Administration Building
East Hearing Room
5334 S. Prince St.
Littleton, CO 80120
303-795-4630
Relay Colorado 711
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

November 15, 2016
9:30 A.M.

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

AGENDA

1. **OPENING**

1.a. **CALL TO ORDER**
Arapahoe County Board of County Commissioners

1.b. **INTRODUCTION**
Ron Carl, County Attorney
Joleen Sanchez, Asst. Clerk to the Board

1.c. **ROLL CALL**

1.d. **PLEDGE OF ALLEGIANCE**

2. **MODIFICATION TO THE AGENDA**

3. **ADOPTION OF THE AGENDA**

4. **APPROVAL OF THE MINUTES**

4.a. **BOCC Public Meeting Minutes - October 18, 2016**

Documents:

BOCC PUBLIC MEETING MINUTES 10.18.2016.PDF

4.b. **BOCC Public Meeting Minutes - October 25, 2016**

Documents:

BOCC PUBLIC MEETING MINUTES 10.25.2016.PDF

5. **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.

6. **CONSENT AGENDA**

6.a. **10.24.2016 Warrant ACH Expenditure Report**
Authorization to sign the Warrant Disbursement Register

Ron Carl, County Attorney

Documents:

10.24.2016 WARRANT ACH EXPENDITURE REPORT.PDF

6.b. **10.31.2016 Warrant ACH Expenditure Report**
Authorization to sign the Warrant Disbursement Register

Ron Carl, County Attorney

Documents:

10.31.2016 WARRANT ACH EXPENDITURE REPORT.PDF

6.c. **A16-005 - Mineral Self Storage Drainage Easements (Off-site)**
Adoption of a resolution to accept the Uniform Easement Deed and Revocable Storm Drainage License Agreement for drainage easement dedication upon the recommendation of the County's Project Engineer and the Director of the Public Works and Development, granted by Dove Valley Business Park Associates, Ltd., granting an interest in Lot 10, Block 1, Dove Valley V, Filing No. 13

Spencer M. Smith, PE, Case Engineer, Public Works and Development
Chuck Haskins, PE, Division Manager, Engineering Services Division, Public Works and Development
David M. Schmit, Director, Public Works and Development
Keith Ashby, Purchasing Manager, Finance
Robert Hill, Senior Assistant County Attorney

Documents:

A16-005_BOCC PACKET_OFFSITE_110116.PDF

6.d. **A16-005 - Mineral Self Storage Drainage Easements (On-Site)**
Adoption of a resolution to accept the Uniform Easement Deed and Revocable Storm Drainage License Agreement for drainage easement dedication, upon the recommendation of the County's Project Engineer and the Director of the Public Works and Development, granted by MCCW Holdings, LLC, granting an interest in Lot 10, Block 1, Dove Valley V, Filing No. 13

Spencer M. Smith, PE, Case Engineer, Public Works and Development
Chuck Haskins, PE, Division Manager, Engineering Services Division, Public Works and Development

David M. Schmit, Director, Public Works and Development
Keith Ashby, Purchasing Manager, Finance
Robert Hill, Senior Assistant County Attorney

Documents:

A16-005_BOARD PACKET_1101016.PDF

6.e. **Abatements**

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

Barb LeBlanc, Paralegal
Ron Carl, County Attorney

Documents:

10-25 BSR.DOC
DRAFT RESO.DOC

6.f. **Approval of Cultural Council 2016 Appointments, Reappointments and Affirmation of Appointments**

Adoption of a resolution approving citizen appointments, reappointments and affirmation of appointments to the Cultural Council, pursuant to the terms contained therein

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

Documents:

CULT COUNC-APPTS-REAPPTS-2016-BSR-RESO.PDF

6.g. **Authorization for Legal Representation; Cummings v. ACSO, et al.**

Adoption of a resolution authorizing legal representation and indemnification for Sheriff David Walcher named in a civil lawsuit in the Arapahoe County District Court, *Cummings v. Arapahoe County Sheriff Office, et al.* Case No. 16-cv-32444

Daniel Perkins, Senior Assistant County Attorney
Ron Carl, County Attorney

Documents:

BOCC BSR FINAL - CUMMINGS CASE INDEMNIFICATION 11-8-16.DOCX
BOCC RESO DRAFT.DOCX

6.h. **Board of Assessment Appeals (1 Resolution)**

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

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

Documents:

11 NOVEMBER 15, 2016.DOC
SAMPLE BAA RESOLUTION.DOC

6.i. **Cancellation of the BOCC Study Sessions and Public Meetings on December 19, 20 and 27, 2016**

Adoption of a resolution to cancel the BOCC Study Sessions and Public Meetings on December 19, 20 and 27, 2016, due to a lack of quorum

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

Documents:

CANCEL DEC MTGS-2016-BSR AND RESO.PDF

6.j. **Cherry Creek Lake Project Easement DACW45-2-16-0017**

Adoption of a resolution approving the Department of the Army Easement for a Stilling Basin/ Flow Diffuser Right of Way located on the Cherry Creek Lake Project and authorizing the Chair of the Board of County Commissioners to sign the Agreement and to authorize the Clerk to the Board of County Commissioners to sign the accompanying Certificate of Authority document

Chuck Haskins, PE, Division Manager, Engineering Services Division, Public Works and Development
David M. Schmit, Director, Public Works and Development
Keith Ashby, Purchasing Manager, Finance
Robert Hill, Senior Assistant County Attorney

Documents:

BSR FOR USACE EASEMENT DACW45-2-16-6017.PDF
EASEMENTS NO DACW45-2-16-0017.PDF
CERTIFICATE OF AUTHORITY FOR USACE DACW45-2-16-17.PDF

6.k. **City of Sheridan Property Damage Release**

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign a Release for Property Damage Only in order for the City of Sheridan to issue payment to the County for damage caused by a City of Sheridan Police vehicle backing into an Arapahoe County Sheriff's Office vehicle, pursuant to the terms contained therein

Benjamin Swartzendruber, Assistant County Attorney
Ron Carl, County Attorney

Documents:

BSR RE CITY OF SHERIDAN RELEASE 2016.11.02.DOC
RESO_SHERIDAN RELEASE.DOCX
CITY OF SHERIDAN PROPERTY DAMAGE RELEASE 2016.05.28.DOC

6.l. **Community Services Block Grant 2017 Budget**

Adoption of a resolution approving the 2017 Community Services Block Grant budget use of funds to provide Homemaker Services, Emergency Services to the Eastern Plains, a cost allocated portion of the Housing Specialist, emergency

housing related services, and to fund the development of the 2018-2021 Needs Assessment and Action Plan

Linda Haley, Senior Resources Division Manager, Community Resources
Don Klemme, Director, Community Resources
Todd Weaver, Budget Manager, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

2017 COMMUNITY SERVICES BLOCK GRANT CONSENT AGENDA.DOC
RESO.DOCX

6.m. **Family Promise TBRA HOME funding increase**

Adoption of a resolution approving the request from Housing and Community Development Services (HCDS) to increase the Family Promise Tenant Based Rental Assistance (TBRA) program by $47,970, to continue operating their TBRA program

Liana Escott, Community Development Administrator, Community Resources
Don Klemme, Director, Community Resources
Keith Ashby, Purchasing Manager, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

CONSENT AGENDA FAMILY PROMISE TBRA INCREASED FUNDING.DOC

6.n. **Incentive Payment Agreement - Charter Communications Holding Company LLC**

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the Incentive Payment Agreement between Arapahoe County and Charter Communications Holding Company LLC for a refund of 100% of the business personal property taxes associated with the new business facilities and the expanded business facilities located at 6360 South Fiddler's Green Circle, Greenwood Village, 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 - CHARTER COMM HOLD CO LLC - CONSENT AGENDA 11-15-16.DOC
RESO NO. 160___ - AUTH TO SIGN TAX INCENTIVE AGRT CHARTER COMM HOLD CO LLC NEW (2016) - ADOPTED _____.DOC
CHARTER INCENTIVE AGREEMENT ARAPAHOE COUNTY - REV - SIGNED 10-11-16.PDF

6.o. **Older American's Act/State Fund for Seniors Transportation Program**

Adoption of a resolution approving the continued involvement of the Senior Resources
Division staff in the Older American's Act/State Funding for Seniors transportation program for seniors in Arapahoe County

Linda Haley, Senior Resources Division Manager, Community Resources
Don Klemme, Director, Community Resources
Keith Ashby, Purchasing Manager, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

OLDER AMERICANS ACT TRANSPORTATION CONSENT AGENDA.DOC
RESO.DOCX

6.p. **West Bijou Property (aka Marrs Property) Transfer Approval**

Adoption of a resolution approving the transfer of the West Bijou Property from the Plains Conservation Center to the Savory Institute, pursuant to the terms and conditions of the existing perpetual conservation easement on the property held by Colorado Open Lands

Josh Tenneson, Grants and Acquisitions Manager, Open Spaces
Shannon Carter, Director, Open Spaces and Intergovernmental Relations
Keith Ashby, Purchasing Manager, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

BSR_CA_WEST BIJOU PCC_11.15.16.PDF

7. **GENERAL BUSINESS ITEMS**

7.a. ***PUBLIC HEARING - W16-001 Land Development Code Amendment to 12-1900 to add Small-Scale Solar Facilities**

Consideration of a request to amend Section 12-1900 of the Land Development Code to be titled Energy Facilities and to establish an administrative process for small-scale solar facilities of no more than two megawatts capacity

Presenter - Diane Kocis, Oil and Gas Specialist, Public Works and Development
Jan Yeckes, Planning Division Manager, Public Works and Development
David M. Schmit, P.E., Director, Public Works and Development
Keith Ashby, Purchasing Division Manager, Finance
Robert Hill, Senior Assistant County Attorney

Documents:

W16-001 BSR SOLAR ENERGY PACKET.PDF
W16-001 DRAFT CODE APPENDIX A.PDF
W16-001 SOLAR MOU.PDF

8. **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 Relay Colorado 711.
Please contact our office at least 3 days in advance to make arrangements.

MINUTES OF THE ARAPAHOE COUNTY
BOARD OF COUNTY COMMISSIONERS
TUESDAY, OCTOBER 18, 2016

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

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

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

CALL TO ORDER
Commissioner Doty called the meeting to order.

INTRODUCTIONS

ROLL CALL

PLEDGE OF ALLEGIANCE

MODIFICATION(S) TO THE AGENDA
There were no modifications to the agenda.

ADOPTION OF THE AGENDA
The motion was made by Commissioner Holen and duly seconded by Commissioner Jackson to adopt the Agenda as presented.

The motion passed 5-0.

CEREMONIES
There were no ceremonies on this date.

MINUTES
The motion to adopt the meeting minutes from September 13, 2016 was made by Commissioner Jackson, duly seconded by Commissioner Sharpe.

The audio recording is the official County record of this meeting. Written minutes are a summary of the meeting and provided as a courtesy only.

The motion passed unanimously.

The motion to adopt the meeting minutes from September 20, 2016 was made by Commissioner Holen, duly seconded by Commissioner Jackson.

The motion passed 4-0, Commissioner Sharpe abstained.

CITIZEN COMMENT PERIOD
Maureen Welch, citizen, discussed the issue of auditing Developmental Pathways.

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. 160618 - Case WVR16-021 - Arapahoe Lakes Fee Waiver

Bill Skinner, Senior Planner, introduced the request, and explained why staff does not support a waiver.

Colin Mielke, attorney for Arapahoe Lakes Public Park District, explained why the District is requesting a waiver of fees of approximately $3,500-$4,000. He described the documents that have been submitted to the County.

Andrew Shearer, president of the District, reviewed the history of the area and why the land was not conveyed to the District.

Mr. Mielke further explained that there is existing bond financing; this could be an issue in the future.

Commissioner Sharpe asked if there is a way for the developer to fix this issue at no cost.

Mr. Mielke said there was nothing done illegally, but it is not practical for the District to maintain a property that the HOA owns, and going back to the developer is not an option.

Commissioner Sharpe proposed charging only the planning review fee, which is $1,500.00.

The motion was made by Commissioner Sharpe and duly seconded by Commissioner Doty in the case of WVR16-021, Arapahoe Lakes Parks District - Request for Waiver of Fees associated with a Subdivision Exemption, that the Board has read the Board Summary Report and received testimony at the regularly scheduled public meeting of the Board on October 18, 2016. The Board approves a partial fee waiver of $2,000.00, with a total fee of $1,500.00.

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Commissioner Jackson explained why she does not support the motion to approve the approve the fee waiver.

The motion passed 4-1, Commissioner Jackson opposed.

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 10:10 a.m.

ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS

_____

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

The audio recording is the official County record of this meeting. Written minutes are a summary of the meeting and provided as a courtesy only.

MINUTES OF THE ARAPAHOE COUNTY
BOARD OF COUNTY COMMISSIONERS
TUESDAY, OCTOBER 25, 2016

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

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

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

CALL TO ORDER
Commissioner Doty called the meeting to order.

INTRODUCTIONS

ROLL CALL

PLEDGE OF ALLEGIANCE

MODIFICATION(S) TO THE AGENDA
There were no modifications to the agenda.

ADOPTION OF THE AGENDA
The motion was made by Commissioner Sharpe and duly seconded by Commissioner Holen to adopt the Agenda as presented.

The motion passed 5-0.

CEREMONIES
Retirement Ceremony for Tammy King, Zoning Administrator, Public Works and Development

Commissioner Doty read the retirement resolution into the record.

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The motion to adopt the retirement resolution for Tammy King was made by Commissioner Jackson, duly seconded by Commissioner Bockenfeld.

The motion passed 5-0.

APPROVAL OF THE MINUTES
The motion to adopt the minutes from the September 27, 2016 Public Meeting was made by Commissioner Holen, duly seconded by Commissioner Sharpe.

The motion passed 5-0.

CITIZEN COMMENT PERIOD
There were no citizen comments on this date.

CONSENT AGENDA
The motion was made by Commissioner Jackson 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. 160631 - Case No. P16-011, Sky Ranch, Preliminary Plat

Robert Hill, Senior Assistant County Attorney, established jurisdiction to hear Case P16-011 and Case Z16-003.

Sherman Feher, Senior Planner, introduced the applications for a preliminary plat and preliminary development plan (PDP).

Mark Harding, representing the applicant, presented a PowerPoint presentation and reviewed the history and details of the plan.

There was discussion regarding the water supply and the traffic impact, specifically the access to and from Interstate 70.

The public comment period was opened.

There were no public comments.

The motion was made by Commissioner Bockenfeld and duly seconded by Commissioner Sharpe in the case of P16-011, Sky Ranch Preliminary Plat, that the Board has read the staff report and received testimony at the public hearing. The Board is in agreement with staff findings including the draft plan and attachments as set forth in the Board Summary Report dated October 3, 2016, and approve this case, subject to the following conditions:

1. The applicant will make minor modifications to the plans and supporting documentation, as identified by PWD staff, prior to signature on the mylar,

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2. The applicant agrees to address all Division of Engineering Services' findings, comments and concerns, as identified within all related Engineering report(s).
3. The applicant will be able to construct 774 residential dwelling units without filing a 1601 process with CDOT. No further development beyond the 774 residential dwelling units will be permitted until completion of the CDOT 1601 process.
4. The applicant agrees to address all SEMSWA's comments and concerns.
5. The applicant agrees to address all UDFCD's (Urban Drainage) comments and concerns.
6. The applicant agrees to address all CDOT's comments and concerns.
7. The applicant agrees to address all Bennett Fire Protection District's comments and concerns.
8. The applicant will provide detailed water supply and demand information at the Final Plat stage of the development process and in approving this amendment to the Preliminary Development Plan, the Board is not making the determination under CRS 29-20-303 as to the adequacy of the water supply for the Sky Ranch development and instead will make that determination separately at the time of Final Plat approval for the development; and all development in the areas covered by the Sky Ranch Preliminary Development Plan is contingent upon the Board of County Commissioners' approval of the water supply as adequate for the Development.
9. The applicant shall confirm whether the development is within the Denver International Airport influence area and if so appropriate avigation easements will be required and, if appropriate, building requirements to mitigate airport noise impacts may be required by a future board.

The motion passed 5-0.

Item 2 – Resolution No. 160632 - Case No. Z16-003, Sky Ranch Preliminary Development Plan Amendment

The motion was made by Commissioner Bockenfeld and duly seconded by Commissioner Sharpe in the case of Z16-003, Sky Ranch Preliminary Development Plan Amendment, the Board has read the staff report and received testimony at the public hearing. The Board is in agreement with staff findings including the draft plan and attachments as set forth in the Board Summary Report dated October 3, 2016, and approve this case, subject to the following conditions:

1. The applicant will make minor modifications to the plans and supporting documentation, as identified by PWD staff, prior to signature on the mylar,
2. The applicant agrees to address all Division of Engineering Services' findings, comments and concerns, as identified within all related Engineering report(s).
3. The applicant will be able to construct 774 residential dwelling units without filing a 1601 process with CDOT. No further development beyond the 774 residential dwelling units will be permitted until completion of the CDOT 1601 process.
4. The applicant agrees to address all SEMSWA's comments and concerns.
5. The applicant agrees to address all UDFCD's (Urban Drainage) comments and concerns.
6. The applicant agrees to address all CDOT's comments and concerns.
7. The applicant agrees to address all Bennett Fire Protection District's comments and concerns.
8. The applicant will provide detailed water supply and demand information at the Final Plat stage of the development process and in approving this Preliminary Plat, the Board is **not**

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making the determination under CRS 29-20-303 as to the adequacy of the water supply for the Sky Ranch development and instead will make that determination separately at the time of Final Plat approval for the development; and all development in the areas covered by the Sky Ranch Preliminary Development Plan is contingent upon the Board of County Commissioners' approval of the water supply as adequate for the Development.

9. The applicant shall confirm whether the development is within the Denver International Airport influence area and if so appropriate avigation easements will be required and, if appropriate, building requirements to mitigate airport noise impacts may be required by a future board.

The motion passed 5-0.

Item 3 – Resolution No. 160633 - 2017 Budget

John Christofferson, Deputy County Attorney, established jurisdiction for the Board to consider the 2017 budgets.

Todd Weaver, Budget Manager, reviewed a PowerPoint presentation, a copy of which was retained for the record.

Commissioner Doty asked how much more, in interest revenue, does the County have in the 2017 budget versus the 2016 budget.

Mr. Weaver said $800,000.

Commissioner Doty asked about the $86,000 buffer. Mr. Weaver said there may be other operating requests for the 2017 budget.

The public hearing was opened.

There were no public comments.

The motion was made by Commissioner Sharpe and duly seconded by Commissioner Jackson to accept the 2017 recommended budgets for Arapahoe County, the Arapahoe Law Enforcement Agency, and the Arapahoe County Recreation District, and acting as the ex officio Board of the Arapahoe County Water and Waste Water Public Improvement District, to accept the recommended budget for Arapahoe County Water and Waste Water Public Improvement District, and to continue these public hearings until December 13, 2016 at 9:30 A.M., at which time the Board of County Commissioners shall consider whether to adopt theses budgets, pursuant to Section 29-1-108 C.R.S., and to take further action as required by law.

The motion passed 5-0.

COMMISSIONER COMMENTS

Commissioner Bockenfeld requested 10 minutes of the Board's time for an administrative meeting.

The audio recording is the official County record of this meeting. Written minutes are a summary of the meeting and provided as a courtesy only.

There being no other business before the Board, the public meeting was adjourned by Commissioner Doty at 10:50 a.m.

ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS

_____

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

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REPORT FOR 10/18/2016 TO 10/24/2016
FUNDS SUMMARY:

FUNDS SUMMARY:

10 General Fund	850,600.05
11 Social Services	235,354.29
14 Law Enforcement Authority Dist	9,049.91
15 Arapahoe / Douglas Works!	92,408.39
16 Road and Bridge	341,843.62
20 Sheriff's Commissary	22,594.58
21 Community Development	9,421.60
26 Grants	43,467.24
28 Open Space Sales Tax	192,917.79
29 Homeland Security - North Cent	24,514.47
33 Building Maintenance Fund	98,936.02
34 Fair Fund	160.33
41 Capital Expenditure	106,053.94
42 Infrastructure	451,206.42
43 Arapahoe County Recreation Dis	8,837.42
70 Central Services	149,646.44
71 Self-Insurance Liability	6,472.89
73 Self-Insurance Workers Comp	1,444.98
74 Self-Insurance Dental	31,385.24
84 E-911 Authority	33,100.36
	==========
TOTAL	2,709,415.98

FUND REPORT - EXPENDITURE TYPE
FUND 10 EXPENDITURE REPORT

1435 MOLINE LLC	MISC.	69.10
1ST CLASS TOWING	Services And Other	775.00
A2M4SEEN LLP	Supplies	574.00
ALL CHECKS CASHED OF COLORADO	MISC.	25.00
AMANDA L JUAREZ	MISC.	15.00
AMERICAN TIRE DISTRIBUTORS INC	Supplies	660.08
ANDREA RASIZER	Services And Other	143.52
ANDREW BARRANCO	Services And Other	80.57
ANDREW CORNELL	Services And Other	83.70
APCO INTERNATIONAL INC	Supplies	1,575.00
APWA COLORADO CHAPTER	Services And Other	1,500.00
AQUA SERVE	Services And Other	166.00
ARAMARK CHICAGO LOCKBOX	Services And Other	8,562.00
ARAMARK CHICAGO LOCKBOX	Supplies	74,051.11
ARAMARK SERVICES INC	Supplies	109.21
ARAPAHOE COUNTY SHERIFFS OFFICE	Supplies	52.26
ARAPAHOE LIBRARY DISTRICT	Services And Other	11,515.16
ARROW ELECTRONICS INC	Services And Other	9,644.53
ARTWORKS UNLIMITED INC THE	Services And Other	535.00
AT&T MOBILITY II LLC	Services And Other	284.16
AUTONATION	Supplies	92.50
BARBARA JO GUNNINK	MISC.	15.00
BASHIR SHAIKH MOHAMED	MISC.	25.00
BATTERY SYSTEMS INC	Supplies	66.71
BC SERVICES INC	MISC.	15.00
BRAMMER LAW OFFICE PC	MISC.	15.00
BRIAN WEISS	Services And Other	400.00

REPORT FOR 10/25/2016 TO 10/31/2016
FUNDS SUMMARY:

FUNDS SUMMARY:		
10 General Fund	500,022.57	
11 Social Services	330,675.74	
14 Law Enforcement Authority Dist	3,240.74	
15 Arapahoe / Douglas Works!	53,469.38	
16 Road and Bridge	907,871.09	984,560.17
20 Sheriff's Commissary	16,233.64	
21 Community Development	2,261.61	
26 Grants	40,535.72	
28 Open Space Sales Tax	597,428.47	
29 Homeland Security - North Cent	1,920.45	
33 Building Maintenance Fund	69,399.17	69,399.16
34 Fair Fund	1,100.00	
41 Capital Expenditure	656,563.55	707,232.97
42 Infrastructure	255,101.27	170,845.91
43 Arapahoe County Recreation Dis	1,563.75	
70 Central Services	163,463.24	
71 Self-Insurance Liability	9,263.45	
73 Self-Insurance Workers Comp	35,754.46	
84 E-911 Authority	23,296.48	
	==========	
TOTAL	3,669,164.78	3,712,267.91

FUND REPORT - EXPENDITURE TYPE
FUND 10 EXPENDITURE REPORT

4 RIVERS EQUIPMENT LLC	Supplies	178.93
A2M4SEEN LLP	Supplies	745.78
ACSO EMPLOYEE TRUST FUND	MISC.	930.00
ADAMA TOURE	MISC.	15.00
ALL TRAFFIC DATA SERVICES INC	Services And Other	400.00
ALLEGIANT MORTUARY TRANSPORT LLC	Services And Other	5,128.50
ALLIED SECURITY HOLDINGS LLC	Services And Other	59,938.65
ALPINE CREDIT INC	MISC.	15.00
ALSCO	Supplies	489.69
AMCON THE EYECARE SUPPLY CTR	Supplies	297.96
AMERICAN TIRE DISTRIBUTORS INC	Supplies	1,529.52
AN/CF ACQUISITION CORP	Services And Other	190.00
ANDREW BENOIT	MISC.	15.00
ANGEL DAVID CHACON	MISC.	15.00
ANTONIO A MENDEZ	MISC.	15.00
ARAMARK CHICAGO LOCKBOX	Services And Other	225.00
ARAMARK CHICAGO LOCKBOX	Supplies	24,325.37
ARAPAHOE COUNTY	Services And Other	120.00
ARAPAHOE HOUSE	Services And Other	69,999.99
ASI MODULEX	Supplies	90.00
AT&T MOBILITY II LLC	Services And Other	52.50
AURORA MENTAL HEALTH CTR	Services And Other	3,120.00
AUTOMOTIVE TRAINING GROUP INC	Services And Other	10,800.00
AV-TECH ELECTRONICS	Supplies	354.84
BASELINE ASSOCIATES INC	Services And Other	5,460.00
BATTERY SYSTEMS INC	Supplies	148.14
BETH A KINSKY	Services And Other	40.00
BOBCAT OF THE ROCKIES LLC	Supplies	1,776.07

Board Summary Report

Date: November 1, 2016

To: Board of County Commissioners

Through: David M. Schmit, PE, Director
Public Works and Development

From: Chuck Haskins, PE, Division Manager
Public Works and Development Engineering Services Division

Subject: Lot 10, Block 1, Dove Valley V, Filing No. 13
(Mineral Self Storage, Off-Site Drainage Easements)

Request and Recommendation
The purpose of this report is to request the Board accept conveyance of three (3) drainage easements. Staff have reviewed the easements and determined that they meet the County's requirements. Staff recommends that the drainage easements granted by Dove Valley Business Park Associates, Ltd. be accepted by the Board.

Background
The easements are related to the proposed development of Lot 10, Block 1, Dove Valley V, Filing No. 13 (Mineral Self Storage). An FDP is currently being processed by Arapahoe County for the Mineral Self Storage project.

The easements are located on adjacent lots (Lots 7, 8 and 9 of Dove Valley V No. 13) and are required to allow for conveyance of off-site storm drainage flows. These three easements are being dedicated by Dove Valley Business Park Associates, Ltd.

Links to Align Arapahoe

Discussion
County criteria requires that public drainage improvements be contained within a drainage easement or tract dedicated to Arapahoe County. Acceptance of the proposed drainage easements will allow for access to the proposed public drainage improvements for repairs, maintenance, etc. in the future, if the Owner does not fulfill their maintenance obligations per the Operations and Maintenance manual for the project.

Alternatives
N/A

Fiscal Impact
There is no fiscal impact related to this request.

Concurrence
The drainage easement agreement was reviewed by the County Attorney's Office and Engineering Services Division staff. The legal descriptions and exhibits were reviewed by Engineering Services Division and Mapping staff.

Attorney Comments
N/A

Reviewed By:
Spencer M. Smith, PE, Case Engineer
Chuck Haskins, PE, Division Manager, Engineering Services Division
David M. Schmit, Director, Public Works and Development
Robert Hill, Assistant County Attorney, Attorney's Office

Attachments: Uniform Easement Deed and Revocable Storm Drainage License Agreement
Three (3) Drainage Easement Legal Descriptions, Exhibits 'A1', 'A2' and 'A3'
Resolution for Acceptance of Drainage Easements

UNIFORM EASEMENT DEED AND REVOCABLE STORM DRAINAGE LICENSE AGREEMENT

This Easement Deed and Revocable Storm Drainage License Agreement is made this 31ST day of OCTOBER, 2016, between DOVE VALLEY BUSINESS PARK ASSOCIATES, Ltd., whose legal address is 1360 South Clarkson Street, Denver, CO 80210 for itself and for its successors, tenants, licensees, heirs (if applicable) and assigns, (the "Owner"), and THE BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY, COLORADO, a body corporate and politic, whose legal address is 5334 South Prince Street, Littleton, Colorado 80166, (the "County").

Owner is the owner in fee simple of the property described in Exhibit 'A1', 'A2' and 'A3' (the "Easement Property"), and of the property upon which the Easement Property is located, described in Exhibit B (the "Development"). Owner desires a license to use certain components of County's storm drainage facilities to discharge approved volumes of clean stormwater from the Development. County has agreed to license Owner's use upon the terms of this Agreement, which include the grant by Owner of a permanent drainage and storm drainage easement to County. For and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby grants and conveys to County, its successors and assigns, a permanent easement to enter, re-enter, occupy and use the Easement Property, and warrants the title to the same, for the purpose of constructing, connecting, disconnecting, rerouting, enlarging, removing, repairing, operating, monitoring and testing, and maintaining above ground, surface and underground:

storm sewer facilities, detention ponds and related drainage facilities

which may include all necessary above ground, surface and underground facilities and appurtenances related thereto, including but not limited to: mains, manholes, conduits, valves, pavement, vaults, ventilators, retaining walls, drop structures, inlets, outfalls, erosion control structures, culverts, pipes, electric or other control systems, cable, wires and connections, including telephone wiring; in, upon, under, through and across the Easement Property, upon the terms and conditions stated in the instrument recorded **at Reception No. A7066570**, incorporated herein by this reference.

County hereby grants a revocable license to Owner and to the successors, heirs and permitted assigns of Owner, to discharge approved quantities and flows of clean stormwater into County's storm drainage collector system, located adjacent to the Green Acres Tributary and Happy Canyon Creek, Arapahoe County, Colorado, (the "Outfall") upon the terms and conditions stated in the instrument recorded at Reception No. A7066570, incorporated herein by this reference.

This instrument relates to that certain Final Development Plan, Case No. A16-005 (the "Plan") and known as Mineral Self Storage.

Except to the extent described in any Special Conditions, the parties intend that the terms of this License Agreement be interpreted in accordance with the requirements of the subdivision improvement agreement ("SIA") and the Plan, if any. In the event of irreconcilable conflict between or among the terms of this License Agreement or the terms of the SIA or the Plan, the terms of this License Agreement shall control.

Termination, revocation or nonrenewal of the License Agreement shall not affect County's rights granted under this Easement. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, successors and assigns of the Owner and County.

This License Agreement may be assigned, in whole or in part, by the County. Upon such assignment the County shall be released from all obligations and liabilities that run with this License Agreement.

Owner: DOVE VALLEY BUSINESS PARK ASSOCIATES, LTD.

Angelo Mariani

by: ANGELO MARIANI, GENERAL PARTNER
NAME TITLE

County of Denver)
) s.s.
State of Colorado)

This instrument was acknowledged before me this 31ST day of October, 2016, by Angelo Mariani as General Partner of Dove Valley Businesspark Associates, Ltd. an authorized representative of the Owner.

My commission expires: Sept 18, 2019 Witness my hand and official seal.

Deborah A Noble
Signature

Deborah A Noble
Name of notary

1360 S. Clarkson St. Denver, CO 80210
Address of notary

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

ACCEPTANCE AND APPROVAL:
For the Board of County Commissioners of Arapahoe County

David M. Schmit, P.E., Director, Public Works and Development
Authorization pursuant to Resolution No. 160097

EXHIBIT A1

A DRAINAGE EASEMENT LYING OVER AND ACROSS LOT 7, BLOCK 1 OF DOVE VALLEY V, FILING NO. 13., AS RECORDED AT RECEPTION No. D6072684 OF ARAPAHOE COUNTY RECORDS, ALSO BEING LOCATED IN THE WEST HALF OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS THE NORTH LINE OF LOT 10, BLOCK 1 OF DOVE VALLEY V, FILING NO. 13. SAID LINE BEARS NORTH 72°42'34" EAST WITH ALL BEARINGS HEREIN BEING RELATIVE THERETO.

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 10, BLOCK 1 OF DOVE VALLEY V, FILING NO. 13, THENCE, SOUTH 59°43'06" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 7, 25.66 FEET;

THENCE, NORTH 17°17'26" WEST, PARALLEL WITH AND 25 FEET DISTANT FROM THE EASTERLY LINE OF SAID LOT 7, 249.62 FEET;

THENCE, NORTH 40°33'03" WEST, PARALLEL WITH AND 25 FEET DISTANT FROM THE EASTERLY LINE OF SAID LOT 7, 274.55 FEET;

THENCE, SOUTH 72°42'34" WEST, PARALLEL WITH AND 20 FEET DISTANT FROM THE NORTHERLY LINE OF SAID LOT 7, 2.63 FEET;

THENCE, SOUTH 19°25'11" WEST, 67.48 FEET;

THENCE, NORTH 70°34'49" WEST, 20.00 FEET;

THENCE, NORTH 19°25'11" EAST, 52.57 FEET;

THENCE, SOUTH 72°42'34" WEST, PARALLEL WITH AND 20 FEET DISTANT FROM THE NORTHERLY LINE OF SAID LOT 7, 160.45 FEET;

THENCE, NORTH 43°02'34" WEST, 18.97 FEET TO A POINT ON THE NORTHERLY LOT LINE OF SAID LOT 7, ALSO BEING THE SOUTHERLY LOT LINE OF LOT 8, BLOCK 1 OF SAID DOVE VALLEY V, FILING NO. 13;

THENCE, NORTH 64°44'32" EAST, ALONG THE LOT LINE BETWEEN SAID LOTS 7 AND 8, 21.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8 ALSO BEING THE SOUTHWEST CORNER OF LOT 9, BLOCK 1 OF SAID DOVE VALLEY V, FILING NO. 13, ALSO BEING THE NORTHERLY CORNER OF SAID LOT 7;

THENCE, NORTH 72°42'34" EAST, ALONG THE LOT LINE BETWEEN SAID LOTS 7 AND 9, 194.09 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9 ALSO BEING THE NORTHEAST CORNER OF SAID LOT 7 AND A WESTERLY CORNER OF SAID LOT 10;

THENCE, SOUTH 40°33'03" EAST, ALONG THE LOT LINE BETWEEN SAID LOTS 7 AND 10, 290.72 FEET TO THE EASTERLY CORNER OF SAID LOT 7 ALSO BEING A WESTERLY CORNER OF SAID LOT 10;

THENCE, SOUTH 17°17'26" EAST, ALONG THE LOT LINE BETWEEN SAID LOTS 7 AND 10, 249.00 FEET TO THE POINT OF BEGINNING.

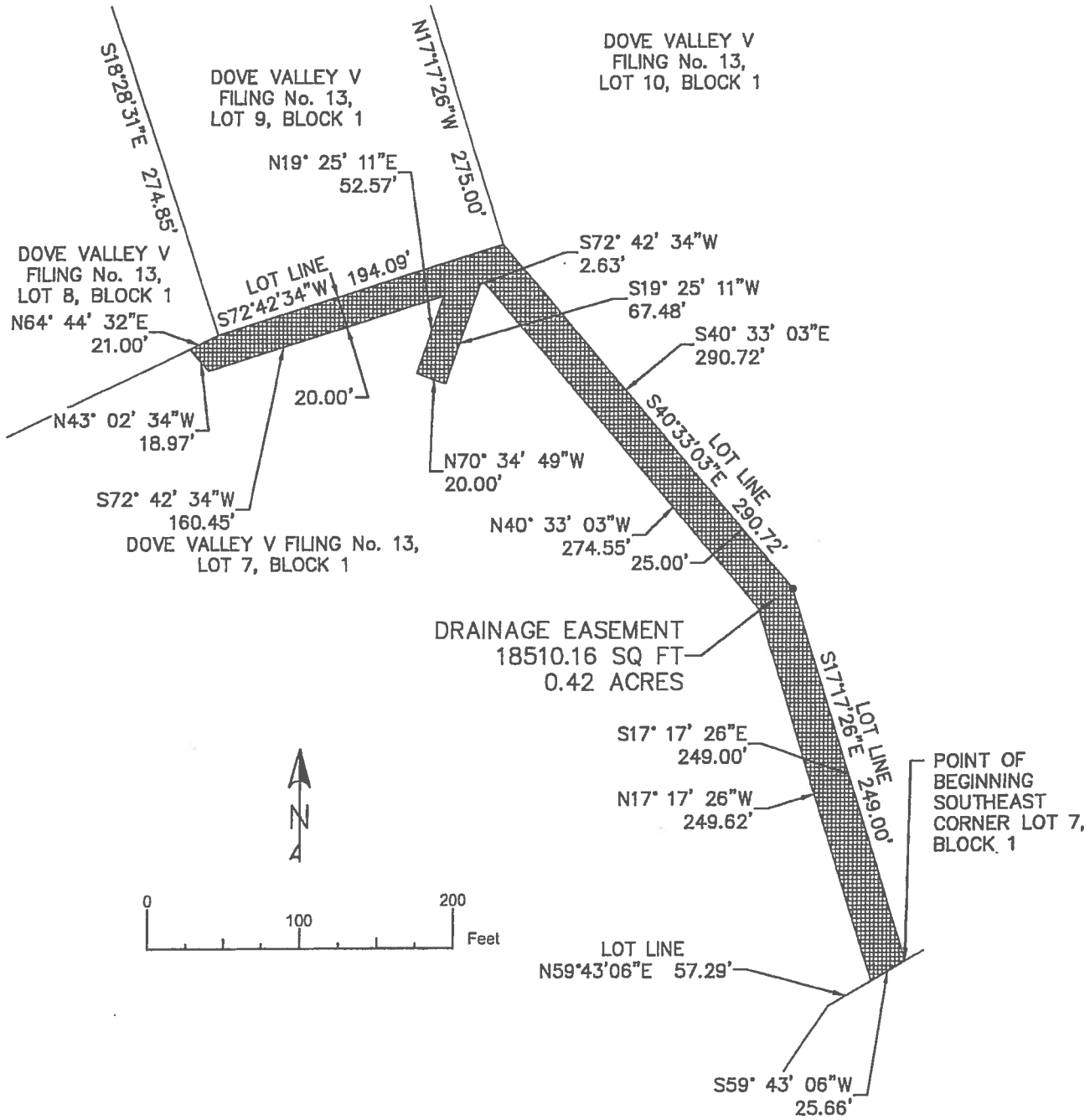
SAID EASEMENT CONTAINS 18510.16 SQUARE FEET OR 0.42 ACRES MORE OR LESS.

COLORADO LICENSED
JOSHUA PAUL SMITH
38468
PROFESSIONAL LAND SURVEYOR

JOSHUA PAUL SMITH, PLS
COLORADO REG. NO. 38468
FOR AND ON BEHALF OF
HCL ENGINEERING AND SURVEYING, LLC

EXHIBIT A1

A PORTION OF LOT 7, BLOCK 1 OF "DOVE VALLEY V FILING NO. 13"
LOCATED IN THE W 1/2 OF SECTION 32, T.5S., R.66W., 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



NOTE
THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

HCL ENGINEERING & SURVEYING, L.L.C.
8570 KINGSTON COURT, SUITE 310
ENGLEWOOD, COLORADO 80112-6904
PHONE: 303.773.1605
FAX: 303.773.3257

PROJECT:	MINERAL SELF STORAGE		
DRAWING:	EXHIBIT DRAINAGE EASEMENT		
CLIENT:			
DESIGNED BY: XX	SCALE:	HORZ: 1:100	
DRAWN BY: JW		VERT: N/A	

#	DATE	REVISIONS
△		

EXHIBIT A 2

A DRAINAGE EASEMENT LYING OVER AND ACROSS LOT 8, BLOCK 1 OF DOVE VALLEY V, FILING NO. 13, AS RECORDED AT RECEPTION No. D6072684 OF THE ARAPAHOE COUNTY RECORDS, ALSO BEING LOCATED IN THE WEST HALF OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO. SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS THE NORTH LINE OF LOT 10, BLOCK 1 OF SAID DOVE VALLEY V, FILING NO. 13. SAID LINE BEARS NORTH 72°42'34" EAST WITH ALL BEARINGS HEREIN BEING RELATIVE THERETO.

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 8 ALSO BEING THE SOUTHWEST CORNER OF LOT 9, BLOCK 1 OF SAID DOVE VALLEY V, FILING NO. 13, THENCE SOUTH 64°44'32" WEST, ALONG THE LOT LINE BETWEEN SAID LOT 8 AND LOT 7, BLOCK 1 OF SAID DOVE VALLEY V, FILING NO. 13, 21.00 FEET;

THENCE, NORTH 43°02'34" WEST, 12.11 FEET;

THENCE, NORTH 46°57'26" EAST, 20.00 FEET;

THENCE, SOUTH 43°02'34" EAST, 18.53 FEET TO THE POINT OF BEGINNING.

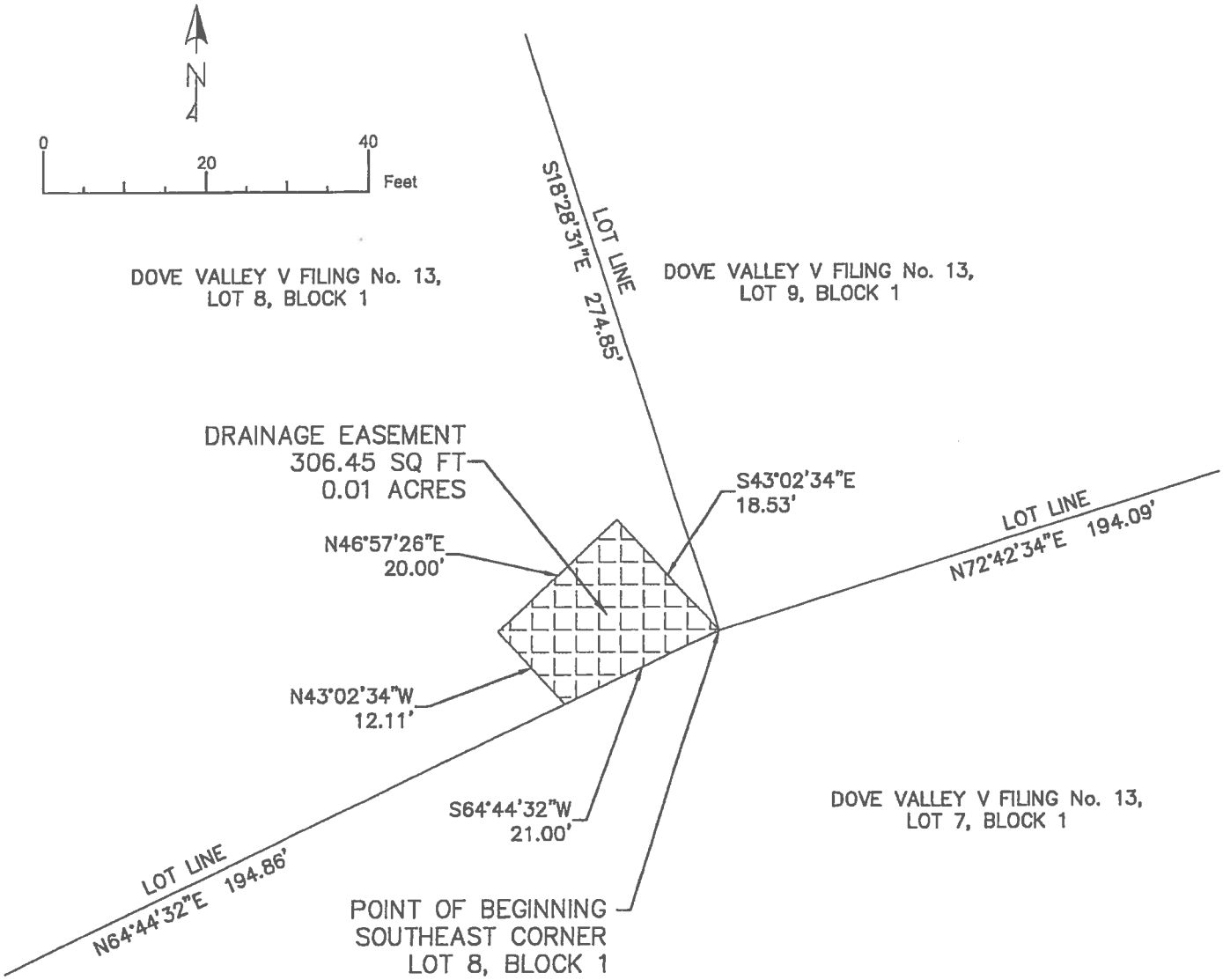
SAID EASEMENT CONTAINS 306.45 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

COLORADO LICENSED
JOSHUA PAUL SMITH
38468
PROFESSIONAL LAND SURVEYOR

JOSHUA PAUL SMITH, PLS
COLORADO REG. NO. 38468
FOR AND ON BEHALF OF
HCL ENGINEERING AND SURVEYING, LLC

EXHIBIT A2

A PORTION OF LOT 8, BLOCK 1 OF "DOVE VALLEY V FILING NO. 13"
LOCATED IN THE W 1/2 OF SECTION 32, T.5S., R.66W., 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



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HCL ENGINEERING & SURVEYING, L.L.C.
8570 KINGSTON COURT, SUITE 310
ENGLEWOOD, COLORADO 80112-6004
PHONE: 303.773.1605
FAX: 303.773.3297

PROJECT:	MINERAL SELF STORAGE
DRAWING:	EXHIBIT DRAINAGE EASEMENT
CLIENT:	
DESIGNED BY:	XX
DRAWN BY:	JW
SCALE:	HORZ: 1:20 VERT: N/Z

#	DATE	REVISIONS
△		

EXHIBIT A 3

A DRAINAGE EASEMENT LYING OVER AND ACROSS LOT 9, BLOCK 1 OF DOVE VALLEY V, FILING NO. 13., AS RECORDED AT RECEPTION No. D6072684 OF THE ARAPAHOE COUNTY RECORDS, ALSO BEING LOCATED IN THE WEST HALF OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS THE NORTH LINE OF LOT 10, BLOCK 1 OF DOVE VALLEY V, FILING NO. 13. SAID LINE BEARS NORTH 72°42'34" EAST WITH ALL BEARINGS HEREIN BEING RELATIVE THERETO.

