



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

May 10, 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. Questions about this agenda, please contact the Commissioners' Office at 303-795-4630 or by e-mail at 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

APPROVAL OF THE MINUTES

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 Thompsen, Paralegal, County Attorney's Office

Documents: [5-10-16 BSR PAGE ONE.DOC](#), [5-10-16 PAGE TWO.XLSX](#), [SAMPLE ABATEMENT APPROVAL.DOC](#)

2. Arbitration

Adoption of a resolution approving the arbitration 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 Thompsen, Paralegal, County Attorney's Office

Documents: [5 MAY 10, 2016.DOC](#), [SAMPLE ARBITRATION RESOLUTION.DOC](#)

3. Authorization for legal representation; Nilges v. BoCC, et al.

Adoption of a resolution authorizing legal defense and indemnification for several current and former employees of the Arapahoe County Sheriff's Office named in a civil lawsuit in the Arapahoe County District Court, *Carl Nelson Nilges v. Board of County Commissioners of Arapahoe County, et al.*, Civ. No. 16-cv-00884-MEH

Jed Caswall, Senior Assistant County Attorney
Ron Carl, County Attorney

Documents: [BOCC BSR FINAL_201604281454547131.DOC](#), [BOCC RESO 4-22-2016.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 Thompsen, Paralegal, County Attorney's Office

Documents: [SAMPLE BAA RESOLUTION.DOC](#), [5 MAY 10, 2016.DOC](#)

5. Contract Between Arapahoe County and the State of Colorado for the 2016-2017 Jail-Based Behavioral Health Services Grant

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the Contract between the State of Colorado and Arapahoe County to continue the Jail-Based Behavioral Health Services (JBBS) program at the Arapahoe County Sheriff's Office Detention Facility (ACDF) from July 1, 2016 to June 30, 2017, pursuant to the terms contained therein

Olga Fajaros, Budget & Logistics Manager, Sheriff's Office
David C. Walcher, Sheriff
Todd Weaver, Budget Manager, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents: [BSR FOR JBBS GRANT 2016-2017.PDF](#), [JBBS CONTRACT 4.25.16.PDF](#)

GENERAL BUSINESS ITEMS

1. *PUBLIC HEARING - Case Z14-0101 Lanser/Welch Preliminary Development Plan (PDP)

Consideration of a request from applicant Chambers Consulting, on behalf of the owner, Brad Lanser, for approval of a Preliminary Development Plan (PDP) known to the County as Case # Z14-010, Welch #04 PDP. The Z15-004 PDP application proposes rezoning the existing 0.73-acre lot located at 9445 E Evans Way from R-2 (Single-Family, minimum lot size 20,000 s.f.) to R-PSF (Single-Family PUD) as part a larger plan to split the property into two lots that could accommodate the existing home and allow for construction of a second single-family detached home on the newly subdivided second lot

*Presenter: Bill Skinner, Senior Planner, Public Works & Development
Jason Reynolds, Current Planning Manager, Public Works & Development
Jan Yeckes, Planning Division Manager, Public Works & Development
David M. Schmit, Director, Public Works & Development
Todd Weaver, Budget Manager, Finance
Robert Hill, Senior Assistant County Attorney*

Documents: [Z14-010 02 BSR.PDF](#), [Z14-010 01 MOTIONS.PDF](#), [REZONING - WITH PDP - FOR Z14-010.DOC](#), [Z14-010 03 SR PDP BOCC.PDF](#), [Z14-010 04 PDP CHECKPRINT.PDF](#)

2. *PUBLIC HEARING - Case P14-023 Lanser/Welch Minor Sub Division

Consideration of a request from applicant Chambers Consulting, on behalf of the owner, Brad Lanser, for an application for a Minor Subdivision known as Case # P14-023 which proposes subdivision of a 0.73-acre lot located at 9445 E Evans Way

*Presenter: Bill Skinner, Senior Planner, Public Works & Development
Jason Reynolds, Current Planning Manager, Public Works & Development
Jan Yeckes, Planning Division Manager, Public Works & Development
David M. Schmit, Director, Public Works & Development
Todd Weaver, Budget Manager, Finance
Robert Hill, Senior Assistant County Attorney*

Documents: [P14-023 02 BSR.PDF](#), [P14-023 01 MOTIONS.PDF](#), [PLAT APPROVAL MINOR SUBDIVISION P14-023.PDF](#), [P14-023 04 MS PLAN.PDF](#), [P14-023 03 SR MINOR SUB BOCC.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: May 10, 2016
To: Board of County Commissioners
Through: Ronald A. Carl, County Attorney
From: Karen Thompsen, Paralegal
Subject: Abatements – I need 15 Resolution Numbers

Purpose and Recommendation

The purpose of this request is for the adoption of 15 resolutions 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 |
|--------------------------------|------------------|------|----------------|-------------|--------|
| My Cleaners | 27216-70794-001 | 2013 | \$70,000 | \$70,000 | \$0.00 |
| 10731 E. Alameda Ave., Suite A | 27216-70794-001 | 2014 | \$70,000 | \$70,000 | \$0.00 |
| M1 | | | | | |
| Somerset Land Company IV LLC | 2073-08-1-31-003 | 2013 | \$1,350,000 | \$1,350,000 | \$0.00 |
| 6300 South Syracuse Way, #293 | 2073-08-1-31-003 | 2014 | \$1,350,000 | \$1,350,000 | \$0.00 |
| M1 | | | | | |
| CARS-DB4 LP | 2075-22-4-31-001 | 2013 | \$4,600,000 | \$4,600,000 | \$0.00 |
| 10039 East Arapahoe Road | 2075-22-4-31-001 | 2014 | \$4,600,000 | \$4,600,000 | \$0.00 |
| 10109 East Arapahoe Road | 2075-22-4-31-002 | 2013 | \$1,398,000 | \$1,398,000 | \$0.00 |
| | 2075-22-4-31-002 | 2014 | \$1,398,000 | \$1,398,000 | \$0.00 |
| 10301 East Arapahoe Road | 2075-22-4-31-003 | 2013 | \$4,300,000 | \$4,300,000 | \$0.00 |
| M1 | 2075-22-4-31-003 | 2014 | \$4,300,000 | \$4,300,000 | \$0.00 |
| Rawco LLC | 2073-18-1-14-001 | 2013 | \$1,080,000 | \$1,080,000 | \$0.00 |
| 2959 Spring Harbor Way | 2073-18-1-14-001 | 2014 | \$1,080,000 | \$1,080,000 | \$0.00 |
| M1 | | | | | |
| Weingarten Miller Sheridan LLC | 2077-04-3-06-004 | 2013 | \$2,200,000 | \$2,200,000 | \$0.00 |
| 4090 River Point Parkway | 2077-04-3-06-004 | 2014 | \$2,200,000 | \$2,200,000 | \$0.00 |
| M1 | | | | | |
| CRE 5775 DTC Boulevard LLC | 2075-16-4-05-029 | 2013 | \$4,250,000 | \$4,250,000 | \$0.00 |
| 5775 DTC Boulevard | 2075-16-4-05-029 | 2014 | \$4,250,000 | \$4,250,000 | \$0.00 |
| M1 | | | | | |
| G V Properties Inc. | 2075-21-4-05-049 | 2013 | \$2,200,000 | \$2,200,000 | \$0.00 |
| 6538 South Yosemite Circle | 2075-21-4-05-049 | 2014 | \$2,200,000 | \$2,200,000 | \$0.00 |
| M1 | | | | | |

| Petitioner/Parcel Address | Parcel Number | Year | Previous Value | New Value | Refund |
|---|------------------|------|----------------|-------------|------------|
| 5336 DTC Boulevard LLC | 2075-16-1-01-079 | 2013 | \$2,310,000 | \$2,310,000 | \$0.00 |
| 5336 DTC Boulevard | 2075-16-1-01-079 | 2014 | \$2,310,000 | \$2,310,000 | \$0.00 |
| M1 | | | | | |
| Gerald R. Doria Rev. Trust 8-23-04 27026 East Irish Avenue | 2071-33-2-07-005 | 2015 | \$551,800 | \$551,800 | \$0.00 |
| M4 | | | | | |
| Southglenn Country Club | 2077-26-2-11-022 | 2013 | \$914,608 | \$914,608 | \$0.00 |
| 1489 East Easter | 2077-26-2-11-022 | 2014 | \$914,608 | \$914,608 | \$0.00 |
| M1 | | | | | |
| Brian Maltby Vacant Land | 2067-00-0-00-263 | 2014 | \$160,857 | \$160,857 | \$0.00 |
| M1 | | | | | |
| Michael Czarnowski 13790 East Progress Way | 2073-18-2-02-001 | 2015 | \$662,700 | \$620,000 | \$326.93 |
| M12 | | | | | |
| James E. Blair 7200 South Prince Street | 2077-28-3-02-003 | 2015 | \$1,530,800 | \$1,250,000 | \$689.81 |
| M12 | | | | | |
| Hubert T. and Ann M. Morrow 15 Cherrymoor Drive | 2077-11-1-01-010 | 2014 | \$790,400 | \$671,390 | \$982.25 |
| M12 | | | | | |
| Lowrie Management LLLP 4451 East Virginia Avenue | 1973-18-2-02-048 | 2013 | \$1,600,000 | \$1,265,750 | \$9,579.34 |
| | 1973-18-2-02-048 | 2014 | \$1,600,000 | \$1,265,750 | \$9,481.54 |

| | | | | | |
|---|--|--|--|--|--|
| M12 | | | | | |
| M1. I considered the evidence submitted & testimony given by both the Assessor & the petitioner/agent at this hearing. I find in this case that the Assessor's determination of value is better supported by all of the facts presented. | | | | | |
| M4. Petitioner/agent did not appear for hearing. I considered the evidence submitted & testimony given by the Assessor, & the evidence submitted by petitioner/agent prior to this hearing. I find in this case that the Assessor's determination of value is better supported by all of the facts presented. | | | | | |
| M12. The Assessor recommended & the petitioner/agent agreed to this value at the hearing. Based upon all information supplied, I concur with this value. | | | | | |

I find in this case that the Assessor's determination of value is better supported by all of the facts presented.

I find in this case that the Assessor's determination of value is better supported by all of the facts presented.

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: May 10, 2016
To: Board of County Commissioners
Through: Ronald A. Carl, County Attorney
From: Karen Thompsen, Paralegal
Subject: Approval of Arbitration Stipulations

Purpose and Recommendation

The purpose of this request is for the adoption of a resolution approving the Arbitration stipulations listed below.

Background

These stipulations are the result of an agreement reached between the taxpayer and the County regarding a reduction in the amount of property tax owed, settling an arbitration request of taxpayer's protest.

Discussion

The following schedule numbers have been stipulated to (for the tax years 2015/2016):

| Property Owner | Parcel Number | Reason | Original Value | Stipulated Value |
|-------------------------------------|------------------|--------|----------------|------------------|
| A&S Burger Investments LLC | 2077-33-1-17-006 | 1. | \$1,449,302 | \$1,322,776 |
| Shops at Shenandoah Shopping Center | 2073-08-2-20-001 | 2. | \$3,530,000 | \$3,415,000 |

Reasons

1. Comparable market sales indicate that adjustment to this value, which equated to \$5.75 SF, is indicated.
2. Income approach with adjustment for excess vacancy indicates overall adjustment to this value is correct.

Alternatives

Let protest proceed to arbitration for a decision. This would involve unnecessary time and expense for the County and the taxpayer.

Fiscal Impact

Minimal. 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 property tax Arbitration for tax year XXXX:

| Petitioner | Parcel Number |
|------------|---------------|
|------------|---------------|

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 Petitioners agreed to a new value. The Assessor has recommended approval pursuant to the terms contained within the Stipulation. Based upon the evidence submitted to the Board on this date, the Board has no reason not to concur with the proposed Stipulation.

The Board directs the Clerk to the Board to advise the Petitioners of the action taken by the Board 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.



Board Summary Report

Date: April 22, 2016

To: Board of County Commissioners

Through: Ronald Carl, County Attorney

From: Jed Caswall, Sr. Deputy County Attorney

Subject: Approval of a resolution authorizing legal representation and indemnification in pending litigation filed against current and former employees of the Arapahoe County Sheriff's Office.

Purpose

A civil lawsuit for monetary damages was recently commenced in the United States District Court, *Carl Nelson Nilges v. Board of County Commissioners of Arapahoe County, et al.*, Civ. No. 16-cv-00884-MEH, seeking money damages against the County and several current and former sworn and civilian employees of the Sheriff's Office for violations of civil rights and physical injuries sustained as the result of an incident of excessive force allegedly applied against the plaintiff in the Detention Facility in April 2014, and a subsequent alleged failure to provide timely and appropriate medical care to the plaintiff for his purported injuries. This memo and the accompanying resolution seek the Board's formal authorization to provide legal defense services and indemnification coverage for the individual current and former employees who have been named as co-defendants along with the County.

Background

The subject litigation arises from an incident that took place in a holding cell in the Detention Facility on April 19, 2014, involving multiple deputies and plaintiff Carl Nilges, a pre-trial detainee who had been booked into the jail on March 29, 2014. Mr. Nilges had been forcibly placed into the holding cell as a disciplinary measure after he had become physically combative with three deputies who had earlier attempted to move him temporarily to a medical cell. After being placed into the holding cell, Mr. Nilges, who is physically disabled, attempted to push a deputy in the chest as the deputy exited the cell. This caused several deputies to re-enter the cell to physically restrain Mr. Nilges. As Mr. Nilges went to the floor, his right leg was caught beneath him. This allegedly caused the femur to fracture into multiple sections. The fracture was not diagnosed for approximately 43 hours despite Mr. Nilges having been attended to off and on by three medical staff persons.

The suit seeks compensatory and punitive money damages against the several deputies who

restrained Mr. Nilges in the holding cell, and against the medical personnel who failed to identify or diagnose the fractured leg. Damages are also sought against the County/Sheriff for an alleged failure to properly train and supervise deputies on the proper use of force, and a corresponding failure to train and supervise medical staff regarding the delivery of medical care to inmates in the jail.

Discussion

Under the provisions of the Colorado Peace Officers Act and the Governmental Immunity Act, a county is obligated to bear the costs of providing a legal defense for its law enforcement officers when they are sued for acts or omissions allegedly committed by them during the performance of their jobs. The same holds true with respect to non-law enforcement personnel under the terms of the Governmental Immunity Act. Additionally, a county is obligated to indemnify its officers and civilian employees for judgments or settlements that may enter against them in those suits, excluding punitive damages (unless otherwise authorized). These obligations are generally subject to the following conditions. First, that the conduct of an employee giving rise to the lawsuit occurred within the scope and performance of his or her job and, second, that the conduct of the employee was not wanton or willful, i.e., maliciously motivated or executed or taken in bad faith.

After reviewing the facts and information currently available, the County Attorney's Office has determined that the conduct of employees relevant to the claims in Mr. Nilges' suit was not undertaken wantonly or willfully, or with any intent to injure him or to violate his rights. It is also apparent that all of the challenged conduct taken by the several employees was taken by them within the scope of their job duties.

Recommendation

The County Attorney's Office recommends that the Board adopt the proposed resolution accompanying this memo and authorize a legal defense and indemnification protection (inclusive of potential punitive damages) as provided under the Colorado Peace Officers Act and the Governmental Immunity Act in the above-noted litigation for the several current and former ACSO employees. The defense will be conducted by the County Attorney's Office.

Alternatives

Not applicable.

Fiscal Impact

Presently unknown litigation costs.

A Resolution of the Board of County Commissioners for the County of Arapahoe, Colorado

RESOLUTION NO. _____

It was moved by Commissioner _____ and duly seconded by Commissioner _____ to adopt the following Resolution:

WHEREAS, Arapahoe County is generally obligated under the terms of the Colorado Governmental Immunity Act and/or the Colorado Peace Officers Act to bear the costs of the defense of its officials, employees and law enforcement officers incurred in lawsuits brought against them for injuries they are alleged to have caused within the course and scope of their employment, and indemnify them with respect to money judgments and settlements that might result from such suits so long as their conduct was not willful or wanton; and

WHEREAS, it is common for plaintiffs, without a factual basis to do so, to allege that government officials and employees acted outside the scope and course of their employment, or acted willfully and wantonly; and

WHEREAS, a lawsuit titled *Carl Nelson Nilges v. Board of County Commissioners of Arapahoe County, et al.*, was recently commenced in the United States District Court for the District of Colorado against the County and several of its current and former employees for acts and omissions allegedly undertaken by them during the course and scope of their official duties and employment; and

WHEREAS, it appearing from the information presently available that the claims asserted against the several employees did not arise from wanton or willful conduct, and that there exist no disqualifying conflicts of interests between the several named defendants and the County; and

WHEREAS, the Board hereby determines that it is in the public interest for Arapahoe County to bear the cost of defending the current and former employees against the claims for personal liability and damages asserted in the suit against them, and to defend against and/or pay or settle such claims on their behalf subject to the terms and conditions contained in the Colorado Peace Officer Act and Colorado Governmental Immunity Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for the County of Arapahoe, State of Colorado, that the cost of providing a legal defense for Aaron Gilmour, David Kelso, Andrew Lombardi, Geoffrey Maisch, Dale Pemberton, Justin Yantiss, Joshua Doubrava, Cozy Ross and Elaine Washam in the matter of *Nilges v. Board of County Commissioners of Arapahoe County, et al.*, Case No. 2016-cv-00884-MEH, pending in the United States District Court for the District of Colorado, shall be borne by Arapahoe County and that such representation shall be provided by the Arapahoe County Attorney's Office, except as may otherwise be determined by the County Attorney, in which case the County Attorney may retain outside legal counsel as may be deemed necessary; and

BE IT FURTHER RESOLVED that Arapahoe County shall, consistent with the terms contained in the Colorado Peace Officers Act and Colorado Governmental Immunity Act, indemnify each of the current and former employees named as defendants in the suit from any and all judgments or settlements that may enter against them in the above-noted litigation, and that the claims asserted against them may be compromised, settled, and resolved of by Arapahoe County as it may deem appropriate, necessary, or convenient.

The vote was: Commissioner Bockenfeld ___; Commissioner Doty, Chair, ___; Commissioner Holen ___; Commissioner Jackson ___; and Commissioner Sharpe ___.

The Chair declared the resolution adopted and so ordered on the ____ day of _____ 2016.

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:

| Docket # | Property Owner | Tax Year |
|-----------------|-----------------------|-----------------|
|-----------------|-----------------------|-----------------|

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: May 10, 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.

| Tax Year | Docket # | Property Owner | Property Address | Reason | Original Value | Stipulated Value |
|-----------------|-----------------|--|---|---------------|-----------------------|-------------------------|
| 2015/ 2016 | 66087 | Jerry L. and Therese M. Stinnett | 18198 East Mansfield Ave. | 1. | \$190,300 | \$175,000 |
| 2015/ 2016 | 66190 | Veolia Transportation Services | 2773 South Vallejo Street | 2. | \$3,261,000 | \$2,885,000 |
| 2015/ 2016 | 66280 | MKM Properties | 242 Havana St. 262 Havana St. Vacant Land | 3. | \$2,636,700 | \$2,626,000 |
| 2015/ 2016 | 66679 | Thomas Allen Gart and Marjorie S. Gart | 20 Meadow Lane | 1. | \$3,577,400 | \$3,338,900 |
| 2015/ 2016 | 66682 | Carolyn B. Kemp | 5350 East Quincy Avenue | 4. | \$2,399,370 | \$2,293,400 |
| 2015/ 2016 | 66889 | Melvyn H. Klein | 7 Random Road | 4. | \$1,752,500 | \$1,572,400 |
| 2015/ 2016 | 68696 | Alan and Mary S. Culpin | 8909 East Colorado Drive | 1. | \$527,800 | \$460,000 |

Reasons

1. Comparable market sales indicate adjustment to this value is correct.
2. Income and sales comparison approaches indicate that adjustment to this value is correct.
3. Income approach indicates that an adjustment to this value is correct.
4. Lowering of subject quality grade in relation to comparable market sales indicates 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



Board Summary Report

Date: April 25, 2016
To: Board of County Commissioners
Through: David C. Walcher, Sheriff
From: Olga Fajaros, Budget & Logistics Manager
Subject: 2016-2017 Jail Based Behavioral Health Services Grant

Request and Recommendation

Request the Board of County Commissioners to authorize the Chair of the Board of County Commissioners to sign the Contract between the State of Colorado and Arapahoe County to continue the Jail-Based Behavioral Health Services (JBBS) program at the Arapahoe County Sheriff's Office Detention Facility (ACDF) from July 1, 2016 to June 30, 2017.

Background

In 2011, the Arapahoe County Sheriff's Office ("ACSO") was awarded a grant by the State, for the use and benefit of the Department of Human Services, Office of Behavioral Health. The grant funded the JBBS program offered to inmates at ACDF. This grant has been renewed each year since. The award for the 2016-2017 grant year is \$350,000.

Links to Align Arapahoe

Improve Services: Accepting this funding will allow the Sheriff's Office to continue enhanced jail-based behavioral health care.

Discussion

Funded by this grant, ACDF and Aurora Mental Health Center provide therapeutic interventions to treat alcoholism and illicit drug use as well as mental illness related to these addictions in ACDF. A member of the Arapahoe County Sheriff's Office (ACSO) will act as the role of Program Manager and will oversee the operations of the treatment subcontractor, Aurora Mental Health Center, provide program oversight and will also facilitate the program. The Program Manager will work with Aurora Mental Health Center (AuMHC) to review screenings, conduct any necessary follow-up, take part in referrals of inmate cases to the AuMHC treatment team, and have general oversight of the program on a day-to-day basis.

The total contract amount for the 2016-2017 grant year is \$350,000. Ten percent of this amount (\$35,000) is considered a performance incentive and is payable only if ACDF and AuMHC meet or outperform the program's benchmark. For the 2016-2017 grant year, the benchmark is a total of 30% of the clients released from the program will be "In Treatment" or "Treatment Completed" at the 1 month tracking mark. ACSO and AuMHC have greatly exceeded this benchmark in recent years and expect to easily meet this benchmark during the 2016-2017 grant year.

Alternatives

The only alternative is to not accept the grant and discontinue this valuable program.

Fiscal Impact

All costs associated with the grant will be funded by the grant.

Concurrence

The Administrative Staff of the Sheriff's Office is in full support of accepting this funding and continuing the JBBS program.

Reviewed By:

Olga Fujaros, Budget & Logistics Manager

Vince Line, Detentions Bureau Chief

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 2016-2017 contract between the State of Colorado and Arapahoe County for the provision of the Jail Based Behavioral Services program at the Arapahoe County Sheriff's Office Detention Facility, 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.

CONTRACT

This contract is made and entered into by and between the named parties. In accordance with the purposes stated herein, it is hereby agreed as follows:

| | |
|--|--|
| <p>STATE:</p> <p>State of Colorado for the use & benefit of the Department of Human Services Office of Behavioral Health 3824 West Princeton Circle Denver, CO 80236</p> | <p>CONTRACTOR:</p> <p>Arapahoe County Sheriff's Office 13101 W. Broncos Parkway Centennial, Colorado 80112</p> |
| <p>CONTRACT MADE DATE: 03/02/2016</p> <p>RQS PRE-ENCUMBRANCE NUMBER</p> | <p>CONTRACTOR'S ENTITY TYPE: Government</p> |
| <p>RQS IHJA 201600006388</p> | <p>CONTRACTOR'S STATE OF INCORPORATION: Colorado</p> |
| <p>CT/CTGG1 ENCUMBRANCE NUMBER: CT IHJA 2017</p> | <p>BILLING STATEMENTS RECEIVED: Monthly</p> |
| <p>TERM: This contract shall be effective upon approval by the State Controller, or designee, or on 07/01/2016, whichever is later. The contract shall end on 06/30/2017.</p> | <p>STATUTORY AUTHORITY: C.R.S. § 27-80-106</p> |
| <p>PROCUREMENT METHOD: Exempt</p> <p>BID/RFP/LIST PRICE AGREEMENT NUMBER: Not Applicable</p> <p>LAW SPECIFIED VENDOR STATUTE: Not Applicable</p> | <p>CONTRACT PRICE NOT TO EXCEED: \$350,000</p> <p>MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR: FY 17: \$350,000</p> <p>PRICE STRUCTURE: Cost Reimbursement</p> <p>FUND SOURCE - NAME OF FEDERAL PROGRAM/GRANT AND FUNDS ID#</p> |
| <p>STATE REPRESENTATIVE: Andrew Martinez Office of Behavioral Health 3824 West Princeton Circle Denver, CO 80236</p> | <p>CONTRACTOR REPRESENTATIVE: David Walcher Arapahoe County Sheriff's Office 13101 W. Broncos Parkway Centennial, Colorado 80112</p> |

SCOPE OF WORK
 In accordance with the provisions of this contract and its exhibits and attachments, the Contractor shall: Provide therapeutic interventions to treat alcoholism and illicit drug use disorders as well as mental illness related to these addictions in the county jails.

EXHIBITS:

The following exhibits are hereby incorporated:

| | |
|------------|-----------------------------------|
| Exhibit A- | Statement of Work |
| Exhibit B- | Budget |
| Exhibit C | Miscellaneous Provisions |
| Exhibit D | Sample Option Letter |
| Exhibit E | Performance Measures |
| Exhibit F | HIPAA Business Associate Addendum |
| Exhibit G | Recovery Support Services |

COORDINATION:

The State warrants that required approval, clearance and coordination has been accomplished from and with appropriate agencies.

APPROVAL:

In no event shall this contract be deemed valid until it shall have been approved by the State Controller or his/her designee.

PROCUREMENT:

This contractor has been selected in accordance with the requirements of the Colorado Procurement Code.

PRICE PROVISIONS:

Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services and/or deliverables. The liability of the State at any time for such payments shall be limited to the encumbered amount remaining of such funds.

Authority exists in the laws and funds have been budgeted, appropriated and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment.

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

The Contractor understands and agrees that the State shall not be liable for payment for work or services or for costs or expenses incurred by the Contractor prior to the proper execution and State Controller approval of this contract.

GENERAL PROVISIONS

The following clauses apply to this contract:

A. Governmental Immunity/Limitation of Liability:

Notwithstanding anything herein to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the "Colorado Governmental Immunity Act", C.R.S. §24-10-101, *et seq.*, as now or hereinafter amended. The parties understand and agree that the liability of the State for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of C.R.S. §24-10-101, *et seq.*, as now or hereafter amended and the risk management statutes, C.R.S. §24-30-1501, *et seq.*, as now or hereafter amended. Any liability of the State created under any other provision of this contract, whether or not incorporated herein by reference, shall be controlled by, limited to, and otherwise modified so as to conform with, the above cited laws.

B. Federal Funds Contingency: Payment pursuant to this contract, if in federal funds, whether in whole or in part, is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. In the event that said funds, or any part thereof, become unavailable, as determined by the State, the State may immediately terminate this contract or amend it accordingly.

C. Billing Procedures: The State shall establish billing procedures and requirements for payment due the Contractor in providing performance pursuant to this contract. The Contractor shall comply with the established billing procedures and requirements for submission of billing statements. The State shall comply with CRS 24-30-202(24) when paying vendors upon receipt of a correct notice of the amount due for goods or services provided hereunder.

D. Exhibits- Interpretation: Unless otherwise stated, all referenced exhibits are incorporated herein and made a part of this contract. And, unless otherwise stated, in the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of this contract shall always be controlling over other provisions in the contract or amendments; 2) the contract "cover" pages; 3) the General Provisions of

this contract; 4) the exhibits to this contract, except that any exhibit entitled: "Modifications to the General Provisions" shall take priority over the General Provisions of this contract.

E. Notice and Representatives: For the purposes of this contract, the representative for each party is as designated herein. Any notice required or permitted may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address provided, and if sent by mail it is effective when posted in a U.S. Mail Depository with sufficient postage attached thereto. Notice of change of address or change of representative shall be treated as any other notice.

F. Contractor Representations:

1. Licenses and Certifications: The Contractor certifies that, at the time of entering into this contract, it and its agents have currently in effect all necessary licenses, certifications, approvals, insurance, etc. required to properly provide the services and/or supplies covered by this contract in the state of Colorado. Proof of such licenses, certifications, approvals, insurance, etc. shall be provided upon the State's request. Any revocation, withdrawal or nonrenewal of necessary license, certification, approval, insurance, etc. required for the Contractor to properly perform this contract, shall be grounds for termination of this contract by the State.

2. Qualification: Contractor certifies that it is qualified to perform such services or provide such deliverables as delineated in this contract.

3. Exclusion, Debarment and/or Suspension: Contractor represents and warrants that Contractor, or its employees or authorized subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. In the event Contractor, or one of its employees or authorized subcontractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Contractor will notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to

Contractor, the State reserves the right to immediately cease contracting with Contractor.

4. Work Performed Outside the United States or Colorado, pursuant to C.R.S. §24-102-206: The Contractor certifies all work performed under this Contract, including any subcontracts, is anticipated to be and will be performed within the United States or Colorado, unless otherwise specified in the Statement of Work. If work under this Contract is anticipated to be or will be performed outside the United States or Colorado, the countries and/or states where work will be performed, and the reasons it is necessary or advantageous to go outside the United States or Colorado to perform the work are also specified in the Statement of Work.

G. Legal Authority: The Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and bind the Contractor to its terms. The person(s) executing this contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this contract.

H. Indemnification: Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

[Applicable Only to Intergovernmental Contracts]

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

I. Insurance: Contractor and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the State.

1. Contractor

a. Public Entities: If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-

101, et seq., as amended (the "GIA"), then Contractor shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Contractor shall show proof of such insurance satisfactory to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity, to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.

b. Non-Public Entities: If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall obtain and maintain during the term of this Contract insurance coverage and policies meeting the same requirements set forth in provision I.2 below with respect to Subcontractors that are not "public entities".

2. Contractors – Subcontractors

Contractor shall require each contract with Subcontractors other than those that are public entities, providing Goods or Services in connection with this Contract, to include insurance requirements substantially similar to the following:

a. Worker's Compensation: Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor or Subcontractor employees acting within the course and scope of their employment.

b. General Liability: Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- (a) \$1,000,000 each occurrence;
- (b) \$1,000,000 general aggregate;
- (c) \$1,000,000 products and completed operations aggregate; and
- (d) \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

c. Automobile Liability: Automobile Liability Insurance covering any auto (including

owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

d. Professional Liability: Professional liability insurance with minimum limits of liability of not less than \$1,000,000, unless waived by the State.

e. Privacy Insurance

If this Contract includes a HIPAA Business Associates Addendum exhibit, Contractor shall obtain and maintain during the term of this Contract liability insurance covering all loss of Protected Health Information data and claims based upon alleged violations of privacy rights through improper use or disclosure of Protected Health Information with a minimum annual limit of \$1,000,000.

f. Additional Insured: The State shall be named as additional insured on all Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any Subcontractors hereunder.

g. Primacy of Coverage: Coverage required of Contractor and Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

h. Cancellation: The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with provision E. Notice and Representatives within seven days of Contractor's receipt of such notice.

i. Subrogation Waiver: All insurance policies in any way related to this Contract and secured and maintained by Contractor or its Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

3. Certificates: Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Contract. No later than 15 days prior to the expiration date of any such coverage, Contractor and each Subcontractor shall deliver to the State or Contractor certificates of insurance evidencing renewals thereof. In addition, upon request by the

State at any other time during the term of this Contract or any subcontract, Contractor and each Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this provision I.

J. Disaster Planning and Pandemic Outbreaks: The State may require the Contractor to submit a Disaster Response Plan (Plan) to ensure the delivery hereunder of essential government services during a disaster, declared emergency, and/or pandemic outbreak. The Plan would take precedence over and nullify any contractual provision relating to force majeure or "Acts of God." Accordingly, should the work performed by the Contractor under this contract include the provision of any essential government services, the State may request a Plan from the Contractor, and, upon such request, the Contractor shall forthwith submit a Plan, and the Contractor shall be bound to perform hereunder in accordance therewith.

