



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

Kathleen Conti, District 1  
Nancy Sharpe, Chair, District 2  
Jeff Baker, Chair Pro Tem, District 3  
Nancy Jackson, District 4  
Bill Holen, District 5

## **Public Meeting**

**May 23, 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](http://www.arapahoegov.com). Questions about this agenda, please contact the Commissioners' Office at 303-795-4630 or by e-mail at [commissioners@arapahoegov.com](mailto:commissioners@arapahoegov.com).

## **AGENDA**

### **1. OPENING**

#### **1.a. CALL TO ORDER**

Arapahoe County Board of County Commissioners

#### **1.b. INTRODUCTION**

Ron Carl, County Attorney  
Joleen Sanchez, Asst. Clerk to the Board

#### **1.c. ROLL CALL**

#### **1.d. PLEDGE OF ALLEGIANCE**

### **2. MODIFICATION TO THE AGENDA**

### **3. ADOPTION OF THE AGENDA**

### **4. 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.

### **5. CONSENT AGENDA**

#### **5.a. 4.24.17 Warrant ACH Expenditure Report**

Authorization to sign the Warrant Disbursement Register

*Ron Carl, County Attorney*

Documents:

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

5.b. **5.1.17 Warrant ACH Expenditure Report**

Authorization to sign the Warrant Disbursement Register

*Ron Carl, County Attorney*

Documents:

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

5.c. **Agreement Between Arapahoe County and DAS Integrators**

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the Agreement for Services between Arapahoe County and DAS Integrators, LLC for the provision and installation of a Bi-Directional Amplifier/Distributed Antenna System (BDA/DAS), for an amount not to exceed \$106,500.00, 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*

*Tiffanie Bleau, Senior Assistant County Attorney*

Documents:

[BSR- DAS INTEGRATORS 2017.PDF](#)

[AGREEMENT FOR SERVICES DET BDA RFP-16-91 - VENDOR SIGNED.PDF](#)

5.d. **Aid to Agencies Agreement for Aurora Mental Health Center Detoxification Program**

Adoption of a resolution approving an award of the remainder of the 2017 Aid to Agencies funding, originally awarded to Arapahoe House, in the amount of \$176,129.00, to Aurora Mental Health Center to continue to provide detoxification program services, pursuant to the terms contained therein

*Diana Maes, BoCC Administration Manager, BoCC Administration*

*John Christofferson, Deputy County Attorney*

Documents:

[BSR AID TO AGENCIES AUMHC DETOXIFICATION PROGRAM.DOCX](#)

[RESO AUMHC DETOX CONTRACT.DOCX](#)

[2017 AUMHC DETOX CONTRACTFINAL.DOCX](#)

5.e. **Appointment of an Associate Member to the Board of Adjustment**

Adoption of a resolution to amend Resolution No. 170131 adopted on February 14, 2017 and appoint Jesse Armstrong as an associate member to the Board of Adjustment, with a term expiring on February 13, 2018

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

Documents:

[BOARD OF ADJUST-JESSE ARMSTRONG APPT-2017.PDF](#)

**5.f. Board of Assessment Appeals (1 Resolution)**

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

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

Documents:

[5 MAY 23, 2017.DOC](#)  
[SAMPLE BAA RESOLUTION.DOC](#)

**5.g. Douglas County IGA-TANF & Youth Employment Focused Funds**

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to approve the ongoing Intergovernmental Agreement (IGA) between the Douglas County Department of Human Services and Arapahoe/Douglas Works! workforce services as part of the Colorado Works (TANF) program utilizing Douglas County TANF funds for programming and the Youth Employment Focus programming

*Kelly Folks, Deputy Division Manager of A/D Works!, Community Resources*  
*Joseph M. Barela, Division Manager of A/D Works!, Community Resources*  
*Don Klemme, Director, Community Resources*  
*Keith Ashby, Purchasing Manager, Finance*  
*Tiffanie Bleau, Senior Assistant County Attorney*

Documents:

[17 BSR CONSENT AGENDA DOUGLAS COUNTY IGA CW-YTH EMP FOCUS.DOC](#)  
[ADW TANF IGA SFY1718.DOC](#)

**5.h. Jail-Based Behavioral Health Services Grant Amendment No. 1 Signature Ratification**

Adoption of a resolution ratifying the signature of David C. Walcher, Arapahoe County Sheriff on the Amendment No. 1 between the State of Colorado State, acting by and through the Department of Human Services, Office of Behavioral Health and Arapahoe County to increase the 2016-2017 Jail-Based Behavioral Health Services grant to cover expenses for Grant Year 2017-2018, and adding slight amendments to the original contract, pursuant to the terms contained therein

*David C. Walcher, Arapahoe County Sheriff*  
*Larry Etheridge, Support Services Bureau Chief ACSO*  
*Olga Fajaros, ACSO Budget & Logistics Manager*  
*Tiffanie Bleau, Senior Assistant County Attorney*

Documents:

**5.i. Quit Claim Deed for S. Chambers Road from DVMD**

Adoption of a resolution approving the acceptance of quit claim deed from Dove Value Metropolitan District for right-of-way along S. Chambers Road for roadway purposes

*Chuck Haskins, Division Manager, Engineering Services Division, Public Works and Development*

*Bryan Weimer, Transportation Division Manager, Public Works and Development*

*David M. Schmit, Director, Public Works and Development*

*Robert Hill, Senior Assistant County Attorney*

Documents:

[BSR FOR QCD DVMD.PDF](#)  
[EXECUTED QUITCLAIM DEED FOR ROW PURPOSES \(PARCEL A\) \(00555558X9C7A0\).PDF](#)

**5.j. Case P16-027 Saddlerock Highlands No. 7 Final Development Plan**

Adoption of a resolution approving a request from the applicant, Meritage Homes, on behalf of the owner, Copperleaf North LLC, has applied for approval of a Final Development Plan for a residential development consisting of lots for 96 detached homes and supporting infrastructure on a 16.28 acre site located northeast of the intersection of E. Quincy Avenue and S. Malta Street

*Bill Skinner, Senior Planner, Public Works & Development*

*Jason Reynolds, Current Planning Manager, Public Works & Development*

*Jan Yeckes, Planning Division Manager, Public Works & Development*

*David M. Schmit, Director, Public Works & Development*

*Todd Weaver, Budget Manager, Finance*

*Robert Hill, Senior Assistant County Attorney*

Documents:

[P16-027 BOCC UPLOAD COMBINED.PDF](#)

**6. GENERAL BUSINESS ITEMS**

**6.a. \*PUBLIC HEARING - Adoption of 1st Quarter Supplemental Appropriation Resolutions**

Consideration of the 2017 1st Quarter Supplemental Appropriation requests

*Presenter - Todd Weaver, Budget Manager, Finance*

*Janet Kennedy, Director, Finance*

*John Christofferson, Deputy County Attorney*

Documents:

[Q1 2017 PH BSR.DOCX](#)  
[Q1 2017 PH MOTION SHEET.DOCX](#)

**6.b. \*PUBLIC HEARING - Case P16-028 Saddlerock Highlands No. 7 Final Plat**

Consideration of a request from the applicant, Meritage Homes, on behalf of the



owner, Copperleaf North LLC for approval of case P16-028, Saddlerock Highlands No. 7 Final Plat proposing the division of a 16.28 acre property into 96 lots and supporting tracts, located northeast of the intersection of E. Quincy Avenue and S. Malta Street

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

Documents:

[P16-028 BOCC UPLOAD COMBINED.PDF](#)

## **7. 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.*

REPORT FOR 04/18/2017 TO 04/24/2017

## FUNDS SUMMARY:

## FUNDS SUMMARY:

10 General Fund	375,238.02
11 Social Services	206,703.53
14 Law Enforcement Authority Dist	7,298.79
15 Arapahoe / Douglas Works!	21,590.40
16 Road and Bridge	65,261.26
20 Sheriff's Commissary	33,390.57
22 Forfeited Property	33,000.00
26 Grants	65,742.52
28 Open Space Sales Tax	47,646.56
29 Homeland Security - North Cent	3,222.29
33 Building Maintenance Fund	27,447.34
34 Fair Fund	125.00
41 Capital Expenditure	82,686.94
42 Infrastructure	155,409.67
43 Arapahoe County Recreation Dis	70,822.37
70 Central Services	61,236.70
71 Self-Insurance Liability	2,450.00
73 Self-Insurance Workers Comp	5,000.00
84 E-911 Authority	4,202.75
=====	
TOTAL	1,268,474.71

## FUND REPORT - EXPENDITURE TYPE

## FUND 10 EXPENDITURE REPORT

A2M4SEEN LLP	Services And Other	751.42
AARONS RENTAL PURCHASE INC	MISC.	99.33
ACCURACY INC	Supplies	17,455.20
ACSO EMPLOYEE TRUST FUND	MISC.	929.00
ADAMSON POLICE PRODUCTS	Supplies	139.15
ADVANCE AUTO PARTS	Supplies	12.22-
AED EVERYWHERE	Supplies	485.16
ALAMEDA EAST VETERINARY HOSPITAL	Services And Other	159.48
ALL TRUCK AND TRAILER PARTS (ATTP)	Supplies	2,164.98
ALLA SELETSKAYA	Services And Other	3,637.50
ALLIED SECURITY HOLDINGS LLC	Services And Other	76,447.08
ALLISON LOUISE HILL	MISC.	15.00
AMERICAN CORRECTIONAL ASSOC	Services And Other	4,875.00
AMERICAN TIRE DISTRIBUTORS INC	Supplies	7.92-
ARAMARK CHICAGO LOCKBOX	Services And Other	2,854.00
ARAMARK CHICAGO LOCKBOX	Supplies	4,360.35
ARAPAHOE COUNTY FOUNDATION	Services And Other	1,000.00
ARAPAHOE COUNTY SHERIFFS OFFICE	Supplies	915.00
ARAPAHOE LIBRARY DISTRICT	Services And Other	11,515.16
ARAPAHOE WATER AND WASTEWATER	Services And Other	27,060.55
ARAPAHOE/DOUGLAS HAZARDOUS	Services And Other	4,376.61
ARTURO MIGUEL RAMOS-ESPARZA	MISC.	15.00
ASPIRE HR INC	Services And Other	82.50
AT&T MOBILITY II LLC	Services And Other	210.68
AUSLYN GROUP INC	Services And Other	3,180.00
AUTOZONE STORES INC	Supplies	162.30
BATTERY SYSTEMS INC	Supplies	391.68
BISMARK LAW OFFICE	MISC.	15.00

REPORT FOR 04/25/2017 TO 05/01/2017

## FUNDS SUMMARY:

## FUNDS SUMMARY:

10 General Fund	3,060,741.56
11 Social Services	572,394.28
14 Law Enforcement Authority Dist	34,631.11
15 Arapahoe / Douglas Works!	120,026.49
16 Road and Bridge	122,822.41
20 Sheriff's Commissary	16,671.99
21 Community Development	28,172.41
26 Grants	80,079.35
28 Open Space Sales Tax	141,353.40
29 Homeland Security - North Cent	1,645.17
33 Building Maintenance Fund	26,761.31
34 Fair Fund	31.00
41 Capital Expenditure	207,269.10
43 Arapahoe County Recreation Dis	4,013.19
70 Central Services	112,954.14
71 Self-Insurance Liability	5,287.10
73 Self-Insurance Workers Comp	98,672.69
74 Self-Insurance Dental	97,572.18
84 E-911 Authority	11,070.40
=====	
TOTAL	4,742,169.28

## FUND REPORT - EXPENDITURE TYPE

## FUND 10 EXPENDITURE REPORT

A.L.E.R.T.	Services And Other	80.00
A2M4SEEN LLP	Services And Other	260.40
ADAMSON POLICE PRODUCTS	Supplies	6,760.75
ADVANCE AUTO PARTS	Supplies	409.99
AGREN ELANDO COURT REPORTING	Services And Other	650.00
ALL TRUCK AND TRAILER PARTS (ATTP)	Supplies	86.28
ALSCO	Supplies	27.50
AMERICAN INCOME LIFE INSURANCE	Services And Other	414.00
AMERICAN TIRE DISTRIBUTORS INC	Supplies	187.68
ANN BAERTLEIN	Services And Other	188.00
ARAMARK CHICAGO LOCKBOX	Services And Other	8,369.00
ARAMARK CHICAGO LOCKBOX	Supplies	67,284.72
ARAPAHOE HOUSE	Services And Other	23,333.33
AT&T MOBILITY II LLC	Services And Other	55.67
AURORA MENTAL HEALTH CTR	Services And Other	3,624.70
AUTONATION	Supplies	519.68
AUTOZONE STORES INC	Supplies	558.26
AVI SYSTEMS INC	Services And Other	674.51
BASELINE ASSOCIATES INC	Services And Other	5,390.00
BATTERY SYSTEMS INC	Supplies	159.60
BC SERVICES INC	MISC.	40.00
BETH A KINSKY	Services And Other	40.00
BRENDA SIMONS	Supplies	2.90
BRIDGESTONE RETAIL OPERATIONS LLC	Services And Other	64.99
BUCKLEY CGOC	Services And Other	40.00
CAITLIN MOCK	Services And Other	253.28
CANON BUSINESS SOLUTIONS INC	Services And Other	49.78
CAROL A WINTER	Services And Other	140.00



## Board Summary Report

**Date:** May 11, 2017

**To:** Board of County Commissioners

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

**From:** Olga Fajaros, Budget & Logistics Manager

**Subject:** Agreement for Services Between Arapahoe County and DAS Integrators to Provide and Install a BDA/DAS at the Arapahoe County Sheriff's Office Detention Facility

### Request and Recommendation

Request the Board of County Commissioners to authorize the Chair of the Board of County Commissioners to sign the Agreement for Services between Arapahoe County and DAS Integrators for the provision and installation of a Bi-Directional Amplifier/Distributed Antenna System (BDA/DAS) at the Arapahoe County Sheriff's Office Detention Facility (ACDF).

### Background

Currently the ACDF's radio communication inside the building is being served by a BDA that is installed in and primarily serving Court Building I, adjacent to the Detentions Facility. This system was installed in 2005. The current system cannot be expanded to meet the current needs of the ACDF. There have been several outages that have occurred over the last few years, as well as areas within the building that have poor radio coverage on a daily basis, which has had a negative impact on the radio communications within the ACDF. A radio frequency coverage study was done last year that showed a need to install a new BDA/DAS inside the ACDF that would serve that building only, leaving the original BDA in the Court Building I to serve that building separately.

### Links to Align Arapahoe

Fiscal Responsibility – The RFP process ensures that the Arapahoe County Sheriff's Office Detention Facility is getting the best possible price for the services it needs.

### Discussion

DAS Integrators, LLC was awarded the contract for the provision and installation of a BDA/DAS under RFP-16-91.

### Alternatives

There is no alternative as DAS Integrators, LLC was awarded the contract per formal solicitation.

### Fiscal Impact

\$225,000.00 for this project is already allocated from the Capital Fund under CIP #417050180.

**Concurrence**

The Sheriff's Office Administration, Telecom Section, and Detention Services Bureau are in concurrence with this decision.

**Reviewed By:**

**Olga Fajaros, Budget & Logistics Manager**

**Vincent Line, Detention Service 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 Agreement for Services between Arapahoe County and DAS Integrators, LLC for the provision and installation of a Bi-Directional Amplifier/Distributed Antenna System (BDA/DAS), for an amount not to exceed \$106,500.00, pursuant to the terms contained therein.

The vote was:

Commissioner Baker, ; Commissioner Conti, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the resolution adopted and so ordered.

# AGREEMENT FOR SERVICES

Project Number or Name: RFP-16-91

THIS AGREEMENT is entered into as of the 4<sup>TH</sup> day of APRIL, 2017 by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County") and DAS Integrators, LLC (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, at 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.

Minimum Limits:

- \$3,000,000 each occurrence
- \$3,000,000 general aggregate with dedicated limits per project site
- \$3,000,000 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 with this Agreement:

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, 11/29/16)

CONTRACTOR : DAS Integrators, LLC

By: Pach  
(signature)

Title: OWNER

Signed this 4TH day of APRIL, 2017

State of Colorado )  
County of ARAPAHOE )

Subscribed and sworn to before me this 4TH day of APRIL, 2017

by Wendi Moffett

My commission expires 3/31/2020

Wendi Moffett  
Notary Public

WENDI MOFFETT  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20164012674  
COMMISSION EXPIRES MAR. 31, 2020

SEAL

ATTEST: Clerk to the Board

\_\_\_\_\_

ARAPAHOE COUNTY

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

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



**EXHIBIT A to Agreement between the County and DAS Integrators, LLC.**

Project Number or Name: RFP-16-91.

1. **Scope of Services.** The Contractor hereby agrees to and accepts responsibility to perform the following services:

Installation of a new stand-alone system in the Arapahoe County Sheriff's Office Detentions Facility comprised of 700/800MHz Public Safety capable DAS, a new channelized repeater, donor antenna and head-end. Replacement of existing antennas throughout the facility. Additional antenna locations will be installed inside the facility for optimal radio system coverage, per RFP-16-91 specifications and Contractor's response. 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 July 31, 2017.

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 .. (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 \$106,500.00.

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 .. (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 Services  
7375 South Potomac  
Centennial, CO 80112

To the Contractor: DAS Integrators, LLC  
4301 S. Federal Blvd, #116  
Sheridan, CO 80110

8. **Special Conditions.**

- ☒ No special conditions  
☐ Special Conditions are as follows:



## Board Summary Report

**Date:** May 15, 2017  
**To:** Board of County Commissioners  
**From:** Diana Maes  
**Subject:** Aid-to-Agencies Funding for Aurora Mental Health Center (AuMHC)

### Request and Recommendation

Staff of the Aid-to-Agencies review committee request that the Board of County Commissioners (BoCC) consider the approval of re-allocating the remaining balance of the 2017 Aid-to-Agencies funding awarded originally to Arapahoe House, to Aurora Mental Health Center in order to continue to provide detoxification program services. The remaining balance is \$176,129.00. Staff recommends that the BoCC approval of this funding.

### Background and Discussion

In January, Arapahoe House, who was awarded \$280,000 in 2017 Aid-to-Agencies funding, advised that they would be discontinuing their Detoxification Program, and during the subsequent months a plan was developed for Aurora Mental Health Care to take over the detoxification services program from Arapahoe House. The Aid-to-Agencies review team reviewed the application that was submitted by Aurora Mental Health Care for this program and recommended that the BoCC support re-allocating the remaining 2017 Aid-to-Agencies funding from Arapahoe House, in order to continue to provide detoxification services to Arapahoe County citizens. Staff requests and recommends that the Board of County Commissioners release the remaining set aside amount of \$176,129.00, so that a contract can be entered with Aurora Mental Health Center for a detoxification services program for the remainder of 2017.

### Links to Align Arapahoe

1. Quality of Life – Through the provision of detoxification services to citizens, participants of the program may benefit from the positive impact on the quality of life, their families and on the community.



2. Fiscal Responsibility – The funding to support the detoxification program is leveraged with other funding to provide the services necessary to service this population, so that possible use of law enforcement and hospital resources are reduced or eliminated.

**Alternatives**

The BOCC may decide to not fund the detoxification services program. If that occurs, citizens will be without detoxification program services, and additional burdens to manage the population who requires this service could be borne by law enforcement entities and hospitals.

**Concurrence****Attorney Comments****Reviewed By:**

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

**RESOLUTION NO. 170XXX**      It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to approve awarding the remainder of the 2017 Aid to Agencies funding, originally awarded to Arapahoe House, in the amount of \$176,129.00, to Aurora Mental Health Center to continue to provide detoxification program services, pursuant to the terms contained therein

Commissioner Baker, ; Commissioner Conti, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.

## **2017 AID TO AGENCY GRANT AGREEMENT**

This Agreement is entered into by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO, hereinafter referred to as the County, and Aurora Mental Health Center, hereinafter referred to as the Contractor.

WHEREAS, the County provides funds for public and non-profit organizations as grant-in-aid agreements and contract-for-service agreements; and

WHEREAS, the Contractor provides necessary services which benefit the citizens of Arapahoe County, which services are deemed necessary by the County though not mandated by statute; and

WHEREAS, the Contractor has applied for funds in accordance with the requirements of the Arapahoe County Financial Management Policy with regard to the budget (the "Application") and has received approval of said Application; and

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

1. After Contractor completes the requirements in Paragraph No. 2 below, the County agrees to provide the Contractor the sum of \$176,129.00 for calendar year 2017 (the "Funds"). Payment of the Funds will be made to the Contractor for the month of May in a pro-rated installment increment of \$12,795.69, then monthly installments of \$23,333.33 with each installment being due only after receipt of an invoice by the County.
2. Contractor shall submit the following reports/documents to the Grant Analyst, BOCC Administration:
  - a. A financial report for the period of January 1 through June 30, 2016, if it was not provided with the application. The financial report should provide information on all program revenues and all program expenditures by major cost category.
  - b. Certificate of Insurance as described below in Paragraph No. 7.
  - c. A performance audit and quantitative statement as to the actual level of services provided by the agency during the previous year.
  - d. Proof of the agency's not-for-profit status.
  - e. Three signed copies of this Agreement.
  - f. An invoice for the initial installment of \$12,795.69.
3. The Contractor shall not discriminate against any employee, applicant for employment or applicant for, or recipient of services, because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.
4. The Contractor shall indemnify and hold harmless the County and its officers, agents and employees from and against any and all claims, damages, losses, injuries, and expenses including attorneys' fees, arising out of or in any way relating to the performance of the grant funded services or the receipt or expenditure of the funds by the Contractor.
5. The Contractor, and its officers, agents and employees, shall be considered for all purposes of this Agreement, to be independent contractors and not officers, employees or agents of the County.
6. The Contractor shall only use the funds for the purposes identified in the program grant package application submitted by the Contractor and accepted by the County. Said approved grant package is incorporated by this reference as if fully set forth herein. To the extent that any of the funds are not

expended for an authorized purpose by January 31 of the year after the funds are received, or such extended time as may be approved in writing by the County, such funds shall be returned to the County.

7. The Contractor shall maintain insurance to protect the Contractor and the County against any and all claims and demands arising from injury to person or property due to any act or omission of the Contractor, its agents or employees, in the operation of the work pursuant to this Agreement. Minimum limits for public liability and property damage insurance required are as follows:

Commercial Liability

- One person \$1,000,000
- One accident \$1,000,000

Certificates of insurance must name the County as an additional insured for the work pursuant to the Agreement. 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. The requirements of this provision shall apply to the Contractor and to all subcontractors. Contractor is responsible for obtaining certificates of insurance from any subcontractors performing work for the Contractor pursuant to this Agreement.

8. The term of this Agreement shall be from May 15, 2017 through December 31, 2017. Additionally, this Agreement may be terminated in writing by either party upon ten (10) days written notice. County will provide ten (10) days prior written notice to the Contractor when its services are no longer necessary. Contractor will be compensated for any partial month at a prorated rate. The Contractor shall not be relieved of liability to the County for any damages sustained by the County by virtue of any breach of this Agreement by the Contractor, and the County may withhold any payment to the Contractor for the purpose of settlement until such time as the exact amount of damage due to the County from the Contractor is determined.
9. This Agreement may be modified only in writing upon mutual agreement of the parties.
10. The Contractor shall immediately notify the County of any inability by the Contractor to meet its financial obligations or to provide services or of any other special problem that may affect the terms of this Agreement.
11. The Contractor understands and agrees that if any of the funds are used for a purpose that is not authorized by this Agreement, the County may require Contractor to reimburse such funds to the County.
12. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Contractor.
13. The rights, or any parts thereof, granted to the parties by this Agreement, shall not be assigned unless with the prior written consent of the non-assigning party.
14. Pursuant to C.R.S. Section 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.

15. This Agreement constitutes the entire agreement of the parties hereto. The parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein.

ATTEST: Clerk to the Board

\_\_\_\_\_

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

ARAPAHOE COUNTY

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

CONTRACTOR – AURORA MENTAL HEALTH  
CENTER

By: \_\_\_\_\_  
(signature)  
Title: \_\_\_\_\_

State of Colorado )  
County of \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

SEAL



## **BOARD SUMMARY REPORT**

**Date:** May 23, 2017

**To:** Board of County Commissioners

**Through:** Diana Maes, BOCC Administration Manager

**From:** Carol Dosmann, Executive Assistant, BOCC Administration

**Subject:** Amend Resolution No. 170131 adopted on February 14, 2017 and appoint Jesse Armstrong as an associate member to the Board of Adjustment.

### **Purpose and Recommendation**

Amend Resolution No. 170131 adopted on February 14, 2017 and appoint Jesse Armstrong as an associate member to the Board of Adjustment, which term will expire on February 13, 2018.

### **Background**

The Board of Adjustment interprets and enforces the County's zoning regulations. It consists of five regular members who each serve a five-year term and four associate members who each serve a one-year term.

### **Discussion**

### **Alternatives**

### **Fiscal Impact**

### **Concurrence**

### **Reviewed By:**

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

**RESOLUTION NO. 170**

It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to hereby amend Resolution No. 170131 adopted on February 14, 2017 and appoint Jesse Armstrong to fill a vacancy on the Board of Adjustment as an associate member, which term shall expire on February 13, 2018.

Said appointee shall serve at the pleasure of the Board of County Commissioners, and said appointee will be removed at any time by action of the Board of County Commissioners, with or without good cause shown.

The vote was:

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

The Chair declared the motion carried and so ordered.



## **Board Summary Report**

**Date:** May 9, 2017  
**To:** Board of County Commissioners  
**Through:** Ronald A. Carl, County Attorney  
**From:** Karen Thompsen, Paralegal  
**Subject:** Approval of BAA Stipulation (1 Resolution Number)

### **Request and Recommendation**

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

### **Background**

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

### **Discussion**

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

<b>Tax Year</b>	<b>Docket #</b>	<b>Property Owner</b>	<b>Property Address</b>	<b>Code</b>	<b>Original Value</b>	<b>Stipulated Value</b>
2016	69555	Centennial East Apartments LLP	14406 East Fremont Avenue	1.	\$32,677,400	\$25,600,000

### **Code**

1. Comparable sales and condition of the subject indicate that adjustment to this value is correct.

### **Alternatives**

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

### **Fiscal Impact**

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



**Concurrence**

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

**Reviewed By:**

Ronald A. Carl, County Attorney

Karen Thompsen, Paralegal

**RESOLUTION NO. 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 Case (Docket Number), for the tax year listed below:

<b>Docket #</b>	<b>Property Owner</b>	<b>Tax Year</b>
-----------------	-----------------------	-----------------

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 Stipulation. Based upon the evidence submitted to the Board on this date, the Board has no reason not to concur with the proposed Stipulation.

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:** May 9, 2017

**To:** Board of County Commissioners

**Through:** Donald A. Klemme, Director Community Resources Department  
Joseph Barela, Division Manager of Arapahoe/Douglas Works!

**From:** Kelly Folks, Deputy Division Manager, Arapahoe/Douglas Works!

**Subject:** Approval of the ongoing Intergovernmental Agreement (IGA) between the Douglas County Department of Human Services and Arapahoe/Douglas Works! workforce services as part of the Colorado Works (TANF) program utilizing Douglas County TANF funds for programming and the Youth Employment Focus programming.

### Request and Recommendation

This programmatic and fiscal relationship is with another governmental entity, so an Intergovernmental Agreement (IGA) is required. The IGA requires a signature from the Chair of the Arapahoe County Board of County Commissioners. Staff request that the Board of County Commissioners consider and approve the mentioned IGA and authorize the Chair to sign the amendments to the current IGA with Douglas County. At a Drop-In Session on May 9, 2017 the BOCC considered the staff request and recommendation for approval of this IGA and directed staff to schedule them for the Consent Agenda.

### Links to Align Arapahoe

1. Quality of Life: Approval of the Intergovernmental Agreement is needed to serve unemployed and underemployed Douglas County TANF recipients and serve barriered youth with education and employment endeavors, enhancing their quality of life and ensuring the highest rate of return on public investment, while contributing to the County's economic vitality.
2. Fiscal Responsibility: The Intergovernmental Agreement is required in order to comply with Arapahoe/Douglas Works! scope of work to provide workforce development services to participants of the Colorado Works and Youth Employment Focused programs. This funding is dedicated to the reduction of poverty in the local community.
3. Service First: Approval of the Intergovernmental Agreement is needed for compliance with the Colorado Works and Youth Employment Focused programs, which will ensure services to low income customers is received.

### Background

The Douglas County Department of Human Services requested the continuation of services that are provided through this IGA to Job Ready participants in the Colorado Works (TANF) program and in the Youth Employment Focus program.

### Discussion

In order to continue providing targeted/intensive job search and job placement services to Douglas County Colorado Works (TANF) participants determined “Work Ready,” it is necessary to renew our contract to fund such targeted services. These funds will cover the programmatic and operational costs incurred by Arapahoe/Douglas Works! to continue to provide workforce development services to the job ready Colorado Works (TANF) recipients in Douglas County in accordance with federal rules and regulations.

The second part of this IGA is to continue to provide services to youth/young parents, aged 15-25 years old. These services may include intensive case management, job coaching, job skill training and education, subsidized employment, and independent living skills. These services will be provided to TANF eligible participants and families with particular attention to high-risk youth in the Colorado Works and Child Welfare systems. This work is intended to: 1) create long-term, stable careers, 2) achieve self-sufficiency, and 3) reduce generational poverty.

**Alternatives**

If the IGA is not approved, the current Douglas County programs would need to be transferred back to the Douglas County Department of Human Services and the funded 1.0 Arapahoe/Douglas Works! FTE position would be eliminated as well as service delivery would be impacted.

**Fiscal Impact**

Fiscal Impact to Arapahoe County Government is not anticipated and the contractual fee for service will be utilized to cover operating and customer program expenses.

**Reviewed by/Concurrence**

The initiative is supported by Arapahoe/Douglas Works! and Douglas County Department of Human Services

**Approved By:**

Don Klemme, Community Resources Department Director  
Joe Barela, Arapahoe/Douglas Works! Division Manager  
Kelly Folks, Arapahoe/Douglas Works! Deputy Division Manager  
Tiffanie Bleau, Assistant County Attorney  
Finance

RESOLUTION NO. \_\_\_\_\_. It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to sign the Intergovernmental Agreement between the Douglas County Department of Human Services and A/D Works!

The vote was:

Commissioner Baker, \_\_\_\_\_; Commissioner Conti, \_\_\_\_\_; Commissioner Holen, \_\_\_\_\_; Commissioner Jackson, \_\_\_\_\_; Commissioner Sharpe, \_\_\_\_\_.

The Chair declared the motion carried and so ordered.

## **INTERGOVERNMENTAL AGREEMENT**

**THIS INTERGOVERNMENTAL CONTRACT** (hereinafter “this Contract”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, Colorado (“Douglas”), and the **BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY**, Colorado (“Arapahoe”). Both Counties hereinafter referred to as the “Parties”.

### **RECITALS**

**WHEREAS**, the Parties are authorized under Article XIV, Section 18 of the Colorado Constitution, and by C.R.S. 29-1-203 et seq. to Contract with one another to provide any function or service lawfully authorized to each of them; and

**WHEREAS**, Arapahoe, in its capacity as a County Human Services Agency, is responsible for the administration of various human services programs including the Federal TANF (Temporary Assistance to Needy Families) program also known as “Colorado Works” and a component of the TANF/Colorado Works program is the provision of training and services to participants in the TANF program to assist these individuals in obtaining employment; and

**WHEREAS**, Douglas, in its capacity as a County Human Services agency, is responsible for the administration of various human services programs including the TANF/Colorado Works program and a component of the TANF/Colorado Works program is the provision of training and services to participants in the TANF program to assist these individuals in obtaining employment; and

**WHEREAS**, Arapahoe/Douglas Workforce Board has designated the Arapahoe/Douglas Workforce Center as the one-stop for the federally designated regions of Arapahoe County and Douglas County; and

**WHEREAS**, Arapahoe, through its Arapahoe/Douglas Works Division (“ADW”) of the Arapahoe County Community Resources Department, provides training, counseling, assessment and job referral services for individuals seeking employment, including TANF recipients; and

**WHEREAS**, Arapahoe, through its Arapahoe/Douglas Works Division (“ADW”) of the Arapahoe County Community Resources Department responded to a Request for Proposal (#024-15), and

**WHEREAS**, authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment under this Contract,

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. Arapahoe, ADW, will provide TANF case management services for Douglas TANF program participants referred to ADW by Douglas County Human Services as more particularly described in the Scope of Work attached hereto as "Exhibit A" and incorporated herein.

2. The term of this IGA shall be from July 1, 2017 through June 30, 2018, unless sooner terminated or otherwise extended.

3. Douglas agrees to pay Arapahoe an amount not to exceed One Hundred Twenty Six Thousand Three Hundred Ninety Three Dollars and Thirty Five Cents (\$126,393.35) as reimbursement for services provided herein. Arapahoe shall invoice Douglas on a monthly basis for services provided. Douglas shall pay said invoice within 30 days of receipt. All expenditures are subject to appropriation of funds. Douglas County may terminate without penalty by providing thirty (30) days' written notice to Arapahoe.

4. Facility fees will be waived for Arapahoe County under this Contract.

5. The Director of Douglas County Human Services is designated as the authorized representative of Douglas for the purpose of administering, coordinating and approving work performed pursuant to this Contract.

6. Arapahoe agrees that no official, officer or employee of Arapahoe County shall have any personal or beneficial interest in the services described herein.

7. To the extent authorized by law, Arapahoe shall defend, indemnify, and hold harmless Douglas County, its elected officials, officers, directors and employees from any and all claims, demands, suits, actions or proceedings arising from or resulting from services provided by Arapahoe in relation to this IGA. To the extent authorized by law, Douglas shall defend, indemnify, and hold harmless Arapahoe County, its elected officials, officers, directors and employees from any and all claims, demands, suits, actions or proceedings arising from or resulting from the actions of Douglas in relation to this IGA.

8. Arapahoe and Douglas understand and agree that each party is relying on, and does not waive or intend to waive, any provision, right, immunity or protection provided by the Colorado Governmental Immunity Act, §§ C.R.S. 24-10-101 et seq.

9. In connection with the services provided pursuant to this Contract, Arapahoe shall not discriminate against any Douglas TANF participant because of race, creed, color, national origin, religion, sex, mental or physical disability, or age.

10. All records remain the property of the Douglas County Department of Human Services. Any and all assets purchased by Douglas and assigned to a non-County/Department location remain the property of Douglas. Douglas may upgrade assets as needed at no expense to Arapahoe. Arapahoe must permit the County or Department reasonable access to all assets and will report the loss or damage of any asset to the Director's designee within one (1) business day. Arapahoe shall reimburse, at replacement value, the cost of any equipment destroyed or otherwise rendered un-useful, for which Arapahoe bears responsibility for the destruction.

Documents, data compilations, and other client-based information prepared and maintained by Arapahoe in connection with this Contract shall be confidential. All such documents shall remain confidential and shall not be made available by Arapahoe to any individual or entity without the consent of the Douglas County Representative. Confidential files must be maintained in a secure environment that ensures confidentiality. Arapahoe will notify Douglas immediately of any breaches of security or confidentiality as they pertain to client data.

11. The Parties shall have the right to terminate this IGA, without cause, by giving not less than thirty days' written notice to the other party of such termination and specifying the effective date of such termination. Arapahoe shall be entitled to receive compensation in accordance with this Contract for services completed pursuant to this Contract prior to the date of receipt of the notice of termination or such other stop-work date as may be specified in said notice.

12. Notices to be provided under this IGA shall be given in writing and either delivered by hand or deposited in the U.S. mail with sufficient postage to the following addressees:

To Douglas: Daniel P. Makelky, Director  
Douglas County Human Services  
4400 Castleton Court, #107  
Castle Rock, CO 80109  
Telephone: (303) 814-5395  
Facsimile: (877) 285-8988

With a Copy to: Douglas County Attorney's Office  
100 Third Street  
Castle Rock, CO 80104

To Arapahoe: Arapahoe/Douglas Works!  
Attn: Joe Barela  
6964 S. Lima Street  
Centennial, CO 80112

With a Copy to: Arapahoe County Attorney  
5334 S. Prince Street  
Littleton, CO 80166

14. Pursuant to CRS 29-1-110, the financial obligations of Douglas as set forth herein after the current fiscal year are contingent upon funds for the purpose being budgeted, appropriated and otherwise available.

15. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the activities conducted under this Contract by Arapahoe shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado.



16. ILLEGAL ALIENS: Arapahoe shall comply with §§ 8-17.5-101, et seq., C.R.S., regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Arapahoe certifies that it does not knowingly employ or Contract with an illegal alien who will perform work under this Contract and that Arapahoe will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

A. Arapahoe shall not:

- (i) Knowingly employ or Contract with an illegal alien to perform work under this Contract; or
- (ii) Enter into a Contract with a subcontractor that fails to certify to Arapahoe that the subcontractor shall not knowingly employ or Contract with an illegal alien to perform work under this Contract.

B. Arapahoe has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.

C. Arapahoe shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.

D. If Arapahoe obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or Contracts with an illegal alien, Arapahoe shall:

- (i) Notify the subcontractor and the County within three (3) days that the County has actual knowledge that the subcontractor is employing or Contracting with an illegal alien; and
- (ii) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or Contracting with the illegal alien; except that the County shall not terminate the Contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or Contracted with an illegal alien.

E. Arapahoe shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in § 8-17.5-102(5), C.R.S.

F. If Arapahoe violates this provision of this Contract, Douglas may terminate the Contract for a breach of Contract. If the Contract is so terminated, Arapahoe shall be liable for actual and consequential damages to Douglas as required by law.

G. Douglas will notify the Office of the Secretary of State if Arapahoe violates this provision of this Contract and Douglas terminates the Contract for such breach.

17. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

18. NO THIRD PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

19. BREACH OF CONTRACT: Failure to perform according to the specifications of this Contract will be considered a breach of contract and may be subjected to any or all of the following: legal action, termination of contract, any additional applicable legal remedies available to the County, and/or reimbursement to the County for costs associated with the breach of contract. The Contractor's liability is limited to the amount of any sanction(s) or penalty(ies) incurred by Douglas County as a result of an audit or review, no matter when the audit occurs, based upon Contractor's failure to take any timely and proper required action in compliance with program requirements and/or this contract. Reimbursement is due and owing even if for some reason no subsequent contractor payment exists.

IN WITNESS WHEREOF, the parties have executed this Contract as of the above date.

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF ARAPAHOE**

**BY:** \_\_\_\_\_  
**Chair**

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

**ATTEST:**

\_\_\_\_\_  
**Clerk of the Board**

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS**

**BY:** \_\_\_\_\_  
**Roger Partridge, Commissioner**

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

**ATTEST:**

\_\_\_\_\_  
**Meghan McCann, Deputy Clerk**

**APPROVED AS TO FISCAL CONTENT:**

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
**Andrew Copland  
Director of Finance**

\_\_\_\_\_  
**LeeAnn Reigrut  
Sr. Assistant County Attorney**

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

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

**APPROVED AS TO CONTENT:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**Daniel Makelky  
Director of Human Services**

\_\_\_\_\_  
**Doug DeBord  
County Manager**

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

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

## **Exhibit A**

### **SCOPE OF SERVICES**

Arapahoe will provide two services: 1) case management services for one-parent and two-parent families receiving Colorado Works Basic Cash Assistance, and 2) job coach/case management for youth. Unique requirements for these two services are discussed individually below. All items discussed under A. through G. below apply to both service areas which are further defined in H. and I below.

For all work Arapahoe shall:

#### **A. Conducting Business**

- a. Work in accordance with the spirit of Douglas County Government's Vision, and the Department's Vision, Mission and Values. (See Attachment 1.)
- b. Retain confidentiality of all client information. This includes all verbal, written, and electronic communication, and all service delivery information. Unless prior written approval is provided by the Authorized Representative, Arapahoe may not release any information about the program and its applicants.
- c. Require each person assigned to work under this Agreement sign the Nondisclosure Agreement prior to any work being performed under this Agreement. (See Attachment 2.)
- d. Be able to proceed with the following staff identification and assignment process:
  - i. Complete whatever requirements are needed internal to Arapahoe's own organization.
  - ii. Allow Douglas County staff to meet with the candidate(s).
  - iii. If potential staff assignment is acceptable to both Arapahoe and Douglas, make an offer or assignment change contingent upon successful completion of the Douglas County name background check and drug test, and Douglas County Sheriff's Office (DCSO) fingerprint background check. The DCSO fingerprint background check must be done within the first two days of the person's employment with Arapahoe or if already employed by Arapahoe within 2 days of assignment under this Agreement.
  - iv. The results of each person's name and fingerprint background checks, and drug test will be reviewed by Douglas who will solely decide if the staff assignment is ultimately appropriate.
  - v. Note that staff may not actually begin any Douglas casework or receive any user IDs/temporary passwords for any system access until a Colorado Bureau of Investigations and Federal Bureau of Investigations fingerprint background check performed by the Douglas County Sheriff's Office (DCSO) is passed.
  - vi. If Arapahoe has an individual who continuously works under this or any other Department Agreement and has passed the requirements in i. through v. above, that person is not required to complete these same requirements each year or Agreement except after five years a new fingerprint background check is required.

- e. Arapahoe will notify Douglas if/when any traffic or criminal charges occur that could impact assigned staff's fitness or ability to execute the work assigned in this Agreement, or that violate a law, e.g., Adam Walsh Act, or program requirement.
- f. For both service areas all client (or provider/third party, if applicable) paperwork, records and data must be stored on Douglas' network or ingested in Douglas' electronic content management (ECM) system under the correct case immediately when possible but no later than within three (3) business days. Douglas will provide training as needed for the ECM system.
- g. For both service areas, utilize the Human Services Client and Reporting Enterprise System (HSCARES) for referencing programs with which a client is already associated. For Youth Employment Services, within two business days of receiving the referral create a case in HSCARES that includes all applicable members and data.
- h. All client data must be sent via secure email or secure file transfer (even to clients themselves). If client data must be transferred via a portable drive, facsimile, CD or some other means, that must be approved by Douglas in advance. Documents may be mailed to clients or their Authorized Representative via US mail or a third party mail delivery company without prior approval.
- i. Within 2 business days of new staff assignment, send all computer system access requests and corresponding required forms to [DHSsecurity@douglas.co.us](mailto:DHSsecurity@douglas.co.us). Comply with State and Douglas system access, use and confidentiality requirements. Arapahoe shall notify Douglas immediately: 1) if an employee accesses any Douglas, State or third party system or record for personal use or gain, or without any business need, and 2) when the individual no longer has authorization to access any State, Douglas or third party systems. Douglas reserves the right to end access to any or all State, Douglas or third party system for inappropriate or unauthorized use which would result in the individual no longer being able to work under this contract.
- j. Douglas will provide Arapahoe staff who perform any client related work with a Douglas County email address that shall be used with clients, providers, State program staff and any third party when client data is being discussed, reviewed, shared or transmitted. This Douglas County email also allows Arapahoe staff to use Douglas' secure email feature and secure file transfer tool.
- k. Arapahoe will use Douglas' email and network for all client related work. If Arapahoe staff are not in a Douglas building, Douglas will set-up with the needed virtual private network (VPN) and/or virtual desktop infrastructure (VDI) connection.
- l. Generally maintain hours of operation that correspond to the Department's, i.e., Monday through Friday 8:00 a.m. to 5:00 p.m. allowing for some individual staff schedules. Reasonable holiday, emergency and weather closures are permitted. Be available during hours of operation to answer client questions, and address concerns. Return customer calls and emails within 48 hours excluding weekends, holidays, or closures.
- m. Meet with Douglas as requested to review overall performance and/or case specific issues.
- n. Cooperate with community partners, providers and Douglas staff as reasonable and appropriate to achieve program requirements and quality customer service.

- o. Be able to timely recruit and place staff in Douglas County offices so as to avoid delays in work and not impact customer service. Provide appropriately skilled supervision of staff and appropriate overall management.
- p. Not subcontract this work to any other entity.
- q. Not speak with any member of the media without express consent by a Douglas County Commissioner, County Manager, Deputy County Manager, or Department Director. Not present to any entity that Arapahoe makes policy or funding decisions on behalf of Douglas. Arapahoe shall not engage in any form of lobbying on behalf of Douglas. Arapahoe staff may be asked to join Douglas at a meeting/conference, or to attend on Douglas' behalf. However, Arapahoe may not vote on behalf of Douglas, commit Douglas resources, or otherwise obligate Douglas. Arapahoe may not use Douglas' logo on any materials unless approved in writing by Douglas.
- r. Consistently collect client feedback and provide the results to the Department on at least an annual basis.

#### B. Compliance with Laws, Rules and Policies

- a. Report all known conflicts of interest consistent with the spirit of Douglas' and Department's Conflict of Interest policies. (See Attachment 3.)
- b. Immediately report suspected child and adult abuse, neglect and exploitation.
- c. Abide by all applicable Federal, e.g., HIPAA, and State laws, rules, and regulations; and Douglas County program policies and procedures. Comply with Douglas County and/or Department required training, including but that may not be limited to: 1) civil rights, 2) ethics, 3) mandatory reporter, 4) fraud identification and prevention, 5) building safety and security (for staff working in any Douglas County building), 6) cyber and data security, and 7) any Douglas, State or Federal training to obtain system and/or building access, e.g., CJIS.
- d. Ensure staff are appropriately trained on: 1) laws, rules, regulations and policies, 2) authorized access and use of the required State, Douglas, and third party computer system.
- e. Develop detailed written operating procedures and present these to the Department for review and approval. These should include items such as processing expectations, recoveries, case reviews, and confidentiality. The operating procedures and related administrative functions must be approved by Douglas and be in place within 15 calendar days from the start date of the Agreement.
- f. Provide Douglas a copy of their Single Audit annually if the organization is required to obtain one.
- g. Contact the Department's Investigations Unit with any questions regarding possible or known client or provider fraud or abuse, and complete fraud referrals as appropriate.

#### C. Case Reviews

- a. Participate in any Federal, State or Douglas audits or performance reviews, and allow access to all related records and systems, including an on-site visit if requested. If an audit or review results in a corrective action plan, Arapahoe shall develop such plan, obtain Douglas approval, and implement it by the defined

deadline. If such an audit or review results in a financial penalty for Douglas, Arapahoe shall be expected to reimburse Douglas. Arapahoe's liability is at least the amount of any sanction(s) incurred by Douglas County as a result of an audit or review, no matter when the audit occurs, based upon Arapahoe's failure to take any timely required action in compliance with program requirements and/or this contract.

- b. As part of a complete invoice, perform written BCA case reviews as follows:
  - i. Arapahoe supervisor will review at least one case per quarter over the course of this Agreement that represents various months and case types. Should any findings occur, case corrections are to be made within five (5) business days.
  - ii. Maintain processing timeliness standard of 100% and a case quality standard of 90% or better.
- c. As part of a complete invoice, perform written Youth Employment case reviews as follows:
  - i. Arapahoe supervisor will review at least one case per month. Should any findings occur, case corrections are to be made within five (5) business days.
  - ii. Maintain a case quality standard of 90% or better.
- d. Failure to complete case reviews in either service area (See 19. BREACH OF CONTRACT) is sufficient grounds for termination.
  - i. In the first instance of missed monthly or quarterly case reviews, a penalty equal to \$250 per number of cases that should have been reviewed will be applied to the next available payment to Arapahoe;
  - ii. In the second instance of missed monthly or quarterly case reviews, Douglas may elect to terminate the Agreement per Recital 11., and/or apply a penalty equal to an additional \$500 per number of cases that should have been reviewed;
  - iii. In the third instance of missed monthly or quarterly case reviews, Douglas will notice Arapahoe of breach of contract and provide notice of Agreement termination, and apply a penalty equal to an additional \$750 per number of cases that should have been reviewed.
  - iv. Nothing in this part assumes
    - 1. failure to complete case reviews is the only action that could be considered breach of contract or lead to Agreement termination,
    - 2. Douglas is required to allow three instances of no case reviews before the Agreement may be terminated, or
    - 3. that penalty payments are not due and owing even if for some reason no subsequent payment exists.

#### D. Work Locations, Facilities and Space

- a. Generally perform work will be performed at: 1) 6964 S. Lima Street, Centennial, and 2) 4400 Castleton Court, Castle Rock. Case Managers may meet clients at other locations, e.g., the client's home or work site, or some other public meeting place on a case by case basis. However, this work location exception does not

include the Case Manager working from home unless this Agreement is amended as such in advance.

- b. Arapahoe will have at their location reasonable accommodations in place and maintain adequate space, staff and operations throughout the Agreement. This includes but is not limited to adequate technological infrastructure and the ability to obtain computer system access to the Colorado Department of Human Services (CDHS) portal, Douglas County network and electronic content management (ECM) system, and any other needed third party systems, and be able to support its own infrastructure.
- c. Arapahoe will also provide services at a Douglas County location and any additional off-site location as mutually agreed upon consistent with D. a. above. For services rendered in a Douglas County building, the following will be included at no cost to Arapahoe:
  - i. Desk space for staff which includes a computer and phone,
  - ii. Access to all needed Douglas County, State and third party computer systems,
  - iii. Access to needed office supplies and equipment,
  - iv. Client interview and meeting space
- c. Any additional items, equipment, services or materials will not be paid by Douglas unless specifically included in the agreed upon rate.

#### E. Staffing Requirements

- a. Arapahoe's line staff will have at least one (1) year of case management experience, and supervisory staff will have at least two (2) years of case management.
- b. Staff will be dedicated to this project at the time the Agreement is initiated, and coverage must be provided for these services without regard to staff turnover. Arapahoe will recruit and train staff as needed within a reasonable timeframe.

#### F. Temporary Assistance for Needy Families (TANF) Eligibility

- a. The Department will determine TANF eligibility for Basic Cash Assistance (BCA) clients.
- b. For Youth Employment, Arapahoe will verify TANF eligibility every 6 months by having the required household members (anyone 18 and over) complete a new affidavit.
- c. TANF eligibility is as follows:
  - The Federal Temporary Assistance to Needy Families (TANF) or Colorado Works program permits the use of federal funds as long as they relate to one or more of the four federal purposes:
    - a) To provide assistance to needy families so that children may be cared for in their own homes or the homes of relatives;
    - b) To end the dependence of needy parents on government benefits by promoting job preparation, work, and marriage;
    - c) To prevent and reduce out-of-wedlock pregnancies and to establish annual goals for preventing and reducing the incidence of these pregnancies; and



- d) To encourage the formation and maintenance of two-parent families.
- TANF/Colorado Works eligible clients must meet the criteria listed below:
  - a) individuals must be lawfully present (and any one receiving services 18 or older must sign the affidavit of lawful presence), AND
  - b) family gross annual income is at or below \$75,000 with a dependent child in the home, OR
  - c) any individual or family, regardless of income, if the service/support being provided is intended to address TANF/Colorado Works purposes c) and d) in the item above.

#### G. Outcomes and Reporting

- a. As part of a complete invoice, Arapahoe will provide the BCA monthly report identified in Attachment 4. In addition to this monthly report, Arapahoe will also provide as part of a complete invoice:
  - i. follow-up/status of customer service calls and case review information, and
  - ii. case review data for both service areas including but that may not be limited to:
    - 1) number of completed case reviews
    - 2) types of errors found
    - 3) corrective action steps
    - 4) quality and accuracy percentages as discussed in C. Case Reviews.
- b. As part of a complete invoice, Arapahoe will provide a Youth Employment monthly report that will include, but may not be limited to:
  - i. Number of cases in current caseload
  - ii. Number of new cases and referral source
  - iii. Number of case closures with reasons
  - iv. Number and type of contacts by case
  - v. Number and types of barriers facing person/family
  - vi. Assessment findings summary
  - vii. Number, type cost of supports provided by case
  - viii. Number and type of referrals provided
  - ix. Wage rate at time case management began and at every interval if it changes throughout the service
  - x. follow-up/status of customer service calls and case review information, and
  - xi. case review data for both service areas including but that may not be limited to:
    - 1) number of completed case reviews
    - 2) types of errors found
    - 3) corrective action steps
    - 4) quality and accuracy percentages as discussed in C. Case Reviews.

- c. For BCA, although Arapahoe/Douglas Works! strives to achieve 100% employment, for this Agreement Arapahoe will obtain and maintain the Federal Work Participation Rates (55% for single-parent families and 90% for two-parent families) on an average monthly basis where applicable. Case Management services should focus on addressing client barriers to self-sufficiency and achieve outcomes such as employment, increased skills and/or educational levels. Contractors are required to meet any changes in the federal participation rate during the course of the contract period.
- d. For BCA, Arapahoe will meet a minimum of 10% employment entry outcomes each month.
  - i. To be counted toward meeting the employment outcomes a participant must be in one of the following activities:
    - 51 JE Full Time Employment
    - 52 PT Part Time Employment
    - 95 SU Subsidized Employment
    - 53 TT Temporary Employment
    - 54 OT On-the-Job Training
    - 69 WS Work Study
  - ii. Or have a Work Activity Outcome of:
    - 17 Gained Employment
    - 18 Gained Full Time Employment w/ Benefits
    - 61 Gained Full Time Employment w/ Benefits
    - 60 Gained Full Time Employment
    - 20 Gained Part Time Employment w/ Benefits
    - 63 Gained Part Time Employment w/ Benefits
    - 19 Gained Part Time Employment
    - 62 Gained Part Time Employment
    - 77 Gained Subsidized Employment
    - 78 Gained Employment - Reported by Client, Unverified
    - 21 Hired by SU/OJT Employer

#### H. Basic Cash Assistance (BCA) Services

- a. Serve approximately 18 – 20 one-parent cases and four two-parent cases.
- b. Provide case management, crisis intervention, information, and referral services for all clients as appropriate.
- c. For all referrals, make contact within five (5) workdays of receipt of the referral at least ninety-five percent (95%) of the time. Once a referral is made, Arapahoe will conduct initial assessments, as well as ongoing assessments as needed, to determine client strengths and barriers to self-sufficiency. Assessments will lead contractor to developing appropriate, individualized service plans to include referrals to community partners, supportive services and a current, measurable Individual Responsibility Contract (IRC). IRCs are to be completed within five (5) days of program eligibility determination.
- d. Develop IRCs, as required, that are client-centered, realistic, specific, measurable and address specific barriers disclosed at assessment. IRCs are entered into the Colorado Benefits Management System (CBMS).

- e. Encourage and promote clients' ability to successfully meet IRC terms and conditions to ensure continuation of benefits and successful completion of the Colorado Works program. Assist all clients in addressing and overcoming barriers to self-sufficiency.
- f. Promptly communicate any compliance concerns with eligibility workers and/or referral source so as to assist client in resolving such issues and encouraging appropriate conflict resolution strategies.
- g. Establish meeting times with clients on a weekly, semi-monthly or monthly basis, depending on the severity of self-sufficiency barriers, client needs and level of support needed from the Department to help clients overcome barriers.
- h. Collaborate to provide integrated services between other units such as Eligibility (Food Assistance, Medicaid, Low-Income Energy Assistance, and Child Care), Child Welfare, Child Support Enforcement, and other community partners providing client services. Communicate with Department staff to avoid any disruption in benefits that may occur. Coordinate with Douglas and clients to ensure all necessary paperwork is turned in timely so as to ensure benefits can be issued timely.
- i. Recommend supportive service and IRC bonus recommendations and payments, obtain necessary documentation, and enter into CBMS.
- j. Maintain open lines of communication and coordinate treatment planning with other agencies. Advocate on client's behalf to ensure appropriate services with community partners are put in place when authorization to release information has been signed by client.
- k. Complete referrals on behalf of clients needing additional assistance from Douglas, as well as referrals to community partners in order to connect families in need with appropriate services and supports. Manage resources including supportive service payments and arranging for services that lead to client self-sufficiency within specified time frames.
- l. Ensure that all client cases follow FLSA regulations, and that Arapahoe accurately determines and enters calculations and payments.
- m. Provide 30 days post-employment services to clients immediately following case closure.
- n. Notify Douglas immediately of any potential client appeals, consumer complaints, contractor employee issues related to the contract, and/or claims of discrimination. Prepare written documentation, statistical reports and/or other materials needed for a Department review and/or Administrative Court review. Support Douglas in any dispute resolution process that may occur.

#### I. Youth Employment Services

- a. Contractor will provide dedicated job coach case management services to work with individuals and young parents (15-25 years old) to provide intensive case management, job coaching, job skill training and education, subsidized employment, and independent living skills. These services will be provided to TANF eligible individuals and families with particular attention to high-risk youth in the Colorado Works and Child Welfare systems. This work is intended to: 1) create long-term, stable careers, 2) achieve self-sufficiency, and 3) reduce generational poverty.

- b. Arapahoe will work with Douglas to create and reinforce an employment-focused perspective among all employees and community referring partners. Douglas employees will be trained on current models of employment-focused practice, communicating the message of work as the critical component to breaking the cycle of poverty, and best practices in working with youth. Arapahoe Case Manager will receive training specific to moving families forward, how to place clients in employment more expeditiously, and how to follow job market conditions and trends. Additionally, Arapahoe Case Manager will be trained on how to use a youth employment assessment tool, and interviewing and assessment skills/techniques specific to youth.
- c. Arapahoe will accept referrals from Douglas and other community stakeholders such as, Douglas County Youth Initiative, Douglas County Schools Teen Parent Program, and any agency involved in the Douglas County Community of Care Network.
- d. The referring party will complete the appropriate form. (See Attachment 5.) Prior to completing any work for a referred person, Contractor must obtain a completed TANF affidavit that demonstrates TANF eligibility. (See Attachment 6.) If Arapahoe has any concerns about a person's or family's TANF eligibility, they should contact Douglas in advance of beginning any services or work.
- e. All youth will receive an orientation. Orientations will clearly emphasize that this is an employment program, the benefits of employment and the assistance that will be provided in order to assist youth with job search, securing employment, as well as training in developing a long-term career path.
- f. A comprehensive assessment will be completed for all youth. Arapahoe will provide intensive case management through their ADW! Job Coach/Case Manager, as well as leverage services already in place in ADW!'s Youth in the Works program.
- g. Service delivery will be integrated between all agencies/departments assisting participants.
- h. Services may need to be provided at a community location, e.g., the client's home, school or worksite, or some other location.
- i. Services include:
  - i. Job readiness and job search, including effective resume development,
  - ii. Skill building, including learning appropriate workplace behaviors, conflict resolution, and presentation skills,
  - iii. Assistance with obtaining supportive services, e.g., housing, transportation, work uniforms, training and certificate programs, and obtaining credentials,
  - iv. Job development and placement,
  - v. Job retention and advancement,
  - vi. Subsidized employment,
  - vii. independent living skills,
  - viii. financial literacy and planning,
  - ix. family planning,
  - x. child development education, and
  - xi. Post-employment follow-up and services.

For all work Douglas shall:

- A. Promptly notify Arapahoe of all pertinent changes in the program including, but not limited to, changes in applicable law or regulations; changes in the eligibility requirements; availability of funds; changes in computer system requirements; and changes in data collection requirements.
- B. Facilitate communications and problem resolution between clients, community partners and Douglas employees.
- C. Provide Arapahoe with access to the State, Douglas and third party computer systems as necessary.
- D. Be able to request that a specific individual be removed from working on Douglas County cases should their performance or customer service warrant it; in the event of a conflict of interest; for misuse of any client data or misuse of system access; or breach of client confidentiality or data.
- E. Manage all civil rights complaints.
- F. Monitor Arapahoe's performance which includes, but may not be limited to:
  - a. customer service with both clients and other stakeholders,
  - b. evaluation of complaints and resolution,
  - c. review of billing processes and determination of allowable of expenses,
  - d. review overall contract compliance (which is separate from the more frequent and ongoing client related meetings), and
  - e. review of case work as deemed necessary.

**Exhibit B**  
**METHOD OF PAYMENT**

- A. For services outlined in Exhibit A, Arapahoe shall generate a complete invoice monthly that is sufficiently detailed as outlined by Douglas to substantiate expenses and support service provision, and maintain all documentation in an organized and auditable manner for four (4) years.
- B. Payments under this Agreement shall not exceed the maximum contract expenditure for the term. Arapahoe shall bill monthly for services rendered. No pre-payments or advances will be made.
- C. Arapahoe will be reimbursed for services rendered as outlined in Exhibit A to the Department's satisfaction.
  - a. The Contract maximum noted in Recital 3. is generally intended to cover both services as follows: 1) Basic Cash Assistance = \$50,000.00, 2) Youth Employment = \$76,393.35. Up to \$10,000 may be transferred from BCA to Youth Employment without pre-approval by the Department. In the Youth Employment area, funds may be moved from one of the expense types to another as long as:
    - i. the maximum contract expenditure is not exceeded, and
    - ii. no more than 10% of these items in the Youth Employment budget are transferred to salaries/benefits, supplies/outreach/training, or cell phone:
      - 1. subsidized employment,
      - 2. client training, and
      - 3. client transportation.
  - b. For BCA, Arapahoe may invoice Douglas \$2,500.00 per single-adult household per occurrence, and \$4,000.00 per two-adult household per occurrence. An "occurrence" is defined as a referral made for a new case and worked by Arapahoe. If a case closes and then reopens within 365 days, this is considered the same occurrence and no additional fee may be charged. Arapahoe may not bill for services if the client does not attend their intake appointment with Arapahoe/Douglas Works! and/or the case closes within 30 days of the referral. This is considered an all-inclusive rate and no additional costs, fees, or expenses may be invoiced to this Agreement. Arapahoe may not invoice for cases carried over from the prior contract into this one as those referrals were already paid.
  - c. For Youth Employment, Arapahoe may invoice Douglas as follows:

Expenditure Type	Amount
Job Coach/Case Manager Salary and Benefits (incumbent is 75% Douglas TANF funded)	\$ 28,673.86
Supplies, Outreach Materials, Training Materials	\$ 2,479.66
Cell Phone for Job Coach	\$ 1,239.83
Work-based learning activities	\$ 20,000.00
Client training/education, certification programs, credentials, e.g., uniforms, tools, books/supplies for school or work	\$ 12,540.00
Client transportation & housing assistance	\$ 12,000.00
Total	\$ 76,393.35

D. No computer hardware or software may be purchased under this contract. The following assets apply to the discussion in Recital 10.

Date	Item	Douglas County Asset Number	Status
To be delivered by 7/1/16	Dell Workstation	917825	Mohamed Farah
To be delivered by 7/1/16	Fujitsu Scanner	918359	Mohamed Farah
To be delivered by 7/1/16	Gateway Monitor	908054	Mohamed Farah

- E. In the event that any costs are shared by multiple clients or a cost is shared across two or more Agreements with Douglas County, Arapahoe must prorate the expense(s). The Department will only reimburse for the portion of the expense incurred for the execution of this Agreement. Arapahoe may not bill Douglas for any cost, fee or expense not outlined above.
- F. If Arapahoe elects to simultaneously use any of the same staff people for this Agreement as another Agreement with the Department, Arapahoe must provide documentation that clearly identifies that Arapahoe is not receiving more reimbursement for that expense than the appropriate share for each Agreement.
- G. Invoices must be submitted by the 15<sup>th</sup> of each month subsequent to the month services were provided except June 2018 must be received by 12:00 noon July 7, 2018. Invoices and all back-up documentation may be: 1) uploaded to the County's secure file transfer site, or 2) mailed to:

Douglas County Human Services  
4400 Castleton Court, #107  
Castle Rock, CO 80109  
Attn: Business Office
- H. Complete invoices not received within the specified timeframe may be denied for payment. Continual failure to comply with invoicing and reporting requirements may constitute breach of contract. Failure to provide any element of the required monthly reports or a reasonably substantive report is defined as an incomplete invoice and will result in non-payment until the report is provided or completed.



**Exhibit C**  
**INSURANCE REQUIREMENTS**

Insurance.

1. The Consultant agrees to procure and maintain with insurers with an A- or better rating as determined by A.M. Best's Key Rating Guide, at its own expense, the following policies of insurance:

(a) **Workers' Compensation Insurance & Employers Liability** to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with the following limits:

Workers' Compensation:	Statutory
Employers' Liability:	\$1,000,000

(b) **Commercial General Liability** insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) aggregate. This insurance will apply as primary insurance. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for Contractual and employee acts), blanket Contractual, independent Contractors, products, and completed operations. The policy will contain a severability of interests provision.

(c) **Commercial Automobile Liability** insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence with respect to each of Consultant's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy will contain a severability of interests provision.

(d) **Professional Liability/Errors and Omissions Insurance** coverage for any negligent act, error, or omission arising out of the performance of professional services under this Contract in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). Consultant shall maintain such coverage for at least two (2) years from the termination of this Contract.

2. **Certificates of Insurance.** The required Commercial General Liability and Commercial Automobile Liability policies will name Douglas County, its officers and employees as additional insured and provide for a waiver of subrogation in favor of Douglas County Colorado. The required Workers' Compensation and Professional Liability Insurance policies will name Douglas County as a Certificate Holder. The certificate(s) of insurance will be attached to this Contract as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect. Any notices, within 20 days of cancellation, termination, or material change will be sent to:

Megan Datwyler  
Douglas County

Risk Management  
100 Third Street  
Castle Rock, Colorado 80104

3. **Right to Review, Revise and Reject.** Douglas County reserves the right to request and receive a certified copy of any policy and any endorsement(s) thereto. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally. Failure on the part of the Consultant to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of Contract upon which Douglas County may immediately terminate this Contract.

4. **Failure to Procure or Maintain Insurance.** The Consultant will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the Consultant to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of Contract upon which Douglas County may immediately terminate this Contract.

5. **Deductibles and Coinsurance.** The Consultant agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. The Consultant will indemnify Douglas County, in full, for any amounts related to the above.

6. **Governmental Immunity.** The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations (presently \$300,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Douglas County, its officers, or its employees.

Approved by: \_\_\_\_\_

Megan Datwyler  
Risk Manager

**Attachment 1**  
**DEPARTMENT'S VISION, MISSION, AND VALUES**

VISION

An informed community that is safe, connected and thriving.

MISSION

Engaging and partnering with our community to achieve safety and self-sufficiency.

VALUES

Integrity  
Respect  
Accountability  
Compassion  
Innovation  
Collaboration

**Attachment 2**  
**NON-DISCLOSURE AGREEMENT**

Contractor must have each person assigned to work under this Agreement sign the Nondisclosure Agreement prior to any work being performed.

Print off the following two pages, sign and date the Nondisclosure Agreement, and return one original for each person.

This Nondisclosure Agreement (the "Agreement") is entered into by and between Douglas County Government with its principal offices at Castle Rock, CO, ("[Disclosing Party](#)") and

\_\_\_\_\_ of  
(printed name)

\_\_\_\_\_  
(employer's name)

("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. [Definition of Confidential Information](#). For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a written notice indicating that such oral communication constituted Confidential Information.

2. [Exclusions from Confidential Information](#). Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; (d) is disclosed by Receiving Party with Disclosing Party's prior written approval; or (e) when the County is subject to a Court Order to release the confidential information pursuant to the Colorado Open Records Act (CORA).

3. [Obligations of Receiving Party](#). Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to

Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. [Time Periods](#). The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. [Relationships](#). Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. [Severability](#). If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

7. [Integration](#). This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. [Waiver](#). The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has [signed](#) this Agreement through its authorized representative.

