



Administration Building  
East Hearing Room  
5334 S. Prince St.  
Littleton, CO 80120  
303-795-4630  
303-738-7915 TTY  
303-795-4630 Audio Agenda Line

Nancy A. Doty, Chair, District 1  
Nancy Sharpe, District 2  
Rod Bockenfeld, District 3  
Nancy Jackson, Chair Pro-Tem, District 4  
Bill Holen, District 5

## **Public Meeting**

**April 19, 2016**  
**9:30 A.M.**

The Board of County Commissioners holds its weekly Public Hearing at 9:30 a.m. on Tuesdays. Public Hearings are open to the public and items for discussion are included on this agenda. Items listed on the consent agenda are adopted with one vote. Items listed under regular business are considered separately. Agendas are available through the Commissioners' Office or through the County's web site at [www.arapahoegov.com](http://www.arapahoegov.com). Questions about this agenda, please contact the Commissioners' Office at 303-795-4630 or by e-mail at [commissioners@arapahoegov.com](mailto:commissioners@arapahoegov.com).

### **CALL TO ORDER**

Arapahoe County Board of County Commissioners

### **INTRODUCTION**

Ron Carl, County Attorney  
Joleen Sanchez, Asst. Clerk to the Board

### **ROLL CALL**

### **PLEDGE OF ALLEGIANCE**

### **MODIFICATION TO THE AGENDA**

### **ADOPTION OF THE AGENDA**

### **CITIZEN COMMENT PERIOD**

Citizens are invited to speak to the Commissioners on non-agenda items. There is a 3-minute time limit per person, unless otherwise noted by the Chair.

### **CONSENT AGENDA**

#### **1. Abatement**

Adoption of a resolution approving the recommendations of the Assessor for an abatement petition as a result of agreements reached between taxpayers and the County regarding the value of property for property tax purposes, pursuant to the terms contained therein

*Ron Carl, County Attorney*  
*Karen Thompson, Paralegal, County Attorney's Office*

Documents: [4-19-16 BSR PAGE ONE.DOC](#), [4-19-16 PAGE TWO.XLSX](#), [SAMPLE ABATEMENT APPROVAL.DOC](#)

**2. Agreement Between Arapahoe County and Denver Health and Hospital Authority**

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign an Agreement for Services between Arapahoe County and Denver Health and Hospital Authority to provide Inmate Security for Justice Center Detention Facility inmates admitted to Denver Health Medical Center, pursuant to the terms contained therein

*Olga Fujaros, Budget & Logistics Manager, Sheriff's Office*  
*Vincent Line, Detentions Bureau Chief, Sheriff's Office*  
*David C. Walcher, Sheriff*  
*Todd Weaver, Budget Manager, Finance*  
*Tiffanie Bleau, Senior Assistant County Attorney*

Documents: [CONSENT AGENDA BSR- DHHA AGREEMENT.PDF](#), [2016 DHHA AGREEMENT FOR SERVICES - SIGNED BY VENDOR.PDF](#)

**3. Agreement for Services with K&H Election Services**

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign an Agreement for Services with K&H Printer-Lithographers, Inc. (dba K&H Election Services) for the preparation, printing, mailing and tracking of mail ballot packets for elections conducted in Arapahoe County, pursuant to the terms contained therein

*Jennifer Morrell, Elections Deputy, Clerk & Recorder's Office*  
*Matt Crane, Clerk and Recorder*  
*Monica Kovaci, Assistant County Attorney*

Documents: [160405 BSR AND RESO AGREEMENT OF SERVICES KH ELECTION SERVICES.DOCX](#)

**4. Board of Assessment Appeals**

Adoption of a resolution approving stipulations which resulted from agreements reached between the taxpayer and the County regarding a reduction in the amount of property tax owed, pursuant to the terms contained therein

*Ron Carl, County Attorney*  
*Karen Thompson, Paralegal, County Attorney's Office*

Documents: [4 APRIL 19, 2016.DOC](#), [SAMPLE BAA RESOLUTION.DOC](#)

**5. C15-022 Quincy Avenue and Gun Club Road Design Funding Intergovernmental Agreement (IGA) with City of Aurora**

Adoption of a resolution to approve and authorize the Chair of the Board of County Commissioners to sign the Intergovernmental Agreement, by and between Arapahoe County and the City of Aurora, regarding design funding for the Quincy Avenue and Gun Club Road Intersection Improvement Project, Project #C15-022, in the total IGA amount of \$990,745.50 with the County and Aurora sharing equally in the cost, pursuant to the terms contained therein

*Jon Williams, Engineer III, Transportation Division, Public Works & Development*  
*Bryan Love, CIP Program Manager, Transportation Division, Public Works & Development*  
*Bryan Weimer, Transportation Manager, Transportation Division, Public Works & Development*  
*David M. Schmit, Director, Public Works & Development*  
*Robert Hill, Senior Assistant County Attorney*

Documents: [C15-022 AURORA IGA\\_BSR\\_CIVIC.PDF](#)

**6. Centurylink License Agreement**

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the Cable License Agreement by and between Qwest Broadband Services, Inc. d/b/a Centurylink and Arapahoe County relating to the use of public rights-of-way and easements for cable television services and other telecommunication services in unincorporated Arapahoe County, for a fee in the amount of five percent (5%) of gross revenues, for the period from April 19, 2016 to April 18, 2021, pursuant to the terms contained therein

*David Bessen, Director, Information Technology*  
*Todd Weaver, Budget Manager, Finance*  
*Tiffanie Bleau, Senior Assistant County Attorney*

Documents: [BOARD SUMMARY REPORT CENTURYLINK LICENSE.DOC](#), [RESO CENTURYLINK LICENSE AGREEMENT.DOC](#)

**7. County Veteran Services Office Report - March 2016**

Acceptance of the County Veteran Services Office report from March 2016

*Tim Westphal, Veterans Services Officer, Community Resources*  
*Linda Haley, Senior Services Division Manager, Community Resources*  
*Don Klemme, Director, Community Resources*

Documents: [03-2016 BSR MARCH.PDF](#)

**8. Extension of Agreement for Services Between Arapahoe County and Allied Barton Security Services for Armed Security Services at Arapahoe County Facilities**

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the extension of the Agreement for Services between Arapahoe County and Allied Barton Security Services for the provision of Armed Security Services for Arapahoe County Facilities for the period of May 1, 2016 to June 30, 2017, pursuant to the terms contained therein

*Olga Fujaros, Budget & Logistics Manager, Sheriff's Office*  
*Vincent Line, Detentions Bureau Chief, Sheriff's Office*  
*Louie Perea, Undersheriff, Sheriff's Office*  
*David C. Walcher, Sheriff*  
*Keith Ashby, Purchasing Manager, Finance Department*  
*Tiffanie Bleau, Senior Assistant County Attorney*

Documents: [BSR - CONSENT AGENDA - EXTENSION FOR ALLIED BARTON 2016.PDF](#), [EXTENSION LTR SIGNED BY VENDOR RFP-13-14.PDF](#)

**9. Extension of Agreement Between Arapahoe County and Aramark Services**

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the extension of the Agreement for Services between Arapahoe County and Aramark Correctional Services, LLC for the provision of food and laundry services to the inmates of the Arapahoe County Detention Facility, pursuant to the terms contained therein

*Olga Fujaros, Budget & Logistics Manager, Sheriff's Office*

*David C. Walcher, Sheriff*

*Keith Ashby, Purchasing Manager, Finance*

*Tiffanie Bleau, Senior Assistant County Attorney*

Documents: [BSR - ARAMARK EXTENSION 2016.PDF](#), [ARAMARK 2016 EXTENSION LETTER - VENDOR SIGNED.PDF](#)

**10. Joint Project Proposal – South Platte Park Low-Flow Channel Repair**

Adoption of a resolution approving a request for funding in the amount of up to \$480,000 in Open Space Acquisition and Trail funds for the South Platte Park Low-Flow Channel Repair project, contingent on the contribution of other partner funds and the execution of an intergovernmental agreement between Arapahoe County and South Suburban Parks and Recreation District, City of Littleton, and Urban Drainage and Flood Control District

*Josh Tenneson, Grants and Acquisitions Administrator*

*Shannon Carter, Open Spaces Department Director*

*Janet Kennedy, Director, Finance*

*Tiffanie Bleau, Senior Assistant County Attorney*

Documents: [BSR\\_CA\\_SPP REPAIRS\\_041916.PDF](#), [OSTAB REC TO BOCC SPP\\_040516.PDF](#), [ACOUNTY JOINT RIVER REPAIR 2-2-2016 FINAL.PDF](#)

**11. Select Source Bid Waiver for Metropolitan Optical Ethernet Services**

Adoption of a resolution approving a waiver of the Arapahoe County Purchasing Policy for a Select Source agreement with CenturyLink to be the County's Metro Optical Ethernet (MOE) network service provider when the current one expires on June 30, 2016

*Brian Gilpatrick, Division Manager Infrastructure, Information Technology*

*David Bessen, Director, Information Technology*

*Keith Ashby, Purchasing Manager, Finance*

*Todd Weaver, Budget Manager, Finance*

*Tiffanie Bleau, Senior Assistant County Attorney*

Documents: [160419 - CONSENT BOARD SUMMARY REPORT - CENTURYLINK MOE CONTRACT SELECT SOURCE BID WAIVER.PDF](#)

**12. Select Source Purchasing Waiver Approval for Colorado Natural Heritage Program Biological Survey**

Adoption of a resolution approving a Waiver of the Arapahoe County Purchasing Policies for a select source agreement with Colorado Natural Heritage Program for biological survey/inventory services that are necessary for developing management plans and future public access on five different Open Spaces properties

*Josh Tenneson, Grants and Acquisitions Manager, Open Spaces*

*Shannon Carter, Director, Open Spaces and Intergovernmental Relations*

*Todd Weaver, Budget Manager, Finance*

*Tiffanie Bleau, Senior Assistant County Attorney*

Documents: [BSR\\_CA\\_CNHP SELECT SOURCE\\_041916.PDF](#)

**13. Southview Place Fire - Request for Recovery Assistance**

Adoption of a resolution approving funding to assist in recovery for victims of the Southview Place fire that occurred in Littleton on April 5, 2016

*Linda Haley, Housing and Community Development Division Manager  
Don Klemme, Community Resources Department Director  
Janet Kennedy, Finance Department Director  
Tiffanie Bleau, Senior Assistant County Attorney*

Documents: [SOUTHVIEW PLACE FIRE CONSENT AGENDA \(1\).DOC](#),  
[SOUTHVIEW RESO\\_1.DOCX](#)

**GENERAL BUSINESS ITEMS**

**1. \*PUBLIC HEARING - P15-008, Freedom Service Dogs/Centennial East Corporate Center #10 Final Development Plan**

Consideration of a resolution approving case number P15-008 Freedom Service Dogs Final Development Plan which provides site plan details to convert an existing building and a vacant lot for offices and dog training facilities as well as kennels

*Presenter: Sherman Feher, Senior Planner, Public Works and Development  
Jason Reynolds, Current Planning Manager, Public Works and Development  
Jan Yeckes, Planning Division Manager, Public Works and Development  
Dave Schmit, Director, Public Works and Development  
Todd Weaver, Budget Manager, Finance  
Robert Hill, Senior Assistant County Attorney*

Documents: [P15-008 BOCC PACKET OF MATERIALS.PDF](#), [FDP FREEDOM SERVICE DOGS 2-12-16.PDF](#)

**COMMISSIONER COMMENTS**

**\*Denotes a requirement by federal or state law that this item be opened to public testimony. All other items under the "General Business" agenda may be opened for public testimony at the discretion of the Board of County Commissioners.**

*Arapahoe County is committed to making its public meetings accessible to persons with disabilities. Assisted listening devices are available. Ask any staff member and we will provide one for you. If you need special accommodations, contact the Commissioners' Office at 303-795-4630 or 303-738-7915 TTY.*

*Please contact our office at least 3 days in advance to make arrangements.*



## Board Summary Report

**Date:** April 19, 2016  
**To:** Board of County Commissioners  
**Through:** Ronald A. Carl, County Attorney  
**From:** Karen Thompsen, Paralegal  
**Subject:** Abatements – I need 1 Resolution Number

### **Purpose and Recommendation**

The purpose of this request is for the adoption of 1 resolution approving the recommendation of the hearing officer for an abatement petition originally denied by the Assessor's Office.

### **Background**

This abatement was filed by petitioner and denied by the Assessor's Office. C.R.S. 39-1-113(1) states "... no decision on any petition regarding abatement or refund of taxes shall be made unless a hearing is had thereon . . . ."

### **Discussion**

The following abatement recommendation is a result of the above-mentioned hearing by the hearing officer.

### **Alternatives**

None.

### **Fiscal Impact**

Reduction in the amount of property taxes collected on an approved petition, and no decrease in the taxes collected on a denied petition.

### **Concurrence**

The hearing officer and County Attorney support this recommendation.

### **Reviewed By**

Ronald A. Carl, County Attorney  
Karen Thompsen, Paralegal

Petitioner/Parcel Address	Parcel Number	Year	Previous Value	New Value	Refund
Ridge-Centennial 63 Inc.	2075-23-4-34-001	2014	\$1,414,632	\$884,145	\$18,431.73
2075-23-4-34-001					
<b>M11</b>					
The Assessor recommended & the petitioner/agent agreed to this value prior to the hearing. Based upon all information supplied, I concur with this value.					

when the following proceedings, among others, were had and done to-wit:

**RESOLUTION NO. 150XXX** It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to adopt the following Resolution:

WHEREAS, the Board of County Commissioners of Arapahoe County met at a duly and lawfully called meeting held on Tuesday, \_\_\_\_\_, 2015; and

WHEREAS, the Board at that time considered Petitions for Abatement or Refund of Taxes as submitted by various taxpayers and as contained within an Agenda Memorandum to the Board; and

WHEREAS, applicable procedures, due process, and requirements of notice were followed pursuant to Sections 39-1-113 and 39-10-114, C.R.S.; and

WHEREAS, no Petitioners or representatives of the Arapahoe County Assessor were present, although both parties were afforded notice; and

WHEREAS, the Board received comments from the County Attorney, received exhibits and reviewed the record as represented by an Agenda Memorandum summarizing the Petitions and the Arapahoe County Assessor recommendations.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County as follows:

1. That the Petition (per attached list), presented this date to the Board and relating to the schedule number set forth therein, shall be and are hereby granted, the recommendation of the Assessor is hereby adopted and abatements or refunds in the amounts approved by the Assessor are hereby approved by the Board.

Petitioner	Parcel Number	Year(s)	Refund
------------	---------------	---------	--------

\_\_\_\_\_

\_\_\_\_\_

The vote was:

Commissioner Bockenfeld, Yes; Commissioner Doty, Yes; Commissioner Holen, Yes; Commissioner Jackson, Yes; Commissioner Sharpe, Yes.

The Chair declared the motion carried and so ordered.



## Board Summary Report

**Date:** March 7, 2016  
**To:** Board of County Commissioners  
**Through:** David C. Walcher, Sheriff  
**From:** Olga Fajaros, Budget & Logistics Manager  
**Subject:** 2016 Agreement for Services between Arapahoe County and Denver Health and Hospital Authority for Inmate Security at Denver Health Medical Center

### **Request and Recommendation**

Request the Board of County Commissioners to authorize the Chair of the Board of County Commissioners to sign the Agreement for Services between Arapahoe County and Denver Health and Hospital Authority to provide Inmate Security for Justice Center Detention Facility inmates admitted to Denver Health Medical Center.

### **Background**

ACSO has utilized the services of Denver Health and Hospital Authority for many years, but the cost has been paid by ACSO's medical management providers. With the new medical organization at the Detention Facility leading to a new contract with medical management provider Correct Care Solutions, hospital security must now be paid for directly by ACSO. Therefore ACSO needs to contract directly with Denver Health and Hospital Authority.

### **Links to Align Arapahoe**

Fiscal Responsibility – Using the secure area at Denver Health Medical Center eliminates the need for an Arapahoe County Sheriff's Deputy to be stationed at each hospitalized inmate's bedside.

### **Discussion**

Denver Health and Hospital Authority are the only providers of security services used to secure inmates admitted to Denver Health Medical Center. Arapahoe County Sheriff's Office Detention Facility usually sends inmates needing medical care to Denver Health because it is the only hospital that has a secure area that is designated for the inmate population.

### **Alternatives**

The alternative is to pay overtime salary to a deputy stationed at the inmate's bedside 24 hours a day for as long as they are admitted to Denver Health Medical Center.

### **Fiscal Impact**

The cost of the Agreement for Services is included in the Sheriff's Office General Fund Budget for 2016.

**Concurrence**

The Administrative Staff of the Detention Facility is in full support of the Agreement for Services with Denver Health and Hospital Authority.

**Reviewed By:**

**Olga Fujaros, Budget & Logistics Manager**

**Vincent Line, Detentions Bureau Chief**

**Louie Perea, Undersheriff**

**David C. Walcher, Sheriff**

**Finance Department**

**County Attorney**

**RESOLUTION NO.** It was moved by Commissioner and duly seconded by Commissioner to authorize the Chair of the Board of County Commissioners to sign the 2016 Agreement for Services between Arapahoe County and Denver Health and Hospital Authority for the purpose of Inmate Security at Denver Health Medical Center for the period of January 1, 2016 to December 31, 2016, at the rates set forth in the Agreement, pursuant to the terms contained therein.

The vote was:

Commissioner Bockenfeld, ; Commissioner Doty, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.

## AGREEMENT FOR SERVICES

Project Number or Name: Security for Arapahoe County Sheriff's Office Inmate Patients of Denver Health Medical Center

**THIS AGREEMENT** is entered into as of the 1st day of March, 2016 by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County") and Denver Health and Hospital Authority, a body corporate and political subdivision of the State of Colorado (hereinafter referred to as the "Contractor").

**WHEREAS**, the County desires to engage the Contractor to provide the services described in Exhibit A.

**NOW, THEREFORE**, the parties mutually agree as follows:

1. **Scope of Services.** The Contractor agrees to perform the services described in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Time of Performance.** The services of the Contractor are to commence and be completed (or end) by the dates set forth in Section 2 of Exhibit A, unless this Agreement is sooner terminated pursuant to paragraph 4.A. below. All time limits are of the essence in this Agreement.

3. **Method of Payment.** The County will compensate the Contractor for services rendered in accordance with Section 3 of Exhibit A, subject to the availability of appropriated funds within the annual budget. The Contractor is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on compensation paid under this Agreement. The Contractor shall submit requests for payment in a form acceptable to the County and in conformance with the County's policies. The Contractor shall provide such backup information for its payment requests as may be reasonably requested by the County. The County shall have forty-five (45) days from receipt of any payment request to make payment to the Contractor.

4. **General Terms and Conditions.**

A. **Termination of Agreement.** The County or the Contractor shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least the number of days set forth in Section 4 of Exhibit A prior to the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall become the property of the County. Unless expressly stated otherwise in the notice, Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Contractor shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Contractor.

B. **Changes.** The County or Contractor may, from time to time, request changes in the scope of services or compensation of the Contractor. Such changes that are mutually agreed upon between the County and Contractor shall be in writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Contractor and by the Board of County Commissioners, or by a person authorized by resolution to sign on behalf of the Board.

C. **Assignability or Subcontracting.** Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the County.

D. **Audit.** The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Contractor which are pertinent to the Contractor's performance under this

Agreement for the purpose of making an audit, examination, or excerpts. The Contractor shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records which are pertinent to the Contractor's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

E. Equal Employment Opportunity. While performing this Agreement, the Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

F. Ownership of Documents. All drawings, specifications, guidelines and other documents prepared or received by the Contractor in connection with this Agreement shall be the property of the County.

G. Assignment of Copyrights. The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the rights to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

H. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

I. Compliance with Laws/Licenses and Permits. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. The Contractor shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Contractor's expense, unless specifically stated otherwise in this Agreement.

J. No Waiver of Rights. The County's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

K. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation.

L. Conflict of Interest/Ethics. The Contractor shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Contractor with regard to providing services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Ethical Principles and Guidelines.

M. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Contractor substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Contractor. These remedial actions are as follows:

(1) Suspend Contractor's performance pending necessary corrective action as specified by the County without the Contractor's entitlement to an increase in price/cost or a time extension; and/or

(2) Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

(3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, at its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Contractor of its exercise of any of the foregoing remedial actions.

N. Force Majeure. Neither the Contractor nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

O. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

P. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Contractor certifies and agrees as follows:

(1) The Contractor shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

(2) The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(3) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification ("e-verify") program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment ("Department").

(4) The Contractor shall not use the e-verify or Department programs to undertake preemployment screening of job applicants while this Agreement is being performed.

(5) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Contractor shall: (a) notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(6) The Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

(7) If the Contractor violates any of the provisions of this section 4.Q. the County may immediately terminate this Agreement effective upon the receipt by Contractor of written notice of termination from the County, and the Contractor shall be liable for actual and consequential damages to the County.

(8) Compliance with this subsection Q is not required if the Contractor is a governmental entity.

R. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Contractor agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Contractor to perform the services and accomplish the tasks described. Contractor accepts the relationship of trust and confidence established between Contractor and the County by this Agreement. Contractor covenants with the County to use its best efforts. Contractor shall further the interests of the County according to the County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

S. Accuracy of Work. The Contractor represents, covenants and agrees that its work will be accurate and free from any material errors.

5. Insurance. In part to assure the County that the Contractor is always capable of fulfilling the specified indemnification obligations, the Contractor must purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Section 7 of Exhibit A.

A. The Contractor agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

(1) Workers' Compensation Insurance: The Contractor will maintain workers' compensation insurance covering the contractor for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
  - \$1,000,000 bodily injury for each accident
  - \$1,000,000 each employee for disease
  - \$1,000,000 disease aggregate

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(2) Commercial General Liability: The Contractor will maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury. Such insurance will have these minimum limits and coverages:

Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate with dedicated limits per project site
- \$2,000,000 products and completed operations aggregate

Coverages:

- Products and completed operations coverage maintained for at least 2 years after completion of the project for construction contractors
- Contractual Liability
- Independent Contractors
- Defense in addition to the limits of liability

- Waiver of Subrogation
  - Severability of Interests Provision
- Additional Insured Endorsement (for on-going and completed operations) issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(3) Automobile Liability: The Contractor will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection Minimum Limits:

Minimum Limit:

- \$1,000,000 Combined Single Limit Each Accident

Coverages:

- Specific Waiver of Subrogation
- MCS 90 for vehicles carrying hazardous materials
- Mobile (for on-going and completed operations) issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(4) If indicated in Section 5 of Exhibit A, Errors and Omissions or Professional Liability Insurance with a minimum coverage amount as specified in Section 5 of Exhibit A, and for two years beyond the completion of all services under this Agreement.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Contractor.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. The Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination or non-renewal of the policies.

E. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

G. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

6. **Insurance Certificates.**

A. The Contractor shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Contractor has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

7. **Indemnification.** The Contractor shall, to the extent permitted by Colorado law, indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Contractor, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Contractor's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

8. **Independent Contractor.** The Contractor is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Contractor to perform work under the terms of this Agreement shall be and remain at all times employees of the Contractor or employees of their respective employers for all purposes.

9. **Notices.** Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 6 of Exhibit A.

10. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the County and the Contractor. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(SA Form, 1/28/14)

CONTRACTOR : Denver Health and Hospital Authority

By: [Signature]  
(signature)

Title: Chief Operating Officer

Signed this 16th day of March, 2016

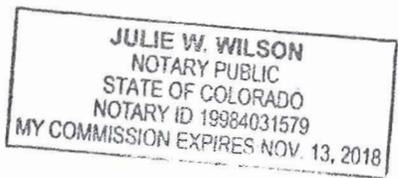
State of Colorado )  
County of Denver )

Subscribed and sworn to before me this 16th day of March, 2016

by Timothy Harlin

My commission expires 11/13/18

[Signature]  
Notary Public



SEAL

ATTEST: Clerk to the Board

\_\_\_\_\_

ARAPAHOE COUNTY

By: \_\_\_\_\_  
Chair, Board of County Commissioners  
(Or representative authorized by resolution)

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

**EXHIBIT A to Agreement between the County and Denver Health and Hospital Authority.**

Project Number or Name: Security for Arapahoe County Sheriff's Office Inmate Patients of Denver Health Medical Center.

1. **Scope of Services.** The Contractor hereby agrees to and accepts responsibility to perform the following services:

Provide security at Denver Health Medical Center for Arapahoe County Sheriff's Office inmates who are patients at that facility. Services shall commence when custody of Inmate Patient is transferred from the Arapahoe County Sheriff's Office, and continue 24 hours per day, everyday, until custody is transferred back to Arapahoe County Sheriff's Office. In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control.

2. **Time of Performance.** The services of the Contractor shall commence (choose one):

- As of the date of this Agreement.
- As specified in a Notice to Proceed to be provided by the County.
- As of the following date: November 1, 2015.

The services of the Contractor shall be completed, or shall end, by March 31, 2017.

3. **Compensation.** The County agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows (choose one):

- Lump sum due upon completion: .
- Hourly rate of (to be billed monthly).
- Other: Daily rate of \$320.00 per inmate.

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed .

4. **Notices of Termination.** Notices of termination shall be given at least thirty (30) days before the effective date of termination.

5. **Professional Liability Insurance.** Errors and Omissions or Professional Liability Insurance is required  (check box only if it is required). The required minimum amount of coverage is (indicate amount only if it is required).

6. **Addresses for Notices.** The addresses for Notices are as follows:

To the County: Arapahoe County Attorney  
5334 South Prince Street  
Littleton, Colorado 80120-1136  
and (send to both)  
Carl Anderson  
Arapahoe County Sheriff's Office Detention Facility  
7375 S. Potomac St.  
Centennial, CO 80112

To the Contractor: Allison Pohlman  
Denver Health and Hospital Authority  
655 Broadway, Suite 900  
Denver, CO 80203

7. **Special Conditions.**

- No special conditions
- Special Conditions are as follows:

The Contractor shall comply with the 2012 Prison Rape Elimination Act Standards.

Section 5, Insurance, shall be deleted and replaced with the following:

5. Insurance. County acknowledges that Contractor is covered and self-insured under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

In addition, to assure the County that the Contractor is always capable of fulfilling its obligations hereunder, the Contractor must purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Section 7 of Exhibit A.

A. The Contractor agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

(1) Workers' Compensation Insurance: The Contractor is self-insured under the State of Colorado laws governing self-insurance. In addition, Contractor will maintain an excess workers' compensation insurance policy covering the Contractor for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance.

The requirements of this provision shall apply to the Contractor.

(2) Commercial General Liability: The Contractor will maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury. Such insurance will have these minimum limits and coverages:

Minimum Limits:

- \$1,000,000 each occurrence
- \$3,000,000 general aggregate with dedicated limits per project site
- \$2,000,000 products and completed operations aggregate

Coverages:

- Contractual Liability
- Independent Contractors
- Defense in addition to the limits of liability
- Severability of Interests Provision

The requirements of this provision shall apply to the Contractor.

(3) Automobile Liability: The Contractor will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection Minimum Limits:

Minimum Limit:

- \$1,000,000 Combined Single Limit Each Accident

Coverages:

The requirements of this provision shall apply to the Contractor.

(4) If indicated in Section 5 of Exhibit A, Errors and Omissions or Professional Liability Insurance with a minimum coverage amount as specified in Section 5 of Exhibit A, and for two years beyond the completion of all services under this Agreement.

B. The above mentioned coverages shall be procured and maintained with insurers with an A or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Contractor.

C. Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination or non-renewal of the policies.

E. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

G. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.



## Board Summary Report

**Date:** April 5, 2016

**To:** Board of County Commissioners

**From:** Matt Crane  
Arapahoe County Clerk and Recorder

**Through:** Jennifer Morrell, Deputy of Elections and Records

**Subject:** Agreement for Services with K&H Election Services, RFP-16-08

### Direction/Information

The Elections Section of the Clerk & Recorder’s Office is seeking a resolution approving the Board Chair to sign an Agreement for Services with K&H Printer-Lithographers, Inc. (dba K&H Election Services) for the preparation, printing, mailing and tracking of mail ballot packets for elections conducted in Arapahoe County. This request was presented to the Board of County Commissioners during the April 18, 2016 drop in session, and the Board gave approval to move the item forward on consent agenda.

### Discussion

In January 2016, the County issued a Request for Proposal to solicit proposals and establish a contract with a qualified vendor for the preparation and printing of paper ballots and the preparation, printing and mailing of mail ballot packets for the elections conducted in Arapahoe County. In response to the RFP, three vendors were evaluated - ProVote Solutions, Runbeck Election Services, and K&H Election Services. Evaluations were scored based on seven different criteria, including demonstrated experience and capabilities, a technical proposal, and pricing structure.

Ultimately, K&H Election Services was the selected vendor based on its over 20 years of experience in vote by mail processes, along with its superior process for producing and mailing ballots. K&H’s process includes their proprietary Mail Assembly Reconciliation System (MARS) which is capable of tracking every single voter record from the moment the data is received from the county through confirmation of delivery to the post office. A MARS web portal allows the County personnel to look up the status of any voter package.

The total compensation to be paid to the Contractor under this Agreement will be based on the number of mail ballot packets that are produced. Pricing will be based on a per piece cost for each ballot, outgoing and return envelope, security envelope, and voter instruction sheet that is produced, assembled and mailed.

The 2016 Elections contingency budget includes \$1,141,413 budgeted for printing and postage for both the Primary and General Election.

**Request and Recommendation**

The Clerk and Recorder's Office would like to request the following:

Authorization for the Chair of the Board of County Commissioners to enter into an Agreement for Services with K&H Election Services for the preparation, printing, mailing and tracking of mail ballot packets for elections conducted in Arapahoe County.

**Attorney Comments**

None.

Reviewed by:

Matt Crane, Clerk & Recorder

Monica Kovaci, Assistant County Attorney

**Authorization regarding Agreement for Services with K&H Election Services**

**RESOLUTION NO** \_\_\_\_\_ It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to authorize the Chair of the Board of County Commissioners to sign an Agreement for Services with K&H Printer-Lithographers, Inc. (dba K&H Election Services) for the preparation, printing, mailing and tracking of mail ballot packets for elections conducted in Arapahoe County, pending approval of the agreement by the County Attorney's Office.

The vote was:

Commissioner Bockenfeld, ; Commissioner Doty, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.



**Board Summary Report**

**Date:** April 19, 2016  
**To:** Board of County Commissioners  
**Through:** Ronald A. Carl, County Attorney  
**From:** Karen Thompsen, Paralegal  
**Subject:** Approval of BAA Stipulation (1 Resolution Number)

**Request and Recommendation**

The purpose of this request is for the adoption of a resolution approving the Board of Assessment Appeals (BAA) stipulations listed below.

**Background**

These stipulations are a result of an agreement reached between the taxpayer and the County regarding a reduction in the amount of property tax owed, settling tax protests filed with the BAA.

**Discussion**

The following BAA docket number has been stipulated to for the tax year indicated below.

<b>Tax Year</b>	<b>Docket #</b>	<b>Property Owner</b>	<b>Property Address</b>	<b>Reason</b>	<b>Original Value</b>	<b>Stipulated Value</b>
2015/2016	66018	Sentio Stav Landlord LLC	13801 East Yale Avenue	1.	\$37,000,000	\$30,250,000
2015/2016	66029	Tim Edstrom and Amy Edstrom	2863 East Nichols Circle	2.	\$675,000	\$642,500
2015/2016	66333	Mission Critical Holdings LLC	7384 South Alton Way, #201	1.	\$411,360	\$342,800
2015/2016	66397	Latin Quarter III LLC	7500 East Harvard Avenue	1.	\$15,669,500	\$13,455,000
2015/2016	66398	Latin Quarter Apartments LLC	2320 South Quebec Street	3.	\$43,410,200	\$37,900,000
2015/2016	66400	South Santa Fe Partners LLC	2877 and 2899 South Santa Fe Drive	4.	\$5,130,000	\$4,870,500
2015/2016	66405	Dove Valley SS LLC	12550 Broncos Parkway	4.	\$2,092,571	\$1,550,000

**Reasons**

1. Comparable market sales indicate adjustment to this value is correct.
2. Comparable market sales, including base period sale of the subject for \$610,000, indicate that adjustment to \$642,500 is correct.
3. Subject vacancy and comparable market sales indicate adjustment to this value is correct.
4. Income and sales comparison approaches indicate that adjustment to this value is correct.

**Alternatives**

Let protest proceed to the BAA for a decision. Said alternative would involve unnecessary time and expense for the County and the taxpayer.

**Fiscal Impact**

Reduction in the amount of property taxes collected for the above listed properties.

**Concurrence**

The negotiator for the County Board of Equalization, the County Assessor and the County Attorney all support this recommendation.

**Reviewed By:**

Ronald A. Carl, County Attorney  
Karen Thompsen, Paralegal

**RESOLUTION NO. 160XXX** It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to authorize the Arapahoe County Attorney to settle the following Board of Assessment Appeals Cases (Docket Numbers), for the tax years listed below:

<b>Docket #</b>	<b>Property Owner</b>	<b>Tax Year</b>
-----------------	-----------------------	-----------------

After review by the County Attorney's Office, in conjunction with the Arapahoe County Assessor's Office and the Petitioners, evidence was submitted which supported the Stipulation and Petitioner agreed to a new value. The Assessor has recommended approval pursuant to the terms contained within the Stipulations. Based upon the evidence submitted to the Board on this date, the Board has no reason not to concur with the proposed Stipulations.

The vote was:

Commissioner Bockenfeld, ; Commissioner Doty, ; Commissioner Holen, ;  
Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.



## Board Summary Report

**Date:** March 30, 2016

**To:** Board of County Commissioners

**Through:** Bryan Weimer, Transportation Division Manager

**Through:** Brian R. Love, CIP Manager

**From:** Jon Williams, Capital Improvement Program Engineer

**Subject:** **C15-022 & C15-023; QUINCY AVENUE /GUN CLUB ROAD INTERSECTION IMPROVEMENT, APPROVAL OF DESIGN FUNDING AGREEMENT (IGA) BETWEEN ARAPAHOE COUNTY AND THE CITY OF AURORA (COA) FOR A TOTAL AMOUNT OF \$990,745.50 (\$495,372.75 CITY OF AURORA, \$495,372.75 COUNTY)**

### Request and Recommendation

This Summary Report requests approval of and a resolution for the Quincy Avenue / Gun Club Road Intersection improvement project Intergovernmental Agreement (IGA) between Arapahoe County and the City of Aurora for funding the federal design process associated with the project. This IGA is specifically for the City of Aurora’s share of the design of the project. This specific action/IGA has not previously been heard by the BOCC at a study session or drop-in. However, the BOCC is aware of the project as it was submitted to the Denver Regional Council of Government (DRCOG) Transportation Improvement Program (TIP) for federal funding process and the BOCC was part of that decisions and the project funding requirements associated with the federal funds. Additionally the BOCC heard and approved an associated IGA with the Colorado Department of Transportation to fund project construction costs for this intersection in October 2015.

Staff requests approval from the BOCC to enter into an Intergovernmental Agreement (IGA) with the City of Aurora (COA) regarding the design of the Quincy Avenue and Gun Club Intersection Improvement Project to meet federal design requirements in the total IGA amount of \$990,745.50. Specifically, Staff requests the following actions.

1. Approval of the attached Intergovernmental Agreement with COA, for a total IGA amount of \$990,745.50. For this action, there is a breakdown of 50% cost sharing both between the County and Aurora in the mount of \$495,372.75 each. The IGA identifies the payment to the County for the COA share of the final design.
2. Authorization of the Board of County Commissioner Chair to sign IGA and include the associated resolution approving this agreement in the IGA.

3. Authorization to invoice and receive funding in accordance with contractual obligations.

**Background**

Based traffic counts, the Quincy Avenue and Gun Club Road intersection currently operates at a Level of Service F during peak hours. It is not unusual to observe a queue of southbound traffic to nearly Hampden Avenue, roughly a mile away from the intersection. Currently, all roadways leading into the intersection are two lane non-curb and gutter roadways. In 2009, Felsburg, Holt & Ullevig Inc. performed a preliminary design on the intersection to accommodate long term growth projections for the area. A Partial Continuous Flow Intersection (PCFI) was determined to be the preferred solution for the intersection and both Quincy Avenue and Gun Club were projected to need 6 through lanes. This project will build an interim improved PCFI that will have 4 through lanes on all legs with the capability to add the additional through lanes in the future as traffic warrants.

