February 19, 2020

Mr. Greg Barnes, Planner III  
Adams County Community and Economic Development Department  
4430 South Adams County Parkway  
1st Floor, Suite W2000A  
Brighton, CO  80601

Re:  Metro Wastewater Reclamation District Second Creek Interceptor  
Adams County Areas and Activities of State Interest Permit (1041) Application and Information Report; Adams County Project Number PLN2019-00008 
Resubmittal No. 2

Dear Mr. Barnes:

In July 2019, the Metro Wastewater Reclamation District (Metro District or District) submitted to Adams County (County) an Application for an Areas and Activities of State Interest Permit (1041 Application) and associated Information Report (Report) for its Second Creek Interceptor (SD Interceptor or Project). On August 26, 2019, the County provided comments to the Metro District on the 1041 Application and Report. The District submitted responses to these comments (Resubmittal No. 1) to the County, referral agencies, and interested parties on November 14, 2019. On December 23, 2019, the County provided comments to the Metro District on Resubmittal No. 1 of the 1041 Application.

The Metro District is submitting responses to comments provided by the County, referral agencies, and interested parties (Resubmittal No. 2) related to Resubmittal No. 1 of the 1041 Application and Report for the Project. Responses are based on Project information developed through the 75 percent design phase as well as County input and coordination. This Resubmittal No. 2 of the 1041 Application is the next step in the County’s 1041 approval process, and the Resubmittal Form is provided in Attachment A.

Comments and responses are summarized in Table 1 in Attachment B. The Report was updated to reflect responses to County comments and the location of each response is provided in Table 1. Copies of the County’s comments on Resubmittal No. 1 are provided in Attachment C. Redline and clean paper versions of the revised Report and relevant 75 percent design plans are enclosed. Where figure updates were necessary, original figures were removed and replaced with updated versions for Report readability.
Digital copies of the Resubmittal Form, Table 1, County comments, and revised Report (clean and redline versions) are provided on the enclosed flash drive (labeled as “Resubmittal 2 - 1041 App. and Report”).

Substantive revisions made to the Report, not pertaining to comments addressed, are listed in Table 2 with references to the corresponding section(s). These revisions and minor updates are based on Project design progression and updated information.

Table 2. Revisions and Updates to Resubmittal 2
(Not Pertaining to County Comments)

<table>
<thead>
<tr>
<th>Revision/Update</th>
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<tr>
<td>Clarified potential decommissioning of immediate and potential future lift stations as a result of SD Interceptor construction</td>
<td>Sections 1.1, 1.2.2, 5.5, 6.2.3, 7.2, 7.3, 10.2.2, and 13.2; Section 1.1 – Figure 1-3</td>
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<tr>
<td>Updated SD Interceptor alignment parameters for the six project areas in Adams County based on the refinements in the 75% design</td>
<td>Section 2.1 – Table 2-1; Section 2.3 – Figure 2-1</td>
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<tr>
<td>Updated agency and stakeholder meetings summary to include the meetings held since the Resubmittal No. 1 submission</td>
<td>Section 11.1 – Table 11-1</td>
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| Revised Report figures to include the 75% alignment | Section 1 – Figures 1-2 thru 1-7  
Section 2 – Figure 2-1  
Section 3 – Figures 3-1 thru 3-5  
Section 6 – Figures 6-1 thru 6-3  
Section 9 – Figure 9-1  
Section 10 – Figures 10-1, 10-2, and 10-12 thru 10-24  
Section 13 – Figure 13-1  
Appendix D – Landfills in Project Area Figure |

Based on County comments, the Metro District is in process of updating the draft Intergovernmental Agreement (IGA) in an effort to keep information as relevant as possible throughout the County’s 1041 approval process. An updated redline version of the draft IGA will be provided to the County following Resubmittal 2 and under separate cover.

The Metro District is committed to continuing to work closely with the County, referral agencies, and community to address comments as the Project moves forward. The District is hopeful that this collaboration will result in the Board of County Commissioners approval of the 1041
Application and associated IGA at a Public Hearing in spring/summer 2020. If you have any questions regarding the District’s responses or the County would like further clarification, please contact Renee Paplow at 303.286.3384 or rpaplow@mwrd.dst.co.us.

Yours truly,

Jon Wicke, P.E.
Senior Engineer, Project Manager

Enclosures:  Attachment A – Resubmittal Form
Attachment B – Table 1 Comment-Response Summary
Attachment C – County Comments, December 23, 2019
Attachment D – Temporary and Permanent Easements for the Sisneros Property
Attachment E – Utility Relocation Agreement for York Street Improvements Project
Report – clean hard copy and relevant 75 percent Design Plans (1 each)
"Resubmittal 2 - 1041 App. and Report” Flash Drive – Documents above (excluding updated Draft IGA) plus redlined version of the Report

c: Jim Mallorey, Kelley Merritt, Renee Paplow, Craig Simmonds – Metro District
Ashley Bradney, Mike Gossett, Steve Pool – HDR
Ed Itell, Nathan Worker – Jacobs
Re-submittal Form

Case Name/ Number: PLN2019-00008 Metro Wastewater Reclamation District Second Creek Interceptor

Case Manager: Greg Barnes

Re-submitted Items:

☐ Development Plan/ Site Plan (Select sheets from 75% Plans)
☐ Plat
☐ Parking/ Landscape Plan
☐ Engineering Documents
☐ Subdivision Improvements Agreement

Metro Wastewater Reclamation District, Second Creek Interceptor, Adams County Areas

☒ Other: and Activities of State Interest Permit: Application and Information Report Resubmittal No. 2

* All re-submittals must have this cover sheet and a cover letter addressing review comments.

Please note the re-submittal review period is 21 days.

The cover letter must include the following information:

- Restate each comment that requires a response
- Provide a response below the comment with a description of the revisions
- Identify any additional changes made to the original document

For County Use Only:

Date Accepted:

Staff (accepting intake):

Resubmittal Active: Addressing, Building Safety, Neighborhood Services,

Engineering, Environmental, Parks, Planner, ROW, SIA—Finance, SIA—Attorney
Table 1: Adams County Development Review Team Comments and Metro Wastewater Reclamation District Responses
Case Number: PLN2019-00008

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<tr>
<td>1.</td>
<td>Adams County Community &amp; Economic Development Department, Development Review Team Planner Review – Greg Barnes December 7, 2019</td>
<td>There are two remaining issues that I’m hoping we can make some progress on before scheduling public hearings: 1. I’d like to clarify the justification for locating the line along the Sisneros property. Please resubmit a written justification, or consider relocating the line.</td>
<td>75% Design Plans, Sheet 01C121</td>
<td>The Second Creek Interceptor alignment justification related to the 12045 Wheeling Street property owner (Sisneros) has been documented in the Metro District’s response to Comment No. 41 in the Comment-Response Log that accompanied the November 15, 2019 Resubmittal 1 of the 1041 Report. The Sisneros’ have granted the Metro District temporary and permanent easements for the construction and maintenance of the Second Creek Interceptor on their property, as shown on the 75% design plans. The easements, which are provided in Attachment D, have been signed by the Sisneros’ with countersigning by the District and recording with the County to follow.</td>
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<td>2.</td>
<td>Adams County Community &amp; Economic Development Department, Development Review Team Planner Review – Greg Barnes December 7, 2019</td>
<td>There are two remaining issues that I’m hoping we can make some progress on before scheduling public hearings: 2. I would like for the issues addressed by our Parks and Facilities Departments to be resolved.</td>
<td>N/A</td>
<td>The Metro District’s responses to the referenced Parks, Open Space &amp; Cultural Affairs Department and Facilities &amp; Fleet Management Department issues with the Second Creek Interceptor alignment on the Adams County Regional Park and Riverdale Dunes Golf Course are provided in conjunction with Comment Nos. 5 through 21 below.</td>
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<td>3.</td>
<td>Adams County Community &amp; Economic Development Department, Development Review Team Comments Development Engineering Review – Matthew Emmens December 11, 2019</td>
<td>Comment ENG7 remains open (original comment provided below in italics). See doc #6014132. Applicant must acknowledge and accept the Condition of Approval. ENG7: The pipeline appears to cross several Adams County roadways and properties. Condition of Approval: In the event that Adams County performs a roadway or drainage project that requires adjustment or relocation of the pipe line within the right-of-way, the Public Works Department will require that the applicant perform any adjustments or relocations, at their own expense, upon receiving notification from the County. Applicant Response: In the event that the County needs to grade and move the earth cover over the Metro District’s SD Interceptor, or adjust or relocate the SD Interceptor, for County roadway construction or drainage projects located within County ROW, the District anticipates that the County will use its best efforts in the development and design of its roads or streets to avoid causing relocation of the SD Interceptor. In the event a relocation of the SDI is required, the District’s Board of Directors would need to authorize entering into a utility relocation agreement (URA) between the District and the County that identifies conflicting utilities, design review and approval processes, and construction inspection and acceptance procedures. Based on past relocations of District infrastructure by the County, the URA will indicate the County agrees that it will take all necessary actions to protect, modify, or relocate the SD Interceptor, at the sole cost and expense at the time of the initial construction of the roadway or street or drainage project. County Comment: When the County needs to change the grade of a street, every effort is made to avoid having to move utilities. However, the County does not enter into utility relocation agreement (URA) with utility districts. As stated in the condition of approval above, when necessary moving of the utility is done at the expense of the utility district. The condition of approval will remain.</td>
<td>N/A</td>
<td>For a past relocation of an existing Metro District interceptor by Adams County (County) regarding its York Street Improvements Project, the District and the County entered into a Utility Relocation Agreement (URA) on February 7, 2017. Based on the URA between the Metro District and the County for the County’s York Street Improvements Project provided in Attachment E, the County agreed to pay all design and construction costs for the relocation of the District’s Barr Trunk Interceptor that was in conflict with the County’s proposed stormwater improvements. The attached URA explicitly states that all costs associated with the relocation will be borne by the County.</td>
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<td>4.</td>
<td>Adams County Community &amp; Economic Development Department, Development Review Team Comments Parks Review – Aaron Clark December 6, 2019</td>
<td>Please see attached letter from Sean Braden dated 12/06/2019.</td>
<td>N/A</td>
<td>The referenced letter is provided as Comment No. 5 with corresponding Metro District response.</td>
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| 5.         | Adams County Facilities & Fleet Management Department Sean Braden, Manager: Planning, Design and Construction Letter to Jon Wicke, Metro Wastewater Reclamation District Project Manager December 6, 2019 Review Comments sent through Community & Economic Development (CED) c/o Mr. Greg Barnes, Planner III at Adams County CED | December 6, 2019  
Mr. Jon Wicke  
Metro Wastewater Reclamation District (MWRD)  
6450 York Street  
Denver, CO 80229  
Review Comments sent through Community & Economic Development (CED) c/o Mr. Greg Barnes, Planner III at Adams County CED  
RE: PAR 1232 - Second Creek Interceptor, Review Comments Related to Planning Review Application dated 11/18/19  
Dear Jon,  
As a follow up to the original submission from earlier this year, we thank you for the opportunity to review and further comment on the proposed Second Creek Interceptor development planned to route through the Riverdale Regional Park. As you and your team are aware, the substance of our review is related specifically to the ‘ownership’ of the land, associated agreements, and future operational elements. Neither Parks, Open Space & Cultural Affairs (Parks) Department, nor the Facilities & Fleet Management (Facilities) Department are providing comment specific to the regulatory elements of your submittal, and only commenting on elements impacting the County’s ownership and use of the land potentially impacted by your development.  
To this end, Parks and Facilities have collaboratively reviewed the proposal and offer the following comments:  
1. Please refer to the review letter dated November 18, 2019 for pertinent comments and requests that were likely not available for review or inclusion in your latest submittal. These comments still stand.  
2. We (you and I) have been exchanging emails over the past week or so with intent to further review the routing and impacts to the park and golf course. We are still planning that meeting and the opportunity to address our concerns in person. Additional comment may follow that meeting, which is currently anticipated for mid to late December 2019.  
3. The submittal, and its preceding document, both make several references to collaborative meetings with the county. While that is true, and it is also true our desire to be collaborative with MWRD, the document does not address the discrepancies and requested changes/alternative investigations. To that end, this submittal should not imply that everything included in the submittal has been agreed to by the County, when in fact, there are many elements needing resolution. We do not suggest to author the document or language, but we would suggest that documents submitted to regulatory review show the current status of negotiation and agreement, not only for us, but for any landowner which MWRD has to have some easement or similar agreement. Status for the County is still in negotiation, with potential change to route and construction methodology. | Section 2.1 | The Metro District acknowledges the discrepancies in prior documents due to changes resulting from design progression of the Second Creek Interceptor. Updates to the 1041 Information Report for this Resubmittal 2 are intended to briefly summarize ongoing coordination, collaboration, and status of negotiation. Based on meetings in December 2019 and January 2020 between the Metro District; Parks, Open Space & Cultural Affairs (Parks) Department; and Facilities & Fleet Management (Facilities) Department related to the Second Creek Interceptor alignment and impacts on the Riverdale Regional Park and Riverdale Dunes Golf Course, there will be more frequent ongoing collaboration to ensure all stakeholders are represented and involved as the design progresses. A separate memorandum (alternatives analysis specific to alignments evaluated on/near the Riverdale Regional Park) will be developed for review by the Parks and Facility Departments. Ownership negotiations are ongoing to address land impacts, disturbances, restoration, and other owner-related items listed in the County’s December 6, 2019 and November 18, 2019 letters. The November 18, 2019 letter referenced in Item 1 pertains to Comments 6 through 21. |
Table 1: Adams County Development Review Team Comments and Metro Wastewater Reclamation District Responses
Case Number: PLN2019-00008

