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

January 3, 2017
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**
John Christofferson, Deputy 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. **CEREMONIES**

4.a. **Retirement Ceremony for Steve Byer, Building Division Manager, Public Works and Development**
Retirement Ceremony and resolution for Steve Byer, Building Division Manager, recognizing him for over twenty-three years of dedicated service

David Schmit, Director, Public Works and Development

Documents:

RESOLUTION RETIREMENT STEVE BYER 2 2016.DOCX

5. **APPROVAL OF THE MINUTES**

5.a. **BOCC Public Meeting Minutes - November 22, 2016**

Documents:

BOCC PUBLIC MEETING MINUTES 11.22.2016.PDF

6. **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.

7. **CONSENT AGENDA**

7.a. **12.5.2016 Warrant ACH Expenditure Report**

Authorization to sign the Warrant Disbursement Register

Ron Carl, County Attorney

Documents:

12.5.2016 WARRANT ACH EXPENDITURE REPORT.PDF

7.b. **12.12.2016 Warrant ACH Expenditure Report**

Authorization to sign the Warrant Disbursement Register

Ron Carl, County Attorney

Documents:

12.12.2016 WARRANT ACH EXPENDITURE REPORT.PDF

7.c. **2016-2017 Purchase Agreements between Arapahoe County and Vendors Awarded by IFB-16-51 (11 resolutions)**

Adoption of eleven (11) resolutions authorizing the Chair of the Board of County Commissioners to sign the Purchase Agreements by and between Arapahoe County and Bob Barker Company Inc., Charm-Tex, Inc., Faison Office Products Intoximeters, Inc., Neve's Uniforms, Inc., Quill Corporation Interline Brands, Inc. dba Supplyworks, Turnkey Corrections, Waxie Sanitary Supply, Western Paper Distributors, Inc., and Uniform Manufacturing, Inc. for the purpose of providing Detention Warehouse Inventory, for the period of October 31, 2016 to October 30, 2017, pursuant to the terms contained therein and subject to final approval by the County Attorney's Office

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

Documents:

DET CONTRACTS BSR 2016 2017.PDF
BOB BARKER PURCHASE AGREEMENT WH 2016 - VENDOR SIGNED.PDF
CHARM-TEX PURCHASE AGREEMENT WH 2016 - VENDOR SIGNED.PDF
FAISON PURCHASE AGREEMENT WH 2016 - VENDOR SIGNED.PDF
INTOXIMETERS PURCHASE AGREEMENT WH 2016 - VENDOR SIGNED.PDF
QUILL PURCHASE AGREEMENT WH 2016 - SIGNED BY VENDOR.PDF
SUPPLYWORKS PURCHASE AGREEMENT WH 2016 - VENDOR SIGNED.PDF
TURNKEY PURCHASE AGREEMENT WH 2016 - VENDOR SIGNED.PDF
UNIFORM MANUFACTURING PURCHASE AGREEMENT WH 2016 SIGNED BY VENDOR.PDF
WAXIE PURCHASE AGREEMENT WH 2016 - VENDOR SIGNED.PDF
WESTERN PAPER PURCHASE AGREEMENT WH 2016 - VENDOR SIGNED.PDF
NEVES PURCHASE AGREEMENT WH 2016 - VENDOR SIGNED.PDF

7.d. **Abatements (5 Resolutions)**

Adoption of 5 resolutions approving the recommendations of the hearing officer for abatement petitions originally denied by the Assessor's Office

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

Documents:

01-03-17 PAGE TWO.XLSX
01-03-2017 PAGE ONE.DOC
SAMPLE BAA RESOLUTION.DOC

7.e. **Agreement with Correctional Psychology Associates for the Arapahoe County Detention Facility**

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the Agreement for Services by and between Arapahoe County and Correctional Psychology Associates for the purpose of providing inmate mental health services at the Arapahoe County Sheriff's Office Detention Facility for the period of December 1, 2016 to November 30, 2017, pursuant to the terms contained therein

Olga Fujaros, Budget and Logistics Manager, Sheriff's Office
Vince Line, Detention Bureau Chief, Sheriff's Office
Louie Perea, Undersheriff, Sheriff's Office
David C. Walcher, Sheriff
Todd Weaver, Budget Manager, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

BSR FOR CORRECTIONAL PSYCHOLOGY ASSOCIATES.PDF
2016 CPA AGREEMENT- VENDOR SIGNED.PDF

7.f. **Authorization for Legal Representation; Rotzin v. Arapahoe County, et al.**

Adoption of a resolution authorizing legal defense and indemnification for several current employees of the Arapahoe County Sheriff's Office named in a civil lawsuit

in the United States District Court, *Estate of John Rotzin, et al., v. Arapahoe County, et al.*, Civ. No. 16-cv-02820-RPM

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

Documents:

BOARD SUMMARY MEMO 12-22-2016.DOCX
BOCC RESO.DOCX

7.g. **County Fair Select Source Purchasing Waivers (6 resolutions)**

Adoption of six (6) resolutions approving waivers of the Arapahoe County Purchasing Policies for six (6) select source agreements for services provided to Arapahoe County for the Arapahoe County Fair

Glen Poole, Operations Manager, Open Spaces
Shannon Carter, Director, Open Spaces and Intergovernmental Relations
Keith Ashby, Purchasing Manager, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

CONSENTAGENDA_BSR_COUNTY_FAIR_PURCHASING_WAIVERS.DOC

7.h. **County Veterans Services Office Report - November 2016**

Acceptance of the Veterans Services Office Report from November 2016

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

Documents:

11-2016 BSR NOVEMBER.PDF

7.i. **First Amendment to Agreement with Douglas County for use of the SOTAR Software Program**

Adoption of a resolution to authorizing the Chair of the Board of County Commissioners to sign the First Amendment to the Agreement between the Board of County Commissioners of the County of Douglas and the Arapahoe County Sheriff's Office regarding the SOTAR software program, pursuant to the terms contained therein

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

Documents:

BSR - CONSENT AGENDA - AMENDMENT 1.PDF
ARAPAHOE COUNTY SOTAR AMENDMENT 1.PDF

7.j. **Medical Marijuana License Renewal - Colorado Cannabis Services LLC d/b/a Green Cross Caregivers**

Adoption of a resolution approving the issuance of a Medical Marijuana Local License renewal pursuant to the Arapahoe County Medical Marijuana Policy for Colorado Cannabis Services LLC d/b/a Green Cross Caregivers located at 1842 South Parker Road, Suite 18, Denver, Colorado, and directing the Chair to sign the license

John Christofferson, Deputy County Attorney

Documents:

COLORADO CANNABIS BSR - 2017.DOC
COLORADO CANNABIS RESO NO. 170___ RENEWING MED MARIJUANA LICENSE.DOC
MM LOCAL LICENSE - COLORADO CANNABIS 2017.DOC

7.k. **Medical Marijuana License Renewal - Green Leaf, LLC**

Adoption of a resolution approving the issuance of a Medical Marijuana Local License renewal pursuant to the Arapahoe County Medical Marijuana Policy for Green Leaf, LLC located at 2280 South Quebec Street, Suite G, Denver, Colorado, and directing the Chair to sign the license

John Christofferson, Deputy County Attorney

Documents:

GREEN LEAF BSR - 2017.DOC
GREEN LEAF RESO NO. 160___ RENEWING MED MARIJUANA LICENSE.DOC
MM LOCAL LICENSE - GREEN LEAF LLC 2017.DOC

7.l. **Medical Marijuana License Renewal - Medical Cannabis Colorado LLC**

Adoption of a resolution approving the issuance of a Medical Marijuana Local License renewal pursuant to the Arapahoe County Medical Marijuana Policy for Medical Cannabis Colorado LLC located at 6200 East Yale Avenue, Denver, Colorado, and directing the Chair to sign the license

John Christofferson, Deputy County Attorney

Documents:

MEDICAL CANNABIS COLORADO BSR - 2017.DOC
MEDICAL CANNABIS COLORADO RESO NO. 170___ RENEWING MED MARIJUANA LICENSE.DOC
MM LOCAL LICENSE - MEDICAL CANNABIS COLORADO LLC 2017.DOC

7.m. **Select Source Procurement Waiver - Solar Power Purchase Agreement**

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign a waiver of the Arapahoe County Purchasing Policies for a select source procurement with Clean Energy Collective to purchase solar generated power as part of the Xcel Energy Solar Rewards Program

Dick Hawes, Director, Facilities and Fleet Management
Keith Ashby, Purchasing Manager, Finance
John Christofferson, Deputy County Attorney

Documents:

CONSENT COVER - SOLAR PPA SELECT SOURCE PROCUREMENT WAIVER.DOC
DRAFT RESOLUTION - SOLAR PPA PROCUREMENT _ SELECT SOURCE WAIVER.DOCX

7.n. **Settlement Agreement - Michael K. Gray, et al. v. BoCC**

Adoption of a resolution authorizing the Chair of teh Board of County Commissioners to execute a settlement agreement in the Colorado District Court case *Michael K. Gray, et al. v. The Board of County Commissioners of the County of Arapahoe County*, Case No. 15-cv-00658-PAB-KLM, subject to approval as to form of the County Attorney's Office

Dan Perkins, Assistant County Attorney
Ron Carl, County Attorney

Documents:

BOCC SUMMARY RPT 2016-12-29.DOCX
BOCC SETTLEMENT RESO-DRAFT.DOC

8. **GENERAL BUSINESS ITEMS**

8.a. ***PUBLIC MEETING - Riggs Rezone (Z16-006)**

Consideration of a request from the applicant, Curt Riggs and various family members, as owners, for Case number: Z16-006 - Riggs Rezone, (being done in conjunction with Riggs Minor Subdivision Case number: P16-020) to rezone this lot to conform with the current lot size, located east of Strasburg on County Road 2 near the turnoff of State Highway 36/40

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

Documents:

Z16-020 BOCC BSR PACKET.PDF
Z16-006 PC REPORT PACKET.PDF
RIGGS RZ EXHIBIT 10282016.PDF

8.b. ***PUBLIC HEARING - Riggs Minor Subdivision (P16-020)**

Consideration of a request from the applicant, Curt Riggs and various family members, as owners, for Case number: P16-020 - Riggs Minor Subdivision, (being done in conjunction with Case number: Z16-006 - Riggs Rezone) to create a legally platted lot in accordance with the subdivision regulations, located east of Strasburg on County Road 2 near the turnoff of State Highway 36/40

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

Documents:

P16-020 BOCC BSR SUMMARY PACKET.PDF
P16-020 PC PACKET.PDF
RIGGS SUBDIVISION EXHIBIT 10282016.PDF

8.c. ***PUBLIC HEARING - W15-002 Land Development Code Minor Amendments - Multiple Chapters**

Consideration of a request for approval of proposed minor amendments to the Land Development Code in Chapters 12 - Specific Regulations, 13 - Zoning Procedures, 14 - Subdivision Regulations, 16 - Standard Notes, 17 - Notice and Notification, and 19 - Definitions, for corrections, updates and minor adjustments in regulations of the Land Development Code

Presenter - Jan Yeckes, Planning Division Manager, Public Works & Development
David M. Schmit, Director, Public Works & Development
Todd Weaver, Budget Manager, Finance
Robert Hill, Senior Assistant County Attorney

Documents:

BSR W15-002 LAND DEVELOPMENT CODE MINOR AMENDMENTS 01 03 2017.PDF
W15-002 EXHIBIT A DRAFT AMENDMENTS.PDF

9. **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.

RETIREMENT – STEVEN R. BYER

RESOLUTION NO. 16XXXX It was moved by Commissioner _____ and duly seconded by Commissioner _____ to adopt the following Resolution:

WHEREAS, Steven Byer began his employment with Arapahoe County in July of 1993, as a Building Inspector of Arapahoe County, and will retire on January 3, 2017, from his current position as Building Division Manager with over 23 years of dedicated service to the citizens of Arapahoe County; and

WHEREAS, Steve began work with the County as a Building Inspector in the Building Division and then attained a position as a Plans Examiner in the Building Division in December 1995, and was then promoted to the position of Building Division Manager in April 2000; and

WHEREAS, Steve has provided exemplary service to the citizens of Arapahoe County with his promptness, technical knowledge, focus on the issues at hand, understanding of community resources, and extensive knowledge of the Building Codes; and

WHEREAS, Steve has demonstrated commitment to working with people through difficult code compliant situations to achieve the best possible outcome for all parties in a respectful way, often earning words of praise and respect from all parties; and

WHEREAS, Steve's hard work and dedication over the years have helped rebuild and maintain the integrity and respect of the Building Division; and

WHEREAS, Steve, as Building Division Manager for the last 16 years, has addressed a wide array of ever-changing, and often controversial code changes, such as working to help develop procedures for dealing with marijuana grow operations, building violations, oil and gas permit requests, yearly inspection process for all elevators in Unincorporated Arapahoe County, and which codes are going to work for the betterment of not only the client but for Arapahoe County as well; and

WHEREAS, Steve's work was regularly in cooperation with departments and agencies that included the County Attorney's Office, Human Services Department, Assessor's Office, Communication Services Department, numerous Fire Departments in Arapahoe County, Denver Regional Council of Government (DRCOG), International Code Council, Colorado Chapter of the International Code Council, Colorado Code Consultants, National Electrical Council, E-470 Authority, Cherry Creek Basin Authority, and the TriCounty Health Department; and

"WHEREAS, Steve served as President to the Colorado Chapter of International Code Council and provides continuous support to the yearly Educational Institute that provides classes to hundreds of attendees in the code profession, the professional staff to the Board of Review, as well as cooperating with the Zoning, Engineering Services, Animal Control and other programs of Public Works and Development; and"

WHEREAS, Steve has earned the utmost respect, admiration, appreciation and true affection of his many professional colleagues and friends within the Arapahoe County organization and community and will be fondly remembered and often missed; and

WHEREAS, Steve will now be able to do more things in life that are the most important to him like spending time with family and friends; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to recognize the contributions that Steven R. Byer has made as a valued employee and hereby declares that his future shall prosper, as Arapahoe County has prospered under his dedication and service.

The vote was: Commissioner Bockenfeld, ___; Commissioner Doty, ___; Commissioner Holen, ___; Commissioner Jackson, ___; Commissioner Sharpe, ___. The Chair declared the motion carried and so ordered.

MINUTES OF THE ARAPAHOE COUNTY
BOARD OF COUNTY COMMISSIONERS
TUESDAY, NOVEMBER 22, 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**	**Absent and Excused**
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**
John Christofferson	**Deputy 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 Holen and duly seconded by Commissioner Sharpe to adopt the Agenda as presented.

The motion passed 4-0, Commissioner Doty absent and excused.

APPROVAL OF THE MINUTES
The motion to approve the minutes from the November 1, 2016 Public Meeting was made by Commissioner Sharpe and duly seconded by Commissioner Holen.

The motion passed 4-0, Commissioner Doty absent and excused.

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.

CEREMONIES
There were no ceremonies on this date.

CITIZEN COMMENT PERIOD
JM Fay submitted a statement to the Board, a copy of which has been retained for the record.

CONSENT AGENDA

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

The motion passed 4-0, Commissioner Doty absent and excused.

GENERAL BUSINESS ITEMS

Item 1 – Resolution No. 160669 - Arapahoe County Rural Transportation Impact Fee Study, Adoption of a Rural Transportation Impact Fee

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

Bryan Weimer, Transportation Division Manager, presented a PowerPoint presentation, a copy of which has been retained for the file.

Dwayne Guthrie, TischlerBise, explained the breakdown of the fees and how new growth would pay for road improvements.

Mr. Weimer discussed the comments that were submitted during the public comment period at the Planning Commission stage.

There was discussion regarding when Quincy would be improved.

The public hearing was opened.

JM Fay explained why she felt that development should pay for itself. No one else provided public comments.

The public hearing was closed.

Commissioner Bockenfeld explained why he supports this fee and why he would make a motion for approval.

The motion was made by Commissioner Bockenfeld, that he has read the 2016 Tischler Bise consultant report and the Public Works and Development Department Board Summary Report with the staff recommendations for adopting the Rural Transportation Impact Fee and has considered such recommendations, as well as the public comment heard today, and

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agrees with the staff recommendations and now hereby move that the Rural Transportation Impact Fee as set forth in the consultant report and the Board Summary Report be adopted for the eastern territory of Arapahoe County as such territory is defined in the reports and that the recommended schedule of fees for new residential and non-residential development recommended in the reports be adopted in the reduced fee amounts set forth in the Board Summary Report, with such fee amounts to be subject to periodic review at least every two years, and with the effective date for commencement of the fees to start April 1, 2017, all as presented by staff this day, duly seconded by Commissioner Sharpe.

The motion passed 4-0, Commissioner Doty absent and excused.

Item 2 – Resolution No. 160670 – W15-003, Amend Land Development Code for Farming and Ranching Events and Rodeos

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

Jason Reynolds, Planning Manager, introduced the request to amend the Land Development Code (LDC).

The public hearing was opened.

There were no public comments.

Commissioner Bockenfeld disclosed that he attended the community meeting for the purpose of fact finding in order to make a decision on the proposed modification to the LDC.

The motion was made by Commissioner Bockenfeld, duly seconded by Commissioner Holen, in the case of W15-003 – Land Development Code Amendment to amend Chapters 4 (Agricultural Zone Districts), 5 (Rural Residential Zone Districts) and 19 (Definitions) to address Farming and Ranching Events and Rodeos, the County Commissioners have read the proposed code amendment and Board Summary Report and considered additional information presented during the public hearing. We find ourselves in agreement with Findings one (1) through three (3) set forth in the Board Summary Report dated November 3, 2016, and recommend that the Board of County Commissioners approve the amendment as submitted, including retaining and modifying the definition of Rodeo, 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.
2. Modifications to Chapters 4, 5 and 19 of the Land Development Code will be effective and integrated into the existing Code upon approval by the Board of County Commissioners following a public hearing.

The motion passed 4-0, Commissioner Doty absent and excused.

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.

COMMISSIONER COMMENTS
Commissioner Holen commented on the November 22, 1963 assassination of John F. Kennedy.

There being no other business before the Board, the public meeting was adjourned by Commissioner Jackson at 10:20 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.

REPORT FOR 11/29/2016 TO 12/05/2016
FUNDS SUMMARY:

FUNDS SUMMARY:

10 General Fund	2,236,210.32
11 Social Services	401,821.50
14 Law Enforcement Authority Dist	2,266.72
15 Arapahoe / Douglas Works!	80,510.05
16 Road and Bridge	153,457.99
20 Sheriff's Commissary	4,655.54
21 Community Development	7,007.87
22 Forfeited Property	850.50
26 Grants	25,084.19
28 Open Space Sales Tax	4,648.40
29 Homeland Security - North Cent	1,897.60
33 Building Maintenance Fund	61,355.92
34 Fair Fund	63.06
41 Capital Expenditure	27,311.80
43 Arapahoe County Recreation Dis	171.07
70 Central Services	41,214.59
71 Self-Insurance Liability	10,285.00
72 Employee Flexible Benefit	1,891.50
73 Self-Insurance Workers Comp	10,424.70
74 Self-Insurance Dental	8,945.14
84 E-911 Authority	80,619.91
TOTAL	3,160,693.37

FUND REPORT - EXPENDITURE TYPE
FUND 10 EXPENDITURE REPORT

4 RIVERS EQUIPMENT LLC	Supplies	5.00
A2M4SEEN LLP	Supplies	628.67
ABELMAN LAW OFFICES	MISC.	15.00
ALLIED SECURITY HOLDINGS LLC	Services And Other	7,626.72
ALPINE CREDIT INC	MISC.	15.00
AMY BOSSERMAN	Services And Other	26.24
AN/CF ACQUISITION CORP	Services And Other	497.82
AN/CF ACQUISITION CORP	Supplies	7.28-
ANTHONY MCCURDY	Services And Other	9.83
ASI MODULEX	Services And Other	3,508.00
AT&T MOBILITY II LLC	Services And Other	111.06
BARBARA LEBLANC	Services And Other	35.40
BATTERY SYSTEMS INC	Supplies	131.31
BC SERVICES INC	MISC.	100.00
BENJAMIN SWARTZENDRUBER	Services And Other	140.05
BETH A KINSKY	Services And Other	40.00
BIG TOOL BOX	Supplies	89.92
BRANDI MARTIN-TRUSSELL	Services And Other	11.56
BRENDA SIMONS	Services And Other	1.51
BRIAN WEISS	Services And Other	300.00
CALIFORNIA STATE DISBURSEMENT UNIT	MISC.	52.15
CAMPBELL KILLIN BRITTAN & RAY LLC	MISC.	1.10
CARNATION BUILDING SERVICE INC	Services And Other	4,185.00
CAROL JEPPSEN	Services And Other	55.08
CARQUEST AUTO PARTS	Supplies	84.68
CCP INDUSTRIES	Supplies	432.90

REPORT FOR 12/06/2016 TO 12/12/2016
FUNDS SUMMARY:

FUNDS SUMMARY:

10 General Fund	2,189,483.98
11 Social Services	851,173.37
14 Law Enforcement Authority Dist	74,199.56
15 Arapahoe / Douglas Works!	144,654.10
16 Road and Bridge	363,584.11
20 Sheriff's Commissary	19,152.57
21 Community Development	16,062.95
26 Grants	441,037.34
28 Open Space Sales Tax	224,277.43
29 Homeland Security - North Cent	2,636.99
33 Building Maintenance Fund	12,923.43
41 Capital Expenditure	46,302.02
42 Infrastructure	44,681.68
43 Arapahoe County Recreation Dis	21,969.80
70 Central Services	28,660.04
71 Self-Insurance Liability	5,362.32
74 Self-Insurance Dental	66,122.06
84 E-911 Authority	31,843.91
91 Treasurer	6,840,429.01
TOTAL	11,424,556.67

FUND REPORT - EXPENDITURE TYPE
FUND 10 EXPENDITURE REPORT

1ST AVENUE CONSTRUCTION	MISC.	178.60
ABC LEGAL SERVICES INC	MISC.	15.00
ABSOLUTE ROOFING & CONSTRUCTION	MISC.	10.00
ADAMS ARAPAHOE DISTRICT 28-J	Services And Other	245.00
ALANNA ZIMMERMANN	Services And Other	28.51
ALSCO	Supplies	27.50
ANAHITA KEMP	Services And Other	17.50
ANDREW EBERLY	MISC.	450.00
ANTHONY CAMERA PHOTOGRAPHY	Services And Other	1,233.92
ARAMARK CHICAGO LOCKBOX	Services And Other	5,933.00
ARAMARK CHICAGO LOCKBOX	Supplies	51,505.56
ARAPAHOE COUNTY SHERIFFS OFFICE	Supplies	115.83
ARAPAHOE WATER AND WASTEWATER	Services And Other	14,482.97
ARMANDO GARCIA	MISC.	15.00
AT&T MOBILITY II LLC	Services And Other	253.37
BATTERY SYSTEMS INC	Supplies	50.09
BATTUMUR GONGORJAV	MISC.	15.00
BENTLEY SYSTEMS INCORPORATED	Services And Other	1,314.00
BRAD MILLEY	MISC.	15.00
BRENDA APODACA	Services And Other	33.39
BRIAN ERNSTER	Services And Other	2.70
BRIAN NOBLE	Services And Other	21.60
BRIDGESTONE RETAIL OPERATIONS LLC	Services And Other	129.98
BRUCKNER TRUCK SALES INC	Supplies	3,508.43
BRUMBAUGH & QUANDAHL PC	MISC.	10.50
C-WORX LLC	Services And Other	3,300.25
CAD 1	Services And Other	480.00
CAITLIN MOCK	Services And Other	145.36

Board Summary Report

Date: December 14, 2016

To: Board of County Commissioners

Through: David C. Walcher, Sheriff

From: Olga Fujaros, Budget & Logistics Manager

Subject: 2016-2017 Purchase Agreements between Arapahoe County and
Bob Barker Company Inc.
Charm-Tex, Inc.
Faison Office Products
Intoximeters, Inc.
Neve's Uniforms, Inc.
Quill Corporation
Interline Brands, Inc. dba Supply Works
Turnkey Corrections
Waxie Sanitary Supply
Western Paper Distributors
Uniform Manufacturing, Inc.

Request and Recommendation
Request the Board of County Commissioners to authorize the Chair of the Board of County Commissioners to sign the Purchase Agreements between Arapahoe County and the eleven companies listed above for the provision of Detention Warehouse Inventory awarded under formal bid, IFB-16-51.

Background
An IFB for Detention Warehouse Inventory was solicited in 2016 for 2016 - 2017 with the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three (3) additional years.

Links to Align Arapahoe
Optimize Use of Resources: The IFB process ensures that the Detention Center is getting the best possible price for the daily supplies it needs.

Discussion
Bob Barker Company Inc., Charm-Tex, Inc., Faison Office Products, Intoximeters, Inc., Neve's Uniforms, Inc., Quill Corporation, Interline Brands, Inc. dba Supply Works, Turnkey Corrections, Waxie Sanitary Supply, Western Paper Distributors, Inc., and Uniform Manufacturing, Inc. were awarded contracts for the provision of Detention Warehouse Inventory under categories, individual items, or a combination of both per a formal bid, IFB-16-51.

Alternatives
There is no alternative as the eleven companies mentioned above were awarded contracts per a formal bid, IFB-16-51.

Fiscal Impact
The costs of the Purchase Agreements have been included in the Sheriff's Office 2016 & 2017 General Fund Budget.

Concurrence
The Sheriff's Office Administration and Support Services Bureau are in concurrence with the decision to sign the Purchase Agreements with Bob Barker Company Inc., Charm-Tex, Inc., Faison Office Products, Intoximeters, Inc., Neve's Uniforms, Inc., Quill Corporation, Interline Brands, Inc. dba Supply Works, Turnkey Corrections, Waxie Sanitary Supply, Western Paper Distributors, Inc., and Uniform Manufacturing, Inc.

Attorney Comments

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

RESOLUTION NO. It was moved by Commissioner and duly seconded by Commissioner to authorize the Chair of the Board of County Commissioners to sign the Purchase Agreements by and between Arapahoe County and

Bob Barker Company Inc.
Charm-Tex, Inc.
Faison Office Products
Intoximeters, Inc.
Neve's Uniforms, Inc.
Quill Corporation
Interline Brands, Inc. dba Supplyworks
Turnkey Corrections
Waxie Sanitary Supply
Western Paper Distributors, Inc.
Uniform Manufacturing, Inc.

for the purpose of providing Detention Warehouse Inventory, for the period of October 31, 2016 to October 30, 2017, 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.

PURCHASE AGREEMENT

Bid Number: IFB-16-51, Detention Warehouse Inventory

THIS AGREEMENT, entered into as of the 31st day of October, 2016, by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County"), and Bob Barker Company, Inc. (hereinafter referred to as the "Seller").

WHEREAS, the County desires to engage the Seller to purchase the goods described in Section 1 of Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Description of Goods.** The Seller agrees to convey and deliver to County the goods identified in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Delivery.** The time, place and manner of delivery of the goods shall be as specified in Section 2 of Exhibit A. All time limits are of the essence in this Agreement. Each delivery of goods shall be accompanied by an itemized invoice and any documents of title. The County reserves the right to reject and return to the Seller, at Seller's expense, such portion of any goods delivered as may be defective or not in conformance with the specifications, without invalidating Seller's obligations under this Agreement. Title to the goods shall not transfer until the goods have been delivered in full conformance with the Agreement, and until the goods have been inspected and accepted by the County. Unless otherwise indicated in Exhibit A, the goods shall be delivered FOB Destination, freight prepaid.

3. **Installation.** If indicated in Section 3 of Exhibit A, Seller shall install the goods. Installation of the goods shall be performed in a good and workmanlike manner, and in conformance with any applicable specifications. Seller shall fully cooperate with the County in arranging a suitable time for installation. Seller shall be responsible for any costs of replacement or repair incurred by the County as a result of injury or damage to the County's property due to Seller's negligence in installing the goods. The Seller represents, covenants and agrees that its work will be accurate and free from any material errors.

4. **Maintenance.** If it is indicated in Section 4 of Exhibit A that Seller shall provide maintenance, Seller shall regularly maintain the goods in good working order and in compliance with the manufacturer's specifications for the time period specified. Seller shall also provide qualified repair personnel at the site within 24 hours of receipt of telephonic notification of a breakdown or failure of the goods from the County. Seller shall be compensated for maintenance as indicated in Section 5 of Exhibit A. Seller shall provide a separate invoice for all maintenance charges and the County shall have 45 days from receipt of the invoice to make payment. Unless it is indicated in Section 5 of Exhibit A that maintenance includes labor only, maintenance shall include all labor, materials and parts. If it is indicated in Section 5 of Exhibit A that maintenance includes labor only, all necessary materials and parts shall be provided by Seller at the lowest market rate and payment for such will not be authorized unless a purchase order is issued and signed by an authorized official. County may terminate Seller's obligation to provide maintenance upon 14 days' notice to Seller and County shall bear no further liability for maintenance charges. Upon termination Seller shall refund any pre-paid maintenance charges. The Seller represents, covenants and agrees that its work will be accurate and free from any material errors.

5. **Method of Payment.** The County will compensate Seller for the goods as specified in Section 5 of Exhibit A, subject to: 1) proper delivery (and installation where applicable) of the goods by Seller, 2) inspection and acceptance by the County, and 3) the availability of appropriated funds within the annual budget. Such compensation is inclusive of all relevant sales and/or use taxes, and all costs of delivery and installation (unless specifically stated otherwise in Exhibit A).

6. **Warranties.**

A. Conformance to Specifications. Seller warrants that the goods shall conform in all respects to any and all specifications, including performance specifications, set forth in Section 1 of Exhibit A or in any applicable Request for Bid/Proposal, which is incorporated herein by reference.

B. Absence of Liens. Seller warrants that the goods shall be delivered free of any security interest or other lien or encumbrance of which County has no actual knowledge at the time of execution of this Agreement.

C. Title. Seller warrants that Seller has absolute and good title to the goods purchased herein, and in the event any claim arises concerning Sellers ownership of the goods purchased herein a breach of the warranty of title shall have occurred.

D. Patents and Trademarks. Seller warrants that the goods shall be delivered free of any patent or trademark infringement claims. Seller shall indemnify the County against any and all costs and liabilities, including attorneys fees, arising from patent or trademark infringement claims on account of any goods furnished by Seller pursuant to this Agreement.

E. Condition. Seller warrants that all goods purchased under this Agreement shall, unless specifically indicated otherwise in each case, be new, unused and of good quality, and shall be free from defects in materials or workmanship. Seller shall repair or replace all defective goods at its expense, including shipping/delivery/installation costs.

F. Warranties are Cumulative/Incorporation of Warranties. It is the parties' intention that all warranties, expressed or implied, are cumulative, and that the express warranties stated herein are in addition to any implied warranties. All express warranties provided by Seller in addition to those warranties stated herein, and all implied warranties, are incorporated herein by reference and are thereby made a part of this Agreement.

7. **General Terms and Conditions.**

A. Termination of Agreement. The County shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof. Unless expressly stated otherwise in the notice, Seller shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Seller shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Seller shall be entitled to receive compensation in accordance with this Agreement for any satisfactory goods provided and services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination. Notwithstanding the above, the Seller shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Seller.

B. Audit. The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Seller which are pertinent to the Seller's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Seller shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records which are pertinent to the Seller's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

C. Equal Employment Opportunity. While performing this Agreement, the Seller shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

D. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any Exhibit, attachment or bid proposal, the language of this Agreement shall govern.

E. Compliance with Laws/Licenses and Permits. Seller shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. Seller shall be responsible for obtaining all licenses and permits necessary to convey the goods and to perform any maintenance required by the Agreement.

F. No Waiver of Rights. The County's approval or acceptance of, or payment for, the goods shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

G. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Seller written notice of such non-appropriation.

H. Conflict of Interest/Ethics. The Seller shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Seller with regard to providing services pursuant to this Agreement. The Seller shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Ethical Principles and Guidelines.

I. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Seller substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Seller. These remedial actions are as follows:

1) Suspend Seller's performance pending necessary corrective action as specified by the County without the Seller's entitlement to an increase in price/cost or a time extension; and/or

2) Withhold payment to the Seller until the necessary services or corrections in performance are satisfactorily completed; and/or

3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Seller, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, it its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Seller of its exercise of any of the foregoing remedial actions.

J. Force Majeure. Neither the Seller nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

K. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Seller. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

L. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

M. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Seller agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Seller to perform the services and accomplish the tasks described. Seller accepts the relationship of trust and confidence established between Seller and the County by this Agreement. Seller covenants with the County to use its best efforts. Seller shall further the interests of the County according to the

County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

8. **Insurance.** In part to assure the County that the Seller is always capable of fulfilling the specified indemnification obligations, the Seller must purchase and maintain insurance of the kind and in the minimum amounts specified herein.

A. The Seller agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

1) Workers' Compensation Insurance: The Seller will maintain workers' compensation insurance covering the Seller for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
  - $1,000,000 bodily injury for each accident
  - $1,000,000 each employee for disease
  - $1,000,000 disease aggregate

The requirements of this provision shall apply to the Seller and to all subcontractors.

2) Commercial General Liability: The Seller will maintain commercial general liability insurance covering all operations by or on behalf of the Seller on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury. Such insurance will have these minimum limits and coverages:

Minimum Limits:

- $1,000,000 each occurrence
- $2,000,000 general aggregate
- $2,000,000 products and completed operations aggregate, if applicable

Coverages:

- Defense in addition to the limits of liability
- Severability of Interests Provision
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Seller and to all subcontractors.

3) Automobile Liability: The Seller will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection Minimum Limits:

Minimum Limit:

- $1,000,000 Combined Single Limit Each Accident

Coverages:

- MCS 90 for vehicles carrying hazardous materials

- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Seller and to all subcontractors.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Seller.

C. The Seller shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

D. Failure on the part of the Seller to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

9. **Insurance Certificates.**

A. The Seller shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Seller has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

10. **Indemnification.** The Seller shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Seller, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Seller's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of all obligations under this Agreement, and shall survive the termination of this Agreement.

11. **Independent Contractor.** The Seller is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Seller to perform maintenance or other work under the terms of this Agreement shall be and remain at all times employees of Seller or employees of their respective employers for all purposes.

12. **Notices.** Any notices/correspondence from one party to the other relating to this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 6 of Exhibit A.

13. **Assignment.** No assignment by Seller of any rights, including rights to money due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement, shall be allowed without written permission from the County.

14. **Force Majeure.** Neither the Seller nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

15. **Extent of Agreement.** This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the County and Seller. Any amendments to this must be in writing and be signed by both the County and Seller. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(PA Form 6/24/16)

SELLER : Bob Barker Company, Inc

By: _____
(signature)

Title: Contract Specialist

Signed this 31st day of Oct, 16

State of ~~Colorado~~ NC)
County of Wake)

Subscribed and sworn to before me this 31st day of Oct, 16

by Ryan Pretko.

My commission expires 6-12-21

Talia Colón-Rosario
Notary Public

TALIA COLON-ROSARIO
NOTARY PUBLIC
HARNETT COUNTY, NC

SEAL

ATTEST: Clerk to the Board

_____

Date: _____

ARAPAHOE COUNTY

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

EXHIBIT A to Purchasing Agreement between the County and Bob Barker Company, Inc.
Bid Number: IFB-16-51.

1. **Goods.** The Seller hereby agrees to and accepts the responsibility for providing the following goods: See attached sheets titled Items Awarded.

2. **Delivery.**

☐ The goods shall be delivered on at the following location .

☐ The goods shall be delivered in installments as follows:

☒ Other: The Seller shall make deliveries within fifteen (15) calendar days after the date of the Purchase Order.

3. **Installation.**

☐ The goods shall be installed by Seller at the time of delivery.

4. **Maintenance.**

☐ Seller shall maintain the goods for the period of .

☐ Maintenance services include labor only.

Seller shall be compensated for maintenance services provided under this Agreement (in addition to the compensation listed below for the sale of the goods) as follows: .

A. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Seller certifies and agrees as follows:

1) The Seller shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

2) The Seller shall not enter into a contract with a subcontractor that fails to certify to the Seller that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3) The Seller has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification ("e-verify") program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment ("Department").

4) The Seller shall not use the e-verify or Department programs to undertake preemployment screening of job applicants while this Agreement is being performed.

5) If the Seller obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Seller shall: (a) notify the subcontractor and the County within three days that the Seller has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Seller shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6) The Seller shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

7) If the Seller violates any of the provisions of this section 4.Q. the County may immediately terminate this Agreement effective upon the receipt by Seller of written notice of termination from the County, and the Seller shall be liable for actual and consequential damages to the County.

8) Compliance with this subsection (a) is not required if the Seller is a governmental entity.

5. **Payment.** The County agrees to compensate Seller for the sale of the goods detailed in Section 1 above, Goods, as follows (choose one):

☐ Single lump sum, due within 45 days of delivery and acceptance of all goods covered by the Agreement, in the amount of: .

☐ Separate payments for each delivery of goods, due within 45 days of acceptance of each portion of the goods delivered, in the amount of/at the rate of: .

☒ Other: Payment for each delivery of goods recieved. Invoices must match the pricing indicated on the Purchase Order.

The total amount of compensation for the goods under this Agreement shall not exceed (excluding any charges for maintenance as described above) Seller agrees to meet the minimum quantities as set forth in IFB-16-51 for the products awarded and referneced on the attached spreadsheet. No guarantee is expressed or implied as to additional quantities.

6. **Addresses.** The addresses for Notices/Correspondence are as follows:

To County:

Arapahoe County Attorney
5334 S. Prince St.
Littleton, CO 80120-1136

and (send to both)

Arapahoe County Sheriff's Office
7375 S. Potomac St.
Centennial, CO 80112

To Seller:

Denine McCullers, Contract Specialist
Bob Barker Company, Inc.
134 N. Main St.
Fuquay Varina, NC 27526

7. **Incorporated Documents.** The following documents are incorporated herein by reference and made a part of this Agreement:

☒ Invitation for Bid # 16-51, Detention Warehouse Inventory

☐ Request for Proposal #

☐ Other:

In the event of any conflicts between this Agreement and any attached documents, this Agreement shall control.

8. **Special Conditions.**

☐ No special conditions

☒ Special Conditions are as follows:

OPTION TO RENEW FOR SUBSEQUENT THREE (3) YEARS (WITH PRICE ADJUSTMENTS): The prices or discounts quoted in this Solicitation shall prevail during the specified term of the contract, at which time the County shall have the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three additional years. This option is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. The County will consider two (2) adjustment periods to the pricing structure if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The manufacturer letter must be submitted with the request in order to be considered. The Vendor shall notify the County of such adjustments, twice during the contract year; 1st notification – on January 01st & 2nd notification – on July 01st. The County requests a minimum of thirty (30) calendar days to allow for review and approvals. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

LIMITED CONTRACT(S) EXTENSION TO MAINTAIN SERVICE LEVELS: It is hereby agreed and understood that these contracts may be extended for an additional thirty (30) day transitional period after the contract is scheduled for termination and after any option years have been exercised. During this transitional period, the Vendor agrees to continue the same or a reduced level of service to the County at the same prices while the new contract, also in force, is being mobilized. The Vendor shall be allowed to invoice the County for this additional period on a pro rated basis.

LIMITED CONTRACT(S) EXTENSION TO COMPLETE DELIVERIES: Any specific deliveries that commence prior to the termination date of these contracts and which will extend beyond the termination date shall, unless terminated by mutual agreement by both parties, continue until completion at the same prices, terms and conditions as set forth herein.

COMPETENCY OF VENDORS - MINIMUM THREE (3) YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Vendor's facility may be made prior to award of contract. Responses will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this Solicitation for a minimum period of three (3) years prior to the date of this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the County. The County reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the County) in making the award in the best interests of the County.

QUALIFICATIONS OF VENDOR: The County may make such investigations as deemed necessary to determine the ability of the Vendor to perform work, and the Vendor shall furnish all information and data for this purpose as the County requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Vendor fails to satisfy the County that such Vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

NUMBER OF DELIVERIES WITHIN CONTRACT PERIOD WILL BE BASED ON JUST IN TIME PURCHASING: The County recently converted its Warehouse operations to 'Just in Time' purchasing and ordering. This ordering process allows the County Warehouse to carry a lower inventory by ordering stock items from successful Vendors on a more frequent basis.

CONSIGNMENT OF CONTRACT NOT ALLOWED: Responses will only be considered from firms which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another vendor.
ELIMINATION FROM CONSIDERATION: An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the County upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the County, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

METHOD OF AWARD – BY GROUP, ITEM OR A COMBINATION: It is the intent of the County to award this Contract to the lowest responsive, responsible Vendor on a group-by-group basis, an item by item basis, or a combination of the two whichever is most advantageous to Arapahoe County. Notwithstanding, the County reserves the right to alter this method of award if such alteration results in a cost savings to the County.

PRIMARY VENDOR DESIGNATION: While the Method of Award contained within these Specifications prescribes the method for determining the lowest responsive, responsible Vendor, the County reserves the right to award this contract to the designated lowest Vendor as the Primary Vendor and to the designated second lowest Vendor(s) as the Secondary Vendor(s). If the County exercises this right, the Primary Vendor shall be given the first opportunity to perform the service or deliver the goods identified in this contract. If the Primary Vendor declines this opportunity, the County shall seek the identified goods or services from the Secondary Vendor(s).

SUB CONTRACTORS OF WORK SHALL BE IDENTIFIED: As part of its Response, the Vendor shall be required to identify any and all sub contractors that will be used in the performance of the contract resulting from this Solicitation. The Vendor shall also identify the capabilities, experience and portion of the work to be performed by the sub contractor(s). The competency of the sub contractor(s) with respect to skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County.

FEDERAL STANDARDS COMPLIANCE: All items to be purchased in conjunction with this Solicitation shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

PROTECTION OF PROPERTY: All existing structures, utilities, services, roads, trees, shrubbery, etc. located on County property shall be protected against damage or interrupted services at all times by the Vendor during the term of this contract. The Vendor shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Vendor's operation on the property to the satisfaction of the County.
DEMURRAGE CHARGES WILL NOT BE ALLOWED: The County shall not incur separate demurrage charges from Vendors who supply containers on an interim basis to the County in conjunction with this Solicitation. Any rental or demurrage charges for such containers that are normally charged by the Vendor must be reflected in the unit prices offered by the Vendor.

DELIVERY TO WAREHOUSE: The Vendor shall deliver all items requested through this solicitation to the Arapahoe County Detention Facility Warehouse which is located at 7375 South Potomac, Centennial, Colorado, 80112. Official inspection and acceptance of these items shall occur at this destination. Deliveries will be accepted from 7:00 a.m. to 5:00 p.m. Monday through Friday excluding County Holidays. Below are the 2016 Holidays that the County acknowledges and are subject to change annually:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day

- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day Observed

PACKING SLIP AND/OR DELIVERY TICKET: The Vendor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this Solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: Purchase Order number, date of order, a complete listing of items being delivered, and back order quantities and estimated delivery date of back orders if applicable and allowable. The County's Receiving representative has the authority to reject shipments that do not conform to this requirement.

DISCOUNTS OFFERED DURING TERM OF CONTRACT(S): The successful Vendor(s) may offer the County discounts below the original prices quoted in the Response during the term of the contract(s). In addition, Vendors are encouraged to offer additional discounts below the original prices quoted in the Response for large single orders. Such discounts cannot be considered in the evaluation of the Solicitation.

PRICE DECREASE DURING CONTRACT(S): If prices decrease during the term of the contract(s), the successful Vendor must notify the County of the lower prices so that all subsequent orders will reflect accurate pricing.

PRICE DISCOUNT OFF THE VENDOR'S PUBLISHED CATALOG PRICING: The Vendor shall quote a percentage discount off the Vendor's published catalog pricing (submit one copy of catalog with executed copy of this Solicitation). The resulting cost per item must also reflect all shipping and handling charges, trade discounts, and terms of payment.

PURCHASE OF OTHER ITEMS NOT LISTED ON THIS SOLICITATION BASED ON PERCENTAGE DISCOUNTS: While the County has listed all major items on the solicitation which are utilized by the County and/or departments in conjunction with their operations, there may be ancillary items that must be purchased by the County during the term of this contract. For this reason, Vendors are requested to quote a percentage discount from the Vendor's price list that will be offered to the County for items which do not appear on this solicitation. The County reserves the right to award these ancillary items to the successful Vendor or another Vendor based on the lowest actual price offered.

PURCHASE ORDERS PLACED WITH VENDOR DURING CONTRACT(S): All orders placed with the Vendor during the term of the contract(s) shall be issued by the County's Purchasing Division through a Purchase Order barring a unique Purchase Order number. The Vendor shall not fill any requests for materials or supplies until a Purchase Order has been received from the County. A verbal Purchase Order number, however, may be issued to the Vendor by an agent of the Purchasing Division under emergency circumstances in advance of a written Purchase Order.

DELIVERY SHALL BE WITHIN FIFTEEN (15) CALENDAR DAYS: The Vendor shall make deliveries within fifteen (15) calendar days after the date of the Purchase Order. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful Vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the Vendor. In these cases, the Vendor shall notify the County of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

MATERIAL PRICED INCORRECTLY: As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the County discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

DUPLICATE SHIPMENTS ARE NOT ALLOWED: The County will not accept duplicate shipments of items. If the Vendor sends duplicate shipments to a County location, the Vendor shall either retrieve the items at no cost to the County or allow the County to retain the items at no cost to the County.

BACK ORDERS MUST BE FILLED WITHIN THIRTY (30) CALENDAR DAYS: If the Vendor experiences a back order of items from its manufacturer or distributor, the Vendor must insure that such back orders are filled within thirty (30) calendar days from the date of the initial delivery. In these cases, the Vendor must notify the County of these backorders in advance of the delivery date so appropriate steps can be taken by the County to prevent inadequate stock levels or stock-outs.

The Vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the Vendor for any re procurement costs.

MATERIALS WILL BE SUPPLIED BY THE VENDOR: The Vendor hereby agrees that all materials supplied by the Vendor in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied by the Vendor are found to be defective or do not conform to Specifications, the County reserves the right to either cancel the order and return such materials to the Vendor at the Vendor's expense or require the Vendor to replace the materials at the Vendor's expense.

STOCK LEVELS SHALL BE MAINTAINED BY VENDOR: The successful Vendor shall ensure that adequate stock levels are maintained at its place of business and/or at its distributor's place of business in order to assure the County of prompt delivery. If the delivery terms specified in this Solicitation are not fulfilled by the Vendor, the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the Vendor for any re procurement costs incurred by the County.

TESTING OF RANDOM SAMPLES: A representative sample of items delivered by the Vendor may be randomly selected and tested for compliance with these Specifications. If the delivered commodities do not conform to these Specifications, the County shall either require replacement within a reasonable period of time or cancel the contract for cause.

SHELF LIFE OF STOCK: The successful Vendor(s) shall supply the County with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the Vendor prior to shipment to the County.

EQUAL PRODUCT CAN BE CONSIDERED UPON RECEIPT OF LABELS UNLESS OTHERWISE INDICATED: The manufacturer's name, brand name and/or model number are used in these Specifications for the sole purpose of establishing minimum requirements for level of quality, standards of performance and design required by the County and is in no way intended to prohibit offering other manufacturer's items of equal or similar material unless otherwise indicated on the Specification and Pricing Form. Where an equal or similar product is offered, the Vendor's Response must be accompanied by labels indicating the specification and ingredients for each equal or similar item offered. The County shall be the sole judge of equality or similarity and its decision shall be final in its best interest. Items identified as No Substitute on the Specification and Pricing Form are the only products that will be accepted on this Solicitation.

DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies, defects and/or damages in equipment or products delivered to the County in accordance with this Solicitation. All corrections shall be made within thirty (30) calendar days after such deficiencies, defects and/or damages are verbally reported to the Vendor by the Purchasing Division. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

PRODUCT RECALL: Vendor(s) awarded contract(s) under this solicitation shall be required to notify Arapahoe County's Purchasing Division of any manufacturer's recalls regarding items ordered under said contracts. The Vendor shall contact the Buyer by phone within two hours of notification by the manufacturer and shall follow-up in writing within 24 hours. Failure to comply with this requirement may be cause for termination of any existing contracts between the Vendor and the County and for removal from the County's approved vendor list(s).

SAMPLES OF PRODUCTS MAY BE REQUIRED DURING EVALUATION: After the Responses are opened by the County, the Vendors may be required to submit a sample of the goods to be supplied for evaluation by, and at no cost to, the County. If samples are required, the County will notify the Vendor of such and will specify the deadline for submission of the samples. Each individual sample must be clearly labeled with the Vendor's name, Solicitation number, manufacturer's name and brand name, and style number if applicable. All samples shall become the property of the County. The County reserves the right to perform its own testing procedures or to send any and all samples to any certifiable laboratory for analysis. On the basis of this testing and analysis, the County shall be the sole judge of the acceptability of the sample in conformance with the Specifications and its decision shall be final. Any samples submitted shall create an express warranty that the whole of the goods provided by the Vendor during the contract period shall conform to the sample submitted. The

Vendor shall be required to provide adequate restitution to the County, in the manner described by the County, if this warranty is violated during the term of the contract.

SUBSTITUTION OF ITEMS: Substitute brands or models may be considered during the contract period for discontinued brands or models, unless otherwise stipulated as a 'no substitute' item in the Specifications. The Vendor shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of the County's Purchasing Division prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

WARRANTY SHALL BE FOR ONE YEAR: In addition to all other warranties that may be supplied by the Vendor, the Vendor shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of one year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full period identified above, regardless of whether the Vendor is under contract with the County at the time of defect. Any payment by the County on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions.

SHIPPING TERMS FOB DESTINATION: All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

MINIMUM DOLLAR VALUE: Arapahoe County will not be restricted by minimum order quantities.

FUEL ADJUSTMENTS (SURCHARGES): The County will not accept fuel adjustments from the firm unless a negotiated request for such adjustments are agreed by both parties as to amount and very specific timeframe. Such an agreement must be documented before the assessment date; the County will not honor such adjustments invoiced without the attachment of such agreement to the invoice.

METHOD OF PAYMENT PERIODIC INVOICES FROM COMPLETED DELIVERIES: The successful Vendor shall submit an invoice to the Arapahoe County Sheriff's Office – Budget and Logistics. The invoice shall reference the appropriate Purchase Order number, the delivery address, and the corresponding delivery ticket or packing slip number that was signed by the authorized representative of the County when the items were delivered and accepted. The periodic invoices shall not exceed thirty calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items. Invoices must match the pricing indicated on the Purchase Order. The Purchase Order pricing is based on the prices submitted by the successful Vendor offer. Incorrect invoicing will be returned to the awarded Vendor for correction. Any correspondence regarding adjustments in pricing must be received by the Purchasing Division for review no less than ninety (90) days prior to contract renewal. Pricing adjustments not received and approved by the Purchasing Division during contract renewal will not be honored.

ACCIDENT PREVENTION: The Vendor shall be required to take safety precautions in an effort to protect persons and County property. All contractors and sub contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for same. Barricades shall be provided by the Vendor when work is performed in areas traversed by persons or when deemed necessary by the County's Project Manager.

TOXIC SUBSTANCES: The Federal 'Right to Know' Regulations implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances in the workplace to which they may be exposed, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. Accordingly, all Responses must be accompanied by Material Safety Data Sheets (MSDS), provided, however, that the low Vendor may be given the opportunity to submit these Sheets to the County during the Response evaluation period in the best interest of the County.

CATASTROPHIC EMERGENCY SERVICE: This clause may be enforced by the County only upon the issuance of a State of Colorado, Governor Emergency Proclamation or declaration of a State of Emergency by either the Federal Emergency Management Authority or the Arapahoe County Board of County Commissioners. The purpose of this clause is to establish

response priority, pricing base and pre-positioning for the County should one or more of the Emergency Declarations be issued.

Upon the issuance of one or more of the Emergency Declarations, the Consultant agrees to provide catastrophic emergency services on 24 hours/seven-days-a-week basis. During regular work hours, as defined by Arapahoe County, catastrophic emergency services response time shall be no more than twelve (12) hours after verbal notification by the County of such an emergency. During non work hours, the emergency services response time shall be no more than twenty-four (24) hours after verbal notification by the County. The Consultant shall submit a detailed written estimate, which outlines the recommended corrective measures, to the County's Project Manager or designated point of contact for approval prior to the initiation of the services. The County's Project Manager or designated point of contact may verbally waive this requirement if found to be in the County's best interest.

PURCHASE BY OTHER GOVERNMENTAL AGENCIES: Each governmental unit which avails itself of this contract will establish its own contact, place its own orders, issues its own purchase orders, be invoiced there from and make its own payments and issue its own exemption certifications as required by the Vendor. It is understood and agreed that Arapahoe County is not a legally binding party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.This Agreement is in effect October 1, 2016 through September 30, 2017, at which time the County shall have the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three additional years. The option is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. During the option period, the County will consider an adjustment to the pricing if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The Vendor shall notify the County of such adjustments during the option period a minimum of ninety (90) calendar days prior to the effective date of the new price to be charged to the County. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

PURCHASE AGREEMENT

Bid Number: IFB-16-51, Detention Warehouse Inventory

THIS AGREEMENT, entered into as of the 31st day of October, 2016, by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County"), and Charm-Tex, Inc. (hereinafter referred to as the "Seller").

WHEREAS, the County desires to engage the Seller to purchase the goods described in Section 1 of Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Description of Goods.** The Seller agrees to convey and deliver to County the goods identified in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Delivery.** The time, place and manner of delivery of the goods shall be as specified in Section 2 of Exhibit A. All time limits are of the essence in this Agreement. Each delivery of goods shall be accompanied by an itemized invoice and any documents of title. The County reserves the right to reject and return to the Seller, at Seller's expense, such portion of any goods delivered as may be defective or not in conformance with the specifications, without invalidating Seller's obligations under this Agreement. Title to the goods shall not transfer until the goods have been delivered in full conformance with the Agreement, and until the goods have been inspected and accepted by the County. Unless otherwise indicated in Exhibit A, the goods shall be delivered FOB Destination, freight prepaid.

3. **Installation.** If indicated in Section 3 of Exhibit A, Seller shall install the goods. Installation of the goods shall be performed in a good and workmanlike manner, and in conformance with any applicable specifications. Seller shall fully cooperate with the County in arranging a suitable time for installation. Seller shall be responsible for any costs of replacement or repair incurred by the County as a result of injury or damage to the County's property due to Seller's negligence in installing the goods. The Seller represents, covenants and agrees that its work will be accurate and free from any material errors.

4. **Maintenance.** If it is indicated in Section 4 of Exhibit A that Seller shall provide maintenance, Seller shall regularly maintain the goods in good working order and in compliance with the manufacturer's specifications for the time period specified. Seller shall also provide qualified repair personnel at the site within 24 hours of receipt of telephonic notification of a breakdown or failure of the goods from the County. Seller shall be compensated for maintenance as indicated in Section 5 of Exhibit A. Seller shall provide a separate invoice for all maintenance charges and the County shall have 45 days from receipt of the invoice to make payment. Unless it is indicated in Section 5 of Exhibit A that maintenance includes labor only, maintenance shall include all labor, materials and parts. If it is indicated in Section 5 of Exhibit A that maintenance includes labor only, all necessary materials and parts shall be provided by Seller at the lowest market rate and payment for such will not be authorized unless a purchase order is issued and signed by an authorized official. County may terminate Seller's obligation to provide maintenance upon 14 days' notice to Seller and County shall bear no further liability for maintenance charges. Upon termination Seller shall refund any pre-paid maintenance charges. The Seller represents, covenants and agrees that its work will be accurate and free from any material errors.

5. **Method of Payment.** The County will compensate Seller for the goods as specified in Section 5 of Exhibit A, subject to: 1) proper delivery (and installation where applicable) of the goods by Seller, 2) inspection and acceptance by the County, and 3) the availability of appropriated funds within the annual budget. Such compensation is inclusive of all relevant sales and/or use taxes, and all costs of delivery and installation (unless specifically stated otherwise in Exhibit A).

6. **Warranties.**

A. Conformance to Specifications. Seller warrants that the goods shall conform in all respects to any and all specifications, including performance specifications, set forth in Section 1 of Exhibit A or in any applicable Request for Bid/Proposal, which is incorporated herein by reference.

B. Absence of Liens. Seller warrants that the goods shall be delivered free of any security interest or other lien or encumbrance of which County has no actual knowledge at the time of execution of this Agreement.

C. Title. Seller warrants that Seller has absolute and good title to the goods purchased herein, and in the event any claim arises concerning Sellers ownership of the goods purchased herein a breach of the warranty of title shall have occurred.

D. Patents and Trademarks. Seller warrants that the goods shall be delivered free of any patent or trademark infringement claims. Seller shall indemnify the County against any and all costs and liabilities, including attorneys fees, arising from patent or trademark infringement claims on account of any goods furnished by Seller pursuant to this Agreement.

E. Condition. Seller warrants that all goods purchased under this Agreement shall, unless specifically indicated otherwise in each case, be new, unused and of good quality, and shall be free from defects in materials or workmanship. Seller shall repair or replace all defective goods at its expense, including shipping/delivery/installation costs.

F. Warranties are Cumulative/Incorporation of Warranties. It is the parties' intention that all warranties, expressed or implied, are cumulative, and that the express warranties stated herein are in addition to any implied warranties. All express warranties provided by Seller in addition to those warranties stated herein, and all implied warranties, are incorporated herein by reference and are thereby made a part of this Agreement.

7. **General Terms and Conditions.**

A. Termination of Agreement. The County shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof. Unless expressly stated otherwise in the notice, Seller shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Seller shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Seller shall be entitled to receive compensation in accordance with this Agreement for any satisfactory goods provided and services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination. Notwithstanding the above, the Seller shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Seller.

B. Audit. The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Seller which are pertinent to the Seller's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Seller shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records which are pertinent to the Seller's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

C. Equal Employment Opportunity. While performing this Agreement, the Seller shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

D. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any Exhibit, attachment or bid proposal, the language of this Agreement shall govern.

E. Compliance with Laws/Licenses and Permits. Seller shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. Seller shall be responsible for obtaining all licenses and permits necessary to convey the goods and to perform any maintenance required by the Agreement.

F. No Waiver of Rights. The County's approval or acceptance of, or payment for, the goods shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

G. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Seller written notice of such non-appropriation.

H. Conflict of Interest/Ethics. The Seller shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Seller with regard to providing services pursuant to this Agreement. The Seller shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Ethical Principles and Guidelines.

I. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Seller substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Seller. These remedial actions are as follows:

1) Suspend Seller's performance pending necessary corrective action as specified by the County without the Seller's entitlement to an increase in price/cost or a time extension; and/or

2) Withhold payment to the Seller until the necessary services or corrections in performance are satisfactorily completed; and/or

3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Seller, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, it its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Seller of its exercise of any of the foregoing remedial actions.

J. Force Majeure. Neither the Seller nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

K. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Seller. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

L. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

M. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Seller agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Seller to perform the services and accomplish the tasks described. Seller accepts the relationship of trust and confidence established between Seller and the County by this Agreement. Seller covenants with the County to use its best efforts. Seller shall further the interests of the County according to the

County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

8. **Insurance.** In part to assure the County that the Seller is always capable of fulfilling the specified indemnification obligations, the Seller must purchase and maintain insurance of the kind and in the minimum amounts specified herein.

A. The Seller agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

1) Workers' Compensation Insurance: The Seller will maintain workers' compensation insurance covering the Seller for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
  - $1,000,000 bodily injury for each accident
  - $1,000,000 each employee for disease
  - $1,000,000 disease aggregate

The requirements of this provision shall apply to the Seller and to all subcontractors.

2) Commercial General Liability: The Seller will maintain commercial general liability insurance covering all operations by or on behalf of the Seller on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury. Such insurance will have these minimum limits and coverages:

Minimum Limits:

- $1,000,000 each occurrence
- $2,000,000 general aggregate
- $2,000,000 products and completed operations aggregate, if applicable

Coverages:

- Defense in addition to the limits of liability
- Severability of Interests Provision
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Seller and to all subcontractors.

3) Automobile Liability: The Seller will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection Minimum Limits:

Minimum Limit:

- $1,000,000 Combined Single Limit Each Accident

Coverages:

- MCS 90 for vehicles carrying hazardous materials

- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Seller and to all subcontractors.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Seller.

C. The Seller shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

D. Failure on the part of the Seller to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

9. **Insurance Certificates.**

A. The Seller shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Seller has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

10. **Indemnification.** The Seller shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Seller, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Seller's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of all obligations under this Agreement, and shall survive the termination of this Agreement.

11. **Independent Contractor.** The Seller is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Seller to perform maintenance or other work under the terms of this Agreement shall be and remain at all times employees of Seller or employees of their respective employers for all purposes.

12. **Notices.** Any notices/correspondence from one party to the other relating to this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 6 of Exhibit A.

13. **Assignment.** No assignment by Seller of any rights, including rights to money due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement, shall be allowed without written permission from the County.

14. **Force Majeure.** Neither the Seller nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

15. **Extent of Agreement.** This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the County and Seller. Any amendments to this must be in writing and be signed by both the County and Seller. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(PA Form 6/24/16)

SELLER : Charm-Tex, Inc

By: _____
(signature)

Title: VP of Sales

Signed this 1 day of November, 2016

State of ~~Colorado~~ NY)
County of Kings)

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

by _____.

My commission expires _____.

_____
Notary Public

JOSEPH H. DANZGER
Notary Public, State of New York
No. 01DA6069069
Qualified in Nassau County
Commission Expires January 22, 2018

SEAL

ATTEST: Clerk to the Board

_____

Date: _____

ARAPAHOE COUNTY

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

EXHIBIT A to Purchasing Agreement between the County and Charm-Tex, Inc.
Bid Number: IFB-16-51.

1. **Goods.** The Seller hereby agrees to and accepts the responsibility for providing the following goods:

Clothing & Uniforms

ACG Material #	ITEM	Price	Item No.
50000099	JACKET - DENIM WITH BLANKET LINER SZ 42 - 44	$15.90	JKT/505L
50000100	JACKET - DENIM WITH BLANKET LINER SZ 46-48	$15.90	JKT/505XL
50000101	JACKET - DENIM WITH BLANKET LINER SZ 50-52	$15.90	JKT/5052XL
50000102	JACKET - DENIM WITH BLANKET LINER SZ 54-56	$15.90	JKT/5053XL.

2. **Delivery.**

☐ The goods shall be delivered on at the following location .

☐ The goods shall be delivered in installments as follows:

☒ Other: The Seller shall make deliveries within fifteen (15) calendar days after the date of the Purchase Order.

3. **Installation.**

☐ The goods shall be installed by Seller at the time of delivery.

4. **Maintenance.**

☐ Seller shall maintain the goods for the period of .

☐ Maintenance services include labor only.

Seller shall be compensated for maintenance services provided under this Agreement (in addition to the compensation listed below for the sale of the goods) as follows: .

A. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Seller certifies and agrees as follows:

1) The Seller shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

2) The Seller shall not enter into a contract with a subcontractor that fails to certify to the Seller that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3) The Seller has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification ("e-verify") program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment ("Department").

4) The Seller shall not use the e-verify or Department programs to undertake preemployment screening of job applicants while this Agreement is being performed.

5) If the Seller obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Seller shall: (a) notify the subcontractor and the County within three days that the Seller has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the

notice the subcontractor does not stop employing or contracting with the illegal alien; except that Seller shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6) The Seller shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

7) If the Seller violates any of the provisions of this section 4.Q. the County may immediately terminate this Agreement effective upon the receipt by Seller of written notice of termination from the County, and the Seller shall be liable for actual and consequential damages to the County.

8) Compliance with this subsection (a) is not required if the Seller is a governmental entity.

5. **Payment.** The County agrees to compensate Seller for the sale of the goods detailed in Section 1 above, Goods, as follows (choose one):

☐ Single lump sum, due within 45 days of delivery and acceptance of all goods covered by the Agreement, in the amount of: .

☐ Separate payments for each delivery of goods, due within 45 days of acceptance of each portion of the goods delivered, in the amount of/at the rate of: .

☒ Other: Payment for each delivery of goods recieved. Invoices must match the pricing indicated on the Purchase Order.

The total amount of compensation for the goods under this Agreement shall not exceed (excluding any charges for maintenance as described above) Seller agrees to meet the minimum quantities as set forth in IFB-16-51 for the products awarded and referneced on the attached spreadsheet. No guarantee is expressed or implied as to additional quantities.

6. **Addresses.** The addresses for Notices/Correspondence are as follows:

To County:
Arapahoe County Attorney
5334 S. Prince St.
Littleton, CO 80120-1136

and (send to both)

Arapahoe County Sheriff's Office
7375 S. Potomac St.
Centennial, CO 80112

To Seller:
Stan Danziger, VP of Sales
Charm-Tex, Inc.
1618 Coney Island Ave.
Brooklyn, NY 11230

7. **Incorporated Documents.** The following documents are incorporated herein by reference and made a part of this Agreement:

☒ Invitation for Bid # 16-51, Detention Warehouse Inventory

☐ Request for Proposal #

☐ Other:

In the event of any conflicts between this Agreement and any attached documents, this Agreement shall control.

8. **Special Conditions.**

☐ No special conditions

☒ Special Conditions are as follows:

OPTION TO RENEW FOR SUBSEQUENT THREE (3) YEARS (WITH PRICE ADJUSTMENTS): The prices or discounts quoted in this Solicitation shall prevail during the specified term of the contract, at which time the County shall have the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three additional years. This option is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. The County will consider two (2) adjustment periods to the pricing structure if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The manufacturer letter must be submitted with the request in order to be considered. The Vendor shall notify the County of such adjustments, twice during the contract year; 1st notification – on January 01st & 2nd notification – on July 01st. The County requests a minimum of thirty (30) calendar days to allow for review and approvals. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

LIMITED CONTRACT(S) EXTENSION TO MAINTAIN SERVICE LEVELS: It is hereby agreed and understood that these contracts may be extended for an additional thirty (30) day transitional period after the contract is scheduled for termination and after any option years have been exercised. During this transitional period, the Vendor agrees to continue the same or a reduced level of service to the County at the same prices while the new contract, also in force, is being mobilized. The Vendor shall be allowed to invoice the County for this additional period on a pro rated basis.

LIMITED CONTRACT(S) EXTENSION TO COMPLETE DELIVERIES: Any specific deliveries that commence prior to the termination date of these contracts and which will extend beyond the termination date shall, unless terminated by mutual agreement by both parties, continue until completion at the same prices, terms and conditions as set forth herein.

COMPETENCY OF VENDORS - MINIMUM THREE (3) YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Vendor's facility may be made prior to award of contract. Responses will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this Solicitation for a minimum period of three (3) years prior to the date of this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the County. The County reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the County) in making the award in the best interests of the County.

QUALIFICATIONS OF VENDOR: The County may make such investigations as deemed necessary to determine the ability of the Vendor to perform work, and the Vendor shall furnish all information and data for this purpose as the County requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Vendor fails to satisfy the County that such Vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

NUMBER OF DELIVERIES WITHIN CONTRACT PERIOD WILL BE BASED ON JUST IN TIME PURCHASING: The County recently converted its Warehouse operations to 'Just in Time' purchasing and ordering. This ordering process

allows the County Warehouse to carry a lower inventory by ordering stock items from successful Vendors on a more frequent basis.

CONSIGNMENT OF CONTRACT NOT ALLOWED: Responses will only be considered from firms which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another vendor.

ELIMINATION FROM CONSIDERATION: An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the County upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the County, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

METHOD OF AWARD – BY GROUP, ITEM OR A COMBINATION: It is the intent of the County to award this Contract to the lowest responsive, responsible Vendor on a group-by-group basis, an item by item basis, or a combination of the two whichever is most advantageous to Arapahoe County. Notwithstanding, the County reserves the right to alter this method of award if such alteration results in a cost savings to the County.

PRIMARY VENDOR DESIGNATION: While the Method of Award contained within these Specifications prescribes the method for determining the lowest responsive, responsible Vendor, the County reserves the right to award this contract to the designated lowest Vendor as the Primary Vendor and to the designated second lowest Vendor(s) as the Secondary Vendor(s). If the County exercises this right, the Primary Vendor shall be given the first opportunity to perform the service or deliver the goods identified in this contract. If the Primary Vendor declines this opportunity, the County shall seek the identified goods or services from the Secondary Vendor(s).

SUB CONTRACTORS OF WORK SHALL BE IDENTIFIED: As part of its Response, the Vendor shall be required to identify any and all sub contractors that will be used in the performance of the contract resulting from this Solicitation. The Vendor shall also identify the capabilities, experience and portion of the work to be performed by the sub contractor(s). The competency of the sub contractor(s) with respect to skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County.

FEDERAL STANDARDS COMPLIANCE: All items to be purchased in conjunction with this Solicitation shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

PROTECTION OF PROPERTY: All existing structures, utilities, services, roads, trees, shrubbery, etc. located on County property shall be protected against damage or interrupted services at all times by the Vendor during the term of this contract. The Vendor shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Vendor's operation on the property to the satisfaction of the County.

DEMURRAGE CHARGES WILL NOT BE ALLOWED: The County shall not incur separate demurrage charges from Vendors who supply containers on an interim basis to the County in conjunction with this Solicitation. Any rental or demurrage charges for such containers that are normally charged by the Vendor must be reflected in the unit prices offered by the Vendor.

DELIVERY TO WAREHOUSE: The Vendor shall deliver all items requested through this solicitation to the Arapahoe County Detention Facility Warehouse which is located at 7375 South Potomac, Centennial, Colorado, 80112. Official inspection and acceptance of these items shall occur at this destination. Deliveries will be accepted from 7:00 a.m. to 5:00 p.m. Monday through Friday excluding County Holidays. Below are the 2016 Holidays that the County acknowledges and are subject to change annually:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Independence Day

- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day Observed

PACKING SLIP AND/OR DELIVERY TICKET: The Vendor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this Solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: Purchase Order number, date of order, a complete listing of items being delivered, and back order quantities and estimated delivery date of back orders if applicable and allowable. The County's Receiving representative has the authority to reject shipments that do not conform to this requirement.

DISCOUNTS OFFERED DURING TERM OF CONTRACT(S): The successful Vendor(s) may offer the County discounts below the original prices quoted in the Response during the term of the contract(s). In addition, Vendors are encouraged to offer additional discounts below the original prices quoted in the Response for large single orders. Such discounts cannot be considered in the evaluation of the Solicitation.

PRICE DECREASE DURING CONTRACT(S): If prices decrease during the term of the contract(s), the successful Vendor must notify the County of the lower prices so that all subsequent orders will reflect accurate pricing.

PRICE DISCOUNT OFF THE VENDOR'S PUBLISHED CATALOG PRICING: The Vendor shall quote a percentage discount off the Vendor's published catalog pricing (submit one copy of catalog with executed copy of this Solicitation). The resulting cost per item must also reflect all shipping and handling charges, trade discounts, and terms of payment.

PURCHASE OF OTHER ITEMS NOT LISTED ON THIS SOLICITATION BASED ON PERCENTAGE DISCOUNTS: While the County has listed all major items on the solicitation which are utilized by the County and/or departments in conjunction with their operations, there may be ancillary items that must be purchased by the County during the term of this contract. For this reason, Vendors are requested to quote a percentage discount from the Vendor's price list that will be offered to the County for items which do not appear on this solicitation. The County reserves the right to award these ancillary items to the successful Vendor or another Vendor based on the lowest actual price offered.

PURCHASE ORDERS PLACED WITH VENDOR DURING CONTRACT(S): All orders placed with the Vendor during the term of the contract(s) shall be issued by the County's Purchasing Division through a Purchase Order barring a unique Purchase Order number. The Vendor shall not fill any requests for materials or supplies until a Purchase Order has been received from the County. A verbal Purchase Order number, however, may be issued to the Vendor by an agent of the Purchasing Division under emergency circumstances in advance of a written Purchase Order.

DELIVERY SHALL BE WITHIN FIFTEEN (15) CALENDAR DAYS: The Vendor shall make deliveries within fifteen (15) calendar days after the date of the Purchase Order. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful Vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the Vendor. In these cases, the Vendor shall notify the County of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

MATERIAL PRICED INCORRECTLY: As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the County discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

DUPLICATE SHIPMENTS ARE NOT ALLOWED: The County will not accept duplicate shipments of items. If the Vendor sends duplicate shipments to a County location, the Vendor shall either retrieve the items at no cost to the County or allow the County to retain the items at no cost to the County.

BACK ORDERS MUST BE FILLED WITHIN THIRTY (30) CALENDAR DAYS: If the Vendor experiences a back order of items from its manufacturer or distributor, the Vendor must insure that such back orders are filled within thirty (30) calendar days from the date of the initial delivery. In these cases, the Vendor must notify the County of these backorders in advance of the delivery date so appropriate steps can be taken by the County to prevent inadequate stock levels or stock-outs. The Vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the Vendor for any re procurement costs.

MATERIALS WILL BE SUPPLIED BY THE VENDOR: The Vendor hereby agrees that all materials supplied by the Vendor in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied by the Vendor are found to be defective or do not conform to Specifications, the County reserves the right to either cancel the order and return such materials to the Vendor at the Vendor's expense or require the Vendor to replace the materials at the Vendor's expense.

STOCK LEVELS SHALL BE MAINTAINED BY VENDOR: The successful Vendor shall ensure that adequate stock levels are maintained at its place of business and/or at its distributor's place of business in order to assure the County of prompt delivery. If the delivery terms specified in this Solicitation are not fulfilled by the Vendor, the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the Vendor for any re procurement costs incurred by the County.

TESTING OF RANDOM SAMPLES: A representative sample of items delivered by the Vendor may be randomly selected and tested for compliance with these Specifications. If the delivered commodities do not conform to these Specifications, the County shall either require replacement within a reasonable period of time or cancel the contract for cause.

SHELF LIFE OF STOCK: The successful Vendor(s) shall supply the County with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the Vendor prior to shipment to the County.

EQUAL PRODUCT CAN BE CONSIDERED UPON RECEIPT OF LABELS UNLESS OTHERWISE INDICATED: The manufacturer's name, brand name and/or model number are used in these Specifications for the sole purpose of establishing minimum requirements for level of quality, standards of performance and design required by the County and is in no way intended to prohibit offering other manufacturer's items of equal or similar material unless otherwise indicated on the Specification and Pricing Form. Where an equal or similar product is offered, the Vendor's Response must be accompanied by labels indicating the specification and ingredients for each equal or similar item offered. The County shall be the sole judge of equality or similarity and its decision shall be final in its best interest. Items identified as No Substitute on the Specification and Pricing Form are the only products that will be accepted on this Solicitation.

DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies, defects and/or damages in equipment or products delivered to the County in accordance with this Solicitation. All corrections shall be made within thirty (30) calendar days after such deficiencies, defects and/or damages are verbally reported to the Vendor by the Purchasing Division. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

PRODUCT RECALL: Vendor(s) awarded contract(s) under this solicitation shall be required to notify Arapahoe County's Purchasing Division of any manufacturer's recalls regarding items ordered under said contracts. The Vendor shall contact the Buyer by phone within two hours of notification by the manufacturer and shall follow-up in writing within 24 hours. Failure to comply with this requirement may be cause for termination of any existing contracts between the Vendor and the County and for removal from the County's approved vendor list(s).

SAMPLES OF PRODUCTS MAY BE REQUIRED DURING EVALUATION: After the Responses are opened by the County, the Vendors may be required to submit a sample of the goods to be supplied for evaluation by, and at no cost to, the County. If samples are required, the County will notify the Vendor of such and will specify the deadline for submission of the samples. Each individual sample must be clearly labeled with the Vendor's name, Solicitation number, manufacturer's name and brand name, and style number if applicable. All samples shall become the property of the County. The County reserves the right to perform its own testing procedures or to send any and all samples to any certifiable laboratory for

analysis. On the basis of this testing and analysis, the County shall be the sole judge of the acceptability of the sample in conformance with the Specifications and its decision shall be final. Any samples submitted shall create an express warranty that the whole of the goods provided by the Vendor during the contract period shall conform to the sample submitted. The Vendor shall be required to provide adequate restitution to the County, in the manner described by the County, if this warranty is violated during the term of the contract.

SUBSTITUTION OF ITEMS: Substitute brands or models may be considered during the contract period for discontinued brands or models, unless otherwise stipulated as a 'no substitute' item in the Specifications. The Vendor shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of the County's Purchasing Division prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

WARRANTY SHALL BE FOR ONE YEAR: In addition to all other warranties that may be supplied by the Vendor, the Vendor shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of one year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full period identified above, regardless of whether the Vendor is under contract with the County at the time of defect. Any payment by the County on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions.

SHIPPING TERMS FOB DESTINATION: All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

MINIMUM DOLLAR VALUE: Arapahoe County will not be restricted by minimum order quantities.

FUEL ADJUSTMENTS (SURCHARGES): The County will not accept fuel adjustments from the firm unless a negotiated request for such adjustments are agreed by both parties as to amount and very specific timeframe. Such an agreement must be documented before the assessment date; the County will not honor such adjustments invoiced without the attachment of such agreement to the invoice.

METHOD OF PAYMENT PERIODIC INVOICES FROM COMPLETED DELIVERIES: The successful Vendor shall submit an invoice to the Arapahoe County Sheriff's Office – Budget and Logistics. The invoice shall reference the appropriate Purchase Order number, the delivery address, and the corresponding delivery ticket or packing slip number that was signed by the authorized representative of the County when the items were delivered and accepted. The periodic invoices shall not exceed thirty calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items. Invoices must match the pricing indicated on the Purchase Order. The Purchase Order pricing is based on the prices submitted by the successful Vendor offer. Incorrect invoicing will be returned to the awarded Vendor for correction. Any correspondence regarding adjustments in pricing must be received by the Purchasing Division for review no less than ninety (90) days prior to contract renewal. Pricing adjustments not received and approved by the Purchasing Division during contract renewal will not be honored.

ACCIDENT PREVENTION: The Vendor shall be required to take safety precautions in an effort to protect persons and County property. All contractors and sub contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for same. Barricades shall be provided by the Vendor when work is performed in areas traversed by persons or when deemed necessary by the County's Project Manager.

TOXIC SUBSTANCES: The Federal 'Right to Know' Regulations implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances in the workplace to which they may be exposed, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. Accordingly, all Responses must be accompanied by Material Safety Data Sheets (MSDS), provided, however, that the low Vendor may be given the opportunity to submit these Sheets to the County during the Response evaluation period in the best interest of the County.

CATASTROPHIC EMERGENCY SERVICE: This clause may be enforced by the County only upon the issuance of a State of Colorado, Governor Emergency Proclamation or declaration of a State of Emergency by either the Federal Emergency Management Authority or the Arapahoe County Board of County Commissioners. The purpose of this clause is to establish response priority, pricing base and pre-positioning for the County should one or more of the Emergency Declarations be issued.

Upon the issuance of one or more of the Emergency Declarations, the Consultant agrees to provide catastrophic emergency services on 24 hours/seven-days-a-week basis. During regular work hours, as defined by Arapahoe County, catastrophic emergency services response time shall be no more than twelve (12) hours after verbal notification by the County of such an emergency. During non work hours, the emergency services response time shall be no more than twenty-four (24) hours after verbal notification by the County. The Consultant shall submit a detailed written estimate, which outlines the recommended corrective measures, to the County's Project Manager or designated point of contact for approval prior to the initiation of the services. The County's Project Manager or designated point of contact may verbally waive this requirement if found to be in the County's best interest.

PURCHASE BY OTHER GOVERNMENTAL AGENCIES: Each governmental unit which avails itself of this contract will establish its own contact, place its own orders, issues its own purchase orders, be invoiced there from and make its own payments and issue its own exemption certifications as required by the Vendor. It is understood and agreed that Arapahoe County is not a legally binding party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.This Agreement is in effect October 1, 2016 through September 30, 2017, at which time the County shall have the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three additional years. The option is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. During the option period, the County will consider an adjustment to the pricing if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The Vendor shall notify the County of such adjustments during the option period a minimum of ninety (90) calendar days prior to the effective date of the new price to be charged to the County. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

PURCHASE AGREEMENT

Bid Number: IFB-16-51, Detention Warehouse Inventory

THIS AGREEMENT, entered into as of the 31st day of October, 2016, by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County"), and Faison Office Products (hereinafter referred to as the "Seller").

WHEREAS, the County desires to engage the Seller to purchase the goods described in Section 1 of Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Description of Goods.** The Seller agrees to convey and deliver to County the goods identified in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Delivery.** The time, place and manner of delivery of the goods shall be as specified in Section 2 of Exhibit A. All time limits are of the essence in this Agreement. Each delivery of goods shall be accompanied by an itemized invoice and any documents of title. The County reserves the right to reject and return to the Seller, at Seller's expense, such portion of any goods delivered as may be defective or not in conformance with the specifications, without invalidating Seller's obligations under this Agreement. Title to the goods shall not transfer until the goods have been delivered in full conformance with the Agreement, and until the goods have been inspected and accepted by the County. Unless otherwise indicated in Exhibit A, the goods shall be delivered FOB Destination, freight prepaid.

3. **Installation.** If indicated in Section 3 of Exhibit A, Seller shall install the goods. Installation of the goods shall be performed in a good and workmanlike manner, and in conformance with any applicable specifications. Seller shall fully cooperate with the County in arranging a suitable time for installation. Seller shall be responsible for any costs of replacement or repair incurred by the County as a result of injury or damage to the County's property due to Seller's negligence in installing the goods. The Seller represents, covenants and agrees that its work will be accurate and free from any material errors.

4. **Maintenance.** If it is indicated in Section 4 of Exhibit A that Seller shall provide maintenance, Seller shall regularly maintain the goods in good working order and in compliance with the manufacturer's specifications for the time period specified. Seller shall also provide qualified repair personnel at the site within 24 hours of receipt of telephonic notification of a breakdown or failure of the goods from the County. Seller shall be compensated for maintenance as indicated in Section 5 of Exhibit A. Seller shall provide a separate invoice for all maintenance charges and the County shall have 45 days from receipt of the invoice to make payment. Unless it is indicated in Section 5 of Exhibit A that maintenance includes labor only, maintenance shall include all labor, materials and parts. If it is indicated in Section 5 of Exhibit A that maintenance includes labor only, all necessary materials and parts shall be provided by Seller at the lowest market rate and payment for such will not be authorized unless a purchase order is issued and signed by an authorized official. County may terminate Seller's obligation to provide maintenance upon 14 days' notice to Seller and County shall bear no further liability for maintenance charges. Upon termination Seller shall refund any pre-paid maintenance charges. The Seller represents, covenants and agrees that its work will be accurate and free from any material errors.

5. **Method of Payment.** The County will compensate Seller for the goods as specified in Section 5 of Exhibit A, subject to: 1) proper delivery (and installation where applicable) of the goods by Seller, 2) inspection and acceptance by the County, and 3) the availability of appropriated funds within the annual budget. Such compensation is inclusive of all relevant sales and/or use taxes, and all costs of delivery and installation (unless specifically stated otherwise in Exhibit A).

6. **Warranties.**

A. Conformance to Specifications. Seller warrants that the goods shall conform in all respects to any and all specifications, including performance specifications, set forth in Section 1 of Exhibit A or in any applicable Request for Bid/Proposal, which is incorporated herein by reference.

B. Absence of Liens. Seller warrants that the goods shall be delivered free of any security interest or other lien or encumbrance of which County has no actual knowledge at the time of execution of this Agreement.

C. Title. Seller warrants that Seller has absolute and good title to the goods purchased herein, and in the event any claim arises concerning Sellers ownership of the goods purchased herein a breach of the warranty of title shall have occurred.

D. Patents and Trademarks. Seller warrants that the goods shall be delivered free of any patent or trademark infringement claims. Seller shall indemnify the County against any and all costs and liabilities, including attorneys fees, arising from patent or trademark infringement claims on account of any goods furnished by Seller pursuant to this Agreement.

E. Condition. Seller warrants that all goods purchased under this Agreement shall, unless specifically indicated otherwise in each case, be new, unused and of good quality, and shall be free from defects in materials or workmanship. Seller shall repair or replace all defective goods at its expense, including shipping/delivery/installation costs.

F. Warranties are Cumulative/Incorporation of Warranties. It is the parties' intention that all warranties, expressed or implied, are cumulative, and that the express warranties stated herein are in addition to any implied warranties. All express warranties provided by Seller in addition to those warranties stated herein, and all implied warranties, are incorporated herein by reference and are thereby made a part of this Agreement.

7. **General Terms and Conditions.**

A. Termination of Agreement. The County shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof. Unless expressly stated otherwise in the notice, Seller shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Seller shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Seller shall be entitled to receive compensation in accordance with this Agreement for any satisfactory goods provided and services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination. Notwithstanding the above, the Seller shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Seller.

B. Audit. The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Seller which are pertinent to the Seller's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Seller shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records which are pertinent to the Seller's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

C. Equal Employment Opportunity. While performing this Agreement, the Seller shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

D. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any Exhibit, attachment or bid proposal, the language of this Agreement shall govern.

E. Compliance with Laws/Licenses and Permits. Seller shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. Seller shall be responsible for obtaining all licenses and permits necessary to convey the goods and to perform any maintenance required by the Agreement.

F. No Waiver of Rights. The County's approval or acceptance of, or payment for, the goods shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

G. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Seller written notice of such non-appropriation.

H. Conflict of Interest/Ethics. The Seller shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Seller with regard to providing services pursuant to this Agreement. The Seller shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Ethical Principles and Guidelines.

I. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Seller substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Seller. These remedial actions are as follows:

1) Suspend Seller's performance pending necessary corrective action as specified by the County without the Seller's entitlement to an increase in price/cost or a time extension; and/or
2) Withhold payment to the Seller until the necessary services or corrections in performance are satisfactorily completed; and/or
3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Seller, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, it its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Seller of its exercise of any of the foregoing remedial actions.

J. Force Majeure. Neither the Seller nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

K. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Seller. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

L. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

M. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Seller agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Seller to perform the services and accomplish the tasks described. Seller accepts the relationship of trust and confidence established between Seller and the County by this Agreement. Seller covenants with the County to use its best efforts. Seller shall further the interests of the County according to the

County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

8. **Insurance.** In part to assure the County that the Seller is always capable of fulfilling the specified indemnification obligations, the Seller must purchase and maintain insurance of the kind and in the minimum amounts specified herein.

A. The Seller agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

1) Workers' Compensation Insurance: The Seller will maintain workers' compensation insurance covering the Seller for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
  - $1,000,000 bodily injury for each accident
  - $1,000,000 each employee for disease
  - $1,000,000 disease aggregate

The requirements of this provision shall apply to the Seller and to all subcontractors.

2) Commercial General Liability: The Seller will maintain commercial general liability insurance covering all operations by or on behalf of the Seller on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury. Such insurance will have these minimum limits and coverages:

Minimum Limits:

- $1,000,000 each occurrence
- $2,000,000 general aggregate
- $2,000,000 products and completed operations aggregate, if applicable

Coverages:

- Defense in addition to the limits of liability
- Severability of Interests Provision
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Seller and to all subcontractors.

3) Automobile Liability: The Seller will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection Minimum Limits:

Minimum Limit:

- $1,000,000 Combined Single Limit Each Accident

Coverages:

- MCS 90 for vehicles carrying hazardous materials

- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Seller and to all subcontractors.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Seller.

C. The Seller shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

D. Failure on the part of the Seller to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

9. **Insurance Certificates.**

A. The Seller shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Seller has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

10. **Indemnification.** The Seller shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Seller, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Seller's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of all obligations under this Agreement, and shall survive the termination of this Agreement.

11. **Independent Contractor.** The Seller is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Seller to perform maintenance or other work under the terms of this Agreement shall be and remain at all times employees of Seller or employees of their respective employers for all purposes.

12. **Notices.** Any notices/correspondence from one party to the other relating to this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 6 of Exhibit A.

13. **Assignment.** No assignment by Seller of any rights, including rights to money due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement, shall be allowed without written permission from the County.

14. **Force Majeure.** Neither the Seller nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

15. **Extent of Agreement.** This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the County and Seller. Any amendments to this must be in writing and be signed by both the County and Seller. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(PA Form 6/24/16)

SELLER : Faison Office Products

By: Shannon Wakefield
(signature)

Title: CFO

Signed this 1 day of December, 2016

State of Colorado)
County of Adams)

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

by Shannon Wakefield

My commission expires 12/14/19

Felicia Eaton
Notary Public

FELICIA A EATON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994029342
MY COMMISSION EXPIRES 12/14/2019

SEAL

ATTEST: Clerk to the Board

ARAPAHOE COUNTY

_____

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

Date: _____

EXHIBIT A to Purchasing Agreement between the County and Faison Office Products.
Bid Number: IFB-16-51.

1. **Goods.** The Seller hereby agrees to and accepts the responsibility for providing the following goods:
Chemicals

ACG Mat #	ITEM	Price Pkg	Item No.
50000310	SOAP LIQUID DISPENSER 2 EA.	$10.27	GJO29425

Sundries

50000671	BASKETBALL OUTDOOR LEATHER	$14.94	CSISB1020
50000359	VOLLEYBALL	$8.82	CSIVR4

Janitorial

50000097	ICE MELT, 50lb, SAFE STEP	$6.16	SPR0020
50000670	BROOM,POLYPROPYLENE GARAGE PUSH BROOM 18"-HARD	$130.75	RCP757788YL
50000364	WET FLOOR SIGN 3 SIDED TRIANGULAR BASE	$28.63	RCP627777
50000917	SIGN SAFE GRAFFITI REMOVER- BY BK ENTERPRISES	$9.19	MOT40901

Safety Supplies

50000010	BACK SUPPORT BELT: LARGE- ADJ W/VELCRO	$9.39	EGO11094-LG
50000011	BACK SUPPORT BELU XLARGE - ADJ W/VELCRO	$9.39	EGO11095-XL
50000460	BACK SUPPORT BELT: XXL ADJ W/VELCRO	$12.48	EGO11096-2XL
50000090	GOGGLES, SAFETY, Non Vent, Impact & Splash Resist	$2.97	NSPA610S

.

2. **Delivery.**

☐ The goods shall be delivered on at the following location .

☐ The goods shall be delivered in installments as follows:

☒ Other: The Seller shall make deliveries within fifteen (15) calendar days after the date of the Purchase Order.

3. **Installation.**

☐ The goods shall be installed by Seller at the time of delivery.

4. **Maintenance.**

☐ Seller shall maintain the goods for the period of .

☐ Maintenance services include labor only.

Seller shall be compensated for maintenance services provided under this Agreement (in addition to the compensation listed below for the sale of the goods) as follows: .

A. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Seller certifies and agrees as follows:

1) The Seller shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

2) The Seller shall not enter into a contract with a subcontractor that fails to certify to the Seller that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3) The Seller has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification ("e-verify") program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment ("Department").

4) The Seller shall not use the e-verify or Department programs to undertake preemployment screening of job applicants while this Agreement is being performed.

5) If the Seller obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Seller shall: (a) notify the subcontractor and the County within three days that the Seller has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Seller shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6) The Seller shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

7) If the Seller violates any of the provisions of this section 4.Q. the County may immediately terminate this Agreement effective upon the receipt by Seller of written notice of termination from the County, and the Seller shall be liable for actual and consequential damages to the County.

8) Compliance with this subsection (a) is not required if the Seller is a governmental entity.

5. **Payment.** The County agrees to compensate Seller for the sale of the goods detailed in Section 1 above, Goods, as follows (choose one):

☐ Single lump sum, due within 45 days of delivery and acceptance of all goods covered by the Agreement, in the amount of: .

☐ Separate payments for each delivery of goods, due within 45 days of acceptance of each portion of the goods delivered, in the amount of/at the rate of: .

☒ Other: Payment for each delivery of goods recieved. Invoices must match the pricing indicated on the Purchase Order.

The total amount of compensation for the goods under this Agreement shall not exceed (excluding any charges for maintenance as described above) Seller agrees to meet the minimum quantities as set forth in IFB-16-51 for the products awarded and referneced on the attached spreadsheet. No guarantee is expressed or implied as to additional quantities.

6. **Addresses.** The addresses for Notices/Correspondence are as follows:

To County:
Arapahoe County Attorney
5334 S. Prince St.
Littleton, CO 80120-1136

and (send to both)

Arapahoe County Sheriff's Office
7375 S. Potomac St.
Centennial, CO 80112

To Seller:
Shannonn Wakefield-Ohlhauser
Faison Office Products
3251 Revere St.
Aurora, CO 80111

7. **Incorporated Documents.** The following documents are incorporated herein by reference and made a part of this Agreement:

☒ Invitation for Bid # 16-51, Detention Warehouse Inventory

☐ Request for Proposal #

☐ Other:

In the event of any conflicts between this Agreement and any attached documents, this Agreement shall control.

8. **Special Conditions.**

☐ No special conditions

☒ Special Conditions are as follows:

OPTION TO RENEW FOR SUBSEQUENT THREE (3) YEARS (WITH PRICE ADJUSTMENTS): The prices or discounts quoted in this Solicitation shall prevail during the specified term of the contract, at which time the County shall have the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three additional years. This option is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. The County will consider two (2) adjustment periods to the pricing structure if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The manufacturer letter must be submitted with the request in order to be considered. The Vendor shall notify the County of such adjustments, twice during the contract year; 1st notification – on January 01st & 2nd notification – on July 01st. The County requests a minimum of thirty (30) calendar days to allow for review and approvals. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

LIMITED CONTRACT(S) EXTENSION TO MAINTAIN SERVICE LEVELS: It is hereby agreed and understood that these contracts may be extended for an additional thirty (30) day transitional period after the contract is scheduled for termination and after any option years have been exercised. During this transitional period, the Vendor agrees to continue the same or a reduced level of service to the County at the same prices while the new contract, also in force, is being mobilized. The Vendor shall be allowed to invoice the County for this additional period on a pro rated basis.

LIMITED CONTRACT(S) EXTENSION TO COMPLETE DELIVERIES: Any specific deliveries that commence prior to the termination date of these contracts and which will extend beyond the termination date shall, unless terminated by mutual agreement by both parties, continue until completion at the same prices, terms and conditions as set forth herein.

COMPETENCY OF VENDORS - MINIMUM THREE (3) YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Vendor's facility may be made prior to award of contract. Responses will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this Solicitation for a minimum period of three (3) years prior to the date of this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that

they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the County. The County reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the County) in making the award in the best interests of the County.

QUALIFICATIONS OF VENDOR: The County may make such investigations as deemed necessary to determine the ability of the Vendor to perform work, and the Vendor shall furnish all information and data for this purpose as the County requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Vendor fails to satisfy the County that such Vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

NUMBER OF DELIVERIES WITHIN CONTRACT PERIOD WILL BE BASED ON JUST IN TIME PURCHASING: The County recently converted its Warehouse operations to 'Just in Time' purchasing and ordering. This ordering process allows the County Warehouse to carry a lower inventory by ordering stock items from successful Vendors on a more frequent basis.

CONSIGNMENT OF CONTRACT NOT ALLOWED: Responses will only be considered from firms which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another vendor.
ELIMINATION FROM CONSIDERATION: An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the County upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the County, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

METHOD OF AWARD – BY GROUP, ITEM OR A COMBINATION: It is the intent of the County to award this Contract to the lowest responsive, responsible Vendor on a group-by-group basis, an item by item basis, or a combination of the two whichever is most advantageous to Arapahoe County. Notwithstanding, the County reserves the right to alter this method of award if such alteration results in a cost savings to the County.

PRIMARY VENDOR DESIGNATION: While the Method of Award contained within these Specifications prescribes the method for determining the lowest responsive, responsible Vendor, the County reserves the right to award this contract to the designated lowest Vendor as the Primary Vendor and to the designated second lowest Vendor(s) as the Secondary Vendor(s). If the County exercises this right, the Primary Vendor shall be given the first opportunity to perform the service or deliver the goods identified in this contract. If the Primary Vendor declines this opportunity, the County shall seek the identified goods or services from the Secondary Vendor(s).

SUB CONTRACTORS OF WORK SHALL BE IDENTIFIED: As part of its Response, the Vendor shall be required to identify any and all sub contractors that will be used in the performance of the contract resulting from this Solicitation. The Vendor shall also identify the capabilities, experience and portion of the work to be performed by the sub contractor(s). The competency of the sub contractor(s) with respect to skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County.

FEDERAL STANDARDS COMPLIANCE: All items to be purchased in conjunction with this Solicitation shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

PROTECTION OF PROPERTY: All existing structures, utilities, services, roads, trees, shrubbery, etc. located on County property shall be protected against damage or interrupted services at all times by the Vendor during the term of this contract.

The Vendor shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Vendor's operation on the property to the satisfaction of the County.
DEMURRAGE CHARGES WILL NOT BE ALLOWED: The County shall not incur separate demurrage charges from Vendors who supply containers on an interim basis to the County in conjunction with this Solicitation. Any rental or demurrage charges for such containers that are normally charged by the Vendor must be reflected in the unit prices offered by the Vendor.

DELIVERY TO WAREHOUSE: The Vendor shall deliver all items requested through this solicitation to the Arapahoe County Detention Facility Warehouse which is located at 7375 South Potomac, Centennial, Colorado, 80112. Official inspection and acceptance of these items shall occur at this destination. Deliveries will be accepted from 7:00 a.m. to 5:00 p.m. Monday through Friday excluding County Holidays. Below are the 2016 Holidays that the County acknowledges and are subject to change annually:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day Observed

PACKING SLIP AND/OR DELIVERY TICKET: The Vendor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this Solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: Purchase Order number, date of order, a complete listing of items being delivered, and back order quantities and estimated delivery date of back orders if applicable and allowable. The County's Receiving representative has the authority to reject shipments that do not conform to this requirement.

DISCOUNTS OFFERED DURING TERM OF CONTRACT(S): The successful Vendor(s) may offer the County discounts below the original prices quoted in the Response during the term of the contract(s). In addition, Vendors are encouraged to offer additional discounts below the original prices quoted in the Response for large single orders. Such discounts cannot be considered in the evaluation of the Solicitation.

PRICE DECREASE DURING CONTRACT(S): If prices decrease during the term of the contract(s), the successful Vendor must notify the County of the lower prices so that all subsequent orders will reflect accurate pricing.

PRICE DISCOUNT OFF THE VENDOR'S PUBLISHED CATALOG PRICING: The Vendor shall quote a percentage discount off the Vendor's published catalog pricing (submit one copy of catalog with executed copy of this Solicitation). The resulting cost per item must also reflect all shipping and handling charges, trade discounts, and terms of payment.

PURCHASE OF OTHER ITEMS NOT LISTED ON THIS SOLICITATION BASED ON PERCENTAGE DISCOUNTS: While the County has listed all major items on the solicitation which are utilized by the County and/or departments in conjunction with their operations, there may be ancillary items that must be purchased by the County during the term of this contract. For this reason, Vendors are requested to quote a percentage discount from the Vendor's price list that will be offered to the County for items which do not appear on this solicitation. The County reserves the right to award these ancillary items to the successful Vendor or another Vendor based on the lowest actual price offered.

PURCHASE ORDERS PLACED WITH VENDOR DURING CONTRACT(S): All orders placed with the Vendor during the term of the contract(s) shall be issued by the County's Purchasing Division through a Purchase Order barring a unique Purchase Order number. The Vendor shall not fill any requests for materials or supplies until a Purchase Order has been

received from the County. A verbal Purchase Order number, however, may be issued to the Vendor by an agent of the Purchasing Division under emergency circumstances in advance of a written Purchase Order.

DELIVERY SHALL BE WITHIN FIFTEEN (15) CALENDAR DAYS: The Vendor shall make deliveries within fifteen (15) calendar days after the date of the Purchase Order. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful Vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the Vendor. In these cases, the Vendor shall notify the County of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

MATERIAL PRICED INCORRECTLY: As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the County discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

DUPLICATE SHIPMENTS ARE NOT ALLOWED: The County will not accept duplicate shipments of items. If the Vendor sends duplicate shipments to a County location, the Vendor shall either retrieve the items at no cost to the County or allow the County to retain the items at no cost to the County.

BACK ORDERS MUST BE FILLED WITHIN THIRTY (30) CALENDAR DAYS: If the Vendor experiences a back order of items from its manufacturer or distributor, the Vendor must insure that such back orders are filled within thirty (30) calendar days from the date of the initial delivery. In these cases, the Vendor must notify the County of these backorders in advance of the delivery date so appropriate steps can be taken by the County to prevent inadequate stock levels or stock-outs. The Vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the Vendor for any re procurement costs.

MATERIALS WILL BE SUPPLIED BY THE VENDOR: The Vendor hereby agrees that all materials supplied by the Vendor in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied by the Vendor are found to be defective or do not conform to Specifications, the County reserves the right to either cancel the order and return such materials to the Vendor at the Vendor's expense or require the Vendor to replace the materials at the Vendor's expense.

STOCK LEVELS SHALL BE MAINTAINED BY VENDOR: The successful Vendor shall ensure that adequate stock levels are maintained at its place of business and/or at its distributor's place of business in order to assure the County of prompt delivery. If the delivery terms specified in this Solicitation are not fulfilled by the Vendor, the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the Vendor for any re procurement costs incurred by the County.

TESTING OF RANDOM SAMPLES: A representative sample of items delivered by the Vendor may be randomly selected and tested for compliance with these Specifications. If the delivered commodities do not conform to these Specifications, the County shall either require replacement within a reasonable period of time or cancel the contract for cause.

SHELF LIFE OF STOCK: The successful Vendor(s) shall supply the County with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the Vendor prior to shipment to the County.

EQUAL PRODUCT CAN BE CONSIDERED UPON RECEIPT OF LABELS UNLESS OTHERWISE INDICATED: The manufacturer's name, brand name and/or model number are used in these Specifications for the sole purpose of establishing minimum requirements for level of quality, standards of performance and design required by the County and is in no way intended to prohibit offering other manufacturer's items of equal or similar material unless otherwise indicated on the Specification and Pricing Form. Where an equal or similar product is offered, the Vendor's Response must be accompanied by labels indicating the specification and ingredients for each equal or similar item offered. The County shall be the sole judge of equality or similarity and its decision shall be final in its best interest. Items identified as No Substitute on the Specification and Pricing Form are the only products that will be accepted on this Solicitation.

DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies, defects and/or damages in equipment or products delivered to the County in accordance with this Solicitation. All corrections shall be made within thirty (30) calendar days after such deficiencies, defects and/or damages are verbally reported to the Vendor by the Purchasing Division. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

PRODUCT RECALL: Vendor(s) awarded contract(s) under this solicitation shall be required to notify Arapahoe County's Purchasing Division of any manufacturer's recalls regarding items ordered under said contracts. The Vendor shall contact the Buyer by phone within two hours of notification by the manufacturer and shall follow-up in writing within 24 hours. Failure to comply with this requirement may be cause for termination of any existing contracts between the Vendor and the County and for removal from the County's approved vendor list(s).

SAMPLES OF PRODUCTS MAY BE REQUIRED DURING EVALUATION: After the Responses are opened by the County, the Vendors may be required to submit a sample of the goods to be supplied for evaluation by, and at no cost to, the County. If samples are required, the County will notify the Vendor of such and will specify the deadline for submission of the samples. Each individual sample must be clearly labeled with the Vendor's name, Solicitation number, manufacturer's name and brand name, and style number if applicable. All samples shall become the property of the County. The County reserves the right to perform its own testing procedures or to send any and all samples to any certifiable laboratory for analysis. On the basis of this testing and analysis, the County shall be the sole judge of the acceptability of the sample in conformance with the Specifications and its decision shall be final. Any samples submitted shall create an express warranty that the whole of the goods provided by the Vendor during the contract period shall conform to the sample submitted. The Vendor shall be required to provide adequate restitution to the County, in the manner described by the County, if this warranty is violated during the term of the contract.

SUBSTITUTION OF ITEMS: Substitute brands or models may be considered during the contract period for discontinued brands or models, unless otherwise stipulated as a 'no substitute' item in the Specifications. The Vendor shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of the County's Purchasing Division prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

WARRANTY SHALL BE FOR ONE YEAR: In addition to all other warranties that may be supplied by the Vendor, the Vendor shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of one year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full period identified above, regardless of whether the Vendor is under contract with the County at the time of defect. Any payment by the County on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions.

SHIPPING TERMS FOB DESTINATION: All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

MINIMUM DOLLAR VALUE: Arapahoe County will not be restricted by minimum order quantities.

FUEL ADJUSTMENTS (SURCHARGES): The County will not accept fuel adjustments from the firm unless a negotiated request for such adjustments are agreed by both parties as to amount and very specific timeframe. Such an agreement must be documented before the assessment date; the County will not honor such adjustments invoiced without the attachment of such agreement to the invoice.

METHOD OF PAYMENT PERIODIC INVOICES FROM COMPLETED DELIVERIES: The successful Vendor shall submit an invoice to the Arapahoe County Sheriff's Office – Budget and Logistics. The invoice shall reference the appropriate Purchase Order number, the delivery address, and the corresponding delivery ticket or packing slip number that was signed by the authorized representative of the County when the items were delivered and accepted. The periodic invoices shall not exceed thirty calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items. Invoices must match the pricing indicated on the Purchase Order. The Purchase Order pricing is based on the prices submitted by the successful Vendor offer. Incorrect invoicing will be returned to the awarded Vendor for correction. Any correspondence regarding adjustments in

pricing must be received by the Purchasing Division for review no less than ninety (90) days prior to contract renewal. Pricing adjustments not received and approved by the Purchasing Division during contract renewal will not be honored.

ACCIDENT PREVENTION: The Vendor shall be required to take safety precautions in an effort to protect persons and County property. All contractors and sub contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for same. Barricades shall be provided by the Vendor when work is performed in areas traversed by persons or when deemed necessary by the County's Project Manager.

TOXIC SUBSTANCES: The Federal 'Right to Know' Regulations implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances in the workplace to which they may be exposed, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. Accordingly, all Responses must be accompanied by Material Safety Data Sheets (MSDS), provided, however, that the low Vendor may be given the opportunity to submit these Sheets to the County during the Response evaluation period in the best interest of the County.

CATASTROPHIC EMERGENCY SERVICE: This clause may be enforced by the County only upon the issuance of a State of Colorado, Governor Emergency Proclamation or declaration of a State of Emergency by either the Federal Emergency Management Authority or the Arapahoe County Board of County Commissioners. The purpose of this clause is to establish response priority, pricing base and pre-positioning for the County should one or more of the Emergency Declarations be issued.

Upon the issuance of one or more of the Emergency Declarations, the Consultant agrees to provide catastrophic emergency services on 24 hours/seven-days-a-week basis. During regular work hours, as defined by Arapahoe County, catastrophic emergency services response time shall be no more than twelve (12) hours after verbal notification by the County of such an emergency. During non work hours, the emergency services response time shall be no more than twenty-four (24) hours after verbal notification by the County. The Consultant shall submit a detailed written estimate, which outlines the recommended corrective measures, to the County's Project Manager or designated point of contact for approval prior to the initiation of the services. The County's Project Manager or designated point of contact may verbally waive this requirement if found to be in the County's best interest.

PURCHASE BY OTHER GOVERNMENTAL AGENCIES: Each governmental unit which avails itself of this contract will establish its own contact, place its own orders, issues its own purchase orders, be invoiced there from and make its own payments and issue its own exemption certifications as required by the Vendor. It is understood and agreed that Arapahoe County is not a legally binding party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.This Agreement is in effect October 1, 2016 through September 30, 2017, at which time the County shall have the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three additional years. The option is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. During the option period, the County will consider an adjustment to the pricing if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The Vendor shall notify the County of such adjustments during the option period a minimum of ninety (90) calendar days prior to the effective date of the new price to be charged to the County. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

PURCHASE AGREEMENT

Bid Number: IFB-16-51, Detention Warehouse Inventory

THIS AGREEMENT, entered into as of the 31st day of October, 2016, by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County"), and Intoximeters, Inc. (hereinafter referred to as the "Seller").

WHEREAS, the County desires to engage the Seller to purchase the goods described in Section 1 of Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Description of Goods.** The Seller agrees to convey and deliver to County the goods identified in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Delivery.** The time, place and manner of delivery of the goods shall be as specified in Section 2 of Exhibit A. All time limits are of the essence in this Agreement. Each delivery of goods shall be accompanied by an itemized invoice and any documents of title. The County reserves the right to reject and return to the Seller, at Seller's expense, such portion of any goods delivered as may be defective or not in conformance with the specifications, without invalidating Seller's obligations under this Agreement. Title to the goods shall not transfer until the goods have been delivered in full conformance with the Agreement, and until the goods have been inspected and accepted by the County. Unless otherwise indicated in Exhibit A, the goods shall be delivered FOB Destination, freight prepaid.

3. **Installation.** If indicated in Section 3 of Exhibit A, Seller shall install the goods. Installation of the goods shall be performed in a good and workmanlike manner, and in conformance with any applicable specifications. Seller shall fully cooperate with the County in arranging a suitable time for installation. Seller shall be responsible for any costs of replacement or repair incurred by the County as a result of injury or damage to the County's property due to Seller's negligence in installing the goods. The Seller represents, covenants and agrees that its work will be accurate and free from any material errors.

4. **Maintenance.** If it is indicated in Section 4 of Exhibit A that Seller shall provide maintenance, Seller shall regularly maintain the goods in good working order and in compliance with the manufacturer's specifications for the time period specified. Seller shall also provide qualified repair personnel at the site within 24 hours of receipt of telephonic notification of a breakdown or failure of the goods from the County. Seller shall be compensated for maintenance as indicated in Section 5 of Exhibit A. Seller shall provide a separate invoice for all maintenance charges and the County shall have 45 days from receipt of the invoice to make payment. Unless it is indicated in Section 5 of Exhibit A that maintenance includes labor only, maintenance shall include all labor, materials and parts. If it is indicated in Section 5 of Exhibit A that maintenance includes labor only, all necessary materials and parts shall be provided by Seller at the lowest market rate and payment for such will not be authorized unless a purchase order is issued and signed by an authorized official. County may terminate Seller's obligation to provide maintenance upon 14 days' notice to Seller and County shall bear no further liability for maintenance charges. Upon termination Seller shall refund any pre-paid maintenance charges. The Seller represents, covenants and agrees that its work will be accurate and free from any material errors.

5. **Method of Payment.** The County will compensate Seller for the goods as specified in Section 5 of Exhibit A, subject to: 1) proper delivery (and installation where applicable) of the goods by Seller, 2) inspection and acceptance by the County, and 3) the availability of appropriated funds within the annual budget. Such compensation is inclusive of all relevant sales and/or use taxes, and all costs of delivery and installation (unless specifically stated otherwise in Exhibit A).

6. **Warranties.**

A. Conformance to Specifications. Seller warrants that the goods shall conform in all respects to any and all specifications, including performance specifications, set forth in Section 1 of Exhibit A or in any applicable Request for Bid/Proposal, which is incorporated herein by reference.

B. Absence of Liens. Seller warrants that the goods shall be delivered free of any security interest or other lien or encumbrance of which County has no actual knowledge at the time of execution of this Agreement.

C. Title. Seller warrants that Seller has absolute and good title to the goods purchased herein, and in the event any claim arises concerning Sellers ownership of the goods purchased herein a breach of the warranty of title shall have occurred.

D. Patents and Trademarks. Seller warrants that the goods shall be delivered free of any patent or trademark infringement claims. Seller shall indemnify the County against any and all costs and liabilities, including attorneys fees, arising from patent or trademark infringement claims on account of any goods furnished by Seller pursuant to this Agreement.

E. Condition. Seller warrants that all goods purchased under this Agreement shall, unless specifically indicated otherwise in each case, be new, unused and of good quality, and shall be free from defects in materials or workmanship. Seller shall repair or replace all defective goods at its expense, including shipping/delivery/installation costs.

F. Warranties are Cumulative/Incorporation of Warranties. It is the parties' intention that all warranties, expressed or implied, are cumulative, and that the express warranties stated herein are in addition to any implied warranties. All express warranties provided by Seller in addition to those warranties stated herein, and all implied warranties, are incorporated herein by reference and are thereby made a part of this Agreement.

7. **General Terms and Conditions.**

A. Termination of Agreement. The County shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof. Unless expressly stated otherwise in the notice, Seller shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Seller shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Seller shall be entitled to receive compensation in accordance with this Agreement for any satisfactory goods provided and services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination. Notwithstanding the above, the Seller shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Seller.

B. Audit. The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Seller which are pertinent to the Seller's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Seller shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records which are pertinent to the Seller's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

C. Equal Employment Opportunity. While performing this Agreement, the Seller shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

D. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any Exhibit, attachment or bid proposal, the language of this Agreement shall govern.

E. Compliance with Laws/Licenses and Permits. Seller shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. Seller shall be responsible for obtaining all licenses and permits necessary to convey the goods and to perform any maintenance required by the Agreement.

F. No Waiver of Rights. The County's approval or acceptance of, or payment for, the goods shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

G. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Seller written notice of such non-appropriation.

H. Conflict of Interest/Ethics. The Seller shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Seller with regard to providing services pursuant to this Agreement. The Seller shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Ethical Principles and Guidelines.

I. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Seller substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Seller. These remedial actions are as follows:

1) Suspend Seller's performance pending necessary corrective action as specified by the County without the Seller's entitlement to an increase in price/cost or a time extension; and/or

2) Withhold payment to the Seller until the necessary services or corrections in performance are satisfactorily completed; and/or

3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Seller, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, it its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Seller of its exercise of any of the foregoing remedial actions.

J. Force Majeure. Neither the Seller nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

K. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Seller. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

L. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

M. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Seller agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Seller to perform the services and accomplish the tasks described. Seller accepts the relationship of trust and confidence established between Seller and the County by this Agreement. Seller covenants with the County to use its best efforts. Seller shall further the interests of the County according to the

County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

8. **Insurance.** In part to assure the County that the Seller is always capable of fulfilling the specified indemnification obligations, the Seller must purchase and maintain insurance of the kind and in the minimum amounts specified herein.

A. The Seller agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

1) Workers' Compensation Insurance: The Seller will maintain workers' compensation insurance covering the Seller for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
  - $1,000,000 bodily injury for each accident
  - $1,000,000 each employee for disease
  - $1,000,000 disease aggregate

The requirements of this provision shall apply to the Seller and to all subcontractors.

2) Commercial General Liability: The Seller will maintain commercial general liability insurance covering all operations by or on behalf of the Seller on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury. Such insurance will have these minimum limits and coverages:

Minimum Limits:

- $1,000,000 each occurrence
- $2,000,000 general aggregate
- $2,000,000 products and completed operations aggregate, if applicable

Coverages:

- Defense in addition to the limits of liability
- Severability of Interests Provision
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Seller and to all subcontractors.

3) Automobile Liability: The Seller will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection Minimum Limits:

Minimum Limit:

- $1,000,000 Combined Single Limit Each Accident

Coverages:

- MCS 90 for vehicles carrying hazardous materials

- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Seller and to all subcontractors.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Seller.

C. The Seller shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

D. Failure on the part of the Seller to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

9. **Insurance Certificates.**

A. The Seller shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Seller has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

10. **Indemnification.** The Seller shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Seller, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Seller's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of all obligations under this Agreement, and shall survive the termination of this Agreement.

11. **Independent Contractor.** The Seller is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Seller to perform maintenance or other work under the terms of this Agreement shall be and remain at all times employees of Seller or employees of their respective employers for all purposes.

12. **Notices.** Any notices/correspondence from one party to the other relating to this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 6 of Exhibit A.

13. **Assignment.** No assignment by Seller of any rights, including rights to money due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement, shall be allowed without written permission from the County.

14. **Force Majeure.** Neither the Seller nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

15. **Extent of Agreement.** This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the County and Seller. Any amendments to this must be in writing and be signed by both the County and Seller. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(PA Form 6/24/16)

SELLER : Intoximeters, Inc.

By: _____
(signature)

Title: President

Signed this 27th day of October, 2016

State of Colorado Missouri)
County of St. Louis)

Subscribed and sworn to before me this 27th day of October, 2016

by Christopher H. Dalton.

My commission expires 6-4-2017.

Catherine T. Orzel
Notary Public

CATHERINE T ORZEL
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: June 4, 2017
Commission # 13529074

S E A L

ATTEST: Clerk to the Board

_____

Date: _____

ARAPAHOE COUNTY

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

EXHIBIT A to Purchasing Agreement between the County and Intoximeters, Inc.
Bid Number: IFB-16-51.

1. **Goods.** The Seller hereby agrees to and accepts the responsibility for providing the following goods:
Operating Supplies

ACG Material #	ITEM	Price	Item No.
50000371	TUBE, PBT, BREATHALYZER-SHORT	$ 0.19	23-0040-00
50000523	FST BREATHALIZER TUBE	$ 0.19	23-0120-00.

2. **Delivery.**

☐ The goods shall be delivered on at the following location .

☐ The goods shall be delivered in installments as follows:

☒ Other: The Seller shall make deliveries within fifteen (15) calendar days after the date of the Purchase Order.

3. **Installation.**

☐ The goods shall be installed by Seller at the time of delivery.

4. **Maintenance.**

☐ Seller shall maintain the goods for the period of .

☐ Maintenance services include labor only.

Seller shall be compensated for maintenance services provided under this Agreement (in addition to the compensation listed below for the sale of the goods) as follows: .

A. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Seller certifies and agrees as follows:

1) The Seller shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

2) The Seller shall not enter into a contract with a subcontractor that fails to certify to the Seller that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3) The Seller has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification ("e-verify") program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment ("Department").

4) The Seller shall not use the e-verify or Department programs to undertake preemployment screening of job applicants while this Agreement is being performed.

5) If the Seller obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Seller shall: (a) notify the subcontractor and the County within three days that the Seller has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Seller shall not

terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6) The Seller shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

7) If the Seller violates any of the provisions of this section 4.Q. the County may immediately terminate this Agreement effective upon the receipt by Seller of written notice of termination from the County, and the Seller shall be liable for actual and consequential damages to the County.

8) Compliance with this subsection (a) is not required if the Seller is a governmental entity.

5. **Payment.** The County agrees to compensate Seller for the sale of the goods detailed in Section 1 above, Goods, as follows (choose one):

☐ Single lump sum, due within 45 days of delivery and acceptance of all goods covered by the Agreement, in the amount of: .

☐ Separate payments for each delivery of goods, due within 45 days of acceptance of each portion of the goods delivered, in the amount of/at the rate of: .

☒ Other: Payment for each delivery of goods recieved. Invoices must match the pricing indicated on the Purchase Order.

