



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
October 10, 2017
9:30 A.M.

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

AGENDA

1. OPENING

1.a. CALL TO ORDER

Arapahoe County Board of County Commissioners

1.b. INTRODUCTION

Ron Carl, County Attorney

Joleen Sanchez, Asst. Clerk to the Board

1.c. ROLL CALL

1.d. PLEDGE OF ALLEGIANCE

2. MODIFICATION TO THE AGENDA

3. ADOPTION OF THE AGENDA

4. APPROVAL OF THE MINUTES

4.a. BOCC Public Meeting Minutes - September 19, 2017

Documents:

[BOCC PUBLIC MEETING MINUTES 09.19.2017.PDF](#)

5. CITIZEN COMMENT PERIOD

Citizens are invited to speak to the Commissioners on non-agenda items. There is a 3-minute time limit per person, unless otherwise noted by the Chair.

6. CONSENT AGENDA

6.a. 9.25.17 Warrant ACH Expenditure Report

Authorization to sign the Warrant Disbursement Register

Ron Carl, County Attorney

Documents:

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

6.b. C14-024 Valentia Street Pedestrian Access Project - Approval and Acceptance of Path Easement Agreement

Adoption of a resolution by the Board of County Commissioners to accept the conveyance of one Path Easement Agreement for recordation by separate document and to allow David M. Schmit, Director, Department of Public Works and Development to execute this specific easement on behalf of the Board. The easement is for the Valentia Street Pedestrian Access Project, Arapahoe County Case No. C14-024, located at the southwest corner of Valentia Street and Mississippi Avenue, and which is further described by Parcel Number 1973-21-1-00-045

Irene Valenzuela, Engineer III, Public Works and Development

Brian Love, Capital Improvement Program Manager, Public Works and Development

Brian Weimer, Transportation Division Manager, Public Works and Development

Dave Schmit, Director, Public Works and Development

Keith Ashby, Purchasing Manager, Finance

Robert Hill, Senior Assistant County Attorney

Documents:

[C14-024_BSR-ESMT_FINAL_FORWEB.PDF](#)

6.c. Alternate Work Space (COOP) IGA with Adams County

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign an Intergovernmental Agreement (IGA) between the Arapahoe County Department of Human Services and the Adams County Human Services Department regarding the sharing of resources in the event of a disaster and full closure of either county office, pursuant to the terms contained therein

Martha Lovato, Operations Division Manager, Human Services

Cheryl Ternes, Director, Human Services

David Bessen, Director, Information Technology

Suzanna Dobbins, Finance Division Manager, Human Services

Michael Valentine, Deputy County Attorney

Documents:

[10-10-2017 BSR CONSENT AGENDA - IGA W ADAMS COUNTY.DOC](#)

6.d. Building Division Fees Adoption

Adoption of a resolution approving an increase of Building Division Fees, and to begin charging an administrative fee to collect and distribute funds for other agencies, and to participate in the MHIP program (DOLA) which will cover

manufactured and modular homes, including establishing a new permitting and fee schedule for manufactured home inspections

Joe Richards, Building Division Manager, Public Works and Development

Dave Schmit, Director, Public Works and Development

Todd Weaver, Budget Manager, Finance

Robert Hill, Senior Assistant County Attorney

Documents:

[BSR BUILDING VALUATION PACKET OCT 10 2017.PDF](#)

6.e. Certifying Prosecution Costs to the Department of Corrections

Adoption of a resolution certifying the costs that the Department of Corrections is responsible for reimbursing the counties of the 18th Judicial District for prosecuting criminal cases in which the defendant, at the time of the criminal act, was in the custody of the Department of Corrections

Todd Weaver, Budget Manager, Finance

Janet Kennedy, Director, Finance

John Christofferson, Deputy County Attorney

Documents:

[BSR FOR DA-DOC REIMBURSE CONSENT AGENDA OCT 10, 2017
FINAL.DOC](#)

[RESO NO. 170___ -DA-DOC REIMBURSE 2016 - 2017 DRAFT.DOCX](#)

6.f. Colorado Opportunity Scholarship Initiative - Second Phase

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the Colorado Opportunity Scholarship Initiative Grant Agreement with the State of Colorado, acting by and through the Colorado Department of Higher Education, Arapahoe Community College Foundation, Community College of Aurora Foundation, and Arapahoe County addressing the second phase of of the Scholarship initiative leveraging matching funds from non-profit and private donors

Diana Maes, BoCC Administration Manager

John Christofferson, Deputy County Attorney

Documents:

[BSR - 2ND COSI GRANT AGREEMENT ARAPAHOE COMMUNITY
COLLEGE FOUNDATION CONSENT 10.5.2017.DOC](#)
[DRAFT RESOLUTION FOR COLORADO OPPORTUNITY SCHOLARSHIP
INITIATIVE 10-5-2017.DOCX](#)
[ARAPAHOE COMMUNITY COLLEGE FOUNDATION ON BEHALF OF
ARAPAHOE COUNTY 2017 - MATCHING SCHOLARSHIP FUNDS.PDF](#)
[COSIARAPAHOE2.PDF](#)

6.g. High Line Canal Framework Plan – High Line Canal Working Group

Adoption of a resolution approving the expenditure of \$450,000 in Open Space Acquisition and Development funding pledged to the High Line Canal Working Group for the High Line Canal Conservancy to complete a comprehensive High Line Canal Framework Plan and to begin implementation

Josh Tenneson, Grants and Acquisitions Manager, Open Spaces

Shannon Carter, Director, Intergovernmental Relations and Open Spaces

Janet Kennedy, Director, Finance
Tiffany Bleau, Senior Assistant County Attorney

Documents:

[BSR_CA_HLC FRAMEWORK PLAN_10.10.17.DOC](#)
[OSTAB RECOMMENDATION TO BOCC HLCC FRAMEWORK PLAN.PDF](#)
[2017-06-08-REVISED-HLCC-FRAMEWORK-PLAN-RFP-V2.PDF](#)

6.h. Joint Project Funding – Chatfield Environmental Pool

Adoption of a resolution approving the expenditure of up to \$112,500 in Open Space Acquisition and Development funding for the Chatfield Environmental Pool project, which will purchase 15 acre-feet of Environmental Pool storage capacity in Chatfield Reservoir to improve South Platte River flows for environmental, water quality, and recreational purposes, contingent on the project partners contributing matching funding

Josh Tenneson, Grants and Acquisitions Manager, Open Spaces
Shannon Carter, Director, Intergovernmental Relations and Open Spaces
Janet Kennedy, Director, Finance
Tiffany Bleau, Senior Assistant County Attorney

Documents:

[BSR_CA_CHATFILEDENVPOOL_10.10.17.PDF](#)
[OSTAB RECOMMENDATION TO BOCC CHATFIELD.PDF](#)

6.i. Medical Marijuana License Renewal - Colorado Cannabis Services LLC d/b/a Green Cross Caregivers

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

John Christofferson, Deputy County Attorney
Debbie Chandler, Paralegal

Documents:

[BSR MED MARIJUANA LICENSE RENEWAL - GREEN CROSS CAREGIVERS - 2017-18 - CONSENT 10-10-17.DOC](#)
[RESO NO. 170___ RENEWING MED MARIJUANA LICENSE - COLORADO CANNABIS SERVICES LLC.DOC](#)

6.j. Medical Marijuana License Renewal - Green Leaf, LLC

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

John Christofferson, Deputy County Attorney
Debbie Chandler, Paralegal

Documents:

[BSR MED MARIJUANA LICENSE RENEWAL - GREEN LEAF LLC - 2017-18.DOC](#)

7. GENERAL BUSINESS ITEMS

7.a. GENERAL BUSINESS - Submission of the 2018 Recommended Budget

Presentation of the proposed 2016 Budgets as prepared by the Arapahoe County Finance Department, pursuant to C.R.S. § 29-1-105, for Arapahoe County, the Arapahoe County Law Enforcement Authority, and the Arapahoe County Recreation District, and of the proposed 2016 Budget submitted for the Arapahoe County Water and Wastewater Public Improvement District; to set the date of October 28, 2016 as the public hearing date for these proposed budgets, and further establish December 13, 2016 as the date for the public hearing for adoption of these proposed 2017 budgets

*Presenter - Todd Weaver, Budget Manager, Finance
Janet Kennedy, Director, Finance
John Christofferson, Deputy County Attorney*

Documents:

[BSR- RECOMMENDED BUDGET 2018.DOCX](#)
[PROPOSED MOTION - RECEIPT OF 2018 BUDGET.DOCX](#)

8. COMMISSIONER COMMENTS

***Denotes a requirement by federal or state law that this item be opened to public testimony. All other items under the "General Business" agenda may be opened for public testimony at the discretion of the Board of County Commissioners.**

Arapahoe County is committed to making its public meetings accessible to persons with disabilities. Assisted listening devices are available. Ask any staff member and we will provide one for you. If you need special accommodations, contact the Commissioners' Office at 303-795-4630 or Relay Colorado 711.

Please contact our office at least 3 days in advance to make arrangements.

**MINUTES OF THE ARAPAHOE COUNTY
BOARD OF COUNTY COMMISSIONERS
TUESDAY, SEPTEMBER 19, 2017**

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

| | | |
|----------------------------------|---------------------------------|---------------------------|
| Nancy Sharpe, Chair | Commissioner District 2 | Present |
| Jeff Baker, Chair Pro-Tem | Commissioner District 3 | Present |
| Kathleen Conti | Commissioner District 1 | Absent and Excused |
| Nancy Jackson | Commissioner District 4 | Present |
| Bill Holen | Commissioner District 5 | Present |
| Ron Carl | County Attorney | Present |
| Matt Crane | Clerk to the Board | Absent and Excused |
| Joleen Sanchez | Asst. Clerk to the Board | Present |

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

CALL TO ORDER

Commissioner Sharpe called the meeting to order.

INTRODUCTIONS

ROLL CALL

PLEDGE OF ALLEGIANCE

MODIFICATION(S) TO THE AGENDA

There were no modifications to the agenda.

ADOPTION OF THE AGENDA

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

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

APPROVAL OF THE MINUTES

The motion was made by Commissioner Holen, duly seconded by Commissioner Jackson to approve the minutes from the August 22, 2017 Public Meeting.

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

The motion was made by Commissioner Holen, duly seconded by Commissioner Baker to approve the minutes from the August 28, 2017 Public Meeting.

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

CITIZEN COMMENT PERIOD

There were no citizen comments.

CONSENT AGENDA

The motion was made by Commissioner Holen, duly seconded by Commissioner Baker to approve the consent agenda as presented.

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

GENERAL BUSINESS ITEMS

Item 7.a. – Resolution No. 170491 – P17-007 Mountainview Gardens Filing No. 11 Specific Development Plan (SDP)

AND

Item 7.b. – Resolution No. 170492 – P17-008 Mountainview Gardens Filing No. 11 Minor Subdivision

Robert Hill, Senior Assistant County Attorney, established jurisdiction for the Board to hear these cases.

Jason Reynolds, Planning Program Manager, introduced the cases and said they meet the review and approval criteria for Specific Development Plans (SDPs) and Minor Subdivisions, and have been recommended conditional approval.

There was discussion regarding the stormwater issue. It was stated that the design would be adequate for the stormwater that is expected.

Michael Sheldon, 5340 S. Quebec St., Greenwood Village, 80111, representing the applicant discussed the ability to have up to five lots on the 2.7 acre parcel. He stated the plan would only include 3 single family homes with attached garages.

Jim Latsis, Latsis Custom Homes, 8875 E. Mexico Dr., Denver, 80231, presented a slide presentation and discussed the accomplishments of his company and the proposed project.

There was discussion regarding the drainage situation.

There was discussion regarding a concern with the Cunningham Fire Protection District as to how to get to the backside of lot 3 in the event of a fire. A temporary recycled concrete drive would be used during construction; a permanent driveway will be put in after construction.

The public comment period was opened.

Jim Neely – Supports

Dave Stalheim – Position Not Indicated. Commented on wildlife in the area.

Margaret Hepner - Opposed

Mark Lampert - Position Not Indicated. Commented on drainage, accessory structures and wildlife.

Lois McFee - Supports

The public comment period was closed.

Jason Reynolds, Planning Program Manager, addressed the habitat for animals.

Mr. Latsis addressed the habitat, removal of the trees, and the out buildings.

There was further discussion regarding the definition of accessory buildings

The following motion was made by Commissioner Jackson, duly seconded by Commissioner Holen in the case of P17-007, Mountainview Gardens Filing No. 11 Specific Development Plan, I have reviewed the staff report, including all exhibits and attachments and have listened to the applicant's presentation and any public comment as presented at the hearing and hereby move to approve this application based on the findings in the staff report, subject to the following conditions:

1. Prior to signature of the final mylar copy of the Specific Development Plan, the applicant shall address the Planning Division, Mapping Division, Zoning Division and Engineering Services Division comments and concerns, as outlined in their reports.
2. The applicant shall meet requirements of the Cunningham Fire Protection District.
3. The applicant shall include mosquito control with the Operations and Maintenance manual for stormwater facilities.
4. Any accessory dwelling unit built on the three properties must be attached to the main structure. The attached accessory dwelling unit will share the same driveway as the main structure.
5. Detached garages are prohibited; all garages must be attached to the main structure.

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

The following motion was made by Commissioner Jackson, duly seconded by Commissioner Holen: In the case of P17-008 Mountainview Gardens Filing No. 11 Minor Subdivision, I have reviewed the staff report, including all exhibits and attachments and have listened to the applicant's presentation and any public comment as presented at the hearing and hereby move to approve this application based on the findings in the staff report, subject to the following conditions:

1. Prior to signature of the final copy of these plans, the applicant shall address all Public Works and Development Staff comments.

2. The applicant shall meet requirements listed in the Cunningham Fire Protection District Letter dated April 17, 2017.
3. The applicant shall include mosquito control with the Operations and Maintenance manual for stormwater facilities.
4. The applicant shall pay a total amount of cash-in-lieu of \$16,020.66 to be distributed as follows: Schools: \$8,352.30, Public Parks: \$7,361.63, and Other Public Uses: \$306.73.
5. Approval of this minor subdivision is conditioned on provision for future maintenance of the storm water drainage facility located on Tract A. In lieu of requiring that a homeowner's association be created to own Tract A and perform the maintenance, and in order to assure the long term maintenance of the facility, maintenance of the facility is assigned to the owner of Lot 3 and Tract A, and said Lot 3 and Tract A shall be deed restricted so as to remain in common ownership.

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

COMMISSIONER COMMENTS

There were no commissioner comments on this date.

There being no other business before the Board, Commissioner Sharpe adjourned the meeting at 10:30 a.m.

ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS

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

REPORT FOR 09/19/2017 TO 09/25/2017

FUNDS SUMMARY:

FUNDS SUMMARY:

| | |
|-----------------------------------|--------------|
| 10 General Fund | 2,943,004.33 |
| 11 Social Services | 1,205,726.60 |
| 14 Law Enforcement Authority Dist | 48,765.58 |
| 15 Arapahoe / Douglas Works! | 71,805.97 |
| 16 Road and Bridge | 302,012.13 |
| 20 Sheriff's Commissary | 47,654.46 |
| 21 Community Development | 7,241.98 |
| 25 Developmental Disability | 46,321.13 |
| 26 Grants | 164,480.97 |
| 28 Open Space Sales Tax | 29,742.40 |
| 29 Homeland Security - North Cent | 1,358.62 |
| 33 Building Maintenance Fund | 23,428.65 |
| 34 Fair Fund | 36,635.85 |
| 41 Capital Expenditure | 24,837.00 |
| 42 Infrastructure | 44,333.36 |
| 43 Arapahoe County Recreation Dis | 5,283.24 |
| 70 Central Services | 30,534.05 |
| 71 Self-Insurance Liability | 3,006.10 |
| 72 Employee Flexible Benefit | 1,875.10 |
| 74 Self-Insurance Dental | 44,530.45 |
| 84 E-911 Authority | 3,218.27 |
| | ===== |
| TOTAL | 5,085,796.24 |

FUND REPORT - EXPENDITURE TYPE

FUND 10 EXPENDITURE REPORT

| | | |
|------------------------------------|--------------------|----------|
| ACSO EMPLOYEE TRUST FUND | MISC. | 969.00 |
| ADAMSON POLICE PRODUCTS | Supplies | 107.00 |
| ALL TRUCK AND TRAILER PARTS (ATTP) | Supplies | 196.72 |
| ALLIED ELECTRONICS, INC | Supplies | 345.43 |
| ALSCO | Supplies | 480.26 |
| AMANDA PETERMANN | Services and Other | 37.77 |
| AMERICAN INSTITUTIONAL SUPPLY | MISC. | 1,214.95 |
| ANDREA MCDONALD | Services and Other | 177.00 |
| ANDREW CORNELL | Services and Other | 162.64 |
| ANGELA STANTON | Services and Other | 13.70 |
| ANTONIA GALVEZ SALDANA | Services and Other | 139.80 |
| ARAMARK CHICAGO LOCKBOX | Services and Other | 5,495.00 |
| ASHLEY YANT | Services and Other | 11.75 |
| AT&T MOBILITY II LLC | Services and Other | 228.73 |
| AURORA MENTAL HEALTH | Services and Other | 3,120.00 |
| AUTONATION | Supplies | 524.44 |
| AUTOZONE STORES INC | Supplies | 112.99 |
| BATTERY SYSTEMS INC | Supplies | 341.05 |
| BLUEBEAM SOFTWARE INC | Services and Other | 1,047.00 |
| BOBCAT OF THE ROCKIES LLC | Supplies | 176.08 |
| BRADY INDUSTRIES OF COLORADO LLC | MISC. | 2,357.60 |
| BRIDGESTONE RETAIL OPERATIONS LLC | Services and Other | 129.98 |
| CDW GOVERNMENT | Services and Other | 3,436.66 |
| CDW GOVERNMENT | Supplies | 129.58- |
| CHARLES D JONES & CO INC | Supplies | 98.68 |
| CITY OF AURORA | MISC. | 14.00 |



Board Summary Report

Date: September 26, 2017

To: Arapahoe County Board of County Commissioners

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

Through: Bryan Weimer, Division Manager
PWD – Transportation Division

Through: Brian Love, PE, Capital Improvement Program Manager
PWD – Transportation Division

From: Irene Valenzuela, PE, Engineer III
PWD – Transportation Division

Case name: Valentia Street Pedestrian Access Project
Arapahoe County Case No. C14-024

Subject: **Approval and acceptance of a PATH EASEMENT AGREEMENT**

Purpose and Recommendation:

The purpose of this report is to request the Board accept the conveyance of one Path Easement Agreement for recordation by separate document and to allow David M. Schmit, Director, Department of Public Works and Development to execute this specific easement on behalf of the Board.

Background:

The County has received several requests for pedestrian access connectivity to Mississippi Avenue along Valentia Street north of the Club Valencia Condos. Currently, pedestrians have to either walk along social trails adjacent to the roadway or within the street to access bus stops along Mississippi Avenue. Sidewalks, curb, gutter, and full width asphalt pavement do not exist along this portion of Valentia Street. This is due to several undeveloped properties north of the Club Valentia Condos on the west and east sides of the roadway. Also, right-of-way does not exist on the east side of the roadway. The need for the project is primarily due to safety and accessibility concerns of area residents.

In order to provide a walking path that will meet ADA accessibility requirements, an interim asphalt path on the west side of Valentia Street was chosen because adjacent property owners on the east side of Valentia Street were not willing to donate the necessary right-of-way to the County at this time. In order to complete a walking path on the west side of Valentia, the County needs an easement that will allow encroachment onto certain undeveloped private property. The owner of that property is not willing to dedicate right of way for the path at this time and prior to development of that property, but is willing to grant a temporary path easement where needed to allow for the path until such time as development of property..

Without dedication of the right-of-way for the permanent improvements, a permanent pedestrian access could not be constructed unless the County paid for right-of-way acquisition of right-of-way that would otherwise be dedicated upon development. Through this temporary easement, the County is able to

provide an ADA accessible walking path prior to development without having to utilize eminent domain powers, or purchase the additional permanent right of way.

Therefore, an interim asphalt path along the west side of Valentia Street has been chosen because County right-of-way exists along that alignment and only a small easement is necessary. The easement required is needed to allow for the ADA accessible path width. The language contained in this easement allows the easement to be terminated once permanent improvements that will provide pedestrian movements are installed under applicable County land development regulations.

Staff has reviewed the easement and has determined that it meets the County's requirements. Staff recommends said easement, granted by Mali Reddy and Syama Reddy, be accepted by the Board.

Links to Align Arapahoe

Increase Community and Regional Partnerships

Alternatives:

The Board of County Commissioners could elect to 1) acquire the right of way by purchase or condemnation or 2) forgo constructing any walking path improvements and wait for the property to develop in such manner that the right of way would be required by reason of the impacts of such future development.

Staff recommends acceptance of this easement, as presented.

Fiscal Impact:

There is no fiscal impact to the County with this action.

Actions Requested:

1. Approval and acceptance of the Path Easement Agreement.
2. Authorize David M. Schmit, Director, Department of Public Works and Development to execute this specific easement on behalf of the Board.
3. Authorize the County Clerk and Recorder to Record the Easement upon execution by the parties.

Concurrence:

Staff has reviewed the Path Easement Agreement and has determined that it meets the County's requirements. Staff recommends said easement be accepted by the Board.

Attachments:

Path Easement Agreement
Resolution for said easement

Cc list:

David M. Schmit, Director, PWD
Bryan Weimer, Transportation Div. Manager
Brian Love, Capital Improvement Program Manager
Irene Valenzuela, Engineer III
Robert Hill, Senior Assistant County Attorney
Case File: C14-024

PATH EASEMENT AGREEMENT

This Temporary Path Easement is granted this ____ day of _____, 2017, by Mali Reddy and Syama Reddy (“the Owner”) of certain property a Temporary Easement to install and maintain a walking path as provided below.