K. Rights in Data, Documents and Computer Software or Other Intellectual Property:

All intellectual property including without limitation, databases, software, documents, research, programs and codes, as well as all, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the contractor in the performance of its obligations under this contract shall be the exclusive property of the State. Unless otherwise stated, all such materials shall be delivered to the State by the contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of the contractor's obligations under this contract without a prior written consent of the State. All documentation, accompanying the intellectual property or otherwise, shall comply with the State requirements which include but is not limited to all documentation being in a paper, human readable format which is useable by one who is reasonably proficient in the given subject area.

L. Proprietary Information: Proprietary information for the purpose of this contract is information relating to a party's research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients or affiliates, but does not include information lawfully obtained by third parties, which is in the public domain, or which is developed independently.

Neither party shall use or disclose directly or indirectly without prior written authorization any proprietary information concerning the other party obtained as a result of this contract. Any proprietary information removed from the State's site by the Contractor in the course of providing services under this contract will be accorded at least the same precautions as are employed by the Contractor for similar information in the course of its own business.

- M. Records Maintenance, Performance Monitoring & Audits: The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the program/project or the delivery of services under this contract. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a contract payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records.

The Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with this contract. Except as provided by law, no information in possession of the Contractor about any individual constituent shall be disclosed in a form including identifying information without the prior written consent of the person in interest, a minor's parent, guardian, or the State. The Contractor shall have written policies governing access to, duplication and dissemination of, all such information and advise its agents, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its agents, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.

The Contractor authorizes the State, the federal government or their designee, to perform audits and/or inspections of its records, at any reasonable time, to assure compliance with the state or federal government's terms and/or to evaluate the Contractor's performance. Any amounts the State paid improperly shall be immediately returned to the State or may be recovered in accordance with other remedies.

All such records, documents, communications, and other materials shall be the property of the State unless otherwise specified herein and shall be maintained by the Contractor, for a period of three (3) years from the date of final payment or

submission of the final federal expenditure report under this contract, unless the State requests that the records be retained for a longer period, or until an audit has been completed with the following qualification. If an audit by or on behalf of the federal and/or state government has begun but is not completed at the end of the three (3) year period, or if audit findings have not been resolved after a three (3) year period, the materials shall be retained until the resolution of the audit findings.

The Contractor shall permit the State, any other governmental agency authorized by law, or an authorized designee thereof, in its sole discretion, to monitor all activities conducted by the Contractor pursuant to the terms of this contract. Monitoring may consist of internal evaluation procedures, reexamination of program data, special analyses, on-site verification, formal audit examinations, or any other procedures as deemed reasonable and relevant. All such monitoring shall be performed in a manner that will not unduly interfere with contract work.

- N. Taxes: The State, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all state and local government use taxes [C.R.S. §39- 26-114(a) and 203, as amended]. The contractor is hereby notified that when materials are purchased for the benefit of the State, such exemptions apply except that in certain political subdivisions the vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to the State. These sales or use taxes will not be reimbursed by the State.
- O. Conflict of Interest: During the term of this contract, the Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the Contractor fully performing his/her obligations under this contract.

Additionally, the Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the State. Thus, the Contractor agrees to refrain from any practices, activities or relationships which could reasonably be considered to be in conflict with the Contractor's fully performing his/her obligations to the State under the terms of this contract, without the prior written approval of the State.

In the event that the Contractor is uncertain whether the appearance of a conflict of interest may

reasonably exist, the Contractor shall submit to the State a full disclosure statement setting forth the relevant details for the State's consideration and direction. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict shall be grounds for termination of the contract.

Further, the Contractor shall maintain a written code of standards governing the performance of its agent(s) engaged in the award and administration of contracts. Neither the Contractor nor its agent(s) shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent;
2. Any member of the employee's immediate family;
3. The employee's partner; or
4. An organization which employees, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award. Neither the Contractor nor its agent(s) will solicit nor accept gratuities, favors, or anything of monetary value from Contractor's potential contractors, or parties to subagreements.

P. Conformance with Law: The Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include:

- Age Discrimination Act of 1975, 42 U.S.C. Section 6101 et seq. and its implementing regulation, 45 C.F.R. Part 91;
- Age Discrimination in Employment Act of 1967, 29 U.S.C. 621 et seq.;
- Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq.;
- The Drug Free Workplace Act of 1988, 41 U.S.C. 701 et seq.;
- Equal Pay Act of 1963, 29 U.S.C. 206;
- Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d et seq. and implementing regulations, 45 C.F.R. Parts 160 and 164;
- Immigration Reform and Control Act of 1986, 8 U.S.C. 1324b;
- Pro-Children Act of 1994, 20 U.S.C. 6081 et seq.;
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84;

- Titles VI & VII of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) & (e);
- The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 42 USC 604a, PL 104-193. See also State Executive Order D 015 00;
- Title IX of the Education Amendments of 1972, 20 U.S.C. 1681 et seq.;
- The Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Rule), at 45 CFR, Part 92;
- The Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations (Common Rule), at 2 CFR 215;
- Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.
- OFFICE OF MANAGEMENT AND BUDGET GUIDANCE FOR GRANTS AND AGREEMENTS, 2 CFR Part 200.
- The Hatch Act (5 USC 1501-1508) and Civil Service Reform Act, Public Law 95-454 Section 4728.
- Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, 1990, PL 101-166, Section 511.
- 45 CFR Subtitle A, Department of Health and Human Services regulations.
- The Single Audit Act Amendments of 1996, 31 USC 7501, Public Law 104-156, OMB Circular A-133, and 45 CRF 74.26.
- The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required thereunder. This Act is also referred to as FFATA.
- The American Recovery and Reinvestment Act of 2009 (Public Law 111-5), including without limitation all data reporting requirements required thereunder. This Act is also referred to as ARRA.

Q. Restrictions on Public Benefits: Pursuant to House Bill 06S-1023, as codified at C.R.S. § 24-76.5-101 et seq., except as otherwise provided therein or where exempt by federal law, the State is required to verify the lawful presence in the United States of each natural person 18 years of age or older who applies for state or local public benefits or for federal public benefits for the applicant. Accordingly, should the work performed by

the Contractor under this contract include the provision of any of said benefits to any natural person 18 years of age or older who applies therefore for the applicant, the Contractor shall follow the requirements of said law in the provision of said benefits as if it were the State. The State will provide the Contractor with specific instruction on the identification documentation required and the process to be followed by the Contractor to properly comply with the law if the work done under this contract is subject to these requirements.

R. Statewide Contract Management System:

1. When Applicable. If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this provision applies.
2. Governing State Statutes. Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.
3. Performance Evaluation and Review. Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law (including without limitation CRS §24-103.5-101), and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include without limitation quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations hereunder. Such performance information shall be entered into the statewide Contract Management System at intervals during the term hereof determined appropriate by the State, and a final Evaluation, Review and Rating shall be rendered by the State within 30 days of the end of the Contract term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

4. Gross Failure to Meet Performance Measures. Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Human Services, for good cause shown, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation and Review and Rating by: (a) filing rebuttal statement(s), which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor by the Executive Director upon showing of good cause.
5. CORA Disclosure: To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101 are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

S. Performance Ratings and Guidelines:

The Contractor will be given a Final Contractor Performance Evaluation at the end of the contract term in accordance with C.R.S. §24-102-205(6) and General Provision R. above. The list of available Performance Ratings, along with guidelines for what final rating will be given, are as follows:

1. Above Standard: This rating may be given where Contractor consistently performs in a manner that exceeds the requirements of this Contract, and where such performance is measurable against objective factors specifically identified for use in achieving the purposes of this provision. If applicable to work performed under this Contract, the objective factors and performance required to merit an "Above Standard" rating are specified in a so dedicated Exhibit to this Contract, which may be included herein from the start of the contract or subsequently be added by formal contract amendment at any time before the end of the contract term. If there is no such dedicated Exhibit included or subsequently added herein, this rating is unavailable.
2. Standard: This rating will be given where: 1.) Contractor's performance hereunder meets the requirements of this Contract in areas of quality, cost, and timeliness; 2.) Contractor's work is

accepted by the State; and 3.) full payment hereunder is made to Contractor for such performance.

3. Below Standard: This rating may be given where Contractor materially fails to perform the requirements of this Contract and such failure results in the State's invocation of contract remedies and/or contract termination in accordance with General Provision X. below.

T. Discrimination: The Contractor during the performance of this contract shall:

1. not discriminate against any person on the basis of race, color, national origin, age, sex, religion and handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.
2. not exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-302, *et seq.*

U. Criminal Background Check: Pursuant to C.R.S. §27-90-111 and Department of Human Services Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

1. submit to a criminal background check, and
2. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and DHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

V. Litigation: The Contractor shall within five (5) calendar days after being served with a summons, complaint, or other pleading which has been filed in any federal or state court or administrative agency notify the State that it is a party defendant in a case which involves services provided under this contract. The Contractor shall deliver copies of such document(s) to the State's Executive Director. The term "litigation" includes an assignment for the benefit of creditors, and filings in bankruptcy, reorganization and/or foreclosure.

W. Disputes: Except as herein specifically provided otherwise, disputes concerning the performance of this contract which cannot be resolved by the designated contract representatives shall be referred in writing to a senior departmental management staff designated by the department and a senior manager designated by the Contractor. Failing resolution at that level, disputes shall be presented in writing to the Executive Director and the Contractor's chief executive officer for resolution. This process is not intended to supersede any other process for the resolution of controversies provided by law.

X. Remedies: Acceptance is dependent upon completion of all applicable inspection procedures. The State reserves the right to inspect the goods and/or services provided under this contract at all reasonable times and places. The Executive Director of the State or her/his designee may exercise the following remedial actions should s/he find the Contractor substantially failed to satisfy the scope of work found in this contract. Substantial failure to satisfy the scope of work shall be defined to mean substantially insufficient, incorrect or improper activities or inaction by the Contractor. Without limitation, the State has the right to:

1. withhold payment until performance is cured,
2. require the vendor to take necessary action to ensure that the future performance conforms to contract requirements,
3. request removal of a Contractor's agent from contract work,
4. equitably reduce the payment due the vendor to reflect the reduced value of the services performed,
5. recover payment for work that due to the Contractor cannot be performed or would be of no value to the State,
6. modify or recover payments (from payments under this contract or other contracts between the State and the vendor as a debt due to the State) to correct an error due to omission, error, fraud and/or defalcation,
7. terminate the contract.

These remedies in no way limit the remedies available to the State in the termination provisions of this contract, or remedies otherwise available at law.

Y. Termination:

1. Termination for Default: The State may terminate the contract for cause. If the State terminates the contract for cause, it will first give ten (10) days prior written notice to the Contractor, stating the reasons for cancellation, procedures to correct problems, if any, and the

date the contract will be terminated in the event problems have not been corrected. In the event this contract is terminated for cause, the State will only reimburse the Contractor for accepted work or deliverables received up to the date of termination. In the event this contract is terminated for cause, final payment to the Contractor may be withheld at the discretion of the State until completion of final audit. Notwithstanding the above, the Contractor may be liable to the State for the State's damages. If it is determined that the Contractor was not in default then such termination shall be treated as a termination for convenience as described herein.

2. Termination for Convenience: The State shall have the right to terminate this contract by giving the Contractor at least twenty (20) days prior written notice. If notice is so given, this contract shall terminate on the expiration of the specified time period, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.
3. Immediate Termination: This contract is subject to immediate termination by the State in the event that the State determines that the health, safety, or welfare of persons receiving services may be in jeopardy. Additionally, the State may immediately terminate this contract upon verifying that the Contractor has engaged in or is about to participate in fraudulent or other illegal acts.
4. Termination for Financial Exigency: The State shall have the right to terminate this contract for financial exigency by giving the Contractor at least thirty (30) days prior written notice. For the purposes of this provision, a financial exigency shall be a determination made by the Colorado legislature or its Joint Budget Committee that the financial circumstances of the State are such that it is in the best interest of the State to terminate this contract. If notice of such termination is so given, this contract shall terminate on the expiration of the time period specified in the notice, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.

In the event that the State terminates this contract under the Termination for Convenience or Termination for Financial Exigency

provisions, the Contractor is entitled to submit a termination claim within ten (10) days of the effective date of termination. The termination claim shall address and the State shall consider paying the following costs:

- a. the contract price for performance of work, which is accepted by the State, up to the effective date of the termination.
- b. reasonable and necessary costs incurred in preparing to perform the terminated portion of the contract
- c. reasonable profit on the completed but undelivered work up to the date of termination
- d. the costs of settling claims arising out of the termination of subcontracts or orders, not to exceed 30 days pay for each subcontractor
- e. reasonable accounting, legal, clerical, and other costs arising out of the termination settlement.

In no event shall reimbursement under this clause exceed the contract amount reduced by amounts previously paid by the State to the Contractor.

- Z. Venue: The parties agree that venue for any action related to performance of this contract shall be in the City and County of Denver, Colorado.

AA. Understanding of the Parties:

1. Complete Understanding: This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules. Descriptive headings as used herein are for convenience and shall not control or affect the meaning or construction of any provision of this contract.
2. Severability: To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
3. Benefit and Right of Action: Except as herein specifically provided otherwise, it is expressly

understood and agreed that this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. All rights of action relating to enforcement of the terms and conditions shall be strictly reserved to the State 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. It is the express intention of the State and the Contractor that any such person or entity, other than the State or the Contractor, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

4. Waiver: The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
 5. Survival: The State and the Contractor's obligations under this contract shall survive following termination or expiration to the extent necessary to give effect to the intent and understanding of the parties.
 6. Subcontracting: Except as herein specifically provided otherwise, the duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, subgranted or subcontracted except with the express prior written consent of the State. The subgrants and subcontracts permitted by the State shall be subject to the requirements of this contract. The Contractor is responsible for all subcontracting arrangements, delivery of services, and performance of any subgrantor or subcontractor. The Contractor warrants and agrees that any subgrant or subcontract, resulting from its performance under the terms and conditions of this contract, shall include a provision that the said subgrantor or subcontractor shall abide by the terms and conditions hereof. Also, the Contractor warrants and agrees that all subgrants or subcontracts shall include a provision that the subgrantor or subcontractor shall indemnify and hold harmless the State. The subgrantors or subcontractors must be certified to work on any equipment for which their services are obtained.
- BB. Holdover: In the event that the State desires to continue the services provided for in this Contract and a replacement contract has not been fully executed by the expiration date of the Contract, this Contract may be extended unilaterally by the State for a period of up to two (2) months upon written notice to the Contractor under the same terms and conditions of the original Contract including, but not limited to, prices, rates, and service delivery

requirements. However, this extension terminates when the replacement contract becomes effective when signed by the State Controller or an authorized delegate.

CC. Health Insurance Portability & Accountability Act of 1996 ("HIPAA"). Federal law and regulations governing the privacy of certain health information requires a "Business Associate Contract" between the State and the Contractor. 45 C.F.R. Section 164.504(e). If applicable to this Contract, attached and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate Addendum for HIPAA compliance. Terms of the Addendum shall be considered binding upon execution of this contract and shall remain in effect during the term of the contract including any extensions.

DD. Colorado Department of Human Services (CDHS) Fraud Policy. The CDHS Fraud Policy addresses the need for effective and consistent measures for preventing, detecting, and deterring fraud. The relevant parties discussed in the policy include CDHS employees, CDHS management, CDHS appointees, and community partners, including contractors, grantees, vendors, and other sub-recipients. CDHS employees, clients, and community partners will all benefit from an effective fraud prevention, detection, and deterrence policy because fraud can damage the reputation and public trust of CDHS.

All appointees and employees of the CDHS must comply with the standards of conduct set forth in Title 24, Article 18 of the Colorado Revised Statutes, known as the Code of Ethics, including exposing corruption or impropriety in government, whenever discovered. The CDHS Fraud Policy outlines how the CDHS employees and community partners should report fraud and how fraud will be investigated once it is reported.

The full text of the CDHS Fraud Policy, which Contractor hereby agrees to be subject to and abide by, can be found on the CDHS Fraud Policy and Training web page at: <http://www.colorado.gov/cs/Satellite/CDHS-Emp/CBON/1251610724004>.

EE. Performance Outside the State of Colorado and/or the United States: Not applicable if Contract Funds include any federal funds] Following the Effective Date, Contractor shall provide written notice to the State, in accordance with General Provision E. (Notices and Representatives), within 20 days of the

earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this requirement shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this requirement shall constitute a material breach of this Contract

FF. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy): For the sole purpose of providing support to the State's internal C-Stat Strategy, the parties understand and agree that upon request from the State, and without any additional cost to the State, the Contractor shall collect, maintain, and provide to the State certain contract performance data determined by the State during the term hereof to assist the State to measure and assess the programmatic effectiveness of the Contractor's performance hereunder, all in support of the State's internal continuous quality improvement working towards positive outcomes and managing its performance for the betterment of all Colorado residents.

The parties understand and agree that the exercise of the requirements of this provision shall not be used by the State to effect unilateral changes to the performance requirements of the Contractor hereunder.

SPECIAL PROVISIONS

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

- 1. CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- 2. FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- 3. GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- 4. INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.
- 5. COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- 6. CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
- 7. BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
- 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
- 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest

whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [*Not Applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

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

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

Revised 1-1-09

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

| | |
|---|---|
| <p align="center">CONTRACTOR Arapahoe County Sheriff's Office By: Nance Doty Title: Chairman, Board of County Commissioner</p> <hr/> <p align="center">*Signature</p> <p>Date: _____</p> | <p align="center">STATE OF COLORADO John W. Hickenlooper, Governor Department of Human Services Reggie Bicha, Executive Director</p> <hr/> <p align="center">By: Andrew Martinez Community Programs CFO, Office of Behavioral Health Signatory avers to the State Controller or delegate that Contractor has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: _____</p> |
| <p align="center">2nd Contractor Signature if Needed By: INSERT-Name of Authorized Individual Title: INSERT-Official Title of Authorized Individual</p> <hr/> <p align="center">*Signature</p> <p>Date: _____</p> | <p align="center">LEGAL REVIEW Cynthia H. Coffman, Attorney General</p> <p>By: _____ Signature - Assistant Attorney General</p> <p>Date: _____</p> |

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Clint Woodruff / Valri Gimple

Date: _____

Exhibit A Statement of Work

I. Sheriff's Department Requirements

A. Organizational structure designed to facilitate and promote effective administration of the program.

A member of the Arapahoe County Sheriff's Office (ACSO) will act as the role of Program Manager and will oversee the operations of the treatment subcontractor and provide program oversight and will also facilitate the program. The program manager will work with Aurora Mental Health Center to review screenings, conduct any necessary follow-up, take part in referrals of inmate cases to the Aurora Mental Health Center (AuMHC) treatment team, and have general oversight of the program on a day-to-day basis.

AuMHC will employ four 1.0 FTE clinicians, one 1.0FTE Intake Coordinator and a .5 FTE clinical case manager (total of four Clinicians, one Intake Coordinator and one .5FTE case manager). These staff members will collaborate to provide a comprehensive program using the treatment interventions described in Part IV item 4.

Inmates who are referred to the program by the Program Manager will be further screened and interviewed by one of the clinicians or intake coordinators using screening tools described below. Acceptance into the program will be determined by this clinical interview and screening.

AuMHC treatment teams will work daily including evenings and weekend hours to facilitate scheduling inmates for full participation in therapy and case management. The Program Manager will work closely with the case managers and clinicians to establish lists of inmates who will attend groups or individual case management/therapy appointments, using documentation in a shared file that is accessible to the program manager and the case manager and clinicians. Generally an attendance list is emailed to staff that includes who is needed and at what time. Case Managers and clinician are provided instruction on emailing staff.

The Program Manager will be responsible for ensuring that inmates are available to attend all treatment and case management sessions, and ensuring that appropriate space is available for these sessions. The Program Manager will collaborate with the AuMHC clinicians and case managers when inmates are released by helping to establish residency after release, and in facilitating in custody interviews with the community-based providers who will assume responsibility for treatment upon release. These in-reach services are essential to ensure that there is the best possible transition of the inmate into community services.

B. Demonstrate financial resources and fiscal management

Arapahoe County is the oldest county in Colorado. The Sheriff's Office has an adopted budget of \$80.3 million for 2015, managed By the Budget and Logistics offices. The Sheriff's Office budget includes the General Fund, Forfeiture Fund, Commissary Fund and the Arapahoe Law Enforcement Authority Fund.

The ACSO has a solid history of receiving and managing federal and state grants, including the 2009 Recovery Act Justice Grant (JAG) of \$304,218.00 for miscellaneous law enforcement resources, an

Edward Byrne grant also in 2009 for \$74,051.00, a \$61,051 Arapahoe County Aftercare Program (ACAP) grant in 2010 to provide transitional mental health care for inmates, and most recently the JBBS program which is currently operating on a budget for the Fiscal Year (FY) of 2015-2016 of \$499,892.00.

Previous JBBS budgets for the ACSO are (2011-2012: \$148,795.00, 2012-2013: 177,459.00, 2013-2014: \$297,442.00, and 2014-2015: \$499,892.00). Aurora Mental Health Center administered a 2014 budget of \$42 million, Arapahoe/Douglas Mental Health Network almost \$30 million. Both have administered many state and federal grants totaling millions of dollars. All agencies use state of the art information systems and closely controlled, audited fiscal tracking and accountability methods. All agencies have been providing fiscal information to the State for decades.

- C. Demonstrate capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs. The screening date will be reported annually to OBH.*

All persons entering the ACSODF go through a classification process within 72 hours of being booked in. The process includes a face to face interview with Classifications and a brief screening. Screening is via self-disclosure of an inmate's belief that he or she has a substance abuse disorder (including substance, frequency and consequences); mental health problem (including reasons for belief); instances of traumatic events and experiences such as head injury and other indication of potential for traumatic brain injury (TBI) and suicidality risk.

- D. Demonstrate capacity and resources to pay for psychotropic medications by the individuals in the facility. These funds are not intended to offset the jail's psychotropic medication costs.*

The ACSODF and their contracted medical services will provide at a minimum to all inmates with a scheduled release a 3 day written prescription. Exceptions can be made for inmates being released directly to a treatment facility or that have demonstrated the need they may be provided a 30 day written prescription. With the assistance of the JBBS Recovery Services, participating inmates may be eligible for funds to purchase a 30 day supply of medication that will be provided to the inmate upon release.

- E. Demonstrate the ability to offer medication assisted treatment (MAT) if indicated to the individuals in the jail facility.*

The ACSODF and its contracted medical treatment team do not administer nor prescribe medication assisted treatment such as methadone to inmates during incarceration. On rare occasions and at the discretion of the medical director, inmates may be transported to an authorized methadone clinic.

- F. Exhibit the ability to meet the needs of individuals who are physically challenged, deaf or hearing impaired, or blind.*

Detentions Facility

The ACSODF has a culture of sensitivity to the needs of inmates who are physically and sensory challenged. Several detention staff members are proficient in using American Sign Language (ASL) and

a TTY system is available to hearing impaired inmates. A separate infirmary unit houses inmates who are physically challenged and thus cannot be housed within the general population. Wheelchair accessible showers are available in all pods. The ACSODF readily makes use of a variety of community resources in providing the re-entry of all inmates, including those with physical disabilities.

Mental Health Centers

Nearly all facilities of the mental health centers are compliant with the American with Disabilities Act. In dealing with forms and with the few other written materials involved in providing services, materials are read aloud to blind clients.

Demonstrate an ability to provide services in a manner that respects and protects client's rights.

A listing of Inmate Rights is included in the Detention Services Inmate Informational Handbook which is accessible to every inmate. In their training and supervision, jail personnel are trained and encouraged to view the inmate as a fellow human being and citizen, who, while they may have broken the law, are nonetheless worthy of respect and fair treatment. Direct supervision by Deputies in the pods provides frequent contact to the Deputy in the pod, ensuring that their basic rights are being provided. Any inmate grievance is first addressed to the Deputy in the pod, and if the inmates does not agree, the grievance is appealed to a shift supervisor and ultimately to the Watch Commander.

The mental health centers follow strict codes of client rights required by the centers and by state and federal law. Both centers have formal processes for accepting and responding to complaints and appeals of decisions. The processes begin with the clinician, and if necessary, move on to client advocates, to the state and if necessary into court. Every client is informed of these rights and the complaint/appeal process in writing.

The funds associated with this RFA may increase or decrease depending upon state appropriations. As a result of this, the State may require the contractor to increase or decrease services and budgets.

The Sheriff's Office would have no difficulties in adjust the size of the program and services provided in the event of a decrease or increase of funding. The current JBBS program has operated efficiently on 3 separate budget amounts. However, the Sheriff's Office is requesting the budget for the 2016-2014FY to be equivalent to the previous budgets of FY2014-2015 and FY2015-2016.

II. Licensed Substance Use Disorder Treatment Requirements

- A. Provide the OBH-license information for substance use disorder treatment provider(s) to deliver appropriate behavior health care to inmates.*

Licenses are attached to this proposal

- B. Exhibit ability to identify inmates with active duty or veteran military status. This information should be used in treatment and discharge planning*

All persons entering the ACSODF go through a classification process within 72 hours of being booked in. The process includes an interview and brief screenings. During this screening, inmates are asked if they have ever served in the military. An affirmative response is then coded in the jail record system for reporting and tracking purposes. A weekly report is generated and sent to the ACSO Mental Coordinator every Monday; this report is then forwarded to a Veteran Justice Outreach Specialist. The Outreach Specialist meets with inmates to discuss reentry needs or other needs the inmates may have

while incarcerated. Eligible inmates may also be referred to the 18th Judicial District Veterans Court. The Veterans Court is a smaller subset of the 18th Judicial District Problem Solving Courts that serves individuals within the criminal justice system that would benefit from mental health services and substance abuse treatment that may not be available to an individual if sentenced to the Department Of Corrections. Inmates participating in the Veterans Court are evaluated and provided mental health services and substance abuse services similar to other inmates participating in other areas of the Problem Solving Court except services are related specifically to those that have military experience and needs unique to a veteran.

Inmates that are served within the JBBS program are also referred to these services prior to release and are appropriately referred to receive services at the local Veterans Affairs Hospital. Additionally, participating veterans may receive services related directly to trauma as an additional treatment modality while incarcerated and participating in JBBS services. Often the clinician will include trauma or Post Traumatic Stress Disorder (PTSD) treatment during one on one therapy sessions if appropriate

C. Exhibit the ability to provide culturally competent and appropriate services

Sherriff's Office and Detentions Facility

All post certified Deputies are required to attend a cultural awareness class in their Training Academy. Additionally, the Sheriff's Office requires all staff members to participate in an Anti-Biased Policing class, which is offered yearly and is directed by a certified staff trainer. Staff members also have the opportunity to attend a Direct Supervision Course offered through the National Institute of Corrections. Staff is required to take in-service courses on sexual harassment/hostile work environment, and the Sheriff's Office follows the required policy for the ethical aspect of treatment of others.

Differences are accommodated whenever possible within the bounds of effective and secure operations. Translation and interpretation is provided as needed by employees, family members or professional Mental Health Centers.

Gender, race, religion, ethnicity, language and ability can play critical roles in providing effective services. The staff of AuMHC receives regular training, both general and specialized, to increase staff member ability to look for and respond to the impact of individual difference among clients related to gender, race, religion, ethnicity, language and ability. AuMHC has staff members fluent at a clinical level in languages other than English, chiefly Spanish. AuMHC also uses a commercial interpreting service that with a phone call can provide interpreters fluent at a clinical level in more than 100 languages.

Client unique cultural factors are addressed and documented within the initial intake assessment. These cultural factors are further evaluated with the client by the assigned clinician and subsequently incorporated into the client's service plan, as appropriate. Cultural inclusiveness and consideration in treatment plans are audited by the Office of Behavioral Health (OBH) and monitored by agency utilization management and quality improvement processes.

AuMHC is nationally known for its expertise in providing appropriate services to adults with both developmental disabilities and serious mental illness/dual diagnosis.

AuMHC recognizes and accommodates the exceptional impact religious beliefs can have an effective treatment, and this is included in staff training. AuMHC employs a Faith Based Coordinator to facilitate

sharing of expertise between the center and faith-based organizations and in accommodating the needs of clients for whom religious beliefs are a powerful factor for recovery.

- D. Demonstrate the ability to provide treatment based on an individualized treatment and/or transition plan based on an assessment completed for the client within the past 6 months. The transition/treatment plan should incorporate the client's natural communities and pro-social supports.*

All participants of the JBBS program are screened using the tools and assessment pieces as described in section IV number 2. Additionally, the clinicians, Intake Coordinators and case managers complete a comprehensive discharge summary checklist upon intake. This comprehensive check list is closely followed and updated in a timely manner to ensure continued care upon release from custody of the Detention Facility and decrease the risk the a gap in services or needs. Furthermore, when an intake is completed on all perspective JBBS participants the tools as described below will also help the clinician determine the best course of treatment to provide to the inmate. In addition to the required substance abuse portion of treatment, participants may receive additional curriculum to study and work with when they meet with the clinician during one on one session and at their own pace. Additional curriculums and treatment modalities are described in section IV number 4.

- E. Demonstrate either available capacity for community based treatment through other funding streams to continue with the same provider in the community following release; or demonstrate an ability to interface with other agencies serving persons with substance use disorders or co-occurring mental illnesses, i.e., community mental health centers, substance use disorder treatment programs, service programs for Veterans and other community service agencies to meet the client's treatment needs.*

As mentioned previously there is a comprehensive discharge summary checklist that is used to determine a participants needs upon release. As a part of discharge planning the clinician or Intake Coordinator will help determine where the participant will be living upon release from incarceration. Referrals will be made to the appropriate community mental health center at that time. Participants will also have their Medicaid applications completed and submitted upon release from incarceration. The JBBS staff member that is working with the participant will also have appointments scheduled with the appropriate agencies, clinics or facilities for the participant as close to their release date as possible to ensure continuity of care. Individuals with a delay in services may be offered actual medications upon release in lieu of a written script and are provided the phone number of their clinician, or case manager that they can utilize upon release in the event of a crisis. Also, the exchange of phone numbers helps ensure successful follow up with participants upon release.

- F. Demonstrate the ability to transition individuals from jail based services to appropriate behavioral health and other needed community services upon release from incarceration.*

The same procedure stated above will be used to transitional individuals to mental health and community services upon release from incarceration. The ACSODF JBBS program has previously demonstrated success with transitioning participants into treatment and keeps them engaged in services post 30 days from release.

- G. Demonstrate the ability to provide OBH with the required data submissions as defined below under Section B-Monitoring and Data Collection.*

The ACSODF and AuMHC use electronic medical records systems. AuMHC has been providing required information for decades and are experts in state systems. Referring to the information required and listed in Section B-Monitoring and Data Collection, information gathered in the jail by ACSO personnel and by mental health center personnel will be entered into the appropriate mental health electronic medical recording system. The information will be provided to OBH in the manner prescribed for this program. Information needed to facilitate transition into community care will be incorporated into the electronic medical records systems maintained by the mental health centers. The ACSODF's Information Technology department will generate reports containing the required data gathered from each inmate upon classification screenings and their subsequent treatment. Licensed substance abuse disorder (SUD) treatment providers will submit DACODS for services provided in the jails.

Upon transition into the community and into the care of the appropriate mental health center, the centers' standard recording procedures will be used. As noted, AuMHC uses electronic medical records systems. As required, flat files are transmitted to the state monthly. Should the state need special reports for follow-up on this program, the mental health center systems will allow easy compliance.

Overall, the intent of the ACSO and both mental health centers is to cooperate fully with the state in gathering the information it hopes to compile and to provide it in a manner that facilitates that process. The Detention Center's IT department will generate reports containing the required data gathered from each inmate upon classification screenings and their subsequent treatment with AuMHC. The Project manager will also have the responsibility to gather information and coordinate data collection.

III. Sheriff's Department Requirements

A. Indicate Counties to be served.

The ACSO JBBS program will serve the inmates that are in custody in Arapahoe County. Participants that have open charges or are sentenced on other county charges that are in custody at the ACSODF will also be provided services. The county of residency will not be a factor in determining eligibility of inmate participation and providing services while incarcerated, however community reentry and services referred will be made based on where the inmate will be most likely to reside and receive services upon release.

B. Indicate the amount of jail based behavioral health funds the organization is requesting.

The ACSO is requesting the amount of \$499,891.00. This is the amount the ACSO has previously received for the fiscal years of 2014-2015 and 2015-2016.