The total amount of compensation for the goods under this Agreement shall not exceed (excluding any charges for maintenance as described above) Seller agrees to meet the minimum quantities as set forth in IFB-16-51 for the products awarded and referneced on the attached spreadsheet. No guarantee is expressed or implied as to additional quantities.

6. **Addresses.** The addresses for Notices/Correspondence are as follows:

To County:

Arapahoe County Attorney
5334 S. Prince St.
Littleton, CO 80120-1136

and (send to both)

Arapahoe County Sheriff's Office
7375 S. Potomac St.
Centennial, CO 80112

To Seller:

Amanda Ahne, Sales & Marketing Coordinator
Intoximeters, Inc.
2081 Craig Rd.
St. Louis, MO 63146

7. **Incorporated Documents.** The following documents are incorporated herein by reference and made a part of this Agreement:

☒ Invitation for Bid # 16-51, Detention Warehouse Inventory

☐ Request for Proposal #

☐ Other:

In the event of any conflicts between this Agreement and any attached documents, this Agreement shall control.

8. **Special Conditions.**

☐ No special conditions

☒ Special Conditions are as follows:

OPTION TO RENEW FOR SUBSEQUENT THREE (3) YEARS (WITH PRICE ADJUSTMENTS): The prices or discounts quoted in this Solicitation shall prevail during the specified term of the contract, at which time the County shall have the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three additional years. This option is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. The County will consider two (2) adjustment periods to the pricing structure if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The manufacturer letter must be submitted with the request in order to be considered. The Vendor shall notify the County of such adjustments, twice during the contract year; 1st notification – on January 01st & 2nd notification – on July 01st. The County requests a minimum of thirty (30) calendar days to allow for review and approvals. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

LIMITED CONTRACT(S) EXTENSION TO MAINTAIN SERVICE LEVELS: It is hereby agreed and understood that these contracts may be extended for an additional thirty (30) day transitional period after the contract is scheduled for termination and after any option years have been exercised. During this transitional period, the Vendor agrees to continue the same or a reduced level of service to the County at the same prices while the new contract, also in force, is being mobilized. The Vendor shall be allowed to invoice the County for this additional period on a pro rated basis.

LIMITED CONTRACT(S) EXTENSION TO COMPLETE DELIVERIES: Any specific deliveries that commence prior to the termination date of these contracts and which will extend beyond the termination date shall, unless terminated by mutual agreement by both parties, continue until completion at the same prices, terms and conditions as set forth herein.

COMPETENCY OF VENDORS - MINIMUM THREE (3) YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Vendor's facility may be made prior to award of contract. Responses will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this Solicitation for a minimum period of three (3) years prior to the date of this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the County. The County reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the County) in making the award in the best interests of the County.

QUALIFICATIONS OF VENDOR: The County may make such investigations as deemed necessary to determine the ability of the Vendor to perform work, and the Vendor shall furnish all information and data for this purpose as the County requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Vendor fails to satisfy the County that such Vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

NUMBER OF DELIVERIES WITHIN CONTRACT PERIOD WILL BE BASED ON JUST IN TIME PURCHASING: The County recently converted its Warehouse operations to 'Just in Time' purchasing and ordering. This ordering process

allows the County Warehouse to carry a lower inventory by ordering stock items from successful Vendors on a more frequent basis.

CONSIGNMENT OF CONTRACT NOT ALLOWED: Responses will only be considered from firms which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another vendor.

ELIMINATION FROM CONSIDERATION: An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the County upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the County, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

METHOD OF AWARD – BY GROUP, ITEM OR A COMBINATION: It is the intent of the County to award this Contract to the lowest responsive, responsible Vendor on a group-by-group basis, an item by item basis, or a combination of the two whichever is most advantageous to Arapahoe County. Notwithstanding, the County reserves the right to alter this method of award if such alteration results in a cost savings to the County.

PRIMARY VENDOR DESIGNATION: While the Method of Award contained within these Specifications prescribes the method for determining the lowest responsive, responsible Vendor, the County reserves the right to award this contract to the designated lowest Vendor as the Primary Vendor and to the designated second lowest Vendor(s) as the Secondary Vendor(s). If the County exercises this right, the Primary Vendor shall be given the first opportunity to perform the service or deliver the goods identified in this contract. If the Primary Vendor declines this opportunity, the County shall seek the identified goods or services from the Secondary Vendor(s).

SUB CONTRACTORS OF WORK SHALL BE IDENTIFIED: As part of its Response, the Vendor shall be required to identify any and all sub contractors that will be used in the performance of the contract resulting from this Solicitation. The Vendor shall also identify the capabilities, experience and portion of the work to be performed by the sub contractor(s). The competency of the sub contractor(s) with respect to skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County.

FEDERAL STANDARDS COMPLIANCE: All items to be purchased in conjunction with this Solicitation shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

PROTECTION OF PROPERTY: All existing structures, utilities, services, roads, trees, shrubbery, etc. located on County property shall be protected against damage or interrupted services at all times by the Vendor during the term of this contract. The Vendor shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Vendor's operation on the property to the satisfaction of the County.

DEMURRAGE CHARGES WILL NOT BE ALLOWED: The County shall not incur separate demurrage charges from Vendors who supply containers on an interim basis to the County in conjunction with this Solicitation. Any rental or demurrage charges for such containers that are normally charged by the Vendor must be reflected in the unit prices offered by the Vendor.

DELIVERY TO WAREHOUSE: The Vendor shall deliver all items requested through this solicitation to the Arapahoe County Detention Facility Warehouse which is located at 7375 South Potomac, Centennial, Colorado, 80112. Official inspection and acceptance of these items shall occur at this destination. Deliveries will be accepted from 7:00 a.m. to 5:00 p.m. Monday through Friday excluding County Holidays. Below are the 2016 Holidays that the County acknowledges and are subject to change annually:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Independence Day

- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day Observed

PACKING SLIP AND/OR DELIVERY TICKET: The Vendor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this Solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: Purchase Order number, date of order, a complete listing of items being delivered, and back order quantities and estimated delivery date of back orders if applicable and allowable. The County's Receiving representative has the authority to reject shipments that do not conform to this requirement.

DISCOUNTS OFFERED DURING TERM OF CONTRACT(S): The successful Vendor(s) may offer the County discounts below the original prices quoted in the Response during the term of the contract(s). In addition, Vendors are encouraged to offer additional discounts below the original prices quoted in the Response for large single orders. Such discounts cannot be considered in the evaluation of the Solicitation.

PRICE DECREASE DURING CONTRACT(S): If prices decrease during the term of the contract(s), the successful Vendor must notify the County of the lower prices so that all subsequent orders will reflect accurate pricing.

PRICE DISCOUNT OFF THE VENDOR'S PUBLISHED CATALOG PRICING: The Vendor shall quote a percentage discount off the Vendor's published catalog pricing (submit one copy of catalog with executed copy of this Solicitation). The resulting cost per item must also reflect all shipping and handling charges, trade discounts, and terms of payment.

PURCHASE OF OTHER ITEMS NOT LISTED ON THIS SOLICITATION BASED ON PERCENTAGE DISCOUNTS: While the County has listed all major items on the solicitation which are utilized by the County and/or departments in conjunction with their operations, there may be ancillary items that must be purchased by the County during the term of this contract. For this reason, Vendors are requested to quote a percentage discount from the Vendor's price list that will be offered to the County for items which do not appear on this solicitation. The County reserves the right to award these ancillary items to the successful Vendor or another Vendor based on the lowest actual price offered.

PURCHASE ORDERS PLACED WITH VENDOR DURING CONTRACT(S): All orders placed with the Vendor during the term of the contract(s) shall be issued by the County's Purchasing Division through a Purchase Order barring a unique Purchase Order number. The Vendor shall not fill any requests for materials or supplies until a Purchase Order has been received from the County. A verbal Purchase Order number, however, may be issued to the Vendor by an agent of the Purchasing Division under emergency circumstances in advance of a written Purchase Order.

DELIVERY SHALL BE WITHIN FIFTEEN (15) CALENDAR DAYS: The Vendor shall make deliveries within fifteen (15) calendar days after the date of the Purchase Order. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful Vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the Vendor. In these cases, the Vendor shall notify the County of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

MATERIAL PRICED INCORRECTLY: As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the County discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

DUPLICATE SHIPMENTS ARE NOT ALLOWED: The County will not accept duplicate shipments of items. If the Vendor sends duplicate shipments to a County location, the Vendor shall either retrieve the items at no cost to the County or allow the County to retain the items at no cost to the County.

BACK ORDERS MUST BE FILLED WITHIN THIRTY (30) CALENDAR DAYS: If the Vendor experiences a back order of items from its manufacturer or distributor, the Vendor must insure that such back orders are filled within thirty (30) calendar days from the date of the initial delivery. In these cases, the Vendor must notify the County of these backorders in advance of the delivery date so appropriate steps can be taken by the County to prevent inadequate stock levels or stock-outs. The Vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the Vendor for any re procurement costs.

MATERIALS WILL BE SUPPLIED BY THE VENDOR: The Vendor hereby agrees that all materials supplied by the Vendor in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied by the Vendor are found to be defective or do not conform to Specifications, the County reserves the right to either cancel the order and return such materials to the Vendor at the Vendor's expense or require the Vendor to replace the materials at the Vendor's expense.

STOCK LEVELS SHALL BE MAINTAINED BY VENDOR: The successful Vendor shall ensure that adequate stock levels are maintained at its place of business and/or at its distributor's place of business in order to assure the County of prompt delivery. If the delivery terms specified in this Solicitation are not fulfilled by the Vendor, the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the Vendor for any re procurement costs incurred by the County.

TESTING OF RANDOM SAMPLES: A representative sample of items delivered by the Vendor may be randomly selected and tested for compliance with these Specifications. If the delivered commodities do not conform to these Specifications, the County shall either require replacement within a reasonable period of time or cancel the contract for cause.

SHELF LIFE OF STOCK: The successful Vendor(s) shall supply the County with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the Vendor prior to shipment to the County.

EQUAL PRODUCT CAN BE CONSIDERED UPON RECEIPT OF LABELS UNLESS OTHERWISE INDICATED: The manufacturer's name, brand name and/or model number are used in these Specifications for the sole purpose of establishing minimum requirements for level of quality, standards of performance and design required by the County and is in no way intended to prohibit offering other manufacturer's items of equal or similar material unless otherwise indicated on the Specification and Pricing Form. Where an equal or similar product is offered, the Vendor's Response must be accompanied by labels indicating the specification and ingredients for each equal or similar item offered. The County shall be the sole judge of equality or similarity and its decision shall be final in its best interest. Items identified as No Substitute on the Specification and Pricing Form are the only products that will be accepted on this Solicitation.

DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies, defects and/or damages in equipment or products delivered to the County in accordance with this Solicitation. All corrections shall be made within thirty (30) calendar days after such deficiencies, defects and/or damages are verbally reported to the Vendor by the Purchasing Division. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

PRODUCT RECALL: Vendor(s) awarded contract(s) under this solicitation shall be required to notify Arapahoe County's Purchasing Division of any manufacturer's recalls regarding items ordered under said contracts. The Vendor shall contact the Buyer by phone within two hours of notification by the manufacturer and shall follow-up in writing within 24 hours. Failure to comply with this requirement may be cause for termination of any existing contracts between the Vendor and the County and for removal from the County's approved vendor list(s).

SAMPLES OF PRODUCTS MAY BE REQUIRED DURING EVALUATION: After the Responses are opened by the County, the Vendors may be required to submit a sample of the goods to be supplied for evaluation by, and at no cost to, the County. If samples are required, the County will notify the Vendor of such and will specify the deadline for submission of the samples. Each individual sample must be clearly labeled with the Vendor's name, Solicitation number, manufacturer's name and brand name, and style number if applicable. All samples shall become the property of the County. The County reserves the right to perform its own testing procedures or to send any and all samples to any certifiable laboratory for

analysis. On the basis of this testing and analysis, the County shall be the sole judge of the acceptability of the sample in conformance with the Specifications and its decision shall be final. Any samples submitted shall create an express warranty that the whole of the goods provided by the Vendor during the contract period shall conform to the sample submitted. The Vendor shall be required to provide adequate restitution to the County, in the manner described by the County, if this warranty is violated during the term of the contract.

SUBSTITUTION OF ITEMS: Substitute brands or models may be considered during the contract period for discontinued brands or models, unless otherwise stipulated as a 'no substitute' item in the Specifications. The Vendor shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of the County's Purchasing Division prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

WARRANTY SHALL BE FOR ONE YEAR: In addition to all other warranties that may be supplied by the Vendor, the Vendor shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of one year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full period identified above, regardless of whether the Vendor is under contract with the County at the time of defect. Any payment by the County on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions.

SHIPPING TERMS FOB DESTINATION: All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

MINIMUM DOLLAR VALUE: Arapahoe County will not be restricted by minimum order quantities.

FUEL ADJUSTMENTS (SURCHARGES): The County will not accept fuel adjustments from the firm unless a negotiated request for such adjustments are agreed by both parties as to amount and very specific timeframe. Such an agreement must be documented before the assessment date; the County will not honor such adjustments invoiced without the attachment of such agreement to the invoice.

METHOD OF PAYMENT PERIODIC INVOICES FROM COMPLETED DELIVERIES: The successful Vendor shall submit an invoice to the Arapahoe County Sheriff's Office – Budget and Logistics. The invoice shall reference the appropriate Purchase Order number, the delivery address, and the corresponding delivery ticket or packing slip number that was signed by the authorized representative of the County when the items were delivered and accepted. The periodic invoices shall not exceed thirty calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items. Invoices must match the pricing indicated on the Purchase Order. The Purchase Order pricing is based on the prices submitted by the successful Vendor offer. Incorrect invoicing will be returned to the awarded Vendor for correction. Any correspondence regarding adjustments in pricing must be received by the Purchasing Division for review no less than ninety (90) days prior to contract renewal. Pricing adjustments not received and approved by the Purchasing Division during contract renewal will not be honored.

ACCIDENT PREVENTION: The Vendor shall be required to take safety precautions in an effort to protect persons and County property. All contractors and sub contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for same. Barricades shall be provided by the Vendor when work is performed in areas traversed by persons or when deemed necessary by the County's Project Manager.

TOXIC SUBSTANCES: The Federal 'Right to Know' Regulations implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances in the workplace to which they may be exposed, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. Accordingly, all Responses must be accompanied by Material Safety Data Sheets (MSDS), provided, however, that the low Vendor may be given the opportunity to submit these Sheets to the County during the Response evaluation period in the best interest of the County.

CATASTROPHIC EMERGENCY SERVICE: This clause may be enforced by the County only upon the issuance of a State of Colorado, Governor Emergency Proclamation or declaration of a State of Emergency by either the Federal Emergency Management Authority or the Arapahoe County Board of County Commissioners. The purpose of this clause is to establish response priority, pricing base and pre-positioning for the County should one or more of the Emergency Declarations be issued.

Upon the issuance of one or more of the Emergency Declarations, the Consultant agrees to provide catastrophic emergency services on 24 hours/seven-days-a-week basis. During regular work hours, as defined by Arapahoe County, catastrophic emergency services response time shall be no more than twelve (12) hours after verbal notification by the County of such an emergency. During non work hours, the emergency services response time shall be no more than twenty-four (24) hours after verbal notification by the County. The Consultant shall submit a detailed written estimate, which outlines the recommended corrective measures, to the County's Project Manager or designated point of contact for approval prior to the initiation of the services. The County's Project Manager or designated point of contact may verbally waive this requirement if found to be in the County's best interest.

PURCHASE BY OTHER GOVERNMENTAL AGENCIES: Each governmental unit which avails itself of this contract will establish its own contact, place its own orders, issues its own purchase orders, be invoiced there from and make its own payments and issue its own exemption certifications as required by the Vendor. It is understood and agreed that Arapahoe County is not a legally binding party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.This Agreement is in effect October 1, 2016 through September 30, 2017, at which time the County shall have the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three additional years. The option is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. During the option period, the County will consider an adjustment to the pricing if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The Vendor shall notify the County of such adjustments during the option period a minimum of ninety (90) calendar days prior to the effective date of the new price to be charged to the County. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

PURCHASE AGREEMENT

Bid Number: IFB-16-51, Detention Warehouse Inventory

THIS AGREEMENT, entered into as of the 31st day of October, 2016, by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County"), and Quill Corporation (hereinafter referred to as the "Seller").

WHEREAS, the County desires to engage the Seller to purchase the goods described in Section 1 of Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Description of Goods.** The Seller agrees to convey and deliver to County the goods identified in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Delivery.** The time, place and manner of delivery of the goods shall be as specified in Section 2 of Exhibit A. All time limits are of the essence in this Agreement. Each delivery of goods shall be accompanied by an itemized invoice and any documents of title. The County reserves the right to reject and return to the Seller, at Seller's expense, such portion of any goods delivered as may be defective or not in conformance with the specifications, without invalidating Seller's obligations under this Agreement. Title to the goods shall not transfer until the goods have been delivered in full conformance with the Agreement, and until the goods have been inspected and accepted by the County. Unless otherwise indicated in Exhibit A, the goods shall be delivered FOB Destination, freight prepaid.

3. **Installation.** If indicated in Section 3 of Exhibit A, Seller shall install the goods. Installation of the goods shall be performed in a good and workmanlike manner, and in conformance with any applicable specifications. Seller shall fully cooperate with the County in arranging a suitable time for installation. Seller shall be responsible for any costs of replacement or repair incurred by the County as a result of injury or damage to the County's property due to Seller's negligence in installing the goods. The Seller represents, covenants and agrees that its work will be accurate and free from any material errors.

4. **Maintenance.** If it is indicated in Section 4 of Exhibit A that Seller shall provide maintenance, Seller shall regularly maintain the goods in good working order and in compliance with the manufacturer's specifications for the time period specified. Seller shall also provide qualified repair personnel at the site within 24 hours of receipt of telephonic notification of a breakdown or failure of the goods from the County. Seller shall be compensated for maintenance as indicated in Section 5 of Exhibit A. Seller shall provide a separate invoice for all maintenance charges and the County shall have 45 days from receipt of the invoice to make payment. Unless it is indicated in Section 5 of Exhibit A that maintenance includes labor only, maintenance shall include all labor, materials and parts. If it is indicated in Section 5 of Exhibit A that maintenance includes labor only, all necessary materials and parts shall be provided by Seller at the lowest market rate and payment for such will not be authorized unless a purchase order is issued and signed by an authorized official. County may terminate Seller's obligation to provide maintenance upon 14 days' notice to Seller and County shall bear no further liability for maintenance charges. Upon termination Seller shall refund any pre-paid maintenance charges. The Seller represents, covenants and agrees that its work will be accurate and free from any material errors.

5. **Method of Payment.** The County will compensate Seller for the goods as specified in Section 5 of Exhibit A, subject to: 1) proper delivery (and installation where applicable) of the goods by Seller, 2) inspection and acceptance by the County, and 3) the availability of appropriated funds within the annual budget. Such compensation is inclusive of all relevant sales and/or use taxes, and all costs of delivery and installation (unless specifically stated otherwise in Exhibit A).

6. **Warranties.**

A. Conformance to Specifications. Seller warrants that the goods shall conform in all respects to any and all specifications, including performance specifications, set forth in Section 1 of Exhibit A or in any applicable Request for Bid/Proposal, which is incorporated herein by reference.

B. Absence of Liens. Seller warrants that the goods shall be delivered free of any security interest or other lien or encumbrance of which County has no actual knowledge at the time of execution of this Agreement.

C. Title. Seller warrants that Seller has absolute and good title to the goods purchased herein, and in the event any claim arises concerning Sellers ownership of the goods purchased herein a breach of the warranty of title shall have occurred.

D. Patents and Trademarks. Seller warrants that the goods shall be delivered free of any patent or trademark infringement claims. Seller shall indemnify the County against any and all costs and liabilities, including attorneys fees, arising from patent or trademark infringement claims on account of any goods furnished by Seller pursuant to this Agreement.

E. Condition. Seller warrants that all goods purchased under this Agreement shall, unless specifically indicated otherwise in each case, be new, unused and of good quality, and shall be free from defects in materials or workmanship. Seller shall repair or replace all defective goods at its expense, including shipping/delivery/installation costs.

F. Warranties are Cumulative/Incorporation of Warranties. It is the parties' intention that all warranties, expressed or implied, are cumulative, and that the express warranties stated herein are in addition to any implied warranties. All express warranties provided by Seller in addition to those warranties stated herein, and all implied warranties, are incorporated herein by reference and are thereby made a part of this Agreement.

7. **General Terms and Conditions.**

A. Termination of Agreement. The County shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof. Unless expressly stated otherwise in the notice, Seller shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Seller shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Seller shall be entitled to receive compensation in accordance with this Agreement for any satisfactory goods provided and services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination. Notwithstanding the above, the Seller shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Seller.

B. Audit. The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Seller which are pertinent to the Seller's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Seller shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records which are pertinent to the Seller's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

C. Equal Employment Opportunity. While performing this Agreement, the Seller shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

D. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any Exhibit, attachment or bid proposal, the language of this Agreement shall govern.

E. Compliance with Laws/Licenses and Permits. Seller shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. Seller shall be responsible for obtaining all licenses and permits necessary to convey the goods and to perform any maintenance required by the Agreement.

F. No Waiver of Rights. The County's approval or acceptance of, or payment for, the goods shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

G. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Seller written notice of such non-appropriation.

H. Conflict of Interest/Ethics. The Seller shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Seller with regard to providing services pursuant to this Agreement. The Seller shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Ethical Principles and Guidelines.

I. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Seller substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Seller. These remedial actions are as follows:

1) Suspend Seller's performance pending necessary corrective action as specified by the County without the Seller's entitlement to an increase in price/cost or a time extension; and/or

2) Withhold payment to the Seller until the necessary services or corrections in performance are satisfactorily completed; and/or

3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Seller, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, it its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Seller of its exercise of any of the foregoing remedial actions.

J. Force Majeure. Neither the Seller nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

K. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Seller. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

L. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

M. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Seller agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Seller to perform the services and accomplish the tasks described. Seller accepts the relationship of trust and confidence established between Seller and the County by this Agreement. Seller covenants with the County to use its best efforts. Seller shall further the interests of the County according to the

County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

8. **Insurance.** In part to assure the County that the Seller is always capable of fulfilling the specified indemnification obligations, the Seller must purchase and maintain insurance of the kind and in the minimum amounts specified herein.

A. The Seller agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

1) Workers' Compensation Insurance: The Seller will maintain workers' compensation insurance covering the Seller for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
  - $1,000,000 bodily injury for each accident
  - $1,000,000 each employee for disease
  - $1,000,000 disease aggregate

The requirements of this provision shall apply to the Seller and to all subcontractors.

2) Commercial General Liability: The Seller will maintain commercial general liability insurance covering all operations by or on behalf of the Seller on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury. Such insurance will have these minimum limits and coverages:

Minimum Limits:

- $1,000,000 each occurrence
- $2,000,000 general aggregate
- $2,000,000 products and completed operations aggregate, if applicable

Coverages:

- Defense in addition to the limits of liability
- Severability of Interests Provision
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Seller and to all subcontractors.

3) Automobile Liability: The Seller will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection Minimum Limits:

Minimum Limit:

- $1,000,000 Combined Single Limit Each Accident

Coverages:

- MCS 90 for vehicles carrying hazardous materials

- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Seller and to all subcontractors.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Seller.

C. The Seller shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

D. Failure on the part of the Seller to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

9. **Insurance Certificates.**

A. The Seller shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Seller has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

10. **Indemnification.** The Seller shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Seller, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Seller's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of all obligations under this Agreement, and shall survive the termination of this Agreement.

11. **Independent Contractor.** The Seller is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Seller to perform maintenance or other work under the terms of this Agreement shall be and remain at all times employees of Seller or employees of their respective employers for all purposes.

12. **Notices.** Any notices/correspondence from one party to the other relating to this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 6 of Exhibit A.

13. **Assignment.** No assignment by Seller of any rights, including rights to money due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement, shall be allowed without written permission from the County.

14. **Force Majeure.** Neither the Seller nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

15. **Extent of Agreement.** This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the County and Seller. Any amendments to this must be in writing and be signed by both the County and Seller. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(PA Form 6/24/16)

SELLER : Quill Corporation

By: _____
(signature)

Title: National Sales Manager

Signed this 27th day of October, 2016

State of ~~Colorado~~ ILLINOIS)
County of LAKE)

Subscribed and sworn to before me this 27th day of October, 2016

by Romi Moormeier.

My commission expires _____.

Conni Montrose
Notary Public

Official Seal
Conni Montrose
Notary Public, State of Illinois
My Commission Expires 9/14/2020

SEAL

ATTEST: Clerk to the Board

_____

Date: _____

ARAPAHOE COUNTY

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

EXHIBIT A to Purchasing Agreement between the County and Quill Corporation.
Bid Number: IFB-16-51.

1. **Goods.** The Seller hereby agrees to and accepts the responsibility for providing the following goods:

ACG Material #	ITEM	Price	Item No.
Chemical Supplies			
50000923	BLEACH 121OZ ULT LIQ CLOROX GERMICIDAL 3/CS	$12.67	951358
50000226	SEALER FLOOR - GREEN OPTION BID	$70.48	F330325
Janitorial Supplies			
50000611	SPRAY BOTTLE H2 ORANGE - GREEN	$0.47	IMPACT BID UNS32

2. **Delivery.**

☐ The goods shall be delivered on at the following location .

☐ The goods shall be delivered in installments as follows:

☒ Other: The Seller shall make deliveries within fifteen (15) calendar days after the date of the Purchase Order.

3. **Installation.**

☐ The goods shall be installed by Seller at the time of delivery.

4. **Maintenance.**

☐ Seller shall maintain the goods for the period of .

☐ Maintenance services include labor only.

Seller shall be compensated for maintenance services provided under this Agreement (in addition to the compensation listed below for the sale of the goods) as follows: .

A. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Seller certifies and agrees as follows:

1) The Seller shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

2) The Seller shall not enter into a contract with a subcontractor that fails to certify to the Seller that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3) The Seller has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification ("e-verify") program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment ("Department").

4) The Seller shall not use the e-verify or Department programs to undertake preemployment screening of job applicants while this Agreement is being performed.

5) If the Seller obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Seller shall: (a) notify the subcontractor and the County within three days that the Seller has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Seller shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6) The Seller shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

7) If the Seller violates any of the provisions of this section 4.Q. the County may immediately terminate this Agreement effective upon the receipt by Seller of written notice of termination from the County, and the Seller shall be liable for actual and consequential damages to the County.

8) Compliance with this subsection (a) is not required if the Seller is a governmental entity.

5. **Payment.** The County agrees to compensate Seller for the sale of the goods detailed in Section 1 above, Goods, as follows (choose one):

☐ Single lump sum, due within 45 days of delivery and acceptance of all goods covered by the Agreement, in the amount of: .

☐ Separate payments for each delivery of goods, due within 45 days of acceptance of each portion of the goods delivered, in the amount of/at the rate of: .

☒ Other: Payment for each delivery of goods recieved. Invoices must match the pricing indicated on the Purchase Order.

The total amount of compensation for the goods under this Agreement shall not exceed (excluding any charges for maintenance as described above) Seller agrees to meet the minimum quantities as set forth in IFB-16-51 for the products awarded and referneced on the attached spreadsheet. No guarantee is expressed or implied as to additional quantities.

6. **Addresses.** The addresses for Notices/Correspondence are as follows:

To County:

Arapahoe County Attorney
5334 S. Prince St.
Littleton, CO 80120-1136

and (send to both)

Arapahoe County Sheriff's Office
7375 S. Potomac St.
Centennial, CO 80112

To Seller:

Karrie Campanella
Quill Corporation
100 Schelter Rd.
Lincolnshire, IL 60069

7. **Incorporated Documents.** The following documents are incorporated herein by reference and made a part of this Agreement:

☒ Invitation for Bid # 16-51, Detention Warehouse Inventory

☐ Request for Proposal #

☐ Other:

In the event of any conflicts between this Agreement and any attached documents, this Agreement shall control.

8. **Special Conditions.**

☐ No special conditions

☒ Special Conditions are as follows:

OPTION TO RENEW FOR SUBSEQUENT THREE (3) YEARS (WITH PRICE ADJUSTMENTS): The prices or discounts quoted in this Solicitation shall prevail during the specified term of the contract, at which time the County shall have the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three additional years. This option is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. The County will consider two (2) adjustment periods to the pricing structure if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The manufacturer letter must be submitted with the request in order to be considered. The Vendor shall notify the County of such adjustments, twice during the contract year; 1st notification – on January 01st & 2nd notification – on July 01st. The County requests a minimum of thirty (30) calendar days to allow for review and approvals. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

LIMITED CONTRACT(S) EXTENSION TO MAINTAIN SERVICE LEVELS: It is hereby agreed and understood that these contracts may be extended for an additional thirty (30) day transitional period after the contract is scheduled for termination and after any option years have been exercised. During this transitional period, the Vendor agrees to continue the same or a reduced level of service to the County at the same prices while the new contract, also in force, is being mobilized. The Vendor shall be allowed to invoice the County for this additional period on a pro rated basis.

LIMITED CONTRACT(S) EXTENSION TO COMPLETE DELIVERIES: Any specific deliveries that commence prior to the termination date of these contracts and which will extend beyond the termination date shall, unless terminated by mutual agreement by both parties, continue until completion at the same prices, terms and conditions as set forth herein.

COMPETENCY OF VENDORS - MINIMUM THREE (3) YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Vendor's facility may be made prior to award of contract. Responses will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this Solicitation for a minimum period of three (3) years prior to the date of this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the County. The County reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the County) in making the award in the best interests of the County.

QUALIFICATIONS OF VENDOR: The County may make such investigations as deemed necessary to determine the ability of the Vendor to perform work, and the Vendor shall furnish all information and data for this purpose as the County requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any bid if the

evidence submitted by, or investigation of, such Vendor fails to satisfy the County that such Vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

NUMBER OF DELIVERIES WITHIN CONTRACT PERIOD WILL BE BASED ON JUST IN TIME PURCHASING: The County recently converted its Warehouse operations to 'Just in Time' purchasing and ordering. This ordering process allows the County Warehouse to carry a lower inventory by ordering stock items from successful Vendors on a more frequent basis.

CONSIGNMENT OF CONTRACT NOT ALLOWED: Responses will only be considered from firms which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another vendor.

ELIMINATION FROM CONSIDERATION: An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the County upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the County, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

METHOD OF AWARD – BY GROUP, ITEM OR A COMBINATION: It is the intent of the County to award this Contract to the lowest responsive, responsible Vendor on a group-by-group basis, an item by item basis, or a combination of the two whichever is most advantageous to Arapahoe County. Notwithstanding, the County reserves the right to alter this method of award if such alteration results in a cost savings to the County.

PRIMARY VENDOR DESIGNATION: While the Method of Award contained within these Specifications prescribes the method for determining the lowest responsive, responsible Vendor, the County reserves the right to award this contract to the designated lowest Vendor as the Primary Vendor and to the designated second lowest Vendor(s) as the Secondary Vendor(s). If the County exercises this right, the Primary Vendor shall be given the first opportunity to perform the service or deliver the goods identified in this contract. If the Primary Vendor declines this opportunity, the County shall seek the identified goods or services from the Secondary Vendor(s).

SUB CONTRACTORS OF WORK SHALL BE IDENTIFIED: As part of its Response, the Vendor shall be required to identify any and all sub contractors that will be used in the performance of the contract resulting from this Solicitation. The Vendor shall also identify the capabilities, experience and portion of the work to be performed by the sub contractor(s). The competency of the sub contractor(s) with respect to skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County.

FEDERAL STANDARDS COMPLIANCE: All items to be purchased in conjunction with this Solicitation shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

PROTECTION OF PROPERTY: All existing structures, utilities, services, roads, trees, shrubbery, etc. located on County property shall be protected against damage or interrupted services at all times by the Vendor during the term of this contract. The Vendor shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Vendor's operation on the property to the satisfaction of the County.

DEMURRAGE CHARGES WILL NOT BE ALLOWED: The County shall not incur separate demurrage charges from Vendors who supply containers on an interim basis to the County in conjunction with this Solicitation. Any rental or demurrage charges for such containers that are normally charged by the Vendor must be reflected in the unit prices offered by the Vendor.

DELIVERY TO WAREHOUSE: The Vendor shall deliver all items requested through this solicitation to the Arapahoe County Detention Facility Warehouse which is located at 7375 South Potomac, Centennial, Colorado, 80112. Official inspection and acceptance of these items shall occur at this destination. Deliveries will be accepted from 7:00 a.m. to 5:00 p.m. Monday through Friday excluding County Holidays. Below are the 2016 Holidays that the County acknowledges and are subject to change annually:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day Observed

PACKING SLIP AND/OR DELIVERY TICKET: The Vendor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this Solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: Purchase Order number, date of order, a complete listing of items being delivered, and back order quantities and estimated delivery date of back orders if applicable and allowable. The County's Receiving representative has the authority to reject shipments that do not conform to this requirement.

DISCOUNTS OFFERED DURING TERM OF CONTRACT(S): The successful Vendor(s) may offer the County discounts below the original prices quoted in the Response during the term of the contract(s). In addition, Vendors are encouraged to offer additional discounts below the original prices quoted in the Response for large single orders. Such discounts cannot be considered in the evaluation of the Solicitation.

PRICE DECREASE DURING CONTRACT(S): If prices decrease during the term of the contract(s), the successful Vendor must notify the County of the lower prices so that all subsequent orders will reflect accurate pricing.

PRICE DISCOUNT OFF THE VENDOR'S PUBLISHED CATALOG PRICING: The Vendor shall quote a percentage discount off the Vendor's published catalog pricing (submit one copy of catalog with executed copy of this Solicitation). The resulting cost per item must also reflect all shipping and handling charges, trade discounts, and terms of payment.

PURCHASE OF OTHER ITEMS NOT LISTED ON THIS SOLICITATION BASED ON PERCENTAGE DISCOUNTS: While the County has listed all major items on the solicitation which are utilized by the County and/or departments in conjunction with their operations, there may be ancillary items that must be purchased by the County during the term of this contract. For this reason, Vendors are requested to quote a percentage discount from the Vendor's price list that will be offered to the County for items which do not appear on this solicitation. The County reserves the right to award these ancillary items to the successful Vendor or another Vendor based on the lowest actual price offered.

PURCHASE ORDERS PLACED WITH VENDOR DURING CONTRACT(S): All orders placed with the Vendor during the term of the contract(s) shall be issued by the County's Purchasing Division through a Purchase Order barring a unique Purchase Order number. The Vendor shall not fill any requests for materials or supplies until a Purchase Order has been received from the County. A verbal Purchase Order number, however, may be issued to the Vendor by an agent of the Purchasing Division under emergency circumstances in advance of a written Purchase Order.

DELIVERY SHALL BE WITHIN FIFTEEN (15) CALENDAR DAYS: The Vendor shall make deliveries within fifteen (15) calendar days after the date of the Purchase Order. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful Vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the Vendor. In these cases, the Vendor shall notify the County of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

MATERIAL PRICED INCORRECTLY: As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the County discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

DUPLICATE SHIPMENTS ARE NOT ALLOWED: The County will not accept duplicate shipments of items. If the Vendor sends duplicate shipments to a County location, the Vendor shall either retrieve the items at no cost to the County or allow the County to retain the items at no cost to the County.

BACK ORDERS MUST BE FILLED WITHIN THIRTY (30) CALENDAR DAYS: If the Vendor experiences a back order of items from its manufacturer or distributor, the Vendor must insure that such back orders are filled within thirty (30) calendar days from the date of the initial delivery. In these cases, the Vendor must notify the County of these backorders in advance of the delivery date so appropriate steps can be taken by the County to prevent inadequate stock levels or stock-outs. The Vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the Vendor for any re procurement costs.

MATERIALS WILL BE SUPPLIED BY THE VENDOR: The Vendor hereby agrees that all materials supplied by the Vendor in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied by the Vendor are found to be defective or do not conform to Specifications, the County reserves the right to either cancel the order and return such materials to the Vendor at the Vendor's expense or require the Vendor to replace the materials at the Vendor's expense.

STOCK LEVELS SHALL BE MAINTAINED BY VENDOR: The successful Vendor shall ensure that adequate stock levels are maintained at its place of business and/or at its distributor's place of business in order to assure the County of prompt delivery. If the delivery terms specified in this Solicitation are not fulfilled by the Vendor, the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the Vendor for any re procurement costs incurred by the County.

TESTING OF RANDOM SAMPLES: A representative sample of items delivered by the Vendor may be randomly selected and tested for compliance with these Specifications. If the delivered commodities do not conform to these Specifications, the County shall either require replacement within a reasonable period of time or cancel the contract for cause.

SHELF LIFE OF STOCK: The successful Vendor(s) shall supply the County with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the Vendor prior to shipment to the County.

EQUAL PRODUCT CAN BE CONSIDERED UPON RECEIPT OF LABELS UNLESS OTHERWISE INDICATED: The manufacturer's name, brand name and/or model number are used in these Specifications for the sole purpose of establishing minimum requirements for level of quality, standards of performance and design required by the County and is in no way intended to prohibit offering other manufacturer's items of equal or similar material unless otherwise indicated on the Specification and Pricing Form. Where an equal or similar product is offered, the Vendor's Response must be accompanied by labels indicating the specification and ingredients for each equal or similar item offered. The County shall be the sole judge of equality or similarity and its decision shall be final in its best interest. Items identified as No Substitute on the Specification and Pricing Form are the only products that will be accepted on this Solicitation.

DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies, defects and/or damages in equipment or products delivered to the County in accordance with this Solicitation. All corrections shall be made within thirty (30) calendar days after such deficiencies, defects and/or damages are verbally reported to the Vendor by the Purchasing Division. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

PRODUCT RECALL: Vendor(s) awarded contract(s) under this solicitation shall be required to notify Arapahoe County's Purchasing Division of any manufacturer's recalls regarding items ordered under said contracts. The Vendor shall contact the Buyer by phone within two hours of notification by the manufacturer and shall follow-up in writing within 24 hours. Failure to comply with this requirement may be cause for termination of any existing contracts between the Vendor and the County and for removal from the County's approved vendor list(s).

SAMPLES OF PRODUCTS MAY BE REQUIRED DURING EVALUATION: After the Responses are opened by the County, the Vendors may be required to submit a sample of the goods to be supplied for evaluation by, and at no cost to, the County. If samples are required, the County will notify the Vendor of such and will specify the deadline for submission of the samples. Each individual sample must be clearly labeled with the Vendor's name, Solicitation number, manufacturer's name and brand name, and style number if applicable. All samples shall become the property of the County. The County reserves the right to perform its own testing procedures or to send any and all samples to any certifiable laboratory for analysis. On the basis of this testing and analysis, the County shall be the sole judge of the acceptability of the sample in conformance with the Specifications and its decision shall be final. Any samples submitted shall create an express warranty that the whole of the goods provided by the Vendor during the contract period shall conform to the sample submitted. The Vendor shall be required to provide adequate restitution to the County, in the manner described by the County, if this warranty is violated during the term of the contract.

SUBSTITUTION OF ITEMS: Substitute brands or models may be considered during the contract period for discontinued brands or models, unless otherwise stipulated as a 'no substitute' item in the Specifications. The Vendor shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of the County's Purchasing Division prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

WARRANTY SHALL BE FOR ONE YEAR: In addition to all other warranties that may be supplied by the Vendor, the Vendor shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of one year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full period identified above, regardless of whether the Vendor is under contract with the County at the time of defect. Any payment by the County on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions.

SHIPPING TERMS FOB DESTINATION: All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

MINIMUM DOLLAR VALUE: Arapahoe County will not be restricted by minimum order quantities.

FUEL ADJUSTMENTS (SURCHARGES): The County will not accept fuel adjustments from the firm unless a negotiated request for such adjustments are agreed by both parties as to amount and very specific timeframe. Such an agreement must be documented before the assessment date; the County will not honor such adjustments invoiced without the attachment of such agreement to the invoice.

METHOD OF PAYMENT PERIODIC INVOICES FROM COMPLETED DELIVERIES: The successful Vendor shall submit an invoice to the Arapahoe County Sheriff's Office – Budget and Logistics. The invoice shall reference the appropriate Purchase Order number, the delivery address, and the corresponding delivery ticket or packing slip number that was signed by the authorized representative of the County when the items were delivered and accepted. The periodic invoices shall not exceed thirty calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items. Invoices must match the pricing indicated on the Purchase Order. The Purchase Order pricing is based on the prices submitted by the successful Vendor offer. Incorrect invoicing will be returned to the awarded Vendor for correction. Any correspondence regarding adjustments in pricing must be received by the Purchasing Division for review no less than ninety (90) days prior to contract renewal. Pricing adjustments not received and approved by the Purchasing Division during contract renewal will not be honored.

ACCIDENT PREVENTION: The Vendor shall be required to take safety precautions in an effort to protect persons and County property. All contractors and sub contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for same. Barricades shall be provided by the Vendor when work is performed in areas traversed by persons or when deemed necessary by the County's Project Manager.

TOXIC SUBSTANCES: The Federal 'Right to Know' Regulations implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances in the workplace to which

they may be exposed, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. Accordingly, all Responses must be accompanied by Material Safety Data Sheets (MSDS), provided, however, that the low Vendor may be given the opportunity to submit these Sheets to the County during the Response evaluation period in the best interest of the County.

CATASTROPHIC EMERGENCY SERVICE: This clause may be enforced by the County only upon the issuance of a State of Colorado, Governor Emergency Proclamation or declaration of a State of Emergency by either the Federal Emergency Management Authority or the Arapahoe County Board of County Commissioners. The purpose of this clause is to establish response priority, pricing base and pre-positioning for the County should one or more of the Emergency Declarations be issued.

Upon the issuance of one or more of the Emergency Declarations, the Consultant agrees to provide catastrophic emergency services on 24 hours/seven-days-a-week basis. During regular work hours, as defined by Arapahoe County, catastrophic emergency services response time shall be no more than twelve (12) hours after verbal notification by the County of such an emergency. During non work hours, the emergency services response time shall be no more than twenty-four (24) hours after verbal notification by the County. The Consultant shall submit a detailed written estimate, which outlines the recommended corrective measures, to the County's Project Manager or designated point of contact for approval prior to the initiation of the services. The County's Project Manager or designated point of contact may verbally waive this requirement if found to be in the County's best interest.

PURCHASE BY OTHER GOVERNMENTAL AGENCIES: Each governmental unit which avails itself of this contract will establish its own contact, place its own orders, issues its own purchase orders, be invoiced there from and make its own payments and issue its own exemption certifications as required by the Vendor. It is understood and agreed that Arapahoe County is not a legally binding party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.This Agreement is in effect October 1, 2016 through September 30, 2017, at which time the County shall have the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three additional years. The option is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. During the option period, the County will consider an adjustment to the pricing if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The Vendor shall notify the County of such adjustments during the option period a minimum of ninety (90) calendar days prior to the effective date of the new price to be charged to the County. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

SupplyWorks

Operating Supplies

ACG Material #	ITEM	Price Pkg	Price	Item No.
50000361	RUBBERMAID WATER COOLER 10 GAL, ORANGE	$75.80	$75.80	Rubbermaid #16100111
50000366	ZIP TOP PLASTIC BAGS 10 X 12, 4 MIL	$73.20	$0.07	Elkay #F41012K
50000367	ZIP TOP PLASTIC BAG 5 X 8, 4 MIL	$30.08	$0.03	Elkay #F40508

Safety Supplies

50000533	SAFETY VEST, NEON ORANGE With SILVER & YELLOW STRIPES	$5.37	$5.37	LegendForce #2499613
50000093	HARD HAT,YELLOW	$4.83	$4.83	Erb Ind. #19132 (457920)
50000535	SAFETY GLASSES	$2.85	$2.85	LegendForce #2499571

Chemicals

50000480	FINISH, FLOOR, ACRYLIC, WAX, 5 gal	$49.35	$49.35	Diversey Mainstay #5104917
50000481	STRIPPER, FLOOR, RINSE FREE, 5 GAL	$44.52	$44.52	Diversey Bravo #5115958
50000660	AERO INSTANT HAND SANITIZER DISP. REFILL	$41.46	$6.91	DEB SBS #56824
50000700	HAND SANITIZER - AERO INSTANT, 13OZ PUMP	$76.44	$6.37	DEB SBS #56815

Janitorial

50000016	BUFFING PAD 18" RED	$12.05	$2.41	Renown #REN02046
50000017	BUFFING PAD 18" WHITE	$12.05	$2.41	Renown #REN02066
50000047	CORN BROOM	$3.85	$3.85	Renown #REN03997
50000052	COUNTER BRUSH 8"	$1.88	$1.88	Abco #00100
50000073	DUST PAN HEAVY DUTY, PLASTIC Rubbermaid # 2005	$2.24	$2.24	Renown #REN05135
50000098	BAG, WASTE, INFECTIOUS, 24 X 33, 11 MICR	$37.33	$0.04	Inteplast #S243311RH
50000114	CART, LAUNDRY, X FRAME, FOLDING (NO METAL)	$115.62	$115.62	Continental #275
50000116	WATER SOLUBLE LAUNDRY BAG 36"x 39" (sugar bag)	$128.64	$1.29	Pitt #WB548A
50000119	MOP HEAD, 24 OZ	$2.84	$2.84	Abco #CM-20024
50000121	MOP BUCKET "RHINO" INSTITUTIONAL COMBO	$40.45	$40.45	Continental #335-39YW
50000123	HANDLE - FIBERGLASS MOP w/GRIPPER	$6.65	$6.65	Abco #01208-NB
50000207	PAPER TOWEL SINGLE FOLD NON BLEACHED	$15.20	$0.95	SCA #SK1850A
50000210	PLUNGER SINK SMALL 4" RUBBER CUP	$0.80	$0.80	ProPlus #817166
50000223	SCRUB BRUSH HAND PLASTIC	$1.67	$1.67	Renown #REN03961
50000761	CARLISLE SQUEEGIE FLOOR BLUE 24" Foam Head - SPARTA SPRECTR	$20.33	$20.33	Carlisle #4156805
50000329	15" STRIPPING PAD BLACK	$9.35	$1.87	Renown #REN02013
50000344	TOILET BOWL MOP -ACRYLIC	$0.48	$0.48	Renonw #REN05137-IB
50000350	TP SPINDLE BOBRICK #14872	$3.51	$3.51	Bobrick #273-103 (806312)
50000680	TRASH LINER- 30X37 16MIC HIGH DENSITY-CLEAR	$26.70	$0.05	Republic #N303716IF
50000511	LINER, TRASH, 55 GAL CLEAR, 22ML XX HVY	$23.00	$0.15	Berry #HR366022N
50000356	TRASH CAN SMALL (OFFICE) Rubbermaid 13Qt	$3.35	$3.35	Continental #1358
50000357	URINAL SCREENS	$0.59	$0.59	Renown #REN03011-HP
50000365	WET FLOOR SIGN 2 SIDED 25IN HIGH	$5.40	$5.40	Renown #REN05114
50000415	TOILET SEAT COVER, FLUSHABLE,AMBITEX,	$24.20	$24.20	Renown #REN03801
50000570	MOP BUCKET W/DOWNPRESS RINGER	$71.21	$71.21	Continental #335-37W
50000820	ANTIMICROBIAL FOAM SOAP,(LAVENDER) TOUCH-FREE	$31.54	$15.77	Gojo #S5361-02

SupplyWorks

Operating Supplies

ACG Material #	ITEM	Price Pkg	Price	Item No.
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50000367	ZIP TOP PLASTIC BAG 5 X 8, 4 MIL	$30.08	$0.03	Elkay #F40508

Safety Supplies

50000533	SAFETY VEST, NEON ORANGE With SILVER & YELLOW STRIPES	$5.37	$5.37	LegendForce #2499613
50000093	HARD HAT,YELLOW	$4.83	$4.83	Erb Ind. #19132 (457920)
50000535	SAFETY GLASSES	$2.85	$2.85	LegendForce #2499571

Chemicals

50000480	FINISH, FLOOR, ACRYLIC, WAX, 5 gal	$49.35	$49.35	Diversey Mainstay #5104917
50000481	STRIPPER, FLOOR, RINSE FREE, 5 GAL	$44.52	$44.52	Diversey Bravo #5115958
50000660	AERO INSTANT HAND SANITIZER DISP. REFILL	$41.46	$6.91	DEB SBS #56824
50000700	HAND SANITIZER - AERO INSTANT, 13OZ PUMP	$76.44	$6.37	DEB SBS #56815

Janitorial

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50000047	CORN BROOM	$3.85	$3.85	Renown #REN03997
50000052	COUNTER BRUSH 8"	$1.88	$1.88	Abco #00100
50000073	DUST PAN HEAVY DUTY, PLASTIC Rubbermaid # 2005	$2.24	$2.24	Renown #REN05135
50000098	BAG, WASTE, INFECTIOUS, 24 X 33, 11 MICR	$37.33	$0.04	Inteplast #S243311RH
50000114	CART, LAUNDRY, X FRAME, FOLDING (NO METAL)	$115.62	$115.62	Continental #275
50000116	WATER SOLUBLE LAUNDRY BAG 36"x 39" (sugar bag)	$128.64	$1.29	Pitt #WB548A
50000119	MOP HEAD, 24 OZ	$2.84	$2.84	Abco #CM-20024
50000121	MOP BUCKET "RHINO" INSTITUTIONAL COMBO	$40.45	$40.45	Continental #335-39YW
50000123	HANDLE - FIBERGLASS MOP w/GRIPPER	$6.65	$6.65	Abco #01208-NB
50000207	PAPER TOWEL SINGLE FOLD NON BLEACHED	$15.20	$0.95	SCA #SK1850A
50000210	PLUNGER SINK SMALL 4" RUBBER CUP	$0.80	$0.80	ProPlus #817166
50000223	SCRUB BRUSH HAND PLASTIC	$1.67	$1.67	Renown #REN03961
50000761	CARLISLE SQUEEGIE FLOOR BLUE 24" Foam Head - SPARTA SPRECTR	$20.33	$20.33	Carlisle #4156805
50000329	15" STRIPPING PAD BLACK	$9.35	$1.87	Renown #REN02013
50000344	TOILET BOWL MOP -ACRYLIC	$0.48	$0.48	Renonw #REN05137-IB
50000350	TP SPINDLE BOBRICK #14872	$3.51	$3.51	Bobrick #273-103 (806312)
50000680	TRASH LINER- 30X37 16MIC HIGH DENSITY-CLEAR	$26.70	$0.05	Republic #N303716IF
50000511	LINER, TRASH, 55 GAL CLEAR, 22ML XX HVY	$23.00	$0.15	Berry #HR366022N
50000356	TRASH CAN SMALL (OFFICE) Rubbermaid 13Qt	$3.35	$3.35	Continental #1358
50000357	URINAL SCREENS	$0.59	$0.59	Renown #REN03011-HP
50000365	WET FLOOR SIGN 2 SIDED 25IN HIGH	$5.40	$5.40	Renown #REN05114
50000415	TOILET SEAT COVER, FLUSHABLE,AMBITEX,	$24.20	$24.20	Renown #REN03801
50000570	MOP BUCKET W/DOWNPRESS RINGER	$71.21	$71.21	Continental #335-37W
50000820	ANTIMICROBIAL FOAM SOAP,(LAVENDER) TOUCH-FREE	$31.54	$15.77	Gojo #S5361-02

SupplyWorks

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Safety Supplies

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50000093	HARD HAT,YELLOW	$4.83	$4.83	Erb Ind. #19132 (457920)
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50000481	STRIPPER, FLOOR, RINSE FREE, 5 GAL	$44.52	$44.52	Diversey Bravo #5115958
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50000052	COUNTER BRUSH 8"	$1.88	$1.88	Abco #00100
50000073	DUST PAN HEAVY DUTY, PLASTIC Rubbermaid # 2005	$2.24	$2.24	Renown #REN05135
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50000121	MOP BUCKET "RHINO" INSTITUTIONAL COMBO	$40.45	$40.45	Continental #335-39YW
50000123	HANDLE - FIBERGLASS MOP w/GRIPPER	$6.65	$6.65	Abco #01208-NB
50000207	PAPER TOWEL SINGLE FOLD NON BLEACHED	$15.20	$0.95	SCA #SK1850A
50000210	PLUNGER SINK SMALL 4" RUBBER CUP	$0.80	$0.80	ProPlus #817166
50000223	SCRUB BRUSH HAND PLASTIC	$1.67	$1.67	Renown #REN03961
50000761	CARLISLE SQUEEGIE FLOOR BLUE 24" Foam Head - SPARTA SPRECTR	$20.33	$20.33	Carlisle #4156805
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50000356	TRASH CAN SMALL (OFFICE) Rubbermaid 13Qt	$3.35	$3.35	Continental #1358
50000357	URINAL SCREENS	$0.59	$0.59	Renown #REN03011-HP
50000365	WET FLOOR SIGN 2 SIDED 25IN HIGH	$5.40	$5.40	Renown #REN05114
50000415	TOILET SEAT COVER, FLUSHABLE,AMBITEX,	$24.20	$24.20	Renown #REN03801
50000570	MOP BUCKET W/DOWNPRESS RINGER	$71.21	$71.21	Continental #335-37W
50000820	ANTIMICROBIAL FOAM SOAP,(LAVENDER) TOUCH-FREE	$31.54	$15.77	Gojo #S5361-02

SupplyWorks

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PURCHASE AGREEMENT

Bid Number: IFB-16-51, Detention Warehouse Inventory

THIS AGREEMENT, entered into as of the 31st day of October, 2016, by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County"), and Interline Brands, Inc. dba SupplyWorks (hereinafter referred to as the "Seller").

WHEREAS, the County desires to engage the Seller to purchase the goods described in Section 1 of Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Description of Goods.** The Seller agrees to convey and deliver to County the goods identified in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Delivery.** The time, place and manner of delivery of the goods shall be as specified in Section 2 of Exhibit A. All time limits are of the essence in this Agreement. Each delivery of goods shall be accompanied by an itemized invoice and any documents of title. The County reserves the right to reject and return to the Seller, at Seller's expense, such portion of any goods delivered as may be defective or not in conformance with the specifications, without invalidating Seller's obligations under this Agreement. Title to the goods shall not transfer until the goods have been delivered in full conformance with the Agreement, and until the goods have been inspected and accepted by the County. Unless otherwise indicated in Exhibit A, the goods shall be delivered FOB Destination, freight prepaid.

3. **Installation.** If indicated in Section 3 of Exhibit A, Seller shall install the goods. Installation of the goods shall be performed in a good and workmanlike manner, and in conformance with any applicable specifications. Seller shall fully cooperate with the County in arranging a suitable time for installation. Seller shall be responsible for any costs of replacement or repair incurred by the County as a result of injury or damage to the County's property due to Seller's negligence in installing the goods. The Seller represents, covenants and agrees that its work will be accurate and free from any material errors.

4. **Maintenance.** If it is indicated in Section 4 of Exhibit A that Seller shall provide maintenance, Seller shall regularly maintain the goods in good working order and in compliance with the manufacturer's specifications for the time period specified. Seller shall also provide qualified repair personnel at the site within 24 hours of receipt of telephonic notification of a breakdown or failure of the goods from the County. Seller shall be compensated for maintenance as indicated in Section 5 of Exhibit A. Seller shall provide a separate invoice for all maintenance charges and the County shall have 45 days from receipt of the invoice to make payment. Unless it is indicated in Section 5 of Exhibit A that maintenance includes labor only, maintenance shall include all labor, materials and parts. If it is indicated in Section 5 of Exhibit A that maintenance includes labor only, all necessary materials and parts shall be provided by Seller at the lowest market rate and payment for such will not be authorized unless a purchase order is issued and signed by an authorized official. County may terminate Seller's obligation to provide maintenance upon 14 days' notice to Seller and County shall bear no further liability for maintenance charges. Upon termination Seller shall refund any pre-paid maintenance charges. The Seller represents, covenants and agrees that its work will be accurate and free from any material errors.

5. **Method of Payment.** The County will compensate Seller for the goods as specified in Section 5 of Exhibit A, subject to: 1) proper delivery (and installation where applicable) of the goods by Seller, 2) inspection and acceptance by the County, and 3) the availability of appropriated funds within the annual budget. Such compensation is inclusive of all relevant sales and/or use taxes, and all costs of delivery and installation (unless specifically stated otherwise in Exhibit A).

6. **Warranties.**

A. Conformance to Specifications. Seller warrants that the goods shall conform in all respects to any and all specifications, including performance specifications, set forth in Section 1 of Exhibit A or in any applicable Request for Bid/Proposal, which is incorporated herein by reference.

B. Absence of Liens. Seller warrants that the goods shall be delivered free of any security interest or other lien or encumbrance of which County has no actual knowledge at the time of execution of this Agreement.

C. Title. Seller warrants that Seller has absolute and good title to the goods purchased herein, and in the event any claim arises concerning Sellers ownership of the goods purchased herein a breach of the warranty of title shall have occurred.

D. Patents and Trademarks. Seller warrants that the goods shall be delivered free of any patent or trademark infringement claims. Seller shall indemnify the County against any and all costs and liabilities, including attorneys fees, arising from patent or trademark infringement claims on account of any goods furnished by Seller pursuant to this Agreement.

E. Condition. Seller warrants that all goods purchased under this Agreement shall, unless specifically indicated otherwise in each case, be new, unused and of good quality, and shall be free from defects in materials or workmanship. Seller shall repair or replace all defective goods at its expense, including shipping/delivery/installation costs.

F. Warranties are Cumulative/Incorporation of Warranties. It is the parties' intention that all warranties, expressed or implied, are cumulative, and that the express warranties stated herein are in addition to any implied warranties. All express warranties provided by Seller in addition to those warranties stated herein, and all implied warranties, are incorporated herein by reference and are thereby made a part of this Agreement.

7. **General Terms and Conditions.**

A. Termination of Agreement. The County shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof. Unless expressly stated otherwise in the notice, Seller shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Seller shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Seller shall be entitled to receive compensation in accordance with this Agreement for any satisfactory goods provided and services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination. Notwithstanding the above, the Seller shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Seller.

B. Audit. The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Seller which are pertinent to the Seller's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Seller shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records which are pertinent to the Seller's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

C. Equal Employment Opportunity. While performing this Agreement, the Seller shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

D. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any Exhibit, attachment or bid proposal, the language of this Agreement shall govern.

E. Compliance with Laws/Licenses and Permits. Seller shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. Seller shall be responsible for obtaining all licenses and permits necessary to convey the goods and to perform any maintenance required by the Agreement.

F. No Waiver of Rights. The County's approval or acceptance of, or payment for, the goods shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

G. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Seller written notice of such non-appropriation.

H. Conflict of Interest/Ethics. The Seller shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Seller with regard to providing services pursuant to this Agreement. The Seller shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Ethical Principles and Guidelines.

I. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Seller substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Seller. These remedial actions are as follows:

1) Suspend Seller's performance pending necessary corrective action as specified by the County without the Seller's entitlement to an increase in price/cost or a time extension; and/or

2) Withhold payment to the Seller until the necessary services or corrections in performance are satisfactorily completed; and/or

3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Seller, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, it its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Seller of its exercise of any of the foregoing remedial actions.

J. Force Majeure. Neither the Seller nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

K. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Seller. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

L. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

M. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Seller agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Seller to perform the services and accomplish the tasks described. Seller accepts the relationship of trust and confidence established between Seller and the County by this Agreement. Seller covenants with the County to use its best efforts. Seller shall further the interests of the County according to the

County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

8. **Insurance.** In part to assure the County that the Seller is always capable of fulfilling the specified indemnification obligations, the Seller must purchase and maintain insurance of the kind and in the minimum amounts specified herein.

A. The Seller agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

1) Workers' Compensation Insurance: The Seller will maintain workers' compensation insurance covering the Seller for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
  - $1,000,000 bodily injury for each accident
  - $1,000,000 each employee for disease
  - $1,000,000 disease aggregate

The requirements of this provision shall apply to the Seller and to all subcontractors.

2) Commercial General Liability: The Seller will maintain commercial general liability insurance covering all operations by or on behalf of the Seller on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury. Such insurance will have these minimum limits and coverages:

Minimum Limits:

- $1,000,000 each occurrence
- $2,000,000 general aggregate
- $2,000,000 products and completed operations aggregate, if applicable

Coverages:

- Defense in addition to the limits of liability
- Severability of Interests Provision
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Seller and to all subcontractors.

3) Automobile Liability: The Seller will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection Minimum Limits:

Minimum Limit:

- $1,000,000 Combined Single Limit Each Accident

Coverages:

- MCS 90 for vehicles carrying hazardous materials

- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Seller and to all subcontractors.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Seller.

C. The Seller shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

D. Failure on the part of the Seller to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

9. **Insurance Certificates.**

A. The Seller shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Seller has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

10. **Indemnification.** The Seller shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Seller, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Seller's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of all obligations under this Agreement, and shall survive the termination of this Agreement.

11. **Independent Contractor.** The Seller is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Seller to perform maintenance or other work under the terms of this Agreement shall be and remain at all times employees of Seller or employees of their respective employers for all purposes.

12. **Notices.** Any notices/correspondence from one party to the other relating to this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 6 of Exhibit A.

13. **Assignment.** No assignment by Seller of any rights, including rights to money due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement, shall be allowed without written permission from the County.

14. **Force Majeure.** Neither the Seller nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

15. **Extent of Agreement.** This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the County and Seller. Any amendments to this must be in writing and be signed by both the County and Seller. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(PA Form 6/24/16)

SELLER : Interline Brands, Inc. dba SupplyWorks

By: _____
(signature)

Title: Bid Coordinator

Signed this 3rd day of November, 2016

State of Colorado)
County of Weld)

Subscribed and sworn to before me this 3rd day of November, 2016

by Keira James Carley

My commission expires 12/31/18.

_____
Notary Public

TRACY PHAM
Notary Public
State of Colorado
Notary ID 20144048978
My Commission Expires Dec 31, 2018

SEAL

ATTEST: Clerk to the Board

_____

Date: _____

ARAPAHOE COUNTY

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

EXHIBIT A to Purchasing Agreement between the County and Interline Brands, Inc. dba SupplyWorks.
Bid Number: IFB-16-51.

1. **Goods.** The Seller hereby agrees to and accepts the responsibility for providing the following goods: See attached sheets titled Items Awarded.

2. **Delivery.**

☐ The goods shall be delivered on at the following location .

☐ The goods shall be delivered in installments as follows:

☒ Other: The Seller shall make deliveries within fifteen (15) calendar days after the date of the Purchase Order.

3. **Installation.**

☐ The goods shall be installed by Seller at the time of delivery.

4. **Maintenance.**

☐ Seller shall maintain the goods for the period of .

☐ Maintenance services include labor only.

Seller shall be compensated for maintenance services provided under this Agreement (in addition to the compensation listed below for the sale of the goods) as follows: .

A. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Seller certifies and agrees as follows:

1) The Seller shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

2) The Seller shall not enter into a contract with a subcontractor that fails to certify to the Seller that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3) The Seller has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification ("e-verify") program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment ("Department").

4) The Seller shall not use the e-verify or Department programs to undertake preemployment screening of job applicants while this Agreement is being performed.

5) If the Seller obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Seller shall: (a) notify the subcontractor and the County within three days that the Seller has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Seller shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6) The Seller shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

7) If the Seller violates any of the provisions of this section 4.Q. the County may immediately terminate this Agreement effective upon the receipt by Seller of written notice of termination from the County, and the Seller shall be liable for actual and consequential damages to the County.

8) Compliance with this subsection (a) is not required if the Seller is a governmental entity.

5. **Payment.** The County agrees to compensate Seller for the sale of the goods detailed in Section 1 above, Goods, as follows (choose one):

☐ Single lump sum, due within 45 days of delivery and acceptance of all goods covered by the Agreement, in the amount of: .

☐ Separate payments for each delivery of goods, due within 45 days of acceptance of each portion of the goods delivered, in the amount of/at the rate of: .

☒ Other: Payment for each delivery of goods recieved. Invoices must match the pricing indicated on the Purchase Order.

The total amount of compensation for the goods under this Agreement shall not exceed (excluding any charges for maintenance as described above) Seller agrees to meet the minimum quantities as set forth in IFB-16-51 for the products awarded and referneced on the attached spreadsheet. No guarantee is expressed or implied as to additional quantities.

6. **Addresses.** The addresses for Notices/Correspondence are as follows:

To County:
Arapahoe County Attorney
5334 S. Prince St.
Littleton, CO 80120-1136

and (send to both)

Arapahoe County Sheriff's Office
7375 S. Potomac St.
Centennial, CO 80112

To Seller:
Kevin Conley
Interline Brands, Inc.
701 San Marco Blvd.
Jacksonville, FL 32207

7. **Incorporated Documents.** The following documents are incorporated herein by reference and made a part of this Agreement:

☒ Invitation for Bid # 16-51, Detention Warehouse Inventory

☐ Request for Proposal #

☐ Other:

In the event of any conflicts between this Agreement and any attached documents, this Agreement shall control.

8. **Special Conditions.**

☐ No special conditions

☒ Special Conditions are as follows:

OPTION TO RENEW FOR SUBSEQUENT THREE (3) YEARS (WITH PRICE ADJUSTMENTS): The prices or discounts quoted in this Solicitation shall prevail during the specified term of the contract, at which time the County shall have the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three additional years. This option is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. The County will consider two (2) adjustment periods to the pricing structure if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The manufacturer letter must be submitted with the request in order to be considered. The Vendor shall notify the County of such adjustments, twice during the contract year; 1st notification – on January 01st & 2nd notification – on July 01st. The County requests a minimum of thirty (30) calendar days to allow for review and approvals. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

LIMITED CONTRACT(S) EXTENSION TO MAINTAIN SERVICE LEVELS: It is hereby agreed and understood that these contracts may be extended for an additional thirty (30) day transitional period after the contract is scheduled for termination and after any option years have been exercised. During this transitional period, the Vendor agrees to continue the same or a reduced level of service to the County at the same prices while the new contract, also in force, is being mobilized. The Vendor shall be allowed to invoice the County for this additional period on a pro rated basis.

LIMITED CONTRACT(S) EXTENSION TO COMPLETE DELIVERIES: Any specific deliveries that commence prior to the termination date of these contracts and which will extend beyond the termination date shall, unless terminated by mutual agreement by both parties, continue until completion at the same prices, terms and conditions as set forth herein.

COMPETENCY OF VENDORS - MINIMUM THREE (3) YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Vendor's facility may be made prior to award of contract. Responses will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this Solicitation for a minimum period of three (3) years prior to the date of this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the County. The County reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the County) in making the award in the best interests of the County.

QUALIFICATIONS OF VENDOR: The County may make such investigations as deemed necessary to determine the ability of the Vendor to perform work, and the Vendor shall furnish all information and data for this purpose as the County requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Vendor fails to satisfy the County that such Vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

NUMBER OF DELIVERIES WITHIN CONTRACT PERIOD WILL BE BASED ON JUST IN TIME PURCHASING: The County recently converted its Warehouse operations to 'Just in Time' purchasing and ordering. This ordering process allows the County Warehouse to carry a lower inventory by ordering stock items from successful Vendors on a more frequent basis.

CONSIGNMENT OF CONTRACT NOT ALLOWED: Responses will only be considered from firms which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another vendor.
ELIMINATION FROM CONSIDERATION: An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the County upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the County, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

METHOD OF AWARD – BY GROUP, ITEM OR A COMBINATION: It is the intent of the County to award this Contract to the lowest responsive, responsible Vendor on a group-by-group basis, an item by item basis, or a combination of the two whichever is most advantageous to Arapahoe County. Notwithstanding, the County reserves the right to alter this method of award if such alteration results in a cost savings to the County.

PRIMARY VENDOR DESIGNATION: While the Method of Award contained within these Specifications prescribes the method for determining the lowest responsive, responsible Vendor, the County reserves the right to award this contract to the designated lowest Vendor as the Primary Vendor and to the designated second lowest Vendor(s) as the Secondary Vendor(s). If the County exercises this right, the Primary Vendor shall be given the first opportunity to perform the service or deliver the goods identified in this contract. If the Primary Vendor declines this opportunity, the County shall seek the identified goods or services from the Secondary Vendor(s).

SUB CONTRACTORS OF WORK SHALL BE IDENTIFIED: As part of its Response, the Vendor shall be required to identify any and all sub contractors that will be used in the performance of the contract resulting from this Solicitation. The Vendor shall also identify the capabilities, experience and portion of the work to be performed by the sub contractor(s). The competency of the sub contractor(s) with respect to skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County.

FEDERAL STANDARDS COMPLIANCE: All items to be purchased in conjunction with this Solicitation shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

PROTECTION OF PROPERTY: All existing structures, utilities, services, roads, trees, shrubbery, etc. located on County property shall be protected against damage or interrupted services at all times by the Vendor during the term of this contract. The Vendor shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Vendor's operation on the property to the satisfaction of the County.
DEMURRAGE CHARGES WILL NOT BE ALLOWED: The County shall not incur separate demurrage charges from Vendors who supply containers on an interim basis to the County in conjunction with this Solicitation. Any rental or demurrage charges for such containers that are normally charged by the Vendor must be reflected in the unit prices offered by the Vendor.

DELIVERY TO WAREHOUSE: The Vendor shall deliver all items requested through this solicitation to the Arapahoe County Detention Facility Warehouse which is located at 7375 South Potomac, Centennial, Colorado, 80112. Official inspection and acceptance of these items shall occur at this destination. Deliveries will be accepted from 7:00 a.m. to 5:00 p.m. Monday through Friday excluding County Holidays. Below are the 2016 Holidays that the County acknowledges and are subject to change annually:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day

- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day Observed

PACKING SLIP AND/OR DELIVERY TICKET: The Vendor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this Solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: Purchase Order number, date of order, a complete listing of items being delivered, and back order quantities and estimated delivery date of back orders if applicable and allowable. The County's Receiving representative has the authority to reject shipments that do not conform to this requirement.

DISCOUNTS OFFERED DURING TERM OF CONTRACT(S): The successful Vendor(s) may offer the County discounts below the original prices quoted in the Response during the term of the contract(s). In addition, Vendors are encouraged to offer additional discounts below the original prices quoted in the Response for large single orders. Such discounts cannot be considered in the evaluation of the Solicitation.

PRICE DECREASE DURING CONTRACT(S): If prices decrease during the term of the contract(s), the successful Vendor must notify the County of the lower prices so that all subsequent orders will reflect accurate pricing.

PRICE DISCOUNT OFF THE VENDOR'S PUBLISHED CATALOG PRICING: The Vendor shall quote a percentage discount off the Vendor's published catalog pricing (submit one copy of catalog with executed copy of this Solicitation). The resulting cost per item must also reflect all shipping and handling charges, trade discounts, and terms of payment.

PURCHASE OF OTHER ITEMS NOT LISTED ON THIS SOLICITATION BASED ON PERCENTAGE DISCOUNTS: While the County has listed all major items on the solicitation which are utilized by the County and/or departments in conjunction with their operations, there may be ancillary items that must be purchased by the County during the term of this contract. For this reason, Vendors are requested to quote a percentage discount from the Vendor's price list that will be offered to the County for items which do not appear on this solicitation. The County reserves the right to award these ancillary items to the successful Vendor or another Vendor based on the lowest actual price offered.

PURCHASE ORDERS PLACED WITH VENDOR DURING CONTRACT(S): All orders placed with the Vendor during the term of the contract(s) shall be issued by the County's Purchasing Division through a Purchase Order barring a unique Purchase Order number. The Vendor shall not fill any requests for materials or supplies until a Purchase Order has been received from the County. A verbal Purchase Order number, however, may be issued to the Vendor by an agent of the Purchasing Division under emergency circumstances in advance of a written Purchase Order.

DELIVERY SHALL BE WITHIN FIFTEEN (15) CALENDAR DAYS: The Vendor shall make deliveries within fifteen (15) calendar days after the date of the Purchase Order. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful Vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the Vendor. In these cases, the Vendor shall notify the County of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

MATERIAL PRICED INCORRECTLY: As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the County discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

DUPLICATE SHIPMENTS ARE NOT ALLOWED: The County will not accept duplicate shipments of items. If the Vendor sends duplicate shipments to a County location, the Vendor shall either retrieve the items at no cost to the County or allow the County to retain the items at no cost to the County.

BACK ORDERS MUST BE FILLED WITHIN THIRTY (30) CALENDAR DAYS: If the Vendor experiences a back order of items from its manufacturer or distributor, the Vendor must insure that such back orders are filled within thirty (30) calendar days from the date of the initial delivery. In these cases, the Vendor must notify the County of these backorders in advance of the delivery date so appropriate steps can be taken by the County to prevent inadequate stock levels or stock-outs.

The Vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the Vendor for any re procurement costs.

MATERIALS WILL BE SUPPLIED BY THE VENDOR: The Vendor hereby agrees that all materials supplied by the Vendor in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied by the Vendor are found to be defective or do not conform to Specifications, the County reserves the right to either cancel the order and return such materials to the Vendor at the Vendor's expense or require the Vendor to replace the materials at the Vendor's expense.

STOCK LEVELS SHALL BE MAINTAINED BY VENDOR: The successful Vendor shall ensure that adequate stock levels are maintained at its place of business and/or at its distributor's place of business in order to assure the County of prompt delivery. If the delivery terms specified in this Solicitation are not fulfilled by the Vendor, the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the Vendor for any re procurement costs incurred by the County.

TESTING OF RANDOM SAMPLES: A representative sample of items delivered by the Vendor may be randomly selected and tested for compliance with these Specifications. If the delivered commodities do not conform to these Specifications, the County shall either require replacement within a reasonable period of time or cancel the contract for cause.

SHELF LIFE OF STOCK: The successful Vendor(s) shall supply the County with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the Vendor prior to shipment to the County.

EQUAL PRODUCT CAN BE CONSIDERED UPON RECEIPT OF LABELS UNLESS OTHERWISE INDICATED: The manufacturer's name, brand name and/or model number are used in these Specifications for the sole purpose of establishing minimum requirements for level of quality, standards of performance and design required by the County and is in no way intended to prohibit offering other manufacturer's items of equal or similar material unless otherwise indicated on the Specification and Pricing Form. Where an equal or similar product is offered, the Vendor's Response must be accompanied by labels indicating the specification and ingredients for each equal or similar item offered. The County shall be the sole judge of equality or similarity and its decision shall be final in its best interest. Items identified as No Substitute on the Specification and Pricing Form are the only products that will be accepted on this Solicitation.

DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies, defects and/or damages in equipment or products delivered to the County in accordance with this Solicitation. All corrections shall be made within thirty (30) calendar days after such deficiencies, defects and/or damages are verbally reported to the Vendor by the Purchasing Division. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

PRODUCT RECALL: Vendor(s) awarded contract(s) under this solicitation shall be required to notify Arapahoe County's Purchasing Division of any manufacturer's recalls regarding items ordered under said contracts. The Vendor shall contact the Buyer by phone within two hours of notification by the manufacturer and shall follow-up in writing within 24 hours. Failure to comply with this requirement may be cause for termination of any existing contracts between the Vendor and the County and for removal from the County's approved vendor list(s).

SAMPLES OF PRODUCTS MAY BE REQUIRED DURING EVALUATION: After the Responses are opened by the County, the Vendors may be required to submit a sample of the goods to be supplied for evaluation by, and at no cost to, the County. If samples are required, the County will notify the Vendor of such and will specify the deadline for submission of the samples. Each individual sample must be clearly labeled with the Vendor's name, Solicitation number, manufacturer's name and brand name, and style number if applicable. All samples shall become the property of the County. The County reserves the right to perform its own testing procedures or to send any and all samples to any certifiable laboratory for analysis. On the basis of this testing and analysis, the County shall be the sole judge of the acceptability of the sample in conformance with the Specifications and its decision shall be final. Any samples submitted shall create an express warranty that the whole of the goods provided by the Vendor during the contract period shall conform to the sample submitted. The

Vendor shall be required to provide adequate restitution to the County, in the manner described by the County, if this warranty is violated during the term of the contract.

SUBSTITUTION OF ITEMS: Substitute brands or models may be considered during the contract period for discontinued brands or models, unless otherwise stipulated as a 'no substitute' item in the Specifications. The Vendor shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of the County's Purchasing Division prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

WARRANTY SHALL BE FOR ONE YEAR: In addition to all other warranties that may be supplied by the Vendor, the Vendor shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of one year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full period identified above, regardless of whether the Vendor is under contract with the County at the time of defect. Any payment by the County on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions.

SHIPPING TERMS FOB DESTINATION: All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

MINIMUM DOLLAR VALUE: Arapahoe County will not be restricted by minimum order quantities.

FUEL ADJUSTMENTS (SURCHARGES): The County will not accept fuel adjustments from the firm unless a negotiated request for such adjustments are agreed by both parties as to amount and very specific timeframe. Such an agreement must be documented before the assessment date; the County will not honor such adjustments invoiced without the attachment of such agreement to the invoice.

METHOD OF PAYMENT PERIODIC INVOICES FROM COMPLETED DELIVERIES: The successful Vendor shall submit an invoice to the Arapahoe County Sheriff's Office – Budget and Logistics. The invoice shall reference the appropriate Purchase Order number, the delivery address, and the corresponding delivery ticket or packing slip number that was signed by the authorized representative of the County when the items were delivered and accepted. The periodic invoices shall not exceed thirty calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items. Invoices must match the pricing indicated on the Purchase Order. The Purchase Order pricing is based on the prices submitted by the successful Vendor offer. Incorrect invoicing will be returned to the awarded Vendor for correction. Any correspondence regarding adjustments in pricing must be received by the Purchasing Division for review no less than ninety (90) days prior to contract renewal. Pricing adjustments not received and approved by the Purchasing Division during contract renewal will not be honored.

ACCIDENT PREVENTION: The Vendor shall be required to take safety precautions in an effort to protect persons and County property. All contractors and sub contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for same. Barricades shall be provided by the Vendor when work is performed in areas traversed by persons or when deemed necessary by the County's Project Manager.

TOXIC SUBSTANCES: The Federal 'Right to Know' Regulations implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances in the workplace to which they may be exposed, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. Accordingly, all Responses must be accompanied by Material Safety Data Sheets (MSDS), provided, however, that the low Vendor may be given the opportunity to submit these Sheets to the County during the Response evaluation period in the best interest of the County.

CATASTROPHIC EMERGENCY SERVICE: This clause may be enforced by the County only upon the issuance of a State of Colorado, Governor Emergency Proclamation or declaration of a State of Emergency by either the Federal Emergency Management Authority or the Arapahoe County Board of County Commissioners. The purpose of this clause is to establish

response priority, pricing base and pre-positioning for the County should one or more of the Emergency Declarations be issued.

Upon the issuance of one or more of the Emergency Declarations, the Consultant agrees to provide catastrophic emergency services on 24 hours/seven-days-a-week basis. During regular work hours, as defined by Arapahoe County, catastrophic emergency services response time shall be no more than twelve (12) hours after verbal notification by the County of such an emergency. During non work hours, the emergency services response time shall be no more than twenty-four (24) hours after verbal notification by the County. The Consultant shall submit a detailed written estimate, which outlines the recommended corrective measures, to the County's Project Manager or designated point of contact for approval prior to the initiation of the services. The County's Project Manager or designated point of contact may verbally waive this requirement if found to be in the County's best interest.

PURCHASE BY OTHER GOVERNMENTAL AGENCIES: Each governmental unit which avails itself of this contract will establish its own contact, place its own orders, issues its own purchase orders, be invoiced there from and make its own payments and issue its own exemption certifications as required by the Vendor. It is understood and agreed that Arapahoe County is not a legally binding party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.This Agreement is in effect October 1, 2016 through September 30, 2017, at which time the County shall have the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three additional years. The option is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. During the option period, the County will consider an adjustment to the pricing if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The Vendor shall notify the County of such adjustments during the option period a minimum of ninety (90) calendar days prior to the effective date of the new price to be charged to the County. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

SupplyWorks

Operating Supplies

ACG Material #	ITEM	Price Pkg	Price	Item No.
50000361	RUBBERMAID WATER COOLER 10 GAL, ORANGE	$75.80	$75.80	Rubbermaid #16100111
50000366	ZIP TOP PLASTIC BAGS 10 X 12, 4 MIL	$73.20	$0.07	Elkay #F41012K
50000367	ZIP TOP PLASTIC BAG 5 X 8, 4 MIL	$30.08	$0.03	Elkay #F40508

Safety Supplies

50000533	SAFETY VEST, NEON ORANGE With SILVER & YELLOW STRIPES	$5.37	$5.37	LegendForce #2499613
50000093	HARD HAT,YELLOW	$4.83	$4.83	Erb Ind. #19132 (457920)

Chemicals

50000480	FINISH, FLOOR, ACRYLIC, WAX, 5 gal	$49.35	$49.35	Diversey Mainstay #5104917
50000481	STRIPPER, FLOOR, RINSE FREE, 5 GAL	$44.52	$44.52	Diversey Bravo #5115958
50000660	AERO INSTANT HAND SANITIZER DISP. REFILL	$41.46	$6.91	DEB SBS #56824
50000700	HAND SANITIZER - AERO INSTANT, 13OZ PUMP	$76.44	$6.37	DEB SBS #56815

Janitorial

50000016	BUFFING PAD 18" RED	$12.05	$2.41	Renown #REN02046
50000017	BUFFING PAD 18" WHITE	$12.05	$2.41	Renown #REN02066
50000047	CORN BROOM	$3.85	$3.85	Renown #REN03997
50000052	COUNTER BRUSH 8"	$1.88	$1.88	Abco #00100
50000073	DUST PAN HEAVY DUTY, PLASTIC Rubbermaid # 2005	$2.24	$2.24	Renown #REN05135
50000098	BAG, WASTE, INFECTIOUS, 24 X 33, 11 MICR	$37.33	$0.04	Inteplast #S243311RH
50000114	CART, LAUNDRY, X FRAME, FOLDING (NO METAL)	$115.62	$115.62	Continental #275
50000116	WATER SOLUBLE LAUNDRY BAG 36"x 39" (sugar bag)	$128.64	$1.29	Pitt #WB548A
50000119	MOP HEAD, 24 OZ	$2.84	$2.84	Abco #CM-20024
50000121	MOP BUCKET "RHINO" INSTITUTIONAL COMBO	$40.45	$40.45	Continental #335-39YW
50000123	HANDLE - FIBERGLASS MOP w/GRIPPER	$6.65	$6.65	Abco #01208-NB

50000207	PAPER TOWEL SINGLE FOLD NON BLEACHED	$15.20	$0.95	SCA #SK1850A
50000210	PLUNGER SINK SMALL 4" RUBBER CUP	$0.80	$0.80	ProPlus #817166
50000223	SCRUB BRUSH HAND PLASTIC	$1.67	$1.67	Renown #REN03961
50000761	CARLISLE SQUEEGIE FLOOR BLUE 24" Foam Head - SPARTA SPRECTRU	$20.33	$20.33	Carlisle #4156805
50000329	15" STRIPPING PAD BLACK	$9.35	$1.87	Renown #REN02013
50000344	TOILET BOWL MOP -ACRYLIC	$0.48	$0.48	Renonw #REN05137-IB
50000350	TP SPINDLE BOBRICK #14872	$3.51	$3.51	Bobrick #273-103 (806312)
50000680	TRASH LINER- 30X37 16MIC HIGH DENSITY-CLEAR	$26.70	$0.05	Republic #N303716IF
50000511	LINER, TRASH, 55 GAL CLEAR, 22ML XX HVY	$23.00	$0.15	Berry #HR366022N
50000356	TRASH CAN SMALL (OFFICE) Rubbermaid 13Qt	$3.35	$3.35	Continental #1358
50000357	URINAL SCREENS	$0.59	$0.59	Renown #REN03011-HP
50000365	WET FLOOR SIGN 2 SIDED 25IN HIGH	$5.40	$5.40	Renown #REN05114
50000415	TOILET SEAT COVER, FLUSHABLE,AMBITEX,	$24.20	$24.20	Renown #REN03801
50000570	MOP BUCKET W/DOWNPRESS RINGER	$71.21	$71.21	Continental #335-37W
50000820	ANTIMICROBIAL FOAM SOAP,(LAVENDER) TOUCH-FREE	$31.54	$15.77	Gojo #S5361-02

SupplyWorks

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50000093	HARD HAT,YELLOW	$4.83	$4.83	Erb Ind. #19132 (457920)
50000535	SAFETY GLASSES	$2.85	$2.85	LegendForce #2499571

Chemicals

50000480	FINISH, FLOOR, ACRYLIC, WAX, 5 gal	$49.35	$49.35	Diversey Mainstay #5104917
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PURCHASE AGREEMENT

Bid Number: IFB-16-51, Detention Warehouse Inventory

THIS AGREEMENT, entered into as of the 31st day of October, 2016, by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County"), and Turnkey Corrections (hereinafter referred to as the "Seller").

WHEREAS, the County desires to engage the Seller to purchase the goods described in Section 1 of Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Description of Goods.** The Seller agrees to convey and deliver to County the goods identified in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Delivery.** The time, place and manner of delivery of the goods shall be as specified in Section 2 of Exhibit A. All time limits are of the essence in this Agreement. Each delivery of goods shall be accompanied by an itemized invoice and any documents of title. The County reserves the right to reject and return to the Seller, at Seller's expense, such portion of any goods delivered as may be defective or not in conformance with the specifications, without invalidating Seller's obligations under this Agreement. Title to the goods shall not transfer until the goods have been delivered in full conformance with the Agreement, and until the goods have been inspected and accepted by the County. Unless otherwise indicated in Exhibit A, the goods shall be delivered FOB Destination, freight prepaid.

3. **Installation.** If indicated in Section 3 of Exhibit A, Seller shall install the goods. Installation of the goods shall be performed in a good and workmanlike manner, and in conformance with any applicable specifications. Seller shall fully cooperate with the County in arranging a suitable time for installation. Seller shall be responsible for any costs of replacement or repair incurred by the County as a result of injury or damage to the County's property due to Seller's negligence in installing the goods. The Seller represents, covenants and agrees that its work will be accurate and free from any material errors.

4. **Maintenance.** If it is indicated in Section 4 of Exhibit A that Seller shall provide maintenance, Seller shall regularly maintain the goods in good working order and in compliance with the manufacturer's specifications for the time period specified. Seller shall also provide qualified repair personnel at the site within 24 hours of receipt of telephonic notification of a breakdown or failure of the goods from the County. Seller shall be compensated for maintenance as indicated in Section 5 of Exhibit A. Seller shall provide a separate invoice for all maintenance charges and the County shall have 45 days from receipt of the invoice to make payment. Unless it is indicated in Section 5 of Exhibit A that maintenance includes labor only, maintenance shall include all labor, materials and parts. If it is indicated in Section 5 of Exhibit A that maintenance includes labor only, all necessary materials and parts shall be provided by Seller at the lowest market rate and payment for such will not be authorized unless a purchase order is issued and signed by an authorized official. County may terminate Seller's obligation to provide maintenance upon 14 days' notice to Seller and County shall bear no further liability for maintenance charges. Upon termination Seller shall refund any pre-paid maintenance charges. The Seller represents, covenants and agrees that its work will be accurate and free from any material errors.

5. **Method of Payment.** The County will compensate Seller for the goods as specified in Section 5 of Exhibit A, subject to: 1) proper delivery (and installation where applicable) of the goods by Seller, 2) inspection and acceptance by the County, and 3) the availability of appropriated funds within the annual budget. Such compensation is inclusive of all relevant sales and/or use taxes, and all costs of delivery and installation (unless specifically stated otherwise in Exhibit A).

6. **Warranties.**

A. Conformance to Specifications. Seller warrants that the goods shall conform in all respects to any and all specifications, including performance specifications, set forth in Section 1 of Exhibit A or in any applicable Request for Bid/Proposal, which is incorporated herein by reference.

B. Absence of Liens. Seller warrants that the goods shall be delivered free of any security interest or other lien or encumbrance of which County has no actual knowledge at the time of execution of this Agreement.

C. Title. Seller warrants that Seller has absolute and good title to the goods purchased herein, and in the event any claim arises concerning Sellers ownership of the goods purchased herein a breach of the warranty of title shall have occurred.

D. Patents and Trademarks. Seller warrants that the goods shall be delivered free of any patent or trademark infringement claims. Seller shall indemnify the County against any and all costs and liabilities, including attorneys fees, arising from patent or trademark infringement claims on account of any goods furnished by Seller pursuant to this Agreement.

E. Condition. Seller warrants that all goods purchased under this Agreement shall, unless specifically indicated otherwise in each case, be new, unused and of good quality, and shall be free from defects in materials or workmanship. Seller shall repair or replace all defective goods at its expense, including shipping/delivery/installation costs.

F. Warranties are Cumulative/Incorporation of Warranties. It is the parties' intention that all warranties, expressed or implied, are cumulative, and that the express warranties stated herein are in addition to any implied warranties. All express warranties provided by Seller in addition to those warranties stated herein, and all implied warranties, are incorporated herein by reference and are thereby made a part of this Agreement.

7. **General Terms and Conditions.**

A. Termination of Agreement. The County shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof. Unless expressly stated otherwise in the notice, Seller shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Seller shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Seller shall be entitled to receive compensation in accordance with this Agreement for any satisfactory goods provided and services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination. Notwithstanding the above, the Seller shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Seller.

B. Audit. The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Seller which are pertinent to the Seller's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Seller shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records which are pertinent to the Seller's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

C. Equal Employment Opportunity. While performing this Agreement, the Seller shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

D. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any Exhibit, attachment or bid proposal, the language of this Agreement shall govern.

E. Compliance with Laws/Licenses and Permits. Seller shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. Seller shall be responsible for obtaining all licenses and permits necessary to convey the goods and to perform any maintenance required by the Agreement.

F. No Waiver of Rights. The County's approval or acceptance of, or payment for, the goods shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

G. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Seller written notice of such non-appropriation.

H. Conflict of Interest/Ethics. The Seller shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Seller with regard to providing services pursuant to this Agreement. The Seller shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Ethical Principles and Guidelines.

I. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Seller substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Seller. These remedial actions are as follows:

1) Suspend Seller's performance pending necessary corrective action as specified by the County without the Seller's entitlement to an increase in price/cost or a time extension; and/or

2) Withhold payment to the Seller until the necessary services or corrections in performance are satisfactorily completed; and/or

3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Seller, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, it its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Seller of its exercise of any of the foregoing remedial actions.

J. Force Majeure. Neither the Seller nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

K. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Seller. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

L. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

M. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Seller agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Seller to perform the services and accomplish the tasks described. Seller accepts the relationship of trust and confidence established between Seller and the County by this Agreement. Seller covenants with the County to use its best efforts. Seller shall further the interests of the County according to the

County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

8. **Insurance.** In part to assure the County that the Seller is always capable of fulfilling the specified indemnification obligations, the Seller must purchase and maintain insurance of the kind and in the minimum amounts specified herein.

A. The Seller agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

1) Workers' Compensation Insurance: The Seller will maintain workers' compensation insurance covering the Seller for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
  - $1,000,000 bodily injury for each accident
  - $1,000,000 each employee for disease
  - $1,000,000 disease aggregate

The requirements of this provision shall apply to the Seller and to all subcontractors.

2) Commercial General Liability: The Seller will maintain commercial general liability insurance covering all operations by or on behalf of the Seller on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury. Such insurance will have these minimum limits and coverages:

Minimum Limits:

- $1,000,000 each occurrence
- $2,000,000 general aggregate
- $2,000,000 products and completed operations aggregate, if applicable

Coverages:

- Defense in addition to the limits of liability
- Severability of Interests Provision
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Seller and to all subcontractors.

3) Automobile Liability: The Seller will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection Minimum Limits:

Minimum Limit:

- $1,000,000 Combined Single Limit Each Accident

Coverages:

- MCS 90 for vehicles carrying hazardous materials

- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Seller and to all subcontractors.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Seller.

C. The Seller shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

D. Failure on the part of the Seller to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

9. **Insurance Certificates.**

A. The Seller shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Seller has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

10. **Indemnification.** The Seller shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Seller, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Seller's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of all obligations under this Agreement, and shall survive the termination of this Agreement.

11. **Independent Contractor.** The Seller is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Seller to perform maintenance or other work under the terms of this Agreement shall be and remain at all times employees of Seller or employees of their respective employers for all purposes.

12. **Notices.** Any notices/correspondence from one party to the other relating to this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 6 of Exhibit A.

13. **Assignment.** No assignment by Seller of any rights, including rights to money due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement, shall be allowed without written permission from the County.

14. **Force Majeure.** Neither the Seller nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

15. **Extent of Agreement.** This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the County and Seller. Any amendments to this must be in writing and be signed by both the County and Seller. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(PA Form 6/24/16)

SELLER : Turnkey Corrections

By: _____
(signature)

Title: President

Signed this 1 day of November, 2016

State of ~~Colorado~~ Wisconsin)
County of St. Croix)

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

by Rob Allen.

My commission expires 7/30/16.

_____
Notary Public

Lisa Person
NOTARY
PUBLIC
State of Wisconsin

SEAL

ATTEST: Clerk to the Board

_____

Date: _____

ARAPAHOE COUNTY

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

EXHIBIT A to Purchasing Agreement between the County and Turnkey Corrections.
Bid Number: IFB-16-51.

1. **Goods.** The Seller hereby agrees to and accepts the responsibility for providing the following goods:

Health Supplies

ACG Material #	ITEM	Price Pkg	Price	Item No.
50000219	RAZOR SINGLE EDGE DISPOSABLE-DAWN MIS	$ 5.00	$ 0.05	RAZ1
50000229	SHAMPOO, BODY WASH, 4OZ-CLEAR BOTTLE	$ 19.95	$ 0.33	Freshscent/SF-40
50000307	SOAP BAR SOAP 1 1/2 OZ-UNWRAPPED	$ 45.95	$ 0.09	Freshscent/US15
50000916	FINGER NAIL CLIPPER 2",METAL,NO FILE	$ 2.25	$ 0.19	912
50000915	TOE NAIL CLIPPER 3" , METAL, NO FILE	$ 5.00	$ 0.42	K365.

2. **Delivery.**

☐ The goods shall be delivered on at the following location .

☐ The goods shall be delivered in installments as follows:

☒ Other: The Seller shall make deliveries within fifteen (15) calendar days after the date of the Purchase Order.

3. **Installation.**

☐ The goods shall be installed by Seller at the time of delivery.

4. **Maintenance.**

☐ Seller shall maintain the goods for the period of .

☐ Maintenance services include labor only.

Seller shall be compensated for maintenance services provided under this Agreement (in addition to the compensation listed below for the sale of the goods) as follows: .

A. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Seller certifies and agrees as follows:

1) The Seller shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

2) The Seller shall not enter into a contract with a subcontractor that fails to certify to the Seller that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3) The Seller has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification ("e-verify") program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment ("Department").

4) The Seller shall not use the e-verify or Department programs to undertake preemployment screening of job applicants while this Agreement is being performed.

5) If the Seller obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Seller shall: (a) notify the subcontractor and the County within three days that the Seller has actual knowledge that the subcontractor is employing or contracting

with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Seller shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6) The Seller shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

7) If the Seller violates any of the provisions of this section 4.Q. the County may immediately terminate this Agreement effective upon the receipt by Seller of written notice of termination from the County, and the Seller shall be liable for actual and consequential damages to the County.

8) Compliance with this subsection (a) is not required if the Seller is a governmental entity.

5. **Payment.** The County agrees to compensate Seller for the sale of the goods detailed in Section 1 above, Goods, as follows (choose one):

☐ Single lump sum, due within 45 days of delivery and acceptance of all goods covered by the Agreement, in the amount of: .

☐ Separate payments for each delivery of goods, due within 45 days of acceptance of each portion of the goods delivered, in the amount of/at the rate of: .

☒ Other: Payment for each delivery of goods recieved. Invoices must match the pricing indicated on the Purchase Order.

The total amount of compensation for the goods under this Agreement shall not exceed (excluding any charges for maintenance as described above) Seller agrees to meet the minimum quantities as set forth in IFB-16-51 for the products awarded and refernece on the attached spreadsheet. No guarantee is expressed or implied as to additional quantities.

6. **Addresses.** The addresses for Notices/Correspondence are as follows:

To County:

Arapahoe County Attorney
5334 S. Prince St.
Littleton, CO 80120-1136

and (send to both)

Arapahoe County Sheriff's Office
7375 S. Potomac St.
Centennial, CO 80112

To Seller:

Robert D. Allen, President
Turnkey Corrections
2801 Harvey St.
Hudson, WI 54016

7. **Incorporated Documents.** The following documents are incorporated herein by reference and made a part of this Agreement:

☒ Invitation for Bid # 16-51, Detention Warehouse Inventory

☐ Request for Proposal #

☐ Other:

In the event of any conflicts between this Agreement and any attached documents, this Agreement shall control.

8. **Special Conditions.**

☐ No special conditions

☒ Special Conditions are as follows:

OPTION TO RENEW FOR SUBSEQUENT THREE (3) YEARS (WITH PRICE ADJUSTMENTS): The prices or discounts quoted in this Solicitation shall prevail during the specified term of the contract, at which time the County shall have the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three additional years. This option is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. The County will consider two (2) adjustment periods to the pricing structure if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The manufacturer letter must be submitted with the request in order to be considered. The Vendor shall notify the County of such adjustments, twice during the contract year; 1st notification – on January 01st & 2nd notification – on July 01st. The County requests a minimum of thirty (30) calendar days to allow for review and approvals. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

LIMITED CONTRACT(S) EXTENSION TO MAINTAIN SERVICE LEVELS: It is hereby agreed and understood that these contracts may be extended for an additional thirty (30) day transitional period after the contract is scheduled for termination and after any option years have been exercised. During this transitional period, the Vendor agrees to continue the same or a reduced level of service to the County at the same prices while the new contract, also in force, is being mobilized. The Vendor shall be allowed to invoice the County for this additional period on a pro rated basis.

LIMITED CONTRACT(S) EXTENSION TO COMPLETE DELIVERIES: Any specific deliveries that commence prior to the termination date of these contracts and which will extend beyond the termination date shall, unless terminated by mutual agreement by both parties, continue until completion at the same prices, terms and conditions as set forth herein.

COMPETENCY OF VENDORS - MINIMUM THREE (3) YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Vendor's facility may be made prior to award of contract. Responses will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this Solicitation for a minimum period of three (3) years prior to the date of this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the County. The County reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the County) in making the award in the best interests of the County.

QUALIFICATIONS OF VENDOR: The County may make such investigations as deemed necessary to determine the ability of the Vendor to perform work, and the Vendor shall furnish all information and data for this purpose as the County requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Vendor fails to satisfy the County that such Vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

NUMBER OF DELIVERIES WITHIN CONTRACT PERIOD WILL BE BASED ON JUST IN TIME PURCHASING: The County recently converted its Warehouse operations to 'Just in Time' purchasing and ordering. This ordering process allows the County Warehouse to carry a lower inventory by ordering stock items from successful Vendors on a more frequent basis.

CONSIGNMENT OF CONTRACT NOT ALLOWED: Responses will only be considered from firms which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another vendor.

ELIMINATION FROM CONSIDERATION: An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the County upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the County, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

METHOD OF AWARD – BY GROUP, ITEM OR A COMBINATION: It is the intent of the County to award this Contract to the lowest responsive, responsible Vendor on a group-by-group basis, an item by item basis, or a combination of the two whichever is most advantageous to Arapahoe County. Notwithstanding, the County reserves the right to alter this method of award if such alteration results in a cost savings to the County.

PRIMARY VENDOR DESIGNATION: While the Method of Award contained within these Specifications prescribes the method for determining the lowest responsive, responsible Vendor, the County reserves the right to award this contract to the designated lowest Vendor as the Primary Vendor and to the designated second lowest Vendor(s) as the Secondary Vendor(s). If the County exercises this right, the Primary Vendor shall be given the first opportunity to perform the service or deliver the goods identified in this contract. If the Primary Vendor declines this opportunity, the County shall seek the identified goods or services from the Secondary Vendor(s).

SUB CONTRACTORS OF WORK SHALL BE IDENTIFIED: As part of its Response, the Vendor shall be required to identify any and all sub contractors that will be used in the performance of the contract resulting from this Solicitation. The Vendor shall also identify the capabilities, experience and portion of the work to be performed by the sub contractor(s). The competency of the sub contractor(s) with respect to skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County.

FEDERAL STANDARDS COMPLIANCE: All items to be purchased in conjunction with this Solicitation shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

PROTECTION OF PROPERTY: All existing structures, utilities, services, roads, trees, shrubbery, etc. located on County property shall be protected against damage or interrupted services at all times by the Vendor during the term of this contract. The Vendor shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Vendor's operation on the property to the satisfaction of the County.

DEMURRAGE CHARGES WILL NOT BE ALLOWED: The County shall not incur separate demurrage charges from Vendors who supply containers on an interim basis to the County in conjunction with this Solicitation. Any rental or demurrage charges for such containers that are normally charged by the Vendor must be reflected in the unit prices offered by the Vendor.

DELIVERY TO WAREHOUSE: The Vendor shall deliver all items requested through this solicitation to the Arapahoe County Detention Facility Warehouse which is located at 7375 South Potomac, Centennial, Colorado, 80112. Official inspection and acceptance of these items shall occur at this destination. Deliveries will be accepted from 7:00 a.m. to 5:00 p.m. Monday through Friday excluding County Holidays. Below are the 2016 Holidays that the County acknowledges and are subject to change annually:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day

- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day Observed

PACKING SLIP AND/OR DELIVERY TICKET: The Vendor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this Solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: Purchase Order number, date of order, a complete listing of items being delivered, and back order quantities and estimated delivery date of back orders if applicable and allowable. The County's Receiving representative has the authority to reject shipments that do not conform to this requirement.

DISCOUNTS OFFERED DURING TERM OF CONTRACT(S): The successful Vendor(s) may offer the County discounts below the original prices quoted in the Response during the term of the contract(s). In addition, Vendors are encouraged to offer additional discounts below the original prices quoted in the Response for large single orders. Such discounts cannot be considered in the evaluation of the Solicitation.

PRICE DECREASE DURING CONTRACT(S): If prices decrease during the term of the contract(s), the successful Vendor must notify the County of the lower prices so that all subsequent orders will reflect accurate pricing.

PRICE DISCOUNT OFF THE VENDOR'S PUBLISHED CATALOG PRICING: The Vendor shall quote a percentage discount off the Vendor's published catalog pricing (submit one copy of catalog with executed copy of this Solicitation). The resulting cost per item must also reflect all shipping and handling charges, trade discounts, and terms of payment.

PURCHASE OF OTHER ITEMS NOT LISTED ON THIS SOLICITATION BASED ON PERCENTAGE DISCOUNTS: While the County has listed all major items on the solicitation which are utilized by the County and/or departments in conjunction with their operations, there may be ancillary items that must be purchased by the County during the term of this contract. For this reason, Vendors are requested to quote a percentage discount from the Vendor's price list that will be offered to the County for items which do not appear on this solicitation. The County reserves the right to award these ancillary items to the successful Vendor or another Vendor based on the lowest actual price offered.

PURCHASE ORDERS PLACED WITH VENDOR DURING CONTRACT(S): All orders placed with the Vendor during the term of the contract(s) shall be issued by the County's Purchasing Division through a Purchase Order barring a unique Purchase Order number. The Vendor shall not fill any requests for materials or supplies until a Purchase Order has been received from the County. A verbal Purchase Order number, however, may be issued to the Vendor by an agent of the Purchasing Division under emergency circumstances in advance of a written Purchase Order.

DELIVERY SHALL BE WITHIN FIFTEEN (15) CALENDAR DAYS: The Vendor shall make deliveries within fifteen (15) calendar days after the date of the Purchase Order. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful Vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the Vendor. In these cases, the Vendor shall notify the County of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

MATERIAL PRICED INCORRECTLY: As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the County discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

DUPLICATE SHIPMENTS ARE NOT ALLOWED: The County will not accept duplicate shipments of items. If the Vendor sends duplicate shipments to a County location, the Vendor shall either retrieve the items at no cost to the County or allow the County to retain the items at no cost to the County.

BACK ORDERS MUST BE FILLED WITHIN THIRTY (30) CALENDAR DAYS: If the Vendor experiences a back order of items from its manufacturer or distributor, the Vendor must insure that such back orders are filled within thirty (30) calendar days from the date of the initial delivery. In these cases, the Vendor must notify the County of these backorders in advance of the delivery date so appropriate steps can be taken by the County to prevent inadequate stock levels or stock-outs. The Vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the Vendor for any re procurement costs.

MATERIALS WILL BE SUPPLIED BY THE VENDOR: The Vendor hereby agrees that all materials supplied by the Vendor in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied by the Vendor are found to be defective or do not conform to Specifications, the County reserves the right to either cancel the order and return such materials to the Vendor at the Vendor's expense or require the Vendor to replace the materials at the Vendor's expense.

STOCK LEVELS SHALL BE MAINTAINED BY VENDOR: The successful Vendor shall ensure that adequate stock levels are maintained at its place of business and/or at its distributor's place of business in order to assure the County of prompt delivery. If the delivery terms specified in this Solicitation are not fulfilled by the Vendor, the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the Vendor for any re procurement costs incurred by the County.

TESTING OF RANDOM SAMPLES: A representative sample of items delivered by the Vendor may be randomly selected and tested for compliance with these Specifications. If the delivered commodities do not conform to these Specifications, the County shall either require replacement within a reasonable period of time or cancel the contract for cause.

SHELF LIFE OF STOCK: The successful Vendor(s) shall supply the County with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the Vendor prior to shipment to the County.

EQUAL PRODUCT CAN BE CONSIDERED UPON RECEIPT OF LABELS UNLESS OTHERWISE INDICATED: The manufacturer's name, brand name and/or model number are used in these Specifications for the sole purpose of establishing minimum requirements for level of quality, standards of performance and design required by the County and is in no way intended to prohibit offering other manufacturer's items of equal or similar material unless otherwise indicated on the Specification and Pricing Form. Where an equal or similar product is offered, the Vendor's Response must be accompanied by labels indicating the specification and ingredients for each equal or similar item offered. The County shall be the sole judge of equality or similarity and its decision shall be final in its best interest. Items identified as No Substitute on the Specification and Pricing Form are the only products that will be accepted on this Solicitation.

DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies, defects and/or damages in equipment or products delivered to the County in accordance with this Solicitation. All corrections shall be made within thirty (30) calendar days after such deficiencies, defects and/or damages are verbally reported to the Vendor by the Purchasing Division. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

PRODUCT RECALL: Vendor(s) awarded contract(s) under this solicitation shall be required to notify Arapahoe County's Purchasing Division of any manufacturer's recalls regarding items ordered under said contracts. The Vendor shall contact the Buyer by phone within two hours of notification by the manufacturer and shall follow-up in writing within 24 hours. Failure to comply with this requirement may be cause for termination of any existing contracts between the Vendor and the County and for removal from the County's approved vendor list(s).

SAMPLES OF PRODUCTS MAY BE REQUIRED DURING EVALUATION: After the Responses are opened by the County, the Vendors may be required to submit a sample of the goods to be supplied for evaluation by, and at no cost to, the County. If samples are required, the County will notify the Vendor of such and will specify the deadline for submission of the samples. Each individual sample must be clearly labeled with the Vendor's name, Solicitation number, manufacturer's name and brand name, and style number if applicable. All samples shall become the property of the County. The County

reserves the right to perform its own testing procedures or to send any and all samples to any certifiable laboratory for analysis. On the basis of this testing and analysis, the County shall be the sole judge of the acceptability of the sample in conformance with the Specifications and its decision shall be final. Any samples submitted shall create an express warranty that the whole of the goods provided by the Vendor during the contract period shall conform to the sample submitted. The Vendor shall be required to provide adequate restitution to the County, in the manner described by the County, if this warranty is violated during the term of the contract.

SUBSTITUTION OF ITEMS: Substitute brands or models may be considered during the contract period for discontinued brands or models, unless otherwise stipulated as a 'no substitute' item in the Specifications. The Vendor shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of the County's Purchasing Division prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

WARRANTY SHALL BE FOR ONE YEAR: In addition to all other warranties that may be supplied by the Vendor, the Vendor shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of one year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full period identified above, regardless of whether the Vendor is under contract with the County at the time of defect. Any payment by the County on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions.

SHIPPING TERMS FOB DESTINATION: All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

MINIMUM DOLLAR VALUE: Arapahoe County will not be restricted by minimum order quantities.

FUEL ADJUSTMENTS (SURCHARGES): The County will not accept fuel adjustments from the firm unless a negotiated request for such adjustments are agreed by both parties as to amount and very specific timeframe. Such an agreement must be documented before the assessment date; the County will not honor such adjustments invoiced without the attachment of such agreement to the invoice.

METHOD OF PAYMENT PERIODIC INVOICES FROM COMPLETED DELIVERIES: The successful Vendor shall submit an invoice to the Arapahoe County Sheriff's Office – Budget and Logistics. The invoice shall reference the appropriate Purchase Order number, the delivery address, and the corresponding delivery ticket or packing slip number that was signed by the authorized representative of the County when the items were delivered and accepted. The periodic invoices shall not exceed thirty calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items. Invoices must match the pricing indicated on the Purchase Order. The Purchase Order pricing is based on the prices submitted by the successful Vendor offer. Incorrect invoicing will be returned to the awarded Vendor for correction. Any correspondence regarding adjustments in pricing must be received by the Purchasing Division for review no less than ninety (90) days prior to contract renewal. Pricing adjustments not received and approved by the Purchasing Division during contract renewal will not be honored.

ACCIDENT PREVENTION: The Vendor shall be required to take safety precautions in an effort to protect persons and County property. All contractors and sub contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for same. Barricades shall be provided by the Vendor when work is performed in areas traversed by persons or when deemed necessary by the County's Project Manager.

TOXIC SUBSTANCES: The Federal 'Right to Know' Regulations implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances in the workplace to which they may be exposed, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. Accordingly, all Responses must be accompanied by Material Safety Data Sheets (MSDS), provided, however, that the low Vendor may be given the opportunity to submit these Sheets to the County during the Response evaluation period in the best interest of the County.

CATASTROPHIC EMERGENCY SERVICE: This clause may be enforced by the County only upon the issuance of a State of Colorado, Governor Emergency Proclamation or declaration of a State of Emergency by either the Federal Emergency Management Authority or the Arapahoe County Board of County Commissioners. The purpose of this clause is to establish response priority, pricing base and pre-positioning for the County should one or more of the Emergency Declarations be issued.

Upon the issuance of one or more of the Emergency Declarations, the Consultant agrees to provide catastrophic emergency services on 24 hours/seven-days-a-week basis. During regular work hours, as defined by Arapahoe County, catastrophic emergency services response time shall be no more than twelve (12) hours after verbal notification by the County of such an emergency. During non work hours, the emergency services response time shall be no more than twenty-four (24) hours after verbal notification by the County. The Consultant shall submit a detailed written estimate, which outlines the recommended corrective measures, to the County's Project Manager or designated point of contact for approval prior to the initiation of the services. The County's Project Manager or designated point of contact may verbally waive this requirement if found to be in the County's best interest.

PURCHASE BY OTHER GOVERNMENTAL AGENCIES: Each governmental unit which avails itself of this contract will establish its own contact, place its own orders, issues its own purchase orders, be invoiced there from and make its own payments and issue its own exemption certifications as required by the Vendor. It is understood and agreed that Arapahoe County is not a legally binding party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.This Agreement is in effect October 1, 2016 through September 30, 2017, at which time the County shall have the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three additional years. The option is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. During the option period, the County will consider an adjustment to the pricing if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The Vendor shall notify the County of such adjustments during the option period a minimum of ninety (90) calendar days prior to the effective date of the new price to be charged to the County. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

PURCHASE AGREEMENT

Bid Number: IFB-16-51, Detention Warehouse Inventory

THIS AGREEMENT, entered into as of the 31st day of October, 2016, by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County"), and Uniforms Manufacturing, Inc. (hereinafter referred to as the "Seller").

WHEREAS, the County desires to engage the Seller to purchase the goods described in Section 1 of Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Description of Goods.** The Seller agrees to convey and deliver to County the goods identified in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Delivery**. The time, place and manner of delivery of the goods shall be as specified in Section 2 of Exhibit A. All time limits are of the essence in this Agreement. Each delivery of goods shall be accompanied by an itemized invoice and any documents of title. The County reserves the right to reject and return to the Seller, at Seller's expense, such portion of any goods delivered as may be defective or not in conformance with the specifications, without invalidating Seller's obligations under this Agreement. Title to the goods shall not transfer until the goods have been delivered in full conformance with the Agreement, and until the goods have been inspected and accepted by the County. Unless otherwise indicated in Exhibit A, the goods shall be delivered FOB Destination, freight prepaid.

3. **Installation.** If indicated in Section 3 of Exhibit A, Seller shall install the goods. Installation of the goods shall be performed in a good and workmanlike manner, and in conformance with any applicable specifications. Seller shall fully cooperate with the County in arranging a suitable time for installation. Seller shall be responsible for any costs of replacement or repair incurred by the County as a result of injury or damage to the County's property due to Seller's negligence in installing the goods. The Seller represents, covenants and agrees that its work will be accurate and free from any material errors.

4. **Maintenance.** If it is indicated in Section 4 of Exhibit A that Seller shall provide maintenance, Seller shall regularly maintain the goods in good working order and in compliance with the manufacturer's specifications for the time period specified. Seller shall also provide qualified repair personnel at the site within 24 hours of receipt of telephonic notification of a breakdown or failure of the goods from the County. Seller shall be compensated for maintenance as indicated in Section 5 of Exhibit A. Seller shall provide a separate invoice for all maintenance charges and the County shall have 45 days from receipt of the invoice to make payment. Unless it is indicated in Section 5 of Exhibit A that maintenance includes labor only, maintenance shall include all labor, materials and parts. If it is indicated in Section 5 of Exhibit A that maintenance includes labor only, all necessary materials and parts shall be provided by Seller at the lowest market rate and payment for such will not be authorized unless a purchase order is issued and signed by an authorized official. County may terminate Seller's obligation to provide maintenance upon 14 days' notice to Seller and County shall bear no further liability for maintenance charges. Upon termination Seller shall refund any pre-paid maintenance charges. The Seller represents, covenants and agrees that its work will be accurate and free from any material errors.

5. **Method of Payment.** The County will compensate Seller for the goods as specified in Section 5 of Exhibit A, subject to: 1) proper delivery (and installation where applicable) of the goods by Seller, 2) inspection and acceptance by the County, and 3) the availability of appropriated funds within the annual budget. Such compensation is inclusive of all relevant sales and/or use taxes, and all costs of delivery and installation (unless specifically stated otherwise in Exhibit A).

6. **Warranties.**

A. Conformance to Specifications. Seller warrants that the goods shall conform in all respects to any and all specifications, including performance specifications, set forth in Section 1 of Exhibit A or in any applicable Request for Bid/Proposal, which is incorporated herein by reference.

B. Absence of Liens. Seller warrants that the goods shall be delivered free of any security interest or other lien or encumbrance of which County has no actual knowledge at the time of execution of this Agreement.

C. Title. Seller warrants that Seller has absolute and good title to the goods purchased herein, and in the event any claim arises concerning Sellers ownership of the goods purchased herein a breach of the warranty of title shall have occurred.

D. Patents and Trademarks. Seller warrants that the goods shall be delivered free of any patent or trademark infringement claims. Seller shall indemnify the County against any and all costs and liabilities, including attorneys fees, arising from patent or trademark infringement claims on account of any goods furnished by Seller pursuant to this Agreement.

E. Condition. Seller warrants that all goods purchased under this Agreement shall, unless specifically indicated otherwise in each case, be new, unused and of good quality, and shall be free from defects in materials or workmanship. Seller shall repair or replace all defective goods at its expense, including shipping/delivery/installation costs.

F. Warranties are Cumulative/Incorporation of Warranties. It is the parties' intention that all warranties, expressed or implied, are cumulative, and that the express warranties stated herein are in addition to any implied warranties. All express warranties provided by Seller in addition to those warranties stated herein, and all implied warranties, are incorporated herein by reference and are thereby made a part of this Agreement.

7. **General Terms and Conditions.**

A. Termination of Agreement. The County shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof. Unless expressly stated otherwise in the notice, Seller shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Seller shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Seller shall be entitled to receive compensation in accordance with this Agreement for any satisfactory goods provided and services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination. Notwithstanding the above, the Seller shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Seller.

B. Audit. The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Seller which are pertinent to the Seller's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Seller shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records which are pertinent to the Seller's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

C. Equal Employment Opportunity. While performing this Agreement, the Seller shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

D. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any Exhibit, attachment or bid proposal, the language of this Agreement shall govern.

E. Compliance with Laws/Licenses and Permits. Seller shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. Seller shall be responsible for obtaining all licenses and permits necessary to convey the goods and to perform any maintenance required by the Agreement.

F. No Waiver of Rights. The County's approval or acceptance of, or payment for, the goods shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

G. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Seller written notice of such non-appropriation.

H. Conflict of Interest/Ethics. The Seller shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Seller with regard to providing services pursuant to this Agreement. The Seller shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Ethical Principles and Guidelines.

I. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Seller substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Seller. These remedial actions are as follows:

1) Suspend Seller's performance pending necessary corrective action as specified by the County without the Seller's entitlement to an increase in price/cost or a time extension; and/or
2) Withhold payment to the Seller until the necessary services or corrections in performance are satisfactorily completed; and/or
3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Seller, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, it its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Seller of its exercise of any of the foregoing remedial actions.

J. Force Majeure. Neither the Seller nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

K. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Seller. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

L. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

M. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Seller agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Seller to perform the services and accomplish the tasks described. Seller accepts the relationship of trust and confidence established between Seller and the County by this Agreement. Seller covenants with the County to use its best efforts. Seller shall further the interests of the County according to the

County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

8. **Insurance.** In part to assure the County that the Seller is always capable of fulfilling the specified indemnification obligations, the Seller must purchase and maintain insurance of the kind and in the minimum amounts specified herein.

A. The Seller agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

1) Workers' Compensation Insurance: The Seller will maintain workers' compensation insurance covering the Seller for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
  - $1,000,000 bodily injury for each accident
  - $1,000,000 each employee for disease
  - $1,000,000 disease aggregate

The requirements of this provision shall apply to the Seller and to all subcontractors.

2) Commercial General Liability: The Seller will maintain commercial general liability insurance covering all operations by or on behalf of the Seller on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury. Such insurance will have these minimum limits and coverages:

Minimum Limits:

- $1,000,000 each occurrence
- $2,000,000 general aggregate
- $2,000,000 products and completed operations aggregate, if applicable

Coverages:

- Defense in addition to the limits of liability
- Severability of Interests Provision
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Seller and to all subcontractors.