WHEREAS, for purposes of public safety, the County desires to install a walking path for approximately four hundred (400) feet along the west side of Valentia Street to a connection point at the southwest corner of intersection of Valentia Street and Mississippi Avenue for pedestrian travel; and

WHEREAS, Owner is the owner of the property at the southwest corner of Valentia Street and Mississippi Avenue, and which is further described by Parcel Number 1973-21-1-00-045 (“the Property”); and

WHEREAS, County desires to construct and maintain a pedestrian walking path along the utmost northeast corner of the Property to allow for the required ADA accessible path width, and, as such, the County desires to acquire an easement on the Property for such walking path; and

WHEREAS, Owners desire to grant the County a temporary easement for such walking path, but only until such time as the Property or other properties in that area are developed to such extent that permanent improvements that will provide an ADA compliant path, which will serve to connect to existing improvements south of said property, are required and installed under applicable county land development regulations.

NOW, THEREFORE, in consideration of the sum of \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Owner, the Owner and the County agree as follows:

1. Owner hereby grants to the County a Temporary Easement on, through, over, under, and along a certain parcel of land owned by the Owner, with the location of such easement being described in the attached Exhibit “A,” which Exhibit and legal description are hereby incorporated into this instrument by this reference. The easement rights granted hereunder shall include, without limitation, the right to install, repair, maintain and replace, at all times this Easement is in effect, a non-exclusive public use hard or gravel surfaced walking path within the bounds of the such easement property described in Exhibit A.
2. The term of this Temporary Easement shall commence upon the execution of this Easement Agreement by Owner and the County, and shall extend until such time as the Property or other area property or properties are developed to the extent that permanent improvements under applicable county land development regulations are constructed that will provide a public walking path and other required public infrastructure serving to connect to existing infrastructure south of said property

3. Upon dedication of right of way for such permanent improvements under applicable county land development regulations that provide a pedestrian connection along said Property's frontage and completion of construction of such permanent improvements, all rights granted under this Temporary Easement shall be released and the Temporary Easement Property shall be considered free and clear of this Easement. In the event that the boundaries of such property are dedicated for right of way for such permanent improvements and substantially coincide with the boundaries of the easement described in Exhibit A, attached hereto, then upon the County's acceptance of such right of way dedication, all rights granted under this Temporary Easement shall be released and the Temporary Easement Property shall be considered free and clear of this Easement
4. The Owner hereby covenants and agrees that it has good title to the Temporary Easement Property and that it has good and lawful right to grant this Easement.
5. The Owner warrants that no building, structure, or other above or below ground obstruction that may interfere with the purposes for which this Easement is granted may be placed, erected, installed or permitted upon the Temporary Easement Property. The Owner further agree that in the event the terms of this Easement are violated, that such violation shall immediately be corrected upon receipt of written notice from the County, or the County may elect to correct or eliminate such violation at the Owner's expense. The Owner shall promptly reimburse the County for any expenses incurred by the County in enforcing the terms of this paragraph.
6. At the expiration of this Easement, County will remove or cause the removal of the walking path and restore the property to its original condition as near as reasonably possible. It is expressly understood, however, that the need for restoration of the property may not be required if the walking path is removed and replaced as part of subsequent development of the property.
7. This Easement is granted by the Owner with the understanding that all work performed by the County in connection with this Easement shall be done with care, and any of the surface of the Temporary Easement Property damaged or disturbed during the use of this Easement shall be restored in a reasonably similar manner to its condition immediately preceding the use of this Easement.

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OWNER:

Mali Reddy
By: Dr. Mali Reddy

STATE OF COLORADO)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this 13 day of Sept, 2017, by Mali Reddy.

My commission expires May 14, 2018. Witness my hand and official seal.

Renee Williams
Signature

Renee Williams
Name of Notary

1280 S. Parker Rd. Denver CO 80231
Address of Notary

Renee Williams
Notary Public
State of Colorado
Notary ID 20064016770
Commission Expires May 14, 2018

OWNER:

Syama Reddy
By: Syama Reddy

STATE OF COLORADO)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this 13 day of Sept, 2017, by Syama Reddy.

My commission expires May 14, 2018. Witness my hand and official seal.

Renee Williams
Signature

Renee Williams
Name of Notary

1280 S. Parker Rd. Denver CO 80231
Address of Notary

Renee Williams
Notary Public
State of Colorado
Notary ID 20064016770
Commission Expires May 14, 2018

For the Board of County Commissioners
Arapahoe County

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

EXHIBIT "A"
Legal Description of the Premises

August 23, 2017
Reddy Property Path Easement
Page 1 of 2
See Exhibit "B"

EXHIBIT "A"
Path Easement
Mali S. Reddy and Syama M. Reddy Property

PARCEL DESCRIPTION

A Path Easement being a portion of that certain parcel of land described in Reception No. A5120225, Arapahoe County Records, (A.C.R.), lying within the Northeast Quarter (NE1/4) of Section 21, Township 4 South, Range 67 West of the Sixth Principal Meridian, Arapahoe County, Colorado, more particularly described as follows:

COMMENCING at the southeasterly corner of said Reception No. A5120225, A.C.R., said point being on the westerly right-of-way line of S. Valentia Street.

THENCE northerly along the easterly line of said Reception No. A5120225, and said westerly right-of-way line, a distance of 77.26 feet to the **POINT OF BEGINNING**;

THENCE leaving said easterly line and said westerly right-of-way line, Northwesterly, a distance of 42.53 feet to the southerly line of Book 5549, Page 750, A.C.R., also being the southerly right-of-way line of E. Mississippi Avenue;

THENCE along said southerly lines, a distance of 30.00 feet to the northeasterly corner of said Reception No. A5120225, being on said westerly right-of-way of S. Valentia Street;

THENCE leaving said southerly lines, along said easterly line of Reception No. A5120225, and said westerly right-of-way line, a distance of 30.00 feet, to the **POINT OF BEGINNING**.

Containing 0.010 acres, or 450 square feet of land, more or less.

Subject to existing rights-of-way and easements.

For and on behalf of Arapahoe County
Patrick T. Hubert, PLS 38357
6924 S. Lima Street
Centennial, CO 80112



NORTH LINE OF SECTION 21, T4S, R67W

E. MISSISSIPPI AVENUE

BOOK 5549, PAGE 750

634.75'

SOUTHERLY R.O.W. LINE

SET NO. 5 REBAR
WITH YELLOW CAP
STAMPED PLS 38357

40.00'

20.00'

30.00'

42.53'

30.00'

PATH EASEMENT

POINT OF
BEGINNING

S. VALENTIA STREET

MALI S. REDDY AND SYAMA M. REDDY

RECEPTION NO. A5120225

107.26'

77.26'

634.70'

FOUND REBAR

POINT OF
COMMENCEMENT

285.66'

WESTERLY R.O.W. LINE

CLUB VALENTIA CONDOMINIUMS

RECEPTION NO. R1922030

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS ONLY
INTENDED TO DEPICT THE ATTACHED
LEGAL DESCRIPTION

**ARAPAHOE COUNTY
MAPPING DEPARTMENT**

6924 South Lima Street
Centennial, Colorado 80112
720-874-6686



**ARAPAHOE COUNTY
COLORADO'S FIRST**



FOUND REBAR

EXHIBIT "B"

S. VALENTIA STREET
REDDY PROPERTY PATH EASEMENT
08-23-17
PAGE 2 OF 2
NOT TO SCALE

RESOLUTION NO._____ It was moved by Commissioner _____ and duly seconded by Commissioner _____ to accept, upon recommendation of the County's Transportation Division and Director of the Public Works and Development Department, the **Path Easement Agreement** for the Valentia Street Pedestrian Access Project, granted by Mali Reddy and Syama Reddy, granting an interest in the following real property:

LEGAL DESCRIPTION –:

A Path Easement being a portion of that certain parcel of land described in Reception No. A5120225, Arapahoe County Records, (A.C.R.), lying within the Northeast Quarter (NE1/4) of Section 21, Township 4 South, Range 67 West of the Sixth Principal Meridian, Arapahoe County, Colorado, more particularly described as follows:

COMMENCING at the southeasterly corner of said Reception No. A5120225, A.C.R., said point being on the westerly right-of-way line of S. Valentia Street.

THENCE northerly along the easterly line of said Reception No. A5120225, and said westerly right-of-way line, a distance of 77.26 feet to the POINT OF BEGINNING;

THENCE leaving said easterly line and said westerly right-of-way line, Northwesterly, a distance of 42.53 feet to the southerly line of Book 5549, Page 750, A.C.R., also being the southerly right-of-way line of E. Mississippi Avenue;

THENCE along said southerly lines, a distance of 30.00 feet to the northeasterly corner of said Reception No. A5120225, being on said westerly right-of-way of S. Valentia Street;

THENCE leaving said southerly lines, along said easterly line of Reception No. A5120225, and said westerly right-of-way line, a distance of 30.00 feet, to the POINT OF BEGINNING.

Containing 0.010 acres, or 450 square feet of land, more or less.

The Path Easement Agreement shall be used in connection with Arapahoe County Case No. C14-024, Valentia Street Pedestrian Access Project, and accepted for the easement purposes expressed in the instrument.

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

Authorization is hereby given to the Director of the Department of Public Works and Development to execute the subject easements on behalf of the Board of County Commissioners.

The vote was:

Commissioner Conti, [yes, no, or Absent and Excused]; Commissioner Baker, [yes, no, or Absent and Excused]; Commissioner Jackson, [yes, no, or Absent and Excused]; Commissioner Sharpe, [yes, no, or Absent and Excused]; Commissioner Holen, [yes, no, or Absent and Excused].

The [Chair or Chair Pro-Tem] declared the motion carried and so ordered.



Board Summary Report

Date: September 14, 2017

To: Board of County Commissioners

Through: Cheryl Ternes, Human Services Director

From: Martha Lovato, Operations Division Manager

Subject: Intergovernmental Agreement (IGA) between Arapahoe and Adams County Human Services Departments

Direction/Information: The Arapahoe County Department of Human Services is seeking direction from the BoCC.

Request and Recommendation

The Arapahoe County Department of Human Services requests the Board of County Commissioners approval to enter into an Intergovernmental Agreement (IGA) between Arapahoe County Department of Human Services and the Adams County Human Services Department in the event of a disaster and full closure of either county office occurs. The IGA would allow either county to serve as a Host or a Guest, and the counties would collaborate to address the needs of staff in order to continue with the delivery of necessary services to citizens provided by the respective human services department.

Background

The Arapahoe and Adams Human Services Departments recognize that a plan to reinstate service delivery to the constituents of each county needs to be in place. Both counties have a desire to enter into an Intergovernmental Agreement (IGA) either as a Host or Guest, outlining the specifics of the plan, should it need to be activated.

Links to Align Arapahoe

Links to Align Arapahoe are Service First and Fiscal Responsibility. By entering into the IGA, the Counties will be able to become operational post disaster at a faster rate which will allow for a quicker response to customer/client need and service delivery as required by the Colorado State Department of Human Services. Also, the Counties have agreed that no exchange of funds in advance of activation of support requirements will take place. The Guest will be responsible for reimbursing the Host for reasonable costs (if any) associated with the actual plan activation.

Discussion

The agreement between the Counties is to provide alternate workspace for up to 50 essential personnel, in the event the Guests' essential/critical functions are affected as a result of an emergency/disaster at either County's building location. The expected time period the Guest would work out of the Host's location is expected to be at least 14 days but less than 30 days during which time the Guest will seek to

acquire a more permanent facility, return to their original facility or negotiate extended support from the Host. The Guest may need to share workspace with the Host personnel in order to support the Guests' essential/critical functions. The Guest will work immediately with the Information Technology Department in order to gain access to equipment/systems/applications within a 72 hour timeframe.

Alternatives

At this point in time, in the event of an emergency/disaster, Arapahoe County Department of Human Services has a COOP Plan in place. If either the CentrePoint or Arapahoe Plaza buildings were damaged and unable to occupy, the department would attempt to relocate essential staff/personnel to the non-affected building. There are also other access areas/buildings within the County that may be able to be utilized, if needed. It would however, be beneficial to Arapahoe County to have a formal agreement with a partner agency in the event that other buildings within Arapahoe were also affected by the emergency/disaster and were unable to be utilized.

Fiscal Impact

If the IGA is approved, no exchange of funds in advance of activation of support requirements will take place. The Guest would be responsible for reimbursing the Host for reasonable costs (if any) associated with the actual plan activation. Such costs are to be limited to extraordinary expenses of the Host such as supplies, equipment, personnel costs above normal salaries and benefits, security and utilities. Should Arapahoe County not enter into the IGA, there's a likelihood of higher costs to be paid if alternative space within the community needs to be acquired.

Concurrence

The Adams County Human Services Department and Commissioners are in support of this IGA.

Reviewed By:

Janet Kennedy, Finance Department Director
Michael Valentine, Deputy County Attorney
Suzanna Dobbins, Human Services Finance Division Manager
David Bessen, Information Technology Director

RESOLUTION NO. It was moved by Commissioner _____ and seconded by Commissioner _____ to authorize the Chair of the Board of County Commissioners to sign the Intergovernmental Agreement (IGA) between Arapahoe County Department of Human Services and Adams County Human Services Department regarding the sharing of space, services and equipment in the event of a disaster and full closure of either party's offices. 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: September 28, 2017

To: Board of County Commissioners

Through: Dave Schmit, PWD Director

From: Joe Richards, PWD Building Division Manager

Subject: Board approval to increase Building Division Fees, to begin charging an administrative fee of collect and distribute funds for other agencies, to participate in the MHIP program (DOLA) which will cover manufactured and modular homes, including establishing a new permitting and fee schedule for manufactured home inspections.

Request and Recommendation

The Board is requested to adopt a Resolution to: (1). update the valuation for construction building types to the 2017 ICC published version; (2) adjust hourly fees for re-inspection from \$47 per hour to \$75 per hour with the same cumulative structure; (3). adjust hourly fees for re-review of plans from \$50 per hour to \$85 per hour; (4). in accordance with the County Building Division's recent certification under the state Manufactured Home Inspection Program, add manufactured home inspection fees to the permit fee schedule in the amount of the State approved fees for Participating Jurisdictions which are \$200 for a single-wide manufactured home, \$400 for a double-wide manufactured home or modular home, \$200 for each additional section, and a re-inspection fee of \$200 per inspection, plus the cost of placard of \$60 per unit; and (5). add an administrative service charge for fees collected through the building permit process on behalf of Open Space.

Background:

In July the PWD staff made a presentation to the Board of County Commissioners outlining the increased development activity being experienced and the impacts of the increased workload. At that time we also reviewed a number of budget packages proposed to increase resources to help maintain our level of service. In addition, we reviewed our current fee structures for building permit fees and proposed increases. These proposed increases would result in our revenue more closely matching the expenses of providing these development related services so that the general fund would not be supplementing those activities.

The Board agreed with our recommendations and gave direction to notify and engage those who would be impacted and come back to the Board for formal action. We have since notified the Home Builders Association of our proposal along with the major home builders who are

currently active in the County. We also provided notice to the Arapahoe Development Services Coordinating Committee (ADSCC) and held a meeting on September 13, 2017 to hear any concerns.

No objections were made at this meeting and, in fact, the comments were all positive. Moreover, the Home Builders' Association did not communicate any significant objections. In addition, over the last six months, Building Division staff have had verbal communications with the local contractors to notify them of the proposed fee increases.

Links to Align Arapahoe

Service First: Updating the County's building permit fees schedule will allow for more effective operations by the Building Division and result in faster and higher quality service for Arapahoe County residents.

Fiscal Responsibility: Updating the County's building permit fees will enable the Building Division to more closely fund the cost of the services it provides through the fees collected and as such will relieve the stress on the General Fund.

Performance Based: Updating the County's building permit fees will help PWD balance the systems it uses to function at a greater level there by adding the final piece of the Align Arapahoe foundation Quality of Life.

Discussion

The Arapahoe County Building Division currently uses the 1997 Uniform Building Code (UBC) valuation table as a basis for our fees. Public Works and Development is recommending that we revise and update the permit valuation tables to conform to the 2017 International Code Council valuation schedule and to include hourly rate revisions for re-inspection and re-plan review time. This will allow our fee revenue, which will be used to pay for development related services, to more closely match the expense of providing those services. Our attached presentation shows that our neighboring Counties and Cities all use the 2017 valuation table and/or have a use tax.

In addition to the 2017 valuation table, Public Works and Development is proposing to increase the re-inspection fee hourly rate from \$42 to \$75 and the plan re-review fee hourly rate from \$50 to \$85. These rates, likewise, will allow Building Division revenue to more closely match the actual cost of providing the services and are in line with neighboring jurisdictions.

Also, the Building Division collects, tracks and disperses fees for both Open Space and Cherry Creek Basin Water Quality Authority. The County has an intergovernmental agreement (IGA) with the Authority for collection of its fees at building permit. Under that IGA and by statute, the County already collects a 1% administrative charge on the fees collected on behalf of the Authority. Public Works and Development would like to also recoup the costs of collection of Open Space fees through an administrative service charge. Open Space and Public Works and Development have discussed and agreed to a 5% administrative service charge to fund the costs

of collecting the Open Space fees. This 5% service charge is expected to net approximately \$10,000 per year.

Finally, the Building Division has also obtained State Certification to add a Manufactured Home Inspection Program (MHIP). This will allow the Building Division to facilitate a higher quality of work and verify the proper installation of manufactured homes by construction companies and will result in the protection of the citizens of Arapahoe County and the County itself. For this MHIP inspections, Public Works and Development is recommending adoption of the fee schedule set by the State, which is:

- a. \$ 200.00 plus \$60.00 Insignia fee for a single wide manufactured home.
- b. \$ 400.00 plus \$60.00 Insignia fee for a double wide manufactured or modular home.
- c. \$ 200.00 for each additional section of modular home added.
- d. \$ 200.00 re-inspection fee for correction notices written.

As noted in the attached presentation, if all recommendations are approved and implemented Public Works and Development expects that our total land development revenue and expenditures to be \$4,154,000 and \$4,322,000 respectively.

We are proposing to make all changes effective January 1, 2018 to allow plenty of notice to everyone affected.

The proposed new valuation table, valuation comparison table, and the proposed new re-inspection and re-plan review fees along with other jurisdiction comparisons are all attached to this report for the Board's information.

Proposed new base valuation table:

| Group (2015 International Building Code) | IA | IB | IIA | IIB | IIIA | IIIB | IV | VA | VB |
|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| A-1 Assembly, theaters, with stage | 229.26 | 221.37 | 216.01 | 207.16 | 194.94 | 189.29 | 200.61 | 178.00 | 171.48 |
| A-1 Assembly, theaters, without stage | 210.11 | 202.22 | 196.86 | 188.01 | 175.94 | 170.29 | 181.46 | 158.99 | 152.48 |
| A-2 Assembly, nightclubs | 179.28 | 174.08 | 169.68 | 162.81 | 153.48 | 149.24 | 157.08 | 138.97 | 134.26 |
| A-2 Assembly, restaurants, bars, banquet halls | 178.28 | 173.08 | 167.68 | 161.81 | 151.48 | 148.24 | 156.08 | 136.97 | 133.26 |
| A-3 Assembly, churches | 212.12 | 204.22 | 198.87 | 190.01 | 178.14 | 172.49 | 183.47 | 161.20 | 154.68 |
| A-3 Assembly, general, community halls, libraries, museums | 176.94 | 169.04 | 162.69 | 154.83 | 141.96 | 137.30 | 148.28 | 125.01 | 119.50 |
| A-4 Assembly, arenas | 209.11 | 201.22 | 194.86 | 187.01 | 173.94 | 169.29 | 180.46 | 156.99 | 151.48 |
| B Business | 182.98 | 176.21 | 170.40 | 161.91 | 147.69 | 142.14 | 155.55 | 129.66 | 123.97 |
| E Educational | 194.27 | 187.38 | 182.00 | 173.88 | 162.37 | 154.12 | 167.88 | 141.89 | 137.57 |
| F-1 Factory and industrial, moderate hazard | 109.64 | 104.60 | 98.57 | 94.77 | 85.03 | 81.17 | 90.78 | 71.30 | 66.75 |
| F-2 Factory and industrial, low hazard | 108.64 | 103.60 | 98.57 | 93.77 | 85.03 | 80.17 | 89.78 | 71.30 | 65.75 |
| H-1 High Hazard, explosives | 102.63 | 97.58 | 92.55 | 87.75 | 79.22 | 74.36 | 83.76 | 65.48 | 0.00 |
| H234 High Hazard | 102.63 | 97.58 | 92.55 | 87.75 | 79.22 | 74.36 | 83.76 | 65.48 | 59.94 |
| H-5 HPM | 182.98 | 176.21 | 170.40 | 161.91 | 147.69 | 142.14 | 155.55 | 129.66 | 123.97 |
| I-1 Institutional, supervised environment | 183.95 | 177.72 | 172.57 | 165.30 | 152.29 | 148.15 | 165.39 | 136.43 | 132.19 |
| I-2 Institutional, hospitals | 307.93 | 301.16 | 295.35 | 286.86 | 271.68 | 0.00 | 280.50 | 253.65 | 0.00 |
| I-2 Institutional, nursing homes | 213.36 | 206.59 | 200.78 | 192.29 | 179.07 | 0.00 | 185.93 | 161.04 | 0.00 |
| I-3 Institutional, restrained | 208.19 | 201.43 | 195.62 | 187.12 | 174.39 | 167.85 | 180.76 | 156.37 | 148.68 |
| I-4 Institutional, day care facilities | 183.95 | 177.72 | 172.57 | 165.30 | 152.29 | 148.15 | 165.39 | 136.43 | 132.19 |
| M Mercantile | 133.57 | 128.37 | 122.97 | 117.10 | 107.27 | 104.03 | 111.38 | 92.75 | 89.05 |
| R-1 Residential, hotels | 185.63 | 179.39 | 174.24 | 166.97 | 153.72 | 149.58 | 167.06 | 137.86 | 133.61 |
| R-2 Residential, multiple family | 155.74 | 149.50 | 144.35 | 137.09 | 124.57 | 120.43 | 137.17 | 108.71 | 104.47 |
| R-3 Residential, one- and two-family | 145.23 | 141.28 | 137.64 | 134.18 | 129.27 | 125.87 | 131.94 | 120.96 | 113.85 |
| R-4 Residential, care/assisted living facilities | 183.95 | 177.72 | 172.57 | 165.30 | 152.29 | 148.15 | 165.39 | 136.43 | 132.19 |
| S-1 Storage, moderate hazard | 101.63 | 96.58 | 90.55 | 86.75 | 77.22 | 73.36 | 82.76 | 63.48 | 58.94 |
| S-2 Storage, low hazard | 100.63 | 95.58 | 90.55 | 85.75 | 77.22 | 72.36 | 81.76 | 63.48 | 57.94 |
| U Utility, miscellaneous | 78.63 | 74.24 | 69.76 | 66.20 | 59.84 | 55.88 | 63.23 | 47.31 | 45.09 |

Reviewed By:

Joe Richards, Building Division Manager

David M. Schmit, P.E. PWD Director

Todd Weaver, Finance Department

Bob Hill, County Attorney's Office

Shannon Carter, Open Space and Governmental Relations

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

WHEREAS, the Arapahoe County Board of County Commissioners have adopted a Building Code for the unincorporated territory of Arapahoe County and has adopted certain fees for building permits, plan reviews, and inspections to fund the cost of such services; and

WHEREAS, the building permit valuation, plan review and inspection fees have not been updated since 1997;

WHEREAS, these current amounts for these fees do not adequately fund the cost of providing the services and are below the amounts charged by neighboring jurisdictions for similar services; and

WHEREAS, the County Building Department is now certified to participate as an inspector of Manufactured Homes in accordance with the State of Colorado Manufactured Home Inspection Program (MHIP) and accordingly will now inspect manufactured home installations within the unincorporated territory of the County; and

WHEREAS, the inspections of Manufactured Homes pursuant to the MHIP will require funding to provide the services and as such it is necessary to adopt reasonable fees to fund the cost of providing those services; and

WHEREAS, as stated in the record of this action, the County Building Official has recommended an updated schedule of fees with increases to necessary to adequately fund the cost of the services and to bring the County's fee schedule in line with what other jurisdictions charge and the current prices indices; and

WHEREAS, as stated in the record of this action, the Building Official has recommended a schedule of fees for funding the MHIP inspections

WHEREAS, the Board finds that the Building Official's proposed adjusted building permit, plan review and inspection fees schedule and the proposed MHIP inspection fees are reasonable and appropriate, and will more closely fund the cost of providing these building permit, plan review, and inspection services required under the County Building Code and the MHIP; and

WHEREAS, the County Building Division collects certain fees on behalf of the Cherry Creek Basin Authority and the Arapahoe County Open Space Department; and

WHEREAS, the County incurs an administrative cost in providing for which it is not currently reimbursed; and

WHEREAS, the Board finds that an administrative service charge in the amount of 5% for Open Space is an appropriate and reasonable amount that necessary to cover the costs of the fee collections services; and

WHEREAS, Arapahoe County has an intergovernmental agreement with Cherry Creek Basin Authority which contemplate an administrative service charge by the County in the amount of 1% for collection of Basin fees.

