



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

July 12, 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

John Christofferson, Deputy County Attorney
Joleen Sanchez, Asst. Clerk to the Board

ROLL CALL

PLEDGE OF ALLEGIANCE

MODIFICATION TO THE AGENDA

ADOPTION OF THE AGENDA

CEREMONIES

1. Honoring Keven and Sandi Turecek for Contributions to the Agriculture Community

Adoption of a resolution to officially recognize the contributions to the agriculture community, industry and conservation that Keven and Sandi Turecek have made as valued citizens of Arapahoe County

BoCC
Ron Carl, County Attorney

Documents:

[TURECEK-KEVEN AND SANDI-RESOLUTION.PDF](#)

APPROVAL OF THE MINUTES

1. BOCC Public Meeting Minutes - June 21, 2016

Documents:

[BOCC PUBLIC MEETING MINUTES 06.21.2016.PDF](#)

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. 6.27.2016 Warrant ACH Expenditure Report

Authorization to sign the Warrant Disbursement Register

Ron Carl, County Attorney

Documents:

[6.27.2016 WARRANT ACH EXPENDITURE REPORT.PDF](#)

2. Assessor's Report on Real and Personal Property (2 Resolutions)

Adoption of two (2) resolutions accepting the Assessor's Reports on 2016 Taxable Real and Personal Property

Holly Vicino, Administrative Budget Coordinator, Assessor's Office

Corbin Sakdol, Assessor

Ron Carl, County Attorney

Documents:

[BOARD SUMMARY REPORT FOR CBOE RE PP 2016.DOC](#)
[RESO NOS. 160___ - 160___ ASSESSORS REPORT ON REAL AND PERSONAL PROPERTY 2016 - DRAFT.DOC](#)

3. HOME allocation Aurora Housing Authority and CHDA

Adoption of a resolution approving HOME requests for the Community Housing Development Association (CHDA) Operating funds request (\$25,000) and for the Aurora Housing Authority's (AHA) request for the Villages of Westerly Creek III (VWCIII) (\$150,000)

Liana Escott, Community Development Administrator, Community Resources

Linda Haley, Housing and Community Development Division Manager, Community Resources

Don Klemme, Director, Community Resources

Janet Kennedy, Director, Finance

Tiffanie Bleau, Senior Assistant County Attorney

Documents:

[CONSENT HOME ALLOCATIONS FOR CHDA OPERATING AND VWC III.DOCX](#)
[RESO HOME CHDA AND AHA 2016.DOCX](#)

4. Intergovernmental Agreements for Drive Track Usage

Adoption of a resolution authorizing Arapahoe County Sheriff, David C. Walcher, to sign Intergovernmental Agreements (IGA's) for usage of the driving track with the various agencies

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

Larry Etheridge, Support Services Bureau Chief, Sheriff's Office

Louie Perea, Undersheriff, Sheriff's Office

David C. Walcher, Sheriff

Todd Weaver, Finance

Tiffanie Bleau, Senior Assistant County Attorney

Documents:

[BSR FOR IGA.DOC](#)
[RESO DRIVE TRACK.DOC](#)
[DRIVING TRACK AGREEMENT 2016 - BLANK.PDF](#)
[HOLD HARMLESS AGREEMENT -BLANK.PDF](#)

5. Memorandum of Understanding (MOU) between Arapahoe County and the Governor's Office of Information Technology/Public Safety Communications Network

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the Memorandum of Understanding (MOU) between Arapahoe County and the Governor's Office of Information Technology (OIT) / Public Safety Communications Network (PSCN) to benefit from State supported and planned upgrades of the public safety statewide digital trunked radio (DTR) system software

Olga Fajaros, Budget and Logistics Manager, Sheriff's Office
Larry Etheridge, Support Services Bureau Chief, Sheriff's Office
Louie Perea, Undersheriff
David C. Walcher, Sheriff
Todd Weaver, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

[BSR DTRS AGREEMENT.DOC](#)
[RESO FOR 2016 DTRS AGREEMENT.DOC](#)
[ARAPAHOE CO SO MOU-STATE FUNDED 2016.PDF](#)

6. Private Activity Bonds Transfer

Adoption of a resolution authorizing the Board of County Commissioners to assign the 2016 allocation of Private Activity Bonds to the Colorado Housing and Finance Authority (CHFA)

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

Documents:

[CONSENT AGENDA CHFA PABS 2016.DOCX](#)
[2016 PAB ASSIGNMENT RESOLUTION-ORDINANCE FORM \(002\).DOC](#)

7. Utility Easement for Public Service Company of Colorado

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to execute an Easement with Public Service Company of Colorado to bore a gas line through Cherry Creek Valley Ecological Park to provide utility service to the new construction in the area

Bill Bauer, Open Space Operations Supervisor, Open Spaces
Glen Poole, Operations Manager, Open Spaces
Shannon Carter, Director, Open Spaces & Intergovernmental Relations
Todd Weaver, Budget Manager, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

[CA_PUBLIC_SERVICE_EASEMENT_BRONCOSPARKWAY_JAMISON_BSR_6.28.16.PDF](#)
[BRONCOS AND JAMISON PARCEL A ESMT 040516.PDF](#)
[BRONCOS AND JAMISON PARCEL B ESMT 040516.PDF](#)
[EXHIBIT C MAP.PDF](#)

EXHIBIT D MAP.PDF
PARCEL A - BRONCOS PKWY.PDF
PARCEL B - BRONCOS PKWY.PDF

GENERAL BUSINESS ITEMS

1. GENERAL BUSINESS - Arapahoe County Water and Wastewater Public Improvement District Petition for Inclusion - IBC Concord IV, LLC

With the Board of County Commissioners acting as the *ex officio* Board of the Arapahoe County Water and Wastewater Public Improvement District, consideration of a resolution approving a Petition from IBC Concord IV, LLC for inclusion of property into the District

John Christofferson, Deputy County Attorney

Documents:

BSR RE ACWW-PID INCLUSION IBC CONCORD IV, LLC PUBLIC MEETING
BUSINESS ITEM 7-12-16.DOC
160628 DOUGLAS COUNTY RESO NO. R-016-066-IBC CONCORD INCLUSION
PETITION APPROVAL RESOLUTION (ACWW PID) RECORDED.PDF
160608 LTR REIL TO JC RE ACWWA APPROVE PID INCLUSION IBC CONCORD IV
LLC.PDF
RESO NO 160___ ACWWPID INCLUSION - IBC CONCORD IV LLC - 7-12-16.DOC

2. *PUBLIC HEARING - Case No. P16-006, Inverness No. 57, Lot 3, Final Development Plan

Consideration of a request from the applicant Horvat Architects, on behalf of the property owner, Vallagio Medical Holdings, LLC proposing a building with a 9070 sf. footprint which is intended to house medical offices. This Final Development Plan (FDP) will supersede an existing approved FDP known as Case No. A09-003 which proposed inline office/retail of a similar size in the same location

*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:

P16-006 BSR.PDF
P16-006 DRAFT MOTIONS.PDF
P16-006 RESO.PDF
P16-006 SR.PDF
P16-006 PLANS.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.

RESOLUTION NO. 160
seconded by Commissioner

It was moved by Commissioner _____ and duly
to accept the following resolution:

WHEREAS, Keven and Sandi Turecek were awarded the 2016 Colorado Leopold Conservation Award on June 13, 2016 at the Colorado Cattleman's Association Annual Convention; and

WHEREAS, the extraordinary efforts of Keven and Sandi Turecek in voluntary conservation on their multi-generational Stacked Lazy B Ranch will be forever etched in Arapahoe County history as a significant contribution for us all; and

WHEREAS, Keven and Sandi Turecek's efforts to increase the awareness and understanding of 21st century food production and land stewardship makes them outstanding stewards of their land and passionate advocates for conservation; and

WHEREAS, Keven and Sandi Turecek's great love for the land and their family is evident in the outstanding management decisions that produce one of the most well run farming and ranching operations in Colorado; and

WHEREAS, Keven and Sandi Turecek's dedication and commitment to Arapahoe County and the State of Colorado is recognized and appreciated by the Board of County Commissioners, staff and citizens alike; and

WHEREAS, Keven and Sandi Turecek are so special to Arapahoe County that this resolution was drafted to acknowledge their accomplishment and express sincere thanks and appreciation for their commitment to the agriculture community and conservation; and

WHEREAS, the Board of County Commissioners recognize that farmers and ranchers are the original conservationists in this County; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to hereby officially recognize the contributions to the agriculture community, industry and conservation that Keven and Sandi Turecek have made as valued citizens of Arapahoe County; and hereby declares that Arapahoe County has prospered under their dedication and commitment.

The vote was:

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

The Chair declared the motion carried and so ordered.

**MINUTES OF THE ARAPAHOE COUNTY
BOARD OF COUNTY COMMISSIONERS
TUESDAY, JUNE 21, 2016**

At a public meeting of the Board of County Commissioners for Arapahoe County, State of Colorado, held at 5334 South Prince Street, Littleton, Colorado 80120 there were:

Nancy Doty, Chair	Commissioner District 1	Present
Nancy Jackson, Chair Pro-Tem	Commissioner District 4	Present
Nancy A. Sharpe	Commissioner District 2	Present
Rod Bockenfeld	Commissioner District 3	Present
Bill Holen	Commissioner District 5	Present
Ron Carl	County Attorney	Present
Matt Crane	Clerk to the Board	Absent and Excused
Joleen Sanchez	Asst. Clerk to the Board	Present

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

CALL TO ORDER

Commissioner Doty called the meeting to order.

INTRODUCTIONS

ROLL CALL

PLEDGE OF ALLEGIANCE

MODIFICATION(S) TO THE AGENDA

There were no modifications to the agenda.

ADOPTION OF THE AGENDA

The motion was made by Commissioner Sharpe and duly seconded by Commissioner Jackson to adopt the Agenda as presented.

The motion passed 5-0.

CEREMONIES

There were no ceremonies on this date.

CITIZEN COMMENT PERIOD

There were no citizen comments on this date.

CONSENT AGENDA

The motion was made by Commissioner Holen and duly seconded by Commissioner Jackson to approve the items on the Consent Agenda as presented.

The motion passed 5-0.

GENERAL BUSINESS ITEMS

Item 1 – Resolution No. 160406 - 3360 S. County Road 149-Request for Waiver of Fees Associated with a Conventional Rezone and Minor Subdivision

Molly Orkild-Larson, Senior Planner, introduced the applicant and explained the purpose of the request to waive the fees.

There was discussion regarding when the zoning regulations and subdivision regulations were established.

Commissioner Bockenfeld asked how someone could get a certificate of occupancy for a building on a property that was illegally subdivided.

Ms. Orkild-Larson said the house was built in 1924, and she does not know how many improvements have occurred since then.

Mr. Hill said this subdivision was never brought to the county in a formal process. He said that was common in the past.

Commissioner Sharpe said there are multiple properties that have the same issue, and asked what is being done so property owners don't have to go through this process. She stated that it would not be fair to impose fees on this owner if this is going to be addressed and there would be no fees for other owners.

Jason Reynolds, Planning Manager, explained the research that has been done and said staff would present options to the Board in a study session.

Mr. Hill said often, the person that created the initial subdivision no longer owns the property.

There was discussion as to whether or not illegal subdivision could still happen; Mr. Reynolds said yes, it is possible.

Melissa and Ed Doremus, applicants, explained the need to request a waiver.

Commissioner Doty asked the applicants if they agree with the \$5,000 fee proposed by staff.

Mrs. Doremus stated that they would like that fee refunded if the Board makes a variance for the rest of the county properties.

Commissioner Bockenfeld explained why he would make a motion that all the fees be waived.

The motion was made by Commissioner Bockenfeld and duly seconded by Commissioner Holen that the Board of County Commissioners grant the applicants, Melissa and Ed Doremus, a full fee waiver for a Conventional Rezone and Minor Subdivision.

The motion passed 5-0.

Item 2 – Resolution No. 160407 - Case P16-005 - Inverness No. 27 Replat

Robert Hill, Senior Assistant County Attorney, established jurisdiction for the Board to hear this case.

Sherman Feher, Senior Planner, introduced the applicant and described the details of this case.

Ned White, representing the applicant, explained the request for approval of a replat and described the buildings that would be constructed on the site.

There were no public comments.

In the case of P16-005, Inverness No. 27 Replat, the motion was made by Commissioner Sharpe and duly seconded by Commission Jackson that the Board of County Commissioners has read the staff report. The Board finds itself in agreement with staff findings, including all exhibits and attachments as set forth in the staff report dated June 1, 2016, and approves this application, subject to the following condition:

- 1. Prior to signature of the final mylar copy of these plans, the applicant agrees to address Public Works and Development Staff comments.**

The motion passed 5-0.

COMMISSIONER COMMENTS

There were no commissioner comments on this date.

There being no other business before the Board, Commissioner Doty adjourned the public meeting at 10:00 a.m.

ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS

**MATT CRANE, CLERK TO THE BOARD
BY JOLEEN SANCHEZ, ASSISTANT CLERK TO THE BOARD**

REPORT FOR 06/21/2016 TO 06/27/2016

FUNDS SUMMARY:

FUNDS SUMMARY:

10 General Fund	606,575.14
11 Social Services	290,765.55
14 Law Enforcement Authority Dist	2,496.03
15 Arapahoe / Douglas Works!	86,253.64
16 Road and Bridge	33,886.37
20 Sheriff's Commissary	4,763.95
21 Community Development	48,703.89
26 Grants	27,715.26
28 Open Space Sales Tax	46,304.90
29 Homeland Security - North Cent	380.00
33 Building Maintenance Fund	13,351.07
34 Fair Fund	400.00
41 Capital Expenditure	49,550.20
43 Arapahoe County Recreation Dis	523.04
70 Central Services	1,252,412.33
71 Self-Insurance Liability	1,500.00
73 Self-Insurance Workers Comp	10,453.56
74 Self-Insurance Dental	33,234.52
84 E-911 Authority	244,207.69
	=====
TOTAL	2,753,477.14

FUND REPORT - EXPENDITURE TYPE

FUND 10 EXPENDITURE REPORT

ACCURACY INC	Supplies	48,630.00
ADAMSON POLICE PRODUCTS	Supplies	555.00
ADVANCED EXTERIORS	MISC.	706.80
ALSCO	Supplies	27.50
ARAPAHOE COUNTY SHERIFFS OFFICE	Services And Other	68.00
ARAPAHOE COUNTY SHERIFFS OFFICE	Supplies	80.16
ARTCRAFT & FOREMOST INC	Supplies	327.00
ASHLEIGH E MCLEESE	MISC.	15.00
AT&T MOBILITY II LLC	Services And Other	370.36
AURORA MEDIA GROUP LLC	Services And Other	1,700.00
BATTERY SYSTEMS INC	Supplies	93.91
BENJAMIN SWARTZENDRUBER	Services And Other	503.17
BOBCAT OF THE ROCKIES LLC	Supplies	41.78
BRIDGESTONE RETAIL OPERATIONS LLC	Services And Other	54.99
BRUCKNER TRUCK SALES INC	Supplies	1,504.43
BRUMBAUGH & QUANDAHL PC	MISC.	15.00
CARY CALONE	MISC.	15.00
CDW GOVERNMENT, INC.	Services And Other	282.20
CDW GOVERNMENT, INC.	Supplies	642.84
CENTURY LINK	Services And Other	85.00
CHEMATOX LABORATORY INC	Services And Other	880.00
CHERRY KNOLLS PHILLIPS 66	Services And Other	298.80
CITY AND COUNTY OF DENVER	MISC.	34.50
CITY OF AURORA	MISC.	114.00
CITY OF AURORA, UTILITIES	Services And Other	27,000.00
CLIFTON LARSON ALLEN LLP	Services And Other	7,400.00
CLINTON RAY WHITFIELD	MISC.	15.00
COLORADO DRAGON BOAT FESTIVAL	Services And Other	315.00



Board Summary Report

Date: July 12, 2016
To: Board of County Commissioners
Through: Corbin Sakdol, Assessor
From: Holly Vicino, Administrative Budget Coordinator
Subject: Assessor's Report on Real and Personal Property

Request and Recommendation

Pursuant to C.R.S. 39-8-105(1) and C.R.S. 39-8-105(2), the Arapahoe County Assessor reports on the protests of real property valuations and personal property valuations which were received by this office in 2015 are attached. I would request that the Board receive and accept both reports.

I NEED 1 RESOLUTION NUMBER FOR REAL AND PERSONAL PROPERTY.

Corbin Sakdol, Assessor

County Attorney (required)

RESOLUTION NO. _____ It was moved by Commissioner _____ and duly seconded by Commissioner _____ to acknowledge receipt by the Board of County Commissioners of Arapahoe County, acting as the Arapahoe County Board of Equalization, pursuant to Section 39-8-105(1), C.R.S., of the report of the Arapahoe County Assessor concerning the valuation for assessment of all taxable real property in the County and concerning a list of all persons who appeared before the County Assessor in 2016 to protest their real property valuation and the action taken in each case.

The vote was:

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

The Chair declared the motion carried and so ordered.

RESOLUTION NO. _____ In addition, it was moved by Commissioner _____ and duly seconded by Commissioner _____ to acknowledge receipt by the Board of County Commissioners of Arapahoe County, acting as the Arapahoe County Board of Equalization, pursuant to Section 39-8-105(2), C.R.S., of the report of the Arapahoe County Assessor concerning the valuation for assessment of all taxable personal property and movable equipment which has been apportioned in the County, and the report concerning a list of all persons who have failed to return any personal property schedules and his action in each case, and concerning a list of all persons who appeared before the County Assessor in 2016 to protest their personal property valuation and the action taken in each case.

The vote was:

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

The Chair declared the motion carried and so ordered.

Consent Agenda:



Board Summary Report

Date: June 27, 2016

To: Board of County Commissioners

Through: Don Klemme, Director, Community Resources

From: Liana Escott, Community Development Administrator, Housing and Community Development Services

Subject: HOME requests for the Community Housing Development Association (CHDA) Operating funds request (\$25,000) and for the Aurora Housing Authority's (AHA) request for the Villages of Westerly Creek III (VWCIII) (\$150,000).