Various jurisdictions control the roadway approaches to the Quincy Avenue and Gun Club Road intersection. Arapahoe County has jurisdiction over the south leg of the intersection. The north leg of the intersection falls under the jurisdiction of CDOT (Region 1) as State Highway 30. The City of Aurora controls the traffic signal timing at the intersection and has jurisdiction over the center 60 feet of Quincy Avenue on the west leg and 85' on the east leg of the intersection, while area outside of the center 60-85 feet on Quincy Avenue is owned by Arapahoe County. The DADS landfill is located on the northeast corner of the intersection and is considered a Superfund site owned by the City and County of Denver and operated by Waste Management via permit from Arapahoe County, XCEL Energy owns the property directly adjacent to the intersection on the southeast corner of the intersection. The Lowery Environmental Protection Trust Funds owns the property adjacent to XCEL on the south side of Quincy and also the property on the northwest corner of the intersection. Arapahoe County owns the property on the southwest corner. Both CDOT and Aurora will participate as stakeholders in the design process.

In the Fall of 2014 Arapahoe County submitted a 2016-2021 Transportation Improvement Program (TIP) Application to DRCOG for the Quincy Avenue / Gun Club Road intersection in the amount of \$12,700,000. The project did not make the first cut of projects to receive funding. However, after negotiations and adjustments in funding the project was identified to receive \$4,892,000.00 of federal CMAQ funds via the Phase II funding process of the DRCOG TIP. In April of 2015, DRCOG approved funding for this intersection improvement in the amount of \$4,892,000.00 of federal funds and \$7,808,000 local match for a \$12.7M project. Prior to approval of Federal funding for this project, Arapahoe County had contracted with Felsburg, Holt & Ullevig (FHU) to provide a final design layout for the intersection in accordance with County criteria. Because FHU was already under contract, an addendum was processed for the project to allow the design to proceed while meeting federal design requirements. As part of the coordination efforts the City of Aurora has agreed to fund half the design cost for the project. The City was also in favor of performing an addendum with FHU to perform the final design in accordance with Federal Requirements.

**Links to Align Arapahoe**

**Quality of Life-**

This project will improve safety and reduce congestion at the intersection of Quincy Avenue and Gun Club Road. In addition, the project has a bike and pedestrian element as part of the project, which fosters a healthier County. As the infrastructure in the County is improved, the vibrancy of the County is improved. Also, air quality is improved via the use of alternative modes and reduction in greenhouse gases due to congestion.

**Fiscally Responsible –**

Using outside (Federal, City of Aurora, Open Spaces, and likely SEMSWA) funding leverages the use of County dollars for needed public infrastructure improvements, which allows the County dollars to be stretched further. Also, investments in County infrastructure improvements the County’s economic environment by reducing direct costs of safety incidents, lowering costs of delay caused by congestion, and increases accessibility which has been shown to be critical in economic development.

**Service First**

This project will improve access to County services and facilities. In particular, the Quincy/Gun Club project will provide accessibility to the County Fairground facilities, will improve the incident management capabilities for the fairground facilities, and provide accessibility to other public facilities (ie Aurora Reservoir, Aurora’s new police and fire training facility, and sheriff’s training facility). Also, the project provides customer excellence to the user of these facilities as they enhance the use, operation, and experience of the facilities.

**Discussion**

Beginning in 2008, Arapahoe County Department of Public Works began preliminary design work on the Gun Club Road corridor (south of Quincy Avenue) and the Quincy Avenue/ Gun Club Road intersection. In the course of Preliminary design, various alternatives for the Quincy Avenue/ Gun Club Road intersection were explored and it was determined that the most cost effective solution that could accommodate the anticipated volume of traffic through the intersection was a Partial Continuous Flow Intersection. However, options for funding the project were not available. Additionally, this intersection has a split jurisdiction with two other entities - City of Aurora, and CDOT; neither of which were able to provide the necessary funding for the Partial Continuous Flow Intersection.

A number of funding scenarios were explored in the process of the design exercise. One of those options explored was to submit a TIP Application to help facilitate funding for the Improvements. This option would federalize the project, however it also makes the funding more feasible.

As part of the TIP Application, the limits of construction include completion of approximately 1,700 feet on the north and south legs of Gun Club Road, completion of a 4 lane section of Quincy Avenue from the westernmost E-470 ramps to approximately 1,300 feet east of Gun Club Road. Work will also include installation of a box culvert and pedestrian underpass on Gun Club Road at East Toll Gate Creek. Water Quality ponds on either side of Gun Club Road at East Toll Gate Creek are also intended to be constructed with the project.

The design phase of the project will use local agency funds only, no federal dollars will be used to fund the design process. A portion of the IGA (\$90,331.50) is based on reimbursement of funds already expended on previous design work by the County. Half of the \$90,331.50 (\$45,165.75) accounts for reimbursement costs to Arapahoe County by the City of Aurora for design fees expended to date. The remaining \$900,414.00 represent funds still anticipated to be expended on the project, half of which (\$450,207.00) will be provided by the COA for the project.

Moving forward once design is completed or nearing completion, this IGA will be amended to add the allocation of local match towards the Federal dollars for the project by both the City and the County for necessary right-of-way purchase, utility relocation, construction and construction management. This is anticipated toward the end of 2016.

Construction of the project will be completed by 2019.

**PROJECT COST BREAKDOWN**

The cost breakdown is as follows, pursuant to the IGA based on a \$990,745.50 budget and as discussed above:

City of Aurora Funds (50% of participating costs)	\$495,372.75
Arapahoe County Funds (50% of participating costs)	\$495,372.75
Total Budget Funds in IGA	\$990,745.50

The staffs of both City of Aurora and Arapahoe County Public Works Departments have worked together to develop the IGA. The City of Aurora is in the process of routing the IGA through their various committees and City Council for approval. The County’s Public Works CIP staff recommends endorsement of the Agreement with the City of Aurora participation in the project.

**Alternatives**

As previously mentioned a number of options were explored through the course of design. Financial options explored include, negotiating the devolution of the north leg of the intersection (SH 30) with CDOT, waiting on a ballot initiative for a proposed casino to fund the intersection improvement, and waiting on two bond initiatives through the City of Aurora to help fund the intersection. These alternatives failed.

Over ten alternative layouts of the intersection were also analyzed both in 2010 and 2014. With each of the alternatives, an analysis of the intersection level of performance with both existing and 2035 traffic counts were analyzed. Intersection alternatives that performed adequately then received additional analysis including right of way costs, construction cost, reuse of existing facilities, and general acceptability of the alternative by the jurisdictions involved. In the end the Partial Continuous Flow Intersection achieved the best performance at the lowest cost.

As far as this action (approval of the IGA with COA), the alternatives are as follows:

1. Approve the IGA with the City of Aurora for their share towards the federalized final design of the project and reimbursement of their share of previously expended funds towards the project. As discussed above, this IGA will be amended once the design is completed to reflect the sharing of the local match to the federal dollars between City of Aurora and Arapahoe County.
2. Not approve the IGA, which would require the County to fund 100% of the final design if the project were to proceed and utilize the federal funds currently allocated to the project via the CDOT IGA approved and executed in October of 2015. Otherwise, not completing the design would trigger the return of federal funds for the project.

Staff recommends Alternative #1 above.

**Fiscal Impact**

As previously mentioned the anticipated cost of construction of the Quincy Avenue and Gun Club Road Intersection Improvements will total \$12.7 million. Prior to submission of the TIP Application to DRCOG The City of Aurora agreed to share 50% of the local agency match for the Project, and CDOT was unwilling to contribute funds to the intersection to date.

Funding for the federalized final design portion of the project has been completed through an Addendum with FHU for award of a Professional Service Agreement with the selected consultant(s) for final design, right-of-way acquisition, utility relocations and construction. 50% of the design costs will be reimbursed to the County by Aurora with an anticipated amount to the County of \$495,372.75 as payments are made. A separate IGA with the City of Aurora for cost sharing in construction and other project elements discussed above will follow later this year.

The IGA establishes how Aurora will pay the County. The City of Aurora will deposit the full amount of the IGA for the anticipated design costs with the County. **This cost center will not accrue interest.**

Portions of the Arapahoe County funds will be supplemented by Open Spaces contributions for the pedestrian box culvert crossing, and SEMSWA contributions for installation of a portion of the box culvert, and installation of water quality ponds. There will be an IGA executed with SEMSWA for their share of the project. These shares will be established once final design is far enough along to itemize cost by facility being constructed

A separate Cost Center for the City of Aurora’s contribution to the project has been established as follows. Funding from the City will be placed in this Cost Center and expenditures for the project will be partially paid from this Cost Center for the City’s share and the County’s share will be paid from the County’s identified Cost Center (424515022).

City of Aurora Share	424515024-54895	(C15-024, Quincy/Gun Club Intersection-Aurora Share)
----------------------	-----------------	--

Once funds are received from the City, they shall be deposited into

424515024-46700	Revenue
-----------------	---------

Once the funds are recognized as revenue that shall be deposited into the following expenditure account;

424515024-54895	Expenditure
-----------------	-------------

**Concurrence**

The City or Aurora, CDOT, developers, Open Spaces, and SEMSWA have all been part of the on-going discussion regarding improvements at this intersection. These entities have all been supportive of the recommendations.

**Attorney Comments**

The County’s Attorney’s Office has reviewed the IGA and recommends approval.

**Reviewed By:**

Jon Williams, Staff  
Bryan Weimer, Division Manager  
Dave Schmit, Department Director  
Brian Love, CIP Manager  
Todd Weaver Finance Department  
Robert Hill, Assistant County Attorney

cc: **Email**

David M. Schmit, Director, Public Works  
Bryan D. Weimer, Division Manager – Transportation Division  
Robert Hill, Assistant County Attorney  
Brian R. Love, CIP Manager – Transportation Division  
Rhonda Robinson, PW&D Budget Analyst  
Jessica Savko, Finance Department  
Todd Weaver, Finance Department  
Loren Kohler, Finance Department  
Kim Lynch, Administration  
Dennis Eden, City of Aurora, Public Works  
Victor Rachael, City of Aurora, Public Works  
Reader  
File (C15-022)  
File (C15-024)  
Agenda Notebook

**Hard Copy**

Bryan D. Weimer, Division Manager – Transportation  
Jon Williams, CIP Engineer III  
File (C15-022)  
File (C15-024)  
Reader

## **AUTHORIZATION TO SIGN INTERGOVERNMENTAL AGREEMENT**

**RESOLUTION NO.** It was moved by Commissioner and duly seconded by Commissioner to approve and authorize the Chair of the Board of County Commissioners to sign the Intergovernmental Agreement, by and between Arapahoe County and the City of Aurora, regarding design funding for the Quincy Avenue and Gun Club Road Intersection Improvement Project, Project #C15-022, in the total IGA amount of \$990,745.50 and the County share of the IGA in the amount of \$495,372.75, and the City of Aurora share of the IGA in the amount of \$495,372.75 pursuant to the terms contained therein.

In addition, the City of Aurora share shall be deposited into the following cost center established to track their share of funding, of which the cost center will not accrue interest. The funds will be deposited into the revenue account and supplemental appropriated into the expenditure account as follows:

424515024-46700	Revenue
424515024-54895	Expenditure

The vote was:

Commissioner Bockenfeld, ---; Commissioner Doty, --; Commissioner Holen,---; Commissioner Jackson , ---; Commissioner Sharpe, --;.

The Chair declared the motion carried and so ordered.

**INTERGOVERNMENTAL AGREEMENT**  
**for**  
**Quincy Avenue / Gun Club Road Intersection Reconstruction Project**  
**Funding of Project Design Work**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2016 (the “Effective Date”), by and between ARAPAHOE COUNTY, State of Colorado, a body corporate and politic (the “County”), and the CITY OF AURORA, a home rule municipality of the State of Colorado (the “City”). The County and the City are collectively referred to herein as the “Parties”.

**RECITALS**

WHEREAS, the Parties are authorized by § 29-1-203, C.R.S. as amended, to enter into contracts or agreements for the sharing of costs for any function, service, or facility authorized to each of the cooperating or contracting parties; and

WHEREAS, § 29-1-201, C.R.S. as amended, clearly articulates and affirmatively expresses a State policy authorizing political subdivisions of the State of Colorado to cooperate and contract to make the most efficient and effective use of their respective powers; and

WHEREAS, the County and the City are individually authorized to enter into contracts with design firms for roadway design services and, in accordance with § 29-1-203, C.R.S. as amended, the Parties are therefore authorized to enter into this IGA; and

WHEREAS, the Parties agree that there is a need to undertake the Quincy Avenue / Gun Club Road Intersection Reconstruction Project (the “Project”); and

WHEREAS, the Parties entered into an Intergovernmental Agreement dated March 3, 2009, concerning the maintenance and funding of improvements along Quincy Avenue and including the intersection of Quincy Avenue and Gun Club Road; and

WHEREAS, the Project is located at E. Quincy Avenue and S. Gun Club Road, and will include installation of a Partial Continuous Flow Intersection. Improvements on the north and south legs (Gun Club Road) of the intersection will extend approximately 1,700 feet in either direction. The west leg of Quincy Avenue will extend approximately 1,000 feet to the westernmost E-470 ramps, and approximately 1,700 feet to the east on E. Quincy Avenue; and

WHEREAS, the Project ultimately has been identified by the Parties to be six (6) through lanes; and

WHEREAS, the City and County plan to phase implementation of the ultimate 6-lane section of the Project within the City and County jurisdiction with an initial 4-through lane configuration; and

WHEREAS, the County in cooperation with the City submitted the Project for Federal funding through the Denver Regional Council of Governments (DRCOG) 2016-2021 Transportation Improvement Program (TIP) Call for Projects; and

WHEREAS, the Project was selected and included in the 2016-2021 TIP to receive \$4.892M of Federal funds and a local match of \$7.808M for a total of \$12.7M; and

WHEREAS, the County has previously issued a request for proposals (PROJECT NO. C12-016) to solicit submissions from qualified consultants to complete the preliminary and final design of the Project prior to receiving DRCOG approval for federal funds in 2015; and

WHEREAS, the County and City have mutually agreed that it is in the best interests of the Project from a timing, knowledge, and experience standpoint to have the original design consultant selected to perform the design for the federal project; and

WHEREAS, the consultant selected to complete the original project design in December 2013 was issued an addendum to complete the Final Design in accordance with federal design standards and processes after the Project was selected for funding in the DRCOG 2016-2021 TIP. The consultant will perform all work required to support the design of the Project, including but not limited to, preparation and submittal of construction drawings and specifications associated with the following:

- Roadway widening and reconstruction;
- Utility relocation;
- Pavement markings, signage and striping;
- Traffic control devices;
- Legal descriptions based on Title Work/Title Commitments to and easement and ROW acquisition necessary for completion of the Project;
- Public involvement and relations;
- Design of drainage and pedestrian box culverts;
- Design of drainage and hydraulic features and stormwater management and required stormwater quality facilities, regional detention ponds; and
- Quality assurance and quality control.

(collectively, the “Design Work”); and

WHEREAS, timely completion of the Design Work and ultimate completion of the Project will benefit the residents and taxpayers of both Parties; and

WHEREAS, the City and the County have agreed to equally share in the required local funding for the Project in excess of the Federal funding of \$4.892M; and

WHEREAS, the County has submitted a funding request to the City and the City has agreed to fund a fixed percentage (50%) of the costs associated with the Design Work; and

WHEREAS, the Parties desire to establish a cost sharing mechanism for the Design Work; and

WHEREAS, this IGA is intended to provide for the cost sharing mechanism between the Parties for the cost of the Design Work and the Parties will negotiate in good faith for an addendum to this IGA or a new IGA to provide for the allocation of the costs and the work for the remaining elements for completion of the project, all of which, will be eligible for federal funding; and

WHEREAS, the County represents to the City that it has the expertise, experience, and ability to professionally manage the professional services agreement including the deliverables associated with the Project provided by the consultant for the Design Work within the established budget and within time requirements for the Project, as the same may be amended, and, in reliance upon such representation, the City consents to the County serving as the project manager and contract administrator for the professional services agreement for the Design Work.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, which the Parties agree is sufficient, it is hereby agreed that:

1. Purpose. The purpose of this IGA is to identify the appropriate allocation of the costs to perform the Design Work for the Project between the Parties and to establish the process by which such cost sharing will be accomplished.

2. General Description of the Project. The Parties hereby agree to cooperate in the funding of the Design Work for the Project, as described more fully in this IGA. The Parties anticipate that the Design Work will begin in the first quarter of 2016 and take approximately eighteen (18) months to complete.

3. Project Representatives.

(a) County Representative. The County hereby designates the County's Transportation Division Manager (Bryan Weimer, [bweimer@arapahogov.com](mailto:bweimer@arapahogov.com); and Engineer (Jon Williams, [JWilliams@co.arapahoe.co.us](mailto:JWilliams@co.arapahoe.co.us)), (720) 874-6500), both as the County's representatives to coordinate all communication with the City related to the Design Work and issues arising under this IGA. Both Mr. Weimer and Mr. Williams will be copied on all correspondence.

(b) City Representative. The City hereby designates the City's Public Works Project Engineers (Dennis Eden, [Deden@auroragov.org](mailto:Deden@auroragov.org), and Victor Rachael, Jr. [Vrachael@auroragov.org](mailto:Vrachael@auroragov.org) (303) 739-7300) as the City's representatives to coordinate all communication with the County related to the Design Work and issues arising under this IGA.

4. Estimate of Project Costs. The Parties estimate that the completion of the Design Work associated with the Project will be Nine Hundred Thousand, Four Hundred Fourteen Dollars (\$900,414.00) (the "Design Work Cost Estimate"); this does not include the funds spent by the County to date. The Parties shall share the costs associated

with the Design Work as set forth in the table below. The cost share percentages are based on the attached cost estimate prepared by the Consultant to complete the project scope in accordance with Federal requirements, attached as **Exhibit A**. Based on **Exhibit A**, the Parties' respective shares of the Design Work Cost Estimate and any Design Work cost overruns/underruns shall be as follows:

Party	Each Party's Estimated Share of the Design Work (Federalized Scope of Work)	Each Party's share of Final Design work completed to date (Initial Contribution)	Percentage of Design Work
City of Aurora	\$450,207.00	\$45,165.75	50%
Arapahoe County	\$450,207.00	\$45,165.75	50%
<b>TOTAL</b>	\$900,414.00	\$90,331.50	100%

Design tasks have previously been completed through the original contract awarded December 4, 2013, and solely funded by Arapahoe County, the consultant provided certain services including re-evaluation of the intersection layout, survey, soil borings, and environmental review. The total design services expenditures paid to date by the County to complete the initial non-federalized portion of the Project have been \$90,331.50. The County's initial contribution (the "County Initial Contribution"), as set forth above, shall be Forty-Five Thousand One Hundred Sixty-Five Dollars and 75 cents (\$45,165.75). The City's initial contribution (the "City Initial Contribution"), as set forth above, shall be Forty Five Thousand One Hundred Sixty Five Dollars and 75 cents (\$45,165.75).

(a) **Project Account.** Arapahoe County shall cause to be established an account ("County Account"), for the Aurora's share of the Design Work, for the deposit of Aurora's contributions to the Estimated Design Work Costs. The County Account shall be established prior to any obligation to deposit funds. The account will not accrue interest on the deposits. All Aurora funds deposited in the County Account shall remain in such account and will be used to pay the Aurora share of Design Work Invoices until completion of the Project described in this Agreement or until termination or abandonment of the Project at which time such remaining funds shall be paid to Aurora from the respective account. In the event that Aurora's funds remain within the County Account at the completion of the Project described in this Agreement or at termination or abandonment of the Project, the remaining funds shall be paid to Aurora from their respective account within thirty (30) days of such completion, termination, or abandonment. Within thirty (30) business days of the full execution of this Agreement by the Parties, Aurora shall deposit into the County Account funds equal to the applicable amounts set forth in Paragraph 7 below. Arapahoe County affirms that it previously deposited funds equal to its share of the Project into a separate Arapahoe County account earmarked for the Project (the "County Project Account") and that draws on the County Project Account to fund Arapahoe County's share of the Project shall be made in accordance with the terms of this Agreement. The County will maintain full and complete records of the Project Account in accordance with generally accepted

accounting principles. All payments made from the County Account shall be made according to the Design Work percentage shares established by this IGA and set forth in the table above (50% County, 50% City).

(b) Accounting. Upon request, the County shall provide the City with a report evidencing (a) the balance of the Project Account; (b) the total costs of the Design Work through the date of the report, as compared to the budget; and (c) copies of all invoices submitted to the County by the Design Firm, as that term is defined in Section 6 below, through the date of the report. At its sole expense, the City will perform a reconciliation of the costs associated with the Design Work as compared to the budget. In the event the City determines the cost of the Design Work is in excess of the approved budget, the City will notify the County Representative to try to resolve the discrepancy between the budgeted costs and the actual costs of the Design Work. In the event the County Representative and the City Representative are unable to resolve the discrepancy, the City and the County will mutually determine how to resolve the increase in costs through the payment of additional money or a reduction in the scope of the Design Work. Following completion of the Design Work and conditional acceptance thereof by the City and the County, the County shall provide the City with a final accounting of the total costs of the Design Work within 45 days. In the event the City disputes any of the costs, the City shall notify the County within 30 days. The County shall have thirty (30) days to review the records to verify the costs and provide the City with a final cost reconciliation. In the event the City does not agree with the County's final reconciliation, the City shall be entitled within sixty (60) days of receipt of the final accounting to have an independent Certified Public Accountant examine the financial records, including all invoices, addendums, and bank statements, to determine if each party has paid its allocable share of the costs. If the accountant determines that there is a discrepancy in the financial records which results in a payment adjustment in favor of the City exceeding three percent (3%) of the City Full Contribution for design work, as that term is defined in Section 7 below, the County shall pay for the accountant's fee and expenses as well as make the appropriate adjustment to the City's share of the costs associated with the Design Work. If no discrepancy is found, or there is a discrepancy in the financial records which results in a payment adjustment in favor of the County, the City shall pay 100% of the accountant's fees and expenses as well as the County's reasonable accounting fees and expenses incurred with respect to such review. If no discrepancy is found, but the City is still contesting the allocation of the costs, the City shall be entitled to file an interpleader action in the District Court in and for Arapahoe County, Colorado, and may deposit the remaining funds with the registry of said Court.

5. Cost Underruns and Overruns.

(a) If the total actual costs to complete the Design Work are less than the Project budgeted cost estimate of Nine Hundred Ninety Thousand Seven Hundred Forty-Five Dollars and 50 cents (\$990,745.50), then the amount each Party is ultimately responsible to contribute toward the Project shall be decreased in accordance with the percentage for contract underruns and overruns as described in Section 4 above. In the event that funds remain in the Project Account at the completion of the Design Work described in this IGA, the County: (1) shall remit the City's share of such funds (being

50%) to the City; or (2) shall apply the City's share of such funds (being 50%) to Project construction costs, as directed by the City in writing. Any payment or credit of funds remaining in the Project Account at the completion of the Design Work shall be accomplished within thirty (30) days following the County's receipt of the City's written instructions.

(b) If the total actual costs to complete the Design Work exceed the preliminary budget of Nine Hundred Ninety Thousand Seven Hundred Forty Five Dollars and 50 cents (\$990,745.50), the Parties agree to work together in good faith to increase the amount each Party is obligated to contribute in accordance with the percentage for contract underruns and overruns as described in Section 4, and dependent on authorization from each jurisdiction's governing body. Arapahoe County, as the contract administrator, and the City agree to cooperate with each other, to keep the Project within the estimated cost and also to consider changing the scope of work in order to avoid cost over-runs requiring any appropriation of additional funds. Any such changes shall be effected only by a written and duly executed amendment to this IGA.

(c) If one of the Parties requires in writing specific additional work for their individual benefit which is not included in the scope of work with the consultant, such Party will pay the actual cost for the services being requested to the County to cover said request within 30 days of the additional services being provided. The requesting Party and County will agree upon the scope of the additional services being requested and the associated fee in writing prior to the County authorizing the additional services via addendum to the consultant agreement with the County.

6. Selection of the Design Firm. In 2013, the County issued a Request for Proposals (PROJECT NO. C12-016) (the "RFP") to solicit submissions from qualified firms to complete the Design Work. The County awarded the original contract to complete the intersection design on December 3, 2014. An addendum to the original contract to allow completion of the design while meeting federal design requirements for construction of the intersection using Federal funds has also been agreed to. The County has entered into a professional services agreement with the design firm or design consultant that the selection team determined to be the most qualified to complete the Design Work (the "Design Firm").

7. Parties' Deposits and Management of Project Account. After execution of this IGA and within thirty (30) business days following the City representative's receipt of such written confirmation, the City shall remit \$495,372.75 ("City Full Contribution") to the County, which represents the full amount of the City Initial Contribution and City's share of the Design Work Cost Estimate set forth in Section 4 above. Upon receipt, the County shall deposit the \$450,207.00 of the City's Full Contribution in the County Account. The County shall deposit funds equal to the County's share of the Design Work Cost Estimate into the Project Account on or before the date on which the City Full Contribution is received by the County. To the extent that subsequent City contributions are required due to cost overruns that are in excess of the City Full Contribution, the County shall provide written documentation to the City representative: (1) detailing the amount of the cost overrun for the Design Work; and (2) setting forth the City's share of

the same. Upon agreement with the amount provided by the County, to be determined in accordance with Section 4 above, the City shall remit the City's share of any cost overruns to the County within thirty (30) days following receipt of the County's request for supplemental funding. Any such payment, however, is subject to appropriation by the City.

8. Contract Administration.

As the contract administrator for the Design Work, the County shall:

- Enter into a professional services agreement with the Design Firm selected by the County (through the selection committee) to perform the Design Work.
- Establish and maintain a method of prompt and efficient communication concerning the Design Work to the City representatives, including verifying that both parties can meet at a desired time, before any meeting is scheduled. The County representatives shall make all reasonable efforts to apprise the City representatives of the progress of the Design Work, compliance and non-compliance with performance deadlines, and shall immediately inform the City representatives in writing if it is anticipated or reasonably foreseeable that the Design Work will not be completed on time or within the Design Work Cost Estimate set forth in Section 4 above.
- Communicate with the City's designated, individual staff contacts concerning the Project.
- Resolve all contractual disputes with the Design Firm.
- Cause all payments to the consultant(s) to be subject to withholding for retainage in accordance with law.
- Manage the funds for the Project so that invoices from the consultant(s) are paid from the County's Project and County Account according to the Agreement.
- Provide all necessary or desirable expertise and experience (e.g. but not limited to legal, contract administration, engineering, financial, accounting) to manage the performance of the Design Firm engaged by the County to complete the Design Work under the professional services agreement.
- Supervise and review the work of the consultant performing the Final Design and right-of-way acquisition for the Project to ensure compliance with the applicable engineering standards, guidelines, laws, and/or regulations.

- Provide a full and complete copy, in both hard copy and electronic format, of the final Project design, documentation, including but not limited to meeting minutes, technical reports, waiver of criteria, financial information, etc., to the City, when the same has been completed by the Design Firm.
- Establish and manage the County Account, and provide a final accounting of the Project Account to the City within forty-five (45) days following the date on which the Design Work has been completed by the Design Firm.

9. Term. This IGA shall be effective as of the Effective Date set forth on page one and shall terminate upon the completion of the Design Work or on December 31, 2017, whichever last occurs.

10. Subsequent Project Costs. At the completion of design and upon receipt of estimated project costs being provided, the Parties shall develop a subsequent intergovernmental agreement that addresses the costs of the Project after design and the cost sharing of those costs.

11. Notice. Any notice required or permitted by this IGA shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

Arapahoe County: Public Works & Development  
 Arapahoe County Lima Plaza  
 6924 S. Lima Street  
 Centennial, CO 80112  
 Attention: Transportation Division Manager

With a copy to: County Attorney  
 County Administration Building  
 5334 S. Prince Street  
 Littleton, CO 80120

City of Aurora: City of Aurora  
 Engineering Services  
 15151 E. Alameda Parkway, Suite 3200  
 Aurora, CO 80012  
 Attention: City Engineer

With a copy to: Aurora City Attorney  
 15151 E. Alameda Parkway, Suite 5300  
 Aurora, CO 80012

12. Miscellaneous Provisions.

(a) This IGA contains all of the terms agreed upon by the Parties related to the cost sharing of the Design Work. Any amendments or modifications to this IGA must be in writing executed by the Parties in order to be valid and binding.

(b) No Party to this IGA shall assign or transfer any of its rights, duties or obligations hereunder without prior written consent of the other Party, which consent may be withheld for any or no reason.

(c) The provisions of this IGA shall bind and inure to the benefit of the Parties and to their respective permitted assigns.

(d) The Parties agree and acknowledge that this IGA may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

(e) Except as otherwise stated herein, this IGA is intended to describe the rights and responsibilities of and between the named Parties and is not intended to, and shall not be deemed to confer rights upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of the Parties. Nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person or entity under or pursuant to this IGA. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this IGA, receiving services or benefits under this IGA shall be deemed to be incidental beneficiaries only. The Design Firm is not a third party beneficiary of this IGA.

(f) Each and every covenant, promise or term contained in this IGA shall not merge in any other document executed by either or both Parties to effect or implement the provisions of this IGA, but shall survive such instrument.

(g) This IGA constitutes the entire agreement of the Parties hereto. The Parties agree that there have been no representations made other than those contained herein, that this IGA constitutes their entire agreement, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

(h) Article X, Section 20/TABOR: The Parties understand and acknowledge that the County and the City are subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this IGA. It is understood and agreed that this IGA does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this IGA to the contrary, all payment obligations of the Parties are expressly dependent and conditioned upon the continuing availability of funds for such party beyond the term of the party’s current fiscal period ending upon the next succeeding December 31. Financial obligations of the Parties payable after

the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the individual paying party and other applicable law. Upon the failure to appropriate such funds, this IGA shall be terminated.

(i) This IGA may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

(j) The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this IGA.

(k) No waiver of any of the provisions of this IGA shall be deemed to constitute a waiver of any other of the provisions of this IGA, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

(l) No elected official, officer, agent or employee of the County or the City shall be charged personally or held contractually liable under any term or provision of this IGA, or because of any breach thereof or because of its or their execution or approval of this IGA.

(m) The Parties and their respective elected officials, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this IGA, the monetary limitations or any other rights, immunities or protections afforded by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as the same may be amended from time to time.

(n) The Parties enter into this IGA as separate, independent governmental entities and shall maintain such status throughout.

(o) Each Party shall bear full responsibility to independently provide appropriate and timely updates to their governing boards and department management.

IN WITNESS WHEREOF, the Parties have executed this IGA to be effective as of the Effective Date set forth above.

**BOARD OF COUNTY COMMISSIONERS  
ARAPAHOE COUNTY, COLORADO**

ATTEST:

---

---

By: Chair of the Board of County  
Commissioners, Authorized by Resolution  
Number \_\_\_\_\_

**CITY OF AURORA**

ATTEST:

\_\_\_\_\_  
JANICE NAPPER, City Clerk

\_\_\_\_\_  
STEPHEN D. HOGAN, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
JACK D. BAJOREK, Assistant City Attorney



## Board Summary Report

**Date:** April 8, 2016  
**To:** Board of County Commissioners  
**From:** Ron Carl, County Attorney  
Tiffanie Bleau, Senior Assistant County Attorney  
**Subject:** Proposed Centurylink License Agreement

### Request and Recommendation

The purpose of this report is to discuss a proposed license agreement for Centurylink scheduled for the April 19, 2016 consent agenda.

### Background & Discussion

On December 11, 2015, Centurylink submitted a formal application for a competitive cable franchise in Arapahoe County. The proposed agreement would allow Centurylink to operate and provide cable services within the Arapahoe County rights-of-way. Pursuant to FCC Rules found at 47 C.F.R. §76.41, the County had 90 days from the date of application to approve or deny the application. As Arapahoe County does not grant franchises and instead only grants license agreements, Centurylink agreed to an extension of the 90 day limit in order to further negotiate the terms of a license agreement.

After negotiation, the license agreement in a form approved by the County Attorney's Office is proposed for adoption by the Board of County Commissioners.

### *Key provisions*

Centurylink is agreeing initially to serve at least 12,000 residences in the unincorporated area of the County west of Aurora Reservoir. This is a higher percentage of residences than the originally offered fifteen percent. After that initial period, if Centurylink has a thirty percent subscription rate, it must expand to an additional fifteen percent of residences in the unincorporated area of the County. This expansion must include two distribution nodes east of Parker Road.

One of the key terms of the model agreement is that the cable operator pays a license fee as compensation for the use of public property. The fee is equivalent to 5% of gross revenues (the maximum amount defined by Federal law) derived from the operation of the cable system. The cable operator may pass these expenses on to subscribers.

The agreement proposed by CenturyLink is for a five year term, assuming an effective date of April 19, 2016, the agreement would expire on April 18, 2021. Per the terms of the proposed agreement, CenturyLink is required to establish rates on a non-discriminatory basis and the rates are to be the same for residential and Multiple Dwelling Unit customers alike. Rates may be

discounted temporarily or through the waiving of rates or charges in conjunction with promotional campaigns and reasonable discounts may be offered to senior citizens or economically disadvantaged citizens.

Finally, CenturyLink is required to comply with all equal employment or non-discrimination provisions and requirements of federal, state and local laws.

*Technical infrastructure*

The technical infrastructure that CenturyLink's video delivery system is built upon consists of the basic landlines that have provided phone service to residences and businesses for years. By using a technology to "bond" the individual wires together, there is enough capacity available to handle the data volumes required for video distribution.

What is vital to this solution is ensuring the quality of the circuits that CenturyLink will be using. Thus, CenturyLink has initiated a major testing effort to certify that circuits into residences meet the technical specifications required. Once these circuits have been certified (and remediated as necessary), then CenturyLink is in a position to offer the new service to customers.

Because of the technical solution being proposed to offer video services to residents and business within the County, there is no substantial infrastructure build-out required; the infrastructure has already been established. CenturyLink, in the agreement, has proposed to offer the video services to any person within 4,000 cable feet of an activated remote terminal.

*Other jurisdictions*

CenturyLink has been working with other area jurisdictions to establish franchise agreements. To date, Douglas County and Jefferson County have established agreements. Parts of Highlands Ranch, Lone Tree, Littleton and Centennial also have agreements in place.

**Alternatives**

The alternative would be for the BOCC to deny the application and Centurylink would not be allowed to provide broadband service as an additional entrant in the unincorporated area of the County.

**Fiscal Impact**

There is no direct cost associated with the proposed license agreement, other than the answering and escalation of customer calls about service issues by IT. If the County's history with Comcast is a good example of the volume of these calls, we may receive 1-2 per week.

The license fee is dependent on a percentage (proposed at 5%) of gross revenues. The proposed percentage is identical to that currently paid by Comcast under its license agreement with the County. Obviously, overall revenue to the County will vary based on the pricing offered by the provider and the number of customers who subscribe to the services.

**Reviewed by:**

Ron Carl, County Attorney  
David Bessen, IT  
Finance

**RESOLUTION NO.** \_\_\_\_\_ It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to adopt the following Resolution:

WHEREAS, Arapahoe County owns and has property interests in certain rights-of-way for road purposes and easements for utility purposes; and

WHEREAS, the Board of County Commissioners is empowered, pursuant to Sections 30-11-101, 30-11-102, 30-11-103 and 30-11-107, C.R.S., as amended, to hold real property and interests in real property for the use of the County, to sell, convey, lease, or exchange any such real property, to do all acts concerning such property which may be necessary to the corporate or administrative powers of the County, to make such orders concerning County property as it deems expedient, and to have the care of the County's property; and

WHEREAS, the Board of County Commissioners has been requested by Qwest Broadband Services, Inc. d/b/a Centurylink ("Licensee") to allow the use of said rights-of-way and easements by Licensee for the purpose of the installation, repair and maintenance of broadband service distribution lines and appurtenant equipment; and

WHEREAS, Licensee submitted a formal application for a franchise agreement on December 11, 2016; and

WHEREAS, Arapahoe County does not grant franchises for cable services, but can grant a license agreement to Licensee; and

WHEREAS, the Board of County Commissioners finds it is in the best interest of the health, safety, and welfare of the citizens of Arapahoe County to regulate and/or monitor cable service within unincorporated Arapahoe County to provide adequate safeguards and standards for Arapahoe County citizens; and

WHEREAS, in relation to the aforementioned, the Board of County Commissioners desires to grant a revocable license to the Licensee to use Arapahoe County rights-of-way and easements for the provision of cable services to the unincorporated areas of the County; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County that the Chair of the Board of County Commissioners is authorized to sign the Cable License Agreement by and between Qwest Broadband Services, Inc. d/b/a Centurylink and Arapahoe County relating to the use of public rights-of-way and easements for cable television services and other telecommunication services in unincorporated Arapahoe County, for a fee in the amount of five percent (5%) of gross revenues, for the period from April 19, 2016 to April 18, 2021, pursuant to the terms contained therein, subject to Centurylink's execution of the Agreement and the approval of the Agreement as to form by the County Attorney's Office.