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 9 ALSO BEING THE NORTHEAST CORNER OF LOT 7, BLOCK 1 OF SAID DOVE VALLEY V, FILING NO. 13, THENCE, SOUTH 72°42'34" WEST, ALONG THE LOT LINE BETWEEN SAID LOTS 7 AND 9, 38.13 FEET;

THENCE, NORTH 17°17'33" WEST, 10.00 FEET;

THENCE, NORTH 72°42'27" EAST, 19.58 FEET;

THENCE, NORTH 05°14'41" WEST, 88.91 FEET TO A POINT ON THE LOT LINE BETWEEN SAID LOTS 9 AND 10;

THENCE SOUTH 17°17'26" EAST, ALONG THE LOT LINE BETWEEN SAID LOTS 9 AND 10, 96.95 FEET TO THE POINT OF BEGINNING.

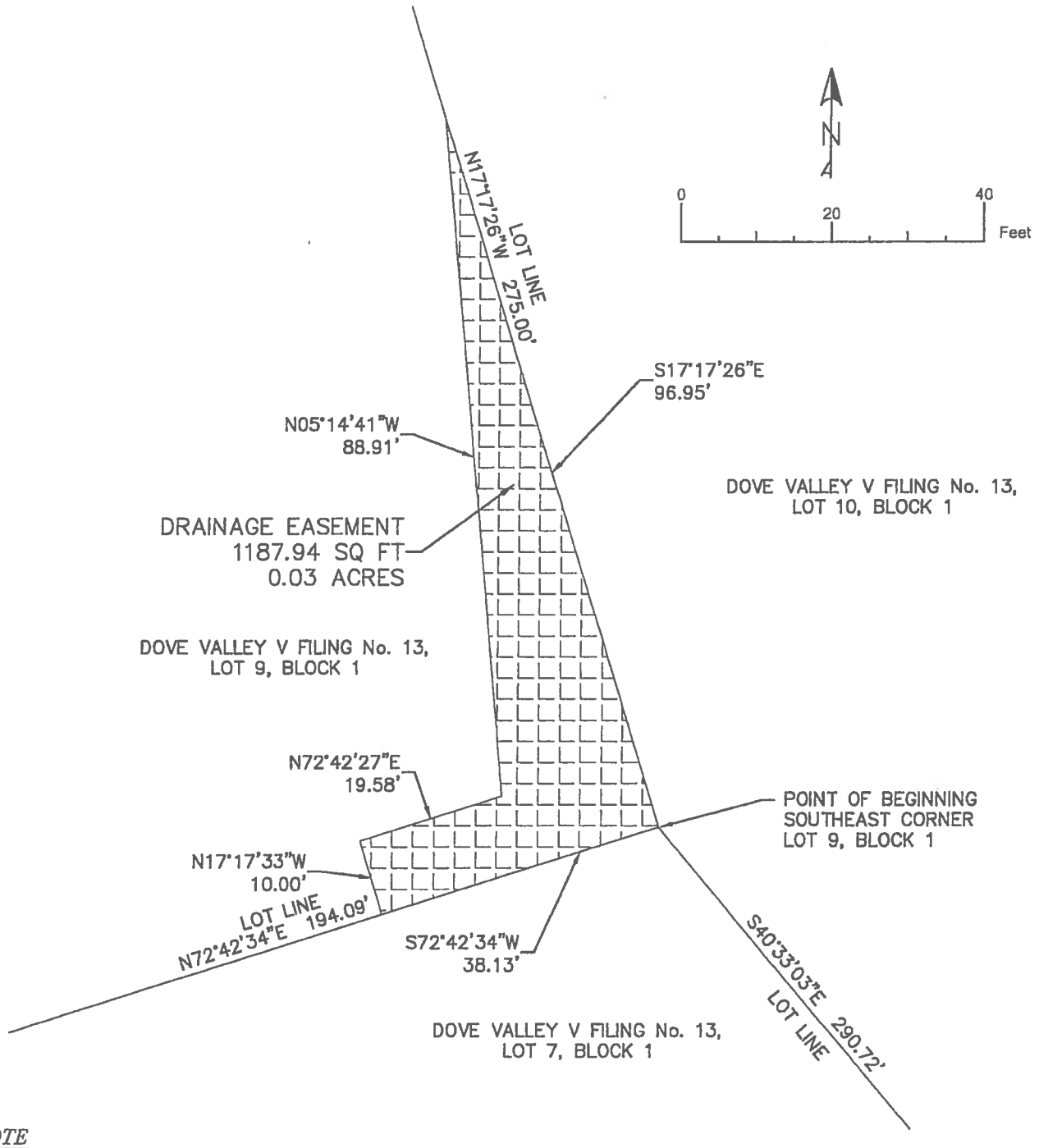
SAID EASEMENT CONTAINS 1187.94 SQUARE FEET OR 0.03 ACRES MORE OR LESS.

COLORADO LICENSED
JOSHUA PAUL SMITH
38468
PROFESSIONAL LAND SURVEYOR

JOSHUA PAUL SMITH, PLS
COLORADO REG. NO. 38468
FOR AND ON BEHALF OF
HCL ENGINEERING AND SURVEYING, LLC

EXHIBIT A3

A PORTION OF LOT 9, BLOCK 1 OF "DOVE VALLEY V FILING NO. 13"
LOCATED IN THE W 1/2 OF SECTION 32, T.5S., R.66W., 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



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HCL ENGINEERS - SURVEYORS
HCL ENGINEERING & SURVEYING, L.L.C.
8570 KINGSTON COURT, SUITE 310
ENGLEWOOD, COLORADO 80112-6004
PHONE: 303.773.1605
FAX: 303.773.3297

PROJECT:	MINERAL SELF STORAGE
DRAWING:	EXHIBIT DRAINAGE EASEMENT
CLIENT:	
DESIGNED BY:	JX
DRAWN BY:	JW
SCALE:	HORIZ: 1:20 VERT: N/Z

#	DATE	REVISIONS
△		

EXHIBIT B

Easement Property is located over a portion of the following properties:

Lots 7, 8 and 9, Block 1, Dove Valley V, Filing No. 13, a subdivision plat recorded in Book 487, Page 68, at Reception No. D6072684, Arapahoe County records, County of Arapahoe, State of Colorado

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to accept the Uniform Easement Deed and Revocable Storm Drainage License Agreement for drainage easement dedication, dated _____, upon the recommendation of the County's Project Engineer and the Director of the Public Works and Development, granted by DOVE VALLEY BUSINESS PARK ASSOCIATES, LTD., granting an interest in the following real property:

LEGAL DESCRIPTION:

EXHIBIT A1

A DRAINAGE EASEMENT LYING OVER AND ACROSS LOT 7, BLOCK 1 OF DOVE VALLEY V, FILING NO. 13., AS RECORDED AT RECEPTION No. D6072684 OF ARAPAHOE COUNTY RECORDS, ALSO BEING LOCATED IN THE WEST HALF OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE, NORTH 17°17'26" WEST, PARALLEL WITH AND 25 FEET DISTANT FROM THE EASTERLY LINE OF SAID LOT 7, 249.62 FEET;

THENCE, NORTH 40°33'03" WEST, PARALLEL WITH AND 25 FEET DISTANT FROM THE EASTERLY LINE OF SAID LOT 7, 274.55 FEET;

THENCE, SOUTH 72°42'34" WEST, PARALLEL WITH AND 20 FEET DISTANT FROM THE NORTHERLY LINE OF SAID LOT 7, 2.63 FEET;

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THENCE, NORTH 70°34'49" WEST, 20.00 FEET;

THENCE, NORTH 19°25'11" EAST, 52.57 FEET;

THENCE, SOUTH 72°42'34" WEST, PARALLEL WITH AND 20 FEET DISTANT FROM THE NORTHERLY LINE OF SAID LOT 7, 160.45 FEET;

THENCE, NORTH 43°02'34" WEST, 18.97 FEET TO A POINT ON THE NORTHERLY LOT LINE OF SAID LOT 7, ALSO BEING THE SOUTHERLY LOT LINE OF LOT 8, BLOCK 1 OF SAID DOVE VALLEY V, FILING NO. 13;

THENCE, NORTH 64°44'32" EAST, ALONG THE LOT LINE BETWEEN SAID LOTS 7 AND 8, 21.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8 ALSO BEING THE SOUTHWEST CORNER OF LOT 9, BLOCK 1 OF SAID DOVE VALLEY V, FILING NO. 13, ALSO BEING THE NORTHERLY CORNER OF SAID LOT 7;

THENCE, NORTH 72°42'34" EAST, ALONG THE LOT LINE BETWEEN SAID LOTS 7 AND 9, 194.09 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9 ALSO BEING THE NORTHEAST CORNER OF SAID LOT 7 AND A WESTERLY CORNER OF SAID LOT 10;

THENCE, SOUTH 40°33'03" EAST, ALONG THE LOT LINE BETWEEN SAID LOTS 7 AND 10, 290.72 FEET TO THE EASTERLY CORNER OF SAID LOT 7 ALSO BEING A WESTERLY CORNER OF SAID LOT 10;

THENCE, SOUTH 17°17'26" EAST, ALONG THE LOT LINE BETWEEN SAID LOTS 7 AND 10, 249.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 18510.16 SQUARE FEET OR 0.42 ACRES MORE OR LESS.

EXHIBIT A2

A DRAINAGE EASEMENT LYING OVER AND ACROSS LOT 8, BLOCK 1 OF DOVE VALLEY V, FILING NO. 13, AS RECORDED AT RECEPTION No. D6072684 OF THE ARAPAHOE COUNTY RECORDS, ALSO BEING LOCATED IN THE WEST HALF OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO. SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID EASEMENT CONTAINS 306.45 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

EXHIBIT A3

A DRAINAGE EASEMENT LYING OVER AND ACROSS LOT 9, BLOCK 1 OF DOVE VALLEY V, FILING NO. 13., AS RECORDED AT RECEPTION No. D6072684 OF THE ARAPAHOE COUNTY RECORDS, ALSO BEING LOCATED IN THE WEST HALF OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE, NORTH 17°17'33" WEST, 10.00 FEET;

THENCE, NORTH 72°42'27" EAST, 19.58 FEET;

THENCE, NORTH 05°14'41" WEST, 88.91 FEET TO A POINT ON THE LOT LINE BETWEEN SAID LOTS 9 AND 10;

THENCE SOUTH 17°17'26" EAST, ALONG THE LOT LINE BETWEEN SAID LOTS 9 AND 10, 96.95 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 1187.94 SQUARE FEET OR 0.03 ACRES MORE OR LESS.

Unless expressly stated in the instrument, Arapahoe County does not accept any interest in the property, including any responsibility for maintenance, repair, decontamination, cleanup, or hazardous material response on any portion of the real estate other than the improvements installed by or for Arapahoe County.

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.

Board Summary Report

Date: November 1, 2016

To: Board of County Commissioners

Through: David M. Schmit, PE, Director
Public Works and Development

From: Chuck Haskins, PE, Division Manager
Public Works and Development Engineering Services Division

Subject: Lot 10, Block 1, Dove Valley V, Filing No. 13
(Mineral Self Storage, On-Site Drainage Easements)

Request and Recommendation
The purpose of this report is to request the Board accept conveyance of two (2) drainage easements. Staff have reviewed the easements and determined that they meet the County's requirements. Staff recommends that the drainage easements granted by MCCW Holdings, LLC, be accepted by the Board.

Background
The easements are related to the proposed development of Lot 10, Block 1, Dove Valley V, Filing No. 13 (Mineral Self Storage). An FDP is currently being processed by Arapahoe County for the Mineral Self Storage project.

Links to Align Arapahoe

Discussion
County criteria requires that public drainage improvements be contained within a drainage easement or tract dedicated to Arapahoe County. Acceptance of the proposed drainage easements will allow for access to the proposed public drainage improvements for repairs, maintenance, etc. in the future, if the Owner does not fulfill their maintenance obligations per the Operations and Maintenance manual for the project.

Alternatives
N/A

Fiscal Impact
There is no fiscal impact related to this request.

Concurrence
The drainage easement agreement was reviewed by the County Attorney's Office and Engineering Services Division staff. The legal descriptions and exhibits were reviewed by Engineering Services Division and Mapping staff.

Attorney Comments
N/A

Reviewed By:
Spencer M. Smith, PE, Case Engineer
Chuck Haskins, PE, Division Manager, Engineering Services Division
David M. Schmit, Director, Public Works and Development
Robert Hill, Assistant County Attorney, Attorney's Office

Attachments: Uniform Easement Deed and Revocable Storm Drainage License Agreement
Two (2) Drainage Easement Legal Descriptions, Exhibits 'A1' and 'A2'
Resolution for Acceptance of Drainage Easements

UNIFORM EASEMENT DEED AND REVOCABLE
STORM DRAINAGE LICENSE AGREEMENT

This Easement Deed and Revocable Storm Drainage License Agreement is made this _____day of _____, 2016, between MCCW HOLDINGS, LLC, whose legal address is 8082 S. Interport Blvd., #200, Englewood, CO 80112 for itself and for its successors, tenants, licensees, heirs (if applicable) and assigns, (the "Owner"), and THE BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY, COLORADO, a body corporate and politic, whose legal address is 5334 South Prince Street, Littleton, Colorado 80166, (the "County").

Owner is the owner in fee simple of the property described in Exhibit 'A1' and 'A2' (the "Easement Property"), and of the property upon which the Easement Property is located, described in Exhibit B (the "Development"). Owner desires a license to use certain components of County's storm drainage facilities to discharge approved volumes of clean stormwater from the Development. County has agreed to license Owner's use upon the terms of this Agreement, which include the grant by Owner of a permanent drainage and storm drainage easement to County. For and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby grants and conveys to County, its successors and assigns, a permanent easement to enter, re-enter, occupy and use the Easement Property, and warrants the title to the same, for the purpose of constructing, connecting, disconnecting, rerouting, enlarging, removing, repairing, operating, monitoring and testing, and maintaining above ground, surface and underground:

storm sewer facilities, detention ponds and related drainage facilities

which may include all necessary above ground, surface and underground facilities and appurtenances related thereto, including but not limited to: mains, manholes, conduits, valves, pavement, vaults, ventilators, retaining walls, drop structures, inlets, outfalls, erosion control structures, culverts, pipes, electric or other control systems, cable, wires and connections, including telephone wiring; in, upon, under, through and across the Easement Property, upon the terms and conditions stated in the instrument recorded **at Reception No. A7066570**, incorporated herein by this reference.

County hereby grants a revocable license to Owner and to the successors, heirs and permitted assigns of Owner, to discharge approved quantities and flows of clean stormwater into County's storm drainage collector system, located adjacent to the Green Acres Tributary and Happy Canyon Creek, Arapahoe County, Colorado, (the "Outfall") upon the terms and conditions stated in the instrument recorded at Reception No. A7066570, incorporated herein by this reference.

This instrument relates to that certain Final Development Plan, Case No. A16-005 (the "Plan") and known as Mineral Self Storage.

Except to the extent described in any Special Conditions, the parties intend that the terms of this License Agreement be interpreted in accordance with the requirements of the subdivision improvement agreement ("SIA") and the Plan, if any. In the event of irreconcilable conflict between or among the terms of this License Agreement or the terms of the SIA or the Plan, the terms of this License Agreement shall control.

Termination, revocation or nonrenewal of the License Agreement shall not affect County's rights granted under this Easement. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, successors and assigns of the Owner and County.

This License Agreement may be assigned, in whole or in part, by the County. Upon such assignment the County shall be released from all obligations and liabilities that run with this License Agreement.

Owner:

by:
NAME TITLE

County of)
) s.s.
State of Colorado)

This instrument was acknowledged before me this _____ day of _____, 2016, by as _____ of _____, an authorized representative of the Owner.

My commission expires: _____. Witness my hand and official seal.

_____
Signature

_____
Name of notary

_____
Address of notary

ACCEPTANCE AND APPROVAL:
For the Board of County Commissioners of Arapahoe County

_____
David M. Schmit, P.E., Director, Public Works and Development
Authorization pursuant to Resolution No. 160097

EXHIBIT A1

A DRAINAGE EASEMENT LYING OVER AND ACROSS LOT 10, BLOCK 1 OF DOVE VALLEY V, FILING NO. 13. AS RECORDED AT RECEPTION No. D6072684 OF THE ARAPAHOE COUNTY RECORDS, ALSO BEING LOCATED IN THE WEST HALF OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS THE NORTH LINE OF LOT 10, BLOCK 1 OF DOVE VALLEY V, FILING NO. 13. SAID LINE BEARS NORTH 72°42'34" EAST WITH ALL BEARINGS HEREIN BEING RELATIVE THERETO.

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 10, THENCE, SOUTH 72°42'34" WEST A DISTANCE OF 35.92 FEET TO A POINT ON THE NORTHERLY LOT LINE OF SAID LOT 10, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 49°22'05" EAST, 67.64 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 10;

THENCE SOUTH 17°17'32" EAST, ALONG THE EASTERLY LINE OF SAID LOT 10, 152.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT, ALSO BEING THE EASTERLY LOT LINE OF SAID LOT 10, THROUGH A CENTRAL ANGLE OF 00°50'42", HAVING A RADIUS OF 11519.16 FEET, AN ARC LENGTH OF 169.86 FEET, AND WHOSE LONG CHORD BEARS SOUTH 17°43'06" EAST, 169.86 FEET;

THENCE, SOUTH 70°38'27" WEST, 24.51 FEET;

THENCE, NORTH 19°24'04" WEST, 282.00 FEET;

THENCE, SOUTH 70°36'10" WEST, 9.00 FEET;

THENCE, NORTH 19°23'49" WEST, 1.58 FEET;

THENCE, NORTH 76°21'08" WEST, 8.01 FEET;

THENCE, SOUTH 70°58'10" WEST, 7.22 FEET;

THENCE, SOUTH 64°30'21" WEST, 143.36 FEET;

THENCE, SOUTH 19°24'04" EAST, 535.60 FEET;

THENCE, NORTH 53°50'43" EAST, 85.81 FEET;

THENCE, SOUTH 36°09'17" EAST, 18.00 FEET;

THENCE, NORTH 53°50'43" EAST, 2.87 FEET, TO THE BEGINNING OF A NON-TANGENTAL CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 71°18'38", HAVING A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 12.45 FEET, AND WHOSE LONG CHORD BEARS NORTH 89°30'02" EAST, 11.66 FEET;

THENCE, SOUTH 22°18'06" WEST, 14.48 FEET;

THENCE, SOUTH 36°09'17" EAST, 27.90 FEET;

THENCE, SOUTH 53°50'43" WEST, 33.93 FEET;

THENCE, SOUTH 36°09'17" EAST, 9.73 FEET, TO A POINT ON THE SOUTHERLY LOT LINE OF SAID LOT 10;

THENCE, SOUTH 53°50'43" WEST, ALONG THE SOUTHERLY LOT LINE OF SAID LOT 10, 25.00 FEET;

THENCE, NORTH 36°09'17" WEST, 9.73 FEET;

THENCE, SOUTH 53°50'43" WEST, 31.07 FEET;

THENCE, NORTH 36°09'17" WEST, 27.07 FEET;

THENCE, SOUTH 57°47'28" WEST, 108.57 FEET;

THENCE, SOUTH 77°49'54" WEST, 4.94 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 53°45'25", HAVING A RADIUS OF 14.00 FEET, AN ARC LENGTH OF 13.14 FEET, AND WHOSE LONG CHORD BEARS NORTH 26°58'00" EAST, 12.66 FEET;

THENCE, NORTH 53°50'43" EAST, 79.42 FEET;

THENCE, NORTH 19°24'04" WEST, 675.77 FEET, TO A POINT ON THE NORTHERLY LOT LINE OF SAID LOT 10 ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST MINERAL AVENUE;

THENCE, NORTH 72°42'34" EAST, ALONG THE NORTHERLY LOT LINE OF SAID LOT 10 ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST MINERAL AVENUE, 20.01 FEET;

THENCE, SOUTH 19°24'04" EAST, 94.50 FEET;

THENCE, NORTH 64°30'21" EAST, 142.36 FEET;

THENCE, NORTH 70°58'10" EAST, 9.45 FEET;

THENCE, NORTH 41°20'35" EAST, 16.61 FEET;

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THENCE, NORTH 70°35'54" EAST, 5.51 FEET;

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THENCE, SOUTH 71°41'54" WEST, 10.87 FEET;

THENCE, NORTH 20°25'45" WEST, 13.84 FEET, TO A POINT ON THE NORTHERLY LOT LINE OF SAID LOT 10 ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST MINERAL AVENUE;