---

Douglas County Chief Information Officer

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

---

(hand written signature)

---

(Employer name and address)

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

### **Attachment 3**

## **COUNTY'S AND DEPARTMENT'S CONFLICT OF INTEREST POLICIES**

### County Policy

County employees may not use privileged information or exert any undue influence as a result of his/her relationship with the County for personal gain or benefit or to benefit relatives, friends, and other acquaintances.

If an employee or employee's family has any interest (including, but not limited to, serving as partner, stockholder, manager or employee) in any business that sells products or services to the County or if an employee has access to County information that may be used for private gain, the employee shall advise his/her Department Official in writing of such interest. The Department Official shall determine whether a conflict of interest exists and shall then advise the employee, employee's supervisor and Human Resources. If such a conflict is found to exist, the employee shall be given the option of terminating either employment with the County or interest in the business.

### Department Policy

#### **1.0 Policy Statement**

The Department administers various programs and services funded with federal, state, local and private funds. The delivery of these services often involves sensitive and confidential information, and may also include the receipt or distribution of funds/payments. Some of the programs/services provided may be for individuals/families known to one or more of the Department's employees. It is furthermore possible that Department employees or their family members are program/service recipients, e.g., apply for benefits, have a child support order or have a child protection referral/case.

Due to the nature of the Department's involvement in the processing and management of benefits/services and our commitment to work within the County's expectations of ethical behavior, Department staff will not participate in the processing and/or ongoing management of any case for which there is a conflict of interest. This procedure applies to all pending, open and closed cases.

#### **2.0 Definitions**

Conflict of interest cases include, but may not be limited to, any referral, application or case for the Department employee's:

- 1.) self,
- 2.) immediate and extended family (including biological or adoptive, in-laws, ex-spouses or ex-step children),
- 3.) God children, foster children, or children with legal guardianship,

- 4.) boyfriend/girlfriend or roommate (and their children or family),
- 5.) friends or acquaintances, or
- 6.) any other individual/family deemed to be in conflict by the Division Manager, Department Director, County Manager, Deputy County Manager or any of the County Commissioners.

A referral/application/case for any Department or County employee may be deemed to be “sensitive” (e.g., a unique relationship or set of circumstances exists) and as such treated as a conflict of interest case. The term “system” includes any electronic system/device used by the Department or County, including computer, email, fax or phone. The term “file” includes any documentation or information (whether verbal or written and regardless both paper and electronic/digital) related to the referral, application, processing, and ongoing maintenance of the case.

### **3.0 Department Employee Applications**

If a Department employee wishes to apply for benefits/services provided by the Department, he/she must submit the application to his/her supervisor, manager, or director. The application will be assigned and processed as appropriate. All application/case related activity, including interviews and/or follow-up, must be done on the employee’s time.

### **4.0 Employee Case Maintenance**

If a Department employee is approved for/receives any benefit/service provided by the Department, the ongoing case file will be maintained by the employee’s supervisor, manager, or director. All ongoing communications will be through that person or the individual designated by the supervisor, manager, or director. All application/case related activity, including interviews and/or follow-up, must be done on the employee’s time.

### **5.0 Employee Responsibility**

If an identified conflict of interest case is known to the Department, it will be assigned to an appropriate individual. *Since it is impossible for the Department to be aware of all existing or possible conflict of interest cases, it is each Department employees’ responsibility to immediately identify such cases for his/her supervisor, manager, or director. Failure to report a conflict of interest case may result in disciplinary action, up to and including termination.*

### **6.0 Information or System Access**

For any conflict of interest case, no Department employee, except for the individual(s) expressly authorized by the supervisor, manager, or director, may:

- 1.) access, edit or amend in any way any document or information related to or contained within the case paper file or electronic system, or
- 2.) discuss or otherwise participate in the application or ongoing maintenance of the case, or



- 3.) research or give program/policy related advise on the case, or
- 4.) print off system notices, forms or documents or otherwise obtain system information, or
- 5.) return phone calls, emails or other communication from individuals with a conflict of interest case.

*Engaging in any of the above will result in disciplinary action, up to and including termination.*

## **7.0 Other County Involvement**

The Department may elect to have another county Department process the referral or application and maintain the case if approved/appropriate.

## **8.0 Appeals and Complaints**

All appeals and complaints will be forwarded to the Administrative Services Division Manager. If the referral/application/case represents a conflict of interest for that individual, the referral/application/case may be forwarded to a supervisor, manager, or director. The director may ask that the appeal be managed by the County Attorney's Office or another county.

## **9.0 File Storage**

The paper file for all conflict of interest case will be maintained by the supervisor, manager or director as appropriate.

## **10.0 Cash and Electronic Benefits Transfer (EBT) Cards**

No employee may accept or handle in any manner cash or a cash equivalent, e.g., EBT card, for anyone with whom they have a conflict of interest.

## **11.0 Reporting Fraud**

Anyone may report concerns about possible fraud to any of the following:

- 1-877-WFINFO-1 (Colorado Department of Human Services Hotline)
- Ethics Point 1-888-337-3094 or [www.ethicspoint.com](http://www.ethicspoint.com) (Douglas County Fraud Hotline)
- Department of Human Services Investigator (refer to the Investigation Policy/Procedure)
- Any other reasonable contact such as law enforcement, or County Administration or County Human Resources

#### **Attachment 4 REPORT**

The report is completed in Excel and will be posted to Douglas' secure file transfer site along with the monthly invoice. The following pages provide a screen shot of the actual tab for each month and the cumulative yearly tab. The Excel file will be provided to Arapahoe by the start date of this Agreement.

July TANF Report Card				
New Referral Statistics			New Referrals	
			Kept Initial IRC	
			Missed Initial IRC	
			% Initial Participation	#DIV/0!
			Good Cause Granted	
			Denials	
			Withdrew	
			Rescheduled Initial IRC (count in month of rescheduled appt.)	
			% Kept Rescheduled Appointment	
			Recidivism	
			FWPR / CBMS Components	Active Countable (By Primary
Unsubsidized Employment (JE, PT, TT)				
On-The-Job Training (OT)				
Job Search & Job Readiness (6 weeks max) (JS)				
CWEP/Work Experience (CP, PW)				
Community Service (CS)				
Vocational Education (VE)				
GED Program ( GD) or high School (HS)				
TOTAL FWPR COUNTABLE ACTIVITIES	0			
(Non-Countable) Total County Defined Activities (CO)				
Sanction/Non-Compliance			Child Support Sanction	
			Conciliation (CN)	
			1st Sanction	
			2nd Sanction	
			3rd Sanction	
State Measurables			FWPR Numerator	
			FWPR Denominator	
			FWPR Percentage	#DIV/0!
TANF Clock			0 - 24 months	
			25 - 29 months	
			30 - 59 months	
			60+ months	

TANF REPORT CARD		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD Totals
New Referral Statistics	New Referrals	0	0	0	0	0	0	0	0	0	0	0	0	0
	Kept Initial IRC	0	0	0	0	0	0	0	0	0	0	0	0	0
	Missed Initial IRC	0	0	0	0	0	0	0	0	0	0	0	0	0
	% Initial Participation	#DIV/0!	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Good Cause Granted	0	0	0	0	0	0	0	0	0	0	0	0	0
	Denials	0	0	0	0	0	0	0	0	0	0	0	0	0
	Withdrew	0	0	0	0	0	0	0	0	0	0	0	0	0
	Rescheduled Initial IRC (count in month of rescheduled appt.)	0	0	0	0	0	0	0	0	0	0	0	0	0
	% Kept Rescheduled Appointment	0	0	0	0	0	0	0	0	0	0	0	0	0
	Recidivism	0	0	0	0	0	0	0	0	0	0	0	0	0
FWPR / CEBS Components Active Countable (By Primary Core Activities)	Total Case Count	0	0	0	0	0	0	0	0	0	0	0	0	0
	Unsubsidized Employment (JE, PT, TT)	0	0	0	0	0	0	0	0	0	0	0	0	0
	On-The-Job Training (OT)	0	0	0	0	0	0	0	0	0	0	0	0	0
	Job Search & Job Readiness (6 weeks max) (JS)	0	0	0	0	0	0	0	0	0	0	0	0	0
	CWEP/Work Experience (CP, PW)	0	0	0	0	0	0	0	0	0	0	0	0	0
	Community Service (CS)	0	0	0	0	0	0	0	0	0	0	0	0	0
	Vocational Education (VE)	0	0	0	0	0	0	0	0	0	0	0	0	0
	GED Program ( GD) or high School (HS)	0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL FWPR COUNTABLE ACTIVITIES	0	0	0	0	0	0	0	0	0	0	0	0	0
	(Non-Countable) Total County Defined Activities (CO)	0	0	0	0	0	0	0	0	0	0	0	0	0
Sanction/Non-Compliance	Child Support Sanction	0	0	0	0	0	0	0	0	0	0	0	0	0
	Conciliation (CN)	0	0	0	0	0	0	0	0	0	0	0	0	0
	1st Sanction	0	0	0	0	0	0	0	0	0	0	0	0	0
	2nd Sanction	0	0	0	0	0	0	0	0	0	0	0	0	0
State Measurables	3rd Sanction	0	0	0	0	0	0	0	0	0	0	0	0	0
	FWPR Numerator	0	0	0	0	0	0	0	0	0	0	0	0	0
	FWPR Denominator	0	0	0	0	0	0	0	0	0	0	0	0	0
	FWPR Percentage	#DIV/0!	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

**ATTACHMENT 5  
REFERRAL FORM**

**(See following page.)**



## Referral to Youth Program

### **REFERRAL INFORMATION:**

Date of Referral: \_\_\_\_\_ Current Program (i.e. TANF, FA, Foster Care, etc.): \_\_\_\_\_

Participant Name: \_\_\_\_\_ Phone#: \_\_\_\_\_

Participant age: \_\_\_\_\_

Social Security Card? \_\_\_\_\_ Forms of ID? \_\_\_\_\_

Registered in Connecting Colorado: \_\_\_\_\_ Workforce Specialist: \_\_\_\_\_

### **PARTNERING AGENCY :**

### **CASEWORKER INFORMATION:**

Name: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Next Family Partnership/Permanency Roundtable Meeting: \_\_\_\_\_

### **ASSESSMENT INFORMATION:**

Strengths: \_\_\_\_\_

Significant Barriers (i.e. income, documented barrier): \_\_\_\_\_

Employment history, if applicable: \_\_\_\_\_

Highest Level of Education: \_\_\_\_\_

If transportation is an issue, please list limitations: \_\_\_\_\_

Additional comments by referring specialist: \_\_\_\_\_

## **ATTACHMENT 6 COLORADO WORKS ELIGIBILITY AFFIDAVIT**

The form found on the next page must be completed by anyone who is 18 or over in a household for which reimbursement will be requested.

## Colorado Works Eligibility Affidavit

### Receipt of Colorado Works (TANF):

- ☐ I am currently receiving Colorado Works (TANF) Basic Cash Assistance  
☐ I am not currently receiving Colorado Works (TANF) Basic Cash Assistance from any Colorado County

### Residency in the United State (Please check one box below):

- ☐ I am citizen of the United States, or  
☐ I am a Permanent Resident of the United States, or  
☐ I can verify lawful presence in the United States, pursuant to state law, or  
☐ None of the above

### Family Income:

- ☐ Less than \$75,000/year  
☐ Greater than \$75,000/year

### Family:

# of adult (18 and over) members in household \_\_\_\_\_  
# of children (under age 18) \_\_\_\_\_  
# of biological or legally adopted children (under age 18) who do not live in your house \_\_\_\_\_

### Race/Ethnicity (Optional):

White \_\_\_\_\_ Black/African American \_\_\_\_\_  
American Indian/Alaskan Native \_\_\_\_\_ Asian \_\_\_\_\_  
Native Hawaiian/Other Pacific Islander \_\_\_\_\_  
Other: (Please specify) \_\_\_\_\_

**Ethnicity (Optional):** Hispanic \_\_\_\_\_ Non-Hispanic \_\_\_\_\_

**County of Residence:** \_\_\_\_\_

## AFFIDAVIT

I, \_\_\_\_\_, do hereby declare and represent the information provided above to be TRUE and CORRECT to the best of my knowledge on this date signed below. The information you provided above could be subject to verification.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_





## Board Summary Report

**Date:** May 17, 2017

**To:** Board of County Commissioners

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

**From:** Olga Fajaros, Budget & Logistics Manager

**Subject:** Amendment #1 to the Original Contract 17 IHJA 87797 between Arapahoe County and State of Colorado

### Request and Recommendation

Request the Board of County Commissioners to ratify the Sheriff's signature on the Contract Amendment #1 to the Original Contract 17 IHJA 97934 between Arapahoe County and the State of Colorado ("State"), amending and extending the Jail-Based Behavioral Health Services Grant.

### Background

In 2016, the Arapahoe County Sheriff's Office ("ACSO") was awarded a grant by the State, acting by and through the Department of Human Services, Office of Behavioral Health ("OBH"). The grant funds the Jail-Based Behavioral Health Services ("JBBS") program offered to inmates at the ASCO Detention Facility. The State has offered to increase the 2016-2017 JBBS grant to cover expenses for Grant Year 2017-2018, adding slight amendments to the original contract.

### Links to Align Arapahoe

Improve Services

### Discussion

ACSO received the Amendment from the State on Monday, May 15, 2017 with a strict deadline for ACSO to return it to the Office of Behavioral Health by Friday, May 19, 2017. Since this was too little time to submit the Amendment to the Board of County Commissioners (BoCC) at a Public Meeting, Sheriff David C. Walcher signed the Amendment (with verbal approval from the Board Chair) on behalf of the County so the State's deadline could be met. ACSO now requests the BoCC ratify his signature on the Contract Amendment #1.

Contract Amendment #1 serves five main functions:

1. It extends the grant through June 30, 2018;
2. It provides a budget of \$354,906 for Grant Year 2017-2018;
3. Revises Exhibit A – Statement of Work;
4. Revises Exhibit E - Performance Measures and Incentives for SFY18;
5. Adds Exhibit H - Supplemental Miscellaneous Provisions.

**Alternatives**

The only alternative is to not accept the grant and not continue the program.

**Fiscal Impact**

All costs associated with the grant will be funded by the grant.

**Concurrence**

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

**Reviewed By:**

**Olga Fajaros, 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 ratify the signature of David C. Walcher, Arapahoe county Sheriff, on the Contract Amendment #1 to the Original Contract 17 IHJA 87797 by and between Arapahoe County and the State of Colorado, amending and extending the Jail-Based Behavioral Health Services Grant pursuant to the terms contained therein.

The vote was:

Commissioner Baker, ; Commissioner Conti, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.

# CONTRACT AMENDMENT #1

## SIGNATURE AND COVER PAGE

<b>State Agency</b> State of Colorado for the use and benefit of Department of Human Services, Office of Behavioral Health	<b>Original Contract Number</b> 17 IHJA 87797
<b>Contractor</b> Arapahoe County Colorado	<b>Amendment Contract Number</b> 18 IHJA 97934
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 2017 \$350,000 Extension Terms State Fiscal Year 2018 \$354,906 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$704,906	<b>Contract Performance Beginning Date</b> 7/1/2016  <b>Current Contract Expiration Date</b> 6/30/2018

## THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<b>CONTRACTOR</b> Arapahoe County Colorado          By: David Walcher, Sheriff   Date: _____	<b>STATE OF COLORADO</b> John W. Hickenlooper, Governor State of Colorado for the use and benefit of Department of Human Services, Office of Behavioral Health          By: Michael Skorupka, JD, MBA Deputy Director, Office of Behavioral Health   Date: _____
--	--

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

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

By: \_\_\_\_\_  
Clint Woodruff / Valri Gimple

Amendment Effective Date: \_\_\_\_\_

**1. PARTIES**

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

**2. TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in §3.B of this Amendment.

**B. Amendment Term**

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2017, whichever is later and shall terminate on the termination of the Contract.

**4. PURPOSE**

The purpose of this Amendment is to extend the end date of the Contract to 6/30/2018, revise the “Contract Price Not to Exceed” provision, and to amend effective 7/1/2017 certain stated and attached Contract Exhibits.

**5. MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. The attached: Amendment #1 to Exhibit A Statement of Work (Effective 7/1/2017); Amendment #1 - Exhibit B-1, Budget (Effective 7/1/2017); Amendment #1 - Revised Exhibit E – Performance Measures and Incentives for SFY18 (Effective 7/1/2017); and, Contract Exhibit H - Supplemental Miscellaneous Provisions are hereby added to the Contract. Original Contract Exhibits B and E shall apply only to SFY17.

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the

provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

(end of Page 3)

**Amendment #1 to Contract Exhibit A-1 Statement of Work  
(Effective 7/1/2017)  
Jail Based Behavioral Health Services**

**I. Goal/Purpose**

As used in this Amendment #1 to Exhibit A, the State and the Contractor together are referred to as the “Parties”.

This Amendment #1 to Exhibit A shall be supplemental and in addition to the terms, conditions and requirement of Contract Exhibit A.

The Parties understand and agree that the goal of the Jail Based Behavioral Health Services Program is to support county sheriffs in providing screening, assessment and treatment for substance use disorders and co-occurring substance use and mental health disorders as well as transition case management services to people who need such services while they are in jails. Through funds authorized by the Colorado General Assembly (SB 12-163), the Office of Behavioral Health (OBH) intends to continue funding the Jail Based Behavioral Health Services Programs.

**II. Objective(s)**

Sheriff Departments are eligible Contractors for said funds. County Sheriffs can develop programs either individually, or as multiple County Sheriff Departments submitting a combined work plan.

In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for adults (18 years of age and older) with substance use disorders or co-occurring substance use and mental health disorders. The Contractor in providing required services hereunder, shall utilize and maintain a partnership with local community provider(s) that are currently licensed by OBH, have the ability to provide services within the jail, and have the capacity to provide free or low cost services in the community to inmates upon release.

**III. Contractor’s Proposal as reflected in Contract Exhibit A, Statement of Work**

It is the intent of the Parties hereto to use and apply the Contractor’s “proposals” to State requirements (as set forth in the original Contract Exhibit A, Statement of Work) as affirmative work requirements of the Contractor. In that regard, the Parties understand and agree that the following interpretations and applications to the Contract shall be made in applying the said State requirements and Contractor’s Proposals as affirmative work requirements of the Contractor.

1. Informational statements and representations therein about the Contractor shall be interpreted as material representations of fact by the Contractor relied upon by the State in entering into the Contract.

2. Goals and objectives statements therein shall be interpreted as being material contractual performance requirements, outcomes, measures, and contract deliverables of the Contractor.
3. Proposed “action/active verb” statements therein shall be interpreted as material contractual required duties of the Contractor.
4. Proposed budget and pricing statements/information therein for the proposed work shall be interpreted and applied as contractual not-to-exceed pricing and cost-reimbursement budget requirements and obligations.
5. Proposed time statements for accomplishing the proposed work therein shall be interpreted and applied as required contractual time performance standards.

#### **IV. Activities/Services**

The Contractor shall submit an Annual Work Plan and budget via email for approval by the Offender Mental Health Services Program Manager by 5:00pm MST, April 1 each year, for the following state fiscal year contract period. No budget modifications may be submitted after May 1 each year. The Parties acknowledge that the Contractor has submitted to the State such Annual Work Plan for SFY18.

The work plan, once approved by OBH, shall be incorporated into this Contract by reference as work requirements of the Contractor supplemental to Contractor work requirements under the then current Contract Exhibit A, Statement of Work, as amended.

The Annual Work Plan shall specify the information in the following Sections IV.1 and IV.2.

##### **IV.1. Sheriff Office Requirements:**

- 1.1. Determine and provide an organizational structure designed to facilitate and promote effective administration of the program. Contractor shall assign a staff person from the Sheriff's Department to the role of a Program Manager to oversee the operations of the treatment subcontractors and should be well versed in the program's contractual requirements and participate in the JBBS Quarterly Meetings.
- 1.2. Indicate the counties to be served and the Sheriff's Department contacts for each jail if there are multiple jails receiving services.
- 1.3. Describe the capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs.
- 1.4. Provide culturally competent and appropriate services.
- 1.5. Describe the jail's ability to meet the needs of individuals who are physically challenged, deaf or hearing impaired, or blind.



- 1.6. Provide policies that reflect an ability to provide services in a manner that respects and protects client rights. This requirement includes providing the subcontractor with the required space to offer individual and group treatment services detailed under the Treatment Provision subsection.
- 1.7. Maintain support relationship with local probation departments.
- 1.8. Detail security protocol and reporting requirements expected from the subcontracted treatment provider. This includes determining the limits of confidentiality for information disclosed by individuals during the course of treatment as it applies to a jail setting and the safety of the jail.

#### **IV.2. Licensed Substance Use Disorder Treatment Requirements**

- 2.1. Services must be rendered by OBH-licensed agencies. Describe the provider's OBH Substance Use Treatment Provider number for the agency location under which the JBBS program will operate.
- 2.2. Document existing policies and procedures on how the treatment provider manages and maintains clinical records for the clients served at the outpatient community location. The provider must follow the same protocols and policies for record management for services offered in the jail, as the program is being authorized to operate under the provider's OBH outpatient services license.
- 2.3. Describe the ability to provide treatment based on an individualized treatment and/or transition plan based on screening, clinical and risk (LSI-R) assessments completed for the client within the past six months. The treatment / transition plan should incorporate the client's natural communities and pro-social supports.
- 2.4. Provide details on either available capacity for community based treatment through other funding streams to continue with the same provider in the community following release; or demonstrate an ability to interface with other agencies serving persons with substance use disorders or co-occurring mental illnesses, i.e., community mental health centers, substance use disorder treatment programs, service programs for Veterans and other community service agencies to meet the client's treatment needs.

Note: Treatment services in the community will not be funded by JBBS.

- 2.5. Describe the planning process to transition individuals from jail based services to appropriate behavioral health and other needed community services upon release from incarceration.
- 2.6. Describe the services to be provided by your program including:
  - a) Additional Program Admission Criteria. Per program authorizing legislation, individuals must have a substance use disorder and/or a co-occurring mental health disorder to be eligible to receive services under the JBBS program.
  - b) Screening process and screening tools to be utilized from the OBH approved screening tool options (see Data Reporting) to screen for mental health disorders, substance use disorders, trauma and traumatic brain injuries.
  - c) Summary of the continuum of services offered.
  - d) List of the modality of services and evidence based curricula utilized.
  - e) Process of incorporating of criminogenic risk factors in service and transitional case planning as determined from the Level of Supervision Inventory- Revised

- f) Frequency and duration of services offered.
- g) Availability of services during the week and hours of operation.
- h) Breakdown of staff time (FTE) allocated to the program, credentials and general duties of each position. For example Case Manager BA level 0.5 FTE and clinician licensed or CAC III 1.0 FTE.
- i) In jails where more than one treatment subcontractor is providing services, describe how client caseloads are assigned amongst the providers. Programs in this scenario will require a Business Associates Agreement or a Confidentiality Agreement to share assessments and screening. Describe the plan for making these agreements.
- j) Describe the service array available within the community to program participants upon their release from jail, including behavioral health services. The work plan must detail existing programs available to the clients upon release at the provider's agency locations in the community. The agency's programs available should be able to take on clients who are awaiting Medicaid approval or other funds to pay for initial treatment services.
- k) Describe which Recovery Support Services (approved list is attached) are most needed in the catchment area and how the provider or Sheriff's Department will use a portion of their budget to meet these needs.

#### IV.3. Data Reporting:

- I. Subcontracted treatment providers are continually required to report the following information in the OBH Jail Based Behavioral Health Services Civicore database. Data must reflect current client enrollment and services provided at the end of each calendar month to allow OBH staff to access data. The following data elements will be captured from the Civicore JBBS database:
  - a) Basic demographic information
  - b) Numbers of clients served
  - c) The types and quantities of services delivered
  - d) Number and percentage who successfully transition to community based services upon release
  - e) Program discharge outcomes
  - f) Prevalence data gathered from administering mental health, substance use disorder, risk assessment, trauma and traumatic brain injury screens
- II. Contractor shall utilize one of the following screening tools from each of the five categories listed below for all individuals referred to JBBS.

<b>Substance Use Disorder Screening</b>	<b>Mental Health Disorder Screening</b>	<b>Trauma Screening</b>	<b>Traumatic Brain Injury Screening</b>	<b>Risk Assessment</b>
Standardized Offender Assessment-Revised	Colorado Criminal Justice Mental Health Screen – Adult	PTSD Checklist	HELPS Brain Injury Screening Tool	Level of Supervision Inventory

	(CCJMHS-A)			
Addiction Severity Index	Brief Behavioral Health Screen	Trauma Symptom Inventory	Traumatic Brain Injury Screening	
Simple Screening Instrument -				

#### **IV.4 DACODS and CCAR data:**

Licensed SUD treatment providers will submit DACODS and CCAR data to the Office of Behavioral Health. Providers are required to submit DACODS for individuals who have a substance use disorder and receive treatment services. A CCAR is required for individuals who have mental illness diagnosis. Admission and Discharge DACODS and CCAR should be completed upon admission in treatment services at the jail and when discharged from services. A new CCAR and DACOD should be completed for the client upon admission to services in the community setting.

### **V. Standards & Requirements**

#### **V.1. Authorizing Legislation and Description of Services:**

The Jail Based Behavioral Health Services Program is funded through the Correctional Treatment Cash Fund legislated in the passage of Senate Bill 12-163. Section 18-19-103 (c), C.R.S. directs the judicial department, the department of corrections, the state board of parole, the division of criminal justice of the department of public safety, and the department of human services to cooperate in the development and implementation of the following:

- 1) Alcohol and drug screening, assessment, and evaluation.
- 2) Alcohol and drug testing.
- 3) An annual statewide conference regarding substance abuse treatment.
- 4) Treatment for assessed substance abuse and co-occurring disorders.
- 5) Recovery support services

The Correctional Treatment Fund Board has determined the Jail Based Behavioral Health Services Program meets the requirements set forth in SB 12-163.

#### **V.2. License requirements:**

Subcontracted treatment providers must hold a Substance Use Disorder Provider license from the Office of Behavioral Health. The provider must be licensed to offer services to the Criminal Justice specialty population. Service provision in the jail setting must meet all the standards in the Colorado Department of Human Services Behavioral Health Rules as defined under 2 CCR 502-1.

**V.3. Level of program care:**

Services offered by the Contractor hereunder shall meet ASAM Level 1 or 2.1 level of care.

**V.4. OBH Requirements:**

OBH shall review and submit all feedback and edits on the Semi-Annual reports within fifteen (15) business days of receipt.

OBH shall prepare annual data reports from the Civicore JBBS Database by August 30 each year. These reports shall reflect annual Admissions, Discharges, Services, Screenings and Transitional Tracking Outcomes for all programs.

**VI. Outcomes**

Transition Tracking Outcomes: As the goal of the JBBS program is to identify treatment service needs and assisting with engagement in community based treatment services upon release. The Contractor shall track and log the outcomes of individuals in the community at one, two, six, and twelve months after release from jail, and report such outcomes to the State in its JBBS Semi-Annual Reports required by Sec. VII below.

Performance-Based Incentives shall be paid to the Contractor by the State for meeting or outperforming benchmarks for the number of clients engaging in treatment services upon release from the jail. See Exhibit E, JBBS Performance Incentive, for details.

**VII. Deliverables**

**VII.1. Semi Annual Reports:**

- 1.1 to the Contractor shall submit to the State a Semi Annual Report twice each fiscal year utilizing the JBBS Semi-Annual Reporting Template provided by OBH.
- 1.2 The first report reflecting programming July through December shall be submitted on or before January 31 each year.
- 1.3 The second report reflecting programming January through June shall be submitted on or before July 31 each year.

**VII.2. Data Entry:**

The Contractor shall complete all applicable data fields in the JBBS Civicore Database on a continual basis throughout the year. All data entry shall be complete by July 15<sup>th</sup> each year to allow OBH to compile reports.

**VII.3. Quarterly Meeting Attendance:**

OBH facilitates JBBS Program Meetings every quarter. The Contractor shall ensure that a representative from each program and facility participates in the meetings. The representative(s) who attends the meetings shall be responsible for relaying the information

discussed during the meetings to the rest of the Contractor's program organizational structure.

## **VIII. Additional Provisions**

### **VIII.1 Semi-Evaluation Reports:**

The Contractor shall prepare and submit to the State, semi-annual evaluation reports, which shall include information relative to the progress in achievement of goals specified in this Statement of Work. Report templates will be made available to the Contract by the State or its designee. The Contractor shall deliver reports to the State or its designee not later than the last working day of the month each January (services July through December) and each July (services January through June).

### **VIII.2 Copy of Proposed Subcontract**

The Contractor shall provide to the State a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract.

### **VIII.3 Funds for Medication Assisted Treatment**

Payment for medication assisted treatment services which may include purchase of naloxone kits or other FDA approved medications and ancillary services for the purposes of treating substance use disorders to all program Contractors will be made as earned, in whole or in part, from the available funds encumbered in an amount not to exceed \$136,500 for the JBBS program. It is further understood and agreed that the maximum amount of funds available for payment to all program Contractors state wide for the current fiscal year for this purpose is \$136,500, except as this amount may be modified by the State. At any time, the liability of the State for such payment shall be limited to the encumbered amount remaining of such funds.

### **VIII.4 Recovery Support Services Invoices**

Contractor shall submit recovery support services invoices to OBH monthly. All invoices over \$1,000 must be submitted with supporting documentation.

### **VIII ,5 Budget Management**

The Parties understand and agree that this is a "cost reimbursement" contract, and the payment by the State to the Contract for services by Contractor hereunder are paid as earned and in accordance with Contract Exhibit B, Budget, as amended. The Parties agree that the Contract Exhibit B, as amended, shall be managed as between the Parties to allow Budget adjustments between Budget categories of up to 20% of the Budget not-to-exceed total.

**Exhibit B-1**  
**Arapahoe County**  
**JBBS Program**  
**July 1, 2017 to June 30, 2018**

<b>Jail Based Behavioral Health Services</b>				
<b>Arapahoe County Sheriff's Office</b>				
<b>Direct Personnel Cost</b>	<b>12 Month Annual Salary</b>		<b>FTE</b>	<b>Total Budget</b>
<b>Arapahoe County Sheriff's Office</b>				
Project manager salary	\$ 61,945		0.75	\$ 49,893
Project manager benefits	\$ 18,894		0.75	\$ 15,643
<b>Direct Personnel Subtotal</b>				<b>\$ 65,536</b>
<b>Operating</b>				
Office supplies and paper				\$ 3,220
Client supplies, workbooks, notebooks, etc.				\$ 501
<b>Subtotal</b>				<b>\$ 3,721</b>
				\$ -
<b>Operating Costs Subtotal</b>				<b>\$ 3,721</b>
JBBS Recovery Support Services				\$ 8,277
<b>Arapahoe County total costs</b>				<b>\$ 77,534</b>
<b>Other Costs: Contract</b>				
<b>Aurora Mental Health Center</b>				
<b>AuMHC Personnel</b>				
Intake Coordinator	\$ 41,525.00		1.00	\$ 41,525
Intake Coordinator benefits	\$ 7,059.25		1.00	\$ 7,059
MA level clinical case manager salary	\$ 48,204.00		1.00	\$ 48,204
MA level clinical case manager benefits	\$ 8,194.68		1.00	\$ 8,195
MA level clinical case manager salary	\$ 45,000.00		1.00	\$ 45,000
MA level clinical case manager benefits	\$ 7,650.00		1.00	\$ 7,650
MA level clinical case manager salary	\$ 43,000.00		1.00	\$ 43,000
MA level clinical case manager benefits	\$ 7,310.00		1.00	\$ 7,310
MA level clinical case manager salary	\$ 43,000.00		1.00	\$ 43,000
MA level clinical case manager benefits	\$ 7,310.00		1.00	\$ 7,310
Licensed clinical supervisor salary	\$ 65,148.00		0.05	\$ 3,257
Licensed clinical supervisor benefits	\$ 11,075.00		0.05	\$ 554
<b>Performance Incentive 10% of Total amount requested</b>				
<b>AuMHC Subtotal</b>				<b>\$ 262,064</b>
Cell phone 12 months service @ \$35/month X 5				\$ 2,100
				\$ -
<b>AuMHC Operating Subtotal</b>				<b>\$ 2,100</b>
AuMHC administrative costs		5.0%		\$ 13,208
<b>AuMHC Contract Subtotal</b>				<b>\$ 277,372</b>
Performance Incentive 10% of Total amount				
<b>Total Contract Expenses</b>				<b>\$ 354,906</b>

**Amendment #1 Exhibit E-1 (Effective 7/1/2017)**  
**JBBS Performance Incentive**

Program Goal: The goal of the Jail Based Behavioral Health Services program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration.

JBBS Programs are required to demonstrate the ability to transition individuals from jail based services to appropriate behavioral health and other needed community services upon release from incarceration.

Performance Measure: Programs are required to follow-up with all clients who are successfully discharged from the program and released to the community at 1, 2, 6 and 12 months after release. Clinicians are required to either call the client or track treatment engagement at the community-based treatment provider to which the client was referred. The outcome of the transition tracking attempt is required to be logged into the Civicore JBBHS Database.

The following options are the transition tracking outcome status options in the database:

1. Deceased- In the event of client death post release
2. In Treatment- Client is engaged in community-based treatment services as recommended on the transition plan
3. New Crime/Regressed- Client returned to jail for violations or committed a new crime
4. Not Applicable- Client sentenced to Department of Corrections or client not tracked
5. Not In Treatment- Client is tracked via the community-based treatment agency or the client reports to not be in treatment services as recommended on the transition plan
6. Status Unknown- Client cannot be reached or tracked
7. Treatment Completed- Client completed treatment as recommended at release from jail

Performance Based Incentives will be paid out to programs meeting or outperforming benchmarks for the number of clients engaging in treatment services upon release from the jail.

The benchmark for programs to earn their Performance Incentive is a total of 55% of the clients released from the program will be "In Treatment" or "Treatment Completed" at the 1 month Transition Tracking interval. This data shall be pulled after the end of the fiscal year (June 30<sup>th</sup>) from the Civicore JBBHS Database. The benchmark was determined based on the statewide average number of successfully discharged individuals tracked to be "In Treatment" at the 1 month tracking interval in FY 17's semi-annual data.

Methodology:

1. All JBBS Programs are required to submit budgets reflecting a 10% withhold from the total contract award amount for the performance incentive payout.

For example, if the program is requesting a total of \$100,000; the Direct Personnel, Client, Recovery Support Funds, Operating, Other and Administration must total \$90,000. \$10,000 is to be withheld for the performance incentive payout and cannot be invoiced during the fiscal year.

2. The Annual Report data shall be pulled from the Civicore JBBHS Database after the fiscal year (June 30<sup>th</sup>) ends. The performance shall be based on the Transition Tracking Outcomes of the total number of individuals eligible to be tracked at the 1 month interval who have a transition tracking status of "In Treatment" or "Treatment Completed".

Note: the eligible individuals to be tracked will exclude the number of clients tracked as "Not Applicable" or "Deceased" since these individuals are will not be eligible to engage in treatment services due to being sentenced to the Department of Corrections or due to client death.

For JBBS programs designed to have multiple county partnerships in their program; the performance will be based on the average the all counties.

3. The outcome data shall be shared with all programs by the end of August and 10% incentive payment withhold will be paid out to programs that meet or exceed 55% benchmark.

Programs who do not meet the performance outcome shall be asked to submit a plan of action to improve program outcomes for the next fiscal year. The un-earned portion of the contract funds shall be reverted.



**Exhibit H (Effective 7/1/2017)**  
**Supplemental Miscellaneous Provisions**

**I. General Provisions and Requirements**

**A. Finance and Data Protocols**

The Contractor shall comply with the Office of Behavioral Health's (OBH) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

**B. Print and Marketing Materials**

When the Contractor publishes newsletters, consumer pamphlets, or other publications where financial contributors/funders are noted, the State shall be listed as funder. Contractor shall include the current Colorado Department of Human Services logo on any visual marketing materials that advertise programs funded by this Contract.

**C. Option Letter**

1. For contracts using only State funding: The State may increase or decrease the rates established in the Contract in **Exhibit B, "Budget,"** based upon a cost of living adjustment for the Substance Use Treatment and Prevention lines in the Long Bill through an option letter. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Contract Section 23, **"Sample Option Letter."** Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract.

**D. Start-up Costs**

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to OBH eliminating funding to that specific program and/or budget line item.

**E. Immediate Notification of Closures / Reductions in Force**

If the Contractor intends to close a facility or program, it shall notify the OBH Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the OBH Contracts Unit at least five business days prior to the layoffs.

**II. Audit Requirements**

**A. Independent Audit Requirements**

1. "Independent financial audit" shall be defined as follows— a financial audit conducted by a certified public accounting firm or certified public accountant (CPA) in accordance with generally accepted accounting principles and applicable federal regulations. The CPA or firm must be independent of the Contractor. "Independent" means not a regular full-time

or part-time employee of the Contractor and not receiving any form of compensation from the Contractor other than compensation that the CPA receives for the conduct of the financial audit.

2. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of \$300,000 or more during its fiscal year shall have an independent financial audit performed annually. The audit shall identify, examine, and report the income and expenditures specific to operation of the services described in this contract. The audit will be presented in the format specified in the "Accounting and Auditing Guidelines" for Colorado Department of Human Services, Office of Behavioral Health (OBH), found on the OBH website.
3. The Contractor agrees to comply with the qualified or disclaimer opinion rendered by the independent auditor on financial statements or the negative opinion on peer review reports. Non-compliance with these standards shall result in enforcement of remedies against the Contractor as provided in this Contract.

#### B. Annual Single Audit

1. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of \$750,000 or more during its fiscal year, then the Contractor or sub-contractor shall have an audit of that fiscal year in accordance with the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507), the provisions for which are outlined in **Exhibit F, "Supplemental Provisions for Federal Awards."**

### III. Financial Requirements

#### A. Funding Sources

1. The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget."**
2. The Contractor shall report to the Single Audit the amount of the federal grant identified in the budget under the CFDA number identified in this contract.
3. The Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

#### B. Unit Cost Report

Contractor and all sub-contractors providing behavioral health treatment and recovery services shall complete and submit a unit cost report in accordance with the accounting and auditing guidelines by November 30<sup>th</sup> each year.

#### C. Budget Reallocations

1. The Contractor may reallocate funds between the budget categories of this contract, up to 10% of the total contract amount, upon written approval by the OBH, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

D. Payment Terms

1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by OBH.
3. All payment requests shall be submitted electronically to [OBHpayment@state.co.us](mailto:OBHpayment@state.co.us)
4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by OBH.



## Board Summary Report

**Date:** May 10, 2017

**To:** Arapahoe County Board of County Commissioners

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

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

**Subject:** **Approval and acceptance of Right-of-Way along S. Chambers Road via Quit Claim Deed**

### **Purpose and Recommendation:**

The purpose of this report is to request that the Board approve the acceptance of right-of-way along **S. Chambers Road** for recordation by separate document.

Staff has reviewed the right-of-way documents and has determined that they meet County requirements. Staff recommends said rights-of-way, granted by Dove Valley Metropolitan District, be accepted by the Board.

### **Background:**

The parcel of land requested for right-of-way acceptance is located along the west side of South Chambers Road along Dove Valley V Block 8, Lot 4. The parcel is currently owned by Dove Valley Metropolitan District.

Considering that portions of S. Chambers Road improvement lies within this parcel it is desirable for it to be conveyed as Right of Way for roadway purposes.

### **Discussion:**

The Quit Claim Deed acceptance by the Board of County Commissioners will address having portions of the roadway improvements owned by the metropolitan district so that permitting, maintenance can occur without involving other parties rather than the County.

### **Reviewed by:**

The Quit Claim deed was reviewed by the Public Works and Development Mapping section and the County Attorney's office.

### **Concurrence:**

The Engineering Services Division recommends said right-of-way granted by Dove Valley Metro District be approved for acceptance.

**Actions Requested:**

1. Approval and acceptance of the Quit Claim deed and its respective legal description and exhibit as rights-of-way for roadway purposes.

After Recording, Return to:  
Charles V. Haskins  
Arapahoe County Public Works Department  
6924 S. Lima St.  
Centennial, CO 80112

No Documentary Fee Required  
Pursuant to § 39-13-104(1)(a), C.R.S.

## QUITCLAIM DEED FOR RIGHT OF WAY PURPOSES

**THIS DEED ("Deed")**, made as of this 5th day of May 2017, by **DOVE VALLEY METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("**Grantor**") to **ARAPAHOE COUNTY, COLORADO**, a body corporate and politic, whose legal address is 5334 South Prince Street, Littleton, Colorado 80120, County of Arapahoe, State of Colorado. ("**Grantee**").

**WITNESSETH**, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has remised, sold and quitclaimed unto the Grantee, and its successors and assigns forever, the real property described below, together with all improvements thereon, owned by the Grantor situate, lying and being in the County of Arapahoe, State of Colorado, and being more particularly described as follows (the "**Property**"):

See **EXHIBIT A** attached hereto and incorporated herein by this reference.

**TOGETHER WITH** all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all of the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above-bargained Property together with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD**, the Property above bargained and described with the appurtenances, unto the Grantee, and its successors and assigns forever.

**IN WITNESS WHEREOF**, the Grantor has executed this Deed on the date set forth above.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO QUITCLAIM DEED FOR RIGHT OF WAY PURPOSES]

**DOVE VALLEY METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado

By: \_\_\_\_\_  
Name: Cory Armstrong  
Its: President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of May 2017, by GREG ARMSTRONG, as President of the Dove Valley Metropolitan District.

Witness my hand and official seal.

My commission expires: 5/30/2018



Lisa Jacoby  
Notary Public

## EXHIBIT A

### PROPERTY DESCRIPTION

A PORTION OF LOT 4, BLOCK 8 DOVE VALLEY V AS DESCRIBED UNDER RECEPTION NUMBER 83160846 OF THE ARAPAHOE COUNTY RECORDS AND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARS N 89°44'28" E ACCORDING TO THE ARAPAHOE COUNTY HORIZONTAL CONTROL NETWORK;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31;  
THENCE S 30°38'44" E, A DISTANCE OF 3537.96 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SOUTH CHAMBERS ROAD AS SHOWN ON THE PLAT OF SAID DOVE VALLEY V, AND ON THE NORTHERLY BOUNDARY OF SAID LOT 4, BLOCK 8, AND THE POINT OF BEGINNING;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID SOUTH CHAMBERS ROAD, AND ALONG SAID NORTHERLY BOUNDARY OF LOT 4, BLOCK 8, THE FOLLOWING TWO (2) COURSES:

1. S 68°53'52" E, A DISTANCE OF 303.01 FEET;
2. S 64°37'08" E, A DISTANCE OF 40.21 FEET;

THENCE N 68°53'52" W, A DISTANCE OF 183.24 FEET;

THENCE N 67°49'22" W, A DISTANCE OF 159.90 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 729 SQUARE FEET OR 0.017 ACRES, MORE OR LESS.

### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PROPERTY DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GARY FASELT, PLS 25942  
FOR AND ON BEHALF OF  
STANTEC CONSULTING INC.



**Stantec**

Stantec Consulting Inc.  
2135 South Cherry St. Ste 310  
Denver, CO  
80222  
Tel. 303.758.4058  
Fax. 303.758.4828  
www.stantec.com

### A PARCEL OF LAND

LOCATED IN THE SW 1/4 OF SECTION 31  
T 5 S, R 66 W OF THE 6TH PM  
COUNTY OF ARAPAHOE  
STATE OF COLORADO

PROJECT NO.:

870 03260

DATE:

07/15/03

CAD OPR.:

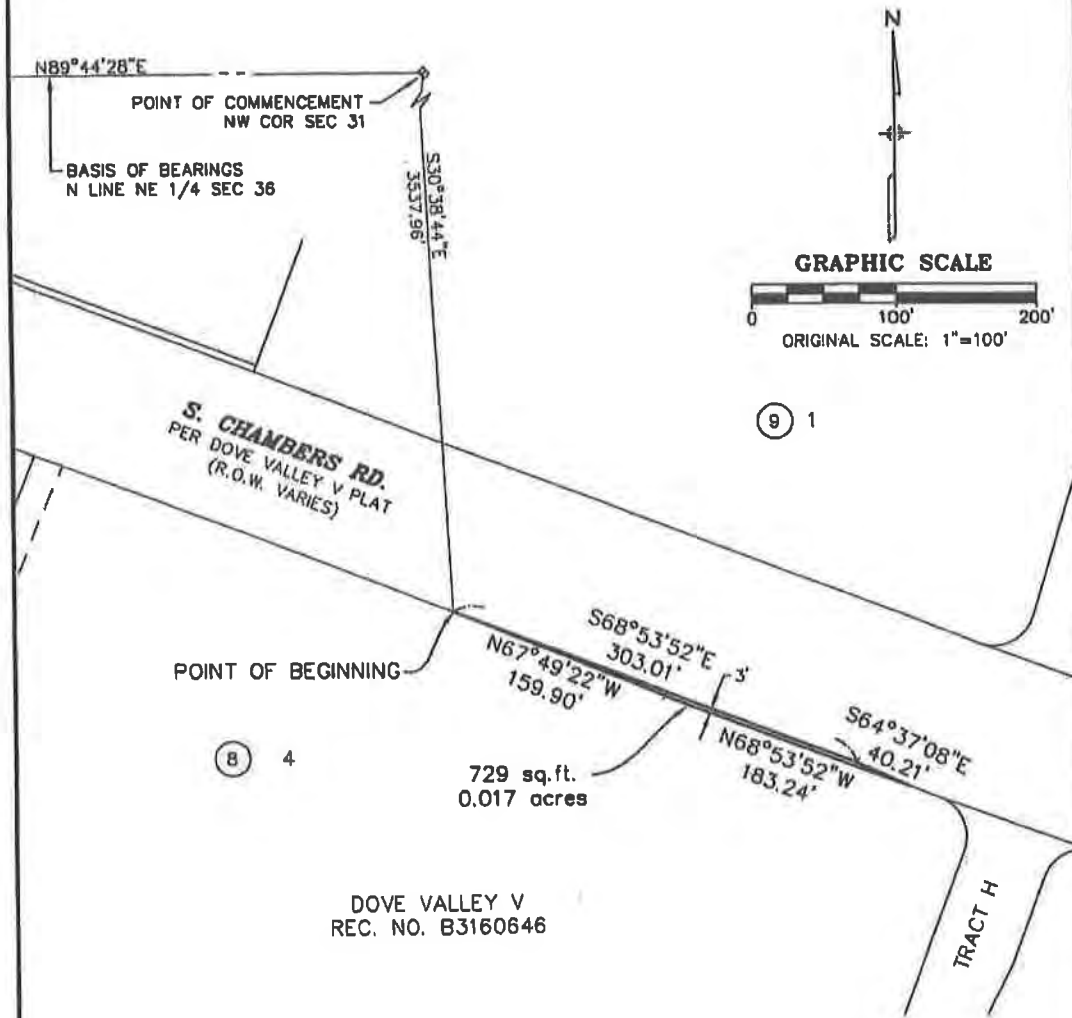
JH

SHEET:

1 OF 2



# EXHIBIT A



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.  
U:\03260\871\EXHIBITS\018-ROW.dwg, Layout1, 07/28/2003 10:28:41 AM



**Stantec**

**Stantec Consulting Inc.**  
2135 South Cherry St. Ste 310  
Denver, CO  
80222  
Tel. 303.758.4058  
Fax. 303.758.4828  
www.stantec.com

## A PARCEL OF LAND

LOCATED IN THE SW 1/4 OF SECTION 31  
T 5 S, R 66 W OF THE 6TH PM  
COUNTY OF ARAPAHOE  
STATE OF COLORADO

PROJECT NO.:		870 03260
DATE:		07/15/03
CAD OPR.:	SHEET:	
JH	2 OF 2	



## Board Summary Report

**Date:** May 11, 2017  
**To:** Board of County Commissioners  
**Through:** Jan Yeckes, Planning Division Manager  
**From:** Bill Skinner, Senior Planner  
**Subject:** P16-027, Saddlerock Highlands No.7 Final Development Plan

### Request

The applicant, Meritage Homes, on behalf of the owner, Copperleaf North LLC, has applied for approval of a Final Development Plan for a residential development consisting of lots for 96 detached homes and supporting infrastructure on a 16.28 acre site.

### Background

The subject property was originally zoned A-1 Agricultural 1961 with the establishment of zoning Countywide.

The site is currently designated as Parcel G by the Saddlerock Highlands PDP, 2nd Amendment. The PDP designates the site as multi-family, but allows Single Family Detached Residential as a permitted use.

The staff is reviewing a concurrent plat application (Case P16-028, Saddlerock No.7 Final Plat) which, if approved by the BOCC, will plat the lots and tract depicted in this FDP application.

### Discussion

Staff review of this application included a comparison of the proposal to policies and goals outlined in the Comprehensive Plan, *Sections 13-103.02 Final Development Plan* and *13-105 Streamlined Final Development Plan Process* the Land Development Code, existing uses, and an analysis of referral comments. Staff determined that the proposal complies with County policies and goals, and was submitted and processed according to adopted regulations, is compatible with surrounding existing uses, and did not generate enough negative comment to persuade staff or the Planning Commission to recommend denial of the application.

### Recommendation

Planning Commission: The Planning Commission voted 6-1 to recommend approval of the application with conditions of approval. The Planning Commission member voting “no” had expressed concerns about having a line of homes backing up to E Quincy Avenue. At the Planning Commission hearing, one member of the nearby neighborhood asked questions about locating a bus stop closer to the site and about the site possibly joining the nearby HOA. Engineering Services said the County would reach out to RTD regarding the bus routes and the applicant said they would be willing to join the overall HOA if the residents could gather the votes for the annexation. Otherwise, the proposed homes could have a separate HOA.

Staff: The staff recommends approval of the application with conditions of approval.

**Links to Align Arapahoe**

If the proposed FDP is approved, it may “improve the County’s economic environment” by generating jobs to build housing. If approved the proposed development would also add to the diversity of housing types within Saddlerock Highlands / Tallgrass community by providing a smaller, possibly more affordable single-family detached option.

**Alternatives**

The Board of County Commissioners has 3 alternatives:

1. Approve the Application with Conditions of Approval;
2. Continue to a date certain for more information;
3. Deny the Application.

**Fiscal Impact**

No specific fiscal impact study has been done for this development so it is difficult to determine the fiscal impact to the County.

**Concurrence**

The Arapahoe County Planning Commission and PWD Staff are recommending approval of this case.

Reviewed By:

Bill Skinner

Jason Reynolds

Jan Yeckes

Dave Schmit

Todd Weaver

Bob Hill

### **DRAFT MOTIONS – P16-027**

(to be used in the event the BOCC removes this item from the consent agenda)

#### **APPROVAL**

In the case of P16-027, Saddlerock Highlands No.7 Final Development Plan, I have read the staff report and received testimony at the public hearing. I agree with the Planning Commission recommendation, and staff findings for the application including all plans and attachments as set forth in the staff report dated May 11, 2017. I hereby move to APPROVE the request, subject to the following conditions:

1. Prior to signature of the final copy of these plans, the applicant must address Public Works Staff comments including concerns identified in the most recent Engineering Staff Report.
2. The applicant will satisfy concerns expressed by Xcel Energy in their referral response letter dated March 16, 2017.
3. Approval of the concurrent P16-028 Saddlerock No. 7 Final Plat application is required before staff will forward the P16-027 FDP plans to the BOCC for signature.

#### **DENY**

*(This recommendation would not be consistent with the Planning Commission and Staff recommendation. Any alternate motion must include new findings and conditions in support of the motion for denial where those differ from the Staff-recommended findings and conditions):*

In the case of P16-027, Saddlerock Highlands No.7 Final Development Plan, I have read the staff report and received testimony at the public hearing. I am not in agreement with staff findings as set forth in the staff report dated May 11, 2017. I hereby move to DENY the request, based on the following:

Findings:

1. *State new or amended findings to support Planning Commission recommendation of “Denial” as part of the motion.*
2. ...

#### **CONTINUE**

In the case of P16-027, Saddlerock Highlands No.7 Final Development Plan, 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].

**ARAPAHOE COUNTY PLANNING COMMISSION**  
**PUBLIC HEARING**  
**May 2, 2017**  
**6:30 PM**

**P16-027 Saddlerock Highlands No. 7 Final Development Plan**  
**Bill Skinner, Senior Planner**

**April 25, 2017**

**LOCATION & VICINITY MAP**

This proposal is located in Commissioner's District #3. The Saddlerock Highlands No. 7 Final Development Plan (FDP) is located northeast of the intersection of E Quincy Avenue and S Malta Street.



**Location of Saddlerock Highlands No.7**

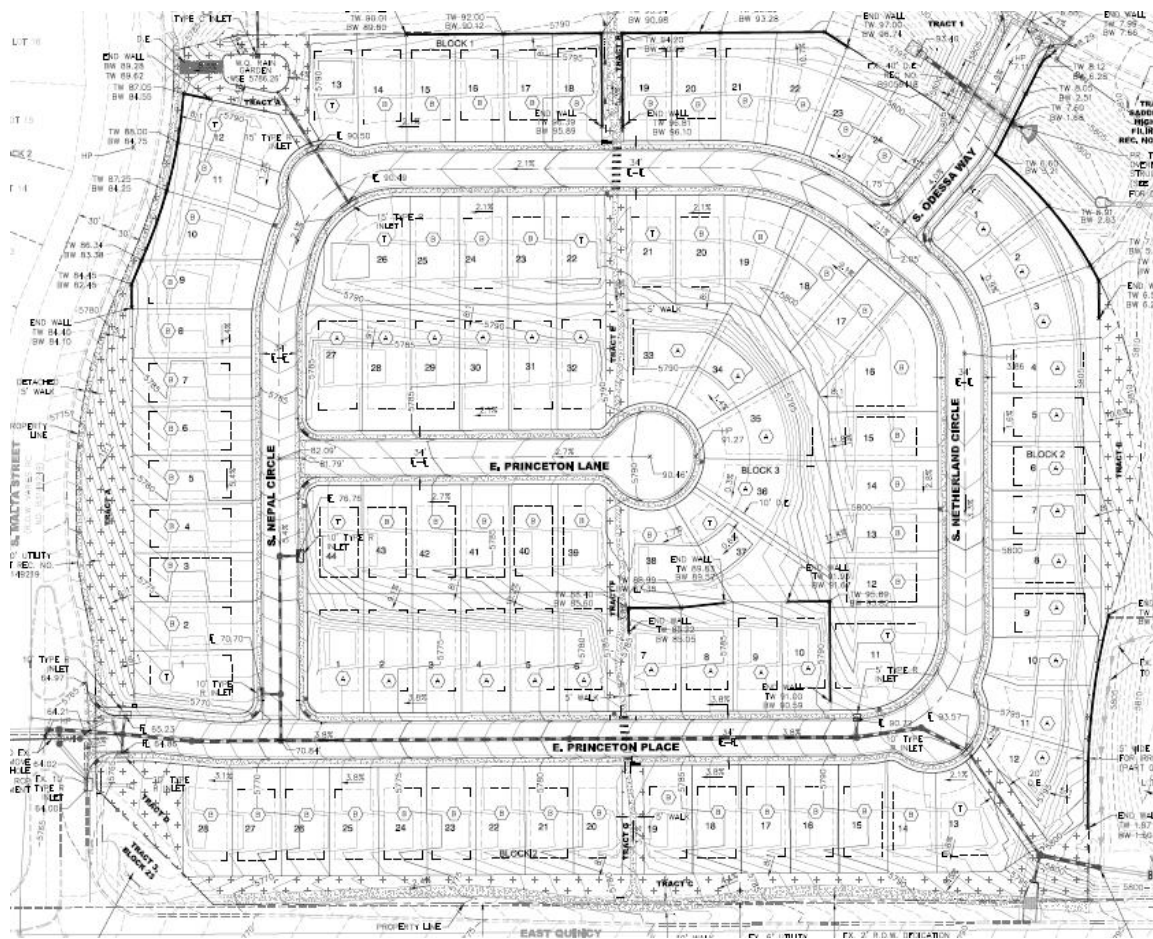


## ADJACENT SUBDIVISIONS, ZONING, AND LAND USE

North	-	A neighborhood park owned and managed by the Arapahoe Park and Recreation District (not a part of the Arapahoe County Open Spaces Department).
West	-	Single Family Detached Homes that are part of the Saddlerock Highlands PUD.
South	-	Undeveloped property across E Quincy Avenue that is part of the Copperleaf PUD, zoned Towne Centre TC2/M1.
East	-	The Tallgrass Commercial Center, which is an individual PDP that is part of the larger Saddlerock Highlands PDP. This property is currently being developed as neighborhood services commercial/retail uses, including a small format Wal-Mart, McDonalds restaurant, 7/11 Convenience Store, Car Wash, Daycare/Pre-school, and other retail storefronts.

## PROPOSAL

The applicant, Meritage Homes, on behalf of the owner, Copperleaf North LLC, has applied for approval of a Final Development Plan for a residential development consisting of lots for 96 detached homes and supporting infrastructure on a 16.28 acre site.



Proposed Saddlerock Highlands No.7 site plan

## **BACKGROUND**

The subject property was originally zoned A-1 Agricultural 1961 with the establishment of zoning Countywide.

The site is currently designated as Parcel G by the Saddlerock Highlands PDP, 2nd Amendment. The PDP designates the site as multi-family, but allows Single Family Detached Residential as a permitted use.

The staff is reviewing a concurrent plat application (Case P16-028, Saddlerock No.7 Final Plat) which, if approved by the BOCC, will plat the lots and tract depicted in this FDP application.

## **ANALYSIS OF THE FDP APPLICATION**

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

### 1. Compliance with the underlying Z02-004 Saddlerock Highlands PDP

The proposed FDP complies with the approved underlying PDP, as seen in the table below.

CRITERIA	SADDLE ROCK HIGHLANDS (NORTH QUINCY HIGHLANDS) PRELIMINARY DEVELOPMENT PLAN – AMENDMENT NO. 2 (CASE NO. Z02-004)	SADDLE ROCK HIGHLANDS FINAL DEVELOPMENT PLAN FILING NO. 7 (REPLAT OF SADDLE ROCK HIGHLANDS FILING NO. 1) CASE NO. P16-027
ZONING	MU-PUD	MU-PUD
PARCEL	PARCEL G	LOT 1 – BLOCK 23
PARCEL SIZE	16.47 ACRES	16.28 ACRES
PERMITTED LAND USE	MULTI-FAMILY RESIDENTIAL (INCLUDING SFD)	SINGLE FAMILY DETACHED RESIDENTIAL
NUMBER OF DWELLING UNITS	260	96
GROSS DENSITY	15.9 DU/AC	5.896 DU/AC
MINIMUM LOT AREA (Sec. 2.2.4 of PDP)	4,000 SF	4,200 SF
NUMBER OF SFD LOTS LESS THAN 6,000 SF	NO MORE THAN 50% OF ALL SFD LOTS OR 402 (WHICH IS 50% OF THE TOTAL PDP SFD LOTS)	EXISTING: 117 LOTS LESS THAN 6,000 SF PROPOSED: 96 LOTS LESS THAN 6,000 SF TOTAL: 213 TOTAL LOTS LESS THAN 6,000 SF = 213/718 (TOTAL PLATTED LOTS) = 29.67%
SEC. 2.2.1A RESIDENTIAL DESIGN STANDARDS – SFD LOT SIZES	A. SINGLE FAMILY DETACHED LOTS LESS THAN 6,000 SQUARE FEET IN SIZE MAY NOT MAKE UP MORE THAN 50% OF ALL SINGLE FAMILY DETACHED LOTS, OR 402 (WHICH IS 50% OF THE PROPOSED SINGLE FAMILY LOTS) WHICHEVER IS GREATER, OF THE TOTAL LOTS OF PARCELS A, C, D, E, AND F. SINGLE FAMILY ATTACHED LOTS, REGARDLESS OF THE PARCEL THEY ARE LOCATED WITHIN WILL NOT COUNT TOWARDS THIS MAXIMUM	<ul style="list-style-type: none"><li>• SADDLE ROCK HIGHLANDS ("SRH") FILING NO. 1 = 718 TOTAL SFD LOTS (BASED ON RECORDED PLAT)</li><li>• SRH FILING NO. 1 SMALL SFD LOTS = 117 (16.3% OF TOTAL)</li><li>• (BASED ON RECORDED PLAT)</li><li>• SRH FILING NO. 7 PROPOSED SMALL LOTS = 96 (13.37% OF TOTAL)</li><li>• TOTAL SFD SMALL LOTS WITHIN SRH- = 213 (29.67%)</li></ul>
MINIMUM LOT WIDTH	45 FEET (CURVED FRONTAGE OR CUL-DE-SAC FRONTAGE NOT DEFINED)	45 FEET ON A STRAIGHT FRONTAGE 30 FEET ON A CURVED FRONTAGE OR CUL-DE- SAC (AS MEASURED AT THE SETBACK)
MINIMUM SETBACKS	FRONT: FACE OF GARAGE FROM BACK OF WALK: 20 FEET FRONT: 12 FEET HOUSE; 8 FEET TO PORCH FROM BACK OF WALK SIDE TO HOUSE: 3 FEET; 10 FEET BETWEEN BUILDINGS SIDE TO GARAGE: 3 FEET SIDE HOUSE AND GARAGE TO PUBLIC ROW: 12 FEET REAR TO HOUSE: 15 FEET	FRONT: FACE OF GARAGE FROM BACK OF WALK: 20 FEET FRONT: 12 FEET HOUSE; 8 FEET TO PORCH FROM BACK OF WALK SIDE TO HOUSE: 3 FEET; 10 FEET BETWEEN STRUCTURES SIDE TO GARAGE: 3 FEET SIDE HOUSE AND GARAGE TO PUBLIC ROW: 12 FEET REAR TO HOUSE: 15 FEET
MAXIMUM BUILDING HEIGHT	35 FEET	35 FEET
MINIMUM REQUIRED PARKING	2 SPACES PER UNIT	2 SPACES PER UNIT
MINIMUM GUEST PARKING REQUIRED	N/A	GUEST PARKING PROVIDED: 2 PER DU IN DRIVEWAY AND ON ADJACENT PUBLIC LOCAL STREETS
MINIMUM UNOBSTRUCTED OPEN SPACE	10%	10.56%
MAX. GROUND COVERAGE BY STRUCTURES	50%	50%

## 2. The Comprehensive Plan

The Arapahoe County Comprehensive Plan (Comp Plan) designates this site as “Urban Residential”. Urban Residential areas are anticipated to have residential development that is supported by neighborhood commercial centers with locally oriented shops and services typically including grocery stores, retail shops, convenience stores, personal and business services, offices, community facilities, and other uses designated to serve the local area. The applicant’s proposal for a small lot detached residential neighborhood in close proximity to services meets the direction provided by the Comp Plan for Urban Residential areas.

This application complies with the following Goals and Policies of the Comp Plan:

- Policy GM 1.2 – Encourage Urban Development to Locate in Designated Growth Areas.  
*The proposed application is located in an approved commercial development.*
- Goal GM 4 – Promote Compact Growth in the Urban Service Area.  
*The proposed development maximizes existing public facilities.*
- Goal PFS1 – Plan for Adequate Public Facilities and Services in Growth Areas.  
*Based on responses from service providers, adequate public facilities and services are present in the area.*

## 3. Land Development Code Review

The underlying Z20-004 Saddlerock Highlands PDP took the County’s *Section 13-300 Small Lot Residential Development* regulations into account when the PDP was approved in 2003, but includes criteria that are more permissive than those allowed by LDC 13-300.

LDC Section 13-302.01 pertains to front setbacks, and specifically states:

Attached (sidewalks)

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.

The Z02-004 PDP requires front setbacks as follows:

20’ garage to back of sidewalk

12’ front of house to back of sidewalk

8’ front porch to back of sidewalk

Note that the PDP allows front house and porch setbacks that are less than the LDC requirements, but the PDP mandated garage setback is larger than that required by the LDC. The PDP direction results in a more desirable outcome.

Staff is calling attention to the discrepancy with Section 13-300, but notes that the applicant complied with the direction given in the more site specific PDP. Having considered the situation thoroughly, Staff recommends approval of the application, and having noted the issue in the staff report, will bring the matter to the BOCC to make the determination based on the BOCC’s ability to waive LDC regulations on a case by case basis when a PUD is in place. The Staff recommendation is based on the applicant’s diligent efforts to comply with complex PDP direction, and the other desirable amenities offered by the FDP proposal such as excellent proximity and connections to a neighborhood park, truly walkable access to useful neighborhood services, and the need for affordable detached housing options and additional housing diversity in the County.

*Section 13-100, Planned Unit Development (P.U.D.)* of the Land Development Code states that “the P.U.D. process is intended to prevent the creation of a monotonous urban landscape by



allowing for the mixture of uses which might otherwise be considered non-compatible, through the establishment of flexible development standards”, provided said standards:

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

The County Engineering Division has evaluated the proposal in light of the existing and proposed infrastructure and has determined it is adequate to support the proposed uses.

The subject property is located in adjacent to E. Quincy Avenue, and in close proximity and with access to S. Malta Street. These roadways provide convenient automobile access to nearby roadways. RTD bus service is available on E. Quincy.

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

The site offers close proximity to neighborhood services, an adjacent park for recreational activities, and access to public transportation on E Quincy Avenue. The existing single family neighborhood west of the subject property offers homes on slightly larger lots at a lower overall density, but it is not significantly different from the character of the proposed Saddlerock No 7 development. The proposal also includes a landscape buffer along S Malta Street.

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

The proposal can be served by existing public services and utilities.

- 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.*

Employment opportunities are not typically anticipated, nor included in a single family development, but this location does offer close proximity between residences and employment opportunities in the adjacent commercial center.

A neighborhood park is available immediately north of the proposed development, and a sidewalk connection from E Quincy Avenue through the site provides direct access to the park.

- 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.*

The proposal adequately protects against natural and man-made hazards as evidenced by the Arapahoe County Engineering Services Division Report and referral agency responses.

- 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 Arapahoe County Planning and Engineering Services Divisions, in unison with affected referral agencies, have evaluated the accessibility of the proposal and have determined it provides adequate on-site vehicle circulation. Pedestrian circulation is provided by sidewalks and trail connections. Of particular note is this development's direct sidewalk connection to the adjacent neighborhood park, and walkable proximity to the commercial activities immediately east of this neighborhood.

Streets and roads meet Arapahoe County requirements and design standards.

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

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

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

Visual impacts will be similar to those created by any of the other one- and two-story detached homes existing or proposed in the area, and will not disproportionately obstruct mountain views.

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

The Saddlerock Highlands No. 7 FDP proposes 10.56% open space, which exceeds the underlying PDP requirement for 10% open space. This must be considered in the context of the overall Saddlerock Highlands PDP which relies on neighborhood parks and open spaces to provide this amenity in a publicly available format instead of behind fences on private property.