NOW, THEREFORE, the Board of County Commissioners of Arapahoe County, Colorado hereby resolves as follows:

1. That the following schedule of fees for valuations for building permits is hereby adopted:

Proposed new base valuation table

| Group (2015 International Building Code) | IA | IB | IIA | IIB | IIIA | IIIB | IV | VA | VB |
|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| A-1 Assembly, theaters, with stage | 229.26 | 221.37 | 216.01 | 207.16 | 194.94 | 189.29 | 200.61 | 178.00 | 171.48 |
| A-1 Assembly, theaters, without stage | 210.11 | 202.22 | 196.86 | 188.01 | 175.94 | 170.29 | 181.46 | 158.99 | 152.48 |
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| A-3 Assembly, churches | 212.12 | 204.22 | 198.87 | 190.01 | 178.14 | 172.49 | 183.47 | 161.20 | 154.68 |
| A-3 Assembly, general, community halls, libraries, museums | 176.94 | 169.04 | 162.69 | 154.83 | 141.96 | 137.30 | 148.28 | 125.01 | 119.50 |
| A-4 Assembly, arenas | 209.11 | 201.22 | 194.86 | 187.01 | 173.94 | 169.29 | 180.46 | 156.99 | 151.48 |
| B Business | 182.98 | 176.21 | 170.40 | 161.91 | 147.69 | 142.14 | 155.55 | 129.66 | 123.97 |
| E Educational | 194.27 | 187.38 | 182.00 | 173.88 | 162.37 | 154.12 | 167.88 | 141.89 | 137.57 |
| F-1 Factory and industrial, moderate hazard | 109.64 | 104.60 | 98.57 | 94.77 | 85.03 | 81.17 | 90.78 | 71.30 | 66.75 |
| F-2 Factory and industrial, low hazard | 108.64 | 103.60 | 98.57 | 93.77 | 85.03 | 80.17 | 89.78 | 71.30 | 65.75 |
| H-1 High Hazard, explosives | 102.63 | 97.58 | 92.55 | 87.75 | 79.22 | 74.36 | 83.76 | 65.48 | 0.00 |
| H234 High Hazard | 102.63 | 97.58 | 92.55 | 87.75 | 79.22 | 74.36 | 83.76 | 65.48 | 59.94 |
| H-5 HPM | 182.98 | 176.21 | 170.40 | 161.91 | 147.69 | 142.14 | 155.55 | 129.66 | 123.97 |
| I-1 Institutional, supervised environment | 183.95 | 177.72 | 172.57 | 165.30 | 152.29 | 148.15 | 165.39 | 136.43 | 132.19 |
| I-2 Institutional, hospitals | 307.93 | 301.16 | 295.35 | 286.86 | 271.68 | 0.00 | 280.50 | 253.65 | 0.00 |
| I-2 Institutional, nursing homes | 213.36 | 206.59 | 200.78 | 192.29 | 179.07 | 0.00 | 185.93 | 161.04 | 0.00 |
| I-3 Institutional, restrained | 208.19 | 201.43 | 195.62 | 187.12 | 174.39 | 167.85 | 180.76 | 156.37 | 148.68 |
| I-4 Institutional, day care facilities | 183.95 | 177.72 | 172.57 | 165.30 | 152.29 | 148.15 | 165.39 | 136.43 | 132.19 |
| M Mercantile | 133.57 | 128.37 | 122.97 | 117.10 | 107.27 | 104.03 | 111.38 | 92.75 | 89.05 |
| R-1 Residential, hotels | 185.63 | 179.39 | 174.24 | 166.97 | 153.72 | 149.58 | 167.06 | 137.86 | 133.61 |
| R-2 Residential, multiple family | 155.74 | 149.50 | 144.35 | 137.09 | 124.57 | 120.43 | 137.17 | 108.71 | 104.47 |
| R-3 Residential, one- and two-family | 145.23 | 141.28 | 137.64 | 134.18 | 129.27 | 125.87 | 131.94 | 120.96 | 113.85 |
| R-4 Residential, care/assisted living facilities | 183.95 | 177.72 | 172.57 | 165.30 | 152.29 | 148.15 | 165.39 | 136.43 | 132.19 |
| S-1 Storage, moderate hazard | 101.63 | 96.58 | 90.55 | 86.75 | 77.22 | 73.36 | 82.76 | 63.48 | 58.94 |
| S-2 Storage, low hazard | 100.63 | 95.58 | 90.55 | 85.75 | 77.22 | 72.36 | 81.76 | 63.48 | 57.94 |
| U Utility, miscellaneous | 78.63 | 74.24 | 69.76 | 66.20 | 59.84 | 55.88 | 63.23 | 47.31 | 45.09 |

2. That the following schedule of fees for plan re-reviews is hereby adopted:

- a. \$85.00 per hour with a one hour minimum.

3. That the following schedule of fees for re-inspection of permitted corrections:

- a. \$75.00 per hour with the rate doubling each time the same inspection fails.

4. That the following schedule of fees for MHIP inspections is hereby adopted:

- a. \$ 200.00 plus \$60.00 Insignia fee for a single wide manufactured home.

- b. \$ 400.00 plus \$60.00 Insignia fee for a double wide manufactured or modular home.
 - c. \$ 200.00 for each additional section of modular home added.
 - d. \$ 200.00 re-inspection fee for correction notices written.
5. That an administrative service charge in the amount of 5% is hereby adopted and will be charged for the collection of fees by the Building Division for Open Space.
6. That the County Attorney, with the concurrence of the Building Official, is authorized to make appropriate modifications to this Resolution 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 in the adoption of these updates to the County building permit fees.

The vote was:

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

The Chair declared the motion carried and so ordered.

PW&D Development Services:
Workload
Resource Needs
Revenue Opportunity

Overview of this Presentation

- **Part 1: 2018 Development Services Budget**

- Background: 2010 Operational Assessment
- Recent development activity
- Expected 2018 revenue budget increases
- Efficiency Efforts
- Resource needs

- **Part 2: Building Revenue Increases**

- Re-inspection and Re-Plan Review Fee
- Contractor licensing
- Updating valuations on which inspection fees are based

Part 1: 2018 Development Services Budget

2010 PWD Operational Assessment

- **Process**

- BOCC requested a review of PW&D operations in 2010
- Contracted with Woolpert to conduct review – using standardized methods they had used with 75 agencies

- **Findings**

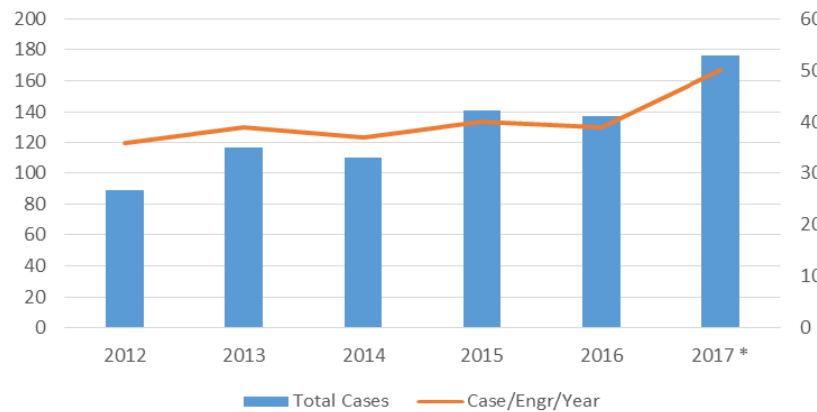
- Before their recommendations were implemented, PW&D was in top 10% of organizations they had reviewed
- They provided staffing reduction recommendations that would make us “world class” efficient
- In the 5 PWD Lima Divisions (General Fund Divisions) that was 7 FTE's

- **Results**

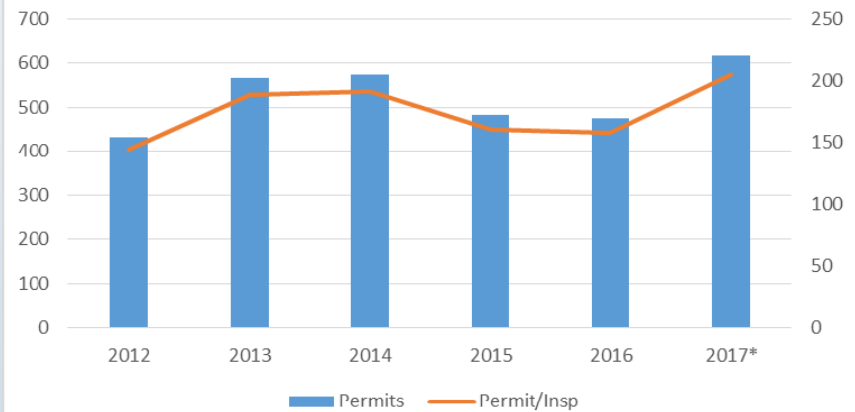
- We are currently 6.5 FTE's below 2010 level
- Development activity has increased since then

Development Services Workload Increases 2012-2017

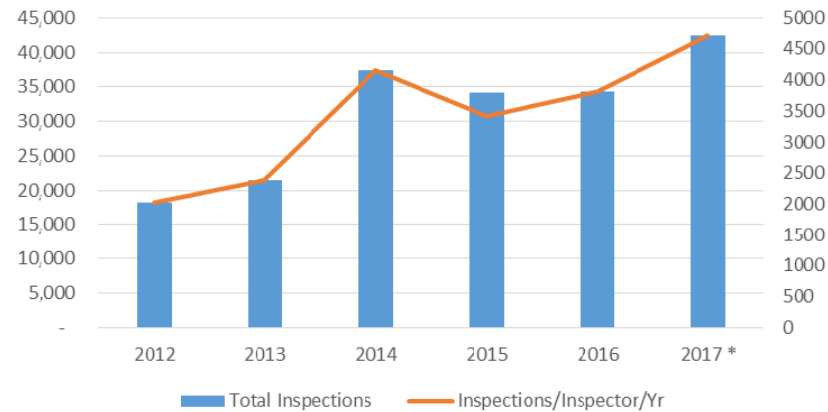
Engineering Land Use and Utility Case Workload



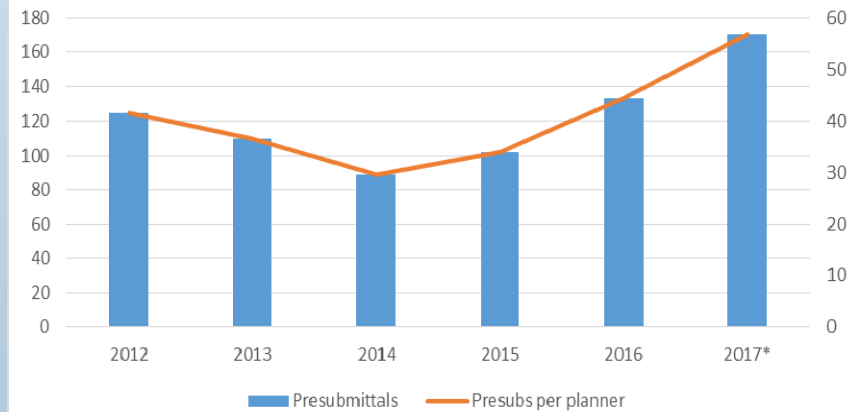
Engr. Inspector Workload



Building Division Inspection Workload



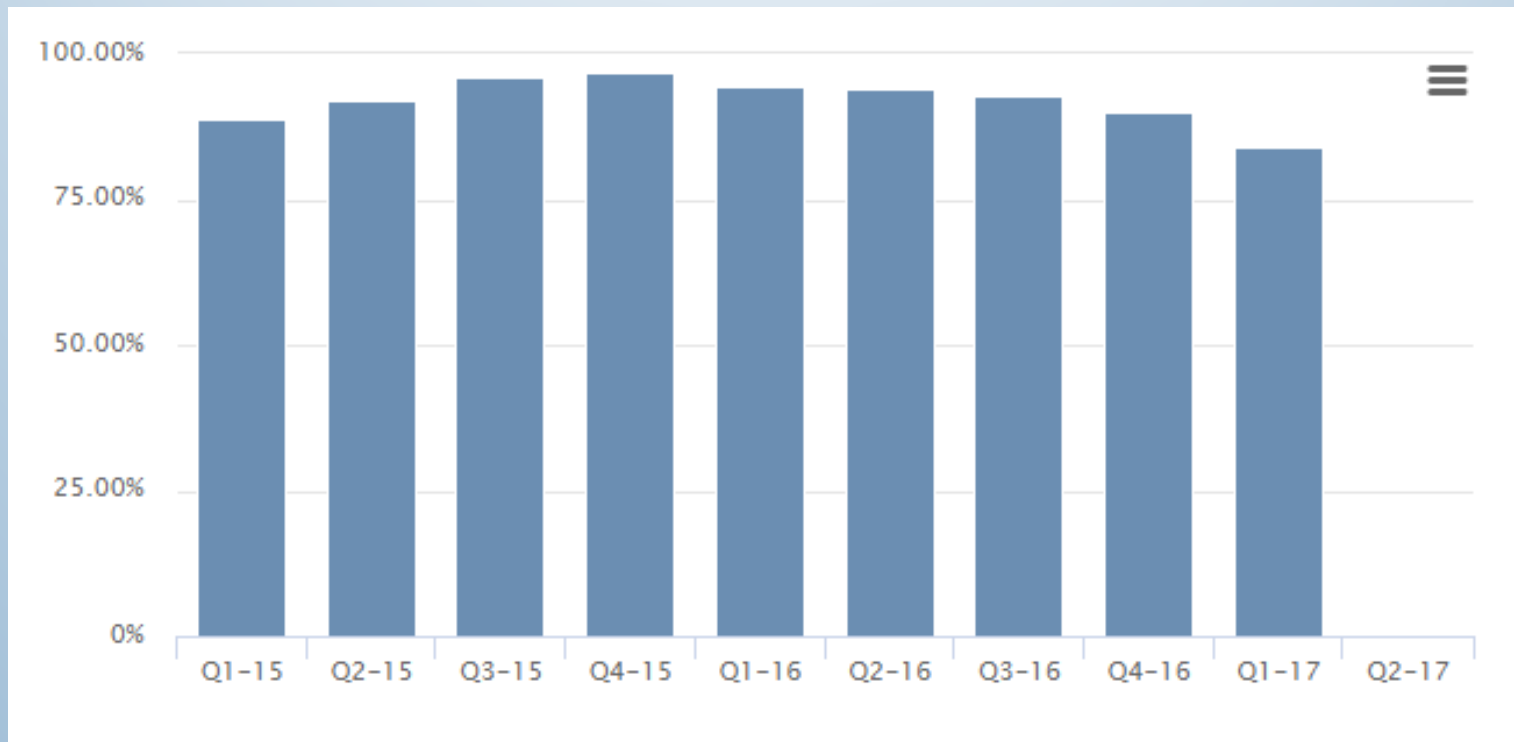
Planning Presubmittal Workload



Impacts of Workload Increases - Timeliness

As reported on the Align Arapahoe scorecard, we have seen our ability to meet deadlines erode

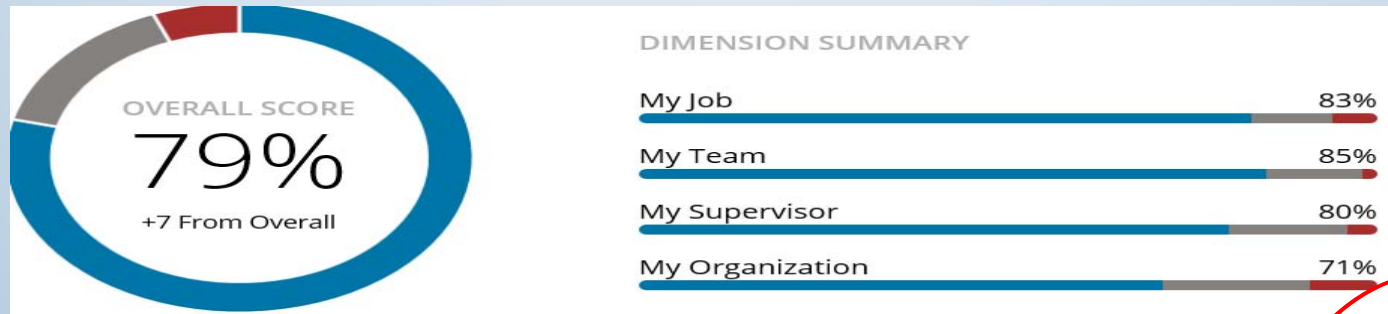
PWD's Development Services Composite Timeliness %



Impacts of Workload Increases – 2016 Employee Engagement Survey

Overall strong Employee Engagement results, but workloads stresses in Development

Overall PWD Results



| Question | % Favorable | 2014 Score Delta | Company Norm Delta |
|---|-------------|------------------|--------------------|
| Planning Division | | | |
| 1. I have the tools and resources I need to do my job well. | 63% 13% 25% | -17 | -17 |
| Building Division | | | |
| 1. I have the tools and resources I need to do my job well. | 50% 25% 25% | -17 | -30 |

9/29/2017

PWD Development Services

Expected 2018 Revenue Budget Increases

Development Services

We plan to increase our 2018 Development Services revenue budget by nearly \$400k

| Division | 2016 Actual | 2017 Bdg | 2018 Bdg | Increase |
|-------------|-------------|-------------|-------------|-----------|
| Engineering | \$508,000 | \$448,000 | \$500,000 | \$42,000 |
| Planning | \$550,000 | \$206,000 | \$400,000 | \$194,000 |
| Building | \$1,928,000 | \$2,193,000 | \$2,330,000 | \$137,000 |
| Total | \$2,986,000 | \$2,847,000 | \$3,230,000 | \$373,000 |

Note: Building Div revenue increases does not include proposed increases due to fee restructuring discussed below

Recent PWD Internal Efficiency Efforts

- **Building Division**

- Multiple certifications for inspectors for more efficient scheduling – field training phase
- 3rd-party inspections to manage workload

- **Planning / Engineering Divisions**

- Combining Animal Control and Zoning supervisor positions, freeing up 1 FTE
- Land Development Code revisions to streamline processes
- Implementation of electronic plan review
- Accela automation to automate some manual processes and provide better metrics

These efforts have helped reduce the need for additional resources

Expected 2018 Budget Package Requests - Development Services

| | |
|---|-----------|
| • Building : Inspector – 1.0 FTE | \$ 77,000 |
| • Building : Certifications for multi-functional positions | \$ 15,000 |
| • Engineering : Inspector – Temporary salaries | \$ 15,000 |
| • Engineering : Engineer – 1.0 FTE | \$ 86,000 |
| • Planning : Planner I – 0 FTE* | \$ 0 |
| • Planning : Temporary salaries | \$ 40,000 |
| | ----- |
| • Total | \$233,000 |
| | ===== |

* Will not need a new FTE, since a position is being freed up through the combining of the Animal Control Supervisor and Zoning Administrator positions

Part 2:

Building Revenue Increases

Recommended Changes To Increase Revenue

Building Division

- Building fees have not been increased since 1997 (20 years)
- Costs (salaries, etc) have increased over time
- General Fund absorbs the difference
- Recommended Changes
 - Increase Re-inspection & Plan Re-review Fees
 - Increase construction valuations on which fees are based
 - Institute Contractor Licensing Program with licensing fee
 - Institute standard administrative charge for agency fee processing