3) Automobile Liability: The Seller will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection Minimum Limits:

Minimum Limit:

- $1,000,000 Combined Single Limit Each Accident

Coverages:

- MCS 90 for vehicles carrying hazardous materials

- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Seller and to all subcontractors.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Seller.

C. The Seller shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

D. Failure on the part of the Seller to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

9. **Insurance Certificates.**

A. The Seller shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Seller has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

10. **Indemnification.** The Seller shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Seller, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Seller's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of all obligations under this Agreement, and shall survive the termination of this Agreement.

11. **Independent Contractor.** The Seller is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Seller to perform maintenance or other work under the terms of this Agreement shall be and remain at all times employees of Seller or employees of their respective employers for all purposes.

12. **Notices.** Any notices/correspondence from one party to the other relating to this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 6 of Exhibit A.

13. **Assignment.** No assignment by Seller of any rights, including rights to money due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement, shall be allowed without written permission from the County.

14. **Force Majeure.** Neither the Seller nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

15. **Extent of Agreement.** This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the County and Seller. Any amendments to this must be in writing and be signed by both the County and Seller. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(PA Form 6/24/16)

SELLER : Uniforms Manufacturing, Inc.

By: _____
(signature)

Title: Bids + Contracts

Signed this 28 day of October, 2016

State of ~~Colorado~~ Arizona)
County of Maricopa)

Subscribed and sworn to before me this 28 day of October, 2016

by Miranda Supko.

My commission expires 8/15/2020.

Miranda Supko
Notary Public

MIRANDA SUPKO
Notary Public - Arizona
Maricopa County
My Comm. Expires Aug 15, 202

SEAL

ATTEST: Clerk to the Board

_____

Date: _____

ARAPAHOE COUNTY

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

EXHIBIT A to Purchasing Agreement between the County and Uniforms Manufacturing, Inc.
Bid Number: IFB-16-51.

1. **Goods.** The Seller hereby agrees to and accepts the responsibility for providing the following goods:
Clothing & Uniforms

ACG Material #	ITEM	Price (per item)	Proposed Material / Item / Model No.
50000104	JUMPSUIT SNOW 3XL	$ 54.24	Dickies TV239
50000105	JUMPSUIT SNOW 4 XL	$ 54.24	Dickies TV239

2. **Delivery.**

☐ The goods shall be delivered on at the following location .

☐ The goods shall be delivered in installments as follows:

☒ Other: The Seller shall make deliveries within fifteen (15) calendar days after the date of the Purchase Order.

3. **Installation.**

☐ The goods shall be installed by Seller at the time of delivery.

4. **Maintenance.**

☐ Seller shall maintain the goods for the period of .

☐ Maintenance services include labor only.

Seller shall be compensated for maintenance services provided under this Agreement (in addition to the compensation listed below for the sale of the goods) as follows:

A. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Seller certifies and agrees as follows:

1) The Seller shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

2) The Seller shall not enter into a contract with a subcontractor that fails to certify to the Seller that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3) The Seller has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification ("e-verify") program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment ("Department").

4) The Seller shall not use the e-verify or Department programs to undertake preemployment screening of job applicants while this Agreement is being performed.

5) If the Seller obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Seller shall: (a) notify the subcontractor and the County within three days that the Seller has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Seller shall not

terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6) The Seller shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

7) If the Seller violates any of the provisions of this section 4.Q. the County may immediately terminate this Agreement effective upon the receipt by Seller of written notice of termination from the County, and the Seller shall be liable for actual and consequential damages to the County.

8) Compliance with this subsection (a) is not required if the Seller is a governmental entity.

5. **Payment.** The County agrees to compensate Seller for the sale of the goods detailed in Section 1 above, Goods, as follows (choose one):

☐ Single lump sum, due within 45 days of delivery and acceptance of all goods covered by the Agreement, in the amount of: .

☐ Separate payments for each delivery of goods, due within 45 days of acceptance of each portion of the goods delivered, in the amount of/at the rate of: .

☒ Other: Payment for each delivery of goods recieved. Invoices must match the pricing indicated on the Purchase Order.

The total amount of compensation for the goods under this Agreement shall not exceed (excluding any charges for maintenance as described above) Seller agrees to meet the minimum quantities as set forth in IFB-16-51 for the products awarded and referneced on the attached spreadsheet. No guarantee is expressed or implied as to additional quantities.

6. **Addresses.** The addresses for Notices/Correspondence are as follows:

To County:
Arapahoe County Attorney
5334 S. Prince St.
Littleton, CO 80120-1136

and (send to both)

Arapahoe County Sheriff's Office
7375 S. Potomac St.
Centennial, CO 80112

To Seller:
Cathy Zinn
Uniforms Manufacturing, Inc.
PO Box 12716
Scottsdale, AZ 85267

7. **Incorporated Documents.** The following documents are incorporated herein by reference and made a part of this Agreement:

☒ Invitation for Bid # 16-51, Detention Warehouse Inventory

☐ Request for Proposal #

☐ Other:

In the event of any conflicts between this Agreement and any attached documents, this Agreement shall control.

8. **Special Conditions.**

☐ No special conditions

☒ Special Conditions are as follows:

OPTION TO RENEW FOR SUBSEQUENT THREE (3) YEARS (WITH PRICE ADJUSTMENTS): The prices or discounts quoted in this Solicitation shall prevail during the specified term of the contract, at which time the County shall have the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three additional years. This option is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. The County will consider two (2) adjustment periods to the pricing structure if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The manufacturer letter must be submitted with the request in order to be considered. The Vendor shall notify the County of such adjustments, twice during the contract year; 1st notification – on January 01st & 2nd notification – on July 01st. The County requests a minimum of thirty (30) calendar days to allow for review and approvals. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

LIMITED CONTRACT(S) EXTENSION TO MAINTAIN SERVICE LEVELS: It is hereby agreed and understood that these contracts may be extended for an additional thirty (30) day transitional period after the contract is scheduled for termination and after any option years have been exercised. During this transitional period, the Vendor agrees to continue the same or a reduced level of service to the County at the same prices while the new contract, also in force, is being mobilized. The Vendor shall be allowed to invoice the County for this additional period on a pro rated basis.

LIMITED CONTRACT(S) EXTENSION TO COMPLETE DELIVERIES: Any specific deliveries that commence prior to the termination date of these contracts and which will extend beyond the termination date shall, unless terminated by mutual agreement by both parties, continue until completion at the same prices, terms and conditions as set forth herein.

COMPETENCY OF VENDORS - MINIMUM THREE (3) YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Vendor's facility may be made prior to award of contract. Responses will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this Solicitation for a minimum period of three (3) years prior to the date of this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the County. The County reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the County) in making the award in the best interests of the County.

QUALIFICATIONS OF VENDOR: The County may make such investigations as deemed necessary to determine the ability of the Vendor to perform work, and the Vendor shall furnish all information and data for this purpose as the County requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Vendor fails to satisfy the County that such Vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

NUMBER OF DELIVERIES WITHIN CONTRACT PERIOD WILL BE BASED ON JUST IN TIME PURCHASING: The County recently converted its Warehouse operations to 'Just in Time' purchasing and ordering. This ordering process

allows the County Warehouse to carry a lower inventory by ordering stock items from successful Vendors on a more frequent basis.

CONSIGNMENT OF CONTRACT NOT ALLOWED: Responses will only be considered from firms which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another vendor.

ELIMINATION FROM CONSIDERATION: An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the County upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the County, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

METHOD OF AWARD – BY GROUP, ITEM OR A COMBINATION: It is the intent of the County to award this Contract to the lowest responsive, responsible Vendor on a group-by-group basis, an item by item basis, or a combination of the two whichever is most advantageous to Arapahoe County. Notwithstanding, the County reserves the right to alter this method of award if such alteration results in a cost savings to the County.

PRIMARY VENDOR DESIGNATION: While the Method of Award contained within these Specifications prescribes the method for determining the lowest responsive, responsible Vendor, the County reserves the right to award this contract to the designated lowest Vendor as the Primary Vendor and to the designated second lowest Vendor(s) as the Secondary Vendor(s). If the County exercises this right, the Primary Vendor shall be given the first opportunity to perform the service or deliver the goods identified in this contract. If the Primary Vendor declines this opportunity, the County shall seek the identified goods or services from the Secondary Vendor(s).

SUB CONTRACTORS OF WORK SHALL BE IDENTIFIED: As part of its Response, the Vendor shall be required to identify any and all sub contractors that will be used in the performance of the contract resulting from this Solicitation. The Vendor shall also identify the capabilities, experience and portion of the work to be performed by the sub contractor(s). The competency of the sub contractor(s) with respect to skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County.

FEDERAL STANDARDS COMPLIANCE: All items to be purchased in conjunction with this Solicitation shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

PROTECTION OF PROPERTY: All existing structures, utilities, services, roads, trees, shrubbery, etc. located on County property shall be protected against damage or interrupted services at all times by the Vendor during the term of this contract. The Vendor shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Vendor's operation on the property to the satisfaction of the County.

DEMURRAGE CHARGES WILL NOT BE ALLOWED: The County shall not incur separate demurrage charges from Vendors who supply containers on an interim basis to the County in conjunction with this Solicitation. Any rental or demurrage charges for such containers that are normally charged by the Vendor must be reflected in the unit prices offered by the Vendor.

DELIVERY TO WAREHOUSE: The Vendor shall deliver all items requested through this solicitation to the Arapahoe County Detention Facility Warehouse which is located at 7375 South Potomac, Centennial, Colorado, 80112. Official inspection and acceptance of these items shall occur at this destination. Deliveries will be accepted from 7:00 a.m. to 5:00 p.m. Monday through Friday excluding County Holidays. Below are the 2016 Holidays that the County acknowledges and are subject to change annually:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Independence Day

- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day Observed

PACKING SLIP AND/OR DELIVERY TICKET: The Vendor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this Solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: Purchase Order number, date of order, a complete listing of items being delivered, and back order quantities and estimated delivery date of back orders if applicable and allowable. The County's Receiving representative has the authority to reject shipments that do not conform to this requirement.

DISCOUNTS OFFERED DURING TERM OF CONTRACT(S): The successful Vendor(s) may offer the County discounts below the original prices quoted in the Response during the term of the contract(s). In addition, Vendors are encouraged to offer additional discounts below the original prices quoted in the Response for large single orders. Such discounts cannot be considered in the evaluation of the Solicitation.

PRICE DECREASE DURING CONTRACT(S): If prices decrease during the term of the contract(s), the successful Vendor must notify the County of the lower prices so that all subsequent orders will reflect accurate pricing.

PRICE DISCOUNT OFF THE VENDOR'S PUBLISHED CATALOG PRICING: The Vendor shall quote a percentage discount off the Vendor's published catalog pricing (submit one copy of catalog with executed copy of this Solicitation). The resulting cost per item must also reflect all shipping and handling charges, trade discounts, and terms of payment.

PURCHASE OF OTHER ITEMS NOT LISTED ON THIS SOLICITATION BASED ON PERCENTAGE DISCOUNTS: While the County has listed all major items on the solicitation which are utilized by the County and/or departments in conjunction with their operations, there may be ancillary items that must be purchased by the County during the term of this contract. For this reason, Vendors are requested to quote a percentage discount from the Vendor's price list that will be offered to the County for items which do not appear on this solicitation. The County reserves the right to award these ancillary items to the successful Vendor or another Vendor based on the lowest actual price offered.

PURCHASE ORDERS PLACED WITH VENDOR DURING CONTRACT(S): All orders placed with the Vendor during the term of the contract(s) shall be issued by the County's Purchasing Division through a Purchase Order barring a unique Purchase Order number. The Vendor shall not fill any requests for materials or supplies until a Purchase Order has been received from the County. A verbal Purchase Order number, however, may be issued to the Vendor by an agent of the Purchasing Division under emergency circumstances in advance of a written Purchase Order.

DELIVERY SHALL BE WITHIN FIFTEEN (15) CALENDAR DAYS: The Vendor shall make deliveries within fifteen (15) calendar days after the date of the Purchase Order. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful Vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the Vendor. In these cases, the Vendor shall notify the County of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

MATERIAL PRICED INCORRECTLY: As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the County discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

DUPLICATE SHIPMENTS ARE NOT ALLOWED: The County will not accept duplicate shipments of items. If the Vendor sends duplicate shipments to a County location, the Vendor shall either retrieve the items at no cost to the County or allow the County to retain the items at no cost to the County.

BACK ORDERS MUST BE FILLED WITHIN THIRTY (30) CALENDAR DAYS: If the Vendor experiences a back order of items from its manufacturer or distributor, the Vendor must insure that such back orders are filled within thirty (30) calendar days from the date of the initial delivery. In these cases, the Vendor must notify the County of these backorders in advance of the delivery date so appropriate steps can be taken by the County to prevent inadequate stock levels or stock-outs. The Vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the Vendor for any re procurement costs.

MATERIALS WILL BE SUPPLIED BY THE VENDOR: The Vendor hereby agrees that all materials supplied by the Vendor in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied by the Vendor are found to be defective or do not conform to Specifications, the County reserves the right to either cancel the order and return such materials to the Vendor at the Vendor's expense or require the Vendor to replace the materials at the Vendor's expense.

STOCK LEVELS SHALL BE MAINTAINED BY VENDOR: The successful Vendor shall ensure that adequate stock levels are maintained at its place of business and/or at its distributor's place of business in order to assure the County of prompt delivery. If the delivery terms specified in this Solicitation are not fulfilled by the Vendor, the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the Vendor for any re procurement costs incurred by the County.

TESTING OF RANDOM SAMPLES: A representative sample of items delivered by the Vendor may be randomly selected and tested for compliance with these Specifications. If the delivered commodities do not conform to these Specifications, the County shall either require replacement within a reasonable period of time or cancel the contract for cause.

SHELF LIFE OF STOCK: The successful Vendor(s) shall supply the County with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the Vendor prior to shipment to the County.

EQUAL PRODUCT CAN BE CONSIDERED UPON RECEIPT OF LABELS UNLESS OTHERWISE INDICATED: The manufacturer's name, brand name and/or model number are used in these Specifications for the sole purpose of establishing minimum requirements for level of quality, standards of performance and design required by the County and is in no way intended to prohibit offering other manufacturer's items of equal or similar material unless otherwise indicated on the Specification and Pricing Form. Where an equal or similar product is offered, the Vendor's Response must be accompanied by labels indicating the specification and ingredients for each equal or similar item offered. The County shall be the sole judge of equality or similarity and its decision shall be final in its best interest. Items identified as No Substitute on the Specification and Pricing Form are the only products that will be accepted on this Solicitation.

DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies, defects and/or damages in equipment or products delivered to the County in accordance with this Solicitation. All corrections shall be made within thirty (30) calendar days after such deficiencies, defects and/or damages are verbally reported to the Vendor by the Purchasing Division. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

PRODUCT RECALL: Vendor(s) awarded contract(s) under this solicitation shall be required to notify Arapahoe County's Purchasing Division of any manufacturer's recalls regarding items ordered under said contracts. The Vendor shall contact the Buyer by phone within two hours of notification by the manufacturer and shall follow-up in writing within 24 hours. Failure to comply with this requirement may be cause for termination of any existing contracts between the Vendor and the County and for removal from the County's approved vendor list(s).

SAMPLES OF PRODUCTS MAY BE REQUIRED DURING EVALUATION: After the Responses are opened by the County, the Vendors may be required to submit a sample of the goods to be supplied for evaluation by, and at no cost to, the County. If samples are required, the County will notify the Vendor of such and will specify the deadline for submission of the samples. Each individual sample must be clearly labeled with the Vendor's name, Solicitation number, manufacturer's name and brand name, and style number if applicable. All samples shall become the property of the County. The County reserves the right to perform its own testing procedures or to send any and all samples to any certifiable laboratory for

analysis. On the basis of this testing and analysis, the County shall be the sole judge of the acceptability of the sample in conformance with the Specifications and its decision shall be final. Any samples submitted shall create an express warranty that the whole of the goods provided by the Vendor during the contract period shall conform to the sample submitted. The Vendor shall be required to provide adequate restitution to the County, in the manner described by the County, if this warranty is violated during the term of the contract.

SUBSTITUTION OF ITEMS: Substitute brands or models may be considered during the contract period for discontinued brands or models, unless otherwise stipulated as a 'no substitute' item in the Specifications. The Vendor shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of the County's Purchasing Division prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

WARRANTY SHALL BE FOR ONE YEAR: In addition to all other warranties that may be supplied by the Vendor, the Vendor shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of one year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full period identified above, regardless of whether the Vendor is under contract with the County at the time of defect. Any payment by the County on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions.

SHIPPING TERMS FOB DESTINATION: All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

MINIMUM DOLLAR VALUE: Arapahoe County will not be restricted by minimum order quantities.

FUEL ADJUSTMENTS (SURCHARGES): The County will not accept fuel adjustments from the firm unless a negotiated request for such adjustments are agreed by both parties as to amount and very specific timeframe. Such an agreement must be documented before the assessment date; the County will not honor such adjustments invoiced without the attachment of such agreement to the invoice.

METHOD OF PAYMENT PERIODIC INVOICES FROM COMPLETED DELIVERIES: The successful Vendor shall submit an invoice to the Arapahoe County Sheriff's Office – Budget and Logistics. The invoice shall reference the appropriate Purchase Order number, the delivery address, and the corresponding delivery ticket or packing slip number that was signed by the authorized representative of the County when the items were delivered and accepted. The periodic invoices shall not exceed thirty calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items. Invoices must match the pricing indicated on the Purchase Order. The Purchase Order pricing is based on the prices submitted by the successful Vendor offer. Incorrect invoicing will be returned to the awarded Vendor for correction. Any correspondence regarding adjustments in pricing must be received by the Purchasing Division for review no less than ninety (90) days prior to contract renewal. Pricing adjustments not received and approved by the Purchasing Division during contract renewal will not be honored.

ACCIDENT PREVENTION: The Vendor shall be required to take safety precautions in an effort to protect persons and County property. All contractors and sub contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for same. Barricades shall be provided by the Vendor when work is performed in areas traversed by persons or when deemed necessary by the County's Project Manager.

TOXIC SUBSTANCES: The Federal 'Right to Know' Regulations implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances in the workplace to which they may be exposed, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. Accordingly, all Responses must be accompanied by Material Safety Data Sheets (MSDS), provided, however, that the low Vendor may be given the opportunity to submit these Sheets to the County during the Response evaluation period in the best interest of the County.

CATASTROPHIC EMERGENCY SERVICE: This clause may be enforced by the County only upon the issuance of a State of Colorado, Governor Emergency Proclamation or declaration of a State of Emergency by either the Federal Emergency Management Authority or the Arapahoe County Board of County Commissioners. The purpose of this clause is to establish response priority, pricing base and pre-positioning for the County should one or more of the Emergency Declarations be issued.

Upon the issuance of one or more of the Emergency Declarations, the Consultant agrees to provide catastrophic emergency services on 24 hours/seven-days-a-week basis. During regular work hours, as defined by Arapahoe County, catastrophic emergency services response time shall be no more than twelve (12) hours after verbal notification by the County of such an emergency. During non work hours, the emergency services response time shall be no more than twenty-four (24) hours after verbal notification by the County. The Consultant shall submit a detailed written estimate, which outlines the recommended corrective measures, to the County's Project Manager or designated point of contact for approval prior to the initiation of the services. The County's Project Manager or designated point of contact may verbally waive this requirement if found to be in the County's best interest.

PURCHASE BY OTHER GOVERNMENTAL AGENCIES: Each governmental unit which avails itself of this contract will establish its own contact, place its own orders, issues its own purchase orders, be invoiced there from and make its own payments and issue its own exemption certifications as required by the Vendor. It is understood and agreed that Arapahoe County is not a legally binding party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.This Agreement is in effect October 1, 2016 through September 30, 2017, at which time the County shall have the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three additional years. The option is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. During the option period, the County will consider an adjustment to the pricing if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The Vendor shall notify the County of such adjustments during the option period a minimum of ninety (90) calendar days prior to the effective date of the new price to be charged to the County. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

PURCHASE AGREEMENT

Bid Number: IFB-16-51, Detention Warehouse Inventory

THIS AGREEMENT, entered into as of the 31st day of October, 2016, by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County"), and Waxie Sanitary Supply (hereinafter referred to as the "Seller").

WHEREAS, the County desires to engage the Seller to purchase the goods described in Section 1 of Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Description of Goods.** The Seller agrees to convey and deliver to County the goods identified in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Delivery.** The time, place and manner of delivery of the goods shall be as specified in Section 2 of Exhibit A. All time limits are of the essence in this Agreement. Each delivery of goods shall be accompanied by an itemized invoice and any documents of title. The County reserves the right to reject and return to the Seller, at Seller's expense, such portion of any goods delivered as may be defective or not in conformance with the specifications, without invalidating Seller's obligations under this Agreement. Title to the goods shall not transfer until the goods have been delivered in full conformance with the Agreement, and until the goods have been inspected and accepted by the County. Unless otherwise indicated in Exhibit A, the goods shall be delivered FOB Destination, freight prepaid.

3. **Installation.** If indicated in Section 3 of Exhibit A, Seller shall install the goods. Installation of the goods shall be performed in a good and workmanlike manner, and in conformance with any applicable specifications. Seller shall fully cooperate with the County in arranging a suitable time for installation. Seller shall be responsible for any costs of replacement or repair incurred by the County as a result of injury or damage to the County's property due to Seller's negligence in installing the goods. The Seller represents, covenants and agrees that its work will be accurate and free from any material errors.

4. **Maintenance.** If it is indicated in Section 4 of Exhibit A that Seller shall provide maintenance, Seller shall regularly maintain the goods in good working order and in compliance with the manufacturer's specifications for the time period specified. Seller shall also provide qualified repair personnel at the site within 24 hours of receipt of telephonic notification of a breakdown or failure of the goods from the County. Seller shall be compensated for maintenance as indicated in Section 5 of Exhibit A. Seller shall provide a separate invoice for all maintenance charges and the County shall have 45 days from receipt of the invoice to make payment. Unless it is indicated in Section 5 of Exhibit A that maintenance includes labor only, maintenance shall include all labor, materials and parts. If it is indicated in Section 5 of Exhibit A that maintenance includes labor only, all necessary materials and parts shall be provided by Seller at the lowest market rate and payment for such will not be authorized unless a purchase order is issued and signed by an authorized official. County may terminate Seller's obligation to provide maintenance upon 14 days' notice to Seller and County shall bear no further liability for maintenance charges. Upon termination Seller shall refund any pre-paid maintenance charges. The Seller represents, covenants and agrees that its work will be accurate and free from any material errors.

5. **Method of Payment.** The County will compensate Seller for the goods as specified in Section 5 of Exhibit A, subject to: 1) proper delivery (and installation where applicable) of the goods by Seller, 2) inspection and acceptance by the County, and 3) the availability of appropriated funds within the annual budget. Such compensation is inclusive of all relevant sales and/or use taxes, and all costs of delivery and installation (unless specifically stated otherwise in Exhibit A).

6. **Warranties.**

A. Conformance to Specifications. Seller warrants that the goods shall conform in all respects to any and all specifications, including performance specifications, set forth in Section 1 of Exhibit A or in any applicable Request for Bid/Proposal, which is incorporated herein by reference.

B. Absence of Liens. Seller warrants that the goods shall be delivered free of any security interest or other lien or encumbrance of which County has no actual knowledge at the time of execution of this Agreement.

C. Title. Seller warrants that Seller has absolute and good title to the goods purchased herein, and in the event any claim arises concerning Sellers ownership of the goods purchased herein a breach of the warranty of title shall have occurred.

D. Patents and Trademarks. Seller warrants that the goods shall be delivered free of any patent or trademark infringement claims. Seller shall indemnify the County against any and all costs and liabilities, including attorneys fees, arising from patent or trademark infringement claims on account of any goods furnished by Seller pursuant to this Agreement.

E. Condition. Seller warrants that all goods purchased under this Agreement shall, unless specifically indicated otherwise in each case, be new, unused and of good quality, and shall be free from defects in materials or workmanship. Seller shall repair or replace all defective goods at its expense, including shipping/delivery/installation costs.

F. Warranties are Cumulative/Incorporation of Warranties. It is the parties' intention that all warranties, expressed or implied, are cumulative, and that the express warranties stated herein are in addition to any implied warranties. All express warranties provided by Seller in addition to those warranties stated herein, and all implied warranties, are incorporated herein by reference and are thereby made a part of this Agreement.

7. **General Terms and Conditions.**

A. Termination of Agreement. The County shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof. Unless expressly stated otherwise in the notice, Seller shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Seller shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Seller shall be entitled to receive compensation in accordance with this Agreement for any satisfactory goods provided and services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination. Notwithstanding the above, the Seller shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Seller.

B. Audit. The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Seller which are pertinent to the Seller's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Seller shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records which are pertinent to the Seller's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

C. Equal Employment Opportunity. While performing this Agreement, the Seller shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

D. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any Exhibit, attachment or bid proposal, the language of this Agreement shall govern.

E. Compliance with Laws/Licenses and Permits. Seller shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. Seller shall be responsible for obtaining all licenses and permits necessary to convey the goods and to perform any maintenance required by the Agreement.

F. No Waiver of Rights. The County's approval or acceptance of, or payment for, the goods shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

G. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Seller written notice of such non-appropriation.

H. Conflict of Interest/Ethics. The Seller shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Seller with regard to providing services pursuant to this Agreement. The Seller shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Ethical Principles and Guidelines.

I. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Seller substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Seller. These remedial actions are as follows:

1) Suspend Seller's performance pending necessary corrective action as specified by the County without the Seller's entitlement to an increase in price/cost or a time extension; and/or

2) Withhold payment to the Seller until the necessary services or corrections in performance are satisfactorily completed; and/or

3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Seller, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, it its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Seller of its exercise of any of the foregoing remedial actions.

J. Force Majeure. Neither the Seller nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

K. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Seller. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

L. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

M. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Seller agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Seller to perform the services and accomplish the tasks described. Seller accepts the relationship of trust and confidence established between Seller and the County by this Agreement. Seller covenants with the County to use its best efforts. Seller shall further the interests of the County according to the

County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

8. **Insurance.** In part to assure the County that the Seller is always capable of fulfilling the specified indemnification obligations, the Seller must purchase and maintain insurance of the kind and in the minimum amounts specified herein.

A. The Seller agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

1) Workers' Compensation Insurance: The Seller will maintain workers' compensation insurance covering the Seller for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
  - $1,000,000 bodily injury for each accident
  - $1,000,000 each employee for disease
  - $1,000,000 disease aggregate

The requirements of this provision shall apply to the Seller and to all subcontractors.

2) Commercial General Liability: The Seller will maintain commercial general liability insurance covering all operations by or on behalf of the Seller on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury. Such insurance will have these minimum limits and coverages:

Minimum Limits:

- $1,000,000 each occurrence
- $2,000,000 general aggregate
- $2,000,000 products and completed operations aggregate, if applicable

Coverages:

- Defense in addition to the limits of liability
- Severability of Interests Provision
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Seller and to all subcontractors.

3) Automobile Liability: The Seller will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection Minimum Limits:

Minimum Limit:

- $1,000,000 Combined Single Limit Each Accident

Coverages:

- MCS 90 for vehicles carrying hazardous materials

- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Seller and to all subcontractors.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Seller.

C. The Seller shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

D. Failure on the part of the Seller to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

9. **Insurance Certificates.**

A. The Seller shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Seller has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

10. **Indemnification.** The Seller shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Seller, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Seller's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of all obligations under this Agreement, and shall survive the termination of this Agreement.

11. **Independent Contractor.** The Seller is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Seller to perform maintenance or other work under the terms of this Agreement shall be and remain at all times employees of Seller or employees of their respective employers for all purposes.

12. **Notices.** Any notices/correspondence from one party to the other relating to this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 6 of Exhibit A.

13. **Assignment.** No assignment by Seller of any rights, including rights to money due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement, shall be allowed without written permission from the County.

14. **Force Majeure.** Neither the Seller nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

15. **Extent of Agreement.** This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the County and Seller. Any amendments to this must be in writing and be signed by both the County and Seller. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(PA Form 6/24/16)

SELLER : Waxie Sanitary Supply

By: _____
(signature)

Title: Vice President General Manager

Signed this 27 day of OCTOBER, 2016

State of Colorado)
County of ARAPAHOE)

Subscribed and sworn to before me this 27 day of OCTOBER, 2016

by _____.

My commission expires 8/9/17.

_____
Notary Public

STEPHANIE G MARCECA
Notary Public
State of Colorado

SEAL

ATTEST: Clerk to the Board

_____

Date: _____

ARAPAHOE COUNTY

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

EXHIBIT A to Purchasing Agreement between the County and Waxie Sanitary Supply.
Bid Number: IFB-16-51.

1. **Goods.** The Seller hereby agrees to and accepts the responsibility for providing the following goods:

ACG Mat #	ITEM	Price Pkg	Price	Item No.
Health Supplies				
50000560	GLOVE, LATEX KITCHEN, XL- Yellow	$115.20	$9.60	790525
50000562	GLOVE, LATEX KITCHEN, L - Yellow	$115.20	$9.60	790520
50000771	MOP HEAD RED MEDICAL - UNGER ENTERPRISES	$11.34	$11.34	651823
50000772	MOP HEAD HOLDER RED- UNGER ENTERPRISES	$25.58	$25.58	653300
50000773	MOP HEAD POLE - UNGER ENT "ERGO TELE-POLE 8 '	$26.88	$26.88	293514OS
Chemicals				
50000309	SOAP LOTION HND SOAP PINK		$15.90	$3.98
388084				
50000440	H2 ORANGE 2 CONCENTRATE	$89.72	$22.43	328507
Janitorial				
50000450	PAD, 20", CLEANING/BUFFING, BLUE	$12.43	$2.49	262033
50000643	SCRUB BRUSH Rubbermaid # 6337 - BLUE BI-LEVEL	$10.10	$10.10	291221
50000314	SPRAY BOTTLE TRIGGER FOR 32OZ BOTTLE	$0.42	$0.42	890040
50000354	TRASH CAN 33 GAL Rubbermaid/Continental	$18.31	$18.31	730610
50000774	TRASH CAN DOLLEY FOR 33 GALLON CONTAINER	$26.69	$26.69	730730
50000821	TRASH CAN INMATE NON FLAMMABLE 14 QT	$13.86	$13.86	730265
50000363	WAX APPLICATOR	$8.37	$8.37	658013
50000431	RED BIOHAZARD BAG, WASTE, INFECT, 40X48, 16 MC	$25.21	$0.10	700036
50000520	MOP BUCKET / WRINGER COMBO, WAVEBRAKE	$32.38	$32.38	660256
50000817	LYSOL DISENFECTANT SPRAY 19 OZ CAN, ASSORTED SCENTS	$6.20	$6.20	170711
50000818	WINDEX COMMERCIAL LINE SRAY BOTTLE, LITER	$4.13	$4.13	950160
50000819	WINDEX COMMERCIAL LINE, 1 GALLON REFILL	$9.73	$9.73	950161.

2. **Delivery.**

☐ The goods shall be delivered on at the following location .

☐ The goods shall be delivered in installments as follows:

☒ Other: The Seller shall make deliveries within fifteen (15) calendar days after the date of the Purchase Order.

3. **Installation.**

☐ The goods shall be installed by Seller at the time of delivery.

4. **Maintenance.**

☐ Seller shall maintain the goods for the period of .

☐ Maintenance services include labor only.

Seller shall be compensated for maintenance services provided under this Agreement (in addition to the compensation listed below for the sale of the goods) as follows: .

A. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Seller certifies and agrees as follows:

1) The Seller shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

2) The Seller shall not enter into a contract with a subcontractor that fails to certify to the Seller that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3) The Seller has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification ("e-verify") program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment ("Department").

4) The Seller shall not use the e-verify or Department programs to undertake preemployment screening of job applicants while this Agreement is being performed.

5) If the Seller obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Seller shall: (a) notify the subcontractor and the County within three days that the Seller has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Seller shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6) The Seller shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

7) If the Seller violates any of the provisions of this section 4.Q. the County may immediately terminate this Agreement effective upon the receipt by Seller of written notice of termination from the County, and the Seller shall be liable for actual and consequential damages to the County.

8) Compliance with this subsection (a) is not required if the Seller is a governmental entity.

5. **Payment.** The County agrees to compensate Seller for the sale of the goods detailed in Section 1 above, Goods, as follows (choose one):

☐ Single lump sum, due within 45 days of delivery and acceptance of all goods covered by the Agreement, in the amount of: .

☐ Separate payments for each delivery of goods, due within 45 days of acceptance of each portion of the goods delivered, in the amount of/at the rate of: .

☒ Other: Payment for each delivery of goods recieved. Invoices must match the pricing indicated on the Purchase Order.

The total amount of compensation for the goods under this Agreement shall not exceed (excluding any charges for maintenance as described above) Seller agrees to meet the minimum quantities as set forth in IFB-16-51 for the products awarded and referneced on the attached spreadsheet. No guarantee is expressed or implied as to additional quantities.

6. **Addresses.** The addresses for Notices/Correspondence are as follows:

To County:
Arapahoe County Attorney
5334 S. Prince St.

Littleton, CO 80120-1136

and (send to both)

Arapahoe County Sheriff's Office
7375 S. Potomac St.
Centennial, CO 80112

To Seller:

Mike Midas
Waxie Sanitary Supply
2255 N. Pagosa St., Ste. N
Aurora, CO 80011

7. **Incorporated Documents.** The following documents are incorporated herein by reference and made a part of this Agreement:

☒ Invitation for Bid # 16-51, Detention Warehouse Inventory

☐ Request for Proposal #

☐ Other:

In the event of any conflicts between this Agreement and any attached documents, this Agreement shall control.

8. **Special Conditions.**

☐ No special conditions

☒ Special Conditions are as follows:

OPTION TO RENEW FOR SUBSEQUENT THREE (3) YEARS (WITH PRICE ADJUSTMENTS): The prices or discounts quoted in this Solicitation shall prevail during the specified term of the contract, at which time the County shall have the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three additional years. This option is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. The County will consider two (2) adjustment periods to the pricing structure if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The manufacturer letter must be submitted with the request in order to be considered. The Vendor shall notify the County of such adjustments, twice during the contract year; 1st notification – on January 01st & 2nd notification – on July 01st. The County requests a minimum of thirty (30) calendar days to allow for review and approvals. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

LIMITED CONTRACT(S) EXTENSION TO MAINTAIN SERVICE LEVELS: It is hereby agreed and understood that these contracts may be extended for an additional thirty (30) day transitional period after the contract is scheduled for termination and after any option years have been exercised. During this transitional period, the Vendor agrees to continue the same or a reduced level of service to the County at the same prices while the new contract, also in force, is being mobilized. The Vendor shall be allowed to invoice the County for this additional period on a pro rated basis.

LIMITED CONTRACT(S) EXTENSION TO COMPLETE DELIVERIES: Any specific deliveries that commence prior to the termination date of these contracts and which will extend beyond the termination date shall, unless terminated by mutual agreement by both parties, continue until completion at the same prices, terms and conditions as set forth herein.

COMPETENCY OF VENDORS - MINIMUM THREE (3) YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Vendor's facility may be made prior to award of contract.

Responses will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this Solicitation for a minimum period of three (3) years prior to the date of this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the County. The County reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the County) in making the award in the best interests of the County.

QUALIFICATIONS OF VENDOR: The County may make such investigations as deemed necessary to determine the ability of the Vendor to perform work, and the Vendor shall furnish all information and data for this purpose as the County requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Vendor fails to satisfy the County that such Vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

NUMBER OF DELIVERIES WITHIN CONTRACT PERIOD WILL BE BASED ON JUST IN TIME PURCHASING: The County recently converted its Warehouse operations to 'Just in Time' purchasing and ordering. This ordering process allows the County Warehouse to carry a lower inventory by ordering stock items from successful Vendors on a more frequent basis.

CONSIGNMENT OF CONTRACT NOT ALLOWED: Responses will only be considered from firms which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another vendor.

ELIMINATION FROM CONSIDERATION: An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the County upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the County, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

METHOD OF AWARD – BY GROUP, ITEM OR A COMBINATION: It is the intent of the County to award this Contract to the lowest responsive, responsible Vendor on a group-by-group basis, an item by item basis, or a combination of the two whichever is most advantageous to Arapahoe County. Notwithstanding, the County reserves the right to alter this method of award if such alteration results in a cost savings to the County.

PRIMARY VENDOR DESIGNATION: While the Method of Award contained within these Specifications prescribes the method for determining the lowest responsive, responsible Vendor, the County reserves the right to award this contract to the designated lowest Vendor as the Primary Vendor and to the designated second lowest Vendor(s) as the Secondary Vendor(s). If the County exercises this right, the Primary Vendor shall be given the first opportunity to perform the service or deliver the goods identified in this contract. If the Primary Vendor declines this opportunity, the County shall seek the identified goods or services from the Secondary Vendor(s).

SUB CONTRACTORS OF WORK SHALL BE IDENTIFIED: As part of its Response, the Vendor shall be required to identify any and all sub contractors that will be used in the performance of the contract resulting from this Solicitation. The Vendor shall also identify the capabilities, experience and portion of the work to be performed by the sub contractor(s). The competency of the sub contractor(s) with respect to skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County.

FEDERAL STANDARDS COMPLIANCE: All items to be purchased in conjunction with this Solicitation shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Office of Safety and Health

Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

PROTECTION OF PROPERTY: All existing structures, utilities, services, roads, trees, shrubbery, etc. located on County property shall be protected against damage or interrupted services at all times by the Vendor during the term of this contract. The Vendor shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Vendor's operation on the property to the satisfaction of the County.

DEMURRAGE CHARGES WILL NOT BE ALLOWED: The County shall not incur separate demurrage charges from Vendors who supply containers on an interim basis to the County in conjunction with this Solicitation. Any rental or demurrage charges for such containers that are normally charged by the Vendor must be reflected in the unit prices offered by the Vendor.

DELIVERY TO WAREHOUSE: The Vendor shall deliver all items requested through this solicitation to the Arapahoe County Detention Facility Warehouse which is located at 7375 South Potomac, Centennial, Colorado, 80112. Official inspection and acceptance of these items shall occur at this destination. Deliveries will be accepted from 7:00 a.m. to 5:00 p.m. Monday through Friday excluding County Holidays. Below are the 2016 Holidays that the County acknowledges and are subject to change annually:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day Observed

PACKING SLIP AND/OR DELIVERY TICKET: The Vendor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this Solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: Purchase Order number, date of order, a complete listing of items being delivered, and back order quantities and estimated delivery date of back orders if applicable and allowable. The County's Receiving representative has the authority to reject shipments that do not conform to this requirement.

DISCOUNTS OFFERED DURING TERM OF CONTRACT(S): The successful Vendor(s) may offer the County discounts below the original prices quoted in the Response during the term of the contract(s). In addition, Vendors are encouraged to offer additional discounts below the original prices quoted in the Response for large single orders. Such discounts cannot be considered in the evaluation of the Solicitation.

PRICE DECREASE DURING CONTRACT(S): If prices decrease during the term of the contract(s), the successful Vendor must notify the County of the lower prices so that all subsequent orders will reflect accurate pricing.

PRICE DISCOUNT OFF THE VENDOR'S PUBLISHED CATALOG PRICING: The Vendor shall quote a percentage discount off the Vendor's published catalog pricing (submit one copy of catalog with executed copy of this Solicitation). The resulting cost per item must also reflect all shipping and handling charges, trade discounts, and terms of payment.

PURCHASE OF OTHER ITEMS NOT LISTED ON THIS SOLICITATION BASED ON PERCENTAGE DISCOUNTS: While the County has listed all major items on the solicitation which are utilized by the County and/or departments in conjunction with their operations, there may be ancillary items that must be purchased by the County during the term of this contract. For this reason, Vendors are requested to quote a percentage discount from the Vendor's price list that will be offered to the County for items which do not appear on this solicitation. The County reserves the right to award these ancillary items to the successful Vendor or another Vendor based on the lowest actual price offered.

PURCHASE ORDERS PLACED WITH VENDOR DURING CONTRACT(S): All orders placed with the Vendor during the term of the contract(s) shall be issued by the County's Purchasing Division through a Purchase Order barring a unique Purchase Order number. The Vendor shall not fill any requests for materials or supplies until a Purchase Order has been received from the County. A verbal Purchase Order number, however, may be issued to the Vendor by an agent of the Purchasing Division under emergency circumstances in advance of a written Purchase Order.

DELIVERY SHALL BE WITHIN FIFTEEN (15) CALENDAR DAYS: The Vendor shall make deliveries within fifteen (15) calendar days after the date of the Purchase Order. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful Vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the Vendor. In these cases, the Vendor shall notify the County of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

MATERIAL PRICED INCORRECTLY: As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the County discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

DUPLICATE SHIPMENTS ARE NOT ALLOWED: The County will not accept duplicate shipments of items. If the Vendor sends duplicate shipments to a County location, the Vendor shall either retrieve the items at no cost to the County or allow the County to retain the items at no cost to the County.

BACK ORDERS MUST BE FILLED WITHIN THIRTY (30) CALENDAR DAYS: If the Vendor experiences a back order of items from its manufacturer or distributor, the Vendor must insure that such back orders are filled within thirty (30) calendar days from the date of the initial delivery. In these cases, the Vendor must notify the County of these backorders in advance of the delivery date so appropriate steps can be taken by the County to prevent inadequate stock levels or stock-outs. The Vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the Vendor for any re procurement costs.

MATERIALS WILL BE SUPPLIED BY THE VENDOR: The Vendor hereby agrees that all materials supplied by the Vendor in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied by the Vendor are found to be defective or do not conform to Specifications, the County reserves the right to either cancel the order and return such materials to the Vendor at the Vendor's expense or require the Vendor to replace the materials at the Vendor's expense.

STOCK LEVELS SHALL BE MAINTAINED BY VENDOR: The successful Vendor shall ensure that adequate stock levels are maintained at its place of business and/or at its distributor's place of business in order to assure the County of prompt delivery. If the delivery terms specified in this Solicitation are not fulfilled by the Vendor, the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the Vendor for any re procurement costs incurred by the County.

TESTING OF RANDOM SAMPLES: A representative sample of items delivered by the Vendor may be randomly selected and tested for compliance with these Specifications. If the delivered commodities do not conform to these Specifications, the County shall either require replacement within a reasonable period of time or cancel the contract for cause.

SHELF LIFE OF STOCK: The successful Vendor(s) shall supply the County with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the Vendor prior to shipment to the County.

EQUAL PRODUCT CAN BE CONSIDERED UPON RECEIPT OF LABELS UNLESS OTHERWISE INDICATED: The manufacturer's name, brand name and/or model number are used in these Specifications for the sole purpose of establishing minimum requirements for level of quality, standards of performance and design required by the County and is in no way intended to prohibit offering other manufacturer's items of equal or similar material unless otherwise indicated on the Specification and Pricing Form. Where an equal or similar product is offered, the Vendor's Response must be accompanied

by labels indicating the specification and ingredients for each equal or similar item offered. The County shall be the sole judge of equality or similarity and its decision shall be final in its best interest. Items identified as No Substitute on the Specification and Pricing Form are the only products that will be accepted on this Solicitation.

DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies, defects and/or damages in equipment or products delivered to the County in accordance with this Solicitation. All corrections shall be made within thirty (30) calendar days after such deficiencies, defects and/or damages are verbally reported to the Vendor by the Purchasing Division. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

PRODUCT RECALL: Vendor(s) awarded contract(s) under this solicitation shall be required to notify Arapahoe County's Purchasing Division of any manufacturer's recalls regarding items ordered under said contracts. The Vendor shall contact the Buyer by phone within two hours of notification by the manufacturer and shall follow-up in writing within 24 hours. Failure to comply with this requirement may be cause for termination of any existing contracts between the Vendor and the County and for removal from the County's approved vendor list(s).

SAMPLES OF PRODUCTS MAY BE REQUIRED DURING EVALUATION: After the Responses are opened by the County, the Vendors may be required to submit a sample of the goods to be supplied for evaluation by, and at no cost to, the County. If samples are required, the County will notify the Vendor of such and will specify the deadline for submission of the samples. Each individual sample must be clearly labeled with the Vendor's name, Solicitation number, manufacturer's name and brand name, and style number if applicable. All samples shall become the property of the County. The County reserves the right to perform its own testing procedures or to send any and all samples to any certifiable laboratory for analysis. On the basis of this testing and analysis, the County shall be the sole judge of the acceptability of the sample in conformance with the Specifications and its decision shall be final. Any samples submitted shall create an express warranty that the whole of the goods provided by the Vendor during the contract period shall conform to the sample submitted. The Vendor shall be required to provide adequate restitution to the County, in the manner described by the County, if this warranty is violated during the term of the contract.

SUBSTITUTION OF ITEMS: Substitute brands or models may be considered during the contract period for discontinued brands or models, unless otherwise stipulated as a 'no substitute' item in the Specifications. The Vendor shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of the County's Purchasing Division prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

WARRANTY SHALL BE FOR ONE YEAR: In addition to all other warranties that may be supplied by the Vendor, the Vendor shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of one year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full period identified above, regardless of whether the Vendor is under contract with the County at the time of defect. Any payment by the County on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions.

SHIPPING TERMS FOB DESTINATION: All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

MINIMUM DOLLAR VALUE: Arapahoe County will not be restricted by minimum order quantities.

FUEL ADJUSTMENTS (SURCHARGES): The County will not accept fuel adjustments from the firm unless a negotiated request for such adjustments are agreed by both parties as to amount and very specific timeframe. Such an agreement must be documented before the assessment date; the County will not honor such adjustments invoiced without the attachment of such agreement to the invoice.

METHOD OF PAYMENT PERIODIC INVOICES FROM COMPLETED DELIVERIES: The successful Vendor shall submit an invoice to the Arapahoe County Sheriff's Office – Budget and Logistics. The invoice shall reference the appropriate Purchase Order number, the delivery address, and the corresponding delivery ticket or packing slip number that was signed by the authorized representative of the County when the items were delivered and accepted. The periodic

invoices shall not exceed thirty calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items. Invoices must match the pricing indicated on the Purchase Order. The Purchase Order pricing is based on the prices submitted by the successful Vendor offer. Incorrect invoicing will be returned to the awarded Vendor for correction. Any correspondence regarding adjustments in pricing must be received by the Purchasing Division for review no less than ninety (90) days prior to contract renewal. Pricing adjustments not received and approved by the Purchasing Division during contract renewal will not be honored.

ACCIDENT PREVENTION: The Vendor shall be required to take safety precautions in an effort to protect persons and County property. All contractors and sub contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for same. Barricades shall be provided by the Vendor when work is performed in areas traversed by persons or when deemed necessary by the County's Project Manager.

TOXIC SUBSTANCES: The Federal 'Right to Know' Regulations implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances in the workplace to which they may be exposed, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. Accordingly, all Responses must be accompanied by Material Safety Data Sheets (MSDS), provided, however, that the low Vendor may be given the opportunity to submit these Sheets to the County during the Response evaluation period in the best interest of the County.

CATASTROPHIC EMERGENCY SERVICE: This clause may be enforced by the County only upon the issuance of a State of Colorado, Governor Emergency Proclamation or declaration of a State of Emergency by either the Federal Emergency Management Authority or the Arapahoe County Board of County Commissioners. The purpose of this clause is to establish response priority, pricing base and pre-positioning for the County should one or more of the Emergency Declarations be issued.

Upon the issuance of one or more of the Emergency Declarations, the Consultant agrees to provide catastrophic emergency services on 24 hours/seven-days-a-week basis. During regular work hours, as defined by Arapahoe County, catastrophic emergency services response time shall be no more than twelve (12) hours after verbal notification by the County of such an emergency. During non work hours, the emergency services response time shall be no more than twenty-four (24) hours after verbal notification by the County. The Consultant shall submit a detailed written estimate, which outlines the recommended corrective measures, to the County's Project Manager or designated point of contact for approval prior to the initiation of the services. The County's Project Manager or designated point of contact may verbally waive this requirement if found to be in the County's best interest.

PURCHASE BY OTHER GOVERNMENTAL AGENCIES: Each governmental unit which avails itself of this contract will establish its own contact, place its own orders, issues its own purchase orders, be invoiced there from and make its own payments and issue its own exemption certifications as required by the Vendor. It is understood and agreed that Arapahoe County is not a legally binding party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.This Agreement is in effect October 1, 2016 through September 30, 2017, at which time the County shall have the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three additional years. The option is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. During the option period, the County will consider an adjustment to the pricing if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The Vendor shall notify the County of such adjustments during the option period a minimum of ninety (90) calendar days prior to the effective date of the new price to be charged to the County. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

PURCHASE AGREEMENT

Bid Number: IFB-16-51, Detention Warehouse Inventory

THIS AGREEMENT, entered into as of the 31st day of October, 2016, by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County"), and Western Paper Distributors, Inc. (hereinafter referred to as the "Seller").

WHEREAS, the County desires to engage the Seller to purchase the goods described in Section 1 of Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Description of Goods.** The Seller agrees to convey and deliver to County the goods identified in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Delivery.** The time, place and manner of delivery of the goods shall be as specified in Section 2 of Exhibit A. All time limits are of the essence in this Agreement. Each delivery of goods shall be accompanied by an itemized invoice and any documents of title. The County reserves the right to reject and return to the Seller, at Seller's expense, such portion of any goods delivered as may be defective or not in conformance with the specifications, without invalidating Seller's obligations under this Agreement. Title to the goods shall not transfer until the goods have been delivered in full conformance with the Agreement, and until the goods have been inspected and accepted by the County. Unless otherwise indicated in Exhibit A, the goods shall be delivered FOB Destination, freight prepaid.

3. **Installation.** If indicated in Section 3 of Exhibit A, Seller shall install the goods. Installation of the goods shall be performed in a good and workmanlike manner, and in conformance with any applicable specifications. Seller shall fully cooperate with the County in arranging a suitable time for installation. Seller shall be responsible for any costs of replacement or repair incurred by the County as a result of injury or damage to the County's property due to Seller's negligence in installing the goods. The Seller represents, covenants and agrees that its work will be accurate and free from any material errors.

4. **Maintenance.** If it is indicated in Section 4 of Exhibit A that Seller shall provide maintenance, Seller shall regularly maintain the goods in good working order and in compliance with the manufacturer's specifications for the time period specified. Seller shall also provide qualified repair personnel at the site within 24 hours of receipt of telephonic notification of a breakdown or failure of the goods from the County. Seller shall be compensated for maintenance as indicated in Section 5 of Exhibit A. Seller shall provide a separate invoice for all maintenance charges and the County shall have 45 days from receipt of the invoice to make payment. Unless it is indicated in Section 5 of Exhibit A that maintenance includes labor only, maintenance shall include all labor, materials and parts. If it is indicated in Section 5 of Exhibit A that maintenance includes labor only, all necessary materials and parts shall be provided by Seller at the lowest market rate and payment for such will not be authorized unless a purchase order is issued and signed by an authorized official. County may terminate Seller's obligation to provide maintenance upon 14 days' notice to Seller and County shall bear no further liability for maintenance charges. Upon termination Seller shall refund any pre-paid maintenance charges. The Seller represents, covenants and agrees that its work will be accurate and free from any material errors.

5. **Method of Payment.** The County will compensate Seller for the goods as specified in Section 5 of Exhibit A, subject to: 1) proper delivery (and installation where applicable) of the goods by Seller, 2) inspection and acceptance by the County, and 3) the availability of appropriated funds within the annual budget. Such compensation is inclusive of all relevant sales and/or use taxes, and all costs of delivery and installation (unless specifically stated otherwise in Exhibit A).

6. **Warranties.**

A. Conformance to Specifications. Seller warrants that the goods shall conform in all respects to any and all specifications, including performance specifications, set forth in Section 1 of Exhibit A or in any applicable Request for Bid/Proposal, which is incorporated herein by reference.

B. Absence of Liens. Seller warrants that the goods shall be delivered free of any security interest or other lien or encumbrance of which County has no actual knowledge at the time of execution of this Agreement.

C. Title. Seller warrants that Seller has absolute and good title to the goods purchased herein, and in the event any claim arises concerning Sellers ownership of the goods purchased herein a breach of the warranty of title shall have occurred.

D. Patents and Trademarks. Seller warrants that the goods shall be delivered free of any patent or trademark infringement claims. Seller shall indemnify the County against any and all costs and liabilities, including attorneys fees, arising from patent or trademark infringement claims on account of any goods furnished by Seller pursuant to this Agreement.

E. Condition. Seller warrants that all goods purchased under this Agreement shall, unless specifically indicated otherwise in each case, be new, unused and of good quality, and shall be free from defects in materials or workmanship. Seller shall repair or replace all defective goods at its expense, including shipping/delivery/installation costs.

F. Warranties are Cumulative/Incorporation of Warranties. It is the parties' intention that all warranties, expressed or implied, are cumulative, and that the express warranties stated herein are in addition to any implied warranties. All express warranties provided by Seller in addition to those warranties stated herein, and all implied warranties, are incorporated herein by reference and are thereby made a part of this Agreement.

7. **General Terms and Conditions.**

A. Termination of Agreement. The County shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof. Unless expressly stated otherwise in the notice, Seller shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Seller shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Seller shall be entitled to receive compensation in accordance with this Agreement for any satisfactory goods provided and services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination. Notwithstanding the above, the Seller shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Seller.

B. Audit. The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Seller which are pertinent to the Seller's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Seller shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records which are pertinent to the Seller's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

C. Equal Employment Opportunity. While performing this Agreement, the Seller shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

D. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any Exhibit, attachment or bid proposal, the language of this Agreement shall govern.

E. Compliance with Laws/Licenses and Permits. Seller shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. Seller shall be responsible for obtaining all licenses and permits necessary to convey the goods and to perform any maintenance required by the Agreement.

F. No Waiver of Rights. The County's approval or acceptance of, or payment for, the goods shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

G. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Seller written notice of such non-appropriation.

H. Conflict of Interest/Ethics. The Seller shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Seller with regard to providing services pursuant to this Agreement. The Seller shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Ethical Principles and Guidelines.

I. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Seller substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Seller. These remedial actions are as follows:

1) Suspend Seller's performance pending necessary corrective action as specified by the County without the Seller's entitlement to an increase in price/cost or a time extension; and/or

2) Withhold payment to the Seller until the necessary services or corrections in performance are satisfactorily completed; and/or

3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Seller, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, it its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Seller of its exercise of any of the foregoing remedial actions.

J. Force Majeure. Neither the Seller nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

K. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Seller. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

L. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

M. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Seller agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Seller to perform the services and accomplish the tasks described. Seller accepts the relationship of trust and confidence established between Seller and the County by this Agreement. Seller covenants with the County to use its best efforts. Seller shall further the interests of the County according to the

County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

8. **Insurance.** In part to assure the County that the Seller is always capable of fulfilling the specified indemnification obligations, the Seller must purchase and maintain insurance of the kind and in the minimum amounts specified herein.

A. The Seller agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

1) Workers' Compensation Insurance: The Seller will maintain workers' compensation insurance covering the Seller for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
  - $1,000,000 bodily injury for each accident
  - $1,000,000 each employee for disease
  - $1,000,000 disease aggregate

The requirements of this provision shall apply to the Seller and to all subcontractors.

2) Commercial General Liability: The Seller will maintain commercial general liability insurance covering all operations by or on behalf of the Seller on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury. Such insurance will have these minimum limits and coverages:

Minimum Limits:

- $1,000,000 each occurrence
- $2,000,000 general aggregate
- $2,000,000 products and completed operations aggregate, if applicable

Coverages:

- Defense in addition to the limits of liability
- Severability of Interests Provision
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Seller and to all subcontractors.

3) Automobile Liability: The Seller will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection Minimum Limits:

Minimum Limit:

- $1,000,000 Combined Single Limit Each Accident

Coverages:

- MCS 90 for vehicles carrying hazardous materials

- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Seller and to all subcontractors.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Seller.

C. The Seller shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

D. Failure on the part of the Seller to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

9. **Insurance Certificates.**

A. The Seller shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Seller has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

10. **Indemnification.** The Seller shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Seller, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Seller's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of all obligations under this Agreement, and shall survive the termination of this Agreement.

11. **Independent Contractor.** The Seller is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Seller to perform maintenance or other work under the terms of this Agreement shall be and remain at all times employees of Seller or employees of their respective employers for all purposes.

12. **Notices.** Any notices/correspondence from one party to the other relating to this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 6 of Exhibit A.

13. **Assignment.** No assignment by Seller of any rights, including rights to money due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement, shall be allowed without written permission from the County.

14. **Force Majeure.** Neither the Seller nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

15. **Extent of Agreement.** This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the County and Seller. Any amendments to this must be in writing and be signed by both the County and Seller. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(PA Form 6/24/16)

SELLER : Western Paper Distributors, Inc

By: _____
(signature)

Title: Account Manager

Signed this 27 day of October, 2016

State of Colorado)
County of Denver)

Subscribed and sworn to before me this 27 day of October, 2016

by Jeffrey R. Hartman.

My commission expires 02/28/2020

Karen R. Dike
Notary Public

KAREN R. DIKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994017014
MY COMMISSION EXPIRES FEBRUARY 28, 2020

SEAL

ATTEST: Clerk to the Board

_____

Date: _____

ARAPAHOE COUNTY

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

EXHIBIT A to Purchasing Agreement between the County and Western Paper Distributors, Inc.
Bid Number: IFB-16-51.

1. **Goods.** The Seller hereby agrees to and accepts the responsibility for providing the following goods:

ACG Material #	ITEM	Price Pkg	Price	Item No.
50000113	KWIK WIPES, KRESTO	$64.80	$16.20	
50000018	BUFFING PAD 20" WHITE	$11.40	$2.28	BSL-FPPL20
50000224	SCOURING PAD-GREEN 6X9	$3.95	$0.1975	BSL-HPMDGN-Green Thin Pad
50000345	TOILET PAPER, 2-ply, 500sheets	$28.66	$0.30	SCA-TM1616S
50000816	ENMOTION HIGH CAPACITY	$39.90	$6.65	GP-89460.

2. **Delivery.**

☐ The goods shall be delivered on at the following location

☐ The goods shall be delivered in installments as follows:

☒ Other: The Seller shall make deliveries within fifteen (15) calendar days after the date of the Purchase Order.

3. **Installation.**

☐ The goods shall be installed by Seller at the time of delivery.

4. **Maintenance.**

☐ Seller shall maintain the goods for the period of .

☐ Maintenance services include labor only.

Seller shall be compensated for maintenance services provided under this Agreement (in addition to the compensation listed below for the sale of the goods) as follows: .

A. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Seller certifies and agrees as follows:

1) The Seller shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

2) The Seller shall not enter into a contract with a subcontractor that fails to certify to the Seller that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3) The Seller has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification ("e-verify") program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment ("Department").

4) The Seller shall not use the e-verify or Department programs to undertake preemployment screening of job applicants while this Agreement is being performed.

5) If the Seller obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Seller shall: (a) notify the subcontractor and the County within three days that the Seller has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the

notice the subcontractor does not stop employing or contracting with the illegal alien; except that Seller shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6) The Seller shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

7) If the Seller violates any of the provisions of this section 4.Q. the County may immediately terminate this Agreement effective upon the receipt by Seller of written notice of termination from the County, and the Seller shall be liable for actual and consequential damages to the County.

8) Compliance with this subsection (a) is not required if the Seller is a governmental entity.

5. **Payment.** The County agrees to compensate Seller for the sale of the goods detailed in Section 1 above, Goods, as follows (choose one):

☐ Single lump sum, due within 45 days of delivery and acceptance of all goods covered by the Agreement, in the amount of: .

☐ Separate payments for each delivery of goods, due within 45 days of acceptance of each portion of the goods delivered, in the amount of/at the rate of: .

☒ Other: Payment for each delivery of goods recieved. Invoices must match the pricing indicated on the Purchase Order.

The total amount of compensation for the goods under this Agreement shall not exceed (excluding any charges for maintenance as described above) Seller agrees to meet the minimum quantities as set forth in IFB-16-51 for the products awarded and referneced on the attached spreadsheet. No guarantee is expressed or implied as to additional quantities.

6. **Addresses.** The addresses for Notices/Correspondence are as follows:

To County:
Arapahoe County Attorney
5334 S. Prince St.
Littleton, CO 80120-1136

and (send to both)

Arapahoe County Sheriff's Office
7375 S. Potomac St.
Centennial, CO 80112

To Seller:
Jeff Hartman, Account Manager
Western Paper Distributors, Inc
11551 E. 45th Ave., Ste. A
Denver, CO 80239

7. **Incorporated Documents.** The following documents are incorporated herein by reference and made a part of this Agreement:

☒ Invitation for Bid # 16-51, Detention Warehouse Inventory

☐ Request for Proposal #

☐ Other:

In the event of any conflicts between this Agreement and any attached documents, this Agreement shall control.

8. **Special Conditions.**

☐ No special conditions

☒ Special Conditions are as follows:

OPTION TO RENEW FOR SUBSEQUENT THREE (3) YEARS (WITH PRICE ADJUSTMENTS): The prices or discounts quoted in this Solicitation shall prevail during the specified term of the contract, at which time the County shall have the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three additional years. This option is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. The County will consider two (2) adjustment periods to the pricing structure if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The manufacturer letter must be submitted with the request in order to be considered. The Vendor shall notify the County of such adjustments, twice during the contract year; 1st notification – on January 01st & 2nd notification – on July 01st. The County requests a minimum of thirty (30) calendar days to allow for review and approvals. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

LIMITED CONTRACT(S) EXTENSION TO MAINTAIN SERVICE LEVELS: It is hereby agreed and understood that these contracts may be extended for an additional thirty (30) day transitional period after the contract is scheduled for termination and after any option years have been exercised. During this transitional period, the Vendor agrees to continue the same or a reduced level of service to the County at the same prices while the new contract, also in force, is being mobilized. The Vendor shall be allowed to invoice the County for this additional period on a pro rated basis.

LIMITED CONTRACT(S) EXTENSION TO COMPLETE DELIVERIES: Any specific deliveries that commence prior to the termination date of these contracts and which will extend beyond the termination date shall, unless terminated by mutual agreement by both parties, continue until completion at the same prices, terms and conditions as set forth herein.

COMPETENCY OF VENDORS - MINIMUM THREE (3) YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Vendor's facility may be made prior to award of contract. Responses will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this Solicitation for a minimum period of three (3) years prior to the date of this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the County. The County reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the County) in making the award in the best interests of the County.

QUALIFICATIONS OF VENDOR: The County may make such investigations as deemed necessary to determine the ability of the Vendor to perform work, and the Vendor shall furnish all information and data for this purpose as the County requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Vendor fails to satisfy the County that such Vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

NUMBER OF DELIVERIES WITHIN CONTRACT PERIOD WILL BE BASED ON JUST IN TIME PURCHASING: The County recently converted its Warehouse operations to 'Just in Time' purchasing and ordering. This ordering process

allows the County Warehouse to carry a lower inventory by ordering stock items from successful Vendors on a more frequent basis.

CONSIGNMENT OF CONTRACT NOT ALLOWED: Responses will only be considered from firms which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another vendor.

ELIMINATION FROM CONSIDERATION: An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the County upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the County, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

METHOD OF AWARD – BY GROUP, ITEM OR A COMBINATION: It is the intent of the County to award this Contract to the lowest responsive, responsible Vendor on a group-by-group basis, an item by item basis, or a combination of the two whichever is most advantageous to Arapahoe County. Notwithstanding, the County reserves the right to alter this method of award if such alteration results in a cost savings to the County.

PRIMARY VENDOR DESIGNATION: While the Method of Award contained within these Specifications prescribes the method for determining the lowest responsive, responsible Vendor, the County reserves the right to award this contract to the designated lowest Vendor as the Primary Vendor and to the designated second lowest Vendor(s) as the Secondary Vendor(s). If the County exercises this right, the Primary Vendor shall be given the first opportunity to perform the service or deliver the goods identified in this contract. If the Primary Vendor declines this opportunity, the County shall seek the identified goods or services from the Secondary Vendor(s).

SUB CONTRACTORS OF WORK SHALL BE IDENTIFIED: As part of its Response, the Vendor shall be required to identify any and all sub contractors that will be used in the performance of the contract resulting from this Solicitation. The Vendor shall also identify the capabilities, experience and portion of the work to be performed by the sub contractor(s). The competency of the sub contractor(s) with respect to skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County.

FEDERAL STANDARDS COMPLIANCE: All items to be purchased in conjunction with this Solicitation shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

PROTECTION OF PROPERTY: All existing structures, utilities, services, roads, trees, shrubbery, etc. located on County property shall be protected against damage or interrupted services at all times by the Vendor during the term of this contract. The Vendor shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Vendor's operation on the property to the satisfaction of the County.

DEMURRAGE CHARGES WILL NOT BE ALLOWED: The County shall not incur separate demurrage charges from Vendors who supply containers on an interim basis to the County in conjunction with this Solicitation. Any rental or demurrage charges for such containers that are normally charged by the Vendor must be reflected in the unit prices offered by the Vendor.

DELIVERY TO WAREHOUSE: The Vendor shall deliver all items requested through this solicitation to the Arapahoe County Detention Facility Warehouse which is located at 7375 South Potomac, Centennial, Colorado, 80112. Official inspection and acceptance of these items shall occur at this destination. Deliveries will be accepted from 7:00 a.m. to 5:00 p.m. Monday through Friday excluding County Holidays. Below are the 2016 Holidays that the County acknowledges and are subject to change annually:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Independence Day

- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day Observed

PACKING SLIP AND/OR DELIVERY TICKET: The Vendor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this Solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: Purchase Order number, date of order, a complete listing of items being delivered, and back order quantities and estimated delivery date of back orders if applicable and allowable. The County's Receiving representative has the authority to reject shipments that do not conform to this requirement.

DISCOUNTS OFFERED DURING TERM OF CONTRACT(S): The successful Vendor(s) may offer the County discounts below the original prices quoted in the Response during the term of the contract(s). In addition, Vendors are encouraged to offer additional discounts below the original prices quoted in the Response for large single orders. Such discounts cannot be considered in the evaluation of the Solicitation.

PRICE DECREASE DURING CONTRACT(S): If prices decrease during the term of the contract(s), the successful Vendor must notify the County of the lower prices so that all subsequent orders will reflect accurate pricing.

PRICE DISCOUNT OFF THE VENDOR'S PUBLISHED CATALOG PRICING: The Vendor shall quote a percentage discount off the Vendor's published catalog pricing (submit one copy of catalog with executed copy of this Solicitation). The resulting cost per item must also reflect all shipping and handling charges, trade discounts, and terms of payment.

PURCHASE OF OTHER ITEMS NOT LISTED ON THIS SOLICITATION BASED ON PERCENTAGE DISCOUNTS: While the County has listed all major items on the solicitation which are utilized by the County and/or departments in conjunction with their operations, there may be ancillary items that must be purchased by the County during the term of this contract. For this reason, Vendors are requested to quote a percentage discount from the Vendor's price list that will be offered to the County for items which do not appear on this solicitation. The County reserves the right to award these ancillary items to the successful Vendor or another Vendor based on the lowest actual price offered.

PURCHASE ORDERS PLACED WITH VENDOR DURING CONTRACT(S): All orders placed with the Vendor during the term of the contract(s) shall be issued by the County's Purchasing Division through a Purchase Order barring a unique Purchase Order number. The Vendor shall not fill any requests for materials or supplies until a Purchase Order has been received from the County. A verbal Purchase Order number, however, may be issued to the Vendor by an agent of the Purchasing Division under emergency circumstances in advance of a written Purchase Order.

DELIVERY SHALL BE WITHIN FIFTEEN (15) CALENDAR DAYS: The Vendor shall make deliveries within fifteen (15) calendar days after the date of the Purchase Order. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful Vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the Vendor. In these cases, the Vendor shall notify the County of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

MATERIAL PRICED INCORRECTLY: As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the County discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

DUPLICATE SHIPMENTS ARE NOT ALLOWED: The County will not accept duplicate shipments of items. If the Vendor sends duplicate shipments to a County location, the Vendor shall either retrieve the items at no cost to the County or allow the County to retain the items at no cost to the County.

BACK ORDERS MUST BE FILLED WITHIN THIRTY (30) CALENDAR DAYS: If the Vendor experiences a back order of items from its manufacturer or distributor, the Vendor must insure that such back orders are filled within thirty (30) calendar days from the date of the initial delivery. In these cases, the Vendor must notify the County of these backorders in advance of the delivery date so appropriate steps can be taken by the County to prevent inadequate stock levels or stock-outs. The Vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the Vendor for any re procurement costs.

MATERIALS WILL BE SUPPLIED BY THE VENDOR: The Vendor hereby agrees that all materials supplied by the Vendor in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied by the Vendor are found to be defective or do not conform to Specifications, the County reserves the right to either cancel the order and return such materials to the Vendor at the Vendor's expense or require the Vendor to replace the materials at the Vendor's expense.

STOCK LEVELS SHALL BE MAINTAINED BY VENDOR: The successful Vendor shall ensure that adequate stock levels are maintained at its place of business and/or at its distributor's place of business in order to assure the County of prompt delivery. If the delivery terms specified in this Solicitation are not fulfilled by the Vendor, the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the Vendor for any re procurement costs incurred by the County.

TESTING OF RANDOM SAMPLES: A representative sample of items delivered by the Vendor may be randomly selected and tested for compliance with these Specifications. If the delivered commodities do not conform to these Specifications, the County shall either require replacement within a reasonable period of time or cancel the contract for cause.

SHELF LIFE OF STOCK: The successful Vendor(s) shall supply the County with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the Vendor prior to shipment to the County.

EQUAL PRODUCT CAN BE CONSIDERED UPON RECEIPT OF LABELS UNLESS OTHERWISE INDICATED: The manufacturer's name, brand name and/or model number are used in these Specifications for the sole purpose of establishing minimum requirements for level of quality, standards of performance and design required by the County and is in no way intended to prohibit offering other manufacturer's items of equal or similar material unless otherwise indicated on the Specification and Pricing Form. Where an equal or similar product is offered, the Vendor's Response must be accompanied by labels indicating the specification and ingredients for each equal or similar item offered. The County shall be the sole judge of equality or similarity and its decision shall be final in its best interest. Items identified as No Substitute on the Specification and Pricing Form are the only products that will be accepted on this Solicitation.

DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies, defects and/or damages in equipment or products delivered to the County in accordance with this Solicitation. All corrections shall be made within thirty (30) calendar days after such deficiencies, defects and/or damages are verbally reported to the Vendor by the Purchasing Division. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

PRODUCT RECALL: Vendor(s) awarded contract(s) under this solicitation shall be required to notify Arapahoe County's Purchasing Division of any manufacturer's recalls regarding items ordered under said contracts. The Vendor shall contact the Buyer by phone within two hours of notification by the manufacturer and shall follow-up in writing within 24 hours. Failure to comply with this requirement may be cause for termination of any existing contracts between the Vendor and the County and for removal from the County's approved vendor list(s).

SAMPLES OF PRODUCTS MAY BE REQUIRED DURING EVALUATION: After the Responses are opened by the County, the Vendors may be required to submit a sample of the goods to be supplied for evaluation by, and at no cost to, the County. If samples are required, the County will notify the Vendor of such and will specify the deadline for submission of the samples. Each individual sample must be clearly labeled with the Vendor's name, Solicitation number, manufacturer's name and brand name, and style number if applicable. All samples shall become the property of the County. The County reserves the right to perform its own testing procedures or to send any and all samples to any certifiable laboratory for

analysis. On the basis of this testing and analysis, the County shall be the sole judge of the acceptability of the sample in conformance with the Specifications and its decision shall be final. Any samples submitted shall create an express warranty that the whole of the goods provided by the Vendor during the contract period shall conform to the sample submitted. The Vendor shall be required to provide adequate restitution to the County, in the manner described by the County, if this warranty is violated during the term of the contract.

SUBSTITUTION OF ITEMS: Substitute brands or models may be considered during the contract period for discontinued brands or models, unless otherwise stipulated as a 'no substitute' item in the Specifications. The Vendor shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of the County's Purchasing Division prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

WARRANTY SHALL BE FOR ONE YEAR: In addition to all other warranties that may be supplied by the Vendor, the Vendor shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of one year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full period identified above, regardless of whether the Vendor is under contract with the County at the time of defect. Any payment by the County on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions.

SHIPPING TERMS FOB DESTINATION: All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

MINIMUM DOLLAR VALUE: Arapahoe County will not be restricted by minimum order quantities.

FUEL ADJUSTMENTS (SURCHARGES): The County will not accept fuel adjustments from the firm unless a negotiated request for such adjustments are agreed by both parties as to amount and very specific timeframe. Such an agreement must be documented before the assessment date; the County will not honor such adjustments invoiced without the attachment of such agreement to the invoice.

METHOD OF PAYMENT PERIODIC INVOICES FROM COMPLETED DELIVERIES: The successful Vendor shall submit an invoice to the Arapahoe County Sheriff's Office – Budget and Logistics. The invoice shall reference the appropriate Purchase Order number, the delivery address, and the corresponding delivery ticket or packing slip number that was signed by the authorized representative of the County when the items were delivered and accepted. The periodic invoices shall not exceed thirty calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items. Invoices must match the pricing indicated on the Purchase Order. The Purchase Order pricing is based on the prices submitted by the successful Vendor offer. Incorrect invoicing will be returned to the awarded Vendor for correction. Any correspondence regarding adjustments in pricing must be received by the Purchasing Division for review no less than ninety (90) days prior to contract renewal. Pricing adjustments not received and approved by the Purchasing Division during contract renewal will not be honored.

ACCIDENT PREVENTION: The Vendor shall be required to take safety precautions in an effort to protect persons and County property. All contractors and sub contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for same. Barricades shall be provided by the Vendor when work is performed in areas traversed by persons or when deemed necessary by the County's Project Manager.

TOXIC SUBSTANCES: The Federal 'Right to Know' Regulations implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances in the workplace to which they may be exposed, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. Accordingly, all Responses must be accompanied by Material Safety Data Sheets (MSDS), provided, however, that the low Vendor may be given the opportunity to submit these Sheets to the County during the Response evaluation period in the best interest of the County.

CATASTROPHIC EMERGENCY SERVICE: This clause may be enforced by the County only upon the issuance of a State of Colorado, Governor Emergency Proclamation or declaration of a State of Emergency by either the Federal Emergency Management Authority or the Arapahoe County Board of County Commissioners. The purpose of this clause is to establish response priority, pricing base and pre-positioning for the County should one or more of the Emergency Declarations be issued.

Upon the issuance of one or more of the Emergency Declarations, the Consultant agrees to provide catastrophic emergency services on 24 hours/seven-days-a-week basis. During regular work hours, as defined by Arapahoe County, catastrophic emergency services response time shall be no more than twelve (12) hours after verbal notification by the County of such an emergency. During non work hours, the emergency services response time shall be no more than twenty-four (24) hours after verbal notification by the County. The Consultant shall submit a detailed written estimate, which outlines the recommended corrective measures, to the County's Project Manager or designated point of contact for approval prior to the initiation of the services. The County's Project Manager or designated point of contact may verbally waive this requirement if found to be in the County's best interest.

PURCHASE BY OTHER GOVERNMENTAL AGENCIES: Each governmental unit which avails itself of this contract will establish its own contact, place its own orders, issues its own purchase orders, be invoiced there from and make its own payments and issue its own exemption certifications as required by the Vendor. It is understood and agreed that Arapahoe County is not a legally binding party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.This Agreement is in effect October 1, 2016 through September 30, 2017, at which time the County shall have the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three additional years. The option is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. During the option period, the County will consider an adjustment to the pricing if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The Vendor shall notify the County of such adjustments during the option period a minimum of ninety (90) calendar days prior to the effective date of the new price to be charged to the County. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

PURCHASE AGREEMENT

Bid Number: IFB-16-51, Detention Warehouse Inventory

THIS AGREEMENT, entered into as of the 31st day of October, 2016, by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County"), and Neve's Uniforms, Inc. (hereinafter referred to as the "Seller").

WHEREAS, the County desires to engage the Seller to purchase the goods described in Section 1 of Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Description of Goods.** The Seller agrees to convey and deliver to County the goods identified in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Delivery.** The time, place and manner of delivery of the goods shall be as specified in Section 2 of Exhibit A. All time limits are of the essence in this Agreement. Each delivery of goods shall be accompanied by an itemized invoice and any documents of title. The County reserves the right to reject and return to the Seller, at Seller's expense, such portion of any goods delivered as may be defective or not in conformance with the specifications, without invalidating Seller's obligations under this Agreement. Title to the goods shall not transfer until the goods have been delivered in full conformance with the Agreement, and until the goods have been inspected and accepted by the County. Unless otherwise indicated in Exhibit A, the goods shall be delivered FOB Destination, freight prepaid.

3. **Installation.** If indicated in Section 3 of Exhibit A, Seller shall install the goods. Installation of the goods shall be performed in a good and workmanlike manner, and in conformance with any applicable specifications. Seller shall fully cooperate with the County in arranging a suitable time for installation. Seller shall be responsible for any costs of replacement or repair incurred by the County as a result of injury or damage to the County's property due to Seller's negligence in installing the goods. The Seller represents, covenants and agrees that its work will be accurate and free from any material errors.

4. **Maintenance.** If it is indicated in Section 4 of Exhibit A that Seller shall provide maintenance, Seller shall regularly maintain the goods in good working order and in compliance with the manufacturer's specifications for the time period specified. Seller shall also provide qualified repair personnel at the site within 24 hours of receipt of telephonic notification of a breakdown or failure of the goods from the County. Seller shall be compensated for maintenance as indicated in Section 5 of Exhibit A. Seller shall provide a separate invoice for all maintenance charges and the County shall have 45 days from receipt of the invoice to make payment. Unless it is indicated in Section 5 of Exhibit A that maintenance includes labor only, maintenance shall include all labor, materials and parts. If it is indicated in Section 5 of Exhibit A that maintenance includes labor only, all necessary materials and parts shall be provided by Seller at the lowest market rate and payment for such will not be authorized unless a purchase order is issued and signed by an authorized official. County may terminate Seller's obligation to provide maintenance upon 14 days' notice to Seller and County shall bear no further liability for maintenance charges. Upon termination Seller shall refund any pre-paid maintenance charges. The Seller represents, covenants and agrees that its work will be accurate and free from any material errors.

5. **Method of Payment.** The County will compensate Seller for the goods as specified in Section 5 of Exhibit A, subject to: 1) proper delivery (and installation where applicable) of the goods by Seller, 2) inspection and acceptance by the County, and 3) the availability of appropriated funds within the annual budget. Such compensation is inclusive of all relevant sales and/or use taxes, and all costs of delivery and installation (unless specifically stated otherwise in Exhibit A).

6. **Warranties.**

A. Conformance to Specifications. Seller warrants that the goods shall conform in all respects to any and all specifications, including performance specifications, set forth in Section 1 of Exhibit A or in any applicable Request for Bid/Proposal, which is incorporated herein by reference.

B. Absence of Liens. Seller warrants that the goods shall be delivered free of any security interest or other lien or encumbrance of which County has no actual knowledge at the time of execution of this Agreement.

C. Title. Seller warrants that Seller has absolute and good title to the goods purchased herein, and in the event any claim arises concerning Sellers ownership of the goods purchased herein a breach of the warranty of title shall have occurred.

D. Patents and Trademarks. Seller warrants that the goods shall be delivered free of any patent or trademark infringement claims. Seller shall indemnify the County against any and all costs and liabilities, including attorneys fees, arising from patent or trademark infringement claims on account of any goods furnished by Seller pursuant to this Agreement.

E. Condition. Seller warrants that all goods purchased under this Agreement shall, unless specifically indicated otherwise in each case, be new, unused and of good quality, and shall be free from defects in materials or workmanship. Seller shall repair or replace all defective goods at its expense, including shipping/delivery/installation costs.

F. Warranties are Cumulative/Incorporation of Warranties. It is the parties' intention that all warranties, expressed or implied, are cumulative, and that the express warranties stated herein are in addition to any implied warranties. All express warranties provided by Seller in addition to those warranties stated herein, and all implied warranties, are incorporated herein by reference and are thereby made a part of this Agreement.

7. **General Terms and Conditions.**

A. Termination of Agreement. The County shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof. Unless expressly stated otherwise in the notice, Seller shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Seller shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Seller shall be entitled to receive compensation in accordance with this Agreement for any satisfactory goods provided and services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination. Notwithstanding the above, the Seller shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Seller.

B. Audit. The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Seller which are pertinent to the Seller's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Seller shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records which are pertinent to the Seller's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

C. Equal Employment Opportunity. While performing this Agreement, the Seller shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

D. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any Exhibit, attachment or bid proposal, the language of this Agreement shall govern.

E. Compliance with Laws/Licenses and Permits. Seller shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. Seller shall be responsible for obtaining all licenses and permits necessary to convey the goods and to perform any maintenance required by the Agreement.

F. No Waiver of Rights. The County's approval or acceptance of, or payment for, the goods shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

G. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Seller written notice of such non-appropriation.

H. Conflict of Interest/Ethics. The Seller shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Seller with regard to providing services pursuant to this Agreement. The Seller shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Ethical Principles and Guidelines.

I. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Seller substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Seller. These remedial actions are as follows:

1) Suspend Seller's performance pending necessary corrective action as specified by the County without the Seller's entitlement to an increase in price/cost or a time extension; and/or

2) Withhold payment to the Seller until the necessary services or corrections in performance are satisfactorily completed; and/or

3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Seller, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, it its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Seller of its exercise of any of the foregoing remedial actions.

J. Force Majeure. Neither the Seller nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

K. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Seller. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

L. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

M. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Seller agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Seller to perform the services and accomplish the tasks described. Seller accepts the relationship of trust and confidence established between Seller and the County by this Agreement. Seller covenants with the County to use its best efforts. Seller shall further the interests of the County according to the

County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

8. **Insurance.** In part to assure the County that the Seller is always capable of fulfilling the specified indemnification obligations, the Seller must purchase and maintain insurance of the kind and in the minimum amounts specified herein.

A. The Seller agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

1) Workers' Compensation Insurance: The Seller will maintain workers' compensation insurance covering the Seller for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
  - $1,000,000 bodily injury for each accident
  - $1,000,000 each employee for disease
  - $1,000,000 disease aggregate

The requirements of this provision shall apply to the Seller and to all subcontractors.

2) Commercial General Liability: The Seller will maintain commercial general liability insurance covering all operations by or on behalf of the Seller on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury. Such insurance will have these minimum limits and coverages:

Minimum Limits:

- $1,000,000 each occurrence
- $2,000,000 general aggregate
- $2,000,000 products and completed operations aggregate, if applicable

Coverages:

- Defense in addition to the limits of liability
- Severability of Interests Provision
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Seller and to all subcontractors.

3) Automobile Liability: The Seller will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection Minimum Limits:

Minimum Limit:

- $1,000,000 Combined Single Limit Each Accident

Coverages:

- MCS 90 for vehicles carrying hazardous materials

- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Seller and to all subcontractors.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Seller.

C. The Seller shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

D. Failure on the part of the Seller to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

9. **Insurance Certificates.**

A. The Seller shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Seller has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

10. **Indemnification.** The Seller shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Seller, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Seller's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of all obligations under this Agreement, and shall survive the termination of this Agreement.

11. **Independent Contractor.** The Seller is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Seller to perform maintenance or other work under the terms of this Agreement shall be and remain at all times employees of Seller or employees of their respective employers for all purposes.

12. **Notices.** Any notices/correspondence from one party to the other relating to this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 6 of Exhibit A.

13. **Assignment.** No assignment by Seller of any rights, including rights to money due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement, shall be allowed without written permission from the County.

14. **Force Majeure.** Neither the Seller nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

15. **Extent of Agreement.** This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the County and Seller. Any amendments to this must be in writing and be signed by both the County and Seller. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(PA Form 6/24/16)

SELLER : Neve's Uniforms, Inc.

By: Jack Shinsato
(signature)

Title: DIRECTOR OF SALES : OPERATIONS

Signed this 1 day of NOV, 2016

State of Colorado)
County of Denver)

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

by _____.

My commission expires 4-10-17.

Denise Smith
Notary Public

SEAL

ATTEST: Clerk to the Board

_____

Date: _____

ARAPAHOE COUNTY

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

EXHIBIT A to Purchasing Agreement between the County and Neve's Uniforms, Inc.
Bid Number: IFB-16-51.

1. **Goods.** The Seller hereby agrees to and accepts the responsibility for providing the following goods:

ITEM		Price	Item No.
50000910	SW Safety Solutions Inc. Case = 10 boxes of 100	$43.75	N048312
50000911	SW Safety Solutions Inc. Case = 10 boxes of 100	$43.75	N048313
50000913	SW Safety Solutions Inc. Case = 10 boxes of 100	$43.75	N048314
50000914	SW Safety Solutions Inc. Case = 10 boxes of 100	$43.75	N048315
50000918	Kappler Zytron 100 Coverall, S/M, 12/Cs	$129.95	Z1S414 Zytron 100
50000919	Kappler Zytron 100 Coverall , L/XLarge, 12/Cs	$129.95	Z1S414 Zytron 100
50000920	Kappler Zytron 100 Coverall , 2XL/3XLarge, 12/Cs	$142.95	Z1S414 Zytron 100
50000921	Kappler Zytron 100 Coverall , 4XLarge	$149.95	Z1S414 Zytron 100
50000922	Kappler Zytron 100 Coverall , 5XLarge, 12/Cs	$159.95	Z1S414 Zytron 100.

2. **Delivery.**

☐ The goods shall be delivered on at the following location .

☐ The goods shall be delivered in installments as follows:

☒ Other: The Seller shall make deliveries within fifteen (15) calendar days after the date of the Purchase Order.

3. **Installation.**

☐ The goods shall be installed by Seller at the time of delivery.

4. **Maintenance.**

☐ Seller shall maintain the goods for the period of .

☐ Maintenance services include labor only.

Seller shall be compensated for maintenance services provided under this Agreement (in addition to the compensation listed below for the sale of the goods) as follows: .

A. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Seller certifies and agrees as follows:

1) The Seller shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

2) The Seller shall not enter into a contract with a subcontractor that fails to certify to the Seller that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3) The Seller has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification ("e-verify") program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment ("Department").

4) The Seller shall not use the e-verify or Department programs to undertake preemployment screening of job applicants while this Agreement is being performed.

5) If the Seller obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Seller shall: (a) notify the subcontractor and the County within three days that the Seller has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Seller shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6) The Seller shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

7) If the Seller violates any of the provisions of this section 4.Q. the County may immediately terminate this Agreement effective upon the receipt by Seller of written notice of termination from the County, and the Seller shall be liable for actual and consequential damages to the County.

8) Compliance with this subsection (a) is not required if the Seller is a governmental entity.

5. **Payment.** The County agrees to compensate Seller for the sale of the goods detailed in Section 1 above, Goods, as follows (choose one):

☐ Single lump sum, due within 45 days of delivery and acceptance of all goods covered by the Agreement, in the amount of: .

☐ Separate payments for each delivery of goods, due within 45 days of acceptance of each portion of the goods delivered, in the amount of/at the rate of: .

☒ Other: Payment for each delivery of goods recieved. Invoices must match the pricing indicated on the Purchase Order.

The total amount of compensation for the goods under this Agreement shall not exceed (excluding any charges for maintenance as described above) Seller agrees to meet the minimum quantities as set forth in IFB-16-51 for the products awarded and referneced on the attached spreadsheet. No guarantee is expressed or implied as to additional quantities.

6. **Addresses.** The addresses for Notices/Correspondence are as follows:

To County:

Arapahoe County Attorney
5334 S. Prince St.
Littleton, CO 80120-1136

and (send to both)

Arapahoe County Sheriff's Office
7375 S. Potomac St.
Centennial, CO 80112

To Seller:

Jack Shinnick
Neve's Uniforms, Inc.
5120 Osage St., Ste. #200
Denver, CO 80221

7. **Incorporated Documents.** The following documents are incorporated herein by reference and made a part of this Agreement:

☒ Invitation for Bid # 16-51, Detention Warehouse Inventory

☐ Request for Proposal #

☐ Other:

In the event of any conflicts between this Agreement and any attached documents, this Agreement shall control.

8. **Special Conditions.**

☐ No special conditions

☒ Special Conditions are as follows:

OPTION TO RENEW FOR SUBSEQUENT THREE (3) YEARS (WITH PRICE ADJUSTMENTS): The prices or discounts quoted in this Solicitation shall prevail during the specified term of the contract, at which time the County shall have the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three additional years. This option is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. The County will consider two (2) adjustment periods to the pricing structure if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The manufacturer letter must be submitted with the request in order to be considered. The Vendor shall notify the County of such adjustments, twice during the contract year; 1st notification – on January 01st & 2nd notification – on July 01st. The County requests a minimum of thirty (30) calendar days to allow for review and approvals. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

LIMITED CONTRACT(S) EXTENSION TO MAINTAIN SERVICE LEVELS: It is hereby agreed and understood that these contracts may be extended for an additional thirty (30) day transitional period after the contract is scheduled for termination and after any option years have been exercised. During this transitional period, the Vendor agrees to continue the same or a reduced level of service to the County at the same prices while the new contract, also in force, is being mobilized. The Vendor shall be allowed to invoice the County for this additional period on a pro rated basis.

LIMITED CONTRACT(S) EXTENSION TO COMPLETE DELIVERIES: Any specific deliveries that commence prior to the termination date of these contracts and which will extend beyond the termination date shall, unless terminated by mutual agreement by both parties, continue until completion at the same prices, terms and conditions as set forth herein.

COMPETENCY OF VENDORS - MINIMUM THREE (3) YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Vendor's facility may be made prior to award of contract. Responses will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this Solicitation for a minimum period of three (3) years prior to the date of this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the County. The County reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the County) in making the award in the best interests of the County.

QUALIFICATIONS OF VENDOR: The County may make such investigations as deemed necessary to determine the ability of the Vendor to perform work, and the Vendor shall furnish all information and data for this purpose as the County requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any bid if the

evidence submitted by, or investigation of, such Vendor fails to satisfy the County that such Vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

NUMBER OF DELIVERIES WITHIN CONTRACT PERIOD WILL BE BASED ON JUST IN TIME PURCHASING: The County recently converted its Warehouse operations to 'Just in Time' purchasing and ordering. This ordering process allows the County Warehouse to carry a lower inventory by ordering stock items from successful Vendors on a more frequent basis.

CONSIGNMENT OF CONTRACT NOT ALLOWED: Responses will only be considered from firms which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another vendor.

ELIMINATION FROM CONSIDERATION: An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the County upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the County, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

METHOD OF AWARD – BY GROUP, ITEM OR A COMBINATION: It is the intent of the County to award this Contract to the lowest responsive, responsible Vendor on a group-by-group basis, an item by item basis, or a combination of the two whichever is most advantageous to Arapahoe County. Notwithstanding, the County reserves the right to alter this method of award if such alteration results in a cost savings to the County.

PRIMARY VENDOR DESIGNATION: While the Method of Award contained within these Specifications prescribes the method for determining the lowest responsive, responsible Vendor, the County reserves the right to award this contract to the designated lowest Vendor as the Primary Vendor and to the designated second lowest Vendor(s) as the Secondary Vendor(s). If the County exercises this right, the Primary Vendor shall be given the first opportunity to perform the service or deliver the goods identified in this contract. If the Primary Vendor declines this opportunity, the County shall seek the identified goods or services from the Secondary Vendor(s).

SUB CONTRACTORS OF WORK SHALL BE IDENTIFIED: As part of its Response, the Vendor shall be required to identify any and all sub contractors that will be used in the performance of the contract resulting from this Solicitation. The Vendor shall also identify the capabilities, experience and portion of the work to be performed by the sub contractor(s). The competency of the sub contractor(s) with respect to skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County.

FEDERAL STANDARDS COMPLIANCE: All items to be purchased in conjunction with this Solicitation shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

PROTECTION OF PROPERTY: All existing structures, utilities, services, roads, trees, shrubbery, etc. located on County property shall be protected against damage or interrupted services at all times by the Vendor during the term of this contract. The Vendor shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Vendor's operation on the property to the satisfaction of the County.

DEMURRAGE CHARGES WILL NOT BE ALLOWED: The County shall not incur separate demurrage charges from Vendors who supply containers on an interim basis to the County in conjunction with this Solicitation. Any rental or demurrage charges for such containers that are normally charged by the Vendor must be reflected in the unit prices offered by the Vendor.

DELIVERY TO WAREHOUSE: The Vendor shall deliver all items requested through this solicitation to the Arapahoe County Detention Facility Warehouse which is located at 7375 South Potomac, Centennial, Colorado, 80112. Official inspection and acceptance of these items shall occur at this destination. Deliveries will be accepted from 7:00 a.m. to 5:00 p.m. Monday through Friday excluding County Holidays. Below are the 2016 Holidays that the County acknowledges and are subject to change annually:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day Observed

PACKING SLIP AND/OR DELIVERY TICKET: The Vendor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this Solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: Purchase Order number, date of order, a complete listing of items being delivered, and back order quantities and estimated delivery date of back orders if applicable and allowable. The County's Receiving representative has the authority to reject shipments that do not conform to this requirement.

DISCOUNTS OFFERED DURING TERM OF CONTRACT(S): The successful Vendor(s) may offer the County discounts below the original prices quoted in the Response during the term of the contract(s). In addition, Vendors are encouraged to offer additional discounts below the original prices quoted in the Response for large single orders. Such discounts cannot be considered in the evaluation of the Solicitation.

PRICE DECREASE DURING CONTRACT(S): If prices decrease during the term of the contract(s), the successful Vendor must notify the County of the lower prices so that all subsequent orders will reflect accurate pricing.

PRICE DISCOUNT OFF THE VENDOR'S PUBLISHED CATALOG PRICING: The Vendor shall quote a percentage discount off the Vendor's published catalog pricing (submit one copy of catalog with executed copy of this Solicitation). The resulting cost per item must also reflect all shipping and handling charges, trade discounts, and terms of payment.

PURCHASE OF OTHER ITEMS NOT LISTED ON THIS SOLICITATION BASED ON PERCENTAGE DISCOUNTS: While the County has listed all major items on the solicitation which are utilized by the County and/or departments in conjunction with their operations, there may be ancillary items that must be purchased by the County during the term of this contract. For this reason, Vendors are requested to quote a percentage discount from the Vendor's price list that will be offered to the County for items which do not appear on this solicitation. The County reserves the right to award these ancillary items to the successful Vendor or another Vendor based on the lowest actual price offered.

PURCHASE ORDERS PLACED WITH VENDOR DURING CONTRACT(S): All orders placed with the Vendor during the term of the contract(s) shall be issued by the County's Purchasing Division through a Purchase Order barring a unique Purchase Order number. The Vendor shall not fill any requests for materials or supplies until a Purchase Order has been received from the County. A verbal Purchase Order number, however, may be issued to the Vendor by an agent of the Purchasing Division under emergency circumstances in advance of a written Purchase Order.

DELIVERY SHALL BE WITHIN FIFTEEN (15) CALENDAR DAYS: The Vendor shall make deliveries within fifteen (15) calendar days after the date of the Purchase Order. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful Vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the Vendor. In these cases, the Vendor shall notify the County of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

MATERIAL PRICED INCORRECTLY: As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the County discovers, through its contract monitoring process or formal audit process,

that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
DUPLICATE SHIPMENTS ARE NOT ALLOWED: The County will not accept duplicate shipments of items. If the Vendor sends duplicate shipments to a County location, the Vendor shall either retrieve the items at no cost to the County or allow the County to retain the items at no cost to the County.

BACK ORDERS MUST BE FILLED WITHIN THIRTY (30) CALENDAR DAYS: If the Vendor experiences a back order of items from its manufacturer or distributor, the Vendor must insure that such back orders are filled within thirty (30) calendar days from the date of the initial delivery. In these cases, the Vendor must notify the County of these backorders in advance of the delivery date so appropriate steps can be taken by the County to prevent inadequate stock levels or stock-outs. The Vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the Vendor for any re procurement costs.

MATERIALS WILL BE SUPPLIED BY THE VENDOR: The Vendor hereby agrees that all materials supplied by the Vendor in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied by the Vendor are found to be defective or do not conform to Specifications, the County reserves the right to either cancel the order and return such materials to the Vendor at the Vendor's expense or require the Vendor to replace the materials at the Vendor's expense.

STOCK LEVELS SHALL BE MAINTAINED BY VENDOR: The successful Vendor shall ensure that adequate stock levels are maintained at its place of business and/or at its distributor's place of business in order to assure the County of prompt delivery. If the delivery terms specified in this Solicitation are not fulfilled by the Vendor, the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the Vendor for any re procurement costs incurred by the County.

TESTING OF RANDOM SAMPLES: A representative sample of items delivered by the Vendor may be randomly selected and tested for compliance with these Specifications. If the delivered commodities do not conform to these Specifications, the County shall either require replacement within a reasonable period of time or cancel the contract for cause.

SHELF LIFE OF STOCK: The successful Vendor(s) shall supply the County with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the Vendor prior to shipment to the County.

EQUAL PRODUCT CAN BE CONSIDERED UPON RECEIPT OF LABELS UNLESS OTHERWISE INDICATED: The manufacturer's name, brand name and/or model number are used in these Specifications for the sole purpose of establishing minimum requirements for level of quality, standards of performance and design required by the County and is in no way intended to prohibit offering other manufacturer's items of equal or similar material unless otherwise indicated on the Specification and Pricing Form. Where an equal or similar product is offered, the Vendor's Response must be accompanied by labels indicating the specification and ingredients for each equal or similar item offered. The County shall be the sole judge of equality or similarity and its decision shall be final in its best interest. Items identified as No Substitute on the Specification and Pricing Form are the only products that will be accepted on this Solicitation.

DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies, defects and/or damages in equipment or products delivered to the County in accordance with this Solicitation. All corrections shall be made within thirty (30) calendar days after such deficiencies, defects and/or damages are verbally reported to the Vendor by the Purchasing Division. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

PRODUCT RECALL: Vendor(s) awarded contract(s) under this solicitation shall be required to notify Arapahoe County's Purchasing Division of any manufacturer's recalls regarding items ordered under said contracts. The Vendor shall contact the Buyer by phone within two hours of notification by the manufacturer and shall follow-up in writing within 24 hours. Failure to comply with this requirement may be cause for termination of any existing contracts between the Vendor and the County and for removal from the County's approved vendor list(s).

SAMPLES OF PRODUCTS MAY BE REQUIRED DURING EVALUATION: After the Responses are opened by the County, the Vendors may be required to submit a sample of the goods to be supplied for evaluation by, and at no cost to, the County. If samples are required, the County will notify the Vendor of such and will specify the deadline for submission of the samples. Each individual sample must be clearly labeled with the Vendor's name, Solicitation number, manufacturer's name and brand name, and style number if applicable. All samples shall become the property of the County. The County reserves the right to perform its own testing procedures or to send any and all samples to any certifiable laboratory for analysis. On the basis of this testing and analysis, the County shall be the sole judge of the acceptability of the sample in conformance with the Specifications and its decision shall be final. Any samples submitted shall create an express warranty that the whole of the goods provided by the Vendor during the contract period shall conform to the sample submitted. The Vendor shall be required to provide adequate restitution to the County, in the manner described by the County, if this warranty is violated during the term of the contract.

SUBSTITUTION OF ITEMS: Substitute brands or models may be considered during the contract period for discontinued brands or models, unless otherwise stipulated as a 'no substitute' item in the Specifications. The Vendor shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of the County's Purchasing Division prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

WARRANTY SHALL BE FOR ONE YEAR: In addition to all other warranties that may be supplied by the Vendor, the Vendor shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of one year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full period identified above, regardless of whether the Vendor is under contract with the County at the time of defect. Any payment by the County on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions.

SHIPPING TERMS FOB DESTINATION: All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

MINIMUM DOLLAR VALUE: Arapahoe County will not be restricted by minimum order quantities.

FUEL ADJUSTMENTS (SURCHARGES): The County will not accept fuel adjustments from the firm unless a negotiated request for such adjustments are agreed by both parties as to amount and very specific timeframe. Such an agreement must be documented before the assessment date; the County will not honor such adjustments invoiced without the attachment of such agreement to the invoice.

METHOD OF PAYMENT PERIODIC INVOICES FROM COMPLETED DELIVERIES: The successful Vendor shall submit an invoice to the Arapahoe County Sheriff's Office – Budget and Logistics. The invoice shall reference the appropriate Purchase Order number, the delivery address, and the corresponding delivery ticket or packing slip number that was signed by the authorized representative of the County when the items were delivered and accepted. The periodic invoices shall not exceed thirty calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items. Invoices must match the pricing indicated on the Purchase Order. The Purchase Order pricing is based on the prices submitted by the successful Vendor offer. Incorrect invoicing will be returned to the awarded Vendor for correction. Any correspondence regarding adjustments in pricing must be received by the Purchasing Division for review no less than ninety (90) days prior to contract renewal. Pricing adjustments not received and approved by the Purchasing Division during contract renewal will not be honored.

ACCIDENT PREVENTION: The Vendor shall be required to take safety precautions in an effort to protect persons and County property. All contractors and sub contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for same. Barricades shall be provided by the Vendor when work is performed in areas traversed by persons or when deemed necessary by the County's Project Manager.

TOXIC SUBSTANCES: The Federal 'Right to Know' Regulations implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances in the workplace to which

they may be exposed, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. Accordingly, all Responses must be accompanied by Material Safety Data Sheets (MSDS), provided, however, that the low Vendor may be given the opportunity to submit these Sheets to the County during the Response evaluation period in the best interest of the County.

CATASTROPHIC EMERGENCY SERVICE: This clause may be enforced by the County only upon the issuance of a State of Colorado, Governor Emergency Proclamation or declaration of a State of Emergency by either the Federal Emergency Management Authority or the Arapahoe County Board of County Commissioners. The purpose of this clause is to establish response priority, pricing base and pre-positioning for the County should one or more of the Emergency Declarations be issued.

Upon the issuance of one or more of the Emergency Declarations, the Consultant agrees to provide catastrophic emergency services on 24 hours/seven-days-a-week basis. During regular work hours, as defined by Arapahoe County, catastrophic emergency services response time shall be no more than twelve (12) hours after verbal notification by the County of such an emergency. During non work hours, the emergency services response time shall be no more than twenty-four (24) hours after verbal notification by the County. The Consultant shall submit a detailed written estimate, which outlines the recommended corrective measures, to the County's Project Manager or designated point of contact for approval prior to the initiation of the services. The County's Project Manager or designated point of contact may verbally waive this requirement if found to be in the County's best interest.

PURCHASE BY OTHER GOVERNMENTAL AGENCIES: Each governmental unit which avails itself of this contract will establish its own contact, place its own orders, issues its own purchase orders, be invoiced there from and make its own payments and issue its own exemption certifications as required by the Vendor. It is understood and agreed that Arapahoe County is not a legally binding party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.This Agreement is in effect October 1, 2016 through September 30, 2017, at which time the County shall have the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three additional years. The option is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. During the option period, the County will consider an adjustment to the pricing if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The Vendor shall notify the County of such adjustments during the option period a minimum of ninety (90) calendar days prior to the effective date of the new price to be charged to the County. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

Petitioner/Parcel Address	Parcel Number	Year	Previous Value	New Value	Refund
Advance Acceptance	27394-24309-027	2015	$906,122	$589,537	$8,599.94
5970 Greenwood Plaza Boulevard					
M1					
Chris and Allison Wilson	2077-11-2-02-006	2015	$2,740,100	$2,648,800	$694.44
4411 South Lafayette Street					
M1					
David and Ann Durham	2075-18-4-07-003	2015	$1,341,000	$1,313,200	$194.75
5831 South Birch Court					
M1					
John and Sheri Gebicki	2071-20-4-05-034	2015	$407,400	$396,100	$113.10
6530 South Newcastle Way					
M11					
Panorama Falls Investments LLC	2075-34-2-38-017	2014	$347,620	$347,620	$0.00
9085 East Mineral Circle #365					
M10					
M1. I considered the evidence submitted & testimony given by both the Assessor & the petitioner/agent at this hearing. I find in this case that the Assessor's determination of value is better supported by all of the facts presented.					

M10. Petitioner/agent voluntarily withdrew this petition prior to the hearing. Withdrawal of the petition is hereby accepted as final action by the Board of County Commissioners. Therefore, the final actual value of this parcel for XXXX is $X,XXX,XXX,XXX.					
M11. The Assessor recommended & the petitioner/agent agreed to this value prior to the hearing. Based upon all information supplied, I concur with this value.					

Board Summary Report

Date: **December 15, 2016**

To: Board of County Commissioners

Through: Ronald A. Carl, County Attorney

From: **Karen Thompsen, Paralegal**

Subject: Abatements – I need 5 Resolution Numbers

Purpose and Recommendation

The purpose of this request is for the adoption of 5 resolutions approving the recommendations of the hearing officer for abatement petitions originally denied by the Assessor's Office.

Background

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

Discussion

The following abatement recommendations are a result of the above-mentioned hearings by the hearing officer.

Alternatives

None.

Fiscal Impact

Reduction in the amount of property taxes collected on approved petitions, and no decrease in the taxes collected on denied petitions.

Concurrence

The hearing officer and County Attorney support these recommendations.

Reviewed By

Ronald A. Carl, County Attorney
Karen Thompsen, Paralegal

RESOLUTION NO. 170XXX 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 Baker, ; Commissioner Conti, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.

Board Summary Report

Date: December 5, 2016

To: Board of County Commissioners

Through: David C. Walcher, Sheriff

From: Olga Fujaros, Budget & Logistics Manager

Subject: 2016 Agreement for Services between Arapahoe County and Correctional Psychology Associates, RFP-16-66

Request and Recommendation
Request the Board of County Commissioners to authorize the Chair of the Board of County Commissioners to sign the Agreement for Services between Arapahoe County and Correctional Psychology Associates for the provision of Inmate Mental Health Services.

Background
An RFP for inmate mental health services was solicited in 2016 for 2016 / 2017 with the option to renew for an additional three (3) years.

Links to Align Arapahoe
Optimize Use of Resources: The RFP process ensures that the Detention Center is getting the best possible price for the services it needs.

Discussion
Correctional Psychology Associates was awarded the contract for the provision of Inmate Mental Health Services per RFP-16-66.

Alternatives
There is no alternative as Correctional Psychology Associates was awarded the contract per RFP-16-66.

Fiscal Impact
The cost of the Agreement for Services will not exceed $93,600.00 and has been included in the Sheriff's Office 2016 / 2017 Commissary Fund Budget.

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

Reviewed By:
Olga Fujaros, Budget & Logistics Manager
Vincent Line, Detention Service Bureau

Louie Perea, Undersheriff
David C. Walcher, Sheriff
Finance Department
County Attorney

RESOLUTION NO. 1 It was moved by Commissioner and duly seconded by Commissioner to authorize the Chair of the Board of County Commissioners to sign the Agreement for Services by and between Arapahoe County and Correctional Psychology Associates for the purpose of providing inmate mental health services at the Arapahoe County Sheriff's Office Detention Facility for the period of December 1, 2016 to November 30, 2017, 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.

AGREEMENT FOR SERVICES

Project Number or Name: RFP 16-66, Inmate Mental Health Services

THIS AGREEMENT is entered into as of the 1st day of December, 2016 by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County") and Correctional Psychology Associates (hereinafter referred to as the "Contractor").

WHEREAS, the County desires to engage the Contractor to provide the services described in Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** The Contractor agrees to perform the services described in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Time of Performance.** The services of the Contractor are to commence and be completed (or end) by the dates set forth in Section 2 of Exhibit A, unless this Agreement is sooner terminated pursuant to paragraph 4.A. below. All time limits are of the essence in this Agreement.

3. **Method of Payment.** The County will compensate the Contractor for services rendered in accordance with Section 3 of Exhibit A, subject to the availability of appropriated funds within the annual budget. The Contractor is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on compensation paid under this Agreement. The Contractor shall submit requests for payment in a form acceptable to the County and in conformance with the County's policies. The Contractor shall provide such backup information for its payment requests as may be reasonably requested by the County. The County shall have forty-five (45) days from receipt of any payment request to make payment to the Contractor.

4. **General Terms and Conditions.**

A. Termination of Agreement. The County or the Contractor shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least the number of days set forth in Section 4 of Exhibit A prior to the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall become the property of the County. Unless expressly stated otherwise in the notice, Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Contractor shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Contractor.

B. Changes. The County or Contractor may, from time to time, request changes in the scope of services or compensation of the Contractor. Such changes that are mutually agreed upon between the County and Contractor shall be in writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Contractor and by the Board of County Commissioners, or by a person authorized by resolution to sign on behalf of the Board.

C. Assignability or Subcontracting. Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the County.

D. Audit. The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Contractor which are pertinent to the Contractor's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Contractor shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records

which are pertinent to the Contractor's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

E. Equal Employment Opportunity. While performing this Agreement, the Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

F. Ownership of Documents. All drawings, specifications, guidelines and other documents prepared or received by the Contractor in connection with this Agreement shall be the property of the County.

G. Assignment of Copyrights. The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the rights to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

H. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

I. Compliance with Laws/Licenses and Permits. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. The Contractor shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Contractor's expense, unless specifically stated otherwise in this Agreement.

J. No Waiver of Rights. The County's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

K. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation.

L. Conflict of Interest/Ethics. The Contractor shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Contractor with regard to providing services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Ethical Principles and Guidelines.

M. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Contractor substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Contractor. These remedial actions are as follows:

(1) Suspend Contractor's performance pending necessary corrective action as specified by the County without the Contractor's entitlement to an increase in price/cost or a time extension; and/or

(2) Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

(3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, it its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Contractor of its exercise of any of the foregoing remedial actions.

N. Force Majeure. Neither the Contractor nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

O. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

P. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Contractor certifies and agrees as follows:

(1) The Contractor shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

(2) The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(3) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification ("e-verify") program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment ("Department").

(4) The Contractor shall not use the e-verify or Department programs to undertake preemployment screening of job applicants while this Agreement is being performed.

(5) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Contractor shall: (a) notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(6) The Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

(7) If the Contractor violates any of the provisions of this section 4.Q. the County may immediately terminate this Agreement effective upon the receipt by Contractor of written notice of termination from the County, and the Contractor shall be liable for actual and consequential damages to the County.

(8) Compliance with this subsection Q is not required if the Contractor is a governmental entity.

R. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Contractor agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Contractor to perform the services and accomplish the tasks described. Contractor accepts the relationship of trust and confidence established between Contractor and the County by this Agreement. Contractor covenants with the County to use its best efforts. Contractor shall further the interests of the County according to the County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

S. Accuracy of Work. The Contractor represents, covenants and agrees that its work will be accurate and free from any material errors.

5. **Insurance.** In part to assure the County that the Contractor is always capable of fulfilling the specified indemnification obligations, the Contractor must purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Section 7 of Exhibit A.

A. The Contractor agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

(1) Workers' Compensation Insurance: The Contractor will maintain workers' compensation insurance covering the contractor for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
  - $1,000,000 bodily injury for each accident
  - $1,000,000 each employee for disease
  - $1,000,000 disease aggregate

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(2) Commercial General Liability: The Contractor will maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury. Such insurance will have these minimum limits and coverages:

Minimum Limits:

- $1,000,000 each occurrence
- $2,000,000 general aggregate with dedicated limits per project site
- $2,000,000 products and completed operations aggregate

Coverages:

- Products and completed operations coverage maintained for at least 2 years after completion of the project for construction contractors
- Contractual Liability
- Independent Contractors
- Defense in addition to the limits of liability
- Severability of Interests Provision
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(3) Automobile Liability: The Contractor will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection Minimum Limits:

Minimum Limit:

- $1,000,000 Combined Single Limit Each Accident

Coverages:

- MCS 90 for vehicles carrying hazardous materials
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(4) If indicated in Section 5 of Exhibit A, Errors and Omissions or Professional Liability Insurance with a minimum coverage amount as specified in Section 5 of Exhibit A, and for two years beyond the completion of all services under this Agreement.

(5) If indicated in Section 6 of Exhibit A, Cyber Liability Insurance with a minimum coverage amount as specified in Section 6 of Exhibit A.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Contractor.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. The Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination or non-renewal of the policies.

E. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

G. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

6. **Insurance Certificates.**

A. The Contractor shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Contractor has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may

withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

7. **Indemnification.** The Contractor shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Contractor, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Contractor's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

8. **Independent Contractor.** The Contractor is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Contractor to perform work under the terms of this Agreement shall be and remain at all times employees of the Contractor or employees of their respective employers for all purposes.

9. **Notices.** Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 7 of Exhibit A.

10. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the County and the Contractor. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(SA Form, 9/14/16)

TAMMY A FABREGAS
NOTARY PUBLIC
STATE OF COLORADO
Notary ID 20014030764
My Commission Expires 10/30/2017

CONTRACTOR : Correctional Psychology Associates

By: _____
(signature)

Title: PRESIDENT

Signed this 1st day of December, 2016

State of Colorado)
County of Denver)

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

by Chris Morley.

My commission expires October 30, 2017

Tammy A. Fabregas
Notary Public

SEAL

ATTEST: Clerk to the Board

_____

Date:_____

ARAPAHOE COUNTY

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

EXHIBIT A to Agreement between the County and Correctional Psychology Associates.
Project Number or Name: RFP 16-66, Inmate Mental Health Services.

1. **Scope of Services.** The Contractor hereby agrees to and accepts responsibility to perform the following services:

Correctional Psychology Associates shall provide basic mental health services to the inmate population of the Arapahoe County Sheriff's Office Detention Facility on a weekly basis. Correctional Psychology Associates will provide mental health evaluations on a weekly basis not to exceed twenty (20) hours per week. Correctional Psychology Associates must be available every week to provide adequate coverage during those times when the Psychologist may be out of the office on any type of leave so as not to disrupt the services being provided to the inmates. Specific days and hours of service will be mutually agreed upon by Correctional Psychology Associates and the Arapahoe County Sheriff's Office.

Correctional Psychology Associates shall provide basic mental health services to the inmates at the Araphoe County Sheriff's Office Detention Facility. Services provided shall include the following:

a. Mental health consultations and evaluations of inmates on a weekly basis, not to exceed 20 hours per week. Specific hours and days shall be determined by Correctional Psychology Associates and the Arapahoe County Sheriffs Office.

b. Reports and evaluations shall be provided according to Contractor's and State Division of Mental Health Standards. . In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control.

2. **Time of Performance.** The services of the Contractor shall commence (choose one):

☒ As of the date of this Agreement.

☐ As specified in a Notice to Proceed to be provided by the County.

☐ As of the following date: .

The services of the Contractor shall be completed, or shall end, by November 30, 2017, Arapahoe County shall have the option to renew the contract for subsequent one year periods, provided, however, that Correctional Psychology Associates will maintain the same prices or discounts that were awarded during the initial contract. The optional renewal periods shall not exceed three years. Continuation of the contract beyond the initial period is a County prerogative and not a right of Correctional Psychology Associates. This prerogative will be exercised only when such continuation is clearly in the best interest of the County. .

3. **Compensation.** The County agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows (choose one):

☐ Lump sum due upon completion: .

☒ Hourly rate of $90.00 (to be billed monthly).

☐ Other: .

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed $93,600.

4. **Notices of Termination.** Notices of termination shall be given at least thirty (30) days before the effective date of termination.

5. **Professional Liability Insurance.** Errors and Omissions or Professional Liability Insurance is required ☒ (check box only if it is required). The required minimum amount of coverage is $1,000,000 (indicate amount only if it is required).

6. **Cyber Liability Insurance.** Cyber Liability Insurance is required ☐ (check box only if it is required). The required minimum amount of coverage is not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement

and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The requirements of this provision shall apply to the Contractor and to all subcontractors.

7. **Addresses for Notices.** The addresses for Notices are as follows:

To the County:

Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136

and (send to both)

Arapahoe County Sheriff's Office Detention Facility
ATTN: Carl Anderson
7375 South Potomac Street
Centennial, Colorado 80112

To the Contractor:

Correctional Psychology Associates
ATTN: Dr. Christopher J. Morley
570 West 44th Avenue, Suite 320
Denver, Colorado 80216

8. **Special Conditions.**

☐ No special conditions

☒ Special Conditions are as follows:

1. Any reports, information, data, etc., provided to or obtained by Contractor shall be considered the property of the Sheriff and shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval ofthe Sheriff or his designee.

2. I certify that I am a small independent contractor, and as such, I am not required, under Colorado law, to carry workers compensation insurance on myself or for my business. I further agree, to assume all risk of injury of any type and kind, and to hold Arapahoe County, its elected and appointed officials, officers, employees, agents and the Sheriff and his officers, employees and agents harmless from any and all liability associated with any injury that I may incur as a result of the work described in this contract. Further, I agree to be personally responsible for any and all medical bills that I may incur as a result of any injury while ingaged in the work described in this contract.

3. The Contractor shall comply with the 2012 Prison Rape Elimination Act Standards

LIMITED CONTRACT EXTENSION TO MAINTAIN SERVICE LEVELS: It is hereby agreed and understood that this contract may be extended for an additional thirty-day transitional period after the contract is scheduled for termination and after any option years have been exercised. During this transitional period, the Contractor agrees to continue the same or a reduced level of service to the County at the same prices while the new contract, also in force, is being mobilized. The Contractor shall be allowed to invoice the County for this additional period on a pro rated basis.

CURRENT LICENSING REQUIRED: Individuals / firms must employ professionally licensed psychologists and must be authorized to practice in the State of Colorado.

GOVERNMENT STANDARDS AND REQUIREMENTS: All services to be provided in conjunction with this Contract shall either meet or exceed all federal, state and local governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH) and the National Fire Protection Association (NFPA), as well as standards and requirements established by the State of Colorado Division of Mental Health.

PURCHASE BY OTHER GOVERNMENTAL AGENCIES: Each governmental unit which avails itself of this contract will establish its own contact, place its own orders, issues its own purchase orders, be invoiced there from and make it s own payments and issue its own exemption certifications as required by the Contractor. It is understood and agreed that Arapahoe County is not a legally binding party to any contractual agreement made between any other governmental unit and the Contractor as a result of this solicitation.