#### 4. Referral Comments

Comments received during the referral process are as follows:

Arapahoe County Open Space	No Comment
Arapahoe County PWD Engineering	Comments Have Been Addressed
Arapahoe County PWD Mapping	Comments Have Been Addressed
Arapahoe County PWD Planning	Comments Have Been Addressed
Arapahoe County PWD/ Zoning	Comments Have Been Addressed
Buckley AFB	No Response
City of Aurora	No Response
Century Link	No Response
SEMSWA	Comments Have Been Addressed
Cunningham Fire Protection Dist	Technical Direction is Provided
Tri County Health Department	Recommends Additional and Wider Sidewalk Connections and a Mosquito Control Plan

Urban Drainage	No Comment
Us Army Corps Of Engineers-State Program Manager	No Response
Xcel Energy - PSCo	Concerns about an Existing Facilities are Expressed. Staff Will Coordinate additional Communications

### **STAFF FINDINGS**

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

1. The proposed P16-027 Saddlerock No. 7 FDP complies with the underlying Saddlerock Highlands PDP.
2. The proposed P16-027 Saddlerock No. 7 FDP conforms with the overall goals and intent of Arapahoe County Comprehensive Plan in regard to the policies set forth in those plans, as adopted June 19, 2001, and most recently amended January 7, 2014.
3. The P16-027 Saddlerock No. 7 FDP is consistent with development standards enumerated in the Arapahoe County Land Development Code with some acceptable deviations from.
4. The proposed P16-027 Saddlerock No. 7 FDP complies with the process outlined in Chapter 13-100, Planned Unit Development of the Land Development Code.

### **RECOMMENDATION**

Considering the findings and other information provided herein, Staff recommends approval of case number P16-027 Saddlerock No. 7 FDP subject to the following conditions of approval:

1. Prior to signature of the final copy of these plans, the applicant agrees to address Public Works Staff comments including concerns identified in the most recent Engineering Staff Report.
2. The applicant will satisfy concerns expressed by Xcel Energy in their referral response letter dated March 16, 2017.
3. Approval of the concurrent P16-028 Saddlerock No. 7 Final Plat application is required before staff will forward the P16-027 FDP plans to the BOCC for signature.

### **DRAFT MOTIONS**

#### **Recommend Conditional Approval**

*(This motion is consistent with the staff recommendation):* In the case of P16-027 Saddlerock No. 7 FDP, the Commissioners have read the staff report. We find ourselves in agreement with the staff findings, including all plans and attachments as set forth in the staff report dated April 25, 2017, and recommend approval of this application subject to the following conditions:

1. Prior to signature of the final copy of these plans, the applicant must address Public Works Staff comments including concerns identified in the most recent Engineering Staff Report.
2. The applicant will satisfy concerns expressed by Xcel Energy in their referral response letter dated March 16, 2017.
3. Approval of the concurrent P16-028 Saddlerock No. 7 Final Plat application is required before staff will forward the P16-027 FDP plans to the BOCC for signature.

***Staff provides the following Draft Motions as guidance in preparing an alternative motion if the Planning Commission reaches a different determination:***

Recommend Denial:

*(This motion is not consistent with the staff recommendation):* In the case of P16-027 Saddlerock No. 7 FDP, the Commissioners have read the staff report dated April 25, 2017, and received testimony at the public hearing. Based on the information presented and considered during a public hearing, we recommend denial of the applications, based on the following findings:

1. *State new findings in support of denial as part of the motion.*
2. ...

Continue to Date Certain:

In the case of P16-027 Saddlerock No. 7 FDP, I move to continue the hearing to [date], 6:30 p.m., to obtain additional information and to further consider the information presented.

Attachments:

Application & Exhibits  
Engineering Staff Report  
Referral Comments



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

**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:**

Heritage Homes of Colorado, Inc.  
Henry Design Group, Inc.

**ADDRESS:**

6892 S. Yosemite Ct. #1-201 Centennial, CO 80112  
1501 Wazee St. #1-C Denver, CO 80202

**PHONE:** 303-406-4309 / 303-446-2368 **FAX:**

**EMAIL:** tim.buschar@heritagehomes.com / khenry@henrydesigngroup.com

**SIGNATURE:**

*Tim Buschar*  
**NAME:** TIM BUSCHAR  
**TITLE:** LAND DEVELOPMENT  
MANAGER

**OWNER(S) OF RECORD:**

Copperleaf North, LLC

**ADDRESS:**

3515 S. Tamarac Drive #300 Denver, CO 80237

**PHONE:** 720-482-7170

**FAX:**

**EMAIL:** mcooper@cooperrnmt.com

**SIGNATURE:**

*RL Manager, Inc. Manager*  
**NAME:** Big Marc Cooper, President

**TITLE:**

**ENGINEERING FIRM:**

J3 Engineering Consultants, Inc.

**ADDRESS:**

6505 S. Paris St. Centennial, CO 80111

**PHONE:** 303-368-5601

**FAX:**

**EMAIL:** sdouglas@j3engineering.net

**CONTACT PERSON:**

Stephen Douglas, P.E.

**Pre-Submittal Case Number:** Q16-046

**Pre-Submittal Planner:** Bill Skinner

**Pre-Submittal Engineer:** Spencer Smith

**Parcel ID no. (AIN no.):**

2073-02-4-19-001

**Parcel Address or Cross Streets:**

NE Corner S. Malta St. & E. Quincy Ave.

**Subdivision Name & Filing No.:**

Saddle Rock Highlands Lot 1, Filing No. 3 - (Existing) Tallgrass - Saddle Rock Highlands Filing No. 7 - (Proposed)

**Related Case Numbers:**

(Preliminary/Final Development  
Plan, Rezoning, and / or Plat)

Z-02-004 (PDP) R-08-002 (PLAT)

FINAL DEVELOPMENT PLAN

**EXISTING**

**PROPOSED**

**Zoning:**

MU-PUD (MF)

MU-PUD (SFD)

**Case/Project/Subdivision  
Name:**

Saddle Rock Highlands

**Site Area (Acres):**

16.28 Ac.

16.28 Ac.

**Floor Area Ratio (FAR):**

NA

NA

**Density (Dwelling Units/Acre):**

NA

5.897

**Building Square Footage:**

NA

NA

**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.:**

**Planning Manager:**

**Engineering Manager:**

**Planning Fee:**

Y N \$

**Engineering Fee:**

Y N \$

**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.



November 7, 2016

Mr. Bill Skinner  
Arapahoe County  
Public Works and Development Department  
6924 S. Lima Street  
Centennial, CO 80112

***RE: Tallgrass Final Development Plan and Saddle Rock Highlands Filing No. 7 Final Plat***

Dear Bill,

Henry Design Group, Inc. on behalf of Meritage Homes, the applicant and Copperleaf North, LLC, the property owner, is pleased submit the Final Plat and Final Development Plan for Tallgrass/Saddle Rock Highlands Filing No. 7. The property is in unincorporated Arapahoe County and is generally located at the northeast corner of S. Malta Street and E. Quincy Avenue.

The site is bordered to the north by Tallgrass Park owned by the Arapahoe County Park and Recreation District. S. Malta Street creates the western boundary of the site. West of S. Malta Street are existing single family detached homes. E. Quincy Avenue is along the southern boundary of the site. South of E. Quincy Avenue is unplatted vacant land zoned MU in Arapahoe County. Land to the east is zoned Mixed Use Commercial with existing and proposed retail and service commercial uses.

The site is designated as Parcel G on the Saddle Rock Highlands Preliminary Development Plan (PDP) Amendment No. 2 and is designated for Multi-family, however the PDP allows for Single Family Detached Residential as a permitted use.

The 16.28 acre site was also originally platted as Lot 1, Block 23 of the Saddle Rock Highlands Subdivision Filing No. 1 and subsequently replatted as Lot 1, filing No. 3, Parcel ID No. 2073-02-4-19-001. The proposal is for a Final Development Plan and Final Plat for 96 single family homes that are front loading from a public street. The typical lot size is 45 feet wide by 100 feet in depth. Some of the lots vary from this typical based on location and access.

Primary access to the site is from S. Malta Street with secondary access from E. Oxford Ave. A loop street provides vehicular access to the homes. The plan provides a trail connection from E. Quincy Avenue to the Tallgrass Park north of the site via a centralized open space corridor. The site plan provides 10.7% of open space which exceeds the requirement as stated in the PDP.

Overall, the Final Development Plan is in compliance with the Saddle Rock Highlands PDP Second Amendment including setbacks, building height, building coverage, open space and parking. Single family detached lots less than 6,000 square feet in size are permitted on this site up to a maximum





## THE HENRY DESIGN GROUP

LAND PLANNING • LANDSCAPE ARCHITECTURE & DESIGN

number of 50% of the total lots proposed within the PDP or 402 lots. Filing No. 1 has a total of 718 SFD lots of which 117 are less than 6,000 square feet in size. These existing smaller lots combined with the proposed 96 lots in Filing No. 7 brings the total percentage of small lots within Tallgrass to 29.7% of the total and is therefore in compliance with the PDP.

The Single Family Detached Design Standards in the PDP states that "Every builder is encouraged to alternately garage load three (3) homes within ten a (10) home stretch where there are 10 or more homes in a straight stretch without a curve or intersecting street. Alternately loaded garages are not provided as part of this proposal. The following justify to decision to maintain all front loading garages:

- The minimum lot frontage of 45 feet as permitted by the PDP, does not allow adequate space for a side loaded garage.
- The site is zoned for 260 multi-family units; however 96 single family homes are proposed, which significantly reduces the density.
- The smaller lots are proposed due to the site's proximity to E. Quincy Avenue which is an arterial street and the commercial uses to the east thereby providing a transition in land use from the commercial and arterial roads to the existing single family homes within Tallgrass.
- Only two straight stretches of 10 or more lots occur on the site. One backs on S. Malta Street and the other backs on E. Quincy Avenue where an intersection is not possible. There are 10 homes and 14 homes respectively backing on these roads. Landscape buffers and setbacks provide screening along these streets.
- Garages for these homes will vary in placement as they relate to the front of the homes and will be staggered along the streetscape to the extent possible to add variety to the streetscape.
- The builder is expecting to offer 7 plan types each with multiple elevations which will also provide variety along the streetscape.
- The PDP states "encouraged" not "shall provide".

Overall, the proposed neighborhood fits with the fabric of the community and will provide new residents with the benefits of an adjacent existing park, nearby schools, easy access to nearby retail and commercial services.

Thank you for your time and efforts in reviewing this proposal and we look forward to continuing to work with you and Arapahoe County to see this neighborhood to fruition. Please feel free to contact me if you have any questions or need additional information.

Respectfully submitted,

Karen Henry, RLA



## Planning Commission Summary Report

**Date:** April 27, 2017 *SMS*  
**To:** Arapahoe County Planning Commission  
**Through:** Bill Skinner  
Planning Division, Case Planner  
**Through:** Chuck Haskins, PE  
Engineering Services Division, Manager  
**From:** Spencer M. Smith, PE  
Engineering Services Division, Case Engineer

**Case name:** P16-027 – Saddlerock Highlands No.7 Final Development Plan

### Purpose and Recommendation

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

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

1. The applicant is proposing two access points to the site. One access is to S. Malta St., across from the existing S. Malta St./E. Princeton Pl. intersection. The second is to E. Oxford Ave., approximately 1,100 feet west of S. Picadilly Rd.
2. Stormwater detention and water quality for the majority of the site will be provided offsite in the Hampden Detention facility. The regional Hampden Detention facility is tributary to Unnamed Creek. A small portion of the site drains north to the existing Tallgrass Park. Since water quality is not accounted for in the Tallgrass Park pond, runoff from this portion of the site will drain to a proposed water quality pond, before being routed to the park. There are existing drainage issues near the intersection of S. Malta St. and E. Quincy Ave. (occasionally the existing storm sewer inlet/sewer system and adjacent roadway become inundated). The applicant is working with the County and SEMSWA to provide a solution to improve the existing drainage condition in this area.

### Engineering Staff recommends the application favorably with the following conditions:

1. The applicant addresses all remaining engineering comments/redlines.
2. The applicant enters into an SIA and provides collateral for all applicable public improvements.
3. The applicant participates as agreed upon, in the improvement of the drainage condition in the existing storm sewer system.





# CUNNINGHAM FIRE PROTECTION DISTRICT

2015 SOUTH DAYTON STREET ♦ DENVER, CO 80247 ♦ Phone: (303) 755-9202  
Fax: (303) 337-7971

## **FDP Comment**

March 15, 2017

Bill Skinner, AICP  
Arapahoe County Public Works - Planning Division  
6924 S. Lima Street  
Centennial, CO, 80112  
720-874-6651

Re: ARAPCO referral for: P16-027 Tallgrass Single Family Detached Replat & P16-028 Tallgrass SFD Final Development Plan

The Fire District has reviewed the referral for the above referenced case for compliance with the *2015 International Fire Code (IFC)* as adopted by the District. The Fire District supports the FDP for approval and does not have any changes to the FDP document. The comments listed below are requirements for the FDP Document and will be reviewed at the FDP phase.

The Fire District requires that the following general comments are included on the cover sheet of the FDP:

### 1. Fire Department Access:

1. Surfaced access roads capable of withstanding the imposed loads of fire apparatus and all required hydrants shall be installed prior to construction.
2. All roads and drives are hereby designated as fire lanes. When required by the Fire District, all fire lanes shall be posted "No Parking – Fire Lane." All fire lanes shall be included in the Arapahoe County program for enforcement of private property parking.
3. Turning radius and navigation through the development shall meet the Cunningham Fire Protection Districts specifications and is verified using an approved method. (Auto-Cad drawings must be provided, vehicle information can be found on our website [www.cfpd.org](http://www.cfpd.org))
4. Any proposed "pork-chop" or any traffic direction features at the entrance of the development shall have a designed width of 16 feet minimum drive with mountable curbs and no obstructions to the entrances.

5. The installation of all access drives is required prior to the commencement of any construction above the foundation.
6. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with separate and approved fire apparatus access roads and shall meet the requirements of Section D104.3.
7. D104.3 Remoteness. Where two access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.
8. If a traffic signal is added as part of this development it is required to have an opticom traffic device installed.
9. Fire department access drives within developments shall be a minimum of 26-feet in width.
10. The fire apparatus access road shall comply with the requirements of *Section 503*

2. Water supply:

11. Water supply for fire suppression operations, all fire hydrants as identified on the approved water system plan for this development must be installed and operational prior to construction. The minimum water fire-flow must be provided per the requirements of *Appendix B* of the *2015 International Fire Code (IFC)*.
12. All fire hydrants are to be installed in conformance with *Sections 507 and Appendix C* of the *2015 International Fire Code*. No landscaping, fencing or any other obstruction shall be placed within three feet of a fire hydrant.

3. Plans:

13. Electronic Plat Submittal – Please see the attached document, Electronic Plat Submittal shall be submitted to Cunningham Fire Protection District.
14. Addresses - Addresses shall be clearly identified from the Fire Department Access road.

If you need any additional information or have any questions, please contact me at (303) 755-9202 x 1122 The Fire Prevention Bureau fax number is (303) 337-7971.

Sincerely,

Scott Hare  
Fire Prevention



March 9, 2017

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

RE: Tallgrass SFD Final Development Plan, P16-027, P16-028, East Quincy Avenue  
and Malta Street  
TCHD Case No. 4301

Dear Mr. Skinner,

Thank you for the opportunity to review and comment on Final Development Plan for 96 single-family homes located at the northeast corner of Quincy Avenue and Malta Street. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

### **Community Design to Support Walking and Bicycling**

Because chronic diseases related to physical inactivity and obesity now rank among the country's greatest public health risks, TCHD encourages community designs that make it easy for people to include regular physical activity, such as walking and bicycling, in their daily routines. Because research shows that the way we design our communities can encourage regular physical activity, TCHD strongly supports community plans that incorporate pedestrian and bicycle amenities that support the use of a broader pedestrian and bicycle network.

Designers of active living communities typically recommend that sidewalks be a minimum clear width of five (5) feet, the space needed for two people to walk comfortably side by side, with a buffer area like a tree lawn between the sidewalk and the street. TCHD encourages the use of detached sidewalks of at least 5 feet in width throughout the development. Currently the proposed sidewalk width in the development is 4.5 feet. TCHD encourages the applicant to increase the width to 5 feet.

TCHD commends the applicant for providing trail connections from the interior cul-de-sac (Princeton Lane) to Tallgrass Park north of the development, and to Quincy Avenue south of the development, and for providing marked street crossings where the trail crosses Princeton Place and Netherland Circle.

TCHD recommends the applicant provide a sidewalk connection at the southeast corner of the development between Tract D, Lots 12 and 13 to promote walking and bicycling to the commercial development east of the project.

### **Mosquito Control - Stormwater Facilities**

The site plan indicates that Water Quality Rain Garden is proposed at the northwest corner of the development. Detention ponds can become sites for mosquito breeding. To reduce the potential for human exposures to West Nile and other mosquito-borne viruses, TCHD recommends that the applicant prepare a mosquito control plan. Elements of the plan should include proper design, construction and regular inspection and maintenance of stormwater quality facilities, and mosquito larvaciding if the insects become a problem. The applicant may submit the mosquito control plan to TCHD for review. More information is available here <http://www.tchd.org/276/Mosquitoes-West-Nile-Virus>. A guidance document is attached.

Please feel free to contact me at 720-200-1575 or [kboyer@tchd.org](mailto:kboyer@tchd.org) if you have any questions on TCHD's comments.

Sincerely,

A handwritten signature in cursive script, appearing to read 'K Boyer', followed by a horizontal line.

Kathy Boyer, REHS  
Environmental Health Specialist III

cc: Sheila Lynch, Steven Chevalier, Monte Deatrich, TCHD

## **Tri-County Health Department Guidance for Preparation of Mosquito Control Plan**

A Mosquito Control Plan should contain the following elements:

1. Designation of a management entity

This is the entity with authority/responsibility for implementing the plan. Typically, this will be a Special District or a Homeowners Association. If this is the case, the applicant shall submit a copy of the organizational Service Plan, by-laws or other legal document providing the authority for mosquito control. If the entity is the developer, this should be noted.

2. Funding mechanism

A method needs to be put in place to finance the program. This could be a commitment for the Service District, HOA or developer to include adequate funds for the activities as part of its annual budgeting process, or a plan by the District or HOA to assess an annual fee on residents in the subject service area, or to fund the program in some other way, per its legal authority as noted in #1.

3. Activities that will be undertaken to prevent mosquito breeding conditions

This section places emphasis on the proper design, construction, operation and maintenance of stormwater facilities to prevent mosquitoes from breeding. In most instances, it is nothing different than is already required by the County and Volume 3 of the Urban Drainage and Flood Control District's (UDFCD) Urban Storm Drainage Criteria Manual for flood control and stormwater quality. The literature on this subject, supported by local field experience, suggests that if stormwater facilities are well-designed, built to specification, and regularly inspected and maintained to meet operating standards, stormwater facilities that are designed to completely drain in 72 hours or less are likely to do so and to prevent mosquito breeding conditions.

The likelihood or extent of mosquito breeding can also be reduced through the proper design, construction and inspection/maintenance of retention ponds or constructed wetlands that are intended to hold permanent water pools.

We have found that at the time of construction of stormwater facilities, there is often little thought given to continuity of maintenance. Requiring the applicant to think through the tasks that need to be accomplished from design through operation, who will be responsible for tasks in each phase, and a schedule for their accomplishment increases the probability that these tasks will be completed.

Ideally, before getting to this point, the applicant will have considered stormwater facility options that do not rely on extended retention or detention of stormwater without flushing over a period of 2-3 days; e.g. grass swales, porous pavements, landscape detention, reducing directly connecting impervious areas to increase infiltration. This would be coordinated through and in compliance with the requirements of the County's Engineering and/or Stormwater sections.

Suggested elements in this section include the following:

- Design review – Qualified personnel review construction plans and conduct field investigation to ensure construction per specifications of UDFCD Volume 3 and County criteria.

- Operation and maintenance activities:

This should identify who will conduct these activities (e.g., staff or contractor), and a schedule or trigger point for doing each task. Again, the UDFCD's Vol. 3 contains minimum operation and maintenance activities. If staff are to be used, this section should note if they will need training and how they will receive it.

- Regular inspections:

Facilities that are found to retain water should be inspected regularly to ensure that no mosquito larvae are present. Facilities should be inspected once a week beginning in April and continuing through September.

- Larvacide program:

Even if inspections do not reveal larvae, a larvaciding program should be established as a preventive measure at the same time that the inspection program begins (generally May) and continue through September. Some mosquitoes lay their eggs in mud, and when rain falls later, they can hatch and present a problem. Larvacide should be applied at the recommended rate and frequency specified by the product manufacturer. Mosquito control products can be found by doing a search on the internet.

Natural control of mosquito larva can be very effective is done properly. Consult the Colorado Department of Wildlife, Fisheries Division, for consultation on proper stocking of ponds with fish that will effectively control mosquito larvae.

For Technical Assistance - Contact Monte Deatrich, Tri-County Health Department's mosquito control specialist, if you have any questions about any elements of the mosquito control program. Mr. Deatrich is in Tri-County's Commerce City office; he can be reached by phone at (303) 439-5902, or by e-mail at [mdeatrich@tchd.org](mailto:mdeatrich@tchd.org).



## URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

---

Ken MacKenzie, Executive Director  
2480 W. 26th Avenue, Suite 156B  
Denver, CO 80211-5304

Telephone 303-455-6277  
Fax 303-455-7880  
[www.udfcd.org](http://www.udfcd.org)

March 14, 2017

### UDFCD Maintenance Eligibility Program Referral Review Comments

Project: **Saddle Rock Highlands Filing No. 7**  
Stream: **Nameless Tributary**  
UDFCD MEP Phase: **Referral**  
UD MEP ID: **105898/10001183**

Dear Bill,

This letter is in response to the request for our comments concerning the above referenced project. We have **no comments** on this project as it is not eligible for maintenance. The tributary area is less than 130 acres and the site does not include any proposed UDFCD master plan improvements.

Please feel free to contact me with any questions or concerns.

Sincerely,

**Urban Drainage and Flood Control District**

*Shea Thomas*

**Shea Thomas, PE**

Watershed Services Program



**Right of Way & Permits**

1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: **303.571.3306**  
Facsimile: 303. 571.3524  
donna.l.george@xcelenergy.com

March 16, 2017

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

Attn: Bill Skinner

**RE: Tallgrass FDP and Saddle Rock Highlands F7 Replat  
Case #s P16-027 and P16-028**

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has determined **there is a conflict** with the above captioned project. PSCo owns and operates an existing natural gas main pipeline along the East Quincy Avenue right-of-way within a PSCo easement. Should this line need to be relocated out of the PSCo easement suggested to be vacated, the property owner/developer/contractor must contact the **Builder's Call Line** at <https://xcelenergy.force.com/FastApp> (*register so you can track your application*) **or** 1-800-628-2121 and complete the application process for any new gas or electric service, or modification to existing facilities including relocation. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details.

The property owner/developer/contractor must contact **Robyn Larm**, Right-of-Way Agent at 303-761-2043 in order to process any necessary quitclaim deeds. Additional easements may need to be acquired by separate document for new facilities.

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

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

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





# CUNNINGHAM FIRE PROTECTION DISTRICT

2015 SOUTH DAYTON STREET ♦ DENVER, CO 80247 ♦ Phone: (303) 755-9202  
Fax: (303) 337-7971

## **FDP Comment**

March 15, 2017

Bill Skinner, AICP  
Arapahoe County Public Works - Planning Division  
6924 S. Lima Street  
Centennial, CO, 80112  
720-874-6651

Re: ARAPCO referral for: P16-027 Tallgrass Single Family Detached Replat & P16-028 Tallgrass SFD Final Development Plan

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Sincerely,

Scott Hare  
Fire Prevention



March 9, 2017

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

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Kathy Boyer, REHS  
Environmental Health Specialist III

cc: Sheila Lynch, Steven Chevalier, Monte Deatrich, TCHD

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Suggested elements in this section include the following:

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- Operation and maintenance activities:

This should identify who will conduct these activities (e.g., staff or contractor), and a schedule or trigger point for doing each task. Again, the UDFCD's Vol. 3 contains minimum operation and maintenance activities. If staff are to be used, this section should note if they will need training and how they will receive it.

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Facilities that are found to retain water should be inspected regularly to ensure that no mosquito larvae are present. Facilities should be inspected once a week beginning in April and continuing through September.

- Larvacide program:

Even if inspections do not reveal larvae, a larvaciding program should be established as a preventive measure at the same time that the inspection program begins (generally May) and continue through September. Some mosquitoes lay their eggs in mud, and when rain falls later, they can hatch and present a problem. Larvacide should be applied at the recommended rate and frequency specified by the product manufacturer. Mosquito control products can be found by doing a search on the internet.

Natural control of mosquito larva can be very effective is done properly. Consult the Colorado Department of Wildlife, Fisheries Division, for consultation on proper stocking of ponds with fish that will effectively control mosquito larvae.

For Technical Assistance - Contact Monte Deatrich, Tri-County Health Department's mosquito control specialist, if you have any questions about any elements of the mosquito control program. Mr. Deatrich is in Tri-County's Commerce City office; he can be reached by phone at (303) 439-5902, or by e-mail at [mdeatrich@tchd.org](mailto:mdeatrich@tchd.org).



## URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

---

Ken MacKenzie, Executive Director  
2480 W. 26th Avenue, Suite 156B  
Denver, CO 80211-5304

Telephone 303-455-6277  
Fax 303-455-7880  
[www.udfcd.org](http://www.udfcd.org)

March 14, 2017

### UDFCD Maintenance Eligibility Program Referral Review Comments

Project: **Saddle Rock Highlands Filing No. 7**  
Stream: **Nameless Tributary**  
UDFCD MEP Phase: **Referral**  
UD MEP ID: **105898/10001183**

Dear Bill,

This letter is in response to the request for our comments concerning the above referenced project. We have **no comments** on this project as it is not eligible for maintenance. The tributary area is less than 130 acres and the site does not include any proposed UDFCD master plan improvements.

Please feel free to contact me with any questions or concerns.

Sincerely,

**Urban Drainage and Flood Control District**

*Shea Thomas*

**Shea Thomas, PE**

Watershed Services Program



**Right of Way & Permits**

1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: **303.571.3306**  
Facsimile: 303. 571.3524  
donna.l.george@xcelenergy.com

March 16, 2017

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

Attn: Bill Skinner

**RE: Tallgrass FDP and Saddle Rock Highlands F7 Replat  
Case #s P16-027 and P16-028**

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has determined **there is a conflict** with the above captioned project. PSCo owns and operates an existing natural gas main pipeline along the East Quincy Avenue right-of-way within a PSCo easement. Should this line need to be relocated out of the PSCo easement suggested to be vacated, the property owner/developer/contractor must contact the **Builder's Call Line** at <https://xcelenergy.force.com/FastApp> (*register so you can track your application*) **or** 1-800-628-2121 and complete the application process for any new gas or electric service, or modification to existing facilities including relocation. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details.

The property owner/developer/contractor must contact **Robyn Larm**, Right-of-Way Agent at 303-761-2043 in order to process any necessary quitclaim deeds. Additional easements may need to be acquired by separate document for new facilities.

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

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

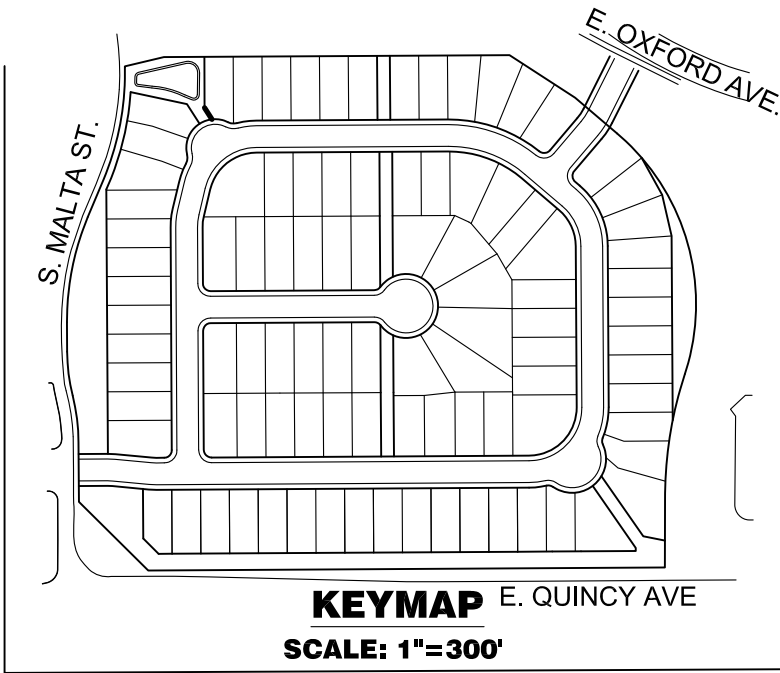
Donna George  
Contract Right of Way Referral Processor  
Public Service Company of Colorado



# SADDLE ROCK HIGHLANDS FILING No. 7

## FINAL DEVELOPMENT PLAN

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 2, T5S., R66W, OF THE 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO  
SADDLE ROCK HIGHLANDS, FILING NO 7



### LEGAL DESCRIPTION

LOT 1, SADDLE ROCK HIGHLANDS FILING NO. 3, AND TRACT 64, SADDLE ROCK HIGHLANDS FILING NO. 1, COUNTY OF ARAPAHOE, STATE OF COLORADO.

"BEARINGS SHOWN HEREON ARE BASED ON THE LINE FORMED BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING S89 40'17"W. THE PLATTED BEARING FOR THE SAME LINE, PER SADDLE ROCK HIGHLANDS FILING NO. 7, BEARS S89 40'08"W, HAVING A ROTATION DIFFERENCE OF 09".

### SIGNATURE BLOCKS

#### BOARD OF COUNTY COMMISSIONERS APPROVAL

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

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

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

#### PLANNING COMMISSION RECOMMENDATION

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

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

#### CERTIFICATE OF OWNERSHIP

I \_\_\_\_\_ HEREBY AFFIRM THAT I AM THE OWNER OR AUTHORIZED AGENT OF ALL INDIVIDUALS HAVING OWNERSHIP INTEREST IN THE PROPERTY DESCRIBED HEREIN, KNOWN AS SADDLE ROCK HIGHLANDS FILING NO. 7, CASE NO. P16-027.

COPPER LEAF NORTH, LLC., A COLORADO LIMITED LIABILITY COMPANY

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

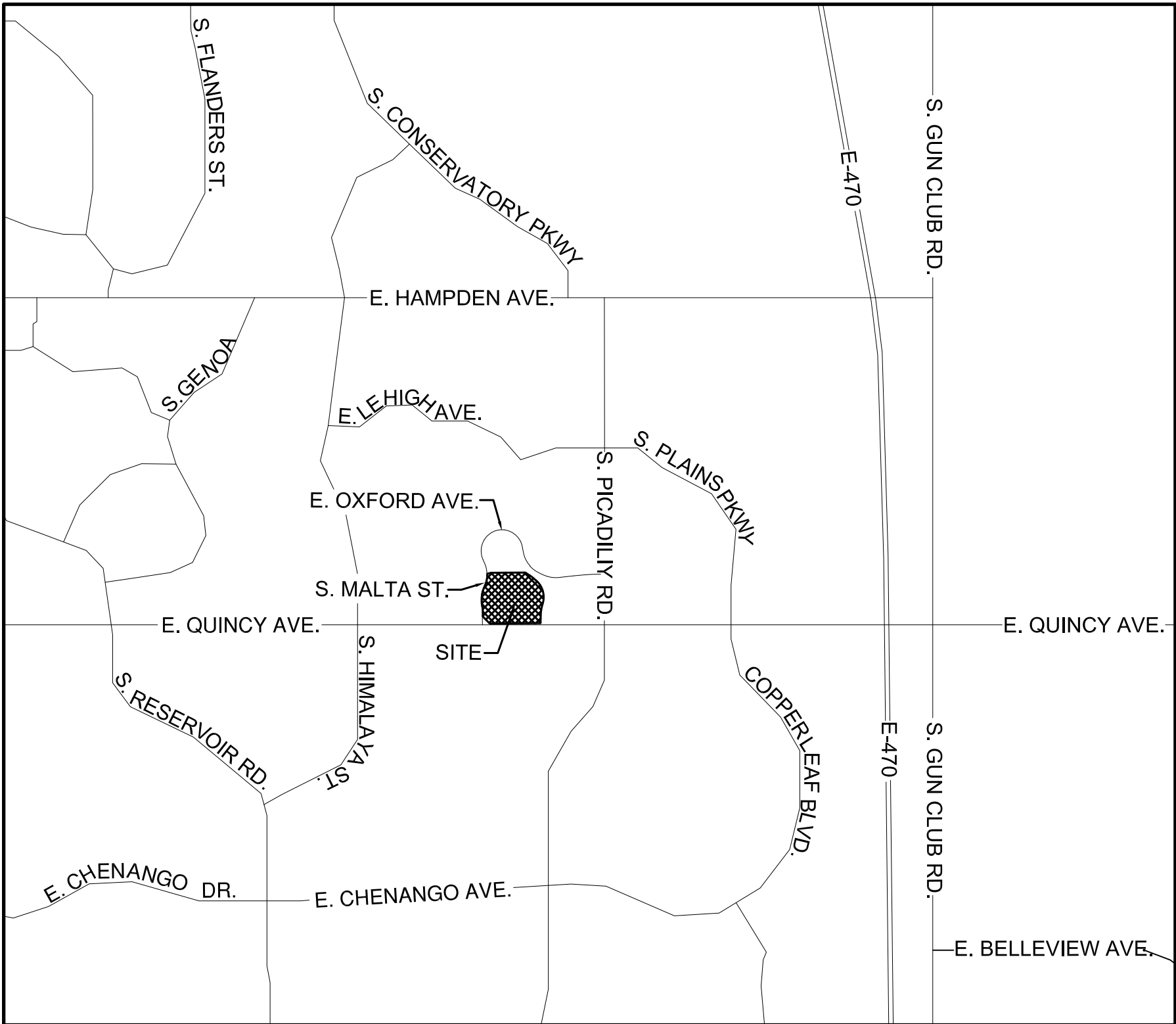
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY \_\_\_\_\_

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

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

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

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



VICINITY MAP  
CURRENT ZONING: MU-PUD

SCALE 1" = 2000'



#### APPLICANT

TIM BUSCHAR  
MERITAGE HOMES  
6892 S. YOSEMITE CT.  
SUITE 1-201,  
CENTENNIAL, CO 80112  
P:(303)-406-4309  
F: 720-482-0222

#### ENGINEER

J3 ENGINEERING CONSULTANTS  
STEPHEN DOUGLAS  
6505 S. PARIS ST. SUITE B  
CENTENNIAL, CO 80111  
P:(303)-368-5601  
F: (303)-368-5603

#### PLANNER & LANDSCAPE ARCHITECT

KAREN HENRY  
HENRY DESIGN GROUP  
1501 WAZEE ST. SUITE 1-C  
DENVER, CO 80202  
P:(303) 446-2368  
F: (303)-446-0958

### SHEET INDEX

SP.01	COVER
SP.02	NOTES
SP.03	SITE PLAN
SP.04	GRADING PLAN
SP.05	OVERALL UTILITY PLAN
SP.06	LANDSCAPE PLAN
SP.07	LANDSCAPE NOTES
SP.08	TYPICAL LOT LANDSCAPE DETAILS
SP.09	FENCING & MONUMENT PLAN
SP.10	SITE DETAILS
SP.11	ARCHITECTURAL ELEVATIONS
SP.12	ARCHITECTURAL ELEVATIONS
SP.13	ARCHITECTURAL ELEVATIONS
SP.14	ARCHITECTURAL ELEVATIONS
SP.15	ARCHITECTURAL ELEVATIONS

**THE HENRY DESIGN GROUP**  
LAND PLANNING - LANDSCAPE ARCHITECTURE & DESIGN  
1501 WAZEE STREET SUITE 1-C DENVER, COLORADO 80202  
Phone: 303-446-2368 Fax: 303-446-0958

SADDLE ROCK HIGHLANDS FILING No. 7

FINAL DEVELOPMENT PLAN

COVER

APPLICANT:

MERITAGE HOMES  
TIM BUSCHAR  
6892 S. YOSEMITE COURT,  
SUITE 1-201  
CENTENNIAL, CO 80112  
303.406.4309

ENGINEER:

J3 ENGINEERING CONSULTANTS  
6505 S. PARIS STREET,  
SUITE B  
CENTENNIAL, CO 80111  
303.368.5601

NOT FOR  
CONSTRUCTION



Know what's below.  
Call before you dig.

DATE:

NOVEMBER 4, 2016

1st SUBMITTAL

REVISIONS

JANUARY 31, 2017

2nd SUBMITTAL

APRIL 12, 2017

3rd SUBMITTAL

SHEET TITLE:

COVER

SHEET NUMBER:

SP.01

SHEET 1 OF 15

STANDARD NOTES

THE OWNER(S), DEVELOPER(S) AND/OR SUBDIVIDER(S) OF THE FDP KNOWN AS SADDLE ROCK HIGHLANDS FILING NO. 7, 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.

DRAINAGE LIABILITY

IT IS THE POLICY OF ARAPAHOE COUNTY THAT IT DOES NOT AND WILL NOT ASSUME LIABILITY FOR THE DRAINAGE FACILITIES DESIGNED AND/OR CERTIFIED BY J3 ENGINEERING CONSULTANTS. ARAPAHOE COUNTY REVIEWS DRAINAGE PLANS PURSUANT TO COLORADO REVISED STATUTES TITLE 30, ARTICLE 28, BUT CANNOT, ON BEHALF OF COPPER LEAF NORTH, LLC., A COLORADO LIMITED LIABILITY COMPANY AND/OR THEIR SUCCESSORS AND/OR ASSIGNS OF FUTURE LIABILITY FOR IMPROPER DESIGN. COPPER LEAF NORTH, LLC., A COLORADO LIMITED LIABILITY COMPANY GUARANTEES THAT FINAL DRAINAGE DESIGN REVIEW WILL ABSOLVE RICHARD CROSS. IT IS THE POLICY OF ARAPAHOE COUNTY THAT APPROVAL OF THE FINAL PLAT AND/OR FINAL DEVELOPMENT PLAN DOES NOT IMPLY APPROVAL OF J3 ENGINEERING CONSULTANTS DRAINAGE DESIGN.

LANDSCAPE MAINTENANCE

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

SIGHT TRIANGLE MAINTENANCE

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

PUBLIC IMPROVEMENTS NOTE

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

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 CONSTRUCTION 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.

SPECIFIC NOTES

REGIONAL TRANSPORTATION IMPROVEMENT FEE (RTD) AREA

THIS (SUBDIVISION/DEVELOPMENT) IS LOCATED WITHIN AN AREA THAT HAS BEEN IDENTIFIED AS DEFICIENT IN REGIONAL 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.

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.

REGIONAL TRANSPORTATION IMPROVEMENT FEE (RTIF) AREA

THE (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 375-95 A, 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.

AIRPORT INFLUENCE AREA

(OFF SITE IMPROVEMENTS)

- TO CARRY OUT ONE OR MORE OF THE FOLLOWING AS MAY BE REQUIRED BY THE BOARD OF COUNTY COMMISSIONERS:
- 1) TO INCLUDE SAID DEVELOPMENT WITHIN A SPECIAL DISTRICT FOR THE PURPOSE OF PARTICIPATION IN THE CONSTRUCTION OF NECESSARY OFF-SITE IMPROVEMENTS AT THE TIME OF APPROVAL OF FINAL DEVELOPMENT PLANS.
- 2) TO COOPERATE WITH OTHER OWNERS OF OTHER PARCELS AND/OR OTHER SPECIAL DISTRICTS IN OFF-SITE ROADWAY IMPROVEMENTS AS NECESSITATED BY THE DEVELOPMENT IMPACTS AS MAY 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.

SADDLE ROCK HIGHLANDS FILING No. 7  
FINAL DEVELOPMENT PLAN

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 2, T5S., R66W, OF THE 6TH P.M.

COUNTY OF ARAPAHOE, STATE OF COLORADO

SADDLE ROCK HIGHLANDS, FILING NO 7

AIRPORT INFLUENCE AREA

(EASEMENT/HAZARD EASEMENT)

AN AVIGATION AND HAZARD EASEMENT AFFECTING ALL PROPERTY CONTAINED WITHIN THE FDP HAS BEEN LEGALLY EXECUTED. SAID EASEMENT DOCUMENT CAN BE FOUND IN B2087358, OF THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER. THE LANDS CONTAINED WITHIN THIS FDP 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 FDP SHALL COMPLY WITH F.A.R. PART 77, "HEIGHT AND OBSTRUCTION CRITERIA".

DRAINAGE

ALL DRAINAGE, DETENTION POND AND STORM SEWER EASEMENTS SHOWN HEREON BURDEN AND RUN WITH ALL LANDS DESCRIBED IN THIS PLAT TO THE BENEFIT OF ARAPAHOE COUNTY AND ITS ASSIGNS, AND ARE BINDING UPON THE OWNERS AND THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS. THE EASEMENTS ARE GOVERNED BY THE TERMS AND CONDITIONS OF ARAPAHOE COUNTY'S STORMWATER AND DRAINAGE REGULATIONS AND STANDARDS AND ALL TERMS AND CONDITIONS OF RECORD, INCLUDING THOSE RECORDED ON JUNE 5, 1997, AT RECEPTION NUMBER A7066570. AS THOSE REGULATIONS, STANDARDS, TERMS AND CONDITIONS EXIST AT THE TIME OF COUNTY APPROVAL OF THIS DOCUMENT AND AS THEY MAY BE AMENDED FROM TIME TO TIME.

PUBLIC USE EASEMENT

ALL PUBLIC USE EASEMENTS SHOWN HEREON BURDEN AND RUN WITH ALL LANDS DESCRIBED IN THIS PLAT TO THE BENEFIT OF ARAPAHOE COUNTY AND ITS ASSIGNS, AND ARE BINDING UPON THE OWNERS AND THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS. THE PUBLIC USE EASEMENTS ARE GOVERNED BY THE TERMS AND CONDITIONS OF ARAPAHOE COUNTY'S EASEMENT REGULATIONS AND STANDARDS AND ALL TERMS AND CONDITIONS OF RECORD, IF ANY, AS THOSE REGULATIONS, STANDARDS, TERMS AND CONDITIONS EXIST AT THE TIME OF COUNTY APPROVAL OF THIS DOCUMENT AND AS THEY MAY BE AMENDED FROM TIME TO TIME.

STORMWATER MAINTENANCE

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

COMPARISON CHART

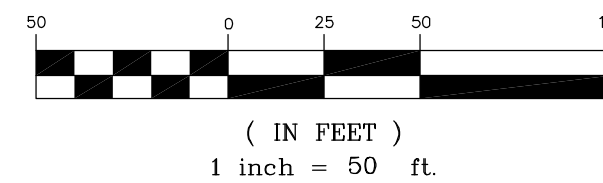
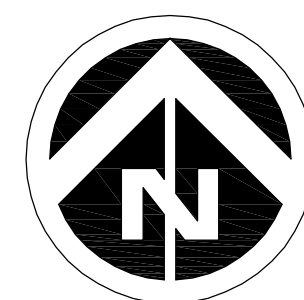
CRITERIA	SADDLE ROCK HIGHLANDS (NORTH QUINCY HIGHLANDS) PRELIMINARY DEVELOPMENT PLAN – AMENDMENT NO. 2 (CASE NO. 202-004)	SADDLE ROCK HIGHLANDS FINAL DEVELOPMENT PLAN FILING NO. 7 (REPLAT OF SADDLE ROCK HIGHLANDS FILING NO. 1) CASE NO. P16-027
ZONING	MU-PUD	MU-PUD
PARCEL	PARCEL G	LOT 1 – BLOCK 23
PARCEL SIZE	16.47 ACRES	16.28 ACRES
PERMITTED LAND USE	MULTI-FAMILY RESIDENTIAL (INCLUDING SFD)	SINGLE FAMILY DETACHED RESIDENTIAL
NUMBER OF DWELLING UNITS	260	96
GROSS DENSITY	15.9 DU/AC	5.896 DU/AC
MINIMUM LOT AREA (Sec. 2.2.4 of PDP)	4,000 SF	4,200 SF
NUMBER OF SFD LOTS LESS THAN 6,000 SF	NO MORE THAN 50% OF ALL SFD LOTS OR 402 (WHICH IS 50% OF THE TOTAL PDP SFD LOTS)	EXISTING:117 LOTS LESS THAN 6,000 SF PROPOSED:96 LOTS LESS THAN 6,000 SF TOTAL: 213 TOTAL LOTS LESS THAN 6,000 SF = 213/718 (TOTAL PLATTED LOTS) = 29.67%
SEC. 2.2.1A RESIDENTIAL DESIGN STANDARDS – SFD LOT SIZES	A. SINGLE FAMILY DETACHED LOTS LESS THAN 6,000 SQUARE FEET IN SIZE MAY NOT MAKE UP MORE THAN 50% OF ALL SINGLE FAMILY DETACHED LOTS, OR 402 (WHICH IS 50% OF THE PROPOSED SINGLE FAMILY LOTS) WHICHEVER IS GREATER, OF THE TOTAL LOTS OF PARCELS A, C, D, E, AND F. SINGLE FAMILY ATTACHED LOTS , REGARDLESS OF THE PARCEL THEY ARE LOCATED WITHIN WILL NOT COUNT TOWARDS THIS MAXIMUM	<ul style="list-style-type: none"><li>SADDLE ROCK HIGHLANDS ("SRH") FILING NO. 1 = 718 TOTAL SFD LOTS (BASED ON RECORDED PLAT)</li><li>SRH FILING NO. 1 SMALL SFD LOTS = 117 (16.3% OF TOTAL)</li><li>(BASED ON RECORDED PLAT)</li><li>SRH FILING NO. 7 PROPOSED SMALL LOTS = 96 (13.37% OF TOTAL)</li><li>TOTAL SFD SMALL LOTS WITHIN SRH- = 213 (29.67% )</li></ul>
MINIMUM LOT WIDTH	45 FEET (CURVED FRONTAGE OR CUL-DE-SAC FRONTAGE NOT DEFINED)	45 FEET ON A STRAIGHT FRONTAGE 30 FEET ON A CURVED FRONTAGE OR CUL-DE- SAC (AS MEASURED AT THE SETBACK)
MINIMUM SETBACKS	FRONT: FACE OF GARAGE FROM BACK OF WALK: 20 FEET FRONT: 12 FEET HOUSE; 8 FEET TO PORCH FROM BACK OF WALK SIDE TO HOUSE: 3 FEET; 10 FEET BETWEEN BUILDINGS SIDE TO GARAGE: 3 FEET SIDE HOUSE AND GARAGE TO PUBLIC ROW: 12 FEET REAR TO HOUSE: 15 FEET	FRONT: FACE OF GARAGE FROM BACK OF WALK: 20 FEET FRONT: 12 FEET HOUSE; 8 FEET TO PORCH FROM BACK OF WALK SIDE TO HOUSE: 3 FEET; 10 FEET BETWEEN STRUCTURES SIDE TO GARAGE: 3 FEET SIDE HOUSE AND GARAGE TO PUBLIC ROW: 12 FEET REAR TO HOUSE: 15 FEET
MAXIMUM BUILDING HEIGHT	35 FEET	35 FEET
MINIMUM REQUIRED PARKING	2 SPACES PER UNIT	2 SPACES PER UNIT
MINIMUM GUEST PARKING REQUIRED	N/A	GUEST PARKING PROVIDED: 2 PER DU IN DRIVEWAY AND ON ADJACENT PUBLIC LOCAL STREETS
MINIMUM UNOBSTRUCTED OPEN SPACE	10%	10.56%
MAX. GROUND COVERAGE BY STRUCTURES	50%	50%



# SADDLE ROCK HIGHLANDS FILING No. 7 FINAL DEVELOPMENT PLAN

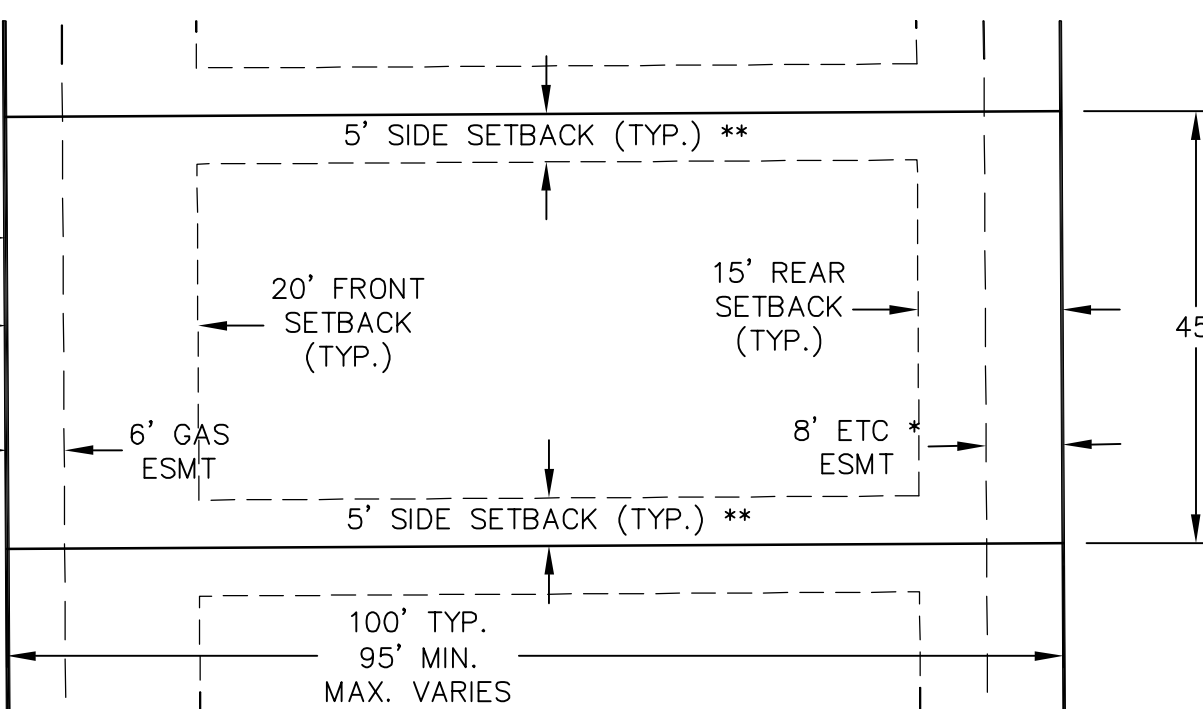
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COUNTY OF ARAPAHOE, STATE OF COLORADO  
SADDLE ROCK HIGHLANDS, FILING NO 7

**THE HENRY DESIGN GROUP**  
LAND PLANNING - ARCHITECTURE - DESIGN  
1501 W. 10TH STREET, SUITE 100, DENVER, COLORADO 80202  
Phone: 303-444-2368 Fax: 303-444-4958



TALLGRASS:  
96 SINGLE FAMILY DETACHED LOTS  
STANDARD LOT SIZE = 45' W x 100' D  
(MIN. DEPTH = 95', MAX. DEPTH VARIES)  
SITE ACREAGE = 16.26 AC. ±  
OPEN SPACE = 1.71 AC. ± (10%)  
DU/AC = 5.90

\* ETC = ELECTIC/TELEPHONE/CABLE  
\*\* 12' SIDE LOT SETBACK WHEN LOT IS ADJACENT TO THE PUBLIC R.O.W.



**TYPICAL LOT SETBACK DETAIL**  
SCALE: 1" = 20'

**NOTE:**  
4" MOUNTABLE CURB FOR ENTIRE SITE WITH  
EXCEPTION OF SOUTH ODESSA WAY 6"  
VERTICAL CURB FOR SOUTH ODESSA WAY.

## SYMBOLS AND LINETYPES LEGEND

CENTER LINE OF STREET
PROPERTY LINE
RIGHT OF WAY LINE
LOT LINE
EASEMENT LINE
BUILDING SETBACK LINE
CURB & GUTTER
SNOW STORAGE AREA
IRRIGATION OPEN SPACE

## BASIS OF BEARINGS

SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6th P.M., AS BEING S89°40'17"W BETWEEN MONUMENTS AT THE SOUTHEAST CORNER OF SECTION 2 BY A 3" BRASS CAP STAMPED "CITY OF AURORA 1989 LS 16419" (IN RANGE BOX & POINT OF COMMENCEMENT) AND AT THE SOUTH 1/4 CORNER OF SECTION 2 BY A 3" BRASS CAP STAMPED "CITY OF AURORA 1989 LS 16419" (IN RANGE BOX).

## SITE BENCHMARK AND DATUM

ELEVATIONS SHOW ARE BAED ON THE CITY OF AURORA BENCH MARK "GS6602SW001". BEING A CHISELED SQUARE LOCATED AT THE NORTHWEST CORNER OF A 21 1/2 FT WIDE INLET AT THE EAST OF AN EXISTING CURB AND GUTTER ON THE NORTH SIDE OF EAST QUINCY AVENUE, 125 FEET WEST OF HIMALAYA ROAD.

ELEVATION = 5714.96 (NAVD 88) AS PUBLISHED BY THE CITY OF AURORA, ARAPAHOE COUNTY, STATE OF COLORADO.

SADDLE ROCK HIGHLANDS FILING No. 7  
FINAL DEVELOPMENT PLAN  
ARAPAHOE COUNTY, STATE OF COLORADO  
SITE PLAN

## APPLICANT:

MERITAGE HOMES  
TIM BUSCHAR  
6892 S. YOSEMITE COURT,  
SUITE 1-201  
CENTENNIAL, CO 80112  
303.406.4309

## ENGINEER:

J3 ENGINEERING CONSULTANTS  
6505 S. PARIS STREET,  
SUITE B  
CENTENNIAL, CO 80111  
303.368.5601

NOT FOR  
CONSTRUCTION



## DATE:

NOVEMBER 4, 2016

1st SUBMITTAL

REVISIONS

JANUARY 31, 2017

2nd SUBMITTAL

APRIL 12, 2017

3rd SUBMITTAL

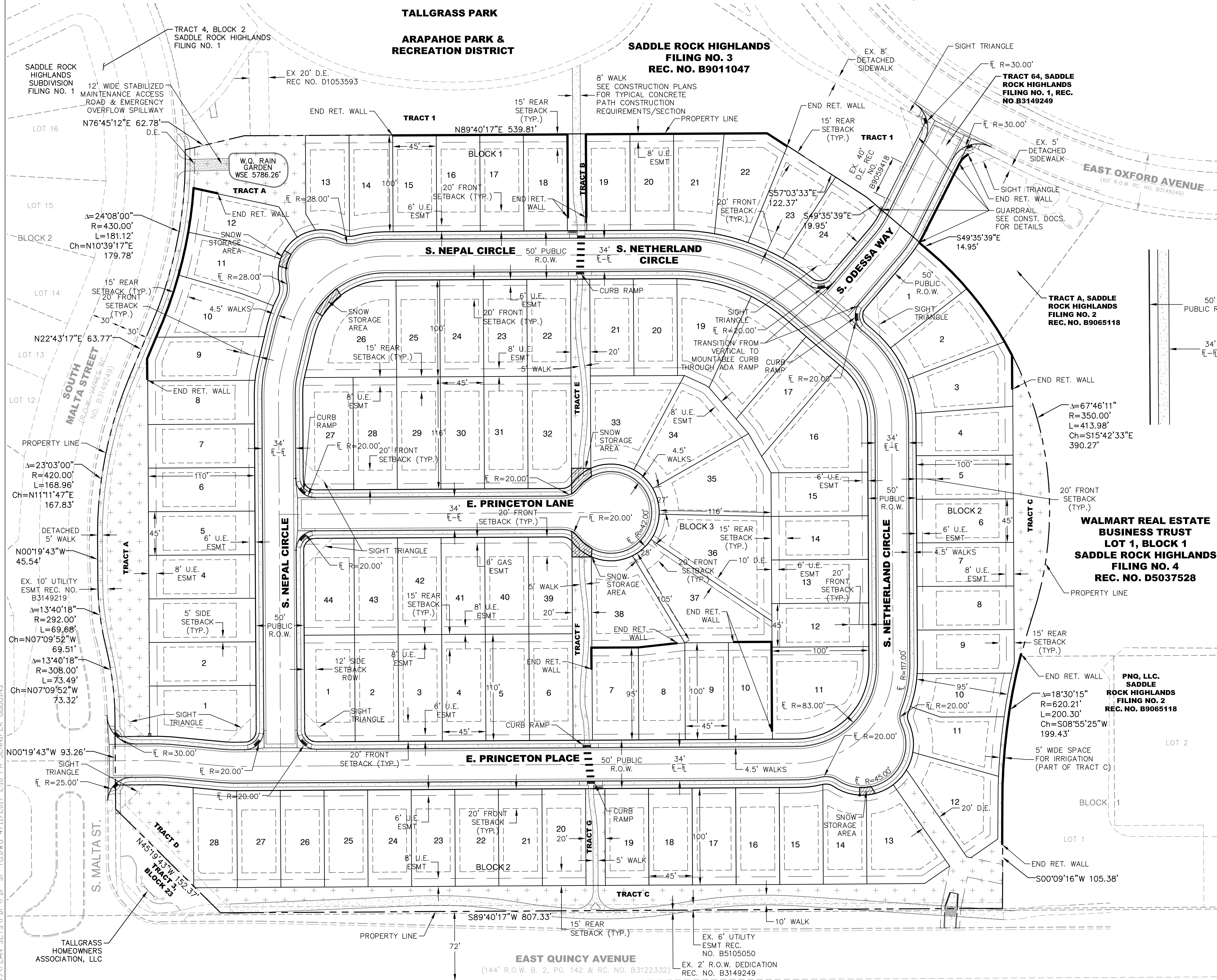
## SHEET TITLE:

SITE PLAN

## SHEET NUMBER:

SP.03

SHEET 3 OF 15



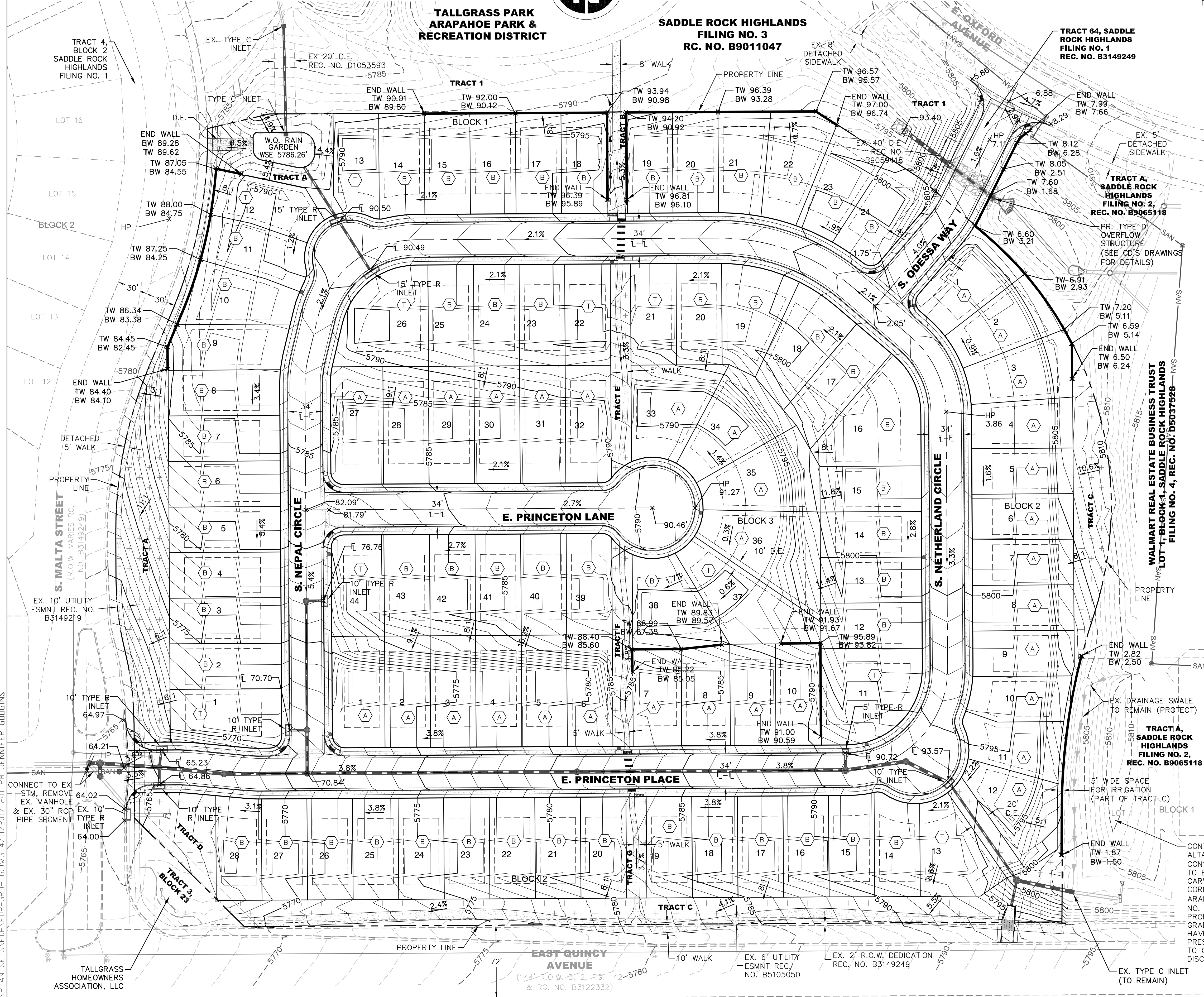
J:\129009\PLAN SETS\FDP\FDP-SP-TG.DWG 4/11/2017 2:10 PM JENNIFER GODDINS

ARAPAHOE COUNTY CASE NO. P16-0027



# SADDLE ROCK HIGHLANDS FILING No. 7 FINAL DEVELOPMENT PLAN

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 2, T5S., R66W, OF THE 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO  
SADDLE ROCK HIGHLANDS, FILING NO 7





# SADDLE ROCK HIGHLANDS FILING No. 7 FINAL DEVELOPMENT PLAN

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 2, T5S., R66W, OF THE 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO  
SADDLE ROCK HIGHLANDS, FILING NO 7

TALLGRASS PARK  
ARAPAHOE PARK &  
RECREATION DISTRICT

SADDLE ROCK HIGHLANDS  
FILING NO. 3  
RC. NO. B9011047

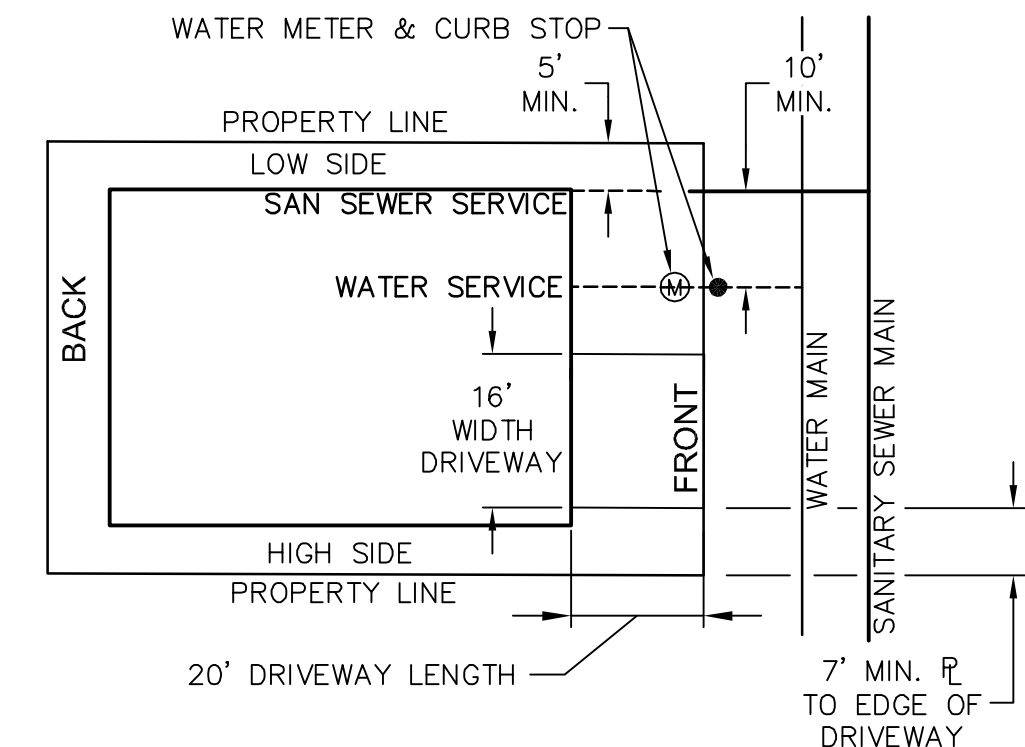
TRACT 64, SADDLE  
ROCK HIGHLANDS  
FILING NO. 1, REC.  
NO. B3149249

TRACT A, SADDLE  
ROCK HIGHLANDS  
FILING NO. 2,  
REC. NO. B9065118

WALMART REAL ESTATE  
BUSINESS TRUST  
LOT 1, BLOCK 1  
SADDLE ROCK HIGHLANDS  
FILING NO. 4  
RC. NO. D5037528

## SYMBOLS AND LINETYPES LEGEND

CENTER LINE OF STREET	SOUND WALL
PROPERTY LINE	CURB AND GUTTER
LOT LINE	EX. CURB AND GUTTER
EASEMENT / ROW LINE	FIRE HYDRANT
BUILDING SETBACK LINE	SLOPE ARROW
PROPOSED CONTOURS 5800	STREET LIGHT
EXISTING CONTOURS 5700	STREET SIGN
WATERLINE W/ GATE VALVE & TEE	HIGH POINT AND EL. x HP 5736.23
EX. WATERLINE W/ VALVE & TEE	LOW POINT AND EL. x LP 5726.23
SANITARY SEWER W/ MANHOLE	CURB, GUTTER, CROSSSPAN SIDEWALK & RAMP
STORM SEWER W/ INLET & F.E.S.	
3 RAIL FENCE WITH WIRE MESH	
6' CEDAR PRIVACY FENCE	



TYPICAL SINGLE FAMILY UTILITY SERVICE DETAIL  
NOT TO SCALE

## UTILITY NOTE:

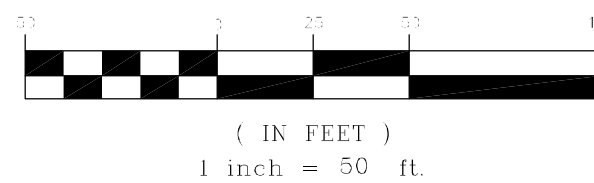
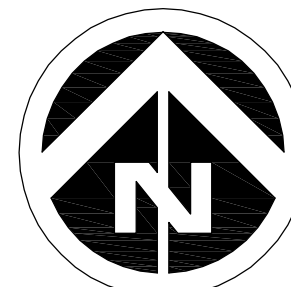
UTILITY CROSSINGS SHALL HAVE AN MINIMUM 18 INCHES OF VERTICAL CLEARANCE.  
THIS SHALL INCLUDE WATER AND SANITARY SEWER SERVICES AS WELL.

