

TUESDAY STAFF BRIEFINGS

June 21, 2016

****Please Note Briefings Will Begin Immediately Following Hearings****

All items on this agenda are scheduled for immediately following Hearings and will normally be considered in the order the item appears on the agenda. The Board, at their discretion, may choose to alter the order in which items are considered, may break, or may continue any item to be considered on a future date.

Convene immediately following Hearings; BCC Conference Room, 5th Floor

Briefing Items

- | | |
|--|--|
| 1. Personal Property Tax Incentive Request
(30 minutes) | Tom Livingston, Tom Silvers
Jennifer Shloss |
| 2. Public Health Request for Grant Funded Position
(15 minutes) | Jody Erwin |
| 3. Municipal Separate Storm Sewer System (MS4) Permit Update
(20 minutes) | Jeanie Rossillon |
| 4. Clear Creek and Standley Lake Watershed Agreement
(20 minutes) | Jeanie Rossillon |
| 5. Agreement Regarding Funding of Flood Hazard Area
Delineation (FHAD) for Clear Creek (30 minutes) | Jeanie Rossillon |
| 6. Waiver of Addressing Policy
(15 minutes) | Jeanie Rossillon |
| 7. Jefferson County Brand Strategy
(30 minutes) | Kate McIntire |
| 8. Leadership Arvada Cookout Kitchen for Charity Project
(15 minutes) | Kate Newman |

County Commissioners' Report (15 minutes)

- 911 Fees - Commissioner Tighe (No attachments)

County Manager's Report (5 minutes)

- Chatfield Watershed Authority Board Appointments (No attachments)

County Attorney's Report (15 minutes)

- Appointment of and Authorization for Referees to Conduct Property Tax Valuation and Qualifying Senior/Disable Veteran Property Tax Exemption Hearings, and for Referees to Conduct Abatement Hearings and Designation of Arbitrators for Arbitration of Property Valuation Appeals Property

Executive Session

- Litigation Update - Legal Advice C.R.S. 24-6-402(4)(b) (15 minutes)
- Library - Legal Advice C.R.S. 24-6-402(4)(b) (15 minutes)
- Personnel Matter - C.R.S. 24-6-402-(4)(f) (15 minutes)

Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the provision of services. Disabled persons requiring reasonable accommodation to attend or participate in a County service, program or activity should call 271-5000 or TDD 271-8071. We appreciate a minimum of 24 hours advance notice so arrangements can be made to provide the requested auxiliary aid.

TUESDAY STAFF BRIEFINGS

June 21, 2016

Briefing Items			Total Estimated Time: 2 hours 55 minutes
Begin	End	Agenda No.	Title
10:15	10:45	1.	Personal Property Tax Incentive Request
10:45	11:00	2.	Public Health Request for Grant Funded Position
11:00	11:20	3.	Municipal Separate Storm Sewer System (MS4) Permit Update
11:20	11:40	4.	Clear Creek and Standley Lake Watershed Agreement
11:40	12:10	5.	Agreement Regarding Funding of Flood Hazard Area Delineation(FHAD) for Clear Creek
12:10	12:25	6.	Waiver of Addressing Policy
12:25	12:55	7.	Jefferson County Brand Strategy
12:55	1:10	8.	Leadership Arvada Cookout Kitchen for Charity Project
Commissioners Report			Total Estimated Time: 15 minutes
Begin	End	Agenda No.	Title
1:10	1:25		911 Fees - Commissioner Tighe
County Manager Report			Total Estimated Time: 5 minutes
Begin	End	Agenda No.	Title
1:25	1:30		Chatfield Watershed Authority Board Appointments
County Attorney Report			Total Estimated Time: 15 minutes
Begin	End	Agenda No.	Title
1:30	1:45		Appointment of and Authorization for Referees to Conduct Property Tax Valuation and Qualifying Senior/Disable Veteran Property Tax Exemption Hearings, and for Referees to Conduct Abatement Hearings and Designation of Arbitrators for Arbitration of Property Valuation Appeals Property
Executive Session			Total Estimated Time: 45 minutes
Begin	End	Agenda No.	Title
1:45	2:00		Litigation Update - Legal Advice C.R.S. 24-6-402(4)(b)
2:00	2:15		Library - Legal Advice C.R.S. 24-6-402(4)(b)
2:15	2:30		Personnel Matter - C.R.S. 24-6-402-(4)(f)

BOARD OF COUNTY COMMISSIONERS SCHEDULE

Time*

Topic*

<u>Time*</u>	<u>Topic*</u>
	<u>Monday, June 20, 2016</u>
7:30 a.m. – 9:30 a.m.	WestConnect Coalition – Steering Committee Meeting 1 st Bank Center, 11450 Broomfield Lane, Broomfield
	<u>Tuesday, June 21, 2016</u>
9:00 a.m.	Public Comment and Public Hearings Jefferson County Courts & Administration Building 100 Jefferson County Parkway, Hearing Room One
Immediately following Public Hearings	Staff Briefings - (BCC Board Room)
Immediately following Staff Briefings	Ralph Schell - (BCC Board Room)
3:15 – 4:15 p.m.	Head Start Strategic Planning Meeting Jefferson County Courts & Administration Building 100 Jefferson County Parkway, BCC Board Room
	<u>Wednesday, June 22, 2016</u>
10:00 a.m. – 2:00 p.m.	USDA Field Tour West Ranch, Hwy. 285 and North Turkey Creek Road
4:00 p.m. – 5:30 p.m.	Open Space Advisory Committee Joint Meeting Jefferson County Courts & Administration Building 100 Jefferson County Parkway, BCC Board Room
	<u>Thursday, June 23, 2016</u>
11:00 a.m. – 1:00 p.m.	CSU Extension Advisory Committee Joint Meeting Flying J Ranch, 9509 County Highway 73, Conifer
	<u>Friday, June 24, 2016</u>
	NO TOPICS SCHEDULED TO DATE

*Emergency Items Or Other County Business For Which Prior Notice Was Not Possible May Be Considered.

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

**Personal Property Tax Incentive Request
June 21, 2016**

- For Information For Discussion/Approval
Prior to Future Hearing For Action

ISSUE: In this briefing a Personal Property Tax Incentive request will be reviewed for Ball Metal Beverage Container Corp (BMBCC).

BACKGROUND: Ball Metal Beverage Container Corp. manufactures decorated two-piece aluminum beverage cans and retained ends for sales to the beverage industry. The company owns a can manufacturing plant at 4525 Indiana Street, Golden Colorado.

DISCUSSION: BMBCC is committed to invest \$25 million in personal property with the installation of new manufacturing equipment for their operations of approximately 520,000 square foot facility. BMBCC will employ 5 additional employees by the end 2017 with an average salary of \$54,933 plus benefits equivalent to 32 percent of the individual's salary.

BMBCC is requesting a corporate personal property tax rebate of 50 percent per year for five years.

FISCAL IMPACT: If all requirements for receiving the Personal Property Tax Incentive are met, the financial impact to Jefferson County is estimated at \$468,459 over a 5 year period.

RECOMMENDATIONS: It is recommended that the Board of County Commissioners consider this request for Personal Property Tax Incentive.

ORIGINATOR: Holly Björklund, Finance & Information Technology

CONTACTS FOR ADDITIONAL INFORMATION:

Holly Björklund, hbjorklu@jeffco.us 303-271-8597

David Wunderlich, 303-271-8939

Leigh Seeger LSeeger@jeffcoedc.org

Janice Fredricksen

From: Leigh Seeger [lseeger@jeffcoedc.org]
Sent: Monday, June 13, 2016 10:57 AM
To: Janice Fredricksen
Cc: Holly Bjorklund; Doris Allen; Tom Livingston
Subject: Commissioner Briefing 6.21.2016

Hello Janice,

For the Commissioner briefing on Tuesday, June 21st the following people will be in attendance for Ball Container's personal property tax rebate application:

- Jeffco EDC
 - Tom Livingston - Economic Development Specialist
- Ball Corporation
 - Tom Silvers – Director of Corporate Real Estate
 - Jennifer Shloss – Manager, State and Local Tax Administration

I will be out of town on a business trip during the briefing, but have brought Tom Livingston up to speed on the project.

As of now, I have us down for around 9:15 am (I believe you said it was a late start). Please let me know if that time changes.

Thank you,
Leigh

Leigh Seeger • Economic Development Manager • lseeger@jeffcoedc.org • 720.544.5505



JEFFERSON COUNTY
ECONOMIC DEVELOPMENT CORPORATION

1667 COLE BOULEVARD, SUITE 400, GOLDEN, CO 80401

P 303.202.2965 • F 303.202.2967 • www.jeffcoedc.org





Ball Corporation

10 Longs Peak Drive, Broomfield, CO 80021-2510 (303) 469-5511 Fax (303) 460-5149
Reply to: P.O. Box 5000, Broomfield, CO 80038-5000

January 28, 2016

Mr. Ralph Schell
Jefferson County Manager
100 Jefferson County Parkway, #5538
Golden, CO 80419

Re: Jefferson County Personal Property Tax Rebate Application

Dear Mr. Schell:

I would like to take this opportunity to introduce you to Ball Metal Beverage Container Corp. and, in the process, put forth our request for economic incentives regarding our interest in expanding our manufacturing operations in unincorporated Jefferson County.

Ball Metal Beverage Container Corp. manufactures decorated two-piece aluminum beverage cans and retained ends for sale to the beverage industry. The company owns a can manufacturing plant at 4525 Indiana Street, Golden, Colorado.

We are committed to invest \$25 million in personal property with the installation of new manufacturing equipment for our operations of an approximately 520,000 square foot facility.

We will employ 5 additional employees by the end of the 2017 with an average salary of \$54,933 plus benefits equivalent to 32 percent of the individual's salary.

We respectfully request a corporate personal property tax rebate of 50 percent per year for five years, beginning in 2017. We are asking this request be presented to the Jefferson County Commissioners as soon as possible. This will allow Ball Metal Beverage Container Corp. to move forward with our growth planning processes.

Thank you for your assistance in this endeavor.

Sincerely,

A handwritten signature in black ink that reads "John H. Wells".

John H. Wells
Vice President

cc: Leigh Seeger, Jefferson County Economic Development Corporation



Ball Corporation

10 Longs Peak Drive, Broomfield, CO 80021-2510 (303) 469-5511 Fax (303) 460-5149
Reply to: P.O. Box 5000, Broomfield, CO 80038-5000

January 14, 2016

Ms. Leigh Seeger
Jefferson Economic Corporation
1667 Cole Blvd., Suite 400
Golden, CO 80401

Re: Ball Metal Beverage Container Corp. ("BMBCC")
Application for Tax Abatement

Dear Ms. Seeger:

Enclosed please find BMBCC's Jefferson County Business Incentive Questionnaire for your consideration. We appreciate the guidance and support we received from the Jefferson County Economic Development Corporation.

We are excited to be partnering with Jefferson County in the potential expansion of our existing Golden facility and operations. Our new \$25 million product line and expansion is expected to result in five new jobs. The new manufacturing line is expected to be installed at one of our plants in 2016 with start-up production targeted for early 2017.

Please let me know if there are any questions or clarifications related to the attached application. If additional information is required, please contact me at (303) 460-2580 or Jennifer Shloss at (303) 460-2486 at your earliest convenience.

Regards,

A handwritten signature in black ink that reads "John H. Wells".

John H. Wells
VP Global Tax

Enclosures



COMPANY INFORMATION

Company name: Ball Metal Beverage Container Corp. Year established: 1995*
 * Formerly a division of Ball Corp, now a subsidiary.

Product/service description:
 Ball Metal Beverage Container Corp. manufactures decorated aluminum beverage containers and tab ends for sale to the beverage industry.

Industry: Metal Beverage Container Manufacturer

Present location(s): 4525 Indiana Street, Golden, CO 80403

PROJECT INFORMATION

Project description: Install a new container manufacturing line that will produce beverage containers Total project cost \$ estimated at \$25,000,000
 (land, building, personal property)

Is project an:
 expansion X (within existing facility)
 relocation _____
 new facility _____

Are you looking at a(n):
 existing bldg X
 build-to-suit _____

Will you:
 lease N/A
 purchase N/A

Facility size: Approx. 520,000* Sq.ft.
 * Existing facility size

Jefferson County site(s) being considered:
4525 Indiana Street, Golden, CO 80403

Other competitive site(s) being considered:
 Georgia _____
 Florida _____
 Texas _____

If leasing
 average annual lease pymt \$ N/A
 market value of property \$ N/A

If purchasing
 cost of new facility \$ N/A
 tenant improvements costs \$ N/A

If doing a build-to-suit
 land purchase \$ N/A
 construction material costs \$ N/A
 construction soft costs \$ N/A
 construction labor costs \$ N/A

Project timeframe (projected dates):
 Begin construction: 2016
 Begin company operations: 2017
 % of goods/services exported outside of the County: 100%

FINANCIAL INFORMATION

Estimated gross and net revenues:

	Gross	Net		Gross	Net
Year 1	\$448,893,922	\$91,007,717	Year 6	\$489,304,387	\$109,996,382
Year 2	\$495,514,462	\$118,641,129	Year 7	\$489,304,387	\$109,584,117
Year 3	\$493,333,770	\$115,234,650	Year 8	\$489,304,387	\$109,167,111
Year 4	\$493,333,770	\$114,836,287	Year 9	\$485,476,473	\$104,917,396
Year 5	\$493,333,770	\$114,433,343	Year 10	\$485,476,473	\$104,490,743

Project Summary (5 years/50%)

Prospect Name: Ball Metal Container Corp.

Product: Ball Metal Container Corp. manufacturers decorated aluminum beverage containers and tab ends to the beverage industry.

Project Background: The proposed project would be an installation of a new container manufacturing line that will produce beverage containers.

