

TUESDAY STAFF BRIEFINGS

January 10, 2017

****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. Amend the Financing Agreement Relating to the Revenue Bond for the Seniors Resource Center, Inc. Project (30 minutes) | Holly Bjorklund, Joanne Kortendick, Tanya Middlemist, Paul Wisor
Steve Villano |
| 2. Governors Ranch Trail at Raccoon Creek (20 minutes) | Jeanie Rossillon |
| 3. Intergovernmental Agreement - Colorado Department of Transportation for the WestConnect Planning and Environmental Linkages Study (15 minutes) | Jeanie Rossillon, Steve Dorian |
| 4. Board of Adjustment-Zoning Resolution, Policy and Bylaws (20 minutes) | Jeanie Rossillon, John Wolforth |
| 5. Proposal from Jefferson County Emergency Communications Authority to Amend IGA (20 minutes) | Commissioner Tighe,
Kurt Behn |

County Commissioners' Report

County Manager's Report

County Attorney's Report

Executive Session

- Governors Ranch Trail at Raccoon Creek - Direction to Negotiators C.R.S 24-6-402(4)(e) (15 minutes)
- Litigation Update - Legal Advice C.R.S. 24-6-402(4)(b) (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

January 10, 2017

Briefing Items			Total Estimated Time: 1 hour 45 minutes
Begin	End	Agenda No.	Title
1:15	1:45	1.	Amend the Financing Agreement Related to the Revenue Bond for the Seniors Resource Center, Inc. Project
1:45	2:05	2.	Governors Ranch Trail at Raccoon Creek
2:05	2:20	3.	Intergovernmental Agreement - Colorado Department of Transportation for the West Connect Planning and Environmental Linkages Study
2:20	2:40	4.	Board of Adjustment-Zoning Resolution, Policy and Bylaws
2:40	3:00	5.	Proposal from Jefferson County Emergency Communications Authority to Amend IGA
Commissioners Report			Total Estimated Time: 5 minutes
Begin	End	Agenda No.	Title
3:00	3:05	6.	
County Manager Report			Total Estimated Time: 5 minutes
Begin	End	Agenda No.	Title
3:05	3:10		
County Attorney Report			Total Estimated Time: 5 minutes
Begin	End	Agenda No.	Title
3:10	3:15		
Executive Session			Total Estimated Time: 30 minutes
Begin	End	Agenda No.	Title
3:15	3:30		Governors Ranch Trail at Raccoon Creek - Direction to Negotiators C.R.S. 24-6-402(4)(e)
3:30	3:45		Litigation Update - Legal Advice C.R.S. 24-6-402(4)(b)

BOARD OF COUNTY COMMISSIONERS' (BCC) SCHEDULE

Time*

Topic*

Monday, January 9, 2017

NO TOPICS SCHEDULED TO DATE

Tuesday, January 10, 2017

8:00 a.m.

Jefferson County Swearing-In Ceremony
Jefferson County Courts & Administration Building
100 Jefferson County Parkway, Hearing Room One
Reception Immediately following

1:00 p.m.

Public Comment and Public Hearings
Jefferson County Courts & Administration Building
100 Jefferson County Parkway, Hearing Room One

Immediately following
Public Hearings

Staff Briefings
Jefferson County Courts & Administration Building
100 Jefferson County Parkway, BCC Board Room

Immediately following
Staff Briefings

Ralph Schell
Jefferson County Courts & Administration Building
100 Jefferson County Parkway, BCC Board Room

Wednesday, January 11, 2017

7:00 a.m.

Jefferson County Transportation, Action & Advocacy Group
Jefferson County Courts & Administration Building
100 Jefferson County Parkway, Lookout Mountain Room

Thursday, January 12, 2017

9:00 a.m.

Elected Officials/Personnel Board Meeting
Jefferson County Courts & Administration Building
100 Jefferson County Parkway, BCC Board Room

Friday, January 13, 2017

7:30 a.m.

CCI Legislative Breakfast
State Capital, Denver

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

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER**Amend the Financing Agreement relating to the Revenue Bond
for the Seniors Resource Center, Inc. Project
January 10, 2017**

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

ISSUE: Seniors Resource Center, Inc. is asking the Board of County Commissioners to enter into amended financing documents including the issuance of an amended bond in order to reduce the interest rate on a bond previously issued by the Board of County Commissioners for the benefit of Seniors Resource Center, Inc. (the "Original Financing").

BACKGROUND: In August 2010, the Jefferson County Board of County Commissioners (Issuer) executed and delivered a Revenue Bond to Seniors' Resource Center, Inc. for the purpose of financing and refunding a portion of a loan which provided for the construction, completion and equipping of real and personal property located at 3281 Chase Street and 3227 Chase Street in Wheat Ridge Colorado for the purpose of housing an adult day care facility and respite facility (the "Property"). The County does not have a repayment obligation on the bond. The Property was previously deeded by the County to Senior's Resource Center, Inc. with a restriction that if the property were used other than for public purposes ownership would revert to the County. Senior's Resource Center, Inc. and the County entered into a Memorandum of understanding prior to the Original Financing setting forth the terms under which the restriction could be released which was a requirement of the bank for Senior's Resource Center, Inc. to use the Property as security for the loan.