## STORM SEWER NOTES:

- SOUTHEAST METRO STORMWATER AUTHORITY (SEMSWA) MAINTAINS STORM SEWER WITHIN PUBLIC RIGHT-OF-WAY ONLY.
- ALL STORM SEWER PIPE SHALL BE BEDDED PER SEMSWA STANDARDS.
- CONTRACTOR TO MAINTAIN A MINIMUM OF 0.5% GRADE AT FLOWLINE INTO ALL SUMP INLETS.
- TYPE "R" INLETS PER CDOT AND / OR ARAPAHOE COUNTY STANDARDS.
- ALL RCP STORM SEWER PIPE SHALL BE RCP CLASS III OR HIGHER.
- TYPE R INLETS CONNECTING TO PIPE GREATER THAN 24" SHALL USE A MODIFIED BASE TO ACCOMMODATE THE LARGER PIPE SIZE. DESIGN TO BE PROVIDED WITH CONSTRUCTION DOCUMENTS.

## WATER & SANITARY SEWER NOTES:

- DOMESTIC WATER SERVICE SHALL BE 3/4" TYPE K COPPER.
- SANITARY SEWER SERVICE SHALL BE 4" PVC.
- ALL WATER AND SANITARY SEWER MATERIALS, CONSTRUCTION METHODS AND APPURTENANCES PER THE LATEST ACWWA STANDARDS AND SPECIFICATIONS.



J:\12909\PLAN SETS\FDP\UTL-DA-TGDWG 4/11/2017 2:11 PM JENNIFER GOODINS

ARAPAHOE COUNTY CASE NO. P16-0027

SADDLE ROCK HIGHLANDS FILING No. 7

FINAL DEVELOPMENT PLAN

ARAPAHOE COUNTY, STATE OF COLORADO

OVERALL UTILITY PLAN

## APPLICANT:

MERITAGE HOMES  
TIM BUSCHAR  
6892 S. YOSEMITE COURT,  
SUITE 1-201  
CENTENNIAL, CO 80112  
303.406.4309

## ENGINEER:

J3 ENGINEERING CONSULTANTS  
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## DATE:

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APRIL 12, 2017

3rd SUBMITTAL

## SHEET TITLE:

OVERALL UTILITY  
PLAN

## SHEET NUMBER:

SP.05

SHEET 5 OF 15

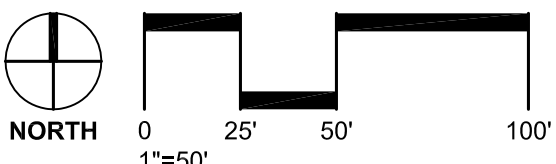
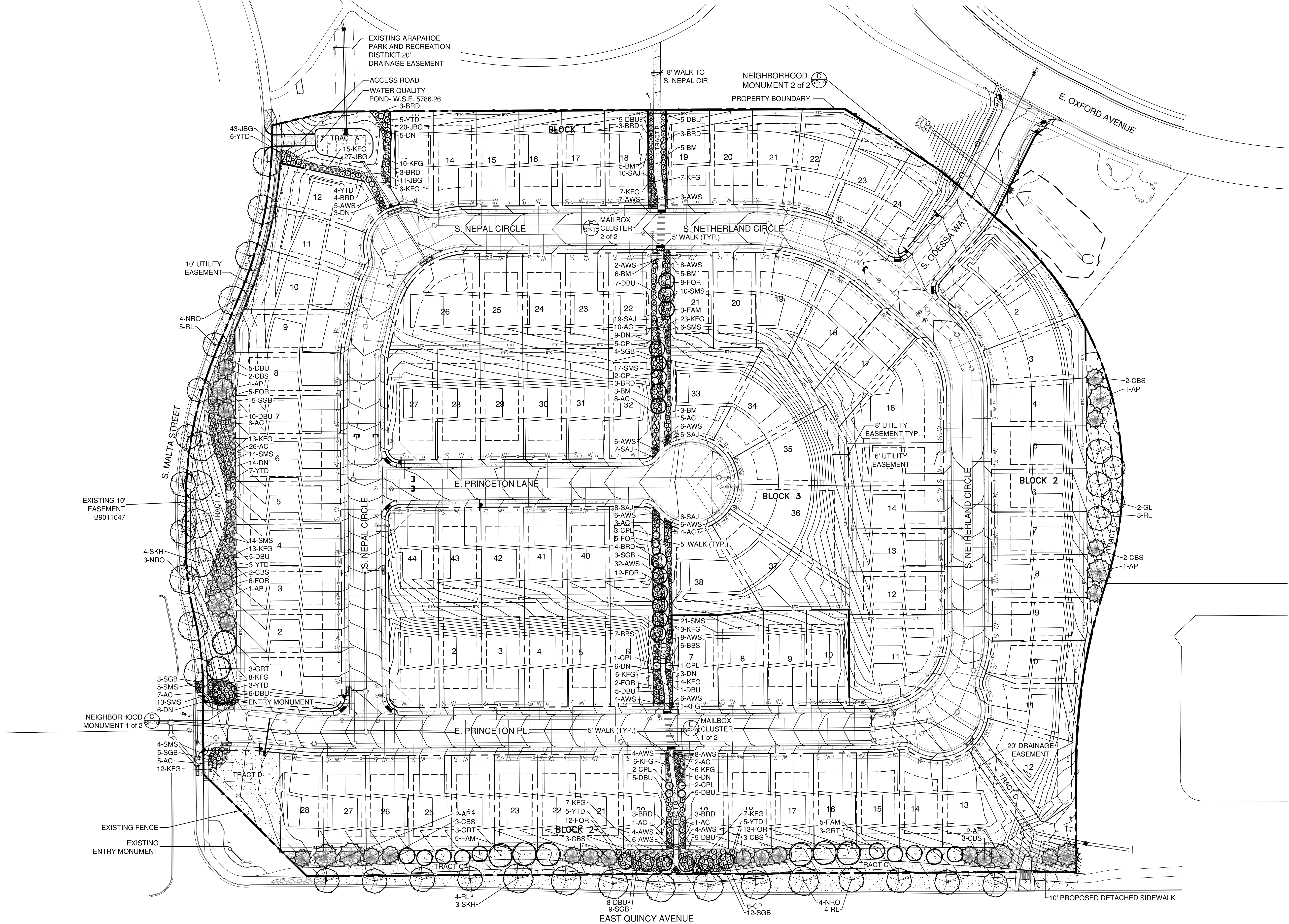


# SADDLE ROCK HIGHLANDS FILING No. 7

## FINAL DEVELOPMENT PLAN

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 2, T5S., R66W, OF THE 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO  
SADDLE ROCK HIGHLANDS, FILING NO 7

- LEGEND
- Shade Tree
  - Ornamental Tree
  - Evergreen Tree
  - Deciduous Shrubs
  - Evergreen Shrubs
  - Ornamental Grasses
  - Landscape Edging
  - Concrete
  - Sod
  - Native Seed
  - Rock Cobble



**THE HENRY DESIGN GROUP**  
LAND PLANNING - LANDSCAPE ARCHITECTURE & DESIGN  
1501 WAZEE STREET SUITE 1-C DENVER, COLORADO 80202  
Phone: 303-446-2368 Fax: 303-446-0958

**SADDLE ROCK HIGHLANDS FILING No. 7**  
**FINAL DEVELOPMENT PLAN**  
ARAPAHOE COUNTY, STATE OF COLORADO  
**LANDSCAPE PLAN**

**APPLICANT:**  
MERITAGE HOMES  
TIM BUSCHAR  
6892 S. YOSEMITE COURT,  
SUITE 1-201  
CENTENNIAL, CO 80112  
303.406.4309

**ENGINEER:**  
J3 ENGINEERING CONSULTANTS  
6505 S. PARIS STREET,  
SUITE B  
CENTENNIAL, CO 80111  
303.368.5601

**NOT FOR CONSTRUCTION**

**811**  
Know what's below.  
Call before you dig.

**DATE:**  
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**1st SUBMITTAL**  
**REVISIONS**  
JANUARY 31, 2017  
**2nd SUBMITTAL**  
APRIL 12, 2017  
**3rd SUBMITTAL**

**SHEET TITLE:**  
LANDSCAPE PLAN

**SHEET NUMBER:**  
SP.06  
SHEET 6 OF 15



SADDLE ROCK HIGHLANDS FILING No. 7  
FINAL DEVELOPMENT PLAN

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 2, T5S., R66W, OF THE 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO  
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RECOMMENDED PLANT LIST

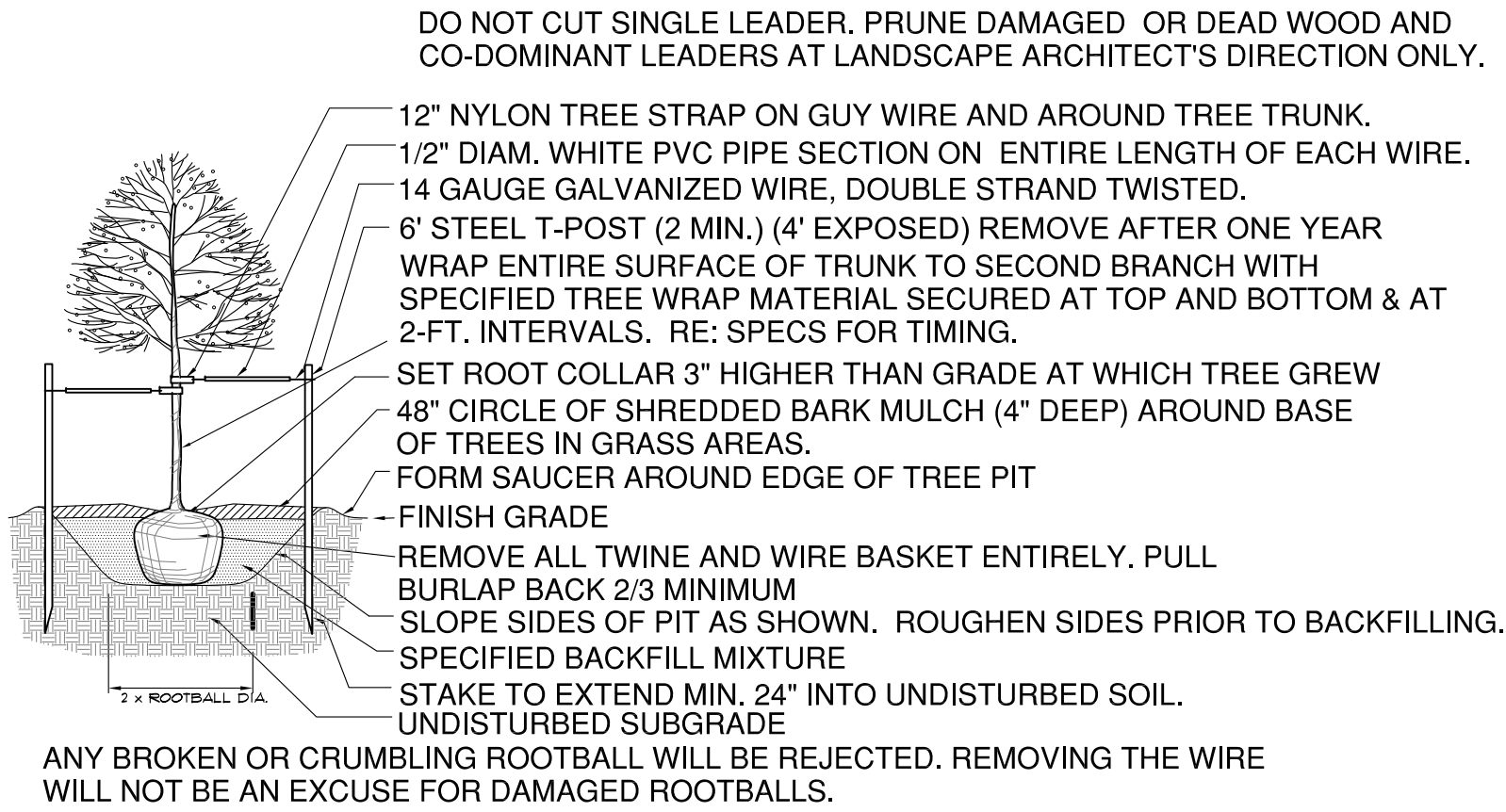
SHADE TREES				
QTY.	SYMBOL	COMMON NAME	LATIN NAME	SIZE
2	GL	GREENSPIRE LINDEN	TILIA CORDATA GREENSPIRE	2.5" CAL.
11	NRO	NORTHERN RED OAK	QUERCUS RUBA	2.5" CAL.
16	RL	REDMOND LINDEN	TILIA AMERICAN 'REDMOND'	2.5" CAL.
7	SKH	SKYLINE HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE'	2.5" CAL.
36	TOTAL			
ORNAMENTAL TREES				
14	CP	CHANTICLEER PEAR	PYRUS CALLERYANA 'CHANTICLEER'	15" CAL.
16	FAM	FLAME AMUR MAPLE	ACER GINNALA ' FLAME	15" CAL.
9	GT	GOLDEN RAINTREE	KOELREUTERIA PANICULATA	15" CAL.
39	TOTAL			
EVERGREEN TREES				
8	AP	AUSTRIAN PINE	PINUS NIGRA	6'
20	CBS	COLORADO SPRUCE	PICEA PUNGENS	6'
28	TOTAL			
SHRUBS				
78	AC	ALPINE CURRANT	RIBES ALPINUM	5 GALLON
122	AWB	ANTHONY WATERER SPIREA	SPIREA JAPONICA ' ANTHONY WATERER'	5 GALLON
27	BM	BLIZZARD MOCKORANGE	PHILADELPHUS LEWISII 'BLIZZARD'	5 GALLON
29	BRD	BAILEY REDTWIG DOGWOOD	CORNUS STOLONIFERA 'BAILEYI'	5 GALLON
11	CPL	COMMON PURPLE LILAC	SYRINGA VULGARIS	5 GALLON
76	DBU	DWARF BURNING BUSH	EUONYMUS ALATUS 'COMPACTUS'	5 GALLON
51	DN	DWARF NINEBARK	PHYSOCARPUS OPULIFOLIUS 'NANUS'	5 GALLON
63	FOR	KUMSON FORSYTHIA	F. VIRIDISSIMA KOREANA 'KUMSON'	5 GALLON
51	SGB	SPANISH GOLD BROOM	CYTIS PURGANS SPANISH GOLD	5 GALLON
100	SMG	SNOWMOUND SPIREA	SPIREA NIPPONIC ' SNOWMOUND'	5 GALLON
38	YTD	YELLOWTWIG DOGWOOD	CORNUS SERICEA FLAVIRAMEA	5 GALLON
646	TOTAL			
ORNAMENTAL GRASSES				
13	BBG	BIG BLUESTEM	MA	1 GALLON
152	KFG	FEATHER REED GRASS	CALAMAGROSTIS ACUTIFLORA ' KARL FOERSTER'	1 GALLON
100	JBG	RED BARON JAPANESE BLOOD GRASS	IMPERATA CYLINDRICA ' RED BARON'	1 GALLON
267	TOTAL			
PERENNIALS				
56	SAJ	SEDUM AUTUMN JOY	SEDUM X AUTUMN JOY	1 GALLON
56	TOTAL			
SOD				
33,360 S.F.		KENTUCKY BLUEGRASS HYBRID	TEXAS BLUEGRASS X KENTUCKY BLUEGRASS	SOD

- NOTES
- THE BUILDER IS REQUIRED TO PROVIDE FRONT YARD LANDSCAPING FOR ALL HOMES IN SINGE FAMILY DETACHED DEVELOPMENTS. FRONT YARD LANDSCAPING MUST BE INSTALLED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY OR WITHIN 120 DAYS OF THE START OF THE LANDSCAPE SEASON, APRIL 15TH.
  - REFER TO ARAPAHOE COUNTY LANDSCAPE REQUIREMENTS FOR MINIMUM PLANT SIZES.

RECOMMENDED LOW GROW NATIVE SEED MIX

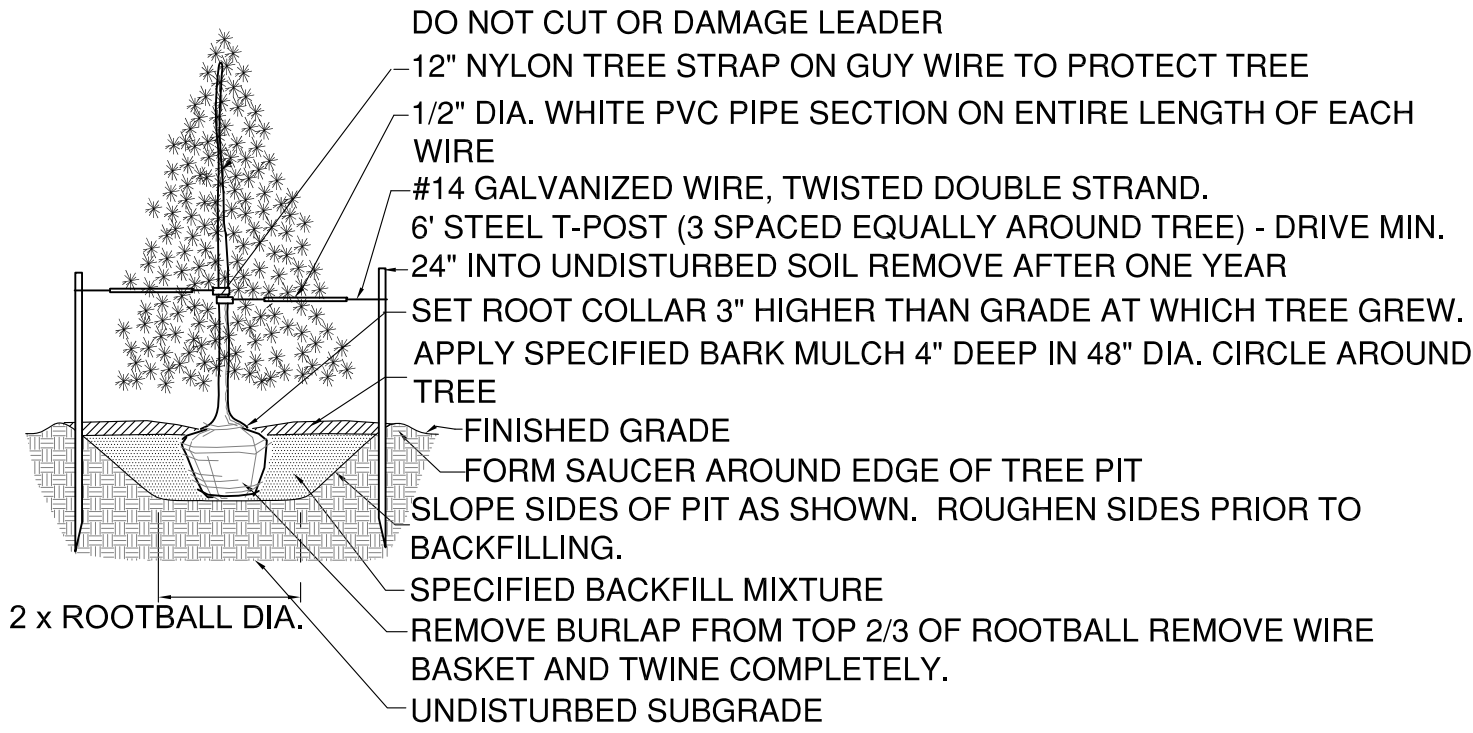
25%	EPHRAIM CRESTED WHEATGRASS
25%	SHEEP FESCUE
20%	PERENNIAL RYEGRASS
15%	CHEWINGS FESCUE
10%	CANADA BLUEGRASS
SEEDING RATE : 20-25 LBS/ACRE	

PLANTING DETAILS



DECIDUOUS TREE PLANTING DETAIL

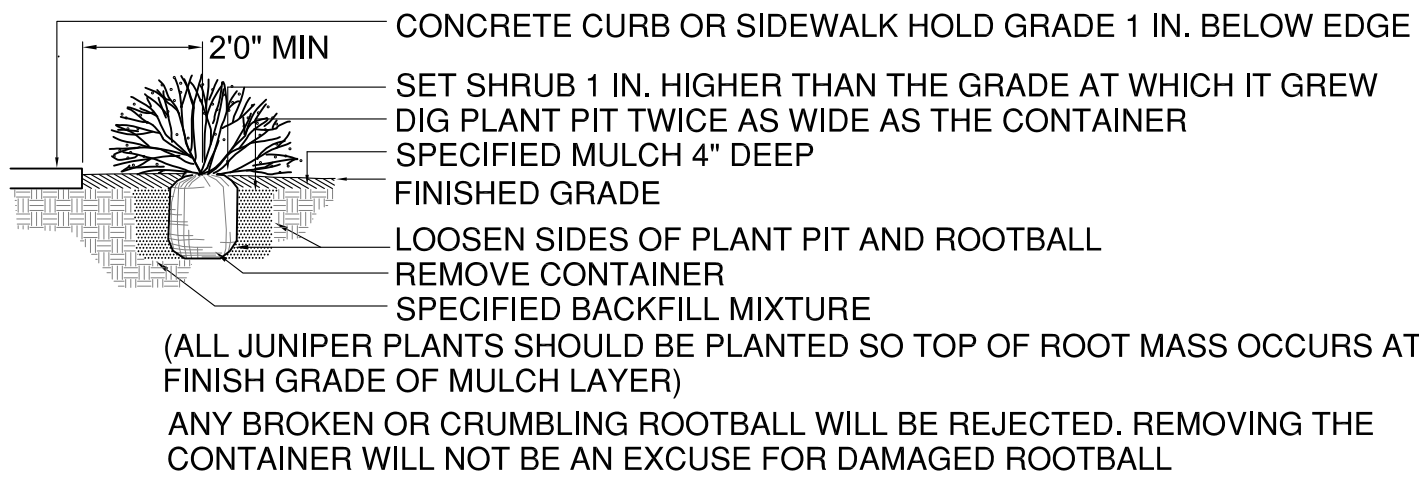
N.T.S.



EVERGREEN TREE PLANTING DETAIL

N.T.S.

PRUNE ALL DAMAGED OR DEAD WOOD IMMEDIATELY PRIOR TO PLANTING  
PLANT SHRUBS MIN. 4'-0" BEHIND CURB IN FRONT END PARKING SITUATIONS.



SHRUB PLANTING DETAIL

N.T.S.

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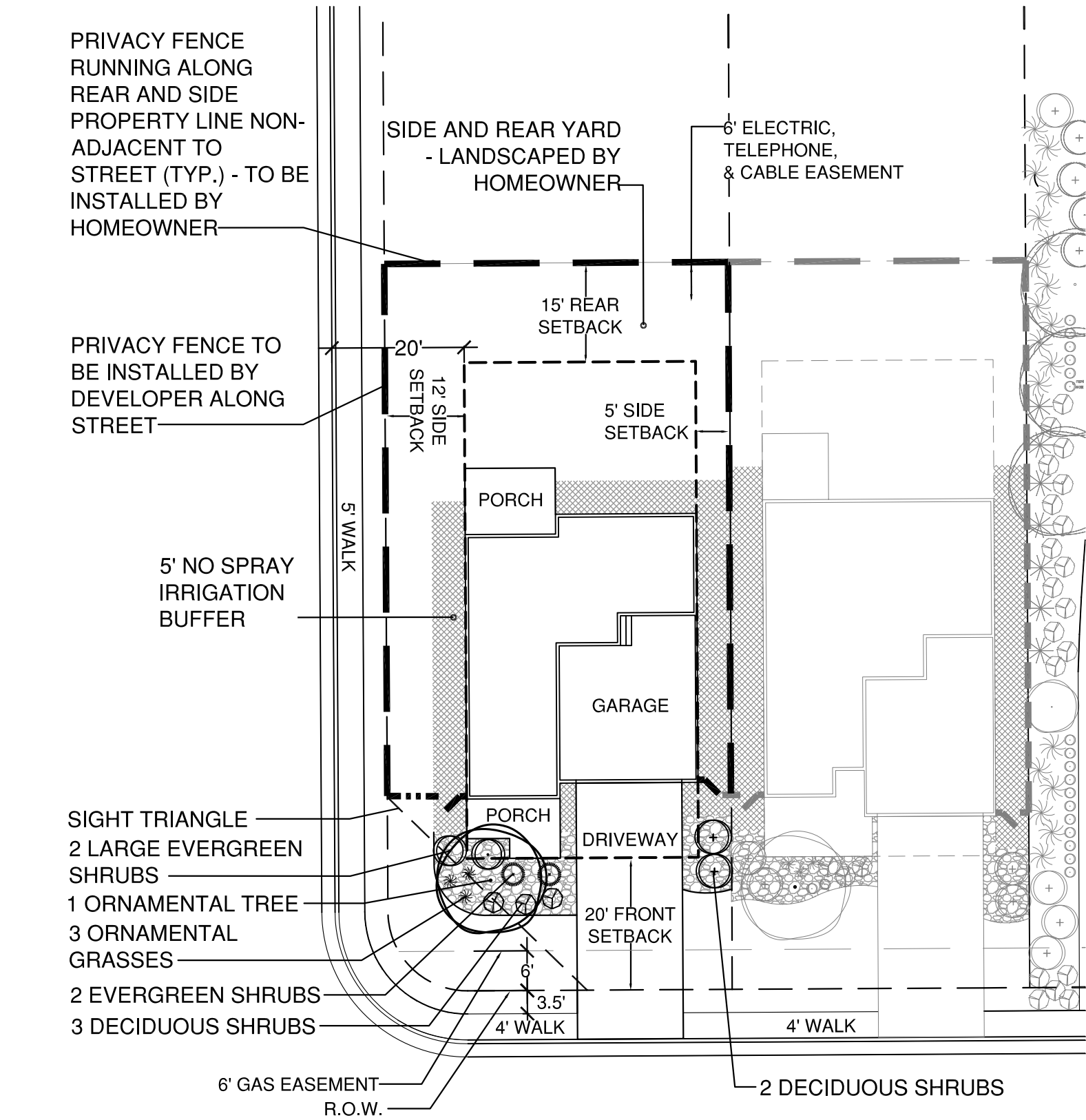
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LANDSCAPE NOTES

SHEET NUMBER:  
SP.07  
SHEET 7 OF 15

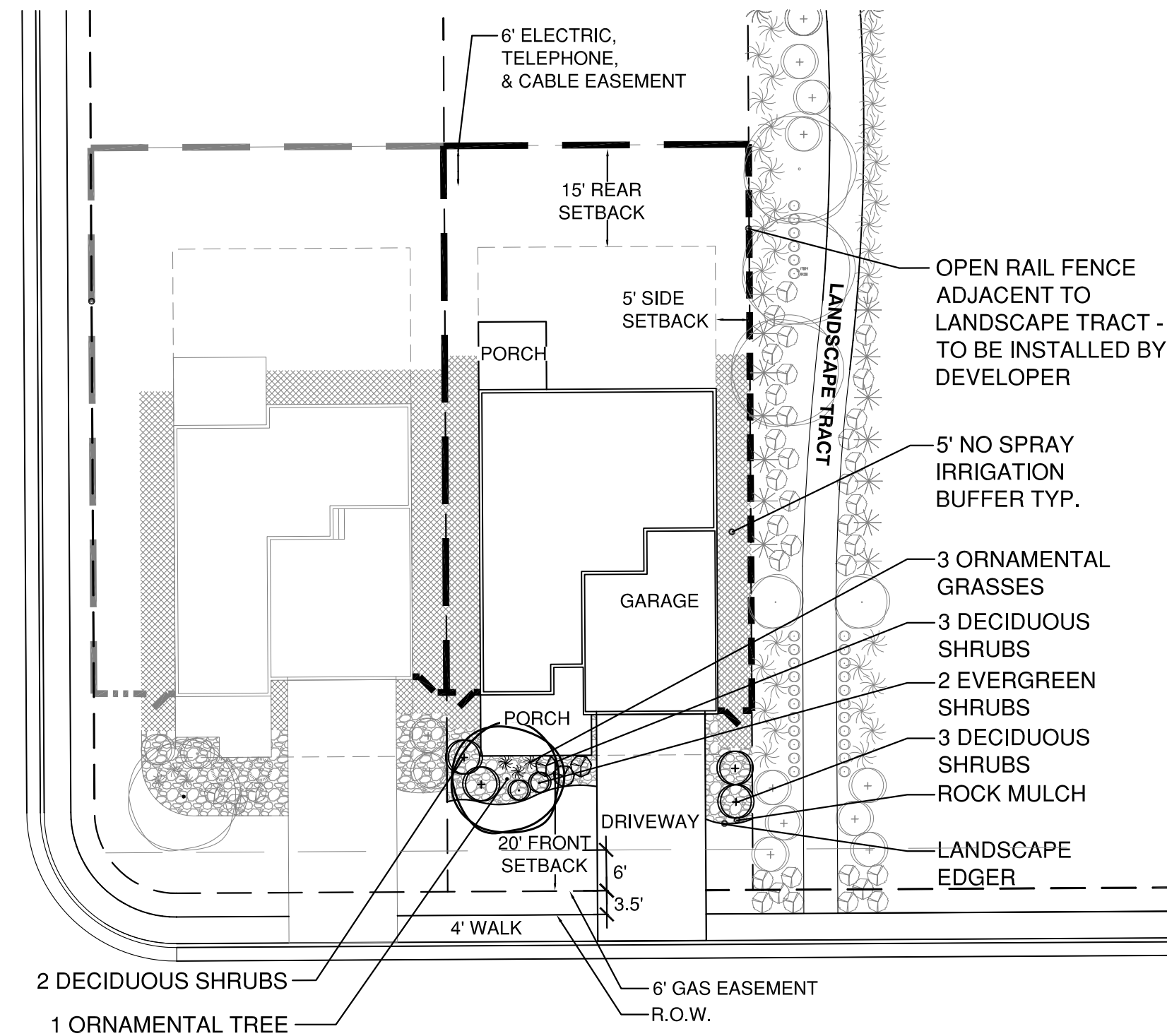
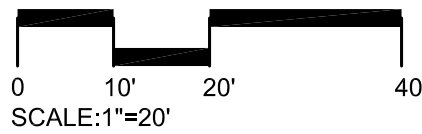
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FINAL DEVELOPMENT PLAN

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 2, T5S., R66W, OF THE 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO  
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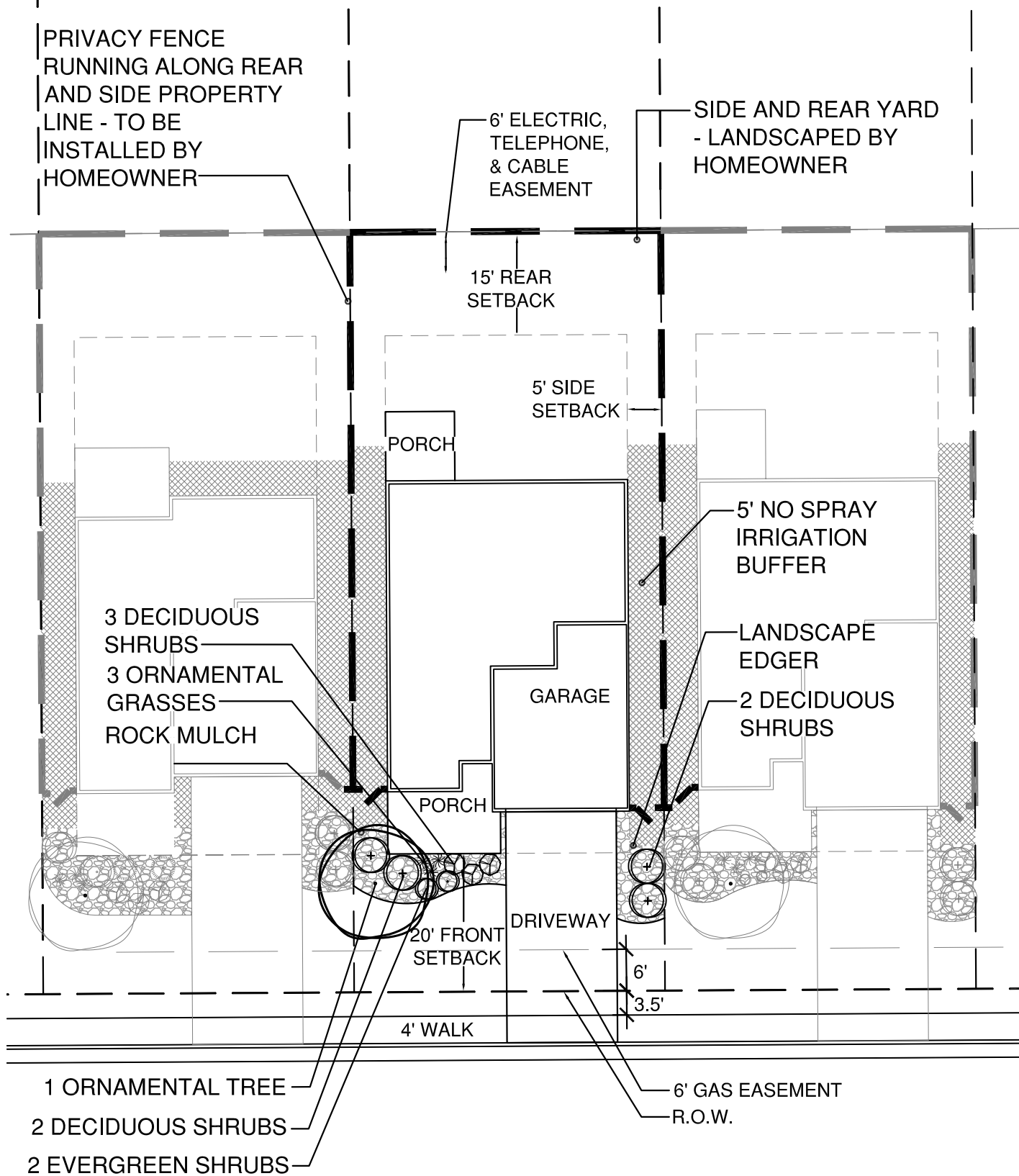
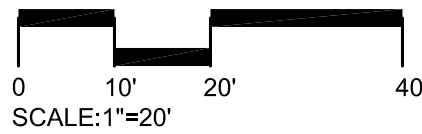
LANDSCAPE TYPICALS



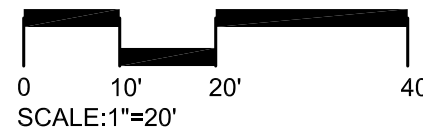
LANDSCAPE TYPICAL - CORNER LOT



LANDSCAPE TYPICAL - INTERIOR LOT ABUTTING A LANDSCAPE TRACT

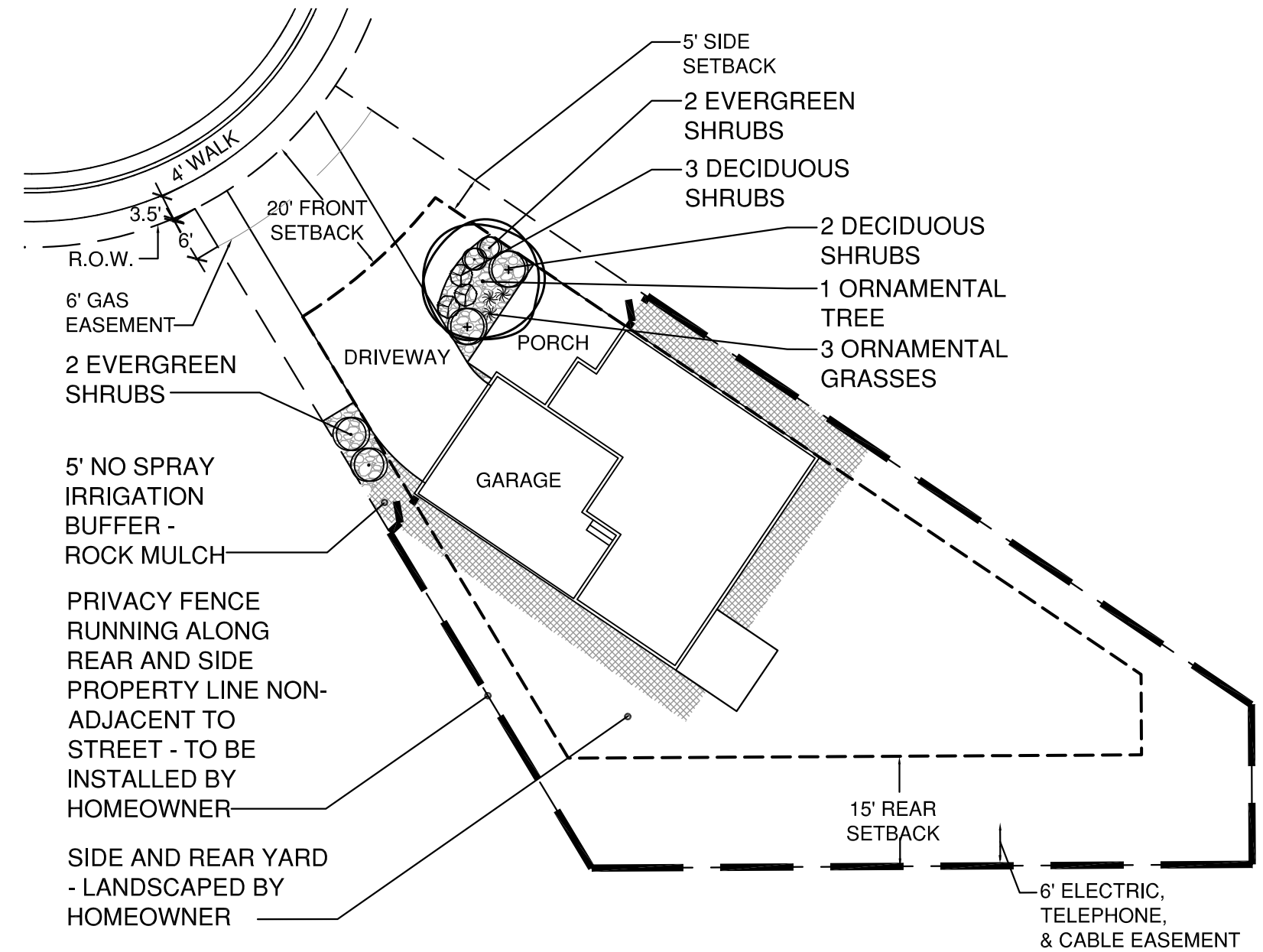


LANDSCAPE TYPICAL - INTERIOR LOT

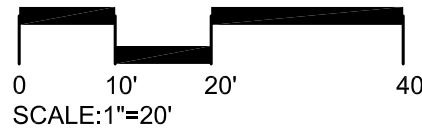


LANDSCAPE TYPICAL - RECOMMENDED PLANT LIST

SHADE TREES				
SYMBOL	COMMON NAME	LATIN NAME	MATURE SIZE (HxW)	SIZE
ORNAMENTAL TREES				
CP	CHANTICLEER PEAR	PYRUS CALLERYANA	25' x 18'	1.5" CAL.
FAM	FLAME AMUR MAPLE	ACER GINNALA 'FLAME'	18' x 18'	1.5" CAL.
WH	WASHINGTON HAWTHORN	CRATAEGUS PHAENOPYRUM	25' x 20'	1.5" CAL.
DECIDUOUS SHRUBS				
AWS	ANTHONY WATERER SPIREA	SPIREA JAPONICA 'ANTHONY WATERER'	2.5' x 3'	5 GALLON
BM	BLIZZARD MOCKORANGE	PHILADELPHUS LEWISII 'BLIZZARD'	7' x 7'	5 GALLON
DBU	DWARF BURNING BUSH	EUONYMUS ALATUS 'COMPACTUS'	7' x 7'	5 GALLON
DN	DWARF NINEBARK	PHYSOCARPUS OPULIFOLIUS 'NANA'	4' x 4'	5 GALLON
FOR	KUMSON FORSYTHIA	F. VIRIDISSIMA KOREANA 'KUMSON'	5' x 5'	5 GALLON
EVERGREEN SHRUBS				
ECB	EMERALD CAROUSEL BARBERRY	BERBERIS x EMERALD CAROUSEL	4.5' x 4.5'	1 GALLON
MMP	MOFFS MUGO PINE	PINUS MUGO 'MOPPA'	3' x 3'	1 GALLON
ORNAMENTAL GRASSES				
KFG	KARL FOERSTER	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	4.5' x 2'	1 GALLON
PMG	PURPLE MAIDEN GRASS	MISCANTHUS SINENSIS 'PURPURASCENS'	4' x 5'	1 GALLON



LANDSCAPE TYPICAL - INTERIOR LOT LOCATED ON CUL DE SAC



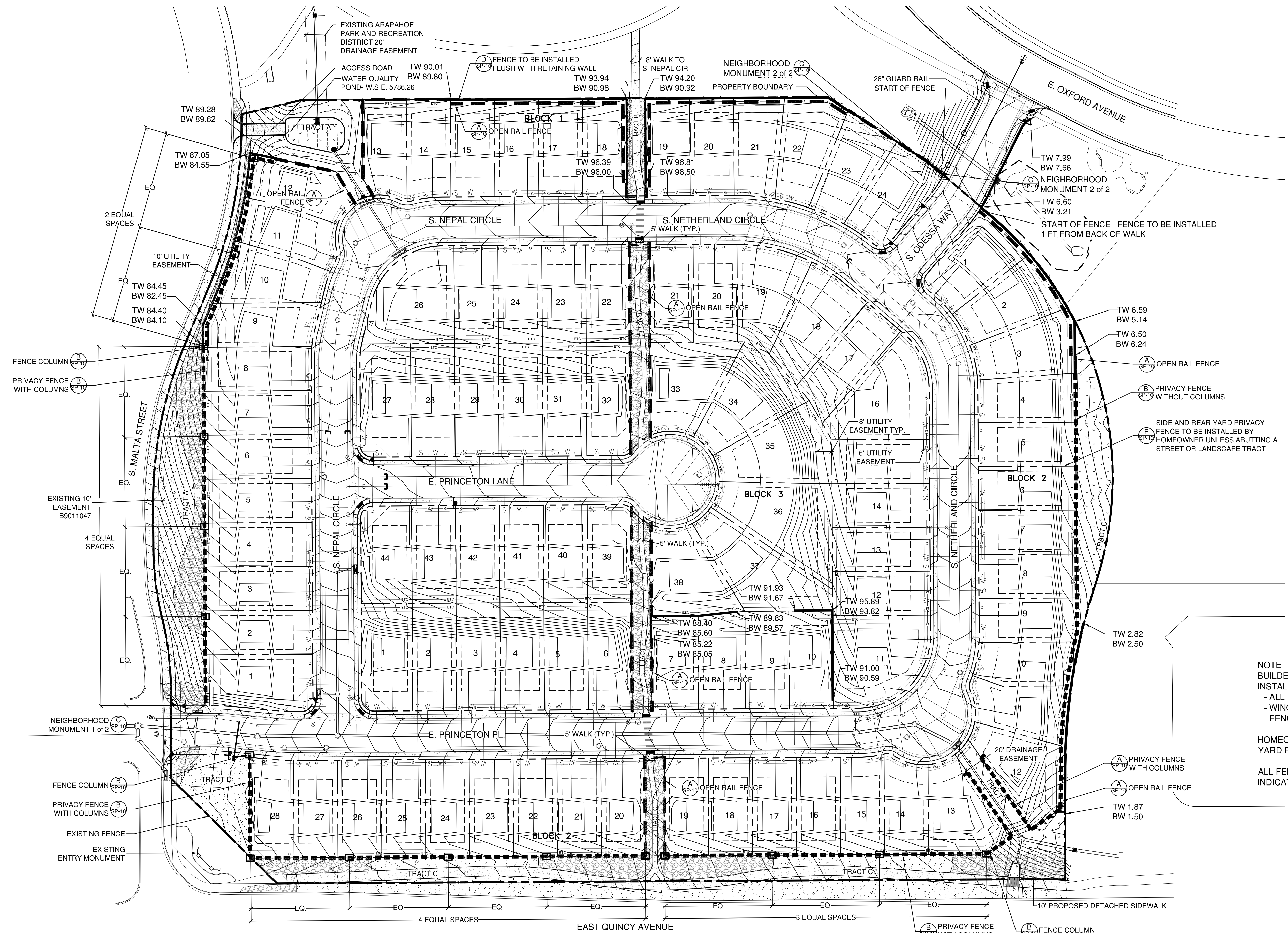
NOTES

- ONE TREE AND 10 SHRUBS SHALL BE REQUIRED FOR ALL LOTS AVERAGING 3,999 SF TO 5,000 SF.
- ONE SINGLE GALLON SHRUB MAY BE SUBSTITUTED FOR 3 ORNAMENTAL CLUMP GRASSES FOR UP TO 50% OF THE TOTAL LANDSCAPING REQUIREMENTS.



SADDLE ROCK HIGHLANDS FILING No. 7  
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A PORTION OF THE SOUTHEAST 1/4 OF SECTION 2, T5S., R66W, OF THE 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO  
SADDLE ROCK HIGHLANDS, FILING NO 7



LEGEND

--- OPEN RAIL FENCE  
... PRIVACY FENCE  
TW  
BW --- RETAINING WALL

NOTE  
BUILDER / DEVELOPER SHALL BE RESPONSIBLE FOR  
INSTALLATION OF THE FOLLOWING:  
- ALL PROJECT PERIMETER FENCING AND COLUMNS  
- WING FENCE BETWEEN DWELLING UNITS  
- FENCING ON CORNER LOTS ADJACENT TO STREETS AND OPEN SPACE

HOMEOWNER SHALL BE RESPONSIBLE FOR INTERIOR SIDE AND REAR  
YARD FENCING AT THE LOT LINE.

ALL FENCING SHALL BE OF THE DESIGN, MATERIALS AND HEIGHT  
INDICATED ON THIS FINAL DEVELOPMENT PLAN.

SADDLE ROCK HIGHLANDS FILING No. 7

FINAL DEVELOPMENT PLAN

FENCING & MONUMENT PLAN

APPLICANT:

MERITAGE HOMES  
TIM BUSCHAR  
6892 S. YOSEMITE COURT,  
SUITE 1-201  
CENTENNIAL, CO 80112  
303.406.4309

ENGINEER:

J3 ENGINEERING CONSULTANTS  
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SHEET TITLE:

FENCING &  
MONUMENT PLAN

SHEET NUMBER:

SP.09

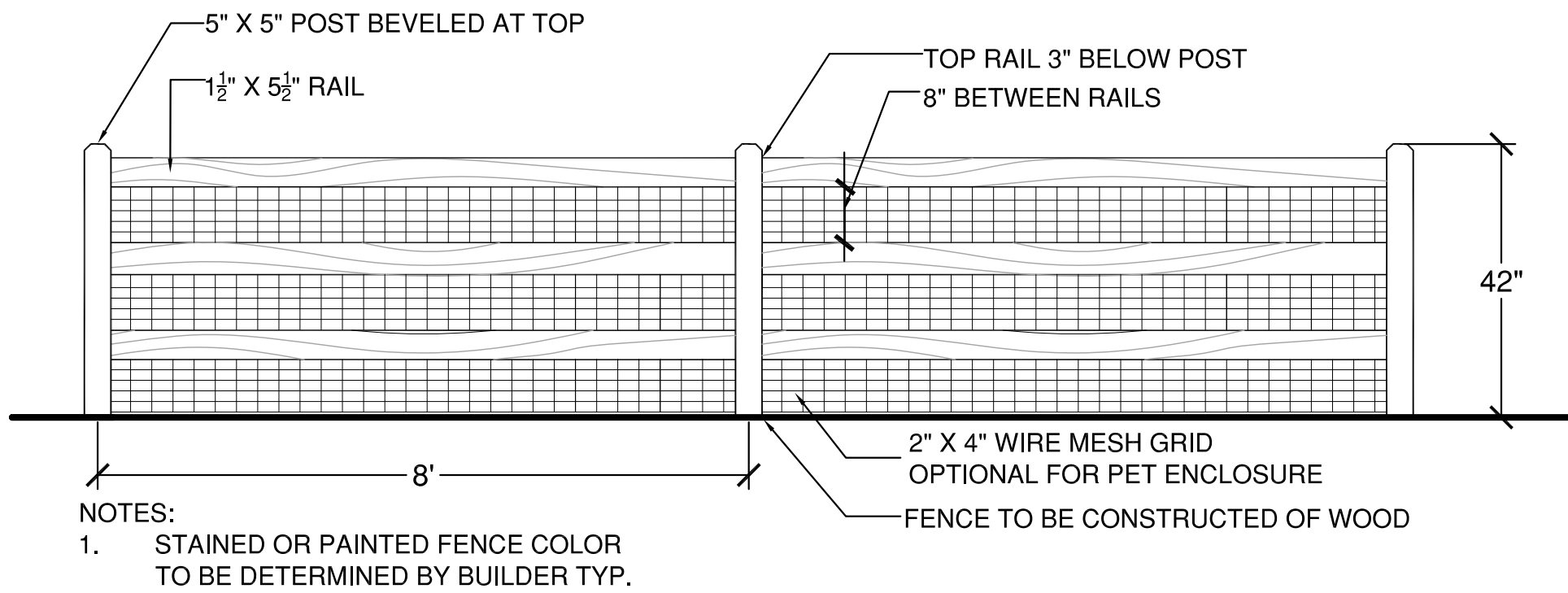
SHEET 9 OF 15



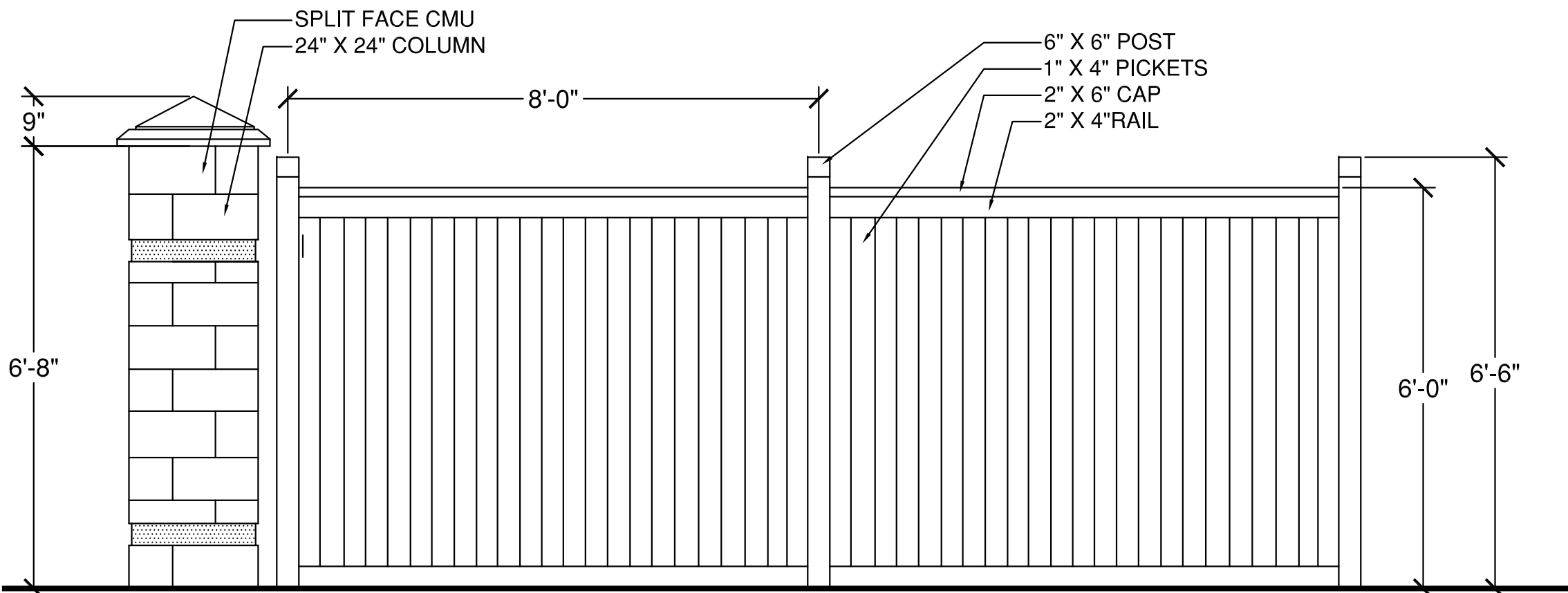
# SADDLE ROCK HIGHLANDS FILING No. 7

## FINAL DEVELOPMENT PLAN

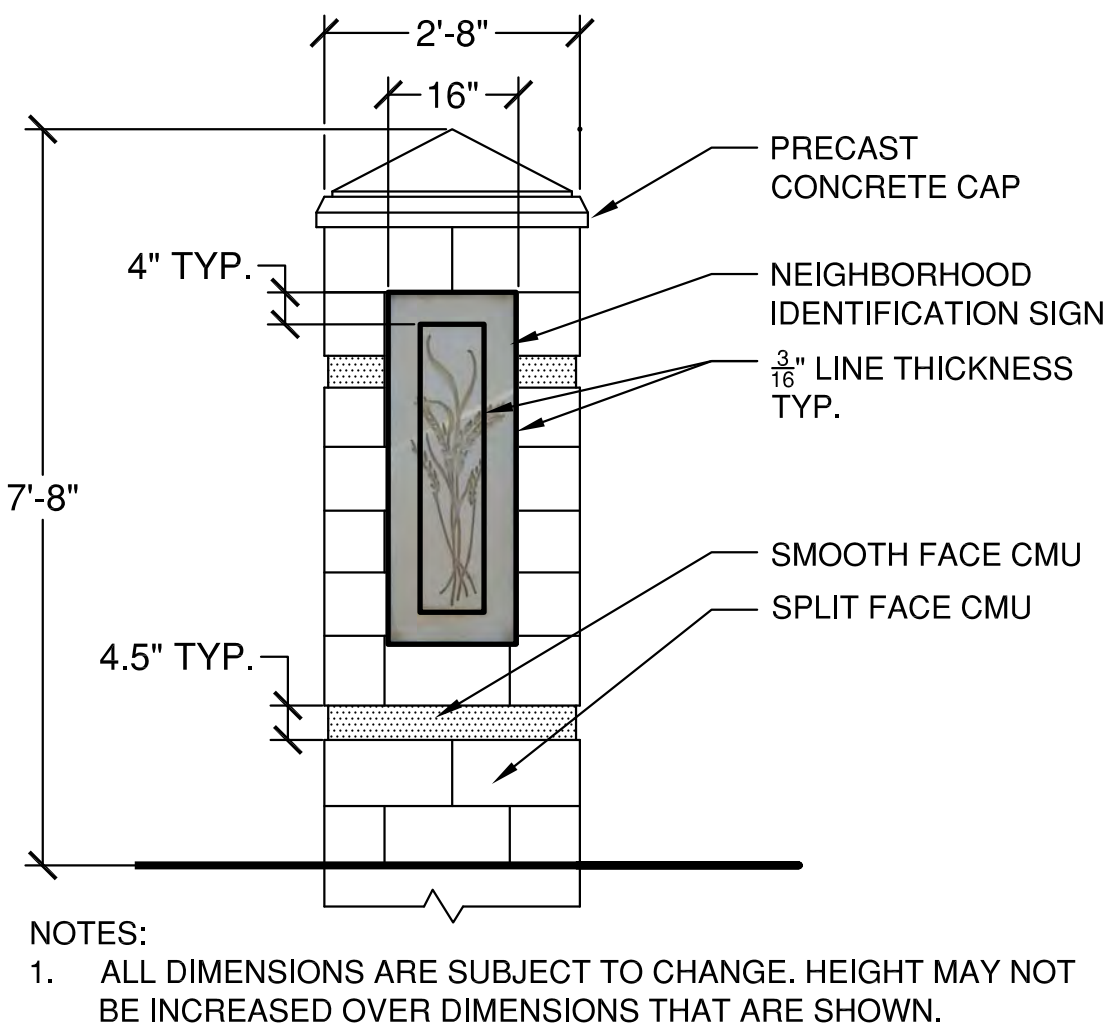
A PORTION OF THE SOUTHEAST 1/4 OF SECTION 2, T5S., R66W, OF THE 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO  
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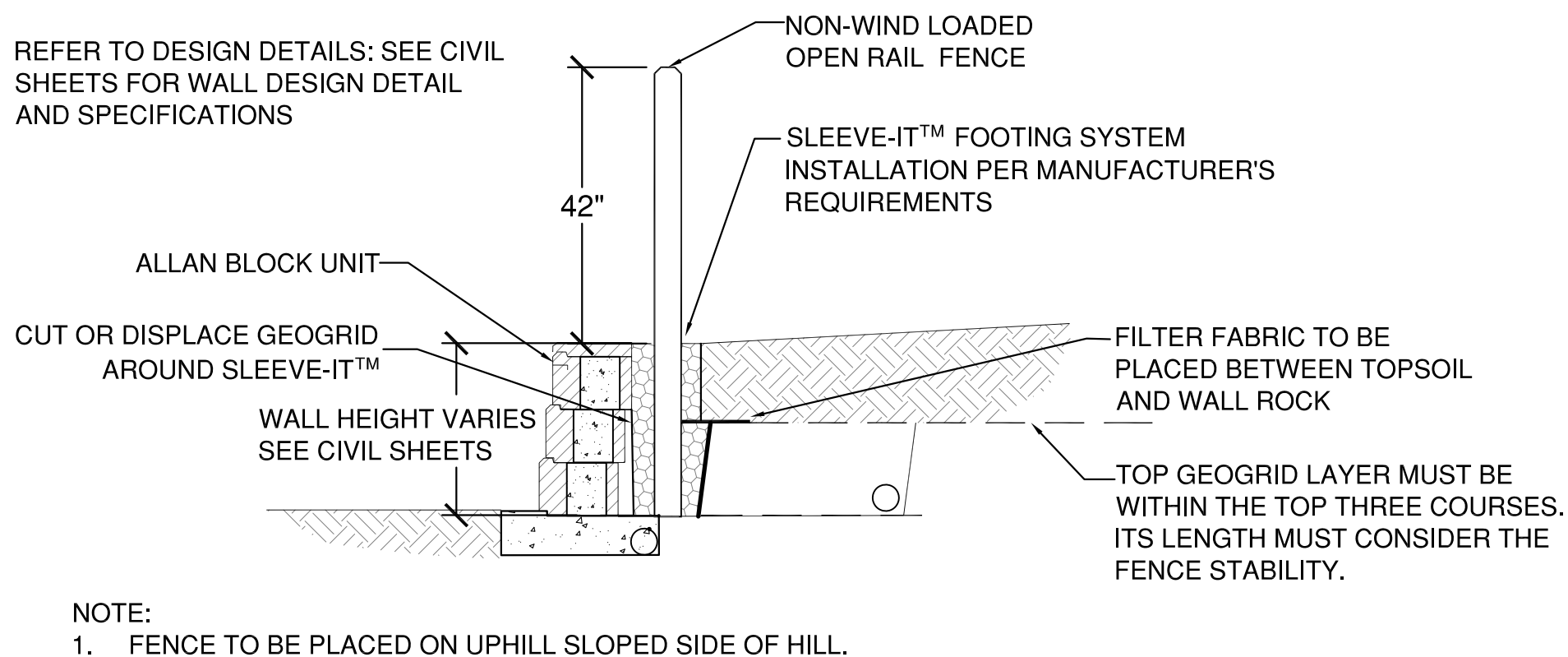
**A** 42" OPEN RAIL FENCE  
TYPE - 1 (TO MATCH EXISTING FENCE WITH RED CEDAR COLOR) NTS



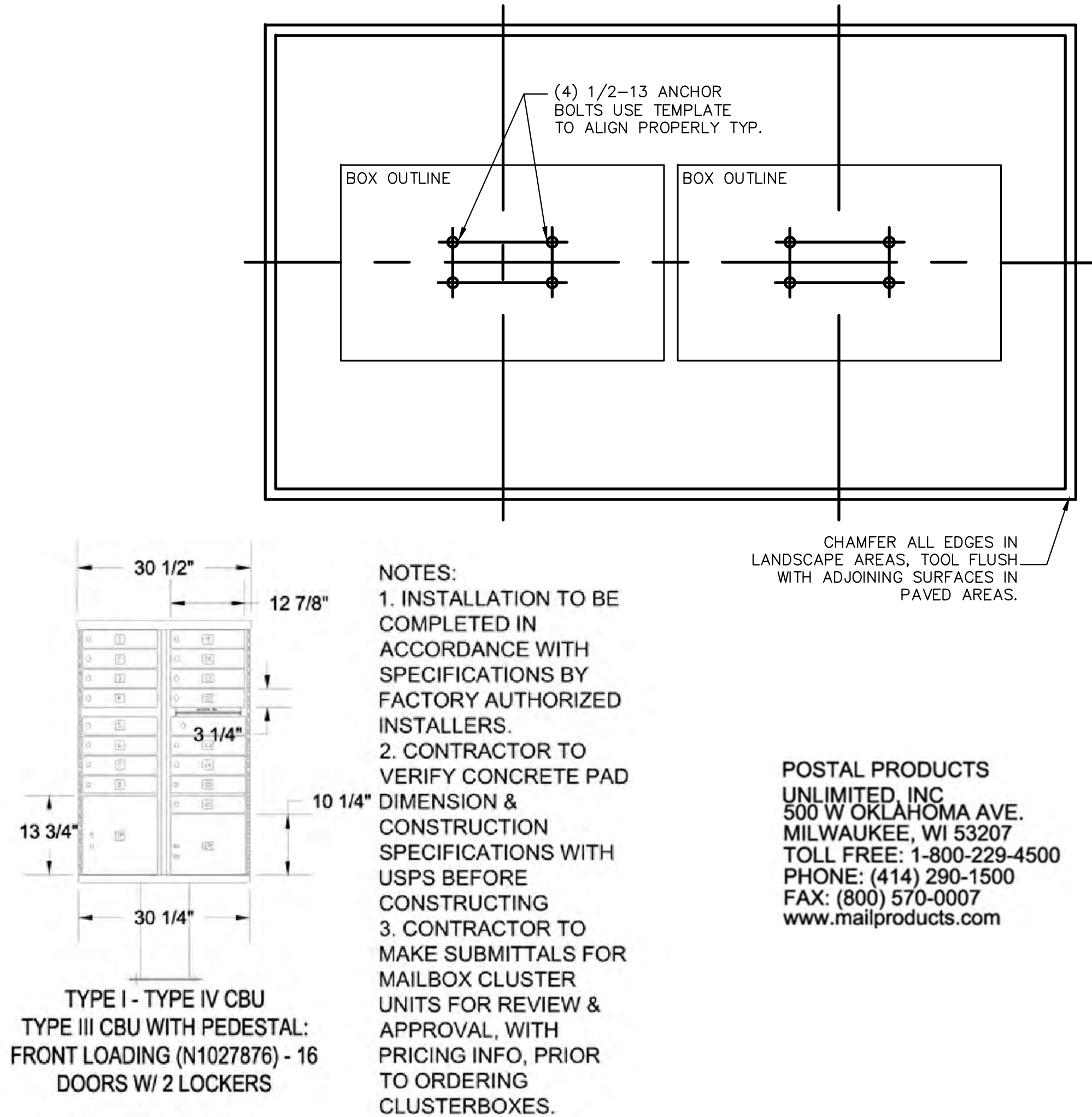
**B** PRIVACY FENCE WITH COLUMN - ALONG E. QUINCY AVENUE & S. MALTA STREET  
TYPE - 2 (TO MATCH EXISTING FENCE WITH RED CEDAR COLOR) NTS



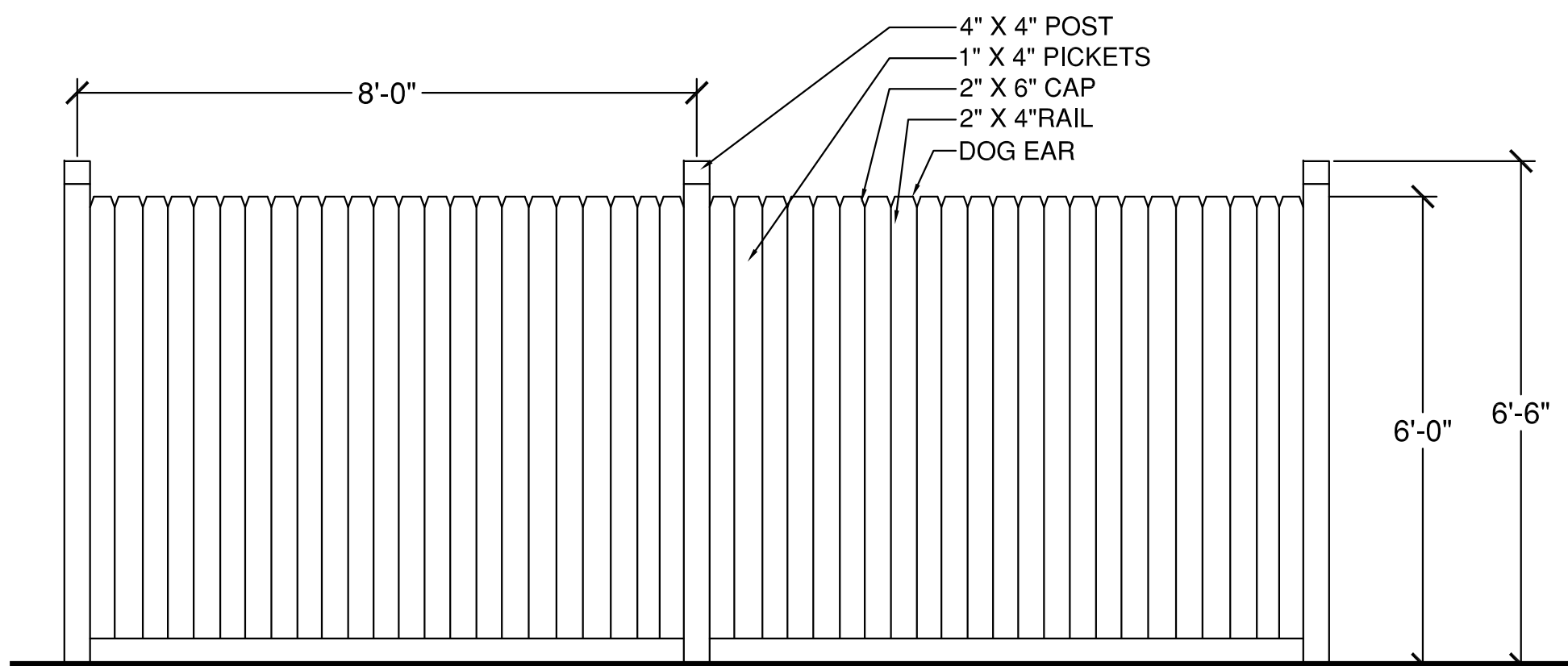
**C** NEIGHBORHOOD MONUMENT  
COLORS TO MATCH EXISTING ENTRY MONUMENT WITH RED CMU AND TAN CONCRETE. NTS