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<td>6.</td>
<td>Adams County Facilities &amp; Fleet Management Department</td>
<td>November 18, 2019 Mr. Jon Wicke Metro Wastewater Reclamation District (MWRD) 6450 York Street Denver, CO 80229 Review Comments sent through Community &amp; Economic Development (CED) c/o Mr. Greg Barnes, Planner III at Adams County CED RE: PAR 1232 - Second Creek Interceptor, Review Comments Related to Planning Review Application dated 6/26/19</td>
<td>Section 11.2</td>
<td>Based on a meeting between the Metro District; Parks, Open Space &amp; Cultural Affairs (Parks) Department; and Facilities &amp; Fleet Management (Facilities) Department on December 19, 2019 to discuss the Second Creek Interceptor alignment and impacts on the Riverdale Regional Park and Riverdale Dunes Golf Course, there will be more frequent ongoing collaboration to ensure all stakeholders are represented and involved as the design progresses. Easements, 1041 permitting, and the IGA can continue to move forward separate from ownership negotiations with the Parks and Facilities Departments. A separate memorandum (alternatives analysis specific to alignments evaluated on/near the Riverdale Regional Park) will be developed. Ownership negotiations are ongoing to address comments specific to land impacts, disturbances, restoration and other owner-related items listed in the County’s November 18, 2019 letter. A follow-up meeting occurred on January 23, 2020 to discuss specific alignments evaluated on/near the Riverdale Regional Park.</td>
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<td>7.</td>
<td>Adams County Facilities &amp; Fleet Management Department</td>
<td>November 18, 2019 Seán Braden, Manager: Planning, Design and Construction Letter to Jon Wicke, Metro Wastewater Reclamation District Project Manager November 18, 2019 (Comment on original June 2019 Submittal) Review Comments sent through Community &amp; Economic Development (CED) c/o Mr. Greg Barnes, Planner III at Adams County CED</td>
<td>N/A</td>
<td>The Draft Intergovernmental Agreement (IGA) will be updated to reflect County 1041 Round 2 Comments and submitted to the County for review.</td>
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Table 1: Adams County Development Review Team Comments and Metro Wastewater Reclamation District Responses
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| 8.          | Adams County Facilities & Fleet Management Department  
Seán Braden, Manager: Planning, Design and Construction  
Letter to Jon Wicke, Metro Wastewater Reclamation District Project Manager  
November 18, 2019 (Comment on original June 2019 Submittal)  
Review Comments sent through Community & Economic Development (CED) c/o Mr. Greg Barnes, Planner III at Adams County CED | 3. Page #149 of 393 pages/ Appendix A: We interpret #5 of the Adams County Checklist "Proof of Ownership (title policy dated within 30 days of submittal)" to require: a. A Statement of Authority to be provided by the County prior to any work commencing on County owned land. b. Any Easements on County owned land to be approved and in place prior to start of any work. c. Both of these elements can be provided by the County once a formal IGA has been negotiated and approved. i. The County will require a survey with 'encumbrance' mapping on it showing all existing facilities, utilities, golf course, trails, etc. as well as proposed structures, easements, impact areas, etc. prior to approval. | N/A | a. The Metro District will coordinate with the County to obtain the required Statement of Authority for the Second Creek Interceptor prior to beginning any construction activities on County-owned land. b. The Metro District acknowledges this requirement. It is anticipated that easements for the Second Creek Interceptor will be obtained through the Board of County Commissioners concurrent with or subsequent to the approval of the 1041. c. The Metro District acknowledges this requirement and will include "encumbrance" survey mapping in the 95% Design Plans that will be provided to the County for review. The drawings will show existing facilities, utilities, golf course, trails, etc., as well as proposed structures, easements, impact areas, etc. |
| 9.          | Adams County Facilities & Fleet Management Department  
Seán Braden, Manager: Planning, Design and Construction  
Letter to Jon Wicke, Metro Wastewater Reclamation District Project Manager  
November 18, 2019 (Comment on original June 2019 Submittal)  
Review Comments sent through Community & Economic Development (CED) c/o Mr. Greg Barnes, Planner III at Adams County CED | 4. Page #21 of 393 pages: Section 1.3.2 Limit Disturbances and Impacts to County Facilities a. Under "Construction Schedule", please provide a more detailed schedule of impacts to the golf course, playability, refurbishment, etc. that will have loss of operational use or revenue. | N/A | As part of the ownership discussions, the Metro District will coordinate the overall construction schedule for the Second Creek Interceptor. The schedule will be generated as a part of the collaboration with the County. The schedule will include impacts to the Riverdale Dunes Golf Course (RDGC), use, and restoration.  
As discussed in Section 1.3.2, construction of the Metro District’s Second Creek Interceptor through the County’s Riverdale Regional Park including the RDGC will be coordinated with County Parks & Open Space Department. To the extent practicable, the majority of the construction through the RDGC is anticipated to occur outside of peak golf season and during the months of October through May. Restoration of any turf areas impacted by the construction will be initiated within the above window (during the growing season). The work associated with the siphon structure and the crossing of the South Platte River may take place outside winter months. |
| 10.         | Adams County Facilities & Fleet Management Department  
Seán Braden, Manager: Planning, Design and Construction  
Letter to Jon Wicke, Metro Wastewater Reclamation District Project Manager  
November 18, 2019 (Comment on original June 2019 Submittal)  
Review Comments sent through Community & Economic Development (CED) c/o Mr. Greg Barnes, Planner III at Adams County CED | 4. Page #21 of 393 pages: Section 1.3.2 Limit Disturbances and Impacts to County Facilities  
    b. Please correct the "Open-Cut Construction" section to include the routing through the golf-course. This information missing from this section implies that there is no need at the golf-course for this approach, which is misleading. Please also see Comment #9 below for additional information. [Refers to Comments #19 through #25]  
(See Comment No. 6 for introductory text to the letter that includes the comment above.) | Section 1.3.2 | This section was updated in the 1041 Information Report. In addition, a separate memorandum (alternatives analysis specific to alignments evaluated on/near the Riverdale Regional Park) will be developed and will include a discussion on the infeasibility of trenchless construction to supplement the alignment evaluation. |
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<td>11.</td>
<td>Adams County Facilities &amp; Fleet Management Department Seán Braden, Manager: Planning, Design and Construction Letter to Jon Wicke, Metro Wastewater Reclamation District Project Manager November 18, 2019 (Comment on original June 2019 Submittal) Review Comments sent through Community &amp; Economic Development (CED) c/o Mr. Greg Barnes, Planner Ill at Adams County CED</td>
<td>5. Page #22 of 393 pages: Section 1.3.3 Potential Future Connection of County Lift Stations 1 &amp; 2 to SD Interceptor. We acknowledge the potential of future gravity served sanitary lines, however anticipate that this is a future impact likely 25 or more years away. The County has recently rebuilt the lift stations, and has connected to the South Platte Interceptor, so until that infrastructure has reached its life cycle, this is not a tangible benefit until then. [See Comment No. 6 for introductory text to the letter that includes the comment above.]</td>
<td>Sections 1.0, 1.1, 1.2.1, 1.3, 1.3.1, 1.3.3, 1.3.4, 1.4, 5.5, 13.2, and 13.2.1</td>
<td>The Metro District understands a potential future connection is likely not to occur in the near-term based on recent improvements to the Lift Stations. The text in the 1041 Information Report was updated to indicate potential decommissioning of County Lift Stations 1 and 2 could potentially occur in the future. As you are aware, on January 10, 2018, Adams County and its attorney issued correspondence on behalf of the Adams County Board of County Commissioners to the Metro District requesting to become a Special Connector to the District. In this request, Adams County designates its service area to include the Regional Park and notes that it may, in the future, build or acquire additional County facilities that require wastewater treatment services; and requests that, to the extent possible, the Special Connector Agreement be flexible enough to accommodate the addition of future facilities. To accommodate this flexibility, the District did not designate a possible year or timeframe in the Report, but appreciates the County’s information on an estimated timeframe should connection occur in the future.</td>
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<td>12.</td>
<td>Adams County Facilities &amp; Fleet Management Department Seán Braden, Manager: Planning, Design and Construction Letter to Jon Wicke, Metro Wastewater Reclamation District Project Manager November 18, 2019 (Comment on original June 2019 Submittal) Review Comments sent through Community &amp; Economic Development (CED) c/o Mr. Greg Barnes, Planner Ill at Adams County CED</td>
<td>6. Page #22 of 393 pages: Section 1.3.4 Construction Benefits. We acknowledge the potential of surplus spoils and will work with MWRD to determine a mutually beneficial location for any spoils the County is willing to accept, however we anticipate use for all spoils developed on our property. As this is mutually beneficial, it is anticipated there is no additional compensation due to either party for these materials or placement. [See Comment No. 6 for introductory text to the letter that includes the comment above.]</td>
<td>N/A</td>
<td>The Metro District will coordinate with the County regarding the need for surplus soils generated during the Second Creek Interceptor construction. The IGA will outline the mutually beneficial use and disposal of the soils.</td>
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<td>13.</td>
<td>Adams County Facilities &amp; Fleet Management Department Seán Braden, Manager: Planning, Design and Construction Letter to Jon Wicke, Metro Wastewater Reclamation District Project Manager November 18, 2019 (Comment on original June 2019 Submittal) Review Comments sent through Community &amp; Economic Development (CED) c/o Mr. Greg Barnes, Planner Ill at Adams County CED</td>
<td>7. Page #24 of 393 pages: Section 1.4 County and District Agreements. Please see comment #3 above related to a new IGA specific to the SDI. [See Comment No. 6 for introductory text to the letter that includes the comment above.]</td>
<td>N/A</td>
<td>As part of the 1041 and part of the ownership discussions, the Metro District is in ongoing negotiations with Adams County on the language included in the IGA for the Second Creek Interceptor.</td>
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<td>14.</td>
<td>Adams County Facilities &amp; Fleet Management Department, Seán Braden, Manager: Planning, Design and Construction, Letter to Jon Wicke, Metro Wastewater Reclamation District Project Manager November 18, 2019 (Comment on original June 2019 Submittal)</td>
<td>8. Page #24 of 393 pages: Section 1.5 Lead Representative and Day-to-Day Contact Information. All correspondence regarding permitting, engineering, etc. is still regulatory in nature and shall be submitted to the Community and Economic Development Department. However, Adams County offers contact information as follows, based on the role within the County. With specific note that this is for “Ownership” related items on behalf of the County:</td>
<td>N/A</td>
<td>The Metro District acknowledges this change and continues to work collaboratively with the County during the ownership discussions to minimize impacts to the Riverdale Dunes Golf Course. Based on meetings between the Metro District; Parks, Open Space &amp; Cultural Affairs (Parks) Department; and Facilities &amp; Fleet Management (Facilities) Department on December 19, 2019 and January 23, 2020 to discuss the Second Creek Interceptor alignment and impacts on the park and golf course, the Metro District will develop a memorandum detailing all alternative routes that were considered on/near the Riverdale Regional Park for review by the County Parks and Facilities Departments.</td>
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<td>15.</td>
<td>Adams County Facilities &amp; Fleet Management Department, Seán Braden, Manager: Planning, Design and Construction, Letter to Jon Wicke, Metro Wastewater Reclamation District Project Manager November 18, 2019 (Comment on original June 2019 Submittal)</td>
<td>9. Page #29 of 393 pages: Section 2.0 Second Creek Interceptor Alternatives Analysis. MWRD presented on August 22, 2019 to Parks and Facilities for the first time a significant change to the previously planned methodology for minimizing impact to the golf course - specifically, no longer boring across the course and fairways, but now utilizing an open cut. After additional review by our staff, we request the following considerations: a. Reconsideration of the planned route to avoid any crossing of fairways of the golf course. Section 2.2 and Table 2-2 indicate conversations held with Parks &amp; Facilities, but these were prior to the proposed change in construction methods (open cut) and the resultant impacts to surface areas (specifically at the golf course).</td>
<td>N/A</td>
<td>The Metro District acknowledges this change and continues to work collaboratively with the County during the ownership discussions to minimize impacts to the Riverdale Dunes Golf Course. Based on meetings between the Metro District; Parks, Open Space &amp; Cultural Affairs (Parks) Department; and Facilities &amp; Fleet Management (Facilities) Department on December 19, 2019 and January 23, 2020 to discuss the Second Creek Interceptor alignment and impacts on the park and golf course, the Metro District will develop a memorandum detailing all alternative routes that were considered on/near the Riverdale Regional Park for review by the County Parks and Facilities Departments.</td>
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<td>16.</td>
<td>Adams County Facilities &amp; Fleet Management Department, Seán Braden, Manager: Planning, Design and Construction, Letter to Jon Wicke, Metro Wastewater Reclamation District Project Manager November 18, 2019 (Comment on original June 2019 Submittal)</td>
<td>9. Page #29 of 393 pages: Section 2.0 Second Creek Interceptor Alternatives Analysis. MWRD presented on August 22, 2019 to Parks and Facilities for the first time a significant change to the previously planned methodology for minimizing impact to the golf course - specifically, no longer boring across the course and fairways, but now utilizing an open cut. After additional review by our staff, we request the following considerations: b. If alternate routes are infeasible, then reconsideration of boring or other construction methodology to minimize surface impact to a playable golf course.</td>
<td>Table 2-1 included in the 1041 submittal indicates the average depth of 17 feet of cover for the Second Creek Interceptor alignment from the connection to the South Platte Interceptor at East 136th Avenue to the crossing of US Highway 6. The depth of cover through the Riverdale Dunes Golf Course, specifically Fairway 3, is approximately 7 feet to the top of the proposed Second Creek Interceptor. As an action item from the December 19, 2019 meeting between the Metro District; Open Space &amp; Cultural Affairs (Parks) Department; and Facilities Fleet Management (Facilities) Department, the Metro District has consulted</td>
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|            | & Economic Development (CED) c/o Mr. Greg Barnes, Planner III at Adams County CED | Table 2-1 indicates an average depth of 17 feet, which appears to be adequate, however the presentation indicated depths in the range of 8 to 12 feet. Please clarify and reconsider. (See Comment No. 6 for introductory text to the letter that includes the comment above.) | | with their tunneling and dewatering subcontractors to determine if a shorter segment of trenchless construction crossing of Fairway 3 is viable. Based on an initial evaluation by the subcontractors summarized below, the existing subgrade conditions in this area will not allow for trenchless construction to be completed successfully.  
- For a micro tunnel machine, the shallow cover, high groundwater, and sandy soils through Fairway 3 present a high risk that the tunnel face will not maintain pressure and fracturing fluid will be leaked onto the surface of the golf course. Drilling fluid could inhibit future grass regrowth, result in more extensive surface impacts (than open cut), and cause delays in the construction schedule.  
- As an alternative to a micro tunnel machine, a guided pipe ram was considered. For this method of tunneling, the groundwater must be lowered through the use of dewatering wells. Drilling of 2-foot-diameter wells spaced every 30 feet would be required within the fairway to draw the water down for the tunneling operation. The geotechnical information collected as part of the initial investigations indicates a significant increase in the blow counts from 5 to 36 and even higher below a 15-foot depth. The concern is that with the harder material on the bottom and very soft on top, the casing pipe will follow the path of least resistance and not be installed at the necessary grade for the gravity interceptor. In this case, there is an unusable tunnel that would need to be dug up in the middle of the fairway.  
A response to this action item was presented and discussed with Adams County at a Design Meeting held on Thursday, January 23, 2020. The alternatives analysis memo specific to alignments evaluated on/near the Riverdale Regional Park will include a trenchless discussion to supplement the evaluation.  
Other alternatives discussed include addition of a hazard at the location of an open cut crossing rather than sod replacement, or removal and salvaging of existing sod for replacement after construction. Representatives from Dye Designs and Renaissance Golf Design will be contacted to provide insight on the viability of these options. |

