



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

Nancy A. Doty, Chair, District 1
Nancy Sharpe, District 2
Rod Bockenfeld, District 3
Nancy Jackson, Chair Pro-Tem, District 4
Bill Holen, District 5

Public Meeting
August 23, 2016
9:30 A.M.

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

CALL TO ORDER

Arapahoe County Board of County Commissioners

INTRODUCTION

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

ROLL CALL

PLEDGE OF ALLEGIANCE

MODIFICATION TO THE AGENDA

ADOPTION OF THE AGENDA

CITIZEN COMMENT PERIOD

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

CONSENT AGENDA

1. 8.1.2016 Warrant ACH Expenditure Report

Authorization to sign the Warrant Disbursement Register

Ron Carl, County Attorney

Documents:

[8.1.2016 WARRANT ACH EXPENDITURE REPORT.PDF](#)

2. 8.8.2016 Warrant ACH Expenditure Report

Authorization to sign the Warrant Disbursement Register

Ron Carl, County Attorney

Documents:

[8.8.2016 WARRANT ACH EXPENDITURE REPORT.PDF](#)

3. Board of Assessment Appeals

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

Ron Carl, County Attorney

Karen Thompsen, Paralegal, County Attorney's Office

Documents:

[8 AUGUST 23 2016.DOC](#)
[SAMPLE BAA RESOLUTION.DOC](#)

4. County Veteran Services Office Report - July 2016

Acceptance of the County Veteran Services Office report from July 2016

Tim Westphal, Veterans Services Officer, Community Resources

Linda Haley, Senior Services Division Manager, Community Resources

Don Klemme, Director, Community Resources

Documents:

[07-2016 BSR JULY.PDF](#)

5. Extension Letter for Nicoletti-Flater Pre-employment and Employee Counseling Services

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the extension of the Agreement for Services with Nicoletti-Flater Associates from June 1, 2016, through May 31, 2017, pursuant to the terms contained therein

Olga Fujaros, Budget and Logistics Manager, Sheriff's Office

Jon Takayama, Human Resources Manager, Sheriff's Office

Larry Etheridge, Support Services Bureau Chief, Sheriff's Office

David C. Walcher, Sheriff

Keith Ashby, Purchasing Manager, Finance

Tiffanie Bleau, Senior Assistant County Attorney

Documents:

[NICOLETTI-FLATER EXTENSION LETTER BSR.DOC](#)
[RESO FOR EXTENSION LETTER NICOLETTI-FLATER.DOC](#)
[EXTENSION LETTER EXECUTED.PDF](#)

6. Fairgrounds Event Center Cancellation Policy

Adoption of a resolution authorizing the implementation of a new Fairgrounds Cancellation Policy for all contracts for external events beginning in January of 2017

Matt Bixenman, Fairgrounds Operations Supervisor
Ashley Clement, Fairgrounds Event Coordinator
Glen Poole, Open Spaces Operations Manager
Shannon Carter, Director of Open Spaces & Intergovernmental Relations
Leanna Quint, Budget Analyst
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

[FAIRGROUNDS_CANCELLATION_POLICY_CONSENT AGENDA_BSR.DOC](#)

7. Fire Lane Designation - The Shops at Tallgrass - 21699 E. Quincy Ave.

Adoption of a resolution approving a request from PNQ, LLC that 21699 East Quincy Avenue, located at the Streets at Tallgrass, be adopted into the Fire Lane Resolution program

Jennifer Jepson-Cook, Assistant Traffic Engineer, Public Works and Development
David M. Schmit, Director, Public Works and Development
Keith Ashby, Purchasing Manager, Finance
Robert Hill, Senior Assistant County Attorney

Documents:

[FIRE LANE THE SHOPS AT TALLGRASS REVISED 8-12-16.DOC](#)
[FIRE LANE THE SHOPS AT TALLGRASS RESO REVISED 8-12-16.DOC.DOCX](#)
[LETTER OF REQUEST SHOPS AT TALLGRASS.PDF](#)
[TALL GRASS SHOPS FIRE LANE MAP.PDF](#)

8. Memorandum of Understanding Shiloh House Lease

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign an intergovernmental agreement with the Douglas County Sheriff's Office regarding the lease of office space located at Shiloh House, pursuant to the terms contained therein

Olga Fujaros, Budget & Logistics Manager, Sheriff's Office
Larry Etheridge, Support Services Bureau Chief, Sheriff's Office
Louie Perea, Undersheriff, Sheriff's Office
David C. Walcher, Sheriff
Janet Kennedy, Director, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

[BSR - FRP OFFICE SPACE \(002\).DOCX](#)
[DOUGLASARAPAHOE_SHILOH HOUSE IGA_JULY 2016 REV4 \(002\).DOCX](#)
[RESO -SHILOH HOUSE.DOCX](#)

9. Public Trustee's 2nd Quarter 2016 Net Income Statement

Acceptance of the Public Trustee's 2nd Quarter 2016 Net Income Statement

Cynthia D. Mares, Public Trustee
John Christofferson, Deputy County Attorney

Documents:

10. Sponsor and Fund the Arapahoe County Incident Management Team

Adoption of a resolution approving the sponsorship and funding of the Arapahoe County Type IV Incident Management Team and authorizing the Chair of the Board of County Commissioners to sign the Memorandum of Understanding for the Incident Management Team

Olga Fujaros, Budget & Logistics Manager, Arapahoe County Sheriff's Office
Larry Etheridge, Support Services Bureau Chief, Arapahoe County Sheriff's Office
Louie Perea, Undersheriff, Arapahoe County Sheriff's Office
David C. Walcher, Arapahoe County Sheriff
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

[BSR - 2016 ACG IMT.DOC](#)
[RESO AC AHIMT.DOC](#)
[ACIMT MOU UPDATE - V3.DOCX](#)

11. Uniform Business Personal Property Tax Exemption - 2016

Adoption of a resolution by the Board of County Commissioners to enact an increase in the uniform exemption from taxation upon business personal property to cause the first twenty thousand dollars (\$20,000.00) in actual value of personal property listed on a single personal property schedule to be exempt from the levy and collection of property tax. This exemption amount shall apply to all businesses located in Arapahoe County and shall apply to those taxes levied by the Board of County Commissioners of Arapahoe County for the Arapahoe County Budget, for the Arapahoe Law Enforcement Authority Budget, for the Arapahoe County Recreation District Budget, and for the Arapahoe County Water and Wastewater Public Improvement District Budget for tax year 2016, to be collected in calendar year 2017

Monica Babbitt, Deputy Assessor, Administration
John Christofferson, Deputy County Attorney

Documents:

[2016 BOARD SUMMARY REPORT CA - PERS PROP EXEMPT 20000 FOR 2016.DOC](#)
[RES NO 160___ BUSINESS PERSONAL PROPERTY EXEMP 2016.DOC](#)

GENERAL BUSINESS ITEMS

1. *PUBLIC HEARING - Adoption of the 2nd Quarter Supplemental Appropriations

Consideration of the 2nd Quarter Supplemental Appropriations

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

Documents:

[BSR- PUBLIC HEARING 2ND QTR 2016.DOCX](#)
[PROPOSED MOTION - 2RD QUARTER 2016 BUDGET SUPPLEMENTAL APPROPRIATIONS.DOCX](#)

COMMISSIONER COMMENTS

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

Arapahoe County is committed to making its public meetings accessible to persons with disabilities.

Assisted listening devices are available. Ask any staff member and we will provide one for you.

If you need special accommodations, contact the Commissioners' Office at 303-795-4630 or Relay Colorado 711.

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

REPORT FOR 07/26/2016 TO 08/01/2016

FUNDS SUMMARY:

FUNDS SUMMARY:

10 General Fund	463,065.16
11 Social Services	335,444.02
14 Law Enforcement Authority Dist	7,100.99
15 Arapahoe / Douglas Works!	87,214.93
16 Road and Bridge	125,680.85
20 Sheriff's Commissary	39,354.22
21 Community Development	1,015,128.63
22 Forfeited Property	10,243.57
26 Grants	20,933.49
28 Open Space Sales Tax	114,417.88
29 Homeland Security - North Cent	12,625.50
33 Building Maintenance Fund	28,111.17
34 Fair Fund	74,866.19
41 Capital Expenditure	484,548.00
42 Infrastructure	180,573.68
43 Arapahoe County Recreation Dis	67,616.77
70 Central Services	53,923.44
73 Self-Insurance Workers Comp	29,395.72
74 Self-Insurance Dental	38,532.87
84 E-911 Authority	23,332.50
	=====
TOTAL	3,212,109.58

FUND REPORT - EXPENDITURE TYPE

FUND 10 EXPENDITURE REPORT

4 RIVERS EQUIPMENT AG LLC	Supplies	179.79
ACCOUNT BROKERS INC	MISC.	12.00
ACSO EMPLOYEE TRUST FUND	MISC.	2.00
ALLEGIANT MORTUARY TRANSPORT LLC	Services And Other	5,210.00
ALSCO	Supplies	27.50
ANDREA RASIZER	Services And Other	188.63
ARAMARK SERVICES INC	Supplies	109.21
ARAPAHOE LIBRARY DISTRICT	Services And Other	11,515.16
BABY SHINE ACADEMY LLC	MISC.	15.00
BACKGROUND INFORMATION SERVICES INC	Services And Other	1,613.50
BASELINE ASSOCIATES INC	Services And Other	7,070.00
BC SERVICES INC	MISC.	80.00
BOBCAT OF THE ROCKIES LLC	Supplies	336.42
BONDED BUSINESS SERVICES	MISC.	15.00
BONDED BUSINESS SERVICES LTD	MISC.	45.00
BORENSTEIN & ASSOCIATES LLC	MISC.	15.00
BRIAN GILPATRICK	Services And Other	140.72
BRIAN WEISS	Services And Other	100.00
BRIDGESTONE RETAIL OPERATIONS LLC	Supplies	110.74
BRUMBAUGH & QUANDAHL PC	MISC.	15.00
BURG SIMPSON ELDREDGE	MISC.	5.00
CALIFORNIA STATE DISBURSEMENT UNIT	MISC.	52.15
CANON BUSINESS SOLUTIONS INC	Services And Other	45.25
CAROL A WINTER	Services And Other	35.00
CAROLINE HOGAN/PETTY CASH	Supplies	57.67
CARQUEST AUTO PARTS	Supplies	114.16
CCP INDUSTRIES	Supplies	432.90

REPORT FOR 08/02/2016 TO 08/08/2016

FUNDS SUMMARY:

FUNDS SUMMARY:

10 General Fund	1,647,539.65
11 Social Services	213,502.27
14 Law Enforcement Authority Dist	3,668.80
15 Arapahoe / Douglas Works!	72,050.63
16 Road and Bridge	255,506.77
19 Communications Network Replace	2,368.00
20 Sheriff's Commissary	8,046.02
21 Community Development	82.47
22 Forfeited Property	339.00
26 Grants	10,008.44
28 Open Space Sales Tax	37,306.55
33 Building Maintenance Fund	17,558.09
34 Fair Fund	57,416.00
41 Capital Expenditure	225,034.24
42 Infrastructure	27,657.09
43 Arapahoe County Recreation Dis	2,120.05
70 Central Services	44,392.68
71 Self-Insurance Liability	2,762.48
73 Self-Insurance Workers Comp	46,336.66
74 Self-Insurance Dental	25,361.36
84 E-911 Authority	47,386.36
91 Treasurer	6,710,294.40
	=====
TOTAL	9,456,738.01