**D** OPEN RAIL FENCE AND RETAINING WALL CONNECTION DETAIL NTS



**E** MAILBOX CLUSTER  
2 LOCATIONS NTS

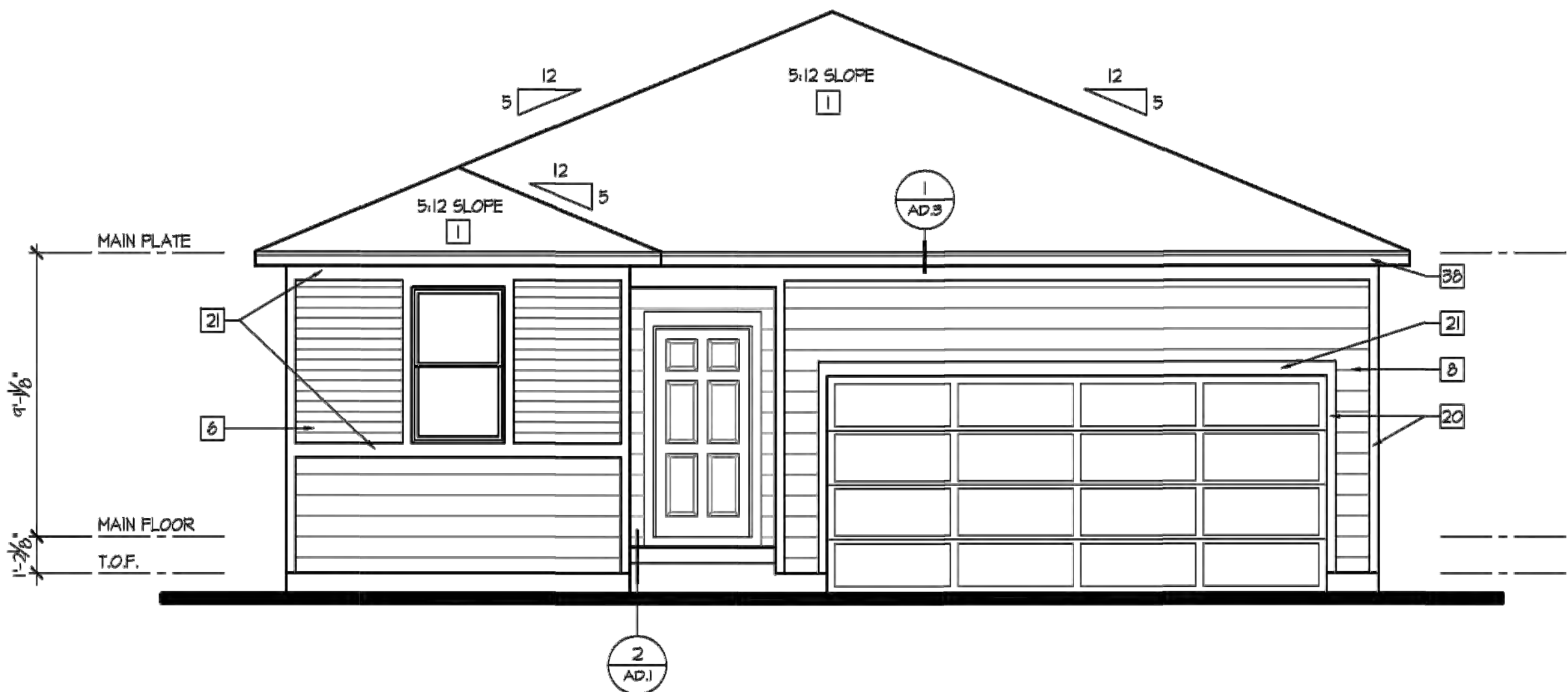


**F** PRIVACY FENCE - INTERNAL LOTS  
(TO MATCH EXISTING FENCE WITH RED CEDAR COLOR) NTS



SADDLE ROCK HIGHLANDS FILING No. 7  
FINAL DEVELOPMENT PLAN

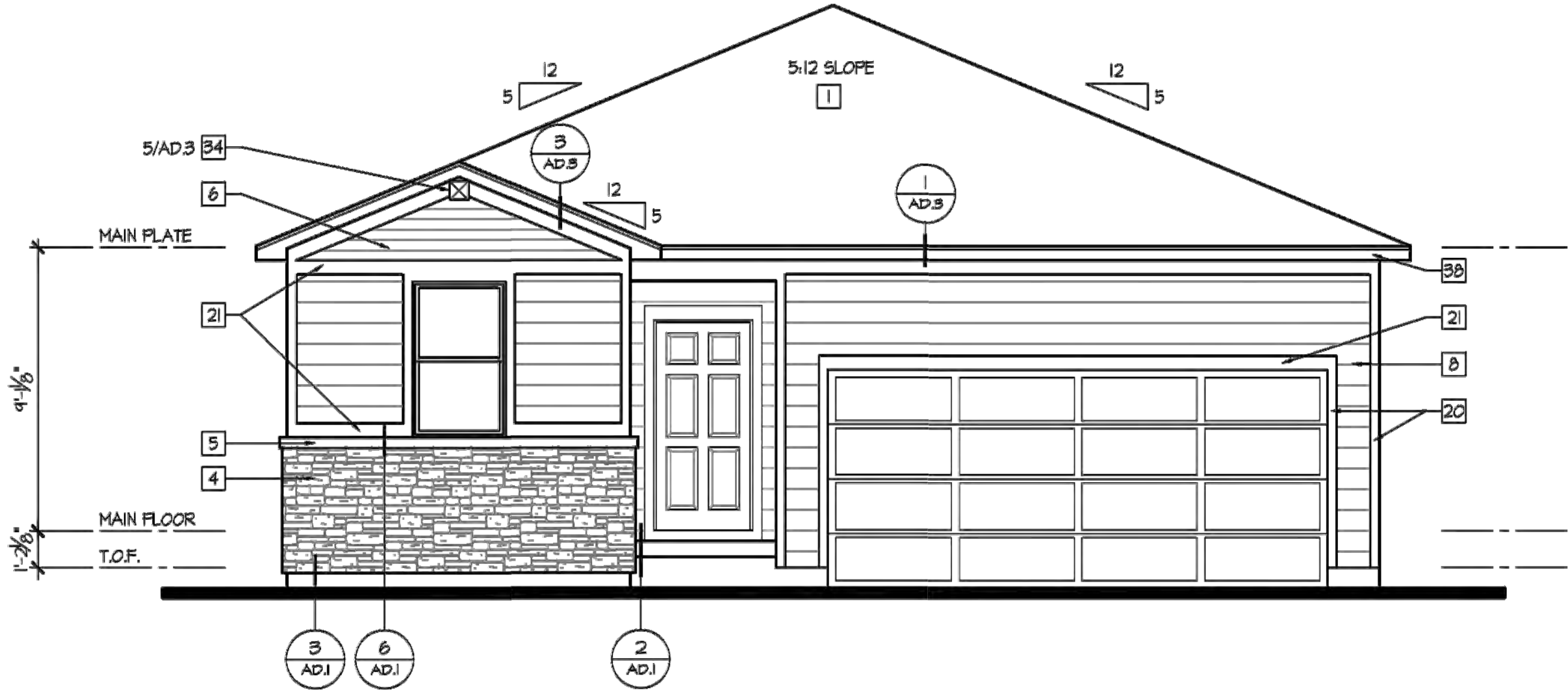
A PORTION OF THE SOUTHEAST 1/4 OF SECTION 2, T5S., R66W, OF THE 6TH P.M.  
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SADDLE ROCK HIGHLANDS, FILING NO 7



Front Elevation

SCALE: 1/4"=1'-0" (22x34) 1/8"=1'-0" (11x17)

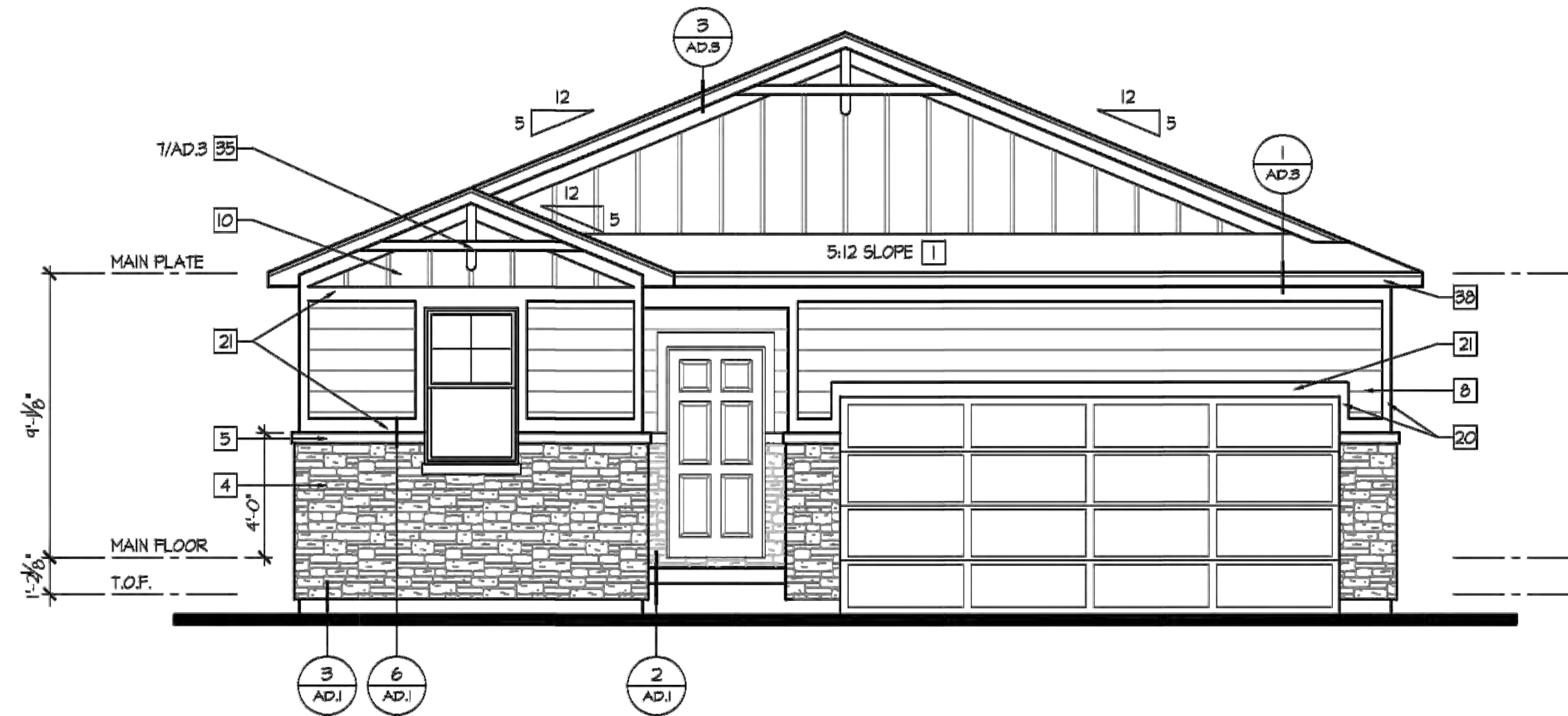
Elevation - A



Front Elevation

SCALE: 1/4"=1'-0" (22x34) 1/8"=1'-0" (11x17)

Elevation - B



Front Elevation

SCALE: 1/4"=1'-0" (22x34) 1/8"=1'-0" (11x17)

Elevation - C

**NOTES:**  
ARCHITECTURAL ELEVATIONS ARE CHARACTERISTIC OF THE HOMES THAT WILL BE CONSTRUCTED AND ARE IN COMPLIANCE WITH THE GENERAL DESIGN INTENT FOR SINGLE FAMILY HOMES AS STATED IN THE PRELIMINARY DEVELOPMENT PLAN.

APPLICANT:  
MERITAGE HOMES  
TIM BUSCHAR  
6892 S. YOSEMITE COURT,  
SUITE 1-201  
CENTENNIAL, CO 80112  
303.406.4309

ENGINEER:  
J3 ENGINEERING CONSULTANTS  
6505 S. PARIS STREET,  
SUITE B  
CENTENNIAL, CO 80111  
303.368.5601

NOT FOR  
CONSTRUCTION  
**811**  
Know what's below.  
Call before you dig.

DATE:  
NOVEMBER 4, 2016  
1st SUBMITTAL  
REVISIONS  
JANUARY 31, 2017  
2nd SUBMITTAL  
APRIL 12, 2017  
3rd SUBMITTAL

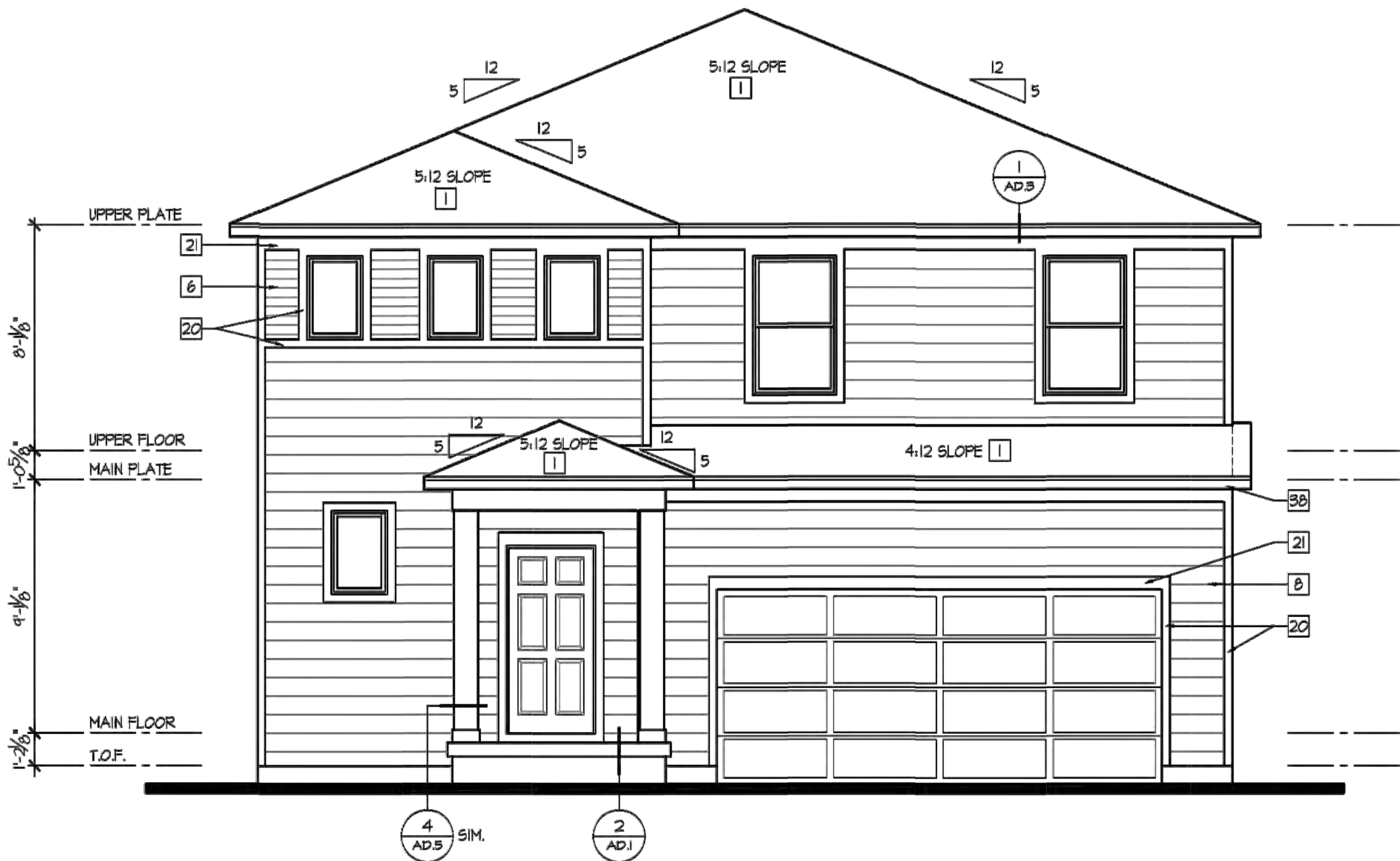
SHEET TITLE:  
ARCHITECTURAL  
ELEVATIONS

SHEET NUMBER:  
SP. 11  
SHEET 11 OF 15



SADDLE ROCK HIGHLANDS FILING No. 7  
FINAL DEVELOPMENT PLAN

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 2, T5S., R66W, OF THE 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO  
SADDLE ROCK HIGHLANDS, FILING NO 7



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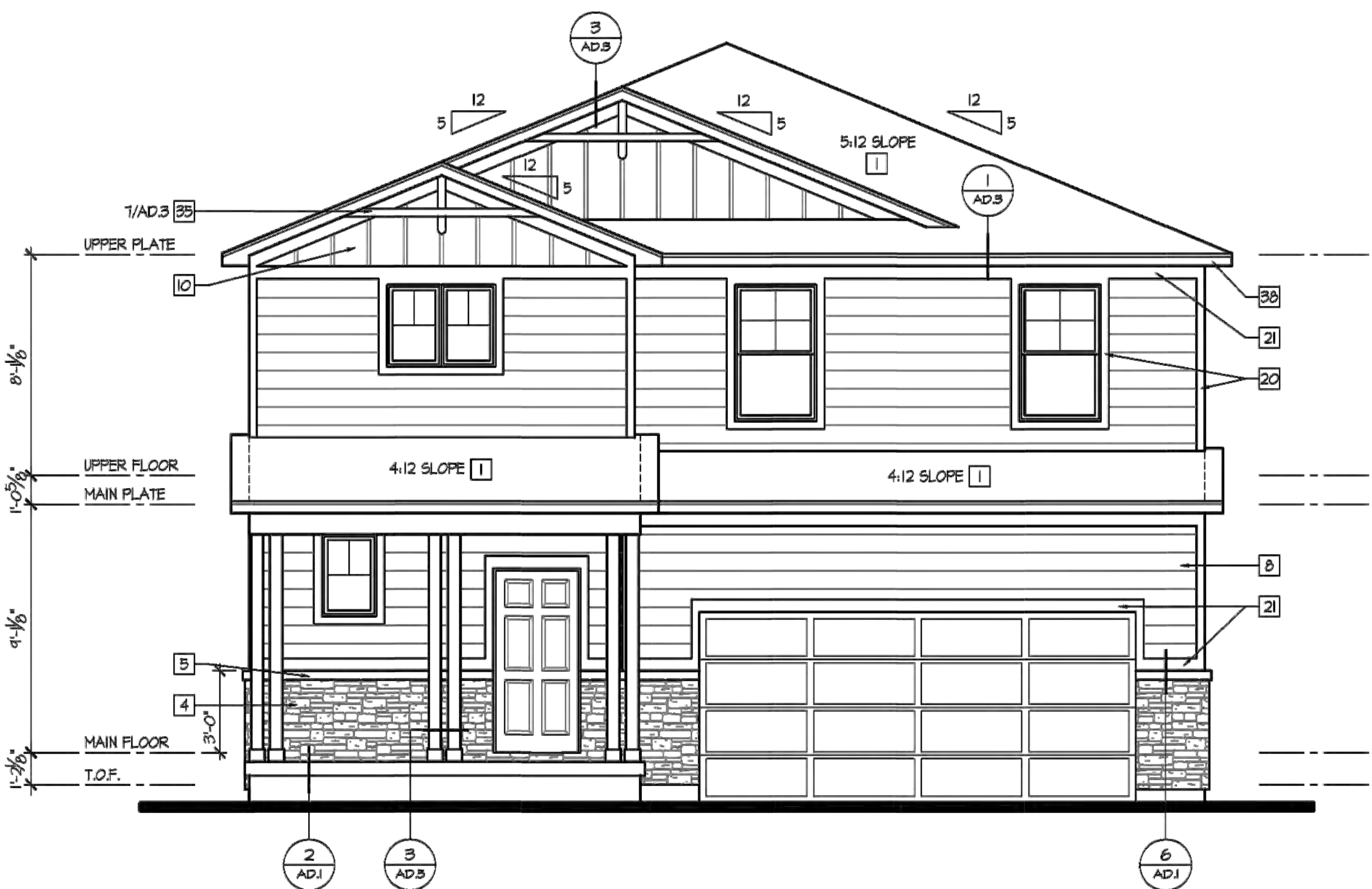
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Elevation - B



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SCALE: 1/4"=1'-0" (22x34) 1/8"=1'-0" (11x17)

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SADDLE ROCK HIGHLANDS FILING No. 7  
FINAL DEVELOPMENT PLAN

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 2, T5S., R66W, OF THE 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO  
SADDLE ROCK HIGHLANDS, FILING NO 7



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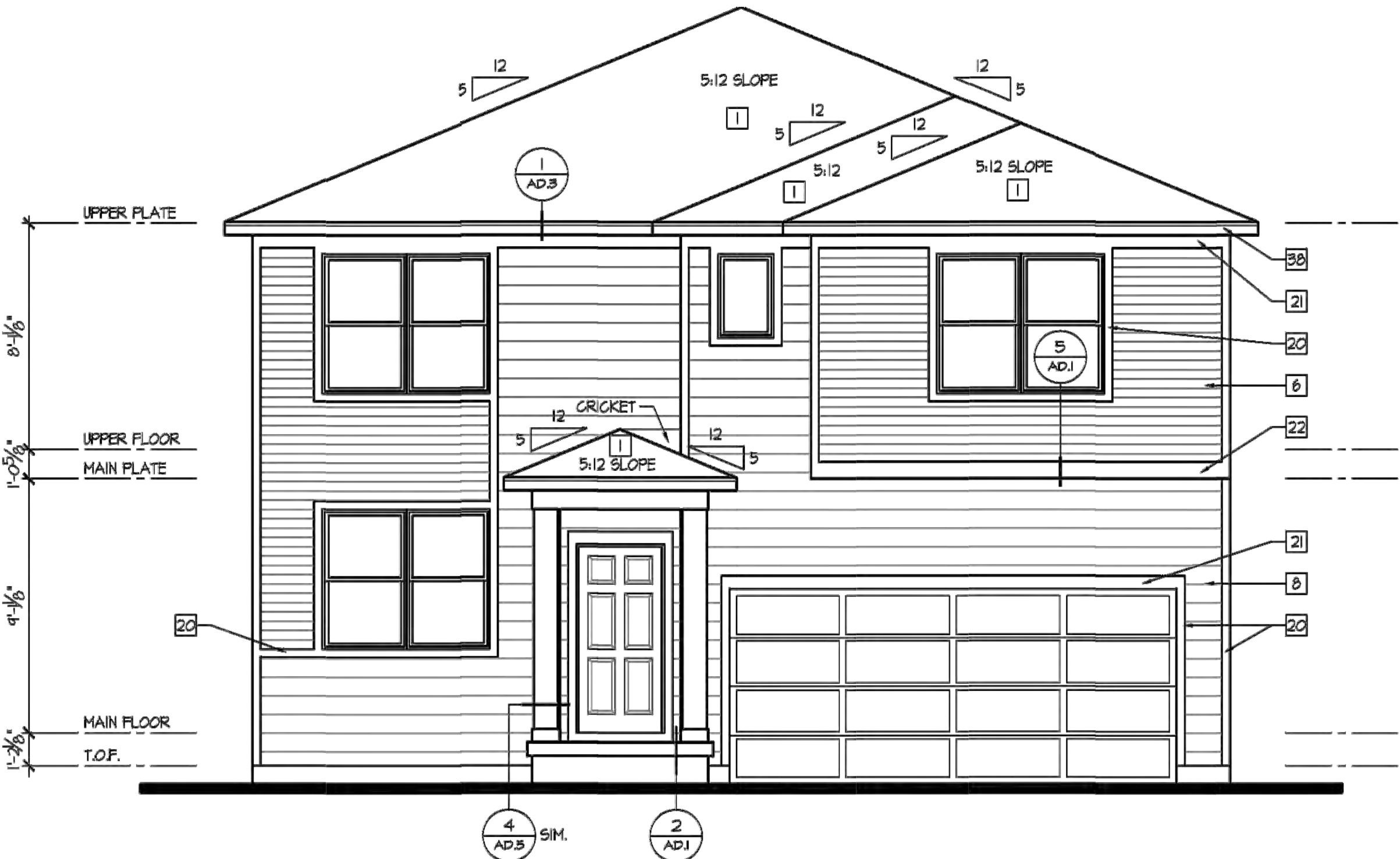
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SADDLE ROCK HIGHLANDS FILING No. 7  
FINAL DEVELOPMENT PLAN

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 2, T5S., R66W, OF THE 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO  
SADDLE ROCK HIGHLANDS, FILING NO 7



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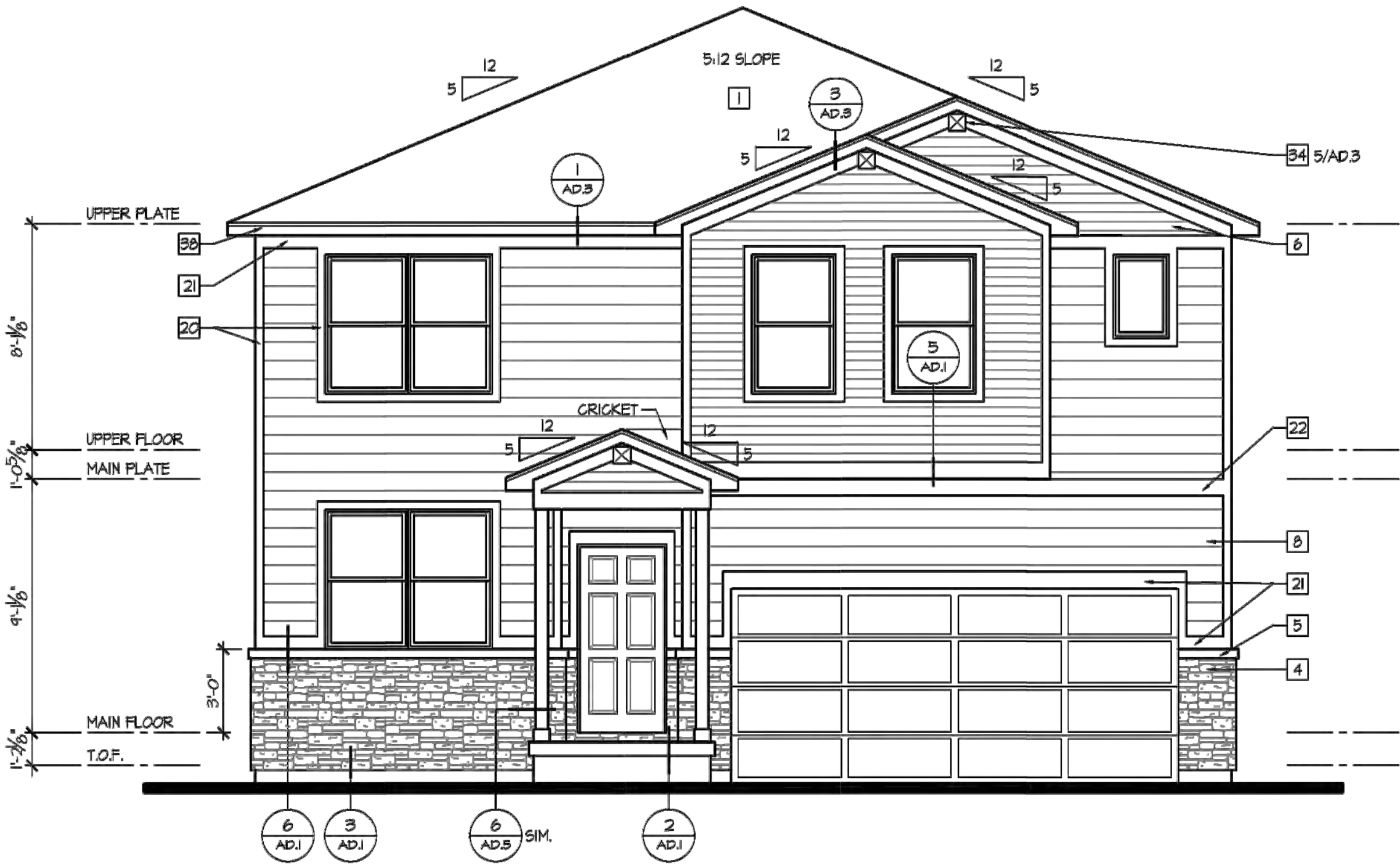
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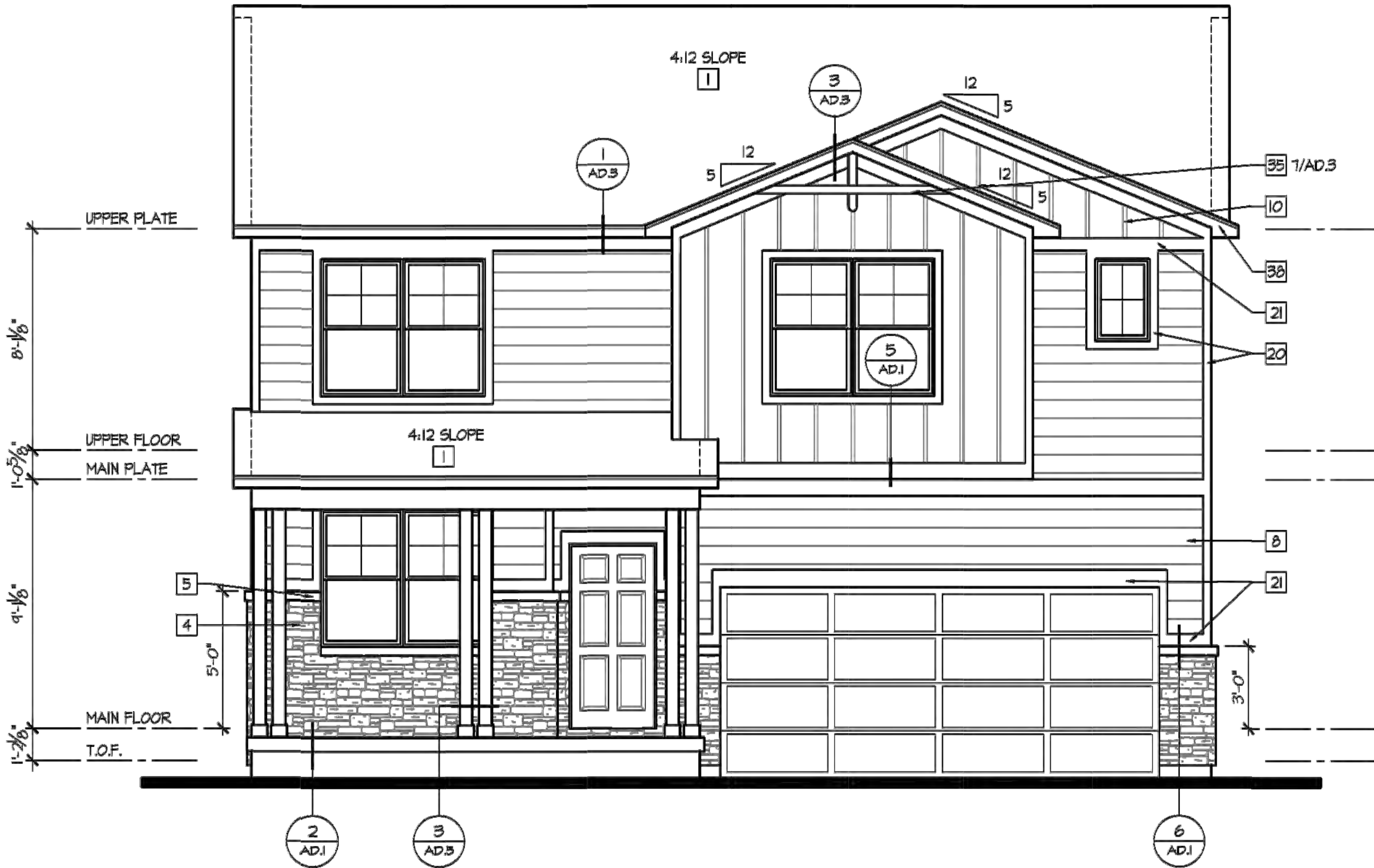
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## **FINAL DEVELOPMENT PLAN - APPROVAL**

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

WHEREAS, application has been made by Meritage Homes, on behalf of the owner, Copperleaf North LLC, for a Final Development Plan (FDP) designated as P16-027 Saddlerock Highlands No. 7 FDP; and

WHEREAS, after a public hearing on this matter under the Streamlined Final Development Plan process in Section 13-105 of the Land Development Code, the Arapahoe County Planning Commission recommended approval of the Final Development Plan subject to certain stipulations of said Planning Commission as shown in the record of the Planning Commission proceedings; and

WHEREAS, the above Final Development Plan was placed on the consent agenda of the Board of County Commissioners for the meeting on May 23, 2017, at 9:30 o'clock A.M. and

WHEREAS, the administrative record for this Case includes, but is not limited to, all duly adopted ordinances, resolutions and regulations, together with all Department of Public Works and Development processing policies which relate to the subject matter of the consent 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 may be stated in this resolution; and

WHEREAS, the public had opportunity to comment on the proposed Final Development Plan at the Planning Commission and the Board has not received any request to hold another public hearing on the proposed Plan and the Board finds that it appropriate under the provisions of the Land Development Code to consider the proposed Final Development Plan under the streamlined Final Development Plan review process without further public hearing.

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

1. That the P16-027 Saddlerock Highlands No. 7 FDP be approved on the grounds that the Final Development Plan complies with the applicable requirements of the Land Development Code and generally conforms to the Arapahoe County Comprehensive Plan, is compatible with development standards for the area, and complies with the requirements of the approved Preliminary Development Plan; and that said development is the result of a desirable plan for land use presented by the applicant in the form of the above mentioned Final Development Plan.
2. Approval of this Final Development Plan is based upon the following understandings, agreements and/or representations:
  - a. The applicant's assent and/or agreement to make all modifications to the final version of the documents that are necessary to conform the documents to the form and content requirements of the County in existence at the time the documents are submitted for signature.
  - b. The representations, statements and positions contained in the record that were made by



or attributed to the applicant and its representatives, including all such statements contained in materials submitted to the Board by the applicant and County staff.

3. Approval of this Final Development Plan shall be and is subject to the following stipulations and/or conditions precedent, which the applicant has accepted and which the applicant is also deemed to accept by continuing with the development of the property:
  - a. The applicant's compliance with the stipulations of the Arapahoe County Planning Commission as set forth in the record of the Planning Commission proceedings.
  - 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. Prior to signature of the final copy of these plans, the applicant must address Public Works Staff comments including concerns identified in the most recent Engineering Staff Report.
    2. The applicant will satisfy concerns expressed by Xcel Energy in their referral response letter dated March 16, 2017.
    3. Approval of the concurrent P16-028 Saddlerock Highlands No. 7 Final Plat application is required before staff will forward the P16-027 FDP plans to the BOCC for signature.
  - d. The applicant's performance of all commitments and promises made by the applicant or its representatives and stated to the Board on the record, or contained within the materials submitted to the Board.
4. Except to the extent expressly disclosed in the underlying staff reports and set forth in a finding of fact in this Resolution, this approval action does not accept or approve any plan language that varies, in any respect, from the standard notes and language required by the Arapahoe County Land Development Code and applicable department policies. Any nonstandard language appearing on the Final Development Plan shall be of no effect unless so disclosed and unless expressly approved in a Finding of Fact. This Board reserves the power to take further action without further notice, by Resolution, to either remove or ratify any such language at any time.
5. County planning, engineering and legal staff are authorized to make any changes to the mylar form of the approved document as may be needed to conform the documents to the form and content requirements of the County in existence at the time the documents are submitted for signature, and to make such other changes that are expressly stated by staff before the Board, or are recommended by staff in the written staff reports, or are referred to by the movant Commissioner. No other deviation or variance from the form and content of the documents submitted for the Board's consideration are approved except to the extent stated in this resolution.
6. The County Attorney, with the concurrence of the planning and/or engineering case managers, is authorized to make appropriate modifications to the resolution and plan documents as needed to accurately reflect the matters presented to the Board and to record and clarify, as necessary, other aspects and ramifications of the Board's action.
7. The foregoing approval is conditioned upon, and subject to, submission by the applicant of a Mylar from of the Final Development Plan, containing the above changes, within sixty (60) days of the date of this decision. In the event the applicant fails to submit a conforming Mylar by the above deadline, this decision shall be void able by resolution of the Board of County Commissioners and of no effect whatsoever.

8. Upon the applicant's completion of any and all changes to the Final Development Plan Mylar as required by this Resolution, the Chairman of the Board of County Commissioners is hereby authorized to sign same. In the event of a discrepancy between the terms of this Resolution and the content of the executed Mylar, the terms of this Resolution will control.

The vote was:

Commissioner Baker, \_\_\_\_; Commissioner Conti, \_\_\_\_; Commissioner Holen, \_\_\_\_; Commissioner Jackson, \_\_\_\_; Commissioner Sharpe, \_\_\_\_.

The Chair declared the motion carried and so ordered.



## Board Summary Report

**Date:** May 12, 2017  
**To:** Board of County Commissioners  
**From:** Todd Weaver, Budget Manager  
**Subject:** Adoption of Supplemental Budget Resolutions for the First Quarter 2017

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### Request and Recommendation

The purpose of this public hearing is to approve the supplemental appropriation resolutions recommended by the Executive Budget Committee and reviewed by the Board of County Commissioners at the study session on May 9<sup>th</sup>, 2017. The supplemental appropriation resolutions are attached to this Board Summary Report.

### Background

The 17 resolutions included in the attached document reflect the supplemental appropriation requests recommended by the Executive Budget Committee and presented to the Board at a study session on May 9<sup>th</sup> related to the 2017 budget. The Board gave direction to staff to bring these requests forward to public hearing on May 23<sup>rd</sup> for formal adoption.

There are a few departments and offices that by the end of the first quarter of 2017 have identified areas or issues requiring modifications to their budgets and have submitted these needs as supplemental appropriation requests for the 2017 budget. For the 1<sup>st</sup> Quarter, there is a net increase in expenditures from supplemental requests of \$245,500 in the General Fund. There is a request to increase expenditures by \$350,000 for the Clerk & Recorder to digitize at-risk historical documents. The Coroner is requesting \$12,500 to purchase a generator to run an x-ray machine. Other requests include recognizing and appropriating \$75,000 for Sheriff's Office to purchase emergency radios and recognizing \$117,000 for payment the Sheriff's Office receives from Human Services for two FTE to perform background checks.

Supplemental appropriation requests for other County funds include recognizing a \$100,944 transfer in the Central Services Fund from the Self Insurance Liability Fund for proceeds from six totaled Sheriff's Office vehicles. The Sheriff's Office is requesting to appropriate \$165,099 in the Central Services Fund to replace four totaled vehicles and replace a John Deere ATV. There is also a request from the Sheriff's Office to appropriate \$13,144; \$10,543 is to purchase replacement investigation interview equipment and \$2,601 is to transfer back to the Sheriff's Office operating budget in the General Fund. The Sheriff's Office is requesting to recognize a \$5,000 transfer from the ALEA Fund and appropriate \$42,213 in the Central Services Fund to replace a vehicle. The Sheriff's Office is requesting to transfer \$13,000 to the Central Services Fund to retain two vehicles rather than send them to auction, as well as \$7,500 to upgrade vehicle purchases. In the Capital Improvement Fund there are requests to appropriate \$6,081 for two projects for the Sheriff's Office that cost more than what was budgeted and \$1,237 for Information Technology for the final invoice for the audio streaming project. There is a request to appropriate

\$65,000 in the Recreation District Fund for Open Spaces and Intergovernmental Relations to purchase nine mobile goal post sets.

The 1<sup>st</sup> Quarter supplemental appropriation resolutions also contain a number of resolutions that recognize additional revenue and appropriate the same amount for grants, reimbursements, and other new revenue. Included are requests to recognize and appropriate \$19,949 in the ALEA Fund, Sheriff's Office for additional law enforcement fees and \$13,096 in the Forfeiture Fund for forfeitures from the first quarter of 2017. The Sheriff's Office is requesting to recognize and appropriate \$563,528 in the Grant Fund for unspent grants from prior years. There is an additional request in the Homeland Security Fund to recognize and appropriate \$1,919,346 in the Homeland Security Fund for unspent grants from prior years. The Public Works & Development Department is requesting to recognize and appropriate \$1,783,631 in funding for various projects.

The attached resolutions contain the detail of the other supplemental requests for the 1<sup>st</sup> Quarter of 2017 that have not been discussed above.

The Finance Department will be in attendance at the May 23<sup>rd</sup> public hearing to address any questions or concerns regarding the above supplemental appropriation requests.

### **Links to Align Arapahoe**

The adoption of supplemental appropriation requests that have been reviewed by the Executive Budget Committee and the Board of County Commissioners and are only brought forward on a quarterly basis are in alignment with the County's objectives for Fiscal Responsibility and the Responsible Use of Taxpayer Money.

### **Discussion**

All of the supplemental appropriation requests were discussed at the May 9<sup>th</sup> study session and were reviewed by the Executive Budget Committee prior to that meeting. A discussion, if any, is to be determined by the Board during the public hearing.

### **Alternatives**

Alternatively, a decision could be made that none of the 2017 budget supplemental appropriation resolutions should be adopted at this time.

### **Fiscal Impact**

The fiscal impact is equivalent to the net amount of each of the supplemental appropriation requests that are approved by the Board of County Commissioners.

### **Reviewed By:**

Janet J. Kennedy, Finance Director  
John Christofferson, Deputy County Attorney

Department	Revenue Amount	Expense Amount	FTEs
<b>2017</b>			
<b>DISCUSSION NEEDED</b>			
<b>General Fund</b>			
Coroner's Office	-	12,500	-
Clerk & Recorder's Office	-	350,000	-
Sheriff's Office	2,601	2,601	-
Sheriff's Office	-	-	-
Sheriff's Office	-	-	-
Sheriff's Office	-	-	-
Sheriff's Office	75,000	75,000	-
Sheriff's Office	117,000	-	-
<b>SUBTOTAL General Fund</b>	<b>\$ 194,601</b>	<b>\$ 440,101</b>	<b>-</b>
<b>ALEA Fund</b>			
Sheriff's Office	-	-	-
Sheriff's Office	-	-	-
<b>SUBTOTAL ALEA Fund</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Central Services Fund</b>			
Administrative Services	100,944	-	-
Sheriff's Office	-	13,144	-
Sheriff's Office	-	38,357	-
Sheriff's Office	-	38,357	-
Sheriff's Office	-	38,357	-
Sheriff's Office	-	28,553	-
Sheriff's Office	-	21,475	-
Sheriff's Office	5,000	42,213	-
Sheriff's Office	3,500	3,500	-
Sheriff's Office	8,000	-	-
Sheriff's Office	5,000	-	-
Sheriff's Office	4,000	4,000	-
<b>SUBTOTAL Central Services Fund</b>	<b>\$ 126,444</b>	<b>\$ 227,956</b>	<b>-</b>
<b>Capital Improvement Fund</b>			
Sheriff's Office	-	2,590	-
Sheriff's Office	-	3,491	-
Information Technology	-	1,237	-
<b>SUBTOTAL Capital Improvement Fund</b>	<b>\$ -</b>	<b>\$ 7,318</b>	<b>-</b>
<b>Open Spaces Fund</b>			
Open Spaces	-	-	-
<b>Recreation District Fund</b>			
Open Spaces	-	65,000	-
<b>Self-Insurance Liability Fund</b>			
County Attorney	-	-	-
County Attorney	-	-	-
<b>TOTAL Discussion Needed</b>	<b>\$ 321,045</b>	<b>\$ 740,375</b>	<b>-</b>
<b>NEW REVENUE/BUDGET CLEANUP</b>			
<b>ALEA Fund</b>			
Sheriff's Office	19,949	19,949	-
<b>Forfeiture Fund</b>			
Sheriff's Office	13,096	13,096	-
<b>Grant Fund</b>			
Sheriff's Office	563,528	563,528	-
<b>Homeland Security Fund</b>			
Sheriff's Office	1,919,346	1,919,346	-
<b>Infrastructure Fund</b>			
Public Works	1,783,631	1,783,631	-
<b>TOTAL New Revenue/Budget Cleanup</b>	<b>\$ 4,299,550</b>	<b>\$ 4,299,550</b>	<b>-</b>

**ARAPAHOE COUNTY  
NOTICE OF PUBLIC HEARING  
PROPOSED BUDGET AMENDMENTS**

NOTICE IS HEREBY GIVEN that on Tuesday, May 23 2017 at 9:30 a.m., or as soon thereafter as the calendar of the Board of County Commissioners permits, in the East Hearing Room of the County Administration Building, 5334 South Prince Street, Littleton, Colorado, the Board of County Commissioners of Arapahoe County will meet to consider the following proposed budget resolutions:

**I**

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Coroner's Office is requesting to appropriate \$12,500 in the General Fund to replace a broken generator in an x-ray machine; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to appropriate \$12,500 in the General Fund, Coroner's Office to purchase a generator for an x-ray machine.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

**II**

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Clerk & Recorder's Office is requesting to appropriate \$350,000 in the General Fund for the preservation and digitization of at-risk historical County documents within the Recording Division; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to appropriate \$350,000 in the General Fund, Clerk & Recorder's Office to digitize at-risk documents.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

III

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Sheriff's Office has requested to budget \$10,543 for the purchase of replacement investigation interview equipment; and

WHEREAS, they are requesting to transfer \$2,601 in unused intergovernmental rents from Central Services Fund to General Fund; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to appropriate \$13,144 from the unappropriated balance in the Central Services Fund, Sheriff's Office and transfer \$2,601 from the Central Services Fund and recognize and appropriate the same in the General Fund, Sheriff's Office to purchase interview equipment.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

IV

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Sheriff's Office has requested to transfer \$3,500 from the General Fund to the Central Services Fund to upgrade from the purchase of a sedan to an SUV with a bomb vault; and

WHEREAS, they are requesting to transfer \$4,000 from the General Fund to the Central Services Fund for the difference in cost to upgrade a Community Resources patrol vehicle with additional emergency equipment; and

WHEREAS, they are requesting to transfer \$5,000 from the General Fund to the Central Services Fund for the estimated auction proceeds to retain a specialized patrol vehicle in the fleet; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to transfer \$12,500 from the General Fund, Sheriff's Office and recognize \$12,500 and appropriate \$7,500 in the Central Services Fund, Sheriff's Office to upgrade two vehicle purchases and to retain an already replaced vehicle in the fleet.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

V

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the County Attorney is requesting to transfer \$75,000 from the Self Insurance Liability Fund to the Sheriff's Office in the General Fund to purchase emergency radios for County emergency preparedness; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to transfer \$75,000 from the Self Insurance Liability Fund, County Attorney and recognize and appropriate the same in the General Fund, Sheriff's Office to purchase emergency radios for emergency preparedness.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

VI

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Human Services Department requires NCIC background checks for some of its programs and is funding two positions in the Sheriff's Office to perform these background checks; and

WHEREAS, the Sheriff's Office is requesting to recognize the \$117,000 in the General Fund from the reimbursement from the Human Services Department; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.



NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to recognize \$117,000 in the General Fund, Sheriff's Office to perform NCIC background checks.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

## VII

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Sheriff's Office is requesting to transfer \$8,000 from the Arapahoe Law Enforcement Authority Fund and recognize the same amount in the Central Services Fund for the estimated auction value of a vehicle to retain it rather than send it to auction; and

WHEREAS, they are requesting to appropriate \$37,213 in the Central Services Fund to replace a totaled vehicle; and

WHEREAS, they are also requesting to transfer \$5,000 from the Arapahoe Law Enforcement Authority Fund and recognize and appropriate the same amount in the Central Services Fund for the additional cost to upgrade the vehicle replacing the one that was totaled; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to transfer \$13,000 from the Arapahoe Law Enforcement Authority Fund, Sheriff's Office, recognize the same and appropriate \$42,213 in the Central Services Fund, Sheriff's Office to retain a vehicle rather than send it to auction and to purchase an upgraded replacement vehicle for a totaled vehicle.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

## VIII

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the County Attorney is requesting to transfer \$100,944 from the Self Insurance Liability Fund to the Central Services Fund, Administrative Services Department for the proceeds of six totaled vehicles in the Sheriff's Office; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to transfer \$100,944 from the Self Insurance Liability Fund, County Attorney and recognize the same in the Central Services Fund, Administrative Services Department for the proceeds from six totaled vehicles in the Sheriff's Office.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

IX

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Sheriff's Office is requesting to appropriate \$143,624 in the Central Services Fund to replace four totaled vehicles; and

WHEREAS, the Sheriff's Office is also requesting to appropriate \$21,475 in the Central Services Fund to replace a John Deere ATV; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to appropriate \$165,099 in the Central Services Fund, Sheriff's Office to replace four totaled vehicles and a John Deere ATV.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

X

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Sheriff's Office is requesting to appropriate \$2,590 in the Capital Improvement Fund for additional cost for the radio tower replacement project at the Administration Building; and

WHEREAS, the Sheriff's Office is also requesting to appropriate \$3,491 in the Capital Improvement Fund for additional cost for the digital radio test platform project; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to appropriate \$6,081 in the Capital Improvement Fund, Sheriff's Office for additional cost for the Administration Building radio tower replacement and digital radio test platform projects.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

XI

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Information Technology Department is requesting to appropriate \$1,237 in the Capital Improvement Fund for payment of final invoice on the audio streaming project that was not anticipated at year end; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to appropriate \$1,237 in the Capital Improvement Fund, Information Technology Department for payment of the final audio streaming project invoice.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

XII

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Open Spaces and Intergovernmental Relations Department is requesting to appropriate \$65,000 in the Recreation District Fund to purchase nine mobile goal post sets for the Dove Valley Regional Park; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to appropriate \$65,000 in the Recreation District Fund, Open Spaces and Intergovernmental Relations Department to purchase nine mobile goal post sets.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

**XIII**

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Sheriff's Office is requesting to recognize and appropriate \$19,949 in the Arapahoe Law Enforcement Authority Fund for additional law enforcement fees for Bennett, Deer Trail and Foxfield; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to recognize and appropriate \$19,949 in the Arapahoe Law Enforcement Authority Fund, Sheriff's Office for additional law enforcement fees.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

**XIV**

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Sheriff's Office has received \$13,096 in forfeitures and requests that this revenue be recognized and appropriated in the Forfeited Property Fund; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to recognize and appropriate \$13,096 in the Forfeited Property Fund, Sheriff's Office for forfeitures received in the first quarter of 2017.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

**XV**

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Sheriff's Office requests to recognize and appropriate \$563,528 in the Grant Fund from unspent law enforcement grants from the prior year; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to recognize and appropriate \$563,528 in the Grant Fund, Sheriff's Office unspent law enforcement grants from the prior year.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

**XVI**

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Sheriff's Office requests to recognize and appropriate \$1,919,346 in the Homeland Security Fund from unspent Federal Homeland Security grants from prior years; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to recognize and appropriate \$1,919,346 in the Homeland Security Fund for unspent grants from prior years.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

**XVII**

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Public Works & Development Department is requesting to recognize and appropriate \$1,786,631 in the Infrastructure Fund from reimbursements for the I-25/Arapahoe interchange, the SPIMD portion of the I-25/Arapahoe interchange, the Quincy Avenue final design, and Aurora share of Quincy/E-470 interchange ramp study; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to recognize and appropriate \$1,783,631 in the Infrastructure Fund, Public Works & Development for reimbursements for various projects.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.



**Proposed Motion:**

I move to **adopt/not adopt** the seventeen (17) supplemental appropriation requests to the 2017 Budget that were presented to the Board at the 1<sup>st</sup> Quarter Budget Review study session on May 9<sup>th</sup>, 2017 and brought forward for today's public hearing for formal adoption.



## Board Summary Report

**Date:** May 11, 2017  
**To:** Board of County Commissioners  
**Through:** Jan Yeckes, Planning Division Manager  
**From:** Bill Skinner, Senior Planner  
**Subject:** P16-028, Saddlerock No. 7 Final Plat

### Request

The applicant, Meritage Homes, on behalf of the owner, Copperleaf North LLC is requesting approval of the Saddlerock Highlands No. 7 Final Plat. The application proposes dividing a 16.28 acre property into 96 lots and supporting tracts.

### Location & Vicinity Map

This proposal is located in Commissioner's District #3, northeast of the intersection of E Quincy Avenue and S Malta Street.



Location of Saddlerock Highlands No. 7 Final Plat

### Adjacent Subdivisions, Zoning, and Land Use

North	-	A neighborhood park owned and managed by the Arapahoe Park and Recreation District (not a part of the Arapahoe County Open Spaces Department).
West	-	Single Family Detached Homes that are part of the Saddlerock Highlands PUD.
South	-	Undeveloped property across E Quincy Avenue that is part of the Copperleaf PUD, zoned Towne Centre TC2/M1.
East	-	The Tallgrass Commercial Center, which is an individual PDP that is part of the larger Saddlerock Highlands PDP. This property is currently being developed as neighborhood services commercial/retail uses, including a small format Wal-Mart, McDonalds restaurant, 7/11 Convenience Store, Car Wash, Daycare/Pre-school, and other retail storefronts.

### Background

The property is currently platted as Saddlerock Highlands Subdivision Filing 3, Lot 1.

### Discussion

Staff review of this application included a comparison of the proposal to policies and goals outlined in the Comprehensive Plan, the Final Plat Regulations section of the Land Development Code, existing uses, and an analysis of referral comments.

#### Comprehensive Plan

The Arapahoe County Comprehensive Plan (Comp Plan) designates this site as “Urban Residential”. Urban Residential areas are anticipated to have residential development that is supported by neighborhood commercial centers with locally oriented shops and services typically including grocery stores, retail shops, convenience stores, personal and business services, offices, community facilities, and other uses designated to serve the local area. The applicant’s proposal for a convenience store and fuel station meets the direction provided by the Comp Plan for Urban Residential areas.

This application complies with the following Goals and Policies of the Comp Plan:

- Policy GM 1.2 – Encourage Urban Development to Locate in Designated Growth Areas.  
*The proposed application is located in an approved MU-PUD that specifies residential development on this parcel.*
- Goal GM 4 – Promote Compact Growth in the Urban Service Area.  
*The proposed development utilizes existing public facilities.*
- Goal PFS1 – Plan for Adequate Public Facilities and Services in Growth Areas.  
*Based on responses from service providers, adequate public facilities and services are present in the area.*

#### Final Plat Analysis

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:”

- Provide for a public water supply.*

The existing parcel is in the East Cherry Creek Water and Sanitation District. The District has provided will serve letters for this parcel in the past. An updated letter is forthcoming and is proposed as a condition of approval.

*b. Provide for a public sewage disposal system.*

The existing parcel is in the East Cherry Creek Water and Sanitation District. The District has provided will serve letters for this parcel in the past. An updated letter is forthcoming and is proposed as a condition of approval.

*c. Provide evidence to show that all areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified by the subdivider, and that the proposed uses of these areas are compatible with such conditions.*

A soils report for a previous proposal located on this site was submitted with the initial application. Staff is coordinating an updated report that is specific to this proposal, but does not anticipate a new interpretation of the results which specified mitigation techniques to be employed on the site. Compliance with Colorado Geological Survey recommendations regarding soils is proposed as a condition of approval.

*d. Comply with all applicable zoning regulations governing the property as adopted by the Board of County Commissioners.*

The proposed plat is located within the Saddlerock Highlands PDP, and does not present any conflicts with that zoning document, which was reviewed and approved by the Board.

*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.

**Referral Comments**

Comments received during the referral process are as follows:

Arapahoe County Assessor	No response
Arapahoe County Open Space	No comment
Arapahoe County PWD Engineering	Comments have been addressed
Arapahoe County PWD Mapping	Comments have been addressed
Arapahoe County PWD Planning	Comments have been addressed
Arapahoe County PWD/ Zoning	Comments have been addressed
Arapahoe County Sheriff	No response
Arapahoe Park and Rec District	APRD responded to the concurrent FDP, no comment on the plat.
Buckley AFB	No response
CDOT	No response
Century Link	No response
Cherry Creek School Dist	No response - school sites were dedicated as part of the Saddlerock Highlands / Copperleaf platting
City of Aurora	No response
Colorado Division of Water Resources	No comment
Colorado Division of Wildlife	No response

Colorado Geological Survey	A previous report for the site was provided. An updated response is anticipated, but has not arrived yet.
Cunningham Fire Protection Dist	Fire district responded to the concurrent FDP, no comment on the plat.
ECCV Water and San District	A will serve letter will be provided
Library District Arapahoe Park and Rec District	No response
RTD	No response
Saddlerock Highlands HOA	No response
SEMSWA	Comments have been addressed
Tallgrass HOA	No response
Tri County Health Department	Responded to the concurrent FDP application
Urban Drainage	No comment
Urban Drainage	No response
Us Army Corps Of Engineers	No response
Xcel Energy - PSCo	Concerns about an existing facilities are expressed.

### **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 requirements in *Section 14-300 – Final Plat* of the Arapahoe County Land Development Code.

### **Recommendations**

Planning Commission: Final Plats are not reviewed by the Planning Commission and no Planning Commission recommendation is available. Planning Commission did recommend approval of the concurrent Final Development Plan.

Staff: Staff is recommending approval of this Final Plat with conditions of approval.

Considering the findings and other information provided herein, Staff recommends approval of case number P16-028 Saddlerock No. 7 Final Plat subject to the following conditions of approval:

1. Prior to signature of the final copy of these plans, the applicant must address Public Works Staff comments and concerns.
2. Approval of the concurrent P16-027 Saddlerock Highlands No. 7 FDP application is required before staff will forward the P16-028 Saddlerock No. 7 Final Plat plans to the BOCC for signature.
3. The applicant will comply with Colorado Geological Survey direction pertaining to site conditions
4. The applicant will provide an updated ECCV will serve letter.

**Links to Align Arapahoe**

This request, if approved, will likely “improve the County’s economic environment” by creating lots that will be available for the construction of homes and infrastructure.

**Alternatives**

The Board of County Commissioners has 3 alternatives:

1.      Approve the application with Conditions of Approval.
2.      Continue to a date certain for more information.
3.      Deny the application.

**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 with conditions for this case.

Reviewed By:

Bill Skinner

Jason Reynolds

Jan Yeckes

Dave Schmit

Todd Weaver

Bob Hill



## **DRAFT MOTIONS – P16-028**

### **APPROVAL**

In the case of P16-028, Saddlerock No. 7 Final Plat, I have read the staff report and received testimony at the public hearing. I agree with the staff findings for the application including all plans and attachments as set forth in the staff report dated May 11, 2017. I hereby move to APPROVE the request, subject to the following conditions:

1. Prior to signature of the final copy of these plans, the applicant must address Public Works Staff comments and concerns.
2. Approval of the concurrent P16-027 Saddlerock Highlands No. 7 FDP application is required before staff will forward the P16-028 Saddlerock No. 7 Final Plat plans to the BOCC for signature.
3. The applicant will comply with Colorado Geological Survey direction pertaining to site conditions
4. The applicant will provide an updated ECCV will serve letter.

### **DENY**

*(This recommendation would not be consistent with the Staff recommendation. Any alternate motion must include new findings and conditions in support of the motion for denial where those differ from the Staff-recommended findings and conditions):*

In the case of P16-028, Saddlerock No. 7 Final Plat, I have read the staff report and received testimony at the public hearing. I am not in agreement with staff findings as set forth in the staff report dated May 11, 2017. I hereby move to DENY the request, based on the following:

Findings:

1. *State new or amended findings to support “Denial” as part of the motion.*
2. ...

### **CONTINUE**

In the case of P16-028, Saddlerock No. 7 Final Plat, 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].



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

**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:**

Heritage Homes of Colorado, Inc.  
Henry Design Group, Inc.

**ADDRESS:**

6892 S. Yosemite Ct. #1-201 Centennial, CO 80112  
1501 Wazee St. #1-C Denver, CO 80202

**PHONE:** 303-406-4309 / 303-446-2368 **FAX:**

**EMAIL:** tim.buschar@heritagehomes.com / khenry@henrydesigngroup.com

**SIGNATURE:**

*Tim Buschar*  
**NAME:** TIM BUSCHAR  
**TITLE:** LAND DEVELOPMENT  
MANAGER

**OWNER(S) OF RECORD:**

Copperleaf North, LLC

**ADDRESS:**

3515 S. Tamarac Drive #300 Denver, CO 80237

**PHONE:** 720-482-7170

**FAX:**

**EMAIL:** mcooper@cooperrnmt.com

**SIGNATURE:**

*RL Manager, Inc. Manager*  
*By Marc Cooper, President*  
**NAME:**

**TITLE:**

**ENGINEERING FIRM:**

J3 Engineering Consultants, Inc.

**ADDRESS:**

6505 S. Paris St. Centennial, CO 80111

**PHONE:** 303-368-5601

**FAX:**

**EMAIL:** sdouglas@j3engineering.net

**CONTACT PERSON:**

Stephen Douglas, P.E.

**Pre-Submittal Case Number:** Q16-046

**Pre-Submittal Planner:** Bill Skinner

**Pre-Submittal Engineer:** Spencer Smith

**Parcel ID no. (AIN no.):**

2073-02-4-19-001

**Parcel Address or Cross Streets:**

NE Corner S. Malta St. & E. Quincy Ave.

**Subdivision Name & Filing No.:**

Saddle Rock Highlands Lot 1, Filing No. 3 - (Existing) Tallgrass - Saddle Rock Highlands Filing No. 7 - (Proposed)  
REPLAT - MAJOR

**Related Case Numbers:**

(Preliminary/Final Development  
Plan, Rezoning, and / or Plat)

Z-02-004 (PDP) R-08-002 (PLAT)

**EXISTING**

**PROPOSED**

**Zoning:**

MU-PUD (MF)

MU-PUD (SFD)

**Case/Project/Subdivision  
Name:**

Saddle Rock Highlands

**Site Area (Acres):**

16.28 Ac.

16.28 Ac.

**Floor Area Ratio (FAR):**

NA

NA

**Density (Dwelling Units/Acre):**

NA

5.897

**Building Square Footage:**

NA

NA

**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.:**

**Planning Manager:**

**Engineering Manager:**

**Planning Fee:**

Y N \$

**Engineering Fee:**

Y N \$

**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.



November 7, 2016

Mr. Bill Skinner  
Arapahoe County  
Public Works and Development Department  
6924 S. Lima Street  
Centennial, CO 80112

***RE: Tallgrass Final Development Plan and Saddle Rock Highlands Filing No. 7 Final Plat***

Dear Bill,

Henry Design Group, Inc. on behalf of Meritage Homes, the applicant and Copperleaf North, LLC, the property owner, is pleased submit the Final Plat and Final Development Plan for Tallgrass/Saddle Rock Highlands Filing No. 7. The property is in unincorporated Arapahoe County and is generally located at the northeast corner of S. Malta Street and E. Quincy Avenue.

The site is bordered to the north by Tallgrass Park owned by the Arapahoe County Park and Recreation District. S. Malta Street creates the western boundary of the site. West of S. Malta Street are existing single family detached homes. E. Quincy Avenue is along the southern boundary of the site. South of E. Quincy Avenue is unplatted vacant land zoned MU in Arapahoe County. Land to the east is zoned Mixed Use Commercial with existing and proposed retail and service commercial uses.

The site is designated as Parcel G on the Saddle Rock Highlands Preliminary Development Plan (PDP) Amendment No. 2 and is designated for Multi-family, however the PDP allows for Single Family Detached Residential as a permitted use.

The 16.28 acre site was also originally platted as Lot 1, Block 23 of the Saddle Rock Highlands Subdivision Filing No. 1 and subsequently replatted as Lot 1, filing No. 3, Parcel ID No. 2073-02-4-19-001. The proposal is for a Final Development Plan and Final Plat for 96 single family homes that are front loading from a public street. The typical lot size is 45 feet wide by 100 feet in depth. Some of the lots vary from this typical based on location and access.

Primary access to the site is from S. Malta Street with secondary access from E. Oxford Ave. A loop street provides vehicular access to the homes. The plan provides a trail connection from E. Quincy Avenue to the Tallgrass Park north of the site via a centralized open space corridor. The site plan provides 10.7% of open space which exceeds the requirement as stated in the PDP.

Overall, the Final Development Plan is in compliance with the Saddle Rock Highlands PDP Second Amendment including setbacks, building height, building coverage, open space and parking. Single family detached lots less than 6,000 square feet in size are permitted on this site up to a maximum



## THE HENRY DESIGN GROUP

LAND PLANNING • LANDSCAPE ARCHITECTURE & DESIGN

number of 50% of the total lots proposed within the PDP or 402 lots. Filing No. 1 has a total of 718 SFD lots of which 117 are less than 6,000 square feet in size. These existing smaller lots combined with the proposed 96 lots in Filing No. 7 brings the total percentage of small lots within Tallgrass to 29.7% of the total and is therefore in compliance with the PDP.

The Single Family Detached Design Standards in the PDP states that "Every builder is encouraged to alternately garage load three (3) homes within ten a (10) home stretch where there are 10 or more homes in a straight stretch without a curve or intersecting street. Alternately loaded garages are not provided as part of this proposal. The following justify to decision to maintain all front loading garages:

- The minimum lot frontage of 45 feet as permitted by the PDP, does not allow adequate space for a side loaded garage.
- The site is zoned for 260 multi-family units; however 96 single family homes are proposed, which significantly reduces the density.
- The smaller lots are proposed due to the site's proximity to E. Quincy Avenue which is an arterial street and the commercial uses to the east thereby providing a transition in land use from the commercial and arterial roads to the existing single family homes within Tallgrass.
- Only two straight stretches of 10 or more lots occur on the site. One backs on S. Malta Street and the other backs on E. Quincy Avenue where an intersection is not possible. There are 10 homes and 14 homes respectively backing on these roads. Landscape buffers and setbacks provide screening along these streets.
- Garages for these homes will vary in placement as they relate to the front of the homes and will be staggered along the streetscape to the extent possible to add variety to the streetscape.
- The builder is expecting to offer 7 plan types each with multiple elevations which will also provide variety along the streetscape.
- The PDP states "encouraged" not "shall provide".

Overall, the proposed neighborhood fits with the fabric of the community and will provide new residents with the benefits of an adjacent existing park, nearby schools, easy access to nearby retail and commercial services.

Thank you for your time and efforts in reviewing this proposal and we look forward to continuing to work with you and Arapahoe County to see this neighborhood to fruition. Please feel free to contact me if you have any questions or need additional information.

