful life and needs to be expanded to provide additional pumping capacity for additional population growth within its service area. In accordance with an intergovernmental agreement between the City and MWRD, flows from the BDCLS must be routed to the Todd Creek Interceptor (TCI) for conveyance to MWRD's Northern Treatment Plant no later than December 31, 2020.
6-17-01-25	The Proposed Project is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area.	The proposed project is compatible with the surrounding area and will not be detrimental to the future development of the area or to the health, safety, or welfare of the inhabitants in the area. The lift station work will occur on property that already has a lift station, that is owned by the City of Thornton and is within the Thornton city limits. The force main and interceptor will be located in public rights-of-way or acquired easements on private property. The pipelines are buried and all areas disturbed by construction activities will be fully restored to existing conditions.

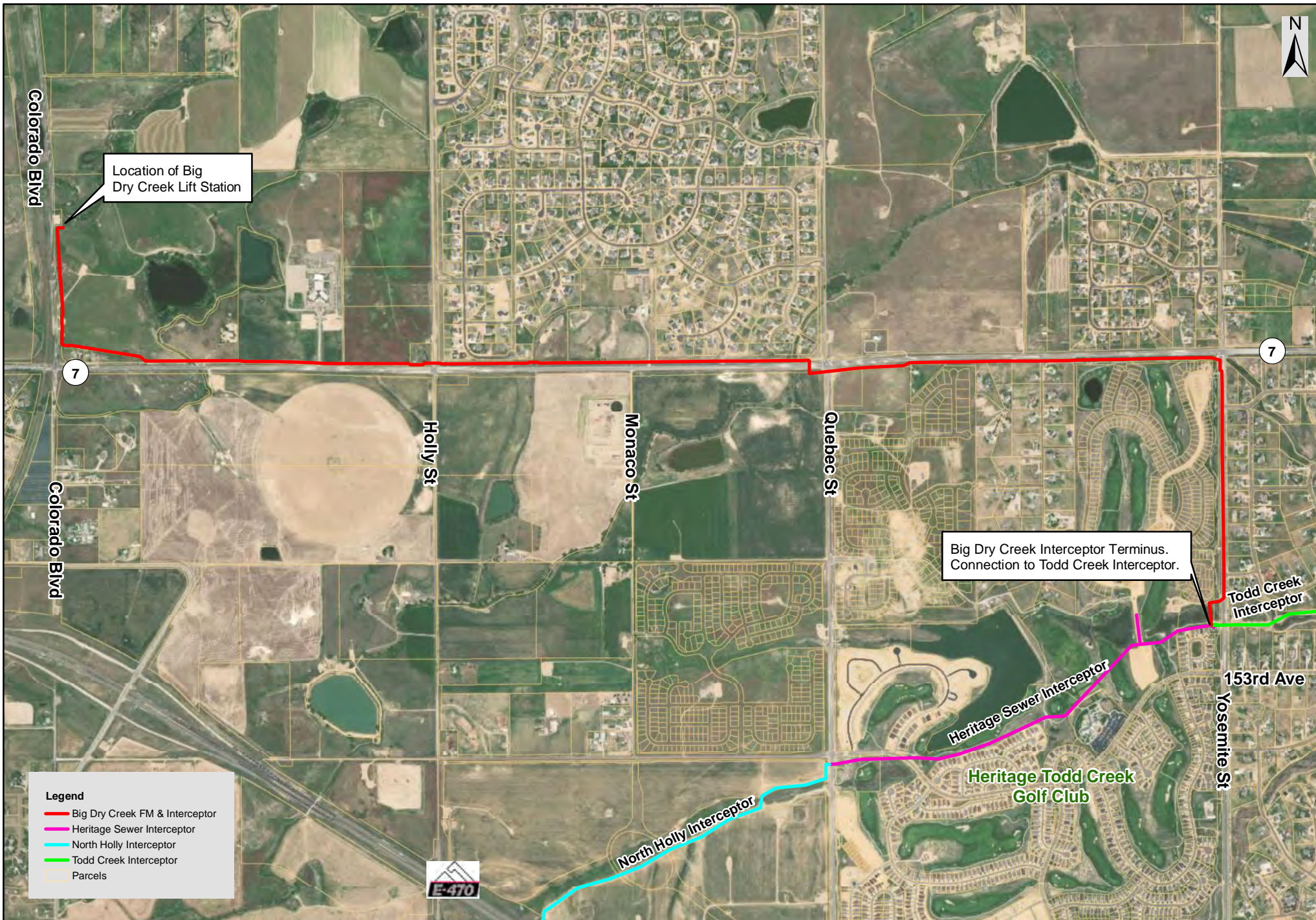




**Table 4-3: AASI Section 6-17-02-01 Additional Approval Criteria**

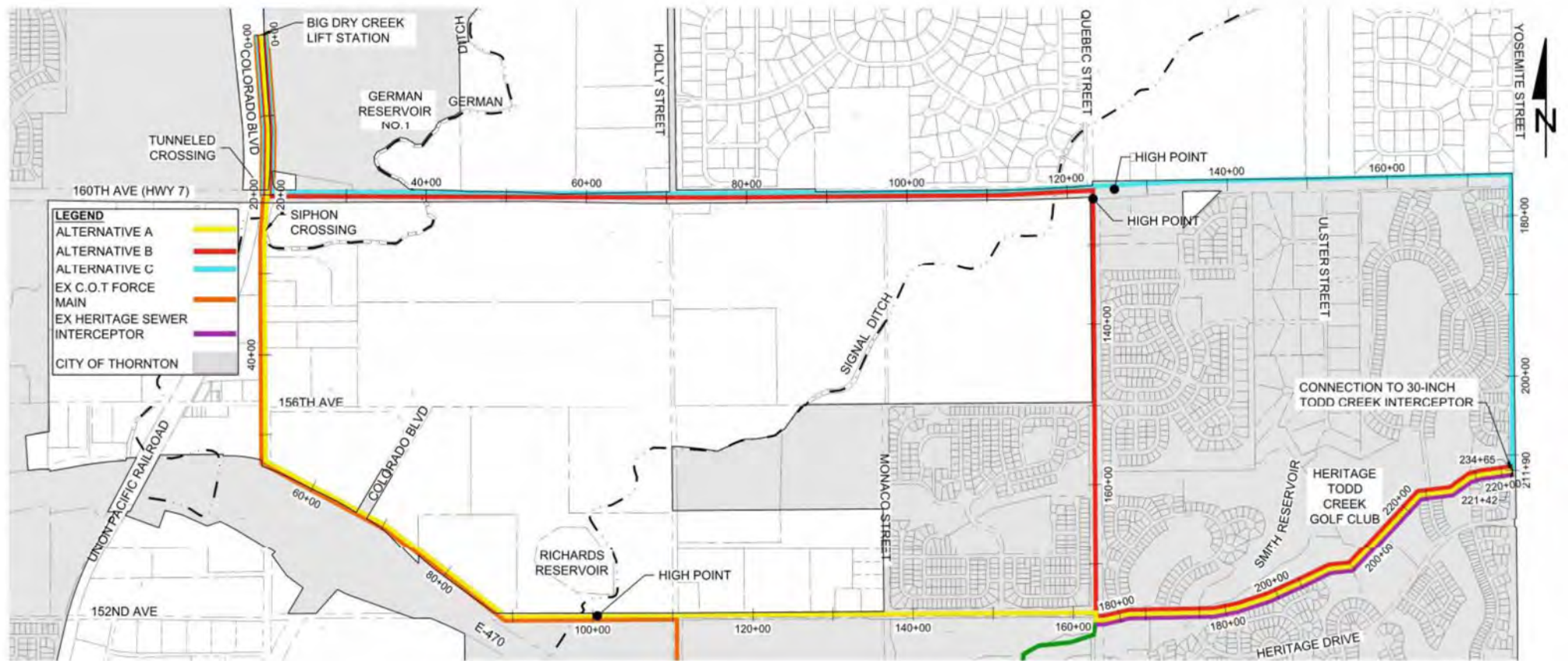
ADDITIONAL APPROVAL CRITERIA		
Section	Submittal Requirement	Compliance Response
6-17-02-01-1	<p>To the extent practicable, Domestic Water and Wastewater Treatment Systems will be consolidated with existing facilities within the area. The determination of whether consolidation is practicable shall include but not be limited to the following considerations:</p> <ul style="list-style-type: none"> <li>a. Distance to and capacity of nearest Domestic Water or Wastewater Treatment System.</li> <li>b. Technical, legal, managerial and financial feasibility of connecting to existing Domestic Water or Wastewater Treatment System.</li> <li>c. Scope of the Service Area for existing Domestic Water or Wastewater Treatment System.</li> <li>d. Projected growth and development in the Service Area of existing Domestic Water or Wastewater Treatment System.</li> </ul>	<p>The City of Thornton (City) owns and operates the Big Dry Creek Lift Station (BDCLS) to provide sewage pumping service for basin “H” in the northern most area of the City. Wastewater is pumped from the BDCLS to the Metro Wastewater Reclamation District (MWRD) for treatment. The existing BDCLS is reaching the end of its useful life and needs to be expanded to provide additional pumping capacity for additional population growth within its service area. In accordance with an intergovernmental agreement (IGA) between the City and MWRD, flows from the BDCLS must be routed to the Todd Creek Interceptor (TCI) for conveyance to MWRD’s Northern Treatment Plant, located in Brighton, CO, no later than December 31, 2020.</p> <p>This project is a coordinated planning effort between the City of Thornton, Metro Wastewater Reclamation District (MWRD), and other member agencies being served by the Northern Treatment Plant. MWRD is the wastewater treatment authority for much of metropolitan Denver including Denver, Arvada, Aurora, Brighton, Lakewood, Thornton, and Westminster.</p>
6-17-02-01-2	The Proposed Project will not result in duplicative services within the County.	See response to Section 6-17-02-01-1.
6-17-02-01-3	The Proposed Project will be constructed in areas that will result in the proper utilization of existing treatment plants and the orderly development of domestic water and sewage treatment systems of adjacent communities.	See response to Section 6-17-02-01-1.
6-17-02-01-4	If the Proposed Project is designed to serve areas within the County, it will meet community development and population demands in those areas.	The Big Dry Creek Lift Station, Force Main, and Interceptor Project is designed to handle buildout peak sewer flows for the City of Thornton’s sewer basin “H”. The gravity sewer portion of the project could allow for future sewer service connections to be made along the reach where the gravity sewer is located.
6-17-02-01-5	The Proposed Project emphasizes the most efficient use of water, including the recycling, reuse and conservation of water.	This project is for wastewater conveyance only. No raw, potable, or recycled water will be used for this project.
6-17-02-01-6	The Applicant demonstrates sufficient managerial expertise and capacity to operate the facility.	Thornton owns and operates existing lift stations, force mains, and interceptors within their sanitary sewer collection system. Thornton has employed operations and maintenance staff, who are experienced and qualified to manage and operate the project infrastructure.

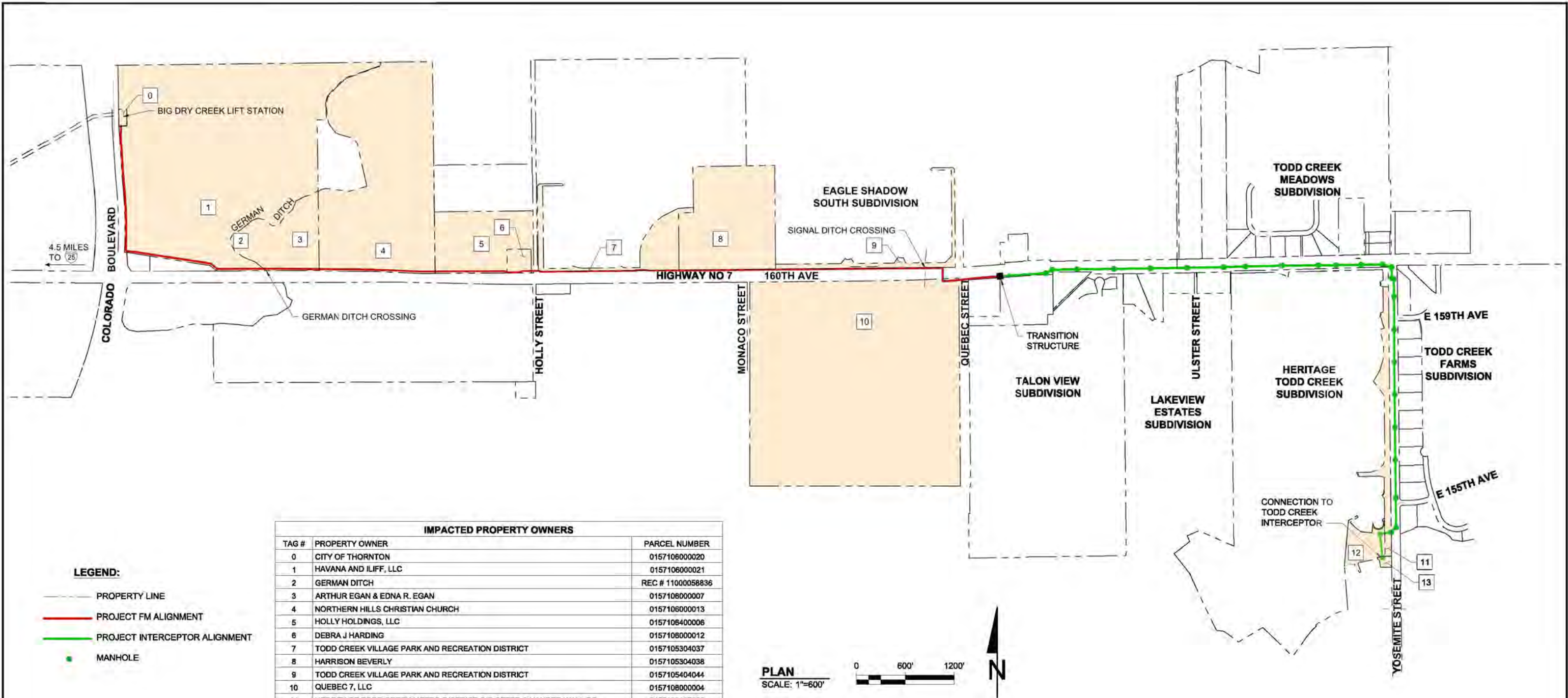




## BIG DRY CREEK - STATE HIGHWAY 7 FORCE MAIN REALIGNMENT AND LIFT STATION UPGRADE







IMPACTED PROPERTY OWNERS		
TAG #	PROPERTY OWNER	PARCEL NUMBER
0	CITY OF THORNTON	0157106000020
1	HAVANA AND ILIFF, LLC	0157106000021
2	GERMAN DITCH	REC # 11000058836
3	ARTHUR EGAN & EDNA R. EGAN	0157106000007
4	NORTHERN HILLS CHRISTIAN CHURCH	0157106000013
5	HOLLY HOLDINGS, LLC	0157106400006
6	DEBRA J HARDING	0157106000012
7	TODD CREEK VILLAGE PARK AND RECREATION DISTRICT	0157105304037
8	HARRISON BEVERLY	0157105304038
9	TODD CREEK VILLAGE PARK AND RECREATION DISTRICT	0157105404044
10	QUEBEC 7, LLC	0157108000004
11	HERRITAGE TODD CREEK METRO DISTRICT C/O SETER & VANDER WALL PC	0157109117222
12	HERRITAGE TODD CREEK METRO DISTRICT C/O SETER & VANDER WALL PC	0157109418080
13	CITY OF THORNTON	0157109418058