C. The Response will identify existing treatment resources available at the jail and resources in the Sheriff's Department are intending to develop or enhance with the JBBS funds.

The ACSODF has several treatment resources currently in place to assist inmates while incarcerated and also upon release.

The community reentry program is a joint collaboration between the Arapahoe County Sheriff's Office Detention Facility (ACSODF) and AuMHC to provide basic reentry services to inmates departing from custody and transitioning into the community. There is one fulltime clinical case manager that works primarily at the Detention Facility providing reentry services, mental health groups, case management

meetings and limited community contact. Clients interested in services will self-refer to the Mental Health Coordinator or staff can refer based on client needs, Clients can request reentry services referrals, case management and/or mental health groups.

In March 2008 the Arapahoe County Sheriff's Office Detention Facility (ACSODF) partnered with Aurora Mental Health Center (AuMHC) to welcome the first inmates into a treatment based sentencing alternative program called Arapahoe Diverts the Mentally Ill for Treatment (ADMIT). The ADMIT program is designed to provide mental health treatment, substance abuse treatment and case management to eligible sentenced inmates during the length of their incarceration. Treatment with ADMIT concludes upon the inmates release from custody of the ACSODF, however additional services are offered to inmates to provide continuity of services. Treatment is done in the community at Aurora Mental Health and inmates are living in the community and supervised similar to those that are in a Home Detention Program. Staff consists employees from both agencies, the ACSODF employee the Mental Health Coordinator that prescreens and presents potential future ADMIT inmates and coordinates necessary paperwork and resources needed prior to participation in the program, a Deputy that is on site at AuMHC that assists with transportation of inmates from the jail to the program upon acceptance, and provides security at treatment facility and provides presence of law enforcement in the community where ADMIT inmates live and work ensuring program compliance and community safety, and a Sergeant that supervises ADMIT Deputy. AuMHC employees a full time licensed Clinician to provide individual and group mental health and substance abuse treatment to participating inmates and a full time case manager that works with all ADMIT clients to provide reentry services and case management to provide a stable and smooth transition into the community upon completion of their county jail sentence and treatment with the ADMIT program.

The Jail Based Behavioral Health Services program (JBBS) program at Arapahoe County Sheriff's Office Detention Facility is a collaboration between the two mental health centers that service Arapahoe County and the Arapahoe County Sheriff's Office. This partnership was designed in order to help facilitate a smooth transition for participants into community treatment. Our program has four Master's Level or certified addiction counselors (CAC) clinicians full time at the detention facility and one part time clinical case manager to assist with community reentry duties. Each clinician provides assessments and intake after initial screening, run Strategies in Self Improvement Curriculum (SSC) groups, and meets with program participants for individual therapy and case management. Currently, four clinicians are employed by Aurora Mental Health Center (AuMHC). The Arapahoe County Sheriff's Office Mental Health Coordinator coordinates this partnership; obtains referrals, manages waiting list, completes initial screening, and communicates with other Arapahoe County Sheriff's Office (ACSO) staff on behalf of the JBBS program. The JBBS program started providing services to clients in October of 2011.

The Denver VA Medical Center employ's a Veteran Justice Outreach Specialist that has been provided access to inmates in the jail that have identified themselves as a Veteran. A list of current incarcerated Veterans is forwarded to the Veteran Justice Outreach Specialist weekly. This Specialist will then meet with individuals face to face and discuss needs and make recommendations for possible services the inmate may be eligible for.

Every Monday all inmates that are currently housed in the Behavioral Control Unit are discussed in a weekly meeting attended by several individuals from the facility. Weekly meeting to discuss inmates housed in BC have been helpful in identifying those that are potentially higher service utilizers that will need additional support and services from staff and "frequent flyers" and are well known by staff have a treatment plan reinitiated quickly and appropriately to avoid further decompensation or behavioral

issues . Typical attendees include, SIU Lieutenant, SIU Sergeant, Psychologist, and Mental Health Coordinator, a member from Classifications, Infirmiry Nurse and current SIU Deputy assigned to the infirmiry. During this weekly meeting staff carefully reviews the status of inmates housed in BC and treatment plans, legal status, discharge status, short term treatment goals and long term treatment goals of these inmates. Common recommendations are medication stabilization, mental health recommendations to Colorado Mental Health Institute of Pueblo, referrals to in-house programs, and most recently CIT referrals are being completed for inmates housed in BC that are scheduled for release within 2 weeks or less. Treatment plans are a collaborative effort by all involved in the review committee and treatment recommendations are taken into account from all present.

D. The Response will identify how the Sheriff's Department at each jail in the application is implementing the Affordable Care Act.

Arapahoe County Human Services has been awarded grant funds to hire a full time Medicaid Program Specialist to work with inmates at the ACSODF. This individual will meet with inmates within 7 days of scheduled release to determine eligibility for Medicaid. In-person interviews will be conducted to gather and validate the adequacy of eligibility determination. In addition the Program Specialist will assist inmates with the completion of applications, coordinate and direct clients to get necessary information, process changes reported on cases through phone, mail and personal contact, make all changes to customer's cases within mandated deadlines including process all applications, initial and re-determinations, within mandated time frames, and make referrals to customers needing other services such as mental health, housing and/or domestic violence.

Inmates that are assigned to a case manager/clinician through JBBS will continue to work with a case manager to apply for services and will utilize the Program Specialist to assist with submitting applications.

E. The Response will provide the numbers of incarcerated consumers with substance abuse disorders or co-occurring substance use disorders and mental health disorders, and how many individuals will actually be enrolled in JBBS.

As November 30, 2015 there have been 3,316 inmates that have indicated to Classifications at the time of their assessment and intake that they had a substance abuse disorder or co-occurring substance use disorder and mental health disorder. To address the increasing epidemic of drug and alcohol use the ACSODF JBBS program will serve no less than 175 inmates during the period of July 1, 2016 through June 30, 2017.

F. The Application should detail the jail's policies on Medication Assisted Treatment.

The ACSODF and its contracted medical treatment team do not administer nor prescribe Medication Assisted Treatment such as methadone to inmates during incarceration. On rare occasions and at the discretion of the medical director, inmates may be transported to an authorized methadone clinic.

The ACSODF currently has a total of 4 Naloxone kits secured in the pharmacy in the event of complications of drug use. The ACSODF contract with Correctional Care Services does not allow for the dispensing of Naloxone kits to inmates upon release. Contract Administrators are currently working on implementing and modifying protocols to respond to the increasing opioid crisis.

The Sheriff's Office is not opposed to providing additional kits for use by Sheriff's Office staff, especially Patrol Deputies in the Community if funds were to become available.

IV. Licensed Substance Use Disorder Treatment Requirements epidemic

A. The Applicant's response will explain how they will identify individuals to provide services in the jail.

The ACSO Mental Health Coordinator screens participants who are referred to the program. Clients can be referred by staff, attorneys, judges, probation or through self-referrals. Initial screening includes reviewing current criminal charges, likely case disposition, and length of incarceration and past criminal charges. Additionally, mental health and substance abuse history is closely reviewed. Jail house disciplinary history may also be considered.

- Participants must be 18 years of age or over
- Be incarcerated in the ACSODF
- Must be able to remain in the program from a minimum of 120 days after acceptance
- Presence of a DSM-V (Diagnostic and Statistical Manual of Mental Disorders) diagnosis for substance abuse or dependence and who may also meet DSM-V criteria for a co-occurring mental illness
- Motivated to make progress toward treatment goals
- Participants with sex offenses and/or other crimes of violence will be accepted on a case by case basis to modified substance abuse treatment groups
- Participants who may be sentenced to the Department of Corrections (DOC) may be accepted if they meet basic criteria for the program, however, certain services such as reentry and case management may not be offered depending on sentence length
- Perspective participants may request JBBS services after they are booked into the ACSODF. If they meet minimum program requirements their name will be placed on an existing waiting list for future screening
- Perspective participants with less than 120 days to commit to the program may be referred to modified substance abuse treatment groups and may not be eligible for all reentry services offered though JBBS

The ACSODF will set a goal of serving no less than 175 clients per year, admitted and screened.

B. The Application shall detail the screening process of all inmates referred to the program for presence of substance use disorders, mental health disorders, trauma and traumatic brain injury.

Included in the screening of all inmates requesting to be screened for JBBS will be the Level of Supervision Inventory-LSI/LSI-R. There are currently 2 full time clinicians that have been trained to perform the assessment. Additional staff members will be attending upcoming offered trainings in the near future to be compliant with this requirement.

- Level of Supervision Inventory (LSI/LSI-R)-REQUIRED
- TSI-2 trauma screening-REQUIRED
- HELPS brain injury screening tools-REQUIRED
- Addiction Severity Index Lite-REQUIRED
- Colorado Criminal Justice Mental Health Screen-Adult (CCJMS-A)-REQUIRED

- Infectious Disease screens
- Brief Psychiatric Rating Scale (BPRS-18)
- Socrates (8A Personal Drinking) and (8D Personal Drug Use)
- Out of State Offender Questionnaire
- Mental Status Exam
- DLA-20 (Daily Living Activities)
- CCAR
- ASAM PPC 2R
- DACODS
- TCU Criminal Thinking Scale

The JBBS clinicians and Intake Coordinators will be responsible for completing the above assessments as part of the intake interview.

The ACSO will be subcontracting with AuMHC for treatment services. Due to multiple factors of inmate participation length varying, participants will be assigned to clinicians when space availability in a treatment group presents itself. Each clinician will be expected to maintain a minimum numbers of clients on their case load. Participants in JBBS sign Release of Information's (ROI's) to allow information sharing amongst all staff of JBBS.

- C. Services must be rendered by OBH licensed agencies; therefore the responses shall include the providers OBH Substance Use Treatment Provider number for the agency location the JBBS program will operate under.*

A copy of Aurora Mental Health Center's License is attached for reference

Aurora Mental Health license # 15F919

Each mental health facility maintains on site a medical health record for each current patient. Each consumer is assigned a client identification number specific to that individual. And the records contain all pertinent information to identify the individual, diagnosis, medications (active and inactive), treatment plan, and services provided and discharge plan summary. Records are accessible through the electronic medical records with certain documents scanned into file and archived in the mental health centers archives. Both mental health centers comply will all rules and regulations of HIPPA and patient confidentiality agreements.

- D. Programs shall have clinician positions to offer screenings, assessment and treatment in the jail and case manager positions dedicated to transitional care and a seamless re-entry to treatment services in the community.*

As part of the initial intake screening and assessment, a re-entry checklist will be included and case management will be a main focus during the duration of treatment. This will ensure ongoing case management and transitional planning and focus on the post release portion of engagement in services. As inmates progress in treatment their individual needs will be assessed and re-entry needs will be continually assessed and adjusted as needed.

The AuMHC clinicians and case managers will provide substance abuse/dual diagnosis treatment.

Strategies for Self-Improvement and Change will be considered the core treatment focus; however the specific mix of treatment interventions will depend upon the needs presented by the program

participants. These specific interventions and counseling approaches have been chosen because they are all well recognized, research based practices that have been proven effective with this population. Some of these approaches will be continued in the community setting as the inmate's transition to out-patient care in Aurora Mental Health Center.

Strategies for Self-Improvement and Change (SSIC): SSIC is a program of self-improvement and change for the person who has a past of criminal conduct together with alcohol and other drug use problems. This program is built on a cognitive-behavioral approach and has a comprehensive participant manual which outlines the goal, objective and activities for each session. SSIC helps to stimulate changes in the client's actions by changing how they think, what they believe and how they feel. Some sections of SSIC specifically address trauma issues. The 52 week program is in three phases. Phase I, "Challenge to Change" is 18 sessions; phase II, "Commitment to Change", is 22 sessions; and phase III, "Taking care of ownership of Change", is 12 sessions. The Alcohol and Drug Abuse Division of the State of Colorado recommends the program. Participants in JBBS will begin SSIC while incarcerated and can complete the series in the community based setting.

Motivational Interview (MI): MI is an evidence based practice and refers to a counseling approach that is client-centered, semi-directive method of engaging intrinsic motivation to change behavior by developing discrepancy and exploring and resolving ambivalence within the client. MI recognizes and accepts the fact that clients who need to make changes in their lives approach counseling at different levels of readiness to changes their behavior. If the counseling is mandated, they may never have thought of changing the behavior in question. Some may have thought about it but not taken steps to change it. Others, especially those voluntarily seeking counseling, may be actively trying to change their behavior and may have been doing so unsuccessfully for years. MI is non-judgmental, non-confrontational and non-adversarial. The approach attempts to increase the client's awareness of the potential problems caused, consequences experienced and risk faced as a result of the behavior in question. Alternatively, clinicians help clients envision a better future, and become increasingly motivated to achieve it. Either way, the strategy seeks to help clients think differently about their behavior and ultimately to consider what might be gained through change. MI is considered to be both client-centered and semi-directive. It departs from traditional client-centered therapy through this use of direction, in which clinicians attempt to influence clients to consider making changes, rather than non-directively explore themselves. MI is based upon four general principles: 1) Express empathy, guides clinicians to share with clients their understanding of clients' perspective; 2) Develop discrepancy, guides clinicians to help clients appreciate the value of change by exploring the discrepancy between how clients want their live to be vs. how they currently are (or between their deeply-held values and their day-to-day behavior); 3) Roll with resistance, guides clinician to accept client reluctance to change as natural rather than pathological; 4) Support self-efficacy, guides clinicians to explicitly embrace client autonomy (even when clients chose to not change) and help clients move toward change successfully and with confidence.

Seeking Safety: Seeking Safety is a present-focused treatment for clients with a history of trauma and substance abuse. The treatment was designed for flexible use: group or individual format, male and female clients, and a variety of settings (e.g., outpatient, inpatient, residential). Seeking safety focuses on coping skills and psychoeducation and has five key principles: 1) safety as the overarching goal (helping clients attain safety in their relationships, thinking behavior, and emotions); 2) integrated treatment (working with both post-traumatic stress disorder (PTSD) and substance abuse at the same time); 3) a focus on ideals to counteract the loss of ideals in both PTSD and substance abuse; 4) four content areas; cognitive, behavioral, interpersonal, and case management; and 5) attention to clinician processes (helping clinicians work on counter transference, self-care and other issues).

Cognitive-Behavioral Therapy (CBT): CBT is an empirically supported treatment that focuses on patterns of thinking that are maladaptive and the beliefs that underlie such thinking. For example, a person who is depressed may have the belief, "I'm worthless," and a person with a phobia may have the belief, "I am in danger." While the person in distress likely holds such beliefs with great conviction, with a clinician's help, the individual is encouraged to view such beliefs as hypotheses rather than facts and to test out such belief by running experiments. Furthermore, those in distress are encouraged to monitor and log thoughts that pop into their minds (called "automatic thoughts") in order to enable them to determine what patterns of biases in thinking may exist and to develop more adaptive alternatives to their thoughts. People who seek CBT can expect their clinician to be active, problem-focused, and goal-directed.

Moral Reconciliation Therapy (MRT): MRT is a systematic treatment strategy that seeks to decrease recidivism among juvenile and adult criminal offenders by increasing moral reasoning. Its cognitive behavioral approach combines elements from a variety of psychological traditions to progressively address ego, social, moral and positive behavioral growth. MRT takes the form of group and individual counseling using structured group exercises and prescribed homework assignments. The MRT workbook is structured around 16 objectively defined steps focusing on seven basic treatment issues: confrontation of beliefs; attitudes and behaviors; assessment of current relationship; reinforcement of positive behavior and habits; positive identity formation; enhancement of self-concept; decrease in hedonism and development of frustration tolerance; and development of higher stages of moral reasoning. Participants meet in groups once or twice a weekly and can complete all steps of the MRT program in a minimum of 3 to 6 months.

Individual therapy will be used as needed. Alcoholics Anonymous and Narcotics Anonymous will be used as available in the Detention Center.

Case Management (based on the Treatment Accountability for Safer Communities Model (TASC) Program): This includes eliminating barriers to treatment participation, connecting clients to other social service programs (employment programs, food stamps, Medicaid), making referrals and coordinating services, monitoring process, structured linkage between the criminal justice system and the treatment system, and serving as an advocate. This will include immediate follow up with the community based case managers at Aurora Mental Health Center.

- E. Describe how staff providing services to the target population will be sensitive to diversity issues. Indicate the extent of which staff is representative of diversity and receive periodic training in cultural competence.*

Sheriff's Office and Detention staff are required to participate in cultural awareness training seminars. Additionally, the Sheriff's Office requires all staff members to take an Anti-Biased Policing class, which is offered yearly and is directed by a certified staff trainer. Staff members also have the opportunity to attend a Direct Supervision course offered through the National Institute of Corrections. Staff is required to take in-service course on sexual harassment/hostile work environment, and the Sheriff's Office follows the required policy for ethical aspect of treatment of others. Differences are accommodated whenever possible within the bounds of effective and secure operations. Language translations and interpretation is provided as needed by employees, family members and professionals.

Mental health Centers

Gender, race, religion, ethnicity, language and ability can play critical roles in providing effective services. The staff of AuMHC receive regular training, both general and specialized, to increase staff member ability to look for and respond to the impact of individual difference among clients related to gender, race, religion, ethnicity, language and ability. AuMHC has staff members fluent at a clinical level in languages other than English. It also uses a commercial interpreting service that, with a phone call can provide interpreters fluent at a clinical level in more than 100 languages.

Client unique cultural factors are addressed and documented within the initial intake assessment. These cultural factors are further evaluated with the client by the assigned clinician and subsequently incorporated into the client's service plan, as appropriate. Cultural Inclusiveness and consideration in treatment plans are audited by OBH and monitored by agency utilization management and quality improvement processes.

The AuMHC is nationally known for its expertise in providing appropriate services to adults with both developmental disabilities and serious mental illness/dual diagnosis.

AuMHC recognizes and accommodates the exceptional impact religious beliefs can have on effective treatment, and this is included in staff training. AuMHC employs a Faith Based Coordinator to facilitate sharing of expertise between the center and faith-based organizations and in accommodating the needs of clients for whom religious beliefs are a powerful factor for recovery.

F. Describe the service array available within the community to program participants upon their release from jail, including behavioral health services.

AuMHC has provided evidence-based substance abuse and dual-diagnosis services for decades. Clinical services are one part of an array that includes intensive case management, vocational support, psycho-social rehabilitation, life skills training and more. Linkages are firmly established with virtually every available support service available in the community, including the Arapahoe County Department of Human Services, food banks, Arapahoe/Douglas Works and Vocational Rehab, Colorado Coalition for the Homeless and local housing agencies. Relationships are established with new services very soon after they come on line. AuMHC has a diverse funding base and makes every effort to take full advantage of new funding and support resources. AuMHC also has extensive experience providing specialized services to clients with criminal pasts or who are currently engaged with the criminal justice system. Evidence-based treatment practices that address their special needs, such as addressing criminal thinking are in place. AuMHC also has other programs active in collaboration with the ACSO, so that cooperative relationship is in place as well.

Funding and support for community based services includes but is not limited to Medicaid and Medicare for individuals with those benefits, Social Security, private insurance, limited indigent care resources, subsequent related awards from grant makers, Signal funding for medically indigent clients with primary substance abuse problems, forfeiture funding through Signal, 318 funding if available, self-pay, and services from community care providers and other government agencies.

G. The Response shall indicate how services needed upon release shall be identified and detail how the offender shall be linked to the appropriate services in the community without a break in services. Responses may attach sample Transition Worksheet as an attachment to the application. Priority will be given to proposals that demonstrate an effort to combine planning for treatment and transition.

Participant's reentry needs will be determined at intake and addressed periodically during their engagement of services during their incarceration.

IV. Monitoring and Data Collection

The response shall be written with the intent to comply with the requirement to collect, maintain and submit certain data to be reported on an ongoing basis throughout the contract. This information shall include:

- Basic Demographic information about the persons receiving services with these funds
- Numbers of clients served
- The types and quantities of services delivered
- Number and percentage who successfully transition to community based services upon release
- Program discharge outcomes
- Prevalence data gathered from administering mental health, substance use disorder, risk assessment, trauma and traumatic brain injury screens

The ACSO IT Department generates reports containing the required data that is gathered from an inmate upon classification and their subsequent treatment with AuMHC. The Project Manager will be responsible for ensuring that data is recorded and for coordinating data collections. The applicant and its behavioral health partners have decades of experience collecting required information and routinely transmit that information to the State OBH. For example, AuMHC has been a primary provider of Medicaid Mental Health Services since the capitation program began as part of (and co-owners) of Behavioral Healthcare, Inc. AuMHC also has a long history of providing required information to the Alcohol and Drug Abuse Division.

The following is a list of screening tools that will be used by the ACSODF JBBS team to determine program eligibility. The first five assessments listed are required tools that must be used to be in compliance with the rules of this proposal and program.

- Level of Supervision Inventory (LSI/LSI-R)-REQUIRED
- TSI-2 trauma screening-REQUIRED
- HELPS brain injury screening tools-REQUIRED
- Addiction Severity Index Lite-REQUIRED
- Colorado Criminal Justice Mental Health Screen-Adult (CCJMS-A)-REQUIRED
- Infectious Disease screens
- Brief Psychiatric Rating Scale (BPRS-18)
- Socrates (8A Personal Drinking) and (8D Personal Drug Use)
- Out of State Offender Questionnaire
- Mental Status Exam
- DLA-20 (Daily Living Activities)
- CCAR
- ASAM PPC 2R
- DACODS
- TCU Criminal Thinking Scale

AuMHC will submit DACODS and CCARS data to the Office of Behavioral Health for all participants of the JBBS program.

Exhibit B - Budget
JBBS Program

| Exhibit B - Budget | | | | |
|---|-------------------------------|------|------------|---------------------|
| Jail Based Behavioral Health Services | | | | |
| Arapahoe County Sheriff's Office | | | | |
| | | | | |
| Direct Personnel Cost | 12 Month Annual Salary | | FTE | Total Budget |
| Arapahoe County Sheriff's Office | | | | |
| Project manager salary | \$ 59,648 | | 0.75 | \$ 44,736 |
| Project manager benefits | \$ 18,894 | | 0.75 | \$ 14,171 |
| Direct Personnel Subtotal | | | | \$ 58,907 |
| Operating | | | | |
| Office supplies and paper | | | | \$ 3,220 |
| Client supplies, workbooks, notebooks, etc. | | | | \$ 501 |
| Subtotal | | | | \$ 3,721 |
| | | | | \$ - |
| Operating Costs Subtotal | | | | \$ 3,721 |
| JBBS Recovery Support Services | | | | \$ 10,000 |
| Arapahoe County total costs | | | | \$ 72,628 |
| Other Costs: Contract | | | | |
| Aurora Mental Health Center | | | | |
| AuMHC Personnel | | | | |
| Intake Coordinator Nichole | \$ 41,525.00 | | 1.00 | \$ 41,525 |
| Intake Coordinator benefits | \$ 7,059.25 | | 1.00 | \$ 7,059 |
| MA level clinical case manager salary Tammy | \$ 48,204.00 | | 1.00 | \$ 48,204 |
| MA level clinical case manager benefits | \$ 8,194.68 | | 1.00 | \$ 8,195 |
| MA level clinical case manager salary Vickie | \$ 45,000.00 | | 1.00 | \$ 45,000 |
| MA level clinical case manager benefits | \$ 7,650.00 | | 1.00 | \$ 7,650 |
| MA level clinical case manager salary-April | \$ 43,000.00 | | 1.00 | \$ 43,000 |
| MA level clinical case manager benefits | \$ 7,310.00 | | 1.00 | \$ 7,310 |
| MA level clinical case manager salary Japh | \$ 43,000.00 | | 1.00 | \$ 43,000 |
| MA level clinical case manager benefits | \$ 7,310.00 | | 1.00 | \$ 7,310 |
| Licensed clinical supervisor salary | \$ 65,148.00 | | 0.05 | \$ 3,257 |
| Licensed clinical supervisor benefits | \$ 11,075.00 | | 0.05 | \$ 554 |
| | | | | |
| | | | | |
| AuMHC Subtotal | | | | \$ 262,064 |
| | | | | |
| | | | | |
| Cell phone 12 months service @ \$35/month X 5 | | | | \$ 2,100 |
| | | | | \$ - |
| AuMHC Operating Subtotal | | | | \$ 2,100 |
| AuMHC administrative costs | | 5.0% | | \$ 13,208 |
| AuMHC Contract Subtotal | | | | \$ 277,372 |
| | | | | |
| Total Contract Expenses | | | | \$ 350,000 |

Exhibit C
Miscellaneous Provisions

1. PROVIDE SERVICES

The contractor shall provide the services according to the plans submitted in the "Statement of Work", attached and, incorporated herein by this reference as Exhibit A. In all cases, the descriptions, plans, timetables, tasks, duties, and responsibilities of the Contractor as described in the Statement of Work, shall be adhered to in the performance of the requirements of this contract. In the event of conflict, the terms and conditions of this contract shall control over the Statement of Work.

2. GOALS & OBJECTIVE

The Contractor shall be responsible for the achievement of goals and objectives as specified within the "Statement of Work" (Exhibit A) of this contract unless written notice of modifications thereto is furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

3. SEMI STATUS REPORTS

The Contractor shall prepare and submit to the State, semi evaluation reports, which shall include information relative to the progress in achievement of goals specified in the aforementioned approved Statement of Work. Report templates will be made available to the Contract by the State or its designee. Reports shall be delivered to the State or its designee, not later than last working day after the end of the month each January (services July through December) and July (services January through June).

4. COPY OF PROPOSED SUBCONTRACT

The Contractor shall provide to the State a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this contract.

5. REPORTING SYSTEMS

The Contractor, or its subcontractor shall be responsible for participating in any reporting systems (DACODS, CCAR, and Civicore JBBHS Database) on the management and evaluation of the program as may be required by the State.

6. PAYMENT

In consideration of the provision of services and reporting as set forth herein and subject to all payment and price provisions herein and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall cause to be paid to the Contractor an amount not to exceed the amount specified in the "Budget", Exhibit B, of this contract, in the following manner.

- a. The State shall pay up to the amounts shown in Exhibit B for purchase of jail based behavioral health services for substance use and co-occurring disorders.

- b. The Contractor shall submit monthly requests for payment for on forms prescribed by the State by the 20th of the month in which expenses occur.
- c. Payment will normally be made in arrears for services rendered. Advances will not be approved except in documented situations of cash flow emergency, for a specified term, with the prior written approval of the State, and in accordance with State fiscal rules and procedures.
- d. In no case will a contract be reduced without first allowing the Contractor an opportunity to present relevant information and explanation and giving due consideration to events beyond the Contractor's control with may have impacted the Contractor's ability to satisfy the terms of this contract.
- e. Both parties agree that the State has the right to offset against funds otherwise payable pursuant to this contract based on discovery of overpayment or improper use of funds pursuant to any contracts between the parties. "Overpayment or improper use of funds" is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Office of Behavioral Health's A and A Guidelines, Generally Accepted Accounting Principles issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- f. Contractor is eligible for any increases as appropriated by the Colorado General Assembly and approved by the Department of Human Services.

7. OPTION LETTER

The State may require continued performance for an incremental period of one year at the same rates and same terms specified in the Contract. If the State exercises the option, it will provide written notice to Contractor at least 30 days prior to the end of the current contract term in a form substantially equivalent to Exhibit D, "Option Letter." If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original contract. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed 5 years.

The State may increase or decrease the quantity of goods/services described in Exhibits A, "Statement of Work," and Exhibit B, "Admission Requirements," based upon the rates established in the Contract. If the State exercises the option, it will provide written notice to Contractor as least 30 days prior to the end of the current contract term in a form substantially equivalent to Exhibit D, "Option Letter." Delivery/performance of the goods/service shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original contract.

The State may increase or decrease the rates established in the Contract in Exhibit B, "Budget," based upon a cost of living adjustment for the Jail-based Behavioral Health Services lines in the Long Bill through an option letter. If the State

exercises the option, it will provide written notice to Contractor as least 30 days prior to the end of the current contract term in a form substantially equivalent to Exhibit D, "Option Letter." Delivery/performance of the goods/service shall continue at the same terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original contract.

8. PARTICIPATION

The contractor is expected to participate in OBH-sponsored meetings on a quarterly basis.

9. REQUIREMENTS AS SPECIFIED IN THE "REQUEST FOR APPLICATION"

The contractor and subcontractors shall provide services as specified in their request for application including:

- a) Partnership with OBH-licensed substance use disorder treatment providers,
- b) The OBH-licensed substance use disorder provider must have the ability to offer continued treatment and transition services in the community and must assist individuals with alternative means to pay for the continued services
- c) Provide culturally competent and appropriate services,
- d) Meet the needs of individuals who are physically challenged, deaf or hearing impaired, or blind,
- e) Provider services in a manor that respects and protects client's rights,
- f) Have support by local probation departments,

10. NOT SUPPLANT

Payments made to the Contractor under this contract will supplement and not supplant state or local expenditures for substance use disorder or co-occurring substance use and mental health disorder treatment that would have been made in the absence of such payments.

11. NOT ASSIGNABLE

This contract is not assignable without prior written consent of the State.

12. BUDGET CHANGES

Any changes in the budget, Exhibit B of this contract, shall be made only with the prior written approval of the State and shall not exceed the total amount of the contract as described on page one of the contract.

13. OBH FINANCE & DATA PROTOCOLS

Contractor shall comply with the most recent versions of the Office of Behavioral Health Finance & Data Protocols available on OBH's website.

14. FUNDS FOR PURCHASE OF NALOXONE KITS

Payment for the purchase of naloxone kits to all Contractors will be made as earned, in whole or in part, from the available funds encumbered in an amount not to exceed \$136,500 for the JBBS program. Each Contractor/county is limited to a

maximum of \$10,500 per contract period. It is further understood and agreed that the maximum amount of funds available for payment to all programs state wide for the current fiscal year for this purpose is \$136,500 except as this amount may be modified by the Office of Behavioral Health. At any time, the liability of the State for such payment shall be limited to the encumbered amount remaining of such funds

SAMPLE OPTION LETTER

| | | | |
|-------|--------------------|-------------------|---------------|
| Date: | State Fiscal Year: | Option Letter No. | CMS Routing # |
|-------|--------------------|-------------------|---------------|

1) **OPTIONS:** Choose all applicable options listed in §1 and in §2 and delete the rest [also delete all yellow highlighted text].

- a. Option to renew only (for an additional term)
- b. Change in the amount of goods within current term
- c. Change in amount of goods in conjunction with renewal for additional term
- d. Level of service change within current term
- e. Level of service change in conjunction with renewal for additional term
- f. Option to initiate next phase of a contract

2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

a. For use with Options 1(a-e): In accordance with Section(s) _____ of the Original Contract routing number _____ between the State of Colorado, Department of Human Services, and Contractor's Name, the State hereby exercises its option for an additional term beginning Insert start date and ending on Insert ending date at a cost/price specified in Section _____, AND/OR an increase/decrease in the amount of goods/services at the same rate(s) as specified in Identify the Section, Schedule, Attachment, Exhibit etc.

b. For use with Option 1(f), please use the following: In accordance with Section(s) _____ of the Original Contract routing number _____ between the State of Colorado, Department of Human Services, and Contractor's Name, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc for the term beginning Insert start date and ending on Insert ending date at the cost/price specified in Section _____.

c. For use with all Options: The amount of the current Fiscal Year contract value is increased/decreased by \$ amount of change to a new contract value of Insert New \$ Amt to as consideration for services/goods ordered under the contract for the current fiscal year indicate Fiscal Year. The first sentence in Section _____ is hereby modified accordingly. The total contract value including all previous amendments, option letters, etc. is Insert New \$ Amt.

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
 Department of Human Services
 Reggie Bicha, Executive Director

By: Insert Name & Title of Person Signing for Agency or IHE

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

Exhibit E

JBBS Performance Incentive

Program Goal: The goal of the Jail Based Behavioral Health Services program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration.

JBBS Programs are required to demonstrate the ability to transition individuals from jail based services to appropriate behavioral health and other needed community services upon release from incarceration.