The vote was:

Commissioner Bockenfeld, \_\_\_; Commissioner Doty, \_\_\_; Commissioner Holen, \_\_\_; Commissioner Jackson, \_\_\_; Commissioner Sharpe, \_\_\_.

The Chair declared the motion carried and so ordered.



## Board Summary Report

**Date:** 04/01/2016  
**To:** Board of County Commissioners  
**Through:** Don Klemme, Community Resources Department Director  
**From:** T.J. Westphal, County Veterans Service Officer  
**Subject:** Veterans Service Officer Summary Report

### Direction/Information:

The purpose of this report is to communicate the services provided to Veteran's and their families by the Arapahoe County Veterans Service Officer during the month of March, 2016.

### Background

The Colorado Department of Veterans Services requires assistance to Veterans and their families in compliance with Sections 28-5-801 et seq., Colorado Revised Statutes, in receiving their benefits such as, but not limited to:

#### Burials:

- Provide veterans within Arapahoe County the information regarding their burial allowance
- Advise and assist family members of veterans collection of death pension

#### Health Services:

- Assist veterans in processing claims for medical benefits
- Assist and coordinate with veterans' Medicaid cases

#### Claims:

- Prepare, present and appeal claims for VA benefits on behalf of Arapahoe County veterans and their dependents

### Links to Align Arapahoe

The services provided to veterans through our Veterans Services Office link to the Align Arapahoe Initiatives of Quality of Life and Service First. By connecting veterans to the resources available for them and assisting them with claims which may increase their available income, quality of life is improved. Service First is met through the timely and professional delivery of services to all veterans and family members who work with the Veterans Service Office.

**Discussion**

Arapahoe County Veterans Services provides full-time assistance to veterans and their families as required by state statutes.

**Alternatives**

This document is a state form required by the State of Colorado to be submitted monthly as application for monetary benefits payable to the County General Fund in accordance with Section 28-5-707 Colorado Revised Statutes.

**Fiscal Impact**

The County receives \$16,560 annually for the services provided to veterans in Arapahoe County. There is also a positive fiscal impact to individual veterans through successful claims recoveries.

**Concurrence**

This report was presented to Donald A. Klemme, Community Resources Department Director, who recommends approval and signature by the Board of County Commissioners.

**Attorney Comments**

If appropriate, include this section.

**Reviewed By:**

Although physical signatures are not required, the BSR must still be reviewed by all necessary departments prior to submitting. You MUST provide sufficient time for finance and county attorneys to review your document prior to being submitted. The names of the individuals that have approved must be listed below.

T.J. Westphal, County Veterans Service Officer  
Linda Haley, Senior Resources Division Manager  
Don Klemme, Community Resources Department Director



ARAPAHOE COUNTY  
VETERANS SERVICE OFFICE

## Arapahoe County Veterans Service Office March, 2016 - Summary Report

For the month of March, 2016:

- The County Veterans Service Office prepared, presented and appealed claims for federal benefits to the Department of Veterans Affairs. The office also administered the Veterans Trust Fund for emergency financial assistance. Staff conducted all daily operations to include meeting with veterans and/or their dependents, conducting community outreach, processing legal correspondence and fielding calls related to claims, referrals and general inquiries.
- John Rossie gave **12 hours** of volunteer service to the County Veterans Service Office.
- Goals and Objectives:
  - Total phone calls processed: **1248**
    - Specific to current claim action/status: **73**
    - Appointments, referrals, general inquiries: **510**
  - Scheduled/walk-in appointments/home visits: **84**
  - Claims for federal benefits filed to the VA: **46**
  - Other applications and claim correspondence: **92**
  - Requests for military records and corrections: **7**
  - Veterans Trust Fund requests granted: **7**
  - New favorable award notifications received: **22**
    - 2016 Favorable decisions to date: **56**
    - 2016 VA claim award recoveries to date: **\$880,887.69**
- Training, Outreach and Community Events:
  - 03/01/16 – Outreach: Aging Well Resource Center @ Bemis Public Library
  - 03/02/16 – Community: Aurora Veterans Forum March Meeting
  - 03/07/16 – Outreach: Vietnam Veterans Appreciation Day @ CO State Capitol
  - 03/08/16 – Community: UVC March Meeting
  - 03/22/16 – Outreach: Benefits/Presentation meeting with Fitzsimons CLC Marketing Coordinator
  - 03/29/16 – Outreach: 50<sup>th</sup> Vietnam War Anniversary Commemoration Ceremony @ Ft. Logan

Respectfully Submitted,

T.J. Westphal  
County Veterans Service Officer  
Arapahoe County, Colorado



Colorado Department of Military and Veterans Affairs  
 County Veterans Service Officers Monthly Report and Certification of Pay

County of **ARAPAHOE** Month of **MARCH 2016**

General Information		Request for Medica Records	
Telephone Calls	583	21-4142 & 21-4142a	4
Office Visits	83	<b>Military Records/Corrections</b>	
Home Visits	1	SF180	3
Outreach Visits	4	DD149	0
Community Events	2	DD293	0
Request for Medal	0	NA13075	0
Operation Recognition	0	Other	0
Correspondence Rec'd	51	<b>NSC Pension</b>	
Correspondence Written	86	21-527EZ	2
Info/Referral/Inquiries	510	21-8416	2
VCAA Notice	14	<b>Widows Pension</b>	
State Benefits	1	21-534EZ	0
Income Verifications	3	21-8416	0
<b>New Claims Initiated</b>		<b>DIC</b>	
21-22 CVA	28	21-5234EZ	1
21-22 others	0	<b>Waivers/Compromise</b>	
<b>SC Entitlement</b>		21-4138	0
21-526EZ New	32	21-5655	0
21-0966 Informal	10	<b>Appeals</b>	
21-526EZ New Issue	0	21-0985 NOD	7
21-526EZ Reopen	0	VA Form 9	1
21-526EZ Increase	0	<b>VA Home Loan</b>	
21-526EZ Secondary	0	26-1800	0

21-526EZ Reinstatement	0	<b>Homeless Veterans Claims</b>	
21-526EZ IU	0	Service Connection	1
21-8940 IU	1	NSC Pension	0
21-4192 IU Employer	1	<b>Incarcerated Veterans</b>	
21-4138 SMC	2	21-526EZ Reinstatement	0
21-686c Dependency	14	21-4138 Apportionment	0
21-674 School Attendance	0	<b>Insurance Claims</b>	
<b>VA Healthcare</b>		29-357	0
10-10EZ	4	29-4364	0
10-10EZR	0	29-336 Beneficiary	0
10-10D CHAMPVA-DEP	0	29-4125 Lump Sum	0
10-7979A CHAMPVA	0	<b>VTF Requests</b>	
10-7959C CHAMPVA INS	0	Rental Assistance	1
<b>VOC REHAB</b>		Utilities Assistance	2
28-1900 CH31	0	Prescription Assistance	0
<b>MISC CLAIMS</b>		Food Assistance	4
21-8678 Clothing Allow	0	Transportation Assistance	0
21-4502 Adaptive Equip.	0	Clothing Assistance	0
26-4555 Housing	0	Other	0
10-0103 HISA Grant	0		
CRSC	0		
<b>Burial Allowance</b>			
21P-530	1		
40-1330	0		
21-2008	0		
26-1817	0		

**Certification by County Veterans Service Officer**

I hereby certify, the above captioned monthly report is true and accurate. I have been paid the following amount(s) for the month of \_\_\_\_\_, 20\_\_ from \_\_\_\_\_ county.

Salary	\$ _____
Expenses	\$ _____
Office Space	\$ _____
Telephone	\$ _____
Office Supplies	\$ _____
Travel	\$ _____
Training Conference	\$ _____
Other	\$ _____
 TOTAL	 \$ _____

  
\_\_\_\_\_  
Signature of County Veterans Service Officer

4-1-16  
\_\_\_\_\_  
Date

**Certification by County Commissioner or Designee**

In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised 9-11-2015:

\_\_\_\_\_  
County Commissioner or Designee of  
  
\_\_\_\_\_  
County  
  
\_\_\_\_\_  
Date

This certification, submitted monthly, properly signed and executed is considered as application for the monetary benefits to the County General Fund in accordance with 28-5-804 (2002) Colorado Revised State Statute.

Submit this form no later than the 15<sup>th</sup> day the following month.

Mail to:  
Colorado Division of Veterans Affairs  
Attention: Deputy Director  
1355 South Colorado Blvd.  
Building C, Suite 113  
Denver, Colorado 80222



## Board Summary Report

**Date:** April 4, 2016

**To:** Board of County Commissioners

**Through:** David C. Walcher, Sheriff

**From:** Olga Fujaros, Budget & Logistics Manager

**Subject:** Final Extension and Price Increase of 2013 Agreement for Services between Arapahoe County and AlliedBarton Security Services – RFP13-14

### Request and Recommendation

Request the Board of County Commissioners to authorize the Chair of the Board of County Commissioners to sign the Extension and four percent (4%) or up to \$29,169 Price Increase of the Agreement for Services between Arapahoe County and AlliedBarton Security Services for the provision of Armed Security Services for Arapahoe County Facilities.

### Background

An RFP for Armed Security Services for Arapahoe County Facilities was solicited in 2013 for 2013-2014 with the option to extend for an additional three (3) years.

### Discussion

AlliedBarton Security Services was awarded the Contract for the provision of Armed Security Services for Arapahoe County Facilities per RFP-13-14. For 2016-2017, both parties have agreed to a 4% price increase that would be up \$29,169 based on the original contract amount. The end date of the contract has been adjusted from April 30 to June 30, 2017 to more closely align with Arapahoe County's budget process.

### Alternatives

There is no alternative as AlliedBarton Security Services was awarded the contract per RFP-13-14.

### Fiscal Impact

The cost of the Agreement for Services has been included in the Sheriff's Office 2016 and 2017 General Fund Budget.

### Concurrence

The Administrative Staff of the Arapahoe County Sheriff's Office Detention Facility is in full support of extending the Agreement for Services with AlliedBarton Security Services.

### Reviewed By:

Olga Fujaros, Budget & Logistics Manager  
Vincent Line, Detentions Bureau Chief  
Louie Perea, Undersheriff  
Page 1 of 3

David C. Walcher, Sheriff  
Finance Department  
County Attorney

**RESOLUTION NO. 160\_\_\_\_\_** It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to authorize the Chair of the Board of County Commissioners to sign the Letter of Extension to the Agreement for Services by and between Arapahoe County and AlliedBarton Security Services for the purpose of providing Armed Security Services for Arapahoe County Facilities for the period of May 1, 2016 to June 30, 2017, pursuant to the terms contained therein.

The vote was:

Commissioner Bockenfeld, ; Commissioner Doty, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.



**ARAPAHOE COUNTY**  
COLORADO'S FIRST

**Department of Finance**

**PURCHASING DIVISION**  
5334 South Prince Street  
Littleton, Colorado 80120-1136  
Phone: 303-795-4430  
Fax: 303-738-7929  
www.arapahoegov.com

**JANET J. KENNEDY**  
Director

March 21, 2016

AlliedBarton Security Services  
Attn: Mr. Michael Daley  
390 Union Blvd., Suite 410  
Lakewood, CO 80228

**SUBJ: EXTENSION OF THE AGREEMENT FOR ARMED SECURITY SERVICES FOR ARAPAHOE COUNTY FACILITIES  
RFP-13-14**

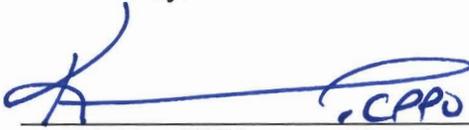
Arapahoe County and AlliedBarton Security Services entered into an agreement for RFP-13-14, Armed Security Services on May 1, 2013. The parties may mutually agree upon an annual extension of this agreement pursuant to the provisions as set forth in the original Agreement for Services (ACG Contract #SHDT134430).

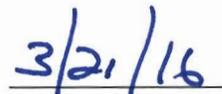
AlliedBarton Security Services hereby agrees to a 4% increase, and all parties mutually agree upon an annual extension of this agreement pursuant to the provisions set forth in the solicitation.

Staff has determined that it is to the best interest of the County to extend this agreement from May 1, 2016 through June 30, 2017.

By signing below, both parties agree to the extension of this Agreement for Services.

**Reviewed by:**

  
\_\_\_\_\_  
Keith Ashby, CPPO, Purchasing Manager  
Arapahoe County Government

  
\_\_\_\_\_  
Date



ARAPAHOE COUNTY  
COLORADO'S FIRST

Department of Finance

PURCHASING DIVISION  
5334 South Prince Street  
Littleton, Colorado 80120-1136  
Phone: 303-795-4430  
Fax: 303-738-7929  
www.arapahoegov.com

JANET J. KENNEDY  
Director

CONTRACTOR: ALLIED PARTON SECURITY SERVICES

By: Michael Daly  
(signature)

Title: BUSINESS DEVELOPMENT MANAGER

Signed this 18<sup>th</sup> day of MARCH, 2016

State of Colorado

County of: Jefferson

Subscribed and sworn to before me this 18<sup>th</sup> day of March, 2016

By: Kateri Nelson

My commission expires: June 15, 2019

KATERI NELSON  
NOTARY PUBLIC - STATE OF COLORADO  
My Identification # 20154023342  
Expires June 15, 2019

[Signature]  
Notary Public

SEAL

ATTEST: Clerk to the Board

ARAPAHOE COUNTY

\_\_\_\_\_

By: \_\_\_\_\_  
Chair, Board of County Commissioners  
(Or representative authorized by resolution)

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

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

Positions	Hours per week	Current Bill Rate	Proposed Increase	Estimated Bill rate (after implementing requested increase)	OT/Holiday Rate	Total Estimated Weekly Cost*	Total Estimated Monthly Cost**
Account Manager	45	\$20.16	4.00%	\$20.96	N/A	\$943.35	\$3,773.41
ASO - Altura	80	\$17.27	4.00%	\$17.96	\$26.95	\$1,437.12	\$5,748.49
ASO - Centennial DMV	40	\$17.27	4.00%	\$17.96	\$26.95	\$718.56	\$2,874.24
ASO - Centennial DMV OT	12.5	\$25.91	4.00%	\$26.95	\$40.43	\$336.89	\$1,347.57
ASO - Court 1	344	\$17.27	4.00%	\$17.96	\$26.95	\$6,179.62	\$24,718.50
ASO - Court 2	100	\$17.27	4.00%	\$17.96	\$26.95	\$1,796.40	\$7,185.61
ASO - Court A	50	\$17.27	4.00%	\$17.96	\$26.95	\$898.20	\$3,592.80
ASO - Detentions	40	\$17.27	4.00%	\$17.96	\$26.95	\$718.56	\$2,874.24
ASO - Aurora DMV	52.5	\$17.27	4.00%	\$17.96	\$26.95	\$943.11	\$3,772.45
ASO - A/D Works Lima	45	\$17.27	4.00%	\$17.96	\$26.95	\$808.38	\$3,233.52
ASO - Sheriff's Office	55	\$17.27	4.00%	\$17.96	\$26.95	\$988.02	\$3,952.09
ASO - Tri-County	100	\$17.27	4.00%	\$17.96	\$26.94	\$1,796.08	\$7,184.32
Inmate Watch	Only billed as needed	\$20.88	4.00%				\$21.72

\* estimated weekly cost does not include holiday coverage premiums  
 \*\* estimated monthly cost based on 4-week month - does not include holiday coverage premiums

\* estimated weekly cost does not include holiday coverage premiums  
 \*\* estimated monthly cost based on 4-week month - does not include holiday coverage premiums



## Board Summary Report

**Date:** April 4, 2016

**To:** Board of County Commissioners

**Through:** David C. Walcher, Sheriff

**From:** Olga Fajaros, Budget & Logistics Manager

**Subject:** 2016 Extension and Price Increase of the Agreement for Inmate Food and Laundry Services Between Arapahoe County and Aramark Correctional Services – RFP 12-63

### Request and Recommendation

Request the Board of County Commissioners to authorize the Chair of the Board of County Commissioners to sign the Extension and average 2.18% Price Increase of the Agreement for Services between Arapahoe County and Aramark Correctional Services, LLC for the provision of food and laundry services to the inmates of the Arapahoe County Detention Facility.

### Background

Aramark Correctional Services, LLC has provided food and laundry services to the inmates of the Arapahoe County Detention Facility since 2003. The latest award for Services was per RFP-12-63 to commence March 1, 2013.

### Links to Align Arapahoe

Optimize Use of Financial Assets – Aramark Correctional Services won the competitive bidding process to provide quality food and laundry services to the inmates at the Arapahoe County Sheriff’s Office Detention Facility at the lowest cost.

### Discussion

The Agreement is based on RFP-12-63 plus an average 2.18% price increase as outlined here:

Inmate Meals	\$1.001 X 2.6% increase = \$1.027
Kosher Meals	\$3.466 X 2.6% increase = \$3.556
Laundry	\$2.816.00 X 1.34% increase = \$2.854

This is the final extension of this contract.

### Alternatives

There are no alternatives as Aramark was awarded the contract through formal solicitation.

### Fiscal Impact

The cost of the Agreement for Services is included in the Sheriff’s Office General Fund Budget for 2016.

**Concurrence**

The Administrative Staff of the Arapahoe County Detention Facility is in full support of the Agreement for Services with Aramark Correctional Services.

**Reviewed By:**

Olga Fujaros, Budget & Logistics Manager

Vincent Line, Detentions Bureau Chief

Louie Perea, Undersheriff

David C. Walcher, Sheriff

Finance Department

County Attorney

**Attorney Comments**

**RESOLUTION NO.**            It was moved by Commissioner and duly seconded by Commissioner to authorize the Chair of the Board of County Commissioners to sign the Letter of Extension to the Agreement for Services by and between Arapahoe County and Aramark Correctional Services for the purpose of providing food and laundry at the Arapahoe County Sheriff's Office Detention Facility, for the period of March 1, 2016 to February 28, 2017 at the rates set forth in the Agreement, pursuant to the terms contained therein.

The vote was:

Commissioner Bockenfeld, ; Commissioner Doty, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.



**ARAPAHOE COUNTY**  
COLORADO'S FIRST

**David C. Walcher**  
Sheriff

**OFFICE OF THE SHERIFF**  
13101 E. Broncos Parkway  
Centennial, Colorado 80112  
Phone: 720-874-4176  
Fax: 720-874-4158  
www.arapahoesherriff.org  
sheriff@arapahoegov.com

February 1, 2016

Mark R. Adams  
ARAMARK Correctional Services, LLC  
ARAMARK Tower  
1101 Market Street, 25<sup>th</sup> Floor  
Philadelphia, PA 19107

**SUBJ: EXTENSION OF THE AGREEMENT FOR INMATE FOOD AND LAUNDRY SERVICES  
RFP-12-63**

Arapahoe County and ARAMARK Correctional Services, LLC entered into an agreement on March 1, 2013. The parties may mutually agree upon an annual extension of this agreement pursuant to the provisions as set forth in the original Agreement for Services or Purchase Agreement (ACG Contract #SHDT134411).

The following changes have been reviewed and approved by Sheriff's Office staff and the Purchasing Manager:

A CPI/MB increase of 2.6% in meal rates and 1.34% in laundry rates as calculated below:

Inmate Meals	\$1.001 X 2.6% increase = \$1.027
Kosher Meals	\$3.466 X 2.6% increase = \$3.556
Laundry	\$2.816.00 X 1.34% increase = \$2,854.00

Staff has determined that it is to the best interest of the County to extend this agreement from March 1, 2016 through February 28, 2017. This is the final extension of the Agreement.

By signing below, both parties agree to the extension of this Agreement for Services or Purchase Agreement.

**Reviewed by:**

\_\_\_\_\_  
Keith Ashby, CPPO, Purchasing Manager  
Arapahoe County Government

\_\_\_\_\_  
Date



CONTRACTOR: Aramark Correctional Services, LLC

By:   
(signature) Mark R. Adams

Title: Vice President Finance

Signed this 18 day of March, 2016

Commonwealth of Pennsylvania

County of: ~~Burlington~~ Philadelphia

Subscribed and sworn to before me this 18 day of March, 2016

By: 

My commission expires: 3/29/19

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
 Lucy Pappas Kline, Notary Public  
City of Philadelphia, Philadelphia County  
My Commission Expires March 29, 2019  
Notary Public PENNSYLVANIA ASSOCIATION OF NOTARIES

SEAL

ATTEST: Clerk to the Board

ARAPAHOE COUNTY

\_\_\_\_\_

By: \_\_\_\_\_  
Chair, Board of County Commissioners  
(Or representative authorized by resolution)

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

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



## Board Summary Report

**Date:** April 5, 2016

**To:** Board of County Commissioners

**Through:** Shannon Carter, Open Spaces Department Director

**From:** Josh Tenneson, Grants and Acquisitions Manager

**Subject:** Joint Project Proposal – South Suburban Parks and Recreation District, City of Littleton, and Urban Drainage Flood Control District – South Platte Park Low-Flow Channel Repair

**Request and Recommendation:**

The recommendation from Open Spaces staff and the Open Space Trails Advisory Board (“OSTAB”) to the Board of County Commissioners is to approve the expenditure of up to \$480,000 in Joint Project funds for the project.

This project proposal was heard and approved by the Board of County Commissioners at a study session on April 5, 2016.

**Background:**

A newly-completed South Platte River enhancement project at South Platte Park, funded in part by Arapahoe County Open Spaces, sustained severe damage from unprecedented high flows in the spring and summer floods of 2015. The enhancement project was one of the top four priority projects identified by the South Platte Working Group. The flooding drowned newly planted vegetation, stripped away soil and river aggregates, and reduced low-flow channel capacity.

To date the project partners have spent approximately \$4 million on the project; the County has contributed \$1,979,000. This Joint Project request will match significant partner funding and restore the river to its initial design, which is intended to return the function and aesthetics of a natural river system and its recreational uses.

**Links to Align Arapahoe:**

- Increase Intergovernmental Cooperation
- Increase Community and Regional Partnerships
- Improve Park, Trail and Open Space Opportunities
- Improve Customer Experience
- Optimize Use of Resources
- Enhance Quality of Life

**Discussion:**

This proposed project in South Platte Park would start near C-470 and work downstream along the South Platte River for 2.4 miles with four primary goals:

- 1) redistribute sediments in key locations from where they have been deposited in the flow channel back onto scoured point-bars to create a base for restoration and restore recreational usability;
- 2) install topsoil, erosion control blanket, and native seed on large exposed banks to create a diverse and stable riverside vegetation zone within a one- to two-year grow-in period;
- 3) stabilize eroded banks through willow stake establishment and small design changes with riprap installation; and
- 4) establish trees and shrubs to provide structurally diverse habitat, restore the aesthetics of the riparian area, and reduce velocity for future flow events.

The benefit to the public will be to regain walkable banks to the river for boating, tubing, fishing, and nature exploration on what is now loose and displaced riprap. Repairs will improve fishing opportunities by restoring channel and pool depth. The number of recreation days for boats and tubers will increase by regaining the low-flow channel capacity. Wildlife habitat will improve by bringing shrub and grass cover back in proximity to the water. Restoring the vegetation will also provide stability against further damage in future high-flow events as the vegetation reduces water velocity and roots help hold soil in place.

Construction (rock and soil work) is anticipated to last approximately two months from mobilization. Vegetation planting will occur approximately one month after that time. The establishment period may be up to a year with additional planting and plant care possible, and work is anticipated to start after high flows recede in summer of 2016 (work will begin after the high flow just in case we see a large runoff this spring and summer, which will mitigate against any potential damage to the repairs).

Regarding long-term sustainability of this project, the project partners believe the design was effective, but that the damage was caused by highly unusual flows that occurred during the initial establishment period of the restoration vegetation. Given a proper grow-in period, this project is designed to withstand the impacts of a 100-year flood through existing grade-control structures and rock. In Phase I, for example, where plantings had been established for two years, there was very little alteration or damage from the floods.

**Partner Contributions:**

<b>SOURCE OF FUNDING</b>	<b>FUNDS</b>
South Suburban Parks and Recreation District	\$50,000
City of Littleton	\$500,000
Urban Drainage and Flood Control District	\$425,000
Arapahoe County Open Spaces	\$480,000
<b>Total</b>	<b>\$1,455,000</b>

**Alternatives:**

Delay, modify or deny funding.

**Fiscal Impact:**

The Open Space Resolution authorizes the County to contribute funds from the Open Space Sales and Use Tax for eligible joint projects between the County and municipalities or other governmental entities in the County. County support for this project in the amount of \$480,000 will come from the Open Space Acquisition and Trails fund. The fund balance exceeds this amount. The County will not incur annual maintenance cost for this project.

**Concurrence:**

Please see attached recommendation from OSTAB.

**Attorney Comments:**

None

**Reviewed By:**

Josh Tenneson  
Grants and Acquisitions Manager

Shannon Carter, Director  
Intergovernmental Relations and Open Spaces

Tiffanie Bleau  
Assistant County Attorney

Janet Kennedy, Director  
Finance

**Attachments:**

1. OSTAB Recommendation – February 22, 2016
2. South Platte Park Low-Flood Channel Repair Joint Project Proposal – dated February 2016

RESOLUTION NO. \_\_\_\_\_. It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to approve a request for funding in the amount of up to \$480,000 in Joint Project funds for the South Platte Park Low-Flow Channel Repair project, contingent on the contribution of other partner funds and the execution of an intergovernmental agreement between Arapahoe County and South Suburban Parks and Recreation District, City of Littleton, and Urban Drainage and Flood Control District as presented to the Board of County Commissioners on this date.

The vote was:

Commissioner Bockenfeld,; Commissioner Doty,; Commissioner Holen,; Commissioner Jackson,; Commissioner Sharpe,.

The Chair declared the motion carried and so ordered.



**ARAPAHOE COUNTY**  
PROTECT. CONNECT. ENJOY.

## OSTAB Recommendation

**Date:** February 22, 2016  
**To:** Board of County Commissioners  
**From:** Open Space Trails and Advisory Board (OSTAB)  
**Subject:** Joint Project Proposal – South Suburban Parks and Recreation District, City of Littleton, and Urban Drainage Flood Control District – South Platte Park Low-Flow Channel Repair

**OSTAB Recommendation** – After considering the request from South Suburban Parks and Recreation District, City of Littleton, and Urban Drainage Flood Control District as an action item on this date, OSTAB recommends to the BOCC expenditure of up to \$480,000 of Arapahoe County Open Space Acquisition and Development funds for the South Platte Low-Flow Channel Repair Project, subject to full funding from all other sources and execution of an IGA.

**Motion by:** Grider Lee

**Seconded by:** Ron Weidmann

**Vote:**   5   Yes  
  0   No  
  0   Abstain  
  2   Absent and Excused

# South Suburban Park and Recreation District

## South Platte Park Low-Flood Channel Repair Project

### Joint Project Proposal to Arapahoe County Open Spaces



February 2016



South Suburban  
PARKS AND RECREATION



**South Suburban  
PARKS AND RECREATION**

November 23, 2015

Arapahoe County Open Space and Trails Advisory Board  
6934 S Lima St, Unit A  
Centennial, CO 80112

RE: South Platte River Low-Flow Channel Repair Request

Ladies and Gentlemen:

Please accept this application from the South Suburban Park and Recreation District, City of Littleton, and Urban Drainage and Flood Control District to the Arapahoe County Open Spaces Joint Project Proposal Fund for the South Platte River Low-Flow Channel Repair. An initial River Enhancement Project was funded with significant support from Arapahoe County and our named partners, and unfortunately received significant damage during the unprecedented, sustained high river flows in summer 2015. The County applied for FEMA funding to enact repairs, but was not deemed eligible, leaving the river channel scoured and the project short of its potential.

This project, once repaired, will complete a significant improvement on a section of river that suffers dramatically from appropriations of water from upstream reservoirs and ditches. This request will repair a channel design that concentrates this drastically reduced flow to improve recreation access for anglers and wildlife observers, increases the number of days the river is floatable, improves aquatic habitat and water quality, and restores connection between the river and its surrounding riparian vegetation.

Without Arapahoe County's support and financial backing, the partners will fall short of funds to properly repair the river channel in a single effort. Less than full funding would potentially reduce river and riparian habitat function and introduce future stability issues and loss of sediment. Additionally, working each section as funding becomes available would be an inefficient use of funds with multiple mobilizations and restoration of access points and staging areas. We strongly urge Arapahoe County help repair the South Platte River in South Platte Park with the funding available today.

I certify that I am authorized to sign on behalf of the applicant and that if awarded Joint Project funding for this project, the applicant will comply with Arapahoe County's requirements for the Joint Project administration, including matching, due diligence, and reporting requirements.

Sincerely,

Rob Hanna  
Executive Director

RH SL/ds

Administrative Office  
6631 S. University Blvd.  
Centennial, CO 80121-2913

phone 303.798.5131  
fax 303.798.3030  
www.sspr.org

**Board of Directors**  
John K. Ostermiller, Chair

Susan M. Rosser  
Pamela M. Eller  
Michael T. Anderson  
Scott A. LaBrash

**Executive Director**  
Rob Hanna

## **Part 3: Project Summary**

- **Abstract**

A newly completed South Platte River enhancement project, funded in part by Arapahoe County Open Spaces, received severe damage from historically-high flows in the summer of 2015 during the restoration establishment period drowning vegetation and stripping away soil. The grant would help match funding to restore the river to its initial design to return the function and aesthetics of the natural river system and its recreational uses.

- **Scope of Project**

The river enhancement project was nearly complete, with all that remained being the establishment and grow-in period of restoration plantings to stabilize the design. However, flows exceeded the previous 30-year maximum, drowned that vegetation and prevented access to the river channel for three months, eventually causing damage to the river design. This proposed project would start near C470 and work downstream for 2.4 miles to repair sections of erosion and bank instability, return the low-flow channel design, dredge and return sands and gravels to the scoured upland banks, and install native vegetation throughout the reach to stabilize soils.

- **Location**

South Platte Park, a natural floodplain park, is located in the City of Littleton in western Arapahoe County, Colorado. The 878-acre park spans from C-470 north to Reynolds Landing Park with the South Platte River and the Mary Carter Greenway Trail running through it. The main entrance is near the northwest corner of S. Santa Fe Drive and W. Mineral Ave, behind the Aspen Grove Lifestyle Center.

- **Expected Results**

This project will have several results. The first is to restore the function of the low-flow channel which is to concentrate year-round minimum flow levels. It will also restore functionality of the riffle-pool-run sequence that provides for fish passage survival in low-flow or high-temperature conditions. Recreational usability will be returned to several miles of river bank that have become impassable to visitors due to loose rock and missing gravel materials. Finally, the establishment of vegetation will create long term stability of the overall design, as well as restore riparian habitat for insects, birds, and small mammals on what is currently barren, scoured rock banks.

- **Public Benefits**

The public will benefit by regaining walkable banks along 2.4 miles of the South Platte River, for access for boating, tubing, angling, and nature exploration that are now very difficult with loose and displaced riprap. This effort will significantly improve the aesthetics of the natural area park by restoring soil and vegetation on the riparian edges to cover scoured river banks. Angling opportunities would improve as channel depth is restored to the low-flow channel and pools by removing sediment moved by flooding. The number of river recreation days would increase as shallowed areas are restored to their pre-flood depth, allowing the passage of boats and tubes again at moderate to low flow levels. Public investment in the previous project would be brought finally realized, as that investment is currently a detriment that was responsible for destabilizing the channel banks immediately before unprecedented river flows.

- **Partner Contributions**

South Suburban Park and Recreation District	\$50,000
City of Littleton	\$500,000
Urban Drainage and Flood Control District	\$425,000
Arapahoe County Open Space	\$480,000
Total	\$1, 455,000

None of the funds shown above come from South Platte Working Group pledged funds. All funding provided by partners are from operation, contingency or postponed projects for this priority repair.

- **Expected Time of Completion**

Construction (rock and soil work) is anticipated to last approximately two months from mobilization, with restoration planting completed approximately one month after that time. The establishment period may be up to a year with additional planting and plant care possible, or to stagger timing of various plant installations to occur at the prime time of year for each technique. We are anticipating a mobilization period in late summer of 2016 to maximize timing for work before the next high water period.

#### **Part 4: Relevance to Existing Plans**

- **County Comprehensive Plan**

The proposed project meets the intent of the Comprehensive Plan through the conservation of wildlife habitat, creation of wildlife observation opportunities, and creation of passive and active recreation activities. As related to Strategy OS 1.1(e), the project maintains open space areas and improves park facilities; and Strategy OS 1.4 (a) allows resource-based recreation such as fishing.

- **County Open Space Resolution**

Specifically relating to the resolution, the project protects lands that preserve water quality in rivers, lakes and streams; maintains and improves open space; and protects wildlife habitat and the critical river corridors.

- **County Open Space Master Plan**

The project meets the goal for incorporated Arapahoe County of creating cooperative partnerships to conserve, design and improve opens space, parks, and trails for the that return maximum benefit to county residents. It also meets the goal of leveraging funds for open space, parks, and trails.

- **County Joint Project Criteria**

The project is a high priority, it is regional in nature, and it is timely and non-controversial. The project costs and timing exceed the limit for an open space grant. Adequate pre-planning, public input and support have been demonstrated by support for the initial construction of the project, strong public support and a lack of complaints during the construction of the initial funding, and public requests to repair the river banks following the flooding. The proposing agencies have committed a significant level of matching funds covering over 70% of the total cost. The entire project is within the borders of Arapahoe County and services a large number of Arapahoe County residents.

- **Agency Plans and/or other Strategic Plans**

In December 2011, the South Suburban Park and Recreation District Board of Directors and the Littleton City Council approved the *South Platte Park, South Platte River Enhancement Plan*. Urban Drainage and Flood Control District adopted the plan. This plan outlined the need for the project and the concepts for enhancement of the river. This is also addressed in the future project

work section of the 2009 South Platte Park Management Plan indicating aquatic health and river function are the most threatened natural systems in the Park.

## Part 5: Detailed Discussion

### Need and urgency:

This request is for repair to a previously completed project designed to resize 2.4 miles of the South Platte River for new flow conditions created by upstream reservoirs. An analysis of the river showed the river was a fraction of the size appropriate for the existing channel width. The intent was to concentrate extremely low flows into a functional stream system usable by wildlife and recreationists, without affecting overall capacity of the flood channel.

Project construction was complete and the intended impact were observed to be successfully functioning according to design through April of 2015. Water managers in the state are calling May of 2015 “the Miracle May” where snowpack rose from below-average levels to double the average in a very short time, while rain storms inundated the lowlands of the Front Range with storms daily. Flows in South Platte Park increased to 3,000 cubic feet per second, more than six times the 30-year average, and were sustained at that level for nearly three months. This level of flow was unprecedented since the installation of Chatfield Reservoir. The disturbance caused by construction was in the process of being stabilized through standard restoration practices with erosion blanket, seed, and plantings. Those items held up for a short time, but were unable to withstand the length of inundation or the strength of the currents at such high flows.



*Photo example on the left shows installation of erosion blanket over topsoil and seed prior to high water events; on the right shows the loss of material and drowned willow stakes following flooding.*

As a result, most of the restoration cover (topsoil and seed) was stripped from the project. Without this cover layer, the finer river sediments of sand and gravel were scoured from the river banks and carried into the newly-deepened channel, filling sections of it in. This left upland bars consisting of difficult-to-cross cobbles and loose riprap without finer fill materials to lock them in place. The pools and low-flow channel that had been functioning as designed are now clogged and filled in places. Some areas of hardened channel improvements received minor scour and short-cutting, however, overall the design of the low-flow channel survived flooding as designed.



*Photo example on the left shows the narrowed channel and desired bank materials prior to the flood, and some of the scour and loss of sediment this project request will repair.*

The need for this request comes from the fact that the upland banks now consist of loose and scoured rock without soil, fine aggregates, or vegetation. This creates hazardous situations for park users trying to walk across the unstable surface, it is unsightly in what is intended to be a natural aesthetic river system, and it is lacking the river-side habitats and cover needed by many wildlife species. The lack of vegetation leaves this channel unstable and susceptible to future scour and sediment removal during even moderate flows, and new vegetation will be unable to establish itself naturally on the rock banks without minimal topsoil or sand materials to germinate in. Loose sediments and filled pools limit survivability for fish at this popular angling destination, and the reduced channel depth makes recreational boating passage possible only at higher flow levels. The overall purpose of river channel efforts initially were to make the best use of extremely low water levels for much of the year. Since flooding stopped and the Front Range experienced the hottest September on record, the river has now been at 1% of its 30 year average, and seeing 0.3 cfs concentrated into what remains of that low-flow channel shows the value of the initial project in maintaining a functional river given the future of water availability in this river system.