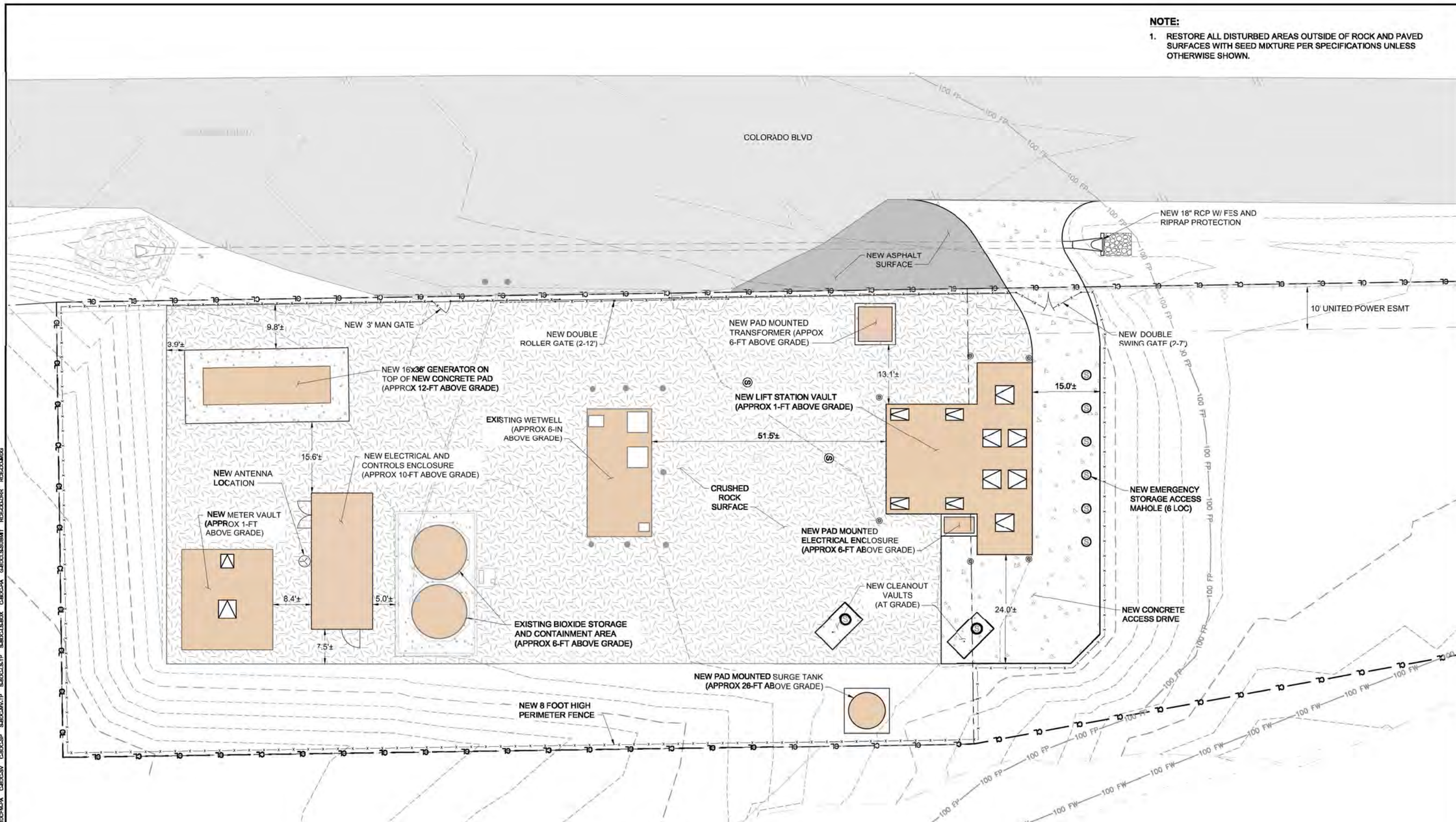
VERIFY SCALE  
BAR IS ONE INCH ON  
ORIGINAL DRAWING  
IF NOT ONE INCH ON THIS  
SHEET, ADJUST SCALES  
ACCORDINGLY

BIG DRY CREEK - STATE HIGHWAY  
7 FORCE MAIN REALIGNMENT AND  
LIFT STATION UPGRADE PROJECT

IMPACTED PROPERTY OWNERS



**NOTE:**  
1. RESTORE ALL DISTURBED AREAS OUTSIDE OF ROCK AND PAVED SURFACES WITH SEED MIXTURE PER SPECIFICATIONS UNLESS OTHERWISE SHOWN.



**SITE PLAN**  
SCALE: 1"=10'

**PROVIDENCE INFRASTRUCTURE CONSULTANTS**  
4901 EAST DRY CREEK ROAD, SUITE 210  
CENTENNIAL, CO 80122  
TEL: (303)997-5035  
www.providenceic.com



10/26/2018	CDOT REVIEW SET - FINAL DESIGN SUBMITTAL	D. RICE
REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY



VERIFY SCALE  
BAR IS ONE INCH ON  
ORIGINAL DRAWING  
IF NOT ONE INCH ON THE  
SHEET, ADJUST SCALES  
ACCORDINGLY

**BIG DRY CREEK - STATE HIGHWAY  
7 FORCE MAIN REALIGNMENT AND  
LIFT STATION UPGRADE PROJECT**

**FINAL LIFT STATION SITE LAYOUT  
PLAN**

PROJECT: 161001  
DRAWN BY: M. PITTMAN  
DESIGNER: D. RICE  
APPROVED BY: L. LINDEEN  
SHEET: 14 OF 112  
DRAWING: C-001



## Development Review Team Comments

**Date:** 11/02/18

**Project Number:** PLN2018-00029

**Project Name:** City of Thornton Big Dry Creek Intergovernmental Agreement (IGA)

For submission of revisions to applications, a cover letter addressing each staff review comments must be provided. The cover letter must include the following information: restate each comment that require a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff.

**Please submit 1 hard copy and 1 electronic copy to the Community and Economic Development Department front desk with the re-submittal form.**

**An additional 20% review fee will be required after the third review and upon submittal of the fourth review.**

**Commenting Division:** Development Services, Planning

**Name of Reviewer:** Emily Collins

**Email:** [ecollins@adcogov.org](mailto:ecollins@adcogov.org)

PLN1. REQUEST: To execute an Intergovernmental Agreement for expansion of an existing lift station (Big Dry Creek) and installation of 4 new pumps, new sewer line (16-inch, 27-inch, and 30-inch).

- a. This expansion is required as part of an IGA between City of Thornton and Metro Wastewater Reclamation District and is necessary to accommodate population growth.
- b. The IGA requires flows from the Big Dry Creek Lift Station to be routed to Metro's Northern Treatment Plant via the Todd Creek Interceptor by the end of 2020.

PLN2. PROPERTY:

- a. Big Dry Creek Lift Station located approximately one-quarter mile north of Highway 7 on Colorado Blvd., (parcel # 01571060000200).
- b. The site is approximately 0.4590 acres and is located in the City of Thornton jurisdiction.
- c. According to the site plan, the force main and interceptors would primarily run adjacent to Colorado Blvd (south), Highway 7 (east), and Yosemite St. (south).



**PLN3. FUTURE LAND USE:**

- a. The preferred alignment is largely within Colorado Blvd., Highway 7, and Yosemite St. right-of-ways.
- b. At the TCI connection point, properties are designated Estate Residential future land use. This designation is for single-family dwellings at lower densities (no greater than 1 unit per acre) and compatible uses such as school and parks.

**PLN4. COMMENTS:**

- a. Please provide an expanded written explanation of the various components of the project (i.e. force main, interceptor, and transition structure).
- b. Please provide a sketch plan of the lift station (current and proposed expansion with all structures labeled) for presentation purposes.
- c. Please provide a version of the alignment map indicating which private properties are to be crossed. This is also for presentation purposes to show the commissioners the impacted private properties. Please include a table with parcel #s.
- d. Please provide additional information on properties that may have water well impacts (i.e. how many and location along alignment).
- e. Please provide information on the number (and location if possible) of the manholes. How would nuisance odor conditions be mitigated?
- f. Please provide a draft Intergovernmental Agreement for staff review. Attached is an example of a previously executed IGA between the County and ECCV Water and Sanitation District. The preferred alignment must be an exhibit of the IGA.

**PLN5. ANTICIPATED CONDITIONS OF APPROVAL:**

- a. IGA executed by City of Thornton submitted prior to BOCC hearing date.
- b. Proof of CDPHE permit approvals
- c. Right-of-way/ utility construction permits
- d. Submit shapefile of route and legal descriptions for mapping

**Commenting Division: Development Services, Engineering:**

**Name of Review:** Greg Labrie

**Email:** [glabrie@adcogov.org](mailto:glabrie@adcogov.org)

ENG1: The applicant will be required to obtain building permits for the proposed structures and an utility permit for the installation of the new pipeline. The permit applications can be found on the Adams County Website at the One Stop Permit Center web page.

ENG2: The applicant is required to submit to Adams County the final drainage study and traffic generation letter signed and stamped by a professional engineer with the state of Colorado.

**Commenting Division: Development Services, Right-of-Way:**

**Name of Review:** Marissa Hillje

**Email:** [mhillje@adcogov.org](mailto:mhillje@adcogov.org)

ROW1: No comment.

**Commenting Division: Development Services, Building Safety:**

**Name of Review:** Justin Blair

**Email:** [jblair@adcogov.org](mailto:jblair@adcogov.org)

BSD1- No comment.

**Commenting Division: Development Services, Environmental Programs:**

**Name of Review:** Jen Rutter

**Email:** [jrutter@adcogov.org](mailto:jrutter@adcogov.org)

ENV1: No comment.

**Commenting Division: Parks and Open Space**

**Name of Review:** Aaron Clark

**Email:** [aclark@adcogov.org](mailto:aclark@adcogov.org)

PKS1: No comment.



October 24, 2018

Emily Collins  
4430 South Adams County Parkway  
1<sup>st</sup> Floor, Suite W2000B  
Brighton, CO 80601-8218

RE: Big Dry Creek Force Main and Lift Station Intergovernmental Agreement  
PLN2018-00029  
TCHD Case No. 5232

Dear Ms. Collins:

Thank you for the opportunity to review and comment on the expansion of the existing Big Dry Creek Lift Station and construction of new dual force main and gravity sewer interceptor along portions of Colorado Boulevard, Highway 7, and Yosemite Street. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

**On-Site Wastewater Treatment Systems (OWTS)**

Proper wastewater management promotes effective and responsible water use, protects potable water from contaminants, and provides appropriate collection, treatment, and disposal of waste, which protects public health and the environment.

The force main and interceptor sewers are adjacent to lots served by OWTS. Based on our review of the narrative provided with the referral, it appears that the construction will occur within the rights-of-way of Colorado Blvd., Highway 7 and Yosemite St. Although TCHD Regulation O-17 requires that OWTS be located at least 10 feet from property lines; it is possible that the excavations for the force main and interceptors may impact those OWTS on lots adjacent to the right-of-way. Consequently, TCHD recommends that the applicant verify locations of those OWTS and evaluate if there will be an impact. TCHD maintains records of OWTS. Those records are available at:

<http://www.tchd.org/269/Septic-Systems> Once OWTS locations are determined and the final locations of the force mains and interceptor locations is established, we recommend that the applicant meet with TCHD to determine if additional actions are necessary to protect the OWTS.

**Colorado Department of Public Health and Environment**

The Colorado Department of Public Health and Environment (CDPHE) will require site location and approval, as well as design approval for the subject project. The applicant may contact Bret Icenogle, P.E. with the CDPHE Water Quality Control Division at 303-692-3278 or [bret.icenogle@state.co.us](mailto:bret.icenogle@state.co.us) regarding those requirements.



Please feel free to contact me at 720-200-1568 or [wbrown@tchd.org](mailto:wbrown@tchd.org) if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Warren S. Brown". The signature is fluid and cursive, with the first name "Warren" and last name "Brown" clearly distinguishable.

Warren S. Brown, P.E.  
Senior Environmental Health Consultant

cc: Sheila Lynch, Michael Weakley, Monte Deatrich, TCHD  
Bret Icenogle, P.E., CDPHE



**Right of Way & Permits**

1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: **303.571.3306**  
Facsimile: 303. 571. 3284  
donna.l.george@xcelenergy.com

October 31, 2018

Adams County Community and Economic Development Department  
4430 South Adams County Parkway, 3<sup>rd</sup> Floor, Suite W3000  
Brighton, CO 80601

Attn: Emily Collins

**Re: Big Dry Creek Force Main and Lift Station Intergovernmental Agreement  
Case # PLN2018-00029**

Public Service Company of Colorado's (PSCo) Right of Way and Permits Referral Desk has determined that an **engineering review** is necessary for the above captioned project. Public Service Company has an existing high pressure natural gas *transmission* pipeline and associated land rights in the area of East 160<sup>th</sup> Avenue and Yosemite Street where the pipelines cross. Any activity including grading, proposed landscaping, erosion control or similar activities involving our existing right-of-way will require Public Service Company approval. Encroachments across Public Service Company's easements must be reviewed for safety standards, operational and maintenance clearances, liability issues, and acknowledged with a Public Service Company License Agreement to be executed with the property owner. **PSCo is requesting that, prior to any final approval of the development plan,** it is the responsibility of the property owner/developer/contractor to contact PSCo's Encroachment Team for development plan review and execution of a License Agreement (upload all files in PDF format) at: [https://www.xcelenergy.com/working\\_with\\_us/builders/encroachment\\_requests](https://www.xcelenergy.com/working_with_us/builders/encroachment_requests) and click on Colorado if necessary.

PSCo also has existing natural gas *distribution* facilities in various areas of the proposed pipeline. As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center** at 1-800-922-1987 to have all utilities located prior to any construction. A schematic map may be obtained from the Mapping Hotline at 303-571-6636. Depths of cover must not be changed and necessary clearances must be maintained.

Please contact me at donna.l.george@xcelenergy.com or 303-571-3306 if there are any questions with this referral response.

Donna George  
Right-of-Way and Permits  
Public Service Company of Colorado

## Emily Collins

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**From:** Owens, David [Dowens@mwr.dst.co.us]  
**Sent:** Monday, October 15, 2018 9:49 AM  
**To:** Emily Collins  
**Cc:** Wicke, Jon  
**Subject:** Big Dry Creek Force Main and Lift Station Intergovernmental Agreement - PLN2018-00029

Emily,

Thank you for the opportunity to review the proposed improvements of the above referenced project. Please forward to MWRD construction plans as they become available. Also, keep MWRD informed as to the construction schedule, in order for us to anticipate wastewater flows in the TCI.