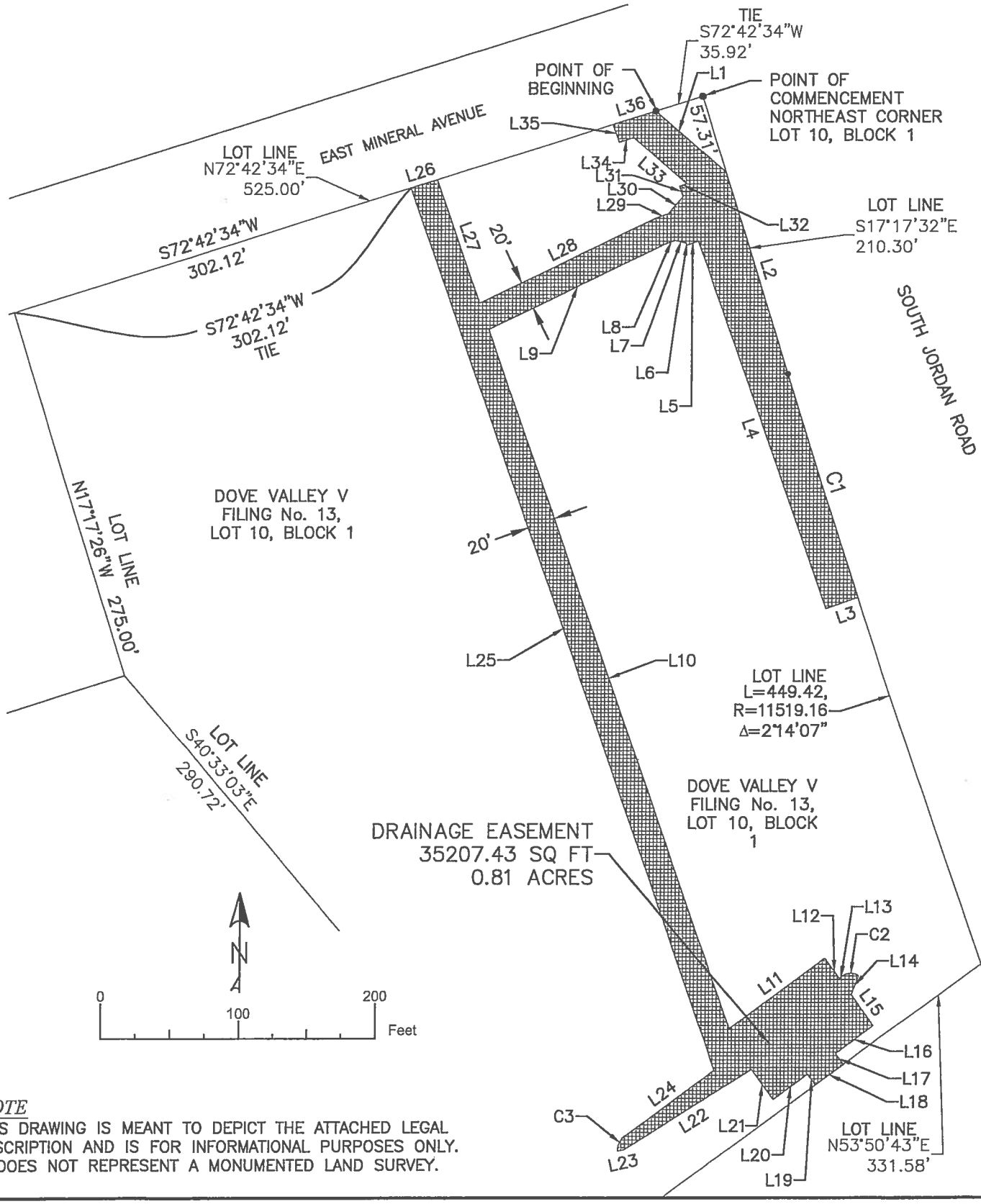
THENCE NORTH 72°42'34" EAST, ALONG THE NORTHERLY LOT LINE OF SAID LOT 10 ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF EAST MINERAL AVENUE, 32.58 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 35207.43 SQUARE FEET OR 0.81 ACRES MORE OR LESS.

JOSHUA PAUL SMITH, PLS
COLORADO REG. NO. 38468
FOR AND ON BEHALF OF
HCL ENGINEERING AND SURVEYING, LLC

EXHIBIT A1

A PORTION OF LOT 10, BLOCK 1 OF "DOVE VALLEY V FILING NO. 13"
LOCATED IN THE W 1/2 OF SECTION 32, T.5S., R.66W., 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



NOTE
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9570 KINGSTON COURT, SUITE 310
ENGLEWOOD, COLORADO 80112-6004
PHONE: 303.773.1605
FAX: 303.773.3297
WWW.HCLENGINEERING.COM

PROJECT:	MINERAL SELF STORAGE
DRAWING:	EXHIBIT DRAINAGE EASEMENT
CLIENT:	
DESIGNED BY: XX	SCALE: HORZ: 1:100 VERT: N/Z
DRAWN BY: JW	
CHECKED BY: JPS	DATE: 10.06.2016

#	DATE	REVISIONS
△		

EXHIBIT A1

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LOCATED IN THE W 1/2 OF SECTION 32, T.5S., R.66W., 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Parcel Line Table		
Line #	Length	Direction
L1	67.64	S49° 22' 05"E
L2	152.99	S17° 17' 32"E
L3	24.51	S70° 38' 27"W
L4	282.00	N19° 24' 04"W
L5	9.00	S70° 36' 10"W
L6	1.58	N19° 23' 49"W
L7	8.01	N76° 21' 08"W
L8	7.22	S70° 58' 10"W
L9	143.36	S64° 30' 21"W
L10	535.60	S19° 24' 04"E
L11	85.81	N53° 50' 43"E
L12	18.00	S36° 09' 17"E
L13	2.87	N53° 50' 43"E
L14	14.48	S22° 18' 06"W
L15	27.90	S36° 09' 17"E
L16	33.93	S53° 50' 43"W
L17	9.73	S36° 09' 17"E
L18	25.00	S53° 50' 43"W
L19	9.73	N36° 09' 17"W
L20	31.07	S53° 50' 43"W

Parcel Line Table		
Line #	Length	Direction
L21	27.07	N36° 09' 17"W
L22	108.57	S57° 47' 28"W
L23	4.94	S77° 49' 54"W
L24	79.42	N53° 50' 43"E
L25	675.77	N19° 24' 04"W
L26	20.01	N72° 42' 34"E
L27	94.50	S19° 24' 04"E
L28	142.36	N64° 30' 21"E
L29	9.45	N70° 58' 10"E
L30	16.61	N41° 20' 35"E
L31	7.91	N19° 24' 04"W
L32	5.51	N70° 35' 54"E
L33	51.29	N49° 22' 05"W
L34	10.87	S71° 41' 54"W
L35	13.84	N20° 25' 45"W
L36	32.58	N72° 42' 34"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	169.86	11519.16	00°50'42"	S17° 43' 06"E	169.86
C2	12.45	10.00	71°18'38"	N89° 30' 02"E	11.66
C3	13.14	14.00	53°45'25"	N26° 58' 00"E	12.66

NOTE
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PROJECT:	MINERAL SELF STORAGE
DRAWING:	EXHIBIT DRAINAGE EASEMENT
CLIENT:	
DESIGNED BY:	XX
DRAWN BY:	JW
CHECKED BY:	XX
SCALE:	HORZ: N/A VERT: N/Z
DATE:	10.05.2016

#	DATE	REVISIONS
1		

EXHIBIT A 2

A DRAINAGE EASEMENT LYING OVER AND ACROSS LOT 10, BLOCK 1 OF DOVE VALLEY V, FILING NO. 13., AS RECORDED AT RECEPTION No. D6072684 OF THE ARAPAHOE COUNTY RECORDS, ALSO BEING LOCATED IN THE WEST HALF OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 7, BLOCK 1 OF SAID DOVE VALLEY V, FILING NO. 13, THENCE, NORTH 17°17'26" WEST, ALONG THE LOT LINE BETWEEN SAID LOTS 10 AND 7, 249.00 FEET TO AN ANGLE POINT OF SAID LOTS 10 AND 7;

THENCE NORTH 40°33'03" WEST, ALONG THE LOT LINE BETWEEN SAID LOTS 10 AND 7, 290.72 FEET TO THE NORTHEAST CORNER OF SAID LOT 7, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 9, BLOCK 1 OF SAID DOVE VALLEY V, FILING NO. 13;

THENCE, NORTH 17°17'26" WEST, ALONG THE LOT LINE BETWEEN SAID LOTS 10 AND 9, 148.46 FEET;

THENCE, NORTH 72°42'45" EAST, 26.00 FEET;

THENCE, SOUTH 17°17'26" EAST, PARALLEL WITH AND 26 FEET DISTANT FROM THE LOT LINE BETWEEN SAID LOTS 9 AND 10, 25.50 FEET;

THENCE, SOUTH 05°14'41" EAST, 116.69 FEET;

THENCE, SOUTH 40°33'03" EAST, PARALLEL WITH AND 5 FEET DISTANT FROM THE LOT LINE BETWEEN SAID LOTS 10 AND 7, 299.21 FEET;

THENCE, SOUTH 17°17'26" EAST, PARALLEL WITH AND 5 FEET DISTANT FROM THE LOT LINE BETWEEN SAID LOTS 10 AND 7, 248.88 FEET TO A POINT ON THE SOUTHERLY LOT LINE OF SAID LOT 10;

THENCE SOUTH 59°43'06" WEST, ALONG THE SOUTHERLY LOT LINE OF SAID LOT 10, 5.13 FEET TO THE POINT OF BEGINNING.

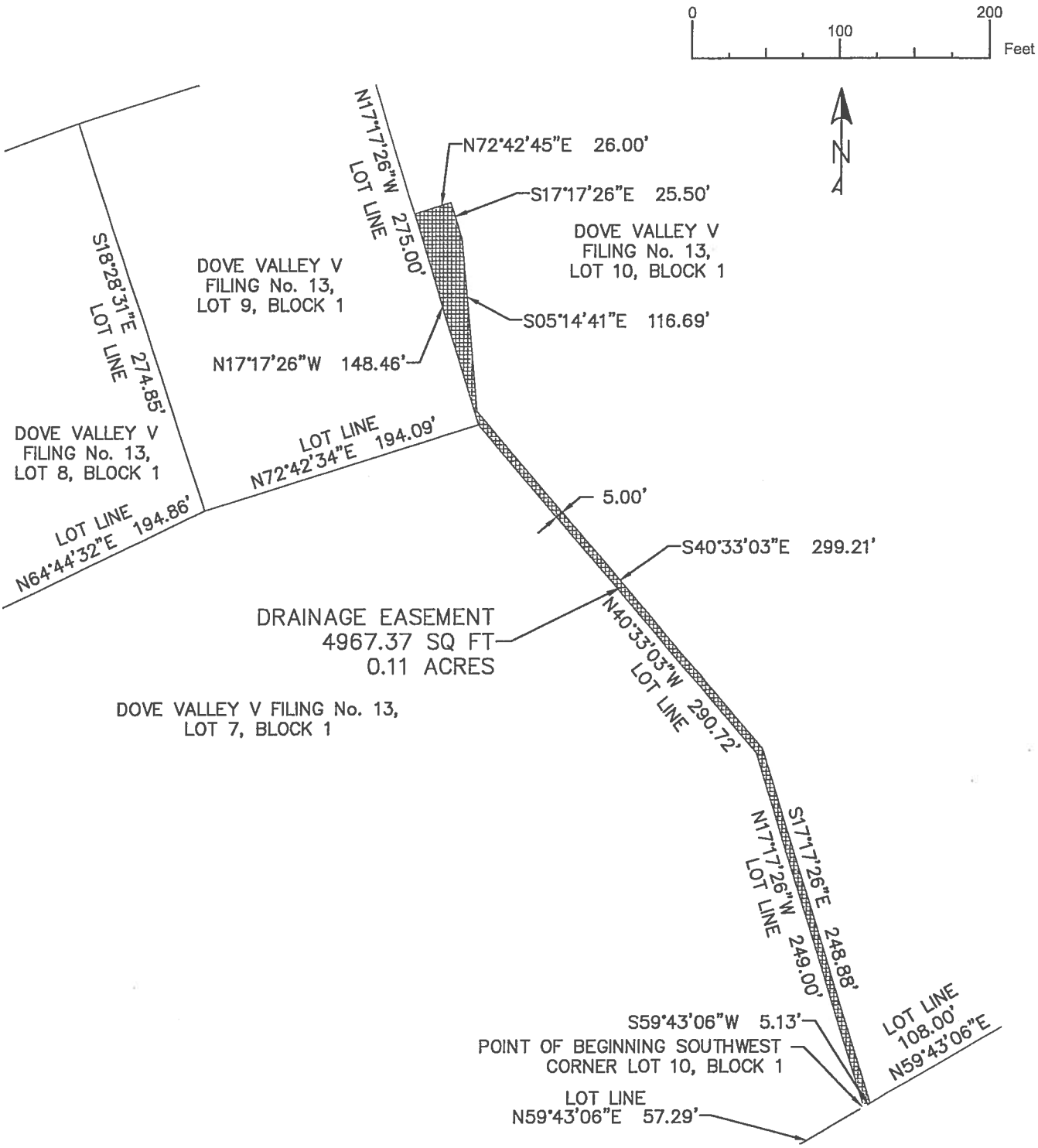
SAID EASEMENT CONTAINS 4967.37 SQUARE FEET OR 0.11 ACRES MORE OR LESS.

COLORADO LICENSED
JOSHUA PAUL SMITH
38468
PROFESSIONAL LAND SURVEYOR

JOSHUA PAUL SMITH, PLS
COLORADO REG. NO. 38468
FOR AND ON BEHALF OF
HCL ENGINEERING AND SURVEYING, LLC

EXHIBIT A2

A PORTION OF LOT 10, BLOCK 1 OF "DOVE VALLEY V FILING NO. 13"
LOCATED IN THE W 1/2 OF SECTION 32, T.5S., R.66W., 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



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PROJECT:	MINERAL SELF STORAGE		
DRAWING:	EXHIBIT DRAINAGE EASEMENT		
CLIENT:			
DESIGNED BY: XX	SCALE:	HORZ: 1:100	
DRAWN BY: JW		VERT: N/Z	
CHECKED BY: JPS	DATE:	10.06.2016	

#	DATE	REVISIONS
△		

EXHIBIT B

Easement Property is located over a portion of the following property:

Lot 10, Block 1, Dove Valley V, Filing No. 13, a subdivision plat recorded in Book 487, Page 68, at Reception No. D6072684, Arapahoe County records, County of Arapahoe, State of Colorado

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to accept the Uniform Easement Deed and Revocable Storm Drainage License Agreement for drainage easement dedication, dated _____, upon the recommendation of the County's Project Engineer and the Director of the Public Works and Development, granted by MCCW HOLDINGS, LLC, granting an interest in the following real property:

LEGAL DESCRIPTION:

EXHIBIT A1

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THENCE SOUTH 49°22'05" EAST, 67.64 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 10;

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THENCE NORTH 40°33’03” WEST, ALONG THE LOT LINE BETWEEN SAID LOTS 10 AND 7, 290.72 FEET TO THE NORTHEAST CORNER OF SAID LOT 7, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 9, BLOCK 1 OF SAID DOVE VALLEY V, FILING NO. 13;

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SAID EASEMENT CONTAINS 4967.37 SQUARE FEET OR 0.11 ACRES MORE OR LESS.

Unless expressly stated in the instrument, Arapahoe County does not accept any interest in the property, including any responsibility for maintenance, repair, decontamination, cleanup, or hazardous material response on any portion of the real estate other than the improvements installed by or for Arapahoe County.

VOTE

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: **October 21, 2016**

To: Board of County Commissioners

Through: Ron Carl, County Attorney

From: Barbara LeBlanc, Paralegal

Subject: Abatement

Request and Recommendation

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

Background

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

Discussion

Attached in draft resolution

Alternatives:

None

Fiscal Impact

A decrease in the taxes collected on approval abatements.

Concurrence

The Assessor and County Attorney support these recommendations.

Reviewed by:

Barbara LeBlanc, Paralegal
Ron Carl, County Attorney

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

WHEREAS, the Board of County Commissioners of Arapahoe County met at a duly and lawfully called meeting held on Tuesday, November 15, 2016; and

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

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

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

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

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

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

Petitioner	Parcel Number	Year(s)	Refund
General Electric	27394-70455-077	2015	$20,851.55
C.R.S. 39-10-114(a)(1)(A) now allows errors by the property owner in the declaration.			
Mantech Advanced Systems	27392-75424-001	2015	$39,202.78
Information received from the property owner, after the original value was placed on the property, resulted in a reduction to that property's value.			

The vote was:

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

The Chair declared the motion carried and so ordered.

Arapahoe County
Colorado's First

BOARD SUMMARY REPORT

Date: November 15, 2016

To: Board of County Commissioners

Through: Diana Maes, Office Manager, BOCC Administration

From: Carol Dosmann, Executive Assistant, BOCC Administration

Subject: Adoption of a resolution approving citizen appointments, reappointments and affirmation of appointments to the Cultural Council pursuant to the terms contained therein.

Purpose and Recommendation

Adoption of a resolution approving citizen appointments, reappointments and affirmation of appointments to the Cultural Council pursuant to the terms contained therein.

City of Aurora (5 members)

Andrew Bateman	Term Expires November 19, 2019
Marilyn Cross	Term Expires November 19, 2019
Julie Patterson	Term Expires November 20, 2018
Douglas Rudig, Ph.D	Term Expires November 21, 2017
Onkarpreet Singh	Term Expires November 21, 2017

City of Centennial (3 members)

Barbara Duff	Term Expires November 21, 2017
Nancy Lindsey	Term Expires November 19, 2019
Sharon Rouse	Term Expires November 20, 2018

Cities of Englewood, Littleton and Sheridan (2 members)

Katherine McMurray	Term Expires November 19, 2019
Brenda Rolling	Term Expires November 19, 2019

Unincorporated Arapahoe County and Other Cities (2 members)

Jeannette Shea	Term Expires November 19, 2019
Peter Faris	Term Expires November 21, 2017

At-Large (1 member)

Debra Wilcox	Term Expires November 19, 2019

Background

The Cultural Council solicits and screens applications from eligible non-profit and/or governmental entities for Arapahoe County's portion of the Scientific and Cultural Facilities District sales tax. The Council prepares a recommended distribution plan and forwards the recommendations to the Board of County Commissioners for review, ratification and submittal to the SCFD Board of Directors for funding approval.

The Cultural Council is comprised of 13 members and proportionately represents the population of the incorporated and unincorporated areas of the County as follows:

Five members from the City of Aurora;
Three members from the City of Centennial;
Two members from the Cities of Englewood, Littleton and Sheridan;
Two members from Unincorporated Arapahoe County and Other Cities; and
One member as an At-Large position.

Previously, appointments, re-appointments and affirmation of appointments were made in February of each year. The Board has decided that it makes more sense to change the appointment schedule to November of each year in order to allow newly appointed members an opportunity to attend the Cultural Council orientation that happens early in each year.

Discussion

Alternatives

Fiscal Impact

Concurrence

Reviewed By:
Diana Maes, BOCC Administration Manager
John Christofferson, Deputy County Attorney

Board Summary Report

Date: October 25, 2016

To: Board of County Commissioners

Through: Ronald Carl, County Attorney

From: Daniel C. Perkins, Sr. Assistant County Attorney

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

Purpose

A civil lawsuit for monetary damages was recently commenced in the Arapahoe County District Court, *Michael Cummings v. Arapahoe County Sheriff Office, et al.*, Civ. No. 16-cv-32444, seeking money damages against the County and the Sheriff, individually, for wrongful discharge in violation of public policy and breach of contract. This memo and the accompanying resolution seek the Board's formal authorization to provide legal defense services and indemnification coverage for the individual current and former employees who have been named as co-defendants along with the County.

Background

The subject litigation arises from the discharge of former ACSO sergeant Michael Cummings for untruthfulness during an Internal Affairs investigation and hearing concerning his conduct as an instructor for certain training classes at the Sheriff's Office. Mr. Cummings began the 2015 calendar year with a written corrective action memorandum from his lieutenant to address certain performance deficiencies. In late April 2015, Mr. Cummings incurred a work-related injury and notified the SO the next day. In early May, Mr. Cummings' lieutenant placed him on a performance improvement plan because his performance deficiencies noted earlier in the year had not substantially improved. In mid-May 2015, Mr. Cummings was placed on restricted duty by his physician and reassigned to a non-physical job.

Despite his restricted duty, Mr. Cummings was set to instruct a defensive tactics driving course at the ACSO drive track in late June 2015. He approached his lieutenant in early June to request that he be allowed to teach the course. His lieutenant informed Mr. Cummings that he could continue to instruct the course, so long as he did not perform any duties inconsistent with his restricted duty, meaning no driving and no shooting. Despite these instructions, Mr. Cummings engaged in driving during the course instruction.

During the course, Mr. Cummings and his co-instructor, a deputy from Jefferson County, drove Mr. Cummings' car onto the drive track and placed it on the course with the hood up. Mr. Cummings' co-instructor then stood beside the car, using it as cover, while firing "Less Lethal" ammunition rounds (blanks) at student drivers during an exercise. The ACSO maintains a policy prohibiting students, instructors, and others from driving their personally owned vehicles onto the ACSO drive track. As a result of this conduct and several other irregularities during the class, the ACSO training supervisor, Shannon Lofland, filed an Internal Affairs complaint against Mr. Cummings. The complaint was investigated by Internal Affairs and the evidence presented to Lieutenant Stephanie Spain-Madrigal for initial recommendation. Lt. Spain-Madrigal found that Mr. Cummings had violated several ACSO policies and recommended that he be demoted to Deputy. Mr. Cummings appealed the decision and presented his case before a disciplinary panel under established ACSO procedures. The panel heard testimony from Mr. Cummings and several other witnesses. It then sought out additional information after the close of the hearing. Some of that evidence was unfavorable to Mr. Cummings, who had not been permitted to address it during the actual hearing. Upon recommendation from the County Attorney's Office, the Sheriff's Office re-convened the disciplinary panel to permit Mr. Cummings to address the newly-acquired evidence. Subsequently, the panel determined that Mr. Cummings had given inexplicably conflicting statements to the IA investigator, Lt. Spain-Madrigal, and the panel itself. The panel then declined to accept Lt. Spain-Madrigal's recommendation and instead recommended that Mr. Cummings be discharged for untruthfulness. Per ACSO policy, Sheriff Walcher met with Mr. Cummings and his attorney several weeks later to hear any additional information Mr. Cummings wished to provide. After that meeting, the Sheriff accepted the disciplinary panel's recommendation and discharged Mr. Cummings.