Table 1: Adams County Development Review Team Comments and Metro Wastewater Reclamation District Responses
Case Number: PLN2019-00008

<table>
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<tr>
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| 9. | Adams County Facilities & Fleet Management Department Selin Braden, Manager: Planning, Design and Construction Letter to Jon Wicke, Metro Wastewater Reclamation District Project Manager November 18, 2019 (Comment on original June 2019 Submittal) Review Comments sent through Community & Economic Development (CED) c/o Mr. Greg Barnes, Planner Ill at Adams County CED. | MWWD presented on August 22, 2019 to Parks and Facilities for the first time a significant change to the previously planned methodology for minimizing impact to the golf course - specifically, no longer boring across the course and fairways, but now utilizing an open cut. After additional review by our staff, we request the following considerations:
c. If neither alternate routes, nor construction methods provide feasible relief to the park and golf course, then a formal plan to address operational impact, playability, and loss of revenue for the park and golf course. This includes, but is not limited to:

[See Comment No. 6 for introductory text to the letter that includes the comment above.] | N/A | As a part of the ownership discussions, a formal plan to address operational impacts and loss of revenue to the Riverdale Dunes Golf Course will be developed. |
| 1. | Please provide information on the plan to mitigate noise and odors as well as ensure safety of parks goers and golfers. | Sections 1.3.2, 1.10, and 10.1 | The Metro District will construct the Second Creek Interceptor between 7AM and 7PM, Monday through Saturday on a normal basis as outlined in the IGA for the Second Creek Interceptor. Noise-generating construction activities that occur outside of these hours will be limited to sound-attenuated generators used for dewatering operations (see Section 1.3.2).
For safety, construction fencing and silt fencing will be used to delineate the construction area. Open excavations will be backfilled as the interceptor is installed. Barricades will be installed around any areas of open excavation that are left overnight. Signing and detours will be used to keep the public away from construction areas (see Section 1.3.2).
The Metro District will construct an odor control facility on the east side of the South Platte River across from the Adams Hollow Disc Golf Course to capture and treat potential odors from the Second Creek Interceptor siphon structure. Downstream of the river crossing, all sewer gases will be drawn to the Northern Treatment Plant for odor control. Manhole covers will be sealed with caulk as a secondary measure should off-gassing occur (see Section 10.1). |
| ii. Appropriate scheduling and time of year not only to minimize impacts to players, but also to promote and encourage reestablishment of fairway grasses, landscaping, etc. | Section 1.3.2 | As part of the ownership discussions, the Metro District will coordinate the overall construction schedule for the Second Creek Interceptor. The schedule will be generated as a part of the collaboration with the County. The schedule will include impacts to the Riverdale Dunes Golf Course (RDGC), use, and restoration. To the extent practicable, the majority of the Second Creek Interceptor construction through the RDGC is anticipated to occur outside of peak golf season during the months of October through May. |
| iii. Loss of revenue, both in the shorter term of construction disruption, as well as the long-term during reestablishment of the course. County requests an impact study and/or plan to recovering of lost revenue by MWWD. This is separate from any costs for the easements. | N/A | As a part of the ownership discussions, a formal plan to address operational impacts and loss of revenue to the Riverdale Dunes Golf Course will be developed. Easements will be developed in accordance with the terms and conditions of the County’s letter from November 6, 2018. |
## Table I: Adams County Development Review Team Comments and Metro Wastewater Reclamation District Responses

**Case Number:** PLN2019-00008

<table>
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<tr>
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<td>iv.</td>
<td>Involvement and/or oversight by golf course architects authorized by Pete &amp; Perry Dye to modify and impact to the golf course without removing their &quot;signature&quot; name to the course design.</td>
<td>N/A</td>
<td>A Design Meeting between Adams County and the Metro District was held on Thursday, January 23, 2020, to discuss the Second Creek Interceptor alignment on the Riverdale Dunes Golf Course. Representatives from Dye Designs and Renaissance Golf Design were unable to attend the meeting, but the team is working to schedule another meeting for them to provide insight on the construction through the golf course without removing their &quot;signature&quot; name to the course design.</td>
<td></td>
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<td>v.</td>
<td>Potential new growth, or savings/salvaging of plant materials that would otherwise be destroyed or damaged by construction activities. For example, establish sod areas to mature grasses for fairways, or salvaging and temporary relocation of those locations prior to installation of the pipeline. Those salvaged materials could be maintained and re-installed once the pipeline was complete. Intent is not to start &quot;new&quot; growth in fairways and wait years for maturity on a signature golf course.</td>
<td>Section 1.3.2</td>
<td>The intent of the Metro District is not to supply &quot;new&quot; sod in the Riverdale Dune Golf Course (RDGC) fairways disturbed by the Second Creek Interceptor construction. The Metro District has been working closely with Modern Golf &amp; Turf to establish a plan for salvaging existing plant materials. Based on recommendations and past experiences described by Modern Golf &amp; Turf representatives, the existing sod can be cut out and salvaged in the late fall prior to the winter freeze and can be tended to throughout the winter onsite. RDGC staff have indicated that the driving range would be a suitable layout area for the salvaged sod. The salvaged sod can then be placed in the early spring. The final product should match the existing sod, and the golf course will not have to wait for &quot;new&quot; sod to establish, which will greatly reduce the restoration period.</td>
<td></td>
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18. Adams County Facilities & Fleet Management Department
Seán Braden, Manager: Planning, Design and Construction
Letter to Jon Wicke, Metro Wastewater Reclamation District Project Manager
November 18, 2019
(Comment on original June 2019 Submittal)
Review Comments sent through Community & Economic Development (CED) c/o Mr. Greg Barnes, Planner III at Adams County CED

10. Page #35 of 393 pages: Section 3.0 Parcel Impacts and Easements
   a. Relative to 3.2, Proof of Ownership, please see comment #3 above.
   (See Comment No. 6 for introductory text to the letter that includes the comment above.)

19. Adams County Facilities & Fleet Management Department
Seán Braden, Manager: Planning, Design and Construction
Letter to Jon Wicke, Metro Wastewater Reclamation District Project Manager
November 18, 2019
(Comment on original June 2019 Submittal)
Review Comments sent through Community & Economic Development (CED) c/o Mr. Greg Barnes, Planner III at Adams County CED

10. Page #35 of 393 pages: Section 3.0 Parcel Impacts and Easements
   b. Relative to 3.3, Temporary and Permanent Easements, please see comment #3 above. In addition, the County requests reconsideration of easement widths to minimize impact to the course and its playability. Widths of 120’ temporary and 40’ permanent appear to be larger than might be needed to accomplish the proposed work and the County requests additional discussion on these easement sizes, especially in the golf course areas.
   (See Comment No. 6 for introductory text to the letter that includes the comment above.)

Section 3.3 and 75% Design Plans, Sheets 01C101 through 01C104
Per County recommendation, the Metro District has reduced the proposed easements for the Second Creek Interceptor alignment through the Riverdale Dunes Golf Course to the following:
- 30-foot-wide permanent easements throughout.
- 90-foot-wide temporary construction easements through greens and fairways.
- 100-foot-wide working area in roughs.
These changes are reflected in the 75% Design Plans.
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<td>20.</td>
<td>Adams County Facilities &amp; Fleet Management Department Seán Braden, Manager: Planning, Design and Construction Letter to Jon Wicke, Metro Wastewater Reclamation District Project Manager November 18, 2019 (Comment on original June 2019 Submittal) Review Comments sent through Community &amp; Economic Development (CED) c/o Mr. Greg Barnes, Planner III at Adams County CED</td>
<td>10. Page #35 of 393 pages: Section 3.0 Parcel Impacts and Easements c. Fair compensation for these easements has been previously established in method per our previous letter dated November 6, 2018. Final compensation will be dependent on final length and widths of easements. This compensation shall only be for the easements and not for any other impacts described in this review letter. Please provide a breakdown of final impacts and associated easement costs. [See Comment No. 6 for introductory text to the letter that includes the comment above.]</td>
<td>N/A</td>
<td>The Metro District will provide a breakdown of the final impacts and associated easement costs for the Second Creek Interceptor through the Riverdale Dunes Golf Course as defined in the terms and conditions of the County’s letter from November 6, 2018.</td>
</tr>
<tr>
<td>21.</td>
<td>Adams County Facilities &amp; Fleet Management Department Seán Braden, Manager: Planning, Design and Construction Letter to Jon Wicke, Metro Wastewater Reclamation District Project Manager November 18, 2019 (Comment on original June 2019 Submittal) Review Comments sent through Community &amp; Economic Development (CED) c/o Mr. Greg Barnes, Planner III at Adams County CED</td>
<td>10. Page #35 of 393 pages: Section 3.0 Parcel Impacts and Easements d. Relative to Table 3-1: As a courtesy note, it is likely that the zoning of these regional park parcels will be changing in the future, but this should have no impact to MWRD and this proposed interceptor. [See Comment No. 6 for introductory text to the letter that includes the comment above.]</td>
<td>N/A</td>
<td>The Metro District appreciates notification of the potential zoning change for the Regional Park parcels that are crossed by the Second Creek Interceptor alignment.</td>
</tr>
<tr>
<td>22.</td>
<td>Colorado Department of Transportation Permits Unit - Region 1 Steve Loeffler Email to Greg Barnes, Adams County Case Manager, November 25, 2019</td>
<td>Previous comments for this review still apply. Any work in the State Highway Right-of-Way will require a permit from our office. Permits can be applied for at the following link: <a href="https://www.codot.gov/business/permits/utilitiespecialuse/online-permit-application">https://www.codot.gov/business/permits/utilitiespecialuse/online-permit-application</a> Thank you for the opportunity to review this referral</td>
<td>N/A</td>
<td>The Metro District will coordinate with CDOT to obtain the Utility/Special Use Permit required for the Second Creek Interceptor’s trenchless crossing of State Highway 85 as identified in Appendix C, which is the only planned crossing of CDOT right-of-way for the Project in unincorporated Adams County.</td>
</tr>
<tr>
<td>23.</td>
<td>City of Thornton City Development Department Sadie Naglich, Planner I Email to Greg Barnes, Adams County Case Manager, December 13, 2019</td>
<td>Thornton Water Resources (with the respective ditch companies) should be contacted if any interruption to either canal is anticipated during construction, so we can adequately plan diversions to our reservoirs.</td>
<td>N/A</td>
<td>The Metro District will coordinate with Thornton Water Resources and the respective ditch companies for approvals of any anticipated interruptions to canal flow due to construction of the Second Creek Interceptor, as discussed in Sections 10.5.4 and 10.9.3.</td>
</tr>
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<td>24.</td>
<td>Public Service Company of Colorado/Xcel Energy Donna George, Right of Way and Permits Letter to Greg Barnes, Adams County Case Manager, December 6, 2019</td>
<td>Adams County Community and Economic Development Department 4430 South Adams County Parkway, 3rd Floor, Suite W3000 Brighton, CO 80601 Attn: Greg Barnes Re: Second Creek Interceptor - 2nd referral, Case # PLN2019-00008 Public Service Company of Colorado’s (PSCo) Right of Way &amp; Permits Referral Desk acknowledges the comment response for Second Creek Interceptor and has no further concerns at this time. The property owner/developer/contractor is reminded to complete the application process for any new natural gas or electric service, or modification to existing facilities via xcelenergy.com/InstallAndConnect; and, to call the Utility Notification Center for utility locates prior to construction. Donna George Right of Way and Permits Public Service Company of Colorado dba Xcel Energy Office: 303-571-3308 – Email: <a href="mailto:donna.l.george@xcelenergy.com">donna.l.george@xcelenergy.com</a></td>
<td>Section 13.3.1</td>
<td>The Metro District will complete the application process for the new electric services required for the Second Creek Interceptor odor control facility and metering facilities in unincorporated Adams County. The District’s contractor will contact the Utility Notification Center for utility locates prior to interceptor construction to avoid potential utility conflicts.</td>
</tr>
</tbody>
</table>
Development Team Review Comments

The following comments have been provided by reviewers of your land use application. At this time, a resubmittal of your application is required before this case is ready to be scheduled for public hearing.