Performance Measure: Programs are required to follow-up with all clients who are successfully discharged from the program and released to the community at 1, 2, 6 and 12 months after release. Clinicians are required to either call the client or track treatment engagement at the community-based treatment provider to which the client was referred. The outcome of the transition tracking attempt is required to be logged into the Civicore JBBHS Database.

The following options are the transition tracking outcome status options in the database:

1. Deceased- In the event of client death post release
2. In Treatment- Client is engaged in community-based treatment services as recommended on the transition plan
3. New Crime/Regressed- Client returned to jail for violations or committed a new crime
4. Not Applicable- Client sentenced to Department of Corrections or client not tracked
5. Not In Treatment- Client is tracked via the community-based treatment agency or the client reports to not be in treatment services as recommended on the transition plan
6. Status Unknown- Client cannot be reached or tracked
7. Treatment Completed- Client completed treatment as recommended at release from jail

Performance Based Incentives will be paid out to programs meeting or outperforming benchmarks for the number of clients engaging in treatment services upon release from the jail.

The benchmark for programs to earn their Performance Incentive is a total of 30% of the clients released from the program will be "In Treatment" or "Treatment Completed" at the 1 month Transition Tracking interval. This data shall be pulled after the end of the fiscal year (June 30th) from the Civicore JBBHS Database. The benchmark was determined based on the statewide average number of successfully discharged individuals tracked to be "In Treatment" at the 1 month tracking interval in FY 15's annual data.

Methodology:

1. All JBBS Programs are required to submit budgets reflecting a 10% withhold from the total contract award amount for the performance incentive payout.

For example, if the program is requesting a total of \$100,000; the Direct Personnel, Client, Recovery Support Funds, Operating, Other and Administration must total \$90,000. \$10,000 is to be withheld for the performance incentive payout and cannot be invoiced during the fiscal year.

2. The Annual Report data shall be pulled from the Civicore JBBHS Database after the fiscal year (June 30th) ends. The performance shall be based on the Transition Tracking Outcomes of the total number of individuals eligible to be tracked at the 1 month interval who have a transition tracking status of "In Treatment" or "Treatment Completed".

Note: the eligible individuals to be tracked will exclude the number of clients tracked as "Not Applicable" or "Deceased" since these individuals are will not be eligible to engage in treatment services due to being sentenced to the Department of Corrections or due to client death.

For JBBS programs designed to have multiple county partnerships in their program; the performance will be based on the average the all counties.

3. The outcome data shall be shared with all programs by the end of August and 10% incentive payment withhold will be paid out to programs that meet or exceed 30% benchmark.

Programs who do not meet the performance outcome shall be asked to submit a plan of action to improve program outcomes for the next fiscal year. The un-earned portion of the contract funds shall be reverted.

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“Addendum”) is a part of the Contract dated March 2, 2016 between the Department of Human Services, Office of Behavioral Health and Arapahoe County Sheriff’s Office, contract number 17 IHJA 87797. For purposes of this Addendum, the State is referred to as “Covered Entity” or “CE” and the Contractor is referred to as “Associate”. Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to “the Contract” or “this Contract” include this Addendum.

RECITALS

- A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d – 1320d-8 (“HIPAA”) as amended by the American Recovery and Reinvestment Act of 2009 (“ARRA”)/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended.
- C. As part of the HIPAA Rules, the CE is required to enter into a written contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

The parties agree as follows:

1. Definitions.

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Rules at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the HIPAA Rules and the provisions of this Contract, the HIPAA Rules shall control. Where the provisions of this Contract differ from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Contract shall control.

b. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be

Exhibit F

used to identify the individual, and shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.501.

c. “Protected Information” shall mean PHI provided by CE to Associate or created received, maintained or transmitted by Associate on CE’s behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate’s PHI.

d. “Subcontractor” shall mean a third party to whom Associate delegates a function, activity, or service that involves CE’s Protected Information, in order to carry out the responsibilities of this Agreement.

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate’s obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the HIPAA Rules if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate’s breach of the HIPAA Rules.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Rules if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party Subcontractor, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances through execution of a written agreement with such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and that such third party will notify Associate within two (2) business days of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the HIPAA Security Rule at 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a

Exhibit F

comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Associate shall review, modify, and update documentation of, its safeguards as needed to ensure continued provision of reasonable and appropriate protection of Protected Information.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more Subcontractors or agents to provide services under the Contract, and such Subcontractors or agents receive or have access to Protected Information, each Subcontractor or agent shall sign an agreement with Associate containing the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such Subcontractors or agents in the event of any violation of such Subcontractor or agent agreement. The Agreement between the Associate and Subcontractor or agent shall ensure that the Subcontractor or agent agrees to at least the same restrictions and conditions that apply to Associate with respect to such Protected Information. Associate shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate shall make Protected Information maintained by Associate or its agents or Subcontractors in such Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.524. If such Protected Information is maintained by Associate in an electronic form or format, Associate must make such Protected Information available to CE in a mutually agreed upon electronic form or format.

g. Amendment of PHI. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate or its agents or Subcontractors shall make such Protected Information available to CE for amendment within ten (10) business days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, and shall incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or Subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or Subcontractors shall be the responsibility of CE.

h. Accounting Rights. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate and its agents or Subcontractors shall make available to CE within ten (10) business days of notice by CE, the information required to

Exhibit F

provide an accounting of disclosures to enable CE to fulfill its obligations under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.528. In the event that the request for an accounting is delivered directly to Associate or its agents or Subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall keep records and make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's or Associate's compliance with the HIPAA Rules. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary when the Secretary is investigating CE. Associate shall cooperate with the Secretary if the Secretary undertakes an investigation or compliance review of Associate's policies, procedures or practices to determine whether Associate is complying with the HIPAA Rules, and permit access by the Secretary during normal business hours to its facilities, books, records, accounts, and other sources of information, including Protected Information, that are pertinent to ascertaining compliance.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the HIPAA Rules including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its Subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate's Insurance. Associate shall maintain insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notice of Privacy Practices. Associate shall be responsible for reviewing CE's Notice of Privacy Practices, available on CE's external website, to determine any requirements applicable to Associate per this Contract.

Exhibit F

o. Notification of Breach. During the term of this Contract, Associate shall notify CE within two (2) business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall not initiate notification to affected individuals per the HIPAA Rules without prior notification and approval of CE. Information provided to CE shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

p. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; and (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

q. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.

r. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. Section 164.522, Associate will restrict the use or disclosure of an individual's Protected Information. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.

Exhibit F

b. Notice of Changes. CE maintains a copy of its Notice of Privacy Practices on its website. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent that it may affect Associate's permitted or required uses or disclosures. To the extent that it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation.. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services. If Associate knows of a pattern of activity or practice of a Subcontractor or

Exhibit F

agent that constitutes a material breach or violation of the Subcontractor's or agent's obligations under the written agreement between Associate and the Subcontractor or agent, Associate shall take reasonable steps to cure such breach or end such violation, if feasible.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of the HIPAA Rules or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of the HIPAA Rules or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or Subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such Protected Information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its Subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No Waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contractor the HIPAA Rules will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to the HIPAA Rules relating to certification of its

Exhibit F

security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with the HIPAA Rules or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of the HIPAA Rules and other applicable laws relating to the confidentiality, integrity, availability and security of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information and that it is Associate's responsibility to receive satisfactory written assurances from Associate's Subcontractors and agents. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of the HIPAA Rules or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section, or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any Subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of the HIPAA Rules or other laws relating to security and privacy or PHI, except where Associate or its Subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent

Exhibit F

with the HIPAA Rules. This Contract supercedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

State/Covered Entity Representative:

Name: Andrew Martinez
Title: Community Programs CFO
Department and Division: Office of Behavioral Health
Address: 3824 West Princeton Circle
Denver, CO 80236

Contractor/Business Associate Representative:

Name: David C. Walcher
Title: Sheriff
Department and Division: Arapahoe County Sheriff's Office
Address: 13101 W. Broncos Parkway
Centennial, Colorado 80112

ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract dated March 2, 2016, between the Department of Human Services, Office of Behavioral Health and Arapahoe County Sheriff's Office, contract number 17 IHJA 87797 ("Contract") and is effective as of July 1, 2016 (the "Attachment Effective Date"). This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows: _____
None except as otherwise directed in writing by the State

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows: _____
None except as otherwise directed in writing by the State

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract: _____
None except as otherwise directed in writing by the State

4. Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt: _____
Upon the effective date of the contract

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information: _____
As may be directed in writing by the State

6. Additional Terms. *[This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]*
None

Exhibit G – Recovery Support Services

In addition to the statement of work outlined in Exhibit A of this contract, Contractor shall also provide recovery support services to clients during the contract period, including, but not limited to:

- Application Fees – IDs / Birth certificates,
- Backpacks,
- Basic hygiene items,
- Bus passes (daily/monthly),
- Child care,
- Clothing vouchers,
- Education costs (books, supplies, and fees),
- Emergency housing,
- Food assistance,
- Job training,
- Gas vouchers,
- GED program/testing,
- Life skills training,
- Medical assistance – copays/infectious disease testing,
- Medications,
- Personal hygiene care,
- Phone cards,
- Print brochures to referral sources,
- Taxi,
- Transportation to residential treatment,
- UA/Bas,
- Utilities

The budget for these expenses is outlined in Exhibit B of this contract.



Board Summary Report

Date: April 28, 2016
To: Board of County Commissioners
Through: Jason Reynolds, Current Planning Program Manager
From: Bill Skinner, Senior Planner
Subject: Case # Z14-010, Welch #04 Preliminary Development Plan

Request and Recommendation

Proposal: The applicant, Chambers Consulting, on behalf of the owner, Brad Lanser, is seeking approval of a Preliminary Development Plan (PDP) known to the County as Case # Z14-010, Welch #04 PDP.

The Z15-004 PDP application proposes rezoning the existing 0.73-acre lot located at 9445 E Evans Way from R-2 (Single-Family, minimum lot size 20,000 s.f.) to R-PSF (Single-Family PUD). This rezoning is part a larger plan to split the property into two lots that could accommodate the existing home and allow for construction of a second single-family detached home on the newly subdivided second lot.

Details of the concurrent plat process are available in the P14-023 staff report for a Minor Subdivision application, also being heard on this date. If approved, this PDP would change the allowed density for this property from the existing density of 1.36 units per acre to 2.73 units per acre. The proposed density complies with direction provided by the Four Square Mile ASubArea Plan, and is similar to the density of the surrounding neighborhood.

Recommendation: This application is recommended for Conditional Approval with conditions modified by the Planning Commission:

1. Prior to signature of the final mylar copy of these plans, the applicant agrees to address Public Works Staff comments including concerns identified in the most recent Engineering Staff Report.
2. Building maximum height will be limited to 30 feet.
3. The front setback must be 10 feet more than the adjacent single-family home.
4. Minimum lot width at the front building line shall be 75 feet.

Background

The existing zoning is R-2. This zoning was approved by the County in 1961 as part of the County's initial establishment of zoning County wide.

The surrounding properties have been developed as a mix of R-2 and R-3 (Single Family, minimum lot size 12,500 s.f.) zoned single-family detached homes and, across E Jewell Circle, a single-family residential development zoned R-PSF. The one exception to the single-family detached use in the area is the property immediately east of the site, which is a place of worship located on Parker Road.

Planning Commission Hearing and Recommendation: The Z14-010 PDP application was considered during a public hearing before the Planning Commission on April 19, 2016. Staff recommended a condition that the maximum building height be 30 feet, which would represent a compromise between the existing R-2 zoning's 25-foot height maximum, the 35-foot maximum building height approved in the East Jewell Circle PUD existing across the street north of the subject property, and the applicant's requested 35-foot max building height. One member of the public attended the hearing but did not wish to speak. The Planning Commission discussed the proposed setbacks, and their impacts on the building envelope, and potential height.

Planning Commission voted 3-2 to recommend approval of the Z14-010 PDP with a height limit of 30 feet and two additional conditions (these are included as conditions 3 and 4 in the BOCC draft motions).

PC members Weiss and Rosenberg opposed the motion based on concerns that the proposed maximum height of 35 feet and the staff's recommended maximum height of 30 feet were not compatible with the 25-foot maximum building height allowed on the R-2 and R-3 properties west and south of the site. Planning Commissioner Chaffin recused herself from the hearing; she lives near the site.

Links to Align Arapahoe

If approved this request, may:

1. "Foster a healthy and vibrant community" by enabling options for additional housing in an established neighborhood.
2. "Improve the County's economic environment" by generating jobs during construction of the new home.

Alternatives

The Board of County Commissioners has three alternatives:

1. Approve the applications with Conditions of Approval.
2. Continue to a date certain for more information.
3. Deny the application.

Fiscal Impact

This request may have some positive fiscal impact on the County depending on the value of development occurring on the property.

Concurrence

The Arapahoe County PWD Staff and the Planning Commission have recommended approval of application Z14-010.

Reviewed By: Bill Skinner, Jason Reynolds, Jan Yeckes, Dave Schmit, Todd Weaver, Bob Hill

DRAFT MOTIONS for Welch # 04 Preliminary Development Plan, Case # Z14-010

Conditional Approval

In the Case of Z14-010 Welch # 04 Preliminary Development Plan, the Commissioners have read the staff report. We find ourselves in agreement with staff findings 1 through 3, including all plans and attachments as set forth in the staff report dated April 29, 2016, and approve this application, subject to the following conditions:

1. Prior to signature of the final mylar copy of these plans, the applicant agrees to address Public Works Staff comments including concerns identified in the most recent Engineering Staff Report.
2. Building maximum height will be limited to 30'
3. The front setback must be 10' more than the adjacent single-family home
4. Minimum lot width at the front building line shall be (no less than) 75'.

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

Denial:

In the Case of Z14-010 Welch # 04 Preliminary Development Plan, Commissioners have read the staff report, including all plans and attachments as set forth in the staff report dated April 29, 2016, and **deny** this application, based on the following findings:

1. *State new findings as part of the motion.*
2. ...

Continue to Date Certain: In the Case of Z14-010 Welch # 04 Preliminary Development Plan, I move to continue the hearing to [*date*], 9:30 a.m., to obtain additional information and to further consider the information presented.

REZONING – WITH PDP

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

WHEREAS, applicant, Chambers Consulting, on behalf of the owner, Brad Lanser has applied for the rezoning of certain property hereinafter described from R-2 to R-PSF and approval of a preliminary development plan, Z14-010; and

WHEREAS, after a hearing on this matter, the Arapahoe County Planning Commission has made a favorable recommendation for said change in zoning subject to certain stipulations of said Planning Commission as specified in the record of the proceedings before the Planning Commission; and

WHEREAS, following said Planning Commission hearing, public notice of a hearing before the Arapahoe County Board of County Commissioners (“the Board”) was properly given of such proposed rezoning and preliminary development plan by publication on April 21, 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 Resolution; and

WHEREAS, 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 10th day of May, 2016 at 9:30 o'clock a.m., at which time evidence and testimony were presented to the Board concerning said rezoning request; and

WHEREAS, the administrative record for this Case includes, but is not limited to, all duly adopted ordinances, resolutions and regulations, together with all Public Works and Development Department 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 Board finds that the proposed rezoning and preliminary development plan generally conforms to the Arapahoe County Comprehensive Plan and the review and complies with the approval criteria found in the Land Development Code; and

WHEREAS, pursuant to the authority vested unto the Board of County Commissioners by Article 28 of Title 30 C.R.S. as amended, the Board has concluded that the public health, safety, convenience and general welfare, as well as good zoning practice, justifies granting a change in the zoning of the hereinafter described property subject to the conditions precedent and/or other conditions as hereinafter delineated.

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

1. The Board of County Commissioners for Arapahoe County hereby grants and approves rezoning of the following parcel from R-2 zone district to R-PSF zone district and approval of a preliminary development plan, Z14-010 subject to the conditions precedent and/or other conditions as hereinafter delineated.

LEGAL DESCRIPTION

Lot 3, Welch Subdivision, 4th Filing

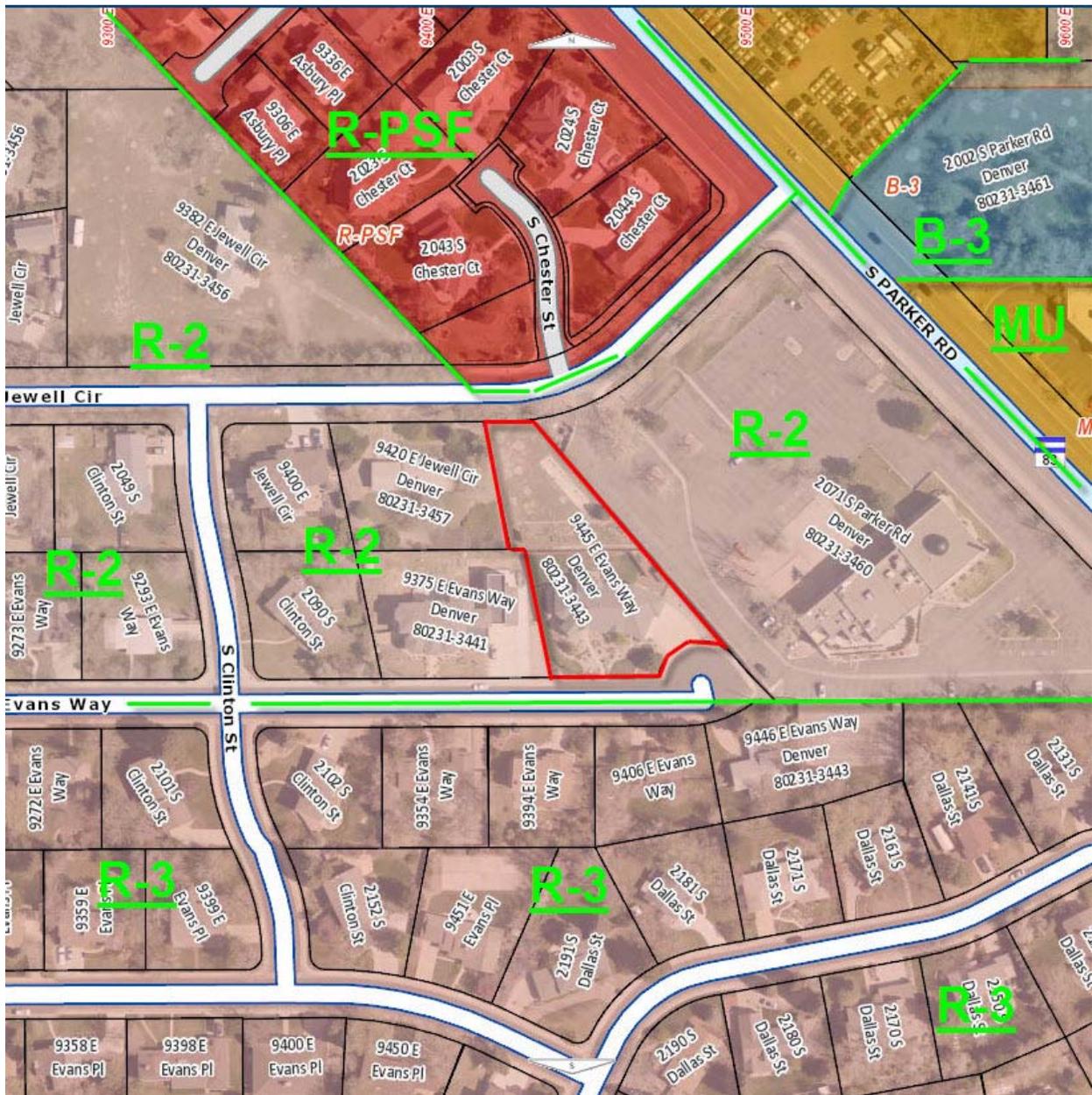
2. Approval of this rezoning and preliminary development plan is based upon the following understandings, agreements and/or representations:
 - a) The applicant's assent and/or agreement to make all modifications to the final version of the documents that are necessary to conform the documents to the 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 rezoning and preliminary development plan shall be and is subject to the following conditions precedent and/or other conditions, which the applicant has accepted and which the applicant is also deemed to accept by preparing a mylar for signature by the Chairman of the Board of County Commissioners within sixty (60) days of this date and by continuing with the development of the property:
 - a) The applicant's compliance with the recommended conditions of the Arapahoe County Planning Commission as set forth in the record of the hearing before the Planning Commission, except as may be modified by this Board.
 - 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, except as may be modified by this Board.
 - c) The applicant's compliance with all additional conditions of approval stated by the Board, including:

1. Prior to signature of the final mylar copy of these plans, the applicant agrees to address Public Works Staff comments including concerns identified in the most recent Engineering Staff Report.
 2. Building maximum height will be limited to 30'
 3. The front setback must be 10' more than the adjacent single-family home
 4. Minimum lot width at the front building line shall be (no less than) 75'.
 - 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. Upon the applicant's completion of any and all changes to the rezoning mylar as may be required by this Resolution, the Chairman of the Board of County Commissioners is hereby authorized to sign same.
 5. That the Zoning Map of Arapahoe County shall be and the same is hereby amended to conform to and reflect said change in zoning.
 6. 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.
 7. 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.

The vote was:

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

The Chair declared the motion carried and so ordered.



Surrounding Zoning

ADJACENT SUBDIVISIONS, ZONING, AND LAND USES:

North of the subject property, across E Jewell Circle, is a development zoned R-PSF PUD (Residential Planned Unit Development – Single Family) consisting of four 0.39-acre single-family detached lots. Also across the street north of the site is a 1.7-acre R-2 lot (single-family residential, minimum lot size 20,000 square feet/0.459 acre, obsolete zone district) that contains a single-family detached house.

South of the subject property, across E. Evans Place is a neighborhood of R-3 zoned (single-family, minimum lot size 12,500 square feet/0.287 acre, obsolete zone district) single-family detached residential homes on lots that range from 0.32 acres to 4.8 acres with the majority of lots being on the low end of the range.

East and abutting the subject property is a place of worship existing on a 3.77-acre lot zoned R-2 Residential and approved for religious use through a Use by Special Review.

West and abutting the subject property are R-2 zoned single-family detached residential homes on lots that range from 0.37 acres to 0.53 acres.

PROPOSAL

The applicant, Chambers Consulting, on behalf of the owner, Brad Lanser, has filed an application for a Preliminary Development Plan (PDP) known as Case # P14-010 which proposes rezoning an existing 0.73-acre lot known as Welch Subdivision, Filing 4, Lot 3, PIN #1973-27-2-05-029, located at 9445 E Evans Way, Denver CO 80231. This rezoning is part a larger plan to split the property into two lots and rezone those lots from R-2 to R-PSF. Details of the plat process are available in the staff report for the concurrent case P14-023 Minor Subdivision (MS) application, also being heard on this date.

BACKGROUND

The residential lots in this area, including the subject lots, were zoned R-2 (minimum lot size 0.459 acres) and R-3 (minimum lot size 0.287 acres) when the existing zoning was changed from A-1 Agricultural to R-2 and R-3 in 1961. Staff has no explanation for the fact that many lots in the surrounding R-2 zoned area west and north of this site do not meet the minimum lot size requirement, but it remains a fact that many of them do not.

This information is relevant in the context of this subdivision and PDP rezoning when considering the size of the proposed lots against the surrounding zoning. Despite the fact that much of the surrounding zoning is R-2, with a stated 0.459 minimum lot size, many of those R-2 zoned lots do not meet that requirement, and the stated R-2 minimum lot size loses validity when applied to an examination of lot size compatibility. The lots south and west of the site that are zoned R-3 do appear to meet the 0.287 acre minimum lot size specified for the R-3 zone district.

The applicant has proposed a Planned Unit Development (PUD) rezoning to Residential PUD – Single Family. This option was suggested by staff, as the R-2 and R-3 conventional zoning districts surrounding the subject property were declared “obsolete” by the County and are longer an option when rezoning property. The only option available to the applicant is a PUD process. The maximum allowable density of four dwelling units per acre for the R-PSF zone district results in an approximate minimum lot size of 0.25 acre. This is very close to the minimum lot size of the surrounding R-3 zoning, and not much smaller than many of the undersized lots in the surrounding R-2 zoning. The actual lot sizes proposed for Z14-010 will result in an overall average lot size of 0.365 acre, with the actual lots being 0.436 and 0.296 acre in size.

EXISTING CONDITIONS

The site currently consists of one 0.73 acre R-2 residential lot with one single family detached home on the property.

DISCUSSION

Type of Housing Allowed In the R-PSF Zone District

If approved, the proposed R-PSF zoning, as defined in Section 6-200 of the Land Development Code, would allow up to eight single-family dwelling units per acre, with principal permitted uses listed as single-family detached, single-family attached (townhome, cluster development, patio home) or a combination of the two. This PDP request specifically commits the proposal to two residential lots with one single family detached home each. There is no provision for more than the two lots indicated.

Parking

The PDP proposal pertains to two single-family residential lots. It is assumed that parking will be typical of this type of development and will occur in the garages, on the private driveways, and in the adjacent roadways as allowed on County roads that include provisions for parking in the public right of way in a manner that is similar to the surrounding neighborhood.

Density

The Arapahoe County Four Square Mile SubArea Plan (an element of the Comprehensive Plan) recommends single-family homes at densities ranging from 1 to 6 units per acre. If we assume that each lot will contain a single dwelling unit as allowed for by County zoning regulations and the proposed PDP, the *existing density* can be calculated by dividing the existing single lot by the 0.73 acre overall property size, resulting in a density of 1.36 units per acre. The proposed density can be calculated by dividing the proposed count of two lots by the overall property size of 0.73 acres, which results in a density of 2.73 units per acre. The proposed density complies with direction provided by the Four Square Mile SubArea Plan and is similar to the density of the surrounding neighborhoods.

Maximum Height

The applicant has proposed a maximum building height of 35 feet. Homes in the surrounding R-2 and R-3 zoning are limited to 25 feet, but the R-PSF PUD zoned property across the street north of the site has a 35-foot maximum building height that was approved with the Park at East Jewell Circle Final Development Plan (FDP) in 2005. Staff is recommending a compromise be made between the 25-foot and 35-foot heights on surrounding properties and is recommending a condition of approval that stipulates a 30-foot maximum building height to be specified on the approved PDP (to be amended prior to Mylar).

Compatibility with the Surrounding Area

The main focus of the staff review of this proposal was the compatibility of this proposal with the surrounding residential neighborhood. Please see other sections of this report for detailed analysis of specific compatibility issues.

ANALYSIS OF Z15-010 PDP APPLICATION

Staff review of this application included a comparison of the proposal to applicable policies and goals outlined in the Comprehensive Plan, a review of pertinent zoning regulations, local background activity, and an analysis of referral comments.

1. The Comprehensive Plan

The Arapahoe County Comprehensive Plan (Comp Plan) designates this site as “Urban Residential”. Urban Residential areas are anticipated to have “*residential development that is supported by neighborhood commercial centers with locally oriented shops and services typically including grocery stores, retail shops, convenience stores, personal and business services, offices, community facilities, and other uses designated to serve the local area.*” This plan proposes an increase from one to two homes within 1/2-mile of commercial uses such as the grocery store and other neighborhood commercial/retail services located along Parker Road. The applicant’s proposal for a small increase in overall local density meets this direction provided by the Comprehensive Plan. As previously addressed, the proposal is also consistent with the uses and density range recommended by the Four Square Mile SubArea Plan, which is an element of the Comprehensive Plan.

2. Land Development Code Review – PDP Z14-010

Section 13-100, *Planned Unit Development (P.U.D.)* of the Land Development Code, 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 thorough examination of the availability and capability of water, sewer, drainage, and transportation systems to serve present and future land uses.*

The site is located 400’ west of Parker Road which provides automobile access to the Greater Denver road network, and which hosts RTD mass transit bus service.

Water, sewer, and storm drainage utilities are present in the adjacent right of ways.

No right-of-way dedication is necessary for this proposal.

A “will serve” letter has been provided by the Cherry Creek Valley Water and Sanitation District and is included in this report.

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

This site exists in a neighborhood that is primarily residential, and this specific property also abuts the parking area for a place of worship existing on a 3.77-acre lot adjacent to Parker Road. Developing in a manner incompatible with nearby homes would have the greatest impact on the surrounding residential neighborhood, so staff focus is on compatibility with the surrounding residential uses.

The applicant has proposed single-family detached homes, which is the same use as that in place on the existing single-family residential lots north, south and west of the site.

The applicant has proposed front, side and rear setbacks that equal or exceed the setback requirements for the surrounding R-2 and R-3 zoning.

The applicant has proposed a maximum building height of 35 feet. Homes in the surrounding R-2 and R-3 zoning are limited to 25 feet, while the R-PSF PUD zoned property across the street north of the site has a 35’ maximum building height limit that was approved

with the Park at East Jewell Circle FDP in 2005. Staff is recommending a compromise be made, and is including a condition of approval that stipulates a 30' maximum building height.

The natural environment was replaced many years ago by a man made environment that was created by a variety of land altering uses. Examples of these uses would be keeping horses, goats, and other livestock or the cultivation of non-native plants either for agricultural production or the establishment of lawns. There are no remaining vestiges of the short grass and bunch grass prairie vegetation that would have occupied this area before permanent human settlement and occupation.

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

The proposal can be served by existing public services as evidenced by referral agency responses.

- 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 proposal is located within acceptable proximity to employment and retail centers. Numerous business including employment opportunities, and retail stores and services exist along Parker Road within one mile of this site.

- 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 County Engineering Services Division Review and referral agency responses do not indicate that the proposal has an atypical risk from natural and man-made hazards.

- 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.*

This two-lot single family home proposal does not require internal circulation infrastructure.

The proposal is close to RTD public transportation bus routes on Parker Road.

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

No significant physiographic features exist on or adjacent to this site.

- 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.*

Cash in lieu of schools and parks land dedication and other public purposes will be required to meet the demand created by the additional household, per section 14-111 Dedication Standards of the adopted Land Development Code. Cash-in-lieu fees must be paid prior to recording the plat for the subdivision of the property. Staff can assist the applicant with fee calculations based on the Land Development Code requirements.

The proposed PDP pertains to two (2) private single-family home lots and will not be providing any form of public or shared open space. The PDP does limit Lot 1 to a maximum lot coverage of 38% and Lot 2 to a maximum lot coverage of 31%.

The development site is located approximately 1/3 mile east of the Highline Canal Recreational Trail. The Highline Canal Trail is part of the Denver Urban Area network of trails and connects directly to many of the area’s significant bike/pedestrian trail corridors as well as regional park facilities.

Impacts to mountain views will be similar to impacts created by any of the wide variety of structures existing in the area, but the proposed 35-foot maximum building height will be taller than structures existing on adjacent properties. Staff is recommending a maximum building height of 30 feet, and will include a condition to this effect in this staff report. The 30-foot height was chosen because it transitions from the 35-foot maximum height approved in the Park at East Jewell Circle FDP (P03-007) north of the subject property and the 25-foot maximum height allowed in the existing R-2 and R-3 zoning south and west of the subject property.

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

Cash in lieu of schools and parks land dedication will be required to meet the demand created by the additional household, per section 14-111 Dedication Standards of the adopted Land Development Code.

The PDP criteria, just stated, must be addressed prior to approval of (a PDP) request, and are intended to provide clarity of purpose and direction for applicants, neighbors, concerned citizens, and Arapahoe County decision-makers.

3. Referral Comments

Comments received during the referral process are as follows: *All applicant or staff responses are in Italics.*

| | |
|-------------------------------------|------------------------------|
| ArapCo Assessor | No response |
| ArapCo Engineering | Comments have been addressed |
| ArapCo Mapping | Comments have been addressed |
| ArapCo Open Space | No response |
| ArapCo Sherriff | No concerns |
| ArapCo Zoning | Comments have been addressed |
| Cunningham Fire Protection District | Technical direction provided |
| US Post Office | No response |
| Cherry Creek School District no. 5 | No response |

| | |
|-------------------------------------|---|
| Arapahoe Library District | Requests a share of the monies collected |
| Tri-County Health Dept. | No comment |
| Four Square Mile Area Neighbors | Conditional objections - see the attached letter |
| Huntington Estates/Welch HOA | Originally opposed, but that opposition was withdrawn after review of revised plans |
| West Arapahoe Conservation District | No response |
| Century Link | No response |
| Xcel Energy | No response |
| Cherry Creek Water & San District | Two lots will require two water and sewer taps |
| Urban Drainage | No response |
| Division of Water Resources | A "will serve" is required, and has been provided |

STAFF FINDINGS

Staff has visited the site, reviewed the plans, supporting documentation, referral comments, and citizen input in response to this application. Based upon review of applicable policies and goals in the Comprehensive Plan, review of the development regulations and analysis of referral comments, our findings include:

1. The proposed Preliminary Development Plan (PDP) conforms to the overall goals and intent of the Arapahoe County Comprehensive Plan (adopted 2001 and more recently amended) and the Four Square Mile SubArea Plan, as adopted February 15, 2005, in regard to the policies set forth in those plans.
2. The proposed Z14-010 PDP is generally consistent with development standards enumerated in the Arapahoe County Land Development Code.
3. The proposed Z14-010 PDP complies with the process outlined in Chapter 13-100, Planned Unit Development of the Land Development Code.