Mr. Cummings filed the instant lawsuit on Monday, October 10, 2016, alleging that the "untruthfulness" reason was a pretext and that he was really discharged because he had filed a worker's compensation claim. He also alleges that his discharge violated numerous ACSO policies, which he believes constituted a contract of employment. Therefore, he alleges that his discharge in violation of those policies is a breach of that employment contract. The suit seeks compensatory and exemplary money damages against both the Sheriff's Office and the Sheriff, individually.

Discussion

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

After reviewing the facts and information currently available, the County Attorney's Office has determined that the conduct of the Sheriff and the ACSO employees involved in the recommendation and decision to discharge Mr. Cummings was not undertaken willfully or wantonly, or with any intent to injure Mr. Cummings or to violate his rights. It is also apparent that the conduct taken by the ACSO and its employees, including the Sheriff's decision to discharge Mr. Cummings, was taken within the scope of their job duties.

Recommendation

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

Alternatives

Not applicable.

Fiscal Impact

Presently unknown litigation costs.

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

RESOLUTION NO. _____

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

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

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

WHEREAS, a lawsuit titled *Michael Cummings v. Arapahoe County Sheriff Office, et al*, was recently commenced in the Arapahoe County District Court against the Arapahoe County Sheriff's Office and Sheriff David Walcher for acts and omissions allegedly undertaken by them during the course and scope of their official duties and employment; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for the County of Arapahoe, State of Colorado, that the cost of providing a legal defense for Sheriff David Walcher and the Arapahoe County Sheriff's Office in the matter of *Michael Cummings v. Arapahoe County Sheriff Office, et al.*, Case No. 2016-cv-32444, pending in the Arapahoe County District Court, shall be borne by Arapahoe County and that such representation shall be provided by the Arapahoe County Attorney's Office, except as may otherwise be determined by the County Attorney, in which case the County Attorney may retain outside legal counsel as may be deemed necessary; and

BE IT FURTHER RESOLVED that Arapahoe County shall, consistent with the terms contained in the Colorado Peace Officers Act and Colorado Governmental Immunity Act, indemnify each of the current and former employees named as defendants in the suit from any and all judgments or settlements that may enter against them in the above-noted litigation, and

that the claims asserted against them may be compromised, settled, and resolved by Arapahoe County as it may deem appropriate, necessary, or convenient.

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

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

Arapahoe County
Colorado's First

Board Summary Report

Date: November 4, 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) stipulation listed below.

Background

This stipulation is a result of an agreement reached between the taxpayer and the County regarding a reduction in the amount of property tax owed, settling a tax protest filed with the BAA.

Discussion

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

Tax Year	Docket #	Property Owner	Property Address	Code	Original Value	Stipulated Value
2015/ 2016	69676	Burnscope, Inc.	6438 South Quebec Street; 6440 South Quebec Street; and 6444 South Quebec Street	1.	$1,346,400	$1,221,000

Code

1. 2016 value matches 2015 stipulation at same value.

Alternatives

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

Fiscal Impact

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

Concurrence

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

Reviewed By:

Ronald A. Carl, County Attorney
Karen Thompsen, Paralegal

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

Docket #	**Property Owner**	**Tax Year**

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

The vote was:

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

The Chair declared the motion carried and so ordered.

Arapahoe County
Colorado's First

Date: November 15, 2016

To: Board of County Commissioners

From: Carol Dosmann, Executive Assistant, BOCC Administration

Through: Diana Maes, BOCC Administration Manager

Subject: Cancellation of the BOCC meetings on December 19, 20 and 27, 2016 due to a lack of quorum

Request and Recommendation

Due to a lack of quorum, the BOCC Study Sessions and Public Meetings will need to be cancelled on December 19, 20 and 27, 2016.

Background

A lack of quorum will necessitate the cancellation of BOCC meetings on the above days.

Discussion

Adoption of the attached resolution will notify all interested parties of the cancellation of the BOCC meetings on December 19, 20 and 27, 2016.

Alternatives

Fiscal Impact

Concurrence

Attorney Comments

Reviewed By:

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

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

WHEREAS, pursuant to Section 30-10-304, C.R.S., the Board of County Commissioners of Arapahoe County, Colorado, is required to hold at least two meetings in each week of the year at the county seat; and

WHEREAS, by the adoption of Resolution No. 160019 on January 12, 2016, the Board of County Commissioners did establish Mondays and Tuesdays (except for legal holidays) as the regular meeting days for the Board to conduct County business during calendar year 2016; and

WHEREAS, the Board of County Commissioners must have a quorum of its members available in order for it to transact County business; and

WHEREAS, a quorum of the Board of County Commissioners will be unavailable for meetings on December 19, 20 and 27, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County, Colorado, to cancel its public meetings and study sessions on December 19, 20 and 27, 2016 due to a lack of a quorum of its members.

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: November 2, 2016

To: Board of County Commissioners

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

From: Charles V. Haskins, P.E., Engineering Services Division Manager

Subject: **DEPARTMENT OF THE ARMY EASEMENT FOR STILLING BASIN/FLOW DIFFUSER RIGHT OF WAY LOCATED ON CHERRY CREEK LAKE PROJECT**

Request and Recommendation
The Public Works and Development (PWD) staff request approval from the Board of County Commissioners (BOCC) on an easement for Right of Way for a stilling basin/flow diffuser located on Cherry Creek Lake project with the U.S. Army Corps of Engineers (USACE). Staff also request authorization for the Chair to sign easement and authorization for the Clerk to the Board to sign the Certificate of Authority document. PWD recommends that the BoCC excute this easement extension agreement.

Background
Easement No. DACW45-2-88-6123 was acquired from the USACE in the late 1980's concurrent with development of The Hills at Cherry Creek East Subdivision. The easement expired on July 24, 2014 and requires an extension. The storm sewer from the Cherry Creek East Subdivion storm sewer outfalls onto the USACE property.

Links to Align Arapahoe
Increasing community and regional partnerships and intergovernmental cooperation

Discussion
The PWD staff has determined that the easement is still necessary for the functioning of the subdivision drainage system and hence the easement will require an extension. The USACE supports that the improvement remain in place and have prepared the new easement agreement (attached).

Alternatives
PWD staff sees no viable option to extending this easement with the USACE.

Fiscal Impact
The USACE has determined that the fair market value for the easement area to by $6,275.00 and are assessing an additional $1,750.00 for the Government's administrative costs. The Southeast Metro Stormwater Authority (SEMSWA) has agreed to fund the $8,025.00 fee for processing this easement. Therefore, there is no fiscal impact to the County.

Reviewed By:
PWD staf has reviewed this easement with SEMSWA and the County Attorney's office.

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to approve the Department of the Army Easement for a Stilling Basin/ Flow Diffuser Right of Way located on Cherry Creek Lake Project and to authorize the Board Chair to sign the Agreement and to authorize the Clerk to the Board of County Commisioners to sign the accompanying Certificate of Authority document.

The vote was:

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

The Chair declared the motion carried and so ordered.

EASEMENT NO. DACW45-2-16-6017

DEPARTMENT OF THE ARMY

EASEMENT FOR STILLING BASIN / FLOW DIFFUSER RIGHT OF WAY

LOCATED ON

CHERRY CREEK LAKE PROJECT

ARAPAHOE COUNTY, COLORADO

THE SECRETARY OF THE ARMY under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2668, having found that the granting of this easement will be in the public interest, hereby grants to, **ARAPAHOE COUNTY, a political subdivision, under and by virtue of the laws of the State of Colorado, with its principal office at 5334 South Prince Street, Littleton, Colorado 80120** hereinafter referred to as the grantee, an easement for the **operation, and maintenance of a stilling basin / flow diffuser, and access** hereinafter referred to as the facilities, over, across, in and upon lands of the United States **consisting of approximately 3.64 acres,** hereinafter referred to as the premises, as identified in **Exhibits "A", "B",** all being attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions.

1. TERM

This easement is hereby granted for a term of **twenty five (25) years beginning July 25, 2014, and ending July 24, 2039.**

2. CONSIDERATION

The grantee shall pay in advance to the United States the amount of **Six Thousand Two Hundred Seventy Five Dollars ($6,275.00)** in full for the term hereof, payable to the order of the **"FAO-USAED, Omaha District"** and delivered to USAED, Omaha, ATTN: CENWO-RE-S, 1616 Capitol Avenue, Omaha, Nebraska 68102-1618.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, **Arapahoe County, ATTN: Public Works and Development Director, 5334 South Prince Street, Littleton, Colorado 80120** and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, 1616 Capitol Avenue, Omaha, Nebraska 68102-1618, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the **District Engineer of the Omaha District**, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes; to make inspections; to remove timber or other material, except property of the grantee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

14. REQUIRED SERVICES

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

15. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

16. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

17. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

18. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

19. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

20. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

21. RESTORATION

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

22. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. §403), Section 404 of the Clean Water Act (33 U.S.C. §1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

Prior to the execution of this easement the following site specific Condition No. 23 was added hereto and made a part hereof:

23. REPLACEMENT EASEMENT

This easement supersedes and replaces Department of the Army Easement No. DACW45-2-88-6123, between the Arapahoe County, Colorado and the Department of the Army for the construction, operation, and maintenance of a stilling basin / flow diffuser, which expired on July 24, 2014. The grantee hereby acknowledges that it has been in continuous possession of said facilities since the expiration of said easement.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this _____ day of _____, 2016.

_____

Rick L. Noel
Chief, Civil Branch, Real Estate Division
Real Estate Contracting Officer

THIS EASEMENT is also executed by the grantee this _____ day of _____, 2016.

ARAPAHOE COUNTY

BY: _____

TITLE: _____

Cherry Creek Lake
Arapahoe County, CO
DACW45-2-16-6017

Arapahoe County, Colorado

A 60.00 foot by 120.00 foot Storm Drainage Easement located at the Southwestern property line of the Cherry Creek Reservoir State Recreation Area and situated north of and adjacent to lots 18, 19, and 20 of the plat of The Hills at Cherry Creek East, situated in the NW¼ of Section 14, Township 5 South, Range 67 West of the Sixth Principle Meridian, Arapahoe County, Colorado, more particularly described as follows:

Commencing at the Northwest corner of the Plat of the Hills at Cherry Creek East, as platted, said point also being the Southwest corner of the NE¼SE¼NW¼ of said Section 14;

thence North 89°39'22" East along said boundary line for a distance of 430.08 feet to the **POINT OF BEGINNING**;

thence continuing North 89°39'22" East on said boundary line a distance of 120.00 feet;

thence North 00°00'00" East for a distance of 60.00 feet;

thence South 89°39'22" West for a distance of 120.00 feet;

thence South 00°00'00" West for a distance of 60.00 feet to the **POINT OF BEGINNING;**

The tract of land herein described contains 0.17 of an acre, more or less.

ALSO

A 50.00 foot wide Access Easement situated in the Cherry Creek Reservoir State Recreation Area located in the N½ of Section 14, Township 5 South, Range 67 West of the Sixth Principle Meridian, Arapahoe County, Colorado, lying 25.00 feet on each side of the following described center line:

Commencing at the Northwest corner of the Plat of the Hills at Cherry Creek East, as platted, said point also being the Southwest corner of the NE¼SE¼NW¼ of said Section 14;

thence North 89°39'22" East along said boundary line for a distance of 550.08 feet;

thence North 00°00'00" East a distance of 30.00 feet to the **POINT OF BEGINNING**;

thence North 89°57'59" East for a distance of 784.10 feet;

thence along a curve to the right with a radius of 239.29 feet, an arc length of 97.12, a central angle of 23°15'13", and a chord bearing North 53°41'21" East, 96.45 feet;

thence along a curve to the left with a radius of 324.26 feet, an arc length of 137.00, a central angle of 24°12'26", and a chord bearing North 50°46'33" East, 135.98 feet;

thence along a curve to the right with a radius of 183.14 feet, an arc length of 146.53, a central angle of 45°50'30", and a chord bearing North 20°01'53" East, 142.65 feet;

thence North 31°52'52" East for a distance of 89.34 feet;

thence along a curve to the right with a radius of 72.64 feet, an arc length of 85.71, a central angle of 67°36'27", and a chord bearing North 50°29'27" East, 80.83 feet;

thence North 86°29'12" East for a distance of 82.75 feet;

thence North 03°06'07" East for a distance of 590.02 feet;

thence along a curve to the right with a radius of 154.60 feet, an arc length of 85.72, a central angle of 31°46'04", and a chord bearing North 33°12'19" East, 84.63 feet;

thence along a curve to the right with a radius of 357.39 feet, an arc length of 145.63, a central angle of 23°20'50", and a chord bearing North 68°48'32" East, 144.63 feet;

thence along a curve to the right with a radius of 603.10 feet, an arc length of 142.90, a central angle of 13°34'32", and a chord bearing South 87°38'16" East, 142.56 feet;

thence along a curve to the left with a radius of 216.41 feet, an arc length of 86.91, a central angle of 23°00'34", and a chord bearing North 80°26'09" East, 86.33 feet;

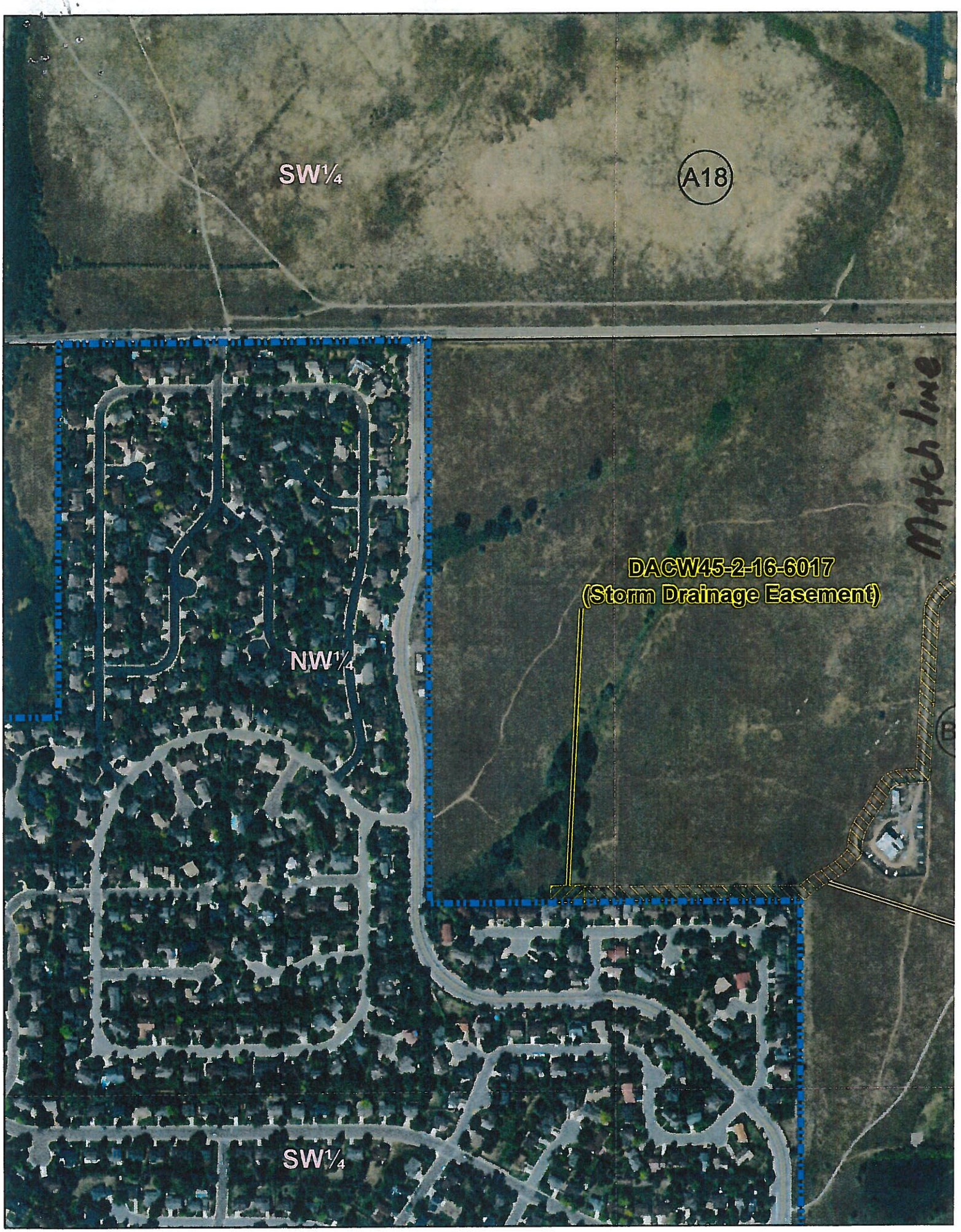
thence along a curve to the left with a radius of 404.53 feet, an arc length of 436.58, a central angle of 61°50'06", and a chord bearing North 40°08'17" East, 415.70 feet;

thence along a curve to the right with a radius of 225.93 feet, an arc length of 109.01, a central angle of 27°38'42", and a chord bearing North 19°07'57" East, 107.96 feet to a point on the center line of East Bellevue Avenue and the **POINT OF TERMINATION**;

The strip of land herein described contains 3.47 acres more or less.

The combined strip and tract of land herein described contain 3.64 acres, more or less.

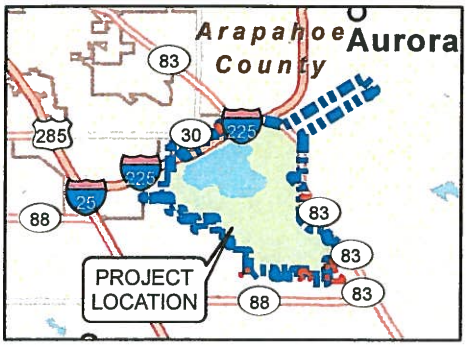
01JUL2016

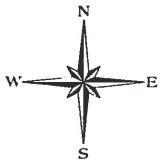

SW¼
A18
NW¼
DACW45-2-16-6017
(Storm Drainage Easement)
Match line
B
SW¼

Cherry Creek Lake
Arapahoe County, CO

DACW45-2-16-6017 (± 3.64 acres)

- Storm Drainage Easement (±0.17 of an acre)
- Access Easement (±3.47 acres)
- Fee Project Boundary
- Tracts
- Sections
- ¼ Section





T5S,R67W
6th Principal Meridian

0 250 500 1,000 Feet

Disclaimer: The Government furnishes this data and the recipient accepts and uses it with the express understanding that the United States Government makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, usability, or suitability for any particular purpose of the information and data furnished. The United States shall be under no liability whatsoever to any person by reason of any use made thereof. Data displayed on this map are approximations derived from GIS layers and should NOT be used in place of survey data or legal land descriptions.

Real Estate RE-S	
Produced By: Cartographic Section	US Army Corps of Engineers ® Omaha District
Production Date: 01 July 16	
Revised By:	
Revision Date:	
File Location: Q:\re2\jesse\Annette\cherry_creek\DACW45-2-16-6017\DACW45-2-16-6017_ExB.mxd	

EXHIBIT "B" ATTACHED TO AND MADE A PART OF DACW45-2-16-6017

CERTIFICATE OF AUTHORITY

I hereby certify that I am the _____ of
(Secretary or Attesting Officer)
the organization named in the foregoing agreement with the United States of America; that said organization is organized under the laws of the State of _____; that the seal, if applicable, affixed to said instrument
(State)
is the seal of said organization; that _____,
(Name of Officer)
who signed said agreement was then _____ of said
(Title of Officer)
organization and has been duly authorized to sign the foregoing agreement on behalf of said organization, binding said organization to the terms therein.

I, as the Secretary/Attesting Officer, hereby attest to the validity of the Signature of said Officer; and that said signature affixed to such agreement is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal, if applicable, of said organization, this _____ day of _____, 20____.

_____
Secretary or Attesting Officer

_____
Corporation or Organization

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same.

MRO Form 851 (21 Aug 02) (Edition dated 1 Oct 91 is obsolete)

Encl 3

Board Summary Report

Date: November 2, 2016

To: Board of County Commissioners

Through: Ron Carl, County Attorney

From: Ben Swartzendruber, Assistant County Attorney

Subject: Approval of a release for property damage to ACSO vehicle

Purpose
To obtain authorization for the Chair to sign a release for property damage to obtain payment from the City of Sheridan.

Background
On May 28, 2016, a City of Sheridan Police vehicle backed into an ACSO vehicle, causing extensive damage. The damage has been repaired, and the City of Sheridan will issue payment for the damage upon receipt of a signed release.

Discussion
The release is for property damage only. The amount of the damage is known, and the damage has already been repaired.

Recommendation
The County Attorney's Office recommends that the Board approve the Chair to sign the release so payment can be issued by the City of Sheridan.

Alternatives
There is no viable alternative. Sheridan is requiring the Release to issue payment.

Fiscal Impact
Recovery of the amount paid by Arapahoe County to repair the ACSO vehicle.

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to authorize the Chair to sign the "Release for Property Damage Only – Claim # PC600834," 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.

RELEASE FOR PROPERTY DAMAGE ONLY – Claim # PC600834

The Arapahoe County Board of Commissioners, on behalf of Arapahoe County and its elected officials, insureds, executors, administrators, successors and assigns, in consideration of the payment of **Ten Thousand Five Hundred Ninety dollars and 31/100 ($10,590.31)** do hereby remise, release and forever discharge the **City of Sheridan** their employees, heirs, executors, administrators, successors and assigns from and against all claims, demands, actions and causes of action for property damages whensoever and howsoever arising on account of property damage occurring to an Arapahoe County Sheriff's Office vehicle (including loss of use thereof) arising out of an accident which occurred on or about May 28, 2016, on or near Brady and Hamilton, in Sheridan, in the State of Colorado.

