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 16, 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

APPROVAL OF THE MINUTES

1. **BOCC Public Meeting Minutes - July 19, 2016**

   Documents:

   BOCC PUBLIC MEETING MINUTES 07.19.2016.PDF

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. **Acceptance of Uniform Easement Deed and Revocable Storm Drainage License Agreement for Wabash Center Subdivision Filing No. 1**

   Adoption of a resolution approving and accepting a Uniform Easement Deed and Revocable Storm Drainage License Agreement for Drainage Easements within Lot 2, Block 1, Wabash Center Subdivision Filing No. 1 and to authorize David Schmit, Director, Public Works & Development to execute the required documents on behalf of the Board of County Commissioners

   Chuck Haskins, Engineering Services Division Manager, Public Works & Development
   David M. Schmit, Director, Public Works & Development
   Todd Weaver, Budget Manager, Finance
   Robert Hill, Senior Assistant County Attorney

   Documents:

   E13-047 BOCC CONVEYANCE SUMMARY REPORT - DRAINAGE EASEMENT 8-3-2016.PDF
   E13-047 RESOLUTION NO FOR DRAINAGE EASEMENT 8-3-2016.PDF
   EASEMENT DEED AND REVOCABLE STORM DRAINAGE LICENSE AGREEMENT FINAL.PDF
   EXHIBIT A.PDF

2. **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 16, 2016.DOC
   SAMPLE BAA RESOLUTION.DOC

3. **Colorado Commercial Property Assessed Clean Energy (C-PACE) Program**

   Adoption of a resolution authorizing the operation of the Colorado Commercial Property Assessed Clean Energy (C-PACE) Program within Arapahoe County, and authorizing the Chair of the Board of County Commissioners to sign a participation agreement governing the operation of the program, pursuant to the terms contained therein, and to execute such other letters, orders or documents as may be required to facilitate the successful implementation of the C-PACE program in Arapahoe County

   Ron Carl, County Attorney

   Documents:

   BSR C-PACE.DOC
   COPACE RESO CLEAN.DOCX

4. **Delinquent Tax Publication - 2016**

   Adoption of a resolution designating Colorado Community Media as the selected newspaper for publication of the delinquent tax list for Arapahoe County for 2016

   Debbie Dater, Property Tax Director, Treasurer's Office
   Sue Sandstrom, Treasurer

Keith Ashby, Purchasing Manager, Finance
Monica Kovaci, Assistant County Attorney

Documents:

DELINQUENT TAX PUBLICATION FOR 2016.DOC

5. **Denver Water GIS Data License Agreement**
   Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the Intergovernmental Agreement by and between Arapahoe County and Denver Water relating to the shared use of the GIS and mapping data for planning and response management, pursuant to the terms contained therein

   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 CONSENT - DENVER WATER GIS DATA.DOC
   RESO DENVER WATER.DOC
   DENVER WATER AGREEMENT.DOCX

6. **Intergovernmental Agreements For 2016 General Election**
   Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign all of the Intergovernmental Agreements with political jurisdictions necessary for the 2016 General Election

   Matt Crane, Clerk And Recorder
   Keith Ashby, Purchasing Manager, Finance
   Monica Kovaci, Assistant County Attorney

   Documents:

   160802 BSR RE IGAS FOR 2016 COORDINATED ELECTION.DOC
   160802 RESO RE IGAS FOR 2016 COORDINATED ELECTION.DOC

7. **Medical Marijuana License Renewal - Herbal Options d/b/a Good Meds**
   Adoption of a resolution approving the issuance of a Medical Marijuana Local License renewal pursuant to the Arapahoe County Medical Marijuana Policy for Herbal Options LLC d/b/a Good Meds and authorizing the Chair of the Board of County Commissioners to sign the license

   John Christofferson, Deputy County Attorney

   Documents:

   BSR MED MARIJUANA LICENSE RENEWAL - HERBAL OPTIONS - 2016-17.DOC
   RESO NO. 160___ RENEWING MED MARIJUANA LICENSE - HERBAL OPTIONS.DOC

8. **Senior Citizen Property Tax Referee**
   Adoption of a resolution appointing an independent referee to conduct hearings regarding Senior Citizen Property Tax Exemptions

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

Documents:

BSR SENIOR EXEMPT.DOC
SAMPLE SENIOR PROPERTY TAX REFEREE APPT.DOC

GENERAL BUSINESS ITEMS

There are no Public Hearing or General Business resolutions to consider

COMMISSIONER COMMENTS

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

Arapahoe County is committed to making its public meetings accessible to persons with disabilities. Assisted listening devices are available. Ask any staff member and we will provide one for you. If you need special accommodations, contact the Commissioners' Office at 303-795-4630 or Relay Colorado 711.
Please contact our office at least 3 days in advance to make arrangements.

MINUTES OF THE ARAPAHOE COUNTY
BOARD OF COUNTY COMMISSIONERS
TUESDAY, JULY 19, 2016

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

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

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

CALL TO ORDER
Commissioner Doty called the meeting to order.

INTRODUCTIONS

ROLL CALL
Commissioner Bockenfeld was absent and excused.

PLEDGE OF ALLEGIANCE

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

ADOPTION OF THE AGENDA

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

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

ADOPTION OF THE MINUTES
The motion was made by Commissioner Sharpe and duly seconded by Commissioner Holen to adopt the minutes of the June 28, 2016 and July 5, 2016 public meetings as presented.

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

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

CEREMONIES
There were no ceremonies on this date.

CITIZEN COMMENT PERIOD
Tom Maloney requested a reply from the Board related to emails and phone calls he has sent.

CONSENT AGENDA

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

The motion passed 5-0.

GENERAL BUSINESS ITEMS
Item 1 – Resolution No. 160472 - Case No. U16-001 – Arapahoe State Land Board Solar Garden, Use by Special Review

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

Bill Skinner, Senior Planner, introduced the case and explained why staff supports this application.

Richard Miller, representing the applicant, presented a PowerPoint presentation.

There was discussion regarding screening the site with shrubbery; Mr. Miller explained why the applicant would not screen the solar panels.