Final Action: Approved _____ Failed _____ Consent Agenda Item #_____
Board of County Commissioners Public Hearing date: _____

Board Summary Report

Date: December 22, 2016

To: Board of County Commissioners

Through: Ronald Carl, County Attorney

From: Jed Caswall, Deputy County Attorney

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

Purpose

As had been long expected, a civil rights lawsuit was commenced on November 18, 2016 in United States District Court for Colorado against a number of law enforcement personnel, including two deputies from the Arapahoe County Sheriff's Office, arising from the death of John Rotzin, a Colorado Department of Correction's inmate who had been a resident of the Arapahoe Community Treatment Center while transitioning from prison, back in November 2014. This memo and the accompanying resolution seek the Board's formal authorization to provide legal defense services and indemnification coverage for the ACSO deputies who have been named in the suit.

Background

On November 20, 2014, the ACSO received a 9-1-1 call from the Arapahoe Community Treatment Center requesting assistance with regard to a fight involving four males inside the facility. Officers from the ACSO and Sheridan Police Department responded within minutes. ACSO Deputy James Wightman was the first officer to arrive on the scene. He found Mr. Rotzin being physically restrained by several ACTC residents. After being released by the residents, Mr. Rotzin did not respond to Deputy Wightman's commands resulting in Rotzin being tased 3 times after which an officer from the Sheridan Police Department arrived, followed by a second ACSO deputy, Deputy Howerton. After a struggle, Rotzin was handcuffed, placed onto a stretcher, and then placed in an ambulance. He continued to fight with the paramedics and officers in the ambulance notwithstanding he was still restrained in the stretcher. A sedative was administered to Rotzin by injection after which he almost immediately went into cardiac arrest and lost consciousness. Rotzin was taken to Swedish Hospital. He never regained consciousness and was pronounced dead on November 24. The coroner assigned "complications from excited delirium syndrome" as the cause of death.

The lawsuit has been brought by Mr. Rotzin's mother in her capacity as the representative of Mr. Rotzin's estate, and Mr. Rotzin's wife. The suit asserts that Mr. Rotzin died from excessive force

applied to him by the law enforcement officers who struggled to get him under control and into the ambulance. An unspecified amount of money damages is sought. In addition to Deputies Wightman and Howerton, five Sheridan officers, the City of Sheridan and Arapahoe County have also been named as defendants.

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 and officials when they are sued for acts or omissions allegedly committed by them while performing their jobs. Similarly, a county is obligated to indemnify its officers for judgments or settlements that may enter against them in those suits, excluding punitive damages. This obligation to provide a defense and indemnification is generally subject to the following conditions. First, that the conduct of the officer giving rise to the lawsuit occurred within the scope and performance of his/her job and, second, that the conduct of the officer was not wanton or willful, i.e., maliciously motivated or executed, or taken in bad faith.

After reviewing the facts and information currently available, and despite certain allegations made by the plaintiffs in the complaint filed with the court, the County Attorney's Office has determined that the conduct of the individual deputies named in the lawsuit was not undertaken wantonly or willfully, or with any intent to violate the plaintiff's rights. It is also apparent that all of the conduct challenged by the plaintiff was taken by the deputies within the scope of their job duties. Accordingly, Deputies Wightman and Howerton qualify for both a legal defense and indemnification protection at the County's expense under the terms and limitations of the Peace Officers Act and Colorado Governmental Immunity Act.

Alternatives

Employ outside legal counsel for the defendant employees.

Fiscal Impact

N/A

Recommendation

The County Attorney's Office recommends that the Board adopt the proposed resolution accompanying this memo and authorize both a legal defense and indemnification protection for Deputies Wightman and Howerton in the above-noted litigation, including protection from punitive damages. The defense will be conducted by the County Attorney's Office.

***A Resolution of the Board of County Commissioners for the County of Arapahoe, C*olorado**

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

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

WHEREAS, a lawsuit titled *Estate of John Thomas Rotzin, et al., v. Arapahoe County, et al.*, Civil No. 16-cv-02820-RPM, was recently commenced in the United States District Court for Colorado against numerous defendants, including Arapahoe County and two Arapahoe County sheriff's deputies for conduct 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 claim(s) asserted against the deputies did not arise from wanton or willful conduct and that there exist no disqualifying conflicts of interests between the deputies 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 individual deputies named in the above-noted suit and to 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 Arapahoe County Sheriff Deputies James Wightman and Matt Howerton in the matter of the *Estate of John Thomas Rotzin, et al., v. Arapahoe County, et al.*, Civil No. 16-cv-02820-RPM, pending in the United States District Court for Colorado, shall be borne by Arapahoe County and that such representation shall be provided by the Arapahoe County Attorney's Office except as may otherwise be determined by the County Attorney, in which case the County Attorney may retain outside legal counsel as may be deemed necessary.

BE IT FURTHER RESOLVED that Arapahoe County shall, subject to the terms, conditions, and limitations contained in the Colorado Peace Officers Act and Colorado Governmental Immunity Act, indemnify Deputies Wightman and Howerton from any judgments, inclusive of punitive damages, or settlements that may enter against them in the above-noted

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

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

The Chair declared the resolution adopted and so ordered on the ___ day of January 2017.

Board Summary Report

Date: December 20, 2016

To: Board of County Commissioners

Through: Shannon Carter, Open Spaces and Intergovernmental Relations Director
Glen Poole, Open Space Operations Manager

From: Matt Bixenman, Fairgrounds Operations Supervisor
Ashley Clement, Fairgrounds Event Coordinator
Lindsay Bagby, Fairgrounds Event Assistant

Subject: AC Fair Select Source Purchasing Waiver(s)
(Fair Entertainment and Liquor Sales, Annual Arapahoe County Fair)

Direction/Information
The Fairgrounds Operations staff received approval from the Board of County Commissioners at the December 5th, 2016 Study Session for a set of purchasing waivers to procure Fair Entertainment and a liquor vendor for the 2017 County Fair with an option to renew for three additional years through fiscal year 2020 (Alternative #1).

Request and Recommendation
Request the Board of County Commissioners to authorize the Chair of the Board of County Commissioners to sign a purchasing waiver authorizing a select source purchase of multiple entertainers and a liquor vendor for the 2017 County Fair with the option for an additional three one year extensions dependent on the performance of the entertainers and the quality of service from the liquor vendor (Alternative #1 below).

Background
Arapahoe County Fair is the largest single public event hosted by the County and is managed by the Open Spaces Department. The 2017 Arapahoe County Fair will be the eleventh annual County Fair held at the County Fairgrounds and Event Center which opened to the public in July of 2006. The Fair event has shown continuous growth, engages local families and offers significant economic impact to the City of Aurora and surrounding Arapahoe County.

The entertainment vendors have provided services to Arapahoe County for several Arapahoe County Fairs. The vendors have proven to be dependable, to provide equipment that is in good working order, are professional in appearance and have provided responsive customer service. The entertainment vendors will provide on-site services for the enjoyment of Arapahoe County Fairgoers and support a quality County event.

The liquor vendor will allow the Fair Operations Team the opportunity to work with the local Denver team at Anheuser Busch. They have been the Fair's preferred vendor for a number of years due to their quality of service, pricing, flexibility, and responsiveness to meeting staff needs during the event. The Fair received $32,450.00 net revenue from liquor sales at the 2016 AC Fair. The Fair Operations Team researched other alcohol distributers in Colorado and found that Anheuser-Busch has the lowest prices per keg and per case as well as responsive support staff.

Links to Align Arapahoe

The Select Source Purchasing Waivers will support the following Align Arapahoe objectives:

Quality of Life: The waivers will allow the Fair Operations Team to utilize the County Fair's historic service providers who have quality equipment and who provide responsive customer services to the event.

Fiscal Responsibilities: Quality entertainment vendors greatly increase event revenue at the County Fair by bringing in event attendees who pay the ticketed entrance fee and spend money at the event's food vendor areas which supports the events overall cost recovery goals.

Discussion
The ability to utilize the Fair's proven entertainment vendors for the 2017 Fair and for subsequent Fairs will allow the Fair Operations Team the opportunity to meet the needs of each entertainer by contracting earlier and confirming them for the next year's Fair before they are booked for other alternate events. Early booking and confirmation of each year's entertainment gives staff more time to spend organizing Fair operations, vendors, sponsors, event layout and other operational needs. The Fair Operations Team sees a consistent benefit to purchasing this entertainment from select sources for a period of four years. This ensures the Fair Operations Team can put "Service First" as outlined in Align Arapahoe. The entertainment and liquor sales vendors were selected through a documented review process that identifies the top vendors who could best meet our high quality entertainment needs and demonstrate a strong ability to support Fair liquor sales needs over the next four years.

Alternatives

1. **Approve the Purchasing Waiver with Extended Terms:** This alternative allows the Fair Operations Team to establish a contract with pending entertainers and the liquor sales vendor for the 2017 Fair and set up options for a 1 plus 3 years of contract renewals. County staff will negotiate contract scope and revenue sharing during the subsequent annual contract renewals. This alternative meets the Fair Operations Team's 2017 operational goals while allowing staff the flexibility to work with the same vendor(s) for sourcing our future entertainment and liquor needs.

2. **Approve the Purchasing Waiver without Extended Terms:** This alternative would allow the Fair Operations Team to establish a one year contract with all of the pending entertainers and liquor vendor. Staff would purchase only the currently requested entertainment and liquor to support the 2017 Fair event needs. This alternative would require staff to come back to the Board in subsequent years for approval to use these companies again.

3. **Taking No Action:** This alternative would result in a reduced level of family entertainment as there would be no large entertainment services or liquor available for Fairgoers at the 2017 Fair.

The Board of County Commissioners approved Alternative #1 as their preferred alternative during the December 5th, 2016 Study Session.

Fiscal Impact
The cost of the entertainment in 2017 is $68,700.00. The waivers allow the Fair Operations Team to purchase select source entertainment in the next four years, from the same vendor(s), totaling up to $68,700.00 in 2017. This would also include liquor purchases which are offset by subsequent revenue from event liquor sales.

Company Name	2017 Cost
Anheuser-Busch	$12,000.00
Dock Dogs	$6,900.00
Infunity Events	$11,000.00
National Sled Pullers Association	$11,300.00
Pat Emerine	$12,500.00
Tommy G Productions	$15,000.00
Total Fiscal Impact	**$68,700.00**

Concurrence

This Select Source Purchasing Waivers would impact the Open Spaces & Purchasing Department. Open Spaces is in support of Alternative #1 because it allows the Fair Core Team to focus on Fair logistics and operations.

The Purchasing Department supported Alternative #1 at the December 5th, 2016 Study Session, as it provides staff more time to focus on other projects and assists the Fair Core Team with event planning and logistics.

The vendor's staff chose to work with for the next four years will be affected by this decision. This gives each company the opportunity to work with the County Fair Staff Team over an extended period of time and allows them to focus on supporting County Fair event logistics over seeking annual contract renewals.

Attorney Comments

Tiffanie Bleau, Senior Assistant County Attorney approved the proposed Fair Waivers within Alternative #1 on 12/5/2016.

Reviewed By:
Open Space Operations Manager, County Attorney's Office, Purchasing Division and the Finance Department.

Glen Poole, Open Space Operations Manager
Shannon Carter, Open Spaces Director
Trudi Peepgrass, Sr. Purchasing Agent
Keith Ashby, Purchasing Manager
Loren Kohler, Finance
Leanna Quint, Budget Analyst
Tiffanie Bleau, Sr. Assistant County Attorney

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to authorize a Waiver of the Arapahoe County Purchasing Policies for select source procurement of liquor from Anheuser-Busch to support the annual County Fair with three, 1 year options to renew the Purchasing Waiver for said products.

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to authorize a Waiver of the Arapahoe County Purchasing Policies for select source procurement of entertainment from Dock Dogs to support the annual County Fair with three, 1 year options to renew the Purchasing Waiver for said services.

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to authorize a Waiver of the Arapahoe County Purchasing Policies for select source procurement of entertainment from Infunity Events to support the annual County Fair with three, 1 year options to renew the Purchasing Waiver for said services.

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to authorize a Waiver of the Arapahoe County Purchasing Policies for select source procurement of entertainment from National Sled Pullers Association to support the annual County Fair with three, 1 year options to renew the Purchasing Waiver for said services.

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to authorize a Waiver of the Arapahoe County Purchasing Policies for select source procurement of services from Pat Emerine Productions to support the annual County Fair with three, 1 year options to renew the Purchasing Waiver for said services.

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to authorize a Waiver of the Arapahoe County Purchasing Policies for select source procurement of entertainment from Tommy G Productions to support the annual County Fair with three, 1 year options to renew the Purchasing Waiver for said services.

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: 12/07/2016

To: Board of County Commissioners

Through: Don Klemme, Community Resources Department Director

From: T.J. Westphal, County Veterans Service Officer

Subject: Veterans Service Officer Summary Report

Direction/Information:

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

Background

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

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

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

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

Links to Align Arapahoe

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

Discussion

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

Alternatives

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

Fiscal Impact

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

Concurrence

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

Attorney Comments
If appropriate, include this section.

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

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

ARAPAHOE COUNTY
VETERANS SERVICE OFFICE

Arapahoe County Veterans Service Office
November, 2016 - Summary Report

For the month of November, 2016:

- The County Veterans Service Office prepared, presented and appealed claims for federal benefits to the Department of Veterans Affairs. The office also administered the Veterans Trust Fund for emergency financial assistance. Staff conducted all daily operations to include meeting with veterans and/or their dependents, conducting community outreach, processing legal correspondence and fielding calls related to claims, resource referrals and general inquiries.

- John Rossie gave **12 hours** of volunteer service to the County Veterans Service Office.

- **Goals and Objectives:**
  - Total phone calls processed: **1024**
    - Specific to current claim action/status: **42**
    - Appointments, referrals, general inquiries: **461**
  - Scheduled/walk-in appointments/home visits: **77**
  - Claims for federal benefits filed to the VA: **37**
  - Other applications and claim correspondence: **45**
  - Requests for military records and corrections: **4**
  - Veterans Trust Fund requests granted: **5**
  - New favorable award notifications received: **14**
    - 2016 Favorable decisions to date: **252**
    - 2016 VA claim award recoveries to date: **$3,440,114.08**

- **Training, Outreach and Community Events:**
  - 11/08/16 – Outreach: VSO Presentation w/18th Judicial Pretrial Services
  - 11/09/16 – Community: VTF Presentation to DVMA Board
  - 11/09/16 – Outreach: Annual Aurora Veterans Salute
  - 11/12/16 – Community: Veterans Day Luncheon at American Legion Post 103
  - 11/16/16 – Outreach: VSO Presentation w/18th Judicial Probation Services
  - 11/17/16 – Outreach: Meeting w/Aurora Housing Authority VASH Coordinator

Respectfully Submitted,

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

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

County of **ARAPAHOE** Month of **NOVEMBER 2016**

General Information		Request for Medical Records	
Telephone Calls	503	21-4142 &21-4142a	2
Office Visits	76	**Military Records/Corrections**	
Home Visits	1	SF180	2
Outreach Visits	4	DD149	0
Community Events	2	DD293	0
Request for Medal	0	NA13075	0
Operation Recognition	0	Other	0
Correspondence Rec'd	22	**NSC Pension**	
Correspondence Written	82	21-527EZ	0
Info/Referral/Inquiries	461	21-8416	0
VCAA Notice	6	**Widows Pension**	
State Benefits	0	21-534EZ	0
Income Verifications	3	21-8416	0
New Claims Initiated		**DIC**	
21-22 CVA	23	21-5234EZ	1
21-22 others	0	**Burial Allowance**	
SC Entitlement		21P-530	2
21-526EZ	26	40-1330	0
21-0966 Informal	4	21-2008	0
21-526EZ Reinstate	0	26-1817	0
21-526EZ IU	4	**Waivers/Compromise**	
21-8940 IU	4	21-4138	0
21-4192 IU Employer	0	21-5655	0
21-4138 SMC	0	**Appeals**	
21-686c Dependency	9	21-0985 NOD	1
21-674 School Attendance	1	VA Form 9	2
VA Healthcare		**VA Home Loan**	
10-10EZ	1	26-1800	0
CHAMPVA	0	**Insurance Claims**	
Homeless Veterans Claims		29-357	0
Service Connection	0	29-4364	0
NSC Pension	0	29-336 Beneficiary	0
VOC REHAB		29-4125 Lump Sum	0
28-1900 CH31	0	**VTF Requests**	
MISC CLAIMS		Rental Assistance	1
21-8678 Clothing Allow	0	Utilities Assistance	0
21-4502 Adaptive Equip.	0	Prescription Assistance	0
26-4555 Housing	0	Food Assistance	4
10-0103 HISA Grant	0	Transportation Assistance	0
CRSC	0	Clothing Assistance	0
Incarcerated Veterans		Other	0
21-526EZ Reinstatement	0		
21-4138 Apportionment	0		

Certification by County Veterans Service Officer

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

Salary	$	-
Expenses	$	-
Office Space	$	-
Telephone	$	-
Office Supplies	$	-
Travel	$	-
Training Conference	$	-
Other	$	-
TOTAL	$	-

Signature of County Veterans Service Officer

12/07/2016
Date

Certification by County Commissioner or Designee

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

_____ County Commissioner or Designee of

_____ County

_____ Date

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

Submit this form no later than the 15th day the following month.

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

Board Summary Report

Date: December 6, 2016

To: Board of County Commissioners

Through: David C. Walcher, Sheriff

From: Olga Fujaros, Budget & Logistics Manager

Subject: Amendment to the Agreement between Douglas County and Arapahoe County Regarding the SOTAR System

Request and Recommendation
Request the Board of County Commissioners to authorize the Chair of the Board of County Commissioners to sign the First Amendment to the Agreement between the Board of County Commissioners of the County of Douglas and the Board of County Commissioners of the County of Arapahoe regarding the SOTAR System.

Background
Douglas County has developed a software application called SOTAR to track the residency of registered sex offenders. In 2009, Douglas County demonstrated the SOTAR software to some of the Sheriff's Office staff and it was decided to move forward to enable the Sheriff's Office and the citizens of Arapahoe County, access to the database. The Arapahoe County Sheriff's Office is now able to create, update and view sex offender records. These records are now shared between approximately 75 agencies across Colorado to better track sex offenders as they move between jurisdictions. Although part of the records can be accessed only by law enforcement, citizens can perform a general search, search geographically, view information, or sign up for email alerts on the SOTAR system in a more user-friendly platform than the old system. The SOTAR System also complies with the Adam Walsh Act. Douglas County is allowing us access to SOTAR at no cost.

Links to Align Arapahoe
Increase Community and Regional Partnerships

Discussion
The Arapahoe County Sheriff's Office has been accessing the SOTAR system since 2009. There are now certain FBI Criminal Justice Information Services (CJIS) Security Policies which must be adhered to when accessing the SOTAR System. The First Amendment outlines three security policies regarding CCIC OSN validation, IP registration, and the proper access, use, and dissemination of Criminal History Record Information and associated procedures.

Alternatives
If Arapahoe County does not accept and sign the amendment, SOTAR System access will be limited to non-CJIS information using the public view of the system.

Fiscal Impact
None

Concurrence
The Sheriff's Office Administration and Detention Services Bureau are in concurrence this decision.

Reviewed By:

Olga Fujaros, Budget & Logistics Manager
Vincent Line, Detentions Bureau Chief
Louie Perea, Undersheriff
David C. Walcher, Sheriff
Finance Department
County Attorney

RESOLUTION NO. 16____ It was moved by Commissioner and duly seconded by Commissioner to authorize the Chair of the Board of County Commissioners to sign the First Amendment to the Agreement between the Board of County Commissioners of the County of Douglas and the Arapahoe County Sheriff's Office regarding the SOTAR Program, pursuant to the terms contained therein.

The vote was:

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

The Chair declared the motion carried and so ordered.

FIRST AMENDMENT TO AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF DOUGLAS AND THE
ARAPAHOE COUNTY SHERIFF'S OFFICE

THIS FIRST AMENDMENT made this ____ day of_____, 20 ___, by and between the Board of County Commissioners of the County of Douglas, State of Colorado ("DOUGLAS COUNTY"), and the **ARAPAHOE COUNTY SHERIFF'S OFFICE** hereinafter referred to as ("USER"), hereinafter referred to jointly as the Parties ("PARTIES"); and

WHEREAS, DOUGLAS COUNTY developed a web-based interactive software program called SOTAR™ to manage and exchange information regarding sex offenders; and

WHEREAS, although the PARTIES entered into an Agreement granting the USER access to the SOTAR™ SYSTEM, there are now certain FBI Criminal Justice Information Services (CJIS) Security Policies that must be adhered to when accessing the SOTAR™ SYSTEM for LEA purposes; and

WHEREAS, effective upon the execution of this Amendment, the USER agrees to adhere to the following when accessing the SOTAR™ SYSTEM:

1. CCIC OSN Validation – Individuals authorized to access SOTAR will have a unique and active OSN that is validated and authorized by the Colorado Bureau of Investigation. Individuals will not share logins. USER is responsible for inactivating users who leave the agency or are otherwise ineligible for access to CJIS protected data.

2. IP Registration –Individuals in USER agency shall access the SOTAR™ SYSTEM from an approved and valid IP Address that has been pre-determined by USER'S IT Department. A single address may be entered, or a range from which your device may connect to the SOTAR™ SYSTEM.

3. USER will adhere to the current CJIS Security Policy regarding the proper access, use, and dissemination of Criminal History Record Information and associated procedures.

4. USER Agency's Jurisdiction Administrator has the ability to enter this information if available. If these conditions are not met, SOTAR™ SYSTEM access will be limited to non-CJIS information using the public view of the system.

5. All conditions of the initial agreement remain in full force and effect.

THEREFORE, IN WITNESS WHEREOF, the PARTIES hereto have executed this Amendment the day and year first above written.

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

BY:_____
Tony G. Spurlock, Sheriff

Date:_____

APPROVED AS TO LEGAL FORM

_____
Kelly Dunnaway, Deputy County Attorney

Date: _____

ARAPAHOE COUNTY ON BEHALF OF THE ARAPAHOE COUNTY SHERIFF'S OFFICE:

_____

Date:_____

ATTEST:

_____

Date: _____

APPROVED AS TO LEGAL FORM:

_____

Date: _____

Board Summary Report

Date: December 20, 2016

To: Board of County Commissioners

Through: Ron Carl, County Attorney

From: John R. Christofferson, Deputy County Attorney

Subject: Arapahoe County Medical Marijuana Local License Renewal – Colorado Cannabis Services LLC, d/b/a Green Cross Caregivers

Request and Recommendation
The purpose of this report is to request renewal of a Medical Marijuana Local License pursuant to the Arapahoe County Medical Marijuana Policy for Colorado Cannabis Services LLC d/b/a Green Cross Caregivers located at 1842 S. Parker Rd., Suite 18, Denver, Colorado. The Department of Revenue requires the local jurisdiction to grant a renewal license prior to the State of Colorado issuing its renewed Medical Marijuana Facility State License.

Background
In November 2000, Colorado voters passed Amendment 20 creating an exception to state criminal laws, allowing the use of medical marijuana in certain limited circumstances. The Colorado General Assembly in the 2010 legislative session established the Colorado Medical Marijuana Code, which created a State Licensing Authority under the Department of Revenue (the "Authority") and created a local option for the County.

The Board of County Commissioners ("BOCC") adopted a temporary moratorium on medical marijuana land uses on December 15, 2009. On March 15, 2011, the BOCC adopted a resolution amending its Land Development Code Regulations by adding a new section 12-1800 "Medical Marijuana Land Uses," which prohibits new medical marijuana facilities but allows those facilities existing as of December 15, 2009 to continue as legal non-conforming uses. At that time, a total of up to four (4) medical marijuana facilities were potentially in existence and in compliance with the Land Development Code non-conforming use requirements. These facilities require a medical marijuana facility local license from the County.

On June 26, 2012, the BOCC adopted the "Arapahoe County Medical Marijuana Licensing Policy," which created standards for medical marijuana facility local licenses issuance by the County. The County relies on the State Licensing Authority under the Department of Revenue (the "Authority") to determine whether the applicant for a medical marijuana facility local license is in compliance with the Colorado Medical Marijuana Code. If in compliance, then the County will determine whether the applicant is one of the four medical marijuana facilities that were potentially in existence as of December 15, 2009, and whether the applicant is currently in compliance with the Land Development Code non-conforming use requirements. If in

compliance, then the application will be placed on the BOCC consent agenda for renewal and issuance of the medical marijuana facility local license.

On November 29, 2012, pursuant to the Arapahoe County Medical Marijuana Licensing Policy, the BOCC approved and issued a Medical Marijuana Local License for Colorado Cannabis Services LLC, d/b/a Green Cross Caregivers. The license was previously renewed in 2013, 2014, 2015, and 2016.

Discussion

On December 19, 2016, the Arapahoe County Zoning Department confirmed that Colorado Cannabis Services LLC was in compliance with the Arapahoe County Land Development Code Regulations. On December 20, 2016, the Arapahoe County Sheriff's Office provided that there were no issues or concerns with Colorado Cannabis Services LLC. Recently, the State of Colorado Marijuana Enforcement Division changed its position on the timing of approval of licenses and requires the County to issue its local license prior to the State issuing its state license.

Pursuant to the Arapahoe County Medical Marijuana Licensing Policy, renewal and issuance of a Medical Marijuana Local License for Colorado Cannabis Services LLC, d/b/a Green Cross Caregivers is being placed on the BOCC consent agenda for approval.

Alternatives
The alternative would be for the BOCC to not adopt this resolution.

Fiscal Impact
There is no fiscal impact to the County.

Attorney Comments
The County Attorney's Office recommends the adoption of the resolution.

Reviewed By:
John R. Christofferson, Deputy County Attorney

RESOLUTION NO. 170__ It was moved by Commissioner _____ and duly seconded by Commissioner _____ to adopt the following Resolution:

WHEREAS, in November 2000, Colorado voters passed Amendment 20, which added Section 14 of Article XVIII of the Colorado Constitution, which amendment created an exception to state criminal laws, allowing the use of medical marijuana in certain limited circumstances; and

WHEREAS, during the 2010 General Session, members of the Colorado General Assembly adopted House Bill 10-1284 and Senate Bill 10-109, which added Article 43.3 to Title 12 of the Colorado Revised Statutes, which created the Colorado Medical Marijuana Code to regulate the cultivation, manufacture, distribution, and sale of medical marijuana (the "Medical Marijuana Code"), which took effect July 1, 2010; and

WHEREAS, the Medical Marijuana Code created a State Licensing Authority under the Department of Revenue (the "Authority") and required the Authority to promulgate such rules and special rulings and findings as necessary for the proper regulation, control, and enforcement of the cultivation, manufacture, distribution, and sale of medical marijuana, and develop such forms, licenses, identification cards, and applications as are necessary for the administration of the Medical Marijuana Code; and

WHEREAS, the Medical Marijuana Code created a local option allowing the County to prohibit the operation of medical marijuana centers, optional premises cultivation operations, and medical marijuana-infused products manufacturers' licenses, or, alternatively, to impose standards in addition to those specified by the Medical Marijuana Code and by the Authority; and

WHEREAS, starting on December 15, 2009, by the adoption of Resolution No. 090964, the Board of County Commissioners (the "BOCC") adopted and later extended a temporary moratorium on medical marijuana land uses in the interest of the health, safety, and welfare of the citizens of Arapahoe County in order to allow staff to investigate unique impacts of medical marijuana on land use within unincorporated Arapahoe County; and

WHEREAS, on March 15, 2011, the BOCC adopted Resolution No. 110257 amending its Land Development Code Regulations by adding a new section 12-1800 "Medical Marijuana Land Uses," which prohibited new medical marijuana facilities but allowed the four (4) medical marijuana facilities that were potentially in existence and in compliance with the Land Development Code non-conforming use requirements as of December 15, 2009, to continue as legal non-conforming uses; and

WHEREAS, on June 26, 2012, the BOCC adopted Resolution No. 120494, which resolution established the Arapahoe County Medical Marijuana Licensing Policy (the "Policy") as the County's policy regarding specific standards for issuance of a medical marijuana license; and

WHEREAS, on November 29, 2012, pursuant to the Arapahoe County Medical

Marijuana Licensing Policy, the BOCC approved and issued a Medical Marijuana Local License for Colorado Cannabis Services LLC, d/b/a Green Cross Caregiversm, located at 1842 S. Parker Rd., Suite 18, Denver, Colorado; and

WHEREAS, pursuant to the Arapahoe County Medical Marijuana Licensing Policy, the BOCC approved the renewal and issuance of a Medical Marijuana Local License for Colorado Cannabis Services LLC 2013, 2014, 2015, and 2016; and

WHEREAS, Colorado Cannabis Services LLC has requested renewal of its Medical Marijuana Local License pursuant to the Policy; and

WHEREAS, on December 19, 2016, the Arapahoe County Zoning Department confirmed that Colorado Cannabis Services LLC was in compliance with the Arapahoe County Land Development Code Regulations; and

WHEREAS, on December 20, 2016, the Arapahoe County Sheriff's Office provided that there were no issues or concerns with Colorado Cannabis Services LLC.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County, Colorado, that pursuant to the Arapahoe County Medical Marijuana Licensing Policy, the Board of County Commissioners of Arapahoe County, Colorado hereby approves renewal of the Medical Marijuana Local License for Colorado Cannabis Services LLC, d/b/a Green Cross Caregivers, located at 1842 S. Parker Rd., Suite 18, Denver, Colorado, valid until December 24, 2017, and hereby directs the Chair to sign the Medical Marijuana Local License for Colorado Cannabis Services LLC.

The vote was:

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

The Chair declared the motion carried and so ordered.

{THIS LICENSE MUST BE POSTED IN PUBLIC VIEW}

MEDICAL MARIJUANA LOCAL LICENSE

LICENSE NO.: 12-01

LICENSEE: COLORADO CANNABIS SERVICES LLC,
D/B/A GREEN CROSS CAREGIVERS
1842 S. PARKER RD., SUITE 18
DENVER, CO 80231

CLASS OF LICENSE: CENTER - TYPE 1

EXPIRES: DECENBER 24, 2017

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to the Arapahoe County Attorney's Office, 5334 S. Prince St., Littleton, CO 80120-1136.

Authorized and issued this 3rd day of January, 2017.

ARAPAHOE COUNTY LOCAL LICENSING AUTHORITY

By: _____
Chair, Board of County Commissioners
Arapahoe County

(Licensee must apply for renewal of this license no less than 45 days prior to the expiration date.)

Board Summary Report

Date: December 20, 2016

To: Board of County Commissioners

Through: Ron Carl, County Attorney

From: John R. Christofferson, Deputy County Attorney

Subject: Arapahoe County Medical Marijuana Local License Renewal - Green Leaf, LLC

Request and Recommendation
The purpose of this report is to request renewal of a Medical Marijuana Local License pursuant to the Arapahoe County Medical Marijuana Policy for Green Leaf, LLC located at 2280 South Quebec Street, Suite G, Denver, Colorado. The Department of Revenue requires the local jurisdiction to grant a renewal license prior to the State of Colorado issuing its renewed Medical Marijuana Facility State License.

Background
In November 2000, Colorado voters passed Amendment 20 creating an exception to state criminal laws, allowing the use of medical marijuana in certain limited circumstances. The Colorado General Assembly in the 2010 legislative session established the Colorado Medical Marijuana Code, which created a State Licensing Authority under the Department of Revenue (the "Authority") and created a local option for the County.

The Board of County Commissioners ("BOCC") adopted a temporary moratorium on medical marijuana land uses on December 15, 2009. On March 15, 2011, the BOCC adopted a resolution amending its Land Development Code Regulations by adding a new section 12-1800 "Medical Marijuana Land Uses," which prohibits new medical marijuana facilities but allows those facilities existing as of December 15, 2009 to continue as legal non-conforming uses. At that time, a total of up to four (4) medical marijuana facilities were potentially in existence and in compliance with the Land Development Code non-conforming use requirements. These facilities require a medical marijuana facility local license from the County.

On June 26, 2012, the BOCC adopted the "Arapahoe County Medical Marijuana Licensing Policy," which created standards for medical marijuana facility local licenses issuance by the County. The County relies on the State Licensing Authority under the Department of Revenue (the "Authority") to determine whether the applicant for a medical marijuana facility local license is in compliance with the Colorado Medical Marijuana Code. If in compliance, then the County will determine whether the applicant is one of the four medical marijuana facilities that were potentially in existence as of December 15, 2009, and whether the applicant is currently in compliance with the Land Development Code non-conforming use requirements. If in compliance, then the application will be placed on the BOCC consent agenda for renewal and issuance of the medical marijuana facility local license.

On December 18, 2012, pursuant to the Arapahoe County Medical Marijuana Licensing Policy, the BOCC approved and issued a Medical Marijuana Local License for Green Leaf, LLC. The license was previously renewed in 2013, 2014, 2015, and 2016.

Discussion

On October 18, 2016, the Arapahoe County Zoning Department confirmed that Green Leaf, LLC was in compliance with the Arapahoe County Land Development Code Regulations. On October 18, 2016, the Arapahoe County Sheriff's Office provided that there were no issues or concerns with Green Leaf, LLC. Recently, the State of Colorado Marijuana Enforcement Division changed its position on the timing of approval of licenses and requires the County to issue its local license prior to the State issuing its state license.

Pursuant to the Arapahoe County Medical Marijuana Licensing Policy, renewal and issuance of a Medical Marijuana Local License for Green Leaf, LLC is being placed on the BOCC consent agenda for approval.

Alternatives
The alternative would be for the BOCC to not adopt this resolution.

Fiscal Impact
There is no fiscal impact to the County.

Attorney Comments
The County Attorney's Office recommends the adoption of the resolution.

Reviewed By:
John R. Christofferson, Deputy County Attorney

RESOLUTION NO. 170__ It was moved by Commissioner _____ and duly seconded by Commissioner _____ to adopt the following Resolution:

WHEREAS, in November 2000, Colorado voters passed Amendment 20, which added Section 14 of Article XVIII of the Colorado Constitution, which amendment created an exception to state criminal laws, allowing the use of medical marijuana in certain limited circumstances; and

WHEREAS, during the 2010 General Session, members of the Colorado General Assembly adopted House Bill 10-1284 and Senate Bill 10-109, which added Article 43.3 to Title 12 of the Colorado Revised Statutes, which created the Colorado Medical Marijuana Code to regulate the cultivation, manufacture, distribution, and sale of medical marijuana (the "Medical Marijuana Code"), which took effect July 1, 2010; and

WHEREAS, the Medical Marijuana Code created a State Licensing Authority under the Department of Revenue (the "Authority") and required the Authority to promulgate such rules and special rulings and findings as necessary for the proper regulation, control, and enforcement of the cultivation, manufacture, distribution, and sale of medical marijuana, and develop such forms, licenses, identification cards, and applications as are necessary for the administration of the Medical Marijuana Code; and

WHEREAS, the Medical Marijuana Code created a local option allowing the County to prohibit the operation of medical marijuana centers, optional premises cultivation operations, and medical marijuana-infused products manufacturers' licenses, or, alternatively, to impose standards in addition to those specified by the Medical Marijuana Code and by the Authority; and

WHEREAS, starting on December 15, 2009, by the adoption of Resolution No. 090964, the Board of County Commissioners (the "BOCC") adopted and later extended a temporary moratorium on medical marijuana land uses in the interest of the health, safety, and welfare of the citizens of Arapahoe County in order to allow staff to investigate unique impacts of medical marijuana on land use within unincorporated Arapahoe County; and

WHEREAS, on March 15, 2011, the BOCC adopted Resolution No. 110257 amending its Land Development Code Regulations by adding a new section 12-1800 "Medical Marijuana Land Uses," which prohibited new medical marijuana facilities but allowed the four (4) medical marijuana facilities that were potentially in existence and in compliance with the Land Development Code non-conforming use requirements as of December 15, 2009, to continue as legal non-conforming uses; and

WHEREAS, on June 26, 2012, the BOCC adopted Resolution No. 120494, which resolution established the Arapahoe County Medical Marijuana Licensing Policy (the "Policy") as the County's policy regarding specific standards for issuance of a medical marijuana license; and

WHEREAS, on December 18, 2012, pursuant to the Arapahoe County Medical

Marijuana Licensing Policy, the BOCC approved and issued a Medical Marijuana Local License for Green Leaf, LLC located at 2280 South Quebec Street, Suite G, Denver, Colorado; and

WHEREAS, pursuant to the Arapahoe County Medical Marijuana Licensing Policy, the BOCC has annually approved the renewal and issuance of a Medical Marijuana Local License for Green Leaf, LLC for the years 2013 - 2016; and

WHEREAS, Green Leaf, LLC has requested renewal of its Medical Marijuana Local License pursuant to the Policy for 2017; and

WHEREAS, on October 18, 2016, the Arapahoe County Zoning Department confirmed that Green Leaf, LLC was in compliance with the Arapahoe County Land Development Code Regulations; and

WHEREAS, on October 18, 2016, the Arapahoe County Sheriff's Office provided that there were no issues or concerns with Green Leaf, LLC.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County, Colorado, that pursuant to the Arapahoe County Medical Marijuana Licensing Policy, the Board of County Commissioners of Arapahoe County, Colorado hereby approves renewal of the Medical Marijuana Local License for Green Leaf, LLC located at 2280 South Quebec Street, Suite G, Denver, Colorado, valid until October 24, 2017, and hereby directs the Chair to sign the Medical Marijuana Local License for Green Leaf, LLC.

The vote was:

Commissioner Baker, ____; Commissioner Conti, ____; Commissioner Holen, ____: Commissioner Jackson, ____; Commissioner Sharpe, ____.

The Chair declared the motion carried and so ordered.

{THIS LICENSE MUST BE POSTED IN PUBLIC VIEW}

MEDICAL MARIJUANA LOCAL LICENSE

LICENSE NO.: 12-02

LICENSEE: GREEN LEAF LLC
2280 SOUTH QUEBEC STREET, #G
DENVER, CO 80231

CLASS OF LICENSE: CENTER - TYPE 1

EXPIRES: OCTOBER 24, 2017

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to the Arapahoe County Attorney's Office, 5334 S. Prince St., Littleton, CO 80120-1136.

Authorized and issued this 3rd day of January, 2017.

ARAPAHOE COUNTY LOCAL LICENSING AUTHORITY

By: _____
Chair, Board of County Commissioners
Arapahoe County

(Licensee must apply for renewal of this license no less than 45 days prior to the expiration date.)

Board Summary Report

Date: December 20, 2016

To: Board of County Commissioners

Through: Ron Carl, County Attorney

From: John R. Christofferson, Deputy County Attorney

Subject: Arapahoe County Medical Marijuana Local License Renewal – Medical Cannabis Colorado LLC

Request and Recommendation
The purpose of this report is to request renewal of a Medical Marijuana Local License pursuant to the Arapahoe County Medical Marijuana Policy for Medical Cannabis Colorado LLC located at 6200 E. Yale Ave., Denver, Colorado. The Department of Revenue for the State of Colorado renewed a Medical Marijuana Facility State License valid through December 12, 2017.

Background
In November 2000, Colorado voters passed Amendment 20 creating an exception to state criminal laws, allowing the use of medical marijuana in certain limited circumstances. The Colorado General Assembly in the 2010 legislative session established the Colorado Medical Marijuana Code, which created a State Licensing Authority under the Department of Revenue (the "Authority") and created a local option for the County.

The Board of County Commissioners ("BOCC") adopted a temporary moratorium on medical marijuana land uses on December 15, 2009. On March 15, 2011, the BOCC adopted a resolution amending its Land Development Code Regulations by adding a new section 12-1800 "Medical Marijuana Land Uses," which prohibits new medical marijuana facilities but allows those facilities existing as of December 15, 2009 to continue as legal non-conforming uses. At that time, a total of up to four (4) medical marijuana facilities were potentially in existence and in compliance with the Land Development Code non-conforming use requirements. These facilities require a medical marijuana facility local license from the County.

On June 26, 2012, the BOCC adopted the "Arapahoe County Medical Marijuana Licensing Policy," which created standards for medical marijuana facility local licenses issuance by the County. The County relies on the State Licensing Authority under the Department of Revenue (the "Authority") to determine whether the applicant for a medical marijuana facility local license is in compliance with the Colorado Medical Marijuana Code. If in compliance, then the County will determine whether the applicant is one of the four medical marijuana facilities that were potentially in existence as of December 15, 2009, and whether the applicant is currently in compliance with the Land Development Code non-conforming use requirements. If in compliance, then the application will be placed on the BOCC consent agenda for renewal and issuance of the medical marijuana facility local license.

On May 20, 2014, pursuant to the Arapahoe County Medical Marijuana Licensing Policy, the BOCC approved and issued a Medical Marijuana Local License for Medical Cannabis Colorado LLC. The license was previously renewed in 2015 and 2016.

Discussion

On November 7, 2016, the Arapahoe County Zoning Department confirmed that Medical Cannabis Colorado LLC was in compliance with the Arapahoe County Land Development Code Regulations. On November 8, 2016, the Arapahoe County Sheriff's Office provided that there were no issues or concerns with Medical Cannabis Colorado LLC. Recently, the State of Colorado Marijuana Enforcement Division changed its position on the timing of approval of licenses and requires the County to issue its local license prior to the State issuing its state license.

Pursuant to the Arapahoe County Medical Marijuana Licensing Policy, renewal and issuance of a Medical Marijuana Local License for Medical Cannabis Colorado LLC is being placed on the BOCC consent agenda for approval.

Alternatives
The alternative would be for the BOCC to not adopt this resolution.

Fiscal Impact
There is no fiscal impact to the County.

Attorney Comments
The County Attorney's Office recommends the adoption of the resolution.

Reviewed By:
John R. Christofferson, Deputy County Attorney

RESOLUTION NO. 170__ It was moved by Commissioner _____ and duly seconded by Commissioner _____ to adopt the following Resolution:

WHEREAS, in November 2000, Colorado voters passed Amendment 20, which added Section 14 of Article XVIII of the Colorado Constitution, which amendment created an exception to state criminal laws, allowing the use of medical marijuana in certain limited circumstances; and

WHEREAS, during the 2010 General Session, members of the Colorado General Assembly adopted House Bill 10-1284 and Senate Bill 10-109, which added Article 43.3 to Title 12 of the Colorado Revised Statutes, which created the Colorado Medical Marijuana Code to regulate the cultivation, manufacture, distribution, and sale of medical marijuana (the "Medical Marijuana Code"), which took effect July 1, 2010; and

WHEREAS, the Medical Marijuana Code created a State Licensing Authority under the Department of Revenue (the "Authority") and required the Authority to promulgate such rules and special rulings and findings as necessary for the proper regulation, control, and enforcement of the cultivation, manufacture, distribution, and sale of medical marijuana, and develop such forms, licenses, identification cards, and applications as are necessary for the administration of the Medical Marijuana Code; and

WHEREAS, the Medical Marijuana Code created a local option allowing the County to prohibit the operation of medical marijuana centers, optional premises cultivation operations, and medical marijuana-infused products manufacturers' licenses, or, alternatively, to impose standards in addition to those specified by the Medical Marijuana Code and by the Authority; and

WHEREAS, starting on December 15, 2009, by the adoption of Resolution No. 090964, the Board of County Commissioners (the "BOCC") adopted and later extended a temporary moratorium on medical marijuana land uses in the interest of the health, safety, and welfare of the citizens of Arapahoe County in order to allow staff to investigate unique impacts of medical marijuana on land use within unincorporated Arapahoe County; and

WHEREAS, on March 15, 2011, the BOCC adopted Resolution No. 110257 amending its Land Development Code Regulations by adding a new section 12-1800 "Medical Marijuana Land Uses," which prohibited new medical marijuana facilities but allowed the four (4) medical marijuana facilities that were potentially in existence and in compliance with the Land Development Code non-conforming use requirements as of December 15, 2009, to continue as legal non-conforming uses; and

WHEREAS, on June 26, 2012, the BOCC adopted Resolution No. 120494, which resolution established the Arapahoe County Medical Marijuana Licensing Policy (the "Policy") as the County's policy regarding specific standards for issuance of a medical marijuana license; and

WHEREAS, on May 20, 2014, pursuant to the Arapahoe County Medical Marijuana

Licensing Policy, the BOCC approved and issued a Medical Marijuana Local License for Medical Cannabis Colorado LLC located at 6200 E. Yale Ave., Denver, Colorado; and

WHEREAS, pursuant to the Arapahoe County Medical Marijuana Licensing Policy, the BOCC approved the renewal and issuance of a Medical Marijuana Local License for Medical Cannabis Colorado LLC in 2016 and 2016; and

WHEREAS, Medical Cannabis Colorado LLC has requested renewal of its Medical Marijuana Local License pursuant to the Policy; and

WHEREAS, on October 18, 2016, the Arapahoe County Zoning Department confirmed that Medical Cannabis Colorado LLC was in compliance with the Arapahoe County Land Development Code Regulations; and

WHEREAS, on October 18, 2016, the Arapahoe County Sheriff's Office provided that there were no issues or concerns with Medical Cannabis Colorado LLC.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County, Colorado, that pursuant to the Arapahoe County Medical Marijuana Licensing Policy, the Board of County Commissioners of Arapahoe County, Colorado hereby approves renewal of the Medical Marijuana Local License for Medical Cannabis Colorado, LLC located at 6200 E. Yale Ave., Denver, Colorado, valid until December 12, 2017, and hereby directs the Chair to sign the Medical Marijuana Local License for Medical Cannabis Colorado, LLC.

The vote was:

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

The Chair declared the motion carried and so ordered.

{THIS LICENSE MUST BE POSTED IN PUBLIC VIEW}

MEDICAL MARIJUANA LOCAL LICENSE

LICENSE NO.: 14-01

LICENSEE: MEDICAL CANNABIS COLORADO LLC
6200 E. YALE AVE.
DENVER, CO 80222

CLASS OF LICENSE: CENTER - TYPE 1

EXPIRES: DECEMBER 12, 2017

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to the Arapahoe County Attorney's Office, 5334 S. Prince St., Littleton, CO 80120-1136.

Authorized and issued this 3rd day of January, 2017.

ARAPAHOE COUNTY LOCAL LICENSING AUTHORITY

By: _____
Chair, Board of County Commissioners
Arapahoe County

(Licensee must apply for renewal of this license no less than 45 days prior to the expiration date.)

Board Summary Report

Date: December 13, 2016

To: Board of County Commissioners

From: Dick Hawes, Department Director, Facilities and Fleet Management

Subject: Select Source Procurement Waiver – Solar Power Purchase

Request and Recommendation

Facilities and Fleet Management (FFM) requests the Board of County Commissioners approve a resolution authorizing a Waiver of Purchasing Policies for a select source procurement with Clean Energy Collective, to purchase solar generated power as part of the Xcel Energy Solar Rewards Program.

Background

This request was heard before the Board of County Commissioners at a drop-in session on December 12, 2016. It was recommended for approval by a majority of the commissioners in attendance and moved to the Consent Agenda with no changes.

Attested By: Dick Hawes

RESOLUTION NO. It was moved by Commissioner and duly seconded by Commissioner to authorize the Chair of the Board of County Commissioners to sign a waiver of the Arapahoe County Purchasing Policies for a select source procurement with Clean Energy Collective to purchase solar generated power as part of the Xcel Energy Solar Rewards Program.

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: December 29, 2016

To: Board of County Commissioners

Through: Ron Carl, County Attorney

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

Subject: Approval of resolution authorizing execution of settlement agreement

Purpose and Recommendation

As previously reviewed with the Board, and consistent with the Board's earlier direction and authorization, a negotiated settlement has been reached in that age discrimination lawsuit titled *Michael K. Gray and Jerry Parkison v. The Board of County Commissioners of the County of Arapahoe County*, Case No. 15-cv-00658-PAB-KLM (U.S.D.Colo.).

Background and Discussion

The subject lawsuit was filed on March 31, 2015, and involves claims arising from the termination of employment of the two plaintiffs, Messers Gray and Parkison. The lawsuit was filed during a transition period in the County Attorney's Office during which employment counsel was not immediately available; therefore, outside counsel was retained to ensure that the matter was appropriately monitored and litigated. The matter was litigated through discovery and a summary judgment motion was filed on the County's behalf. No ruling on that motion has been issued, and the matter is set for trial at the end of February 2017. The County's present position is that it has no liability, and the County denies the claims in their entirety. However, because of the impending trial, the County is likely to expend significantly more funds in preparing and trying the case to a jury, particularly in the event the summary judgment motion is denied or only partially granted. A settlement agreement has been reached which is within the parameters previously approved by the Board and recommended by outside counsel, and it will result in a complete dismissal of all claims and constitutes no admission of liability or fault. The purpose of this resolution is to authorize the Chair to execute a settlement agreement once it has been prepared and approved by the County Attorney's Office.

Alternatives

Reject the settlement agreement and proceed with preparations for trial, while hoping for partial or complete summary judgment.

Fiscal Impact

As discussed and authorized by the Board in previous discussions.

Recommendation

The County Attorney's Office recommends that the Board adopt the proposed resolution authorizing the Board Chair to execute a settlement agreement on behalf of the County, subject to approval as to form of the County Attorney's Office.

RESOLUTION NO. _____

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

WHEREAS, the Board of County Commissioners previously authorized the County Attorney to engage in settlement negotiations in an effort to resolve that pending litigation known as *Michael K. Gray, et al. v. The Board of County Commissioners of the County of Arapahoe County*, Case No. 15-cv-00658-PAB-KLM (U.S.D.Colo.), and

WHEREAS, a mutually satisfactory resolution to the litigation has been achieved between the parties consistent with the parameters previously designated by the Board; and

WHEREAS, the County Attorney has recommended that the Board formally approve and authorize the terms and execution of a settlement agreement reflective of the agreement negotiated between the parties; and

WHEREAS, the Board has been fully apprised of the facts, circumstances, and terms of the parties' negotiated settlement agreement and the proposed dismissal of the pending litigation with prejudice.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for the County of Arapahoe, Colorado, that the Chair of the Board is authorized execute a settlement agreement on behalf of Arapahoe County and the Board of County Commissioners for the purpose of fully and finally resolving the case of *Michael K. Gray, et al. v. The Board of County Commissioners of the County of Arapahoe County*, Case No. 15-cv-00658-PAB-KLM (U.S.D.Colo.), subject to approval as to the form of the agreement by the County Attorney's Office.

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

The Chair declared the resolution adopted and so ordered on the ____th day of January 2017.

Arapahoe County
Colorado's First

Board Summary Report

Date: December 16, 2016

To: Board of County Commissioners

Through: Jan Yeckes, Planning Division Manager

From: Sherman Feher, Senior Planner

Subject: Riggs, Conventional Rezone from A-2 (Agriculture) to R-A (Residential Agriculture, (Z16-006).

Request and Recommendation

The purpose of this action is to request BOCC approval of a Conventional Rezone from A-2 (Agriculture) to R-A (Residential Agriculture) in order to have a legally-zoned lot. The Planning Commission and Planning Staff are recommending approval of this conventional rezone with conditions of approval.

Background

In 1972 the County zoned this property A-2 (agriculture) because it met the use requirements and because the property was over 9 acres which was the minimum lot size for the A-2 zoned district. In 1978, a previous property owner illegally split this lot into the current lot size of 4.64 acres. This created a parcel that did not meet minimum lot area requirements for the zone district. The current property owner purchased the property in 2015 without any indication or knowledge that the property was improperly divided.

On December 6, 2016, the Arapahoe County Planning Commission unanimously voted (6-0-1) to recommend approval of the Riggs Rezone from A-2 to R-A (Case No. Z16-006) with two Staff-recommended conditions of approval. No public comments were given at the Planning Commission hearing.

Links to Align Arapahoe

This request, if approved, will likely "improve the County's economic environment" by generating jobs to build a new building on the property.

Discussion

This application is done in conjunction with a Minor Subdivision case that will create a legal lot.

The primary purpose of this rezone and associated Minor Subdivision case is to create a legally zoned and subdivided lot so that the property owner can obtain a building permit in order to build a building on this property.

There are a number of improperly divided properties in eastern Arapahoe County. The Planning Division, under the direction of the BOCC, is preparing a process to help expedite the platting of these properties. The proposal will be coming before the BOCC in 2017. Meanwhile there two properties (including this property) that are currently going through a rezone and subdivision process to make their properties legal. The BOCC has waived the Planning and Engineering fees for these properties.

Alternatives

The Board of County Commissioners has 3 alternatives:
1. Approve the Conventional Rezone with Conditions of Approval.
2. Continue to a date certain for more information.
3. Deny the Conventional Rezone.

Fiscal Impact

This request might have some positive fiscal impact on the County based on the employment created to build the proposed building and potentially increased property tax assessed valuation.

Concurrence

The Planning Commission and PWD Staff recommend approval of this case with conditions.

Reviewed By:

Sherman Feher
Jason Reynolds
Jan Yeckes
Dave Schmit
Todd Weaver
Bob Hill

DRAFT MOTIONS:

A. In the case of Z16-006, Riggs Rezone, we have read the staff report, dated November 29, 2016 and received testimony at the public hearing. We find ourselves in agreement with staff findings including the draft plan and attachments as set forth in the Board Summary Report dated December 16, 2016, and approve this case, subject to the following conditions:

1- The applicant makes minor modifications to plans and supporting documentation, as identified by PWD staff, prior to signed mylars,
2- The applicant agrees to address all Engineering Services Division's comments and concerns as identified within all related Engineering report(s) prior to signed mylars.

Alternate Motions

Any alternate motion must include new findings and conditions where those differ from the Staff-recommended findings and conditions.

DENIAL: In the case of Z16-006, Riggs Rezone, we have read the Board Summary Report dated December 16, 2016, and received testimony at the public hearing. We deny of this case, based on the following findings:

1. State new or amended findings to support BOCC "Denial."
2. ....

CONTINUE: In the case of Z16-006, Riggs Rezone, I move to continue the decision on this request to [DATE], 2017, date certain, at 9:30 a.m., at this same location [to receive further information] [to further consider information presented during the hearing].

REZONING

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

WHEREAS, application has been made by Curt Riggs for the rezoning of certain property hereinafter described from A-2 zone district to R-A zone district, Z16-006; and

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

WHEREAS, subsequently public notice has been properly given of such proposed rezoning by publication on December 15, 2016 in The Villager, a newspaper of general circulation within the County of Arapahoe, by posting of said property and by mail notification of adjacent property owners in accordance with the Arapahoe County Zoning Resolution; and

WHEREAS, pursuant to statute and the aforementioned notice provisions, a public hearing was held before the Board of County Commissioners at the Arapahoe County Administration Building, 5334 South Prince Street, Littleton, Colorado, on the 3rd day of January 2017 at 9:30 o'clock a.m., at which time evidence and testimony were presented to the Board concerning said rezoning request; and

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

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

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

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

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

1. The Board of County Commissioners for Arapahoe County hereby grants and approves rezoning of the following parcel from A-2 zone district to R-A zone district, Z16-006 subject to the conditions precedent and/or other conditions as hereinafter delineated.

LEGAL DESCRIPTION

Lot 1, Block 1, Riggs Subdivision, Filing No. 1.

2. Approval of this rezoning is based upon the following understandings, agreements and/or representations:

a) The applicant's assent and/or agreement to make all modifications to the final version of the documents that are necessary to conform the documents to the form and content requirements of the County in existence at the time the documents are submitted for signature.

b) The representations, statements and positions contained in the record that were made by or attributed to the applicant and its representatives, including all such statements contained in materials submitted to the Board by the applicant and County staff.

3. Approval of this rezoning shall be and is subject to the following conditions precedent and/or other conditions, which the applicant has accepted and which the applicant is also deemed to accept by preparing a mylar for signature by the Chairman of the Board of County Commissioners within sixty (60) days of this date and by continuing with the development of the property:

a) The applicant's compliance with the conditions of the Arapahoe County Planning Commission as set forth in its resolution.

b) The applicant's compliance with all conditions of approval recommended by the staff case managers in the written staff reports presented to the Board, and any conditions stated by staff on the record.

c) The applicant's compliance with all additional conditions of approval stated by the Board, including:

1- The applicant makes minor modifications to plans and supporting documentation, as identified by PWD staff, prior to signed mylars,
2- The applicant agrees to address all Engineering Services Division's comments and concerns as identified within all related Engineering report(s) prior to signed mylars.

.

d) The applicant's performance of all commitments and promises made by the applicant or its representatives and stated to the Board on the record, or contained within the materials submitted to the Board.

4. Upon the applicant's completion of any and all changes to the rezoning mylar as may be required by this Resolution, the Chairman of the Board of County Commissioners is hereby authorized to sign same.

5. That the Zoning Map of Arapahoe County shall be and the same is hereby amended to conform to and reflect said change in zoning.

6. County planning, engineering and legal staff are authorized to make any changes to the mylar form of the approved document as may be needed to conform the documents to the form and content requirements of the County in existence at the time the documents are submitted for signature, and to make such other changes that are expressly stated by staff before the Board, or are recommended by staff in the written staff reports, or are referred to by the movant Commissioner. No other deviation or variance from the form and content of the documents submitted for the Board's consideration are approved except to the extent stated in this resolution.

7. The County Attorney, with the concurrence of the planning and/or engineering case managers, is authorized to make appropriate modifications to the resolution and plan documents as needed to accurately reflect the matters presented to the Board and to record and clarify, as necessary, other aspects and ramifications of the Board's action.

The vote was:

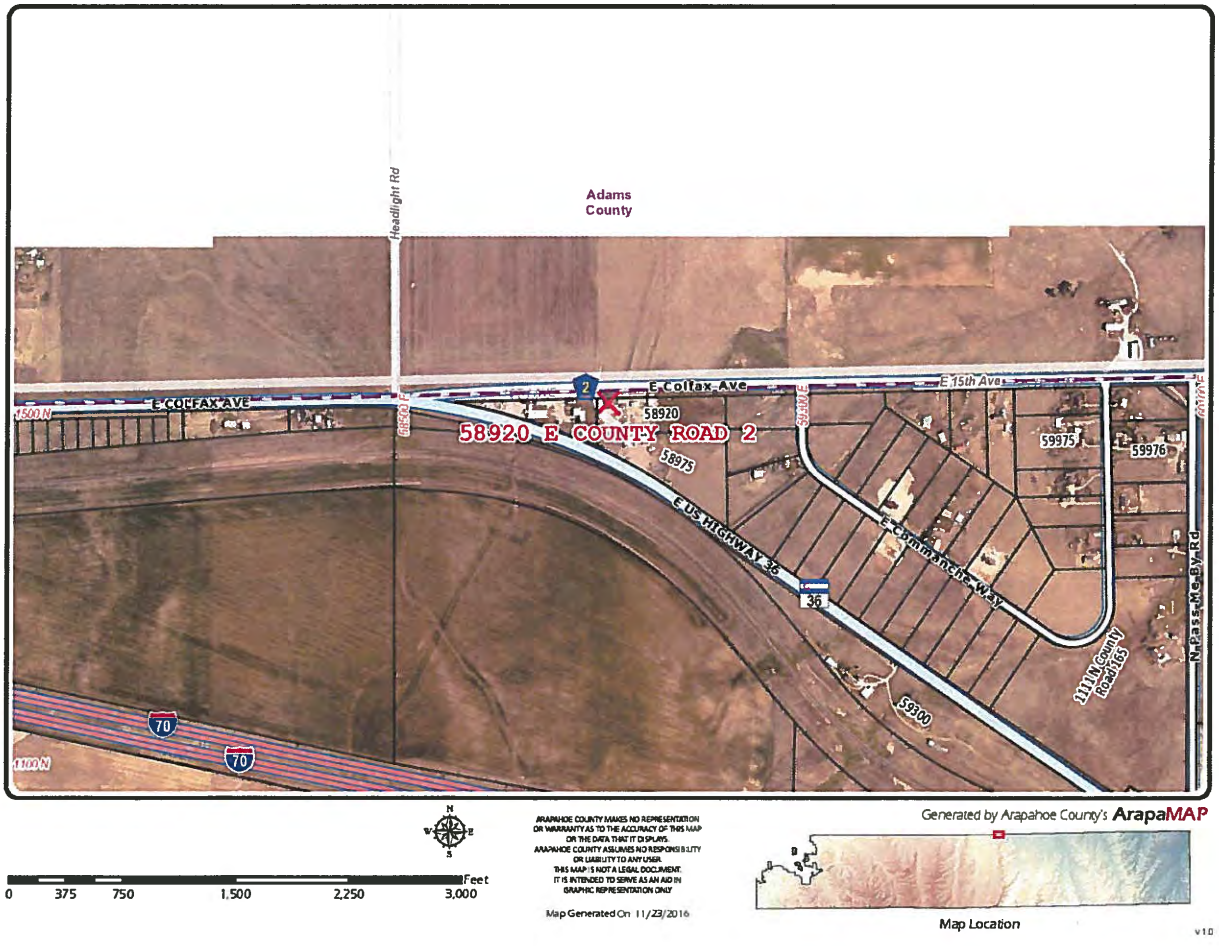
Commissioner Bockenfeld, ; Commissioner Doty, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.

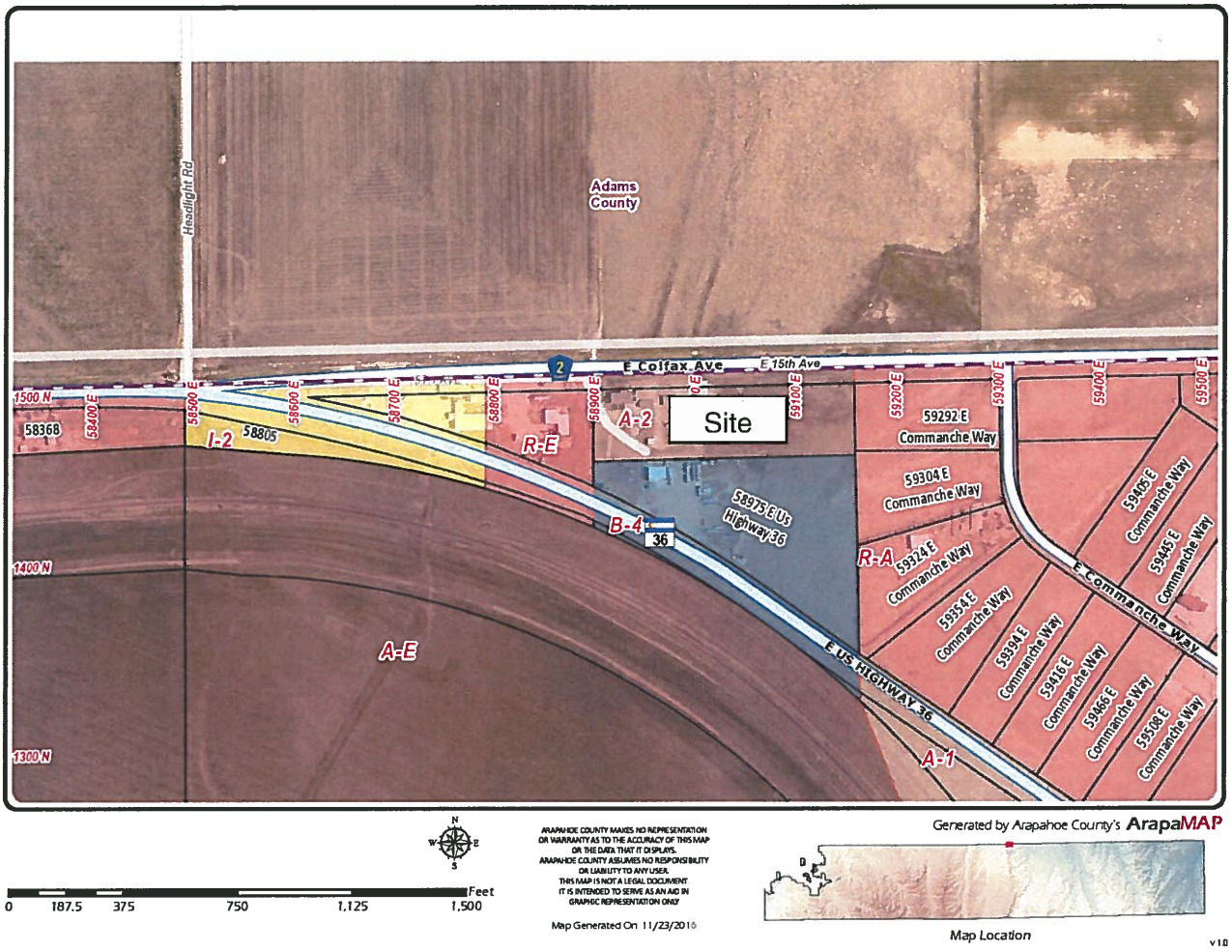
ARAPAHOE COUNTY PLANNING COMMISSION
PUBLIC HEARING
DECEMBER 6, 2016
6:30 P.M.

SUBJECT: Z16-006, RIGGS REZONE FROM "A-2" (AGRICULTURAL) TO "R-A" (RESIDENTIAL AGRICULTURE)
SHERMAN FEHER, SENIOR PLANNER **November 29, 2016**

VICINITY MAP This case is in Commissioner's District #3. The site is located on County Road 2 just past the turnoff to State Highway 36 to the east of Strasburg, CO.



Vicinity Map



Zoning Map

ZONING AND LAND USES:

North - Adams County zoning, Agriculture

South - B-4, Commercial

East - R-A, Vacant

West - R-E, Residential



Looking SE from western property boundary



Looking SW from approximate middle of property on CR 2



Looking SW at Barn from CR 2

PROPOSAL:

The applicant Curt Riggs and various family members, as owners, are requesting approval of a conventional rezone known as Riggs Rezone. The purpose of this request is to change the zoning from A-2 (Agricultural) to "R-A" (Residential Agriculture) in order to create legal zoning for this property. The property is 4.64 acres and it meets the R-A minimum lot size of 2.41 acres.

There is a related Minor Subdivision case (P16-020) that is seeking to create a legally subdivided lot for this property.

RECOMMENDATIONS AND FINDINGS:

Staff: Staff is recommending approval of the rezone, subject to conditions of approval.

I. BACKGROUND

The existing zoning for this lot is A-2. The A-2 zoning was the original zoning which was enacted on June 27, 1972 and it requires a 9-acre minimum lot size.

In 1978 a previous owner of this property did an illegal subdivision of this property which created a piece of property that did not meet minimum lot area requirements.

On July 19, 2016 the BOCC granted fee waivers for both the rezone and minor subdivision since the property was illegally subdivided and zoned prior to the current owner's purchase of the property.

II. DISCUSSION

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

1. The Comprehensive Plan

The Arapahoe County Comprehensive Plan designates this site as "Tier 2."

The proposed rezone is seeking to create a legally zoned piece of property. This should help make this property generally compatible with the Arapahoe County Comprehensive Plan.

2. Ordinance Review and additional Background Information

Section 13-201 et al of the Arapahoe County Land Development Code states that, "All rezoning applications must meet the following standards:"

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

Water is provided by a well and sewer service is provided by septic system. The existing road system provides reasonable access to the subject property.

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

The proposed "R-A" zoned district for this lot is generally compatible with the surrounding land uses and natural environment. The property to the east is zoned R-A with a vacant land use; the property to the west is zoned R-E with a residential use; the property to the south is zoned B-4 with a commercial use and the property to the north is in Adams County and appears to be an agricultural use.

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

The proposal can be served by existing public services, as evidenced by referral agency responses or the lack thereof.

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

There are retail, leisure-time, and employment uses within reasonably close proximity to this parcel.

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

There are no known natural or man-made hazards within the site.

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

The primary point of access is from County Road 2 and it appears to be adequate for the proposed rezone site.

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

No significant physiographic features exist on-site.

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

Mountain views are somewhat limited in this area.

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

The proposed property appears to meet this requirement given that the R-A zone district does not specify any open space percentage or amount.

4. Referral Comments

Comments received as a result of the referral process are as follows:

Arapahoe County Assessor	No response.
Arapahoe County Engineer	Comments on rezone exhibit and encroachments note. *Applicant addressed comments.*
Arapahoe County Mapping	Some corrections need to be done. *The applicant has made or will make the corrections.*
Arapahoe County Open Spaces	No comments.
Arapahoe County Sheriff	No comments.
Arapahoe County Zoning	Comments on house does not meet setback requirements, barn crosses property line into right-of-way, and other buildings may not meet setback requirements. *The Applicant has added the County-specified note regarding the building encroachments in the right-of-way. Buildings that do not meet setbacks are considered non-conforming. Applicant will either need to seek variances for the house and other buildings that do not meet setbacks or leave as non-conforming until or unless the buildings are considered destroyed and then the new buildings will need to meet current setback requirements.*
Colorado Parks and Wildlife	No response.
Adams County	No response.
Strasburg School District	No response.
Strasburg Fire District	No response.
CDOT	No objection.
REAP	No response.
Tri-County Health	Comments on sceptic systems and proposed pole barn building. *Comments given to applicant.*
Deer Trail Conservation District	No response.
IREA	Requested 10' utility easement. *Applicant added 10' utility easement.*
Corps of Engineers	No response.
East End Advisory Committee	C. Kroh: No comment; All other Committee members: No response.

III. STAFF FINDINGS:

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

1. That the proposed Rezone appears to be in general conformance with the Arapahoe County Comprehensive Plan, in that it would bring the property into conformance with the Zoning Code.
2. The Rezone generally appears to be consistent with uses and development standards enumerated in the Arapahoe County Land Development Code.
3. The proposed Rezone appears to be in compliance with the process outlined in Chapter 13 of the Land Development Code.
4. There is a barn on the property that encroaches into County Road 2 right-of-way and the applicant has put a note on the rezone exhibit to the effect the applicant will remove the barn if County Road 2 is expanded.
5. There are some buildings that appear to not meet R-A setback requirements. Buildings that do not meet setbacks are considered non-conforming. The Applicant will either need to seek variances for the house and other buildings that do not meet setbacks or leave as non-conforming until or unless the buildings are considered destroyed and then the new buildings will need to meet current setback requirements.

IV. RECOMMENDATION:

Considering the findings and other information provided herein, approval of case number, Z16-006 Riggs Rezone should be made subject to the following conditions:

1. The applicant makes any minor modifications to plans, as requested by the Public Works and Development Department.
2. The applicant agrees to address all Division of Engineering comments and concerns as identified within the attached report, prior to signed mylars.

This is based upon:

- The proposed use generally conforms to the Comprehensive Plan.
- The uses are compatible with the uses allowed in the proposed zoning district.

V. DRAFT MOTIONS:

In the case of Z16-006, Riggs Rezone, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings 1 through 5 including all plans and attachments as set forth in the staff report dated November 29, 2016, and recommend this case favorably to the Board of County Commissioners subject to the following conditions:

1. The applicant makes any minor modifications to plans, as requested by the Public Works and Development Department.
2. The applicant agrees to address all Division of Engineering comments and concerns as identified within the attached report, prior to signed mylars.

Staff provides the following Draft Motions listed below as general guidance in preparing an alternative motion if the Planning Commission reaches a different determination:

Recommend Denial

In the case of Z16-006, Riggs Rezone, we have read the staff report. We do not find ourselves in agreement with staff findings, including all exhibits and attachments as set forth in the staff report dated November 29, 2016, and recommend denial of this application based on the following findings:

1. *State new findings in support of denial as part of the motion.*

Continue to Date Certain:

In the case of Z16-006, Riggs Rezone, I move to continue the hearing to [*date certain*], 6:30 p.m., to obtain additional information and to further consider the information presented.

Attachments
Application & Exhibits
Referral Comments
Engineering Staff Report

Arapahoe County
Colorado's First

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

Land Development Application

Form must be complete

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

APPLICANT/REPRESENTATIVE: Curt Riggs	**ADDRESS:** 58920 E. Cty. Rd 2 Strasburg, CO 80136 **PHONE:** 720-626-9978 **FAX:** N/A **EMAIL:** riggscdzd@sbcglobal.net	**SIGNATURE:** **NAME:** Curt Riggs **TITLE:** owner
OWNER(S) OF RECORD: Curt Riggs	**ADDRESS:** 58920 E. Cty Rd 2 Strasburg, CO 80136 **PHONE:** 720-626-9978 **FAX:** N/A **EMAIL:** riggscdzd@sbcglobal.net	**SIGNATURE:** **NAME:** **TITLE:**
ENGINEERING FIRM:	**ADDRESS:** **PHONE:** **FAX:** **EMAIL:**	**CONTACT PERSON:**

Pre-Submittal Case Number: Q16-065 **Pre-Submittal Planner:** SF **Pre-Submittal Engineer:** Sue

Parcel ID no. (AIN no.)	1983-00-0-00-382
Parcel Address or Cross Streets:	Highlight Mile Rd / County Rd 2
Subdivision Name & Filing No.:	N/A
Related Case Numbers: (Preliminary/Final Development Plan, Rezoning, and / or Plat)	

	EXISTING	PROPOSED
Zoning:	A-2/RA	RA
Case/Project/Subdivision Name:	N/A	N/A
Site Area (Acres):	4.64	4.64
Floor Area Ratio (FAR):		
Density (Dwelling Units/Acre):		
Building Square Footage:		
Disturbed Area (Acres):		

CASE TYPE (Administrative Case types are shaded in Gray)

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

THIS SECTION FOR OFFICE USE ONLY

Case No:	Z16-006		**Planning Manager:**	Sherman		**Engineering Manager:**	Sue		
Planning Fee:	Y	N	$ 4,500	**Engineering Fee:**	Y	N	$ 2,500	**TCHD Fee?** ☐	$

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

RECEIVED
AUG 19 2016
ARAPAHOE COUNTY
PLANNING DIVISION

WVR16-015

June 17, 2016

Letter of Intent

Mr. Riggs would like to meet to discuss his property at 58920 E CR 2.

Land is a nonconforming lot of 5.39 acres zoned A-2 surrounded by Colfax and Hwy 36.

Zoning to the South is B-4, and to the East is R-A, and to the west is zoned R-E.

Property currently has a home and several outbuildings.

Mr. Riggs would like to construct a pole barn and was informed that the zoning and platting would have to be fixed in order to get a permit.

Cottonwood Surveying & Associates, Inc.
P.O. Box 694
Strasburg, CO 80136
Ph. 303-549-7992

October 22, 2016

Arapahoe County Planning and Public Works
6924 South Lima Street
Centennial CO 80112-3853

RE: Riggs Rezone Plan Z16-006
Riggs Minor Subdivision P16-020

To whom it may Concern

Cottonwood Surveying and Associates, Inc., received the 2nd set of Planning, Public Works and Mapping comments on the above plan and plat and have made the changes described as follows:

Rezone Plan

1. Added the line types to the legend.
2. Added the 10' utility easement
3. Added the Encroachment note.

Minor Subdivision Plat

1. Moved Know all Men paragraph and the Legal Description to below "The Undersigned Certifies"
2. Added the paragraph "Have by these presents"
3. Added the 10' utility easement per I.R.E.A. request.
4. Removed the Drainage Liability note.
5. Highlighted the "Arapahoe / Adams County label" at the Section line.
6. Made the boundary line heavier.
7. Added "Not a part of this subdivision to Lots 1 thru 3, Blk. 1 Schmitt Sub, First Filing.
8. Removed "Fence" label
9. Added Line types to Legend.
10. Created Address Plat for Sheets 1 and 2 of the Minor Plat.

Sincerely

Harold J. Ponserella

Harold J. Ponserella RLS No. 29766
Cottonwood Surveying and Assoc., Inc.

ARAPAHOE COUNTY
COLORADO'S FIRST

Public Works and Development

6924 South Lima Street
Centennial, Colorado 80112-3853
Phone: 720-874-6500
Fax: 720-874-6611
TDD: 720-874-6574
www.arapahoegov.com
publicworks@arapahoegov.com

DAVID M. SCHMIT, P.E.
Director

Engineering Staff Report

PHASE II – REFERRAL

Date: September 20, 2016

To: Sherman Feher, Planning Division

From: Sue Liu, Engineering Division

RE: Z16-006 P16-020 Riggs Rezoning Plan and Subdivision Filing No. 1

Scope/Location:

The applicant, Mr. Riggs, is requesting approval of a Rezoning Plan and a Minor Subdivision Plat for his property, located at 58920 E CR2. The property is a non-conforming lot of 5.39 acres zoned A-2. Mr. Riggs will like to construct a pole barn and was informed that the zoning and the platting would have to be fixed in order to get a building permit. The property will be rezoned to RA (Residential Agricultural).

Items included with this referral:

Rezoning Plan
Minor Subdivision

Cc: Charles V. Haskins, Engineering Services Division, Division Manager
Case File No. P16-020 Z16-006
SPL RDR

Findings:

The Arapahoe County Division of Engineering Services has reviewed this referral and has the following findings:

1. The site lies within the Bijou Creek basin.
2. Construction activities that disturb one or more acres are required by the Environment Protection Agency (EPA) to obtain a Construction Stormwater Permit.
3. Master Drainage Impact Fees of $115/Gross Acre is required and should be paid to the County at the time of approval of the minor subdivision plat.

Recommendations:

The Division of Engineering Services recommends this case favorably subject to the following conditions:

1. The applicant agrees to address the Division of Engineering Services' findings, comments, and concerns as identified within this report.

STAFF COMMENTS

General

1. In addition to the comments listed in this report, Staff has provided redlined plans and reports illustrating clarification to comments included within this report and other minor comments to be addressed. Comments within these redlined documents shall be fully addressed. The redlined documents shall be returned to Staff and must be included with the resubmittal for it to be considered complete.
2. RESUBMITTAL PROCEDURE - Attached to this report are instructions to the applicant regarding the resubmittal of documents. The applicant and their consultants must follow these instructions explicitly to avoid delays in our and processing of this case.

Minor Subdivision Plat

1. Drainage Liability note can be removed since no drainage facility is proposed.
2. Include the text of "Not a part of this subdivision" for Schmitt Subdivision, lots 1 to 3.
3. Make the boundary of the lot a solid heavier line.

Rezoning Plan

4. Add a note about the encroachments (barn and fence) as "THE APPARENT NCROACHMENTS LOCATED WITHIN E. COUNTY ROAD 2/E. COLFAX AVENUE RIGHT-OF-WAY MAY BE REQUIRED TO BE REMOVED OR RELOCATED IF AND WHEN FUTURE RIGHT-OF-WAY IMPROVEMENTS ARE DEEMED NECESSAARY BY ARAPAHOE COUNTY. NOTICE WILL BE GIVEN TO OWNER BY ARAPAHOE COUNTY AND OWNER SHALL HAVE 90 DAYS TO REMOVE ANY SUCH ENCROACHMENTS".

Engineering Documents Required for Resubmittal
to the County Engineering Services Division

	Digital
A copy of this Resubmittal Checklist	x
Completed Review and Approval Form (Arapahoe County Form 581) available on-line at http://www.arapahoegov.com/index.aspx?NID=569	x
Completed Review and Approval Grading, Erosion and Sediment Control Form (GESC – Form 403) available on-line at http://www.arapahoegov.com/index.aspx?NID=569	
Copy of Latest Proposed Land Development Plan - (Rezoning, MS)	x
Traffic Impact Study	
Phase II Drainage Study	
Floodplain Modification Study	
Engineering Cost Estimate	
Operations & Maintenance Manual	
Any comments to Stormwater Facilities Maintenance Agreement?	
Construction Drawings	
Pavement Design Report	
Grading, Erosion and Sediment Control (GESC) Plans & Report	
Legal Description and Exhibit	
Legal name, legal address, and title (if any) of the Owner, assign, or person with signatory authority on behalf of the Owner	
Exhibit that illustrates easement location(s), see comment #xx	
Geotechnical Study / Preliminary Soils report	
Collateral Letter of Intent	
Electronic files for set of plans being submitted to **EngineeringSubmittals@arapahoegov.com and cc to sliu@arapahoegov.com**	
County Redlines for: PP, PDP, Phase II Drainage Study, TIS	
SEMSWA Redlines for: Phase III Drainage Study, GESC, O&M Manual, CDs	
Letter of point-by-point response to this comment letter and SEMSWA's comments	
Fees Due:	n/a

Case No. P16-020 Z16-006 Case Engineer: Sue Liu

In order to expedite this case in an efficient manner, please provide all the items above to the Engineering Services Division counter at 6924 S Lima Street or email all files to **EngineeringSubmittals@arapahoegov.com and cc to sliu@arapahoegov.com**

Incomplete resubmittal packages will not be forwarded to the case engineer for review until all of the information requested on this form has been provided.

This sheet must be attached to your resubmittal with the revised documents in the quantities listed above.

Arapahoe County
Colorado's First

Public Works and Development
6924 S. Lima Street Centennial, Colorado 80112 Phone: 720-874-6650; FAX 720-874-6611
www.co.arapahoe.co.us

Planning Division

Referral Routing

Case Number / Case Name:	**P16-020 & Z16-006 / Riggs #01 Minor Subdivision & Rezoning**
Planner:	**Sherman Feher**
Engineer:	**Sue Liu**
Date sent:	**09-16-2016**
Date to be returned:	**10-17-2016**

	Arapahoe County Agencies			**Citizen's Organizations**	
☒	Assessor / Arapahoe County (Residential)	Beverly Reynolds	☐	CCNA-Cherry Creek Neighborhoods Ass.	
☐	Attorney / Arapahoe County	Robert Hill	☐	CECON-(Within Centennial)	
☐	Building / Arapahoe County	Steve Byer	☐	Four Square Mile Neighborhood	
☐	Engineering / Arapahoe County	Sue Liu	☐	South Metro Chamber of Commerce	
☒	Mapping / Arapahoe County	Pat Hubert		**Conservation District**	
☐	Oil & Gas / Arapahoe County	Diane Kocis	☒	Deer Trail Conservation District	
☒	Open Space / Arapahoe County		☐	West Arapahoe Conservation District	Tasha Chevarria
☒	Planning / Arapahoe County	Sherman Feher		**Transportation**	
☒	Sheriff / Arapahoe County	1 to Brian McKnight 1 to Glenn Thompson	☐	CDOT / State Highway Dept- Region 1	Rick Solomon
☐	Weed Control / Arapahoe County	Russell Johnson	☐	E-470 Authority	Peggy Davenport
☒	Zoning / Arapahoe County	Tammy King	☐	RTD	Chris Quinn
	Referral Agencies		☐		
☐	Architectural Review Committee			**Utilities: Gas, Electric & Phone**	
☐	Arapahoe Library District		☐	Centurylink/Phone	Charles Place
☐	CGS Colorado Geological Survey-Soils		☐	Conoco Phillips / Gas Pipeline	
☐	City / Town		☐	XCEL	Donna George
☒	Colorado Parks and Wildlife	Travis Harris	☒	IREA	Brooks Kaufman
☒	Adams County			**Water / Sanitation / Stormwater / Wetlands**	
☐	DRCOG		☐	ACWWA	
☒	Strasburg Fire Protection District		☒	U.S. Army Corp. of Engineer	Kiel Downing
☐	Metro District		☐	CCBWQA	
☐	Post Office Growth Coordinator	J. Hernandez	☐	Colorado Division of Water Resources	Joanne Williams
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☐	Recreation District / Park District (External)		☐	ECCVW&S	Chris Douglass
☒	Strasburg School District	Keith Yach	☐	Urban Drainage & Flood	David Mallory
☐	Special District		☒	Other / 5 Sets East End Adv. Committee	
☒	Tri-County Health Department	Sheila Lynch			
☐	HOMEOWNER'S ASSOCIATIONS				

The enclosed case has been submitted to the Arapahoe County Planning Office for consideration. Because of the possible effect of the proposed development upon your area, the case is being referred for your comment. Please examine this request and, after review, check the appropriate line and return to the Arapahoe County Planning Office on or before the date indicated above.

	COMMENTS:	SIGNATURE
☒	Have NO Comments to make on the case as submitted	9/19/16
☐	Have the following comments to make related to the case:	

Sherman Feher

From: Loeffler - CDOT, Steven <steven.loeffler@state.co.us>
Sent: Wednesday, September 21, 2016 10:51 AM
To: Sherman Feher
Cc: Marilyn Cross - CDOT
Subject: P16-020 & Z16-006 / Riggs Minor Subdivision & Rezoning

Sherman,

I have reviewed the referral named above and have no objection to the minor subdivision or the rezoning.

This property currently holds CDOT State Highway Access Permit 198039. Current and future division of this parcel(s) into smaller parcels will require all future parcels to use this access point only. No future access points will be granted from this parcel(s), or portions of this parcel(s), onto the State Highway because of division of ownership.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit

P 303.757.9891 | F 303.757.9886
2000 S Holly Street, Denver, CO 80222
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

Arapahoe County
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6924 S. Lima Street Centennial, Colorado 80112 Phone: 720-874-6650; FAX 720-874-6611
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Planning Division

Referral Routing

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☒	Colorado Parks and Wildlife	Travis Harris
☒	Adams County	
☐	DRCOG	
☒	Strasburg Fire Protection District	
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☒	Deer Trail Conservation District	
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☐		
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☒	IREA	Brooks Kaufman
	Water / Sanitation / Stormwater / Wetlands	
☐	ACWWA	
☒	U.S. Army Corp. of Engineer	Kiel Downing
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☒	Other / 5 Sets East End Adv. Committee	

The enclosed case has been submitted to the Arapahoe County Planning Office for consideration. Because of the possible effect of the proposed development upon your area, the case is being referred for your comment. Please examine this request and, after review, check the appropriate line and return to the Arapahoe County Planning Office on or before the date indicated above.

	COMMENTS:	SIGNATURE AJS 9.19.16
☒	Have NO Comments to make on the case as submitted	
☐	Have the following comments to make related to the case:	

RESIDENCE DOES NOT MEET FRONT SETBACK REQUIREMENTS
BARN CROSSES FRONT PROPERTY LINE
Building 2 + 3 MAY NOT MEET 0 FRONT SB REQUIREMENTS

DONE 9-19-16

Tri-County Health Department

September 28, 2016

Sherman Feher
Arapahoe County Public Works and Development
6924 S. Lima Street
Centennial, CO 80112

RE: Riggs Rezoning, 58920 East County Road 2, Z16-006
TCHD Case # 4089

Dear Mr. Feher:

Thank you for the opportunity to review and comment on the rezoning and minor subdivision application in preparation for constructing a pole barn at 58920 E. County Road 2 (formerly 58975 E Highway 36), Strasburg. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations. After reviewing the application, TCHD has the following comments.

Onsite Wastewater Treatment System
TCHD records do not include an "as-built" diagram showing the location of the Onsite Wastewater Treatment System (OWTS). Therefore, TCHD cannot verify the location of the OWTS. The subject application does not show a proposed location for the pole barn. According to Onsite Wastewater Treatment System Regulation (O-14), all occupied structures shall be a minimum of 20 feet from the soil treatment area (leach field) of the OWTS. TCHD has no objection to the construction of a pole barn, if applicable setbacks are met.

Please feel free to contact me at (720) 200-1575 or email at kboyer@tchd.org if you have any questions.

Sincerely,

Kathy Boyer, REHS
Environmental Health Specialist

cc: Sheila Lynch, Michael Weakley, Steven Chevalier, TCHD

Arapahoe County
Colorado's First

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Referral Routing

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☐	Four Square Mile Neighborhood	
☐	South Metro Chamber of Commerce	

	Conservation District	
☒	Deer Trail Conservation District	
☐	West Arapahoe Conservation District	Tas

	Transportation	
☐	CDOT / State Highway Dept- Region 1	Rich
☐	E-470 Authority	Peg
☐	RTD	Chr
☐		

	Utilities: Gas, Electric & Phone	
☐	Centurylink/Phone	Cha
☐	Conoco Phillips / Gas Pipeline	
☐	XCEL	Don
☒	IREA	Broc

	Water / Sanitation / Stormwater / Wetlands	
☐	ACWWA	
☒	U.S. Army Corp. of Engineer	Kiel
☐	CCBWQA	
☐	Colorado Division of Water Resources	Joan
☐	SEMSWA	Paul
☐	ECCVW&S	Chris
☐	Urban Drainage & Flood	Davic
☒	Other / 5 Sets East End Adv. Committee	

The enclosed case has been submitted to the Arapahoe County Planning Office for consideration. Because of the possible effect of t evelopment upon your area, the case is being referred for your comment. Please examine this request and, after review, check the appropr eturn to the Arapahoe County Planning Office on or before the date indicated above.

	COMMENTS:	SIGNATURE
☑	Have NO Comments to make on the case as submitted	Carl Kroh 9-21-
☐	Have the following comments to make related to the case:	

RIGGS REZONING PLAN

LOT 1, BLOCK 1, RIGGS SUBDIVISION FILING No. 1, SITUATE IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 62 WEST OF THE 6TH P.M, COUNTY OF ARAPAHOE, STATE OF COLORADO.

LEGAL DESCRIPTION:

LOT 1, BLOCK 1, RIGGS SUBDIVISION FILING No. 1, AS RECORDED UNDER RECEPTION No. _____, SITUATE IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 62 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, CONTAINING 202153 SQUARE FEET OR 4.6408 ACRES MORE OR LESS.

CERTIFICATE OF OWNERSHIP

I GARY RIGGS HEREBY AFFIRM THAT I AM THE OWNER OR AUTHORIZED AGENT OF ALL INDIVIDUALS HAVING OWNERSHIP INTEREST IN THE PROPERTY DESCRIBED HEREIN, KNOWN AS RIGGS REZONING PLAN, CASE No. Z16–006.

_____
OWNER OF RECORD OR AUTHORIZED AGENT

STATE OF COLORADO)
)S.S.
COUNTY OF ARAPAHOE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 2016 BY GARY RIGGS AS OWNER OF RIGGS REZONE PLAN AN AUTHORIZED SIGNATORY.

BY _____ WITNESS MY HAND AND SEAL
NOTARY PUBLIC

_____ MY COMMISSION EXPIRES _____
ADDRESS

_____
CITY STATE ZIP CODE

CERTIFICATE OF OWNERSHIP

I ZACHARY RIGGS HEREBY AFFIRM THAT I AM THE OWNER OR AUTHORIZED AGENT OF ALL INDIVIDUALS HAVING OWNERSHIP INTEREST IN THE PROPERTY DESCRIBED HEREIN, KNOWN AS RIGGS REZONING PLAN, CASE No. Z16–006.

_____
OWNER OF RECORD OR AUTHORIZED AGENT

STATE OF COLORADO)
)S.S.
COUNTY OF ARAPAHOE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 2016 BY ZACHARY RIGGS AS OWNER OF RIGGS REZONE PLAN AN AUTHORIZED SIGNATORY.

BY _____ WITNESS MY HAND AND SEAL
NOTARY PUBLIC

_____ MY COMMISSION EXPIRES _____
ADDRESS

_____
CITY STATE ZIP CODE

CERTIFICATE OF OWNERSHIP

I CURT RIGGS HEREBY AFFIRM THAT I AM THE OWNER OR AUTHORIZED AGENT OF ALL INDIVIDUALS HAVING OWNERSHIP INTEREST IN THE PROPERTY DESCRIBED HEREIN, KNOWN AS RIGGS REZONING PLAN, CASE No. Z16–006.

_____
OWNER OF RECORD OR AUTHORIZED AGENT

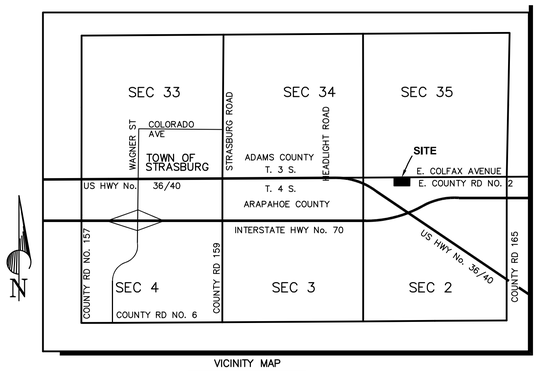
STATE OF COLORADO)
)S.S.
COUNTY OF ARAPAHOE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 2016 BY CURT RIGGS AS OWNER OF RIGGS REZONE PLAN AN AUTHORIZED SIGNATORY.

BY _____ WITNESS MY HAND AND SEAL
NOTARY PUBLIC

_____ MY COMMISSION EXPIRES _____
ADDRESS

_____
CITY STATE ZIP CODE



VICINITY MAP
1" = 2000'

CERTIFICATE OF OWNERSHIP

I DANENA RIGGS HEREBY AFFIRM THAT I AM THE OWNER OR AUTHORIZED AGENT OF ALL INDIVIDUALS HAVING OWNERSHIP INTEREST IN THE PROPERTY DESCRIBED HEREIN, KNOWN AS RIGGS REZONING PLAN, CASE No. Z16–006.

_____
OWNER OF RECORD OR AUTHORIZED AGENT

STATE OF COLORADO)
)S.S.
COUNTY OF ARAPAHOE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 2016 BY DANENA RIGGS AS OWNER OF RIGGS REZONE PLAN AN AUTHORIZED SIGNATORY.

BY _____ WITNESS MY HAND AND SEAL
NOTARY PUBLIC

_____ MY COMMISSION EXPIRES _____
ADDRESS

_____
CITY STATE ZIP CODE

PLANNING COMMISSION RECOMMENDATION

NOT RECOMMENDED/RECOMMENDED BY THE ARAPAHOE COUNTY PLANNING COMMISSION, THIS ___ DAY OF _____ A.D, 2016.

CHAIR: _____

SURVEYING CERTIFICATE

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

_____
HAROLD J. PONSERELLA, PLS No. 29766
FOR AND ON BEHALF OF COTTONWOOD SURVEYING AND ASSOC., INC.

BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ARAPAHOE COUNTY BOARD OF COMMISSIONERS, THIS ___ DAY OF

_____A.D., 2016.

CHAIR: _____

ATTEST: _____

STANDARD NOTES

THE OWNER(S), DEVELOPER(S) AND/OR SUBDIVIDERS(S) OF THE REZONING KNOWN AS RIGGS REZONING PLAN, THEIR RESPECTIVE SUCCESSORS, HEIRS AND/OR ASSIGNS AGREE TO THE FOLLOWING NOTES:

STREET MAINTENANCE

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

DRAINAGE MAINTENANCE

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

EMERGENCY ACCESS NOTE

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

DRIVES, PARKING AREAS, AND UTILITY EASEMENTS MAINTENANCE

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

FLOODPLAIN INFO

FLOODPLAIN: SUBJECT PROPERTY LIES WITHIN ZONE X AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 08005C0300K, PANEL 300 OF 725. REVISED DECEMBER 17, 2010.

LANDSCAPE MAINTENANCE

THE OWNERS OF THIS PLAN OR PLAT, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNER'S ASSOCIATION OR OTHER ENTITY OTHER THAN ARAPAHOE COUNTY IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING, LANDSCAPED AREAS AND SIDEWALKS BETWEEN THE FENCE LINE/PROPERTY LINE AND ANY PAVED ROADWAYS.

THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, OR SOME OTHER ENTITY OTHER THAN ARAPAHOE COUNTY, AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.

SIGHT TRIANGLE MAINTENANCE

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

DRAINAGE MASTER PLAN NOTE

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

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

2. DESIGN AND CONSTRUCT THE CONNECTION OF THE SUBDIVISION DRAINAGE SYSTEM TO A DRAINAGEWAY OF ESTABLISHED CONVEYANCE CAPACITY SUCH AS A MASTER PLANNED OUTFALL STORM SEWER OR MASTER PLANNED MAJOR DRAINAGEWAY. THE COUNTY WILL REQUIRE THAT THE CONNECTION OF THE MINOR AND MAJOR SYSTEMS PROVIDE CAPACITY TO CONVEY ONLY THOSE FLOWS (INCLUDING OFFSITE FLOWS) LEAVING THE SPECIFIC DEVELOPMENT SITE. TO MINIMIZE OVERALL CAPITAL COSTS, THE COUNTY ENCOURAGES ADJACENT DEVELOPMENTS TO JOIN IN DESIGNING AND CONSTRUCTING CONNECTION SYSTEMS. ALSO, THE COUNTY MAY CHOOSE TO PARTICIPATE WITH A DEVELOPER IN THE DESIGN AND CONSTRUCTION OF THE CONNECTION SYSTEM.

3. EQUITABLE PARTICIPATION IN THE DESIGN AND CONSTRUCTION OF THE MAJOR DRAINAGEWAY SYSTEM THAT SERVES THE DEVELOPMENT AS DEFINED BY ADOPTED MASTER DRAINAGEWAY PLANS (SECTION 3.4 OF THE ARAPAHOE COUNTY STORMWATER MANAGEMENT MANUAL) OR AS REQUIRED BY THE COUNTY AND DESIGNATED IN THE PHASE III DRAINAGE REPORT.

ZONING:

EXISTING: A–2 (AGRICULTURAL – 2)
PROPOSED: RA (RESIDENTIAL AGRICULTURAL)

OWNERS:

GARY RIGGS, ZACHARY RIGGS, CURT RIGGS AND DANENA RIGGS.
58920 E COUNTY ROAD 2, STRASBURG, CO 80136

CASE No. Z16–006

Revisions
1. REV PER COUNTY'S COMMENTS 10–13–16
2. REV ADDED IREA UTIL ESMT 10–22–16

COTTONWOOD SURVEYING AND ASSOCIATES, INC.
P.O. BOX 694
STRASBURG, COLORADO
(303) 549–7992

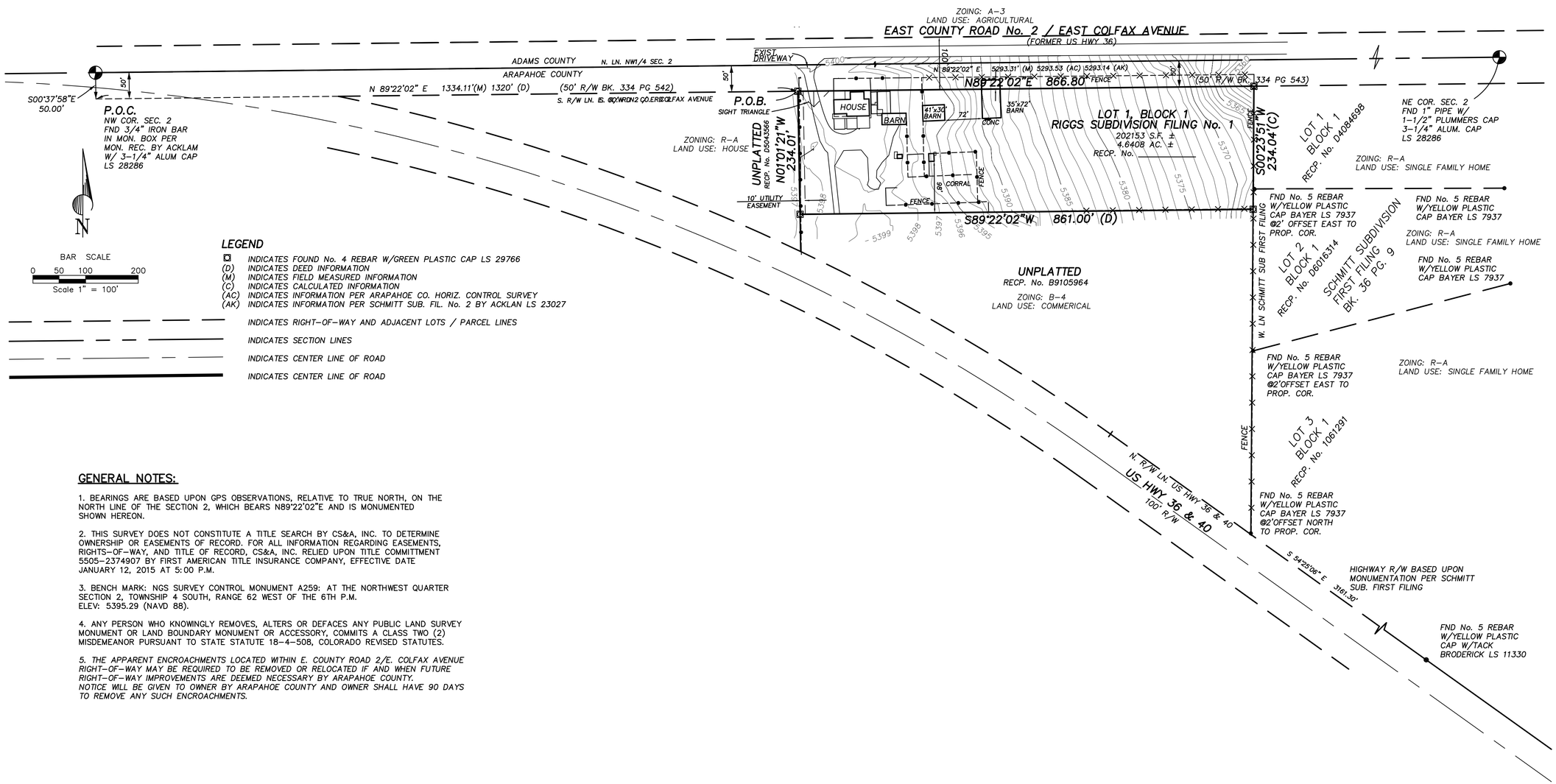
Design
Drawn PONS
Check
Scale AS NOTED
Filename 2016–49REZ

RIGGS REZONING PLAN
LOT 1, BLK 1, RIGGS SUB. FIL. No. 1, NW1/4, SECTION 2, TOWNSHIP 4 SOUTH, RANGE 62 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO.

Date 7–22–16
Job No. 2016–49
Sheet 1 of 2

RIGGS REZONING PLAN

A PARCEL OF LAND SITUATE IN THE NORTHWEST QUARTER OF
SECTION 2, TOWNSHIP 4 SOUTH, RANGE 62 WEST
OF THE 6TH P.M, COUNTY OF ARAPAHOE,
STATE OF COLORADO.



LEGEND

- ⊠ INDICATES FOUND No. 4 REBAR W/GREEN PLASTIC CAP LS 29766
- (D) INDICATES DEED INFORMATION
- (M) INDICATES FIELD MEASURED INFORMATION
- (C) INDICATES CALCULATED INFORMATION
- (AC) INDICATES INFORMATION PER ARAPAHOE CO. HORIZ. CONTROL SURVEY
- (AK) INDICATES INFORMATION PER SCHMITT SUB. FIL. No. 2 BY ACKLAN LS 23027

INDICATES RIGHT-OF-WAY AND ADJACENT LOTS / PARCEL LINES

INDICATES SECTION LINES

INDICATES CENTER LINE OF ROAD

INDICATES CENTER LINE OF ROAD

GENERAL NOTES:

1. BEARINGS ARE BASED UPON GPS OBSERVATIONS, RELATIVE TO TRUE NORTH, ON THE NORTH LINE OF THE SECTION 2, WHICH BEARS N89°22'02"E AND IS MONUMENTED SHOWN HEREON.

2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY CS&A, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, CS&A, INC. RELIED UPON TITLE COMMITTMENT 5505-2374907 BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JANUARY 12, 2015 AT 5:00 P.M.

3. BENCH MARK: NGS SURVEY CONTROL MONUMENT A259: AT THE NORTHWEST QUARTER SECTION 2, TOWNSHIP 4 SOUTH, RANGE 62 WEST OF THE 6TH P.M. ELEV: 5395.29 (NAVD 88).

4. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, COLORADO REVISED STATUTES.

5. THE APPARENT ENCROACHMENTS LOCATED WITHIN E. COUNTY ROAD 2/E. COLFAX AVENUE RIGHT-OF-WAY MAY BE REQUIRED TO BE REMOVED OR RELOCATED IF AND WHEN FUTURE RIGHT-OF-WAY IMPROVEMENTS ARE DEEMED NECESSARY BY ARAPAHOE COUNTY. NOTICE WILL BE GIVEN TO OWNER BY ARAPAHOE COUNTY AND OWNER SHALL HAVE 90 DAYS TO REMOVE ANY SUCH ENCROACHMENTS.

CASE No. Z16-006

Revisions
1. REV PER COUNTY'S COMMENTS 10-13-16
2. REV ADDED IREA UTIL ESMT 10-22-16

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

Design	
Drawn	PONS
Check	
Scale	AS NOTED
Filename	2016-49REZ

RIGGS REZONING PLAN

A PARCEL OF LAND SITUATE IN THE NW1/4, SECTION 2, TOWNSHIP 4 SOUTH, RANGE 62 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO.

Date	7-22-16
Job No.	2016-49
Sheet	2 of 2

Arapahoe County
Colorado's First

Board Summary Report

Date: December 16, 2016

To: Board of County Commissioners

Through: Jan Yeckes, Planning Division Manager

From: Sherman Feher, Senior Planner

Subject: Riggs, Minor Subdivision, (P16-020).

Request and Recommendation

The purpose of this action is to request BOCC approval of a Minor Subdivision in order to have a legally-subdivided lot. The Planning Commission and Planning Staff are recommending approval of this Minor Subdivision with conditions of approval.

Background

In 1972 the County zoned this property A-2 (agriculture) because it met the use requirements and because the property was over 9 acres which was the minimum lot size for the A-2 zoned district. In 1978, a previous property owner illegally split this lot into the current lot size of 4.64 acres. This created a parcel that did not meet the minimum lot area requirements for zone district. The current property owner purchased the property in 2015 without any indication or knowledge that the property was improperly divided.

On December 6, 2016, the Arapahoe County Planning Commission unanimously voted (6-0-1) to recommend approval of the Riggs Minor Subdivision (Case No. P16-020) with two Staff-recommended conditions of approval. No public comments were given at the Planning Commission hearing.

Links to Align Arapahoe

This request, if approved, will likely "improve the County's economic environment" by generating jobs to build a new building on the property.

Discussion

This application is done in conjunction with a Conventional Rezone case that will create a legally zoned lot.

The primary purpose of this Minor Subdivision and associated Rezone case is to create a legally zoned and subdivided lot so that the property owner can obtain a building permit in order to build a building on this property.

DRAFT MOTIONS:

A. In the case of P16-020, Riggs Minor Subdivision, we have read the staff report, dated November 29, 2016 and received testimony at the public hearing. We find ourselves in agreement with staff findings including the draft plan and attachments as set forth in the Board Summary Report dated December 16, 2016, and approve this case, subject to the following conditions:

1- The applicant makes minor modifications to plans and supporting documentation, as identified by PWD staff, prior to signed mylars,
2- The applicant agrees to address all Engineering Services Division's comments and concerns as identified within all related Engineering report(s) prior to signed mylars.

Alternate Motions

Any alternate motion must include new findings and conditions where those differ from the Staff-recommended findings and conditions.

DENIAL: In the case of P16-020, Riggs Minor Subdivision, we have read the Board Summary Report dated December 16, 2016, and received testimony at the public hearing. We deny of this case, based on the following findings:

1. State new or amended findings to support BOCC "Denial."
2. ....

CONTINUE: In the case of Z16-006, Riggs Rezone, I move to continue the decision on this request to [DATE], 2017, date certain, at 9:30 a.m., at this same location [to receive further information] [to further consider information presented during the hearing].

V. DRAFT MOTIONS:

In the case of P16-020, Riggs Minor Subdivision/Final Plat, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings 1 through 3 including all plans and attachments as set forth in the staff report dated November 29, 2016, and recommend this case favorably to the Board of County Commissioners subject to the following conditions:

1. The applicant must make all modifications to the Minor Subdivision/ Final Plat as requested by the Public Works & Development Department.
2. The applicant agrees to address all Engineering Services Division comments and concerns, as identified within their reports, prior to signed mylars.

Staff provides the following Draft Motions listed below as general guidance in preparing an alternative motion if the Planning Commission reaches a different determination:

Recommend Denial

In the case of P16-020, Riggs Minor Subdivision/Final Plat, we have read the staff report. We do not find ourselves in agreement with staff findings, including all exhibits and attachments as set forth in the staff report dated November 29, 2016, and recommend denial of this application based on the following findings:

1. *State new findings in support of denial as part of the motion.*

Continue to Date Certain:

In the case of P16-020, Riggs Minor Subdivision/Final Plat, I move to continue the hearing to [*date certain*], 6:30 p.m., to obtain additional information and to further consider the information presented.

Attachments:
Application & Exhibits
Engineering Staff Report
Referral Comments

PLAT APPROVAL (MINOR SUBDIVISON)

RESOLUTION NO. [reso #] It was moved by Commissioner [moved] and duly seconded by Commissioner [seconded] to approve the Final Plat for Riggs, P16-020 a minor subdivision. Said approval is subject to applicant agreeing to adhere to any and all Arapahoe County staff recommendations and/or conditions of approval as set forth within the record and/or as determined by the Board on this date, including the following conditions of approval:

1- The applicant makes minor modifications to plans and supporting documentation, as identified by PWD staff, prior to signed mylars,
2- The applicant agrees to address all Engineering Services Division's comments and concerns as identified within all related Engineering report(s) prior to signed mylars.

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

The vote was:

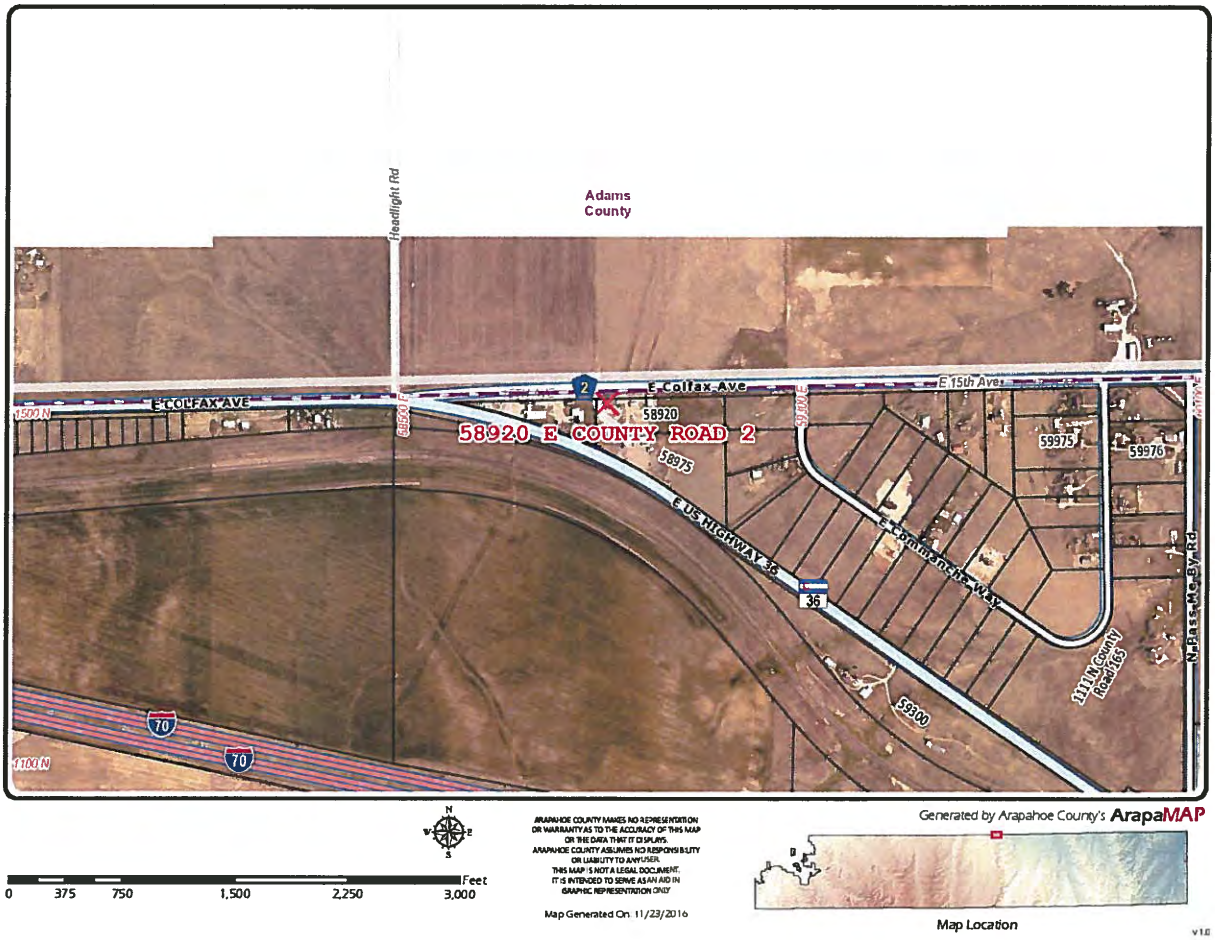
Commissioner Bockenfeld, ; Commissioner Doty, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.

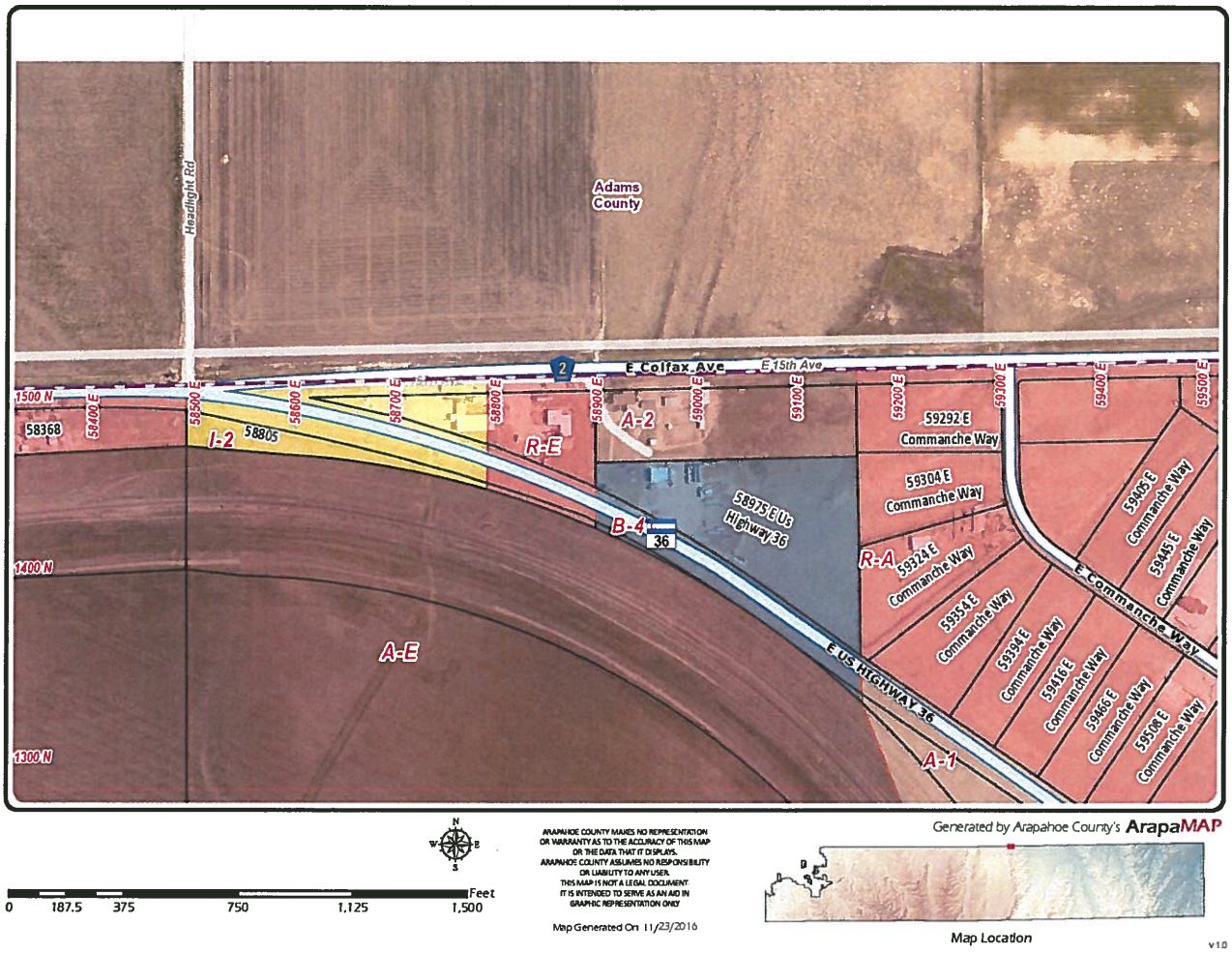
ARAPAHOE COUNTY PLANNING COMMISSION
PUBLIC HEARING AGENDA
DECEMBER 6, 2016
6:30 P.M.

CASE # P16-020 – RIGGS MINOR SUBDIVISION/FINAL PLAT
SHERMAN FEHER, SENIOR PLANNER **NOVEMBER 29, 2016**

VICINITY MAP The site is located east of Strasburg on County Road 2 near the turnoff of State Highway 36/40. This property is in Commissioner District 3.



VICINITY MAP



ZONING MAP

ZONING AND LAND USES:

North	-	Adams County zoning, Agriculture
East	-	R-A, Vacant
South	-	B-4, Commercial
West	-	R-E, Residential



Looking WSW across site from CR 2



Looking SE from west end of property

PROPOSAL:

The applicant Curt Riggs and various family members, as owners, are requesting approval of a Minor Subdivision known as Riggs Minor Subdivision. The purpose of this request is to create a legally platted lot in accordance with the subdivision regulations. The property is 4.64 acres and it meets the R-A minimum lot size of 2.41 acres.

There is a related Rezoning case (Z16-006) that is seeking to create an area of R-A zoning for this property, along with this proposed Minor Subdivision.

RECOMMENDATIONS

Staff: Staff recommends that the Minor Subdivision/Final Plat be approved based on the findings contained within this report, and subject to the conditions of approval outlined herein.

I. BACKGROUND

This property was originally zoned A-2 on Jun 27, 1972. In 1978 a previous owner of this property did an illegal subdivision of this property which created a parcel that did not meet minimum lot area and zoning requirements. If both the zoning and minor subdivision are approved, the resulting lot will comply with the zoning and subdivision regulations.

On July 19, 2016 the BOCC granted fee waivers for both the rezone and minor subdivision since the property was illegally subdivided and zoned prior to the current owner's purchase of the property.

II. DISCUSSION

Staff's review of this application included a comparison of the project to policies and goals outlined in the Comprehensive Plan, background activity, and an analysis of referral comments.

1. The Comprehensive Plan

The Arapahoe County Comprehensive Plan designates this site as "Tier 2."

The proposed Minor Subdivision/Final Plat is seeking to create a legally platted piece of property. This should help make this property generally compatible with the Arapahoe County Comprehensive Plan.

2. Minor Subdivision Regulations

The Minor Subdivision process generally follows the Final Plat process, as outlined in Chapter 14, Section 302 of the Land Development Code which states that, "A Final Plat may be approved upon the finding by the Board that the application will:"

a. Provide for a public water supply.

The proposed Minor Subdivision's single lot does not require a public water supply. It is currently served by a well.

b. Provide for a public sewage disposal system.

The proposed Minor Subdivision's single lot does not require a public sewage system. It is currently served by a septic system.

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

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

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

The applicants are proposing to rezone this property in conjunction with this Minor Subdivision. If the rezoning is approved this proposal would meet those requirements.

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

Minerals do not appear to be economically recoverable at this location.