*Photo example on the left shows restoration materials in place before high flows, on the right shows successful restoration above the high-water mark, and the scoured bank and planting pockets in areas that had been inundated.*

The urgency for this request is primarily based on continued instability of the river channel small sediments, as well as timing of the funding from partner agencies. Without soils and finer river sediments, vegetation will be very slow in establishing on the scoured rocky shores, which means

future higher-water events will continue to move and remove sediments until they are secured by plant roots or completely washed away from the site. As this Park is downstream from a reservoir, there is no opportunity for sediments to wash in from upstream to fill in displaced sediments. Willow stakes to establish willow groves, and sand-bar shrub plantings are necessary to reduce the velocity and energy of water in future flood events as it flows over constructed bars and stabilized banks. Urban Drainage, the City of Littleton, and South Suburban Parks and Recreation have been able to direct some remaining 2015, and some contingency 2016 funds towards more immediate repairs. Delays in finding our full funding match could mean a loss of existing funding sources, and mobilization costs for this type of work make the most economic efficiency to conduct at one time, rather than piecemealing it as funding becomes available.

### **Goals:**

The goal of the project is restore the South Platte River channel in South Platte Park back to its pre-flood river enhancement design and condition. This will be accomplished as follows: 1) redistribute sediments in key locations from where they have been deposited in the flow channel back onto scoured point-bars to create a base for restoration and restore recreational usability 2) install topsoil, erosion control blanket, and native seed on large exposed banks to create a diverse and stable riverside vegetation zone within a one- to two-year grow-in period 3) stabilize eroded banks through willow stake establishment and small design changes with riprap installation, and 4) establish trees and shrubs to provide structurally diverse habitat, restore the aesthetics of the riparian area, and to reduce velocity for future flow events.

A listing of project repairs was created by inspection and agreement between site managers, project managers, and the construction firms. The budget in Part 10 shows the repairs organized in order from upstream to downstream location along with the quantity of work needed and the priority of each repair looking at the value of the repair for project stability, recreational improvement, and accessibility. Managers have considered each repair and are balancing the value of each repair for functionality, versus the cost for each. Not every piece of the project damaged will get repaired as the value of the repair is not worth the damage to surrounding areas to access them.

### **Expected User Groups:**

The Mary Carter Greenway Trail, which parallels the project area, has a current use estimate of 550,000 user visits per year, with hourly rates of non-organized users recorded as high as 500 people per hour during peak times. The Nature Center adjacent to the river has visitation of 14,000 people, and program participation around 5,000 people annually. These numbers do not include the high number of natural-surface trail users, river users, and anglers that do not currently have a formal count system in place. Visitors throughout the metro area come to the Park for a variety of reasons. Some come to walk, bike, or run the Mary Carter Greenway trail. Others come to kayak, canoe, or fish the South Platte River. Observing wildlife such as herons, ducks, beavers, snakes, raptors, and song birds is a popular outing in the Park. Individuals of all ages, school groups, and scouts attend nature programs held at the edge of the South Platte River. These education programs include classes such as Gold Panning, Wildlife Detectives, Ecosystem Adventures, Crazy About Crawdads, River Treasure Hunt, etc. Many come to simply enjoy the unique natural setting.

### **Process Used to Evaluate Project:**

The *South Platte Park Final Master Plan*, 1983, revised 1988, originally identified a need for improved fishing habitat in the river, and the 2009 *South Platte Park Management Plan* identified the aquatic and riparian habitat the most threatened in the Park, in need of numerous management functions. South Suburban, Littleton, Trout Unlimited (Denver and Cutthroat Chapters) hired Ecological Resources Consulting Inc. (ERC) to perform an assessment of the river corridor. In July 2009, the *Stream Assessment & Conceptual Restoration* study was completed. The study

found that beyond basic fishing habitat improvement, the river had become degraded and was in need of more significant enhancements to improve the ecological health of the system. Based upon this study, ERC moved forward to through a year of study, stake holders' meetings, and a public hearing, to submit the *South Platte Park, South Platte River Enhancement Plan* in January 2012. This plan provided detail concepts to meet the project goal of enhancing the river to mimic a more natural condition. After work was completed and flood damage occurred, ERC returned to the site to inspect conditions with Naranjo Construction, Arrowhead Landscaping, and all the project partners to evaluate the design, functionality, and damage. From that, the repair plan that is attached in Parts 6 and 10 was developed.

**Planning efforts to date:**

With the extensive studies performed to date, construction and contract managers having inspected the project on site, and Urban Drainage and Littleton as project sponsors, the planning efforts are essentially complete and ready to implement. The plan included costs and engineering analysis.

**Environmental Considerations:**

The proposed project is consistent with the principles of the *South Platte Park Management Plan*, updated 2009. The Management Plan sets procedure for the management of the natural area with controlled public access. The goal of the plan is to manage the natural resources so that a balance is created that allows visitors use of the area while preserving the natural resources. The plan addresses policies on land management, land use, vegetation management, water resource management, fisheries management, wildlife management, visitor management, and education through interpretation. The proposed project is consistence with these established policies and protocols for water, wildlife, vegetation, fisheries, and land use will be followed. This repair project should have positive outcomes on water quality by stabilizing sediments, and by improving the rate of flow through the better defined channel, and will improve wildlife habitat up to the waters edge. Establishment of restoration grasses, shrubs, and willows will create competition for invasive pioneer weeds.

**Inclusivity:**

ADA access to the river was accomplished through the construction of 2 ADA fishing platforms with an accessible route located near the Carson Nature Center. Enhancement of the river in this location was completed with Phase I of the project. A riffle/pool was constructed at the platform to improve fishing opportunities.

Access points to the river were established in the initial river enhancement project have been scoured to inaccessible cobbles and riprap. This request for the repair project will re-establish walk-able fine sediment materials for the greatest extent of access possible. Because of the existing steep terrain and Army Corps limitations on construction in the floodway, compacted surfaces and accessible slopes will be provided to the greatest extent possible where full and complete accessibility may not be.



*Photo example on left shows the potentially accessible slope and materials for typical access trails prior to flooding; on the right is what many of those access points currently look like – loose rock will be covered by soils and compacted to re-establish accessible trails during the restoration process where possible.*

### **Connectivity:**

The existing Mary Carter Greenway Trail, a regional trail, starts in South Platte Park at C-470 and continues 8.3 miles north to W. Dartmouth Ave., and then continues into Denver and eventually Adams County. The trail connects into other regional trails including: Centennial Trail (C-470 Trail), Lee Gulch Trail, Little’s Creek Trail, Big Dry Creek Trail and Bear Creek Trail. Parks and recreation facilities located along the trail include Chatfield State Park, South Platte Park, Reynolds Landing, Lee Gulch Overlook, Hudson Gardens, Watson Lake, Littleton Golf Course, Oxbow Point and Creekside Experience.

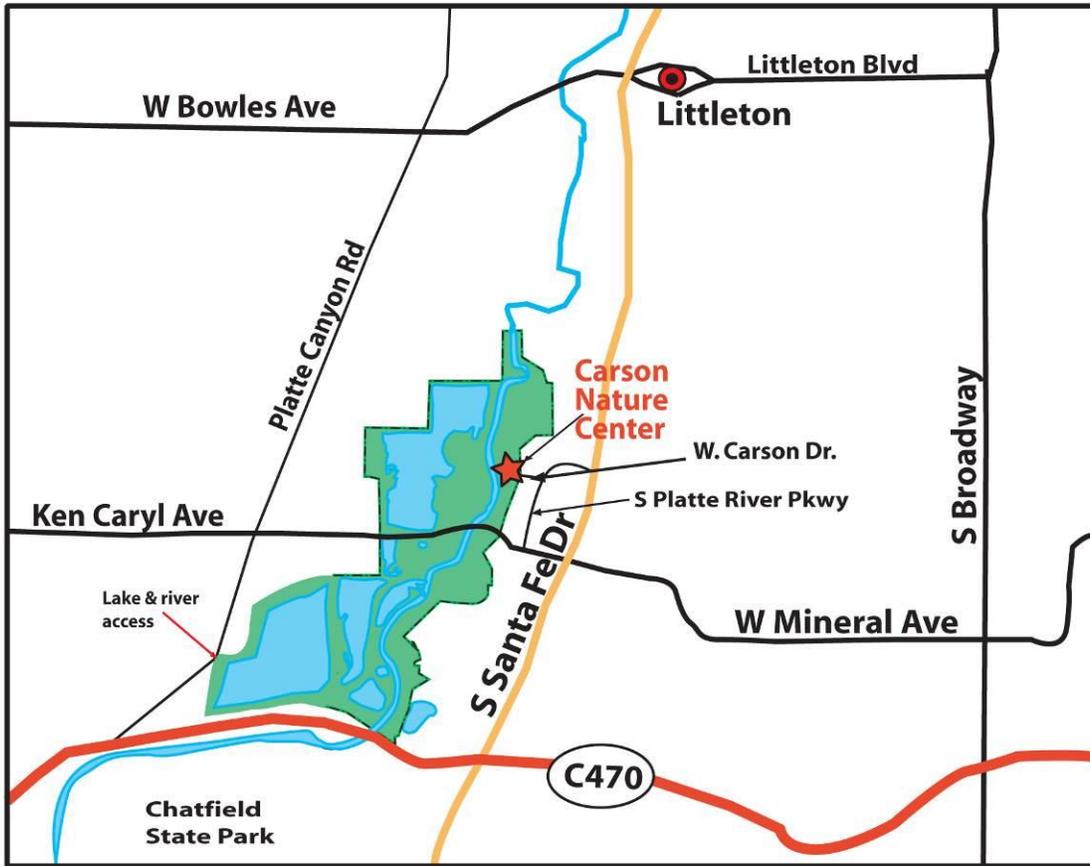
Within the park there are 3.5 miles of interpretive trails that provide access to specific experiences within the park. Further there are access trails from the Mary Carter Greenway Trail and interpretive trails to the South Platte River. Many of these access trails will be repaired as part of this project. Locations and quantities will be determined through the design process.

### **Long-term sustainability and maintenance:**

The project is designed to withstand the impacts of a 100-year flood through the continued use of existing grade control structures (drop structures) and rock sizing that will be designed to be stable in a 100-year event. The key to the damage that occurred in this recent flood event is that the flows came up before restoration plantings could establish themselves on Phases II and III. Phase I, where plantings had been established for two years, showed very little alteration or damage, demonstrating the stability of this project in the long run, provided restoration can be successfully completed. Just as a natural river system evolves with variation in flows and sediment transport, the enhancement project has been designed to evolve. The intent of the project is not to “lock” the river in place, and some response to higher flow is both predicted and encouraged as the stream is intended to function as a natural system within the constraints of the sites. Urban Drainage, South Suburban and Littleton are committed to the long term sustainability of the project and will collaboratively work together should future maintenance needs arise, and this has been demonstrated by all three agencies find the bulk of funds for repairs after this initial event.

# South Platte Park

3000 West Carson Drive  
303-730-1022 [www.sspr.org](http://www.sspr.org)



**South Suburban**  
PARKS AND RECREATION

Station	BSA	BSB	CPB	Other
101+00				
102+00				
103+00				
104+00				
105+00				
106+00				
107+00				

Date:	08/11/11
Drawn:	08/08/11
Checked:	08/08/11
Approved:	08/08/11
Project Name:	11100
Sheet Name:	Plan and Profile
Scale:	1" = 100'
Sheet:	2

**PH I/II Site 9:**  
 Chicken wire removal

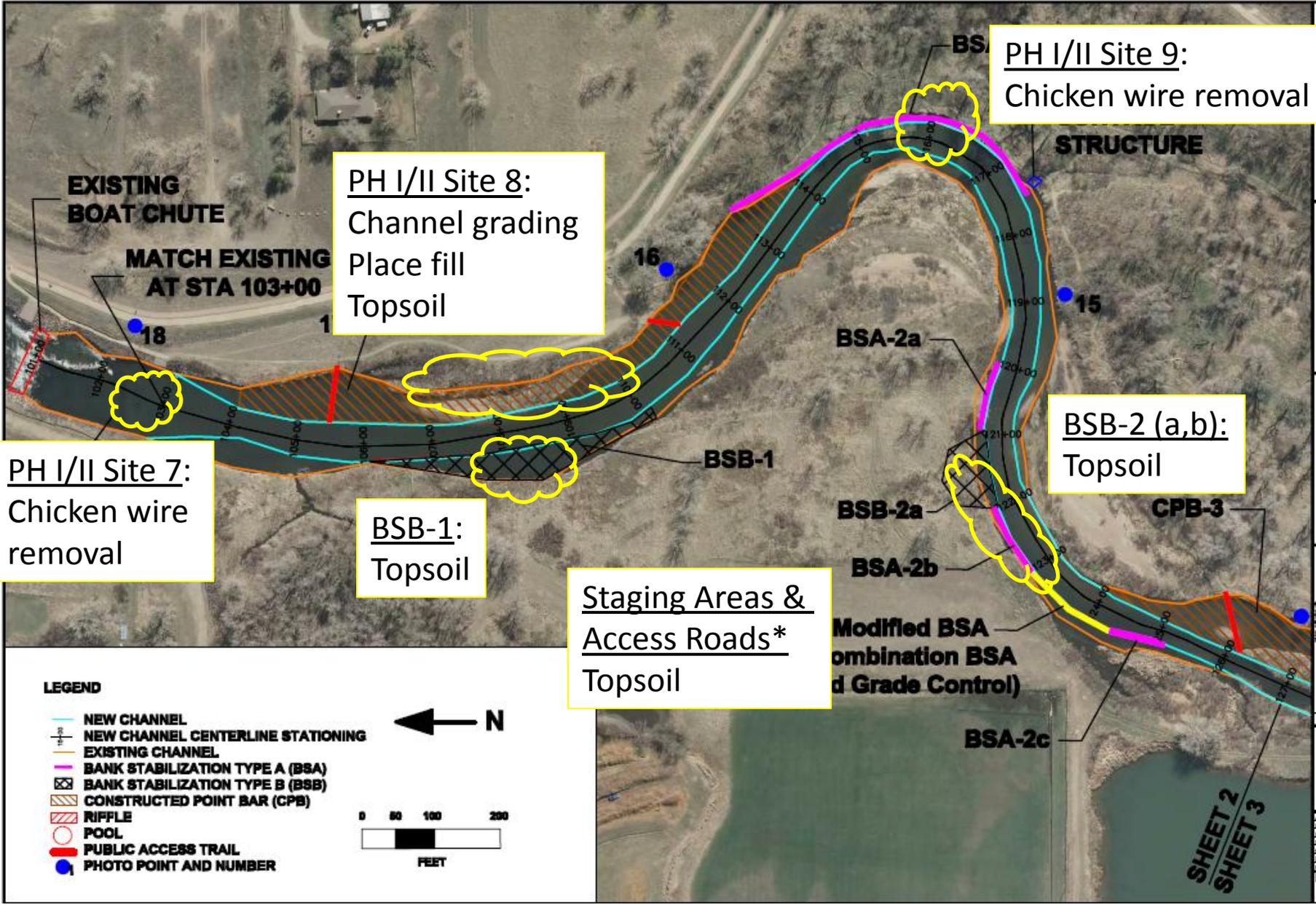
**PH I/II Site 8:**  
 Channel grading  
 Place fill  
 Topsoil

**PH I/II Site 7:**  
 Chicken wire removal

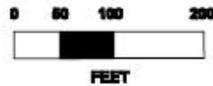
**BSB-1:**  
 Topsoil

**BSB-2 (a,b):**  
 Topsoil

**Staging Areas &  
 Access Roads\***  
 Topsoil



- LEGEND**
- NEW CHANNEL
  - NEW CHANNEL CENTERLINE STATIONING
  - EXISTING CHANNEL
  - BANK STABILIZATION TYPE A (BSA)
  - BANK STABILIZATION TYPE B (BSB)
  - CONSTRUCTED POINT BAR (CPB)
  - RIFFLE
  - POOL
  - PUBLIC ACCESS TRAIL
  - PHOTO POINT AND NUMBER



**SHEET 2**  
**SHEET 3**





ELEVATION	
100	100
105	105
110	110
115	115
120	120
125	125
130	130
135	135
140	140
145	145
150	150
155	155
160	160
165	165
170	170
175	175
180	180
185	185
190	190
195	195
200	200

Scale:	1" = 50'
Date:	08-11-11
Drawn:	MM/LL/YY
Checked:	MM/LL/YY
Approved:	MM/LL/YY
Project Name:	South Platte River Riparian Enhancement Plan
Sheet:	5 of 18

SHEET 5  
 SHEET 6

**PH III Site 11-A:**  
 Channel grading

**PH III Site 11:**  
 Place riprap  
 Topsoil

**PH III Site 9:**  
 Topsoil

**PH III Site 10:**  
 Topsoil

CPB-6

BSA-6

BSB-3

CPB-7

POOL 5

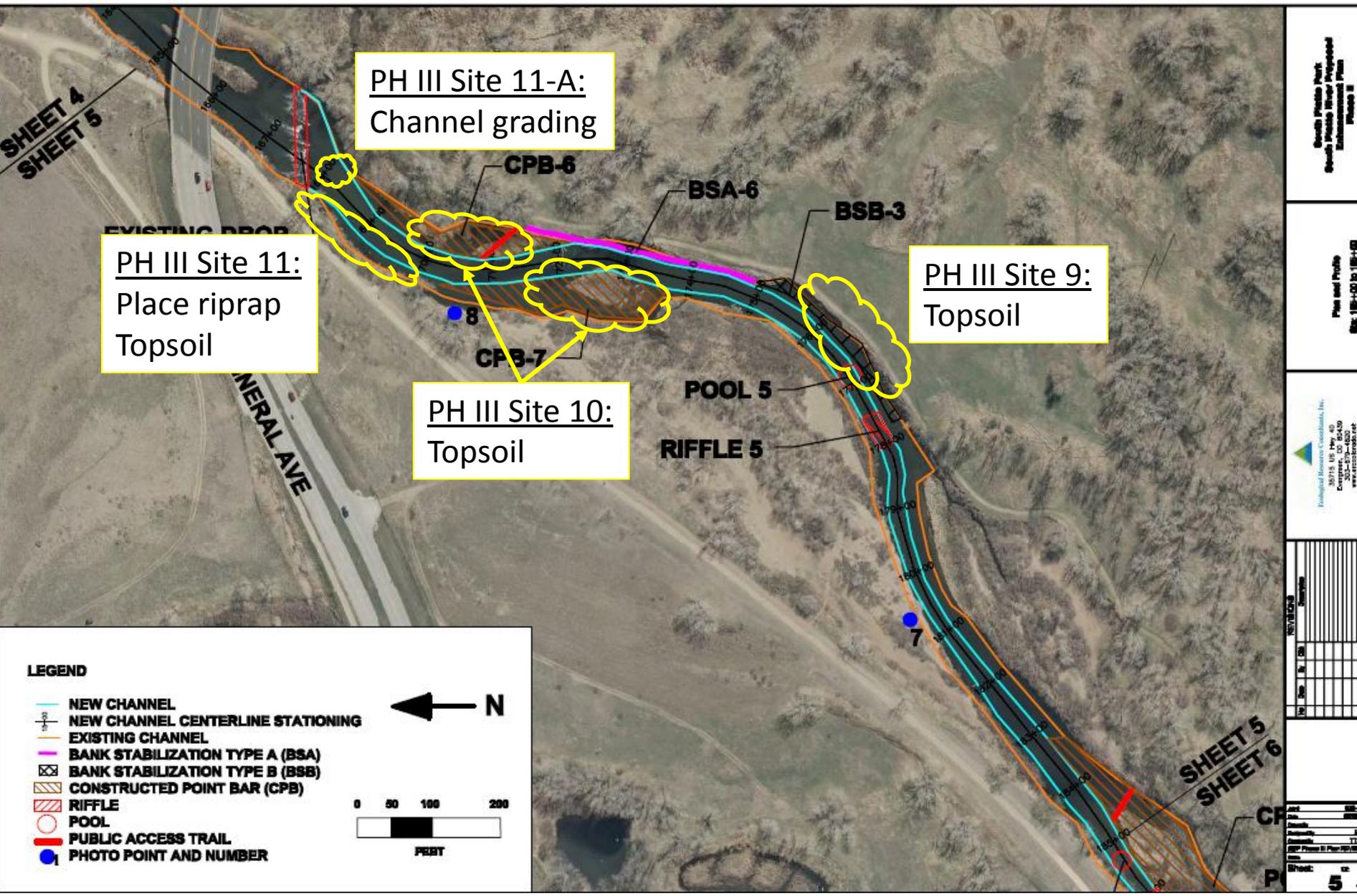
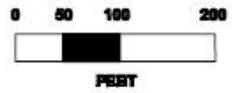
RIFFLE 5

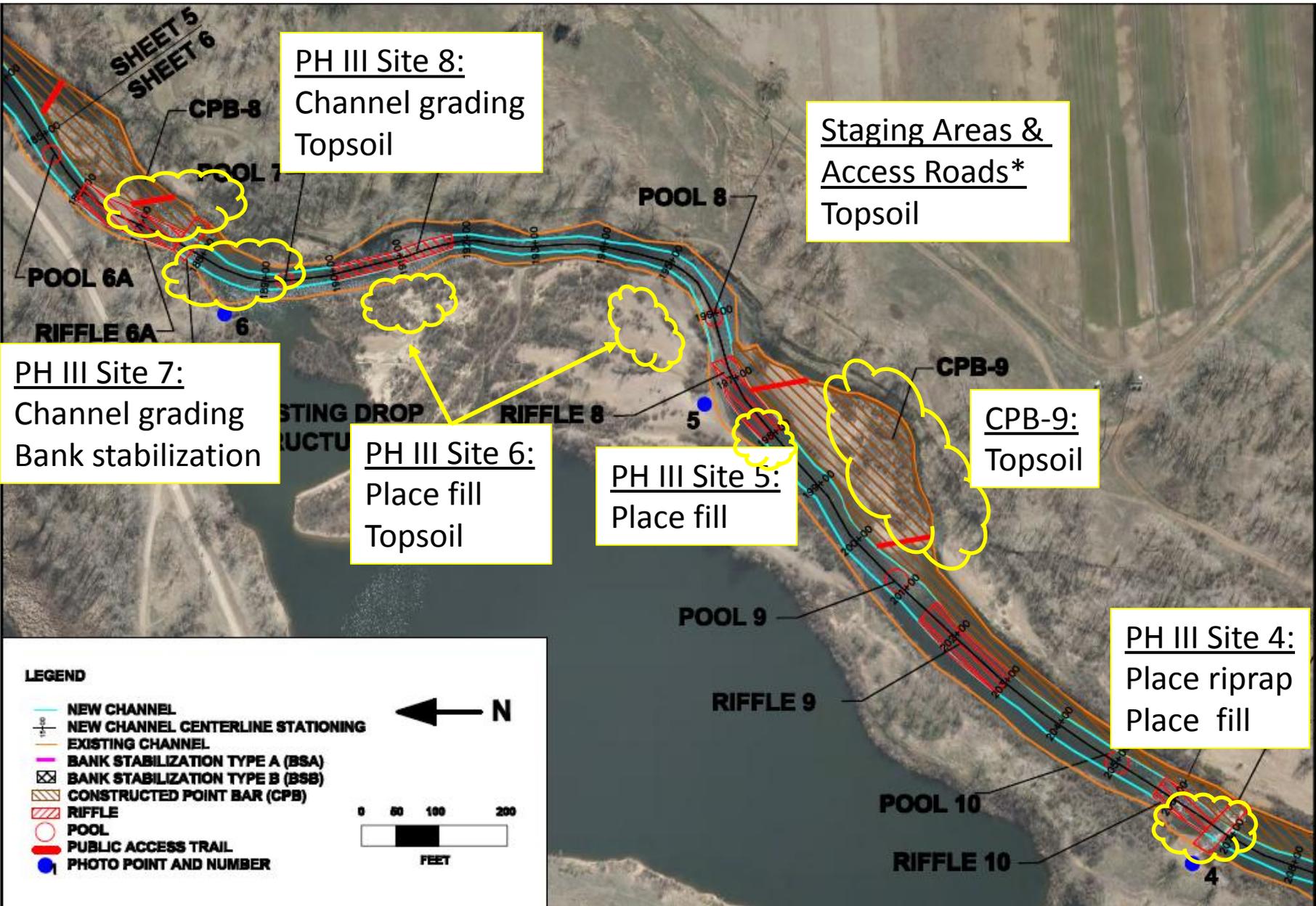
GENERAL AVE

SHEET 4  
 SHEET 5

**LEGEND**

- NEW CHANNEL
- NEW CHANNEL CENTERLINE STATIONING
- EXISTING CHANNEL
- BANK STABILIZATION TYPE A (BSA)
- BANK STABILIZATION TYPE B (BSB)
- CONSTRUCTED POINT BAR (CPB)
- RIFFLE
- POOL
- PUBLIC ACCESS TRAIL
- PHOTO POINT AND NUMBER





**PH III Site 8:**  
Channel grading  
Topsoil

**Staging Areas &  
Access Roads\***  
Topsoil

**PH III Site 7:**  
Channel grading  
Bank stabilization

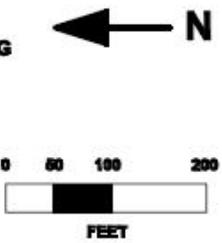
**PH III Site 6:**  
Place fill  
Topsoil

**PH III Site 5:**  
Place fill

**CPB-9:**  
Topsoil

**PH III Site 4:**  
Place riprap  
Place fill

- LEGEND**
- NEW CHANNEL
  - NEW CHANNEL CENTERLINE STATIONING
  - EXISTING CHANNEL
  - BANK STABILIZATION TYPE A (BSA)
  - BANK STABILIZATION TYPE B (BSB)
  - CONSTRUCTED POINT BAR (CPB)
  - RIFFLE
  - POOL
  - PUBLIC ACCESS TRAIL
  - PHOTO POINT AND NUMBER



South Platte Park  
 South Platte River Proposed  
 Enhancement Plan  
 Phase II

Plan and Profile  
 Max: 118'-1.00 to 288'-1.00

Ecological Resources Consultants, Inc.  
 38715 US Hwy 40  
 Colorado, CO 80530  
 www.ecrcor.com

Sheet No.	6
Date	2023-11-14
Scale	AS SHOWN
Author	JL
Checker	JL
Project	South Platte River Proposed Enhancement Plan Phase II
Drawn	JL
Scale	AS SHOWN
Sheet No.	6



**Part 7: Photos**





**Part 8: Timeline**

<b>Timeline</b>			
<b>Task</b>	<b>Estimated Hours and/or Expected Date to Complete</b>	<b>Responsible Person/Group</b>	<b>Measurable Objective/Deliverable</b>
Mobilization	Sept 15, 2016	Naranjo	Begin Project
Phase 1 repairs	3 days	Naranjo	Channel grading and sediment fill material, topsoil placement
Phase 1 restoration	3 days	Arrowhead	Replace willow stakes, blanket, seed, planting pockets
Phase 2 repairs	4 weeks	Naranjo	Riffle reconstruction, Channel restoration, terrace repairs, topsoil placement
Phase 2 restoration	4 weeks	Arrowhead	Seed and blanket, planting pockets, tree planting, willow staking
Phase 2 veg maintenance	6 months	Arrowhead, S Platte Pk	Watering, weed control, replacement plantings
Phase 3 repairs	8 weeks	Naranjo	Riffle reconstruction, Channel restoration, terrace repairs, topsoil placement
Phase 3 restoration	6 weeks	Arrowhead	Seed and blanket, planting pockets, tree planting, willow staking
Phase 3 veg maintenance	6 months	Arrowhead, S Platte Pk	Watering, weed control, replacement plantings
<b>Estimated TOTAL Hours and/or Final Date of Completion</b>	April 2017		

**Part 9: Commitments and Official Support**



**City Manager**

2255 West Berry Avenue  
Littleton, Colorado 80120  
303-795-3720

November 20, 2015

Arapahoe County Open Space and Trails Advisory Board  
6934 S. Lima Street, Unit A  
Centennial, Colorado 80112

Re: Letter of Support and Commitment of Matching Funds

Dear Advisory Board Members:

The City of Littleton is partnering with South Suburban Parks and Recreation District and the Urban Drainage and Flood Control District to repair the low-flow river channel damage to the South Platte River in South Platte Park caused by the unprecedented high-flows in the river in 2015.

The city is the owner of the park and fully supports the proposed repair project and has committed \$500,000 to address the repair work in 2016. This project is a high priority for the city and will restore river health and river access in the regionally-significant South Platte Park. Additionally, County support for this project at this time will allow the repairs to be conducted all-at-once, limiting the intrusion and disruption of the public's enjoyment of the natural area.

On the behalf of the Littleton City Council, I strongly urge Arapahoe County to again join in the restoration of the enhancements to the South Platte River in South Platte Park and respectfully request your support on this joint project application.

Sincerely,

DocuSigned by:

A handwritten signature in black ink that reads "Michael Penny".

Michael Penny  
City Manager



## URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

---

Paul A. Hindman, Executive Director  
2480 W. 26th Avenue, Suite 156B  
Denver, CO 80211-5304

Telephone 303-455-6277  
Fax 303-455-7880  
[www.udfcd.org](http://www.udfcd.org)

November 19, 2015

Arapahoe County Open Space and Trails Advisory Board  
6934 S. Lima St., Unit A  
Centennial, CO 80112

RE: South Platte Park Enhancement High Water Repairs  
Letter of Support

To Whom It May Concern:

The Urban Drainage and Flood Control District (District) has partnered with South Suburban Park and Recreation and the City of Littleton to design and construct river corridor enhancements in South Platte Park. The project is broken into three construction phases. These phases consist of reshaping the low flow channel, reinstating a riffle, pool, and glide series, creating riparian benches, and bank stabilization.

Phase 1 was completed in the summer of 2013, Phase 2 was completed in January of 2015, and Phase 3 was almost complete when the high release started coming out of Chatfield Dam. The first layer of protection against high water in our stream and rivers is vegetation. Due to the fact the vegetation wasn't able to establish during Phase 2 and Phase 3, the project areas were very vulnerable to the sustained high water resulting in some damage to the sites.

The District builds numerous projects each year all within floodplains. High water conditions during or shortly after construction is always a risk. We are confident that the long term design and implementation of the South Platte Park improvements will be of benefit to the park and the community. The District is committed to and has budgeted an additional \$100,000 in 2016 towards completing Phases 2 and 3.

Sincerely,

Paul A. Hindman  
Executive Director

## SOUTH PLATTE WORKING GROUP

February 3, 2016

Arapahoe County Open Space and Trails Advisory Board  
c/o Arapahoe County Open Spaces Program  
6934 S Lima St. Unit A  
Centennial, CO 80112

Dear Members of the Open Space and Trails Advisory Board:

We are writing in support of the application for funds by South Suburban Parks and Recreation District to affect repairs on the South Platte River in South Platte Park as a result of the historic floods of 2015.

When the repairs were completed in March 2015, the river and its banks were both beautiful and designed to be resilient to the periodic flooding that we normally experience on the South Platte River. Unfortunately, the vegetation that would have held much of the topsoil and finer embankment materials in place did not have the two-year period to establish and further protect the area.

Although the eight weeks of flooding did damage the river and the restoration efforts, we are impressed with the way that the design was able to effectively retain its form, and also with the degree to which the banks held. The design and implementation ended up being largely effective in the face of extreme flows.

The City of Littleton, Urban Drainage and Flood Control District, and South Suburban Parks & Recreation District are also contributing substantial funds. While the Arapahoe County funds are separate from those pledged to our working group projects, this project meets the important goal of the South Platte Working Group: *"To restore and revitalize the river and its habitat while maintaining its role as a flood conveyance."*

The repairs will be timed to avoid potential high flows this spring, giving the vegetation time to be established. We hope that you will support this effort to repair the damage of the rarely seen flooding of 2015.

Sincerely,

The Members of the South Platte Working Group  
(Please see the next page for members.)

## **SOUTH PLATTE WORKING GROUP**

### **Arapahoe County**

Nancy Doty, Commissioner  
Shannon Carter, Intergovernmental  
Relations and Open Spaces Director

### **City of Englewood**

Linda Olson, City Council  
Eric Keck, City Manager

### **City of Sheridan**

Sally Daigle, City Council  
Devin Granbery, City Manager

### **Colorado Water Conservation Board**

Joe Busto, South Platte River Coordinator

### **South Metro Land Conservancy**

Bobbie Sheffield, Board Member

### **Arapahoe County Open Space & Trails Advisory Board**

Bev Bradshaw, At Large Board Member

### **Town of Columbine Valley**

Gale Christy, Mayor

### **City of Littleton**

Debbie Brinkman, Mayor Pro Tem  
Michael Penny, City Manager

### **South Suburban Parks & Recreation District**

Sue Rosser, Board Member  
Rob Hanna, Executive Director

### **Urban Drainage & Flood Control District**

Paul Hindman, Executive Director

### **South Suburban Park Foundation**

David Bolt, Board Member

**Part 10: Budget**

<b>Budget</b>						
<b>Sources of Funds</b>	<b>South Suburban</b>	<b>Littleton</b>	<b>Urban Drainage</b>		<b>County</b>	<b>Total Project Funds</b>
Cash Committed	\$ 50,000	\$500,000	\$300,000			\$850,000
Cash Pending					\$480,000	\$480,000
In Kind						
<b>Subtotal Costs</b>						<b>\$1,330,000</b>
Contingency (≈10% of total costs)			\$125,000		N / A	\$125,000
<b>Totals – Revenue plus contingency</b>	<b>\$50,000</b>	<b>\$500,000</b>	<b>\$425,000</b>		<b>\$480,000</b>	<b>\$1,455,000</b>
<b>Uses of Funds – Expenditures</b>	<b>Lead Agency</b>	<b>Funding Partner</b>	<b>Funding Partner</b>	<b>Spending IGA</b>	<b>County</b>	<b>Total Project Costs</b>
Design / Permitting	\$	\$	\$		\$	\$
Engineering				\$187,907		\$187,907
Consulting						
Construction				\$271,496		\$271,496
Materials				\$362,702		\$362,702
Labor / Services				\$507,801		\$507,895
Signage						
Other						
<b>Subtotal Costs</b>						
Contingency (≈10% of total costs)				\$125,000	N / A	\$125,000
<b>Totals – Cost plus contingency</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$1,455,000</b>

**Grand total fr. table far right lower corner** (must equal column and line totals) \$1,455,000



## Board Summary Report

**Date:** April 11, 2016

**To:** Board of County Commissioners

**Through:** David Bessen, Information Technology Director

**From:** Brian Gilpatrick, Division Manager Infrastructure

**Subject:** Metro Optical Ethernet Vendor Select Source Bid Waiver

### Request and Recommendation

The purpose of this report is to request that CenturyLink be retained as the County's Metro Optical Ethernet (MOE) network service provider and that a Select Source Bid Waiver be approved to obtain a new contract with CenturyLink when the current one expires on June 30, 2016.

A Select Source Bid Waiver is being sought on grounds of this being in the best interest of the County and due to the impracticality of obtaining competitive bids for a complicated and critical infrastructure service. Specifically, the technical complexity of the County's current MOE network design, high costs associated with overlapping services and maintaining duplicate infrastructures if switching to another provider, and the risks and inefficiencies associated with potentially having multiple MOE service providers and their requisite technology platforms for County buildings in different geographical parts of our jurisdiction when we currently have only one provider are the key considerations for this request.

### Background

The CenturyLink MOE network is a critical technology used by the County to provide a secure, reliable, high-bandwidth backbone for voice, data, and traffic network communications. The County currently has 10 MOE network circuits connecting 10 different locations to all IT services that are used at those sites. The existing County contract with CenturyLink was executed via a "piggy back" procurement vehicle using the State of Colorado's contract with CenturyLink for its statewide network.

Background information that supports this Select Source Bid Waiver request is as follows.

The geographical coverage area encompassing these 10 County locations is an important technological factor with respect to networking in that longer distances introduce signal latency whereby network traffic takes more time to traverse from one point to another. This latency has the potential to impact the quality of voice, video, and other applications that are timing sensitive. The number of connection points in a network where equipment called routers make decisions regarding the best network path to take is to be considered for a network design. Every time traffic is routed between different network segments, this is called a "hop" and the more hops that occur, there is an increase in latency as well.