DISCUSSION: Seniors Resource Center, Inc. wishes to amend the financing agreement among the County, Senior's Resource Center, Inc. and Evergreen Bank in conjunction with the Original Financing (the "Financing Agreement") in order to reduce the interest rate on the loan. Senior's Resource Center, Inc. has also requested that the County cancel the previously issued bond and issue an amended bond. The draft resolution and draft financing agreement are included in the briefing material.

FISCAL IMPACT: Fiscal impact to Jefferson County is limited to administrative costs related to the processing of the amended Financing Agreement, the reissued bond and related documents. The staff time needed to complete the work is covered in the existing budget.

RECOMMENDATIONS: Staff recommends that the Board of County Commissioners adopt a Resolution authorizing the execution of the amended Financing Agreement and related documents and authorizing, reissuance of the bond.

ORIGINATOR: Holly Bjorklund, Director of Finance & IT
Joanne Kortendick, Assistant County Attorney
Tanya Middlemist, Senior Financial Analyst

CONTACTS FOR ADDITIONAL INFORMATION:

Holly Bjorklund, hbjorklu@jeffco.us 303.271.8597
Paul Wisor, pwisor@kvfirm.com 303.534.3390
Tanya Middlemist tmiddlem@jeffco.us 303.271.8543

DRAFT

CERTIFIED RECORD
OF
PROCEEDINGS
OF
THE BOARD OF COUNTY COMMISSIONERS
OF
JEFFERSON COUNTY, COLORADO
RELATING TO
A RESOLUTION
AUTHORIZING THE EXECUTION AND DELIVERY
OF
AN AMENDMENT TO FINANCING AGREEMENT
RELATING TO THE
REVENUE BOND
(SENIORS' RESOURCE CENTER, INC. PROJECT)
SERIES 2010

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The Board of County Commissioners of Jefferson County, Colorado, held a regular meeting open to the public at 100 Jefferson Parkway, Golden, Colorado, on the 17th day of January, 2017, at the hour of __:__ [a.m./p.m.]

The following members of the Board of County Commissioners, constituting a quorum thereof, were present:

<u>Name</u>	<u>Title</u>
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The following members of the Board were absent:

<u>Name</u>	<u>Title</u>
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Thereupon, the following proceedings, among others, were had and taken:

Commissioner _____ introduced and moved and Commissioner _____ seconded the adoption of the following Resolution:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY BY THE ISSUER OF THE AMENDMENT TO FINANCING AGREEMENT RELATING TO THE JEFFERSON COUNTY, COLORADO, REVENUE BOND (SENIORS' RESOURCE CENTER, INC. PROJECT) SERIES 2010, THE REISSUANCE OF THE SERIES 2010 BOND AND THE EXECUTION AND DELIVERY OF CLOSING DOCUMENTS IN CONNECTION THEREWITH; AND REPEALING ANY ACTION HERETOFORE TAKEN IN CONFLICT HEREWITH.

WHEREAS, Jefferson County, Colorado (the "Issuer"), is authorized by the provisions of the County and Municipality Development Revenue Bond Act, article 3 of title 29, Colorado Revised Statutes, as amended (the "Act"), to issue revenue bonds for the purpose of financing projects to be located within the Issuer for the purposes enumerated in the Act, to enter into financing agreements with others for the purpose of providing revenues to pay such bonds, and further to secure the payment of such bonds; and

WHEREAS, the Act provides that title to any project may at all times remain in the name of the user of the project; and

WHEREAS, pursuant to a resolution adopted by the Board of County Commissioners of the Issuer (the "Board") on August 17, 2010 (the "2010 Resolution"), the Issuer executed and delivered its Jefferson County, Colorado, Revenue Bond (Seniors' Resource Center, Inc. Project) Series 2010 in the aggregate principal amount of \$2,067,500 (the "2010 Bond"), pursuant to a Financing Agreement dated August 30, 2010 (the "Original Financing Agreement"), among the Issuer, Seniors' Resource Center, Inc. (the "Borrower") and FirstBank of Evergreen (the "Bank") for the purposes of providing funds for (i) the financing and refunding of a portion of a loan which was provided for the acquisition, construction, completion and equipping of real and

personal property located in Jefferson County at 3281 Chase Street and 3227 Chase Street in Wheat Ridge, Colorado which is used to house and adult day care facility and a respite facility (the "Project"), and (ii) paying certain costs relating to the issuance of the 2010 Bond; and

WHEREAS, the Bank purchased the 2010 Bond from the Issuer; and

WHEREAS, the 2010 Bond is a special, limited obligation of the Issuer payable solely out of the revenues paid by the Borrower and other security pledged in the 2010 Resolution and does not constitute a debt, indebtedness or other multiple fiscal year obligation of the Issuer within the meaning of the Constitution or statutes of the State, and shall never constitute a pecuniary liability of the Issuer or a charge against its general credit or taxing powers; and

WHEREAS, the Borrower and the Bank have requested the Issuer to execute and deliver an Amendment to Financing Agreement to be dated the date of execution and delivery among the Issuer, the Borrower and the Bank (the "Amended Agreement"); and

WHEREAS, the Borrower has requested that the Issuer cancel the 2010 Bond and issue an amended bond (the "Amended Bond") as provided in Section 3 below to lower the Borrower costs associated with the Project; and

WHEREAS, the Amended Agreement will lower the existing interest rate on the 2010 Bond from 5.0000% to [_____] % to its maturity (as evidenced in the Amended Bond); and

WHEREAS, there has been presented to the Issuer and made available to the Board of the Issuer the proposed form of the Amended Agreement and the Amended Bond.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, COLORADO:

Section 1. All action (not inconsistent with the provisions of this resolution) heretofore taken by the Board and the officers of the Issuer directed toward the execution and delivery of the Amended Agreement and the Amended Bond be, and the same is, hereby ratified, approved and confirmed.