The motion was made by Commissioner Jackson and duly seconded by Commissioner Holen in the case of U16-001, Arapahoe State Land Board Solar Garden, Use by Special Review, that the Board has read the staff report and received testimony at a public hearing. The Board finds itself in agreement with staff findings 1 through 5, including all plans and attachments as set forth in the staff report dated June 13, 2016 and approve this application subject to the following conditions of approval:

1. The applicant will modify the plans as requested by the Public Works & Development Department, prior to the signing of the mylars and before the commencement of any construction activities relating to this project.
2. The applicant will avoid any areas of paleontological, historic, or archaeological importance. If avoidance is not possible, further testing will be conducted, with landowner's permission, to determine the site's eligibility for historic status and a treatment plan will be developed that will be followed to protect eligible sites. The applicant will notify the County of any plans or activities to deal with historic, paleontological or archaeological sites that cannot be avoided by the construction of the solar garden.
3. The applicant will avoid any Federal and/or State Threatened and Endangered Species, as well as State Species of Concern, if found to exist in areas where the solar garden will be constructed. If any Federal and/or State Threatened and Endangered Species or any State

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

Species of Concern is found to exist in areas where the solar garden will be constructed, then the applicant will collaborate with Colorado Parks and Wildlife and Arapahoe County to mitigate and minimize any potential impact to these species.

4. The applicant will provide the County with a noxious weed control plan for the site prior to construction.

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

COMMISSIONER COMMENTS

There were no commissioner comments on this date.

There being no other business before the Board, the public meeting was adjourned by Commissioner Doty at 9:56 a.m.

ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS

_____

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

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

Board Summary Report

Date: August 3, 2016

To: Arapahoe County Board of County Commissioners

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

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

Case name: Lot 2, Block 1, Wabash Center Subdivision Filing No. 1 – Drainage Easement Dedication

Subject: Approval and acceptance of the Uniform Easement Deed and Revocable Storm Drainage License Agreement for Drainage Easements within Lot 2, Block 1, Wabash Center Subdivision Filing No. 1

Purpose and Recommendation:
The purpose of this report is to request the Board accept the conveyance of a drainage easement and storm drainage license Agreement to the pond and its related drainage facilities for recordation by separate document and to authorize David M. Schmit, Director, Department of Public Works and Development, to execute the specific easement on behalf of the Board. This drainage easement and licensing agreement is intended to supercede and terminate a previously executed Uniform Easement Deed and Revocable Storm Drainage License Agreement that was accepted by the BOCC.

Staff has reviewed this replacement drainage easement and licensing agreement and has determined that it meets the County's requirements. Staff recommends that the drainage easement, granted by Wabash Marketplace, LLC, be accepted by the Board.

Background:
The drainage easement to the pond and its related drainage facilities is related to the development known as Lot 2, Block 1, Wabash Center Subdivision Filing No. 1 (hereinafter referred to as "Development"), within the Four Square Mile Area of Arapahoe County. The Owner of the Development has agreed to convey the attached Drainage Easement and Revocable Licensing Agreement to the County.

There is one major drainageway in the area, Cherry Creek. This development seeks to discharge approved quantities and flows of clean stormwater into the Cherry Creek, Arapahoe County.

On February 9, 2016, by Resolution No.160148 the Board approved a Uniform Easement Deed and Revocable Storm Drainage License Agreement with Wabash Marketplace LLC. Since this approval, staff and the property owner agreed to revise the easement area to a smaller footprint. The attached Uniform Easement Deed and Revocable License Agreement is intended to supercede and terminate the February 9, 2016 Uniform Easement Deed and Revocable License Agreement.

Arapahoe County
Colorado's First

Board Summary Report

Links to Align Arapahoe

To enhance the quality of life for citizens of Arapahoe County to address their basic needs.

Alternatives
N/A

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

Concurrence
The Uniform Easement Deed and Revocable Storm Drainage License Agreement was reviewed by the County Attorney's Office and the attached legal description was prepared by Mapping.

Actions Requested:
1. Approval and acceptance of the Uniform Easement Deed and Revocable Storm Drainage License Agreement for Drainage Easement within Lot 2, Block 1, Wabash Center Subdivision Filing No. 1 as a replacement to supercede and terminate the prior easement and licensing agreement accepted by Resolution No. 160148.

2. Authorize David M. Schmit, Director, Department of Public Works and Development to execute the specific easement and revocable storm drainage license agreement on behalf of the Board.

_____
Chuck Haskins, PE, Division Manager
Engineering Services Division

_____ _____
Robert Hill, Senior Assistant County Attorney
Attorney's Office

David M. Schmit, Director
Public Works and Development

Attachments: Uniform Easement Deed and Revocable Storm Drainage License Agreement for Drainage Easement

RESOLUTION NO. ____ It was moved by Commissioner ____ and duly seconded by Commissioner ____ to accept, upon recommendation of the County Engineer and Director of the Public Works and Development Department, the Uniform Easement Deed and Revocable Storm Drainage License Agreement for Drainage Easement within Lot 2, Block 1, Wabash Center Subdivision Filing No. 1, granted by Wabash Marketplace, LLC conveying an easement interest to the County in the following real property:

LEGAL DESCRIPTION:

DRAINAGE EASEMENT

A 20' by 20' Drainage Easement located within Lot 2, Block 1, Wabash Center Subdivision Filing No. 1 as recorded in Reception No. B7018154 of the records of Arapahoe County, Colorado, lying within Section 28, Township 4 South, Range 67 West of the Sixth Principal Meridian, Arapahoe County, Colorado, more particularly described as follows:

BEGINNING at the southwest corner of said Lot 2, Block 1, Wabash Center Subdivision Filing No. 1;

THENCE along the westerly line of said Lot 2, North 00°08'00" West, a distance of 20.00 feet;

THENCE North 89°46'25" East, a distance of 20.00 feet;

THENCE South 00°08'00" East, a distance of 20.00 feet to the southerly line of said Lot 2;

THENCE South 89°46'25" West, along said southerly line, a distance of 20.00 to the **POINT OF BEGINNING.**

Containing 0.0092 acres, or 400 square feet of land, more or less.

Subject to existing rights-of-way and easements.

BASIS OF BEARING: All bearings are based on the Westerly line of Lot 2, Block 1, Wabash Center Subdivision Filing No. 1 as recorded at Reception No. B7018154 of the records of Arapahoe County, Colorado, and said westerly line bears North 00°08'00" West.

This Drainage Easement and Revocable Storm Drainage License Agreement shall be used in connection with Arapahoe County Case No. E13-047, Lot 2, Block 1, Wabash Center Subdivision Filing No. 1, and is accepted for the easement purposes expressed in the instrument. The Director of the Public Works and Development Department, David M. Schmit, is authorized to execute the Drainage Easement and Revocable Storm Drainage License Agreement on behalf of the Board.

This Drainage Easement and Revocable Storm Drainage License Agreement is intended to and shall supercede and terminate the similar Drainage Easement and Storm Drainage License Agreement that was previously approved by the Board on February 9, 2016 by Resolution No. 160148

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

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

VOTE

The vote was:

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

The Chair declared the motion carried and so ordered.