Direction/Information:

HCDS staff was directed by the BoCC at a Study Session on June 21, 2016 to set the HOME allocations to CHDA (\$25,000) and AHA (\$150,000) for Consent Agenda.

CHDA Operating Award

CHDA requested \$25,000 in Operating Funds for the 2016 Program Year to manage current properties as well as to search and work towards new housing development projects in Arapahoe County. At a study session on June 21, 2016, the BoCC directed HCDS staff to set the item for Consent Agenda.

AHA HOME request for \$150,000 for the construction of VWC

AHA requested \$150,000 in HOME funds for the construction of VWCIII, a 74 unit affordable housing project, in the City of Aurora. At a Study Session on June 21, 2016 the BoCC directed HCDS staff to set the HOME allocations to AHA (\$150,000) for Consent Agenda for the construction of VWCIII.

Links to Align Arapahoe

1. Enhance Quality of Life. Citizens' lives may be enhanced by utilizing federal HOME funds for housing activities that will benefit lower income families.
2. Service First. Using HOME funds to help residents of Arapahoe County obtain stable housing will reduce the number of persons with inadequate housing.

Consent Agenda:

Discussion

Both of these project proposals are sound projects.

Alternatives

The BOCC may choose not to fund either of the projects or fund at partial funding. Funds are available to fully fund each project.

Fiscal Impact

HOME funds are allocated by the U.S. Department of Housing and Urban Development. No County funds are affected.

Attorney Comments

Reviewed By:

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

HOME Funds – Award funding to CHDA (\$25,000) and Aurora Housing Authority (AHA) (\$150,000) HOME awards.

Resolution # . It was moved by Commissioner _____ and duly seconded by Commissioner _____, to allocate \$25,000 in HOME funds to Community Housing Development Association (CHDA) for operating expenses and \$150,000 in HOME funds to the Aurora Housing Authority for the construction of the Villages of Westerly Creek III in the City of Aurora.

The vote was: Commissioner Bockenfeld, ____; Commissioner Doty, ____; Commissioner Holen, ____; Commissioner Jackson, ____; Commission Sharpe, ____.

The Chair declared the motion carried and so ordered.



Board Summary Report

Date: May 23, 2016
To: Board of County Commissioners
Through: David C. Walcher, Sheriff
From: Olga Fajaros, Budget & Logistics Manager
Subject: IGA's for Usage of the Drive Track

Request and Recommendation

The Arapahoe County Sheriff's Office requests the Board of County Commissioners to approve and authorize the Intergovernmental Agreement for usage of the driving track with the various agencies and authorize the Sheriff to sign Drive Track IGA's on behalf of the Board of County Commissioners.

Background

The Arapahoe County Sheriff's Office has previously been authorized by the Board of County Commissioners to permit outside law enforcement agencies use of the drive track for law enforcement drivers training. Agencies sign an intergovernmental agreement and pay a daily use fee for the track.

Discussion

The Arapahoe County Sheriff's Office has previously authorized outside law enforcement agencies to use the drive track for drivers training. Current agreements are being reviewed and updated with those agencies interested in the continued use of the drive track. Future agreements will be on an annual basis with an automatic renewal unless either agency decides to terminate the agreement.

Alternatives

There are no alternatives.

Fiscal Impact

Agencies pay a daily usage fee. This fee is based on whether they are a Metro area agency or outside the Metro area.

Concurrence

The Sheriff's Office Administration and the Support Services Bureau are in concurrence with this decision.

Reviewed By:

Olga Fajaros, Budget & Logistics Manager
Larry Etheridge, Support Services Bureau Chief
Louie Perea, Undersheriff
David C. Walcher, Sheriff
County Attorney

RESOLUTION NO.

It was moved by Commissioner [redacted] and duly seconded by Commissioner [redacted] to authorize the Chair of the Board of County Commissioners to approve and authorize the Intergovernmental Agreement for usage of the driving track with the various agencies and authorize the Sheriff to sign Drive Track IGA's on behalf of the Board of County Commissioners.

The vote was:

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

The Chair declared the motion carried and so ordered.

**INTERGOVERNMENTAL AGREEMENT
USE OF ARAPAHOE COUNTY DRIVING TRACK FACILITY**

This Intergovernmental Agreement with an effective date of ____, 20__, is entered into by and between the Arapahoe County Sheriff, on behalf of Arapahoe County, Colorado, (hereinafter collectively the “County”) and _____, (hereinafter the “User Agency”).

1. Purpose

The Parties desire to enter into this Agreement for the purpose of establishing terms and conditions whereby the User Agency shall be permitted to use the County’s Driving Track Facility (the “Facility”), located at the Arapahoe County Fairgrounds and Regional Park at 25690 E. Quincy Ave., Aurora, CO, for training of personnel and related activities.

2. Use of the Facility

Permissible uses of the Facility by the User Agency shall include driving training for recruit and in-service personnel, both sworn and civilian, and driving training for volunteers, and such other uses as deemed appropriate by mutual written agreement of the Parties. No person shall be allowed to use the Facility unless such person has signed a release and hold harmless agreement on a form acceptable to the County.

3. Authority

The Parties are authorized to enter into this Agreement pursuant to Section 29-1-203, C.R.S. and Article XIV, Section 1812(2)(a) of the Colorado Constitution.

4. Duration, Renewal and Termination

This Agreement shall continue in full force and effect for an initial term of one year from the date of execution of this Agreement and will automatically be deemed renewed unless written notice of intent not to renew is provided by the non-renewing Party to the other Party no less than 60 days prior to the date of expiration of the initial term.

In addition to the non-renewal provisions as set forth herein, this Agreement may be terminated by either Party, with or without cause, upon 30 days notice to the other Party. Within 10 days following termination or non-renewal of this Agreement, the User Agency shall to return any and all property of Arapahoe County and of the Arapahoe County Sheriff’s Office unless otherwise agreed in writing by the Parties.

5. Use Fees and Other Charges

The User Agency agrees to pay fees to the County for the use of the Facility pursuant to this Agreement in such amounts as may from time to time be established by the County and incorporated into a written schedule of use fees. The User Agency also agrees to pay for any and all consumable product replacement, repair and/or replacement of

property and/or loaned equipment at the Facility that is or may be damaged, destroyed or rendered inoperable as a result of the User Agency's use of the Facility. Use fees and other charges as provided herein shall be due and payable within 30 days of receipt by the User Agency of the County's written invoice itemizing said fees and charges.

6. Equipment Requirements

Prior to use of the Facility pursuant to this Agreement, the County shall provide to the User Agency a specific written list of supplies and equipment that will be necessary for the User Agency's personnel to have to properly use the Facility. The User Agency shall obtain all listed equipment and supplies at its own cost prior to its use of the Facility.

7. Supervision and Control

All driving instructors and support personnel must be supplied by the User Agency. The User Agency will be required to have a POST certified driving instructor present while driver training is being conducted. The User Agency is required to provide a list of its POST Certified Driving Instructors along with copies of their certifications. The User Agency Driving instructor(s) will ensure the appropriate use of the Facility.

The Arapahoe County Sheriff's Office reserves the right, in its sole discretion, to immediately terminate any use of the Facility if it is determined that such use has resulted or may result in damage to the Facility or if such use otherwise presents a threat to the safety of persons or property.

8. Employment Status and Compensation/Relation of the Parties

Each of the Parties shall provide required workers' compensation insurance, salary, benefits and appropriate equipment for their respective employees.

Except as otherwise provided by law the performance of this Agreement, both Parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees, agents, or subcontractors of the other Party.

9. Compliance with Applicable Laws

The Parties to this Agreement shall comply with all applicable provisions of Local, State and Federal laws and regulations.

10. Hold Harmless

To the extent allowed by law, the User Agency shall hold harmless the County, its elected and appointed officials, boards, officers, agents, employees and insurers from and against any and all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the use of the Facility or other

County facilities, if any such injury, loss or damage is caused in whole or in part by the act, omission, error, mistake, negligence or other fault of an officer, agent, or employee of the User Agency, anyone directly or indirectly employed by the User Agency, or anyone for whose acts the User Agency may be liable; provided, however, that User Agency is not is not obligated to hold harmless the County hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any grossly negligent act or omission of the County or its elected or appointed officials, boards, officers, agents or employees. User Agency's obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation to hold harmless which would otherwise exist as to any part or person described in this Section.

With respect to any and all claims against the County or any of its elected or appointed officials, boards, officers, employees or agents by any employee of the User Agency or anyone directly or indirectly employed by the User Agency, or anyone for whose acts the User Agency may be liable, the obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the User Agency under worker's compensation laws, disability benefits laws, or other employee benefit laws.

11. Insurance

In addition to compliance with the provisions as set forth in Section 10 of this Agreement, the User Agency shall obtain and maintain, at its own expense, general liability insurance, and automobile liability insurance coverage in an amount and in such forms as necessary to protect the County, its officials, employees and agents and the User Agency against any and all claims arising from the User Agency's use of the Facility pursuant to this Agreement including, but not limited to, claims arising from the acts, omissions or negligence of its officers, employees, contractors, invitees or agents against any and all claims arising from injuries or damages, however caused, sustained by any person or persons or to the property of any person or persons or other entities, including the County, occurring during such use. The minimum annual aggregate policy limit for insurance coverage obtained and maintained pursuant to this Section shall be \$2,000,000. All policies shall name Arapahoe County and the Arapahoe County Sheriff's Office as additional insured. All policy forms shall be subject to review and approval of the County. Prior to the effective date of this Agreement, the User Agency shall provide the County with certificates of insurance and such other documents as may be requested by the County in order to confirm the existence and adequacy of the insurance coverage specified herein. The User Agency shall notify the County no fewer than 10 days prior to cancellation or non-renewal of required coverage. The Parties understand and agree that the policy limits or other provision of insurance coverage obtained and maintained pursuant to this Section shall in no way limit the User Agency's obligations pursuant to this Agreement.

12. Entire Agreement

This Agreement constitutes the entire understanding of the Parties with respect to the subject matter thereof. Any amendment or modification of this Agreement shall be

made only by a written instrument executed by authorized representatives of the Parties.

13. Severability

The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.

14. Governing Law, Venue Enforcement

This agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court in Arapahoe County, Colorado. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting Party shall not apply to the interpretation of this Agreement.

15. Notices

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed or delivered to the respective Parties at the addresses set forth below or at such alternate addresses as may be specified in writing:

County

Arapahoe County Sheriff's Office
13101 East Broncos Parkway
Centennial, Colorado 80112

User Agency

16. Assignment

Neither the County nor the User Agency shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without prior written consent of the other Party.

17. Governmental Immunity

Nothing in this Agreement is interpreted to waive the monetary limitations or any other rights, immunities, or protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., as amended from time to time ("CGIA") or otherwise available to the Parties for federal claims. If either the County or the User Agency waives the protection of the CGIA, or any protections available for defense of federal law claims, such waiver shall not without written consent extend to the protections afforded the other; to the extent that such waiver does result in a waiver of the protections afforded the non-waiving Party, the waiving Party shall, to the maximum extent allowed by law, indemnify and hold harmless the non-waiving Party.

18. Filing

Following execution of this Agreement, the Parties shall comply with all applicable laws concerning filing of this Agreement.

Approvals

County

User Agency

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Determinations of Counsel

This Intergovernmental Agreement has been reviewed by the undersigned legal counsel who has determined that this contract is in appropriate form and within the powers and authority granted to _____ (User Agency)

By: _____ Date: _____
Name: _____
Counsel for _____

BOARD OF COUNTY COMMISSIONERS
ARAPAHOE COUNTY, COLORADO
By: _____
Nancy Doty
Chair, Arapahoe County Board of Commissioners

ATTEST:

Clerk of the Board

Arapahoe County Sheriff's Office
Sheriff's Driving Track

Release and Hold Harmless Agreement

I, _____, (name), the undersigned, on this ____ day of _____, 20__, in consideration of my being allowed access to and use of the Sheriff's Driving Track at the Arapahoe County Fairgrounds property, agree as follows:

I agree to assume the risks inherent in and related to my use of or presence at the Arapahoe County Sheriff's Driving Track or the Arapahoe County Fairgrounds property, including, but not limited to, any driving or training activities that I participate in at such Track, and agree to release Arapahoe County and the Arapahoe County Sheriff's Office, their principals, affiliates, sponsors, volunteers, agents, elected and appointed officials, boards, employees, successors and assigns from any and all liability of every kind or nature which includes but is not limited to: 1) any personal injury or death to myself; 2) any damage to my personal property or personal affects; and/or 3) any other loss or damage resulting from the acts or omission of any other person (which includes, but is not limited to, myself, all employees of the Arapahoe County Sheriff's Office and its affiliates, including all officers employed by the Arapahoe County Sheriff, and persons with whom other employees of the Arapahoe County Sheriff's Office and its affiliates have contact). I intend this release of liability to cover all situations, which may occur in relation to my use of, or presence at, the Sheriff's Driving Track.

I agree to hold harmless Arapahoe County and the Arapahoe County Sheriff's Office, and their principals, affiliates, sponsors, volunteers, agents, elected and appointed officials, boards, employees, successors and assigns from any liability in any cause of action in law or equity which may be asserted against any of them for any act or omission arising out of my use of the Arapahoe County Sheriff's Driving Track, including, but not limited to, any driving or training activities that I participate in at such Track.

I agree to act as my own insurer against all hazards and acts of any negligent person, understanding that my personal insurance may not cover the activities in which I participate while using the Sheriff's Driving Track and as contemplated by this Agreement.

I additionally intend to bind my spouse, heirs, legal representatives, assigns, and anyone else who may file any claim upon my behalf.

This release shall be deemed to be contractual, and not a mere recital. I agree that should a court of law invalidate any part of this release, that the remaining parts of this release shall remain in full force and effect.

I have read this release and I understand what this release means. I indicate my voluntary acceptance of the terms of this release by signing my name below.

Participant's Signature

Date

Entity

Participant's Printed Name

Your Mailing Address

Witness Signature

Date

Your Phone Number



Board Summary Report

Date: June 23, 2016

To: Board of County Commissioners

Through: David C. Walcher, Sheriff

From: Olga Fajaros, Budget and Logistics Manager

Subject: Memorandum of Understanding between Arapahoe County and the Governor's Office of Information Technology / Public Safety Communications Network.

Request and Recommendation

The Arapahoe County Sheriff's Office requests the Board of County Commissioners to sign a Memorandum of Understanding (MOU) between Arapahoe County and the Governor's Office of Information Technology (OIT) / Public Safety Communications Network (PSCN) to benefit from State supported and planned upgrades of the public safety statewide digital trunked radio (DTR) system software.

Background

Arapahoe County joined the statewide DTR system in 2002. Historically, Arapahoe County has been responsible for any software and hardware upgrade's as required by the State. In 2016, funding was authorized by the State for PSCN to supplement required software upgrades to agency users. The State anticipates five upgrades over the next 10-years.

Links to Align Arapahoe

Fiscal Responsibility - By entering into this agreement, the County will realize significant cost savings for software upgrades that will be required anyway to continue to utilize the DTR system.

Discussion

Arapahoe County has been an agency user of the State DTR system since 2002 and currently has no intention of switching off the system. Costs for required updates by the State have been the responsibility of user agencies, which must be completed in order to operate on the system.

By agreeing to this MOU Arapahoe County would be required to stay on the State DTR system between upgrades or a 2-year period. This agreement would not change ownership of the hardware purchased by Arapahoe County.

Financially, Arapahoe County will save \$131,586 during each upgrade cycle, or \$657,930 over the next 10-years.

Alternatives

Arapahoe County could choose to burden the cost of required updates to the DTR system, eliminating the obligation of staying on the State system between upgrades. This option would fiscally impact Arapahoe County and serve no purpose, as there are no viable options to the state DTR system at this time.

Fiscal Impact

Arapahoe County will save \$657,930 over the course of 10-years by agreeing to this MOU.

Concurrence

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

Attorney Comments

Reviewed By:

Olga Fujaros, Budget & Logistics Manager

Larry Etheridge, Support Services Bureau Chief

Glenn Thompson, Acting Undersheriff

David C. Walcher, Sheriff

Finance Department

County Attorney

RESOLUTION NO. It was moved by Commissioner and duly seconded by Commissioner to approve and to authorize the Chair of the Board of County Commissioners to sign the Memorandum of Understanding between Arapahoe County and the Governor’s Office of Information Technology, 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

Between

**Governor's Office of Information Technology, (OIT)
Public Safety Communications Network, (PSCN)**

And

**Arapahoe County on behalf of the
Arapahoe County Sheriffs Office**

1. Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is entered into by and among Arapahoe County on behalf of the ARAPAHOE COUNTY SHERIFFS OFFICE, 13101 EAST BRONCOS PARKWAY, CENTENNIAL, CO.

80112, hereinafter referred to as the "Receiving Agency" and the State Of Colorado, Governor's Office of Information Technology, Public Safety Communications Network, 601 East 18th Avenue, Suite 250, Denver, CO 80203, hereinafter referred to as the "State", and jointly referred to as the "Parties".

2. Purpose:

This MOU shall define the framework for allowing the State and the Receiving Agency to benefit from State supported and planned upgrades and updates of public safety statewide digital trunked radio

(DTR) system software. This MOU shall specifically address a series of five (5) planned software upgrades from SR 7.14 through SR 7.25 on equipment owned by the Receiving Party at RF sites and dispatch centers owned or controlled by the Receiving Party.

The Parties have functionally connected their respective Radio Systems and this MOU documents the sharing of resources to the mutual benefit of all Parties.

3. Statement of Mutual Interests and Benefits:

The Parties, through cooperation in the DTR system, provide a public safety communications capability serving state agencies and participating local, regional, Tribal and Federal government entities. It is in the best interest and for the greater benefit of all users of the DTR system to improve public safety communications by State, Local, Regional, Tribal and Federal Governments sharing resources and capabilities.

The sharing of communications resources are actions that may substantially reduce costs and enhance interoperable communications for local, county, state, tribal and federal public safety providers.

