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

June 28, 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

CEREMONIES

1. **Recognition of Recovery Efforts for Southview Place Towers Fire**
   Recognition of individuals who contributed to recovery efforts for the Southview Place Towers Fire

   Mickey Kempf, HOP/CERT Coordinator, Certified CAP Trainer, Littleton Police Department
   Diane Milne, Resident, Southview Place Towers
   Liana Escott, Community Development Administrator, Community Resources
   Jeremy Fink, Community Development Administrator, Community Resources

Linda Haley, Senior Resources Division Manager, Community Resources
Don Klemme, Director, Community Resources

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. **6.13.2016 Warrant ACH Expenditure Report**
   Authorization to sign the Warrant Disbursement Register

   Ron Carl, County Attorney

   Documents: 6.13.2016 WARRANT ACH EXPENDITURE REPORT.PDF

2. **Abatements**
   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

   Barb LeBlanc, Paralegal
   Ron Carl, County Attorney

   Documents: DRAFT RESO.DOC, 6-28 BSR.DOC

3. **Addendum to Agreement Between Arapahoe County and Trinity Services Group to Provide Inmate Commissary Services at JCDF**
   Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the Payment Processing Addendum to the Agreement for Services with Trinity Services Group, Inc. by and between Arapahoe County and Trinity Services Group, Inc. for the purpose of outlining and formalizing the cash handling and payment processing procedures at the Arapahoe County Sheriff's Office Detention Facility, for the period of April 1, 2016 to March 31, 2017, at the rates set forth in the Agreement

   Olga Fujaros, Budget & Logistics Manager, Sheriff's Office
   Vince Line, Detentions Bureau Chief, Sheriff's Office
   Louie Perea, Undersheriff, Sheriff's Office
   David C. Walcher, Sheriff
   Janet Kennedy, Director, Finance
   Tiffanie Bleau, Senior Assistant County Attorney

   Documents: BSR - ADDENDUM 2016 FOR TRINITY.DOCX, PAYMENT PROCESSING ADDENDUM SIGNED BY VENDOR 5.31.16.PDF

4. **Appointment to Citizen Budget Committee**
   Adoption of a resolution to amend Resolution No. 160108, adopted on February 9, 2016 and appointing Cynthia Mares to serve on the Citizen Budget Committee to fill a vacancy under District 1, which appointment will expire February 14, 2017

   Carol Dosmann, Executive Assistant, BoCC Administration
   Diana Maes, BoCC Administration Manager
   Ron Carol, County Attorney

   Documents: CITIZ BUDG COM-BSR-RESOL-CYNTHIA MARES APPT..PDF

5. **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: 6 JUNE 28, 2016.DOC, SAMPLE BAA RESOLUTION.DOC

6. **Board of Assessment Appeals-Correction**
Adoption of a resolution for the correction of a previous resolution adopting a Board of Assessment Appeals stipulation containing the incorrect docket number

Ron Carl, County Attorney
Karen Thompsen, Paralegal, County Attorney's Office

Documents: 6 JUNE 28 2016 CORRECTION.DOC

7. **Centennial Airport - Airport Improvement Program (AIP) Grant**
Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign an FAA grant agreement for Airport Improvement Program grant funding for AIP Grant No. 3-08-0029-50-2016, with grant match funding to be supplied by the Arapahoe County Airport Authority, for funding for a project to rehabilitate runway 17L/35R at Centennial Airport

Centennial Airport Authority
Robert Hill, Senior Assistant County Attorney
Ron Carl, County Attorney

Documents: FAA.GRANT.AIP50.BSR.DOC, AIP50.RESO.DOC, 0616CONAPPROVALOFGRANTAGREEMENTAIP50DOCS.PDF

8. **Extension of Agreement for Services with Accuracy, Inc d/b/a Ultramax Ammunition**
Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the Extension of the Agreement for Services with Accuracy, Inc., d/b/a Ultramax Ammunition, for a period of one (1) year from January 1, 2016 to December 31, 2016, for the purpose of obtaining ammunition for use by the Arapahoe County Sheriff's Office, pursuant to the terms contained therein

Olga Fujaros, Budget & Logistics Manager, Sheriff's Office
Vince Line, Detentions Bureau Chief, Sheriff's Office
Louie Perea, Undersheriff, Sheriff's Office
David C. Walcher, Sheriff
Janet Kennedy, Director, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents: ULTRAMAX AMMO 2016 BSR.DOC, 2016 RESO ULTRAMAX AMMO.DOC, ULTRAMAX EXTENSION LETTER.PDF

9. **Greater Metro Denver Healthcare Partnership Amendment Between Jefferson County and Arapahoe County**
Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign an Intergovernmental Agreement between Arapahoe County, Jefferson County and the Greater Metro Denver Healthcare Partnership for A/D Works! to reimburse the American Job Center for a Healthcare Coordinator's salary and benefits as part of the Greater Metro Denver Healthcare Partnership initiative, through June 30, 2017, pursuant to the terms contained therein

Kelly Folks, Workforce Division Manager, AD Works!, Community Resources
Joseph Barela, Manager of AD Works!, Community Resources
Donald A. Klemme, Director, Community Resources
Judith Emery, Director, Colorado Urban Workforce Alliance, Convener for the Greater Metro Denver Healthcare Partnership
Janet Kennedy, Director, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents: JEFFCO BSR AMENDMENT FINAL-CONSENT AGENDA-6.21.2016.DOC

10. **Memorandum of Understanding Between Arapahoe County and Aurora Mental Health Center to Provide Mental Health Services at the JCDF in Accordance with the JBBS Grant**

    Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the Memorandum of Understanding by and between Arapahoe County and Aurora Mental Health Network for services provided in conjunction with the 2016-2017 Jail Based Behavioral Health Services Grant, pursuant to the terms contained therein

    Olga Fujaros, Budget & Logistics Manager, Sheriff's Office
    Vince Line, Detentions Bureau Chief, Sheriff's Office
    Louie Perea, Undersheriff, Sheriff's Office
    David C. Walcher, Sheriff
    Janet Kennedy, Director, Finance
    Tiffanie Bleau, Senior Assistant County Attorney

    Documents: BSR AUMHC 6.6.16.PDF, MOU AUMHC - VENDOR SIGNED 6.6.16.PDF

GENERAL BUSINESS ITEMS

1. ***PUBLIC HEARING - Case P15-010 - Dove Valley V, Filing 13 Replat**

   Consideration of a request from the applicant, Dave Berwanger, on behalf of the owner, Dove Valley Business Partners, for approval of a replat known as Dove Valley V Filing 13, which seeks to replat lots 1 through 16 of Dove Valley V, Block 12, consisting of 82.56 acres

   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: P15-010 BSR DOVE VALLEY V REPLAT.PDF, P15-010 DRAFT MOTIONS.PDF, P15-010 SR DOVE VALLEY V REPLAT.PDF, P15-010 EXHIBIT DOVE VALLEY V REPLAT.PDF, P15-010 RESO PLAT APPROVAL - TO BE COMPLETED AFTER HEARING.PDF

2. **GENERAL BUSINESS - Case V15-005 - Dove Valley V, Block 12, Vacation of Easements**

   Consideration of a request from applicant Dave Berwanger, on behalf of the owner, Dove Valley Business Partners, for approval of Dove Valley V, Block 12, Vacation of Easements, which seeks to vacate various easements configured to support the existing plat configuration of Dove Valley V, Block 12 because they do not correspond to the plat configuration proposed in the concurrent P15-010 replat application

   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: V15-005 BSR DVBP EASEMENT VACATION.PDF, V15-005 RESO VACATION - TO BE COMPLETED AFTER HEARING.PDF, V15-005 DRAFT MOTIONS.PDF, V15-005 SR DVBP EASEMENT VACATION W EXHIBITS.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.

REPORT FOR 06/07/2016 TO 06/13/2016
FUNDS SUMMARY:

FUNDS SUMMARY:

10 General Fund	1,725,699.98
11 Social Services	142,337.20
14 Law Enforcement Authority Dist	6,961.08
15 Arapahoe / Douglas Works!	54,986.54
16 Road and Bridge	1,589,161.64
20 Sheriff's Commissary	15,570.86
21 Community Development	54,252.53
25 Developmental Disability	1,178,128.54
26 Grants	389,092.70
28 Open Space Sales Tax	9,806.72
29 Homeland Security - North Cent	49,350.10
33 Building Maintenance Fund	29,788.58
34 Fair Fund	373.09
41 Capital Expenditure	172,160.44
42 Infrastructure	138,046.70
43 Arapahoe County Recreation Dis	1,246.02
70 Central Services	190,778.21
71 Self-Insurance Liability	3,562.02
73 Self-Insurance Workers Comp	13,054.49
74 Self-Insurance Dental	36,096.24
84 E-911 Authority	1,025.24
91 Treasurer	6,886,560.12
	==========
TOTAL	12,688,039.04

FUND REPORT - EXPENDITURE TYPE
FUND 10 EXPENDITURE REPORT

ADT SECURITY SERVICES	Services And Other	642.00
ALMA LIDIA SANCHEZ	MISC.	15.00
AN/CF ACQUISITION CORP	Supplies	29.32
ANGELA ARNOLD	Services And Other	46.16
ANGIE ZBOROWSKI/PETTY CASH	Services And Other	211.16
ANGIE ZBOROWSKI/PETTY CASH	Supplies	199.56
ANTHONY CAMERA PHOTOGRAPHY	Services And Other	175.00
AQUA SERVE	Services And Other	166.00
ARAMARK CHICAGO LOCKBOX	Services And Other	6,015.00
ARAMARK CHICAGO LOCKBOX	Supplies	54,630.61
ARAPAHOE COUNTY SHERIFFS OFFICE	Supplies	4,571.45
BETH A KINSKY	Services And Other	40.00
BISCUIT AND BERRIES	Services And Other	1,191.50
BRENDA SIMONS	Services And Other	2.61
BRIDGESTONE RETAIL OPERATIONS LLC	Services And Other	467.77
BRUCKNER TRUCK SALES INC	Supplies	662.70
CARQUEST AUTO PARTS	Supplies	166.90
CDW GOVERNMENT, INC.	Services And Other	840.00
CDW GOVERNMENT, INC.	Supplies	98.02
CENTENNIAL PRODUCTS	Supplies	190.31
CHEMRES-SECURITY LLC	Services And Other	850.00
CINDY WERT	Services And Other	4.15
CITY OF AURORA	Services And Other	689.24
CLEAN DESIGNS INC	Services And Other	92.58
CLEAR CREEK CO DA	MISC.	23.45

RESOLUTION NO. 160--- 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, June 28, 2016; 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
5280 Waste Solutions	27399-74794-001	2015	$30,134.08
Boyer Poperty Management	2077-33-1-01-009	2015	$22,954.51
Alpert, Scott et al	2073-25-3-32-002	2014	$18,712.91

Information received from poprety owner, after the original value was placed on property, resulted in a reduction to that property's value.

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: **June 3, 2016**

To: Board of County Commissioners

Through: Ron Carl, County Attorney

From: Barbara LeBlanc, Paralegal

Subject: Abatement

Request and Recommendation
The purpose of this request is to obtain the authorization for the Chair to sign a resolution approving the recommendations of the Assessor concerning the listed abatement.

Background
These abatements were filed by petitioners and approved the Assessor's Office. C.R.S. 39-1-113(1) states. . ."no decision on any petition regarding abatements or refund of taxes shall be made unless a hearing is had thereon. . ."

Discussion
Attached in draft resolution

Alternatives:
None

Fiscal Impact
A decrease in the taxes collected on approval abatements.

Concurrence
The Assessor and County Attorney support these recommendations.

Reviewed by:
Barbara LeBlanc, Paralegal
Ron Carl, County Attorney

Board Summary Report

Date: May 31, 2016

To: Board of County Commissioners

Through: David C. Walcher, Sheriff

From: Olga Fujaros, Budget & Logistics Manager

Subject: Payment Processing Addendum to the Agreement for Services between Arapahoe County and Trinity Services Group, Inc.

Request and Recommendation
Request the Board of County Commissioners (BoCC) to authorize the Chair of the Board of County Commissioners to sign the Payment Processing Addendum to the Agreement for Services between Arapahoe County and Trinity Services Group, Inc. involving the provision of Commissary Services and Inmate Kiosk System.

Background
An RFP for commissary services and inmate kiosk system was solicited in 2011 for 2012 with the option to extend for an additional three (3) years. Trinity Services Group, Inc. ("Trinity") was awarded the contract for the provision of Commissary Services and Inmate Kiosk System per RFP-11-64. On January 26, 2016, the BoCC approved a Waiver of Bid for Inmate Commissary Services and a new Agreement for Services between Arapahoe County and Trinity took effect on April 1, 2016.

Discussion
On May 23, 2016, Trinity sent to Budget and Logistics staff an Addendum to the current contract which outlines and formalizes the cash handling services and the payment processing services provided by Trinity and its subsidiaries to the Arapahoe County Sheriff's Office Detention Facility regarding inmate accounts at that Facility. This same addendum had been added to the prior Agreement on July 28, 2015 but was inadvertently not added to the current Agreement.

Alternatives
The alternative would be to reject all or part of Trinity's cash handling and Payment Processing system and to suggest changes to that system.

Fiscal Impact
These cash handling and payment processing services are provided at no cost to the Arapahoe County Sheriff's Office Detention Facility.

Concurrence
The Sheriff's Office Administration and Detention Services Bureau are in full support of the Payment Processing Addendum to the Agreement for Services with Securus Technologies, Inc.

Reviewed By:

Olga Fujaros, Acting Budget & Logistics Manager

Vince Line, Detention Bureau Chief

Louie Perea, Undersheriff

David C. Walcher, Sheriff

Finance Department

County Attorney

RESOLUTION NO. . It was moved by Commissioner and duly seconded by Commissioner to authorize the Chair of the Board of County Commissioners to sign the Payment Processing Addendum to the Agreement for Services with Trinity Services Group, Inc. by and between Arapahoe County and Trinity Services Group, Inc. for the purpose of outlining and formalizing the cash handling and payment processing procedures at the Arapahoe County Sheriff's Office Detention Facility, for the period of April 1, 2016 to March 31, 2017, at the rates set forth in the Agreement.

The vote was:

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

The Chair declared the motion carried and so ordered.

PAYMENT PROCESSING ADDENDUM

This Payment Processing Addendum is entered into by and between the Board of County Commissioners of the County of Arapaho, State of Colorado ("Client") and Trinity Services Group, Inc., ("Trinity") effective when signed by both parties. The Client and Trinity are referred to herein individually as a Party and collectively as the Parties.

WHEREAS, the Parties have entered into an Agreement For Services whereby Trinity provides its Commissary Services and Inmate Kiosk System services to Client (the "Agreement"), and

WHEREAS, the services provided involve in part cash handling services and payment processing services both of which have become, in some instances, regulated activities, and

WHEREAS, the Parties desire to memorialize their agreement regarding how Trinity will provide the cash handling services and payment processing services.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements expressed herein, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound by the terms stated in this Addendum, do agree as follows:

1. **Services**. Trinity Services Group, Inc. ("Trinity"), directly and through its wholly owned subsidiary, Swanson Services Corporation (referred to as "Provider" and collectively with Trinity the "Trinity/Provider") will provide cash handling services and payment processing services for payments made for the benefit of inmates at the Client's facility through kiosks, online websites and/or mobile sites or applications operated by Trinity or Provider or such other methods that the parties agree will be made available for the benefit of inmates at Client's facility ("**Transactions**") for crediting inmate trust account balances held by Client (the "**Services**"). Swanson provides the Services in its capacity as a licensed money services provider and will provide the Services under the terms and conditions set forth on Exhibit A, as may be amended by mutual written agreement from time to time. Trinity represents and warrants to Client that Swanson is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations and card associations' operating rules applicable to the Services.

2. **Authorization**. By executing this Payment Processing Addendum (the "**Addendum**"), Client authorizes Trinity and the Provider to act on its behalf in handling cash and to submit Transactions initiated by individuals through the Services to the VISA and MasterCard card networks or otherwise for authorization, processing and settlement to Client for the benefit of inmates at Client's facilities.

3. **Effective Date/Term**. This Addendum shall become effective as of the date last executed by both the Client and Trinity and shall continue in effect for the same contract period as the Agreement. Except as expressly provided herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. **Rates**. The Services shall be provided at no cost to Client. Trinity/Provider shall charge persons initiating a Transaction a service fee in accordance with their rate schedule and shall notify the Client of any proposed adjustments a minimum of one hundred twenty (120) calendar days prior to the effective date of the new price increase. Any proposed changes shall take effect only after

approval by the Client. Trinity and Provider shall have the exclusive right to provide cash handling services and payment processing activities related to the Services at the Client's facility and the exclusive right to collect and receive money handling fees associated with the Services which fees shall belong to Trinity/Provider.

This Addendum (including Exhibit A) constitutes the entire agreement between the parties with respect to the Services provided hereunder and supersedes all prior proposals and agreements, both written and oral, and all other communications between the parties.

ACKNOWLEDGED AND AGREED TO:

By signing this form, each party accepts the terms set forth herein:

Board of County Commissioners of the County of Arapaho, State of Colorado

By: _____

Name: _____

Title: _____

Date: _____

Trinity Services Group, Inc.

By: R. Andrew Garner

Name: R. Andrew Garner

Title: VP & CFO

Date: 5-23-2014

EXHIBIT A TO PAYMENT PROCESSING ADDENDUM

1. **Transaction Processing/Settlement**.

   a. Provider facilitates processing and settlement of Transactions by third parties through websites and/or other remote sites or applications operated by Trinity/Provider or such other methods that the Parties agree will be made available during the Term.

   b. Upon authorization of the Transaction, Client authorizes Provider to provide associated payment information to Trinity/Provider for entry into Trinity/Provider's Canteen Manager or Cobra Banker account management system on behalf of the Client.

   c. Proceeds of the Transactions will be deposited in an account maintained by Trinity/Provider. Trinity/Provider will transmit funds to Client's designated accounts. Client authorizes Trinity/Provider to provide amounts corresponding to proceeds of Transactions due to inmates (minus Trinity/Provider's service fee) from the Trinity/Provider accounts to Client's designated bank account on a weekly basis.

2. **Transaction Types and Limits**. Client acknowledges and agrees that Trinity/Provider may determine, in its sole discretion, to suspend, terminate or place restrictions on one or more individual's ability to use the Services. Client may require Trinity/Provider to place limitations on transactions (such as due to applicable legal or regulatory restrictions or Client's account administration policies). Such requirements shall be designated in writing to Trinity/Provider, and the Parties shall agree upon a commercially agreeable timeframe for implementation.