Respectfully submitted,

Karen Henry, RLA

# A.G. Wassenaar

Geotechnical and Environmental Consultants

**Inc.**

2180 South Ivanhoe Street, Suite 5  
Denver, Colorado 80222-5710

303-759-8100 Fax 303-756-2920

[www.agwassenaar.com](http://www.agwassenaar.com)

## GEOTECHNICAL SITE DEVELOPMENT STUDY FOR

PROPOSED RESIDENTIAL DEVELOPMENT  
64 DUPLEX LOTS  
SADDLE ROCK HIGHLANDS, FILING 3  
(TALLGRASS)  
ARAPAHOE COUNTY, COLORADO

*PREPARED FOR*

MERITAGE HOMES OF COLORADO, INC.  
6892 SOUTH YOSEMITE COURT, SUITE 1-201  
CENTENNIAL, COLORADO 80112

MAY 26, 2016  
PROJECT NUMBER 161421

# A.G. Wassenaar

Geotechnical and Environmental Consultants

2180 South Ivanhoe Street, Suite 5  
Denver, Colorado 80222-5710

303-759-8100 Fax 303-756-2920

www.agwassenaar.com

**Inc.**

May 26, 2016

Meritage Homes of Colorado, Inc.  
6892 South Yosemite Court, Suite 1-201  
Centennial, Colorado 80112

Attention: Mr. Richard Cross

Subject: Geotechnical Site Development Study  
Proposed Residential Development  
64 Duplex Lots  
Saddle Rock Highlands, Filing 3  
(Tallgrass)  
Arapahoe County, Colorado  
Project Number 161421

Dear Mr. Cross:

We have conducted the geotechnical site development study for the proposed development at the subject site. Our summary of the data collected during our field and laboratory work and our analysis, opinions, and conclusions are presented in the attached report. The purpose of our study is to provide preliminary design criteria for planning, site evaluation, foundation systems, slabs-on-grade, and drainage for the proposed development. A geologic and environmental hazards study was not part of the contracted scope of work provided in this report.

In general, the subsurface materials encountered consist of approximately 1½ to 8 feet of slightly sandy to sandy clay and silty to clayey sand over sedimentary bedrock. Claystone and sandstone bedrock were encountered at depths of 1½ to 8 feet in all 12 of the borings. Ground water was encountered at depths of 6 to 32 feet in 10 of the 12 test borings during this study.

Site development considerations should include provisions related to the presence of moderately to highly expansive clay soils and expansive claystone bedrock over the entire site, as well as shallow ground water encountered over half the site.

Based upon a review of the data collected as part of this preliminary study, we expect that all of the structures can be founded on straight-shaft piers drilled into competent bedrock. We have provided overexcavation alternatives which should increase the number of spread or pad-type footing foundations and reduce the risk of basement slab movement. Ground water will be encountered within the depth of proposed overexcavation over 40 to 50% of the site, dependent upon the final grading plans. Preliminary design criteria is given in the report.



We estimate structural basement floors should be anticipated for all of the sites if overexcavation is not performed; however, this is dependent on planned cuts and fills across the site. This estimate can be reduced if the overexcavation procedures provided in this report are followed. Slabs-on-grade will require some special consideration because of the low to very high swelling potential of the clay soils and claystone bedrock.

Perimeter subdrains will be necessary for all below grade areas. Extensive drain systems will be necessary when basements are within 4 feet of the existing ground water level.

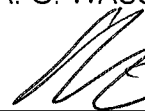
Preliminary pavement sections have been provided in the following report. Overexcavation of the streets will be necessary.

Additional recommendations are presented in the following report.

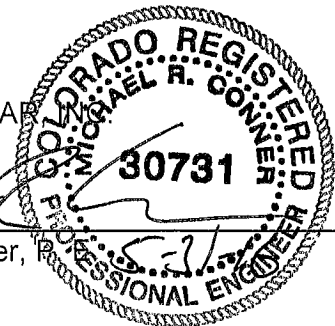
If you have any questions regarding the contents of this report or our analyses of the subsurface conditions which will influence the proposed development, please call us. We have appreciated the opportunity to provide this service for you.

Sincerely,

A. G. WASSENAAR



Michael R. Conner, P. E.  
Senior Engineer



Reviewed by:



Keith D. Seaton, P. E.  
Senior Engineer

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# **GEOTECHNICAL SITE DEVELOPMENT STUDY**

Proposed Residential Development  
64 Duplex Lots  
Saddle Rock Highlands, Filing 3  
(Tallgrass)  
Arapahoe County, Colorado  
May 26, 2016

## ***PURPOSE***

This report presents results of a geotechnical site development study for a proposed residential development identified as Tallgrass in the Saddle Rock Highlands subdivision located northeast of East Quincy Avenue and South Malta Street in Arapahoe County, Colorado. This study was conducted for the purpose of generating limited geotechnical data to assist in determining preliminary design criteria for planning, site evaluation, foundation systems, slabs-on-grade, and overexcavation grading recommendations. A geologic and environmental study is not part of the scope of work for this study. Factual data gathered during the field and laboratory work is summarized on Figures 1 through 19 and Table I. Our opinions and recommendations presented in this report are based on the data generated during this field exploration, associated laboratory testing, our experience with similar type projects, and our understanding of the proposed project.

This report was not intended to provide design criteria for individual foundations or street construction. Additional geotechnical studies will be required to develop these types of final design criteria and construction recommendations.

## ***PROPOSED CONSTRUCTION***

We understand the proposed development will include 64 duplex residential lots and associated infrastructure. Specific construction details were not known at the time of this study. The site plan furnished to our office presented conceptual lot locations and street alignments. Grading plans were not available at the time of this study. Existing ground elevations were provided by others. We should be contacted to review our recommendations once grading plans are available.

## ***SITE CONDITIONS***

The site is vacant, consisting of approximately 16 acres of land located in Arapahoe County, Colorado. The property is bounded to the north and west by single family residential developments, to the east by commercial development and to the south by vacant land. The vegetation on the site consists of native grasses, weeds, and yucca. A drainage trench exists along the south edge of the property that connects an existing detention pond at the southeast corner to a detention area at the southwest corner of the property. Topographically, the ground surface slopes gently to moderately toward the southwest.

## ***FIELD EXPLORATIONS***

Subsurface conditions were explored by drilling 12 test borings at the locations indicated on Figure 1. The borings were spaced generally at 200 to 300-foot intervals across the tract. The borings were advanced using a 4-inch diameter, continuous flight auger powered by a truck-mounted drilling rig. At frequent intervals, samples of the subsurface materials were taken using a modified California sampler which was driven into the soil by dropping a 140-pound hammer through a free fall of 30 inches. The modified California sampler is a 2.5-inch outside diameter by 2-inch inside diameter device. The number of blows required for the sampler to penetrate 12 inches gives an indication of the consistency or relative density of the soils

encountered. Results of the penetration tests and location of sampling are presented on the "Test Boring Logs," Figures 2 through 4. In addition to sampling and logging each boring for material types, ground water measurements were made at the time of drilling and again three days after drilling.

## ***LABORATORY TESTING***

Samples were returned to the laboratory where they were visually classified and testing assigned to specific samples to evaluate their engineering properties. The laboratory tests included 22 settlement-swell tests to evaluate the effect of wetting and loading on the selected soils samples. The results of the settlement-swell tests are presented on Figures 5 through 15. Seven gradation analysis tests and Atterberg limits tests were conducted to evaluate grain size distribution and plasticity. These results are presented on Figures 16 through 19. In addition, water soluble sulfates and corrosivity testing was performed on two representative samples. These test results are summarized on Figures 2 through 4 and Table I.

## ***SUBSURFACE CONDITIONS***

Our test borings indicate the subsurface materials encountered, in general, consist of approximately 1½ to 8 feet of medium stiff to very stiff, slightly sandy to sandy clay and medium dense, silty to clayey sand over firm to very hard claystone and sandstone bedrock. Ground water was encountered at depths of 7 to 29 feet in five test borings at the time of drilling and at depths of 6 to 32 feet in 10 borings three days after drilling. Ten borings caved to depths of 14 to 33 feet. Descriptions of the materials encountered are presented in the following paragraphs. Graphical depictions of the test borings are shown on Figures 2 through 4.



## **FILL**

Fill material was not encountered in our test borings, however, any existing fill encountered during construction should be considered to have not been placed as fill capable of supporting structures or structural elements. Any existing fill should be removed prior to placement of new fill, structures, flatwork or other structural appurtenances.

## **CLAY**

The clay encountered in the test borings was slightly sandy to sandy, medium stiff to very stiff, slightly moist to moist, slightly calcareous, and light brown to brown in color. Based upon our laboratory results, the overburden clay soils exhibited in-situ dry densities ranging from 109 to 113 pounds per cubic foot (pcf), and in-situ moistures ranging from 13 to 26 percent (%). These soils also exhibited low to high swell (+0.3% to +5.5%) upon wetting and under a loading of 1,000 pounds per square foot (psf). The clay is considered to possess moderate to high expansion potential.

## **SAND**

Sand was encountered in two test borings and was silty to clayey, medium dense, moist, and brown to rust brown in color. The samples were visually of no to low plasticity. The sand is considered to possess low consolidation to no to low expansion potential with possibly low swelling clayey lenses.

## **CLAYSTONE**

The claystone bedrock encountered during this study was firm to very hard, slightly sandy to sandy, moist, and brown to gray to olive to rust brown in color. Occasional interbedded, poorly cemented sandstone lenses were observed. Based upon our laboratory results, the claystone

bedrock exhibited in-situ dry densities ranging from 89 to 119 pcf, and in-situ moistures ranging from 14 to 32%. The samples tested exhibited high plasticity. These soils also exhibited low to very high measured swell (+0.4 to +7.5%) upon wetting and under a loading of 1,000 psf. The claystone is considered to possess high to very high expansion potential.

## **SANDSTONE**

Sandstone was encountered in eight of the 12 borings. The sandstone was hard to very hard, clayey, with interbedded claystone in portions. The sandstone was visually of no to moderate plasticity and is considered to possess no to low expansion potential, except when interbedded with claystone where it would possess moderate to high expansion potential.

## **GROUND WATER**

Ground water was found in five of the 12 borings at depths ranging from 7 to 29 feet at the time of drilling. When checked three days after drilling, water was found in 10 of the borings at depths ranging from 6 to 32 feet.

The ground water levels shown were accurate at the time they were measured. Ground water levels can vary due to many factors including precipitation, irrigation, water features, and land use. It is anticipated that ground water levels at this site will change should the planned development be completed and lawn irrigation commences.

## **GEOTECHNICAL CONCERNS**

The main geotechnical constraint to consider during development of the site is the presence of expansive soil and bedrock as well as relatively shallow ground water in some areas. A discussion of each concerns follows.

## **EXPANSIVE SOILS**

It has been our experience that when claystone bedrock is encountered at or near the proposed foundation or slab elevation, differential movement with swell pressures high enough to move shallow foundations and/or slabs should be anticipated. Presumed grading would result in claystone bedrock within the influence of the proposed foundation depths across the entire site. Depending upon the proposed cuts and fills, we believe that development of the site should include overexcavating the lots to depths of 10 feet below the lowest foundation elements. The overexcavated materials should be processed and placed as a moisture treated fill. This process would, in essence, 'pre-swell' the clays and claystone at the site by adding water and lowering the density. Our experience indicates that clay and claystone materials of the type encountered at this site will likely possess an average swell of less than 2% when processed in this manner with typical earthmoving equipment. This type of swell reduction would largely allow the construction of a footing or pad type foundation (rather than piers) and reduce the risk of slab movement which may allow the construction of interior floors as concrete slabs-on-grade where the risk of movement is deemed acceptable. The Client should realize there is no guarantee piers will not still be required, however, the risk and design constraints will be reduced.

## **GROUND WATER**

A review of final grading plans will be necessary however, the depth to ground water was measured within our anticipated overexcavation depths in Test Borings 5, 8, and 10 through 12. Ground water may also pose a problem during utility construction. We recommend foundations be constructed at least 3 and preferably 4 feet or more above ground water level. Additionally, the water may cause difficulties during the drilling of piers for foundation support. Plans showing our estimated elevation of ground water and the area where ground water is relatively shallow

- (>15 feet) are shown on Figures 22 and 23. Site development should be planned to avoid or manage the ground water.

An underdrain system constructed beneath the sanitary sewer (if allowed by the governing jurisdiction) would likely help in removing water from the site and may also be used to provide an outfall for individual foundation drain systems. However, it must be understood that while this type of system may help to control the ground water levels, it will not dewater the site. A permanent outfall and maintenance for the system will be necessary. We are available to discuss this with you.

## ***SITE DEVELOPMENT***

Methods for overlot grading the site using traditional techniques, and overexcavation and placement of moisture treated fill, are presented in the following sections.

### **TRADITIONAL OVERLOT GRADING**

We assume the fill materials used at the site will be from on-site cut areas or similar import materials. In general, suitable inorganic on-site or off-site soils may be used for structural fill. Any existing fill, topsoil, rocks or cobbles greater than 6 inches in size, frozen material or soil containing organic or other deleterious material, should be removed prior to placement of new fill. Off-site material considered for structural fill should be evaluated by our office prior to importing to the site.

Construction of the fill embankments throughout the site should consist of proper foundation preparation, constructing embankment benching where necessary, disposition of strippings, proper fill placement and compaction, and designing and vegetating slopes in accordance with the

recommendations provided in this report and the applicable governing regulations. Following are general site grading recommendations:

1. It is recommended that our office be retained to observe and test the fill placement.
2. Based upon the subsurface information contained in this report, and our understanding that the near surface soils will be used for fill, we have provided general site grading specifications in the Appendix.
3. All organic, topsoil, and soft surface soils should be stripped and removed prior to fill placement. These soils should be wasted from the site or stockpiled for future use in revegetating exposed slopes. Another less desirable option would be to place these materials in non-structural fill areas at back of lots or where they will not affect the overall structural integrity of slopes. In no case should these materials be used in the structural fills or where the stability of slopes will be affected. If these materials are used in non-structural fill sections at back of lots, they should only be placed in fills where the embankment section does not exceed 5 feet in height.
4. Any existing uncontrolled fill or stockpiles of fill material should be removed and placed in a controlled manner or hauled off-site.
5. Where existing slopes exceed an existing slope of 5:1 (horizontal to vertical), benching for structural integrity will be necessary. Prior to placing fill sections in these areas, the existing slopes should be benched as shown on Figure 20. More information concerning the filling of slopes is included in the section of this report entitled, "Slopes".

6. After the fill areas have been cleared, the natural foundation soils should be scarified to a minimum depth of 6 inches, brought to the proper moisture content and then compacted according to the Appendix.
7. The compaction and moisture control of the soils will be dependent upon material types. The specifications outlined in the Appendix are based upon providing a fill with sufficient shear strength to support structures and controlling residual swell of expansive soil used in the fill.
8. Particular attention should be paid to compaction of the exterior faces of slopes (i.e., slopes should be compacted to the minimum specification to the surface of the fill embankment).
9. Other specifications outlined in the Appendix of this report should be followed.

#### **OVEREXCAVATION AND PLACEMENT OF MOISTURE TREATED FILL**

Based on the expansion potential of the clay and claystone bedrock, we recommend the site be overexcavated if the use of shallow foundations is desired. The following recommendations should be followed during grading operations in order to enable the placement of a moisture treated fill that could be used for foundation support. Placement of moisture treated fill would be most efficiently performed during site grading. These recommendations may be modified during construction if soil conditions differing from those anticipated are encountered.

1. **Site grading plans should be provided to this office prior to commencement of earthwork in order to evaluate what depth of overexcavation should be performed.**
2. The existing clay and bedrock should be excavated to a depth of 10 feet below the lowest foundation element or to a significant layer of sandstone bedrock. The base of the excavation should extend to a width of at least 5 feet beyond the

foundation building envelope (see Figure 21). The excavation should be sloped following current OSHA regulations. A licensed surveyor must verify the depth and width of the excavation prior to any fill placement.

3. Ground water was encountered within the proposed overexcavation depth when checked three days after drilling in the area of Test Borings 5, 8, and 10 through 12. This indicates construction difficulties should be anticipated in this area, such as dewatering during the overexcavation procedure and possibly removal of saturated, unstable soils during the compaction process. It may be prudent to provide permanent drains at the base of the overexcavation in these areas in order to reduce the amount of water collecting within the overexcavation after development. The drain(s) should be sloped to a positive gravity outfall. Depending on the location and volume of the inflow, chimney drains may be necessary to convey water from site wall seepage areas to the drain. The configuration of these drains should be determined at the time of construction.
4. Once the excavation limits have been verified, fill placement may begin. The bottom of the excavation should be scarified and moistened prior to fill placement. The fill, consisting of the excavated materials, should be placed in maximum 8-inch, loose lifts. If the fill consists of cohesive soils, the fill should be moistened and thoroughly mixed to obtain a moisture content between 0% and +4% of optimum moisture content and then compacted to a minimum of 95% of ASTM D 698 maximum dry density. If the fill will consist of granular soils, the fill should be moistened to a moisture content of  $\pm 2\%$  of optimum moisture content and then compacted to a minimum of 95% of ASTM D 1557 maximum dry density. It is recommended that a grading compactor suited for such a fill be utilized to aid in



compaction of the fill. Optimum moisture content and maximum dry density should be obtained from appropriate laboratory Proctor tests.

5. Continuous observation and testing of fill placement must be performed by this firm. Testing should include in-place moisture content and dry density. Other testing may also be performed at the discretion of the engineer. Any mention of essentially full-time testing and observation does not mean A. G. Wassenaar, Inc. (AGW) will accept responsibility for future fill performance. AGW shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction or the safety procedures employed by Client's contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the Contractor's work may occur undetected. Client shall hold its contractor solely responsible for the quality and completion of the project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor.
6. Placement and compaction of fill should continue to final overlot grade. We recommend that placement of fill not stop at foundation elevation as drying of the near surface fill prior to foundation construction may allow sufficient heave after construction to distress the residence. If the residences are not to be constructed within two years of completion of the fill, additional effort will need to be taken to help maintain the moisture within the fill. This may include the addition of more soil to blanket the compacted fill, the placement of mechanical or chemical barriers, or applying water periodically to the fill surface. We are available to discuss this with you.

It must be understood that while these methods are used to reduce the likelihood of future heave or settlement, they are not free of risk of foundation movement. **The control and removal of surface water at the site will continue to be very important.**

Our experience indicates that the types of materials encountered in our borings at the site should exhibit, on average, low measured swell when placed as a moisture treated fill. It is anticipated that if this level of swell reduction is achieved, the foundations may be constructed by placing footings upon the fill. This level of swell should also provide for a low to moderate risk of basement slab movement. **Additional drilling after the soil modification has been completed will be required to provide final foundation recommendations and basement slab risk assessments for these sites.**

## **SLOPES**

A slope stability analysis and/or retaining wall analysis was not conducted as part of this study. Based upon preliminary site specific observation, it appears the existing slopes are stable. Where natural slopes exceed 5 to 1, horizontal to vertical, benching to maintain structural integrity may be required (see Figure 20). Construction of conventional fill slopes should be limited to 2 to 1 or flatter. Cut slopes steeper than 2 to 1 should be evaluated for stability.

## **CONSTRUCTION EXCAVATIONS**

In our opinion, the foundation and utility excavations may be constructed using conventional earth-moving equipment for the Front Range area. However, some additional effort will be required for excavation extending below the ground water levels. The excavations in areas where bedrock is present near the surface may require some additional effort. Excavations deeper than three feet

should be properly sloped or braced to prevent collapse because of caving soils. Local, city, county, state, and federal (OSHA) regulations should be followed.

## **SURFACE DRAINAGE**

Based upon the existing site topography, we recommend that provision be made to divert surface runoff away from developmental areas. This should reduce potential problems associated with excess water and soils. The site grading plans should consider a slope of 10% away from foundations at the completion of residence construction. All other drainage swales in landscaped areas should slope at a minimum of 2%.

## **SUBSURFACE DRAINAGE**

Clay soils and claystone bedrock were encountered in the test borings drilled for this study. These types of materials have a relatively low permeability, and are, therefore, susceptible to the creation of a perched water condition. Perched water, in conditions such as these, forms after construction has taken place, when extensive irrigation and increased surface drainage are introduced to the property. Additionally, ground water was encountered at depths of 6 to 32 feet in 10 of the 12 borings.

For these reasons, we recommend that an overall area drain be considered during site development. In addition, the overall area drain can also provide for a discharge and collection point for individual foundation drains. Because the sanitary sewer trench excavation is typically the deepest excavated trench area, underdrains can be designed and constructed with installation of the sanitary sewer system. The civil engineering company contracted to design the infrastructure should be able to provide this design. We are available to assist in drain design. For the system to work, the area drain must be graded to a positive discharge point. Given the

topography of the site, it should be possible to lead the area drain to a gravity "daylight" outfall on the lower topographic portions of the site. If a permanent outfall for an area drain cannot be determined, the area drain should not be constructed.

If the Owner elects not to install an overall area drain, we recommend as a minimum the gravel bedding beneath the sewer be provided with points of positive gravity discharge. We also recommend each basement or below grade area be provided with a perimeter subsurface drainage system sloped to a drain to a positive gravity discharge such as a sump or connected directly to the underdrain system. A gravel layer beneath the slab connected to the perimeter drain will also be required in areas where the water levels are within 4 feet of the bottom of the slab.

#### **UTILITY CONSTRUCTION**

Excavations into the overburden soils will encounter erratic conditions. The excavation contractor should encounter primarily overburden clay and sands, and sandstone and claystone bedrock. The bedrock may classify as a "Type A" soil according to OSHA regulations, the overburden clay may be considered a "Type B" soil, and the overburden sand and any soils below the water table as a "Type C" soil. Final determination of the soil types must be made by the contractor's "Competent Person" at the time of construction. All excavations should be sloped or shored in the interest of safety, following local and federal (OSHA) regulations.

The bedrock, when encountered, will stand vertically unsupported, except where fractured or inundated with water. In the interest of safety, bedrock excavations should be sloped as outlined above. In our opinion, the utility excavations may be constructed using conventional earth-moving equipment for the Front Range area. Difficulty may be experienced in the development of this

site. It was previously mentioned that ground water was encountered at relatively shallow depths in some areas. Temporary dewatering and/or stabilization may be required during utility construction.

Trench backfill should be well compacted to prevent future settlement. Trenches through lot and common areas should be compacted to the same specifications as required for overlot grading. Trenches in streets should be compacted to Arapahoe County specifications. Density-compaction testing should be performed during trench backfilling.

### ***SITE CONCRETE AND CORROSIVITY***

Testing performed on selected soil samples indicated water soluble sulfate contents ranging from 940 to 29,700 parts per million (ppm), which is considered to be negligible to very severe concentrations relative to potential corrosive attack on concrete. Therefore, we recommend anticipating the site concrete to be designed for severe (S2) sulfate exposure. We recommend the "American Concrete Institute (ACI) Manual of Concrete Practice" Section 318, Chapter 4.3, of the most recent edition be used for proper concrete mix design properties as they relate to these conditions.

Testing of selected soils indicates pH levels ranging between 7.4 and 8.0. Resistivity testing at the in-situ moisture content resulted in levels of 305 to 483 ohms•cm and chloride results of 0.0004% to 0.0011%. These results are summarized on Figures 2 through 4, and on Table I. The results of this testing should be used as an aid in choosing construction materials that will be resistant to the various corrosive forces present in the soils with which they will be in contact. Manufacturer's representatives should be contacted regarding the specific corrosivity resistance

to the stated levels of pH, resistivity, and chlorides for their particular product. In addition, local district specifications should be consulted when selecting pipe materials.

## ***PRELIMINARY FOUNDATION RECOMMENDATIONS***

The foundation recommendations for each structure are dependent upon the subsurface profile and engineering properties of the materials encountered at and near to the depth of the proposed foundation. These are dependent upon the final configuration of and construction methods used during overlot grading at the site. Therefore, foundation design recommendations for each structure cannot be presented until site grading is complete. **The information presented in the following sections presents preliminary foundation concepts which must be finalized for each building site upon completion of the overlot grading operations.** We should be retained to provide an additional soil and foundation exploration after completion of site grading to provide specific foundation design recommendations for each site.

### **PIERS**

A suitable foundation system for structures would be straight shaft piers drilled into bedrock. If traditional overlot grading techniques are employed, we believe that all of the structures will require a pier foundation system. The piers will likely be designed for an end bearing pressure in the range of 25,000 to 30,000 pounds per square foot (psf), a minimum dead load pressure in the range of 15,000 to 30,000 psf, and a side shear in the range of 2,500 to 3,000 psf. The side shear would be applied for that portion of the pier in undisturbed bedrock with the exception of the upper 12 feet of each pier beneath the grade beam or foundation wall. Pier lengths on the order of 34 to 40 feet below the surrounding ground surface with bedrock penetration from 9 to 16 feet can be anticipated.

## **FOOTINGS**

In areas of the site which are overexcavated and replaced with moisture treated fill, it is likely that a suitable foundation system for the residences would be spread footings or pad-type footings bearing on the moisture treated structural fill. The footings must be founded below frost depth. The footings will likely be designed for a maximum soil pressure ranging from 2,000 to 3,000 pounds per square foot (psf). A minimum dead load pressure on the order of 700 to 1,000 psf may be required.

## **LATERAL EARTH PRESSURES**

Foundation walls with fill on only one side will need to be designed for lateral earth pressures. For this site, lateral equivalent fluid densities on the order of 50 to 70 pounds per cubic foot should be anticipated.

## **INTERIOR FLOOR CONSTRUCTION**

If the site is developed using traditional overlot grading techniques, it is likely that all of the sites will be assessed with a high slab risk performance evaluation. If the site is developed using overexcavation and replacement with moisture treated fill, it is likely the sites will be assessed with a low or moderate slab risk performance evaluation. Slab-on-grade construction may be appropriate for full unfinished basement construction on sites with low or moderate evaluations. Structural floors are generally recommended on sites with higher evaluations and on any site where floor movement or cracking cannot be tolerated. If the risk tolerance for slab movement is zero, structural floors should be considered in all areas.



## **DRAIN SYSTEMS**

Due to the relatively impermeable nature of the soils encountered on the site, drain systems will be required around the lowest excavation level for each structure. Either interior or exterior drains may be used for most of the site. The drains must be led to a positive gravity outfall or sump. If an overall subdivision area drain is constructed, individual drains may be connected into this system. As discussed previously, the area drain may also intercept the water and lower the water table so that the residences are not as reliant on individual subsurface drainage systems.

## **BACKFILL AND SURFACE DRAINAGE**

Backfill should be moistened and compacted to reduce future settlement. The site grading should consider a slope of 10% away from the foundation at the completion of construction. All other drainage swales in landscaped areas on the lots should slope at a minimum of 2%.

## ***PRELIMINARY STREET PAVEMENT DESIGN***

Pavement design procedures are based on strength properties of the subgrade and pavement materials, the assumed design traffic conditions and Arapahoe County pavement regulations. Some of the subgrade materials encountered on this site are potentially expansive and may require additional precautions be taken to provide for adequate pavement performance. The pavement design procedures outlined address expansive subgrade materials primarily by modifying the subgrade materials in such a manner as to reduce the swell potential and then by attempting to minimize subgrade wetting after construction.

Based upon our laboratory testing and our experience in the area, it is anticipated that some of the natural, very stiff clay and any claystone subgrade materials encountered on this site can be expected to exhibit swell in excess of those allowed by Arapahoe County regulation. Therefore,

these subgrade soils will need to be moisture treated in order to reduce the potential swell of the subgrade. In order to mitigate this potential swell, we recommend that the roadway be overexcavated to a depth of at least 5 feet below the pavement subgrade elevation. The excavated material may be placed as moisture treated fill (see the Appendix) within the right-of-way. All fill placed within 5 feet of the subgrade elevation should be placed as moisture treated fill. Chemical treatment of the subgrade, or placement of additional base course, may be required dependent upon the results of the final pavement design report. The overexcavation should be performed during site grading prior to construction of utilities within the right-of-way. Overexcavation should cover the area a minimum of 1 foot beyond the back of sidewalk (for attached sidewalk areas) or back of curb (for detached sidewalks).

Based upon our preliminary analysis, it appears the proposed subgrade materials will likely be the overburden clay, claystone, or fill constructed from these materials. According to AASHTO, these materials classify as A-7-6 soil with group indices ranging from 30 to 41.

Based upon the anticipated subgrade soil classifications, we have estimated the subgrade strength in order to determine the preliminary pavement thicknesses. Based upon the nature of the development, we believe the roadways will be classified as Local Streets and Alleys/Residential with an EDLA of 10. For this site, this results in a design ESAL of 73,000. Based on this information and utilizing thickness as determined from the pavement design regulations by Arapahoe County, the alternatives presented below were calculated.

#### **PAVEMENT ALTERNATIVES FOR INTERIOR STREETS**

<b>Traffic Category</b>	<b>HBP</b>	<b>HBP/ABC</b>
Residential	8.0" to 9.0"	5.0" to 6.0" / 10.0" to 13.0"

HBP = Hot Bituminous Pavement

ABC = Aggregate Base Course

A design life of 20 years was assumed. It should be emphasized that the design alternatives provided above are preliminary. The final design thickness could be more or less than indicated.

Proper surface and subsurface drainage is essential for adequate performance of pavements constructed on these types of subgrade materials. It has been our experience water from landscaped areas will infiltrate pavement subgrade soils and result in loss of subgrade integrity followed by pavement damage. Therefore, provisions should be made to maintain adequate drainage and/or contain runoff from such areas. This is especially important since composite pavement sections which include base course tend to promote further subgrade moisture infiltration and damage. In addition, water and irrigation lines should be thoroughly pressure tested for leaks prior to placement of pavement materials.

**It must be reiterated that the information contained in this section is preliminary in nature. More detailed information will be required by Arapahoe County prior to issuance of a paving permit. Therefore, when overlot grading is complete at the site, a final pavement evaluation must be performed.**

### ***FINAL DESIGN CONSULTATION AND CONSTRUCTION OBSERVATION***

This report has been prepared for the exclusive use of Meritage Homes of Colorado, Inc. for the purpose of providing geotechnical criteria for the proposed project. The data gathered and the conclusions and recommendations presented herein are based upon the consideration of many factors including, but not limited to, the type of structures proposed, the configuration of the structures, the proposed usage of the site, the configuration of surrounding structures, the geologic setting, the materials encountered, and the level of risk acceptable to the client.

Therefore, the conclusions and recommendations contained in this report shall not be considered valid for use by others unless accompanied by written authorization from A. G. Wassenaar, Inc.

It is recommended that A. G. Wassenaar, Inc. be retained to provide general review of the final design and specifications in order that the recommendations presented may be properly interpreted and implemented. Our firm should also be retained to provide geotechnical engineering and material testing services during construction of the site grading, utilities, and drainage features. The purpose is to observe the construction with respect to the geotechnical design concepts, specifications or recommendations, and to facilitate design changes in the event that subsurface conditions differ from those anticipated prior to start of construction. It is also recommended that our firm be retained to perform a final foundation design report for each structure in the development after site grading is complete.

### ***GEOTECHNICAL RISK***

The concept of risk is an important aspect of any geotechnical evaluation. The primary reason for this is that the analytical methods used to develop geotechnical recommendations do not comprise an exact science. The analytical tools which geotechnical engineers use are generally empirical and must be tempered by engineering judgment and experience. Therefore, the solutions or recommendations presented in any geotechnical evaluation should not be considered risk-free and, more importantly, are not a guarantee that the interaction between the soils and the proposed structure will perform as desired or intended. What the engineering recommendations presented in the preceding sections do constitute is our best estimate, based on the information generated during this and previous evaluations and our experience in working with these

conditions. The Developer, Builder, and future Owner must understand this concept of risk, as it is they who must decide what is an acceptable level of risk for the proposed development of the site.

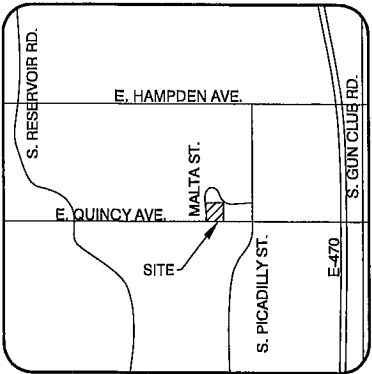
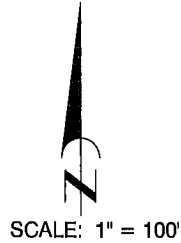
## ***LIMITATIONS***

The professional judgments expressed in this report meet the standard care of our profession. The test borings drilled for this study were spaced to obtain a reasonably accurate picture of underground conditions for design purposes. Variations frequently occur from these conditions which are not indicated by the test borings. These variations are sometimes sufficient to necessitate modifications in the designs. If unexpected subsoil conditions are observed during site development, we should be notified to review our recommendations.

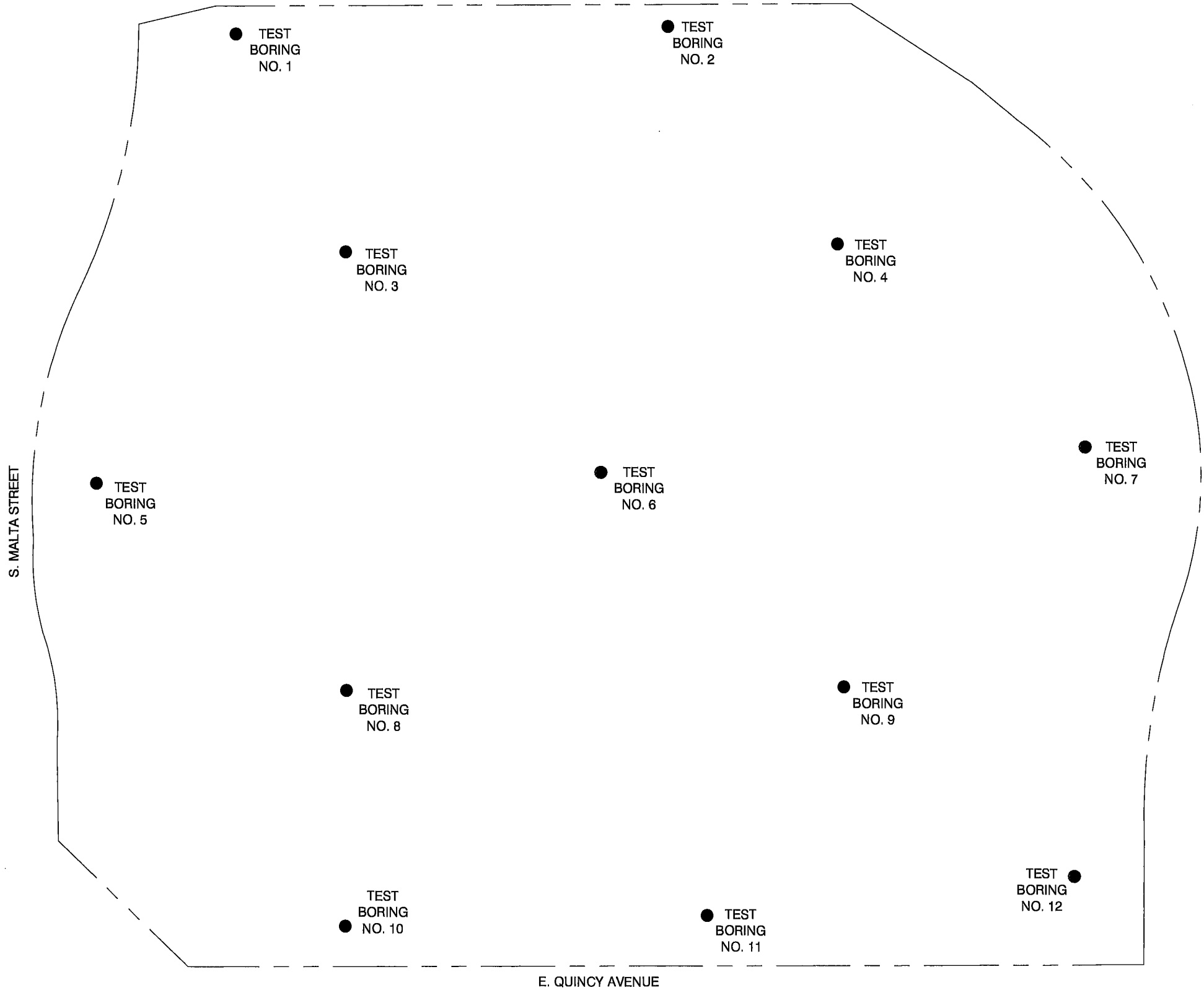
Our scope of services for this project did not include any research, testing, or assessment relative to past or present contamination of the site by any source. If such contamination were present, it is likely that the exploration and testing conducted for this report would not reveal its existence. If the Owner is concerned about the potential for such contamination, additional studies should be undertaken. We are available to discuss the scope of such studies with you.

Our scope of services for this project did not include a local or global geological risk assessment. Therefore, issues such as mine subsidence, slope stability, active faults, etc. were not researched or addressed as part of this study. If the Owner is concerned about these issues, we are available to discuss the scope of such studies upon your request.

SADDLE ROCK HIGHLANDS, FILING 3 (TALLGRASS)  
ARAPAHOE COUNTY, COLORADO



VICINITY MAP  
NOT TO SCALE



NOTE: ALL LOCATIONS ARE APPROXIMATE

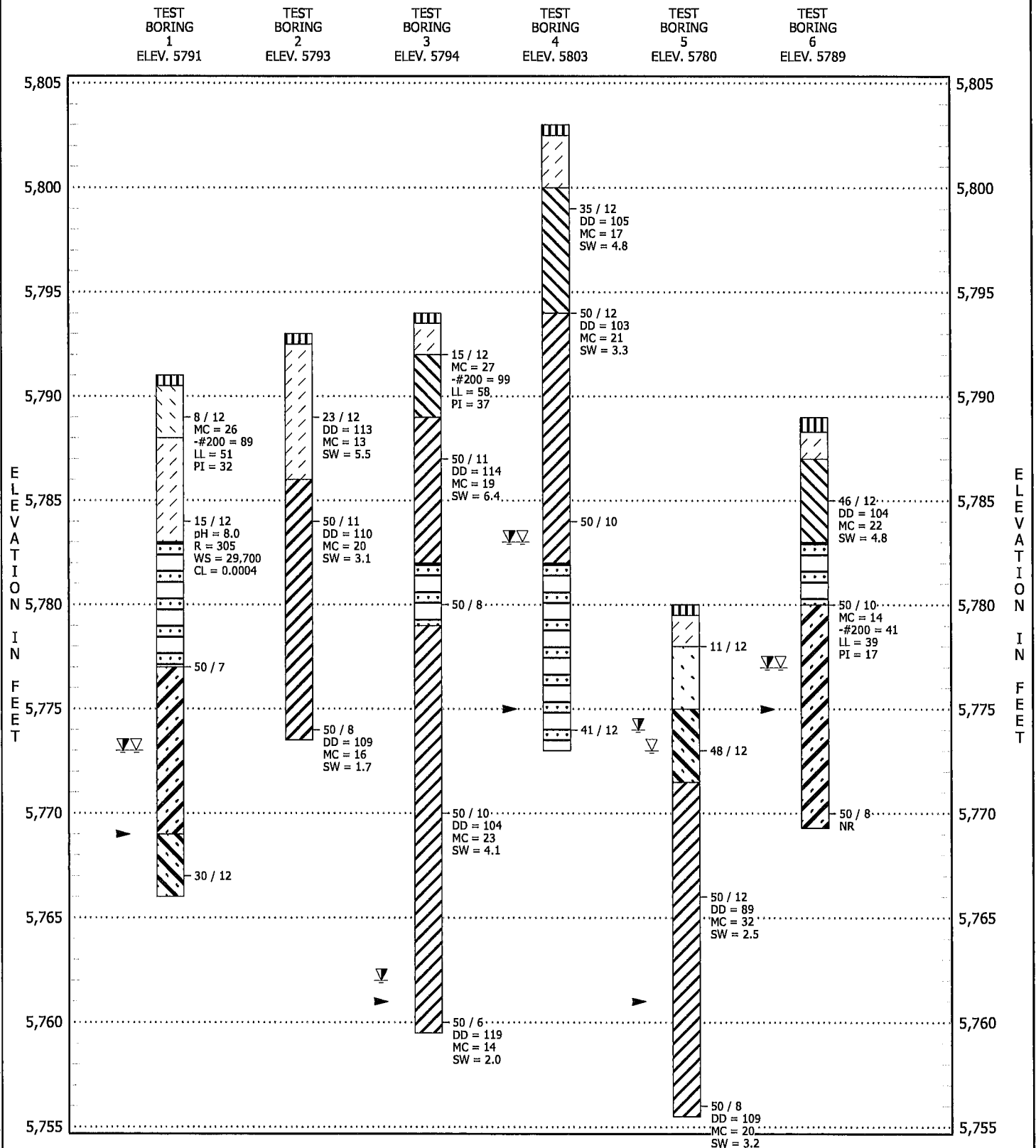
<b>A.G. Wassenaar</b> Geotechnical and Environmental Consultants <b>Inc.</b>	
SITE PLAN AND VICINITY MAP	PROJECT NO. 161421 FIGURE 1

**CLIENT** Meritage Homes of Colorado, Inc.

**PROJECT NAME** Saddle Rock Highlands, Filing 3

**PROJECT NUMBER** 161421

**PROJECT LOCATION** Arapahoe County, Colorado



SEE FIGURE 4 FOR LEGEND AND NOTES TO TEST BORINGS

TEST BORING LOGS

FIGURE 2

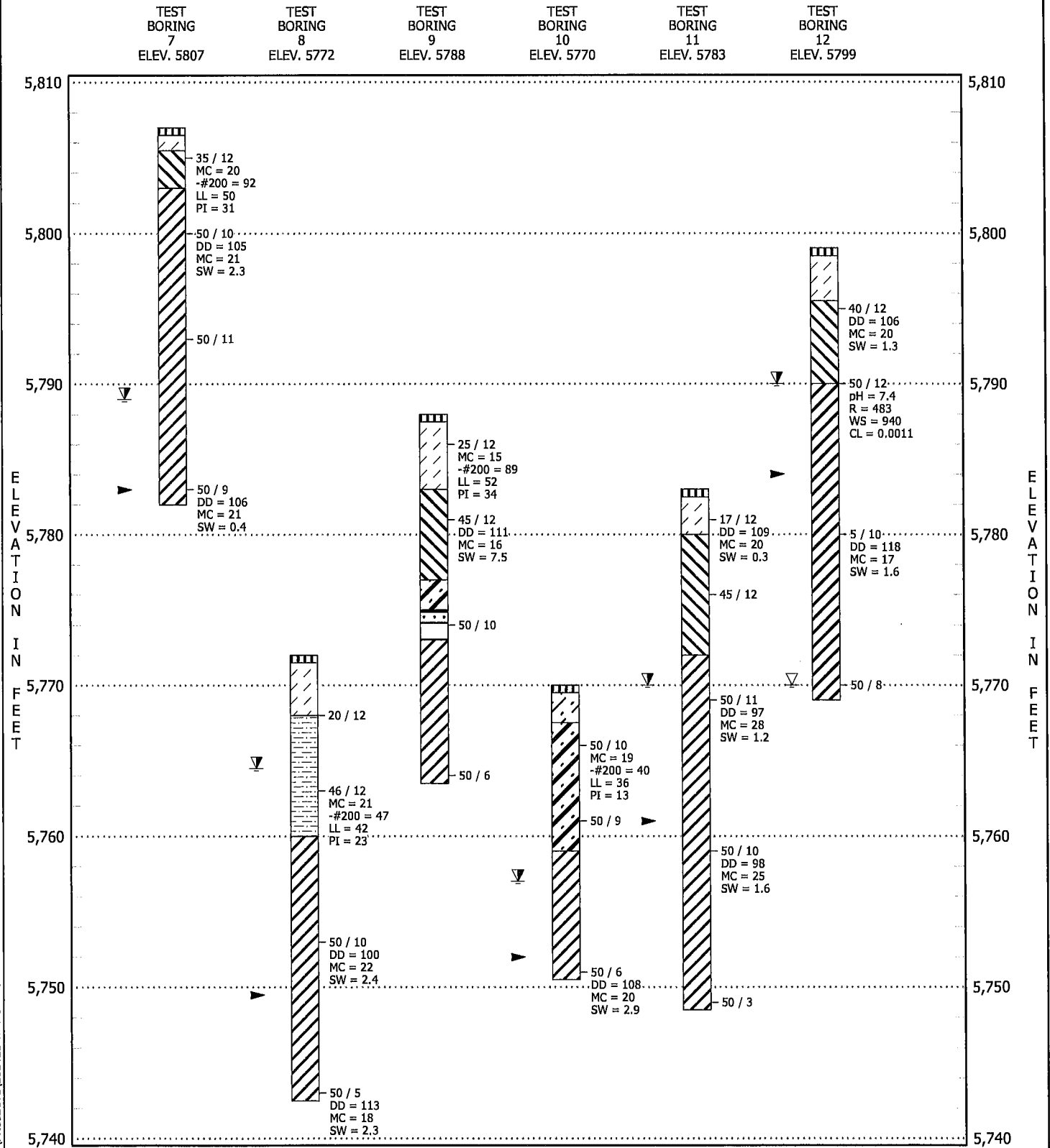


**CLIENT** Meritage Homes of Colorado, Inc.

**PROJECT NAME** Saddle Rock Highlands, Filing 3

**PROJECT NUMBER** 161421

**PROJECT LOCATION** Arapahoe County, Colorado



SEE FIGURE 4 FOR LEGEND AND NOTES TO TEST BORINGS

TEST BORING LOGS

FIGURE 3

**CLIENT** Meritage Homes of Colorado, Inc.

**PROJECT NAME** Saddle Rock Highlands, Filing 3

**PROJECT NUMBER** 161421

**PROJECT LOCATION** Arapahoe County, Colorado

## SOIL DESCRIPTIONS



Topsoil, clay, sandy, organic



Clay, medium stiff



Clay, stiff to very stiff



Sand, medium dense, silty



Sand, medium dense, silty, clayey



Claystone (Bedrock), firm to medium hard



Claystone (Bedrock), hard to very hard



Sandstone (Bedrock), firm to medium hard



Sandstone (Bedrock), hard to very hard



Claystone/Sandstone (Bedrock), interbedded, weathered to medium hard



Claystone/Sandstone (Bedrock), interbedded, hard to very hard

## ABBREVIATIONS

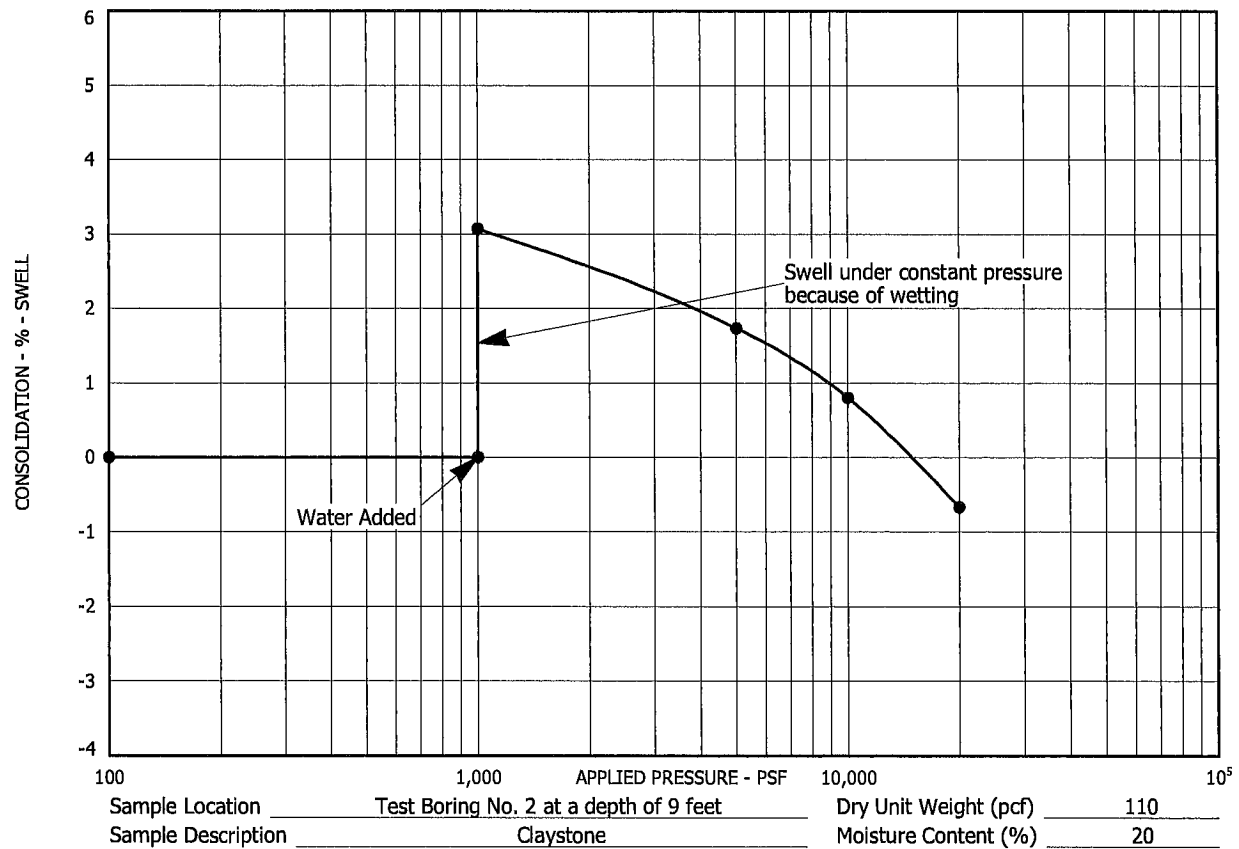
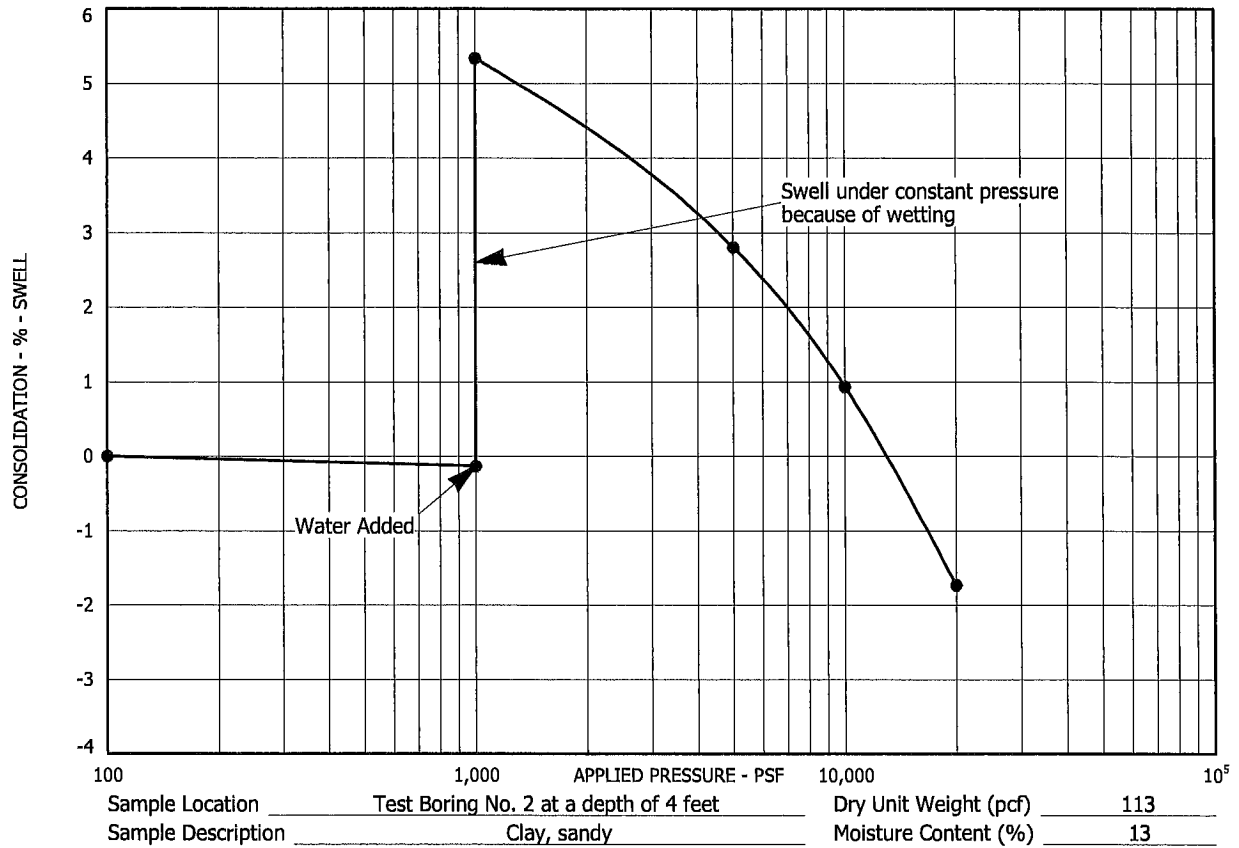
DD	Dry density of sample in pounds per cubic foot (pcf)
MC	Moisture content as a percentage of dry weight of soil (%)
SW	Percent swell under a surcharge of 1000 pounds per square foot (psf) upon wetting (%)
COM	Percent compression under a surcharge of 1000 pounds per square foot (psf) upon wetting (%)
UC	Unconfined compressive strength in pounds per square foot (psf)
-#200	Percent passing the Number 200 sieve (%)
LL	Liquid Limit
PI	Plasticity Index
NP	Non-Plastic
NV	No Value
pH	Acidity or alkalinity of sample in pH units
R	Resistivity in ohms.cm
WS	Water soluble sulfates in parts per million (ppm)
CL	Chlorides in percent (%)
x/y	X blows of a 140-pound hammer falling 30 inches were required to drive a 2.5-inch outside diameter sampler Y inches
x/y SS	X blows of a 140-pound hammer falling 30 inches were required to drive a 2.0-inch outside diameter sampler Y inches
C-x	Depth of cut to grade (rounded to the nearest foot)
F-x	Depth of fill to grade (rounded to the nearest foot)
FG	Finished grade (rounded to the nearest foot)
NR	No sample recovered
Bounce	Sampler bounced during driving
B	Bulk sample.
AS	Auger sample
	Well to very well cemented layer
	Depth at which practical drilling refusal was encountered
	Water level at time of drilling
	Caved depth at time of drilling
	Water level 3 days after drilling
	Caved depth 3 days after drilling

### Notes:

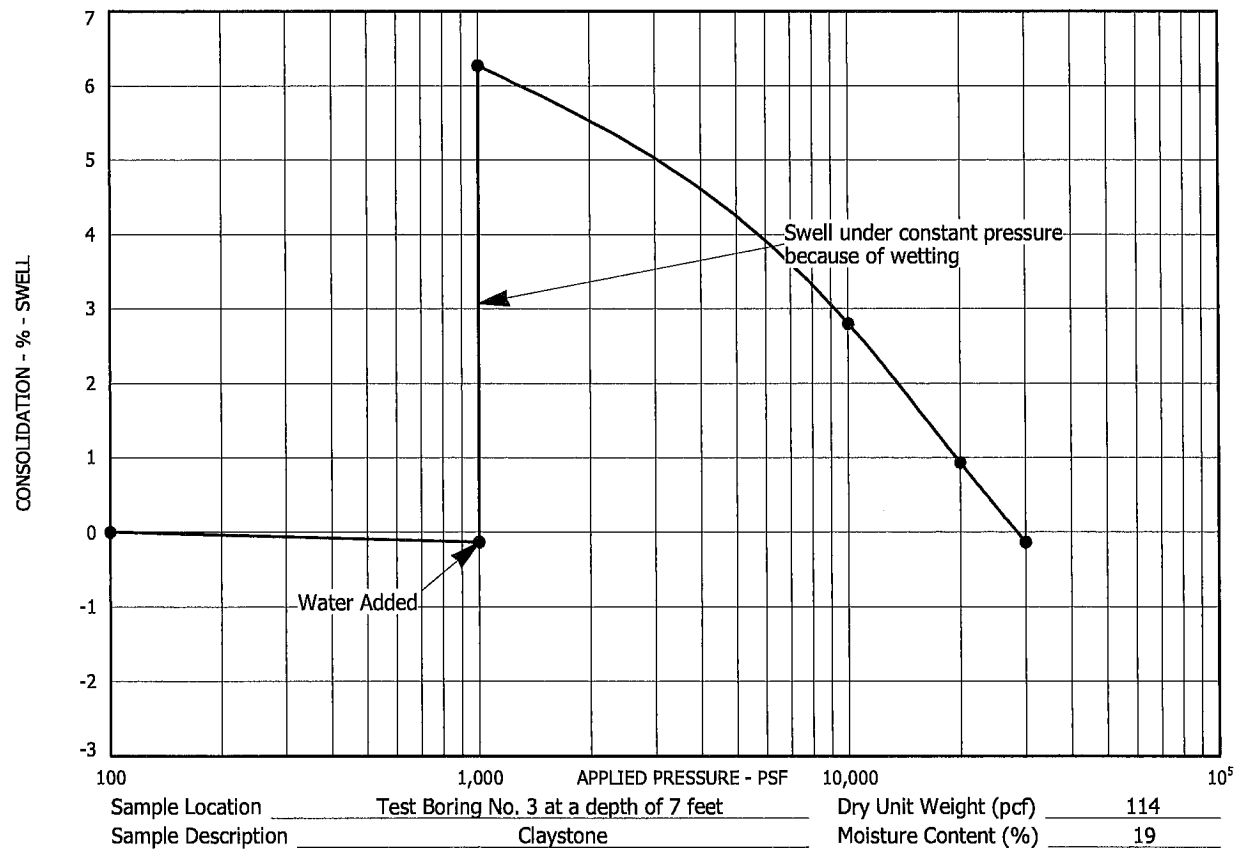
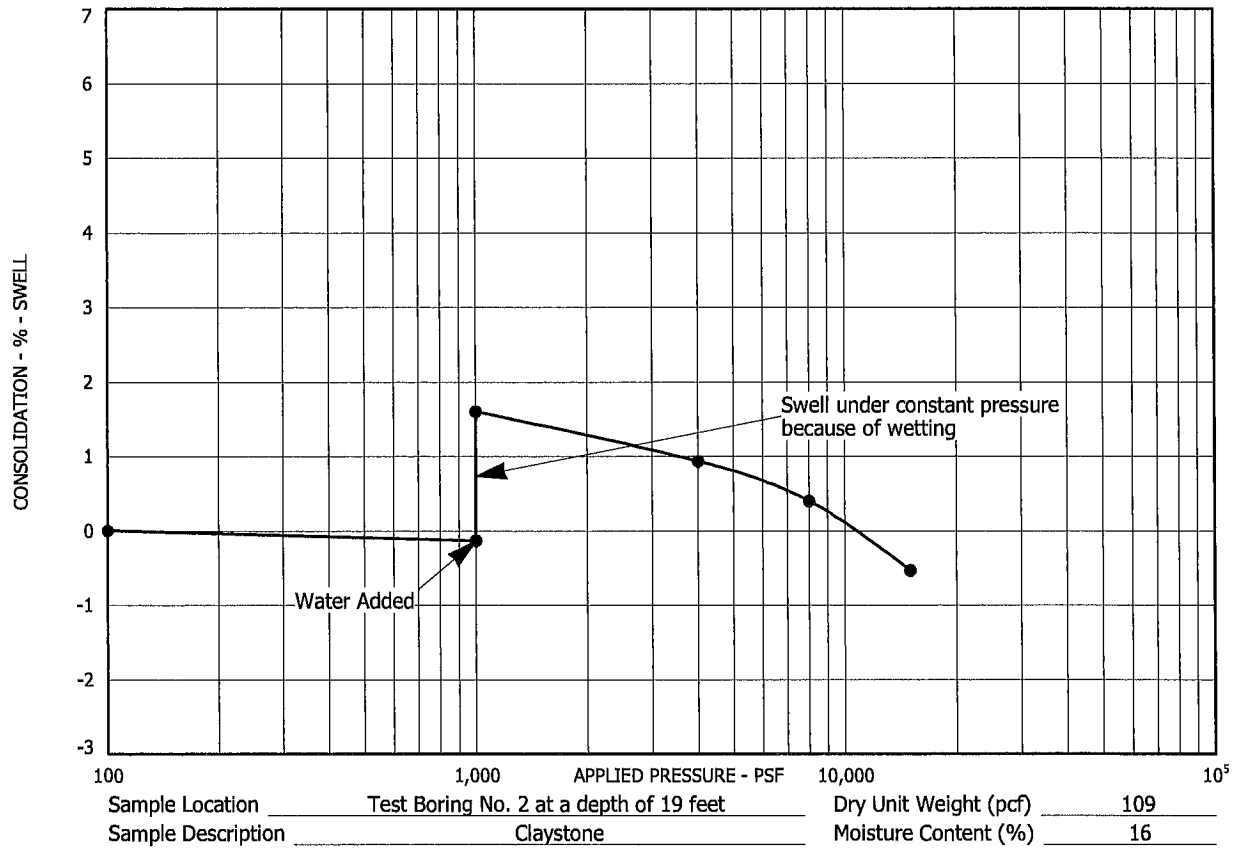
1. Test borings were drilled April 26, 2016 with a 4-inch diameter, continuous flight power auger.
2. Location of the test borings were staked by others at locations chosen by this firm.
3. The horizontal lines shown on the logs are to differentiate materials and represent the approximate boundaries between materials. The transitions between materials may be gradual.
4. Elevations are approximate and refer to the topographic site plan.
5. Boring logs shown in this report are subject to the limitations, explanations, and conclusions of this report.