To prepare your resubmittal, you will be expected to provide:

- A response to each comment with a description of the revisions and the page of the response on the site plan;
- Any revised plans or renderings; and
- A list identifying any additional changes made to the original submission other than those required by staff.

Resubmittal documents must be provided in person to the One-Stop Customer Service Center of the Community and Economic Development Department. The following items will be expected by our One-Stop Customer Service Center:

- **One paper copy of all new materials**
  - Paper copies shall not exceed 11”x17” (exception shall be made only for construction drawings or engineering plan review)
  - All paper copies shall be accompanied by the attached Resubmittal Form
- **One digital copy of all new materials**
  - All digital materials shall be in a single PDF document
  - The single PDF document shall be bookmarked
  - If a Subdivision Improvements Agreement, Legal Description, or Development Agreement is required, then an additional Microsoft Word version of these documents shall also be provided

---

Attachment C
Re-submittal Form

Case Name/ Number: PLN2019-00008 Second Creek

Case Manager: Greg Barnes

Re-submitted Items:

☐ Development Plan/ Site Plan
☐ Plat
☐ Parking/ Landscape Plan
☐ Engineering Documents
☐ Subdivision Improvements Agreement
☒ Other: Written responses

* All re-submittals must have this cover sheet and a cover letter addressing review comments.

Please note the re-submittal review period is 21 days.

The cover letter must include the following information:

- Restate each comment that requires a response
- Provide a response below the comment with a description of the revisions
- Identify any additional changes made to the original document

For County Use Only:

Date Accepted:

Staff (accepting intake):

Resubmittal Active: Addressing, Building Safety, Neighborhood Services, Environmental, Parks, Planner, ROW, SIA—Finance, SIA—Attorney
Development Review Team Comments

Date: 12/23/2019
Project Number: PLN2019-00008
Project Name: Second Creek Interceptor

Commenting Division: Plan Coordination 2nd Review
Name of Reviewer: Greg Barnes
Date: 12/23/2019
Email: gjbarnes@adcogov.org
Resubmittal Required

Commenting Division: Planner Review 2nd Review
Name of Reviewer: Greg Barnes
Date: 12/07/2019
Email: gjbarnes@adcogov.org
Complete

There are two remaining issues that I'm hoping we can make some progress on before scheduling public hearings:
1. I'd like to clarify the justification for locating the line along the Sisneros property. Please resubmit a written justification, or consider relocating the line.
2. I would like for the issues addressed by our Parks and Facilities Departments to be resolved.
Commenting Division: Development Engineering Review 2nd Review
Name of Reviewer: Matthew Emmens
Date: 12/11/2019
Email: memmens@adcogov.org
Resubmittal Required
Review complete. Comment ENG7 remains open. See doc #6014132. Applicant must acknowledge and accept the Condition of Approval.

Commenting Division: Parks Review 2nd Review
Name of Reviewer: Aaron Clark
Date: 12/06/2019
Email: aclark@adcogov.org
Resubmittal Required
Please see attached letter from Sean Braden dated 12/06/2019

Commenting Division: SIA Review 1 - Finance
Name of Reviewer: Megan Ulibarri
Date: 11/18/2019
Email:
Complete

Commenting Division: SIA Review 1 - Attorney
Name of Reviewer: Megan Ulibarri
Date: 11/18/2019
Email:
Complete
Commenting Division: Application Intake 2nd Review
Name of Reviewer: Megan Ulibarri
Date: 11/18/2019
Email: Complete

Commenting Division: Application Intake 2nd Review
Name of Reviewer: Kevin Mills
Date: 09/04/2019
Email: Complete

Commenting Division: Planner Review
Name of Reviewer: Greg Barnes
Date: 08/22/2019
Email: gjbarnes@adcogov.org
Resubmittal Required
PLN01: Please provide e-mail addresses in Section 1.6
PLN02: There is no description of two alternative routes. Please provide.
Commenting Division: Environmental Analyst Review
Name of Reviewer: Katie Keefe
Date: 08/19/2019
Email:

Complete
ENV1: Numerous sections of pipe infrastructure cross parcels covered by the Natural Resource Conservation Overlay (NRCO) district. The intent of the NRCO is to protect environmentally valuable areas and wildlife corridors associated with rivers, streams, riparian ecosystems and wetlands. All development must comply with the NRCO buffers/setbacks requirements in section 4-11-02-04-02.

ENV2: As noted in the project Information Report for the Second Creek Interceptor, an Environmental Assessment will be completed during the design phase of the project. The Environmental Assessment, as described, appears to meet the objectives of a Resources Review, which is required when development disturbs more than 1-acre of land within the NRCO. A Resources Review must be completed by a qualified professional prior to application submittal and provided to the county so that it may be taken into consideration. See section 4-11-02-03-04 for Resource Review methodology and content requirements.
Commenting Division: Parks Review
Name of Reviewer: Aaron Clark
Date: 08/19/2019
Email: aclark@adcgov.org

Complete
PRK1: Comments from Kurt Carlson, Regional Park Manager:

Adams County Parks, Open Space and Cultural Arts Dept. (ACPOSCAD). has the following comments on the Second Creek Interceptor project:

- The District will not commence any construction without first obtaining all necessary approvals, permits, and authorizations from Adams County Tri-County Health and/or the State of Colorado.

- Any work being done within the boundaries of the Riverdale Regional Park (including the Riverdale Golf Courses) shall only take place during November – February.

- The District will utilize its best efforts to coordinate its overall construction schedule with any infrastructure construction or event(s) contemplated and scheduled by the County in order to minimize the disruption of County construction efforts and/or special events.

- The District shall, at all times, during the term of the project shall maintain in full force and effect workers' compensation and employer's liability insurance and general liability insurance which includes coverage for personal injury, contractual liability and the District’s independent contractors. The general liability should be procured and maintained with no less than Two Million Dollars ($2,000,000.00) per occurrence combined single limit, and a Five Million Dollars ($5,000,000.00) aggregate limit for bodily injury, personal injury or property damage liability. NEED TO CHECK THESE LIMITS TO ASSURE THEY ARE STILL CURRENT.

- Project shall not cause closure of any Adams County Trail. The District shall maintain a safe alternative for trail users throughout the duration of the project. District will provide and maintain all safety barriers and will be required to coordinate necessary traffic control. The District shall submit a traffic control plan, in advance, which will have to be approved in advance by the County prior to any physical work being initiated.

- Adams County Parks Open Space and Cultural Arts and Riverdale Golf staff shall be included in constitution meetings and/or project meetings and will be included in the distribution of any project correspondence.

Contact for Golf Course work: Steve Bruning Steve@riverdalegolf.com (303) 659-4700
Contact for Regional Park work: Kurt Carlson kcarlson@adcgov.org (303) 637-8013

- After the project, the District shall return the site to its native and/or pre-construction state.

- District will be responsible for any damages that are caused by the project and/or by any contractor /
subcontractor doing work for the District.

- Adams County shall not be responsible for the maintenance and upkeep of any District facilities.

---

**Commenting Division:**  ROW Review

**Name of Reviewer:**  Marissa Hillje

**Date:**  08/08/2019

**Email:**  mhillje@adcogov.org

**Complete**

ROW1: Pipelines should be located in easements on private property. Said easements should be placed outside of the ultimate Right-of-ways of County roads as delineated by the Adams County Transportation Plan, approved 2012.

ROW2: Encroachment upon Future Right-of-Way. In any segment of the Project that is parallel to an Adams County right-of-way, the pipeline shall be constructed a minimum of five (5) feet from the edge of the maximum future right-of-way width, as designated in the Adams County 2012 Transportation Plan.

ROW3: As development of the Transportation Plan is implemented and if the location and existence of Developer's permanent easement precludes such development, Developer's overlapping easement rights shall be subordinated (subject to the then existing rights of the parties, laws and regulations) to accommodate Adams County's development.

ROW4: The proposed alignment through the Adams County owned property will need easements granted by BOCC.

---

**Commenting Division:**  Environmental Analyst Review

**Name of Reviewer:**  Katie Keefe

**Date:**  08/06/2019

**Email:**

**Comment**

ENV1: Numerous sections of pipe infrastructure cross parcels covered by the Natural Resource Conservation Overlay (NRCO) district. The intent of the NRCO is to protect environmentally valuable areas and wildlife corridors associated with rivers, streams, riparian ecosystems and wetlands. All development must comply with the NRCO buffers/setbacks requirements in section 4-11-02-04-02.

ENV2: As noted in the project Information Report for the Second Creek Interceptor, an Environmental Assessment will be completed during the design phase of the project. The Environmental Assessment, as described, appears to meet the objectives of a Resources Review, which is required when development disturbs more than 1-acre of land within the NRCO. A Resources Review must be completed by a qualified professional prior to application submittal and provided to the county so that it may be taken into consideration. See section 4-11-02-03-04 for Resource Review methodology and content requirements.
External Agencies Selected

Commenting Division: Development Engineering Review
Name of Reviewer: Matthew Emmens
Date: 07/10/2019
Email: memmens@adcogov.org

Resubmittal Required
Review complete with comments. See Doc #5959402.

Planned alignment will require some revisions.
Second Creek Interceptor Combined Segment
Case # PLN2019-00008
Development Review Engineering Comments

ENG1: It appears that the project crosses various floodplains. Depending upon construction techniques and the presence of surface structures, the applicant may be required to obtain a floodplain use permit. It is recommended that the applicant provide the alignment of the pipeline in Adams County superimposed with the data from all relevant floodplains.

Potential flood plains are shown on:


**Applicant Response:** The 100-year floodplain boundary was added to the Metro District’s SD Interceptor updated design plans (50% design). A Floodplain Use Permit will be obtained from the County prior to starting work in the 100-year floodplains shown on the applicable FIRM panels.

**County Comment:** Comment closed.

ENG2: The project is located within the boundaries of the following regional drainage studies:


*South Platte River MDP*, Prepared for City of Brighton, Commerce City, Denver Water Department, Metro Wastewater, reclamation District, City of Thornton, South Adams County Water and Sanitation District, Adams County, and Urban Drainage and Flood Control District. Prepared by Camp Dresser & Mckee Inc., April 2002.

*Second Creek (Downstream of DIA) and DFA 0053 Watersheds Outfall System Planning Study Update*, Prepared for City of Brighton, Commerce City, Adams County, and Urban Drainage and Flood Control District. Prepared by Kiowa Engineering, October 2002.


For the regional drainage facilities mentioned in the studies listed above, it is recommended that the applicant either avoid them or install the line to a depth below the facility to provide sufficient cover and avoid potential utility conflicts. Show these regional facilities on the plans.

**Applicant Response:** Regional drainage facilities were considered as a part of the SD Interceptor alignment evaluation. The Metro District has reviewed information from Mile High Flood District and verified the SD Interceptor does not impact the proposed regional facilities. The Interceptor is expected to be buried at a depth that would not impact the proposed regional facilities.

**County Comment:** Comment closed.

ENG3: The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. The project site is within the County’s MS4 Stormwater Permit area.
In the event that the disturbed area of the site exceeds 1 acre, or disturbing less than 1 acre but belonging to a larger subdivision (over 1 acre), the applicant shall be responsible to prepare the SWMP plan using the Adams County ESC Template, and obtain both a County SWQ Permit and State Permit COR400000.

**Applicant Response:** A SWMP will be prepared for the Metro District’s SD Interceptor and construction stormwater discharge permits will be obtained in accordance with CDPHE and County regulations. The SWMP will include control measures to mitigate the adverse effects of construction activities on surface water quality as discussed in Section 10.3.2 of the Information Report.

**County Comment:** County construction permits cannot be issued until the applicant has obtained a County SWQ permit. The County’s SWQ permit is issued by the Public Works Department. The applicant should contact Juliana Archuleta, the County’s Stormwater Program Manager, to inquire about obtaining a SWQ Permit. Ms. Archuleta can be contacted at 720-523-6869 or By email at mjarchuleta@adcogov.org.

Comment closed.