The above sum, stated as consideration of this release is to be paid as follows:
Lump Sum Full and Final payment of **$10,590.31.**

IT IS UNDERSTOOD AND AGREED that neither this release or any payment made pursuant hereto is to be taken as an admission of liability on the part of any person in whose favor this Release is given.

We have read this Release in full and fully understand the content and effect of executing it. We understand that no other promise or agreement exists between **Arapahoe County** and the **City of Sheridan** and their agents and that this document contains the entire agreement between the parties. The terms of this document are not simply a recital of facts but are contractual promises that we are making.

BOARD OF COUNTY COMMISSIONERS,
COUNTY OF ARAPAHOE

By: _____
Nancy Doty, Chair

Date: _____, 20___.

ATTEST:

_____
Barbara LeBlanc, Deputy Clerk to the Board
(SEAL)

Board Summary Report

Date: 11/1/16

To: Board of County Commissioners

Through: Don Klemme, Community Resources Department Director

From: Linda Haley, Senior Resources Division Manager

Subject: 2017 Community Services Block Grant Plan

Request and Recommendation

We are requesting approval of the Community Services Block Grant 2017 budget. At a study session on November 1, 2016 the Board of County Commissioners expressed support for the recommendation and directed staff to set the 2017 Community Services Block Grant Plan on the Consent Agenda for approval.

Background

Arapahoe County receives CSBG funds annually through the Department of Local Affairs. These funds have traditionally been utilized to support the Homemaker Program operated through the Senior Resources Division. Recent statewide funding formula changes have resulted in increased funding to Arapahoe County providing us with the opportunity to offer additional assistance to low income individuals and families.

Links to Align Arapahoe

Utilizing CSBG funds to improve the living situations of low income individuals and families links to Quality of Life.

Discussion

Arapahoe County will be receiving $487,824 in CSBG funds for 2017 representing an increase of $52,461 from our 2016 allocation. We propose to utilize the CSBG funds as follows.

$383,147 will be utilized to support the Homemaker Program including staff salaries and fringe benefits, program supervision, program management, administrative and payroll support, central services and IT, mileage, training, and supplies and equipment.

$77,177 will be utilized for emergency services including $25,772 for Integrated Family and Community Services to continue providing emergency rent, mortgage, utilities, and propane to low income individuals and families living in the Eastern Plains area of Arapahoe County; $46,391 to be utilized by our Housing Specialist to assist with security deposits, rent, or utilities payments to assist in preventing loss

of housing or securing new housing for individuals and families who are impacted by the housing crisis; and $5,006 covering 10% of the cost allocated salary and fringe benefits of the Housing Specialist while working on this project.

Additionally, we are targeting $27,500 to meet the new CSBG Organizational Standards which include the requirement of a three year Community Assessment and Needs Plan which will require extensive focus groups throughout Arapahoe County and documentation of communication with schools, faith based organizations, non-profits, housing authorities, etc. to determine the needs in the community. We propose to hire a consultant for this process as we do not have sufficient staff time available to meet this additional requirement. Another added requirement for submission of our 2018 plan is that our plan be reviewed by a certified Results Oriented Management and Accountability (ROMA) trainer. Arapahoe County does not have a Certified ROMA trainer on staff which will require hiring someone to complete this CSBG requirement.

Alternatives

The alternative would be to not utilize the funds as outlined above and to recommend alternative ways to use these funds.

Fiscal Impact

CSBG funds are allocated to Arapahoe County based on a formula. There is no match required so there is no fiscal impact to Arapahoe County.

Concurrence

The CSBG Advisory Board has approved the use of these funds as outline. The BOCC reviewed the budget at a Study Session on 11/1/16 and recommended moving on to the Consent Agenda.

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

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

Reso#_____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to approve the 2017 Community Services Block Grant budget using the funds to provide Homemaker Services, Emergency Services to the Eastern Plains, a cost allocated portion of the Housing Specialist, emergency housing related services, and to fund the development of the 2018-2021 Needs Assessment and Action Plan.

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: November 2, 2016

To: Board of County Commissioners

Through: Don Klemme, Director, Community Resources

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

Subject: HOME Family Promise Request of Greater Denver

Direction/Information:

On November 1, 2016, Housing and Community Development Services (HCDS) staff requested to increase the Family Promise Tenant Based Rental Assistance (TBRA) program by $47,970, to continue operating their TBRA program. At the study session on November 1, 2016 the BoCC expressed support for this project and directed staff to set the matter for an upcoming consent agenda.

Family Promise of Greater Denver TBRA Funding Increase Request

In 2015 Family Promise was awarded $65,280 in HOME funds to operate a TBRA program. They have housed 5 families to date. They are requesting an additional $47,970 in HOME funds to continue to support the 5 existing families and to add two new families into the program. At a Study Session, held on November 1, 2016, the BoCC unanimously approved the full funding increase ($47,970) for Family Promises TBRA Program, they directed the item to be set for Consent Agenda.

Links to Align Arapahoe

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

Discussion

The current rental market in Arapahoe County is very tight. The vacancy rates are very low (average of 4%) which is driving rental prices up significantly. It is estimated that renters need to make $35 an hour in order to afford housing in the Denver Metro area. With the low vacancy rates and high rents, it is difficult for families to find, and maintain, decent, safe, and affordable housing. This TBRA program is a useful tool to get families housed, making life more stable for the families.

Alternatives

The BOCC may choose to not to increase the funding, or to increase it at a lower amount.

Fiscal Impact

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

Concurrence
Not applicable

Attorney Comments:

Reviewed By:

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

Board Summary Report

Date: November 2, 2016

To: Board of County Commissioners

Through: Ron Carl, County Attorney

From: John R. Christofferson, Deputy County Attorney

Subject: Incentive Payment Agreement – Charter Communications Holding Company LLC

Purpose and Recommendation
Charter Communications Holding Company LLC is requesting the Board to authorize the Chair to sign an Incentive Payment Agreement for refunds of 100% of the personal property taxes associated with the new business facilities and the expanded business facilities located at the 6360 South Fiddler's Green Circle, Greenwood Village, Colorado 80111. This Agreement is for 5 years and involves tax years 2017 – 2021, with an option to extend the Agreement for one additional 5 year term involving the tax years 2022- 2026.

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 new 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 Charter Communications Holding Company LLC at a study session on July 19, 2016, 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 new business facilities and expanded business facilities, is for a term of five (5) years, with an option to extend the Agreement for one additional 5 year term, and involves a refund of 100% 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

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 Charter Communications Holding Company LLC relating to the refund of one hundred percent (100%) 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 facilities and the expanded business facilities for Charter Communications Holding Company LLC located at 6360 South Fiddler's Green Circle, Greenwood Village, Colorado 80111, 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.

INCENTIVE PAYMENT AGREEMENT

This Incentive Payment Agreement ("Agreement") is entered into as of _____ _____, 2016, by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (the "County") and Charter Communications Holding Company, LLC (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 as well as an expanded business facility.

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

1. The Taxpayer will establish new business facilities as defined in Section 39-30-105(7)(e), C.R.S. in the City of Greenwood Village, a municipality in Arapahoe County, Colorado. This new business facility is/will be located at 6360 S Fiddler's Green Circle, Greenwood Village, Colorado 80111. The purposes and functions of this new business facility include Charter's regional offices and functions such as product design, portfolio planning and other backoffice functions to help facilitate the regional office, and as further described in Exhibit A.

The Taxpayer will expand its business facilities as defined in Section 39-30-105(7)(c), C.R.S. in the City of Greenwood Village, a municipality in Arapahoe County, Colorado. This expanded business facility is/will be located at 6363 S Fiddler's Green Circle, Greenwood Village, Colorado 80111. The purposes and functions of this expanded business facility include network operations, information technology professionals, network engineers, and other backoffice functions, and as further described in Exhibit A.

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 such new business facility and used in connection with the operation of such new business facility and associated with the taxable personal property located at or within such expanded business facility and used in connection with the operation of such expanded business facility.

3. Prior to any payment from the County, the Taxpayer shall invoice the County by June 15th, beginning in the year 2018, for the incentive payment and provide the County with the Taxpayer's tax statement, appropriate documentation of proof of payment of the County business

personal property tax and a description of the Taxpayer's progress towards fulfillment of the expectations represented by the Taxpayer in Exhibit A.

4. Upon completion of Paragraph 3 above, the County shall make an annual incentive payment, to the Taxpayer, which payment shall equal one-hundred percent (100%) 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 such new business facility and used in connection with the operation of such new business facility and directly attributable to such expanded business located at or within such expanded business facility and used in connection with the operation of such expanded business 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.

5. 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 B, , 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.

6. The County shall inform the school district and the municipality, in which the Taxpayer's new business facility and the expanded business facility are 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 2022. After written request from the Taxpayer, this Agreement may be extended for additional five (5) year increments, not to exceed a total term of ten (10) 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

Charter Communications
12405 Powerscourt Drive
St. Louis, Missouri 63131-3674
ATTN: State Tax Dept (Vicky Schjenken)

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

_____
Chair, Board of County Commissioners

ATTEST: Clerk to the Board

_____

TAXPAYER

By: Alan Jones, Charter Communications, Inc. (Manager)
Title: GVP Tax

EXHIBIT A

INCENTIVE PAYMENT AGREEMENT
PROJECT DESCRIPTION AND REPRESENTATIONS

In an effort to further advance the Company's telecommunication operations (i.e., telephone, wireless, optical, and media), Charter is considering the renovation of the Fiddler's Green complex's 179,500 square feet as well as constructing a new 306,500 square foot facility on the premises of Fiddler's Green. The existing Fiddler's Green complex houses network operations professionals, IT professionals, network engineers, and other Charter back office functions while the new Fiddler's Green facility will largely be a new regional headquarter space for Charter.

The project is expected to create up to 797 new jobs at Fiddler's Green over the first four years of operations with an average wage of $93,374. New jobs would be comprised largely of professionals working within the information technology, network operations and software engineering sectors.

The total capital investment for the Fiddler's Green expansion and new construction is projected to be approximately $61,850,000. Construction at Fiddler's Green is expected to begin in the third quarter of 2016, and the newly constructed facility is scheduled to be operational in 2018.

EXHIBIT B

INCENTIVE PAYMENT AGREEMENT
SCHEDULE OF PAYMENTS

TAX YEAR	TAXPAYER INVOICE DATE (No later than)	INCENTIVE PAYMENT DATE (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

Board Summary Report

Date: 11/1/16

To: Board of County Commissioners

Through: Don Klemme, Community Resources Department Director

From: Linda Haley, Senior Resources Division Manager

Subject: Older American's Act Transportation

Request and Recommendation

We are seeking direction from the Board of County Commissioners (BOCC) regarding our continued management of the Senior Transportation Program funded through Older American's Act and/or State Funding for Seniors funds.

Senior Resources staff recommend continued involvement with the Senior Transportation Program to ensure that Arapahoe County seniors have a voice and an advocate.

At a study session on November 1, 2016 the BOCC expressed support for our involvement with the Older American's Act/State funding for Seniors Transportation Program and directed staff to set the matter on an upcoming consent agenda.

Background

The Senior Resources Division has managed the Senior Transportation Program in Arapahoe County since 2006. The funding for this program comes through the Denver Regional Council of Governments (DRCOG) and utilizes Older American's Act and/or State Funding for Seniors in any given year. Additionally, Arapahoe County is required to contribute 10% in matching funds which in 2016 is $41,363. With that match we are able to leverage an additional $372,000 in Funds from DRCOG.

From 2007 through 2014 we utilized First Transit as our subcontractor to deliver transportation services. This program was developed in conjunction with the City and County of Denver and served both Denver and Arapahoe Counties and had a client satisfaction rating of 96% or higher each year.

In 2015 DRCOG awarded the Denver contract to Seniors' Resource Center (SRC) which left First Transit unable to serve Arapahoe County as our funding is not sufficient for a stand-alone operation. Arapahoe County was left in the position of contracting with SRC as DRCOG's decision was made five weeks before the end of the 2014/15 contract and it was the only option for maintaining uninterrupted transportation services to vulnerable seniors in Arapahoe County.

During transition discussions with DRCOG in June 2015 it was suggested by DRCOG that perhaps Arapahoe County should no longer manage the transportation funds. At that time, with direction from the Board of County Commissioners, we elected to stay involved and manage the grant funds for the current two year cycle because we had concerns about SRC's capacity to deliver services in Arapahoe County, and we felt that it would be the best way to ensure seniors had a voice during the transition. DRCOG agreed with this decision and we agreed with DRCOG that we would revisit the topic before the next round of proposals.

Links to Align Arapahoe

Continuing to be involved with senior transportation meets the Quality of Life initiative under Align Arapahoe as seniors are given the opportunity to maintain their independence while utilizing transportation to attend medical appointments, dialysis, grocery shopping, food banks, and meals programs.

Discussion

The next two year request for proposals will be released by DRCOG in the next 2 months. On September 30, 2016 in a meeting with DRCOG, Jayla Sanchez-Warren, Director of the Area Agency on Aging said that she was willing for Arapahoe County to stay involved in managing the transportation funds for Arapahoe County.

Community Resources staff feel that it would be in the best interests of Arapahoe County seniors for us to stay involved with managing the funds. The transition to SRC as a provider has not been a smooth one, although services are improving, and the number of trips being delivered is slowly increasing. If we are not involved in the process, seniors in Arapahoe County will not have a voice to advocate for them as we will lose our leverage. We have also initiated regular transportation meetings involving Arapahoe County, Adams County, SRC, and DRCOG to discuss issues and develop solutions. Senior Resources staff believes this work group can provide better solutions with everyone being involved.

Alternatives

The alternative would be for Arapahoe County to choose not to manage the transportation program funded through DRCOG. Should this option be chosen, it would be staff's recommendation that we also not provide the $41,363 in required match for the program.

Fiscal Impact

Arapahoe Count is required to provide a 10% match which in 2016 is $41,363 to leverage the $372,000 in transportation funds. The match utilized is part of the Senior Resources General Fund budget. Staff time used to manage the program is charged to this match.

Concurrence

Senior Resource staff and DRCOG have concurred that we are a stronger group working together on transportation issues.

At a study session on November 1, 2016 the BOCC concurred with moving this item to the consent agenda.

Attorney Comments

Reviewed By:

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

Reso #_____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to approve the continued involvement of Senior Resources Division staff in the Older American's Act/State Funding for Seniors transportation program for seniors in Arapahoe County.

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: November 2, 2016

To: Board of County Commissioners

Through: Shannon Carter, Open Spaces Department Director

From: Josh Tenneson, Grants and Acquisitions Manager

Subject: West Bijou Property (aka Marrs Property) Transfer Approval

Request and Recommendation:
The recommendation from Open Spaces staff to the Board of County Commissioners is to approve the transfer of the West Bijou Property. This topic was heard and approved by the Board of County Commissioners at a study session on October 31, 2016.

Background:
In 2012, Arapahoe County awarded $95,000 of "joint project funding" from the Open Space Acquisition and Development Fund to the Plains Conservation Center, a Colorado non-profit, to help support its acquisition of property in the eastern part of Arapahoe County. Arapahoe County only contributed funds towards 128 acres, but the overall project was 1,083 acres (with 955 acres being in Elbert County). The PCC already owned 7,000 acres at the time, so the acquisition brought the total acreage of the ranch up to approximately 8,000 acres.

As a condition of using Open Space funds, Arapahoe County and Great Outdoors Colorado, the other principal funder, required that the property be placed under conservation easement. The conservation easement is held by Colorado Open Lands, but Arapahoe County maintained certain rights in the easement. One of those rights is that Arapahoe County must approve any property transfer. The PCC would like to transfer the property to the Savory Institute, another Colorado nonprofit, and now seeks Arapahoe County's permission.

Links to Align Arapahoe:

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

Discussion:
The PCC and Savory Institute, two Colorado based nonprofits focused on grasslands conservation, wish to combine their assets and expertise to accelerate the restoration of grasslands worldwide. The PCC's history in soil conservation and advancing regenerative agriculture dates back to its beginnings with the West Arapahoe Conservation District established in 1949 to help prevent the disasters of the Dust Bowl from happening again. Since the late 1960's, the Savory Institute has been developing and implementing

Holistic Management ("HM") with pastoralists and ranchers worldwide to achieve positive financial outcomes and reverse the effects of desertification.

The Savory Institute and PCC recognize an aligned mission to promote large-scale restoration of the world's grasslands through HM. In the emerging spirit of these cooperative missions, and in the interest of practicing economies of scale by efficient utilization of scarce resources, both parties aim to leverage their respective assets of expertise, networks, legacy, real estate and equipment to enhance their shared visibility, growth and impact.

Specifically, the Savory Institute and PCC wish to utilize the West Bijou Property as a world center of excellence, showcasing HM and serving as a central demonstration of the Savory Network's mission to restore 1/5 of the world's grasslands by 2025. Furthermore, PCC's cash and investment assets (value of approximately $2M) will be used to launch the effort that will leverage West Bijou's ecological, cultural, and educational assets.

We believe that the combined organizations will be in a stronger position to fully realize the original conservation goals established at the time of purchase of the West Bijou Property and preserve and enhance the Property's conservation values.

In addition, the following stakeholders have also been notified of the transfer and are in full support of the motivation and intentions of the transfer:

- West Arapahoe Conservation District
- Great Outdoors Colorado
- Colorado Open Lands

Alternatives:
Delay, place conditions on or deny the property transfer.

Fiscal Impact:
There is no fiscal impact on Arapahoe County.

Staff Recommendation:
Staff recommends approving the property transfer.

Attorney Comments:
None

Reviewed By:
Josh Tenneson
Grants and Acquisitions Manager

Shannon Carter, Director
Intergovernmental Relations and Open Spaces

Tiffanie Bleau
Assistant County Attorney

Janet Kennedy, Director
Finance

Attachments:
None

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to approve the transfer of the West Bijou Property from the Plains Conservation Center to the Savory Institute, pursuant to the terms and conditions of the existing perpetual conservation easement on the property held by Colorado Open Lands.

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: October 26, 2016 Hearing Date: November 15, 2016

To: Board of County Commissioners

Through: Jan Yeckes, Planning Division Manager

From: Diane Kocis, Oil & Gas Specialist

Subject: Case number W16-001
Land Development Code Amendment of Section 12-1900
For An Administrative Approval Process for Small-Scale Solar Facilities

Request and Recommendation
Staff requests approval of a resolution for an amendment to the Land Development Code to provide an administrative process for review and approval of small-scale solar facilities land development applications. Staff has revised Section 12-1900 of the Land Development Code to include small-scale solar facilities in addition to oil and gas facilities. The new Section 12-1900 will be titled "Energy Facilities."

The concept of a Memorandum of Understanding (MOU) for small-scale solar facilities was considered by the BOCC during a study session held June 27, 2016. The BOCC directed staff to proceed with development of an administrative process for small-scale solar facilities, to be used within unincorporated Arapahoe County, for further consideration through the public hearing process. The MOU is an administrative document that will be used in conjunction with this process; the Board of County Commissioners would be delegating to staff the authority to revise the MOU as appropriate to a specific application.

Planning Commission Recommendation: Following a public hearing on October 18, 2016, the Planning Commission recommended **approval** of the proposed Land Development Code Amendment based on staff findings and **with the conditions of approval recommended by staff**. The vote was 4 in favor, 1 opposed (2 absent).

Planning Commissioner Rieck opposed the motion. She felt that, although there was no public comment at the time of the proposed code, there may still be public concern on a project-specific basis. She felt an administrative process does not allow for sufficient public input on individual projects and that this new process allows for an almost automatic approval. She noted that the shorter process requested for meeting Xcel timing requirements could be addressed by Xcel's practices and requirements. Comment from two industry representatives in attendance was

favorable to the proposed MOU and new administrative process. A summary of referral comments received prior to the hearing is provided in this Board Summary Report.

Background Information

Small-scale solar facilities, also known as Community Solar Gardens, are centrally-located solar photovoltaic (PV) systems that sell electricity to utilities, while providing benefits to participating subscribers. Solar gardens have a capacity of 2 megawatts or less. Typically a site of approximately 15-20 acres is needed; this helps to account for parcels that may not be the ideal shape to meet setbacks and other requirements of the project.

Small-scale solar facility land development applications received to date have gone through the typical Use by Special Review (USR) process with BOCC review. Representatives for two solar companies are seeking to shorten the application process by modelling the administrative process for oil and gas development applications.

The funding process for solar facilities is very dependent on predictable and relatively short application review timelines, and so the existing County USR process that takes five to eight months for approval for these relatively low-impact development applications endangers their project funding.

An administrative process would entail the same level of staff scrutiny, for a process that would be complete in five to six weeks, without the two public hearings. It is also important to note that the Director of Public Works would retain the option of moving an application to a full USR process, with hearings, for applications with potential heightened impacts.

Align Arapahoe Links

This matter links to the Align Arapahoe goals for ***Service First*** and ***Fiscal Responsibility*** because the amendment would reduce the time required from Planning and Engineering Services case managers to review and approve applications, as well as advancing the goal for ***Quality of Life***, by providing renewable energy options for residents.

Comprehensive Plan

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, to support solar energy research and other clean energy programs, and energy-efficient building design and solar-oriented site planning.

Discussion

While the solar companies would get an expedited permit review process under the Solar MOU and an administrative USR, similar to Oil and Gas applications, the County would require increased buffering for aesthetics and should review typical application and permit fees for any needed adjustments to cover the County's review costs. The proposed fee structure will be presented to the BOCC at a future date for consideration and adoption into the fee schedule. The fee would apply to the review and approval processes for the land development application, GESC permit, access permits, and fence permits necessary for a project.

The review process for small-scale solar facilities would be shortened from the current timeframe of five to eight months to a significantly shorter timeframe of five to six weeks, while adhering to the same level of scrutiny through use of a voluntary MOU to qualify for the administrative process. Solar companies have communicated that they expect five or six applications to Arapahoe County over the next nine months. The proposed amendment and Solar MOU would provide the County with significant savings in both staff time and labor as well as benefitting solar energy projects.

Having an administrative process for small-scale solar facilities would “level the playing field” in the County for these low-impact, renewable energy projects.