Project Type: Expansion

Current Location: 4525 Indiana Street, Golden, CO 80403

Considered Locations: Ball Metal Beverage Packaging Divisions located in Georgia, Florida and Texas.

Project Size: 520,000 sq. ft. (current facility in unincorporated Jefferson County)

Employees: 5 new jobs over the next two years
Average annual salary: \$54,933

Project Investment: New Personal Property Investment: \$25,000,000

County Rebate: Year 1: \$93,682
Year 2: \$93,692
Year 3: \$93,692
Year 4: \$93,692
Year 5: \$93,692

5-year total = \$468,459 (estimate does not include depreciated values)

Economic Impact:

- Net economic & fiscal benefit to the County: \$17.9 million over twenty years with a payback of .10 years.
- Net public revenue to the County: \$2.7 million with a payback period of 6.59 years.

Definitions:

- **Economic Benefits:** Economic benefits occur when dollars are transferred from one entity to another, and include the public revenues associated with a project's on-going operations, as well as the direct/indirect dollars circulated throughout private enterprises due the project's on-going spending pattern.
- **Public Revenues:** Public revenues include revenue received by the local government from residents, businesses, and/or employees associated with the project, and include real and personal property taxes, sales/use taxes, impact and other fees, and any visitor-related taxes.
- **Public Costs:** Public costs include the cost of providing local governmental services to residents, businesses, and/or employees associated with the project, including the value of tax credits or other incentives granted to the project.
- **Payback Period:** The number of years needed to recover the investment

Total Economic Benefit – Total Public Costs = *Net Economic Impact*

Total Public Revenues – Total Public Costs = *Net Fiscal Impact*

Summary of Project Returns

Menu

Ball Metal Beverage Container Corp

Total Local Government Incentives and Project Costs	\$0	Construction
	\$468,460	Business Operations
	<u>\$468,460</u>	Total incentives and project costs over ten years
<i>Net Economic & Fiscal Benefits to Local Gov't</i>	\$17,881,506	Net benefit/(cost) over twenty years
<i>Net Public Revenue to Local Government</i>	\$2,664,464	Net benefit/(cost) over twenty years
Payback Period for Public Cost of:	\$468,460	
<i>Net Economic & Fiscal Benefits to Local Gov't</i>	0.10	years
<i>Net Public Revenue to Local Government</i>	6.59	years

Return on Investment		
<i>Total Economic & Fiscal Benefits to Local Government</i>		
Year One	\$50.15	Benefit received for each public dollar spent
Years One through Twenty	\$34.94	Cumulative benefit for each public dollar spent over twenty years
<i>Total Public Revenue to Local Government</i>		
Year One	\$0.25	Public revenue received for each public dollar spent
Years One through Twenty	\$6.06	Cumulative public revenue for each public dollar spent over twenty years

Net Present Value (NPV) Analysis			
		Net Economic & Fiscal Benefits (Costs)	Net Fiscal Benefits (Costs)
	<u>Discount Rate</u>	<u>NPV</u>	<u>NPV</u>
Safe Rate of Return	2.2%	\$15,025,171	\$2,058,167
	0.2%	\$17,638,763	\$2,612,564
	1.2%	\$16,240,853	\$2,314,944
	3.2%	\$13,963,717	\$1,835,886
	4.2%	\$13,033,235	\$1,642,833

Jefferson County Corporate Personal Property Tax Rebate

Estimate Prepared for Ball Metal Beverage Container Corp.

	<u>Year 1</u> 2016	<u>Year 2</u> 2017	<u>Year 3</u> 2018	<u>Year 4</u> 2019	<u>Year 5</u> 2020	<u>Total</u> 2016-2025
Existing PP Invest./Prior Yr.	\$0	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000
New Investment	\$25,000,000	\$0	\$0	\$0	\$0	\$0
Accumulative Invest.	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000
Assessment	0.29	0.29	0.29	0.29	0.29	0.29
Mill Levy	0.025846	0.025846	0.025846	0.025846	0.025846	0.025846
Property Tax Revenue	\$187,384	\$187,384	\$187,384	\$187,384	\$187,384	\$0
County Rebate at 50%	\$93,692	\$93,692	\$93,692	\$93,692	\$93,692	\$468,459

5-Year/50% County Rebate Estimate: \$468,459

Estimates does not include depreciated values on assets and does not consitute an Agreement.

Ball Metal Beverage Container Corp.

Jeffco EDC is respectfully recommending the Board of County Commissioners approve a 50% personal property tax rebate for a five-year period for Ball Metal Beverage Container Corp. This recommendation is based on the assumption that the company meets its annual cumulative performance measures.

Multiple factors were considered in formulating the recommendation, including the following:

- **Job creation – 5**
 - Job creation total and percent increase is low in relation to size of company
 - 2.3% increase in employment (314 current employees)
- **Average Salary - \$54,933**
 - Higher than the county's \$51,225 average wage
- **Project size**
 - Total project cost \$25,000,000
 - \$25,000,000 net new personal property
 - Significant capital investment
 - Of the county's existing contracts, this is one of the larger projects in terms of capital investment
 - No net new real estate absorption (expansion occurring is company's existing facility) or projected facility improvements.
 - This impacts economic impact of project
- **Economic impact**
 - Economic and fiscal benefit to the county: \$17.9 million over twenty years
 - County's payback period from incentive is 6.59 years, with \$2.7 million in total revenue from project.
 - A ten-year term and/or 100% rebate would have increased the payback period dramatically, resulting in the longest payback period of any existing contract.
- **Company's Expansion Estimates**
 - The project is estimating a one-time large amount of capital investment during year one. It is not projected that the company will add further investment during the five-year contract.

In addition, Ball Metal Beverage Container Corp. is a large **primary employer** in Jefferson County, and is in one of Jeffco EDC's **target industries** (beverage production).

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER**Public Health Department****Administrative Services****June 21, 2016** For Information For Discussion/Approval
Prior to Future Hearing For Action

ISSUE: Jefferson County Public Health received a three year grant from the Colorado Department of Public Health and Environment's (CDPHE) Amendment 35 sponsored Cancer, Cardiovascular Disease and Pulmonary Disease (CCPD) grants program in the amount of \$524,980 for FY 2016-2019 beginning July 1, 2015. Project description: Reduce chronic disease risk factors in population at risk for obesity and chronic disease. This project is designed to reduce chronic disease risk factors using five key approaches: 1) form and operate a county-wide coalition; the coalition will be comprised of a steering committee, a food policy council; and one local coalition; 2) perform environmental assessments; 3) conduct policy assessments; 4) adopt policies; and 5) implement a county-wide communications plan. For year one, we requested 1.75 grant funded FTE and, additionally, hired several consultants to help kick off the program. For year two, we would like to replace the consultants with two additional grant funded FTE. We have one vacant grant funded FTE we can use to fill one of the positions, and are requesting an additional 1.0 grant funded FTE that will be utilized as long as the project is funded.

BACKGROUND: The scope of work of this funding aligns well with the goals, objectives, strategies and tactics of the Jefferson County Community Health Improvement Plan and Health Improvement Network which is a framework for addressing the social determinants of health. The personnel funded by this grant are essential to accomplish the desired health outcome of reducing chronic disease in Jefferson County. For 2015 - 2016, the funds were used to support existing FTE, hire a built environment coordinator and a program assistant. For 2016 - 2017 we will hire an additional administrative assistant to focus on communications and outreach, as well as a food systems coordinator. The primary responsibilities of the food systems coordinator include: 1) promoting and facilitating partner engagement, program alignment, education and outreach to increase access to healthy, affordable food and reduce food insecurity; 2) conducting communication outreach; and 3) tracking, reporting and conducting additional data collection.

DISCUSSION: This grant will continue to do work that improves the health of citizens.

FISCAL IMPACT: The grant covers all costs of the project.

RECOMMENDATION: That the Board of County Commissioners authorizes 1.00 grant funded FTE for the project.

ORIGINATOR: Elise G. Lubell, MS, MCHES, Director, Health Promotion and Lifestyle Management Division

CONTACT: Jody Erwin, Director, Administrative Services (x5717)

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

June 21, 2016

Municipal Separate Storm Sewer System (MS4) Permit Update

- For Information
- For Decision
- For Discussion/Approval Prior to Future Hearing
- For Action

ISSUE:

Staff has prepared this briefing paper to provide background information on the recently issued renewal Municipal Separate Storm Sewer System permit.

BACKGROUND:

Jefferson County has a Municipal Separate Storm Sewer System (MS4) permit that is issued by the Colorado Department of Public Health and Environment (CDPHE). Jefferson County's MS4 includes the drainage system intended to convey stormwater flows including roadside ditches, curb and gutter, detention ponds, retention ponds, manmade channels and storm sewer drains. The MS4 permit is intended to reduce the amount of sediment and pollutants that enter the surface and groundwater system.

The CDPHE recently issued a 2016 MS4 permit that becomes effective on July 1, 2016. The previous 5 year permit was effective in 2008 through 2013 and was administratively extended through 2016 while the 2016 permit was being drafted.

Jefferson County's MS4 permitted area will increase based on the 2016 MS4 permit criteria. The MS4 permitted area is based on census data, including growth areas that are anticipated to meet the US Census definition of an urbanized area (1000 people per square mile) by 2020. Jefferson County staff are currently updating the MS4 permitted area map based on the 2010 Census data.

There are six programs areas with the MS4 permit including 1) Public Education and Outreach, 2) Public Involvement and Participation, 3) Illicit Discharge Detection and Elimination, 4) Construction Sites, 5) Post Construction Stormwater Management in New Development and Redevelopment and 6) Pollution Prevention/Good Housekeeping for Municipal Operations.

Significant revisions to the 2016 MS4 permit include the addition of metrics for each of the six programs and increased program documentation. The 2016 MS4 includes a Compliance Schedule that provides deadlines for deliverables to the CDPHE over the 5 year permit term. Regulation revisions related to the 2016 MS4 permit are not anticipated within the next year.

The MS4 permit affects multiple divisions and departments including; Planning and Zoning, Transportation and Engineering, Road and Bridge, Fleet Services, Open Space, Fairgrounds, Facilities and Construction Management, Sheriffs Office and Public Health. Each division and department collaborates to maintain an efficient and compliant MS4 program. Based on past inspections from the EPA and CDPHE on active CIP and private development projects, our MS4 program has been in compliance and effective.

Staff coordinates our involvement in the watershed associations, our floodplain management program, the Community Rating System program and the MS4 program to ensure efforts are maximized and not duplicated. We are able to utilize public education events with the watershed groups to help meet the MS4 program, floodplain management program, and CRS program requirements. Water quality data collected by the watershed groups can be used to meet the MS4 program requirements.

FISCAL IMPACTS:

No additional fiscal impacts are anticipated to the County.

ATTACHMENTS:

- Figure 1 – Approximate MS4 Permitted Area Map
- Summary of MS4 Permit

ORIGINATORS:

- Jeanie Rossillon, Director of Development and Transportation, x8575
- John Wolforth, Director of Planning and Zoning, x8713
- Patrick O'Connell, Geologist, x8707

A SUMMARY OF REQUIRED MS4 CONTROL MEASURES

Pollutant restrictions, prohibitions, and reduction requirements required by the permit are listed below. All control measures must be implemented before the discharge from the MS4.

The MS4 permit in its entirety can be found here:

<https://www.colorado.gov/pacific/sites/default/files/COR090000-Permit%20Certification.pdf>

1. Public Education and Outreach

The permittee must implement a public education program to promote behavior change by the public to reduce pollutants in discharges from the MS4. Education and outreach activities, individually or as a whole, must address the impacts of stormwater discharges on water bodies, the steps the target audience can take to reduce pollutants in stormwater runoff, and water quality impacts associated with illicit discharges and improper disposal of waste.

- a. The following requirements apply:
 - i. **Illicit Discharges:** The permittee must provide information to businesses and the general public regarding the permittee's prohibitions of and the water quality impacts associated with illicit discharges.
 - ii. **Education and Outreach Activities:** Each year, the permittee must implement at least four education and outreach activities.
 - iii. **Nutrients:** The permittee must specifically address the reduction of water quality impacts associated with nitrogen and phosphorus in discharges from the MS4.

2. Illicit Discharge Detection and Elimination

The permittee must implement a program to effectively prohibit illicit discharges.

- a. The following requirements apply:
 - i. **Storm Sewer System Map:** The permittee shall maintain a current map of the location of all MS4 outfalls within the permit area.
 - ii. **Regulatory Mechanism:**
 - (A) Prohibit illicit discharges into the MS4;
 - (B) Have a procedure to request access to property to implement the illicit discharges procedures, to include judicial action; and
 - (C) Provide the permittee the legal ability to cease or require to be ceased and remove, or require and ensure the removal of, and impose penalties for all illicit discharges.
 - iii. **Tracing an Illicit Discharge:** The permittee must implement procedures to respond to reports/identification of illicit discharges.

- iv. **Removing an Illicit Discharge:** When an illicit discharge is identified, the permittee must remove or require the removal of the source of the illicit discharge.
- v. **Enforcement Response:** The permittee must implement appropriate written enforcement procedures and actions to eliminate the source of an illicit discharge when identified/reported, and discourage future illicit discharges from occurring.
- vi. **Priority Areas:** The permittee must locate priority areas with a higher likelihood of having illicit discharges.
- vii. **Training:** The permittee must train applicable municipal staff to recognize and appropriately respond to illicit discharges observed during typical duties.