Increase Re-inspection and Plan Re-review Fees

- Current adopted rates not covering costs
- 2016 BOCC Building Code Amendment Resolution allows for charging “total hourly costs... including overhead, equipment...”
- Recommendation – start charging full costs

| Jurisdiction | Re-inspection Fee | Plan Re-review Fee |
|---------------------------------|----------------------------|----------------------|
| Arapahoe County Current | \$42/hour | \$50/hour |
| Arapahoe County Proposed | \$75/hour | \$85/hour |
| Douglas County 1) | \$47/hour | \$47/hour |
| Adams County | \$75/hour | \$100/hour |
| Aurora | \$122/hour | \$122/hour |
| Centennial | \$55-\$125/hour + overhead | \$55/hour + overhead |

1) Douglas County has Use Tax that helps offset lower hourly rates

Increase Construction Valuations used to Determine Permit Fees

- Currently based on 1997 UBC construction costs
 - 2017 ICC construction costs – 100% higher
 - Typical residential construction 1997 UBC - \$62/SF
 - Typical residential construction 2017 ICC - \$112/SF

| Jurisdiction | Valuation Basis | Use Tax |
|------------------------|---|-----------|
| Arapahoe County | 1997 UBC valuation schedule (predecessor to ICC) | No |
| Douglas County | 2017 International Code Council valuation schedule | Yes |
| Adams County | 2017 International Code Council valuation schedule | No |
| Aurora | 2017 International Code Council valuation schedule | Yes |
| Centennial | 1997 UBC valuation schedule | Yes |

All adjacent jurisdictions use either the most recent valuation schedule and/or have a Use Tax that increases overall revenue

Implement Contractor Licensing Program

- Currently we do not require contractors to obtain licenses for working in unincorporated Arapahoe County
- It is a common practice to license contractors
 - Provides County ability to suspend or revoke license, giving some control over contractors' actions
- Two recommendations:
 - Start a contractor licensing program
 - Institute a contractor license fee

| Jurisdiction | Contractor Licensing Program? | Licensing Fee? | General Contractor License Fee | Subcontractor License Fee |
|------------------------------------|-------------------------------|----------------|--------------------------------|---------------------------|
| Arapahoe County Current | No | | | |
| Arapahoe County Recommended | Yes | Yes | \$150 | \$75 |
| Douglas County | Yes | Yes | Currently Waived | Currently Waived |
| Adams County | Yes | No | | |
| Aurora | Yes | Yes | \$300 + Fee | \$100 + Fee |
| Centennial | Yes | Yes | \$150/\$250 + Fee | \$75/\$100 + Fee |

Administrative Charge for Agency Fee Processing

- Currently collect fees for other agencies for little or no compensation
- The cost of processing is borne by ACG General Fund
- Recommend charging 5% processing fee

| Entity | Current Processing Fee | Proposed Fee | Revenue Generated from Proposed Fee |
|--------------|------------------------|--------------|-------------------------------------|
| E-470 | 0% | 5% | \$ 3,500 |
| Open Spaces | 0% | 5% | \$10,000 |
| Cherry Creek | 1% | 5% | \$ 2,500 |
| Total | | | \$16,000 |

Building Fee Changes - Revenue Impact

If all building revenue recommendations are approved, additional revenue generated estimated at:

| | |
|--|------------|
| • Increase re-inspection and re-plan review fees | \$ 87,000 |
| • Increase valuations from 1997 to 2015 ICC levels | \$ 676,000 |
| • Institute contractor licensing fees | \$ 155,000 |
| • Institute admin charge for agency fee processing | \$ 16,000 |
| | ----- |
| TOTAL | \$ 934,000 |
| | ===== |

Fiscal Impact of All Recommendations

Net General Fund revenue increase if all Part 1 Dev Svcs packages and Part 2 Building recommended changes approved

Development Services Group 2018 Budget Package request (estimated)

| | |
|---|-----------|
| Revenue Budget Packages | \$373,000 |
| Expenditure Budget Packages | \$233,000 |
| | ----- |
| Total General Fund impact – Revenue less Expenditures | \$140,000 |
| | ===== |

Estimated revenue from recommended Building Division changes:

| | |
|--|-----------|
| Institute contractor licensing programs and charge fees | \$ 87,000 |
| Increase re-inspection and plan re-review fees to cover costs | \$155,000 |
| Increase building valuations to 2017 ICC building cost schedule | \$676,000 |
| Charge 5% administrative fee for processing Open Space/E-470/Cherry Creek fees | \$ 16,000 |
| | ----- |
| Total | \$934,000 |
| | ===== |

Covering the Cost of Development Services

Assuming a 15% overhead rate (to cover department and County administrative costs) on top of direct development-related expenditures in all three Development Services Divisions, if all revenue and expenditure recommendations are approved, total development-related revenue will still be less than the total costs of development services.

| Estimated 2018 Revenue | Estimated 2018 Costs including Overhead | Difference (costs greater than revenue) |
|------------------------|---|---|
| \$4,154,000 | \$4,332,000 | (\$178,000) |

Estimated 2018 costs do not include 2018 salary/benefit increases

Recommendations/Requests

- Authorization now for Building Inspector position
- Consideration through the Executive Budget Committee for other requests
- Public outreach (ADSCC) for Building fee increases



Board Summary Report

Date: June 30, 2017

To: Board of County Commissioners

Through: Dave Schmit, Director, Public Works & Development

From: Joe Richards, PW&D Building Division Manager
Jan Yeckes, PW&D Planning Division Manager
Chuck Haskins, PW&D Engineering Services Division Manager

Subject: PW&D Development Services Workload, Revenue Opportunity, and Resource Needs

Request and Recommendation

We would like to update the Board on the impacts of recent increases in development activity on revenue projections and staffing needs. In addition, we would like to present recommendations for revenue increases related to building permitting and inspections.

Background

During the PW&D Director's Report to the BOCC in May, the Director discussed with the Board the challenges that are being faced by the Development Services Divisions of PW&D (Building, Engineering Services, Planning) due to increased development activity over the last several years. In this study session we would like to extend that discussion to include the expected 2018 budget impacts of the increase in development activity.

In addition, there are several building permitting and inspection fee areas where we believe we are not charging sufficient fees, or where we would like to make operational adjustments that might have a revenue impact.

These include:

1. Re-inspection and plan re-review fees remain at 1997 levels.
2. The building valuation table is still based on the 1997 UBC standards.
3. No contractor licensing system exists to protect the public interest.
4. Funds are collected for other agencies with minimal compensation for processing costs.

Links to Align Arapahoe

| | |
|---------------|---|
| Service First | Maintain excellent customer service to both Arapahoe County citizens and the development community. |
|---------------|---|

Fiscal Responsibility Maintain a balance between revenue collected and resource needs; and a balance between costs borne by Arapahoe County citizens (General Fund) and the development community.

Discussion

Development Services Group – Workload, Increased Revenue, and Resource needs

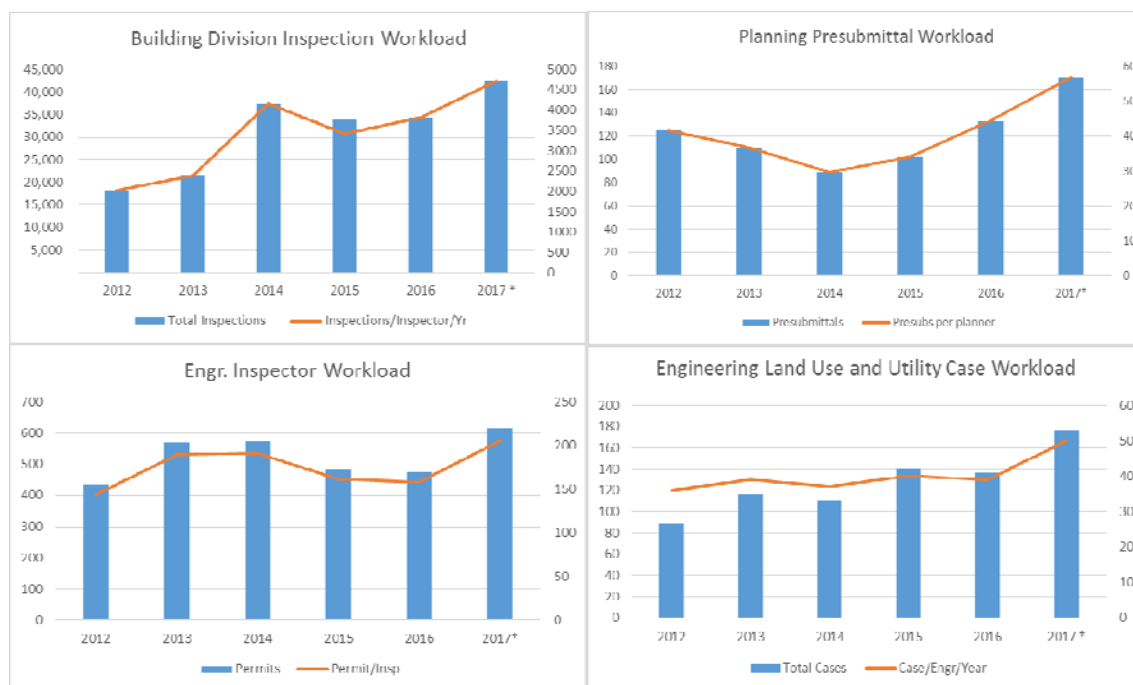
We have previously discussed with the Board the current high level of development activity in unincorporated Arapahoe County, and its impact on the workload of our Development Services Divisions (Building, Engineering, and Planning). We would like to extend that discussion to include the anticipated impacts of this high activity environment on our General Fund 2018 budget packages, both revenue and expenditure.

2010 Operational Assessment and Staffing Reductions

After the Public Works Centennial contract ended in 2008, in 2010 the Board requested that PW&D undergo an audit by consulting firm Woolpert, partly to determine appropriate staffing levels. As a result, by 2012 PW&D downsized staffing to a level Woolpert considered appropriate for a “world class” Public Works operation.

Recent Development Activity and Workload

Over the the past several years, the workload in our Development Services group has increased significantly (blue bars on graphs below). Without additional resources, the workload assigned to each staff has also increased significantly (orange line on graphs below).



In addition, there is significant additional work currently being generated for the Planning Division by the energy industry, both in the oil & gas and solar sectors.

The increased workload on existing staff, while we have been able to manage, has had a number of consequences:

- It has been harder to hit performance metrics on timeliness
- While our Employee Engagement Survey results were good, Development Services staff scored low on the item “I have enough resources to do my job”
- At some point staff burnout will become a factor
- High daily workload slows progress on improvement efforts such as Accela, recruiting/filling any open positions, and the Land Development Code update
- Higher risk of mistakes, degraded quality of work or service

Expected 2018 Revenue Budget Increases

This increase in development activity has been accompanied by an increase in General Fund revenue. Based on revenue through five months of 2017 we anticipate finishing the year \$365,000 over budget. For 2018 we are planning on increasing our revenue budget by \$373,000 over 2017 budget.

| Division | 2016 Actual | 2017 Budget | 2018 Budget | Budget Increase |
|-------------|-------------|-------------|-------------|-----------------|
| Engineering | \$508,000 | \$448,000 | \$500,000 | \$42,000 |
| Planning | \$550,000 | \$206,000 | \$400,000 | \$194,000 |
| Building | \$1,928,000 | \$2,193,000 | \$2,330,000 | \$137,000 |
| Total | \$2,986,000 | \$2,847,000 | \$3,230,000 | \$373,000 |

Efficiency Efforts to Help Mitigate Impact on Increased Workload

The Development Services Divisions have done a number of things to streamline operations in order to manage the current workload. These measures include:

Building Division

- Completing field training phase of inspector multiple certification project for more efficient inspection scheduling
- Utilizing 3rd party inspections to manage workload

Planning/Engineering Divisions

- Merging the Animal Control Supervisor and Zoning Administrator positions, to allow us to repurpose 1 FTE
- Working on Land Development Code revisions to streamline processes
- Implementing electronic plan review
- Automating manual processes via Accela Automation

Expected Resource Requests - 2018 Budget

To maintain our ability to manage the Development Services workload and maintain the level of service we provide to the citizens and development community of Arapahoe County, we need additional staff resources in all three Development Services divisions.

- Building Division - 1 additional Building Inspector position, and \$15k to obtain certifications required by multi-certified inspectors - \$92,000 total
- Engineering Division - additional temporary salaries for inspections - \$15,000
- Engineering Division – 1 additional Engineer for plan reviews - \$86,000
- Planning Division – 1 additional Planner, to be paid for by re-purposing the FTE created by combining the Zoning Administrator and Animal Control Supervisor positions - \$0
- Planning Division – temporary salaries for current and long-term planning needs - \$40,000

The total 2018 additional salary and related budget requests will be around \$233,000.

Building Division – Recommended Revenue Changes

Fees related to building permitting and inspections have not increased in 20 years, since 1997. An argument can be made for keeping fees low to encourage development in unincorporated Arapahoe County. At the same time, however, as our cost of providing services has increased over that time frame (salary increases, etc.), any cost increases that are not recovered through fees are passed on to citizens via the General Fund mill levy.

Fee increases already approved via BOCC Resolution, not yet implemented

On August 30, 2016 the Board approved via Resolution #16-0536 the adoption of the 2015 International Building Code and amendments. The resolution included language that allowed for the possibility of fee increases, but we have not yet implemented these increases. In order to cover more of our Development Services costs, we would like to implement these increases. Because they have a significant impact on the fees builders pay for permitting and inspections, even though the resolution has already been adopted, we would like to Board to confirm these increases. Specifically, we would like to:

Increase Re-inspection Fees and Plan Re-review Fees

Currently the charge for a re-inspection of a failed item is \$42/hour and review of revisions to plans is being charged at \$50/hour. These rates were set in 1997. Schedule 1-A “Building Permit Fees” of the Building Code Amendment which was part of Resolution #16-0536, when referring to re-inspection and plan re-review fees includes a footnote that says:

Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

The actual cost of a re-inspection including overhead is \$75/hour, and the cost of a plan re-review is \$85/hour. We would like to increase our re-inspection and plan re-review fees to these hourly rates.

| Jurisdiction | Re-inspection Fee | Plan Re-review Fee |
|---------------------------------|----------------------------|----------------------|
| Arapahoe County Current | \$42/hour | \$50/hour |
| Arapahoe County Proposed | \$75/hour | \$85/hour |
| Douglas County 1) | \$47/hour* | \$47/hour* |
| Adams County | \$75/hour | \$100/hour |
| Aurora | \$122/hour | \$122/hour |
| Centennial | \$55-\$125/hour + overhead | \$55/hour + overhead |

* Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

- 1) Douglas County has a Use Tax which helps offset the lower hourly rates they charge for building re-inspection and plan re-review fees

We estimate that this will generate \$155,000 in additional General Fund revenue from the builder community.

Increase Building Valuations on which fees are based

Building permit fees are determined by multiplying a permit fee rate by the valuation (i.e., cost) of the construction project. The Building valuation table that we are currently using is 20 years old, based on the 1997 UBC. Generally, other local jurisdictions, although they have not updated their permit fee rate, have kept current on the building valuation schedule that they multiply the permit fee rate by, to allow for the increased cost of construction over the past 20 years.

In the Building Code Amendment Resolution #16-0536 approved by the BOCC on August 30, 2016, language was included that allows the Building Official to update the Valuation part of the fee calculation based on Building Valuation Data published by the International Code Council (ICC).

The final building permit valuation shall be set by the Building Official. The Building Official may also utilize Valuation Data periodically published by the International Code Council as a guide for the determination of the minimum value or valuation under any of the provisions of this Code based upon the published adjusted annual average cost of construction.

Because Arapahoe County has not increased building valuations for the past 20 years, adopting the current ICC valuation data will approximately double the valuations against which we apply the permit fee rate. For example, the valuation increases for residential construction over the last 20 years is as follows:

1997 - \$62/square foot
2017- \$112/square foot

Following is a summary of the valuation data used by our neighboring jurisdictions. We have also noted whether or not the jurisdiction has a Use Tax in place. This is an important part of the overall cross-jurisdictional comparison of total fees collected for regulating building construction activities.

| Jurisdiction | Valuation Basis | Use Tax |
|------------------------|---|-----------|
| Arapahoe County | 1997 UBC valuation schedule (predecessor to ICC) | No |
| Douglas County | 2017 International Code Council valuation schedule | Yes |
| Adams County | 2017 International Code Council valuation schedule | No |
| Aurora | 2017 International Code Council valuation schedule | Yes |
| Centennial | 1997 UBC valuation schedule | Yes |

All adjacent jurisdictions are either using the most recent valuation schedule, or in the case of Centennial, have adopted a Use Tax that serves to increase their overall revenue from development.

Updating the building valuation schedule we use from 1997 to 2017 will generate \$676,000/year.

Building Division – Additional Proposals with Revenue Impact

There are two other areas that have not been previously discussed with the Board where we would like to make changes that will have a revenue impact.

Institute a Contractor Licensing Program

The Colorado State Legislature has granted counties the authority to establish contractor licensing programs. The County currently has no registry of contractors. The registry would identify qualified contractors and file their insurance certificates. This would provide a level of protection for the taxpayer against poor construction results. For example, if the Building Official found that there is cause to suspect danger to public health and safety, failure to comply with building codes, or performing work outside of the scope of the license he could suspend or revoke the contractor license.

Virtually all other local jurisdictions have contractor licensing programs. Most, but not all, jurisdictions charge fees for contractor licenses.

| Jurisdiction | Contractor Licensing Program? | Licensing Fee? | General Contractor License Fee | Subcontractor License Fee |
|------------------------------------|-------------------------------|----------------|--------------------------------|---------------------------|
| Arapahoe County Current | No | | | |
| Arapahoe County Recommended | Yes | Yes | \$150 | \$75 |
| Douglas County | Yes | Yes | Currently Waived | Currently Waived |
| Adams County | Yes | No | | |
| Aurora | Yes | Yes | \$300 + Fee | \$100 + Fee |
| Centennial | Yes | Yes | \$150/\$250 + Fee | \$75/\$100 + Fee |

We estimate that adopting this contractor licensing fee would generate \$87,000 per year.

Charge administrative fee for processing

Currently the Building Department is collecting fees for other agencies with little or no compensation for administrative costs. There is a cost borne by the Arapahoe County General Fund, in terms of staff time, to collect these fees. If we were to charge a small 5% processing fee, it would generate some revenue to help cover the cost of processing.

| Entity | Current Processing Fee | Proposed Fee | Revenue Generated from Proposed Fee |
|--------------|------------------------|--------------|-------------------------------------|
| E-470 | 0% | 5% | \$ 3,500 |
| Open Spaces | 0% | 5% | \$10,000 |
| Cherry Creek | 1% | 5% | \$ 2,500 |
| Total | | | \$16,000 |

Alternatives

We believe that not approving budget packages for additional Development Services group resources during the 2018 budget cycle will result in a deterioration in the level of customer service related to timeliness and/or quality that we can provide to the development community and citizens.

Not approving the increases in Building revenue outlined above will result in continued General Fund subsidy of the developer community at a higher level than surrounding jurisdictions.

Fiscal Impact*Development Services Group 2018 Budget Package request (estimated)*

| | |
|---|-----------|
| Revenue Budget Packages | \$373,000 |
| Expenditure Budget Packages | \$233,000 |
| | ----- |
| Total General Fund impact – Revenue less Expenditures | \$140,000 |
| | ===== |

Estimated revenue from recommended Building Division changes:

| | |
|--|-----------|
| Institute contractor licensing programs and charge fees | \$ 87,000 |
| Increase re-inspection and plan re-review fees to cover costs | \$155,000 |
| Increase building valuations to 2017 ICC building cost schedule | \$676,000 |
| Charge 5% administrative fee for processing Open Space/E-470/Cherry Creek fees | \$ 16,000 |
| | ----- |
| Total | \$934,000 |
| | ===== |

Estimated total Development Services Revenue and Expenditure comparison if all recommendations are approved:

Assuming a 15% overhead rate (to cover department and County administrative costs) on top of direct development-related expenditures in all three Development Services Divisions, if all revenue and expenditure recommendations are approved, total development-related revenue will still be less than the total costs of development services.

| Estimated 2018 Revenue | Estimated 2018 Costs including Overhead | Difference (costs greater than revenue) |
|------------------------|---|---|
| \$4,154,000 | \$4,332,000 | (\$178,000) |

This does not include expected salary and benefit increases in the 2018 budget.

Reviewed By:

Todd Weaver, Finance Department Budget Division Manager
Bob Hill, Assistant County Attorney



Board Summary Report

Date: September 28, 2017

To: Board of County Commissioners

From: Todd Weaver, Budget Manager

Subject: Proposed Resolution Certifying Prosecution Costs to the Department of Corrections

Information

The Department of Corrections is responsible for reimbursing the counties of the Office of the District Attorney for the 18th Judicial District for the costs of prosecuting criminal cases in which the defendant, at the time of the criminal act, was in the custody of the Department of Corrections (DOC). Pursuant to State statute, in order for the County to receive its portion of the reimbursement, the Board of County Commissioners is required to adopt a resolution that certifies these costs to the DOC. This Board Summary Report provides information about the process, including the amount of reimbursable costs.

Request and Recommendation

The Office of the District Attorney requests that the Board of County Commissioners adopt a resolution related to the costs of prosecuting criminal cases in which the defendant, at the time of the criminal act, was in the custody of the Department of Corrections (DOC). The proposed resolution certifies the costs to the DOC, for the purposes of Section 16-18-101 (3), C.R.S., so that the DOC can reimburse Arapahoe County for its portion of these costs. The costs are identified in the resolution. It is recommended that the Board adopt the resolution.

Background

Pursuant to Section 16-18-101(3), C.R.S., the Department of Corrections shall reimburse the counties in a judicial district for the cost of prosecuting any crime alleged to have been committed by a person in DOC custody. The counties shall certify these costs to the Department, and upon approval of the Executive Director of the Department, the costs shall be reimbursed. The reimbursement applies only to those costs that are not otherwise paid by the State. The costs were incurred by the Office of the District Attorney during the State fiscal year 2016 – 2017 (July 1, 2016 thru June 30, 2017).