DTR system upgrades and enhancements performed in concert and across the system provide the greatest benefit and advantage to all DTR system users. As part of its participation in the DTR system, the State is seeking to improve public safety communications across the state by providing a

series of system wide software upgrades to the shared resources and capabilities. The State has appropriated and budgeted funds for such DTR system software upgrades, and the State will proceed with the upgrades regardless of the existence or termination of this MOU.

Maintaining DTR system consistency and stability are critical to the reliable performance of the system statewide. In order to maintain system software consistency, routine MOTOPATCH software patches and system security updates provided by Motorola, and downloaded to the State's Master Zone, will be pushed to all connected DTR system components by the State engineering staff.

4. Cooperators Agree:

- 4.1 The installation of DTR system software upgrades on Receiving Agency owned computer equipment at RF sites and in dispatch centers in no way changes Receiving Agency ownership or otherwise alters control of Receiving Agency owned equipment. Receiving Agency reserves the right to refuse the installation of DTR system software upgrades on Receiving Agency owned equipment at RF sites and in Receiving Agency dispatch centers. It is understood that by refusing installation of DTR system software upgrades Receiving Agency risks the loss of seamless public safety communications interoperability, and in some cases operability, capabilities currently offered by the DTR system. Receiving Agency fully and completely understands that all integrated components of the DTR system must operate on the same System Release software version. Refusal of the installation of a software upgrade will make any component not receiving the software upgrade/s incompatible with the DTR system. Receiving Agency DTR system components identified as incompatible with the DTR system will require disconnection from the DTR system at the Master Zone.
- 4.2 Unless specifically authorized in this MOU, neither Party, nor their representative shall adjust, maintain or otherwise touch equipment owned by another without written agreement to do so prior to adjustment, maintenance or other action taking place.
 - 4.2.1 Receiving Agency is fully and completely responsible for ensuring its hardware meets Motorola specifications to remain operational with the new System Release software. Equipment malfunctions due to software upgrades provided by the State for this series of system wide software upgrades shall be reported to the Receiving Agency's authorized Motorola Dealer for service or repair. All costs associated with the service or repair of equipment malfunctions as a result of the upgrade are the responsibility of the Receiving Agency. The Service Level Agreement (SLA) located in the CCNC Policy and Procedure Manual (<http://www.ccncinc.org>) shall be considered the standard for service and repair of defective or malfunctioning equipment or software.
- 4.3 Parties agree to establish and maintain safety and security guidelines for site user representatives to follow when accessing the sites.

- 4.4 State shall work in concert with Receiving Agency to plan and schedule installation of software updates. Every effort will be made to give ample time and opportunity for Receiving Agency to prepare for the State installation, testing and monitoring of the new software and equipment.

Receiving Agency understands and expects there will be limited disruption in service during the installation of software updates on dispatch console equipment and equipment at RF sites. State and its agents and contractors will make every effort to limit the disruption in service to the shortest duration possible.

- 4.5 Receiving Agency grants permission to the State and its authorized employees, agents, and contractors to enter its associated buildings, easements and rights-of-way to install, test, and operate the software provided for in Exhibit A to this MOU; provided that proper advance arrangements are made with the Receiving Agency owning such buildings, easements and rights-of-way.

- 4.6 For purposes of this MOU, the State agrees to purchase and provide for the installation, testing, and monitoring of the DTR system software updates/upgrades from SR 7.14 to SR 7.25 as defined in the attached Exhibit A.

4.6.1 This MOU is inclusive of installation, testing, and monitoring of DTR system software updates/upgrades to Receiving Agency expansion transmitters/repeaters and dispatch console positions acquired during the full term of the MOU, at no additional cost to the Receiving Agency.

- 4.7 Receiving Agency agrees that acceptance of the DTR system software upgrade/s obligates the Receiving Agency to remain an active, connected, and integral partner of the DTR system for a minimum period of two (2) years from the completion and acceptance of each software upgrade. Software upgrades are scheduled to commence during the third quarter of calendar year 2017 and will occur biennially until the final software upgrade to SR 7.25 is completed in calendar year 2025.

4.7.1 Should the Receiving Agency elect to disconnect or otherwise cease participation with the DTR system prior to the agreed upon term, Receiving Agency shall be responsible for reimbursement to the State for an apportioned cost of the DTR system upgrade cost incurred by the State during this system-wide upgrade.

4.7.1.1 State investment in this series of five (5) upgrades specifically provided to Receiving Agency infrastructure is: \$ 657,930.00.

4.7.1.2 Apportioned cost shall equate to \$131,586.00 for each of the five (5) scheduled software upgrades.

4.8 Motorola MCC7500 console hardware upgrades may be required for continued operation on one or more of the new system software platforms. It is the full responsibility, and at the sole expense, of the Receiving Agency to upgrade their console hardware to be compatible with the new system software prior to the system wide software upgrade.

5. Term: The term of this MOU shall begin upon final signature on the document and shall expire on June 30, 2025.

5.1 Receiving Agency participation in each of the planned upgrades will be executed through an Option to Participate Letter of substantially the same form as the attached Exhibit B. The State shall provide the Receiving Agency with the Option Letter required for participation in the scheduled upgrade. The Option Letter shall define the software upgrade for which the Receiving Agency wishes to participate. The Receiving Agency is under no obligation to participate in any future software upgrades, as defined in Section 4.1 above.

5.2 Scheduled system software upgrades will be published in advance. The State will contact the Receiving Agency directly with information and details pertaining to each of the scheduled software upgrades.

6. Insurance:

Each Party shall at its sole cost and expense, obtain insurance or self insure, its inventory, equipment, and all other property associated with its equipment against loss resulting from fire or other casualty.

7. Control and Possession of Systems:

Each Party shall remain in exclusive control and possession of its own telecommunications system and equipment and this MOU shall not be construed to grant any Party any rights of ownership, control, or possession of the other Party's systems or equipment, other than those which may be specifically set forth herein or in exhibits hereto.

8. Non-dedication of Equipment:

The Parties do not intend to dedicate, and nothing in this MOU shall be construed as constituting a dedication by any Party of its rights, or equipment, or any part thereof, to the other Parties or any customer or member of the other Party.

9. Uncontrollable Forces:

No Party shall be considered to be in default in performance of any of its obligations under this MOU when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the Party affected including, but not restricted to, failure or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, or sabotage, which by exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it is involved. Any Party rendered unable to fulfill any obligation under this MOU by reason of uncontrollable force shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

10. Notices.

Any notice, demand or request pursuant to this MOU herein shall be in writing and shall be considered properly given when delivered in person, sent by either registered or certified mail, acknowledged by an email with a delivery and/or read receipt attached, or sent by national overnight delivery service, postage prepaid addressed to the other Party's principal offices.

10.1 Notices to the State shall be sent to: State of Colorado, Governor's Office of Information Technology, Communication Services, 601 East 18th Avenue, Suite 250, Denver, CO 80203

10.2 Notices to Receiving Agency shall be sent to: Telecommunications Coordinator, Arapahoe County Sheriffs Office, 13101 East Broncos Parkway, Centennial, Colorado 80112

11. Binding Obligations.

All of the obligations set forth in this MOU shall bind the Parties and their successors and assigns, and such obligations shall run with the Parties' rights, titles, interests, and with all of the interests of each Party to this MOU.

12. Fund Availability

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

13. Future Obligations.

Receiving Agency shall not plan for, or otherwise expect the State to provide system wide software upgrades beyond the series of software upgrades defined in this MOU. State is not obligated in any way to provide future software upgrades to Receiving Agency DTR system components.

14. GOVERNMENTAL IMMUNITY.

Both the Receiving Agency and the State are public entities within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq. No term or condition of this MOU shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671, et seq., as applicable now or hereafter amended.

THE PARTIES HERETO HAVE EXECUTED THIS MOU

* Persons signing for the Parties hereby swear and affirm that they are authorized to act on their behalf and acknowledge that the Parties are relying on their representations to that effect.

<p>BOARD OF COUNTY COMMISSIONERS ARAPAHOE COUNTY, COLORADO</p> <p>By: Nancy Doty Title: Chair, Arapahoe County Board of County Commissioners</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p>GOVERNOR’S OFFICE OF INFORMATION TECHNOLOGY</p> <p>Suma Nallapati, Secretary of Technology and State Chief Information Officer</p> <p>_____</p> <p>By: Brenda Berlin – Deputy Chief Information Officer and Chief Financial Officer</p> <p>_____</p> <p>Steven Sizemore – Deputy Procurement Director and Contracts and Compliance Director</p> <p>Date: _____</p>

Exhibit A

RECEIVING AGENCY SITES AND DISPATCH CENTERS

At the Receiving Agency Radio Frequency (RF) site and dispatch center the Receiving Agency shall:

1. Assist in coordination with the State Public Safety Communications Network (PSCN) engineers and technical staff and their associates for the installation of DTR system software upgrades at Receiving Agency RF sites and facilities.
2. Authorize State PSCN technical staff and their agents and/or associates required access to Receiving Agency RF sites and facilities for the purpose of installation, testing and monitoring of software.
3. Receiving Agency remains responsible for locally owned equipment hardware components.
4. Receiving Agency agrees to the below cost table.

ARAPAHOE COUNTY SHERIFFS OFFICE						
DTR SR 7.14 through SR 7.25 Upgrade Pricing Breakdown						
	Per Unit Per Year	Per Unit Per 2-Yr Upgrade	Per Unit 10-Year Period	Qty	Cost Per 2- year Upgrade	Full Term Cost
MCC7500/7100	2,093.00	4,186.00	20,930.00	15	62,790.00	313,950.00
Repeaters	637.00	1,274.00	6,370.00	54	68,796.00	343,980.00
					Per Upgrade Cost	131,586.00
					(5) Upgrade Full Term Cost	657,930.00

At the Receiving Agency RF site and dispatch center the State shall:

1. Make every effort to schedule and make ample notification to Receiving Agency of the date/s and time/s State and their agents may be expected to be on site to perform the necessary work to effect the upgrade of the Receiving Agency components of the DTR system.
2. Purchase and provision for all necessary personnel and equipment required for installation, testing and monitoring of DTR system software upgrades from SR 7.14 through SR 7.25.
3. In order to maintain system software consistency, the State remains wholly responsible for all software maintenance, including the authorization to push software patches and security updates to all DTR system components.

Exhibit B

SAMPLE OPTION LETTER

Date:	Original MOU CMS #:	Option Letter # 1	CMS Routing #
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1) OPTIONS

Arapahoe County Sheriffs Office Option to Participate only

2) REQUIRED PROVISIONS

In accordance with Section 5.1 of the Original Contract routing number _____ between the State of Colorado, Governor’s Office of Information Technology, and the Arapahoe County Sheriffs Office, the **Arapahoe County Sheriffs Office** (“Receiving Agency”) hereby exercises its option to participate in the Statewide Digital Trunked Radio System software upgrade to Motorola System Release [*specify release*] planned for [*beginning date*] and ending [*end date*] at a cost/price specified in Exhibit A.

3) **Effective Date.** The effective date of this Option to Participate Letter is upon signature of the Receiving Agency.

ARAPAHOE COUNTY SHERIFFS OFFICE David C. Walcher, Sheriff	
By: _____	
<input type="checkbox"/>	
<input type="checkbox"/>	
	Date: _____



Board Summary Report

Date: May 11, 2016
To: Board of County Commissioners
Through: Don Klemme, Community Resources Department Director
From: Liana Escott, Community Development Representative
Subject: Private Activity Bond Assignment to CHFA

Request and Recommendation

Housing and Community Development Services (HCDS) staff are requesting approval from the Board of County Commissioners to assign the 2016 allocation of Private Activity Bonds to the Colorado Housing and Finance Authority (CHFA).

Background

Private Activity Bonds (PAB) are tax-exempt bonding authority, used either to create a loan for a project at a tax-exempt rate, or to create a mortgage credit certificate. The State of Colorado established its PAB allocation program by state statute (24-32-1701 et seq, C.R.S.) to provide for the allocation of Colorado's PAB authority.

PAB's may be used for a variety of qualifying projects, including:

- Financing new construction or acquisition/rehabilitation of housing for low and moderate income persons;
- Single-family mortgage revenue bonds or mortgage credit certificates for persons with low and moderate incomes;
- Providing low interest loans to eligible students at institutions of higher education;
- Manufacturing 'small issue' industrial development bonds;
- Qualified redevelopment bonds to acquire property in blighted areas; prepare land for redevelopment; and relocate occupants of structures on the acquired property;
- Exempt facility bonds-Hazardous waste facilities; solid waste disposal facilities, water and sewer facilities, mass commuting facilities; local district heating and cooling facilities, local electric energy or gas facilities, and multi-family housing bonds; and
- Qualified 501 (c) (3) bonds for use by non-profit hospitals and private universities.

In a number of the past 10 years, Arapahoe County has relinquished the PAB's to the State of Colorado at the end of the PAB program year. The PAB's are then redistributed throughout the State as needed. This year CHFA has reached out and asked Arapahoe County to assign our PAB's to them so that they

Study Session: June 13, 2016

can generate additional 4% Low Income Housing Tax Credit (LIHTC) deals. This has been done in the past, in 2009 and prior, the County did assign its PAB's to CHFA. The 2016 PAB allocation to Arapahoe County is: \$6,463,950.

Links to Align Arapahoe

Increase Community and Regional Partnerships. Assigning the PAB bonds to CHFA promotes intergovernmental cooperation by allowing these bonds to fund 4% LIHTC projects in and around Arapahoe County.

Staff Recommendation

The County does not have any interested entities for the County's PAB allocations. By assigning the PABs to CHFA we are enabling CHFA to generate more 4% LIHTC deals, the County cannot generate a 4% LIHTC independently.

Staff recommends assigning the PAB's to CHFA.

Alternatives

The BOCC may choose not to assign the PAB's to CHFA and can relinquish them to the State of Colorado at the end of the PAB program year.

Fiscal Impact

There is no fiscal impact to Arapahoe County as the PAB allocation is made by the federal government.

Attorney Comments

Reviewed By:

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

STATE OF COLORADO)
COUNTY OF ARAPAHOE)

At the regular meeting of the Board of County Commissioners for Arapahoe County, Colorado held at the Administration Building, Littleton, Colorado on Tuesday, the ___th day of July, 2016, there were present:

Nancy Doty, Chair
Nancy Jackson, Chair Pro Tem
Nancy Sharpe, Commissioner
Rod Bockenfeld, Commissioner
Bill Holen, Commissioner
Ron Carl, County Attorney
John Christofferson, Deputy County Attorney
Matt Crane, Clerk to the Board Absent and Excused
Joleen Sanchez, Assistant Clerk to the Board

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

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

WHEREAS, Arapahoe County is authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low- and moderate-income persons and families; and

WHEREAS, Arapahoe County is authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to provide such mortgage loans and for certain other purposes; and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Colorado Housing and Finance Authority (the "Authority") and other governmental units in the State, and further providing for the assignment of such allocations from such other governmental units to the Authority; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, Arapahoe County has an allocation of the 2016 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2016 (the "2016 Allocation"); and

WHEREAS, Arapahoe County has determined that, in order to increase the availability of adequate affordable housing for low- and moderate-income persons and families within Arapahoe County, and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2016 Allocation; and

WHEREAS, Arapahoe County has determined that the 2016 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Authority to issue Private Activity Bonds for the purpose of financing one or more multi-family rental housing projects for low- and moderate-income persons and families or to issue Private Activity Bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families ("Revenue Bonds") or for the issuance of mortgage credit certificates; and

WHEREAS, the Board of County Commissioners of Arapahoe County has determined to assign \$6,463,950 of its 2016 Allocation to the Authority, which assignment is to be evidenced by an Assignment of Allocation between the Arapahoe County and the Authority (the "Assignment of Allocation").

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

1. The assignment to the Authority of \$6,463,950 of Arapahoe County's 2016 Allocation be and hereby is approved.

2. The form and substance of the Assignment of Allocation be and hereby are approved; provided, however, that the Board of County Commissioners be and hereby are authorized to make such technical variations, additions or deletions in or to such Assignment of Allocation as they shall deem necessary or appropriate and not inconsistent with the approval thereof by this resolution .

3. The Board of County Commissioners of Arapahoe County be and hereby are authorized to execute and deliver the Assignment of Allocation on behalf of Arapahoe County and to take such other steps or actions as may be necessary, useful or convenient to effect the aforesaid assignment in accordance with the intent of this resolution.

4. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

5. This resolution shall be in full force and effect upon its passage and approval.

The vote was:

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

The Chair declared the motion carried and so ordered.

I, Matt Crane, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid, do hereby certify that the annexed and foregoing Resolution is truly copied from the records of the proceedings of the Board of County Commissioners for said Arapahoe County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Littleton, Colorado on this ____ day of July, 2016.

Matt Crane, Clerk to the Board



Board Summary Report

Date: June 28, 2016
To: Board of County Commissioners
Through: Shannon Carter, Open Spaces Director
From: Bill Bauer, Open Space Operations Supervisor
Subject: **Utility Easement for Public Service Company of Colorado**

Request and Recommendation

Request the BOCC to authorize the Chair (or designee) to execute an Easement with Public Service Company of Colorado (Company) to bore a gas line through Cherry Creek Valley Ecological Park (CCVEP) to provide utility service to the new construction in the area. Easement subject to approval as to the form of the Agreement by the County Attorney's Office.

Background

This new gas line is needed to support the growth in the area. The existing gas system is out of capacity. With additional residential & commercial gas service applications coming into Xcel Energy, this gas main is needed in order to ensure reliable gas service to these new customers and maintain that same reliable service to existing customers. This new gas line will operate with a Maximum Allowable Operating Pressure (MAOP) of 60 psi. This is their normal distribution operating pressure in this area. In order to provide service to its new customers Public Service Company of Colorado must add a new service line that would need to go through CCVEP.

Links to Align Arapahoe

The granting of the proposed Easement to the Public Service Company of Colorado will support the following Align Arapahoe outcomes:

Quality of Life: The Easement supports the growth in the area which directly impacts the quality of life for City residents who also live in within Arapahoe County.

Service First: The Easement supports a positive relationship between utility companies who serves the citizens of Arapahoe County.