3. Construction Sites

The permittee must implement a program to reduce or prevent the discharge of pollutants to the MS4 from applicable construction activities including construction activities that result in a land disturbance of greater than or equal to one acre or that is less than one acre, but is part of a larger common plan of development or sale that would disturb.

a. The following requirements apply:

- i. **Exclusions:** The following construction activities are not subject to the requirements of this section
 - (A) Construction Activities with R-Factor Waiver.
 - (B) Activities for County Growth Areas: Permittees that are counties may exclude the following activities from being applicable construction activities when they occur within a county growth area:
 - 1) Construction activities on sites that began as part of a plan of development prior to the effective date of this permit.
 - 2) Large lot single family development: A land disturbance greater than one acre on a single-family residential lot, or agricultural zoned lands, with an area greater than or equal to 2.5 acres in size and having a total site impervious area that is equal to or less than 10 percent.
 - (C) Activities for Growth Areas
 - 1) Facilities associated with oil and gas exploration, production, processing, or treatment operations, or transmission facilities construction activity.
- ii. **Regulatory Mechanism:** To the extent allowable under state or local law, implement a regulatory mechanism to meet the following:

- i. Regulatory Mechanism: To the extent allowable under state or local law, implement a regulatory mechanism to:
 - (A) Require control measures to be implemented for all applicable development sites.
 - (B) Require the long-term operation and maintenance of control measures.
 - (C) Implement sanctions against entities responsible for applicable development sites and for the long-term operation and maintenance of the control measures.
- ii. Regulatory Mechanism Exemptions: Procedures must be implemented to ensure that any exclusions, exemptions, waivers, and variances included in the regulatory mechanism are applied in a manner that complies with the terms and conditions of this permit.
- iii. Site Plans
 - (A) Site Plan Requirements: Site plans that include control measures for the applicable development sites must include the following:
 - 1) Design details for all structural control measures.
 - 2) A narrative reference for all non-structural control measures for the site, if applicable.
 - 3) Documentation of operation and maintenance procedures to ensure the long term observation, maintenance, and operation of the control measures.
 - 4) Documentation regarding easements or other legal means for access of the control measure sites for operation, maintenance, and inspection of control measures.
 - (B) Site Plan Review: The permittee shall implement a site plan review process for applicable development sites.
- iv. Construction Inspection and Acceptance: The permittee must implement procedures to ensure that control measures are installed and implemented in accordance with the site plan and include the following:
 - (A) Confirmation that the completed control measure operates in accordance with the approved site plan.
 - (B) All applicable development sites must have operational permanent water quality control measures at the completion of the site.

- v. Long-Term Operation and Maintenance and Post Acceptance Oversight: The permittee must implement written procedures to ensure adequate long-term operation and maintenance of control measures:
 - (A) Procedures to enforce the requirements for the owner or operator to implement and maintain control measures when necessary.
 - (B) Oversight shall include inspections of field conditions and control measures to confirm conformity with the site plan, identify any inadequate control measures, and identify control measures requiring routine maintenance.
- vi. Enforcement Response: Implement appropriate written enforcement procedures and actions. The permittee must escalate enforcement as necessary based on the severity of violation and/or the recalcitrance of the violator to ensure that findings of a similar nature are enforced upon consistently.

5. Pollution Prevention/Good Housekeeping for Municipal Operations

The permittee must implement a program for Pollution Prevention/Good Housekeeping for facilities and operations that they own, operate, or perform within the permit area. The program must prevent or reduce water quality impacts from pollutants being discharged to the MS4 from municipal facilities and operations.

- a. The following requirements apply:
 - i. Control Measure Requirements: The permittee must address the selection, installation, implementation, and maintenance of control measures.
 - ii. Municipal Facility Runoff Control Measures:
 - (A) The permittee shall implement control measures to prevent or reduce potential discharges of pollutants to the MS4 from the municipal facilities listed below:
 - 1) Vehicle maintenance facilities
 - 2) Asphalt and concrete batch plants.
 - 3) Solid-waste transfer stations.
 - 4) Outdoor storage yards with exposed stockpiles of materials.
 - (B) The permittee shall implement the following categories of control measures as necessary to prevent or reduce the pollutant sources present:
 - 1) Preventive maintenance
 - 2) Good housekeeping
 - 3) Spill prevention and response procedures
 - 4) Structural control measures
 - 5) Evaluation of non-stormwater discharges

6) Employee training

(C) The permittee shall implement written municipal facility inspection procedures.

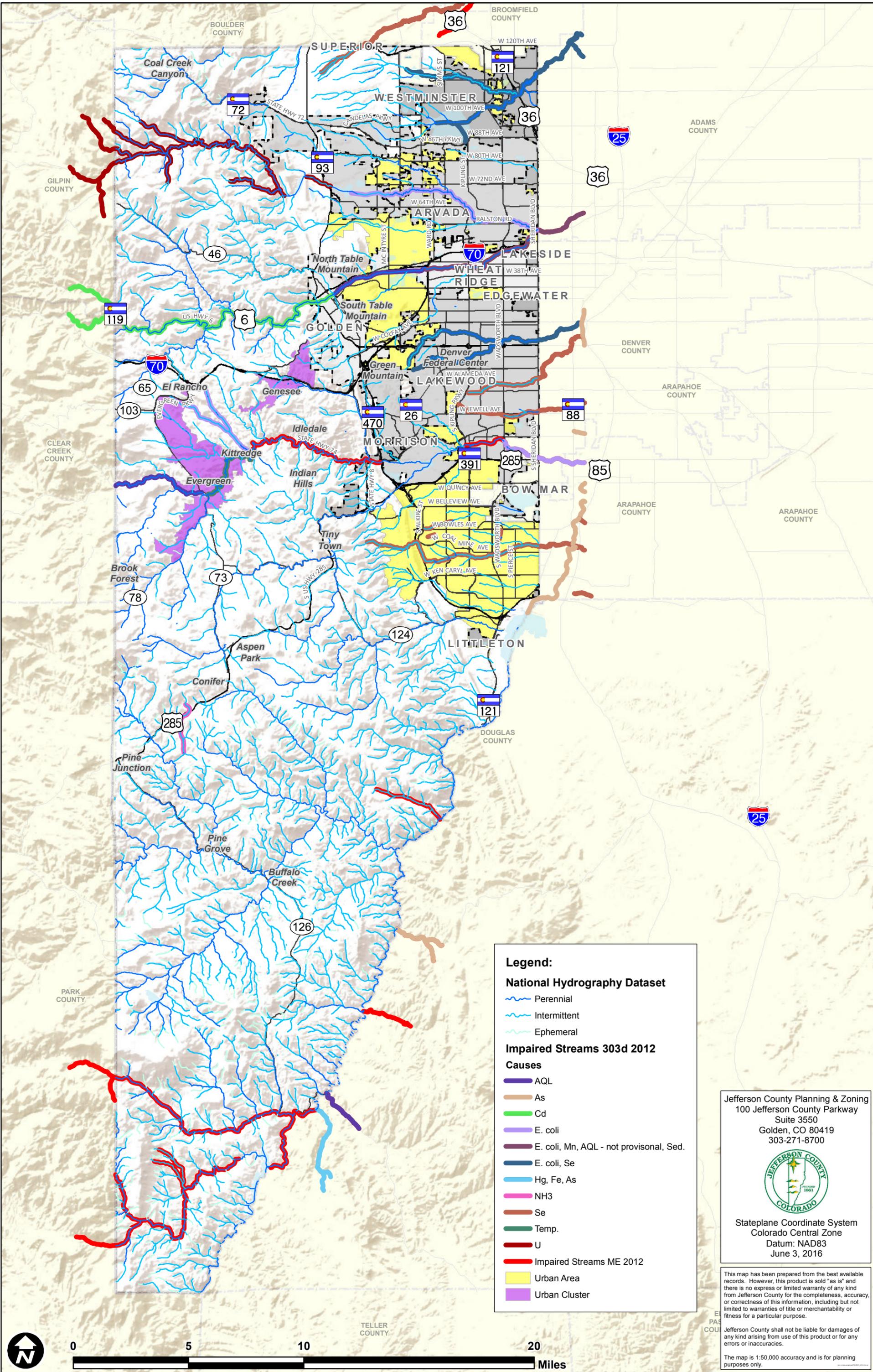
iii. **Municipal Operations and Maintenance Procedures:** The permittee shall implement control measures that prevent or reduce discharges for applicable municipal operations. New written procedures shall be developed and implemented for any new applicable municipal operations prior to associated pollutant sources being present.

(A) At a minimum, implementation of the procedures must prevent or reduce stormwater pollution from the following operations conducted by the permittee:

- 1) Operation and maintenance of streets, roads, highways
- 2) Operation and maintenance of municipal parking lots
- 3) Operations at maintenance and storage yards
- 4) Operations at maintenance shops with outdoor storage areas
- 5) Operation and maintenance of snow dumps/snow disposal areas
- 6) Operation and maintenance of sites used for temporary storage of sweeper tailings or other waste piles
- 7) Park and open space maintenance
- 8) Building maintenance
- 9) New construction of municipal facilities
- 10) Application of pesticides, herbicides, and fertilizers
- 11) Large outdoor festivals and events
- 12) Construction activities
- 13) Maintenance, replacement, and construction of utilities and the storm system.

iv. **Nutrient Source Reductions:** The permittee shall implement a municipal operations program that has the ultimate goal of preventing or reducing nitrogen and phosphorus in stormwater runoff.

v. **Outdoor bulk storage structures,** of more than 55 gallons, for petroleum products and any other liquid chemicals must have control measures implemented that provide secondary containment protection that contains all spills and prevents any spilled material from entering state waters.



Legend:

National Hydrography Dataset

- Perennial
- Intermittent
- Ephemeral

Impaired Streams 303d 2012

Causes

- AQL
- As
- Cd
- E. coli
- E. coli, Mn, AQL - not provisional, Sed.
- E. coli, Se
- Hg, Fe, As
- NH3
- Se
- Temp.
- U
- Impaired Streams ME 2012

Urban Area

Urban Cluster

Jefferson County Planning & Zoning
 100 Jefferson County Parkway
 Suite 3550
 Golden, CO 80419
 303-271-8700

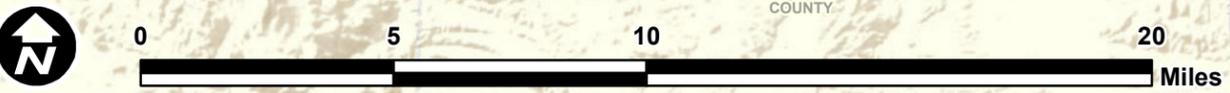


Stateplane Coordinate System
 Colorado Central Zone
 Datum: NAD83
 June 3, 2016

This map has been prepared from the best available records. However, this product is sold "as is" and there is no express or limited warranty of any kind from Jefferson County for the completeness, accuracy, or correctness of this information, including but not limited to warranties of title or merchantability or fitness for a particular purpose.

Jefferson County shall not be liable for damages of any kind arising from use of this product or for any errors or inaccuracies.

The map is 1:50,000 accuracy and is for planning purposes only.



Attachment 1

Clear Creek Watershed Boundary Map



AGREEMENT

The undersigned parties hereto agree as follows:

1. Preamble.

This Agreement seeks to address certain water quality issues and concerns within the Clear Creek Basin of Colorado, and specifically, such issues as they affect the water quality of Standley Reservoir, an agricultural and municipal water supply reservoir located in Jefferson County Colorado, which is supplied with water primarily from Clear Creek. For purposes of this Agreement, the Clear Creek Basin is divided into three (3) areas or segments: the Upper Clear Creek Basin ("Upper Basin"), consisting of Clear Creek and its tributaries from its source to and including the headgate of the Croke Canal in Golden, Colorado; the Standley Lake Tributary Basin ("Tributary Basin"), consisting of the lands directly tributary to Standley Lake, the Church Ditch, the Farmers High Line Canal, the Croke Canal, and lands directly tributary to these Canals; and Standley Lake ("Standley Lake"), consisting of the Lake itself.

The parties to this Agreement are governmental agencies and private corporations having land use, water supply, and/or wastewater treatment responsibilities within the Clear Creek Basin. The parties are: (1) UCCBA; (2) City of Golden; (3) City of Arvada; (4) Jefferson County; (5) Jefferson Center Metropolitan District; (6) City of Westminster; (7) City of Northglenn; (8) City of Thornton; (9) City of Idaho Springs; (10) Clear Creek County; (11) Gilpin County; (12) Black Hawk/Central City Sanitation District; (13) Town of Empire; (14) City of Black Hawk; (15) City of Central; (16) Town of Georgetown; (17) Town of Silverplume; (18) Central Clear Creek Sanitation District; (19) Alice/St. Mary's Metropolitan District; (20) Clear Creek Skiing Corporation; (21) Henderson Mine; (22) Coors Brewing Company; (23) Church Ditch Company; (24) Farmers High Line Canal and Reservoir Company; and (25) Farmers Reservoir and Irrigation Company. For purposes of this Agreement, the parties can be divided into four (4) functional groups, as follows: The Upper Basin Entities ("Upper Basin Users" or "UCCBA"), consisting of the members of the Upper Clear Creek Basin Association (generally representing entities with jurisdiction over land use and wastewater treatment activities in the Upper Basin that can affect water quality in the Upper Basin); the Tributary Basin Entities ("Tributary Basin Entities"), consisting of the Cities of Golden, Arvada, and Westminster, and the County of Jefferson and the Jefferson Center Metropolitan District (generally representing entities with jurisdiction overland use activities that can affect water quality in the Tributary Basin); the Standley Lake Cities ("Standley Lake Cities"), consisting of the cities of Westminster, Northglenn, and Thornton, (representing the municipal water users from Standley Lake); and

the three canal companies (the "Canal Companies"), consisting of the Church Ditch Company, the Farmers High Line Canal and Reservoir company, and the Farmers Reservoir and Irrigation Company (representing the entities that own and operate canals through which water is conveyed to Standley Lake for municipal and agricultural use).

