



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 19, 2016**

**9:30 A.M.**

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

### **CALL TO ORDER**

Arapahoe County Board of County Commissioners

### **INTRODUCTION**

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**

### **APPROVAL OF THE MINUTES**

#### **1. BOCC Public Meeting Minutes - June 28, 2016**

Documents:

[BOCC PUBLIC MEETING MINUTES 06.28.2016.PDF](#)

#### **2. BOCC Public Meeting Minutes - July 5, 2016**

Documents:

[BOCC PUBLIC MEETING 07.05.2016.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. Board of Assessment Appeals**

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

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

Documents:

[7 JULY 19, 2016.DOC](#)  
[SAMPLE BAA RESOLUTION.DOC](#)

### **2. Board of Assessment Appeals**

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

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

Documents:

[7 JULY 19, 2016.2.DOC](#)  
[SAMPLE BAA RESOLUTION.DOC](#)

### **3. Cases P06-013 and P06-014 - Dayton Street Townhomes Extension of Plan Completion Deadline**

Adoption of a resolution approving a request from the applicant, Niam Nassar, owner of South Dayton Street Townhomes Subdivision No 1 for an additional extension of time for the filing the completion of mylars for Cases P06-013 and P06-014 for the Final Plat and Final Development Plan for Dayton Street Townhomes, to March 2017. This represents an additional extension in a series of extensions since BOCC approval of the project in 2007

*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:

[BSR - EXTENSION OF S DAYTON TOWNHOMES TO 2017.PDF](#)  
[DRAFT MOTIONS BOCC - NASSAR REQUEST.PDF](#)  
[SKMBT\\_C28016032410370.PDF](#)  
[RESO - REQUEST FOR EXTENSION.PDF](#)

4. **Case # P16-003 – Inverness No. 61, Lot 1, Final Development Plan, 4th Amendment – AT&T Logo Sign**

Adoption of a resolution approving a request from the applicant, Persona, on behalf of the property owner, Ax Inverness LP, who has submitted a final development plan amendment application P16-003, for the installation of a 7' diameter AT&T logo sign on the office building located at 161 Inverness Drive West. This application amends Final Development Plan (FDP) Case No. P96-023 which did not include provisions for building mounted signs

*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:

[P16-003 BSR BOCC ATT FDP.PDF](#)  
[P16-003 DRAFT MOTIONS BOCC ATT FDP.PDF](#)  
[P16-003 SR BOCC ATT FDP.PDF](#)  
[P16-003 ATANDT PLAN EXHIBIT.PDF](#)  
[RESO - AMENDMENT TO THE FINAL DEVELOPMENT PLAN.PDF](#)

5. **Colorado Opportunity Scholarship Initiative – Matching Student Scholarships Grant**

Adoption of a resolution authorizing the chair of the Board of County Commissioners to sign a Colorado Department of Higher Education Grant Agreement with the Arapahoe Community College Foundation, the Community College of Aurora Foundation, and Arapahoe County, for the second phase of the Scholarship Initiative, which is to build a scholarship fund leveraged by matching funds from nonprofit and private donors designed to incentivize increased scholarship giving in the State of Colorado, pursuant to the terms contained therein

*Courtney Loehfelm, Executive Director, ACC Foundation*  
*Diana Maes, BoCC Administration Manager*  
*John Christofferson, Deputy County Attorney*

Documents:

[BSR - COSI GRANT AGREEMENT ARAPAHOE COMMUNITY COLLEGE FOUNDATION - CONSENT 7-19-16.DOC](#)  
[RESO NO. 160\\_\\_\\_ COLORADO HIGHER EDUCATION SCHOLARSHIP GRANT AGREEMENT.DOCX](#)  
[ARAPAHOE COMMUNITY COLLEGE FOUNDATION ON BEHALF OF ARAPAHOE COUNTY.PDF](#)  
[COSI SUPPORT LTR FROM ARAPAHOE CO\\_2 MAY 16.PDF](#)  
[COSI LOI\\_ARAPAHOE COUNTY\\_2 MAY 16.PDF](#)

6. **Colorado Works (CW) and Colorado Childcare Assistance (CCCAP) Memorandum of Understanding between Arapahoe County and Colorado Department of Human Services Division (CDHS)**

Adoption of a resolution approving the Colorado Works (CW) and Colorado Childcare Assistance (CCCAP) Memorandum of Understanding between Arapahoe County and Colorado Department of Human Services Division (CDHS)

*Bob Prevost, Deputy Director, Community & Child Support Services, Human Services*  
*Cheryl L. Ternes, Director, Human Services*  
*Janet Kennedy, Finance Department Manager*  
*Suzanna Dobbins, Finance Manager, Human Services*  
*Michael Valentine, Deputy County Attorney*

Documents:

[BSR MOU FOR CW CCCAP WITH CDHS.PDF](#)  
[MOU.PDF](#)

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

Acceptance of the Veterans Service Office Report from June 2016

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

Documents:

[06-2016 BSR JUNE.PDF](#)

**8. Incentive Payment Agreement - JP Morgan Chase Bank, National Association**

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the Incentive Payment Agreement between Arapahoe County and JP Morgan Chase Bank, National Association for a refund of 75% of the business personal property taxes associated with the new business facilities located at the northeast corner of 6th Avenue and Gun Club Road, City of Aurora, Colorado, pursuant to the terms contained therein

*John Christofferson, Deputy County Attorney*  
*Lisa Stairs, Business Analyst II, Finance Department*

Documents:

[BSR TAX INCENTIVE AGRT - NEW BUSINESS - JP MORGAN CHASE - CONSENT AGENDA 7-19-16.DOC](#)  
[ARAPAHOE COUNTY FORM INCENTIVE AGREEMENT 7-7-16 FINAL - JP MORGAN EXECUTED.PDF](#)  
[RESO NO. 160\\_\\_\\_ - AUTH TO SIGN TAX INCENTIVE AGRT MIKRON AUTOMATION NEW \(2016\).DOC](#)

**9. Memorandum of Understanding with Colorado State Patrol for Vehicle Inspections**

Adoption of a resolution authorizing the Sheriff to sign a Memorandum of Understanding (MOU) on behalf of the Arapahoe County Sheriff's Office (ACSO) with the Colorado State Patrol to conduct commercial vehicle safety inspections within the Arapahoe County Jurisdiction, pursuant to the terms contained therein

*Olga Fujaros, Budget & Logistics Manager, Sheriff's Office*  
*Glenn Thompson, Public Safety Bureau Chief, Sheriff's Office*  
*Louie Perea, Undersheriff, Sheriff's Office*  
*David C. Walcher, Sheriff*  
*Janet Kennedy, Director, Finance*  
*Tiffanie Bleau, Senior Assistant County Attorney*

Documents:

BSR 2016 CO STATE PATROL 2.DOCX  
RESO -CO STATE PATROL 2016.DOCX  
ARAPAHOE COUNTY SO-UPDATED MOU-061516.DOCX

10. **9:30 AM Waiver of Bid for 2016-2020 Arapahoe County Fair Advertising**

Adoption of a resolution approving a waiver of the Arapahoe County Purchasing Policy for the 2016 Arapahoe County Fair advertising budget of \$40,000 to be distributed among a varied list of advertising outlets and vendors to promote the upcoming County Fair, which will be held July 28-31, 2016, and an extension of the waiver of bid for Fair Advertising annually through 2020

*Andrea Rasizer, Director, Communication Services*  
*Shannon Carter, Director, Intergovernmental Relations and Open Spaces*  
*Janet Kennedy, Director, Finance*  
*Keith Ashby, Purchasing Manger, Finance*  
*Ron Carl, County Attorney*

Documents:

[BOARD SUMMARY REPORT FOR FAIR  
ADVERTISING\\_2016\\_2020\\_CONSENT AGENDA.PDF](#)  
[2016 SIGNED WAIVER OF PURCHASING POLICIES FAIR  
ADVERTISING.PDF](#)

**GENERAL BUSINESS ITEMS**

1. **\*PUBLIC HEARING - Case # U16-001 - Arapahoe State Land Board Solar Garden, Use by Special Review**

Discussion of a request from the applicant, Clean Energy Collective, with authorization from the property owner, the State Land Board, for approval of a Use by Special Review (USR) for a 2 Megawatt community owner solar photovoltaic power plant consisting of approximately 18,120 solar collection panels on approximately 14 acres

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

Documents:

[U16-001 BSR BOCC SLB USR.PDF](#)  
[U16-001 DRAFT MOTIONS BOCC SLB USR.PDF](#)  
[U16-001 SR BOCC SLB USR.PDF](#)  
[U16-001 STATE LAND BOARD SOLAR GARDEN PHASE 2 REDLINES.PDF](#)  
[U16-001 DRAFT USR RESO.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.*

**MINUTES OF THE ARAPAHOE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
TUESDAY, JUNE 28, 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:

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

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 Holen and duly seconded by Commissioner Jackson to adopt the Agenda as presented.**

**The motion passed 5-0.**

**CEREMONIES**

**Recognition of Recovery Efforts for Southview Place Towers Fire**

The Board recognized Jeremy Fink, Don Klemme, Liana Escott, and Linda Haley for their efforts to help displaced seniors.

Diane Milne, resident and victim of the fire, read a list of agencies the residents wished to thank.

Mickey Kempf, HOP/CERT Coordinator, Littleton Police Department, also thanked the County and Love, Inc.

### **CITIZEN COMMENT PERIOD**

There were no citizen comments on this date.

### **CONSENT AGENDA**

**The motion was made by Commissioner Bockenfeld and duly seconded by Commissioner Sharpe to approve the items on the Consent Agenda as presented.**

**The motion passed 5-0.**

### **GENERAL BUSINESS ITEMS**

#### **Item 1 – Resolution No. 160417 - Case P15-010 - Dove Valley V, Filing 13 Replat**

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

Bill Skinner, Senior Planner, introduced the case and outlined the details of the replat request. He also presented the details of Case V15-005 - Dove Valley V, Block 12, Vacation of Easements.

Dave Berwanger, representing the land owner, Dove Valley Associates, explained the need for the replat and the vacation of easements. He also explained the need to meet water quality requirements.

The Public Comment period was opened.

There were no public comments.

**The motion was made by Commissioner Sharpe and duly seconded by Commissioner Jackson to in the case of P15-010, Dove Valley V, Filing 13, that the Board has read the staff report. The Board finds itself in agreement with the staff finding, including all exhibits and attachments as set forth in the staff report dated June 15, 2016, and approve this application subject to the following conditions:**

1. Prior to signature of the final mylar copy of these plans, the applicant agrees to address Public Works Staff comments including concerns as identified during the review of this application.
2. The easements being vacated in the Concurrent V15-005 Easement Vacation application will be successfully vacated, or those easements will be depicted on the final version of this plat document.
3. Concerns raised by Xcel will be addressed prior to staff forwarding these plans to the Board for signature.

**The motion passed 5-0.**

**Item 2 – Resolution No. 160418 - Case V15-005 - Dove Valley V, Block 12, Vacation of Easements**

**The motion was made by Commissioner Sharpe and duly seconded by Commissioner Bockenfeld in the case of V15-005, Dove Valley V, Block 12, Vacation of Easements, the Board has read the staff report. The Board finds itself in agreement with the staff finding, including all exhibits and attachments as set forth in the staff report dated June 15, 2016, and approve this application subject to the following conditions:**

1. Prior to signature of the final mylar copy of these plans, the applicant agrees to address Public Works Staff comments including concerns as identified during the review of this application.
2. Concerns raised by Xcel will be addressed prior to staff forwarding these plans to the Board for signature.

**The motion passed 5-0.**

**COMMISSIONER COMMENTS**

Commissioner Jackson wished everyone a happy and safe 4<sup>th</sup> of July weekend.

Commissioner Sharpe talked about the addition of the new building at the fairgrounds and thanked Facilities, Open Spaces, and Communications. She said the county fair is fun and is a good time to see the new facilities and trails. The Arapahoe County Fair starts July 28<sup>th</sup>.

Commissioner Holen said he is proud of the collaboration amongst staff to get the new building done. He said the County has accomplished something that will be long lasting and the new facility is already booked through next year.

Commissioner Bockenfeld commented that the Colorado Cattlemen’s Association’s annual land conservation award winner for 2016 is the Tureek Family in Deer Trail, Arapahoe County; a resolution will be forthcoming.

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

**ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS**

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

**MINUTES OF THE ARAPAHOE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
TUESDAY, JULY 5, 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:

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

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 Jackson and duly seconded by Commissioner Holen to adopt the Agenda as presented.**

**The motion passed 5-0.**

**ADOPTION OF THE MINUTES**

**The motion was made by Commissioner Sharpe and duly seconded by Commissioner Jackson to adopt the minutes of May 24, 2016 public meeting as presented.**

**The motion passed 5-0.**

**The motion was made by Commissioner Sharpe and duly seconded by Commissioner Jackson to adopt the minutes of May 31, 2016 public meeting as presented.**

**The motion passed 5-0.**

**The motion was made by Commissioner Jackson and duly seconded by Commissioner Sharpe to adopt the minutes of June 14, 2016 public meeting as presented.**

**The motion passed 3-0, Commissioners Bockenfeld and Holen abstained.**

#### **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 Sharpe and duly seconded by Commissioner Holen to approve the items on the Consent Agenda as presented.**

**The motion passed 5-0.**

#### **GENERAL BUSINESS ITEMS**

There were no general business items on this date.

#### **COMMISSIONER COMMENTS**

There were no commissioner comments on this date.

**There being no other business before the Board, the public meeting was adjourned by Commissioner Doty at 9:33 a.m.**

#### **ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS**

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



**Board Summary Report**

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

**Request and Recommendation**

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

**Background**

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

**Discussion**

The following BAA docket numbers have been stipulated to for the tax (s) indicated below.

<b>Tax Year</b>	<b>Docket #</b>	<b>Property Owner</b>	<b>Property Address</b>	<b>Code</b>	<b>Original Value</b>	<b>Stipulated Value</b>
2015/2016	66336	Grato Monarchs, LLC	16B Inverness Place East	1.	\$778,400	\$775,500
2015/2016	66337	Dean Zick and Arlene Zick	16C Inverness Place East	1.	\$727,800	\$707,800
2015/2016	66346	Ten Key LLC	68 Inverness Lane East, #203 and #205	2.	\$272,475	\$264,400
2015/2016	66347	G & S Acquisitions LLC	68 Inverness Lane East, #201 and #202	2.	\$205,100	\$199,000
2015/2016	66462	Judith and Robert Carpenter	640 Sable Boulevard	3.	\$192,400	\$134,000
2015/2016	66463	Judith and Robert Carpenter	5493 East Hinsdale Circle	3.	\$442,800	\$410,000
2015/2016	66517	WRI-GDC Englewood LLC	901 Englewood Parkway	4.	\$1,326,000	\$725,000

2015/ 2016	66518	WRI-GDC Englewood LLC	705 West Hampden Avenue	5.	\$3,827,000	\$2,825,000
2015/ 2016	66627	Village at City Center LLLP	642 South Fairplay Street	6.	\$746,480	\$664,500
2015/ 2016	66678	SRV Investors LLC	7310 South Gartrell Road	7.	\$1,088,724	\$826,594
2015/ 20016	66696	BLC II, LLC	24112 E. Orchard Rd., 23903 E. Prospect Ave., 23963 E. Prospect Ave., 24272 E. Prospect Ave., 6369 S. Southlands Pkwy., 6379 S. Southlands Pkwy. 24102 E. Prospect Ave., 23902 E. Prospect Ave.	5.	\$17,937,000	\$17,457,000
2015/ 2016	66822	Nancy Letman Properties LLC	68 Inverness Lane East, #105	2.	\$120,225	\$116,700
2015/ 2016	66887	Ella Mae Mills	4540 South Navajo Street	2.	\$906,500	\$800,000
2015/ 2016	66920	7877 Partnership LLLP 75% Sussco LLC 25% Int	6800 South Dawson Circle	2.	\$1,687,000	\$1,561,000
2015/ 2016	68367	Landmark Offices LLC	5351 South Roslyn Street	8.	\$1,100,000	\$807,000

**Code**

1. Value is \$125/sf, based on BAA decision at \$125/sf for 16A Inverness Place East.
2. Value is \$169.81/sf, based on BAA decision at \$169.81/sf for 68 Inverness Lane East, #103.
3. Comparable market sales and condition of the subject indicate that adjustment to this value is correct.
4. Income considering subject excess vacancy and comparable market sales indicate that adjustment to this value is correct.
5. Income and sales comparison approaches indicate that adjustment to this value is correct.
6. Based on comparable market sales, the 2016 value was corrected to \$664,500, land only. The 2015 value is also corrected to \$664,500.
7. Comparable market sales and present worth discounting indicate that adjustment to this value is correct.
8. Comparable market sales indicate that adjustment to this value is correct.

**Alternatives**

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

**Fiscal Impact**

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

**Concurrence**

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

**Reviewed By:**

Ronald A. Carl, County Attorney

Karen Thompsen, Paralegal

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

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

The vote was:

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

The Chair declared the motion carried and so ordered.



**Board Summary Report**

**Date:** July 8, 2016  
**To:** Board of County Commissioners  
**Through:** Ronald A. Carl, County Attorney  
**From:** Karen Thompsen, Paralegal  
**Subject:** Approval of BAA Stipulation (1 Resolution Number)

**Request and Recommendation**

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

**Background**

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

**Discussion**

The following BAA docket numbers have been stipulated to for the tax (s) indicated below.

<b>Tax Year</b>	<b>Docket #</b>	<b>Property Owner</b>	<b>Property Address</b>	<b>Code</b>	<b>Original Value</b>	<b>Stipulated Value</b>
2015/ 2016	65926	Sunrise Orchard AL LLC	5975 South Holly Street	1.	\$9,360,000	\$7,097,876
2015/ 2016	65940	Pandey Hotel Denver LLC	3200 South Parker Road	2.	\$10,330,536	\$7,000,000
2015/ 2016	66721	Joyce Zeff Trust	20 Sedgwick Drive	3.	\$4,316,523	\$3,650,000
2015/ 2016	66724	Den Retail 1 LLC	5001 South Broadway and 4989 South Broadway, Unit A	8.	\$11,452,000	\$10,500,000
2015/ 2016	66737	EQR (1999) Hampden Town Center LLC	9608 East Jefferson Place	4.	\$22,700,600	\$21,084,000
2015/ 2016	66742	GC Net Lease Investors LLC	5800 South Quebec Street	5.	\$27,159,000	\$26,745,000
2015/ 2016	66918	Sensatus Partners LLC	12500 East Iliff Avenue 12510 East Iliff Avenue	6.	\$2,004,000	\$1,800,000

2015/ 2016	66922	SR South Retail I LLC	6770 South Liverpool Street	6.	\$4,000,000	\$3,600,000
2015/ 2016	67108	Charles Brandt and Audrey Brandt	6557 South Winnipeg Court	7.	\$560,800	\$514,425

**Code**

1. Analysis on a per square foot basis and considering condition of roof and foundation issues indicates adjustment to this value is correct.
2. Property is amidst a reconstruction/remodeling project severely impacting income potential for near future.
3. Condition of subject in relation to comparable market sales indicates that adjustment to this value is correct.
4. Comparable market sales indicate that adjustment to this value is correct.
5. Analysis of actual income provided by Petitioner indicates that this value is correct.
6. Income and sales comparison approaches indicate that adjustment to this value is correct.
7. Reduction of subject quality grade in relation to comparable market sales indicates that adjustment to this value is correct.
8. Analysis of third-party appraisal of subject property and supporting cost approach data, and adjusting for above-market rents, indicates adjustment to this value is correct.

**Alternatives**

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

**Fiscal Impact**

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

**Concurrence**

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

**Reviewed By:**

Ronald A. Carl, County Attorney  
Karen Thompsen, Paralegal

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

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

The vote was:

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

The Chair declared the motion carried and so ordered.



## Board Summary Report

**Date:** July 6, 2016  
**To:** Board of County Commissioners  
**Through:** Jan Yeckes, Planning Division Manager  
**From:** Bill Skinner, Senior Planner  
**Subject:** Extension of deadline for filing of mylars for approved land development applications P06-013 and P06-014

### Purpose and Recommendation

Niam Nassar, owner of South Dayton Street Townhomes Subdivision No 1, is requesting an additional extension of time for the filing and recording of Final Plat P06-014 and the filing of associated Final Development Plan P06-013. Staff has based previous support for these annual extensions on the depressed business environment.

South Dayton Street Townhomes Subdivision Filing No. 1 is a 2.72 acre Final Plat located at 1301 South Dayton Street. It is an infill project consisting of 25 single-family attached townhomes and associated improvements located immediately west of the intersection of East Idaho Place and South Dayton Street. The property is zoned Residential PUD - Moderate Density (R-PM). The project owner has submitted a request for an extension of time until March 24, 2017 for the following items:

1. Extension of deadline for filing of mylars for FDP P06-013.
2. Extension of deadline for filing mylars and recording Final Plat P06-014.
3. Extension of deadline for paying cash in lieu of dedicated land associated with Final Plat P06-014.

### Background

On February 6<sup>th</sup>, 2007, the Board approved FDP P06-013 and associated Final Plat P06-014 South Dayton Street Townhomes Filing No. 1. Shortly after that time real estate market conditions deteriorated dramatically. Because of lingering after-effects of deteriorated real estate market conditions, the current owner is requesting that the Board grant an additional extension of time to start building the project.

The Board granted the initial extension on March 10, 2008. Since that time the project owner has requested that filing deadlines be extended when a previous extension has expired. These extensions have allowed the applicant to bridge the gap between the date the applications were approved, and such time as market conditions improve enough that the project is financially viable. The Planning Division Staff has consistently supported the requests, and the Board of

County Commissioners has consistently granted these extensions. The Engineering Services Division has noted that the project will be required to meet current engineering standards in place at the time the project develops, which could require modifications to the FDP and plat.

### **Discussion and Recommendation**

The Land Development Code provides for a 12-month extension of various planning cases upon approval by the Planning Division Manager. No specific provision is made in the Land Development Code for extensions past the 12-month time period. Because there is no specific provision, and because of the circumstances stated by the applicant, Planning Staff is bringing this request before the BOCC for your consideration.

The applicant intends to develop land that is currently vacant. The development of this land will trigger public improvements such as sidewalks and street frontage improvements on their S. Dayton Street property. Planning Staff has previously found market conditions to be a legitimate reason for additional extensions. Staff has not found a significant change in the surrounding community that would raise concerns with the currently approved plans to continue to be in place and could therefore support BOCC approval of the additional extension until March 24, 2017 for P06-013 and P06-014.

One concern with continued extensions should, however, be noted for the Board's consideration. Approvals are not complete until the mylars are signed, even after the BOCC has taken action during a public meeting. For this reason, the cases are not noted on maps available to the public and often used for due diligence when deciding whether to buy a home or property or locate a business nearby. When a long period of time occurs between the publically noticed hearing process and signature of the final version of the plans, the approval goes into effect without further public process. This lack of public notice after an extended period of time can be a concern.

In this case, the potential zoning approved with the Preliminary Development Plan (PDP) is indicated on the County's zoning maps, so the risk associated with an incomplete Final Development Plan and plat is a lower level of risk. Typically under the Land Development Code, approved and completed Final Development Plans are considered vested for three years, although these have been honored by the County for longer periods before development occurs. The requested extension for completing the mylars and recording the plat represents nine years from BOCC approval at a public hearing. As noted earlier in this report, the project will need to meet engineering standards in place at the time of development regardless of the FDP approval. Amendments to the plan may be necessary before development could proceed.

### **Alternatives**

PWD Staff presents two alternatives for BOCC consideration at this time:

**Alternative 1:** Grant an additional extension of an additional year to March 24, 2017, for the filing of FDP P06-013, and the filing, recording, and payment of cash in lieu fees associated with Final Plat P06-014 for Dayton Street Townhomes Subdivision Filing no. 1.

**Alternative 2:** Deny the extension request for P06-013 and P06-014. If the extension is denied, Staff recommends that the BOCC approve a 60-day extension from today's date, to September 19, 2016, to provide an opportunity for the owners to complete the mylar signature process to finalize the project FDP and Plat. If the signed mylars are not submitted by September 19, 2016, the FDP and Final Plat will expire, and new applications will be required.

**Fiscal Impact**

If the extension is granted, that may postpone additional property tax revenue for the County based on the development improvements, however development depends largely on the business environment.

If the extension is denied, the mylar may be considered expired, and the applicant will forfeit approvals and any fees and costs associated with those approvals.

Reviewed by

Jason Reynolds, Current Planning Program Manager

Jan Yeckes, Planning Division Manager

Robert Hill, Senior Assistant County Attorney

David M. Schmit, P.E., Director of Public Works and Development

Todd Weaver, Budget Manager, Finance Department

**Attachment** – Letter from MNA for 1301 Dayton Street Townhomes, LLC, requesting extension

**BOARD OF COUNTY COMMISSIONER HEARING DRAFT MOTIONS for Dayton Street Townhomes Plan Completion Deadline Extension:**

(Provided in case the Board calls this item up to a public hearing)

**Approve the Request:**

In the case of Dayton Street Townhomes Plan Completion Deadline Extension, we approve this request and grant an extension of the deadline to finalize the plans and submit cash in lieu for the P06-013 FDP, and the P06-014 Final Plat applications until March 24, 2017.