Section 2. The form, terms and provisions of the Amended Agreement by and between the Issuer and the Borrower, be and they hereby are approved, and the Issuer shall enter into the Amended Agreement in substantially the form presented to the Board at this meeting, with only such changes therein as are not inconsistent herewith; the Chairman of the Board of County Commissioners is hereby authorized to execute and deliver the Amended Agreement, and the County Clerk is hereby authorized to affix the County seal to and to attest the Amended Agreement.

Section 3. At the request of the Borrower, the Issuer hereby approves the amendment to the 2010 Bond as reflected in the form Bond No. 2 on file with the Issuer on the date hereof (the "Amended Bond"), and the issuance of the Amended Bond in the original aggregate principal amount not to exceed \$[_____]. The Amended Bond shall remain a special limited obligation of the Issuer payable solely from the revenues and assets of the Borrower, in the manner provided in the Amended Bond and the Amended Agreement. The Amended Bond shall never constitute a general or moral obligation of the Issuer, and the Issuer has not pledged the full faith and credit or taxing powers of the Issuer to the payment of the Amended Bond. The Chairman of the Board of County Commissioners and the County Clerk are hereby authorized to execute the Amended Bond and to deliver the Amended Bond to the Bank. The Chairman is hereby authorized to approve changes to the terms and provisions of the Amended Bond; provided that the interest rate on the Amended Bond shall not exceed [_____]%, and the

average maturity date of the Amended Bond shall not exceed the average maturity date of the 2010 Bond. Execution of the Amended Bond by the Chairman of the Board of County Commissioners and the County Clerk shall be conclusive evidence of the approval of any changes to the terms and provisions of the Amended Bond.

Section 4. The Issuer designated the 2010 Bond as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). The Issuer, or any entities “subordinate” to it did not issue more than \$10,000,000 of qualified tax-exempt obligations in 2010.

Section 5. The members of the Board of County Commissioners of the Issuer and the officers, employees and agents of the Issuer shall take all action necessary or reasonably required by the Amended Agreement to effectuate their respective provisions and shall take all action necessary or desirable in conformity with the Act for carrying out the transactions contemplated by this resolution including, without limitation, the execution and delivery of an I.R.S. Form 8038, and any closing documents to be delivered in connection with the execution and delivery of the Amended Agreement and the Amended Bond.

Section 6. The Issuer approves, ratifies and confirms the Original Financing Agreement, as amended by the Amended Agreement.

Section 7. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 8. All bylaws, orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or resolution or part thereof.

Section 9. This resolution shall be in full force and effect upon its passage and approval.

APPROVED AND ADOPTED, this 17th day of January, 2017.

JEFFERSON COUNTY, COLORADO

By _____
Chairman, Board of County Commissioners

(SEAL)

ATTEST:

County Clerk

The vote was:

The Chairman declared the motion carried.

Thereupon, after consideration of other business to come before the Board, the meeting was adjourned.

[The balance of this page is intentionally left blank.]

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The undersigned, County Clerk of Jefferson County, Colorado, does hereby certify that the attached copy of Resolution No. _____ (the "Resolution"), authorizing the execution and delivery by the Issuer of the Amendment to Financing Agreement relating to the Jefferson County, Colorado, Revenue Bond (Seniors' Resource Center, Inc. Project) Series 2010, is a true and correct copy thereof as finally enacted, passed and adopted by the Board of County Commissioners (the "Board") at a regular meeting thereof held at 100 Jefferson Parkway, Golden, Colorado, the regular meeting place thereof, on the 17th day of January, 2017, that the original of said Resolution has been duly executed and authenticated by the signatures of the Chairman of the Board of County Commissioners of the County and myself, sealed with the seal of the County, and recorded in the minutes of the County; that said proceedings were duly had and taken and that said meetings were duly held, and that the persons were present at said meeting as therein shown.

[Signature on Next Page]

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Jefferson County,
Colorado, this ____ day of _____, 20__.

County Clerk
Jefferson County, Colorado

(SEAL)

STATE OF NEW YORK

IN SENATE

JANUARY 19, 1907

REPORT OF THE

COMMISSIONERS OF THE LAND OFFICE

FOR THE YEAR 1906

ALBANY: J.B. LIPPINCOTT COMPANY, PRINTERS.

1907.

DRAFT

AMENDMENT TO FINANCING AGREEMENT

among

JEFFERSON COUNTY, COLORADO

and

SENIORS' RESOURCE CENTER, INC.

and

FIRSTBANK OF EVERGREEN

Relating to:

\$2,067,500

Jefferson County, Colorado

Revenue Bond

(Seniors' Resource Center, Inc. Project)

Series 2010

Dated as of January __, 2017

THIS AMENDMENT TO FINANCING AGREEMENT (this "Amended Agreement"), is dated as of January __, 2017, among **JEFFERSON COUNTY, COLORADO** (the "Issuer," or the "County"), a political subdivision of the State of Colorado (the "State"), **SENIORS' RESOURCE CENTER, INC.**, a Colorado nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Borrower"), and **FIRSTBANK OF EVERGREEN**, a bank chartered under the laws of the State ("FirstBank").