**ENG4:** All necessary paperwork such as Commissioners Resolutions, Development Agreements, Collateral Agreements, BOA decisions, easements, etc. will be on file with the Adams County Department of Public Works / Construction Management Section prior to the issuance of any construction or building permits.

**Applicant Response:** The Metro District will continue to coordinate with the County to ensure required documents are on file to support permit issuance for the SD Interceptor.

**County Comment:** comment closed.

**ENG5:** The Adams County boundaries are not clearly identified on any of the construction plan sheet. Jurisdictional boundaries need to be identified with ownership labels on either side of the boundary line. See example below:

```
ADAMS COUNTY

BRIGHTON
```

For example: On sheet 2011, the Adams County/Brighton Boundary runs along the north/west side of the railroad ROW. There is no label identifying this as the boundary.

**Applicant Response:** Jurisdictional boundaries have been added to the Metro District’s SD Interceptor revised 50% design plans as requested.

**County Comment:** comment closed.

**ENG6:** The project appears to cross several irrigation ditches. It is recommended that the applicant either avoid them or contact the irrigation company directly and discuss crossing requirements.

**Applicant Response:** The Metro District is working with irrigation ditch companies to determine crossing requirements and obtain appropriate land rights associated with the SD Interceptor.

**County Comment:** Comment closed.

**ENG7:** The pipeline appears to cross several Adams County roadways and properties.

**Condition of Approval:**
In the event that Adams County performs a roadway or drainage project that requires adjustment or relocation of the pipe line within the right-of-way, the Public Works Department will require that the
applicant perform any adjustments or relocations, at their own expense, upon receiving notification from the County.

**Applicant Response:** In the event that the County needs to grade and move the earth cover over the Metro District’s SD Interceptor, or adjust or relocate the SD Interceptor, for County roadway construction or drainage projects located within County ROW, the District anticipates that the County will use its best efforts in the development and design of its roads or streets to avoid causing relocation of the SD Interceptor. In the event a relocation of the SDI is required, the District’s Board of Directors would need to authorize entering into a utility relocation agreement (URA) between the District and the County that identifies conflicting utilities, design review and approval processes, and construction inspection and acceptance procedures. Based on past relocations of District infrastructure by the County, the URA will indicate the County agrees that it will take all necessary actions to protect, modify, or relocate the SD Interceptor, at its sole cost and expense at the time of the initial construction of the roadway or street or drainage project.

**County Comment:** When the County needs to change the grade of a street, every effort is made to avoid having to move utilities. However, the County does not enter into utility relocation agreement (URA) with utility districts. As stated in the condition of approval above, when necessary moving of the utility is done at the expense of the utility district. The condition of approval will remain.

ENG8: The applicant will be required to obtain Adams County construction permits for any crossing of Adams County road Right-of-Ways or, easements or properties owned by Adams County.

**Applicant Response:** The Metro District will coordinate with the County to obtain the required permits for the SD Interceptor. A preliminary permit summary is provided in Appendix C of the Information Report.

**County Comment:** Comment closed.

ENG9: Pipelines running parallel to Adams County road Right-of-Way must be located outside of all current and future road Right-of-way’s (ROW).

**Applicant Response:** The Metro District’s SD Interceptor alignment generally is planned within easements on private properties at least five feet beyond ultimate ROW as defined in the 2012 Adams County Transportation Plan. Section 3.4 was added which describes five instances where placement of the SD Interceptor may encroach on this requirement. The Metro District is requesting a variance or waiver of this requirement from the County due private property impacts described in Section 3.4.

**County Comment:** Comment closed.

ENG10: All crossing of Adams County ROW must be perpendicular. The plan set includes many non-diagonal roadway crossings. For example, Sheet 02 shows the interceptor pipe crossing diagonally Peoria St.

**Applicant Response:** In some circumstances, diagonal crossings of County roadways are required due to utility conflicts, to maintain a smooth hydraulic flow in the SD Interceptor, or to limit property impacts on adjacent parcels. Trenchless construction will be utilized for diagonal crossings of major roadways to limit traffic impacts and the need for asphalt patching. Open cut crossings of County roadways will be made as close to perpendicular as possible with consideration for existing utilities and minimizing private property impacts. The Metro District coordinated with the County in November 2019 to discuss the proposed diagonal crossing at E. 120th Avenue and Potomac Street. Based on discussions between the District and the County and input from various departments at the County, a diagonal road crossing is acceptable as long as the trenchless construction spans from manhole to manhole and the interceptor is installed in a steel casing at a depth greater than 10 feet. Ongoing coordination will occur with the County for review and acceptance of the planned road crossings. The 50% design plans include markups to reflect the road crossing alignment modifications resulting from discussions with the County.

**County Comment:** The applicant has reached out to County staff concerning diagonal crossings of County roadways and intersections. The reasons given were sufficient to allow the County to approve diagonal crossings at certain locations.
Comment Closed.
December 6, 2019

Mr. Jon Wicke
Metro Wastewater Reclamation District (MWRD)
6450 York Street
Denver, CO 80229

Review Comments sent through Community & Economic Development (CED)
c/o Mr. Greg Barnes, Planner III at Adams County CED

RE: PAR 1232 - Second Creek Interceptor
Review Comments Related to Planning Review Application dated 11/18/19

Dear Jon,

As a follow up to the original submission from earlier this year, we thank you for the opportunity to review and further comment on the proposed Second Creek Interceptor development planned to route through the Riverdale Regional Park. As you and your team are aware, the substance of our review is related specifically to the 'ownership' of the land, associated agreements, and future operational elements. Neither Parks, Open Space & Cultural Affairs (Parks) Department, nor the Facilities & Fleet Management (Facilities) Department are providing comment specific to the regulatory elements of your submittal, and only commenting on elements impacting the County’s ownership and use of the land potentially impacted by your development.

To this end, Parks and Facilities have collaboratively reviewed the proposal and offer the following comments:

1. Please refer to the review letter dated November 18, 2019 for pertinent comments and requests that were likely not available for review or inclusion in your latest submittal. These comments still stand.

2. We (you and I) have been exchanging emails over the past week or so with intent to further review the routing and impacts to the park and golf course. We are still planning that meeting and the opportunity to address our concerns in person. Additional comment may follow that meeting, which is currently anticipated for mid to late December 2019.
3. The submittal, and its preceding document, both make several references to collaborative meetings with the county. While that is true, and it is also true our desire to be collaborative with MWRD, the document does not address the discrepancies and requested changes/alternative investigations. To that end, this submittal should not imply that everything included in the submittal has been agreed to by the County, when in fact, there are many elements needing resolution. We do not suggest to author the document or language, but we would suggest that documents submitted to regulatory review show the current status of negotiation and agreement, not only for us, but for any landowner which MWRD has to have some easement or similar agreement. Status for the County is still in negotiation, with potential change to route and construction methodology.

We are looking forward to our upcoming meeting and some potential solutions to those items of concern. If you should have any questions regarding these specific reviews, please let us know.

Sincerely,

Adams County – Facilities and Fleet Management

Seán Braden
Manager; Planning, Design and Construction

Encl.

Cc: Project File
   Greg Barnes, CED
   Byron Fanning, Parks, Open Space and Cultural Affairs
Greg Barnes

From: Loeffler - CDOT, Steven <steven.loeffler@state.co.us>
Sent: Monday, November 25, 2019 2:40 PM
To: Greg Barnes
Subject: Re: Resubmittal: Second Creek Interceptor (PLN2019-00008)

Please be cautious: This email was sent from outside Adams County

Greg,

Previous comments for this review still apply. Any work in the State Highway Right-of-Way will require a permit from our office. Permits can be applied for at the following link: https://www.codot.gov/business/permits/utilitiesspecialuse/online-permit-application

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit- Region 1

| 303.757.9891 | F 303.757.9886
2829 W. Howard Pl. 2nd Floor, Denver, CO 80204
steven.loeffler@state.co.us | www.codot.gov | www.dotrips.org

On Mon, Nov 25, 2019 at 1:26 PM Greg Barnes <GIBarnes@adcogov.org> wrote:

A resubmittal of new information was provided to Adams County regarding the Second Creek Interceptor project (PLN2019-00008). You are receiving this e-mail, because you previously provided comments regarding this case.

The new case material can be found at the following link: http://www.adcogov.org/planning/currentcases

If you have any new or additional comments please provide them to me by December 6, 2019.
Hi Greg,

I apologize for this coming in late to you, I was just sent this comment in regards to this referral:

Thornton Water Resources (with the respective ditch companies) should be contacted if any interruption to either canal is anticipated during construction, so we can adequately plan diversions to our reservoirs.

Thank you,

Sadie Naglich
Planner I
9500 Civic Center Drive, Thornton, CO 80229
P: 303.538.7301 | E: Sadie.Naglich@cityofthornton.net
December 6, 2019

Adams County Community and Economic Development Department  
4430 South Adams County Parkway, 3rd Floor, Suite W3000  
Brighton, CO 80601  

Attn: Greg Barnes  

Re: Second Creek Interceptor - 2nd referral, Case # PLN2019-00008  

Public Service Company of Colorado’s (PSCo) Right of Way & Permits Referral Desk acknowledges the comment response for Second Creek Interceptor and has no further concerns at this time.  

The property owner/developer/contractor is reminded to complete the application process for any new natural gas or electric service, or modification to existing facilities via xcelenergy.com/InstallAndConnect; and, to call the Utility Notification Center for utility locates prior to construction.  

Donna George  
Right of Way and Permits  
Public Service Company of Colorado dba Xcel Energy  
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com
November 18, 2019

Mr. Jon Wicke
Metro Wastewater Reclamation District (MWRD)
6450 York Street
Denver, CO 80229

Review Comments sent through Community & Economic Development (CED)
c/o Mr. Greg Barnes, Planner III at Adams County CED

RE: PAR 1232 - Second Creek Interceptor
Review Comments Related to Planning Review Application dated 6/26/19

Dear Jon,

Thank you for the opportunity to review and further comment on the proposed Second Creek Interceptor development planned to route through the Riverdale Regional Park. As you and your team are aware, the substance of our review is related specifically to the ‘ownership’ of the land, associated agreements, and future operational elements. Neither Parks, Open Space & Cultural Affairs (Parks) Department, nor the Facilities & Fleet Management (Facilities) Department are providing comment specific to the regulatory elements of your submittal, and only commenting on elements impacting the County’s ownership and use of the land potentially impacted by your development.

To this end, Parks and Facilities have collaboratively reviewed the proposal and offer the following comments:

1. It is our intent to collaborate with MWRD in the development of this new interceptor, and to do so in the spirit of the previously offered terms and conditions of the letter from November 6, 2018. A copy of that letter is attached for reference and it forms the basis of the commentary herein.

2. The proposed (and attached to your application) 1041 / IGA between the County and MWRD will need to be negotiated as a separate element containing the information in this review.
3. Page #149 of 393 pages / Appendix 'A': We interpret #5 of the Adams County Checklist “Proof of Ownership (title policy dated within 30 days of submittal)” to require:

a. A Statement of Authority to be provided by the County prior to any work commencing on County owned land.
b. Any Easements on County owned land to be approved and in place prior to start of any work.
c. Both of these elements can be provided by the County once a formal IGA has been negotiated and approved.
   i. The County will require a survey with 'encumbrance' mapping on it showing all existing facilities, utilities, golf course, trails, etc. as well as proposed structures, easements, impact areas, etc. prior to approval.

4. Page #21 of 393 pages: Section 1.3.2 Limit Disturbances and Impacts to County Facilities

a. Under “Construction Schedule”, please provide a more detailed schedule of impacts to the golf course, playability, refurbishment, etc. that will have loss of operational use or revenue.
b. Please correct the “Open-Cut Construction” section to include the routing through the golf-course. This information missing from this section implies that there is no need at the golf-course for this approach, which is misleading.

Please also see Comment #9 below for additional information.

5. Page #22 of 393 pages: Section 1.3.3 Potential Future Connection of County Lift Stations 1 & 2 to SD Interceptor. We acknowledge the potential of future gravity served sanitary lines, however anticipate that this is a future impact likely 25 or more years away. The County has recently rebuilt the lift stations, and has connected to the South Platte Interceptor, so until that infrastructure has reached its life cycle, this is not a tangible benefit until then.

6. Page #22 of 393 pages: Section 1.3.4 Construction Benefits. We acknowledge the potential of surplus spoils, and will work with MWRD to determine a mutually beneficial location for any spoils the County is willing to accept, however we anticipate use for all spoils developed on our property. As this is mutually beneficial, it is anticipated there is no additional compensation due to either party for these materials or placement.

7. Page #24 of 393 pages: Section 1.4 County and District Agreements. Please see comment #3 above related to a new IGA specific to the SDI.
Section 1.5 Lead Representative and Day-to-Day Contact Information.