In accordance with the 'geographical and functional divisions, this Agreement generally sets out rights and obligations with respect to certain ' water quality matters within the Clear Creek Basin (as above defined) by area or segment and by functional group.

II. Agreement.

1. The parties will submit a joint alternative proposal to the Water Quality Control Commission ("WQCC") in the matter captioned "For Consideration of Revisions to the Water Quality Classifications and Standards, Including Adoption of a Narrative Standard, for Segment 2, Standley Lake, of Big Dry Creek, in the South Platte Basin, and Adoption of a Standley Lake Control Regulation" on or before December 23, 1993. Said alternative proposal shall contain the following points:

a. Request the WQCC to adopt a narrative standard only for Standley Lake at this time, with further consideration of any control regulation or numeric criteria for implementation of the standard at or after the triennial review of the South Platte River to be held in 1997. The narrative standard shall require maintenance of Standley Lake in a mesotrophic state, as measured by a combination of relevant indicators, as recommended by the parties' consultants prior to December 23, 1993.

b. Request language in the Rule and in the Statement of Basis and Purpose for the regulation explaining that during the next triennium ending in 1997 ("triennium") the parties hereto will be conducting additional testing and monitoring, as well as implementing certain best management practices and controls on a voluntary basis, the results of which will be reported to the WQCC on an annual basis, and that point-source discharge permits written during the triennium shall not include any new or more stringent nutrient effluent limitations or wasteload allocations to meet the narrative standard. The proposed language will also refer to the intention of the parties and the Commission that should the narrative standard not be met

at the end of the triennium, and substantial progress has not been made in reducing the nutrient loads to Standley Lake, additional measures may be required, including numeric standards or effluent limitations for phosphorous and/or nitrogen in the Upper Basin, and for additional best management controls in Standley Lake to be considered.

2. Should the WQCC fail to approve and adopt the substance of the proposed alternative described in paragraphs 1. a. and 1. b. above, this agreement shall automatically terminate and the parties shall be released from all other obligations and rights hereunder.

3. At or after the triennial review in 1997, the UCCBA and Standley Lake Cities agree that if substantial progress has not been made by the UCCBA in reducing its portion of nutrient loading and in developing controls to maintain appropriate reductions in nutrient loads to Standley Lake sufficient to maintain the narrative standard, they will jointly petition the Commission to adopt a control regulation for Standley Lake containing the following points:

a. Total phosphorous effluent limitation of 1.0 mg/l as Pas a thirty (30) day average at the Upper Clear Creek Wastewater Treatment Plants, or such other numeric standard (s) or effluent limitation's) for phosphorous or nitrogen, or in combination, with opportunity for point to point source and nonpoint source to point source trading among the entities that operate the UCCBA treatment plants, as has been determined will be effective in achieving and maintaining the narrative standard for Standley Lake. Such numeric standard (s) or effluent limitation (s) shall be implemented over a three year period to allow time for the affected entities to fund, design and construct improvements necessary to meet the standards.

b. In-lake treatment to reduce internal phosphorous loading by 50% from the 1989-90 measured loadings in the 1993 USGS report by Mueller and Ruddy, or such other standards for reduction of internal phosphorous and nitrogen loading as has been determined will be effective in achieving and maintaining the narrative standard for Standley Lake, within three (3) years.

4. The UCCBA, in consultation with the Standley Lake Cities and Tributary Basin Entities will prepare a Best Management Practices Manual by December 31, 1994 for nonpoint sources that

will cover disturbed areas of 1 acre or more and use its best efforts to have it approved and adopted for implementation by all jurisdictions within the Upper Basin by July 1, 1995. This Manual will be prepared to deal with the geologic, topographic and weather conditions existing within the Upper Basin to facilitate the reduction of nutrient loading from the various activities of the Upper Basin. This Manual will be coordinated with the Standley Lake Cities and Tributary Basin entities. The plan will include a program for monitoring representative results, to be included in the overall basin monitoring plan. For purposes of development of BMP's, Jeff co will not be considered to be part of the UCCBA.

5. The UCCBA, in consultation with the Standley Lake cities and the Tributary Basin Entities, will examine the costs and effects of nutrient removal at UCCBA wastewater treatment plants, including operational controls or modifications which would decrease nutrient loads. Recommendations of such review shall be furnished to all the parties hereto by June 30, 1994. The UCCBA will use its best efforts to have its members implement operational modifications which can be implemented without significant capital improvements as quickly as reasonably practical.

6. The Standley Lake Cities, in consultation with the other parties, will develop a Standley Lake Management Plan by December 31, 1994 which will address in-lake nutrient loading and potential nutrient loading from lake activities, water supply operations, recreational activities, and activities in the watershed. The Standley Lake Cities will use their best efforts to implement the Lake Management Plan by June, 1995. It is understood that the water rights implications of the plan must be considered.

7. The parties will jointly design, implement, and fund in such allocations as they shall agree a monitoring program to evaluate (1) nutrient loadings from point sources; (2) nutrient loadings from non-point sources in the Upper Basin; (3) nutrient loadings from non-point sources in the Tributary Basin; (4) internal Lake loading; and (5) the effect of nutrient reduction measures implemented by the various parties on the trophic status of Standley Lake. The results of the monitoring program will be provided to the Water Quality Control Commission for informational purposes annually. A description of the monitoring program will be included with the Annual Reports.

8. The Tributary Basin Entities and the Standley Lake Cities, in consultation with the other parties, will develop Best Management Practices (BMP's) for each of their jurisdictions by December 31, 1994, and shall use their best efforts to have them adopted as regulations by July, 1995. The BMP's will be designed to remove pollutants to the maximum extent practical considering

•the costs and benefits of possible measures; provided, however that no retro-fitting of existing construction or development will be required.

9. The Tributary Basin Entities, the Standley Lake Cities and the Canal Companies will develop a Management Plan for the Tributary Basin, addressing stormwater quality and quantity, hazardous substance spills, canal flushing, crossing permits, the Canal Companies' stormwater concerns, and the water rights implications of the above by December, 1994, and use their best efforts to achieve adoption of the portions of the Plan under the control of each entity by July, 1955. If not all affected parties adopt the agreed measures, then the parties that have adopted such measures will determine whether or not to implement the Plan despite such non-adoption by one or more parties.

10. Each functional group (The UCCBA, The Tributary Entities, The Standley Lake Cities, and the Canal Companies) shall provide each other group with semi-annual reports detailing the progress made on the implementation of its responsibilities herein, including development of any BMP's, nutrient reduction programs or controls, or other items required by this agreement, beginning in June, 1994. The parties shall also meet periodically after each report is completed to discuss progress by the parties. It is anticipated that the various functional groups may assign or appoint task groups or committees to address specific tasks or areas of concern (e.g., BMP*s; ISDS,' Wastewater Plant operational changes; monitoring, etc). If so, then the task groups shall provide the appropriate reports and participate in follow-up meetings.

11. This agreement may be enforced as a contract according to the laws of the State of Colorado; however, this agreement shall not create any right to claim or recover monetary damages for a breach thereof.

12. It is anticipated that other regional agencies with land use and/or water quality responsibilities or impacts within the Clear Creek Basin (as above defined) may join in the parties' monitoring and other efforts pursuant to this Agreement.

13. This Agreement may be executed in counterparts.

UPPER CLEAR CREEK BASIN ASSOCIATION

By: [Signature]
Title
CHAIRMAN, UCCBA

ATTEST:

[Signature]

CITY OF GOLDEN

By: [Signature]
Title
MAYOR

ATTEST:

[Signature]

CITY OF ARVADA

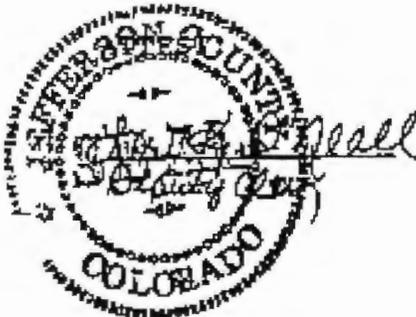
By: [Signature]
Title
MAYOR

ATTEST:

[Signature]

JEFFERSON COUNTY

By: [Signature]
Title



JEFFERSON CENTER METROPOLITAN DISTRICT

By: Harold W. Laey
Title PRESIDENT

ATTEST:

Bruce Nickerson
Manager

CITY OF WESTMINSTER

By: Nancy M. Heil
Title Mayor

ATTEST:

Approved by Westminster
City Council on 12-13-93

Michele Gallegos
City Clerk

CITY OF NORTHGLENN

By: Bob Parsons
Title Mayor

ATTEST:

James M. Baker

CITY OF THORNTON

By: Margaret W. Carpenter
Title Mayor

ATTEST:

Lucille Miller
Deputy City Clerk

CITY OF IDAHO SPRINGS

By: William K. May
Title Mayor

ATTEST:

Phyllis Walker

CLEAR CREEK COUNTY

By: Nelson Fugate
Title

ATTEST:

Phyllis Walker

GILPIN COUNTY

By: James Hollins
Title Chair - Commissioners

ATTEST:

Phyllis Walker
County Clerk

BLACK HAWK/CENTRAL CITY SANITATION DISTRICT

By: Paul D. Spivey
Title SECRETARY

ATTEST:

Paul D. Spivey
Secretary

TOWN OF EMPIRE

By: Amy C. McLean
Title MAYOR

ATTEST:

Julia Hartman

CITY OF BLACK HAWK

By: Katherine G. Ender
Title Mayor

ATTEST:

Shirley J. [Signature]

CITY OF CENTRAL

By: Sam Williams
Title Mayor

ATTEST:

Jennifer Novak
City Clerk

TOWN OF GEORGETOWN

By: Leo A. Stambaugh
Title Police Judge, Ex-officio Mayor
Pro Tem

ATTEST:

Jammy A. Seyford
Town Clerk

TOWN OF SILVERPLUME

By: [Signature]
Title MAYOR

ATTEST:

[Signature]

CENTRAL CLEAR CREEK SANITATION DISTRICT

By: [Signature]
Title Chairman of Board

ATTEST:

[Signature]

WATER & SANITATION
ALICE/ST. MARY'S METROPOLITAN DISTRICT

By: [Signature]
Title

ATTEST:

[Signature]

CLEAR CREEK SKIING CORPORATION

By: [Signature]
Title General Manager

ATTEST:

[Signature]

HENDERSON MINE

By: Robert J. W. Ditt

Title MINE MANAGER

ATTEST:

[Signature]

COORS BREWING COMPANY

By: _____

Title

ATTEST:

Lawrence A. Yeager

CHURCH DITCH COMPANY

By: R. Neal Penfold

Title

ATTEST:

FARMERS HIGH LINE CANAL AND RESERVOIR
COMPANY

By: John Ehler

Title

ATTEST:

Louis Payne

FARMERS RESERVOIR AND IRRIGATION COMPANY

By: Albert F. Sack President
Title

ATTEST:

Francis W. Weston

CLEAR CREEK AND STANDLEY LAKE WATERSHED AGREEMENT

Regarding water quality protection of the upper Clear Creek watershed and Standley Lake

Among:

The cities of Westminster, Thornton, Northglenn, Arvada, Golden, Black Hawk, Central and Idaho Springs,

The towns of Georgetown, Empire and Silver Plume,

The counties of Jefferson and Gilpin,

The Upper Clear Creek Watershed Association, the Clear Creek Watershed Foundation, Black Hawk/Central City Sanitation District, St. Mary's Glacier Water and Sanitation District, Central Clear Creek Sanitation District, Clear Creek Skiing Corporation, Henderson Mine, Molson Coors Company, Church Ditch Company, Farmers' High Line Canal and Reservoir Company and the Farmers Reservoir and Irrigation Company

THIS AGREEMENT is entered into this ___ day of _____, 2016, among the parties listed above, hereinafter referred to as "the Parties".

WHEREAS, twenty-three parties entered into an Intergovernmental Agreement in 1993, titled the Clear Creek Basin Agreement ("1993 Agreement"), regarding water quality in the upper Clear Creek watershed and Standley Lake; and

WHEREAS, the Parties wish to replace the 1993 Agreement with this one; and

WHEREAS, the Parties have taken proactive steps to protect the quality of water in Standley Lake and the Clear Creek Watershed; and

WHEREAS, it is beneficial for the Parties to continue to work together to protect water quality; and

WHEREAS, cooperative water quality monitoring and reporting will continue;

NOW, THEREFORE, for and in consideration of the mutual promises exchanged herein, and in reliance upon the fulfillment of such promises, the Parties agree that:

1. Meeting the site specific standard approved by the Water Quality Control Commission ("WQCC") in the 2009 Regulation #38, Classification and Numeric Standards – South Platte River Basin, for Standley Lake is the appropriate means to maintain existing quality in Standley Lake.
2. If standards are exceeded, and even before they are exceeded, the parties will evaluate possible sources and alternative control options to restore Standley Lake to regulatory levels.