3. Referral Comments

Comments received as a result of the referral process are as follows; some of these comments pertain to the related rezoning case:

Arapahoe County Assessor	No response.
Arapahoe County Engineer	Comments on Minor Subdivision exhibit. *Applicant addressed comments.*
Arapahoe County Mapping	Some corrections need to be done. *The applicant has made or will make the corrections.*
Arapahoe County Open Spaces	No comments.
Arapahoe County Sheriff	No comments.
Arapahoe County Zoning	Comments on house does not meet setback requirements, barn crosses property line into right-of-way, and other buildings may not meet setback requirements. *The Applicant has added the County-specified note regarding the building encroachments in the right-of-way. Buildings that do not meet setbacks are considered non-conforming. Applicant will either need to seek variances for the house and other buildings that do not meet setbacks or leave as non-conforming until or unless the buildings are considered destroyed and then the new buildings will need to meet current setback requirements.*

Colorado Parks and Wildlife	No response.
Adams County	No response.
Strasburg School District	No response.
Strasburg Fire District	No response.
CDOT	No objection.
REAP	No response.
Tri-County Health	Comments on sceptic systems and proposed pole barn building. *Comments given to applicant.*
Deer Trail Conservation District	No response.
IREA	No response.
Corps of Engineers	No response.
East End Advisory Committee	C. Kroh: No comment; All other Committee members: No response.

4. Cash-in-lieu of Land Dedication:

Because this proposal is not creating a new lot but is seeking to create a legal lot no cash in lieu of land dedication requirements is needed.

III. STAFF FINDINGS:

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

1. The application complies with the submittal requirements for a Minor Subdivision which are contained in *Chapter 14, Section 500* of the Arapahoe County Land Development Code.

2. The application complies with approval criteria in the Arapahoe County Land Development Code.

3. The applicant is seeking to create a legally platted lot.

IV. RECOMMENDATION:

Based on the findings described herein, staff recommends approval of this Minor Subdivision/Final Plat application, subject to following conditions.

1. The applicant must make all modifications to the Minor Subdivision/ Final Plat as requested by the Public Works & Development Department.
2. The applicant agrees to address all Engineering Services Division comments and concerns, as identified within their reports, prior to signed mylars.

V. DRAFT MOTIONS:

In the case of P16-020, Riggs Minor Subdivision/Final Plat, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings 1 through 3 including all plans and attachments as set forth in the staff report dated November 29, 2016, and recommend this case favorably to the Board of County Commissioners subject to the following conditions:

1. The applicant must make all modifications to the Minor Subdivision/ Final Plat as requested by the Public Works & Development Department.
2. The applicant agrees to address all Engineering Services Division comments and concerns, as identified within their reports, prior to signed mylars.

Staff provides the following Draft Motions listed below as general guidance in preparing an alternative motion if the Planning Commission reaches a different determination:

Recommend Denial

In the case of P16-020, Riggs Minor Subdivision/Final Plat, we have read the staff report. We do not find ourselves in agreement with staff findings, including all exhibits and attachments as set forth in the staff report dated November 29, 2016, and recommend denial of this application based on the following findings:

1. *State new findings in support of denial as part of the motion.*

Continue to Date Certain:

In the case of P16-020, Riggs Minor Subdivision/Final Plat, I move to continue the hearing to [*date certain*], 6:30 p.m., to obtain additional information and to further consider the information presented.

Attachments:
Application & Exhibits
Engineering Staff Report
Referral Comments

Arapahoe County
Colorado's First

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

Land Development Application

Form must be complete

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

APPLICANT/REPRESENTATIVE: Curt Riggs	**ADDRESS:** 58920 E. Cty. Rd 2, Strasburg, CO. 80136 **PHONE:** 720-626-9978 **FAX:** N/A **EMAIL:** Criggs616@gmail.com.	**SIGNATURE:** **NAME:** Curt Riggs **TITLE:** Owner
OWNER(S) OF RECORD: Curt Riggs	**ADDRESS:** 58920 E. Cty. Rd 2, Strasburg, CO. 80136 **PHONE:** 720-626-9978 **FAX:** N/A **EMAIL:** riggscdzd@sbcglobal.net	**SIGNATURE:** **NAME:** **TITLE:**
ENGINEERING FIRM:	**ADDRESS:** **PHONE:** **FAX:** **EMAIL:**	**CONTACT PERSON:**

Pre-Submittal Case Number: Q16-065 **Pre-Submittal Planner:** SF **Pre-Submittal Engineer:** Sue

Parcel ID no. (AIN no.)	1983-00-0-00-382
Parcel Address or Cross Streets:	Highlight Mile Rd / County Rd 2
Subdivision Name & Filing No.:	N/A
Related Case Numbers: (Preliminary/Final Development Plan, Rezoning, and / or Plat)	

	EXISTING	PROPOSED
Zoning:	A-2/RA	RA
Case/Project/Subdivision Name:	N/A	N/A
Site Area (Acres):	4.64	4.64
Floor Area Ratio (FAR):		
Density (Dwelling Units/Acre):		
Building Square Footage:		
Disturbed Area (Acres):		

CASE TYPE (Administrative Case types are shaded in Gray)

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

THIS SECTION FOR OFFICE USE ONLY

Case No:	P16-020			**Planning Manager:**	Sherman			**Engineering Manager:**	Sue		
Planning Fee:	Y	N	$4,500	**Engineering Fee:**	Y	N	$2,500	**TCHD Fee?** ☐	$		

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

WVR16-015 WAIVED BY BOCC

RECEIVED
AUG 19 2016

June 17, 2016

Letter of Intent

Mr. Riggs would like to meet to discuss his property at 58920 E CR 2.

Land is a nonconforming lot of 5.39 acres zoned A-2 surrounded by Colfax and Hwy 36.

Zoning to the South is B-4, and to the East is R-A, and to the west is zoned R-E.

Property currently has a home and several outbuildings.

Mr. Riggs would like to construct a pole barn and was informed that the zoning and platting would have to be fixed in order to get a permit.

Cottonwood Surveying & Associates, Inc.
P.O. Box 694
Strasburg, CO 80136
Ph. 303-549-7992

October 22, 2016

Arapahoe County Planning and Public Works
6924 South Lima Street
Centennial CO 80112-3853

RE: Riggs Rezone Plan Z16-006
Riggs Minor Subdivision P16-020

To whom it may Concern

Cottonwood Surveying and Associates, Inc., received the 2nd set of Planning, Public Works and Mapping comments on the above plan and plat and have made the changes described as follows:

Rezone Plan

1. Added the line types to the legend.
2. Added the 10' utility easement
3. Added the Encroachment note.

Minor Subdivision Plat

1. Moved Know all Men paragraph and the Legal Description to below "The Undersigned Certifies"
2. Added the paragraph "Have by these presents"
3. Added the 10' utility easement per I.R.E.A. request.
4. Removed the Drainage Liability note.
5. Highlighted the "Arapahoe / Adams County label" at the Section line.
6. Made the boundary line heavier.
7. Added "Not a part of this subdivision to Lots 1 thru 3, Blk. 1 Schmitt Sub, First Filing.
8. Removed "Fence" label
9. Added Line types to Legend.
10. Created Address Plat for Sheets 1 and 2 of the Minor Plat.

Sincerely

Harold J. Ponserella

Harold J. Ponserella RLS No. 29766
Cottonwood Surveying and Assoc., Inc.

ARAPAHOE COUNTY
COLORADO'S FIRST

Public Works and Development

6924 South Lima Street
Centennial, Colorado 80112-3853
Phone: 720-874-6500
Fax: 720-874-6611
TDD: 720-874-6574
www.arapahoegov.com
publicworks@arapahoegov.com

DAVID M. SCHMIT, P.E.
Director

Engineering Staff Report

PHASE II – REFERRAL

Date: September 20, 2016

To: Sherman Feher, Planning Division

From: Sue Liu, Engineering Division

RE: Z16-006 P16-020 Riggs Rezoning Plan and Subdivision Filing No. 1

Scope/Location:

The applicant, Mr. Riggs, is requesting approval of a Rezoning Plan and a Minor Subdivision Plat for his property, located at 58920 E CR2. The property is a non-conforming lot of 5.39 acres zoned A-2. Mr. Riggs will like to construct a pole barn and was informed that the zoning and the platting would have to be fixed in order to get a building permit. The property will be rezoned to RA (Residential Agricultural).

Items included with this referral:

Rezoning Plan
Minor Subdivision

Cc: Charles V. Haskins, Engineering Services Division, Division Manager
Case File No. P16-020 Z16-006
SPL RDR

Findings:

The Arapahoe County Division of Engineering Services has reviewed this referral and has the following findings:

1. The site lies within the Bijou Creek basin.
2. Construction activities that disturb one or more acres are required by the Environment Protection Agency (EPA) to obtain a Construction Stormwater Permit.
3. Master Drainage Impact Fees of $115/Gross Acre is required and should be paid to the County at the time of approval of the minor subdivision plat.

Recommendations:

The Division of Engineering Services recommends this case favorably subject to the following conditions:

1. The applicant agrees to address the Division of Engineering Services' findings, comments, and concerns as identified within this report.

STAFF COMMENTS

General

1. In addition to the comments listed in this report, Staff has provided redlined plans and reports illustrating clarification to comments included within this report and other minor comments to be addressed. Comments within these redlined documents shall be fully addressed. The redlined documents shall be returned to Staff and must be included with the resubmittal for it to be considered complete.
2. RESUBMITTAL PROCEDURE - Attached to this report are instructions to the applicant regarding the resubmittal of documents. The applicant and their consultants must follow these instructions explicitly to avoid delays in our and processing of this case.

Minor Subdivision Plat

1. Drainage Liability note can be removed since no drainage facility is proposed.
2. Include the text of "Not a part of this subdivision" for Schmitt Subdivision, lots 1 to 3.
3. Make the boundary of the lot a solid heavier line.

Rezoning Plan

4. Add a note about the encroachments (barn and fence) as "THE APPARENT NCROACHMENTS LOCATED WITHIN E. COUNTY ROAD 2/E. COLFAX AVENUE RIGHT-OF-WAY MAY BE REQUIRED TO BE REMOVED OR RELOCATED IF AND WHEN FUTURE RIGHT-OF-WAY IMPROVEMENTS ARE DEEMED NECESSAARY BY ARAPAHOE COUNTY. NOTICE WILL BE GIVEN TO OWNER BY ARAPAHOE COUNTY AND OWNER SHALL HAVE 90 DAYS TO REMOVE ANY SUCH ENCROACHMENTS".

Engineering Documents Required for Resubmittal
to the County Engineering Services Division

	Digital
A copy of this Resubmittal Checklist	x
Completed Review and Approval Form (Arapahoe County Form 581) available on-line at http://www.arapahoegov.com/index.aspx?NID=569	x
Completed Review and Approval Grading, Erosion and Sediment Control Form (GESC – Form 403) available on-line at http://www.arapahoegov.com/index.aspx?NID=569	
Copy of Latest Proposed Land Development Plan - (Rezoning, MS)	x
Traffic Impact Study	
Phase II Drainage Study	
Floodplain Modification Study	
Engineering Cost Estimate	
Operations & Maintenance Manual	
Any comments to Stormwater Facilities Maintenance Agreement?	
Construction Drawings	
Pavement Design Report	
Grading, Erosion and Sediment Control (GESC) Plans & Report	
Legal Description and Exhibit	
Legal name, legal address, and title (if any) of the Owner, assign, or person with signatory authority on behalf of the Owner	
Exhibit that illustrates easement location(s), see comment #xx	
Geotechnical Study / Preliminary Soils report	
Collateral Letter of Intent	
Electronic files for set of plans being submitted to **EngineeringSubmittals@arapahoegov.com and cc to sliu@arapahoegov.com**	
County Redlines for: PP, PDP, Phase II Drainage Study, TIS	
SEMSWA Redlines for: Phase III Drainage Study, GESC, O&M Manual, CDs	
Letter of point-by-point response to this comment letter and SEMSWA's comments	
Fees Due:	n/a

Case No. P16-020 Z16-006 Case Engineer: Sue Liu

In order to expedite this case in an efficient manner, please provide all the items above to the Engineering Services Division counter at 6924 S Lima Street or email all files to **EngineeringSubmittals@arapahoegov.com and cc to sliu@arapahoegov.com**

Incomplete resubmittal packages will not be forwarded to the case engineer for review until all of the information requested on this form has been provided.

This sheet must be attached to your resubmittal with the revised documents in the quantities listed above.

Arapahoe County
Colorado's First

Public Works and Development
6924 S. Lima Street Centennial, Colorado 80112 Phone: 720-874-6650; FAX 720-874-6611
www.co.arapahoe.co.us

Planning Division

Referral Routing

Case Number / Case Name:	**P16-020 & Z16-006 / Riggs #01 Minor Subdivision & Rezoning**
Planner:	**Sherman Feher**
Engineer:	**Sue Liu**
Date sent:	**09-16-2016**
Date to be returned:	**10-17-2016**

	Arapahoe County Agencies				
☒	Assessor / Arapahoe County (Residential)	Beverly Reynolds		**Citizen's Organizations**	
☐	Attorney / Arapahoe County	Robert Hill	☐	CCNA-Cherry Creek Neighborhoods Ass.	
☐	Building / Arapahoe County	Steve Byer	☐	CECON-(Within Centennial)	
☐	Engineering / Arapahoe County	Sue Liu	☐	Four Square Mile Neighborhood	
☒	Mapping / Arapahoe County	Pat Hubert	☐	South Metro Chamber of Commerce	
☐	Oil & Gas / Arapahoe County	Diane Kocis		**Conservation District**	
☒	Open Space / Arapahoe County		☒	Deer Trail Conservation District	
☒	Planning / Arapahoe County	Sherman Feher	☐	West Arapahoe Conservation District	Tasha Chevarria
☒	Sheriff / Arapahoe County	1 to Brian McKnight 1 to Glenn Thompson		**Transportation**	
☐	Weed Control / Arapahoe County	Russell Johnson	☐	CDOT / State Highway Dept- Region 1	Rick Solomon
☒	Zoning / Arapahoe County	Tammy King	☐	E-470 Authority	Peggy Davenport
	Referral Agencies		☐	RTD	Chris Quinn
☐	Architectural Review Committee		☐		
☐	Arapahoe Library District			**Utilities: Gas, Electric & Phone**	
☐	CGS Colorado Geological Survey-Soils		☐	Centurylink/Phone	Charles Place
☐	City / Town		☐	Conoco Phillips / Gas Pipeline	
☒	Colorado Parks and Wildlife	Travis Harris	☐	XCEL	Donna George
☒	Adams County		☒	IREA	Brooks Kaufman
☐	DRCOG			**Water / Sanitation / Stormwater / Wetlands**	
☒	Strasburg Fire Protection District		☐	ACWWA	
☐	Metro District		☒	U.S. Army Corp. of Engineer	Kiel Downing
☐	Post Office Growth Coordinator	J. Hernandez	☐	CCBWQA	
☒	Reap I-70 Regional Economic Advancement Partnership	Matt Reay and Jack Keever	☐	Colorado Division of Water Resources	Joanne Williams
☐	Recreation District / Park District (External)		☐	SEMSWA	Paul Danley
☒	Strasburg School District	Keith Yach	☐	ECCVW&S	Chris Douglass
☐	Special District		☐	Urban Drainage & Flood	David Mallory
☒	Tri-County Health Department	Sheila Lynch	☒	Other / 5 Sets East End Adv. Committee	
☐	HOMEOWNER'S ASSOCIATIONS				

The enclosed case has been submitted to the Arapahoe County Planning Office for consideration. Because of the possible effect of the proposed development upon your area, the case is being referred for your comment. Please examine this request and, after review, check the appropriate line and return to the Arapahoe County Planning Office on or before the date indicated above.

	COMMENTS:	SIGNATURE
☒	Have NO Comments to make on the case as submitted	9/19/16
☐	Have the following comments to make related to the case:	

Sherman Feher

From: Loeffler - CDOT, Steven <steven.loeffler@state.co.us>
Sent: Wednesday, September 21, 2016 10:51 AM
To: Sherman Feher
Cc: Marilyn Cross - CDOT
Subject: P16-020 & Z16-006 / Riggs Minor Subdivision & Rezoning

Sherman,

I have reviewed the referral named above and have no objection to the minor subdivision or the rezoning.

This property currently holds CDOT State Highway Access Permit 198039. Current and future division of this parcel(s) into smaller parcels will require all future parcels to use this access point only. No future access points will be granted from this parcel(s), or portions of this parcel(s), onto the State Highway because of division of ownership.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit

P 303.757.9891 | F 303.757.9886
2000 S Holly Street, Denver, CO 80222
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

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6924 S. Lima Street Centennial, Colorado 80112 Phone: 720-874-6650; FAX 720-874-6611
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Planning Division

Referral Routing

Case Number / Case Name:	**P16-020 & Z16-006 / Riggs #01 Minor Subdivision & Rezoning**
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	Arapahoe County Agencies			Citizen's Organizations	
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☒	Mapping / Arapahoe County	Pat Hubert		**Conservation District**	
☐	Oil & Gas / Arapahoe County	Diane Kocis	☒	Deer Trail Conservation District	
☒	Open Space / Arapahoe County		☐	West Arapahoe Conservation District	Tasha Chevarria
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	Referral Agencies		☐		
☐	Architectural Review Committee			**Utilities: Gas, Electric & Phone**	
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☐	City / Town		☐	XCEL	Donna George
☒	Colorado Parks and Wildlife	Travis Harris	☒	IREA	Brooks Kaufman
☒	Adams County			**Water / Sanitation / Stormwater / Wetlands**	
☐	DRCOG		☐	ACWWA	
☒	Strasburg Fire Protection District		☒	U.S. Army Corp. of Engineer	Kiel Downing
☐	Metro District		☐	CCBWQA	
☐	Post Office Growth Coordinator	J. Hernandez	☐	Colorado Division of Water Resources	Joanne Williams
☒	Reap I-70 Regional Economic Advancement Partnership	Matt Reay and Jack Keever	☐	SEMSWA	Paul Danley
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	COMMENTS:	SIGNATURE AJS 9.19.16
☒	Have NO Comments to make on the case as submitted	
☐	Have the following comments to make related to the case:	

RESIDENCE DOES NOT MEET FRONT SETBACK REQUIREMENTS
BARN CROSSES FRONT PROPERTY LINE
Building 243 MAY NOT MEET FRONT SB REQUIREMENTS

DONE 9-19-16

Tri-County Health Department

September 28, 2016

Sherman Feher
Arapahoe County Public Works and Development
6924 S. Lima Street
Centennial, CO 80112

RE: Riggs Rezoning, 58920 East County Road 2, Z16-006
TCHD Case # 4089

Dear Mr. Feher:

Thank you for the opportunity to review and comment on the rezoning and minor subdivision application in preparation for constructing a pole barn at 58920 E. County Road 2 (formerly 58975 E Highway 36), Strasburg. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations. After reviewing the application, TCHD has the following comments.

Onsite Wastewater Treatment System
TCHD records do not include an "as-built" diagram showing the location of the Onsite Wastewater Treatment System (OWTS). Therefore, TCHD cannot verify the location of the OWTS. The subject application does not show a proposed location for the pole barn. According to Onsite Wastewater Treatment System Regulation (O-14), all occupied structures shall be a minimum of 20 feet from the soil treatment area (leach field) of the OWTS. TCHD has no objection to the construction of a pole barn, if applicable setbacks are met.

Please feel free to contact me at (720) 200-1575 or email at kboyer@tchd.org if you have any questions.

Sincerely,

Kathy Boyer, REHS
Environmental Health Specialist

cc: Sheila Lynch, Michael Weakley, Steven Chevalier, TCHD

Arapahoe County
Colorado's First

Public Works and Development
6924 S. Lima Street Centennial, Colorado 80112 Phone: 720-874-6650; FAX 720-874-6611
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Planning Division

Referral Routing

Case Number / Case Name: P16-020 & Z16-006 / Riggs #01 Minor Subdivision & Rezoning
Planner: Sherman Feher
Engineer: Sue Liu
Date sent: 09-16-2016
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☐	E-470 Authority	Peg
☐	RTD	Chr
☐		
	Utilities: Gas, Electric & Phone	
☐	Centurylink/Phone	Cha
☐	Conoco Phillips / Gas Pipeline	
☐	XCEL	Don
☒	IREA	Broc
	Water / Sanitation / Stormwater / Wetlands	
☐	ACWWA	
☒	U.S. Army Corp. of Engineer	Kiel
☐	CCBWQA	
☐	Colorado Division of Water Resources	Joan
☐	SEMSWA	Paul
☐	ECCVW&S	Chris
☐	Urban Drainage & Flood	Davic
☒	Other / 5 Sets East End Adv. Committee	

The enclosed case has been submitted to the Arapahoe County Planning Office for consideration. Because of the possible effect of t development upon your area, the case is being referred for your comment. Please examine this request and, after review, check the appropr return to the Arapahoe County Planning Office on or before the date indicated above.

	COMMENTS:	SIGNATURE
☑	Have NO Comments to make on the case as submitted	Carl Kroh 9-21-
☐	Have the following comments to make related to the case:	

RIGGS SUBDIVISION FILING No. 1

A PARCEL OF LAND SITUATE IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO

CERTIFICATE OF DEDICATION AND OWNERSHIP:

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

KNOW ALL MEN BY THESE PRESENTS, THAT GARY RIGGS AND ZACHARY RIGGS, CURT RIGGS AND DANENA RIGGS BEING THE OWNER(S), MORTGAGEE, OR LIEN HOLDERS OF CERTAIN LANDS IN ARAPAHOE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

PARCEL A:

A PARCEL OF LAND SITUATE IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 62 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED SECTION 2; THENCE SOUTH, A DISTANCE OF 50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OLD HIGHWAY NO. 36; THENCE EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1320 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH A DISTANCE OF 100 FEET; THENCE EAST A DISTANCE OF 160 FEET; THENCE NORTH A DISTANCE OF 100 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OLD HIGHWAY #36; THENCE WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 160 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT ANY PORTION LYING WITHIN COUNTY ROADS, COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL B:

A PARCEL OF LAND SITUATE IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 62 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED SECTION 2; THENCE SOUTH A DISTANCE OF 50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OLD HIGHWAY #36; THENCE EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1320 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH A DISTANCE OF 234 FEET; THENCE EAST ON A LINE PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 861 FEET; THENCE NORTH A DISTANCE OF 234 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE; THENCE WEST ALONG SAID RIGHT OF WAY LINE OF OLD HIGHWAY #36 A DISTANCE OF 861 FEET TO THE TRUE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL DESCRIBED AS:

COMMENCING AT THE AFORESAID TRUE POINT OF BEGINNING; THENCE SOUTH A DISTANCE OF 100 FEET, THENCE EAST A DISTANCE OF 160 FEET; THENCE NORTH A DISTANCE OF 100 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OLD HIGHWAY #36; THENCE WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 160 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT ANY PORTION LYING WITHIN COUNTY ROADS, COUNTY OF ARAPAHOE, STATE OF COLORADO.

CONTAINING 202153 SQUARE FEET OR 4.6408 ACRES MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO A LOT AND A BLOCK AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF RIGGS SUBDIVISION FILING No. 1 AND DO HEREBY DEDICATE AND CONVEY TO ARAPAHOE COUNTY, COLORADO, AND WARRANTS TITLE TO SAME, FOR THE USE OF THE PUBLIC, THE STREETS AND OTHER PUBLIC WAYS AND LANDS SHOWN HEREON, AND DO HEREBY DEDICATE TO ARAPAHOE COUNTY, COLORADO, AND APPROPRIATE UTILITY COMPANIES AND EMERGENCY ASSISTANCE ENTITIES, THE EASEMENTS AS SHOWN HEREON FOR THE PURPOSES STATED.

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

OWNERS OF RECORD:

GARY RIGGS

_____
OWNER DATE:

STATE OF COLORADO)
) S.S.
COUNTY OF ARAPAHOE)

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED

BEFORE ME THIS _____DAY OF_____A.D., 20__,

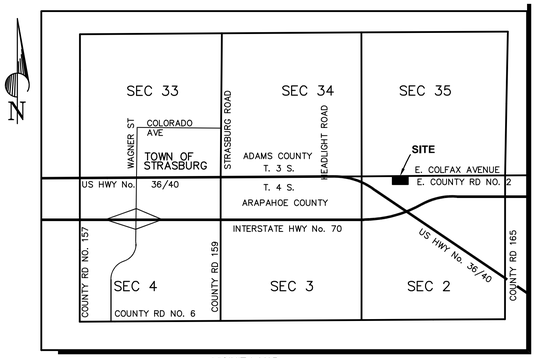
BY_____AS_____

OF _____ AN AUTHORIZED SIGNATORY.

BY _____
NOTARY PUBLIC WITNESS MY HAND AND SEAL

_____ MY COMMISSION EXPIRES _____
ADDRESS

_____
CITY STATE ZIP CODE



VICINITY MAP
1" = 2000'

OWNERS OF RECORD:

ZACHARY RIGGS

_____
OWNER DATE:

STATE OF COLORADO)
) S.S.
COUNTY OF ARAPAHOE)

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED

BEFORE ME THIS _____DAY OF_____A.D., 20__,

BY_____AS_____

OF _____ AN AUTHORIZED SIGNATORY.

BY _____
NOTARY PUBLIC WITNESS MY HAND AND SEAL

_____ MY COMMISSION EXPIRES _____
ADDRESS

_____
CITY STATE ZIP CODE

CURT RIGGS

_____
OWNER DATE:

STATE OF COLORADO)
) S.S.
COUNTY OF ARAPAHOE)

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED

BEFORE ME THIS _____DAY OF_____A.D., 20__,

BY_____AS_____

OF _____ AN AUTHORIZED SIGNATORY.

BY _____
NOTARY PUBLIC WITNESS MY HAND AND SEAL

_____ MY COMMISSION EXPIRES _____
ADDRESS

_____
CITY STATE ZIP CODE

DANENA RIGGS

_____
OWNER DATE:

STATE OF COLORADO)
) S.S.
COUNTY OF ARAPAHOE)

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED

BEFORE ME THIS _____DAY OF_____A.D., 20__,

BY_____AS_____

OF _____ AN AUTHORIZED SIGNATORY.

BY _____
NOTARY PUBLIC WITNESS MY HAND AND SEAL

_____ MY COMMISSION EXPIRES _____
ADDRESS

_____
CITY STATE ZIP CODE

STANDARD NOTES:

THE OWNER(S), DEVELOPER(S), AND/OR SUBDIVIDER(S) OF THE FINAL PLAT KNOWN AS RIGGS SUBDIVISION FILING No. 1, THEIR RESPECTIVE SUCCESSORS, HEIRS AND/OR ASSIGNS AGREE TO THE FOLLOWING NOTES:

SIGHT TRIANGLE MAINTENANCE:

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

LANDSCAPE MAINTENANCE:

THE OWNERS OF THIS PLAT, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS ASSOCIATION OR OTHER ENTITY OTHER THAN ARAPAHOE COUNTY IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING, LANDSCAPED AREAS AND SIDEWALKS BETWEEN THE FENCE LINE/PROPERTY LINE AND ANY PAVED ROADWAYS.

THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, OR SOME OTHER ENTITY OTHER THAN ARAPAHOE COUNTY, AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.

EMERGENCY ACCESS NOTE:

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

STREET MAINTENANCE:

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

PRIVATE STREET MAINTENANCE

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

PUBLIC IMPROVEMENTS NOTE:

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

DRIVES, PARKING AREAS, AND UTILITY EASEMENTS MAINTENANCE:

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

DRAINAGE MASTER PLAN NOTE:

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

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

DRAINAGE MAINTENANCE:

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

SPECIFIC NOTES:

STREET LIGHTING:

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

DRAINAGE:

ALL DRAINAGE, DETENTION POND AND STORM SEWER EASEMENTS SHOWN HEREON BURDEN AND RUN WITH ALL LANDS DESCRIBED IN THIS PLAT TO THE BENEFIT OF ARAPAHOE COUNTY AND ITS ASSIGNS, AND ARE BINDING UPON THE OWNERS AND THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS. THE EASEMENTS ARE GOVERNED BY THE TERMS AND CONDITIONS OF ARAPAHOE COUNTY'S STORMWATER AND DRAINAGE REGULATIONS AND STANDARDS AND ALL TERMS AND CONDITIONS OF RECORD, INCLUDING THOSE RECORDED JUNE 5, 1977 AT RECEPTION NUMBER A7066570, AS THOSE REGULATIONS, STANDARDS, TERMS AND CONDITIONS EXIST AT THE TIME OF COUNTY APPROVAL OF THIS DOCUMENT AND AS THEY MAY BE AMENDED FROM TIME TO TIME.

PUBLIC USE EASEMENT:

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

GENERAL NOTES:

1. BEARINGS ARE BASED UPON GPS OBSERVATIONS, RELATIVE TO TRUE NORTH, ON THE NORTH LINE OF THE SECTION 2, WHICH BEARS N89°22'02"E AND IS MONUMENTED SHOWN HEREON.
2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY CS&A, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, CS&A, INC. RELIED UPON TITLE COMMITMENT 5505-2374907 BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JANUARY 12, 2015 AT 5:00 P.M.
3. BENCH MARK: NGS SURVEY CONTROL MONUMENT A259: AT THE NORTHWEST QUARTER SECTION 2, TOWNSHIP 4 SOUTH, RANGE 62 WEST OF THE 6TH P.M. ELEV: 5395.29 (NAVD 88).
4. FLOODPLAIN: SUBJECT PROPERTY LIES WITHIN ZONE X AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 08005C0300K, PANEL 300 OF 725. REVISED DECEMBER 17, 2010.
5. ALL EXTERIOR BOUNDARY MONUMENTS ARE FOUND MONUMENTS FROM A PREVIOUS SURVEY AND ARE AS NOTED ON SURVEY.
6. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, COLORADO REVISED STATUTES.
7. NO OFFSET MONUMENTS ARE TO BE SET IN CONJUNCTION WITH THIS PLAT.

SURVEYING CERTIFICATE:

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

_____ JULY 22, 2016
HAROLD PONSERELLA, LICENSED LAND SURVEYOR DATE OF SURVEY
COLORADO NO. 29766
FOR AND ON BEHALF OF COTTONWOOD SURVEYING & ASSOC., INC.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.

BOARD OF COUNTY COMMISSIONERS APPROVAL:

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

CHAIR: _____

ATTEST: _____

RECORDER'S CERTIFICATE:

THIS PLAN OR PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ARAPAHOE COUNTY AT _____(A.M./P.M.) ON THE _____
DAY OF _____A.D., 20___ IN
BOOK _____, PAGE _____, MAP____, RECEPTION NO. _____

COUNTY CLERK AND RECORDER

_____

BY: _____
DEPUTY

CASE No. P16-020

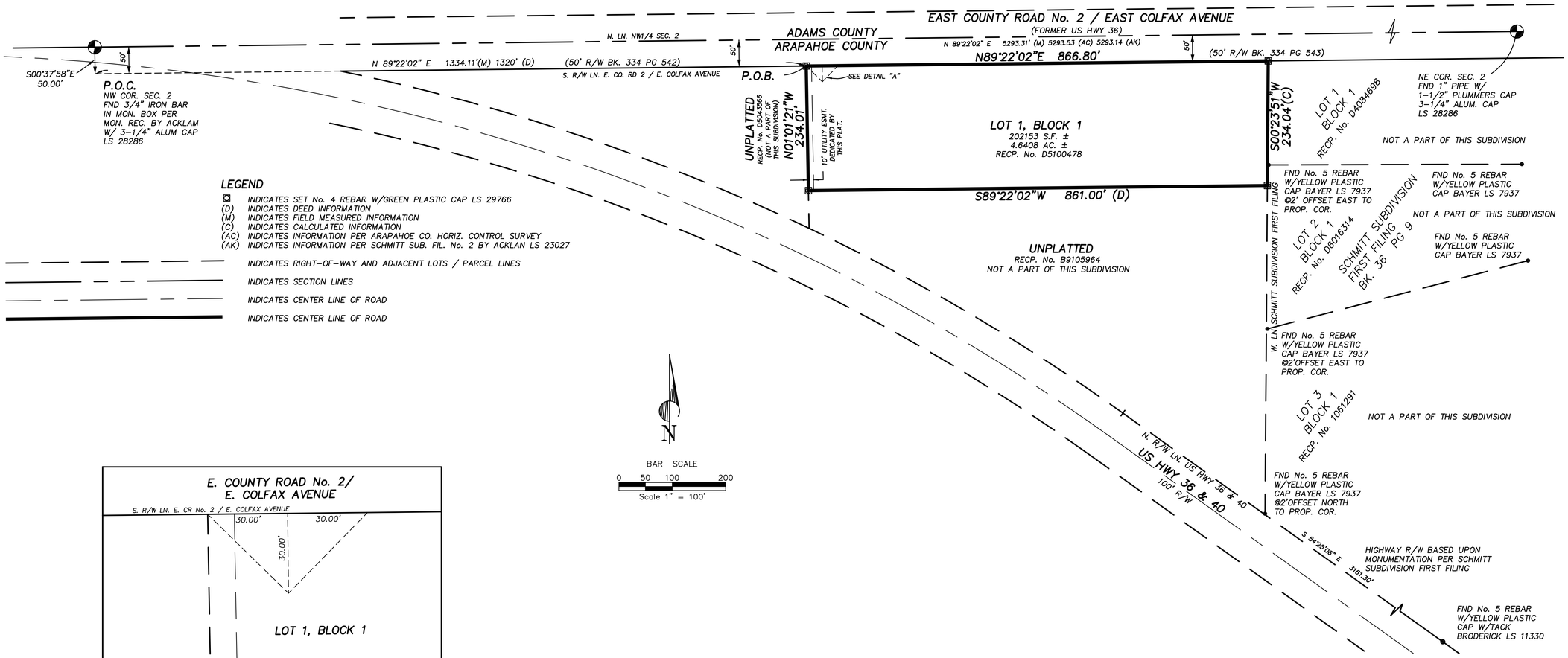
COTTONWOOD SURVEYING AND ASSOCIATES, INC.
P.O. BOX 694, STRASBURG, CO 80136
PHONE: 303-549-7992 EMAIL: PONS.CSA@GMAIL.COM

RIGGS SUBDIVISION
FILING NO. 1
JOB NO. 2016-19
DATE: 07/22/16
REV: 10-13-16
REV: 10-22-16
SHEET 1 OF 2

RIGGS SUBDIVISION FILING No. 1

A PARCEL OF LAND SITUATE IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO

SHEET 2 OF 2



LEGEND

- ⊡ INDICATES SET No. 4 REBAR W/GREEN PLASTIC CAP LS 29766
- (D) INDICATES DEED INFORMATION
- (M) INDICATES FIELD MEASURED INFORMATION
- (C) INDICATES CALCULATED INFORMATION
- (AC) INDICATES INFORMATION PER ARAPAHOE CO. HORIZ. CONTROL SURVEY
- (AK) INDICATES INFORMATION PER SCHMITT SUB. FIL. No. 2 BY ACKLAN LS 23027

INDICATES RIGHT-OF-WAY AND ADJACENT LOTS / PARCEL LINES

INDICATES SECTION LINES

INDICATES CENTER LINE OF ROAD

INDICATES CENTER LINE OF ROAD

N

BAR SCALE

0 50 100 200

Scale 1" = 100'

DETAIL "A"
SIGHT-TRIANGLE
SCALE 1" = 20'

CASE No. P16-020

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

RIGGS SUBDIVISION FILING NO. 1
JOB NO. 2016-49
DATE: 07/22/16
REV: 9-7-16
REV: 10-13-16
REV: 10-22-16
SHEET 2 OF 2

ARAPAHOE COUNTY
COLORADO'S FIRST

Board Summary Report

Date: December 13, 2016 **Meeting Date:** January 3, 2017

To: Board of County Commissioners

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

From: Jan Yeckes, Planning Division Manager

Subject: **W15-002 Land Development Code Minor Amendments:** Chapters 12 – Specific Regulations, 13 – Zoning Procedures, 14 – Subdivision Regulations, 16 – Standard Notes, 17 – Notice and Notification, and 19 – Definitions

Request and Recommendation

Request – Planning Division Staff proposes to update specific provisions within Chapters 12 – Specific Regulations, 13 – Zoning Procedures, 14 – Subdivision Regulations, 16 – Standard Notes, 17 – Notice and Notification, and 19 – Definitions, for corrections, updates and minor adjustments (parking, lighting, etc.) in regulations of the Land Development Code.

Planning Commission Recommendation – Following a public hearing on December 6, 2016, the Planning Commission recommended that the Board of County Commissioners **approve** Case Number W15-002, based on the findings outlined in this Board Summary Report and with the conditions as noted, with a change to delete a provision allowing additional patio seating for restaurants without a requirement for additional parking. This parking-related amendment to the motion for approval received a vote of 4 in favor and 2 opposed; the amended motion was then unanimously approved. The proposed text provided for the Board's consideration incorporates the Planning Commission's change, as noted.

Additional Approved Land Development Code Amendments to be reflected in Changes – Staff would note that the attached code draft reflects the language of the Land Development Code chapters at the time the draft was prepared for referrals. This language does not reflect subsequent amendments to the Land Development Code approved while W15-002 was in process.

Since W15-002 was initiated by staff, the Board of County Commissioners (BOCC) has approved two additional amendments to the Land Development Code. W16-001 amended the title of Section 12-1900 to Energy Facilities and added provisions for small-scale solar facilities, approved by the BOCC on November 15, 2016. W16-002 amended Chapter 13 Zoning Procedures to update the Planned Unit Development and Amendment processes, approved by the BOCC on December 6, 2016, with an effective date of April 1, 2017.

Approval of W15-002 would include authorization for Staff to incorporate all of the approved changes for W16-001, W16-002 and W15-002, comprehensively, to the extent that these

changes affect each other. This would not result in substantive changes to the amendments under consideration at this time.

Background
Staff monitors and tracks corrections, clarifications and modifications needed to the Land Development Code as we work with the document and encounter difficulties that result in errors in land development applications or noticing, require interpretation by staff and users, or otherwise cause problems with the application and implementation of the Land Development Code.

The amendments proposed with W15-002 were found to be minor in nature and not of significant controversy or public concern and are therefore brought forward collectively as a minor "clean-up" amendment of the Code. Additional changes of greater complexity may be brought forward separately at a future time. At this time, Staff is proposing to revise the Land Development Code to address the following:

- Section 12-500 Temporary Structures
  - Add case types allowing temporary construction yard and/or office

- Section 12-600 Temporary Uses and Temporary Use Permits
  - Removed a duplicate word

- Section 12-1200 Parking Regulations
  - Change reference of "handicapped" to "accessible"
  - Clarify that compact parking standards are for projects approved prior to prohibiting compact parking
  - Update chart to reference Americans with Disabilities Act (ADA)
  - Adding reference to administrative process for 10% reduction in parking, currently addressed only under Administrative Amendments section
  - Add a standard for "Assisted Living Residence" to parking requirement list
  - Rewrite of "Restaurant" parking requirements list

- Section 12-1300 Lighting Regulations
  - Add provision for Planning Manager to waive the line-of-sight illumination requirement if there are no residential uses abutting the subject site and/or the light trespass does not reach property zoned or used for residential purposes at the time the light fixture is installed (eliminates conflicts for internal commercial lot-lines that necessitate waivers)

- Section 12-1400 Landscape Regulations
  - Clarify use of drainage easements and detention ponds as approved landscape area

- Section 12-1900 Oil and Gas Facilities
  - Clarify the requirements for a sign for notification prior to submittal of an application

- Chapter 13 Zoning Procedures
  - Clarify calendar days vs. business days for process timelines
  - Change all references to "chair"
  - Remove references to compact parking, as the code was previously amended to prohibit compact parking

- Replace “handicapped” with “accessible”
- Update hearing room from “Briarwood Ave” to “Lima Street”

- Chapter 14 Subdivision Regulations
  - Clarify calendar days vs. business days for process timelines
  - Clarify “Board” = “Board of County Commissioners”
  - Clarify the Vacation process
  - Clarify title commitment expiration

- Chapter 16 Standard Notes
  - Update numbering and remove acronyms
  - Clarify when notes are applicable
  - Remove address requirement from notary block

- Chapter 17 Notice and Notification
  - Add Oil and Gas and Conventional Zoning to noticing requirements
  - Change posting to “15 calendar days” to reduce legal noticing errors

- Chapter 19 Definitions
  - Add definition of “Accessible”

Copies of the proposed changes to these code sections are attached to this Staff Report. The notice on the web site indicated an additional standard note was being added to address a need for a better process to include fire lanes within the County’s fire lane program. This change has not been included in the proposal due to some additional outreach and coordination needed prior to adoption.

Discussion

Staff reviewed this application for compliance with the Comprehensive Plan and Zoning Regulations and reviewed all background activity and comments from referral agencies. A summary of the analysis is as follows:

1. Comprehensive Plan, Land Development Code, and Align Arapahoe

The Comprehensive Plan, Strategy GM 2.2(a), recognizes the need to amend the County’s Development Regulations to achieve consistency with the Comprehensive Plan, but does not limit changes to this sole purpose. These modifications to amend Chapters 12, 13, 14, 16, 17, and 19 help to provide clarity, up-to-date terminology and standards and would not conflict with the purpose of the Comprehensive Plan. The Land Development Code also establishes provisions to adopt and amend the code to meet the changing needs of the County.

The proposed amendment promotes the “fiscal responsibility” and “quality of life” Align Arapahoe goals by: ensuring a more efficient review process and a decrease in the need for staff and users of the Land Development Code to make interpretations, reducing the likelihood of errors in applications and processes, and addressing gaps or inconsistencies with current needs within the land development regulations.

2. Referrals and Noticing

Staff sent referrals during the month of October to the attached list of agencies; few responses and no objections were received. Staff also posted the referral letter, hearing notice and draft regulations to the Public Works and Development Department’s Public

Notices web site for review. Notification of the public hearing was published in The Villager and I-70 Scout newspapers. The Public Works and Development Public Notices page was updated with the Planning Commission's recommended draft, deleting the provision for additional restaurant patio space without an additional parking requirement.

Findings of the Planning Commission and Staff
Staff has reviewed the proposal and supporting documentation and 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 the referenced Chapters 12, 13, 14, 16, 17 and 19 within the Land Development Code are in general conformance with provisions of 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 Code, including public notification requirements. Notice was provided in both The Villager and the I-70 Scout newspapers.

4. The proposed changes are consistent with the purpose of the Land Development Code to promote the public health, safety, and welfare of the unincorporated county.

The Planning Commission concurred with Staff's findings in recommending the proposed amendments outlined in W15-002 be approved.

Alternatives
Alternatives available to the BOCC include the following:

1. **Approval** of the proposed draft **recommended by the Planning Commission**. *This alternative would be consistent with the recommended action.*
2. **Approval** of the proposed draft **with changes**. *This alternative would be generally consistent with the recommended action.*
3. **Denial** of the proposed draft. *This alternative would not be consistent with the recommended action.*
4. **Continuation** of the hearing or action on the proposed draft until a future date.

Fiscal Impact
The proposed amendments would not result in significant fiscal impacts. Some benefit would result as less staff time may be needed to interpret code provisions and correct errors in land development applications, and less time may be needed for applicants to respond to necessary changes resulting from incorrect use of the code or to request waivers or adjustments to code requirements.

Reviewed by
The proposal and Board Summary Report have been reviewed by the Zoning Administrator, the Current Planning Program Manager, the Planning Division Manager, the Engineering Services Division Manager, Public Works and Development (PWD) Mapping staff, PWD Director, Senior Assistant County Attorney, and the Finance Department.

Attachments

- List of referrals prior to Planning Commission
- Draft Motions (green sheets)
- Draft Resolution – the final text of the code (Exhibit A) incorporated upon approval
- Exhibit A: Text of proposed amendments to chapters of the Land Development Code

Public Works and Development
6924 S. Lima Street Centennial, Colorado 80112 Phone: 720-874-6650; FAX 720-874-6611
www.co.arapahoe.co.us

Planning Division Phase II Outside Referral Routing Form

Subject: **W15-002 LDC Update**
Planner: **Jason Reynolds Current Planning Program Manager, Tammy King, Zoning Administrator**
Date: **11 October 2016**
Date to be Returned: **25 October 2016**

Processed By Planning Staff:

☐	ACCORD WEST	
☐	ACWWA/MERRICK	
X	ADAMS CTY PLANNING	
☐	AIRPORT OR MILITARY BASE	
X	ARAPAHOE CTY ASSESSOR	KAREN HART
X	ARAPAHOE CTY ATTORNEY	TOM MCNISH
X	ARAPAHOE CTY ENGINEERING	
☐	ARAPAHOE CTY MAPPING	PAT HUBERT
☐	ARAPAHOE CTY OIL & GAS	DIANE KOCIS
☐	ARAPAHOE CTY OPEN SPACE	
☐	ARAPAHOE CTY PLANNING	
X	ARAPAHOE CTY SHERIFF	BRIAN MCKNIGHT
☐	ARAPAHOE CTY WEED CTRL	RUSS JOHNSON
X	ARAPAHOE CTY ZONING	TAMMY KING
☐	ARAPAHOE LIBRARY	
X	ARAPAHOE PARK & REC DISTRICT	
☐	AURORA CENTERTECH METRO DIST	
X	AURORA FIRE	
X	AURORA PLANNING	
X	AURORA SCHOOL DIST 28J	
X	BENNETT FIRE PROTECTION	
	BENNETT PLANNING	
☐	BENNETT PO	
X	BENNETT SCHOOL DISTRICT	
☐	BIJOU TELEPHONE CO-OP	
☐	BOARD OF VET MEDICINE- STATE OF COLORADO	
X	BOW MAR PLANNING	
☐	BUCKLEY AIR BASE	
X	BYERS BUS DEV COUNCIL	
X	BYERS FIRE DIST 9	
X	BYERS PARK & REC	
☐	BYERS PO	
X	BYERS SCHOOL DIST 32J	
X	BYERS W&S	
X	CASTLEWOOD W&S	
X	CCBWQA- CHERRY CREEK BASIN WATER	
X	CCVW&S- CHERRY CREEK VALLEY W&S	
☐	CDOT-DEPT OF TRANSPORTATION EAST 1	
☐	CDOT-DEPT OF TRANSPORTATION REG 6	
☐	CENCON PLANS REVIEW	

☐	CENTENNIAL 25 METRO DIST	
☐	CENTENNIAL AIRPORT	
☐	CENTENNIAL AIRPORT CTR OA	
☐	CENTENNIAL DOWNS METRO	
☐	CENTENNIAL E CORP CTR ARC	
X	CENTENNIAL PLANNING	
☐	CENTURYLINK	
☐	CHAPPARAL METRO DIST	
☐	CHERRY CREEK BUS CTR ARC	
X	CHERRY CREEK SCHOOL DIST	
X	CHERRY CREEK STATE PK	
X	CHERRY CREEK VILLAGE W&S	
X	CHERRY CREEK VISTA PARK & REC	
X	CHERRY HILLS VILLAGE PLANNING	
X	COLORADO DIV OF WATER RES- STATE ENG	
X	COLORADO PARKS AND WILDLIFE	
☐	CGS- COLORADO GEOLOGICAL SURVEY	
X	COLUMBINE VALLEY PLANNING	
X	COMANCHE CROSSING METRO DIST	
☐	CONOCO PHILIPS PIPELINE- AMARILLO	
☐	COPPERLEAF METRO DIST 1-9	
☐	COTTONWOOD METRO DIST	
X	CUNNINGHAM FIRE	
☐	DEER TRAIL CONS DIST	
X	DEER TRAIL FIRE	
X	DEER TRAIL PLANNING	
☐	DEER TRAIL PO	
X	DEER TRAIL SCHOOL 26J	
X	DENVER PLANNING CPD	
☐	DENVER P.O. GROWTH COORDINATOR	ERLINDA MARTINEZ
☐	DENVER S. ECONOMIC DEVELOPMENT COUNCIL	
X	DENVER WATER	
X	DEPT OF HEALTH & ENV -STATE OF CO	
☐	DIA	
☐	DIVISION OF OIL & PUBLIC SAFETY	
☐	DIVISON OF REAL ESTATE- CO	
X	DIVISION OF WATER RESOURCES STATE ENGINEER	
☐	DOUGLAS CTY ENGINEERING	
X	DOUGLAS CTY PLANNING	
☐	DOVE VALLEY METRO DIST	
☐	DOVE VALLEY BUS PK ARC	
☐	DRCOG DENVER REGIONAL COUNCIL OF GOVTS	

☐	E-470 PUBLIC HWY AUTH	
X	ECCVW&S-EAST CHERRY CRK VALLEY W&S	
☐	EAST ARAPAHOE METRO DIST	
☐	EASTERN ADAMS CO METRO DIST	
X	EAST END ADVISORY-HOLLINGSWORTH	
X	EAST END ADVISORY-GARIN	
X	EAST END ADVISORY-COOK	
X	EAST END ADVISORY-CRISMON	
X	EAST END ADVISORY-KROH	
☐	EAST SMOKY HILL METRO DIST	
X	ELBERT CTY PLANNING	
X	ENGLEWOOD PLANNING	
☐	ENGLEWOOD PO	
X	ENGLEWOOD SCHOOL DIST	
X	ENGLEWOOD W&S	
☐	ENGLEWOOD CITY UTILITIES	
X	FOUR SQ MILE AREA	
X	FOXFIELD PLANNING	
☐	FRONT RANGE AIRPORT	
X	GLENDALE FIRE PREVENTION	
X	GLENDALE PLANNING	
☐	GOLDSMITH GULCH SANITATION	
☐	GOLDSMITH METRO DIST	
☐	GREENWOOD S METRO DIST	
X	GREENWOOD VILLAGE PLANNING	
X	HAVANA W&S	
☐	HIGHLAND PK METRO	
X	HI-LIN W&S	
☐	HILLS AT CHERRY CRK METRO DIST	
X	HOLLY HILLS W&S	
X	INVERNESS W&S AND METRO DIST	
☐	IREA	
☐	IPACC ARC	
X	JEFFERSON CTY PLANNING	
☐	KINGS POINT METRO DIST	
☐	LANDMARK METRO DIST	
X	LITTLETON FIRE DIST	
X	LITTLETON PLANNING	
☐	LITTLETON PO	
X	LITTLETON SCHOOL DIST 6	
☐	LIVERPOOL METRO DIST	
X	LONE TREE PLANNING	
☐	LOST CRK GROUNDWATER MGMT	
☐	NORTH KIOWA BIJOU GROUNDWATER DIST	
☐	OIL AND PUBLIC SAFETY	
☐	PANORAMA METRO DIST	
☐	PANORAMA PK ARC	
☐	PARKER JORDAN METRO DIST	

X	PARKER PLANNING	
☐	PARKER REC DIST	
☐	PINEY CRK VIL METRO DIST	
☐	RTD	
☐	RANGEVIEW METRO DIST	
X	REAP – I-70 CORRIDOR	JACK KEEVER
X	REAP-	MATT REAY
☐	RACQ-REGIONAL AIR QUALITY COUNCIL	
X	SABLE ALTURA FIRE	
X	SEMSWA	
X	SHERIDAN FIRE	
X	SHERIDAN PLANNING	
X	SHERIDAN SCHOOL	
X	SKYLINE FIRE	
☐	SMOKY HILL METRO DIST	
X	SOUTH ARAPAHOE SANITATION	
X	SOUTH ENGLEWOOD SANITATION	
X	SOUTH METRO DENVER CHAMBER OF COMMERCE	
X	SOUTH METRO FIRE	
X	SOUTH SUBURBAN PARKS & REC	
☐	SOUTHEAST PUBLIC IMPROVEMENT METRO DIST	
☐	SOUTHGATE AT CENTENNIAL METRO	
X	SOUTHGATE W&S	
X	SOUTHWEST METRO W&S	
☐	STATE LAND BOARD	
X	STRASBURG FIRE	
X	STRASBURG SCHOOL 31J	
X	STRASBURG PARKS & REC	
☐	STRASBURG PO	
☐	SUBURBAN METRO DIST	
X	TRI-COUNTY HEALTH	
☐	U.S. ARMY CORPS OF ENGINEERS	
☐	UNION PACIFIC	
X	URBAN DRAINAGE	
☐	VERMILLION CREEK METRO	
☐	WASHINGTON COUNTY PLANNING	
X	WELD COUNTY PLANNING	
☐	WEST ARAPAHOE CONSERVATION DIST	
☐	WILLOW TRACE METRO	
X	WILLOWS WATER DIST	
☐	XCEL ENERGY	

Homeowners Associations

☐	ALTON PARK	
☐	ANTELOPE HILLS	
☐	ARAPAHOE LAKE #01	
☐	BRISTLECONE AT TALLGRASS	
☐	CCNA- CHERRY CREEK NEIGHBORHOODS	
☐	CHERRY CREEK CC MASTER	
☐	CHERRY CREEK FARM	
☐	CHERRY CREEK VISTA I	
☐	CHERRY CREEK VISTA 16	
☐	CHERRY CREEK CONDO	
☐	COLONY @ CHERRY CREEK	
☐	COLUMBINE LAKES TA	
☐	COPPERLEAF HOA	
☐	COPPERSTONE CONDOS	

☐	CREEKVIEW AT RIVER RUN	
☐	DRY CREEK CROSSING	
☐	FARM AT ARAPAHOE CTY	
☐	HIGHLINE GLEN	
☐	HUNTERS RUN	
☐	MESA SUBDIVISION	
☐	ORCHARD GATE	
☐	PARAGON	
☐	RIVER ROCK HOA	
☐	SADDLE ROCK RIDGE	
☐	SAXONY HOA	
☐	TUSCANY SOUTH MA	
☐	VINTAGE EAST	
☐	WIND STREAM CONDO	
☐	WINDSONG CONDO	

The enclosed case has been submitted to the Arapahoe County Planning Office for consideration. Because of the possible effect of the proposed development upon your area, the case is being referred for your comment. Please examine this request and, after review, check the appropriate line and return to the Arapahoe County Planning Office on or before the date indicated above.

(PLEASE CALL IF QUESTIONS 720-874-6650)

	COMMENTS:	SIGNATURE
☐	Have **NO** comments to make on the case as submitted	
☐	Have the following comments to make related to the case:	

W15-002 DRAFT MOTIONS: LAND DEVELOPMENT CODE MINOR AMENDMENTS – MULTIPLE CHAPTERS – JANUARY 3, 2017 BOCC PUBLIC HEARING

The following Draft Motions are provided to assist the BOCC with preparing a motion for action on the proposed Minor Amendments to the Land Development Code.

APPROVAL AS SUBMITTED BY THE PLANNING COMMISSION – *This recommendation would be consistent with the recommendation of the Planning Commission, including one change in parking standards recommended by the Planning Commission following a public hearing.*

In the case of W15-002 Land Development Code Minor Amendments to Chapters 12 – Specific Regulations, 13 – Zoning Procedures, 14 – Subdivision Regulations, 16 – Standard Notes, 17 – Notice and Notification, and 19 – Definitions, the County Commissioners have read the Board Summary Report dated December 13, 2016, and the proposed amendments to the stated chapters of the Land Development Code and considered additional information presented during a public hearing and concur with the recommendations of the Planning Commission and staff. I therefore move to **APPROVE** the proposed amendments **AS RECOMMENDED BY THE PLANNING COMMISSION AND PRESENTED TO THE BOARD** with the following 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 Chapters 12, 13, 14, 16, 17 and 19 of the Land Development Code will be effective and integrated into the existing Code upon approval by the Board of County Commissioners.

3. Staff is authorized to incorporate all of the approved changes for W16-001 (Solar and Energy Facilities), W16-002 (Planned Unit Development processes) and W15-002 (Minor Amendments), comprehensively, to the extent that these changes affect each other. This incorporation will not result in substantive changes to the amendments adopted as part of W15-002.

*The following are **Alternate Motions**.*

APPROVAL WITH CHANGES – *This recommendation may be generally consistent with the recommendations of the Planning Commission and Staff.*

In the case of W15-002 Land Development Code Minor Amendments to Chapters 12 – Specific Regulations, 13 – Zoning Procedures, 14 – Subdivision Regulations, 16 – Standard Notes, 17 – Notice and Notification, and 19 – Definitions, the County Commissioners have read the Board Summary Report dated December 13, 2016, and the proposed amendments to the stated chapters of the Land Development Code and

considered additional information presented during a public hearing and concur with the recommendations of the Planning Commission and staff. I therefore move to **APPROVE** the proposed amendments **WITH THE FOLLOWING CHANGES** and with Conditions of Approval.

Changes will include the following:

1. *Changes in wording may be read into the record, or the Board may state the general nature of the changes and direct staff to work out the wording prior to incorporating the amendments 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 Chapters 12, 13, 14, 16, 17 and 19 of the Land Development Code will be effective and integrated into the existing Code upon approval by the Board of County Commissioners.

3. Staff is authorized to incorporate all of the approved changes for W16-001 (Solar and Energy Facilities), W16-002 (Planned Unit Development processes) and W15-002 (Minor Amendments), comprehensively, to the extent that these changes affect each other. This incorporation will not result in substantive changes to the amendments adopted as part of W15-002.

DENIAL – *This action would not be consistent with the recommendation of the Planning Commission and Staff and would leave the Land Development Code as currently approved.*

In the case of W15-002 Land Development Code Minor Amendments to Chapters 12 – Specific Regulations, 13 – Zoning Procedures, 14 – Subdivision Regulations, 16 – Standard Notes, 17 – Notice and Notification, and 19 – Definitions, the County Commissioners have read the Board Summary Report dated December 13, 2016, and the proposed amendments to the stated chapters of the Land Development Code and considered additional information presented during a public hearing. The Board does not concur with the recommendations of the Planning Commission and staff. I therefore move to **DENY** the proposed amendments to the Land Development Code.

CONTINUE

I move to **CONTINUE** action on the amendments to the Land Development Code proposed with W15-002 to [DATE, 2017], date certain, in order to [receive additional information as directed to Staff] [further consider information presented during the public hearing].

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

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

WHEREAS, staff recommendations for an amendment to the Arapahoe County Land Development Code were forwarded to the County Planning Commission for review and comment; and

WHEREAS, the Planning Commission held a public meeting on December 6, 2016, continued from November 15, 2016, and reviewed the recommended changes to the Land Development Code Chapters 12 – Specific Regulations, 13 – Zoning Procedures, 14 – Subdivision Regulations, 16 – Standard Notes, 17 – Notice and Notification, and 19 – Definitions,
to recommend that these changes be made to the Land Development Code; and

WHEREAS, a Notice of Public Hearing was published on December 15, 2016, in The Villager, a newspaper of general circulation in the County, and published on December 20, 2016, in the I-70 Scout, a newspaper of general circulation in the eastern part of Arapahoe County, to provide notice of the public hearing to be held on January 3, 2017, on the proposed amendments to the Land Development Code; and

WHEREAS, on January 3, 2017, at 9:30 a.m., the Board of County Commissioners held a Public Hearing concerning the proposed amendments to the aforementioned Chapters of the Land Development Code; and

WHEREAS, the notice, publication, and referral procedures required by law for amending the Land Development Code were followed; and

WHEREAS, there was no objection raised 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 responded to questions about the proposed amendments; and

WHEREAS, following the summary presentation by County staff, the public hearing was opened by the Chair for public comment about the proposed changes and the Board took testimony from interested members of the public on the proposed amendment; and

WHEREAS, the Board hereby makes the following findings:

A. That the statutory jurisdictional requirements have been met and that the Board has jurisdiction to consider and act upon the proposed amendment to the Land Development Code, and further finds:

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

    2. That the public hearing on and the proposed amendment was properly noticed as required by State law and the applicable provisions of the Arapahoe County Land Development Code ("the Code") and that Board has jurisdiction to hear, consider and act upon the proposed changes to the Land Development Code.

3. That the Arapahoe County Board of County Commissioners has the authority under Titles 29 and 30 of the Colorado Revised Statutes to adopt and amend the Code and has complied with the requirements of the applicable provisions of such statutes for amending the Code.

4. That the Arapahoe County Comprehensive Plan sets out policies and strategies to provide for healthy communities and for well-maintained and financially secure land use and development within unincorporated Arapahoe County.

5. That the proposed text amendment to modify Chapters 12 – Specific Regulations, 13 – Zoning Procedures, 14 – Subdivision Regulations, 16 – Standard Notes, 17 – Notice and Notification, and 19 – Definitions, of the Land Development Code, is consistent with the purpose and intent of the Arapahoe County Comprehensive Plan to provide for regulations that support and implement the Comprehensive Plan.

6. That the amendments to the aforementioned Chapters provide an appropriate method to address public health, safety and welfare issues of the unincorporated county.

7. That Arapahoe County has provided opportunity for comment by referral and the noticed public hearing process and has considered comments provided.

8. That the County-initiated application for amending the Code is consistent with processes and public hearing notification requirements for amending the Code as are required by law.

B. The Board of County Commissioners hereby concludes that the amendment of the Land Development Code to provide for Minor Amendments to Chapters 12 – Specific Regulations, 13 – Zoning Procedures, 14 – Subdivision Regulations, 16 – Standard Notes, 17 – Notice and Notification, and 19 – Definitions will not adversely affect the community's interest in reasonable stability in the zoning regulations, and that the changes support the public health, safety, and welfare and 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 following revisions to the Land Development Code, to amend Chapters 12 – Specific Regulations, 13 – Zoning Procedures, 14 – Subdivision Regulations, 16 – Standard Notes, 17 – Notice and Notification, and 19 – Definitions, as presented in the staff report:

APPENDIX A: **ARAPAHOE COUNTY LAND DEVELOPMENT CODE AMENDMENTS TO**
Chapters 12 – Specific Regulations, 13 – Zoning Procedures, 14 – Subdivision Regulations, 16 – Standard Notes, 17 – Notice and Notification, and 19 – Definitions
APPROVED JANUARY 3, 2017

BE IT FURTHER RESOLVED that in adopting the foregoing amendments, that:

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 Chapters 12, 13, 14, 16, 17 and 19 of the Land Development Code will be effective and integrated into the existing Code upon approval by the Board of County Commissioners.

3. Staff is authorized to incorporate all of the approved changes for W16-001 (Solar and Energy Facilities), W16-002 (Planned Unit Development processes) and W15-002 (Minor Amendments), comprehensively, to the extent that these changes affect each other. This incorporation will not result in substantive changes to the amendments adopted as part of W15-002.

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, [ ]; Commissioner Jackson, [ ]; Commissioner Sharpe, [ ]; Commissioner Holen, [ ]; Commissioner Doty, [ ].

The Chair declared the motion carried and so ordered.

SECTION 12-500 TEMPORARY STRUCTURES

12-501 INTENT

The intent of this section is to provide for the regulation of temporary structures. For the purposes of these Regulations the term "temporary" shall mean a period of up to one year, unless otherwise permitted.

12-502 GENERAL REQUIREMENTS AND PROCEDURES

Prior to the erection and use of a temporary structure, the applicant shall be required comply with the following:

A. A site plan showing the location of structures, setbacks and any other pertinent information shall be submitted to the PWD Building Division for review and conformance with all applicable zoning district requirements in which the structure is to be located.

B. The temporary building permit granted by the PWD Building Division shall expire one (1) year from the date of issuance, unless otherwise provided herein. The applicant may reapply before the expiration of the original temporary building permit for a continuation of the permit. Upon a showing of hardship and/or evidence that a permanent structure is being constructed upon the property, the PWD Building Division may issue additional temporary permits. However, in no event shall a maximum of more than two (2) permits be granted per structure. All temporary structures shall be in violation of these Regulations at the expiration of the second permit, and shall be removed.

C. All written requests for renewal of a temporary permit shall be submitted to the PWD Building Division a minimum of ten (10) working days prior to the expiration date.

D. Prior to the issuance of the permit by the PWD Building Division, the applicant shall post an appropriate bond with the County, as required.

E. The applicant shall meet any additional requirements necessary for the health, safety and welfare of the residents of the surrounding area as may be required by Arapahoe County.

12-503 PERMITTED TEMPORARY STRUCTURES

12-503.01 Temporary Residence

A temporary residence shall be permitted only in the A-E, A-1 and A-2 zoning districts upon obtaining required building permits.

12-503.02 Temporary Construction Yard and/or Office.

1. A parcel used for the storage of construction materials and/or a temporary structure for a construction office to be used for managing a construction job may be permitted in all districts with the following restrictions:
2. The structure and/or parcel are/is to be used only during normal construction hours by the construction superintendent, construction workers, contractors, etc.
3. While construction is occurring, a temporary construction office and/or construction yard may be permitted provided that it is located within the area of a recorded Final Plat, an approved Final or Master Development Plan, Administrative Site Plan, Subdivision Development Plan, Location & Extent or Use by Special Review.
4. The temporary construction office may be used as a security office but shall not be used as living quarters.

12-503.03 TEMPORARY RESIDENTIAL SALES OFFICES (MODEL HOMES)

Temporary residential sales offices for the sale of units in an area shall be permitted with the following restrictions:

1. Sales shall be limited only to those units within the platted subdivision in which the office is located.
2. The temporary structure shall be located within the area of a recorded Final Plat.
3. The use of a temporary residential sales office may require the posting of a bond with the PWD Building Division.
4. Sales offices within model homes shall meet criteria as may be established by PWD Building Division regulations, as set forth within the County Building Code, etc.

12-503.04 FIREWORKS STANDS

Fireworks stands shall be permitted upon compliance with the following provisions:

1. Fireworks stands shall not be permitted in residential zoning districts.
2. Fireworks stands shall not be permitted within 75' of residential structures.
3. Fireworks stands shall be located no closer than fifty feet (50') from all property lines.
4. Proof of compliance with Arapahoe County Ordinance No. 86-1 shall be submitted with an application for a fireworks stand permit, including proof of insurance.
5. A minimum of 15 parking spaces are to be provided for customers.
6. The PWD Engineering Services Division has granted access approval.
7. Fireworks stands must be located within the boundaries of a fire protection district, and comply with all applicable district requirements.
8. No stand shall be permitted to operate prior to June 15th or after July 7th.
9. Fireworks stands must comply with the provisions of the Arapahoe County Building Code, and meet the minimum requirements of the 2006 International Fire Code applicable to temporary structures.
10. The net weight of the pyrotechnic composition of fireworks stored at the site shall be limited to 125 pounds (where the net weight if the pyrotechnic composition is not known, it shall be presumed that 25 percent of the gross weight of the fireworks, including packaging, equals the net weight of the pyrotechnic composition of the fireworks) : except that storage in excess of 125 pounds is permitted at the site if stored in a approved magazine that is located outside of the sales area and a minimum of 100 feet from inhabited buildings, 20 feet from all property lines, 30 feet from automobile parking and 50 feet from flammable liquids or fuels.
11. Proof of permission to occupy the site (for example, a lease or rental agreement) must be provided.
12. Permit fees shall be $500.00 plus a $250.00 deposit which is refundable if the permitee completely cleans up the site and calls for a clean-up inspection prior to July 13.

12-503.05 CHRISTMAS TREE LOTS

Christmas tree lots shall be permitted upon compliance with the following provisions:

1. Christmas tree lots shall not be permitted in residential zoning districts.
2. Any structure(s) associated with the operation of a Christmas tree lot shall be erected no closer than fifty feet (50') from all property lines, and shall be anchored in such a manner as to withstand normal wind pressure, be safe from collapse, and be constructed in such a manner so as not to create a health, safety and/or welfare violation(s).
3. Christmas tree lots shall not be erected prior to the weekend after Thanksgiving, nor remain after January 1.
4. Proof of compliance with Arapahoe County Ordinance No. 85-1 shall be submitted with an application for a Christmas tree lot permit.

5. That a minimum of 15 parking spaces are to be provided for customers.
6. That the PWD Engineering Services Division has granted access approval.

12-503.06 STORAGE CONTAINERS/PODS.

Allowed providing the following:

1. Shall not be located in the public right of way
2. Shall not be closer that 5' from a side or rear property line
3. Shall not block access
4. Shall not exceed the height of an allowed accessory structure
5. Shall be located in areas of least visibility
6. Must be removed from the site no later than 10 days after construction activity has ceased or for no more than seven (7) consecutive days for the purpose of moving or estate sale.

SECTION 12-600 TEMPORARY USES AND TEMPORARY USE PERMITS (Rev. April 21, 2015)

12-601 PURPOSE

The following regulations are provided to accommodate certain uses of land or buildings that are short term and temporary in nature and are not listed as allowed or permitted uses under a current zoning approval for the property. These temporary uses shall be regulated so as to avoid incompatibility between such uses and surrounding areas. This section is not intended to apply to those temporary structures that are regulated in section 12-500 of this Code.

12-602 TEMPORARY USES ALLOWED

A Temporary Use Permit may be issued by the Zoning Administrator for the following uses:

A. Seasonal sales or events including, but not limited to pumpkin sales lots, fruit and vegetable stands, corn mazes, hayrides, haunted houses ~~and~~, and other similar temporary uses not subject to the Temporary Structure regulations in section 12-500.

B. Circuses and carnivals.

C. Outdoor entertainment and outdoor assembly events including but not limited to fairs, festivals and concerts.

1. Each property shall be limited to no more than four (4) such events per calendar year, which shall not be held on consecutive weekends, and which shall have a collective duration (duration refers to actual event time exclusive of setup and breakdown) of no more than ten (10) days per calendar year unless otherwise provided in conjunction with an approved Planned Unit Development), Use by Special Review or other development approval, and except as otherwise provided in this Section.

2. The Zoning Administrator may approve additional events and/or additional days for such events within a calendar year if the property for which the Temporary Use Permit is requested has a pending and complete application for a Preliminary Development Plan, Final Development Plan or other applicable land use approval to establish the use approved through the Temporary Use Permit as a permanent use on the property. Additional events and/or days may be approved only during the time frame that the application is pending; however, in no event shall additional events or days be approved for a timeframe that is more than three years after the application was first submitted.

D. Art, cultural, educational, or other similar exhibits and displays.

E. Swap meets/flea markets for no more than three (3) consecutive days.

F. Farmers markets, subject to the requirements of Section 12-2300.

G. Outdoor sporting or athletic events.

H. Temporary parking.

I. Temporary construction staging areas.

J. Similar temporary uses which, in the opinion of the Zoning Administrator, are compatible with the zone district and surrounding land uses.

12-603 REQUIRED PERMIT

A. A Temporary Use Permit approved by the Zoning Administrator or the Board of County Commissioners shall be required for all uses listed in this Section and shall be issued prior to the commencement of the use.

B. The issuance of a Temporary Use Permit shall not relieve the applicant of any other license or other regulatory requirement of the County or any other public agency.

C. In lieu of the Zoning Administrator making a decision on the Temporary Use Permit application, the Zoning Administrator has the discretion to refer any application to the Board of County Commissioners ("Board") for its consideration and final decision at a public hearing. In such event, the Board shall make its decision based on the requirements of this Section. Compliance with the notice requirements in section 12-607 is required prior to the Board's public hearing. At such public hearing, the Board may approve, approve with conditions, modify, or deny the application.

12-604 SPECIFIC REQUIREMENTS

A. A Temporary Use Permit shall be valid for a period of time requested and approved in the application but no longer than one year from the date of approval, unless the Zoning Administrator specifies a shorter period of time.

B. The applicant may apply before the expiration of the original Temporary Use Permit for an extension of such permit. The Zoning Administrator may approve an extension to the original time period granted with the permit as long as the extension does not exceed the time limits stated above. All requests to extend a Temporary Use Permit shall be submitted to the Zoning Administrator a minimum of ten working days prior to the expiration date.

C. No more than two separate Temporary Use Permits may be approved to operate at the same time for the same property.

D. Hours of operation shall be limited to daylight hours unless otherwise approved.

E. Temporary Use Permits may only be approved for properties in the A-1, A-E, A-2, B-1, B-3, B-4, and B-5 Zone Districts, as well as in non-residential areas of a PUD.

12-605 APPLICATION REQUIREMENTS

An application for a Temporary Use Permit shall be submitted to the Zoning Administrator at least sixty (60) days prior to the date of the requested use, unless such time period has been waived by the Zoning Administrator. If the size and scale of a proposed temporary use is such that it would reasonably be anticipated that a review and decision could take longer than sixty (60) days, then it is strongly recommended that the application be submitted at least ninety (90) days prior to the date of the requested use in order to ensure adequate time for review and decision (please consult with the Zoning Administrator if there are any questions as to the appropriate submittal timeframe). An application for a Temporary Use Permit shall be accompanied by a filing fee in an amount established by separate resolution of the Board of County Commissioners and shall include the following information, unless waived by the Zoning Administrator:

A. A site plan showing the location of the proposed use, structures, setbacks, parking, and other pertinent information in conformance with all applicable zoning requirements.

B. A written description of the proposed use, including the requested length of permit and hours of operation, the estimated attendance, and the estimated number of employees, vendors, or staff.

C. A legal description of the lot or property on which the requested use is to be conducted. If the applicant is not the owner of the property, the ownership shall be identified along with evidence of permission of the owner for such temporary use to take place.

D. A signage plan for the proposed use.

E. Anticipated noise levels.

F. Lighting plan.

G. Traffic control plan and traffic study.

H. Dust control measures.

I. Provision of water and sanitation.

J. Emergency response plan and evacuation plan.

K. A narrative addressing the approval criteria in Section 12-609.

L. Such other information as deemed necessary by the Zoning Administrator.

12-606 REVIEW PROCESS

The submittal shall be reviewed for completeness and the applicant notified of any inadequacies. The applicant shall be required to address any issues or deficiencies in connection with application submittal. 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 materials, as appropriate, to the County. Once the submittal is determined to be complete, the referral process may begin.

The entire application shall be referred for review to the following:

A. All adjacent property owners unless the Zoning Administrator has expanded the notification boundary as appropriate to ensure adequate notice;

B. Arapahoe County Public Works and Development;

C. Arapahoe County Sheriff's Department;

D. Tri- County Health Department;

E. The applicable fire protection district; and

F. Any other person or entity designated by the Zoning Administrator.

All referral comments shall be sent to the Zoning Administrator within fourteen (14) calendar days of receipt of the referral materials, unless a longer period of time has been specified by the Zoning Administrator.

12-607 PUBLIC NOTICE REQUIREMENTS

If a Temporary Use Permit application has been referred to the Board of County Commissioners for a final decision, the property shall be posted with a sign at least ten (10) calendar days prior to the scheduled hearing and shall otherwise comply with the posting requirements in Chapter 17 of the Land Development Code. The applicant shall also mail a notice of public hearing to all adjacent property owners no later than ten (10) calendar days prior to the public hearing date. The form of such notice shall otherwise comply with the mail notification requirements of Chapter 17 of the Land Development Code. The Zoning Administrator may expand the notification boundary as appropriate to ensure adequate notice.

12-608 DECISION ON APPLICATION

A Temporary Use Permit may be approved, modified, conditioned or denied by the Zoning Administrator, or by the Board of County Commissioners (when referred to it by the Zoning Administrator for its final decision).

12-609 APPROVAL CRITERIA

The Zoning Administrator or Board of County Commissioners may approve a Temporary Use Permit application provided that all of the following criteria, unless deemed inapplicable, have been met:

A. That the operation of the requested use at the location proposed and within the time period specified will not jeopardize, endanger or otherwise constitute a menace to the public health, safety or general welfare.

B. That the proposed site is adequate in size and shape to accommodate the temporary use.

C. The site is suitable for the proposed use, considering any hazards, drainage, environmental constraints and topography.

D. That the proposed site is adequately served by streets or highways having sufficient width and improvements to accommodate the kind and quantity of traffic that such temporary use will or could reasonably generate or otherwise mitigated by a traffic control plan, and that adequate provisions for pedestrian safety have been made.

E. That adequate temporary parking to accommodate vehicular traffic to be generated by such use will be available either on-site or at acceptable alternate locations.

F. That the proposed use will not jeopardize the public peace, safety or general welfare, or be injurious or detrimental to properties adjacent to, or in the vicinity of the proposed location of the activity.

G. The proposed use will not have an adverse impact on roads, public services or facilities, unless otherwise mitigated to standards approved by the County.

H. The proposed use is compatible with the zone district in which the use is proposed.

I. The proposed temporary use is not of such a nature, duration, size, or scale that it would be better accomplished through a rezoning of the subject property.

12-610 CONDITIONS OF APPROVAL

In approving an application for a temporary use permit, the Zoning Administrator or Board of County Commissioners may impose such conditions as are deemed necessary to ensure that the activity will not be detrimental to the general health, safety and welfare, or the existing amenities and quality of the surrounding area. These conditions may involve any pertinent factors affecting the operation of the temporary use, and may include, but are not limited to the following:

A. Provision of temporary parking facilities and safe and convenient vehicular access.

B. Regulation of nuisance factors such as but not limited to, the prevention of glare or direct illumination of adjacent properties, noise, vibrations, smoke, dust, dirt, odors, gasses and heat.

C. Regulation of temporary buildings, structures and facilities, including placement, height and size, location of equipment and open spaces, including buffer areas and other yards.

D. Provision of sanitary and medical facilities.

E. Provision of solid waste collection and disposal.

F. Provision of a potable water supply.

G. Provision of security and safety measures.

H. Regulation of signs.

I. Regulation of operating hours and days, including limitation of the duration of the temporary use to a shorter time period than that requested.

J. Submission of a bond or other form of security to ensure that any temporary facilities or structures used for such proposed temporary use will be removed from the site within a reasonable time following the event, that the property will be restored to its former condition, and that the estimated cost of services provided by County or other governmental entity necessary for a Temporary Use are covered.

K. Submission of a site plan indicating and detailing all information requested.

L. Requirement that the approval of the Temporary Use Permit is contingent upon compliance with applicable provisions of any other regulations.

M. Such other conditions which will ensure the operation of the proposed temporary use in an orderly and efficient manner and in accord with the intent and purpose of this Section.

12-611 REVOCATION.

Upon ten days' prior written notice to a permittee of the County's intention to revoke a Temporary Use Permit and after a hearing, such permit may be revoked by the Zoning Administrator or the Board of County Commissioners if one or more of the following conditions exist:

A. Circumstances have been changed by the applicant to such a degree that one or more of the findings of fact contained in the approval can no longer be made in a positive manner.

B. The Temporary Use Permit was obtained by misrepresentation or fraud.

C. One or more conditions of the temporary use permit has not been fulfilled or complied with.

D. That the use is in violation of any statute, ordinance, law, or regulation.

In addition to the above, the Zoning Administrator may revoke a Temporary Use Permit without prior notice and a hearing if a temporary use is conducted in such a manner as to pose an immediate danger to the health, safety, and welfare of the public.

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SECTION 12-1200 PARKING REGULATIONS

12-1201 INTENT

All development proposals within unincorporated Arapahoe County shall make provisions for adequate off-street parking as an accessory use. Off-street parking areas shall provide adequate space for access, parking, vehicle and pedestrian circulation, and loading and unloading. They shall be safe, efficient, and attractive, and be designed in accordance with the following guidelines.

12-1202 LOCATION OF PARKING AREAS

12-1202.01 GENERAL LOCATION

All private parking areas created for the use of a building or use shall be placed on the same lot and within the same zone district as the building or use. All public parking facilities can function and be located independent of an associated use.

12-1202.02 MULTI-FAMILY

Unless specifically allowed, parking areas for multi-family housing should not be placed in the front setback. In those instances where parking is allowed in the front setback, landscaping, berming, or other forms of buffering and screening are required.

12-1202.03 TANDEM PARKING IN MULTI-FAMILY

Tandem parking spaces in multi-family shall not be counted towards the minimum required on-site parking spaces.

12-1202.04 ~~HANDICAP~~ ACCESSIBLE PARKING

All parking areas are required to provide ~~handicap~~ accessible spaces in accordance with the American's with Disabilities Act (ADA).

12-1202.05 USE OF PARKING FACILITIES

A. No designated off-street parking facilities shall be used for the repair, display, service, or sales of any good or service unless expressly and specifically approved by the County.
B. No area required by the County for the use of private off-street parking shall be used by any party as a commercial parking lot.
C. Any parking spaces designated for guest only shall be signed and enforced by the HOA.

12-1202.06 COMPACT CAR PARKING

~~The use of compact parking is prohibited.~~ Unless previously authorized on an approved site plan such as a Final Development Plan (FDP) or other Site Plan approved under prior versions of the Land Development Code, compact parking spaces are prohibited. Code sections related to compact parking spaces are included to help administer existing, grandfathered compact parking spaces. For such previously approved parking areas of 20 spaces or more, a maximum of 20 percent of the required parking spaces may be designated as compact.

12-1203 MARKING STANDARDS FOR PARKING SPACES

~~12-1203.01 GENERAL~~

All parking spaces shall be marked and maintained on the pavement and any directional markings/signs shall be installed and maintained as required by the approved parking plan. Accessible parking shall comply with markings and signage requirements required under the American With Disabilities Act (ADA), 42 U.S.C. 12101 *et. seg.*, as amended, and regulations

promulgated under the ADA, as amended. Signs shall conform to the Manual on Uniform Traffic Control Devices (MUTCD)

~~**12-1203.02 HANDICAP PARKING**~~

~~Each handicap parking space shall be marked with a free standing or wall mounted sign using the standard uniform words and/or symbols that signify the space as parking for the handicap only. In addition, the handicapped symbol shall be painted on the pavement.~~

12-1204 DESIGN STANDARDS FOR PARKING AREAS

12-1204.01 ACCESS

Each required off-street parking area shall have adequate access to a public street or other thoroughfare. Alleys, where they are utilized, shall only be used as a secondary means of access to a lot or parcel.

12-1204.02 OFF-STREET LOADING AREAS

All off-street loading areas that face a public right-of-way shall be appropriately screened from view using a masonry wall, dense vegetated landscape, landscaped berm or other method as approved by Planning staff.

12-1204.03 LANDSCAPING

These landscape requirements apply to all parking lots, in accordance with the standards described herein.

A. Interior landscaped parking islands shall not satisfy any of the minimum requirements for landscaping or open space. If the number or size of the parking islands exceeds County minimum requirements, the excess shall be credited towards the required landscaping or open space. The required interior landscaped area (planted islands) shall not be transferred to the parking lot perimeter. Distribution of required interior island plantings within the parking lot shall be approved based upon the specific design.

B. Landscaping may not be required for a service parking lot that is typically screened from public view by fences, walls and/or buildings.

C. Landscaped islands within parking lots shall meet the following requirements:
   1. All parking areas in excess of forty (40) spaces shall have at least one (1) interior landscaped island (minimum of 6 feet in width) per 40 spaces. Arapahoe County will require 10 square feet of landscaping per required parking stall, contained in an island with or without curbing.
   2. Any landscape island that is 6 ft. x 36 ft. or greater shall include a minimum of two (2) deciduous or coniferous trees, six (6) shrubs and/or acceptable groundcover. Any landscape island less than 6 ft. x 36 ft. shall include a minimum of one (1) deciduous or coniferous tree and three (3) shrubs and/or acceptable groundcover.
   3. Landscaped parking lot islands greater than 100 square feet in area shall have one additional shrub for each additional 15 square feet or fraction thereof, in area.
   4. When landscaped islands exceed 2000 square feet, plant materials quantities may be calculated at a rate of two (2) trees or five (5) shrubs, or an acceptable combination of trees and shrubs, for every 600 square feet of area in the island.
   5. Landscaped parking lot islands shall be located in such a manner as to divide and break up the expanses of paving.
   6. No landscaping within landscaped islands shall obstruct visibility of vehicles entering, maneuvering in, or exiting the parking lot.

7. Plantings or other landscape elements in the sight distance triangle shall comply with the Arapahoe County Streetscape Guidelines in Section 18-100 herein.

12-1204.04 BUFFERING

A. When a parking lot is placed between the public right-of-way and any structure, a berm or other approved visual screen (see Section 12-1204.04.02) shall be required between the right-of-way and the parking lot.

B. Where a parking lot boundary adjoins a property zoned for any residential use, a minimum landscape buffer of 20 feet from such lot boundary shall be required. Grasses or other acceptable groundcovers, trees and shrubs shall be planted within the landscaped buffer area. In addition, one or more of the following may be required:
   1. An earthen berm with average side slopes no greater than 3:1
   2. A view-obscuring fence
   3. A decorative wall a minimum of three (3) feet in height
   4. A three (3') foot hedge

C. Where planting is prohibited by the existence of an easement, additional setbacks for the parking lot will be required to provide for the landscaped buffer.

12-1204.05 LIGHTING

All lighting used to illuminate off-street parking areas shall be arranged as to reflect light glare away from abutting properties and abutting streets.

12-1204.06 USABLE PARKING SPACES

Any parking space which, in the judgment of the Planning Division or Engineering Services Division, is unusable due to maneuverability difficulties or which does not have clear access shall not be approved by Arapahoe County.

12-1205 PARKING PLAN REQUIREMENTS

All final development, subdivision development or administrative site plans must contain the following parking information as a minimum:

1. Number, location and dimension of parking stalls
2. Widths of drive aisle
3. Landscaping - type, location, and method of irrigation
4. Surface treatment for parking areas and sidewalks
5. Scale and north arrow
6. Location of adjacent public/private streets, points of access and property boundaries
7. Location of traffic directional arrows, signage and markings
8. Location of loading areas, ~~handicap~~ accessible spaces, and other special features
9. Location of detention areas for drainage
10. Location, height and type of proposed lighting
11. Sight Distance Triangles at intersections

12-1206 DESIGN STANDARDS FOR PARKING SPACES

The following tables establish the minimum parking stall space and aisle dimensions for full size automobile spaces. As a general policy, off-street parking spaces situated at less than a 45-degree angle will not be permitted unless designated as parallel parking spaces. ~~Within parking areas of 20 spaces or more, a maximum of 20 percent of the required parking spaces may be designated as compact. The ratio of full to compact size parking stalls shall be no less than 80:20.~~

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[see Parking Stall Dimension Table]

PARKING STALL DIMENSION TABLE

FULL –SIZE AUTOMOBILE				
	Angle in Degrees 0/Parallel Parking	**Angle in Degrees** 45	**Angle in Degrees** 60	**Angle in Degrees** 90
Width	8'	8.5'	8.5'	9'
Length	20'	19'	19'	~~17'~~ 18'
Aisle Width 2-Way	20'	24'	24'	24'
Aisle Width 1-Way	18'	18'	18'	24'

~~HANDICAP~~ AMERICANS WITH DISABILITIES ACT PARKING	
Number of Stalls	~~The American's with Disabilities Act requirements must be met with respect to the number of stalls.~~ Parking areas shall provide the number of vehicle and van-accessible spaces required by the ADA, Currently, one van-accessible space is required for every six or fraction of six required ADA spaces.
Access Aisle ~~/ Paired Stalls~~	Paired handicap parking stalls will require a 5' common access aisle. ADA parking stalls shall provide an access aisle meeting ADA standards. Currently, the required aisle width is five feet (5') and two (2) ADA spaces may share an aisle.
Width of Stall	~~12'~~ Stall width shall meet current ADA standards. Standard ADA spaces shall be eight feet (8') in width and van-accessible spaces shall be eleven feet (11') in width.
Height/Length of Stall	18'
Note: ADA regualtions may supersede the dimensional standards shown in this table. At the time of the adoption, these standards mee the ADA requirments	

12-1207 GENERAL PROVISIONS

A. USE NOT SPECIFIED

In the case of a use not specifically mentioned, the requirements for off-street parking facilities for a similar use shall apply. In the case of any discrepancies, the decision of the Planning Division Manager shall apply.

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B. PARKING SPACE CALCULATION

In calculating the required number of parking spaces, any fraction of a space shall equal one space.

C. PARKING REDUCTION REQUEST

~~In the case where an applicant believes the required parking amounts are excessive, as they pertain to the proposed use,~~ As part of a land use application, the applicant may submit a request with justification ~~to the Planning Division Manager for a reduction of parking requirements~~ request for a reduction of parking requirements to the Planning Manager. ~~The Planning Division Manager will notify the applicant of his/her decision within one week of application submittal.~~ The Planning Manager may allow reductions up to 10% of total required parking through an administrative land use process.

D. PRIVATE STREETS

Private Roadways with parking restrictions also follow Section 12-1208.01 for additional parking requirements.

12-1208 OFF-STREET PARKING BY LAND USE AND EQUIVALENCY UNIT

AUDITORIUM OR SIMILAR PLACE OF PUBLIC ASSEMBLY -THE GREATER OF:
1 space per three fixed seats, or
1 space per 100 square feet of floor area

BANK/CREDIT UNION/SAVINGS & LOAN
4 spaces per 1000 square feet of floor area, plus
6 stacking spaces per drive-up window

BAR/LOUNGE/NIGHT CLUB, OR SIMILAR PLACE OF ASSEMBLY
1 space per three seats, plus
1 space per employee on maximum shift

BEAUTY PARLOR/BARBER SHOP
3 spaces per operator, plus
1 space per employee on maximum shift

BOARDING HOUSE
1 Space per bedroom, plus
1 space per employee on maximum shift

BOWLING ALLEY
3 spaces per lane, plus
1 space per employee

CAR DEALERSHIP/RECREATIONAL VEHICLES OR BOATS SALES
1 space per 1,000 square feet of auto display area, plus
1 space per employee on maximum shift

CAR WASH/DETAIL SHOP
1 space per employee on maximum shift, plus
2 spaces per bay or stall

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CHURCH (PLACES OF WORSHIP) - THE GREATER OF:
1 space per three fixed seats, or
1 space per 100 square feet of floor area

DAY CARE/NURSERY
1 space per 250 square feet, gross floor area

FIRING RANGE (ARCHERY/SKEET/RIFLE OR GUN)
1 space per platform, plus
1 space per employee on maximum shift

FRATERNITY/SORORITY HOUSE
3 spaces per bedroom, plus
1 space per employee on maximum shift

FUNERAL HOME/MORTUARY
1 space per 100 square feet of floor area open for public use
1 space per 333 square feet of office area

GROUP HOME
Youth: (18 years and younger)
2 spaces per home, plus
1 space per eight beds

Adult:
1 space per bedroom, plus
1 space per caregiver/employee

Elderly: (exclusive for persons 60 years or older)
.33 space per bedroom, plus
1 space per caregiver/employee

GAS STATION/REPAIR GARAGE
1 space per employee on maximum shift, plus
3 spaces per bay or stall

GOLF COURSE
2 spaces per hole, plus
1 space per employee on maximum shift

MINIATURE GOLF/DRIVING RANGE
3 space per hole or platform, plus
1 space per employee on maximum shift

HOSPITAL OR SIMILAR HEALTH FACILITY
1 space per two employees, plus
2 spaces for each bed, plus
5 spaces for loading and unloading

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HOTEL/MOTEL
1 space per guest room, plus
1 space per employee on maximum shift, plus parking spaces as required for associated uses such as restaurant, lounge, or conference rooms

INDUSTRIAL USE: MANUFACTURING/PROCESSING/ASSEMBLY
1 space per 333 square feet of floor area, or
1 space per employee on maximum shift

INDUSTRIAL USE: LABORATORY- THE GREATER OF
1 space per 300 square feet of floor area, or
1 space per employee on maximum shift

LIBRARY/MUSEUM/GALLERY
1 space per 300 square feet of floor area

LUMBER YARD
1 space per 250 square feet of floor area in main sales building

MINI-STORAGE UNITS
1 space per 100 units, plus
1 space per employee, plus

MOBILE HOME PARK
2 spaces per mobile home, plus
1 guest parking space per four mobile home spaces

MOBILE HOME SALES
1 space per 1000 square feet of display area, plus
1 space per employee on maximum shift

MOTOR VEHICLE REPAIR/TIRE STORE
1 space per employee on maximum shift, plus
3 spaces per bay or stall

NURSING HOME, ASSISTED LIVING RESIDENCE OR SIMILAR EXTENDED-CARE FACILITY
1 space per two employees, plus
1 space per two beds

OFFICE USES
4 spaces per 1000 square feet of floor area, plus
1 space for each company-related vehicle in addition to employee and customer parking

POST OFFICE OR SIMILAR PUBLIC BUILDINGS
1 space per 300 square feet of floor area, plus
1 space for each agency-owned vehicle

RECREATIONAL USES (I.E., SWIMMING POOLS, SKATING RINKS, HEALTH CLUBS, SPAS)

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1/2 space per person based on UBC occupancy, plus
1 space per spectator seat

TENNIS/RACQUETBALL OR OTHER COURT GAMES
2 spaces per court, plus
1 space per employee on maximum shift

RESIDENCE
All residential development on private roads shall follow Section 12-1208.01 for additional parking requirements.

Single Family:
2 spaces per dwelling unit

Single Family Attached:
2 spaces per dwelling unit
0.25 guest space per unit

Multi Family Dwelling:
1.5 spaces per one bedroom unit,
2 spaces for two and three bedroom units.
2.5 spaces for four bedroom units, plus
0.25 guest space per unit

RESTAURANT
The greater of 1 space per three seats or ~~1 space per 50~~ 12 spaces per 1,000 square feet of G.F.A., plus
~~1 space per employee on maximum shift, plus~~
~~2~~ 1 space~~s~~ for loading

Drive-in Restaurant
The greater of 1 space per 3 seats or 1 space per 100 square feet of floor area, plus
10 stacking spaces per drive-up window, plus
1 ~~spaces per employee on maximum shift~~ space for loading

~~Note: Outdoor seating up to 1/3 of the amount of indoor seating may be provided with no additional parking. Any additional outdoor seating over 1/3 of the amount of indoor seating must provide an additional 1 space per 3 seats.~~ [DELETED FROM PROPOSED AMENDMENT ON RECOMMENDATION OF THE PLANNING COMMISSION]

RETAIL OR WHOLESALE (LARGE ITEMS I.E., FURNITURE, APPLIANCES ETC.)
1 space per 300 square feet sales area, plus
1 space per 1000 square feet of warehouse area, plus
1 space per employee on maximum shift

RETAIL/SERVICE ESTABLISHMENT
1 space per 250 square feet of floor area
6 stacking spaces per drive-up window

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SCHOOLS- PRIVATE & PUBLIC
Preschool:
1 space per each employee, plus
1 space per five children, plus
5 stacking spaces for loading and unloading
Elementary School:
1 space per employee, plus
1 space per five seats in auditorium/assembly area

Middle School: the greater of-
1 space per ten students, or
1 space per five seats in auditorium or main assembly area

High School
1 space per employee, plus the greater of:
1 space per ten students, or
1 space per five seats in auditorium/main assembly area

College/University or Vocational School
1 per employee, plus
1 per 50 square feet of classroom area

THEATER
1 space per three seats, plus
1 space per employee on maximum shift

UTILITY FACILITY - MAJOR
To be determined through approval process

WAREHOUSING
1 space per 1,000 square feet of floor area, plus
1 space per 400 square feet of retail/wholesale/office area, plus
1 space per loading dock

12-1208.01 PARKING REQUIREMENTS ON PRIVATE ROADS

A. Developments utilizing private roads with parking restricted to one side of the street shall be required to accommodate a minimum of one on-street parking space per dwelling unit. If the street configuration does not accommodate the required parking than an alternative shall be provided that meets the Design Requirements for Private Road Guest Parking (Section 12-1208.02 All requirements for off-street parking from Section 12-1208 apply).
B. The on-street parking accommodation requirement may be modified through the provision for a Parking Reduction Request in Section 12-1207. All applicable Fire District and PWD Engineering requirements apply to parking requests.

12-1208.02 DESIGN REQUIREMENTS FOR PRIVATE ROAD GUEST PARKING

A. Guest parking may be placed in pullouts, centralized parking lots, in driveways off of alleys or accommodated by a widening of the roadway.
B. Guest parking shall conform to minimum dimensional requirements for full size parking spaces as described in this section.

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C. Guest parking shall otherwise conform to the requirements of the Land Development Code, Roadway Design and Construction Standards and Private Roadway Standards.

12-1209 ADDITIONAL INFORMATION

12-1209.01 TEMPORARY OR OVERFLOW FACILITIES

Arapahoe County will also consider proposals for parking areas designed to act as temporary or overflow facilities. These facilities would be designed to provide additional parking in areas that may experience peak parking requirements which exceed the capability of the existing parking area. The overflow area would be constructed so as to not create additional impervious surface that would promote additional water runoff. These facilities are required to be located on or adjacent to the site of the principle use.

12-1209.02 JOINT USE

Joint Use facilities are allowed for those sites where it is proven that hours of operation for the various uses are substantially different or staggered, the recommended number and configuration of spaces is met by all uses and facilities, and there is evidence of an agreement for joint use. A joint use parking agreement is required and must detail the terms of the agreement. All involved and affected parties must commit to the fact that the uses will not require the parking spaces at the same time. Should the terms of the agreements change, including hours of operation for facilities, or change in use, new agreements will be required to be submitted with the FDP/SDP amendment to allow the County to reevaluate the parking requirements.

12-1209.03 MIXED USES

In the case of mixed uses in a single parcel or within a single building, the total number of off-street parking spaces should be the sum of the need of each individual use.

12-1209.04 PHASING

Parking areas may be phased in conjunction with the phasing of the associated structure or use. All landscaping plans should be done with consideration of placement and configuration of parking areas at build-out.

12-1209.05 INCREASED OR DECREASED PARKING DEMAND

The number of off-street parking spaces or loading spaces may be increased or decreased proportionately when a building or use undergoes an increase or decrease in the gross floor area, number of dwelling units, seating capacity, number of employees, or other unit of measurement specified hereinafter as a means for determining required off-street parking requirements. These changes must be approved by the County in conjunction with the approval of changes made to any applicable Development Plans.

SECTION 12-1300 LIGHTING REGULATIONS

12-1301 INTENT

The purpose of the outdoor illumination standards are to:

1. Provide adequate lighting for safety and security;
2. Reduce light pollution, light trespass, glare, sky glow impacts, and offensive light sources;
3. Prevent inappropriate, poorly designed or installed outdoor lighting;
4. Encourage quality lighting design, light fixture shielding, uniform light intensities, maximum lighting levels within and on property lines, and lighting controls;
5. Promote efficient and cost effective lighting and to conserve energy; and
6. Provide an environmentally sensitive nighttime environment that protects significant wildlife habitat.

12-1302 APPLICABILITY

The lighting standards contained in this Chapter shall apply to all exterior lighting, including illumination from outdoor signs and any interior lighting from buildings or structures that affect the outdoor environment, unless otherwise excepted or exempted herein. All uses that require Arapahoe County approval of a Final Development Plan, Master Development Plan, Administrative Site Plan, Subdivision Development Plan or Use by Special Review shall conform to these lighting standards.

1. Conformance at the Time of Building Permit Application: These requirements shall be met prior to a final inspection for any building permit for new development or any redevelopment in accordance with the appropriate process requirements for the application.
2. Replacement of Fixtures: If an existing non-standard light fixture is removed, it shall only be replaced with a conforming light fixture or fully shielded and mounted and in compliance with Illuminating Engineers Society of North America (IESNA) standards for full cut-off.
3. Replacement of Lamps: To the extent that compliance with this section can be achieved by replacement of a lamp within a light fixture, such lamp shall be replaced after failure of the lamp.
4. Single Family Detached Development: The lighting standards contained herein shall not apply to SFD except for the following: a) existing unshielded mercury vapor light fixtures shall be removed, replaced or shielded after failure of the lamp with light fixtures or shields that meet the requirements of this section, and b) all replacement lighting and lighting for new SFD development shall meet requirements for glare and light trespass as set forth in Section 12-1301and Section 12-1303. SFD on parcels consisting of 100 acres or larger and zoned A-E and A-1 shall be exempt from any of the lighting standards contained herein.
5. Exemptions: The standards of this section shall not apply to the following types of exterior lighting:
    a) Ornamental Lighting: Ornamental landscape lighting where the maximum wattage of any single light fixture does not exceed the equivalent of fifteen watts incandescent or one hundred lumens and is not used from 12:00 a.m. to dusk
    b) Strings of Light: Strings of light on residential properties shall be exempt from the requirements of this chapter.
    c) Aviation Lighting: Lighting used exclusively for aviation purposes. All heliport lighting shall be turned off when the heliport is not in use.
    d) Right-of- Way Lighting: Public lighting located within the right-of-way is exempt from these lighting regulations except for requiring full cut-off fixtures on luminaries greater than 3,200 lumens (section 24-82-902, C.R.S.)

12-1303 OUTDOOR LIGHTING DESIGN STANDARDS

For all lighting subject to these regulations, no person shall install or maintain any exterior lighting that fails to meet the requirements of this section. Exterior lighting shall meet the following design standards:

1. Shielded from View: The illumination from a lamp that emits more than 900 lumens shall be fully shielded from view from adjacent properties and public right-of-ways, except as otherwise permitted herein. Fixtures shall meet the IES standards for fully shielding, full cut-off and mounting of fixtures.
2. Light from Buildings and Signs: Illuminance levels shall not exceed 10 footcandles measured as initial horizontal illuminance, except as otherwise permitted herein. The initial illuminance level is measured following 100 hours of operation. The illuminance levels at building entrances and windows may exceed the maximum allowed by 100% to a distance of 5 feet from the building in order to accommodate light spillage from within the building and light from signage. The maximum outdoor illuminance level must be achieved at a distance of 10 feet from the building or use.
3. Maximum Initial Line-of-Sight Illuminance: PWD staff may request an analysis of line-of-sight on a case-by-case basis dependent on site conditions. The maximum initial line-of-sight illuminance is measured at the property line, measured five and one-half feet above grade aimed in a direct line of sight to the brightest light fixture visible from such point, shall not exceed 0.3 footcandles for non-residential or 0.1 footcandles on residential properties. The Planning Division Manager may waive this requirement if there are no residential uses abutting the subject site and/or the light trespass does not reach the property zoned or used for residential purposes at the time the light fixture is installed.
4. Light Source Requirements: All outdoor light fixtures should utilize one the following bulb types: metal halide, induction lamp, compact fluorescent, incandescent (including tungsten-halogen), high pressure sodium and LED. Alternatives are permitted provided they are authorized by the Planning Division Manager and meet the requirements for an Exception as detailed in Section 12-1303.01 based on IESNA (Illuminating Engineers Society of North America) recommendations.
5. Signs: Pan channel signs (letters only) shall not exceed maximum luminance ratings (unit of brightness). Enforcement will occur on a complaint basis for LED or luminance greater than 1000 candela per meter squared or 1000 nits. All lighting of signage shall comply with the adopted Signage Regulations (Section 12-300).
6. Standards for Lights adjacent to Property Zoned Residential or Next to Public Right-of-Way: Any light fixture located within fifteen feet from a property line within or next to a residential zoning district, or within ten feet of a public right-of-way shall be:
    a) Aimed away from the property line or right-of-way;
    b) Classified as a IESNA Type Ill or Type IV; and
    c) Shielded on the side facing the residential property or public right-of-way.
7. Maximum Light Fixtures on Poles: There shall be no more than two light fixtures per pole except for sports lighting and lighting for public recreational facilities.
8. Canopy lighting: Lighting fixtures mounted on canopies shall be installed such that the bottom of the light fixture or its lens, whichever is lower, is recessed or mounted flush with the bottom surface of the canopy and parallel to the ground. A full cut off light fixture may project below the underside of a canopy. All light emitted by an under canopy fixture shall be substantially confined to the ground surface directly beneath the perimeter of the canopy. No lighting except that permitted by the sign ordinance, shall be permitted on the top or sides of a canopy.
9. Flag Poles: A flagpole may be illuminated by one upward aimed fully shielded spotlight light fixture which shall not exceed 3500 lumens (50 watts metal halide). The light fixture shall be placed as close to the base of the flagpole as reasonably possible.

10. Strings of Lights: No person shall use a string of lights on property with non-residential uses except for the following:
    a. Strings of lights may only be used if:
        i. They are approved by the Planning Division Manager as part of an outdoor illumination plan or landscape plan approved by the Planning Commission and/or Board of County Commissioners. Such plan must comply with all of the standards of these regulations. The use of such lighting shall be to create ambiance and pleasing pedestrian spaces in an energy efficient manner. Low wattage or low voltage fixtures and luminaries are required. Such lighting is limited to pedestrian areas including plazas, patios, landscape features, and primary entries into buildings. No such illumination is allowed in any required landscaped setback adjacent to a street; or
        ii. For lighting displays from the last Thursday in November through the last Thursday in January.

12-1303.01 EXCEPTIONS

The Planning Division Manager or designee is authorized to grant exceptions to these regulations in accordance with the following standards:

A. Equivalent Material: The Division Manager may approve any such alternate provided that the proposed design, material or method provides an approximate equivalent method of satisfying the standards of these regulations and comply with IESNA recommendations.
B. Exceptions: The Division Manager may grant an exception from the provisions of this section if the Division Manager finds that:
    1. There are special circumstances or conditions applying to the land, buildings, or outdoor light fixtures for which the exception is sought, which circumstances or conditions are unique to such land, buildings or outdoor light fixtures and do not apply generally to the land, buildings or outdoor light fixtures in the subdivision:
    2. The granting of the exception will generally be consistent with the purpose of this section and will not be injurious to the subdivision or otherwise detrimental to the public welfare; and
    3. The exception is a minimum change that provides the relief requested.
C. Temporary Lighting Exemption: The Division Manager may grant an exception from the requirements of this section for temporary structures and uses that comply with Sections 12-500 and 12-600 of the Zoning Regulations, if the Division Manager finds the following:
    1. The proposed lighting is designed in such a manner as to minimize light trespass and glare as described in Section 12-1301.

12-1304 SUBMITTAL PROCESS

When a lighting plan is necessary through a FDP, MDP, ASP, SDP or USR, the submittal requirements are determined by those regulations. When an approved PDP, ASP, FDP, SDP or USR does not adequately address lighting, these regulations shall govern. When an application is not part of a formal subdivision or zoning application and is being processed through the building permit process, the following standards and process will be required.

12-1305 SUBMITTAL REQUIREMENTS

A. These requirements may be modified as deemed necessary by the Planning Division Manager or designee.
B. Lighting plan requirements:
    1. A site plan showing the location of all buildings and building heights, parking, and pedestrian areas on the lot or parcel;
    2. The location and description including mature height of existing and proposed trees;

3. The location and height above grade of all light fixtures including building mounted fixtures;
4. The type and lumen rating and wattage of each lamp source;
5. The general style of the light fixture such as cut-off, lantern, coach light, globe, and a copy of the manufacturers catalog information sheet and IESNA photometric distribution type, including any shielding information such as house side shields, and internal and exterior shields;
6. Control descriptions including type of controls (timer, motion sensor, time clock, etc.), the light fixtures to be controlled by each type, and control schedule. How lights shall be controlled during post-curfew hours must be addressed in the plan;
7. Aiming angles and diagrams for sports lighting light fixtures;
8. A photometric plan, which shows the initial horizontal illuminance on a ten feet by ten feet minimum grid across the entire site and a minimum of ten feet beyond the lot or parcel property line. The grid shall also indicate maximum to minimum uniformities for each specific use area such as parking and circulation areas, pedestrian areas, and other common public areas; and
9. If required by staff, a lighting calculation indicating "Maximum Initial Line-of-Sight Illuminance" as described in Section 12-1303 (3).

12-1306 DESIGN REQUIREMENTS

The style, color and design of the fixtures shall be compatible with the overall design concept and use of materials for the building, site and area of the lighting plan.

12-1307 INSTALLATION AND MAINTENANCE STANDARDS

A. Operation and maintenance cost of the lighting system shall be the responsibility of the property owner.
B. Requirements for maintenance shall include replacement of bulbs and light fixture, regular cleaning and replacement of light fixtures as needed.

12-1308 HOURS OF OPERATION

A. Standards for the Operation of Light Fixtures: All light fixtures shall operate in accordance with the requirements of this section.
   1. Pre-curfew: Pre-curfew light levels shall meet the standards specified in Section 12-1309.
   2. Post-curfew: Post-curfew light levels shall meet the standards specified in Section 12-1309. Post-curfew lights shall be operated as follows:
      a) When Lights are to be Turned Off: Lights shall be controlled by automatic timers and turned off by 10:00 PM or within one hour of the close of the facility unless otherwise stated in the chart. After 10:00 p.m., controls such as motion sensors are required during post-curfew hours. Motion sensors or timers may also be used to activate additional lighting during emergency situations.
      b) Parking Lot Light Fixtures: All parking lot light fixtures, except the minimum necessary for security, shall be extinguished by 10:00 p.m. or within one hour after the close of the facility, and remain extinguished until dusk or one hour prior to the commencement of business, whichever is later. Security levels may include one of the following as determined by the Planning Division Manager: 1) no more than one footcandle, 2) 80% reduction in light level, or 3) one pole mounted fixture near the main entrance(s).
      c) Non-Essential Lighting: All non-essential lighting shall be turned off after the close of business or 10:00 p.m. whichever is more restrictive. Non-essential lighting includes but is not limited to lighting of landscaping, architectural features, tennis courts, ball fields, etc.

12-1309 MAXIMUM LIGHTING STANDARDS

A. No person shall operate any device, which makes light in excess of the levels specified in this section. Light from any light fixture shall not exceed any of the following limits for its appropriate zoning district classification or use classification set forth in the table below. Any request to vary from these standards must be approved through Section 12-1303.01 for an Exception. In the event an applicant requests lighting levels at the higher levels specified by any use classification, such area shall use the minimum amount of light necessary to light only the use area. The remaining area on such a property shall use the lower standards for the zoning district classification.

B. The following charts specify the lighting criteria based upon general land use categories. The land uses are divided between the Urban Service Area, Rural Area, and Eastern Community Planning Areas as defined by the Comprehensive Plan.

Urban Service Area

	Single family Attached, Multi-family residential	**Commercial, office, industrial**	**Public & semi-public use**
Maximum initial horizontal illumination	5 f.c. building entries and parking lots	10 f.c. building entries and parking lots, 20 f.c. under canopies, 20 f.c. on a **limited basis.	10 f.c. building entries and parking lots
Maximum initial lamp lumens rating for all cut-off luminaries	3,500 lumens or 8500 lumens for six or more parking spaces	21,500 lumens or 24,000 lumens for 5 acre parking lots or greater	13,500 lumens
Post-curfew maximum initial horizontal illuminance rating	Entry lights may be left on. All other lighting except for parking lot and pedestrian circulation in commons areas shall be turned off	Landscape, building façade and non-circulation lighting shall be turned off. Parking lots with more than 2 poles and pedestrian circulation lighting shall be reduced to *security levels.	Landscape, building façade, and non-circulation lighting shall be turned off. Parking lots with more than 2 poles and pedestrian circulation lighting shall be reduced to *security levels.
Controls	Required post curfew	Required post curfew	Required post curfew
Maximum allowable pole height (includes base and luminaries)	20 feet in parking lots 15 feet in all other areas	25 feet in parking lots (35 feet for parking lots of 5 or more acres in size) 20 feet in all other areas	20 feet in parking lots within or adjacent to residential zones, otherwise 25 feet

Urban Service Area/Rural Area/Eastern Community Planning Areas

	Parking structures/covered parking use	Private Recreation	Public Recreation Use	Emergency Facility Use
Maximum initial horizontal illumination	10 f.c. within structure and at vehicle and pedestrian entries. 50 f.c. at the entrances for up to 20 feet during daylight hours. 5 f.c. for uncovered portions of parking areas and external pedestrian circulation areas.	The lesser of 30 f.c. or the IESNA standards for the specific sports venue. 5f.c. in parking lots and pedestrian areas	The lesser of 50 f.c. or the IESNA standards for the specific sports venue. 5 f.c. in parking lot and pedestrian areas.	5 f.c. at bldg. Entries, under canopies and emergency parking areas. 5 f.c. in parking lots and pedestrian circulation areas
Maximum initial lamp lumens rating for all cut-off luminaries	13,500 lumens	23,000 lumens for sports field 8500 lumens in other areas	107,000 lumens (sports fields only) 13,500 lumens in other areas	8500 lumens
Post-curfew maximum initial horizontal illuminance rating	Same as pre-curfew except that all non-circulation and non-parking area lighting shall be turned off.	No lighting except that for minimum *security levels permitted after curfew	Sports field or court lighting to be turned off 30 minutes after last event. 3 f.c. max for pedestrian circulation and parking areas for a maximum of one hour after last event. *security levels thereafter.	Same as pre-curfew except landscape, recreational and non-circulation lighting shall be turned off
Controls	Automatic day-light controls required	Required post curfew	Required post curfew	Required post curfew
Maximum allowable pole height (includes base and luminaries)	15 feet on uncovered upper parking levels	20 feet in residential zones, 25 feet in all other zones.		20 feet in parking lots that are within or adjacent to residential zones, otherwise 25 feet

*Security levels may include one of the following as determined by the Planning Division Manager: 1) 1 f.c. or less, 2) 80% reduction in lighting equipment left on, or 3) one pole mounted fixture near the main entrance(s).

**A limited basis may include a main feature such as the front row of vehicles, a highlighted vehicle on a pad, retail canopies similar to gas stations and fast food canopies as long as the lighting equipment is full cutoff.

Rural Area/Eastern Community Planning Area

	1) Single Family/ Attached Multi-family residential	2) Commercial, office, industrial-B-1,B-3, B-4, I-1, I-2, MU	3) Public & semi public use- schools, churches
Maximum initial horizontal illumination	5 f.c. building entries and parking lots	5 f.c. building entries and parking lots, 15 f.c. under canopies	5 f.c. building entries and parking lots
Maximum initial lamp lumens rating for all cut-off luminaries	3,500 lumens	13,500 lumens (250 watts on 35 foot poles)	8,500 lumens
Post-curfew maximum initial horizontal illuminance rating	Entry lights may be left on. All other lighting except for parking lot and pedestrian circulation in commons areas shall be turned off	Landscape, building façade and non-circulation lighting shall be turned off. Parking lots with more than 2 poles and pedestrian circulation lighting shall be reduced to *security levels.	Landscape, building façade, and non-circulation lighting shall be turned off. Parking lots with more than 2 poles and pedestrian circulation lighting shall be reduced to *security levels.
Controls	Required post curfew	Required post curfew	Required post curfew
Maximum allowable pole height (includes base and luminaries)	20 feet in parking lots 15 feet in all other areas	25 feet in parking lots (35 feet for parking lots of 5 or more acres in size) 20 feet in all other areas	20 feet in parking lots within or adjacent to residential zones, otherwise 25 feet

*Security levels may include one of the following as determined by the Planning Division Manager: 1) 1 f.c. or less, 2) 80% reduction in lighting equipment left on, or 3) one pole mounted fixture near the main entrance(s).

**A limited basis may include a main feature such as the front row of vehicles, a highlighted vehicle on a pad, retail canopies similar to gas stations and fast food canopies as long as the lighting equipment is full cutoff.

SECTION 12-1400 LANDSCAPING REGULATIONS

12-1401 INTENT

To provide landscape standards which visually enhance developments and provide a more compatible and aesthetic atmosphere. Landscaping will improve the livability of residential neighborhoods, enhance the appearance and customer draw of commercial areas, buffer land uses, improve compatibility of adjacent land uses, increase property value, screen undesirable views and contribute to the image and appeal of the overall community. Sensitive site design ensures that a reasonable balance is struck between the rights of the individual to develop and maintain their property and the rights of the community to live, work, shop and recreate in a pleasant and attractive surrounding.

12-1402 APPLICABILITY

These landscape standards apply to all development included in a Final Development Plans, Administrative Site Plans, Use By Special Review applications, or Subdivision Development Plan. However, general landscape criteria are established with the PDP. All open space shall be landscaped. Individual lots within a single family detached (SFD) development are excluded from these landscaping requirements as well as any development in the A-2, A-1, R-A, A-E and R-1 zone districts. Landscaping requirements shall apply within residential developments for landscape tracts, parks, perimeter buffers or other areas as determine by these regulations.

12-1403 GENERAL INFORMATION

12-1403.01

Landscaping is the treatment of pervious surfaces with organic/inorganic plant materials such as grass, ground cover, trees, shrubs, ornamental clump grasses and other horticultural materials. The plan may include other decorative surfacing such as wood chips, crushed stone or other mulch materials.

12-1403.02

Where there is significant existing vegetation on site, staff may require an inventory of plant material. Existing trees shall be saved on the property unless otherwise approved through the review process.

12-1403.03

Xeriscape plant materials are strongly encouraged. All landscape material shall be in compliance with the standards of the American Association of Nurserymen. All plant material shall have a habit of growth that is normal for the species and shall be of sound health, vigorous growth, and free from insect pests, diseases and injuries. All plants shall equal or exceed the measurements specified on the plan.

12-1403.04

A. All planting materials and methods must be approved by the Arapahoe County Weed Control Inspector. Weed control methods may need to be employed prior to construction and/or the installation of the landscape plan.

B. The following list of drought-tolerant plant material are suggestive of the range of choices available. Listings are taken from the complete Denver Water Board's drought–tolerant plant listings, which are supported by Arapahoe County. For an extensive list of such plant materials, refer to the Denver Water Board's current list:

Turf Grasses:	**Deciduous Trees:**
Blue Grama	Ash, Marshall's Seedless
Buffalo Grass	Ash, Summit

Crested Wheatgrass
Smooth Brome
Turf Type Tall Fescue
Any approved native seed mix *

Deciduous Shrubs > 6'
Canada Red
Cranberry, High-bush American
Lilac, common

Evergreen Trees
Pine, Austrian
Pine, Scotch pine
Pine, Ponderosa
Pine, Pinion
Juniper, Rocky Mountain

Ground Cover
Hen and Chicks
Periwinkle
Creeping Phlox
Snow-in-summer
Goldmoss Sedum-Stonecrop
'Dragon's Blood' Sedum

Vines
Western Clematis
Hall's Honeysuckle
Virginia Creeper
Greenleaf Wintercreeper
Purpleleaf Wintercreeper

Chokecherry, Canada Red
Honey Locust, Skyline
Maple, Amur
Plum, Newport

Deciduous Shrubs <6' Chokecherry,
Burning Bush
Currant, alpine
Dogwood, variegated
Potentilla, brush cinquefoil
Sage, silver
Spirea, Anthony Waterer

Evergreen Shrubs
Juniper, buffalo
Juniper, tam
Juniper creeping

Sub-Shrub Ground Cover
Creeping Mahonia
Blue Chip Juniper
Hughes Juniper

Ornamental Grasses
Big Bluestem
Japanese Blood Grass
Plume Grass

* An approved native seed mix is an appropriate seed mix that is supported by the Soil Conservation Districts or any other landscaping authority.

This list is derived from the extensive list of drought-tolerant plants provided by the Denver Water Board. All plants on the extensive list are recognized by Arapahoe County. In addition, with the assistance of the Soils Conservation District, the County will also consider any other drought tolerant native/adaptive species on a case-by-case basis. Should a plant/tree be designated a noxious weed, it will automatically be removed from the recommended drought-tolerant plant listings.

12-1403.05

The use of weed free seed, gravel or fill dirt is required as approved by the Arapahoe County Weed Control Inspector. The use of competitive grasses, shrubs or trees that provide sufficient ground cover may be required where weed problems already occur or may occur in the future. Plant species that appear on the Colorado State Noxious Weed lists are unacceptable for use in proposed landscaping.