### David Owens

*Engineering Tech II  
Metro Wastewater Reclamation District  
6450 York Street  
Denver, Colorado 80229  
(303)286-3397*

## Emily Collins

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**From:** Stephanie Harpring [Stephanie.Harpring@cityofthornton.net]  
**Sent:** Wednesday, October 31, 2018 9:49 AM  
**To:** Emily Collins  
**Subject:** RE: PLN2018-00029 Big Dry Creek Force Main and Lift Station IGA

City of Thornton Fire Prevention has not comments.

Stephanie Harpring  
Fire Marshal, Asst. Chief  
City of Thornton Fire Department  
Office: 303.538.7616  
[Stephanie.harpring@cityofthornton.net](mailto:Stephanie.harpring@cityofthornton.net)



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**From:** Stephanie Harpring  
**Sent:** Friday, October 12, 2018 8:27 AM  
**To:** Alexis McLaughlin <[Alexis.McLaughlin@cityofthornton.net](mailto:Alexis.McLaughlin@cityofthornton.net)>  
**Subject:** FW: PLN2018-00029 Big Dry Creek Force Main and Lift Station IGA

Please log.

---

**From:** Laurie Davidson  
**Sent:** Thursday, October 11, 2018 11:22 AM  
**To:** Stephanie Harpring <[Stephanie.Harpring@cityofthornton.net](mailto:Stephanie.Harpring@cityofthornton.net)>  
**Subject:** FW: PLN2018-00029 Big Dry Creek Force Main and Lift Station IGA

*Laurie*

---

**From:** Emily Collins <[ECollins@adcogov.org](mailto:ECollins@adcogov.org)>  
**Sent:** Thursday, October 11, 2018 11:19 AM  
**To:** 'landuse@tchd.org' <[landuse@tchd.org](mailto:landuse@tchd.org)>; Loeffler - CDOT, Steven <[steven.loeffler@state.co.us](mailto:steven.loeffler@state.co.us)>; [bradley.sheehan@state.co.us](mailto:bradley.sheehan@state.co.us); Gutierrez, Carla <[CGutierrez@brightonfire.org](mailto:CGutierrez@brightonfire.org)>; Kerrie Monti <[kmonti@sd27j.net](mailto:kmonti@sd27j.net)>; [brandyn.wiedrich@centurylink.com](mailto:brandyn.wiedrich@centurylink.com); [thomas\\_lowe@cable.comcast.com](mailto:thomas_lowe@cable.comcast.com); [sgosselin@northmetrofire.org](mailto:sgosselin@northmetrofire.org); Simmonds,

## Emily Collins

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**From:** Even, Whitney [weven@brightonfire.org]  
**Sent:** Monday, October 29, 2018 10:20 AM  
**To:** Emily Collins  
**Subject:** RE: PLN2018-00029 Big Dry Creek Force Main and Lift Station IGA

Good morning Emily,

At this time, we do not have any comments regarding PLN2018-00029. Thank you!



*Whitney Even*  
Fire Marshal  
Brighton Fire Rescue District  
500 S. 4<sup>th</sup> Ave. 3<sup>rd</sup> Floor  
Brighton, CO 80601  
303-659-4101  
[www.brightonfire.org](http://www.brightonfire.org)

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**From:** Gutierrez, Carla  
**Sent:** Thursday, October 11, 2018 11:24 AM  
**To:** Even, Whitney <[weven@brightonfire.org](mailto:weven@brightonfire.org)>  
**Subject:** FW: PLN2018-00029 Big Dry Creek Force Main and Lift Station IGA



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**From:** Emily Collins [<mailto:ECollins@adcogov.org>]  
**Sent:** Thursday, October 11, 2018 11:19 AM  
**To:** 'landuse@tchd.org' <[landuse@tchd.org](mailto:landuse@tchd.org)>; Loeffler - CDOT, Steven <[steven.loeffler@state.co.us](mailto:steven.loeffler@state.co.us)>; [bradley.sheehan@state.co.us](mailto:bradley.sheehan@state.co.us); Gutierrez, Carla <[CGutierrez@brightonfire.org](mailto:CGutierrez@brightonfire.org)>; Kerrie Monti <[kmonti@sd27j.net](mailto:kmonti@sd27j.net)>; [brandyn.wiedrich@centurylink.com](mailto:brandyn.wiedrich@centurylink.com); [thomas\\_lowe@cable.comcast.com](mailto:thomas_lowe@cable.comcast.com); [sgosselin@northmetrofire.org](mailto:sgosselin@northmetrofire.org); Simmonds, Craig <[CSimmonds@mwr.dst.co.us](mailto:CSimmonds@mwr.dst.co.us)>; Marisa Dale <[mdale@UnitedPower.com](mailto:mdale@UnitedPower.com)>; George, Donna L <[Donna.L.George@xcelenergy.com](mailto:Donna.L.George@xcelenergy.com)>; Anna C. Palmer <[acpalmer@up.com](mailto:acpalmer@up.com)>; Zachary P. White <[zwhite@wbapc.com](mailto:zwhite@wbapc.com)>; [mmeier@up.com](mailto:mmeier@up.com); 'firedept@cityofthornton.net' <[firedept@cityofthornton.net](mailto:firedept@cityofthornton.net)>; [jimmy@equinoxland.com](mailto:jimmy@equinoxland.com); Monte Deatrich <[mdeatrich@tchd.org](mailto:mdeatrich@tchd.org)>  
**Cc:** Christine Fitch <[CFitch@adcogov.org](mailto:CFitch@adcogov.org)>  
**Subject:** PLN2018-00029 Big Dry Creek Force Main and Lift Station IGA

Good Morning:

Please see the attached Request for Comments on the above case. Comments are due by **Wednesday, October 31<sup>st</sup>**.

Thank you for your review!



**Emily Collins, AICP**  
Planner III, *Community and Economic Development*  
ADAMS COUNTY, COLORADO  
4430 South Adams County Parkway, W2000A  
Brighton, CO 80601  
o: 720-523-6820 | [ecollins@adcogov.org](mailto:ecollins@adcogov.org)

## Emily Collins

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**From:** Loeffler - CDOT, Steven [steven.loeffler@state.co.us]  
**Sent:** Thursday, November 01, 2018 12:56 PM  
**To:** Emily Collins  
**Subject:** Re: PLN2018-00029 Big Dry Creek Force Main and Lift Station IGA  
**Attachments:** image002.jpg

Emily,

We have reviewed the referral named above and have the following comments.

- We have no objections to this IGA between the City of Thornton and Adams County for the Big Dry Creek Lift Station and construction of a new 16-inch force main and up to 30-inch interceptor.
- Coordination has already taken place with Robert Williams from our office regarding future permitting. Any additional questions regarding permitting should be directed to Robert Williams at 303-916-3542.

Thank you for the opportunity to review this referral.

**Steve Loeffler**  
Permits Unit



P 303.757.9891 | F 303.757.9886  
2829 W. Howard Pl. 2nd Floor, Denver, CO 80204  
[steven.loeffler@state.co.us](mailto:steven.loeffler@state.co.us) | [www.codot.gov](http://www.codot.gov) | [www.cotrip.org](http://www.cotrip.org)

On Thu, Oct 11, 2018 at 11:20 AM Emily Collins <[ECollins@adcogov.org](mailto:ECollins@adcogov.org)> wrote:

Good Morning:

Please see the attached Request for Comments on the above case. Comments are due by **Wednesday, October 31<sup>st</sup>**.

Thank you for your review!



## Request for Comments

Case Name:	Big Dry Creek Force Main and Lift Station Intergovernmental Agreement
Case Number:	PLN2018-00029

October 11, 2018

Adams County Planning Commission is requesting comments on the following request:

**Intergovernmental Agreement (IGA) with City of Thornton for expansion of the Big Dry Creek Lift Station and construction of a new 16-inch force main and up to 30-inch interceptor**

This request is located: **Begins at approximately Colorado Blvd. and Highway 7, ends at approximately Yosemite St. and E. 153<sup>rd</sup> Ave.**

The Assessor's Parcel Number are: **0157106000020, 0157106000021, 0157106000007, 0157106000013, 0157106400006, 0157106000012, 0157105304037, 0157105304038, 0157105404044, 0157108000004, 0157109117222, 0157109418080**

Applicant Information **CITY OF THORNTON (KRISTIN SCHWARTZ)**  
**12450 WASHINGTON STREET**  
**THORNTON, CO 80241**

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216. (720) 523-6820 by **October 31, 2018** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to [ECollins@adcogov.org](mailto:ECollins@adcogov.org).

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.

*Emily Collins*

Emily Collins, AICP  
Case Manager



## Public Hearing Notification

<b>Case Name:</b>	City of Thornton Big Dry Creek IGA
<b>Case Number:</b>	PLN2018-00029
<b>Board of County Commissioners Date:</b>	02/26/2019 at 9:30 a.m.

February 12, 2019

A public hearing has been set by the Adams County Board of County Commissioners to consider the following request:

*Intergovernmental Agreement (IGA) with City of Thornton for Areas and Activities of State Interest (AASI) Permit (Major Extension of a Domestic Sewage Treatment System) to allow installation of approximately 2.4 miles of a 16-inch force main and approximately 1.6 miles of 27-inch gravity sewer interceptor to provide additional delivery capacity.*

This request is located at **approximately Highway 7 between Colorado Blvd. and Yosemite St.**

The Assessor's Parcel Numbers are **01571060000020, 01571060000021, 01571060000007, 01571060000013, 01571064000006, 01571106000012, 0157105304037, 0157105304038, 0157105404044, 01571080000004, 0157109117222, 0157109418080, 0157109418068**

Applicant Information **CITY OF THORNTON (KRISTIN SCHWARTZ)**

**12450 WASHINGTON ST.**

**THORNTON, CO 80241**

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at 720-523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date. For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S. Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.

*Emily Collins*  
Emily Collins, AICP  
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Mary Hodge  
DISTRICT 5



### **NOTICE OF PUBLIC HEARING FOR LANDUSE**

NOTICE IS HEREBY GIVEN, that an application has been filed by **CITY OF THORNTON** Case # **PLN2018-00029** requesting: **Intergovernmental Agreement (IGA) with City of Thornton for expansion of the Big Dry Creek Lift Station and construction of a new 16-inch force main and up to 30-inch interceptor** on the following property:

#### **LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF TRACT 2S, HERITAGE TODD CREEK FILING NO. AMENDMENT NO. 3, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE EASTERLY LINE OF SAID TRACT 2S, ASSUMED TO BEAR N00°44'01"W A DISTANCE OF 479.33 FEET, FROM THE SOUTHEAST CORNER OF SAID TRACT 2S TO THE NORTHEAST CORNER OF SAID TRACT 2S.

BEGINNING AT A POINT ON SAID EASTERLY LINE OF TRACT 2S, SAID POINT BEARS S00°44'01"E ALONG SAID EASTERLY LINE A DISTANCE OF 182.46 FEET FROM SAID NORTHEAST CORNER OF TRACT 2S;

THENCE S00°44'01"E ALONG SAID EASTERLY LINE A DISTANCE OF 30.38 FEET; THENCE S80°09'44"W A DISTANCE OF 42.10 FEET TO THE EASTERLY LINE OF A SANITARY SEWER EASEMENT, FILED IN SAID ADAMS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 20050216000165900; THENCE N04°53'08"W ALONG SAID EASTERLY LINE A DISTANCE OF 30.11 FEET; THENCE N80°09'44"E A DISTANCE OF 44.31 FEET TO THE POINT OF BEGINNING; WHENCE SAID SOUTHEAST CORNER OF TRACT 2S BEARS S00°44'01"E A DISTANCE OF 296.88 FEET.

SAID PARCEL CONTAINS 1,296 SQUARE FEET OR 0.030 ACRES OF LAND, MORE OR LESS.

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 11000058829, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 8, ASSUMED TO BEAR N89°25'39"E A DISTANCE OF 2624.70 FEET FROM A 3.25" ALUMINUM CAP L.S. 6973 FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 8, TO A 3.25" ALUMINUM CAP ILLEGIBLE FOUND AT THE NORTHEAST CORNER OF SAID SECTION 8;

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID LANDS DESCRIBED AT RECEPTION NO. 11000058829, SAID POINT BEARS S11°53'37"W A DISTANCE OF 138.77 FEET FROM SAID NORTHEAST CORNER OF SECTION 8;

THENCE S87°12'08"W A DISTANCE OF 138.84 FEET; THENCE S89°25'39"W A DISTANCE OF 81.87 FEET; THENCE N02°47'52"W A DISTANCE OF 36.11 FEET; THENCE ALONG A

NON-TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 222.18 FEET, HAVING A RADIUS OF 22,990.00 FEET, THROUGH A CENTRAL ANGLE OF 00°33'13" AND A CHORD WHICH BEARS N87°05'15"E A DISTANCE OF 222.18 FEET; THENCE S00°35'29"E A DISTANCE OF 39.76 FEET TO THE POINT OF BEGINNING; WHENCE SAID NORTH QUARTER CORNER OF SECTION 8 BEARS N87°35'00"W A DISTANCE OF 2598.28 FEET.

SAID PARCEL CONTAINS 8,578 SQUARE FEET OR 0.197 ACRES OF LAND, MORE OR LESS.

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 15000043650 FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF LANDS DESCRIBED AT BOOK 3954, PAGE 98, FILED IN ADAMS COUNTY CLERK AND RECORDER'S OFFICE, ASSUMED TO BEAR S89°08'52"W A DISTANCE OF 100.00 FEET FROM A NO. 5 REBAR WITH A YELLOW PLASTIC CAP LS#26606 FOUND AT THE NORTHEAST CORNER OF SAID BOOK AND PAGE TO A NO. 5 REBAR WITH A YELLOW PLASTIC CAP LS#26606 FOUND AT THE NORTHWEST CORNER OF SAID BOOK AND PAGE;

BEGINNING AT SAID NO. 5 REBAR WITH A YELLOW PLASTIC CAP FOUND AT THE NORTHWEST CORNER OF SAID BOOK AND PAGE, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY OF COLORADO BOULEVARD;

THENCE N00°51'08"W ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 355.00 FEET; THENCE N89°09'02"E A DISTANCE OF 80.00 FEET; THENCE S00°51'08"E A DISTANCE OF 233.32 FEET; THENCE S10°11'12"E A DISTANCE OF 123.31 FEET TO SAID NORTHERLY LINE OF BOOK 3954 PAGE 98 AND SAID NO. 5 REBAR WITH A YELLOW PLASTIC CAP LS#26606 FOUND AT THE NORTHEAST CORNER; THENCE S89°08'52"W ALONG SAID NORTHERLY LINE, A DISTANCE OF 100.00 FEET TO SAID EASTERLY RIGHT-OF-WAY AND THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 29,617 SQUARE FEET OF LAND, MORE OR LESS.

**(The above legal description was provided by the applicant and Adams County is not responsible for any errors and omissions that may be contained herein and assumes no liability associated with the use or misuse of this legal description.)**

APPROXIMATE LOCATION: [Colorado Blvd and Highway 7 to Yosemite St and Highway 7](#)

NOTICE IS HEREBY GIVEN, that a public hearing will be held by the Adams County Board of County Commissioners in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1<sup>st</sup> Floor, on the [12<sup>th</sup> day of February, 2019](#), at the hour of 9:30 a.m., to consider the above request where and when any person may appear and be heard.

