

PUBLIC WORKS MEMORANDUM
#18-2024

DATE: March 18, 2024

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager *hmg*
Jason Loveland, Deputy City Manager *AL2*

FROM: Kent Kisselman PE, Director of Public Works *FKK*
Tamara Moon, Environmental Manager

SUBJECT: CR-79 – Adams 12 Five Star Schools IGA for Consolidated CDPS MS4 Stormwater Phase II Permit Services

PURPOSE

To consider CR-79, a resolution approving an Intergovernmental Agreement (IGA) with Adams 12 Five Star Schools to provide MS4 permit services at facilities located within Northglenn's service boundaries.

BACKGROUND

Adams 12 Five Star Schools is one of numerous entities within the State that are subject to the requirements of the Colorado Discharge Permit System (CDPS), Phase II Municipal Separate Storm Sewer System (MS4) requirements. The City holds its own MS4 permit, which is also issued under the Colorado Discharge Permit System.

For Adams 12 to be compliant with the terms of their MS4 permit, they must utilize infrastructure that belongs to the City, and is, therefore, part of Northglenn's storm sewer system.

The proposed IGA between the City and the school district allows for continued use of the City's infrastructure to convey storm drainage away from school property. The IGA allows the City to take enforcement actions as stated in the Municipal Code if stormwater leaving school district property is considered an illicit discharge.

The IGA terms for the school district require maintenance of stormwater facilities on school property to be managed by the district. Adams 12 would also be required to follow all City stormwater permitting requirements should they undertake any construction projects within the City's MS4 service area.

BUDGET/TIME IMPLICATIONS

There are no time or budget implications to this IGA at this time.

STAFF RECOMMENDATION

Staff recommends approval of CR-79, a resolution that, if approved, would authorize the Mayor to execute the Adams 12 Five Star Schools IGA for Consolidated CDPS MS4 Stormwater Phase II Permit Services on behalf of the City.

STAFF REFERENCE

If Council Members have any questions, please contact Kent Kisselman, Director of Public Works, at kkisselman@northglenn.org or 303.450.4005.

CR-79 – Adams 12 Five Star Schools IGA for Consolidated CDPS MS4 Stormwater Phase II Permit Services
Adams 12 Five Star Schools Stormwater IGA

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-79
Series of 2024

Series of 2024

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND ADAMS 12 FIVE STAR SCHOOLS FOR THE PROVISION OF COLORADO DISCHARGE PERMIT SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM – STORMWATER PHASE II PERMIT SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Intergovernmental Agreement between the City of Northglenn and Adams 12 Five Star Schools, attached hereto, for the provision of Colorado Discharge Permit System Municipal Separate Storm Sewer System – Stormwater Phase II Permit Services his hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this _____ day of _____, 2024.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, MMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**INTERGOVERNMENTAL AGREEMENT
FOR PROVISION OF COLORADO DISCHARGE PERMIT SYSTEM
MUNICIPAL SEPARATE STORM SEWER SYSTEM - STORMWATER PHASE II PERMIT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF COLORADO DISCHARGE PERMIT SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM STORMWATER PHASE II PERMIT SERVICES ("Agreement") is made and entered into and effective the ____ day of _____ 20____ by and between ADAMS 12 FIVE STAR SCHOOLS, a school district in Northglenn, Colorado ("Adams 12"), and the City of Northglenn, COLORADO, a Colorado home rule municipality ("City"), and provides as follows:

RECITALS:

WHEREAS, Colorado law, through the provisions of the Colorado Water Quality Control Act, (25-8-101 et seq., CRS, 1973 as amended) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1251 et seq.) allows the City to accept responsibility for compliance with State Stormwater Phase II permits and procedures; and

WHEREAS, the City desires to provide consolidated Colorado Discharge Permit System (CDPS), Municipal Separate Stormwater System (MS4), and related stormwater permitting services to Adams 12 within its jurisdictional boundaries (per COR070000 Part I F.5.) that are necessary for compliance with CDPS MS4 Phase II regulations; and

WHEREAS, all of the areas subject to CDPS MS4 Phase II discharge permitting are within the jurisdictional boundaries of the City; and

WHEREAS, Adams 12 has placed a high priority on functional stormwater management and stormwater quality and is desirous of entering into this Agreement with the City to obtain consolidated CDPS MS4 Phase II discharge permit ("MS4 permit") services; and