EASEMENT DEED AND REVOCABLE
STORM DRAINAGE LICENSE AGREEMENT

This Easement Deed and Revocable Storm Drainage License Agreement (herein referred to as the "Easement/License") is made this _____day of _____, 20___, among Wabash Marketplace, LLC, a Colorado limited liability company, whose legal address is 8200 East Pacific Place, Unit #404, Denver CO 80231-3214, for itself and for its successors, tenants, licensees, heirs (if applicable) and assigns, (the "Owner"), and THE BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY, COLORADO, a body corporate and politic, whose legal address is 5334 South Prince Street, Littleton, Colorado 80120, (the "County") and the CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT a special district and political subdivision of the State of Colorado, whose legal address is 2325 South Wabash Street, Denver, Colorado 80231 (the "District").

Owner is the owner in fee simple of the property described in Exhibit A (the "Easement Property"), and of the property upon which the Easement Property is located within Lot 2, Block 1, Wabash Center Subdivision Filing No. 1 (the "Development"). Owner desires a license to use certain components of County's storm drainage facilities to discharge approved volumes of clean stormwater from the Development. County has agreed to license Owner's use upon the terms of this Agreement, which include the grant by Owner of a permanent drainage and storm drainage easement to the County and to the District. For and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby grants and conveys to the County and to the District, and each of them, their respective successors and assigns, a permanent easement to enter, re-enter, occupy and use the Easement Property, and warrants the title to the same, for the limited purpose of constructing, connecting, disconnecting, rerouting, enlarging, removing, repairing, operating, monitoring and testing, and maintaining above ground, surface and underground:

storm sewer facilities, detention ponds and related drainage facilities

which may include all necessary above ground, surface and underground facilities and appurtenances related thereto, including but not limited to: mains, manholes, conduits, valves, pavement, vaults, ventilators, retaining walls, drop structures, inlets, outfalls, erosion control structures, culverts, pipes, electric or other control systems, cable, wires and connections, including telephone wiring; in, upon, under, through and across the Easement Property, upon the terms and conditions stated in the instrument recorded **at Reception No. A7066570 (the "BOCC resolution")**, incorporated herein by this reference, and subject to the terms of any Deed of Trust recorded against the Easement Property as of the date hereof; to the approval of any lienholder holding any interest in the Easement Property as of the date hereof; and to the terms of that certain Drainage Agreement by and between Owner, the District and the County dated on or about October 9, 2015 ("Drainage Agreement"), all of which are incorporated herein by this reference. To the extent that any provision of this Easement/License conflicts with the Drainage Agreement, such conflict is unintentional, and this Easement/Licenseshall control. The County and the District shall have the right of ingress and egress to and from the Easement Property for the purposes granted herein, provided that the County and the District shall each be responsible for any damage occasioned by its respective use and/or access.

This easement granted hereby is intended to be exclusive, and no other public or private utilities or facilities may be installed in the Easement Property without the County and District's approval, which such approval shall not be unreasonably withheld, conditioned, or delayed, and the Owner shall not, after the date hereof, construct or place any "Encroachment," defined as any structure or building, fence, earthen berm, retaining wall, other wall, street light, power pole, yard light, mail box, sign, planter, traffic island, median, trash receptacle, temporary or permanent, or plant any tree, shrub, woody plant or nursery stock, on any part of the Easement Property. Any Encroachment of any kind situated on the Easement Property hereafter may be removed by the County or the District without liability or damages arising there from, and, furthermore, the Owner shall pay the actual costs incurred by the County or District, as the case may be, in effectuating such removal. Notwithstanding anything to the contrary contained herein or in the BOCC resolution or the Drainage Agreement, the existing trash enclosure located within the Easement Property shall not be considered an Encroachment and shall not constitute a structure in violation of Section ID(4) of the BOCC resolution and Owner shall have the right to repair, maintain, and replace the same provided that any such trash enclosure remains in substantially the same location as of the date hereof. It is further agreed, however, that the Owner has the choice of contracting directly for the construction and installation of drainage facilities within the Easement Property versus having the District contract for such work, and that, if the Owner elects to have the District contract for such work, then, in the event it is reasonably necessary for the District's contractor to remove or damage such trash enclosure in performing the work, neither the County nor the District shall be obliged to replace or repair such trash enclosure, and any such replacement or repair shall be at the Owner's sole cost and expense.

The County hereby grants a revocable license to Owner and to the successors, heirs and permitted assigns of Owner, to discharge approved quantities and flows of clean stormwater into Cherry Creek, Arapahoe County, Colorado, (the "Outfall") upon the terms and conditions stated in the BOCC resolution.

The revocable license may only be revoked or terminated by the County if, as provided in the BOCC resolution, Owner fails to comply with Owner's obligations described in or Owner's obligations described in Section II(4) of the BOCC resolution relating to maintenance of the Easement Area. Prior to any action to revoke or terminate of the revocable license, the County shall provide Owner with reasonable advance written notice of such proposed action and the grounds therefor. If such grounds for termination or revocation as specified in the notice remain uncured after thirty (30) days' of the date of such written notice by the County to Owner, or such longer period of time as may be reasonably necessary to address any such default provided that Owner commences to cure the same during said thirty (30) day period and diligently prosecutes the same to completion thereafter, the County may then revoke or terminate the revocable license. Owner's right to cure as specified in this paragraph, however, shall not prevent or delay or be interpreted to allow Owner to prevent or delay the County from any timely action necessary to abate, mitigate, or require Owner, as appropriate, to take such action as is necessary to abate or mitigate, any imminent threat of a hazardous discharge into the Outfall or as otherwise reasonably necessary to protect the public health, safety, or welfare.

It is expressly agreed that the District reserves the right to refuse acceptance on District property any stormwater that is not in compliance with Sections II(2) and/or (3) of the BOCC resolution relating to volumes and flows of stormwater or Owner's obligation to permit the discharge of only "clean stormwater."

Termination, revocation or nonrenewal of the revocable license shall not affect the County's or the District's easement rights granted under this Easement/License. Except as otherwise expressly provided herein, each and every one of the benefits and burdens of this Easement/License shall inure to and be binding upon the respective legal representatives, successors and assigns of the Owner, the County, and the District, as applicable.

This Easement/License may be assigned, in whole or in part, by the County to any governmental entity having responsibility and legal authority for the enforcement of laws, ordinances, resolutions, rules and regulations governing the management of stormwater within the Easement Property. Upon such assignment and provided that any assignee of the County assumes the obligations hereunder the County shall be released from all obligations and liabilities that run with this Easement/License and accrue after the date of any such assignment.