## LEGEND AND NOTES

FIGURE 4

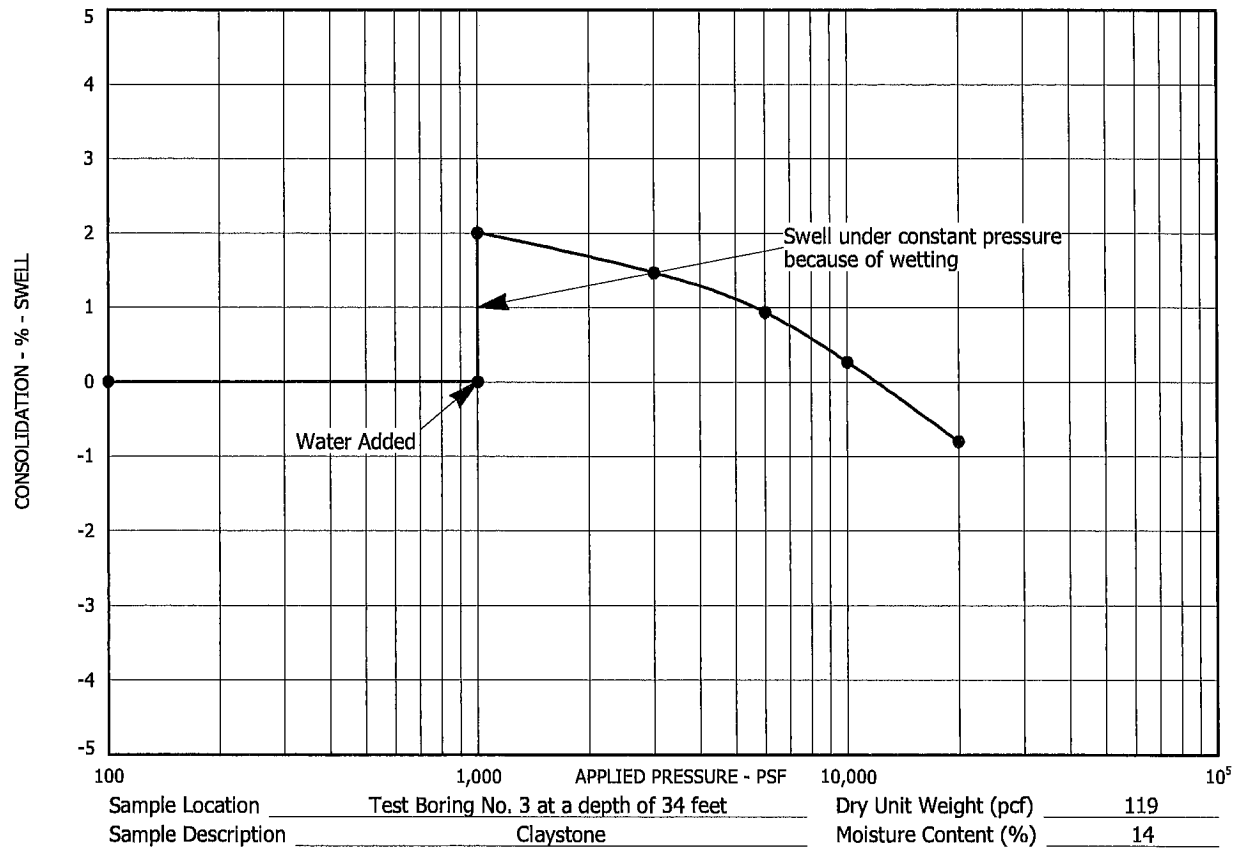
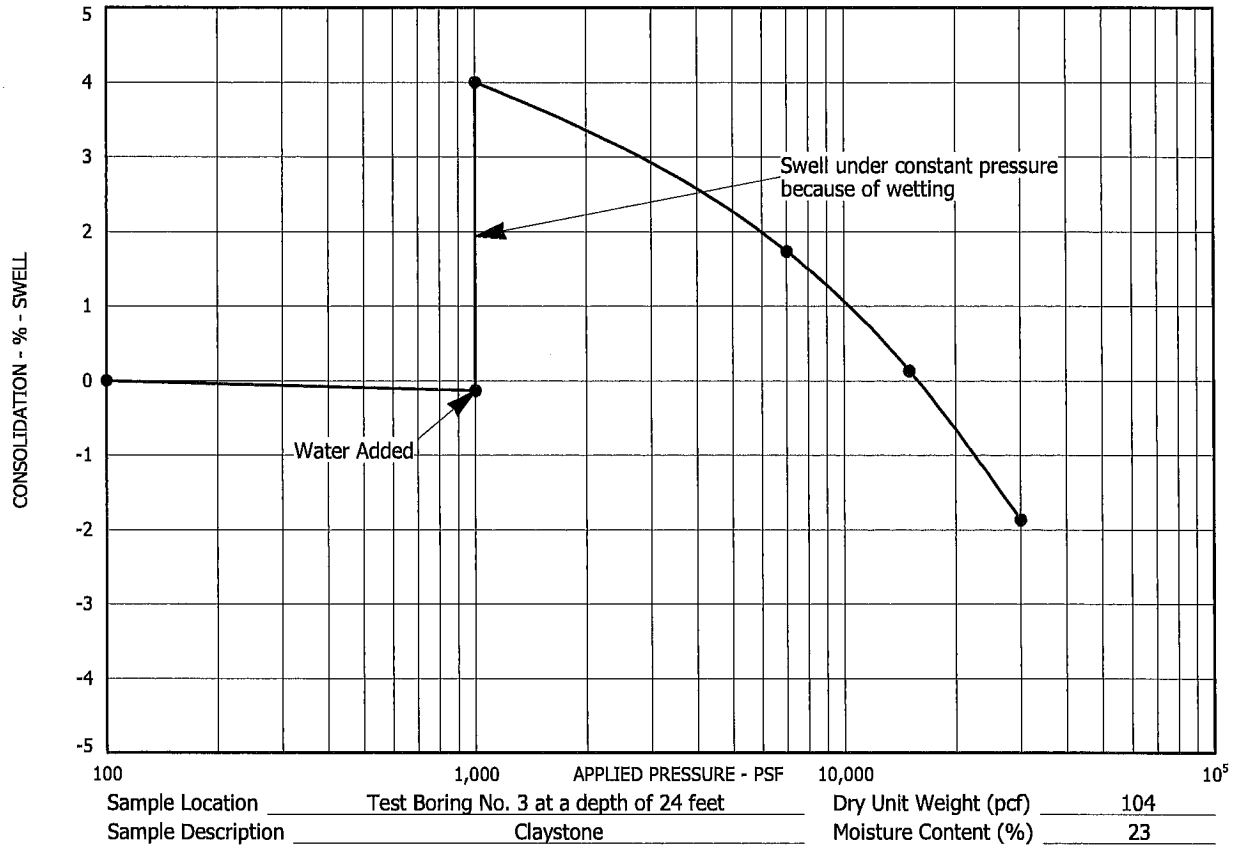


SWELL - CONSOLIDATION TEST RESULTS  
FIGURE 5



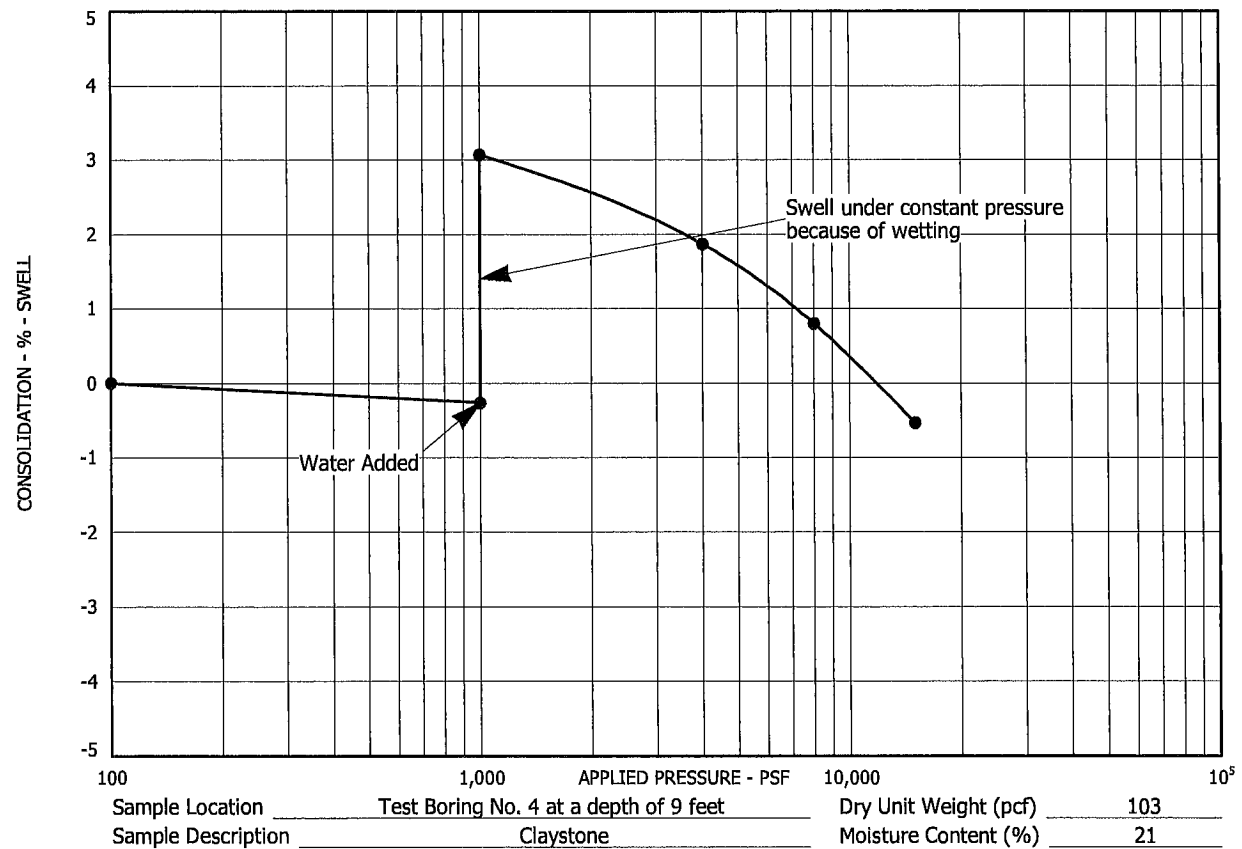
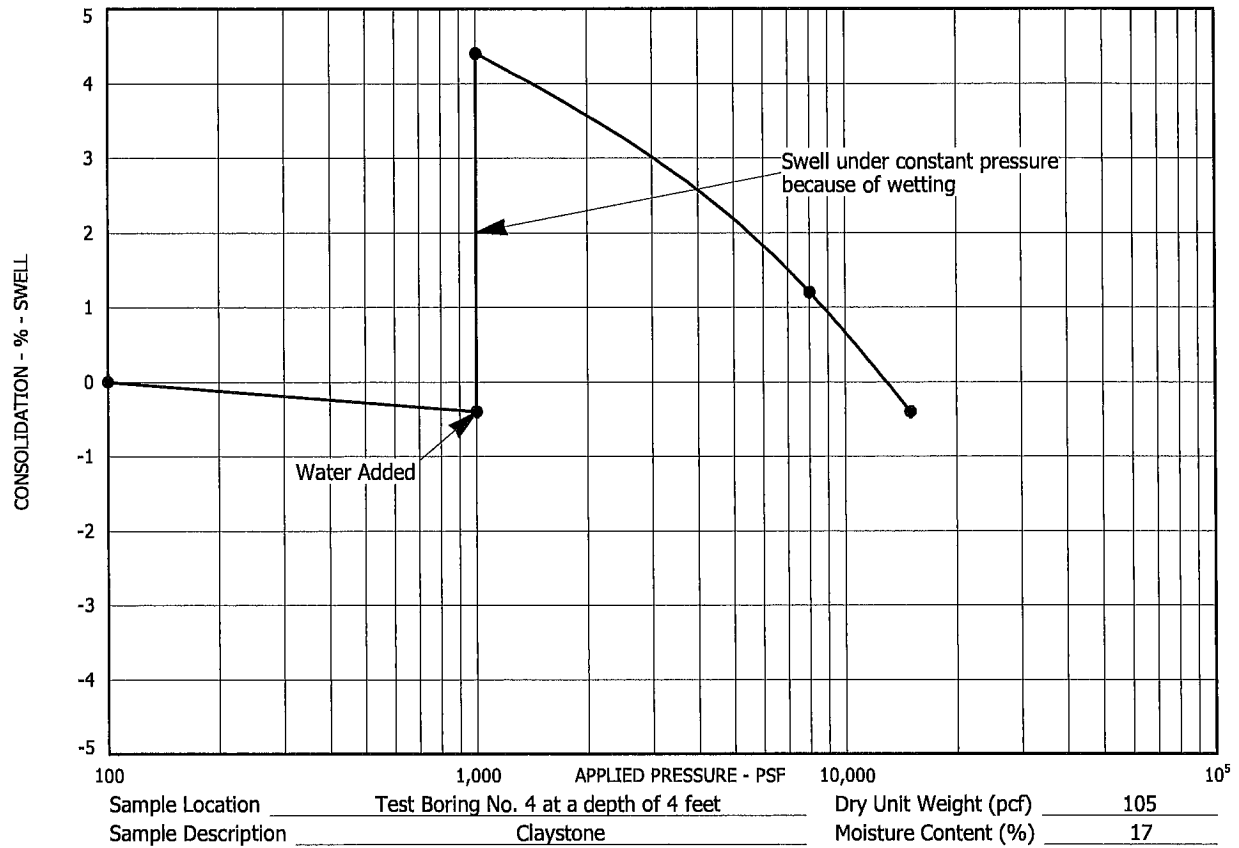
**SWELL - CONSOLIDATION TEST RESULTS**

FIGURE 6

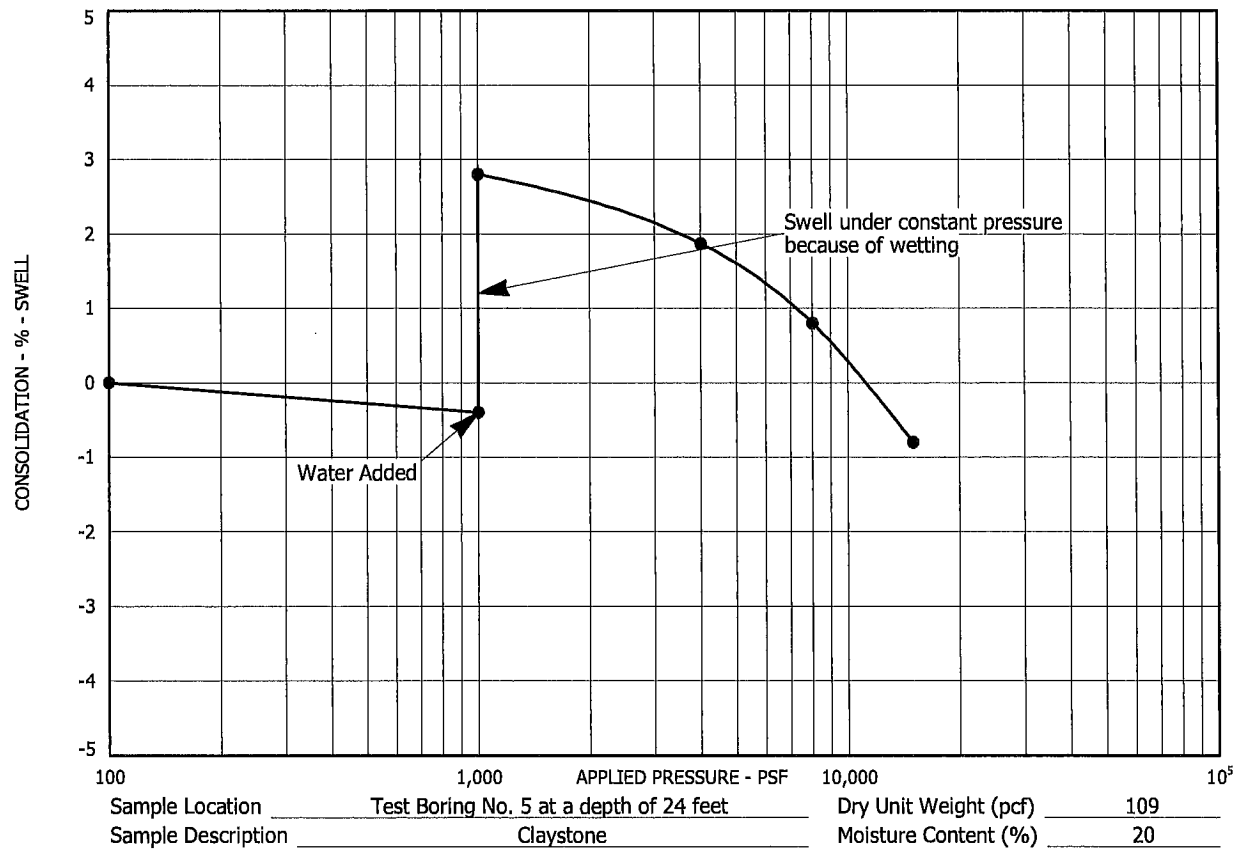
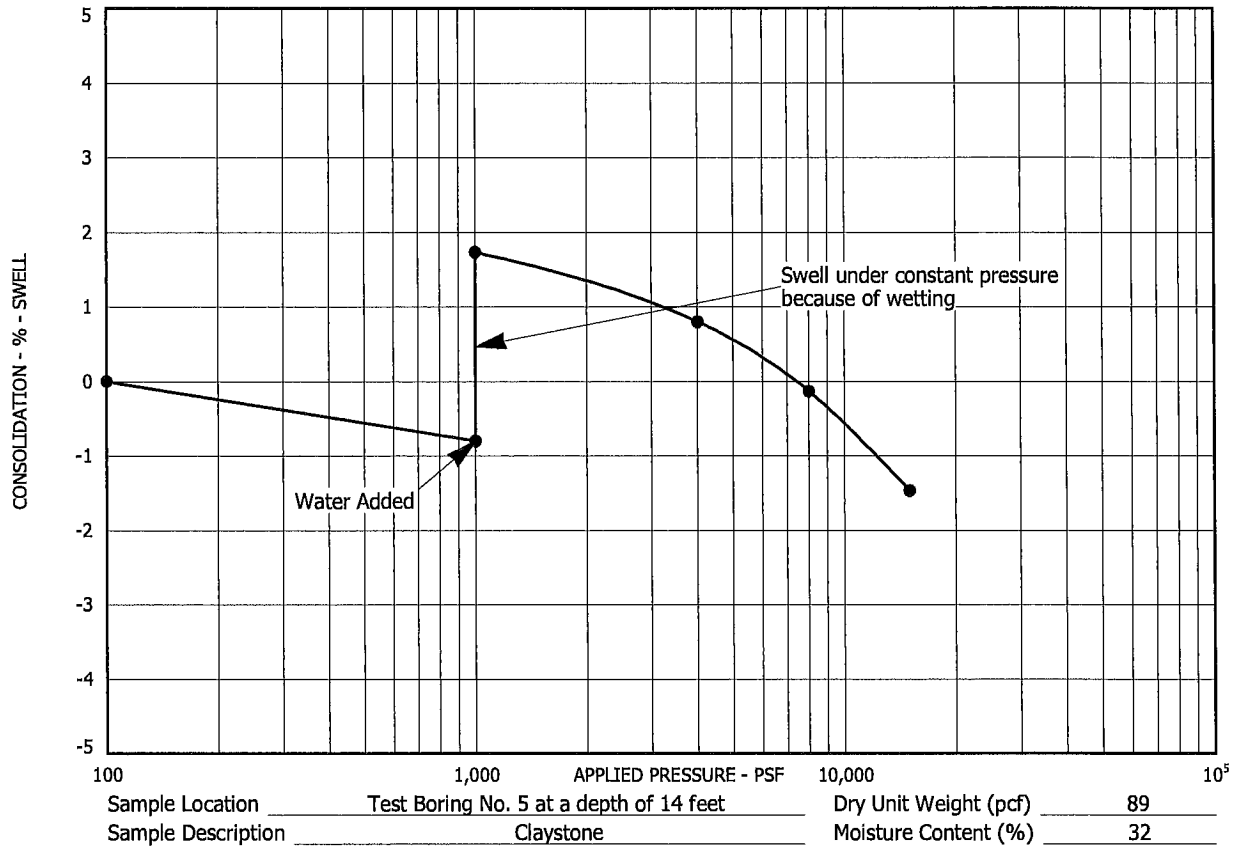


**SWELL - CONSOLIDATION TEST RESULTS**

**FIGURE 7**



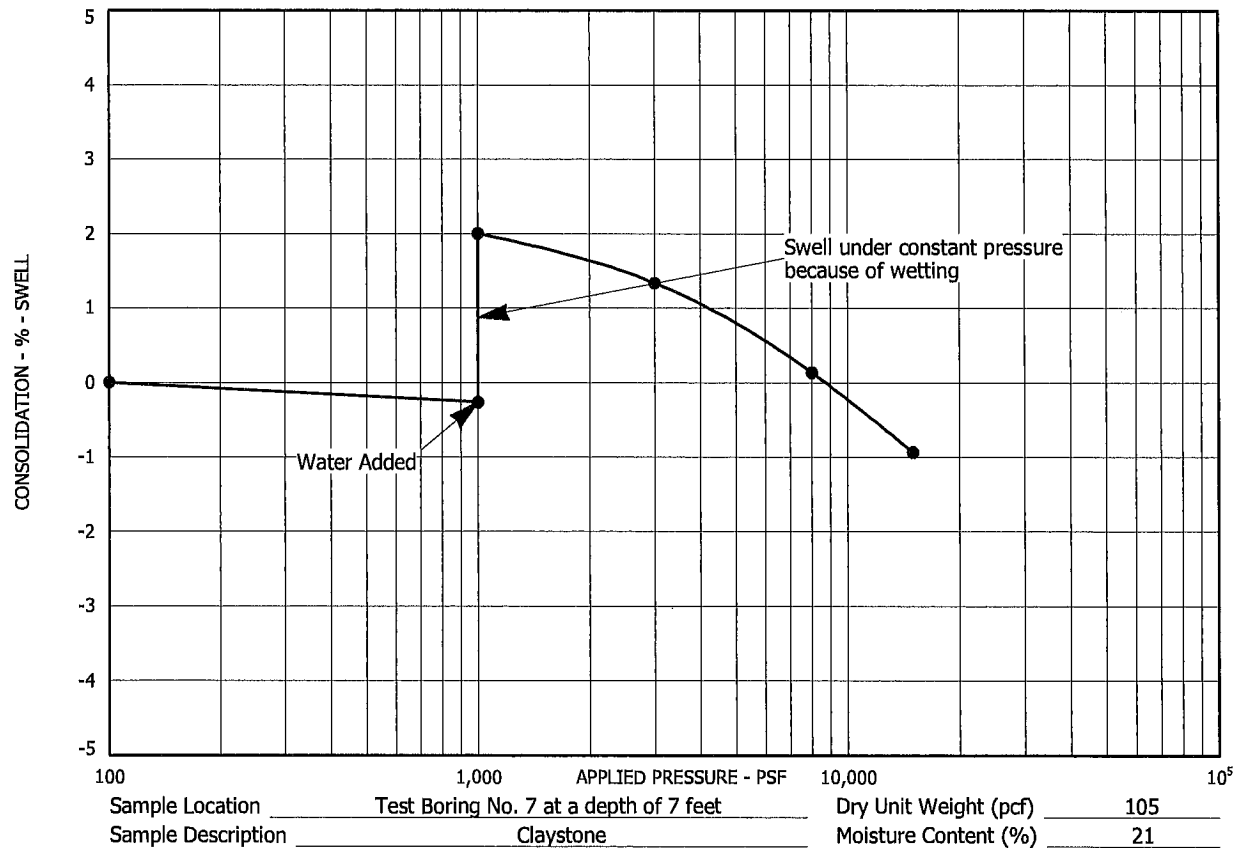
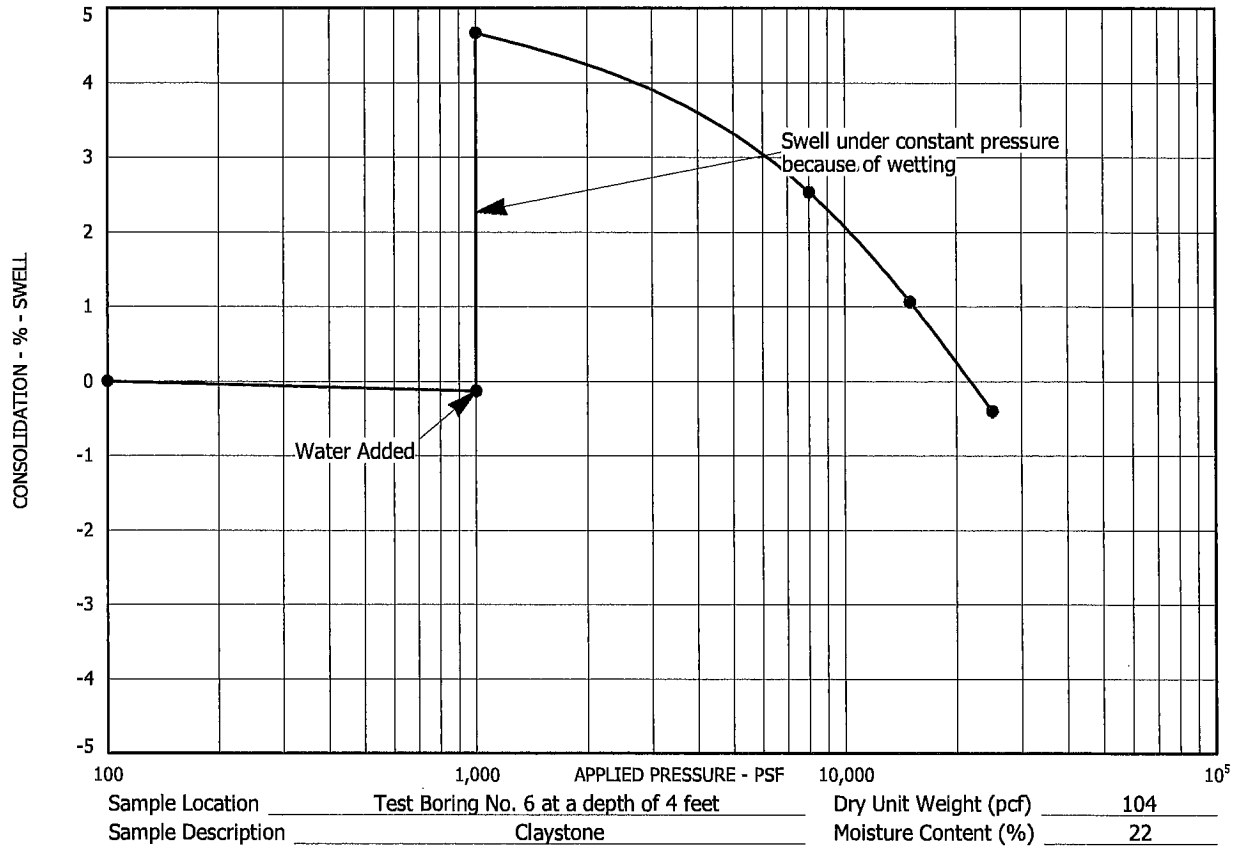
**SWELL - CONSOLIDATION TEST RESULTS**  
FIGURE 8



**SWELL - CONSOLIDATION TEST RESULTS**

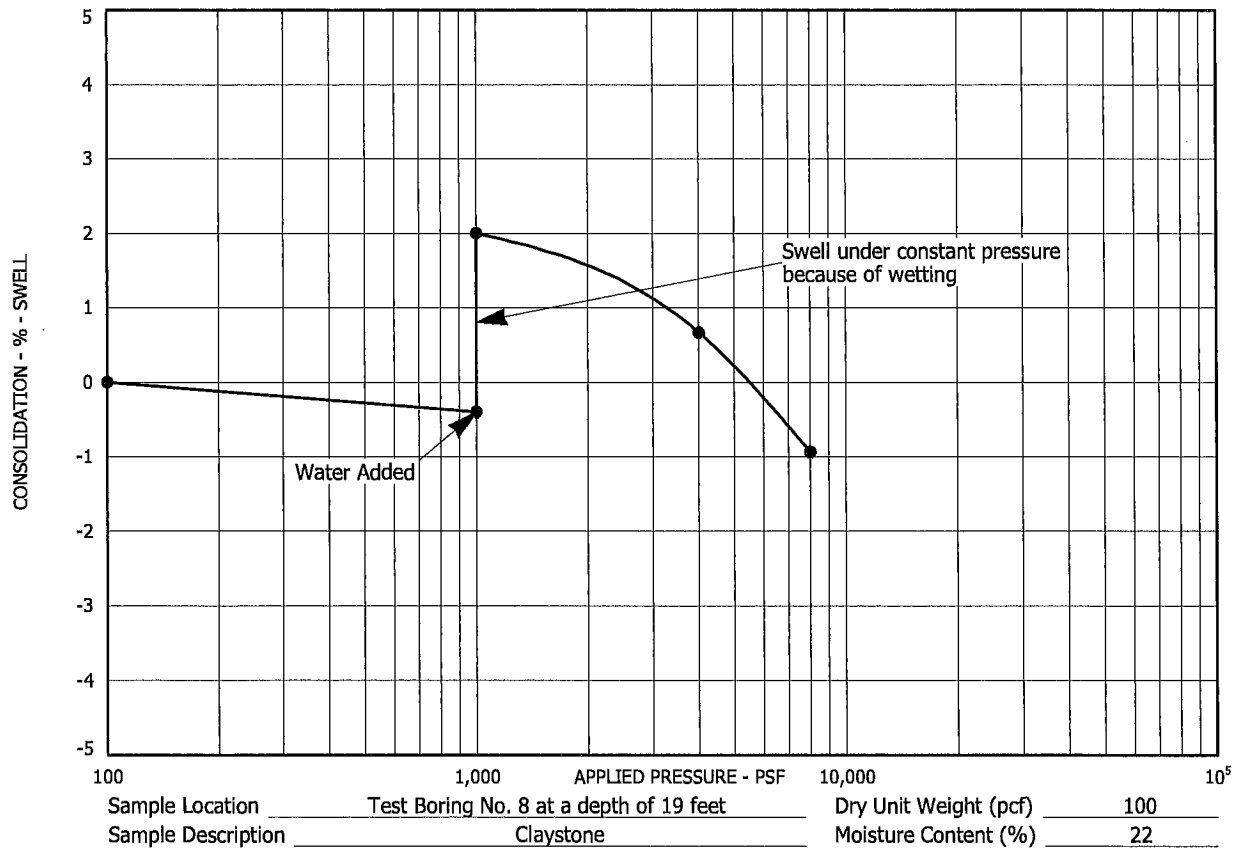
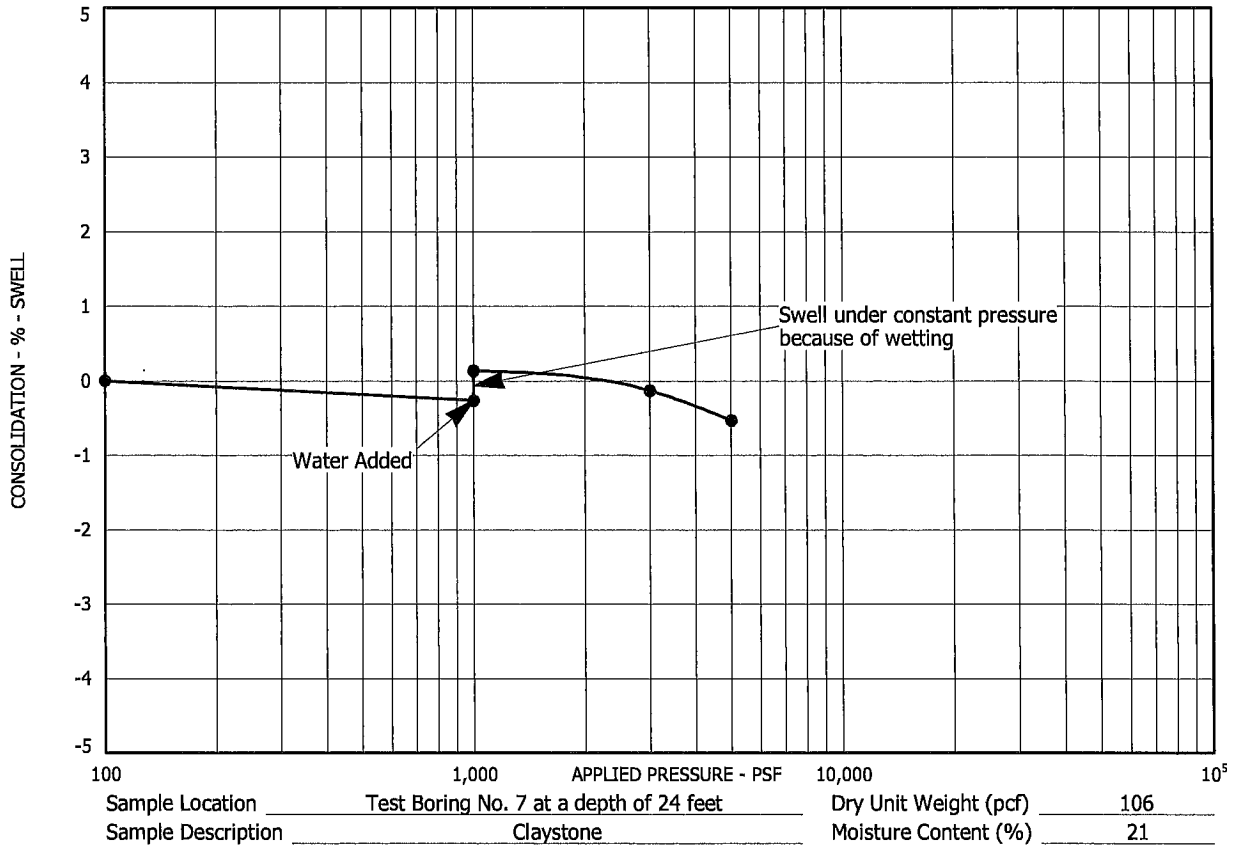
**FIGURE 9**





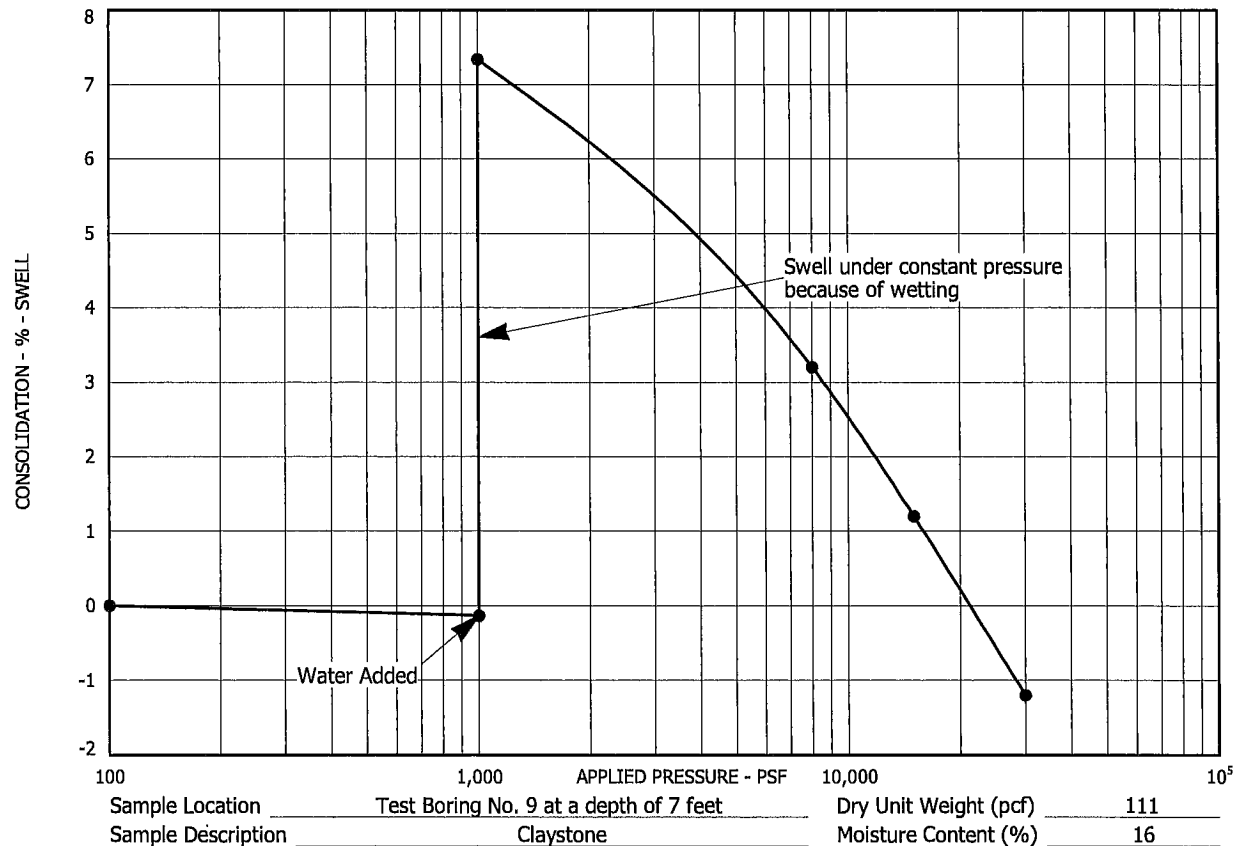
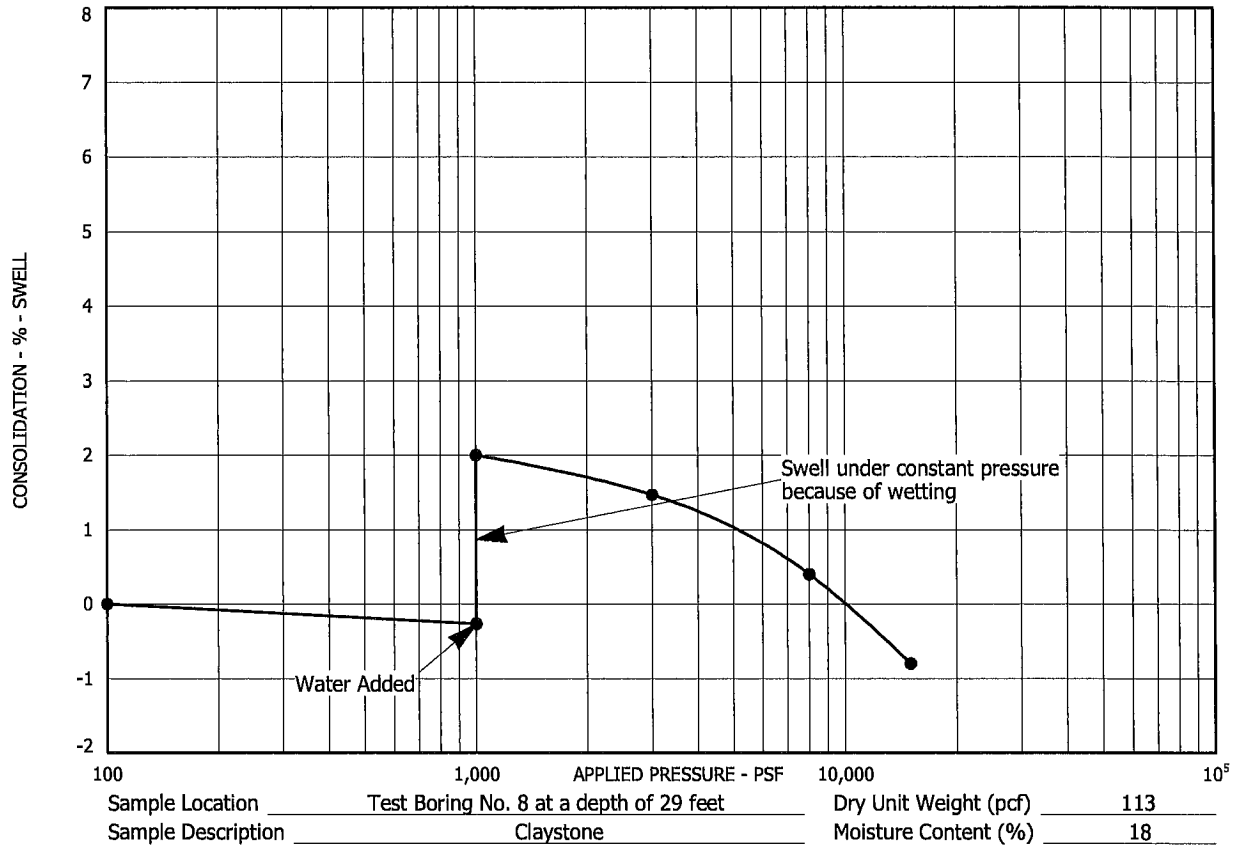
**SWELL - CONSOLIDATION TEST RESULTS**

FIGURE 10



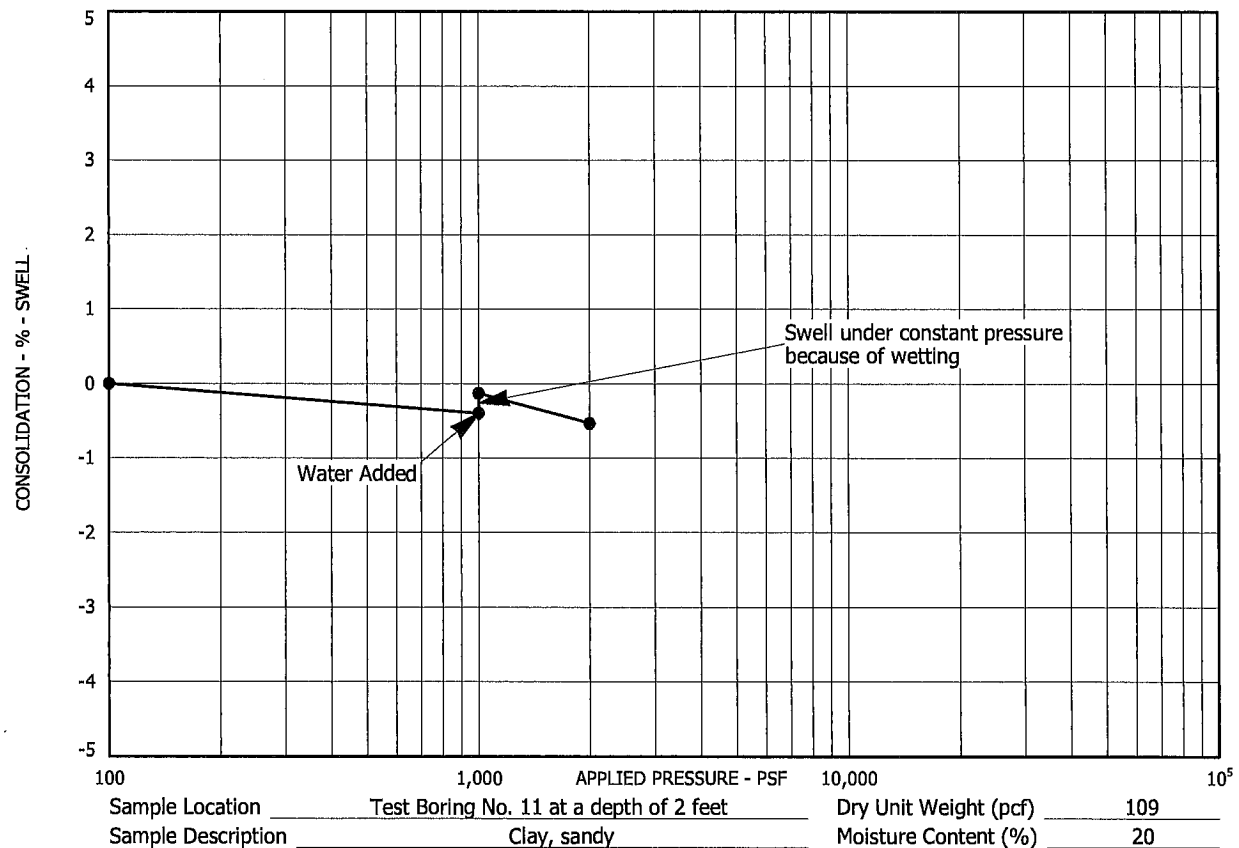
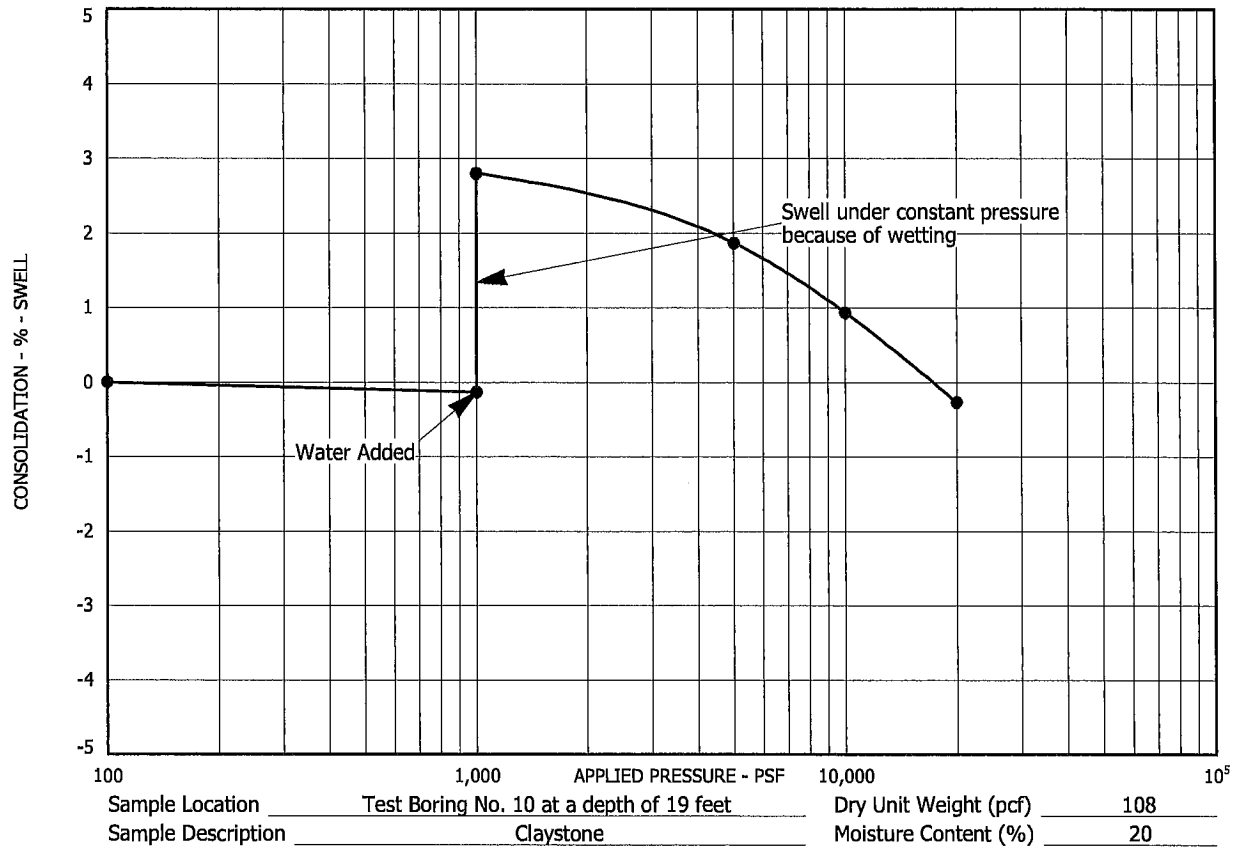
**SWELL - CONSOLIDATION TEST RESULTS**

FIGURE 11



**SWELL - CONSOLIDATION TEST RESULTS**

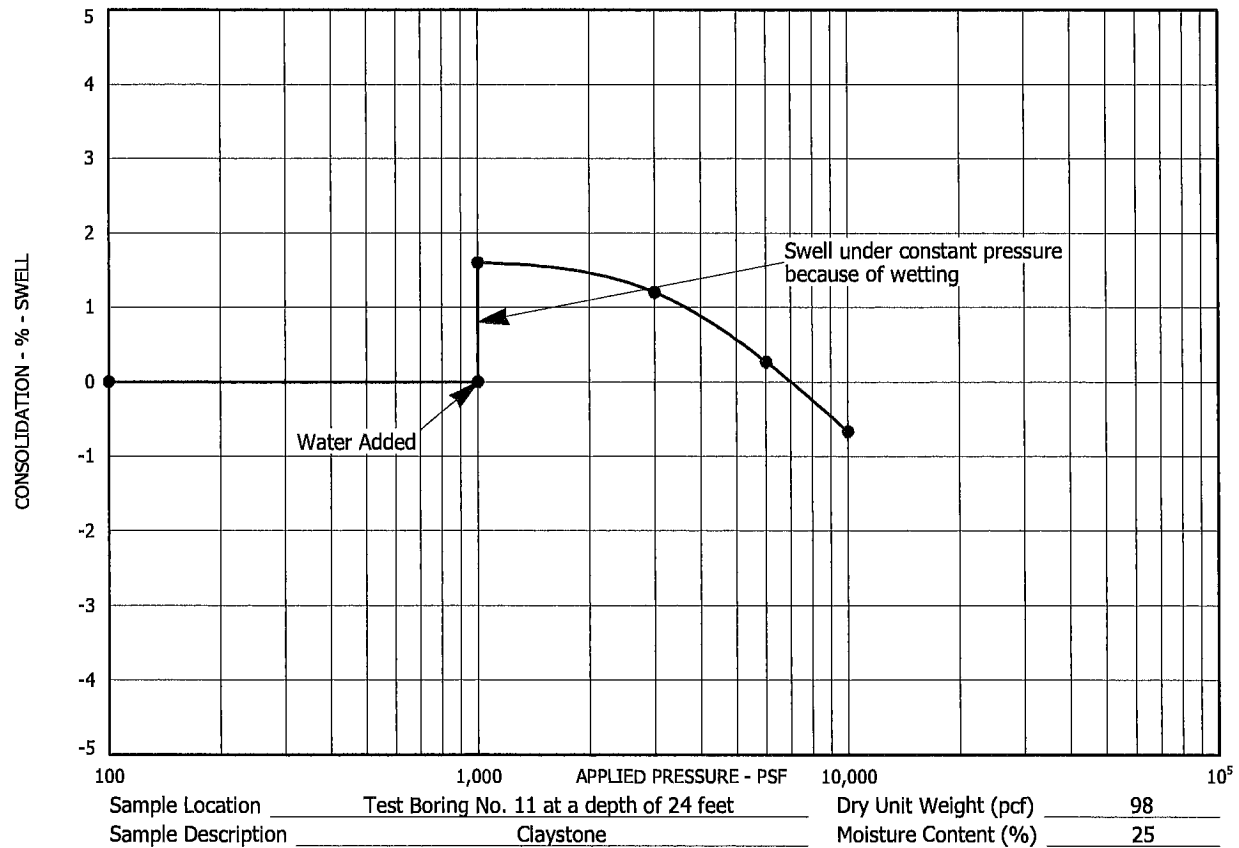
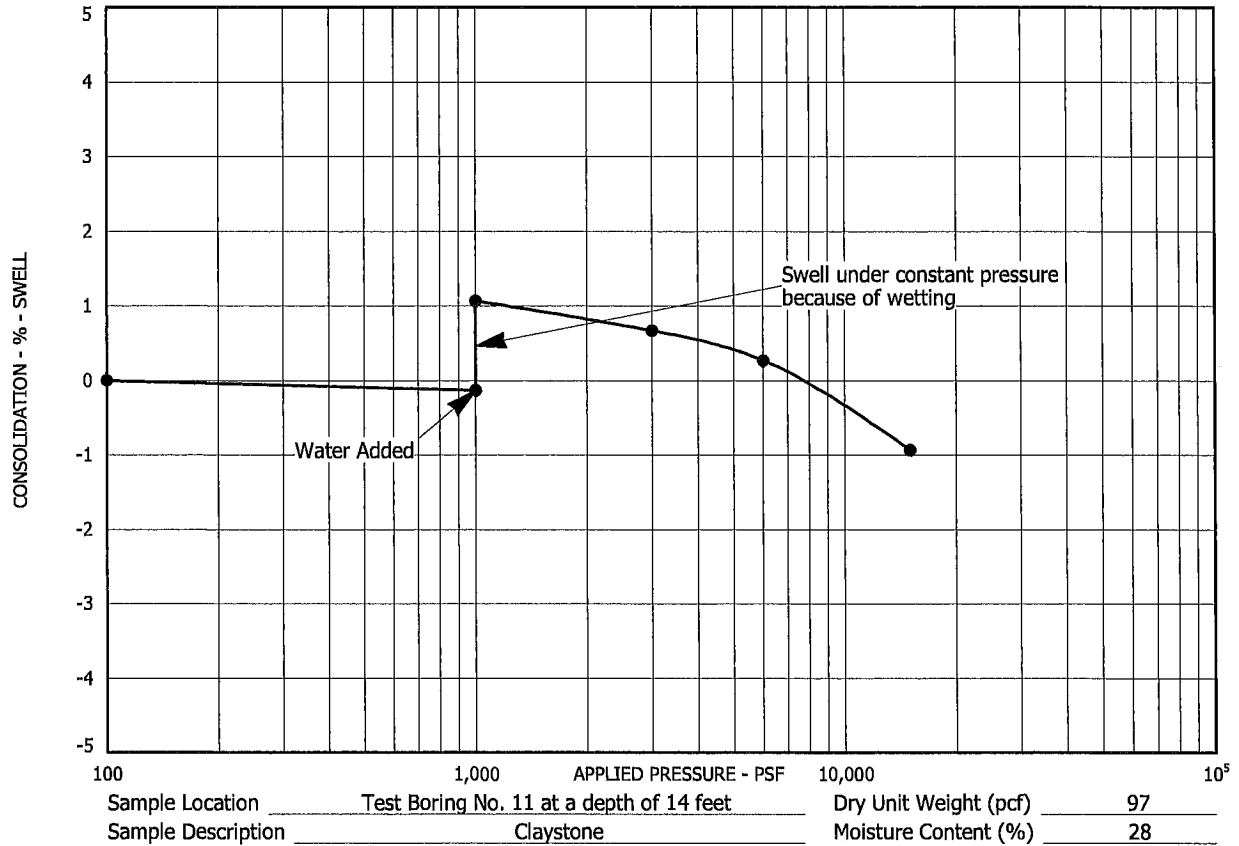
FIGURE 12



**SWELL - CONSOLIDATION TEST RESULTS**

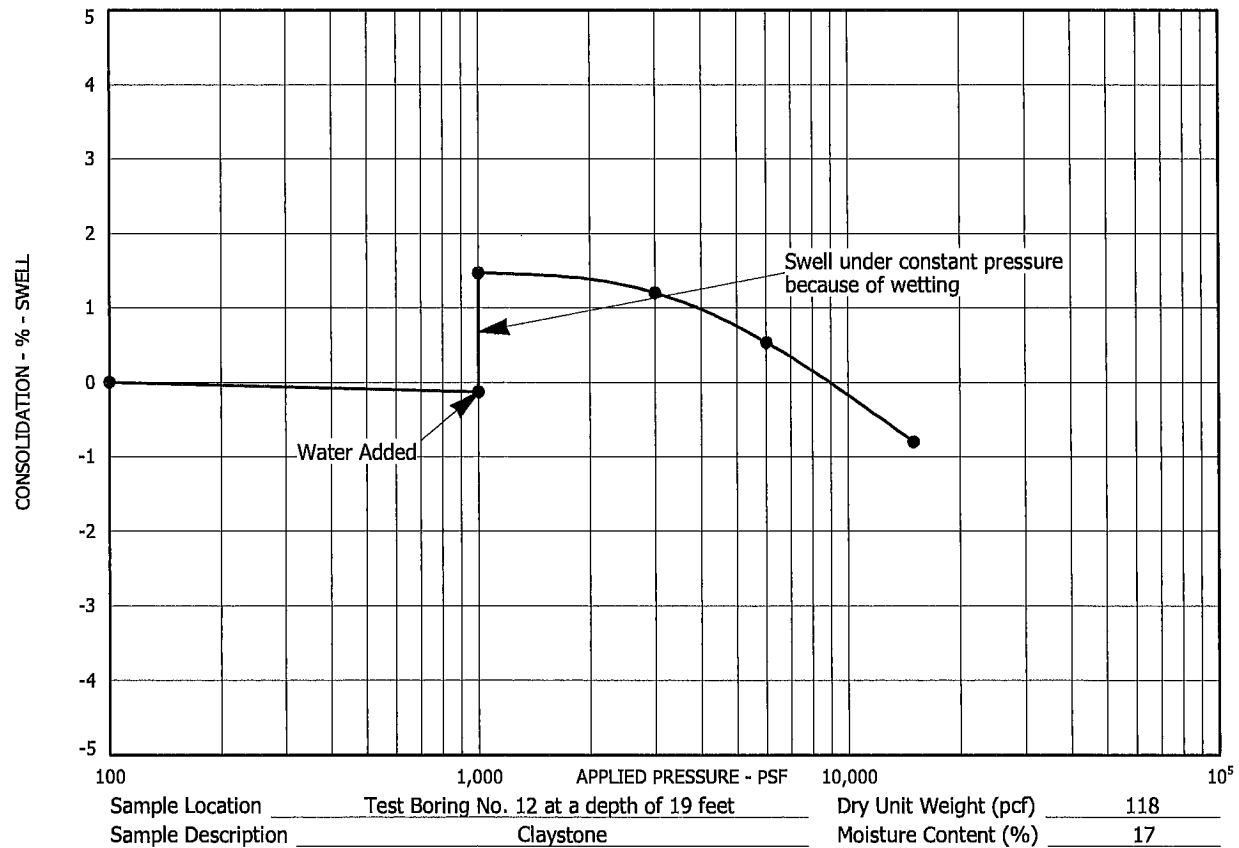
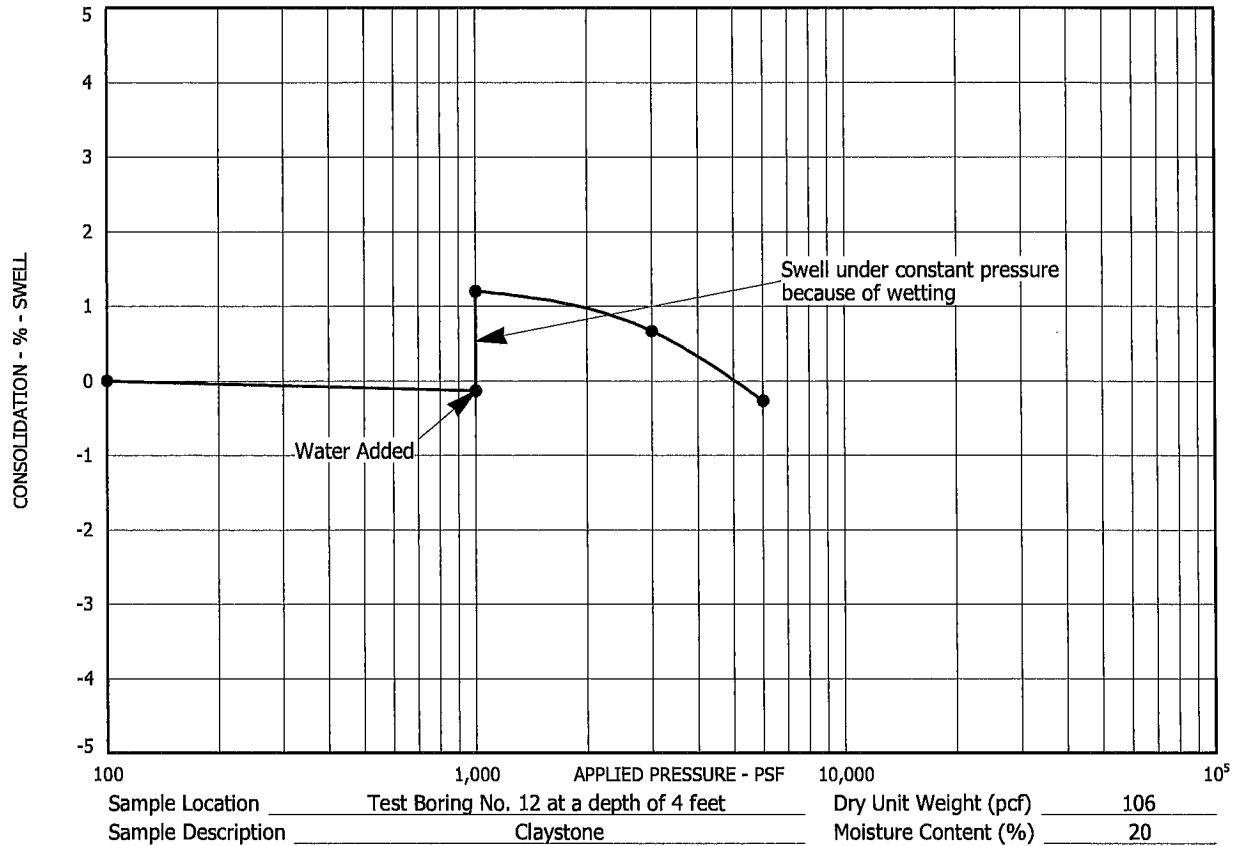
FIGURE 13

PROJECT NO. 161421



**SWELL - CONSOLIDATION TEST RESULTS**

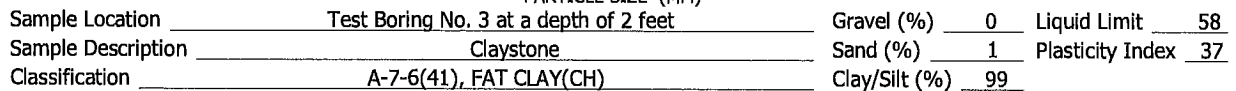
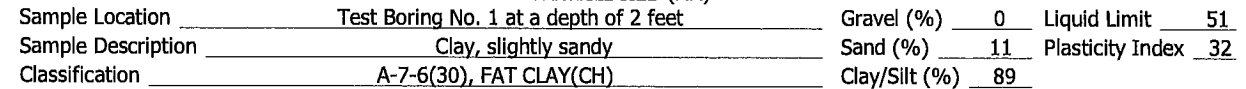
FIGURE 14



**SWELL - CONSOLIDATION TEST RESULTS**

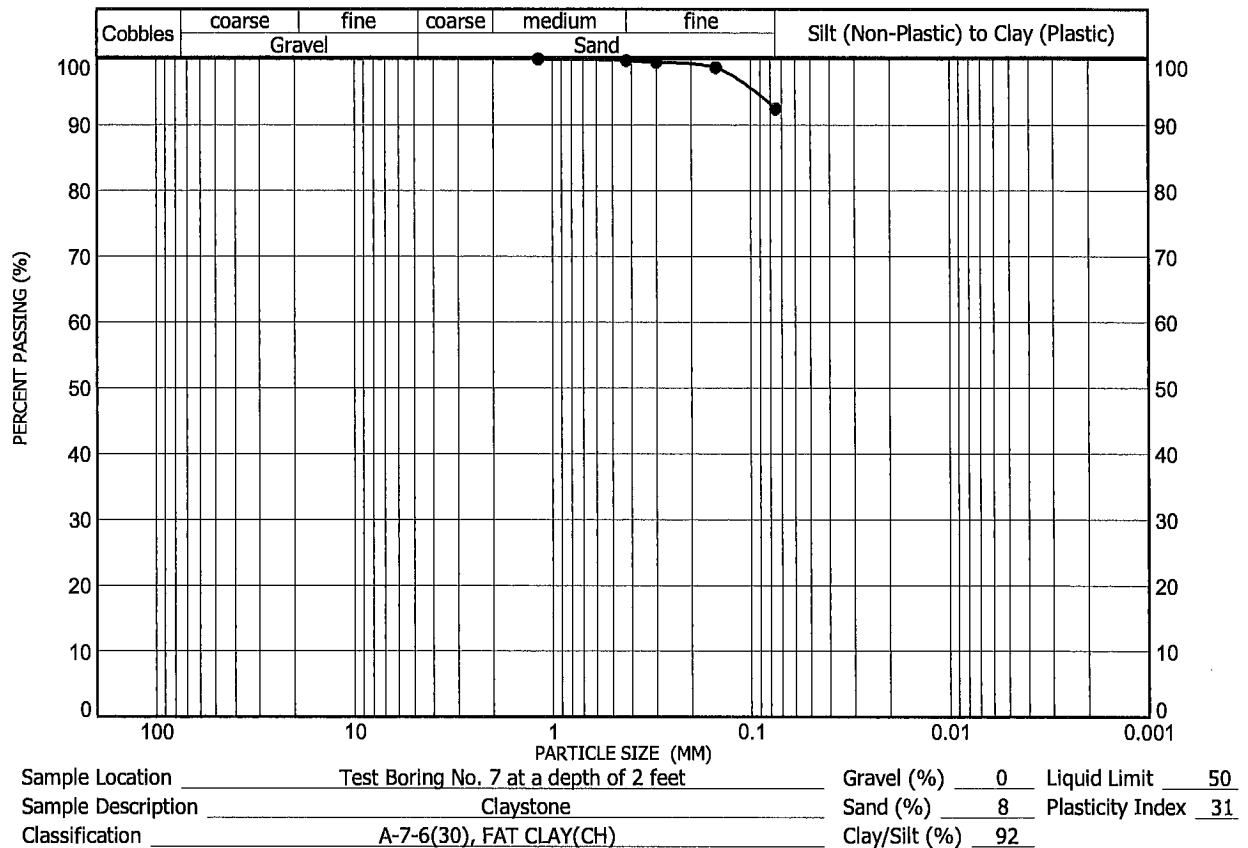
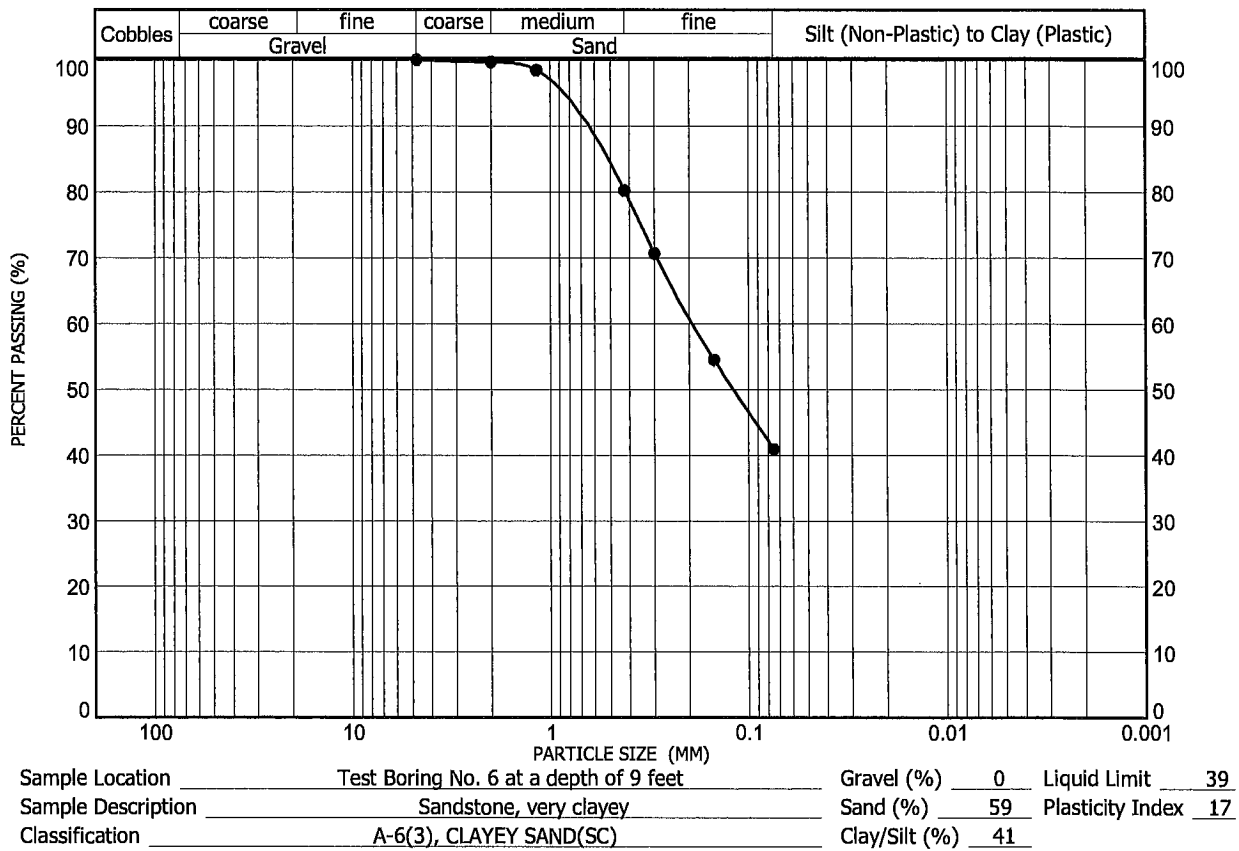
FIGURE 15

PROJECT NO. 161421



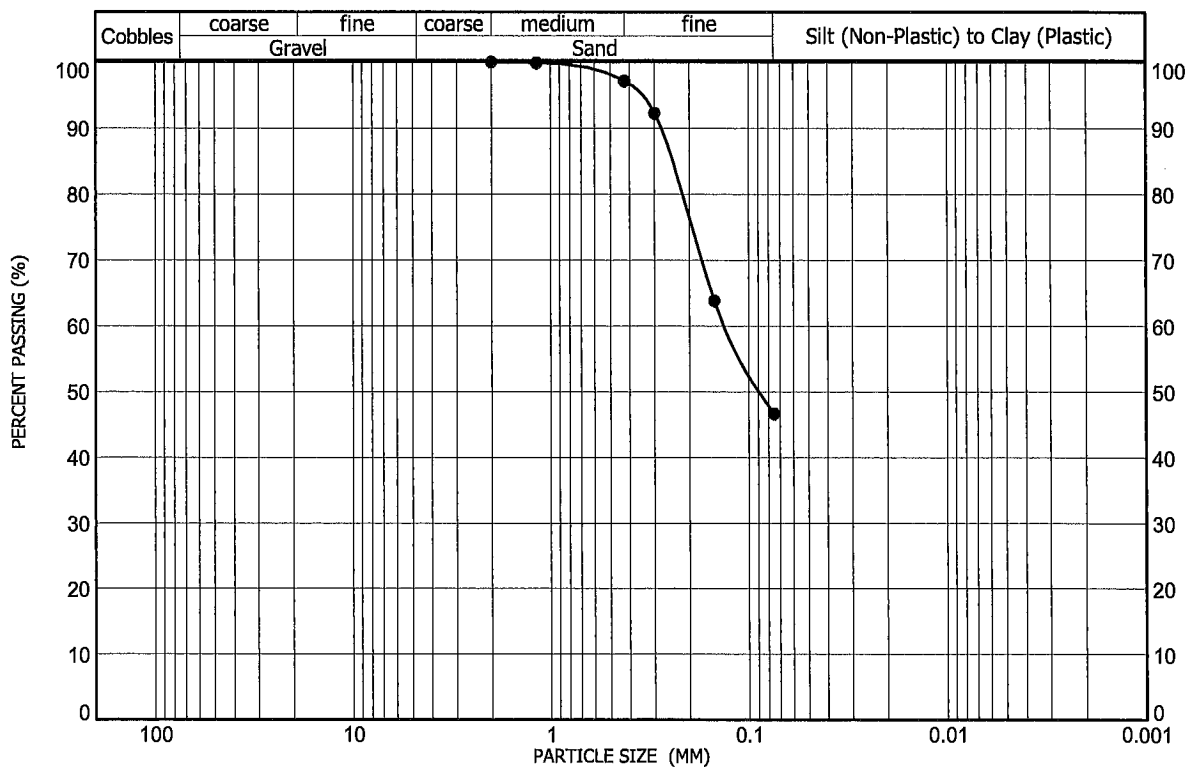
## FIGURE 16



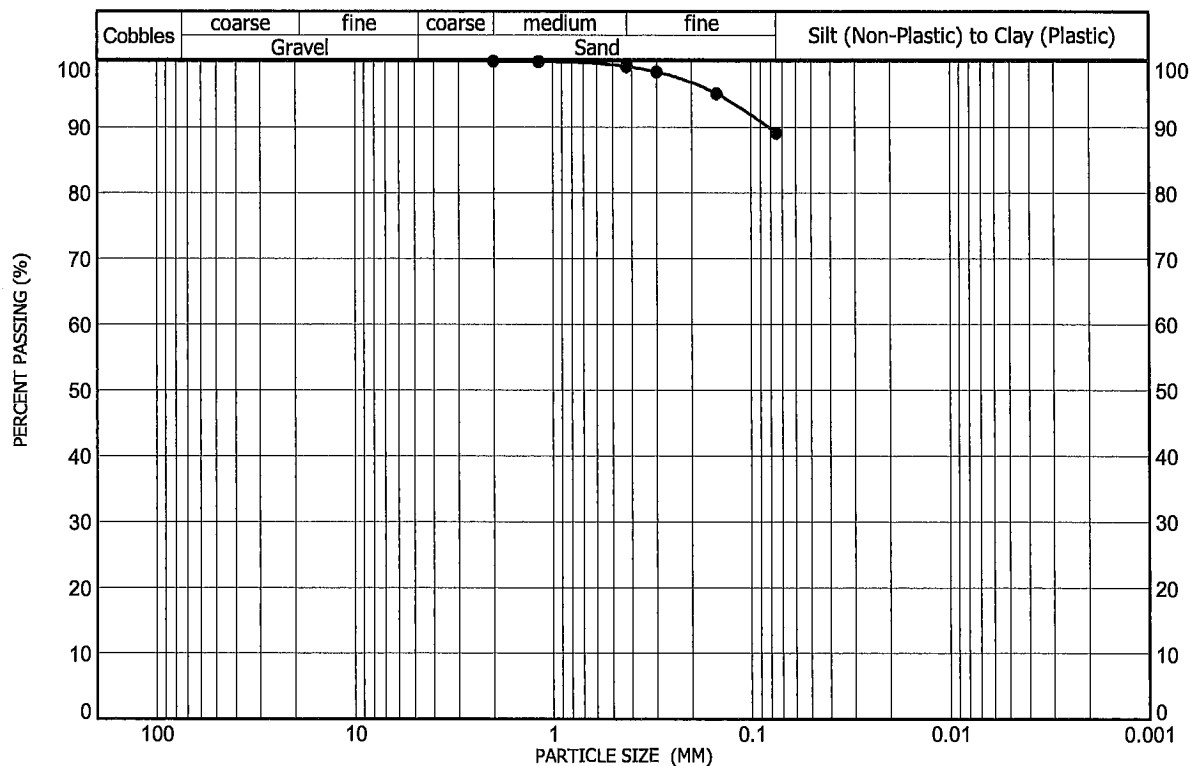


**GRADATION AND ATTERBERG TEST RESULTS**

FIGURE 17



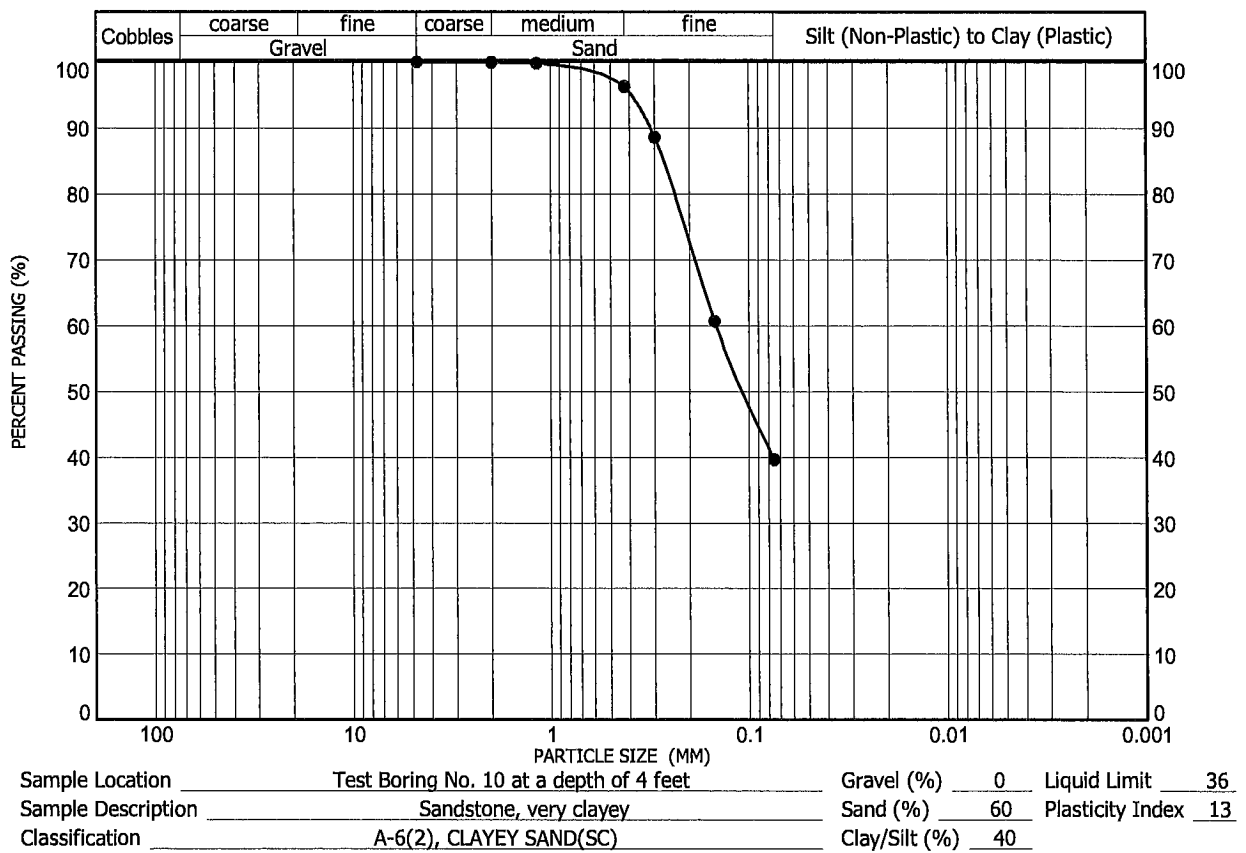
Sample Location Test Boring No. 8 at a depth of 9 feet Gravel (%) 0 Liquid Limit 42  
 Sample Description Sandstone / claystone Sand (%) 53 Plasticity Index 23  
 Classification A-7-6(7), CLAYEY SAND(SC) Clay/Silt (%) 47



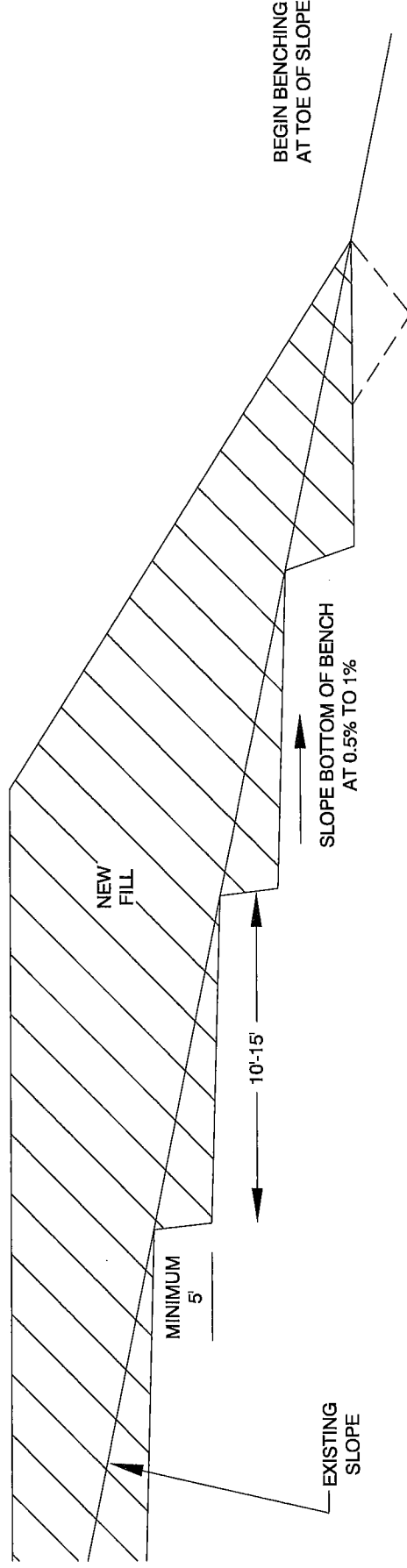
Sample Location Test Boring No. 9 at a depth of 2 feet Gravel (%) 0 Liquid Limit 52  
 Sample Description Clay, slightly sandy Sand (%) 11 Plasticity Index 34  
 Classification A-7-6(32), FAT CLAY(CH) Clay/Silt (%) 89

**GRADATION AND ATTERBERG TEST RESULTS**

FIGURE 18



CONTINUE BENCHING UNTIL NATURAL SLOPE  
FLATTENS OR SLOPE DAYLIGHTS



A KEYWAY MAY BE REQUIRED BY GEOTECHNICAL  
ENGINEER DEPENDING UPON SLOPE CONFIGURATION.