3. The goal is to maintain the water quality in Clear Creek and Standley Lake to protect both these resources as a water supply for more than a quarter million people and to maintain Clear Creek as an aquatic and recreational resource.
4. The Parties shall continue to cooperate and communicate their respective plans and activities in the following areas:
 - A. Monitoring water quality in the watershed and Lake;
 - B. Water-quality policy, planning and management;
 - C. Water-quality Best Management Practices (“BMPs”); and
 - D. Funding water-quality and watershed health-related actions.
5. Within these larger categories, the Parties agree as follows:
 - A. Water-Quality Monitoring
 1. Support the monitoring program in the watershed and Lake.
 2. Support stream flow monitoring.
 3. Share monitoring results and summary reports.
 - B. Water-Quality Policy, Planning and Management
 1. Advocate for spill prevention regulations and implementation of BMPs for non-MS4-permitted entities.
 2. Support implementation of state issued MS4 permits.
 3. Support implementation of Source Water Protection Plans.
 4. Support wastewater site location application reviews by the Upper Clear Creek Watershed Association in coordination with downstream entities.
 5. Continue as a group to review and comment on other types of submitted proposals that could significantly impact water quality or watershed health.
 6. Provide an annual report and update to the Water Quality Control Commission as requested.
 7. Jointly develop and implement a process for assessment and response if the existing site specific standard for Standley Lake as approved by the Water Quality Control Commission in the 2009 Regulation #38, Classifications and Numeric Standards – South Platte River Basin, should indicate an exceedance or that conditions are trending toward imminent exceedance. The Parties shall notify each other, consult and have an opportunity to cooperate on any water-quality concerns before any party approaches the Water Quality Control Commission for a new or changed regulation, new or changed standards, or enforcement action.
 8. Support development of and promote use of creative and flexible tools aimed at minimizing water-quality degradation and/or improving water quality and watershed health.

C. Water-Quality Best Management Practices

1. Support effective on-site wastewater treatment systems programs.
2. Support efforts by permitted wastewater treatment works to reduce nutrient loads to Clear Creek.
3. Support implementation of non-point source Best Management Practices.
4. Support state and local road maintenance Best Management Practices that help minimize water quality degradation in the upper Clear Creek watershed.
5. Support the Emergency Notification System.
6. Support effective ditch operations on the Farmers Highline, Church Ditch and Croke Canal in order to protect the quality of water delivered to Standley Lake.
7. Encourage protective lake-management practices for Standley Lake.

D. Funding Water-Quality Related Actions

1. Support educational functions encouraging source-water protection.
2. Support grants and grant applications that protect and/or improve water quality.
3. Provide, independently or collectively, monetary and in-kind support to efforts to fund water-quality monitoring, protection and improvement.

6. General Provisions

- A. The 1993 Agreement is terminated as among the Parties, and replaced in its entirety by this Agreement.
- B. All monetary promises and obligations under this Agreement are subject to annual appropriation. Nothing herein creates, nor shall any provision be construed to contemplate a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20 of the Colorado Constitution.
- C. The Parties agree in this Agreement to “support” certain activities and programs. In this Agreement, “support” means (1) to provide monetary contributions and/or in-kind services to help meet the stated goals of this Agreement, but only to the extent, if any, each Party in its discretion deems appropriate; (2) to cooperate to seek outside sources of funding to help meet the stated goals, or; (3) to encourage meeting the stated goals through statements of support.
- D. The “Guidance Document” attached to this Agreement is intended as guidance for implementing the provisions above. The Guidance Document may be updated and/or supplemented from time to time by the Parties’ designated representatives without the need to amend this Agreement. The Guidance Document cannot modify this Agreement; in case of conflict between the Guidance Document and this Agreement, this Agreement controls.
- E. This Agreement shall be effective for twenty years after effective date, unless sooner terminated. The Parties shall meet at least every fifth year to review the status of the Agreement and activities pursuant to it.
- F. Any Party may withdraw from this Agreement upon 90 days’ written notice to the other Parties, without terminating this Agreement. This Agreement shall terminate as to all remaining Parties if a majority of Parties withdraw.

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

**Agreement Regarding Funding of Flood Hazard Area Delineation (FHAD) for Clear Creek
June 21, 2016**

- For Information For Discussion/Approval
Prior to Future Hearing For Action

ISSUE:

Consider entering into an Agreement Regarding Funding of Flood Hazard Area Delineation (FHAD) for Clear Creek between Urban Drainage and Flood Control District (UDFCD), Adams County (ADAMS), City of Wheat Ridge (WHEAT RIDGE), City of Golden (GOLDEN) and Jefferson County (COUNTY).

BACKGROUND:

UDFCD, ADAMS, WHEAT RIDGE and GOLDEN are working together on the preparation of a FHAD report from US Highway 6 to the South Platte River. This FHAD will allow the regulatory floodplain limits of Clear Creek to be more accurately defined and reduced.

DISCUSSION:

UDFCD, utilizing one of their consulting engineering firms, has determined that the hydrology utilized to develop the current regulatory floodplain for Clear Creek significantly over estimates the peak 100 year storm event flows. Preparation of this FHAD report will allow the affected Cities and Counties to adopt a more realistic and smaller regulatory floodplain. This in turn reduces the amount of property adjacent to Clear Creek that the Federal Emergency Management Agency (FEMA) will consider to be negatively impacted during a 100 year flood event.

FISCAL IMPACT:

UDFCD's request for COUNTY participation in this Agreement was received after Transportation and Engineering's 2016 budget had been finalized.

The breakdown of the COUNTY'S estimated share of costs for the project is shown below:

	<u>Percentage Share</u>	<u>Contribution</u>
UDFCD	67.58%	\$100,000
ADAMS	13.51%	\$20,000
WHEAT RIDGE	8.78%	\$13,000
GOLDEN	2.70%	\$4,000
COUNTY	7.43%	\$11,000

RECOMMENDATIONS: Staff recommends that the Board of County Commissioners sign an Agreement Regarding Funding of Flood Hazard Area Delineation (FHAD) for Clear Creek between Urban Drainage and Flood Control District, Adams County, City of Wheat Ridge, City of Golden and Jefferson County. Further, staff recommends that the Board of County Commissioners approve a budget supplemental in the amount of \$11,000 as a business consent item at a future business meeting.

ORIGINATOR:

Jeanie Rossillon, Director, Development and Transportation, X8575
Steve Durian, Director, Transportation and Engineering, X8498

ATTACHMENT:

- Agreement Regarding Funding of Flood Hazard Area Delineation for Clear Creek.

AGREEMENT REGARDING FUNDING OF
FLOOD HAZARD AREA DELINEATION FOR
CLEAR CREEK

Agreement No. 16-03.19
Project No. 105582

THIS AGREEMENT, dated _____, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT"), ADAMS COUNTY (hereinafter called "ADAMS"), CITY OF WHEAT RIDGE (hereinafter called "WHEAT RIDGE"), JEFFERSON COUNTY (hereinafter called "JEFFERSON"), and CITY OF GOLDEN (hereinafter called "GOLDEN"); (hereinafter ADAMS, WHEAT RIDGE, JEFFERSON and GOLDEN shall be collectively known as "PROJECT SPONSORS" and DISTRICT and PROJECT SPONSORS shall be collectively known as "PARTIES");

WITNESSETH THAT:

WHEREAS, DISTRICT in a policy statement previously adopted (Resolution No. 14, Series of 1970), expressed an intent to assist public bodies which have heretofore enacted floodplain zoning measures; and

WHEREAS, DISTRICT has previously established a Work Program for 2016 (Resolution No. 56, Series of 2015) which includes flood hazard area delineation (FHAD) studies; and

WHEREAS, DISTRICT is in the process of completing a conditional letter of map revision (CLOMR) application based on a change in hydrologic analysis methods; and

WHEREAS, PARTIES now desire to proceed with development of a FHAD report for Clear Creek from US Highway 6 to the South Platte River (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 75, Series of 2015); and

WHEREAS, PARTIES desire to acquire mapping needed to conduct the engineering studies for PROJECT; and

WHEREAS, DISTRICT has engaged an engineer to render certain technical and professional advice for PROJECT which are in the best interest of PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF AGREEMENT

This AGREEMENT defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. PROJECT AREA

DISTRICT shall engage an engineer and obtain mapping as needed to perform or supply necessary services in connection with and respecting the planning of PROJECT of the area and watershed shown on the attached Exhibit A dated November 2015, (hereinafter called "AREA").

3. SCOPE OF PROJECT

The purpose of PROJECT is to develop a FHAD. The proposed work shall include, but not be limited to, mapping; compilation of existing data; and necessary field work.

4. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this AGREEMENT is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

5. PROJECT COSTS

PARTIES agree that for the purposes of this AGREEMENT PROJECT costs shall consist of, and be limited to, mapping, FHAD and related services and contingencies mutually agreeable to PARTIES. Project costs are estimated not to exceed \$148,000.

6. FINANCIAL COMMITMENTS OF PARTIES

PARTIES shall each contribute the following percentages and maximum amounts for PROJECT costs as defined in Paragraphs 5:

	<u>Percentage Share</u>	<u>Contribution</u>
DISTRICT	67.58%	\$100,000
ADAMS	13.51%	\$20,000
WHEAT RIDGE	8.78%	\$13,000
JEFFERSON	7.43%	\$11,000
<u>GOLDEN</u>	<u>2.70%</u>	<u>\$4,000</u>
TOTAL	100.00%	\$148,000

7. MANAGEMENT OF FINANCES

Payment by DISTRICT has already been made. Payment by ADAMS of \$20,000, by WHEAT RIDGE of \$13,000, by JEFFERSON of \$11,000 and by GOLDEN of \$4,000 shall be made to DISTRICT subsequent to execution of this AGREEMENT and within thirty (30) calendar days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to PROJECT SPONSORS of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT and will not require an amendment to this AGREEMENT.

In the event that it becomes necessary and advisable to change the scope of work to be performed, the need for such changes shall first be discussed with PARTIES, and their general concurrence received before issuance of any amendments or addenda. No changes shall be approved that increase the costs beyond the funds available in the PROJECT fund unless and until the additional funds needed are committed by PARTIES by an amendment to this AGREEMENT.

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or dispersed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

8. PROJECT MAPPING

No new mapping is anticipated under this AGREEMENT for PROJECT. Upon execution of this AGREEMENT, PROJECT SPONSORS shall provide copies of the most recent mapping within their jurisdictional area in digital format to DISTRICT to the extent such mapping is available without additional cost.

9. FHAD

DISTRICT has selected an engineer for this effort, and preliminary work products are in progress. DISTRICT, with the approval of PROJECT SPONSORS, shall further contract with the selected engineer, shall administer the contract, and shall supervise and coordinate the FHAD effort.

10. PUBLISHED REPORTS AND PROJECT DATA

DISTRICT will provide to each of PROJECT SPONSORS access to the draft and final electronic FHAD report files and draft and final electronic report files.

Upon completion of PROJECT, electronic files of all mapping, drawings, and hydrologic and hydraulic calculations developed by the engineer contracted for PROJECT shall be provided to any PROJECT SPONSORS requesting such data.

11. TERM OF THE AGREEMENT

The term of this AGREEMENT shall commence upon final execution by all PARTIES and shall terminate two years after the final master planning report is delivered to DISTRICT and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 7 herein.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

- A. The contracting officer for ADAMS shall be the Engineering Manager, 4430 South Adams County Parkway, Suite 2000B, Brighton, Colorado 80601.
- B. The contracting officer for WHEAT RIDGE shall be the Director of Public Works, 7500 West 29th Avenue, Wheat Ridge, Colorado 80033.
- C. The contracting officer for JEFFERSON shall be the Director of Transportation and Engineering, 100 Jefferson County Parkway, Golden, Colorado 80419-4570.
- D. The contracting officer for GOLDEN shall be the Director of Public Works, 1445 Tenth Street, Golden, Colorado 80401.
- E. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.

F. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this AGREEMENT. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or PROJECT SPONSOR. Said representatives shall have the authority for all approvals, authorizations, notices, or concurrences required under this AGREEMENT. However, in regard to any amendments or addenda to this AGREEMENT, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with PROJECT SPONSORS the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from PROJECT SPONSORS needed to complete PROJECT in a timely manner. PROJECT SPONSORS agree to review all draft reports and to provide comments within 21 calendar days after the draft reports have been provided by DISTRICT to PROJECT SPONSORS. PROJECT SPONSORS also agree to evaluate the alternatives presented in the alternatives analysis sections of the report, to select an alternative, and to notify DISTRICT of their decision(s) within 30 calendar days after the alternatives analysis report is provided to PROJECT SPONSORS by DISTRICT.

15. AMENDMENTS

This AGREEMENT contains all of the terms agreed upon by and among PARTIES. Any amendments to this AGREEMENT shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the AGREEMENT as a whole and all other clauses or provisions shall be given full force and effect.

17. APPLICABLE LAWS

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this AGREEMENT shall be in the State of Colorado and venue for the same shall lie in the County where the Project is located.

18. ASSIGNABILITY

No party to this AGREEMENT shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this AGREEMENT.

19. BINDING EFFECT

The provisions of this AGREEMENT shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this AGREEMENT may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This AGREEMENT may be terminated upon thirty (30) days' written notice by any party to this AGREEMENT, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this AGREEMENT may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

It shall be at PROJECT SPONSOR's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist PROJECT SPONSOR as needed and appropriate.

23. GOVERNMENTAL IMMUNITIES

The PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any PARTY of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

24. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this AGREEMENT, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all subcontracts hereunder.

25. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of PROJECT SPONSORS and/or DISTRICT stated in this AGREEMENT is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of each PROJECT SPONSOR and/or DISTRICT.

26. 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 PARTIES, 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. It is the express intention of PARTIES that any person or party other than any one of PROJECT SPONSORS or DISTRICT

receiving services or benefits under this AGREEMENT shall be deemed to be an incidental beneficiary only.

27. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. et seq. The following or substantially similar language shall be included in any contract for public services: "The Consultant or Contractor shall not and by signing this Agreement certifies that it does not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant or Contractor shall not enter into a subcontract with a subcontractor that fails to certify to the Consultant or Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services. Consultant or Contractor affirms that they have verified through participation in the Colorado Employment Verification program established pursuant to 8-17.5-102 (5)(c) C.R.S. or the Electronic Employment Verification Program administered jointly by the United States Department of Homeland Security and the Social Security Administration that Consultant or Contractor does not employ illegal aliens. Consultant or Contractor is prohibited from using these procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. In the event that the Consultant or Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant or Contractor shall be required to:

- A. Notify the subcontractor and PARTIES within three days that the Consultant or Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. Terminate the subcontract with the subcontractor if within three days of receiving the notice required the Subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant or Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant or Contractor is required under this Agreement to comply with any reasonable request by the Colorado Department of Labor and Employment (DEPARTMENT) made in the course of an investigation the DEPARTMENT is undertaking pursuant to its legal authority.