WITNESSETH:

WHEREAS, municipalities and counties of the State are authorized by the provisions of the County and Municipality Development Revenue Bond Act, article 3, title 29, Colorado Revised Statutes, as amended (the "Act"), to finance land, buildings or other improvements and properties suitable or used for or in connection with health-care purposes, all to the end that the County may be able to promote economic activity by inducing nonprofit corporations to locate, expand or remain in the State for the benefit of the inhabitants of the State for the promotion of their health, safety, welfare, convenience and prosperity; and

WHEREAS, the Act permits the County to finance such projects which are located within the County; and

WHEREAS, the Act further authorizes the County to issue revenue bonds for the purposes described above, including all incidental expenses incurred in issuing such bonds, to secure the payment of such bonds as provided in the Act, and to enter into financing agreements with others for the purpose of providing revenue to pay such bonds upon such terms and conditions as the County may deem advisable; and

WHEREAS, the Act further provides that title to any project may at all times remain in the name of the user of the project; and

WHEREAS, on August 30, 2010, the County issued its revenue bond in accordance with the Act in an aggregate principal amount of \$2,067,500, such bond designated as the Jefferson County, Colorado, Revenue Bond (Seniors' Resource Center, Inc. Project) Series 2010 (the "2010 Bond"), the proceeds of which were loaned to the Borrower for the purposes of providing funds for (i) the financing and refunding of a portion of a loan which was provided for the acquisition, construction, completion and equipping of real and personal property located in Jefferson County at 3281 Chase Street and 3227 Chase Street in Wheat Ridge, Colorado which is used to house and adult day care facility and a respite facility (the "Project"), and (ii) paying certain costs relating to the issuance of the 2010 Bond; and

WHEREAS, the County financed the cost of the Project under the Act by the issuance of the 2010 Bond under a Financing Agreement, dated as of August 30, 2010 (the "Original Agreement"), and by loaning the proceeds thereof to the Borrower; and the Borrower borrowed the proceeds of such 2010 Bond upon the terms and conditions set forth in the Original Agreement (capitalized terms used and not otherwise defined herein shall have the meaning ascribed thereto in the Original Agreement); and

WHEREAS, the Bank purchased the 2010 Bond from the County; and

WHEREAS, the Borrower has requested and the Bank has agreed to this Amended Agreement as more fully set forth herein; and

WHEREAS, such Amended Agreement shall be of benefit, either directly or indirectly, to the Bank and the Borrower.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained in this Amended Agreement, the parties hereto formally covenant, agree and bind themselves as follows:

1. **Amendment to Section 3.** Upon and after the effective date of this Amended Agreement, Section 3 of the Financing Agreement is amended and restated in its entirety to read as follows:

Section 3. Terms and Form of Amended Bond.

(a) **Authorization of Amended Bond; Form of the Amended Bond.** There is hereby authorized by the County to be issued hereunder, an Amended Bond in the principal amount of \$[] designated as the "Jefferson County, Colorado, Revenue Bond (Seniors' Resource Center, Inc. Project) Series 2010" (the "Amended Bond"). The total principal amount of the Amended Bond that may be issued hereunder is expressly limited to \$[].

(i) The Amended Bond shall be issuable as a fully registered bond numbered "R-2," shall be dated the Closing Date, and shall bear interest on the unpaid principal balance at a rate of []% per annum pursuant to the Amortization Schedule set forth in Exhibit A hereto.

(ii) Payment of the principal of and interest on the Amended Bond shall be made solely pursuant to a Note by Borrower to the Registered Owner of the Bond. Each payment of principal and interest on the Note by the Borrower shall also be a payment of principal and interest on the Amended Bond by the Borrower on behalf of the Issuer hereunder, and the Amended Bond shall create no obligation or liability of Borrower separate from, or independent of, the Note. Borrower shall have no obligation or liability to pay any person pursuant to the Amended Bond or this Financing Agreement other than as set forth in the Note and [Construction Loan Agreement].

(iii) If interest on the Amended Bond is not excluded from income tax under § 103 of the Code and excluded from Colorado income tax, or if the Amended Bond does not constitute a qualified tax-exempt obligation as defined in § 265(b)(3) of the Code it shall constitute an "Event of Taxability". An Event of Taxability shall be deemed to occur upon a final decree or judgment of any federal court or a final action of the Internal Revenue Service determining that interest paid or payable with respect to the Amended Bond is or was includable in the gross income of a registered owner of the Amended Bond or that the interest expense incurred to acquire an interest in the Amended Bond is not allowable as a deduction under §

265(b)(3) of the Code. Upon an Event of Taxability, the Registered Owner may elect to escalate the interest rate payable on the Amended Bond to a rate at the current yield of the 10 year United States Treasury Bond as of the effective date of the Event of Taxability plus 200 basis points (2% per annum) (the "Taxable Rate"). The monthly payments on the Amended Bond will be adjusted accordingly but the amortization of principal under the Amended Bond and the due date under the Amended Bond shall remain unchanged.