It is understood and agreed by the parties that this Easement/License relates to that certain Engineering Case, Case No. E13-047 (the "Plan") and known as Cherry Creek Valley Water & Sanitation District (CCVW&S) Access Roadway and Drainage Improvements. Except to the extent described in any Special Conditions, the parties intend that the terms of this Easement/License be interpreted in accordance with the requirements of the Plan, if any. In the event of irreconcilable conflict between or among the terms of this Easement/License or the terms of the Plan, the terms of this Easement/License shall control.

The Special Conditions attached to this instrument are a part of this instrument and if in conflict with any other term shall supersede and control over any other term.

Owner:

by:
NAME TITLE

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

This instrument was acknowledged before me this _____ day of _____, 20___, by as _____ of _____, an authorized representative of the Owner.

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

_____
Signature

_____
Name of notary

_____
Address of notary

ACCEPTANCE AND APPROVAL:

For the Board of County Commissioners of Arapahoe County

_____

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

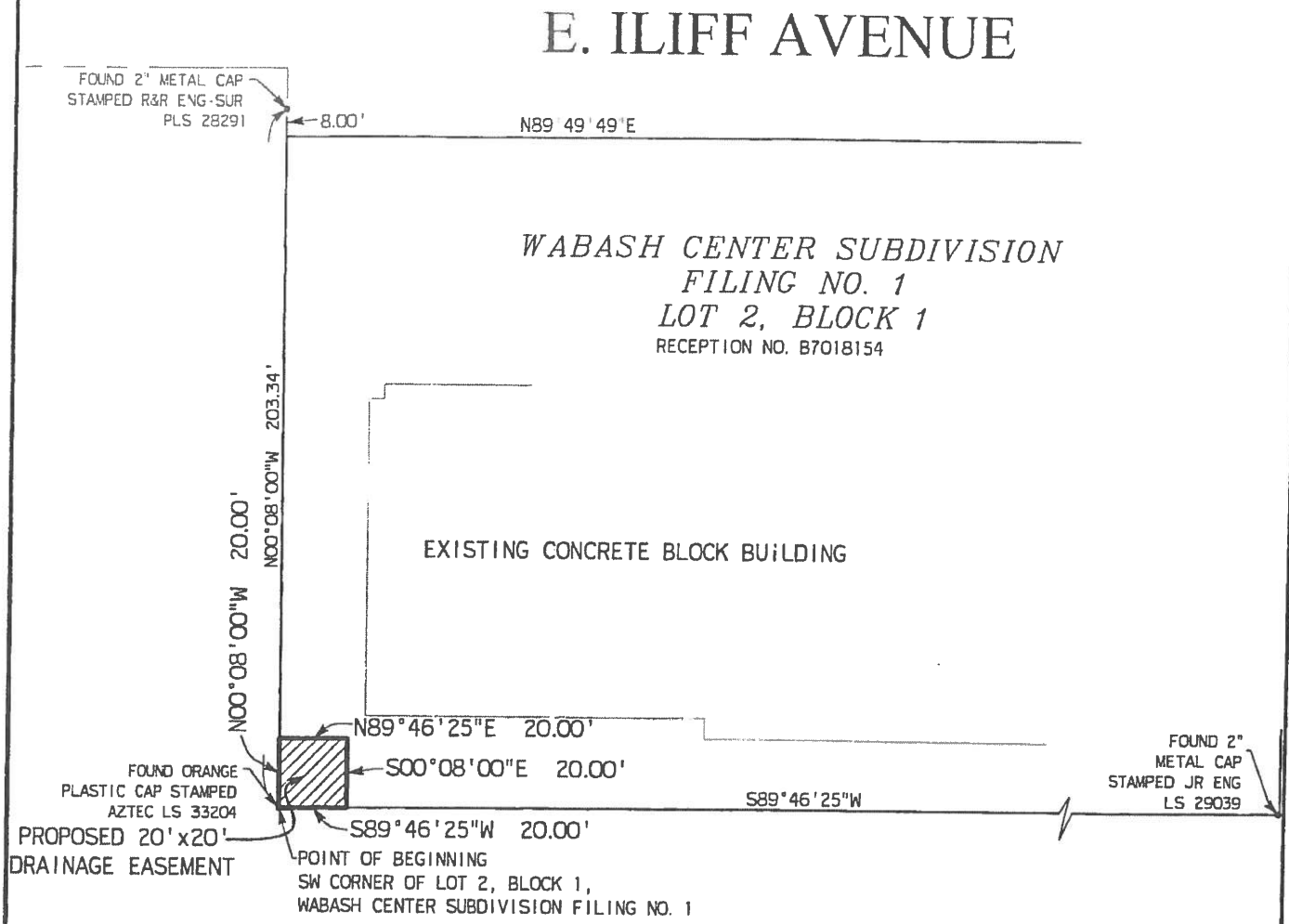
For the Cherry Creek Valley Water and Sanitation District

_____

John Warford, District Manager
Authorization by Resolution No. 2016-__

EXHIBIT A

{Legal Description of the Easement Property}



COLORADO LICENSED
PATRICK T. HUBERT
38357
7-19-16
PROFESSIONAL LAND SURVEYOR

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

ARAPAHOE COUNTY MAPPING DEPARTMENT
6924 South Lima Street
Centennial, Colorado 80112
720-874-6686

ARAPAHOE COUNTY
COLORADO'S FIRST

EXHIBIT "B"

WABASH CENTER SUBDIVISION FILING NO. 1
LOT 2, BLOCK 1
PROPOSED DRAINAGE EASEMENT
07-19-2016
PAGE 2 OF 2
NOT TO SCALE

G:\DSM\HE\MAPPING\SURVEY PROJECTS\1973\WABASH FLG 1 DRAINAGE\DRAINAGE ESMT R2.DWG

EXHIBIT "A"
Lot 2, Block 1, Wabash Center Subdivision
20'x20' Drainage Easement

PARCEL DESCRIPTION

A 20'x20' Drainage Easement located within Lot 2, Block 1, Wabash Center Subdivision Filing No. 1 as recorded in Reception No. B7018154 of the records of Arapahoe County, Colorado, lying within Section 28, Township 4 South, Range 67 West of the Sixth Principal Meridian, Arapahoe County, Colorado, more particularly described as follows:

BEGINNING at the southwest corner of said Lot 2, Block 1, Wabash Center Subdivision Filing No. 1;

THENCE along the westerly line of said Lot 2, North 00°08'00" West, a distance of 20.00 feet;

THENCE North 89°46'25" East, a distance of 20.00 feet;

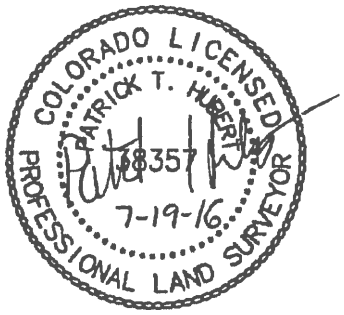
THENCE South 00°08'00" East, a distance of 20.00 feet, to the southerly line of said Lot 2;

THENCE South 89°46'25" West, along said southerly line, a distance of 20.00 to the **POINT OF BEGINNING**.