12-1403.06
The open space and landscape requirements stated herein are in addition to any public land dedication requirements, unless otherwise determined by the Board of County Commissioners.

12-1404 AREAS TO BE LANDSCAPED

Landscaping for private and public parks shall comply with Section 12-1400 herein.

A. All portions of a site not occupied by structures, water bodies, streets, roads, driveways, sidewalks, plazas, patios, parking areas and other vehicle use areas are required to be landscaped in accordance with these standards unless excluded in Section 12-1400 above.

B. For undeveloped areas with natural vegetation, up to 50 percent of the natural area may be allowed to count toward the minimum requirement, as determined by the Planning Division Manager. The percentage of these areas eligible to partially satisfy the minimum requirement will be determined based upon its effectiveness to function as a buffer and enhance the visual and natural attributes of the site.

C. All development sites, excluding single family detached development, shall feature consistently landscaped areas along the front, sides and rear property lines. At the discretion of the Planning Division Manager, exceptions may be made for situations such as attached structures that cross property lines, property lines that lie within the extents of paved roadways, and other unanticipated situations as long as the resulting plan meets the intent of these regulations by providing a complete landscape design which will visually enhance developments and provide a more compatible and aesthetic atmosphere as required in Section 12-1401 of these requirements.

D. A 20-foot landscape buffer is required where non-residential development abuts residential development.

E. Drainage easements and detention ponds ~~shall~~ **may** be included as landscaped **or other open space** areas upon approval by the PWD Department. Detention ponds with earthen walls and **a** maximum 4:1 slope are the preferred design. However, when required by site constraints, other design solutions may be submitted to the PWD Department for approval. ~~shall be considered but other design solutions shall require PWD Department approval for credit to the requirements. Any landscaping materials planted in a drainage easement in addition to ground cover shall be approved by the PWD Department.~~

12-1405 AREAS THAT DO NOT QUALIFY AS LANDSCAPING

A. Paved portions of parking lots, open air showrooms, outdoor display areas, roads or service areas at, above or below ground level.

B. The portion of pedestrian and/or bike paths as well as sidewalks that are crossed by motor vehicle circulation routes.

C. Paved medians including concrete, asphalt, brick, decorative pavers, etc. (See Streetscape Guidelines in Section 12-1400 herein).

D. Public rights-of-way shall be excluded only when planned for future widening per PWD Department standards.

12-1406 LANDSCAPING REQUIREMENTS

A. Within a required landscaped area for residential development, the following ratios apply for single family detached, single family attached and multifamily development:
    1. Lots 3,999 square feet (R-PSF) to 5,000 square feet as an average lot size require one (1) tree and ten (10) shrubs or an acceptable combination of trees and shrubs per 2,000 square feet of landscaped area.
    2. Lots less than 3,999 square feet as an average require one (1) tree and ten (10) shrubs per 1,000 square feet of landscaped area.
    3. These ratios of trees and shrubs may include an acceptable combination of trees and shrubs for the area required to be landscaped. A determination for landscape ratios will be made on a case-by-case basis for landscape tracts (including rights-of-way) within filings that include residential development with mixed densities based upon the location and use of the tract.

B. Within a required landscaped area for commercial, industrial and business development, the following ratios apply:
    1. One (1) tree and ten (10) shrubs, or an acceptable combination of trees and shrubs, for every 1,000 square feet of landscaped area.
    2. Ornamental clump grasses may be exchanged for up to fifty percent of the required shrubs at a ratio of three ornamental clump grasses for one shrub if one gallon clump grasses are selected.
    3. Ornamental clump grasses may be exchanged for up to fifty percent of the required shrubs at a ratio of one ornamental clump grass for one shrub if five gallon clump grasses are selected.

C. Proposed open space quantities above the minimum requirements (per Section 13-100 Land Development Code) shall be excluded from the requirements of Sections 12-1406.01 and 12-1406.02 listed above. Landscaping may be required based upon the intent of these regulations and will be reviewed on a case-by-case basis by the PWD Department.

D. All required landscaped areas shall be served by a functioning automatic irrigation system unless otherwise approved by the PWD Department.

E. Minimum requirements stated herein may be modified based upon the proposed use, design of adjacent uses, and overall impact and scale of the project.

F. The landscaping materials shall be distributed throughout the landscaped areas in order to avoid over massing of plant materials or obstructing views determined important through the development review process. Trees and shrubs shall be configured in appropriate groupings.

G. Any landscaping around a fire hydrant shall be placed such that a three foot clear space is maintained at all times.

H. Landscaping shall be protected from vehicles by the placement of wheel stops, curbs or other acceptable means.

I. Temporary irrigation methods shall be required when native seed mixes or other low water plantings are utilized requiring temporary irrigation.

12-1407 PLANT SPECIFICATIONS

The following minimum sizes apply wherever landscaping is required:

PLANT SPECIFICATIONS	
Trees	**Minimum Size**
Deciduous Trees*	2.0 Inch Caliper
Ornamental Trees	1.5 Inch Caliper
Coniferous Trees	8' Height adjacent to public R-O-W 6' Height in other locations
Shrubs	5 Gallon container
Ornamental Clump Grass	5 gallon container grasses will be counted as 1 shrub. 1 gallon container grasses may be counted as 1/3 shrub.
Groundcover	No minimum size; spacing shall provide 80% groundplane coverage within 2 years.

**Russian Olive trees are prohibited on landscaping plan.*

12-1408 LANDSCAPE PLAN

The landscape plan shall be prepared at a scale that allows for maximum clarity of the proposal and must be approved by the staff planner. The landscape plan is one or more sheets included in the FDP, ASP, SDP or USR document.

A. Dimension all easements, pedestrian walkways and pedestrian- oriented areas (existing and proposed), and types of surface materials.

B. Delineate the total gross square footage of the total planting area, including areas to be maintained in a natural state (undeveloped) and/or established with native seed.

C. Draw plant materials at three-fourths of mature size.

D. Identify common and botanical names, size and quantities of materials to be used. Identify trees, shrubs, lawn areas and groundcover areas (organic and inorganic). Provide explanations of any substitutions requested to meet required amount of landscaping materials.

E. Identify and show dimensions of all landscape elements including fences, walls, border edge treatments, berms, water features, bike racks, trash enclosures, street furniture and recreational facilities, as applicable. Details of landscape features or structures may be required on the landscape plan as determined by the PWD Department.

F. In order to preserve significant natural vegetative areas, trees, wildlife habitat and landscape features, the landscape plan shall locate and identify and when necessary dimension these natural features in accordance with PWD Department requirements. A tree preservation plan with specific construction limits and protective fencing and mulching may be required.

G. Show planting details, including typical methods of planting.

H. Delineate existing and proposed grades with 1-foot contours.

I. Indicate sources of irrigation water and types of irrigation used. This may be provided on a separate 8.5" x 11" sheet included with the site plan narrative. If source is a private well, provide evidence of landscape irrigation rights. Information regarding specific design techniques used to prevent water infiltration or damage at the street section may be requested by the PWD Department.

J. In the event the site is served by a well which prohibits landscape usage, a waiver of the landscape requirements noted herein will not be granted. The applicant will be required to obtain an off-site water source with acceptable documentation. Landscaping shall comply with Section 12-1400 herein.

K. Landscaping shall comply with the requirements for sight distance triangles in accordance with Arapahoe County Streetscape Guidelines, Section 18-100 herein.

L. All landscaping within the County rights-of-way, or landscaping close enough to affect the horizontal or vertical clearance of the right-of-way, shall comply with the Arapahoe County Roadway Design and Construction Standards and the Arapahoe County Storm Drainage Design and Technical Criteria Manual.

12-1409 REQUIREMENTS WITHIN COUNTY RIGHTS-OF-WAY AND MEDIANS

All landscaping within the County rights-of-way and medians shall comply with the Arapahoe County Streetscape Guidelines stated in Section 18-100 of this document. The types, sizes and locations of landscape materials and features will be established during development review by the PWD Department. Medians and rights-of-way must comply with the following:

A. The landscaping of any County rights-of-way or median associated with a residential development project based upon an approved landscape plan shall begin prior to the issuance of building permits for 20% of the dwelling units approved in the project.
B. Plant materials are required based upon Section 18-100 listed above.

12-1410 REQUIREMENTS WITHIN DETENTION AREAS

All development within a detention area shall be approved by the PWD Department in order to ensure compliance with approved drainage plans. Regional detention facilities are exempt from these requirements unless otherwise determined by the Board of County Commissioners. Within detention areas, the following types and quantities of plant materials and other improvements shall be required in accordance with the PWD Department review:

A. A functioning, automatic irrigation or a temporary irrigation method when native seed mixes or other low water plantings are utilized requiring temporary irrigation.

B. Natural and/or man made landscaping features including grass seed mix or other ground cover approved during the development process for type, size, quantity and location.

C. The installation of trees, shrubs and drought tolerant grasses of a species and quantity approved by the County.

D. Development projects abutting residential lots may require fencing as determined by the PWD Department.

E. In instances where on-line detention areas are located in the 100-year flood plain, landscaping requirements may be adjusted to the specific requirements of the Urban Drainage and Flood Control District.

F. Access to the detention pond shall be secured for maintenance purposes.

12-1411 MAJOR DRAINAGEWAYS

Major drainageways (basin tributary area of 130 acres or more per Urban Drainage and Flood Control District requirements) shall be maintained in the natural topography of the channel and piping or channels with side slopes exceeding 4:1 will not be allowed to convey the drainage.

12-1412 REQUIREMENTS WITHIN PUBLIC AND PRIVATE PARKS

Public park requirements for landscaping improvements will be established during the development review process, which includes the agency/district receiving the park. Private parks shall be located and configured to serve as useable park area with the following improvements:

A. A minimum of one (1) tree and ten (10) shrubs, or five (5) trees and no shrubs, for every 5,000 square feet of area.

B. A functioning automatic irrigation system.

C. Natural and/or man made landscaping features including turf grass sod, grass seed mix or other ground cover, of types, sizes, quantities and in locations approved by the development process.

D. The County may additionally require trails, lights, parking lots, playgrounds, play courts, benches, signs and other amenities suitable for the developed open space.

E. The landscaping of all parks within a residential development project shall be completed prior to the issuance of building permits for more than 50% of the dwelling units approved in the project unless otherwise approved by the Board of County Commissioners. Any failure to complete the required landscaping by the deadlines specified herein shall result in withholding of Certificates of Occupancy until compliance with the requirement occurs.

F. In instances where parks are located in the 100-year flood plain, landscaping requirements may be adjusted to the specific requirements of the Urban Drainage and Flood Control District and the Arapahoe County Engineering Division.

G. All parks shall be designed to blend with adjacent areas. Slopes shall not exceed 4:1 unless specifically allowed by the PWD Department.

12-1413 ENFORCEMENT OF LANDSCAPING REQUIREMENTS

No certificate of occupancy for any structure located on property where landscaping is required shall be issued unless all landscaping has been satisfactorily installed. Prior to the issuance of certificate of occupancy, all landscaping shall be inspected by the County for compliance with the approved landscape plan.

A. In cases where the property owner desires to occupy a building prior to completion of all landscaping, the County may issue a certificate of occupancy for the building. However, no

outdoor storage shall be permitted until all landscaping has been completed. In order to obtain a certificate of occupancy prior to completion of all landscaping, the property owner shall enter into an agreement with the County, providing for the completion of all landscaping by the property owner within a specified period of time, not to exceed six months from the date of issuance of the certificate of occupancy. Said agreement shall also require the property owner to provide acceptable collateral to the County in form of a letter of credit, cash or certified funds guaranteeing satisfactory completion of all landscaping. If a letter of credit is used, it shall be in the same format as required for a subdivision improvement agreement. The amount of collateral shall be in an amount equal to 115% of the estimated cost of landscaping and shall be based on a cost estimate of labor and materials prepared by a qualified professional. Upon written request of the property owner, the Planning Division Manager may grant one extension to the term of the agreement, not to exceed 6 months, for good cause shown, provided that the collateral is also extended for that period of time.

B. The collateral held by the County shall be released when it has been determined by the County that all landscaping has been satisfactorily completed. If the property owner has failed to install the required landscaping within the period of time specified in the landscaping agreement, the County shall use the collateral to complete the required landscaping.

C. The property owner shall be responsible for the maintenance of all required landscaping, on private property, including but not limited to, weeding, watering, fertilizing, pruning, mowing and removal of litter. The property owner shall be responsible for the replacement of all dead, diseased or substantially damaged plant materials with the same or similar type as set forth in the approved landscape plan. Replacement shall occur within the next planting season and shall not, in any event, exceed one year.

D. The County and Developer may enter the following Agreement to guarantee completion of landscaping requirements by providing collateral to obtain a Certificate of Occupancy prior to completion of all landscaping.

LANDSCAPING AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20___, by and between _____ (hereinafter referred to as "Developer") and Arapahoe County.

WHEREAS, Section 12-1413 of the Arapahoe County Land Development Code requires that all landscaping be completed prior to the issuance of a certificate of occupancy; and

WHEREAS, the above section allows a developer to obtain a certificate of occupancy and to occupy a building prior to the installation of all required landscaping by providing collateral guaranteeing such installation; and

WHEREAS, the Developer is the owner of property subject to the County's landscaping requirements and located at _____ _____ (street address) and more particularly described as _____ (legal description); and

WHEREAS, the Developer has not completed all landscaping and wishes to provide collateral to obtain a certificate of occupancy prior to completion of all landscaping; and

NOW, THEREFORE, the parties hereto agree as follows:

1. The Developer shall construct and install, at its own expense, all of the required landscaping as set forth in the approved Landscape Plan and more particularly described in Exhibit A, attached hereto and incorporated by reference herein.

2. To secure and guarantee performance of the Developer's landscaping obligations as set forth herein, the Developer agrees to provide the County with collateral in the form of _____ in the amount of $_____, 115% of the estimated cost of labor and materials for the required landscaping. The estimated cost is attached hereto and incorporated by reference herein as Exhibit B. The term of the above collateral shall be a period of at least one year from the date of this Agreement.

3. The Developer agrees to complete the installation of all required landscaping as set forth herein by no later than _____.

4. Upon installation of the landscaping required by the approved Landscape Plan and inspection by the County to confirm compliance with said Plan, the County shall release the collateral provided by the Developer.

5. In the event the Developer fails to install all of the landscaping within the above specified period of time, the Developer authorizes the County to use the collateral deposited with the County to install all required landscaping and further grants the County, and its authorized agents, permission to enter onto the subject property to install such landscaping.

Developer: _____

By: _____

_____(Title)

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____, 20___,

by _____ of _____.

Witness my hand and official.

My commission expires: _____

_____
Notary Public

ARAPAHOE COUNTY

By:_____
Dave Schmit, P.E.
Director of PWD

W15-002 BOCC Draft 01/03/2017 Hearing – NOTE: This Section was amended in 2016 to retitle the section to ENERGY FACILITIES and to add provisions for small-scale solar facilities. The changes shown herein will be incorporated into the newly adopted text prior to incorporation of the revised 12-1900 into the Land Development Code.

SECTION 12-1900 OIL and GAS FACILITIES

12-1901 INTENT

The intent of this Section 12-1900 is to describe the Use by Special Review process and approval criteria for Oil and Gas Facilities. Notwithstanding any other language in the Land Development Code to the contrary, an Oil and Gas 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. Oil and Gas 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.

12-1902 RELATIONSHIP TO SECTION 13-900

This Section provides an Administrative Use by Special Review approval process for Oil and Gas 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. In the event that an applicant has executed an MOU and obtains approval for an Administrative Use by Special Review for a particular Oil and Gas 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").

12-1903 ADMINSTRATIVE APPROVAL CRITERIA

In order to obtain Administrative Use by Special Review approval, an Oil and Gas 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 Oil and Gas 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 Oil and Gas 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.

W15-002 BOCC Draft 01/03/2017 Hearing – NOTE: This Section was amended in 2016 to retitle the section to ENERGY FACILITIES and to add provisions for small-scale solar facilities. The changes shown herein will be incorporated into the newly adopted text prior to incorporation of the revised 12-1900 into the Land Development Code.

12-1903.04 Emergency Service Providers
The Oil and Gas 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 Oil and Gas 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 Oil and Gas 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 Oil and Gas Facility application submittal:

W15-002 BOCC Draft 01/03/2017 Hearing – NOTE: This Section was amended in 2016 to retitle the section to ENERGY FACILITIES and to add provisions for small-scale solar facilities. The changes shown herein will be incorporated into the newly adopted text prior to incorporation of the revised 12-1900 into the Land Development Code.

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 Oil and Gas 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 Oil and Gas 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 Oil and Gas Operation's 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 Oil and Gas 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 Oil and Gas construction disturbance or operation encroaches into the 100-year floodplain, or the access is crossing a major drainageway as defined by the latest version of the Arapahoe County Stormwater Management Manual.

W15-002 BOCC Draft 01/03/2017 Hearing – NOTE: This Section was amended in 2016 to retitle the section to ENERGY FACILITIES and to add provisions for small-scale solar facilities. The changes shown herein will be incorporated into the newly adopted text prior to incorporation of the revised 12-1900 into the Land Development Code.

12-1905.06 Surface Owner Documentation
Documentation, if any, as to whether the surface owner has authorized the proposed Oil and Gas Facility.

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 OIL AND GAS OPERATIONS PLAN

12-1906.01 Plan Format
All plans will be 11" x 17" 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 COGCC Permit number when approved. 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 Oil and Gas Facility, locations of all existing oil and gas wells within the one-mile impact area, locations of all water wells within ½ mile of the proposed Oil and Gas Operation, and all existing and proposed roads within the one-mile impact area.

12-1906.04 Drilling Operation Plan
The third sheet shall provide a site plan of drilling operations with 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 drilling 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.

12-1906.05 Production Plan
The fourth sheet shall provide a site plan of production operations with production equipment such as tanks and compressor stations 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 well pad. Equipment layout may be a typical plan appropriate to the degree of development for the Oil and Gas Facility submitted for approval.

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.

W15-002 BOCC Draft 01/03/2017 Hearing – NOTE: This Section was amended in 2016 to retitle the section to ENERGY FACILITIES and to add provisions for small-scale solar facilities. The changes shown herein will be incorporated into the newly adopted text prior to incorporation of the revised 12-1900 into the Land Development Code.

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 complaints.

12-1906.07 Final 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 Plan. The final copy of the Plan shall be paper. 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 Oil and Gas Facility is proposed that an application for a Administrative Use by Special Review for an Oil and Gas 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 before the time of filing the application for the Oil and Gas Facility with the County. The property owner of record, as identified in the County Assessor's property records, shall provide the basis for notifications.

The applicant shall provide a sign that shall meet the format prescribed by the County. The sign shall be posted at or before the time of filing the application for the Oil and Gas Facility with the County.

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 Oil and Gas Facility within thirty (30) calendar days from the date of complete submittal by the applicant, or at such time as proof of the COGCC 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)-calendar 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 shall only be valid for five (5) years unless the Oil and Gas 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 the Oil and Gas 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 Oil and Gas 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 Oil and Gas 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 Oil and Gas 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 any changes in the source or location of water to be used by the Oil and Gas 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 Oil and Gas 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.

W15-002 BOCC Draft 01/03/2017 Hearing – NOTE: This Section was amended in 2016 to retitle the section to ENERGY FACILITIES and to add provisions for small-scale solar facilities. The changes shown herein will be incorporated into the newly adopted text prior to incorporation of the revised 12-1900 into the Land Development Code.

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

12-1913 COGCC AND COUNTY APPROVALS REQUIRED

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

W15-002 BOCC Draft 01/03/2017 Hearing – NOTE: Chapter 13 was rewritten and adopted December 6, 2013, with changes to be effective and incorporated into the Land Development Code April 1, 2017. The changes noted in this draft will be reflected in the new Chapter 13, as well as in the currently adopted Chapter 13, when it goes into effect.

CHAPTER 13 ZONING PROCEDURES

SECTION 13-100 PLANNED UNIT DEVELOPMENT (P.U.D.)

13-101 INTENT

13-101.01 The alteration of established land uses and/or development criteria, can substantially affect the overall planning of unincorporated areas in Arapahoe County. Therefore a rezoning process has been established, in accordance with the Administrative Provisions of this document, to provide for the review of land use and/or development criteria revision requests.

13-101.02 As defined in the Definitions Chapter of these regulations, a Planned Unit Development is an area of land controlled by one or more landowners to be developed under unified control or unified plan of development for a number of residential, commercial, educational, recreational, or industrial uses or any combination of the foregoing, the plan for which may not correspond to lot size, bulk or type of use, lot coverage, open space and/or other restrictions of the existing land use regulations.

13-101.03 The P.U.D. process is intended to prevent the creation of a monotonous urban landscape by allowing for the mixture of uses which might otherwise be considered non-compatible, through the establishment of flexible development standards, provided said standards:

A. Recognize the limitations of existing and planned infrastructure, by thoroughly examining the availability and capability of water, sewer, drainage, and transportation systems to serve present and future land uses.
B. Assure compatibility between the proposed development, surrounding land uses, and the natural environment.
C. Allow for the efficient and adequate provision of public services. Applicable public services include, but are not limited to, police, fire, school, park, and libraries.
D. Enhance convenience for the present and future residents of Arapahoe County by ensuring that appropriate supporting activities, such as employment, housing, leisure-time, and retail centers are in close proximity to one another.
E. Ensure that public health and safety is adequately protected against natural and man-made hazards which include, but are not limited to, traffic noise, water pollution, airport hazards, and flooding.
F. Provide for accessibility within the proposed development, and between the development and existing adjacent uses. Adequate on-site interior traffic circulation, public transit, pedestrian avenues, parking and thoroughfare connections are all factors to be examined when determining the accessibility of a site.
G. Minimize disruption to existing physiographic features, including vegetation, streams, lakes, soil types and other relevant topographical elements.
H. Ensure that the amenities provided adequately enhance the quality of life in the area, by creating a comfortable and aesthetically enjoyable environment through

conventions such as, the preservation of mountain views, the creation of landscaped open areas, and the establishment of recreational activities.

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

13-101.04 The criteria, just stated, must be addressed prior to approval of any P.U.D. requests, and are intended to provide clarity of purpose and direction for applicants, neighbors, concerned citizens, and Arapahoe County decision-makers.

13-101.05 In a standard P.U.D., the development standards are established after the completion of two steps: the Preliminary and Final Development Plans. The final document must achieve the County's nine stated goals for P.U.D. zoning, and must comply with all other applicable restrictions of the Regulations. The preliminary development plan ("PDP") establishes general land uses and siting restrictions, including proposed site development criteria. Through these proposed criteria, the PDP must show, in general terms, how the development will achieve the standards for planned-unit development zoning. The FDP must meet the PDP-minimum development standards and also be an application which is desirable overall when weighed against the P.U.D. standards.

13-101.06 Another form of P.U.D. available for certain types of development proposals is the Master Development Plan ("MDP"). At the time of creation, and until later expanded by resolution of the Board of County Commissioners, the MDP is available only for Office Park Developments and Light Industrial Park Development, as defined in the Definitions Chapter of these regulations. Retail may be allowed as a use by special review within a MDP proposal. Multifamily residential may also be allowed as a use by special review and will be considered as a secondary use within a proposed or existing MDP. The process creates a single development plan that is more refined and more precise than that required for a PDP, while allowing the developer flexibility in establishing specific building architecture and site layout details, to the extent set forth in the MDP, through a subsequent Administrative Site Plan (ASP) approval process. The MDP enables a staff-level review of individual site plans as provided in the MDP. An MDP may be accompanied by a development agreement, which may contain additional standards, restrictions or conditions related to the development; may provide guidance for the interpretation and implementation of the MDP; and may establish vested property rights pursuant to C.R.S. 24-68-101, et. seq. Section 13-112 of these Regulations. An MDP also may qualify for establishment of vested property rights as a site specific development plan, all as further described in Section 13-112 of these Regulations.

13-102 GENERAL PROVISIONS

13-102.01

All applications for amending the Zoning Map after the adoption of these Regulations shall follow either the procedures outlined herein for a PUD or those described for rezoning to a conventional zone district (see Section 13-200).

13-102.02

Zone changes may be initiated by the Arapahoe County Planning Commission, the Arapahoe County Board of County Commissioners, by the owner of record, or by joint application of

the owner of record together with a potential purchaser under a bona fide contract and/or agreement for sale.

13-102.03
When zone changes are initiated by the Arapahoe County Planning Commission or by the Arapahoe County Board of County Commissioners, the owners of record and/or contract purchaser shall be notified by certified mail of the intended zone change. The Planning Commission and/or Board of County Commissioners shall adhere to posting, publication, and hearing procedures.

13-102.04
All Planned Unit Development Applications, including applications for modified uses and setbacks in a conventional zone district, shall follow the P.U.D. procedure outlined in this chapter. For purposes of mapping, notice and general information, the P.U.D. shall be identified with a label of the zone district most closely resembling the use(s) requested. For example, if the owner wishes to develop their land with a modification to the uses specified in the B-1 district, the P.U.D. will be labeled as B-1 P.U.D. The identification of the zone district is only to establish a general category of uses. The development criteria shall be the criteria stated on the P.U.D. The development criteria stated for the zone district shall be applicable only when the P.U.D. fails to address the criteria at issue.

13-102.05
The owners of land wishing to develop their land under the A-E, A-1, A-2 or F zoning district shall be required to submit a Zoning Plan along with Preliminary and Final Plats (if necessary). The Zoning Plan shall show how the proposed development conforms to the requirements set forth in these Regulations for the appropriate district (i.e., permitted uses, building heights, minimum lot area, setbacks, etc.).

13-102.06
Amendments to an existing P.U.D. require either the signature of all owners listed on the P.U.D. signature document, or in cases where the signature of all owners is not attainable, the signature of the owners(s) of the proposed amendment plan. For amendment cases where governing P.U.D. owner signatures cannot be obtained, the Planning Division Manager shall send a notice letter to all owners listed on the governing P.U.D. signature stating there may be impacts to their property and recommend they evaluate those possible impacts. Such notice shall be sent no less than 30 days prior to the Planning Commission public hearing.

13-102.07
Amendments to approved P.U.D. documents, which do not qualify for the Administrative Amendment procedure as defined in these regulations, are to follow the processes described in this Chapter.

13-102.08
The Board of County Commissioners shall have the power to condition approval of individual land use applications upon the receipt of signatures of additional persons with record interests in the land which is the subject of the land use application. Signatures of persons that appear on a land use application or on a final version of an approved land

development plan shall constitute such person's irrevocable consent to the action requested or reflected on or in the document.

13-102.09
The Planning Division Manager will have the right to add or waive requirements as may be recommended.

13-102.10
All new FDP's, PDP's, ASP's and MDP's from the date of this ordinance revision must meet the requirements of the Parking, Landscape and Lighting sections of this Land Development Code.

13-102.11
All PUD's shall allocate minimum unobstructed open space based upon the net site area as follows:

Industrial	20%
Commercial	20% single story; 5% for each additional story, up to a maximum of 35%
Residential – Single Family	10%
Residential – Moderate Density	30%
Residential – High Density	35%

13-103 GENERAL PROCESS (PDP, FDP, STREAMLINED FDP, AND MDP)
The Standard Planned Unit Development process requires the execution of both a Preliminary Development Plan (PDP), and a Final Development Plan (FDP).

13-103.01 PRELIMINARY DEVELOPMENT PLAN (PDP)
A. A Preliminary Development Plan, as defined in the Definitions Chapter of these regulations, is the first step in establishing land uses and siting restrictions for a parcel of land. The uses and siting restrictions permitted by the PDP set the general parameters with which the development must comply. The uses, minimums and maximums provided in the PDP will be reviewed at the Final Development Plan stage to further determine the appropriateness for the particular site and neighborhood.
B. Once a PDP has been approved, an FDP which complies with the terms, conditions and requirements of the approved PDP must be submitted and approved prior to the issuance of building permits for improvements to any site or sites within the project covered by the PDP.

13-103.02 FINAL DEVELOPMENT PLAN (FDP)
A. A Final Development Plan, as defined in the Definitions Chapter of these regulations, is the second step in establishing approval of land uses and siting restrictions for a development. This document provides specific information on the uses to be permitted and the manner in which they may be situated on the property.
B. If the submitted Final Development Plan proposes substantial criteria changes from those approved on the Preliminary Development Plan, the applicant may be required to amend

the PDP prior to submitting the Final Development Plan. The thresholds for determining whether an Amendment to an approved Preliminary and/or Final Development Plan can be processed administratively can be found in the Administrative Amendment section of these regulations.

13-103.03 STREAMLINED FINAL DEVELOPMENT PLAN (FDP)

A. The intent of the streamlined FDP Review Process is to conduct one public hearing with the Planning Commission and then have the Board ratify the Planning Commission decision without conducting a second public hearing. Using this process, applications may be processed in a timely manner while allowing for public review.
B. The Streamlined FDP Review Process applies only to FDP applications submitted within PDP's that were applied for (or amended to comply with this Section) after November 1, 1999. Such applications shall be referred to in this Section as "eligible FDP applications". The new process will not be available for FDP applications arising out of a PDP applied for or acted upon prior to November 1, 1999 unless the text of the PDP specifically allows for review under this Section.
C. For purposes of this section, the Final Development Plan establishes land use siting restrictions for a development necessary to ensure that the final site design satisfies each of the PUD zoning goals set forth in these Regulations. The FDP document provides specific enforceable standards relating to the land uses and the manner in which they will be situated on the property.

13-103.04 MASTER DEVELOPMENT PLAN (MDP)

A. A Master Development Plan, as defined in the Definition Chapter of these regulations, is an alternative to the standard Planned Unit Development process available for Office Park Developments and Light Industrial Park Developments or other eligible types of development as the Board may determine in the future. Retail may be considered as a use by special review within these office and light industrial park developments. Multifamily residential may also be considered as a use by special review within these office and light industrial park developments. The process for approval of an MDP shall be the same as the process for approval of an FDP (except that an approved PDP shall not be a prerequisite for submission or approval of an MDP).
B. Preliminary, Final and Master Development Plans requested on parcels located within the "Area of Special Interest" shall also be required to follow those procedures.
C. Although prepared before final architectural and site layout details are determined, the MDP sets forth one or more proposed development scenarios for the project. It also establishes development parameters that are more refined and more precise than those set forth in the PDP. The MDP shall commit to provide infrastructure and required public improvements as set forth in a master subdivision improvements agreement, approved in connection with the MDP or related subdivision approvals, covering the entire project and each phase thereof. The MDP may also establish conditions on approval of subsequent ASPs (Administrative Site Plan) to assure that construction of or payment for infrastructure, and/or dedication of public easements, rights of way or sites, occurs when warranted in light of the stage of development within the MDP. Except as otherwise provided in the MDP, ASP applications and applications for building permit approvals may be processed concurrently.
D. No ASP applications shall be submitted until the obligations of the master subdivision improvement agreement for public or private improvements related to such ASP

application has either been constructed and approved by the County or appropriate collateral for such improvements has been accepted by the County. Each MDP shall establish the signatures required to authorize amendments to the MDP or rezonings of property within the MDP. To assure that free-standing non-Professional Office uses are consistent with the general office character of the overall development, the MDP may establish appropriate conditions and restrictions on such uses (including, but not limited to, size, architecture, site layout, signage, siting restrictions and other physical constraints, and/or conditional approval subject to Use By Special Review procedures prior to or in conjunction with review of ASP submittals).

13-104 SUBMITTAL PROCESS FOR PDP, FDP AND MDP

13-104.01

Applicants are required to meet with the Planning Division prior to formal submittal of a PDP, FDP or MDP request (unless waived by the Planning Division Manager) in order to obtain input into the appropriateness of the request. Unless the MDP states otherwise, a pre-submittal meeting shall be necessary with each ASP, unless waived by the Planning Division Manager or unless the Planning Division is unable to hold the pre-submittal meeting within 5 business days after a written meeting request is received by the Planning Division Manager or his designee.

13-104.02

Following the Pre-submittal meeting, the applicant must complete all of the requirements of the Formal review process as prescribed by the PWD Department. Any portion of the Formal submittal requirements may be waived in writing by the Planning and/or Engineering Division Managers. (contact the Planning Division for details)

13-104.03

As part of the review process, referral agencies are notified and have the opportunity to respond in writing. The applicant may be required to pay any fees assessed by these referral agencies in advance of their review. This referral period is **up to** 30 **calendar** days and can be extended by up to 30 additional **calendar** days by mutual consent of the applicant and the Planning Division Manager or designee. Failure of an agency to respond within the prescribed time period or extension period shall be deemed approval.

13-104.04

Following referral agency review, the applicant and PWD Department staff will meet to discuss the applications readiness for the Planning Commission hearing. If the PWD Department determines that the application is not ready for hearing, the applicant will be required to revise the application per County and outside referral agency comments.

13-104.05

Once the PWD Department assesses that the application is ready to proceed to the Planning Commission, a reserved date will be set.

13-104.06

The Development Plan submittal, along with the available comments of the Planning and Engineering Staff and appropriate referral agencies shall be presented at a public hearing to the Planning Commission, which shall inform the applicant of its recommendations.

13-104.07

Following the recommendation by the Planning Commission, the staff planner shall schedule the Development Plan (when applicable) with the Board of County Commissioners for final consideration. The applicant shall be notified of the hearing date and time.

13-104.08 Board of County Commissioners

A. The Board of County Commissioners will take one of the following actions at the hearing: 1. approve as submitted; 2. approve with conditions; 3. continue or table to a date certain (for further information, etc.); 4. take the request under advisement; 5. or deny.

B. The Board may utilize standard conditions of approval and standard motions for approval which incorporate other requirement conditions, limitations or restrictions. The Board's decision shall be based upon the evidence the record relating to the application, applying the standards set forth in this Chapter For MDP applications, in evaluating the application against the standards in this Chapter the Board may consider the fact that the MDP will allow for expedited, administrative approvals of buildings following MDP approval, and may deny approval in cases where the Board determines that sound zoning and planning principles are best served by a public hearing process for final site plans. The Board may also impose conditions upon approval of ASPs, which conditions shall be stated in the MDP, as necessary to ensure that the development will not occur in advance of the availability of necessary infrastructure, permits, dedications or easements.

13-104.09

If denied by the Board, the submittal of a new application and processing fee shall be required in order to pursue the proposed development. The resubmittal of a Development Plan application for the same or substantially same request, as determined by the Planning Division Manager or designee, shall not be accepted for a one year period from the date of such denial. The applicant may appeal the decision of the Planning Division Manager or designee, in writing, to the Board within 10 **calendar** days from the date of the decision. The Manager may allow an application to be withdrawn, without prejudice, at any time during the process.

13-104.10

The applicant shall be responsible for public notice, prior to the Planning Commission and Board of County Commissioners hearings, in compliance with the public notice requirements in Chapter 17 of this Land Development Code.

13-104.11

"Notice of Public Hearing" sign(s) shall be removed from the subject property within two (2) weeks of the hearing which it advertises.

13-104.12

Once the Board of County Commissioners acts on a PDP or FDP request, the applicant and/or duly appointed representative will be notified of the Commissioners' decision as soon as practicable. Copies of the Board of County Commissioners Resolution may be obtained at the office of the Board of County Commissioners. The official County Zoning Map is revised after the Board of County Commissioners Chair~~man~~ signs the final reproducible

mylar of the Preliminary Development Plan (or, in the case of rezoning to an A-E, A-1, A-2 or F district, the Zoning Plan).

13-104.13
Building permits may be issued after the Board of County Commissioners Chair~~man~~ signs the final reproducible mylar of the Final Development Plan (assuming the land has been final platted prior to or concurrent with Final Development Plan approval, if necessary).

13-105 STREAMLINED FDP PROCESS

13-105.01 SUBMITTAL AND PROCESS

Eligible FDP applications shall be reviewed in accord with criteria and standards outlined in this section. Application submittal and processing for PDP and associated FDP applications will occur in accord with standards outlined in these regulations. Public posting and mailing notification shall conform to standards outlined in Chapter 17 of this ordinance.

13-105.02 ANALYSIS

13-105.02.01 PDP Minimum Requirements

All PDP applications submitted after November 1, 1999, and all eligible FDP applications, shall comply with PUD standards of these regulations and with the requirements of this Section. The applicant shall have the burden of proving that the application fulfills all applicable standards and requirements in the Land Development Code, and shall include with the application written evidence and analysis to show the application is sufficient and in compliance with this requirement.

13-105.02.02
PDP applications shall be accompanied by evidence and analysis establishing, for each use proposed, that;

A. The uses, on each site permitted by the application, meet the standards for PUD zoning in these Regulations;
B. There is a public need for each use permitted by the application, and for each amendment to zoning criteria permitted by applications for PDP amendments; and
C. The application contains sufficient restrictions to prevent the submission of FDP applications that do not fulfill the zoning analysis.

13-105.02.03
Staff shall require that applicants submit sufficient site-specific analysis and evidence to clearly define the proposed land uses and the manner in which they are to be situated on the plan. Such analysis and evidence shall include, but not be limited to:

A. Compatibility of each proposed land use with other uses proposed within and allowed adjacent to the proposed PDP plan area;
B. Existing and proposed traffic patterns and access locations;
C. Mitigation of noise for uses within and adjacent to the proposed PDP plan area;
D. Buffering and screening of dissimilar uses within and adjacent to the proposed PDP plan area;
E. Lot size requirements;
F. Evidence to show the plan meets existing County parking standards;
G. Architectural character and standards;
H. Landscaping standards; and

I. Any other potential impacts associated with development of the proposed plan

13-105.02.04
If the land within the application has not been platted and multiple sites are contemplated, the PDP shall include minimum requirements for lot size, access, and screening to ensure that the final siting of allowed uses will satisfy current PUD standards

13-105.02.05
The Planning Division shall have the authority to require that more information be submitted or depicted prior to or after referrals are sent and received to ensure that the ramifications of the PDP application are clear and easily understood. Such information will allow staff to address and resolve issues that arise as a result of analysis by staff, referral agencies or citizen comment.

13-105.02.06
All PDP's shall include a statement describing the owner, tenant, mortgagee or owners association signatures required on any administrative or formal application for amendment of the PDP. Unless otherwise specified on the PDP application, the PDP will contain a statement that an application for amendment will be eligible for processing and approval so long as it is signed by the owner(s) of all sites upon which the amendment will apply, without regard to whether the amendment is authorized or approved by the owners association, tenants, mortgagees or adjacent owners.

13-105.02.07
The requirements and standards set forth in the PDP shall comply with all applicable requirements in the Land Development Code, and shall otherwise achieve the goals of the Comprehensive Plan and the Land Development Code. Only defined terms and uses shall be included within a PDP.

13-105.02.08
Eligible FDP Review. Platting of lots within a PDP shall be consistent with the zoning analysis supporting the PDP. The analysis of whether specific land uses shall be permitted on specific site shall not be a part of the FDP review because such analysis will occur at the PDP stage.

13-105.03 ACTION
A. For all eligible FDP applications, the Planning Commission will take one of the following actions at the hearing: 1. approve (as submitted or with additional conditions); 2. continue or table to a date certain (for information, etc.); 3. take the request under advisement to a date certain; 4. or deny.
B. The Planning Commission may utilize standard conditions of approval and standard motions for approval, which incorporate other requirement conditions, limitations or restrictions. The Planning Commission's decision shall be based upon the evidence presented, the record relating to the application, and applying the standards set forth in this section.
C. Following Planning Commission action, the FDP application shall be placed on the consent agenda of the Board of County Commissioners for final action. The case will be scheduled for ratification by the Board of County Commissioners, unless

prior to ratification, a majority of the Board members desire that the application be scheduled for a public hearing. If the application is rescheduled for a Board of County Commissioners public hearing, the hearing shall be *de novo*, and the Board's action shall be based upon the record developed at the Board hearing. The applicant shall be notified of the County's decision to schedule the application as a public hearing, and shall be responsible for complying with the County's notice requirements for the hearing.

13-105.04 REQUEST FOR BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING

A. Any person or agency affected by the Planning Commission decision on a FDP application may request that a public hearing be held with the Board of County Commissioners by presenting a written objection to the Board and Planning Division Manager within 10 **calendar** days of the Planning Commission action. Following receipt of a written objection, County staff will inform the Board and applicant of such written objection. The case may be scheduled for a public hearing if a majority of the Board of County Commissioners members desire to conduct a public hearing and the public hearing shall be *de novo.* The Board's action on any request for review of the Planning Commissions decision shall be based upon the record developed at the Board hearing.

13-106 GENERAL SUBMITTAL REQUIREMENTS - (PDP AND FDP PLANS)

A. The Planning Office provides a Submittal Requirements Matrix; this matrix lists all required items to submit a project, including the number of copies required for each item. Other submittal requirements may be required based on the Planning Division review.
   1. Completed land use application (Available from the Planning Division office)
   2. Application fee (Fee Schedule available from the Planning Division office)
   3. Written Letter of Intent that explains, justifies, and validates the request, stating all facts relied upon and provides documentation where possible. (A detailed description
   4. is available from the Planning Division office)
   5. Proof of ownership, which includes a current or updated title insurance policy or title commitment no more than ~~ninety days~~ six (6) months old.
   6. A notarized letter of authorization from all landowners permitting a representative to process the application with a disclaimer that no other party's consent is required.
   7. Preliminary or Final Development Plan Exhibit with all supporting documents required by staff (per Chapter 13, herein). The format for all plans and plats shall be in upper sans serif. Font size shall be readable when plans are reduced to an 11x 17 inch size. No plans or plats shall include copyright restrictions.
   8. Technical Report: Phase I (PDP) and Phase III (FDP) drainage plans shall be initially submitted to the Planning Division. The staff planner shall forward the plans to the Arapahoe County Engineering Division.
   9. Technical Report: A Traffic Study prepared in accordance with the Arapahoe County Guidelines for Traffic Impact Studies unless otherwise waived by the Engineering Division.

13-107 PLAN EXHIBIT (PDP only)

The Preliminary Development Plan shall be a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) on 24" x 36" single/double matte mylar. The drawing shall be in upper case sans serif with a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee and shall contain the following information:

A. Project name, type of proposal (Preliminary Development Plan, P.U.D. Amendment, etc.), legal description of the total land area, date of the drawing, scale and north arrow.
B. Vicinity map with north arrow (scale of 1"=2,000' preferred) with an emphasis on the major roadway network within one (1) mile of the proposal.
C. Both existing and proposed zoning of the site. Existing zoning and densities (or, in the case of non-residential zoned properties, approved floor area ratios) of adjacent properties.
D. Existing land uses and densities which are requested to continue until development. Specify requested duration of existing uses.
E. Proposed densities of the development at full build-out in residential units per gross acre and/or non- residential gross floor area ratios (F.A.R.).
F. Proposed land uses for the entire plan, the total square footage and acreage of each use, and the percentage of the entire plan of each use.
G. Proposed site development criteria, including setbacks, distances between structures, maximum building heights, unobstructed open space, maximum lot coverage of structures, parking ratios and any other criteria, as appropriate.
H. If the application is a P.U.D. Amendment, a chart comparing the criteria on the latest approved Preliminary Development Plan with the criteria proposed by the P.U.D. Amendment, including uses permitted, maximum building heights, unobstructed open space, maximum lot coverage of structures, setbacks, distances between structures, parking ratios and any other criteria, as appropriate. (A blank Development Comparison Chart can be obtained from the PWD Department.)
I. Proposed general locations of structures and parking, if known.
J. Proposed criteria for signage types, locations and maximum dimensions, if known. (If not stated, the Sign Code contained herein shall govern).
K. Estimated size and general location of public sites.
L. Existing and proposed right(s)-of-way widths for all existing/proposed internal and external roadways.
M. Existing and proposed public and/or private roadways and their conceptual points of access to adjacent and/or external roadways.
N. Existing topography with contour intervals of two feet (2') or less, tied to U.S.G.S. or other acceptable datum.
O. Structures located on the south side of streets or highways may be required to provide additional building setbacks, depending on structure height, to allow necessary snow and ice melt from adjacent streets and sidewalks.
P. Owner(s) of Record signature block, and notary. (See Chapter 16).
Q. Applicable notes approved by the Board of County Commissioners which regulate the development (Airport Influence Area note, off-site improvements note, etc.).
R. Planning Commission review statement and Board of County Commissioners signature block.
S. Additional information may be requested by the PWD Department, as appropriate to the request, and information required above may be waived by the Planning Division Manager if it is deemed to be inappropriate to the request.

T. Lettering for all plans needs to be upper case sans serif. All lettering must be a minimum 12-point font unless otherwise approved b the Planning Division Manager or designee.
U. The County will not accept any plans or plats that have copyright restrictions.
V. All Standard Notes, Certificates and dedications required by the Arapahoe County staff shall be included on the plat as described in Chapter 16 herein. Any modifications to these notes must be approved by the County Attorney. All Standard Notes not meeting these specifications shall be removed.

13-108 PLAN EXHIBIT (FDP only)

The Final Development Plan shall be a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) on 24" x 36" single/double matte mylar. The drawing shall be in upper case sans serif with a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee and shall contain the following information:

A. Project name, type of proposal (Final Development Plan), legal description of the Plan's land area, date of the drawing, scale, north arrow and existing zoning of the site.
B. Vicinity map with north arrow (scale of 1"=2,000' preferred) with an emphasis on the major roadway network within one (1) mile of the proposal.
C. Commercial Development: The graphic location, dimensions, maximum heights and gross floor area of all existing and proposed structure(s), the use(s) to be contained within, and the location of entrances and loading points/service areas.
D. Residential Development: Graphic representations showing the building types proposed, i.e. single family detached, single family attached, or multifamily. Graphic representations should also identify the general height of dwelling units, i.e. 1, 1 1/2, 2, 2 1/2, or 3 stories in height and graphically include the general layout, elevation, and perspective of detached garages to determine if they are one or two story in height. Perspectives should be provided to clearly identify the design and character of standard streetscapes and open space areas.
E. Chart comparing all of the regulations and requirements of the proposed Final Development Plan with those of the approved Preliminary Development Plan regarding the proposed use(s), building heights, gross floor area, residential density, gross floor area ratios, setbacks, open space, parking ratios, etc.
F. Existing and proposed finished grade topography at two foot (2') contours or less tied to a U.S.G.S. or other acceptable datum.
G. All proposed curb cut and driveway locations and dimensions, off-street parking locations, dimensions and total numbers by type (full size, ~~compact, handicap~~ accessible, etc.), and types of surfacing, such as asphalt paving, concrete, gravel, etc.
H. Location(s) and dimension(s) of all existing access points on immediately adjacent properties.
I. Public and private utility service lines and/or main lines with appurtenances, and location(s) and dimension(s) of all existing/proposed easements.
J. All walks, open areas and recreation areas, with a description of these improvements.
K. Location of outdoor trash receptacle systems.
L. Provision for access by emergency vehicles.
M. Location and dimension and surface treatment of drainage easements, volume capacity of all drainage ponds, and the size of the outlet restrictor.
N. An illustrative landscape plan showing locations and general types of all

Proposed landscaping materials, including fences, walls, planters and any other landscaping features. (Refer to Chapter 12).

O. A signage plan describing and illustrating the size, location, type and material of all signs.
P. Location, type and height of lighting devices. (Refer to Chapter 12).
Q. Commercial: Representative architectural elevations of all sides of proposed structures which show building heights, colors and general textures of materials to be used on the exterior of the proposed buildings.
R. Residential: See Chapter 13
S. Structures located on the south side of streets or highways may be required to provide additional building setbacks, depending on structure height, to allow necessary snow and ice melt from adjacent streets and sidewalks.
T. Approved Owner(s) of Record signature block and notary (Chapter 16).
U. Applicable notes approved by the Board of County Commissioners which regulate the development (Airport Influence Area note, off-site improvements note, etc.).
V. Planning Commission review statement and Board of County Commissioners signature block.
W. Additional information may be requested by the Planning Division as appropriate to the request. Information required above may be waived by the Planning Division Manager if it is deemed to be inappropriate to the request.
X. Lettering for all plans needs to be upper case sans serif. All lettering must be a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee.
Y. The County will not accept any plans or plats that have copyright restrictions.
Z. All Standard Notes and Certificates required by County Staff shall be included on the Plan as described in Chapter 16. Any modifications to these notes must be approved by the County Attorney. All notes not meeting these specifications shall be removed.

13-109 MASTER DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

A. The Master Development Plan establishes development parameters and restrictions that provide a greater level of detail than that required for a PDP but a lesser degree of detail than that required for an FDP or ASP. These parameters and restrictions establish reasonably certain and predictable land use entitlements upon which both the County and the developer may rely, while allowing the developer flexibility in establishing specific building architecture and site layout details through a subsequent ASP approval process. The MDP will also set forth specific development restrictions and limitations that are known, such as view corridor and perimeter screening requirements.
B. Included within the MDP will be at least one depiction of a potential finished development scenario. Unless so stated in the MDP or in an accompanying development agreement (if any), the depictions will not be construed as the only permitted site layout but will be construed only as illustrations of one of the possible development scenarios. Even though an MDP may depict a single building in a particular location, a later ASP which depicts multiple buildings in the same general location will still be eligible for approval (and vice versa), and shall be approved if the submittal otherwise complies with the MDP. Unless otherwise provided on the MDP, multiple principal structures may be approved for construction on a single Lot. Unless otherwise provided on the MDP, previously approved FDPs for property within the MDP shall be treated as deemed approved ASPs.

C. The MDP shall be a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) on 24" x 36" single/double matte mylar. The drawing shall be in upper case sans serif with a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee. The MDP submittal shall contain all information required for a PDP submittal, as specified in this Chapter, except that the information set forth in paragraph 13-107.H shall not be required. The MDP submittal shall additionally include the following information, provided that staff may waive any requirement that it deems unnecessary or unduly burdensome under the circumstances of a particular submittal:
    1. A completed application form, which shall include the project name, a narrative description of the proposed MDP, and contact information for applicant and consultant team members involved with the MDP submittal.
    2. Proof of ownership.
    3. A description of the permitted uses (subject only to ASP review), conditional uses (subject only to ASP review), uses allowed by special review, maximum building heights, maximum gross floor area, maximum gross floor area ratio, minimum setbacks, minimum open space, minimum parking ratios and other development standards proposed in the MDP, together with a comparison of the MDP standards and uses with the existing zoning standards. A comparison chart shall be included on the MDP document.
    4. A description of the approximate quantity, size, general location, type and material of signs, and any applicable or proposed conditions, restrictions or limitations. At the applicant's discretion, this requirement may be satisfied by a master sign plan for the project approved in conjunction with the MDP or at any time thereafter.
    5. The geographic location, quantity, dimensions, heights and gross floor area of all existing structures, along with a statement describing how the existing structures will be incorporated into the MDP; the approximate geographic location, architectural character, quantity, dimensions, heights and gross floor area of all proposed structure(s); the conceptual location of building entrances and loading points/service areas; the proposed use(s) to be contained within such structures; and any applicable or proposed conditions, restrictions or limitations. The applicant shall also describe any FDPs approved for property included within the MDP and state the extent to which such FDPs are intended to be incorporated within or otherwise survive approval of the MDP.
    6. Locations of existing access points on immediately adjacent properties (which shall be updated as necessary in conjunction with each subsequent ASP). A general description and geographic location of the proposed approximate curb cut and driveway locations and dimensions, and proposed approximate off-street parking locations and ratios, and any applicable or proposed conditions, restrictions or limitations.
    7. Proposed finished grade topography at two (2) foot contours or less, tied to U.S.G.S. datum.
    8. A description of the type and height of lighting devices, and any applicable or proposed conditions, restrictions or limitations.
    9. A graphic depiction of landscape standards, street cross-sections showing all landscape materials, street perspectives depicting the streetscape theme, and criteria for proposed irrigation systems, caliper of deciduous trees, height of evergreen trees, and gallon size of shrubs, and any applicable or proposed

conditions, restrictions or limitations. All landscaping will comply with Arapahoe Landscape Standards in accordance with Chapter 12 herein.

10. A general description of width and turning parameters for emergency vehicles access.
11. If applicable, a general description of proposed sidewalks, walkways, open areas and recreation areas, and outdoor trash receptacle systems, and any applicable or proposed conditions, restrictions or limitations.
12. Location and description of existing public and private utility service lines and main lines, together with the locations and dimensions of any existing easements, and any applicable or proposed conditions, restrictions or limitations.
13. Traffic Study which may be in the form of a previously-approved master traffic study for the development if certified as current and reliable and in conformance to all existing County requirements). In addition, following approval of an MDP, the County may require annual master traffic study updates, utilizing data collected within 2 months of the date of the update. Each update must provide a certified analysis prepared by a Colorado licensed professional traffic engineer which states that traffic conditions, columns and movements and intersection levels of service existing as of date of the update conform in all respects to the traffic projections and analysis set forth in the Master Traffic Study. The update shall include data and analysis conforming to the County's "Guidelines for Traffic Impact Studies" then in effect, including but not limited to: (i) Intersection Capacity Analysis; (ii) Current 24-hour bi-directional traffic counts for all roadways in and adjacent to the MDP; (iii) Critical Movement Analyses; (iv) Progression Analyses; (v) graphical and tabular comparative analyses of the traffic generation within the Project MDP that was analyzed (and predicted) by the Master Traffic Study and the current traffic generation within the Project MDP; (vi) graphical and tabular comparative analyses of the projected increases in background traffic analyzed by the Master Traffic Study and the actual increase in background traffic; and (vii) warrant study projections for all traffic control devices, including but not limited to signalization and acceleration and deceleration lanes. If the Code requirements relating to traffic are amended after the approval of the Master Traffic Study, the updates must analyze the infrastructure requirements and restrictions required by the Code and propose a means acceptable to the Board for complying with the new requirements. The updates must be certified by Colorado licensed professional traffic engineer based upon the studies and analyses conducted by or under the supervision of such engineer.
14. Drainage Report (which may be in the form of a previously-approved master drainage report for the development.
15. A copy of all current recorded covenants, conditions and restrictions applicable to the property, and all other private architectural and use guidelines and restrictions in effect at the time of submittal, together with a description of any changes proposed to take effect prior to or after the adoption of the MDP, to the extent then known.
16. A depiction of one or more possible buildout scenarios for the development, which complies with the assumptions and limitations of the underlying traffic and drainage studies, and complies with all applicable conditions, restrictions and limitations shown on the MDP.

17. Architectural design guidelines for the development with graphic illustrations depicting the architectural character, of structures and exterior wall materials, and any applicable or proposed conditions, restrictions or limitations.
18. If appropriate, suggested language regarding appropriate conditions and restrictions on the uses set forth in the MDP submittal (including, but not limited to, siting restrictions and other physical constraints, or conditional approval subject to Use by Special Review procedures prior to, or in conjunction with, review of ASP submittals).
19. A statement describing the owner, tenant, mortgagee, or owner association signatures required on any administrative or formal application for amendment of the MDP. Unless otherwise specified by the MDP applicant, the MDP will contain a statement that an application for amendment will be accepted for processing so long as it is signed by the owner(s) of all sites upon which the amendment will apply, without regard to whether the amendment is authorized or approved by the owners association, tenants, mortgagees, or adjacent owners within the MDP.
20. Proposed language addressing the need, if any, for platting, easement or fee interest (such as right-of-way and parks) dedications, infrastructure funding or construction prior to, concurrent with or subsequent to submission of ASP applications.
21. Proposed language, if any, regarding concurrent submittal and review of subsequent ASP applications and building permit applications pursuant to the MDP.
22. Board of County Commissioners, Planning Commission and Owner signature/approval blocks.
23. The Planning Division shall have the authority to require more information be submitted or depicted prior to or after referrals are sent, for the purpose of ensuring that the ramifications of the MDP are clear and easily understood, and for the purpose of addressing and resolving issues which arise as a result of analysis by staff, referral agencies or citizen comments.
24. The submittal requirements are provided to guide the preparation of the MDP. Final plan content shall be determined through the referral process, staff and Planning Commission analysis, and ultimately, the conditions of the Board of County Commissioner approval.

13-110 ADMINISTRATIVE SITE PLAN PROCESS AND SUBMITTAL REQUIREMENTS WITHIN AN MDP

Site plans for areas located within and MDP shall be processed as ASP(s) unless otherwise specified by the MDP process. See Chap 13, Section 400, Administrative Site Plan for information regarding the processing of an ASP.

13-110.01 MDP DESIGNATION

The MDP may designate uses by special review within all or designated areas of the MDP. Retail and multifamily residential uses may be considered within a MDP through the Use by Special Review (USR) procedures. Development of a site for a use designated as a use by special review shall follow the Use by Special Review procedures set forth in these Regulations, as modified by this paragraph. Upon approval of an application for a USR within the MDP, the applicant shall

prepare a reproducible final mylar(s) for signature by the Chair~~man~~ of the Board of County Commissioners, which shall be titled an "ASP for Use by Special Review" for the described site (rather than the "Use by Special Review Plan" required for a non-ASP use by special review). The approved ASP for Use by Special Review shall establish the same entitlements and shall have the same effect as a complete ASP approved pursuant to the procedure set forth below.

13-110.02 PERMITTED USES AND CONDITIONAL USES (SUBJECT ONLY TO ASP REVIEW)

A. Development of a site for uses designated on the MDP as permitted uses (subject only to ASP review) and conditional uses (subject only to ASP review) shall follow the procedures set forth below. Unless the MDP specifically states otherwise, ASP applications for improvements which do not require Use by Special Review approval under the MDP may be submitted after (i) the execution, submission and approval of the MDP final mylar and the master subdivision improvement agreement applicable to the development, (ii) the obligations of the master subdivision improvement agreement for public or private improvements related to such ASP application have either been constructed and approved by the County or appropriate collateral for such improvements has been accepted by the County, and (iii) completion of any other additional review and analysis which the MDP requires to be submitted prior to such submittal. An ASP may cover proposed development of a single or multiple lot(s), and may include a single or multiple primary structure(s) together with any accessory structures. An ASP application must comply with all requirements of the MDP and these regulations, and must comply with the assumptions and limitations of the drainage and traffic studies/reports then in effect for the MDP.

B. A determination of whether a requested non-Professional Office use (such as light industrial, office/warehouse, office/showroom, research and development, hotel and conference facilities, child care facilities, health clubs, retail, multifamily residential, restaurants or other uses) is appropriate to include within a particular development shall be made in connection with review of the application for an MDP with appropriate conditions and limitations included at the time of approval of an MDP.

C. A determination of whether a requested non-Light Industrial use (such as office/showroom, hotel and conference facilities, child care facilities, health clubs, retail, multifamily residential, restaurants or other uses) is appropriate to include within a particular development shall be made in connection with review of the application for an MDP or PDP, with appropriate conditions and limitations included at the time of approval of an MDP, PDP, or FDP.

13-110.03 PROCESSING OF ASP APPLICATIONS WITHIN AN MDP

A. County staff may require the applicant to appear at one or more staff or referral agency meetings to present the application, to respond to specific questions, or to provide further information or analysis concerning the application.

B. A site may have only one approved site plan in effect at any given time. Approval of an ASP application shall constitute rescission of any previously approved but unbuilt ASP or FDP. If a previously approved ASP or FDP includes property covered by the later approved application, the prior plan approval is rescinded.

W15-002 BOCC Draft 01/03/2017 Hearing – NOTE: Chapter 13 was rewritten and adopted December 6, 2013, with changes to be effective and incorporated into the Land Development Code April 1, 2017. The changes noted in this draft will be reflected in the new Chapter 13, as well as in the currently adopted Chapter 13, when it goes into effect.

C. Planning staff shall approve ASP applications which comply with the MDP and these regulations and with the assumptions and limitations of the traffic and drainage studies/reports then in effect for the MDP.

13-110.04 ADMINISTRATIVE APPEAL OF DENIED APPLICATION

The Board shall have the power to deny an ASP application, which, if approved, would result in the violation of an approved FDP or MDP. The Board of County Commissioners may, by resolution, adopt administrative review or appeal procedures for review of denied ASP applications or for review of conditions attached to conditionally approved ASP applications. County processing of ASP applications shall not be final until any available administrative review or appeal procedures are concluded. Applicants shall exhaust any administrative review or appeal procedures in effect prior to exercising any right of judicial review.

13-110.05 APPROVAL CRITERIA

See Chap 13, Section 402 - (Administrative Site Plan) Approval Criteria.

13-110.06 SUBMITTAL PROCESS

See Chap 13, Section 403 - (Administrative Site Plan) Submittal Process.

13-110.07 GENERAL SUBMITTAL REQUIREMTNS

See Chap 13, Section 404 - (Administrative Site Plan) Submittal Requirements.

13-110.08 PLAN EXHIBIT

See Chap 13, Section 405 - (Administrative Site Plan) Plan Exhibit.

W15-002 BOCC Draft 01/03/2017 Hearing – NOTE: Chapter 13 was rewritten and adopted December 6, 2013, with changes to be effective and incorporated into the Land Development Code April 1, 2017. The changes noted in this draft will be reflected in the new Chapter 13, as well as in the currently adopted Chapter 13, when it goes into effect.

13-110.09 OTHER SUPPORTING DOCUMENTS

13-110.09.01 TRAFFIC STUDIES

A. Documentation of conformance with the master traffic study, in the form of a letter update certified by the applicant's engineer as accurate, complete and current as of the date of the letter, which shall be valid for all ASP applications submitted within twelve (12) months of such letter update.

B. A traffic analysis is certified by a Colorado licensed professional traffic engineer that demonstrates, the reasonable satisfaction of the County's Engineering Services Division, that the site design complies with the assumptions and limitations of the then-current version of the Master Traffic Study. The submittal must analyze the traffic demands based upon the maximum occupancy of the development depicted in the ASP application, and shall include (i) new local ground counts, (ii) formal warrant studies as set forth in the Code or the latest edition of the Manual of Uniform Traffic Control Devices for all traffic control devices (including signals and acceleration/deceleration lanes) identified in the Master Traffic study, and (iii) intersection and access point level of service analysis.

13-110.09.02 DRAINAGE STUDIES

Documentation of conformance with the master drainage report, in the form of a Phase III drainage report for the site(s) covered by the submittal. A drainage report, complying with the Board's content and certification requirements for Phase III drainage reports, that demonstrates (i) that the site plan drainage and infrastructure will comply with the Master Drainage Plan, (ii) that sufficient capacity exists, or will be constructed in advance of the projected drainage impacts for all on-site and off-site drainage conveyance facilities required to serve the development described in the application, (iii) that sufficient volume exists to detain the drainage from the Site in conformance with the Master Drainage Plan, (iv) an accounting of the utilization and capacity of the regional detention facilities serving the application which shows available volume to detain the utilization and capacity of the regional detention facilities serving the application which shows available volume of the facilities to detain the drainage from the developed Site, through graphical and tubular analyses which include the total volume of the facilities, the flows from all sources, the volume available presently and after development as depicted in the application, and the volume remaining after the proposed development.

13-110.09.03 RESERVED FOR G.E.S.C. REQUIREMENTS

13-110.09.04 SUDIVIDISION IMPROVEMENT AGREEMENTS

Proposed changes or updates to the approved master subdivision improvement agreement language or cost estimates, if any, needed to ensure that sufficient collateral remains available to secure construction of the improvements associated with the site as developed within the schedule recommended by the County Engineering Services Division.

13-110.09.05 ACCESS TO ASSETS NOT OWNED BY THE DEVELOPER

If development or use of the site as contemplated by the ASP submittal requires the use of property, facilities, or infrastructure owned or controlled by others (such as encroaching into easements, access across other sites or off-site, or use of drainage outfalls or infrastructure under the control of districts or private parties), the submittal is not eligible for processing unless it includes evidence demonstrating that each owner or controlling district of such property, facilities, or infrastructure has granted permission, either in the form of the Board standard easement or other document acceptable to the County Attorney, to use such property, facilities or infrastructure in the manner contemplated by the ASP or otherwise required by the Code.

13-110.10 RESTRICTIONS ON APPROVALS AND PERMITS

County staff does not have the authority to approve ASP applications that exceed the parameters of the MDP or these regulations. Permits issued for development within a site subject to an MDP may contain such conditions as are necessary to ensure compliance with the MDP and with the assumptions and limitations of the traffic and drainage studies associated with the MDP, as those restrictions, assumptions and limitations may be modified as a result of updates to the traffic and drainage studies. Following the termination of the vesting period, if any, associated with the MDP, additional requirements may be imposed on ASP applications received thereafter.

13-110.11 EXPIRATION OF APPROVAL

13-110.11.01

Failure by the applicant to submit all required documentation within 60 days of approval render approval of the development plan voidable resulting in the necessity for a new submittal of the development plan. Resubmittals are subject to all processing fees, submittal requirements and review standards in effect at the time the resubmittal is accepted by the Planning Division.

13-110.11.02

The Planning Division Manager or Designee may grant extensions of time up to twelve (12) months, upon a written request by the applicant or staff for good cause being shown. Good cause may include but not be limited to: signatories are out of state or country, or a major change was requested by the Board of County Commissioners.

13-110.11.03

An extension request shall include a fee and a narrative stating the reasons for the applicant's inability to comply with the specified deadlines. List any changes in the character of the neighborhood, any changes in the County Master Plan, Zoning Resolution or Subdivision Regulations that have occurred since approval of the development plan.
These changes may affect the plan and the anticipated time schedule for completing the platting process. A Fee Schedule is available from the Planning Division office. Additional review of the development plan may occur, resulting in additional conditions as applicable.

13-110.11.04

The denial of an extension by the Planning Division Manager may be appealed to the Board in writing within ten (10) working days of the decision by the Planning Division Manager.

13-110.12 VESTED PROPERTY RIGHTS PROVISIONS

W15-002 BOCC Draft 01/03/2017 Hearing – NOTE: Chapter 13 was rewritten and adopted December 6, 2013, with changes to be effective and incorporated into the Land Development Code April 1, 2017. The changes noted in this draft will be reflected in the new Chapter 13, as well as in the currently adopted Chapter 13, when it goes into effect.

13-110.12.01 GENERAL

In accordance with the provisions of Article 68 of Title 24 C.R.S. as amended (the "Vested Property Rights Act"), an applicant may seek approval of a "vested property right" either by approval of a "site specific development plan" or by approval of a "development agreement" relating to the proposed development. The following approvals shall be eligible for vesting as "site specific development plans": Final Development Plans on property that has received final plat approval by the Board of County Commissioners, qualifying Master Development Plans (described below), and Administrative Site Plans, or such other plans as the Board may designate in an agreement entered into by the County and the landowner. An approved ASP shall automatically be entitled to the same vested rights as have been granted pursuant to the Vested Property Rights Act for the MDP to which the ASP relates, for the same period of vesting which remains for the MDP at the time the ASP is approved.

13-110.12.02 VESTED PROPERTY RIGHTS

Vested property rights, either through a site-specific development plan or a development agreement, may be sought concurrently with or subsequent to approval of a particular development plan, so long as such plan complies with all land use standards and criteria in effect at the time vesting is sought. Unless otherwise specified in a development agreement, the grant of vested property rights shall neither preclude nor require compensation for the application of County ordinances and regulations of general applicability, including but not limited to building, fire, plumbing, electrical and mechanical codes and drainage, flood control, water quality, roadway and other regulations and requirements. The process for seeking a "vested property right" is separate from the process for seeking approval of a development plan. Upon approval of a vested property right, a notice of such approval and creation of a vested property right shall be made by publication in a newspaper of general circulation within the County no later than fourteen days following approval.

13-110.12.03 SITE SPECIFIC DEVELOPMENT PLAN PROCEDURE

The process for establishing a "vested property right" for FDPs, qualifying MDPs and ASPs shall follow the process for approval of a Final Development Plan. This process shall include posting the subject property with a notice of a public hearing relating to a vested property right, publishing notice of the public hearing and providing mail notification of the public hearing to adjacent property owners. If approved, the vesting shall last for a period of three years. This period may be extended by the County to the extent permitted by the Vested Property Rights Act. In considering whether to approve a site specific development plan, the Board may consider whether the applicant has established that the County is able to comply with the requirements of C.R.S. §24-68-105(1) for the vested period without being required to pay compensation to the affected landowner, without injury to others and without requiring variances, exemptions or waivers of County policies, regulations or rights then in effect. The applicant will present certified engineering analyses establishing that the existing and planned infrastructure serving the plan is or will be sufficient, at the time development occurs, to meet the projected demand upon such infrastructure during the vested period. The applicant shall also comply with all other requirements of the County for establishment of vested property rights which may be imposed by resolution of the Board of County Commissioners from time to time. An MDP may be considered to qualify as a site specific development plan for vested property rights purposes following a determination by the Board of County Commissioners that the MDP contains sufficient restrictions, and that any forecasts of future off-site developed land uses, traffic and drainage conditions are sufficiently reliable for the vesting

period of the site specific development plan, to justify the administrative approval of final site plans as allowed by the MDP and these regulations. This determination may be requested at the time of the MDP application, or may be requested after approval of the MDP in connection with an application for vested property rights.

13-110.12.04 DEVELOPMENT AGREEMENT PROCEDURES

The process for establishing a "vested property right" relating a development agreement shall involve negotiation of an agreement between the County and the developer. After a proposed development agreement has been negotiated by staff and the applicant, the Board shall conduct a public hearing at which it shall consider and take action on the proposed development agreement. This process shall include posting the subject property with a notice of the public hearing, publishing a notice of the public hearing and providing mail notification to adjacent property owners. The County shall consider and act upon requests for vested property rights in its sole discretion. To provide guidance to applicants, and not as a limitation on the discretion of the Board of County Commissioners, the County may consider the following in determining to grant vested property rights: (i) whether the plan or project is sufficiently well-defined to justify vesting for the period proposed, (ii) whether there are sufficient corresponding benefits to the County and its citizens to justify granting any or all of the vested property rights requested for the development, (iii) whether any forecasts of future off-site land uses, infrastructure, traffic and drainage conditions are reliable throughout the vesting period, as those studies are required to be updated from time to time; (iv) other factors as outlined in resolutions or policies of the Board, and (v) recommendations, if any, of citizens, County staff and referral agencies. If approved, a development agreement may establish vested property rights for a period exceeding three years to the extent permitted by the Vested Property Rights Act. A development agreement may vest property rights created in previously or contemporaneously approved Final Subdivision Plats, PDPs, FDPs, MDPs, ASPs, master sign plans, master drainage plans, master traffic studies, customized review and approval processes, and any other development approval or process determined by the Board to be advisable under the circumstances, together with all amendments to any such development approvals and processes

13-110.12.05 NOTICE OF APPROVAL OF VESTED PROPERTY RIGHT

Upon approval of a vested property right, a notice of such approval and creation of a vested property right shall be made by publication no later than fourteen days following approval.

W15-002 BOCC Draft 01/03/2017 Hearing – NOTE: Chapter 13 was rewritten and adopted December 6, 2013, with changes to be effective and incorporated into the Land Development Code April 1, 2017. The changes noted in this draft will be reflected in the new Chapter 13, as well as in the currently adopted Chapter 13, when it goes into effect.

SECTION 13-200 CONVENTIONAL ZONING

13-201 INTENT

To provide a process to amend the Zoning Map of any zoning district. A rezoning plan is required whenever a rezoning is proposed from one zone district to another zone district. Therefore, a rezoning process has been established, in accordance with the Administrative Provisions of this document, to provide for the review of land use and/or development criteria revision requests. The criteria listed below shall be considered by the Planning Commission and Board in the review of all rezoning applications. All rezoning applications must meet the following standards:

13-201.01
Recognize the limitations of existing and planned infrastructure, by thoroughly examining the availability and capability of water, sewer, drainage, and transportation systems to serve present and future land uses.

13-201.02
Assure compatibility between the proposed development, surrounding land uses, and the natural environment.

13-201.03
Allow for the efficient and adequate provision of public services. Applicable public services include, but are not limited to, police, fire, school, park, and libraries.

13-201.04
Enhance convenience for the present and future residents of Arapahoe County by ensuring that appropriate supporting activities, such as employment, housing, leisure-time, and retail centers are in close proximity to one another.

13-201.05
Ensure that public health and safety is adequately protected against natural and man-made hazards which include, but are not limited to, traffic noise, water pollution, airport hazards, and flooding.

13-201.06
Provide for accessibility within the proposed development, and between the development and existing adjacent uses. Adequate on-site interior traffic circulation, public transit, pedestrian avenues, parking and thoroughfare connections are all factors to be examined when determining the accessibility of a site.

13-201.07
Minimize disruption to existing physiographic features, including vegetation, streams, lakes, soil types and other relevant topographical elements.

13-201.08
Ensure that the amenities provided adequately enhance the quality of life in the area, by creating a comfortable and aesthetically enjoyable environment through conventions such as,

the preservation of mountain views, the creation of landscaped open areas, and the establishment of recreational activities.

13-201.09
Enhance the useable open spaces in Arapahoe County, and provide sufficient unobstructed open space and recreational area to accommodate a project's residents and employees.

13-201.10
Ensure the application complies with the requirements of this Resolution and the Arapahoe County Comprehensive Plan.

13-202 GENERAL PROVISIONS

13-202.01
All zone categories, whether straight zoned or PUD zoned, remain subject to further regulation by Arapahoe County except to the extent of legally enforceable vested rights.

13-202.02
Amendments to the requirements, uses and standards of straight zone districts will not automatically affect the requirements, uses and standards of already zoned property, unless so stated in the amendment or in subsequent amendments.

13-202.03
Following approval of a conventional rezoning, an Administrative Site Plan/~~s~~Subdivision development plan may be necessary in accordance with Chapter13.

13-203 GENERAL PROCESS, SUBMITTAL REQUIREMENTS, AND EXPIRATION OF APPROVAL PROCEDURES

All Rezoning applications shall follow the PDP requirements (per Chapter 13 herein). The Rezoning exhibit shall be a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) on 24" x 36" single/double matte mylar. The drawing shall be in upper case sans serif with a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee and shall contain the following information:

13-203.01
The title block shall contain the following: A-B-C REZONING PLAN County of Arapahoe State of Colorado, A part of 1/4 Section X, Township Y South, Range Z West of the 6th P.M.

13-203.02
Legal description of the subject property. A metes-and-bounds or description to the centerline of any abutting and adjacent streets shall be used. The area of the rezone in acres or square feet shall be included.

13-203.03
A rezoning request statement, indicating the current zoning classification of the subject property, and the zoning classification requested.

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13-203.04

A rezoning map, a graphic representation of the subject property and the adjacent streets and properties showing:

13-203.04.01

Subject property – based on the legal description, and using a scale of one inch/ 100 feet or larger, show the subject property with the existing and proposed zoning, any existing buildings and structures, any one-hundred year floodplains, topographic contours, and related physical conditions that may influence the rezoning request.

13-203.04.02

Adjacent properties and parcels – show the adjoining properties and include information on existing zoning, existing land uses(s), and existing project/ property names, if known.

13-203.04.03

Adjacent streets – show all adjacent streets and list street names, street classification, right-of-way widths, and existing level of improvement.

13-203.04.04

Vicinity map – at a scale of 1"/ 2000', with a north arrow and an emphasis on the major roadway network within one mile of the subject property.

13-203.04.05

Standard certifications, to include:

1. Owner's signature block, with dateline and title line.
2. Planning Commission Recommendation block
3. Board of County Commissioners approval block
4. Surveyor Certification

13-203.04.06

A Case Number line in the lower left-hand corner of the rezoning map sheet

13-203.04.07

Other items as required by the County shall be shown on the rezoning map.

SECTION 13-300 SMALL LOT RESIDENTIAL DEVELOPMENT

13-301 INTENT

A. These regulations are intended to address small lot residential developments for both single family detached and attached developments as defined as those developments with 25% of lots under 6,000 square feet in size. These requirements are designed to minimize the objectionable impacts of small lot development such as: the canyon-like effects from large homes on smaller lots, a congested feeling within development due to inadequate open space, monotonous use of setbacks, and associated street shading in the winter time.

B. A determination of the acceptability of a proposed small lot subdivision which meets the Intent of this section will depend on issues such as: maximum building coverage,

maximum volume of a building on a lot, staggered or varied setbacks, architectural variety, alternatively loaded garages, open space amenities, landscaping features and privacy fencing details.

C. The street frontage shall not be dominated by garages or driveways. Careful consideration must be made for building and garage placement in order to mitigate the dominance of the garage along the street frontage.
D. A small lot subdivision will be further evaluated when proposed on narrower streets than the public roadway standards with restricted parking. This evaluation will include proper mitigation for the increased density and congestion due to narrower streets. All applicable Fire District and PWD Engineering requirements shall apply.

13-302 GENERAL PROVISIONS

A. The following standards are supplemental to the existing standards for a Preliminary or Final Development Plan or a Conventional Rezoning as applicable.
B. For developments containing lots under 6,000 square feet, the development must be aesthetically pleasing, provide reasonable levels of private open space and limit height, mass and configuration of structures to avoid canyon-like or wall-like streetscapes, thereby preventing an over crowded feeling. Solid fences should not be placed on lot lines or be visible from the street unless they can be incorporated without contributing to this same wall-like or over crowded feeling. Consistency in fencing type should be incorporated into the design.
C. When private open space on the lots is minimal, the development must include additional common open space, configured in ways to be useable**.** The private open space must contribute to a feeling of height and air in the subdivision and lessen the crowded effect of large homes on small lots. Front setbacks shall be staggered to provide verifiable and perceptible change to the front elevation along the street. Covered porches count towards staggering when porches make up at least 50% of the house width excluding the garage.
D. Variation in garage placement along the street includes recessed and alley loaded garages both attached and detached.
E. Developers are strongly encouraged to orient units to the street using features such as prominent front doors, useable front porches or patios accessing the street, architectural detailing and landscape improvements.
F. Detached sidewalks on both sides of the roadway are an allowed option. Sidewalk placement may be considered on a case-by-case basis depending upon site considerations which include but are not limited to: topographic constraints, parking requirements, landscaping design and maintenance of the tree lawn.

13-302.01

All open space requirements shall be satisfied in accordance with Chapter 13 of the Zoning Regulations.

13-302.02

All requirements of the Landscaping regulations shall apply in accordance with Chapter 12 as stated herein.

13-302.03 Sidewalks

13-302.03.01 Attached

The front setback shall be a minimum of 18’ from the front of the garage measured to the property line at the back of sidewalk. If the garage is setback from the front of the house, a

15' setback to the front building line of the house is allowed. A covered porch may extend up to 10' from the property line.

13-302.03.02 Detached

Detached sidewalks may be placed in easements. When utilized, the sidewalk easement shall span the distance between the property line at the back of curb and the back edge of the sidewalk. The front setback requirement shall be a minimum of 18' measured from the front building line of the garage structure to the closest back of sidewalk. The front setback of the house may be reduced to a minimum 13 feet from the back of curb (property line) with the porch allowed to encroach up to 4 feet from the back of sidewalk.

13-302.04 Tree Lawn

The minimum tree lawn shall be 4 feet wide.

13-303 Lots from 5,000 to 5,999 Square Feet

The following items are required for lots ranging from 5,000 – 5,999 square feet in size that are subject to the Intent of the Small Lot regulations:

A. An illustration of side setback relationships and front setback variation;
B. An illustration of home to home orientation addressing privacy issues between homes.

C. An illustration of lot coverage showing building footprints, percentage of structural coverage and percentage of open space;

D. A typical plan for developer/builder installed front yard landscaping;

E. Documentation of the number of lots of this size in the overall development; application is an in-fill site, documentation of the lot size mix within the surrounding neighborhood. Small lot developments may be a departure from the surrounding densities. The overall design shall be considered in a determination of compatibility not just density.

F. Variations in garage placement are strongly encouraged. The applicant should demonstrate how this variety has been achieved. Garage placement options include but are not limited to: front loaded and recessed attached and detached, rear loaded and recessed attached and detached or side loaded attached or detached.

G. The garage door openings of one (1) of every two (2) single-family detached buildings that front on the same street in the same block must exhibit at least one of the following alternately loaded designs:
    1. Attached and recessed from the front building line of the home by minimum of three feet with access from the front;
    2. Attached and in the side or rear yard loaded with access by either an alley or a driveway from the side. The garage shall be setback a minimum of 3 feet behind the front building line;
    3. Detached with front, side or rear access and setback a minimum of 3 feet behind the front building line;

4. Attached and flush with the front building line, provided that a covered porch extends at least 4 feet forward from the front building line of the house and at least the 50% of the house width;
5. Flush with the front building line and side-loaded.

H. For dwelling units with garage door openings that are not flush, recessed, side-loaded, rear-loaded or detached, garage door openings may be provided in the any of the following ways:
   1. Extending from the front building line of the living unit not more than 10 feet, but with an architectural design element such as bay/box window; covered porch at least 4 feet in depth and 50% of the house width (excluding the garage) across the front building line of the living unit;
   2. A defined outdoor space such as a courtyard that is designed to include the front yard space between the front building line of the living unit and the front building line of the garage, developed to extend at least flush with the garage front building line; and
   3. Extending from the front building line the width of the garage with a side entry garage.

13-304 Lots 4,999 Square Feet and Below

In addition to the requirements listed above, the following items are required for developments containing lots below 4,999 square feet in size and below and are subject to the Intent of the Small Lot regulations:

A. A narrative description of the proposed project including overall design concept and target market;
B. An enlarged and fully dimensioned illustration of a typical cluster, car court, or area of lots that clearly delineates:
   1. Lot configuration,
   2. Building footprints,
   3. House-to-house relationships
   4. Outdoor living and landscape areas,
   5. Pedestrian and vehicular access including walks, driveways, streets, and proposed open or greenbelt area;

C. Architectural elevations illustrating:
   1. character,
   2. colors
   3. materials,
   4. street scene;

D. A conceptual landscape plan for developer/builder installed landscaping.

E. An overall land plan showing location and relationship of proposed project to adjacent land uses and/or existing surrounding neighborhoods.

F. Graphically illustrate the relationship between the street, parking, sidewalk placement, front porch/ front entrance and the garage placement.

G. Other items as determined necessary by the PWD Department.

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SECTION 13-400 ADMINISTRATIVE SITE PLAN

13-401 INTENT

An Administrative Site Plan is required for the following situations, excluding single-family detached development:

A. All development on vacant land governed by conventional zoning, unless a Use by Special Review (USR), Location and Extent (L&E), or Special Exception Use (SEU) is required.

B. On all development sites within the bounds of a final plat, excluding sites located within the boundaries of a Preliminary Development Plan (PDP).

C. Development of sites within an MDP not covered by a Use by Special Review plans.

D. Additions to buildings located within conventionally zoned areas that are equal to or exceed 50% of the original structure. The determination of what constitutes the original structure is based on the building as shown at the time of initial permit, and not an expanded building based on subsequent permits.

13-402 APPROVAL CRITERIA

The PWD staff will determine if an Administrative Site Plan application meets the following criteria before the Planning Division Manager or her/his designee signs the final version of the plan.

13-402.01
Whether the Administrative Site Plan is consistent with the underlying zoning.

13-402.02
Whether the Administrative Site Plan is consistent with the efficient development and preservation of the entire area within an approved Final Plat.

13-402.03
Whether the Administrative Site Plan will adversely affect reasonable development expectations or the use and enjoyment of adjacent land or the public interest.

13-402.04
Whether the Administrative Site Plan will adversely affect the public health, safety and welfare.

13-403 SUBMITTAL PROCESS

13-403.01
Prior to submitting an application the applicant will attend a pre-submittal meeting with representatives of the Public Works and Development Department. At the pre-submittal

meeting the applicant will receive direction from the County staff that will assist in preparing a complete application for submittal to the County.

13-403.02
Upon receipt of an Administrative Site Plan application, the Planning staff shall review the materials submitted to determine if the application is complete and consistent with the standards set forth in these regulations.

13-403.03
The case planner will refer the complete application for a thirty (30) day review with the various divisions of the PWD Department and County Attorney as required. Administrative Site Plans may require review by outside agencies such as floodplain and drainage service providers, adjacent property owners, life safety providers, adjacent jurisdictions, etc.

13-403.04
The applicant will be notified of any outstanding issues upon completion of this review and will be required to address any deficiencies. The applicant will then submit an amended plan to the County for verification that deficiencies have been addressed by the applicant. Only when all deficiencies have been addressed will the County Staff ask the applicant to submit a final mylar copy of the plan for approval signature.

13-403.05
Prior to County signature of the approved plan, the applicant must submit all required documentation, and a certificate of taxes paid. No administrative Site Plan shall be signed by the County unless all delinquent taxes and special assessments thereon have been paid.

13-403.06
Prior to County signature of the approved plan the applicant shall provide evidence through a current title insurance policy or commitment (no more than ~~30 days~~ six (6) months old) that the signature of the owner on the mylar is the owner or an authorized agent of the owner of the property.

13-403.07
Upon acceptance of the final mylar by the PWD Department, the Administrative Site Plan will be signed by the Planning Division Manager.

13-404 ADMINISTRATIVE SITE PLAN 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 ASP submittal.

13-404.01
Copies of the notes from the pre-submittal meeting pertaining to the application.

13-404.02
A completed land-use application. Application forms are available from the Planning Division.

13-404.03
Application fee(s). Fee Schedules are available from the Public Works and Development Department.

13-404.04
A Letter of Intent that explains, justifies and validates what is proposed on the plans submitted as part of the application. State all facts relied upon and provide documentation where possible.

13-404.05
If the applicant is not the land-owner, a notarized letter of authorization from the land owner permitting a representative to process the application.

13-404.06
Proof of ownership in the form of an updated or current title certificate, title insurance policy, or title commitment that has been renewed within the ~~90 days~~ six (6) months prior to the submittal of an application. The proof of ownership must be current or updated no more than 30 days prior to the County signing the approved plan. A title commitment must be provided for all lands to be conveyed to the County.

13-404.07
An Administrative Site Plan Exhibit drafted in accordance with the provision in this Land Development Code.

13-404.08
A treasurer's Certificate of Taxes due.

13-404.09
Technical Reports as required by the Engineering Services Division.

13-404.09.01
Construction Plans for the proposed development's public improvements including street plan and profile sheets, storm drainage improvements plans and other improvements, prepared in accordance with the Infrastructure Design and Construction Standards.

13-404.09.02
Pavement Design Report prepared in accordance with the Infrastructure Design and Construction Standards.

13-404.09.03
Phase III Drainage Report as defined in the Stormwater Management Manual.

13-404.09.04
A Traffic Study prepared in accordance with the Arapahoe County Guidelines for Traffic Impact Studies unless waived by the Engineering Services Division.

13-405 ADMINISTRATIVE SITE PLAN EXHIBIT

13-405.01
All plans will be 24" x 36" format. No plans shall contain copyright restrictions or public ues restrictions.

13-405.02
The font for all plans shall be upper case sans-serif. Font size shall be a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee.

13-405.03
A title block shall be included, centered at the top of each sheet, containing the project name, type of proposal (Administrative Site Plan), and legal description of the area.

13-405.04
The cover sheet shall include a legal description of the area, date of the drawing, existing zoning of the site, a sheet key and a vicinity map with north arrow (scale of 1" = 2,000' preferred) with an emphasis on the major roadway network within one (1) mile of the proposal.

13-405.05
The information presented on the plan shall be logically ordered and appropriately labeled. All sheets will include the County issued case number at the bottom left hand corner of the sheet formatted as "Case No. XXX-XXX." All sheets will be numerically ordered. All graphic representations, notes, charts, tables and other types of categorized information will be accompanied by common drafting information such as, but not limited to the following:

A. North arrows for orientation.
B. A written statement of scale and a graphic bar scale.
C. A logical system of ordering the different graphic elements of the plan such as numbered details.
D. Expository titles for charts, tables, and other categories of information.

13-405.06
The geographic location, dimensions, maximum heights and gross floor area of all existing and proposed structure(s), the use(s) to be contained within, and the location of entrances and loading points/service areas.

13-405.07
Land-use tables, lists, or schedules comparing the regulations and requirements of the approved underlying uses and zoning to the improvements proposed in the Administrative Site Plan application. This table should address existing and proposed use(s), building heights, gross floor area, residential density, gross floor area ratios, setbacks, open space, etc.

13-405.08
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.

13-405.09
Show and label or dimension the following:

A. Any existing and proposed public and/or private roadways,
B. All proposed points of access to adjacent and/or external roadways,
C. All existing access points on adjacent properties and across adjacent roadways.
D. All proposed curb-cuts.
E. All off-street parking areas.
F. All proposed and existing surfacing materials. (such as asphalt , concrete, gravel, etc).

13-405.10
Provide a parking utilization table that compares the total number of parking spaces or areas proposed and compares this information to the parking required by the Land Development Code. Specify the type of and intended use of all parking spaces indicated (full size, ~~handicap~~ accessible, loading areas, etc.)

13-405.11
All public and private utility service lines and/or main lines with appurtenances, and location(s) and dimension(s) of all existing/proposed easements.

13-405.12
All walks, open and recreation areas, with a description of these improvements.

13-405.13
Location of outdoor trash receptacle systems.

13-405.14
Provisions for emergency vehicle access.

13-405.15
Information pertaining to drainage easements including:
A. Location
B. Dimensions
C. Surface treatment
D. Recording numbers of recorded easements

13-405.16
Information pertaining to detention ponds including:
A. Location
B. Dimensions

C. Water surface elevation at each storm event
D. Surface treatment
E. Volume capacity
F. Size of the outlet restrictor

13-405.17

A landscape plan that complies with the regulations set forth in this Land Development Code. The landscape plan will show and label the following landscape features;

A. All proposed landscape plantings.
B. The location, type, and size of existing plants to be retained.
C. The type of mulch or other surface materials proposed.
D. The location of any water features. If the feature is multipurpose, this should be noted.
E. The location and details of all fences, walls, planters and any other landscaping features.

13-405.18

A table of proposed landscaping materials. The table shall compare the amount of landscape proposed with that required by this Land Development Code. The table will include the following information for all proposed plant materials:

A. Common and botanical name of the plant species indicated.
B. The quantity of all species proposed.
C. The type and size of installation (ball and burlap, 5 gallon pot, etc).
D. The caliper of proposed deciduous trees and the height of proposed evergreen trees.
E. This table shall be divided into the following sub categories:
    1. Deciduous trees
    2. Evergreen trees
    3. Shrubs
    4. Ornamental clump grasses
    5. Types of sod or seed
    6. Perennial and annuals flowers

13-405.19

A dimensioned Signage Plan or Sign Detail describing and illustrating the appearance, size, location, type, color, material, and illumination of all signs. Proposed signs must be designed in accordance with the Sign Regulations section of the Land Development Code.

13-405.20

A Lighting Plan designed in accordance with the Lighting section of this Land Development Code.

13-405.21

Representative architectural elevations of all sides of proposed structures which show building heights, colors, and general textures of materials to be used on the exterior of the proposed buildings

13-405.22
Structures located on the south side of streets or highways may be required to provide additional building setbacks, depending on structure height, to allow necessary snow and ice melt from adjacent streets and sidewalks.

13-405.23
All Standard Notes and Certifications required by the Arapahoe County staff shall be included on the plan as described in this Land development Code. Any modifications to these notes or proposed non-standard notes must be approved by the County Attorney.

13-405.24
Additional information may be requested by the PWD Department as appropriate to the request, and the Planning Division Manager or designee may waive information required above if it is deemed inappropriate to the request.

13-405.25
Once the review process is complete and the staff has determined that all outstanding issues have been resolved the staff will request a final mylar of the Administrative Site Plan. This final copy of the Administrative Site Plan shall be a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) on 24" x 36" single/double matte mylar. The drawing shall contain the information listed above unless otherwise specified by the County staff.

13-406 VESTED PROPERTY RIGHTS PROVISIONS

13-406.01
In accordance with the provisions of Article 68 of Title 24 C.R.S. as amended, an applicant may seek approval of a “vested property right” by approval of a “site specific development plan” relating to the proposed development. The vested property right shall relate to an approved Administrative Site Plan, and may be sought subsequent to approval of such development plan. The process for seeking a “vested property right” is separate from the process for seeking approval of an Administrative Site Plan.

13-406.02
The process for a “vested property right” relating to a site specific development plan shall follow the process for approval of an Administrative Site Plan. This process shall include posting the subject property with a notice of a public hearing relating to a vested property right, publishing notice of the public hearing and providing mail notification of the public hearing to adjacent property owners. If approved, the vesting shall last for a period of three years. This period may be extended by the County upon request and after posting, publication, mail notification and a public hearing.

13-406.03
Upon approval of a vested property right, a notice of such approval and creation of a vested property right shall be made by publication no later than fourteen days following approval.

SECTION 13-500 ADMINISTRATIVE AMENDMENT

W15-002 BOCC Draft 01/03/2017 Hearing – NOTE: Chapter 13 was rewritten and adopted December 6, 2013, with changes to be effective and incorporated into the Land Development Code April 1, 2017. The changes noted in this draft will be reflected in the new Chapter 13, as well as in the currently adopted Chapter 13, when it goes into effect.

13-501 INTENT

To provide an amendment process for minor modifications to a Preliminary Development Plan, Final Development Plan, Master Development Plan, Administrative Site Plan, or Subdivision Development Plan that does not substantially alter approved development standards. The Administrative Amendment must preserve the intent of the original Preliminary Development Plan, Final Development Plan, Administrative Site Plan, Subdivision Development Plan, or Master Development Plan it modifies. This administrative amendment process is intended to be accomplished within a thirty (30) business day period, however, this time frame may vary depending upon the circumstances of each individual case.

13-502 ELIGIBILITY FOR ADMINISTRATIVE AMENDMENT

The following general criteria must first be met in order to be considered for a specific administrative amendment:

13-502.01

Unless specified herein, no right-of-way dedications, public improvements, traffic studies, drainage studies, or subdivision improvement agreements are required.

13-502.02

A current final drainage report and current street construction plans have been approved for the Preliminary Development Plan, Final Development Plan, Master Development Plan, Administrative Site Plan, or Subdivision Development Plan governing the proposal.

13-502.03

The perimeter boundaries of the Administrative Amendment coincide with existing boundaries of the governing Preliminary Development Plan, Final Development Plan, Master Development Plan, Administrative Site Plan, or Subdivision Development Plan.

13-503 DESIGN STANDARDS

Design standards on approved development plans are considered maximums and minimums as follows:

A. Maximums: density, building coverage, building height, square footage
B. Minimums: setbacks, open space, parking
C. An Administrative Amendment is not required for reductions to these maximum standards, or increases to these minimum standards, except as they may require changes to: (1) building footprints, (2) landscaping for increases in open space, and (3) drainage analysis as determined by the Engineering Services Division for increased parking as it relates to increased impervious area. In these cases, an Administrative Amendment may be required.
D. When Amendments to approved plans request dimension or spatial modifications of up to the appropriate percentage, the base used for measurement shall be the originally approved Preliminary Development Plan, Final Development Plan, Master Development Plan, Administrative Site Plan, or Subdivision Development Plan.

W15-002 BOCC Draft 01/03/2017 Hearing – NOTE: Chapter 13 was rewritten and adopted December 6, 2013, with changes to be effective and incorporated into the Land Development Code April 1, 2017. The changes noted in this draft will be reflected in the new Chapter 13, as well as in the currently adopted Chapter 13, when it goes into effect.

13-504 PERMITTED USES

Only the clarification of the definition of a permitted use may be processed through the Administrative Amendment process. The number of permitted uses may not be expanded by an Administrative Amendment

13-505 DENSITY

A. Commercial/Industrial. A one percent (1%) increase in area shall be the maximum allowed increase in any commercial or industrial development, and then it shall be limited to hallways, stairways, restrooms and storage, or a proven necessity for the operational safety of the project. An amended floor plan shall accompany the final application and be included as a part of the approved documents. The Planning Division Manager may recommend this type of change for a Board of County Commissioners consent agenda approval.
B. The number of residential units cannot be increased.
C. In the case where density by area or phase is specified on a Preliminary or Master Development Plan, transfers of density do not qualify for the Administrative Amendment process.
D. This increase may also require that a drainage letter or drainage report addendum be submitted to the Engineering Services Division for review and approval as determined by the Engineering Services Division Manager or designee. Fees may be charged as authorized by the Engineering Services Division fee schedule.

13-506 SETBACKS

13-506.01 Internal Lot Line Setbacks

Setback decreases proposed from internal lot lines and/or between structures shall not be more than thirty percent (30%) of the original setback dimension. The Planning Division Manager or designee may recommend this type of change for Board of County Commissioners consent agenda approval.

13-506.02 External Lot Line Setbacks

Proposed setback decreases from external lot lines shall not be more than ten percent (10%) of the original setback dimension. At no time shall a requested decrease change the final setback to less than thirty feet (30') from public rights-of-way and twenty feet (20') from all other external lot lines. The Planning Division Manager or designee may recommend this type of change in external lot line setbacks for Board of County Commissioners consent agenda approval.

13-506.03 Distance Between Buildings

The minimum allowable distance between buildings is ten feet (10'). The Administrative Amendment process may not be used for requests to decrease the distance between buildings below the ten feet (10') minimum, but may be used to decrease minimum distances between buildings for other cases. The Planning Division Manager or designee may recommend a ten percent (10%) reduction to the minimum distance between buildings requirement for Board of County Commissioners consent agenda approval.

13-507 BUILDING ENVELOPES AND FOOTPRINTS

A. A ten percent (10%) increase in building envelopes and/or footprints shall be allowed administratively, but shall not reduce approved minimum open space, parking and setbacks and/or increase maximum height and density from those approved in the existing Preliminary Development Plan. When the Administrative Amendment is a

Final Development Plan, Master Development Plan, Administrative Site Plan, or Subdivision Development Plan, the Planning Division Manager or designee may recommend this type of change for Board of County Commissioners consent agenda approval.

B. Building footprints may be reduced administratively, but shall not increase approved densities or heights unless otherwise specified herein.

C. Building envelopes and/or footprints may be relocated on site administratively, but shall not change and/or alter any of the approved development restrictions as set forth in the Preliminary Development Plan, Final Development Plan, Master Development Plan, Administrative Development Plan, or Subdivision Development Plan. Additionally, an analysis of impacts to the originally approved drainage study shall be provided with a request to alter approved building locations. To accommodate a request to "flip-flop" building footprints of dissimilar configurations, the buildings shall be similar in height, size and area.

D. An increase or relocation of building footprints shall also require that a drainage letter or drainage report addendum be submitted to the Engineering Services Division for review and approval as determined by the Engineering Services Division manager or designee. Fees may be charged as authorized by the Engineering Services Division fee schedule.

13-508 HEIGHTS

A proposed increase in building height may be processed administratively, provided the existing, approved building height is no greater than three stories and does not exceed 45 feet. A building height increase may be approved, provided the increase is no more than 10 percent of the existing, approved building height and the proposed building height increase does not exceed the maximum building height allowed in the underlying zone district or associated Preliminary Development Plan.

13-509 OPEN SPACE

A. Reductions in the approved open space shall be, unless it is a three-story structure as stated in this Land Development Code, limited to ten percent (10%) of the original requirement. However, at no time shall the open space for a development be less than twenty percent (20%) for industrial, commercial, multifamily residential and single family attached residential and not less than 10% for single family detached residential. Open space reductions will also require that a drainage letter or drainage report addendum be submitted to the Engineering Services Division for review and approval as determined by the Engineering Services Division manager or designee. Fees may be charged as authorized by the Engineering Services Division fee schedule.

B. When the Administrative Amendment is for a Preliminary Development Plan, Final Development Plan, Master Development Plan, Administrative Development Plan, or Subdivision Development Plan, the Planning Division Manager or designee may recommend this item be scheduled for Board of County Commissioners consent agenda approval.

C. Increases in open space do not require an amendment to the approved development plan. However, increases in open space shall not increase maximum building heights or decrease the minimum parking requirements approved on the Preliminary Development Plan.

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13-510 PARKING

A. Parking requirements are closely related to the uses within each development, and are unique to each plan. Alterations shall be allowed within ten percent (10%) of the original requirement. Proof that the increase or decrease is appropriate for the proper function of the development, or that the approved uses have been substantially changed shall be provided as part of the submittal package. The change shall not decrease minimum open space and setbacks or increase maximum heights and/or density from those approved in the existing Preliminary Development Plan. When the Administrative Amendment is for a Preliminary Development Plan, Final Development Plan, Master Development Plan, Administrative development Plan, or Subdivision Development Plan, the Planning Division Manager or designee may recommend this item be scheduled for a Board of County Commissioners consent agenda approval.

B. Alterations to parking will also require that a drainage letter or drainage report addendum be submitted to the Engineering Services Division for review and approval as determined by the Engineering Services Division manager or designee. Fees may be charged as authorized by the Engineering Services Division fee schedule.

13-511 ACCESS

Changes to the number or type of access locations, access design, and/or internal circulation design may be processed administratively as determined by the Engineering Services Division Manager or designee. A traffic analysis of the changes may also be required as determined by the Engineering Services Division manager or designee. Fees may be charged as authorized by the Engineering Services Division fee schedule.

13-512 DRAINAGE

A. Proposed changes to drainage routing and/or facility designs may require an Administrative Amendment to an approved development plan if it affects an approved design standard on that Plan (e.g. open space, easements, setbacks, etc.). Specific criteria may include the following:

    1. Revisions to site drainage patterns that can be demonstrated not to increase storm flow at design discharge point(s) by more than five percent (5%) of that approved with the Phase III drainage report may be processed administratively.
    2. Increases in the capacity of onsite best management practices facilities up to five percent (5%) may be processed administratively.
    3. Revisions to drainage patterns and/or increases in capacity of best management practices facilities will require a drainage letter or drainage report addendum be submitted to the Engineering Services Division for review and approval as determined by the Engineering Services Division manager or designee. Fees may be charged as authorized by the Engineering Services Division fee schedule.

13-513 PUBLIC IMPROVEMENTS

Revisions to the scope of public improvements may require an Administrative Amendment to an approved development plan as determined by the Engineering Services Division Manager or designee. If it is determined that the application can be processed administratively it may also be determined that amendments to drainage studies, traffic studies, construction drawings, Grading, Erosion and Sediment Control documents, and/or Subdivision Improvement Agreements may be

necessary. The Engineering Services Division manager or designee shall make this determination and fees will apply as authorized by the Engineering Services Division fee schedule.

13-514 SUBDIVISION RELATED CHANGES AFFECTING DEVELOPMENT PLANS

Changes to subdivision related elements such as lot lines, easements, rights-of-way, internal roadways, vacations and/or drainage systems should be made to the subdivision plat according to requirements in the Arapahoe County Subdivision Regulations, and may require amendments to an approved Final Development Plan, Subdivision Development Plan or Administrative Development Plan, if such changes affect approved development standards.

13-515 SIGNAGE, LIGHTING, LANDSCAPING, TRASH DISPOSAL AREAS, ARCHITECTURAL TREATMENT

Signage, lighting, landscaping, trash disposal areas, and architectural treatment elements of approved Final Development Plan, Administrative Site Plan, and/or Subdivision Development Plans may be processed administratively. The Planning Division Manager or designee may recommend signage amendments which conform to the signage regulations in these Regulations for Board of County Commissioners consent agenda approval. Amendments to the signage provisions of an Final Development Plan which are in excess of either the regulations of the Preliminary Development Plan or the Sign Code portion of this document may not be processed administratively.

13-516 ADMINISTRATIVE PROCESS DETERMINATION

13-516.01

The applicant shall submit all pre-submittal materials, in accordance with department requirements, to the Planning Division, along with a Letter of Intent which details how the proposed amendment meets the applicable amendment criteria contained herein.

13-516.02

Upon the Planning Division's acceptance of the pre-submittal materials, the applicant will be scheduled, and must attend a pre-submittal conference with a Planner and Engineer to discuss the merits of the proposed Administrative Amendment. During the pre-submittal meeting the Planner and Engineer will make an initial determination as to the proposal's eligibility to be processed administratively.

13-516.03

At the next regularly scheduled staff meeting following the pre-submittal meeting, the proposal will be presented to the Planning Division Manager and Engineering Services Division Manager or their respective designees for final determination as to whether the proposal can be processed administratively. The case planner will notify by the applicant of the determination to approve or deny the request for administrative processing as soon as practical.

13-516.04

The Planning Division Manager and Engineering Services Division Manager or their respective designees reserve the right to refer any request for an Administrative Amendment

to the Board of County Commissioners for consideration at a regular meeting of the Board. The Planning Division will notify the applicant it is determined that Board review is desired.

13-516.05
If the Planning Division Manager or designee denies a request for the Administrative Amendment process, the applicant can appeal the decision to the Board of County Commissioners within ten (10) working days of notification of the Planning Division Manager's decision, by filing a letter of appeal with the Planning Division. The Planning Division Manager will notify the Board of County Commissioner's Office upon receipt of the letter of appeal within ten (10) days and the matter will be scheduled for Board of County Commissioner's determination as soon as practical. The applicant will be notified of the date that the Board will consider the appeal and is required to provide justification on his/her behalf.

13-516.06
Upon a determination that the application can be processed administratively, the applicant must submit the formal application within sixty (60) working days of the Planning Division Manager's determination that an Administrative Amendment is allowed. Failure to submit within sixty (60) working days of the Division Manager's determination, in writing, will render the decision voidable.

13-516.07
The Planning Division Manager or designee may waive the pre-submittal conference with the approval of the Engineering Services Manager or designee. If a waiver is granted, the Planning Division Manager will issue a letter stating such.

13-517 APPROVAL CRITERIA FOR AN ADMINISTRATIVE AMENDMENT

Once an application has been determined to be eligible for the Administrative Amendment process, the following criteria shall be considered by the Planning Division Manager or designee for approval of an Administrative Amendment;

13-517.01
The amendment is consistent with the efficient development and preservation of the entire Planned Unit Development, Administrative Site Plan, or Subdivision Development Plan;

13-517.02
The amendment will not adversely affect the applicant's reasonable development expectations, the adjacent property owner's use and enjoyment of their property, or the public interest;

13-517.03
The amendment is in keeping with the spirit and intent of the Zoning Regulations and will not weaken the purposes of those regulations;

13-517.04
The amendment will not adversely affect the public health, safety, and welfare.

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13-518 SUBMITTAL PROCESS

13-518.01

Upon receipt of all required information, the PWD Department shall review the formal submittal within ~~five (5)~~ three (3) business days to determine if it is consistent with the standards set forth in these regulations.

13-518.02

The case planner will refer the application for a ~~fourteen (14)~~ ten (10) business day internal review to various County departments and divisions within the Public Works and Development Department.

13-518.03

The applicant will be notified of any outstanding issues upon completion of this internal review.

13-518.04

Following resolution of all outstanding issues raised by the referral process, and staff's determination that the Administrative Amendment request complies with all specified plan content requirements per Chapter 13, the applicant shall submit a final mylar for signature to the Planning Division Manager or designee.

13-518.05

The final mylar shall be a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) on 24" x 36" single/double matte mylar. The drawing shall be in upper case sans serif with a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee.

13-518.06

The applicant shall provide a current title insurance policy or commitment (no more than 30 days old from the date the mylars are submitted) confirming that the signature of the owner on the mylar is the owner of the property.

13-518.07

Upon acceptance of the final mylar by the PWD Department, the Administrative Amendment will be signed by the Planning Division Manager or designee.

13-518.08

After the Planning Division Manager signs the mylar, building permits may be applied for and/or obtained.

13-519 FORMAL SUBMITTAL REQUIREMENTS

13-519.01 General Submittal Requirements

A. Completed Land Use Application (Application is available from the Planning Division office)

B. Application fee (Fee Schedule is available from the Planning Division office)

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C. A Letter of Intent that explains, justifies and validates the request, stating all facts relied upon and providing documentation where possible.

D. Proof of ownership, which includes an updated or current title insurance policy or title commitment no more than ~~ninety (90) days~~ six (6) months old from the date of submittal.

E. A notarized letter of authorization from the landowner(s) permitting a representative to process the application with a disclaimer that no other party's consent is required.

F. An Administrative Amendment exhibit (per Chapter 13). The format for all plans shall be in upper sans serif. Font size shall be readable when reduced to an 11 x 17-inch size. No plans shall include copyright restrictions.

G. Certificate of taxes paid.

H. Letters of support with a statement regarding any existing facilities over or across the land from the following agencies:
   1. all special districts providing maintenance of infrastructure within or adjacent to the property;
   2. all known easement beneficiaries and/or utility providers;
   3. all landowners abutting the property.

I. A Submittal Requirements Matrix is available from the Planning Division office listing the complete list of submittal items and the required number of copies. Other submittal requirements may be required based on the Planning Division and Engineering Services Division review.

13-519.02 Engineering Submittal Requirements

A. A drainage letter or drainage study addendum if required by Engineering Services Division staff.
B. Construction drawing addendum if required by Engineering Services Division staff.
C. Traffic study addendum if required by Engineering Services Division staff.
D. Engineers Cost Estimate addendum if required by Engineering Services Division staff
E. Grading-Erosion-Sediment Control documents addendum if required by Engineering Services Division staff
F. Applicable fees for any of the required engineering items listed above as authorized by the Engineering Services Division fee schedule.

13-520 PLAN EXHIBIT

The Administrative Amendment exhibit shall comply with the requirements set forth in the underlying zoning or site plan, which will be either a Preliminary Development Plan, Final Development Plan, Master Development Plan, Administrative Site Plan, or Subdivision Development Plan. If staff determines a complete set of mylars (required for the underlying zoning) is unnecessary, an abbreviated set of mylars may be submitted that includes the following:

A. A title block centered at top of all pages including subdivision name, amendment number, legal description, township, range, county, state and sheet number (ex. 1 of 1, or 1 of 2).
B. A legal description including description of boundaries in distances and bearings.

C. A vicinity map with location of sign identified.
D. An amendment history including case number(s) of previously approved applicable plans and detailed information about the changes proposed. In these cases, the history should include a detailed description of the original and proposed element.
E. A Certificate of Ownership signature block.
F. The Planning Division Manager Approval signature block.
G. The current case number in lower left corner of all pages.
H. A detailed graphic representation if change can be graphically illustrated. The description should include all changed data, together with enough of the underlying plan as is necessary to understand the effect of the change. Other than the listed elements, the mylar should not contain any information that is not essential to understanding the effect of the amendment.
I. A note stating, "All other original terms, conditions and notes of the (Preliminary Development Plan, Master Development Plan, Final Development Plan, Administrative Site Plan, or Subdivision Development Plan) approved on (DATE) will remain in full force and effect as previously executed by Owner and Arapahoe County."
J. The applicant will make changes on copies of the approved plans unless in the Planning Division Manager's opinion it is more effective to draft new documents.
K. Changes will be bubbled to assist staff in reviewing the amended document.

SECTION 13-600 TECHNICAL AMENDMENT

13-601 INTENT

A. To provide a rapid administrative process for approval of minor technical changes to Preliminary Development Plans, Final Development Plans, Location and Extent Plans, Administrative Site Plans, and Subdivision Development Plans. All Technical Amendment plans must comply with the spirit and intent of the original plan that it modifies. The intent of this section is to act on such amendments within 10 working days after submittal. However, the time necessary to review and act on a proposed technical amendment will depend upon the circumstances of each case.
B. Technical Amendments may include, but are not limited to minor changes to: building facades, location and type of landscape material, location of light poles or fixtures that do not affect light levels at the property line, the location of interior pedestrian walks and trails, the relocation of public transportation facilities if accompanied by an approval letter from the appropriate authority, or a minor revision to public improvements as approved by the Engineering Services Division manager or designee.
C. The Technical Amendment process also applies when changes to a development plan are of such a limited nature or scope that a formal amendment process or Administrative Amendment would be unnecessary.
D. Amendments regarding issues specifically reviewed or addressed by the Planning Commission, Board of Adjustment, or Board of County Commissioners do not qualify for the Technical Amendment process.

W15-002 BOCC Draft 01/03/2017 Hearing – NOTE: Chapter 13 was rewritten and adopted December 6, 2013, with changes to be effective and incorporated into the Land Development Code April 1, 2017. The changes noted in this draft will be reflected in the new Chapter 13, as well as in the currently adopted Chapter 13, when it goes into effect.

13-602 CRITERIA FOR APPROVAL OF A TECHNICAL AMENDMENT

The criteria used by the Planning Division Manager and the Engineering Services Division Manager for approval of an application shall include, but not be limited to, the following:

13-602.01

The proposed amendment conforms to existing zoning regulations and adheres to the conditions of approval as stated by the Board of County Commissioners, Planning Commission, or Board of Adjustment.

13-602.02

The proposed amendment does not fall within the criteria listed for a formal PUD plan Amendment or Administrative Amendment as specified in these regulations.

13-602.03

The proposed Technical Amendment does not violate existing zoning regulations, is in keeping with the spirit and intent of such regulations, and will not weaken the purposes of these regulations.

13-602.04

The proposed amendment does not relate to any site, building, or sign detail, etc. that was subject to a condition of approval through the public hearing process.

13-602.05

The proposed amendment does not affect the overall architectural character, style, or general layout of buildings on the approved development plan. A change in building color, building materials, or building height that was included in any condition of approval does not qualify for the Technical Amendment process.

13-602.06

The proposed amendment does not affect parking areas to the extent that a drainage report or traffic study is required. Minor adjustments to parking areas and/or other impervious areas may be eligible for a Technical Amendment if approved by the Engineering Services Division Manager or designee. Any change that reduces the parking lot setback, reduces the minimum number and size of parking stalls, or reduces the setback from property line for an access drive does not qualify for the Technical Amendment process.

13-602.07

The proposed amendment does not affect the lighting plan to the extent that a photometric study is required. Minor adjustments to the location of light poles or other building exterior illumination are eligible for the Technical Amendment process.

13-602.08

The proposed amendment does not affect the landscape plan to the extent that it reduces the minimum number or size of plant material required by zoning. Adjustments to the location or type of plant material may be processed as a Technical Amendment if such changes do not involve review and approval of a drainage report. Adjustments to landscaping within easements or public rights of way may be processed as a Technical Amendment if approved

by the Engineering Services Division Manager or a designee and if a drainage letter of conformance, certified by a Colorado Professional Engineer, is submitted for review and approval with fees as authorized by the Engineering Services Division fee schedule.

13-602.09
The proposed amendment to site conditions, such as the location and size of trash enclosures, earthen berms, pedestrian walks or trails, or public transportation facilities may be eligible for the Technical Amendment process if such changes are approved by the Engineering Services Division Manager and meet the criteria outlined in this section. The Engineering Services Division Manager may also request that the appropriate engineering documents be submitted for review and approval with fees as authorized by the Engineering Services Division fee schedule.

13-602.10
The Technical Amendment ensures the efficient development and preservation of the underlying development plan;

13-602.11
The proposed Technical Amendment does not adversely affect the applicant's reasonable development expectations, the adjacent property owner's use and enjoyment of their property, or the public interest;

13-602.12
The proposed Technical Amendment does not adversely affect the public health, safety, and welfare.

13-602.13
The proposed Technical Amendment does not reduce the amount of open space shown on the approved plan.

13-603 PUBLIC IMPROVEMENTS

Revisions to the scope of public improvements may be processed as a Technical Amendment depending on the nature of the revision. The Engineering Services Division Manager shall make this determination.

13-604 TECHNICAL AMENDMENT PROCESS DETERMINATION

13-604.01
The applicant shall submit all pre-submittal materials, in accordance with department requirements, to the Planning Division, along with a Letter of Intent which details how the proposed amendment meets the applicable amendment criteria contained in Chapter 13.

13-604.02
Upon the Planning Division's acceptance of the pre-submittal materials, the applicant will be scheduled, and must attend a pre-submittal conference with a Planner and Engineer to discuss the merits of the proposed Technical Amendment. During the pre-submittal meeting the

Planner and Engineer will make an initial determination as to the proposal's eligibility to be processed as a Technical Amendment.

13-604.03
At the next regularly scheduled staff meeting following the pre-submittal meeting, the proposal will be presented to the Planning Division Manager and Engineering Services Division Manager or their respective designee for final determination as to whether the proposal can be processed as a Technical Amendment. The applicant will be notified by the case planner of the determination to approve or deny the request for Technical Amendment processing as soon as practical.

13-604.04
The Planning Division Manager and/or the Engineering Services Division Manager or their respective designee reserves the right to deny any request for a Technical Amendment if the extent of the proposed changes appears to exceed the scope and intent of the Technical Amendment process.

13-604.05
Upon a determination that the application can be processed as a Technical Amendment, the applicant must submit the formal application within sixty (60) working days of the determination that a Technical Amendment is allowed. Failure to submit within sixty (60) working days of the determination, in writing, will render the decision voidable.

13-604.06
The applicant may request that the pre-submittal meeting be waived by submitting a completed waiver request form to the Planning Division. The decision to accept or deny the pre-submittal meeting waiver request will be made by the Planning Division Manager and the Engineering Services Division Manager or their respective designee.

13-605 REVIEW PROCESS
13-605.01
Upon receipt of all required information, the Planning Division Manger or designee shall review the submittal and prepare comments.

13-605.02
The applicant will be notified of any outstanding issues upon completion of a 14 day staff review and referral process.

13-605.03
The applicant shall submit a final mylar for signature after resolving all outstanding issues raised through the review process.

13-605.04
The final mylar shall be a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) on 24" x 36" single/double matte mylar. The drawing shall be in upper case sans serif with a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee.

13-605.05
Upon acceptance of the final mylar by the PWD Department, the Planning Division Manager or designee will approve the amendment.

13-605.06
After the Planning Division Manager signs the mylar, building permits may be applied for and/or obtained.

13-606 SUBMITTAL REQUIREMENTS

Submittal requirements for a Technical Amendment include the following:

A. Completed Land Use Application. (Application is available from the Planning Division office)
B. Application fees in the amount indicated on the Planning Fee Schedule with the possibility of an additional application fee as indicated on the Engineering Review Fee Schedule if an Engineering Services Division review is determined to be necessary. Fee Schedules are available at the Public Works and Development Department office.
C. Other fees as necessary for review of engineering documents as determined by the Engineering Services Division Manager or designee and as authorized by the Engineering Services Division fee schedule.

D. A Letter of Intent that explains, justifies, and validates the request, stating all facts relied upon and providing documentation where possible.
E. A notarized letter of authorization from the landowner(s) permitting a representative to process the application with a disclaimer that no other party's consent is required.
F. A blueline plan exhibit, (typically a copy of the approved development plan mylars or permit documents) or amendment to the approved mylar if appropriate. No plans shall include copyright restrictions.
G. The Technical Amendment note should be placed on ~~each~~ the first sheet of the submitted plan exhibit.
H. Portions of the plan exhibit that are being amended should be bubbled on the plan exhibit.
I. A drainage letter of conformance as determined by the ESD staff.
J. Construction drawing addendums as determined by the ESD staff.

13-607 TECHNICAL AMENDMENT NOTE AND CERTIFICATION

THIS PLAN WAS REVISED AS A TECHNICAL AMENDMENT ON , . (TAXX-XXX)
(Month/Day) (Year) (Planning Division Manager) (Case No.)