3. **Refunds/Chargebacks**.

   a. The Parties acknowledge that once an individual submits a transaction to the applicable payment network or otherwise for processing, Trinity/Provider cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Trinity/Provider are non-refundable to the individual by Trinity/Provider. Individuals may have additional refund or chargeback rights under their agreement with the card issuer or applicable law.

   b. In the case of chargebacks or returned funds, Trinity/Provider will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Trinity/Provider sole discretion. Upon written request from Trinity/Provider, Client agrees to provide requested information needed to pursue the chargeback. Trinity/Provider shall have no liability for chargebacks upheld through the card association dispute resolution procedures or which Trinity/Provider chooses, in its sole discretion, not to pursue through the card association's dispute resolution process.

   c. If an individual requests a refund, Trinity/Provider will not be responsible for making those funds available if they have been already settled to a designated account by Trinity/Provider or are beyond Trinity/Provider's control. If Client and individual issue inconsistent instructions or requests to Trinity/Provider, Client's instructions will control and Client will reimburse, indemnify and hold Trinity/Provider harmless from any and all losses, costs and expenses (including reasonable attorneys' fees) as a result of complying with Client's instructions.

4. **Data Security and Privacy**. Trinity/Provider will utilize nonpublic personal information of individuals solely to provide the Services and as otherwise permitted by applicable law. For purposes of this Section, "nonpublic personal information" ("**NPPI**") has the meaning ascribed in the Gramm-Leach-Bliley Act, Title V and applicable regulations thereunder. Trinity/Provider and any third parties will comply with the Payment Card Industry Data Security Standards (PCI DSS) and applicable privacy and data security laws and regulations with respect to the Services.

5. **Termination**. This Addendum may be immediately terminated by either Party, in its sole discretion: (i) in the event either Party has not cured a breach of this Addendum within (30) days of written notice of such purported breach from the non-terminating Party; or (ii) for its convenience at any time upon at least ninety (90) days written notice to the other Party. Termination of the Addendum does not affect either Party's respective rights or obligations as to any Transaction submitted for processing prior to termination.

6. **Limitation of Liability; No Other Warranty**. OTHER THAN TRINITY/PROVIDER'S OBLIGATION FOR ANY FUNDS RECEIVED FROM INDIVIDUALS, IN NO EVENT SHALL TRINITY/PROVIDER'S AGGREGATE LIABILITY IN TOTAL FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS ADDENDUM EXCEED THE AMOUNT OF SERVICE FEES PAID TO TRINITY/PROVIDER FOR THE TRANSACTIONS RELATING TO THE CLAIM. THE FOREGOING LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM OR THE FORM OF THE ACTION EMPLOYED, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE. IN NO EVENT WILL TRINITY/PROVIDER BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR LOST REVENUE WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY. THE SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY STATED IN THIS ADDENDUM, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE.

7. **Marketing.** Trinity/Provider and Client agree to work together on marketing initiatives to support the Services. Materials representing, promoting or referring to the Services will not be utilized or distributed until approved in writing by both Parties, not to be unreasonably withheld.

8. **Customer Support/Complaints**. Trinity/Provider agrees to provide customer service related to the Services offered through the website or other customer interfaces provided by Trinity/Provider and responding and resolving claims, inquiries or complaints arising out of the acceptance and settlement of Transactions. Client agrees to provide customer service related to the underlying obligation to the Client, inmate trust account status, and/or payments received by Client, and responding to and resolving all claims, inquiries or complaints arising out of the crediting of the Transaction amount to the Client's inmate trust account or obligations owed by inmates. The Parties agree to cooperate with each other in resolving complaints, with each Party to bear its own costs.

9. **Error/Fraud Prevention and Investigations**. Trinity/Provider may utilize various tools to ensure the accuracy of the information transmitted and the validity of the transactions through the Services to reduce errors or fraud, including any changes to user interfaces or systems it deems necessary. Client agrees to cooperate in good faith with investigations by Trinity/Provider into errors or fraud or other suspicious transactions.

ARAPAHOE COUNTY
COLORADO'S FIRST

BOARD SUMMARY REPORT

Date: June 28, 2016

To: Board of County Commissioners

Through: Diana Maes, BOCC Administration Manager

From: Carol Dosmann, Executive Assistant, BOCC Administration

Subject: Amend Resolution No. 160108 adopted on February 9, 2016 and approve the appointment of Cynthia Mares to the Citizen Budget Committee to fill a vacancy under District 1.

Purpose and Recommendation

Amend Resolution No. 160108 adopted on February 9, 2016 and approve the appointment of Cynthia Mares to the Citizen Budget Committee to fill a vacancy under District 1, which appointment will expire on February 14, 2017.

Background

The Citizen Budget Committee is responsible for reviewing the annual proposed Arapahoe County Budget. The Committee reviews proposals that have significant fiscal and operational impacts and performs other duties as assigned by the Board of County Commissioners. When directed by the Board, the Committee gathers information and makes recommendations regarding County financial decisions.

Discussion

Alternatives

Fiscal Impact

Concurrence

Reviewed By:

Diana Maes, BOCC Administration Manager
John Christofferson, Deputy County Attorney

RESOLUTION NO. 160 It was moved by Commissioner and duly seconded by Commissioner to amend Resolution No. 160108 adopted on February 9, 2016, and to hereby appoint Cynthia Mares to serve on the Citizen Budget Committee to fill a vacancy in Commissioner District 1, which appointment will expire on February 14, 2017. Said appointee shall serve at the pleasure of the Board of County Commissioners and said appointee may be removed at any time by action of the Board of County Commissioners, with or without good cause shown.

The vote was:

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

The Chair declared the motion carried and so ordered.

Arapahoe County
Colorado's First

Board Summary Report

Date: June 17, 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	66011	X Wing LLC	2727 South Parker Road	1.	$2,687,800	$2,015,000
2015/ 2016	66045	Polacek Family Limited Partnership, LLLP	2305 South Syracuse Way	2.	$1,390,000	$1,303,000
2015/ 2016	66454	Littleton Partnership	1449 West Littleton Blvd	2.	$911,400	$740,000
2015	66470	Kimco South Parker 682, Inc.	2353 South Havana Streeet & 2350 South Parker Road	4.	$13,427,000	$13,057,000
2015/ 2016	66620	First Federal Mortgage & Investment, LLC	3930 South Logan Street	3.	$377,200	$320,000
2015/ 2016	66693	Charles P. Anderson	6777 East Orchard Road	5.	$1,892,730	$1,697,000

2015/ 2016	66732	SHLP Highland Crossing Square LLP	1909 South Quebec Street	3.	$19,413,000	$10,562,700
2015/ 2016	68235	Mudd Trust 24.68% et al	12943 East Briarwood Ave	3.	$971,474	$822,412

Reasons

1. Comparable market sales, including base period sale of the subject for $1,525,000 and subsequent renovation permits for $511,000, indicate that adjustment to this value of $150/sf is correct.
2. Income and sales comparison approaches indicate that adjustment to this value is correct.
3. Comparable market sales indicate that an adjustment to this value is correct.
4. Based on vacancy as of 12/31/2014 and subsequent new configuration for the subject, the 2016 value was reduced to $13,057,000. The 2015 value is reduced to the same value.
5. Based on the condition of the subject in relation to comparable market sales, an adjustment to this value is correct.

Alternatives

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

Fiscal Impact

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

Concurrence

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

Reviewed By:

Ronald A. Carl, County Attorney
Karen Thompsen, Paralegal

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

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.

Arapahoe County
Colorado's First

Board Summary Report

Date: June 17, 2015

To: Board of County Commissioners

Through: Ronald A. Carl, County Attorney

From: Karen Thompsen, Paralegal

Subject: Approval of a Corrected BAA Stipulation (1 Resolution Number)

Request and Recommendation
The purpose of this request is for the Board to adopt a resolution for the correction of a previous resolution adopting a Board of Assessment Appeals (BAA) stipulation containing the incorrect docket number.

Background
The Board approved a stipulation as set forth in Resolution No: 160171 adopted on March 1, 2016, for docket number 65941. Upon review, the correct docket number is 66068.

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

Tax Year	Docket #	Property Owner	Property Address	Reason	Original Value	Stipulated Value
2015/ 2016	66068	Robert O. Eshelman	3036 South Waco Court	1	$238,200	$225,013

Reasons
1. Comparable market sales indicate that an adjustment to this value is correct.

Explanations
None.

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: June 20, 2016

To: Board of County Commissioners

Through: Ron Carl, County Attorney

From: Robert Hill, Asst. County Attorney

Subject: AIP-50; FAA Grant Agreement Rehabilitation of Runway 17L/35R

Purpose and Recommendation
The purpose of this request is for the Board to consider approval of a FAA Airport Improvement Program grant agreement for funding for the rehabilitation of Runway 17L/35R at Centennial Airport.

Background and discussion
Arapahoe County Airport Authority has a grant offer from the FAA in the amount of $7,109,595 for the rehabilitation of Runway 17L/35R. Matching funds will be provided by the Airport Authority and are in the Airport's 2016 budget. A copy of the staff report for the Airport Authority Board attached.

Fiscal Impact
Grant revenue for the airport in the amount of up to $$7,109,595. Airport Authority will provide the 10% matching funds.

Reviewed by
Robert Hill, Asst. County Attorney

REPORT/ RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY AND RECORD OF ACTION

June 16, 2016

FROM: Michael Fronapfel, Director – Planning & Development

SUBJECT: Approval of the AIP-50 Grant Agreement.

RECOMMENDATION: Motion to approve the AIP-50 Grant Agreement for rehabilitation of runway 17L/35R and authorize the Chair and Clerk to sign upon receipt of the grant.

BACKGROUND: The AIP-50 grant is for the rehabilitation of runway 17L/35R. The Airport expects to receive the grant for this project in June, 2016. The project is expected to be completed this summer.

See the attached draft Grant Agreement.

FINANCIAL DATA: The total grant amount is expected to be $7,109,595. The Airport will be responsible for a 10% match of the total project cost which is included in the 2016 budget.

REVIEW BY OTHERS: L. Hinton

PRESENTERS: Michael Fronapfel

Action of the Board of Commissioners

	1st	2nd	YES	NO	ABSTAIN
Bagnato					
Doty					
Doubek					
Holen					
Sharpe					

RESOLUTION NO. _____ It was moved by Commissioner _____ and duly seconded by Commissioner _____ to authorize the Chair to sign an FAA grant agreement for Airport Improvement Program grant funding for AIP Grant No. 3-08-0029-50-2016, with grant match funding to be supplied by the Arapahoe County Airport Authority, for funding for a project to rehabilitate runway 17L/35R at Centennial Airport.

The vote was:

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

The Chair declared the motion carried and so ordered.

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	
Airport/Planning Area	Centennial Airport
AIP Grant Number	3-08-0029-050-2016 (Contract No. DOT-FA16NM-10XX)
DUNS Number	185801990

TO: County of Arapahoe, Colorado and the Arapahoe County Public Airport Authority
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated January 22, 2016, for a grant of Federal funds for a project at or associated with the Centennial Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Centennial Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 17L/35R

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

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This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $7,109,595.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $0 for planning

   $7,109,595 for airport development or noise program implementation

   $0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

   The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September XX, 2016, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must

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furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. **System for Award Management (SAM) Registration And Universal Identifier.**

A. Requirement for System for Award Management (SAM)**:** Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–606-8220) or the Internet (currently at http://fedgov.dnb.com/webform).

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any

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contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. **Maximum Obligation Increase for Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

A. may not be increased for a planning project;

B. may be increased by not more than 15 percent for development projects;

C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

A. Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. **Ban on Texting When Driving.**

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
   a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts

21. **Trafficking in Persons.**

A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, and subrecipients of private or public Sponsors (private entity). Prohibitions include:

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1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

1. Is determined to have violated the Prohibitions; or
2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
   a. Associated with performance under this agreement; or
   b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR part 1200.

22. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated November 12, 2009, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. **Current FAA Advisory Circulars for AIP Projects:** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated December 31, 2015, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. **Assurances:** The Sponsor agrees to comply with the Assurances attached to this offer, which replaces the assurances that accompanied the Application for Federal Assistance.

24. **Pavement Maintenance Management Program:** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will

1) Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
2) Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
3) Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
   a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
      1. location of all runways, taxiways, and aprons;
      2. dimensions;
      3. type of pavement, and;
      4. year of construction or most recent major rehabilitation.
   b. Inspection Schedule.
      1. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

2. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

4) Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

a. inspection date;

b. location;

c. distress types; and

d. maintenance scheduled or performed.

5) Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

25. **Projects Which Contain Paving Work in Excess of $500,000:** The Sponsor agrees to:

1) Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

a. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.

b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.

c. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).

d. Qualifications of engineering supervision and construction inspection personnel.

e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.

f. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

2) Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

3) Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

4) The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

27. **Final Project Documentation:** The Sponsor understands and agrees that in accordance with 49 USC 47111, and the Airport District Office's concurrence, that no payments totaling more than 97.5 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be

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satisfactorily completed. Satisfactorily complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.

28. **AGIS Requirements:** Airports GIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

John P. Bauer
(Typed Name)

Manager, Denver Airports District Office
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Executed this _____ day of _____, ___2016_____.

COUNTY OF ARAPAHOE, COLORADO
(Name of Sponsor)

_____
(Signature of Sponsor's Authorized Official)

By: _____
(Printed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, ___2016____.

By _____
(Signature of Sponsor's Attorney)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Executed this _____ day of _____, ___2016_____.

ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY

(Name of Sponsor)

_____

(Signature of Sponsor's Authorized Official)

By: _____

(Printed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Designated Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, ___2016_____.

By _____

(Signature of Sponsor's Attorney)

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[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ARAPAHOE COUNTY
COLORADO'S FIRST

David C. Walcher
Sheriff

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

Board Summary Report

Date: June 9, 2016

To: Board of County Commissioners

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

From: Olga Fujaros, Budget and Logistics Manager

Subject: Extension of Agreement for Services with Accuracy, Inc., d/b/a Ultramax Ammunition, RFP-13-82, Training and Duty Ammunition

Request and Recommendation

Request the Board of County Commissioners to authorize the Chair of the Board of County Commissioners to sign the Extension of Agreement for Services with Accuracy, Inc., d/b/a Ultramax Ammunition, for training and duty ammunition.

Background

The Arapahoe County Sheriff's Office has purchased ammunition in past years based on a contract with Ultramax Ammunition. Through the Request for Proposal, Ultramax was chosen in RFP-13-82.

Discussion

The Arapahoe County Sheriff's Office requires ammunition for mandatory training of incoming recruits and sworn personnel, as well as providing duty ammunition to sworn personnel. Duty ammunition is periodically replaced with new ammunition consistent with Sheriff's Office policy and procedure, as well as manufacturer recommendations.

Links to Align Arapahoe

Quality of Life-Foster Safe Communities: The Agreement with Accuracy, d/b/a Ultramax Ammunition, allows the purchase of the necessary ammunition to maintain the safety of the Sheriff's Office sworn personnel and the community at large.

Alternatives
There are no alternatives.

Fiscal Impact
The cost for the ammunition will be paid out of the Sheriff's Office 2016 Operating Budget.

Concurrence
The Sheriff's Office Administration and Support Services Bureau are in support of this request.

Reviewed by:
Olga Fujaros, Budget and Logistics Manager
Larry Etheridge, Support Services Chief
Louie Perea, Undersheriff
David C. Walcher, Sheriff
Finance Department
County Attorney

RESOLUTION NO. It was moved by Commissioner and duly seconded by Commissioner to authorize the Chair of the Board of County Commissioners to sign the Extension of Agreement for Services with Accuracy, Inc., d/b/a Ultramax Ammunition, for a period of one (1) year from January 1, 2016 to December 31, 2016, for the purpose of obtaining ammunition for use by the Arapahoe County Sheriff's Office, pursuant to the terms contained therein.

The vote was:

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

The Chair declared the motion carried and so ordered.

ARAPAHOE COUNTY
COLORADO'S FIRST

David C. Walcher
Sheriff

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

April 28th, 2016

Accuracy, Inc. dba Ultramax Ammunition
Attn: Ms. Lana Braunstein
2112 Elk Vale Road
Rapid City, SD 57701

Subject: Extension of the Agreement for Training and Duty Ammunition
RFP-13-82

Arapahoe County and Accuracy, Inc. dba Ultramax Ammunition, the **PRIMARY** vendor, entered into an agreement for RFP-13-82 for Training and Duty Ammunition for Arapahoe County on January 1, 2014. The parties may mutually agree upon an annual extension of this contract pursuant to the provisions as set forth in the original Agreement for Services or Purchase Agreement.

Accuracy, Inc. dba Ultramax Ammunition has agreed to maintain pricing without any increases, and all parties mutually agree upon an annual extension of this contract pursuant to the provisions set forth in the solicitation.

Staff has determined that it is to the best interest of the County to extend the agreement from January 1, 2016 through December 31, 2016.

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

Consensus:

Sheriff — Date: 04/28/16

Keith Ashby, CPPO — Date: 4/29/16

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Committed to Quality Service with an Emphasis on Integrity, Professionalism and Community Spirit.

ARAPAHOE COUNTY
COLORADO'S FIRST

David C. Walcher
Sheriff

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13101 E Broncos Parkway
Centennial Colorado 80112
Phone: 720-874-4176
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www.arapahoesheriff.org
sheriff@arapahoegov.com

CONTRACTOR:

By: Lana Braunstein
(signature)

Title: _____

Signed this 11th day of May, 2016

State of ~~Colorado~~ SD

County of: Pennington

Subscribed and sworn to before me this 11th day of May, 2016

By: Karlene Stangle.

My commission expires: 07-15-2017

Notary Public

SEAL

KARLENE STANGLE
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA
MY COMMISSION EXPIRES JULY 15, 2017

ATTEST: Clerk to the Board

ARAPAHOE COUNTY

By:

Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

Board Summary Report

Date: June 21, 2016

To: Board of County Commissioners

Through: Donald A. Klemme, Director Community Resources Department
Joseph Barela, Division Manager of A/D Works!, Community Resources
Kelly Folks, Deputy Division Manager, A/D Works!, Community Resources

From: Judith Emery, Director, Colorado Urban Workforce Alliance (CUWA)
Convener for the Greater Metro Denver Healthcare Partnership (GMDHP)

Subject: Approval of an amended Intergovernmental Agreement for the GMDHP between Arapahoe County and Jefferson County through June 30, 2017

Request and Recommendation

In order for Arapahoe County to continue to reimburse the American Job Center (AJC) for the Healthcare Coordinator's salary and benefits as part of the Greater Metro Denver Healthcare Project (GMDHP) initiative, an amended Intergovernmental Agreement (IGA) is necessary between the two Counties on behalf of the workforce regions through June 30, 2017. The amended IGA requires a signature by the Chair of the Arapahoe County Board of County Commissioners. This IGA was originally approved by the Board of County Commissioners at the Drop In session on April 20, 2015 and signed by the Chair on May 12, 2015. It is the interest of the four workforce regions to continue this IGA through June 30, 2017.
At a Study Session on June 21, 2016 the BOCC considered the staff request and recommendation for approval of this amended Intergovernmental Agreement and directed staff to schedule the amended IGA on Consent Agenda for June 28, 2016.