Discussion

Public Service Company of Colorado will be boring the gas pipe to provide minimal disturbance to the area. The only disturbance will be various stock piles that will be restored substantially to its original condition.

Alternatives

1. Approve the Easement as submitted.
2. Deny the request for an Easement.
3. Re-negotiate the terms of the Easement.

Fiscal Impact

The only fiscal impact will be the staff time to make sure the contractor adheres to the terms of the easement.

Attachments

Easement Agreement
Maps / Diagrams of Easement location

Attorney Comments

No Changes needed to be made

Reviewed By

Glen Poole, Open Space Operations Manager
Shannon Carter, Open Spaces Director
Tiffanie Bleau, Senior Assistant County Attorney

RESOLUTION NO. _____ It was moved by Commissioner _____ and duly seconded by Commissioner _____ to approve an Easement with Public Service Company of Colorado (Company) to bore a gas line through Cherry Creek Valley Ecological Park (CCVEP).

The vote was:

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

The Chair declared the motion carried and so ordered.

DIVISION SEMD

ROW AGENT Russ McClung

DOC. NO.

LOCATION Broncos Pkwy and Jamison
(approx.)

DESCRIPTION AUTHOR SEH, Inc.
AUTHOR ADDRESS 12640 w Cedar Dr, Ste F
Lakewood, CO 80228

PLAT/GRID NO.
WO/JO/CREG NO.

PUBLIC SERVICE COMPANY OF COLORADO EASEMENT

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), 1800 Larimer Street, Suite 1100, Street, Denver, Colorado, 80202, in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement to construct, operate, maintain, repair, and replace utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under, across, and along a course as said lines may be hereafter constructed in a parcel of land in the northeast one-quarter (NE1/4) of Section 32, Township 5 South, Range 66 West of the 6th Principal Meridian in the County of Arapahoe, State of Colorado, the easement being described as follows:

See "EXHIBIT A – BRONCOS PKWY PERMANENT EASEMENT – PARCEL A" attached hereto and made a part hereof.

The easement is 10.0 feet in width. The side boundary lines of the easement shall be lengthened and shortened as necessary to encompass a continuous strip of not less than the above width at all points on Grantor's property crossed by the above described easement and extending to the boundaries of adjacent properties

Together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control, and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the trimming or felling of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. The Grantor reserves the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's facilities therein or use thereof. Such reservations by Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home or trailer units thereon. In case of the permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement shall be restored substantially to its original level and condition.

Signed this _____ day of _____, 2016.

(Type or print name below each signature line with official title if corporation, partnership, etc.):

GRANTOR: Arapahoe County

By: _____

Its: _____

STATE OF COLORADO,)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016
by [Grantor name(s) from above]:

Witness my hand and official seal.

My commission Expires _____

Notary Public

SEAL

DIVISION SEMD

ROW AGENT Russ McClung

DOC. NO.

LOCATION Broncos Pkwy and Jamison
(approx.)

DESCRIPTION AUTHOR SEH, Inc.
AUTHOR ADDRESS 12640 w Cedar Dr, Ste F
Lakewood, CO 80228

PLAT/GRID NO.
WO/JO/CREG NO.

PUBLIC SERVICE COMPANY OF COLORADO EASEMENT

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), 1800 Larimer Street, Suite 1100, Street, Denver, Colorado, 80202, in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement to construct, operate, maintain, repair, and replace utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under, across, and along a course as said lines may be hereafter constructed in a parcel of land in the northwest one-quarter (NW1/4) of Section 32, Township 5 South, Range 66 West of the 6th Principal Meridian in the County of Arapahoe, State of Colorado, the easement being described as follows:

See "EXHIBIT A – BRONCOS PKWY PERMANENT EASEMENT – PARCEL B" attached hereto and made a part hereof.

The easement is 10.0 feet in width. The side boundary lines of the easement shall be lengthened and shortened as necessary to encompass a continuous strip of not less than the above width at all points on Grantor's property crossed by the above described easement and extending to the boundaries of adjacent properties

Together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control, and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the trimming or felling of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. The Grantor reserves the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's facilities therein or use thereof. Such reservations by Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home or trailer units thereon. In case of the permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement shall be restored substantially to its original level and condition.

Signed this _____ day of _____, 2016.

(Type or print name below each signature line with official title if corporation, partnership, etc.):

GRANTOR: Arapahoe County

By: _____

Its: _____

STATE OF COLORADO,)
)ss.
COUNTY OF _____)

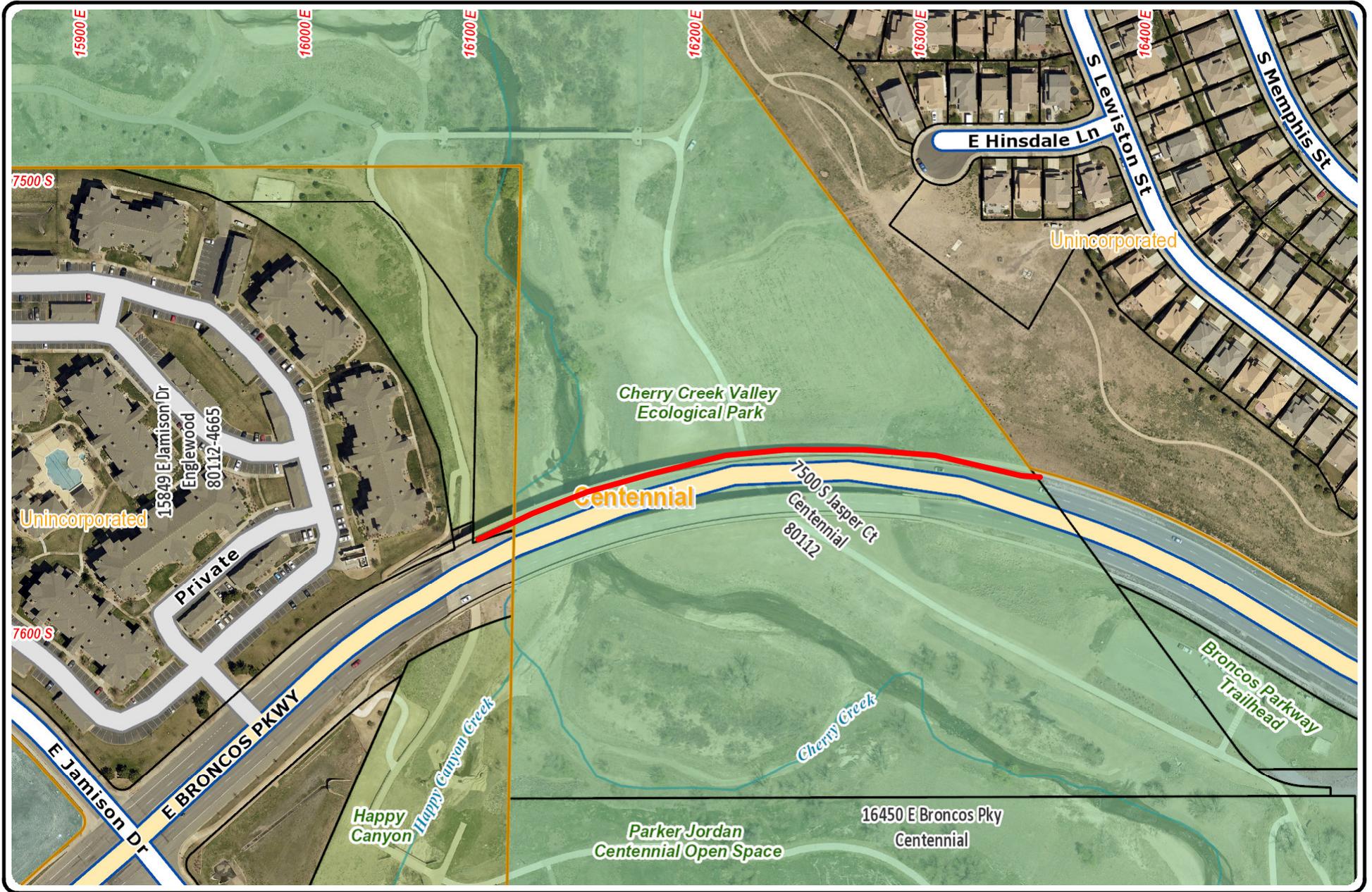
The foregoing instrument was acknowledged before me this _____ day of _____, 2016
by [Grantor name(s) from above]:

Witness my hand and official seal.

My commission Expires _____

Notary Public

SEAL



Public Service Utility Easement



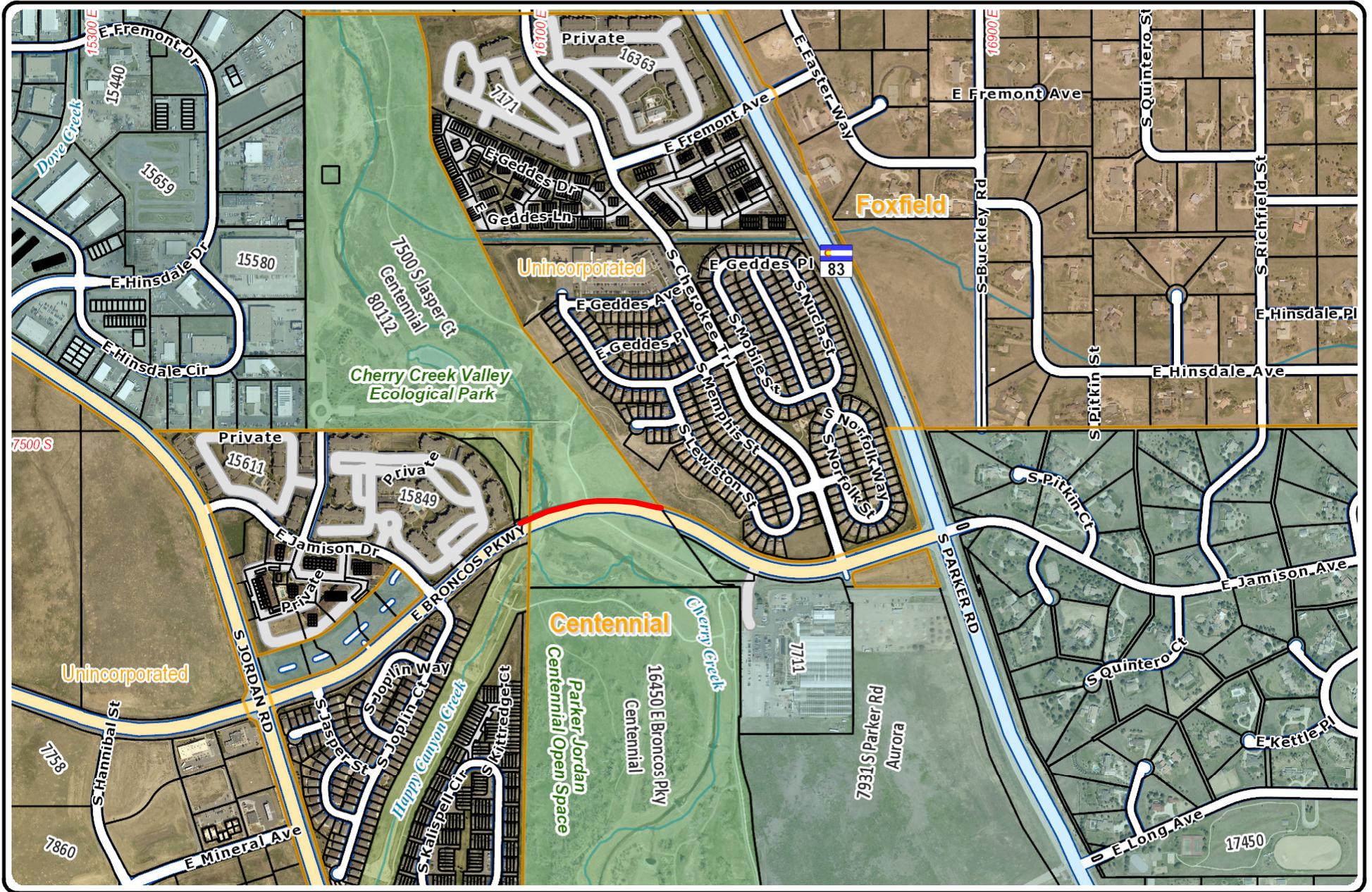
ARAPAHOE COUNTY MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THIS MAP OR THE DATA THAT IT DISPLAYS. ARAPAHOE COUNTY ASSUMES NO RESPONSIBILITY OR LIABILITY TO ANY USER. THIS MAP IS NOT A LEGAL DOCUMENT. IT IS INTENDED TO SERVE AS AN AID IN GRAPHIC REPRESENTATION ONLY.

Map Generated On: 5/3/2016

Generated by Arapahoe County's **ArapaMAP**



Map Location



Public Service Utility Easement



ARAPAHOE COUNTY MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THIS MAP OR THE DATA THAT IT DISPLAYS. ARAPAHOE COUNTY ASSUMES NO RESPONSIBILITY OR LIABILITY TO ANY USER. THIS MAP IS NOT A LEGAL DOCUMENT. IT IS INTENDED TO SERVE AS AN AID IN GRAPHIC REPRESENTATION ONLY.

Map Generated On: 5/3/2016

Generated by Arapahoe County's **ArapaMAP**



Map Location



**EXHIBIT A – BRONCOS PKWY
PERMANENT EASEMENT-PARCEL A**

A 10 foot wide strip of land lying in the northeast one-quarter (NE1/4) of Section 32, Township 5 South, Range 66 West, of the 6th Principal Meridian, County of Arapahoe, State of Colorado, being a portion of that Tract of land described in Book 5641, Page 421, Arapahoe County Records, lying 5 feet on each side of the following described line:

Beginning on the west line of said Tract, from which the north one-quarter corner of said Section 32 bears N01°06'52"E, 489.88 feet;

thence along a curve to the right, having a radius of 1215.00 feet, a central angle of 36°08'52", a length of 766.54 feet and a chord that bears N86°02'59"E, 753.89 feet, along a line that lies 5 feet north of and parallel with the north right-of-way line of Broncos Parkway, to the east line of said Tract, the Point of Terminus.

The sidelines of said 10 foot wide strip are to be lengthened or shortened to terminate on said west and east lines.

Parcel A contains 7,665 square feet (0.176 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

For the purpose of this description, bearings are based on said west line, which is assumed to bear N01°06'52"E.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 12640 West Cedar Drive, Suite F, Lakewood, CO 80228, on March 24, 2016, under Job No. 135940-6.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



Monte L. Sudbeck, PLS 38503

EXHIBIT A - BRONCOS PKWY PERMANENT EASEMENT - PARCEL A

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CH BEARING	CHORD
C1	1215.00'	36°08'52"	766.54'	N86°02'59"E	753.89'

TRACT G,
CREEKVIEW AT RIVER RUN II

PARCEL A
7,665 S.F. (0.176 AC.) M/L

NE1/4,
SEC. 32,
T5S, R66W

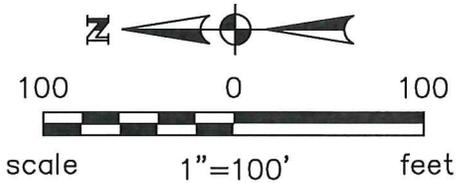
E BRONCOS PKWY
(E DRY CREEK RD)

ARAPAHOE COUNTY
BK. 5641, PG. 421

ARAPAHOE COUNTY
BK. 5641, PG. 421



12640 West Cedar Drive
Suite F
Lakewood, Colorado 80228
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com



N01°06'52"E (BASIS OF BEARINGS) W. LINE, NE1/4, SEC. 32
N1/4 SEC. 32 489.88'

ARAPAHOE COUNTY
REC. NO. B0071989

ARAPAHOE COUNTY
REC. NO. B3117379

REC. NO. A8206706

NORMAN SHELDON

LOT 1, BLOCK 1,
SOUTHVIEW SUB. FLG 4

P:\PT\PP\SCOC\135940 SE 2016\6.0 Broncos & Jamison\9-survey\92-CAD\10-C3d\Broncos Pkwy.dwg



**EXHIBIT A – BRONCOS PKWY
PERMANENT EASEMENT-PARCEL B**

A 10 foot wide strip of land lying in the northwest one-quarter (NW1/4) of Section 32, Township 5 South, Range 66 West, of the 6th Principal Meridian, County of Arapahoe, State of Colorado, being a portion of that Tract of land described in Reception Number B0071989, Arapahoe County Records, lying 5 feet on each side of the following described line:

Beginning on the east line of said Tract, from which the north one-quarter corner of said Section 32 bears N01°06'52"E, 489.88 feet;

thence S57°59'49"W, 71.64 feet, to the west line of said Tract, the Point of Terminus.

The sidelines of said 10 foot wide strip are to be lengthened or shortened to terminate on said east and west lines.

Parcel B contains 716 square feet (0.016 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

For the purpose of this description, bearings are based on said east line, which is assumed to bear N01°06'52"E.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 12640 West Cedar Drive, Suite F, Lakewood, CO 80228, on April 4, 2016, under Job No. 135940-6.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



Monte L. Sudbeck, PLS 38503

EXHIBIT A - BRONCOS PKWY
PERMANENT EASEMENT - PARCEL B

TRACT G,
CREEKVIEW AT RIVER RUN II

NE1/4,
SEC. 32,
T5S, R66W

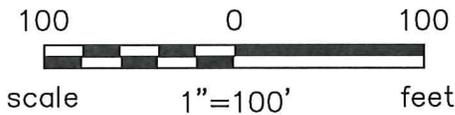
E BRONCOS PKWY
(E DRY CREEK RD)

ARAPAHOE COUNTY
BK. 5641, PG. 421

ARAPAHOE COUNTY
BK. 5641, PG. 421



12640 West Cedar Drive
Suite F
Lakewood, Colorado 80228
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com



N1/4 SEC. 32
489.88'
N01°06'52"E (BASIS OF BEARINGS) E. LINE, NW1/4, SEC. 32

ARAPAHOE COUNTY
REC. NO. B0071989

NW1/4,
SEC. 32,
T5S, R66W

PARCEL B
716 S.F. (0.016 AC.) M/L

NORMAN SHELDON

LOT 1, BLOCK 1,
SOUTHVIEW SUB. FLG 4

POINT OF BEGINNING

5'
10'
S57°59'49"W
71.64'

ARAPAHOE COUNTY
REC. NO. B3117379

REC. NO. A8206706

P:\PT\IPSCCC\135940 SE 2016\6.0 Broncos & Jamison\9-survey\92-CAD\10-C3dt\Broncos Pkwy.dwg



Board Summary Report

Date: July 6, 2016
To: Board of County Commissioners
Through: Ron Carl, County Attorney
From: John R. Christofferson, Deputy County Attorney
Subject: ACW&W PID Petition for Inclusion – IBC Concord IV, LLC

Purpose and Recommendation

With the Board of County Commissioners acting as the Board of Directors of the Arapahoe County Water and Wastewater Public Improvement District, consideration of a Petition for Inclusion to change the boundaries of the Arapahoe County Water and Wastewater Public Improvement District (“PID”) to include certain property in Douglas County. The property is described as: Lot 6, Douglas County Industrial Park F001, County of Douglas, State of Colorado.