THE MODIFICATIONS DEPICTED ON (*LIST SHEETS*) COMPLY WITH ALL APPLICABLE STANDARDS. THE MODIFICATIONS APPROVED HEREIN INCLUDE (*EXAMPLE: REVISION TO THE LANDSCAPING PLAN, REPLACING RETAINING WALL FINISH MATERIAL FROM UNFINISHED CONCRETE TO A MAROON STUCCO*)

ALL OTHER ORIGINAL TERMS, CONDITIONS AND NOTES OF THE (ASP, *PDP, SDP, L&E, MDP, FDP, OR SDP*) APPROVED ON (*DATE*) WILL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY EXECUTED BY OWNER AND ARAPAHOE COUNTY.

CERTIFICATE OF OWNERSHIP

I _____ HEREBY AFFIRM THAT I AM THE OWNER OR AUTHORIZED AGENT OF ALL INDIVIDUALS HAVING OWNERSHIP INTEREST IN THE PROPERTY DESCRIBED HEREIN, KNOWN AS (*PROJECT NAME AND ORIGINAL CASE NUMBER*).

SECTION 13-700 LOCATION AND EXTENT

13-701 INTENT

The regulation of the location and extent of public facilities is provided by Colorado Revised Statutes, Section 30-28-110, as amended. It is the intent of the paragraphs of this Section to conform to the provisions of the State Statute, to define the factors to be considered in the "Location and Extent" process, and to prescribe procedures for the orderly consideration of Location and Extent applications in order to effectuate the purposes of the state statute.

13-702 GENERAL REQUIREMENTS AND PROCEDURE

13-702.01

A. No road, park, public way, ground, or space, no public building or structure, and no major facility of a public utility shall be constructed or authorized in the unincorporated areas of Arapahoe County unless and until the proposed location and extent thereof has been submitted to and approved by the Arapahoe County Planning Commission.

B. Routine extensions of public utility lines and minor modifications to existing utility lines and/or facilities shall not be subject to this procedure.

13-702.02

If the Planning Commission disapproves the proposed public facility, or approves it with conditions the applicant is not willing to accept, the applicant may appeal such decision to the Board of County Commissioners, and the Planning Commission shall communicate the reasons for such disapproval to the Board, who may overrule such disapproval by a majority vote.

13-702.03

The applicant shall be responsible for public notice, prior to the Planning Commission and Board of County Commissioners hearings, in compliance with the public notice requirements in Chapter 17, herein.

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13-702.04
No public use facilities shall be considered by the Board of County Commissioners unless the applicant posts the property and provides mail notification as outlined in 13-702.03 above, except that the reference to the Planning Commission shall be changed to read "Board of County Commissioners."

13-702.05
The Planning Commission and the Board of County Commissioners, when applicable, may approve the facilities as submitted, approve it with conditions, or deny the facility. The conditions to be imposed are those necessary, at the discretion of the Planning Commission and Board of County Commissioners, to mitigate or eliminate any adverse impacts of the proposed facility on the surrounding area, and may include the posting of sufficient performance guarantees with the County to guarantee the construction of any improvements.

13-702.06
Upon approval of the Location and Extent, a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) on 24" x 36" single/double matte mylar. The drawing shall be in upper case sans serif with a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee. The drawing shall be submitted to the PWD Department for the Planning Commission's signature. The mylar will be kept on file at the PWD Department Planning Division.

13-702.07
Approval of a Location and Extent request shall be and may be subject to stipulations and/or conditions precedent which the applicant is deemed to accept by preparing a reproducible mylar for signature by the Chair~~man~~ of the Planning Commission within sixty (60) days from approval date. If no mylar is submitted, the PWD Department will recommend the Planning Commission rescind approval of this request.

13-702.08
After the Planning Commission Chair~~man~~ signs the final mylar, building permits may be obtained (upon proof of an approved Final Plat prior to Location and Extent approval) if applicable. Many times, the land underlying a Location and Extent is not yet platted.

13-703 SUBMITTAL REQUIREMENTS

13-703.01
The Location and Extent Plan shall be a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) on 24" x 36" single/double matte mylar. The drawing shall be in upper case sans serif with a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee and shall contain the following information:

A. Name of proposed facility.
B. Land area and legal description.
C. Vicinity map (one (1) mile radius with emphasis on major roadways).
D. Proposed land use for each area and its area in square feet.
E. Existing and proposed public and private rights-of-way serving the site, types of surfacing and width of paving.

F. The existing zoning of the property to be used, as well as the zoning and residential density of all adjacent properties.
G. All easements and drainageways should be identified.
H. Existing and proposed finished grade topography shown at two foot (2') contours, corresponding with datum acceptable to the County.
I. The location(s) and dimension(s) of all existing and proposed structures, the use(s) to be located therein, the building elevations, gross floor area and locations of entrances and loading points.
J. Location of outdoor waste disposal systems.
K. All existing and proposed curb cuts, driveways, parking (including number of spaces) and storage areas. Also, the location(s) and dimension(s) of existing curb cuts and driveways on adjacent properties and across right-of-way.
L. All walks, open and recreation areas with a description of these improvements.
M. An illustrative landscape plan showing locations, general types and sizes of all proposed landscaping materials, fences, walls, planters and any other landscaping features.
N. Provisions for access by emergency vehicles.
O. Signage and lighting devices fully detailed (Chapter 12).
P. Utility lines and appurtenances.

13-703.02
Phase III Drainage Report conforming to the requirements of the "Arapahoe County Storm Drainage Design & Technical Criteria," if required.

13-703.03
Traffic Report conforming to the requirements of the "Guidelines For Traffic Impact Studies," if required.

13-703.04
Public Improvement Guarantees, such as dedication of rights-of-way, sidewalk construction, etc., if required.

13-703.05
All Standard Notes, Certificates and dedications required by the County Attorney Staff shall be included on the exhibit as described in Chapter 16. Any modifications to these notes must be approved by the County Attorney. All notes not meeting these specifications shall be removed.

13-703.06
Structures located on the south side of streets or highways may be required to provide additional building setbacks, depending on structure heights, to allow necessary snow and ice melt from adjacent streets and sidewalks.

13-703.07
Additional information may be requested by the Planning Division appropriate to the request, and information required above may be waived by the Planning Division Manager if it is deemed to be inappropriate to the request.

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13-704 AMENDMENTS

13-704.01 MINOR CHANGES

The Guidelines used in the Administrative Amendment section will be used to determine if a change is minor. The Planning Division Manager will make the determination. Appeals to the Planning Division Manager's determination may be made to the Planning Commission. If the changes are deemed minor, the minimum requirements are: one completed application form, one Letter of Intent, and one new revised reproducible final mylar of the Location and Extent Plan for the Planning Commission Chair~~man~~'s signature. The final mylar shall be a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) on 24" x 36" single/double matte mylar. The drawing shall be in upper case sans serif with a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee.

13-704.02 SIGNIFICANT CHANGES

If the changes are determined to be significant the proposed amendment to the Location and Extent Plan will involve a resubmittal of documents and a hearing before the Planning Commission for approval of the changes.

13-704.03 LOCATION AND EXTENT AMENDMENT DOCUMENTATION

An Amended Location and Extent Plan shall contain all the original information, plus the items which are being changed. When possible, the development standards should appear in a chart format comparing the approved and proposed standards. Also, an Amendment History must be added to the document. If the amendment is required to be processed by the Planning Commission, the submittal requirements for the Location and Extent process will be required for the amendment.

SECTION 13-800 SPECIAL EXCEPTION USES

13-801 INTENT

To provide for uses within the unincorporated areas of Arapahoe County which require special review by the Board of Adjustment in order to determine their compatibility with surrounding principal permitted uses. Such uses commonly have the potential for various adverse impacts such as traffic congestion, noise, visual and aesthetic impacts which could undermine the integrity of the zoning district in which it would be situated and therefore could jeopardize the health, safety and welfare of the existing community.

13-802 SUBMITTAL REQUIREMENTS

13-802.01

All applications for a Special Exception Use shall be submitted to the Secretary of the Board of Adjustment prior to consideration of the request by the Board of Adjustment.

13-802.02

A complete application for a Special Exception Use hearing must contain the following:

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A. Letter of Intent requesting the Special Exception Use hearing and fully describing the intended use of the property. The letter must be signed by the property owner and applicant (if different from property owner), and a copy of the owner's deed must be included in the submittal.

B. A fee established by the Board of County Commissioners shall be established and paid to the Board of Adjustment.

C. A site plan (ten copies) drawn on 24" x 36" sheets, in upper case sans serif to include the following information:
D. Name of proposed use.
E. The land area and legal description.
F. Vicinity map (one (1) mile radius with emphasis on major roads).
G. The proposed land use for each area and its area in square feet.
H. Existing and proposed public and private rights-of-way, easements and drainageways.
I. The existing zoning of the property, as well as the zoning and residential density of all adjacent properties.
J. The roadways, existing and proposed, serving the site, including the types of surfacing, width of paving and rights-of-way.
K. Proposed finished grade topography and elevations shown at 2-foot (2') intervals or less, corresponding with datum acceptable to the County.
L. The location(s) and dimensions of all existing and proposed structure(s), the use(s) to be located therein, gross floor area, locations of entrances and loading points.
M. Location of outdoor waste disposal facilities.
N. All curb cuts, driveways, parking (including number of spaces), loading and storage areas.
O. All walks, open areas and recreation areas, with a description of these improvements.
P. Location and height of fences, walls, screens, planting and any other landscaping features.
Q. Types of surfacing, such as asphalt paving, concrete, gravel or grass, of the interior of the site.
R. Provisions for access by emergency vehicles.
S. Signs and lighting devices (fully detailed).
T. Utility lines and appurtenances.
U. Drainage report conforming to the requirements of the "Arapahoe County Storm Drainage Design & Technical Criteria," if required.
V. Traffic report conforming to the requirements of the "Guidelines for Traffic Impact Studies," if required.
W. Cost estimate of public improvements, if required, such as sidewalks, roadway and/or drainage improvements, etc.
X. An appropriate number of 11"x 17" reductions of the required site plan.
Y. Letter from the appropriate water and sanitation district(s) and fire district stating the availability to serve the proposal.
Z. Structures located on the south side of streets or highways may be required to provide additional building setbacks, depending on structure heights, to allow necessary snow and ice melt from adjacent streets and sidewalks.

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AA. Additional information may be requested by the Board of Adjustment as appropriate to the request, and information required above may be waived by the Board of Adjustment if it is deemed to be inappropriate to the request.

13-803 APPROVAL STANDARDS

A Special Exception Use shall be approved only if the Board of Adjustment finds that the proposed Special Exception Use:

A. Complies with the minimum zoning requirements of the zoning district in which the Special Exception Use is to be located;

B. Complies with the submittal requirements of this Chapter;

C. Complies with the Arapahoe County Subdivision Regulations;

D. Will be in harmony and compatible with the character of the surrounding areas and neighborhood;

E. Will be consistent with the Arapahoe County Comprehensive Plan;

F. Will not result in an over-intensive use of land;

G. Will not have material adverse effect on community capital improvement programs;

H. Will not require a level of community facilities and service greater than that which is available;

I. Will not cause significant air, water, or noise pollution or any other detrimental environmental impacts;

J. Will be adequately landscaped, buffered, and screened;

K. Will not otherwise be detrimental to health, safety, or welfare of the present or future inhabitants of the County.

13-804 LENGTH OF APPROVAL

A Special Exception Use shall be permitted for a duration of time specified by the Board or until the land use changes or is terminated, whichever occurs first. The Special Exception Use may transfer with the sale of the land.

13-805 PROCEDURE

13-805.01

Once the submittal is determined to be complete, the Secretary to the Board of Adjustment will:

A. "log in" the submittal as a bona fide "case".
B. Refer the submittal to appropriate agencies, which will include the Board of County Commissioners, for a thirty-five (35) day period.
C. Schedule the proposal at a Board of Adjustment hearing.
D. Send posting requirement instructions to the applicant.

13-805.02
After the thirty-five (35) day review period, the Board of Adjustment staff will prepare a report, including recommendations from responding agencies, to the Board of Adjustment. A copy of this report will be available prior to the Board of Adjustment hearing.

13-805.03
The applicant shall be responsible for public notice, prior to the Board of Adjustment hearing, in compliance with the public notice requirements in Chapter 17, herein.

13-805.04
At the hearing, the Board of Adjustment will take one of the following actions regarding the case. It may:
A. Approve as submitted; or
B. Approve with conditions; or
C. Table (for further information, etc.); or
D. Take the request under advisement; or
E. Deny.

SECTION 13-900 USE BY SPECIAL REVIEW

13-901 INTENT

To establish a "Use By Special Review" process and procedure which provides Board of County Commissioner review and approval of certain uses which, although permitted within specific zoning districts, may contradict the purpose of these Regulations as required in this Land Development Code, providing for the public peace, health, safety and welfare. The following criteria shall be used to assist in determining that the proposed Use by Special Review is appropriate:

13-901.01
Recognize the limitations of existing and planned infrastructure, by thoroughly examining the availability and capability of water, sewer, drainage, and transportation systems to serve present and future land uses.

13-901.02
Assure compatibility between the proposed development, surrounding land uses, and the natural environment.

13-901.03
Allow for the efficient and adequate provision of public services. Applicable public services include, but are not limited to, police, fire, school, park, and libraries.

13-901.04
Enhance convenience for the present and future residents of Arapahoe County by ensuring that appropriate supporting activities, such as employment, housing, leisure-time, and retail centers are in close proximity to one another.

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13-901.05
Ensure that public health and safety is adequately protected against natural and man-made hazards which include, but are not limited to, traffic noise, water pollution, airport hazards, and flooding.

13-901.06
Provide for accessibility within the proposed development, and between the development and existing adjacent uses. Adequate on-site interior traffic circulation, public transit, pedestrian avenues, parking and thoroughfare connections are all factors to be examined when determining the accessibility of a site.

13-901.07
Minimize disruption to existing physiographic features, including vegetation, streams, lakes, soil types and other relevant topographical elements.

13-901.08
Ensure that the amenities provided adequately enhance the quality of life in the area, by creating a comfortable and aesthetically enjoyable environment through conventions such as, the preservation of mountain views, the creation of landscaped open areas, and the establishment of recreational activities.

13-901.09
A. Enhance the useable open spaces in Arapahoe County, and provide sufficient unobstructed open space and recreational area to accommodate a project's residents and employees.
B. The criteria, just stated, must be addressed prior to approval of any Use by Special Review requests, and are intended to provide clarity of purpose and direction for applicants, neighbors, concerned citizens, and Arapahoe County decision-makers.

13-901.10
In addition to the criteria in sections 13-901.01 through 13-901.09, the criteria set forth in the Regulations Governing Areas and Activities of State Interest in Arapahoe County ("1041 Regulations") shall also be considered in the evaluation of an application for a Use by Special Review for Major Electrical, Natural Gas, and Petroleum-Derivative Facilities of a Private Company in the A-E, A-1 and I-2 Zone Districts. Part V, sections A. and C., along with Appendix A, of the 1041 Regulations shall be used in determining whether such Use by Special Review should be approved.

13-902 PROCESS, SUBMITTAL REQUIREMENTS AND PROCEDURES
The process, submittal requirements and procedures for Use by Special Review applications are available from the Planning Division.

13-903 SUBMITTAL REQUIREMENTS
A complete application for a Use by Special Review hearing must contain the following:

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13-903.01
Letter of Intent requesting the Use by Special Review hearing and fully describing the intended use of the property. The letter must be signed by the property owner and applicant (if different from property owner), and a copy of the owner's deed must be included in the submittal.

13-903.02
A fee established by the Board of County Commissioners shall be established and paid to the Planning Division (Check made payable to Arapahoe County).

13-903.03
Phase III Drainage Report conforming to the requirements of the "Arapahoe County Storm Drainage Design & Technical Criteria", if required.

13-903.04
Traffic Report conforming to the requirements of the "Guidelines For Traffic Impact Studies", if required.

13-903.05
Cost estimate of public improvements such as sidewalks, roadway and/or drainage improvements, etc., if required.

13-903.06
An appropriate number of 11" x 17" reductions of the site plan as determined by the Planning Division.

13-903.07
Letter from the appropriate water and sanitation districts and fire district stating the availability to serve the proposal.

13-903.08
Structures located on the south side of streets or highways may be required to provide additional building setbacks, depending on structure heights, to allow necessary snow and ice melt from adjacent streets and sidewalks.

13-903.09
Owner(s) of Record signature block.

13-903.10
Additional information may be requested by the Planning Division as appropriate to the request, and information required above may be waived by the Planning Division Manager if it is deemed to be inappropriate to the request.

13-903.11
In addition to the above submittal requirements for a Use By Special Review application, the applicant for a Use by Special Review for a Major Electrical, Natural Gas, and Petroleum-Derivative Facilities of a Private Company shall comply with all of the submittal requirements for a 1041 Permit for "Major Electrical, Natural Gas, and Petroleum-Derivative

Facilities of a Public Utility" as set forth in the Regulations Governing Areas and Activities of State Interest in Arapahoe County (1041 Regulations).

13-904 EXHIBIT REQUIREMENTS

The Use By Special Review Plan shall be an a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) on 24" x 36" single/double matte mylar. The drawing shall be in upper case sans serif with a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee. The drawing shall be in upper case sans serif with a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee and contain the following information:

A. Project name, type of proposal (Use By Special Review Plan), legal description of the Plan's land area, date of the drawing, scale and north arrow.

B. Vicinity map with north arrow (scale of 1"=2,000' preferred) with an emphasis on the major roadway network within one (1) mile of the proposal.

C. The existing zoning of the property, as well as the zoning and residential density of all adjacent properties.

D. The graphic location, dimensions, maximum heights and gross floor area of all existing and proposed structure(s), the use(s) to be contained within, and the location of entrances and loading points.

E. Chart comparing all of the regulations and requirements of the proposed Use By Special Review Plan with those of the zoning district criteria regarding the proposed use(s), building heights, minimum lot area, gross floor area, gross floor area ratios, setbacks, open space, etc.

F. Existing and proposed finished grade topography at two foot (2') contours or less, tied to a datum acceptable to the County.

G. All proposed curb cut and driveway locations and dimensions, off-street parking locations, dimensions and total numbers by type (full size, ~~compact,~~ handicap accessible, etc.), and types of surfacing, such as asphalt paving, gravel, etc.

H. Public and private utility service lines and/or main lines with appurtenances.

I. All walks, open and recreation areas, with a description of these improvements.

J. Location of outdoor trash receptacle systems.

K. Provision for access by emergency vehicles.

L. Location and dimensions of all existing access points on immediately adjacent properties.

M. Location and dimension and surface treatment of drainage easements, volume capacity of all drainage ponds, and the size of the outlet restrictor(s).

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N. An illustrative landscape plan showing locations and general types of all proposed landscaping materials, including fences, walls, planters and any other landscaping features.

O. A Signage Plan describing and illustrating the size, location, type and material of all signs.

P. Location, type and height of lighting devices.

Q. Representative architectural elevation plans of all sides of proposed structures which show building heights, colors and general textures of materials to be used on the exterior of the proposed buildings.

R. Applicable notes and certifications approved by the County Attorney which regulate the development (Airport Influence Area note, off- site improvements note, etc.).

S. Board of County Commissioner's signature block.

13-905 SPECIFIC PROVISIONS

13-905.01

A. Applicants are required to meet with the Planning Division prior to formal submittal of Use by Special Review requests (unless waived by the Planning staff) in order to obtain input into the appropriateness of the request.

B. In order to assist the Planning staff in determining the completeness of a submittal, the following statement shall be included in the "Letter of Intent" which accompanies the submittal:

C. "I / (We) hereby affirm that this application meets the requirements of the Arapahoe County Zoning Regulations or includes proper requests for variance, waiver or exception from provisions that it does not meet. I understand that if it does not meet these Regulation's requirements or if proper requests for variance, waiver or exception are not included, this application may be rejected and the Board of County Commissioner's hearing dates may be postponed."

13-905.02

A. The applicant shall be responsible for public notice, prior to the Board of County Commissioners hearings, in compliance with the public notice requirements in Chapter 17.

B. In addition, an applicant for a Use by Special Review for Major Electrical, Natural Gas, and Petroleum-Derivative Facilities Owned by a Private Company shall provide mail notification of any required public hearings to all property owners located within 500 feet of the property boundaries of such proposed Use by Special Review at least 14 days prior to such public hearing.

13-905.03

A. The Board of County Commissioners will cause Notice to be published in relation to said Use by Special Review request. A published notice must be placed within a newspaper of general circulation within the County at least fourteen (14) days prior to the hearing date. This mandatory requirement is a condition precedent to the Board holding a hearing. The

applicant, or his authorized representative, will be required to be present in order to testify at the hearing as to the compliance with procedural requirements.

B. An application for a Use by Special Review for Major Electrical, Natural Gas, and Petroleum-Derivative Facilities Owned by a Private Company shall require review by the Planning Commission at a public hearing prior to consideration by the Board of County Commissioners. A published notice of public hearing in a newspaper of general circulation in the County shall also be required at least 14 days prior to the public hearing at the Planning Commission. The County may require publication in the newspaper of general circulation with the largest circulation serving the area affected by the proposed Use by Special Review. With the exception of a Use by Special Review application for Major Electrical, Natural Gas, and Petroleum-Derivative Facilities Owned by a Private Company, all other Use by Special Review applications shall only require a public hearing before the Board of County Commissioners and shall not be reviewed by the Planning Commission.

13-905.04

The Board of County Commissioners will take one of the following actions at their hearing:

A. Approve as submitted; or
B. Approve with conditions; or
C. Table (for further information, etc.); or
D. Take the request under advisement; or
E. Deny.

13-905.05

A. Once the Board of County Commissioners acts on the Use By Special Review request, the applicant and/or duly appointed representative will be notified of the Commissioners' decision as soon as practicable.
B. Copies of the Board of County Commissioners Resolution may be obtained at the Office of the Board of County Commissioners. The Use by Special Review becomes an approved use after the Board of County Commissioner's Chair signs the reproducible photographic mylar (prepared such that the text/line work does not bleed, flake, or scratch off) of the Use By Special Review Plan.

13-905.06

Approval of a Use By Special Review request shall be, and may be, subject to stipulations and/or conditions precedent which the applicant is deemed to accept by preparing a reproducible photographic mylar (prepared such that the text/line work does not bleed, flake, or scratch off) for signature by the Chair~~man~~ of the Board of County Commissioners within sixty (60) days from approval date. If no mylar is submitted, the Planning Division will recommend the Board of County Commissioners rescind approval of the request. An extension may be granted in writing by the Planning Division Manager.

13-905.07

If the Board of County Commissioners denies the request, no further applications proposing substantially the same use, uses or mixture of uses can be submitted to the County for a period of at least one (1) year.

13-905.08

An application for a Use by Special Review for Major Electrical, Natural Gas, and Petroleum-Derivative Facilities of a Private Company may be subject to the financial guarantee provisions contained in Part VI of the Regulations Governing Areas and Activities of State Interest in Arapahoe County (1041 Regulations).

13-906 AMENDMENTS

13-906.01 MINOR CHANGES

The guidelines used in the Administrative Amendment section will be used to determine if a change is minor. The Planning Division Manager will make the determination. Appeals to the Planning Division Manager's determination may be made to the Board of County Commissioners. If the changes are deemed minor, the minimum requirements are: one completed application form, one Letter of Intent, and one new revised reproducible photographic mylar (prepared such that the text/line work does not bleed, flake, or scratch off) of the Use By Special Review Plan for the Board of County Commissioners' signature.

13-906.02 SIGNIFICANT CHANGES

If the changes are determined to be significant, the proposed amendment to the Use By Special Review Plan will involve a resubmittal of documents and a hearing before the Board of County Commissioners for approval of the changes.

13-906.03 USE BY SPECIAL REVIEW AMENDMENT DOCUMENTATION

An amended Use by Special Review Plan shall contain all the original information, plus the items which are being changed. When possible, the development standards should appear in a chart format comparing the approved and proposed standards. Also, an Amendment History must be added to the document. If the amendment is required to be processed by the Board of County Commissioners, the submittal requirements for the Use by Special Review process will be required for the amendment.

SECTION 13-1000 VARIANCES AND INTERPRETATIONS TO THESE REGULATIONS

13-1001 PURPOSE OF VARIANCE

The purpose of a variance is to allow variance from the strict application of the terms of these Regulations.

13-1002 VARIANCES IN USE PROHIBITED

In no case shall a variance be granted to permit a use other than a use permitted in that district.

13-1003 GRANT OF VARIANCE

A variance may be granted when, by reason of exceptional circumstances, the literal interpretation or application of these Regulations shall create a hardship.

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13-1004 CONDITIONS FOR VARIANCE

The establishment of a hardship shall be clearly demonstrated by the applicant for variance, and the following conditions must be shown by the applicant:

13-1004.01

The strict application of these Regulations would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Regulations.

13-1004.02

Any variance shall not grant special privileges inconsistent with the limitations upon other properties in the vicinity and zoning district in which the subject property is located.

13-1004.03

Because of special, applicable circumstances, including size, shape, topography, or location, the strict application of these Regulations will deprive the subject property of privileges enjoyed by other properties in the vicinity and under identical zone classification; or that there are exceptional circumstances or conditions applicable to the property involved or to the intended use or development of the property that do not apply generally to other property in the same zone or neighborhood.

13-1004.04

That the condition or situation for which the variance is sought is not of so general a nature that the formulation of regulations would be necessary to insure consistent application of the regulations.

13-1004.05

That the granting of a variance will not be substantially detrimental to the public good and will not substantially impair the intent and purpose of these Regulations.

13-1004.06

That the granting of a variance will not be contrary to the objectives of the Arapahoe County Comprehensive Plan.

13-1005 PROCEDURE

13-1005.01

Maps, drawings and/or any other substantiating evidence may be required as part of the application. They shall be submitted to the Recording Secretary of the Board of Adjustment prior to the hearing for the variance request.

13-1005.02

At least fourteen (14) days prior to the Board of Adjustment hearing, the applicant shall post a "Notice of Public Hearing": sign upon the property in locations determined by the Zoning Administrator. Such signs must be visible from the nearest adjacent right-of-way to the parcel associated with the Variance request.

13-1005.03

A "Certification of Posting" form shall be completed by the applicant and submitted to the Board of Adjustment Secretary. Such certification attests to the continual posting of the

public hearing sign in the proper location for the required fourteen (14) day period. The Board of Adjustment may require the applicant to testify at the public hearing as to compliance with these procedural requirements.

13-1005.04

A. The property on which a variance is requested shall be posted with a sign not less than three feet by four feet (3' x 4') on posts not less than four feet (4') above natural grade, and shall contain the following information:

NOTICE OF ZONING VARIANCE (INTERPRETATION)*

Notice is hereby given that property upon which this sign is posted shall be considered for a (variance) (interpretation) in zone category ( ) in (specify variance/interpretation requested) requirements. Additional information may be obtained from the recording secretary to the Arapahoe County Board of Adjustment at 720-874-6711. Such hearing is to be held on_____day of _____, 20__ , at___ a.m./p.m. ~~at the PWD Building at 10730 Briarwood Ave., Suite 100~~, at 6954 S. Lima Street, Centennial, Colorado, 80112 or as soon thereafter as possible.

DATE OF POSTING _____

NAME OF APPLICANT_____

*(must be 4 inch letters in red)

B. Said sign shall be erected on the property in a prominent place, visible from the nearest dedicated public roadway for a period of not less than fourteen (14) days prior to the hearing.

13-1006 APPLICATION FEE

A fee shall be established by the Board of County Commissioners and shall be paid to the PWD Department at time of application.

SECTION 13-1100 RURAL CLUSTER OPTION

13-1101 APPLICABILITY AND RELATED PROVISIONS

A. A Rural Cluster Option is available within the Rural Area in the A-1 Zone District and portions of the A-E Zone District consistent with the purpose and intent and general requirements stated in Chapter 14 of the Arapahoe County Subdivision Regulations.

B. An applicant for the Rural Cluster Option should refer to Chapter 14 of the Subdivision Regulations for applicable provisions addressing:

1. Applicability of the rural cluster option within the Rural Areas zoned A-1 and A-E;
2. Cluster subdivision review procedures;

3. Standards regarding the minimum amount of conservation area set-aside;
4. Standards regarding the design of the residential cluster and conservation area components of a rural cluster subdivision;
5. Standards regarding utility and infrastructure requirements; and
6. Standards regarding ownership and maintenance of the conservation area(s).

13-1102 COMPONENTS OF A RURAL CLUSTER DEVELOPMENT

A cluster subdivision is comprised of two components: (1) the residential cluster and (2) the conservation area. The residential cluster is the portion of the development parcel that is subdivided into lots for single-family residential and accessory uses. The conservation area is the larger portion of the development parcel that is platted as a tract(s) and permanently preserved for agricultural or open space uses.

13-1103 RESIDENTIAL CLUSTER STANDARDS

13-1103.01 ALLOWED USES ON RESIDENTIAL CLUSTER LOTS

A. **Residential Cluster Lots Other Than Conservancy Lots**. Notwithstanding the uses allowed in Chapter 4 of the Zoning Regulations, allowed uses shall be limited to one principal single-family dwelling unit, one mother-in-law apartment/dwelling unit attached to the principal dwelling structure, plus the following residential accessory uses:
   1. Home occupation.
   2. Shelter for agricultural implements and tools used to maintain premises.
   3. Keeping of not more than one (1) agricultural animal (e.g., horses, cattle, llamas, goats, chickens) per one (1) gross acre.
   4. Private stables to keep permitted animals, provided the stable is located on the rear half of the lot and no closer than 25 feet to a lot line and 50 feet to any dwelling unit.
   5. Greenhouse, provided products are used for consumption by residents only.
   6. Keeping of not more than four (4) domestic pets (e.g., dogs, cats, birds, small animals, reptiles), not including any exotic animals, and provided such pets are customarily kept in homes and are customarily purchased at local pet stores for the sole pleasure and enjoyment of the occupants.

B. **Accessory Buildings**. Notwithstanding the uses allowed in Chapter 4 of the Zoning regulations, allowed accessory buildings shall be limited to:
   1. Maximum Number: In addition to one detached garage, the maximum number of accessory buildings greater than 120 square feet in area shall be two (2). In addition, the maximum number of accessory buildings of 120 square feet or less shall be three (3).
   2. Maximum Size: The maximum size of an accessory building greater than 120 square feet shall be 800 square feet.

3. Maximum Height of Accessory Buildings: Other than agricultural silos, the maximum height of accessory buildings shall be a maximum of 20 feet.
4. Minimum Accessory Building Setbacks: All accessory buildings shall comply with the IBC minimum setback from the principal dwelling structure, and shall be a minimum of 50 feet from all lot property lines.

C. **Conservancy Lots.** Notwithstanding the uses allowed in Chapter 4 of the Zoning Regulations, allowed uses on the non-restricted portion of the conservancy lot shall be the same as for other residential cluster lots, as stated in subsection (A) above. On the restricted, conserved portion of the conservancy lot, uses shall be limited to those allowed in Chapter 13, "Allowed Uses and Activities in Conservation Areas," below.

13-1103.02 MAXIMUM GROSS DENSITY UNDER RURAL CLUSTER OPTION

The maximum gross density permitted under the rural cluster option shall be measured using the gross land area (in acres) of the entire parcel that is the subject of the cluster subdivision application (i.e., including land set aside in tracts as the conservation areas).

1. **In the A-E Zoning District:** Gross density not to exceed 2.25 dwelling units per 35 acres is permitted. This represents a 125% increase over gross density typically permitted in the A-E zoning district.
2. **In the A-1 Zoning District:** Gross density not to exceed 1.75 dwelling units per 19 acres is permitted. This represents a 75% increase over gross density typically permitted in the A-1 zoning district.
3. **Calculations.** Where the total number of dwelling units calculated results in a fractional number, the applicant shall round to the nearest whole number.

13-1103.03 DISCRETIONARY DENSITY BONUSES

13-1103.03.01 General Provisions

A. Bonuses are Discretionary. At the discretion of the Board of County Commissioners, the applicant may earn density bonuses in addition to the maximum gross density permitted under the rural cluster option in Chapter 13, above.

B. Bonuses are Cumulative. The applicant may seek application of more than one bonus density provision below, and the total bonus density earned shall be cumulative. However, in no case shall the total density earned through these bonus provisions be increased above the maximum gross density allowed in Chapter 13, above, by more than 100% for the A-E district and by more than 50% for the A-1 district.

C. Flexibility to Accommodate Bonus Density.
   1. The Board shall have the authority to vary the minimum lot size and the minimum amount of conservation area required by this Chapter 13 and Chapter 14 of the Subdivision Regulations in order to accommodate the additional lots earned through these bonus density provisions and/or to bolster the economics of central water/sewer systems.

2. However, in no case shall the Board reduce the minimum lot size to less than 1.5 acres, or reduce the percentage conservation area requirement to less than 60%.
3. Notwithstanding this provision, cluster lots served by both an onsite wastewater system and an on-lot water well shall be a minimum of 2.5 acres.
4. Prior to any Board action under this provision to reduce the lot size for cluster lots served by an on-lot septic system, the county shall request the Tri-County Health Department to provide an opinion regarding the proposed reduction.

D. **No Guarantee of Density**. This subsection shall not be interpreted as a guarantee of achievable density. Cluster developments using bonus density provisions shall be subject to all other applicable regulations of this Chapter 13 and Chapter 15 of the Subdivision Regulations. Other regulations or site specific conditions may prevent maximum bonus density levels from being achieved.

E. 20% Bonus for Providing Central (Community) Water. The County may grant up to a 20% increase in the permitted maximum gross density for providing a central (community) water system to serve the residential cluster lots.

F. **20% Bonus for Providing Central (Community) Sewer.** The County may grant up to a 20% increase in the permitted maximum gross density for providing a central (community) sewer system to serve the residential cluster lots.

G. **20% Bonus for Fire Safety Protection.** The County may grant up to a 20% increase in the permitted maximum gross density for provision of sprinkler systems for fire protection in each approved residential dwelling unit. To be eligible for this bonus, such systems must be approved by the County and the fire district with jurisdiction over the rural cluster subdivision.

H. **10% Bonus for Public Trail Dedications.** The County may grant a 10% increase in the permitted maximum gross density for the development and dedication of public trails, subject to the following conditions:

1. The trail shall be located east of Manila Mile Road and outside the boundaries of the Urban Drainage and Flood Control District;
2. The trail shall be located adjacent to riparian corridors and consistent with the Comprehensive Plan, as amended, or consistent with any trails/open space plan as adopted and amended; and
3. All trails shall be developed in accordance with applicable county construction standards and specifications, and shall provide for convenient public access.

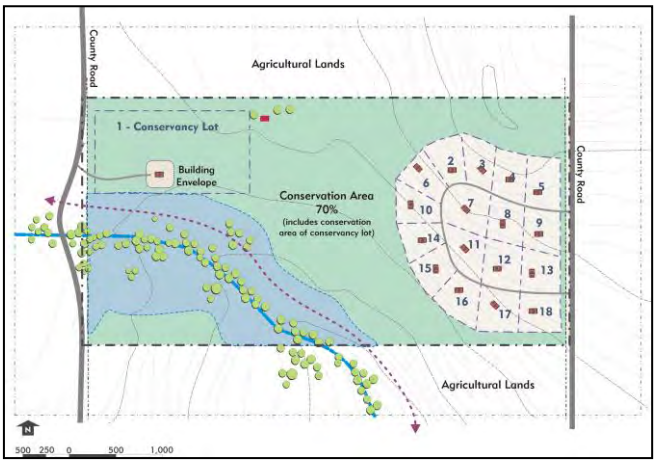
13-1103.04 CLUSTER LOT SIZE/LOT DIMENSIONS/BUILDING HEIGHT

A. Cluster Lot Size. The minimum lot area requirements set forth in Chapter 4 of the Zoning Regulations for the A-E and A-1 districts, respectively, shall not apply to lots within a residential cluster. Instead, lots within a residential cluster shall comply with the following requirements:

B. Residential lots in a rural cluster subdivision in the A-E or A-1 Zoning Districts shall be:

1. **A minimum size of 2.5 acres.**
2. **A maximum size of 10 acres, except for conservancy lots (below).**
    a. **Conservancy Lots.**
        i. At the applicant's option, a residential lot in a rural cluster may exceed the maximum 10 acres if it is developed as a conservancy lot, according to the following standards. A conservancy lot is a buildable cluster lot, a significant portion of which is deed-restricted for conservation purposes. Typically, a conservancy lot is privately owned, and remains under the control of the individual lot owner.
        ii. Conservancy lot shall be a minimum of 20 acres in size.
        iii. A conservancy lot may be a flag lot.
        iv. A minimum of 90 percent of the conservancy lot shall be protected from future development in perpetuity by a conservation easement or other deed restriction acceptable to the County. The total area of the conserved portion of the conservancy lot shall be credited toward the minimum conservation area required in Chapter 14 of the Subdivision Regulations.
        v. A maximum of one single-family detached residential unit, plus related accessory uses, may be developed on a conservancy lot, but not within the portion reserved for conservation purposes. *Please see* Section 13-1103.01, above, regarding permitted principal and accessory uses within residential clusters.
        vi. The conserved portion of the conservancy lot may be used only as permitted by Chapter 13, "Allowed Uses in Conservation Areas," below.

Figure 1: Example of Rural Cluster Option incorporating one Conservancy Lot.



C. Maximum Building Height and Minimum Cluster Lot Dimension Requirements. The maximum building height, minimum lot width, and minimum yard requirements set forth in Chapter 4 for the A-E and A-1 districts, respectively, shall not apply to development on lots within a residential cluster. Instead lots and structures in a residential cluster shall comply with the following standards:

Maximum Building Height and Minimum Lot Dimension Requirements for Residential Clusters	
Maximum Building Height	35 feet
Maximum Accessory Building Height	20 feet
Minimum Lot Width	100 feet, except for flag lots permitted according to the County Subdivision Regulations
Minimum Front Yard:	
Principal Structure	50 feet
Accessory Structure	Front building line of the principal structure
Minimum Side Yard:	
Principal Structure	25 feet
Accessory Structure	50 feet
Minimum Rear Yard:	
Principal Structure	25 feet
Accessory Structure	50 feet

D. Minimum Setbacks for Residential and Agricultural Uses.

1. Minimum Setbacks from Agriculture Uses—New Residential Development. Principal residential dwellings shall be constructed consistent with the following minimum setbacks from existing agricultural uses and structures located on adjacent lots, parcels, or tracts (including agriculture uses in the conservation area):
2. Pasture, cropland, orchards: 200 feet.
3. Barns and livestock buildings/corrals/pens: 300 feet.
4. Minimum Setbacks from Residential Uses—New Agricultural Operations. No livestock pens, fenced corrals, or buildings for keeping livestock shall be located nearer than 200 feet from dwellings existing on adjacent lots or parcels of lands.
5. Minimum Setbacks—Measurement. The setbacks required by this subsection shall be measured from the closest exterior wall of the principal residential dwelling to the closest boundary, edge, or fence/wall of the subject agricultural use or structure. Alternately, the setback may be measured from the closest edge of a designated building envelope for the proposed residential dwelling to the closest boundary of boundary, edge, or fence/wall of the subject agricultural use or structure.

13-1103.05 FENCING STANDARDS

13-1103.05.01 STRICTEST FENCE STANDARD APPLIES

In case of overlapping or conflicting fence standards in this section or in this Land Development Code, the strictest fence standard shall apply.

13-1103.05.02 GENERAL FENCE STANDARDS

A. Fencing should be avoided except as needed for wildlife corridors, domestic animal control, or livestock containment.
B. When fencing is proposed, it shall conform to the topography and shall be of a color and materials that blend with the surrounding natural environment.

13-1103.05.03 PROPERTY LINE FENCING ADJACENT TO CONSERVATION AREAS

A. To the maximum extent possible, property lines adjacent to a conservation area should remain unfenced to preserve the open character of the Rural Area.
B. The property owner may erect fences no higher than 42 inches on a property line bordering a conservation area. Such fences shall be limited to open, non-opaque fence materials (at least 50% open), except that wire mesh (e.g., chain link) and picket-style open fences are prohibited. For general fencing purposes, the County strongly encourages fence types typical of the agricultural fences historically used in the Rural Area, including 2-, 3-, or 4-strand wire fences; post and pole fences; post, pole and wire fences; and buck and pole fences.

13-1103.05.04 RESIDENTIAL PRIVACY FENCING

Privacy fencing and other solid and restricted access fencing shall be restricted to the immediate area surrounding the principal residential structure and shall not be used as a method to designate the outer boundaries of the property. Where building envelopes are designated on the Cluster Subdivision Plat, privacy fencing is permitted only within the building envelope.

13-1103.05.05 FENCING IN WILDLIFE HABITAT

A. Fencing in a critical wildlife habitat area shall not exceed 42 inches in height, except to the extent that staff approves higher fencing to confine permitted domestic animals.
B. Specific fence types and elements shall comply with the Colorado Division of Wildlife's specific fencing recommendations for the subject application. If CDOW does not recommended specific fence standards during its review, the applicant shall comply with the fencing guidelines and standards recommended for the applicable species in the Division's manual, *Fences with Wildlife In Mind*, as amended from time to time.

13-1103.05.06 FENCING ADJACENT TO AGRICULTURAL USES

A. **Site-Specific Design.** Fences may be constructed to separate new residential development from adjoining agricultural lands and uses. Fences shall be

designed on a site-specific basis to minimize impacts to ongoing agricultural operations. All fence wire on barbed wire and combination fences shall be placed on the side of the fence that faces the livestock.

B. **Written Agreements.** The applicant shall include language, approved by the County, in protective covenants and on the recorded Cluster Subdivision Plat putting cluster lot owners on notice that maintenance of any fence for the purposes of fencing out livestock is the responsibility of the lot owner or the homeowners' association. Such agreements shall include a process for notifying owners adjacent to agricultural operations that Colorado has adopted statutory requirements for "fencing out" livestock. Those agreements shall place responsibility for fence maintenance on the developer, the appropriate association, or individual lot owner so long as the agricultural operation continues.

C. **Existing Agricultural Access.** Fencing shall not in any way interfere with the operation or maintenance of any existing or historic agricultural access, including to historic ditches.

13-1104 CONSERVATION AREA STANDARDS

13-1104.01 ALLOWED USES AND ACTIVITIES IN CONSERVATION AREA(S)

Notwithstanding the uses allowed in Chapter 4 of the Zoning Regulations, the following uses and activities are the only uses allowed in the conservation area(s):

A. Passive open space and trails.

B. Agricultural or ranch uses, subject to the following conditions:

1. **Limits on Types of Agricultural Uses Allowed.** Agricultural or ranch uses shall be specifically limited to the following types only:
    a) The production, cultivation, growing, and harvesting of plant crops, but not including silviculture (forestry).
    b) The raising and/or the breeding of livestock, including horses, dairy and beef cattle, sheep, goats, fur-bearing animals, poultry, and swine, but not including confined animal feeding operations (CAFO). Animal grazing shall be prohibited: (a) within 100 feet of the bank of a perennial stream corridor; (b) within 100 feet of delineated wetlands; and (c) within critical wildlife habitat identified by the County. In addition, the number of livestock that may be raised or kept within the conservation area shall be limited, as follows:
        i. Large Animal Livestock (horses, cows, cattle, bison, elk, and similar-sized livestock of breeding age with similar waste impacts): 1 animal per 20 acres.
        ii. All Other Livestock (chickens, emus, llamas, alpaca, deer, geese, goats, ostrich, miniature horses, sheep, swine, and similar-sized livestock of breeding age with similar waste impacts): 1 animal per 5 acres.
        iii. The County may approve requests to keep, raise, or breed a greater amount of livestock than allowed by-right herein through the Special Exception Use process stated in Chapter 13 of these Zoning Regulations. The County shall refer the

special exception use application to the National Resource Conservation District (NRCD) for review, and its final decision shall be consistent with the NRCD's recommendation.

c) The production of nursery products and sod.
d) The harvesting, storage, packaging, processing, distribution, and sale or trade of such commodities where such activities occur at the point of production.

2. **Agriculture Support and Related Uses Not Allowed.** The agricultural and ranch uses specified above shall not include the uses, structures, and retail services normally associated with agriculture-related or agriculture-support uses such as, but not limited to: Mill feed and farm supply centers, kennels, veterinary hospitals, farm equipment and machinery sales or repairs, the commercial slaughter of animals, commercial riding stables, retail sales of farm goods/products not produced on the same property as where the point of sale occurs, and similar uses as the Planning Division Manager may determine.

C. Private stables to keep animals permitted on either the conservation area lands or on residential cluster lots.
D. Private barns, sheds, and similar agricultural accessory structures to store equipment necessary to support an active agricultural use of the conservation area.
E. Conservation and restoration of natural areas, including but not limited to riparian corridors and wildlife habitat.
F. Historic structures that are more than 50 years old.
G. Archaeological sites.
H. Perimeter fences, provided such fences comply with the fencing standards stated in this Land Development Code. Opaque, privacy-type perimeter fences and walls are prohibited.
I. Minor utilities and driveways, subject to criteria set forth in this Land Development Code "Utility and Infrastructure Requirements," and limited to the following:
   1. Easements and improvements for stormwater drainage;
   2. Common or shared driveway used to connect a County access road with the residential cluster(s);
   3. Central sewer systems in accordance with all applicable federal, state, DRCOG, and Tri-County Health Department standards and specifications and subject to Location and Extent review under this Chapter as applicable; and
   4. Central water supply systems in accordance with all applicable federal and state standards and specifications and subject to Location and Extent review under this Chapter as applicable.

CHAPTER 14 SUBDIVISION REGULATIONS

SECTION 14-100 PROVISIONS

14-101 TITLE

A. This resolution shall be known and may be cited as the Subdivision Regulations of Arapahoe County, Colorado.
B. For the purposes of this Resolution, "The Subdivision Regulations" shall mean the Subdivision Regulations of Arapahoe County, Colorado.
C. The Subdivision Regulations include and incorporate the following separate documents duly adopted by the Arapahoe County Board of County Commissioners:
    1. The "Arapahoe County Stormwater Management Manual," hereinafter as the Stormwater Manual.
    2. The "Arapahoe County Infrastructure Design and Construction Standards," hereinafter as the Roadway Design Standards.
    3. The "Arapahoe County Grading Erosion Sediment Control Standards, hereinafter as the GESC Manual.
    4. The "Rural Engineering Standards."

14-102 PURPOSE

A. The subdivision of land is the first step in the process of urban development. The arrangement of land parcels for residential, commercial, industrial, recreational utilities and other public purposes will determine to a large degree the quality of health, safety, and economy of the environment.
B. These regulations are designed, intended, and should be administered in a manner to:
    1. Implement the Comprehensive Plan.
    2. Establish adequate and accurate records of land subdivision.
    3. Harmoniously relate the development of the various tracts of land to the existing community and facilitate the future development of appropriate adjoining tracts.
    4. Provide for adequate, safe, and efficient public utilities and improvements; and to provide for other general community facilities and public places.
    5. Provide for light, air, parks, and other spaces for public use.
    6. Provide for protection from fire, flood, and other dangers; and to provide for proper design of storm water drainage facilities and streets.
    7. Provide that the cost of improvements which primarily benefit the tract of land being developed be borne by the owners/developers of the tract, and the costs of improvements which primarily benefit the whole community be borne by the whole community.
    8. Provide for the administration and regulation of special areas and activities as might be delineated in the County Master Plan.

14-103 JURISDICTION

14-103.01 UNINCORPORATED COUNTY

These Subdivision Regulations shall apply to all land in the unincorporated portion of Arapahoe County, Colorado.

14-103.02 ENABLING LEGISLATION

The County is enabled to control the subdivision of all of the land within the unincorporated portion of Arapahoe County by virtue of Article 28 of Title 30 of the Colorado Revised Statutes as amended.

14-103.03 AUTHORITY TO PLAN AND REGULATE

The County has the authority to plan for and regulate the use of land and to administer and regulate special areas and activities as might be delineated in the Master Plan or Comprehensive Plan under Article 65.1 of Title 24 of the Colorado Revised Statutes as amended (H.B. 1041 - 1974).

14-104 ENFORCEMENT

14-104.01 SALE OF LAND BEFORE FINAL PLAT

Any subdivider, or agent of a subdivider, who transfers legal or equitable title or sells any subdivided land before a final plat for such subdivided land has been approved by the Board of County Commissioners and recorded or filed in the office of the County Clerk and Recorder is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than one thousand dollars nor less than five hundred dollars for each parcel of or interest in subdivided land which is sold. All fines collected under this paragraph shall be credited to the general fund of the County. No person shall be prosecuted, tried, or punished under this paragraph unless the indictment, information, complaint, or action for the same is instituted prior to the expiration of eighteen months after the recordation or filing in the office of the County Clerk and Recorder of the instrument transferring or selling such subdivided land.

14-104.02 TAXES TO BE PAID

No plat for subdivided land shall be approved by the Board of County Commissioners unless, at the time of the approval of platting, the subdivider provides the certification of the County Treasurer's office that all ad valorem taxes applicable to such subdivided land, for years prior to that year in which approval is granted, have been paid.

14-104.03 POWER TO ENJOIN FROM SELLING

The Board of County Commissioners of Arapahoe County shall have the power to bring an action to enjoin any subdivider from selling subdivided land before a final plat for such subdivided land has been approved by the Board of County Commissioners.

14-104.04 POWER TO ENJOIN FROM DEVELOPMENT ACTIVITY

The Board of County Commissioners of Arapahoe County shall have the power to bring action to enjoin any subdivider or developer from engaging in development activities or development in areas which have been identified as special pursuant to Article 65.1 of Title 24 C.R.S. as amended (H.B. 1041-1974) until a final plat, including any extraordinary required evidence or procedures for such specific areas or activities as prescribed in the County Zoning Regulations has been approved by the Board of County Commissioners.

14-104.05 DUTY TO CONFORM

All departments, officials and public employees of the County of Arapahoe vested with the duty of authority to issue permits, shall conform to the conditions of these regulations. It shall be the duty of the Board of County Commissioners, the Director of PWD, District Attorney, or their duly appointed representatives to enforce the provisions of these regulations.

14-104.06 PERMITS TO CONSTRUCT OR IMPROVE

No permits shall be issued by the Director of PWD, nor any other administrative officer of the County, for the construction of any building, or other improvements requiring a permit, upon any land for which a plat is required by this resolution, unless and until the requirements thereof have been complied with.

14-105 AMENDMENTS

After study and recommendation by the Planning Commission, and upon public hearing, this Resolution may be amended by the Board of County Commissioners.

14-106 SEPARABILITY CLAUSE

If an article, section, sub-section, sentence, clauses, or phrase of this Resolution is for any reason held unconstitutional or illegal, such determination shall not affect the validity of the remaining portion of this Resolution.

14-107 EFFECTIVE DATE

This Resolution shall be in effect from the date of adoption by the Board of County Commissioners, pursuant to legal provisions and procedures as required by state statutes of the State of Colorado.

14-108 GENERAL PROVISIONS

A. All subdivision applications shall provide evidence that sufficient regional infrastructure, facilities, networks or systems (hereafter “regional improvements” (Section 15-201.16 and 15-201.17) are available or can be made available to serve the development proposal. Examples of regional improvements include, but are not limited to: traffic signals; major intersection improvements; utilities;

arterial road infrastructure serving public facilities (such as schools, parks, libraries, and government offices); bridges; parks; schools; libraries; and public transportation facilities.

B. The Board of County Commissioners may restrict or postpone approval of the subdivision and the issuance of any new building permits until the needs are met. The restrictions may consist of any action or combination of actions which, in the discretion of the Board, sufficiently provide for the particular regional improvements before the impacts of the subdivision create the need for the improvement.

14-108.01 RESTRICTIONS

The restrictions determined by Board of County Commissioners may include any of the following:

A. Postponement of approval of subdivision plats not yet approved; or
B. The imposition of conditions upon approval of the subdivision; or
C. Restrictions or limitations on the issuance of building permits or certificates of occupancy; or
D. The assessment of fees and charges as needed to equitably provide for the cost of the regional improvements; or
E. Required pro-rata contributions toward the cost of the regional improvements prior to approval or permit issuance; or
F. Any combination of the above, with the calculation based upon the benefit to the subdivision and the need created or exacerbated by the subdivision.
G. All applications for preliminary and Final Plat approval must include evidence addressing regional improvements.

14-108.02 NAMING

No subdivision or plat name shall be used which will duplicate, or be confused with an existing or proposed subdivision name. The County reserves the right to name the subdivision.

14-108.03 BUILDING PERMIT

No building permit shall be issued unless all of the property covered within such a Final Plat /Replat is covered by an approved Final Development Plan, ASP, Subdivision Development Plan, or complies with the building permit process.

14-108.04 BUILDING PERMIT – EXEMPTED FROM SUBDIVISION

No building or construction permit shall be issued covering unplatted property prior to approval of the Final Plat, unless the property has been specifically exempted from Final Plat requirement by definition or by official action of the Board of County.

14-109 PROCESSING FEES

14-109.01 FEES PAID WITH APPLICATION

To defray the costs of administrative procedures, the Board of County Commissioners shall require processing fees. Amounts of processing fees shall be determined by the Board of County Commissioners and shall be paid at the time of application.

14-109.02 FEE WAIVER OR REDUCTION

A. A Subdivider may submit a written request to the PWD Department for the waiver of all or a portion of fees or other platting submittal requirements. The letter should set forth the extent of the waiver and the reasons for requesting the waiver.
B. The Planning Division Manager or designee will review the request and make a recommendation to the Board of County Commissioners. The County Commissioners will approve or deny the request based on a review of the evidence and the recommendation of the Planning Division Manager or designee.

14-110 ENGINEERING WAIVERS

14-110.01 AUTHORITY

The Engineering Division has published a document describing the method for requesting and processing requests for variances, exceptions, and waivers of County engineering criteria. Generally, the process involves a three-level authority for hearing and acting on these requests:

A. A Technical Review Committee,
B. The Director of Development Services/Infrastructure Management, and
C. The Board of County Commissioners.

14-110.02 UNFAVORABLE CONSIDERATION

Unfavorable consideration by the Technical Review Committee may be reversed by subsequent action of the Director of Development Services/Infrastructure Management, or ultimately, the Board of County Commissioners. The Board of County Commissioners reserves the right to deny waiver requests approved by the Technical Review Committee or the Director of Development Services/Infrastructure Management.

14-110.03 EXEMPTION FOR DRAINAGE STUDY

An exception to the three level processes is that individual case engineers may approve an Exemption from the drainage study submittal requirement, without Technical Review Committee action, if certain criteria are met. The specific criteria are set forth in Technical Bulletin 89-2 “Procedures for Processing and Approving Drainage Study Exemptions.”

14-110.04 PROCESS

A waiver request must be made in writing, including requests for the Director of Public Works and Development and/or the Board of County Commissioners to reverse the decisions of the lower authority. Administrative Procedural Directive 88-7, "Variances, Exceptions, and Waivers of County Engineering Criteria," and Technical Bulletin 89-2, "Procedures for Processing and Approving Drainage Study Exemptions," are available upon request at the Engineering Services Division office.

14-111 DEDICATION STANDARDS

14-111.01 INTENT

Public land dedication shall be provided by the Owner/Subdivider of land which is subdivided to permit residential uses, for use of public parks, public schools and other public purposes to serve the future residents of the subdivision. As used in this Section, the term "other public purposes" would include, but not be limited to, libraries, fire stations, public buildings and other similar facilities.

14-111.02 LAND SUITABILITY AND IMPROVEMENTS

The agency or department eligible for the land dedication must evaluate land suitable for dedication and provide written comments to the Board of County Commissioners prior to the final plat hearing before the Board. Land may also be excluded when determined by the Board of County Commissioners that the land is unsuitable for the development purposes and does not meet County requirements. A determination of land suitability will include the following:

A. LAND FOR PUBLIC SCHOOLS

1. Land without geologic hazards or contaminated waste;
2. Land exclusively outside of the floodplain with slopes no greater than 5%;
3. Land agreed upon by the school district, and
4. Land with access to a public street of suitable classification.

B. LAND FOR PUBLIC PARKS

1. Land without geologic hazards or contaminated waste.
2. Land with appropriate access for pedestrian use with limited parking.
3. Land strategically located as a link between other open space areas and parklands.
4. The owner/subdivider shall be required to install street, sidewalk and drainage improvements serving the dedicated site and sewer and water lines to the site. The site shall be preserved in its natural physical condition, unless otherwise approved by the Board of County Commissioners. Public improvements and sewer and water line extensions shall be provided at the time when adjacent improvements are installed, or upon request of the Arapahoe County Board of County Commissioners, and shall be included within the subdivision improvement agreement for the development.
5. Once these improvements have been installed, the school district, park district or other public entity shall be responsible for the repair

of any damage to such improvements caused during construction on such dedicated sites.

C. LAND FOR OTHER PUBLIC PURPOSES

1. Land without geologic hazards or contaminated waste; and
2. Land that includes floodplain area may use no more than 5% of the floodplain for credit towards the dedication requirement.

14-111.03 FORMULA FOR CALCULATING LAND DEDICATION REQUIREMENT

The method to determine the amount of land to be dedicated by any Owner/Subdivider of residential land shall be based upon the population and students expected to be generated at the time of completion of the project, determined in accordance with the standards set forth in these regulations. The following standards shall be used to calculate the amount of land to be dedicated in connection with final plat approval.

14-111.03.01 ACREAGE REQUIRED FOR PARKS AND OTHER PUBLIC PURPOSES

A. Public Parks: 6.00 acres of dedicated land/1,000 population
B. Other Public Purposes: 0.25 acre of dedicated land/1,000 population

114-111.03.02 ACREAGE REQUIRED FOR SUBURBAN AND RURAL PUBLIC SCHOOLS

A. CLASSIFICATION OF SCHOOLS

Although average household size and student population per household is generally similar throughout Arapahoe County, the regulations should recognize differences between suburban and rural school facilities. The following is a breakdown of the school districts within Arapahoe County that are considered suburban and rural, respectively:

Suburban School Districts	Rural School Districts
Aurora School District No. 28j	Bennett School District No. 29j
Cherry Creek School District No. 5	Byers School District No. 32j
Englewood School District No. 1	Deer Trail School District No. 26j
Littleton School District No. 6	Strasburg School District No. 31j
Sheridan School District No. 2	

B. LAND REQUIRED FOR PUBLIC SCHOOLS PER STUDENT

The following figures shall be used to determine the land area per student that is required to be dedicated for subdivisions creating new residential units:

1. SUBURBAN SCHOOL DISTRICTS

   The land area required is 0.0260 acres per student. This is based on the total land area required for elementary, middle, and high schools divided by the total number of students, or 81.25 acres divided by 3,125 students. It is assumed that elementary schools require 11.5 acres for 650 students, middle schools require 21.75 acres for 675 students, and high schools require 48 acres for 1,800 students.

2. RURAL SCHOOL DISTRICTS
   The land area required is 0.0597 acres per student. This is based on the total land area required for elementary, middle, and high schools divided by the total number of students, or 60.06 acres divided by 1,006 students. It is assumed that elementary schools require 8.7 acres for 370 students, middle schools require 17.12 acres for 212 students, and high schools require 34.24 acres for 424 students.

C. POPULATION AND STUDENT GENERATION CALCULATIONS

Calculations for determining population have been broken down into three residential land use densities in dwelling units per acre (du/ac) and with the following persons per dwelling unit and students per dwelling unit:

Residential Density	Population Generated	Students Generated
0.00 – 7.49 du/ac	2.96 persons/du	0.775 students/du
7.50 - 14.99 du/ac	2.39 persons/du	0.364 students/ du
15.00 du/ac and above	1.76 persons/du	0.195 students/du

14-111.05 LAND VALUE CALCULATION

14-111.05.01 DETERMINATION TO DEDICATE OR PAY EQUIVALENT

If the Board of County Commissioners determines that the acreage required within a development for schools, parks or other public purposes is too small to be viable or desirable or cannot be integrated into the development, the owner/subdivider shall be required to pay a sum of money to Arapahoe County, Colorado, in lieu of the land dedication requirement set forth in Section 201 and 202 above.

14-111.05.02 APPRAISAL METHOD

A. Equivalent Value: The amount of said sum of money shall be the equivalent value of the area calculated to be dedicated. This shall mean the current fair market value of the total zoned and platted lands, improved with access and utility improvements as required for dedicated sites.

B. Methods to Determine Fair Market Value: There are two methods available to the applicant to determine the fair market value of the land: the Appraisal Method and the Assumed Value Method. Under both methods, the value shall be current to within six months of the Board of County Commissioners hearing on the final plat.

1. Appraisal Method: The Appraisal Method shall be followed to determine the fair market value of the property unless the applicant elects to determine the value under the Assumed Value Method described below as Option 2. Under the Appraisal Method, the fair market value of the property is determined by the Board of County Commissioners after consideration of qualifying appraisals submitted to the Board of County Commissioners.

   a. After acceptance of a final plat submittal, the Planning Division shall determine whether cash-in-lieu of land dedication will be required for the plat, and shall mail such determination to the applicant and the public agencies eligible to receive dedicated sites from the development. The determination shall also set forth the estimated cash-in-lieu amounts using the Assumed Value Method.

b. Unless the applicant notifies the Planning Division of the applicant's decision to accept the valuation determined by the Assumed Value Method (on a form approved by the Planning Division), the applicant shall submit, prior to the scheduling of a Board of County Commissioners hearing, a complying M.A.I. appraisal of the developable portion of the property which is the subject of the final plat application. The appraisal shall state the fair market value of such property assuming that the final plat is approved, and assuming that the school site is improved with the public improvements and water and sewer facilities required for dedicated sites. The appraisal shall otherwise comply with all form and content requirements for appraisals established by the County Attorney's Office, if any.

c. Upon receipt of the applicant's appraisal, the Planning Division shall mail copies to the public agencies eligible to receive dedicated sites from the development, and shall notify such agencies that they may submit qualifying appraisals for consideration by the Board. The County shall allow sufficient time for submittal of appraisals prior to scheduling the final plat for Board of County Commissioners hearing.

d. Appraisals which comply with the above criteria and which are certified by a M.A.I. appraiser shall be included within the packet of materials for consideration and determination of value by the Board. All appraisals shall be updated as necessary to ensure that the effective date of the valuation determination is current to within six months of the Board of County Commissioners hearing on the final plat.

2. Assumed Value Method: The applicant may waive its right to submit an appraisal, in which case the fair market value shall be determined pursuant to the values set forth in this paragraph.

a. For proposed subdivisions located within the boundaries of one or more rural school districts, the land value to be used in the cash-in-lieu formula shall be established at $20,000 per acre.

b. For proposed subdivisions located within the boundaries of one or more suburban school districts, the land value to be used in the cash-in-lieu formula shall be established at $40,000 per acre.

c. These assumed values shall be periodically updated by the Board of County Commissioners, and these regulations amended accordingly, to reflect changing land values and improvement costs.

d. In the event an applicant believes that the Assumed Value Method would result in a cash-in-lieu amount greater than the fair market value of the site to be dedicated, the applicant shall have the right, prior to the Board of County Commissioners hearing, to follow the procedures for valuation pursuant to the Appraisal Method outlined above.

e. In the event an affected public agency believes that the Assumed Value Method would result in a cash-in-lieu amount less than the fair market value of the site to be dedicated, the agency shall have the right to submit an appraisal meeting the requirements of the Appraisal Method. Upon receipt of the agency's appraisal, the Planning Division shall mail copies to the applicant and other public agencies eligible to receive dedicated sites from the development, and shall notify such parties that they may submit qualifying appraisals for consideration by the Board. The Planning Division shall establish a reasonable deadline for the submission of agency appraisals to allow sufficient time for submittal of all appraisals prior to scheduling the final plat for Board of County

Commissioners hearing.

f. Appraisals which comply with the above criteria and which are certified by a M.A.I. appraiser shall be included within the packet of materials for consideration and determination of value by the Board. All appraisals shall be updated as necessary to ensure that the effective date of the valuation determination is current to within six months of the Board of County Commissioners hearing on the final plat. The Board of County Commissioners shall be entitled to determine the correct property value, and shall base its decision upon the evidence presented to it.

14-111.06 CASH-IN-LIEU OF LAND FORMULA

14-111.06.01 Formula

The following formulae shall be used to calculate the dollar amount of the cash-in-lieu of land dedication required for subdivisions, which create lots for dwelling units.

A. LAND FOR PUBLIC SCHOOLS:
   1. Number of dwelling units (du) times the number of students generated per du = total students generated.
   2. Total students times 0.026 acres/student (suburban) **or** 0.0597 acres/student (rural) = dedicated acres.
   3. Dedicated acres times value of land/acre = the total number of dollars for cash-in-lieu for public school land.

B. LAND FOR PUBLIC PARKS:
   1. Number of dwelling units (du) times the number of persons generated per du = total persons generated.
   2. Total persons generated divided by 1,000 = number of persons per 1000.
   3. Number of persons per 1000 times 6.00 acres = dedicated acres.
   4. Dedicated acres times the value of land/acre = the total number of dollars for cash-in-lieu for public parks.

C. LAND FOR OTHER PUBLIC PURPOSES:
   1. Number of dwelling units (du) times the number of persons generated per du = total persons generated.
   2. Total persons generated divided by 1,000 = number of persons per 1000.
   3. Number of persons per 1000 times 0.25 acres = dedicated acres.
   4. Dedicated acres times value of land/acre = the total number of dollars for cash-in-lieu for other public purposes.

14-111.06.02 Alternate for Combined Dedication and Payment

As an alternative to the above-noted requirements, the Board of County Commissioners may require a combination of dedication of land and payment of a sum of money, provided that such a combination shall be at a minimum of the amount equivalent to the value of the area calculated to be dedicated.

14-111.07 PRIVATELY OWNED PARKS

Where parks are provided in a proposed subdivision and are to be privately owned and maintained by the future residents of the subdivision for the mutual use and benefit of said residents, such land area

and/or improvements may be credited against the park requirements set forth Section herein, provided the Board of County Commissioners finds that it is in the public interest to do so, and that the following standards are met:

A. That the private ownership and maintenance of said land area is adequately provided for by written agreement;
B. That the proposed land area is reasonably adaptable for use for park and recreation purposes. Reasonably adaptable may include but not be limited to, sufficient size, accessibility, location, topography, drainage and soil capacity;
C. That the facilities proposed for said land areas are in substantial accordance with the provisions of this regulation, and are approved by the Board of County Commissioners. All park improvements shall comply with the Arapahoe County Landscape Regulations.
D. The Planning Division is permitted to recommend to the Board of County Commissioners adoption of regulations as further guidelines in the analysis of land suitable for dedication.

14-111.07.01

If the Board of County Commissioners approves such private parks the following notes shall be added to the Final Plat and to the Final Development Pan for the subdivision:

A. The private park site as shown on this plat (plan), shall be maintained in perpetuity by the owner(s), homeowners association, and/or entity other than Arapahoe County.
B. Building permits will be issued for only one-half of the lots in this subdivision until the park facilities have been installed in accordance with the approved plan.
C. When a project consists of one lot, the private park shall be installed prior to the certificate of occupancy.

14-111.07.02

If the Board of County Commissioners determines that privately owned park lands are appropriate to receive credit against the requirements of this section, the amount of credit to be allowed shall not exceed 35 percent of the requirement, and additional funds shall be paid to the County, or additional lands shall be dedicated to the County, or additional lands shall be dedicated to the County, or a combination of land and funds shall be provided to the County to fulfill the requirements of this Section based on the needs and recommendations of the affected park district and other affected government entities.

14-111.08 PAYMENT OF DEDICATION REQUIREMENTS

A. Public lands to be designated for use as school sites shall be negotiated directly between the Owner/Subdivider and the appropriate school district subject to the approval of the Board of County Commissioners. The amount of land to be dedicated for school purposes shall be in compliance with the requirements of these Regulations.
B. For property zoned for residential uses, the evidence shows that the school district can serve the student population expected to be generated from the development. The Board may deny a subdivision request for which the evidence shows that the school district cannot serve the student population generated from the development.
C. If required by the Board of County Commissioners, land areas to be designated for public land dedication should be determined at the time of the zoning hearing or final plat consideration. If required by the Board of County Commissioners, public land dedication or payment-in-lieu thereof should be given prior to or at the time of Final Platting.
D. Public land dedication will be negotiated by the school district, and, if approved by the Board of County Commissioners, may be provided directly to the school district or to the County.

Proof of such dedication or payment shall be provided to the Board of County Commissioners.

E. Public land dedication for public parks shall be negotiated with the park district, and, if approved by the Board of County Commissioners, may be given directly to the County or parks district, as determined by the Board of County Commissioners.

14-111.09 PUBLIC LAND FUNDS

14-111.09.01

The Board of County Commissioners shall hold the funds paid to the County until:

A. The acquisition of reasonable sites and land area for parks, fire stations, libraries or other public purposes are determined necessary by the Board of County Commissioners:

B. Other capital outlay purposes for parks to serve the proposed subdivision and future residents thereof are determined necessary by the Board of County Commissioners;

C. The development of sites and land areas for park purposes or other purposes are determined necessary by the Board of County Commissioners.

14-111.09.02

A. After approval of the Final Plat and receipt of the dedications of sites and land areas or payment-in-lieu thereof pursuant to this section, the Board of County Commissioners, through the Arapahoe County Planning Division, shall give written notice to the appropriate local government entities. After receipt of such a notice, the local government entity (including park districts, fire districts and library districts) may request land or funds, and shall demonstrate in writing a need for land or funds for a use authorized this section. The entity requesting such lands and/or funds shall provide written justification setting forth the amount of land and/or funds sought, the proposed uses of said land and/or funds, and the benefits which the residents and future residents of the subdivision for which the land and/or funds were obtained will receive.

B. Requests for land and/or funds shall be made directly to the Arapahoe County Planning Division. The Arapahoe County Planning Division shall review the requests for funds and, on a quarterly basis, present these to the Board of County Commissioners along with the Division's recommendations. In addition, when the request is for land, the Arapahoe County Planning Division shall inform the Applicant whether a "Location and Extent" hearing is necessary, and, if such a hearing is required, no land shall be transferred until approval has been granted after the hearing process.

C. The Board of County Commissioners, at its discretion, may vote to allocate some of the lands and/or the funds for the subject project and, if approved, will transfer the land and/or funds to the appropriate local government entity.

SECTION 14-200 PRELIMINARY PLAT

14-201 INTENT

A Preliminary Plat is one of the first documents utilized when owners of a property wish to subdivide their property in accordance with State Statutes and Arapahoe County Subdivision Regulations. This Plat is preliminary in nature and the configuration of lots and roadways are considered a minimum requirement that may be subject to revision with the Final Plat review. The appropriateness of the number, configuration and size of the lots will be established by the Board of County Commissioners with Final Plat approvals, when applicable, which could require changes to a Preliminary Plat. The Preliminary Plat shall include all of the contiguous land owned and proposed for development. Special circumstances, such as a road right-of-way, may exist regarding the contiguity requirement and will be reviewed on a case-by-case basis.

14-202 APPROVAL STANDARDS

A Preliminary Plat may be approved upon the finding by the Board of County Commissioners that:

A. The Applicant has provided evidence that provision has been made for a public water supply system, and if other methods of water supply are proposed, adequate evidence that a water supply is sufficient in terms of quantity, quality and dependability for the type of subdivision proposed [Section 30-28133(6)(a) C.R.S.];

B. The Applicant has provided evidence that provision has been made for a public sewage disposal system, and, if other methods of sewage disposal are proposed, adequate evidence that such system shall comply with State and local laws and regulations [Section 3018-133(6)(b) C.R.S.1; and

C. The Applicant has provided evidence to show that all areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified by the Subdivider and that the proposed use of these areas are compatible with such conditions. [Section 30-281 33 (6) (c) C. R. S.]

D. The application is in compliance with all applicable zoning regulations governing the property as adopted by the Board of County Commissioners.

E. The application is in compliance with the Mineral Resource Areas in the Regulations for Areas of Special Interest as adopted in the Arapahoe County Zoning Regulations.

14-203 SUBMITTAL PROCESS

A. Prior to submitting a complete application for the Preliminary Plat, a pre- submittal meeting with representatives of the Planning Division and Engineering Division is required, unless waived in writing by the Planning and/or Engineering Division Managers.

B. Following the Pre-submittal meeting, the Applicant must complete all of the requirements of the formal review process as prescribed by the PWD Department. The Planning and/or Engineering Division Managers may waive any portion of the formal submittal requirements in writing.

C. As part of the review process, referral agencies are notified and have the opportunity to respond in writing. The Applicant may be required to pay any fees assessed by these referral agencies in

advance of their review. This referral period is 21 days and can be extended by up to 30 additional days by mutual consent of the Applicant and the Planning Division Manager or designee. Failure of an agency to respond within the prescribed time period (or extended period) shall indicate approval by that agency.

D. Following referral agency review, the PWD Department staff will determine the applications readiness to proceed to the Planning Commission.

E. When determined ready, the Preliminary Plat submittal, along with the available comments of the Planning and Engineering Staff and appropriate referral agencies shall be presented at a public hearing of the Planning Commission.

F. Following the recommendation by the Planning Commission, the Staff Planner shall schedule the Preliminary Plat with the Board of County Commissioners for final consideration. The Applicant shall be notified of the hearing date and time.

G. The Preliminary Plat submittal, along with the recommendations of the Planning Commission and staff, shall be presented at a public meeting on the consent agenda of the Board of County Commissioners. The Board shall evaluate the Preliminary Plat, staff recommendations, referral agency comments, Planning Commission recommendations and public testimony and other information relevant to the plat and shall either approve, conditionally approve, table for further study or deny the Preliminary Plat. The Board's action shall be based on compliance with the adopted standards, regulations, policies and other guidelines.

H. If denied by the Board, the submittal of a new application and processing fee shall be required in order to pursue the proposed subdivision. The resubmittal of a Preliminary Plat application for the same or substantially same request, as determined by the Planning Division Manager or designee, shall not be accepted for a one-year period from the date of such denial. The Applicant may appeal the decision of the Planning Division Manager or designee, in writing, to the Board within 10 days from the date of the decision. An application can be withdrawn, without prejudice, at any time during the process.

14-204 GENERAL SUBMITTAL REQUIREMENTS

A. Completed Land Use Application (Application is available from the Planning Division office);

B. Application fee (Fee Schedule available in the Planning Division office);

C. Written Letter of Intent that explains, justifies and validates the request, stating all facts relied upon and providing documentation where possible.

D. Proof of ownership, which includes a current or updated title insurance policy or title commitment;

E. A notarized Letter of Authorization from all landowners permitting a representative to process the application with a disclaimer that no other party's consent is required;

F. Preliminary Plat Exhibit with all supporting documents required by staff (per Section 14-205 herein). The Preliminary Plat Exhibit shall be a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) on 24" x 36" single/double matte

mylar. The drawing shall be in upper case sans serif with a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee. No plans or plats shall include copyright restrictions.

14-204.07 TECHNICAL REPORTS

A. Phase II Drainage Plans shall be initially submitted to the Planning Division. The staff planner shall forward the plans to the Arapahoe County Engineering Division.

B. A Traffic Study prepared in accordance with the Arapahoe County Guidelines for Traffic Impact Studies unless otherwise waived by the Engineering Division.

C. The Applicant shall provide evidence that sufficient regional infrastructure, facilities, network or systems are or will be available to serve the development proposal as delineated in this Chapter.

14-204.08 SERVICE FACILITIES

A. The subdivider/owner shall provide evidence of the ability of applicable special service districts, Arapahoe County or other general governments, to service the proposed development.

14-204.09

A. The subdivider shall provide evidence depicting the location of the proposal in relationship to the Mineral Resource Area as delineated on Sand, Gravel and Aggregate Map and the Lignite Coal Deposit Map. (See the PWD Department for more information) No person shall engage in any special development activity or development in any area of special interest without approval of a Final Plat and /or Final Development Plan, whichever may be applicable.

B. A Submittal Requirements Matrix is available in the Planning Division office listing the complete list of submittal items and the proper number. Other submittal requirements may be required based on the PWD Department review.

14-205 PLAT EXHIBIT

The Preliminary Plat shall be a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) on 24" x 36" single/double matte mylar. The drawing shall be in upper case sans serif with a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee and shall contain the following information:

A. Title Block containing the following information: project name, type of proposal (Preliminary Plat), 1/4 section, section, township, range 6th Principal Meridian, county and state. All sheets of the exhibit shall contain a title block.

B. Vicinity map with north arrow (scale of 1" = 2,000' preferred) with an emphasis on the major roadway network within one (1) mile of the proposal. Each sheet shall have in the bottom left hand corner the case number that reads, “Case No. XX-XXX.”

C. Boundary lines of the proposed Preliminary Plat drawn in a heavy solid line.

D. Existing and/or proposed zoning district boundary lines.

E. Existing contours referred to a datum acceptable to the County Mapping Section with intervals of two (2) feet or less within the parcel and at least one hundred feet (100') immediately adjacent thereto.

F. All parcels of land to be dedicated for public use or reserved for the use of all property owners in the proposed subdivision, together with the purpose and conditions of such reservations. This shall include the locations and widths of proposed rights-of-way, streets and alleys, together with total lineal footage of public streets and public alleys.

G. Location, width and purpose of all existing and/or proposed public and/or private easements and/tracts, including existing and/or proposed sanitary sewers, utility main lines, culverts, storm sewers and storm water detention areas located within the proposed subdivision and at least one hundred feet (100') immediately adjacent thereto. The plat must include a chart specifying the ownership and maintenance responsibilities for each easement and tract.

H. Legal description of the proposed subdivision, date of drawing, scale, north arrow and dimensions of proposed lots and blocks to the nearest foot.

I. Drainage channels, wooded areas and other significant natural features within the proposed subdivision and at least one hundred feet (100') immediately adjacent thereto.

J. Location, widths and names of all existing and/or platted rights-of-way for streets or other public ways within the proposed subdivision and at least one hundred feet (100') immediately adjacent thereto, railroad rights-of-way, section lines and/or other such features.

K. The boundary and source of reference of any one hundred-year floodplain shall be shown on the Preliminary Plat.

L. The appropriate sight distance triangle shall be designated and dimensions shown at each roadway intersection.

M. The following site development details are to be included on the Preliminary Plat document and may be subject to change as requested by County staff on a case-by-case basis as appropriate:
   1. Total gross land area in acres;
   2. Existing zoning of the property;
   3. Total number of proposed dwelling units or maximum floor area ratio (FAR) if known;
   4. Amount of dedicated public street right-of-way in square feet and acres;
   5. Average lot size and minimum lot size depicted;
   6. Size and purpose of any proposed tracts of land, include the amount of land proposed for open space/landscaping, in square footage and acres;
   7. Net area in acres.

N. Names and addresses of the owner(s), subdivider and surveyor, and the date of survey.

O. Additional evidence as required by the Zoning Regulations for permission to engage in development in areas of special interest shall be submitted with the Preliminary Plat**,** if applicable.

P. All Standard Notes and Certifications required by the Arapahoe County staff shall be included on the plat as described Section 16-100 herein. The County Attorney must approve any

modifications to these notes or proposed non-standard notes. All notes not meeting these specifications shall be removed.

14-206 EXPIRATION OF APPROVAL

Effective from the date of approval, the Preliminary Plat is valid for 12 consecutive months. Prior to the expiration of the Preliminary Plat, the Applicant may submit a request in writing for an extension to the Planning Division Manager or designee. An extension may be granted pursuant to guidelines approved by the Planning Division Manager or designee for an additional 12 consecutive months. Preliminary Plat approval shall automatically extend for at least one additional consecutive 12-month period if, at the expiration of the initial approval period, a Final Plat application has been accepted for processing and approval is actively being sought.

SECTION 14-300 FINAL PLAT

14-301 INTENT

The Final Plat is one of the documents utilized to finalize land ownership and related interests within the proposed subdivision boundaries. At this stage of development, the subdivider is responsible for finalizing right-of-way and other public land dedications, if applicable, lot and block configurations and easement dedications. In addition, all public improvements associated with the proposed subdivision are identified and quantified, and the subdivider may be required to enter into a Subdivision Improvement Agreement with the County, which guarantees that the appropriate improvement costs are borne by the subdivider. The Final Plat shall include one contiguous parcel of land owned and proposed for development. Special circumstances, such as a road right-of-way, may exist regarding the contiguity requirement and will be reviewed on a case-by-case basis.

14-302 APPROVAL STANDARDS

- A Final Plat may be approved upon the finding by the Board that:
  A. The Applicant has provided evidence that provision has been made for a public water supply system, and if other methods of water supply are proposed, adequate evidence that a water supply is sufficient in terms of quantity, quality and dependability for the type of subdivision proposed [Section 30-28-133(6)(a) C.R.S.];

  B. The Applicant has provided evidence that provision has been made for a public sewage disposal system, and, if other methods of sewage disposal are proposed, adequate evidence that such system shall comply with State and local laws and regulations [Section 30-28-133(6)(b) C.R.S.1; and

  C. The Applicant has provided evidence to show that all areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified by the subdivider and that the proposed uses of these areas are compatible with such conditions. [Section 30-28-133 (6) (c) C. R. S.]

  D. The application is in compliance with all applicable zoning regulations governing the property as adopted by the Board of County Commissioners.

  E. The application is in compliance with the Mineral Resource Areas in the Regulations for Areas of Special Interest as adopted in the Arapahoe County Zoning Regulations.

F. For property zoned for residential uses, written evidence must be presented to show that the applicable school district can adequately serve the student population expected to be generated from the development. The Board may deny a subdivision request for which the evidence shows that the applicable school district cannot adequately serve the student population generated by the development.

14-303 SUBMITTAL PROCESS

A. Prior to submitting a complete application for the Final Plat, a Pre-submittal meeting with representatives of the Planning Division and Engineering Division is required, unless waived in writing by the Planning and/or Engineering Division Managers.

B. Following the Pre-submittal meeting, the Applicant must complete all of the requirements of the formal review process as prescribed by the PWD Department. The Planning and/or Engineering Division Managers may waive any portion of the formal submittal requirements in writing.

C. As part of the review process, referral agencies are notified and have the opportunity to respond in writing. The Applicant may be required to pay any fees assessed by these referral agencies in advance of their review. This referral period is 30 days and can be extended by up to 30 additional days by mutual consent of the Applicant and the Planning Division Manager or designee. Failure of an agency to respond within the prescribed time period (or extended period) shall indicate approval by that agency.

D. Following referral agency review, the PWD Department staff will determine the applications readiness for a hearing with the Board of County Commissioners. When determined ready, the Final Plat will be scheduled with the Board of County Commissioners.

E. The Board of County Commissioners shall evaluate the Final Plat, staff report, referral agency comments, public testimony and shall either approve, conditionally approve, table for further study or deny the Final Plat. The Board's action shall be based on the evidence presented and compliance with the adopted standards, regulations and policies.

F. If denied by the Board, the submittal of a new application and processing fee shall be required in order to pursue the proposed subdivision. The resubmittal of a Final Plat application for the same or substantially the same request, as determined by the Planning Division Manager or designee shall not be accepted within one year of such denial. The Applicant may appeal the decision of the Division Manager or designee, in writing, to the Board within 10 days from the date of the decision.

G. Limitations Prior to Approval or Recording of Final Plat
   1. Guarantee of public improvements - No Final Plat shall be recorded until the subdivider has submitted, and the Board of County Commissioners has approved, one or a combination of the Subdivision Improvement Agreements.
   2. No building or construction permit shall be issued covering unplatted property prior to filing and approval of the Final Plat, unless the property has been specifically exempted from the subdivision process by definition or by official action of the Board of County Commissioners exempting said property from the Subdivision process.
   3. No plat shall be approved by the Board of County Commissioners on the subdividing or replatting of real property unless all delinquent taxes and special assessments thereon have

been paid, and unless such property is classified in the appropriate zoning district as defined in the current Zoning Regulations of Arapahoe County.

4. No Final Plat shall be recorded until the subdivider has submitted an Address Plat mylar in accordance with this Chapter.

14-304 GENERAL SUBMITTAL REQUIREMENTS

A. Completed Land Use Application (Application available from the Planning office)

B. Application fee (Fee Schedule available in the Planning office)

C. Written Letter of Intent that explains, justifies and validates the request, stating all facts relied upon and providing documentation where possible.

D. Proof of ownership, which includes an updated or current title insurance policy or title commitment

E. A notarized Letter of Authorization from the landowner permitting a representative to process the application with a disclaimer that no other party's consent is required

F. Final Plat Exhibit. The format for all plans and plats shall be in upper-case sans serif. Font size shall be a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee. No plans or plats shall include copyright restrictions.

G. Title certificate or an abstract of titles covering all public lands to be dedicated.

H. Treasurer's Certificate of Taxes due.

I. Traverse closure computations corresponding to the Final Plat's legal description and monument records, per this Chapter.

14-304.10 TECHNICAL REPORTS

A. Construction Plans for the proposed subdivision's public improvements including street plan and profile sheets, storm drainage improvements Plans and other improvements, prepared in accordance with the Roadway Design and Construction Standards Manual.

B. Preliminary Pavement Design Report prepared in accordance with the Roadway Design and Construction Standards Manual.

C. Phase III Drainage Report as defined in the Stormwater Manual.

D. A Traffic Study prepared in accordance with the Arapahoe County Guidelines for Traffic Impact Studies unless otherwise waived by the Engineering Division.

E. The Applicant shall provide evidence that sufficient regional infrastructure, facilities, network or systems are or will be available to serve the development proposal as delineated in this Chapter.

F. Phase III Drainage Report and drainage construction drawings prepared in accordance with the requirements of the Arapahoe County Stormwater Manual.

G. Final Road Construction Plans prepared in accordance with the requirements of the Arapahoe County Roadway Design and Construction Standards Manual, when applicable.

H. A Traffic Study shall be prepared in accordance with the Arapahoe County Guidelines for Traffic Impact Studies unless otherwise waived by the Engineering Services Division.

14-304.11 SERVICE FACILITIES

The subdivider shall provide evidence of the ability of applicable special service districts, Arapahoe County or other general governments, to service the proposed development and shall also furnish the following:

A. Estimated total number of gallons per day of sewage to be treated where a central sewage treatment facility is proposed, or sewage disposal means suitability where no central sewage treatment facility is proposed, and
B. Estimated total number of gallons per day of water system requirements where a distribution system is proposed.

14-304.12

A. The subdivider shall provide evidence depicting the location of the proposal in relationship to the Mineral Resource Area as delineated on Sand, Gravel and Aggregate Map and the Lignite Coal Deposit Map. (See the PWD Department for more information) No person shall engage in any special development activity or development in any area of special interest without approval of a Final Plat and /or final development plan, whichever may be applicable.
B. A Submittal Requirements Matrix is available in the Planning Division office listing the complete list of submittal items and the proper number of documents. Other submittal requirements may be required based on the PWD Department review.

14-304.13

A signed general warranty deed must be provided for all dedicated land conveying tracts, or the development rights to such tracts, to the appropriate entity for public use.

14-304.14

General warranty deeds to Arapahoe County shall be provided for rights-of-way that are off-site and associated with the subdivision reflecting widths as required by Arapahoe County. The Final Plat shall not be recorded until all warranty deeds are executed and accepted by the County.

14-305 PLAT EXHIBIT

The Final Plat shall be a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) on 24" x 36" single/double matte mylar. The drawing shall be in upper case sans serif with a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee and shall contain the following information:

A. The title of the subdivision, as dedicated, shall be located at the top of each sheet. On each sheet, a subtitle, in smaller lettering, shall indicate the quarter section(s)(1/4), section, township and range in which the subdivision is located. If the subdivision is a replatting of a previously approved subdivision, the replatting information shall be included in the subtitle. The name of the County and the State shall be included in the subtitle. Each sheet shall have the case number in the bottom left hand corner that reads, "Case No. XX-XXX."

B. Each sheet of the subdivision shall show the date of the survey, north arrow, and the written and graphic scale. The drawing and any revision dates shall be shown on the cover sheet. The minimum scale of the drawing shall be one (1) inch to one hundred (100) feet. Enough sheets shall be used to accomplish this end. Acceptable larger scales are one (1) inch to twenty (20) feet, thirty (30) feet, forty (40) feet, fifty (50) feet and sixty (60) feet. The sheet number and the relation of each adjoining sheet shall be clearly shown by a small key map on each sheet.

C. Vicinity map (scale of 1"=2000' preferred) showing the subdivision in relation to section lines and existing or proposed streets within one mile.

D. An accurate and complete Monumented Land Survey pursuant to paragraph thirteen (13) of Section 38-51-102 of the Colorado Revised Statutes, shall be made of the land to be subdivided. A traverse of boundaries when computed from field measurements on the ground must have a minimum unadjusted ratio of closure of one (1) part in fifteen thousand (15,000).

E. The Monumented Land Survey shall be an accurate reflection of the legal description. The method of description shall be by use of metes and bounds, except that in a replatting, the subdivision, block, tract, and/or lot may be used.
   1. The legal description shall be in the following format:
   2. A parcel of land in the ____1/4 of Section ___, Township___South,
   3. Range ___ West, of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, more particularly described as follows:

   4. The description that follows this introduction may be by one of the following two means.
      a) By metes and bounds, incorporating a complete traverse and the accuracy standards as described in Section 14-305.04 above. The area to the nearest one-hundredth of an acre (.01) more or less shall be included.
      b) By subdivision, block and lot numbers. This method may only be used if the area being subdivided encompasses one contiguous area within one existing subdivision and does not include any existing right-of-way. This method may only be used if the parcel being replatted is a part of a subdivision recorded after July 1, 1975. The area to the nearest one-hundredth of an acre (.01) more or less shall be included.

F. The Point of Beginning of the subdivision or one corner of a replat shall be tied to two (2) or more section or quarter section corners. Two of the corners shall be adjacent. The monument found/set at the section or quarter section corners must be described on the plat.

G. The surveyor shall rehabilitate or upgrade any section or quarter section corner used to control the survey of the subdivision as required by the Rules of Procedure promulgated by the State Board of Licensure for Architects, Professional Engineers and Professional Land Surveyors.

H. A Colorado Land Survey Monument Record for each section or quarter section corner the survey of the subdivision is tied to must be prepared and sealed at the time the plat is submitted to the PWD Department**.** Each Monument Record shall describe both supporting and contradicting evidence, as well as the monument found and accepted, established, restored or rehabilitated, and at least three (3) accessory or reference points.

I. If the latest Monument Records on file meet the County's criteria, and the reference points are still existing, the surveyor only needs to submit copies of them with the plat.

J. A note indicating the line being referenced and the existing monuments that define the referenced line shall be included on the plat. Assumed bearings shall not be used. One of the following methods of establishing a basis of bearing shall be used:
   1. GPS observations on the monuments at each end of the reference line. The observations shall be of sufficient time to ensure an accurate bearing. The methodology and length of the observation session shall be included in the basis of bearing note. The Basis of Bearing statement shall state whether the bearings are grid bearings or based on true north.

   2. Reference to the Arapahoe County Horizontal Control Network. If the Point of Beginning of a plat or a corner of a replat is tied to two adjacent section or quarter section corners included in the Arapahoe County Horizontal Control Network, the bearing shown on the network between the two corners may be used as the basis of bearing.

14-305.01 MONUMENTATION

A. The subdivision shall be monumented pursuant to subsections (1), (2), (3), (4), (5), (6), (7), (8), (9) and (10) of Section 38-51-105, Colorado Revised Statutes.

B. Where applicable, the monuments set on the boundary of the subdivision shall be 30" long solid steel pins, 1/2" - 3/4" in diameter, set in concrete at least 6" in diameter and 12" in depth.

C. The monuments found or set at each corner, angle point, PC and PT of the exterior boundary of the subdivision shall be described on the plat.

D. The surveyor representing the subdivider shall install 30" long solid steel pins, 1/2" - 3/4" in diameter. These pins shall be firmly anchored in compacted or moist earth and shall be placed so that the top of the pin is approximately 3" below finish grade. Affixed to the top of these pins shall be a metal cap bearing the registration number of the responsible surveyor and a punch point indicating the actual point location. Range points shall be set along the centerline of all public rights of way and on the centerline of private streets located within detached single family residential subdivisions at the following locations:
   1. PC's, PT's and angle points
   2. Intersections and centers of cul-de-sacs
   3. Intersection of and with the subdivision boundary
   4. The maximum spacing between range points shall be 1400 feet.

E. The accuracy of the range points shall be one (1) in fifteen thousand (15,000). The plat shall indicate where the range points will be installed and describe the monuments to be set.

14-305.02 RANGE POINT BOXES

All range points shall be housed in a range box as shown on standard drawing SP-14 of the County's Roadway Design and Construction Standards Manual. Range boxes shall be installed after streets have been paved. The top of the range box shall be set approximately 1/4" below finish grade.

14-305.03 OFFSETS

A. Offsets which are to be set on the extension of any lot, tract or parcel boundary line shall be noted on the plat at the time of recording and shall comply with Section 38-51-105 C.R.S. This note shall specify the standard offset distance and any nonstandard distances.
B. An example of a note is as follows: All offsets are 1" metal disks embedded in concrete sidewalks set on the lot line extended, 5 feet from the platted lot corner along all streets except as follows:
    1. Nonstandard offsets for lot lines between:
    2. Lots 2 and 3, Block 1 is 5.87 feet
    3. Lots 6 and 7, Block 13 is 6.03 feet
    4. If no offset monuments are to be set in conjunction with the plat the following note shall be included on the plat:
    5. Note: No offset monuments are to be set in conjunction with this plat.

14-305.04 BENCHMARKS

A. The surveyor representing the subdivider shall establish permanent benchmarks for the subdivision. One benchmark shall be established for each 20 acres or fraction thereof. The County only accepts benchmarks using NAVD88 datum. Each benchmark must be an easily accessible, permanent metal monument stamped with the following information:
    1. Date it was established
    2. Elevation
    3. PLS number of the surveyor who established it.

B. The following note shall be placed on the plat:
    1. Any person who knowingly removes, alters or defaces any public land survey monument or land boundary monument or accessory commits a Class Two (2) misdemeanor pursuant to State Statute 18-4-508, of the Colorado Revised Statute.

14-305.05

A. The plat shall show complete survey and mathematical information, including curve data, and other data necessary to locate all monuments and to locate and retrace any and all interior and exterior boundary lines. Distances and bearings shall be used.
B. The plat shall show complete survey and mathematical information, including curve data, on the centerline of all streets. The centerlines must close one (1) part in fifteen thousand (15,000).

14-305.06

The boundary of the subdivision shall be delineated with a heavy solid line.

14-305.07

The lines of all proposed lots shall be fully dimensioned with distances and bearings. Where a lot line intersects a street line at right angles, the bearing may be omitted. If a lot line intersects a curved street, the bearing on the line shall be shown. If the lot line is not radial to a curved street line, or a curved property line, the lot line shall be labeled N.R. and the radial bearing at the point of intersection shall be shown.

14-305.08
The location of lots, blocks, tracts and parcels adjoining the subdivision shall be shown. Adjoining lots and blocks shall be labeled and the name of adjoining subdivisions, as dedicated, shall be shown.

14-305.09
The blocks in the subdivision shall be numbered consecutively throughout the subdivision, commencing with Block 1. The lots in each block shall be numbered consecutively commencing with Lot 1.

14-305.10
The names and widths of all public streets shall be shown on the plat. Existing right(s)-of-way shall bear notations of dedication by Book and Page number. Private drives and streets shall be labeled as such.

14-305.11
All easements shall be clearly labeled, identified, dimensions shown and tied to reference points within the subdivision, and be shown by dashed lines. Existing easements shall bear notation of dedication of conveyance by Book and Page number. If any easement of record can not be definitely located, a statement of the existence, the nature thereof and its recorded reference shall be placed in the note section. Easements shall be designated and the disposition thereof indicated in the note section, including easements that abut the exterior boundary of the subdivision.

14-305.12
Any area to be excluded from platting shall be marked "Not a Part".

14-305.13
All plats having lots bordering a collector or larger street/road shall contain a note limiting or prohibiting ingress and egress to that street/road.

14-305.14
The identification and designation of the boundary lines of any 100-year developed floodplain, and the source of the designation shall be shown on the plat.

14-305.15
The appropriate traffic sight triangles shall be designated and dimensions shown on the plat. Sight triangles shall be shown at the intersection of all roadways and at the intersection of all private drives/access points with public roadways.

14-305.16
All rights-of-way being dedicated to Arapahoe County shall be clearly labeled with the following statement: Dedicated to Arapahoe County for right-of-way purposes by this plat.

14-305.17
All tracts shall be lettered starting with "A". The area, intended use maintenance, and final ownership of all tracts shall be shown on the plat.

14-305.18

An Easement Chart that includes easements dedicated by the Plat shall be shown. The chart shall include the type of easement, its intended use, the Grantee, the entity responsible for surface maintenance, and be formatted as follows:

EASEMENT CHART

Easement Type	Use	Easement Granted To	Surface Maintenance

14-305.19

All Standard Notes, Certificates and dedications required by the Arapahoe County staff shall be included on the plat as described in Section 16-100 herein. The County Attorney must approve any modifications to these notes. All notes not meeting these specifications shall be removed.

14-305.20

The surveyor shall seal the plat so that the seal does not obscure any information shown on the plat.

14-305.21 CONFLICTING BEARINGS

Where the exterior boundary lines of the plat shows bearings and distances which vary from those recorded in adjoining plats or surveys, a note shall be placed along those lines, in parenthesis, stating the recorded bearing and distance and the reception number or plat book and page of the adjoiners, as shown in the following form: N41^{o}27’29"E (Recorded as N41^{o}10’23"E in Book 98 at Page 98).

14-306 RECORDATION PROCEDURE

A. Prior to recordation of the Final Plat, the Applicant must submit all required documentation, recordation fees, and a certificate of taxes paid along with the approved Final Plat in accordance with the Board of County Commissioner approval.

B. Prior to the County’s recognition of subdivided land, the approved Final Plat must be recorded in the Office of the Arapahoe County Clerk and Recorder. The recordation of the approved Final Plat and associated documentation shall occur within 90 days of approval by the Board or the approval shall be voidable (See Section 14-307 below). An extension may be granted in writing by the Planning Division Manager.

C. Within 60 days of approval of the Final Plat, unless stated otherwise in such approval, the Applicant shall submit a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) of the approved Final Plat ready for recordation except for the signatures of the Board Chair. In addition, all required documentation and recordation fees are required with the final mylar submittal.

D. The Applicant shall provide proof to the PWD Department that adequate security has been provided to cover the subdivision improvement costs in accordance with the requirements of the Arapahoe County Roadway Design and Construction Standards, or letter of credit as required.

E. The Applicant shall provide evidence through a current title insurance policy or commitment that the signature of the owner of the mylar is the owner of the property.

F. The Applicant shall provide a warranty deed for off-site County land dedication required as a condition of approval of the Final Plat.

G. Guarantee of public improvements - No Final Plat shall be recorded until the Board of County Commissioners has approved a Subdivision Improvement Agreement as necessary.

H. No Final Plat shall be recorded on subdivided or replatted property unless all delinquent taxes and special assessments thereon have been paid.

I. Within 30 days of receipt of the Final Plat, the staff planner shall obtain the signature of the Board Chair~~man~~, attested by the Clerk and Recorder and will record the Final Plat.

14-307 EXPIRATION OF APPROVAL

A. Failure by the Applicant to submit all required documentation within 60 days of approval shall render approval of the Final Plat voidable and may result in the necessity for a new submittal of the Final Plat. Resubmittals are subject to all processing fees, submittal requirements and review standards in effect at the time the resubmittal is accepted by the PWD Department.

B. The Planning Division Manager or designee may grant extensions of time up to (12) twelve months, upon a written request by the Applicant or staff for good cause being shown. Good cause may include but not be limited to; signatories are out of state or country, or a major change was requested by the Board of County Commissioners.

C. An extension request shall include a fee and a narrative stating the reasons for the Applicant's inability to comply with the specified deadlines. List any changes in the character of the neighborhood, any changes in the County Master Plan, Zoning Resolution or Subdivision Regulations that have occurred since approval of the Final Plat. These changes may affect the Final Plat and the anticipated time schedule for completing the platting process. A Fee Schedule is available from the Planning Division Office. Additional review of the Final Plat may occur, resulting in additional conditions as applicable.

D. The denial of an extension by the Planning Division Manager or designee may be appealed to the Board in writing within ten (10) business ~~working~~ days of the decision by the Planning Division Manager.

14-308 ADDRESS PLAT

With the submittal of the final mylars, an address plat is required. The Address Mylar is an exact duplicate of the Final Plat exhibit with the addition of a label that reads "address plat" (the address plat needs to be signed by the owner(s) of the property and the signature(s) need to be notarized) and labels the addresses for each lot or tract in the subdivision. The address plat mylar shall be a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) on 24" x 36" single/double matte mylar. The drawing shall be in upper case sans serif with a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee. The Mapping Section assigns the addresses and street names. The Address

Plat mylar is routed the same as the Final Plat mylar but is not recorded with the Final Plat. When multiple sheets are needed a cover sheet may be required which shows a composite of the subdivision.

SECTION 14-400 REPLAT

14-401 INTENT

The Replat Procedure may be used where: the land has already been subdivided, there is an approved Final Plat for the property, and the replat is consistent with the approved Preliminary Plat and Final Plat.

14-402 DETERMINATION

The Planning Division Manager or designee shall determine whether the replat of all or a portion of a subdivision is to be processed as a full replat or as an Administrative Replat based upon, but not limited to the following factors; design, size, public concern, public facilities, services, access and transportation network.

14-403 PROCESSING

A. When determined by the Planning Division Manager or designee to meet the administrative criteria for a replat, the replat shall be processed in accordance with Administrative Replat regulations, herein.

B. When determined by Planning Division Manager or designee to meet the criteria for a full replat, the replat shall be processed in accordance with Final Plat regulations, herein.

SECTION 14- 500 MINOR SUBDIVISION

14-501 INTENT

A. To provide a streamlined review process for subdivisions of land that are determined to be minor in nature in accordance with Section 30-28-1 01 (1 0) (d) C. R. S.
B. A Minor Subdivision is any subdivision that:
   1. Creates no more than 4 parcels;
   2. Does not require the extension of municipal/public facilities or the creation of significant public improvements as determined by the PWD Department;
   3. Fronts an existing street and does not involve any new streets;
   4. Does not adversely affect the remainder of the parcel or adjoining property; and
   5. Is not in conflict with any provisions of the Arapahoe County Comprehensive Plan, Zoning Resolution or these regulations.

14-502 PREREQUISITE

Prior to submittal of a Minor Subdivision application, the Applicant shall meet with staff at a Pre-submittal meeting to discuss the procedure and submittal requirements. If it is determined that the Applicant is using the Minor Subdivision process to circumvent the subdivision process, such as the submittal of adjoining multiple minor Subdivisions, the Applicant shall be required to comply with the Preliminary Plat and Final Plat processes. A Minor Subdivision shall not be permitted if the subdivision

creates a nonconforming lot, or in the case of an existing nonconforming lot or parcel, a Minor Subdivision shall not increase the nonconformity. The Minor Subdivision shall include one contiguous parcel of land owned and proposed for Subdivision .

14-503 APPROVAL STANDARDS AND SUBMITTAL PROCESS

The Minor Subdivision Final Plat shall be processed in accordance with the Final Plat regulations. The only exception is that the application will be scheduled with both the Planning Commission and the Board of County Commissioners.

SECTION 14-600 ADMINISTRATIVE REPLAT PROCEDURE

14-601 INTENT

These procedures are to provide an abbreviated process for Replat applications that demonstrate compliance with the criteria contained herein. The Administrative Replat process is intended to be accomplished within a thirty (30) business day period. This time frame may vary depending upon the circumstances of each individual case. A Final Development Plan, Subdivision Development Plan or *Administrative Site Plan* shall be completed for each site prior to building permits being issued when applicable. The Administrative Replat shall include one contiguous parcel of land within the boundaries of one (1) subdivision. *Right-of-way cannot be included within the boundaries of an Administrative Replat. Parcels separated by Right-of-Way cannot be replatted administratively*. (Approved by the Board of County Commissioners 10/29/02 Resolution # 020975)

14-602 PREREQUISITE

The criteria for the Planning Division Manager in making the administrative designation shall include, but not be limited to, the following:

A. An overall final Drainage Report and street construction plans have been approved for the Final Plat governing the Administrative Replat proposal and a subdivision improvement agreement is in place to guarantee all required public improvements. (Approved by the Board of County Commissioners 10/29/02 Resolution #020975)

B. No additional right-of-way dedications, public improvements, traffic studies, drainage studies or subdivision improvement agreements are required.

C. The perimeter boundaries of the Administrative Replat coincide with existing lot lines. The perimeter boundary of the existing subdivision is not affected.

14-603 ADMINISTRATIVE PROCESS DETERMINATION

A. The Applicant shall submit all required presubmittal materials, in accordance with PWD Department requirements, to the Planning Division, along with a justification letter that details how the proposed Administrative Replat meets the applicable criteria contained herein.

B. Upon the PWD Department acceptance of the Pre-submittal materials, the Applicant will be scheduled, and must attend a Pre-submittal conference with a Planner and Engineer to discuss the merits of the proposed Administrative Replat. During the Pre-submittal meeting, the Planner and Engineer will make an initial determination as to proposal's eligibility to be processed administratively.

C. At the next regularly scheduled staff meeting following the Pre-submittal meeting, the proposal will be presented to the Planning Division Manager or designee for final determination as to whether the proposal can be processed administratively. The Applicant will be notified by the case planner of the determination to approve or deny the request for administrative processing as soon as practical.

D. The Planning Division Manager or designee reserves the right to refer any request for an Administrative Replat to the Board of County Commissioners for consideration at a regular meeting of the Board. The Planning Division will notify the Applicant if the Division Manager or designee determines that Board review is desired.

E. If the Planning Division Manager or designee denies a request for Administrative Replat process, the Applicant can appeal the decision to the Board of County Commissioners, within ten (10) ~~working~~ business days of the Division Manager's decision, by filing a letter of appeal with the Planning Division. The Planning Division Manager or designee will notify the Board of County Commissioners upon receipt of the letter of appeal and the matter will be scheduled within (30) thirty days for final Board of County Commissioners determination. The Applicant will be notified by the Planning Division of the date the Board will consider the appeal and is required to provide justification on his/her behalf.

F. Upon a determination that the application can be processed administratively, the Applicant must submit the formal application within sixty (60) days of the Planning Division Manager's determination that an Administrative Replat is allowed. Failure to submit within the sixty (60) ~~working~~ business days of the Planning Division Manager's determination, in writing, will render the decision voidable.

G. The Planning Division Manager or designee at the Division Manager's discretion may waive the Pre-submittal conference. If a waiver is granted, the Division Manager will issue a letter of confirmation.

14-604 APPROVAL CRITERIA FOR AN ADMINISTRATIVE REPLAT

The Board of County Commissioners shall consider the following criteria for approval of an Administrative Replat:

A. Whether the Administrative Replat is consistent with the efficient development and preservation of the entire Final Plat;

B. Whether the Administrative Replat will adversely affect reasonable development expectations or the use and enjoyment of adjacent land or the public interest.

C. A lot line vacation when there is no increase in the number of lots in the original plat, i.e., the combination of two (2) or more lots into one (1) lot up to a maximum of four (4) lots.

D. An adjustment of a lot lines for a maximum of four (4) existing lots (e.g., 4 lots into 2 lots), in which the original subdivision is not substantially modified and additional lots are not created.

E. Use of the Administrative Replat Procedures is compatible with the site's existing Planned Unit Development, when applicable as well as and the County Comprehensive Plan.

F. Approval is in keeping with the spirit and intent of the subdivision regulations and will not weaken the purposes of those regulations.

G. Approval will not adversely affect public health, safety, and welfare.

H. *The subdivision of lots within an approved Final Plat for property located within an approved Master Development Plan.* (Approved by the Board of County Commissioners 10/29/02 Resolution #020975)

14-605 FORMAL SUBMITTAL PROCESS

A. Upon receipt of all required information, PWD Department staff shall review the formal submittal within ~~five (5)~~ three (3) business days to determine if it is consistent with the standards set forth in these regulations.

B. The case planner will refer the Administrative Replat document and relevant submittal information for a ~~fourteen (14)~~ ten (10) day internal review to various County Departments and Divisions, including but not limited to the Board of County Commissioners and the PWD Department. If the application has not adequately addressed all outside referral agencies through submittal letters of approval (see Section 14-606.10) Planning staff will notify those agencies with a ~~14 day~~ ten (10) business day referral period. ~~This referral process may extend the thirty (30) day review period~~. Planner, at their discretion may extend the review period to twenty-one (21) business days.

C. The Applicant will be notified of any outstanding issues upon completion of this internal review.

D. The Applicant shall submit a final mylar for signature by the Board of County Commissioners following completion of all outstanding issues raised by the referral process and staff's determination that the Administrative Replat complies with all specified Plat content requirements per Section 14-607 herein.

E. The final mylar shall be a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) on 24" x 36" single/double matte mylar. The drawing shall be in upper case sans serif with a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee.

F. Prior to recordation of the replat, the Applicant must submit all required documentation, recordation fees and a certificate of taxes paid, along with the approved Administrative Replat in accordance with the Board of County Commissioner approval.

G. The Applicant shall provide evidence through a current title insurance policy or commitment (no more than thirty (30) days old from the date the final mylar is submitted) that the signature of the owner on the final mylar is the owner of the property.

H. No plat shall be recorded on the replatting of real property unless all delinquent taxes and special assessments thereon have been paid and unless such property is classified in the appropriate zoning district as defined in the current Zoning Regulations of Arapahoe County.

I. Upon acceptance of the final mylar by the PWD Department, the Administrative Replat will be signed by the Chair~~person~~ of the Board of County Commissioners and attested by the Clerk and Recorder.

J. Within 30 days receipt of the final mylar, the staff planner shall record the Administrative Replat with the Office of the Clerk and Recorder.

14-606 FORMAL SUBMITTAL REQUIREMENTS

A. Land Use Application (Application is available in the Planning Division office)

B. Application fee (Fee Schedule is available in the Planning Division office)

C. A Letter of Intent that explains, justifies and validates the request, stating all facts relied upon and providing documentation where possible.

D. Proof of ownership, which includes an updated or current title insurance policy or title commitment no more than ninety (90) days old.

E. A notarized Letter of Authorization from the landowner(s) permitting a representative to process the application with a disclaimer that no other party's consent is required.

F. An Administrative Replat Exhibit (per Section 14-607 herein). The format for all plats shall be in upper-case sans serif. Font size shall be a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee. No plats shall include copyright restrictions.

G. Certificate of taxes paid.

H. One set of traverse closure computations corresponding to the Administrative Replat Exhibit.

I. One set of Monument Records if applicable.

J. Letters from any referral agencies outside the County stating their recommendation regarding the replat and any existing facility they have over or across the land including:
    1. All special districts providing maintenance of infrastructure within or adjacent to the property;
    2. All known easement beneficiaries and/or utility providers; and
    3. All landowners abutting the property.

K. Any easements or roadway vacations associated with an Administrative Replat must be processed separately. (See Section 14-700 for more details).

L. A Submittal Requirements Matrix is available in the Planning Division office listing the complete list of submittal items and the proper number of copies. There may be other submittal requirements based on the PWD Department review.

14-607 PLAT EXHIBIT

The Administrative Replat exhibit shall be a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) on 24" x 36" single/double matte mylar. The drawing shall be in upper case sans serif with a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee and shall contain the following information:

A. The title of the subdivision, as dedicated, shall be located at the top of each sheet. On each sheet, in smaller lettering, the second line of the title block shall read "A REPLAT OF ____"followed by the legal description of the lots and blocks included within the Administrative Replat. On each sheet, the next line of the title block shall indicate the Quarter Section, Section, Township, Range and 6th Principle Meridian in which the Administrative Replat is located. The name of the County and the State shall be included on the last line of the subtitle.

B. Each sheet of the Administrative Replat shall show the date of the survey, north arrow, sheet number, and the written and graphic scale. The drawing date and any revision dates shall be shown on the cover sheet. On the bottom left hand corner of each page the Case No. XX-XXX shall be added. The minimum scale of the drawing shall be one (1) inch to one hundred (100) feet. Acceptable larger scales are one (1) inch to twenty (20) feet, thirty (30) feet, forty (40) feet, fifty (50) feet and sixty (60) feet.

C. Vicinity Map (scale of 1 "=2000' preferred) showing the Administrative Replat in relation to section lines and existing or proposed streets within one mile.

D. An accurate and complete Monumented Land Survey pursuant to paragraph thirteen (13) of Section 38-51-102 of the Colorado Revised Statutes, shall be made of the land to be included in the Administrative Replat. A traverse of the boundary when computed from field measurements on the ground must have a minimum unadjusted ratio of closure of one (1) part in fifteen thousand (15,000).

E. The Monumented Land Survey shall be an accurate reflection of the legal description. The legal description shall be in the following format:

    1. A parcel of land in the__ ¼ Section __, Township __ South, Range ___ West of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, more particularly described as follows:

    2. (Include the Lots, Block (if any) and name of the subdivision as dedicated. The area of the subdivision to the nearest one-hundredth of an acre (.01) more or less, shall be included.)

F. If the subdivision of which the replat is a part was recorded prior to July 1, 1975, the legal description must include a metes and bounds legal description.

G. One corner of the replat shall be tied (distance and bearing) to two adjacent section or quarter section corners of the Public Land Survey System. The monuments found/set at the section or quarter section corners must be described on the plat.

H. The surveyor shall rehabilitate or upgrade any section or quarter section corners used to control the survey of the subdivision as required by the Rules of Procedure promulgated by the State Board of Registration for Professional Engineers and Professional Land Surveyors.

I. This section is not applicable is the subdivision of which the replat is a part was tied (distance and bearing) to two adjacent section or quarter section corners of the Public Land Survey System.

J. A note indicating the line being referenced and the existing monuments that define the referenced line shall be included on the Replat.

K. If the subdivision of which the replat is a part uses bearings, the surveyor may use the same Basis of Bearings for the replat.

L. If the original Basis of Bearing is not used, or the original subdivision did not use bearings, the surveyor must establish a Basis of Bearing in accordance with Section 2-300 Final Plat Exhibit.

M. The Administrative Replat shall be monumented pursuant to subsections (1), (2), (3), (4), (5), (6), (7), (8), (9) and (10) of Section 38-51-105 of the Colorado Revised Statues.

N. Where applicable, the monuments set by the surveyor on the boundary of the subdivision shall be 30" long solid steel pins, 1/2" - 3/4" in diameter, set in a concrete collar at least 6" in diameter and 12" in depth.

O. Offsets, which are to be set on the extension of any lot line shall be noted on the plat at the time of recording and shall comply with Section 38-51-105 of the Colorado Revised Statutes. This note shall specify the standard offset distance and any nonstandard distances. An example of a note is as follows:

1. All offset notes are 1" metal disks embedded in concrete sidewalks set on the lot line extended, 5 feet from the platted lot corner along all streets except as follows:

2. Nonstandard offsets for lot lines between:
    i. Lots 1 and 2, Block 1 is 5.87 feet
    ii. Lots 3 and 4, Block 1 is 6.03 feet

3. If no offset monuments are to be set in conjunction with the Administrative Replat the following note shall be included on the plat:
4. Note: No offset monuments are to be set in conjunction with this Administrative Replat.

P. A Colorado Land Survey Monument Record for each section or quarter section corner that the subdivision is tied to or controlled from must be prepared and sealed at the time the plat is submitted to the Planning Division.

Q. Each Monument Record shall describe both the supporting and contradicting evidenced, as well as the monument found and accepted, established, restored or rehabilitated, and at least three (3) accessory or reference points. If the latest Monument Records on file meet the above described criteria, and the reference points are still existing, the surveyor only needs to submit copies of the latest Monument Records with the plat.

R. The following note shall be placed on the Administrative Replat exhibit:

1. Any person who knowingly removes, alters or defaces any public land survey monument or land boundary monument or accessory commits a Class Two (2) misdemeanor pursuant to State Statute 18-4-508, of the Colorado Revised Statute.

S. The plat shall show complete survey and mathematical information, including curve data, and other data necessary to locate all monuments and to locate and retrace any and all interior and exterior boundary lines. Distances and bearings shall be used.

T. The boundary of the Administrative Replat shall be delineated with a heavy solid line.

U. The lines of all proposed lots shall be fully dimensioned with distances and bearings. Where a lot line intersects a street line at right angles, the bearing may be omitted. If a lot line intersects a curved street, the bearing on the line shall be shown. If the lot line is not radial to a curved street line, or a curved property line the lot line shall be labeled N.R. and the radial bearing at the point of intersection shall be shown.

V. The location of lots, blocks, tracts and parcels adjoining the Administrative Replat shall be shown. Adjoining lots and blocks shall be labeled and the name of adjoining subdivisions, as dedicated, shall be shown.

W. The blocks in the Administrative Replat shall be numbered consecutively throughout the Administrative Replat, commencing with Block 1. The lots in each block shall be numbered consecutively commencing with Lot 1.

X. The names and widths of all public streets shall be shown on the Administrative Replat. Existing right(s)-of-way shall bear notations of dedication by Book and Page number. Private drives and streets shall be labeled as such.

Y. All easements shall be clearly labeled, identified, and dimensions shown and tied to reference points within the subdivision and be shown by dashed lines. Existing easements shall bear notation of dedication of conveyance by Book and Page number. If any easement of record can not be definitely located, a statement of the existence, the nature thereof and its recorded reference shall be placed in the note section. Easements shall be designated and the disposition thereof indicated in the note section. Easements that abut the exterior boundary of the subdivision shall be shown and clearly labeled.

Z. All plats having lots bordering a collector or larger street/road shall contain a note limiting or prohibiting ingress and egress to that street/road.

AA. The identification and designation of the boundary lines of any 100-year developed floodplain and the source of the designation shall be shown on the plat.

BB. The appropriate traffic sight triangles shall be designated and dimensions shown on the plat. Sight triangles shall be shown at the intersection of all roadways and at the intersection of all private drives/access points with public roadways.

CC. All Standard Notes and Certificates required by the Arapahoe County staff shall be included on the plat as described in Section 16-100 herein. The County Attorney must approve any modifications to these notes. All notes not meeting these specifications shall be removed. The surveyor shall seal the plat so that the seal does not obscure any information shown on the plat.

14-608 EXPIRATION OF APPROVAL

A. Unless extended as provided herein, failure by the Applicant to submit all required documentation within 60 days of approval shall render approval of the Administrative Replat voidable and may result in the necessity for a new submittal of the Administrative Replat. Resubmittals are subject to all processing fees, submittal requirements and review standards in effect at the time the resubmittal is accepted by the PWD Department.

B. The Planning Division Manager or designee may grant extensions of time up to twelve (12) months upon a written request by the Applicant or staff for showing good cause. Good cause may include but not be limited to: signatories are out of state or country or a major change was requested by the Board of County Commissioners.