Links to Align Arapahoe

1. Quality of Life: Approval of the amendment to the existing GMHDP contract is needed to ensure that ADW! may keep staffing in place to serve citizens and business/industry within the Healthcare realm, enhancing their quality of life and ensuring the highest rate of return on public investment, while contributing to the Counties economic vitality .
2. Fiscal Responsibility: The amendment to the existing GMHDP contract is imperative to ensure that funding will not be jeopardized and ADW! will be able to continue to strategically invest in Human Capital, which directly contributes to the Counties overall economic vitality.
3. Service First: Approval of the amendment to the existing GMHDP contract is needed to continue to ensure that citizens and taxpayers receive best-in-class workforce development services that are responsive to their dynamic needs.

Background

The GMDHP is in its 6th year and is funded by three workforce local areas which include Arapahoe and Douglas, Denver and Jefferson/Gilpin and Clear Creek Counties. The GMDHP is also financially supported by the Colorado Workforce Development Council (CWDC) through a sector grant beginning July 1, 2016. The GMDHP is supported by healthcare industry partners who include representatives from the following

systems: Centura Health, HealthONE, Kaiser Permanente, Denver Health and Hospitals, University of Colorado Hospital, Children's Hospital and Exempla/Lutheran. Arapahoe County on behalf of A/D Works! is the fiscal agent for this sector initiative and CUWA oversees and convenes this initiative. The GMDHP has been a very successful regional sector partnership and there is strong interest to continue this initiative across the three workforce local areas and the healthcare industry. The GMDHP recruited for the Healthcare Coordinator position from the three workforce local areas and a staff member from Jefferson County was selected and has been on loan to the project since May 2015 when the Intergovernmental Agreement was signed between Jefferson County and Arapahoe County.

Discussion

The GMDHP needs a Healthcare Coordinator to continue to coordinate and manage the initiative across the healthcare industry and three workforce local areas. The Workforce Directors agreed to recruit from within their workforce local areas for the Healthcare Coordinator position. Funding for the position is paid for by the three workforce local areas and a grant with the CWDC. A staff member from Jefferson County has been on loan to the GMDHP since the Intergovernmental Agreement was signed between Arapahoe County and Jefferson County. This position assists the three workforce local areas in recruiting, training and placing job seekers in targeted healthcare occupations identified by the healthcare industry partners. This healthcare sector initiative has been very successful and is consistent with the intent of the new Workforce Innovation and Opportunity Act (WIOA) that went into effect on July 1, 2015.

Alternatives

If the IGA is not authorized and amended, Arapahoe County will not be able to reimburse Jefferson County for the staff member on loan to the project and the project will not be able to move forward as a regional sector initiative. This sector initiative is consistent with the intent of the new Workforce Innovation and Opportunity Act (WIOA) that went into effect July 2015.

Reviewed by/Concurrence

The initiative is supported by the A/D Works! Workforce Development Board, the three workforce local area Directors, and the Greater Metro Denver Healthcare Partnership Leadership Team.

Fiscal Impact

A/D Works! has requested financial resources from the three workforce regions and healthcare industry partners and CWDC to fund the Healthcare Coordinator position through June 30, 2017. There is no anticipated negative fiscal impact to Arapahoe County Government.

Approved By:

Don Klemme, Community Resources Director
Joe M Barela, A/D Works! Division Manager
Kelly Folks, A/D Works! Deputy Division Manager
Tiffanie Bleau, Assistant County Attorney
Finance

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 Amendment to the Intergovernmental Agreement for the Greater Metro Denver Healthcare Partnership by and between Arapahoe County and Jefferson County, extending the original agreement through June 30, 2017.

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: June 6, 2016

To: Board of County Commissioners

Through: David C. Walcher, Sheriff

From: Olga Fujaros, Budget & Logistics Manager

Subject: 2016-2017 Memorandum of Understanding with Aurora Mental Health Center for Jail Based Behavioral Health Services at the Arapahoe County Sheriff's Office Detention Facility

Request and Recommendation

Request the Board of County Commissioners to authorize the Chair of the Board of County Commissioners to sign the Memorandum of Understanding between Arapahoe County and the Aurora Mental Health Center (AuMHC) to provide Jail Based Behavioral Health Services for the inmates at the Arapahoe County Sheriff's Office Detention Facility (ACDF) in conjunction with the 2016-2017 Jail Based Behavioral Services Grant.

Background

Arapahoe County Detention Facility's Jail Based Behavioral Health Services (JBBHS) program is funded by the JBBHS grant from the State of Colorado Department of Human Services. AuMHC meets all of the State of Colorado Department of Human Services' requirements and therefore partnered with the Arapahoe County Sheriff's Office (ACSO) in applying for the JBBHS grant in 2011. In accordance with the Request for Application, ACSO's acceptance of the JBBHS grant created a contractual obligation.

Links to Align Arapahoe

Optimize Use of Resources – Using the services of AuMHC allows ACSO to accept grant funds from the State of Colorado Department of Human Services' Jail Based Behavioral Health Services grant to provide services to inmates.

Discussion

AuMHC was approved as the Select Source Vendor for providing services in accordance with the JBBS grant for 1+4 years.

Alternatives
There are no alternatives as acceptance of the JBBS grant created contractual obligations to the content of the application listing AuMHC as the vendor who will provide services specified in the grant award.

Fiscal Impact
The cost of the services covered by the Memorandum of Understanding is funded completely by the 2016-2017 JBBHS Grant.

Concurrence
The Sheriff's Office Administration and Detention Services Bureau are in full support of the Memorandum of Understanding with Aurora Mental Health Center.

Reviewed By:

Olga Fujaros, Acting Budget & Logistics Manager

Vince Line, Detention Bureau Chief

Louie Perea, Undersheriff

David C. Walcher, Sheriff

Finance Department

County Attorney

RESOLUTION NO. It was moved by Commissioner and duly seconded by Commissioner to authorize the Chair of the Board of County Commissioners to sign the Memorandum of Understanding by and between Arapahoe County and Aurora Mental Health Network for services provided in conjunction with the 2016-2017 Jail Based Behavioral Health Services Grant, 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.

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into this 1st day of July 2016 by and between ARAPAHOE COUNTY ON BEHALF OF THE ARAPAHOE COUNTY SHERIFF'S OFFICE ("ACSO") and Aurora Mental Health ("AuMHC"). ACSO and AuMHC shall be referred to in this Agreement as "the parties."

RECITALS

WHEREAS, the parties wish to work together to provide jail based behavioral health services to inmates held at the Arapahoe County Detention Facility with substance use and abuse, co-occurring substance use, and a mental health disorder while supporting continuity of care within the community after release from incarceration and as set forth in **Exhibit A** and approved under Resolution #110682; and

WHEREAS, AUMHC has the ability, through its professional expertise, knowledge and experience to provide services as per the Jail Based Behavioral Health Service Grant Routing No. 17IHJA87797; and

NOW THEREFORE, the parties agree as follows:

1. SERVICES AND WORK PROVIDED. AUMHC agrees to perform, for ACSO, the work and services described in **Exhibit A** of this Agreement which is incorporated herein in its entirety. The contract entity shall maintain compliance with the 2013 Prison Rape Elimination Act Standards while performing described work and services.

2. COMPENSATION. In exchange for satisfactory performance of the Services described in **Exhibit A** of this Agreement, ACSO agrees to pay AUMHC for services rendered in accordance with **Exhibit B**. **Exhibit B** will be updated for each award period. Pursuant to the Performance Incentive provisions found in the Jail Based Behavioral Health Service Grant attached hereto as **Exhibit C**, AUMHC must meet or exceed the 30% benchmark found in the grant agreement in order to receive the final $35,000.00 of the contract amount in **Exhibit B**. If the benchmark is not met, AUMHC will not receive the final $35,000.00 of the contract amount from ACSO and will forego any claim to that money. AUMHC understands that it is assuming the entire risk of losing $35,000.00 of the contract amount in **Exhibit B** by entering into this agreement and its budget should reflect a withheld amount equal to $35,000.00 of the amount in **Exhibit B**.

3. CHANGES. The parties may, from time to time, request changes to this Agreement including changes in the scope of services or compensation as described in paragraphs 1 and 2 of this Agreement. Such changes that are mutually agreed upon between the parties shall be in writing, and upon execution, shall become part of this Agreement. To be effective, all changes must be signed by the parties and approved by the Board of County Commissioners or its designee.

4. TERM. It is mutually agreed by the parties that the term of this Agreement shall commence on July 1, 2015 and terminate on June 30, 2016. The allocation for the services to be

provided in this Agreement is contingent on funding availability and both parties are aware that allocations may change at any time.

5. TERMINATION. Either party shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof. Any such notice shall be given at least 30 days prior to the effective date of termination. AUMHC representatives shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of notice of termination.

6. NOTICES. Notices concerning termination of this Agreement and any other notices shall be made as follows:

For ACSO: Lt. Steve Clark
Arapahoe County Sheriff's Office Detention Facility
7375 South Potomac
Centennial, CO 80112

For AUMHC: Kathie Snell
COO
Aurora Mental Health
11059 East Bethany Drive, Suite 200
Aurora, CO 80014

Further, all notices must first be sent to the County Attorney's Office, 5334 S. Prince St. Littleton, CO 80120.

7. SEVERABILITY. In the event any of the provisions of this Agreement are determined to be unenforceable or invalid, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Agreement, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained therein.

8. INDEPENDENT CONTRACTOR. AUMHC is an independent contractor. An independent contractor is not entitled to worker's compensation benefits and is obligated to pay federal and state income tax on any monies earned pursuant to the contract relationship. Notwithstanding any provision appearing in this Agreement, all personnel assigned by AUMHC to perform work under the terms of this Agreement shall be and remain at all times employees of AUMHC or employees of their respective employers for all purposes.

9. HEADINGS; RECITALS. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The recitals to this Agreement are incorporated herein.

10. DISPUTES. The County Attorney's Office shall be notified of any disputes arising between the parties relating to the provisions of this Agreement. In the event the parties are unable

to informally resolve any disputes relating to the provisions of this Agreement, they will set a Study Session with the Arapahoe County Board of County Commissioners to discuss the reasons for the disputed and proposed resolutions.

11. ENTIRE AGREEMENT. The parties acknowledge and agree that the provisions contained herein constitute the entire Agreement and that all representations made by any agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement shall be valid unless they comply with Paragraph 3 of this Agreement.

CONTRACTOR:

By: _____
(Signature)

Title: CEO

Signed this 25 day of May, 2016

State of Colorado

County of: Arapahoe

Subscribed and sworn to before me this 1 day of June, 2016

By: Kristina Fenolio.

My commission expires: Dec 11, 2019

Kristina Fenolio
Notary Public

SEAL

KRISTINA FENOLIO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154047843
MY COMMISSION EXPIRES DEC. 11, 2019

ATTEST: Clerk to the Board

_____

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners

Date: _____

Exhibit A
Memorandum of Understanding
Arapahoe County Sheriff's Office
Aurora Mental Health Center
Jail Based Behavioral Health Services/ HB 1352 funding

In fulfillment of the Jail Based Behavioral Health Services (JBBHS) grant, Aurora Mental Health Center (AuMHC) will provide in-reach services to the Arapahoe County Sheriff's Office (ACSO) as proposed in the Technical Business Application.

The parties agree that JBBHS funds will be used as follows:

- Fund four full time clinical case managers with specific substance abuse treatment skills (CACII or CACIII) employed by AuMHC to provide direct treatment and intervention to selected offenders using manualized intervention and individual case management within the Arapahoe County Detention Facility (ACDF), and community follow-up after release;
- Fund six hours per month of supervision and management of the clinical case managers by an AuMHC clinical supervisor;
- Purchase support items to maintain communication and documentation, such as cell phone time, computers, mileage and administrative costs.
- Additional positions funded by SB214-215 shall include a full time Bachelor's or Master's level clinician to assist staff as an Intake Coordinator.
-

To manage and support these services, the parties agree that:

- Billing will occur monthly from AuMHC to ACSO for positions and expenditures that fall within the established budget of the grant;
- AuMHC will be responsible for clinical supervision of the clinical staff employed by AuMHC;
- On-site administrative supervision will be provided by the ACDF mental health coordinator;
- Coordination for direct services will be the responsibility of the ACDF mental health coordinator and the supervisors for AuMHC;
- Staff schedules will be discussed as positions become available with the understanding that positions may require working evenings and weekends. Schedules are determined based on the needs and availability of Detention staff and security needs.
- Regular meetings of the Steering Committee identified in the grant proposal will occur;
- All identified conditions established for treatment provision within the grant will be honored to best of the agencies' abilities;
- Data collection by the agencies for the grant will be limited to data that is currently gathered in the normal delivery of services and to meet requirements of existing DBH standards.

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 phone12 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
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.

Board Summary Report

Date: June 15, 2016

To: Board of County Commissioners

Through: Jan Yeckes, Planning Division Manager

From: Bill Skinner, Senior Planner

Subject: Dove Valley V, Filing 13 Replat - Case No. P15-010

Purpose
The applicant, Dave Berwanger, on behalf of the owner, Dove Valley Business Partners, has applied for approval of a replat known as Dove Valley V Filing 13, which seeks to replat lots 1 through 16 of Dove Valley V, Block 12, consisting of 82.56 acres. Associated tracts and easements will require vacating, and are being processed through a concurrent vacation process (Case # V15-005).

Recommendation
The staff recommends approval of this application. One objection was raised by an outside referral agency, but the applicant is taking action to rectify that situation. Staff has conditioned the motion to approve to accommodate this situation.

The Planning Commission does not hear replat applications. No Planning Commission recommendation is available.

Links to Align Arapahoe
If approved this request, may “improve the County’s economic environment” by being part of a larger set of activities that strive to create properties located in Arapahoe County that are desirable and attractive to companies looking for places to locate their operations.

Alternatives
The Board of County Commissioners has 3 alternatives:

1. Approve the application with conditions of approval
2. Continue to a date certain.
3. Deny the applications.

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

Concurrence
The Arapahoe County PWD Staff recommend approval of the final plat.

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

DRAFT MOTIONS P15-010 – DOVE VALLEY V #13 REPLAT

Approve

In the case of P15-010, Dove Valley V, Filing 13, we have read the staff report. We find ourselves in agreement with the staff finding, including all exhibits and attachments as set forth in the staff report dated June 15, 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 as identified during the review of this application.
2. The easements being vacated in the Concurrent V15-005 Easement Vacation application will be successfully vacated, or those easements will be depicted on the final version of this plat document.
3. Concerns raised by Xcel will be addressed prior to staff forwarding these plans to the Board for signature.

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

Deny

In the case of P15-010, Dove Valley V, Filing 13, we have read the staff report. We do not find ourselves in agreement with the staff finding, as set forth in the staff report dated June 15, 2016, and do not approve this application based on the following findings:

1. *State additional new findings as part of the motion…*

Continue to Date Certain:

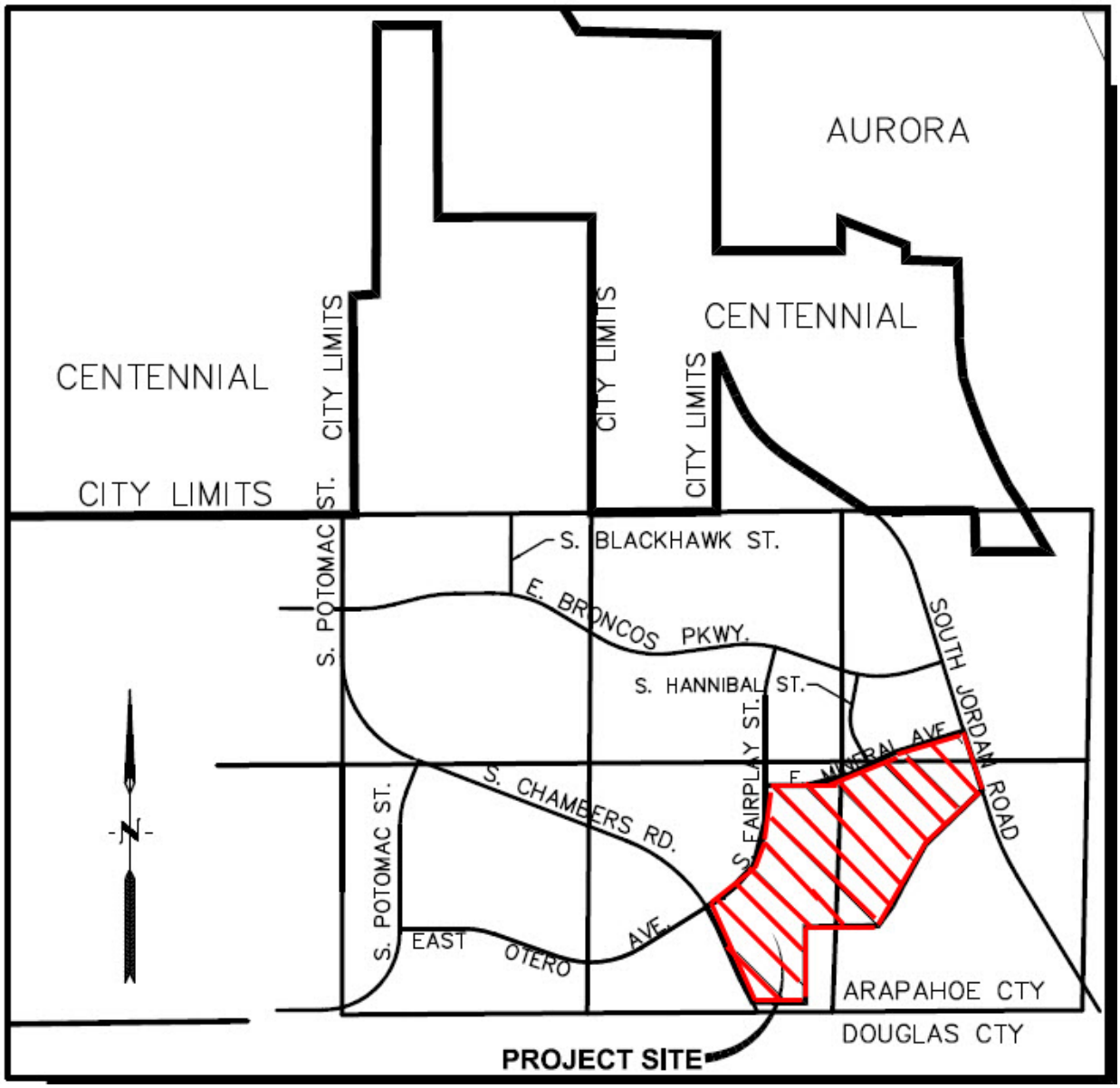
In the case of P15-010, Dove Valley V, Filing 13, I move to continue the hearing to [*date certain*], 9:30 a.m., to obtain additional information and to further consider the information presented.

ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING
June 28, 2016
9:30 A.M.

CASE # P15-010 **DOVE VALLEY V, FILING #13**
(REPLAT OF BLOCK 12, LOTS 1 – 16 AND TRACTS A, B, D)

BILL SKINNER, SENIOR PLANNER **JUNE 14, 2016**

VICINITY MAP The site is generally located in the Dove Valley Business Park, west of S Jordan Road, south of E Mineral Street, and east of S Chambers Road. This property is in Commissioners District 2.