NOW, THEREFORE, in consideration of the recitals, terms, conditions, and promises contained in this Agreement, Adams 12 and the City agree as follows:

1. Duties of the City. The City shall provide partial CDPS MS4 permit services on behalf of Adams 12 upon terms and conditions hereinafter set forth. The City will provide for Adams 12 the services stated in the scope of work attached hereto and incorporated herein as Exhibit A. On the effective date of the CDPS MS4 permit issued to Adams 12 by Colorado Department of Public Health and Environment (CDPHE), the City shall exercise partial responsibility for the administration and management of CDPS MS4 program compliance for Adams 12 as an entity covered under the MS4 permit. The City and Adams 12 agree they have mutual and individual obligations under the Agreement to initiate and perform enforcement activities in order to maintain compliance with the CDPS MS4 permit provisions.
2. Duties of Adams 12.
 - A. Adams 12 agrees to reasonably assist the City with the performance of the City's duties as described in Exhibit A of this Agreement and as listed in this subparagraph A:
 - i. Authorize the City to issue a Notice of Violation (NOV) to a stormwater construction permit holder and/or property owner for violation of the City's enforcement response plan, as may be amended from time to time, and/or Colorado law concerning CDPS MS4 permit

- requirements, pursuant to the City's duties under Sections A.iii., A.iv., and A.v. of Exhibit A.
- B. Adams 12 agrees to reasonably provide current and historic documentation, including permit program descriptions, municipal operation plans, runoff control plans and annual reports, current resolutions, current construction and post-construction permit files, and other technical data necessary for the City to maintain an MS4 permit.
- C. Adams 12 shall inform the City, and provide a duplicate copy of, any permit related correspondence with regulatory agencies which may affect the City's performance of its duties under Section 1 of this Agreement.
- D. Adams 12 agrees to take no intentional actions or perform any activity that can reasonably be foreseen to jeopardize the compliance status of the City's MS4 permit with CDPHE.
- i. Adams 12 agrees that if the City is found to be in violation of the City's CDPS MS4 permit, and the violation can be attributed to an action on the part of Adams 12, then Adams 12 shall be liable for any associated fee, fine, compliance order, or penalty incurred by the City and shall assist the City in addressing, mitigating, and responding to the violation.
- ii. The City and Adams 12 acknowledge that the City retains liability for findings by CDPHE of non-compliance against the CDPS MS4 permit currently held by the City (COR090010), and any associated fee, fine, compliance order, or penalty charged thereto.
3. Geographic Area Applicability. This Agreement will only apply to the geographical area as shown on the maps, attached hereto and incorporated herein as Exhibit B, or as otherwise amended and agreed upon by both parties, in accordance with MS4 permit requirements.
4. Term. The City and Adams 12 agree that their respective duties under this Agreement shall commence on the effective date, and continue for a period concurrent with the term of the City's CDPS MS4 permit, subject to the following:
- A. Either party may initiate a review and negotiated modification of this Agreement on a yearly basis, beginning no sooner than October 1st of each calendar year, to take effect January 1st of the subsequent year. Amendments or modifications of this Agreement shall require a written agreement executed by the parties hereto.
- B. Notwithstanding any provision herein contained, either party may terminate the Agreement without cause upon written notification of intent to terminate to the remaining party One Hundred Twenty (120) calendar days in advance of such termination date. Upon receipt of a notice of intent to terminate, both parties are individually responsible for informing the State of Colorado of the future change in permit coverage. Upon termination or expiration of this Agreement, the City shall immediately cease service work, and deliver to Adams 12 all documents, papers, calculations, notes, reports, drawings, or other technical papers prepared by or provided to the City under the terms of this Agreement.
- C. The expenditure of public funds by either party hereto shall be subject to the requirement of unit rates.
5. Fee for Service. For the services provided by the City pursuant to this Agreement, Adams 12 shall pay according to the rates listed in Exhibit C, attached hereto and incorporated herein. The rates may be adjusted from time to time by written agreement of the parties. Adams 12 will be invoiced based on services provided by the City and per the established fees in Exhibit C.