FUND REPORT - EXPENDITURE TYPE

FUND 10 EXPENDITURE REPORT

4 A LLC	Supplies	2,205.00
4 RIVERS EQUIPMENT AG LLC	Supplies	523.76
A2M4SEEN LLP	Services And Other	381.37
ACCURACY INC	Supplies	7,450.00
ADAMSON POLICE PRODUCTS	Supplies	78.00
ADT US HOLDINGS INC	Services And Other	10,338.31
AMERICAN TIRE DISTRIBUTORS INC	Supplies	933.56
ANDREA PENNINGTON	Services And Other	159.00
ARAMARK CHICAGO LOCKBOX	Services And Other	11,716.00
ARAMARK CHICAGO LOCKBOX	Supplies	96,121.48
ARAMARK SERVICES INC	Supplies	65.53
ASSESSMENT TECHNOLOGIES LTD	Services And Other	1,000.00
ASSESSMENT TECHNOLOGIES LTD	Services And Other	6,000.00
BATTERY SYSTEMS INC	Supplies	71.97
BONDED BUSINESS SERVICES LTD	MISC.	15.00
BRIDGET GURULE	Services And Other	230.40
BRUCKNER TRUCK SALES INC	Supplies	6,052.42
BUSINESS PRODUCTS PLUS LLC	Supplies	314.45
CAITLIN MOCK	Services And Other	397.17
CAROLINE HOGAN	Services And Other	116.57
CAROLYN A YOUNGS	MISC.	15.00
CARQUEST AUTO PARTS	Supplies	30.87
CARRIE LARAIA	Services And Other	70.20
CDW GOVERNMENT	Services And Other	79.00
CELLEBRITE INC	Services And Other	3,098.99



Board Summary Report

Date: August 12, 2016
To: Board of County Commissioners
Through: Ronald A. Carl, County Attorney
From: Karen Thompsen, Paralegal
Subject: Approval of BAA Stipulation (1 Resolution Number)

Request and Recommendation

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

Background

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

Discussion

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

Tax Year	Docket #	Property Owner	Property Address	Code	Original Value	Stipulated Value
2015/2016	66625	Pamela Egan	2550 S. Syracuse Way	1.	\$170,000	\$170,000
2015/2016	66695	Windsor at Meadow Hills LP	4260 South Cimarron Way	2.	\$47,012,100	\$46,170,000
2015	66754	United Launch Alliance	9501 East Panorama Circle	7.	\$2,442,889	\$2,391,930
2015/2016	66993	Aspenwood Associates LLC	564 Potomac Street	2.	\$16,339,900	\$12,768,000
2015/2016	66996	Core Aurora CS LLC	13801 East Exposition Avenue & 13923 East Exposition Avenue	3.	\$11,602,000	\$11,250,000
2015/2016	66702	Wentworth LLC	11255 East Alameda Avenue	2.	\$21,514,528	\$18,480,000

2015/ 2016	67396	Renco Southbridge Et Al	111 West Mineral Avenue	4.	\$1,012,000	\$998,500
2015/ 2016	67397	Renco Southbridge Et Al	151 West Mineral Avenue	4.	\$20,803,000	\$20,401,500
2015/ 2016	67398	Renco Southbridge Et Al	101 West Mineral Avenue	4.	\$1,437,000	\$1,318,500
2015/ 2016	68297	Cherry Creek Realty Holdings, Inc.	14699 East Hampden Avenue	5.	\$11,840,000	\$8,500,000
2013/ 2014	68785	Weingarten/Miller / Englewood, LLC	901 Englewood Parkway	6.	\$1,225,000	\$725,000

Code

1. Leases provided by Petitioner establish classification as residential is correct.
2. Comparable market sales indicate that adjustment to this value is correct.
3. Income and sales comparison approaches, including the 8/14 (under contract 6/14) sale of the subject for \$11,250,000, indicate that adjustment to this value is correct.
4. Income and sales comparison approaches indicate that adjustment to this value is correct.
5. Condition and 1976 age of the subject in relation to comparable market sales indicates that adjustment to this value is correct.
6. Income, considering subject excess vacancy, and comparable market sales indicate that adjustment to this value is correct.
7. Additional information provided by Petitioner indicates that adjustment to this value is correct.

Alternatives

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

Fiscal Impact

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

Concurrence

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

Reviewed By:

Ronald A. Carl, County Attorney
Karen Thompsen, Paralegal

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

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

The vote was:

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

The Chair declared the motion carried and so ordered.



Board Summary Report

Date: 08/05/2016
To: Board of County Commissioners
Through: Don Klemme, Community Resources Department Director
From: T.J. Westphal, County Veterans Service Officer
Subject: Veterans Service Officer Summary Report

Direction/Information:

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

Background

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

Burials:

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

Health Services:

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

Claims:

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

Links to Align Arapahoe

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

Discussion

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

Alternatives

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

Fiscal Impact

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

Concurrence

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

Attorney Comments

If appropriate, include this section.

Reviewed By:

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

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



ARAPAHOE COUNTY
VETERANS SERVICE OFFICE

Arapahoe County Veterans Service Office July, 2016 - Summary Report

For the month of July, 2016:

- The County Veterans Service Office prepared, presented and appealed claims for federal benefits to the Department of Veterans Affairs. The office also administered the Veterans Trust Fund for emergency financial assistance. Staff conducted all daily operations to include meeting with veterans and/or their dependents, conducting community outreach, processing legal correspondence and fielding calls related to claims, referrals and general inquiries.
- John Rossie gave **12 hours** of volunteer service to the County Veterans Service Office.
- Goals and Objectives:
 - Total phone calls processed: **1015**
 - Specific to current claim action/status: **72**
 - Appointments, referrals, general inquiries: **468**
 - Scheduled/walk-in appointments/home visits: **74**
 - Claims for federal benefits filed to the VA: **31**
 - Other applications and claim correspondence: **93**
 - Requests for military records and corrections: **3**
 - Veterans Trust Fund requests granted: **0 (Grant FY End)**
 - New favorable award notifications received: **28**
 - 2016 Favorable decisions to date: **170**
 - 2016 VA claim award recoveries to date: **\$2,156,309.62**
- Training, Outreach and Community Events:
 - 07/06 – Community: Aurora Veterans Forum Monthly Meeting
 - 07/13 – Outreach: Benefits Presentation at Denver VHA Leadership Training
 - 07/13 – Outreach: Benefits Presentation at D.U. Sturm Center
 - 07/21 – Outreach: Benefits Presentation at Englewood Sertoma Club Meeting

Respectfully Submitted,

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



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

County of **ARAPAHOE** Month of **JULY 2016**

General Information		Request for Medica Records	
Telephone Calls	540	21-4142 & 21-4142a	0
Office Visits	74	Military Records/Corrections	
Home Visits	0	SF180	2
Outreach Visits	3	DD149	1
Community Events	1	DD293	0
Request for Medal	0	NA13075	0
Operation Recognition	0	Other	0
Correspondence Rec'd	30	NSC Pension	
Correspondence Written	49	21-527EZ	5
Info/Referral/Inquiries	468	21-8416	2
VCAA Notice	10	Widows Pension	
State Benefits	0	21-534EZ	0
Income Verifications	6	21-8416	0
New Claims Initiated		DIC	
21-22 CVA	21	21-5234EZ	0
21-22 others	0	Waivers/Compromise	
SC Entitlement		21-4138	1
21-526EZ New	19	21-5655	1
21-0966 Informal	11	Appeals	
21-526EZ New Issue	-	21-0985 NOD	4
21-526EZ Reopen	-	VA Form 9	2
21-526EZ Increase	-	VA Home Loan	
21-526EZ Secondary	-	26-1800	0

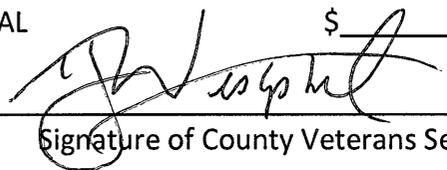
21-526EZ Reinstatement	-	Homeless Veterans Claims	
21-526EZ IU	1	Service Connection	0
21-8940 IU	1	NSC Pension	0
21-4192 IU Employer	1	Incarcerated Veterans	
21-4138 SMC	0	21-526EZ Reinstatement	0
21-686c Dependency	8	21-4138 Apportionment	0
21-674 School Attendance	0	Insurance Claims	
VA Healthcare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

Certification by County Veterans Service Officer

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

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

TOTAL \$ _____



Signature of County Veterans Service Officer

8-5-16

Date

Certification by County Commissioner or Designee

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

County Commissioner or Designee of

County

Date

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

Submit this form no later than the 15th day the following month.

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



David C. Walcher
Sheriff

OFFICE OF THE SHERIFF
13101 E. Broncos Parkway
Centennial, Colorado 80112
Phone: 720-874-4176
Fax: 720-874-4158
www.arapahoesherriff.org
sheriff@arapahoegov.com

Board Summary Report

Date: August 3, 2016

To: Board of County Commissioners

Through: David C. Walcher, Sheriff

From: Olga Fajaros, Budget and Logistics Manager

Subject: 2016 Extension of the Agreement for Services with Nicoletti-Flater Associates

Request and Recommendation

Request the Board of County Commissioners to authorize the Chair of the Board of County Commissioners to sign the Extension of the Agreement for Services with Nicoletti-Flater Associates from June 1, 2016, through May 31, 2017.

Background

Nicoletti-Flater Associates has provided psychological examinations for potential and existing Sheriff's Office employees as well as counseling through an Agreement beginning June 1, 2015 and renewable for three additional years under Reso 150327.

Discussion

Nicoletti-Flater and Associates is recognized nationally and its psychologists are certified specialists in Police and Public Safety Psychology by the ABPP. Clients included the FBI and DEA as well as over 70 Colorado law enforcement agencies. The only other board certified psychologist in Colorado is in Grand Junction. The firm has a large staff which can accommodate the testing and counseling needs for the Sheriff's Office, as dozens of applicants may be sent for one job opening or there may be a requirement for trauma intervention or critical incident counseling for several groups of employees.



An Internationally Accredited Agency

Committed to Quality Service with an Emphasis on Integrity, Professionalism and Community Spirit.

Links to Align Arapahoe

The Agreement with Nicoletti-Flater Associates helps ensure the safety of the Sheriff's Office sworn personnel and the community at large.

Alternatives

There are no alternatives.

Fiscal Impact

The cost for the psychological examinations and counseling will be paid out of the Sheriff's Office current Operating Budget.

Concurrence

The Board of County Commissioners' decision has a direct effect on the service provided to the citizens of Arapahoe County. The Sheriff's Office Administration and Support Services Bureau is in support of this request.

Reviewed by:

Olga Fajaros, Budget and Logistics Manager
Jon Takayama, Human Resources Manager
Larry Etheridge, Support Services Bureau Chief
Louie Perea, Undersheriff
David C. Walcher, Sheriff
Finance Department
County Attorney

RESOLUTION NO. It was moved by Commissioner and duly seconded by Commissioner to authorize the Chair of the Board of County Commissioners to sign the Letter of Extension to the Agreement for Services by and between Arapahoe County and Nicoletti-Flater Associates, for the purpose of providing potential and current Sheriff's Office employees psychological examinations and counseling, for a period of one (1) year from June 1, 2016 to May 31, 2017, at the rates set forth in the Letter of Extension, pursuant to the terms contained therein.

The vote was:

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

The Chair declared the motion carried and so ordered.



ARAPAHOE COUNTY
COLORADO'S FIRST

David C. Walcher
Sheriff

OFFICE OF THE SHERIFF
13101 E. Broncos Parkway
Centennial, Colorado 80112
Phone: 720-874-4176
Fax: 720-874-4158
www.arapahoesherriff.org
sheriff@arapahoegov.com

06/01/2015

Nicoletti-Flater Associates, PLLP
ATTN: John Nicoletti PhD
3595 S Teller St, Suite 310
Lakewood, CO 80236

SUBJ: Extension of Agreement for Pre-Employment and Employee Psychological Examinations and Employee Assistance Counseling for Arapahoe County

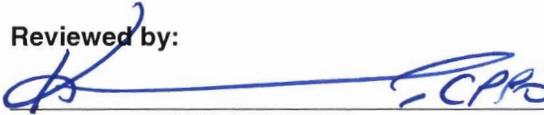
Arapahoe County and Nicoletti-Flater Associates, PLLP entered into an agreement for Pre-Employment and Employee Psychological Examinations and Employee Assistance Counseling for Arapahoe County on: June 26, 2015. The parties may mutually agree upon an annual extension of this agreement pursuant to the provisions as set forth in the original Agreement for Services and Reso 150327.

Nicoletti-Flater Associates, PLLP hereby agrees to maintain pricing without any increases, and all parties mutually agree upon an annual extension of this agreement pursuant to the provisions set forth in the solicitation.

Staff has determined that it is to the best interest of the County to extend this agreement from June 1, 2016 through May 31, 2017.

By signing below, both parties agree to the extension of this Agreement for Services.