All correspondence regarding permitting, engineering, etc. is still regulatory in nature and shall be submitted to the Community and Economic Development Department. However, Adams County offers contact information as follows, based on the role within the County. With specific note that this is for "Ownership" related items on behalf of the County:

Lead Representative for this Project: Seán Braden
Manager, Planning, Design & Construction

Day to Day Contact of "Ownership": Nicci Beaufrez
Project Manager – Land & Asset

Specific to "Operational" functions of the Park and Golf Course, please utilize the following:

Lead Representative for this Project: Byron Fanning
Director, Parks, Open Space & CA

Day to Day Contact of "Operations": Kurt Carlson
Parks Manager

Section 2.0 Second Creek Interceptor Alternatives Analysis

MWRD presented on August 22, 2019 to Parks and Facilities for the first time a significant change to the previously planned methodology for minimizing impact to the golf course – specifically, no longer boring across the course and fairways, but now utilizing an open cut. After additional review by out staff, we request the following considerations:

a. Reconsideration of the planned route to avoid any crossing of fairways of the golf course. Section 2.2 and Table 2-2 indicate conversations held with Parks & Facilities, but these were prior to the proposed change in construction methods (open cut) and the resultant impacts to surface areas (specifically at the golf course).

b. If alternate routes are infeasible, then reconsideration of boring or other construction methodology to minimize surface impact to a playable golf course. Table 2-1 indicates an average depth of 17 feet, which appears to
be adequate, however the presentation indicated depths in the range of 8 to 12 feet. Please clarify and reconsider.

(c) If neither alternate routes, nor construction methods provide feasible relief to the park and golf course, then a formal plan to address operational impact, playability, and loss of revenue for the park and golf course. This includes, but is not limited to:

(i) Please provide information on the plan to mitigate noise and odors as well as ensure safety of parks goers and golfers.

(ii) Appropriate scheduling and time of year not only to minimize impacts to players, but also to promote and encourage reestablishment of fairway grasses, landscaping, etc.

(iii) Loss of revenue, both in the shorter term of construction disruption, as well as the long-term during reestablishment of the course. County requests an impact study and/or plan to recovering of lost revenue by MWRD. This is separate from any costs for the easements.

(iv) Involvement and/or oversight by golf course architects authorized by Pete & Perry Dye to modify and impact to the golf course without removing their "signature" name to the course design.

(v) Potential new growth, or savings/salvaging of plant materials that would otherwise be destroyed or damaged by construction activities. For example, establish sod areas to mature grasses for fairways, or salvaging and temporary relocation of those locations prior to installation of the pipeline. Those salvaged materials could be maintained and re-installed once the pipeline was complete. Intent is not to start "new" growth in fairways and wait years for maturity on a signature golf course.

10. Page #35 of 393 pages: Section 3.0 Parcel Impacts and Easements

(a) Relative to 3.2, Proof of Ownership, please see comment #3 above.

(b) Relative to 3.3, Temporary and Permanent Easements, please see comment #3 above. In addition, the County requests reconsideration of easement widths to minimize impact to the course and its playability. Widths of 120' temporary and 40' permanent appear to be larger than might be needed to accomplish the proposed work and the County requests additional discussion on these easement sizes, especially in the golf course areas.

(c) Fair compensation for these easements has been previously established in method per our previous letter dated November 6, 2018. Final compensation will be dependent on final length and widths of easements. This compensation shall only be for the easements and not for any other impacts described in this review letter. Please provide a breakdown of final impacts and associated easement costs.
d. Relative to Table 3-1: As a courtesy note, it is likely that the zoning of these regional park parcels will be changing in the future, but this should have no impact to MWRD and this proposed interceptor.

Obviously, a large undertaking such as your new interceptor is not without significant work and collaboration requirements. We look forward to coordinating with you to refine the proposed routing and construction method through our park and golf course. If you should have any questions regarding these specific reviews, please let us know.

Sincerely,

Adams County – Facilities and Fleet Management

[Signature]

Seán Braden
Manager, Planning, Design and Construction

Encl.

Cc: Project File
  Greg Barnes, CED
  Byron Fanning, Parks, Open Space and Cultural Affairs
November 6, 2018

Mr. Mickey Conway  
Metro Wastewater Reclamation District  
6450 York Street  
Denver, CO 80229

RE: Active Projects between Adams County and the Metro District  
Existing 1041 IGA for South Platte Interceptor (affecting Regional Park and Animal Shelter)  
Proposed IGA for the Second Creek Interceptor (affecting the Park & Golf Course)

Dear Mr. Conway,

We very much appreciated the phone meeting between our two teams a couple weeks ago, and following that conversation, want to formally follow up on the several talking points of that meeting.

We recognize that of primary concern is the "certainty on the consideration elements" for the potential IGA for the Second Creek Interceptor. To that end, the County has general concurrence on your proposed items with some minor modifications as follows:

Metro Contributions:
- Related to Animal Shelter: (Proposed as either an amendment to the existing IGA, part of the current SCA under review, or a separate agreement).
  - County purchases the Riverdale Force Mains from 120th Ave to 128th Ave. (existing pipelines we'd previously agreed to purchase for $10 – the County plans to slip line our new forced main from the Shelter)
  - Approve the Lift Station Connection at the existing South Platte Interceptor
- Related to Sewage Lagoon (to be decommissioned):
  - Acceptance of flows already agreed to in the IGA to the South Platte Interceptor
  - Spoils of a yet to be agreed upon amount, properly delivered to a location in the Regional Park (potentially the lagoon)
- Related to the Overall Park & Golf Course:
  - Future Gravity Service: We agree with Metro's approach of identifying locations of future tie-in for gravity fed waste lines from the park. We'd like these connections to be part of the agreement so we can tie in the future without a new or amended agreement (still subject to engineering review and approval of Metro).
Cash Contribution: Adams County will accept a contribution based on the final easement size (square foot basis) at a 30% land value affected (currently estimated at 4,960 lineal feet x 30' wide) for a value of $134,280. Contribution shall be established based on the actual pipeline disturbance area. This will also allow for deviations in the final alignment with a methodology to appropriately adjust that valuation. Please see the attached Exhibit A for further description.

Restoration of Disturbed Areas: Complete restoration of any disturbance of land created by the SCI project within the County property, either back to existing condition, or a mutually agreed improved condition.

Documents: Copies of all as-builts, geotechnical studies, etc. that would help the County understand both the location of the pipeline as well as any future work near, or connecting to, the SCI.

Updates: That there are regular (no less than quarterly) formal update meetings on progress, schedule impacts, etc. to ensure we can keep our stakeholders and constituents properly updated. We’d appreciate a formal progress meeting on site to periodically visit/see the work.

Post Installation Work: That any maintenance or operational access is mutually scheduled to prevent disturbance to County activities, events, or operations. Emergency access by either party shall be as needed without prior scheduling, but shall be followed with prompt communication.

County Considerations:

- "Ownership" level agreement (by Facilities/Parks) that the considerations and contributions are appropriate for the project:
  - Right-of-Entry Agreement: The County will offer a "Right of Entry" Agreement that allows Metro to access the property for surveying, geotechnical research, environmental studies, etc.
  - "Ownership" by Facilities/Parks does not interfere or have any role in the regulatory approval process conducted and managed by CEDD

- "Regulatory" Reviews: Per direction received from Community and Economic Development, the Conceptual Review Meeting earlier this year produced a letter acknowledging that the SCI could be processed with an intergovernmental agreement (IGA) in lieu of an Areas and Activities of State Interest Permit pursuant to Section 6-16 of the regulations. However, in order to review the proposal and its impacts, the County requires the information in the AASI application checklist to be submitted for review along with a draft IGA to the Community & Economic Development Department. Approval of the SCI will require a new IGA and cannot be added to any existing IGA that Metro Wastewater currently has with the County in order to fulfill the requirements of Chapter 6 of the Adams County Development Standards & Regulations. All future discussions related to the regulatory review and approval should be directed to the staff within CEDD.

Obviously, these are all based on preliminary layouts and alignments that might yet adjust and engineering that has not been completed. So long as there are no significant deviation from the proposed course and construction methodology, and no change in the impacts to the County or its constituents, we believe that these considerations will be sufficient. We recommend a periodic formal meeting to check-in on progress, changes, and potential impacts to those considerations to encourage the SCI project to progress.
Assuming that this letter offers satisfactory consideration elements, we respectfully request approval of the pending Special Connector Agreement, signature on our pending CDPHE application for lift station at the Animal Shelter, and ability to negotiate both the Purchase and Sale of the Riverdale lines and the Right-of-Entry Agreements. The County is ready to commence each of these items.

Please let us know if you have any questions or concerns with the various items, and we look forward to completing our mutual projects and their associated agreements. Thank you for your consideration.

Sincerely,

Adams County – Facilities

[Signature]

Seán Braden
Manager of Planning, Design, and Construction

Encl: Email from Emily Jackson to Matt Montgomery (9/12/18)

Cc: Alisha Reis, Deputy County Manager
    Stakeholder Departments / Project File
EXHIBIT 'A' – EASEMENT VALUATION CALCULATIONS:

Cash Contribution shall be based on the final length of the pipeline within the Adams County owned property. After review, it is Adams County’s preference that the value of the easement be reflective of the following considerations:

- This is a permanent easement granted to Metro Wastewater Reclamation District
  - This easement will function for installation, operation, and maintenance.
- That while this is a permanent easement, use of the property above by the County is unrestricted for its Parks, Recreation, and Open Space.
  - That the Agreement and Easement will require disturbance to the surface to be restored in full by the party creating the disturbance.
- Adams County (for similar Right-of-Way acquisitions) generally uses a 10% of land value approach for temporary construction easements, and a 90% valuation for permanent easements. Considering that this is both a permanent easement that allows for continued surface use by the County, as well as a partnership between two governmental entities, we propose a 30% valuation.
  - Based on current market rates, we estimate nominal land values as:
    - $2.00 per square foot in open space/natural areas (limited use)
    - $4.00 per square foot under golf course areas (full use)
- The Metro documents submitted for Conceptual Review contained a routing estimated at 4,960 lineal feet under County property. Final value will depend on final alignment of the pipeline / easement.

Consideration calculation as follows:

2,460 lineal feet (estimated) under Natural Area X 30 feet wide = 73,800 sq. ft.
73,800 sq. ft. X $2.00 x 30% value = $44,280.00

2,500 lineal feet (estimated) under Golf Course X 30 feet wide = 75,000 sq. ft.
75,000 sq. ft. X $4.00 x 30% value = $90,000.00

$44,280 + $90,000 = $134,280.00 easement consideration
LEASE FOR CONSTRUCTION PURPOSES

This Lease is executed in duplicate effective as of January 29, 2020 between Joe M. Sisneros and Nikki L. Sisneros ("Lessors"), whose address is 12045 Wheeling Street, Henderson, CO 80640 and Metro Wastewater Reclamation District (the "District" or "Lessee"), whose address is 6450 York Street, Denver, Colorado 80229.

FOR AND IN CONSIDERATION of the mutual promises and undertakings herein set forth, the parties agree as follows:

1. Lessors hereby leases to the District, its successors, authorized permittees and assigns, that property located in the County of Adams, State of Colorado, described on Exhibit A attached hereto and incorporated herein by reference (the "Property") for the following purposes: excavating and moving earth, dewatering treatment, storing materials, supplies, excavated materials, and equipment, surface access for District equipment and personnel, and for such other purposes as the District deems necessary in connection with its acquisition, construction and installation of a wastewater pipeline and related appurtenances on Lessors property and shall not be used as a construction laydown area for materials and equipment other than those used on Lessors property. For the purposes of this Lease, the term “District” includes its contractors and other authorized permittees, agents and representatives.

The term of this Lease shall be for six (6) consecutive months commencing fourteen (14) days after the District mails a Notice of Commencement to Lessors at Lessor’s address given below and expiring six (6) months later, provided that such term shall terminate no later than June 30th, 2024. The District shall pay Lessors a rental of One Thousand Six Hundred and Fifty-Three Dollars ($1,653.00) for the entire six (6) month term, in advance, at the time the Notice of Commencement is given. If District operations on the Property are not completed within the initial six - month term, it may holdover for such additional time not to exceed three additional months as is reasonably necessary to complete said operations at a rental rate of 1.2 times the semi - annual rental rate specified above, divided by six (6) prorated for each month paid in advance. For the purpose of this paragraph 2, the term “month” shall mean a calendar month.

2. The District shall have the right to remove any existing trees, bushes, shrubbery, undergrowth, as well as any personal property, fixture and other obstructions located on the Property interfering with the stated use of the Property during the term of its occupancy thereof.

3. Not Used

4. Upon the completion of construction, the District will restore the general surface of the Property and revegetate the Property with the same or similar plant materials, except crops and mature trees, existing prior to construction. Any infrastructure owned by Lessors disturbed during the term of this lease shall be restored to its original condition or better.

5. Lessors warrants and agrees to defend Lessor’s title to the Property so that the District may peaceably and quietly hold, enjoy, use and occupy the same during the term of this Lease without
any hindrance, interruption, ejection or molestation by Lessors or any other person claiming through Lessors.

6. The District shall be responsible and liable for any and all costs, claims and other expenses incurred for or related to the installation, construction, replacement, removal, ownership, operation, repair and use of the Facilities located within the Property except to the extent such costs, claims or other expenses are caused by the acts of Grantor, or its servants or agents.

7. The benefits and burdens of this Lease shall inure to and be binding upon the respective legal representatives, successors and assigns of the parties hereto.

8. Should any one or more provisions of this Lease be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Lease, the intent being that the various sections and provisions hereof are severable.

9. This writing constitutes the whole agreement between the parties, and no additional or different oral representation, promise, or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument.

10. The following special provisions requested by Lessors are made a part of this Lease:

The District shall replace existing trees currently located within the permanent easement parcel known as District Parcel SDI-180, to a location within the Property, as directed by the Lessors. Replacement trees shall be of the same kind and size and number as those removed from the easement area. Replacement trees will be warranted by Lessee for a period of one year from date of planting.