(b) The Amended Bond is a special, limited obligation of the Issuer payable solely by the Borrower as an obligation of the Borrower from the revenues and receipts pledged under the Agreement and the Bank Documents. The Amended Bond and the interest thereon shall never constitute a general obligation, a debt or indebtedness, a multiple fiscal year direct or indirect debt or other financial obligation or a pledge of the faith and credit or taxing power of the Issuer or the State or any political subdivision thereof within the meaning of any provision or limitation of the State constitution or statutes. The Amended Bond shall never constitute or give rise to a pecuniary liability of the Issuer, the State or any political subdivision thereof or a charge against the general credit or taxing powers of the Issuer or the State. No recourse shall be had for the payment of the principal of or interest on the Amended Bond against any past, present or future member of the Issuer's governing body, or the officers, counsel or agents of the Issuer, or of any successor thereto, under any rule of law or equity, statute or constitution, and all such liability is hereby expressly waived and released as a condition of, and consideration for, the execution and issuance of the Amended Bond.

(c) The Amended Bond shall be delivered in substantially the following form, with such appropriate variations, omissions and insertions as permitted or required by this Amended Agreement:

[The balance of this page is intentionally left blank.]

(FORM OF AMENDED BOND)

THIS BOND IS NOT NEGOTIABLE AND MAY NOT BE TRANSFERRED BY THE REGISTERED OWNER HEREOF UNLESS THIS BOND IS TRANSFERRED IN CONJUNCTION WITH THE NOTE.

**JEFFERSON COUNTY, COLORADO
REVENUE BOND
SENIORS' RESOURCE CENTER, INC. PROJECT)
SERIES 2010**

No. R-2

\$[_____]

KNOW ALL PERSONS BY THESE PRESENTS that Jefferson County, Colorado (the "Issuer") a political subdivision of the State of Colorado, for value received, hereby promises to pay from the sources and as hereinafter provided, to the order of FIRSTBANK OF EVERGREEN, or registered assigns (the "Registered Owner"), on the dates hereinafter specified, the principal sum of TWO MILLION SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS, and in like manner to pay interest on the unpaid principal balance at the rate of [_____] % per annum.

All payments of the principal and interest on this Bond shall be made by Seniors' Resource Center, Inc., (the "Borrower"), solely pursuant to a Note dated [August 30, 2010] (the "Note") between the Borrower and FirstBank of Evergreen ("FirstBank"), which shall be and remain the Registered Owner hereof. Each payment of principal and interest on the Note by the Borrower shall also be a payment of principal and interest on the Bond by the Borrower on behalf of the Issuer hereunder, and the Bond shall create no obligation or liability of Borrower separate from, or independent of, the Note. Borrower shall have no obligation or liability to pay any person pursuant to this Bond other than as set forth in the Note and Construction Loan Agreement dated August 30, 2010 between FirstBank and the Borrower. This Bond shall terminate when the Borrower shall make the final payments of the principal of and the interest on the Note.

This Bond is an authorized bond of the Issuer limited in principal amount to \$[_____], and issued for the purpose of providing funds to the Borrower for the (i) financing and refunding a portion of a loan which was provided for the acquisition, construction, completion and equipping of real and personal property located in the County at 3281 Chase Street and 3227 Chase Street in Wheat Ridge, Colorado which will be used to house an adult day care facility and a respite facility (the "Project"), and (ii) pay certain costs relating to the issuance of the Bond. The proceeds of this Bond will be loaned by, the Issuer to the Borrower (the "Loan") pursuant to, and the Bond is issued under and secured by a Financing Agreement, dated as of August 30, 2010 (the "Original Agreement"), among the Issuer, the Borrower and FirstBank, as amended by the Amendment to Agreement, dated as of January __, 2017 (the "Amended Agreement" and, together with the Original Agreement, the "Agreement"). Under the terms of the Agreement, the Borrower is obligated to repay the Loan by paying to FirstBank of

Evergreen as the Registered Owner of this Bond on behalf of the Issuer moneys sufficient to pay the principal of and interest on the Note. The Agreement may be amended to the extent and in the manner provided in such document. This Bond is payable only in connection with and pursuant to the Agreement, Deed of Trust and the Bank Documents described in the Agreement, and reference is hereby made to the Agreement, Deed of Trust and the Bank Documents for a description of the rights, duties and obligations of the Issuer, the Borrower and FirstBank and the terms and conditions upon which this Bond is to be paid. (Payable out of revenues derived pursuant to the Agreement and secured by a deed of trust for the benefit of FirstBank.)

The issuance of this Bond and the Loan have been authorized by a County Resolution duly adopted by the County Commissioners of the County pursuant to the laws of the State of Colorado, including particularly article 3, title 29, Colorado Revised Statutes, as amended. THIS BOND IS A SPECIAL, LIMITED OBLIGATION OF THE ISSUER. THIS BOND AND THE INTEREST HEREON SHALL NEVER CONSTITUTE THE DEBT, INDEBTEDNESS OR OTHER MULTIPLE FISCAL YEAR FINANCIAL OBLIGATION OF THE ISSUER WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR STATUTES OF THE STATE OF COLORADO, AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER, ITS AGENTS, OFFICERS OR EMPLOYEES, OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS, THIS BOND BEING PAYABLE SOLELY FROM THE SOURCES DESCRIBED ABOVE AND SUBJECT TO THE TERMS AND CONDITIONS DESCRIBED ABOVE.