**Deny the Request**

In the case of Dayton Street Townhomes Plan Completion Deadline Extension, we deny this request and do not grant further extension of the deadline to finalize the plans and submit cash in lieu for the P06-013 FDP, and the P06-014 Final Plat applications.

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

The applicant has 60 days from the date of this determination to resolve the plans and cash in lieu, or the applications will be closed.



4521 E. Virginia Ave.  
Suite 200  
Denver, CO 80246

T: 303.377.6601  
F: 303.377.6656

Ms Jan Yeckes  
Planning and Zoning Division  
Arapahoe County Public Works and Development  
10730 E. Briarwood Ave, Suite 100  
Centennial CO 80112-3853

Re: P06-013 South Dayton Street Townhomes Subdivision  
Filing No. 1

MNA, Inc, on behalf of 1301 Dayton Street Townhomes, LLC, owner/developer of the above reference project, is hereby requesting an extension of the Final Development Plan and Final Subdivision Plat approvals and the submittal of the cash-in-lieu fees until March 24, 2017. Previous extensions have been granted. The extension is based on the depressed housing market.

The Final Development Plan and Plat were approved by the Board of County Commissioners on February 5, 2007. The project is an infill project located west of the intersection of East Idaho Place and South Dayton Street in un-incorporated Arapahoe County consisting of 25 townhome units contained in 5 buildings.

We appreciate your consideration of this request.

Respectfully,  
**MNA, Inc.**

A handwritten signature in blue ink, appearing to read 'Naim G. Nassar', written in a cursive style.

Naim G. Nassar, P.E., S.E.  
President and CEO  
**1301 Dayton Street Townhomes, LLC**  
A Colorado Limited Liability Company

cc. Bill Skinner, Arapahoe County Planning

# Request for Extension

Dayton Street Townhomes Extension to 2017

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

WHEREAS, on February 6, 2007, by the adoption of Resolution No.070069 and 070070, the Board of County Commissioners of Arapahoe County approved the request submitted by Niam Nassar, representing the owner, South Dayton Street townhomes LLC for Cases No. P06-013 South Dayton Street Townhomes Subdivision Filing No. 1 Final Plat and P06-014, South Dayton Street Townhomes Final Development Plan subject to the requirements of the County's Land Development Code and said Resolution; and

WHEREAS, the Land Development Code provides for a 12 month extension of various planning cases upon approval by the Planning Division Manager, which was approved on March 10, 2008; and

WHEREAS, there are no specific provisions in the Land Development Code for extensions beyond the 12 month time period; and

WHEREAS, because there are no specific provisions and because of the extenuating circumstances confronting Niam Nassar, the applicant has previously requested and been approved for additional extensions of time by the Board of County Commissioners; and

WHEREAS, Niam Nassar has requested an extension of time for submittal of documentation required by the County's Land Development Code until March 24, 2017, and this request is brought before the Board of County Commissioners for deliberation and consideration; and

WHEREAS, the Planning staff has recommended that this request for an extension of time be approved;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County, Colorado, to hereby approve an additional extension of time for submittal of final mylars to be completed no later than March 24, 2017, for Cases No. P06-013 South Dayton Street Townhomes Subdivision Filing No. 1 Final Plat and P06-014, South Dayton Street Townhomes Final Development Plan.

The vote was:

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

The Chair declared the motion carried and so ordered.

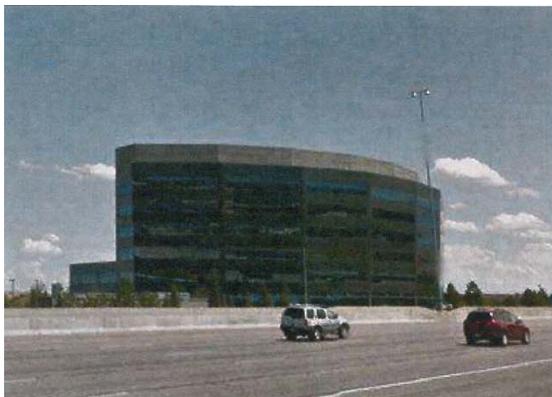


## Board Summary Report

**Date:** July 6, 2016  
**To:** Board of County Commissioners  
**Through:** Jan Yeckes, Planning Division Manager  
**From:** Bill Skinner, Senior Planner  
**Subject:** Case # P16-003 – Inverness No. 61, Lot 1, Final Development Plan, 4<sup>th</sup> Amendment – AT&T Logo Sign

### Purpose

The applicant, Persona, on behalf of the property owner, Ax Inverness LP, has submitted final development plan amendment application P16-003. This application proposes the installation of a 7' diameter AT&T logo sign on the office building located at 161 Inverness Drive West. This application seeks to amend FDP Case No. P96-023 which did not include provisions for building mounted signs.



Before (no sign)



After (with sign)

### Sign scale and appearance

The proposed building mounted sign appears to be of an appropriate scale for a building of this size, and does not overwhelm the facade of the building.

### Neighborhood Concerns

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

The attached staff report was 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 Amendment appears to be in conformance with the goals and intent of Arapahoe County Comprehensive Plan.
2. The PDP directs an applicant to the LDC for direction regarding signage. The FDP Amendment is not consistent with signage size standards enumerated in the LDC. However, The LDC provides a provision for the Board to further amend the signage allowed in an FDP. As such, this FDP application does comply with the LDC guidance provided regarding signage as amended by the Board within the confines on an approved PUD.
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 unanimously for a recommendation of approval with staff conditions based on the findings stated in the staff report.

### **Discussion**

The proposed sign appears to be appropriately sized for this location. Staff has determined that this application is ready for a determination from the Board of County Commissioners.

### **Links to Align Arapahoe**

This proposal is aligned with Align Arapahoe Outcome *Improve the County's Economic Environment* as it can foster *Business Growth* by increasing awareness of AT&T's presence in Arapahoe 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 does not appear to cause any significant fiscal impacts to the County. The County will collect sign permit fees if the sign is installed.

### **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

**BOARD OF COUNTY COMMISSIONER HEARING DRAFT MOTIONS for P16-003:**  
(Provided in case the Board calls this item up to a public hearing)

**Recommend Conditional Approval:**

(This motion is consistent with the staff recommendation):

In the case of P16-003, Inverness No. 61, Lot 1, Final Development Plan 4th Amendment – AT&T Logo Sign, 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 P16-003, Inverness No. 61, Lot 1, Final Development Plan 4th Amendment – AT&T Logo Sign, 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 a public hearing, we deny this application based on the following findings:

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

**Continue to Date Certain:**

In the case of P16-003, Inverness No. 61, Lot 1, Final Development Plan 4th Amendment – AT&T Logo Sign, I move to continue the hearing to [date], 9:30 a.m., to obtain additional information and to further consider the information presented.

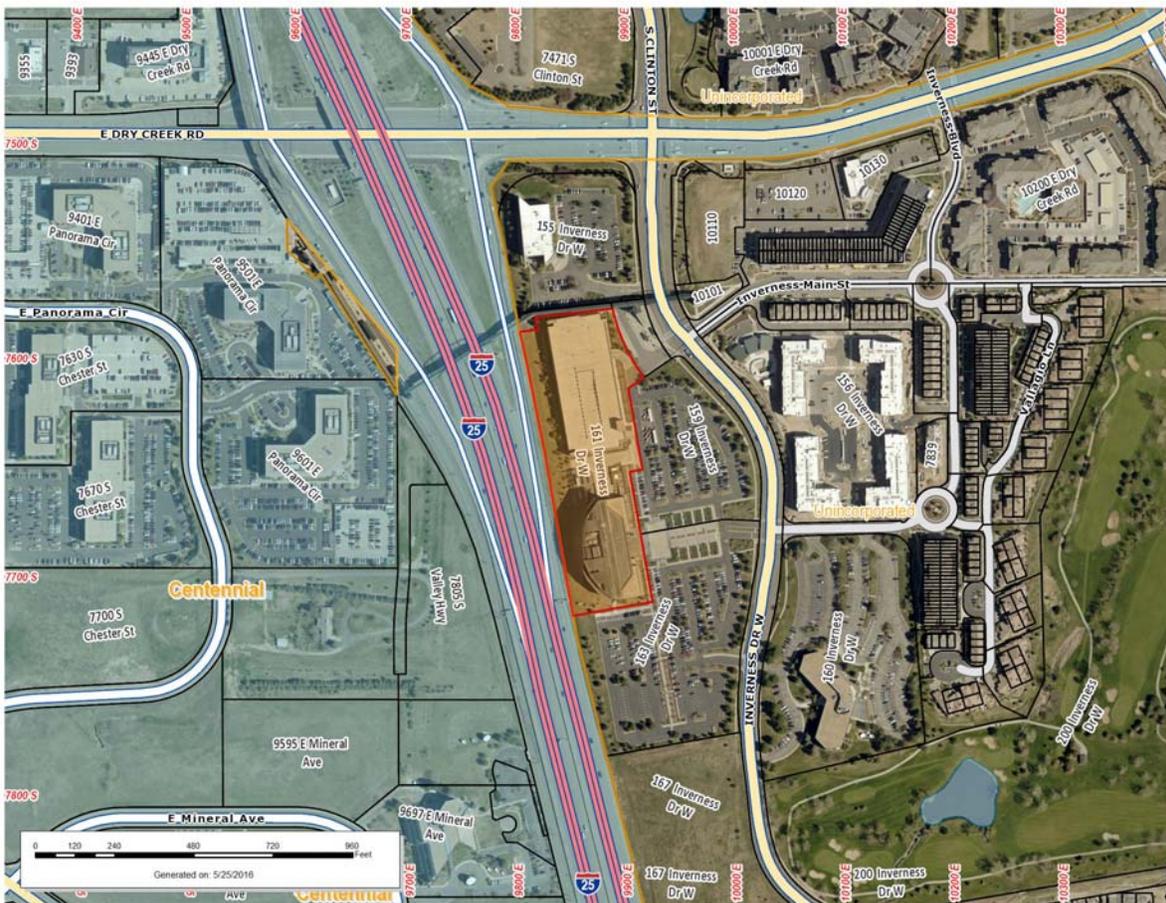
ARAPAHOE COUNTY PLANNING COMMISSION  
PUBLIC HEARING  
JUNE 7, 2016  
6:30 P.M.

Case No. P16-003, Inverness No. 61, Lot 1, Final Development Plan  
4<sup>th</sup> Amendment – AT&T Logo Sign

BILL SKINNER, SENIOR PLANNER

MAY 25, 2016

**LOCATION:** This proposal is for Lot 1 of Inverness Subdivision Filing No. 61 which is located west of the intersection of Inverness Drive West and Inverness Main Street, adjacent to Interstate 25 in Commissioner District No. 2.



Vicinity Photo

**ADJACENT SUBDIVISIONS, ZONING, AND LAND USES:**

North of the site is a parking structure that serves the subject property. The zoning is Mixed Use Planned Unit Development (MU PUD)

South of the subject property is a lot known as Inverness Subdivision No. 61 Lot 2. Lot 2 is currently undergoing a final development plan process that requests approval of a new office building. This site will have no line of site to the proposed sign installation. The zoning is Mixed Use Planned Unit Development (MU PUD)

West of the site is Interstate 25 and the RTD light rail right of way, including the Dry Creek light rail station. Beyond the Interstate and light rail are lots in various stages of development existing in the City of Centennial. The zoning is determined by the City of Centennial, and these lots are zoned Business Park 100 (BP100) which allows for the development of offices and enclosed light industrial uses in a campus-like setting, and Urban Center (UC) which implements the Arapahoe Urban Center (AUC) sub-area plan allowing for urban redevelopment in the AUC area, and provides standards for other future transit influenced planning areas.

East of the site is are parking lots that serve this building and the site of the building being considered for the lot south of the subject property. The zoning is Mixed Use Planned Unit Development (MU PUD). Vallagio residential units located farther east, across Inverness Drive West will have no line of sight to the proposed sign, which would face I-25.

**PROPOSAL:**

The applicant, Persona, on behalf of the property owner, Ax Inverness LP, has submitted final development plan amendment application P16-003. This application proposes the installation of a 7' diameter AT&T logo sign on the office building located at 161 Inverness Drive West. This application seeks to amend FDP Case No. P96-023 which did not include provisions for building mounted signs.



Before (no sign)



After (with sign)

**Sign scale and appearance**

The proposed building mounted sign appears to be of an appropriate scale for a building of this size, and does not overwhelm the facade of the building.

### Neighborhood Concerns

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

### Process determination

It was determined that the absence of accommodations for building mounted signs in the underlying approved FDP, and the size of the proposed sign exceeded the staff's authority to process this request as an administrative amendment.

It was also determined that the Board does have the authority to amend approved signage provisions for PUDs, per the following Land Development Code regulation:

Section 12-302(F) Planned Unit Developments (P.U.D.'s): Signs within P.U.D.'s shall comply with the provisions set forth within the Preliminary and/or Final Development Plan for the parcel, as approved and/or amended by the Board of County Commissioners.

### **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 an "Employment Center." The Comprehensive Plan recommends primary uses be "Workplace uses such as research and development offices, major service and office center complexes, etc." As a corporate office owner identification sign, the proposed sign appears to be appropriate in an area designated as an Employment Center by the County's Comprehensive Plan.

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

#### 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.**

This proposal does not impact the local infrastructure.

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

This proposal does not impact the adjacent uses, with the exception that it can be seen from some other properties. The sign's location on the northwest facing corner of the building limits sightlines to properties north and west of the property. The building's position adjacent to the east side of Interstate 25 means that properties with a light line to this sign will largely be those located across the interstate. The physical width and dominating presence of the interstate right of way, the combined distraction of vehicles using the interstate, and light generated by those vehicles and roadway lighting on the interstate all blend together to create an intensely active environment in front of and below the proposed sign. Given that condition, the addition of this logo sign overlooking the interstate does not appear to be excessive, and should not create undue impacts to the natural environment.

Staff would also call attention to signs existing on the west side of the interstate in this area, including the very large Jones University sign, and the existing IKEA sign, both of which are significantly larger than the sign proposed with this FDP Amendment.

- 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.**

This proposal does not require public services.

- 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.**

This requirement is not applicable to this proposal.

- 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.**

This proposal will not generate hazards, beyond the possibility of the sign falling from the building and landing on something. This possibility is minimized by the

Building Permitting Division's review of construction details during the building permit review process.

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

This requirement is not applicable to this proposal.

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

This requirement is not applicable to this proposal.

- 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 proposed sign is located on the west side of the building, and is not visible from properties east of the building, and so should not impact mountain views. People who could see the sign would be looking east at the sign, and would be looking away from the mountains. In either event, the sign is mounted on an existing building, and does not increase the surface area of the obstruction to views from any direction.

- 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.**

This requirement is not applicable to this proposal

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 comment (the proposal does not have any engineering impacts or requirements)
Arapahoe County Zoning	No comment
Arapahoe County Planning	Comments have been addressed

Arapahoe County Building Dept.	Building permits are required
Arapahoe County Mapping	No comment (the proposal does not have any mapping impacts or requirements)
Architectural Review - IPACC	No comments
Centennial Airport	No response
City of Centennial	No response
CDOT	Comments indicate that the sign complies with CDOT regulations governing such. Additional information regarding the necessity of a CDOT permit is being sought, and is the responsibility of the applicant.
Fire District - South Metro	No response
Vallagio HOA	No response

**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 Amendment appears to be in conformance with the goals and intent of Arapahoe County Comprehensive Plan.
2. The PDP directs an applicant to the LDC for direction regarding signage. The FDP Amendment is not consistent with signage size standards enumerated in the LDC. However, The LDC provides a provision for the Board to further amend the signage allowed in an FDP. As such, this FDP application does comply with the LDC guidance provided regarding signage as amended by the Board within the confines on an approved PUD.
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 P16-003, Inverness No. 61, Lot 1, Final Development Plan 4th Amendment – AT&T Logo Sign 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 on the following page)

## **DRAFT MOTIONS:**

### **Recommend Conditional Approval:**

(This motion is consistent with the staff recommendation): In the case of P16-003, Inverness No. 61, Lot 1, Final Development Plan 4th Amendment – AT&T Logo Sign, 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 recommend this case favorably to the Board of County Commissioners 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 P16-003, Inverness No. 61, Lot 1, Final Development Plan 4th Amendment – AT&T Logo Sign, the Planning Commission have read the staff report dated May 25, 2016 and received testimony at the public hearing. Based on the information presented and considered during a public hearing, recommend denial to the Board of County Commissioners based on the following findings:

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

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

In the case of P16-003, Inverness No. 61, Lot 1, Final Development Plan 4th Amendment – AT&T Logo Sign, I move to continue the hearing to [date], 6:30 p.m., to obtain additional information and to further consider the information presented.

## **Attachments**

Application, Engineering Staff Report, Referral Comments, Exhibits

01/06/2016

Arapahoe County Public Works & Development

Planning Division

6924 S Lima St

Centennial, CO 80112

RE: AT&T Sign @ Inverness 22/ 3<sup>rd</sup> Amendment

Dear Public Works and Development:

Our company, Persona, on behalf of the property owner, Ax Inverness LP, is proposing a project within the unincorporated Arapahoe County. The project is located at: Township 5 Mapplatb 437 2 Subdivision cd 036128 Subdivisionname Inverness Sub 61<sup>st</sup> Flg Lot 001. The project includes 5.57 acres, 239,910 building square footage, and 1.085 floor area ratio. The location is currently zoned MU.

We are proposing the following amendment to the final development plan at this location. All of the signage will conform to the signage regulations set forth by the Inverness Metropolitan District guidelines. The guidelines are different than what is currently allowed by Arapahoe County and since this property does need approvals from both the Inverness Metropolitan District and Arapahoe County to install signage, it would be in the best interest of this property to amend the final development plan so that all signage that follows the Inverness Metropolitan District guidelines would be permitted by the county. Currently, AT&T is proposing a 7' Globe Logo to be installed on the parapet of the North East corner of the building facing I-25. This sign conforms to the requirements of the Inverness Metropolitan District as they allow a logo sign to be installed on the parapet wall that can be up to 80% of the height of that parapet wall. This sign has already been approved by both the Inverness Metropolitan District and the owners of the building.

AT&T has hired Persona Inc. from Watertown, South Dakota to manufacture and coordinate the installation of the sign on this property. Dan Pickering is our point of contact at Persona. Persona has contracted with a local sign company, Eclipse Sign to secure the actual sign permit and to install the sign. Mike Johnson is the point of contact at Eclipse Sign.



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

**Land Development Application  
 Formal**

Form must be complete

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

APPLICANT/REPRESENTATIVE: <b>Eclipse Sign Co Mike Johnson</b>	ADDRESS: <b>15866 W 7th Ave Unit A Golden, CO 80401</b>  PHONE: <b>303-888-9323</b> FAX: EMAIL: <b>mike@eclipsesign.com</b>	SIGNATURE:  NAME:  TITLE:
OWNER(S) OF RECORD: <b>Ax Inverness LP c/o Hannay Realty Advisors</b>	ADDRESS: <b>1700 Broadway, Suite 650 Denver, CO 80290</b>  PHONE: <b>720-399 1461</b> FAX: EMAIL: <b>jbackstrom@hannayra.com</b>	SIGNATURE:  NAME:  TITLE:
ENGINEERING FIRM: <b>LINK Engineering L.L.C</b>	ADDRESS: <b>135 South David Lane Knoxville, TN 37922</b>  PHONE: <b>865-539-4001</b> FAX: EMAIL:	CONTACT PERSON: <b>Imad N. Kashif</b>

Pre-Submittal Case Number: **15-099** Pre-Submittal Planner: **Bill Skinner** Pre-Submittal Engineer: **Spencer M Smith**

Parcel ID no. (AIN no.)	<b>2075-34-1-09-006</b>
Address:	<b>161 Inverness Dr West, Englewood, CO 80112</b>
Subdivision Name & Filing:	

EXISTING		PROPOSED
Zoning:		
Case/Project/Subdivision Name:	<b>Inverness 22/L1 lcg @ Inverness Dr W/ 2nd FDP</b>	<b>AT&amp;T sign @ Inverness 22/ Third Amendment</b>
Site Area (Acres):	<b>5.557</b>	
Floor Area Ratio (FAR):	<b>1.085</b>	
Density (Dwelling Units/Acre):		
Building Square Footage:	<b>239,910 sf</b>	
Disturbed Area (Acres):	N/A	
Related Case Numbers: (Final/Preliminary Development Plan, Rezoning, and/or Plat )	<b>286-032 P99-118 P96-023</b>	<b>A06-008</b>

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

THIS SECTION FOR OFFICE USE ONLY										
Case No:		Planning Manager:		Engineering Manager:						
Planning Fee:	Y	N	\$	Engineering Fee:	Y	N	\$			

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

Bill,

Below are my comments pertaining to the AT&T logo on the building located at Township 5 Map plat b 437 2 Subdivision  
cd 036128 Subdivision name Inverness Sub 61st Flg Lot 001.

All signing visible to Interstate 25 or any other State Highway must be in compliance with the State of Colorado Rules pertaining to Roadside Advertising, signing must be On-Premise in nature. Please see our RULES GOVERNING OUTDOOR ADVERTISING IN COLORADO 2 CCR 601-3(6.02).

Below are some key points to take into consideration.

Rules Governing Outdoor Advertising in Colorado  
2 CCR 601-3

The purpose of an “on premise sign” is to advertise the principal or primary activities, goods or services available upon the premises, or to identify the property upon which the sign is located and may direct the traveling public to the closest entrance to the premises located upon that property, or to advertise the property upon which the sign is located for sale or lease. An on-premise sign must be located upon the same property as the premise activity advertised.

Premises as defined in the rules are as follows 2 CCR 601-3(1.00)(1.25): “Premises” means the central, actual physical location where an activity is routinely conducted. The premises includes the primary structures, parking facilities and private roadways if they are necessary to the principal activity.

On-Premise Signs that Identify the Property upon which They Are Located.

1. An On-Premise Sign identifying the property upon which it is located shall contain only the:

- a. Name of the property,
- b. Type of property,
- c. Logo, and/or
- d. Name of the owner of the property

D. An On-Premise Sign does not include:

1. A Sign that advertises activities, goods, or services not available upon the property.
2. A Sign that consists principally of brand name or trade name advertising of a product or service which is only incidental to the principal activity conducted upon the premises.
3. A Sign which brings in rental income to the premise/property and /or Sign owner. [23 C.F.R. 750.709]

I am attaching a full version of the above cited rules. Please let me know if you have any questions.

Thank You,

**Brandi Kemper**  
**Outdoor Advertising Control Inspector**  
Region 1 Permits Unit

# LOT 1, INVERNESS SUBDIVISION FILING NO. 61 FOURTH AMENDED FINAL DEVELOPMENT PLAN

## LEGAL DESCRIPTION

LOT 1, INVERNESS SUBDIVISION FILING NO. 61,  
CONTAINING 242,626 SQUARE FEET OR 5.570 ACRES MORE OR LESS.

## AMENDMENT HISTORY

FIRST AMENDED

INVERNESS NORTH PRELIMINARY DEVELOPMENT PLAN INCORPORATES THE INVERNESS NORTH BUSINESS PARK AND SOUTH VALLEY INDUSTRIAL PARK PRELIMINARY DEVELOPMENT PLANS. THE ORIGINAL PDP FOR INVERNESS BUSINESS PARK WAS APPROVED ON MAY 18, 1982. THE ORIGINAL PDP FOR SOUTH VALLEY INDUSTRIAL PARK WAS APPROVED ON JUNE 7, 1977.

THE FIRST AMENDMENT TO THE PRELIMINARY DEVELOPMENT PLAN FOR INVERNESS BUSINESS PARK SETS FORTH THE FOLLOWING CHANGES AS DESCRIBED:

1. INCREASE IN F.A.R. FROM 0.6:1.0 TO 1.0:1.0.
2. INCREASE IN BUILDING HEIGHT FROM 100' TO 120'.
3. REDISTRIBUTION OF ALLOWED USES.
4. ADDED DEFINITION OF SETBACKS AND PARKING STANDARDS.

THE FIRST AMENDMENT TO THE PRELIMINARY DEVELOPMENT PLAN FOR SOUTH VALLEY INDUSTRIAL PARK SETS FORTH THE FOLLOWING CHANGES AS DESCRIBED:

1. DEFINITION OF F.A.R. AS 1.0:1.0.
2. INCREASE IN BUILDING HEIGHT FROM 50' TO 120'.
3. ADDED DEFINITION OF SETBACKS, PARKING, AND OPEN SPACE STANDARDS.

THE ZONED PARCEL UNDER CONSIDERATION IS MIXED USE-PLANNED UNIT DEVELOPMENT (M.U.-P.U.D.) THE PROPERTY CHANGED ZONING FROM MIXED USE, LIGHT INDUSTRIAL, AND OPEN TO MIXED USE, CASE NO. Z86-32.

PRELIMINARY AND FINAL PLAT THE PLANNING COMMISSION MET ON THE EVENING OF APRIL 30, 1996 AT A SPECIAL MEETING HEARD AND RECOMMENDED APPROVAL OF P96-021, INVERNESS SUBDIVISION FILING NO. 22, PRELIMINARY PLAT TO THE BOARD OF COUNTY COMMISSIONERS. AT THE BOARD OF COUNTY COMMISSIONERS MEETING OF JULY 7, 1996, THE BOARD APPROVED THE FINAL PLAT FOR INVERNESS SUBDIVISION FILING NO. 22.