For further information regarding this case, please contact [Emily Collins](#) at the Community and Economic Development Department, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6820. This is also the location where the maps and/or text certified by the Planning Commission may be viewed.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS  
STAN MARTIN, CLERK OF THE BOARD

**TO BE PUBLISHED IN THE [January 9, 2019 ISSUE](#) OF THE BRIGHTON BLADE**

Please reply to this message by email to confirm receipt or call [Megan Ulibarri](#) at 720.523.6800.

Adams County Development Services - Building  
Attn: Justin Blair  
4430 S Adams County Pkwy  
Brighton CO 80601

COMCAST  
Attn: JOE LOWE  
8490 N UMITILLA ST  
FEDERAL HEIGHTS CO 80260

BRIGHTON FIRE DISTRICT  
Attn: Carla Gutierrez  
500 South 4th Avenue  
3rd Floor  
BRIGHTON CO 80601

COUNTY ATTORNEY- Email  
Attn: Christine Fitch  
CFitch@adcogov.org

BRIGHTON SCHOOL DISTRICT 27J  
Attn: Kerrie Monti  
1850 EGBERT STREET  
SUITE 140, BOX 6  
BRIGHTON CO 80601

Eagle Shadow Metro District 1/ Spencer Fane  
Attn: JIM WORTHY  
1700 Lincoln Street  
Suite 2000  
Denver CO 80203

CDOT Colorado Department of Transportation  
Attn: Bradley Sheehan  
2829 W. Howard Pl.  
2nd Floor  
Denver CO 80204

Engineering Department - ROW  
Attn: Transportation Department  
PWE - ROW

Century Link, Inc  
Attn: Brandyn Wiedreich  
5325 Zuni St, Rm 728  
Denver CO 80221

Engineering Division  
Attn: Transportation Department  
PWE

CITY OF THORNTON  
Attn: JASON O'SHEA  
9500 CIVIC CENTER DR  
THORNTON CO 80229

HERITAGE AT TODD CREEK METRO DIST.  
Attn: GARY BEUTLER  
2154 E. Commons Ave. Suite 2000  
Centennial CO 80122

CITY OF THORNTON  
Attn: Lori Hight  
9500 CIVIC CENTER DRIVE  
THORNTON CO 80229

Hi-Land Acres Water & Sanitation District  
Attn: Gabby Begeman  
10086 E 159th Ave  
Nancy Gay - 303-637-7499  
Brighton CO 80601

CITY OF THORNTON  
Attn: JIM KAISER  
12450 N WASHINGTON  
THORNTON CO 80241

METRO WASTEWATER RECLAMATION  
Attn: CRAIG SIMMONDS  
6450 YORK ST.  
DENVER CO 80229

Code Compliance Supervisor  
Attn: Eric Guenther  
eguenther@adcogov.org

NORTH METRO FIRE DISTRICT  
Attn: Steve Gosselin  
101 Lamar Street  
Broomfield CO 80020

COLORADO DEPT OF TRANSPORTATION  
Attn: Steve Loeffler  
2000 S. Holly St.  
Region 1  
Denver CO 80222

NS - Code Compliance  
Attn: Joaquin Flores

Parks and Open Space Department  
Attn: Nathan Mosley  
mpedrucci@adcogov.org  
aclark@adcogov.org

Tri-County Health: Mail CHECK to Sheila Lynch  
Attn: Tri-County Health  
landuse@tchd.org

REGIONAL TRANSPORTATION DIST.  
Attn: CHRIS QUINN  
1560 BROADWAY SUITE 700  
DENVER CO 80202

UNION PACIFIC RAILROAD  
Attn: Melissa Meier  
280 S 400 W  
Salt Lake City UT 84101

SHERIFF'S OFFICE: SO-HQ  
Attn: MICHAEL McINTOSH  
nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcog  
snielson@adcogov.org

UNION PACIFIC RAILROAD  
Attn: Anna Palmer  
1400 DOUGLAS ST STOP 1690  
OMAHA NE 68179

Sheriff's Office: SO-SUB  
Attn: SCOTT MILLER  
TFuller@adcogov.org, smiller@adcogov.org  
aoverton@adcogov.org; mkaiser@adcogov.org

United Power, Inc  
Attn: Marisa Dale  
PO Box 929  
500 Cooperative Way  
Brighton CO 80601

THORNTON FIRE DEPARTMENT  
Attn: Chad Mccollum  
9500 Civic Center Drive  
THORNTON CO 80229-4326

Xcel Energy  
Attn: Donna George  
1123 W 3rd Ave  
DENVER CO 80223

TODD CREEK FARMS METRO DIST #2  
Attn: Zachary White  
2154 E. Commons Ave, STE 2000  
Centennial CO 80122

TODD CREEK METRO DISTRICT #2  
Attn: . .  
141 UNION BLVD  
SUITE 150  
LAKEWOOD CO 80228

Todd Creek Village Metropolitan District  
Attn: Jimmy Ogé  
Equinox Land Group  
10450 E. 159th Court  
BRIGHTON CO 80602

TRI-COUNTY HEALTH DEPARTMENT  
Attn: MONTE DEATRICH  
4201 E. 72ND AVENUE SUITE D  
COMMERCE CITY CO 80022

TRI-COUNTY HEALTH DEPARTMENT  
Attn: Sheila Lynch  
6162 S WILLOW DR, SUITE 100  
GREENWOOD VILLAGE CO 80111

160TH INVESTMENTS LLC  
15187 MADISON ST  
BRIGHTON CO 80602-7704

HANGAR 160 LLC  
8450 E CRESCENT PKWY STE 200  
GREENWOOD VILLAGE CO 80111-2816

ADAMS COUNTY  
4430 SOUTH ADAMS COUNTY PKWY  
BRIGHTON CO 80601-8204

HANLON GEORGE R JR 1/3 INT/HOLLARD  
ROGER G 1/3/HAMMERLE KENNETH J 1/3 INT  
21436 E OTTAWA CIR  
AURORA CO 80016-2658

ADAMS LIEF E AND  
ADAMS SHARA L  
14441 COLORADO BLVD  
BRIGHTON CO 80601

HARRISON BEVERLY  
3476 COUNTY ROAD KK.75  
FOWLER CO 81039-9713

AMERICAN BUILT HOMES LLC  
3124 S PARKER RD STE A2-267  
AURORA CO 80014-6215

HAVANA AND ILIFF LLC  
18685 EAST PLAZA DR  
PARKER CO 80134

BLEA RONNIE C AND  
BLEA LAURIE M  
13149 CLERMONT CT  
THORNTON CO 80241-2290

HERITAGE TODD CREEK METRO DISTRICT  
C/O SETER & VANDER WALL PC  
7400 E ORCHARD RD STE 3300  
GREENWOOD VILLAGE CO 80111-2545

BRIGHTON FARM LLC  
15600 HOLLY ST  
BRIGHTON CO 80602-7911

HERITAGE TODD CREEK METROPOLITAN  
DISTRICT C/O WHITE BEAR AND ANKELE  
2154 E COMMONS AVE STE 2000  
LITTLETON CO 80122-1880

CARLSON CLAY F 2014 TRUST  
PO BOX 247  
EASTLAKE CO 80614-0247

HOLLY HOLDINGS LLC  
PO BOX 247  
EASTLAKE CO 80614-0247

CITY OF THORNTON  
9500 CIVIC CENTER DR  
THORNTON CO 80229

HTC GOLF ACQUISITIONS LLC  
10450 E 159TH CT  
BRIGHTON CO 80602

ELG INVESTORS LLC  
10450 E 159TH CT  
BRIGHTON CO 80602-7977

KEMPF RICHARD A  
1246 HIGHLAND PL  
ERIE CO 80516-7918

ERN LIMITED PARTNERSHIP ET AL  
7100 W 44TH AVE NO. 201  
WHEAT RIDGE CO 80033-4754

LENNAR COLORADO LLC  
9781 S MERIDIAN BLVD STE 120  
ENGLEWOOD CO 80112-5935

MAGOON ERIC J AND  
MAGOON ANGELA J  
6384 E 162ND DR  
BRIGHTON CO 80602-7597

STOCKEY PATRICK J AND  
STOCKEY SANDRA L  
1879 DORLAND CT  
FAIRFIELD CA 94534-3025

MELODY HOMES INC  
9555 S KINGSTON CT  
ENGLEWOOD CO 80112-5943

STRATUS TALON VIEW LLC  
8480 E ORCHARD RD STE 1100  
GREENWOOD VILLAGE CO 80111-5015

MELODY HOMES INC  
9555 S KINGSTON CT  
ENGLEWOOD CO 80112

SW BIG CIRCLE RANCH LLC  
5600 S QUEBEC ST STE 110A  
GREENWOOD VILLAGE CO 80111-2205

MORRISON LYNNETTE  
2131 S COOK ST  
DENVER CO 80210-4913

TALON POINTE LAND LLC  
1610 WYNKOOP ST STE 500  
DENVER CO 80202-1158

MOSHER RICHARD J AND  
KANAGAINTHIRAM RAMANI K  
8050 E 136TH DR  
THORNTON CO 80602-8106

TALON POINTE METROPOLITAN DISTRICT  
10450 E 159TH CT  
BRIGHTON CO 80602-7977

MOUNTAIN VIEW WATER USERS  
ASSOCIATION  
PO BOX 485  
BRIGHTON CO 80601

TODD CREEK FARMS HOMEOWNERS ASSOCIATION  
C/O MANAGEMENT SPECIALISTS INC  
5855 WADSWORTH BY-PASS BLDG B SUITE 100  
ARVADA CO 80003

ORY JOHN H AND  
ORY LORI L  
3600 RIDGEWOOD RD  
POCATELLO ID 83201-7704

TODD CREEK VILLAGE METROPOLITAN  
DISTRICT  
10450 E 159TH CT  
BRIGHTON CO 80602-7977

QUEBEC 7 LLC  
14642 STELLAS MEADOW DR  
BROOMFIELD CO 80023-8401

TODD CREEK VILLAGE PARK  
AND RECREATION DISTRICT  
1700 N LINCOLN ST STE 2000  
DENVER CO 80203-4554

QUEBEC LIMITED  
C/O FINLEY AND CO  
12000 WASHINGTON ST NO. 100  
THORNTON CO 80241

TODD CREEK VILLAGE PARK AND  
RECREATION DISTRICT  
1700 N LINCOLN ST STE 2000  
DENVER CO 80203-4554

SOSTARICH CAROL AND  
SOSTARICH LAWRENCE  
10794 COUNTY ROAD 6  
FORT LUPTON CO 80621-8420

ABEYTA MICHELE AND  
ABEYTA JOE  
OR CURRENT RESIDENT  
6195 E 162ND AVE  
BRIGHTON CO 80602-7966

ABOTE JOHN F TRUST AND  
ABOTE SHANNON L TRUST  
OR CURRENT RESIDENT  
16131 POPLAR ST  
BRIGHTON CO 80602-6081

ANDERSON PHILIP A AND  
ANDERSON VICKIE L  
OR CURRENT RESIDENT  
15440 XENIA CT  
THORNTON CO 80602-5815

ACKLIN MARIO A AND  
ACKLIN MICHELE J  
OR CURRENT RESIDENT  
16144 ONEIDA CT  
BRIGHTON CO 80602-7596

ANTHONY RODNEY A AND  
ANTHONY VICKI A  
OR CURRENT RESIDENT  
16081 PONTIAC CT  
BRIGHTON CO 80602-6077

ADAM SCOTT D AND  
ADAM SHERYL J  
OR CURRENT RESIDENT  
16075 OLIVE ST  
BRIGHTON CO 80602-6002

APODACA MOSES A AND  
DURAN CHERYL L  
OR CURRENT RESIDENT  
15765 AKRON ST  
BRIGHTON CO 80602

AHMED YUSUF A AND  
AHMED MELISSA L  
OR CURRENT RESIDENT  
15505 QUINCE CIR  
THORNTON CO 80602

ARTER FRANK L AND  
ARTER VICKI J  
OR CURRENT RESIDENT  
7075 E 162ND AVENUE  
BRIGHTON CO 80602

ALLEN RONNIE CLAYTON AND  
ALLEN CAROLINE LOVANE  
OR CURRENT RESIDENT  
16040 IVANHOE ST  
BRIGHTON CO 80602

ATWELL JOSEPH H  
OR CURRENT RESIDENT  
6535 E 162ND DR  
BRIGHTON CO 80602-7595

ALLSOPP WILLIAM AND  
ALLSOPP TRINA  
OR CURRENT RESIDENT  
16170 POPLAR ST  
BRIGHTON CO 80602-6080

BAKER DAVID N AND  
BAKER CATHERINE B  
OR CURRENT RESIDENT  
7064 E 162ND AVE  
BRIGHTON CO 80602-7594

ANDERSON BRIAN L AND  
ANDERSON GAIL L  
OR CURRENT RESIDENT  
15398 XENIA CT  
THORNTON CO 80602

BARRETT HOWORKO KRISTEN AND  
HOWORKO STEVEN ADAM  
OR CURRENT RESIDENT  
6524 E 162ND DR  
BRIGHTON CO 80602-7595

ANDERSON LANE AND  
ANDERSON SUSAN  
OR CURRENT RESIDENT  
16130 POPLAR ST  
BRIGHTON CO 80602-6080

BARSCH FRIEDRICH W AND  
BARSCH RUTH  
OR CURRENT RESIDENT  
16140 KRAMERIA CT  
BRIGHTON CO 80602-7973

ANDERSON MARK E  
OR CURRENT RESIDENT  
6648 E 163RD AVE  
BRIGHTON CO 80602-7696

BAXTER JULIE  
OR CURRENT RESIDENT  
6585 E 162ND DR  
BRIGHTON CO 80602-7595

ANDERSON MATTHEW DOUGLAS AND  
ANDERSON MEL LING  
OR CURRENT RESIDENT  
16110 POPLAR ST  
BRIGHTON CO 80602-6080

BEDDO CHRISTOPHER AND  
BEDDO AUBRIE  
OR CURRENT RESIDENT  
16235 IVANHOE ST  
BRIGHTON CO 80602-7960



BENES AARON AND  
OLSTAD JESSICA  
OR CURRENT RESIDENT  
6564 E 162ND DR  
BRIGHTON CO 80602-7595

BUMP JANICE L AND  
BUMP ALLAN L  
OR CURRENT RESIDENT  
15850 AKRON ST  
BRIGHTON CO 80602

BESCH NICHOLAS J JR AND  
BESCH ERNA M  
OR CURRENT RESIDENT  
15366 XENIA CT  
THORNTON CO 80602-5814

BUNN WILLIAM P AND  
BUNN SHERRI L  
OR CURRENT RESIDENT  
16610 STEELE ST  
BRIGHTON CO 80602

BILLINGSLEY PHILLIP N AND  
BILLINGSLEY MARY G  
OR CURRENT RESIDENT  
8778 E 152ND PLACE  
THORNTON CO 80602

BUNZALIK PAUL J AND  
MILLS SARA L  
OR CURRENT RESIDENT  
16051 YOSEMITE ST  
BRIGHTON CO 80602-5778

BLAIR JERRY AND  
BLAIR ANN  
OR CURRENT RESIDENT  
16179 ONEIDA CT  
BRIGHTON CO 80602

BURDICK RONALD L  
OR CURRENT RESIDENT  
8755 E 160TH AVE  
BRIGHTON CO 80602-7549

BONDOC NICOLE AND  
BONDOC NESTOR  
OR CURRENT RESIDENT  
6645 E 162ND DR  
BRIGHTON CO 80602-7595

CAHILL CHAD AND  
CAHILL LORI L  
OR CURRENT RESIDENT  
8960 E 153RD AVE  
BRIGHTON CO 80602-5616

BOZEMAN ANN M AND  
BOZEMAN ERIC E  
OR CURRENT RESIDENT  
16184 ONEIDA CT  
BRIGHTON CO 80602-7596

CALLOW B A TRUST 50% INT AND  
CALLOW B A FAMILY TRUST THE 50% INT  
OR CURRENT RESIDENT  
15349 XENIA CT  
THORNTON CO 80602-5813