RECOMMENDATION

Considering the findings and other information provided herein, Staff recommends approval of case numbers Z14-010 Welch Subdivision Preliminary Development Plan subject to the following conditions of approval:

1. Prior to signature of the final mylar copy of these plans, the applicant agrees to address Public Works Staff comments including concerns identified in the most recent Engineering Staff Report.
2. Building maximum height will be limited to 30'

DRAFT MOTIONS

Draft motions based on the Planning Commission recommendation are provided on the attached Board Summary Report

Attachments: Z14-010 Board Summary Report, Z14-010 Draft Motions, Application & Exhibits, Engineering Staff Report, Referral Comments

LETTER OF INTENT – PRELIMINARY DEVELOPMENT PLAN

and Rezoning of Lot 3, WELCH SUBDIVISION FOURTH FILING
Date: November 17, 2014 Case No. Q14-027

Property Owners: Brad and Sandy Lanser, 9445 East Evans Way,
Denver, CO 80231 Phone: 303-525-2282
Builder: Lanser Homes, Inc., same address and phone

Company Information:

- 1) Planning and Surveying representatives:
Chambers Consulting Inc., P.O. Box 339, Morrison, CO
80465 Phone: 303-697-0650
- 2) Engineering representatives:
Paragon Engineering Consultants, Inc.
7852 South Elati Street, Suite 106
Littleton, CO 80120 Phone: 303-794-8604

The project is located at 9445 E. Evans Way, Denver, CO 80231. The legal description is Lot 3, Welch Subdivision, 4th Filing, PIN #031267668; AIN No. 1973-27-2-05-029. The project area is 0.73 acres (31,847 square feet) and is currently zoned R-2. The intent is to create a building site utilizing the northern part of Lot 3.

The lot has access to two platted streets within the above named subdivision: East Evans Way, existing house faces that street; and East Jewell Circle, which would be a vacant parcel created upon approval of the subdivision and rezoning application. The lot facing East Jewell Circle would be a Single Family Residential use, as is the adjoining property to the north, south and west. The adjoining property to the east is the Muslim Center, addressed as 2071 South Parker Road.

Number of Dwelling Units: 2 total (1 existing, 1 proposed)
Type of Construction: wood frame, 2 story
Existing Zoning: R-2
Proposed Zoning: R-PSF
Minimum Lot Size: 0.296 Acres (12,875 SQ. FT.)
Dedicated Public ROW: None
Dedicated Open Space: None

Please contact Jamee Chambers, AICP as our representative for processing this case:

Chambers Consulting Inc.
805 Bear Creek Avenue, P.O. Box 339
Morrison, CO 80465-0339
Phone: 303-697-0650 E.mail: chaconinc@chamberscon.com

RECEIVED
NOV 20 2014
ARAPAHOE COUNTY
PLANNING DIVISION



ARAPAHOE COUNTY
COLORADO'S FIRST

Arapahoe County Public Works & Development
6924 South Lima St.
Centennial, Colorado 80112
Phone: 720-874-6500

BOARD OF COUNTY COMMISSIONERS HEARING ENGINEERING STATUS REPORT

Date: April 21, 2016

To: Board of County Commissioners

Via: Bill Skinner, Planning Division

Cc: Chuck Haskins, Division Manager, Engineering Services Division
Case File: Z14-001 & P14-023

From: Sarah White, Engineering Services Division

Re: Welch Subdivision 4th Filing, Lot 3 – Lanser Minor Subdivision
Z14-010 Preliminary Development Plan
P14-023 Minor Subdivision

Scope/Location:

Property owner, Brad Lanser, is requesting approval of the Minor Subdivision and Preliminary Development Plan of Welch Subdivision 4th Filing, Lot 3 – Lanser Minor Subdivision Project. The project proposes splitting existing lot 3 into 2 new lots. The southern lot will remain as is with no new improvements. The northern lot will be platted and zoned only.

The site is located within Welch Subdivision at the intersection of E Jewell Cir and S Parker Rd. The site lies within the Cherry Creek drainage basin.

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

1. Both existing and proposed lots will outfall to existing storm sewers connections within the area known as the Four Square Mile Area / Cherry Creek Drainage Basin.
2. This parcel lies within the Cherry Creek Drainage Basin, Basin 6. A fee of \$8,313/impervious acre has been established for the development in this watershed. Arapahoe County collects these fees at time of Final Development Plan.
3. This development lies within the boundaries of Southeast Metro Stormwater Authority (SEMSWA).
4. SEMSWA has issued a Memorandum of Design approval for Stormwater Facilities and has no further comments at this time.
5. Site accesses for both lots exist and no access changes are proposed or required.
6. All applicable Engineering fees have been paid.
7. No Engineering waivers or variances were requested or required at this time.
8. Please note that a Final Development Plan will be necessary, which will include all applicable technical reports and/or supporting documents.

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

1. The applicant agrees to address any outstanding minor comments per ESD Staff Report and redlines most recently dated March 4th, 2016.

CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT
2325 SOUTH WABASH STREET
DENVER, COLORADO 80231
(303) 755-4474

PAUL J. HANLEY, Chairman
MARK L. LAMPERT, Vice Chairman
WILLIAM M. MACPHEE, Secretary/Treasurer
FREDERICK L. NORMAN, Director
BRADLEY W. RASTALL, Director

AVAILABILITY OF SERVICE LETTER

April 4, 2016

Bill Skinner
Arapahoe County Public Works and Development
6924 South Lima Street
Centennial CO 80112

Re: Preliminary Development Plan P14-023, Subdivision Z14-010 for 9445 E Evans Way
Denver, CO 80231

The above referenced property is within the service area of the District. The District is a Master Meter Distributor for Denver Water. Water and sewer service is available subject to payment of all fees and the District's Rules and Regulations.

If you have any questions regarding this matter, please feel free to contact this office.

Sincerely,

CHERRY CREEK VALLEY WATER
AND SANITATION DISTRICT



John R. Warford
Manager



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

| | |
|---------------------------------|---|
| Case Number / Case Name: | Z14-010, WELCH SUBDIVISION #04 / LANSER MINOR SUBDIVISION / PRELIMINARY DEVELOPMENT PLAN P14-023, WELCH SUBDIVISION #04 / LANSER MINOR SUBDIVISION / MINOR SUBDIVISION |
| Planner: | BILL SKINNER |
| Engineer: | SARAH L WHITE |
| Date: | 12/22/2015 |
| Date to be returned: | 01/25/2016 |

| Arapahoe County Agencies | | | Citizen's Organizations | | |
|-------------------------------------|---|--|-------------------------------------|---|-----------------|
| <input checked="" type="checkbox"/> | Assessor / Arapahoe County | Karen Hart | <input type="checkbox"/> | CCNA-Cherry Creek Neighborhoods Ass. | |
| <input type="checkbox"/> | Attorney / Arapahoe County | Robert Hill | <input type="checkbox"/> | CECON-(Within Centennial) | |
| <input type="checkbox"/> | Building / Arapahoe County | Steve Byer | <input checked="" type="checkbox"/> | Four Square Mile Area | Mark Lampert |
| <input checked="" type="checkbox"/> | Engineering / Arapahoe County | Sarah White | <input checked="" type="checkbox"/> | Four Square Mile Neighborhoods | Paul Hanley |
| <input type="checkbox"/> | Mapping / Arapahoe County | Pat Hubert | | | |
| <input type="checkbox"/> | Oil & Gas / Arapahoe County | Diane Kocis | | | |
| <input checked="" type="checkbox"/> | Open Space / Arapahoe County | Roger Harvey | <input type="checkbox"/> | Deer Trail Conservation District | |
| <input checked="" type="checkbox"/> | Planning / Arapahoe County | Bill Skinner | <input checked="" type="checkbox"/> | West Arapahoe Conservation District | Tasha Chevarria |
| <input checked="" type="checkbox"/> | Sheriff / Arapahoe County | 1 to Brian McKnight 1 to Glenn Thompson | | | |
| <input type="checkbox"/> | Weed Control / Arapahoe County | Russell Johnson | <input 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 |
| Referral Agencies | | | <input type="checkbox"/> | | |
| <input type="checkbox"/> | Architectural Review Committee | | | | |
| <input type="checkbox"/> | Airport or Military Base | | | | |
| <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 type="checkbox"/> | XCEL | Donna George |
| <input type="checkbox"/> | County | | <input checked="" type="checkbox"/> | IREA | Donna George |
| <input type="checkbox"/> | DRCOG | | | | |
| <input checked="" type="checkbox"/> | Cunningham Fire District | Tyler Everitt | <input type="checkbox"/> | ACWWA | |
| <input type="checkbox"/> | Metro District | | <input type="checkbox"/> | U.S. Army Corp. of Engineer | Kiel Downing |
| <input checked="" type="checkbox"/> | Post Office Growth Coordinator | Jaime Hernandez | <input type="checkbox"/> | CCBWQA | |
| <input type="checkbox"/> | Reap I-70 Regional Economic Advancement Partnership | | <input checked="" type="checkbox"/> | Cherry Creek Valley Water & Sanitation District | John Warford |
| <input type="checkbox"/> | Recreation District / Park District (External) | | <input type="checkbox"/> | SEMSWA | Paul Danley |
| <input checked="" type="checkbox"/> | Cherry Creek School District 5 | Dave Strohfus | <input type="checkbox"/> | ECCVW&S | Chris Douglass |
| <input checked="" type="checkbox"/> | Arapahoe Library District | Janell Maccarrone | <input checked="" type="checkbox"/> | Urban Drainage | David Mallory |
| <input checked="" type="checkbox"/> | Tri-County Health Dept | Sheila Lynch | <input checked="" type="checkbox"/> | Division of Water Resources -- State Eng | Joanna Williams |
| <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>The Arapahoe library District requests a share of monies that may be required by the County in lieu of land.</i> | <i>Janell Maccarrone</i> |



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

| | |
|---------------------------------|---|
| Case Number / Case Name: | Z14-010, WELCH SUBDIVISION #04 / LANSER MINOR SUBDIVISION / PRELIMINARY DEVELOPMENT PLAN P14-023, WELCH SUBDIVISION #04 / LANSER MINOR SUBDIVISION / MINOR SUBDIVISION |
| Planner: | BILL SKINNER |
| Engineer: | SARAH L WHITE |
| Date: | 12/22/2015 |
| Date to be returned: | 01/25/2016 |

| Arapahoe County Agencies | | | Citizen's Organizations | | |
|-------------------------------------|---|--|--|---|-----------------|
| <input checked="" type="checkbox"/> | Assessor / Arapahoe County | Karen Hart | <input type="checkbox"/> | CCNA-Cherry Creek Neighborhoods Ass. | |
| <input type="checkbox"/> | Attorney / Arapahoe County | Robert Hill | <input type="checkbox"/> | CECON-(Within Centennial) | |
| <input type="checkbox"/> | Building / Arapahoe County | Steve Byer | <input checked="" type="checkbox"/> | Four Square Mile Area | Mark Lampert |
| <input checked="" type="checkbox"/> | Engineering / Arapahoe County | Sarah White | <input checked="" type="checkbox"/> | Four Square Mile Neighborhoods | Paul Hanley |
| <input checked="" type="checkbox"/> | Mapping / Arapahoe County | Pat Hubert | | | |
| <input type="checkbox"/> | Oil & Gas / Arapahoe County | Diane Kocis | | | |
| <input checked="" type="checkbox"/> | Open Space / Arapahoe County | Roger Harvey | <input type="checkbox"/> | Deer Trail Conservation District | |
| <input checked="" type="checkbox"/> | Planning / Arapahoe County | Bill Skinner | <input checked="" type="checkbox"/> | West Arapahoe Conservation District | Tasha Chevarria |
| <input checked="" type="checkbox"/> | Sheriff / Arapahoe County | 1 to Brian McKnight 1 to Glenn Thompson | | | |
| <input type="checkbox"/> | Weed Control / Arapahoe County | Russell Johnson | <input 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 |
| Referral Agencies | | | | | |
| <input type="checkbox"/> | Architectural Review Committee | | <input type="checkbox"/> | | |
| <input type="checkbox"/> | Airport or Military Base | | | | |
| <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 type="checkbox"/> | XCEL | Donna George |
| <input type="checkbox"/> | County | | <input checked="" type="checkbox"/> | IREA | Donna George |
| <input type="checkbox"/> | DRCOG | | | | |
| | | | Water / Sanitation / Stormwater / Wetlands | | |
| <input checked="" type="checkbox"/> | Cunningham Fire District | Tyler Everitt | <input type="checkbox"/> | ACWWA | |
| <input type="checkbox"/> | Metro District | | <input type="checkbox"/> | U.S. Army Corp. of Engineer | Kiel Downing |
| <input checked="" type="checkbox"/> | Post Office Growth Coordinator | Jaime Hernandez | <input type="checkbox"/> | CCBWQA | |
| <input type="checkbox"/> | Reap I-70 Regional Economic Advancement Partnership | | <input checked="" type="checkbox"/> | Cherry Creek Valley Water & Sanitation District | John Warford |
| <input type="checkbox"/> | Recreation District / Park District (External) | | <input type="checkbox"/> | SEMSWA | Paul Danley |
| <input checked="" type="checkbox"/> | Cherry Creek School District 5 | Dave Strohfus | <input type="checkbox"/> | ECCVW&S | Chris Douglass |
| <input checked="" type="checkbox"/> | Arapahoe Library District | Janell Maccarrone | <input checked="" type="checkbox"/> | Urban Drainage | David Mallory |
| <input checked="" type="checkbox"/> | Tri-County Health Dept | Sheila Lynch | <input checked="" type="checkbox"/> | Division of Water Resources – State Eng | Joanna Williams |
| <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 | Glenn Thompson – 12/22/15 |
| <input type="checkbox"/> | Have the following comments to make related to the case: | |
| | | |

January 25, 2016

Bill Skinner
Arapahoe County Planning Division
6924 S Lima St
Centennial CO 80112

RE: Welch Subdivision #4
Case No. Z14-010 & P14-023
TCHD Case No. 3758

Dear Mr. Skinner:

Thank you for the opportunity to review and comment on the Lanser Minor Subdivision and Preliminary Development Plan for Welch Subdivision #4 located at 9445 E. Evans Way. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable public and environmental health regulations and principles of healthy community design. After reviewing the application, TCHD has no comments.

Please feel free to contact me at (720) 200-1585 or lbroten@tchd.org if you have any questions.

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, Laura DeGolier, TCHD



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

| | |
|---------------------------------|---|
| Case Number / Case Name: | Z14-010, WELCH SUBDIVISION #04 / LANSER MINOR SUBDIVISION / PRELIMINARY DEVELOPMENT PLAN P14-023, WELCH SUBDIVISION #04 / LANSER MINOR SUBDIVISION / MINOR SUBDIVISION |
| Planner: | BILL SKINNER |
| Engineer: | SARAH L WHITE |
| Date: | 12/22/2015 |
| Date to be returned: | 01/25/2016 |

| Arapahoe County Agencies | | | Citizen's Organizations | | |
|-------------------------------------|---|--|-------------------------------------|---|-----------------|
| <input checked="" type="checkbox"/> | Assessor / Arapahoe County | Karen Hart | <input type="checkbox"/> | CCNA-Cherry Creek Neighborhoods Ass. | |
| <input type="checkbox"/> | Attorney / Arapahoe County | Robert Hill | <input type="checkbox"/> | CECON-(Within Centennial) | |
| <input type="checkbox"/> | Building / Arapahoe County | Steve Byer | <input checked="" type="checkbox"/> | Four Square Mile Area | Mark Lampert |
| <input checked="" type="checkbox"/> | Engineering / Arapahoe County | Sarah White | <input checked="" type="checkbox"/> | Four Square Mile Neighborhoods | Paul Hanley |
| <input checked="" type="checkbox"/> | Mapping / Arapahoe County | Pat Hubert | | | |
| <input type="checkbox"/> | Oil & Gas / Arapahoe County | Diane Kocis | | | |
| <input checked="" type="checkbox"/> | Open Space / Arapahoe County | Roger Harvey | <input type="checkbox"/> | Deer Trail Conservation District | |
| <input checked="" type="checkbox"/> | Planning / Arapahoe County | Bill Skinner | <input checked="" type="checkbox"/> | West Arapahoe Conservation District | Tasha Chevarria |
| <input checked="" type="checkbox"/> | Sheriff / Arapahoe County | 1 to Brian McKnight 1 to Glenn Thompson | | | |
| <input type="checkbox"/> | Weed Control / Arapahoe County | Russell Johnson | <input 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 |
| Referral Agencies | | | <input type="checkbox"/> | | |
| <input type="checkbox"/> | Architectural Review Committee | | | | |
| <input type="checkbox"/> | Airport or Military Base | | | | |
| <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 type="checkbox"/> | XCEL | Donna George |
| <input type="checkbox"/> | County | | <input checked="" type="checkbox"/> | IREA | Donna George |
| <input type="checkbox"/> | DRCOG | | | | |
| <input checked="" type="checkbox"/> | Cunningham Fire District | Tyler Everitt | <input type="checkbox"/> | ACWWA | |
| <input type="checkbox"/> | Metro District | | <input type="checkbox"/> | U.S. Army Corp. of Engineer | Kiel Downing |
| <input checked="" type="checkbox"/> | Post Office Growth Coordinator | Jaime Hernandez | <input type="checkbox"/> | CCBWQA | |
| <input type="checkbox"/> | Reap I-70 Regional Economic Advancement Partnership | | <input checked="" type="checkbox"/> | Cherry Creek Valley Water & Sanitation District | John Warford |
| <input type="checkbox"/> | Recreation District / Park District (External) | | <input type="checkbox"/> | SEMSWA | Paul Danley |
| <input checked="" type="checkbox"/> | Cherry Creek School District 5 | Dave Strohfus | <input type="checkbox"/> | ECCVW&S | Chris Douglass |
| <input checked="" type="checkbox"/> | Arapahoe Library District | Janell Maccarrone | <input checked="" type="checkbox"/> | Urban Drainage | David Mallory |
| <input checked="" type="checkbox"/> | Tri-County Health Dept | Sheila Lynch | <input checked="" type="checkbox"/> | Division of Water Resources – State Eng | Joanna Williams |
| <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: | <u>Tyler Everitt</u> |
| SEE ATTACHED***** | |



CUNNINGHAM FIRE PROTECTION DISTRICT

2015 SOUTH DAYTON STREET ♦ DENVER, CO 80247 ♦ Phone: (303) 755-9202
Fax: (303) 752-1857

Referral Comments

January 26, 2016

Bill Skinner
Arapahoe County Planning & Development
6924 S. Lima Street
Centennial, CO 80112

Re: P14-023, WELCH SUBDIVISION #04 / LANSER MINOR SUBDIVISION / MINOR
SUBDIVISION, CFPD Project 15-705-1009

Mr. Skinner:

The Fire District has reviewed the preliminary development plan for the above referenced case for compliance with the *2009 International Fire Code (IFC)* as adopted by the Cunningham Fire Protection District. The Fire District supports this case for approval with the following conditions:

- Buildings and facilities
Approved fire apparatus access roads shall be provided for every building. The fire apparatus access road shall comply with the requirements of the IFC and shall extend to within 150 feet (45 720 mm) of all portions of the building and all portions of the exterior walls of the first story of the building as measured by an *approved* route around the exterior of the building. When the new building is built on the lot 2 off E Jewell it has to be within 150ft to all sides or additional access may need to be added.
- Hydrant Location
Hydrant location shall be submitted to the Cunningham Fire Protection District to illustrate the existing hydrants on the road. The existing hydrant location shall meet the requirements of the *2009 International Fire Code*. *If hydrants are not within proper distance a hydrant may need to be added.*
- Fire Lanes – If additional access is required fire lanes shall be posted and entered into the Arapahoe County Fire Lane Program.

If you need any additional information or have any questions, please contact me at (303) 338-4204. The Fire Prevention Bureau fax number is (303) 337-7971.

Sincerely,
Tyler Everitt
Deputy Fire Marshal



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

Case Number / Case Name: Z14-010, WELCH SUBDIVISION #04 / LANSER MINOR SUBDIVISION / PRELIMINARY DEVELOPMENT PLAN
 P14-023, WELCH SUBDIVISION #04 / LANSER MINOR SUBDIVISION / MINOR SUBDIVISION

Planner: BILL SKINNER
Engineer: SARAH L WHITE
Date: 12/22/2015
Date to be returned: 01/25/2016

| Arapahoe County Agencies | | | Citizen's Organizations | | |
|-------------------------------------|---|--|-------------------------------------|---|-----------------|
| <input checked="" type="checkbox"/> | Assessor / Arapahoe County | Karen Hart | <input type="checkbox"/> | CCNA-Cherry Creek Neighborhoods Ass. | |
| <input type="checkbox"/> | Attorney / Arapahoe County | Robert Hill | <input type="checkbox"/> | CECON-(Within Centennial) | |
| <input type="checkbox"/> | Building / Arapahoe County | Steve Byer | <input checked="" type="checkbox"/> | Four Square Mile Area | Mark Lampert |
| <input checked="" type="checkbox"/> | Engineering / Arapahoe County | Sarah White | <input checked="" type="checkbox"/> | Four Square Mile Neighborhoods | Paul Hanley |
| <input type="checkbox"/> | Mapping / Arapahoe County | Pat Hubert | | | |
| <input type="checkbox"/> | Oil & Gas / Arapahoe County | Diane Kocis | | | |
| <input checked="" type="checkbox"/> | Open Space / Arapahoe County | Roger Harvey | <input type="checkbox"/> | Deer Trail Conservation District | |
| <input checked="" type="checkbox"/> | Planning / Arapahoe County | Bill Skinner | <input checked="" type="checkbox"/> | West Arapahoe Conservation District | Tasha Chevarria |
| <input checked="" type="checkbox"/> | Sheriff / Arapahoe County | 1 to Brian McKnight 1 to Glenn Thompson | | | |
| <input type="checkbox"/> | Weed Control / Arapahoe County | Russell Johnson | <input 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 |
| Referral Agencies | | | <input type="checkbox"/> | | |
| <input type="checkbox"/> | Architectural Review Committee | | | | |
| <input type="checkbox"/> | Airport or Military Base | | | | |
| <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 type="checkbox"/> | XCEL | Donna George |
| <input type="checkbox"/> | County | | <input checked="" type="checkbox"/> | IREA | Donna George |
| <input type="checkbox"/> | DRCOG | | | | |
| <input checked="" type="checkbox"/> | Cunningham Fire District | Tyler Everitt | <input type="checkbox"/> | ACWWA | |
| <input type="checkbox"/> | Metro District | | <input type="checkbox"/> | U.S. Army Corp. of Engineer | Kiel Downing |
| <input checked="" type="checkbox"/> | Post Office Growth Coordinator | Jaime Hernandez | <input type="checkbox"/> | CCBWQA | |
| <input type="checkbox"/> | Reap I-70 Regional Economic Advancement Partnership | | <input checked="" type="checkbox"/> | Cherry Creek Valley Water & Sanitation District | John Warford |
| <input type="checkbox"/> | Recreation District / Park District (External) | | <input type="checkbox"/> | SEMSWA | Paul Danley |
| <input checked="" type="checkbox"/> | Cherry Creek School District 5 | Dave Strohfus | <input type="checkbox"/> | ECCVW&S | Chris Douglass |
| <input checked="" type="checkbox"/> | Arapahoe Library District | Janell Maccarrone | <input checked="" type="checkbox"/> | Urban Drainage | David Mallory |
| <input checked="" type="checkbox"/> | Tri-County Health Dept | Sheila Lynch | <input checked="" type="checkbox"/> | Division of Water Resources – State Eng | Joanna Williams |
| <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>Lot 2 needs sewer and water taps.</i> | |



COLORADO
Division of Water Resources
Department of Natural Resources

1313 Sherman Street, Room 821
Denver, CO 80203

January 4, 2015

Bill Skinner
Arapahoe County Planning Division
6924 S. Lima Street
Centennial, CO 80112
Transmitted via email: WSkinner@arapahoegov.org

**RE: Welch Subdivision Filing 11-Rezoning and Preliminary Development Plan
Case nos. Z14-010 and P14-023
NW1/4, Sec. 27, T4S, R67W, 6th P.M.
Water Division 1, Water District 8**

Dear Mr. Skinner:

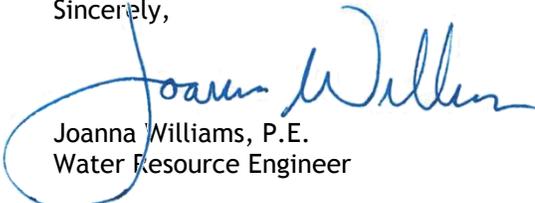
We have reviewed the information received by this office on December 22, 2015 regarding the above referenced referral. The Applicant is proposing rezone and subdivide a 0.73-acre parcel described as Lot 3, Filing 4, Welch Subdivision into two single-family residential lots.

Estimated water requirements were not provided for this subdivision. In addition, no information was provided regarding a proposed water supply, however according to our records the proposed subdivision is located within the Cherry Creek Valley Water and Sanitation District (“District”) boundary. A letter of commitment for service from the District was not provided. Prior to further evaluation of the project a water supply plan must be included along with a report from the District documenting the amount of water which can be supplied to the proposed development without causing injury to existing water rights. Details of necessary information to be included in the subdivision water supply plan can be found on Attachments A and C of the Updated Memorandum Regarding Subdivisions, available online at: <http://water.state.co.us/groundwater/GWAdmin/Pages/SubdivisionWSP.aspx>.

Since insufficient information was provided in this referral, we cannot comment on the potential for injury to existing water rights or the adequacy of the proposed water supply under the provisions of Section 30-28-136(1)(h)(II), C.R.S.

If you or the applicant has any questions regarding this matter, please contact Ioana Comaniciu of this office.

Sincerely,



Joanna Williams, P.E.
Water Resource Engineer

cc: Subdivision File #23751





Paul J. Hanley, President
Huntington Estates-Welch Homeowners Association, Inc.
2083 S. Alton Way
Denver, Colorado 80231
(303) 839-3861
phanley@spencerfane.com

January 25, 2016

Via Email

Mr. Bill Skinner
Arapahoe County Planning

Re: **Z14-010, WELCH SUBDIVISION #04 / LANSER MINOR SUBDIVISION /
PRELIMINARY DEVELOPMENT PLAN; P14-023, WELCH SUBDIVISION #04 /
LANSER MINOR SUBDIVISION / MINOR SUBDIVISION**

Dear Bill:

On behalf of Huntington Estates Homeowners Association Inc. we oppose the above-referenced PDP application on the basis that the lot width and lot size are incompatible with the surrounding neighborhood.

This proposal involves the subdivision of a .73 acre lot in the Welch Subdivision into two lots—one with an existing single family lot with .436 acres and an undeveloped lot of .296 acres. The front of this proposed irregularly shaped (trapezoidal) lot on Jewell Circle has a width of only 50 feet. The footprint for the proposed single family residence has a setback from Jewell Circle of only 25 feet. The lot width at the front building line is only approximately 61 feet.

This parcel is currently zoned R-2 Residential. Section 3-107 of the Land Development Code provides that the *minimum* lot width for R-2 Residential is 75 feet. Thus, the proposed subdivided lot fails to meeting existing *minimum* zoning standards for lot width by 14 feet.

Section 3-107 also provides for a minimum lot area of 20,000 square feet. The proposed subdivided lot would be 12,875 square feet. Accordingly, the proposed lot fails to meet existing requirements for lot width and lot size. In addition, the front setback just scrapes by with exactly the minimum 25 feet for R-2 Residential.

The Welch Subdivision was initially subdivided in the 1940s with very large lots. Most of those initial large lots have been further subdivided into somewhat smaller lots, but virtually all of these subdivided lots in the Welch Subdivision meet the 75-foot lot width requirement and many meet the 20,000 square foot lot area requirement.

Most of the homes now existing in Welch were built about the time adjacent Huntington Estates was developed in the 1960s and 1970s. The combined Huntington Estates-Welch neighborhood shares typical attributes of custom single family homes built at the time on lot sizes ranging from about .35 acres to .55 acres. As a result of the size of the single family lots, much of the lot areas of the homes in the combined neighborhood consists of lawns, mature trees, and other extensive landscaping, resulting in a very classic, suburban ambiance.

The single family homes adjacent and nearby the proposed new lot all meet the R-2 Residential lot width requirement of 75 feet. The adjacent parcels to the west have lot areas of .48 acres and .53 acres respectively. All nearby lots in the Welch Subdivision have lot areas of at least .35 acres, larger than the proposed lot.

Quite simply, by having a minimum front set back equal to the minimum 25 feet and failing to meet the minimum lot width requirement of 75 feet and the minimum lot size of 20,000 square feet, this single lot will be out of character with the nearby and adjacent houses in the Welch Subdivision. This makes it incompatible and inconsistent with the existing neighborhood. It would also create a poor precedent for potential future subdivisions of lots in the Welch neighborhood, thus adversely affecting the existing character and existing zoning upon which current residents purchased their properties.

We have conveyed these concerns to Brad Lanser. We have offered to compromise on the lot area requirements, if either (a) the minimum lot width requirement of 75 feet for R-2 zoning is met, or (b) the front setback of the lot is increased so that the front building line of the house would be located 10 feet to the south of the front building line of the existing single family home located immediately to the west, which 9420 E. Jewell Circle.

We may have additional comments as the plans become more definite.

Sincerely yours,

Huntington Estates Homeowners Association, Inc.



Paul J. Hanley, President

cc: Board of Directors, Huntington Estates Homeowners Association, Inc.
Four Square Mile Neighborhoods, Mark Lampert

Bill Skinner

From: Hanley, Paul J. <PHanley@spencerfane.com>
Sent: Wednesday, April 20, 2016 3:06 PM
To: Bill Skinner
Subject: RE: Fwd: Lanser subdivision - HOA letter of no objection requirements

You are welcome. I should have withdrawn the objection sooner, but I forgot to do it.

Paul

Paul J. Hanley
Spencer Fane LLP
1700 Lincoln St. | Suite 2000 | Denver, Colorado 80203
(303) 839-3861 | phanley@spencerfane.com

From: Bill Skinner [mailto:WSkinner@arapahoegov.com]
Sent: Wednesday, April 20, 2016 2:43 PM
To: Hanley, Paul J.
Subject: RE: Fwd: Lanser subdivision - HOA letter of no objection requirements

Thanks Paul,

I figured you and I could work through it quicker than running it through all the channels.

Bill Skinner, AICP
Arapahoe County Public Works - Planning Division
6924 S. Lima Street
Centennial, CO, 80112
720-874-6650
bskinner@arapahoegov.com

Land Development Code available online at :

<http://co-arapahoecounty.civicplus.com/index.aspx?nid=620>

From: Hanley, Paul J. [mailto:PHanley@spencerfane.com]
Sent: Wednesday, April 20, 2016 1:44 PM
To: Bill Skinner <WSkinner@arapahoegov.com>
Cc: BRAD G LANSER <lanserhomes@msn.com>; CHAMBERS CONSULTING, INC. <chaconinc@chamberscon.com>
Subject: RE: Fwd: Lanser subdivision - HOA letter of no objection requirements

Bill,

The objections of the Huntington Estates/Welch Homeowners Association, Inc. are hereby withdrawn with respect to the Lanser subdivision PDP.