Reviewed by:



Keith Ashby, CPPO, Purchasing Manager
Arapahoe County Government



Date



CONTRACTOR: Nicoletti-Flater

By: Lottie Flater
(Signature)

Title: Partner

Signed this 5th day of July, 2016

State of Colorado

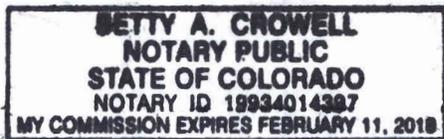
County of: Jefferson

Subscribed and sworn to before me this 5th day of July, 2016

By: Lottie Flater

My commission expires: 2-11-2018

Betty A. Crowell
Notary Public



SEAL

ATTEST: Clerk to the Board

ARAPAHOE COUNTY

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

Date: _____

Date: _____



Board Summary Report

Date: August 10, 2016

To: Board of County Commissioners

Through: Shannon Carter, Director of Open Spaces & Intergovernmental Relations

From: Glen Poole, Open Spaces Operations Manager
Matt Bixenman, Fairgrounds Operations Supervisor
Ashley Clement, Fairgrounds Event Coordinator

Subject: **Fairgrounds Event Center Cancellation Policy for External Events Approval**

Direction/Information

The Fairgrounds Operations staff discussed updates to the external cancellation policy governing rental contracts for the Fairgrounds Event Center with the Board of County Commissioners at the August 9, 2016 Study Session. Fairgrounds Operations staff is requesting that the Board of County Commissioners approve a new cancellation policy for external events.

Request and Recommendation

Request the Board of County Commissioners to authorize the adoption of Alternative #1 to be first applied to events occurring in fiscal year 2017. Updating the external cancellation policy protects the County from significant revenue loss due to event cancellations and brings the facility's cancellation policy in line with local industry standards.

In 2016, from January to June there were multiple event cancellations with short notice or no notification to staff. The current cancellation policy did not afford staff the opportunity to recover potential revenue losses due to these cancellations. The current cancellation policy does not provide an incentive for groups to cancel early. The total lost revenue from January to June in 2016 was \$12,751.74 dollars.

Background

The Fairground's Event Center added a new 25,000 square foot Exhibition Hall in March of 2016. Due to the expansion of the Event Center the facility has experienced an increased demand for weekend facility rentals supporting various events including tradeshow, consignment shows, animal shows and banquets. The increased demand has led to the need for an update to the external cancellation policy. A majority of rental clients book their events at least 1 year prior to the event date. Given the fact that a majority of clients are booking a year in advance, event cancellations that are less than 3 months prior to the event are problematic. Fairgrounds staff have a difficult time finding new clients to fill the open weekend which was a result of a short notice cancellation.

The Primary Goals of the External Cancellation Policy is to:

1. Have event holders cancel events as early as possible to ensure the facility can be rented to another client.
2. Move the client's event to another date or space as early as possible so the facility can be rented to another client.
3. Deter clients from signing a contract and then canceling their events within a close proximity to their event date with limited notice to staff.

Links to Align Arapahoe

Fiscal Responsibility

- Improve the Fairground's Event Center Economic Sustainability
 - Deter event holders from canceling events and provide financial incentives to cancel at least 3 months prior to events. This ensures Fairground's staff have sufficient opportunity to book a replacement event in the facility and sustain a strong revenue stream.
- Improve Government Efficiencies:
 - Ensuring event holders canceling well in advance their events allows Fairground's staff the sufficient time to re-book with minimal impact to their normal work load and also ensures compliance with County contracting process timelines.

Service First

- Achieve Customer Service Excellence
 - In an effort to provide quality customer service to all users of the Event Center, staff needs accurate and timely information from each rental client. Encouraging event cancellations to occur at least 3 months prior to an event allows staff sufficient time to properly work with a new client to book the vacated venue. The customer service experience for rental clients is greatly impacted by the time afforded to each rental process.

Discussion

The current Fairgrounds Event Cancellation Policy does not encourage event holders to cancel their events early, limits the ability of Fairground's staff to rebook an event of similar scale and reduces the overall revenue stream for this public facility. These constraints make it difficult for staff to proactively meet the rental revenue projections outlined in both the *Market Assessment Study* and the *Financial Analysis Study* completed by Markin Consulting in 2013. These studies emphasized the need for Fairgrounds management to have policies and procedures that proactively support sufficient event revenue generation. Successfully generating consistent and predictable revenues for the facility will ensure staff can support the overall cost recovery goals for the Event Center.

Fairgrounds staff compiled a comparison of similar local public venue cancellation policies (see table below). These policies represent the local industry standard for public venues.

Local Venue Cancellation Policy Comparisons

	180 days more (% of total anticipated expenses)	90-179 days or more (% of total anticipated expenses)	89-60 days or more (% of total anticipated expenses)	59-30 days or more (% of total anticipated expenses)	29 days or less (% of total anticipated expenses)
Arapahoe County Fairgrounds (Current Policy)	25%	25%	25%	40%	50%
Infinity Park Event Center	25%	50%	75%	75%	100%
Jefferson County Fairgrounds	0%	0%	100%	100%	100%
Douglas County Fairgrounds	0%	0%	25%	25%	100%
Island Grove Event Center	\$50	\$50	\$100	\$100	100%

Alternatives

The Board of County Commissioners during the August 9th, 2016 Study Session selected Alternative # 1 as the preferred alternative to move through to the County’s Consent Agenda process.

Cancellation of Event Policy Alternatives

AC Fairgrounds Cancellation Policy	90 days or more (% of total anticipated expenses)	89-60 days or more (% of total anticipated expenses)	59-30 days or more (% of total anticipated expenses)	29 days or less (% of total anticipated expenses)
Alternative #1	25%	50%	75%	100%
Alternative #2	25%	40%	60%	80%
Alternative #3	25%	40%	50%	75%
Alternative #4 (No Change, Current Policy)	25%	25%	40%	50%

Common Language to All Four Alternatives:

If Arapahoe County cancels the Rental Agreement for any unforeseen reason or act of God, then all monies paid to Arapahoe County by the Event Holder shall be refunded. Any liability of Arapahoe County shall be limited to the rental fees paid to Arapahoe County by the Event Holder. Arapahoe County shall not be responsible for any damages, monetary or otherwise, due to cancellation by Event Holder. Arapahoe County assumes no liability for cancellation of an Event regardless of the reason.

Arapahoe County may cancel, at its discretion, an Event due to administrative purposes or acts of nature. Event Holder’s sole remedy for cancellation of an Event by Arapahoe County, regardless of the reason for cancellation, is limited to the return of any refundable fees paid to Arapahoe County by the Event Holder.

Fiscal Impact

In 2016 from January to June 2016 there were multiple event cancellations with limited prior notification to Fairground’s staff. Without an updated cancellation policy in place, the Fairgrounds was unable to recover potential revenue lost from event cancellations. The current cancellation policy does not provide an incentive for groups to cancel at least 3 months prior to their event date. The total lost revenue from January to June 2016 was \$12,751.74 (see table below).

Event	Event Dates	Cancellation Date (Notification)	Staff Able to Re-Book Venue?	Total Anticipated Revenue	Total Actual Revenue	Lost Revenue
Wedding	April 15-16, 2016	April 14, 2016	No	\$2,509.00	\$670.00	\$1,839.00
Quinceanera	April 23, 2016	January 6, 2016	No	\$4,462.74	\$1,200.00	\$3,262.74
Trade Show	April 20 – 27, 2016	April 1, 2016	No	\$5,750.00	\$900.00	\$4,850.00
Small Animal Show	May 27-28, 2016	May 1, 2016	No	\$2,800.00	\$0	\$2,800.00
Total January – June 2016 Lost Revenue:						\$12,751.74

Concurrence

This is an external event cancellation policy, so it will not affect internal groups (CSU Extension, 4-H or other County Departments.) Citizen groups that book the venue (trade shows, weddings, and quinceaneras) are impacted by this recommendation as the new policy will increase the cost to the event holder for canceling an event on short notice.

Attorney Comments

Tiffanie Bleau, Senior Assistant County Attorney approved cancellation policy language on 5/16/2016.

Reviewed By

- Tiffanie Bleau, Senior Assistant County Attorney
- Leanna Quint, Budget Analyst
- Shannon Carter, Director of Open Spaces & Intergovernmental Relations
- Glen Poole, Open Spaces Operations Manager
- Matt Bixenman, Fairgrounds Operations Supervisor

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to authorize the implementation of a new Fairgrounds External Cancellation Policy for all contracts and events starting in January of 2017.

The vote was:

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

The Chair declared the motion carried and so ordered.



Board Summary Report

Date: August 8, 2016
To: Board of County Commissioners
Through: David M Schmit, P.E., Director, Public Works and Development
From: Jennifer Jepsen-Cook, Assistant Traffic Engineer
Subject: Consent for Fire Lane Resolution

Request and Recommendation

PNQ, LLC is asking that 21699 East Quincy Avenue be adopted into the Fire Lane Resolution program. Cunningham FPD has determined that in the interest of safety, these lanes should be marked and determined enforceable under said resolution.

The Board of County Commissioners has the authority pursuant to section 42-4-1210, C.R.S. to designate areas on private property for authorized vehicles. The Board of County Commissioners also has authority pursuant to 18-9-117, C.R.S. to adopt rules for regulating use of public property.

Background

Cars parked in fire lanes block the access of emergency vehicles. Therefore, a Fire Lane restriction is warranted.

Discussion

This Transportation Division has reviewed the attached request and supports this resolution.

Alternatives

Approve or deny said request.

Fiscal Impact

There is no fiscal impact.

Concurrence:

Arapahoe County Sheriff's office and Cunningham Fire Protection District support this resolution.

Attorney Comments

N/A

Reviewed By:

Staff Member – Jennifer Jepsen-Cook
Department Director or Elected Official – Dave Schmit
County Attorney – Robert Hill

FIRE LANE DESIGNATION

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

WHEREAS, Section 42-4-1210, C.R.S., allows the Board of County Commissioners to designate certain areas on private property for use by authorized vehicles only; and

WHEREAS, on August 25, 1981, the Board of County Commissioners adopted Resolution No. 891-81 which established certain procedures to be utilized to designate such areas for enforcement by the Arapahoe County Sheriff's Office; and

WHEREAS, in relation to this matter, the PNQ, LLC has submitted a request to designate certain parking and drive areas within 21699 East Quincy Avenue for use by authorized vehicles only; and

WHEREAS, a map has been submitted with said request showing said areas to be designated as required by the Board of County Commissioners; and

WHEREAS, the Transportation Division of the Arapahoe County Department of Public Works and Development has referred this matter to the Arapahoe County Attorney, Arapahoe County Sheriff's Office and the Cunningham Fire Protection District for review and comment as required by the Board of County Commissioners; and

WHEREAS, there has been no objection to said designation by any of the aforementioned agencies; and

WHEREAS, on the basis of the above request and referrals, and the authority of the Board of County Commissioners pursuant to Section 42-4-1210, C.R.S., the Board desires to designate certain areas within as Fire Lanes and/or Emergency Parking Only.

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

- 1) The Board hereby designates those areas within 21699 East Quincy Ave. as shown on the map as submitted, as Fire Lanes and/or Emergency Vehicle Parking Only.
- 2) The Board hereby directs the Transportation Division of the Department of Public Works and Development to notify the Arapahoe County Sheriff's Office, the Cunningham Fire Protection District, and the Arapahoe County Facilities and Fleet Management of said designation by the Board.
- 3) The Board hereby directs that enforcement of said designated areas begin as soon as the Arapahoe County Traffic Engineer approves the signage and markings as being consistent with the Manual on Uniform Traffic Control Devices.
- 4) In the event that additional or different signage or markings for this site are required by the Arapahoe County Transportation Division, no cost shall be borne by Arapahoe County for installation of said signage or markings.
- 5) All said signs and markings shall be keyed to the Manual on Uniform Traffic Control Devices

for all classes of streets and highways as adopted by the Colorado Department of Transportation and said signs shall be erected in accordance with said Manual at approximately the location(s) designated on the diagram submitted with said request and as approved by the Arapahoe County Transportation Division.

- 6) Designation of said areas shall continue until the Board of County Commissioners receives written notice from Arapahoe County, 21699 E Quincy Avenue that their request for designation is withdrawn.
- 7) Any fines or forfeitures collected by the courts for violations of Section 42-4-1210, C.R.S., shall be paid into the treasury of Arapahoe County monthly.