6. Relationship between Parties. The City is contracted only for the purpose and to the extent set forth in this Agreement, and its relationship to Adams 12 shall be that of an independent contractor.
7. Assumption of Risk and Governmental Immunity. The parties to this Agreement agree that each party shall bear responsibility for its own negligence and neither shall be responsible for indemnifying the other pertaining to the subject matter of this Agreement. Nothing herein shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act (CGIA) as it now exists, or as it may be hereafter amended, as pertains to limits on liability by governmental entities for claims or injuries to persons or property. Liability for damages for activities conducted by either party pursuant to this Agreement shall be controlled and limited in accordance with the CGIA.
8. Assignment. Neither party shall assign such party's rights or interest under this Agreement without the prior written consent of the other.
9. Entire Agreement. This Agreement shall constitute the entire agreement between Adams 12 and the City. Any prior understanding or representation of any kind preceding the effective date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.
10. Amendment. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party.
11. Non-Waiver. The failure of either party to this Agreement to insist on the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
12. Venue. This Agreement is formed in accordance with laws of the State of Colorado and venue for any action hereunder shall be in the Adams County district court.
13. Standard of Care. The City shall fully and faithfully perform the work required under this Agreement in accordance with the appropriate standards of care, skill, training, diligence, and judgment provided by contractors who perform work of a similar nature to the work described in this Agreement.
14. Dispute Resolution. Disputes arising under, out of, or related to this Agreement or the work which is the subject of this Agreement shall be first addressed by informal means by and among technical staff and management of the parties to the Agreement. If informal means are unsuccessful, disputes shall be mediated using an independent third party. If both informal means and mediation are unsuccessful, the parties expressly reserve the right to pursue any other remedy available pursuant to Colorado law. The parties hereto agree that attempts at informal resolution through mediation shall be a precondition to other action being taken.
15. Cooperation with Adams 12. In providing services in regards to the subject matter of this Agreement, the technical staff of the City shall work cooperatively and in good faith with Adams 12.
16. Agreement Provisions Severable. If any of the provisions of this Agreement are deemed to be invalid or unenforceable, such provisions shall be deemed severable from the remainder of this

Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If any provisions are deemed invalid because of its scope, this provision shall be deemed valid to the extent of the scope permitted by law.

17. Annual Appropriation. Any financial obligation of the parties set forth in this Agreement are subject to annual appropriations.

CITY OF NORTHGLENN

ADAMS 12 FIVE STAR SCHOOLS

Meredith Leighty, Mayor



Pat Hamilton, Chief Operating Officer

ATTEST:

City Clerk



Geoff Mills, Environmental Services Manager

APPROVED AS TO LEGAL FORM:

City Attorney's Office

State of Colorado
County of Adams

The foregoing instrument was acknowledged before me
this 19th day of January, 2024 by Pat Hamilton as
Chief Operating Officer and Geoff Mills as Environmental
Services Manager of Adams 12 Five Star Schools.
Witness my hand and official seal.