BRADY JAMES AND  
BRADY SANDRA  
OR CURRENT RESIDENT  
6006 E 162ND PL  
BRIGHTON CO 80602-7965

CANNON PHILIP K AND  
CANNON NOEL A  
OR CURRENT RESIDENT  
9005 E 159TH AVE  
BRIGHTON CO 80602

BROW GARY T AND  
BROW DOROTHY J  
OR CURRENT RESIDENT  
7137 E 162ND COURT  
BRIGHTON CO 80602

CARNAHAN DANIEL P AND  
CARNAHAN GINA M  
OR CURRENT RESIDENT  
6745 E 162ND AVE  
BRIGHTON CO 80602-7592

BROWN BRYAN R  
OR CURRENT RESIDENT  
5755 E 162ND AVE  
BRIGHTON CO 80602

CARRIGAN DOUGLAS A AND  
CARRIGAN CATHY L  
OR CURRENT RESIDENT  
16242 POPLAR ST  
BRIGHTON CO 80602-6076

BROWN DOUGLAS W AND  
BROWN GWENDOLYN I  
OR CURRENT RESIDENT  
16021 PONTIAC CT  
BRIGHTON CO 80602-6077

CASADY DANIEL E AND  
CASADY JENNICE L  
OR CURRENT RESIDENT  
15695 AKRON ST  
BRIGHTON CO 80602-8681

CASTILLO THEODORE W AND  
CASTILLO KELLY  
OR CURRENT RESIDENT  
16164 ONEIDA CT  
BRIGHTON CO 80602-7596

CONN DALE J AND  
CONN JUDY L  
OR CURRENT RESIDENT  
16010 PONTIAC CT  
BRIGHTON CO 80602-6082

CHACON RUBEN MICHAEL AND  
CHACON CATHERINE SUE  
OR CURRENT RESIDENT  
16012 OLIVE ST  
BRIGHTON CO 80602-6002

COX PAMELA M AND  
COX MICHAEL  
OR CURRENT RESIDENT  
5992 E 161ST AVE  
BRIGHTON CO 80602-7964

CHAPUIS BYRON AND  
CHAPUIS AMANDA  
OR CURRENT RESIDENT  
6004 E 162ND AVE  
BRIGHTON CO 80602-7967

CURRAN BILL STUART AND  
CURRAN PAMELA BETH  
OR CURRENT RESIDENT  
16070 POPLAR ST  
BRIGHTON CO 80602-6079

CHIOVITTI NICHOLAS AND  
CHIOVITTI DEBORAH MAE  
OR CURRENT RESIDENT  
15555 MONACO ST  
BRIGHTON CO 80602

CVANCARA SHARON AND  
CVANCARA EUGENE A  
OR CURRENT RESIDENT  
5973 E 161ST AVE  
BRIGHTON CO 80602-7964

CLARK KENDALL W AND  
CLARK VERA E  
OR CURRENT RESIDENT  
16123 KRAMERIA CT  
BRIGHTON CO 80602-7973

DAUGHERTY DANIEL JAY AND  
DAUGHERTY DEBRA JEAN  
OR CURRENT RESIDENT  
15795 AKRON ST  
BRIGHTON CO 80602-8670

CLARK TOMMY D  
OR CURRENT RESIDENT  
15630 AKRON ST  
BRIGHTON CO 80602-8682

DAVIDSON THOMAS L AND  
DAVIDSON SHARON L  
OR CURRENT RESIDENT  
8823 E 152ND PLACE  
THORNTON CO 80602

CLEM BRAD AND  
CLEM MARY  
OR CURRENT RESIDENT  
7154 E 162ND AVE  
BRIGHTON CO 80602-7594

DAVIS TAYLOR AND  
DAVIS REBECCA  
OR CURRENT RESIDENT  
16257 ONEIDA ST  
BRIGHTON CO 80602-7593

CLIFFORD WILLIAM M AND  
CLIFFORD CYNTHIA J  
OR CURRENT RESIDENT  
8775 E 152ND PLACE  
THORNTON CO 80602

DEJEAN MATT W AND  
DEJEAN TERESA M  
OR CURRENT RESIDENT  
16190 IVANHOE ST  
BRIGHTON CO 80602-7982

CLOUTIER FAMILY TRUST  
C/O JON AND LISA CLOUTIER CO-TRUSTEES  
OR CURRENT RESIDENT  
6124 E 162ND AVE  
BRIGHTON CO 80602-7966

DELAMOTTE ADA M  
OR CURRENT RESIDENT  
15414 XENIA CT  
THORNTON CO 80602-5815

COCHI JANEEN AND  
COCHI ROBERT  
OR CURRENT RESIDENT  
16185 OLIVE ST  
BRIGHTON CO 80602-7598

DIRNBERGER ROBERT D AND  
DIRNBERGER LINDA K  
OR CURRENT RESIDENT  
15427 XENIA CT  
BRIGHTON CO 80602

DOLLINGER PAUL M AND DOLLINGER LAUREN C AND  
DAHL LAWRENCE A AND DAHL JERRI E  
OR CURRENT RESIDENT  
16011 POPLAR ST  
BRIGHTON CO 80602-6078

FINK TIMOTHY J AND  
FINK STEPHANIE D  
OR CURRENT RESIDENT  
15620 AKRON ST  
BRIGHTON CO 80602-8682

DOMINISKI LECH AND  
FIEDOREK WIOLETTA  
OR CURRENT RESIDENT  
8995 E 159TH AVE  
BRIGHTON CO 80602-8679

FISK AARON M AND  
JACKSON WYETH R  
OR CURRENT RESIDENT  
16051 PONTIAC COURT  
BRIGHTON CO 80602

DONNELLY MICHAEL GEORGE SANCHEZ  
OR CURRENT RESIDENT  
6265 E 162ND AVE  
BRIGHTON CO 80602-7966

FLING GERALD E AND  
FLING ELIZABETH N  
OR CURRENT RESIDENT  
15289 XENIA ST  
THORNTON CO 80602-5792

DOUGLASS ALLAN D AND TERI L  
OR CURRENT RESIDENT  
8940 E 155TH AVE  
BRIGHTON CO 80602

FOR-SMITH JENNIFER W AND  
SMITH TOBY W  
OR CURRENT RESIDENT  
16226 OLIVE WAY  
BRIGHTON CO 80602

DRENNAN CHARLES AND  
DRENNAN CHRISTEN  
OR CURRENT RESIDENT  
16125 OLIVE STREET  
BRIGHTON CO 80602

FORLENZA RICHARD A AND  
SMITH ROSWITHA  
OR CURRENT RESIDENT  
15516 QUINCE CIRCLE  
THORNTON CO 80602

ECKLEY BRET D AND K THERESA  
OR CURRENT RESIDENT  
15660 AKRON ST  
BRIGHTON CO 80602

FOSTER DONALD G AND  
FOSTER KAREN A  
OR CURRENT RESIDENT  
15371 XENIA CT  
THORNTON CO 80602-5813

EGAN ARTHUR G AND  
EGAN EDNA R  
OR CURRENT RESIDENT  
4695 E 160TH AVE  
BRIGHTON CO 80602

FRANZEN DIANE L TRUST THE  
OR CURRENT RESIDENT  
15424 XENIA CT  
THORNTON CO 80602-5815

ELLIOTT ROBERT L AND  
ELLIOTT KATHLEEN E  
OR CURRENT RESIDENT  
6684 E 162ND AVE  
BRIGHTON CO 80602-7591

FRESHOUR WILLIAM R AND  
FRESHOUR SALLY M  
OR CURRENT RESIDENT  
16182 OLIVE ST  
BRIGHTON CO 80602-7598

ELSHOF MICHAEL W AND  
ELSHOF SARAH R  
OR CURRENT RESIDENT  
16002 OLIVE CT  
BRIGHTON CO 80602-7599

FROST STEPHEN F AND FROST JUDITH L JOINT  
LIVING TRUST DTD APRIL 15 2004  
OR CURRENT RESIDENT  
8799 E 152ND PLACE  
THORNTON CO 80602

FELTMAN JOLEEN M  
OR CURRENT RESIDENT  
16240 KEARNEY CT  
BRIGHTON CO 80602-7968

FROTTE THOMAS S  
OR CURRENT RESIDENT  
16122 OLIVE ST  
BRIGHTON CO 80602-7598

GANDOLPH JOSEPH E AND  
GANDOLPH MARILYN A  
OR CURRENT RESIDENT  
15383 XENIA CT  
THORNTON CO 80602-5813

HADAWAY LEAH AND  
HADAWAY RYAN  
OR CURRENT RESIDENT  
6508 E 163RD AVE  
BRIGHTON CO 80602-7959

GANZHORN DARRIN JAMES  
OR CURRENT RESIDENT  
9081 E 153RD AVE  
BRIGHTON CO 80602

HALBROOK TERRY L AND  
HALBROOK KRISTEL  
OR CURRENT RESIDENT  
7084 E 162ND AVE  
BRIGHTON CO 80602-7594

GARCIA AGUIRRE JULIO G  
OR CURRENT RESIDENT  
15503 QUINCE CIR  
THORNTON CO 80602-8508

HAPPS JOHN T REVOCABLE TRUST 1/2 INT AND  
MEETZ ROBIN R REVOCABLE TRUST 1/2 INT  
OR CURRENT RESIDENT  
16165 IVANHOE ST  
BRIGHTON CO 80602-7982

GARCIA DAVID D II  
OR CURRENT RESIDENT  
16102 OLIVE ST  
BRIGHTON CO 80602-7598

HARDING DEBRA J  
OR CURRENT RESIDENT  
5585 E 160TH AVE  
BRIGHTON CO 80602

GARGARO MICHAEL J  
OR CURRENT RESIDENT  
15735 AKRON ST  
BRIGHTON CO 80602-8670

HEINTZMAN MICHAEL D AND  
HEINTZMAN SHARON R  
OR CURRENT RESIDENT  
15432 XENIA CT  
THORNTON CO 80602-5815

GARRISON WILLIAM A  
OR CURRENT RESIDENT  
16221 POPLAR STREET  
BRIGHTON CO 80602

HERRERA THOMAS J AND  
HERRERA MARY J  
OR CURRENT RESIDENT  
15985 ALTON ST  
BRIGHTON CO 80602-8689

GATTSHALL BRIAN AND  
GATTSHALL MICHELLE  
OR CURRENT RESIDENT  
15810 AKRON ST  
BRIGHTON CO 80602-8680

HERZOG LANI K AND  
HERZOG COURTNEY C  
OR CURRENT RESIDENT  
15625 AKRON ST  
BRIGHTON CO 80602-8681

GRIFFITH DUSTIN A AND  
GRIFFITH JESSICA R  
OR CURRENT RESIDENT  
16262 POPLAR ST  
BRIGHTON CO 80602-6076

HOBBS GARRETT D  
OR CURRENT RESIDENT  
15635 AKRON ST  
BRIGHTON CO 80602-8681

GROVES GREGORY A AND  
GROVES TRACY LYNN  
OR CURRENT RESIDENT  
15350 XENIA CT  
THORNTON CO 80602-5814

HOIER GABRIEL  
OR CURRENT RESIDENT  
16254 LEYDEN ST  
BRIGHTON CO 80602-7971

GUPTON KENNETH W AND  
GUPTON WANDA G  
OR CURRENT RESIDENT  
8955 E 155TH AVE  
BRIGHTON CO 80602

HOYT KEVIN W AND  
HOYT BRENDA K  
OR CURRENT RESIDENT  
8752 E 152ND PL  
THORNTON CO 80602-7590

HUPP ERIC M AND  
HUPP SUSAN G  
OR CURRENT RESIDENT  
16183 KRAMERIA CT  
BRIGHTON CO 80602-7973

KELLY ROBERT S AND  
KELLY CAROL ANN  
OR CURRENT RESIDENT  
7187 E 162ND CT  
BRIGHTON CO 80602-8069

JARAMILLO JOSE J AND  
CANCHOLA DELFINA  
OR CURRENT RESIDENT  
16025 IVANHOE ST  
BRIGHTON CO 80602

KETTLE DANNY R AND  
KETTLE CYNTHIA DONAHUE  
OR CURRENT RESIDENT  
15406 XENIA CT  
THORNTON CO 80602-5815

JOHNSON STEPHEN C AND  
JOHNSON TAMARA L  
OR CURRENT RESIDENT  
16260 KEARNEY CT  
BRIGHTON CO 80602-7968

KONDORF PETER AND  
KONDORF MICHELLE  
OR CURRENT RESIDENT  
6052 E 161ST AVE  
BRIGHTON CO 80602-7964

JONES BRIAN D AND  
JONES SHERYL A  
OR CURRENT RESIDENT  
16072 OLIVE ST  
BRIGHTON CO 80602-7598

KYLES HAROLD R AND  
LEPTICH ADELAIDA  
OR CURRENT RESIDENT  
16259 LEYDEN ST  
BRIGHTON CO 80602-7971

JONES DONALD AND  
TAING VIOLETTA  
OR CURRENT RESIDENT  
15507 QUINCE CIR  
THORNTON CO 80602-8508

LEHMAN PATRICK C AND  
LEHMAN KRISTY A  
OR CURRENT RESIDENT  
9021 E 153RD AVE  
BRIGHTON CO 80602-5615

JORGENSEN ORDEAN L AND  
JORGENSEN LAURIE L  
OR CURRENT RESIDENT  
6103 E 161ST AVE  
BRIGHTON CO 80602

LEVIN EVELYN G  
OR CURRENT RESIDENT  
6688 E 163RD AVE  
BRIGHTON CO 80602-7697

KAHLER DONOVAN AND  
CHANTHIVONG INKHAM  
OR CURRENT RESIDENT  
16052 OLIVE ST  
BRIGHTON CO 80602-6002

LINTVEDT DENNIS K AND  
LINTVEDT NANCY K  
OR CURRENT RESIDENT  
15382 XENIA CT  
THORNTON CO 80602-5814

KARL JUSTINE M AND  
LOMBARDI GEORGE A  
OR CURRENT RESIDENT  
15880 COLORADO BLVD  
BRIGHTON CO 80602-7806

LUCAS BENNIE F AND  
LUCAS MERLINDA E  
OR CURRENT RESIDENT  
9153 E 155TH DR  
BRIGHTON CO 80602-8696

KATHOL DEREK AND  
KATHOL GAIL  
OR CURRENT RESIDENT  
6285 E 162ND AVE  
BRIGHTON CO 80602-7966

MAHAFFEY KRISTOPHER A AND  
MAHAFFEY JENNIFER S  
OR CURRENT RESIDENT  
6425 E 162ND DRIVE  
BRIGHTON CO 80602

KEARNS JOHN PATRICK TRUST THE AND  
KEARNS DEANA DANA E TRUST THE  
OR CURRENT RESIDENT  
16160 KRAMERIA CT  
BRIGHTON CO 80602-7973