No recourse under or upon any obligation, covenant, acceptance or agreement contained in the Agreement or in the Bond, or under any judgment obtained against the Issuer or the Issuer's governing body or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, is permitted to be had against any member or officer, as such, past, present, or future of the Issuer, or the Issuer's governing body, whether directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to any Registered Owner, or otherwise, of any sum that may be due and unpaid upon any of the Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member or officer, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the Issuer or any receiver thereof, or for or to the Registered Owner, or otherwise, of any sum that may remain due and unpaid upon the Bond, shall be deemed to be and is hereby expressly waived and released as a condition of and in consideration for the execution and delivery of the Agreement and issuance of the Bond.

In case an Event of Default, as specified in the Agreement, shall occur, the principal of this Bond together with accrued interest thereon may be declared due and payable in the manner and with the effect provided in the Agreement.

This Bond may be redeemed by the Issuer in whole or in part on any date, but only upon the direction of the Borrower, at a redemption price set forth in the Agreement.

The Issuer and the Borrower may treat FirstBank as the absolute owner hereof for all purposes and shall not be affected by any notice to the contrary.

It is hereby certified, recited and declared that there have been performed and have happened in regular and due form, as required by law, all acts and conditions necessary to be performed by the Issuer or have happened precedent to and in the issuing of the Bond in order to make it a legal, valid and binding special obligation of the Issuer.

[The balance of this page is intentionally left blank.]

IN WITNESS WHEREOF, Jefferson County, Colorado has caused this Bond to be executed by the manual or facsimile signature of its Chairman of the Board of County Commissioners and its seal to be affixed hereto and to be manually or by facsimile signed and attested by its County Clerk, all as of January __, 2017.

[SEAL]

Attest:

By: _____ (SPECIMEN) _____
County Clerk

By: _____ (SPECIMEN) _____
Chairman, Board of County Commissioners

(END OF BOND FORM)

(d) **Registration and Transfer.** Registered Owner shall keep a registration book showing itself as the Registered Owner of the Amended Bond. The Amended Bond may not be transferred separately from the Note. The Amended Bond may be transferred and an assignment by the Registered Owner shall accompany such transfer. In case of any such transfer, Registered Owner shall give the Borrower and the Issuer written notice of the name and address of the transferee.

(e) **Replacement of Lost or Damaged Bond.** In the event of loss of or damage to the Amended Bond, the Issuer, at the expense of the Registered Owner thereof, may issue a replacement Bond identical to that lost or damaged, upon receipt of an affidavit of the Registered Owner thereof that such Bond has been lost or, if damaged, upon receipt of the damaged Bond. Such expense, which the Issuer may require to be paid in advance, may include the costs of investigation, printing, typing, insurance or indemnity premiums, attorney fees, travel and communications.

(f) **Execution of Bond.** The Amended Bond shall be executed on behalf of the Issuer by the manual or facsimile signature of the Chairman of the County Commissioners and its corporate seal shall be thereunto affixed and attested by the manual or facsimile signature of the County Clerk of the Issuer (or Deputy County Clerk). In case any officer who shall have signed the Amended Bond shall cease to be such officer of the Issuer before the Amended Bond has been delivered by the Issuer, the Amended Bond, with the signature thereto affixed may, nevertheless, be delivered by the Issuer as though the person or persons who signed the Amended Bond had remained in office.

(g) **Delivery of Bond.** The Amended Bond shall not be delivered until there shall have been delivered to and by the Issuer, as the case may be, a certified copy of the County Resolution authorizing the Amended Bond and originally executed counterparts of this Amended Agreement, the investment letter, the Deed of Trust, the Bank Documents, opinion of bond counsel acceptable to the Issuer to the effect among other things, that the Amended Bond has been duly authorized and issued by the Issuer and is a valid and binding special limited obligation thereof in accordance with its terms and that the interest on the Amended Bond is exempt from federal and State of Colorado taxation as of the date of such issue, the Tax Certificate (defined herein) and the written direction of the Issuer authorizing such issuance.

(h) **Redemption of Bond.** The Borrower is hereby granted the option to prepay amounts payable hereunder on any date, subject to any prepayment premium set forth in the Bank Documents.

(i) **Notice of Redemption.** The Amended Bond may be prepaid in whole or in part without giving prior notice by prepayment in whole or in part of the Note; provided, however, that in the event of such prepayment the Borrower shall give prompt written notice to the Issuer of the amount being prepaid and a description of what actions the Borrower would like the Issuer to take to cause the Amended Bond to be redeemed.

2. **Effectiveness.** The amendment to the Original Agreement contained in Section 1 hereof shall become effective as of the date first referenced above after the Bank and the Borrower shall have duly executed this Amended Agreement.

3. **Representations and Warranties by the Borrower and the County.** In addition to the representations set forth in Section 2 of the Original Agreement, the Borrower and the County hereby make the following representations and warranties as of the date hereof:

(a) **Borrower Representations.** In order to induce the Bank to agree to this Amended Agreement, the Borrower makes the following representations and warranties, which shall survive the execution and delivery of this Amended Agreement:

(i) The Borrower is a nonprofit corporation duly incorporated and in good standing in the State and is duly qualified to transact business in the State, is not in violation of any provision of its Articles of Incorporation or its Bylaws, has power to enter into this Amended Agreement, and has duly authorized the execution and delivery of this Amended Agreement.

(ii) The Borrower is an organization described in Section 501(c)(3) of the Code, does not constitute a private foundation under Section 509(a) of the Code, and its income is exempt from federal taxation under Section 501(a) of the Code. The Borrower has received a determination from the Internal Revenue Service to the foregoing effect, and none of the bases for such determination have changed since the date thereof.