VICINITY MAP

ADJACENT LAND USES AND ZONING:

Properties in the vicinity of the subject properties are all zoned cohesively as part of the Dove Valley Master Development Plan. The replat application does not propose alterations to zoning or uses at this time.

PROPOSAL

The applicant, Dave Berwanger, on behalf of the owner, Dove Valley Business Partners, has applied for approval of a replat known as Dove Valley V Filing 13, which seeks to replat lots 1 through 16 of Dove Valley V, Block 12, consisting of 82.56 acres. Associated tracts and easements that are required to be vacated will be processed through a concurrent vacation process (Case # V15-005).

If approved, this replat will result in a minor reconfiguration of legally platted lots into a slightly different arrangement that better suits the business park's needs. The applicant's letter of intent explains this. An excerpt from that letter is provided below.

> This replat will accomplish three objectives:
>
> 1. It will eliminate "land locked" lots and create lots that will more desirable for development.
> 2. It will eliminate Tracts A and B. These tracts were set up to be sub-regional detention/water quality ponds. Since the adoption of the Happy Canyon Master Drainage Plan, which eliminated the need for detention in this area and creates a regional water quality pond, these tracts are no longer necessary.
> 3. It will create and dedicate to the County the right-of-way for the roadway that will connect South Hannibal Street to Digicom Drive.

All the lots in question are owned by Dove Valley Business Partners. No modifications to the existing land uses or additional improvements are proposed at this time. It is understood that if future modifications are proposed they will be processed in accordance with standards and regulations in place at that time.

RECOMMENDATIONS

Staff recommends that the application be approved based on the findings contained within this report and subject to the conditions of approval outlined herein.

The Planning Commission does not review Replat applications.

DISCUSSION

Plat documents deal specifically with the subdivision of lands, and more specifically with detailed descriptions of the properties being subdivided. Staff review of the Case P15-010 application included a comparison of the proposal to policies and goals outlined in the Comprehensive Plan, the Final Plat Regulations section of the Land Development Code, existing uses, and an analysis of referral comments.

Comprehensive Plan

The proposed lots are in an area designated as Employment. The applicant's proposal to replat the subject properties does not alter the allowed uses in this area, and does not conflict with the goals and objectives of the Comprehensive Plan.

Final Plat Analysis

On November 13, 2015, the applicant submitted application materials. The applications were deemed complete and accepted by staff. Staff performed an initial review and comments were forwarded to the applicant. Initial review comments were addressed. At that time the applicant

put the process on hold while they modified the plat documents to better accommodate changing market conditions, and the needs of potential purchasers of some of these properties. After the applicant redesigned the plat and submitted it for review, the application was forwarded to external agencies for additional review. External agency comments were addressed by the applicant and final versions of the Plat documents were submitted to staff. These were examined and determined to be complete and correct. The final versions of the Plat documents are included as attachments to this report.

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

a. Provide for a public water supply.

The existing lots were required to show the availability of water and wastewater service when they were platted in 2007. There is no indication that the Arapahoe Water and Wastewater District will not be able to honor that commitment for the reconfigured plat, but the staff have directed the applicant to provide a will serve letter to be provided to staff before the plans are forwarded to the Board for signature.

b. Provide for a public sewage disposal system.

The existing lots were required to show the availability of water and wastewater service when they were platted in 2007. There is no indication that the Arapahoe Water and Wastewater District will not be able to honor that commitment for the reconfigured plat, but the staff have directed the applicant to provide a will serve letter to be provided to staff before the plans are forwarded to the Board for signature.

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 lots proposed in the replat will be able to comply with the applicable zoning regulations stated in the Dove Valley Master Development Plan, as approved by the Board of County Commissioners

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 this Replat application.

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.

<u>Referral Comments for P15-001</u>
Comments received during the referral process are as follows:

Arapahoe County Planning	Comments have been addressed

Arapahoe County Engineering	Outstanding comments will be addressed before the time of the BOCC hearing.
Arapahoe County Mapping	Outstanding comments will be addressed before the time of the BOCC hearing.
Arapahoe County Sheriff	No response
Centennial Airport	No objection, technical direction provided
Dove Valley Architectural Review Committee	No comment
SEMSWA	Outstanding comments will be addressed before the time of the BOCC hearing.
South Metro Fire Protection District	No comment
City of Centennial	No comment
US Postal Service	No response
Century Link	no response
Xcel Energy	Technical direction provided regarding a potential conflict. The applicant is resolving this by complying with the request made in the attached letter.
CDOT	No response
Urban Drainage	No response
Arapahoe County Water & Wastewater	No response
Cherry Creek Basing Authority	No comment

STAFF FINDINGS:

Staff has visited the site, reviewed the plans, supporting documentation, and referral comments. Based upon review of applicable development regulations and analysis of referral comments, our findings include:

1. The application complies with the submittal requirements and approval standards for a Replat as stated in Chapter 14, Section 400 of the Arapahoe County Land Development Code.

RECOMMENDATION:

Based on the findings described herein, staff recommends approval of this Final Plat application, subject to the conditions stated in the draft motion below.

(draft motions are included on the follow page)

DRAFT MOTIONS P15-010 – DOVE VALLEY V #13 :

Approve

In the case of P15-010, Dove Valley V, Filing 13, we have read the staff report. We find ourselves in agreement with the staff finding, including all exhibits and attachments as set forth in the staff report dated June 15, 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 as identified during the review of this application.
2. The easements being vacated in the Concurrent V15-005 Easement Vacation application will be successfully vacated, or those easements will be depicted on the final version of this plat document.

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

Deny

In the case of P15-010, Dove Valley V, Filing 13, we have read the staff report. We do not find ourselves in agreement with the staff finding, as set forth in the staff report dated June 15, 2016, and do not approve this application based on the following findings:

1. *State additional new findings as part of the motion…*

Continue to Date Certain:

In the case of P15-010, Dove Valley V, Filing 13, I move to continue the hearing to [*date certain*], 9:30 a.m., to obtain additional information and to further consider the information presented.

Attachments:
Application & Exhibits
Engineering Staff Report
Referral Comments

ARAPAHOE COUNTY PROTECT. CONNECT. ENJOY.	**Public Works and Development** 6924 S. Lima Street Centennial, Colorado 80112 Phone: 720-874-6650 FAX 720-874-6611 www.arapahoegov.com	**Land Development Application** Green Application Form Form must be complete

APPLICANT/REPRESENTATIVE: DAB Engineering, Inc.	ADDRESS: 8670 Aberdeen Circle Highlands Ranch, CO 80130 PHONE: 303-517-6614 FAX: EMAIL: dave@dabeng.com	SIGNATURE: NAME: David A. Berwanger TITLE: President
OWNER(S) OF RECORD: Dove Valley Business Park Associates, Ltd.	ADDRESS: 1360 South Clarkson Street Denver, CO 80210 PHONE: 303-861-7682 FAX: EMAIL: gtsandler@aol.com	SIGNATURE: NAME: Glenn Sandler TITLE: Manager
ENGINEERING FIRM: DAB Engineering, Inc.	ADDRESS: 8670 Aberdeen Circle Highlands Ranch, CO 80130 PHONE: 303-517-6614 FAX: EMAIL: dave@dabeng.com	CONTACT PERSON: Dave Berwanger

Pre-Submittal Case Number: WAIVED	Pre-Submittal Planner:	Pre-Submittal Engineer:

Parcel ID number:	2073-31-4-05-001 thru 006, 2073-32-3-10-001 thru 009, 2073-32-2-07-001 thru 004
Address:	varies
Subdivision Name:	Dove Valley V

	EXISTING	PROPOSED
Zoning:	MU-PUD	MU-PUD
Site Area (Acres):	82.56	82.56
Floor Area Ratio (FAR):	N/A	N/A
Density (Dwelling Units/Acre):	N/A	N/A
Building Square Footage:	N/A	N/A
Project/Subdivision Name:	DOVE VALLEY V	DOVE VALLEY V, FILING NO. 13
Related Case Numbers: (Final/Preliminary Development Plan and/or Plat)	P02-007	

CASE TYPE

	1041- Areas & Activities of State Interest		Land Development Code Amendment		Planned Sign Program – Major Amendment		Street Name Change
	1041- Areas & Activities of State Interest – Use by Special Review		Location & Extent		Preliminary Development Plan		Use by Special Review
	Comprehensive Plan		Location & Extent – Major Amendment		Preliminary Development Plan – Major Amendment		Use by Special Review – Major Amendment
	Final Development Plan		Master Development Plan		Preliminary Plat		Vacation of Right-of-Way/Easement/Plat
	Final Development Plan – Major Amendment		Minor Subdivision	X	Replat – Major		Oil & Gas (USR)
	Final Plat		Planned Sign Program		Rural Cluster		

THIS SECTION FOR OFFICE USE ONLY

Case No:		Planning Manager:		Engineering Manager:	

Planning Fee:	Y	N	$	Engineering Fee:	Y	N	$	Tri-County Fee:	Y	N	$

This application shall be submitted with all applicable application fees. Submittal of this application does not establish a vested property right in accordance with C.R.S. 24-68-105(1). Processing and review of this application may require the submittal of additional information, subsequent reviews, and/or meetings, as outlined in the Arapahoe County Land Development Code.

November 9, 2015

Job No. 1403

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

Re: Letter of Intent for Replat of Block 12 and Tracts A, B & D, Dove Valley V

Dear Planning Department:

Our client, Dove Valley Business Park Associates, Ltd., wishes to replat the area of Dove Valley Business Park that is tributary to Happy Canyon Creek. That area includes 16 lots in Block 12, Dove Valley V and Tracts A, B and D of the Dove Valley V plat (case number P02-007).

This replat will accomplish three objectives:

1. It will eliminate "land locked" lots and create lots that will more desirable for development.

2. It will eliminate Tracts A and B. These tracts were set up to be sub-regional detention/water quality ponds. Since the adoption of the Happy Canyon Master Drainage Plan, which eliminated the need for detention in this area and creates a regional water quality pond, these tracts are no longer necessary.

3. It will create and dedicate to the County the right-of-way for the roadway that will connect South Hannibal Street to Digicom Drive.

On item number 3, we are working with Tamarack Engineering who is under contract with the Dove Valley Metro District to design and build the roadway. We are coordinating with them on this effort.

It should be noted that there is no development immediately planned for this area and no construction documents will be a part of the submittal.

If you have any question or need additional information please call me at 303-517-6614.

Sincerely,

David A. Berwanger, P.E.
DAB Engineering, Inc.

Board of County Commissioner's Summary Report

Date: June 14, 2016

To: Arapahoe County Board of County Commissioners

Through: Bill Skinner, Planner
Planning Division

Through: Chuck Haskins, PE
Engineering Services Division, Manager

From: Spencer M. Smith, PE
Engineering Services Division

Case name: P15-010 – Dove Valley V– Replat

Purpose and Recommendation
The purpose of this report is to communicate the Engineering Services Staff findings, comments, and recommendations regarding the land use application identified above.

Engineering Services Staff has reviewed the land use application and has the following findings and comments:

1. The applicant is concurrently vacating several existing easements within Dove Valley V (Arapahoe County Case # V15-005) to coincide with changes per this replat.
2. Drainage design/calculations related to the new drainage easements dedicated with this replat are included in a Master Development Plan update that the applicant is currently preparing. A draft of this drainage plan update was submitted and reviewed as part of this replat.

Engineering Services Staff is recommending the land use application favorably with the following conditions:

1. Applicant addresses all remaining Arapahoe County Engineering Services Division and SEMSWA comments.

CENTENNIAL AIRPORT
ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY
7800 South Peoria Street, Unit G1
Englewood, Colorado 80112
main: 303.790.0598
fax: 303.790.2129
www.centennialairport.com

June 8, 2016

Mr. Bill Skinner
Arapahoe County Public Works – Planning Division
6924 S. Lima Street
Centennial, CO 80112

Re: DOVE VALLEY V#3 REPLAT; P15-010.

Dear Mr. Skinner,

Thank you for the opportunity to review the Replat for the Dove Valley Business Park. We have the following comments to make on the project:

- This site lies approximately 0.9 miles from the nearest runway at Centennial Airport and within the Restricted Development Area (RDA) of the Airport Influence Area (AIA), and will be subjected to numerous aircraft overflights and their associated effects. These effects include, but are not limited to: noise, smoke, dust, fumes and vibrations. Centennial Airport opposes all new residential and other noise sensitive development within the RDA.

- It would appear that an avigation easement has been executed for the property. Please forward a copy of the recorded easement to our office.

- Any objects on the site (including cranes used during construction) that penetrate a 100:1 slope from the nearest point of the nearest runway, penetrates the FAA Part 77 airspace surface, impede signals associated with navigational equipment or any other reason the FAA deems necessary will require the filing and approval of FAA Form 7460-1. This form may take 90 days or more for approval. Please visit https://oeaaa.faa.gov to utilize the notice criteria tool to confirm filing requirements and to file the FAA Form 7460-1. **Please note that this is a State and Federal regulatory requirement.** Runway endpoint data is available from the Airport for engineering calculations. In addition, please have crane operators advise the airport prior to erecting any cranes.

- Please include the Airport on the vicinity map.

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

Sincerely,

Aaron Repp

Aaron Repp
Noise & Environmental Specialist

Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

June 10, 2016

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

Attn: Bill Skinner

Re: Dove Valley V Filing No. 13 Replat and Vacation of Drainage Easements
Case #s P15-010 and V15-005

Public Service Company of Colorado's (PSCo) Right of Way and Permits Referral Desk has determined **there is a possible conflict** with the above captioned projects. Public Service Company has an existing high pressure natural gas transmission pipeline and associated land rights as shown within this property. Any activity including grading, proposed landscaping, erosion control or similar activities involving our existing right-of-way will require Public Service Company approval. Encroachments across Public Service Company's easements must be reviewed for safety standards, operational and maintenance clearances, liability issues, and acknowledged with a Public Service Company License Agreement to be executed with the property owner. **PSCo is requesting that, prior to any final approval of the development plan,** it is the responsibility of the property owner/developer/contractor to contact **Cheryl Diedrich, Senior Right-of-Way Agent at (303) 571-3116 or cheryl.diedrich@xcelenergy.com**, for development plan review and execution of a License Agreement.

PSCo has no conflict with the proposed drainage easement vacations. Please be aware PSCo has existing natural gas and electric distribution facilities along South Jordan Road and East Mineral Avenue, including the area of the proposed 25-foot drainage easement along South Jordan Road. The property owner/developer/contractor must contact the **Builder's Call Line** at https://xcelenergy.force.com/FastApp (register so you can track your application) or 1-800-628-2121 and complete the application process for any new gas or electric service, or modification to existing facilities. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

For planning purposes, and to ensure that adequate utility easements are available within this development, PSCo requests that the following language or plat note be placed on the preliminary and final plats for the subdivision (with the exception of the areas where there are existing PSCo easements):

> ***Ten-foot (10') wide dry utility easements are hereby dedicated on private property adjacent to all public streets, and around the perimeter of each commercial/ industrial lot in the subdivision or platted area including tracts, parcels and/or open space areas. These easements are dedicated to Arapahoe County for the benefit of the applicable utility providers for the installation, maintenance, and replacement of electric, gas, television, cable, and telecommunications facilities (Dry Utilities). Utility easements shall also be granted within any access easements and private streets in the subdivision. Permanent structures, improvements, objects, buildings, wells, and other objects that may interfere with the utility facilities or use thereof (Interfering Objects) shall not be permitted within said utility easements and the utility providers, as grantees, may remove any Interfering***

Objects at no cost to such grantees, including, without limitation, vegetation. Public Service Company of Colorado (PSCo) and its successors reserve the right to require additional easements and to require the property owner to grant PSCo an easement on its standard form.

PSCo also requests that all utility easements be depicted graphically on the preliminary and final plats. While these easements should accommodate the majority of utilities to be installed in the subdivision, some additional easements may be required as planning and building progresses.

In addition, 31-23-214 (3), C.R.S., requires the subdivider, at the time of subdivision platting, to provide for major utility facilities such as electric substation sites, gas or electric transmission line easements and gas regulator/meter station sites as deemed necessary by PSCo. While this provision will not be required on every plat, when necessary, PSCo will work with the subdivider to identify appropriate locations. This statute also requires the subdivider to submit a letter of agreement to the municipal/county commission that adequate provision of electrical and/or gas service has been provided to the subdivisions.

As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification** Center at 1-800-922-1987 to have all utilities located prior to any construction.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado

DOVE VALLEY V, FILING NO. 13

A REPLAT OF LOTS 1 THROUGH 16, BLOCK 12, AND TRACTS A, B, & D, DOVE VALLEY V, A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 31 AND THE WEST HALF OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO

SHEET 1 OF 3

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 UNDERSIGNED 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 DOVE VALLEY BUSINESS PARK ASSOCIATES, LTD., A COLORADO LIMITED PARTNERSHIP BEING THE OWNER, MORTGAGEE, OR LIEN HOLDERS OF CERTAIN LANDS IN ARAPAHOE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 31 AND THE WEST HALF OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS;

LOTS 1 THROUGH 16 INCLUSIVE, BLOCK 12, AND TRACTS A, B, & D, DOVE VALLEY V, AS RECORDED UNDER RECEPTION No. B3160646 OF SAID COUNTY, CONTAINING 82.56 ACRES MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND A BLOCK AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF DOVE VALLEY V – FILING NO. 13 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 ___.

OWNERS OF RECORD:

DOVE VALLEY BUSINESS PARK ASSOCIATES, LTD., A COLORADO LIMITED PARTNERSHIP

_____
OWNER

STATE OF _____)
S.S.
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

STANDARD NOTES:

THE OWNERS, DEVELOPERS, AND/OR SUBDIVIDERS OF THE FINAL PLAT KNOWN AS DOVE VALLEY V, FILING NO. 13, THEIR RESPECTIVE SUCCESSORS, HEIRS AND/OR ASSIGNS AGREE TO THE FOLLOWING NOTES:

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.

LANDSCAPE MAINTENANCE:

THE OWNERS OF THIS 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.

EMERGENCY ACCESS NOTE:

EMERGENCY ACCESS IS GRANTED HEREWITH OVER AND ACROSS ALL PAVED AREAS FOR POLICE, FIRE AND EMERGENCY VEHICLES.

STREET MAINTENANCE:

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE DEDICATED ROADWAYS SHOWN ON THIS PLAT WILL NOT BE MAINTAINED BY THE COUNTY UNTIL AND UNLESS THE STREETS ARE CONSTRUCTED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS IN EFFECT AT THE DATE CONSTRUCTION PLANS ARE APPROVED, AND PROVIDED CONSTRUCTION OF SAID ROADWAYS IS STARTED WITHIN ONE YEAR OF THE CONSTRUCTION PLAN APPROVAL. THE OWNERS, DEVELOPERS, AND/OR SUBDIVIDERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR STREET MAINTENANCE UNTIL SUCH TIME AS THE COUNTY ACCEPTS THE RESPONSIBILITY FOR MAINTENANCE AS STATED ABOVE.

PUBLIC IMPROVEMENTS NOTE:

AFTER FINAL DEVELOPMENT PLAN AND/OR 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.