Network service providers that do not have a well-established service “footprint” or in-ground infrastructure in our region may cause data to traverse longer distances and incur more hops.

CenturyLink is the incumbent local exchange carrier (ILEC) in our geographical region of the country meaning that they are the regional telephone company that provided services prior to the Telecommunications Act of 1996 when competitive local exchange carriers (CLECs) were introduced. CLECs are companies that build, operate and maintain network and telephone services within an existing ILEC territory. This is important to note from a competitive bid solicitation standpoint because while other service providers (CLECs) can bid for the County’s MOE services, it would have been determined if they are leasing capacity or infrastructure from CenturyLink and bundling it in their bid pricing or if they have their own network infrastructure, capacity, and facilities. A CLEC that is using CenturyLink’s services would introduce additional complexity in troubleshooting problems when they occur and potentially add latency as described previously.

Further complicating the process of conducting a competitive solicitation process is the issue of having to pay for overlapping/duplicate services if another network service provider is selected in order to allow for the orderly transfer of the County’s communications from the existing provider. This overlapping, duplicate service period is difficult to estimate due to factors related to whether the newly selected service provider needs to perform construction in order to deliver services into our facilities. The duplicate billing service period is at least one month but often can be two months or more for each location based on service availability and construction timelines. The construction and associated costs not only apply to the service provider delivering its service to the nearest handoff location (usually a service access box or pedestal located at the nearest street location), but also the County’s construction costs to connect and bring the new service into our building if existing conduit or other access does not exist or is at capacity.

There are also soft costs associated with the time and effort needed to manage this project, review proposals from a technical and engineering standpoint, update network documentation, technical support and escalation procedures, obtain staff training if the new network service provider’s technology differs substantially from what is currently in place, and perform mitigation/remediation for unanticipated technical issues during a potential conversion to a new network service provider.

In summary, network latency, network hops, service provider coverage and capacity within a geographical region, and duplicate service overlap costs all add complexity that makes it difficult to analyze and compare competitive solicitations from a network engineering, technical, and operational support standpoint. As such, our incumbent network service provider, CenturyLink, provides a distinct advantage to the County with respect to this criteria and from a business operations, communications, and public safety standpoint.

Because there are other network service providers than can offer MOE-equivalent services but due to the rationale provided above, we are requesting a Select Source Bid Waiver to initiate a new contract with CenturyLink when the current contract expires.

**Discussion**

We are requesting that the Board of County Commissioners approve the request for a Select Source Bid Waiver for CenturyLink enabling the County to obtain a new contract when the current one expires on June 30, 2016. It is our recommendation that this request is in the best interest of the County by

avoiding the effort, impracticality, and all associated costs with respect to conducting a competitive bid selection process for the County’s MOE network services.

This recommendation is based on the background information and analysis presented in this report and the estimated avoided cost savings listed below in the event that the County changes its current MOE network service provider.

<b>Overlap/duplicate service costs -</b> (estimated at 2.75 months of our current monthly MOE cost)	<b>\$54,832</b>
<b>Construction costs where the County is responsible -</b> (based on previous budgetary quotes)	<b>\$76,955</b>
<b>Estimated project internal costs -</b> (based on 7 people x .25 FTE effort x 7 months x avg hourly rate)	<b>\$90,000</b>
<b>Total</b>	<b>\$221,787</b>

The County currently pays approximately \$218,000/year for its MOE services with CenturyLink so, based on the cost assumption above, in the event that a new service provider could beat our current costs by 25% per year (which would be highly unlikely given that our pricing is based on the collective buying power of the State of Colorado contract), it would take 4.07 years to achieve a 100% recovery of our conversion costs. (e.g. \$218,000 x 0.25 = \$54,500 savings/yr; \$221,787 ÷ \$54,500 = 4.07 years)

**Alternatives**

The alternative to a Select Source Bid Waiver approval would be to conduct a competitive bid solicitation process and hope that billing service overlap and construction costs could be avoided in the event that our current network service provider, CenturyLink, wins the bid solicitation. There is also the likelihood that the number of MOE network connections that the County needs to use in the future will be reduced by leveraging cooperative ventures with other jurisdictions to implement private fiber network connections. However, we are still 3 to 5 years from realizing the potential of this strategy thereby necessitating the need to continue using MOE network services during this time period.

**Reviewed by**

This recommendation was presented to the Finance department and received their approval.

**Attorney Comments**

If appropriate, include this section.

\_\_\_\_\_  
David Bessen  
Information Technology Director

\_\_\_\_\_  
Finance Department

\_\_\_\_\_  
County Attorney (required)

**RESOLUTION NO.** \_\_\_\_\_. It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to authorize a Waiver of the Arapahoe County Purchasing Policies for select source procurement with CenturyLink for Metropolitan Optical Ethernet (MOE) network services over the next three years.

The vote was:

Commissioner Bockenfeld, ; Commissioner Doty, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.



## Board Summary Report

**Date:** April 6, 2016

**To:** Board of County Commissioners

**Through:** Shannon Carter, Open Spaces Department Director

**From:** Josh Tenneson, Grants and Acquisitions Manager

**Subject:** Select Source Purchasing Waiver Approval for Colorado Natural Heritage Program Biological Survey

**Request and Recommendation:**

The recommendation from Open Spaces staff to the Board of County Commissioners is to approve a waiver of Arapahoe County Purchasing Policies for a select source Agreement for Services with the Colorado Natural Heritage Program for up to \$50,000 to complete a biological survey on five Open Spaces properties.

This project proposal was heard by the Board of County Commissioners at a study session on April 11, 2016.

**Background:**

The Open Spaces Department requests a bid waiver for the Colorado Natural Heritage Program (CNHP), a Colorado State University sponsored program, to conduct a biological survey/inventory of five large open space properties owned by Arapahoe County. The CNHP will provide a final report and maps summarizing the location of any rare/sensitive species, as well as the dominant plant communities on each property. The CNHP will also provide management recommendations for each property and prioritize areas for restoration. The recommendations will help us: 1) create management plans for each of our rural properties (this is one of our department’s 2016/2017 strategic plan goals) and 2) prepare for how we potentially develop public access to each of the properties.

The Colorado Natural Heritage Program (CNHP) tracks and ranks Colorado's rare and imperiled species and habitats on a statewide scale, and provides information and expertise on these topics to promote the conservation of Colorado's valuable biological resources. Data maintained in the Colorado Natural Heritage Program database are an integral part of ongoing research at CSU.

**Links to Align Arapahoe:**

- Increase Intergovernmental Cooperation
- Increase Community and Regional Partnerships
- Improve Park, Trail and Open Space Opportunities
- Improve Customer Experience
- Optimize Use of Resources
- Enhance Quality of Life

**Discussion:**

Open Spaces requests to waive the purchasing policy process because CNHP:

- 1) is recognized as the leader in providing biological assessments across the state and has experience working with numerous city and county governments (CNHP has conducted similar work within over 50% of Colorado's counties);
- 2) has both zoologists and botanists on staff, which will create efficiencies and reduce costs (we might otherwise have to contract separately for animal surveys and plant surveys);
- 3) uses students and interns to support field work activities, which will promote educational opportunities and reduce costs; and
- 4) collects data in a consistent format so that it can be aligned with other jurisdictions and partners' data (CNHP has completed similar inventories for Denver, Aurora, Jefferson County, Douglas County, and Buckley Air Force Base).

We are looking for a consistent conservation partner with an established track record of *working with other Colorado county and municipal open space programs* to increase our capacity for planning, managing, and restoring our properties. All work will be conducted under Open Space staff direction.

**Alternatives:**

Delay, modify or deny approval.

**Fiscal Impact:**

The Open Space Resolution authorizes the County to spend funds from the Open Space Sales and Use Tax for eligible acquisition and development projects in the County. County support for this project in the amount of up to \$50,000 will come from the Open Space Acquisition and Trails fund. The fund balance exceeds this amount.

**Concurrence:**

None

**Attorney Comments:**

None

**Reviewed By:**

Josh Tenneson

Grants and Acquisitions Manager

Shannon Carter, Director

Intergovernmental Relations and Open Spaces

Tiffanie Bleau

Assistant County Attorney

Keith Ashby, Manager

Purchasing

Janet Kennedy, Director

Finance

RESOLUTION NO. \_\_\_\_\_. It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to approve a waiver of Arapahoe County Purchasing Policies for a select source Agreement for Services with the Colorado Natural Heritage Program for up to \$50,000 to complete a biological survey on five Open Spaces properties.

The vote was:

Commissioner Bockenfeld,; Commissioner Doty,; Commissioner Holen,; Commissioner Jackson,;  
Commissioner Sharpe,.

The Chair declared the motion carried and so ordered.



## Board Summary Report

**Date:** 4/12/16

**To:** Board of County Commissioners

**Through:** Don Klemme, Community Resources Department Director

**From:** Linda Haley, Housing, Community Development, Senior Resources Div. Mgr.

**Subject:** Southview Place Fire

### Request and Recommendation

We are requesting approval from the Board of County Commissioners (BOCC) for the following to assist in the recovery of the Southview Place fire in Littleton on 4/6/15.

1. To utilize up to \$23,331 in (Community Services Block Grant) CSBG funds to provide assistance with security deposits, rent, food, and replacement furnishings to the senior and disabled residents displaced by this event.
2. To utilize up to \$26,835 in Community Development Block Grant (CDBG) funds to assist with security deposit and rent assistance to the senior and disabled residents displaced by this event.
3. To utilize up to \$5,000 in Aid to Agencies funds to provide long term case management services through either Catholic Charities or Lutheran Family Services (discussions underway with the Long Term Recovery Team to determine which organizations would be more effective.

These requests were approved to be moved to the Consent Agenda at a drop in study session with the BOCC on 4/18/16.

### Background

On April 6, 2016 a fire occurred at Southview Place in Littleton. This fire has temporarily displaced 130 low and moderately low income senior and disabled persons. The information related to how many will return is very fluid but at this point we have been told to plan for a minimum of 25 units and the strong likelihood that 56 units will be unable to return due to fire damage and asbestos contamination. There remains, at this point, the possibility that no units will be allowed to return resulting in 130 units unable to return. The 25 units that we know will be unable to return may also be unable to retrieve any items, clothing, furniture, etc.

### Links to Align Arapahoe

Providing financial assistance to restore senior and disabled residents to an independent living situation and providing case management services links to Align Arapahoe through Service First and Quality of Life

by improving the life situations for vulnerable older adults and disabled individuals who are currently about to become homeless.

## **Discussion**

The population of senior and disabled residents at Southview Towers is largely low and moderate income. Rents being paid range from a few very low amounts for people who are on Section 8 to a few people paying \$1100/mo. The majority of people are paying in the \$800-\$900 range. Many of the displaced residents have lived at Southview Place for years and paid very small security deposits when they entered and will be unable to secure new housing with the return of security deposits in the range of \$150-\$200. While they have been sheltered and fed through the Red Cross to date, residents have had to use personal funds in many instances to replace medications, clothing, and other needed items. In addition, the power was cut to the building for four days resulting in all refrigerators needing to be destroyed due to bacterial contamination. Shelf stable food such as crackers that are not in a sealed container, must be destroyed.

Because the housing market is extremely tight in the rent range that these individuals can pay and because the majority of these senior and disabled people have functional needs that prevent them from being able to successfully negotiate an apartment search on their own, we have assembled a Long Term Recovery Team of community partners that will be working on re-housing this population. In addition to Arapahoe County some of these partners include the City of Littleton, Salvation Army, Love Inc., Red Cross, Haven Property Management (managers of the Southview building), South Metro Housing Options, Catholic Charities, Colorado Volunteer Organizations Active in Disaster, and many other participants. This team will be working on issues ranging from securing replacement housing, security deposits, food replacement, furniture replacement, temporary storage of goods, etc.

Red Cross is in the business of providing short term emergency shelter and initial caseworker services to connect victims with resources. They do not have the capacity to provide long term case management and we can anticipate, due to the housing market and the accessibility needs of this population, combined with their available income, that this will be a long term process lasting several months.

The City of Littleton has committed \$5,000 to assist in addition to agreeing to cover the cost for 80 tanks of oxygen rented to meet immediate needs for the first few days post fire that were arranged by Arapahoe County Office of Emergency Management (approximately \$3500). We are awaiting a financial commitment from Haven Property Management which can hopefully be used to move the 14 people currently living in cots in the shelter to a more stable arrangement for the next two weeks as they are beginning to deteriorate physically and mentally due to the stress.

## **Alternatives**

The alternative would be to recommend using fewer funds from these sources or no funds at all.

**Fiscal Impact**

The CSBG funds come from an additional allotment provided by the Colorado Department of Local Affairs and have no impact on County funds. The CDBG funds are available to us due to the receipt of a large amount of program income from loan repayments in other CDBG programs we administer. The only direct impact to County funds would be the use of \$5,000 in Aid to Agencies funds for case management purposes.

**Concurrence**

Lt. Nathan Fogg, Arapahoe County Office of Emergency Management is in concurrence with our proposed use of funds.

**Attorney Comments**

If appropriate, include this section.

**Reviewed By:**

Although physical signatures are not required, the BSR must still be reviewed by all necessary departments prior to submitting. You MUST provide sufficient time for finance and county attorneys to review your document prior to being submitted. The names of the individuals that have approved must be listed below.

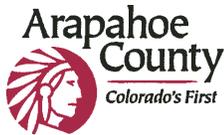
Linda Haley, Housing, Community Development, and Senior Resources Division Manager  
Don Klemme, Community Resources Department Director  
Janet Kennedy, Finance Department Director  
Tiffanie Bleau, Assistant County Attorney

**RESOLUTION NO.** \_\_\_\_\_ It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to approve the use of up to \$23,331 in Community Services Block Grant Funds and up to \$26,835 in Community Development Block Grant Funds to provide assistance with rent, security deposit, food, or replacement furnishings, and up to \$5,000 in Aid to Agencies Funds for long term Case Management services to assist with housing and related needs for displaced senior and disabled residents of Southview Place.

The vote was:

Commissioner Bockenfeld, \_\_\_\_\_; Commissioner Doty, \_\_\_\_\_; Commissioner Holen, \_\_\_\_\_; Commissioner Jackson, \_\_\_\_\_; Commissioner Sharpe; \_\_\_\_\_.

The Chair declared the motion carried and so ordered.



## Board Summary Report

**Date:** March 24, 2016  
**To:** Board of County Commissioners  
**Through:** Jan Yeckes, Planning Division Manager  
**From:** Sherman Feher, Senior Planner  
**Subject:** Freedom Service Dogs Final Development Plan, (P15-008).

### Request and Recommendation

The purpose of this action is to request BOCC approval for a Final Development Plan (FDP) that provides a site plan for offices and dog facilities. PWD Staff and the Planning Commission are recommending approval with conditions.

### Background

A Preliminary Development Plan (PDP) was approved by the BOCC on September 7, 1999 for a variety of commercial and light industrial uses. On June 26, 2001, a Final Development Plan was approved for an office/warehouse building. That building was subsequently built on one of the two lots where this FDP is being proposed..

### Links to Align Arapahoe

This request, if approved, may foster a better quality of life in Arapahoe County.

### Discussion

The applicant is proposing to take two lots in the Centennial East Corporate Center Subdivision and create an office building/dog facility. The applicant would use the existing building for offices, dog training, and dog kennels, along with some outdoor dog kennels that would be used on a temporary basis.

The applicant is going through an Administrative Replat process to combine two lots into one.

### Alternatives

The Board of County Commissioners has 3 alternatives:

1. Approve the Final Development Plan with conditions.
2. Continue or table to a date certain for more information.
3. Deny the Final Development Plan.

**Fiscal Impact**

This request will have a limited fiscal impact on the County since Freedom Service Dogs is a non-profit organization.

**Concurrence**

This recommendation for approval of the Final Development Plan is agreeable with PWD's Planning Division and Engineering Services Division. The Planning Commission voted 6-0 to recommend approval of the rezone with conditions of approval.

Reviewed by:

Sherman Feher  
Sarah White  
Jan Yeckes  
Jason Reynolds  
Dave Schmit  
Todd Weaver  
Bob Hill

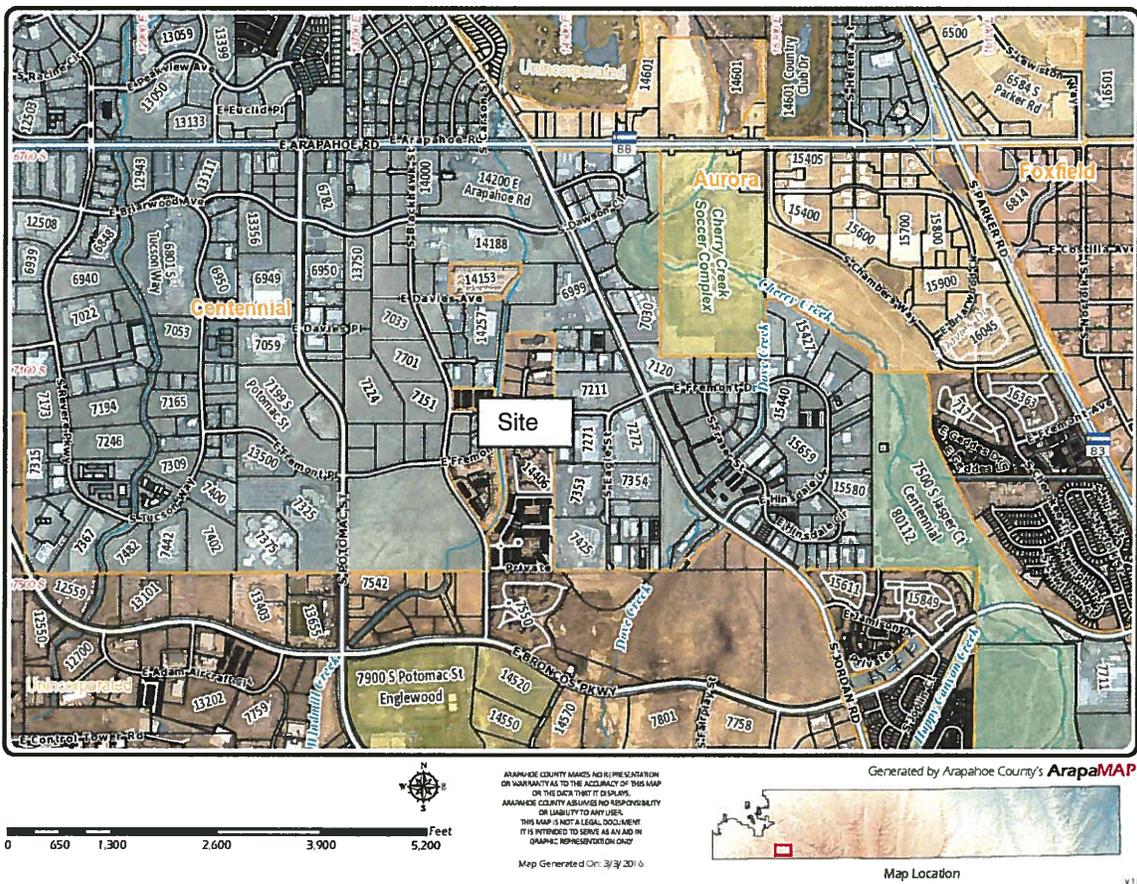
ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS  
PUBLIC HEARING AGENDA  
APRIL 19, 2016  
9:30 A.M.

CASE # P15-008 – FREEDOM SERVICE DOGS– FINAL DEVELOPMENT PLAN

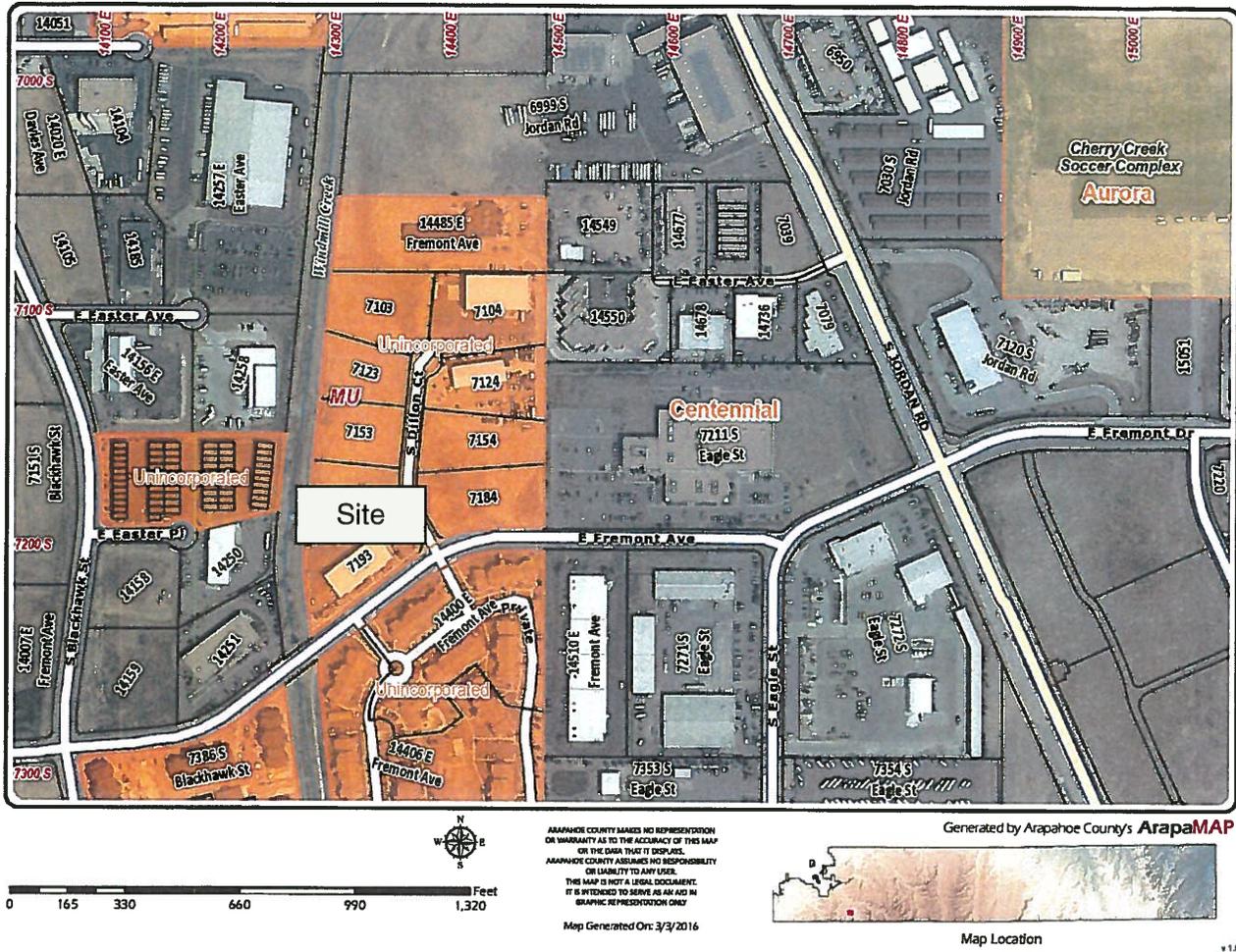
SHERMAN FEHER, SENIOR PLANNER

MARCH 25, 2016

**VICINITY MAP** The site is located northwest of the intersection of Fremont Avenue and Dillon Court. This property is in Commissioner District 2.



Vicinity Map



## ZONING MAP

### ADJACENT PROPERTIES, ZONING, AND LAND USES:

North	- Centennial East Corporate Center Subdivision, MU-PUD, Vacant.
East	- Centennial East Corporate Center Subdivision, MU-PUD, Vacant.
South	- Centennial East Corporate Center Subdivision, MU-PUD, Multi-family.
West	- Windmill Creek Drainage; City of Centennial Subdivision, City of Centennial Zoning, Office Building.



Looking Northeast at Existing Building



Looking West at Existing Building & Vacant Lot (Future dog kennels area)

**PROPOSAL:**

The applicant's representative, Intergroup Inc., on behalf of Freedom Service Dogs, owners, are requesting approval of a Final Development Plan (FDP). This FDP

provides specific site plan details including a landscape plan and photometric plan. There is an existing office building that will be converted for dog training and offices. Outside kennels will also be provided.

## **RECOMMENDATION:**

Planning Commission: The Planning Commission unanimously recommended approval with Staff-recommended conditions of approval. No public spoke in opposition.

Staff: Staff recommends that the Freedom Service Dogs Final Development Plan be APPROVED, subject to conditions contained in this Staff Report, based on findings outlined herein.

---

## **I. BACKGROUND**

The property was originally zoned A-1 in 1961. The latest MU-PUD Amendment for this property was approved on September 7, 1999 (Case No.Z99-003). The Final Development Plan for the existing building was approved on June 26, 2001 (Case No. P00-150).

## **II. DISCUSSION**

Staff's review of this application included a comparison of the project to policies and goals outlined in the Comprehensive Plan, background activity, and an analysis of referral comments.

### **1. The Comprehensive Plan**

The Comprehensive Plan designates this property as "Employment". The proposed FDP is consistent with the Comprehensive Plan in that it provides employment opportunities.

### **2. Ordinance Review and Additional Background Information**

Chapter 13-100 of the Planned Unit Development section of the zoning regulations states that the P.U.D. process is intended to prevent the creation of a monotonous urban landscape by allowing for the mixture of uses which might otherwise be considered non-compatible, through the establishment of flexible development standards, provided said standards:

- a. Recognize the limitations of existing and planned infrastructure, by thoroughly examining the availability and capability of water, sewer, drainage, and transportation systems to serve present and future land uses.

*The proposed FDP does not generally change the existing infrastructure. Water and sewer capability is provided by Arapahoe County Water and Wastewater Authority. The existing road system serves the proposed uses.*

*Some drainage improvements currently exist and more may be needed per SEMSWA and associated GESC permit.*

- b. Assure compatibility between the proposed development, surrounding land uses, and the natural environment.

*This proposed FDP conforms with PDP standards. The PDP sets landscaping, lighting and other standards that are being followed in the FDP. The FDP complies with the PDP standards.*

- c. Allow for the efficient and adequate provision of public services. Applicable public services include, but are not limited to, police, fire, school, park, and libraries.

*The proposed FDP provides for adequate provision of public services. Public services appear to be adequately provided, as evidenced by the response or lack of response to referrals.*

- d. Enhance convenience for the present and future residents of Arapahoe County by ensuring that appropriate supporting activities, such as employment, housing, leisure-time, and retail centers are in close proximity to one another.

*The proposed FDP may enhance convenience for the present and future residents of Arapahoe County by providing for employment.*

- e. Ensure that public health and safety is adequately protected against natural and man-made hazards which include, but are not limited to, traffic noise, water pollution, airport hazards, and flooding.

*The proposed FDP seeks to ensure that public health and safety is adequately protected against natural and man-made hazards, as long as this proposed FDP meets certain site plan, engineering, building code standards and that drainage and water quality standards are met.*

- f. Provide for accessibility within the proposed development, and between the development and existing adjacent uses. Adequate on-site interior traffic circulation, public transit, pedestrian avenues, parking and thoroughfare connections are all factors to be examined when determining the accessibility of a site.

*Public accessibility will be provided for by the existing road and pedestrian system.*

- g. Minimize disruption to existing physiographic features, including vegetation, streams, lakes, soil types and other relevant topographical elements.

*There will be minimal disruption to existing physiographic features with this FDP. There is a stream located west of the properties. The GESC plan will help prevent water quality impacts on the stream.*

- h. Ensure that the amenities provided adequately enhance the quality of life in the area, by creating a comfortable and aesthetically enjoyable environment through conventions such as, the preservation of mountain views, the creation of landscaped open areas, and the establishment of recreational activities.

*Increased landscaping will provide amenities for these properties.*

- i. Enhance the usable open spaces in Arapahoe County, and provide sufficient unobstructed open space and recreational area to accommodate a project's residents and employees.

*The FDP provides for 40+% open space on the replatted property.*

**Other Items:**

This FDP encompasses two lots that are being merged into a single lot through an Administrative Replat process.

This proposed development is located within the Centennial Airport Environs Planning Area (CAEPA) which has more stringent development standards (LDC Section 10-200). Because the existing building was built before CAEPA regulations were approved, Staff does not recommend that the building be subject to CAEPA standards. The proposed use is not restricted or prohibited under CAEPA regulations. The proposed development appears to generally meet all other CAEPA requirements.

**III. REFERRAL COMMENTS**

Comments received as a result of the referral process are as follows:

Engineering	Comments regarding FDP exhibit, drainage study, subdivision improvement agreement, Urban Drainage and SEMSWA comments and floodplain permit. <i>Applicant has or will make corrections per Engineering Services and other comments. A floodplain permit and subdivision improvement agreement will be conditions of approval.</i>
-------------	---

Mapping	General comments. <i>Comments were addressed.</i>
Arapahoe County Assessor	No response.
Arapahoe County Zoning	No comments.
Arapahoe County Sheriff	No comments.
Army Corps of Engineers	Comments on 404 Permit.
Centennial Airport	Comments regarding Airport Influence Area. <i>Applicant will need to comply with AIA regulations.</i>
Urban Drainage	No response.
SEMSWA	No response.
South Metro FPD	No comments.
Centennial East Corporate Center Architectural Review Committee	No response.
Xcel Energy	No response.
City of Centennial	Consider adding additional landscaping or fence on west side of property. <i>Applicant is proposing a 6 ft. cedar fence, as well as landscaping, on western boundary of property.</i>
ACCWA	Requested applicant to provide information to ACCWA. <i>Applicant will need to provide information to ACCWA separately from the County.</i>
Post Office Coordinator	No response.
Cherry Creek Water Quality Basin Authority	No response.
Tri-County Health	Recommend an animal waste management plan. <i>An animal waste management plan will be a condition of approval.</i>
CDOT	No response.
Century Link/Phone	No response.

#### IV. **STAFF FINDINGS:**

Staff has visited the site and has reviewed the proposed Final Development Plan (FDP), supporting documentation and referral comments. Based upon review of applicable policies and goals in the Arapahoe County Comprehensive Plan and analysis of referral comments, our findings include:

1. Staff finds that the proposed Final Development Plan (FDP) appears to conform to the Arapahoe County Comprehensive Plan, with the property being designated as "Employment".
2. The FDP generally appears to satisfy the Arapahoe County Zoning Regulations and procedures, including Chapter 13, Section 13-100, Planned Unit Development (P.U.D).
3. This FDP appears to meet County design standards.
4. Some engineering issues need to be addressed including a subdivision improvement agreement, temporary floodplain easement, floodplain permit, urban drainage and SEMSWA comments.

**V. RECOMMENDATION:**

Considering the findings and other information provided herein, Planning Commission and Planning Staff recommend approval of the proposed Freedom Service Dogs Final Development Plan (P15-008), subject to the following:

1. The applicant must make all modifications to the Final Development Plan as requested by the Public Works & Development Department.
2. The applicant agrees to address all Engineering Services Division, Urban Drainage and SEMSWA comments and concerns, as identified within their reports, prior to signed mylars.
3. The applicant will enter into a Subdivision Improvement Agreement and provide collateral to the County for all public improvements associated with the project.
4. The applicant will need to execute a Temporary Floodplain Easement, as well as obtain a Floodplain permit.
5. The applicant will need to develop an animal waste plan and submit to Tri-County Health and the County.
6. The applicant will need to have an approved Administrative Replat to make the two lots into one lot.

**Attachments:**

Application

FDP Exhibit

Referral Comments

## **DRAFT MOTIONS:**

- A. In the case of P15-008, Freedom Service Dogs Final Development Plan, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings including the draft plan and attachments as set forth in the staff report dated April 5, 2016, and approve this case, subject to the following conditions:
1. The applicant must make all modifications to the Final Development Plan as requested by the Public Works & Development Department.
  2. The applicant agrees to address all Engineering Services Division, Urban Drainage and SEMSWA comments and concerns, as identified within their reports, prior to signed mylars.
  3. The applicant will enter into a Subdivision Improvement Agreement and provide collateral to the County for all public improvements associated with the project.
  4. The applicant will need to execute a Temporary Floodplain Easement, as well as obtain a Floodplain permit.
  5. The applicant will need to develop an animal waste plan and submit to Tri-County Health and the County.
  6. The applicant will need to have an approved Administrative Replat to make the two lots into one lot.

***Staff provides the following Draft Motions listed below as general guidance in preparing an alternative motion if the Board of County Commissioners reaches a different determination:***

### **Recommend Denial**

In the case of P15-008, Freedom Service Dogs Final Development Plan, we have read the staff report. We do not find ourselves in agreement with staff findings, including all exhibits and attachments as set forth in the staff report dated March 25, 2016, and recommend denial of this application based on the following findings:

1. *State new findings in support of denial as part of the motion.*

### **Continue to Date Certain:**

In the case of P15-008, Freedom Service Dogs Final Development Plan, I move to continue the hearing to [*date certain*], 9:30 a.m., to obtain additional information and to further consider the information presented.

## FINAL DEVELOPMENT PLAN - APPROVAL

**RESOLUTION NO. [reso #]** It was moved by Commissioner [moved] and duly seconded by Commissioner [seconded] to adopt the following Resolution:

WHEREAS, application has been made by Intergroup Inc., applicant, on behalf of Freedom Service Dogs, Owner, for a Final Development Plan designated as Freedom Service Dogs, (case # P15-008) and

WHEREAS, after a hearing on this matter, the Arapahoe County Planning Commission has made a favorable recommendation of the Final Development Plan subject to certain stipulations of said Planning Commission; and

WHEREAS, subsequently public notice was properly given of the proposed Final Development Plan by publication on March 31, 2016 in The Villager, a newspaper of general circulation within the County of Arapahoe, by posting of said property and by mail notification of adjacent property owners in accordance with the Arapahoe County Zoning Regulations; and

WHEREAS, pursuant to the aforementioned notice provisions, a public hearing was held before the Board of County Commissioners at the Arapahoe County Administration Building, 5334 South Prince Street, Littleton, Colorado, on the 19th day of April, 2016, at 9:30 o'clock AM at which time evidence and testimony were presented to the Board concerning the Final Development Plan; and

WHEREAS, the administrative record for this Case includes, but is not limited to, all duly adopted ordinances, resolutions and regulations, together with all Department of Public Works and Development processing policies which relate to the subject matter of the public hearing, the staff files and reports of the Planning and Engineering case managers, and all submittals of the applicant; and

WHEREAS, representations, statements and positions were made by or attributed to the applicant or its representatives on the record, including representations contained in the materials submitted to the Board by the applicant and County staff; and

WHEREAS, the applicant has agreed to all conditions of approval recommended by County staff, and has agreed to execute all agreements and to convey all rights of way and easements recommended by staff, except as stated in this resolution; and

WHEREAS, the public hearing was closed on April 19, 2016, and the matter taken under advisement and deferred for decision until this same date; and

WHEREAS, this Board has considered the recommendation of the Arapahoe County Planning Commission, the testimony and evidence presented at the public hearing and has concluded that the public health, safety, convenience and general welfare, as well as good zoning practice, justifies the approval of the Final Development Plan of Freedom Service Dogs, (Case

No.P15-008), subject to the conditions precedent and/or stipulations as hereinafter delineated.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County as follows:

1. That the Final Development Plan of Freedom Service Dogs, (Case No. P15-008) be approved on the grounds that the Final Development Plan is compatible with development standards for the area and complies with the requirements of the approved Preliminary Development Plan; and that said development is the result of a desirable plan for land use presented by the applicant in the form of the above mentioned Final Development Plan.
2. Approval of this Final Development Plan is based upon the following understandings, agreements and/or representations:
  - a. The applicant's assent and/or agreement to make all modifications to the final version of the documents that are necessary to conform the documents to the form and content requirements of the County in existence at the time the documents are submitted for signature.
  - b. The representations, statements and positions contained in the record that were made by or attributed to the applicant and its representatives, including all such statements contained in materials submitted to the Board by the applicant and County staff.
3. Approval of this Final Development Plan shall be and is subject to the following stipulations and/or conditions precedent, which the applicant has accepted and which the applicant is also deemed to accept by continuing with the development of the property:
  - a. The applicant's compliance with the stipulations of the Arapahoe County Planning Commission as set forth in its resolution.
  - b. The applicant's compliance with all conditions of approval recommended by the staff case managers in the written staff reports presented to the Board, and any conditions stated by staff on the record.
    1. The applicant must make all modifications to the Final Development Plan as requested by the Public Works & Development Department.
    2. The applicant agrees to address all Engineering Services Division, Urban Drainage and SEMSWA comments and concerns, as identified within their reports, prior to signed mylars.
    3. The applicant will enter into a Subdivision Improvement Agreement and provide collateral to the County for all public improvements associated with the project.