Violation of this section of this Agreement shall constitute a breach of this Agreement and may result in termination by PARTIES. Consultant or Contractor shall be liable to PARTIES for actual and consequential damages to PARTIES resulting from such breach pursuant to §8-17.5-101(3) C.R.S. PARTIES shall also report any such breach to the Office of the Secretary of State.

Consultant or Contractor acknowledges that the DEPARTMENT may investigate whether Consultant or Contractor is complying with the provision of the Agreement. This may include on-site inspections and the review of documentation that proves the citizenship of any person

performing work under this Agreement and any other reasonable steps necessary to determine compliance with the provisions of this section.

28. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This AGREEMENT, and all subsequent documents requiring the signatures of PARTIES to this AGREEMENT, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this AGREEMENT, and all subsequent documents requiring the signatures of PARTIES to this AGREEMENT. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this AGREEMENT, and all subsequent documents requiring the signatures of PARTIES to this AGREEMENT.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
 - B. The image of the signature of an authorized signer inserted onto PDF format documents.
- Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Colorado Uniform Electronic Transactions Act, §§ 24-71.3-101-121, C.R.S.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatures as of the date and year above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

Signature _____

Printed Name Paul A. Hindman

Title Executive Director

ADAMS COUNTY

Signature _____

Printed Name _____

Title _____

CITY OF WHEAT RIDGE

Signature _____

Printed Name _____

Title _____

JEFFERSON COUNTY

Signature _____

Printed Name _____

Title _____

CITY OF GOLDEN

Signature_____

Printed Name_____

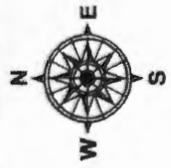
Title_____

AGREEMENT REGARDING FUNDING OF
FLOOD HAZARD AREA DELINEATION FOR
CLEAR CREEK

Agreement No. 16-03.19
Project No. 105582



EXHIBIT A
Clear Creek FHAD
Approximate Study Limits
November 2015



BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

Waiver of Addressing Policy June 22, 2016

For Information

For Discussion
Prior to Future Hearing

For Action

ISSUE:

Should the BCC waive Section C.2. of the Addressing Policy which states that street/road names may not be a proper name?

BACKGROUND:

Pilatus Business Aircraft Ltd. plans to build a new 118,000 square foot facility at Rocky Mountain Metropolitan Airport. There is no address assigned to this lease parcel. Pilatus has requested a name of "Pilatus" Way. "Pilatus" is considered a proper name.

RECOMMENDATION:

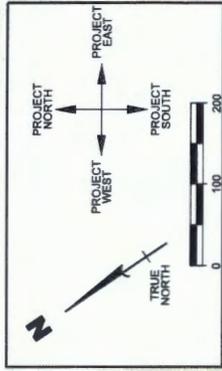
Staff recommends that the Board of County Commissioners waive Section C.2. of the Addressing Policy to allow for the name "Pilatus" Way at an upcoming hearing.

ORIGINATORS:

Jeanie Rossillon, Director of Development and Transportation x8575
John Wolforth, Director of Planning and Zoning x8713

VICINITY MAP

HIGHWAY 128



ROCKY MOUNTAIN
METROPOLITAN
AIRPORT

TAXIWAY 'J'

TAXIWAY 'D'

TAXIWAY 'H'

TAXIWAY 'F'

PILATUS PROJECT LOCATION

PROPOSED
BUILDING

PROPOSED WASTE AREA
FOR EXCESS EXCAVATION

SIMMS STREET

Title: Administrative Policy Addressing Policy	Policy No. Part 7, Planning and Land Use Chapter 5, Miscellaneous Section 1
	Effective Date February 6, 2007
Policy Custodian Planning and Zoning Division	Adoption/Revision Date February 6, 2007

Adopting Resolution(s): CC07-061

References (Statutes /Resos/Policies): CC96-110, CC03-375, CC03-463, CC04-130, CC06-485

Purpose: To set standards for addressing properties, naming roads and, appealing addressing determinations.

Policy: Addressing Policy

A. Responsibility

1. The Addressing Section of the Planning and Zoning Division is responsible for assigning, maintaining, and approving all addresses and street/road names in unincorporated Jefferson County. The assignments are to ensure the health, safety and welfare of the citizens of Jefferson County and to avoid the duplication of addresses in Jefferson County.
2. The Addressing Section has the responsibility and the authority to change an address and/or street/road name when deemed necessary in accordance with procedures.
3. The Addressing Section will notify the public at the time an address is assigned that they must clearly post the address assigned in accordance with the Jefferson County Building Code.
4. The Division of Highways and Transportation will erect street signs on public streets/roads. The County will provide signs for private roads if the name change is County initiated and provided the road name is no longer than 11 characters.
5. The property owner shall be responsible for erecting the sign if:
 - a. The street/road name is more than 11 characters, including signs for County initiated name changes or citizen initiated changes. The sign must meet current County sign regulations as determined by the Division of Highways and Transportation.
 - b. There is not adequate County right-of-way at the intersection of the street/road where signage needs to be placed. Should the property owner(s) fail to erect and maintain the sign, they may be held responsible for any injury caused as a result of lack of signage. Property owners may request, through

the Addressing Section, that the County erect the sign. The property owner(s) must grant, in writing, the County permission to be on the property for the express reason of erecting or maintaining the sign.

B. Address System

1. The County Address System uses the Jefferson County Grid system, which is an extension of the Denver Metro Grid System.
2. The following standards shall be used:
 - a. The "00" grids begin at Broadway (for north and south running streets/roads) and at Ellsworth (for east and west running streets/roads), progressing to the boundaries of Jefferson County.
 - b. Jefferson County grid system street names exclusively are used in the plains areas east of the hogback; more specifically, that area of the County lying east of the mountain front, which is a line connecting the average eastern-most points on the 6400 foot contour line of the U.S.G.S. topographic maps.
 - c. Addresses for property in subdivision plats will not be released or valid until the plat is approved and recorded.

C. Street and Road Name System

1. The street/road name cannot be a duplication of a street/road name already in existence within the County, including a different type or direction of a street/road name to be changed.
2. The street/road name may not be a proper name, shall not be difficult to spell or pronounce and shall not exist within an adjacent county or within the same postal zone unless the street/road is a continuous street/road through both counties or postal zones.
3. The street/road name shall not exceed 20 characters.
4. All streets/roads must have one of the following types: Avenue, Boulevard, Circle, Court, Drive, Lane, Loop, Parkway, Place, Road, Street, Terrace, Trail, and Way.
5. Private roads, access easements and public streets/roads are required to have an official County name if they serve as access to four or more parcels of land or if the road is over 300 feet long and serves two or more parcels of land.

D. Appeal of an Addressing Decision

1. A citizen appeal of an addressing decision may be made to the Director of the Planning and Zoning Division who will make the final decision on the address.

2. The Director of the Planning and Zoning Division may grant an appeal provided original documentation is on file in the Addressing Section showing no objection or support for the request from the following agencies:
 - a. The United States Post Office Addressing and Mapping Section;
 - b. The United States Post Office responsible for mail delivery in the area;
 - c. The Jefferson County Sheriff;
 - d. The local fire protection district;
 - e. The local ambulance company;
 - f. Any other appropriate agencies that provide emergency or related service for the area in question.
3. If the Director of the Planning and Zoning Division approves the appeal, and if so deemed, all affected homeowners shall sign an Acknowledgement and Release Form approved by the County Attorney's Office.
 - a. An original signed and notarized Acknowledgement and Release Form from each property owner must be returned to the Addressing Section of the Planning and Zoning Division within 15 calendar days from the time of notification of approval or the appeal shall be null and void.
 - b. The signed Acknowledgement and Release Form shall be recorded and become part of Public Record.
4. Upon completion of the conditions of approval, the appeal shall be considered approved and finalized with the County.
5. The granting of an appeal should not create a substantial detriment to the public safety or welfare of the citizens affected by the determination.

E. Citizen Initiated Change

1. Procedures for a citizen initiated change/naming of streets/roads and access easements west of the hogback, more specifically, that area of the County lying west of the mountain front, which is a line connecting the average easternmost points on the 6400 foot contour line of the U.S.G.S. topographic maps, are as follows: (East of the hogback, Jefferson County Grid System is in effect.)
2. At least two-thirds of the property owners on the street/road must sign a petition and agree on a street/road name with two to four alternatives that have been pre-approved by the Addressing Section.
 - a. The petition must state the reason for the request, a street/road name choice with two to four alternate approved street/road names, the name of property owner(s), the mailing address, and the property address, for each owner, a signature indicating whether the signatory supports or opposes the name

request and an authorized representative for the petitioners. Along with the petition, the authorized representative shall submit a current Assessor's parcel map (if metes and bounds property) or subdivision plat (if in a subdivision), showing owner name(s), parcels owned, structure location, approximate driveway location, address and copies of Assessor's ownership information.

- b. The Addressing Section will determine whether the petition is acceptable as to form and content. If not acceptable, the Addressing Section will notify the authorized representative of the corrections and changes needed. This review by the Addressing Section shall take no longer than 20 business days.
 - c. If the petition has been approved, the Addressing Section will select a street/road name from the list submitted, and will assign proposed addresses. This review by the Addressing Section shall take no longer than 20 business days.
3. The Addressing Section will notify all property owners on the affected street/road and all County and public offices of the new addresses, and will advise them of the effective date of the new addresses. The street/road name will be placed in the Jefferson County Atlas and on current addressing maps. Citizens may contact private map companies to have their street/road name added to those maps.
 4. Street/road name changes within recorded subdivisions will be kept on file with the Addressing Section. An Affidavit of Road Name change will be recorded. The addressing copy of the recorded plat will reflect the change for addressing purposes.
 5. Citizens are responsible for erecting and maintaining street/road name signage at all intersections in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and the Jefferson County Roadway Design and Construction Manual. Citizens installing street/road name signs will be required to obtain a permit for such construction, and will be required to contact the Division of Highways & Transportation to have the installation inspected.

F. County Initiated Changes

1. Procedures for County initiated change/naming of streets/roads and access easements west of the hogback only are as follows: (East of the hogback, Jefferson County Grid System is in effect).
2. If at any time, the Addressing Section identifies an unnamed street/road, a letter will be sent to all affected property owners informing them of the street/road naming process and request that they provide a preferred name plus 2 to 4 alternatives.
3. The Addressing Section will require that the affected property owners hold a meeting among themselves to select a preferred name plus two to four alternatives. This meeting shall occur, and the results shall be reported back to

the Addressing Section, within 45 calendar days. The selection can be conveyed to the Address Section by fax, e-mail or mail.

4. The Addressing Section will approve the preferred name provided it complies with this policy.
5. In the event two-thirds of the voting property owners cannot agree on a name within 45 calendar days from the date of the Address Section's letter, the Addressing Section will select a name.
6. The Addressing Section will notify all property owners on the affected street/road and all County and public offices of the new street/road name and addresses, and will advise them of the effective date of the new street/road name and addresses. This notification shall take place no later than 30 calendar days from time of name choice finalization.
7. The street/road name will be placed in the County Road Atlas and on current addressing County maps. Citizens may contact private map companies to have their street/road name added to those maps.

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER**Jefferson County Brand Strategy
June 21, 2016** For Information For Discussion/Approval
Prior to Future Hearing For Action**ISSUE:**

This document outlines a proposal for development of an overall brand strategy and related work products for Jefferson County, Colorado (Jeffco).

BACKGROUND:

Jeffco is charged with ensuring residents, businesses, and the broader community have access to services. Consistent, authentic, and clear communications about county services is critical to the county's success in that effort. A needs assessment and professionally developed brand strategy will aid the county in providing a cohesive style, image, and structure for all communications and public engagement activities throughout the county's departments, divisions, and elected offices.

A *brand* is more than just a logo. A *brand* is what Jeffco's diverse internal and external audiences think of when they hear our name. A *brand strategy* is a long-term plan for development of a successful brand to achieve specific goals. Research shows that successful brand strategies assist government entities in aligning with their missions. Successful brands are built on a foundation of purpose, consistency, flexibility, involvement, loyalty, and awareness.

For Jeffco, the benefits resulting from development of a brand strategy could include improving the county's overall image; contributing to gains in tourism; promoting economic vitality; supporting job development; providing safe communities; providing tax-payers greater transparency in expenditures; improving comprehension of county operations; and promoting fiscal accountability.

DISCUSSION:

The Public Engagement Office recommends development of a brand strategy be completed in phases, with extensive collaboration planned throughout the process to ensure the diverse needs of each of the county's departments, divisions, elected offices, and the broader community are considered. The full scope of work (included in Attachment A) includes four phases recommended for completion in 2016. An additional phase is suggested for consideration in future years to include ongoing brand maintenance and updates.

Three major elements create an immediate need for Jefferson County to develop a brand strategy before December 2016. Those elements, along with the related potential benefits of creating a brand strategy are included below.

1) Lack of Cohesive Brand Strategy: The county has not invested in creation of a cohesive brand strategy that incorporates county messaging, developed in collaboration with all county departments, divisions, elected offices, employees, external partners, and the broader community. Creation of this brand strategy would provide guidance to the county's departments, divisions, elected offices, and the broader community.