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to adopt the Fire Lane Designation resolution above as presented to the Board of County Commissioners on this date.

The vote was:

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

The Chair declared the motion carried and so ordered.

FIRE LANE DESIGNATION

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

WHEREAS, Section 42-4-1210, C.R.S., allows the Board of County Commissioners to designate certain areas on private property for use by authorized vehicles only and Section 18-9-117, C.R.S., authorizes the Board of County Commissioners to establish rules for use of public property, including regulations as to the use of vehicles on such property; and

WHEREAS, on August 25, 1981, the Board of County Commissioners adopted Resolution No. 891-81 which established certain procedures to be utilized to designate such areas for enforcement by the Arapahoe County Sheriff's Office; and

WHEREAS, in relation to this matter, the PNQ, LLC has submitted a request to designate certain parking and drive areas within 21699 East Quincy Avenue for use by authorized vehicles only; and

WHEREAS, a map has been submitted with said request showing said areas to be designated as required by the Board of County Commissioners; and

WHEREAS, the Transportation Division of the Arapahoe County Department of Public Works and Development has referred this matter to the Arapahoe County Attorney, Arapahoe County Sheriff's Office and the Cunningham Fire Protection District for review and comment as required by the Board of County Commissioners; and

WHEREAS, there has been no objection to said designation by any of the aforementioned agencies; and

WHEREAS, on the basis of the above request and referrals, and the authority of the Board of County Commissioners pursuant to Section 42-4-1210, C.R.S., the Board desires to designate certain areas within 21699 East Quincy Avenue as Fire Lanes and/or Emergency Parking Only.

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

- 1) The Board hereby designates those areas within 21699 East Quincy Avenue as shown on the map as submitted, as Fire Lanes and/or Emergency Vehicle Parking Only.
- 2) The Board hereby directs the Transportation Division of the Department of Public Works and Development to notify the Arapahoe County Sheriff's Office, the Cunningham Fire Protection District, and the PNQ, LLC of said designation by the Board.
- 3) The Board hereby directs that enforcement of said designated areas begin as soon as the Arapahoe County Traffic Engineer approves the signage and markings as being consistent with the Manual on Uniform Traffic Control Devices.
- 4) In the event that additional or different signage or markings for this site are required by the Arapahoe County Transportation Division, no cost shall be borne by Arapahoe County for installation of said signage or markings.
- 5) All said signs and markings shall be keyed to the Manual on Uniform Traffic Control Devices

for all classes of streets and highways as adopted by the Colorado Department of Transportation and said signs shall be erected in accordance with said Manual at approximately the location(s) designated on the diagram submitted with said request and as approved by the Arapahoe County Transportation Division.

- 6) Designation of said areas shall continue until the further order of the Board of County Commissioners.
- 7) Any fines or forfeitures collected by the courts for violations of Section 42-4-1210, C.R.S., shall be paid into the treasury of Arapahoe County monthly.

RESOLUTION NO. . It was moved by Commissioner ? and duly seconded by Commissioner ? to adopt the Fire Lane Designation resolution above as presented to the Board of County Commissioners on this date.

The vote was:

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

The Chair declared the motion carried and so ordered.

PNQ, LLC
4725 South Monaco St. Suite 330
Denver, CO 80237

June 16, 2015

Arapahoe County Attorney's Office
5334 South Prince Street
Littleton, CO 80166

Re: Inclusion into Fire Lane Program
Shops at Tallgrass - Lot 2, Block 1 Saddle Rock Highlands Filing No. 4

To Whom It May Concern:

Please accept this letter as a formal request for the Shops at Tallgrass (Lot 2, Block 1 Saddle Rock Filing No. 4) to participate in the County program for enforcement of private property parking.

This program will help us maintain unobstructed fire apparatus access within our property in the event of a fire or other emergency.

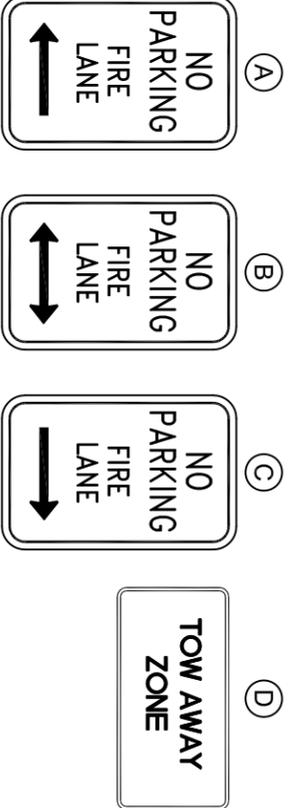
Sincerely,



Eric R. Miller
Manager of PNQ, LLC

NOTES:

- ALL SIGNS SHALL CONFORM TO MUTCD 2010 AND ARAPAHOE COUNTY STANDARDS. SIGN PLATES SHALL BE MADE OF 0.08" THICK ALUMINUM.

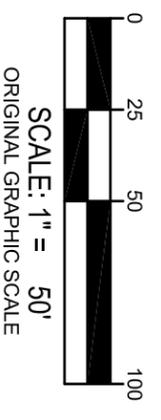
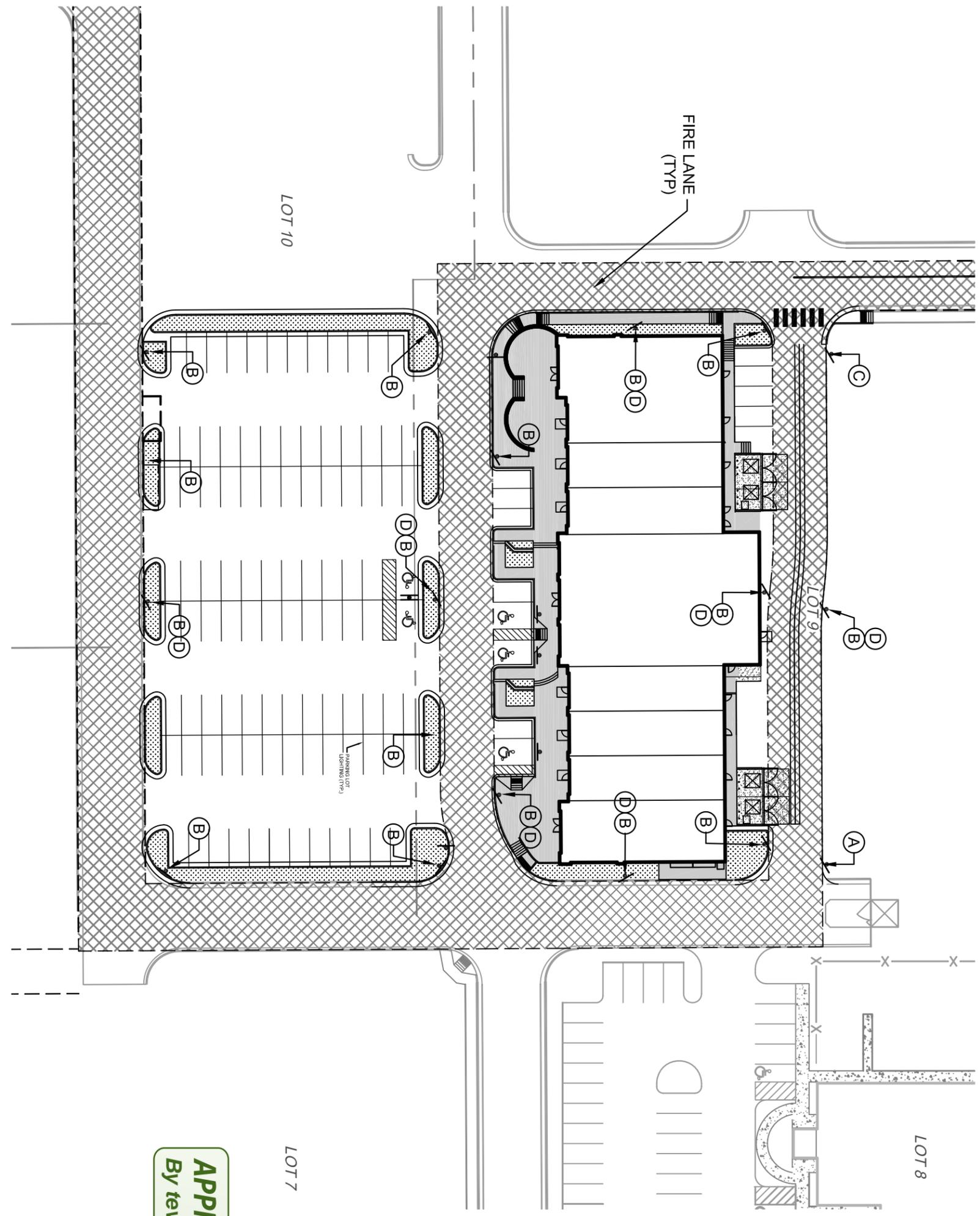


- SIGN SPECIFICATIONS:
- PRIMARY SIGN IS 18" HIGH AND 12' WIDE.
 - RED LETTERING ON A WHITE BACKGROUND.
 - ALL SIGNS SHALL MEET "ENGINEER" OR HIGHER GRADE SPECIFICATIONS FOR REFLECTIVITY
 - 7' FROM GROUND TO BOTTOM OF SIGN, MIN.

REVIEWED FOR CODE COMPLIANCE
 These plans have been reviewed for compliance with the International Fire Code and other applicable codes or standards as adopted by the Cunningham Fire Protection District. Review and approval does not relieve the applicant of the responsibility of compliance with the IFC or other applicable codes and standards.
 [] refer to comment letter for additions or corrections.

CUNNINGHAM FIRE PROTECTION DISTRICT
 Fire Prevention Bureau
 Plan Reviewer: _____
 Date: _____

APPROVED
 By teveritt at 10:40 am, Aug 08, 2016



DATE: 06/15/2015
 SCALE: 1"=50'
 JOB NUMBER: 14013

SHOPS AT TALLGRASS
FIRE LANE AND SIGN PLACEMENT

JANSEN STRAWN
 CONSULTING ENGINEERS
 45 WEST 2ND AVENUE
 DENVER, CO 80223
 P.303.561.3333
 F.303.561.3339

SHEET
1 OF 1



Board Summary Report

Date: July 26, 2016

To: Board of County Commissioners

Through: David C. Walcher, Sheriff

From: Olga Fajaros, Budget & Logistics Manager

Subject: Memorandum of Understanding (MOU) between Arapahoe County and Douglas County regarding lease space at the Family Resource Pavilion

Request and Recommendation

The Arapahoe County Sheriff's Office (ACSO) requests the Board of County Commissioners to sign an MOU with the Douglas County Sheriff's Office regarding the lease of office space located at the Family Resource Pavilion located at 9700 E. Easter Lane, Centennial, CO 80112.

Background

In 2016, the Family Resource Pavilion was opened in Centennial as a result of a partnership between the Arapahoe County Department of Human Services, the Douglas County Department of Human Services, Shiloh House (vendor awarded the project) and other stakeholders. As part of the design, the Juvenile Assessment Center, whose main location resides at the Arapahoe County Detention Facility, would be occupying some space at the Pavilion to provide some of the services they offer from that location. The ultimate plan will allow for Law Enforcement officers to bring non-detainable youth to the facility in lieu of bringing them to the main location at the ACDF. With this in mind, it was determined by both Sheriff's Offices that it would be beneficial to have office space for law enforcement personnel to use when interacting with the JAC at this location.

Links to Align Arapahoe

Service First – Achieve Customer Excellence. The approval of this request will allow ACSO to improve customer service.

Discussion

In order to accomplish obtaining office space for law enforcement use, it was decided that Douglas County would enter into a lease agreement with Shiloh House for the lease of the space, and that both Sheriff's Office would enter into an MOU splitting the cost of the annual lease between the two agencies. This was the simplest solution to accomplish our goals.

Alternatives

There are no alternatives beyond not signing the MOU and not leasing the office space.

Fiscal Impact

There is no fiscal impact, as the lease will be paid using current operating funds.

Concurrence

The Sheriff's Office Administration is in concurrence with this recommendation.