My commission expires: March 11, 2027

Susan C Parker
Notary Public

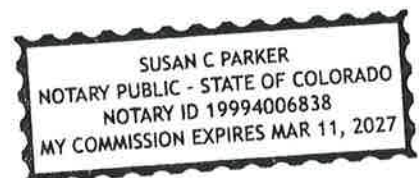


EXHIBIT A
SCOPE OF WORK

- A. Beginning on the effective date, subject to the specific terms of this Agreement, the City shall budget for, administer, coordinate, and perform the following program elements shown as minimum control measures identified below.
- i. Construction program activities as described in the CDPS MS4 permit, specifically including review and approval of construction site stormwater management plans (CSWMPs), issuance of construction stormwater permits (AKA Grading Permit), and associated construction related inspection and auditing activities, as assisted by Adams 12.
 - ii. Adams 12 will identify the City as an external review agency for Adams 12's project which are subject to the City's CSWMP review and stormwater construction permit activities.
 - iii. The City will require projects disturbing equal to or greater than 1.0 acre within the City's MS4 permit jurisdiction to be subject to the City's CSWMP review and stormwater construction permit provisions.
 - iv. Post-construction program activities as described in the CDPS MS4 permit, including, but not limited to: review and approval of post-construction stormwater control measure requirements contained within final drainage reports or other applicable documents; and associated post-construction inspection and auditing activities, as assisted by Adams 12.
 - v. The City shall work directly to advise Adams 12 of sites that require stormwater construction permits and post-construction stormwater control measures to maintain sites in compliance with stormwater quality requirements contained within the CDPS MS4 permit. Adams 12 will be required to be the responsible official for the CDPS MS4 permit. If continued non-compliance or blatant disregard of stormwater requirements is documented by the City, or work is being done without appropriate approvals and permits and enforcement actions are necessary, then it shall be the City's responsibility to initiate enforcement actions pursuant to the authority granted to the City's staff as described under Section 2, Paragraph A of the Agreement. Upon initiation of enforcement activities, the City shall provide documentation, field support, testimony, or other support as needed, for legal actions initiated by the City.
 - vi. The City will not provide support for any of Adams 12's non-standard permit requirements related to public education and outreach, pollution prevention/good housekeeping for Adams 12's operations, or other sections of Adams 12's non-standard permit not specified above.
- B. To the extent allowed by law, the City shall budget for, administer, coordinate, and perform the following tasks associated with program elements shown as minimum control measures in the City's CDPS MS4 permit program description.
- i. Illicit discharge detection and elimination (IDDE) activities specifically identified below and described in the City's CDPS MS4 permit program description.
 - a. Operation of a stormwater hotline.
 - b. Coordination and performance of storm drain system mapping efforts. Provide accurate records, files, mapping, mailing list, and other documents and information necessary to establish the jurisdictional boundaries, type, and ownership of properties within the jurisdictional boundaries and physical facilities of Adams 12 for which the City will be providing services, and shall reasonably provide any updates or changes to this information as necessary, as assisted by Adams 12.
 - c. Continuation of pollution awareness efforts, such as the website, radio ads, fliers, news publications, with the hotline phone number.
 - d. The City will provide Adams 12 technical staff assistance, for enforcement activities associated with issuing NOV's for stormwater construction violations as outlined in the City's enforcement response plan.
 - e. Coordinate reviews of Adams 12 facilities and program documentation for compliance with the respective MS4 requirements, as assisted by Adams 12.

- f. Maintain an effective IDDE program for facilities owned and operated by Adams 12 and comply with CDPHE regulations and the City's CDPS MS4 permit program description, as assisted by Adams 12.
 - ii. The City may periodically review Adams 12s' IDDE program at the request of Adams 12 to ensure Adams 12 is maintaining an effective program in compliance with the City's CDPS MS4 permit program description.
 - iii. Adams 12 will remediate small spills (<5 gallons). If City is made aware of a spill within Adams 12's geographical area as indicated on Exhibit B, City will communicate the spill to Adams 12 to provide Adams 12 opportunity to address the spill, including hiring associated contractors, if required. If Adams 12 is not available or otherwise fails to address the spill, the City will address the spill which may include retaining appropriate contractor(s) and will back charge Adams 12 for the incurred costs.
- C. The City shall inform Adams 12 of any permit related correspondence with regulatory agencies which may affect Adams 12s' operations or Adams 12s' performance of its duties pursuant to this Agreement, and provide Adams 12 a duplicate copy.
- D. The City shall diligently maintain their CDPS MS4 permit consistent with State of Colorado regulations and approval criteria to ensure continued coverage of Adams 12 as an entity covered under said permit. The City shall coordinate with CDPHE on the type and extent of any submittals required, accumulate documents, and/or prepare or coordinate creation of new documents as required for the submittals.
 - i. The City shall administer, maintain, prepare annual reports for, and renew the CDPS MS4 permit. Adams 12 will be required to maintain individual annual reporting requirements for the non-standard permit. The City shall provide Adams 12 the City's documentation for Adams 12 facilities on an annual basis. This documentation will be provided to Adams 12 by January 31 of the following year of the reporting period.
 - ii. Nothing in this section is intended to force the City to continue to hold a CPDS MS4 permit on behalf of Adams 12 in violation of CDPHE approval criteria or in violation of applicable law. It is understood that CDPHE retains the right to rescind the City's ability to hold the CPDS MS4 permit on behalf of Adams 12 if future conditions so warrant.
 - iii. The City and Adams 12 shall each be individually responsible for any permit requirements should they arise during the term of this Agreement from total maximum daily load assessments for waterways within the City limits. Nothing in this agreement shall prohibit the collaboration of the parties related to sampling or source location/identification.
 - iv. Per CDPHE guidance, Adams 12 shall be responsible for all permit recordkeeping requirements as they pertain directly to the non-standard permit, COR070000, even if some of the recordkeeping should duplicate the City's efforts. The City shall provide Adams 12 the City's documentation for Adams 12 facilities on an annual basis. This documentation will be provided to Adams 12 by January 31 of the following year of the reporting period.
- E. Each party will designate a representative (to be determined by each party) to be a point of contact between the City and Adams 12 to facilitate communication between the parties regarding technical items, emergency matters, strategic planning, and permit compliance issues in order to assist the City in performing its duties identified in the Agreement.