2) 2016 Web and Digital Services Upgrade: The Jefferson County web upgrade is scheduled for completion in 2016. Without resources dedicated to analysis and planning for the overall visual elements of the new website and other digital services, it will be difficult to create a consistent new format, look and feel. The scope of work outlined herein was developed in coordination with the timeline and project elements of the web upgrade. Time for a professional design consultant to coordinate these efforts with the county's chosen web vendor is included. This will aid the county in creation of a brand strategy that incorporates the diverse needs of all internal and external audiences, resulting in a more customer-centric design for Jefferson County's new website and other digital services.

3) Current Brand Fragmentation: Lack of a cohesive brand strategy has resulted in brand fragmentation over time, which has the potential to negatively impact the county's ability to achieve its overall goals. For example, the county currently uses over 20 different logos to represent various services offered. Members of the community have expressed confusion regarding whether programs and services are offered by the county, or entities external to the county. The needs assessment phase will provide the county with data related to improving issues caused by brand fragmentation. A new brand would not necessarily replace all existing logos. The needs assessment phase includes facilitation of meetings with county departments, divisions, elected offices, and the broader community to begin collaboration and planning on this aspect of the project.

FISCAL IMPACT:

Total Cost of Project in 2016: \$40,000

RECOMMENDATIONS:

The Jefferson County Public Engagement Office recommends the Board of County Commissioners approve funding for a needs assessment and professionally developed brand strategy be completed in 2016, with extensive collaboration throughout the process to ensure each unit's diverse needs are considered.

ORIGINATOR:

Kate McIntire, Public Engagement Director, kmcintir@jeffco.us, 303-271-8515

ATTACHMENT A: Jefferson County Brand Strategy - Recommended 2016 Scope of Work and Timeline

Phase 1: Needs Assessment

Timeline: June to July 2016

Budget: \$5,000

Phase 1 includes completion of a Needs Assessment that involves extensive research and analysis of current practices, followed by recommendations regarding creation of a new brand for the county. The vendor will facilitate various sessions with county government officials and key staff to assess the county's current brand strategies and plan for a new combined brand strategy. Additionally, the vendor will coordinate a general public input process during the initial phase that will help guide development of the brand strategy. This will include presentations to elected officials, department staff, and the public to build broad support. If a new brand is recommended, preliminary suggestions will be offered for how to appropriately design a brand that considers the need to complement and/or replace stylistic elements of the existing departmental logos and brands, which currently number over 20.

Products Produced as Part of Needs Assessment Phase:

- collection of printed material and county collateral
- initial website audit
- collateral audit
- facilitated meetings with county officials and key staff
- coordinated public surveys and feedback in initial brand process
- SWOT analysis of existing materials and practices
- summary packet including needs assessment report
- presentation of findings to elected officials, department staff, and the public

Phase 2: Brand Development

Timeline: July to September 2016

Budget: \$15,000

In coordination with the vendor, Jefferson County will develop an overarching brand strategy that reflects the county's vision, values, and goals. In addition to the overall brand strategy, several detailed items included within this scope of work are listed below. This phase may be expanded to other products as necessary.

LOGO UPDATE

- 3 logo options, 2 logo revisions
- presentation to commissioners/elected officials/dept/div heads and logo project team

LOGO CONSOLIDATION/ENHANCEMENT

Keep consistent logos across county departments as appropriate to visually align the Jefferson County Brand.

- Development/enhancement of appropriate department logos
- department/elected office logo integration
- strategic plan for transition

BRAND STANDARDS

Official standards and guidelines will help all departments be consistent and ensure proper brand implementation.

GUIDELINES INCLUDE:

- logo dimensions
- logo usage
- logo colors
- logo department fonts
- unacceptable logo use
- color guidelines
- font guidelines
- brand use
- brochure example
- poster example
- powerpoint example
- apparel example
- compelling photography examples and recommendations

Phase 3: Website Redesign Support

Timeline: September to December 2016

Budget: \$10,000

Jefferson County is planning to contract with a new web vendor in order to upgrade the Jeffco website by December 2016. As such, additional design elements will be needed. This phase includes design of up to 20 web templates that correspond to the web content areas of the Jefferson County website, as well as time allotted for coordination with the web vendor. These updates to the website will maximize function, access to information, citizen engagement, and ease of use. These elements will reflect the brand strategy.

- current web assessment
- design direction
- strategies to incorporate preliminary branding elements for the contracted programming firm to incorporate

- design based upon 12 column bootstrap grid system
- includes mobile version
- master homepage design (2 comps, 1 revision)
- 3 interior design templates options that allow integration for the 20 content areas
- work with programmers to integrate the CSS formatting
- work with programmers throughout process to ensure correct brand implementation and formatting

Phase 4: Detailed Template Design, Production, and Implementation

Timeline: September to December 2016

Budget: \$10,000

Applying the new brand to templates will help maintain consistency across the Jefferson County brand. Staff will work with each department and elected office to assist with implementation.

Implementation will be coordinated, budgeted, and completed under direction of each business unit.

TEMPLATES

- letterhead (2 comps, 1 revision)
- poster (2 comps, 1 revision)
- brochure (2 comps, 1 revision)
- open space sign (2 comps, 1 revision)
- fact sheets (1 comp, 1 revision)
- FAQs (1 comps, 1 revision)
- annual reports (2 comps, 1 revision)
- Prezi template (1 comp, 1 revision)
- PowerPoint templates (2 style formats)
- *all will be mobile and easily formatted for varying audiences

PRINT / ELECTRONIC MATERIALS

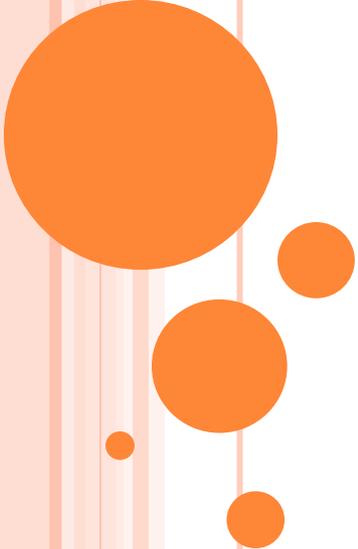
- infographics
- milestone events
- press releases
- op-eds
- *all will be mobile and easily formatted for varying audiences

Phase 5: Ongoing Brand Maintenance

Timeline: January 2017 – ongoing

Budget: TBD

The Public Engagement Office will continue to coordinate overall application of the brand strategy across the county's departments and elected offices. This may require additional work with the vendor in future years to keep elements of the brand strategy current. Industry standards may warrant brand updates in 3-5 years and that should be budgeted.



JEFFERSON COUNTY BRAND STRATEGY

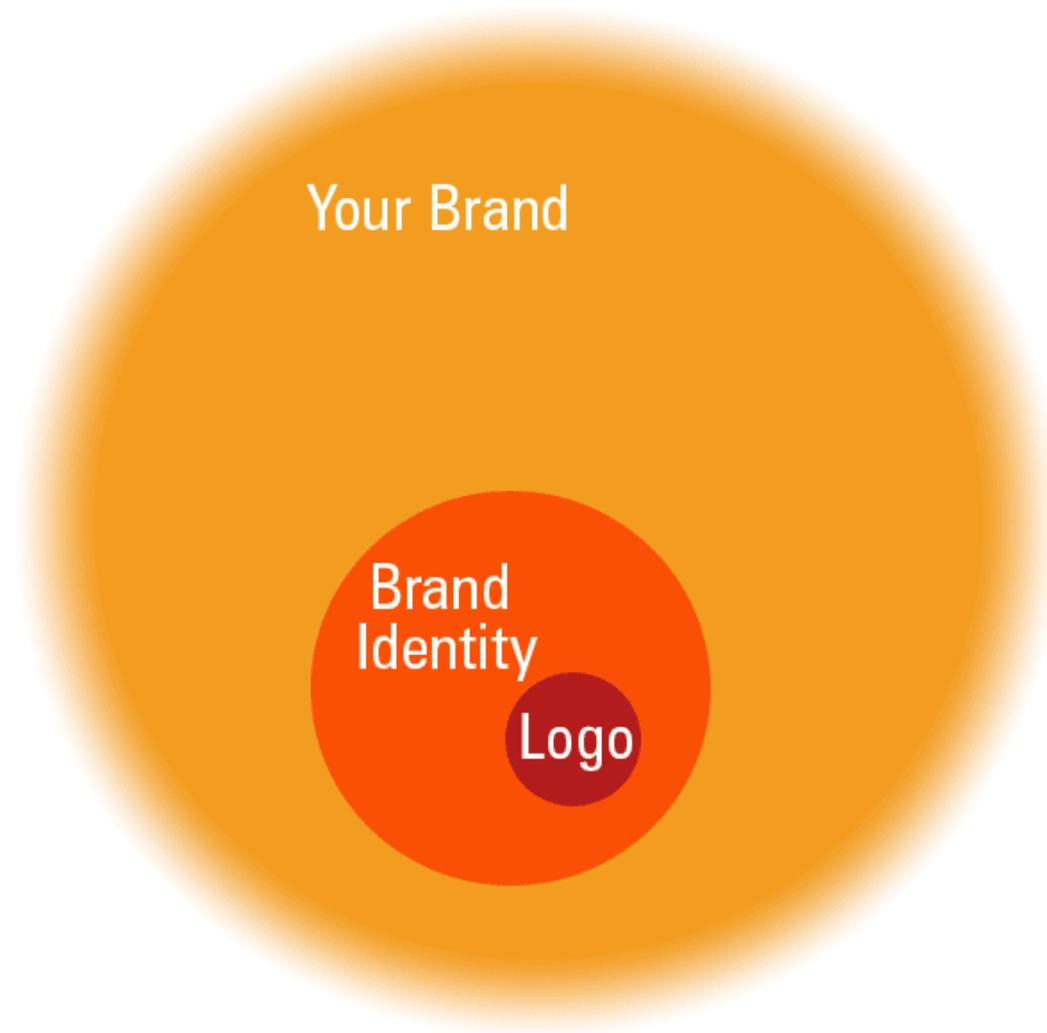
**Board of County Commissioners Staff Briefing
June 21, 2016**

BACKGROUND

- Jeffco is charged with ensuring residents, businesses, and the broader community have access to services.
- Consistent, authentic, and clear communications about county services is critical to the county's success in that effort.



WHAT IS A 'BRAND'?



BENEFITS

- Improve county's overall image
- Contribute to gains in tourism
- Promote economic vitality
- Support job development
- Provide safe communities
- Provide tax-payers greater transparency in expenditures
- Improve comprehension of county operations and
- Promote fiscal accountability



WHY NOW?



1. LACK OF COHESIVE BRAND STRATEGY



2. 2016 WEB UPGRADE



3. BRAND FRAGMENTATION



Lookout Mountain Nature Center



Jefferson County Open Space
enriching life



Jefferson County
Human Services
Steps to a better, safer life



Together we build the path to success!
Jefferson County Head Start



Child Support Services
Jefferson County



Extension



Arapahoe • Douglas • Jefferson Counties



PHASED APPROACH

Phase 1

- Needs Assessment

Phase 2

- Brand Development

Phase 3

- Website Redesign Support

Phase 4

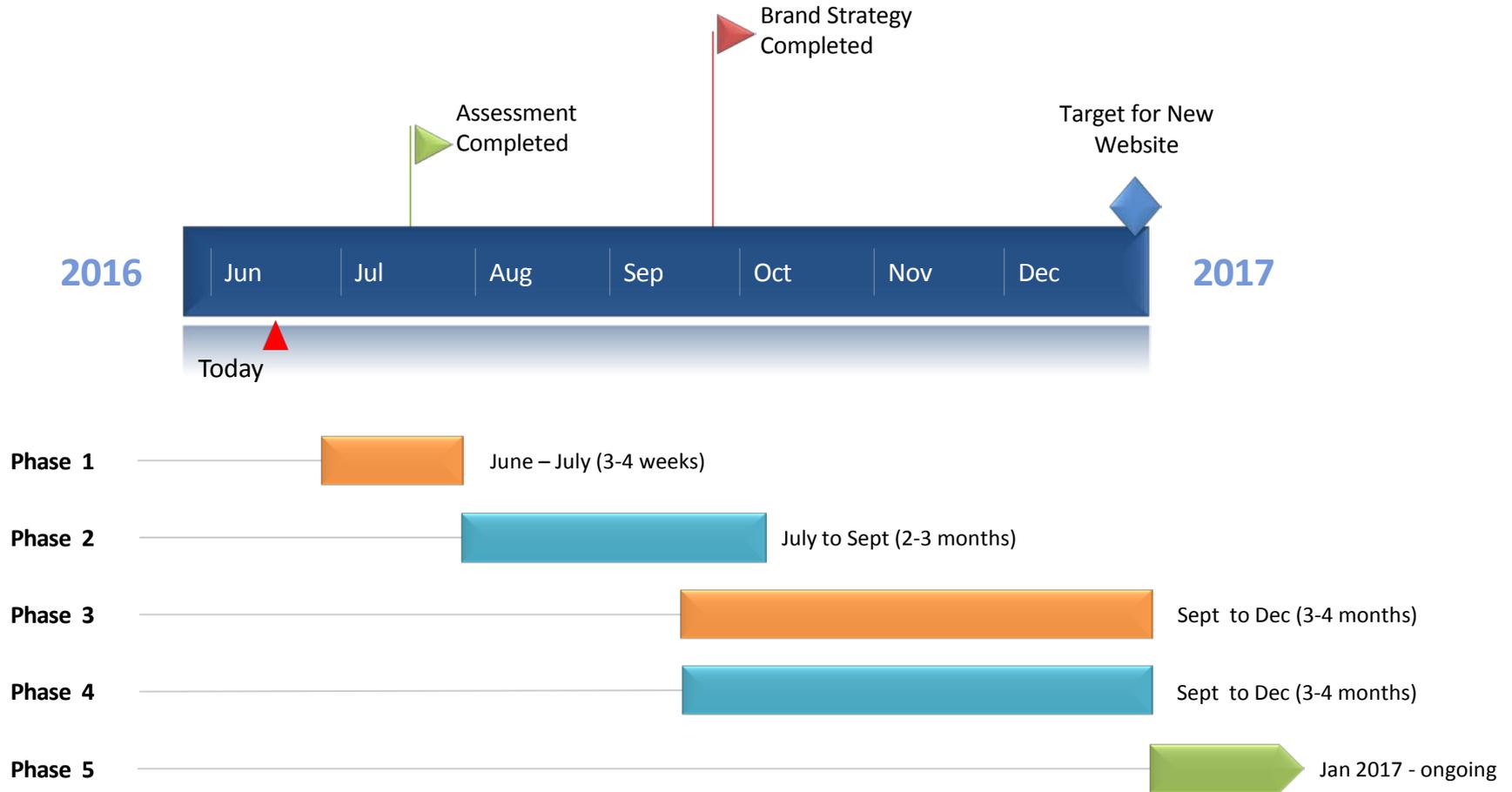
- Detailed Design and Production

Phase 5

- Ongoing Brand Maintenance



PROPOSED TIMELINE



FISCAL IMPACT

Phases in 2016	Estimated Cost
Phase 1: Needs Assessment	\$5,000
Phase 2: Brand Development	\$15,000
Phase 3: Website Redesign Support	\$10,000
Phase 4: Template Design/Production	\$10,000
2016 Total Estimated Cost	\$40,000



RECOMMENDATION

- The Jefferson County Public Engagement Office recommends the Board of County Commissioners approve funding for a needs assessment and professionally developed brand strategy be completed in 2016, with extensive collaboration throughout the process to ensure each unit's diverse needs are considered.