DRIVES, PARKING AREAS, AND UTILITY EASEMENTS MAINTENANCE:

THE OWNERS OF THIS 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 MASTER PLAN NOTE:

THE POLICY OF THE COUNTY REQUIRES THAT ALL NEW DEVELOPMENT AND REDEVELOPMENT SHALL PARTICIPATE IN THE REQUIRED DRAINAGE IMPROVEMENTS AS SET FORTH BELOW:

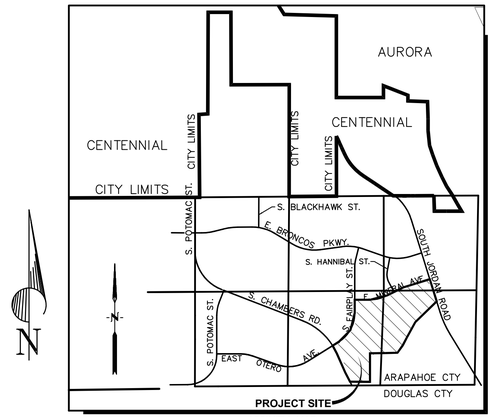
1. DESIGN AND CONSTRUCT THE LOCAL DRAINAGE SYSTEM AS DEFINED BY THE PHASE III DRAINAGE REPORT AND PLAN.
2. DESIGN AND CONSTRUCT THE CONNECTION OF THE SUBDIVISION DRAINAGE SYSTEM TO A DRAINAGEWAY OF ESTABLISHED CONVEYANCE CAPACITY SUCH AS A MASTER PLANNED OUTFALL STORM SEWER OR MASTER PLANNED MAJOR DRAINAGEWAY. THE COUNTY WILL REQUIRE THAT THE CONNECTION OF THE MINOR AND MAJOR SYSTEMS PROVIDE CAPACITY TO CONVEY ONLY THOSE FLOWS (INCLUDING OFFSITE FLOWS) LEAVING THE SPECIFIC DEVELOPMENT SITE. TO MINIMIZE OVERALL CAPITAL COSTS, THE COUNTY ENCOURAGES ADJACENT DEVELOPMENTS TO JOIN IN DESIGNING AND CONSTRUCTING CONNECTION SYSTEMS. ALSO, THE COUNTY MAY CHOOSE TO PARTICIPATE WITH A DEVELOPER IN THE DESIGN AND CONSTRUCTION OF THE CONNECTION SYSTEM.
3. EQUITABLE PARTICIPATION IN THE DESIGN AND CONSTRUCTION OF THE MAJOR DRAINAGEWAY SYSTEM THAT SERVES THE DEVELOPMENT AS DEFINED BY ADOPTED MASTER DRAINAGEWAY PLANS (SECTION 3.4 OF THE ARAPAHOE COUNTY STORMWATER MANAGEMENT MANUAL) OR AS REQUIRED BY THE COUNTY AND DESIGNATED IN THE PHASE III DRAINAGE REPORT.

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.

DRAINAGE LIABILITY:

IT IS THE POLICY OF ARAPAHOE COUNTY THAT IT DOES NOT AND WILL NOT ASSUME LIABILITY FOR THE DRAINAGE FACILITIES DESIGNED AND/OR CERTIFIED BY THE DAB ENGINEERING, INC. ARAPAHOE COUNTY REVIEWS DRAINAGE PLANS PURSUANT TO COLORADO REVISED STATUTES TITLE 30, ARTICLE 28, BUT CANNOT, ON BEHALF OF DOVE VALLEY BUSINESS PARK ASSOCIATES, LTD., A COLORADO LIMITED PARTNERSHIP GUARANTEE THAT FINAL DRAINAGE DESIGN REVIEW WILL ABSOLVE DOVE VALLEY BUSINESS PARK ASSOCIATES, LTD., A COLORADO LIMITED PARTNERSHIP 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 THE DAB ENGINEERING, INC., ENGINEERING'S DRAINAGE DESIGN.



VICINITY MAP
N.T.S.

SPECIFIC NOTES:

AIRPORT INFLUENCE AREA NOTE (OFF-SITE IMPROVEMENTS):

TO CARRY OUT ONE OR MORE OF THE FOLLOWING AS MAY BE REQUIRED BY THE BOARD OF COUNTY COMMISSIONERS:

1. TO INCLUDE SAID DEVELOPMENT WITHIN A SPECIAL DISTRICT FOR THE PURPOSE OF PARTICIPATION IN THE CONSTRUCTION OF NECESSARY OFF-SITE IMPROVEMENTS AT THE TIME OF APPROVAL OF FINAL DEVELOPMENT PLANS.
2. TO COOPERATE WITH OTHER OWNERS OF OTHER PARCELS AND/OR OTHER SPECIAL DISTRICTS IN OFF-SITE ROADWAY IMPROVEMENTS AS NECESSITATED BY THE DEVELOPMENT IMPACTS AS MAY DE DETERMINED BY THE BOARD OF COUNTY COMMISSIONERS.
3. TO COMPLETE SUCH OTHER IMPROVEMENTS TO PUBLIC ROADWAYS BROUGHT ABOUT OR IMPACTED BY THIS DEVELOPMENT AS MAY BE DETERMINED BY THE BOARD OF COUNTY COMMISSIONERS.
4. TO PARTICIPATE AND COOPERATE IN ANY TRANSPORTATION MANAGEMENT PROGRAM AS SPECIFIED IN THE AIRPORT INFLUENCE AREA TRANSPORTATION STUDY, IF SUCH A PROGRAM IS APPROVED AND/OR ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS.

AIRPORT INFLUENCE AREA NOTE (EASEMENT/HAZARD EASEMENT):

AN AVIGATION AND HAZARD EASEMENT AFFECTING ALL PROPERTY CONTAINED WITHIN THIS FINAL PLAT HAS BEEN LEGALLY EXECUTED. SAID EASEMENT DOCUMENT CAN BE FOUND IN UNDER RECEPTION NUMBER B3073837 OF THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER.

THE LANDS CONTAINED WITHIN THIS FINAL PLAT LIE WITHIN THE AIRPORT INFLUENCE AREA, AN AREA WHICH IS LIKELY TO BE AFFECTED BY AIRCRAFT OPERATIONS AND THEIR POTENTIAL NOISE AND/OR CRASH HAZARDS TO A GREATER DEGREE THAN LANDS SITUATED OUTSIDE OF THE INFLUENCE AREA.

ALL LANDS CONTAINED WITHIN THIS FINAL PLAT SHALL COMPLY WITH F.A.R. PART 77, "HEIGHT AND OBSTRUCTIONS CRITERIA".

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 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 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.

DOVE VALLEY/PARKER JORDAN METROPOLITAN DISTRICT NOTE

THIS DEVELOPMENT IS LOCATED WITHIN AN AREA THAT HAS BEEN IDENTIFIED AS LACKING ADEQUATE REGIONAL TRANSPORTATION INFRASTRUCTURE. THE BOARD OF COUNTY COMMISSIONERS HAS APPROVED METROPOLITAN DISTRICTS FOR THE PURPOSE OF CONSTRUCTING REGIONAL TRANSPORTATION INFRASTRUCTURE FOR THIS RAPIDLY DEVELOPING AREA OF THE COUNTY. IN THE EVENT THESE METROPOLITAN DISTRICTS FAIL TO CONSTRUCT OR PARTICIPATE IN CONSTRUCTION OF NECESSARY INFRASTRUCTURE IN A TIMEFRAME ACCEPTABLE TO THE BOARD OF COUNTY COMMISSIONERS, A DISTRICT FOR THE PURPOSE OF COMPLETING NEEDED PLANNED REGIONAL INFRASTRUCTURE MAY BE FORMED. THIS DEVELOPMENT WOULD BE LOCATED WITHIN THIS DISTRICT AND MAY BE ASSESSED A PRO-RATA SHARE OF THE COSTS OF SAID REGIONAL IMPROVEMENTS.

GENERAL NOTES:

1. BEARINGS ARE BASED UPON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M., WHICH BEARS S89°39'59"W AND IS MONUMENTED AT THE SOUTH QUARTER CORNER OF SECTION 31 BY A 3-1/4 INCH ALUMINUM CAP LS 29039 AND AT THE SOUTHEAST CORNER OF SECTION 31 BY A 3-1/4" ALUMINUM CAP LS 29039 PER ARAPAHOE COUNTY'S HORIZONTAL CONTROL NETWORK.

2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY CS&A, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, CS&A, INC. RELIED UPON COMMITMENT NO. ABD70468869 BY LAND TITLE GUARANTEE COMPANY, EFFECTIVE DATE SEPTEMBER 24, 2015 AT 5:00 P.M.

3. BENCH MARK: NGS CONTROL MONUMENT C-378 RESET 1989 ELEV = 5814.13 (USGS NGVD 29 DATUM) ELEVATION ADJUSTED TO NAVD 1988 ON 5-14-2008 BY LS NO. 29766 USING CORPSCON; ELEV = 5817.04
TBM: FLANGE BOLT RIGHT OF THE WORD "OPEN" ON FIRE HYDRANT AT THE NE CORNER OF THE INTERSECTION OF SOUTH POTOMAC STREET AND EAST OTERO AVENUE ELEV = 5821.82 (NAVD 88)

4. FLOOD PLAIN: SUBJECT PROPERTY LIES WITHIN ZONE X AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 08005C0483K, REVISED DECEMBER 17, 2010.

5. ALL EXTERIOR BOUNDARY MONUMENTS ARE No. 5 REBAR WITH A RED PLASTIC CAP LS 29766 SET IN CONCRETE.

6. 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 STATE STATUTE 18-4-508, COLORADO REVISED STATUTES.

7. NO OFFSET MONUMENTS ARE TO BE SET IN CONJUNCTION WITH THIS PLAT.

CROSS LOT DRAINAGE EASEMENT:

THE RESPECTIVE OWNERS OF ALL LOTS WITHIN THIS PLAT, THEIR SUCCESSORS, AND/OR ASSIGNS IN INTEREST, AGREE TO ACCEPT DEVELOPED STORMWATER RUNOFF (DRAINAGE) FROM ALL OTHER LOTS WITHIN THIS PLAT IN EITHER POINT DISCHARGE OR SHEET FLOW CONDITIONS AND ALSO AGREE NOT TO IMPEDE THE FLOW OF THE ACCEPTED RUNOFF.

SURVEYING CERTIFICATE:

I, HAROLD PONSERELLA, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.

_____ OCTOBER 1, 2015
HAROLD PONSERELLA, LICENSED LAND SURVEYOR DATE OF SURVEY
COLORADO NO. 29766
FOR AND ON BEHALF OF COTTONWOOD SURVEYING & ASSOC., INC.

NOTICE: 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 AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.

BOARD OF COUNTY COMMISSIONERS APPROVAL:

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

CHAIR: _____

ATTEST: _____

RECORDER'S CERTIFICATE:

THIS 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

CASE NO. R15-010

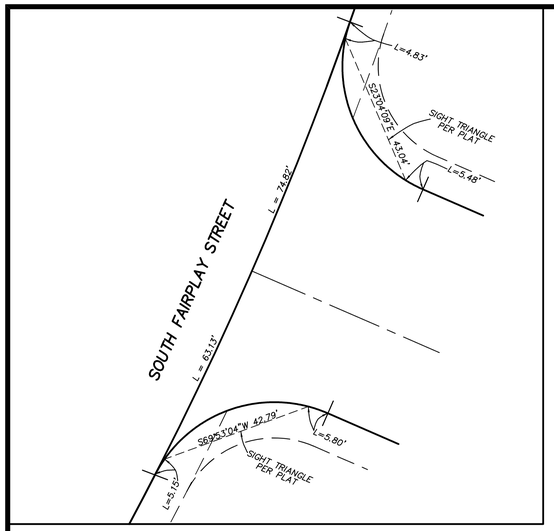
COTTONWOOD SURVEYING AND ASSOCIATES, INC.
P.O. BOX 694, STRASBURG, CO 80136
PHONE: 303-549-7992 EMAIL: PONS.CSA@GMAIL.COM

DAB ENGINEERING, INC.
8670 ABERDEEN CIRCLE, HIGHLANDS RANCH, CO 80130
PHONE: 303-517-6614 FAX: 303-683-0141 EMAIL: DAB@DABENG.COM

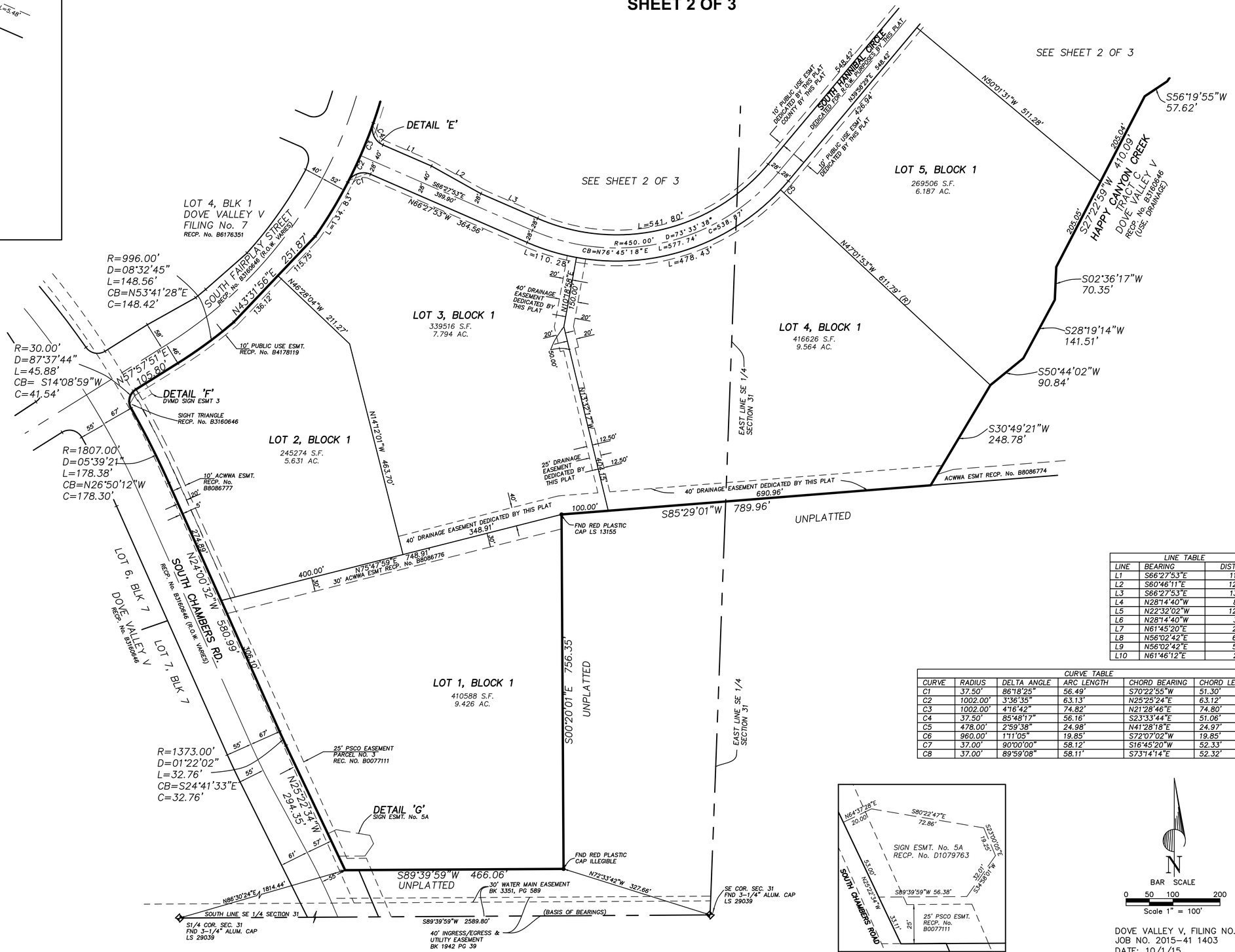
DOVE VALLEY V, FILING NO. 13

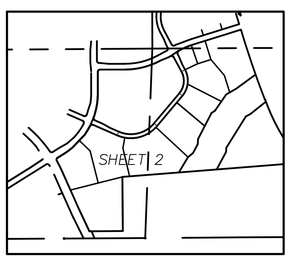
A REPLAT OF LOTS 1 THROUGH 16, BLOCK 12, AND TRACTS A, B, & D, DOVE VALLEY V, A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 31 AND THE WEST HALF OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO

SHEET 2 OF 3



DETAIL 'E'
SCALE 1"= 20'

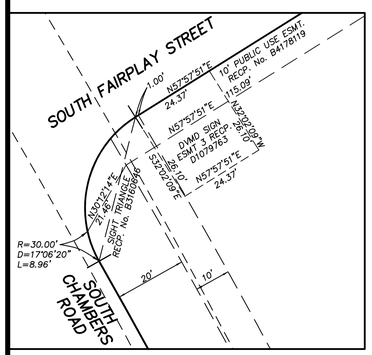




KEY MAP
SCALE 1" = 1000'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S66°27'53"E	112.89'
L2	S60°46'11"E	120.93'
L3	S66°27'53"E	131.97'
L4	N28°14'40"W	81.49'
L5	N22°32'02"W	120.60'
L6	N28°14'40"W	36.15'
L7	N61°45'20"E	29.34'
L8	N56°02'42"E	65.33'
L9	N56°02'42"E	55.27'
L10	N61°46'12"E	29.21'

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	37.50'	86°18'25"	56.49'	S70°22'55"W	51.30'
C2	1002.00'	3°36'35"	63.13'	N25°25'24"E	63.12'
C3	1002.00'	4°16'42"	74.82'	N21°28'46"E	74.80'
C4	37.50'	85°48'17"	56.16'	S23°33'44"E	51.06'
C5	478.00'	2°59'38"	24.98'	N41°28'18"E	24.97'
C6	960.00'	1°11'05"	19.85'	S72°07'02"W	19.85'
C7	37.00'	90°00'00"	58.12'	S16°45'20"W	52.33'
C8	37.00'	89°59'08"	58.11'	S73°14'14"E	52.32'



DETAIL 'F'
SCALE 1"= 20'

DETAIL 'G'
SCALE 1"= 30'

N

BAR SCALE

0 50 100 200

Scale 1" = 100'

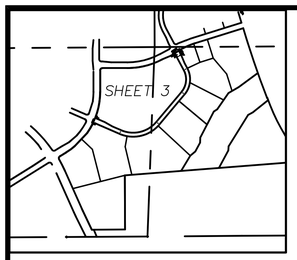
DOVE VALLEY V, FILING NO. 13
JOB NO. 2015-41 1403
DATE: 10/1/15
REV DATE: 2-18-16
SHEET 2 OF 3