FINAL DEVELOPMENT PLAN - CASE NO. P96-023 THE PLANNING COMMISSION MET ON THE EVENING OF JUNE 4, 1996 AT A PUBLIC HEARING TO HEAR THIS PROPOSAL. THE PLANNING COMMISSION RECOMMENDED FAVORABLY WITH CONDITIONS. THE BOARD OF COUNTY COMMISSIONERS APPROVED THE FINAL DEVELOPMENT PLAN ON JUNE 10, 1996 FOR INVERNESS SUBDIVISION FILING NO. 22.

THE SECOND AMENDMENT TO THE FINAL DEVELOPMENT PLAN CASE NO. P99-118 FOR INVERNESS BUSINESS PARK SETS FORTH THE FOLLOWING CHANGES AS DESCRIBED:

1. INCREASE OF ACTUAL F.A.R.
2. BUILDING SETBACKS AND DISTANCE BETWEEN BUILDINGS.
3. INCREASE OF OFF STREET PARKING.
4. INCREASE OF BUILDING COVERAGE.
5. INCREASE OF OPEN (LANDSCAPE) COVERAGE.
6. 2 ADDITIONAL OFFICE BUILDINGS AND 2 ADDITIONAL PARKING STRUCTURES.

THE THIRD AMENDMENT TO THE FINAL DEVELOPMENT PLAN CASE NO. A06-008 FOR LOT 1, INVERNESS SUBDIVISION FILING NO. 22 SETS FORTH THE FOLLOWING CHANGES AS DESCRIBED:

1. BUILDING SETBACKS HAVE BEEN REDUCED FROM 15' TO 8' AT THE NORTH PROPERTY LINE ONLY AND DISTANCE BETWEEN BUILDINGS HAS BEEN REDUCED FROM 30' TO 8' AT THE NORTH PROPERTY LINE FOR THE PEDESTRIAN BRIDGE.

THIS FOURTH AMENDMENT TO THE FINAL DEVELOPMENT PLAN CASE NO. P16-003 FOR LOT 1, INVERNESS SUBDIVISION FILING NO. 61 (FORMERLY LOT 1, INVERNESS SUBDIVISION FILING NO. 22) SETS FORTH THE FOLLOWING CHANGES AS DESCRIBED:

1. ALLOW FOR AN ON-BUILDING LOGO/SIGN

## CERTIFICATE OF OWNERSHIP

I \_\_\_\_\_ HEREBY AFFIRM THAT I AM THE OWNER OR AUTHORIZED AGENT OF ALL INDIVIDUALS HAVING OWNERSHIP INTEREST IN THE PROPERTY DESCRIBED HEREIN, KNOWN AS LOT 1, INVERNESS SUBDIVISION FILING NO. 61 (CASE NO. P16-003).

OWNER OF RECORD OR AUTHORIZED AGENT \_\_\_\_\_

STATE OF \_\_\_\_\_ S.S.

COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 20\_\_\_\_ BY \_\_\_\_\_

AS \_\_\_\_\_ OF \_\_\_\_\_ AN AUTHORIZED SIGNATORY.

BY \_\_\_\_\_ WITNESS MY HAND AND SEAL

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PART OF THE NORTHEAST ONE-QUARTER OF SECTION 34  
TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN  
COUNTY OF ARAPAHOE, STATE OF COLORADO  
(FORMERLY LOT 1, INVERNESS SUBDIVISION FILING NO. 22)



GRAPHIC DETAIL NTS

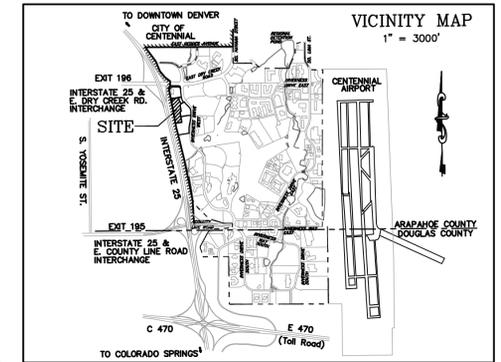
NOTE: SIGN NOT TO PROTRUDE MORE THAN 9 INCHES FROM WALL UPON WHICH IT IS MOUNTED.



EXISTING  
(I-25 SOUTHBOUND VIEW)



PROPOSED  
(I-25 SOUTHBOUND VIEW)



## DEVELOPMENT CRITERIA COMPARISON CHART

	PDP (Z86 032)	PARCEL 2 FDP (P96-023)	FIRST AMENDMENT FDP (A96-021)	SECOND AMENDMENT FDP (P99-118)	THIRD AMENDMENT FDP (A06-008)	FOURTH AMENDMENT FDP (P16-003)
LAND AREA	34.97 AC	16.1 AC	15,859 AC	15,859 AC	15,634 AC	5,570 AC
ZONING	MU	MU	MU	MU	MU	MU
PERMITTED USE	GENERAL OFFICE & AUTO PARKING	GENERAL OFFICE & AUTO PARKING	GENERAL OFFICE & AUTO PARKING	GENERAL OFFICE & AUTO PARKING	GENERAL OFFICE & AUTO PARKING	GENERAL OFFICE & AUTO PARKING
BUILDING SETBACKS:						
FRONT:	25' MINIMUM	50'	50'	25' MINIMUM (38' ACTUAL-DUE TO DECELERATION LANE)	25' MINIMUM (38' ACTUAL-DUE TO DECELERATION LANE)	25' MINIMUM (38' ACTUAL-DUE TO DECELERATION LANE)
SIDE:	15' MINIMUM	15'	15'	15' MINIMUM (25' ACTUAL)	15' MINIMUM (6' MINIMUM AT NORTH SIDE)	15' MINIMUM (6' MINIMUM AT NORTH SIDE)
REAR:	15' MINIMUM	50'	50'	15' MINIMUM (50' ACTUAL)	15' MINIMUM (50' ACTUAL)	15' MINIMUM (50' ACTUAL)
I-25 R.O.W.:	35' MINIMUM			35' MINIMUM	35' MINIMUM	35' MINIMUM
FRONT:	25' MINIMUM			25' MINIMUM	25' MINIMUM	25' MINIMUM
BUILDING HEIGHT:	120' MAXIMUM	120' MAXIMUM	120' MAXIMUM	120' MAXIMUM	120' MAXIMUM	120' MAXIMUM
DISTANCE BETWEEN BUILDINGS:	30' MINIMUM	10' MINIMUM	10' MINIMUM	30' MINIMUM AS PER PDP	8' MINIMUM	8' MINIMUM
OFFSTREET PARKING:	OFFICE-1/330 S.F. GLA (734 REQUIRED)	OFFICE-1/195 S.F. GLA (1229 PROVIDED)	OFFICE-1/250 S.F. GLA (950 PROVIDED)	OFFICE-1/250 S.F. GLA (2173 REQUIRED)	OFFICE-1/250 S.F. GLA (2173 REQUIRED)	OFFICE-1/250 S.F. GLA (2173 REQUIRED)
% BUILDING COVERAGE:	40% MAXIMUM	40% MAXIMUM (5.5% ACTUAL)	40% MAXIMUM (5.5% ACTUAL)	40% MAXIMUM (34.7% ACTUAL)	40% MAXIMUM (35.2% ACTUAL)	40% MAXIMUM (35.2% ACTUAL)
% OPEN (LANDSCAPE) COVERAGE:	35% MINIMUM	35% MINIMUM (41.5% ACTUAL)	35% MINIMUM (41.5% ACTUAL)	35% MINIMUM (52.3% ACTUAL) (11.03% ACTUAL)	35% MINIMUM (53.1% ACTUAL) (11.20% ACTUAL)	35% MINIMUM (53.1% ACTUAL) (11.20% ACTUAL)
% ROAD COVERAGE:						
F.A.R.	1:1 MAXIMUM	1:1 MAXIMUM (1:0.4 ACTUAL)	1:1 MAXIMUM (1:0.37 ACTUAL)	1:1 MAXIMUM (1:0.85 ACTUAL)	1:1 MAXIMUM (1:0.85 ACTUAL)	1:1 MAXIMUM (1:0.85 ACTUAL)

## ACTUAL SITE COVERAGE

	ACTUAL	% OF LAND AREA	1ST AMENDMENT ACTUAL	1ST AMENDMENT % OF LAND AREA	2ND AMENDMENT ACTUAL	2ND AMENDMENT % OF LAND AREA	3RD AMENDMENT ACTUAL	3RD AMENDMENT % OF LAND AREA	4TH AMENDMENT ACTUAL	4TH AMENDMENT % OF LAND AREA
BUILDING COVERAGE:	38,823 S.F.	5.5%	38,823 S.F.	5.5%	103,360 S.F.	14.96%	103,360 S.F.	15.14%	103,360 S.F.	15.14%
PARKING GARAGE COVERAGE:	84,764 S.F.	12.1%	0 S.F.	0.0%	140,556 S.F.	20.35%	140,556 S.F.	20.59%	140,556 S.F.	20.59%
PARKING (PAVEMENT) COVERAGE:	286,615 S.F.	40.9%	371,379 S.F.	53.0%	13,668 S.F.	1.98%	13,668 S.F.	2.00%	13,668 S.F.	2.00%
OPEN (LANDSCAPE & ROAD) COVERAGE:	291,110 S.F.	41.5%	291,110 S.F.	41.5%	433,234 S.F.	62.71%	425,054 S.F.	62.27%	425,054 S.F.	62.27%
TOTAL LAND AREA	701,316 S.F. (16.1 AC)	100.0%	701,316 S.F. (16.1 AC)	100.0%	690,818 S.F. (15,859 AC)	100.00%	682,638 S.F. (15,634 AC)	100.00%	682,638 S.F. (15,634 AC)	100.00%
GROSS BUILDING AREA	270,000 S.F.±		259,000 S.F.±		589,151 S.F.±		589,151 S.F.±		589,151 S.F.±	
GROSS LEASABLE AREA (GLA)	250,000 S.F.		239,910 S.F.		548,213 S.F.±		548,213 S.F.±		548,213 S.F.±	
PARKING SPACES										
STANDARD GARAGE PARKING	-		-		1977 = 90.9%		1977 = 90.9%		1977 = 90.9%	
COMPACT GARAGE PARKING	-		-		385 = 17.9%		385 = 17.9%		385 = 17.9%	
HANDICAP GARAGE PARKING	-		-		29		29		29	
STANDARD SURFACE PARKING	-		-		25		25		25	
COMPACT SURFACE PARKING	-		-		0		0		0	
HANDICAP SURFACE PARKING	-		-		6		6		6	
TOTAL PARKING	1,181		942		2,422 (PROVIDED)		2,422 (PROVIDED)		2,422 (PROVIDED)	
PARKING RATIO	1/210		1/250		1/222		1/222		1/222	
F.A.R.	1:0.4		1:0.37		1:0.85		1:0.85		1:0.85	

## BUILDING STATISTICS

FLOOR	GLA	1ST AMENDMENT FLOOR	1ST AMENDMENT GLA	BLDG C. 2ND AMENDMENT FLOOR	BLDG C. 2ND AMENDMENT GLA	BLDG D. 2ND AMENDMENT FLOOR	BLDG D. 2ND AMENDMENT GLA
B	33,029 S.F.	B	37,823 S.F.	B	26,955 S.F.	B	30,371 S.F.
1	31,044 S.F.	1	34,739 S.F.	1	30,091 S.F.	1	28,058 S.F.
2	35,255 S.F.	2	36,096 S.F.	2	29,457 S.F.	2	26,457 S.F.
3	30,279 S.F.	3	31,570 S.F.	3	23,319 S.F.	3	23,319 S.F.
4	31,016 S.F.	4	33,141 S.F.	4	23,319 S.F.	4	23,319 S.F.
5	31,406 S.F.	5	32,533 S.F.	5	23,319 S.F.	5	23,319 S.F.
6	31,760 S.F.	6	34,008 S.F.	6	0 S.F.	6	0 S.F.
7	18,453 S.F.						
TOTAL GLA:	242,242 S.F.	TOTAL GLA:	239,910 S.F.	TOTAL GLA:	153,460 S.F.	TOTAL GLA:	154,843 S.F.

NO	DATE	BY	CHK'D	DESCRIPTION
1	2/11/2016	KB	LT	ORIGINAL DRAWING
2	5/7/2016	JN	LT	ARAPAHOE COUNTY DPT. REV.

AT&T ON BUILDING LOGO/SIGN

SIGN PLAN

AT&T

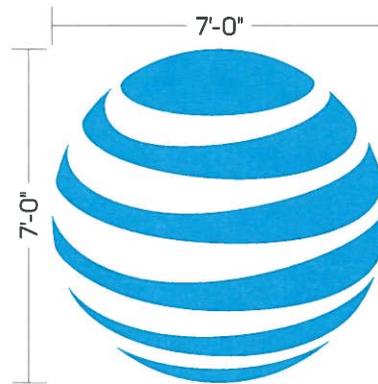


DESIGNED	L.T.	DATE	3/7/2016
DRAWN	K.B.	DWG. NAME	16101-FDP.DWG
CHECKED	L.T.	PROJECT NO.	16101 - ON BLDG SIGN
SCALE	AS SHOWN	SHEET	1 OF 1

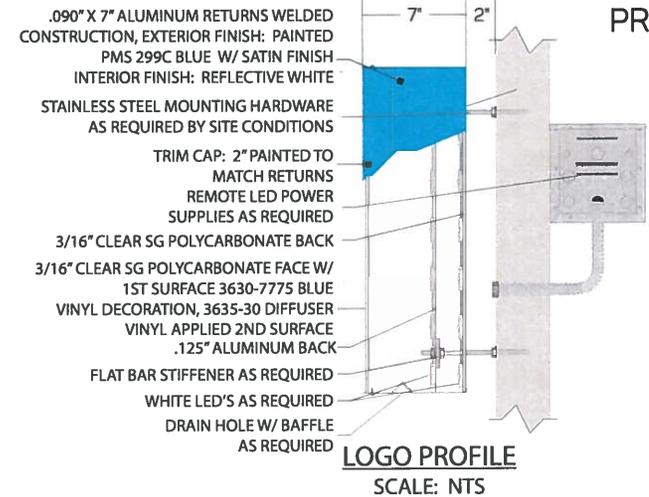


EXISTING

PROPOSED



GRAPHIC DETAIL  
SCALE: 1/4" = 1'-0"



**NOTE:** Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer: <b>AT&amp;T</b>	Date: <b>10/30/15</b>	Prepared By: <b>RM</b>	<small>Note: Color output may not be exact when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If these colors are incorrect, please provide the correct PMS match and a revision to this drawing will be made.</small>	 <p><b>persona</b> SIGNS   LIGHTING   IMAGE</p>	<p><b>DISTRIBUTED BY SIGN UP COMPANY</b> 700 21st Street Southwest PO Box 210 Watertown, SD 57201-0210 1.800.843.9888 • www.personasigns.com</p>
Location: <b>ENGLEWOOD, CO</b>	File Name: <b>138959 - R2 - ENGLEWOOD, CO - SIGN PACKAGE</b>	Eng: <b>-</b>			

## AMENDMENT TO THE FINAL DEVELOPMENT PLAN

**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 Persona, applicant, on behalf of Ax Inverness LP, owner, for the amendment of the Final Development Plan designated as Case No. P16-003, Inverness No. 61, Lot 1, Final Development Plan, 4<sup>th</sup> Amendment – AT&T Logo Sign ; and

WHEREAS, after a hearing on this matter, the Arapahoe County Planning Commission has made a [favorable] recommendation of said amendment subject to certain stipulations by Resolution of said Planning Commission; and

WHEREAS, this item was eligible for a consent agenda approval, no public notice was required or provided: and

WHEREAS, this item was placed on the consent agenda for the regularly scheduled meeting of the Board of County Commissioners held at the Arapahoe County Administration Building, 5334 South Prince Street, Littleton, Colorado, on the 19<sup>th</sup> day of July, 2016 at 9:30 o'clock AM at which time evidence was provided to the Board concerning said amendment request; and

WHEREAS, the administrative record for this Case includes, but is not limited to, all duly adopted ordinances, resolutions and regulations, together with all 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 applicant submittals; 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 only matters presented for approval with this Case are those items that are summarized in the Amendment History portion of the document contained in the Board's file for the Case, and then only to the extent summarized; and

WHEREAS, the public hearing was closed on 19<sup>th</sup> day of July, 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, and evidence presented to the Board and has concluded that the public health, safety, convenience and general welfare, as well as good zoning practice, justifies the 4<sup>th</sup> amendment of the Final Development Plan of Inverness No. 61, Lot 1., Case No. P16-003 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 4<sup>th</sup> Amendment of the Final Development Plan of Inverness No. 61, Lot 1, Case No. P16-003 be approved on the grounds that said amendment is compatible with development standards for the area; and that said amendment is the result of a desirable plan for land use presented by the applicant in the form of the above mentioned revised Final Development Plan.
2. Approval of this 4<sup>th</sup> amendment of the 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 4<sup>th</sup> amendment of the 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 preparing a mylar for signature by the Chairman of the Board of County Commissioners within sixty (60) days of this date and by continuing with the development of the property:
  - a) The applicant's compliance with the 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 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, including [stipulations] .
  - d) The applicant's performance of all commitments and promises made by the applicant or its representatives and stated to the Board on the record, or contained within the materials submitted to the Board.
4. Upon the applicant's completion of any and all changes to the revised final development plan mylar as may be required by this Resolution, the Chairman of the Board of County Commissioners is hereby authorized to sign same.
  5. That the Zoning Map of Arapahoe County shall be and the same is hereby amended to conform to and reflect said change in zoning.
  6. County planning, engineering and legal staff are authorized to make any changes to the mylar form of the approved document as may be needed to conform the documents to the form and content requirements of the County in existence at the time the documents are submitted for signature, and to make such other changes that are expressly stated by staff before the Board, or are recommended by staff in the written staff reports, or are referred to by the movant Commissioner. No other deviation or variance from the form and content of the documents submitted for the Board's consideration are approved except to the extent stated in this resolution.
  7. The County Attorney, with the concurrence of the planning and/or engineering case managers, is authorized to make appropriate modifications to the resolution and plan documents as needed to accurately reflect the matters presented to the Board and to record and clarify, as necessary, other aspects and ramifications of the Board's action.

The vote was:

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

The Chair declared the motion carried and so ordered.



ARAPAHOE COUNTY  
COLORADO'S FIRST

## Board Summary Report

**Date:** July 15, 2016  
**To:** Board of County Commissioners  
**From:** Diana Maes, Manager, BoCC Administration  
**Subject:** Colorado Opportunity Scholarship Initiative – Matching Student Scholarship Grant Agreement

### Request and Recommendation

The Arapahoe Community College Foundation requests the Chair of the Board of County Commissioners sign the Colorado Department of Higher Education Grant Agreement with Arapahoe Community College Foundation, Community College of Aurora Foundation (CCAF) for ACCF to serve as the designated not-for-profit foundation to administer the scholarship program.

### Background

The Governor and the General Assembly created the Colorado Opportunity Scholarship Initiative (COSI) with the goal of increasing the postsecondary credential completion and the preparedness of Colorado students to earn a livable wage, graduate with less debt and positively contribute to the growth of our state's economy.

COSI has designated funds for matching student scholarships in three specific categories: County-based grants, Institutions of Higher Education grants and Workforce Development grants. Arapahoe Community College Foundation (ACCF) is applying for the County-based grants. COSI is leveraging \$7 million of start-up funds. Based on the Free and Reduced Lunch Population, a criteria of COSI, Arapahoe County is eligible for \$741,633 of matching funds (\$316,820.54 in FY 2016/2017 and \$424,812.46 in FY 2017/2018).

The COSI grant proposal requires that the Board of County Commissioners support a designated not-for-profit foundation to administer the scholarship program. The BoCC previously agreed to have Arapahoe Community College Foundation (ACCF) serve as that designated foundation for Arapahoe County. The Chair previously signed a letter of intent and letter of support for ACCF to apply for the grant. ACCF is partnering with the Community College of Aurora Foundation (CCAF) to raise the matching funds. CCAF has committed to matching up to \$350,000 of the total amount eligible. ACCF will serve as the fiscal and administrative partner to the County.

ACCF is responsible for the receipt and distribution of funds. No funds will be handled by the County. The County does not have any fiscal or auditing responsibilities. The state will annually audit ACCF. ACCF is required to provide a performance report to the County in June of 2017 and 2018. The County is not liable for any breach of the Agree by ACCF or CCAF. The Grant Agreement provides detailed process and benchmarks.

**Alternatives**

The BoCC could decide not to proceed with this agreement.

**Fiscal Impact**

There is no fiscal impact to the County.

**Reviewed by**

John Christofferson, Deputy County Attorney.

**RESOLUTION NO. 160**\_\_\_\_ It was moved by Commissioner \_\_\_\_ and duly seconded by Commissioner \_\_\_\_ to authorize the Chair of the Board of County Commissioners to sign the Colorado Department of Higher Education Grant Agreement with Arapahoe Community College Foundation, Community College of Aurora Foundation (CCAF) for ACCF to serve as the designated not-for-profit foundation to administer the scholarship program, 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.

**STATE OF COLORADO**  
**Colorado Department of Higher Education**  
**Grant Agreement**  
**with**  
**Arapahoe Community College Foundation, Community College of Aurora Foundation, and Arapahoe**  
**County**

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**1. PARTIES**

This Grant Agreement (hereinafter called “Grant”) is entered into by and among Arapahoe Community College Foundation (hereinafter called “Grantee”), Community College of Aurora Foundation (hereinafter called “CCAF”, Arapahoe County (hereinafter called “County”), and the STATE OF COLORADO, acting by and through the Colorado Department of Higher Education on behalf of the Colorado Opportunity Scholarship Initiative (hereinafter called the “State” or “CDHE”).

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.**

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

**3. RECITALS**

**A. Authority, Appropriation, and Approval**

Authority to enter into this Grant exists in C.R.S. § 23-3.3-1001, *et seq.*, and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. § 23-3.3-1005 and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

#### **B. Consideration**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

#### **C. Purpose**

This Grant Agreement addresses the second phase of the Scholarship Initiative, which is to build a scholarship fund leveraged by matching funds from nonprofit and private donors designed to incentivize increased scholarship giving in the State of Colorado. These dollars are intended to complement the services offered by student support programs that received funding during the first phase of the Scholarship Initiative, and to expand upon other student support services in the state.

Grant awards for matching student scholarships are intended to generate greater availability of scholarship dollars for Colorado students demonstrating need, promote scholarship programs that include student support services, encourage communities to create or leverage foundations that assist students with the costs of higher education and encourage pursuit of a degree or credential, and to align tuition assistance programs with workforce development programs.

The Scholarship Initiative shall distribute grants for matching student scholarships to entities committed and able to provide matching funds, and not directly to students. Grants will be awarded in three specific categories: County-based grants, Institution of Higher Education Grants, and Workforce Development grants. Criteria for matching student scholarships in each of the three categories will be determined and published annually in the initiative's request for proposal for matching student scholarship grants.

Arapahoe is a grant recipient in the County-Based category of matching student scholarship grants. Per Arapahoe County's response to the initiative's request for proposal for matching student scholarship grants, herein incorporated by reference, the County has designated Grantee to receive Grant Funds designated to provide student tuition assistance in the Arapahoe County area. CDHE, the County, Grantee, and CCAF agree that (i) Grantee will receive and administer such Grant Funds to Grantee and CCAF in accordance with all requirements of 8 CCR 1504-9, (ii) Grantee and CCAF will provide those Services described in **Exhibit A**, the Statement of Work, (iii) Grantee and ACCF will contribute matching funds towards the Arapahoe County COSI grant in an amount equivalent to the amount provided by the State, up to the maximum amount set forth in **§7.A**, and as described in **Exhibit A** and (iv) Grantee will timely provide proof of matching funds from Grantee and ACCF prior to disbursement of funds by the State using the commitment letter, attached as **Exhibit D**.

#### **D. References**

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### **4. DEFINITIONS**

The following terms as used herein shall be construed and interpreted as follows:

#### **A. Budget**

"Budget" means the budget for the Work described in **Exhibit A**.

#### **B. Evaluation**

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in **§6** and **Exhibit A**.

#### **C. Exhibits and other Attachments**

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Statement of Work), **Exhibit B** (Annual Budget), **Exhibit C** (Grantee Report), and **Exhibit D** (Commitment Letter).

**D. Fiscal Year or FY**

“Fiscal Year” or “FY” means the State’s fiscal year, which begins on July 1 of each calendar year and ends on June 30 of the following calendar year.

**E. Goods**

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

**F. Grant**

“Grant” means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

**G. Grant Funds**

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

**H. Matching Funds**

“Matching Funds” means scholarship funds raised by Grantee to satisfy the 1:1 funding match required by 8 CCR 1504-9 §2.04. Qualifying funds shall be funds that are raised or designated by Grantee specifically to satisfy the 1:1 contribution requirement for the purposes of this Grant and funds that were not previously directly or indirectly used to support existing scholarships.

**I. Party or Parties**

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

**J. Program**

“Program” means the Colorado Opportunity Scholarship Initiative grant program that provides the funding for this Grant.

**K. Review**

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6 and **Exhibit A**.

**L. Services**

“Services” means the required services to be performed by Grantee pursuant to this Grant.