C. An extension request shall include a fee and a narrative stating the reasons for the Applicant's inability to comply with the specified deadlines. List any changes in the character of the neighborhood, any changes in the County Master Plan, Zoning Resolution or Subdivision

Regulations that have occurred since approval of the Administrative Replat. These changes may affect the Administrative Replat and the anticipated time schedule for completing the platting process. A Fee Schedule is available from the Planning Division office. Additional review of the Administrative Replat may occur, resulting in additional conditions as applicable.

D. The denial of an extension by the Planning Division Manager or designee may be appealed to the Board in writing within ten (10) business ~~working~~ days of the decision by the Planning Division Manager.

14-609 RECORDATION PROCEDURE

The Administrative Replat shall be recorded in accordance with the Final Plat regulations.

14-610 ADDRESS PLAT

With the submittal of the final mylars, an Address Plat is required. The Address Plat mylar is an exact duplicate of the Administrative Replat exhibit with the addition of a label that reads "Address Plat" and labels the addresses for each lot or tract in the subdivision. The Address Plat mylar shall be a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) on 24" x 36" single/double matte mylar. The drawing shall be in upper case sans serif with a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee. The Address Plat mylar is routed the same as the Administrative Replat mylar but is not recorded with the Administrative Replat. The Address Plat needs to be signed by the owners of the property. The signatures need to be notarized.

SECTION 14-700 VACATION OF ROADWAYS, PUBLIC EASEMENTS AND PLATS

14-701 INTENT

To provide a review process for vacation of a roadway; public easement; or recorded plat in order to vacate the County's interest without harm to the public health, safety and welfare.

14-702 APPROVAL STANDARDS

A vacation ~~may~~ shall be in accordance with adopted standards and criteria and may be approved upon the finding that:

A. The vacation is in accordance with ~~adopted standards and criteria, and the~~ any original conditions of approval for a plat, preliminary development plan, final development plan, or toher applicable documents;

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

C. ~~A p~~Platted or deeded roadways or portion thereof, or unplatted or undefined roadways which have arisen by public usage ~~shall not be vacated so as to~~ do not leave any land adjoining said roadways without an established public road or private access easement connecting said land with another established public road: [43-2-303(2)(a) C.R.S.]

D. If it is a State Highway, the Transportation Commission approves. [43-1-106(11) C.R.S.]

14-703 ROADWAY VACATION – SUBMITTAL DOCUMENTS AND PROCESS

The Board of County Commissioners is authorized to vacate roadways, which include any platted or designated public street, alley, lane, parkway, avenue, road or other public way designated or dedicated on a plat, conveyed by deed, recorded easement, acquired by prescriptive use or other legal instrument whether or not it has ever been used as such, pursuant to Article 2 of Title 43 C.R.S. as amended.

14-703.01 VESTING OF TITLE

Vesting of title upon vacation shall be in accordance with Section 43-2-302 C.R.S., as amended.

14-703.02 SUBMITTAL PROCESS

A. Prior to submitting a complete application for the right-of-way vacation, a Pre-submittal meeting with representatives of the Planning Division and Engineering Division is required, unless waived in writing by the Planning and/or Engineering Division Managers.

B. Following the Pre-submittal meeting, the Applicant must complete all of the requirements of the Formal review process as prescribed by the PWD Department. The Planning and/or Engineering Division Managers may waive any portion of the Formal submittal requirements in writing.

C. As part of the review process, referral agencies are notified and have the opportunity to respond in writing. The Applicant may be required to pay any fees assessed by these referral agencies in advance of their review. This referral period is ~~21~~ fifteen (15) business days and can be extended ~~by up to 30 additional days~~ by mutual consent of the Applicant and the Planning Division Manager or designee. Failure of an agency to respond within the prescribed time period (or extended period) shall indicate approval by that agency.

D. Following referral agency review, the PWD Department staff will determine the applications readiness for a hearing with the Board of County Commissioners.

E. When determined ready, the staff planner shall schedule the Vacation with the Board of County Commissioners for final consideration. The Applicant shall be notified of the hearing date and time.

F. The Applicant shall be responsible for public notice prior to the Board of County Commissioner's hearing in compliance with the public notice requirements in Section 17-100 herein.

G. The Board of County Commissioners shall evaluate the Vacation request, referral agency comments, staff report and public testimony and shall approve, conditionally approve, table for further study, remand to the Planning Commission or deny the vacation request. The Board's action shall be based on the evidence presented, and compliance with the adopted standards, regulations, policies and other guidelines.

H. Upon approval by the Board of County Commissioners, the Applicant has sixty (60) calendar days to submit the necessary deeds required by the vacation along with the Vacation Exhibit. Within thirty (30) calendar days of receiving, ~~the staff planner~~ County staff shall record the Vacation Resolution, Vacation Exhibit and deeds in the Office of the Clerk and Recorder.

14-703.03 SUBMITTAL DOCUMENTS

A. Completed Land Use and Vacation Request Application (Applications are available from the Planning Division office)

B.

C. Application fee (Fee Schedule is available from the Planning Division office)

D. Written Letter of Intent that explains, justifies and validates the request, stating all facts relied upon and providing documentation where possible.

E. A vacation exhibit shall be an original drawing in black ink on 8 1/2" x 14" paper or other size as required by PWD, and shall contain information deemed appropriate by the PWD Department. Include the written legal description signed and sealed by a Professional Land Surveyor registered in the State of Colorado, of the right-of-way to be vacated

F. .

G. Vicinity map showing the location of the right-of-way in relation to the lots, or the area surrounding the right-of-way within a 1-mile radius which can be obtained in the Mapping Section.

H. Letters from the following stating their recommendation regarding the vacation and any existing facility they have over, under or across the land:
   1. all special districts providing maintenance of infrastructure within the rights-of-way
   2. all known easement beneficiaries, cable providers, fiber optic companies and/or utility providers; and
   3. all landowners abutting or using an access proposed for vacation.

I. Stamped envelopes addressed to abutting landowners and other landowners using the access proposed for vacation, as specified by staff, for notification of the vacation application. Include a map identifying the area to be vacated and relationship to the abutting landowners.

J. A completed Vacation Petition

14-703.04 RESUBMITTAL

An application shall not be resubmitted within 1 year of the date of denial. However, if the Planning Division Manager or designee determines that the resubmitted vacation, application has been modified to correct the stated objections, then the resubmittal will be accepted.

14-704 VACATION OF PLAT OR PUBLIC EASMENT– SUBMITTAL DOCUMENTS AND PROCESS

14-704.01 PROCESS

A. Vacation requests shall be referred to applicable County departments, outside agencies, Home Owners's Associaitons, and others if deemed appropriate by staff.

B. The Applicant shall submit the required information to the Planning Division office. Once the submittal is determined complete, county staff will review the application and refer it to applicable outside agencies. ~~mail referral packets to the appropriate County departments and outside agencies and letters to the abutting landowners.~~

C. The referral agencies and departments shall submit comments within ~~twenty-one (21)~~ fifteen (15) business days. ~~of receiving the packet.~~ All comments shall be forwarded onto the the applicant. Staff shall review the information and prepare a staff report for the Board of County Commissioners and notify the Applicant of the hearing date and time.

D. The Board of County Commissioners shall evaluate the vacation request, referral agency comments, staff report and public testimony, and shall take action to approve, conditionally approve, table for further study, or deny the vacation request. The Board's action shall be based on the evidence presented, compliance with the adopted standards, regulations, policies and other guidelines.

14-704.02 SUBMITTAL DOCUMENTS REQUIREMENTS - PLAT OR PUBLIC EASEMENT VACATION

A. Completed Land Use and Vacation Request Application (Applications are available from the Planning Division office)

B. Application fee (Fee Schedule is available from the Planning Division office)

C. Proof of ownership, which includes an updated, or current title insurance policy or title commitment no older than six (6) months.

D. A notarized Letter of Authorization from the landowner permitting a representative to process the application, with a disclaimer that no other party's consent is required.

E. A plat vacation exhibit which shall be a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) on 24" x 36" single/double matte mylar. The drawing shall be in upper case sans serif with a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee and shall contain information deemed appropriate by the PWD Department. An easement exhibit shall be on 81/2" x 14" paper or other size as required by PWD, sealed by a professional land surveyor, containing information deemed appropriate by the PWD Department.

F. A vicinity map that depicts the area surrounding the subdivision within a 1-mile radius or shows the relationship of the easement to be vacated to adjoining lots.

G. If anything less than the entire plat is vacated, include a legal description of the portions being vacated signed and sealed by a Professional Land Surveyor registered in the state of Colorado.

H. Letters from the following stating their recommendation regarding the vacation and any existing facilities they have over, under or across the land from:

I. all special districts providing maintenance of infrastructure within rights-of-way and or easement;

J. all landowners abutting or using an access proposed for vacation; and

K. all known easement beneficiaries which may include utility companies, cable and or fiber optic companies.

L. A matrix listing submittal requirements is available in the Planning Division office. Other submittal requirements may be required based on the PWD Department review.

M. A completed Petition

14-705 RECORDATION PROCEDURE – ALL VACATIONS

A. Prior to recordation of the plat vacation exhibit, the Applicant must submit all required documentation, recordation fees, a certificate of taxes paid along with the vacation exhibit in accordance with the Board of County Commissioners approval.

B. The Applicant shall provide evidence through a current title insurance policy or commitment that the signature of the owner on the final mylar is the owner of the property.

C. Prior to the County's recognition of the Vacation Exhibit, the approved Vacation Exhibit must be recorded in the Office of the Arapahoe County Clerk and Recorder. The recordation of the approved Plat Vacation and associated documentation shall occur within ninety (90) days of approval by the Board. An extension may be granted in writing by the Planning Division Manager.

D. Within sixty (60) days of approval of the vacation, unless stated otherwise in such approval, the Applicant shall submit a Vacation Exhibit ready for recordation except for the signatures of the Board Chair. An original drawing in black ink is also acceptable. In addition, all required documentation and recordation fees are required with the submittal.

E. The staff planner shall obtain the signatures of the Board and the attest from the Clerk and Recorder and record the Plat Vacation within 30 days of receiving the Plat Vacation.

SECTION 14-800 PLAT CORRECTION

14-801 INTENT

To provide a process to correct errors and/or omissions on a recorded subdivision plat.

14-802 PREREQUISITE PROCESS

A. The surveyor who prepared the subdivision plat or the surveyor's representative must initiate the plat correction process. The plat correction process can not be used if the surveyor of record either can not change the plat due to death, retirement or relocation or will not correct the errors on the plat.
B. Depending upon the nature of the corrections, there are two processes that may be used to correct a plat: the Affidavit of Correction or the Correction Plat:
C. The Affidavit of Correction is used to correct minor errors and/or omissions on a plat. These would include minor typographical errors and errors in distances, angles or bearings.
D. A Correction Plat is used to correct a recorded subdivision plat when the errors and/or omissions are too numerous or substantial to be corrected by an affidavit of correction.
E. The surveyor is required to meet with the Mapping Section to determine if the plat correction process is applicable, and then determine which plat correction process would be most appropriate.

14-803 AFFIDAVIT OF CORRECTION

14-803.01 PROCESS

A. After determining that the Affidavit of Correction process is appropriate, the surveyor or the surveyor's representative shall submit a completed Affidavit of Correction bearing the original signature and seal of the surveyor to the Planning Division office.

B. The staff planner will refer the Affidavit of Correction to the Mapping Section, Engineering Division and any other referral agencies that may have an interest in the corrections.

C. The referral agencies shall have fourteen (14) ~~working~~ business days to return comments on the Affidavit of Correction to the staff planner. Upon final review by the referral agencies and the PWD Department, the staff planner will have the Affidavit of Correction signed by the Planning Division Manager or the designee. The staff planner will then have fourteen (14) ~~working~~ business days to record the Affidavit of Correction in the Office of the Clerk and Recorder. The staff planner shall also provide a copy of the recorded Affidavit of Correction to the Mapping Section.

14-803.02 APPROVAL STANDARDS

An affidavit of correction may be approved upon finding that:

A. The corrections are in accordance with adopted standards and criteria and the original conditions of approval;

B. The corrections are in keeping with the spirit and intent of the subdivision regulations; and

C. The approval will not adversely affect the public health, safety and welfare of the residents and property owner in Arapahoe County.

14-804 CORRECTION PLAT

14-804.01 PROCESS

A. After determining that the Correction Plat process is appropriate, the surveyor or the surveyor's representative will submit the Correction Plat to the Planning Division office.

B. Upon receipt of all required information, the Planning and Engineering Division shall review the formal submittal within five (5) business days to determine if it is consistent with the standards set forth in these regulations.

C. The case planner will refer the plat document and relevant submittal information for a fourteen (14) day internal review to various County departments and divisions as determined by the PWD Department.

D. The Applicant will be notified of any outstanding issues upon completion of this internal review.

E. The Applicant shall submit a final mylar for signature by the Board of County Commissioners following completion of all outstanding issues raised by the referral process and staff's determination that the Administrative Replat complies with all specified plat content requirements per Section 14-804.03 herein.

F. Along with the Correction Plat, the Applicant must submit all required documentation, recordation fees, and a certificate of taxes paid.

G. Upon acceptance of the final mylar by the PWD Department, the Correction Plat will be sign by the Chair~~person~~ of the Board of County Commissioners and attested by the Clerk and Recorder.

H. Within thirty (30) days of receipt of the final mylar, ~~approval by the Board of County Commissioners,~~ the staff planner shall record the ~~correction plat~~ Administrative Replat with the Office of the Clerk and Recorder.

14-804.02 SUBMITTAL REQUIREMENTS

A. Completed Land Use Application (Application is available from the Planning office)

B. Application fee (Fee Schedule is available in the Planning Division office)

C. A Letter of Intent that explains, justifies and validates the request, stating all facts relied upon and providing documentation where possible.

D. Proof of ownership which includes an updated or current title insurance policy or title commitment no older than six (6) months.

E. A notarized Letter of Authorization from the landowner(s) permitting a representative to process the application with a disclaimer that no other party's consent is required.

F. Correction Plat exhibit (per Section 14-804.03, herein). The format for all plats shall be in upper-case sans serif. Font size shall be readable when reduced to 11" x 17" size. No plats shall include copyright restrictions.

G. Certificate of taxes paid.

14-804.03 CORRECTION PLAT EXHIBIT

A. The Correction Plat exhibit shall be a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) on 24" x 36" single/double matte mylar. The drawing shall be in upper case sans serif with a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee and shall contain the following information:

B. The Correction Plat shall encompass the entire area of the original plat and shall be exactly the same as the plat being corrected with the following exceptions:

C. The name of the Correction Plat shall be the same as the name of the subdivision being corrected, as dedicated, followed by the words Correction Plat. The name of the subdivision shall be corrected wherever it appears on the plat.

D. Signature blocks for all owners of property within the boundaries of the subdivision.

E. All Standard and Specific notes applicable to the Correction Plat in their current format. (See Section 16-100 for more details).

F. All corrections identified in the application need to be made.

G. A table listing all corrections on the plat. The table shall show the original information and the corrections being made.

SECTION 14-900 SUBDIVISION EXEMPTION

14-901 INTENT

To establish criteria and a review process whereby the Board of County Commissioners may grant Exemptions from the definition of the terms "subdivision" and "subdivided land" for any division of land if the Board determines that such a division is not within the purpose of Article 28, Title 30 of the Colorado Revised Statutes.

14-902 APPROVAL CRITERIA

A. The Planning Division Manager or designee shall initially determine whether or not the application meets the intent of the Subdivision Exemption. If the application does not meet the Exemption criteria set forth in these regulations, the application will be required to comply with the Preliminary Plat and Final Plat processes or the Minor Development process as set forth in this Resolution. The County may request public improvements, right-of-way dedication, dedication of land or cash-in-lieu thereof in accordance with the land dedication regulations found within this Resolution.

B. The Board may approve Subdivision Exemptions upon the finding by that one or more of the following criteria apply:

1. Land is being used for public or quasi-public purposes including but not limited to: utility facility, park, open space, fire station, sheriff substation, library, metro district office, water/sewage facility, cemetery, and school district facilities.

2. A boundary line adjustment where no additional parcels are created (unplatted land only).

3. Exemptions that create additional parcels shall be permitted for parcels with more than one principal residence provided that all of the following criteria are met:
   a) Each residence was constructed in conformance with the applicable County regulations in effect at the time the residence was constructed that;
   b) Each residence shall have a documented history of continuous use as a single-family dwelling since May 5, 1972;
   c) Legal and physical access shall be provided to all parcels by public right-of-way or recorded easement acceptable to the Arapahoe County Engineering Division.

14-903 A PARCEL OF LAND SHALL BE INCLUDED IN A MAXIMUM OF ONE EXEMPTION

A. No more than four parcels shall be created from a thirty-five (35)-acre maximum sized parcel.

B. The proposed parcel(s) of land shall be in compliance with the current zoning requirements.

C. Exemption is not contrary to the adopted Comprehensive Plan.

D. A parcel created by legal action as in the case of a divorce decree.

E. Unless otherwise stated on an Exemption exhibit executed by the Board of County Commissioners, parcels created by a transfer exempted from the subdivision process shall be required to undergo the final platting process prior to the issuance of building permits or certificate of occupancy.

14-904 PROCESS

A. Prior to submitting a complete application for the Subdivision Exemption, a Presubmittal meeting with representatives of the Planning Division and Engineering Division is required unless waived in writing by the Planning and/or Engineering Division Managers.

B. Following the Pre-submittal meeting, the Applicant must complete all of the requirements of the formal review process as prescribed by the PWD Department. The Planning and/or Engineering Division Managers may waive any portion of the formal submittal requirements in writing.

C. As part of the review process, referral agencies are notified and have the opportunity to respond in writing. The Applicant may be required to pay any fees assessed by these referral agencies in advance of their review. This referral period is twenty one (21) business days and can be extended by up to thirty (30) additional days by mutual consent of the Applicant and the Planning Division Manager or designee. Failure of an agency to respond within the prescribed time period (or extended period) shall indicate approval by that agency.

D. Following referral agency review, the PWD Department staff will determine the applications readiness for a hearing with the Board of County Commissioners. When determined ready, the application will be scheduled with the Board.

E. The Subdivision Exemption submittal, along with the recommendations of staff, shall be presented at a public meeting on the consent agenda of the Board of County Commissioners. The Board shall evaluate the Subdivision Exemption, staff recommendations, referral agency comments, public testimony and other information relevant to the plan, and shall either approve, conditionally approve, table for further study or deny the Subdivision Exemption. The Board's action shall be based on compliance with the adopted standards, regulations, policies and other guidelines.

F. If denied by the Board, the Applicant may pursue subdivision in accordance with the appropriate process contained in this Resolution.

14-905 SUBMITTAL REQUIREMENTS

A. Completed Land Use Application
B. Application fee
C. Written Letter of Intent describing the proposed development including background information explaining why the request is being made, important geographic details on and off-site that relate to the proposal, potential sales contracts for parcel(s) being developed and any other pertinent information for clarification.
D. Proof of ownership, which includes a current or updated title insurance policy or title commitment no more than ninety (90) days old.
E. As necessary, property deeds proving the date the property was created in its current configuration.
F. A notarized Letter of Authorization from all landowners permitting a representative to process the application with a disclaimer that no other party's consent is required.
G. Subdivision Exemption exhibits with all supporting documents required by staff (per Section 14-905 herein). The format for all exhibits shall be in upper-case sans-serif. Font size shall be readable when reduced to an 11x17-inch size. No exhibits shall include copyright restrictions.
H. Permanent access to public rights-of-way shall be provided for all parcels.

I. Permanent utility easement(s) shall be provided.
J. Proposed source of water and sewage treatment shall be stated. If the proposed parcel to be created lies within water & sanitation district, a "will serve" letter from that District must be submitted with the exemption application.

14-906 PLAN EXHIBIT

A. The Subdivision Exemption exhibit shall be a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) on 24" x 36" single/double matte mylar. The drawing shall be in upper case sans serif with a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee. The exhibit shall contain the following information:

B. The title of the Subdivision Exemption shall be located at the top of each sheet. On each sheet a subtitle, in smaller lettering, shall indicate the quarter (1/4) section(s), section(s), Township and Range in which the Subdivision Exemption is located. The name of the county and the state shall be included in the subtitle.

C. Each sheet of the Subdivision Exemption shall show the date of the survey, north arrow, and the written and graphic scale. The drawing date and any revision dates shall be shown on the cover sheet. The minimum scale of the drawing shall be one (1) inch to one hundred (100) feet. Enough sheets shall be used to accomplish this end. Acceptable larger scales are one (1) inch to twenty (20) feet, thirty (30) feet, forty (40) feet, fifty (50) feet and sixty (60) feet.

D. Vicinity Map (scale of I" = 2000' preferred) showing the Subdivision Exemption in relation to section lines and existing or proposed streets within one mile.

E. The Surveyor's Certificate of Survey. The acceptable format is located in Section 16-100, herein.

F. The Board of County Commissioners Approval Block. The acceptable format is located in Section 16-100, herein.

G. An accurate and complete Monumented Land Survey pursuant to paragraph thirteen (I 3) of Section 38-51-102 of the Colorado Revised Statues, shall be made of the land to be included in the Subdivision Exemption. A traverse of boundaries when computed from field measurements on the ground must have a minimum unadjusted ratio of closure of one (1) part in fifteen thousand (15,000).

H. Legal Description of the land included in the Subdivision Exemption.

1. The monumented land survey shall be an accurate reflection of the legal description.
   a) The legal description shall be in the following format:

   A parcel of land in the___ 1/4 of Section, Township ___ South, Range ___ West of the Sixth Principal Meridian, County of Arapahoe, State of Colorado more particularly described as follows:

b) The following description shall be by metes and bounds, incorporating a complete traverse and the accuracy standards as described in 14-905.07 above. The area to the nearest one hundredth of an acre (.01) more or less shall be included.

2. A legal description of any parcel within the Subdivision Exemption shall be prepared in the manner described above.

I. The Point of Beginning of the Subdivision Exemption shall be tied (distance and bearing) to two adjacent section or quarter section corners of the Public Land Survey System. The monument found/set at the section or quarter section corners must be described on the Exhibit.

J. The surveyor shall rehabilitate or upgrade any section or quarter section corner used to control the survey of the Subdivision Exemption as required by the Rules of Procedure promulgated by the State Board of Registration for Professional Engineers and Professional Land Surveyors.

K. A Basis of Bearing statement in a format acceptable to the State Board of Registration for Professional Engineers and Professional Land Surveyors shall be included on the Exhibit. The line being referenced shall be shown on the exhibit and the survey of the Subdivision Exemption shall be tied to the line being used for the Basis of Bearing.

L. A Colorado Land Survey Monument Record for each section or quarter section corner used to control the survey of the Subdivision Exemption shall be prepared at the time the Subdivision Exemption is submitted to the County. Each Monument Record shall describe both supporting and contradicting evidence, as well as the monument found and accepted, established, restored or rehabilitated, and at least three (3) accessory or reference points.
   1. If the latest Monument Record on file describes the existing monument, meets the above described criteria, and the reference points are still existing, the surveyor only needs to submit a copy of the existing Monument Record with the Subdivision Exemption.

M. The Exhibit shall show complete survey and mathematical information, including curve data, and other data necessary to locate all monuments and locate and retrace any interior parcel lines. Distance and bearings shall be used.

N. The boundary of the Subdivision Exemption shall be delineated with a heavy solid line.

O. The Exhibit shall include all appropriate notes and signature blocks as approved by the County Attorney and describe in Section 16-100 herein.

P. The topography of the site at 2' intervals shall be shown.

Q. Ownership, zoning and use of all adjacent parcels shall be shown.

R. Significant features including, but not limited to, existing structures, utility lines, natural and artificial drainageways, ditches, lakes, vegetative groundcover, rock outcroppings, geologic features and hazards, dams, reservoirs, mines, fence lines, driveways, easements, well sites, septic systems and leach fields shall be shown.

14-907 POST APPROVAL ACTIONS

A. Prior to the County's recognition of parcel(s) created through an Exemption, the approved Exemption Exhibit shall be recorded in the Office of the Arapahoe County Clerk and Recorder. The recordation of the approved Exemption and associated documentation shall occur within ninety (90) days of approval by the Board. An extension may be granted in writing by the Planning Division Manager or designee.

B. Prior to recordation of the Subdivision Exemption, the Applicant must submit all required documentation, recordation fees, a certificate of taxes paid along with the amended Exemption exhibit in accordance with the Board of County Commissioner's approval.

C. The Applicant shall provide evidence through a current title insurance policy or commitment that the signature of the owner on the final mylar is the owner of the property.

D. Prior to recordation of the Exemption exhibit, the Applicant shall prepare deeds that accurately describe the land approved by the Exemption and all necessary easements. The deeds shall also include the following:
   a) A statement on the deed, immediately following the legal description, that states: "This deed is given to implement an Exemption from SB35, File (#), on (date) by the Board of County Commissioners."

E. Within 60 days of approval of the Exemption, unless stated otherwise in such approval, the Applicant shall submit a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) of the approved Exemption plat ready for recordation except for the signatures of the Board Chair~~person~~ or designee. An original drawing in black ink is also acceptable.

F. Within thirty (30) days of receipt of the Exemption Exhibit, the staff planner shall obtain the signatures of the Board Chair~~man~~, attested by the Clerk and Recorder and record the Exemption Exhibit.

G. Maintenance agreements as may be deemed necessary by the Board for the proposed use of common facilities and continued maintenance of roads, driveways, water sources, waste disposal facilities and their associated easements shall be recorded with the deed referencing the project number and the date of approval.

H. The PWD Department shall record such documents in the Office of the Clerk and Recorder.

I. The Planning Division Manager or designee may grant extensions of time up to one (1) year, upon a written request by the Applicant. A denial by the Planning Division Manager may be appealed, in writing, to the Board within 10 days from the date of the denial by the Planning Division Manager

J. If the Exemption request is denied by the Board, the Applicant may proceed with the subdivision request in compliance with this Resolution. An Exemption request for the same or substantially the same request, as determined by the Planning Division Manager, shall not be accepted within one (1) year of such denial.

14-908 ADDRESS PLAT

With the submittal of the final mylars, an Address Plat is required. The Address Plat should be an exact duplicate of the Exemption exhibit with the addition of a label that reads "Address Plat". The Address Plat shall be a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) on 24" x 36" single/double matte mylar. The drawing shall be in upper case sans serif with a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee. The Address Plat mylar is routed the same as the Exemption exhibit mylar but is not recorded with the Exemption. The Address Plat mylar shall be signed by the owners. The signatures shall be notarized.

Section 14-1000 RURAL CLUSTER OPTIONS

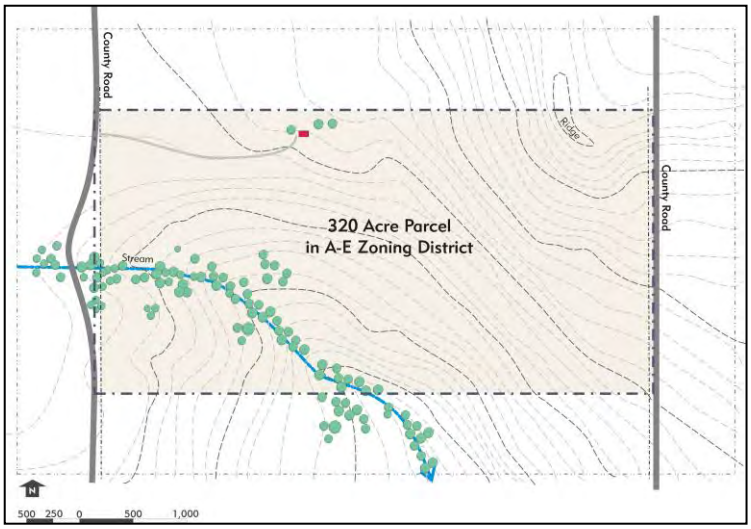


Figure (Right): Hypothetical 320 Acre Parcel in A-E Zoning District with a stream and ridgeline

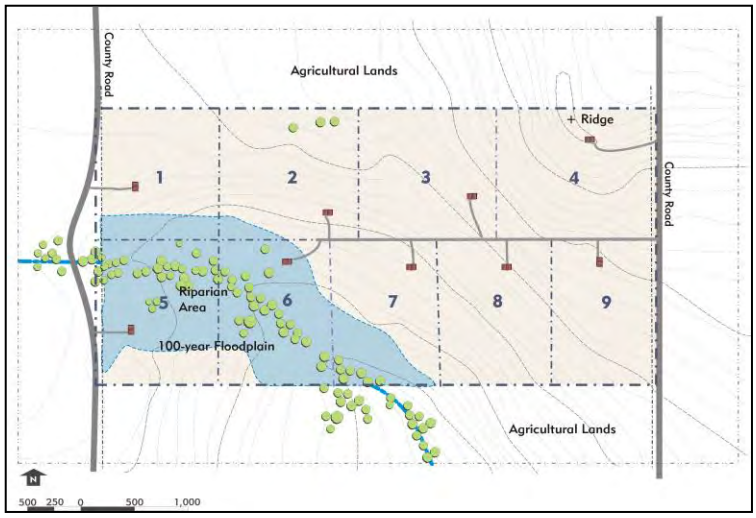


Figure (Right): Without the Rural Cluster Option, applicant would be eligible for nine (9) 35-acre parcels on this 320 Acre Parcel

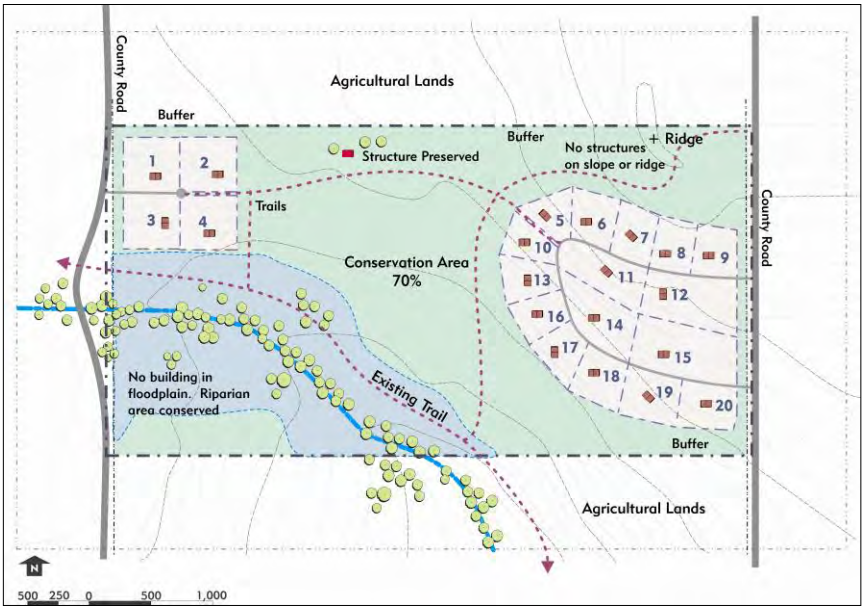


*Figure (Left): The **Rural Cluster Option** allows the applicant to locate 20 lots on the site and to conserve 70% of the parcel as open lands. Natural and man-made features, such as the stream corridor and ridgeline, are undisturbed.*

14-1000 PURPOSE AND INTENT

A. The rural cluster option implements the Comprehensive Plan and allows residential development in agricultural zone districts within the Rural Area to be sited creatively to maintain the rural open character and agricultural viability of Arapahoe County's Rural lands. This option permits single-family residential development on parcels of 70 acres or more to be clustered on lots smaller than otherwise permitted by the Arapahoe County Land Development Code. The option requires a portion of the property be set aside as an open "conservation area," with a limited range of allowed uses and activities. The rural cluster option provides incentives for landowners to choose cluster developments as an alternative to large-lot conventional subdivisions and dispersed development on 35-acre and larger parcels. The County does not intend to allow rural cluster developments solely as a tool for gaining greater densities in the Rural Area; instead, the County intends any additional density allowed under this option as *quid pro quo* for the permanent conservation of valuable natural, cultural and agricultural resources and lands.

B. More specifically, the purpose and intent of the rural cluster option is to:
    1. Implement the Rural Area policies of the Arapahoe County Comprehensive Plan;
    2. Protect the open character of eastern Arapahoe County's agricultural districts;
    3. Encourage continued use of these lands for ranching and agricultural activities, especially prime farm lands;
    4. Conserve Sensitive Development Areas, such as rivers, streams, floodplains, riparian areas, wetlands, view sheds ecological resources, steep slopes and ridgelines, historic and archaeological sites, and wildlife habitat and corridors;
    5. Allow a diversity of lot sizes to accommodate a variety of residential preferences;
    6. Minimize extension of roads and utilities for development and reduce the County's cost of providing services; and
    7. Promote compatibility of new cluster development with existing and allowed adjacent land uses.

14-1001 GENERAL REQUIREMENTS

14-1001.01 APPLICABLE DISTRICTS

Property shall be located within one of the following areas to be eligible for the rural cluster option:

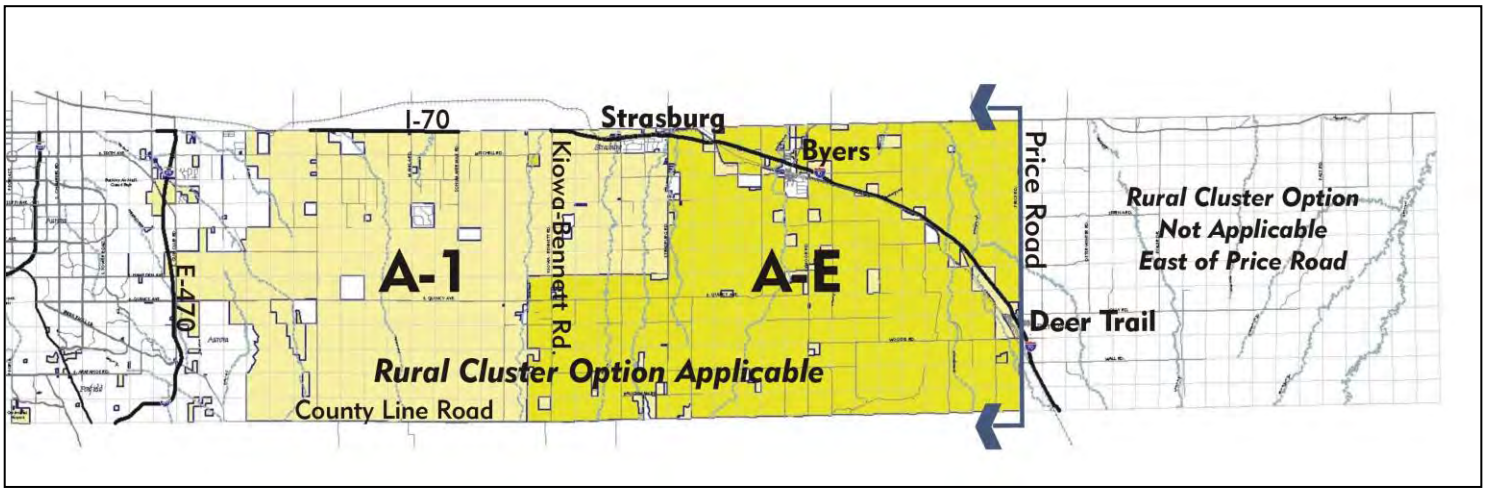
14-1001.01.01 A-E (Agricultural) Zoning district, west of Deer Trail

Eligible property shall be located in the Rural Area and zoned "A-E", provided the property is located west of the Town of Deer Trail and west of Price Road; as shown in Figure 1 below.

14-1001.01.02 A-1 (Agricultural) Zoning district

Eligible property shall be located in the Rural Area and zoned "A-1", as shown in Figure 1 below.

Figure 1: Applicability of Rural Cluster Option



14-1001.02 MINIMUM LAND AREA—70 ACRES

The application for the rural cluster option must involve a single parcel of eligible land under common ownership and at least 70 acres in total area or, alternately, two or more contiguous parcels of eligible land under different ownerships and with an aggregate size of at least 70 acres.

14-1001.03 ALLOWED USES – GENERAL

The proposed uses of the subject parcel under this rural cluster option shall be limited to single-family detached residences, agricultural uses and activities, passive open space or recreation, as further described in Section 7-300, "Rural Cluster Option," of the Zoning Regulations.

14-1001.04 PAVED COUNTY ROAD ACCESS REQUIRED

All applications for the Rural Cluster option must have primary access from a paved County road across the full frontage of the proposed subdivision. The County road must be paved to the County construction standards.

14-1002 REVIEW PROCEDURES AND ADMINISTRATION

A proposal for development under the rural cluster option shall be processed as a subdivision of land, subject to an expedited "Cluster Subdivision Process," as described in this Section 14-1000. An applicant shall submit a final Cluster Subdivision Plat that meets the general submittal requirements for a final plat according to Section 14-304 of these Subdivision Regulations, and a separate "Site Analysis Map" as required in this Section 14-1002. County approval of a final plat for a cluster subdivision is required prior to any land disturbing activity, including clearing and grading, on the proposed cluster development site.

14-1002.01 CLUSTER SUBDIVISION REVIEW PROCESS

A. The cluster subdivision process provides an abbreviated and expedited review process for rural cluster developments that comply with Section 13-1100 (Rural Cluster Option) of the Zoning Regulations and with Section 15-100 of these Subdivision Regulations.

B. The steps in the review of a cluster subdivision application shall be:

1. **Pre-Submittal Meeting**. Prior to submittal of a cluster subdivision application, the applicant shall meet with representatives of the Planning and Engineering Divisions at a pre-submittal meeting to discuss the procedure and submittal requirements. Of particular importance should be discussion of preparation of the site analysis map and scheduling of staff's site visit.

2. **Review of Preliminary Site Analysis Map**. After the pre-submittal meeting, but before the applicant's formal submittal of the cluster subdivision application, the applicant shall prepare and submit a preliminary site analysis map that analyzes existing conditions both on the proposed cluster development site and on all lands within 1,500 feet of the subject site's boundaries.

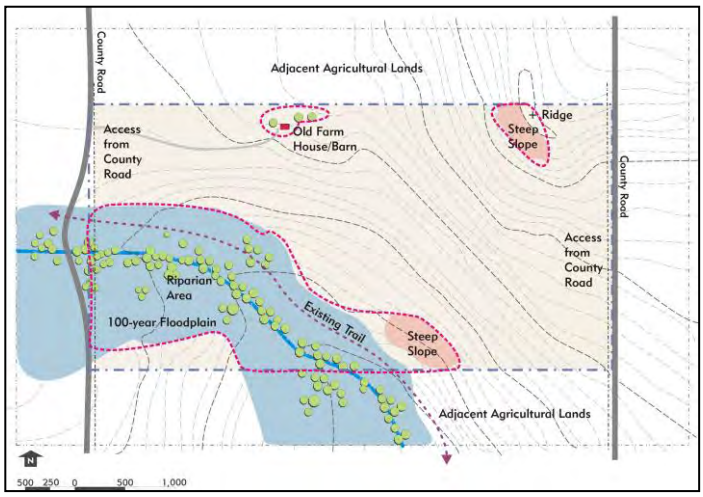
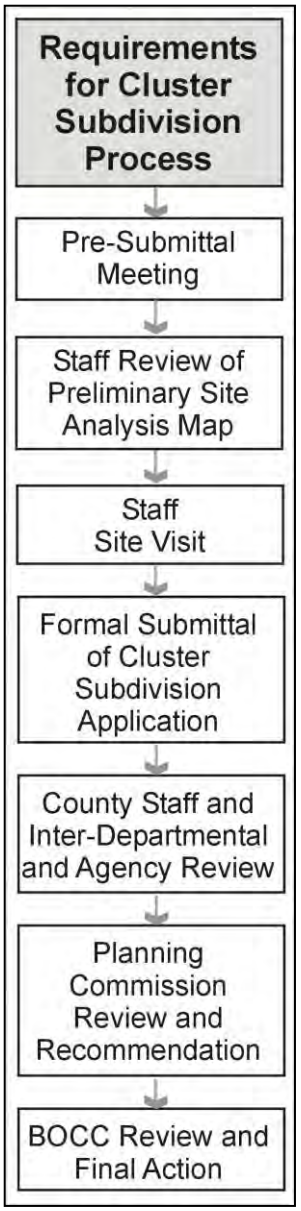


Figure 2: ***Preliminary Site Analysis Map*** *- Identifies site conditions on the site and on lands within 1,500 feet of the subject site. The site analysis identifies natural and man-made features.*



a) The preliminary site analysis map shall comply with the following preparation requirements:
   i. The format for the preliminary site analysis map shall comply with the minimum format for preliminary plats stated in Section 2-204.06 of these Regulations.
   ii. Map scale shall be not less than 1 inch = 200 feet, or if the site contains slopes exceeding 10% and the applicant is proposing an onsite wastewater system, the scale shall be not less than 1 inch = 100 feet.
   iii. Map shall show the relationship of the subject property to natural and man-made features located within 1,500 feet of the subject site's boundaries.
   iv. The natural and man-made features to be shown include:
      a) Public roads.
      b) Trails.
      c) Utility easements and rights-of-way, as filed with the County Clerk and Recorder's office.
      d) Topography (from USGS maps), including steep slopes, as defined in these regulations.
      e) Land areas that qualify as "Sensitive Development Areas," as defined in these regulations.
      f) Former waste disposal sites.
      g) Public lands.
      h) Land protected under existing conservation easements.
      i) Man-made features, including but not limited to driveways, farm roads, buildings, foundations, walls and fences, wells, drainage

fields, dumps, and utilities.

3. **Staff Site Visit.** After the applicant submits a preliminary site analysis map, and before the applicant formally submits the application, County staff shall schedule a site visit to the property and invite the applicant to participate. Before the site visit, the applicant shall provide staff with written permission to allow staff to enter the property. The purpose of this site visit is to:
    a) Familiarize staff with the property's existing conditions and special features;
    b) Identify potential site development issues; and
    c) Provide an opportunity to discuss rural cluster design concepts, including the general location and layout of the conservation area, the potential locations for proposed lots and building envelopes within lots (as applicable), and the potential locations for utilities, roads, and other development features.

    Comments made by officials or staff during the site visit are not binding in any way, and shall be interpreted as suggestions only. No official decisions shall be made during the site visit.
4. **Formal Submittal of Cluster Subdivision Application**. The applicant shall submit a complete cluster subdivision application that complies with the submittal requirements stated in Section 14-1002.02. The County shall not accept incomplete applications.
    a) The applicant may be required to submit additional materials, provided the Planning Division Manager informs the applicant of the additional material at either the pre-submittal meeting or within five (5) days of the site visit, and based on the Planning Division Manager's determination that the additional material is necessary and relevant to the County's review.
    b) The Planning Division Manager may waive or vary certain submittal requirements in order to tailor the requirements to the information necessary to review a particular application. An applicant shall request a waiver or variation prior to submitting an application, and should discuss the request with staff at the pre-submittal meeting if possible. The Planning Division Manager may waive or vary such submittal requirements where the Manager finds that the projected size, complexity, anticipated impacts, or other factors associated with the proposed cluster subdivision support such waiver/variation.
5. **Referral to Appropriate Agencies**. As part of the review process, referral agencies are notified and have the opportunity to respond in writing. The applicant may be required to pay any fees assessed by these referral agencies in advance of their review. This referral period is thirty (30) days, and may be extended by up to 30 additional days by mutual consent of the applicant and the Planning Division Manager or designee. Failure of an agency to respond within the prescribed time period (or extended period) shall indicate approval by that agency.
6. **Planning Commission Recommendation**.
    a) Recommendation at Public Hearing. Following referral agency review, staff will determine the application's readiness for a public hearing with the Planning Commission. When determined ready, the cluster subdivision application, along with the available comments of the Planning and Engineering staff and appropriate agencies, shall be presented at a public hearing of the Planning Commission. Priority review shall be granted the cluster subdivision application according to Section 14-1002.01.04. At least fourteen (14) days prior to the date of the Commission hearing, the applicant shall provide posted sign notice and

give mail notice to all adjacent property owners of the Commission meeting time and place, in accord with the County's notice requirements in Part 3 of this Code. In addition, the County shall give notice of the time and place of the hearing in at least one publication of a newspaper of local circulation in the vicinity of the proposed subdivision (e.g., in the *I-70 Scout*).

b) Planning Commission Action. The Planning Commission shall take action on the application by recommending approval, approval with conditions, or denial. The Planning Commission may utilize standard conditions of approval and standard motions for approval, which incorporate other requirement conditions, limitations, or restrictions. The Planning Commission's decision shall be based upon the evidence presented, the record relating to the application, and applying the standards set forth in this section. The Planning Commission may continue the hearing to allow additional/supplemental information to be submitted and considered

7. Board of County Commissioners Final Action.

a) **Final Action at Public Hearing.** Following the recommendation by the Planning Commission, staff shall schedule the cluster subdivision application on the Consent Agenda or the General Business Agenda of the Board of County Commissioners for final action at a public meeting. Priority review shall be granted the cluster subdivision application according to Section 14-1002.01.04. Staff shall notify the applicant of the public meeting date and time

b) **Option for Consideration at Public Hearing**. The case will be scheduled for ratification by the Board of County Commissioners, unless prior to ratification, the Board member representing the district in which the cluster subdivision will be located decides that the application shall be considered at a public hearing. If the application is rescheduled for a Board of County Commissioners public hearing, the hearing shall be *de novo*, and the Board's action shall be based upon the record developed at the Board hearing. Staff shall notify the applicant of the County's decision to schedule the application as a public hearing, and the applicant shall be responsible for complying with the County's notice requirements for the hearing.

c) **Board Action**. The Board shall evaluate the cluster subdivision application, staff recommendations, referral agency comments, Planning Commission recommendations, public testimony (as applicable), and other information relevant to the proposed cluster subdivision, and shall approve, approve with conditions, or deny the application. The Board's action shall be based on compliance with the adopted standards and review criteria for rural cluster subdivisions, and other applicable regulations, policies, and guidelines.

d) **Effect of Board Denial**. If denied by the Board, the submittal of a new application and processing fee shall be required in order to pursue the proposed cluster subdivision. The re-submittal of a cluster subdivision application for the same or substantially the same request, as determined by the Planning Division Manager or designee, shall not be accepted within one (1) year of such denial. The applicant may appeal the decision of the Division Manager, or designee, in writing, to the Board within 10 days from the date of the decision.

8. Review Criteria

The Board may approve a cluster subdivision application upon findings that the proposed Cluster Subdivision Plat and Final Site Analysis Map, including any bonus

densities requested, further the purpose and intent of the Rural Cluster Option, and comply with: (1) the standards in Section 13-1100 (Rural Cluster Option) of the Zoning Regulations; (2) the standards of this Section 14-1000; and (3) the standards for approval of final plats stated in Sections 14-302 of these Subdivision Regulations, except where the Board expressly permits exceptions and variances to such standards.

a) The Board retains the discretion to deny a rural cluster application if it finds that the subject property uniformly exhibits such extraordinary natural and environmental value, as evidenced by the property's composite ranking on the Arapahoe County Resource Composite Map, that the Board determines the densities permitted by the Rural Cluster Option would result in unmitigated, adverse impacts on the natural environment.

b) The Board also retains the discretion to approve the proposed Rural Cluster Subdivision conditioned on the applicant agreeing to a reduced residential density if the Board finds that such condition would mitigate potential adverse impacts related to the requested density.

9. **Limitations Prior to Approval or Recording of Cluster Subdivision Plat**.
    a) **Guarantee of Public Improvements.** No Cluster Subdivision Plat shall be recorded until the applicant has submitted, and the County has approved, one or a combination of Subdivision Improvement Agreements, as applicable.
    b) **Payment of Past Assessed Taxes and Fees.** The Board shall not approve a Cluster Subdivision Plat unless all delinquent taxes and special assessments related to the subject property have been paid, and unless such property is classified in the appropriate zoning district as defined in the current Zoning Regulations.
    c) **Address Plat Required.** No Cluster Subdivision Plat shall be recorded until the applicant has submitted an Address Plat final mylar in accordance with Section 14-308 of the Subdivision Regulations. The Address Plat shall be a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake, or scratch off) on 24" x 36" single/double matte mylar. The drawing shall be in upper case sans serif with a minimum 12-point font unless otherwise approved by the Planning Division Manager or designee.
10. **Recordation Procedure**.
    a) **All approved Cluster Subdivision Plats must be recorded**. The applicant shall follow the procedures and prerequisites for recordation of Final Plats stated in Section 14-306 of these Subdivision Regulations.
    b) The applicant shall follow the procedures and prerequisites for recordation of conditions, covenants, and restrictions (C.C.&R's), the Final Site Analysis map(s), and the Plan for Management of the Conservation Areas, conservation area(s) deeds and easements concurrent with, and after, the Cluster Subdivision Plat.
11. **Expiration of Approval**.
    a) Failure by the applicant to submit all required documentation within 60 days of approval shall render approval of the Cluster Subdivision Plat voidable and may result in the necessity for a new submittal of the cluster subdivision application and plat. Resubmittals are subject to all processing fees, submittal requirements, and review standards in effect at the time the resubmittal is accepted by the county.

b) The Planning Division Manager, or designee, may grant extensions of time up to twelve (12) months upon a written request by the applicant or staff for good cause being shown. Good cause may include, but is not limited to, signatories are out of the state or country, or a major change was requested by the Board of County Commissioners.

c) An extension of time request shall include a fee and narrative stating the reasons for the applicant's inability to comply with the specified deadlines. The applicant shall list any changes in the character of the neighborhood, and any changes in the County's Comprehensive Plan, Zoning Resolution, or Subdivision Regulations that have occurred since approval of the final Cluster Subdivision Plat. These changes may affect the Cluster Subdivision Plat and the anticipated time schedule for completing the cluster subdivision process. A fee schedule is available from the Planning Division office. Additional review of the Cluster Subdivision Plat may occur, resulting in additional conditions as applicable.

d) The denial of an extension by the Planning Division Manager, or designee, may be appealed to the Board within ten (10) ~~working~~ business days of the decision by the Planning Division Manager, or designee.

C. PRIORITY REVIEW

The County shall give complete and conforming cluster subdivision applications submitted pursuant to this Section 14-1002 priority over other land development applications submitted pursuant to the Zoning or Subdivision Regulations that are being reviewed by staff/referral agencies, the Planning Commission, or the Board. At each step or phase of review, each cluster subdivision application shall be placed on the first scheduled Commission or Board agenda for which it can be properly noticed, as applicable. On each such agenda, the cluster subdivision application shall be placed for consideration before all other land development applications.

14-1002.02 SUBMITTAL REQUIREMENTS

14-1002.02.01 GENERAL SUBMITTAL REQUIREMENTS

The applicant shall submit a cluster subdivision application and accompanying Cluster Subdivision Plat that meet the general submittal requirements and plat exhibits for a Final Plat required by Sections 14-304 and 14-305 of these Subdivision Regulations, and that also satisfies the supplemental requirements stated in this subsection. In addition, the applicant shall submit a separate document entitled "Final Site Analysis Map" which meets the submittal requirements stated in this subsection.

14-1002.02.02 CLUSTER SUBDIVISION PLAT—ADDITIONAL SUBMITTAL REQUIREMENTS

Taking into account the constraints and opportunities identified in the preliminary site analysis map and during the site visit, the applicant shall identify tracts containing the conservation area(s) and lot lines on the Cluster Subdivision Plat according to Section 14-1003, "Residential Cluster Development and Conservation Area Requirements." In addition to the general submittal requirements for a Final Plat (Sections 14-304 and 14-305), the Cluster Subdivision Plat submittal shall include the following additional elements and exhibits:

A. The boundaries of proposed residential cluster(s) and individual lot lines within each residential cluster.

B. he boundaries of all Sensitive Development Areas as shown on the Arapahoe County Resource Composite Map, or as identified by the applicant on the preliminary site analysis map and confirmed through subsequent investigation;

C. Septic field boundaries, as applicable;
D. Reference to the Final Site Analysis Map;
E. Notes regarding ownership and future maintenance of the tracts containing the conservation area(s), and appropriate references (e.g., reception numbers) indicating the existence of site-specific conditions, covenants, or restrictions that may apply within or adjacent to the conservation area tract(s) concerning:
F. Roads and driveways,
G. Detention and water quality ponds, and
H. Landscaping/buffers.
I. Reference to an approved Management Plan, if applicable.

14-1002.02.03 FINAL SITE ANALYSIS MAP SUBMITTAL REQUIREMENTS

A. Taking into account the constraints and opportunities identified in the preliminary site analysis map and during the site visit, the applicant shall identify tracts containing the conservation area(s), lot lines, and building envelopes (as applicable) on the Final Site Analysis Map according to Section 14-1003, "Residential Cluster Development and Conservation Area Requirements." In addition, the Final Site Analysis Map shall include the following elements and exhibits, which the applicant shall show on the map using scales and format consistent with the scales and format used on the Cluster Subdivision Plat: The Final Site Analysis Map, however, is a separate document from the Cluster Subdivision Plat and is required to be recorded.
B. Concurrent with the C.C.& R's and the Management Plan.
    1. All Sensitive Development Areas, man-made features, and any former waste disposal sites identified on the preliminary site analysis map and confirmed through subsequent investigation and the site visit;
    2. The proposed tract or tracts containing the required conservation area(s);
    3. The boundaries of the proposed residential cluster(s); and
    4. Lot lines within each residential cluster and building envelopes within each residential cluster lot. Building envelopes shall be shown only if the cluster lot includes or is adjacent to a septic field or to a Sensitive Development Area (as defined by this Code)

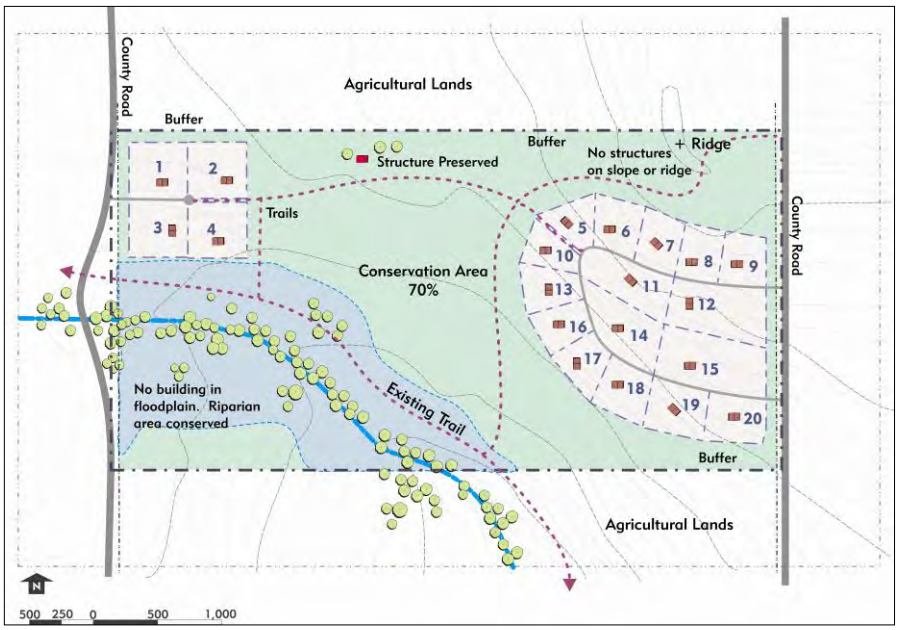


Figure 3: ***Final Site Analysis Map*** *that shows the proposed residential clusters, tracts containing the proposed conservation areas, and critical natural and man-made features identified on the preliminary site analysis map.*

C. If an onsite wastewater system will not be included inside the building envelope for the lot served, the applicant shall also show the separate envelope for the system's location.
D. Notes regarding site specific standards that may apply within or adjacent to the conservation area tract(s) concerning:
    1. Roads;
    2. Detention and water quality ponds;
    3. Landscaping/buffers;
    4. Fences, or
    5. Structures, and
    6. Reference to an approved Management Plan, if applicable, which may be attached to and become part of the Final Site Analysis Map.

14-1002.03 AMENDMENTS TO APPROVED CLUSTER PLAT AND MAP

The County shall process all minor modifications to an approved Cluster Subdivision Plat or to an approved Final Site Analysis Map according to the "Administrative Amendment" criteria and procedures stated in Section 13-500 of the Zoning Regulations. A modification that does not qualify as an "Administrative Amendment" under Section 13-500 must be processed according to the cluster subdivision approval process stated in this Section 14-1002.

14-1003 RESIDENTIAL CLUSTER DEVELOPMENT AND CONSERVATION AREA REQUIREMENTS

14-1003.01 COMPONENTS OF A CLUSTER SUBDIVISION

A cluster subdivision has two components: (1) the residential cluster and (2) the conservation area. The residential cluster is the portion of the development parcel that is subdivided into lots for single-family residential and accessory uses. The conservation area is the larger portion of the development parcel that is platted as a tract(s) and permanently preserved for agricultural or open space uses.

14-1003.02 SUMMARY OF GENERAL DEVELOPMENT STANDARDS

Table 14-1003-A presents a summary of the general requirements under the rural cluster option. The applicant shall refer to Section 13-1100, "Rural Cluster Option," of the Zoning Regulations for all applicable standards related to permitted density, allowed uses, lot size and dimensions, and building height.

Table 14-1003-A: Summary of General Requirements for the Rural Cluster Option

Agricultural Zoning District	Minimum Land Area	Maximum Gross Density Under Rural Cluster Option	Number of Lots per Cluster	Lot Size	Minimum Conservation Area (% of Total Gross Land Area of Development Parcel)
A-E	70 acres	2.25 dwelling units per 35 acres (125% increase)	Maximum: 20 lots.	Minimum: 2.5 acres Maximum: 10 acres, except for conservancy lots	70%
A-1	70 acres	1.75 dwelling units per 19 acres (75% increase)	Maximum: 20-70 lots.	Minimum: 2.5 acres Maximum: 10 acres, except for conservancy lots	60-70%

14-1003.03 STANDARDS FOR RESIDENTIAL CLUSTERS

14-1003.03.01 MAXIMUM DENSITY & BONUS DENSITY PROVISIONS

The maximum permitted densities, and density bonus provisions, for rural cluster subdivisions in the A-E and A-1 Zone Districts are stated in Section 7-200, "Rural Cluster Option," of the Zoning Regulations.

14-1003.03.02 LOCATION & SIZE OF RESIDENTIAL CLUSTERS

Residential lots within a cluster subdivision shall be located in one or more residential clusters, which shall comply with the following standards.

A. General Site Design Standard. In general, the layout of residential clusters shall promote the rural character of the zone district, avoid the creation of new rural towns or villages, support the viability of existing agricultural activities on or adjacent to the site, and protect significant natural, historic, or cultural resources on or adjacent to the site, as applicable.

B. **Siting Criteria for Residential Cluster(s)**. The applicant shall site the residential cluster(s) according to the following criteria. The cluster(s) shall be sited to:

1. Avoid Sensitive Development Areas, and other significant natural or man-made features, as described in Section 14-1003.02.03, "Delineation of Conservation Areas," below;
2. Preserve the open sky backdrop above any ridgelines, as viewed from Interstate 70 or from adjacent county roads;
3. To the maximum extent feasible, preserve significant views of the rural, open character of the district, as viewed from Interstate 70 or from adjacent county roads;
4. Avoid interference with existing or viable agricultural operations and activities;
5. Provide a minimum separation from existing rural development (1 unit per 35 acres or less density) on adjacent properties by maintaining a minimum 100-foot setback from the adjacent rural property's boundaries; and

6. Provide contiguity of open space and conservation area(s).

C. Siting of Multiple Residential Clusters.

1. Minimum Separation Required.
    a) To avoid the creation of rural towns or villages and to maintain the open, rural character of the zone district, multiple residential clusters shall be non-contiguous except as the County may allow according to this subsection.
    b) If the total land area within the cluster subdivision is more than 320 acres, a residential cluster shall be separated from all other residential clusters by at least 1,320 feet.
    c) If the total land area within the cluster subdivision is 320 acres or less, a residential cluster shall be separated from all other residential clusters by at least 600 feet.
    d) Separation of multiple residential clusters is required regardless whether the clusters are located within the same cluster subdivision or in a different cluster subdivision.
    e) For purposes of this subsection, separation between residential clusters shall be measured as the shortest linear distance between the two closest building envelopes designated for principal residential dwellings located in the different residential clusters, or if building envelopes are not shown on the Final Site Analysis Map, then the shortest distance between the two closest points of the boundary for each cluster.
2. Exception to Minimum Separation Requirement. The Planning Manager may reduce the minimum separation requirement in this subsection (C) if he or she finds that the smaller separation satisfies the general and specific site design standard and criteria in subsections (A) and (B) above, and that either:
    a) The overall site design takes advantage of the site's natural topography to hide multiple residential clusters from each other's view and from the public's view as seen from Interstate 70 or from county roads; or
    b) The smaller separation is necessary to accommodate conservation of Sensitive Development Areas, such as riparian corridors; or
    c) The smaller separation is necessary and desirable to better preserve the contiguity of on-site and off-site conservation areas; or
    d) The smaller separation is necessary and desirable to enable ongoing operations of agricultural activities in the vicinity of the clusters.

In no case shall the separation between clusters be less than 200 feet.

D. **Number of Cluster Lots per Residential Cluster.** Within a cluster subdivision, lots are typically organized into one or more clusters or groupings of lots. For example, the hypothetical cluster subdivision illustrated in Figure 3, above, depicts two separate clusters of lots. The following standards govern how large a single cluster may be, keeping in mind the county's general goals to maintain a rural, open character and avoid the *de facto* creation of new rural towns.

E. **General Rule.** Within a cluster subdivision, the maximum number of lots allowed in a single residential cluster shall be 20 lots, except as specifically allowed in the A-1 Zone District in subsection (2) below.

F. **Allowance for Larger Clusters in the A-1 Zone District.** Where the applicant can evidence all of the following conditions, the County may approve an increase in the size of a single residential cluster in the A-1 Zone District only, as shown in Table 14-1003-B below.

1. The property is located entirely within an A-1 zone district;
2. The property is located within the distance specified in Table 14-1003-B from either the Urban Service Area boundary shown in the Comprehensive Plan, or from a mapped Urban Growth Boundary adopted for the Towns of Bennett, Strasburg, Byers, or Watkins. This distance shall be measured as the shortest horizontal distance (plan view) between any part of the project site's boundary to the closest boundary line of the Urban Services Area or Urban Growth Boundary;
3. The applicant will install a community water or sewer system to serve all or a portion of the cluster subdivision, and the increase in cluster size is necessary to support the economic feasibility of such installation; and
4. The County finds that the cluster subdivision meets the general site design and siting criteria stated in subsections (A) and (B) above.

Table 14-1003-B: Factors for Increasing Residential Cluster Size in the A-1 Zone District

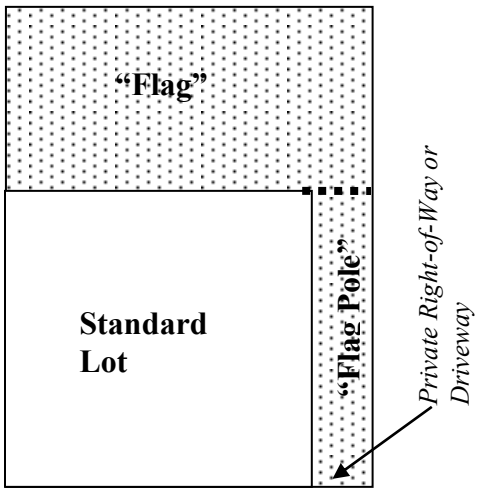
Maximum Distance from Urban Service Area Boundary or Urban Growth Boundary	Maximum Number of Lots per Single Cluster
3 miles	70
5 miles	50
10 miles	30

G. **Cluster Lot Size/Lot Dimensions/Building Height.** The minimum lot area and building height requirements set forth in Sections 4-107 and 4-208 of the Zoning Regulations for the A-E and A-1 districts, respectively, shall not apply to lots within a residential cluster. Please refer to Section 13-1100, "Rural Cluster Option," in the Zoning Regulations for applicable cluster lot sizes, lot dimension, and building height requirements.

14-1003.03.03 FLAG LOTS.

A. Flag lots are permitted within a rural cluster subdivision, subject to the following standards:

1. **Maximum Size.** Flag lots shall be a maximum of 10 acres in size, except that larger conservancy lots in a cluster subdivision may be flag lots. The "flag pole" part of the lot, when less than the minimum required frontage or lot width, is not included in the calculation of minimum lot area.
2. **Minimum Street Frontage/Flagpole Width.** Each flag lot shall have at least 32 feet of street frontage and at least 32 feet of width for the entire length of the "flag pole" portion of the lot.
3. **Limit on Number and Contiguity.** A maximum of one (1) flag lot is allowed in cluster



subdivisions containing 4 or less cluster lots. No more than 20 percent of the cluster lots in a cluster subdivision of 5 or more lots may be flag lots. No more than 2 flag lots sharing a single access may be contiguous.

4. **Prohibition on Future Subdivision.** A flag lot shall not be further subdivided into additional lots. This prohibition on future subdivision shall be included as a note on the recorded Cluster Subdivision Plat.

14-1003.03.04 ALLOWED USES ON RESIDENTIAL CLUSTER LOTS

Please refer to Section 13-1100, "Rural Cluster Option," in the Zoning Regulations for applicable standards addressing principal and accessory uses allowed on residential cluster lots.

14-1003.04 CONSERVATION AREA(S)

14-1003.04.01 MINIMUM PERCENTAGE—CONSERVATION AREA(S)

A. Except as specifically allowed by this Section, the minimum percentage of the cluster development parcel's total gross land area that shall be set aside as conservation area(s) is 70%. All conservation areas shall be contained within tracts and clearly delineated on the Cluster Subdivision Plat. The area, intended use, and final ownership of all conservation area tracts shall be shown on the plat.

B. The county may reduce the amount of conservation area preserved to no less than 60% when the applicant submits an exceptional subdivision design that meets all the design and siting criteria required by this Section 14-1003, and complies with the following criteria:

   1. The Cluster Subdivision Plat delineates individual building envelopes within each cluster lot;
   2. To the maximum extent possible, the lots and building envelopes are arranged within each individual cluster so that open, unfenced, private yards on each lot are adjacent and contiguous to each other; and
   3. The county finds that the exceptional site design and use of private yards as a surrogate for set-aside conservation area furthers the open space and rural preservation goals and intent stated in Section 14-304, and mitigates the reduction in the amount of conservation area.

14-1003.04.02 CREDIT FOR PUBLIC PARK LAND DEDICATION

Lands set aside and permanently preserved as conservation area(s) under this Section 14-1003.04 shall be credited 100% toward the dedication requirement for public parks required in Section 14-111, "Dedication Standards," of these Subdivision Regulations.

14-1003.04.03 DELINEATION OF CONSERVATION AREA(S)

A. The required percentage of conservation area on the site shall consist of, in order of priority:

   1. Sensitive Development Areas, in order of priority:
      a) Riparian areas, as identified on the Arapahoe County Resource Composite Map, which is incorporated by reference herein.
      b) 100-year floodplains, as identified on the Arapahoe County Resource Composite Map, or as mapped by Federal Emergency Management Agency (FEMA), or other public or private entity and accepted by the County, or as identified by the applicant if prepared by a qualified professional and approved by the County. If the 100-year floodplain is not mapped, the applicant shall retain a qualified

professional to delineate the 100-year floodplain on the property prior to formal submittal of the cluster subdivision application.

c) Other water bodies, rivers and streams, and wetlands, as identified on the Arapahoe County Resource Composite Map or through other County mapping, or as identified by the applicant's site analysis and approved by the County. Applicants should contact the U.S. Army Corp of Engineers regarding delineation of regulated wetlands.

d) Prime Farm Land, as identified on the Arapahoe County Resource Composite Map, or mapped by the Natural Resources Conservation Service.

e) Steep slopes and other geologically sensitive areas, as identified on the Arapahoe County Resource Composite Map, or as identified by the applicant's site analysis if prepared by a qualified professional and approved by the County.

f) Other Sensitive Development Areas, as identified on the Arapahoe County Resource Composite.

2. Other environmental areas or features not identified on County maps or other specified maps, but identified by the applicant on the site analysis map or by the County at the site visit, including but not limited to:
   a) Ridgelines, as viewed from adjacent county roads;
   b) Significant views of the rural, open character of the district, as viewed from adjacent county roads;
   c) Historic structures greater than 50-years in age,
   d) Archeological sites, or
   e) Mature trees or stands of mature trees and indigenous significant vegetation.
3. Other lands required to be dedicated to the public under Section 14-111 of these Subdivision Regulations or otherwise dedicated, as applicable, including:
   a) Land for public schools;
   b) Land for public parks or trails; and
   c) Land for other public purposes.

14-1003.04.04 CONSERVATION AREA(S) CONFIGURATION CRITERIA

A. The applicant shall configure the conservation areas in a manner to:
   1. Conform with any adopted County open space and trail plans, as amended;
   2. Provide contiguity with adjacent open space, conservation areas, and agricultural lands;
   3. Protect unique natural, historic, or cultural site features and resources;
   4. Provide minimum buffer widths between any residential dwelling and adjacent agricultural activities, as required by Section 7-203 of this Code;
   5. Provide a minimum buffer of 50 feet along all perimeter public roads; and
   6. Avoid fragmentation of conservation areas within the site.

14-1003.04.05 ALLOWED USES AND ACTIVITIES IN CONSERVATION AREA(S)

Please refer to Chapter 13, "Rural Cluster Option," in the Zoning Regulations for applicable standards addressing principal and accessory uses allowed in the conservation areas.

14-1004 UTILITY AND INFRASTRUCTURE REQUIREMENTS

14-1004.01 WATER

A. Residential cluster lots may be served with either individual wells or by a community or central water supply system.

1. An individual well shall be located on the residential lot that the well serves, and shall comply with the applicable requirements of the Office of the State Engineer. All well requirements shall be verified prior to the issuance of a Certificate of Occupancy by the Building Division.
2. A community or central water supply system may be located within the residential cluster(s) it serves, or may be located within a conservation area tract provided the County finds:
    a) The system cannot reasonably be contained within the residential cluster(s) or other nearby developed areas;
    b) Construction, installation, and maintenance of the system shall comply with all applicable federal and state standards and specifications, including but not limited to regulations promulgated by the Colorado Department of Public Health and Environment and the Office of the State Engineer;
    c) Construction, installation, and maintenance of the system shall comply with all terms and conditions in any applicable Intergovernmental Agreement; and
    d) Construction of the system shall not disturb a Sensitive Development Area, or other significant natural area or feature, unless substantially mitigated by the applicant.

14-1004.02 WASTEWATER

A. Residential cluster lots may be served by on-site wastewater systems or by central (community) sewer systems.
    1. An onsite wastewater system ("OWS") shall be located on the residential lot that the system serves and shall comply with all applicable Tri-County Health Department regulations.
    2. Residential clusters shall establish an OWS management program approved by Tri-County Health Department. For subdivisions containing 50 or more residential cluster lots, the management program shall designate a management entity and address: OWS maintenance, inspection and pumping; program financing; enforcement; homeowner education; and annual reporting to Tri-County Health Department. For subdivisions with less than 50 lots, or if a property owners association does not exist, or if it is not feasible for the property owners association to serve as the management entity, an alternate management arrangement may be proposed.
    3. A central or community sewer system and its components may be located within a residential cluster(s), or may be located within a conservation area tract provided the County finds:
        a) The central sewer system cannot reasonably be contained within the rural cluster(s) or other nearby developed areas;
        b) Construction, installation, and maintenance of the system shall comply with all applicable federal, state (including the Colorado Department of Public Health and Environment), DRCOG, and Tri-County Health Department standards and specifications; and
        c) Construction of the system shall not disturb a Sensitive Development Area or other significant natural area or feature, unless substantially mitigated by the applicant.

14-1004.03 FIRE PROTECTION

Applicants should confer with the appropriate fire district regarding current levels of fire protection service and, based on such information, provide an adequate level of fire protection for residents. The

County strongly encourages applicants to provide a coordinated fire protection approach with the district that may include, but is not limited to, a designated community water supply, tank, or well of sufficient capacity for fire protection demands; an adequate number and spacing of fire hydrants; or the provision of sprinkler systems within individual dwellings.

14-1004.04 ROADS

14-1004.04.01 INTERNAL CLUSTER SUBDIVISION ROADS

A. **Private Internal Roads**: All private internal roads connecting with the county access road and located within the boundaries of the cluster subdivision shall be constructed according to adopted county "rural private roadway" standards, with the approval of the applicable fire district and provided adequate roadside drainage is assured. The applicant shall include all private roads within tracts dedicated to that purpose on the subdivision plat, and include adequate easements for access, utilities, and drainage. Property owners within the cluster subdivision shall own and maintain all private internal roads under common ownership.

B. **Public Internal Roads**: All public (dedicated) roads connecting with the county access road and located within the boundaries of the cluster subdivision shall be constructed to the specifications of the adopted county "rural roadway" standard, which requires a 60-foot right-of-way section. However, the County may approve a 24-foot paved surface width plus two (2) six-foot (6') gravel shoulders within a sixty (60) foot right-of-way section for such public roadways in rural cluster subdivisions with the approval of the applicable fire district and provided adequate roadside drainage is assured.

14-1004.04.02 ACCESS TO COUNTY ROADS

All roads necessary to provide access to the cluster subdivision from a county road, but not located within the boundaries of the subdivision, shall be constructed to the specifications of the county's standards for either rural private roadways or rural (public) roadways described in Section 14-1004.04.01 above. For example, in order to connect internal cluster subdivision roads to a county section line road, the applicant needs to construct a new road through an adjacent property. That new road must be built as either a private or public rural roadway meeting all county roadway standards and specifications.

14-1004.05 PEDESTRIAN AND MAINTENANCE ACCESS

A. The applicant shall provide pedestrian and maintenance access to the conservation area(s) in accordance with the following requirements:
    1. **General Rule**. For each 20 lots in a cluster development, the applicant shall provide at least one centrally located access easement for pedestrian and equestrian use of the conservation area(s), as well as for maintenance access. The access easement shall be a minimum of 30 feet wide.
    2. **Exceptions**. The applicant may restrict pedestrian or equestrian access in any of the following circumstances:
        a) Access may be restricted to agricultural lands for public safety reasons and to prevent interference with agricultural operations.
        b) Access may be restricted to portions of conservation areas that contain Sensitive Development Areas, including but not limited to areas of steep slopes, wetlands, critical wildlife habitat, or other significant natural feature that the County determines could be harmed if unrestricted pedestrian access were allowed.

14-1004.06 STORMWATER MANAGEMENT AND DRAINAGE FACILITIES

A. All stormwater management and drainage facilities and their components, such as detention and water quality ponds, shall be contained within tracts and clearly delineated on the Cluster Subdivision Plat. The applicant shall show the area, intended use, and final ownership of all stormwater management and drainage facilities on the plat. Stormwater management and drainage facilities shall be sited within the residential cluster component of the subdivision to better ensure ongoing and regular maintenance of the facilities. However, the County may approve an alternate location within a conservation area tract provided the County finds:
   1. The facilities cannot reasonably be contained within the rural cluster(s) or other nearby developed areas;
   2. Construction of the facilities shall not disturb a Sensitive Development Area or other significant natural area or feature, unless substantially mitigated by the applicant; and
   3. The Engineering Division Manager or designee recommends approval of the alternative siting in the conservation area, with or without conditions.

14-1005 OWNERSHIP AND MAINTENANCE OF CONSERVATION AREA(S)

14-1005.01 CONSERVATION AREA(S)—LENGTH OF TERM

Future development within the conservation area shall be prohibited in perpetuity.

14-1005.02 OWNERSHIP OPTIONS

The applicant shall propose measures or methods for long-term ownership of the conservation area(s). The following methods may be used, either individually or in combination, for long-term ownership of the conservation area with the approval of the County:

14-1005.02.01 FEE SIMPLE DEDICATION TO ARAPAHOE COUNTY

A. The County may, but shall not be required to, accept any portion of the conservation area as a fee simple dedication, provided:
   1. The County shall have no acquisition costs, unless the County agrees to purchase the property; and
   2. The County agrees to and has access to maintain such land.

14-1005.02.02 FEE SIMPLE DEDICATION TO OTHER GOVERNMENTAL ENTITY

The County may approve dedication of the conservation area to another governmental entity—federal, state, or local—under terms that ensure permanent protection and maintenance of the conservation area.

14-1005.02.03 DEDICATION OF EASEMENTS TO ARAPAHOE COUNTY

A. The County may, but shall not be required to, accept conservation easements on any portion of the conservation area. In such cases, the land remains in the ownership of the property owners association, private conservation organization, or other acceptable entity, while the County holds the easement (which may allow for public access or other public benefit). In addition, the following regulations shall apply:
   1. The County shall have no acquisition costs; and
   2. A satisfactory maintenance agreement shall be reached between the owner and the County.

14-1005.02.04 PROPERTY OWNERS ASSOCIATION

A. Conservation areas may be held in common ownership by a property owners association, subject to all of the provisions for such associations set forth by the State of Colorado. In addition, the applicant shall meet the following regulations:
   1. The applicant shall provide the County for review and approval a description of the organization of the proposed association, including its bylaws, and all documents governing ownership, maintenance, and use restrictions for the conservation area, including a legal description of the land and any restrictions placed upon its future use and enjoyment.
   2. The proposed association shall be established by the owner or applicant and shall be operating (with financial subsidization by the owner or applicant, if necessary) before the approval of any final plat within the cluster development.
   3. Membership in the association shall be automatic (mandatory) for all purchasers of lots therein and their successors in title. The by-laws shall confer legal authority on the association to place a lien on the real property of any member who falls delinquent in his dues. Such dues shall be paid with the accrued interest before the lien may be lifted.
   4. The association shall be responsible for maintenance and insurance of the conservation area(s).
   5. The association shall provide written notice of any proposed transfer of, or the assumption of, maintenance for the conservation area to all association members and to the County no less than 60 days prior to such event.
   6. The association by-laws shall give the County authority (but no obligation or duty) to assume responsibility to enforce these restrictions if the association fails to maintain the conservation area, in which case any escrow funds may be forfeited and any permits may be revoked or suspended.

14-1005.02.05 RETENTION OF INTEREST BY OWNER OR DEVELOPER

A. The owner or developer of the rural cluster development property may retain title to the conservation area, provided:
   1. A deed restriction is placed on the conservation area, which is acceptable to the County, and
   2. As applicable, the applicant submits a Management Plan acceptable to the County pursuant to Section 14-1005.03.02, "Management Plan," below, that ensures perpetual maintenance.

14-1005.02.06 PRIVATE CONSERVATION ORGANIZATION (WITH APPROVAL OF COUNTY)

A. With approval of the County, an owner may transfer either a conservation easement or fee simple title for the conservation area to a private non-profit organization, provided:
   1. The conservation organization is acceptable to the County and is a qualified conservation organization intended to exist indefinitely;
   2. The conveyance contains appropriate provisions for proper reverter or transfer in the event that the organization becomes unwilling or unable to continue carrying out its functions;
   3. The conservation area shall be permanently restricted from future development through a conservation easement, and the County is given the authority (but no obligation or duty) to enforce these restrictions; and

4. A maintenance agreement acceptable to the County is established between the owner and the conservation organization.

B. With the approval of the County, land within a proposed conservation area encumbered by a conservation easement that exists before submittal or approval of a rural cluster subdivision application may satisfy the requirement for permanent conservation stated in Section 14-1005.01 above if the County finds the following conditions are met:

C. The terms of the existing conservation easement are consistent with the purpose of the Rural Cluster Option established in this section;

D. The preserved land has natural, scenic, open space, wildlife habitat, agricultural, recreational or other value that justifies the applicant receiving the Rural Cluster Option benefits;

E. Significant public benefit has derived from the applicant's preservation of the land subject to the existing conservation easement;

F. The amount, location, and design of the preserved land meets the standards and criteria stated in this Section 14-1000; and

G. Preservation of the land qualifies as a conservation contribution under Section 170(h), as amended, of the *Internal Revenue Code*.

H. The previous donation of a conservation easement does not create a right to apply the preserved land toward meeting the preserved land requirements of this Chapter. The County will consider all such cases on an individualized basis to determine if it satisfies the criteria and standards stated above.

4-1005.02.07 NON-COMMON PRIVATE OWNERSHIP—CONSERVANCY LOTS

A. As approved in a Cluster Subdivision Plat, a portion of the required conservation area may be included within one or more large "conservancy lots," provided:

1. The conservancy lot(s) meet the minimum conservancy lot size requirements set forth in Section 13-1104 of the Zoning Regulations.
2. The conservation area within the conservancy lot is permanently restricted from future development and activities through a conservation easement or other deed restriction acceptable to the County, except for uses allowed in Section 13-1104.01 of the Zoning Regulations, "Allowed Uses and Activities in Conservation Areas," and the County is given the express authority (but no obligation or duty) to enforce these restrictions.

14-1005.03 MANAGEMENT OF CONSERVATION AREA(S)

14-1005.03.01 MANAGEMENT COST AND RESPONSIBILITY

Unless otherwise agreed to by the county or unless the land is dedicated to the county, the cost and responsibility of maintaining and managing the conservation area shall be borne by the property owner, property owners association, conservation organization, or other owner entity as identified pursuant to section 14-1005.02, "ownership options," above.

14-1005.03.02 MANAGEMENT PLAN—WHEN REQUIRED

A. A *Plan for Management of the Conservation Area(s)* ("Management Plan"), prepared according to Section 14-1005.03's requirements below, will be required for all cluster subdivisions in which the cumulative acreage of the conservation area(s) totals 160 acres or more, unless the original owner of the total conservation area retains ownership and will continue its use for permitted agricultural purposes.

B. When the original owner of the conservation area retains ownership for continuing agricultural uses, the applicant shall explain in the cluster subdivision application how the owner intends to ensure the perpetual maintenance of the conservation area. The applicant shall reference and include copies of any existing Natural Resources Conservation Service (NRCS) conservation management plans or grazing management plans for the property required for participation in federal agricultural and rangeland programs. The county may condition subdivision approval on the future submittal of a Management Plan upon a change in ownership or use of the conservation area.
C. When the total conservation area is less than 160 acres, the applicant shall submit a weed control plan in compliance with county regulations, and shall indicate on the application what entity will be responsible for the long-term maintenance of the conservation area, but will not be required to submit a detailed Management Plan as required in Section 14-1005.03.03 below.

14-1005.03.03 MANAGEMENT PLAN—CONTENTS AND ISSUES ADDRESSED

A. The applicant shall, at the time of the Cluster Subdivision Plat submission, provide a *Plan for Management of the Conservation Area(s)* ("Management Plan") in accordance with the following requirements.
    1. The Management Plan shall define ownership of the conservation area(s), and the organization(s) that will monitor and maintain the area(s).
    2. The Management Plan shall include a baseline report identifying the condition of the conservation area at the time the cluster subdivision application is submitted.
    3. The Management Plan shall state its purpose and objectives for management of the conservation area, including but not limited to the following, as applicable: wildlife management; cultural resource management; agricultural operations and management; and environmental protection and restoration.
    4. The Management Plan shall establish necessary regular and periodic operation and maintenance responsibilities and include an operations and maintenance program that estimates staffing needs, insurance requirements, and costs, and defines the means for funding maintenance on an on-going basis. Such program plan shall include the means for funding long-term capital improvements as well as regular yearly operating and maintenance costs;
    5. To ensure execution of the Management Plan, the County may require the applicant to escrow sufficient funds for the maintenance and operation costs of conservation area for up to one year.
    6. Any changes to the Management Plan shall be approved by the County.
    7. In the event that the organization established to maintain the conservation area, or any successor organization thereto, fails to maintain all or any portion thereof in reasonable order and condition, the County may assume responsibility for maintenance (but shall have no obligation or duty to do so), in which case any escrow funds may be forfeited and any permits may be revoked or suspended.
    8. The Management Plan shall allow the County to enter the premises and take corrective action including extended maintenance. The costs of such corrective action may be charged to the property owner, property owners association, conservation organization, or individual property owners who make up a property owners association, and may include administrative costs and penalties. Such cost

shall become a lien on said properties. Notice of such lien shall be filed by the County.

14-1006 RECOGNIZING PROTECTION BY COLORADO "RIGHT TO FARM" ACT

Final Cluster Subdivision Plats and deeds authorized and recorded pursuant to this Section 15-100 shall include a statement that agriculture uses operating on the conservation area tracts enjoy the protection of the Colorado "Right to Farm" Act (C.R.S. Section 35-3.5-101, *et seq*.).

CHAPTER 16 STANDARD NOTES

Section 16-100 STANDARD NOTES, SPECIFIC NOTES, DEDICATIONS AND CERTIFICATIONS

16-101 INTENT

The following notes, dedication and certifications are used for documents described within the body of these regulations. ~~The PWD staff will determine what is appropriate on a case-by-case basis~~. Each application requires certain notes from the following list. Each section defines when the specific note is required. The text of each ~~item~~ note shall be duplicated as written, unless PWD staff authorizes alterations during the project review process. The County Attorney must approve any modifications to the text of any notes. Any notes on a plan or plat not included in this section shall be removed unless approved by the County Attorney. Each application requires notes as provided in the following Sections of this Chapter of the Land Development Code.

16-102 STANDARD NOTES

The following language should be included when applicable:

16-102.01 STANDARD NOTES

(Use with: all plans requiring standard notes)

THE OWNER(S), DEVELOPER(S) AND/OR SUBDIVIDERS(S) OF THE (*Type Of Plan*) KNOWN AS (*Project/Subdivision Name*), THEIR RESPECTIVE SUCCESSORS, HEIRS AND/OR ASSIGNS AGREE TO THE FOLLOWING NOTES:

16-102.02 STREET MAINTENANCE

~~***(All Plans or Plats)***~~

(Use with: all plans and plats)

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

16-102.03 DRAINAGE MAINTENANCE

~~***(All Plans or Plats)***~~

(Use with: all plans or plats)

THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL DRAINAGE FACILITIES INSTALLED PURSUANT TO THE SUBDIVISION AGREEMENT.

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

16-102-04 EMERGENCY ACCESS NOTE

~~*(All Plans or Plats)*~~

(Use with: all plans or plats)

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

16-102.05 DRIVES, PARKING AREAS, AND UTILITY EASEMENTS MAINTENANCE

~~*(All Plans or Plats except PDP and PP)*~~

(Use with: all plans or plats except Preliminary Development Plans, Rezoning, Preliminary Plats)

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

16-102.06 PRIVATE STREET MAINTENANCE

~~*(All Plans or Plats except PDP and PP)*~~

(Use with: all plans or plats except Preliminary Development Plans, Rezoning, Preliminary Plats)

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

16-102.07 DRAINAGE LIABILITY

~~*(All Plans or Plats except PDP and PP)*~~

(Use with: all plans or plats except Preliminary Development Plans, Rezoning, Preliminary Plats – when a drainage study has been produced as part of the review)

IT IS THE POLICY OF ARAPAHOE COUNTY THAT IT DOES NOT AND WILL NOT ASSUME LIABILITY FOR THE DRAINAGE FACILITIES DESIGNED AND/OR CERTIFIED BY (*Developer's Engineer*). ARAPAHOE COUNTY REVIEWS DRAINAGE PLANS PURSUANT TO COLORADO REVISED STATUTES TITLE 30, ARTICLE 28, BUT CANNOT, ON BEHALF OF (*Owner*) GUARANTEE THAT FINAL DRAINAGE DESIGN REVIEW WILL ABSOLVE (*Owner*)

AND/OR THEIR SUCCESSORS AND/OR ASSIGNS OF FUTURE LIABILITY FOR IMPROPER DESIGN. IT IS THE POLICY OF ARAPAHOE COUNTY THAT APPROVAL OF THE FINAL PLAT AND/OR FINAL DEVELOPMENT PLAN DOES NOT IMPLY APPROVAL OF (*Engineer and/or Firm's Name*) DRAINAGE DESIGN.

16-102.08 LANDSCAPE MAINTENANCE

~~*(All Plans & Plats)*~~

(Use with: all plans or plats)

THE OWNERS OF THIS PLAN OR PLAT, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNER'S ASSOCIATION OR OTHER ENTITY OTHER THAN ARAPAHOE COUNTY IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING, LANDSCAPED AREAS AND SIDEWALKS BETWEEN THE FENCE LINE/PROPERTY LINE AND ANY PAVED ROADWAYS.

THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, OR SOME OTHER ENTITY OTHER THAN ARAPAHOE COUNTY, AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.

16-102.09 SIGHT TRIANGLE MAINTENANCE

~~*(All Plans & Plats)*~~

(Use with: all plans or plats)

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

16-102.10 PUBLIC IMPROVEMENTS NOTE

~~*(FP/FDP/R/U/L&E/MDP/SDP/ASP, MS)*~~

Use with: Final Plat, Final Development Plan, Replat, Use By Special Review, Locations & Extent, Master Development Plan, Subdivision Development Plan, Administrative Site Plan, Minor Subdivision)

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

16-102.11 MAINTENANCE EASEMENT

~~*(All Plans & Plats With 0' Setbacks)*~~

(Use with: plan and plats with 0' setback)

A MAINTENANCE EASEMENT IS REQUIRED FOR DEVELOPMENTS WITH ZERO SIDE SETBACKS IF ONE STRUCTURE IS BUILT ON THE LOT LINE. IN ORDER TO MAINTAIN

STRUCTURE WITH THE ZERO SIDE SETBACK, A MAINTENANCE EASEMENT MAY BE REQUIRED ON THE ADJACENT LOT TO ENABLE MAINTENANCE TO BE PERFORMED ON SAID STRUCTURE FROM THE ADJOINING PROPERTY. EACH LOT OWNER AGREES TO ALLOW ADJACENT LOT OWNERS ACCESS ACROSS THEIR LOT, WITHIN FIVE FEET OF THE COMMON LOT LINE, AS MAY BE NEEDED TO MAINTAIN AND REPAIR THE ADJACENT OWNER'S PRINCIPAL STRUCTURE. EACH ADJACENT OWNER AGREES TO REPAIR ANY DAMAGE WHICH MAY BE CAUSED TO THE LOT OWNER'S PROPERTY FROM THE ADJACENT OWNERS USE OF THIS MAINTENANCE EASEMENT, AND TO TAKE ALL NECESSARY STEPS TO AVOID CAUSING SUCH DAMAGE.

16-102-12 DRAINAGE MASTER PLAN NOTE

~~*(All plans & plats)*~~

(Use with: all plans and plats)

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

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

2. DESIGN AND CONSTRUCT THE CONNECTION OF THE SUBDIVISION DRAINAGE SYSTEM TO A DRAINAGEWAY OF ESTABLISHED CONVEYANCE CAPACITY SUCH AS A MASTER PLANNED OUTFALL STORM SEWER OR MASTER PLANNED MAJOR DRAINAGEWAY. THE COUNTY WILL REQUIRE THAT THE CONNECTION OF THE MINOR AND MAJOR SYSTEMS PROVIDE CAPACITY TO CONVEY ONLY THOSE FLOWS (INCLUDING OFFSITE FLOWS) LEAVING THE SPECIFIC DEVELOPMENT SITE. TO MINIMIZE OVERALL CAPITAL COSTS, THE COUNTY ENCOURAGES ADJACENT DEVELOPMENTS TO JOIN IN DESIGNING AND CONSTRUCTING CONNECTION SYSTEMS. ALSO, THE COUNTY MAY CHOOSE TO PARTICIPATE WITH A DEVELOPER IN THE DESIGN AND CONSTRUCTION OF THE CONNECTION SYSTEM.

3. EQUITABLE PARTICIPATION IN THE DESIGN AND CONSTRUCTION OF THE MAJOR DRAINAGEWAY SYSTEM THAT SERVES THE DEVELOPMENT AS DEFINED BY ADOPTED MASTER DRAINAGEWAY PLANS (SECTION 3.4 OF THE ARAPAHOE COUNTY STORMWATER MANAGEMENT MANUAL) OR AS REQUIRED BY THE COUNTY AND DESIGNATED IN THE PHASE III DRAINAGE REPORT.

16-103 SPECIFIC NOTES

The following notes should not mention the owner, developer or subdivider.

SPECIFIC NOTES

16-103.01 REGIONAL TRANSPORTATION IMPROVEMENT FEE (RTIF) AREA

~~*(All Plans & Plats located within the RTIF Area)*~~

(Use with: all plans and plats located within the Regional Transportation Improvement Fee Area)

THIS (SUBDIVISION/DEVELOPMENT) IS LOCATED WITHIN AN AREA THAT HAS BEEN IDENTIFIED AS DEFICIENT IN REGIONAL INFRASTRUCTURE IMPROVEMENTS, PRIMARILY REGIONAL TRANSPORTATION INFRASTRUCTURE. THE BOARD OF COUNTY

COMMISSIONERS HAS ADOPTED RESOLUTION 375-95A, WHICH REQUIRES FEES, PURSUANT TO THE FEE SCHEDULE ADOPTED BY THIS RESOLUTION, TO BE CHARGED BY THE BUILDING DIVISION, AND COLLECTED UPON THE ISSUANCE OF ALL BUILDING PERMITS FOR NEW CONSTRUCTION WITHIN THE REGION BOUNDARIES. THE FEES, THE REGION BOUNDARIES, THE REGIONAL TRANSPORTATION INFRASTRUCTURE PROPOSED TO BE FUNDED BY THE FEES, AND OTHER PERTINENT PORTIONS OF THE FEE SCHEDULE MAY BE FURTHER STUDIED AND AMENDED FROM TIME TO TIME, AS NEEDED TO ENSURE A FAIR BALANCED SYSTEM.

16-102.03 AIRPORT INFLUENCE AREA NOTE
(OFF-SITE IMPROVEMENTS)
~~*(All Plans & Plats located within an Airport Influence Area)*~~
(Use with: all plans and plats located within an Airport Influence Area)

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

1) TO INCLUDE SAID DEVELOPMENT WITHIN A SPECIAL DISTRICT FOR THE PURPOSE OF PARTICIPATION IN THE CONSTRUCTION OF NECESSARY OFF-SITE IMPROVEMENTS AT THE TIME OF APPROVAL OF FINAL DEVELOPMENT PLANS.

2) TO COOPERATE WITH OTHER OWNERS OF OTHER PARCELS AND/OR OTHER SPECIAL DISTRICTS IN OFF-SITE ROADWAY IMPROVEMENTS AS NECESSITATED BY THE DEVELOPMENT IMPACTS AS MAY BE DETERMINED BY THE BOARD OF COUNTY COMMISSIONERS.

3) TO COMPLETE SUCH OTHER IMPROVEMENTS TO PUBLIC ROADWAYS BROUGHT ABOUT OR IMPACTED BY THIS DEVELOPMENT AS MAY BE DETERMINED BY THE BOARD OF COUNTY COMMISSIONERS.

4) TO PARTICIPATE AND COOPERATE IN ANY TRANSPORTATION MANAGEMENT PROGRAM AS SPECIFIED IN THE AIRPORT INFLUENCE AREA TRANSPORTATION STUDY, IF SUCH A PROGRAM IS APPROVED AND/OR ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS.

16-103.04 AIRPORT INFLUENCE AREA NOTE
(EASEMENT/HAZARD EASEMENT)
~~*All Plans & Plats Located Within an Airport Influence Area)*~~
(Use with: all plans and plats within an Airport Influence Area)

AN AVIGATION AND HAZARD EASEMENT AFFECTING ALL PROPERTY CONTAINED WITHIN THIS __(*Type Of Plan*)__ HAS BEEN LEGALLY EXECUTED. SAID EASEMENT DOCUMENT CAN BE FOUND IN BOOK _____, PAGE _____, OF THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER.

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

ALL LANDS CONTAINED WITHIN THIS *(Type Of Plan)* SHALL COMPLY WITH F.A.R. PART 77, "HEIGHT AND OBSTRUCTIONS CRITERIA".

16-103.04 FOUR SQUARE MILE AREA NOTE

~~*(All Plans & Plats Located Within The Four Square Mile Area)*~~
(Use with: all plans and plats within Four Square Mile Area)

A) TO INCLUDE SAID DEVELOPMENT WITHIN A SPECIAL DISTRICT FOR THE PURPOSE OF PARTICIPATING IN THE CONSTRUCTION OF NECESSARY OFF-SITE IMPROVEMENTS AT THE TIME OF APPROVAL OF FINAL DEVELOPMENT PLANS.

B) TO COOPERATE WITH OTHER OWNERS OF OTHER PARCELS AND/OR SPECIAL DISTRICTS IN OFF-SITE ROADWAY AND OPEN SPACE IMPROVEMENTS AS NECESSITATED BY DEVELOPMENT IMPACTS AS MAY BE DETERMINED BY THE BOARD OF COUNTY COMMISSIONERS.

C) TO INCLUDE SAID DEVELOPMENT IN A MASTER DRAINAGE IMPROVEMENT DISTRICT IF SUCH A DISTRICT IS FORMED.

16-103.05 PRIVATE OPEN SPACE

~~*(Plans & Plats Except PDP And L&E)*~~
(Use with: plans and plats except Preliminary Development Plan, Rezoning, Location & Extent)

A. THE PRIVATE PARK SITE AS SHOWN ON THIS PLAT OR PLAN SHALL BE MAINTAINED IN PERPETUITY BY THE OWNER(S), HOMEOWNER'S ASSOCIATION, AND/OR ENTITY OTHER THAN ARAPAHOE COUNTY.

B. BUILDING PERMITS WILL BE ISSUED FOR ONLY ONE-HALF OF THE LOTS IN THIS SUBDIVISION UNTIL THE PARK FACILITIES HAVE BEEN INSTALLED IN ACCORDANCE WITH THE APPROVED PLAN.

C. WHEN A PROJECT CONSISTS OF ONE LOT, THE PRIVATE PARK SHALL BE INSTALLED PRIOR TO THE CERTIFICATE OF OCCUPANCY.

16-103.06 STREET LIGHTING

~~*(All Plans or Plats except PDP and PP)*~~
(Use with: plans and plats except Preliminary Development Plan, Rezoning, Location & Extent)

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

AND CHANGES ON FILE WITH THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO.

16-103.07 DRAINAGE

~~*(All FP, R, MS)*~~

(Use with: plans and plats except Preliminary Development Plan, Rezoning, Location & Extent)

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

16-103.08 PUBLIC USE EASEMENT

~~*(All FP, R, MS)*~~

(Use with: all Final Plat, Replat, Minor Subdivision, Final Development Plan, Administrative Development Plan, Use by Special Review, Location & Extent)

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

16-103.09 STORMWATER MAINTENANCE

~~*(All Plans or Plats with Permanent BMP's and/or Stormwater Facilities)*~~

(Use with: all plans or plats with permanent StormWater Best Management Practice Installations and/or Stormwater Facilities

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

THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, OR SOME ENTITY OTHER THAN ARAPAHOE COUNTY, AGREE TO THE RESPONSIBILITY OF

MAINTAINING ALL PERMANENT BMP'S AND/OR STORMWATER FACILITIES ASSOCIATED WITH THIS DEVELOPMENT. IF THE PERMANENT BMP'S AND STORMWATER FACILITIES ARE NOT PROPERLY MAINTAINED, THE COUNTY MAY PROVIDE NECESSARY MAINTENANCE AND ASSESS THE MAINTENANCE COST TO THE OWNER OF THE PROPERTY.

16-104 STANDARD CERTIFICATES

When appropriate, the following certificates shall be used. Certificates should always be on the cover sheet of the document.

16-104.01 BOARD OF COUNTY COMMISSIONERS APPROVAL

~~*(All Documents Approved by the Board)*~~

(Use with: all documents approved by the Board)

APPROVED BY THE ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS, THIS_____ DAY OF _**(leave 2" blank for month)**_____ A.D., 20_____.

CHAIR: _____

ATTEST: _____

16-104.02 PLANNING COMMISSION RECOMMENDATION

~~*(All Documents Requiring a Recommendation by the Planning Commission)*~~

(Use with: all documents requiring a recommendation by the Planning Commission)

NOT RECOMMENDED/RECOMMENDED BY THE ARAPAHOE COUNTY PLANNING COMMISSION, THIS _____ DAY OF _**(leave 2" blank for month)**_____ A.D, 20___.

CHAIR: _____

16-104.03 PLANNING COMMISSION APPROVAL

~~*(Required on L and E)*~~

(Use with: Location & Extent)

APPROVED BY THE ARAPAHOE COUNTY PLANNING COMMISSION ON THIS _____ DAY OF _**(leave 2" blank for month)**_____ A.D., 20____.

CHAIR: _____

16-104.04 PLANNING DIVISION MANAGER APPROVAL(Administrative Amendment)
***(Use with:** Administrative Amendments approved by the Planning Division Manager)*

ADMINISTRATIVE AMENDMENT FOR THE (**add** type of Proposal) PLAN AMENDING (specific element, e.g. lot line, height requirement), AS DEPICTED HEREON PURSUANT TO SECTION (**add** specific section of the document) APPROVED THIS _____DAY OF __**(leave 2" blank for month)**____ BY THE PLANNING DIVISION MANAGER, OR DESIGNEE. THIS AMENDMENT NO. _____AFFECTS ONLY (specific elements) AS DESCRIBED IN FILE NO. _____.

_____
PLANNING DIVISION MANAGER OR DESIGNEE

16-104.05 PLANNING DIVISION MANAGER APPROVAL(Administrative Site Plan)
(Use with: Administrative Site Plan approved by the Planning Division Manager)

ADMINISTRATIVE SITE PLAN IS APPROVED THIS _____DAY OF __(leave 2" blank for month)____BY THE PLANNING DIVISION MANAGER, OR DESIGNEE.

_____
PLANNING DIVISION MANAGER OR DESIGNEE

16-104.06 PLANNING DIVISION MANAGER APPROVAL
Technical Amendment Note and Certification
(Use with: Technical Amendment approved by the Planning Division Manager)

TECHNICAL AMENDMENT IS APPROVED THIS _____DAY OF __(leave 2" blank for month)____BY THE PLANNING DIVISION MANAGER, OR DESIGNEE.

_____
PLANNING DIVISION MANAGER OR DESIGNEE

16-104.08 SURVEYING CERTIFICATE

~~*(FP/R/MS)*~~

(Use with: Final Plat, Replat, Minor Subdivision)

I, __*(insert typed or printed name)*_____, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.

_____

LICENSED LAND SURVEYOR

16-104.08 SURVEYOR NOTE (Optional)

~~*(FP/R/MS)*~~

(Use with: Final Plat, Replat, Minor Subdivision)

THE DIMENSIONS, LOCATIONS AND OTHER INFORMATION REGARDING RECORDED RIGHTS-OF-WAY AND EASEMENTS WERE DERIVED FROM COPIES OF THE ACTUAL RECORDED DOCUMENTS. THE UNDERSIGNED SURVEYOR DID NOT PERSONALLY SEARCH THE PUBLIC RECORDS TO DETERMINE THE RECORDED RIGHTS-OF-WAY AND EASEMENTS AFFECTING THE PROPERTY, BUT INSTEAD RESEARCH WAS OBTAINED FROM_____TITLE INSURANCE COMPANY. THE RESEARCH IS BELIEVED BY THE UNDERSIGNED TO BE RELIABLE, COMPLETE AND CORRECT, AND IS NOT CONTRADICTED BY ANY OTHER INFORMATION KNOWN TO THE SURVEYOR. THIS DISCLOSURE IS PROVIDED TO COMPLY WITH 38-51-106, C.R.S. AND FOR NO OTHER PURPOSE.

16-104.09 ATTORNEY CERTIFICATE

~~*(FP/R/MS)*~~

Use with: Final Plat, Replat, Minor Subdivision)

(This certificate is only required if surveyor's optional note is used)

I, ____*(insert typed or printed name)*_____, AN ATTORNEY AT LAW DULY LICENSED TO PRACTICE IN THE STATE OF COLORADO, REGISTRATION NO._____, STATE THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY DESCRIBED IN THIS PLAT AND STATE FURTHER THAT, IN MY OPINION, TITLE TO ALL LANDS DESCRIBED IN THIS PLAT IS MERCHANTABLE IN THE OWNER AND IS FREE AND CLEAR OF ALL EASEMENTS, RIGHTS-OF-WAY, COVENANTS, LIENS AND ENCUMBRANCES EXCEPT (A) THOSE EASEMENTS AND RIGHTS-OF-WAY DEPICTED ON THE PLAT AND (B) THOSE HELD BY OTHER SIGNATORIES TO THIS PLAT. I FURTHER STATE THAT, IN MY OPINION, THE PERSON SIGNING AS OWNER IS AUTHORIZED TO DO SO.

16-104.10 RECORDER'S CERTIFICATE
~~*(FP/R/MS/SE)*~~
(Use with: Final Plat, Replat, Minor Subdivision)

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

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

COUNTY CLERK AND RECORDER

_____

BY _____
DEPUTY

AMENDMENT HISTORY

THIS (__*Amendment Number And Type*__) TO THE (__*Type Of Plan*__) FOR (__*Project Name*__)

SETS FORTHTHE FOLLOWING CHANGES AS DESCRIBED: (*Fill In Here*)

THE PREVIOUSLY APPROVED AMENDMENTS RELATED TO THE (___*Type Of Plan*___) FOR (__*Project Name*__) ARE AS FOLLOWS: (*Text*)

16-105 SPECIFIC CERTIFICATES

There are three types of certificates of ownership: Certification of Dedication and Ownership, Certificate of Ownership, and Certificate of Ownership (for PP). All documents to be recorded must be notarized.

16-105.01 CERTIFICATE OF DEDICATION AND OWNERSHIP
~~*(All FP, R, MS)*~~
(Use with: Final Plat, Replat, Minor Subdivision

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

KNOW ALL MEN BY THESE PRESENTS, THAT ____**(insert owner's name)**_____BEING THE OWNER(S), MORTGAGEE, OR LIEN HOLDERS OF CERTAIN LANDS IN ARAPAHOE COUNTY, COLORADO, DESCRIBED AS FOLLOWS: BEGINNING .... ETC. CONTAINING

ACRES MORE OR LESS: HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO____**(Lots, Blocks, Streets)**_____ AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF __**(insert name of plat)**_____AND DO HEREBY DEDICATE AND CONVEY TO ARAPAHOE COUNTY, COLORADO, AND WARRANTS TITLE TO SAME, FOR THE USE OF THE PUBLIC, THE STREETS AND OTHER PUBLIC WAYS AND LANDS SHOWN HEREON, AND DO HEREBY DEDICATE TO ARAPAHOE COUNTY, COLORADO, AND APPROPRIATE UTILITY COMPANIES AND EMERGENCY ASSISTANCE ENTITIES, THE EASEMENTS AS SHOWN HEREON FOR THE PURPOSES STATED.

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

~~**OWNER OF RECORD**~~

_____

(Owner of record or authorized agent signature)

Or

_____***(insert owner name)***_____

BY _____ ***ITS*** _____

ACKNOWLEDGEMENT

STATE OF _____}

S.S.

COUNTY OF _____

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF_____ A.D., 20_____

BY_____AS_____

(NAME) (TITLE)

OF_____AN AUTHORIZED SIGNATORY.
(ENTITY)

BY _____
NOTARY PUBLIC

WITNESS MY HAND AND SEAL

_____MY COMMISSION EXPIRES_____

~~ADDRESS~~

_____

~~CITY STATE ZIP CODE~~

16-105.02 CERTIFICATE OF OWNERSHIP

~~*(PDP, FDP, SDP, MDP, USR, ASP, L and E)*~~

(Use with Preliminary Development Plan, Final Development Plan, Master Development Plan, Administrative Oil & Gas, Use by Special Review, Adminiostrative Site Plan, Location and Extent, Rezoning)

I_____*(insert typed or printed owner or agent's name)*_____ HEREBY AFFIRM THAT I AM THE OWNER OR AUTHORIZED AGENT OF ALL INDIVIDUALS HAVING OWNERSHIP INTEREST IN THE PROPERTY DESCRIBED HEREIN, KNOWN AS (PROJECT NAME AND CASE NUMBER).

OWNER OF RECORD OR AUTHORIZED AGENT

STATE OF_____}
S.S.
COUNTY OF _____}

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____DAY

OF_____, 20___ BY (*Name*)

AS (*Title*) OF _____AN AUTHORIZED SIGNATORY.

BY_____ WITNESS MY HAND AND SEAL
NOTARY PUBLIC

_____**MY COMMISSION EXPIRES** _____
~~ADDRESS~~

_____

~~CITY STATE ZIP CODE~~

16-105.03 CERTIFICATE OF OWNERSHIP

~~*(All PP)*~~

(Use with: Preliminary Plat

_____*(insert owner or agent's signature)*_____
OWNER OF RECORD OR AUTHORIZED AGENT

CHAPTER 17 NOTICE AND NOTIFICATION

SECTION 17-100 PUBLIC NOTICE REQUIREMENTS – SIGN AND MAIL NOTIFICATION

The following Chapter outlines and describes the requirements for public noticing of development proposals. Read each section carefully to follow these requirements. At the time an item is scheduled for public hearing the Planning Division office will mail to you these requirements with specific information regarding individual proposals. Please contact the Planning Division office with any questions. These requirements are the responsibility of the applicant or the applicant's representative. Errors in posting will postpone a public hearing, so accuracy is crucial.

17-101 SIGN POSTING

A. Posting of property for public hearings shall be the responsibility of the applicant.
B. Sign posting is required on the following applications: **Administrative Oil and Gas,** Location and Extent, Use by Special Review, **Conventional Zoning,** Preliminary Development Plans (and Amendments), Final Development Plans (and Amendments), Master Development Plans and Roadway Vacations.

17-101.01 SIGN REQUIREMENTS

A. Staff will inform you of the location and number of signs required for each proposal.
B. All signs must be posted ***at least ~~14~~ fifteen (15) calendar days prior to the scheduled public hearing***.
C. The applicant must take a legible photograph of the sign and submit it immediately upon posting the property to the Planning Case Manager.
D. He must also present the "Certificate of Posting" form, with photo, to the Case Manager no later than noon (12:00) on the Monday prior to the hearing. FAILURE TO PRESENT "CERTIFICATE OF POSTING" FORM WILL RESULT IN RESCHEDULING.

17-101.02 SIGN SPECIFICATIONS

A. A sign not less than 3 feet x 4 feet erected on posts **with** no **portion of the sign** lower than 4 feet above natural grade and legible from the nearest dedicated public right-of-way.
B. Title of sign (Notice of ... etc.) and Case No. must be in 4-inch letters in red. (Balance of sign must be 2-inch black letters on white background.) Please advise your printer that the signs must read exactly as shown on the instruction sheet; otherwise, the Planning Division cannot accept the signs as proper posting.
C. Said sign shall be removed within two (2) weeks of the conclusion of all public hearings.
D. The sign shall be posted on the property upon which the proposal is requested for a period of ***at least ~~14~~ fifteen (15) calendar days*** prior to hearing. Such sign shall read as follows:

NOTICE OF PUBLIC HEARING FOR (Project Type)

(CASE NUMBER)

Notice is hereby given that the property upon which this sign **(or adjacent property, if property is not adjacent to Right of Way)** is posted shall be considered for a **(type of case)** to the **(project name)** pursuant to the Arapahoe County Zoning Regulations. Further information concerning this proposal may be obtained by calling the PWD Office at (720) 874-6650.

The hearing is to be held before the Planning Commission on the ____day of **(Month), (Year),** in the Arapahoe County Lima Plaza, Arapahoe Board Room, 6954 South Lima Street, Centennial, Colorado, at **6:30 p.m.**, or as soon thereafter as possible.

- OR -

A hearing is to be held before the Board of County Commissioners on the ____ day of **(Month), (Year),** in the County Administration Building, 5334 South Prince Street, Littleton, Colorado, at **9:30 a.m.** or as soon thereafter as possible.

17-102 MAIL NOTIFICATION

17-102.01 INSTRUCTIONS FOR MAIL NOTIFICATION PROVISIONS

A. Pursuant to Resolution #787-95A (effective June 19, 1995), the Board of County Commissioners adopted revisions to the County Zoning Regulations which include a "mail notification" requirement for all land development procedures requiring public hearings.
B. Mail Notification for public hearings shall be the responsibility of the applicant.
C. Mail Notification is required on the following applications: Location and Extent, Use by Special Review, **Conventional Zoning,** Preliminary Development Plans (and Amendments), Final Development Plans (and Amendments), Master Development Plans and Roadway Vacations.

17-102.02 REQUIREMENTS

A. Applicants are to mail, First Class, a Notice of Public Hearing to the Owner(s) of Record, at the time of application, of property located adjacent to the subject property.
B. Adjacent is to include those properties separated from the subject property by public right-of-way.
C. The Planning Division may expand or contract the notification boundary as appropriate to ensure adequate notice.
D. The Notice shall be ***mailed no later than fourteen (14) days prior to the Public Hearing***.

17-102.03 INSTRUCTIONS FOR PREPARING THE MAIL NOTIFICATION ARE AS FOLLOWS:

17-102.03.01 List of Property Owners

Concurrent with the formal submittal of an application, obtain and submit a list of surrounding property owners to the Planning office. (Property information may be obtained from the Arapahoe County Assessor's Office). This list is to include in its title a reference to the name of

the proposal and type of application being requested. Two sets of information are to be included in the list:

A. First, the full name and mailing address for each surrounding property owner.
B. Second, the Assessor's Schedule Number for each property owner's parcel of ground.

17-102.03.02 County Assessor's Map

Acquire a copy of the County Assessor's Map(s) which depicts the subject property (copies can be purchased in the Mapping Division). Graphically highlight all parcels of ground for which the owners of record are to receive mail notification. Include a copy of this map, no larger than 11" x 17" in size, when you submit the mailing list. (Note: A copy of the map will help the Assessor's Office assist you in compiling a mailing list).

17-102.03.03

A. After your application has been accepted, staff will review the mailing list and area of notification for adequacy. You will promptly be notified if any changes are required. After your case has been scheduled for a public hearing, staff will mail you the format for the letter notifying surrounding property owners.
B. Submit a signed copy of the mailed letter to our Department no later than noon (12:00) on Monday prior to the hearing.

SAMPLE LETTER

Notice of Public Hearing

[INSERT DATE]

[INSERT ADDRESSEE]

RE: Case:

Location:

Please be advised that (applicant) on behalf of (owner), has made application to Arapahoe County for a **(project type)** on the above referenced property.

(Planning Staff will detail the requirements of each individual proposal.)

[DESCRIBE THE PROPOSAL] *(Include a detailed description of the site and the use(s) proposed. 1) Use plain English.* ***DO NOT*** *use unexplained abbreviations (i.e., FAR, GSF, etc.). The goal is to explain your development in plain and simple terms. 2) Include all "negative" aspects of the development. Failure to accurately describe the impact of your development on neighboring owners will risk a determination by the Board of County Commissioners that the notice was inadequate, which will delay action on your case.)*

A public hearing will be conducted on the referenced application at:

Time:

Date:

Location: Arapahoe County Lima Plaza, Arapahoe Board Room
6954 South Lima Street, Centennial, CO 80112

As a neighboring landowner and member of the public you are encouraged to attend this public hearing. For particularity as to the content of this application, contact _____**,** at (Firm Name) at (Phone Number) or (Planner)**,** Planning Division, PWD Department, Arapahoe County Government, at (720) 874-6650.

Sincerely,

[INSERT NAME]

(*Include Representative Capacity*)

C. Attach to the letter, the following notarized certification:
Notarized Certification:

I hereby certify under oath that the attached letter was mailed to all property owners, on _____, (Year), as described in the mailing list included with this application and on file with the Planning Division.

_____

Signature

_____

Date

State of Colorado)

) ss.

County of _____)

Subscribed and sworn before me this _____day of _____20___by_____.

CHAPTER 19 DEFINITIONS

19-100 RULES OF CONSTRUCTION

A. The particular controls the general.
B. The word "building" shall mean the word "structure."
C. The word "used" shall include "arranged," "designed," "constructed," "altered," "converted," "rented," "leased," or "intended to be used."
D. Additional definitions are found in this document within subsections of the Zoning Resolution.

19-200 DEFINITIONS

ABUTTING. Having a common property line or district line with an adjacent property.

ACCESS DRIVE. A street or right-of-way providing ingress and egress to properties adjacent to a regional thoroughfare, arterial street, or major collector street.

ACCESSIBLE. When used in connection with accommodation for disabled persons refers to a site, facility, work environment, service, or program that is easy to approach, enter, operate, participate in, and/or safely and with dignity by a person with physical disability.

ACCESSORY DWELLING UNIT (ADU). A secondary dwelling unit that is within or adjacent to the primary single-family dwelling unit on a lot/ parcel and includes a kitchen, bathroom and sleeping facilities and has a separate entry to the secondary dwelling unit. Colorado Statutory parcels of 35-acres are also under this definition.

ACCESSORY USE OR STRUCTURE. A use or structure (exceeding 120 sq. ft.) subordinate to the principal structure or use which serves a purpose customarily incidental to the principal use.

ACCESSORY BUILDINGS. Accessory uses and structures are not permitted unless and until the principal permitted use has been established on the property.

A. Accessory buildings greater than 120 sq. ft. in size and/or 10' in height shall observe all yard and height requirements.
B. Structures constructed for accessory uses shall not be used for dwelling purposes.
C. Except for agricultural usage only, accessory structures shall not exceed 10% of the lot area or a maximum of 1,000 square feet, and a maximum building height of 15 feet.

ACCIDENT POTENTIAL ZONE (APZ) I. An area beginning at the outer edge of the Buckley Air National Guard Base Clear Zone, 3,000 feet wide by 5,000 feet long, in which the potential for aircraft accidents, while being less than the accident potential on the Base environs, is considered measurable enough for the purposes of these Regulations to warrant certain land use restrictions to be placed on lands lying within this Zone.

ACCIDENT POTENTIAL ZONE (APZ) II. An area beginning at the outer edge of the Buckley Air National Guard Base Accident Potential Zone I, 3,000 feet wide by approximately 7,000 feet long together with a triangular-shaped area at the westerly edge of the 7,000 measurement which is 5,500 feet wide at the base by 7,300 feet long, all as depicted in Figure 3-1 of the June 1998 AICUZ, in which the potential for aircraft accidents, while being less than the accident potential of APZ I, is considered

MOBILE HOME. Any structure transportable on its own wheels, on flatbed or other trailers, or on detachable wheels, (excluding recreational vehicles, camping trailers, pickup bed camper, motorhomes and vehicles licensed for on road use) which is designed and generally and commonly used for occupancy by persons for residential purposes in either temporary or permanent locations.

MOBILE HOME PARK OR SUBDIVISION. Any lot or part thereof, or any parcel of land which is used or offered as a location for one or more mobile homes used for any purpose.

MOBILE HOME SUBDIVISION. See **MOBILE HOME PARK OR SUBDIVISION**.