Staff Findings
The following findings are consistent with the recommendation of the Planning Commission.

Staff has reviewed the proposal and supporting documentation as well as referral comments, as detailed in this report. Based on review of applicable goals and policies as stated in the Comprehensive Plan, staff finds:

1. The proposed changes to Section 12-1900 within the Land Development Code appears to be in conformance with the Arapahoe County Comprehensive Plan.

2. Arapahoe County has the authority to amend provisions of the Land Development Code as proposed by this revision.

3. Modifications proposed comply with the applicable Land Development Code Amendment policies and procedures as set forth in the Land Development Code including public notification requirements. Notice was provided in both the Villager and the I-70 Scout newspapers.

4. The proposed changes promote the public health, safety, and welfare of the citizens of unincorporated Arapahoe County.

SUMMARY OF REFERRAL COMMENTS RECEIVED FOR W16-001

Tri-County Health Department	Commends the County – facilities “do not contribute to air/water pollution.”
Eastern Arapahoe County Advisory Planning Commission	One member responded with support for the proposed regulation, but questioned whether this much detail is necessary.
Douglas County Community Development Department	No comment, appreciates opportunity to review.
City of Centennial Community Development Department; City of Littleton; City of Lone Tree	No comment, appreciate opportunity to review.
IREA	Draft code updated based on their one comment: “*may require review by the jurisdictional electric utility if the project is to be interconnected with such utility’s system.*”
REAP	Good idea.
State Land Board	Supports proposed code. Seems efficient, yet comprehensive. In accordance with timing required under Xcel RFP process.
Xcel Energy (2) Right-of-Way	No conflict letter and letter stating full support.
Arapahoe County Engineering Services Division, PWD	Draft code updated based on Engineering Services comments.

Alternatives
The BOCC has the following alternatives:

1. Approve the Land Development Code amendment to allow for an administrative process for small-scale solar facilities in a newly titled Section 12-1900 (Energy Facilities), as recommended by Staff and the Planning Commission or with changes. *This option would be consistent with the recommendation of this BSR.*

2. Retain the current process, which requires a Use by Special Review and public hearings at both Planning Commission and the Board of County Commissioners. *This option would not be consistent with the Staff and Planning Commission recommendation and would retain the current process without an MOU for small-scale solar facilities.*

3. Continue the decision on the proposed amendment to a future date to receive additional information or to further consider information presented during the public hearing.

Attachments
- Draft Motions to assist the BOCC in preparing a motion for action on the proposal
- Draft Resolution approving the Land Development Code Amendment
- Solar MOU – Sections of the Oil and Gas MOU that were not applicable to a Solar MOU have been removed, and appropriate terms and language for small-scale solar facilities have been used – this is a general format of the MOU to be used in conjunction with the administrative process and may be modified to address site- and project-specific needs
- Section 12-1900 of the Land Development Code, as recommended by the Staff and Planning Commission – Exhibit A to the Resolution
- Letters of support for the amendment

Concurrence
The proposed amendment has had input from the Public Works and Development Director, Planning Division staff, Engineering Services staff, and County Attorney's Office. This Board Summary Report has been reviewed by the Oil and Gas Specialist, the Current Planning Program Manager, the Planning Division Manager, the Public Works and Development Director, the Senior Assistant County Attorney, and the Finance Department.

1800 Larimer Street
Denver, Colorado 80202

1-800-895-4999
xcelenergy.com

September 23, 2016

Diane Koris

Arapahoe County Planning Division

E-mail:dkocis@arapahoegov.com

Phone: (720) 874-6751

Dear Arapahoe County Planning Division,

This letter is in response to express Xcel Energy's full support for Arapahoe County's Land Development amendment that would allow for administrative permitting process for small scale solar facilities of 2MW or less. Please let us know if or how we can support this effort on a go forward basis.

Lyndsay A. McDonald
Associate Program Manager
Colorado Solar*Rewards, Xcel Energy
Email: Lyndsay.McDonald@xcelenergy.com

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Jan Yeckes

From: Bolin - DNR, Page <page.bolin@state.co.us>
Sent: Thursday, October 06, 2016 5:39 PM
To: Diane Kocis
Subject: Re: FW: Arapahoe County proposed Land Development Code Section 12-1900 change to include small scale solar facilities (case W16-001)

Diane,

The State Land Board supports the proposed changes to the land use code to provide for an Administrative Use by Special Review for energy facilities. The administrative process suggested appears to be an efficient, yet comprehensive approach to approving smaller energy facilities (particularly solar gardens). The State Land Board requires local land use approval before entering into solar garden leases with energy developers. This process, when combined with the State's process for lease approval, will allow construction and operation on a much quicker schedule.

Thank you for allowing us the opportunity to comment on these proposed changes.

Page Bolin

Page Bolin
Renewable Energy Program Manager/
Real Estate Specialist
Colorado State Board of Land Commissioners

COLORADO
State Land Board
Department of Natural Resources

o 303.866.3454 x3335 | C 303.915.4789
1127 Sherman Street, Suite 300, Denver, CO 80203
page.bolin@state.co.us | www.colorado.gov/trustlands

On Mon, Sep 26, 2016 at 5:23 PM, Diane Kocis <DKocis@arapahoegov.com> wrote:

Hello Page,

I did not see a response to the referral I sent regarding a change to our Land Development Code to allow for an administrative approval process for small scale solar projects.

Will you or anyone else at the State Land Board be providing comments? The deadline for comments was today but I will accept comments tomorrow (Tuesday) as well.

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

September 20, 2016

To Whom It May Concern:

For the last several months SunShare has been working alongside Arapahoe County Public Works and Development with the idea of implementing a Memorandum of Understanding (MOU) to streamline USR permit submittals for solar gardens. The idea originated after successfully developing two solar gardens in Arapahoe County and successfully completing the USR process. With each project we received either positive comments or no comments from referral parties, the projects themselves are very low impact, and everybody seems to be in favor of them. As long as we established pre-defined design and site selection criteria than solar gardens could go through a less cumbersome review process.

SunShare has worked in dozens of jurisdictions in CO and MN and have found Arapahoe County's current USR review process to be one of the longest and most cumbersome. All planning and engineering staff is very helpful and receptive to our projects, the process is just unnecessarily long and complicated. Approving the MOU would put Arapahoe County in a position of efficiency which will help with staffing resources and additionally would attract additional solar development to the county. We think this will be a win for all parties involved without any compromise in design criteria.

SunShare has a pipeline of several more Arapahoe County solar gardens in plans to develop in the coming years. We plan to actually submit a new project located on East Quincy known as Quincy II Solar Garden. We will also likely submit 2-3 more projects in early 2017. From what I hear, several other solar developers are also targeting Arapahoe County for small solar garden projects as well. The timing is good to approve the MOU as the rush of solar development seems to be imminent.

We look forward to continuing to work with Arapahoe County in all facets. Please let us know what questions you have.

Best Regards,

Jon Sullivan
Director of Project Development
jon@mysunshare.com
303-718-3291

Clean Energy COLLECTIVE®

September 16, 2016

Ms. Diane Kocis
Arapahoe County Planning Division
6924 South Lima Street
Centennial, CO 80112

Re: Administrative Review and Approval for Solar Energy Production Facilities

Dear Ms. Kocis,

I recently processed a Use by Special Review application for a 2 MW solar power generation facility in Arapahoe County. While the process went smoothly, Clean Energy Collective would certainly support an administrative process for review and approval for solar facilities.

Having worked with the Arapahoe County Planners on various land use applications through the years, I can attest to their professionalism and attention to detail that would be required for such an administrative process for reviewing and approving solar facilities. Several counties along the Front Range had gone to such a process and it seems to be working very well for both the counties and the solar industry. I was recently involved in assisting Weld County review and modify their land use process for solar installations. After Weld County approved their new land use process, I filed an application for a 2 MW solar installation and found their new processes and procedures to work quite well. Jefferson County has also recently modified their land use regulations to be an administrative process and a permitted use in most zone districts.

Clean Energy Collective is fully supportive of your efforts and I would like to offer to help the Arapahoe County Planning staff with the modifications to their land use regulations, if such assistance is desired. I am also available to speak at any Planning Commission or Board of County Commissioners' public hearings, if you think that would be helpful. Please keep me updated on your progress and let me know if I can be of any assistance with this effort.

Best regards,

Richard L. Miller

Richard L. Miller, AICP
Land Manager
e-mail: richard.miller@easycleanenegy.com
Phone: 303.809.2128

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

WHEREAS, Sections 30-28-113, -116 and -133, C.R.S., provide that the Board of County Commissioners has the power to adopt and amend the Land Development Code from time to time, after notice to the Planning Commission and published notice of the Board's intention to consider amendments, all as set forth in Sections 30-28-116 and -133, C.R.S.; and

WHEREAS, staff recommendations for amendments to the Land Development Code, concerning the addition of an administrative process for Small Scale Solar Facilities (Case No. W16-001) were forwarded to the County Planning Commission for review and comment, along with the changes recommended in the periodic review process; and

WHEREAS, the Planning Commission held a public meeting on October 18, 2016 and reviewed the recommended changes to the Land Development Code to amend Chapter 12, "Specific Regulations" by adding language to Section 12-1900 and changing the title of the section to "Energy Facilities" to allow for an administrative process for small scale solar facilities; and voted to recommend that the changes be made to the Land Development Code, with certain conditions; and

WHEREAS, public notice has been properly given of such proposed regulations by publication on October 27, 2016 in The Villager, and on October 25, 2016 in the I-70 Scout, both newspapers of general circulation in the County; and

WHEREAS, on November 15, 2016 at 9:30 a.m., the Board of County Commissioners held a Public Hearing concerning proposed amendments to the Land Development Code; and

WHEREAS, evidence was received showing that the notice, publication and referral procedures required by law for amending the zoning resolution were followed; and

WHEREAS, no objection was raised by the public or the Planning Commission relating to the adequacy of the notice, publication or referral procedures followed; and

WHEREAS, at the public hearing County Planning and Legal staff presented and explained the proposed changes, and were questioned about the particulars by the members of the Board of County Commissioners; and

WHEREAS, the record for this action contains extensive documentation of the factual basis for the proposed regulations; and

WHEREAS, following the summary presentation by County staff, the Chairman asked members of the public for comments about the proposed changes; and

WHEREAS, following the opportunity for public comment, the Board of County Commissioners made the following findings:

A. The Board of County Commissioners finds and determines that the statutory jurisdictional requirements have been met and that the Board has jurisdiction to consider and act upon the proposed amendments to the Land Development Code.

   1. That adequate opportunity for public input and comment has been provided.

   2. That the Board has –authority under Title 29 and 30 to hear, consider and act upon the proposed changes to the -Land Development Code.

   3. Staff has reviewed the proposal and supporting documentation as well as referral comments as detailed in this report. Based upon this review, staff finds:

      a. The proposed changes to the Land Development Code appear to be in conformance with the Arapahoe County Comprehensive Plan by supporting rural development and character.
      b. Arapahoe County has the authority to amend provisions of the Land Development Code Regulations as proposed by this revision.
      c. Modifications to Chapter 12 and 19 comply with the applicable Amendment policies and procedures, including public notification requirements, as set forth in the Land Development Code.

B. The Board of County Commissioners hereby concludes that changing conditions clearly require adoption of the following amendment to the Zoning Regulations in the Arapahoe County Land Development Code, that the changes will not adversely affect the community's interest in reasonable stability in the zoning regulations and subdivision regulations, and that the changes are in the public interest and for the public good.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County, Colorado to adopt the revisions to the Zoning Regulations and/or the Subdivision Regulations, in the Land Development Code, concerning the addition of an administrative process for small scale solar facilities (Case No. W16-001), as presented in the staff report, with the addition of a new Section 12-1900, to read as shown in Appendix A.

The following terms shall be added to Chapter 19 (Definitions) of the Land Development Code:

ENERGY FACILITY OR FACILITIES. Includes Oil and Gas and Solar Facilities:

OIL and GAS FACILITY or FACILITIES. Includes oil and gas wellsites, flowlines, tank batteries, compressor stations, pits/ponds, below-grade tanks, dehydration units, vapor recovery units (VRUs), and associated roads. Pipelines and gathering systems, other than flowlines, as well as salt water disposal wells and injection wells are excluded. Locations

with more than one of the above mentioned types of equipment will be considered to be one facility.

SOLAR FACILITY OR FACILITIES. Is a facility or facilities that use solar energy to generate electricity through the use of solar panels, racking structures, inverters, transformers, overhead or underground wiring, and associated roads intended to generate power for a utility. A solar facility or facilities does not include any facility or facilities that exceed two megawatts (2 MW) in power generation or twenty (20) acres in size.

BE IT FURTHER RESOLVED by the Board of County Commissioners of Arapahoe County, Colorado that the above action shall be effective immediately and shall be included in the next printing of the Land Development Code.

The vote was:

Commissioner Bockenfeld, XXX; Commissioner XXX, Yes; Commissioner XXX, Yes; Commissioner Jackson, XXX; Commissioner Sharpe, XXX.

The Chair declared the motion carried and so ordered.

DRAFT MOTIONS

A. Motion for Approval as Submitted:

In the case of W16-001 – Land Development Code Amendment, Chapter 12 Specific Regulations, modification of Section 12-1900, Oil and Gas Facilities, to rename the Section to Energy Facilities and to incorporate new regulations for small-scale solar facilities, the Board of County Commissioners has read the proposed code amendment and the Board Summary Report and has considered additional information presented during the public hearing. We find ourselves in agreement with Staff findings one (1) through four (4) set forth in the Board Summary Report dated October 26, 2016, and with the Code amendment to establish an administrative Use by Special Review Process as proposed, and hereby **approve the amendment to 12-1900**, with the following two (2) conditions of approval:

1. Minor modifications to the text identified as necessary are required prior to incorporation of this Amendment into the existing Land Development Code. Staff, in conjunction with the County Attorney's Office, is hereby authorized to make necessary modifications to the text and may relocate definitions to Chapter 19.
2. Modifications to Section 12-1900 of the Land Development Code will be effective and integrated into the existing Code upon approval by the Board of County Commissioners.

B. Motion for Approval with Changes:

In the case of W16-001 – Land Development Code Amendment, Chapter 12 Specific Regulations, modification of Section 12-1900, Oil and Gas Facilities, to rename the Section to Energy Facilities and to incorporate new regulations for small-scale solar facilities, the Board of County Commissioners has read the proposed code amendment and the Board Summary Report and has considered additional information presented during the public hearing. We find ourselves in agreement with Staff findings one (1) through four (4) set forth in the Board Summary Report dated October 26, 2016, and with the Code amendment to establish an administrative Use by Special Review Process as proposed, with modifications, and hereby **approve the amendment to 12-1900 with the following changes** and with the following two (2) conditions of approval:

Changes to the proposed text:

1. *Changes to the text should be read as part of the motion to approve. The Board of County Commissioners may note the nature of the change to be made and direct staff to finalize text prior to integration of the new section into the Land Development Code.*
2. *….*

Conditions of Approval:

1. Minor modifications to the text identified as necessary are required prior to incorporation of this Amendment into the existing Land Development Code. Staff, in conjunction with the County Attorney's Office, is hereby authorized to make necessary modifications to the text.

2. Modifications to Section 12-1900 of the Land Development Code will be effective and integrated into the existing Code upon approval by the Board of County Commissioners.

C. Motion for Denial:

In the case of W16-001 – Land Development Code Amendment, Chapter 12 Specific Regulations, modification of Section 12-1900, Oil and Gas Facilities, to rename the Section to Energy Facilities and to incorporate new regulations for small-scale solar facilities, the Board of County Commissioners has read the proposed code amendment and the Board Summary Report and has considered additional information presented during the public hearing. We do not find ourselves in agreement with Staff findings set forth in the Staff report dated October 26, 2016, and therefore **deny** the application **based on the following findings:**

1. *State new or amended findings to support a motion for denial as part of the motion.*

D. Motion to Continue:

In the case of W16-001 – Land Development Code Amendment, Chapter 12 Specific Regulations, modification of Section 12-1900 Oil and Gas Facilities to Energy Facilities, I move to **continue** the [public hearing for] [action on] this item to [Date, 2016], date certain, 9:30 a.m., at this same location, [to obtain additional information] [to further consider information presented during the public hearing].

SECTION 12-1900 ENERGY FACILITIES

12-1901 INTENT and APPLICABILITY

A. The intent of this Section 12-1900 is to describe the Use by Special Review process and approval criteria for Energy Facilities. Notwithstanding any other language in the Land Development Code to the contrary, an Energy Facility or related site preparation or development, including any such Facility that requires a Colorado Oil and Gas Conservation Commission ("COGCC") permit, may not commence without first obtaining Use by Special Review approval, regardless of the zone district or category in which the operation will be located. Energy Facilities are specifically allowed in all zone districts, including Planned Unit Developments, subject to Use by Special Review approval and subject to obtaining other required permits and approvals, unless and to the extent otherwise stated in these regulations.

B. The administrative Use by Special Review and the Memorandum of Understanding process available as provided under this Section of the Land Development Code shall apply only to an Oil and Gas Facility or Facilities as defined in Chapter 19 of this Land Development Code and to Solar Facility or Facilities as defined in Chapter 19 of this land Development Code.

C. Nothing in this Section of the Land Development Code is intended to waive or modify any applicable provision of the Arapahoe County Regulations Governing Areas and Activities of State Interest (1041 Regulations).

12-1902 RELATIONSHIP TO SECTION 13-900

This Section provides an Administrative Use by Special Review approval process for Energy Facilities where an applicant has executed an acceptable Memorandum of Understanding ("MOU") with the County and meets other administrative approval criteria, as set forth in further detail below. An Administrative USR is not available for any Solar Facility or Facilities that exceed two megawatts (2 MW) in power generation or twenty (20) acres in size. In the event that an applicant has executed an MOU and obtains approval for an Administrative Use by Special Review for a particular Energy Facility, compliance with the procedures and criteria in Section 13-900 (Use by Special Review) is not required. In other situations, in order to obtain Use by Special Review approval, the applicant must comply with the provisions of Section 13-900 (Use by Special Review), except to the extent modified in 12-1912 of this Section or waived by the Public Works and Development Department ("PWD") Director or the Board of County Commissioners ("Board") in accordance with the authority provided in this Land Development Code.

12-1903 ADMINSTRATIVE APPROVAL CRITERIA

In order to obtain Administrative Use by Special Review approval, an Energy Facility shall first satisfy the following criteria, except to the extent waived by the PWD Director or by the Board:

12-1903.01 Memorandum of Understanding

An MOU acceptable to the County must have been executed by the applicant and the County and currently be in full force and effect, and the Energy Facility as proposed must be in compliance with the provisions of the MOU.

12-1903.02 Satisfy Submittal Requirements

The application and exhibits for the Administrative Use by Special Review must satisfy all applicable submittal requirements in this Section.

12-1903.03 Environmental/Public Health and Safety Impacts

The Energy Facility as proposed for approval shall not involve any site specific conditions that present significant and material impacts to public health, safety or welfare, or the environment, that cannot be adequately mitigated through conditions agreed to by the applicant in the MOU or by conditions imposed upon the Administrative Use by Special Review approval.

12-1903.04 Emergency Service Providers

The Energy Facility applicant must provide a commitment to serve ("will serve") letter from the authority having jurisdiction for providing emergency services (fire protection and emergency medical services) for that facility, or, where no authority has jurisdiction, from an emergency services provider with the ability to provide such emergency services.

12-1904 ADMINISTRATIVE PROCESS

12-1904.01 Pre-Submittal Meeting

Prior to submitting an application for an Administrative Use by Special Review for an Energy Facility, the applicant is required to attend a pre-submittal meeting with representatives of the PWD, unless waived. At the pre-submittal meeting the applicant will receive direction from County staff that will assist in preparing a complete application for submittal to the County. The applicant will need to obtain a list of applicable referral entities that will be sent a referral packet.

12-1904.02 Review for Completeness

Upon receipt of an Energy Use by Special Review application and fee, referral packets and associated application materials, the Planning Division staff of the PWD shall review the materials submitted to determine if the application is complete and consistent with the standards set forth in this Section.

12-1904.03 Concurrent Referral and Review

County staff will refer the complete application for a fourteen (14) working day review by the various divisions of the PWD and the County Attorney's Office, as deemed appropriate. An application may require review by outside agencies such as the U. S. Army Corps of Engineers, if the project impacts a floodplain, and may also be referred to any life-safety providers, adjacent jurisdictions, local public health department, and others as may be deemed appropriate.

12-1904.04 Address Deficiencies

The applicant will be notified of any outstanding issues in connection with application materials upon completion of this review and will be required to address any issues or deficiencies in connection with the application materials. If necessary, a meeting will be held to discuss any issues that need to be resolved. If necessary, the applicant will then submit an amended application, plan or other submittals, as appropriate, to the County for verification that deficiencies have been addressed by the

applicant. If the above described outstanding issues cannot be resolved, the PWD Director may refer the case to the Board for its consideration.

12-1904.05 Final Review
Upon acceptance of the final copy of the application and exhibits by the PWD, the application materials will be forwarded for final review by the PWD Director.

12-1905 ADMINISTRATIVE SUBMITTAL REQUIREMENTS

A Submittal Requirements Matrix is available from the Planning Division outlining the complete list of submittal items and the proper number of documents. Other submittal requirements may be required based on Planning Division review. The following items are required as part of an Energy Facility application submittal:

12-1905.01 Pre-Submittal Notes or Waiver
Notes from the pre-submittal meeting pertaining to the application, or signed waiver of pre-submittal meeting form.

12-1905.02 Application Form
A completed Energy Facility application form. Application forms are available from the PWD.

12-1905.03 Application Fees
Application Fee Schedules are available from the PWD.

12-1905.04 Plan
An Energy Facility Plan drafted in accordance with 12-1906 of this Section.

12-1905.05 Engineering Documents
The following Technical Engineering documents are required by the Engineering Services Division of the PWD unless otherwise waived by the Engineering Services Division staff:

12-1905.05.01 Construction Plans
If applicable, Construction Plans for the proposed Energy Facility public improvements including road plan and profile sheets, storm drainage improvements plans and other public improvements, prepared in accordance with the latest version of the Arapahoe County Infrastructure Design and Construction Standards and Stormwater Management Manual.