MANZANARES C WAYNE AND  
MANZANARES REBECCA S  
OR CURRENT RESIDENT  
6064 E 162ND AVE  
BRIGHTON CO 80602

MARCHAL RONALD G  
MARCHAL KAYE L  
OR CURRENT RESIDENT  
16225 IVANHOE ST  
BRIGHTON CO 80602-7960

MONTOYA MICHAEL J TRUSTEE OF THE  
MONTOYA MICHAEL/JENNIFER FAMILY TRUST  
OR CURRENT RESIDENT  
9000 E 155TH AVE  
BRIGHTON CO 80602-8685

MARSHALL PATRICK J AND  
SCUDDER BARBARA L  
OR CURRENT RESIDENT  
15825 AKRON ST  
BRIGHTON CO 80602

MOORE MICHAEL AND  
MONK MICHELLE  
OR CURRENT RESIDENT  
16205 IVANHOE ST  
BRIGHTON CO 80602-7960

MARTIN JUSTIN A G AND  
MARTIN KYLEIGH S  
OR CURRENT RESIDENT  
6225 E 162ND AVE  
BRIGHTON CO 80602-7966

MORGAN CHARLES R AND  
MORGAN BARBARA J  
OR CURRENT RESIDENT  
15277 XENIA ST  
THORNTON CO 80602-5792

MARTINEZ DEBBIE L  
OR CURRENT RESIDENT  
7035 E 162ND AVENUE  
BRIGHTON CO 80602

NAJERA MICHAEL F AND  
NAJERA JUDY M  
OR CURRENT RESIDENT  
15720 AKRON STREET  
BRIGHTON CO 80602

MATHEWS JACKIE R AND  
MATHEWS JANET L  
OR CURRENT RESIDENT  
8751 E 152ND PL  
THORNTON CO 80602-7588

NICHOLAS TIMOTHY A AND  
NICHOLAS LESLIE D  
OR CURRENT RESIDENT  
6599 E 163RD AVE  
BRIGHTON CO 80602-7959

MAYES MAURICE T AND  
MAYES KARY M  
OR CURRENT RESIDENT  
15439 XENIA CT  
THORNTON CO 80602-5816

NIEDRINGHAUS MELANIE G  
OR CURRENT RESIDENT  
6015 E 162ND AVE  
BRIGHTON CO 80602-7967

MEINEKE JUSTIN T AND  
GOBLE MEREDITH L  
OR CURRENT RESIDENT  
6478 E 163RD AVE  
BRIGHTON CO 80602-7970

NORTHERN HILLS CHRISTIAN CHURCH  
OR CURRENT RESIDENT  
5061 E 160TH AVE  
BRIGHTON CO 80602

MERCIEZ CLINT R AND  
MERCIEZ JESSICA D  
OR CURRENT RESIDENT  
9105 E 159TH AVE  
BRIGHTON CO 80602-8674

NYLANDER ERIK W AND  
NYLANDER JENNIFER M  
OR CURRENT RESIDENT  
7095 E 162ND AVENUE  
BRIGHTON CO 80602

MERTES MARK G AND  
MERTES SUSAN L  
OR CURRENT RESIDENT  
8845 E 152ND PL  
THORNTON CO 80602-7589

O ROURKE KEVIN M AND  
O ROURKE BARBARA  
OR CURRENT RESIDENT  
16230 IVANHOE ST  
BRIGHTON CO 80602-7960

MITCHELL JEFFREY L AND  
MITCHELL CATHERINE A  
OR CURRENT RESIDENT  
16146 XENIA ST  
BRIGHTON CO 80602-7576

PAPPAS MICHAEL J AND  
PAPPAS MICHELLE A  
OR CURRENT RESIDENT  
16150 IVANHOE ST  
BRIGHTON CO 80602-7982

PASCHEN RONALD L AND  
PASCHEN WILLIAM P  
OR CURRENT RESIDENT  
16050 POPLAR ST  
BRIGHTON CO 80602-6079

READ TIMOTHY G AND  
READ CHERYL L  
OR CURRENT RESIDENT  
15690 AKRON ST  
BRIGHTON CO 80602

PAVELKA HENRY D AND  
PAVELKA DENISE G  
OR CURRENT RESIDENT  
16142 OLIVE ST  
BRIGHTON CO 80602-7598

REITER FRED R AND  
REITER LINDA C  
OR CURRENT RESIDENT  
16153 KRAMERIA CT  
BRIGHTON CO 80602-7973

PECK RYAN E AND  
PECK ROBIN L W DANNI  
OR CURRENT RESIDENT  
5901 E 160TH PLACE  
BRIGHTON CO 80602

REX DENNIS AND  
REX CHUN CHA  
OR CURRENT RESIDENT  
15417 XENIA CT  
THORNTON CO 80602

PETERS OSCAR L AND  
PETERS ELISE R  
OR CURRENT RESIDENT  
16206 OLIVE WAY  
BRIGHTON CO 80602-6084

RIVERA ANDREW AND  
PEREZ STEPHANIE  
OR CURRENT RESIDENT  
15855 AKRON ST  
BRIGHTON CO 80602-8670

PETROCCO JOSEPH P AND  
PETROCCO EWA  
OR CURRENT RESIDENT  
15970 JACKSON ST  
BRIGHTON CO 80602-7795

ROGERS WILLIAM N AND  
ROGERS AMY A  
OR CURRENT RESIDENT  
6855 E 162ND AVE  
BRIGHTON CO 80602-7592

PLAMBECK BRIAN S  
OR CURRENT RESIDENT  
7176 E 162ND CT  
BRIGHTON CO 80602-8069

RONHOLDT GARY AND  
RONHOLDT DIANE  
OR CURRENT RESIDENT  
15390 XENIA CT  
THORNTON CO 80602-5814

POWERS KENNETH A AND  
POWERS COLETTE M  
OR CURRENT RESIDENT  
16224 LEYDEN ST  
BRIGHTON CO 80602

ROSALES JOSE AND  
ROSALES NAOMI  
OR CURRENT RESIDENT  
16161 POPLAR ST  
BRIGHTON CO 80602-6081

PRECISE BILL G AND  
PRECISE MARGARET C  
OR CURRENT RESIDENT  
15358 XENIA CT  
THORNTON CO 80602-5814

SACK ALBERT F AND  
SACK ANNE V  
OR CURRENT RESIDENT  
5100 E 168TH AVE  
THORNTON CO 80602

PRITZKAU MICHAEL AND  
PRITZKAU XUE  
OR CURRENT RESIDENT  
16162 OLIVE ST  
BRIGHTON CO 80602-7598

SANTEE VERONICA J  
OR CURRENT RESIDENT  
6294 E 162ND AVE  
BRIGHTON CO 80602-7966

QUIN AARON G AND  
QUIN KELLY R  
OR CURRENT RESIDENT  
16233 KEARNEY CT  
BRIGHTON CO 80602-7968

SCHAEFER TERESA J LIVING TRUST THE  
OR CURRENT RESIDENT  
15395 XENIA CT  
BRIGHTON CO 80602

SCHMITT JACOB M AND  
SCHMITT COURTNEY N  
OR CURRENT RESIDENT  
6085 E 162ND AVE  
BRIGHTON CO 80602-7967

SPURGEON MATTHEW R AND  
HART CAREY MAE  
OR CURRENT RESIDENT  
6704 E 162ND AVE  
BRIGHTON CO 80602-7592

SCHROEDER JEROLD L AND  
SCHROEDER TRACEY A  
OR CURRENT RESIDENT  
15374 XENIA CT  
THORNTON CO 80602-5814

STADLER RYAN L AND  
STADLER SHEILA L  
OR CURRENT RESIDENT  
16272 POPLAR ST  
BRIGHTON CO 80602-6076

SCHROEDER TODD M AND  
SCHROEDER ALEXIS M  
OR CURRENT RESIDENT  
16255 IVANHOE ST  
BRIGHTON CO 80602-7960

STANLEY RUPERT H AND  
STANLEY DEBORAH L  
OR CURRENT RESIDENT  
16232 POPLAR ST  
BRIGHTON CO 80602-6076

SCHUTZ DENNIS J AND  
SCHUTZ SUE E  
OR CURRENT RESIDENT  
6474 E 162ND DR  
BRIGHTON CO 80602-7597

STARK BRIAN AND  
STARK SARAH  
OR CURRENT RESIDENT  
7126 E 162ND CT  
BRIGHTON CO 80602-8065

SHEPHERD LEVI JOSEPH AND  
SHEPHERD LAUREN G  
OR CURRENT RESIDENT  
16180 KRAMERIA CT  
BRIGHTON CO 80602-7973

STIMMEL CHRISTOPHER J AND  
MCGINNESS MELISSA R  
OR CURRENT RESIDENT  
6051 E 160TH PLACE  
BRIGHTON CO 80602

SICHTING ZERRI J AND  
SICHTING MELLISA C  
OR CURRENT RESIDENT  
16071 POPLAR STREET  
BRIGHTON CO 80602

STONEBERGER CASEY J AND  
STONEBERGER LAURA J  
OR CURRENT RESIDENT  
6145 E 162ND AVE  
BRIGHTON CO 80602-7966

SKINNER JESSICA A  
OR CURRENT RESIDENT  
15511 QUINCE CIR  
THORNTON CO 80602-8508

SWANTKOSKI JAROD AND  
SWANTKOSKI ANGELA  
OR CURRENT RESIDENT  
16080 IVANHOE ST  
BRIGHTON CO 80602

SKOREV DANIIL AND  
SKOREV SVETLANA  
OR CURRENT RESIDENT  
6475 E 162ND DR  
BRIGHTON CO 80602-7597

TERRELL JOHNNY R AND  
TERRELL TANYA M  
OR CURRENT RESIDENT  
6695 E 162ND AVENUE  
BRIGHTON CO 80602

SMOUSE SOLOMAN AND  
SMOUSE ANNA  
OR CURRENT RESIDENT  
8590 E 160TH PLACE  
BRIGHTON CO 80603

TERRY CHRISTOPHER J AND  
SMITH PATRICIA A  
OR CURRENT RESIDENT  
15665 AKRON STREET  
BRIGHTON CO 80602

SPURGEON LIVING TRUST  
OR CURRENT RESIDENT  
16032 OLIVE ST  
BRIGHTON CO 80602-6002

THAN TAM  
OR CURRENT RESIDENT  
6033 E 161ST AVE  
BRIGHTON CO 80602-7964



THOMAS JOSEPH JEFFREY AND  
THOMAS KIM TERES  
OR CURRENT RESIDENT  
15930 JACKSON STREET  
BRIGHTON CO 80602

W AND D MC DONALD TRUST  
OR CURRENT RESIDENT  
16055 IVANHOE ST  
BRIGHTON CO 80602-7981

THOMPSON STEVEN P  
OR CURRENT RESIDENT  
5853 E 161ST AVE  
BRIGHTON CO 80602-7964

WALTER ERIC C AND  
WALTER KATHERINE A  
OR CURRENT RESIDENT  
16135 IVANHOE ST  
BRIGHTON CO 80602-7982

TIESSEN DAN E AND  
TIESSEN SHELLEY A  
OR CURRENT RESIDENT  
15513 QUINCE CIR  
THORNTON CO 80602

WARD MICHAEL JAMES AND  
WARD TERESA MARIE  
OR CURRENT RESIDENT  
16227 ONEIDA ST  
BRIGHTON CO 80602-7593

TINNON RICHARD M AND  
TINNON TERESA A  
OR CURRENT RESIDENT  
6254 E 162ND AVE  
BRIGHTON CO 80602-7966

WENZEL DANIEL D AND  
WENZEL JUDITH G  
OR CURRENT RESIDENT  
16238 ONEIDA STREET  
BRIGHTON CO 80602

TONI SANDERS MARY A  
OR CURRENT RESIDENT  
16223 OLIVE WAY  
BRIGHTON CO 80602

WHEELER SUZANNE K AND  
WHEELER RICHARD M  
OR CURRENT RESIDENT  
15293 XENIA ST  
THORNTON CO 80602-5792

TORRES FRANK AND  
TORRES GINNY  
OR CURRENT RESIDENT  
16149 ONEIDA CT  
BRIGHTON CO 80602-7596

WHITENER STEVEN A AND  
HINMAN-WHITENER COLLEEN M  
OR CURRENT RESIDENT  
6944 E 162ND AVE  
BRIGHTON CO 80602-7592

TRAILOR R L  
OR CURRENT RESIDENT  
6444 E 162ND DR  
BRIGHTON CO 80602-7597

WILKINS PHILIP W AND  
BLAU DIANE L AKA BLAU-WILKINS DIANE  
OR CURRENT RESIDENT  
9100 E 159TH AVE  
BRIGHTON CO 80602-8672