Background and Discussion

Pursuant to Section 30-20-520, CRS, as amended, the Board of County Commissioners, acting as the *ex officio* PID Board of Directors, is requested by the property owner to consider a change to the boundaries of the PID in relation to a Petition for Inclusion. A copy of the Petition is attached. As you will note, the property is located in Douglas County. Even though the inclusion statute does not have a referral requirement, another statute (Section 30-20-504(1), CRS) indicates that a PID may be established in another county provided the other county “consents by resolution to the establishment of such district.” Consequently, this process was coordinated with the Board of County Commissioners of Douglas County. Douglas County adopted a resolution recommending approval of the Petition on June 28, 2016. Attached is a copy of the resolution. As required by PID Board resolution, the Petition was reviewed by ACWWA on June 8, 2016, and the ACWWA Board recommended approval of the Petition. Attached is a copy of the letter.

The property seeking inclusion is located within the boundaries of ACWWA. The inclusion statute requires the Board to schedule and hold a hearing on this Petition after published notice. At the hearing, the Board will hear the evidence on the Petition and on

all objections to the Petition. If there are no objections to the Petition and if interested persons fail to show cause why the Petition should not be granted, then the PID Board shall adopt a resolution granting the request.

Alternatives and Fiscal Impact

Approval of the Petition will expand the boundaries of the PID and should increase the overall assessed value of the PID. Additional included properties will be subject to tax levy of the PID.

Reviewed by

County Attorney's Office
Finance Department

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY
OF DOUGLAS CONSENTING TO THE PETITION FOR INCLUSION OF THE REAL
PROPERTY OWNED BY IBC CONCORD IV, LLC, INTO THE ARAPAHOE COUNTY
WATER AND WASTEWATER PUBLIC IMPROVEMENT DISTRICT.**

WHEREAS, pursuant to the provisions of Part 5 of Article 20 of Title 30, CRS, the Board of County Commissioners of Arapahoe County, Colorado, by the adoption of Resolution No. 010904 on December 4, 2001, did form the Arapahoe County Water and Wastewater Public Improvement District (hereinafter the "ACW&W PID"); and

WHEREAS, a petition was received by the Board of County Commissioners of Arapahoe County, Colorado, acting as the *ex officio* Board of Directors of the ACW&W PID, pursuant to Section 30-20-520, C.R.S., for the inclusion of certain property in northern Douglas County, under the ownership of IBC Concord IV, LLC, a Colorado limited liability company, located within the boundaries of the ACW&W PID; and

WHEREAS, a copy of the petition for inclusion was forwarded to the Board of County Commissioners of Douglas County, Colorado, for consideration and comment, and a request that the Board of County Commissioners of Douglas County consent to the request of inclusion; and

WHEREAS, pursuant to statute, the Board of County Commissioners of Arapahoe County, Colorado, has caused a notice of public hearing scheduled for July 12, 2016, concerning this petition for inclusion to be published in the Villager newspaper (a legal publication in Arapahoe County) and in the Douglas County News Press (a legal publication in Douglas County), as required by law; and

WHEREAS, prior to the public hearing scheduled for July 12, 2016, concerning the Petition for Inclusion into ACW&W PID, the Board of County Commissioners of Arapahoe County, Colorado, acting as the *ex officio* Board of Directors of ACW&W PID, requires the consent of the Board of County Commissioners of Douglas County, pursuant to section 30-20-504(1), C.R.S., concerning this Petition for Inclusion;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Douglas County, Colorado, pursuant to the provisions of Sections 30-20-504 and 30-20-520, C.R.S., that the Board consents to the request as stated in the Petition for Inclusion and consents to the change of the boundaries of the Arapahoe County Water and Wastewater Public Improvement District by including the parcel of land located in Douglas County, Colorado, and more particularly described as:

Lot 6, Douglas County Industrial Park Filing No. 1, County of Douglas, State of Colorado.

BE IT FURTHER RESOLVED that, if the Board of County Commissioners of Arapahoe County, Colorado, acting as the *ex officio* Board of Directors of the ACW&W PID, approves the subject petition for inclusion, then certified copies of the resolution of inclusion shall be forwarded (a) to the Board of County Commissioners of Douglas County, Colorado, for its file, (b) to the Douglas County Clerk and Recorder for recording and (c) to the Douglas County Assessor in order that the above-described parcel can be identified for valuation and assessment purposes.

PASSED AND ADOPTED this 28th day of June, 2016, in Castle Rock, Douglas County, Colorado.

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

BY:



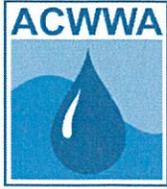
DAVID A. WEAVER, Chair

ATTEST:



MEGHAN MCCANN, Deputy Clerk





Arapahoe County Water and Wastewater Authority
13031 E Caley Avenue, Centennial, CO 80111-9364
Phone (303) 790-4830, Fax (303)790-9364

June 8, 2016

Mr. John R. Christofferson, Esq.
Deputy Attorney
Arapahoe County
5334 S. Prince Street
Littleton, CO 80166-0060

RE: ACWWPID Inclusion – IBC Concord IV, LLC (Concord Business Center Phase 4)

Dear Mr. Christofferson:

At its June 8, 2016, meeting, the Arapahoe County Water and Wastewater Authority (ACWWA) Board of Directors unanimously approved a recommendation that IBC DENVER V LLC (Concord Business Center Phase 4), (Lot 6 Douglas County Industrial Park #1 13.850 AM/L, County of Douglas, State of Colorado) be included in the Arapahoe County Water and Wastewater Public Improvement District (ACWWPID).

Sincerely,

A handwritten signature in blue ink that reads 'Arnie Reil'. The signature is fluid and cursive.

Arnie Reil
Development Services Manager

Encl

cc: Rick Kron, Esq., Spencer, Fane & Grimshaw (via e-mail)
Brian Heinze, IBC Holdings, LLC (via e-mail)

RESOLUTION NO. 160____ It was moved by Commissioner-Director ____ and duly seconded by Commissioner-Director ____ to adopt the following Resolution:

WHEREAS, pursuant to the provisions of Part 5 of Article 20 of Title 30, C.R.S., the Board of County Commissioners of Arapahoe County, Colorado, by the adoption of Resolution No. 010904 on December 4, 2001, did form the Arapahoe County Water and Wastewater Public Improvement District (hereinafter the “ACW&W PID”); and

WHEREAS, a petition was received by the Board of County Commissioners of Arapahoe County, Colorado, acting as the *ex officio* Board of Directors of the ACW&W PID, pursuant to Section 30-20-520, C.R.S., for inclusion of certain property in northern Douglas County, under the ownership of IBC Concord IV, LLC, within the boundaries of the ACW&WA; and

WHEREAS, pursuant to statute, notice of a public hearing scheduled for July 12, 2016, concerning this petition for inclusion was published three times in The Villager newspaper (a legal newspaper in Arapahoe County) and three times in the Douglas County News-Press (a legal newspaper in Douglas County), as required by law; and

WHEREAS, on June 28, 2016, by the adoption of Resolution No. R-016-____, the Board of County Commissioners of Douglas County, Colorado, pursuant to Sections 30-20-504 and 30-20-520, C.R.S., did consent to the change in boundaries of the ACW&W PID and the inclusion of the real property noted below into the ACW&W PID; and

WHEREAS, the file contains a letter from the Arapahoe County Water and Wastewater Authority dated June 8, 2016, which states that the Board of Directors of the Arapahoe County Water and Wastewater Authority unanimously approved a favorable recommendation concerning the Petition for Inclusion submitted to the ACW&W PID by IBC Concord IV, LLC; and

WHEREAS, at the public hearing on July 12, 2016, there was ____ testimony in opposition to the Petition.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County, Colorado, acting as the *ex officio* Board of Directors of the Arapahoe County Water and Wastewater Public Improvement District, to grant the request as stated in the Petition for Inclusion and to change the boundaries of the ACW&W PID by including the following parcel, to wit:

Lot 6, Douglas County Industrial Park F001,
County of Douglas, State of Colorado

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Douglas County Clerk and Recorder for recording, that a certified copy of this resolution be forwarded to the Board of County Commissioners of Douglas County, Colorado, for its files and that a certified copy of this resolution be forwarded to the Douglas County Assessor in order that the above-described parcel can be identified for valuation and assessment purposes.

The vote was:

Commissioner-Director Bockenfeld, ___; Commissioner-Director Doty ___, Yes;
Commissioner-Director Holen, ___; Commissioner-Director Jackson, ___; Commissioner-Director Sharpe, ___.

The Chair-Presiding Officer declared the motion carried and so ordered.



Board Summary Report

Date: June 30, 2016
To: Board of County Commissioners
Through: Jan Yeckes, Planning Division Manager
From: Bill Skinner, Senior Planner
Subject: Case # P16-006, Vallagio Medical Offices Final Development Plan

Purpose

The applicant, Horvat Architects, on behalf of the property owner, Vallagio Medical Holdings, LLC, has submitted final development plan (FDP) application P16-006. This application proposes a building with 9,070 square feet of medical office space. Additionally, an underground garage will be provided to meet a portion of the parking needs for the medical office building. This FDP will supersede an existing approved Final Development Plan known as Case No. A09-003 which authorized 5,000 sf of in-line restaurant/retail use in the same location.

The attached staff report prepared for the Planning Commission public hearing conducted June 7, 2016, provides details of the proposed development and staff's analysis of the application. This Board Summary Report highlights key discussion points.

Staff Recommendation

The staff recommended conditional approval of this application based on the following findings included in the Planning Commission staff report and restated here:

1. The proposed FDP appears to be in conformance with the goals and intent of Arapahoe County Comprehensive Plan.
2. The FDP is consistent with development standards enumerated in the Arapahoe County Land Development Code and the approved PDP.
3. The proposed FDP meets the FDP plan exhibit requirements listed in Section 13-108 of the Land Development Code.

Planning Commission Recommendation

The Planning Commission voted six to one for a recommendation of approval with staff findings. Although two Planning Commissioners expressed concerns over the parking, only one Planning Commissioner opposed the motion for approval. Recommended conditions of approval are included in the attached draft motions.

Architecture

The proposed building displays a style and color palette that is similar to existing buildings in the Vallagio Retail Center. No comments have been received on this matter.

Neighborhood Concerns

Staff received some communications expressing concerns about inadequate parking at the Vallagio Mixed Use development subsequent to the Planning Commission hearing. These concerns are being expressed by business owners who have leased some of the retail/office spaces on the first floor of the Vallagio Mixed Use building located south of Lot 3. A public hearing was requested for this item to provide an opportunity to discuss those concerns as the Board of County Commissioners considers this application.

Parking

Per the Z04-001 Vallagio Preliminary Development Plan (PDP) Lot 3, the site of the proposed Medical Office building is required to provide one parking space for every 250 sf of office space. The proposed 9,070 sf office building is required to provide 37 spaces. This application proposes 72 surface spaces plus 22 additional parking spaces for staff in an underground garage, for a total of 94 proposed spaces. This application proposes 57 more spaces than the minimum required for the building to be constructed on this lot. These 57 additional spaces on Lot 3 contribute to the shared parking within the Vallagio Retail Center.

Lot 3 already has an approved FDP that included 5,000 square feet of in-line retail/restaurant, which would provide 76 surface spaces if built as approved. This is four more *surface* spaces than the medical building, but 18 fewer spaces overall. The reduction in surface spaces is more than offset by the garage spaces proposed for the office staff. While the 22 garage spaces are to be reserved for medical office staff during business hours, those are 22 vehicles that would otherwise be competing for surface parking if the garage were not being proposed.

Staff considered the approved restaurant/retail FDP when reviewing the medical office proposal. If the primary concern about parking availability in this development is competition for spaces to meet peak demands created by the existing restaurants, the currently approved plan for retail/restaurant use could impact available parking within the Vallagio center to a greater degree than the medical office proposal. The approved plan allows up to 5,000 square feet of retail and restaurants. The possible addition of more restaurants to the Vallagio development could create focused parking demand that coincides with the peak demand created by the existing restaurants. It is the staff's opinion that the steady, relatively low demand created by a medical office, which presumably would be evenly spread across the business day, would be much less disruptive than additional restaurants that might compete for parking spaces during the same peak hours. Parking demand for the offices would be very low during peak evening hours for the restaurants.

Some concerns about the availability of parking appear to be centered on parking during construction. Another concern is that parking spaces are being reserved for the exclusive use of some, but not all, of the tenants of the Vallagio development. The applicant has addressed staff inquiries about parking during construction; administration of the private parking agreement in place at Vallagio is, however, an internal matter. County responsibility on this matter is limited to ensuring that commitments made to the County as part of previous plan approvals are being met. The proposed FDP provides nearly three times the on-site parking required by Arapahoe County Code and the Preliminary Development Plan approved for this lot. This is appropriate, as Lot 3 is expected to contribute parking for use by the other lots in the Vallagio development.

Links to Align Arapahoe

If approved this request, may improve the County's economic environment by enabling the construction and implementation of new business in the County.

Alternatives

The Board of County Commissioners has three alternatives:

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

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, Senior Planner

Jason Reynolds, Current Planning Program Manager

Jan Yeckes, Planning Division Manager

Dave Schmit, Director of Public Works and Development

Todd Weaver, Budget Manager, Finance Department

Bob Hill, Senior Assistant County Attorney

DRAFT MOTIONS P16-006 Vallagio Medical Building FDP

Recommend Conditional Approval:

(This motion is consistent with the staff recommendation): In the case of P16-006, Inverness No. 57, Lot 3, Vallagio Medical Offices FDP, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings 1 through 3, including all plans and attachments as set forth in the staff report dated May 25, 2016 and approve this application subject to the following condition of approval:

- 1) Prior to signature of the final copy of these plans, all minor modifications shall be made as required by the Arapahoe County Public Works & Development Department.

Recommend Denial:

(This motion is not consistent with the staff recommendation): In the case of P16-006, Inverness No. 57, Lot 3, Vallagio Medical Offices FDP, we have read the staff report dated May 25, 2016 and received testimony at the public hearing. Based on the information presented and considered during the public hearing, the Board of County Commissioners denies the application based on the following findings:

- a. *State new findings as part of the motion.*
- b. ...

Continue to Date Certain:

In the case of P16-006, Inverness No. 57, Lot 3, Vallagio Medical Offices FDP, I move to continue the hearing to [date], 6:30 p.m., to obtain additional information and to further consider the information presented.

FINAL DEVELOPMENT PLAN - APPROVAL

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

WHEREAS, application has been made by Horvat Architects, on behalf of the property owner, Vallagio Medical Holdings, LLC for a Final Development Plan designated as Case No. P16-006, Inverness No. 57, Lot 3, Final Development Plan; and

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

WHEREAS, subsequently public notice was properly given of the proposed Final Development Plan by publication on June 23, 2016 in the Villager, a newspaper of general circulation within the County of Arapahoe, by posting of said property and by mail notification of adjacent property owners in accordance with the Arapahoe County Zoning Regulations; and

WHEREAS, pursuant to the aforementioned notice provisions, a public hearing was held before the Board of County Commissioners at the Arapahoe County Administration Building, 5334 South Prince Street, Littleton, Colorado, on the 12th day of July, 2016, at 9:30 o'clock AM at which time evidence and testimony were presented to the Board concerning the Final Development Plan; and

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

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

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

WHEREAS, the public hearing was closed on July 12, 2016, and the matter taken under advisement and deferred for decision until this same date; and

WHEREAS, this Board has considered the recommendation of the Arapahoe County Planning Commission, the testimony and evidence presented at the public hearing and has concluded that the public health, safety, convenience and general welfare, as well as good zoning practice, justifies the approval of Case No. P16-006, Inverness No. 57, Lot 3, Final Development

Plan; subject to the conditions precedent and/or stipulations as hereinafter delineated.

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

1. That the Final Development Plan Case No. P16-006, Inverness No. 57, Lot 3, Final Development Plan; be approved on the grounds that the Final Development Plan is compatible with development standards for the area and complies with the requirements of the approved Preliminary Development Plan; and that said development is the result of a desirable plan for land use presented by the applicant in the form of the above mentioned Final Development Plan.
2. Approval of this Final Development Plan is based upon the following understandings, agreements and/or representations:
 - a. The applicant's assent and/or agreement to make all modifications to the final version of the documents that are necessary to conform the documents to the form and content requirements of the County in existence at the time the documents are submitted for signature.
 - b. The representations, statements and positions contained in the record that were made by or attributed to the applicant and its representatives, including all such statements contained in materials submitted to the Board by the applicant and County staff.
3. Approval of this Final Development Plan shall be and is subject to the following stipulations and/or conditions precedent, which the applicant has accepted and which the applicant is also deemed to accept by continuing with the development of the property:
 - a. The applicant's compliance with the stipulations of the Arapahoe County Planning Commission as set forth in its resolution.
 - b. The applicant's compliance with all conditions of approval recommended by the staff case managers in the written staff reports presented to the Board, and any conditions stated by staff on the record.
 - 1) Prior to signature of the final mylar copy of these plans, all minor modifications shall be made as required by the Arapahoe County Public Works & Development Department.
 - c. The applicant's compliance with all additional conditions of approval stated by the Board.
 - d. The applicant's performance of all commitments and promises made by the applicant or its representatives and stated to the Board on the record, or contained within the materials submitted to the Board.