**M. Subgrantee**

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

**N. Tuition Assistance**

“Tuition Assistance” means financial assistance to an eligible student of an eligible institution, including such financial assistance as is necessary to pay the costs of tuition, fees, books, housing, food, and transportation.

**O. Work**

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit A**, including the performance of the Services and delivery of the Goods.

**P. Work Product**

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

**5. TERM**

**A. Initial Term-Work Commencement**

The Parties respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate September 1, 2018 unless sooner terminated or further extended as specified elsewhere herein.

**B. Two Month Extension**

The State, at its sole discretion upon written notice to Grantee as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to

prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

## 6. STATEMENT OF WORK

### A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit A** on or before September 1, 2018. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

### B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

### C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

## 7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

### A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$741,633.00**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit A**. The maximum amount payable by the State to Grantee during each State fiscal year of this Grant shall be:

<b>\$316,820.54 in FY 2016/2017</b>
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<b>\$424,812.46 in FY 2017/2018</b>
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### B. Payment

#### i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant or in **Exhibit A** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

#### ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State. Uncontested amounts not paid by the State within 45 days may, if Grantee so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Grantee shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

#### iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or

otherwise become unavailable to fund this Grant, the State may immediately terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

**iv. Erroneous Payments**

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other Grants, grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

**v. Invoice Schedule**

The State will disburse Grant Funds to Grantee according to the invoice schedule, attached as **Exhibit B**. Disbursements according to the invoice schedule are contingent on the Grantee's ability to raise matching funds for the purpose of this Grant. Payments of Grant Funds per the invoice schedule will not be administered until proof of funds (**Exhibit D**) has been received to the satisfaction of CDHE. The invoice schedule will reflect that matching funds provided by Grantee shall be used prior to the distribution of Grant Funds for the benefit of individual students receiving scholarships.

**C. Use of Funds**

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**, the Budget. Grantee may adjust budgeted expenditure amounts up to 10% within each line item of the Budget without approval of the State, so long as the Grantee provides CDHE with advance notice of adjustments to the Budget in writing. Adjustments in excess of 10% shall be authorized by the State in an amendment to this Grant. The State's total consideration shall not exceed the maximum amount shown herein.

**D. Matching Funds**

Grantee shall provide matching funds on a 1:1 basis as stated in **Exhibit B** and 8 CCR 1504-9 §2.04.1.1, up to the maximum amount set forth in **§7.A**. Grantee shall report to the State regarding the fundraising status of such funds using the commitment letter, attached as **Exhibit D**.

**8. REPORTING - NOTIFICATION**

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

**A. Performance, Progress, Personnel, and Funds**

Grantee shall submit a report to the State upon expiration or before termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in **Exhibit A**.

**B. Litigation Reporting**

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of CDHE.

**C. Performance Outside the State of Colorado and/or the United States**

*[Not applicable if Grant Funds include any federal funds]* Following the Effective Date, Grantee shall provide written notice to the State, in accordance with **§16 (Notices and Representatives)**, within 20 days of the earlier to occur of Grantee's decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this **§8.C** shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Grantee to provide notice to the State under this **§8.C** shall constitute a material breach of this Grant.

**D. Noncompliance**

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Grant.

## **E. Subgrants**

Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

## **9. GRANTEE RECORDS**

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

### **A. Maintenance**

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) until the last to occur of the following: (i) a period of three years after the date this Grant is completed or terminated, or (ii) final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

### **B. Inspection**

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or inequity in lieu of or in conjunction with such corrective measures.

### **C. Monitoring**

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

### **D. Final Audit Report**

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

## **10. CONFIDENTIAL INFORMATION-STATE RECORDS**

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

### **A. Confidentiality**

Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

### **B. Notification**

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

**C. Use, Security, and Retention**

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

**D. Disclosure-Liability**

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this **§10**.

**11. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

**12. REPRESENTATIONS AND WARRANTIES**

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

**A. Standard and Manner of Performance**

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

**B. Legal Authority – Grantee and Grantee's Signatory**

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

**C. Licenses, Permits, Etc.**

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar

requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

**D. Signatures/E-delivery**

A manually signed copy of the Agreement or any other Transaction Documents delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

**13. INSURANCE**

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

**A. Grantee**

**i. Public Entities**

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each Grant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

**ii. Non-Public Entities**

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

**B. Grantee and Subgrantees**

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

**i. Worker's Compensation**

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Subgrantee employees acting within the course and scope of their employment.

**ii. General Liability**

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Subgrantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

**iii. Automobile Liability**

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

**iv. Additional Insured**

Grantee and the State shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

**v. Primacy of Coverage**

Coverage required of Grantee and Subgrantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

**vi. Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

**vii. Subrogation Waiver**

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

**C. Certificates**

Grantee and all Subgrantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Subgrantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any subgrant, Grantee and each Subgrantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

**14. BREACH**

**A. Defined**

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

**B. Notice and Cure Period**

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

**15. REMEDIES**

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

**A. Termination for Cause and/or Breach**

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

**i. Obligations and Rights**

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all

Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

**ii. Payments**

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

**iii. Damages and Withholding**

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

**B. Early Termination in the Public Interest**

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

**i. Method and Content**

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

**ii. Obligations and Rights**

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

**iii. Payments**

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

**C. Remedies Not Involving Termination**

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

**i. Suspend Performance**

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance

with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

**ii. Withhold Payment**

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

**iii. Deny Payment**

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

**iv. Removal**

Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

**v. Intellectual Property**

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

**16. NOTICES and REPRESENTATIVES**

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**A. State:**

Shelley Banker
Deputy Director – Colorado Opportunity Scholarship Initiative
Colorado Department of Higher Education
1560 Broadway, Suite 1600
Denver, CO 80202
shelley.banker@dhe.state.co.us

**B. Grantee:**

Courtney Loehfelm
Executive Director
Arapahoe Community College Foundation
5900 S Santa Fe Drive, Campus Box 43
Littleton, CO, 80160
courtney.loehfelm@arapahoe.edu

**C. Arapahoe County:**

Nancy Sharpe
VP, Arapahoe County Board of County Commissioners
Arapahoe County

5334 S. Prince St.
Littleton, CO 80120
nsharpe@arapahogov.com

**D. Community College of Aurora Foundation**

John Wolfkill
Executive Director
Community College of Aurora Foundation
9202 East Severn Place, North Quad, Room 213
Denver, CO 80230
John.Wolfkill@CCAurora.edu

**17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State’s exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee’s obligations hereunder without the prior written consent of the State.

**18. GOVERNMENTAL IMMUNITY**

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

**19. STATEWIDE GRANT MANAGEMENT SYSTEM**

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Grant management system.

Grantee’s performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee’s performance shall be part of the normal Grant administration process and Grantee’s performance will be systematically recorded in the statewide Grant Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee’s obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee’s obligations. Such performance information shall be entered into the statewide Grant Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel & Administration (Executive Director), upon request by the CDHE, and showing of good cause, may

debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

## **20. GENERAL PROVISIONS**

### **A. Assignment and Subgrants**

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or Subgrantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

### **B. Binding Effect**

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

### **C. Captions**

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

### **D. Counterparts**

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

### **E. Entire Understanding**

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

### **F. Indemnification-General**

Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

### **G. Jurisdiction and Venue**

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

### **H. Modification**

#### **i. By the Parties**

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

#### **ii. By Operation of Law**

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

### **I. Order of Precedence**

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,
- ii. The provisions of the main body of this Grant,
- iii. **Exhibit A,**
- iv. **Exhibit B,**
- v. **Exhibit C,**
- vi. **Exhibit D.**

**J. Severability**

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

**K. Survival of Certain Grant Terms**

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

**L. Taxes**

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

**M. Third Party Beneficiaries**

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party, except that County and CCAF shall be third-party beneficiaries of this Grant. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

**N. Waiver**

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

**O. CORA Disclosure**

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

**21. COLORADO SPECIAL PROVISIONS**

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

**A. 1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

**B. 2. FUND AVAILABILITY. CRS §24-30-202(5.5).**

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

**C. 3. GOVERNMENTAL IMMUNITY.**

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

#### **D. 4. INDEPENDENT CONTRACTOR**

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits will be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

#### **E. 5. COMPLIANCE WITH LAW.**

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

#### **F. 6. CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

#### **G. 7. BINDING ARBITRATION PROHIBITED.**

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

#### **H. 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

#### **I. 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

#### **J. 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.**

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

#### **K. 11. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.**

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

**L. 12. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.**

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

SPs Effective 1/1/09

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**22. SIGNATURE PAGE**

Grant Routing Number

**THE PARTIES HERETO HAVE EXECUTED THIS GRANT**

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

<p style="text-align: center;"><b>GRANTEE</b> <b>Arapahoe Community College Foundation</b></p> <p>By: Courtney Loehfelm Title: Executive Director</p> <hr/> <p style="text-align: center;">*Signature</p> <p>Date: _____</p> <p style="text-align: center;"><b>COUNTY</b> <b>Arapahoe County</b></p> <p>By: Nancy Sharpe Title: VP, Arapahoe County Board of County Commissioners</p> <hr/> <p style="text-align: center;">*Signature</p> <p>Date: _____</p> <p style="text-align: center;"><b>Community College of Aurora Foundation</b> <b>CCAF</b></p> <p>By: John Wolfkill Title: Executive Director, Community College of Aurora Foundation</p> <hr/> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>John W. Hickenlooper, Governor</b> Department of Higher Education Colorado Opportunity Scholarship Initiative</p> <hr/> <p>By: Diane C. Duffy – Chief Operating Officer Signatory avers to the State Controller or delegate that Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: _____</p>
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**ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

**STATE CONTROLLER  
Robert Jaros, CPA, MBA, JD**

**By:** \_\_\_\_\_

Michelle Zale, Controller, Colorado Department of Higher Education

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

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## **EXHIBIT A – STATEMENT OF WORK**

### **1. GRANTEE GOALS AND OBJECTIVES**

#### **1.1 Grantee Goals:**

With the combined total of \$1,483,266.00 in State allocation and matching funds provided by the Arapahoe Community College (ACC) Foundation, the Community College of Aurora (CCA) Foundation and Arapahoe County, Grantee will use matching scholarship grant funds to address the missions of the Foundations and support approximately 1,000 students through a multi-year scholarship. Grantee will use 2.5% of the combined total of Grantee matching funds and State funds, \$37,081.65, for administration support.

#### **1.2 Grantee Objectives**

**Objective 1:** Award approximately 1,000 scholarships, of approximately \$1,300 - \$1,500 per academic year. Awards will be subject to a student's academic performance and need.

**Objective 2:** Continue to work towards the ACC and CCA Foundation missions of increasing scholarship support, by engaging approximately 1,000 students in their respective scholarship programs. Provide student success resources by offering advising support, financial aid advice, tutoring services, career advising and overall college support, to increase completion and graduation rates.

**Objective 3:** The CCA Foundation will support the county and has committed to raise \$80,000 in matching funds by July 1, 2016 through new donors or undesignated funds. By November 1, 2016, the Grantee (ACC Foundation) will support the county and has committed to raising \$70,910.27 through summer art festival fundraising and new donors and CCA Foundation will raise \$80,000 through new donors or undesignated funds. By April 1, 2017 the Grantee (ACC Foundation) has committed to raising \$70,910.27 in matching funds through fall wine fundraising and new donors and CCA Foundation will raise \$15,000 through new donors or undesignated funds. By July 1, 2017 the Grantee (ACC Foundation) has committed to raising \$70,910.27 through spring luncheon fundraising and new donors and the CCA Foundation have committed to raise \$80,000 through new donors or undesignated fund. By November 1, 2017 the Grantee (ACC Foundation) has committed to raising \$70,910.27 through summer spring luncheon fundraising and new donors and CCA Foundation has committed to raise \$80,000 through new donors or undesignated funds. By April 1, 2018, the Grantee (ACC Foundation) has committed to raising \$70,910.27 through fall wine fundraising and new donors and CCA Foundation will raise \$15,000 through new donors or undesignated funds. Total, the CCA Foundation has committed to raising \$350,000. The ACC Foundation has committed to raising \$354,551.35.

### **2. GRANTEE IMPLEMENTATION PLAN**

#### **2.1 Timeline**

Grantee will disperse scholarship awards to students in fall, spring and summer for 2016-2017 and fall, spring and summer for 2017-2018 academic years.

### **3. ASSURANCES**

Grantee agrees to the following Assurances:

1. Grantee will annually provide DHE and the County with evaluation information required by Exhibit C.
2. Grantee will work with and provide requested data to DHE for the Colorado Opportunity Scholarship Initiative Matching Student Scholarship Grant within the time frames specified in the Data Use Agreement between Grantee and State, to be executed simultaneously with this Grant.
3. During year one, a mandatory one-day review of grant goals will be required for grant managers.

4. Grantee will not discriminate against any student with regard to race, gender, national origin, color, disability, or age.
5. Grantee will provide proof of matching funds provided by an approved matching partner, as outlined in Exhibit D.
6. Grant Funds will be used to provide tuition assistance dollars as defined in this Grant and Grant Funds will be administered by the appropriate fiscal agent.
7. Funded projects will maintain appropriate fiscal and program records and fiscal audits of this program will be conducted by the Grantee as a part of its regular audits.
8. If any findings of misuse of these Grant Funds are discovered, Grant Funds will be returned to CDHE.
9. Grantee will maintain sole responsibility for the project even though Subgrantees may be used to perform certain services.
10. Grantee will comply with any applicable state and federal rules and regulations governing the distribution of scholarships, including all requirements imposed by 8 CCR 1504-9.
11. Grantee will distribute Grant Funds only to Colorado students whose income is determined to be between 0 and 100% or between 100 and 250% of the maximum permissible income for the purpose of determining eligibility for PELL grants. Grantee agrees that, to the extent possible, scholarships will be evenly distributed between students who are eligible for federal PELL grants and students whose household incomes are determined to be between 100 and 250% of the maximum permissible income for the purpose of determining eligibility for PELL grants.
12. Grantee agrees to consider the following criteria when determining a student applicant's eligibility to receive tuition assistance: courses of study, commitment to academic achievement, work experience, community involvement, and extracurricular activities.
13. Designated staff members will attend two, one-day leadership and best-practices symposia during each calendar year of the grant cycle.
14. Project modifications and changes in the approved budget must be requested in writing and be approved in writing by DHE **before** modifications are made to the expenditures. Grantee must contact Shelley Banker ([shelley.banker@dhe.state.co.us](mailto:shelley.banker@dhe.state.co.us), 303-974-2673) prior to making any modifications to the approved budget.

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**EXHIBIT B – BUDGET**

<b>Summary of Budget for FY 16-17 and 17-18</b>	
Fall 2016 – Summer 2018 – approximately 1,000 students	\$1,446,184.35
Administrative fees equal to 2.5% of the grant, allowable in the Request for Proposals for county-based grants.	\$37,081.65

The State will disburse Grant Funds to Grantee according to the invoice schedule below. The invoice schedule is contingent on the Grantee’s ability to raise 1:1 matching funds for the purpose of this Grant. Payments from the State per the invoice schedule will not be administered until proof of funds (using the template attached as **Exhibit D**) has been received. The invoice schedule shall first outline the use of matching funds, prior to the distribution of state funds for the benefit of individual students receiving scholarships. The Grant start date will be the effective date. The Grant termination date will be September 1, 2018. The State intends to administer three (3) payments in FY 2016-2017, and four (4) payments in FY 2017-2018.

<b>Proposed Invoice Schedule</b>				
<b>Month</b>	<b>Year</b>	<b>CDHE Amount</b>	<b>Match Amount</b>	<b>Source</b>
JUL	2016		\$80,000	Grantee Match
JUL	2016	\$80,000		Colorado Department of Higher Education
NOV	2016		\$150,910.27	Grantee Match
NOV	2016	\$150,910.27		Colorado Department of Higher Education
APR	2017		\$85,910.27	Grantee Match
APR	2017	\$85,910.27		Colorado Department of Higher Education
JUL	2017		\$150,910.27	Grantee Match
JUL	2017	\$150,910.27		Colorado Department of Higher Education
NOV	2017		\$150,910.27	Grantee Match
NOV	2017	\$150,910.27		Colorado Department of Higher Education
APR	2018		\$122,991.92	Grantee Match
APR	2018	\$85,910.27		Colorado Department of Higher Education
APR	2018	\$37,081.65		Colorado Department of Higher Education – Administrative fee *
<b>Total</b>		<b>\$741,633.00</b>	<b>\$741,633.00</b>	<b>Total Award Amount including Grantee Match</b>

\*Grantee will use \$37,081.65 in administrative fees equal to 2.5% of the combined total of Grantee matching funds and State funds, allowable for county-based grants.

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## EXHIBIT C – GRANTEE REPORT

Grantee must submit a performance report to DHE and the County on or before June 30, 2017, following the completion of the first year of grant funding and on or before June 30, 2018 following the completion of the second year of grant funding, and on or before June 30, 2019 following the completion of the third year of grant funding.

1. Grantee will provide a brief description (1-2 pages) of the current status of Grantee's project. Grantee will describe the extent to which Grantee has implemented all program activities and components planned for this reporting period. Grantee will highlight major outcomes, successes, and concerns.
2. The mission of the Colorado Opportunity Scholarship Initiative is to increase postsecondary credential completion and preparedness of Colorado students to earn a livable wage, graduate with less debt, and positively contribute to the growth of their state's economy. Grantee will describe the ways in which Grantee's project is furthering the mission of the Scholarship Initiative. The written portion of the Grantee Report is an opportunity to share qualitative data and special circumstances that otherwise would not be reflected in quantitative results.
3. Grantee will describe the progress that Grantee's project has made towards accomplishing the objectives of Grantee's project for the applicable reporting period as outlined in Exhibit A, Statement of Work. Grantee will list all objectives in the table below, and indicate what activities have taken place, the quantitative results of those activities, and actions required (what, if any, changes do you intend to make in response to the results that you have seen?). Grantee may change the page layout of this table to landscape, if needed.

<b>Objectives:</b>	<b>Activities:</b>	<b>Results:</b>	<b>Actions Required:</b>
List the approved objectives from your grant application.	List the activities that have been conducted to meet the objective.	Has the objective been met? If not, what progress have you made in reaching the objective?	Are you planning to make changes to the grant in response to the results?

4. Annual program benchmarks. Using information provided pursuant to the Data Use Agreement, the State will evaluate Grantee's program and community on the measurements based on the evaluation criteria as defined in 8 CCR 1504-9. Grantee may be required to participate in additional research in addition to those listed in this Grantee Report.
  - Reductions in remediation rates and associated costs;
  - Increases in graduation rates;
  - Reductions in average time required to earn a degree;
  - Increases in student retention rates;
  - Reductions in disparities between the academic achievements of certain student populations based on demographic, geographic, and economic indicators;
  - Adoption of best practices for student support services;
  - Fulfillment of local workforce needs;
  - Reductions in student loan debt;
  - Improvements in tuition affordability; and
  - Improvements in students' access to federal grant programs and other federal sources of support for postsecondary students.

**EXHIBIT D – PROOF OF FUNDS LETTER**

[Date]

Shelley Banker  
Deputy Director, Colorado Opportunity Scholarship Initiative  
Colorado Department of Higher Education  
1560 Broadway Street, Suite 1600  
Denver, CO 80210

Dear Shelley,

May this letter serve as [Grantee’s] certification that [amount] in new scholarship dollars have been rased to match the State’s allocation of 1:1 Matching Student Scholarship grants.

These new funds were raised leveraging the state’s match, and were obtained from the following sources:

[State source of funds.]

- Individuals:
- Foundations:
- Corporations:
- Special Events:
- Other:
- **Total:**

With the signature(s) below, the board of [grantee] agrees to the above statements.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
[title]



**ARAPAHOE COUNTY**  
COLORADO'S FIRST

## Board of County Commissioners

5334 South Prince Street  
Littleton, Colorado 80120-1136  
Phone: 303-795-4630  
Fax: 303-738-7894  
TDD: 303-795-4644  
www.arapahoegov.com  
commissioners@arapahoegov.com

May 2, 2016

Lieutenant Governor Joe Garcia  
130 State Capitol  
Denver, CO 80203

Dear Lieutenant Governor Garcia,

**NANCY A. DOTY**  
*District 1*

**NANCY N. SHARPE**  
*District 2*

**ROD BOCKENFELD**  
*District 3*

**NANCY JACKSON**  
*District 4*

**BILL L. HOLEN**  
*District 5*

The Arapahoe County Board of County Commissioners recognizes the importance of the Colorado Opportunity Scholarship Initiative's goal of increasing postsecondary credential completion and the preparedness of Colorado students to earn a livable wage, graduate with less debt and positively contribute to the growth of our state's economy. We understand that it takes a community to empower a new generation of learners, to build a workforce and to strengthen our economy.

The Board is pleased to designate the Arapahoe Community College Foundation as the single not-for-profit organization requesting a total grant award of \$741,633, based on Arapahoe County's Free and Reduced Lunch population.

In partnership with the Arapahoe Community College Foundation, the Community College of Aurora Foundation will also work to match the funding from the Colorado Opportunity Scholarship Initiative, making available a total of \$1,483,266 in new scholarship support for students across Arapahoe County and the surrounding areas.

Both the Arapahoe Community College and Community College of Aurora Foundations have been successful in raising and distributing millions of dollars in student scholarship support during their existence. We welcome the opportunity to partner with you and generate additional matching funds.

Thank you for leading this important initiative.

Sincerely,

Nancy A. Doty, Chair  
Arapahoe County Board of County Commissioners

### MISSION

*Enhancing your quality of life through exceptional delivery of services and efficient use of public funds.*

**Step I: Letter of Intent**

*Notify initiative staff of your intent to apply by submitting the Letter of Intent form to: shellee.banker@dhe.state.co.us.*

**TO:** Colorado Department of Higher Education

**SUBJECT:** Colorado Opportunity Scholarship Initiative:  
Matching Student Scholarship Grant Letter of Intent

Please be advised that Arapahoe Community College Foundation (fiscal organization) intends to submit an application for the *Colorado Opportunity Scholarship Initiative Matching Student Scholarship Grant* on behalf of the following organizations or communities (applicant: list all counties, institutions of higher education, or workforce development program partners involved in the application process):  
Arapahoe County, Community College of Aurora Foundation

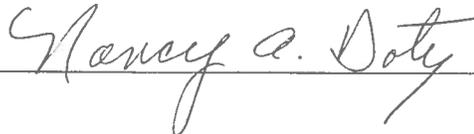
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**For county-based and institutional based grants only:**

Support allowing (fiscal organization) Arapahoe Community College Foundation to apply for funding on behalf of (applicant) Arapahoe County has been granted by (Board of County Commissioners/institutional advisory board or other designated authority)  
Nancy Doty.

**Authorized Representative's Signature:**



**Contact Person for the Proposal:** Courtney Loehfelm

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**Mailing Address:** 5900 S Santa Fe Drive, Littleton, CO 80160

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**Telephone:** 303.797.5914

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**Email:** Courtney.loehfelm@arapahoe.edu

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## Board Summary Report

**Date:** July 12, 2016

**To:** Board of County Commissioners

**Through:** Cheryl Ternes, Human Services Department Director

**From:** Bob Prevost, Deputy Director

**Subject:** Colorado Works (CW) and Colorado Childcare Assistance (CCCAP) Memorandum of Understanding between Arapahoe County and Colorado Department of Human Services Division (CDHS).

### **Purpose and Recommendation**

Arapahoe County Department of Human Services is requesting signature of the Chair of the Board of County Commissioners to sign the Colorado Works (CW) and Colorado Childcare Assistance (CCCAP) Memorandum of Understanding (MOU). This MOU is between Arapahoe County and the Colorado State Department of Human Services (CDHS) for fiscal year 2016-2017 and identifies the County's duties and responsibilities in implementing these programs. This MOU has been placed on the Consent Agenda annually and has not required a study session as directed by the BoCC.

### **Fiscal Impact**

***The fiscal impact is part of the programs already approved by the County and no additional fiscal impact will occur by this MOU.***

### **Reviewed By**

Bob Prevost, Deputy Director Community & Child Support Services, Human Services

Cheryl L. Ternes, Department Director, Human Services  
Suzanna Dobbins, Division Manager, Finance Division  
Michael Valentine, Deputy County Attorney

**RESOLUTION NO.** It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to authorize the Chair of the Board of County Commissioners to sign the Colorado Works (CW) and Colorado Childcare Assistance (CCCAP) Memorandum of Understanding (MOU) between Arapahoe County and the Colorado State Department of Human Services (CDHS) for fiscal year 2016- 2017 which identifies the County's duties and responsibilities in implementing these programs.

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**

**The State of Colorado Department of Human Services**

**and**

**The Board of County Commissioners or other elected governing body of**

**\_\_\_\_\_ County, Colorado**

This Memorandum of Understanding (or "MOU") is made this \_\_\_\_\_ day of \_\_\_\_\_, between the State of Colorado Department of Human Services (the "CDHS") and the Board of County Commissioners or other elected governing body of \_\_\_\_\_ County, Colorado (the "County").

CDHS is the sole state agency with the responsibility to administer or supervise the administration of the human services programs listed in CRS 26-1-201.

The Colorado General Assembly enacted Senate Bill 97-120 in response to the passage of the federal "Personal Responsibility and Work Opportunity Reconciliation Act of 1996" thereby adopting the Colorado Works Program ("Works Program") and the Colorado Child Care Assistance Program ("Child Care Program").