VANGILDER LAURA D  
OR CURRENT RESIDENT  
15490 AKRON ST  
BRIGHTON CO 80602-8690

WILLIAMS RICHARD D AND  
WILLIAMS JANET L  
OR CURRENT RESIDENT  
15361 XENIA CT  
THORNTON CO 80602-5813

VAUGHN KELLE A  
OR CURRENT RESIDENT  
5884 E 162ND AVE  
BRIGHTON CO 80602-8097

WILSON E JO-ANN  
OR CURRENT RESIDENT  
8806 E 152ND PLACE  
THORNTON CO 80602

VELASQUEZ FRANK G JR AND  
VELASQUEZ SONIA G  
OR CURRENT RESIDENT  
8961 E 153RD AVE  
BRIGHTON CO 80602

WILSON SHAD M  
OR CURRENT RESIDENT  
16126 XENIA ST  
BRIGHTON CO 80602-7576

WINE LEWIS L AND  
WINE HEATHER C  
OR CURRENT RESIDENT  
5862 E 161ST AVE  
BRIGHTON CO 80602

CURRENT RESIDENT  
15332 WILLOW ST  
THORNTON CO 80602-4400

WINSLOW RICHARD S AND  
WINSLOW MICHELE R  
OR CURRENT RESIDENT  
16015 OLIVE ST  
BRIGHTON CO 80602-6002

CURRENT RESIDENT  
15335 WILLOW ST  
THORNTON CO 80602-4400

WINTER JAMES R AND  
WINTER SUSAN E  
OR CURRENT RESIDENT  
15770 AKRON ST  
BRIGHTON CO 80602

CURRENT RESIDENT  
15342 WILLOW ST  
THORNTON CO 80602-4400

WINTERS LAURIE A  
OR CURRENT RESIDENT  
15651 MONACO ST  
BRIGHTON CO 80602

CURRENT RESIDENT  
15345 WILLOW ST  
THORNTON CO 80602-4400

WISOTZKEY RICHARD J AND  
GREFRATH LISA H  
OR CURRENT RESIDENT  
16045 OLIVE ST  
BRIGHTON CO 80602

CURRENT RESIDENT  
15352 WILLOW ST  
THORNTON CO 80602-4400

ZANGANEH ALI  
OR CURRENT RESIDENT  
16095 OLIVE ST  
BRIGHTON CO 80602-6002

CURRENT RESIDENT  
15355 WILLOW ST  
THORNTON CO 80602-4400

ZEVENBERGEN DAVID AND  
ZEVENBERGEN LYNN  
OR CURRENT RESIDENT  
5886 E 162ND PL  
BRIGHTON CO 80602-7965

CURRENT RESIDENT  
15362 WILLOW ST  
THORNTON CO 80602-4400

ZULAUF JANET KAY TRUST THE  
OR CURRENT RESIDENT  
15405 XENIA CT  
THORNTON CO 80602-5816

CURRENT RESIDENT  
15365 WILLOW ST  
THORNTON CO 80602-4400

CURRENT RESIDENT  
15312 WILLOW ST  
THORNTON CO 80602-4400

CURRENT RESIDENT  
15372 WILLOW ST  
THORNTON CO 80602-4400

CURRENT RESIDENT  
15322 WILLOW ST  
THORNTON CO 80602-4400

CURRENT RESIDENT  
15375 WILLOW ST  
THORNTON CO 80602-4400

CURRENT RESIDENT  
15382 WILLOW ST  
THORNTON CO 80602-4400

CURRENT RESIDENT  
16124 ONEIDA CT  
BRIGHTON CO 80602-7596

CURRENT RESIDENT  
15385 WILLOW ST  
THORNTON CO 80602-4400

CURRENT RESIDENT  
3225 E 160TH AVE  
THORNTON CO 80602-7634

CURRENT RESIDENT  
15392 WILLOW ST  
THORNTON CO 80602-4400

CURRENT RESIDENT  
16180 COLORADO BLVD  
THORNTON CO 80602-7637

CURRENT RESIDENT  
15395 WILLOW ST  
THORNTON CO 80602-4400

CURRENT RESIDENT  
16085 IVANHOE ST  
THORNTON CO 80602-7981

CURRENT RESIDENT  
4105 E 160TH AVE  
BRIGHTON CO 80602-6003

CURRENT RESIDENT  
16195 IVANHOE ST  
THORNTON CO 80602-7982

CURRENT RESIDENT  
4115 E 160TH AVE  
THORNTON CO 80602-6003

CURRENT RESIDENT  
5875 E 162ND AVE  
BRIGHTON CO 80602-8097

CURRENT RESIDENT  
6505 E 160TH AVE  
BRIGHTON CO 80602-6006

CURRENT RESIDENT  
15531 QUINCE ST  
THORNTON CO 80602-8170

CURRENT RESIDENT  
16100 QUEBEC ST  
BRIGHTON CO 80602-6012

CURRENT RESIDENT  
15543 QUINCE ST  
THORNTON CO 80602-8170

CURRENT RESIDENT  
16070 YOSEMITE ST  
BRIGHTON CO 80602-7568

CURRENT RESIDENT  
15557 QUINCE ST  
THORNTON CO 80602-8170

CURRENT RESIDENT  
6965 E 162ND AVE  
BRIGHTON CO 80602-7592

CURRENT RESIDENT  
15558 QUINCE ST  
THORNTON CO 80602-8170

CURRENT RESIDENT  
15564 QUINCE ST  
THORNTON CO 80602-8170

CURRENT RESIDENT  
7427 E 157TH AVE  
THORNTON CO 80602-8172

CURRENT RESIDENT  
15571 QUINCE ST  
THORNTON CO 80602-8170

CURRENT RESIDENT  
7437 E 157TH AVE  
THORNTON CO 80602-8172

CURRENT RESIDENT  
15578 QUINCE ST  
THORNTON CO 80602-8170

CURRENT RESIDENT  
7438 E 157TH AVE  
THORNTON CO 80602-8172

CURRENT RESIDENT  
15561 SYRACUSE WAY  
THORNTON CO 80602-8171

CURRENT RESIDENT  
7443 E 157TH AVE  
THORNTON CO 80602-8172

CURRENT RESIDENT  
15567 SYRACUSE WAY  
THORNTON CO 80602-8171

CURRENT RESIDENT  
7456 E 157TH AVE  
THORNTON CO 80602-8172

CURRENT RESIDENT  
7402 E 157TH AVE  
THORNTON CO 80602-8172

CURRENT RESIDENT  
7457 E 157TH AVE  
THORNTON CO 80602-8172

CURRENT RESIDENT  
7403 E 157TH AVE  
THORNTON CO 80602-8172

CURRENT RESIDENT  
7463 E 157TH AVE  
THORNTON CO 80602-8172

CURRENT RESIDENT  
7414 E 157TH AVE  
THORNTON CO 80602-8172

CURRENT RESIDENT  
7464 E 157TH AVE  
THORNTON CO 80602-8172

CURRENT RESIDENT  
7415 E 157TH AVE  
THORNTON CO 80602-8172

CURRENT RESIDENT  
7402 E 157TH PL  
THORNTON CO 80602-8173

CURRENT RESIDENT  
7426 E 157TH AVE  
THORNTON CO 80602-8172

CURRENT RESIDENT  
7407 E 157TH PL  
THORNTON CO 80602-8173

CURRENT RESIDENT  
7416 E 157TH PL  
THORNTON CO 80602-8173

CURRENT RESIDENT  
15643 QUINCE ST  
THORNTON CO 80602-8174

CURRENT RESIDENT  
7423 E 157TH PL  
THORNTON CO 80602-8173

CURRENT RESIDENT  
15669 QUINCE ST  
THORNTON CO 80602-8174

CURRENT RESIDENT  
7430 E 157TH PL  
THORNTON CO 80602-8173

CURRENT RESIDENT  
15695 QUINCE ST  
THORNTON CO 80602-8174

CURRENT RESIDENT  
7435 E 157TH PL  
THORNTON CO 80602-8173

CURRENT RESIDENT  
7405 E 158TH AVE  
THORNTON CO 80602-8176

CURRENT RESIDENT  
7442 E 157TH PL  
THORNTON CO 80602-8173

CURRENT RESIDENT  
7417 E 158TH AVE  
THORNTON CO 80602-8176

CURRENT RESIDENT  
7454 E 157TH PL  
THORNTON CO 80602-8173

CURRENT RESIDENT  
7420 E 158TH AVE  
THORNTON CO 80602-8176

CURRENT RESIDENT  
7460 E 157TH PL  
THORNTON CO 80602-8173

CURRENT RESIDENT  
7431 E 158TH AVE  
THORNTON CO 80602-8176

CURRENT RESIDENT  
7465 E 157TH PL  
THORNTON CO 80602-8173

CURRENT RESIDENT  
7434 E 158TH AVE  
THORNTON CO 80602-8176

CURRENT RESIDENT  
7479 E 157TH PL  
THORNTON CO 80602-8173

CURRENT RESIDENT  
7445 E 158TH AVE  
THORNTON CO 80602-8176

CURRENT RESIDENT  
15621 QUINCE ST  
THORNTON CO 80602-8174

CURRENT RESIDENT  
7448 E 158TH AVE  
THORNTON CO 80602-8176

CURRENT RESIDENT  
7453 E 158TH AVE  
THORNTON CO 80602-8176

CURRENT RESIDENT  
7446 E 158TH PL  
THORNTON CO 80602-8307

CURRENT RESIDENT  
7464 E 158TH AVE  
THORNTON CO 80602-8176

CURRENT RESIDENT  
7455 E 158TH PL  
THORNTON CO 80602-8307

CURRENT RESIDENT  
7482 E 158TH AVE  
THORNTON CO 80602-8176

CURRENT RESIDENT  
7458 E 158TH PL  
THORNTON CO 80602-8307

CURRENT RESIDENT  
7402 E 158TH PL  
THORNTON CO 80602-8307

CURRENT RESIDENT  
7462 E 158TH PL  
THORNTON CO 80602-8307

CURRENT RESIDENT  
7403 E 158TH PL  
THORNTON CO 80602-8307

CURRENT RESIDENT  
7479 E 158TH PL  
THORNTON CO 80602-8307

CURRENT RESIDENT  
7414 E 158TH PL  
THORNTON CO 80602-8307

CURRENT RESIDENT  
15752 QUINCE CT  
THORNTON CO 80602-8308

CURRENT RESIDENT  
7415 E 158TH PL  
THORNTON CO 80602-8307

CURRENT RESIDENT  
15753 QUINCE CT  
THORNTON CO 80602-8308

CURRENT RESIDENT  
7426 E 158TH PL  
THORNTON CO 80602-8307

CURRENT RESIDENT  
15762 QUINCE CT  
THORNTON CO 80602-8308

CURRENT RESIDENT  
7427 E 158TH PL  
THORNTON CO 80602-8307

CURRENT RESIDENT  
15763 QUINCE CT  
THORNTON CO 80602-8308

CURRENT RESIDENT  
7438 E 158TH PL  
THORNTON CO 80602-8307

CURRENT RESIDENT  
15703 QUINCE ST  
THORNTON CO 80602-8309

CURRENT RESIDENT  
15711 QUINCE ST  
THORNTON CO 80602-8309

CURRENT RESIDENT  
15781 QUINCE ST  
THORNTON CO 80602-8309

CURRENT RESIDENT  
15719 QUINCE ST  
THORNTON CO 80602-8309

CURRENT RESIDENT  
15789 QUINCE ST  
THORNTON CO 80602-8309

CURRENT RESIDENT  
15727 QUINCE ST  
THORNTON CO 80602-8309

CURRENT RESIDENT  
15792 QUINCE ST  
THORNTON CO 80602-8309

CURRENT RESIDENT  
15735 QUINCE ST  
THORNTON CO 80602-8309

CURRENT RESIDENT  
15797 QUINCE ST  
THORNTON CO 80602-8309

CURRENT RESIDENT  
15743 QUINCE ST  
THORNTON CO 80602-8309

CURRENT RESIDENT  
15771 ROSLYN ST  
THORNTON CO 80602-8310

CURRENT RESIDENT  
15754 QUINCE ST  
THORNTON CO 80602-8309

CURRENT RESIDENT  
15787 ROSLYN ST  
THORNTON CO 80602-8310

CURRENT RESIDENT  
15755 QUINCE ST  
THORNTON CO 80602-8309

CURRENT RESIDENT  
7403 E 159TH PL  
THORNTON CO 80602-8321

CURRENT RESIDENT  
15761 QUINCE ST  
THORNTON CO 80602-8309

CURRENT RESIDENT  
7404 E 159TH PL  
THORNTON CO 80602-8321

CURRENT RESIDENT  
15769 QUINCE ST  
THORNTON CO 80602-8309

CURRENT RESIDENT  
7411 E 159TH PL  
THORNTON CO 80602-8321

CURRENT RESIDENT  
15776 QUINCE ST  
THORNTON CO 80602-8309

CURRENT RESIDENT  
7412 E 159TH PL  
THORNTON CO 80602-8321

CURRENT RESIDENT  
7419 E 159TH PL  
THORNTON CO 80602-8321

CURRENT RESIDENT  
7467 E 159TH PL  
THORNTON CO 80602-8321

CURRENT RESIDENT  
7420 E 159TH PL  
THORNTON CO 80602-8321

CURRENT RESIDENT  
15501 QUINCE CIR  
THORNTON CO 80602-8508

CURRENT RESIDENT  
7427 E 159TH PL  
THORNTON CO 80602-8321

CURRENT RESIDENT  
15506 QUINCE CIR  
THORNTON CO 80602-8508

CURRENT RESIDENT  
7428 E 159TH PL  
THORNTON CO 80602-8321

CURRENT RESIDENT  
15509 QUINCE CIR  
THORNTON CO 80602-8508

CURRENT RESIDENT  
7435 E 159TH PL  
THORNTON CO 80602-8321

CURRENT RESIDENT  
15510 QUINCE CIR  
THORNTON CO 80602-8508

CURRENT RESIDENT  
7436 E 159TH PL  
THORNTON CO 80602-8321

CURRENT RESIDENT  
15515 QUINCE CIR  
THORNTON CO 80602-8508

CURRENT RESIDENT  
7445 E 159TH PL  
THORNTON CO 80602-8321

CURRENT RESIDENT  
15517 QUINCE CIR  
THORNTON CO 80602-8508

CURRENT RESIDENT  
7448 E 159TH PL  
THORNTON CO 80602-8321

CURRENT RESIDENT  
15518 QUINCE CIR  
THORNTON CO 80602-8508

CURRENT RESIDENT  
7453 E 159TH PL  
THORNTON CO 80602-8321

CURRENT RESIDENT  
15519 QUINCE CIR  
THORNTON CO 80602-8508

CURRENT RESIDENT  
7454 E 159TH PL  
THORNTON CO 80602-8321

CURRENT RESIDENT  
15520 QUINCE CIR  
THORNTON CO 80602-8508



CURRENT RESIDENT  
15521 QUINCE CIR  
THORNTON CO 80602-8508

CURRENT RESIDENT  
15522 QUINCE CIR  
THORNTON CO 80602-8508

PLN2018-00029

# City of Thornton Big Dry Creek IGA

February 26, 2019

Board of County Commissioners

Community and Economic Development

Case Manager: Greg Barnes



# Request

- Intergovernmental Agreement (IGA) with City of Thornton for Areas and Activities of State Interest (AASI)
- Major Extension of a Domestic Sewage Treatment System
  - 2.4 miles of a 16-inch force main
  - 1.6 miles of 27-inch gravity sewer interceptor

# Background

- Big Dry Creek Lift Station (BDCLS)
  - Owned and operated by City of Thornton
  - Serves northernmost area of city
  - Wastewater pumped to Northern Treatment Plant
- Metro Wastewater IGA
  - Must route flows from BDCLS to Todd Creek Interceptor by December 31, 2020
  - Requires expansion of BDCLS and new force main/interceptor

# Criteria for IGA/ AASI

## Section 6-16

- Conform to the Comprehensive Plan
- Compatible with surrounding area
- Must not create a nuisance or negatively impact transportation
- Technically and financially feasible
- Must not significantly degrade the environment
- Include consideration for relevant regional water quality plans
- Must not negatively impact recreational or agricultural activities
- Must serve the needs of increasing population



Colorado Blvd.

E 168th Ave

Quebec St.

Yosemite St.

Highway 7

Quebec St.

Yosemite St.

## Highway 7

Quebec St.