Paul Hanley,
President

Paul J. Hanley

PRELIMINARY DEVELOPMENT PLAN WELCH SUBDIVISION FILING NO. 11

A Minor Subdivision of Lot 3, WELCH SUBDIVISION FOURTH FILING
in the NW 1/4 of Section 27, T4S, R67W of the 6th P.M.,
County of Arapahoe, State of Colorado

STANDARD NOTES:

THE OWNERS, DEVELOPERS AND/OR SUBDIVIDERS OF THE MINOR SUBDIVISION KNOWN AS WELCH SUBDIVISION FILING NO. 11, 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 ROADWAY(S) 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.

DRAINAGE LIABILITY:

IT IS THE POLICY OF ARAPAHOE COUNTY THAT IT DOES NOT AND WILL NOT ASSUME LIABILITY OF THE DRAINAGE FACILITIES DESIGNED AND/OR CERTIFIED BY PARAGON ENGINEERING, INC. ARAPAHOE COUNTY REVIEWS DRAINAGE PLANS PURSUANT TO COLORADO REVISED STATUTES TITLE 30, ARTICLE 28, BUT CANNOT, ON BEHALF OF BRAD G. LANSER AND SANDY D. LANSER OR LANSER HOMES, INC. GUARANTEE THAT FINAL DRAINAGE DESIGN REVIEW WILL ABSOLVE BRAD G. LANSER AND SANDY D. LANSER OR LANSER HOMES, INC. 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 PARAGON ENGINEERING, INC'S DRAINAGE DESIGN.

LANDSCAPE 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 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.

PLAT HISTORY:

WELCH SUBDIVISION - FOURTH FILING DATED SEPTEMBER 22, 1969
AT PLAT BOOK 20, PAGE 8

AMENDMENTS: NONE

PAGE 1 OF 3
CASE NO. Z14-010

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 FLOW) 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 DRAINAGE WAY PLANS (SECTION 3.4 OF THE ARAPAHOE COUNTY STORM WATER MANAGEMENT MANUAL) OR AS REQUIRED BY THE COUNTY AND DESIGNATED IN THE PHASE III DRAINAGE REPORT.

SPECIFIC NOTES:

FOUR SQUARE MILE AREA NOTE:

- A) TO INCLUDE SAID DEVELOPMENT WITHIN A SPECIAL DISTRICT FOR THE PURPOSE OF PARTICIPATING IN THE CONSTRUCTION OF NECESSARY OFFSITE IMPROVEMENTS AT THE TIME OF APPROVAL OF FINAL DEVELOPMENT PLANS.
- B) TO COOPERATE WITH OTHER OWNERS OF OTHER PARCELS AND/OR SPECIAL DISTRICTS IN OFF-SITE ROADWAY AND OPEN SPACE IMPROVEMENTS AS NECESSITATED BY DEVELOPMENT IMPACTS AS MAY BE DETERMINED BY THE BOARD OF COUNTY COMMISSIONERS.
- C) TO INCLUDE SAID DEVELOPMENT IN A MASTER DRAINAGE IMPROVEMENT DISTRICT IF SUCH A DISTRICT IS FORMED.

PRIVATE OPEN SPACE:

- A) THE PRIVATE PARK SITE, IF SHOWN ON THIS PLAT OR PLAN SHALL BE MAINTAINED IN PERPETUITY BY THE OWNER(S), HOMEOWNER'S ASSOCIATION, AND/OR ENTITY OTHER THAN ARAPAHOE COUNTY.
- B) BUILDING PERMITS WILL BE ISSUED FOR ONLY ONE-HALF OF THE LOTS IN THIS SUBDIVISION UNTIL THE PARK FACILITIES HAVE BEEN INSTALLED IN ACCORDANCE WITH THE APPROVED PLAN.
- C) WHEN A PROJECT CONSISTS OF ONE LOT, THE PRIVATE PARK SHALL BE INSTALLED PRIOR TO THE CERTIFICATE OF OCCUPANCY.

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.

DRAINAGE:

ALL DRAINAGE, DETENTION POND AND STORM SEWER EASEMENTS SHOWN HEREON BURDEN AND RUN WITH ALL LANDS DESCRIBED IN THIS PLAT TO THE BENEFIT OF ARAPAHOE COUNTY AND ITS ASSIGNS AND ARE BINDING UPON THE OWNERS AND THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS. THE EASEMENTS ARE GOVERNED BY THE TERMS AND CONDITIONS OF ARAPAHOE COUNTY'S STORMWATER AND DRAINAGE REGULATIONS AND STANDARDS AND ALL TERMS AND CONDITIONS OF RECORD, INCLUDING THOSE RECORDED ON JUNE 5, 1997 AT RECEPTION NUMBER A7066570, AS THOSE REGULATIONS, STANDARDS, TERMS AND CONDITIONS EXIST AT THE TIME OF COUNTY APPROVAL OF THIS DOCUMENT AND AS THEY MAY BE AMENDED FROM TIME TO TIME.

PUBLIC USE EASEMENT:

ALL PUBLIC USE EASEMENTS SHOWN HEREON BURDEN AND RUN WITH ALL LANDS DESCRIBED IN THIS PLAT TO THE BENEFIT OF ARAPAHOE COUNTY AND ITS ASSIGNS, AND ARE BINDING UPON THE OWNERS AND THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS. THE PUBLIC USE EASEMENTS ARE GOVERNED BY THE TERMS AND CONDITIONS OF ARAPAHOE COUNTY'S EASEMENT REGULATIONS AND STANDARDS AND ALL TERMS AND CONDITIONS OF RECORD, IF ANY, AS THOSE REGULATIONS, STANDARDS, TERMS AND CONDITIONS EXIST AT THE TIME OF COUNTY APPROVAL OF THIS DOCUMENT AND AS THEY MAY BE AMENDED FROM TIME TO TIME.

CERTIFICATE OF OWNERSHIP

WE, BRAD G. LANSER AND SANDY D. LANSER HEREBY AFFIRM THAT WE ARE THE OWNER(S) OR AUTHORIZED AGENTS OF ALL INDIVIDUALS HAVING OWNERSHIP INTEREST IN THE PROPERTY DESCRIBED HEREIN, KNOWN AS PRELIMINARY DEVELOPMENT PLAN FOR WELCH, COUNTY OF ARAPAHOE, STATE OF COLORADO, CONTAINING 0.732 ACRES (MORE OR LESS) HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO TWO LOTS AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF WELCH SUBDIVISION FILING NO. 11, CASE NO. P14-022.

EXECUTED THIS _____ DAY OF _____ A.D., 20____.

BRAD G. LANSER

SANDY D. LANSER

STATE OF COLORADO))
)) SS
COUNTY OF _____))
THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D., 20____.

BY: _____ AS
OF _____ AN AUTHORIZED SIGNATORY.

BY: _____
NOTARY PUBLIC

WITNESS MY HAND AND SEAL
MY COMMISSION EXPIRES: _____
ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

LEGAL DESCRIPTION:

Lot 3, WELCH SUBDIVISION
FOURTH FILING,
County of Arapahoe,
State of Colorado

SURVEYOR'S CERTIFICATION:

I, LAWRENCE G. CHAMBERS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE BY ME AND UNDER MY DIRECT SUPERVISION AND THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY ON FEBRUARY 14, 2014.

LAWRENCE G. CHAMBERS, PLS
COLORADO REGISTRATION NO. 16099

NOTE:
EACH LOT WILL BE REQUIRED TO OBTAIN APPROVAL OF A FINAL DEVELOPMENT PLAN (FDP) PER THE APAPAHOE COUNTY LAND DEVELOPMENT CODE REQUIREMENTS PRIOR TO THE ADDITIONAL DEVELOPMENT OR ISSUING OF BUILDING PERMITS.

STANDARD CERTIFICATES:

BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS,
THIS _____ DAY OF _____, A.D., 20____.

CHAIR

ATTEST:

PLANNING COMMISSION RECOMMENDATION:

NOT RECOMMENDED/RECOMMENDED BY THE APAPAHOE COUNTY PLANNING
COMMISSION, THIS _____ DAY OF _____ AD. 20____.

CHAIR

COUNTY CLERK AND RECORDER'S CERTIFICATE

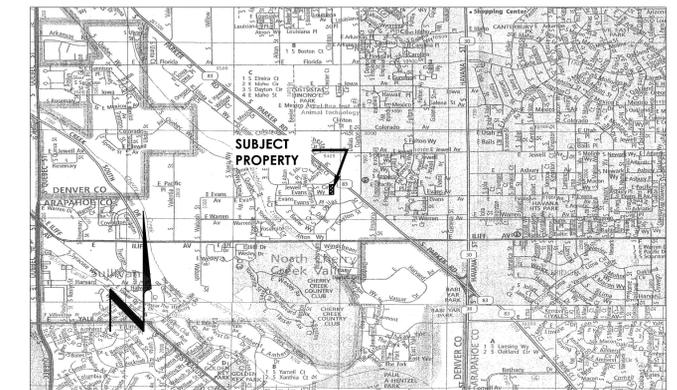
THIS PLAN OR PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY
CLERK AND RECORDER OF ARAPAHOE COUNTY AT _____ A.M.(P.M.) ON THE
____ DAY OF _____ A.D., 20____ IN

BOOK _____, PAGE _____, MAP _____, RECEPTION NO. _____

COUNTY CLERK AND RECORDER

BY: _____
DEPUTY

VICINITY MAP



SCALE: 1 INCH = 2000 FT.

WELCH SUBDIVISION FILING NO. 11

CHAMBERS CONSULTING INC.

STREET ADDRESS: 805 BEAR CREEK AVENUE
MAIL: P.O. BOX 339, MORRISON, CO 80465-0339
303-697-0650 chaconinc@chamberscon.com

| | | |
|--|---|--|
| COUNTY: ARAPAHOE file name: LANSER | DATE: 3-24-2014 REVISION: 12-15-2015 REVISION: 02-11-2016 | DRAWN BY: LGC & JARC DRAWING NO.: <b style="font-size: 1.5em;">1118 |
|--|---|--|

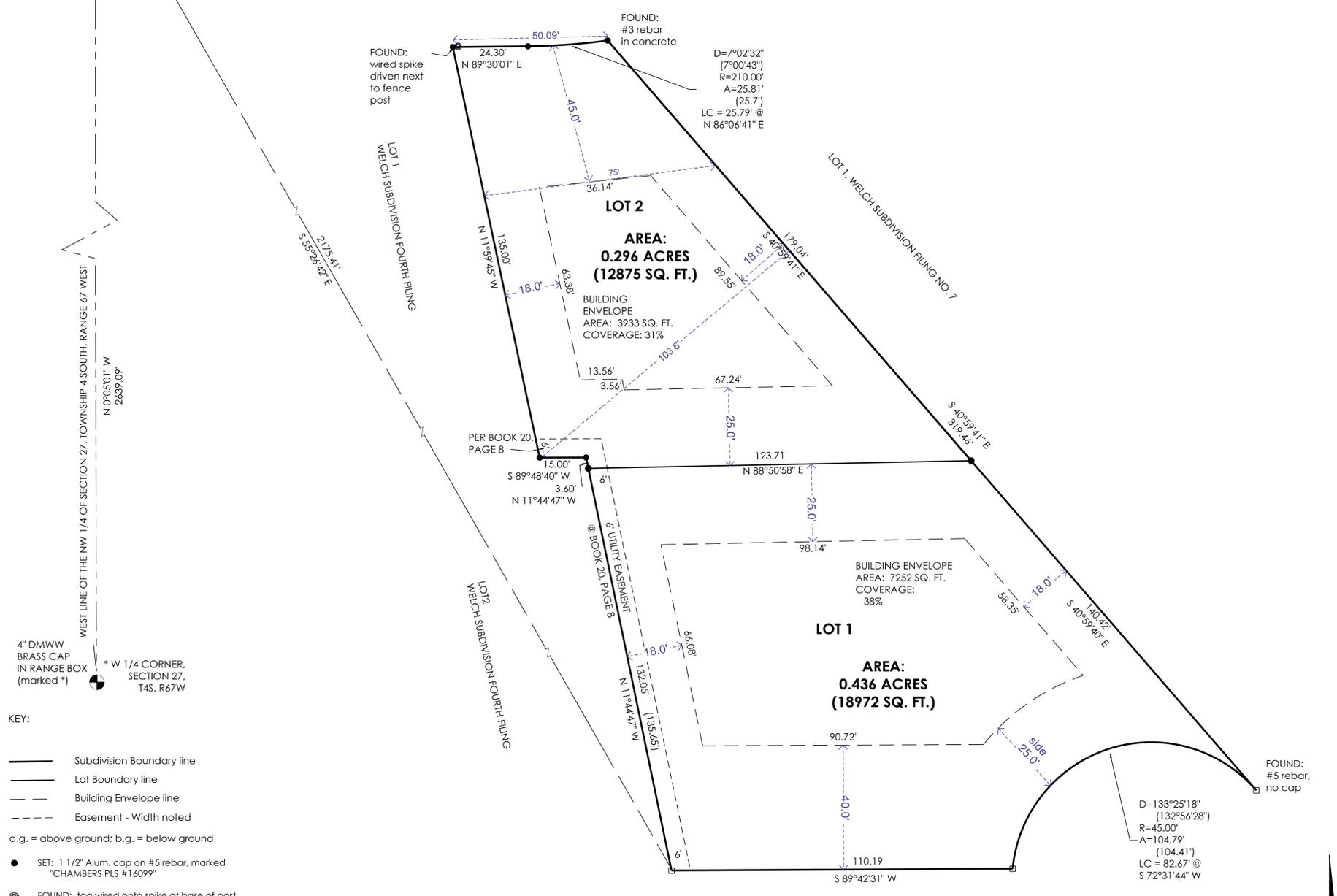
PRELIMINARY DEVELOPMENT PLAN FOR WELCH SUBDIVISION FILING NO. 11

A Subdivision of Lot 3, WELCH SUBDIVISION FOURTH FILING in the NW 1/4 of Section 27, T4S, R67W of the 6th P.M., County of Arapahoe, State of Colorado

3 1/4" alum. cap marked: (section I.D.)* LS #24968

NW CORNER, NW 1/4, SEC. 27, T4S, R67W

EAST JEWELL CIRCLE
60' WIDE ROW @ PLAT BOOK 9, PAGE 2

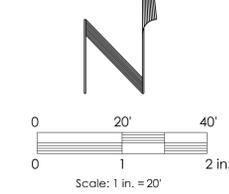


- KEY:**
- Subdivision Boundary line
 - Lot Boundary line
 - - - Building Envelope line
 - - - Easement - Width noted
- a.g. = above ground; b.g. = below ground
- SET: 1 1/2" Alum. cap on #5 rebar, marked "CHAMBERS PLS #16099"
 - ⊙ FOUND: tag wired onto spike at base of post
 - FOUND: #4 rebar, no cap; other rebar described by size, no caps
 - FOUND: #4 rebar with illegible yellow plastic cap
- (00.00') Dimension from Welch Subdivision Fourth Filing

SUBDIVISION INFORMATION:
WELCH SUBDIVISION FOURTH FILING,
FILED SEPTEMBER 22, 1969
ARAPAHOE COUNTY CLERK
AMENDMENTS: NONE

PAGE 2 OF 3:
CASE NO. **Z14-010**

EAST EVANS WAY
25' WIDE ROW
(AS PLATTED 1/2 OF ROW OF "EAST EVANS AVENUE"
WELCH SUBDIVISION FOURTH FILING
@ PLAT BOOK 20, PAGE 8)
60' WIDE ROW, PLAT BOOK 9, PAGE 2



LEGAL DESCRIPTION:

Lot 3, WELCH SUBDIVISION
FOURTH FILING,
County of Arapahoe,
State of Colorado

SURVEYOR'S CERTIFICATION:

I, Lawrence G. Chambers, a licensed Professional Land Surveyor in the State of Colorado hereby certify that the survey represented by this plat was made by me and under my direct supervision and the monuments shown hereon actually exist and this plat accurately represents said survey on February 14, 2014.

Lawrence G. Chambers, PLS
Colorado Registration No. 16099

NOTES:

- 1) EACH LOT WILL BE REQUIRED TO OBTAIN APPROVAL OF A FINAL DEVELOPMENT PLAN (FDP) PER THE ARAPAHOE COUNTY LAND DEVELOPMENT CODE REQUIREMENTS PRIOR TO THE ADDITIONAL DEVELOPMENT OR ISSUING OF BUILDING PERMITS.
- A) STORM SEWER SYSTEM AND THE WATER QUALITY DETENTION FACILITY, IF NECESSARY, WILL BE DESIGNED WITH THE PHASE III DRAINAGE REPORT AND THE FINAL DEVELOPMENT PLAN.
- B) THE WATER QUALITY AND DETENTION FACILITY, IF NECESSARY, SHALL BE PLACED WITHIN AN EASEMENT AT THE TIME OF THE FINAL DEVELOPMENT PLAN.
- 2) FLOOD INFORMATION: THIS SITE IS NOT WITHIN A DESIGNATED FEMA FLOODPLAIN AS DETERMINED BY THE FLOOD INSURANCE RATE MAP (FIRM) #08005C0167K, DATED DEC. 17, 2010. THE PROPERTY IS WITHIN ZONE X = AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD.

LAND AND DEVELOPMENT CHART

| | | |
|---|---------------------------------------|---------------------------------------|
| GROSS LAND AREA: 0.73 ACRES (31,847 SQ. FT.) | | |
| NET LAND AREA: 0.73 ACRES (31,847 SQ. FT.) | | |
| CURRENT ZONE DISTRICT: R-2 | | |
| PROPOSED ZONE DISTRICT: R-PSF | | |
| MINIMUM LOT SIZE: | LOT 1 0.436 ACRES (18,972 SQ. FT.) | LOT 2 0.296 ACRES (12,875 SQ. FT.) |
| LOT FRONTAGE WIDTH: | 110.19' | 50.09' |
| MAXIMUM LOT COVERAGE: | 38% | 31% |
| FRONT SETBACKS: | 40' | 45' |
| REAR SETBACKS: | 25' | 25' |
| SIDE AT CUL DE SAC: | 25' | N/A |
| SIDE SETBACKS: | 18' | 18' |
| DWELLING UNITS | 1 EXISTING | 1 PROPOSED |
| TYPE: | SINGLE FAMILY RESIDENTIAL, DETACHED | SINGLE FAMILY RESIDENTIAL, DETACHED |
| HEIGHT: | NOT TO EXCEED 35' | 35' |
| BLDG. SEPARATION: 50' BETWEEN EXISTING AND PROPOSED BUILDINGS | | |
| DEDICATED PUBLIC RIGHT OF WAY: NONE | | |
| DEDICATED OPEN SPACE: NONE | | |

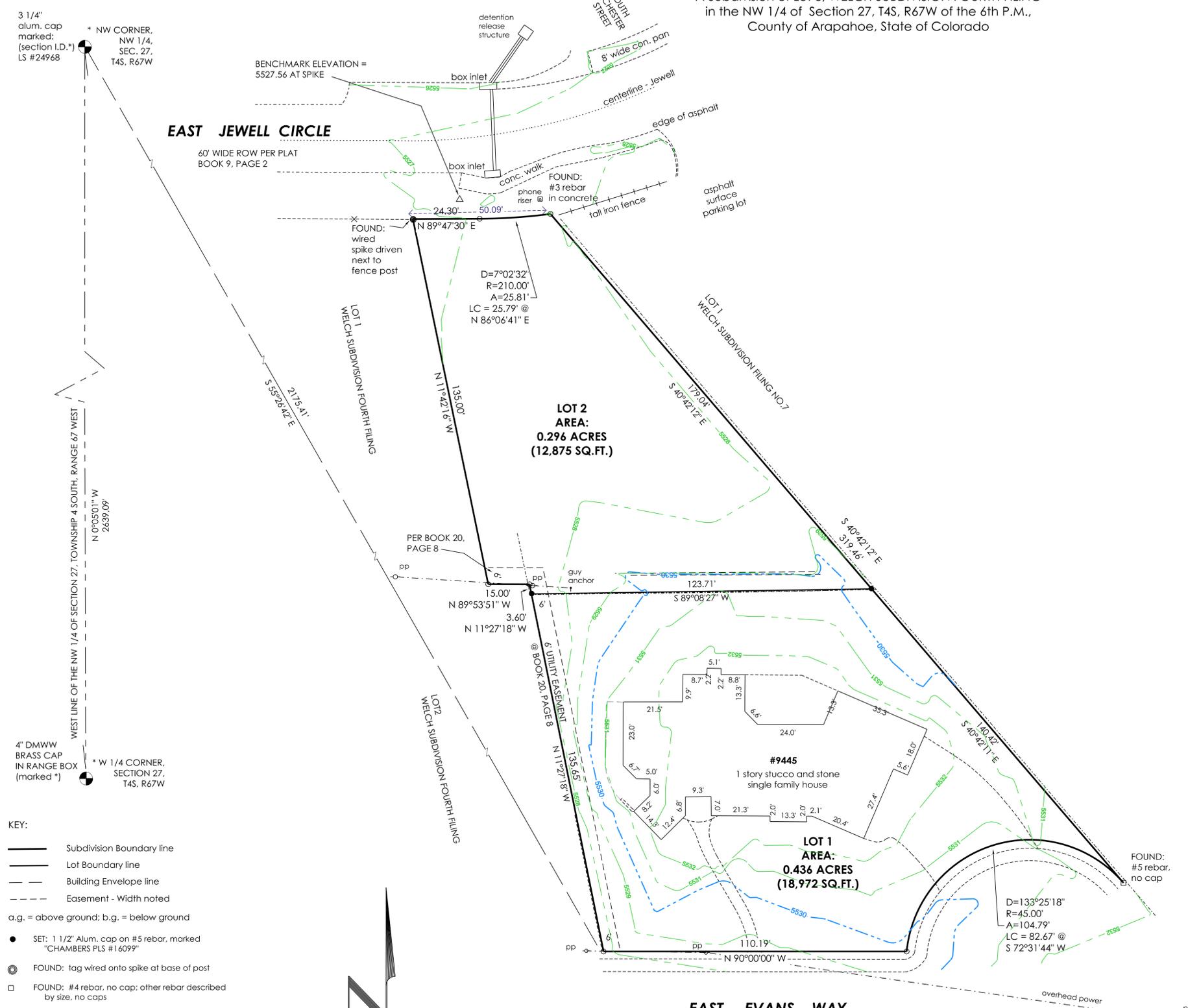
WELCH SUBDIVISION FILING NO. 11

CHAMBERS CONSULTING INC.
STREET ADDRESS: 805 BEAR CREEK AVENUE
MAIL: P.O. BOX 339, MORRISON, CO 80465-0339
303-697-0650 chaconinc@chamberscon.com

| | | |
|--|---|-----------------------------|
| SCALE: 1 INCH = 20 FEET | DATE: 3-24-2014 REVISION: 12-15-2015 | DRAWN BY: LGC & JARC |
| COUNTY: ARAPAHOE file name: LANSER | REV: 01-08-2016 - Sec. Line REV: 02-11-2016 REV: 02-22-2016 | DRAWING NO.: 1118 |

PRELIMINARY DEVELOPMENT PLAN FOR WELCH SUBDIVISION FILING NO. 11

A Subdivision of Lot 3, WELCH SUBDIVISION FOURTH FILING
in the NW 1/4 of Section 27, T4S, R67W of the 6th P.M.,
County of Arapahoe, State of Colorado



LEGAL DESCRIPTION:

Lot 3, WELCH SUBDIVISION
FOURTH FILING
County of Arapahoe,
State of Colorado

ONE FOOT CONTOUR INTERVALS

DATUM:
CITY OF AURORA MARKER ON INLET AT EAST
CURBLINE OF PARKER ROAD AT 75' SOUTHEASTERLY
OF DAYTON STREET = 5540.75
WHICH MATCHES A CDOT BM ON A DITCH HEAD-
WALL AT THE SOUTHWESTERLY SIDE OF PARKER
ROAD, ACROSS FROM THE DAYTON STREET
INTERSECTION = 5540.62 NGVD 29

BENCHMARK DATA PROVIDED BY GREG HEIN
@ ARAPAHOE COUNTY ENGINEERING ON 8-5-2014

NOTES:

1) EACH LOT WILL BE REQUIRED TO OBTAIN APPROVAL OF A
FINAL DEVELOPMENT PLAN (FDP) PER THE ARAPAHOE
COUNTY LAND DEVELOPMENT CODE REQUIREMENTS PRIOR
TO THE ADDITIONAL DEVELOPMENT OR ISSUING OF BUILDING
PERMITS.

A) STORM SEWER SYSTEM AND THE WATER QUALITY DETENTION
FACILITY, IF NECESSARY, WILL BE DESIGNED WITH THE PHASE III
DRAINAGE REPORT AND THE FINAL DEVELOPMENT PLAN.

B) THE WATER QUALITY AND DETENTION FACILITY, IF NECESSARY,
SHALL BE PLACED WITHIN AN EASEMENT AT THE TIME OF THE
FINAL DEVELOPMENT PLAN.

2) FLOOD INFORMATION: THIS SITE IS NOT WITHIN A DESIGNATED
FEMA FLOODPLAIN AS DETERMINED BY THE FLOOD INSURANCE
RATE MAP (FIRM) #08005CO167K, DATED DEC. 17, 2010. THE
PROPERTY IS WITHIN ZONE X = AREA DETERMINED TO BE OUTSIDE
THE 0.2% ANNUAL CHANCE FLOOD.

LAND AND DEVELOPMENT CHART

| | | |
|---|---|---------------------------------------|
| GROSS LAND AREA: 0.73 ACRES (31,847 SQ.FT.) | | |
| NET LAND AREA: 0.73 ACRES (31,847 SQ.FT.) | | |
| CURRENT ZONE DISTRICT: R-2 | | |
| PROPOSED ZONE DISTRICT: R-PSF | | |
| MINIMUM LOT SIZE: | LOT 1 0.436 ACRES (18,972 SQ. FT.) | LOT 2 0.296 ACRES (12,875 SQ. FT.) |
| LOT FRONTAGE WIDTH: | 110.19' | 50.09' |
| MAXIMUM LOT COVERAGE: | 38% | 31% |
| FRONT SETBACKS: | 40' | 45' |
| REAR SETBACKS: | 25' | 25' |
| SIDE AT CUL DE SAC: | 25' | N/A |
| SIDE SETBACKS: | 18' | 18' |
| DWELLING UNITS: | 1 EXISTING | 1 PROPOSED |
| TYPE: | SINGLE FAMILY RESIDENTIAL, DETACHED | SINGLE FAMILY RESIDENTIAL, DETACHED |
| HEIGHT: | NOT TO EXCEED 35' | 35' |
| BLDG. SEPARATION: | 50' BETWEEN EXISTING AND PROPOSED BUILDINGS | |
| DEDICATED PUBLIC RIGHT OF WAY: NONE | | |
| DEDICATED OPEN SPACE: NONE | | |

WELCH SUBDIVISION FILING NO. 11

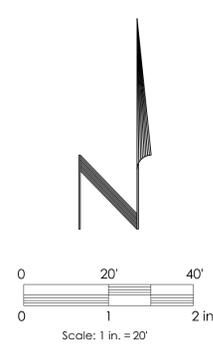
CHAMBERS CONSULTING INC.
STREET ADDRESS: 805 BEAR CREEK AVENUE
MAIL: P.O. BOX 339, MORRISON, CO 80465-0339
303-697-0650 chaconinc@chamberscon.com

| | | |
|--|--|-----------------------------|
| SCALE: 1 INCH = 20 FEET | DATE: 3-24-2014 REVISION: 12-15-2015 | DRAWN BY: LGC & JARC |
| COUNTY: ARAPAHOE file name: LANSER | REV: 01-08-2016 - Sec. Line REV: 02-11-2016 | DRAWING NO.: 1118 |

- KEY:**
- Subdivision Boundary line
 - Lot Boundary line
 - Building Envelope line
 - - - Easement - Width noted
- a.g. = above ground; b.g. = below ground
- SET: 1 1/2" Alum. cap on #5 rebar, marked "CHAMBERS PLS #16099"
 - ⊙ FOUND: tag wired onto spike at base of post
 - FOUND: #4 rebar, no cap; other rebar described by size, no caps
 - FOUND: #4 rebar with illegible yellow plastic cap
- (00.00') Distance from Welch Subdivision Fourth Filing

SUBDIVISION INFORMATION:
WELCH SUBDIVISION FOURTH FILING,
FILED SEPTEMBER 22, 1969
ARAPAHOE COUNTY CLERK
AMENDMENTS: NONE

PAGE 2 OF 3:
CASE NO. **214-010**



EAST EVANS WAY
25' WIDE ROW (PLATTED ON WELCH SUBDIVISION FOURTH FILING)
60' WIDE ROW (WHERE ADDITIONAL ROW DEDICATED @ BOOK 9, PAGE 2)

△ BENCHMARK ELEVATION = 5527.08'
AT SPIKE AT BACK OF WALK ON
SOUTH SIDE OF E. EVANS WAY



Board Summary Report

Date: April 29, 2016
To: Board of County Commissioners
Through: Jason Reynolds, Current Planning Program Manager
From: Bill Skinner, Senior Planner
Subject: Case # P14-023 Lanser Minor Subdivision

Request and Recommendation

The applicant, Chambers Consulting, on behalf of the owner, Brad Lanser, has filed an application for a Minor Subdivision known as Case # P14-023 which proposes subdivision of a 0.73-acre lot located at 9445 E Evans Way.

The existing 0.73-acre lot is larger than most, but not all, of the surrounding residential lots. The two lots proposed in the Minor Subdivision will be 0.436 and 0.296 acre in size. The resulting lots will be neither the largest nor the smallest lots in the neighborhood. Approval of this Minor Subdivision application would change the density for this property from the existing density of 1.36 units per acre to 2.73 units per acre. The proposed density complies with direction provided by the Four Square Mile SubArea Plan and is similar to the density of the surrounding neighborhood. The applicant has taken reasonable measures to provide setbacks and building envelopes that provide compatibility with nearby residential lots.

Background

The property was originally subdivided as Lot 3 of the Welch Subdivision.

Staff Recommendation: The applicant made adjustments to the original proposal to respond to Staff and Neighborhood HOA concerns. Staff is recommending approval of the Minor Subdivision as amended with conditions of approval being:

1. Prior to signature of the final mylar copy of these plans, the applicant agrees to address Public Works Staff comments including concerns identified in the most recent Engineering Staff Report.
2. Approval of this Minor Subdivision is contingent on approval of concurrent Preliminary Development Plan application Case # Z14-010.

Planning Commission Hearing and Recommendation: The P14-023 Minor Subdivision application was considered at a public hearing before the Planning Commission on April 19, 2016. One member of the public attended the hearing but did not wish to speak. The Planning Commission discussed the proposed setbacks in relation to stated HOA concerns, which have subsequently been withdrawn by the HOA based on changes to the related Preliminary Development Plan.

Planning Commission voted 5-0 to recommend approval of the Minor Subdivision (Planning Commissioner Chaffin recused herself from the hearing; she lives near the site). No additional conditions were recommended.

Links to Align Arapahoe

If approved this request may:

1. "Foster a healthy and vibrant community" by enabling options for additional housing in an established neighborhood.
2. "Improve the County's economic environment" by generating jobs during construction of the new home.

Alternatives

The Board of County Commissioners has three alternatives:

1. Approve the applications with Conditions of Approval.
2. Continue to a date certain for more information.
3. Deny the application.

Fiscal Impact

This request may have some positive fiscal impact on the County depending on the value of development occurring on the property.

Concurrence

The Arapahoe County PWD Staff and the Planning Commission have recommended approval of application P14-023, based on the following findings:

1. The proposed Minor Subdivision conforms to the overall goals and intent of the Arapahoe County Comp Plan in regards to the policies set forth in those plans.
2. The proposed Minor Subdivision complies with the process outlined in Chapter 13-100, PUD of the LDC.
3. The proposed Minor Subdivision is in substantial conformance with the concurrently proposed underlying Lanser PDP, Case No. Z14-010.