The Office of the District Attorney has prepared billings for the costs, has confirmed the accuracy of the billings, and is now submitting them to Arapahoe, Douglas, Elbert, and Lincoln Counties so that the counties can certify the costs to the DOC. The proposed resolution explains that the County's certification relies upon the confirmation of the accuracy of the information that was provided by the Office of the District Attorney, 18th Judicial District.

Links to Align Arapahoe

This request supports the Align Arapahoe objective of optimizing the use of financial resources because it seeks to recoup the costs that the Office of the District Attorney, 18th Judicial District, incurred while providing services on behalf of the State. Given that the County provides a portion of

the funds to operate the Office of the District Attorney, County funds were used to provide these services. The request allows the County to seek reimbursement as permissible by Colorado State statute.

Discussion

Section 16-18-101 (3), C.R.S., was enacted because the costs of prosecuting crimes committed by a person in the custody of the DOC can be significant, and the Legislature believed that these costs should be borne by the State, not by the counties in which the DOC facilities are located. In the past, the DOC was unwilling to reimburse these costs due to challenges raised by the defendants in the criminal cases, and due to the statutory requirement that the counties “certify” the costs to the DOC.

State statute does not define whether a county, in order to “certify” the costs to the DOC, must independently verify the accuracy of the costs. There is no Colorado case law interpreting the meaning of this statutory language. Since the Office of the District Attorney receives its primary funding from the counties within the judicial district, and because the Office of the District Attorney has prosecuted these criminal cases, it is reasonable for the County to rely on the Office’s confirmation that the costs are accurate. Supervisory personnel in the Office of the District Attorney, 18th Judicial District, who have direct knowledge of the costs of prosecution for these cases, have confirmed the accuracy of the costs and that the DOC has not previously reimbursed these costs.

Alternatives

Adopting the proposed resolution: It is expected that adopting the proposed resolution will result in the DOC reimbursing to the Counties the identified prosecution costs.

Postponing action: If action is postponed, it is unknown whether the DOC will have funds within its budget to reimburse these costs if the amount is certified in the future. The DOC recently indicated that it is currently willing to reimburse costs that the counties certify. The reimbursement is contingent upon final approval by the Executive Director of the DOC, and it is unknown whether any future occurrences might affect this approval. It is possible that postponing action could result in Arapahoe County foregoing the ability to be reimbursed for these costs.

Taking no action: The prosecution costs have already been incurred. In accordance with Section 16-18-101 (3), C.R.S., the DOC has indicated that it will not reimburse these costs unless the County certifies them. If the Board of County Commissioners decides to not certify the costs, Arapahoe County will forego the opportunity to be reimbursed.

Fiscal Impact

The adoption of this resolution should enable Arapahoe County to be reimbursed by the DOC for the prosecution costs that have already been incurred. The Office of the District Attorney anticipates that the County’s portion of costs incurred by the 18th Judicial District is \$19,126.77. Adoption of the resolution should not require Arapahoe County to expend any funds.

Reviewed By:

Janet Kennedy, Finance Director
John Christofferson, Deputy County Attorney

RESOLUTION NO. 170____ It was moved by Commissioner ____ and duly seconded by Commissioner ____ to adopt the following Resolution:

WHEREAS, Section 16-18-101 (3), C.R.S., provides that the Department of Corrections, from annual appropriations made by the General Assembly, shall reimburse the county or counties in a judicial district for the costs of prosecuting any crime alleged to have been committed by a person in the custody of the Department; and

WHEREAS, Section 16-18-101 (3), C.R.S., provides that the county or counties shall certify these costs to the Department; and

WHEREAS, Section 16-18-101 (3), C.R.S., provides that this provision shall apply to costs that are not otherwise paid by the State; and

WHEREAS, the District Attorney for the Eighteenth Judicial District has prepared a document identified as Exhibit A, which document describes the costs of prosecuting a crime or crimes alleged to have been committed by a person or persons in the custody of the Department of Corrections in matters prosecuted by the Office of the District Attorney for the Eighteenth Judicial District, which serves Arapahoe, Douglas, Elbert, and Lincoln Counties; and

WHEREAS, the Office of the District Attorney for the Eighteenth Judicial District has confirmed the accuracy of these bills as set forth in Exhibit A to Arapahoe, Douglas, Elbert, and Lincoln Counties and the Counties are now forwarding and certifying such bills to the Department of Corrections relying on such confirmation of the District Attorney.

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

1. The Following costs are certified to the Department of Corrections.
2. The following costs have not otherwise been paid by the State.

| All Limon Correctional Facility Prosecution Expenses Summary | | | | |
|---|-------------------|--------------------|-------------------|--------------------|
| District Attorney Employee Compensation and Associated Costs | | | | |
| Related to Colorado Department of Corrections (DOC) - Limon Facility | | | | |
| DOC Fiscal Year - July 1st thru June 30th | | | 2016 | 2017 |
| | | | | |
| Percentage & Dollar Amounts of Total Expenses to be Billed to DOC | | | | |
| County & District Attorney Fiscal Year Runs - January 1st thru December 31st | | | | |
| DOC Fiscal Year Runs - July 1st thru June 30th | | | | |
| County Percentages | | | | |
| The chart below reflects the total amounts owed by DOC to each of the Four Counties. The amounts owed to each of the Four Counties is calculated upon the population percentage of each County in relationship to the total population of the 18th Judicial District within a Calendar Year. Because portions of two Calendar Years are contained within DOC's Fiscal Year, each of the two years is assigned different County percentages. The percentage owed to each County is calculated separately for each of the portions of the two years within DOC's Fiscal Year, and then added together to give the total amount to be billed (invoiced) to DOC by each of the Four Counties for the Billing Cycle. | | | | |
| | | | | |
| County | DOC First Quarter | DOC Second Quarter | DOC Third Quarter | DOC Fourth Quarter |
| Arapahoe | \$9,021.49 | \$0.00 | \$6,767.34 | \$3,337.94 |
| Calendar Year Within DOC Fiscal Year | 2016 | | 2017 | |
| Percent Applied to County | 64.2400% | | 64.1600% | |
| Calendar Year Total to be Billed to DOC | \$9,021.49 | | \$10,105.28 | |
| Fiscal Year Total to be Billed to DOC | \$19,126.77 | | | |
| | | | | |
| County | DOC First Quarter | DOC Second Quarter | DOC Third Quarter | DOC Fourth Quarter |
| Douglas | \$4,589.39 | \$0.00 | \$3,455.39 | \$1,704.35 |
| Calendar Year Within DOC Fiscal Year | 2016 | | 2017 | |
| Percent Applied to County | 32.6800% | | 32.7600% | |
| Calendar Year Total to be Billed to DOC | \$4,589.39 | | \$5,159.74 | |
| Fiscal Year Total to be Billed to DOC | \$9,749.13 | | | |
| | | | | |
| County | DOC First Quarter | DOC Second Quarter | DOC Third Quarter | DOC Fourth Quarter |
| Elbert | \$352.49 | \$0.00 | \$264.74 | \$130.58 |
| Calendar Year Within DOC Fiscal Year | 2016 | | 2017 | |
| Percent Applied to County | 2.5100% | | 2.5100% | |
| Calendar Year Total to be Billed to DOC | \$352.49 | | \$395.33 | |
| Fiscal Year Total to be Billed to DOC | \$747.82 | | | |
| | | | | |
| County | DOC First Quarter | DOC Second Quarter | DOC Third Quarter | DOC Fourth Quarter |
| Lincoln | \$80.05 | \$0.00 | \$60.12 | \$29.65 |
| Calendar Year Within DOC Fiscal Year | 2016 | | 2017 | |
| Percent Applied to County | 0.5700% | | 0.5700% | |
| Calendar Year Total to be Billed to DOC | \$80.05 | | \$89.78 | |
| Fiscal Year Total to be Billed to DOC | \$169.82 | | | |
| | | | | |
| District | DOC First Quarter | DOC Second Quarter | DOC Third Quarter | DOC Fourth Quarter |
| Entire 18th Judicial District | \$14,043.41 | \$0.00 | \$10,547.60 | \$5,202.53 |
| Calendar Year Within DOC Fiscal Year | 2016 | | 2017 | |
| Percent Applied to All Counties Combined | 100.0000% | | 100.0000% | |
| Calendar Year Total to be Billed to DOC | \$14,043.41 | | \$15,750.13 | |
| Fiscal Year Total to be Billed to DOC | \$29,793.54 | | | |

The vote was:

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

The Chair declared the motion carried and so ordered.



ARAPAHOE COUNTY
COLORADO'S FIRST

Board Summary Report

Date: October 5, 2017

To: Board of County Commissioners

From: Diana Maes, Manager, BoCC Administration

Subject: Colorado Opportunity Scholarship Initiative – Second Phase Matching Student Scholarship Grant Agreement

Request and Recommendation

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

Background

The first phase of the COSI Grant Agreement was signed during July 2017, with an amendment on November 15, 2017. This is the second year that support for the COSI Grant Funding is being requested. This Grant Agreement addresses the second phase of the Scholarship Initiative, which is to build a scholarship fund leveraged by matching funds from nonprofit and private donors designed to incentivize increased scholarship giving in the State of Colorado. These dollars are intended to complement the services offered by student support programs that received funding during the first phase of the Scholarship Initiative, and to expand upon other student support services in the state.

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

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

ACCF is a grant recipient in the County-Based category of matching student scholarship grants. Per Arapahoe County's response to the initiative's request for proposal for matching student scholarship grants, the County is being requested to designate the Arapahoe Community College Foundation

and the Community College of Aurora Foundation to receive Grant Funds designated to provide student tuition assistance in the Arapahoe County area.

Alternatives

The BoCC could decide not to proceed with this first agreement.

Fiscal Impact

There is no fiscal impact to the County.

Reviewed by

John Christofferson, Deputy County Attorney.

RESOLUTION NO. 170____ It was moved by Commissioner ____ and seconded by Commissioner ____ to authorize the Chair of the Board of County Commissioners to sign the Colorado Department of Higher Education Grant Agreement with Arapahoe Community College Foundation and Community College of Aurora Foundation for the second phase of the State of Colorado scholarship initiative, pursuant to the terms contained therein.

The vote was:

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

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

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1. PARTIES

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

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

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

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. § 23-3.3-1001, *et seq.*, and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. § 23-3.3-1005 and a sufficient

unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

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

C. Purpose

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

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

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

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

D. References

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

4. DEFINITIONS

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

A. Budget

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

B. Evaluation

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

C. Exhibits and other Attachments

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

D. Fiscal Year or FY

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

E. Goods

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

F. Grant

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

G. Grant Funds

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

H. Matching Funds

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

I. Party or Parties

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

J. Program

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

K. Review

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

L. Services

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

M. Subgrantee

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

N. Tuition Assistance

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

O. Work

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

P. Work Product

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

5. TERM**A. Initial Term-Work Commencement**

The Parties respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate June 30, 2021 unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

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

month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit A** on or before June 30, 2021. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

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

C. Employees

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

7. PAYMENTS TO GRANTEE

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

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$634,196.00**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit A**. The maximum amount payable by the State to Grantee during each State fiscal year of this Grant shall be:

| |
|-------------------------------------|
| \$157,927.45 in FY 2018/2019 |
| \$317,098.00 in FY 2019/2020 |
| \$159,170.55 in FY 2020/2021 |

B. Payment

i. Advance, Interim and Final Payments

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

ii. Interest

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

iii. Available Funds-Contingency-Termination

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

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

iv. Erroneous Payments

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

v. Invoice Schedule

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

C. Use of Funds

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

D. Matching Funds

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

8. REPORTING - NOTIFICATION

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

A. Performance, Progress, Personnel, and Funds

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

B. Litigation Reporting

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

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

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

D. Noncompliance

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

E. Subgrants

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

9. GRANTEE RECORDS

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

A. Maintenance

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

B. Inspection

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

C. Monitoring

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

D. Final Audit Report

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

10. CONFIDENTIAL INFORMATION-STATE RECORDS

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

A. Confidentiality

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

B. Notification

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

C. Use, Security, and Retention

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

D. Disclosure-Liability

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

11. CONFLICTS OF INTEREST

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

12. REPRESENTATIONS AND WARRANTIES

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

A. Standard and Manner of Performance

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

B. Legal Authority – Grantee and Grantee's Signatory

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

C. Licenses, Permits, Etc.

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

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

D. Signatures/E-delivery

Electronic and scanned signatures shall have the same legal effect and can be enforced in the same way as a written signature shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

13. INSURANCE

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

A. Grantee

i. Public Entities

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

ii. Non-Public Entities

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

B. Grantee and Subgrantees

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

iii. Worker's Compensation

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

iv. General Liability

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

v. Automobile Liability

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

vi. Additional Insured

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

vii. Primacy of Coverage

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

viii. Cancellation

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

ix. Subrogation Waiver

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

C. Certificates

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

14. BREACH

A. Defined

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

B. Notice and Cure Period

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

15. REMEDIES

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

A. Termination for Cause and/or Breach

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

i. Obligations and Rights

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

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

ii. Payments

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

iii. Damages and Withholding

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

B. Early Termination in the Public Interest

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

x. Method and Content

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

xi. Obligations and Rights

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

xii. Payments

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

C. Remedies Not Involving Termination

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

xiii. Suspend Performance

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

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

xiv. Withhold Payment

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

xv. Deny Payment

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

xvi. Removal

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

xvii. Intellectual Property

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

16. NOTICES and REPRESENTATIVES

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

A. State:

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

B. Grantee:

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

C. Community College of Aurora Foundation:

| |
|------------------------------|
| John Wolfkill |
| Executive Director |
| College of Aurora Foundation |

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|---|
| 9202 East Severn Place, North Quad, Room 213 |
| Denver, CO 80230 |
| John.Wolfkill@CCAurora.edu |

D. Arapahoe County:

| |
|---|
| Nancy N. Sharpe |
| Chair, Board of County Commissioners |
| Arapahoe County |
| 5334 S. Prince St. |
| Littleton, CO, 80120 |
| Commissioners@arapahoe.gov |

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

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

18. GOVERNMENTAL IMMUNITY

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

19. STATEWIDE GRANT MANAGEMENT SYSTEM

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

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

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

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

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

20. GENERAL PROVISIONS

A. Assignment and Subgrants

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

B. Binding Effect

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

C. Captions

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

D. Counterparts

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

E. Entire Understanding

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

F. Indemnification-General

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

G. Jurisdiction and Venue

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

H. Modification

xviii. By the Parties

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

xix. By Operation of Law

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

I. Order of Precedence

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

- xx. Colorado Special Provisions,**
- xxi. The provisions of the main body of this Grant,**
- xxii. Exhibit A,**
- xxiii. Exhibit B,**
- xxiv. Exhibit C,**
- xxv. Exhibit D.**

J. Severability

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

K. Survival of Certain Grant Terms

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

L. Taxes

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

M. Third Party Beneficiaries

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

N. Waiver

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

O. CORA Disclosure

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

21. COLORADO SPECIAL PROVISIONS

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

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

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

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

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

C. 3. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental

Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. 4. INDEPENDENT CONTRACTOR

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

E. 5. COMPLIANCE WITH LAW.

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

F. 6. CHOICE OF LAW.

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

G. 7. BINDING ARBITRATION PROHIBITED.

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

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

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

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

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

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

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

Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

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

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

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

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

SPs Effective 1/1/09

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22. SIGNATURE PAGE

Grant Routing Number

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

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

| | |
|--|---|
| <p style="text-align: center;">GRANTEE Arapahoe Community College Foundation</p> <p>By: Courtney Loehfelm Title: Executive Director</p> <hr/> <p style="text-align: center;">*Signature</p> <p>Date: _____</p> <p style="text-align: center;">THIRD-PARTY Community College of Aurora Foundation</p> <p>By: John Wolfkill Title: Executive Director</p> <hr/> <p style="text-align: center;">*Signature</p> <p>Date: _____</p> <p style="text-align: center;">[TERM USED FOR THIRD-PARTY, COUNTY, INSTITUTION] Arapahoe County</p> <p>By: Nancy D. Sharpe Title: Chair, Board of County Commissioners</p> <hr/> <p style="text-align: center;">*Signature</p> <p>Date: _____</p> | <p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Department of Higher Education Colorado Opportunity Scholarship Initiative</p> <hr/> <p>By: Dr. Kim Hunter Reed – Executive Director Signatory avers to the State Controller or delegate that Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: _____</p> |
|--|---|

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____

For Michelle Zale, Controller, Colorado Department of Higher Education
Catherine Olukotun, State Controller Delegate, Colorado Department of Higher Education

Date:_____

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EXHIBIT A – STATEMENT OF WORK

1. GRANTEE GOALS AND OBJECTIVES

1.1 Grantee Goals:

With the combined total of **\$1,268,392** in State allocation from COSI and matching funds provided by Arapahoe Community College Foundation and Arapahoe County, Grantee will use these funds to award approximately 800 multi-semester scholarships to eligible students. Scholarship funds will help to increase postsecondary credential completion and to prepare Arapahoe County students to earn a livable wage, by graduating with less debt, and to positively contribute to the growth of our state's economy. Grantee will use 2.5% of the total amount of funds, **\$31,709.80**, for administration support.

Objective 1: Scholarships Award approximately 800 scholarships, to students from Arapahoe County, attending either Arapahoe Community College or Community College of Aurora with an average award of approximately \$1,500 in scholarship funds. This scholarship will be contingent on the student's eligibility, academic performance, commitment to completion of degree or certificate, financial need and participation in scholarship program requirements..

Objective 2: Student Support The ACC and CCA Student Scholars receiving this award will be engaged in the Scholarship Program requirements put forth by each Foundation. To maintain eligibility, students must maintain Satisfactory Academic Progress and must meet with their assigned Advisor or Coordinator twice a year to learn about support services available at each institution including tutoring, counseling, student activities, financial aid and career advising.

Objective 3: Fundraising The Arapahoe Community College Foundation and the Community College of Aurora Foundation will be responsible for raising new \$1-for-\$1 matching funds from local individual, foundation and corporate donors totaling \$634,196 (inclusive of the 2.5% administrative fee of \$15,854.90) beginning May 1, 2018 and concluding July 1, 2020. The Community College of Aurora Foundation has committed to raising \$300,000 for student scholarships and the Arapahoe Community College Foundation will raise the remaining \$334,196 for student scholarships. The match from the CDHE will be communicated to new and existing donors to increase financial support within our community.

2. GRANTEE IMPLEMENTATION PLAN

2.1 Timeline

The Community College of Aurora Foundation scholarship awards will be dispersed in fall, spring and summer semesters for the 2018-2019 and 2019-2020 academic years.

The Arapahoe Community College Foundation scholarship awards will be dispersed annually to students for fall and spring terms for 2019-2020 and 2020-2021 academic years.

| Year | # of CCA Scholarships | # of ACC Scholarships | Aid per Scholarship | Total Aid |
|-----------|-----------------------|-----------------------|---------------------|-------------|
| 2018-2019 | 200 | | \$1,500 | \$ 300,000 |
| 2019-2020 | 200 | 200 | \$1,500 | \$ 600,000 |
| 2020-2021 | | 200 | \$1,500 | \$ 300,000 |
| Totals | 400 | 400 | | \$1,200,000 |

3. ASSURANCES

Grantee agrees to the following Assurances:

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

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EXHIBIT B – BUDGET

| Summary of Budget for FY 18-19, 19-20, and 20-21 | |
|--|----------------|
| Fall 2018 – Spring 2021 approximately 800 scholarships, to students from Arapahoe County, attending either Arapahoe Community College or Community College of Aurora with an average award of approximately \$1,500 in scholarship funds | \$1,236,682.20 |
| Administrative fees equal to 2.5% of the grant, allowable in the Request for Proposals for county-based grants. | \$31,709.80 |

The State will disburse Grant Funds to Grantee according to the invoice schedule below. The invoice schedule is contingent on the Grantee's ability to raise 1:1 matching funds for the purpose of this Grant. Payments from the State per the invoice schedule will not be administered until proof of funds (using the template attached as **Exhibit D**) has been received. The invoice schedule shall first outline the use of matching funds, prior to the distribution of state funds for the benefit of individual students receiving scholarships. The Grant start date will be the effective date. The Grant termination date will be June 30, 2021. The State intends to administer three (3) payments in FY 2018-2019, three (3) payments in FY 2019-2020, and two (2) payments in FY 2020-2021.

| Proposed Invoice Schedule | | | | |
|----------------------------------|-------------|--------------------|---------------------|--|
| Month | Year | CDHE Amount | Match Amount | Source |
| JUL | 2018 | | \$65,000.00 | Grantee Match |
| JUL | 2018 | \$65,000.00 | | Colorado Department of Higher Education |
| JUL | 2018 | | \$7,927.45 | Grantee Match – Administrative Fee |
| JUL | 2018 | \$7,927.45 | | Colorado Department of Higher Education – Administrative Fee |
| NOV | 2018 | | \$65,000.00 | Grantee Match |
| NOV | 2018 | \$65,000.00 | | Colorado Department of Higher Education |
| APR | 2019 | | \$20,000.00 | Grantee Match |
| APR | 2019 | \$20,000.00 | | Colorado Department of Higher Education |
| JUL | 2019 | | \$144,585.28 | Grantee Match |
| JUL | 2019 | \$144,585.28 | | Colorado Department of Higher Education |
| JUL | 2019 | | \$7,927.45 | Grantee Match– Administrative Fee |
| JUL | 2019 | \$7,927.45 | | Colorado Department of Higher Education – Administrative Fee |
| NOV | 2019 | | \$144,585.27 | Grantee Match |
| NOV | 2019 | \$144,585.27 | | Colorado Department of Higher Education |
| APR | 2020 | | \$20,000.00 | Grantee Match |
| APR | 2020 | \$20,000.00 | | Colorado Department of Higher Education |
| JUL | 2020 | | \$79,585.28 | Grantee Match |

| | | | | |
|--------------|------|------------------|------------------|---|
| JUL | 2020 | \$79,585.28 | | Colorado Department of Higher Education |
| NOV | 2020 | | \$79,585.27 | Grantee Match |
| NOV | 2020 | \$79,585.27 | | Colorado Department of Higher Education |
| Total | | \$634,196 | \$634,196 | Total Award Amount including Grantee Match |

*Grantee will use **\$31,709.80** in administrative fees equal to 2.5% of the combined total of Grantee matching funds and State funds, allowable for county-based grants.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT C – GRANTEE REPORT

Grantee must submit a performance report to DHE and Arapahoe County on or before June 30, 2019, following the completion of the first year of grant funding, on or before June 30, 2020 following the completion of the second year of grant funding, and on or before June 30, 2021 following the completion of the second year of grant funding.