Any irrigation system currently serving the Property and the area described in parcel SDI-180 shall be restored to as good or better condition and serve the same irrigation purpose as the original irrigation system.
IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

LESSORS: Joe M. Sisneros and Nikki L. Sisneros

By: ________________________________
Name: Joe M. Sisneros

By: ________________________________
Name: Nikki L. Sisneros

Lessor’s Address:

12045 Wheeling Street
Henderson, CO 80640-8851

METRO WASTEWATER RECLAMATION DISTRICT

By: ____________________________________

Title: ____________________________________
SOUTHEAST 1/16 CORNER OF SECTION 36, T1S, R67W
FOUND #6 REBAR WITH 2" DIA. ALUM. CAP, STAMPED
"1996, PLS 6973", FLUSH WITH THE GROUND SURFACE

FOUND #4 REBAR WITH 1" DIA. YELLOW PLASTIC CAP, STAMPED "BAYER,
LS 6973", 0.6" BELOW THE GROUND SURFACE

10' WASTE AND DRAINAGE EASEMENT PER FILE:
17 MAP 864. RECEPTION NUMBER CO406842,
DATED 06/09/1998

LOT 1 BLOCK 1 BARNED ESTATES-AMENDED

15' UTILITY AND DRAINAGE EASEMENT PER FILE 17 MAP 864,
RECEPTION NUMBER CO406842, DATED 06/09/1998

513'3"7'5"E 0.57'
CONFLICTING MONUMENT
FOUND #4 REBAR WITH 2-1/2" DIA. ALUM. CAP, STAMPED "LS 34183",
IN A RANGE BOX

JOE M. SISNEROS AND NIKKI L. SISNEROS
AREA=10,252 SQ FT ±

540'26"7'2"E 1325.01'
SOUTHWEST CORNER OF LOT 1
FOUND #4 REBAR WITH SLEEVE, PROJECTING 0.1" ABOVE THE GROUND SURFACE

EAST 1/16 CORNER OF SECTIONS 36&37, T11S, R67W
FOUND #6 REBAR WITH 2-1/2" DIA. ALUM. CAP, STAMPED
"2013, PLS 34594", 1.5" BELOW THE GROUND SURFACE

15' ROW DEDICATION PER FILE 17
MAP 864, RECEPTION NUMBER
CO406842, DATED 06/09/1998

300' ROW DEDICATION PER
RECEPTION NUMBER B555672, FILE
16 MAP 221, DATED 02/19/1985

SOUTHEAST CORNER OF LOT 1
FOUND #4 REBAR WITH BROKEN YELLOW PLASTIC CAP, 0.2" BELOW THE GROUND SURFACE

SOUTHEAST CORNER OF SECTION 35, T1S, R67W
FOUND 2-1/2" DIA. ALUM. CAP, STAMPED "ZBS INC.,
2006, LS 29028", 0.1" BELOW THE ASPHALT ROAD SURFACE IN A RANGE BOX

120TH AVENUE
BASIS OF BEARINGS: N89°44'46"E 1,319.21'

NOTE
This exhibit does not represent a monumented survey.

Exhibit A
TEMPORARY CONSTRUCTION EASEMENT
Parcel SDIT-0180
Second Creek Interceptor

DATE: 06/20/19
DWG. NO. SDIT-0180
SH 1 OF 1
NON-EXCLUSIVE
EASEMENT AGREEMENT

THIS AGREEMENT ("Easement Agreement"), made effective as of January 29, 2020, between JOE M. SISNEROS AND NIKKI L. SISNEROS, whose address is 12045 Wheeling Street, Henderson, CO 80640 ("Grantor"), referred to in the singular herein even if plural, and METRO WASTEWATER RECLAMATION DISTRICT, a public body politic and corporate and a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), whose legal address is 6450 York Street, Denver, Colorado 80229 (each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, Grantor is the owner of real property located in the County of Adams, State of Colorado, more particularly described on Exhibit A, attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, Grantor desires to grant to the District, a permanent, non-exclusive right to enter, reenter, occupy and use a portion of the Property in the location more particularly described in Exhibit B, attached hereto and made a part hereof (the "Easement Property"), in accordance with the provisions of this Easement Agreement.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, Grantor and the District agree as follows:

1. Grantor hereby grants to the District, its successors and assigns, the permanent, non-exclusive right to enter, reenter, occupy and use the Easement Property to construct, lay, install, inspect, monitor, maintain, repair, renew, substitute, change the size of, replace, remove, abandon in place, operate and use one or more underground sanitary sewer pipelines, force mains, manholes, electrical lines, control lines, sample lines, and all underground, surface and above ground equipment, appurtenances and facilities thereto or therein, of such size and capacity as necessary, desirable or required by the District in its sole discretion (the "Easement Purposes"). Grantor further provides that any third-party entity hired or contracted with the District may occupy, use, own, operate or install any surface or subsurface equipment, appurtenance and facilities within the Easement Property as deemed necessary, desirable or required by the District in its sole discretion upon reasonable notice to the Grantor or current owner of the Property.

2. Grantor also grants the District the right of ingress and egress over and across the Easement Property for personnel, vehicle and equipment reasonable or necessary for the Easement Purposes. The District shall also have the right to construct and maintain an all-weather roadway of varying width, as deemed necessary, desirable or required by the District in its sole discretion, along the length of the Easement Property to allow the District access for vehicles, personnel and equipment. Grantor hereby agrees that any such roadway within the Easement Property shall be kept free of obstacles and obstructions.
3. Grantor shall neither cause nor permit the construction or placement of any structure or building, street light, power pole, yard light, mailbox, well, reservoir, trash receptacle, or sign, temporary or permanent, or any other improvement, or the planting of any tree, woody plant or nursery stock, of any kind, on any part of the Easement Property without prior written approval from the District, which approval shall not be unreasonably withheld, conditioned or delayed. In making such an evaluation, the District will determine whether such placement or construction unreasonably interferes with the District's use of the Easement Property for the Easement Purposes. Fences existing as of the date hereof which do not impair access for vehicles, personnel and equipment through the length of the Easement Property which are disturbed or destroyed by the District exercise its rights hereunder shall be replaced by the District to their original condition as nearly as may reasonably be done. The Parties hereby acknowledge any existing fences within the Easement Property are depicted in the attached Exhibit B. Fences existing as of the date hereof which impair access for vehicles, personnel and equipment through the length of the Easement Property shall be modified to allow passage of vehicles, personnel and equipment by constructing a gate or other passage devise in the existing fence if applicable and desirable. Grantor shall not, however, construct or install new fencing that would impair access for vehicles, personnel and equipment through the length of the Easement Property, or otherwise unreasonably interfere with the District's use of the Easement Property for the Easement Purposes, without the written approval of the District. Grantor will, at Grantor's expense, move any vehicles, equipment or other personal property stored on the Easement Property as reasonably directed by the District. Any prohibited use or installation located on the Easement Property as of, or after the date of this Agreement, including new utility installations not conforming to Paragraph 8 hereof, may be removed by the District at Grantor's expense without liability to the District for damages, if any, arising therefrom.

4. The Grantor shall provide to the District all information within its possession or control about past and currently existing environmental contamination on the Property. Such information shall include but not be limited to environmental studies, reports, samples, agreements, liens, citations, notices, letters as well as information related to remediation work that has been done, is ongoing, or is planned to occur for the Property.

5. The District shall be responsible and liable for any and all costs, claims and other expenses incurred for or related to the installation, construction, replacement, removal, ownership, operation, repair and use of the Facilities located within the Easement Property except to the extent such costs, claims or other expenses are caused by the acts of Grantor, or its servants or agents.

6. After any construction or other operations by the District which disturb the surface of the Easement Property, the District will restore the general surface of the ground as nearly as may reasonably be done to the grade and condition it was in immediately prior to construction, except as necessarily modified to accommodate District facilities and uses permitted hereby. Topsoil shall be replaced in cultivated and agricultural areas, and any excess earth resulting from installations by the District shall be removed from the Easement Property at the sole expense of the District. For a period of one (1) year following disturbance of the surface of the Easement Property by the District, the District will maintain the surface elevation and quality of the soil by correcting any settling or subsidence that may occur as a result of the work done by the District and warrant any plantings or nursery stock that are approved to be planted within the Easement
Property for one (1) year following planting.

7. The District shall have the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of the rights herein granted. Grantor shall neither take nor permit any action which would impair the lateral or subjacent support for any sewer lines or other equipment, facilities or appurtenances within the Easement Property. Grantor shall not materially modify the earth cover over a District pipeline without advance written authorization from the District and shall provide for full payment or reimbursement to the District of all costs of adjusting District facilities made necessary by such modification as determined by the District.

8. Grantor retains the right to the undisturbed use and occupancy of the Easement and the Property insofar as such use and occupancy are subject to the restrictions of this Easement Agreement and any applicable access agreements between the Parties and are consistent with and do not impair or unreasonably interfere with any Easement Purpose or grant herein contained.

9. Grantor may authorize other utilities such as water, storm sewer, gas, electric, and telephone, to be installed in the Easement Property, provided that they do not interfere with the District's rights herein granted, that public utilities crossing the Easement Property cross at approximately right angles (with appropriate spacing) and that no utilities be permitted to parallel the District's facilities within ten (10) feet thereof. Except for utilities as herein authorized and for roadways, all other surface and subsurface uses of the Easement Property must be approved in writing by the District before installation. Unauthorized or non-conforming utility installations may be removed by the District without liability for damages, if any, arising therefrom.

10. If the District, by written instrument, abandons or releases its rights herein granted and ceases to use the same, all right, title and interest of the District hereunder shall cease and terminate, and the Grantor shall hold the Easement Property, as the same may then be, free from the rights so abandoned or released and shall own all material and structures of the District so abandoned or released, but nothing herein shall be construed as working a forfeiture or abandonment of any interest derived hereunder and not owned by the District at the time of the abandonment or release of the District's rights. In the absence of such express written abandonment as provided for herein, abandonment or cessation of the use of its facilities located on or under the Easement Property by the District shall not constitute an abandonment of its rights under this Agreement.

11. Grantor warrants that it has full right and lawful authority to make the grant herein contained and promises and agrees to defend the District in the exercise of its rights hereunder against any defect in its title to the Easement Property and Property, and against any defect in its right to make said grant. The individuals executing this Easement Agreement on behalf of the Parties represent and warrant that they are authorized to do so.

12. The benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.
13. Should any one or more provisions of this Agreement be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Agreement, the intent being that the various sections and provisions hereof are severable.

14. The above and foregoing constitutes the whole agreement between the Parties and no additional or different oral representation, promise or agreement shall be binding on any of the Parties hereto with respect to the subject matter of this instrument. The terms of this Easement Agreement may be modified only by a writing duly executed and acknowledged by the Parties hereto.
IN WITNESS WHEREOF the parties have executed this instrument as of the day and year first above written.

GRANTOR:

Joe M. Sisneros

Grantor's Address:
12045 Wheeling Street
Henderson, CO 80640-8851

STATE OF Colorado ss.
COUNTY OF Adams ss.

The foregoing instrument was acknowledged before me this 29 day of January, 2020, by Joe M. Sisneros.

Witness my hand and official seal.

My commission expires: June 14, 2023

Notary Public

GRANTOR:

Nikki L. Sisneros

STATE OF Colorado ss.
COUNTY OF Adams ss.

The foregoing instrument was acknowledged before me this 29 day of January, 2020, by Nikki L. Sisneros.

Witness my hand and official seal.

My commission expires: June 14, 2023

Notary Public
METRO WASTEWATER
RECLAMATION DISTRICT

By: ____________________________
    District Manager

By: ____________________________
    District General Counsel
Exhibit A

Lot 1, Block 1, Farmer Estates-Amended, County of Adams, State of Colorado.
EXHIBIT B

PROPERTY DESCRIPTION

PARCEL SDI-0180

Joe M. Sisneros and Nikki L. Sisneros

A Permanent Sanitary Sewer Easement being the southerly twenty-five (25.00) feet of LOT 1 BLOCK 1 FARNER ESTATES - AMENDED according to the plat thereof recorded June 9, 1998 at File 17 Map 864, Reception No. C0406842 in the Adams County Clerk and Recorder’s Office, being a portion of the Southeast Quarter of the Southeast Quarter of Section 36, Township 1 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado, being additionally described as follows:

BEGINNING at the Southwest Corner of said LOT 1 BLOCK 1, whence the Southeast Corner of said LOT 1 BLOCK 1 bears N89°46'46"E a distance of 227.51 feet;
THENCE N00°26'27"W along the westerly line of said LOT 1 BLOCK 1 a distance of 25.00 feet;
THENCE N89°46'46"E along a line being twenty-five (25.00) feet northerly of and parallel with the southerly line of said LOT 1 a distance of 227.67 feet;
THENCE S00°03'44"E along the easterly line of said LOT 1 BLOCK 1 a distance of 25.00 feet;
THENCE S89°46'46"W along said southerly line of LOT 1 BLOCK 1 a distance of 227.51 feet to the POINT OF BEGINNING.