Reviewed By: Bill Skinner Jason Reynolds, Jan Yeckes, Dave Schmit, Todd Weaver, Bob Hill

DRAFT MOTIONS for Welch # 04 Preliminary Development Plan, Case # Z14-023

Conditional Approval

In the Case of P14-023 Lanser Minor Subdivision, the Commissioners have read the staff report. We find ourselves in agreement with staff findings 1 through 3, including all plans and attachments as set forth in the staff report dated April 21, 2016, and approve this application, subject to the following conditions:

1. Prior to signature of the final mylar copy of these plans, the applicant agrees to address Public Works Staff comments.
2. Approval of this Minor Subdivision is contingent on approval of concurrent Preliminary Development Plan application Case # Z14-010.

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

Denial:

In the Case of P14-023 Lanser Minor Subdivision, the Commissioners have read the staff report, including all plans and attachments as set forth in the staff report dated April 21, 2016, and **deny** this application, based on the following findings:

1. *State new or amended findings in support of Denial as part of the motion.*
2. ...

Continue to Date Certain: In the Case of P14-023 Lanser Minor Subdivision, I move to continue the hearing to [date], 9:30 a.m., to obtain additional information and to further consider the information presented.

PLAT APPROVAL (MINOR SUBDIVISION)

RESOLUTION NO. It was moved by Commissioner and duly seconded by Commissioner to approve the Final Plat for Lanser Minor Subdivision, Case No. P14-023 a minor subdivision. Said approval is subject to applicant agreeing to adhere to any and all Arapahoe County staff recommendations and/or conditions of approval as set forth within the record and/or as determined by the Board on this date, including:

1. Prior to signature of the final mylar copy of these plans, the applicant agrees to address Public Works Staff comments.
2. Approval of this Minor Subdivision is contingent on approval of concurrent Preliminary Development Plan application Case # Z14-010.

Subject to review and approval of the Final Plat mylar by the Arapahoe County Public Works and Development Department, including the Planning, Support Services and Land Development Services Divisions, and the County Attorney's Office, the Chair of the Board is hereby authorized to sign said mylar 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.

WELCH SUBDIVISION FILING NO. 11

A Subdivision of Lot 3, WELCH SUBDIVISION FOURTH FILING
in the NW 1/4 of Section 27, T4S, R67W of the 6th P.M.,
County of Arapahoe, State of Colorado

STANDARD NOTES:

THE OWNERS, DEVELOPERS AND/OR SUBDIVIDERS OF THE SUBDIVISION KNOWN AS WELCH SUBDIVISION FILING NO. 11, 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 ROADWAY(S) 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.

DRAINAGE LIABILITY:

IT IS THE POLICY OF ARAPAHOE COUNTY THAT IT DOES NOT AND WILL NOT ASSUME LIABILITY OF THE DRAINAGE FACILITIES DESIGNED AND/OR CERTIFIED BY PARAGON ENGINEERING, INC. ARAPAHOE COUNTY REVIEWS DRAINAGE PLANS PURSUANT TO COLORADO REVISED STATUTES TITLE 30, ARTICLE 28, BUT CANNOT, ON BEHALF OF BRAD G. LANSER AND SANDY D. LANSER OR LANSER HOMES, INC. GUARANTEE THAT FINAL DRAINAGE DESIGN REVIEW WILL ABSOLVE BRAD G. LANSER AND SANDY D. LANSER OR LANSER HOMES, INC. 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 PARAGON ENGINEERING, INC'S DRAINAGE DESIGN.

LANDSCAPE 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 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.

PLAT HISTORY:

WELCH SUBDIVISION - FOURTH FILING DATED SEPTEMBER 22, 1969
AT PLAT BOOK 20, PAGE 8

AMENDMENTS: NONE

PAGE 1 OF 2
CASE NO. **P14-023**

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 FLOW) 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 DRAINAGE WAY PLANS (SECTION 3.4 OF THE ARAPAHOE COUNTY STORM WATER MANAGEMENT MANUAL) OR AS REQUIRED BY THE COUNTY AND DESIGNATED IN THE PHASE III DRAINAGE REPORT.

SPECIFIC NOTES:

FOUR SQUARE MILE AREA NOTE:

- A) TO INCLUDE SAID DEVELOPMENT WITHIN A SPECIAL DISTRICT FOR THE PURPOSE OF PARTICIPATING IN THE CONSTRUCTION OF NECESSARY OFFSITE IMPROVEMENTS AT THE TIME OF APPROVAL OF FINAL DEVELOPMENT PLANS.
- B) TO COOPERATE WITH OTHER OWNERS OF OTHER PARCELS AND/OR SPECIAL DISTRICTS IN OFF-SITE ROADWAY AND OPEN SPACE IMPROVEMENTS AS NECESSITATED BY DEVELOPMENT IMPACTS AS MAY BE DETERMINED BY THE BOARD OF COUNTY COMMISSIONERS.
- C) TO INCLUDE SAID DEVELOPMENT IN A MASTER DRAINAGE IMPROVEMENT DISTRICT IF SUCH A DISTRICT IS FORMED.

PRIVATE OPEN SPACE:

- A) THE PRIVATE PARK SITE, IF SHOWN ON THIS PLAT OR PLAN SHALL BE MAINTAINED IN PERPETUITY BY THE OWNER(S), HOMEOWNER'S ASSOCIATION, AND/OR ENTITY OTHER THAN ARAPAHOE COUNTY.
- B) BUILDING PERMITS WILL BE ISSUED FOR ONLY ONE-HALF OF THE LOTS IN THIS SUBDIVISION UNTIL THE PARK FACILITIES HAVE BEEN INSTALLED IN ACCORDANCE WITH THE APPROVED PLAN.
- C) WHEN A PROJECT CONSISTS OF ONE LOT, THE PRIVATE PARK SHALL BE INSTALLED PRIOR TO THE CERTIFICATE OF OCCUPANCY.

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.

DRAINAGE:

ALL DRAINAGE, DETENTION POND AND STORM SEWER EASEMENTS SHOWN HEREON BURDEN AND RUN WITH ALL LANDS DESCRIBED IN THIS PLAT TO THE BENEFIT OF ARAPAHOE COUNTY AND ITS ASSIGNS AND ARE BINDING UPON THE OWNERS AND THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS. THE PUBLIC USE EASEMENTS ARE GOVERNED BY THE TERMS AND CONDITIONS OF ARAPAHOE COUNTY'S EASEMENT REGULATIONS AND STANDARDS AND ALL TERMS AND CONDITIONS OF RECORD, INCLUDING THOSE RECORDED ON JUNE 5, 1997 AT RECEPTION NUMBER A7066570, AS THOSE REGULATIONS, STANDARDS, TERMS AND CONDITIONS EXIST AT THE TIME OF COUNTY APPROVAL OF THIS DOCUMENT AND AS THEY MAY BE AMENDED FROM TIME TO TIME.

PUBLIC USE EASEMENT:

ALL PUBLIC USE EASEMENTS SHOWN HEREON BURDEN AND RUN WITH ALL LANDS DESCRIBED IN THIS PLAT TO THE BENEFIT OF ARAPAHOE COUNTY AND ITS ASSIGNS, AND ARE BINDING UPON THE OWNERS AND THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS. THE PUBLIC USE EASEMENTS ARE GOVERNED BY THE TERMS AND CONDITIONS OF ARAPAHOE COUNTY'S EASEMENT REGULATIONS AND STANDARDS AND ALL TERMS AND CONDITIONS OF RECORD, IF ANY, AS THOSE REGULATIONS, STANDARDS, TERMS AND CONDITIONS EXIST AT THE TIME OF COUNTY APPROVAL OF THIS DOCUMENT AND AS THEY MAY BE AMENDED FROM TIME TO TIME.

CERTIFICATE OF DEDICATION AND OWNERSHIP

THE UNDERSIGNED CERTIFIES TO AND FOR THE BENEFIT OF THE BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY, THAT AS OF THE DATE SET FORTH BELOW AND THE DATE OF RECORDING OF THIS DOCUMENT, THE UNDERSIGNED CONSTITUTE ALL OF THE OWNERS OF THE PROPERTY WHICH IS THE SUBJECT OF THIS PLAT, THAT THE UNDER-SIGNED HAVE GOOD RIGHT AND FULL POWER TO CONVEY, ENCUMBER AND SUBDIVIDE SAME, AND THAT THE PROPERTY IS FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES, EASEMENTS AND RIGHTS-OF-WAY EXCEPT THE EASEMENTS AND RIGHTS-OF-WAY DEPICTED ON THIS PLAT, AND THE LIENS HELD BY OTHER SIGNATORIES TO THIS DOCUMENT. IN THE EVENT OF A DEFECT IN SAID TITLE WHICH BREACHES THE WARRANTIES IN THIS CERTIFICATE, THE UNDERSIGNED, JOINTLY AND SEVERALLY, AGREE(S) TO REMEDY SUCH DEFECT UPON DEMAND BY ARAPAHOE COUNTY, WHICH REMEDY SHALL NOT BE DEEMED EXCLUSIVE.

KNOW ALL MEN BY THESE PRESENTS, THAT BRAD G. LANSER AND SANDY D. LANSER BEING THE OWNER(S), MORTGAGEE, OR LIEN HOLDERS OF CERTAIN LANDS IN ARAPAHOE COUNTY, COLORADO, DESCRIBED AS FOLLOWS: LOT 3, WELCH SUBDIVISION, FOURTH FILING, COUNTY OF ARAPAHOE, STATE OF COLORADO, CONTAINING 0.732 ACRES (MORE OR LESS) HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO TWO LOTS AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF WELCH SUBDIVISION FILING NO. 11, AND DO HEREBY DEDICATE AND CONVEY TO ARAPAHOE COUNTY, COLORADO, AND WARRANTS TITLE TO SAME, FOR THE USE OF THE PUBLIC, THE STREETS AND OTHER PUBLIC WAYS AND LANDS SHOWN HEREON, AND DO HEREBY DEDICATE TO ARAPAHOE COUNTY, COLORADO, AND APPROPRIATE UTILITY COMPANIES AND EMERGENCY ASSISTANCE ENTITIES, THE EASEMENTS AS SHOWN HEREON FOR THE PURPOSES, STATED.

EXECUTED THIS _____ DAY OF _____ A.D., 20____.

BRAD G. LANSER

SANDY D. LANSER

STATE OF COLORADO)
) SS
COUNTY OF _____)
THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D., 20____.

BY: _____ AS _____
OF _____ AN AUTHORIZED SIGNATORY.

BY: _____
NOTARY PUBLIC

WITNESS MY HAND AND SEAL
MY COMMISSION EXPIRES: _____
ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

LEGAL DESCRIPTION:

Lot 3, WELCH SUBDIVISION
FOURTH FILING,
County of Arapahoe,
State of Colorado

SURVEYOR'S CERTIFICATION:

I, LAWRENCE G. CHAMBERS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE BY ME AND UNDER MY DIRECT SUPERVISION AND THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY ON FEBRUARY 14, 2014.

I FURTHER CERTIFY THAT THE DIMENSIONS, LOCATIONS AND OTHER INFORMATION REGARDING RECORDED RIGHTS-OF-WAY AND EASEMENTS WERE DERIVED FROM COPIES OF THE ACTUAL RECORDED DOCUMENTS. THE UNDERSIGNED SURVEYOR DID NOT PERSONALLY SEARCH THE PUBLIC RECORDS TO DETERMINE THE RECORDED RIGHTS-OF-WAY AND EASEMENTS AFFECTING THE PROPERTY, BUT INSTEAD RESEARCH WAS OBTAINED FROM FIRST AMERICAN TITLE INSURANCE COMPANY, AT COMMITMENT NO. NOV-CO 359895, DATED NOVEMBER 5, 2014. THE RESEARCH IS BELIEVED TO BE RELIABLE, COMPLETE AND CORRECT, AND IS NOT CONTRADICTED BY ANY OTHER INFORMATION KNOWN TO THIS SURVEYOR. THIS DISCLOSURE IS PROVIDED TO COMPLY WITH 38-51-106, C.R.S. AND FOR NO OTHER PURPOSE.

LAWRENCE G. CHAMBERS, PLS
COLORADO REGISTRATION NO. 16099

STANDARD CERTIFICATES:

BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS,
THIS _____ DAY OF _____, A.D., 20____.

CHAIR

ATTEST:

COUNTY CLERK AND RECORDER'S CERTIFICATE

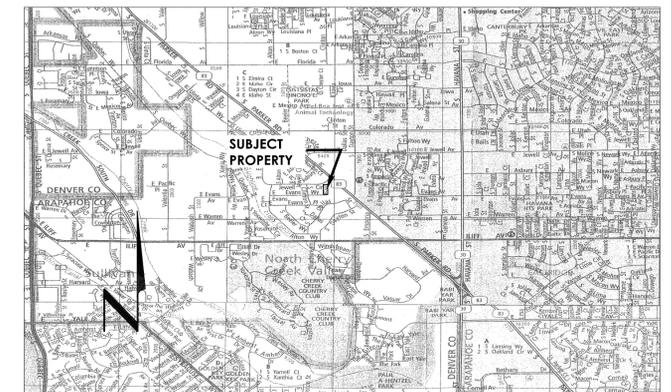
THIS PLAN OR PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ARAPAHOE COUNTY AT _____ A.M.(P.M.) ON THE _____ DAY OF _____ A.D., 20____ IN

BOOK _____, PAGE _____, MAP _____, RECEPTION NO. _____

COUNTY CLERK AND RECORDER

BY: _____
DEPUTY

VICINITY MAP



SCALE: 1 INCH = 2000 FEET

WELCH SUBDIVISION FILING NO. 11

CHAMBERS CONSULTING INC.

STREET ADDRESS: 805 BEAR CREEK AVENUE
MAIL: P.O. BOX 339, MORRISON, CO 80465-0339
303-697-0650 chaconinc@chamberscon.com

| | | |
|--|---|-----------------------------|
| SCALE: 1 INCH = 15 FEET | DATE: 3-24-2014 REVISION: 11-30-2015 | DRAWN BY: LGC & JARC |
| COUNTY: ARAPAHOE file name: LANSER | REVISION: 02-11-2016 | DRAWING NO.: 1118 |

WELCH SUBDIVISION FILING NO. 11

A Subdivision of Lot 3, WELCH SUBDIVISION FOURTH FILING
in the NW 1/4 of Section 27, T4S, R67W of the 6th P.M.,
County of Arapahoe, State of Colorado

LEGAL DESCRIPTION:

Lot 3, WELCH SUBDIVISION
FOURTH FILING,
County of Arapahoe,
State of Colorado

SURVEYOR'S CERTIFICATION:

I, Lawrence G. Chambers, a licensed Professional
Land Surveyor in the State of Colorado hereby certify
that the survey represented by this plat was made by me
and under my direct supervision and the monuments shown
hereon actually exist and this plat accurately represents
said survey on February 14, 2014.

Lawrence G. Chambers, PLS
Colorado Registration No. 16099

GENERAL NOTES:

1) EACH LOT WILL BE REQUIRED TO OBTAIN APPROVAL
OF A FINAL DEVELOPMENT PLAN (FDP) PER THE
ARAPAHOE COUNTY LAND DEVELOPMENT CODE
REQUIREMENTS PRIOR TO THE ADDITIONAL
DEVELOPMENT OR ISSUING OF BUILDING PERMITS.

2) All easements shown hereon are from the plat of Welch
Subdivision Fourth Filing and are to remain as dedicated by
that instrument filed September 22, 1969 in Plat Book 20,
Page 8.

3) According to Colorado law you must commence any legal
action based upon any defect in this survey within three years
after you first discover such defect. In no event may any action
based upon any defect in this survey be commenced more
than ten years from the date of the certification above.

4) FLOOD INFORMATION: This site is not within a designated
FEMA floodplain as determined by the Flood Insurance Rate Map
(FIRM) #08005CO167K dated Dec. 17, 2010. The property is within
Zone X = area determined to be outside the 2% annual chance
floodplain.

5) Any person who knowingly removes, alters or defaces any public
land survey monument or land boundary monument or accessory,
commits a Class Two (2) Misdemeanor pursuant to Colorado State
Statute CRS 18-4-508.TEXT

AREA AND DEVELOPMENT CHART:

GROSS LAND AREA: 0.73 ACRES (31,847 SQ.FT.)
NET LAND AREA: 0.73 ACRES (31,847 SQ.FT.)
CURRENT ZONE DISTRICT: R-2
PROPOSED ZONE DISTRICT: R-PSF

| | LOT 1 | LOT 2 |
|------------------------------------|------------------------------|------------------------------------|
| MINIMUM LOT SIZE: | 0.436 ACRES (18,972 SQ. FT.) | 0.296 ACRES (12,875 SQ. FT.) |
| LOT FRONTAGE WIDTH: | 110.19' | 50.09' |
| MAXIMUM LOT COVERAGE: | 45% | 31% |
| FRONT/REAR SETBACKS: | 25' | 25' |
| SIDE SETBACKS: | 18' | 18' |
| DWELLING UNITS | 1 EXISTING | 1 PROPOSED |
| DETACHED SINGLE FAMILY RESIDENTIAL | | SINGLE FAMILY RESIDENTIAL DETACHED |
| HEIGHT: | 35' | 35' |

BLDG. SEPARATION: 50' BETWEEN EXISTING AND PROPOSED BUILDINGS

DEDICATED PUBLIC RIGHT OF WAY: NONE
DEDICATED OPEN SPACE: NONE

WELCH SUBDIVISION FILING NO. 11

CHAMBERS CONSULTING INC.

STREET ADDRESS: 805 BEAR CREEK AVENUE
MAIL: P.O. BOX 339, MORRISON, CO 80465-0339
303-697-0650 chaconinc@chamberscon.com

| | | |
|---|--|-----------------------------|
| SCALE: 1 INCH = 20 FEET | DATE: 3-24-2014 REVISION: 12-15-2015 | DRAWN BY: LGC & JARC |
| COUNTY: ARAPAHOE file name: LANSEER | REV: 01-08-2016 Sec. Line REVISION: 2-11-2016 | DRAWING NO.: 1118 |

EAST JEWELL CIRCLE

60' WIDE ROW
@ BOOK 9, PAGE 2

FOUND:
#3 rebar
in concrete

FOUND:
wired spike
driven next
to fence
post

LOT 2
AREA:
0.296 ACRES
(12,875 SQ. FT.)

LOT 1
AREA:
0.436 ACRES
(18,972 SQ. FT.)

EAST EVANS WAY

25' WIDE ROW
(AS PLATTED 1/2 OF ROW OF "EAST EVANS AVENUE"
WELCH SUBDIVISION FOURTH FILING
@ PLAT BOOK 20, PAGE 8)
60' WIDE ROW, PLAT BOOK 9, PAGE 2

3 1/4"
alum. cap
marked:
(Section I.D.)
LS #24968

* NW CORNER,
NW 1/4,
SEC. 27,
T4S, R67W

4" DMWW
BRASS CAP
IN RANGE BOX,
(marked *)

* W 1/4 CORNER,
SECTION 27,
T4S, R67W

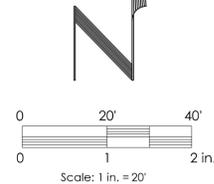
KEY:

- Subdivision Boundary line
- Lot Boundary line
- - - Easement - width noted

- SET: 1 1/2" Alum. cap on #5 rebar, marked "CHAMBERS PLS #16099"
- ⊙ FOUND: tag wired onto spike at base of post
- FOUND: #4 rebar, no cap; other rebar described by size, no caps
- FOUND: #4 rebar with illegible yellow plastic cap
- (00.00') Distance from Welch Subdivision Fourth Filing

SUBDIVISION INFORMATION:
WELCH SUBDIVISION FOURTH FILING,
FILED SEPTEMBER 22, 1969
ARAPAHOE COUNTY CLERK
AMENDMENTS: NONE

PAGE 2 OF 2
CASE NO. **P14-023**



ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING
May 10, 2016
9:30 A.M.

SUBJECT: P14-023 Lanser Minor Subdivision (resub of Welch Sub/Lot 3)

Bill Skinner, Senior Planner

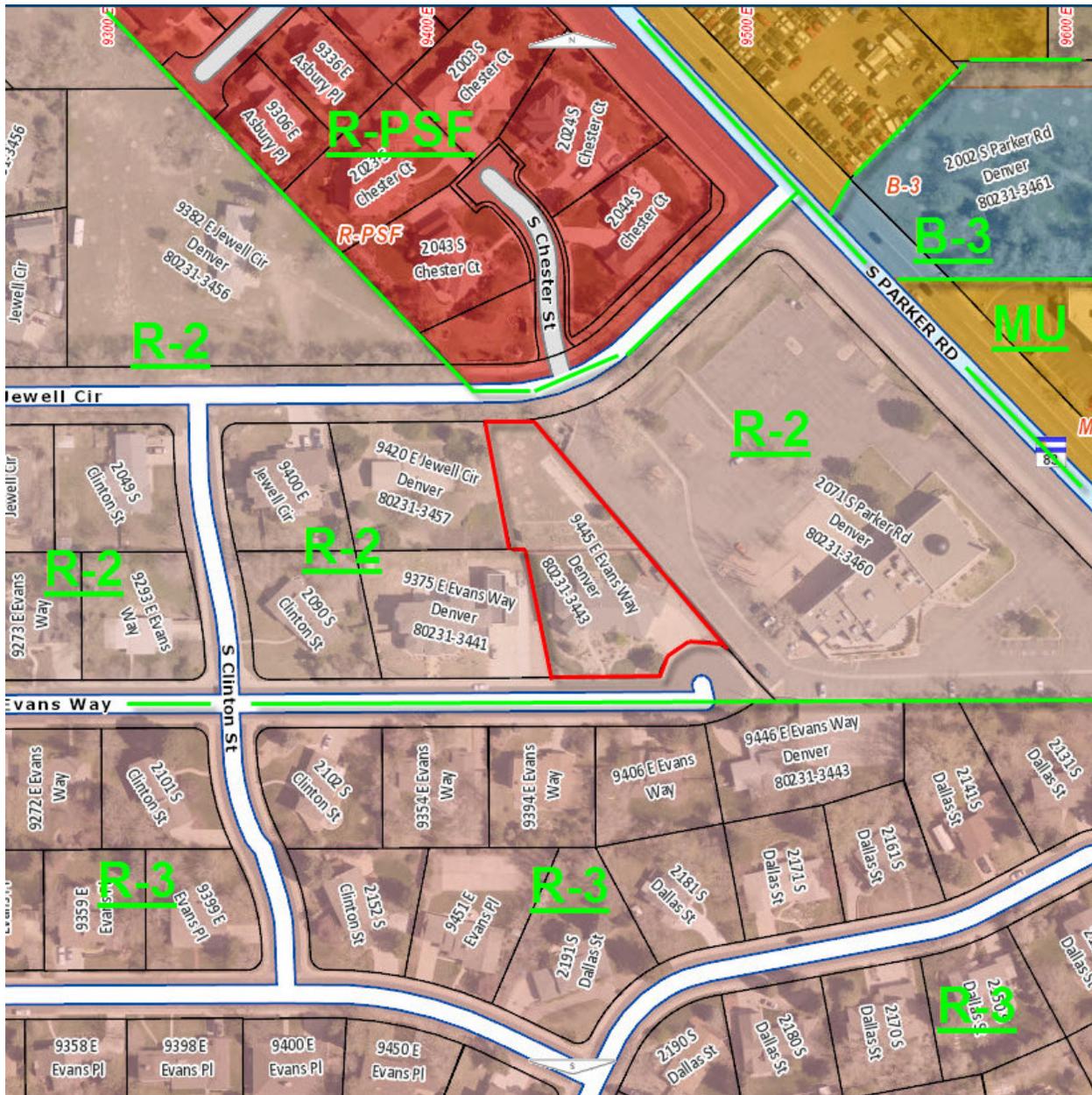
April 29, 2016

LOCATION

The subject property is located at 9445 E Evans Way, approximately 400' southwest of the intersection of Parker Road and East Jewel Circle. This location is in in Commissioner District No. 4.



Vicinity and Surrounding Properties



Surrounding Zoning

ADJACENT SUBDIVISIONS, ZONING, AND LAND USES

North of the subject property, across E Jewell Circle, is an R-PSF (Single-Family Residential) PUD consisting of four 0.39-acre single-family detached lots with homes that have a maximum height of 35 feet. Also across the street north of the site is a 1.7-acre R-2 (Single-Family Residential, minimum lot size 20,000 s.f.) lot that contains a single-family detached house.

South of the subject property, across E Evans Place is a neighborhood of R-3 (Single-Family Residential, minimum lot size 12,500 s.f.) zoned single-family detached residential homes on lots that range from 0.32 acres to 4.8 acres with the majority of lots being on the low end of the range.

East and abutting the subject property is a place of worship existing on an R-2 zoned 3.77-acre lot. The religious use was approved through a Use by Special Review.

West and abutting the subject property are R-2 zoned single-family detached residential homes on lots that range from 0.37 acres to 0.53 acres.

PROPOSAL

The applicant, Chambers Consulting, on behalf of the owner, Brad Lanser, has filed an application for a Minor Subdivision (MS) known as Case # P14-023 which proposes subdivision of an existing 0.73-acre lot known as Lanser Minor Subdivision, Filing 4, Lot 3, PIN #1973-27-2-05-029, located at 9445 E Evans Way, Denver CO 80231. This subdivision is part of a larger plan to split the property into two lots and rezone those lots to R-PSF. Details of the rezoning are available in the staff report for the concurrent case Z14-010 Preliminary Development Plan (PDP) application, also being heard on this date.

BACKGROUND

The property was originally subdivided as Lot 3 of the Welch Subdivision.

DISCUSSION

Lot Sizes

The existing 0.73-acre lot is larger than most of the surrounding residential lots. The two lots proposed in the Minor Subdivision will be 0.436 acre and 0.296 acre. There is an existing home on the 0.436-acre lot that will remain. The lots immediately west of the site are residential lots that are roughly 0.5 acre in size. The lot immediately east of the site is a place of worship and is 3.778 acres in size. The subject property is in a unique position, being an oversized residential lot that is positioned between a large non-residential lot containing a place of worship and lots that are typical of the surrounding residential neighborhood.

If subdivided as proposed, the result will be two residential lots, being 0.436 acre and 0.296 acre. The 0.436-acre lot will be larger than the majority of existing residential lots in this area, but not the largest. The 0.296-acre lot will be slightly smaller than the majority of existing residential lots in this area, but not the smallest.

The size of the nearby existing residential lots varies, but range from approximately 0.30 acre to 0.45 acre in size with the majority of nearby lots falling in the sub-0.4 range in this area. There are a few exceptional lots that are larger but these are atypical of the area.

Staff examined individual lot sizes extending out north, south and west of the subject property. Having carried out this detailed examination, using recorded assessor data, the staff is of the opinion that the proposed lots sizes are not detrimentally atypical for this location.

Cash in Lieu of Land Dedication

County regulations require dedication of land for schools and public facilities, or the payment of cash in lieu of land dedications for all properties adding residential density to the County. Due to the small size of this subdivision, there is no reasonable opportunity for land dedication. Cash in lieu of dedicated land values have been calculated based on the assumption that the additional lot created will increase the County's population by one single-family residential household, located in the urban area.

The total cash in lieu of dedicated land contribution required is calculated as follows:

| | |
|-------------------|---|
| Public Schools | \$1,850.70 payable to the school district |
| Public Parks | \$710.40 payable to Arapahoe County |
| Other Public Uses | <u>\$29.60 payable to Arapahoe County</u> |
| TOTAL | \$2,590.70 |

Analysis of the P14-023 Minor Subdivision application

Staff review of this application included a comparison of the proposal to: 1) applicable policies and goals outlined in the Comprehensive Plan; 2) review of pertinent zoning regulations; 3) local background activity; and 4) analysis of referral comments.

The Comprehensive Plan and Sub Area Plans

The Arapahoe County Comprehensive Plan (Comp Plan) designates this site as "Urban Residential". Urban Residential areas are anticipated to have "*residential development that is supported by neighborhood commercial centers with locally oriented shops and services typically including grocery stores, retail shops, convenience stores, personal and business services, offices, community facilities, and other uses designated to serve the local area.*" This plan proposes an increase from one home to a total of two homes, located within 1/2-mile of commercial uses such as the grocery store and other neighborhood commercial/retail services located along Parker Road. The applicant's proposal for a small increase in overall local density meets this direction provided by the Comp Plan.

The Four Square Mile SubArea Plan

The Arapahoe County Four Square Mile SubArea Plan recommends single-family homes at densities ranging from 1 to 6 units per acre. If we assume that each lot will contain a single dwelling unit as allowed for by County zoning regulations, the *existing density* can be calculated by dividing the existing single lot by the 0.73 acre overall property size, resulting in a density of 1.36 units per acre. The proposed density can be calculated by dividing the proposed count of two lots by the overall property size of 0.73 acres which results in a density of 2.73 units per acre. The proposed density complies with direction provided by the Four Square Mile SubArea Plan.

Land Development Code Review - Minor Subdivision

Chapter 14, Section 503 (Minor Subdivision) of the Land Development Code states that the Minor Subdivision Final Plat shall be processed in accordance with the Final Plat regulations. The only exception is that the application will be scheduled with both the Planning Commission and the Board of County Commissioners.

Chapter 14, Section 302 (Final Plat) of the Land Development Code states that, "A Final Plat may be approved upon the finding by the Board that [the development will]:"

- a. *Provide for a public water supply.*

A “will serve” letter from the Cherry Creek Water and Sanitation district is included in this report

b. Provide for a public sewage disposal system.

A “will serve” letter from the Cherry Creek Water and Sanitation district is included in this report

c. Provide evidence to show that all areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified by the subdivider, and that the proposed uses of these areas are compatible with such conditions.

There is no indication that there is any soil or topographical conditions that present hazards or require special precautions.

d. Comply with all applicable zoning regulations governing the property as adopted by the Board of County Commissioners.

The Minor Subdivision plan and process comply with County regulations and State requirements.

e. Comply with the Mineral Resource Areas in the Regulation for Areas of Special Interest as adopted in the Arapahoe County Zoning Regulations.

No proposal for mineral recovery has been made as part of these Final Plat applications.

The County staff has determined that these plat documents meet the applicable technical requirements stated in Section 14-305 of the Arapahoe County land Development Code.

3. Local Background Activity

The neighborhood surrounding the subject property is built out as a mix of single-family detached residential development in the immediate neighborhood, and a mix of residential and neighborhood services along Parker Road. There are no other development applications under review for any properties located in the immediate vicinity of this property.

4. Referral Comments

Comments received during the referral process are as follows:

| | |
|-------------------------------------|--|
| ArapCo Assessor | No response |
| ArapCo Engineering | Comments have been addressed |
| ArapCo Mapping | Comments have been addressed |
| ArapCo Open Space | No response |
| ArapCo Sheriff | No concerns |
| ArapCo Zoning | Comments have been addressed |
| Cunningham Fire Protection District | Technical direction provided |
| US Post Office | No response |
| Cherry Creek School District no. 5 | No response |
| Arapahoe Library District | Requests a share of the monies collected |

| | |
|-------------------------------------|---|
| Tri-County Health Dept. | No comment |
| Four Square Mile Area Neighbors | Conditional objections - see the attached letter |
| Huntington Estates/Welch HOA | Originally opposed, but the opposition was withdrawn after the Planning Commission when plan revisions were discussed with the HOA. |
| West Arapahoe Conservation District | No response |
| Century Link | No response |
| Xcel Energy | No response |
| Cherry Creek Water & San District | (2 lots will) require 2 water and sewer taps |
| Urban Drainage | No response |
| Division of Water Resources | A "will serve" letter has been provided |

The applicant's team has informed the staff that they have had conversations with neighbor's before embarking on this process.

STAFF FINDINGS

Staff has visited the site and reviewed the plans, supporting documentation, and referral comments in response to this application. Based on the review of applicable policies and goals, as set forth in the Comp Plan, review of the development regulations, and analysis of referral comments, our findings include:

1. The proposed Minor Subdivision conforms to the overall goals and intent of the Arapahoe County Comp Plan in regards to the policies set forth in those plans.
2. The proposed Minor Subdivision complies with the process outlined in Chapter 13-100, PUD of the LDC.
3. The proposed Minor Subdivision is in substantial conformance with the concurrently proposed underlying Lanser PDP, Case No. Z14-010.