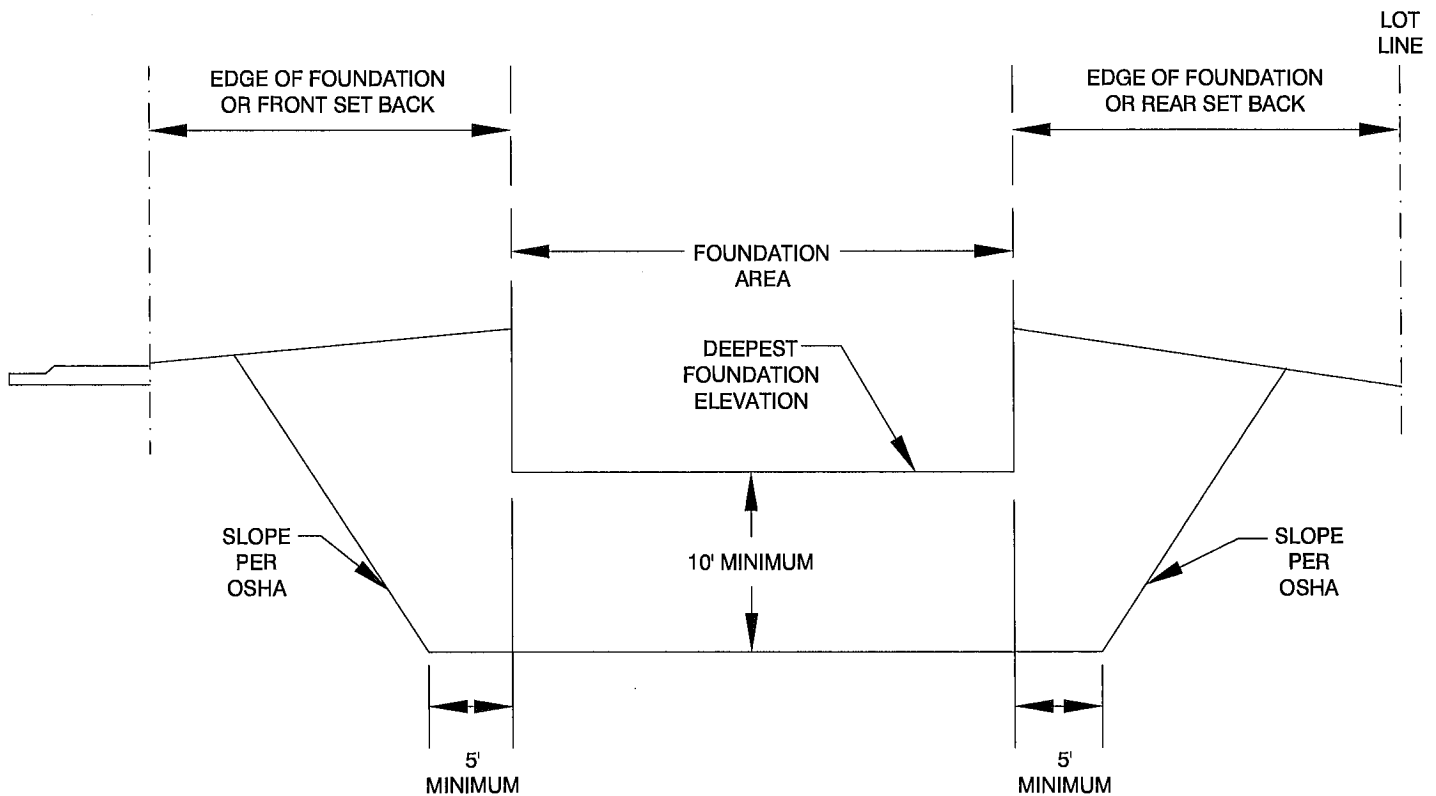
BENCHING REQUIRED WHEN EXISTING  
SLOPE IS 5 : 1 (HORIZONTAL : VERTICAL) OR GREATER

NOTES: DRAINS MAY BE REQUIRED IF GROUND  
WATER IS ENCOUNTERED.

ADDITIONAL CUTTING BACK OF SOME SLOPES  
MAY BE REQUIRED BY GEOTECHNICAL ENGINEER  
IF SLOPE INSTABILITY IS NOTED.

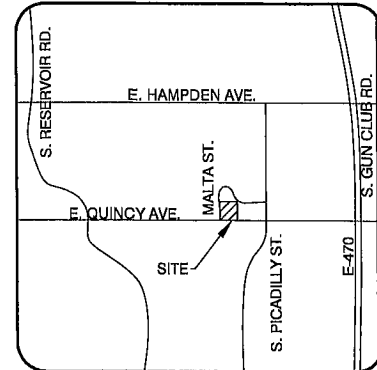
NOT TO SCALE

<b>A.G. Wassenaar</b> Geotechnical and Environmental Consultants	
GENERALIZED BENCHING DETAIL	PROJECT NO. 161421 FIGURE 20

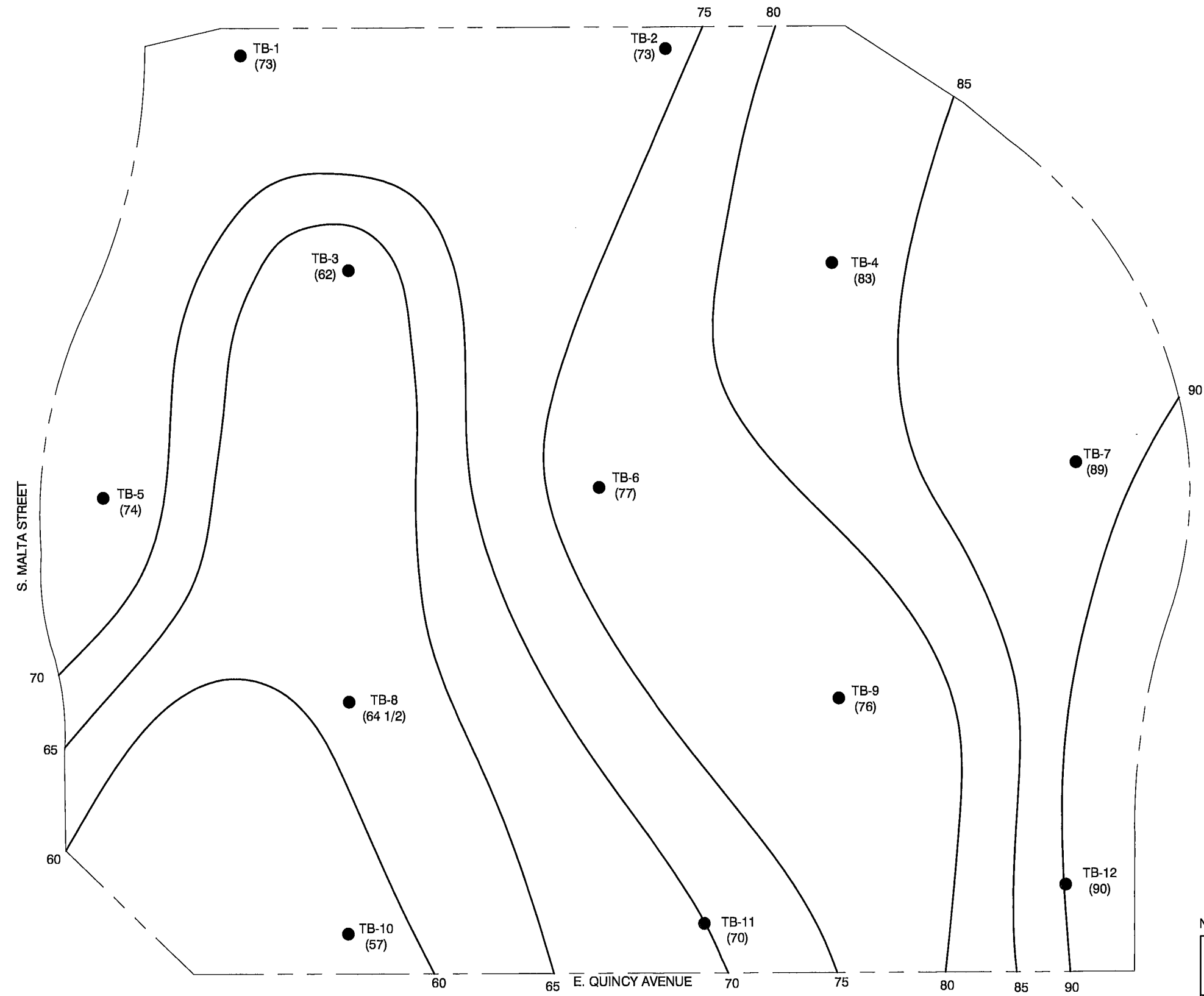


NOTE: EDGE OF FOUNDATION  
INCLUDES COUNTERFORTS

SADDLE ROCK HIGHLANDS, FILING 3 (TALLGRASS)  
ARAPAHOE COUNTY, COLORADO



VICINITY MAP  
NOT TO SCALE



ELEVATIONS INDICATED ARE 5,7XX FEET. ELEVATIONS ARE BASED UPON THE TEST BORING ELEVATIONS PROVIDED ON THE TEST BORING STAKES AND THE RECORDED DEPTHS TO GROUND WATER.

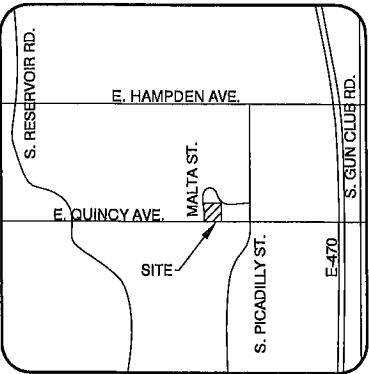
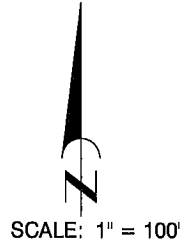
TB-1 ● INDICATES GROUND WATER WAS ENCOUNTERED AT AN APPROXIMATE ELEVATION OF 5,773 FEET IN TEST BORING 1 (73)

ELEVATION CONTOURS ARE BASED UPON THE EXTRAPOLATION OF DATA FROM WIDELY SPACED TEST BORINGS. LOCAL AND SIGNIFICANT VARIATIONS MAY OCCUR BETWEEN THE BORINGS. THIS MAP REPRESENTS AN OPINION WHICH IS ACCURATE ONLY TO THE DEGREE IMPLIED BY THE METHODS USED.

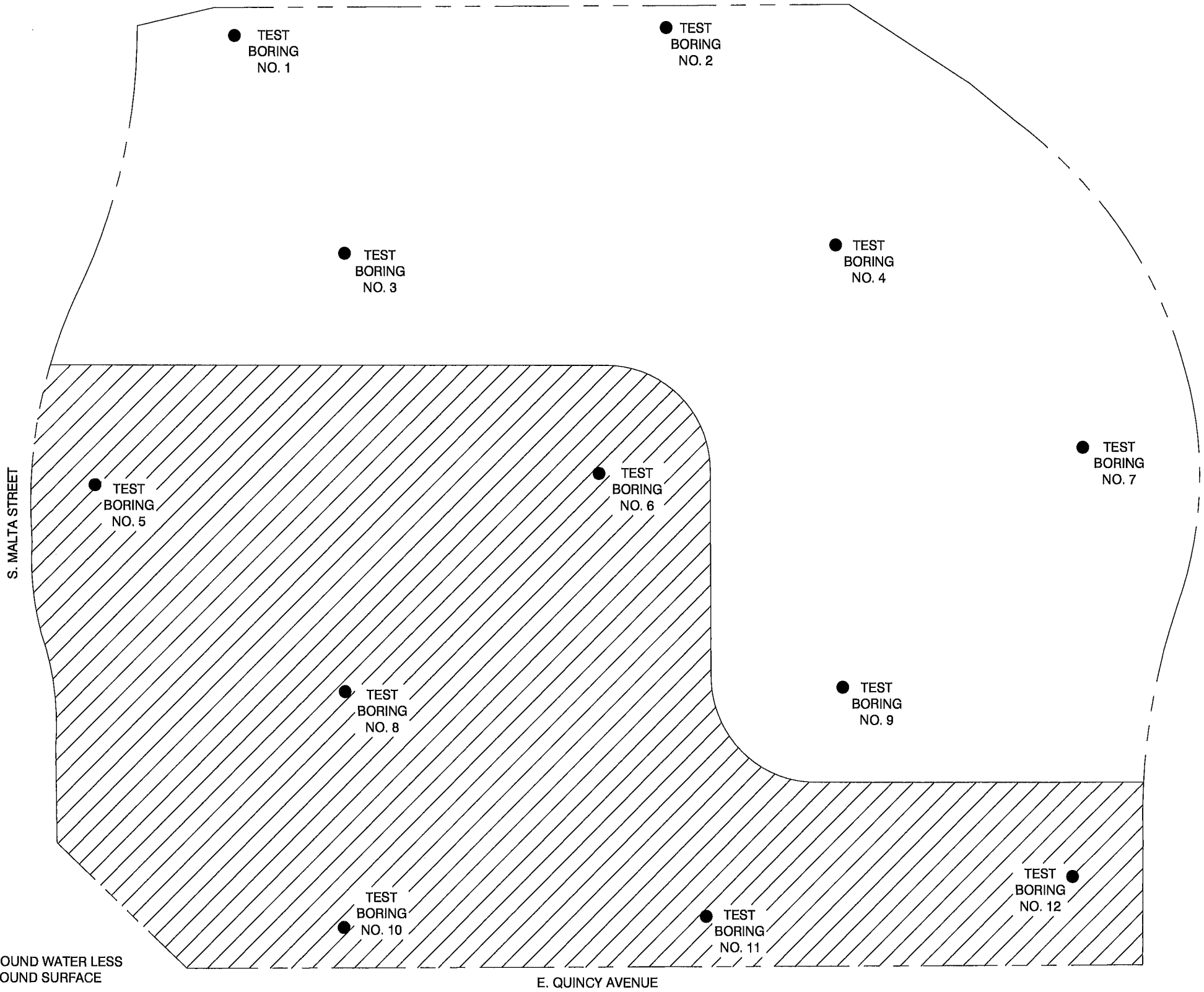
NOTE: ALL LOCATIONS ARE APPROXIMATE

<b>A.G. Wassenaar</b> Geotechnical and Environmental Consultants <b>Inc.</b>	
ESTIMATED ELEVATION OF GROUND WATER CONTOURS	PROJECT NO. 161421 FIGURE 22

SADDLE ROCK HIGHLANDS, FILING 3 (TALLGRASS)  
ARAPAHOE COUNTY, COLORADO



VICINITY MAP  
NOT TO SCALE



 ESTIMATED AREA OF GROUND WATER LESS  
THAN 15 FEET FROM GROUND SURFACE

NOTE: ALL LOCATIONS ARE APPROXIMATE

**A.G. Wassenaar**  
Geotechnical and Environmental Consultants **Inc.**

ESTIMATED AREA OR GROUND WATER LESS THAN 15 FEET IN DEPTH	PROJECT NO. 161421 FIGURE 23
---	---------------------------------



**TABLE I**  
**SUMMARY OF LABORATORY TEST RESULTS**  
May 26, 2016

Project Number 161421  
Saddle Rock Highlands, Filing 3  
(Tallgrass)  
Arapahoe County, Colorado  
1 of 2

Test Boring Number	Depth (feet)	Soil Type	Natural Dry Density (pcf)	Natural Moisture (%)	Swell / Consolidation (%) <sup>1</sup>	Swell Pressure (psf)	% Passing #200 Sieve	Atterberg		pH	Resistivity (ohm-cm)	Water Soluble Sulfates (ppm)	Chlorides (%)
								Liquid Limit	Plasticity Index				
1	2	Clay, slightly sandy		26			89	51	32				
1	7	Clay, sandy								8.0	305	29,700	0.0004
2	4	Clay, sandy	113	13	5.5	13,200							
2	9	Claystone	110	20	3.1	14,600							
2	19	Claystone	109	16	1.7	11,500							
3	2	Claystone		27			99	58	37				
3	7	Claystone	114	19	6.4	30,000							
3	24	Claystone	104	23	4.1	16,500							
3	34	Claystone	119	14	2.0	11,900							
4	4	Claystone	105	17	4.8	15,000							
4	9	Claystone	103	21	3.3	13,200							
5	14	Claystone	89	32	2.5	11,000							
5	24	Claystone	109	20	3.2	12,800							
6	4	Claystone	104	22	4.8	22,800							
6	9	Sandstone, very clayey		14			41	39	17				
7	2	Claystone		20			92	50	31				
7	7	Claystone	105	21	2.3	10,100							
7	24	Claystone	106	21	0.4	3,600							
8	9	Sandstone/Claystone		21			47	42	23				
8	19	Claystone	100	22	2.4	6,300							

Notes:

<sup>1</sup> Indicates Percent Swell or Consolidation (–) when wetted under a 1,000 psf load, unless otherwise noted.

NV - indicates No Value  
NP - indicates Non-Plastic

**TABLE I**  
**SUMMARY OF LABORATORY TEST RESULTS**  
May 26, 2016

Project Number 161421  
Saddle Rock Highlands, Filing 3  
(Tallgrass)  
Arapahoe County, Colorado  
2 of 2

[illegible]

Notes:

<sup>1</sup> Indicates Percent Swell or Consolidation (-) when wetted under a 1,000 psf load, unless otherwise noted.

NV - indicates No Value  
NP - indicates Non-Plastic

## **APPENDIX**

### **SPECIFICATIONS FOR PLACEMENT OF STRUCTURAL FILL**

#### **GENERAL**

The Geotechnical Engineer, as the Client's representative, should observe fill placement and conduct tests to determine if the material, method of placement, and compaction are in reasonable compliance with the specifications. Specifications presented in this Appendix are general in nature. They should be used except where specifically superseded by those presented in the attendant geotechnical study.

For the purpose of this specification, structural areas include those areas that will support constructed appurtenances (e.g., foundations, slabs, flatwork, pavements, etc.) and fill embankments or slopes that support significant fills or constructed appurtenances. Structural areas will be as defined by the Geotechnical Engineer.

#### **FILL MATERIAL**

Fill material should consist of on or off-site soils which are relatively free of vegetable matter and rubble. Off-site materials should be evaluated by the Soil Engineer prior to importation. No organic, frozen, perishable, rock greater than 6 inches, or other unsuitable material should be placed in the fill. For the purpose of this specification, cohesive soil should be defined as a mixture of clay, sand, and silt with more than 35% passing a U. S. Standard #200 sieve and a Plasticity Index of at least 11. These materials will classify as an A-6 or A-7 by the AASHTO Classification system. Granular soils should be all materials which do not classify as cohesive.

Proposed import material should be material having 100% finer than 3 inches in diameter and not more than 80% passing a U. S. Standard No. 200 sieve, provided the Plasticity Index is less than 25. Soil not meeting these specifications, but proposed for import fill, must be evaluated by our office.

#### **PREPARATION OF NATURAL GROUND**

Vegetation, organic topsoil, any existing fill and any other deleterious materials should be removed from the fill area. The area to be filled should then be scarified, moistened if necessary, and compacted in the manner specified below prior to placement of subsequent layers of fill.

#### **PLACEMENT OF FILL MATERIAL**

The materials should be delivered to the fill in a manner which will permit a well and uniformly compacted fill. Before compacting, the fill material should be properly mixed and spread in approximately horizontal layers not greater than 8 inches in loose thickness.

#### **MOISTURE CONTROL**

While being compacted, the material should contain uniformly distributed moisture for compaction. The Contractor should be required to add moisture to the materials if, in the opinion of the Geotechnical Engineer, proper and uniform moisture is not being obtained for compaction. If the fill materials are too wet for proper compaction, aerating and/or mixing with drier materials may be required.

## APPENDIX

### SPECIFICATIONS FOR PLACEMENT OF STRUCTURAL FILL

Page 2

#### MOISTURE CONTROL (*continued*)

Moisture content should be controlled as a percentage deviation from optimum. Optimum moisture content is defined as the moisture content corresponding to the maximum density of a laboratory compacted sample performed according to ASTM D 698 for cohesive soils or ASTM D 1557 for granular soils. The moisture content specifications for the various areas are as follows:

	<u>Cohesive Soils</u>	<u>Granular Soils</u>
1. Beneath Structural Areas:	0 to +4%	-2 to +2%
2. Beneath Non-Structural Areas:	-3 to +3%	-3 to +3%
3. Moisture Treated Fill:	0 to +4%	-2 to +2%

#### COMPACTION

When the moisture content and conditions of each layer spread are satisfactory, it should then be compacted. Moisture-density tests should be performed on typical fill materials to determine the maximum density. Field density tests must then be made to determine fill compaction. The compaction standard to be utilized in determining the maximum density is ASTM D 698 for cohesive soils or ASTM D 1557 for granular soils. The following compaction specifications should be followed for each area:

1. Beneath Structural Areas:	95% of Maximum Dry Density
2. Beneath Non-Structural Areas:	90% of Maximum Dry Density
3. Moisture Treated Fill:	95% of Maximum Dry Density

*Note:* In areas where fill depths exceed 20 feet, additional compaction considerations will be required to reduce fill settlement. We recommend any fill placed within 20 feet of final subgrade elevation be compacted as required above, and that deeper fills be compacted to 100% of maximum dry density at a moisture content of  $\pm 2$  percent of optimum moisture content.

If the structural fill contains less than 10 percent passing the No. 200 sieve, it may be necessary to control compaction based on relative density (ASTM D 2049). If this is the case, then compaction around the structures and beneath slabs should be to at least 70% relative density, and compaction beneath foundations and pavements should be to at least 80% relative density.

Any mention of essentially full-time testing and observation does not mean A. G. Wassenaar, Inc. (AGW) will accept responsibility for future fill performance. AGW shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction or the safety procedures employed by Client's contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the Contractor's work may occur undetected. Client shall hold its contractor solely responsible for the quality and completion of the project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor.



**Right of Way & Permits**

1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: **303.571.3306**  
Facsimile: 303. 571.3524  
donna.l.george@xcelenergy.com

March 16, 2017

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

Attn: Bill Skinner

**RE: Tallgrass FDP and Saddle Rock Highlands F7 Replat  
Case #s P16-027 and P16-028**

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has determined **there is a conflict** with the above captioned project. PSCo owns and operates an existing natural gas main pipeline along the East Quincy Avenue right-of-way within a PSCo easement. Should this line need to be relocated out of the PSCo easement suggested to be vacated, the property owner/developer/contractor must contact the **Builder's Call Line** at <https://xcelenergy.force.com/FastApp> (*register so you can track your application*) **or** 1-800-628-2121 and complete the application process for any new gas or electric service, or modification to existing facilities including relocation. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details.

The property owner/developer/contractor must contact **Robyn Larm**, Right-of-Way Agent at 303-761-2043 in order to process any necessary quitclaim deeds. Additional easements may need to be acquired by separate document for new facilities.

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

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

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



# SADDLE ROCK HIGHLANDS FILING NO. 7

A REPLAT OF LOT 1, SADDLE ROCK HIGHLANDS FILING NO. 3 AND TRACT 64, SADDLE ROCK HIGHLANDS FILING NO. 1, BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO

SHEET 1 OF 5

## 1. STANDARD NOTES

THE OWNER(S), DEVELOPER(S) AND/OR SUBVIDER(S) OF THE FINAL PLAT KNOWN AS SADDLE ROCK HIGHLANDS FILING NO. 7, THEIR RESPECTIVE SUCCESSORS, HEIRS, AND/OR ASSIGNS AGREE TO THE FOLLOWING NOTES:

### A. STREET MAINTENANCE

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

### B. 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.

### C. EMERGENCY ACCESS NOTE

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

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

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

### E. DRAINAGE LIABILITY

IT IS THE POLICY OF ARAPAHOE COUNTY THAT IT DOES NOT AND WILL NOT ASSUME LIABILITY FOR THE DRAINAGE FACILITIES DESIGNED AND/OR CERTIFIED BY J3 ENGINEERING. ARAPAHOE COUNTY REVIEWS DRAINAGE PLANS PURSUANT TO COLORADO REVISED STATUTES TITLE 30, ARTICLE 28, BUT CANNOT, ON BEHALF OF COPPER LEAF NORTH, LLC, A COLORADO LIMITED LIABILITY COMPANY, GUARANTEE THAT FINAL DRAINAGE DESIGN REVIEW WILL ABSOLVE COPPER LEAF NORTH, LLC, A COLORADO LIMITED LIABILITY COMPANY AND/OR THEIR SUCCESSORS AND/OR ASSIGNS OF FUTURE LIABILITY FOR IMPROPER DESIGN. IT IS THE POLICY OF ARAPAHOE COUNTY THAT APPROVAL OF THE FINAL PLAT AND/OR FINAL DEVELOPMENT PLAN DOES NOT IMPLY APPROVAL OF J3 ENGINEERING'S DRAINAGE DESIGN.

### F. LANDSCAPE MAINTENANCE

THE OWNERS OF THIS 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.

### G. 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.

### H. 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.

### I. 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 OF 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 DRAINAGE WAY SYSTEM THAT SERVES THE DEVELOPMENT AS DEFINED BY ADOPTED MASTER DRAINAGE WAY 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.

### J. MAINTENANCE EASEMENT NOTE

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 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 FOR THE ADJACENT OWNERS USE OF THIS MAINTENANCE EASEMENT, AND TO TAKE ALL NECESSARY STEPS TO AVOID CAUSING SUCH DAMAGE.

## 2. SPECIFIC NOTES

### A. REGIONAL TRANSPORTATION IMPROVEMENT FEE (RTIF) AREA

THIS SUBDIVISION 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 PUBLIC 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.

### B. AIRPORT INFLUENCE AREA NOTE (OFF-SITE IMPROVEMENTS)

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

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

### B. AIRPORT INFLUENCE AREA NOTE (EASEMENT/HAZARD EASEMENT)

AN AVIGATION AND HAZARD EASEMENT AFFECTING ALL PROPERTY CONTAINED WITHIN THIS FINAL PLAT HAS BEEN LEGALLY EXECUTED. SAID EASEMENT DOCUMENT CAN BE FOUND AT RECEPTION NO. B2087358 OF THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER. THE LANDS CONTAINED WITHIN THIS FINAL PLAT LIE WITHIN THE AIRPORT INFLUENCE AREA, AN AREA WHICH IS LIKELY TO BE AFFECTED BY AIRCRAFT OPERATIONS AND THEIR POTENTIAL NOISE AND/OR CRASH HAZARDS TO A GREATER DEGREE THAN LANDS SITUATED OUTSIDE OF THE INFLUENCE AREA. ALL LANDS CONTAINED WITHIN THIS FINAL PLAT SHALL COMPLY WITH F.A.R. PART 77, "HEIGHT AND OBSTRUCTIONS CRITERIA".

### C. STREET LIGHTING

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

### D. DRAINAGE

ALL DRAINAGE, DETENTION POND AND STORM SEWER EASEMENTS SHOWN HEREON BURDEN AND RUN WITH ALL LANDS DESCRIBED IN THIS PLAT TO THE BENEFIT OF ARAPAHOE COUNTY AND ITS ASSIGNS, AND ARE BINDING UPON THE OWNERS AND THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS. THE EASEMENTS ARE GOVERNED BY THE TERMS AND CONDITIONS OF ARAPAHOE COUNTY'S STORMWATER AND DRAINAGE REGULATIONS AND STANDARDS AND ALL TERMS AND CONDITIONS OF RECORD, INCLUDING THOSE RECORDED ON JUNE 5, 1997, AT RECEPTION NUMBER A7066570, AS THOSE REGULATIONS, STANDARDS, TERMS AND CONDITIONS EXIST AT THE TIME OF COUNTY APPROVAL OF THIS DOCUMENT AND AS THEY MAY BE AMENDED FROM TIME TO TIME.

### E. 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.

### F. STORMWATER MAINTENANCE

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

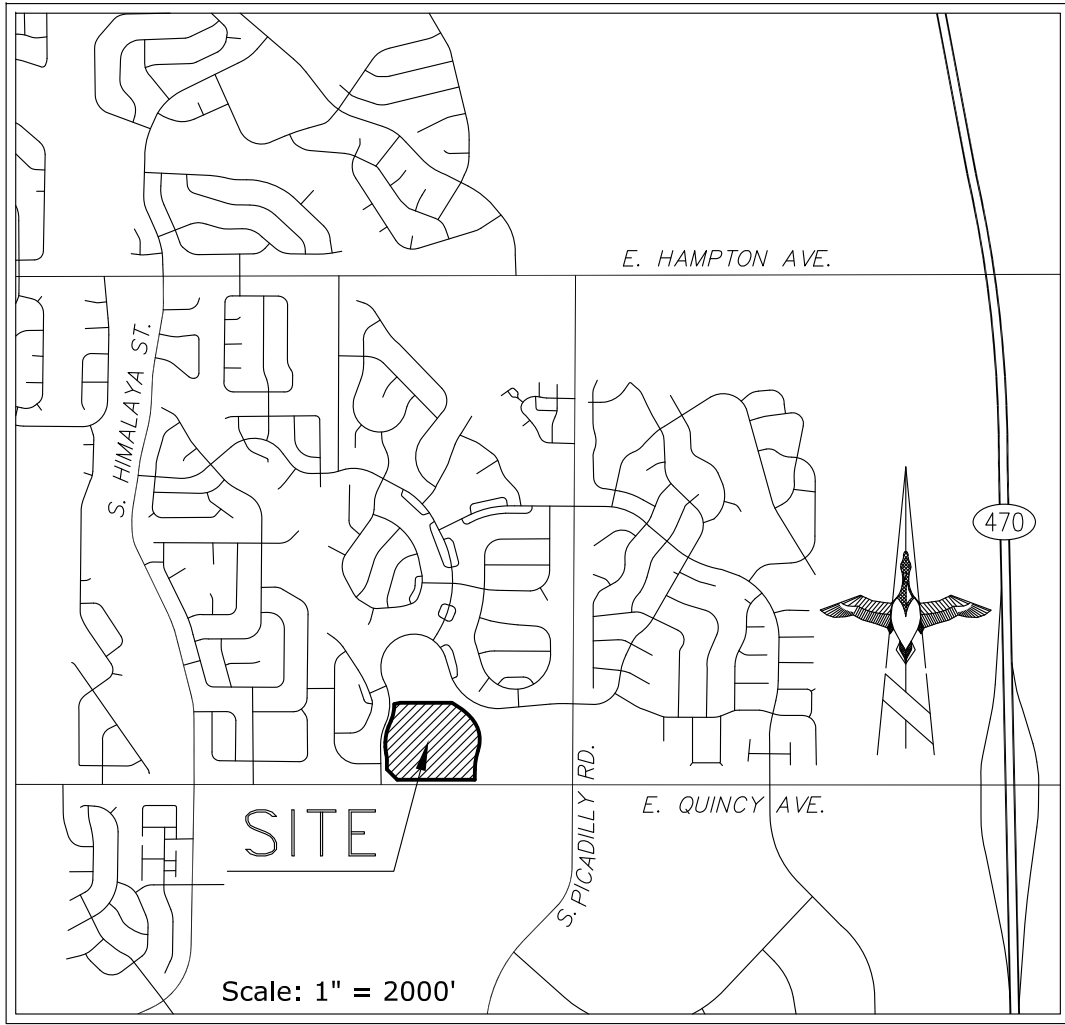
## 3. GENERAL NOTES

- THE TOTAL ACREAGE OF THIS FINAL PLAT IS 16.275 ACRES MORE OR LESS.
- EXPANSIVE SOILS ARE KNOWN TO EXIST ON THIS SITE. WHERE THESE CONDITIONS ARE FOUND TO EXIST, THE RECOMMENDATIONS OF A QUALIFIED SOILS ENGINEER SHALL BE FOLLOWED IN THE DESIGN AND CONSTRUCTION OF THE FOUNDATIONS AND FOOTINGS.
- THE BASIS OF BEARINGS ON THIS PLAT IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO BEARS SOUTH 89°40'17" WEST BETWEEN THE FOUND MONUMENTS SHOWN HEREON.
- FOR DIMENSIONS OF EASEMENTS REFER TO BOOK AND PAGE AS INDICATED. IN THE EVENT THAT THERE IS A DISCREPANCY IN THE LOCATION OF RECORDED EASEMENTS AS SHOWN HEREON, THE DOCUMENT AS RECORDED AND NOTED WILL TAKE PRECEDENCE.
- 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 COLORADO REVISED STATUTE.
- DATE OF SURVEY: APRIL 25 AND 27, 2016.
- NO OFFSET MONUMENTS ARE TO BE SET IN CONJUNCTION WITH THIS PLAT.
- BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE X OF THE FLOOD INSURANCE RATE MAP, PANEL 213 OF 725, COMMUNITY PANEL NUMBER 08005C0213L AND DATED FEBRUARY 17, 2017 – SUBJECT PROPERTY IN NOT IN A SPECIAL FLOOD HAZARD AREA.
- AT THE TIME OF THE FINAL DEVELOPMENT PLAN, ALL PDP REQUIREMENTS (CASE # P16-027) AND ANY SUBSEQUENT AMENDMENTS MUST BE MET ON EACH INDIVIDUAL LOT (TO THE EXTENT SUCH REQUIREMENTS RELATE TO INDIVIDUAL LOTS).
- NO TREES, FENCING, OR OTHER PERMANENT STRUCTURES WILL BE ALLOWED WITHIN DRAINAGE EASEMENTS OR TRACTS USED FOR DRAINAGE UNLESS PRIOR WRITTEN APPROVAL IS OBTAINED FROM THE ARAPAHOE COUNTY ENGINEERING SERVICES DIVISION.
- DEVELOPMENT ON ALL LOTS OF THIS PLAT ARE SUBJECT TO ALL APPLICABLE ZONING REGULATIONS, LAND DEVELOPMENT CODE REQUIREMENTS, CASE # P16-027, AS WELL AS ANY SUBSEQUENT AMENDMENTS.
- UTILITY EASEMENTS SHALL BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEES, MAY REMOVE ANY INTERFERING OBJECTS AT NOT COST TO SUCH GRANTEES, INCLUDING, WITHOUT LIMITATION, VEGETATION. PUBLIC SERVICE COMPANY OF COLORADO (PSCo) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCo AND EASEMENT ON ITS STANDARD FORM.
- SIGHT TRIANGLES ARE REQUIRED AT ALL INTERSECTIONS AND/OR ACCESS POINTS ONTO A PUBLIC STREET SHOWN ON THIS PLAT. THESE SIGHT TRIANGLES ARE SHOWN HEREON OR GRAPHICALLY DEPICTED ON THE APPROVED FINAL DEVELOPMENT PLAT ON FILE AT ARAPAHOE COUNTY PUBLIC WORKS DEPARTMENT.

### BENCHMARK AND DATUM

ELEVATIONS SHOWN HEREON ARE BASED ON THE CITY OF AURORA BENCH MARK "556602SW001". BEING A CHISELED SQUARE LOCATED AT THE NORTHWEST CORNER OF A 21 1/2 FOOT WIDE INLET AT THE EAST END OF AN EXISTING CURB AND GUTTER ON THE NORTH SIDE OF EAST QUINCY AVENUE, 125 FEET WEST OF HIMALAYA ROAD.

ELEVATION = 5714.96 (NAVD 88) AS PUBLISHED BY THE CITY OF AURORA, ARAPAHOE COUNTY, STATE OF COLORADO.



VICINITY MAP

## EASEMENT, USE, OWNERSHIP, MAINTENANCE CHART

EASEMENT	USE	EASEMENT GRANTED TO	*SURFACE MAINTENANCE
DRAINAGE EASEMENT	GRASS BUFFER/DRAINAGE	ARAPAHOE COUNTY**	HOME OWNERS ASSOCIATION
UTILITY EASEMENT	UTILITIES	UTILITY COMPANIES	HOME OWNERS ASSOCIATION

\*THE SURFACE OF ALL EASEMENTS ON THIS PLAT IS TO BE MAINTAINED BY THE PROPERTY OWNER, OR ANY SPECIAL DISTRICT WHICH EXPRESSLY ASSUMES SUCH RESPONSIBILITY.

\*\*THESE EASEMENTS ARE GRANTED TO ARAPAHOE COUNTY, HOWEVER, OWNERSHIP AND MAINTENANCE RESPONSIBILITY REMAIN WITH THE PROPERTY OWNERS, OR ANY SPECIAL DISTRICT WHICH EXPRESSLY ASSUMES SUCH RESPONSIBILITY.

## SURVEYING CERTIFICATE

I, JESUS A. LUGO, 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 AS SHOWN THEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.

JESUS A. LUGO, PLS 38081  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF ALTURA LAND CONSULTANTS, LLC

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 FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

TRACT	USE	MAINTENANCE	OWNER	AREA (S.F.)
A	D.E., O.S., P.U.E & S.L.B	H.O.A.	H.O.A.	26,655
B	O.S., P.U.E & S.L.B	H.O.A.	H.O.A.	2,000
C	D.E., O.S., P.U.E & S.L.B	H.O.A.	H.O.A.	34,395
D	O.S., P.U.E & S.L.B	H.O.A.	H.O.A.	5,162
E	O.S., P.U.E & S.L.B	H.O.A.	H.O.A.	4,039
F	O.S., P.U.E & S.L.B	H.O.A.	H.O.A.	3,919
G	O.S., P.U.E & S.L.B	H.O.A.	H.O.A.	2,000

D.E. DRAINAGE/DETENTION POND EASEMENT  
O.S. OPEN SPACE  
P.U.E. PUBLIC UTILITY EASEMENT  
S.L.B. STREET LANDSCAPE BUFFER

## 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 TO REMEDY SUCH DEFECT UPON DEMAND BY ARAPAHOE COUNTY, WHICH REMEDY SHALL NOT BE DEEMED EXCLUSIVE.

KNOW ALL MEN BY THESE PRESENTS THAT COPPER LEAF NORTH, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF CERTAIN LANDS IN ARAPAHOE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

LOT 1, SADDLE ROCK HIGHLANDS FILING NO. 3, AND TRACT 64, SADDLE ROCK HIGHLANDS FILING NO. 1, COUNTY OF ARAPAHOE, STATE OF COLORADO.

CONTAINING 16.275 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS AND TRACTS AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF SADDLE ROCK HIGHLANDS FILING NO. 7, 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., 2017.

## OWNER OF RECORD

COPPER LEAF NORTH, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

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

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2017, BY \_\_\_\_\_ AS \_\_\_\_\_ OF COPPER LEAF NORTH, LLC, A COLORADO LIMITED LIABILITY COMPANY, AN AUTHORIZED SIGNATORY.

BY \_\_\_\_\_ WITNESS MY HAND AND OFFICIAL SEAL  
NOTARY PUBLIC

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

ADDRESS \_\_\_\_\_

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

## BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ARAPAHOE COUNTY BOARD OF COMMISSIONERS THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2017.

CHAIR \_\_\_\_\_

ATTEST \_\_\_\_\_

## RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ARAPAHOE COUNTY AT \_\_\_\_\_ A.M./P.M. ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2017.

IN BOOK \_\_\_\_ AT PAGE \_\_\_\_\_, MAP \_\_\_\_\_, RECEPTION NO. \_\_\_\_\_.

COUNTY CLERK AND RECORDER \_\_\_\_\_

BY \_\_\_\_\_  
DEPUTY

*Altura*  
Land Consultants

6551 South Revere Parkway Phone: (720)488-1303  
Suite 165, Centennial, CO 80111 Fax: (720)488-1306

NO.	DATE:	REVISION DESCRIPTION:	BY:	DATE:
1	01/31/17	1ST SUBMITTAL REVISION	KJS	DRN BY: KJS
2	2/1/17	2ND SUBMITTAL	KJS	JOB NO. 16125
3	4/11/17	3RD SUBMITTAL	JAL	SHEET 1 OF 5

CASE NO. P16-028



A REPLAT OF LOT 1, SADDLE ROCK HIGHLANDS FILING NO. 3 AND TRACT 64, SADDLE ROCK HIGHLANDS FILING NO. 1, BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO

**SADDLE ROCK HIGHLANDS FILING NO. 1**  
RC. NO. B3149249

**TRACT 1**

**TRACT A**

**TRACT B**

**TRACT C**

**TRACT D**

**TRACT E**

**TRACT F**

**TRACT G**

**TRACT H**

**TRACT I**

**TRACT J**

**TRACT K**

**TRACT L**

**TRACT M**

**TRACT N**

**TRACT O**

**TRACT P**

**TRACT Q**

**TRACT R**

**TRACT S**

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**TRACT U**

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**TRACT AP**

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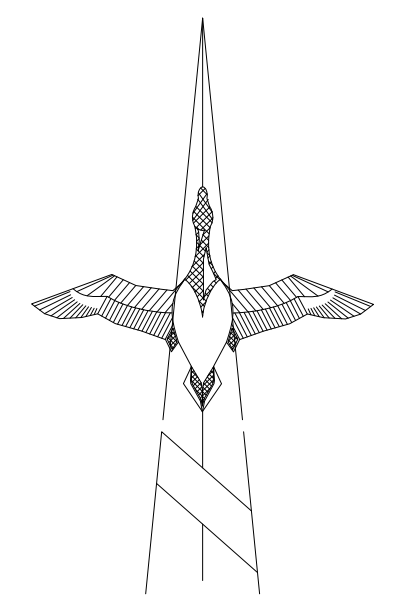
=====	= SUBJECT PARCEL BOUNDARY LINES
-----	= SECTION LINES
=====	= ADJOINING PARCEL BOUNDARY LINES
-----	= EASEMENT LINES


- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET MONUMENT BEING A #5 REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "ALTRA LAND PLS 38081"
- ⊕ INDICATES SET MONUMENT BEING A #5 REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "ALTRA LAND PLS 38081" IN REBAR BOX
- ⊙ INDICATES FOUND SECTION MONUMENT AS NOTED

\* SADDLE ROCK HIGHLANDS FILING NO. 1, RECEPTION NO. B3149249  
\*\* SADDLE ROCK HIGHLANDS FILING NO. 2, RECEPTION NO. B9065118

PLEASE SEE SHEET 3 OF 5 FOR LOTS AND BLOCKS INFORMATION  
PLEASE SEE SHEET 4 OF 5 FOR EASEMENT INFORMATION  
PLEASE SEE SHEET 5 OF 5 FOR LINE AND CURVE TABLES

AREA OF TRACT PARCELS		
TRACT	SQUARE FOOT	ACRES
A	26,655	0.612
B	2,000	0.046
C	34,395	0.790
D	5,162	0.119
E	4,039	0.093
F	3,919	0.090
G	2,000	0.046



GRAPHIC SCALE  
50 0 25 50  
  
FEET  
SCALE: 1"=50'



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1	01/31/17	1ST SUBMITTAL REVISION	KJS	DRN BY:	KJS
2	2/1/17	2ND SUBMITTAL	KJS	JOB NO.	16125
3	4/11/17	3RD SUBMITTAL	JAL	SHEET 2 OF 5	

CASE NO. P16-028

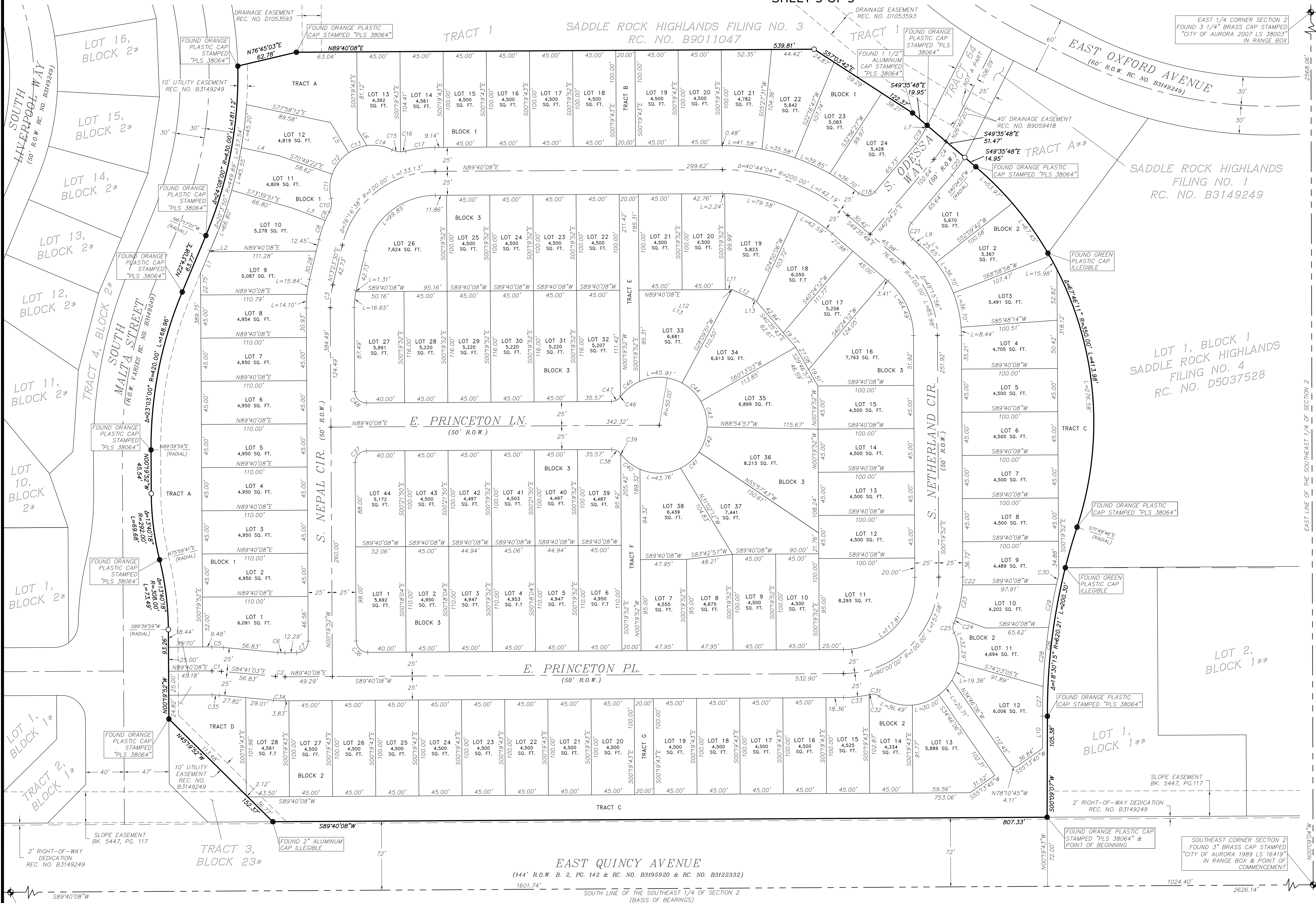
EXISTING EASEMENTS TO BE VACATED



# SADDLE ROCK HIGHLANDS FILING NO. 7

A REPLAT OF LOT 1, SADDLE ROCK HIGHLANDS FILING NO. 3 AND TRACT 64, SADDLE ROCK HIGHLANDS FILING NO. 1, BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO

SHEET 3 OF 5



## LINE LEGEND

- SUBJECT PARCEL BOUNDARY LINES
- SECTION LINES
- ADJOINING PARCEL BOUNDARY LINES
- EASEMENT LINES

## MONUMENT NOTES

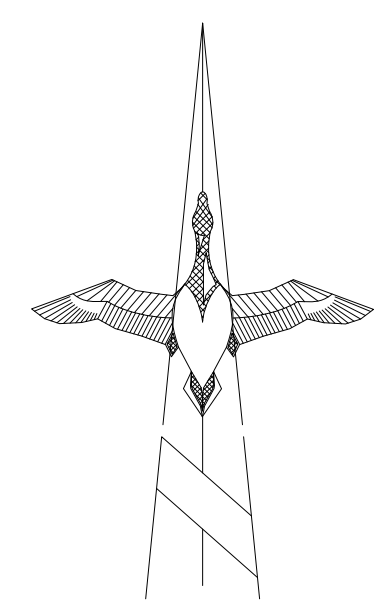
- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET MONUMENT BEING A #5 REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "ALTURA LAND PLS 38081"
- INDICATES SET MONUMENT BEING A #5 REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "ALTURA LAND PLS 38081" IN RANGE BOX
- INDICATES FOUND SECTION MONUMENT AS NOTED

## MISCELLANEOUS NOTES

- \* SADDLE ROCK HIGHLANDS FILING NO. 1, RECEPTION NO. B3149249
- \*\* SADDLE ROCK HIGHLANDS FILING NO. 2, RECEPTION NO. B9065118

PLEASE SEE SHEET 4 OF 5 FOR EASEMENT INFORMATION  
PLEASE SEE SHEET 5 OF 5 FOR LINE AND CURVE TABLES

AREA OF TRACT PARCELS		
TRACT	SQUARE FOOT	ACRES
A	26,655	0.612
B	2,000	0.046
C	34,395	0.790
D	5,162	0.119
E	4,039	0.093
F	3,919	0.090
G	2,000	0.046



GRAPHIC SCALE  
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SCALE: 1"=50'

**Altura**  
Land Consultants

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Suite 165, Centennial, CO 80111 Fax: (720)488-1306

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3	4/11/17	3RD SUBMITTAL	JAL	SHEET 3 OF 5

CASE NO. P16-028

NEWLY CREATED LOTS DETAIL



A REPLAT OF LOT 1, SADDLE ROCK HIGHLANDS FILING NO. 3 AND TRACT 64, SADDLE ROCK HIGHLANDS FILING NO. 1, BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO

**SADDLE ROCK HIGHLANDS FILING NO. 3**  
RC. NO. B9011047

**SADDLE ROCK HIGHLANDS FILING NO. 1**  
RC. NO. B3149249

**SADDLE ROCK HIGHLANDS FILING NO. 4**  
RC. NO. D5037528

**LINE LEGEND**

- SUBJECT PARCEL BOUNDARY LINES
- SECTION LINES
- ADJOINING PARCEL BOUNDARY LINES
- EASEMENT LINES

**MONUMENT NOTES**

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET MONUMENT BEING A #5 REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "ALTURA LAND PLS 38081"
- INDICATES SET MONUMENT BEING A #5 REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "ALTURA LAND PLS 38081" IN RANGE BOX
- INDICATES FOUND SECTION MONUMENT AS NOTED

**MISCELLANEOUS NOTES**

- SADDLE ROCK HIGHLANDS FILING NO. 1, RECEPTION NO. B3149249
- SADDLE ROCK HIGHLANDS FILING NO. 2, RECEPTION NO. B9065118

PLEASE SEE SHEET 3 OF 5 FOR LOTS AND BLOCKS INFORMATION  
PLEASE SEE SHEET 5 OF 5 FOR LINE AND CURVE TABLES

**AREA OF TRACT PARCELS**

TRACT	SQUARE FOOT	ACRES
A	26,655	0.612
B	2,000	0.046
C	34,395	0.790
D	5,162	0.119
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SCALE: 1"=50'

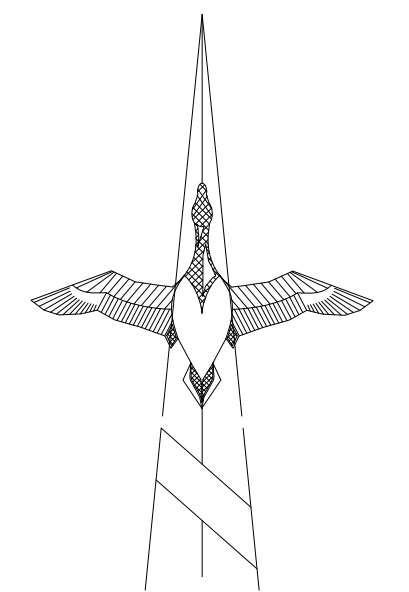
**Altura Land Consultants**  
6551 South Revere Parkway Suite 165, Centennial, CO 80111 Phone: (720) 488-1111 Fax: (720) 488-1112

## MONUMENT NOTES

●	INDICATES FOUND MONUMENT AS NOTED
○	INDICATES SET MONUMENT BEING A #5 REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "ALTRA LAND PLS 38081"
+	INDICATES SET MONUMENT BEING A #5 REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "ALTRA LAND PLS 38081" IN RANGE BOX
⊕	INDICATES FOUND SECTION MONUMENT AS NOTED


PLEASE SEE SHEET 3 OF 5 FOR LOTS AND BLOCKS INFORMATION  
PLEASE SEE SHEET 5 OF 5 FOR LINE AND CURVE TABLES

AREA OF TRACT PARCELS		
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FEET

SCALE: 1"=50'



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3	4/11/17	3RD SUBMITTAL	JAL	SHEET 4 OF 5	



# SADDLE ROCK HIGHLANDS FILING NO. 7

A REPLAT OF LOT 1, SADDLE ROCK HIGHLANDS FILING NO. 3 AND TRACT 64, SADDLE ROCK HIGHLANDS FILING NO. 1, BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO

SHEET 5 OF 5

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 22°43'8" E	24.18'
L2	N 22°43'8" E	1.36'
L3	S 69°18'22" E	35.72'
L4	S 77°58'21" E	40.30'
L5	S 31°10'42" E	36.67'
L6	S 31°10'42" E	19.45'
L7	S 26°40'45" W	4.69'
L9	N 49°35'48" W	8.97'
L10	N 0°9'7" E	33.79'
L11	N 89°40'8" E	7.00'
L12	S 65°9'54" E	24.46'
L13	S 56°39'20" E	4.07'
L14	N 34°46'06" W	109.46'
L15	N 78°10'36" W	37.70'
L16	S 78°10'36" E	37.11'
L17	N 11°37'12" E	18.79'
L18	N 12°10'34" E	13.88'
L19	N 3°33'54" E	0.76'
L20	S 3°33'54" W	3.63'
L21	S 12°10'34" W	15.29'
L22	S 11°37'12" W	25.71'
L23	N 34°46'06" W	102.47'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHD BEARING	CHORD
C1	100.00'	5°38'48"	9.86'	N 87°30'28" W	9.85'
C2	100.00'	5°38'48"	9.86'	S 87°30'28" E	9.85'
C3	100.00'	13°43'22"	23.95'	S 6°31'49" W	23.89'
C4	100.00'	12°55'9"	22.55'	N 33°56'37" E	22.50'
C5	125.00'	5°38'48"	12.32'	N 87°30'28" W	12.31'
C6	75.00'	5°38'48"	7.39'	S 87°30'28" E	7.39'
C7	12.00'	90°0'0"	18.85'	N 44°40'8" E	16.97'
C8	125.00'	9°35'41"	20.93'	S 18°11'20" W	20.91'
C9	125.00'	4°34'44"	9.99'	S 25°16'33" W	9.99'
C10	20.00'	41°0'21"	14.31'	N 7°3'44" E	14.01'
C11	45.00'	32°37'5"	25.62'	S 2°52'6" W	25.27'
C12	45.00'	36°41'9"	28.81'	S 37°31'13" W	28.32'
C13	45.00'	26°5'22"	20.49'	S 68°54'28" W	20.31'
C14	45.00'	34°32'56"	27.13'	N 80°46'24" W	26.73'
C15	20.00'	25°48'52"	9.01'	S 76°24'22" E	8.93'
C16	20.00'	15°11'29"	5.30'	N 83°5'28" E	5.29'
C17	125.00'	14°10'25"	30.92'	S 82°34'55" W	30.84'
C18	12.00'	88°24'35"	18.52'	N 84°36'30" E	16.73'
C19	75.00'	13°44'1"	17.98'	N 33°32'12" E	17.93'
C20	125.00'	10°18'18"	22.48'	N 35°15'3" E	22.45'
C21	12.00'	90°0'0"	18.85'	S 4°35'48" E	16.97'
C22	125.00'	3°48'0"	8.29'	N 1°34'8" E	8.29'
C23	125.00'	15°55'39"	34.75'	N 11°25'58" E	34.64'
C24	125.00'	2°57'4"	6.44'	N 20°52'20" E	6.44'
C25	12.00'	47°44'37"	10.00'	S 1°33'32" E	9.71'
C26	625.20'	13°38'27"	148.85'	S 6°29'28" W	148.49'
C27	625.20'	2°50'14"	30.96'	S 1°5'22" W	30.96'
C28	625.20'	5°39'15"	61.70'	S 5°20'7" W	61.67'
C29	625.20'	4°11'47"	45.79'	S 10°15'38" W	45.78'
C30	625.20'	0°57'10"	10.40'	S 12°50'6" W	10.40'
C31	12.00'	47°46'32"	10.01'	N 79°11'52" W	9.72'
C32	122.83'	0°27'27"	0.98'	N 77°1'49" E	0.98'
C33	122.83'	12°31'22"	26.85'	N 83°31'13" E	26.79'
C34	125.00'	5°38'48"	12.31'	S 87°30'28" E	12.31'
C35	75.00'	5°38'48"	7.39'	N 87°30'28" W	7.39'
C36	12.00'	89°59'44"	18.85'	S 45°20'0" E	16.97'
C37	12.00'	90°0'0"	18.85'	S 44°40'8" W	16.97'
C38	12.00'	51°49'25"	10.85'	N 64°25'10" W	10.49'
C39	12.00'	1°32'14"	0.32'	N 37°44'20" W	0.32'
C40	50.00'	29°23'13"	25.64'	S 51°39'50" E	25.36'
C41	50.00'	29°27'14"	25.70'	N 48°45'54" E	25.42'
C42	50.00'	31°54'37"	27.85'	N 18°4'58" E	27.49'
C43	50.00'	31°54'37"	27.85'	N 13°49'39" W	27.49'
C44	50.00'	31°54'37"	27.85'	N 45°44'16" W	27.49'
C45	50.00'	29°23'13"	25.64'	S 51°0'6" W	25.36'
C46	12.00'	1°32'14"	0.32'	N 37°4'36" E	0.32'
C47	12.00'	51°49'25"	10.85'	N 63°45'26" E	10.49'
C48	12.00'	90°0'0"	18.85'	S 45°19'52" E	16.97'



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## **PLAT APPROVAL (FINAL PLAT)**

Case no. P16-028, Saddlerock Highlands No. 7 Final Plat

**RESOLUTION NO. [reso #]** It was moved by Commissioner [moved] and duly seconded by Commissioner [seconded] to approve Case no. P16-028, Saddlerock Highlands No. 7 Final Plat, a final plat. 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:

1. Prior to signature of the final copy of these plans, the applicant must address Public Works Staff comments and concerns.
2. Approval of the concurrent P16-027 Saddlerock Highlands No. 7 FDP application is required before staff will forward the P16-028 Saddlerock No. 7 Final Plat plans to the BOCC for signature.
3. The applicant will comply with Colorado Geological Survey direction pertaining to site conditions
4. The applicant will provide an updated ECCV will serve letter.

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 Land Development 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 Baker, **yes / no**; Commissioner Conti, **yes / no**; Commissioner Holen, **yes / no**; Commissioner Jackson, **yes / no**; Commissioner Sharpe, **yes / no**.

The Chair declared the motion carried and so ordered.