CRS 26-2-715 requires CDHS and the County to enter into an annual performance contract that explains the County's duties and responsibilities in implementing the Works Program and the Child Care Program.

CDHS and the County understand and agree that the services and assistance outlined in this MOU are subject to available appropriations by the General Assembly, and the County, and neither party will be obligated to provide services or assistance if adequate appropriations have not been made.

The following terms are agreed to by CDHS and the County:

**1. MOU MEETS PERFORMANCE CONTRACT REQUIREMENT**

The parties agree that the provisions of this MOU constitute compliance with CRS 26-2-715.

**2. TERM**

The term of this MOU will be from July 1, 2016 through June 30, 2017.

**3. REQUIRED DUTIES OF THE COUNTY**

- a) The County will administer and implement the Works Program and the Child Care Program using fair and objective criteria, and in compliance with federal law.
- b) The County will not reduce the basic assistance grant administered according to CRS 26-2-709, except as otherwise provided by law.
- c) The County will not restrict eligibility or the provisions of services, nor will it impose sanctions that are inconsistent with Part 7 of Article 2 of Title 26, C.R.S., or the State Plan submitted by CDHS to the federal government.
- d) For the term of this MOU, the County agrees to meet work participation rates equal to the federally required participation rate of 50% for all families and 90% for all two parent households. The percentages contained in this paragraph (d) represent the maximum work participation rates to which the County may be held during the term of this MOU. The County's agreement to meet the federally required participation rate is relevant to CDHS's anticipation that CDHS will, in turn, be able to meet any work participation rates imposed by the federal government.
- e) The parties acknowledge that the work participation rate is, as of the signing of this MOU, the only federally-mandated performance goal identified. This performance goal is in accordance with CRS 26-2-712 (4). The parties also acknowledge that, in an effort to help individuals prepare for and enter the

workforce, they are encouraged to adopt employment focused measures, as outlined under “OPTIONAL OUTCOME MEASURES” below.

- f) The County will maintain sufficient records, and will permit CDHS, its duly designated agents and/or representatives of the federal government, to inspect the records and will make such records available to CDHS as specified in CRS 26-2-717. The County must also continue to report to CDHS as currently required by CRS 26-2-716, 717 and shall report to the Department in the future as required by law. In addition, Counties or county departments that are covered entities or contracting parties to a Business Associate Agreement pursuant to the Health Insurance Portability & Accountability Act of 1996 (“HIPAA”) must comply with HIPAA as required by law.
- g) The County agrees to provide its adopted policies to CDHS, as required by CRS 26-2-716 (2.5). The County may, at its discretion, change the way in which it implements the Works and Child Care Programs in any manner that is still consistent with state and federal law. The County agrees to provide CDHS with updated written information, when or if, changes to these Programs are made. The County agrees to provide the information and policies specified in paragraph (g) herein to CDHS within thirty (30) days of their adoption and to update their Child Care Program county plan when changes impact the administration of such program.
- h) The parties agree that information and policies provided by the County to CDHS as described in paragraph (g) herein are for informational purposes, and are provided to assist CDHS in meeting its responsibilities with respect to these Programs. Nothing in this MOU gives CDHS the authority to approve, deny or require any County policies beyond what is required by statute or rule. The County acknowledges CDHS’s right to review, comment upon or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County department of human/social services director. The County maintains that it will consider such comments in its implementation of these Programs, but is not obligated to incorporate them.

#### **4. OPTIONAL OUTCOME MEASURES**

- a) Counties may submit a proposal as an attachment to this MOU, additional employment focused performance measures specific to employment. Such proposals may be submitted either at the time of execution or at any time during the period of this MOU. The proposal is limited to issues regarding the pursuit of programs, strategies, and associated evaluation plans that focus on improving employment outcomes and contribute to the evidence base for effective programs. In addition, terms and conditions will require either interim targets for each performance measure or a strategy for establishing baseline performance on a set of performance measures and a framework for how interim goals will be set after the baseline measures are established. The terms and conditions will establish consequences for failing to meet interim performance targets, including but not limited to, the implementation of an improvement plan and/or, termination of approved programs and strategies due to the county's or region's continued failure to meet performance targets.
- b) Upon approval of the proposal by CDHS, the county or region will be subject to the performance measures, interim goals, and other conditions set forth in the MOU addendum and negotiated work participation rates that take into account employment focused outcome measures and anticipated statewide case load credit reductions. .

#### **5. DUTIES OF CDHS**

- a) In consultation with the Counties, CDHS will oversee the implementation of the Works Program and the Child Care Program statewide, and will develop standardized forms that streamline the application process, the delivery of services, and the tracking of participants; and
- b) CDHS will monitor the County's provision of basic assistance grants, and if necessary, perform the duties outlined CRS 26-2-712(5)(e); and

- c) CDHS exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the Colorado Benefits Management System (CBMS) and its application relative to the Colorado Works Program. Because CBMS is a system that utilizes decision tables run by a rules engine for determining eligibility and amount of benefits, to the extent allowed by law, the counties shall be held harmless for erroneous decisions made by CBMS. Without limitation, this applies to erroneous eligibility decisions, erroneous determinations of amount of benefits, erroneous decisions resulting in overpayments and subsequent claims, and erroneous decisions resulting in underpayments and subsequent supplemental payments or restorative benefits. Counties will also not be accountable for any legal or recovery actions resulting from erroneous, inaccurate, or inadequate CBMS controlled notices to Colorado Works households. The State will hold counties harmless, and will not take recovery action against a county for any claim, including a legal claim that is defined as a CBMS system caused error. This hold harmless provision does not apply to any errors, claims or issues caused by a county's inaccurate data entry into the system, the county's failure to follow clear, reasonable, and lawful instructions, or failure to follow program rules formally adopted by the State Board of Human Services. This hold harmless provision does apply to CBMS training and data entry rules and/or any rules that are part of the CBMS rules engine.
- d) CDHS will develop and provide CBMS training for Works Program staff as required by CRS 26-2-712(7). (Training is available and provided by the Colorado Department of Healthcare Policy & Financing (HCPF) and CDHS); and
- e) CDHS exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the Child Care Automated Tracking System (CHATS) and its application relative to the Child Care Program. CHATS is a system that utilizes decision tables run by a rules engine for determining eligibility, to the extent allowed by law, the counties shall be held harmless for erroneous decisions made by CHATS. Without limitation, this

applies to erroneous eligibility decisions, erroneous decisions resulting in overpayments and subsequent claims, or erroneous decisions resulting in underpayments and subsequent supplemental payments. Counties will also not be accountable for any legal or recovery actions resulting from erroneous, inaccurate, or inadequate CHATS notices to Child Care households. The State will hold counties harmless, and will not take recovery action against a county for any claim, including a legal claim that is defined as a CHATS system caused error. This hold harmless provision does not apply to any errors caused by a county's inaccurate data entry into the system, the county's failure to follow clear, reasonable, and lawful instructions, or failure to follow program rules formally adopted by the State Board of Human Services. This hold harmless provision does apply to CHATS training and data entry rules and/or any rules that are part of the CHATS rules engine.

- f) CDHS will develop and provide CHATS training for Child Care Program staff. Training is available and provided by CDHS; and
- g) The amount identified for a county's level of spending shall be identified annually in the Allocation Agency Letter as required by CRS 26-2-712 and pursuant to CRS § 26-2-715.

## **6. SANCTIONS**

- a) Subject to limitations set forth herein, including those contained in paragraph 5(c) herein, if CDHS is subject to a federal sanction, CDHS may impose sanctions to counties pursuant to this MOU. Regardless of whether CDHS is subject to any federal sanction, CDHS may develop a remediation plan, as provided in this MOU, if, during the term of this MOU, the County engages in any of the following actions:
  - i. Misusing federal or state Works Program or Child Care Program funds, including receipts or recoveries that are not reported, where a federal or state law or regulation enacted before the use of the funds

requires the funds to be spent in a different way. County Works Program and Child Care Program funds that are misused will not qualify toward meeting the County maintenance of effort or County share requirements.

- ii. Failing to satisfy work participation rates as contained in this MOU and/or failing to meet performance measures as negotiated.
- iii. Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan.
- iv. Failing to comply with any other provision of the Colorado Works Program if such failure causes CDHS to incur a federal fiscal sanction.
- v. Failing to meet Child Care Program federal improper payment error rate guidelines.
- vi. Failing to comply with the Code of Colorado Regulations, Income Maintenance (Volume 3).

b) In any case where CDHS is considering a sanction or remediation plan for the County due to the County's failure to achieve its work participation rate or agreed-upon performance measure, CDHS will first follow the procedure for determining whether the County made a good faith effort to achieve its work participation rate or agreed-upon performance measure. In making its determination, CDHS, without limitation, shall consider documentation of the following:

- i. Implementation of an effective process for moving clients through programs and resources to obtain and maintain employment using the full range of countable federal work activities;
- ii. Implementation of a County procedure for encouraging participation at the required number of hours, such as incentives for meeting individualized plan hour commitments, an assessment and an individualized plan for all Works Program participants;
- iii. Accurate and timely data entry into CBMS for all Works program participants, including proper coding and work participation or

- negotiated data tracking, and any other documentation which may demonstrate a good faith effort;
- iv. County identification of problems in performance and implementation of an action plan to improve performance;
  - v. The County will be held harmless for any CBMS programming irregularities, missing or incomplete functionality necessary to support work programs and work participation documentation and/or implementation problems attributed to CDHS that affects documentation for work participation.
- c) CDHS will not sanction or develop a remediation plan for the County's failure to meet its performance measure(s) unless it was determined that the County did not make a reasonable, good faith effort to meet its performance measure(s). The process for a sanction (fiscal or non-fiscal) against the County by CDHS will be as follows:
- i. CDHS will provide the County thirty (30) days written notice of the proposed sanction before imposing any sanction. This notification will include the rationale of imposing the sanction, as well as all associated documentation, a calculation of the proposed sanction, and an indication of what constitutes a remedy or correction that will allow the County to avert the sanction, if any remedy or correction is possible. Any corrective action contained in the notice shall be specific to the action giving rise to the sanction, and shall not extend beyond such violation. Upon receiving such notice, the County has thirty (30) days to contest, explain, offer evidence of mitigating factors, and/or submit a corrective action plan to correct the alleged failure before CDHS imposes the sanction. CDHS shall allow the County corrective action plan to be implemented unless it is manifestly insufficient.
  - ii. If the County corrective action plan does not rectify the performance problem, CDHS will negotiate a remediation corrective action plan (RCAP) with the board of county

commissioners within thirty (30) days of CDHS' determination that the County corrective action plan has failed, in an effort to further the mutual goal of the successful operation of MOU-related programs. The RCAP shall be agreed to within thirty (30) days of failure of the corrective action plan specified herein. If the RCAP includes deployment of fiscal resources, the County will determine the source of such resources. The County's utilization of financial resources does not necessarily constitute fiscal sanction as contemplated by CRS § 26-2-716(4)(b) and the amount of the fiscal resources committed shall be mutually agreed upon, adequate to meaningfully attempt to correct the performance problem.

- iii. If the County fails to correct the action, and a sanction is imposed, the amount cannot be greater than that imposed by the federal government, and cannot exceed the amount expended by CDHS as a result of the County's failure to meet its obligation. If CDHS has incurred a sanction due to the failure of more than one County to meet its obligations, the County will only be sanctioned for its share of the sanction.
- iv. CDHS agrees to provide the County with all documents received from the federal government related to any proposed or imposed federal sanction within twenty (20) days of receipt, together with all CDHS documents related to the actions giving rise to that federal sanction, or that relate to the sanction process.

- c) If the County continues to deliberately or consistently fail to meet its obligation specified in this MOU, CDHS, at its sole discretion, may do the following:
  - i. CDHS (or its duly designated agent) may assume the County's administration and implementation of the Works Program and/or Child Care. In that event, CDHS will provide the County thirty (30) days written notice before assuming these duties. Upon receipt

of such notice, the County shall have the opportunity to contest, explain, offer evidence of mitigating factors, or to correct the failure before the Department assumes the duties.

- ii. CDHS may allocate the amount of moneys that are provided to the County as part of the County's block grant for the purpose of its administration and implementation of the Works Program in accordance with the formulas described in CRS 26-2-714.
- iii. CDHS will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS 26-2-717.

#### **7. DISCRETIONARY MATTERS**

The parties agree that all portions of Part 7 of Article 2 of Title 26, C.R.S., and Part 8 of Article 2 of Title 26, C.R.S. that grant discretion to either party regarding the administration of the Works or Child Care Programs in the County will not be affected by the execution of this MOU.

#### **8. SEVERABILITY**

To the extent that this MOU is executed, and performance of the obligations of the parties may be accomplished within the intent of the MOU, the terms of the MOU are severable. Thus, should any term or provision herein be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein. The waiver of any breach of term herein shall not be construed as a waiver of any other term, or of the same term upon subsequent breach.

#### **9. INTEGRATION OF UNDERSTANDING**

This MOU is intended as the complete integration of the understanding between the parties concerning the matters negotiated between them and incorporated in this MOU. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied in writing. No subsequent notation,

renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed by the parties.

The parties recognize the nature of the relationship between the County and the State. This relationship is governed more broadly by pertinent provisions of the Colorado Constitution and of state statutes and rules, including lawful rules promulgated by the State Board of Human Services. The parties further recognize that this MOU is not intended to supersede or change the relationship between the County and the State as established by any legal authority.

#### **10. NO THIRD PARTY BENEFICIARY**

This MOU is binding on CDHS and the County, as well as their respective successors and assigns. It is agreed that the enforcement of the terms and conditions of this MOU are reserved for CDHS and the County, to the extent permitted by law. Nothing contained in this MOU allows a claim or right of action by a third party. Any third party receiving services or benefits under the provisions of this MOU is deemed an incidental beneficiary.

#### **11. DISPUTE RESOLUTION**

Prior to the execution of this document, if the parties are unable to reach agreement concerning the inclusion of, or wording of, provisions of the MOU, either party may refer the dispute to the State Board of Human Services for resolution pursuant to the provisions of CRS 26-2-715(3).

Subsequent to the execution of this document, both parties will work in good faith to resolve a dispute arising from any provision of this executed MOU. If the parties are unable to resolve such dispute, any of the following non-binding mediation options are available by agreement of the parties:

- a) Mediation by the Governor or a third party of the Governor's choosing. Such review must be initiated by notice provided to the Governor and other party

by certified mail. Decision by the Governor or his appointed third-party is non-binding.

- b) Mediation by a dispute resolution panel, to consist of one County-designated member, one CDHS-designated member, and one member selected by the other two panelists. Each party must pay for its own costs and attorney fees, and will share equally in any fees paid to panel members. The panel's decision will be made by a majority vote of its members, and is non-binding.
- c) Mediation by the State Board of Human Services. If the State Board is requested to mediate, the provisions of CRS 26-2-715(3) concerning time limits and final effect of the State Board's decision will not apply. The State Board of Human Services' decision is non-binding.

None of these options will be a jurisdictional prerequisite to legal action by either party.

-----

REGGIE BICHA  
 STATE OF COLORADO  
 DEPARTMENT OF HUMAN SERVICES

\_\_\_\_\_  
Executive Director or Designee

COUNTY OF \_\_\_\_\_ COLORADO,  
by and through the BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_ County Clerk to the Board

DATE: \_\_\_\_\_



## Board Summary Report

**Date:** 07/05/2016  
**To:** Board of County Commissioners  
**Through:** Don Klemme, Community Resources Department Director  
**From:** T.J. Westphal, County Veterans Service Officer  
**Subject:** Veterans Service Officer Summary Report

### Direction/Information:

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

### Background

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

#### Burials:

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

#### Health Services:

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

#### Claims:

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

### Links to Align Arapahoe

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

**Discussion**

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

**Alternatives**

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

**Fiscal Impact**

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

**Concurrence**

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

**Attorney Comments**

If appropriate, include this section.

**Reviewed By:**

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

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



ARAPAHOE COUNTY  
VETERANS SERVICE OFFICE

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

For the month of June, 2016:

- The County Veterans Service Office prepared, presented and appealed claims for federal benefits to the Department of Veterans Affairs. The office also administered the Veterans Trust Fund for emergency financial assistance. Staff conducted all daily operations to include meeting with veterans and/or their dependents, conducting community outreach, processing legal correspondence and fielding calls related to claims, referrals and general inquiries.
- John Rossie gave **14 hours** of volunteer service to the County Veterans Service Office.
- Goals and Objectives:
  - Total phone calls processed: **1047**
    - Specific to current claim action/status: **65**
    - Appointments, referrals, general inquiries: **477**
  - Scheduled/walk-in appointments/home visits: **67**
  - Claims for federal benefits filed to the VA: **28**
  - Other applications and claim correspondence: **90**
  - Requests for military records and corrections: **5**
  - Veterans Trust Fund requests granted: **4**
  - New favorable award notifications received: **31**
    - 2016 Favorable decisions to date: **142**
    - 2016 VA claim award recoveries to date: **\$1,812,799.12**
- Training, Outreach and Community Events:
  - 06/01 – Community: Aurora Veterans Forum Monthly Meeting
  - 06/07 – Outreach: Benefits Presentation @ Medical Center of Aurora
  - 06/10 – Outreach: 2<sup>nd</sup> Annual Aurora Veterans Expo
  - 06/14 – Community: UVC Monthly Meeting
  - 06/21 – Outreach: Aurora Health Access Resource Fair

Respectfully Submitted,

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



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

County of **ARAPAHOE** Month of **JUNE 2016**

General Information		Request for Medical Records	
Telephone Calls	542	21-4142 & 21-4142a	2
Office Visits	67	<b>Military Records/Corrections</b>	
Home Visits	0	SF180	5
Outreach Visits	3	DD149	0
Community Events	2	DD293	0
Request for Medal	0	NA13075	0
Operation Recognition	0	Other	0
Correspondence Rec'd	15	<b>NSC Pension</b>	
Correspondence Written	53	21-527EZ	3
Info/Referral/Inquiries	477	21-8416	0
VCAA Notice	7	<b>Widows Pension</b>	
State Benefits	0	21-534EZ	2
Income Verifications	5	21-8416	0
<b>New Claims Initiated</b>		<b>DIC</b>	
21-22 CVA	25	21-5234EZ	1
21-22 others	0	<b>Waivers/Compromise</b>	
<b>SC Entitlement</b>		21-4138	0
21-526EZ New	18	21-5655	0
21-0966 Informal	10	<b>Appeals</b>	
21-526EZ New Issue	11	21-0985 NOD	3
21-526EZ Reopen	4	VA Form 9	0
21-526EZ Increase	2	<b>VA Home Loan</b>	
21-526EZ Secondary	1	26-1800	

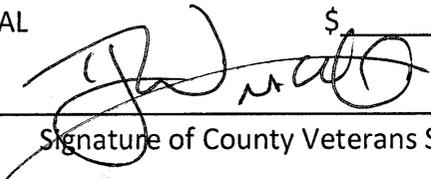
21-526EZ Reinstare	0	<b>Homeless Veterans Claims</b>	
21-526EZ IU	0	Service Connection	0
21-8940 IU	0	NSC Pension	0
21-4192 IU Employer	0	<b>Incarcerated Veterans</b>	
21-4138 SMC	0	21-526EZ Reinstatement	0
21-686c Dependency	8	21-4138 Apportionment	0
21-674 School Attendance	2	<b>Insurance Claims</b>	
<b>VA Healthcare</b>		29-357	0
10-10EZ	3	29-4364	0
10-10EZR	0	29-336 Beneficiary	0
10-10D CHAMPVA-DEP	0	29-4125 Lump Sum	0
10-7979A CHAMPVA	0	<b>VTF Requests</b>	
10-7959C CHAMPVA INS	0	Rental Assistance	1
<b>VOC REHAB</b>		Utilities Assistance	0
28-1900 CH31	0	Prescription Assistance	0
<b>MISC CLAIMS</b>		Food Assistance	3
21-8678 Clothing Allow	0	Transportation Assistance	0
21-4502 Adaptive Equip.	0	Clothing Assistance	0
26-4555 Housing	0	Other	0
10-0103 HISA Grant	0		
CRSC	0		
<b>Burial Allowance</b>			
21P-530	1		
40-1330	1		
21-2008	0		
26-1817	0		

**Certification by County Veterans Service Officer**

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

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

TOTAL \$ \_\_\_\_\_



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

7-5-16

\_\_\_\_\_  
Date

**Certification by County Commissioner or Designee**

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

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

\_\_\_\_\_ County

\_\_\_\_\_ Date

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

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

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



## Board Summary Report

**Date:** July 13, 2016  
**To:** Board of County Commissioners  
**Through:** Ron Carl, County Attorney  
**From:** John R. Christofferson, Deputy County Attorney  
**Subject:** Incentive Payment Agreement – JP Morgan Chase Bank, National Association

### Purpose and Recommendation

JP Morgan Chase Bank, National Association is requesting the Board to authorize the Chair to sign an Incentive Payment Agreement for refunds of 75% of the personal property taxes associated with the new business facilities located at the northeast corner of 6th Avenue and Gun Club Road in the City of Aurora, Colorado. This Agreement is for 5 years and involves tax years 2017 – 2021, with an option to extend the Agreement for two additional 5 year terms involving the tax years 2022- 2031.

### Background and Discussion

Pursuant to Section 30-11-123, CRS, the Board of County Commissioners has the authority to enter into agreements for refunds of personal property taxes levied for County purposes associated with expanded business facilities in the County or associated with existing business facilities that expand such that they qualify as “new” business facilities. The Board met with representatives of the Aurora Economic Development Council and JP Morgan Chase Bank, National Association at a study session on August 25, 2015, and generally agreed to the concept of an incentive payment agreement, subject to negotiating an acceptable contract. This agreement is a “standard” incentive payment agreement relating to an expanded business facility, is for a term of five (5) years, with an option to extend the Agreement for two additional 5 year terms, and involves a refund of 75% of the personal property taxes levied by the County.

### Alternatives

This is one of the few economic “incentives” available to a County.

### Fiscal Impact

Obviously, this is a refund of taxes received by the County and it reduces the funds available for other County expenditures. The statute allows for the County to adjust its tax levy to recoup the total of all incentive payments; however, the Board has not made such an adjustment in previous years.

### Reviewed by

John Christofferson, Deputy County Attorney  
Lisa Stairs, Business Analyst II, Finance Department

## INCENTIVE PAYMENT AGREEMENT

This Incentive Payment Agreement (“Agreement”) is entered into as of July 12, 2015, by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (the “County”) and JPMorgan Chase Bank, National Association (the “Taxpayer”).

WHEREAS, pursuant to the provisions of Sec. 30-11-123, C.R.S., the County has the authority to negotiate for incentive payments or credits with taxpayers who establish new business facilities or who expand existing business facilities; and

WHEREAS, pursuant to this legislation, a county and a taxpayer may negotiate a contract for an incentive payment or a credit from a county to a taxpayer relating to the new or expanded business facilities; and

WHEREAS, the County and the Taxpayer desire to negotiate a contract regarding a new business facility.

**NOW, THEREFORE, IT IS AGREED** by the County and the Taxpayer as follows:

1. The Taxpayer will establish a new state-of-the-art facility (the “Facility”) as defined in Section 39-30-105 (7)(e), C.R.S. located at the northeast corner of 6th Avenue & Gun Club Road in the City of Aurora, a municipality in Arapahoe County, Colorado.

2. The Taxpayer shall comply with all of the provisions of Sections 39-5-107 and 39-5-108, C.R.S., concerning the filing of personal property schedules associated with the taxable personal property located at or within the Facility and used in connection with the operation of the Facility.

3. The County shall make an annual incentive payment, to the Taxpayer, which payment shall equal seventy-five percent (75%) of the amount of taxes levied by the County for the County mill levy upon the taxable personal property directly attributable to such new business, located at or within the Facility and used in connection with the operation of the Facility. This incentive payment relates to the tax levied only by the Board of County Commissioners of Arapahoe County for county government and not to any other tax levied by another taxing entity.

4. These incentive payments to the Taxpayer shall be made by the County on or about September 1 of each year for five (5) years, beginning in September, 2018, as set forth in Exhibit A, provided the Taxpayer has complied with the provisions of Sections 39-5-107 and 39-5-108 C.R.S., provided the Taxpayer has paid, and is therefore not delinquent in the payment of, its property taxes, and the Taxpayer has complied with the provisions of this Agreement.

5. Prior to any payment from the County, the Taxpayer shall invoice the County by June 15<sup>th</sup>, beginning in the year 2018, for the incentive payment and provide the County with any documentation deemed necessary to meet the requirements of this Agreement.

6. The County shall inform the school district and the municipality, in which the Taxpayer's new business facility is located, of this Agreement. The Taxpayer shall be responsible for negotiating separate incentive payment agreements with the affected school district and the affected municipality (if any).

7. The term of this Agreement shall commence as of the date written above for tax year 2017 collected in 2018, and shall expire five (5) years later, after the 2021 tax year with taxes collected in 2021. After written request from the Taxpayer, this Agreement may be extended for two (2) additional five (5) year increments, not to exceed a total term of fifteen (15) years, at the County's sole discretion.

8. Pursuant to Section 29-1-110, C.R.S., financial obligations of the County payable as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. This Agreement may be terminated on January 1 as to any fiscal year for which funds are not appropriated. The County shall give the Taxpayer written notice of such nonappropriation.