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

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

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

EXHIBIT D – EXAMPLE PROOF OF FUNDS LETTER

[Date]

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

Dear Shelley,

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

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

[State source of funds.]

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

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

Signature _____ Date _____
[title]

Signature _____ Date _____
[title]

Signature _____ Date _____
[title]

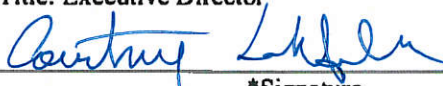
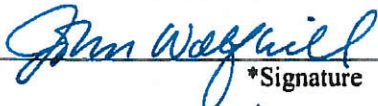
Signature _____ Date _____
[title]

22. SIGNATURE PAGE

Grant Routing Number

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

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

| | |
|--|---|
| <p>GRANTEE Arapahoe Community College Foundation</p> <p>By: Courtney Loehfelm Title: Executive Director</p> <p> _____ *Signature</p> <p>Date: <u>8/31/17</u></p> <p>THIRD-PARTY Community College of Aurora Foundation</p> <p>By: John Wolfkill Title: Executive Director</p> <p> _____ *Signature</p> <p>Date: <u>8/30/2017</u></p> <p>[TERM USED FOR THIRD-PARTY, COUNTY, INSTITUTION] Arapahoe County</p> <p>By: Nancy D. Sharpe Title: Chair, Board of County Commissioners</p> <p>_____ *Signature</p> <p>Date: _____</p> | <p>STATE OF COLORADO John W. Hickenlooper, Governor Department of Higher Education Colorado Opportunity Scholarship Initiative</p> <p>By: Dr. Kim Hunter Reed – Executive Director Signatory avers to the State Controller or delegate that Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: _____</p> |
|--|---|

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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



Board Summary Report

Date: September 28, 2017

To: Board of County Commissioners

Through: Shannon Carter, Open Spaces Department Director

From: Josh Tenneson, Grants and Acquisitions Manager

Subject: High Line Canal Framework Plan – High Line Canal Working Group

Request and Recommendation:

Request BOCC approval for the expenditure of \$450,000 in Open Space Acquisition and Development funding pledged to the High Line Canal Working Group for the High Line Canal Conservancy to complete a comprehensive High Line Canal Framework Plan and begin implementation. This topic was heard by the Board of County Commissioners at a study session on August 21, 2017.

Background:

Constructed in 1883, and acquired by Denver Water in 1924, the 71-mile High Line Canal and its connecting trail have transformed over the years from strictly a water utility into a cherished greenway. With over 350,000 residents residing within one mile of the Canal and over 500,000 trail users annually, this urban treasure has untapped potential not only as a recreational amenity but also as a tool for bringing together diverse communities and sharing the rich story of water in the West. The High Line Canal can become more than an inconsistent trail along a utility corridor. With organization and planning, it can become our most prized linear park and a cultural greenway winding through and connecting the Denver Metro Area from the foothills to the plains.

With the Canal's future as a water delivery mechanism in a period of transition, and a recently adopted community-crafted Vision Plan setting the stage for its future, there is a need for further planning. The Framework Plan will provide key deliverables that support, inform, and guide the implementation of the vision by all stakeholders. The Conservancy will lead the Framework Plan process and is the entity best suited to work with the 11 jurisdictions along the High Line Canal.

This second phase of planning by the Conservancy follows the completion of the Vision Plan, and consists of (1) further definition of the planning areas (referred to as "Character Zones" in the Vision Plan), (2) development of landscape guidelines, and (3) development of signage and wayfinding plans. The top line objective of this plan is to complete a 10-20 year implementation plan. The final product will establish design guidelines, identify and prioritize areas for enhancement, and show prototypical plans for key elements.

Links to Align Arapahoe:

Increase Intergovernmental Cooperation
Increase Community and Regional Partnerships

Improve Park, Trail and Open Space Opportunities
Improve Customer Experience
Optimize Use of Resources
Enhance Quality of Life

Discussion:

Arapahoe County Open Spaces recommends contributing \$450,000 to the High Line Canal Conservancy to develop – and begin implementing – a comprehensive High Line Canal Framework Plan. A private contractor (and likely subcontractors with expertise in certain areas) will be selected to work in partnership with the Conservancy and Arapahoe County Open Spaces on this project and will be expected to render the following services and products:

1. Conduct Existing Conditions Analysis of the Canal
2. Conduct Public and Stakeholder Outreach
3. Develop Framework Plan and Zone Definition
4. Develop Landscape Design Guidelines
5. Create Signage and Wayfinding Plan

The total estimated budget for the services, and products outlined above is \$525,000. We recommend issuing \$325,000 to the High Line Canal Conservancy to coordinate and conduct the planning process. This funding will help leverage a minimum of \$200,000 for the plan from other jurisdictions and partners.

We also recommend approving \$125,000 for the Conservancy to implement the plan. Once specific plan elements are identified and prioritized, the High Line Canal Conservancy will seek OSTAB's approval before the remaining \$125,000 will be issued. We anticipate that this funding will serve as seed money that will be heavily leveraged by other private and public investments to pursue improvements on the High Line Canal, such as installing consistent signage and wayfinding.

The High Line Canal Working Group members reviewed and approved this request on July 19, 2017, to use working group funds to complete the Framework Plan for the High Line Canal.

Alternatives:

Delay, modify or deny funding.

Fiscal Impact:

County support for this project in the amount of \$450,000 will come from the Open Space Acquisition and Development funds pledged to the High Line Canal Working Group. The fund balance exceeds this amount.

Concurrence

On June 26, 2017, Open Space and Trails Advisory Board (OSTAB) and Open Spaces Staff discussed this item and made a joint recommendation to the BoCC (attached).

Attorney Comments:

None.

Reviewed By:

Josh Tenneson, Grants and Acquisitions Manager

Open Spaces

Shannon Carter, Director
Intergovernmental Relations and Open Spaces

Janet Kennedy, Director
Finance

Tiffanie Bleau
Assistant County Attorney

Attachments:

Framework Plan Request for Proposals
OSTAB Recommendation to the BoCC

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to approve the expenditure of \$450,000 in Open Space Acquisition and Development funding pledged to the High Line Canal Working Group for the High Line Canal Conservancy to complete a comprehensive High Line Canal Framework Plan and to begin implementation.

The vote was:

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

The Chair declared the motion carried and so ordered.



OSTAB Recommendation

Date: June 26, 2017
To: Board of County Commissioners
From: Open Space and Trails Advisory Board (OSTAB)
Subject: High Line Canal Framework Plan – High Line Canal Working Group

OSTAB Recommendation: After reviewing the request for approval for the High Line Canal Conservancy to complete a comprehensive High Line Canal Framework Plan, OSTAB recommends to the BoCC that the County approve the expenditure of up to \$450,000 (\$325,000 up front for planning and \$125,000 for implementation after providing a status update to OSTAB) in Open Space Acquisition and Development funding pledged to the High Line Canal Working Group for the High Line Canal Conservancy to complete a comprehensive High Line Canal Framework Plan and begin implementation.

Motion by: Ron Weidmann

Seconded by: Grider Lee

Vote: __7__ Yes

__0__ No

__0__ Absent and Excused

__0__ Abstain

__0__ Vacancy

REQUEST FOR CONSULTANT PROPOSALS

FRAMEWORK PLAN — Including Landscape Guidelines and a Signage and Wayfinding Plan

HIGH LINE CANAL CONSERVANCY (the Conservancy or HLCC)

June 1, 2017 Revised June 8, 2017 (changes highlighted in yellow)

Introduction

Completed in 1883 and acquired by Denver Water in 1924, the High Line Canal and its connecting trail have transformed over the years from strictly a water utility into a cherished greenway. With the Canal's future as a water delivery mechanism in a period of transition, and a recently adopted community-crafted Vision Plan setting the stage for its future, the Framework Plan will provide key deliverables that support, inform and guide the implementation of the vision by all stakeholders.

The High Line Canal Conservancy, a private, non-governmental organization, was formed in 2014 by a committed coalition of community leaders to harness the region's commitment to the future of the Canal. The Conservancy's mission is to build community leadership and sustainable financing to preserve, protect and enhance the High Line Canal. The Board is comprised of private citizens and civic leaders from communities along the Canal's reach.

The Framework Plan is a critical next step in crafting the future of the High Line Canal. This second phase of planning by the Conservancy follows the completion of a Vision Plan described below, and consists of (1) further definition of the planning areas (referred to as "Character Zones" in the Vision Plan), (2) development of landscape guidelines and (3) development of signage and wayfinding plans. The top line objective of this plan is to complete a 10-20 year implementation plan. The final product should establish design guidelines, identify and prioritize areas for enhancement, showing prototypical plans for key elements assuming varying levels of investment.

The Framework Planning phase will require the lead team to have a strong local presence and an ability to interact in person with the Conservancy and the jurisdictions on a regular basis. Any firm selected must provide a local project manager from the lead team. The lead team must understand the background and intent of the Vision Plan to allow for continuity in graphic design, public outreach and to provide a seamless transition between the Vision Plan, its guiding principles, and the Framework Plan. The experienced, local project manager must be available for weekly, in person, meetings with Conservancy staff and other stakeholders, must demonstrate excellent communication and organizational skills and must have experience with complex, multi-jurisdictional planning projects.

The Conservancy recognizes that our needs in this project may require the services of experts with specific skills or from various disciplines. To that end, we anticipate possible partnerships among consultants. It is important that a lead consultant be identified and that all participating consultants and team members be delineated in the consultant proposal. Explain the role and need for each team member and only include the individuals who will be substantively involved in the project.

In addition to the items listed below, it is important that the selected consultant team plan their proposal to incorporate the need for the project to build upon the established relationships and sustain credibility with citizens and decision-makers. It is also essential that the selected team have the ability to:

- develop customized outreach and planning strategies that will be effective within the varied political and social environments contained in the project area;
- link the process and outcomes with current and upcoming planning efforts and decision making processes within local communities and among a variety of organizations within the community;

- develop and manage the process to achieve outcomes perceived as balanced and authentic by as many community stakeholders as possible, which means that the outcomes appeal to their target audiences and reflect a genuine interest in developing a plan that benefits all communities with their unique make-up and needs.

Background on Vision Plan

The Community's Vision for the High Line Canal

The High Line Canal Conservancy and Denver Water, in close collaboration with a host of regional partners, facilitated a community outreach process throughout the course of 2016 to write the story of the future of the High Line Canal. Dubbed “Adventure on the Canal: Charting our course for the next century,” the process asked the public and governmental partners to consider how they view the long-term purpose of the Canal and its environmental and recreational resources. Bringing together thousands of residents from all over the region, this initiative asked participants to “think big” about their vision for the Canal’s future. The vision statement and guiding principles grew out of this significant outreach and participation. The complete Community Vision Plan document can be found here: <http://highlinecanal.org/vision>, and the Vision Statement and Guiding Principles are provided below.

Vision Statement

The High Line Canal’s 71 meandering miles will be preserved and enhanced as a cherished greenway that connects people to nature and binds varied communities together from the foothills to the plains.

Guiding Principles

Natural

To preserve the natural character of the Canal, ensuring it continues to be a natural refuge for the region’s population and wildlife. The Canal’s natural, scenic beauty is integral to its identity.

Connected & Continuous

To maintain and increase the connectivity of the Canal along all 71 miles, preserving and enhancing the Canal’s use as an important continuous resource and part of the regional environmental and trail network.

Varied

To respect the variety of communities and experiences along the Canal and to preserve its various physical characteristics of its 71 miles.

Managed

To work together in order to preserve and support a long-term, sustainable future for generations to come. Our Canal is a critical, cherished asset for the region.

Enhanced

To enhance the enjoyment and use of the Canal in keeping with its natural and varied character.

A thorough understanding of the Vision Plan and other background materials is essential to developing a successful proposal. This plan, and its broad support and endorsement, represents the first time in the Canal’s 134-year history that community leaders, the public and Denver Water have all come together to support an enduring future plan for the Canal that celebrates its many recreational and environmental resources. Success of all future planning depends upon the plan’s linkage to the Vision Plan.

Scope of Work

The firm selected to work in partnership with the Conservancy on this project will be expected to produce the following products and outcomes and provide the following services. Proposing teams should further develop these items and describe their approach and deliverables for each one.

1. Existing Conditions Analysis

Using data available from the Conservancy, Denver Water and the jurisdictions (see Attachment A for a list of GIS data available from the Conservancy), along with the team's site observations, prepare an existing conditions analysis. Compile and analyze relevant data and identify current, emerging and projected trends and opportunities and deficiencies. Research and understand relevant planning efforts and their status in each affected jurisdiction and summarize the relationship/intersection with the High Line Canal as well as adjacent jurisdictional planning efforts. A key component of this analysis will be the production of an existing conditions analysis map(s) outlining all existing gaps in the trail, potential opportunities for land acquisition, and other areas where management and/or enhancement would help fulfill the Vision Plan. The Conservancy intends that the existing conditions analysis incorporate a recently completed tree study data, the completed crossing study and other materials that have been prepared into one comprehensive summary report. The guiding principles in the Vision Plan will serve as a basis to identify and measure the relevance and impact of items in the analysis.

Deliverable: Produce an existing conditions analysis map(s) and summary report.

2. Framework Plan and Zone Definition

Develop a Framework Plan to serve as an overarching physical plan for the High Line Canal. The Framework Plan should include typical prototypes with 2-3 alternative options, with ranges of required financial investment for most recommendations. The Framework Plan takes the Vision Plan to the next level of detail, looking at the Canal as one 71-mile system and is informed by the existing conditions analysis. It should address the following:

- Character zone (or Sub Area) expanded definitions (as identified in the Vision Plan)
- Recreation opportunities
- Connectivity and crossings
- Economic development opportunities
- Historic resources

The Framework Plan should also include a list of prioritized high-impact projects along the Canal. This will require developing a methodology to analyze project opportunities based on readiness, impact to the Canal experience and significance to fulfilling the Vision Plan. Examples of priority projects may include areas that have significant gaps in trail connectivity (two significant gaps to evaluate include the Plum Creek/railroad crossings and the I-70 crossing), areas with more intensive development pressures or areas that have fewer existing amenities than other parts of the Canal. Prepare 2-3 conceptual plan options for the priority projects that will inform and guide discussions with stakeholders and jurisdictional planners.

Deliverables: Framework Plan with a menu of prioritized possible projects with an associated magnitude of cost.

3. Landscape Design Guidelines

The goal of the Landscape Design Guidelines is to achieve a comprehensive environment along the Canal greenway that is memorable, unique and enjoyable; economical and practical to maintain; responsible to functional and environmental constraints; and in which all parts of the Canal relate to each other to establish an integrated whole consistent with the Vision Plan. At the same time, the Landscape Design Guidelines create a distinctive sense of place appropriate for the Canal's character zones outlined in the Vision Plan. The guidelines will establish a design direction and guidelines for landscape enhancements, amenity areas, trailheads and trail connections, tree canopy replacements, irrigation opportunities, tree and landscape maintenance guidelines, etc. in a "menu of opportunities" approach, which will include the preparation of prototypical plans, with 2-3 options provided and their varying levels of investment.

The Landscape Guidelines should include:

- Principles and goals for landscape types (for the Canal, this may include principles for preserving/enhancing the identity of each character)
- Kit of parts: recommendations for planting, maintenance needs, furnishings, irrigation and other elements; some elements will be consistent along the Canal and others will support the preservation of different identities of each character zone
- Principles for placement of the elements
- Potential constraints and opportunities for stormwater flow in different conditions. This may include creating a design pallet for each condition with consideration to the amount of water possible, recreational impact/enhancement and/or economic development benefit. The Conservancy does not anticipate the need for stormwater engineering expertise on the selected team.

Deliverables: Landscape design guidelines, prototypical plans for key elements at varying levels of financial investment.

4. Signage and Wayfinding Plan

The Vision Plan identified the need to improve wayfinding and interpretive signage as a means to significantly improve the Canal user experience along its entire length. We anticipate that the Conservancy brand and logo will serve as the basis from which the team will adapt a unifying Canal brand identity and sense of place that takes into account natural surroundings, history, culture and communities and enhances the user experience. This plan must include a minimum of two public meetings, coordinated with the other framework public meetings (see #5 below), that provide an opportunity for public input. In addition, the plan must meet the following objectives:

- Review and adapt the Conservancy logo for the Canal
- Create brand guidelines
- Develop a unifying signage and wayfinding system across a range of signage mediums
- Create a signage and wayfinding system that directs visitors to adjacent trails and recreational amenities, landmarks, facilities, activity centers and services
- Identify and create an interpretive signage program that celebrates the history of water in the west while building user understanding of the Canal's environmental resources, the varied communities and unique places experienced along the Canal

Consultant RFP – High Line Canal Framework Plan

- Promote the Canal’s identity as a premier recreational and historical resource

Deliverables: signage and wayfinding guidelines, signage master plan

Additional details for the signage and wayfinding plan Scope of Work are included as Attachment B. Please include this scope of work in your proposals.

5. Public and Stakeholder Outreach

Develop a plan to educate, engage, involve and collaborate directly with a diverse cross section of the public throughout the entire process. Broad, diverse input is essential to ensure the Framework Plan reflects the perspectives of the Canal’s diverse users and stakeholders. Meetings should occur throughout the region in each of the identified zones and with each of the jurisdictions. A variety of tactics will be needed, along with a special focus on hard-to-reach populations that are less likely to attend traditional public meetings. Youth engagement opportunities will be considered as well, including opportunities to provide feedback at public meetings plus separate youth-focused outreach opportunities.

Anticipated meetings (including but not limited to):

- Weekly check-in with Conservancy staff
- Monthly meetings with the High Line Canal Working Group Task Team
- Meetings with local jurisdictions to understand and refine proposals to align with local planning objectives and timelines
- At least three meetings with stakeholders in each jurisdiction
- Attendance at one Conservancy Board meeting and one High Line Canal Working Group meeting
- Two larger-scale public meetings (concurrent with signage and wayfinding public meetings)
- Interface with ongoing technical stormwater engineering efforts

Describe in detail your approach, objectives and how this material will be incorporated into the final plan. Also provide the proposed schedule for public and stakeholder outreach and the specific meetings and/or activities you envision.

Deliverables: All graphics and written materials for each meeting/presentation, including a summary of the high-level concepts incorporated into the planning process and final deliverables. Meeting minutes from each meeting/presentation.

6. Effective Collaboration and Project Management

Success will require that the firm/team produce the final products and accomplish the project objectives and outcomes with close interaction with Conservancy staff and the leadership team. Attend meetings, develop materials, make presentations and produce reports and other documents of key activities and findings. Develop and make presentations to elected officials and senior governmental staff and a wide variety of community groups. Design, manage and implement public involvement and outreach strategies and revise these if necessary to meet project objectives and achieve outcomes. Attend a variety of community events. Work with Conservancy staff and other stakeholders to develop key messages, implement media-related strategies and refine or reframe those if necessary. Advise Conservancy staff, decision-makers and community leaders regarding media relations and other key activities. Provide other

Consultant RFP – High Line Canal Framework Plan

consulting services relating to the Scope of Work such as meeting facilitation and management, technical analysis, synthesizing information and project management.

7. Project Schedule and Budget

The project should be completed within eight (8) to twelve (12) months. Proposals should provide the team's detailed schedule. The budget proposal should be broken down with project element costs in a menu with associated fees included in each element as it is anticipated that some elements of the proposal may be eliminated and others enhanced.

The Conservancy anticipates a cost of between \$270,000 and \$310,000 for the Framework Plan, Landscape Design Guidelines and the Wayfinding and Signage Plan with a complete budget determined according to an agreed upon final scope.

In addition to the items listed above, all data, analysis, multi-media materials, master copies (hard and digital) of final products and all other relevant documentation shall be provided to the Conservancy for project files.

Leadership Team

Led by the **High Line Canal Conservancy**, the following groups/organizations will provide support, technical expertise, and structure for review and input during the process.

High Line Canal Working Group (HLCWG) In 2010, this multijurisdictional group was formed with leadership from Arapahoe County to secure funding for projects along the Canal that enhance and protect the unique recreational experience it offers. Current members of the HLCWG are elected officials and high-level staff from Arapahoe County, City of Aurora, City of Centennial, City of Cherry Hills Village, City and County of Denver, Douglas County, City of Greenwood Village, Highlands Ranch Metropolitan District, City of Littleton, South Suburban Parks and Recreation District, and Denver Water. Participating members are Cherry Hills Land Preserve, High Line Canal Preservation Association, South Metro Land Conservancy, South Suburban Parks Foundation, the Conservancy, and the Trust for Public Land. The HLCWG serves as the governmental viewpoint and will be a critical stakeholder and resource throughout the Framework and Landscape Guidelines Initiative.

The Core Team In the fall of 2012, a core management team was formed out of the HLCWG to serve as a coordinator and a catalyst for the many different efforts and processes that will need to take place for an eventual decision by Denver Water on the disposition of the Canal. Denver Water is an active member of this team. Denver Water is a public utility funded by water rates and new tap fees (not taxes) and governed by a five-member Board of Commissioners appointed by the Mayor of Denver. Its mission is to meet the water needs of their customers and be a responsible steward to their natural resources.

Key Roles

Conservancy

Project management and leadership

Coordination between consultant team and Board, Core Team, HLCWG, and HLCWG Task Team,

Public outreach coordination and assistance

Meeting facilitation assistance

Core Team

Project leadership

Consultant RFP – High Line Canal Framework Plan

Leadership decisions and advisors

Zone and Brand review

HLCWG Task Team

Existing conditions support

Zone definition review

HLCWG

Plan review and comment

Zone definition review

Brand comments

Existing wayfinding support

Selection Schedule

The schedule for the selection of a project consultant team is as follows:

RFP Issued: June 1, 2017

RFP Posted to Website: June 1, 2017

Pre-Proposal Meeting/Conference Call (non-mandatory): June 8, 2017 from 11:00 AM to 1:00 PM MT. Conference call in number: 712-775-7031. Access code: 781922.