CASE No. R15-010

DOVE VALLEY V, FILING NO. 13

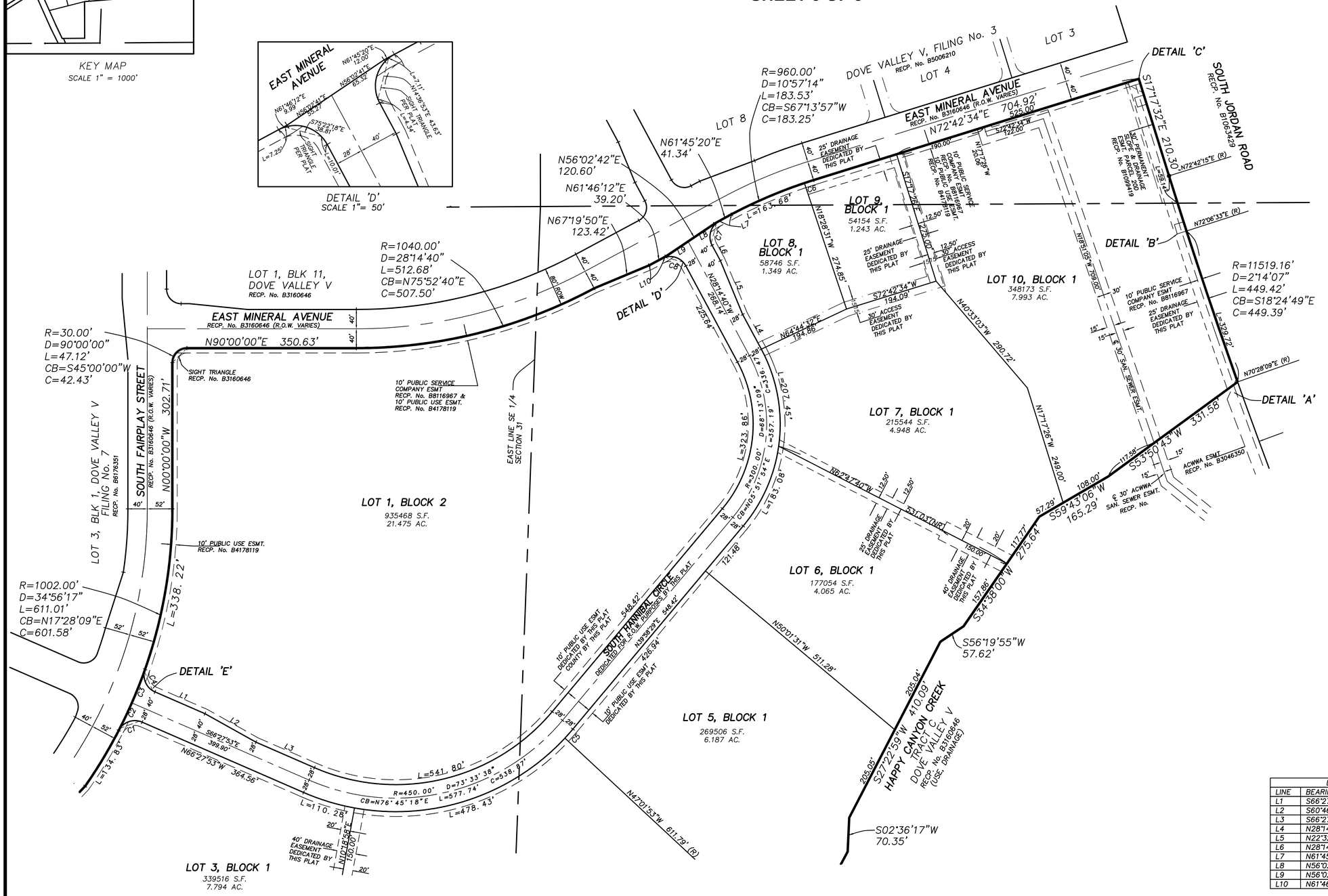
A REPLAT OF LOTS 1 THROUGH 16, BLOCK 12, AND TRACTS A, B, & D, DOVE VALLEY V, A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 31 AND THE WEST HALF OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO

SHEET 3 OF 3

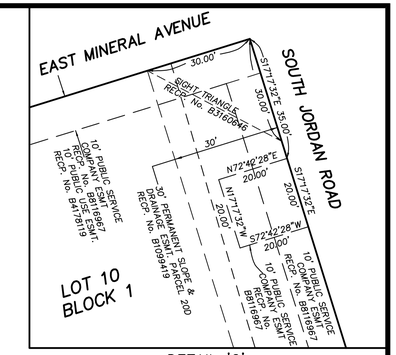


KEY MAP
SCALE 1" = 1000'

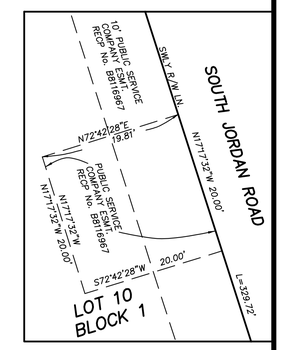
DETAIL 'D'
SCALE 1"= 50'



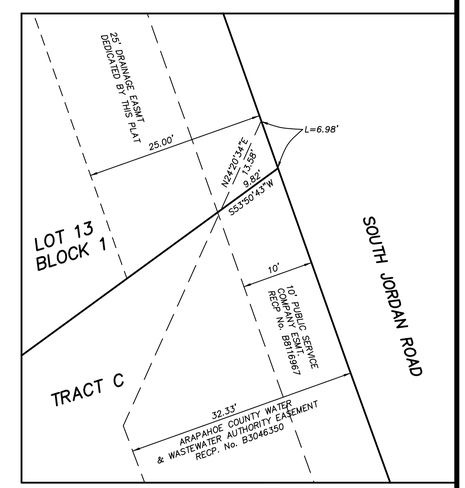
SEE SHEET 3 OF 3



DETAIL 'C'
SCALE 1"= 20'



DETAIL 'B'
SCALE 1"= 10'



DETAIL 'A'
SCALE 1"= 10'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S66°27'53"E	112.89'
L2	S60°46'11"E	120.93'
L3	S66°27'53"E	131.97'
L4	N28°14'40"W	81.49'
L5	N22°32'02"W	120.60'
L6	N28°14'40"W	36.15'
L7	N61°45'20"E	29.34'
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C7	37.00'	90°00'00"	58.12'	S16°45'20"W	52.33'
C8	37.00'	89°59'08"	58.11'	S73°14'14"E	52.32'

LEGEND

— — — — — — INDICATES DRAINAGE AND PUBLIC USE EASEMENT

—·—·—·— INDICATES ACCESS EASEMENT

N

BAR SCALE

0 50 100 200

Scale 1" = 100'

DOVE VALLEY V, FILING NO. 13
JOB NO. 2015-41 1403
DATE: 10/1/15
REV DATE: 2-18-16
SHEET 3 OF 3

CASE No. R15-010

PLAT APPROVAL

RESOLUTION NO. [reso #] It was moved by Commissioner [moved] and duly seconded by Commissioner [second] to approve the Plat/Replat for [case name] [Case No.]. 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 [stipulations] . Subject to review and approval of the plat mylar by the Arapahoe County Public Works and Development Department, including the Planning, Mapping and Engineering Divisions, and the County Attorney's Office, the Chairman 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.

Board Summary Report

Date: June 15, 2016

To: Board of County Commissioners

Through: Jan Yeckes, Planning Division Manager

From: Bill Skinner, Senior Planner

Subject: Dove Valley V, Block 12, Vacation of Easements - Case No. V15-005

Purpose
The applicant, Dave Berwanger, on behalf of the owner, Dove Valley Business Partners, has applied for approval of Dove Valley V, Block 12, Vacation of Easements, which seeks to vacate various easements as shown in the attached exhibits. These easement are configured to support the existing plat configuration of Dove Valley V, Block 12. A concurrent replat of this area is also proposed in application P15-010, which is not part of this application. Vacation of the easements depicted in this V15-006 application is requested because they do not correspond to the plat configuration proposed in the concurrent P15-010 replat application.

Recommendation
The staff recommends approval of this vacation request. One objection was raised by the outside referral agencies or the entities to which the easements were granted, but the applicant is taking action to rectify that situation which will be resolved before documents will be forwarded to the BoCC for signature.

The Planning Commission does not hear vacation of easement applications. No Planning Commission recommendation is available.

Links to Align Arapahoe
If approved this request, may “improve the County’s economic environment” by being part of a larger set of activities that strive to create properties located in Arapahoe County that are desirable and attractive to companies looking for places to locate their operations.

Alternatives
The Board of County Commissioners has 3 alternatives:

1. Approve the applications with conditions of approval
2. Continue to a date certain.
3. Deny the applications.

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 recommend approval of the final plat.

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

VACATION

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

WHEREAS, [owner], being the owner of the following described real property located within unincorporated Arapahoe County, to wit:

[insert legal description]

has petitioned the Board of County Commissioners of Arapahoe County, in Case No. [insert case number], for vacation of the following described Easements:

Various [insert type of easement] Easements

and

WHEREAS, it appears that the above described Easement(s) sought to be vacated [lay/lies] entirely within the County of Arapahoe and that said Easements do not constitute the boundary line of any city or town and unincorporated Arapahoe County within Arapahoe County; and

WHEREAS, it appears that there are no rights of way or easements presently in use across the same which need be reserved except as hereinafter delineated.

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

1. That the following described real property situate in the unincorporated portion of Arapahoe County and State of Colorado, to-wit:

   [insert legal description]

   Is hereby vacated.

2. The Arapahoe County Clerk and Recorder is hereby directed to record this vacation resolution.

3. The Board of County Commissioners hereby directs that a copy of this resolution be delivered to the Arapahoe County Assessor and the Support Services Division of the Public Works and Development Department for appropriate action as required.

The vote was:

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

The Chair declared the motion carried and so ordered.

DRAFT MOTIONS V15-005 – DOVE VALLEY V, BLOCK 12 VACATION OF EASEMENTS:

Approve

In the case of V15-005, Dove Valley V, Block 12, Vacation of Easements, we have read the staff report. We find ourselves in agreement with the staff finding, including all exhibits and attachments as set forth in the staff report dated June 15, 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 as identified during the review of this application.
2. Concerns raised by Xcel will be addressed prior to staff forwarding these plans t the Board for signature.

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

Deny

In the case of V15-005, Dove Valley V, Block 12, Vacation of Easements, we have read the staff report. We do not find ourselves in agreement with the staff finding, as set forth in the staff report dated June 15, 2016, and do not approve this application based on the following findings:

1. *State additional new findings as part of the motion…*

Continue to Date Certain:

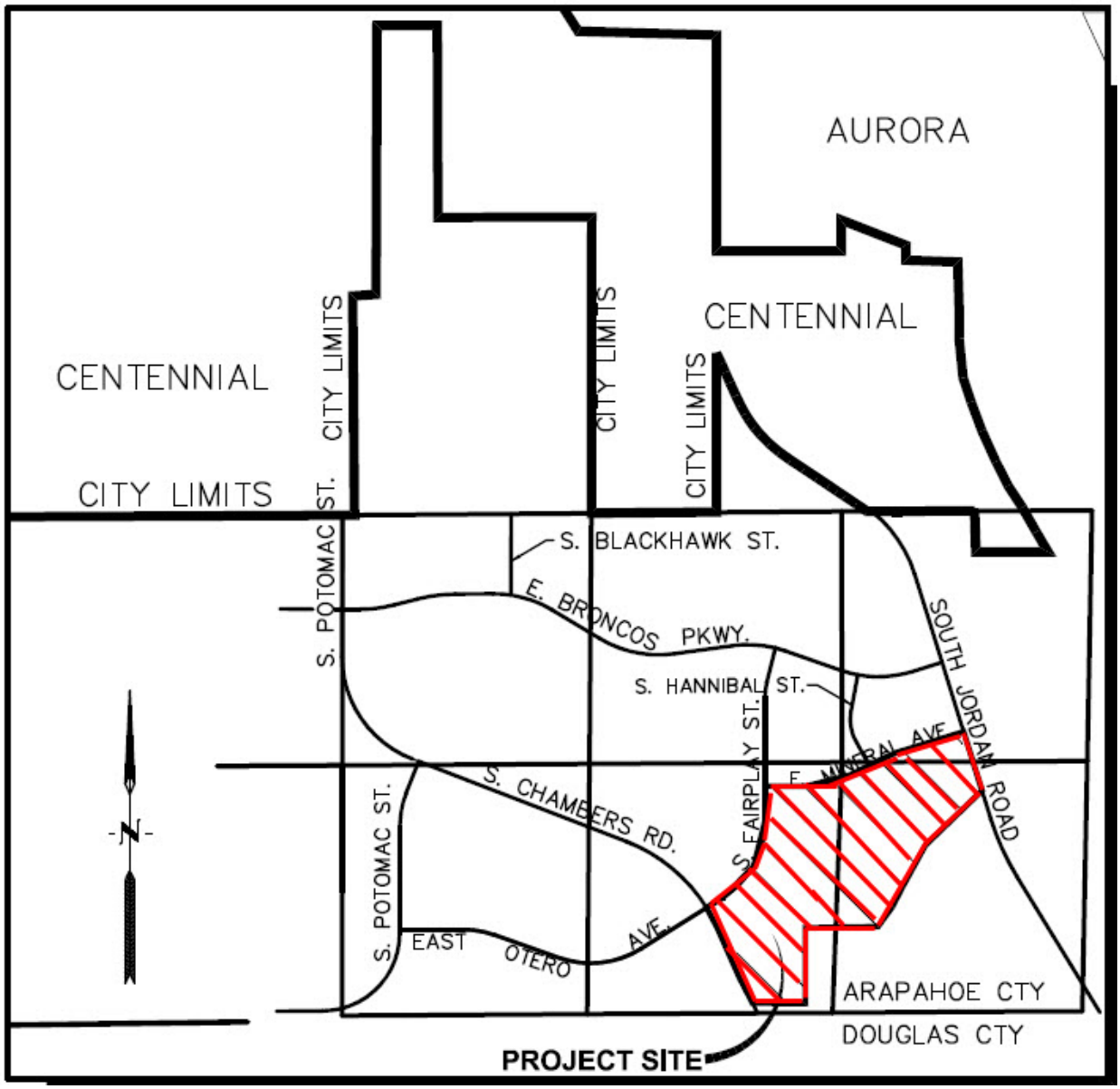
In the case of V15-005, Dove Valley V, Block 12, Vacation of Easements, I move to continue the hearing to [*date certain*], 9:30 a.m., to obtain additional information and to further consider the information presented.

ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT AGENDA
June 28, 2016
9:30 A.M.

CASE # V15-005 DOVE VALLEY V, BLOCK 12, VACATION OF EASEMENTS

BILL SKINNER, SENIOR PLANNER **JUNE 14, 2016**

VICINITY MAP The site is generally located in the Dove Valley Business Park, west of S Jordan Road, south of E Mineral Street, and east of S Chambers Road. This property is in Commissioners District 2.



VICINITY MAP

ADJACENT LAND USES AND ZONING:
Properties in the vicinity of the subject properties are all zoned cohesively as part of the Dove Valley Master Development Plan. The easement vacation application does not propose alterations to zoning or uses at this time.

PROPOSAL
The applicant, Dave Berwanger, on behalf of the owner, Dove Valley Business Partners, has applied for approval of Dove Valley V, Block 12, Vacation of Easements, which seeks to vacate various easements as shown in the attached exhibits. These easement are configured to support the existing plat configuration of Dove Valley V, Block 12. A concurrent replat of this area is also proposed in application P15-010, which is not part of this application. Vacation of the easements depicted in this V15-006 application is requested because they do not correspond to the plat configuration proposed in the concurrent P15-010 replat application.

All the lots impacted by these easements are owned by Dove Valley Business Partners. No modifications to the existing land uses or additional improvements are proposed at this time. It is understood that if future modifications are proposed they will be processed in accordance with standards and regulations in place at that time.

RECOMMENDATIONS
Staff recommends that the application be approved based on the findings contained within this report and subject to the conditions of approval outlined herein.

The Planning Commission does not review Easement Vacation applications.

DISCUSSION
Per Section 14-702 of the Land Development Code “A vacation of (easements) may be approved upon finding that:”

A. The vacation is in accordance with adopted standards and criteria, and the original conditions of approval;

B. The vacation of these easements is generally in keeping with the spirit and intent of the County Subdivision Regulations;

The County staff has determined that these easement vacation documents meet the applicable technical requirements stated in Section 14-702 of the Arapahoe County land Development Code.

A concurrent P15-010 replat application shows new easements to be dedicated by that plat. Those easement satisfy the same needs as the easement being vacated by this V15-005 application, but are configured to conform to the new lot configuration proposed in the P15-010 replat documents.

Referral Comments for V15-005
Comments received during the referral process are as follows:

Arapahoe County Planning	Comments have been addressed
Arapahoe County Engineering	Outstanding comments will be addressed before the time of the BOCC hearing.
Arapahoe County Mapping	Outstanding comments will be addressed before the time of the BOCC hearing.
Arapahoe County Sheriff	No response

Centennial Airport	No objection, technical direction provided
Dove Valley Architectural Review Committee	No comment
SEMSWA	Outstanding comments will be addressed before the time of the BOCC hearing.
South Metro Fire Protection District	No comment
City of Centennial	No comment
US Postal Service	No response
Century Link	No response
Xcel Energy	Technical direction provided regarding a potential conflict. The applicant is resolving this by complying with the request made in the attached letter.
CDOT	No response
Urban Drainage	No response
Arapahoe County Water & Wastewater	No response
Cherry Creek Basing Authority	No comment

STAFF FINDINGS:
Staff has visited the site, reviewed the plans, supporting documentation, and referral comments. Based upon review of applicable development regulations and analysis of referral comments, our findings include:

1. The application complies with the submittal requirements and approval standards for a Vacation of Easements as stated in Chapter 14, Section 702 of the Arapahoe County Land Development Code.

RECOMMENDATION:
Based on the findings described herein, staff recommends approval of this Vacation of Easements application, subject to the condition stated in the draft motion below.

(draft motions are included on the follow page)

DRAFT MOTIONS V15-005 – DOVE VALLEY V, BLOCK 12 VACATION OF EASEMENTS:

Approve

In the case of V15-005, Dove Valley V, Block 12, Vacation of Easements, we have read the staff report. We find ourselves in agreement with the staff finding, including all exhibits and attachments as set forth in the staff report dated June 15, 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 as identified during the review of this application.

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

Deny

In the case of V15-005, Dove Valley V, Block 12, Vacation of Easements, we have read the staff report. We do not find ourselves in agreement with the staff finding, as set forth in the staff report dated June 15, 2016, and do not approve this application based on the following findings:

1. *State additional new findings as part of the motion…*

Continue to Date Certain:

In the case of V15-005, Dove Valley V, Block 12, Vacation of Easements, I move to continue the hearing to [*date certain*], 9:30 a.m., to obtain additional information and to further consider the information presented.

Attachments:
Application & Exhibits
Engineering Staff Report
Referral Comments

ARAPAHOE COUNTY
PROTECT. CONNECT. ENJOY.