QUESTIONS?





Jefferson County Board of County Commissioners

100 Jefferson County Parkway

Admin and Courts Facility

Golden, CO 80419

May 12, 2016

Dear Jefferson County Commissioners,

Thank you for your consideration of support for the Leadership Arvada 2016 Class Project: the Cookout Kitchen for Charity. By funding the Leadership Arvada Cookout Kitchen for Charity, you are helping all Arvada non-profits, athletic clubs, religious and other community organizations raise awareness and funds. Additionally, Leadership Arvada's partnership with Arvada Jefferson Kiwanis will provide the same benefit to these types of organizations all across Jefferson County. Per your request, below outlines the class project's scope, benefits to Jefferson County, project deliverables, the project's outcome metrics and finally, the Class of 2016's financial request of Jefferson County to make the project possible.

Scope of Work:

The Leadership Arvada Class of 2016 has elected as its class project to design, build and deliver a mobile cookout kitchen to the greater Arvada Community. The Cookout Kitchen for Charity is essentially a commercial food preparation and cooking station on wheels. The kitchen will be constructed on a trailer which can be transported and set up on-site for non-profit entities across Arvada and Jefferson County to use as a turn-key fundraising mechanism for their respective causes. Upon delivery, Arvada Jefferson Kiwanis has agreed to host the trailer, including delivering it to entities in need of the Cookout Kitchen, preparing and cooking food, cleaning, refueling, on-going licensing, and maintenance of the trailer in perpetuity. The trailer itself will be equipped with: two commercial propane grills (convertible to griddles), fully operational preparation stations and sink, utensils, pots, pans and coolers. Finally, the trailer will be fitted with a custom retractable awning to keep both food and those serving it protected from the elements.

Benefits to Jefferson County:

As described above, the trailer, upon delivery will benefit all interested non-profit entities and their respective causes, by creating an affordable, turn-key fundraising opportunity in the form of large, outdoor cookouts. Additionally Jefferson County's support of the project will be featured prominently on the trailer, in the form of a permanent license plate-sized plaque, so all users and the communities those users serve will know that the Jefferson County Commissioners were a critical partner in bringing this valuable asset to life.

Deliverables:

Deliverables for the class project include, but are not limited to:

- Successful completion and delivery of the Cookout Kitchen for Charity, in excellent, working condition to Arvada Jefferson Kiwanis.
- Mounting of a plaque to the trailer to commemorate Jefferson County Commissioners' contribution to the project.
- Grand Opening and christening of the Cookout Kitchen for Charity to serve food to the community and the projects various stakeholders.

Outcome Metrics:

Project success will be defined by the following measurable performance metric projections:

- At least 15 Jefferson County located or affiliated non-profit entities or organizations will use the trailer by Dec 31st, 2016.
- The Cookout Kitchen for Charity will serve at least 3500 residents and stakeholders of Jefferson County by Dec 31st, 2016.
- The Cookout Kitchen for Charity will be used to assist in the collective fundraising of \$20,000 by various Jefferson County non-profit entities and organizations by Dec 31st, 2016.
- The trailer will remain fully operational and maintained through at least Dec 31st, 2025 by Arvada Jefferson Kiwanis.

Request:

The Leadership Arvada Class of 2016 cordially requests \$3000.00 in support of the Cookout Kitchen for Charity based on the above scope of work, benefits, deliverables and outcome metric projections.

On behalf of the Leadership Arvada Class of 2016, I sincerely appreciate your consideration of support for this project. As a resident of Arvada and Jefferson County, I am fully confident in both the value of this project and its impact on our community. As a class we have identified both a need in the community, as well as project values that we believe in, including the Basic Needs of our residents, the power of Community Collaboration, and fostering a Culture of Service within our community. As a class, we believe that this project fully aligns with those values and identified needs in Arvada and Jefferson County.

Furthermore, as a supporter and member of Arvada Jefferson Kiwanis, I am equally as confident this organization is the right partner to host the Cookout Kitchen for Charity, given its promise to maintain the trailer and serve the greater Arvada and Jefferson County communities with it in perpetuity. Please consider our request for support. I would be more than happy to provide you with any additional information should it be required.

Sincerely,



Chase Citrowski
Project Manager
Leadership Arvada Class of 2016

AGREEMENT

THIS AGREEMENT (this "Agreement"), dated for reference purposes only this 31st day of May, 2016, is among the COUNTY OF JEFFERSON, STATE OF COLORADO (the "County"); KIWANIS CLUB OF ARVADA-JEFFERSON, COLORADO, a Colorado Nonprofit Corporation (the "Kiwanis Club"); and the ARVADA-JEFFERSON KIWANIS FOUNDATION, a Colorado Nonprofit Corporation (the "Foundation").

Recitals

A. The Leadership Arvada Class of 2016 ("Leadership Class") chose a project (the "Project") to design, build and deliver to the Kiwanis Club a "Cookout Kitchen for Charity" (the "Cookout Kitchen") to serve as a mobile kitchen for fundraising events for charities. The Leadership Class describes the Cookout Kitchen as a trailer equipped with two commercial propane grills, fully operational preparation stations and sink, utensils, pots, pans, coolers, and retractable awning. As the Project benefactor, Kiwanis Club will transport the Cookout Kitchen to Arvada and Jefferson County nonprofit events for use, as well as operate and maintain the Cookout Kitchen.

B. The Project will advertise the County through license-plate sized signage on the Cookout Kitchen.

NOW, THEREFORE, the parties hereto agree as follows:

1. The County will provide funds in the amount of \$3,000 to the Foundation, to be used only for the Project.
2. The Foundation will refund the County's funds in the event the Project is not completed and/or the Cookout Kitchen is not operational for any reason on or before December 31, 2016.
3. The Kiwanis Club will own, operate and maintain the Cookout Kitchen and transport it to events for the benefit of nonprofit corporations.
4. The County assumes no responsibility for the Project or the Cookout Kitchen.
5. A County-approved, license-plate sized sign will be placed and maintained on the Cookout Kitchen acknowledging the County's contribution to the Project.
6. This written Agreement constitutes the entire Agreement of the parties. No representations, promises, terms, conditions or obligations regarding the subject matter of this Agreement, other than those expressly set forth herein, shall be of any force and effect. No modification of this Agreement shall be of any force or effect, unless in writing, signed by all parties.
7. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized signatories on the date set forth below.

**COUNTY OF JEFFERSON,
STATE OF COLORADO**

By: _____
Libby Szabo, Chairman
Board of County Commissioners

Date: _____

APPROVED AS TO FORM:

By: _____
Ellen G. Wakeman
County Attorney

**KIWANIS CLUB OF ARVADA-JEFFERSON
COLORADO, a Colorado Nonprofit
Corporation**

By: _____
Name: _____
Date: _____

**ARVADA-JEFFERSON KIWANIS
FOUNDATION,
a Colorado Nonprofit Corporation**

By: _____
Name: _____
Date: _____

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

APPOINTMENT OF AND AUTHORIZATION FOR REFEREES TO CONDUCT PROPERTY TAX VALUATION AND QUALIFYING SENIOR/DISABLED VETERAN PROPERTY TAX EXEMPTION HEARINGS

June 21, 2016

For Information

For Discussion/Approval
Prior to Future Hearing

For Action

ISSUE: Whether the Board of County Commissioners agrees to appoint and authorize Referees to Conduct Property Tax Valuation and Qualifying Senior/Disabled Veteran Property Tax Exemption Hearings.

BACKGROUND: Pursuant to section 39-8-102 (2) (i) C.R.S., and section 39-3-206 (2) (b) C.R.S., the Jefferson County Board of Equalization (the "Board") has the authority to appoint Referees to conduct property valuation and Qualifying Senior/Disabled Veteran Property Tax Exemption hearings on its behalf. In order to give timely consideration to appeals filed with the Board, the Board desires to appoint independent Referees to conduct hearings on its behalf, and to make findings and recommendations to the Board for its final action on the appeals.

FISCAL IMPACT: Amounts required for these appointments are budgeted in the Board of Equalization's departmental budget.

RECOMMENDATIONS: The Board of County Commissioners of the County of Jefferson, State of Colorado, acting in its capacity as the County Board of Equalization, appoint the following named individuals to act as Referees, authorized to conduct hearings on valuation and on eligibility for Qualifying Senior and Disabled Veteran Property Tax Exemption appeals on the Board's behalf, and to make findings and recommendations to the Board for its final action on the appeals:

Richard Chase, Peter N. Ehrlich, Mary Anne Maurer, Bruce T. McIntosh, Linda A. Pissare, Karen A. Smith, John W. Storb III, Jolene Ver Steeg, Ford H. Wheatley, IV, Joan Whittlesey, Richard Williams, and Vicki L. Wimberly.

ORIGINATOR: Chris Courtney

CONTACTS FOR ADDITIONAL INFORMATION: Chris Courtney, Casie Stokes

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

APPOINTMENT OF AND AUTHORIZATION FOR REFEREES TO CONDUCT ABATEMENT HEARINGS

June 21, 2016

For Information

For Discussion/Approval
Prior to Future Hearing

For Action

ISSUE: Whether the Board of County Commissioners agrees to appoint and authorize Referees to Conduct Abatement Hearings.

BACKGROUND: Pursuant to section 39-1-113 (1) C.R.S., the Jefferson County Board of County Commissioners (the "Board") has the authority to appoint Referees to conduct hearings regarding property tax abatement appeals on its behalf. In order to give timely consideration to appeals filed with the Board, the Board desires to appoint independent Referees to conduct hearings on its behalf, and to make findings and recommendations to the Board for its final action on the appeals. This resolution includes one new Referee.

FISCAL IMPACT: Amounts required for these appointments are budgeted in the Board of Equalization's departmental budget.

RECOMMENDATIONS: The Board of County Commissioners of the County of Jefferson, State of Colorado, appoint the following named individuals to act as Referees, authorized to conduct hearings regarding property tax abatement appeals on the Board's behalf, and to make findings and recommendations to the Board for its final action on the appeals:

Karen A. Smith, Bruce T. McIntosh and Linda A. Pissare

ORIGINATOR: Chris Courtney

CONTACTS FOR ADDITIONAL INFORMATION: Chris Courtney, Casie Stokes

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

DESIGNATION OF ARBITRATORS FOR ARBITRATION OF PROPERTY VALUATION APPEALS

June 21, 2016

For Information

For Discussion/Approval
Prior to Future Hearing

For Action

ISSUE: Whether the Board of County Commissioners agrees to appoint Arbitrators for Arbitration of Property Valuation Appeals.

BACKGROUND: Colorado State Law, Section 39-8-108.5 (1), C.R.S. establishes a property valuation arbitration appeals process whereby the Board of County Commissioners is to develop a list of persons who are qualified to act as Arbitrators of property valuation disputes. The persons designated on the Board's Arbitrator list shall be, in addition to any other qualifications deemed necessary by the Board, certified appraisers experienced in the area of property taxation and valuation, and be either a licensed attorney, a member of a real estate appraiser's institution, a former county assessor, a retired judge, or a licensed real estate broker. Allen Black, Steven W. Ketcham, Michael R. Nash, Bonnie D. Roerig, John W. Storb III and Vicki L. Wimberly meet these statutory qualifications.

FISCAL IMPACT: Amounts required for these appointments are budgeted in the Board of Equalization's departmental budget.

RECOMMENDATIONS: The Board of County Commissioners of the County of Jefferson, State of Colorado, appoint the following persons to serve as Arbitrators of property valuation disputes within Jefferson County, Colorado, pursuant to Section 39-8-108.5 (1), C.R.S.:

Allen Black, Steven W. Ketcham, Michael R. Nash, Bonnie D. Roerig, John W. Storb III and
Vicki L. Wimberly

The Clerk to the Board is directed to place the names of the above-named individuals on the list of Arbitrators to be kept in the Office of the Clerk to the Board.

ORIGINATOR: Chris Courtney

CONTACTS FOR ADDITIONAL INFORMATION: Chris Courtney, Casie Stokes