9. The Taxpayer shall not assign or transfer its interest in this Agreement without the written consent of the County, which consent shall not be unreasonably withheld. Any unauthorized assignment or transfer shall render this Agreement null, void and of no effect as to the County.

10. This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in writing by the parties hereto.

11. In the event of default of any provision of this Agreement by the Taxpayer, the County will provide 30 days written notice to the Taxpayer to cure said default. If said default is not so cured within the 30-day period, this Agreement may be terminated by the County without further notice. In the event of termination by the County, no damages, liquidated or otherwise, shall inure to the benefit of the Taxpayer.

12. Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado.

13. Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect.

14. Notices to be provided under this Agreement shall be given in writing either by hand delivery, or deposited in the United States mail, certified mail, return receipt requested, with sufficient postage, to the following persons:

Arapahoe County  
Office of the County Attorney  
5334 South Prince Street  
Littleton, Colorado 80166

JPMorgan Chase Bank, N. A.  
1111 Polaris Parkway  
Columbus, Ohio 43240-2050  
Attn: Lease Administration Manager

WITH COPY TO:

JPMorgan Chase Bank, N. A.  
Legal and Compliance Department  
1111 Polaris Parkway, Suite 4P  
Mail Code OH1-0152  
Columbus, Ohio 43240-2050  
Attn: Real Estate Counsel

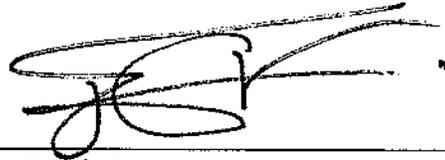
JPMorgan Chase Bank, N. A.  
Global Real Estate  
8111 Preston Road, Floor 02-STE 200  
Mail Code TX1-3339  
Dallas, TX, 75225-6331  
Attn: Scott Bernardi, Executive Director

JPMorgan Chase Bank, National Association  
Global Incentives Group  
237 Park Avenue, Floor 12  
Mail Code NY1-R066  
New York, NY, 10017-3140  
Attn: Robert Guardiola, Vice President

15. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations whether written or oral. Nothing herein shall be deemed to create any contractual relationship, either express or implied, between the Taxpayer and any other consultant or contractor or material supplier to Arapahoe County. Nothing herein shall be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

ARAPAHOE COUNTY

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION



\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
By: Frank Traineau  
Title: Vice President

ATTEST: Clerk to the Board  
  
\_\_\_\_\_

EXHIBIT A

INCENTIVE PAYMENT AGREEMENT  
SCHEDULE OF PAYMENTS

<u>TAX YEAR</u>	<u>TAXPAYER INVOICE DATE</u> (No later than)	<u>INCENTIVE PAYMENT DATE</u> (Approximate)
2017	June 15, 2018	September 1, 2018
2018	June 15, 2019	September 1, 2019
2019	June 15, 2020	September 1, 2020
2020	June 15, 2021	September 1, 2021
2021	June 15, 2022	September 1, 2022

**RESOLUTION NO. 160**\_\_\_\_ It was moved by Commissioner \_\_\_\_ and duly seconded by Commissioner \_\_\_\_ to authorize the Chair of the Board of County Commissioners to sign the Incentive Payment Agreement by and between Arapahoe County and JP Morgan Chase Bank, National Association relating to the refund of seventy-five percent (75%) of the County levied personal property taxes for tax years 2017 through 2021, pursuant to Section 30-11-123, C.R.S., in connection with the new business facility for JP Morgan Chase Bank, National Association located at northeast corner of 6th Avenue and Gun Club Road in the City of Aurora, Colorado, pursuant to the terms contained therein.

The vote was:

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

The Chair declared the motion carried and so ordered.



## Board Summary Report

**Date:** June 30, 2016  
**To:** Board of County Commissioners  
**Through:** David C. Walcher, Sheriff  
**From:** Olga Fajaros, Budget & Logistics Manager  
**Subject:** Colorado State Patrol Memorandum of Understanding

### Request and Recommendation

Request the Board of County Commissioners approve and authorize the Sheriff to sign Memorandum of Understanding (MOU) on behalf of the Arapahoe County Sheriff's Office (ACSO) with Colorado State Patrol (CSP) to conduct commercial vehicle safety inspections within the Arapahoe County Jurisdiction.

### Background

The Colorado State Patrol (CSP) is given authority granted by the Patrol Act to conduct commercial motor vehicle safety inspections throughout the state of Colorado.

The CSP, has joined with the Commercial Vehicle Safety Alliance (CVSA) to adopt and enforce state and federal laws and regulations governing commercial motor vehicle inspections and the CVSA Out-of-Service Criteria throughout the state of Colorado

### Links to Align Arapahoe

Participating in a commercial vehicle safety inspections program will allow the Arapahoe County Sheriff's Office to optimize the use of resources and enhance community safety.

### Discussion

The Arapahoe County Sheriff's Office wishes to continue to conduct commercial vehicle safety inspections, consistent with CVSA guidelines within their jurisdiction, pursuant to state and federal laws and regulations, in partnership with the CSP and the CVSA; and,

The CSP and CVSA have agreed to allow the Arapahoe County Sheriff's Office to conduct such commercial motor vehicle safety inspections, in order to:

- maximize the effective utilization of commercial motor vehicle driver and cargo inspection resources;
- avoid duplication of effort and promote the uniformity of inspections;
- expand the number of inspections performed statewide in Colorado; and,
- to minimize the delays experienced by operators of commercial motor vehicles due to inspections.

**Alternatives**

The alternative is to not sign the MOU and not assist the CSP with commercial motor vehicle safety inspections.

**Fiscal Impact**

None

**Concurrence**

The Sheriff's Office Administration and Public Safety Bureau are in concurrence with this decision.

**Reviewed By:**

Olga Fujaros, Budget & Logistics Manager  
Glenn Thompson, Public Safety Bureau Chief  
David C. Walcher, Sheriff  
Louie Perea, Undersheriff  
Finance Department  
County Attorney

**RESOLUTION NO.** It was moved by Commissioner and duly seconded by Commissioner to authorize the Sheriff to sign a Memorandum of Understanding (MOU) on behalf of the Arapahoe County Sheriff's Office (ACSO) with the Colorado State Patrol to conduct commercial vehicle safety inspections within the Arapahoe County Jurisdiction, 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**  
**THE COLORADO STATE PATROL**  
**AND**  
**THE ARAPAHOE COUNTY SHERIFF'S OFFICE**

The Colorado State Patrol (CSP) is given authority granted by the Patrol Act in §24-33.5-201, *et seq.* C.R.S. and §42-4-235, C.R.S. to conduct commercial motor vehicle safety inspections throughout the state of Colorado; and,

The CSP, has joined with the Commercial Vehicle Safety Alliance (CVSA) to adopt and enforce state and federal laws and regulations governing commercial motor vehicle inspections and the CVSA Out-of-Service Criteria throughout the state of Colorado; and,

The Arapahoe County Sheriff's Office wishes to conduct commercial vehicle safety inspections, consistent with CVSA guidelines within their jurisdiction, pursuant to state and federal laws and regulations, in partnership with the CSP and the CVSA; and,

The CSP and CVSA have agreed to allow the Arapahoe County Sheriff's Office to conduct such commercial motor vehicle safety inspections, in order to:

- maximize the effective utilization of commercial motor vehicle driver and cargo inspection resources;
- avoid duplication of effort and promote the uniformity of inspections;
- expand the number of inspections performed statewide in Colorado; and,
- to minimize the delays experienced by operators of commercial motor vehicles due to inspections.

The CSP and the Arapahoe County Sheriff's Office hereby agree as follows:

1. The CSP will continue to inspect commercial motor vehicles pursuant to authority granted by §24-33.5-201 *et seq.* and §42-4-235, C.R.S. on interstate, state, and county highways.
2. The Arapahoe County Sheriff's Office will confine their commercial motor vehicle inspection activities to those interstate, state, and county highways within their jurisdiction.
3. The Arapahoe County Sheriff's Office may participate in consolidated safety efforts with the CSP on an annual basis; related to commercial motor vehicle safety inspections.

4. The Arapahoe County Sheriff's Office will participate in a coaching/mentorship program with the CSP as a requirement for initial certification.
5. Pursuant to a separate Memorandum of Understanding (MOU) between the CSP and the CVSA regarding inspection procedures, all commercial motor vehicle inspections shall be performed by qualified inspectors following the North American Uniform Inspection procedures and using the CVSA Out-of-Service Criteria. This criteria supports uniformity and reciprocity with other law enforcement agencies throughout Colorado and the United States.
6. The Arapahoe County Sheriff's Office shall:
  - a. Certify that deputies performing commercial motor vehicle inspections are qualified (and remain qualified) to conduct such inspections pursuant to §42-4-235(4)(a), C.R.S.
  - b. Comply with the rules adopted pursuant to §42-4-235(4)(a), C.R.S. when performing commercial motor vehicle inspections.
  - c. May provide Arapahoe County Sheriff's Office Deputies conducting commercial vehicle inspections with access to the Federal Motor Carrier Safety Administration (FMCSA) Information Technology Systems as well as the CSP Commercial Vehicle Information Exchange Window (CVIEW) program. Officers shall sign and agree to all end user agreements with CSP before being granted access to these technological support programs.
  - d. Supply inspection forms (approved by the CSP) for all inspections conducted in conformance with this Agreement. A copy shall be provided to the driver of an inspected commercial vehicle at the completion of the inspection.
  - e. Forward completed inspections to the CSP either by US Mail or email within seven (7) days following the date of the inspection. The US Mail address is Colorado State Patrol, Motor Carrier Services, Attention TCR's, 15075 South Golden Road, Golden, Colorado 80401 and the email address is cdps\_tcr@state.co.us. **Federal regulations require the CSP to enter all inspections in a timely manner to comply with the federal funding mandates.**
  - f. Require that all defects disclosed during an inspection be corrected within the time limits required under federal and state law and regulations.

- g. Issue CVSA decals to commercial motor vehicles that pass a Level I inspection (decals to be furnished by the CSP to the Arapahoe County Sheriff's Office).
  - h. Honor current inspections and CVSA decals issued by authorized agencies in the CVSA.
7. Failure to comply with any of the provisions of this MOU by the Arapahoe County Sheriff's Office shall be grounds for the CSP to render this MOU null and void. All MOU's are reviewed for compliance every two (2) years and may be extended for an additional two (2) years absent written notice to terminate by either party.

This Memorandum of Understanding was approved by all parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

COLORADO STATE PATROL, MOTOR CARRIER SAFETY ASSISTANCE PROGRAM

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Signature of Authorized Official

---

Printed Name

---

Title

---

Date

ARAPAHOE COUNTY SHERIFF'S OFFICE

---

Signature of Authorized Official

---

Printed Name

---

Title

---

Date



**ARAPAHOE COUNTY**  
COLORADO'S FIRST

## Board Summary Report

**Date:** July 14, 2016

**To:** Board of County Commissioners

**From:** Andrea Rasizer, Communication Services Director

**Subject:** Waiver of Bid for 2016-2020 Arapahoe County Fair Advertising

---

### Request

Communication Services is seeking approval of a waiver of bid for the 2016 Arapahoe County Fair advertising budget of \$40,000 to be distributed among a varied list of advertising outlets and vendors to promote the upcoming County Fair, which will be held July 28-31, 2016. We also are requesting to extend the waiver of bid for Fair Advertising annually through 2020.

### Background

For the past several years, Communication Services has broadened the reach of Fair promotions by advertising across both traditional and newer digital platforms.

Historically, Communication Services gathers many proposals from advertising vendors to ensure we are reaching not only our target audiences (based on Fair Attendee Profile), but also ensure we're reaching new audiences to increase Fair attendance and recognition of our County brand.

However, because not all advertisers are alike, and some advertising expenses can exceed \$5,000, the Purchasing Policy requires at least three bids so annually we run into difficulties selecting and paying advertisers. In particular, this occurs when securing advertising with radio, television and outdoor promotion vendors, as the ad buy usually exceeds \$5,000.

### Discussion

At the request of Purchasing, Communication Services is seeking a waiver of bid for the entire \$42,000 County Fair advertising budget. The waiver would give Communication Services the flexibility to choose multiple vendors that best meet the needs of Arapahoe

County to advertise the Fair within our budget.

For the 2016 Arapahoe County Fair, Communication Services has gathered estimates from a variety of advertising vendors to ensure maximum return on investment for our marketing and promotions efforts.

Advertising mediums under consideration include, video ads, promoted social media posts, internet radio and digital advertising, as well as traditional local radio, newspaper and television options that we have used in the past.

**Alternatives**

Without a waiver of bid, we will be unable to purchase advertising that exceeds \$5,000 without justification, which will limit our ability to purchase advertising due to the local Denver market.

**Fiscal Impact**

The financial impact is \$42,000, which already has been budgeted to advertise the 2016 Arapahoe County Fair.

**Concurrence**

This recommendation and request has been reviewed and supported by Purchasing as well as the Open Spaces and Intergovernmental Relations department, which oversees the Arapahoe County Fair.

**Reviewed By**

- Andrea Rasizer, Communication Services Director
- Shannon Carter, Open Spaces and Intergovernmental Director
- Janet Kennedy, Finance Director
- Keith Ashby, Purchasing Manager
- John Christofferson, Deputy County Attorney

RESOLUTION NO. \_\_\_\_\_. It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to adopt the (Name of Contract, Policy, or other item being presented for approval) as presented to the Board of County Commissioners on this date.

The vote was:

Commissioner Bockenfeld, \_\_\_\_; Commissioner Doty \_\_\_\_; Commissioner Holen \_\_\_\_;

Commissioner Jackson \_\_\_\_; Commissioner Sharpe, \_\_\_\_.

The Chair declared the motion carried and so ordered.



ARAPAHOE COUNTY  
COLORADO'S FIRST

# WAIVER OF PURCHASING POLICIES

WAIVER OF SOLICITATION <input type="checkbox"/>	WAIVER OF QUOTE <input type="checkbox"/>
PROPRIETARY <input type="checkbox"/>	SELECT SOURCE <input checked="" type="checkbox"/> FOR INFORMATION ONLY <input type="checkbox"/>

DESCRIPTION OF PROJECT: Waiver for 2016-2020 Arapahoe County Fair Advertising

PRICE: \$40,000 per year      ANNUAL MAINTENANCE: \$

FIXED ASSET Yes  No       FIXED ASSET #

COST CENTER # 344820100      G/L # 54325      IO #

JUSTIFICATION (Provide Vendor name, How were they selected, Why requesting to waive purchasing policy process): Communication Services is seeking approval of a waiver of bid for the 2016-2020 Arapahoe County Fair advertising budget. This will be distributed among a varied list of advertising outlets and vendors to promote the County Fair from 2016 thru 2020. This waiver would give Communication Services flexibility to choose multiple vendors that best meet the needs of Arapahoe County.

Annie Reji      303-795-4284      7/11/16  
 Requestor Name, Signature & Telephone Number      Date

Nancy A. Doty      7-11-16  
 Elected Official/Department Head      Date

[Signature]      7/8/16  
 Purchasing Manager      Date

Comments: \_\_\_\_\_

Waiver approved, BoCC Reso #140221. Requestor to proceed with PO      Yes  No

Requestor to schedule BoCC Drop In & Create Board Summary Report      Yes  No

\_\_\_\_\_  
Janet Kennedy, Director of Finance (not to exceed \$100,000)      Date

Nancy A. Doty      7-11-16  
 BOCC, Chair      Date

Requestor to schedule BoCC Consent Agenda & Board Summary Report      Yes  No

Resolution # \_\_\_\_\_

**Per BoCC Resolution #140221 of 4/8/14, Purchasing Manager has authorization for sole approval up to \$25,000 plus exemptions to Policy**



## Board Summary Report

**Date:** July 6, 2016

**To:** Board of County Commissioners

**Through:** Jan Yeckes, Planning Division Manager

**From:** Bill Skinner, Senior Planner

**Subject:** Case # U16-001 - Arapahoe State Land Board Solar Garden, Use by Special Review

### Purpose

The applicant, Clean Energy Collective, with authorization from the property owner, State Land Board, are requesting approval for a Use by Special Review (USR) for a 2 Megawatt community owner solar photovoltaic power plant consisting of approximately 18,120 solar collection panels on approximately 14 acres.

The attached staff report prepared for the Planning Commission public hearing conducted June 21, 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 Use by Special Review application is in conformance with the Arapahoe County Comprehensive Plan, in that it provides for development of public facilities and services within the "Rural" Land Use Area.
2. The proposed Use by Special Review application appears to be consistent with the Use by Special Review Section of the Arapahoe County Land Development Code.
3. This application appears to meet all of the approval criteria for this Use by Special Review, provided all of the conditions of approval are met.
4. If the Proposed Project is discovered to impact any cultural and historic resources, the applicant will minimize the impact to any areas of paleontological, historic, or archaeological importance.
5. If the Proposed Project is discovered to impact any Federal and State Threatened and Endangered Species or State Species of Concern within the area of the solar garden, the applicant will mitigate and minimize any impact to these species.

### **Planning Commission Recommendation**

The Planning Commission voted 6-1 to recommend approval with an adjustment to staff conditions requiring the mitigation of impacts to Threatened and Endangered Species. Planning Commission member Rader voted against the motion after indicating support for an alternative fence design with chain link and barbed wire. The Planning Commission recommendation is reflected in the staff recommendation and proposed motions.

### **Discussion**

The applicant, Clean Energy Collective has addressed concerns expressed by both the County and the State Land Board staff. The application has required few changes from the original application materials, and staff is confident that this application is ready for a determination from the Board of County Commissioners.

### **Links to Align Arapahoe**

There is no Align Arapahoe Outcome that speaks to this proposal directly, but an indirect relationship does appear to be relevant.

The proposed Solar Garden appears to advance the Align Arapahoe goal of Quality of Life by providing renewable energy options for residents. Providing Community Solar Gardens also fits with the Arapahoe County Comprehensive Plan strategy NCR 4.2(a): the County will support programs and education to reduce energy consumption, solar energy research and other clean energy programs, and energy efficient building design and solar-oriented site planning.

### **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 does not appear to cause any fiscal impacts to the County.

### **Concurrence**

The Arapahoe County PWD Staff and Planning Commission recommend approval of the proposal.

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

## **BOARD OF COUNTY COMMISSIONER HEARING DRAFT MOTIONS for U16-001:**

### **Recommend Conditional Approval:**

(This motion is consistent with the staff and Planning Commission recommendation):

In the case of U16-001, Arapahoe State Land Board Solar Garden, Use by Special Review, we have read the staff report and received testimony at a public hearing. We find ourselves in agreement with staff findings 1 through 5, including all plans and attachments as set forth in the staff report dated June 13, 2016 and approve this application subject to the following conditions of approval:

1. The applicant will modify the plans as requested by the Public Works & Development Department, prior to the signing of the mylars and before the commencement of any construction activities relating to this project.
2. The applicant will avoid any areas of paleontological, historic, or archaeological importance. If avoidance is not possible, further testing will be conducted, with landowner's permission, to determine the site's eligibility for historic status and a treatment plan will be developed that will be followed to protect eligible sites. The applicant will notify the County of any plans or activities to deal with historic, paleontological or archaeological sites that cannot be avoided by the construction of the solar garden.
3. The applicant will avoid any Federal and/or State Threatened and Endangered Species, as well as State Species of Concern, if found to exist in areas where the solar garden will be constructed. If any Federal and/or State Threatened and Endangered Species or any State Species of Concern is found to exist in areas where the solar garden will be constructed, then the applicant will collaborate with Colorado Parks and Wildlife and Arapahoe County to mitigate and minimize any potential impact to these species.
4. The applicant will provide the County with a noxious weed control plan for the site prior to construction.

### **Recommend Denial:**

(This motion is not consistent with the staff and Planning Commission recommendation):

In the case of U16-001, Arapahoe State Land Board Solar Garden, Use by Special Review, we have read the staff report dated June 13, 2016 and received testimony at a public hearing. Based on the information presented and considered during the public hearing, we deny this application based on the following findings:

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

**Continue to Date Certain:**

In the case of U16-001, Arapahoe State Land Board Solar Garden, Use by Special Review, I move to continue the hearing to [date], 9:30 a.m., to obtain additional information and to further consider the information presented.

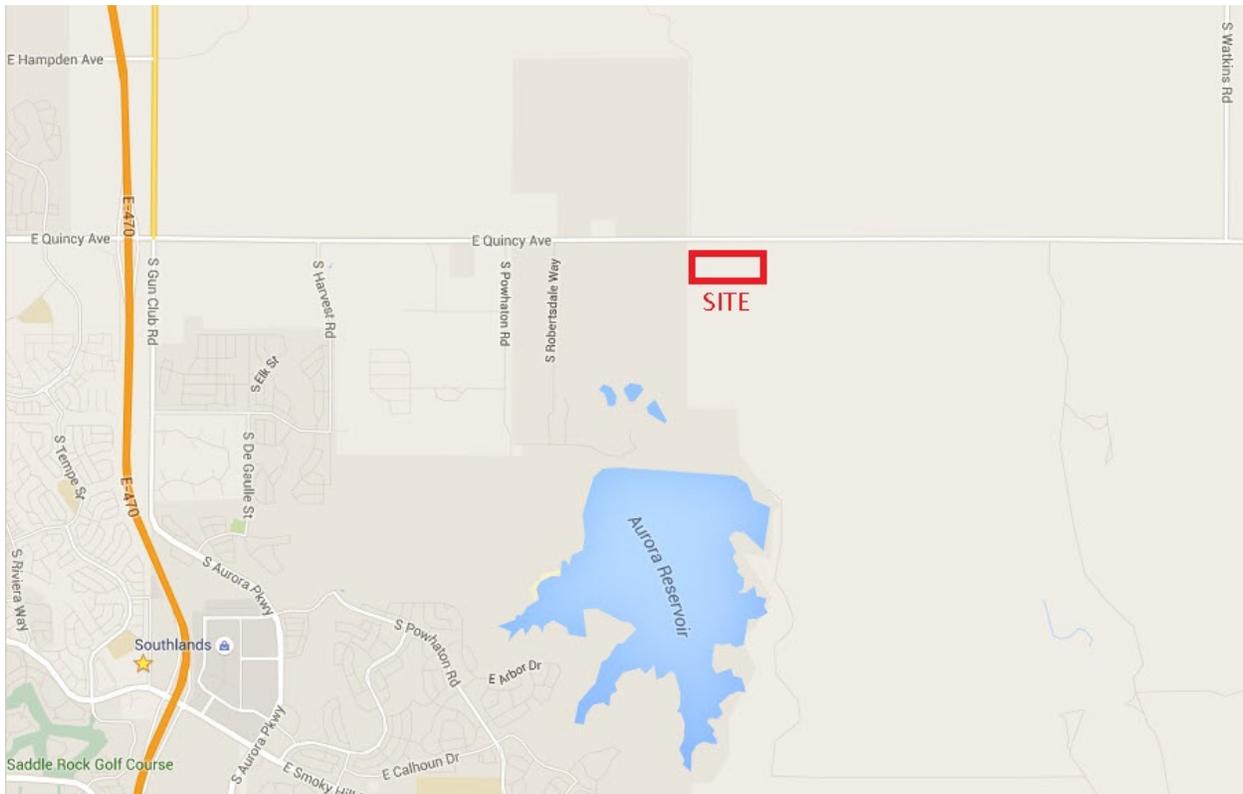
ARAPAHOE COUNTY PLANNING COMMISSION  
PUBLIC HEARING  
JUNE 21, 2016  
6:30 P.M.

Case No. U16-001, Arapahoe State Land Board Solar Garden, Use by Special Review

BILL SKINNER, SENIOR PLANNER

JUNE 13, 2016

**LOCATION:** This proposal is in Commissioner's District #3. The site is located approximately 2.8 miles west of the intersection of Watkins Road and Quincy Avenue.



Vicinity Map



**Site Location Photo**

**ADJACENT SUBDIVISIONS, ZONING, AND LAND USES:**

The zoning in this area is generally A-1 (Agricultural 1) zone. The Aurora reservoir, owned by the City of Aurora, is on the property east of this site.

**PROPOSAL:**

The applicant, Clean Energy Collective, with authorization from the property owner, State Land Board, are requesting approval for a Use by Special Review (USR) for a 2 Megawatt community owner solar photovoltaic power plant consisting of approximately 18,120 solar collection panels on approximately 14 acres.

**RECOMMENDATIONS AND FINDINGS:**

Staff: Staff recommends that the Use by Special Review application be APPROVED, subject to the findings and conditions of approval outlined herein.

**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 a “Rural.” Solar power generating facility is not specifically cited as a preferred for the rural parts of the Comp Plan. However, these facilities are quiet, require no water input, generate no pollution or waste, and perform best in a location with no tall obstructions that may block the sun. Given these characteristics, this solar facility appears to fit well into the rural parts of the Comprehensive Plan.

The proposed USR is also directly, or indirectly aligned with the following County Comprehensive Plan Policies and Goals:

Policy PFS 1.6 - Consider Power Energy Needs to Support Growth and Development of the Region

GOAL NCR 4 - Meet Environmental Standards for Air Quality

Policy NCR 4.1 - Improve Air Quality

**Use by Special Review:**

Submittal Requirements:

The applicant has complied with all of the submittal requirements outlined in the USR provisions of the Land Development Code, Sections 13-903 and 13-904.