4. Except to the extent expressly disclosed in the underlying staff reports and set forth in a finding of fact in this Resolution, this approval action does not accept or approve any plan language that varies, in any respect, from the standard notes and language required by the Arapahoe County Land Development Code and applicable department policies. Any nonstandard language appearing on the Final Development Plan shall be of no effect unless so disclosed and unless expressly approved in a Finding of Fact. This Board reserves the power to take further action without further notice, by Resolution, to either remove or ratify any such language at any time.
5. County planning, engineering and legal staff are authorized to make any changes to the mylar form of the approved document as may be needed to conform the documents to the form and content requirements of the County in existence at the time the documents are submitted for signature, and to make such other changes that are expressly stated by staff before the Board, or are recommended by staff in the written staff reports, or are referred to by the movant Commissioner. No other deviation or variance from the form and content of the documents submitted for the Board's consideration are approved except to the extent stated in this resolution.
6. The County Attorney, with the concurrence of the planning and/or engineering case managers, is authorized to make appropriate modifications to the resolution and plan documents as needed to accurately reflect the matters presented to the Board and to record and clarify, as necessary, other aspects and ramifications of the Board's action.
7. The foregoing approval is conditioned upon, and subject to, submission by the applicant of a mylar form of the Final Development Plan, containing the above changes, within sixty (60) days of the date of this decision. In the event the applicant fails to submit a conforming mylar by the above deadline, this decision shall be voidable by resolution of the Board of County Commissioners and of no effect whatsoever.
8. Upon the applicant's completion of any and all changes to the Final Development Plan mylar as required by this Resolution, the Chair of the Board of County Commissioners is hereby authorized to sign same. In the event of a discrepancy between the terms of this Resolution and the content of the executed mylar, the terms of this Resolution will control.

The vote was:

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

The Chair declared the motion carried and so ordered.

ARAPAHOE COUNTY PLANNING COMMISSION
PUBLIC HEARING
JUNE 7, 2016
6:30 P.M.

Case No. P16-006, Inverness No. 57, Lot 3, Final Development Plan
commonly known as Vallagio Medical Offices

BILL SKINNER, SENIOR PLANNER

MAY 25, 2016

LOCATION: This proposal is for Lot 3 of Inverness Subdivision Filing No 57 which is located southeast of the intersection of Inverness Drive West and Inverness Main Street in Commissioner District No. 2.



Vicinity Map

ADJACENT SUBDIVISIONS, ZONING, AND LAND USES:

North of the site are three story multifamily buildings lots known Ballantyne Apartments located at 10001 E Dry Creek Road. The zoning is Residential PUD – Moderate Density.

South of the site is a four story building containing three stories of multifamily housing over a ground floor of retail and neighborhood service businesses which are part of the Vallagio Retail Center. The zoning is Mixed Use PUD.

West of the Site is the Eddie Merlot’s Restaurant which is part of the Vallagio Retail Center. The zoning is Mixed Use PUD

East of the Site is the CoreFirst Bank and Trust which is part of the Vallagio Retail Center. The zoning is Mixed Use PUD

PROPOSAL:

The applicant, Horvat Architects, on behalf of the property owner, Vallagio Medical Holdings, LLC, has submitted final development plan application P16-006. This application proposes a building with a 9070 sf. footprint which is intended to house medical offices. This FDP will supersede an existing approved FDP known as Case No. A09-003 which proposed inline office/retail of a similar size in the same location.

Architecture

The proposed building displays a style and color palette that is similar to existing buildings in the Vallagio Retail Center. No comments have been received from the Vallagio HOA on this matter.

Parking

The proposed building includes 9070 sf. of usable space on two floors. The Arapahoe County parking requirement for a medical office building is four spaces per 1000 sf. of office space. This application proposes 74 surface spaces plus 22 additional parking spaces for staff in an underground garage, for a total of 96 proposed spaces. Per County regulations this building only requires 37 spaces, with the additional parking on Lot 3 being applied to the overall shared parking agreement in place for the Vallagio Retail Center.

Neighborhood Concerns

No individuals or organizations have expressed any objections to this proposal.

BACKGROUND:

The existing zoning is Mixed Use - Planned Unit Development (MU-PUD) based on a rezoning by the Preliminary Development Plan Inverness North Second Amended Preliminary Development Plan, Case No. Z04-001 which was approved by the Board of County Commissioners on November 23, 2004. The Z04-001 PDP allows for the general office (such as medical offices) use proposed in this

FDP.

DISCUSSION AND FINDINGS:

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

1. The Comprehensive Plan

The Arapahoe County Comprehensive Plan categorizes this site as “Employment Center.” The Comprehensive Plan recommends primary uses be “Workplace uses such as research and development offices, major service and office center complexes, etc. The proposed medical office use FDP conforms to the intent and goals of the Employment Center section of the County’s Comprehensive Plan as stated above.

The proposed FDP is also aligned with the following County Comprehensive Plan Policies and Goals:

Policy GM 1.2 – Encourage Urban Development to locate in Designated Growth areas (such as the Urban Growth Area).

Policy GM 4.1 - Encourage a Compact Urban Development Pattern in the Urban Service Area.

Policy GM 4 .3 – Promote Infill development and Redevelopment in the Urban Service Area.

Policy PFS 4.4 - Manage Stormwater to Conserve Water Quality in the Urban Service Area.

Policy NH 1.1 - Promote New Mixed Use Neighborhoods in Growth Areas

Policy EC 1.1 – Support Employment and Commercial Development in Growth Areas.

Policy EC 2.1 – Promote a High Quality Urban Environment in All New and Redevelopment Employment Centers and Commercial and Industrial Development.

2. Ordinance Review and Additional Background Information

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

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

The Arapahoe County Development Services Engineering Division, Southeast Metro Storm Water Association, and the Inverness Water and Sanitation District have evaluated the proposal in light of the existing and proposed infrastructure, and have determined that the existing infrastructure is adequate to support the proposed uses.

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

This individual lot is part of the Vallagio Community, and as such is integrated within the community in close proximity to homes and other services. The lot is also within 1,500 feet of an RTD light rail station which can be reached without any vehicle/pedestrian interaction by using the pedestrian overpasses west of the Vallagio Community. There are no manifestations of the pre-settlement natural environment on or adjacent to the site which is typical of the urban area, but an above average representation of urban landscaping is provided in the Vallagio Community. This is the result of the Vallagio's commitment to install landscapes that exceed County requirements.

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

As submitted the proposal can be adequately served by existing public services as evidenced by the absence of any objection from the service provider agencies that were part of the outside referral process.

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

The proposed medical offices are situated in close proximity to surrounding multifamily residential development. It is not anticipated that the offices will develop a significant demand for recreation services or amenities.

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

No internal or external agencies have raised concerns that the proposal does not adequately protect against natural and man-made hazards.

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

County Public Works Staff, in unison with interested referral agencies have evaluated the accessibility of the proposal and have determined that it provides adequate on-site circulation. The single lot nature of this FDP does not indicate a need for an internal transportation system as such, but when viewed in the greater context of the area the onsite circulation is linked to streets and sidewalks in the Vallagio planned community.

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

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

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

The proposal does not impact mountain views more or less than what is typical of development in the Denver Metro Area. Landscaped areas and recreational amenities are provided in the greater Vallagio Planned community, of which this site is a part.

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

The proposed FDP provides 6.5% open space, but per notes on the previous FDP for this site (Case # A09-003) is part of a combined multi lot plan that provides 33% open space in the Vallagio Retail Center with no lot providing less than 6% This FDP proposal is consistent with the open space requirements specified in the previous FDP, which was considered as part of an overall open space plan for the Vallagio Community, which when taken as a unified whole, meets County open space requirements.

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

3. Referral Comments from outside agencies

Comments received during the referral process are as follows:

Arapahoe County Engineering	No additional comment
Arapahoe County Attorney	No response
Arapahoe County Zoning	Comments have been addressed
Arapahoe County Planning	Comments have been addressed
Arapahoe County Building Dept.	Comments have been addressed
Arapahoe County Mapping	Comments have been addressed
Architectural Review - IPACC	Applicant is working out final details with IPACC
Army Corps of Engineers	No comments
Assessor - Arapahoe County	No comment
Colorado Division of Wildlife	No comment
Centennial Airport	No response
City of Centennial	No response
CDOT	No response
Fire District - South Metro	No response
Inverness Metro District	No comment
Phone – Century Link	No comments
Post Office - USPS	No response
Arapahoe Recreation Dist	No response
RTD	No comment
SEMSWA	Comments have been addressed
Arapahoe County Sheriff	No response
West Arapahoe Conservation Dist	No comments
Xcel	No response
Urban Drainage	No response
Inverness Water and Sanitation Dist	A will serve letter has been provided
Cherry Creek Basin Water Quality Authority	No response
State Water Engineer	No comments issued
Vallagio HOA	No response
Tri County Health Department	No comments

III. ADDITIONAL STAFF FINDINGS:

Staff has visited the site, reviewed the plans and supporting documentation, referral comments, as well as citizen input in response to this application. Based upon review of applicable policies and goals in the Comprehensive Plan, review of

the development regulations, and analysis of referral comments, our findings include:

1. The proposed FDP appears to be in conformance with the goals and intent of Arapahoe County Comprehensive Plan.
2. The FDP is consistent with development standards enumerated in the Arapahoe County Land Development Code and the approved PDP.
3. The proposed FDP meets the FDP plan exhibit requirements listed in Section 13-108 of the Land Development Code.

RECOMMENDATION:

Considering the findings and other information provided herein, staff recommends APPROVAL of case number P16-006, Inverness No. 57, Lot 3, Vallagio Medical Offices Final Development Plan subject to the following condition of approval.

- 1) Prior to signature of the final mylar copy of these plans, all minor modifications shall be made as required by the Arapahoe County Public Works & Development Department.

(draft motions are provided as a separate document)

Attachments

Application
Engineering Staff Report
Referral Comments
Exhibits



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

Land Development Application

Form must be complete

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

APPLICANT/REPRESENTATIVE: Dan Horvat Horvat Architects	ADDRESS: 4042 S. Quebec Street, Denver, CO 80237 PHONE: 303.523.3030 FAX: N/A EMAIL: dan@horvatarch.com	SIGNATURE: NAME: Daniel J Horvat TITLE: Manger
OWNER(S) OF RECORD: Vallagio Medical Holdings	ADDRESS: 10146 San Juan Way, Suite 210, Littleton, CO 80401 PHONE: 303.913.9222 FAX: N/A EMAIL: Jmiessig@msn.com	SIGNATURE: NAME: Jim Lessig TITLE: Manager
ENGINEERING FIRM: Jansen Strawn Engineers	ADDRESS: 45 West 2nd Avenue, Denver, CO 80223 PHONE: 303.953.1857 FAX: N/A EMAIL: munger@jansenstrawn.com	CONTACT PERSON: Monica Unger

Pre-Submittal Case Number:	Pre-Submittal Planner:	Pre-Submittal Engineer:
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Parcel ID no. (AIN no.)	2075-34-1-40-002
Parcel Address or Cross Streets:	10120 E. Dry Creek Road, Englewood, CO
Subdivision Name & Filing No.:	Lot 3 Inverness Subdivision 57th Filing
Related Case Numbers: (Preliminary/Final Development Plan, Rezoning, and / or Plat)	P08-014, A09-003

	EXISTING	PROPOSED
Zoning:	MU-PUD	MU-PUD
Case/Project/Subdivision Name:	Inverness Subdivision	Inverness Subdivision
Site Area (Acres):	44,658 sf (1.03 Acres)	44,658 sf (1.03 Acres)
Floor Area Ratio (FAR):	.2	.2
Density (Dwelling Units/Acre):	N/A	N/A
Building Square Footage:	9,000 sf	9,000 sf
Disturbed Area (Acres):		20,000 sf (.459 acres)

CASE TYPE (Administrative Case types are shaded in Gray)

<input type="checkbox"/> Preliminary Development Plan or Major Amendment <input type="checkbox"/>	<input type="checkbox"/> Location & Extent or Major Amendment <input type="checkbox"/>	<input type="checkbox"/> Administrative Site Plan	<input type="checkbox"/> Preliminary Plat
<input type="checkbox"/> Master Development Plan or Major Amendment <input type="checkbox"/>	<input type="checkbox"/> Rezoning - Conventional	<input type="checkbox"/> Administrative Amendment to _____ (PDP, FDP, etc.)	<input type="checkbox"/> Final Plat
<input checked="" type="checkbox"/> Final Development Plan or Major Amendment <input type="checkbox"/>	<input type="checkbox"/> Land Development Code Amendment	<input type="checkbox"/> Technical Amendment to _____ (PDP, FDP, etc.)	<input type="checkbox"/> Minor Subdivision
<input type="checkbox"/> Planned Sign Program or Major Amendment <input type="checkbox"/>	<input type="checkbox"/> Use by Special Review or Major Amendment <input type="checkbox"/>	<input type="checkbox"/> Commercial Mobile Radio Service (CMRS/cellular antennas)	<input type="checkbox"/> Subdivision Exemption
<input type="checkbox"/> Vacation of Right of Way/Easement/Plat	<input type="checkbox"/> Use by Special Review - Oil and Gas	<input type="checkbox"/> Plat Correction	<input type="checkbox"/> Replat (Major)
<input type="checkbox"/> 1041 - Areas & Activities of State Interest - Use by Special Review <input type="checkbox"/>	<input type="checkbox"/> Special District Title 30 <input type="checkbox"/> Title 32 <input type="checkbox"/>	<input type="checkbox"/> Administrative Oil & Gas Use by Special Review (AOGUSR)	<input type="checkbox"/> Administrative Replat
<input type="checkbox"/> Comprehensive Plan	<input type="checkbox"/> Rural Cluster	<input type="checkbox"/> Street Name Change	<input type="checkbox"/> _____

THIS SECTION FOR OFFICE USE ONLY

Case No:		Planning Manager:		Engineering Manager:	
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Planning Fee:	Y	N	\$	Engineering Fee:	Y	N	\$	TCHD Fee? <input type="checkbox"/>	\$
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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.

HORVATARCHITECTS



January 29, 2016

Bill Skinner
Arapahoe County Public Works and Development
Planning Division
6924 South Lima Street
Centennial, Colorado 80112

RE: Vallagio Professional Building

Dear Public Works & Development:

Our company, Horvat Architects, on behalf of the property owner, Vallagio Medical Holdings, LLC, is proposing a project within unincorporated Arapahoe County. The project is located at 10120 E Dry Creek Road, just east of the intersection of I-25 and Dry Creek Road. The project is within the Inverness Subdivision with the legal description of Lot 3 Inverness Sub 57th Filing, and has parcel ID 2075-34-1-40-002. The project includes **1.04 acres** (44,658 sf) and is currently zoned MU-PUD

The proposed project would be the last lot to be developed within the overall project site. The project would be constructed on the northeast corner of Lot 3 providing excellent visibility along Dry Creek Road.

The building would contain 9,000 square feet of dental and medical offices. The new structure would have 22 underground parking spaces tucked-in under the building and blended easily with the existing topography of the site that slopes from west to east. The existing parking lot and landscaped areas of Lot 3 would remain intact with the exception of the footprint of the building.

The design and architecture of the proposed project would blend with the massing, colors and materials of the existing adjacent housing complex to the south and the existing adjacent bank.

Please let me know if you have any questions or need any additional information,

Sincerely,

Daniel J. Horvat
Horvat Architects

CC Jim Lessig, Tom Michalik



Board of County Commissioner's Summary Report

DAVID M. SCHMIT, P.E.
Director

Date: May 23, 2016

To: Arapahoe County Board of County Commissioners

Through: Bill Skinner, Planning Division
Planning Division

Through: Chuck Haskins, PE
Engineering Services Division, Manager

From: Sue Liu, PE
Engineering Services Division

Case name: P16-006 Inverness Subdivision Filing No. 57, Lot 3 Vallagio Retail FDP

Purpose and Recommendation

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

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

1. The site is tributary to Cherry Creek Basin with regional facility, Inverness Regional Pond in place fulfilling detention and water quality capture volume requirements. The majority infrastructure improvements associated with the project were completed with the overall site known as Inverness Subdivision Filing 57 Vallagio (P08-013).
2. This parcel lies within the Inverness Water and Sanitation District.
3. This site lies within the Southeast Metro Stormwater Authority (SEMSWA) service area.

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

1. The applicant provides modifications to the plan and support documentation as identified by Staff.
2. The applicant provides modification to the plan and support documentation as identified by SEMSWA Staff.

Cc: Charles V. Haskins, Manager, Engineering Services Division
P16-006



May 24, 2016

Arapahoe County
Public Works and Development
Building Department

Re: Commitment to Serve Lot 3, Inverness Subdivision Filing 57

The Inverness Water and Sanitation District ("Inverness") provides water supply and wastewater collection and treatment for the areas within its boundaries. Inverness stands ready to serve the above referenced parcel. The District has the water supply and wastewater treatment capacity to serve this development. Service will be provided according to the District's Rules and Regulations. Service is subject to the payment of tap fees as detailed in Appendix A of the District's Rules and Regulations, which fees may change from time to time; compliance with District Regulations, and participation in off-site infrastructure upgrades for capacity, if any.

If you require further information, please do not hesitate to contact me.

Sincerely,
INVERNESS WATER AND
SANITATION DISTRICT

Patrick F. Mulhern, P.E.,
District Manager



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: 303.571.3306
Facsimile: 303.571.3524
donna.l.george@xcelenergy.com

May 27, 2016

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

Attn: Bill Skinner

Re: Vallagio Medical Offices, Case # P16-006

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the final development plan for **Vallagio Medical Offices**. Please be aware PSCo owns and operates existing natural gas and electric distribution facilities along East Dry Creek Road and requests they be shown on the plans.