Containing 0.0092 acres, or 400 square feet of land, more or less.

Subject to existing rights-of-way and easements.

BASIS OF BEARING: All bearings are based on the Westerly line of Lot 2, Block 1, Wabash Center Subdivision Filing No. 1 as recorded at Reception No. B7018154 of the records of Arapahoe County, Colorado, and said westerly line bears North 00°08'00" West.



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

Arapahoe County
Colorado's First

Board Summary Report

Date: July 29, 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	66021	Michael Cope	33 Wedge Way	1.	$875,101	$820,000
2015/ 2016	66091	Southglenn Property Holdings, LLC	6707 South Vine Street, Unit 8	2.	$17,017,000	$13,822,000
2015/ 2016	66690	DMH Properties LLC	1401 West Stanford Avenue	2.	$2,101,000	$1,900,000
2015/ 2016	68413	Harry B. Doyle	2 Greenridge Road	3.	$1,500,000	$1,400,000
2015/ 2016	68682	Costco Wholesale Corp.	1471 South Havana Street	4.	$11,562,155	$11,068,000
2014	68783	10180 E Colfax LLC	10180 East Colfax Avenue	5.	$1,676,643	$1,300,000

Code

1. Partial completion (75%) of subject improvements in relation to comparable market sales indicates that adjustment to this value is correct
2. Income and sales comparison approaches indicate that adjustment to this value is correct.
3. Adjustment in quality grade from A to B+ in relation to comparable market sales indicates that overall adjustment to this value is correct.
4. Sales comparison and cost approaches indicate that adjustment to this value is correct.
5. Comparable market sales, including the 1/14 sale of the subject for $1,300,000, indicate that adjustment to this value is correct.

Alternatives

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

Fiscal Impact

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

Concurrence

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

Reviewed By:

Ronald A. Carl, County Attorney
Karen Thompsen, Paralegal

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

Docket #	Property Owner	Tax Year

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

The vote was:

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

The Chair declared the motion carried and so ordered.

Consent Agenda August 16, 2016

Arapahoe County
Colorado's First

BOARD SUMMARY REPORT

Date: August 9, 2016

To: Board of County Commissioners

From: Ron Carl, County Attorney

Subject: Resolution Re: C-PACE Program

Purpose and Recommendation

The purpose of this resolution is to authorize the operation of the C-PACE program within Arapahoe County, and to authorize the Chair to sign a participation agreement governing the operation of the program.

Background

C.R.S. §§ 32-20-101 *et seq*. establishes the Colorado New Energy Improvement District (the "District"), which is a state-wide district, and provides for the creation of a new energy improvement program, which the District has named "C-PACE" or the "Colorado Commercial Property Assessed Clean Energy" program. Pursuant to C.R.S. § 32-20-105(3), the District may only conduct the C-PACE program in a county if the board of county commissioners for that county authorizes it do so by resolution. If a county later determines to opt out of the program, it may do so via a resolution de-authorizing the program.

The County has been requested to opt in to the program. If the County opts in, private property owners will be able to apply for financing through the District in order to conduct energy efficiency projects. The financing payments are then collected in the same manner as property taxes, and the debt remains a priority lien on the property until paid. The Treasurer's Office is allowed to collect a one percent fee to cover the cost of collections. The County has no liability for re-payment.

Alternatives

The BOCC could decide not to opt in.

Fiscal Impact

There should be no fiscal impacts since the Treasurer's duties are covered by the 1% fee.

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

WHEREAS, C.R.S. §§ 32-20-101 *et seq*. establishes the Colorado New Energy Improvement District (the "District") and provides for the creation of a new energy improvement program, which the District has named "C-PACE" or the "Colorado Commercial Property Assessed Clean Energy" program; and

WHEREAS, pursuant to C.R.S. § 32-20-105(3), the District may only conduct the C-PACE program in Arapahoe County if the Board of County Commissioners ("Board") authorizes it do so by resolution; and

WHEREAS, the Board wishes to authorize the District to conduct the C-PACE program in Arapahoe County, contingent upon the execution of a C-PACE NEID County Participation Agreement between the County and the District, and subject to a six month review in order to determine whether to continue the program or to de-authorize it.

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

1. The Colorado New Energy Improvement District shall be authorized to conduct the C-PACE program in Arapahoe County, contingent upon the execution of a Participation Agreement between the County and the District. The C-PACE program shall be operated in the County in accordance with the Participation Agreement and all applicable laws and regulations.
2. The program shall be reviewed within six months of the adoption of this resolution, to determine whether to continue the program or to de-authorize it.
3. The Chair of the Board is hereby authorized to execute the Participation Agreement, subject to approval as to form by the County Attorney's Office, and to execute such other letters, orders or documents as may be required to facilitate the successful implementation of the C-PACE program in Arapahoe County.

The vote was:

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

The Chair declared the motion carried and so ordered.

Board Summary Report

Date: August 1, 2016

To: Board of County Commissioners

Through: Sue Sandstrom, Treasurer

From: Debbie Dater, Property Tax Director

Subject: Newspaper for Publication of Delinquent Tax List

Request and Recommendation
The purpose of this Board Summary Report is to request the Board of County Commissioners to designate Colorado Community Media as the selected newspaper for publication of the delinquent tax list for Arapahoe County for 2016.

Background
Pursuant to C.R.S. §39-11-105, it is the duty of the board of County Commissioners to select a newspaper of general circulation published or having general circulation in Arapahoe County in which the treasurer shall publish the delinquent tax list for Arapahoe County. An Invitation for Bid was issued June 30, 2016 to Colorado Community Media Newspapers, Villager Publishing Co., Inc., the Aurora Media Group and the I-70 Scout for the statutorily required publishing of delinquent taxes for personal property, real estate and mobile home properties. Colorado Community Media submitted a formal bid. The Villager Publishing Co., the Aurora Media Group and the I-70 Scout did not respond. The bid from Colorado Community Media was fully reviewed by the Treasurer's Office and has been recommended for acceptance.