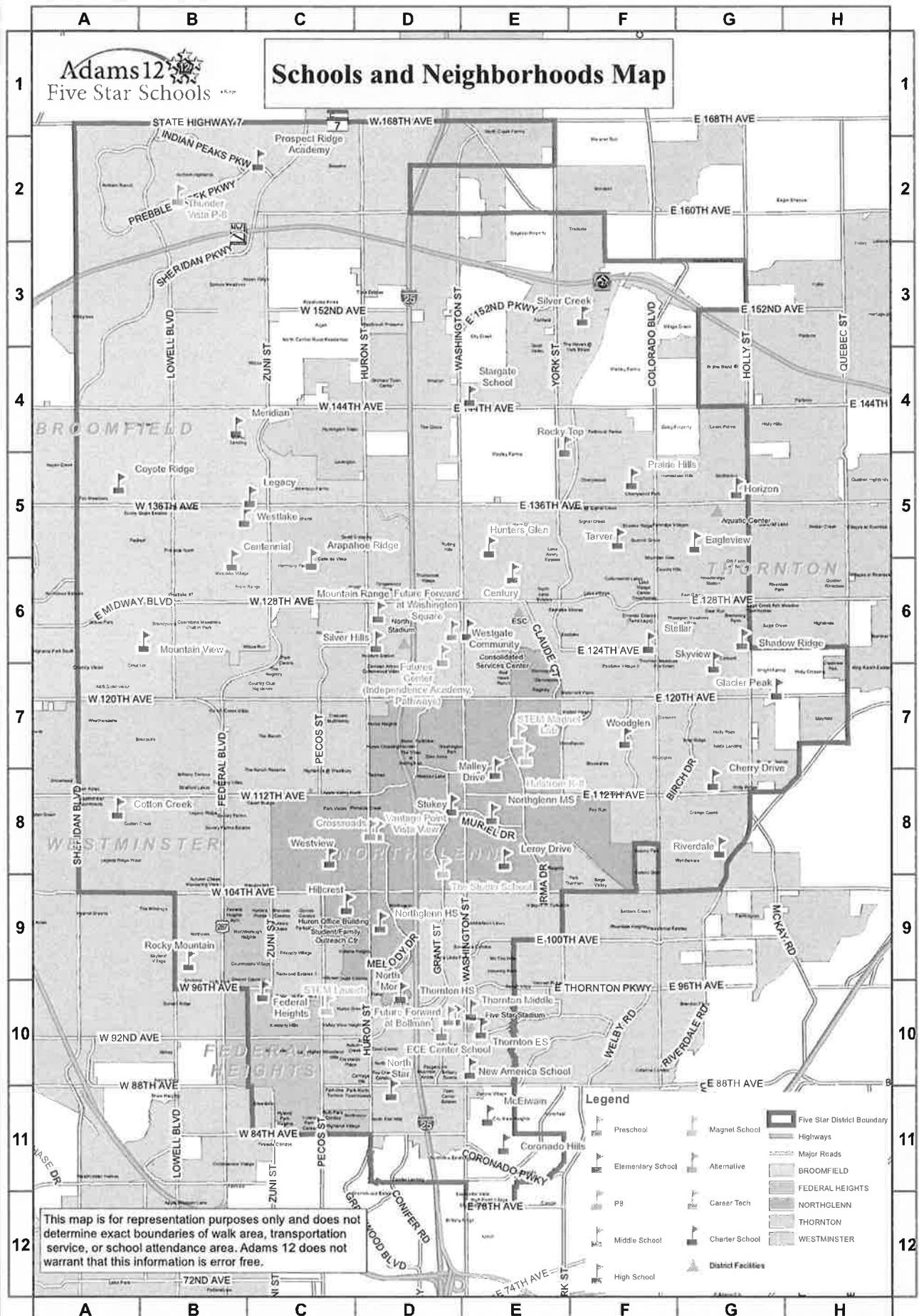
EXHIBIT B
GEOGRAPHIC AREA APPLICABILITY

Exhibit B -

Adams 12 Five Star Schools Facilities Located Within the City of Northglenn

No.	MS4 Portion - School/Facility Name	Address	City	Zip Code
N01	Hillcrest Elementary School	10335 Croke Dr	Northglenn	80260
N02	Hulstrom K-8	11551 Wyco Dr	Northglenn	80233
N03	Leroy Elementary School	1451 Leroy Dr	Northglenn	80233
N04	Malley Drive Elementary School	1300 Malley Dr	Northglenn	80233
N05	North Mor Elementary School	9580 Damon Dr	Northglenn	80260
N06	Northglenn High School	601 W 100th Pl	Northglenn	80260
N07	Northglenn Middle School	1123 Muriel Dr	Northglenn	80233
N08	STEM Lab	11700 Irma Dr	Northglenn	80233
N09	Stukey Elementary School	11080 Grant Dr	Northglenn	80233
N10	The Studio School	10604 Grant Dr	Northglenn	80233
N11	Vantage Point High School	10900 Huron St	Northglenn	80234
N12	Westview Elementary School	1300 Roseanna Dr	Northglenn	80234

Schools and Neighborhoods Map



This map is for representation purposes only and does not determine exact boundaries of walk area, transportation service, or school attendance area. Adams 12 does not warrant that this information is error free.

Legend

Elementary Schools (K-5)

- 1 Arapahoe Ridge ES C-6
- 2 Centennial ES B-4
- 3 Cherry Drive ES C-8
- 4 Coronado Hills ES E-11
- 5 Cotton Creek ES A-8
- 6 Coyote Ridge ES A-9
- 7 Eagleview ES G-6
- 8 Federal Heights ES C-10