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

Land Development Application

Green Application Form
Form must be complete

APPLICANT/REPRESENTATIVE: DAB Engineering, Inc.	ADDRESS: 8670 Aberdeen Circle Highlands Ranch, CO 80130 PHONE: 303-517-6614 FAX: EMAIL: dave@dabeng.com	SIGNATURE: NAME: David A. Berwanger TITLE: President
OWNER(S) OF RECORD: Dove Valley Business Park Associates, Ltd.	ADDRESS: 1360 South Clarkson Street Denver, CO 80210 PHONE: 303-861-7682 FAX: EMAIL: gtsandler@aol.com	SIGNATURE: NAME: Glenn Sandler TITLE: Manager
ENGINEERING FIRM: DAB Engineering, Inc.	ADDRESS: 8670 Aberdeen Circle Highlands Ranch, CO 80130 PHONE: 303-517-6614 FAX: EMAIL: dave@dabeng.com	CONTACT PERSON: Dave Berwanger

Pre-Submittal Case Number: WAIVED	Pre-Submittal Planner:	Pre-Submittal Engineer:

Parcel ID number:	2073-31-4-05-002 & 003, 2073-32-3-10-005 thru 008, 2073-32-2-07-003 & 004
Address:	varies
Subdivision Name:	Dove Valley V

	EXISTING	PROPOSED
Zoning:	MU-PUD	MU-PUD
Site Area (Acres):	82.56	82.56
Floor Area Ratio (FAR):	N/A	N/A
Density (Dwelling Units/Acre):	N/A	N/A
Building Square Footage:	N/A	N/A
Project/Subdivision Name:	DOVE VALLEY V	DOVE VALLEY V, FILING NO. 13
Related Case Numbers: (Final/Preliminary Development Plan and/or Plat)	P02-007	P02-007

CASE TYPE

	1041- Areas & Activities of State Interest		Land Development Code Amendment		Planned Sign Program – Major Amendment		Street Name Change
	1041- Areas & Activities of State Interest – Use by Special Review		Location & Extent		Preliminary Development Plan		Use by Special Review
	Comprehensive Plan		Location & Extent – Major Amendment		Preliminary Development Plan – Major Amendment		Use by Special Review – Major Amendment
	Final Development Plan		Master Development Plan		Preliminary Plat	X	Vacation of Right-of-Way/Easement/Plat
	Final Development Plan – Major Amendment		Minor Subdivision		Replat – Major		Oil & Gas (USR)
	Final Plat		Planned Sign Program		Rural Cluster		

THIS SECTION FOR OFFICE USE ONLY

Case No:		Planning Manager:		Engineering Manager:	

Planning Fee:	Y	N	$	Engineering Fee:	Y	N	$	Tri-County Fee:	Y	N	$

This application shall be submitted with all applicable application fees. Submittal of this application does not establish a vested property right in accordance with C.R.S. 24-68-105(1). Processing and review of this application may require the submittal of additional information, subsequent reviews, and/or meetings, as outlined in the Arapahoe County Land Development Code.

DAB Engineering, Inc.

November 9, 2015

Job No. 1403-A

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

Re: Letter of Intent for Replat of Vacation of Easements on Block 12, Dove Valley V

Dear Planning Department:

Our client, Dove Valley Business Park Associates, Ltd., wishes to replat the area of Dove Valley Business Park that is tributary to Happy Canyon Creek. That area includes 16 lots in Block 12, Dove Valley V and Tracts A, B and D of the Dove Valley V plat (case number P02-007). As part of the replat process we need to vacate the drainage easement currently platted in the replat area. Revised drainage easements will be included on the replat.

If you have any question or need additional information please call me at 303-517-6614.

Sincerely,

David A. Berwanger, P.E.
DAB Engineering, Inc.

DAB Engineering, Inc.
8670 Aberdeen Circle, Highlands Ranch, CO 80130 Ph (303) 517-6614 Fax (303) 683-0141

Board of County Commissioner's Summary Report

Date: June 14, 2016

To: Arapahoe County Board of County Commissioners

Through: Bill Skinner, Planner
Planning Division

Through: Chuck Haskins, PE
Engineering Services Division, Manager

From: Spencer M. Smith, PE
Engineering Services Division

Case name: V15-005 – Dove Valley V B12 – Vacation of Easement

Purpose and Recommendation
The purpose of this report is to communicate the Engineering Services Staff findings, comments, and recommendations regarding the land use application identified above.

Engineering Services Staff has reviewed the land use application and has the following findings and comments:

1. The vacation of the existing easements is necessitated by the concurrent replatting of portions of Dove Valley V (Arapahoe County Case # P15-010) and revisions to drainage design of the area. All necessary drainage easements for the replatted area will be dedicated per the P15-010 Replat case.

Engineering Services Staff is recommending the land use application favorably with no conditions.

CENTENNIAL AIRPORT
ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY
7800 South Peoria Street, Unit G1
Englewood, Colorado 80112
main: 303.790.0598
fax: 303.790.2129
www.centennialairport.com

June 8, 2016

Mr. Bill Skinner
Arapahoe County Public Works – Planning Division
6924 S. Lima Street
Centennial, CO 80112

Re: DOVE VALLEY V#3 REPLAT; P15-010.

Dear Mr. Skinner,

Thank you for the opportunity to review the Replat for the Dove Valley Business Park. We have the following comments to make on the project:

- This site lies approximately 0.9 miles from the nearest runway at Centennial Airport and within the Restricted Development Area (RDA) of the Airport Influence Area (AIA), and will be subjected to numerous aircraft overflights and their associated effects. These effects include, but are not limited to: noise, smoke, dust, fumes and vibrations. Centennial Airport opposes all new residential and other noise sensitive development within the RDA.

- It would appear that an avigation easement has been executed for the property. Please forward a copy of the recorded easement to our office.

- Any objects on the site (including cranes used during construction) that penetrate a 100:1 slope from the nearest point of the nearest runway, penetrates the FAA Part 77 airspace surface, impede signals associated with navigational equipment or any other reason the FAA deems necessary will require the filing and approval of FAA Form 7460-1. This form may take 90 days or more for approval. Please visit https://oeaaa.faa.gov to utilize the notice criteria tool to confirm filing requirements and to file the FAA Form 7460-1. **Please note that this is a State and Federal regulatory requirement.** Runway endpoint data is available from the Airport for engineering calculations. In addition, please have crane operators advise the airport prior to erecting any cranes.

- Please include the Airport on the vicinity map.

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

Sincerely,

Aaron Repp
Noise & Environmental Specialist

Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

June 10, 2016

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

Attn: Bill Skinner

Re: Dove Valley V Filing No. 13 Replat and Vacation of Drainage Easements
Case #s P15-010 and V15-005

Public Service Company of Colorado's (PSCo) Right of Way and Permits Referral Desk has determined **there is a possible conflict** with the above captioned projects. Public Service Company has an existing high pressure natural gas transmission pipeline and associated land rights as shown within this property. Any activity including grading, proposed landscaping, erosion control or similar activities involving our existing right-of-way will require Public Service Company approval. Encroachments across Public Service Company's easements must be reviewed for safety standards, operational and maintenance clearances, liability issues, and acknowledged with a Public Service Company License Agreement to be executed with the property owner. **PSCo is requesting that, prior to any final approval of the development plan,** it is the responsibility of the property owner/developer/contractor to contact **Cheryl Diedrich, Senior Right-of-Way Agent at (303) 571-3116 or cheryl.diedrich@xcelenergy.com**, for development plan review and execution of a License Agreement.

PSCo has no conflict with the proposed drainage easement vacations. Please be aware PSCo has existing natural gas and electric distribution facilities along South Jordan Road and East Mineral Avenue, including the area of the proposed 25-foot drainage easement along South Jordan Road. The property owner/developer/contractor must contact the **Builder's Call Line** at https://xcelenergy.force.com/FastApp (register so you can track your application) or 1-800-628-2121 and complete the application process for any new gas or electric service, or modification to existing facilities. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

For planning purposes, and to ensure that adequate utility easements are available within this development, PSCo requests that the following language or plat note be placed on the preliminary and final plats for the subdivision (with the exception of the areas where there are existing PSCo easements):

> ***Ten-foot (10') wide dry utility easements are hereby dedicated on private property adjacent to all public streets, and around the perimeter of each commercial/ industrial lot in the subdivision or platted area including tracts, parcels and/or open space areas. These easements are dedicated to Arapahoe County for the benefit of the applicable utility providers for the installation, maintenance, and replacement of electric, gas, television, cable, and telecommunications facilities (Dry Utilities). Utility easements shall also be granted within any access easements and private streets in the subdivision. Permanent structures, improvements, objects, buildings, wells, and other objects that may interfere with the utility facilities or use thereof (Interfering Objects) shall not be permitted within said utility easements and the utility providers, as grantees, may remove any Interfering***

> ***Objects at no cost to such grantees, including, without limitation, vegetation. Public Service Company of Colorado (PSCo) and its successors reserve the right to require additional easements and to require the property owner to grant PSCo an easement on its standard form.***

PSCo also requests that all utility easements be depicted graphically on the preliminary and final plats. While these easements should accommodate the majority of utilities to be installed in the subdivision, some additional easements may be required as planning and building progresses.

In addition, 31-23-214 (3), C.R.S., requires the subdivider, at the time of subdivision platting, to provide for major utility facilities such as electric substation sites, gas or electric transmission line easements and gas regulator/meter station sites as deemed necessary by PSCo. While this provision will not be required on every plat, when necessary, PSCo will work with the subdivider to identify appropriate locations. This statute also requires the subdivider to submit a letter of agreement to the municipal/county commission that adequate provision of electrical and/or gas service has been provided to the subdivisions.

As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification** Center at 1-800-922-1987 to have all utilities located prior to any construction.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado

Arapahoe County
Colorado's First

Public Works and Development
10730 E. Briarwood Ave., #100 Centennial CO 80112 Phone: 720-874-6650 *FAX 303-798-6054*
www.co.arapahoe.co.us

PETITION FOR VACATION OF EASEMENT

FROM: **Dove Valley Business Park Associates, Ltd.**

ADDRESS: **1360 South Clarkson Street**

CITY/ZIP **Denver, Colorado 80210**

TELEPHONE: **303-861-7682**

TO: Arapahoe County Board of County Commissioners

RE: VACATION OF

Drainage Easements associated with Block 12, Dove Valley V Plat.

In respect thereto the petitioners represent:

1. That they are owners of the following described property, all of which is located in the County of Arapahoe and State of Colorado, to-wit:

1. **Lots 8, 9 and 13, Block 12, Dove Valley V as recorded in Book 245, page 37**
2. **Lot 14, Block 12, Dove Valley V as recorded in Book 245, page 38**
3. **Lot 16, Block 12, Dove Valley V as recorded in Book 245, page 38**
4. **Lots 1 and 2, Block 12, Dove Valley V as recorded in Book 245, page 39**

Note: Show Book and Page Where Dedication Appears:

2. That the portion of said easement sought to be vacated was taken from the real property described in Paragraph 1, hereto.

3. That all or a portion of the easement sought to be vacated has now become useless to the property owners, the general public, the allowed users and the County of Arapahoe.

4. That the entire easement on the tract should be vacated except for: **None**

Page 2

PETITION FOR VACATION OF EASEMENT

WHEREFORE, Petitioners request that the Board of County Commissioners of Arapahoe County, Colorado, vacate the following:

without reservation of any easements except: **None**

Dove Valley Business Park Associates, Ltd.

By Angelo Mariani as General Partner

A Mariani

Petitioner(s)

(SEAL)
ATTEST:

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The above named petitioners, being first duly sworn upon their oath, state that they have read the above petition for vacation of easement and know the contents therein and that the same is true of their own knowledge.

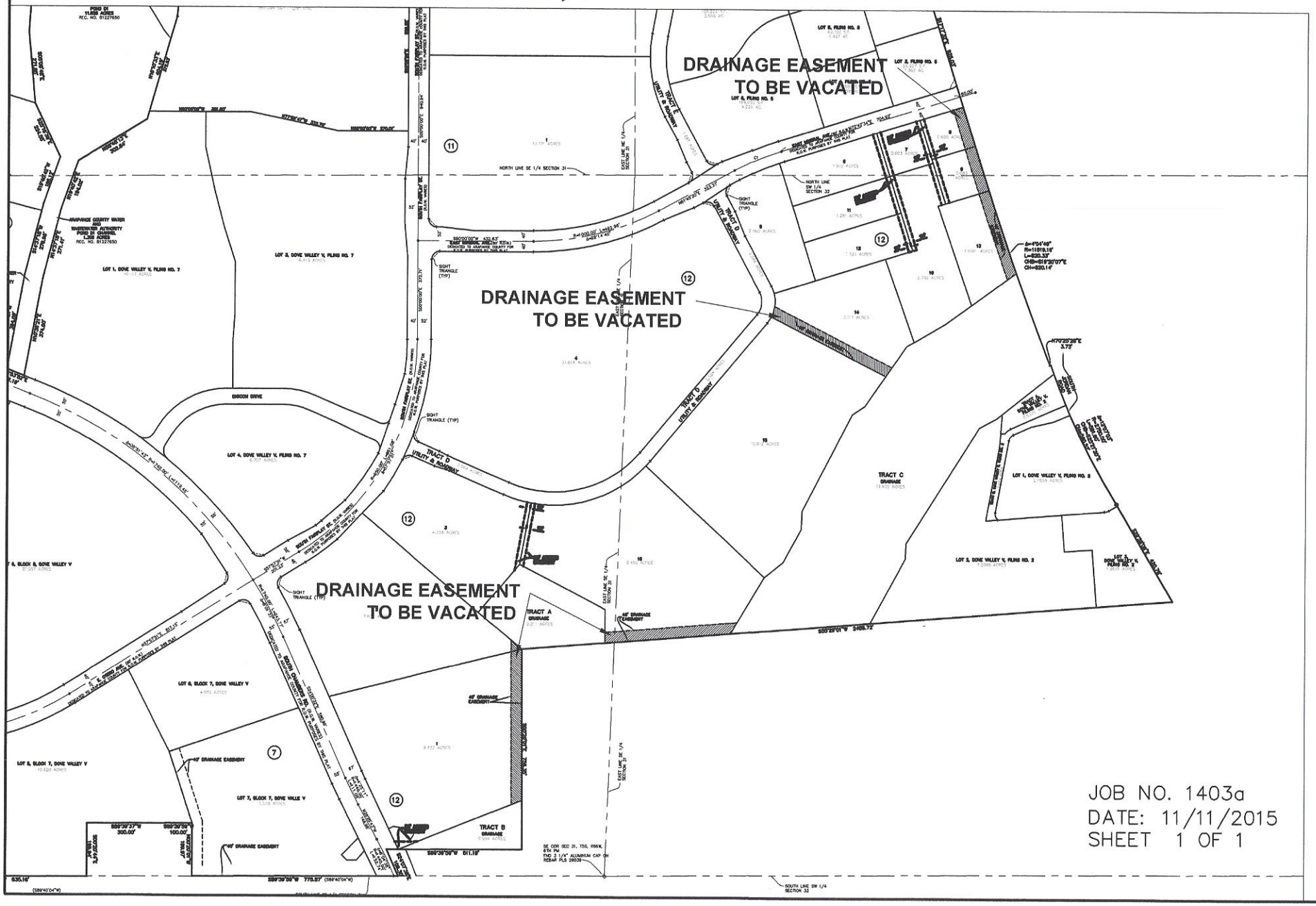
Subscribed and sworn to before me this 10th day of November
A.D., 20 15 .
Witness my hand and official seal. My commission expires Sept. 18, 2019

DEBORAH A NOBLE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19954014708
MY COMMISSION EXPIRES 09/18/2019

Deborah A Noble
Notary Public

EASEMENT VACATION EXHIBIT

BLOCK 12, DOVE VALLEY V



COTTONWOOD SURVEYING AND ASSOCIATES, INC
P.O. BOX 694, STRASBURG, CO OFFICE (303) 549-7992

SCALE 1" = _____ CHECKED BY: _____ JOB NO. 2014-39 SHEET 1 OF 2

NOTES _____ DATE 09 / 29 / 15 BY PONS

VACATION 40' DRAINAGE EASEMENT No. 1

LEGAL DESCRIPTION

VACATION OF A 40 FOOT DRAINAGE EASEMENT OVER AND ACROSS LOTS 8, 9, AND 13, BLOCK 12, DOVE VALLEY V AS RECORDED UNDER RECEPTION No. B3160646, SITUATE IN THE WEST HALF OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEASTERLY 40.00 FEET OF SAID LOT 8;
THE NORTHEASTERLY 40.00 FEET OF SAID LOT 9;
THE NORTHEASTERLY 40.00 FEET OF SAID LOT 13;

BEARINGS ARE BASED UPON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M., WHICH BEARS S89°39'59"W AND IS MONUMENTED AT THE SOUTH QUARTER CORNER OF SECTION 31 BY A 3-1/4 INCH ALUMINUM CAP LS 29039 AND AT THE SOUTHEAST CORNER OF SECTION 31 BY A 3-1/4" ALUMINUM CAP LS 29039. PER ARAPAHOE COUNTY'S HORIZONTAL CONTROL NETWORK.