The property owner/developer/contractor must contact the **Builder's Call Line at 1-800-628-2121 or <https://xcelenergy.force.com/FastApp> (Register so you can track your application)** and complete the application process for any new gas or electric service, or modification to existing facilities including relocation and/or removal. 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.

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.

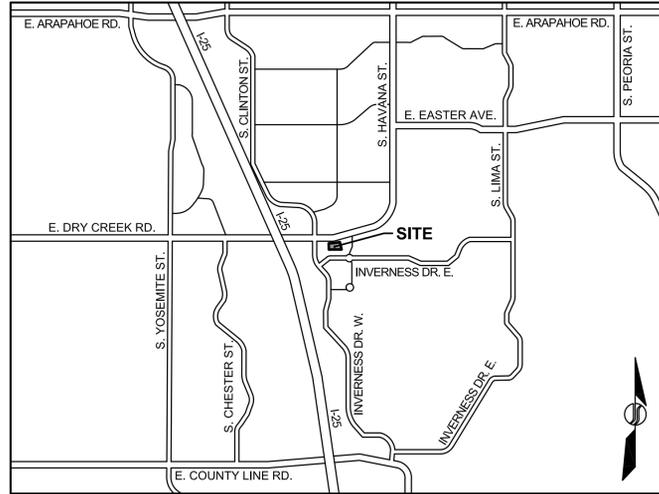
Should you have any questions with this referral response, please contact me at 303-571-3306.

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

FINAL DEVELOPMENT PLAN

INVERNESS SUBDIVISION FILING NO. 57, LOT 3 - VALLAGIO MEDICAL

LOCATED IN THE NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ARAPAHOE, STATE OF COLORADO



VICINITY MAP
SCALE 1"=2000'

SPECIFIC NOTES CONTINUED

STORMWATER MAINTENANCE

THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL PERMANENT BEST MANAGEMENT PRACTICES (BMP'S) AND STORMWATER FACILITIES INSTALLED PURSUANT TO THE SUBDIVISION AGREEMENTS AND THE OPERATIONS AND MAINTENANCE (O AND M) GUIDE IN THE CASE OF PERMANENT BMP'S. REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO, MAINTAINING THE SPECIFIED BMP'S CONTAINED IN THE O AND M MANUAL RECORDED AT RECEPTION NUMBER D4050509 AND THE STORMWATER FACILITIES SHOWN IN THE APPROVED PHASE III DRAINAGE REPORT AND SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS.

THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, OR SOME ENTITY OTHER THAN ARAPAHOE COUNTY, AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL PERMANENT BMP'S AND/OR STORMWATER FACILITIES ASSOCIATED WITH THIS DEVELOPMENT. IF THE PERMANENT BMP'S AND STORMWATER FACILITIES ARE NOT PROPERLY MAINTAINED, THE COUNTY MAY PROVIDE NECESSARY MAINTENANCE AND ASSESS THE MAINTENANCE COST TO THE OWNER OF THE PROPERTY.

LAND USE CRITERIA COMPARISON CHART

CRITERIA	PDP (Z04-001)	LOT 3 (CASE NO. P16-006)
ZONING	MU-PUD	MU-PUD
LAND USE	COMMERCIAL / OFFICE RESIDENTIAL	OFFICE, TO INCLUDE MEDICAL AND DENTAL SERVICES
DENSITY	AVG. 50 UNITS / AC. (MIN. 12 - MAX. 80 UNITS / AC.)	N/A
MAXIMUM BUILDING HEIGHT	120' (INCL. ALL MECHANICAL & COMMUNICATIONS APPURTENANCES & ENCLOSURES)	30'
MAXIMUM BUILDING COVERAGE	(EXCL. PARKING STRUCTURES) - 70%	20%
OPEN SPACE	COMMERCIAL / RETAIL 51'-75' BUILDING HEIGHT = 25%	6.5% (33% TOTAL OPEN SPACE FOR LOTS 1-4 & ALL TRACTS 6% MIN. OPEN SPACE FOR EACH LOT)
GROSS FLOOR AREA	140,00 SQ. FT. (8.04 ACRES X 40%)	9,070 SQ. FT.
GROSS FLOOR AREA RATIO	1:1	.20:1
MINIMUM SETBACKS		
BUILDINGS		
EAST DRY CREEK RD.	35'	45' to 50' (FROM R.O.W.)
INVERNESS DR. WEST R.O.W.	35'	N/A
INTERNAL LOT LINE	0'	0'
INTERNAL STREET EASEMENT	12'	N/A
GOLF COURSE	50'	N/A
PARKING		
EAST DRY CREEK RD.	35'	60' (FROM R.O.W.)
INVERNESS DR. WEST R.O.W.	35'	N/A
INTERNAL LOT LINE	0'	0'
INTERNAL STREET EASEMENT	10'	N/A
GOLF COURSE	50'	N/A
MINIMUM DISTANCE BETWEEN BUILDINGS	1 STORY BUILDING- 12' MIN. 2 STORY BUILDING - 20' MIN. 3 STORY BUILDING & ABOVE BUILDINGS - 30' MIN.	60' MIN. TO NEAREST BUILDING. ONLY ONE BUILDING ON THIS LOT
MINIMUM PARKING RATIOS		
RESIDENTIAL		
MULTIPLE BEDROOM UNITS	2 SPACES + 0.25 SPACES FOR GUESTS	
ONE BEDROOM UNITS	1 SPACES + 0.25 SPACES FOR GUESTS	
OFFICE	1/250 SQ. FT. GLA	9070 SQ. FT. / 250=37 SPACES
RETAIL	1/250 SQ. FT. GLA	SEE PARKING AGREEMENT FOR FURTHER DETAILS (REC. NO. _____)
RESTAURANT	10/1000 SQ. FT. GLA	
TOTAL PARKING SPACES REQUIRED		37 SPACES
TOTAL PARKING SPACES PROVIDED		SURFACE PARKING = 70 HANDICAP PARKING = 2 SUBSURFACE PARKING = 22 *TOTAL = 94 SPACES (INCLUDING HANDICAP)

SHEET INDEX

1	COVER SHEET
2	SITE & UTILITY PLAN
3	GRADING & STORM PLAN
4	LANDSCAPE PLAN
5	BUILDING ELEVATIONS
6	PHOTOMETRIC PLAN

LEGAL DESCRIPTION

LOT 3, INVERNESS SUBDIVISION, FILING NO. 57, RECORDED AT RECEPTION NO. B9026406 OF THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO.

SAID PARCEL CONTAINS 44,658 SQUARE FEET, OR 1.03 ACRES, MORE OR LESS.

BENCHMARK

NGS STATION "SCHWEIGER" LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN DOUGLAS COUNTY LYING APPROXIMATELY 3.9 MILES SOUTH-SOUTHWEST OF THE SITE, BEING AN IRON POST WITH A BRONZE CAP ON TOP HAVING A PUBLISHED ELEVATION OF 6275.80 FEET, NAVD 88 DATUM.

BASIS OF BEARINGS

ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, ASSUMED TO BEAR SOUTH 89°55'59" EAST.

BOARD OF COUNTY COMMISSIONERS APPROVAL

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

CHAIR: _____

ATTEST: _____

PLANNING COMMISSION RECOMMENDATION

NOT RECOMMENDED/RECOMMENDED BY THE ARAPAHOE COUNTY PLANNING COMMISSION, THIS _____ DAY OF _____ A.D., 20____.

CHAIR: _____

CERTIFICATE OF OWNERSHIP

I, _____ HEREBY AFFIRM THAT I AM THE OWNER OR AUTHORIZED AGENT OF ALL INDIVIDUALS HAVING INTEREST IN THE PROPERTY DESCRIBED HEREIN, KNOWN AS INVERNESS SUBDIVISION FILING NO. 57, LOT 3 - VALLAGIO MEDICAL AND CASE NUMBER P16-006.

OWNER OF RECORD OR AUTHORIZED AGENT

STATE OF _____

S.S.

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D., 20____, BY _____

NAME _____

AS _____ OF _____ AN AUTHORIZED SIGNATORY.
TITLE _____

BY _____ WITNESS MY HAND AND SEAL
(NOTARY PUBLIC)

_____ MY COMMISSION EXPIRES _____
(ADDRESS)

(CITY) (STATE) (ZIP CODE)

STANDARD NOTES

THE OWNER(S), DEVELOPER(S) AND/OR SUBDIVIDER (S) OF THE FINAL DEVELOPMENT PLAN KNOWN AS INVERNESS SUBDIVISION FILING NO. 57, LOT 3 - VALLAGIO MEDICAL, THEIR RESPECTIVE SUCCESSORS, HEIRS AND/OR ASSIGNS AGREE TO THE FOLLOWING NOTES:

STREET MAINTENANCE

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

DRAINAGE MAINTENANCE

THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL DRAINAGE FACILITIES INSTALLED PURSUANT TO THE SUBDIVISION AGREEMENT. REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO MAINTAINING THE SPECIFIED STORM WATER DETENTION/RETENTION VOLUMES, MAINTAINING OUTLET STRUCTURES, FLOW RESTRICTION DEVICES AND FACILITIES NEEDED TO CONVEY FLOW TO SAID BASINS. ARAPAHOE COUNTY SHALL HAVE THE RIGHT TO ENTER PROPERTIES TO INSPECT SAID FACILITIES AT ANY TIME. IF THESE FACILITIES ARE NOT PROPERLY MAINTAINED, THE COUNTY MAY PROVIDE NECESSARY MAINTENANCE AND ASSESS THE MAINTENANCE COST TO THE OWNER OF THE PROPERTY.

EMERGENCY ACCESS NOTE

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

DRIVES, PARKING AREAS, AND UTILITY EASEMENT MAINTENANCE

THE OWNERS OF THIS PLAN OR PLAT, THEIR SUCCESSORS, AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS ASSOCIATION OR OTHER ENTITY OTHER THAN ARAPAHOE COUNTY, IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF ANY AND ALL DRIVES, PARKING AREAS, AND EASEMENTS, I.E.: CROSS-ACCESS EASEMENTS, DRAINAGE EASEMENTS, ETC.

PRIVATE STREET MAINTENANCE

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE PRIVATE ROADWAYS SHOWN ON THIS PLAT/PLAN ARE NOT IN CONFORMANCE WITH ARAPAHOE COUNTY ROADWAY DESIGN AND CONSTRUCTION STANDARDS AND WILL NOT BE MAINTAINED BY THE COUNTY UNTIL AND UNLESS THE STREETS ARE CONSTRUCTED IN CONFORMANCE WITH THE SUBDIVISION REGULATIONS IN EFFECT AT THE DATE OF THE REQUEST FOR DEDICATION. THE OWNERS, DEVELOPERS, AND/OR SUBDIVIDERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR STREET MAINTENANCE UNTIL SUCH TIME AS THE COUNTY ACCEPTS RESPONSIBILITY FOR MAINTENANCE AS STATED ABOVE.

DRAINAGE LIABILITY

IT IS THE POLICY OF ARAPAHOE COUNTY THAT IT DOES NOT AND WILL NOT ASSUME LIABILITY FOR THE DRAINAGE FACILITIES DESIGNED AND/OR CERTIFIED BY JANSEN STRAWN CONSULTING ENGINEERS. ARAPAHOE COUNTY REVIEWS DRAINAGE PLANS PURSUANT TO COLORADO REVISED STATUTES TITLE 30, ARTICLE 28, BUT CANNOT, ON BEHALF OF VS VALLAGIO HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY GUARANTEE THAT FINAL DRAINAGE DESIGN REVIEW WILL ABSOLVE VS VALLAGIO HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY 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 JANSEN STRAWN CONSULTING ENGINEERS DRAINAGE DESIGN.

LANDSCAPE MAINTENANCE

THE OWNERS OF THIS PLAN OR PLAT, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNER'S ASSOCIATION OR OTHER ENTITY OTHER THAN ARAPAHOE COUNTY IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING, LANDSCAPED AREAS AND SIDEWALKS BETWEEN THE FENCE LINE/PROPERTY LINE AND ANY PAVED ROADWAYS. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, OR SOME OTHER ENTITY OTHER THAN ARAPAHOE COUNTY, AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.

SIGHT TRIANGLE MAINTENANCE

THE OWNERS OF PRIVATE PROPERTY CONTAINING A TRAFFIC SIGHT TRIANGLE ARE PROHIBITED FROM ERECTING OR GROWING ANY OBSTRUCTIONS OVER THREE FEET IN HEIGHT ABOVE THE ELEVATION OF THE LOWEST POINT ON THE CROWN OF THE ADJACENT ROADWAY WITHIN SAID TRIANGLE.

PUBLIC IMPROVEMENTS NOTE

AFTER FINAL DEVELOPMENT PLAN/FINAL PLAT APPROVAL, ISSUANCE OF INDIVIDUAL BUILDING PERMITS WILL BE SUBJECT TO THE FOLLOWING STIPULATIONS AND/OR CONDITIONS PRECEDENT, WHICH OWNER AGREES TO IN CONJUNCTION WITH APPROVAL OF THE FINAL DEVELOPMENT PLAN AND/OR FINAL PLAT. SUCH BUILDING PERMITS WILL BE ISSUED ONLY AFTER THE OWNERS GUARANTEE PUBLIC IMPROVEMENTS IN A FORM ACCEPTABLE TO THE BOARD OF COUNTY COMMISSIONERS PURSUANT TO STATE STATUTE.

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:

- DESIGN AND CONSTRUCT THE LOCAL DRAINAGE SYSTEM AS DEFINED BY THE PHASE III DRAINAGE REPORT AND PLAN.
- 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.
- 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.

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:

- 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.
- TO COOPERATE WITH OTHER OWNERS OF OTHER PARCELS AND/OR OTHER SPECIAL DISTRICTS IN OFF-SITE ROADWAY IMPROVEMENTS AS NECESSITATED BY THE DEVELOPMENT IMPACTS AS MAY BE DETERMINED BY THE BOARD OF COUNTY COMMISSIONERS.
- 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.
- TO PARTICIPATE AND COOPERATE IN ANY TRANSPORTATION MANAGEMENT PROGRAM AS SPECIFIED IN THE AIRPORT INFLUENCE AREA TRANSPORTATION STUDY, IF SUCH A PROGRAM IS APPROVED AND/OR ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS.

AIRPORT INFLUENCE AREA NOTE

(EASEMENT/HAZARD EASEMENT)

AN AVIGATION AND HAZARD EASEMENT AFFECTING ALL PROPERTY CONTAINED WITHIN THIS FINAL DEVELOPMENT PLAN HAS BEEN LEGALLY EXECUTED. SAID EASEMENT DOCUMENT CAN BE FOUND IN BOOK 5096, PAGE 399 OF THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER.

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

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

STREET LIGHTING

ALL LOTS ARE SUBJECT TO AND BOUND BY TARIFFS WHICH ARE NOW AND MAY IN THE FUTURE BE FILED WITH THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO RELATING TO STREET LIGHTING IN THIS PLAN OR PLAT, TOGETHER WITH RATES, RULES, AND REGULATIONS THEREIN PROVIDED AND SUBJECT TO ALL FUTURE AMENDMENTS AND CHANGES THERETO. THE OWNER OR OWNERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL PAY AS BILLED, A PORTION OF THE COST OF PUBLIC STREET LIGHTING IN THE PLAN OR PLAT ACCORDING TO APPLICABLE RATES, RULES, AND REGULATIONS, INCLUDING FUTURE AMENDMENTS AND CHANGES ON FILE WITH THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO.

CASE NO. P16-006

COVER SHEET	
Scale:	N/A
Date:	FEBRUARY 26, 2016
Job No.:	15117
Sheet	1 of 6

OWNER

VALLAGIO MEDICAL HOLDINGS
JIM LESSIG C/O
10146 WEST SAN JUAN WAY SUITE 210
LITTLETON, CO 80127

ENGINEER / SURVEYOR



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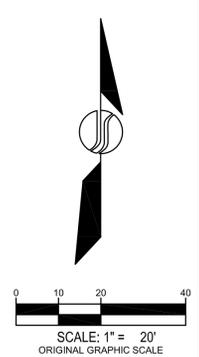
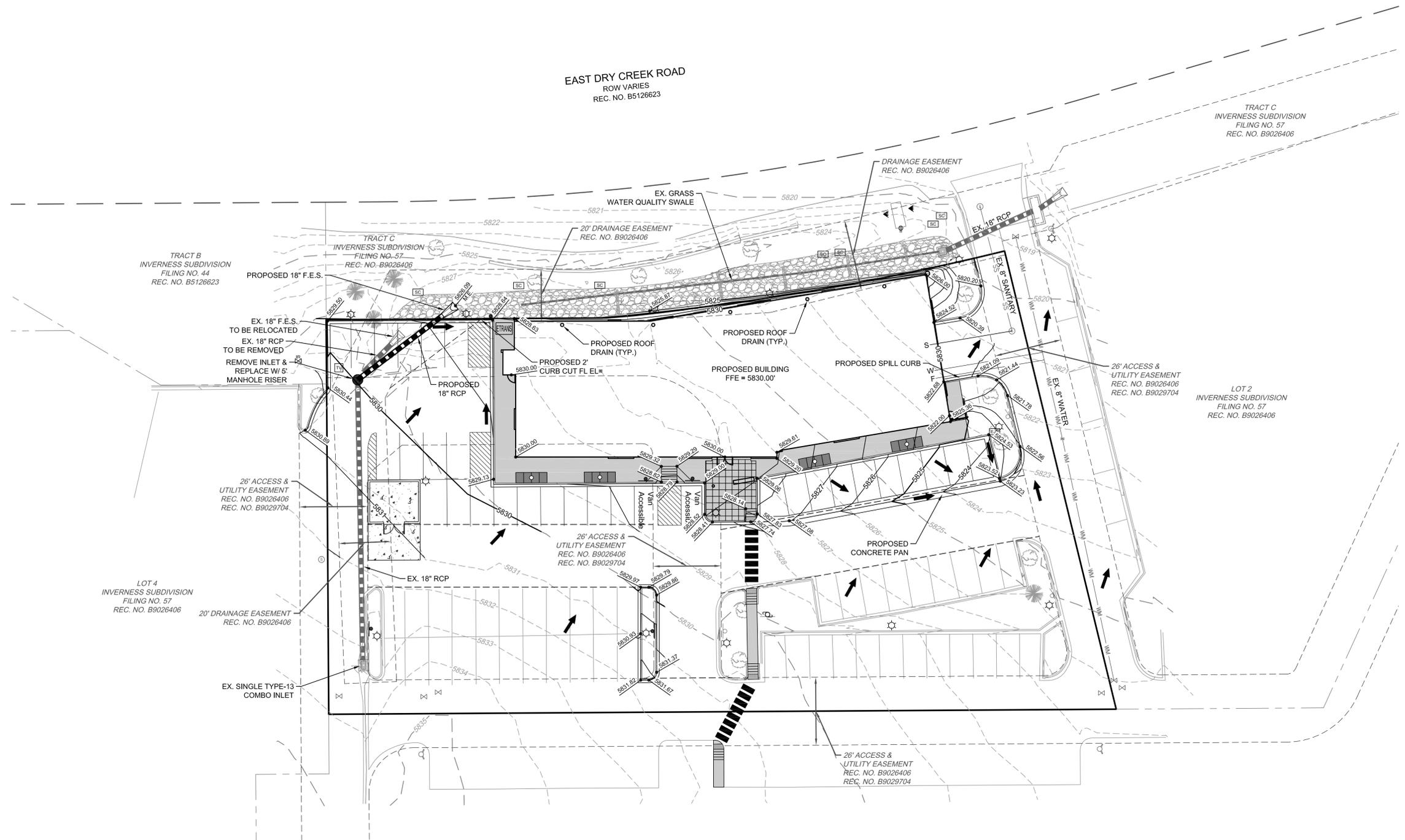
1	COUNTY COMMENTS	02/26/16	IMH
No.	Revisions	Date	By
Designed By:	JL	Checked By:	MU