**3. Referral Comments from outside agencies**

Comments received during the referral process are as follows:

ARAPAHOE COUNTY PWD ENGINEERING	Comments have been addressed, any minor outstanding issues will be resolved prior to mylar
ARAPAHOE COUNTY PWD MAPPING	Comments have been addressed
ARAPAHOE COUNTY PWD PLANNING	Comments have been addressed
ARAPAHOE COUNTY PWD WEED CONTROL	No response
ARAPAHOE COUNTY SHERIFF	No response
ARAPAHOE COUNTY ZONING	No response

URBAN DRAINAGE	No response
TRI COUNTY HEALTH DEPARTMENT	Supports the concept, provides direction for onsite process
AURORA PLANNING	No response
WEST ARAPAHOE CONSERVATION DISTRICT	No response
CDOT-DEPT. OF TRANSPORTATION/ STATE OF CO-REGION ONE	No objections
XCEL ENERGY - PSCO	Concerns are stating regarding conflicts with the adjacent Xcel powerline ROW. Staff will seek to resolve this matter prior.
SEMSWA-SE METRO STORMWATER AUTHORITY	Comments have been addressed, any minor outstanding issues will be resolved prior to mylar
COLORADO PARKS AND WILDLIFE	No response
STATE LAND BOARD - STATE OF COLORADO	A positive assessment supporting the proposal

### **Approval Criteria**

The Use by Special Review (USR) approval criteria for a Minor Electrical, Natural Gas, and Petroleum-Derivative Facilities of a Private Company shall comply with all of the regular approval criteria for a USR in the Land Development Code, Section 13-900, as well as the criteria set forth in the 1041 Regulations, Part V, Sections A and C, along with Appendix A. All of these criteria shall be used in determining whether such Use by Special Review should be approved.

#### 1. Ordinance Review and Additional Background Information

Section 13.901 of the Land Development Code, Use by Special Review, of the zoning regulations states that the, "Use By Special Review" process and procedure.... Provides (for) Board of County Commissioner review and approval of certain uses, which, although permitted within specific zoning districts, may contradict the purpose of these Regulations..... providing for the public peace, health, safety and welfare."

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

*Permanent water and sewer capability is not necessary for this project. Temporary wastewater facilities will be provided during construction.*

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

*The proposed solar farm is generally compatible with the surrounding agricultural uses. There are potential impacts to wildlife and wildlife habitat. These impacts on wildlife and wildlife habitat are likely to be minimal. A condition of approval will address this issue by requiring compliance with the Colorado Department of Parks and Wildlife regulations.*

*The surrounding lands are owned by the State Land Board, which has been involved in, and continues to support the proposal.*

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

*The need for public services appear is minimal. Demand for schools, parks, and libraries will not be generated by the proposed solar garden. Emergency medical services may be needed, mostly during the construction phase. The Sheriff's Department had no comments.*

- 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.

*This project enhances convenience for present and future residents by providing renewable electric energy to the XCEL grid.*

- 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.

*Most natural and man-made hazards appear to be unlikely; public health and safety appear to be adequately protected.*

- 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.

*Accessibility will be directly from Quincy Avenue. The applicant will need to obtain an access permit from the County Public Works and Development Department.*

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

*Disruption to the existing physiographic features resulting from the proposed solar garden site will be minimized by minimal surface grading and good design and construction practices. There are no lakes or streams on the proposed 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 solar garden will have some visual impact, but it should not significantly disrupt mountain views. This position is supported by the State Land Board's assessment (see attached letter)*

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

*Open space is not applicable to this project.*

## 2. Additional Approval Criteria

In addition to the regular approval criteria for a USR found in Section 13-901 of the Land Development Code, the criteria set forth in Part V, Sections A and C, along with Appendix A in the 1041 Regulations are used to determine if the Use by Special Review should be approved.

A permit may be approved if the proposed activity complies with the following general criteria and any additional applicable criteria in Section V. C. In determining whether the proposed activity complies with the criteria, the Planning Commission and Board of County Commissioners may take into consideration, the construction, operation and cumulative impacts of the proposed activity.

### A. General Approval Criteria [See applicant's response to approval criteria]

1. *Documentation that prior to site disturbance associated with the Proposed Project, the applicant can and will obtain all necessary property rights, permits and approvals. The Board may, at its discretion, defer making a final decision on the application until outstanding property rights, permits and approvals are obtained.*

Response: Clean Energy Collective will obtain all necessary property rights, permits and approvals before any site disturbance occurs for the proposed project.

2. *The Proposed Project considers the relevant provisions of the regional water quality plans.*

Response: The subject property is located within the Coal Creek drainage basin. Care will be taken during the construction phase to minimize impact to regional water quality. Erosion control waddles will be used to control on-site surface drainage. Since the facility is unmanned, there will be very little impact to regional water quality.

3. *(Only Applicable to Major Permit Review) The applicant has the necessary expertise and financial capability to develop and operate the Proposed Project consistent with all requirements and conditions.*

Response: N/A, this is not a Major Permit Review.

4. *(Only Applicable to Major Permit Review) The Proposed Project is technically and financially feasible.*

Response: N/A, this is not a Major Permit Review.

5. *The Proposed Project is not subject to significant risk from natural hazards.*

Response: The subject property does not have any naturally-occurring hazardous site conditions. There is a slight potential that the Proposed Project could be damaged from a tornado. Should that occur, the facility will be covered by Clean Energy Collective's property insurance and will be rebuilt.

6. *The Proposed Project is in general conformity with the applicable comprehensive plans.*

Response: The Lowry Bombing Range is designated as a "Planning Reserve Area" in the Arapahoe County Comprehensive Plan. The Lowry property is considered a Stewardship Trust of the State Land Board and is designated to receive special stewardship attention. These lands are protected from sale or development unless four of the five Land Board members vote to take them out of the trust. The State Land Board has conducted one public hearing to determine if the proposed community-owned solar facility is a suitable use in the "Planning Reserve Area". A second hearing is to be held to review the proposed project further. From comments made at the first hearing before the State Land Board, it is anticipated that the Board will approve the use for a community owned solar facility. Results of that hearing will be reported to Arapahoe County as soon as the State Land Board reviews the proposed project. The Planning Reserve designation ensures that the land is "... held vacant to accommodate possible future uses and allows for joint planning and coordination". The Comprehensive Plan mandates that detailed planning must take place to determine how infrastructure and community facilities and services are provided if development occurs. The Comprehensive Plan further requires that consideration be given to how the natural resources are to be conserved and managed, while allowing for sustainable development. The proposed community-owned solar facility is a good interim use for the subject property that allows the

State Land Board to meet its mandate of generating revenue to support education, while allowing future land use planning of the overall Planning Reserve Area.

7. *The Proposed Project will not have a significant adverse effect on the capability of local government to provide services or exceed the capacity of service delivery systems.*

Response: During the construction period there will be minimal impact on local government to provide services. The construction period will last approximately eight (8) weeks. During the construction period, there will be a slight increase in local traffic on East Quincy Avenue. Materials for the facility will be delivered via a flat-bed tractor/trailer. Once the materials are delivered to the site, the crew will use standard pick-ups while on-site to move materials around the site. Any services required of the local government as a result of the construction of this project will be very minimal. Since the Proposed Project is an unmanned facility, there will be very limited impact to local governmental services. There will be no impact on water/sanitary sewer services. There will be no significant impact to roads or transportation systems. Emergency services will not be adversely impacted by the proposed project.

8. *(Only Applicable to Major Permit Review) The Proposed Project will not create an undue financial burden on existing or future residents of the County.*

Response: N/A, the Proposed Project is not a Major Permit Review.

9. *(Only Applicable to Major Permit Review) The Proposed Project will not significantly degrade any substantial sector of the local economy.*

Response: N/A, the Proposed Project is not a Major Permit Review.

10. *The Proposed Project will not unduly degrade the quality or quantity of recreational opportunities and experiences.*

Response: The "Arapahoe County Fairgrounds & Regional Park Recommended Master Plan" is the open space plan for the immediate area in the vicinity of the Proposed Project. A proposed regional trail is planned to be constructed along East Quincy Avenue from the Arapahoe County Fairgrounds to the "Pronghorn Natural Area", immediately west of the Proposed Project site. Additionally, there are two proposed regional trails shown on the map that run in a north/south direction to the east and west of the Proposed Project location. The location of the Proposed Project will not impact the three proposed regional trails to be expanded in the immediate area. The Proposed Project will not unduly degrade the quality or quantity of recreation opportunities or experiences.

11. *The planning, design and operation of the Proposed Project will reflect principals of resource conservation, energy efficiency and recycling or reuse.*

Response: Solar energy, by its very nature as a renewable energy source, will conserve more traditional resources that are typically used for energy production. The Proposed Project will be very energy efficient and help reduce the emissions and greenhouse gases that are produced by more traditional energy sources. Any residual construction materials will be steel from the racking or cabling for interconnecting the array. These excess materials will be reused on another site or recycled at a proper facility. There may be some cardboard shipping containers that will also be recycled. Clean Energy Collective is committed to resource conservation, energy efficiency, and recycling of materials.

12. *The Proposed Project will not significantly degrade the environment. Appendix "A" includes the considerations that will be used to determine whether there will be significant degradation of the environment. For purposes of this section, the term environment shall include:*

- a. Air quality.*
- b. Visual quality.*
- c. Surface water quality.*
- d. Groundwater quality.*
- e. Wetlands, flood plains, streambed meander limits, recharge areas, and riparian areas.*
- f. Terrestrial and aquatic plant life.*
- g. Soils and geologic conditions.*

Response: Solar energy does not degrade the environment, as it is defined above. Other than dust during the construction phase and fumes from trucks used during construction, there will be limited impact on air quality. The Proposed Project will have some visual impact, as any development would. The Proposed Project is to be setback approximately 400 feet from the East Quincy Avenue right-of-way and the large setback should help reduce the visual impact of the Proposed Project from the East Quincy Avenue view corridor. The three existing overhead transmission lines have already made a significant impact to the visual quality in the immediate vicinity. The Proposed Project will not impact area surface water or groundwater quality. No wetlands or riparian areas will be impacted by the Proposed Project. Terrestrial life will be minimally impacted and there is no aquatic plant life on the Proposed Project site. There are prairie dogs on the subject property. As a result, there may also be Burrowing Owls present that use the prairie dog burrows as nesting areas. Clean Energy Collective is committed to working with the prairie dogs and relocating prairie dogs within our lease area. We will work with Prairie Preserves to close burrows and relocate prairie dogs to burrows outside the lease area. No prairie dogs will be killed or injured as a result of this Proposed Project. A consultant will be hired to determine the presence of Burrowing Owls. Typically, surveys for Burrowing Owls are conducted from March 15th to October 31st. Per Colorado Division of Wildlife standards {"*Recommended Survey Protocol and Actions to Protect Nesting Burrowing Owls*"}, the surveys will be conducted during the morning and evening hours (1/2 hour before sunrise, until 2 hours after sunrise, and 2 hours before

sunset, until X hour after sunset). Should it be determined that Burrowing Owls are present, per Colorado Division of Wildlife standards, the burrows will be marked and all construction activity will remain a minimum of 150 feet from the active burrow. Construction crews will be educated on the importance of maintaining this 150 feet minimum buffer during the construction phase.

*13. The Proposed Project will not cause a nuisance.*

Response: The Proposed Project will not cause a nuisance since there are no noises, fumes, or vibrations caused by solar installations. During the construction phase, there may be a slight increase in dust and noise, however, these conditions will not cause a nuisance. Should fugitive dust become an issue during the construction phase, a water truck will be brought on-site to add moisture to the soil and eliminate the majority of the dust. There may be limited glare at certain times of the day, however, non-reflective glass will be used for the panels and a tracker system is being proposed and glare should be very minimal.

*14. The Proposed Project will not significantly degrade areas of paleontological, historic, or archaeological importance.*

Response: Western Environment reviewed the Colorado Historical Society's database and found no record of historical sites associated with the property. The project site is located within the former Lowry Bombing and Gunnery Range (FLBGR) which functioned as an important research and training ground for the U.S. Armed Forces. According to sources at the State Land Board, The subject property has had infra-red scanning done on two (2) separate occasions and has been determined to be free of unexploded ordinance. Since there are no known paleontological, historic, or archaeological sites within the lease area, there will be no impact from the proposed project.

Should any artifacts be found during the construction phase, the proper authorities will be notified.

*15. The Proposed Project will not result in unreasonable risk of releases of hazardous materials. In making this determination as to such risk, the Board's consideration shall include:*

- a. Plans for compliance with federal and State handling, storage, disposal and transportation requirements.*
- b. Use of waste minimization techniques.*
- c. Adequacy of spill prevention and response plans.*

Response: There will be no hazardous materials associated with the installation or operation of the Proposed Project. There will be no fuels or hydraulic fluid stored on the site. Any fuels or hydraulic fluids needed will be brought to the site with a standard pick-up truck. Should there be a spill of fuels or hydraulic fuel, all

contaminated soils will be removed and taken to an appropriate facility for dealing with such waste.

16. *(Only Applicable to Major Permit Review) The benefits accruing to the County and its citizens from the proposed activity outweigh the losses of opportunities to develop such resources.*

Response: N/A, the Proposed Project is not a Major Permit Review. The citizens and businesses in Arapahoe County, located within Xcel Energy's service area who elect to participate in the facility, will be able to offset some of their electric service with clean, renewable power.

17. *The Proposed Project is the best alternative available based on consideration of need, existing technology, costs, impact and these regulations.*

Response: The community-owned solar concept allows residents of Arapahoe County to have a portion of their energy needs produced by clean, renewable energy. The technology used is state of the art and is currently one of the best alternatives to traditional energy production with fossil fuels.

18. *The Proposed Project will not unduly degrade the quality of agricultural activities.*

Response: The subject property and 1,100 additional acres are currently under lease for cattle grazing to one rancher. Clean Energy Collective has had a meeting with the rancher and the State Land Board District Manager to discuss the Proposed Project. The rancher has agreed that the +/- 14 acres proposed for the solar facility will not impact his cattle operation. If approved by Arapahoe County, the rancher intends to relocate any cattle grazing on the solar lease parcel to other pastures under his control. There are no crops being cultivated on the solar lease parcel.

19. *Cultural Resources. The Proposed Project will not significantly interfere with the preservation of cultural resources, including historical structures and sites, agricultural resources, the rural lifestyle and the opportunity for solitude in the natural environment.*

Response: There are no known cultural resources of record or historic structures on the subject property. The Proposed Project will fit well with the rural lifestyle because it is unmanned and does not produce noise, fumes, or vibration. Other than the visual impact, the Proposed Project will not negatively impact the solitude in the natural environment.

20. *Land Use. The Proposed Project will not cause significant degradation of land use patterns in the area around the Proposed Project.*

Response: The surrounding land use is primarily open land and agricultural grazing. The Proposed Project will cause minimal degradation of land use patterns, but not

cause a significant degradation of land use patterns in the area. This portion of Arapahoe County is fairly rural and will probably not see significant growth for the foreseeable future. The proposed solar facility is projected to be in operation for twenty (20) years. After the twenty year lease term, if no lease extensions are granted, the facility will be removed and the land will return to its original condition. Based on past experience with the State Land Board, it is highly unlikely there will be an extension to the existing lease.

*21. Compliance with Regulations & Fees. The applicant has complied with all applicable provisions of these regulations and has paid all applicable fees.*

Response: Clean Energy Collective has attempted to address all applicable provisions of the Arapahoe County provisions. All fees will be paid when the formal application is delivered to Arapahoe County. It should be noted that House Bill 11-1199, State of Colorado, limits the amount for permit and plan review fees that jurisdictions and counties can charge to \$1,000.00 for non-residential solar applications.

The applicant's responses to the criteria listed above are thorough and well considered. It is the staff's determination that the applicant has complied with the applicable criteria, and that this application will be forwarded to the Planning Commission and Board of County Commissioners for consideration.

### **III. STAFF FINDINGS: USE BY SPECIAL REVIEW**

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

1. The proposed Use by Special Review application is in conformance with the Arapahoe County Comprehensive Plan, in that it provides for development of public facilities and services within the "Rural" Land Use Area.
2. The proposed Use by Special Review application appears to be consistent with the Use by Special Review Section of the Arapahoe County Land Development Code.
3. This application appears to meet all of the approval criteria for this Use by Special Review, provided all of the conditions of approval are met.
4. If the Proposed Project is discovered to impact any cultural and historic resources, the applicant will minimize the impact to any areas of paleontological, historic, or archaeological importance.

5. If the Proposed Project is discovered to impact any Federal and State Threatened and Endangered Species or State Species of Concern within the area of the solar garden, the applicant will mitigate and minimize any impact to these species.

**IV. RECOMMENDATION FOR USE BY SPECIAL REVIEW:**

Considering the findings and other information provided herein, staff recommends approval of Case Number U16-001, Arapahoe State Land Board (solar garden), Use by Special Review, subject to the condition listed in the draft motion for approval.

(draft motions are provided on the following page)

## **PLANNING COMMISSION DRAFT MOTIONS:**

### **Recommend Conditional Approval:**

(This motion is consistent with the staff recommendation): In the case of U16-001, Arapahoe State Land Board Solar Garden, Use by Special Review, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings 1 through 5, including all plans and attachments as set forth in the staff report dated June 13, 2016 and recommend this case favorably to the Board of County Commissioners subject to the following conditions of approval:

1. The applicant will modify the plans as requested by the Public Works & Development Department, prior to the signing of the mylars and before the commencement of any construction activities relating to this project.
2. The applicant will strive to avoid any areas of paleontological, historic, or archaeological importance. If avoidance is not possible, further testing will be conducted, with landowner's permission, to determine the site's eligibility for historic status and a treatment plan will be developed that will be followed to protect eligible sites. The applicant will notify the County of any plans or activities to deal with historic, paleontological or archaeological sites that cannot be avoided by the construction of the solar garden.
3. The applicant will strive to avoid any Federal and/or State Threatened and Endangered Species, as well as State Species of Concern, if found to exist in areas where the solar garden will be constructed. If any Federal and/or State Threatened and Endangered Species or any State Species of Concern is found to exist in areas where the solar garden will be constructed, then the applicant will collaborate with Colorado Parks and Wildlife and Arapahoe County to mitigate and minimize any potential impact to these species.
4. The applicant will provide the County with a noxious weed control plan for the site prior to construction.

### **Recommend Denial:**

(This motion is not consistent with the staff recommendation): In the case of U16-001, Arapahoe State Land Board Solar Garden, Use by Special Review, the Planning Commission have read the staff report dated June 13, 2016 and received testimony at the public hearing. Based on the information presented and considered during a public hearing, recommend denial to the Board of County Commissioners based on the following findings:

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

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

In the case of U16-001, Arapahoe State Land Board Solar Garden, Use by Special Review, I move to continue the hearing to [date], 6:30 p.m., to obtain additional information and to further consider the information presented.

**Attachments**

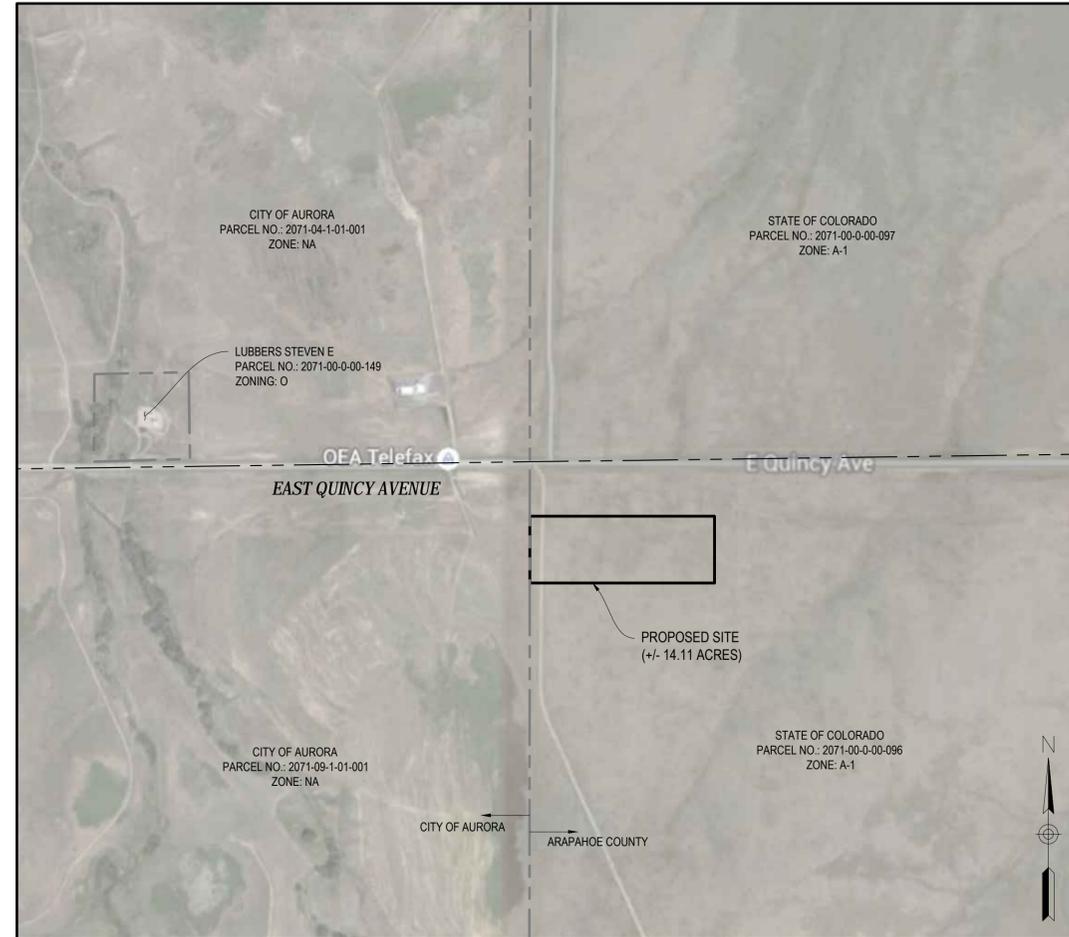
Application, Engineering Staff Report, Referral Comments, Exhibits

# ARAPAHOE STATE LAND BOARD USE BY SPECIAL REVIEW

A PORTION THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO



**VICINITY MAP**  
SCALE 1" = 600'



**OVERALL SITE AREA**  
SCALE 1" = 600'

## SITE DATA

PROJECT AREA: ±14.11 ACRES  
MODULE: QTY. 18180, FIRST SOLAR FS-4110-2

SHEET #	SHEET TITLE	DESCRIPTION
1	CVR	COVER SHEET
2	SP	SITE PLAN
3	DTL	DETAIL SHEET
4	DTL	DETAIL SHEET

## BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ARAPAHOE COUNTY BOARD OF COMMISSIONERS,  
THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20 \_\_\_\_.

CHAIR: \_\_\_\_\_

ATTEST: \_\_\_\_\_

## PLANNING COMMISSION RECOMMENDATION

RECOMMENDED BY THE ARAPAHOE COUNTY PLANNING COMMISSION,  
THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20 \_\_\_\_.

CHAIR: \_\_\_\_\_

## CERTIFICATE OF OWNERSHIP

I \_\_\_\_\_ HEREBY AFFIRM THAT I AM THE OWNER OR AUTHORIZED AGENT  
OF ALL INDIVIDUALS HAVING OWNERSHIP INTEREST IN THE PROPERTY DESCRIBED  
HEREIN, KNOWN AS ARAPAHOE STATE LAND BOARD, CASE NO: U16-001

OWNER OF RECORD OR AUTHORIZED AGENT

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 2016 BY \_\_\_\_\_  
(NAME)

AS \_\_\_\_\_ OF \_\_\_\_\_ AN AUTHORIZED SIGNATORY.  
(TITLE)

BY \_\_\_\_\_ WITNESS MY HAND AND SEAL

\_\_\_\_\_  
(NOTARY PUBLIC) MY COMMISSION EXPIRES \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

## STANDARD NOTES:

THE OWNER(S), DEVELOPER(S) AND/OR SUBDIVIDER(S) OF THE USE BY SPECIAL REVIEW KNOWN AS THE ARAPAHOE STATE LAND BOARD, THEIR RESPECTIVE SUCCESSORS, HEIRS AND/OR ASSIGNS AGREE TO THE FOLLOWING NOTES:

### EMERGENCY ACCESS NOTE

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

### DRIVES, PARKING AREAS, AND UTILITY EASEMENTS MAINTENANCE

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

### 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 USE BY SPECIAL REVIEW 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 USE BY SPECIAL REVIEW. 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 MAINTENANCE

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

### DRAINAGE LIABILITY

IT IS THE POLICY OF ARAPAHOE COUNTY THAT IT DOES NOT AND WILL NOT ASSUME LIABILITY FOR THE DRAINAGE FACILITIES DESIGNED AND/OR CERTIFIED BY ENERTIA CONSULTING GROUP. ARAPAHOE COUNTY REVIEWS DRAINAGE PLANS PURSUANT TO COLORADO REVISED STATUTES TITLE 30, ARTICLE 28, BUT CANNOT, ON BEHALF OF CLEAN ENERGY COLLECTIVE, LLC, GUARANTEE THAT FINAL DRAINAGE DESIGN REVIEW WILL ABSOLVE 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 ENERTIA CONSULTING GROUP'S DRAINAGE DESIGN.