SURVEYOR'S CERTIFICATION

I, HAROLD J. PONSERELLA HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND ARE CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
HAROLD J. PONSERELLA LS 29766

DATE 09-29-15

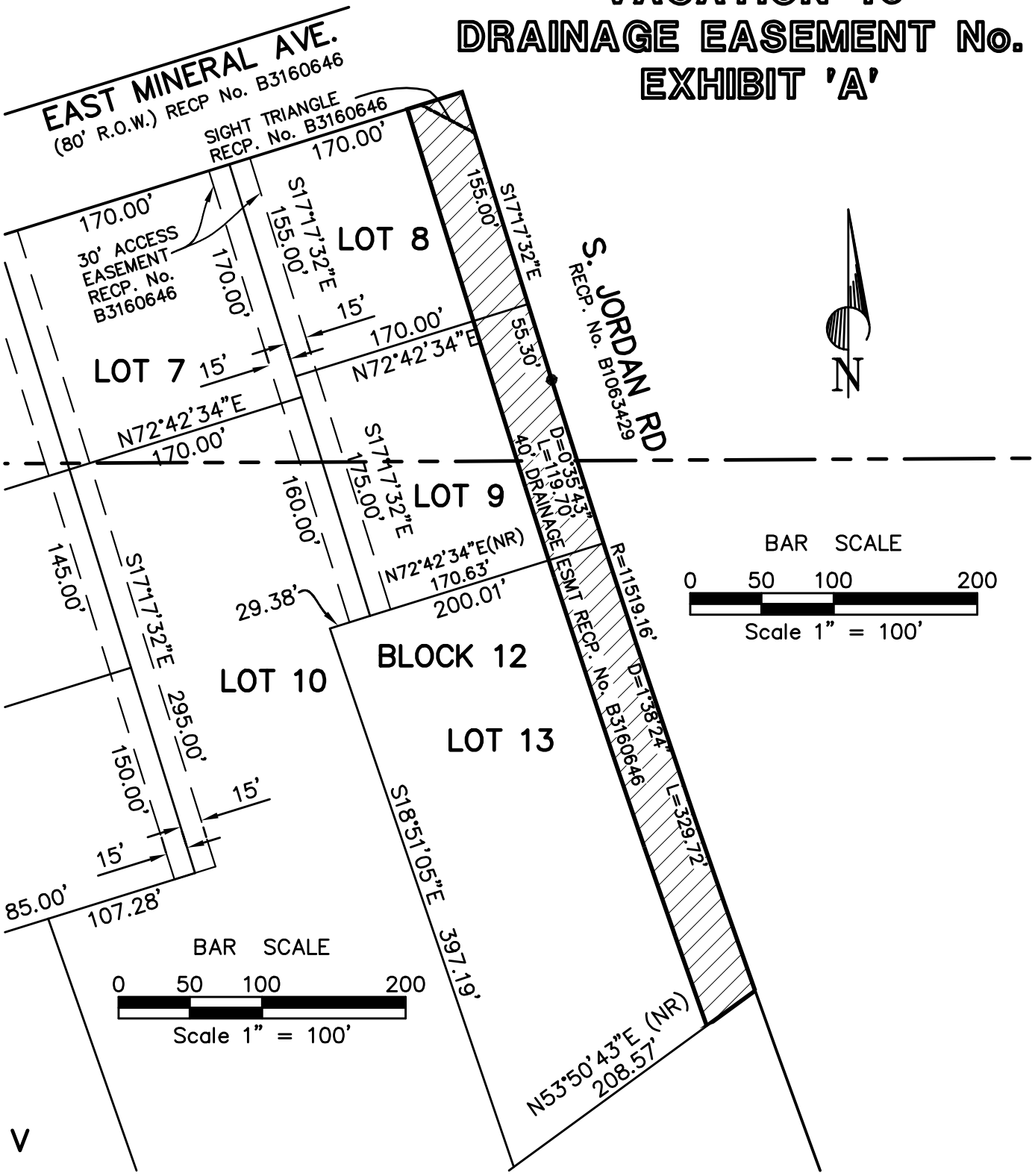
COTTONWOOD SURVEYING AND ASSOCIATES, INC

P.O. BOX 694, STRASBURG, CO OFFICE (303) 549-7992

SCALE 1" = 100' CHECKED BY: _____ JOB NO. 2015-40 SHEET 2 OF 2

NOTES _____ DATE 09 / 29 / 15 BY PONS

VACATION 40' DRAINAGE EASEMENT No. 1 EXHIBIT 'A'



COTTONWOOD SURVEYING AND ASSOCIATES, INC
P.O. BOX 694, STRASBURG, CO OFFICE (303) 549-7992

SCALE 1" = _____ CHECKED BY: _____ JOB NO. 2014-39 SHEET 1 OF 2

NOTES _____ DATE 09 / 29 / 15 BY PONS

VACATION 40' DRAINAGE EASEMENT No. 2

LEGAL DESCRIPTION

VACATION OF A 40 FOOT DRAINAGE EASEMENT OVER AND ACROSS LOT 14, BLOCK 12, DOVE VALLEY V AS RECORDED UNDER RECEPTION No. B3160646, SITUATE IN THE WEST HALF OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWESTERLY 40.00 FEET OF SAID LOT 14;

BEARINGS ARE BASED UPON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M., WHICH BEARS S89°39'59"W AND IS MONUMENTED AT THE SOUTH QUARTER CORNER OF SECTION 31 BY A 3-1/4 INCH ALUMINUM CAP LS 29039 AND AT THE SOUTHEAST CORNER OF SECTION 31 BY A 3-1/4" ALUMINUM CAP LS 29039. PER ARAPAHOE COUNTY'S HORIZONTAL CONTROL NETWORK.

SURVEYOR'S CERTIFICATION

I, HAROLD J. PONSERELLA HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND ARE CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
HAROLD J. PONSERELLA LS 29766

DATE 09-29-15

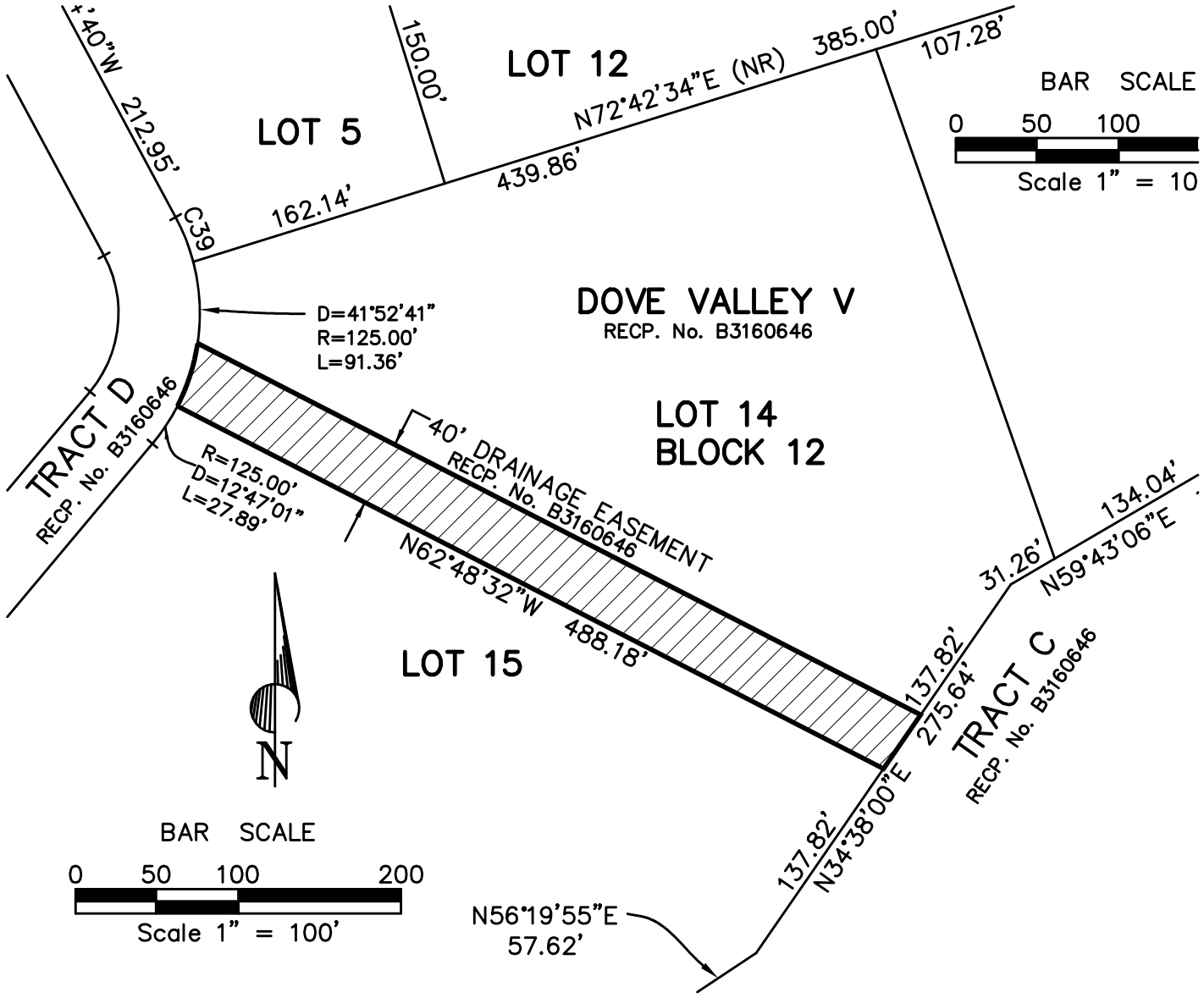
COTTONWOOD SURVEYING AND ASSOCIATES, INC

P.O. BOX 694, STRASBURG, CO OFFICE (303) 549-7992

SCALE 1" = 100' CHECKED BY: _____ JOB NO. 2015-40 SHEET 2 OF 2

NOTES _____ DATE 09 / 29 / 15 BY PONS

VACATION 40' DRAINAGE EASEMENT No. 2 EXHIBIT 'A'



COTTONWOOD SURVEYING AND ASSOCIATES, INC

P.O. BOX 694, STRASBURG, CO OFFICE (303) 549-7992

SCALE 1" = _____ CHECKED BY: _____ JOB NO. 2014-39 SHEET 1 OF 2

NOTES _____ DATE 09 / 29 / 15 BY PONS

VACATION 40' DRAINAGE EASEMENT No. 3

LEGAL DESCRIPTION

VACATION OF A 40 FOOT DRAINAGE EASEMENT OVER AND ACROSS LOT 16, BLOCK 12, DOVE VALLEY V AS RECORDED UNDER RECEPTION No. B3160646, SITUATE IN THE EAST HALF OF SECTION 31 AND THE WEST HALF OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY 40.00 FEET OF SAID LOT 16;

BEARINGS ARE BASED UPON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M., WHICH BEARS S89°39'59"W AND IS MONUMENTED AT THE SOUTH QUARTER CORNER OF SECTION 31 BY A 3-1/4 INCH ALUMINUM CAP LS 29039 AND AT THE SOUTHEAST CORNER OF SECTION 31 BY A 3-1/4" ALUMINUM CAP LS 29039. PER ARAPAHOE COUNTY'S HORIZONTAL CONTROL NETWORK.

SURVEYOR'S CERTIFICATION

I, HAROLD J. PONSERELLA HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND ARE CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____

HAROLD J. PONSERELLA LS 29766

DATE 09-29-15

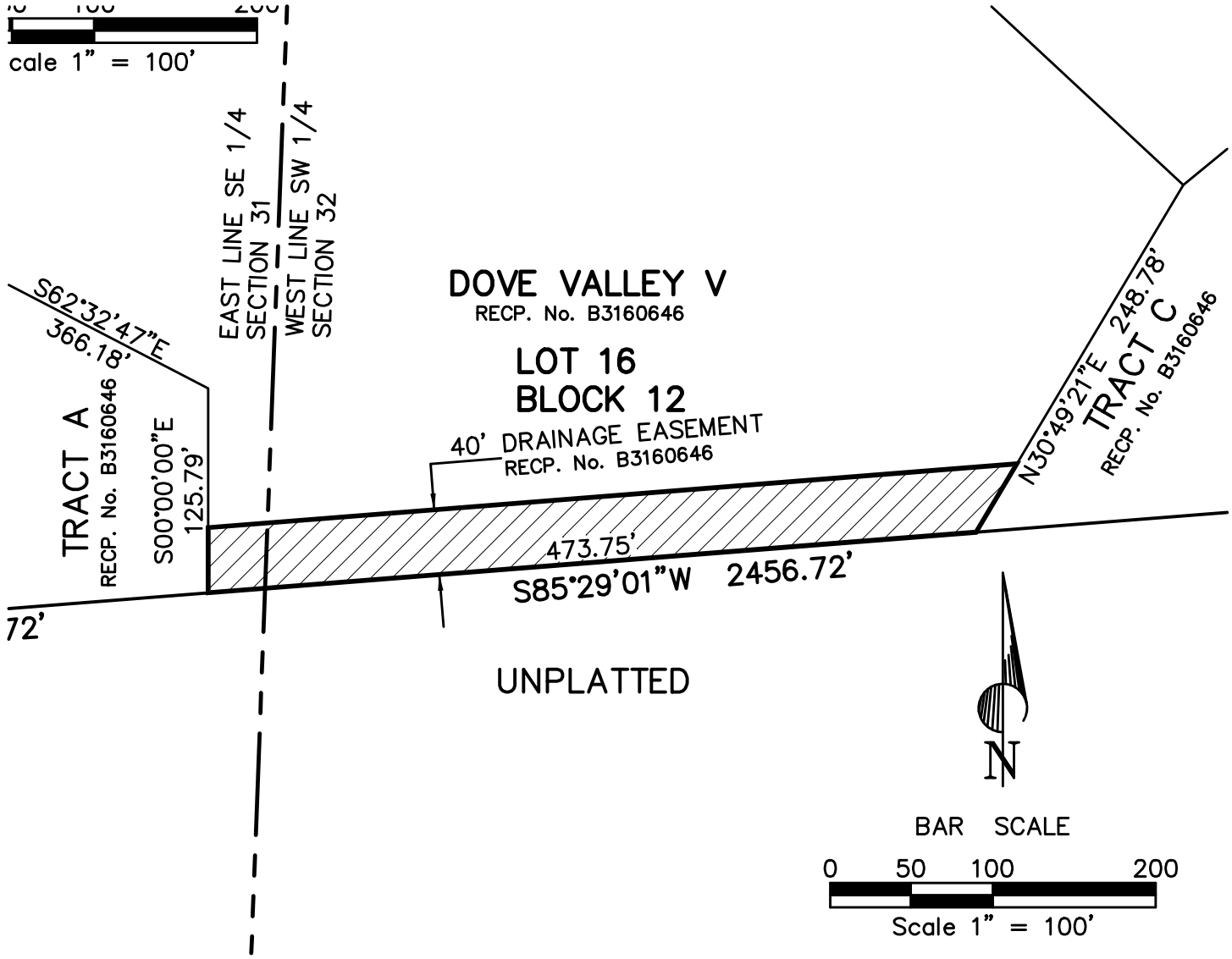
COTTONWOOD SURVEYING AND ASSOCIATES, INC

P.O. BOX 694, STRASBURG, CO OFFICE (303) 549-7992

SCALE 1" = 100' CHECKED BY: _____ JOB NO. 2015-40 SHEET 2 OF 2

NOTES _____ DATE 09 / 29 / 15 BY PONS

VACATION 40'
DRAINAGE EASEMENT No. 3
EXHIBIT 'A'



COTTONWOOD SURVEYING AND ASSOCIATES, INC
P.O. BOX 694, STRASBURG, CO OFFICE (303) 549-7992

SCALE 1" = _____ CHECKED BY: _____ JOB NO. 2014-39 SHEET 1 OF 2

NOTES _____ DATE 09 / 29 / 15 BY PONS

VACATION 40' DRAINAGE EASEMENT No. 4

LEGAL DESCRIPTION

VACATION OF A 40 FOOT DRAINAGE EASEMENT OVER AND ACROSS LOTS 1 AND 2, BLOCK 12, DOVE VALLEY V AS RECORDED UNDER RECEPTION No. B3160646, SITUATE IN THE EAST HALF OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 40.00 FEET OF SAID LOT 1;
THE EAST 40.00 FEET OF SAID LOT 2;

BEARINGS ARE BASED UPON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M., WHICH BEARS S89°39'59"W AND IS MONUMENTED AT THE SOUTH QUARTER CORNER OF SECTION 31 BY A 3-1/4 INCH ALUMINUM CAP LS 29039 AND AT THE SOUTHEAST CORNER OF SECTION 31 BY A 3-1/4" ALUMINUM CAP LS 29039. PER ARAPAHOE COUNTY'S HORIZONTAL CONTROL NETWORK.

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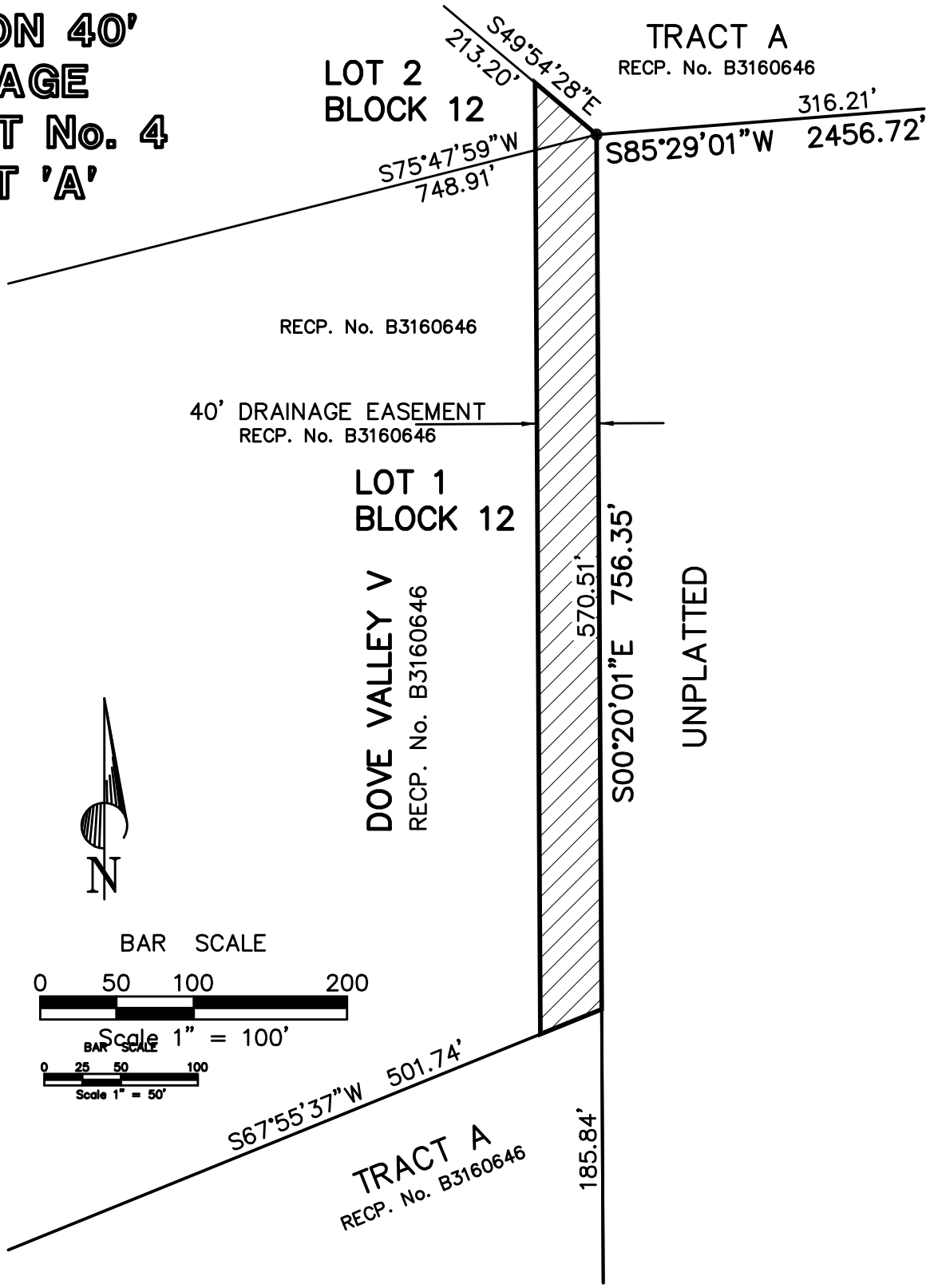
_____
HAROLD J. PONSERELLA LS 29766

DATE 09-29-15

COTTONWOOD SURVEYING AND ASSOCIATES, INC

P.O. BOX 694, STRASBURG, CO OFFICE (303) 549-7992

SCALE 1" = 100' CHECKED BY: _____ JOB NO. 2015-40 SHEET 2 OF 2

NOTES _____ DATE 09 / 29 / 15 BY PONS

VACATION 40' DRAINAGE EASEMENT No. 4 EXHIBIT 'A'