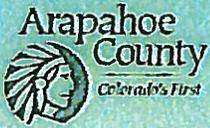
4. The applicant will need to execute a Temporary Floodplain Easement, as well as obtain a Floodplain permit.
    5. The applicant will need to develop an animal waste plan and submit to Tri-County Health and the County.
    6. The applicant will need to have an approved Administrative Replat to make the two lots into one lot.
  - c. The applicant's compliance with all additional conditions of approval stated by the Board **[Including & Stipulations]** .
  - d. The applicant's performance of all commitments and promises made by the applicant or its representatives and stated to the Board on the record, or contained within the materials submitted to the Board.
4. Except to the extent expressly disclosed in the underlying staff reports and set forth in a finding of fact in this Resolution, this approval action does not accept or approve any plan language that varies, in any respect, from the standard notes and language required by the Arapahoe County Land Development Code and applicable department policies. Any nonstandard language appearing on the Final Development Plan shall be of no effect unless so disclosed and unless expressly approved in a Finding of Fact. This Board reserves the power to take further action without further notice, by Resolution, to either remove or ratify any such language at any time.
5. County planning, engineering and legal staff are authorized to make any changes to the mylar form of the approved document as may be needed to conform the documents to the form and content requirements of the County in existence at the time the documents are submitted for signature, and to make such other changes that are expressly stated by staff before the Board, or are recommended by staff in the written staff reports, or are referred to by the movant Commissioner. No other deviation or variance from the form and content of the documents submitted for the Board's consideration are approved except to the extent stated in this resolution.
6. The County Attorney, with the concurrence of the planning and/or engineering case managers, is authorized to make appropriate modifications to the resolution and plan documents as needed to accurately reflect the matters presented to the Board and to record and clarify, as necessary, other aspects and ramifications of the Board's action.
7. The foregoing approval is conditioned upon, and subject to, submission by the applicant of a mylar form of the Final Development Plan, containing the above changes, within sixty (60) days of the date of this decision. In the event the applicant fails to submit a conforming mylar by the above deadline, this decision shall be voidable by resolution of the Board of County Commissioners and of no effect whatsoever.

8. Upon the applicant's completion of any and all changes to the Final Development Plan mylar as required by this Resolution, the Chair of the Board of County Commissioners is hereby authorized to sign same. In the event of a discrepancy between the terms of this Resolution and the content of the executed mylar, the terms of this Resolution will control.

The vote was:

Commissioner Bockenfeld, ; Commissioner Doty, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.



Public Works and Development  
6924 S. Lima Street  
Centennial, Colorado 80112  
Phone: 720-874-6650 FAX 720-874-6611  
www.arapahoe.gov.com

Land Development Application  
Formal

Form must be complete

Land Development Application material received after 2pm shall be date stamped as received the following working day.

APPLICANT/REPRESENTATIVE: <b>INTERGROUP</b>	ADDRESS: <b>2000 W. LITTLETON BLVD INTERGROUP</b>	SIGNATURE: <i>Amanda Sawicki</i>
	PHONE: <b>303-738-8877</b> FAX: <b>303-738-2277</b>	NAME: <b>Amanda Sawicki</b>
	EMAIL: <b>asawicki@igarch.com</b>	TITLE: <b>Architect</b>
OWNER(S) OF RECORD: <b>Freedom Service Dogs</b>	ADDRESS: <b>2000 W. Union Ave</b>	SIGNATURE:
	PHONE: <b>303-922-6231</b> FAX:	NAME: <b>Brianne Corbett</b>
	EMAIL: <b>bcorbett@freedom servicedogs.com</b>	
ENGINEERING FIRM: <b>CIVAS ENGR.</b>	ADDRESS: <b>CIVAS Engineering 10056 Brisbane Lane</b>	CONTACT PERSON:
	PHONE: <b>720-240-5882</b> FAX: <b>720-223-6092</b>	
	EMAIL:	

Pre-Submittal Case Number: **15-023** Pre-Submittal Planner: **Bill Skinner** Pre-Submittal Engineer: **Sarah White**

Parcel ID no. (AIN no.) **79299-62640-003**  
Address: **7193 + 7173 S. DILLON CT.**  
Subdivision Name & Filing: **Centennial Corp. Center, Filing #3**

	EXISTING	PROPOSED
Zoning:	<b>MU</b>	
Case/Project/Subdivision Name:		<b>Freedom Service Dogs</b>
Site Area (Acres):	<b>2.6</b>	
Floor Area Ratio (FAR):	<b>13.6</b>	
Density (Dwelling Units/Acre):		
Building Square Footage:	<b>22118 SF</b>	
Disturbed Area (Acres):	<b>N/A</b>	
Related Case Numbers: (Final/Preliminary Development Plan, Rezoning, and/or Plat)	<b>POD-150 P99-090</b>	

CASE TYPE

1041- Areas & Activities of State Interest	Location & Extent	Preliminary Development Plan	Special District/Title 30
1041- Areas & Activities of State Interest - Use by Special Review	Location & Extent - Major Amendment	Preliminary Development Plan - Major Amendment	Special District/Title 32
Comprehensive Plan	Master Development Plan	Preliminary Plat	Street Name Change
<b>Final Development Plan</b>	Master Development Plan - Major Amendment	Replat - Major	Use by Special Review
Final Development Plan - Major Amendment	Minor Subdivision	Rural Cluster	Use by Special Review - Major Amendment
Final Plat	Planned Sign Program	Rezoning Conventional	Use by Special Review - Oil & Gas
Land Development Code Amendment	Planned Sign Program - Major Amendment	Rezoning Conventional - Major Amendment	Vacation of Right-of-Way/Easement/Plat

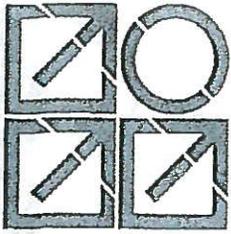
THIS SECTION FOR OFFICE USE ONLY

Case No: **P15-008** Planning Manager: **SP** Engineering Manager: **SNW** **661 26 2015**

Planning Fee: **(Y) N \$ 500** Engineering Fee: **(Y) N \$ 2500**

ARAPAHOE COUNTY  
PLANNING DIVISION

This application shall be submitted with all applicable application fees. Submittal of this application does not establish a vested property right in accordance with C.R.S. 24-68-125(1). Processing and review of this application may require the submittal of additional information, subsequent reviews, and/or meetings, as outlined in the Arapahoe County Land Development Code.



**INTERGROUP  
ARCHITECTS**  
*Designing Success*

**LETTER OF INTENT**  
November 24, 2015

**THE PROJECT:**

*Freedom Service Dogs, Centennial East Corporate Center Filing No. 10, Lot 1.*

**THE APPLICANT:**

The Applicant/Property Owner is:  
Freedom Service Dogs  
7193 South Dillon Court  
Englewood, CO 80112

The Local Representative/Agent for the Applicant is:

Intergroup, Inc.  
Kris Belter, AIA  
2000 West Littleton Boulevard  
Littleton, Colorado 80120

**GENERAL PROPOSAL DESCRIPTION:**

This Final Development Plan, Administrative Replat and Vacation of Easement is to combine lots 1 and 2 into one property for the purpose of a service dog training facility.

**Site Description:** Lot 1 is 1.46 acres and lot 2 is 1.14 acres for a combined total site area of 2.6 acres. The site slopes down to the northwest to an existing drainage way. There is an existing building on lot 1 which will remain and be re-purposed. Lot 2 will be used for additional parking and dog run and training grounds. All dog run areas are fenced in and screened from view.

**Building Description:** The existing building will be used for the indoor dog kennels and office area. It is a two-story concrete masonry building with a footprint of 15,480 s.f. (13.6% of the site). The building has an existing partial second floor area of 7,958 s.f.

**PRESENT ZONING:**

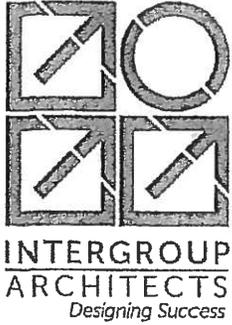
The site is presently zoned 'MU' – Mixed Use. The use proposed will remain as currently zoned.

■ **PHONE**  
303.738.8877

■ **FAX**  
303.738.2294

■ **WEB**  
[www.igarch.com](http://www.igarch.com)

■ **ADDRESS**  
2000 W. Littleton Blvd  
Littleton, CO 80120



DEVELOPMENT SCHEDULE:

Assuming that this application is approved by the Town of Parker, construction would start this winter with an approximate 4-month construction time.

MISCELLANEOUS ITEMS:

Signage: The existing monument sign base will remain with a new Freedom Service Dog cabinet sign installed on it.

Traffic: We have included a traffic study letter with this submittal stating that current traffic patterns will not be affected by this facility.

Drainage Study: See the information provided by Civas Engineering which is included in this submittal.

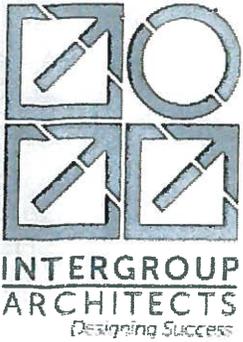
If any additional submittal items are necessary for this approval, please let me know. In conclusion, thank you for your consideration of the proposed project. We look forward to working with you as the project proceeds. Please feel free to call if you have any questions.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink that reads 'Kris Belter'.

Kris Belter, AIA  
Architect



February 12, 2016

Arapahoe County Planning Department:  
Sarah White, Engineering Services Division  
Sherman Feher, Senior Planner  
6924 South Lima St.  
Centennial, Colorado 80112

Re: P15-008 / FDP  
R15-004 / Administrative Replat  
Freedom Service Dogs

Enclosed is the re-submittal of our planning documents for Freedom Service Dogs. We have made the corrections as requested in your review and redlines dated January 14, 2016.

**Centennial Airport:**

- There is an existing avigation and hazard easement on this property. The book and page number is included on the cover sheet of the Final Development Plan and a copy of the easement is included in this letter.
- The Centennial Airport is shown on the vicinity map.

**City of Centennial:**

We have proposed a 6' high cedar fence along the Western property line.

**Department of the Army Corps of Engineers:**

This project is not dredging or using any fill material that would affect the waters of the United States (WOUS).

**Arapahoe County Mapping:**

Redline Comments have been corrected.

**Arapahoe County Sheriff:**

No Comments

**South Metro Fire District:**

No Comments

**Tri-County Health:**

A Waste management plan for dog feces is included in the Phase III Drainage Report and included in this letter.

**Arapahoe County Water and Wastewater Authority:**

A presubmittal meeting was held with ACWWA on 2-3-16 and an official submittal has been

RECEIVED

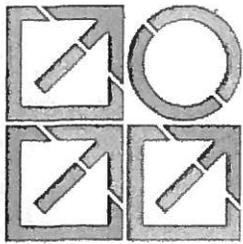
FEB 15 2016

ARAPAHOE COUNTY  
PLANNING DIVISION

PHONE  
303.738.6877

FAX  
303.738.2294

WEB  
www.igarch.com



**INTERGROUP**  
**ARCHITECTS**  
*Designing Success*

made to that department.

**Engineering Services Division:**

The comments made by Sarah White, Engineering Services Division, are addressed in the attached letter by Civas Engineering dated Feb. 12, 2016.

**South Metro Stormwater Authority:**

The comments made by Angela Howare, Land Development Engineer, are addressed in the attached letter by Civas Engineering dated Feb. 12, 2016.

Thank you for your comments and review of this submittal.

Sincerely,

Kris Belter, AIA  
Architect

## **Board of County Commissioners Engineering Summary Report**

**Date:** April 4, 2016

**To:** Arapahoe County Board of County Commissioners

**Through:** Sherman Feher  
Planning Division

**From:** Sarah White  
Engineering Services Division

**Re:** **Freedom Service Dogs**  
**P15-008 / FDP**  
**R15-004 / Administrative Replat**

### **Purpose and Recommendation**

The purpose of this report is to provide the Engineering Services Division Staff findings, comments, and recommendations regarding the above-referenced land use application(s).

**Engineering Services Division Staff (Staff) has reviewed the above-referenced land use application(s) and has the following findings and comments:**

### **Findings:**

The Arapahoe County Division of Engineering Services has reviewed this referral and has the following findings:

1. This development lies within the Windmill Creek drainage basin.
2. The Floodplain Hazard Area Delineation (FHAD) Report for Lone Tree Creek, Windmill Creek and Dove Creek dated July 2009 shows that the southwest corner of the site is subject to shallow flooding (depth 2 ft.). The FHAD is the regulatory document for this site. The FHAD delineates the 100 year floodplain based on future conditions based on the tributary drainage basin being fully developed and may not reflect current conditions.
3. The building and external solid fencing pre-date the floodplain mapping, both were constructed in 2002, when the boundaries of the floodplain did not encroach on the site.
4. The construction of Blackhawk pond should eliminate the overtopping of Fremont St and should remove substantial portions this parcel from the 100 year floodplain. No time table has been established for the pond's construction.

5. The applicant requested a variance to the County regulations to allow for existing and proposed fencing and proposed kennel shade structures within a floodplain. The Technical Review Committee has granted a variance request with the following conditions:
  - a) A Floodplain easement shall be placed in the areas identified by the 2009 Windmill Creek FHAD. The floodplain easement may be done as a temporary easement, lifted upon the construction of the Blackhawk Pond.
  - b) Applicant will need to obtain a Floodplain permit.
  - c) Provide elevations of the building corners, lowest adjacent grade to the building and spot elevations of the kennels location in the floodplain.
  - d) Recommend the applicant obtain flood insurance.
6. This development lies within the Cherry Creek Watershed and within the boundaries of the Cherry Creek Basin Water Quality Authority (CCBWQA), Southeast Metro Stormwater Authority (SEMSWA) and Urban Drainage and Flood Control District (UDFCD).
7. This development will require a Subdivision Improvement Agreement (SIA) to guarantee on site and off site public improvements.
8. Infrastructure proposed within the floodplain requires permitting under a Floodplain Development Permit.
9. The monument sign currently lies within the standard 30x30 sight triangle. The intersection of Fremont Ave and Dillon Ct and the corresponding sight lines has been evaluated by the applicant's traffic engineer. It has been determined that the intersection has sufficient sight clearance and the existing monument sign lies far enough into the property that adequate visibility is maintained. New sight triangle dimensions will need to be provided by the Traffic Engineer and shown on the Replat and Final Development Plan.

**Engineering Services Division Staff is recommending this land use application favorably subject to the following conditions:**

1. The applicant agrees to address comments and concerns issued by the County's Division of Engineering Services.
2. The applicant agrees to address comments issued by Southeast Metro Stormwater Authority (SEMSWA).
3. The applicant agrees to address comments issued by Urban Drainage and Flood Control District (UDFCD).
4. The applicant executes a Subdivision Improvement Agreement.
5. The applicant executes a Temporary Floodplain Easement.
6. The applicant obtains a floodplain permit.

Freedom Service Dogs  
BOCC Summary Report

cc: Chuck Haskins, PE, Division Manager, Engineering Services Division  
Case File P15-008 & R15-004



Public Works and Development

6924 S. Lima Street Centennial, Colorado 80112 Phone: 720-874-6650; FAX 720-874-6611

www.co.arapahoe.co.us

Planning Division

Phase II Referral Routing

<b>Case Number / Case Name:</b>	<b>P15-008 &amp; R15-004 / Centennial E Corp Ctr #3 / Final Development Plan and Replat</b>
<b>Planner:</b>	<b>Sherman Feher</b>
<b>Engineer:</b>	<b>Sarah L White</b>
<b>Date:</b>	<b>12/18/2015</b>
<b>Date to be returned:</b>	<b>01/06/2016</b>

Arapahoe County Agencies		Citizen's Organizations		
<input checked="" type="checkbox"/>	Assessor / Arapahoe County	Beverly Reynolds		
<input type="checkbox"/>	Attorney / Arapahoe County	Robert Hill	<input type="checkbox"/> CCNA-Cherry Creek Neighborhoods Ass.	
<input type="checkbox"/>	Building / Arapahoe County	Steve Byer	<input type="checkbox"/> CECON-(Within Centennial)	
<input checked="" type="checkbox"/>	Engineering / Arapahoe County		<input type="checkbox"/> Four Square mile Neighborhood	
<input checked="" type="checkbox"/>	Mapping / Arapahoe County	Pat Hubert	<input type="checkbox"/> South Metro Chamber of Commerce	
<input type="checkbox"/>	Oil & Gas / Arapahoe County	Diane Kocis	<b>Conservation District</b>	
<input type="checkbox"/>	Open Space / Arapahoe County	Shannon Carter	<input type="checkbox"/> Deer Trail Conservation District	
<input checked="" type="checkbox"/>	Planning / Arapahoe County		<input type="checkbox"/> West Arapahoe Conservation District	Tasha Chevarria
<input checked="" type="checkbox"/>	Sheriff / Arapahoe County	1 to Brian McKnight 1 to Glenn Thompson	<b>Transportation</b>	
<input type="checkbox"/>	Weed Control / Arapahoe County	Russell Johnson	<input checked="" type="checkbox"/>	CDOT / State Highway Dept- Region 1
<input checked="" type="checkbox"/>	Zoning / Arapahoe County	Tammy King	<input type="checkbox"/>	E-470 Authority
<b>Referral Agencies</b>			<input type="checkbox"/>	RTD
<input checked="" type="checkbox"/>	Centennial East Corp Ctr Architectural Review Committee	Doug Barnes	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Centennial Airport	<del>Lisa Gajewski</del> <i>Aaron Repp</i>	<b>Utilities: Gas, Electric &amp; Phone</b>	
<input type="checkbox"/>	CGS Colorado Geological Survey-Soils		<input checked="" type="checkbox"/>	Centurylink/Phone
<input type="checkbox"/>	City / Town		<input type="checkbox"/>	Conoco Phillips / Gas Pipeline
<input type="checkbox"/>	Colorado Parks and Wildlife		<input checked="" type="checkbox"/>	XCEL
<input type="checkbox"/>	County		<input checked="" type="checkbox"/>	IREA
<input type="checkbox"/>	DRCOG		<b>Water / Sanitation / Stormwater / Wetlands</b>	
<input checked="" type="checkbox"/>	South Metro Fire District	Chip Kirkove	<input checked="" type="checkbox"/>	ACWWA
<input type="checkbox"/>	Metro District		<input checked="" type="checkbox"/>	U.S. Army Corp. of Engineer
<input checked="" type="checkbox"/>	Post Office Growth Coordinator	Jaime Hernandez	<input checked="" type="checkbox"/>	CCBWQA
<input type="checkbox"/>	Reap I-70 Regional Economic Advancement Partnership		<input type="checkbox"/>	Colorado Division of Water Resources
<input type="checkbox"/>	Recreation District / Park District (External)		<input checked="" type="checkbox"/>	SEMSWA
<input type="checkbox"/>	School District		<input type="checkbox"/>	ECCVW&S
<input type="checkbox"/>	Special District		<input checked="" type="checkbox"/>	Urban Drainage
<input checked="" type="checkbox"/>	Tri-County	Sheila Lynch	<input type="checkbox"/>	Other / 5 Sets East End Adv. Committee
<input type="checkbox"/>	HOA/Homeowners Associations			

The enclosed case has been submitted to the Arapahoe County Planning Office for consideration. Because of the possible effect of the proposed development upon your area, the case is being referred for your comment. Please examine this request and, after review, check the appropriate line and return to the Arapahoe County Planning Office on or before the date indicated above.

COMMENTS:	SIGNATURE
<input type="checkbox"/> Have NO Comments to make on the case as submitted	
<input checked="" type="checkbox"/> Have the following comments to make related to the case: <i>Please see attached letter</i>	<i>Aaron Repp</i>



**CENTENNIAL AIRPORT**  
ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY

7800 South Peoria Street, Unit G1  
Englewood, Colorado 80112  
main: 303.790.0598  
fax: 303.790.2129  
[www.centennialairport.com](http://www.centennialairport.com)

---

December 29, 2015

Mr. Sherman Feher  
Arapahoe County, Public Works and Development  
6924 S. Lima St.  
Centennial, CO 80112

Re: P15-008 & R15-004; Centennial E Corp Ctr #3; Final Development Plan and Replat.

Dear Mr. Feher,

Thank you for the opportunity to review the Freedom Service Dog Training Facility Site Plan. We have the following comments to make on the project:

- The proposed development lies within Airport Influence Area (AIA), and will be subjected to numerous aircraft overflights and their associated effects. These effects include, but are not limited to: noise, smoke, dust, fumes and vibrations. An avigation easement is required for development within the AIA and highly recommended for proposed development near the AIA.
- Any objects on the site (including cranes used during construction) that penetrate a 100:1 slope from the nearest point of the nearest runway will require filing and approval of FAA Form 7460-1. This form may take 90 days or more for approval. <https://oeaaa.faa.gov> for more information and to file FAA Form 7460-1. **Please note that this is a State and Federal regulatory requirement.** Runway endpoint data is available from the Airport for engineering calculations.
- Centennial Airport requests that all easements and notes executed on behalf of The Arapahoe County Public Airport Authority not be vacated and remain in place.
- Please forward a copy of the recorded easement to our office.
- Book and page number of the avigation easement must be included on all plats and plans.
- Please include the Airport on the vicinity map.

Please feel free to call me if you have any questions.

Sincerely,

Aaron Repp  
Noise & Environmental Specialist



Public Works and Development  
 6924 S. Lima Street Centennial, Colorado 80112 Phone: 720-874-6650; FAX 720-874-6611  
 www.co.arapahoe.co.us

Planning Division  
 Phase II Referral Routing

*Michael*

Case Number / Case Name:	P15-008 & R15-004 / Centennial E Corp Ctr #3 / Final Development Plan and Replat
Planner:	Sherman Feher
Engineer:	Sarah L White
Date:	12/18/2015
Date to be returned:	01/06/2016

Arapahoe County Agencies		Citizen's Organizations		
<input checked="" type="checkbox"/>	Assessor / Arapahoe County	Beverly Reynolds		
<input type="checkbox"/>	Attorney / Arapahoe County	Robert Hill	<input type="checkbox"/> CCNA-Cherry Creek Neighborhoods Ass.	
<input type="checkbox"/>	Building / Arapahoe County	Steve Byer	<input type="checkbox"/> CECON-(Within Centennial)	
<input checked="" type="checkbox"/>	Engineering / Arapahoe County		<input type="checkbox"/> Four Square mile Neighborhood	
<input checked="" type="checkbox"/>	Mapping / Arapahoe County	Pat Hubert	<input type="checkbox"/> South Metro Chamber of Commerce	
<input type="checkbox"/>	Oil & Gas / Arapahoe County	Diane Kocis	Conservation District	
<input type="checkbox"/>	Open Space / Arapahoe County	Shannon Carter	<input type="checkbox"/> Deer Trail Conservation District	
<input checked="" type="checkbox"/>	Planning / Arapahoe County		<input type="checkbox"/> West Arapahoe Conservation District	Tasha Chevarria
<input checked="" type="checkbox"/>	Sheriff / Arapahoe County	1 to Brian McKnight 1 to Glenn Thompson	Transportation	
<input type="checkbox"/>	Weed Control / Arapahoe County	Russell Johnson	<input checked="" type="checkbox"/> CDOT / State Highway Dept- Region 1	Rick Solomon
<input checked="" type="checkbox"/>	Zoning / Arapahoe County	Tammy King	<input type="checkbox"/> E-470 Authority	Peggy Davenport
Referral Agencies			<input type="checkbox"/> RTD	Chris Quinn
<input checked="" type="checkbox"/>	Centennial East Corp Ctr Architectural Review Committee	Doug Barnes	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Centennial Airport	<del>Lisa Gajowski</del>	Utilities: Gas, Electric & Phone	
<input type="checkbox"/>	CGS Colorado Geological Survey-Soils		<input checked="" type="checkbox"/> Centurylink/Phone	Charles Place
<input type="checkbox"/>	City / Town	<i>Centennial</i>	<input type="checkbox"/> Conoco Phillips / Gas Pipeline	
<input type="checkbox"/>	Colorado Parks and Wildlife		<input checked="" type="checkbox"/> XCEL	Donna George
<input type="checkbox"/>	County		<input checked="" type="checkbox"/> IREA	
<input type="checkbox"/>	DRCOG		Water / Sanitation / Stormwater / Wetlands	
<input checked="" type="checkbox"/>	South Metro Fire District	Chip Kirkove	<input checked="" type="checkbox"/> ACWWA	
<input type="checkbox"/>	Metro District		<input checked="" type="checkbox"/> U.S. Army Corp. of Engineer	Kiel Downing
<input checked="" type="checkbox"/>	Post Office Growth Coordinator	Jaime Hernandez	<input checked="" type="checkbox"/> CCBWQA	
<input type="checkbox"/>	Reap I-70 Regional Economic Advancement Partnership		<input type="checkbox"/> Colorado Division of Water Resources	Joanne Williams
<input type="checkbox"/>	Recreation District / Park District (External)		<input checked="" type="checkbox"/> SEMSWA	Paul Danley
<input type="checkbox"/>	School District		<input type="checkbox"/> ECCVW&S	Chris Douglass
<input type="checkbox"/>	Special District		<input checked="" type="checkbox"/> Urban Drainage	David Mallory
<input checked="" type="checkbox"/>	Tri-County	Sheila Lynch	<input type="checkbox"/> Other / 5 Sets East End Adv. Committee	
<input type="checkbox"/>	HOA/Homeowners Associations			

The enclosed case has been submitted to the Arapahoe County Planning Office for consideration. Because of the possible effect of the proposed development upon your area, the case is being referred for your comment. Please examine this request and, after review, check the appropriate line and return to the Arapahoe County Planning Office on or before the date indicated above.

COMMENTS:	SIGNATURE
<input type="checkbox"/> Have NO Comments to make on the case as submitted	
<input checked="" type="checkbox"/> Have the following comments to make related to the case: Please see attached letter.	<i>Michael Feher, AKP</i> Planner II



ATTN: Sherman Feher  
Arapahoe County Public Works and Development  
6924 S. Lima St.  
Centennial, CO 80112

**Re: Phase II Referral P15-008 & R15-004 / Centennial E Corp Ctr #3 / Final Development Plan and Replat (City Referral RF-15-00318)**

Mr. Feher:

Thank you for your referral request to the City of Centennial regarding the proposed Centennial E Corp Ctr #3 / Final Development Plan and Replat project. The City of Centennial appreciates the opportunity to review the proposed FDP and Plat and offers the following comment:

1. Consider adding additional landscaping and opaque wall along the western property line in order to buffer the use from the properties zoned Industrial (I) on the opposite side of the SEMSWA-owned tract.

Thank you for the opportunity to review and comment on this application. Please feel free to contact me at (303) 754-3356 or [mgradis@centennialco.gov](mailto:mgradis@centennialco.gov) if you need clarification on the above comment or if you have additional questions.

Sincerely,

**City of Centennial**

Michael Gradis, AICP  
Planner II

P15-008 & R15-004 / CENTENNIAL E CORP CTR#3/  
FINAL DEVELOPMENT PLAN AND REPLAT  
6924 S. LIMA STREET  
CENTENNIAL CO 80112



DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, OMAHA DISTRICT  
DENVER REGULATORY OFFICE, 9307 SOUTH WADSWORTH BOULEVARD  
LITTLETON, COLORADO 80128-6901

**RE: Section 404 of the Clean Water Act Initial Comments**

To whom it concerns:

In accordance with Section 404 of the Clean Water Act, the Corps of Engineers regulates the discharge of dredged or fill material, and any excavation associated with a dredged or fill project, either temporary or permanent, into waters of the United States (WOUS). You should notify this office if the project proposed falls within these regulated activities because the project may require a Department of the Army Section 404 permit.

A WOUS may include ephemeral and/or perennial streams, wetlands, lakes, ponds, drainage ditches and irrigation ditches. A wetland delineation must be conducted, and verified by the Corps of Engineers, using the methods outlined in the *Corps of Engineers Wetlands Delineation Manual* (Environmental Laboratory 1987) and *Regional Supplement to the Corps of Engineers Wetland Delineation Manual*: (using applicable Regional Supplement) to determine wetlands based on the presence of three wetland indicators: hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland delineations must be conducted in the field by a qualified environmental consultant and any aquatic resource boundaries must be identified accordingly. Once the aquatic resources have been identified, only this office can determine if they are WOUS. Please note that development of the upland areas, avoiding stream and wetland resources, does not require authorization from this office.

Nationwide Permits (NWP) authorize common types of fill activities in WOUS that will result in a minimal adverse effect to the environment. Descriptions of the 52 types of nationwide permit activities and their general conditions can be found on our website: <http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx>. Some fill activities require notifying the Corps before starting work. Also, some types/sizes of work may require additional information or mitigation.

Regional General Permits (RGP) authorize specific types of fill activities in WOUS that will result in a minimal adverse effect to the environment. Descriptions of the 4 types of regional general permit activities and their general conditions can be found on our website: <http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado/RegionalGeneralPermits.aspx>. These fill activities require notifying the Corps before starting work, and possibly other local or state agencies. Also, some types/sizes of work may require additional information or mitigation. Please note several of the RGP's are applicant and location specific.

Individual permits may authorize fill activities that are not covered under the NWP or Regional General Permits (RGP's). This permit will be processed through the public interest review procedures, including public notice and receipt of comments. An alternative analysis (AA) must be provided with this permit action. The AA must contain an evaluation of environmental impacts for a range of alternatives. These alternatives should include the preferred action, no action alternative, and other action alternatives that would be the identified project purpose. Other action alternatives should include other practicable (with regards to cost, logistics, and technology) that meet the overall project purpose. The alternatives could include offsite alternatives and alternative designs. When evaluating individual permit applications, the Corps can only issue a permit for the least environmentally damaging practicable alternative (LEDPA). In some cases, the LEDPA may not be the applicant's preferred action. The individual permit application form and form instructions can be found on our website: <http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/ObtainPermit.aspx>.

If the activity requires a Department of the Army permit as a result of any impacts to WOUS or any earth disturbances within that resource, a federal action will occur. For the Corps to make a permit decision, the applicant must provide enough information to demonstrate compliance with Section 106 of the National Historic Preservation Act (NHPA) and Section 7 of the Endangered Species Act (ESA).

The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to WOUS to the maximum extent practicable at the project site. Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal. Any loss of an aquatic site may require mitigation. Mitigation requirements will be determined during the Department of the Army permitting review.

If the information that was submitted could impact WOUS, which are jurisdictional resources, this office should be notified. If a section 404 permit is required, work in an aquatic site should be identified by the proponent of the project and be shown on a map identifying the Quarter Section, Township, Range and County, Latitude and Longitude, Decimal Degrees (example 39.55555; -104.55555) and the dimensions of work in each aquatic site.

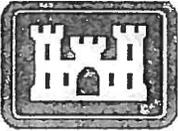
If there are any questions, please call the Denver Regulatory Office at 303-979-4120.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kiel Downing', with a long horizontal flourish extending to the right.

Kiel Downing  
Chief, Denver Regulatory Office

Enclosures:  
-PCN Requirements



## Pre-Construction Notification (PCN) Requirements

(Nationwide Permit General Condition No. 31  
from the February 21, 2012 Federal Register)

US Army Corps of Engineers,  
Omaha District, Denver Regulatory Office  
9307 South Wadsworth Blvd,  
Littleton, CO 80128  
Phone: (303) 979-4120

Website: <http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx>

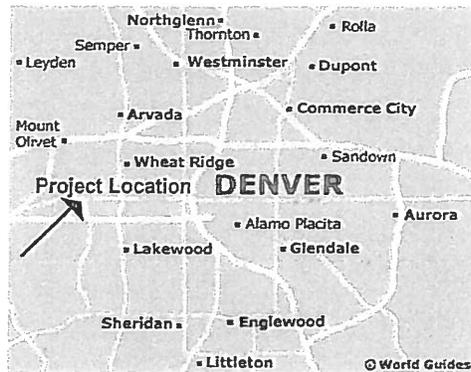
### Contents of Pre-Construction Notification:

The PCN must be in writing and include the following information:

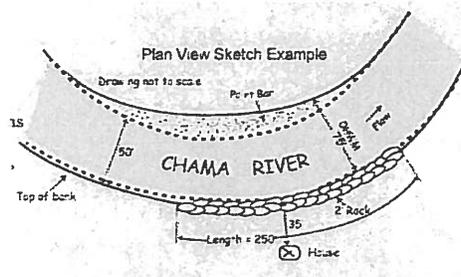
- (1) Name, address and telephone numbers of the prospective permittee;
- (2) Location of the proposed project;
- (3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);
- (4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;
- (5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.
- (6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and
- (7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(8) Attach map and sketches- examples shown here.

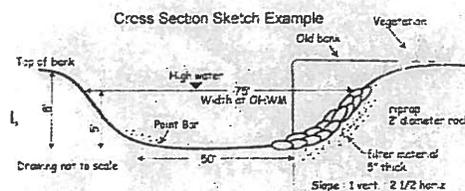
**Location Map:** Photocopy from road or topo map; indicate site location, any landmarks, etc.



**Plan View Sketch:** "Bird's-eye view"; include all features- distances, length and width; dimensions of features and stream/wetlands.



**Cross Section Sketch:** "Cut away view"; include heights, widths of structures, channel, wetland, bank slopes, etc.





Public Works and Development  
 6924 S. Lima Street Centennial, Colorado 80112 Phone: 720-874-6650; FAX 720-874-6611  
[www.co.arapahoe.co.us](http://www.co.arapahoe.co.us)

Planning Division  
**Phase II Referral Routing**

<b>Case Number / Case Name:</b>	<b>P15-008 &amp; R15-004 / Centennial E Corp Ctr #3 / Final Development Plan and Replat</b>
<b>Planner:</b>	<b>Sherman Feher</b>
<b>Engineer:</b>	<b>Sarah L White</b>
<b>Date:</b>	<b>12/18/2015</b>
<b>Date to be returned:</b>	<b>01/06/2016</b>

Arapahoe County Agencies		Citizen's Organizations	
<input checked="" type="checkbox"/>	Assessor / Arapahoe County	Beverly Reynolds	
<input type="checkbox"/>	Attorney / Arapahoe County	Robert Hill	<input type="checkbox"/> CCNA-Cherry Creek Neighborhoods Ass.
<input type="checkbox"/>	Building / Arapahoe County	Steve Byer	<input type="checkbox"/> CECON-(Within Centennial)
<input checked="" type="checkbox"/>	Engineering / Arapahoe County		<input type="checkbox"/> Four Square mile Neighborhood
<input checked="" type="checkbox"/>	Mapping / Arapahoe County	Pat Hubert	<input type="checkbox"/> South Metro Chamber of Commerce
<input type="checkbox"/>	Oil & Gas / Arapahoe County	Diane Kocis	<b>Conservation District</b>
<input type="checkbox"/>	Open Space / Arapahoe County	Shannon Carter	<input type="checkbox"/> Deer Trail Conservation District
<input checked="" type="checkbox"/>	Planning / Arapahoe County		<input type="checkbox"/> West Arapahoe Conservation District
<input checked="" type="checkbox"/>	Sheriff / Arapahoe County	1 to Brian McKnight 1 to Glenn Thompson	<b>Transportation</b>
<input type="checkbox"/>	Weed Control / Arapahoe County	Russell Johnson	<input checked="" type="checkbox"/> CDOT / State Highway Dept- Region 1
<input checked="" type="checkbox"/>	Zoning / Arapahoe County	Tammy King	<input type="checkbox"/> E-470 Authority
	<b>Referral Agencies</b>		<input type="checkbox"/> RTD
<input checked="" type="checkbox"/>	Centennial East Corp Ctr Architectural Review Committee	Doug Barnes	
<input checked="" type="checkbox"/>	Centennial Airport	Lisa Gajowski	<b>Utilities: Gas, Electric &amp; Phone</b>
<input type="checkbox"/>	CGS Colorado Geological Survey-Soils		<input checked="" type="checkbox"/> Centurylink/Phone
<input type="checkbox"/>	City / Town		<input type="checkbox"/> Conoco Phillips / Gas Pipeline
<input type="checkbox"/>	Colorado Parks and Wildlife		<input checked="" type="checkbox"/> XCEL
<input type="checkbox"/>	County		<input checked="" type="checkbox"/> IREA
<input type="checkbox"/>	DRCOG		<b>Water / Sanitation / Stormwater / Wetlands</b>
<input checked="" type="checkbox"/>	South Metro Fire District	Chip Kirkove	<input checked="" type="checkbox"/> ACWWA
<input type="checkbox"/>	Metro District		<input checked="" type="checkbox"/> U.S. Army Corp. of Engineer
<input checked="" type="checkbox"/>	Post Office Growth Coordinator	Jaime Hernandez	<input checked="" type="checkbox"/> CCBWQA
<input type="checkbox"/>	Reap I-70 Regional Economic Advancement Partnership		<input type="checkbox"/> Colorado Division of Water Resources
<input type="checkbox"/>	Recreation District / Park District (External)		<input checked="" type="checkbox"/> SEMSWA
<input type="checkbox"/>	School District		<input type="checkbox"/> ECCW&S
<input type="checkbox"/>	Special District		<input checked="" type="checkbox"/> Urban Drainage
<input checked="" type="checkbox"/>	Tri-County	Sheila Lynch	<input type="checkbox"/> Other / 5 Sets East End Adv. Committee
<input type="checkbox"/>	HOA/Homeowners Associations		

The enclosed case has been submitted to the Arapahoe County Planning Office for consideration. Because of the possible effect of the proposed development upon your area, the case is being referred for your comment. Please examine this request and, after review, check the appropriate line and return to the Arapahoe County Planning Office on or before the date indicated above.