Reviewed By:

David C. Walcher, Sheriff
Louie Perea, Undersheriff
Larry Etheridge, Support Services Bureau Chief
Olga Fujaros, Budget & Logistics Manager
Jon Takayama, Human Resources Manager

**INTERGOVERNMENTAL AGREEMENT
SHILOH HOUSE LEASE COST SHARING**

This Intergovernmental Agreement, dated for reference purposes on this ____ day of _____, 2016, is made and entered into by and between the COUNTY OF ARAPAHOE, STATE OF COLORADO, a body politic and the COUNTY OF DOUGLAS, STATE OF COLORADO, a body politic

WHEREAS, Arapahoe and Douglas Counties have agreed to lease certain improved real property known as Shiloh House for the location of a shared satellite Law Enforcement Office for the Sheriff's Offices of both counties, to be mutually supported by each county in costs, maintenance and other related costs; and

WHEREAS, Douglas County has agreed to lease the premises, described on Exhibit A attached hereto and incorporated herein, on behalf of the Sheriff's Offices for both Douglas County and Arapahoe County for a satellite law enforcement office, and to provide the furniture and furnishings for each county's use therein; and

WHEREAS, Arapahoe County agrees to reimburse Douglas County for Fifty Percent of the rent and related costs, including furniture and furnishings, for the law enforcement office, as such rental and related costs are invoiced and occur; and

WHEREAS, both Arapahoe County and Douglas County agree to the terms and conditions of the Shiloh House Lease attached hereto as Exhibit B and the rental amounts, terms and condition.

NOW THEREFORE, the parties agree as follows:

I. TERMS AND CONDITIONS

A. Douglas County, through its Facilities, Fleet and Emergency Services Office, shall enter into a lease with Shiloh House ("Lease") for a jointly operated satellite Law Enforcement Office for the Douglas County Sheriff's Office and the Arapahoe County Sheriff's Office. The terms and conditions of the Lease, attached hereto as Exhibit B, are subject to the approval of Douglas County.

B. Each county shall have the following financial responsibilities regarding the funding of the Lease, furniture and furnishings and related costs:

1. Douglas County shall be responsible for 50% of the rent and shall pay the full amount of the rent on a monthly basis as stated in the Lease.
2. Arapahoe County shall be responsible for 50% of the rent and shall reimburse Douglas County for one half of the rent payments made to Shiloh House.
3. Douglas County shall be responsible for 50% of the cost of the furniture and furnishings, and any related direct costs for the maintenance and use of the real property and improvements thereon, including common area fees, if

any.

4. Arapahoe County will be responsible for 50% of the cost of the furniture and furnishings, and any related direct costs for the maintenance and use of the real property and improvements thereon, including common area fees, if any, and shall reimburse Douglas County for its share of these costs as invoiced by Douglas County.

II. TERM OF AGREEMENT

- A. This Agreement shall commence March 7, 2016 at 12:01 a.m. and shall terminate on December 31, 2020 at 12:00 a.m. or until earlier terminated.
- B. Either party may terminate this Agreement by giving the other party not less than ninety (90) days prior written notice. Such notice shall be sent to the party's address as listed on the signature page of this Agreement.

III. PAYMENT AND FEE SCHEDULE

- A. Douglas County shall provide a yearly invoice to Arapahoe County pursuant to Section I above and Arapahoe shall make payment upon such invoices annually or as mutually agreed upon by both Counties and in a manner which meets the legal requirements for all County, State, and Federal audit purposes.
- B. Invoices shall be submitted to Arapahoe County for payment of the Lease rent and others costs and Arapahoe County shall submit payment to Douglas County as invoiced on or before the thirtieth (30th) day after receipt, or as otherwise agreed.
- C. Arapahoe County and Douglas County acknowledge that each County has appropriated sufficient funds for this Agreement for the current fiscal year. Arapahoe County and Douglas County acknowledge that this contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to the County's satisfaction with the location, operation and costs of the satellite Law Enforcement Office. Upon the agreement and with the consent of both Counties, and if Douglas County appropriates additional money for each subsequent fiscal year, the Lease may be extended for four additional one year terms.
- D. Maximum Contract Expenditure. Any other provision of this Agreement notwithstanding and pursuant to C.R.S. Section 29-1-110, the amount of funds appropriated for this Agreement for the fiscal year of 2016 is Ten Thousand Dollars (\$10,000.00) for Douglas County and Five Thousand Dollars (\$5,000) for Arapahoe County. Neither County will not be liable for payment under this Agreement for any amount in excess of the appropriated funds. Nor is either County under any obligation to make any future apportionment or allocation to this Agreement. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

In the event Arapahoe County believes at any time that the amount remaining in the Agreement will be insufficient to cover Douglas County's responsibilities under the terms of the Agreement for the remainder of the fiscal year, Arapahoe County will immediately notify Douglas County of such concern. If Douglas County cannot give adequate assurances to Arapahoe County that additional funds will be appropriated to cover the projected shortfall, Arapahoe County can take whatever action it deems most appropriate, including terminating the Agreement.

IV. MISCELLANEOUS

- A. Indemnification. Each party shall be fully responsible for its own employee(s) consistent with all applicable laws. Each party agrees to provide the other party written notice within sixty (60) days of the knowledge of any claim or controversy associated with any activity related to this Agreement. Where any claim arises from any circumstances where the responsibility of any particular employee is not clear the parties will equally share in the responsibility for such claims.
- B. Governmental Immunity. All activities performed under this Agreement are hereby declared to be governmental functions. The parties to this Agreement and their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be deemed to be operating within the scope of their duties and responsibilities and in furtherance of said governmental functions.
- C. No Waiver Under CGIA. Nothing in this Agreement shall be construed as a waiver by either party of the protections afforded them pursuant to the Colorado Governmental Immunity Act, Sections 24-10-10 1 *et seq.*, C.R.S. ("CGIA") as same may be amended from time to time. Specifically, neither party waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law.
- D. Insurance.
 - 1. Arapahoe County and Douglas County are both recognized as political subdivisions of the State of Colorado. As such they are governed by the Colorado Government Immunity Act.
 - 2. Each party to this Agreement shall procure and maintain their own insurance as they deem appropriate consistent with the Lease and as otherwise necessary.
- E. Third Parties. This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit or other proceedings against either Arapahoe County or Douglas County because of any terms contained in this Agreement.
- F. Severability. In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts

had not been included therein.

- G. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.
- H. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.
- J. Survival. The rights and obligations of the parties shall survive the term of this Agreement to the extent that any performances is required under this Agreement after the expiration or termination of this Agreement.
- K. Notices. Any notice to be given hereunder by either party to the other may be effected in writing by personal delivery, or by mail, certified with postage prepaid, or by overnight delivery service. Notices sent by mail or by an overnight delivery service shall be addressed to the parties at the addresses appearing below, but either party may change its address by written notice in accordance with this paragraph.

Arapahoe County:

Arapahoe County Sheriff's Office
13101 E. Broncos Parkway
Centennial, CO 80112
Attn: Chief Larry Etheridge

Douglas County:

Board of County Commissioners
Douglas County
100 Third Street
Castle Rock, CO 80104

With a copy to:

County Attorney
100 Third Street
Castle Rock, CO 80104

- L. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado without regard to the conflict of laws of such State.
- M. Good Faith. The parties agree to work together in good faith in performing their obligations hereunder.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agency Agreement to be executed by its duly authorized representatives as of the __ day of _____ 2016.

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF ARAPAHOE, COLORADO**

By: _____
Nancy Doty, Chair

ATTEST:

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

By: _____
David A Weaver, Chair

ATTEST:

Meghan McCann, Deputy Clerk

APPROVED AS TO CONTENT:

Douglas J. DeBord, County Manager

APPROVED AS TO LEGAL FORM:

Nick Pijoan, Sr. Asst. County Attorney

APPROVED AS TO FISCAL CONTENT:

Andrew Copland, Director of Finance

Attachment A

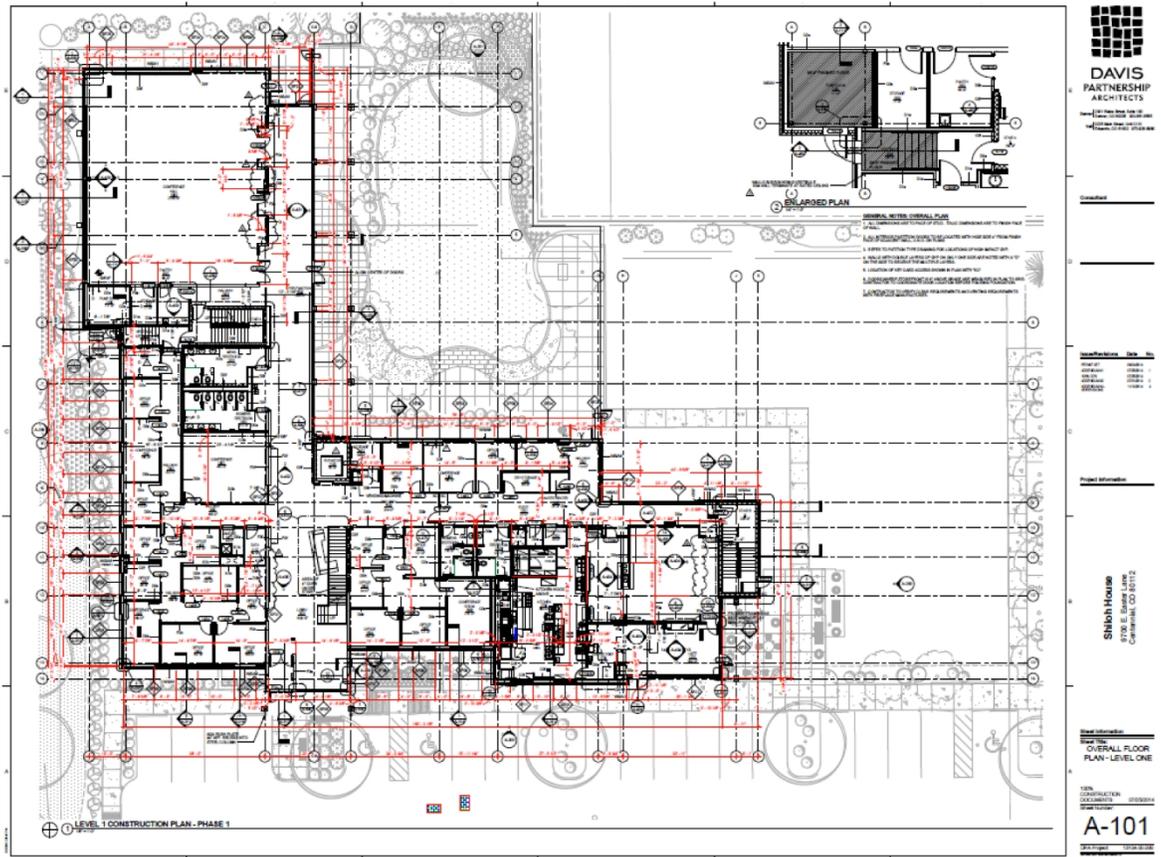


EXHIBIT A

Attachment A

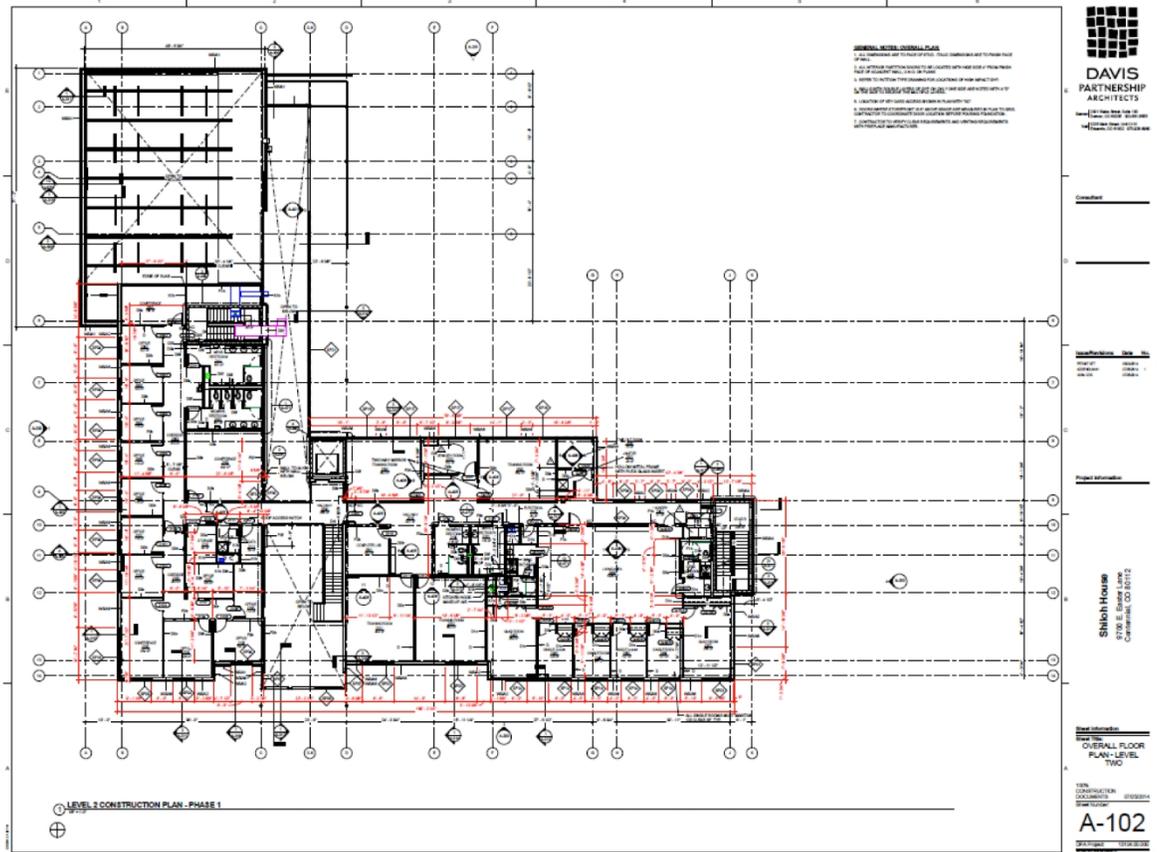


EXHIBIT A

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective January 1, 2016, by and between _Shiloh Home, Inc et al dba Shiloh House ("Landlord") and Douglas County Facilities, Fleet & Emergency Support Services for the Douglas County Sheriff's Office ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 9700 E. Easter Lane Centennial, Colorado 80122 and legally described as follows (the "Building"): LOT 1 SHILOH HOUSE FILING NO.1, COUNTY OF ARAPAHOE, STATE OF COLORADO.

Landlord makes available for lease a portion of the Building designated as Office 1602, and Hallway located in the Juvenile Assessment Center area (all Hallway space located on the west side of door 1600). Additionally, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the following areas: Men's Restroom 1201, Women's Restroom 1202, Conference Room 1451, Conference Room 1302, Hallway 1450, Lobby 1501, Vending Machine Hallway 1520, Café 1731, and Hallway 1300, and Conference Room 1462. Advanced reservation of any of the aforementioned areas may be required. See "Attachment A" for interior building layout and room numbers. Premises"). The "Leased Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning **January 1, 2016 and ending December 31, 2020**. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

Landlord and Tenant agree that there will be an ongoing automatic renewal of the Lease for the term of five (5) year(s), unless the Landlord or Tenant provides notice sixty (60) days prior to the expiration of the Initial Term or the expiration of an Automatic Renewal Term thereafter, of an intent NOT to renew or of an intent to modify lease terms. The automatic renewal terms shall be at the rental set forth below plus a 6% increase at the start of the first Automatic Renewal Term and a 4% increase for every automatic renewal thereafter , and otherwise upon the

same covenants, conditions and provisions as provided in this

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of **\$8,688.00** per year, payable in installments of **\$724.00** per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at **6588 W. Ottawa Ave, Littleton, Colorado 80128** or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Tenant shall also not use the Leased Premises for any business than could, at the discretion of Landlord, negatively affect the business of Shiloh Home, Inc.

4. Sublease and Assignment.

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent.

5. Repairs.

During the Lease term, Landlord shall make, at Landlord's expense, all necessary repairs including such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy to the Leased Premises unless the repairs are found, in the sole discretion of Landlord, to be from negligence of the Tenant. If repairs are found to be from negligence of the Tenant, Tenant will be responsible for the cost of such repairs. Tenant shall immediately repair damage which, in Landlord's opinion, presents a hazard to the life, health or safety of Landlord or its invitees. If Tenant fails to complete such repairs within 48-hours of written notice from Landlord, then Landlord at its discretion may perform the repairs at which point Tenant agrees to reimburse all repair expenses to Landlord.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided that all necessary building permits are obtained, and that such improvements are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the

premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes, if any, with respect to Tenant's personal property at the Leased Premises if applicable.

8. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant shall maintain commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate. Said insurance shall cover activities in the space leased for the exclusive use of Tenant only (office 1602 and hallway space located on the west side of door 1600). Said insurance does not cover activities/losses that may arise in the non-exclusive areas, including but not limited to, common areas, restrooms, hallways, conference rooms, vending machine hallways, sidewalks, parking areas, etc. Tenant shall provide Landlord with a certificate of insurance, naming Landlord as an additional insured.

EXHIBIT B

commercial general liability insurance that will cover activities/losses in all common areas, as referenced in the above paragraph. Upon request by Tenant, Landlord shall provide proof of said insurance.

9. Utilities.

Landlord shall provide and pay all charges for water, sewer, gas, electricity, trash removal, telephone service (local calls only), and high speed internet service for the Leased Premises during the term of this Lease unless otherwise expressly agreed or modified in writing by Landlord. Tenant shall pay all charges for additional telephone service charges beyond charges for local calls and shall pay such amounts within fifteen (15) days of invoice providing by Landlord. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

11. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas near the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

12. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

13. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord

shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages. Each party bears their own fees and costs.

14. Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive use of the Leased Premises as outlined in this Lease for the duration of the Lease term.

15. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

16. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may

EXHIBIT B

ant should fail to execute any instrument of subordination d by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of

such alleged default) and further stating such other matters as Landlord shall reasonably require.

17. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

**Shiloh Home Inc
6588 W. Ottawa Ave
Littleton, Colorado 80128**

If to Tenant to:

**Douglas County Facilities, Fleet & Emergency Support Services
3026 N Industrial Way, PO Box 1390
Castle Rock, CO 80109**

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

18. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

19. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

20. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

21. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises.

EXHIBIT B

Landlord shall provide snow removal and grounds maintenance, phone service (long distance

charges are passed through to Tenant), high speed internet, receptionist (normal business hours) and general IT support, at Landlord's expense. However, in performing such service, Landlord disclaims, and Tenant accepts, all liability for personal injury claimed by Tenant, its employees or invitees.

23. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

24. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado.

25. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the Tennant, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the Tennant.

MAXIMUM FINANCIAL OBLIGATION: Any other provision of this lease notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this lease is Eight Thousand Six Hundred Eighty and Eight Dollars (\$8,688.00) for fiscal year 2016. In no event shall the Tennant be liable for payment under this lease for any amount in excess thereof. The Tennant is not under obligation to make any future apportionment or allocation to this Lease. Any potential expenditure for this lease outside the current fiscal year is subject to future annual appropriation of funds by tenant for any such proposed expenditure.”

[Landlord] Signature

**Vicky Starkey, Director
Douglas County Facilities, Fleet & Emergency Support Services (Tenant)**

RESOLUTION NO. It was moved by Commissioner and duly seconded by Commissioner to authorize the Sheriff to sign an intergovernmental agreement with the Douglas County Sheriff's Office regarding the lease of office space located at Shiloh House pursuant to the terms contained therein.

The vote was

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

The Chair declared the motion carried and so ordered.



ARAPAHOE COUNTY
COLORADO'S FIRST

Office of the Public Trustee

1610 West Littleton Blvd., Suite 150
Littleton, Colorado 80120-2006
Phone: 303-730-0071
Fax: 303-730-0076
www.arapahoegov.com
publictrustee@arapahoegov.com

NET INCOME STATEMENT
2nd Quarter 2016

CYNTHIA D. MARES
Public Trustee

Foreclosure Fee Income	42,352.05
Release Fee Income	137,220.00
Other Income	\$0.00
Interest Income	\$4,272.36
Total Income	\$183,844.41

Operating Expense Total \$131,374.65

Balance of Fees due Arapahoe County \$52,469.76

Special Reserve Account \$492,231.00

This is a full and complete statement.

C D Mares
Cynthia D. Mares
Public Trustee

The foregoing Net Income Statement was acknowledged before me this 8th day of Aug, 2016
by Cynthia D. Mares as the Public Trustee of Arapahoe County, State of Colorado

Witness my hand and official seal Diana Springfield
Notary Public

My commission expires 2/12/2017

DIANA SPRINGFIELD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094004608
MY COMMISSION EXPIRES FEB. 12. 2017

Chair, Board of County Commissioners
Arapahoe County



Board Summary Report

Date: July 12, 2016

To: Board of County Commissioners

Through: David C. Walcher, Sheriff

From: Olga Fajaros, Budget & Logistics Manager

Subject: Sponsoring and funding the Arapahoe County Incident Management Team

Request and Recommendation

Request the Board of County Commissioners formally assume the sponsorship and funding (\$5,000.00 annually) of the Arapahoe County Type IV Incident Management Team.

Background

The Arapahoe County Type IV Incident Management Team, hereafter IMT, is a multi-agency team of leaders from the Fire and Public Safety community who are activated upon request to provide command and support functions needed to help manage major or complex incidents. The IMT is scalable, meaning only elements that are required are activated, as dictated by the needs of the event.

The Arapahoe County Type IV IMT was formed by agreement to an MOU between the South Metro Fire Rescue Authority as the host agency and several participating jurisdictions in 2010 (Original BSR attached.) The Sheriff's Office was an original signatory to the MOU in 2010. For the last six years, the SMFRA has sponsored the team, including funding of \$5,000 per year and quartermaster responsibilities. The IMT has approximately 50 members who are sponsored, funded, and insured by their respective agencies. The budget for the team covers consumables for training and team activations.

South Metro Fire Rescue is interested in relinquishing the host agency duties to the Arapahoe County Government while continuing to support the team with a significant portion of the team's membership and maintaining quartermaster responsibilities.

Discussion

By assuming the responsibility as the host agency, The Arapahoe County IMT actually is sponsored and funded by Arapahoe County which creates a greater reach for membership from special districts, municipalities, and other governmental agencies, including special Subject Matter Experts from the community.

The IMT is governed by a steering committee of MOU signatories and series of bylaws, including a member from the Sheriff's Office. The proposed changes are included in the attached Memorandum of Understanding that is updated to reflect the changes proposed.

Participating members are the same as the original signers, The Arapahoe County Sheriff's Office, Cunningham Fire Rescue, South Metro Fire Rescue and MetCom.

This program relates to Align Arapahoe Quality of Life and falls into the Safe Communities measure.

The BOCC is asked to approve and sign the Memorandum of Understanding and fund the Incident Management Team with a \$5,000 annual allotment. The host agency administrative duties of the IMT will be housed in Emergency Management under the Sheriff's Office.

Alternatives

The BOCC can opt to take no action. However there is a strong likelihood that the IMT would dissolve as the current agreement between all participants and the host agency of South Metro Fire Rescue no longer fits the model being used within the team and across Colorado.

Fiscal Impact

\$5,000 from the general fund to the Sheriff's Office for use by the IMT.

Concurrence

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

Reviewed By:

Olga Fajaros, Budget & Logistics Manager
Larry Etheridge, Support Services Bureau Chief
Louie Perea, Undersheriff
David C. Walcher, Sheriff
County Attorney

RESOLUTION NO. It was moved by Commissioner and duly seconded by Commissioner to approve the sponsorship and funding of the Arapahoe County Type IV Incident Management Team and to authorize the Chair of the Board of County Commissioners to sign the Memorandum of Understanding for the Incident Management Team.

The vote was:

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

The Chair declared the motion carried and so ordered.

Memorandum of Understanding

The Arapahoe County Type IV All Hazards Incident Management Team

The parties to this Memorandum of Understanding are:

**Arapahoe County Sheriff's Office
Cunningham Fire Protection District
South Metro Fire Rescue Authority
Town of Parker**

The purpose of this Memorandum of Understanding (MOU) is to delineate the roles and responsibilities of the Host Agency and the Participating Agencies in their support and operation of the Arapahoe County Type IV All Hazards Incident Management Team.