RECOMMENDATION

Considering the findings and other information provided herein, staff recommends approval of Case No. P14-023 – Lanser Minor Subdivision, subject to the following conditions:

1. Prior to signature of the final mylar copy of these plans, the applicant agrees to address the Planning Division's comments and Engineering Services Division's comments and concerns, as outlined in their reports.

DRAFT MOTIONS

Draft motions are provided with the attached Board Summary Report

Attachments: Z14-023 Board Summary Report, Z14-023 Draft Motions, Application & Exhibits, Engineering Staff Report, Referral Comments

LETTER OF INTENT – PRELIMINARY DEVELOPMENT PLAN

and Rezoning of Lot 3, WELCH SUBDIVISION FOURTH FILING
Date: November 17, 2014 Case No. Q14-027

Property Owners: Brad and Sandy Lanser, 9445 East Evans Way,
Denver, CO 80231 Phone: 303-525-2282
Builder: Lanser Homes, Inc., same address and phone

Company Information:

- 1) Planning and Surveying representatives:
Chambers Consulting Inc., P.O. Box 339, Morrison, CO
80465 Phone: 303-697-0650
- 2) Engineering representatives:
Paragon Engineering Consultants, Inc.
7852 South Elati Street, Suite 106
Littleton, CO 80120 Phone: 303-794-8604

The project is located at 9445 E. Evans Way, Denver, CO 80231. The legal description is Lot 3, Welch Subdivision, 4th Filing, PIN #031267668; AIN No. 1973-27-2-05-029. The project area is 0.73 acres (31,847 square feet) and is currently zoned R-2. The intent is to create a building site utilizing the northern part of Lot 3.

The lot has access to two platted streets within the above named subdivision: East Evans Way, existing house faces that street; and East Jewell Circle, which would be a vacant parcel created upon approval of the subdivision and rezoning application. The lot facing East Jewell Circle would be a Single Family Residential use, as is the adjoining property to the north, south and west. The adjoining property to the east is the Muslim Center, addressed as 2071 South Parker Road.

Number of Dwelling Units: 2 total (1 existing, 1 proposed)
Type of Construction: wood frame, 2 story
Existing Zoning: R-2
Proposed Zoning: R-PSF
Minimum Lot Size: 0.296 Acres (12,875 SQ. FT.)
Dedicated Public ROW: None
Dedicated Open Space: None

Please contact Jamee Chambers, AICP as our representative for processing this case:

Chambers Consulting Inc.
805 Bear Creek Avenue, P.O. Box 339
Morrison, CO 80465-0339
Phone: 303-697-0650 E.mail: chaconinc@chamberscon.com

RECEIVED
NOV 20 2014
ARAPAHOE COUNTY
PLANNING DIVISION



ARAPAHOE COUNTY
COLORADO'S FIRST

Arapahoe County Public Works & Development
6924 South Lima St.
Centennial, Colorado 80112
Phone: 720-874-6500

BOARD OF COUNTY COMMISSIONERS HEARING ENGINEERING STATUS REPORT

Date: April 21, 2016

To: Board of County Commissioners

Via: Bill Skinner, Planning Division

Cc: Chuck Haskins, Division Manager, Engineering Services Division
Case File: Z14-001 & P14-023

From: Sarah White, Engineering Services Division

Re: Welch Subdivision 4th Filing, Lot 3 – Lanser Minor Subdivision
Z14-010 Preliminary Development Plan
P14-023 Minor Subdivision

Scope/Location:

Property owner, Brad Lanser, is requesting approval of the Minor Subdivision and Preliminary Development Plan of Welch Subdivision 4th Filing, Lot 3 – Lanser Minor Subdivision Project. The project proposes splitting existing lot 3 into 2 new lots. The southern lot will remain as is with no new improvements. The northern lot will be platted and zoned only.

The site is located within Welch Subdivision at the intersection of E Jewell Cir and S Parker Rd. The site lies within the Cherry Creek drainage basin.

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

1. Both existing and proposed lots will outfall to existing storm sewers connections within the area known as the Four Square Mile Area / Cherry Creek Drainage Basin.
2. This parcel lies within the Cherry Creek Drainage Basin, Basin 6. A fee of \$8,313/impervious acre has been established for the development in this watershed. Arapahoe County collects these fees at time of Final Development Plan.
3. This development lies within the boundaries of Southeast Metro Stormwater Authority (SEMSWA).
4. SEMSWA has issued a Memorandum of Design approval for Stormwater Facilities and has no further comments at this time.
5. Site accesses for both lots exist and no access changes are proposed or required.
6. All applicable Engineering fees have been paid.
7. No Engineering waivers or variances were requested or required at this time.
8. Please note that a Final Development Plan will be necessary, which will include all applicable technical reports and/or supporting documents.

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

1. The applicant agrees to address any outstanding minor comments per ESD Staff Report and redlines most recently dated March 4th, 2016.

CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT
2325 SOUTH WABASH STREET
DENVER, COLORADO 80231
(303) 755-4474

PAUL J. HANLEY, Chairman
MARK L. LAMPERT, Vice Chairman
WILLIAM M. MACPHEE, Secretary/Treasurer
FREDERICK L. NORMAN, Director
BRADLEY W. RASTALL, Director

AVAILABILITY OF SERVICE LETTER

April 4, 2016

Bill Skinner
Arapahoe County Public Works and Development
6924 South Lima Street
Centennial CO 80112

Re: Preliminary Development Plan P14-023, Subdivision Z14-010 for 9445 E Evans Way
Denver, CO 80231

The above referenced property is within the service area of the District. The District is a Master Meter Distributor for Denver Water. Water and sewer service is available subject to payment of all fees and the District's Rules and Regulations.

If you have any questions regarding this matter, please feel free to contact this office.

Sincerely,

CHERRY CREEK VALLEY WATER
AND SANITATION DISTRICT



John R. Warford
Manager



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

| | |
|---------------------------------|---|
| Case Number / Case Name: | Z14-010, WELCH SUBDIVISION #04 / LANSER MINOR SUBDIVISION / PRELIMINARY DEVELOPMENT PLAN P14-023, WELCH SUBDIVISION #04 / LANSER MINOR SUBDIVISION / MINOR SUBDIVISION |
| Planner: | BILL SKINNER |
| Engineer: | SARAH L WHITE |
| Date: | 12/22/2015 |
| Date to be returned: | 01/25/2016 |

| Arapahoe County Agencies | | | Citizen's Organizations | | |
|-------------------------------------|---|--|-------------------------------------|---|-----------------|
| <input checked="" type="checkbox"/> | Assessor / Arapahoe County | Karen Hart | <input type="checkbox"/> | CCNA-Cherry Creek Neighborhoods Ass. | |
| <input type="checkbox"/> | Attorney / Arapahoe County | Robert Hill | <input type="checkbox"/> | CECON-(Within Centennial) | |
| <input type="checkbox"/> | Building / Arapahoe County | Steve Byer | <input checked="" type="checkbox"/> | Four Square Mile Area | Mark Lampert |
| <input checked="" type="checkbox"/> | Engineering / Arapahoe County | Sarah White | <input checked="" type="checkbox"/> | Four Square Mile Neighborhoods | Paul Hanley |
| <input type="checkbox"/> | Mapping / Arapahoe County | Pat Hubert | | | |
| <input type="checkbox"/> | Oil & Gas / Arapahoe County | Diane Kocis | | | |
| <input checked="" type="checkbox"/> | Open Space / Arapahoe County | Roger Harvey | <input type="checkbox"/> | Deer Trail Conservation District | |
| <input checked="" type="checkbox"/> | Planning / Arapahoe County | Bill Skinner | <input checked="" type="checkbox"/> | West Arapahoe Conservation District | Tasha Chevarria |
| <input checked="" type="checkbox"/> | Sheriff / Arapahoe County | 1 to Brian McKnight 1 to Glenn Thompson | | | |
| <input type="checkbox"/> | Weed Control / Arapahoe County | Russell Johnson | <input 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 |
| | | | <input type="checkbox"/> | | |
| Referral Agencies | | | Utilities: Gas, Electric & Phone | | |
| <input type="checkbox"/> | Architectural Review Committee | | <input checked="" type="checkbox"/> | Centurylink/Phone | Charles Place |
| <input type="checkbox"/> | Airport or Military Base | | <input type="checkbox"/> | Conoco Phillips / Gas Pipeline | |
| <input type="checkbox"/> | CGS Colorado Geological Survey-Soils | | <input type="checkbox"/> | XCEL | Donna George |
| <input type="checkbox"/> | City / Town | | <input checked="" type="checkbox"/> | IREA | Donna George |
| <input type="checkbox"/> | Colorado Parks and Wildlife | | | | |
| <input type="checkbox"/> | County | | | | |
| <input type="checkbox"/> | DRCOG | | | | |
| <input checked="" type="checkbox"/> | Cunningham Fire District | Tyler Everitt | <input type="checkbox"/> | ACWWA | |
| <input type="checkbox"/> | Metro District | | <input type="checkbox"/> | U.S. Army Corp. of Engineer | Kiel Downing |
| <input checked="" type="checkbox"/> | Post Office Growth Coordinator | Jaime Hernandez | <input type="checkbox"/> | CCBWQA | |
| <input type="checkbox"/> | Reap I-70 Regional Economic Advancement Partnership | | <input checked="" type="checkbox"/> | Cherry Creek Valley Water & Sanitation District | John Warford |
| <input type="checkbox"/> | Recreation District / Park District (External) | | <input type="checkbox"/> | SEMSWA | Paul Danley |
| <input checked="" type="checkbox"/> | Cherry Creek School District 5 | Dave Strohfus | <input type="checkbox"/> | ECCVW&S | Chris Douglass |
| <input checked="" type="checkbox"/> | Arapahoe Library District | Janell Maccarrone | <input checked="" type="checkbox"/> | Urban Drainage | David Mallory |
| <input checked="" type="checkbox"/> | Tri-County Health Dept | Sheila Lynch | <input checked="" type="checkbox"/> | Division of Water Resources -- State Eng | Joanna Williams |
| <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>The Arapahoe library District requests a share of monies that may be required by the County in lieu of land.</i> | <i>Janell Maccarrone</i> |



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

| | |
|---------------------------------|---|
| Case Number / Case Name: | Z14-010, WELCH SUBDIVISION #04 / LANSER MINOR SUBDIVISION / PRELIMINARY DEVELOPMENT PLAN P14-023, WELCH SUBDIVISION #04 / LANSER MINOR SUBDIVISION / MINOR SUBDIVISION |
| Planner: | BILL SKINNER |
| Engineer: | SARAH L WHITE |
| Date: | 12/22/2015 |
| Date to be returned: | 01/25/2016 |

| Arapahoe County Agencies | | | Citizen's Organizations | | |
|-------------------------------------|---|--|--|---|-----------------|
| <input checked="" type="checkbox"/> | Assessor / Arapahoe County | Karen Hart | <input type="checkbox"/> | CCNA-Cherry Creek Neighborhoods Ass. | |
| <input type="checkbox"/> | Attorney / Arapahoe County | Robert Hill | <input type="checkbox"/> | CECON-(Within Centennial) | |
| <input type="checkbox"/> | Building / Arapahoe County | Steve Byer | <input checked="" type="checkbox"/> | Four Square Mile Area | Mark Lampert |
| <input checked="" type="checkbox"/> | Engineering / Arapahoe County | Sarah White | <input checked="" type="checkbox"/> | Four Square Mile Neighborhoods | Paul Hanley |
| <input checked="" type="checkbox"/> | Mapping / Arapahoe County | Pat Hubert | | | |
| <input type="checkbox"/> | Oil & Gas / Arapahoe County | Diane Kocis | | | |
| <input checked="" type="checkbox"/> | Open Space / Arapahoe County | Roger Harvey | <input type="checkbox"/> | Deer Trail Conservation District | |
| <input checked="" type="checkbox"/> | Planning / Arapahoe County | Bill Skinner | <input checked="" type="checkbox"/> | West Arapahoe Conservation District | Tasha Chevarria |
| <input checked="" type="checkbox"/> | Sheriff / Arapahoe County | 1 to Brian McKnight 1 to Glenn Thompson | | | |
| <input type="checkbox"/> | Weed Control / Arapahoe County | Russell Johnson | <input 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 |
| Referral Agencies | | | <input type="checkbox"/> | | |
| <input type="checkbox"/> | Architectural Review Committee | | <input type="checkbox"/> | | |
| <input type="checkbox"/> | Airport or Military Base | | | | |
| <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 type="checkbox"/> | XCEL | Donna George |
| <input type="checkbox"/> | County | | <input checked="" type="checkbox"/> | IREA | Donna George |
| <input type="checkbox"/> | DRCOG | | | | |
| | | | Water / Sanitation / Stormwater / Wetlands | | |
| <input checked="" type="checkbox"/> | Cunningham Fire District | Tyler Everitt | <input type="checkbox"/> | ACWWA | |
| <input type="checkbox"/> | Metro District | | <input type="checkbox"/> | U.S. Army Corp. of Engineer | Kiel Downing |
| <input checked="" type="checkbox"/> | Post Office Growth Coordinator | Jaime Hernandez | <input type="checkbox"/> | CCBWQA | |
| <input type="checkbox"/> | Reap I-70 Regional Economic Advancement Partnership | | <input checked="" type="checkbox"/> | Cherry Creek Valley Water & Sanitation District | John Warford |
| <input type="checkbox"/> | Recreation District / Park District (External) | | <input type="checkbox"/> | SEMSWA | Paul Danley |
| <input checked="" type="checkbox"/> | Cherry Creek School District 5 | Dave Strohfus | <input type="checkbox"/> | ECCVW&S | Chris Douglass |
| <input checked="" type="checkbox"/> | Arapahoe Library District | Janell Maccarrone | <input checked="" type="checkbox"/> | Urban Drainage | David Mallory |
| <input checked="" type="checkbox"/> | Tri-County Health Dept | Sheila Lynch | <input checked="" type="checkbox"/> | Division of Water Resources – State Eng | Joanna Williams |
| <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 | Glenn Thompson – 12/22/15 |
| <input type="checkbox"/> | Have the following comments to make related to the case: | |
| | | |

January 25, 2016

Bill Skinner
Arapahoe County Planning Division
6924 S Lima St
Centennial CO 80112

RE: Welch Subdivision #4
Case No. Z14-010 & P14-023
TCHD Case No. 3758

Dear Mr. Skinner:

Thank you for the opportunity to review and comment on the Lanser Minor Subdivision and Preliminary Development Plan for Welch Subdivision #4 located at 9445 E. Evans Way. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable public and environmental health regulations and principles of healthy community design. After reviewing the application, TCHD has no comments.

Please feel free to contact me at (720) 200-1585 or lbroten@tchd.org if you have any questions.

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, Laura DeGolier, TCHD



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

| | |
|---------------------------------|---|
| Case Number / Case Name: | Z14-010, WELCH SUBDIVISION #04 / LANSER MINOR SUBDIVISION / PRELIMINARY DEVELOPMENT PLAN P14-023, WELCH SUBDIVISION #04 / LANSER MINOR SUBDIVISION / MINOR SUBDIVISION |
| Planner: | BILL SKINNER |
| Engineer: | SARAH L WHITE |
| Date: | 12/22/2015 |
| Date to be returned: | 01/25/2016 |

| Arapahoe County Agencies | | | Citizen's Organizations | | |
|-------------------------------------|---|--|---|---|-----------------|
| <input checked="" type="checkbox"/> | Assessor / Arapahoe County | Karen Hart | <input type="checkbox"/> | CCNA-Cherry Creek Neighborhoods Ass. | |
| <input type="checkbox"/> | Attorney / Arapahoe County | Robert Hill | <input type="checkbox"/> | CECON-(Within Centennial) | |
| <input type="checkbox"/> | Building / Arapahoe County | Steve Byer | <input checked="" type="checkbox"/> | Four Square Mile Area | Mark Lampert |
| <input checked="" type="checkbox"/> | Engineering / Arapahoe County | Sarah White | <input checked="" type="checkbox"/> | Four Square Mile Neighborhoods | Paul Hanley |
| <input checked="" type="checkbox"/> | Mapping / Arapahoe County | Pat Hubert | Conservation District | | |
| <input type="checkbox"/> | Oil & Gas / Arapahoe County | Diane Kocis | <input type="checkbox"/> | Deer Trail Conservation District | |
| <input checked="" type="checkbox"/> | Open Space / Arapahoe County | Roger Harvey | <input checked="" type="checkbox"/> | West Arapahoe Conservation District | Tasha Chevarria |
| <input checked="" type="checkbox"/> | Planning / Arapahoe County | Bill Skinner | Transportation | | |
| <input checked="" type="checkbox"/> | Sheriff / Arapahoe County | 1 to Brian McKnight 1 to Glenn Thompson | <input type="checkbox"/> | CDOT / State Highway Dept- Region 1 | Rick Solomon |
| <input type="checkbox"/> | Weed Control / Arapahoe County | Russell Johnson | <input type="checkbox"/> | E-470 Authority | Peggy Davenport |
| <input checked="" type="checkbox"/> | Zoning / Arapahoe County | Tammy King | <input type="checkbox"/> | RTD | Chris Quinn |
| Referral Agencies | | | <input type="checkbox"/> | | |
| <input type="checkbox"/> | Architectural Review Committee | | Utilities: Gas, Electric & Phone | | |
| <input type="checkbox"/> | Airport or Military Base | | <input checked="" type="checkbox"/> | Centurylink/Phone | Charles Place |
| <input type="checkbox"/> | CGS Colorado Geological Survey-Soils | | <input type="checkbox"/> | Conoco Phillips / Gas Pipeline | |
| <input type="checkbox"/> | City / Town | | <input type="checkbox"/> | XCEL | Donna George |
| <input type="checkbox"/> | Colorado Parks and Wildlife | | <input checked="" type="checkbox"/> | IREA | Donna George |
| <input type="checkbox"/> | County | | Water / Sanitation / Stormwater / Wetlands | | |
| <input type="checkbox"/> | DRCOG | | <input type="checkbox"/> | ACWWA | |
| <input checked="" type="checkbox"/> | Cunningham Fire District | Tyler Everitt | <input type="checkbox"/> | U.S. Army Corp. of Engineer | Kiel Downing |
| <input type="checkbox"/> | Metro District | | <input type="checkbox"/> | CCBWQA | |
| <input checked="" type="checkbox"/> | Post Office Growth Coordinator | Jaime Hernandez | <input checked="" type="checkbox"/> | Cherry Creek Valley Water & Sanitation District | John Warford |
| <input type="checkbox"/> | Reap I-70 Regional Economic Advancement Partnership | | <input type="checkbox"/> | SEMSWA | Paul Danley |
| <input checked="" type="checkbox"/> | Cherry Creek School District 5 | Dave Strohfus | <input type="checkbox"/> | ECCVW&S | Chris Douglass |
| <input checked="" type="checkbox"/> | Arapahoe Library District | Janell Maccarrone | <input checked="" type="checkbox"/> | Urban Drainage | David Mallory |
| <input checked="" type="checkbox"/> | Tri-County Health Dept | Sheila Lynch | <input checked="" type="checkbox"/> | Division of Water Resources – State Eng | Joanna Williams |
| <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: | <u>Tyler Everitt</u> |
| SEE ATTACHED***** | | |



CUNNINGHAM FIRE PROTECTION DISTRICT

2015 SOUTH DAYTON STREET ♦ DENVER, CO 80247 ♦ Phone: (303) 755-9202
Fax: (303) 752-1857

Referral Comments

January 26, 2016

Bill Skinner
Arapahoe County Planning & Development
6924 S. Lima Street
Centennial, CO 80112

Re: P14-023, WELCH SUBDIVISION #04 / LANSER MINOR SUBDIVISION / MINOR SUBDIVISION, CFPD Project 15-705-1009

Mr. Skinner:

The Fire District has reviewed the preliminary development plan for the above referenced case for compliance with the *2009 International Fire Code (IFC)* as adopted by the Cunningham Fire Protection District. The Fire District supports this case for approval with the following conditions:

- Buildings and facilities
Approved fire apparatus access roads shall be provided for every building. The fire apparatus access road shall comply with the requirements of the IFC and shall extend to within 150 feet (45 720 mm) of all portions of the building and all portions of the exterior walls of the first story of the building as measured by an *approved* route around the exterior of the building. When the new building is built on the lot 2 off E Jewell it has to be within 150ft to all sides or additional access may need to be added.
- Hydrant Location
Hydrant location shall be submitted to the Cunningham Fire Protection District to illustrate the existing hydrants on the road. The existing hydrant location shall meet the requirements of the *2009 International Fire Code*. *If hydrants are not within proper distance a hydrant may need to be added.*
- Fire Lanes – If additional access is required fire lanes shall be posted and entered into the Arapahoe County Fire Lane Program.

If you need any additional information or have any questions, please contact me at (303) 338-4204. The Fire Prevention Bureau fax number is (303) 337-7971.

Sincerely,
Tyler Everitt
Deputy Fire Marshal



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

Case Number / Case Name: Z14-010, WELCH SUBDIVISION #04 / LANSER MINOR SUBDIVISION / PRELIMINARY DEVELOPMENT PLAN
 P14-023, WELCH SUBDIVISION #04 / LANSER MINOR SUBDIVISION / MINOR SUBDIVISION

Planner: BILL SKINNER
Engineer: SARAH L WHITE
Date: 12/22/2015
Date to be returned: 01/25/2016

| Arapahoe County Agencies | | | Citizen's Organizations | | |
|-------------------------------------|---|--|---|---|-----------------|
| <input checked="" type="checkbox"/> | Assessor / Arapahoe County | Karen Hart | <input type="checkbox"/> | CCNA-Cherry Creek Neighborhoods Ass. | |
| <input type="checkbox"/> | Attorney / Arapahoe County | Robert Hill | <input type="checkbox"/> | CECON-(Within Centennial) | |
| <input type="checkbox"/> | Building / Arapahoe County | Steve Byer | <input checked="" type="checkbox"/> | Four Square Mile Area | Mark Lampert |
| <input checked="" type="checkbox"/> | Engineering / Arapahoe County | Sarah White | <input checked="" type="checkbox"/> | Four Square Mile Neighborhoods | Paul Hanley |
| <input type="checkbox"/> | Oil & Gas / Arapahoe County | Diane Kocis | Conservation District | | |
| <input checked="" type="checkbox"/> | Open Space / Arapahoe County | Roger Harvey | <input type="checkbox"/> | Deer Trail Conservation District | |
| <input checked="" type="checkbox"/> | Planning / Arapahoe County | Bill Skinner | <input checked="" 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 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 type="checkbox"/> | Architectural Review Committee | | <input type="checkbox"/> | | |
| <input type="checkbox"/> | Airport or Military Base | | 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 | | <input type="checkbox"/> | Conoco Phillips / Gas Pipeline | |
| <input type="checkbox"/> | Colorado Parks and Wildlife | | <input type="checkbox"/> | XCEL | Donna George |
| <input type="checkbox"/> | County | | <input checked="" type="checkbox"/> | IREA | Donna George |
| <input type="checkbox"/> | DRCOG | | Water / Sanitation / Stormwater / Wetlands | | |
| <input checked="" type="checkbox"/> | Cunningham Fire District | Tyler Everitt | <input type="checkbox"/> | ACWWA | |
| <input type="checkbox"/> | Metro District | | <input type="checkbox"/> | U.S. Army Corp. of Engineer | Kiel Downing |
| <input checked="" type="checkbox"/> | Post Office Growth Coordinator | Jaime Hernandez | <input type="checkbox"/> | CCBWQA | |
| <input type="checkbox"/> | Reap I-70 Regional Economic Advancement Partnership | | <input checked="" type="checkbox"/> | Cherry Creek Valley Water & Sanitation District | John Warford |
| <input type="checkbox"/> | Recreation District / Park District (External) | | <input type="checkbox"/> | SEMSWA | Paul Danley |
| <input checked="" type="checkbox"/> | Cherry Creek School District 5 | Dave Strohfus | <input type="checkbox"/> | ECCVW&S | Chris Douglass |
| <input checked="" type="checkbox"/> | Arapahoe Library District | Janell Maccarrone | <input checked="" type="checkbox"/> | Urban Drainage | David Mallory |
| <input checked="" type="checkbox"/> | Tri-County Health Dept | Sheila Lynch | <input checked="" type="checkbox"/> | Division of Water Resources – State Eng | Joanna Williams |
| <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>Lot 2 needs sewer and water taps.</i> | |



COLORADO
Division of Water Resources
Department of Natural Resources

1313 Sherman Street, Room 821
Denver, CO 80203

January 4, 2015

Bill Skinner
Arapahoe County Planning Division
6924 S. Lima Street
Centennial, CO 80112
Transmitted via email: WSkinner@arapahoegov.org

**RE: Welch Subdivision Filing 11-Rezoning and Preliminary Development Plan
Case nos. Z14-010 and P14-023
NW1/4, Sec. 27, T4S, R67W, 6th P.M.
Water Division 1, Water District 8**

Dear Mr. Skinner:

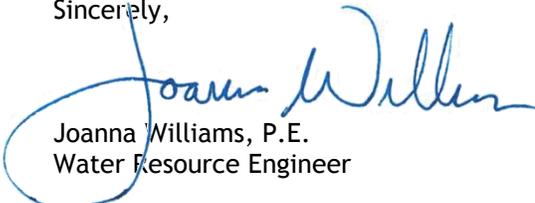
We have reviewed the information received by this office on December 22, 2015 regarding the above referenced referral. The Applicant is proposing rezone and subdivide a 0.73-acre parcel described as Lot 3, Filing 4, Welch Subdivision into two single-family residential lots.

Estimated water requirements were not provided for this subdivision. In addition, no information was provided regarding a proposed water supply, however according to our records the proposed subdivision is located within the Cherry Creek Valley Water and Sanitation District ("District") boundary. A letter of commitment for service from the District was not provided. Prior to further evaluation of the project a water supply plan must be included along with a report from the District documenting the amount of water which can be supplied to the proposed development without causing injury to existing water rights. Details of necessary information to be included in the subdivision water supply plan can be found on Attachments A and C of the Updated Memorandum Regarding Subdivisions, available online at: <http://water.state.co.us/groundwater/GWAdmin/Pages/SubdivisionWSP.aspx>.

Since insufficient information was provided in this referral, we cannot comment on the potential for injury to existing water rights or the adequacy of the proposed water supply under the provisions of Section 30-28-136(1)(h)(II), C.R.S.

If you or the applicant has any questions regarding this matter, please contact Ioana Comanicu of this office.

Sincerely,



Joanna Williams, P.E.
Water Resource Engineer

cc: Subdivision File #23751





Paul J. Hanley, President
Huntington Estates-Welch Homeowners Association, Inc.
2083 S. Alton Way
Denver, Colorado 80231
(303) 839-3861
phanley@spencerfane.com

January 25, 2016

Via Email

Mr. Bill Skinner
Arapahoe County Planning

Re: **Z14-010, WELCH SUBDIVISION #04 / LANSER MINOR SUBDIVISION /
PRELIMINARY DEVELOPMENT PLAN; P14-023, WELCH SUBDIVISION #04 /
LANSER MINOR SUBDIVISION / MINOR SUBDIVISION**

Dear Bill:

On behalf of Huntington Estates Homeowners Association Inc. we oppose the above-referenced PDP application on the basis that the lot width and lot size are incompatible with the surrounding neighborhood.

This proposal involves the subdivision of a .73 acre lot in the Welch Subdivision into two lots—one with an existing single family lot with .436 acres and an undeveloped lot of .296 acres. The front of this proposed irregularly shaped (trapezoidal) lot on Jewell Circle has a width of only 50 feet. The footprint for the proposed single family residence has a setback from Jewell Circle of only 25 feet. The lot width at the front building line is only approximately 61 feet.

This parcel is currently zoned R-2 Residential. Section 3-107 of the Land Development Code provides that the *minimum* lot width for R-2 Residential is 75 feet. Thus, the proposed subdivided lot fails to meeting existing *minimum* zoning standards for lot width by 14 feet.

Section 3-107 also provides for a minimum lot area of 20,000 square feet. The proposed subdivided lot would be 12,875 square feet. Accordingly, the proposed lot fails to meet existing requirements for lot width and lot size. In addition, the front setback just scrapes by with exactly the minimum 25 feet for R-2 Residential.

The Welch Subdivision was initially subdivided in the 1940s with very large lots. Most of those initial large lots have been further subdivided into somewhat smaller lots, but virtually all of these subdivided lots in the Welch Subdivision meet the 75-foot lot width requirement and many meet the 20,000 square foot lot area requirement.

Most of the homes now existing in Welch were built about the time adjacent Huntington Estates was developed in the 1960s and 1970s. The combined Huntington Estates-Welch neighborhood shares typical attributes of custom single family homes built at the time on lot sizes ranging from about .35 acres to .55 acres. As a result of the size of the single family lots, much of the lot areas of the homes in the combined neighborhood consists of lawns, mature trees, and other extensive landscaping, resulting in a very classic, suburban ambiance.

The single family homes adjacent and nearby the proposed new lot all meet the R-2 Residential lot width requirement of 75 feet. The adjacent parcels to the west have lot areas of .48 acres and .53 acres respectively. All nearby lots in the Welch Subdivision have lot areas of at least .35 acres, larger than the proposed lot.

Quite simply, by having a minimum front set back equal to the minimum 25 feet and failing to meet the minimum lot width requirement of 75 feet and the minimum lot size of 20,000 square feet, this single lot will be out of character with the nearby and adjacent houses in the Welch Subdivision. This makes it incompatible and inconsistent with the existing neighborhood. It would also create a poor precedent for potential future subdivisions of lots in the Welch neighborhood, thus adversely affecting the existing character and existing zoning upon which current residents purchased their properties.

We have conveyed these concerns to Brad Lanser. We have offered to compromise on the lot area requirements, if either (a) the minimum lot width requirement of 75 feet for R-2 zoning is met, or (b) the front setback of the lot is increased so that the front building line of the house would be located 10 feet to the south of the front building line of the existing single family home located immediately to the west, which 9420 E. Jewell Circle.

We may have additional comments as the plans become more definite.

Sincerely yours,

Huntington Estates Homeowners Association, Inc.



Paul J. Hanley, President

cc: Board of Directors, Huntington Estates Homeowners Association, Inc.
Four Square Mile Neighborhoods, Mark Lampert

Bill Skinner

From: Hanley, Paul J. <PHanley@spencerfane.com>
Sent: Wednesday, April 20, 2016 3:06 PM
To: Bill Skinner
Subject: RE: Fwd: Lanser subdivision - HOA letter of no objection requirements

You are welcome. I should have withdrawn the objection sooner, but I forgot to do it.

Paul

Paul J. Hanley
Spencer Fane LLP
1700 Lincoln St. | Suite 2000 | Denver, Colorado 80203
(303) 839-3861 | phanley@spencerfane.com

From: Bill Skinner [mailto:WSkinner@arapahoegov.com]
Sent: Wednesday, April 20, 2016 2:43 PM
To: Hanley, Paul J.
Subject: RE: Fwd: Lanser subdivision - HOA letter of no objection requirements

Thanks Paul,

I figured you and I could work through it quicker than running it through all the channels.

Bill Skinner, AICP
Arapahoe County Public Works - Planning Division
6924 S. Lima Street
Centennial, CO, 80112
720-874-6650
bskinner@arapahoegov.com

Land Development Code available online at :

<http://co-arapahoecounty.civicplus.com/index.aspx?nid=620>

From: Hanley, Paul J. [mailto:PHanley@spencerfane.com]
Sent: Wednesday, April 20, 2016 1:44 PM
To: Bill Skinner <WSkinner@arapahoegov.com>
Cc: BRAD G LANSER <lanserhomes@msn.com>; CHAMBERS CONSULTING, INC. <chaconinc@chamberscon.com>
Subject: RE: Fwd: Lanser subdivision - HOA letter of no objection requirements

Bill,

The objections of the Huntington Estates/Welch Homeowners Association, Inc. are hereby withdrawn with respect to the Lanser subdivision PDP.

Paul Hanley,
President

Paul J. Hanley