RFP Response Deadline: June 30, 2017 (5:00 PM)

Consultants Notified of Interview Schedule July 14 (if selected)

Interviews: July 24-25, 2017

Consultant Selection: No later than Aug 1, 2017

Contract Negotiations: August 2-15

Commence Project: August 2017

Format Requirements

To be considered, a completed proposal must be submitted on time and must respond to each of the following items listed in this section. The proposal shall be limited to 25 pages (excluding covers and blank dividers and appendices) and a text font of 11-point or larger with one inch margins. Proposals should be succinct and well organized. Maps, resumes and professional references accompanying proposals as attached appendices will not be counted as part of the maximum 25-page limit.

At a minimum, the proposal should have the following sections and information:

1. Cover Letter

Provide federal tax identification number, statement of ability to complete the project given current workload and cite any conflicts of interest, including existing contracts with local governments or Denver Water.

2. Project Team

Provide a list of key individuals and staff assigned to this project describing their role and brief description of relevant experience. Include an organizational chart illustrating key personnel, their project assignments and management flow. Include their availability as a percentage per month for the project schedule. Should your team name nonlocal members, please include the amount of time allocated in town and remotely.

3. Project Approach

Describe how the consultant team will complete the Scope of Work including a detailed list of work tasks, deliverables and schedule. Describe your deliverable plans/graphics/reports and provide examples of

Consultant RFP – High Line Canal Framework Plan

similar plans prepared by your team.

4. **Budget**

Provide a not-to-exceed cost proposal for all work described under the Scope of Work broken down by project component. This should include a detailed breakdown of consultant hours per task, hourly rates for all team members (including clerical), budget allocations for each firm, and direct expenses. Consultants are encouraged to submit suggestions for cost savings and other ways of promoting cost-efficiency and to highlight any tradeoffs inherent in the suggested alternatives. Please note that the Conservancy does not allow markup of reimbursable expenses or sub-consultant contracts.

5. **References**

Provide references from at least three similar projects including community visioning and/or strategic planning. The reference list should include the name, address, telephone number, email address, title of project and description of the work performed. For each sub-consultant, provide references from at least three similar projects that can substantiate their relevant experience.

6. **Comparable Projects**

Provide at least three examples of comparable projects.

Completed proposals should be addressed and mailed to Harriet Crittenden LaMair, 915 South Pearl Street, Suite 106, Denver, Colorado 80209. In addition, please email a PDF of the full proposal to rfp@highlinecanal.org.

Proposals must arrive at this address no later than 5:00 p.m. MST, June 19, 2017.

Interested firms shall submit nine (9) copies of their proposals along with the emailed PDF. The Conservancy reserves the right to request additional information following a review of the initial submission. The Conservancy may retain other consultants to assist in the review of any aspects of the proposals.

Evaluation Criteria

The following criteria will be used by the Selection Committee to evaluate each proposal. Incomplete proposals not meeting the above requirements will be considered non-responsive. All submittals will be reviewed for their relative strengths and weaknesses based on the submission requirements.

Project Understanding

Maximum Score: 30 points

A clear understanding of the complexity of the resource and communities along with the nature and objectives of the project, and the types of services needed to prepare the Framework Plan, the Landscape Design Guidelines and the Signage and Wayfinding Plan.

Project Manager Qualifications

Maximum Score: 20 points

The identified project manager is local, highly qualified, has excellent organizational and communication skills, and is available for the entire project duration. The designated project manager must also attend the interview in person.

Approach

Maximum Score: 30 points

The consultant team demonstrates an approach which addresses the need for innovation, has an effective and clear decision making process, links all aspects of the Scope of Work, successfully integrates technical and public involvement activities and sufficient graphic visualization capacity to present findings in a clear and compelling way, completes the project on schedule, offers creative and unique public involvement approaches or tools and offers cost-efficiencies.

Budget

Maximum Score: 20 points

The total maximum “not-to-exceed” budget is to be representative of the Scope of Work defined within this RFP and proposed by the consulting firm. Any additional tasks listed outside of the maximum limit must be clearly identified and itemized.

Proposal Clarity

Maximum Score: 10 points

Amendments

Any amendments to this RFP shall be implemented in writing and issued by the Conservancy on their website at <http://highlinecanal.org/framework-rfp>. If this RFP is amended, then all terms and conditions, which are not modified, remain unchanged.

Communications with the High Line Canal Conservancy

All questions, inquiries and requests for clarification regarding this RFP shall be submitted by email to rfp@highlinecanal.org. Direct contact with the Conservancy staff, Selection Committee, Board members and leadership team members should be avoided, but in necessary cases questions shall be submitted via email. Responses to any questions will be issued by the Conservancy and posted on their website at <http://highlinecanal.org/framework-rfp>. Selection Committee members, Board members or other leadership team members have been requested to avoid communication with members of prospective consultant teams.

Confidentiality

Because a portion of the funding for the planning process is from government sources, all documents submitted to the Conservancy under this RFP are generally subject to the Colorado Open Records Act, and unless exempt from disclosure, must be made available to members of the public.

Conservancy Rights with Respect to Proposals

Issuance of this RFP and receipt of submittals of qualifications does not commit the Conservancy to interview any proposers, select any proposers or to enter into any contract. The Conservancy reserves the right to accept or reject any and all responses received for its convenience or if in the best interest of the Conservancy. The Conservancy also reserves the right to accept a proposal even if it does not contain all the information in response to this RFP. The Conservancy reserves the right to reject, or request replacement of, individual team members or firms comprising a consultant team.

The Conservancy reserves the right to interview or not to interview any or all teams to assist in identifying a team. The Selection Committee will review all proposal materials and may confer with professional references identified by proposing consultant teams. Upon selection of a consultant team for the project, negotiations will be undertaken regarding final project Scope of Work and fees. The Conservancy reserves the right to terminate such negotiations and begin negotiations with the next ranked consultant team.

All facts and opinions stated within this RFP, and all supporting documents and data are based on information available from a variety of sources. No representation or warranty is made with respect thereto. The Conservancy reserves the right to modify the selection process or other aspects of this RFP at its sole discretion. All firms that have been selected to receive the RFP will be notified of modifications via email notice and blog posting(s).

No Compensation for Request for Proposals

Receiving a RFP or submitting a proposal shall not commit the Conservancy to pay any costs incurred in responding to this RFP or commit the Conservancy to enter into any agreement with the proposer.

Compliance with Laws & Regulations

All respondents shall comply with all Federal, State and local laws and regulations.

Members of the Selection Committee Include

Nina Beardsley Itin: Chair, HLCC

Marty Zeller: President, Conservation Partners, LLC, Vice Chair and Chair of the Planning Task Force, HLCC

Harriet Crittenden LaMair: Executive Director, HLCC

Tracy Young: Parks, Recreation, and Natural Resources Manager, Aurora, HLCC Board Member

Shannon Carter: Open Spaces and Intergovernmental Relations Director, Arapahoe County

Tom Roode: Denver Water, Director of Operations

Tony Pickett, Urban Land Conservancy, Vice President, HLCC Board Member

Attachment A

FRAMEWORK PLAN — Existing Conditions GIS Data

Regional/Political

- City/County Boundaries
- Trails
- Highways/Roads
- Railroads
- Open Space
- Rivers and Water bodies
- Political Districts
- Schools
- Urban Centers
- Bicycle Facilities
- Parcels/Assessors Data
- RTD Data
- US Census Data (Blockgroup)

Canal Corridor

- Trail Access Points
- Mile Markers
- Recreational Facilities
- Adjacent Green Space
- At-Grade Crossings
- Grade Separated Crossings
- Disruption Points
- Trail Surface
- Stormwater Demonstration Project Reaches
- Tree Inventory
- Historic Facilities
- Proposed Development Sites

Attachment B

FRAMEWORK PLAN — Detailed Signage and Wayfinding Scope

The following outlines tasks to be undertaken for the signage and wayfinding plan. There will be time after the selection of the lead consultant to jointly review the scope for the signage and wayfinding plan and release a jointly agreed upon RFP.

The Scope of Work should include developing a consistent brand for the Canal and designing a wayfinding system, trail signage and a map and guide. This includes designing a brand for all signage and maps that has a consistent, recognizable look throughout the Canal, creating a strong sense of place, but that could also be adjusted to celebrate the varied character zones or sub-areas.

The signage and wayfinding system will be designed to project a consistent image for trails and pedestrian routes to easily and safely guide residents and visitors to and from the High Line Canal and nearby landmarks, facilities and community services. Additionally, the plan will improve community health by promoting multimodal forms of transportation including walking, bicycling and connections to public transit.

Wayfinding is more than signs. Wayfinding enables people to orient themselves and navigate from place to place with ease. Working together with other elements of the public realm, such as neighborhoods, it includes place names, landmarks, maps, and new media. It contributes to making a city more "legible" for residents, commuters and tourists.

Such signage must have minimal impacts on the environment, require little maintenance and meet the needs of users. Too many signs deter from the trail experience and compete for the attention of the user. A balance must be reached between providing adequate signage for users to find their way and avoiding "sign pollution."

In addition to the brand development and maps, the signage design should address the following:

The objectives of trail signing are to:

- improve the trail user experience;
- enhance the safety of people, vehicles, and property;
- improve travel within and between trail systems;
- increase comfort and confidence in navigating the trail system;
- promote recreational trail use;
- protect the environment by directing visitors onto designated trails, thereby helping to avoid trampling of trailside vegetation and prevent erosion;
- encouraging park managers to employ signage consistently and in a manner that is highly visible and clear;
- be flexible enough to accommodate special circumstances;
- utilize standardized components, thereby reducing production, administrative and maintenance costs;
- utilize standard nomenclature and symbols

Tasks should include, but not be limited to the following

1. Logo Review
The Conservancy has branding documents and a logo that should be evaluated for implementation on signage. Is the logo appropriate as is? Are there modifications that should be made for signage purposes? If the logo is revised, produce finished artwork in electronic format using standard file types, including vector format (i.e. pdf, ai, pst) and image format (i.e. jpg, gif, eps).
2. Trail System Definitions to Guide Sign Type
To inform the development of signage and wayfinding guidelines, the consultant will work with the project team to define the types of signs needed to mark the hierarchy of the trail system.

Consultant RFP – High Line Canal Framework Plan

Specifically, the hierarchy of signs should include in some form:

- Gateway signage: at the beginning and end of the Canal and potentially smaller gateways
- Signage marking transition between the five character zones identified in the Vision Plan
- Trailhead markers
- Trailhead kiosk with map
- Free-standing map
- Directional signs – indicating, for example, distance and direction to nearby landmarks/destinations, restrooms, parking and transit stops
- A standard set of mileage markers
- Identification markers: for example, cross-street names or adjacent park or landmark names
- Integrated donor recognition and/or naming opportunities
- Rules & regulations signs
- Ground-plane markers for orientation: for example, “towards the mountains” / “towards the airport”
- Other basic information: for example, information about accessibility including trail surface material and condition
- Conceptual wayfinding maps
 - Interpretive signage – including design, identification of locations and an outline of content for interpretive signage along the Canal
 - Digital wayfinding and interpretive information system development such as Bluetooth beacons
 - Recommendations for ways to integrate digital content, geo-catching and other interactive elements
 - Trail signage management and placement guidelines
 - Consideration should be given to providing written information in alternative formats such as Braille, large print, multiple languages or an audible format
 - Three prototype projects that will include design, content and cost estimates
 - Quick-win project: mileage markers

3. Develop Signage Design Guidelines

The consultant will develop design guidelines for a trail wayfinding system incorporating the final brand identity and logo. The consultant will develop a minimum of three (3) preliminary design concepts to present to the project team **with full-scale mock-ups of two (2) to three (3) selected elements**. Concepts should consider other existing regional brands/logos (i.e. of other jurisdictions’ parks and open space branding) and incorporate signage with flexibility to allow accommodation of other regional brands. The leadership team will choose a preferred design concept. The consultant will develop the design concept into a series of design guidelines. Design guidelines should consist of a hierarchy of wayfinding materials. It should include recommend themes, materials, dimensions, layouts, colors, fonts, images, structures and other key features for all signage types within the design guidelines. The final design guidelines should include a document, and construction ready details, formatted in AutoCAD, vector format (i.e. pdf, ai, pst) and image format (i.e. jpg, gif, eps), and suitable for printing.

4. Draft Signage Master Plan Report

Prepare a draft Signage Master Plan Report that summarizes the information and recommendations associated with Tasks 1 through 3 above. Ten (10) bound copies and an electronic version on a `flash drive of the draft materials shall be provided to the High Line Canal Conservancy for review.

5. User Guide to the High Line Canal Trail

Produce a new Trail Guide (formerly produced in-house by Denver Water), including graphic production, that is printable and includes an interactive online version. Also outline a range of printing cost estimates and recommendations.

Consultant RFP – High Line Canal Framework Plan

6. Freestanding Map for the High Line Canal

Produce a new map for the High Line Canal that is oriented toward the Canal user, will be appropriate for placement along the Canal, is interactive and will serve as a companion document to the User Guide to the High Line Canal. This map, and the User Guide, should be designed to allow for pull out detail of the different character zones.

7. Public Meetings/Presentations

A minimum of two public meeting shall be conducted to present the Design Guidelines and Signage Master Plan and solicit comments from the public and other interested parties. The meetings shall occur in an open-house format and will be located in areas which are in proximity to the trail selected by the Conservancy. Such meetings should be coordinated with outreach meetings scheduled for the Framework Plan and Landscape Design Guidelines. Additionally, the consultant should plan on spending some amount of time on the trail talking to users. A summary of written comments received at the meetings shall be prepared, and comments and suggestions integrated into the plan as appropriate. A minimum of two presentations shall be conducted for the Conservancy and the stakeholder team. Please be specific in your proposal regarding time allocated to the variety of public input methods your team will provide.

8. Final Signage Master Plan

Revisions to the Draft Design Guidelines and Signage Master Plan report shall incorporate comments received from the Conservancy and the stakeholder team and other reviewers. Comments received from outside agencies and reviewers shall be discussed and consolidated by the Conservancy prior to the incorporation into the plan. Ten (10) bound copies of the final materials shall be provided to the Conservancy. The digital files associated with all final graphics, maps, report text and illustrations shall be provided to the Conservancy. The Final Design Guidelines and Signage Master Plan shall include an Action Plan that lists key actions that need to be taken to implement the proposed plan, and the order in which they should be addressed.

9. Quick Win Project - Mileage Markers

The consultant will provide final design drawings and preliminary cost estimates for fabrication and installation of mileage marker signs and guidelines (side of path, distance from path, etc.).



Board Summary Report

Date: September 28, 2017
To: Board of County Commissioners
Through: Shannon Carter, Open Spaces Department Director
From: Josh Tenneson, Grants and Acquisitions Manager
Subject: Joint Project Funding – Chatfield Environmental Pool

Request and Recommendation:

Request BOCC approval for the expenditure of up to \$112,500 in Open Space Acquisition and Development funding for the Chatfield Environmental Pool project (which will purchase 15 acre-feet of Environmental Pool storage capacity in Chatfield Reservoir to improve South Platte River flows for environmental, water quality, and recreational purposes), contingent on the project partners contributing matching funding. This topic was heard by the Board of County Commissioners at a study session on May 22, 2017.

Background:

Denver Water has committed \$1,875,000 to fund the purchase of 250 acre-feet of storage space in Chatfield Reservoir for environmental purposes if other partners along the South Platte River can raise the funds necessary to match that amount and purchase an additional 250 acre-feet. The 500 acre-feet of water used to supplement the environmental storage space will be owned by the Central Colorado Water Conservancy District, a major agricultural district downstream from Denver. The timing of the water releases will be managed by Colorado Parks and Wildlife. Central Water has agreed to pay ongoing costs for operation and maintenance of the space (estimated to cost approximately \$1,250,000).

This is a perfect example of the kind of project envisioned in the 2015 Colorado Water Plan for maximizing resources through projects that provide multiple benefits for multiple users. The Environmental Pool, part of the Chatfield Reallocation Project, is being created to allow for strategic releases out of Chatfield Reservoir for stream flows. The flows will be timed to maximize the environmental and recreational benefits to the river in the metro area, while also providing additional benefits to agricultural users downstream. This project benefits fish, urban water quality, recreational users, and agricultural communities and contributes to the overall health and vitality of the region's largest natural water resource.

Links to Align Arapahoe:

- Increase Intergovernmental Cooperation
- Increase Community and Regional Partnerships
- Improve Park, Trail and Open Space Opportunities
- Improve Customer Experience
- Optimize Use of Resources

Discussion:

The South Platte Working Group (a collaborative working group of the jurisdictions and districts along the South Platte River in Arapahoe County as well as regional, state, and federal agencies and other organizations) has discussed raising funds to purchase 50 acre-feet of storage for the Environmental Pool (out of the total 500 acre-feet of storage). Since 2006, the South Platte Working Group has completed over \$50 million in land acquisitions and projects along the river. Purchasing water storage in Chatfield Reservoir and being able to control the timing of the water releases will shore up many of the previous investments made along the South Platte River in Arapahoe County.

So far, the City of Littleton, City of Englewood, South Metro Land Conservancy, City of Columbine Valley, City of Sheridan, and South Suburban Parks and Recreation District have committed to purchasing a combined total of 35 acre-feet. Arapahoe County is being asked to purchase an additional 15 acre-feet. The following table shows how the County's investment will be leveraged by other partners in Arapahoe County:

| | |
|--|-------------------|
| Arapahoe County Open Spaces | \$112,500 |
| City of Englewood | \$75,000 |
| City of Littleton | \$75,000 |
| South Suburban Parks and Recreation District | \$75,000 |
| City of Sheridan | \$22,500 |
| City of Columbine Valley | \$7,500 |
| South Metro Land Conservancy | \$7,500 |
| Total | \$375,000* |

*Total project cost for all partners = \$5,000,000

In addition to the Arapahoe County partners listed above, the following have also committed to this regional effort: Denver Water (\$1,875,000), City and County of Denver (\$375,000), The Greenway Foundation (\$75,000), Colorado Parks Foundation (\$75,000), Shoemaker Family (\$75,000), Walton Family Foundation (\$337,500), and Central Water (\$1,250,000). Adams County and Weld County, among others, are also being asked to participate in this effort.

Alternatives:

Delay, modify or deny funding.

Fiscal Impact:

\$112,500 of Open Spaces funds from the Open Space Acquisition and Development Fund will be used on the project. The Open Space Acquisition and Development Fund balance exceeds this amount. Furthermore, the County will not incur annual maintenance costs.

Concurrence

On June 26, 2017, Open Space and Trails Advisory Board (OSTAB) and Open Spaces Staff discussed this item and made a joint recommendation to the BoCC (attached).

Attorney Comments:

None.

Reviewed By:

Josh Tenneson, Grants and Acquisitions Manager
Open Spaces

Shannon Carter, Director
Intergovernmental Relations and Open Spaces

Janet Kennedy, Director
Finance

Tiffanie Bleau
Assistant County Attorney

Attachments:

OSTAB Recommendation to the BoCC

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to approve the expenditure of up to \$112,500 in Open Space Acquisition and Development funding for the Chatfield Environmental Pool project (which will purchase 15 acre-feet of Environmental Pool storage capacity in Chatfield Reservoir to improve South Platte River flows for environmental, water quality, and recreational purposes), contingent on the project partners contributing matching funding.

The vote was:

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

The Chair declared the motion carried and so ordered.



OSTAB Recommendation

Date: June 26, 2017
To: Board of County Commissioners
From: Open Space and Trails Advisory Board (OSTAB)
Subject: **Joint Project Funding – Chatfield Environmental Pool**

OSTAB Recommendation: After reviewing the request for approval for the Chatfield Environmental Pool, OSTAB recommends to the BoCC that the County approve the expenditure up to \$112,500 in Open Space Acquisition and Development funding for the Chatfield Environmental Pool project (which will purchase 15 acre-feet of Environmental Pool storage capacity in Chatfield Reservoir), contingent on the project partners contributing matching funding.

Motion by: Beverly Bradshaw

Seconded by: Sharon Powers

Vote: __7__ Yes

__0__ No

__0__ Absent and Excused

__0__ Abstain

__0__ Vacancy



Board Summary Report

Date: October 3, 2017

To: Board of County Commissioners

Through: Ron Carl, County Attorney

From: John R. Christofferson, Deputy County Attorney

Subject: Colorado Cannabis Services, LLC, D/B/A Green Cross Caregivers
1842 S. Parker Road, Unit 18
Denver, CO 80231

Request and Recommendation

The purpose of this report is to request renewal of a Medical Marijuana Local License pursuant to the Arapahoe County Medical Marijuana Policy for Colorado Cannabis Services, LLC, d/b/a Green Cross Caregivers located at 1842 S. Parker Road, Unit 18, Denver, CO 80231. The Department of Revenue requires the local jurisdiction to grant a renewal license prior to the State of Colorado issuing its renewed Medical Marijuana Facility State License.

Background

In November 2000, Colorado voters passed Amendment 20 creating an exception to state criminal laws, allowing the use of medical marijuana in certain limited circumstances. The Colorado General Assembly in the 2010 legislative session established the Colorado Medical Marijuana Code, which created a State Licensing Authority under the Department of Revenue (the "Authority") and created a local option for the County.

The Board of County Commissioners ("BOCC") adopted a temporary moratorium on medical marijuana land uses on December 15, 2009. On March 15, 2011, the BOCC adopted a resolution amending its Land Development Code Regulations by adding a new section 12-1800 "Medical Marijuana Land Uses," which prohibits new medical marijuana facilities but allows those facilities existing as of December 15, 2009 to continue as legal non-conforming uses. At that time, a total of up to four (4) medical marijuana facilities were potentially in existence and in compliance with the Land Development Code non-conforming use requirements. These facilities require a medical marijuana facility local license from the County.