12-1905.05.02 Pavement Design Report
If applicable, a Pavement Design Report prepared in accordance with the latest version of the Arapahoe County Infrastructure Design and Construction Standards.

12-1905.05.03 Grading Erosion and Sediment Control
If applicable, a Grading, Erosion, Sediment Control Report and Plan as defined in the latest version of the Arapahoe County Grading, Erosion, and Sediment Control ("GESC") Manual.

12-1905.05.04 Truck Traffic Report
A Truck Traffic Report prepared in accordance with the latest version of the Arapahoe County Infrastructure Design and Construction Standards for Traffic Impact Studies. Such report shall also identify the source and location of any water to be used by the Energy Facility.

12-1905.05.05 Drainage Study/Technical Drainage Letter/Plan
If applicable, a Drainage Study/Technical Drainage Letter/Plan prepared in accordance with the latest version of the Arapahoe County Stormwater Management Manual.

12-1905.05.06 Floodplain Modification Study
A Floodplain Modification Study prepared in accordance with the latest version of the Arapahoe County Stormwater Management Manual, if the proposed Energy Facility construction disturbance, operation or access encroaches into a 100-year floodplain or major drainageway as defined by the latest version of the Arapahoe County Stormwater Management Manual

12-1905.06 Surface Owner Documentation
Documentation, if any, as to whether the surface owner has authorized the proposed Energy Facility. Applicants for a Solar Facility or Facilities where the owner of the proposed facility or facilities is not the owner of the underlying real estate shall provide a copy of the lease or other legal documentation from the owner authorizing the Facility or Facilities on the property.

12-1905.07 Additional Information
Additional information may be requested by the PWD Department as deemed appropriate to process the application and the PWD Director may also waive the submittal of any information required above as deemed appropriate.

12-1906 ENERGY OPERATIONS PLAN

12-1906.01 Plan Format
All plans will be 11” x 17” (for areas less than one acre) or 24” x 36” (for areas greater than one acre) format. No plans shall contain copyright restrictions or public use restrictions.

12-1906.02 Cover Sheet
The cover sheet shall have a title block with the reference to an Administrative Use by Special Review, project name, and location by section, township and range. The cover sheet shall also include a legal description of the area, date of the drawing, existing zoning of the site, a sheet key, a vicinity map with north arrow (scale of 1” = 2,000' preferred) with an emphasis on the major roadway network within two (2) miles of the proposal, and all applicable County notes, an approval signature block and a block to insert the State of Colorado permit number when approved and when applicable. Upon approval, the first sheet will be signed by the PWD Director.

12-1906.03 Impact Area Map
The second sheet shall contain an Impact Area Map that shows the proposed location of the Energy Facility, locations of all existing energy facilities or equipment within the one-mile impact area, locations of all water wells within ½ mile of the proposed Energy Facility, and all existing and proposed roads within the one-mile impact area. For purposes of this paragraph, energy facilities or equipment shall include, but not be limited to, other oil and gas facilities, other solar facilities, power transmission lines, electric substations, natural gas transmission lines, and other similar such energy facility equipment or energy production sites.

12-1906.04a Operation Plan for Oil & Gas Facilities
The third sheet shall provide a site plan of drilling) operations and drilling equipment with existing and proposed finished-grade topography at two-foot (2') contours or less tied to a datum acceptable to the County. The applicant shall verify current information regarding what datum is acceptable to the County, prior to submitting the application for the Administrative Use by Special Review. The layout

of the equipment may be shown as a typical plan, if the County deems it appropriate for the extent of development of the proposed Oil and Gas Facility.

12-1906.04b Operation Plan for Solar Facilities
The third sheet shall provide a site plan of operations and equipment with existing and proposed finished-grade topography at two-foot (2') contours or less tied to a datum acceptable to the County. The applicant shall verify current information regarding what datum is acceptable to the County, prior to submitting the application for the Administrative Use by Special Review. The layout of the equipment may be shown as a typical plan, if the County deems it appropriate for the extent of development of the proposed Solar Facility.

12-1906.05a Production Plan for Oil & Gas Facilities
The fourth sheet shall provide a site plan of production operations with production equipment (stays in) with existing and proposed finished-grade topography at two-foot (2') contours or less tied to a datum acceptable to the County. A seed mix shall be provided for reseeding the project area Equipment layout may be a typical plan appropriate to the degree of development for the Energy Facility submitted for approval.

12-1906.05b Production Plan for Solar Facilities
A production plan for Solar Facilities is not applicable; however, a seed mix shall be provided on the Operation Plan for reseeding the project area upon decommissioning the facility.

12-1906.06 Signage Plan/Sign Detail
A dimensioned Signage Plan or Sign Detail shall be included on one of the sheets describing and illustrating the appearance, size, location, type, color, material, and illumination of all signs. Directional signs for emergency responders and inspectors shall be included, along with a 24-hour, 7-days per week contact information to deal with all noise, traffic, or other complaints.

12-1906.07 Approved Plan
Once the review process is complete and staff has determined that all outstanding issues have been resolved, staff will request a final copy of the Energy Operations Plan for the Oil and Gas Facility or Solar Facility, as applicable. The final copy of the Approved Energy Operations Plan shall be on paper (as opposed to Mylar). The drawing shall contain the information listed above unless otherwise specified by the County staff.

12-1907 NOTICE OF APPLICATION REQUIREMENTS

The applicant shall provide written notification by U.S. Mail to owners of parcels adjacent to the parcel on which the Energy Facility is proposed that an application for an Administrative Use by Special Review for an Energy Facility has been filed with the County. The Notice of Application shall meet the format prescribed by the County and shall be mailed at or no more than 30 days before the time of filing the application with the County. The property owner of record, as identified in the County Assessor's property records, shall provide the basis for notifications.

12-1908 APPROVAL/DENIAL OF ADMINISTRATIVE USE BY SPECIAL REVIEW

12-1908.01 Action to Approve, Conditionally Approve or Deny

Unless there are any issues that have not been resolved by the applicant, the County will exercise its best efforts to process the Administrative Use by Special Review for an Energy Facility within thirty (30) working days from the date of complete submittal by the applicant, or at such time as proof of any applicable State of Colorado permit approval is provided, whichever is later. The Administrative Use by Special Review can be administratively approved, approved with conditions or denied. Written notice of the decision shall promptly be provided to the applicant, and, if denied, the notice shall include a statement of the reason(s) for denial. The thirty (30) working day timeframe counts only as the County's processing time and does not include the applicant's response time.

12-1908.02 PWD Director's Discretion to Refer to the Board
In lieu of the PWD Director making a decision on an application, the Director has the discretion to refer any application for Administrative Use by Special Review or amendment thereto to the Board for its consideration and decision at a public hearing. In such event, the Board shall make its determination based upon the requirements of this Section; however, unless waived by the Board, compliance with the notice requirements set forth in Sections 13-905.02 A. and 13-905.03 B. is required prior to the Board hearing. At such public hearing, the Board may approve, approve with conditions, or deny the application.

12-1908.03 Expiration of Approval
An approval of the Administrative Use by Special Review for Energy Facilities shall only be valid for five (5) years unless the Energy Facility is substantially commenced prior to the expiration of such timeframe.

12-1908.04 Permits Required Prior to Commencement of Operations
If applicable, an Access Permit, GESC Permit, and Oversize/Overweight Vehicle Permit shall be required prior to the development of an Energy Facility. A Floodplain Development Permit shall be required prior to any work within a floodplain. A Building Permit may be required prior to construction of certain structures within the Energy Facility.

12-1909 APPEAL OF DECISION ON APPLICATION FOR ADMINSTRATIVE USE BY SPECIAL REVIEW

An applicant may appeal the PWD Director's denial of an application for an Administrative Use by Special Review for an Energy Facility, or any conditions of approval, to the Board of County Commissioners for a *de novo* hearing. The applicant must file the appeal within fourteen (14) calendar days of the date of the Director's decision by submitting a letter of appeal to the Planning Division Manager. Thereafter, the matter will be scheduled on the next available agenda of the Board. At such hearing, the Board may affirm, reverse or modify the decision of the PWD Director, based upon the criteria set forth in Section 12-1903.

12-1910 MOU PROVISIONS AS CONDITIONS OF APPROVAL

An approval of an Administrative Use by Special Review for an Energy Facility shall automatically include as conditions of approval all provisions of the MOU executed by the applicant, except to the extent waived by the PWD Director or the Board.

12-1911 ADMINISTRATIVE AMENDMENT

If the applicant or operator proposes changes from the plans approved through the Administrative Use by Special Review, including and not limited to any changes in the source or location of water to be used by

the Energy Facility, the applicant or operator is required to submit an amendment to the application showing the changes, unless such requirement has been waived by the PWD Director. The proposed amendment will be reviewed by PWD staff and, if applicable, PWD Staff may require additional information. The amended application will need to meet all requirements of this Section and be approved in writing by the PWD Director, or the Board (if the Board approved the original application), prior to implementation.

12-1912 NON-ADMINISTRATIVE APPROVAL PROCESS

Use by Special Review approval for an Energy Facility may also be requested through the process described in Section 13-900 of this Code, subject to the following modifications:

12-1912.01 Plan Format
The site plan shall comply with the requirements of Section 12-1904 above in lieu of the provisions of Section 13-904. In addition, the final document shall be submitted in paper form instead of Mylar, notwithstanding the language of Section 13-905.06.

12-1912.02 Other
The applicant shall not be required to submit a letter from a water and sanitation district, notwithstanding the language of Section 13-903.07, and shall not be required to comply with Section 13-903.08.

12-1912.03 Expiration of Approval An approval of a Use by Special Review shall only be valid for five (5) years unless the Energy Facility is substantially commenced prior to the expiration of such timeframe.

12-1913 STATE AND COUNTY APPROVALS REQUIRED

Development of the Energy Facility shall not commence until and unless any required permits from the state, and a Use by Special Review (administrative or non-administrative) from the County, have both been approved.

MEMORANDUM OF UNDERSTANDING

For Solar Energy Facilities

This Memorandum of Understanding ("MOU") is made and entered into this _____ day of _____, 2016, by and between Arapahoe County, a Colorado County ("County") with an address of 5334 S. Prince St., Littleton, Colorado 80120 and ("Operator"), with an address of . The Operator and the County may be referred to individually as a "Party" or collectively as the "Parties."

BACKGROUND

A. Operator is the owner and/or developer of Solar Energy Facilities ("Facilities") within unincorporated parts of the County, and, as of the time of the execution of this MOU, has the right and intent to further develop its community solar projects within unincorporated portions of the County.

B. The intent of this MOU is to provide the conditions under which Operator will develop and operate future community solar projects or newly expanded Facilities in the unincorporated portions of the County, in order to foster the efficient and economic production of renewable energy resources, to protect human health, safety and welfare and to protect the environment and wildlife resources, while at the same time providing for a predictable and expeditious administrative process for obtaining County land use approvals and permits for Solar Energy Facilities. The terms Solar Energy "Facility" or "Facilities" are defined here as including solar panels, racking structures, inverters, transformers, overhead or underground wiring, and associated roads for electrical energy production of up to two (2) megawatts (MW). The construction of any new transmission lines or the relocation of existing lines required for connection to the Facility is not authorized by this MOU or the administrative USR process, and will be subject to review under County 1041 and/or other applicable laws and regulations.

NOW, THEREFORE, the Parties agree as follows:

1. Intent to Supplement County Rules and Regulations. The Parties recognize that pursuant to the Arapahoe County Land Development Code Section 13-900 as well as criteria set forth in the 1041 Regulations ("Code") the County regulates the development of Solar Energy Facilities. The provisions of this MOU are intended to supplement and add to the County's rules and regulations. To the extent that any of the provisions of this MOU are in conflict with the Code rules and regulations, the stricter standards shall govern.

2. Land Rights, Permits and Approvals. Prior to any commencement of construction, Operator will obtain all necessary property rights and obtain utility award and interconnection agreement, in addition to any Arapahoe County Planning Division and/or Engineering Division approvals.

3. Regular Meetings to Monitor and Discuss MOU Issues. The County and Operator agree to meet as necessary, or at least once a year, to monitor and discuss any pertinent issues associated with Solar Energy Facilities within the County.

4. Water Quality. Operator will consider all relevant Federal and State water quality plans in Facility design and operation.

5. Weed Control and Management. Operator will be responsible for noxious weed control on any Facility, or disturbed area, from the construction phase to the decommissioning of the Facility. Operator will observe and enforce all applicable County noxious weed control ordinances throughout the operational cycle of the Facility.

6. Noise. The operator will follow all applicable State laws, County noise ordinances or resolutions during construction and operation of the Facility.

7. Emergency Response Plan. Operator will provide the County with an Emergency Response Plan (ERP) to address all potential emergencies that may be associated with a solar Facility. Operator shall also provide a copy of such plan to all emergency service providers that would respond to such emergencies. A "will-serve" letter must be obtained from the appropriate emergency provider(s).

8. Engineering Services Division Requirements. All Engineering Services Division requirements must be fully met. This MOU does not eliminate any Engineering Services requirements including but not limited to all of the following, as applicable:

a. Drainage – Arapahoe County Stormwater Management Manual (SWMM)
b. Stormwater Detention – SWMM Chapter 13
c. Stormwater Quality – SWMM Chapter 14
d. Floodplain – SWMM Chapter 5
e. Public Roads – Arapahoe County Infrastructure Design & Construction Standards (IDCS) Chapter 4
f. Private Roads – IDCS Section 4.11
g. Grading, Erosion and Sediment Control (GESC) – Arapahoe County Grading, Erosion and Sediment Control Manual
h. Traffic Impact Study (TIS) IDCS Appendix B
i. Right of Way Access – IDCS Chapter 11
j. Rural Roadways – Arapahoe County Rural Engineering Standards
k. Pavement Design – IDCS Chapter 5

9. Height. Solar equipment required for the project will not exceed twelve (12) feet above surface grade. This does not include electrical interconnection equipment and pole lines that may be required by the public utility to interconnect to the electrical grid.

10. **Screening and Buffering.** The Operator must choose one of the following four screening or buffering options when the facility abuts a residentially zoned district, residential property, rural residential zoned property or County arterial roadway or collector.

1. Setback from the property line to the edge of the solar modules. The minimum distance of the any required setback from the property line shall be determined on a case by case

basis as appropriate and shall approved by the Director of Public Works and Development.

2. Screen fence such as cedar fence, chain link fence with interwoven slats, or other fence solution approved by the Director of Public Works and Development that will screen visual impact of solar equipment.
3. A landscape buffer to mitigate visual impact of solar equipment.
4. A raised berm, with xeriscape features, that is a minimum of fifty (50) percent of the height of solar equipment.

If the facility is located in a rural area that does not abut a residential zoned district, arterial roadway or collector, or any other land use that may be impacted, screening will not be required.

11. Biological Resources. The operator shall avoid any Federal and/or State Threatened and Endangered Species habitat, as well as State Species of Concern that exist in areas where the Facility 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 Facility will be constructed, then the operator will collaborate with Colorado Parks and Wildlife (CPW) to mitigate and minimize any potential impact to these species. Arrangements with CPW will be completed prior to application with the County.

12. Wetlands, Army Corps of Engineers and 404 Requirements. The operator will adhere to all permits and obligations required by the Army Corps of Engineers for wetlands and Waters of the United States if applicable.

13. Historical and Cultural Resources. The operator will avoid any areas identified as being 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.

14. Lighting. All permanent lighting of shall be directed downward and internally.

15. Fencing. Standard fencing around the Facility will be a maximum of eight (8) foot, meet the safety requirements of the National Electric Code, and will comply with Arapahoe County Fence Regulations.

16. Decommissioning. Once the Facility is no longer operational, the operator will remove all ground equipment and foundations, at the operator's expense, and leave the site in a similar condition that it was prior to the installation of the Facility. Removal will be complete within one year of ceasing operations. Reestablishment of all disturbed areas, including the construction access, shall maintain the historic drainage patterns and ground cover. The County will determine if decommissioning, including revegetation, has been completed sufficiently.

17. County Inspections. Operator agrees to allow County access to all Facilities for inspection, provided County personnel are equipped with all appropriate personal protection equipment (PPE), the personnel comply with the Operator's other and customary safety rules, and, except to the extent allowed by law, the County is responsible for all costs and expenses of such inspections. The County shall use its best efforts to provide advance notice to the Operator prior

to an inspection; however, the County reserves the right in its discretion to make spot inspections or to inspect without notice in the event of an issue potentially involving an immediate risk to public safety, health or welfare or damage to the property of another.

18. County Land Use Approvals. The Operator understands and agrees that prior to the development or operation of any solar Facility in unincorporated portions of the County, that Operator must first obtain approval from the County pursuant to any validly adopted provisions in the Land Development Code. As part of the process and approval, Operator will request a pre-application meeting with the County and notify neighboring property owners within one-quarter (1/4) mile of the boundary of the parcel on which the Facility is located by letter, before or within five (5) days of having submitted a land use application with Arapahoe County. The Operator agrees and consents that the provisions of this MOU are to be included among any conditions for the issuance of any land use approval or permit issued by the County under its Land Use Development Code (LDC), unless, and to the extent, waived or modified in writing by the Director of the Arapahoe County Public Works and Development Department, or waived or modified on the record at a public hearing before the Arapahoe County Board of County Commissioners; further, the Operator understands and agrees that the provisions of this MOU shall remain conditions of such land use approval or permit regardless of the subsequent sale or other transfer of any solar Facilities, or interest therein, by the Operator.

19. Applicability. This MOU shall only apply to Solar Energy Facilities under two (2) megawatts (MW) alternating current. This MOU shall not be construed to apply to solar Facilities for which another operator applies for a permit even though the Operator may have an interest but is not the Operator. Additional Facilities may be exempted from some or all of the terms of this MOU, but only if approved in writing by the Director of the Arapahoe County Public Works and Development Department or approved on the record at a public hearing before the Arapahoe County Board of County Commissioners.

20. Compliance with Applicable Federal, State, and Local Laws and Regulations. The Operator shall operate the Facility in compliance with all applicable federal, state, and local laws and regulations.

21. Term. This MOU is effective upon the execution by both Parties and shall remain in effect so long as Operator, its subsidiaries, successors or assigns, are engaged in the development or operation of solar Facilities within the unincorporated portions of the County; provided, however, this MOU may be terminated by either Party with thirty (30) days prior written notice to the other Party. If there is a new development in state law, rules or judicial decisions that substantially affect any provision of this MOU, the Parties agree to negotiate in an attempt to update this MOU in light of same by a written amendment executed by both Parties. In the event this MOU expires or is otherwise terminated, the substantive requirements stated in this MOU shall survive and remain enforceable against the owner or operator of any solar Facilities that were permitted or otherwise approved during the term of this MOU, except to the extent waived or modified pursuant to the provisions of this MOU.

22. Obligation of Funds. Nothing in this MOU shall commit either Party to obligate or transfer any funds to the other.

23. Force Majeure. Neither Party will be liable for any delay or failure in performing under this MOU in the event and to the extent that the delay or failure arises out of causes beyond a Party's reasonable control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, or any law, decree, regulation or order of any government or governmental body (including any court or tribunal).

24. Authority to Execute MOU. Each Party represents that it has the full right and authority to enter into this MOU.

25. Governing Law. This MOU shall be governed and construed in accordance with the laws of the State of Colorado and the Arapahoe County Land Development Code without reference to its conflict of law provisions.

26. Entire Agreement. Except as expressly set forth herein, this MOU embodies the complete agreement between the Parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements, or representations by or between the Parties, written or oral, which may have related to the subject matter hereof. No amendment to this MOU shall be effective unless in writing, signed by the Parties.

27. Third Party Beneficiaries. Except as specifically stated herein, this MOU is not intended to, and does not, create any right, benefit, responsibility or obligation that may be enforced by any non-party.

28. Notices. All notices and other correspondence related to this MOU shall be in writing and shall be delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the designated representative of the Party as indicated below. A Party may change its designated representative for notice purposes at any time by written notice to the other Party. The initial representatives of the Parties are as follows:

County:

County:

Operator:

29. Subsidiaries/Successors. The provisions of this MOU shall apply to all subsidiaries and successors-in-interest of the Operator with respect to any solar Facilities permitted or otherwise approved during the term of this MOU.

30. **Default.** If a Party defaults in the performance of an obligation under this MOU, the defaulting Party shall have ten (10) days to cure the default after receipt of written notice of such default from the non-defaulting Party, provided the defaulting Party shall be entitled to a longer cure period if the default cannot reasonably be cured within thirty (30) days and the defaulting Party commences the cure within such ten (10) day period and diligently pursues its completion; however, in the event that the default involves an issue that could have an immediate impact on public health, safety or welfare, or cause damage to property of another, the defaulting party shall immediately begin action to cure the default. Each alleged default shall be treated separately under this paragraph and notice of an alleged default shall not affect the processing of permit applications while the notice is being evaluated, contested or corrected. In the event of a default, the Parties shall be entitled to seek specific performance as well as any other available remedies.

31. Jurisdiction: Waiver of Rights. The parties acknowledge, understand and agree that this agreement shall not be used as evidence that either party has waived any rights to assert its claims concerning the validity or extent of the County's land use jurisdiction. Nothing in this agreement shall be construed as an admission regarding the existence of proper jurisdictional authority or waiver by either party of any legal right or obligation, nor shall anything be construed as a bar to either party to seek any legal remedy available to it. The Operator agrees, however, that it will not exert jurisdictional or preemption arguments with respect to the specific performance obligations contained in this MOU.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by a duly authorized representative on the day and year indicated below.

Operator: _____
Company Name

By: _____
Signature

Date: _____, 20_____

County of_____)
) ss.
State of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____

_____, a _____.

My commission expires: _____

Witness my hand and official seal.

_____
Signature

_____
Name of Notary

_____

_____
Address of Notary

Board of County Commissioners of
Arapahoe County

By: _____
Signature

Date: _____, 20___

County of_____)
) ss.
State of_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Dave Schmit, as Director of Arapahoe County Department of Public Works and Development.

My commission expires: _____

Witness my hand and seal.

_____
Signature

_____
Name of Notary

_____
Address of Notary