Mission and Purpose

The following description of the Mission and Purpose of the Arapahoe County Type IV All Hazards Incident Management Team (IMT) is provided for background purposes only. For further information, please consult the Arapahoe County IMT Operating Guidelines. In the event of any inconsistency between this MOU and the Arapahoe County IMT Operating Guidelines, the Arapahoe County IMT Operating Guidelines shall control.

The Arapahoe County Type IV AHIMT is a multi-agency team of leaders from the Fire and Public Safety community who are activated upon request to provide command and support functions needed to help manage major or complex incidents. Any or all of the IMT positions may be utilized depending upon the size and complexity of the incident.

The IMT will follow the principles, management systems, and unified approach to incident management as promulgated by the National Incident Management System (NIMS).

The IMT will stress a "Unified Command" approach to incident management, meaning agencies with different legal, geographic, and functional authorities will work together effectively without affecting individual agency authority, responsibility, or accountability. The IMT will normally operate in a support role and will not "take responsibility" for, nor sign a delegation of authority for an incident. Incident Command will remain with the original jurisdiction. The IMT may be utilized, in part or in whole, through the existing mutual aid agreements between the participating agencies. Requests for IMT resources outside of these agreements will be approved on a case by case basis by the Host Agency and the IMT Leaders.

1. Definitions:

Affiliate Member – Member from an organization that is not a Participating Agency, and is covered by his/her employer for salary, benefits, worker's compensation, and liability.

Host Agency - Arapahoe County Government, Arapahoe County Sheriff's Office

IMT - Arapahoe County Type IV All Hazards Incident Management Team

IMT Coordinator - Chair of the IMT Steering Committee and lead in IMT business.

IMT Operational Guidelines - Guidelines of the IMT as provided in Appendix A.

IMT Steering Committee - Group of individuals from Participating Agencies. IMT Steering Committee meets regularly to assist IMT Coordinator with team business and policy decisions as referenced in Appendix B, Steering Committee Charter and Bylaws.

IMT Members - Personnel who are on the IMT.

IMT Team Leader - Manages IMT resources under direction of Authority Having Jurisdiction.

MetCom - The primary dispatching agency for the IMT.

Participating Agency - A signatory to the IMT Memorandum of Understanding.

POC - Point of contact.

Volunteer - A private person who is unaffiliated and sponsored solely by Arapahoe County.

2. Responsibilities of the Host Agency:

2.1 Serve as the primary POC and lead administrator for all IMT related administrative activities.

2.2 Support and organize the IMT Steering Committee.

2.3 Maintain procedures for activating and dispatching the IMT through MetCom.

2.4 Collect data for dissemination to IMT Members.

2.5 If reimbursement becomes available, serve as the fiscal agent for the team according to the terms of the resource request (or delegation of authority)

2.6 Provide grant management if funding becomes available.

2.7 Purchase and maintain equipment and supplies required for the IMT to function up to the annual authorized amount as approved by Arapahoe County. .

3. Participation

3.1 Participating Agency agrees to support its IMT Members' involvement on the IMT. This includes allowing its IMT Members to attend the minimum trainings, meetings, exercises, and activation requirements as outlined in the IMT's operating guidelines. Other agencies have the ability to sign this MOU after the original participating agencies and gain a seat on the steering committee. A copy of the new signature pages will be provided to each signatory.

3.2 Selection of IMT Members will be in accordance with the operating guidelines developed by the IMT Steering Committee.

3.3 IMT Members must have the approval of their agency to join the IMT.

3.4 Each Participating Agency shall retain all authority for rendition of the services covered by this MOU, including standards of performance, control of personnel (including discipline), and other matters incidental to the performance of the services for the benefit of the IMT. Nothing in this MOU shall make any IMT Member the employee of the IMT for any purpose including, but not limited to, withholding of taxes, payment of benefits, worker's compensation, or any other rights or privileges.

3.5 Qualified volunteers shall complete the Arapahoe County Sheriff's Office volunteer application process and will be sponsored on the IMT by the Arapahoe County Sheriff's Office. The volunteers will be covered as would any other county volunteer by Worker's Compensation and liability coverage.

4. Compensation

4.1 An IMT Member's compensation will be paid by and is the sole responsibility of the IMT Member's Participating Agency

4.2 The Host Agency will not be liable for any salary or backfill costs incurred by non-Arapahoe County employees on IMT activities.

5. Liability and Workers Comp Coverage

5.1 IMT Members' participation in all IMT activities will be covered by the Participating Agency's Workers Compensation policy.

5.2 Volunteer Members will be covered under Arapahoe County's liability and Worker's Compensation policies as described in Arapahoe County policy

6. Reimbursement

6.1 In the event State and/or Federal funds are made available for reimbursement of deployed IMT Members, all agencies will submit their IMT reimbursement claims through the Host Agency. Host Agency will organize and submit this information as one claim to the appropriate agency.

6.2 Host Agency will distribute recovered funds as appropriate to eligible agencies.

7. Activations

7.1 Participating Agencies will normally allow its IMT Members to be available for activation as outlined in the IMT Operational Guidelines. IMT Members will be released from their normal duties as soon as practical to respond. IMT Members will notify the IMT Team Leader of prolonged periods of unavailability for activation.

7.2 IMT Members' participation in the first 12 hours of an activation will fall under existing Mutual Aid agreements. Activation beyond 12 hours will be handled on a case by case basis and will need approval from the Host Agency.

8. Demobilization

8.1 Demobilization of IMT Members shall follow the IMT Operational Guidelines

9. MOU Updates and Termination

9.1 The MOU may be updated to reflect additional adoptions, and other changes as deemed necessary by the Steering Committee by a simple majority vote of the Steering Committee. However, the Steering Committee may not change the host agency or compensation rules laid out above.

9.2 Any Participating Agency may terminate their participation in this MOU for any reason upon 30 days advanced written notice to the other Participating Agencies.

10. Operational Guidelines

10.1 Adoption of and changes to the IMT Operational Guidelines shall be approved by a majority of the Participating Agencies through their designated members on the IMT Steering Committee.

SIGNATURE PAGE

Arapahoe County Board of County Commissioners
On behalf of the Arapahoe County Sheriff's Office (Host Agency)

Cunningham Fire Protection District

South Metro Fire Rescue Authority

Town of Parker



Board Summary Report

Date: August 8, 2015
To: Board of County Commissioners
Through: Ron Carl, County Attorney
From: John R. Christofferson, Deputy County Attorney
Subject: Uniform Exemption of Business Personal Property (\$20,000)

Purpose and Recommendation

Over the past several years, the Board annually considered an exemption from the property taxes levied by the Board, an exempt amount of the value of business personal property of each tax schedule. This is a discretionary budgetary matter which the Board can consider on an annual basis. The draft resolution, if adopted, would maintain the exemption amount at \$20,000.

Background and Discussion

Pursuant to statute (Section 39-3-119.5, CRS), there is an exemption from taxation for business personal property if the total actual valuation does not exceed \$7,300.00 on a single schedule for tax year 2015.

Pursuant to Paragraph 8(b) of Section 20 of Article X of the Colorado Constitution (TABOR), each taxing district may enact uniform exemptions and credits to reduce or end business personal property taxes. The Board of County Commissioners previously approved an exemption from the property tax levy for business personal property for the first \$10,000 in actual value of such property listed on a single schedule. This exempt amount was applied for tax years 2000 - 2006. Smaller amounts of uniform exemptions were approved in prior years. For tax years 2007 - 2011, the Board increased the exemption amount to \$15,000. For tax years 2012 - 2015, the Board increased the exemption amount to \$20,000. The Board needs to decide whether to increase, decrease or maintain the exemption amount of the value of business personal property of each tax schedule, or end business personal property taxes. The draft resolution, if adopted, would maintain the exemption amount at \$20,000.

The costs to the County Assessor's Office associated with processing the paperwork associated with the personal property tax schedules filed by every business in the County, together with the document storage and related expenses, generally exceed the revenues generated by the business personal property tax. Maintaining the exemption amount for business personal property taxes would benefit the businesses in Arapahoe County, would not significantly impact the County's budgets and would not cause a reduction in services to taxpayers and residents of Arapahoe County.

Alternatives

The Board may take no action and only the statutory exemption will apply. The Board may increase, decrease or maintain the exemption amount, or end the business personal property taxes.

Fiscal Impact

Granting of the exemption reduces the total value of property available for ad valorem taxes. It does not necessarily reduce the total amount of revenues received by the County from property taxes because of the TABOR limitations, but it may.

Reviewed By

John R. Christofferson, Deputy County Attorney
Robin Molliconi, County Assessor's Office

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

WHEREAS, pursuant to the provisions of Section 39-3-119.5, C.R.S., non-exempt personal property shall be exempt from the levy and collection of property tax if the personal property would otherwise be listed on a single personal property schedule and the actual value of such personal property is seven thousand three hundred dollars (\$7,300.00) or less; and

WHEREAS, pursuant to Paragraph 8(b) of Section 20 of Article X of the Colorado Constitution, each taxing district in Colorado may enact cumulative uniform exemptions and credits to reduce or end business personal property taxes; and

WHEREAS, the personal property tax is a tax which is levied annually and is in addition to all applicable sales and use taxes collected when any personal property is first utilized in a business; and

WHEREAS, the costs and the paperwork associated with the preparation and filing of personal property tax schedules by individual business owners, as required by Sections 39-5-107 through -120, C.R.S., are burdensome; and

WHEREAS, the costs to the County Assessor's Office associated with processing the paperwork associated with the personal property tax schedules filed by every business in the County, together with the document storage and related expenses, generally exceed the revenues generated by the personal property tax; and

WHEREAS, the Board of County Commissioners of Arapahoe County believes that increasing the exemption amount for personal property taxes would benefit the businesses in Arapahoe County, would not significantly impact the County's budgets and would not cause a reduction in services to taxpayers and residents of Arapahoe County.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Arapahoe County, Colorado, to enact an increase in the uniform exemption from taxation upon business personal property to cause the first twenty thousand dollars (\$20,000.00) in actual value of personal property listed on a single personal property schedule to be exempt from the levy and collection of property tax. This exemption amount shall apply to all businesses located in Arapahoe County and shall apply to those taxes levied by the Board of County Commissioners of Arapahoe County for the Arapahoe County Budget, for the Arapahoe Law Enforcement Authority Budget, for the Arapahoe County Recreation District Budget, and for the Arapahoe County Water and Wastewater Public Improvement District Budget for tax year 2016, to be collected in calendar year 2017.

The vote was:

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

The Chair declared the motion carried and so ordered.



ARAPAHOE COUNTY
COLORADO'S FIRST

Board Summary Report

Date: August 12, 2016
To: Board of County Commissioners
From: Todd Weaver, Budget Manager
Subject: Adoption of Supplemental Budget Resolutions for the Second Quarter 2016

Request and Recommendation

The purpose of this public hearing is to approve the supplemental appropriation resolutions recommended by the Executive Budget Committee and reviewed by the Board of County Commissioners at the study session on August 8th, 2016. The supplemental appropriation resolutions are attached to this Board Summary Report.

Background

The 17 resolutions included in the attached document reflect the supplemental appropriation requests recommended by the Executive Budget Committee and presented to the Board at a study session on August 8th related to the 2016 budget. The Board gave direction to staff to bring these requests forward to public hearing on August 23rd for formal adoption.

There are several departments and offices that by the end of the second quarter of 2016 have identified areas or issues requiring modifications to their budgets and have submitted these needs as supplemental appropriation requests for the 2016 budget. For the 2nd Quarter, there is no net increase in expenditures from supplemental requests or FTEs in the General Fund but there are supplemental appropriation requests in the amount of \$91,963 that have offsetting revenues. In the General Fund, there is a request to transfer an FTE and \$27,845 in funding from the County Attorney to the Sheriff's Office for the purpose of having a staff person to coordinate internal emergency preparedness activities and training. In addition, the Sheriff's Office is also requesting to recognize and appropriate \$45,588 in reimbursements for allocating staff and resources to various task forces. There are several small transfers from the Grant Fund and Central Services Fund to purchase equipment in the General Fund for the Sheriff's Office and Public Works & Development Department, respectively.