### 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 N/A, 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.

## APPLICANT

QUINCY SOLAR GARDEN LLC  
1441 18TH STREET, SUITE 400  
DENVER, COLORADO 80202  
CONTACT: LUKE RICKARD  
(970) 819-2252

## ENGINEER

ENERTIA CONSULTING GROUP, LLC  
1529 MARKET STREET, SUITE 200  
DENVER, COLORADO 80202  
CONTACT: SEAN O'HEARN, PE, PG  
(303) 473-3131

## LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING ASSUMED TO BEAR S 00°03'49" E, FROM THE NORTHWEST CORNER OF SAID SECTION 10, BEING A 3 1/2" ALUMINUM CAP STAMPED "PLS 23527", TO THE WEST QUARTER CORNER OF SAID SECTION 10, BEING A 2 1/2" BRASS CAP STAMPED "RLS 434", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 10, THENCE S 00°03'49" E, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 410.30 FEET TO A POINT ON THE SOUTH LINE OF RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING;

THENCE N 89°22'13" E, ALONG SAID SOUTH LINE, A DISTANCE OF 1316.70 FEET;  
THENCE S 00°37'47" E, A DISTANCE OF 466.00 FEET;  
THENCE S 89°22'13" W, A DISTANCE OF 1321.30 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10;  
THENCE N 00°03'49" W, ALONG SAID WEST LINE, A DISTANCE OF 466.02 FEET TO THE POINT OF BEGINNING.

NO.	DATE	DSGN	JUC	DR	JUC	CHK	JSO	APVD	JSO

1529 MARKET STREET, SUITE 200  
DENVER, COLORADO 80202

146 WEST BOYLSTON DRIVE  
WORCESTER, MA 01606

ARAPAHOE STATE LAND BOARD  
ARAPAHOE COUNTY, COLORADO

COVER SHEET

VERIFY SCALE  
BAR IS ONE INCH ON  
ORIGINAL DRAWING.  
0 \_\_\_\_\_ SCALE

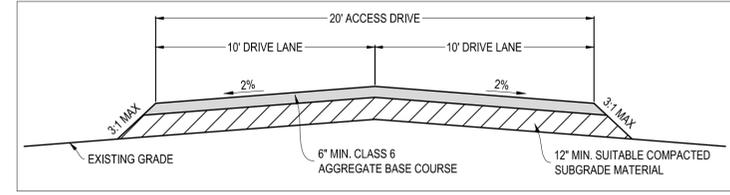
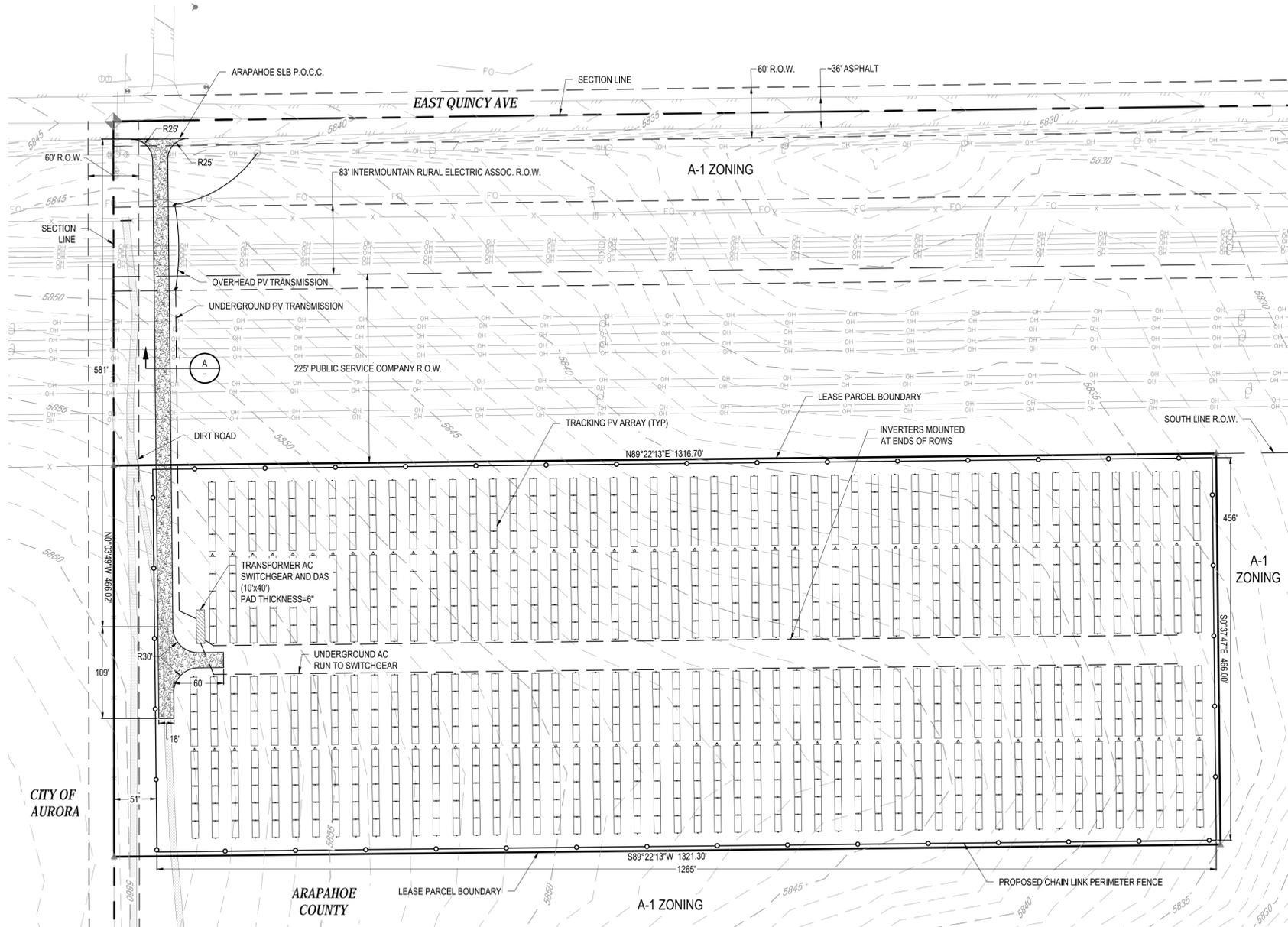
DATE	APRIL 1, 2016
FILE	1-CVR
DWG	CVR
SHEET	1 OF 4



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# ARAPAHOE STATE LAND BOARD USE BY SPECIAL REVIEW

A PORTION THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO



**A** TYPICAL ACCESS DRIVE SECTION  
NTS

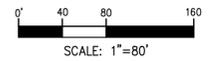
Project Summary	
System Size (kW-DC)	2000 kW DC-STC
System Size (kW-AC)	1734 kW AC
Tilt	60°/60°
Azimuth	180°
Module	Qty. 18180, FIRST SOLAR FS-4110-2
Inverter 1	Qty. 1, SMA 3000TL-US
Inverter 2	Qty. 71, SMA 24000TL-US
Racking System	NEXTRACKER (101) 4X5X9 TABLES
Max. Array Height	11' at 60°
Max. Inverter Height	6'

### OTHER SPECIFIC NOTES

- GENERATION FACILITY LAYOUT IS CONCEPTUAL AT THIS TIME. FINAL EQUIPMENT SELECTION AND LOCATIONS, INCLUDING PV ARRAYS, INVERTERS, TRANSFORMERS, AND INTERCONNECTION EQUIPMENT MAY BE SUBJECT TO CHANGE DUE TO DESIGN OR UTILITY INTERCONNECTION REQUIREMENTS OR OTHER FACTORS. FINAL LOCATIONS FOR EQUIPMENT AND ALL OTHER FACILITY COMPONENTS MAY BE ANYWHERE WITHIN THE SOLAR SITING ENVELOPE AS DELINEATED BY THE SETBACK LINE.
- TREES ARE NOT OBSERVED WITHIN THE PV ARRAY AREAS. IF NECESSARY, TREES AND SHRUBS ARE TO BE REMOVED TO ALLOW FOR THE INSTALLATION OF THE ARRAYS AND TO ELIMINATE SHADING.
- ENERTIA CONSULTING GROUP, LLC ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN LOCATED BASED ON THE ALTA SURVEY. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
- EXACT ALIGNMENT OF THE UTILITY INTERCONNECTION LINE IS UNKNOWN AT THIS TIME. THE LINE MAY BE ABOVE OR BELOW GROUND DEPENDING ON THE UTILITY DESIGN REQUIREMENTS.
- THE SURFACE OF THE SITE SHALL BE NATIVE GRASS UNLESS OTHERWISE NOTED.
- THERE WILL BE NO SITE GRADING OTHER THAN WHAT IS REQUIRED TO INSTALL THE ACCESS DRIVE AND THE CONCRETE EQUIPMENT PADS.
- THE BENCHMARK IS A 3-1/2" ALLOY DISK SET IN A 10"x10" CONCRETE BASE, STAMPED "HILL USE 1960". TO REACH THE BENCHMARK GO EAST FOR 1 MILE FROM THE INTERSECTION OF SOUTH WATKINS ROAD AND QUINCY TO A SIDE ROAD TO THE SOUTH. GO SOUTH ON SAID SIDE ROAD FOR 2.1 MILES TO THE BENCHMARK. BENCHMARK IS LOCATED ON THE EAST SIDE OF SAID ROAD.
- PROPERTY SET BACKS:
  - FRONT: 100'
  - SIDE: 50'
  - REAR: 50'

### LEGEND

	SECTION LINE		FOUND SECTION CORNER, AS NOTED
	ROW LINE		SET #5 REBAR W/ YELLOW PLASTIC CAP, STAMPED "PLS 38151"
	LEASE PARCEL BOUNDARY		SIGN, AS NOTED
	EXISTING ASPHALT		UTILITY POLE
	EXISTING MINOR CONTOUR		GUY WIRE
	EXISTING MAJOR CONTOUR		TELEPHONE RISER
	SETBACK LINE		TELEPHONE MANHOLE
	PROPOSED CHAIN LINK PERIMETER FENCE		FIRE HYDRANT
	PV ARRAY		WATER VALVE
	PROPOSED ACCESS DRIVE (TYPICAL)		OVERHEAD UTILITY LINE
			UNDERGROUND FIBER OPTIC
			UNDERGROUND GAS UTILITY MARKING
			UNDERGROUND WATER UTILITY MARKING
			FENCE, AS NOTED



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**ENERTIA**  
CONSULTING GROUP  
1529 MARKET STREET, SUITE 200  
DENVER, COLORADO 80202

**Clean Energy COLLECTIVE**  
Community-owned Solar  
146 WEST BOYLSTON DRIVE  
WORCESTER, MA 01606

ARAPAHOE STATE LAND BOARD  
ARAPAHOE COUNTY, COLORADO

SITE PLAN

VERIFY SCALE  
BAR IS ONE INCH ON ORIGINAL DRAWING.

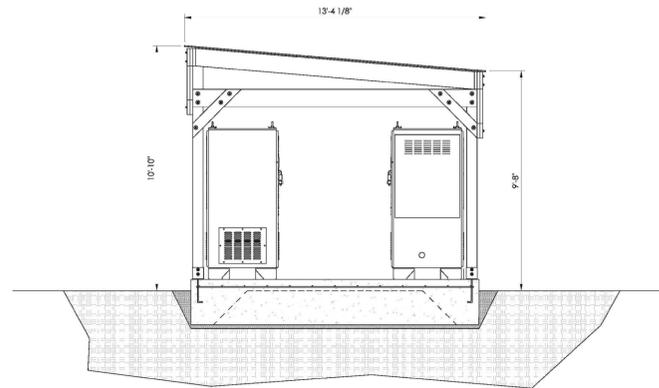
DATE	APRIL 1, 2016
FILE	2-SP
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SHEET	2 OF 4



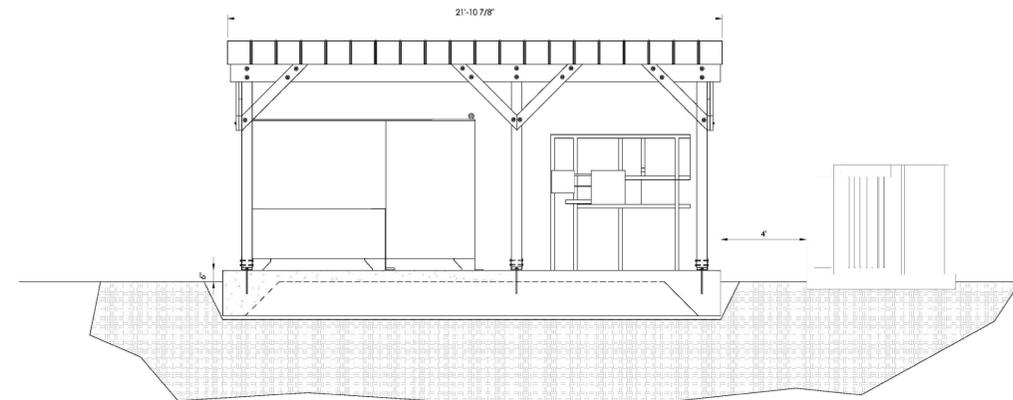
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# ARAPAHOE STATE LAND BOARD USE BY SPECIAL REVIEW

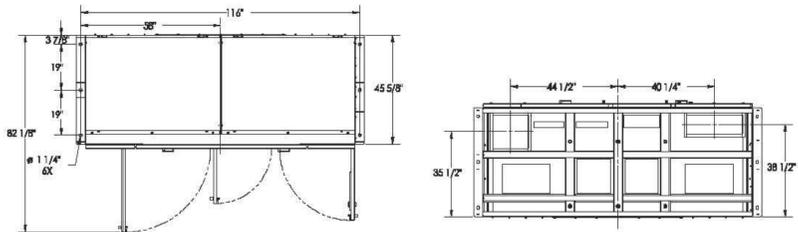
A PORTION THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO



**EQUIPMENT PAD SOUTH ELEVATION**  
SCALE: 1/2" = 1'-0"

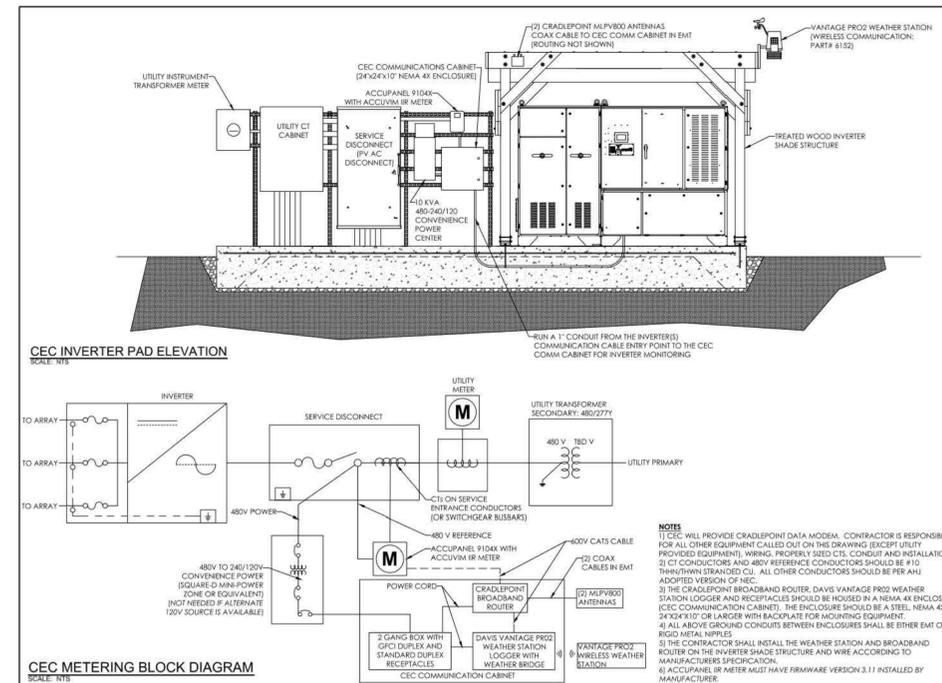


**EQUIPMENT PAD EAST ELEVATION**  
SCALE: 1/2" = 1'-0"



**TYPICAL INVERTER PAD PLAN AND ELEVATION**

NOT TO SCALE



**CEC INVERTER PAD ELEVATION**  
SCALE: 1/8"

**CEC METERING BLOCK DIAGRAM**  
SCALE: 1/8"



ARAPAHOE STATE LAND BOARD  
ARAPAHOE COUNTY, COLORADO

DETAIL SHEET

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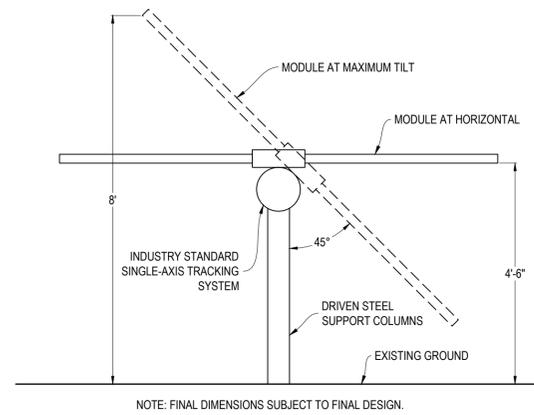
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DWG	DTL
SHEET	3 OF 4



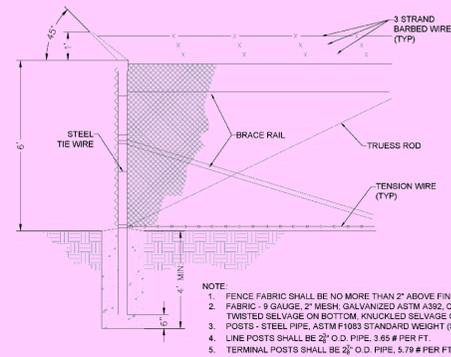
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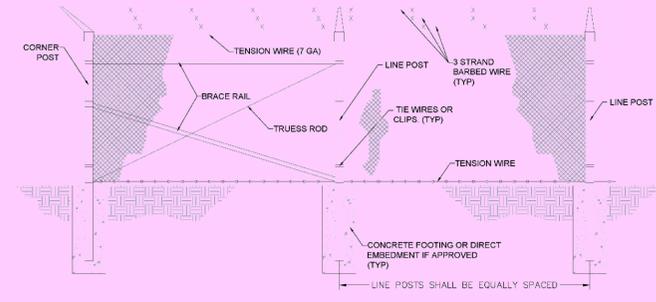
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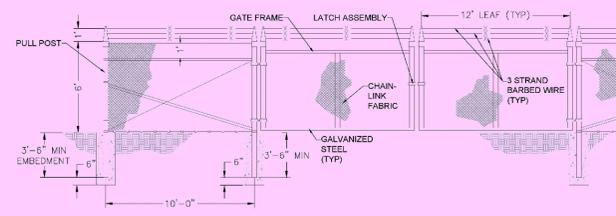
NOTE: FINAL DIMENSIONS SUBJECT TO FINAL DESIGN.  
**TYPICAL PV ARRAY RACKING SYSTEM**  
NOT TO SCALE



**1 CORNER POST DETAIL**  
NFS



**2 BRACE PANEL DETAIL**  
NFS



**3 24' SWINGING MAIN ACCESS GATE DETAIL**  
NFS

NO.	DATE	DSGN	JUC	DR	JUC	CHK	JSO	APVD	JSO

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

WHEREAS, application has been made by Clean Energy Collective LLC for a Use by Special Review (USR) for a Community Solar Garden (Case No. U16-001) for certain property hereinafter described, to-wit:

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING ASSUMED TO BEAR S 00°03'49" E, FROM THE NORTHWEST CORNER OF SAID SECTION 10, BEING A 3 1/4" ALUMINUM CAP STAMPED "PLS 23527", TO THE WEST QUARTER CORNER OF SAID SECTION 10, BEING A 2 1/2" BRASS CAP STAMPED "RLS 434", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 10, THENCE S 00°03'49" E, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 410.30 FEET TO A POINT ON THE SOUTH LINE OF THAT PUBLIC SERVICE COMPANY RIGHT-OF-WAY NO. 3487, AS RECORDED AT RECEPTION NO. D1078854 IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING:

THENCE N 89°22'13" E, ALONG SAID SOUTH LINE, A DISTANCE OF 1316.70 FEET;  
THENCE S 00°37'47" E, A DISTANCE OF 466.00 FEET;  
THENCE S 89°22'13" W, A DISTANCE OF 1321.30 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10;  
THENCE N 00°03'49" W, ALONG SAID WEST LINE, A DISTANCE OF 466.02 FEET TO THE POINT OF BEGINNING.

and

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

WHEREAS, following the Planning Commission hearing, public notice of a hearing before the Arapahoe County Board of County Commissioners ("the Board") was properly given of such proposed USR by publication on June 30, 2016 in The Villager, a newspaper of general circulation within the Arapahoe County, 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 statute and the aforementioned notice provisions, a public hearing was held before the Board at the Arapahoe County Administration Building, 5334 S. Prince St., Littleton, Colorado, on the 8th day of March, 2016 at 9:30 o'clock AM, at which time evidence and testimony were presented to the Board concerning said USR request; and

WHEREAS, the administrative record for this case includes, but is not limited to, all duly adopted ordinances, resolutions, and regulations, together with all 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, pursuant to the authority vested unto the Board by Article 28 of Title 30 C.R.S. as amended, the Board finds that the application complies with the Arapahoe County Land Development Code and has concluded that the public health, safety, convenience, and general welfare, as well as good zoning practice, justifies granting the USR of the hereinafter described property 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. The Board of County Commissioners for Arapahoe County hereby grants and approves the application for USR, Case No. U16-001, Arapahoe State Land Board Community Solar Garden, for the aforementioned properties, subject to the stipulations and/or conditions precedent as hereinafter delineated.
2. Approval of this USR 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 USR 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 preparing a mylar for signature by the Chair of the Board of County Commissioners within sixty (60) days of this date and by continuing with the development of the property:
  - a) The applicant's compliance with the stipulations of the Arapahoe County Planning Commission as set forth in the record of the proceedings before the Planning Commission, except as modified by the Board in this 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 including:
    1. The applicant will modify the plans as requested by the Public Works & Development Department, prior to the signing of the mylars and before the commencement of any construction activities relating to this project.
    2. The applicant will avoid any areas of paleontological, historic, or archaeological importance. If avoidance is not possible, further testing will be conducted, with landowner's permission, to determine the site's eligibility for historic status and a treatment plan will be developed that will be followed to protect eligible sites. The applicant will notify the County of any plans or

activities to deal with historic, paleontological or archaeological sites that cannot be avoided by the construction of the solar garden.

3. The applicant will avoid any Federal and/or State Threatened and Endangered Species, as well as State Species of Concern, if found to exist in areas where the solar garden will be constructed. If any Federal and/or State Threatened and Endangered Species or any State Species of Concern is found to exist in areas where the solar garden will be constructed, then the applicant will collaborate with Colorado Parks and Wildlife and Arapahoe County to mitigate and minimize any potential impact to these species.
  4. The applicant will provide the County with a noxious weed control plan for the site prior to construction.
- c) The applicant's compliance with all additional conditions of approval stated by the Board, including:
1. The applicant will modify the plans as requested by the Public Works & Development Department, prior to the signing of the mylars and before the commencement of any construction activities relating to this project.
  2. The applicant will avoid any areas of paleontological, historic, or archaeological importance. If avoidance is not possible, further testing will be conducted, with landowner's permission, to determine the site's eligibility for historic status and a treatment plan will be developed that will be followed to protect eligible sites. The applicant will notify the County of any plans or activities to deal with historic, paleontological or archaeological sites that cannot be avoided by the construction of the solar garden.
  3. The applicant will avoid any Federal and/or State Threatened and Endangered Species, as well as State Species of Concern, if found to exist in areas where the solar garden will be constructed. If any Federal and/or State Threatened and Endangered Species or any State Species of Concern is found to exist in areas where the solar garden will be constructed, then the applicant will collaborate with Colorado Parks and Wildlife and Arapahoe County to mitigate and minimize any potential impact to these species.
  4. The applicant will provide the County with a noxious weed control plan for the site prior to construction.
- d) The applicant's performance of all commitments and promises made by the applicant or its representatives and stated to the Board on the record, or contained within the materials submitted to the Board.
4. Upon the applicant's completion of any and all changes to the revised USB mylar as may be required by this Resolution, the Chair of the Board of County Commissioners is hereby authorized to sign same.
  5. That the Zoning Map of Arapahoe County shall be and the same is hereby amended to conform to and reflect said change.

6. County planning, engineering and legal staff are authorized to make any changes to the mylar form of the approved document as may be needed to conform the documents to the form and content requirements of the County in existence at the time the documents are submitted for signature, and to make such other changes that are expressly stated by staff before the Board, or are recommended by staff in the written staff reports, or are referred to by the movant Commissioner. No other deviation or variance from the form and content of the documents submitted for the Board's consideration are approved except to the extent stated in this resolution.
7. The County Attorney, with the concurrence of the planning and/or engineering case managers, is authorized to make appropriate modifications to the resolution and plan documents as needed to accurately reflect the matters presented to the Board and to record and clarify, as necessary, other aspects and ramifications of the Board's action.

The vote was:

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

The Chair declared the motion carried and so ordered.