(iii) The Borrower agrees that during the term of the Original Agreement, as amended by this Amended Agreement, it will maintain its corporate existence, will continue to be a nonprofit corporation in good standing in the State, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another legal entity or permit one or more other legal entities to consolidate with or merge into it, provided that the Borrower may, without violating the agreement contained in this Section, consolidate with or merge into another legal entity, or permit one or more legal entities to consolidate with or merge into it, or sell or otherwise transfer to another legal entity all or substantially all of its assets as an entity and thereafter dissolve, provided (A) that the surviving, resulting or transferee legal entity, as the case may be, shall be a nonprofit legal entity organized and existing under the laws of one of the states of the United States of America, shall be qualified to do business in the State, shall have a net worth immediately subsequent to such acquisition, consolidation, merger or transfer at least equal to 100% of that of the Borrower immediately prior to such acquisition, consolidation, merger or transfer, shall be an organization described in Section 501(c)(3) of the Code, and shall assume in writing all of the obligations of the Borrower under the Original Agreement, as amended by this Amended Agreement, and the Deed of Trust if the Borrower is not the surviving entity; (B) that there is delivered to the Bank and the County an opinion of Bond Counsel to the effect that such acquisition, consolidation, merger or transfer will not adversely affect the tax-exempt status of the interest on the Amended Bond; (C) that prior to such acquisition, consolidation, merger or transfer the Bank shall be furnished a certificate from the chief financial officer of the Borrower or his deputy stating that in the opinion of such officer none of the covenants contained in this Amended Agreement will be violated as a result of such acquisition, consolidation, merger or transfer; and (D) that the Bank and the County shall have consented to such merger, sale or transfer; in which case the County and the Bank shall

release the Borrower in writing, if the Borrower is not the surviving entity, concurrently with and contingent upon the assumption described above and compliance with the foregoing conditions, from all liability hereunder.

(iv) No Event of Default has occurred under the Original Agreement and is continuing and no Event of Default will exist under the Original Agreement immediately after giving effect to this Amended Agreement contained herein;

(v) No consent of any other person or filing or action by any governmental authorities, is required to authorize the execution, delivery and performance of this Amended Agreement;

(vi) This Amended Agreement has been duly executed by the duly authorized officer of the Borrower and constitutes the legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms, except as enforcement thereof may be subject to the effect of any applicable (i) bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally and (ii) general principles of equity; and

(vii) The execution and delivery and performance of the agreements in this Amended Agreement will not violate any law, statute or regulation applicable to the Borrower or any order or decree of any federal, state, county, municipal, local or foreign court or governmental agency, authority, instrumentality or regulatory body, or conflict with or result in the breach or any contractual obligation of the Borrower.

(b) **County Representations.** In order to induce the Bank to agree to this Amended Agreement, the County makes the following representations and warranties, which shall survive the execution and delivery of this Amended Agreement:

(i) In authorizing the issuance of the Amended Bond, the County's purpose is, and in its judgment the effect thereof will be of benefit, either directly or indirectly, to the Bank and the Borrower.

(ii) The County is a political subdivision duly organized and validly existing under the laws and constitution of the State, authorized and empowered by the provisions of the Act to adopt the bond resolution relating to the issuance of the Amended Bond and to enter into the transactions contemplated by this Amended Agreement, and to apply the proceeds from the sale of the Amended Bond as set forth herein. The County is authorized by the provisions of the Act to issue the Amended Bond, to loan the proceeds from the sale of the Amended Bond to the Borrower pursuant to this Amended Agreement, and to assign the payments to be received pursuant to this Amended Agreement as security for the payment of the principal of and interest on the Amended Bond.

(iii) It has duly authorized all necessary action to be taken by it for: (A) the issuance and sale of the Amended Bond upon the terms set forth in the County resolution relating thereto; and (B) the execution, delivery, receipt and due performance

of this Amended Agreement, the Amended Bond, and any and all such other agreements and documents as may be required to be executed, delivered and received by it to carry out, give effect to and consummate the transactions contemplated hereby.

(iv) To its knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before any court, public board or body pending against it or threatened against it wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby, or the validity or the enforceability of the Amended Bond or this Amended Agreement.

(v) To its knowledge, the execution and delivery of this Amended Agreement, the Amended Bond and the other agreements contemplated hereby, and compliance with the provisions thereof, will not conflict with or constitute on its part a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which it is subject or by which it is or may be bound.

(vi) The County covenants that it will not pledge the payments and other amounts received pursuant to this Amended Agreement other than to secure the Amended Bond.

4. Tax Covenants. In addition to the Borrower's covenants set forth in Section 8 of the Original Agreement, the Borrower hereby makes the following covenants relating to the treatment of interest on the Amended Bond for federal income tax purposes. The County and the Bank may rely on such covenants.

(a) The Borrower expects to own the Project during the entire term of the Amended Bond. The Project will not be sold or leased to any person who is not either (i) a State of the United States or a political subdivision thereof, or (ii) an organization that is exempt from federal income taxation under Section 501(a) of the Code as a result of the application of Section 501(c)(3) of the Code.

(b) No portion of the Project will be used by the Borrower in an unrelated trade or business of the Borrower, determined by the application of Section 513(a) of the Code.