Fiscal Impact
The bid from Colorado Community Media increased $5.00 per page from the previous year. In addition, it was the only bid received for publishing delinquent taxes. Assuming that approximately the same number of delinquencies will be advertised in 2016 as in 2015, the advertising costs will be around $14,655.00, compared to $13,765.00 in 2015.

Reviewed By:

Debbie Dater, Property Tax Director
Sue Sandstrom, Treasurer
Monica Kovaci, Assistant County Attorney

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to accept bid from the Colorado Community Media for publication of delinquent taxes, as presented to the Board of County Commissioners on this date.

The vote was:

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

The Chair declared the motion carried and so ordered.

Board Summary Report

Date: July 21, 2016

To: Board of County Commissioners

Through: David C. Walcher, Sheriff

From: Nathan Fogg, Lieutenant

Subject: Intergovernmental agreement with Denver Water for GIS Data

Request and Recommendation
The Sheriff's Office and the Office of Emergency Management are responsible for consequence management of any dam related incident in the county. The agreement between Denver Water and Arapahoe County provides data that will allow for proper pre-planning to address water events. The agreement form with Denver Water has completed the Contract Management process.

Background
Denver Water owns and actively manages numerous reservoirs and water infrastructure in and around the County. In order to more effectively prepare and respond to a dam or pipeline incident, unfettered access to the system data belonging to Denver Water is critical to determine potential failure points and determine preplans.

Links to Align Arapahoe

Quality of Life, Safe Communities, Prepared County.

Discussion
The agreement is to provide GIS and mapping data for planning and response management. There are no other options that allow for Arapahoe County to access the data prior to an event. The provisions of the agreement have completed a contract management review without issue.

Alternatives
There are no viable alternatives to access this sensitive Critical Infrastructure data. If we take no action, incident preplanning does not advance and preparedness remains in a static state.

Fiscal Impact
No direct fiscal impact.

Concurrence
The Sheriff's Office Support Services Bureau is in concurrence with this decision.

Reviewed By:
Olga Fujaros, Budget & Logistics 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 Intergovernmental Agreement by and between Arapahoe County and Denver Water relating to the shared use of the GIS and mapping data for planning and response management.

The vote was:

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

The Chair declared the motion carried and so ordered.

Denver Water
GIS Data License Agreement

THIS AGREEMENT is made and entered into this 10th day of June, 2016, by and between DENVER WATER and Arapahoe County collectively referred to as the "Parties" or "Party."

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, terms and conditions and other good and valuable consideration, the Parties hereto agree as follows:

1. **DEFINITIONS**:

A. **GIS Data**. The term "GIS Data," as used herein shall mean geographic information system digital data electronically created, collected, formatted, manipulated and maintained by Denver Water. More specifically, the datasets being licensed are: dam inundation data for Harriman and Marston reservoirs. Data includes GIS files, PDFs, and text files used in the analysis.

B. **Denver Water**. The term "Denver Water" as used herein shall mean the division of Denver Water's Technology Services that is the GIS representative for DENVER WATER and, as such, manages all of DENVER WATER's geographic information data layers and administers GIS Data agreements.

C. **Recipient.** The term "Recipient" as used herein shall mean Arapahoe County.

D. **Discloser.** The term "Discloser" as used herein shall mean the Denver Water.

2. **LICENSE**:

A. The Recipient agrees that the GIS Data will be used only for internal purposes, and there will be no cost applied to the Discloser or Recipient for data, databases, or reproduction. Recipient will ensure read-only access to this information via their internal networks only. Recipient agrees that no hard or soft copy of the data can be publically distributed. Any request for Disclosers' licensed data will be directed back to the Discloser.

B. Except as is necessary for Recipient to carry out its authorized use of the GIS Data pursuant to Paragraph A, Recipient shall not copy, reproduce, disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the Internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the GIS Data or any part thereof to any other person, party or entity in any form or media, whether presently in existence or hereinafter created. Requests mandated by State and Federal regulations such as the Colorado Open Records Act shall be directed back to the Discloser for resolution.

C. Recipient agrees that it will not use the GIS Data on behalf of or for the benefit of any third party or entity or for any other purpose, and Recipient acknowledges that it has an ongoing and continual duty to notify its employees or other individuals having access to the GIS data of the restrictions contained in this Agreement and to take reasonable steps to ensure the compliance of such persons, parties or entities with said restrictions. Should Recipients authorized use as defined in this Paragraph A include the distribution of the GIS Data or any part thereof to an agent or contractor of said Party, that Party shall enter into and enforce a written Agreement prohibiting the unauthorized disclosure or use of the GIS Data that is at least as restrictive as this Agreement.

D. Any Consultants under contract with Recipient shall obtain GIS Data directly from Denver Water rather than through the exchange provided for in this Agreement.

E. Recipient acknowledges that the direct download or copying of the original digital data records provided in this agreement or copying of the screen display by external agencies or the public is not allowed under this agreement. Recipient agrees that no hard or soft copy of the data can be publically distributed. Any request for Distributor's licensed data will be directed back to the Distributor.

F. Recipient shall keep a written record of the location and security restrictions of the GIS Data, and shall keep and maintain the GIS Data in a secure manner so as to prevent unauthorized use, dissemination or disclosure.

3. **NO LIABILITY**:

A. Recipient acknowledges and understands that the GIS Data is not a legally recorded map, a survey, or a legal document, and should not be used as such. Recipient further acknowledges and understands that the GIS Data is a unique, inherently complex, and constantly changing compilation of records, and that it may not be completely free of errors. The GIS Data should be used for reference only and should not be relied upon in any other way, including, but not limited to, its use in connection with the provision of homeland security, emergency services, and/or legal proceedings, and Recipient understands the necessity of independently verifying all work it performs in reliance upon the GIS Data. Discloser does not make any representation that features presented in the GIS Data accurately reflect their actual location, and if Recipient discovers discrepancies in the GIS Data received from Denver Water, it shall notify Denver Water in writing or via e-mail immediately.

B. In no event shall Discloser be liable to the Recipient, or to any other person, party or entity, for any direct, indirect, special, incidental or consequential damages arising out of the use of or inability to use the GIS Data, even if the affected Party was or is advised of the possibility of such damages. Specifically, Denver Water is not responsible to the Recipient for any costs, expenses or damages including, but not limited to, those incurred as result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, attorney fees, or for any other costs.

C. Discloser does not have an obligation or responsibility to provide any maintenance, training or support for the benefit of the Recipient.