Supplemental appropriation requests for other County funds include the recognition and appropriation of nearly \$1.1 million in funds for the increase to the Sheriff's Office CAD/JMS/RMS system replacement project in Information Technology and a contribution from the E-911 Authority for the CAD portion of the project. The Road & Bridge Division of Public Works is requesting the transfer of \$52,738 from the Road & Bridge Fund to the Central Services Fund for an increase in the cost of purchasing a replacement screen plant. Human Services is adding 16 FTE in the Child and Adult Protective Services Division as a result of additional allocation from the State of Colorado in order to reduce caseloads on current staff. No additional funding is required for Human Services for this additional staffing in fiscal year 2016. In the Capital Expenditure Fund, the Information Technology Department is requesting the transfer of \$75,000 from the Mobile Device Management project to the Client Tracker project to complete the latter project at a higher cost. The Facilities and Fleet Management Department is also requesting the transfer of

\$85,000 from the ACJC Small Courtroom project that has been put on hold for now to fund a study analyzing the needs at the ACJC courthouse complex.

The attached resolutions contain the detail of the other supplemental requests for the 2nd Quarter of 2016 that have not been discussed above.

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

Links to Align Arapahoe

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

Discussion

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

Alternatives

Alternatively, a decision could be made that none of the 2016 budget supplemental appropriation resolutions should be adopted at this time.

Fiscal Impact

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

Reviewed By:

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

2nd Quarter Budget Review

Summary of Proposed Budget Adjustments

Fund Name	Department	Revenue Amount	Expense Amount	FTEs
Discussion Needed				
General Fund	Public Works	9,816	9,816	-
General Fund	County Attorney	-	(27,845)	(1.00)
General Fund	Sheriff's Office	-	27,845	1.00
General Fund	Sheriff's Office	5,405	5,405	-
General Fund	Sheriff's Office	-	-	-
General Fund	Sheriff's Office	28,060	28,060	-
<i>SUBTOTAL General Fund</i>		<u>\$ 43,281</u>	<u>\$ 43,281</u>	-
Social Services Fund	Human Services	-	-	16.00
Central Services Fund	Open Spaces	3,000	-	-
Central Services Fund	Public Works	-	9,816	-
Central Services Fund	Public Works	52,738	52,738	-
Central Services Fund	Sheriff's Office	28,060	28,060	-
Central Services Fund	Sheriff's Office	-	8,396	-
Central Services Fund	Information Technology	-	5,327	-
Central Services Fund	Sheriff's Office	7,233	7,233	-
Grant Fund	Sheriff's Office	-	-	-
Open Space Sales Tax Fund	Open Spaces	-	-	-
Road & Bridge Fund	Public Works	-	-	-
Capital Expenditure Fund	Information Technology	-	-	-
Capital Expenditure Fund	Information Technology	1,068,153	1,068,153	-
TOTAL Discussion Needed		<u>\$ 1,202,465</u>	<u>\$ 1,223,004</u>	16.00
New Revenue/Budget Cleanup				
General Fund	Communication Services	2,094	2,094	-
General Fund	Community Resources	1,000	1,000	-
General Fund	Sheriff's Office	-	-	-
General Fund	Sheriff's Office	45,588	45,588	-
<i>SUBTOTAL General Fund</i>		<u>\$ 48,682</u>	<u>\$ 48,682</u>	-
Grant Fund	Sheriff's Office	57,000	57,000	-
Grant Fund	Community Resources	22,050	22,050	-
Forfeited Property Fund	Sheriff's Office	24,291	24,291	-
TOTAL New Revenue/Budget Cleanup		<u>\$ 152,023</u>	<u>\$ 152,023</u>	-

ARAPAHOE COUNTY
NOTICE OF PUBLIC HEARING
PROPOSED BUDGET AMENDMENTS

NOTICE IS HEREBY GIVEN that on Tuesday, August 23, 2016 at 9:30 a.m., or as soon thereafter as the calendar of the Board of County Commissioners permits, in the East Hearing Room of the County Administration Building, 5334 South Prince Street, Littleton, Colorado, the Board of County Commissioners of Arapahoe County will meet to consider the following proposed budget resolutions:

I

WHEREAS, the Board of County Commissioners adopted the 2016 Annual Budget pursuant to Statute; and

WHEREAS, the Public Works & Development Department is requesting to purchase computers that no longer meet the capitalization threshold of \$5,000 per computer; and

WHEREAS, the Public Works & Development Department is requesting to transfer \$9,816 in already contributed replacement costs from the Central Services Fund to the General Fund to purchase these computers; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to transfer \$9,816 from the Central Services Fund to the General Fund and recognize and appropriate the same amount in the General Fund, Public Works Department for the purchase of computers.

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

II

WHEREAS, the Board of County Commissioners adopted the 2016 Annual Budget pursuant to Statute; and

WHEREAS, the Sheriff's Office is requesting to transfer \$5,405 from the Grant Fund to the General Fund for the purchase of a trailer for riot gear; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to transfer \$5,405 from the Grant Fund, Sheriff's Office and recognize and

appropriate the same amount in the General Fund, Sheriff's Office for the purchase of a trailer for riot gear.

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

III

WHEREAS, the Board of County Commissioners adopted the 2016 Annual Budget pursuant to Statute; and

WHEREAS, the Sheriff's Office is requesting to transfer \$7,233 from the General Fund to the Central Services Fund for the purchase of a key tracking system; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to transfer \$7,233 from General Fund, Sheriff's Office and recognize and appropriate the same amount in the Central Services Fund, Sheriff's Office for the purchase of a key tracking system.

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

IV

WHEREAS, the Board of County Commissioners adopted the 2016 Annual Budget pursuant to Statute; and

WHEREAS, the Sheriff's Office received \$28,060 in auction proceeds from the sale of surplus vehicles and equipment; and

WHEREAS, the Sheriff's Office is requesting to transfer that amount from the Central services Fund to the General Fund to purchase training vehicle bumpers and other items; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to transfer \$28,060 from the Central Services Fund and to recognize and appropriate the same amount in the General Fund, Sheriff's Office for the purchase of training vehicle bumpers and other items.

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

V

WHEREAS, the Board of County Commissioners adopted the 2016 Annual Budget pursuant to Statute; and

WHEREAS, the Human Services Department is requesting an additional 16.0 FTE in Child and Adult Protection Services to meet workload demands; and

WHEREAS, the addition of these positions are the result of a workload study and additional funding allocations from the Colorado Department of Human Services and will not impact the current budget of the County Human Services Department;

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to authorize an additional 16.0 FTE in the Social Services Fund, Human Services Department.

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

VI

WHEREAS, the Board of County Commissioners adopted the 2016 Annual Budget pursuant to Statute; and

WHEREAS, the Open Spaces Department accepted a used vehicle from the Road & Bridge Division of Public Works Department that was to be sent to auction; and

WHEREAS, the Open Spaces Department is requesting to transfer \$3,000 to the Central Services Fund cover the cost of what the auction proceeds would have been; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to transfer \$3,000 from the Open Space Sales Tax Fund and recognize \$3,000 in the Central Services Fund.

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

VII

WHEREAS, the Board of County Commissioners adopted the 2016 Annual Budget pursuant to Statute; and

WHEREAS, the Sheriff's Office has requested to appropriate \$8,396 in the Central Services Fund to purchase Detention security door software; and

WHEREAS, the Information Technology Department has requested an additional \$5,327 in Central Services Fund to replace the Detention security door server hardware; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to appropriate \$8,396 in the Central Services Fund, Sheriff's Office and \$5,327 in the Central Services Fund, Information Technology Department for the purchase of the Detentions security door software and server hardware.

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

VIII

WHEREAS, the Board of County Commissioners adopted the 2016 Annual Budget pursuant to Statute; and

WHEREAS, the project to replace the Sheriff's Office computer aided dispatch (CAD), records management, and jail management software requires additional funding of \$1,068,153; and

WHEREAS, the Arapahoe County E-911 Emergency Communications Service Authority has agreed to reimburse the County for the computer aided dispatch portion of the project; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to recognize and appropriate \$1,068,153 in the Capital Expenditure Fund, Information Technology for the E-911 reimbursement for the CAD and increase the total project budget.

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

IX

WHEREAS, the Board of County Commissioners adopted the 2016 Annual Budget pursuant to Statute; and

WHEREAS, the Communication Services Department is requesting to recognize and appropriate \$2,094 in the General Fund for additional revenue received in the County Store; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to recognize and appropriate \$2,094 in General Fund, Communication Services Department from additional revenues received by the County Store.

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

X

WHEREAS, the Board of County Commissioners adopted the 2016 Annual Budget pursuant to Statute; and

WHEREAS, the Community Resources Department is requesting to recognize and appropriate in the General Fund \$1,000 from a donation from a former Homemaker client's family; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to recognize and appropriate \$1,000 in General Fund, Community Resources for a donation to be used on Senior Resources expenses.

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

XI

WHEREAS, the Board of County Commissioners adopted the 2016 Annual Budget pursuant to Statute; and

WHEREAS, the Sheriff's Office has received \$45,588 in task force revenue and requests that this revenue be recognized and appropriated in the General Fund to offset expenses related to participating on these task forces; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to recognize and appropriate \$45,588 in General Fund, Sheriff's Office for task force revenue and expenses.

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

XII

WHEREAS, the Board of County Commissioners adopted the 2016 Annual Budget pursuant to Statute; and

WHEREAS, the Sheriff's Office has received \$57,000 for the 2016/17 VALE Grant and requests that this revenue be recognized and appropriated in the Grant Fund; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to recognize and appropriate \$57,000 in Grant Fund, Sheriff's Office for the 2016/17 VALE Grant.

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

XIII

WHEREAS, the Board of County Commissioners adopted the 2016 Annual Budget pursuant to Statute; and

WHEREAS, the Community Resources Department has received \$22,050 in auction proceeds from the sale of vans previously used for First Transit and requests that this revenue be recognized and appropriated in the Grant Fund; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to recognize and appropriate \$22,050 in Grant Fund, Community Resources from the sale of First Transit vans for Senior Resources expenditures.

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

XIV

WHEREAS, the Board of County Commissioners adopted the 2016 Annual Budget pursuant to Statute; and

WHEREAS, the Sheriff's Office has received \$24,291 in State, Federal, and Impact team forfeitures and requests that this revenue be recognized and appropriated in the Forfeited Property Fund; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to recognize and appropriate \$24,291 in Forfeited Property Fund, Sheriff's Office from State, Federal, and Impact Team forfeitures.

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

XV

WHEREAS, the Board of County Commissioners adopted the 2016 Annual Budget pursuant to Statute; and

WHEREAS, the Public Works Department has requested an additional \$52,738 for the replacement of a screen plant equipment for the Road and Bridge Division due to higher than anticipated costs; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to transfer \$52,738 from Road & Bridge Fund, Public Works Department to the Central Services Fund and recognize and appropriate the same amount in that fund for the additional cost of the screen plant replacement.

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

XVI

WHEREAS, the Board of County Commissioners adopted the 2016 Annual Budget pursuant to Statute; and

WHEREAS, the County Attorney's Office has requested to transfer 1.00 FTE and \$27,845 to fund the position for the remainder of the year to the Sheriff's Office to coordinate internal County emergency management efforts; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to transfer 1.00 FTE and \$27,845 from General Fund, County Attorney's Office to General Fund, Sheriff's Office to coordinate internal County emergency management efforts.

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

XVII

WHEREAS, the Board of County Commissioners adopted the 2016 Annual Budget pursuant to Statute; and

WHEREAS, the Facilities & Fleet Management Department has requested to transfer \$85,000 from the Justice Center Small Courtroom project to fund the Justice Center Building Feasibility Study to complete a comparison analysis; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to transfer \$85,000 from the Justice Center Small Courtroom project to the Justice Center Building Feasibility Study to complete a comparison analysis within the Capital Expenditure Fund.

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

MOTIONS

Proposed Motion:

I move to **adopt/not adopt** the seventeen (17) supplemental appropriation requests to the 2016 Budget that were presented to the Board at the 2nd Quarter Budget Review study session on August 8, 2016 and brought forward for today's public hearing for formal adoption.

Alternate Motion:

I move to **adopt/not adopt** supplemental appropriation resolutions numbers I through XV to amend the 2016 Budget that were presented to the Board at the 2nd Quarter Budget Review study session on August 8, 2016 and brought forward for today's public hearing for formal adoption and to consider resolutions numbered XVI and XVII separately for adoption.