	COMMENTS:	SIGNATURE
<input type="checkbox"/>	Have NO Comments to make on the case as submitted	
<input checked="" type="checkbox"/>	Have the following comments to make related to the case:	SEE REDLINES IN BLUE BEAM KIK 12-21-15



Public Works and Development  
 6924 S. Lima Street Centennial, Colorado 80112 Phone: 720-874-6650; FAX 720-874-6611  
[www.co.arapahoe.co.us](http://www.co.arapahoe.co.us)

Planning Division  
 Phase II Referral Routing

RECEIVED  
 DEC 23 2015  
 ARAPAHOE COUNTY  
 PLANNING DIVISION

Case Number / Case Name: P15-008 & R15-004 / Centennial E Corp Ctr #3 / Final Development Plan and Replat  
 Planner: Sherman Feher  
 Engineer: Sarah L White  
 Date: 12/18/2015  
 Date to be returned: 01/06/2016

Arapahoe County Agencies		Citizen's Organizations		
<input checked="" type="checkbox"/>	Assessor / Arapahoe County	Beverly Reynolds		
<input type="checkbox"/>	Attorney / Arapahoe County	Robert Hill	<input type="checkbox"/> CCNA-Cherry Creek Neighborhoods Ass.	
<input type="checkbox"/>	Building / Arapahoe County	Steve Byer	<input type="checkbox"/> CECON-(Within Centennial)	
<input checked="" type="checkbox"/>	Engineering / Arapahoe County		<input type="checkbox"/> Four Square mile Neighborhood	
<input checked="" type="checkbox"/>	Mapping / Arapahoe County	Pat Hubert	<input type="checkbox"/> South Metro Chamber of Commerce	
<input type="checkbox"/>	Oil & Gas / Arapahoe County	Diane Kocis	<b>Conservation District</b>	
<input type="checkbox"/>	Open Space / Arapahoe County	Shannon Carter	<input type="checkbox"/> Deer Trail Conservation District	
<input checked="" type="checkbox"/>	Planning / Arapahoe County		<input type="checkbox"/> West Arapahoe Conservation District	Tasha Chevarria
<input checked="" type="checkbox"/>	Sheriff / Arapahoe County	1 to Brian McKnight 1 to Glenn Thompson	<b>Transportation</b>	
<input type="checkbox"/>	Weed Control / Arapahoe County	Russell Johnson	<input checked="" type="checkbox"/> CDOT / State Highway Dept- Region 1	Rick Solomon
<input checked="" type="checkbox"/>	Zoning / Arapahoe County	Tammy King	<input type="checkbox"/> E-470 Authority	Peggy Davenport
<b>Referral Agencies</b>			<input type="checkbox"/> RTD	Chris Quinn
<input checked="" type="checkbox"/>	Centennial East Corp Ctr Architectural Review Committee	Doug Bames	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Centennial Airport	Lisa Gajowski	<b>Utilities: Gas, Electric &amp; Phone</b>	
<input type="checkbox"/>	CGS Colorado Geological Survey-Soils		<input checked="" type="checkbox"/> Centurylink/Phone	Charles Place
<input type="checkbox"/>	City / Town		<input type="checkbox"/> Conoco Phillips / Gas Pipeline	
<input type="checkbox"/>	Colorado Parks and Wildlife		<input checked="" type="checkbox"/> XCEL	Donna George
<input type="checkbox"/>	County		<input checked="" type="checkbox"/> IREA	
<input type="checkbox"/>	DRCOG		<b>Water / Sanitation / Stormwater / Wetlands</b>	
<input checked="" type="checkbox"/>	South Metro Fire District	Chip Kirkove	<input checked="" type="checkbox"/> ACWWA	
<input type="checkbox"/>	Metro District		<input checked="" type="checkbox"/> U.S. Army Corp. of Engineer	Kiel Downing
<input checked="" type="checkbox"/>	Post Office Growth Coordinator	Jaime Hernandez	<input checked="" type="checkbox"/> CCBWQA	
<input type="checkbox"/>	Reap I-70 Regional Economic Advancement Partnership		<input type="checkbox"/> Colorado Division of Water Resources	Joanne Williams
<input type="checkbox"/>	Recreation District / Park District (External)		<input checked="" type="checkbox"/> SEMSWA	Paul Danley
<input type="checkbox"/>	School District		<input type="checkbox"/> ECCVW&S	Chris Douglass
<input type="checkbox"/>	Special District		<input checked="" type="checkbox"/> Urban Drainage	David Mallory
<input checked="" type="checkbox"/>	Tri-County	Sheila Lynch	<input type="checkbox"/> Other / 5 Sets East End Adv. Committee	
<input type="checkbox"/>	HOA/Homeowners Associations			

The enclosed case has been submitted to the Arapahoe County Planning Office for consideration. Because of the possible effect of the proposed development upon your area, the case is being referred for your comment. Please examine this request and, after review, check the appropriate line and return to the Arapahoe County Planning Office on or before the date indicated above.

COMMENTS:		SIGNATURE
<input checked="" type="checkbox"/>	Have NO Comments to make on the case as submitted	<i>Clayton</i> 12/21/15
<input type="checkbox"/>	Have the following comments to make related to the case:	



Public Works and Development  
 6924 S. Lima Street Centennial, Colorado 80112 Phone: 720-874-6650; FAX 720-874-6611  
[www.co.arapahoe.co.us](http://www.co.arapahoe.co.us)

Planning Division  
**Phase II Referral Routing**

Case Number / Case Name:	P15-008 & R15-004 / Centennial E Corp Ctr #3 / Final Development Plan and Replat	<i>REFDP15-00259</i> <i>REFRP15-00260</i>
Planner:	Sherman Feher	
Engineer:	Sarah L White	
Date:	12/18/2015	
Date to be returned:	01/06/2016	

Arapahoe County Agencies		Citizen's Organizations		
<input checked="" type="checkbox"/>	Assessor / Arapahoe County	Beverly Reynolds		
<input type="checkbox"/>	Attorney / Arapahoe County	Robert Hill	<input type="checkbox"/> CGNA-Cherry Creek Neighborhoods Ass.	
<input type="checkbox"/>	Building / Arapahoe County	Steve Byer	<input type="checkbox"/> CECON-(Within Centennial)	
<input checked="" type="checkbox"/>	Engineering / Arapahoe County		<input type="checkbox"/> Four Square mile Neighborhood	
<input checked="" type="checkbox"/>	Mapping / Arapahoe County	Pat Hubert	<input type="checkbox"/> South Metro Chamber of Commerce	
<input type="checkbox"/>	Oil & Gas / Arapahoe County	Diane Kocis	<b>Conservation District</b>	
<input type="checkbox"/>	Open Space / Arapahoe County	Shannon Carter	<input type="checkbox"/>	Deer Trail Conservation District
<input checked="" type="checkbox"/>	Planning / Arapahoe County		<input type="checkbox"/>	West Arapahoe Conservation District
<input checked="" type="checkbox"/>	Sheriff / Arapahoe County	1 to Brian McKnight 1 to Glenn Thompson	<b>Transportation</b>	
<input type="checkbox"/>	Weed Control / Arapahoe County	Russell Johnson	<input checked="" type="checkbox"/>	CDOT / State Highway Dept- Region 1
<input checked="" type="checkbox"/>	Zoning / Arapahoe County	Tammy King	<input type="checkbox"/>	E-470 Authority
<b>Referral Agencies</b>			<input type="checkbox"/>	RTD
<input checked="" type="checkbox"/>	Centennial East Corp Ctr Architectural Review Committee	Doug Barnes	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Centennial Airport	Lisa Gajowski	<b>Utilities: Gas, Electric &amp; Phone</b>	
<input type="checkbox"/>	CGS Colorado Geological Survey-Soils		<input checked="" type="checkbox"/>	Centurylink/Phone
<input type="checkbox"/>	City / Town		<input type="checkbox"/>	Conoco Phillips / Gas Pipeline
<input type="checkbox"/>	Colorado Parks and Wildlife		<input checked="" type="checkbox"/>	XCEL
<input type="checkbox"/>	County		<input checked="" type="checkbox"/>	IREA
<input type="checkbox"/>	DRCOG		<b>Water / Sanitation / Stormwater / Wetlands</b>	
<input checked="" type="checkbox"/>	South Metro Fire District	<b>Chip Kirkove</b>	<input checked="" type="checkbox"/>	ACWWA
<input type="checkbox"/>	Metro District		<input checked="" type="checkbox"/>	U.S. Army Corp. of Engineer
<input checked="" type="checkbox"/>	Post Office Growth Coordinator	Jaime Hernandez	<input checked="" type="checkbox"/>	CCBWQA
<input type="checkbox"/>	Reap I-70 Regional Economic Advancement Partnership		<input type="checkbox"/>	Colorado Division of Water Resources
<input type="checkbox"/>	Recreation District / Park District (External)		<input checked="" type="checkbox"/>	SEMSWA
<input type="checkbox"/>	School District		<input type="checkbox"/>	ECCW&S
<input type="checkbox"/>	Special District		<input checked="" type="checkbox"/>	Urban Drainage
<input checked="" type="checkbox"/>	Tri-County	Sheila Lynch	<input type="checkbox"/>	Other / 5 Sets East End Adv. Committee
<input type="checkbox"/>	HOA/Homeowners Associations			

The enclosed case has been submitted to the Arapahoe County Planning Office for consideration. Because of the possible effect of the proposed development upon your area, the case is being referred for your comment. Please examine this request and, after review, check the appropriate line and return to the Arapahoe County Planning Office on or before the date indicated above.

<input checked="" type="checkbox"/>	COMMENTS:	SIGNATURE
<input checked="" type="checkbox"/>	Have NO Comments to make on the case as submitted	
<input type="checkbox"/>	Have the following comments to make related to the case:	



January 6, 2016

Sherman Feher  
Arapahoe County Planning Division  
6924 S Lima St  
Centennial CO 80112

RE: Centennial E Corp Ctr #3 – Freedom Service Dogs  
Case No. P15-008 & R15-004  
TCHD No. 3736

Dear Mr. Feher:

Thank you for the opportunity to review and comment on the Final Development Plan and Replat of Centennial E Corp Ctr #3 for Freedom Service Dogs. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations. After reviewing the application, TCHD has the following comments:

**Waste Management**

Proper management of animal wastes such as dog feces and other solid wastes associated with the kennels (hair, food, soils, gravels, etc.) is essential to prevent nuisance conditions (odors) and vectors (flies). We strongly recommend that solid wastes associated with the kennels be regularly picked up, bagged and disposed of in a sanitary landfill. Liquid wastes (dog urine or washdown water) must be discharged such that they do not create nuisance conditions or impact water quality. It should be noted that dog waste does not break down in an on-site wastewater treatment system (septic system).

We recommend that the applicant develop a Waste Management Plan that indicates how animal waste will be managed. As a part of this plan, animal waste and trash volumes should be monitored regularly. If amounts exceed expectations, then more frequent pickups should be scheduled.

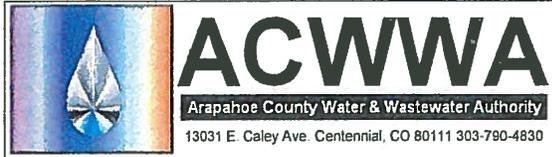
Please feel free to contact me at (720) 200-1585 or [lbroten@tchd.org](mailto:lbroten@tchd.org) if you have any questions about TCHD's comments.

Sincerely,

A handwritten signature in black ink, appearing to read "L Broten", written in a cursive style.

Laurel Broten, MPH  
Land Use and Built Environment Specialist  
Tri-County Health Department

CC: Sheila Lynch, Brad Turpin, Steve Chevalier, TCHD



---

**TO:** Sherman Feher  
Arapahoe County – Public Works & Development  
6924 S. Lima Street  
Centennial, CO. 80112

**DATE:** January 6, 2016

**SUBJECT:** **Freedom Service Dogs – Case#: P15-008 & R15-004 - ACWWA Referral Review Comments**

---

Dear Mr. Feher,

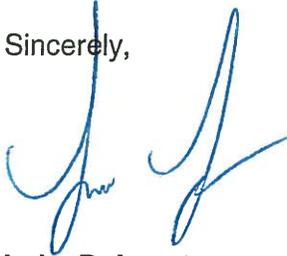
We appreciate the opportunity to review the above mentioned project on behalf of ACWWA and have the following comments for the applicant:

1. **Please submit directly to ACWWA for review, comment and approval (independent from City/County approval process).** Please refer to the “Development” link at [www.arapahowater.org](http://www.arapahowater.org) for additional design requirements and submittal procedures. An imprest account will need to be established at the time of the initial submittal, please refer to Appendix A of ACWWA’s Rules and Regulations for the respective amount.
2. Please provide plumbing plans, proposed fixtures and meter sizing calculations per AWWA M22. An M22 spreadsheet for meter sizing can be found and used at the above web address. Please provide all landscape and irrigation demand calculations as well. Separate service lines and meter pits are required for domestic, mechanical equipment, and irrigation services. ACWWA has a maximum 10 fps velocity requirement through the water service lines and meters. Tap fees for the respective services can be found in Appendix A of ACWWA’s Rules & Regulations which can be found at the website listed above. Tap Fees are based on tap equivalents, annual demands and maximum velocity requirements.
3. All existing and proposed ACWWA utilities, including meter pits are to be within a minimum 30’ wide easement dedicated to ACWWA by separate document. Please refer to “ACWWA Easement Checklist” at the web address for easement requirements and instructions for preparing easement exhibits. Parking, landscaping and permanent structures are not permitted within an ACWWA easement. ACWWA utilities are to be accessible by vehicle with unrestricted access through any security gates or fences.
4. Please provide a sampling manhole on the sanitary sewer service. Sampling manhole requirements can be found on ACWWA Standard Detail SS-6.
5. All ACWWA required documents are to be completed and approved prior to construction release, including tap fee payment, Letter of Credit established, easements recorded, Development Agreement completed, and wastewater discharge survey completed.
6. Please contact Arnie Reil at ACWWA to schedule a pre-submittal meeting. The pre-submittal meeting will cover ACWWA design and submittal requirements.

7. Please refer to the attached redlines for additional comments.

Merrick performs reviews on behalf of ACWWA, if you have any questions please contact me.

Sincerely,



**Luke D. Lovato**  
Merrick & Company  
5970 Greenwood Plaza Blvd.  
Greenwood Village, CO 80111  
303.353.3922  
[luke.lovato@merrick.com](mailto:luke.lovato@merrick.com)

**Reviewed and approved,**



**Wade B. Wheatlake, P.E.**  
Merrick & Company  
5970 Greenwood Plaza Blvd.  
Greenwood Village, CO 80111  
303.353.3683  
[wade.wheatlake@merrick.com](mailto:wade.wheatlake@merrick.com)



SCANNED

*TKK  
5 January 2016*

Public Works and Development  
6924 S. Lima Street Centennial, Colorado 80112 Phone: 720-874-6650; FAX 720-874-6611  
[www.co.arapahoe.co.us](http://www.co.arapahoe.co.us)

Planning Division  
**Phase II Referral Routing**

**Case Number / Case Name:** P15-008 & R15-004 / Centennial E Corp Ctr #3 / Final Development Plan and Replat  
**Planner:** Sherman Feher  
**Engineer:** Sarah L White  
**Date:** 12/18/2015  
**Date to be returned:** 01/06/2016

Arapahoe County Agencies		Citizen's Organizations	
<input checked="" type="checkbox"/>	Assessor / Arapahoe County	Beverly Reynolds	
<input type="checkbox"/>	Attorney / Arapahoe County	Robert Hill	<input type="checkbox"/> CCNA-Cherry Creek Neighborhoods Ass.
<input type="checkbox"/>	Building / Arapahoe County	Steve Byer	<input type="checkbox"/> CECON-(Within Centennial)
<input checked="" type="checkbox"/>	Engineering / Arapahoe County		<input type="checkbox"/> Four Square mile Neighborhood
<input checked="" type="checkbox"/>	Mapping / Arapahoe County	Pat Hubert	<input type="checkbox"/> South Metro Chamber of Commerce
<input type="checkbox"/>	Oil & Gas / Arapahoe County	Diane Kocis	<b>Conservation District</b>
<input type="checkbox"/>	Open Space / Arapahoe County	Shannon Carter	<input type="checkbox"/> Deer Trail Conservation District
<input checked="" type="checkbox"/>	Planning / Arapahoe County		<input type="checkbox"/> West Arapahoe Conservation District Tasha Chevarria
<input checked="" type="checkbox"/>	Sheriff / Arapahoe County	1 to Brian McKnight 1 to Glenn Thompson	<b>Transportation</b>
<input type="checkbox"/>	Weed Control / Arapahoe County	Russell Johnson	<input checked="" type="checkbox"/> CDOT / State Highway Dept- Region 1 Rick Solomon
<input checked="" type="checkbox"/>	Zoning / Arapahoe County	Tammy King	<input type="checkbox"/> E-470 Authority Peggy Davenport
			<input type="checkbox"/> RTD Chris Quinn
<b>Referral Agencies</b>			
<input checked="" type="checkbox"/>	Centennial East Corp Ctr Architectural Review Committee	Doug Bames	
<input checked="" type="checkbox"/>	Centennial Airport	Lisa Gajowski	<b>Utilities: Gas, Electric &amp; Phone</b>
<input type="checkbox"/>	CGS Colorado Geological Survey-Soils		<input checked="" type="checkbox"/> Centurylink/Phone Charles Place
<input type="checkbox"/>	City / Town		<input type="checkbox"/> Conoco Phillips / Gas Pipeline
<input type="checkbox"/>	Colorado Parks and Wildlife		<input checked="" type="checkbox"/> XCEL Donna George
<input type="checkbox"/>	County		<input checked="" type="checkbox"/> IREA
<input type="checkbox"/>	DRCOG		<b>Water / Sanitation / Stormwater / Wetlands</b>
<input checked="" type="checkbox"/>	South Metro Fire District	Chip Kirkove	<input checked="" type="checkbox"/> ACWWA
<input type="checkbox"/>	Metro District		<input checked="" type="checkbox"/> U.S. Army Corp. of Engineer Kiel Downing
<input checked="" type="checkbox"/>	Post Office Growth Coordinator	Jaime Hernandez	<input checked="" type="checkbox"/> CCBWQA
<input type="checkbox"/>	Reap I-70 Regional Economic Advancement Partnership		<input type="checkbox"/> Colorado Division of Water Resources Joanne Williams
<input type="checkbox"/>	Recreation District / Park District (External)		<input checked="" type="checkbox"/> SEMSWA Paul Danley
<input type="checkbox"/>	School District		<input type="checkbox"/> ECCVW&S Chris Douglass
<input type="checkbox"/>	Special District		<input checked="" type="checkbox"/> Urban Drainage David Mallory
<input checked="" type="checkbox"/>	Tri-County	Sheila Lynch	<input type="checkbox"/> Other / 5 Sets East End Adv. Committee
<input type="checkbox"/>	HOA/Homeowners Associations		

The enclosed case has been submitted to the Arapahoe County Planning Office for consideration. Because of the possible effect of the proposed development upon your area, the case is being referred for your comment. Please examine this request and, after review, check the appropriate line and return to the Arapahoe County Planning Office on or before the date indicated above.

COMMENTS:	SIGNATURE
<input checked="" type="checkbox"/> Have NO Comments to make on the case as submitted	<i>Tammy King</i> 5 January 2016
<input type="checkbox"/> Have the following comments to make related to the case:	

# FINAL DEVELOPMENT PLAN

## FREEDOM SERVICE DOGS

### CENTENNIAL EAST CORPORATE CENTER FILING NO. 10

PART OF THE SW 1/4 OF SECTION 30, TOWNSHIP 5S, RANGE 66W OF THE 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO

### STANDARD NOTES

THE OWNER(S), DEVELOPER(S) AND/OR SUBDIVIDER(S) OF THE FINAL DEVELOPMENT PLAN KNOWN AS FREEDOM SERVICE DOGS/ CENTENNIAL EAST CORPORATE CENTER FILING NO. 10, THEIR RESPECTIVE SUCCESSORS, HEIRS AND/OR ASSIGNS AGREE TO THE FOLLOWING NOTES:

### STREET MAINTENANCE

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE DEDICATED ROADWAYS SHOWN ON THIS PLAT/PLAN WILL NOT BE MAINTAINED BY THE COUNTY UNTIL AND UNLESS THE STREETS ARE CONSTRUCTED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS IN EFFECT AT THE DATE CONSTRUCTION PLANS ARE APPROVED, AND PROVIDED CONSTRUCTION OF SAID ROADWAYS IS STARTED WITHIN ONE YEAR OF THE CONSTRUCTION PLAN APPROVAL. THE OWNERS, DEVELOPERS AND/OR SUBDIVIDERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR STREET MAINTENANCE UNTIL SUCH TIME AS THE COUNTY ACCEPTS THE RESPONSIBILITY FOR MAINTENANCE AS STATED ABOVE.

### DRAINAGE MAINTENANCE

THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL DRAINAGE FACILITIES INSTALLED PURSUANT TO THE SUBDIVISION AGREEMENT. REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO MAINTAINING THE SPECIFIED STORM WATER DETENTION/RETENTION VOLUMES, MAINTAINING OUTLET STRUCTURES, FLOW RESTRICTION DEVICES AND FACILITIES NEEDED TO CONVEY FLOW TO SAID BASINS. ARAPAHOE COUNTY SHALL HAVE THE RIGHT TO ENTER PROPERTIES TO INSPECT SAID FACILITIES AT ANY TIME. IF THESE FACILITIES ARE NOT PROPERLY MAINTAINED, THE COUNTY MAY PROVIDE NECESSARY MAINTENANCE AND ASSESS THE MAINTENANCE COST TO THE OWNER OF THE PROPERTY.

### EMERGENCY ACCESS NOTE

EMERGENCY ACCESS IS GRANTED HEREWITH OVER AND ACROSS ALL PAVED AREAS FOR POLICE, FIRE AND EMERGENCY VEHICLES.

### DRIVES, PARKING AREAS, AND UTILITY EASEMENTS MAINTENANCE

THE OWNERS OF THIS PLAN OR PLAT, THEIR SUCCESSORS, AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS ASSOCIATION OR OTHER ENTITY OTHER THAN ARAPAHOE COUNTY, IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF ANY AND ALL DRIVES, PARKING AREAS, AND EASEMENTS, I.E.: CROSS-ACCESS EASEMENTS, DRAINAGE EASEMENTS, ETC.

### PRIVATE STREET MAINTENANCE

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE PRIVATE ROADWAYS SHOWN ON THIS PLAT/PLAN ARE NOT IN CONFORMANCE WITH ARAPAHOE COUNTY ROADWAY DESIGN AND CONSTRUCTION STANDARDS AND WILL NOT BE MAINTAINED BY THE COUNTY UNTIL AND UNLESS THE STREETS ARE CONSTRUCTED IN CONFORMANCE WITH THE SUBDIVISION REGULATIONS IN EFFECT AT THE DATE OF THE REQUEST FOR DEDICATION. THE OWNERS, DEVELOPERS, AND/OR SUBDIVIDERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR STREET MAINTENANCE UNTIL SUCH TIME AS THE COUNTY ACCEPTS RESPONSIBILITY FOR MAINTENANCE AS STATED ABOVE.

### DRAINAGE LIABILITY

IT IS THE POLICY OF ARAPAHOE COUNTY THAT IT DOES NOT AND WILL NOT ASSUME LIABILITY FOR THE DRAINAGE FACILITIES DESIGNED AND/OR CERTIFIED BY CIVAS ENGINEERING. ARAPAHOE COUNTY REVIEWS DRAINAGE PLANS PURSUANT TO COLORADO REVISED STATUTES TITLE 30, ARTICLE 28, BUT CANNOT, ON BEHALF OF FREEDOM SERVICE DOGS GUARANTEE THAT FINAL DRAINAGE DESIGN REVIEW WILL ABSOLVE FREEDOM SERVICE DOGS AND/OR THEIR SUCCESSORS AND/OR ASSIGNS OF FUTURE LIABILITY FOR IMPROPER DESIGN. IT IS THE POLICY OF ARAPAHOE COUNTY THAT APPROVAL OF THE FINAL PLAT AND/OR FINAL DEVELOPMENT PLAN DOES NOT IMPLY APPROVAL OF CIVAS ENGINEERING'S DRAINAGE DESIGN.

### LANDSCAPE MAINTENANCE

THE OWNERS OF THIS PLAN OR PLAT, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNER'S ASSOCIATION OR OTHER ENTITY OTHER THAN ARAPAHOE COUNTY IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING, LANDSCAPED AREAS AND SIDEWALKS BETWEEN THE FENCE LINE/PROPERTY LINE AND ANY PAVED ROADWAYS. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, OR SOME OTHER ENTITY OTHER THAN ARAPAHOE COUNTY, AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.

### SIGHT TRIANGLE MAINTENANCE

THE OWNERS OF PRIVATE PROPERTY CONTAINING A TRAFFIC SIGHT TRIANGLE ARE PROHIBITED FROM ERECTING OR GROWING ANY OBSTRUCTIONS OVER THREE FEET IN HEIGHT ABOVE THE ELEVATION OF THE LOWEST POINT ON THE CROWN OF THE ADJACENT ROADWAY WITHIN SAID TRIANGLE.

### PUBLIC IMPROVEMENTS NOTE

AFTER FINAL DEVELOPMENT PLAN/FINAL PLAT APPROVAL, ISSUANCE OF INDIVIDUAL BUILDING PERMITS WILL BE SUBJECT TO THE FOLLOWING STIPULATIONS AND/OR CONDITIONS PRECEDENT, WHICH OWNER AGREES TO IN CONJUNCTION WITH APPROVAL OF THE FINAL DEVELOPMENT PLAN AND/OR FINAL PLAT. SUCH BUILDING PERMITS WILL BE ISSUED ONLY AFTER THE OWNERS GUARANTEE PUBLIC IMPROVEMENTS IN A FORM ACCEPTABLE TO THE BOARD OF COUNTY COMMISSIONERS PURSUANT TO STATE STATUTE.

### STREET LIGHTING

ALL LOTS ARE SUBJECT TO AND BOUND BY TARIFFS WHICH ARE NOW AND MAY IN THE FUTURE BE FILED WITH THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO RELATING TO STREET LIGHTING IN THIS PLAN OR PLAT, TOGETHER WITH RATES, RULES, AND REGULATIONS THEREIN PROVIDED AND SUBJECT TO ALL FUTURE AMENDMENTS AND CHANGES THERETO. THE OWNER OR OWNERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL PAY AS BILLED, A PORTION OF THE COST OF PUBLIC STREET LIGHTING IN THE PLAN OR PLAT ACCORDING TO APPLICABLE RATES, RULES, AND REGULATIONS, INCLUDING FUTURE AMENDMENTS AND CHANGES ON FILE WITH THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO.

### STORMWATER MAINTENANCE

THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL PERMANENT BEST MANAGEMENT PRACTICES (BMP'S) AND STORMWATER FACILITIES INSTALLED PURSUANT TO THE SUBDIVISION AGREEMENTS AND THE OPERATIONS AND MAINTENANCE (O AND M) GUIDE IN THE CASE OF PERMANENT BMP'S. REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO, MAINTAINING THE SPECIFIED BMP'S CONTAINED IN THE O AND M MANUAL RECORDED AT RECEPTION NUMBER \_\_\_\_\_, AND THE STORMWATER FACILITIES SHOWN IN THE APPROVED PHASE III DRAINAGE REPORT AND SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS.

THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, OR SOME ENTITY OTHER THAN ARAPAHOE COUNTY, AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL PERMANENT BMP'S AND/OR STORMWATER FACILITIES ASSOCIATED WITH THIS DEVELOPMENT. IF THE PERMANENT BMP'S AND STORMWATER FACILITIES ARE NOT PROPERLY MAINTAINED, THE COUNTY MAY PROVIDE NECESSARY MAINTENANCE AND ASSESS THE MAINTENANCE COST TO THE OWNER OF THE PROPERTY.

### AIRPORT INFLUENCE AREA NOTE

#### (OFF-SITE IMPROVEMENTS)

TO CARRY OUT ONE OR MORE OF THE FOLLOWING AS MAY BE REQUIRED BY THE BOARD OF COUNTY COMMISSIONERS:

- 1) TO INCLUDE SAID DEVELOPMENT WITHIN A SPECIAL DISTRICT FOR THE PURPOSE OF PARTICIPATION IN THE CONSTRUCTION OF NECESSARY OFF-SITE IMPROVEMENTS AT THE TIME OF APPROVAL OF FINAL DEVELOPMENT PLANS.
- 2) TO COOPERATE WITH OTHER OWNERS OF OTHER PARCELS AND/OR OTHER SPECIAL DISTRICTS IN OFF-SITE ROADWAY IMPROVEMENTS AS NECESSITATED BY THE DEVELOPMENT IMPACTS AS MAY BE DETERMINED BY THE BOARD OF COUNTY COMMISSIONERS.
- 3) TO COMPLETE SUCH OTHER IMPROVEMENTS TO PUBLIC ROADWAYS BROUGHT ABOUT OR IMPACTED BY THIS DEVELOPMENT AS MAY BE DETERMINED BY THE BOARD OF COUNTY COMMISSIONERS.
- 4) TO PARTICIPATE AND COOPERATE IN ANY TRANSPORTATION MANAGEMENT PROGRAM AS SPECIFIED IN THE AIRPORT INFLUENCE AREA TRANSPORTATION STUDY, IF SUCH A PROGRAM IS APPROVED AND/OR ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS.

### AIRPORT INFLUENCE AREA NOTE (EASEMENT/HAZARD EASEMENT)

AN AVIGATION AND HAZARD EASEMENT AFFECTING ALL PROPERTY CONTAINED WITHIN THIS FINAL DEVELOPMENT PLAN HAS BEEN LEGALLY EXECUTED. SAID EASEMENT DOCUMENT CAN BE FOUND IN BOOK 5312, PAGE 773, OF THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER. THE LANDS CONTAINED WITHIN THIS FINAL DEVELOPMENT PLAN LIE WITHIN THE AIRPORT INFLUENCE AREA, AN AREA WHICH IS LIKELY TO BE AFFECTED BY AIRCRAFT OPERATIONS AND THEIR POTENTIAL NOISE AND/OR CRASH HAZARDS TO A GREATER DEGREE THAN LANDS SITUATED OUTSIDE OF THE INFLUENCE AREA. ALL LANDS CONTAINED WITHIN THIS FINAL DEVELOPMENT PLAN SHALL COMPLY WITH F.A.R. PART 77, "HEIGHT AND OBSTRUCTIONS CRITERIA".

### LEGAL DESCRIPTION

FREEDOM SERVICE DOGS, LOT 1, BLOCK 1 OF CENTENNIAL EAST CORPORATE CENTER FILING NO. 10, PART OF THE SW 1/4 OF SECTION 30, TOWNSHIP 5S, RANGE 66W OF THE 6TH P.M. COUNTY OF ARAPAHOE, STATE OF COLORADO

### DRAINAGE MASTER PLAN NOTE

THE POLICY OF THE COUNTY REQUIRES THAT ALL NEW DEVELOPMENT AND REDEVELOPMENT SHALL PARTICIPATE IN THE REQUIRED DRAINAGE IMPROVEMENTS AS SET FORTH BELOW:

1. DESIGN AND CONSTRUCT THE LOCAL DRAINAGE SYSTEM AS DEFINED BY THE PHASE III DRAINAGE REPORT AND PLAN.
2. DESIGN AND CONSTRUCT THE CONNECTION OF THE SUBDIVISION DRAINAGE SYSTEM TO A DRAINAGEWAY OF ESTABLISHED CONVEYANCE CAPACITY SUCH AS A MASTER PLANNED OUTFALL STORM SEWER OR MASTER PLANNED MAJOR DRAINAGEWAY. THE COUNTY WILL REQUIRE THAT THE CONNECTION OF THE MINOR AND MAJOR SYSTEMS PROVIDE CAPACITY TO CONVEY ONLY THOSE FLOWS (INCLUDING OFFSITE FLOWS) LEAVING THE SPECIFIC DEVELOPMENT SITE. TO MINIMIZE OVERALL CAPITAL COSTS, THE COUNTY ENCOURAGES ADJACENT DEVELOPMENTS TO JOIN IN DESIGNING AND CONSTRUCTING CONNECTION SYSTEMS. ALSO, THE COUNTY MAY CHOOSE TO PARTICIPATE WITH A DEVELOPER IN THE DESIGN AND CONSTRUCTION OF THE CONNECTION SYSTEM.
3. EQUITABLE PARTICIPATION IN THE DESIGN AND CONSTRUCTION OF THE MAJOR DRAINAGEWAY SYSTEM THAT SERVES THE DEVELOPMENT AS DEFINED BY ADOPTED MASTER DRAINAGEWAY PLANS (SECTION 3.4 OF THE ARAPAHOE COUNTY STORMWATER MANAGEMENT MANUAL) OR AS REQ

### BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ARAPAHOE COUNTY BOARD OF COMMISSIONERS, THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20 \_\_\_\_.

CHAIR: \_\_\_\_\_

ATTEST: \_\_\_\_\_

### PLANNING COMMISSION RECOMMENDATION

NOT RECOMMENDED/RECOMMENDED BY THE ARAPAHOE COUNTY PLANNING COMMISSION, THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20 \_\_\_\_.

CHAIR: \_\_\_\_\_

### CERTIFICATE OF OWNERSHIP

I \_\_\_\_\_ HEREBY AFFIRM THAT I AM THE OWNER OR AUTHORIZED AGENT OF ALL INDIVIDUALS HAVING OWNERSHIP INTEREST IN THE PROPERTY DESCRIBED HEREIN, KNOWN AS FREEDOM SERVICE DOGS, CASE NUMBER P15-008.

OWNER OF RECORD OR AUTHORIZED AGENT \_\_\_\_\_

STATE OF \_\_\_\_\_ S.S.

COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY

OF \_\_\_\_\_, 20 \_\_\_\_ BY \_\_\_\_\_

AS \_\_\_\_\_ OF \_\_\_\_\_ AN AUTHORIZED SIGNATORY.