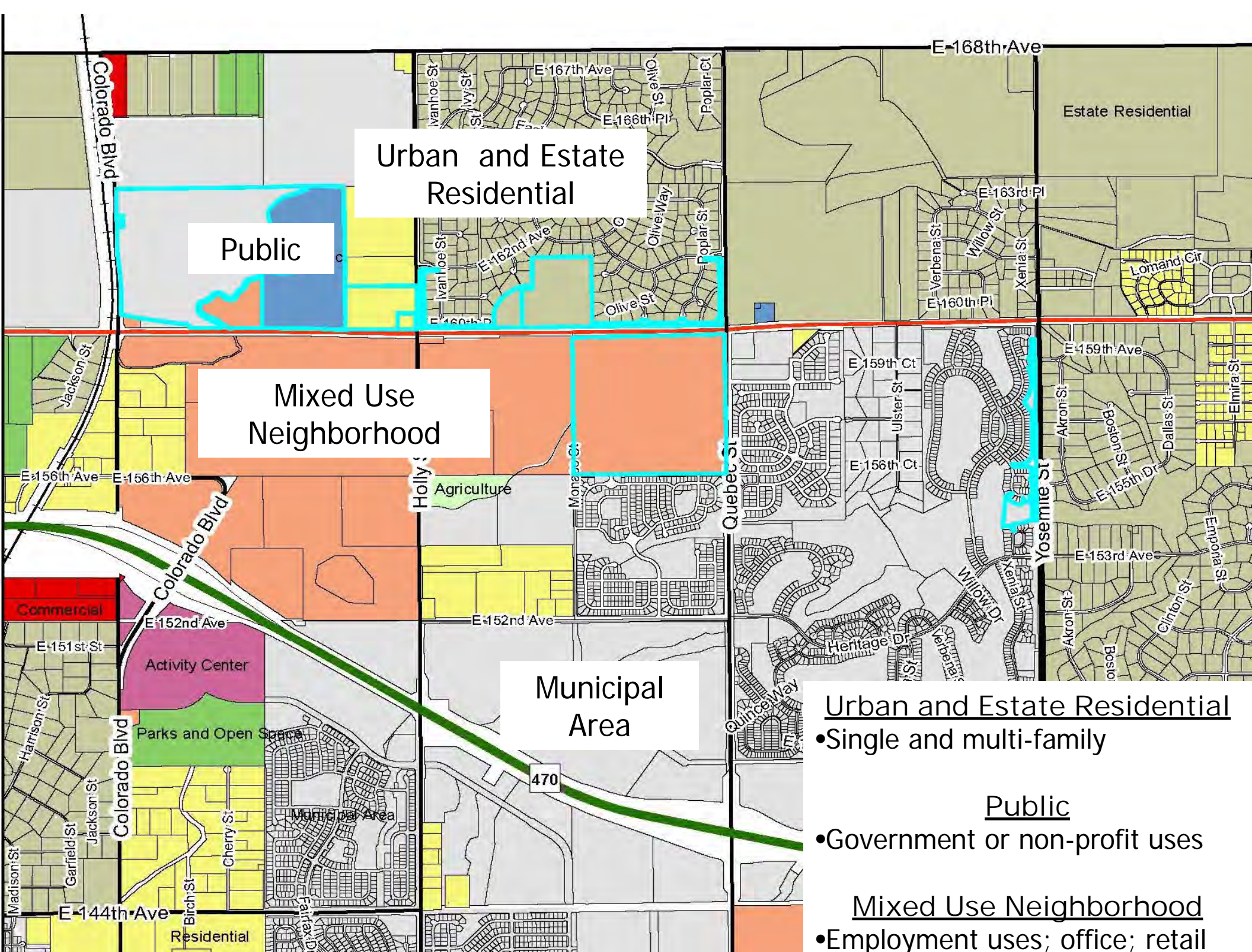
Yosemite St.

## Highway 7











# Preferred Route

Big Dry Creek  
Lift Station

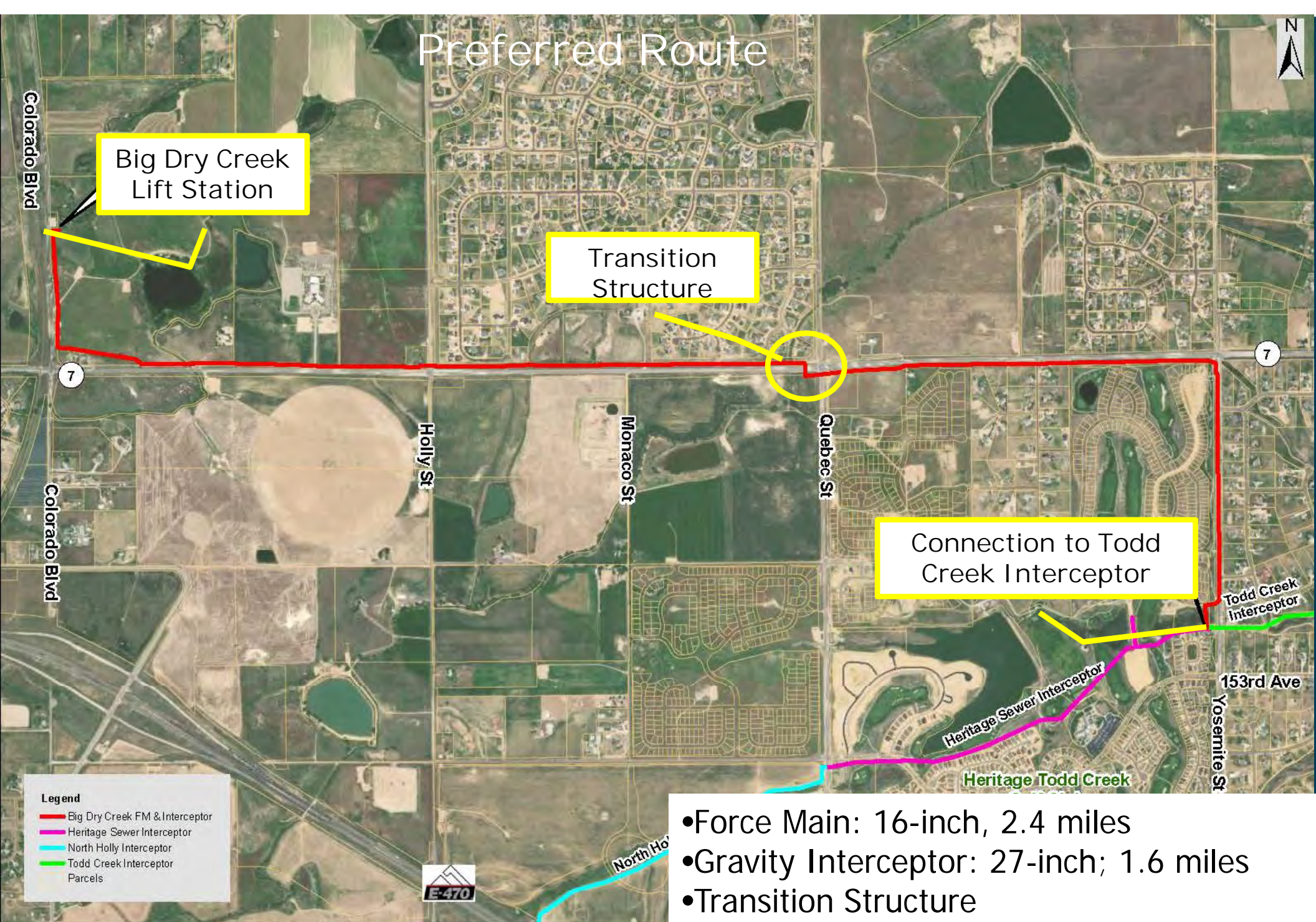
Transition  
Structure

Connection to Todd  
Creek Interceptor

## Legend

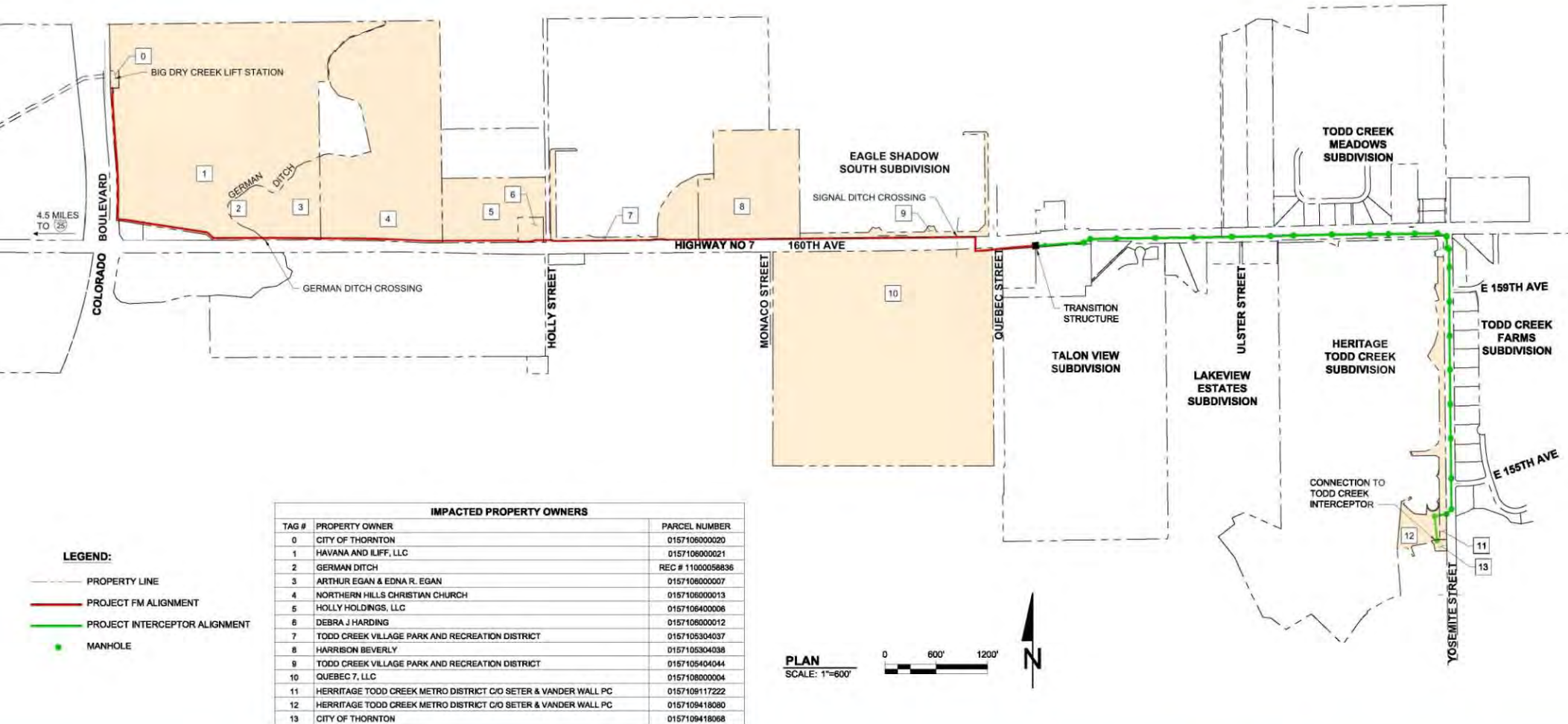
- Big Dry Creek FM & Interceptor
- Heritage Sewer Interceptor
- North Holly Interceptor
- Todd Creek Interceptor
- Parcels

- Force Main: 16-inch, 2.4 miles
- Gravity Interceptor: 27-inch; 1.6 miles
- Transition Structure

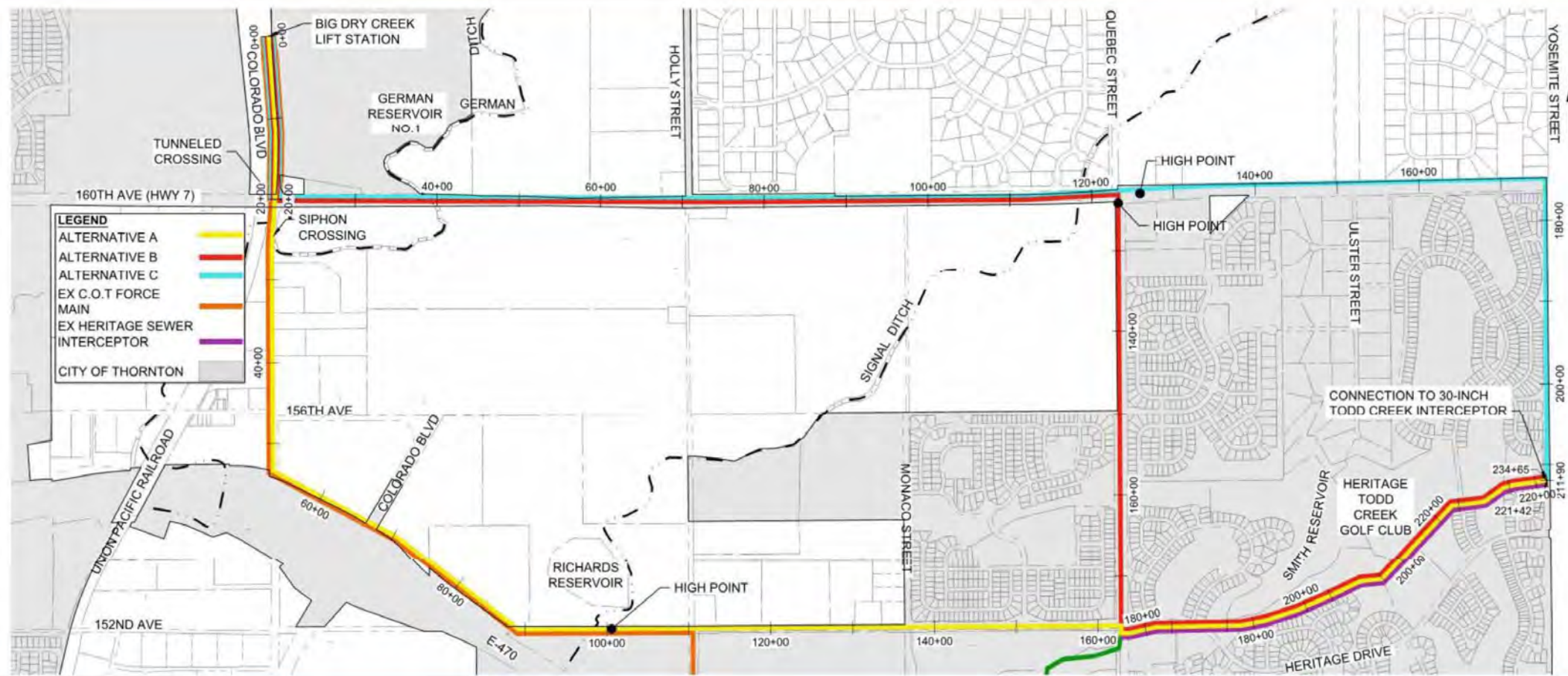




# Impacted Parcels and Right-of-Way



# Alternative Alignments





# Referral Comments

- No concerns:
  - Brighton and Thornton Fire
- Comments:
  - Tri-County: identify potential OWTS on residential sites
  - CDOT: right-of-way permits
  - Xcel and Metro Wastewater: engineering review
- Property Owners and Residents within 700 ft:

Notifications Sent	Comments Received
382	0

# Criteria for IGA/ AASI

## Section 6-16

- Conform to the Comprehensive Plan
- Compatible with surrounding area
- Must not create a nuisance or negatively impact transportation
- Technically and financially feasible
- Must not significantly degrade the environment
- Include consideration for relevant regional water quality plans
- Must not negatively impact recreational or agricultural activities
- Must serve the needs of increasing population

# Recommendation

PLN2018-00029

## City of Thornton Big Dry Creek IGA

Staff recommends Approval based on 30 Findings-of-Fact