4. **COPYRIGHT AND DISCLAIMER**: The geographic information systems (GIS) maps, data and metadata contained herein were prepared by the Denver Water Board for its internal purposes only. The Denver Water Board provides GIS maps, data and metadata as a public service with no claim as to the completeness, usefulness, timeliness or accuracy of its content, positional or otherwise. Denver Water and its employees make no warranty, express or implied, and assume no legal liability or responsibility for the ability of users to fulfill their intended purposes in accessing or using GIS maps, data or metadata or for omissions in content regarding such. The information provided is presented "as is," without warranty of any kind, including, but not limited to, the implied warranties of merchantability, fitness for a particular purposes, or non-infringement. Your use of this information is at your own risk. In providing this information or access to it, Denver Water assumes no obligation to assist the user in the use of such information or in the development, use, or maintenance of any applications applied to or associated with the maps, data or metadata. Any sale, reproduction or distribution of this information, or products derived therefrom, in any format is expressly prohibited.

5. **TERM AND TERMINATION**: This Agreement shall commence upon final execution and end One year thereafter unless sooner terminated hereunder. Regardless of the date of execution or termination, this Agreement shall be in full force and effect from the date of Recipient's receipt, in digital form, of any portion of the Discloser's GIS Data, and for so long as any portion of the Discloser's GIS Data, in any form

whatsoever, remains in the possession of the Recipient or any of its employees, agents, contractors or subcontractors. Upon termination Recipient must destroy all copies of the GIS Data in their possession.

6. OWNERSHIP AND CONFIDENTIALITY OF GIS DATA: This Agreement does not constitute a sale or transfer of any title or ownership interest in the GIS Data from Discloser to Recipient. The GIS Data is the property of Denver Water, and Denver Water reserves all rights of ownership, title and control to the GIS Data it provides under this Agreement under common law, federal copyright law or any other law relating to confidential and/or trade secret information. The Recipient acknowledges that the development of the GIS Data required the skilled efforts of professionals in the design and compilation of the GIS Data and the end product is the result of the original work of the Distributor, the Distributor's employees, contractors and agents. Pursuant to Colorado law, the GIS Data is a trade secret of the Distributor and may only be used as authorized herein. Recipient agrees that it will treat the GIS Data as it would its own confidential and proprietary information.

7. NO FINANCIAL COMMITMENT: This Agreement contains no financial commitments on the part of either Party and any financial commitments or payment obligations of either Party that may become a part of this Agreement, whether direct or contingent, shall be subject to appropriation and encumbrance by that Party's governing body.

8. GOVERNING LAW AND VENUE: Each and every term, provision or condition in this Agreement is subject to and shall be construed in accordance with the provisions of Colorado law, and applicable federal law, the Charter of Denver Water and the ordinances, rules and regulations, and Executive Orders, enacted and/or promulgated pursuant thereto. Such applicable law, together with the Charter and Revised Municipal Code of DENVER WATER, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set forth herein by this reference. Venue for any action or proceeding arising out of, or relating in any way to this Agreement, or the breach thereof, shall be in Denver, Colorado.

9. NO THIRD PARTY BENEFICIARIES: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Discloser, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement, including but not limited to contractors, employees, sureties, agents, subcontractors and sub consultants of the Recipient. It is the express intention of the Distributor that any person other than the Recipient receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

10. INDEPENDENT STATUS: It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of agents, partners, joint ventures or associates between the Parties hereto or as constituting one Party as the employee of the other for any purpose or in any manner whatsoever.

11. RIGHTS CUMULATIVE: All remedies available to the Distributor under the terms of this Agreement or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

12. WAIVER: The waiver by either Party of any default by the other Party, or the failure by one Party to give notice to the other Party of any default, shall not constitute a waiver or any subsequent default or be deemed to be a failure to give notice with respect to any subsequent default.

13. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

14. **SEVERABILITY**: If any provision, term, or part of this Agreement, is held to be invalid, illegal, unenforceable, or in conflict with any law of the State of Colorado, the validity, legality, and enforceability of the remaining portions or provisions shall not be affected, and the rights and obligations of the Distributor shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

15. **AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS**: This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties and signed by the signators of the original Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and authorized assigns.

16. **MODIFICATION**: Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representatives of each of the Parties.

17. **FORCE MAJEURE**: In the event the Recipient is unable to perform any of its obligations under this Agreement because of events or effects that cannot reasonably be anticipated or controlled; natural disasters; action or decrees of governmental bodies; or other events beyond the control of the Recipient, the Recipient shall immediately give notice to Denver Water and shall do everything reasonably practicable to resume performance of its obligations under this Agreement. Upon receipt of notice, the Agreement may be immediately suspended by Denver Water and may remain suspended until the Recipient can resume performance. If the period of suspension exceeds sixty (60) days, then Denver Water may terminate this Agreement upon ten (10) days' written notice to the Recipient.

18. **NO ASSIGNMENT**: Neither this Agreement nor any of the rights granted by it may be assigned or transferred by the Recipient. This restriction on assignments and transfers shall apply to assignments and transfers that may occur by operation of law, as well as by contract, merger or consolidation. Any attempted assignment or transfer in derogation of this prohibition shall be void.

The undersigned warrants to Denver Water that he/she has the full power and authority to enter into, and where applicable, to act as the agent of the Recipient and be bound to perform its obligations under this Agreement. The undersigned also acknowledges that he/she has read this licensing agreement, understands it and agrees to be bound by its terms and conditions.

Signature:

Printed Name:

Title:

Date:

Board Summary Report

Date: August 2, 2016

To: Board of County Commissioners

Through: Matt Crane, Clerk and Recorder

From: Monica Kovaci, Assistant County Attorney

Subject: Intergovernmental Agreements for 2016 Coordinated Election

Request and Recommendation

This is a request to adopt a resolution authorizing the Chair of the Board of County Commissioners to sign the various Intergovernmental Agreements with various political subdivisions regarding election services and TABOR Notice services for the 2016 Coordinated Mail Ballot Election. The Clerk recommends approval of the resolution.

Background

The Uniform Election Code of 1992 encourages governmental entities to cooperate and consolidate elections in order to reduce taxpayer expenses. The County Clerk and Recorder, pursuant to statute, is the designated election official for the County and is the coordinated election official for those elections when more than one political subdivision holds an election on the same day. The County is reimbursed on a pro-rata basis from each political subdivision based on the services provided by the Clerk. Intergovernmental Agreements are entered into by the parties to delineate the duties of each party and provide for payment expectations.

Discussion

The 2016 Election will be a coordinated election with various political subdivisions within the County. These include municipalities, school districts and special districts. As required by state statute, the election will be a mail ballot election.