- 9 Glacier Peak ES C-7
- 10 Hillcrest ES C-9
- 11 Hunters Glen ES C-5
- 12 Leroy Drive ES E-6
- 13 Malley Drive ES E-8
- 14 McElwain ES E-11
- 15 Meridian ES B-4
- 16 Mountain View ES E-6
- 17 North Star ES D-10
- 18 North Star ES D-11
- 19 Prairie Hills ES F-5
- 20 Riverdale ES C-16
- 21 Rocky Mountain ES B-8
- 22 Silver Creek ES F-3
- 23 Skyview ES G-7
- 24 Stellar ES F-5

P8 Schools (P-8)

- 1 Thunder Vista P8 B-2

Middle Schools (6-8)

- 1 Century MS E-5
- 2 Northglenn MS E-6
- 3 Rocky Top MS E-4
- 4 Shadow Ridge MS G-6

High Schools (9-12)

- 1 Horizon HS G-5
- 2 Legacy HS E-5
- 3 Mountain Range HS D-5
- 4 Northglenn HS D-9
- 5 Thornton HS D-10
- 5 Silver Hills MS D-8
- 6 Thornton MS E-10
- 7 Westlake MS B-5

Alternative Schools (6-12)

- 1 Crossroads D-9
- 2 Futures Center (Pathways, Independence Academy) D-7
- 3 Vantage Point/Vista View D-5

Magnet Schools

- 1 Hulstom K-8 E-7
- 2 The Studio School K-5 D-8
- 3 STEM Launch K-8 C-10
- 4 STEM Magnel Lab K-8 E-7

Charter Schools

- 1 Prospect Ridge Academy C-2
- 2 Slargate School F-5
- 3 The New America School E-10
- 4 Westgate Community School E-6

Other District Facilities

- 1 Aquatic Center G-5
- 2 Consolidated Services Center (Transportation/Outside Services) E-5
- 3 ECE Center School D-10
- 4 Educational Support Center E-6
- 5 Five Star Stadium and Annex C-10
- 6 Huron Office Building (HOB) D-8
- 7 North Stadium D-6
- 8 Student/Family Resource Center D-11