FINAL DEVELOPMENT PLAN

INVERNESS SUBDIVISION FILING NO. 57, LOT 3 - VALLAGIO MEDICAL

LOCATED IN THE NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ARAPAHOE, STATE OF COLORADO

LEGEND	
	SITE BOUNDARY
	PROPERTY LINE
	RIGHT-OF-WAY LINE
	EASEMENT LINE
	EXISTING CURB & GUTTER
	PROPOSED CURB & GUTTER
	PROPOSED STORM SEWER
	PROPOSED SANITARY SERVICE
	PROPOSED WATER SERVICE
	PROPOSED FIRE SERVICE
	EXISTING STORM SEWER
	EXISTING WATER LINE
	EXISTING FIRE HYDRANT
	EXISTING WATER VALVE
	EXISTING SANITARY SEWER
	EXISTING LIGHT POLE
	EXISTING FLOOD LIGHT
	EXISTING SPRINKLER CONTROL BOX
	EXISTING CABLE TV PEDESTAL
	EXISTING TREE
	PROPOSED WALK
	PROPOSED CONCRETE
	EXISTING CONCRETE
	EXISTING RIPRAP
	ROW
	RECEPTION NUMBER
	MATCH EXISTING
	FLARED END SECTION
	FINISHED FLOOR ELEVATION
	FLOWLINE
	ELEVATION



GRADING & STORM PLAN			
Scale: 1" = 20'			
Date: FEBRUARY 26, 2016			
Job No.: 15117			
Sheet	3	of	6

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No.	Revisions	Date	By
1	COUNTY COMMENTS	02/26/16	IMH

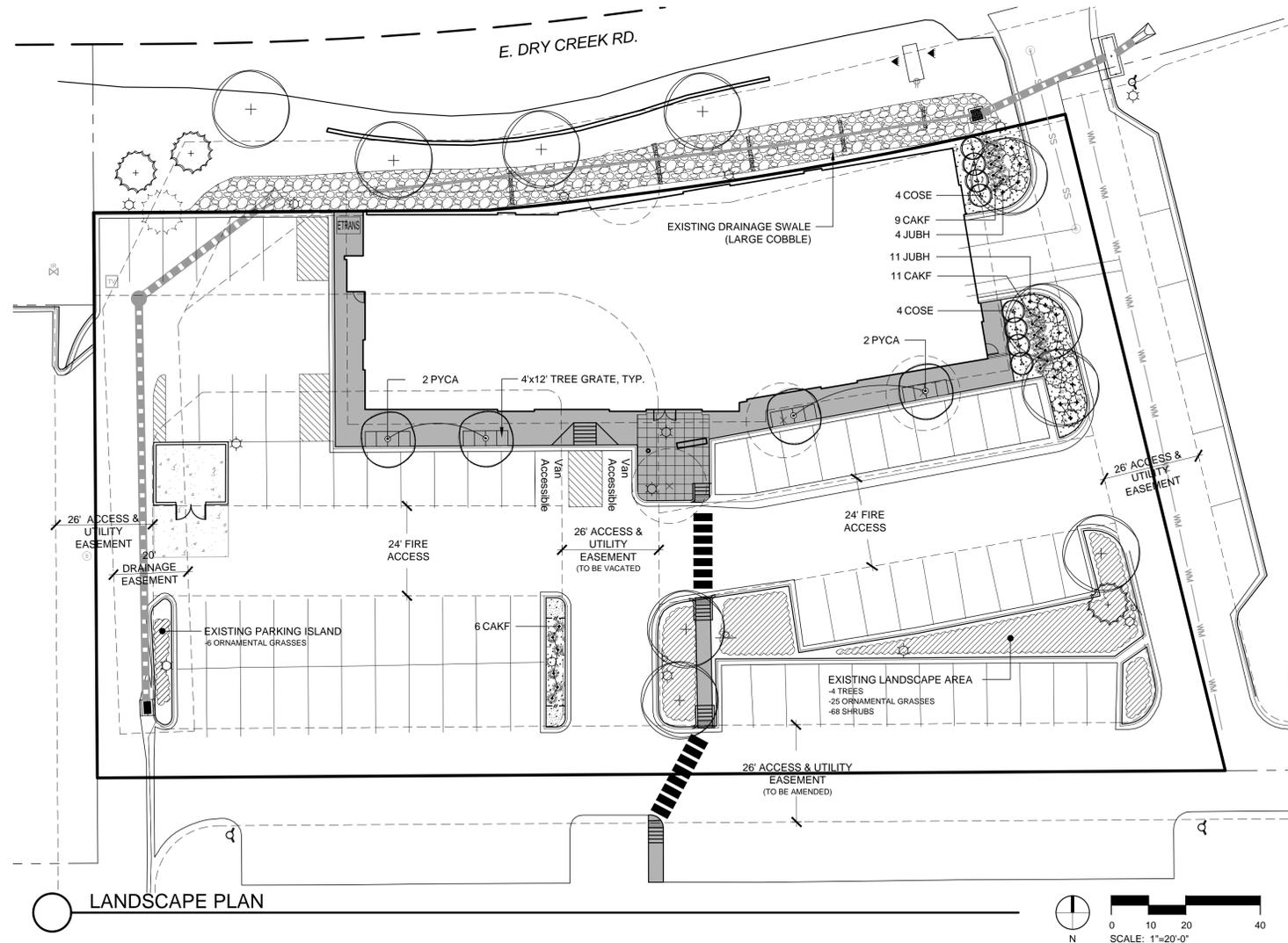
Designed By: JL Checked By: MU

CASE NO. P16-006

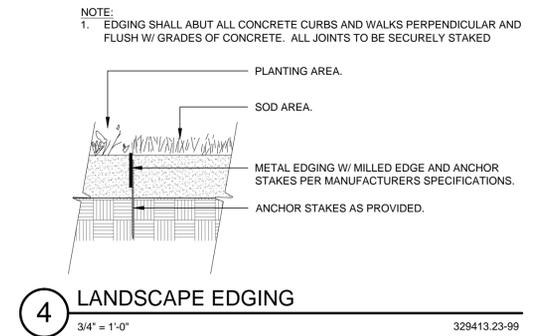
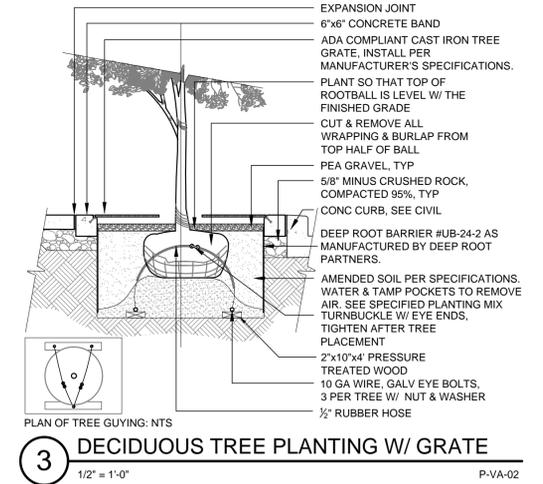
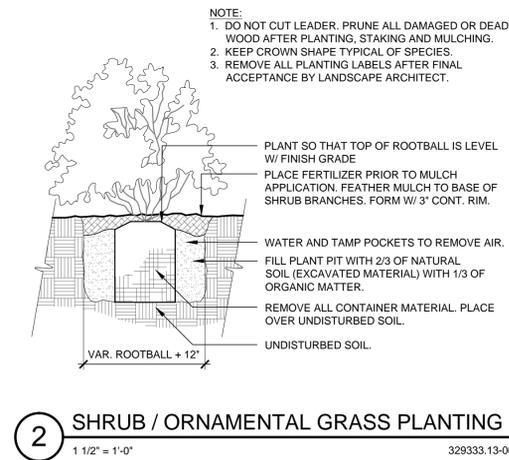
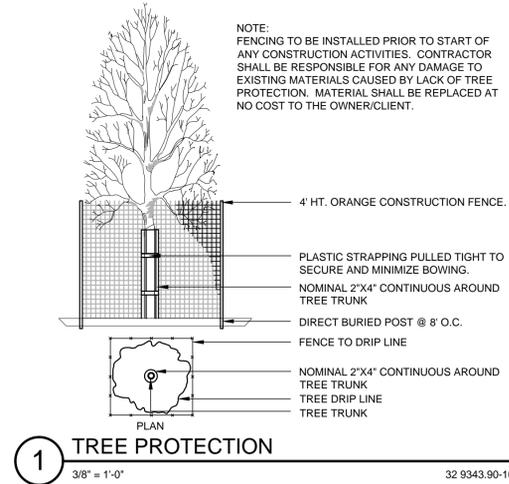
FINAL DEVELOPMENT PLAN

INVERNESS SUBDIVISION FILING NO. 57, LOT 3 - VALLAGIO MEDICAL

LOCATED IN THE NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ARAPAHOE, STATE OF COLORADO
SHEET 5 OF 7



LANDSCAPE PLAN



LANDSCAPE CALCULATIONS

REQUIREMENT	AREA	REQUIRED PLANT MATERIAL	PROVIDED PLANT MATERIAL
1 TREE AND 10 SHRUBS PER 1,000 S.F. OF LANDSCAPED AREA	LANDSCAPE AREA IN THIS LOT: 2,870 S.F.	3 TREES 30 SHRUBS	11 TREES 142 SHRUBS

PARKING ISLAND CALCULATIONS

REQUIREMENT	AREA	REQUIRED PLANT MATERIAL	PROVIDED PLANT MATERIAL
MIN. OF 1 TREE AND 3 SHRUBS FOR ANY ISLAND LESS THAN 216 S.F.; MIN. OF 2 TREES AND 6 SHRUBS FOR ANY ISLAND 216 TO 1,000 S.F. IN AREA	1 NEW ISLANDS IN THIS LOT 1 EXISTING ISLAND - N/A 1 PROPOSED ISLAND < 216 S.F. 0 PROPOSED ISLAND > 216 S.F.	1 TREES 3 SHRUBS	0 TREES 6 SHRUBS

TOTAL REQUIRED PLANT MATERIAL	TOTAL PROVIDED PLANT MATERIAL
4 TREES 33 SHRUBS	11 TREES 148 SHRUBS

LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
(+)	DECIDUOUS SHADE TREE (TO REMAIN)	(*)	EVERGREEN SHRUBS
(+)	EVERGREEN TREE (TO REMAIN)	(*)	DECIDUOUS SHRUBS
(x)	EVERGREEN TREE (TO BE RELOCATED)	(*)	ORNAMENTAL GRASS
(x)	DECIDUOUS TREE (TO BE REMOVED)	(*)	COBBLE MULCH (TO MATCH EXISTING)
(+)	DECIDUOUS SHADE TREE	(*)	ORGANIC MULCH (TO MATCH EXISTING)
(/ / /)	EXISTING LANDSCAPE PLANTINGS	(- - -)	STEEL EDGE

PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL
PYCA	4	PYRUS CALLERYANA 'BRADFORD'	BRADFORD PEAR	B & B	2.5' CAL
DECIDUOUS SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	
COSE	8	CORNUS SERICEA	REDOESIER DOGWOOD	5 GAL	
EVERGREEN SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	
JUBH	15	JUNIPERUS HORIZONTALIS 'BAR HARBOR'	BAR HARBOR JUNIPER	5 GAL	
ORNAMENTAL GRASS	QTY	BOTANICAL NAME	COMMON NAME	CONT	
CAKF	26	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	5 GAL	

LANDSCAPE ARCHITECT



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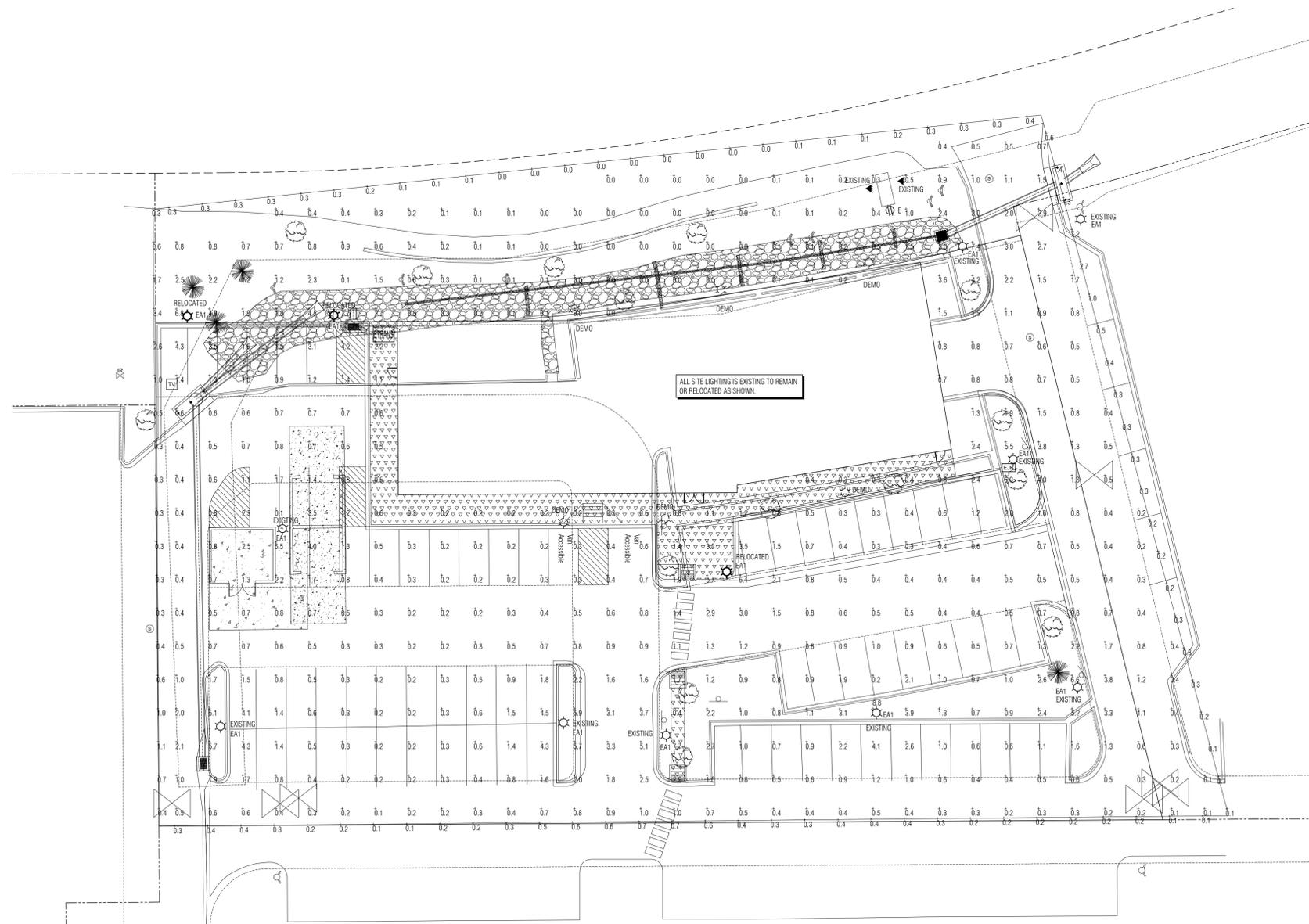
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Scale: As Shown	
Date: 1/6/16	
1 County Comments	2/26/16 CM Job No.: 1601
No. Revisions	Date By
Designed By: CM	Checked By: TK
Sheet 5 of 7	

FINAL DEVELOPMENT PLAN

INVERNESS SUBDIVISION FILING NO. 57, LOT 3 - VALLAGGIO MEDICAL

LOCATED IN THE NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ARAPAHOE, STATE OF COLORADO



1 PHOTOMETRIC PLAN
SCALE: 1" = 20'

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Property Line	Illuminance	Fc	0.52	7.2	0.0	N.A.	N.A.
Site	Illuminance	Fc	1.13	8.8	0.0	N.A.	N.A.

Luminaire Schedule				
Symbol	Label	Total Lamp Lumens	LLF	Description
⊙	EA1	8500	1.000	AAL SP2-ANG-LDL-100MH-AD4-BLK-COP

Scale: AS SHOWN
Date: JANUARY 29, 2016
Job No.: 15117
Sheet **6** of **6**



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No.	Revisions	Date	By

Designed By: C3S Checked By: MDC / JMM