Attorney Comments

None

Authorization to Sign Intergovernmental Agreements for 2016 Coordinated Election

RESOLUTION NO. 16XXXX It was moved by Commissioner _____ and duly seconded by Commissioner _____ to authorize the Chair of the Board of County Commissioners of Arapahoe County to sign the Intergovernmental Agreements for the 2016 Coordinated Election involving election services and/or TABOR notice services by and between the Board of County Commissioners of Arapahoe County, the Arapahoe County Clerk and Recorder and the municipalities, school districts and special districts that have determined to participate in the November 8, 2016 Coordinated Election, 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.

Board Summary Report

Date: August 8, 2016

To: Board of County Commissioners

Through: Ron Carl, County Attorney

From: John R. Christofferson, Deputy County Attorney

Subject: Herbal Options, LLC, d/b/a Good Meds
3431 S. Federal Blvd., Unit G, Englewood, CO 80110

Request and Recommendation
The purpose of this report is to request renewal of a Medical Marijuana Local License pursuant to the Arapahoe County Medical Marijuana Policy for Herbal Options, LLC, d/b/a Good Meds, located at 3431 S. Federal Blvd., Unit G, Englewood, CO 80110. The Department of Revenue for the State of Colorado renewed a Medical Marijuana Facility State License valid through July 23, 2017.

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

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

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

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

On November 19, 2013, pursuant to the Arapahoe County Medical Marijuana Licensing Policy, the BOCC approved and issued a Medical Marijuana Local License for Herbal Options, LLC, d/b/a Good Meds. The license was previously renewed on December 8, 2015.

Discussion

On July 18, 2016, the Arapahoe County Zoning Department confirmed that Herbal Options, LLC, d/b/a Good Meds, was in compliance with the Arapahoe County Land Development Code Regulations. On July 20, 2016, the Arapahoe County Sheriff's Office provided that there were no issues or concerns with Herbal Options, LLC, d/b/a Good Meds. The State of Colorado Marijuana Enforcement Division has provided a copy of the Authority issued renewed state license valid through July 23, 2017.

Pursuant to the Arapahoe County Medical Marijuana Licensing Policy, renewal and issuance of a Medical Marijuana Local License for Herbal Options, LLC, d/b/a Good Meds, is being placed on the BOCC consent agenda for approval.

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

Fiscal Impact
There is no fiscal impact to the County.

Attorney Comments
The County Attorney's Office recommends the adoption of the resolution.

Reviewed By:
John R. Christofferson, Deputy County Attorney

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

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

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

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

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

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

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

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

WHEREAS, on November 19, 2013, pursuant to the Arapahoe County Medical

Marijuana Licensing Policy, the BOCC approved and issued a Medical Marijuana Local License for Herbal Options, LLC, d/b/a Good Meds, located at 3431 S. Federal Blvd., Unit G, Englewood, CO 80110; and

WHEREAS, on August 2, 2016, pursuant to the Arapahoe County Medical Marijuana Licensing Policy, the BOCC approved the renewal and issuance of a Medical Marijuana Local License for Herbal Options, LLC, d/b/a Good Meds; and

WHEREAS, Herbal Options, LLC, d/b/a Good Meds, has requested renewal of its Medical Marijuana Local License pursuant to the Policy; and

WHEREAS, on July 18, 2016, the Arapahoe County Zoning Department confirmed that Herbal Options, LLC, d/b/a Good Meds, was in compliance with the Arapahoe County Land Development Code Regulations; and

WHEREAS, on July 20, 2016, the Arapahoe County Sheriff's Office provided that there were no issues or concerns with Herbal Options, LLC, d/b/a Good Meds; and

WHEREAS, the State of Colorado Marijuana Enforcement Division provided a copy of the renewed State License valid until July 23, 2017.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County, Colorado, that pursuant to the Arapahoe County Medical Marijuana Licensing Policy, the Board of County Commissioners of Arapahoe County, Colorado hereby approves renewal of the Medical Marijuana Local License for Herbal Options, LLC, d/b/a Good Meds, located at 3431 S. Federal Blvd., Unit G, Englewood, CO 80110, valid until July 23, 2017, and hereby directs the Chair to sign the Medical Marijuana Local License for Herbal Options, LLC, d/b/a Good Meds.

The vote was:

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

The Chair declared the motion carried and so ordered.

Arapahoe County
Colorado's First

Board Summary Report

Date: October 27, 2015

To: Board of County Commissioners

Through: Ronald A. Carl, County Attorney

From: Karen Thompsen, Paralegal

Subject: 2015 Board of Equalization Qualifying Senior Citizen Property Tax Exemption (1 Resolution Number)

Request and Recommendation
The purpose of this request is for the adoption of a resolution approving the 2015 Board of Equalization Qualifying Senior Citizen Property Tax Exemption decision as recommended by appointed independent referee

Background and Discussion
Pursuant to C.R.S. §39-8-101, the Board of County Commissioners comprises the County Board of Equalization. Pursuant to C.R.S. §39-6-206(2)(a) the County Board of Equalization is required to hear senior citizen property tax exemption applications denied by the County Assessor. Pursuant to C.R.S. §39-3-206(2)(b), the Board of County Commissioners appointed an independent referee to conduct the hearing on an appeal of the decision of the County Assessor. The appointed referees' recommendation has been made after a hearing with the property owner.

It is recommended by the independent referee that the appeal of the petitioner listed below be denied.

Petitioner: Nick Atsahi (Afsahi) **Schedule No**. 2075-14-2-13-027 **PIN** 031765722

Fiscal Impact
None.

Reviewed By:
Ronald A. Carl, County Attorney
Karen Thompsen, Paralegal

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

WHEREAS, pursuant to C.R.S. § 39-3-206(2)(a), the Board of County Commissioners, acting as the County Board of Equalization, is required to hold hearings when any senior, who's application for a property tax exemption has been denied by the County Assessor pursuant to C.R.S. § 39-3-206(1)(b), desires to contest the denial; and

WHEREAS, pursuant to C.R.S. § 39-3-206(2)(b), the Board of County Commissioners, acting as the County Board of Equalization, may appoint independent referees to conduct these hearings on behalf of the County Board of Equalization; and

WHEREAS, after said hearings, the referee shall make findings and submit recommendations to the County Board of Equalization for its final action, and

WHEREAS, the Board is desirous of appointing a referee who will conduct these hearings on behalf of the County Board of Equalization.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to appoint Mary Ann Foster as an independent referee to conduct hearings on behalf of the County Board of Equalization pursuant to C.R.S. §§ 39-3-206(2)(a) and (2)(b) for calendar year 2016 for those seniors who wish to contest the denial of their property tax exemption.

The vote was:

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

The Chair declared the motion carried and so ordered.