BY \_\_\_\_\_ WITNESS MY HAND AND SEAL

NOTARY PUBLIC

\_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

### LAND DATA CHART

SITE AREA:	113,443 S.F. (2.60 ACRES)		
BUILDING AREA:	1ST FLOOR:	15,480 S.F.	
	2ND FLOOR:	6,638 S.F.	
	TOTAL:	22,118 S.F.	(19.5%)
PAVED AREA:	29,715 S.F.	(26.2%)	
IMPERVIOUS GRAVEL AREA (DOG EXERCISE YARD): (COVERED OUTDOOR KENNEL AREA):	22,119 S.F. (7,106 S.F.)	(19.5%)	
LANDSCAPE AND SIDEWALK AREA:	46,099 S.F.	(40.7%)	
REQUIRED PARKING:	KENNEL/ STORAGE AREA:	12,457 S.F.	X 1 CAR/1000 S.F. = 13 CARS
	OFFICE:	10,981 S.F.	X 4 CARS/1000 S.F. = 45 CARS
PARKING PROVIDED:	58 CARS		= 58 CARS REQUIRED

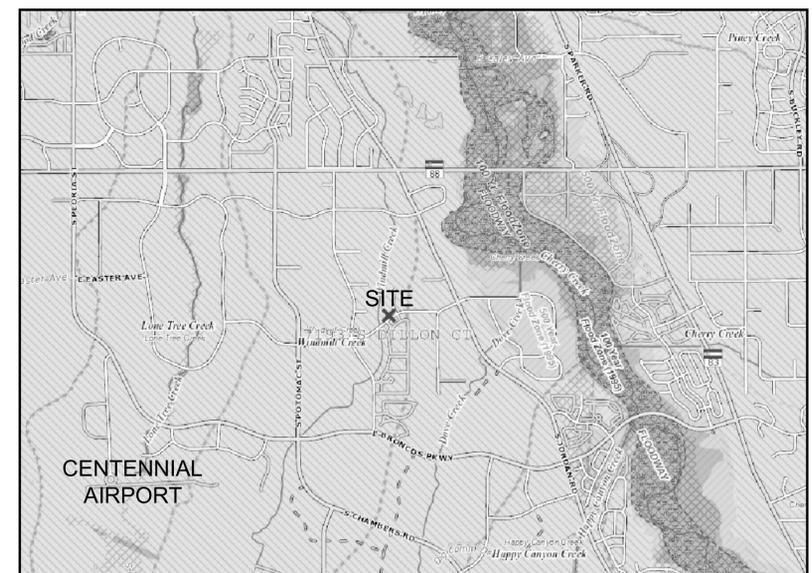
ITEM:	CENTENNIAL EAST CORPORATE CENTER FIRST AMENDMENT TO THE PRELIMINARY DEVELOPMENT PLAN Z99-003	OFFICE WAREHOUSE FACILITY FINAL DEVELOPMENT PLAN CENTENNIAL EAST CORPORATE CENTER FILING NO. 3 P00-150	FINAL DEVELOPMENT PLAN FREEDOM SERVICE DOGS CENTENNIAL EAST CORPORATE CENTER FILING NO. 10 P15-008
EXISTING ZONING	MU-PUD	MU-PUD	MU-PUD
PROPOSED ZONING	MU-PUD	MU-PUD	MU-PUD
EXISTING LAND USE	VACANT	VACANT	OFFICE/ LIGHT INDUSTRIAL
PROPOSED LAND USE	OFFICE/ LIGHT INDUSTRIAL	OFFICE/ LIGHT INDUSTRIAL	OFFICE/ LIGHT INDUSTRIAL
PERMITTED LAND USE	OFFICE/ LIGHT INDUSTRIAL	OFFICE/ LIGHT INDUSTRIAL	OFFICE/ LIGHT INDUSTRIAL
BUILDING SETBACKS			
FRONT	30'	58'-8"	58'-8"
REAR	0'	57'-7"	57'-7"
SIDE INTERIOR LOT	10'	55'-2"	10' (TO DOG KENNELS)
SIDE CORNER LOT	15'	20'	35'
MAXIMUM HEIGHT	100'	29'-0"	29'
OPEN SPACE %	25%	30%	40.7%
FLOOR AREA RATIO	0.75: 1 UNIT/ACRE	15,480 S.F. (24.4%) BASED ON BLDG. FOOTPRINT	22,118 S.F. (19.5%) BASED ON 2 STORIES

### SIGNAGE

ALL SIGNAGE IS TO CONFORM TO ARAPAHOE COUNTY LAND DEVELOPMENT CODE

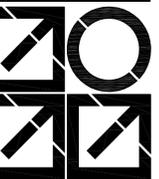
### SHEET INDEX

1 OF 9	COVER SHEET
2 OF 9	SITE PLAN
3 OF 9	GRADING/ DRAINAGE PLAN
4 OF 9	UTILITY PLAN
5 OF 9	LANDSCAPE PLAN
6 OF 9	LANDSCAPE DETAILS
7 OF 9	BUILDING ELEVATIONS
8 OF 9	SITE PHOTOMETRIC PLAN
9 OF 9	PHOTOMETRIC DETAILS



### VICINITY MAP

SCALE: 1" = 2000'

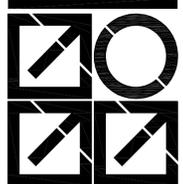


**INTERGROUP ARCHITECTS**

■ architecture  
■ planning  
■ interiors  
2000 West Littleton Blvd  
Littleton, Colorado 80120  
P. 303.738.8877 F. 303.738.2294  
www.igarch.com

**FREEDOM SERVICE DOGS**  
7193 SOUTH DILLON COURT  
ENGLEWOOD, CO 80112

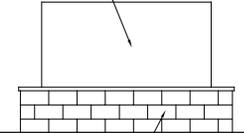
DATE	DESC.
10-20-15	FDP SUBMITTAL
11-24-15	FDP SUBMITTAL
02-09-15	FDP SUBMITTAL



# FINAL DEVELOPMENT PLAN

FREEDOM SERVICE DOGS  
CENTENNIAL EAST CORPORATE CENTER FILING NO. 10  
PART OF THE SW 1/4 OF SECTION 30, TOWNSHIP 5S, RANGE 66W OF THE 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO

NEW 4' X 8' SIGN CABINET  
LETTERING TO CONFORM TO  
ARAPAHOE COUNTY STANDARDS



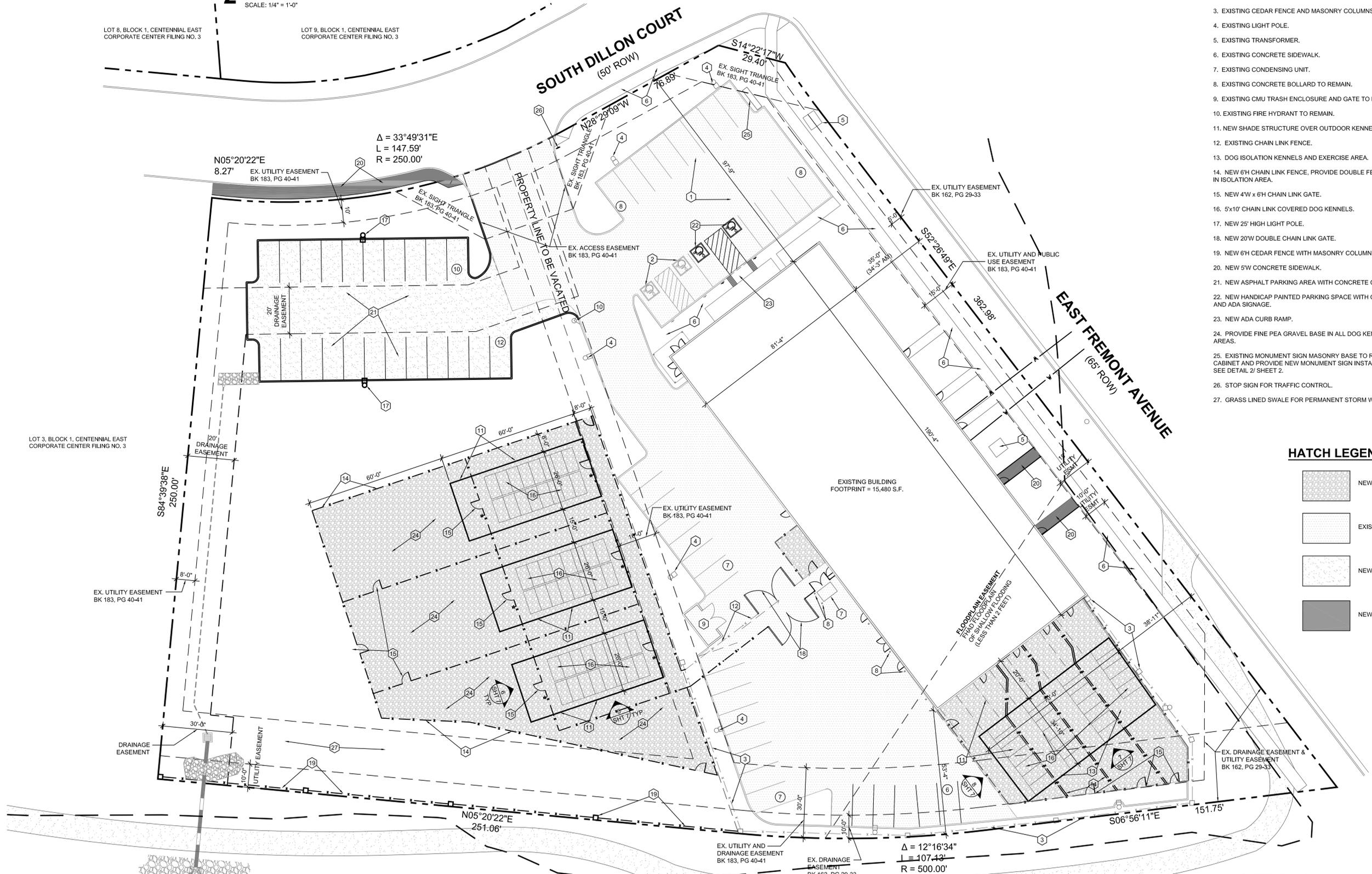
EXISTING CMU SIGN BASE TO REMAIN  
**2 MONUMENT SIGN**  
SCALE: 1/4" = 1'-0"

### SITE PLAN KEY NOTES:

- EXISTING ASPHALT PARKING AREA TO REMAIN (36 SPACES).
- EXISTING ACCESSIBLE HANDICAP PARKING (2 SPACES).
- EXISTING CEDAR FENCE AND MASONRY COLUMNS TO REMAIN.
- EXISTING LIGHT POLE.
- EXISTING TRANSFORMER.
- EXISTING CONCRETE SIDEWALK.
- EXISTING CONDENSING UNIT.
- EXISTING CONCRETE BOLLARD TO REMAIN.
- EXISTING CMU TRASH ENCLOSURE AND GATE TO REMAIN.
- EXISTING FIRE HYDRANT TO REMAIN.
- NEW SHADE STRUCTURE OVER OUTDOOR KENNEL AREAS.
- EXISTING CHAIN LINK FENCE.
- DOG ISOLATION KENNELS AND EXERCISE AREA.
- NEW 6" CHAIN LINK FENCE, PROVIDE DOUBLE FENCE WITH 8" SEPARATION IN ISOLATION AREA.
- NEW 4" W X 6" H CHAIN LINK GATE.
- 5' X 10' CHAIN LINK COVERED DOG KENNELS.
- NEW 25' HIGH LIGHT POLE.
- NEW 20' W DOUBLE CHAIN LINK GATE.
- NEW 6" H CEDAR FENCE WITH MASONRY COLUMNS, TO MATCH EXISTING.
- NEW 5" W CONCRETE SIDEWALK.
- NEW ASPHALT PARKING AREA WITH CONCRETE CURB AND GUTTER.
- NEW HANDICAP PAINTED PARKING SPACE WITH CENTER STRIPED AISLE AND ADA SIGNAGE.
- NEW ADA CURB RAMP.
- PROVIDE FINE PEA GRAVEL BASE IN ALL DOG KENNEL AND EXERCISE AREAS.
- EXISTING MONUMENT SIGN MASONRY BASE TO REMAIN. DEMO SIGN CABINET AND PROVIDE NEW MONUMENT SIGN INSTALLED ON EXISTING BASE. SEE DETAIL 2/ SHEET 2.
- STOP SIGN FOR TRAFFIC CONTROL.
- GRASS LINED SWALE FOR PERMANENT STORM WATER DRAINAGE.

### HATCH LEGEND

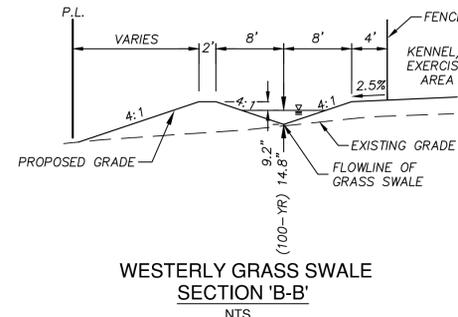
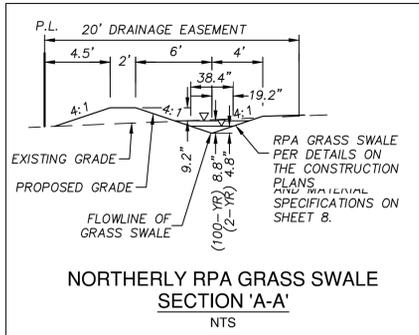
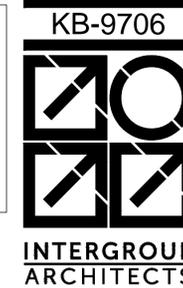
- NEW PEA GRAVEL IN DOG EXERCISE AREA
- EXISTING ASPHALT PAVING
- NEW ASPHALT PAVING
- NEW CONCRETE SIDEWALK



DATE	DESC.
10-20-15	FDP SUBMITTAL
11-24-15	FDP SUBMITTAL
02-09-15	FDP SUBMITTAL

# FINAL DEVELOPMENT PLAN

FREEDOM SERVICE DOGS  
CENTENNIAL EAST CORPORATE CENTER FILING NO. 10  
PART OF THE SW 1/4 OF SECTION 30, TOWNSHIP 5S, RANGE 66W OF THE 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO



**ESTIMATED EARTHWORK QUANTITIES:**  
(FOR PERMIT PURPOSES ONLY)

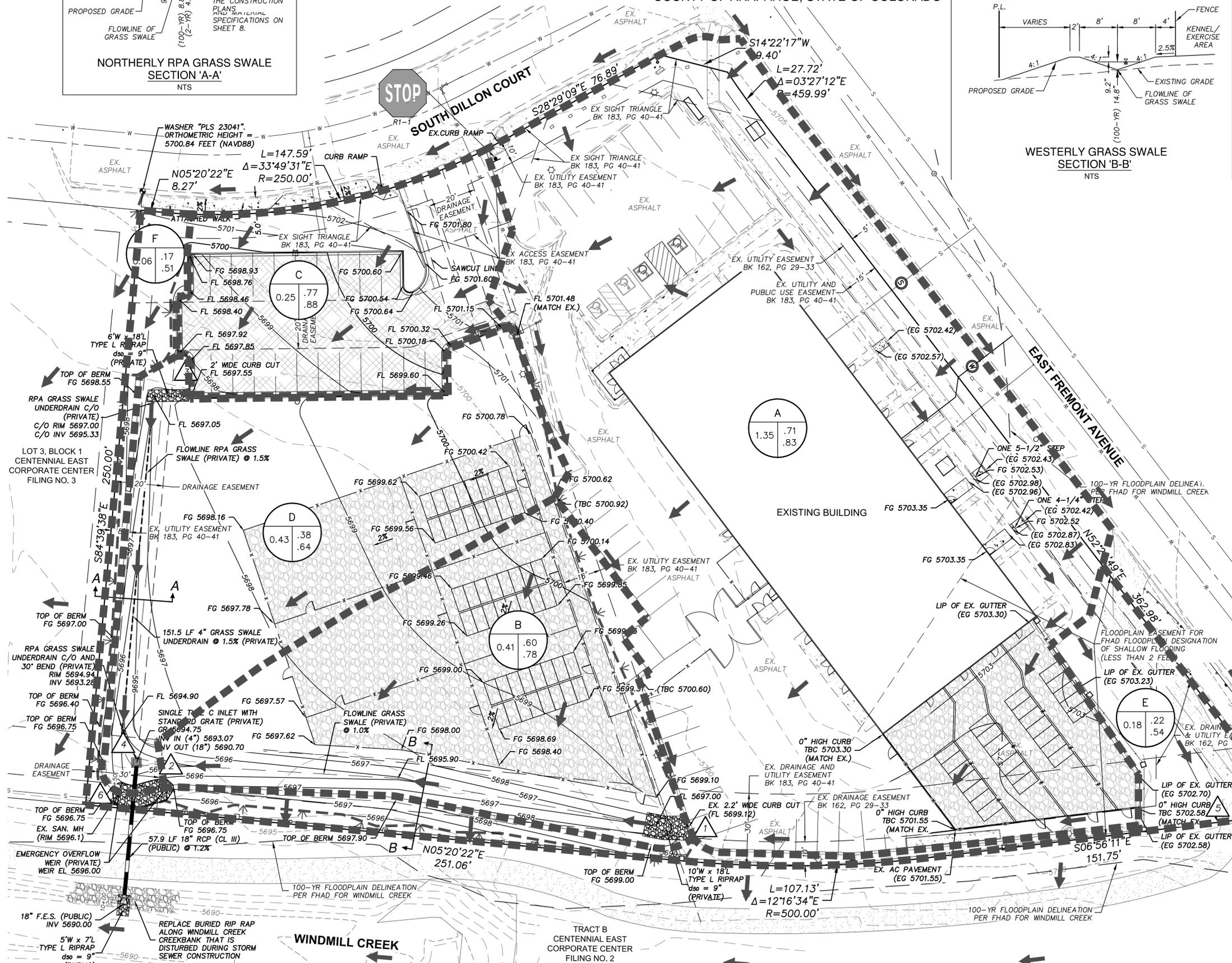
EXCAVATION: 450 C.Y.  
EMBANKMENT: 450 C.Y.  
IMPORT/EXPORT: 0 C.Y.  
TOTAL AREA OF DISTURBANCE: 1.28 AC.

**NOTES:**

- THESE ESTIMATED EARTHWORK QUANTITIES ARE FOR PERMIT PURPOSES ONLY. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING EARTHWORK QUANTITIES USED FOR BIDDING AND PAYMENT PURPOSES.
- QUANTITIES SHOWN ARE UNADJUSTED.
- A 6" PAVEMENT THICKNESS, A 6" SIDEWALK THICKNESS AND A 3" GRAVEL THICKNESS FOR THE EXERCISE/KENNEL AREAS WERE ASSUMED FOR ESTABLISHING SUBGRADE ELEVATIONS.

**LEGEND:**

- PROPERTY LINE
- LOT LINE
- - - EASEMENT LINE
- 5863.5' SPOT ELEVATION
- === EXISTING CURB AND GUTTER
- 6000 — EXISTING CONTOUR
- - - 6000 - - - PROPOSED CONTOUR
- FG 6000.00 FINISH GRADE ELEVATION
- FL 6000.00 FLOWLINE ELEVATION
- TBC 6000.00 TOP BACK OF CURB ELEVATION
- EG 6000.00 EXISTING GRADE ELEVATION
- GR 6000.00 INLET GRADE ELEVATION
- INV 6000.00 INVERT ELEVATION
- 1' WIDE SPILL CURB AND GUTTER
- 2' CATCH CURB AND GUTTER
- CONCRETE PAVEMENT (PAVEMENT DESIGN BY OTHERS)
- ASPHALT CEMENT PAVEMENT (PAVEMENT DESIGN BY OTHERS)
- GRAVEL BASE MATERIAL PER ARCHITECTURAL PLAN/DETAILS
- GRADING DAYLIGHT LINE
- A = BASIN DESIGNATION
- B = AREA IN ACRES
- C = 5 YEAR RUNOFF COEFFICIENT
- D = 100 YEAR RUNOFF COEFFICIENT
- △ DESIGN POINT
- BASIN BOUNDARY
- DRAINAGE FLOW DIRECTION



**SUMMARY RUNOFF TABLE**

DESIGN PT.	BASINS	CONTRIBUTING AREA acres	Q <sub>5</sub> cfs	Q <sub>100</sub> cfs
1	A	1.35	3.7	8.5
2	A & B	1.76	4.2	9.7
3	C	0.25	0.9	1.9
4	C & D	0.68	1.1	3.0
4	A, B, C & D	2.44	4.9	11.7
5	E	0.18	0.2	0.8
6	F	0.06	0.03	0.2

CASE No. P15-008

architecture  
planning  
interiors

2000 West Littleton Blvd  
Littleton, Colorado 80120  
P. 303.758.8877 F. 303.758.2294  
www.igrarch.com

FREEDOM SERVICE DOGS

7193 SOUTH DILLON COURT  
ENGLEWOOD, CO 80112

DATE	DESC.
10-20-15	FDP SUBMITTAL
11-24-15	FDP SUBMITTAL
2-10-16	FDP SUBMITTAL

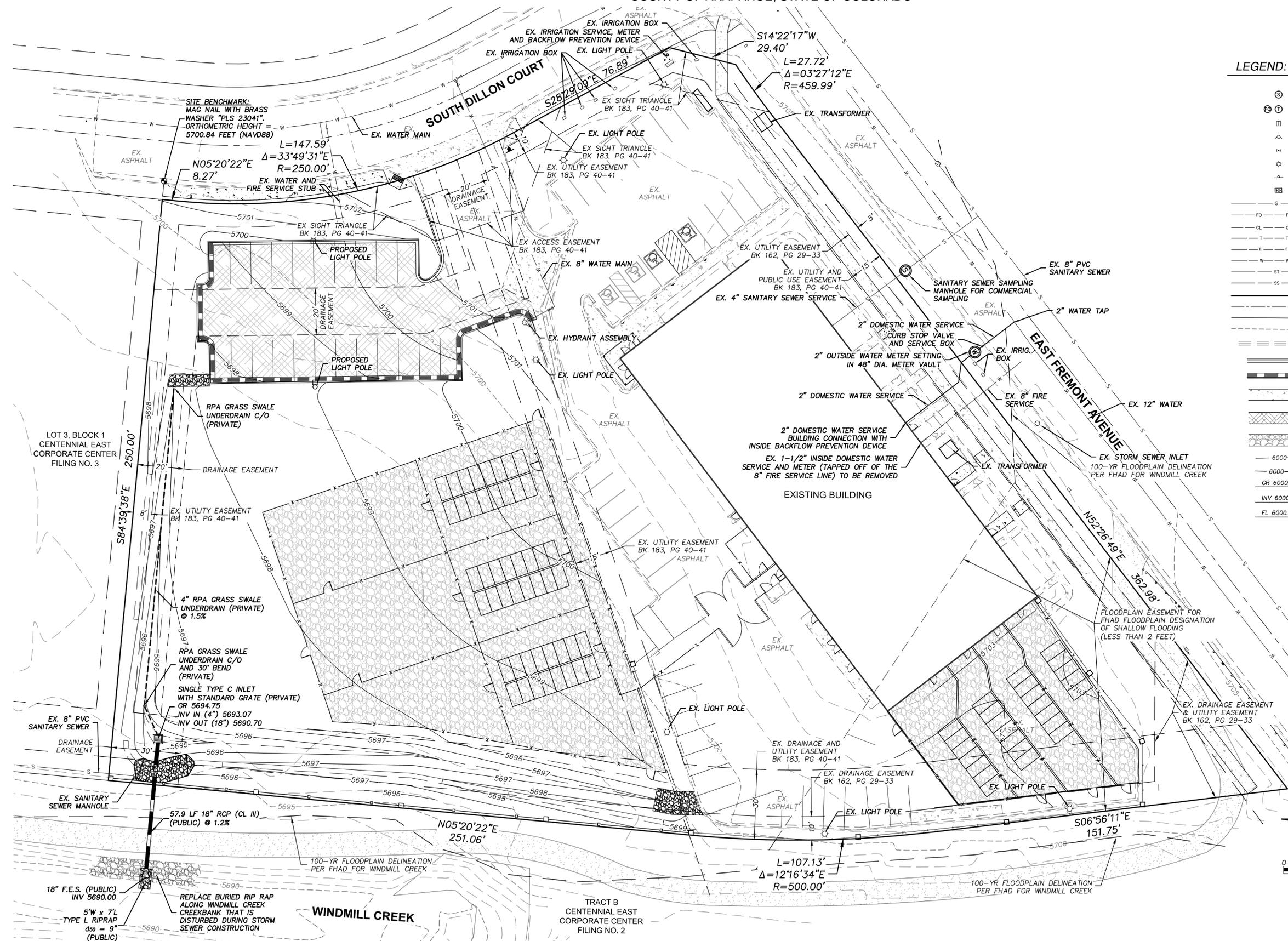
GRADING AND DRAINAGE PLAN  
SHEET 3 OF 9

# FINAL DEVELOPMENT PLAN

## FREEDOM SERVICE DOGS

### CENTENNIAL EAST CORPORATE CENTER FILING NO. 10

PART OF THE SW 1/4 OF SECTION 30, TOWNSHIP 5S, RANGE 66W OF THE 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO



- LEGEND:**
- ⊙ EX. SANITARY SEWER MANHOLE
  - ⊕ EX. TELEPHONE MANHOLE / VAULT
  - ⊖ EX. UTILITY MANHOLE (UNKNOWN UTILITY)
  - ⊗ EX. FIRE HYDRANT
  - ⊘ EX. WATER VALVE
  - ⊙ EX. LIGHT POLE
  - ⊚ EX. SIGN
  - ⊛ EX. IRRIGATION CONTROL BOXES
  - G — EX. GAS LINE
  - FO — EX. FIBER OPTIC LINE
  - CL — EX. PHONE LINE (CENTURY LINK)
  - T — EX. PHONE LINE
  - E — EX. ELECTRIC LINE
  - W — EX. WATERLINE
  - ST — EX. STORM SEWER
  - SS — EX. SANITARY SEWER
  - — — — — PROPERTY LINE
  - — — — — RIGHT-OF-WAY LINE
  - — — — — LOT LINE
  - — — — — EASEMENT LINE
  - — — — — EXISTING CURB AND GUTTER
  - — — — — 1' WIDE SPILL CURB AND GUTTER
  - — — — — 2' CATCH CURB AND GUTTER
  - — — — — CONCRETE PAVEMENT (PAVEMENT DESIGN BY OTHERS)
  - — — — — ASPHALT CEMENT PAVEMENT (PAVEMENT DESIGN BY OTHERS)
  - — — — — GRAVEL BASE MATERIAL PER ARCHITECTURAL PLAN/DETAILS
  - 6000 — EXISTING CONTOUR
  - 6000 — PROPOSED CONTOUR
  - GR 6000.00 INLET GRATE ELEVATION
  - INV 6000.00 INVERT ELEVATION
  - FL 6000.00 FLOWLINE ELEVATION

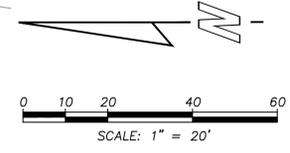
architecture  
planning  
interiors

2000 West Littleton Blvd  
Littleton, Colorado 80120  
P. 303.738.8877 F. 303.738.2294  
www.igarch.com

FREEDOM SERVICE DOGS

7193 SOUTH DILLON COURT  
ENGLEWOOD, CO 80112

DATE	DESC.
10-20-15	FDP SUBMITTAL
11-24-15	FDP SUBMITTAL
2-10-16	FDP SUBMITTAL



CASE No. P15-008

UTILITY PLAN  
SHEET 4 OF 9



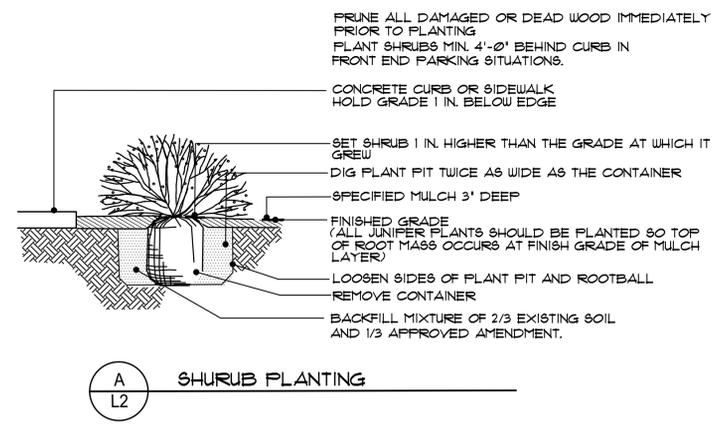
# FINAL DEVELOPMENT PLAN

## FREEDOM SERVICE DOGS

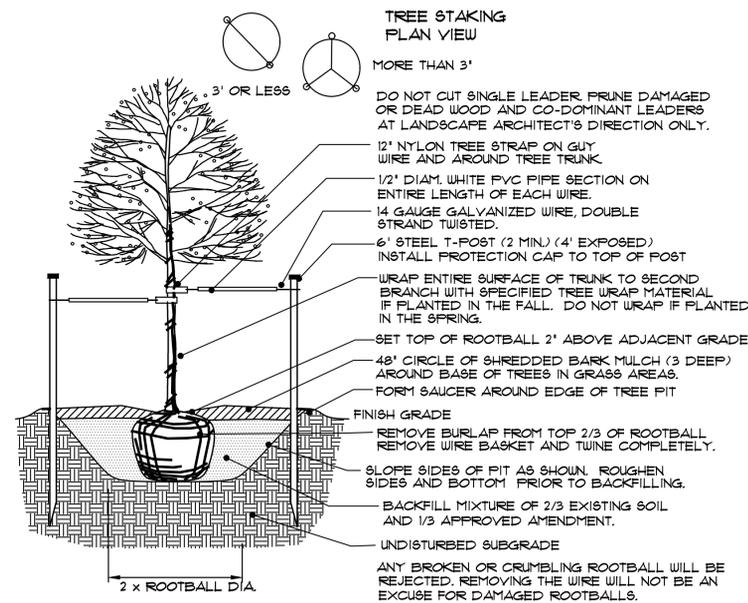
### CENTENNIAL EAST CORPORATE CENTER FILING NO. 10

PART OF THE SW 1/4 OF SECTION 30, TOWNSHIP 5S, RANGE 66W OF THE 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO

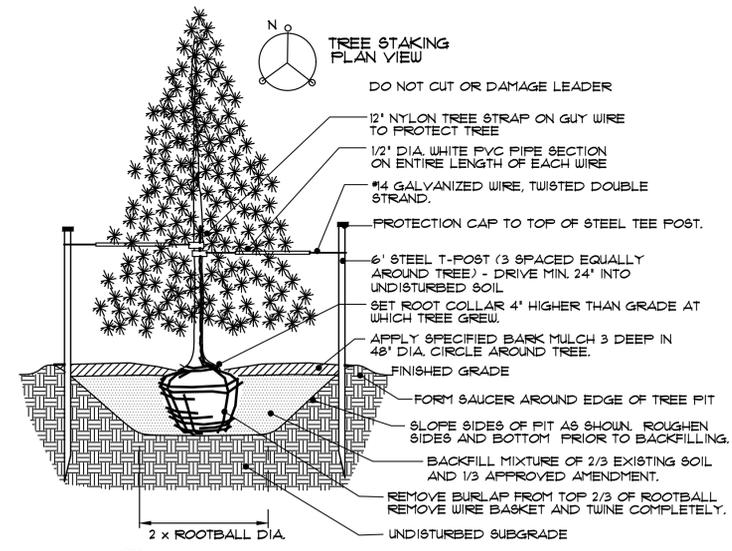
### LANDSCAPE DETAILS



**A**  
L2  
SHRUB PLANTING



**B**  
L2  
DECIDUOUS TREE PLANTING



**C**  
L2  
EVERGREEN TREE PLANTING

### LANDSCAPE NOTES

#### GENERAL NOTES

1. THE LANDSCAPE PLAN DESIGN HAS BEEN COORDINATED WITH THE PLANS PREPARED BY OTHER CONSULTANTS SO THAT PROPOSED GRADING, STORM DRAINAGE, OR OTHER CONSTRUCTION DOES NOT CONFLICT OR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS AS DESIGNATED ON THIS PLAN.
2. LANDSCAPING SHALL BE PLANTED AND MAINTAINED IN A NEAT, CLEAN AND HEALTHY CONDITION BY THE OWNER. THIS SHALL INCLUDE PROPER PRUNING, MOWING OF LAWN, WEEDING, REMOVAL OF LITTER AND THE REGULAR WATERING OF ALL PLANTINGS. SHOULD ANY PLANT MATERIAL DIE, THE OWNER, SUCCESSOR, OR ASSIGNS SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF THE PLANT(S).
3. RETAINING WALLS WILL BE CONSTRUCTED PER ARAPAHOE COUNTY STANDARDS. WALL MATERIAL WILL COMPLEMENT OR MATCH THE MATERIALS BEING USED ON THE BUILDING ELEVATIONS. SEE ENGINEERING PLANS FOR WALL LAYOUT AND HEIGHTS.
4. ALL PARKING LOTS AND LOADING AREAS WILL BE SCREENED FROM ADJACENT PUBLIC STREETS.
5. IT IS ANTICIPATED THAT ALL PARKING LOT LIGHTING WILL TAKE PLACE WITHIN THE PARKING LOT FIELD. ANY PLANTING THAT CONFLICT WITH A LIGHT POLE LOCATION WILL BE RELOCATED TO A MORE APPROPRIATE SITE.
6. LANDSCAPE BUFFERS WILL BE PROVIDED AT ALL STREET EDGES. PARKING LOTS WILL BE SCREENED WITH SHRUB PLANTINGS AND A MIX OF EVERGREEN AND DECIDUOUS TREES. AT A MINIMUM, THE LANDSCAPE WILL INCLUDE ONE DECIDUOUS TREE AND TEN (10) SHRUBS PER 1,000 SF. OF REQUIRED OPEN SPACE LANDSCAPING.
7. LANDSCAPING WITHIN SIGHT TRIANGLES WILL BE MAINTAINED IN A NEAT MANNER, WITH HEIGHTS OF PLANT MATERIAL NOT EXCEEDING 36 INCHES, AND THE TREES BEING TRIMMED AT LEAST 6FT. UP FROM GROUND LEVEL.

#### LANDSCAPE NOTES

1. VERIFY FIELD CONDITIONS AND NOTIFY THE OWNER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH THE WORK.
2. ALL PLANT MATERIAL SHALL MEET OR EXCEED THE CODE OF STANDARDS CURRENTLY RECOMMENDED BY THE COLORADO NURSERY ACT.
3. FURNISH AND INSTALL PLANT MATERIAL AS NOTED. ALL PLANT MATERIAL IS SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT AND ARAPAHOE COUNTY.
4. PLANTING BEDS SHALL CONSIST OF A 3\"/>

#### SEED AND SOD TYPES:

- SOD:** TEXAS HYBRID BLUE GRASS-- FOUR WAY HYBRID BLEND
- THERMAL BLUE 25%
  - SOLAR GREEN 25%
  - THERMAL BLUE BLAZE 25%
  - SCOTT'S DURA BLUE 25%
- OR AS APPROVED BY THE AURORA.
- SEED:** DRYLAND SEED--LOW GROW GRASS MIX
- EPHRAIM CRESTED WHEATGRASS 30%
  - VNS SHEEP FESCUE 25%
  - COVET PERENNIAL RYE 20%
  - TALON CANADA BLUEGRASS 15%
  - SR3210 BLUE FESCUE 10%
- SEEDING RATE = DRILL SEED AT 40 LBS./ACRE  
IF BROADCASTING, DOUBLE THE SEEDING RATE.

ALL SEEDED AREAS SHALL BE MULCHED, CRIMPED AND TACKIFIED WITHIN 24 HOURS AFTER SEEDING, OTHERWISE AREAS SHALL BE RESEDED AT THE CONTRACTORS EXPENSE PRIOR TO THE MULCHING, CRIMPING AND TACKIFYING.

APPLY EROSION CONTROL BLANKET, BY EXCELSIOR, ON ALL 3:1 SLOPES OR GREATER.  
--COORDINATE WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

HYDRO-MULCHING SHALL BE ALLOWED. MULCH SHALL CONSIST OF EITHER CEREAL GRAIN STRAW OR GRASS HAY, AT LEAST 50% BY WEIGHT, BEING 10\"/>

#### PLANT SCHEDULE (ORIGINAL APPROVED FDP)

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
<b>DECIDUOUS SHADE TREES</b>					
1	PPE	FRAXINUS PENNSYLVANICA	GREEN ASH	2.5\"/>	

**NOTE:**  
PLANT MATERIAL ON THE SCHEDULE SHOWN ABOVE WAS APPROVED WITH THE ORIGINALS FDP. DEVELOPER WILL CONFIRM THAT ALL PROPOSED PLANTS ON THIS LIST, AND SHOWN ON THE ORIGINAL LANDSCAPE (SEE SHEET 5 OF 9) ARE STILL IN PLACE AND IN HEALTHY CONDITION. ANY PLANT THAT HAS DIED OR IS CURRENTLY IN AN UN-HEALTHY CONDITION, WILL BE REPLACED CONCURRENTLY WITH THE NEW LANDSCAPE PROPOSED AND SHOWN ON THE 'ADDITIONAL LANDSCAPE PLAN', SHEET 5 OF 9.

DATE	DESC.
10-20-15	FDP SUBMITTAL
11-24-15	FDP SUBMITTAL
02-09-16	FDP SUBMITTAL