On June 26, 2012, the BOCC adopted the "Arapahoe County Medical Marijuana Licensing Policy," which created standards for medical marijuana facility local licenses issuance by the County. The County relies on the State Licensing Authority under the Department of Revenue (the "Authority") to determine whether the applicant for a medical marijuana facility local license is in compliance with the Colorado Medical Marijuana Code. If in compliance, then the County will determine whether the applicant is one of the four medical marijuana facilities that were potentially in existence as of December 15, 2009, and whether the applicant is currently in compliance with the Land Development Code non-conforming use requirements. If in

compliance, then the application will be placed on the BOCC consent agenda for renewal and issuance of the medical marijuana facility local license.

On November 29, 2012, pursuant to the Arapahoe County Medical Marijuana Licensing Policy, the BOCC approved and issued a Medical Marijuana Local License for Colorado Cannabis Services, LLC, d/b/a Green Cross Caregivers. The license was previously renewed annually with the most recent renewal on December 24, 2017.

Discussion

On September 28, 2017, the Arapahoe County Zoning Department confirmed that Colorado Cannabis Services, LLC, d/b/a Green Cross Caregivers, was in compliance with the Arapahoe County Land Development Code Regulations. On October 3, 2017, the Arapahoe County Sheriff's Office provided that there were no material issues or concerns with Colorado Cannabis Services, LLC, d/b/a Green Cross Caregivers. Recently, the State of Colorado Marijuana Enforcement Division changed its position on the timing of approval of licenses and requires the County to issue its local license prior to the State issuing its state license.

Pursuant to the Arapahoe County Medical Marijuana Licensing Policy, renewal and issuance of a Medical Marijuana Local License for Colorado Cannabis Services, LLC, d/b/a Green Cross Caregivers is being placed on the BOCC consent agenda for approval.

Alternatives

The alternative would be for the BOCC to not adopt this resolution.

Fiscal Impact

There is no fiscal impact to the County.

RESOLUTION NO. 170_____ It was moved by Commissioner _____ and duly seconded by Commissioner _____ to adopt the following Resolution:

WHEREAS, in November 2000, Colorado voters passed Amendment 20, which added Section 14 of Article XVIII of the Colorado Constitution, which amendment created an exception to state criminal laws, allowing the use of medical marijuana in certain limited circumstances; and

WHEREAS, during the 2010 General Session, members of the Colorado General Assembly adopted House Bill 10-1284 and Senate Bill 10-109, which added Article 43.3 to Title 12 of the Colorado Revised Statutes, which created the Colorado Medical Marijuana Code to regulate the cultivation, manufacture, distribution, and sale of medical marijuana (the “Medical Marijuana Code”), which took effect July 1, 2010; and

WHEREAS, the Medical Marijuana Code created a State Licensing Authority under the Department of Revenue (the “Authority”) and required the Authority to promulgate such rules and special rulings and findings as necessary for the proper regulation, control, and enforcement of the cultivation, manufacture, distribution, and sale of medical marijuana, and develop such forms, licenses, identification cards, and applications as are necessary for the administration of the Medical Marijuana Code; and

WHEREAS, the Medical Marijuana Code created a local option allowing the County to prohibit the operation of medical marijuana centers, optional premises cultivation operations, and medical marijuana-infused products manufacturers’ licenses, or, alternatively, to impose standards in addition to those specified by the Medical Marijuana Code and by the Authority; and

WHEREAS, starting on December 15, 2009, by the adoption of Resolution No. 090964, the Board of County Commissioners (the “BOCC”) adopted and later extended a temporary moratorium on medical marijuana land uses in the interest of the health, safety, and welfare of the citizens of Arapahoe County in order to allow staff to investigate unique impacts of medical marijuana on land use within unincorporated Arapahoe County; and

WHEREAS, on March 15, 2011, the BOCC adopted Resolution No. 110257 amending its Land Development Code Regulations by adding a new section 12-1800 “Medical Marijuana Land Uses,” which prohibited new medical marijuana facilities but allowed the four (4) medical marijuana facilities that were potentially in existence and in compliance with the Land Development Code non-conforming use requirements as of December 15, 2009, to continue as legal non-conforming uses; and

WHEREAS, on June 26, 2012, the BOCC adopted Resolution No. 120494, which resolution established the Arapahoe County Medical Marijuana Licensing Policy (the “Policy”) as the County’s policy regarding specific standards for issuance of a medical marijuana license; and

WHEREAS, on November 29, 2012, pursuant to the Arapahoe County Medical

Marijuana Licensing Policy, the BOCC approved and issued a Medical Marijuana Local License for Colorado Cannabis Services, LLC, d/b/a Green Cross Caregivers located at 1842 S. Parker Road, Unit 18, Denver, Colorado; and

WHEREAS, pursuant to the Arapahoe County Medical Marijuana Licensing Policy, the BOCC approved the renewal and issuance of a Medical Marijuana Local License for Colorado Cannabis Services, LLC, d/b/a Green Cross Caregivers, LLC, in 2013, 2014, 2015, 2016, and December 2017; and

WHEREAS, Colorado Cannabis Services, LLC, d/b/a Green Cross Caregivers, has requested renewal of its Medical Marijuana Local License pursuant to the Policy; and

WHEREAS, on September 28, 2017, the Arapahoe County Zoning Department confirmed that Colorado Cannabis Services, LLC, d/b/a Green Cross Caregivers was in compliance with the Arapahoe County Land Development Code Regulations; and

WHEREAS, on October 3, 2017, the Arapahoe County Sheriff's Office provided that there were no material issues or concerns with Colorado Cannabis Services, LLC, d/b/a Green Cross Caregivers.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County, Colorado, that pursuant to the Arapahoe County Medical Marijuana Licensing Policy, the Board of County Commissioners of Arapahoe County, Colorado hereby approves renewal of the Medical Marijuana Local License for Colorado Cannabis Services, LLC, d/b/a Green Cross Caregivers located at 1842 S. Parker Road, Unit 18, Denver, Colorado and hereby directs the Chair to sign the Medical Marijuana Local License for Colorado Cannabis Services, LLC, d/b/a Green Cross Caregivers.

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: September 19, 2017

To: Board of County Commissioners

Through: Ron Carl, County Attorney

From: John R. Christofferson, Deputy County Attorney

Subject: Green Leaf, LLC
2280 S. Quebec St. #G
Denver, CO 80231

Request and Recommendation

The purpose of this report is to request renewal of a Medical Marijuana Local License pursuant to the Arapahoe County Medical Marijuana Policy for Green Leaf, LLC, located at 2280 S. Quebec St., Unit G, Denver, CO 80231. The Department of Revenue requires the local jurisdiction to grant a renewal license prior to the State of Colorado issuing its renewed Medical Marijuana Facility State License.

Background

In November 2000, Colorado voters passed Amendment 20 creating an exception to state criminal laws, allowing the use of medical marijuana in certain limited circumstances. The Colorado General Assembly in the 2010 legislative session established the Colorado Medical Marijuana Code, which created a State Licensing Authority under the Department of Revenue (the "Authority") and created a local option for the County.

The Board of County Commissioners ("BOCC") adopted a temporary moratorium on medical marijuana land uses on December 15, 2009. On March 15, 2011, the BOCC adopted a resolution amending its Land Development Code Regulations by adding a new section 12-1800 "Medical Marijuana Land Uses," which prohibits new medical marijuana facilities but allows those facilities existing as of December 15, 2009 to continue as legal non-conforming uses. At that time, a total of up to four (4) medical marijuana facilities were potentially in existence and in compliance with the Land Development Code non-conforming use requirements. These facilities require a medical marijuana facility local license from the County.

On June 26, 2012, the BOCC adopted the "Arapahoe County Medical Marijuana Licensing Policy," which created standards for medical marijuana facility local licenses issuance by the County. The County relies on the State Licensing Authority under the Department of Revenue (the "Authority") to determine whether the applicant for a medical marijuana facility local license is in compliance with the Colorado Medical Marijuana Code. If in compliance, then the County will determine whether the applicant is one of the four medical marijuana facilities that were potentially in existence as of December 15, 2009, and whether the applicant is currently in compliance with the Land Development Code non-conforming use requirements. If in

compliance, then the application will be placed on the BOCC consent agenda for renewal and issuance of the medical marijuana facility local license.

On December 18, 2012, pursuant to the Arapahoe County Medical Marijuana Licensing Policy, the BOCC approved and issued a Medical Marijuana Local License for Green leaf, LLC. The license was previously renewed annually with the most recent renewal on January 3, 2017.

Discussion

On September 8, 2017, the Arapahoe County Zoning Department confirmed that Green Leaf, LLC, was in compliance with the Arapahoe County Land Development Code Regulations. On September 12, 2017, the Arapahoe County Sheriff's Office provided that there were no issues or concerns with Green Leaf, LLC. Recently, the State of Colorado Marijuana Enforcement Division changed its position on the timing of approval of licenses and requires the County to issue its local license prior to the State issuing its state license.

Pursuant to the Arapahoe County Medical Marijuana Licensing Policy, renewal and issuance of a Medical Marijuana Local License for Green Leaf, LLC, is being placed on the BOCC consent agenda for approval.

Alternatives

The alternative would be for the BOCC to not adopt this resolution.

Fiscal Impact

There is no fiscal impact to the County.

RESOLUTION NO. 170_____ It was moved by Commissioner _____ and duly seconded by Commissioner _____ to adopt the following Resolution:

WHEREAS, in November 2000, Colorado voters passed Amendment 20, which added Section 14 of Article XVIII of the Colorado Constitution, which amendment created an exception to state criminal laws, allowing the use of medical marijuana in certain limited circumstances; and

WHEREAS, during the 2010 General Session, members of the Colorado General Assembly adopted House Bill 10-1284 and Senate Bill 10-109, which added Article 43.3 to Title 12 of the Colorado Revised Statutes, which created the Colorado Medical Marijuana Code to regulate the cultivation, manufacture, distribution, and sale of medical marijuana (the “Medical Marijuana Code”), which took effect July 1, 2010; and

WHEREAS, the Medical Marijuana Code created a State Licensing Authority under the Department of Revenue (the “Authority”) and required the Authority to promulgate such rules and special rulings and findings as necessary for the proper regulation, control, and enforcement of the cultivation, manufacture, distribution, and sale of medical marijuana, and develop such forms, licenses, identification cards, and applications as are necessary for the administration of the Medical Marijuana Code; and

WHEREAS, the Medical Marijuana Code created a local option allowing the County to prohibit the operation of medical marijuana centers, optional premises cultivation operations, and medical marijuana-infused products manufacturers’ licenses, or, alternatively, to impose standards in addition to those specified by the Medical Marijuana Code and by the Authority; and

WHEREAS, starting on December 15, 2009, by the adoption of Resolution No. 090964, the Board of County Commissioners (the “BOCC”) adopted and later extended a temporary moratorium on medical marijuana land uses in the interest of the health, safety, and welfare of the citizens of Arapahoe County in order to allow staff to investigate unique impacts of medical marijuana on land use within unincorporated Arapahoe County; and

WHEREAS, on March 15, 2011, the BOCC adopted Resolution No. 110257 amending its Land Development Code Regulations by adding a new section 12-1800 “Medical Marijuana Land Uses,” which prohibited new medical marijuana facilities but allowed the four (4) medical marijuana facilities that were potentially in existence and in compliance with the Land Development Code non-conforming use requirements as of December 15, 2009, to continue as legal non-conforming uses; and

WHEREAS, on June 26, 2012, the BOCC adopted Resolution No. 120494, which resolution established the Arapahoe County Medical Marijuana Licensing Policy (the “Policy”) as the County’s policy regarding specific standards for issuance of a medical marijuana license; and

WHEREAS, on December 18, 2012, pursuant to the Arapahoe County Medical

Marijuana Licensing Policy, the BOCC approved and issued a Medical Marijuana Local License for Green Leaf, LLC, located at 2280 S. Quebec St., Unit G, Denver, Colorado; and

WHEREAS, pursuant to the Arapahoe County Medical Marijuana Licensing Policy, the BOCC approved the renewal and issuance of a Medical Marijuana Local License for Green Leaf, LLC, in 2014, 2015, 2016, and January 2017; and

WHEREAS, Green Leaf, LLC, has requested renewal of its Medical Marijuana Local License pursuant to the Policy; and

WHEREAS, on September 8, 2017, the Arapahoe County Zoning Department confirmed that Green Leaf, LLC, was in compliance with the Arapahoe County Land Development Code Regulations; and

WHEREAS, on September 12, 2017, the Arapahoe County Sheriff's Office provided that there were no issues or concerns with Green Leaf, LLC.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County, Colorado, that pursuant to the Arapahoe County Medical Marijuana Licensing Policy, the Board of County Commissioners of Arapahoe County, Colorado hereby approves renewal of the Medical Marijuana Local License for Green Leaf, LLC, located at 2280 S. Quebec St. #G, Denver, Colorado and hereby directs the Chair to sign the Medical Marijuana Local License for Green Leaf, LLC.

The vote was:

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

The Chair declared the motion carried and so ordered.



Board Summary Report

Date: September 29, 2017

To: Board of County Commissioners

From: Todd Weaver, Budget Manager

Subject: Submission of 2018 Recommended Budget

Purpose and Recommendation

The purpose of this public hearing is to present the Board of County Commissioners with the 2018 Recommended Budget for Arapahoe County, the Arapahoe County Recreation District, the Arapahoe County Law Enforcement Authority, the Arapahoe County Building Finance Corporation, and the Arapahoe County Water and Wastewater Public Improvement District in accordance with Colorado Revised Statute 29-1-105. The study session to discuss the content of the 2018 Recommended Budget is scheduled for the afternoon of October 17, 2017 with a public hearing also scheduled for October 24, 2017.

Background

The recommended budget contains projected revenues and expenditures for fiscal year 2018 and is in conformance with Colorado law including the Taxpayer's Bill of Rights (TABOR) and other legal revenue and spending restrictions. The 2018 Recommended Budget was prepared by the Executive Budget Committee and their key recommendations and proposals are to be presented in a Board Study Session on October 17, 2017. It is important to note that this is a recommended budget and is subject to further review and revision as additional information is obtained or other decisions are made regarding its content.

Discussion

There will be no formal presentation of the budget or discussion at this public hearing. The purpose of this public hearing is merely to present the Board of County Commissioners with the 2018 Recommended Budget document. The Board of County Commissioners will have time to review in preparation for a study session to discuss the content of the 2018 Recommended Budget scheduled on Tuesday, October 17, 2017.

Alternatives

Colorado Revised Statute 29-1-105 requires the submission of proposed budget estimates no later than October 15th of each year and October 10th is the last public meeting before the statutory deadline.

Fiscal Impact

There is no fiscal impact at this time. The fiscal impact to the County will be equivalent to this recommended budget plus any changes the Board of County Commissioners choose to make before adoption of the budget at a public hearing on December 12, 2017.

Reviewed By:

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

RESOLUTION NO. 17____ It was moved by Commissioner/Director ____ and duly seconded by Commissioner/Director ____ to acknowledge receipt of the proposed 2018 Budgets as prepared by the Arapahoe County Finance Department, pursuant to C.R.S. § 29-1-105, for Arapahoe County, the Arapahoe County Law Enforcement Authority, and the Arapahoe County Recreation District, and, as the ex officio Board of the Arapahoe County Water and Wastewater Public Improvement, acknowledge receipt of the proposed 2018 Budget submitted for the Arapahoe County Water and Wastewater Public Improvement District; to set the date of October 24, 2016 at 9:30 AM as the public hearing date for these proposed 2018 Budgets, and to publish the notice of this public hearing as required by C.R.S. § 29-1-106; and to further establish the date of December 12, 2017 at 9:30 AM as the date for the public hearing for the adoption of these 2018 budgets.

The vote was:

Commissioner/Director Baker, ____; Commissioner/Director Conti, ____; Commissioner/Director Holen, ____; Commissioner/Director Jackson, ____; Commissioner/Director Sharpe, ____.

The Chair declared the motion carried and so ordered.

**ARAPAHOE COUNTY
NOTICE OF PUBLIC HEARING
2018 PROPOSED BUDGET
ARAPAHOE COUNTY GOVERNMENT**

A proposed budget for Arapahoe County has been submitted to the Board of County Commissioners of Arapahoe County for the ensuing fiscal year of 2018. A copy of such proposed budget has been filed in the Arapahoe County Finance Department, 5334 South Prince Street, Littleton, CO, and is open for public inspection between 8:00 a.m. and 4:30 p.m. Monday through Friday (except holidays) and is available via the County's website at www.arapahoegov.com under the Finance Department.

NOTICE IS FURTHER GIVEN that on Tuesday, October 24, 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, CO, the Board of County Commissioners will hold a public hearing at which all interested persons and citizens will be given an opportunity to be heard concerning the proposed 2018 Arapahoe County Budget.

NOTICE IS FURTHER GIVEN that the final proposed 2018 Budget is scheduled for adoption and appropriation at a regular meeting of the Board of County Commissioners of Arapahoe County scheduled for Tuesday, December 12, 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, CO.

Any interested elector within Arapahoe County may inspect the proposed 2018 Arapahoe County Budget and may file or register any protests or objection thereto at any time prior to final adoption of the 2018 Budget for Arapahoe County Government.

Matt Crane, Clerk to the Board
by Joleen Sanchez, Deputy Clerk

**ARAPAHOE COUNTY
NOTICE OF PUBLIC HEARING
2018 PROPOSED BUDGET
ARAPAHOE LAW ENFORCEMENT AUTHORITY**

A proposed budget for the Arapahoe Law Enforcement Authority has been submitted to the Board of County Commissioners of Arapahoe County for the ensuing fiscal year of 2018. A copy of such proposed budget has been filed in the Arapahoe County Finance Department, 5334 South Prince Street, Littleton, CO, and is open for public inspection between 8:00 a.m. and 4:30 p.m. Monday through Friday (except holidays) and is available via the County's website at www.arapahoegov.com under the Finance Department.

NOTICE IS FURTHER GIVEN that on Tuesday, October 24, 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, CO, the Board of County Commissioners will hold a public hearing at which all interested persons and citizens will be given an opportunity to be heard concerning the proposed 2018 Arapahoe Law Enforcement Authority Budget.

NOTICE IS FURTHER GIVEN that the final proposed 2018 Budget is scheduled for adoption and appropriation at a regular meeting of the Board of County Commissioners of Arapahoe County scheduled for Tuesday, December 12, 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, CO.

Any interested elector within the Arapahoe Law Enforcement Authority may inspect the proposed 2018 Arapahoe Law Enforcement Authority Budget and may file or register any protests or objection thereto at any time prior to final adoption of the 2018 Budget for the Arapahoe Law Enforcement Authority.

Matt Crane, Clerk to the Board
by Joleen Sanchez, Deputy Clerk

**ARAPAHOE COUNTY
NOTICE OF PUBLIC HEARING
2018 PROPOSED BUDGET
ARAPAHOE COUNTY RECREATION DISTRICT**

A proposed budget for the Arapahoe County Recreation District has been submitted to the Board of County Commissioners of Arapahoe County for the ensuing fiscal year of 2018. A copy of such proposed budget has been filed in the Arapahoe County Finance Department, 5334 South Prince Street, Littleton, CO, and is open for public inspection between 8:00 a.m. and 4:30 p.m. Monday through Friday (except holidays) and is available via the County's website at www.arapahoegov.com under the Finance Department.

NOTICE IS FURTHER GIVEN that on Tuesday, October 24, 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, CO, the Board of County Commissioners will hold a public hearing at which all interested persons and citizens will be given an opportunity to be heard concerning the proposed 2018 Arapahoe County Recreation District Budget.

NOTICE IS FURTHER GIVEN that the final proposed 2018 Budget is scheduled for adoption and appropriation at a regular meeting of the Board of County Commissioners of Arapahoe County scheduled for Tuesday, December 12, 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, CO.

Any interested elector within the Arapahoe County Recreation District may inspect the proposed 2018 Arapahoe County Recreation District Budget and may file or register any protests or objection thereto at any time prior to final adoption of the 2018 Budget for the Arapahoe County Recreation District.

Matt Crane, Clerk to the Board
by Joleen Sanchez, Deputy Clerk

**ARAPAHOE COUNTY
NOTICE OF PUBLIC HEARING
2018 PROPOSED BUDGET
ARAPAHOE COUNTY WATER AND WASTEWATER
PUBLIC IMPROVEMENT DISTRICT**

A proposed budget for the Arapahoe County Water and Wastewater Public Improvement District has been submitted to the Board of County Commissioners of Arapahoe County, as the *ex officio* Board of Directors of the Arapahoe County Water and Wastewater Public Improvement District, for the ensuing fiscal year of 2018. A copy of such proposed budget has been filed in the Arapahoe County Finance Department, 5334 South Prince Street, Littleton, CO, and is open for public inspection between 8:00 a.m. and 4:30 p.m. Monday through Friday (except holidays) and is available via the County's website at www.arapahoegov.com under the Finance Department.

NOTICE IS FURTHER GIVEN that on Tuesday, October 24, 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, CO, the Board of County Commissioners will hold a public hearing at which all interested persons and citizens will be given an opportunity to be heard concerning the proposed 2018 budget for the Arapahoe County Water and Wastewater Public Improvement District.

NOTICE IS FURTHER GIVEN that the final proposed 2018 Budget is scheduled for adoption and appropriation at a regular meeting of the Board of County Commissioners of Arapahoe County, as the *ex officio* Board of Directors of the Arapahoe County Water and Wastewater Public Improvement District, scheduled for Tuesday, December 12, 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, CO.

Any interested elector within the Arapahoe County Water and Wastewater Public Improvement District may inspect the proposed 2018 Budget for the Arapahoe County Water and Wastewater Public Improvement District and may file or register any protests or objection thereto at any time prior to final adoption of the 2018 Budget for the Arapahoe County Water and Wastewater Public Improvement District.

Matt Crane, Clerk to the Board
by Joleen Sanchez, Deputy Clerk

PROPOSED MOTION

I move to acknowledge receipt of the 2018 recommended budgets for Arapahoe County, the Arapahoe County Law Enforcement Authority, and the Arapahoe County Recreation District, and, as the ex officio Board of the Arapahoe County Water and Wastewater Public Improvement District, acknowledge receipt of the proposed 2018 Budget submitted for the Arapahoe County Water and Wastewater Public Improvement District and set the date of October 24, 2017 as the public hearing date for these proposed budgets and further establish December 12, 2017 as the date for the public hearing for the adoption of these 2018 budgets.