Hillcrest ES

W 103RD PL

Adams 12 Five Star Schools

Football/Soccer

Adams 12 Five Star Schools

W 103RD AVE

CROKE DR

W 102ND PL

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
Aerial Photo Date: 20120316

Hulstrom K-8

City of Northglenn

Adams 12 Five Star Schools

E 116TH PL

E 116TH AVE

E 115TH PL

WACO DR

GILPIN ST

E 115TH AVE

HIGH ST

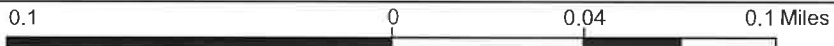
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Legend

- Address
- Highways (2,000 - 3,000)
 - Interstate
 - Highway
 - Tollway
- County Parks and Open Space
- Cities
 - Arvada
 - Aurora
 - Bennett
 - Brighton
 - Commerce City
 - Federal Heights
 - Lochbuie
 - Northglenn
 - Thornton
 - Westminster
- Small Lakes
- Major Lakes
- Rivers
 - Canal
 - Ditch
 - Primary Creek
 - River
 - Secondary Creek
 - Stream
- Parcels
- County Boundary

1: 2,262



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Leroy Elementary School
1451 Leroy Dr., Northglenn, CO 80233

Malley Drive ES



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

North Mor ES



City of Thornton

Softball

AD12

Adams 12 Five Star Schools

AD12

CDOT

Multi-Purpose Field

CDOT

Millenium Center Development Co.

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Northglenn HS

Public Service Company

Adams 12 Five Star Schools

Baseball

Football/Track

Adams 12 Five Star Schools

Softball

MONTEREY CIR

City of Northglenn

MELODY DR

City of Northglenn

HURON ST

W 100TH PL

BELFORD DR

DODGE DR

WIVER AVE

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Northglenn MS

ELMER DR

OGDEN ST

E 110TH PL

Football/Track

LARSON DR

ROSALIE DR

Adams 12 Five Star Schools

LARRY DR

ALVIN DR

E 109TH PL

MURIEL DR

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

STEM Lab/Hulstrom

PHILLIPS DR

Adams 12 Five Star Schools

E 117TH CT

E 117TH WAY

FOWLER DR

City of Northglenn

E 116TH PL

E 116TH AVE

Adams 12 Five Star Schools

WYCO DR

MALLEY DR

BILPIN ST

E 115TH AVE

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Stukey ES



Adams 12 Five Star Schools

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

The Studio School



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Vantage Point HS
Vista View HS
Crossroads MS
ASTAR

City of Northglenn

City of Northglenn

City of Northglenn

Adams 12 Five Star Schools

Football/Track

Softball Field

HURON ST

MANET WAY

ROSEANNA DR

LAMBERT LN

HERMOSUCT

Adams 12 Five Star Schools

KENNEDY DR

HURON ST

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Westview ES



PECOS ST

City of Northglenn

ROSEANNA DR

CLAIRE LN

Adams 12 Five Star Schools

Templo Bethel
Assembly of God

Northglenn Methodist Church

BREWER DR

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

EXHIBIT C
FEE RATE TABLE

SERVICE	FEE
Engineering Review (e.g. Drainage Reports, Civil Drawings, SWMPs, and O&M Manuals)	Based on current City Development Review Process fee schedule
Maintenance of Permanent Stormwater Structures as Communicated by the City	Adams 12 Responsible for all maintenance costs on Permanent Stormwater Structures located on Adams 12 properties
Illicit Discharges ¹	Cost based on invoice from City-selected contractor in event City must address the illicit discharge
Enforcement ²	NOV - \$up to \$499.00 Stop Work Order - \$250.00 - \$500.00

Notes:

- 1 If City is made aware of an illicit discharge within Adams 12's geographical area as indicated on Exhibit B, City will communicate the illicit discharge to Adams 12 to provide Adams 12 opportunity to address the discharge, including hiring associated contractors, if required. If Adams 12 is not available or otherwise fails to address the illicit discharge, the City will address the illicit discharge which may include retaining appropriate contractor(s) and will back charge Adams 12 for the incurred costs.
- 2 Enforcement fines will be issued in accordance with the City's current enforcement response plan.