Containing 5,690 square feet more or less.
SOUTHEAST 1/16 CORNER OF SECTION 36, T15, R67W
FOUND #5 REBAR WITH 2" DIA. ALUM. CAP, STAMPED "1996, PL 6973", FLUSH WITH THE GROUND SURFACE

EASTERLY LINE OF LOT 1

LOT 1 BLOCK 1 FARMER ESTATES-AMENDED

JOE M. SISNEROS AND NIKKI L. SISNEROS
AREA = 5,690 SQ FT ±

N00°26'27"W 25.00' 15' UTILITY AND DRAINAGE EASEMENT PER FILE 17 MAP 864, RECEPTION NUMBER C0406842, DATED 06/09/1998

BASIS OF BEARINGS: S89°46'46"W 227.51' 15' ROW DEDICATION PER FILE 17 MAP 864, RECEPTION NUMBER C0406842, DATED 06/09/1998

SOUTHEAST CORNER OF LOT 1
FOUND #4 REBAR WITH BROKEN YELLOW PLASTIC CAP, 0.2' BELOW THE GROUND SURFACE

16' UTILITY AND DRAINAGE EASEMENT PER FILE 17 MAP 864, RECEPTION NUMBER C0406842, DATED 06/09/1998

30.0' ROW DEDICATION PER RECEPTION NUMBER 5555872, FILE 16 MAP 221, DATED 02/19/1985

EAST 120TH AVENUE

N89°46'46"E 1,319.21' SOUTHERLY LINE OF LOT 1 BLOCK 1

SOUTHEAST CORNER OF SECTION 36, T15, R67W
FOUND 2-1/2" DIA. ALUM. CAP, STAMPED "ZBS INC., 2006, LS 29028", 0.1' BELOW THE ASPHALT ROAD SURFACE IN A RANGE BOX

CONFLICTING MONUMENT
FOUND #4 REBAR WITH 2-1/2" DIA. ALUM. CAP, STAMPED "LS 34183", IN A RANGE BOX

NOTE
This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

Jacob Soon, P.E.
Date: July 20, 2019
Job No.: 5319752-02
For and on Behalf of Merrick & Company

Exhibit B
Parcel SDI-0180
Second Creek Interceptor

DATE: 08/20/2019
DWG. NO.
SDI-0180
SH 2 OF 2
Attachment E

ADAMS COUNTY YORK STREET IMPROVEMENTS PROJECT
UTILITY RELOCATION AGREEMENT

This Agreement, made and entered into this 7 day of February, 2017, by and between Adams County, and the Metro Wastewater Reclamation District, a metropolitan sewage disposal district organized and existing pursuant to Part 5 of Article 4 of Title 32 of the Revised Statutes of the State of Colorado, hereinafter referred to as the “Metro District”; each hereinafter referred to individually as a “Party” or collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Colorado Department of Transportation (“CDOT”) is the owner of public right of way comprising State Highway 224 (“Site”) on which Adams County intends to construct significant roadway and drainage improvements (“York Street Improvements”); and,

WHEREAS, the Metro District currently owns and operates a sanitary sewer, known as the Barr Trunk Interceptor, through the Site; and,

WHEREAS, the construction of the York Street Improvements would conflict with the Barr Trunk Interceptor; and,

WHEREAS, relocation of the Barr Trunk Interceptor through the Site, as generally shown on Exhibit A attached hereto, hereinafter referred to as the “Relocation,” would eliminate the conflict.

NOW, THEREFORE, in consideration of the covenants and mutual promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Adams County shall have construction plans and specifications for the Relocation of the Barr Trunk Interceptor prepared as generally shown on Exhibit A.

2. The Metro District shall review, provide comments on and in its sole discretion, approve the construction plans and specifications. Metro District standards shall be used to develop the plans and specifications. The Metro District’s review shall not be unreasonably delayed.

3. Adams County shall pay all of the design and construction costs for the Relocation. In addition, Adams County will be responsible for any costs from damage to existing public or private improvements resulting from the Relocation. However, nothing in this Agreement shall be construed as waiving Adams County’s protections under the Colorado Governmental Immunity Act.

4. Adams County shall arrange for the construction of the Relocation, in accordance with the plans and specifications approved by the Metro District, by a responsible and responsive contractor. The contractor shall carry insurance as set forth below, and the Metro District will be included as an additional insured, except for workers’ compensation, on a primary and non-contributory basis. Proof of insurance shall be provided to the Metro District prior to the commencement of construction.
a. Commercial General Liability insurance of not less than $2,000,000 each occurrence and $2,000,000 aggregate;

b. Workers' Compensation coverage as required by statute;

c. Comprehensive Business/Automobile Liability insurance with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per accident;

d. Builder's Risk insurance covering the work under this Agreement; and

e. Contractor's Pollution Liability insurance with limits of $5,000,000 each occurrence and $5,000,000 aggregate.

5. The Relocation will require wastewater flow management (i.e., by-pass pumping). Adams County shall submit a Wastewater Flow Management Plan ("WFMP") and Discharge Emergency Response Plan ("DERP") that conform with the Metro District's current specifications, Sections 02070 and 02072. Said plans shall be submitted no later than fifteen (15) business days prior to starting construction on the Relocation. Construction on the Relocation shall not begin until the WFMP and DERP have been approved in writing by the Metro District and such construction shall conform to the WFMP as well as all other plans and specifications approved by the Metro District.

A contractor implementing the WFMP and/or the DERP is a contractor to Adams County, not the Metro District. Therefore, Adams County and its contractor will be responsible for compliance with all federal, state and/or local environmental laws and regulations and Adams County and its contractor shall be solely responsible for any noncompliance with those laws or regulations, including notification requirements.

In the event of a spill, overflow or discharge of pollutants, including raw wastewater, which may cause pollution of state waters,1 Adams County shall immediately notify the following parties:

a. Colorado Department of Public Health and Environment, Spill Report Line, 1-877-518-5608; and

b. National Response Center, 1-800-424-8802.

In addition to the reporting requirements of the paragraph above, Adams County shall immediately notify the Metro District's Process Control Center (303-286-3275) in the event of any spill, overflow or discharge of pollutants to the environment pertaining to the Relocation, regardless of whether or not it may cause pollution of state waters.

6. Adams County shall provide throughout the term of the construction of the Relocation, competent and qualified project administration and quality control. The Metro

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1 For purposes of this paragraph 5, the phrases "discharge of pollutants" and "state waters" shall have the same meanings as in the Colorado Water Quality Control Act, C.R.S. § 25-8-101, et seq.
District shall have the right to visit the Site and inspect the Relocation work at any time and to confer with the Adams County Project Manager.

7. The Metro District shall have the right to review and comment on all shop drawings and other contractor submittals pertaining to the Relocation. Adams County shall submit four (4) approved legible copies of such shop drawings and submittals to the Metro District prior to construction of the work described therein. In addition, all shop drawings and other submittals shall be provided to the Metro District as Adobe Portable Document Format (PDF) files.

8. Adams County shall notify the Metro District of any change to the construction plans or specifications during construction which involve the Relocation, and shall obtain Metro District approval, not to be unreasonably withheld or delayed, prior to authorizing such change.

9. Adams County shall be responsible for obtaining and complying with any permits or approvals necessary from any governmental entity with jurisdiction over the Relocation.

10. Adams County and the Metro District shall jointly inspect the Relocation during construction and upon completion of construction, and Adams County shall coordinate and pay for repairs of any defects caused by the Relocation.

11. Adams County shall not discharge wastewater to the Relocation until the Metro District has accepted the Relocation for operation and maintenance. The Metro District shall accept the Relocation for operation and maintenance only after the following have been completed:

   a. Adams County has certified that the entire Relocation has positive slope and the manhole invert elevations are all within 0.04 feet of the design elevations approved by the Metro District.

   b. Final inspection and approval by the Metro District, which will be based on compliance with all Metro District standards and the submitted plans referred to herein, which will not be unreasonably delayed.

12. Ownership of the sanitary sewer line in the Relocation shall be transferred by bill of sale in the form attached hereto as Exhibit B by Adams County upon acceptance of the Relocation by the Metro District.

13. Adams County shall warranty the Relocation for a period of one (1) year from the date of acceptance by the Metro District.

14. Adams County shall be solely responsible for all claims, costs, losses, damages, suits, administrative proceedings, expenses, liabilities, fines, penalties, and sanctions of every kind (including, without limitation, reasonable attorneys’ fees, court costs, and costs of investigation) incurred by the Metro District, arising out of or resulting from the County’s, or its contractor’s, negligent performance under this Agreement (hereinafter, “Metro District Losses”). The Parties agree that the scope of this provision includes, but is not limited to, bodily injury or property damage or other Metro District Losses that may arise under (i) any federal
environmental laws or regulations including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendment and Reauthorization Act and the Federal Water Pollution Control Act; (ii) any state and local laws; (iii) any regulations, permits, orders, decrees, binding agreements, and other binding obligations relating to the administration of such federal, state and local laws; and (iv) any common-law requirements that relate to the environment, natural resources, health or safety.

15. In the event of a default, in addition to any remedies that may be available to the Parties in law or in equity, the Parties shall be entitled to seek specific performance or injunctive relief to enforce the provisions of this Agreement. However, prior to filing legal action, the Party alleging the default shall first provide notice of the default to the other Party and allow a minimum of fourteen (14) days to cure the default.

16. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. The Parties consent to venue for any legal action relating to the Agreement being in the District Court in and for the City and County of Denver. In any legal action for damages or to enforce the terms of this Agreement, except as provided in Section 14, above, the parties shall pay their own attorneys’ fees and costs.

17. The enforcement of the terms and conditions of this Agreement and all rights of action relating to enforcement shall be strictly reserved to the Parties. No third party beneficiary rights shall be created by this Agreement in favor of any person not a Party to this Agreement, unless the Parties mutually agree otherwise in writing.

18. Neither Party shall be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following occurrences: strikes, labor disturbances or disputes, failure of any government (other than the Parties to this Agreement) or third party action or approval required for full performance, riots, civil disorders, war, floods, earthquakes, act of God, explosions, or similar occurrences outside the control of such Party.

19. Except as otherwise required in this Agreement, any notice shall be deemed to be validly given at the time that written notice is delivered in person, received by registered mail, postage prepaid, or transmitted by facsimile (with confirmation of receipt) to the following addresses:

To the Metro District:  
District Manager  
Metro Wastewater Reclamation District  
6450 York Street  
Denver, CO 80229  
303-286-3030

To Adams County:  
Director of Transportation  
Adams County  
4430 South Adams County Parkway  
Brighton, CO 80601
20. This Agreement is intended as a complete integration of all understandings between the Parties pertaining to the Relocation. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect, unless embodied herein or in a written amendment or other agreement executed by the Parties. This Agreement and any amendments shall be binding upon the Parties, their successors and assigns.

21. In the event any provision of this Agreement is found to be invalid, void, or otherwise unenforceable by a court of competent jurisdiction or by operation of applicable law, such invalid, void, or unenforceable provision shall not affect the validity of the Agreement as a whole and the remainder of the Agreement shall be given full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized respective representatives as of the date and year written above.

METRO WASTEWATER RECLAMATION DISTRICT

By: [Signature]
District Manager
[Signature]
January 5, 2017

APPROVED AS TO FORM

By: [Signature]
District General Counsel
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

By: 
Chair to the Board

ATTEST:
By: 
Clerk to the Board

APPROVED AS TO FORM
By: 
County Attorney’s Office
Exhibit B

BILL OF SALE

This instrument is executed and delivered as of the _______ day of ___________ 20__, by and between the Metro Wastewater Reclamation District, a metropolitan sewage disposal district organized and existing pursuant to Article 4 of Title 32, C.R.S. (“Metro”) (Transferee) and Adams County.

1. Sale of Personalty. For good and valuable consideration, Adams County hereby sells, transfers, sets over and conveys to Metro the following (the “Personal Property”):

   (a) Tangible Personalty. All of Adams County’s right, title, and interest in and to the Barr Trunk Interceptor Relocation as described in the Adams County York Street Improvements Project Utility Relocation Agreement and being more particularly depicted as follows:

      See Exhibit A attached hereto and made a part hereof.

   (b) Intangible Personalty. All the right, title and interest of Adams County, if any, in and to assignable licenses and permits relating to the operation of the Barr Trunk Interceptor.

2. Covenants. Adams County covenants with Metro that it is the lawful owner of the Personal Property; that to Adams County’s knowledge the Personal Property is free and clear of all encumbrances; that it has full right to sell and transfer the Personal Property. Upon transfer of the Personal Property all rights and obligations relating thereto shall be Transferee’s.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date written above.

METRO WASTEWATER RECLAMATION DISTRICT

By: __________________________
Name: _________________________
Title: __________________________

BOARD OF COUNTY COMMISSIONERS ADAMS COUNTY, COLORADO

By: __________________________
Name: _________________________
Title: __________________________

APPROVED AS TO FORM:

District General Counsel

APPROVED AS TO FORM:

County Attorney’s Office
STATE OF COLORADO )
COUNTY OF _________________ )

The foregoing Bill of Sale was acknowledged before me this _________________ day of
______________, 20__, by ________________________________ (Name)
as ________________________________ (Title)

Witness my hand and official seal.

My commission expires: ________________________________

_____________________________________________________
Notary Public
Business Address: ________________________________

STATE OF COLORADO )
COUNTY OF _________________ )

The foregoing Bill of Sale was acknowledged before me this _________________ day of
______________, 20__, by ________________________________ (Name)
as ________________________________ (Title)
of the Metro Wastewater Reclamation District.

Witness my hand and official seal.

My commission expires: ________________________________

_____________________________________________________
Notary Public
Business Address: ________________________________