(c) All costs related to the issuance and delivery of the Amended Bond will be paid by the Borrower from sources other than the proceeds derived from the Original Bond or Amended Bond.

(d) The weighted average maturity of the Amended Bond will not exceed the estimated economic life of the property included in the Project and financed by the Amended Bond by more than twenty percent (20%), all within the meaning of Section 147(b) of the Code.

(e) The Borrower covenants and certifies to and for the benefit of the Bank that no use will be made of the Project which will cause the Amended Bond to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code and regulations promulgated thereunder, or a "private activity bond" within the meaning of Section 141 of the Code (other

than a "qualified 501(c)(3) Bond" within the meaning of Section 145 of the Code). The Borrower will comply throughout the term of the Amended Bond with the requirements of Section 148 of the Code and any regulations promulgated thereunder. The Borrower will comply throughout the term of the Amended Bond with the requirements of Section 145 of the Code and any regulations promulgated thereunder.

(f) In the event that the County shall be required to make any payments to the United States pursuant to Section 148(f) of the Code, the Borrower agrees to indemnify and reimburse the County to the full extent of such required payments.

(g) The Borrower has not leased, sold, assigned, granted or conveyed and will not lease, sell, assign, grant or convey all or any portion of the Project, or any interest therein to the United States or any agency or instrumentality thereof within the meaning of Section 149(b) of the Code.

5. **Counterparts.** This Amended Agreement may be executed in counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

6. **Governing Law.** The rights and duties of the Borrower and the Bank under this Amended Agreement shall be governed by the laws of the State of Colorado.

7. **Expenses.** The Borrower agrees to pay all reasonable costs of Bond Counsel and any expenses, including filing and recording fees, if any, incurred in connection with the preparation, execution and delivery of this Amended Agreement and any other documents or instruments which may be delivered in connection herewith.

8. **Ratification.** The Original Agreement, as amended by this Amended Agreement, is and shall continue to be in full force and effect and is hereby in all respects confirmed, approved and ratified. Except to the extent amended hereby, all terms and conditions of the Original Agreement remain the same.

9. **Reference to Original Agreement.** From and after the effective date of this Amended Agreement, each reference in the Original Agreement to "this Financing Agreement," "hereof," "hereunder" or words of like import, and all references to the Original Agreement in any and all agreements, instruments, documents, notes, certificates and other writings of every kind and nature, shall be deemed to mean the Original Agreement as modified and amended by this Amended Agreement.

[The balance of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Issuer, the Borrower and FirstBank have caused this Agreement to be executed in their respective names by themselves or by their duly authorized officers or partners, all as of the date first above written.

JEFFERSON COUNTY, COLORADO

[SEAL]

By: _____
Chairman, Board of County Commissioners

ATTEST:

By: _____
County Clerk

SENIORS' RESOURCE CENTER, INC.,
a Colorado nonprofit corporation

By: _____
President/Chief Executive Officer

ATTEST:

By: _____
Chair of the Board of Directors

FIRSTBANK OF EVERGREEN

By: _____
Executive Vice President

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this ____ day of January, 2017, by _____, as Chairman of County Commissioners and _____, as County Clerk of Jefferson County, Colorado a political subdivision.

WITNESS my hand and official seal.

Notary Public for the State of Colorado

[NOTARIAL SEAL]

My commission expires:

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this ____ day of January, 2017, by _____, President/Chief Executive Officer of Seniors' Resource Center, Inc., and by _____, Chair of the Board of Directors of Seniors' Resource Center, Inc.

WITNESS my hand and official seal.

Notary Public for the State of Colorado

[NOTARIAL SEAL]

My commission expires:

STATE OF COLORADO)
)
COUNTY OF JEFFERSON) ss.

The foregoing instrument was acknowledged before me this ____ day of January, 2017,
by _____, Executive Vice President, FirstBank of Evergreen.

WITNESS my hand and official seal.

Notary Public for the State of Colorado

[NOTARIAL SEAL]

My commission expires:

Exhibit A

Amortization Schedule

Exhibit B

Investor Letter

Jefferson County, Colorado
100 Jefferson Parkway
Golden, Colorado 80419

Kline Alvarado Veio, P.C.
1775 Sherman Street, Suite 1790
Denver, Colorado 80203

Re: Amendment to Mesa County, Colorado, Revenue Bond (Hospice and Palliative Care of Western Colorado Project), Series 2007 (the "Amended Bond")

Ladies and Gentlemen:

In connection with the private placement of the captioned Amended Bond issued pursuant to the terms of, and as defined in, the Amendment to Financing Agreement dated as of January __, 2017 (the "Amended Agreement") among Jefferson County, Colorado (the "Issuer"), Seniors' Resource Center, Inc. (the "Borrower") and FirstBank of Evergreen, as original purchaser, which amends that certain Financing Agreement dated as of August 30, 2010 (the "Original Agreement" and, together with the Amended Agreement, the "Financing Agreement"), the Purchaser hereby certifies as follows (undefined capitalized terms shall have the meaning set forth in the Financing Agreement).

The undersigned, an authorized representative of the Purchaser, hereby represents to you that:

1. We understand that we will not receive from Jefferson County, Colorado, (the "Issuer"), Seniors' Resource Center, Inc. (the "Borrower"), counsel for the Issuer, counsel for the Borrower, Kline Alvarado Veio, P.C. ("Bond Counsel"), their governing bodies, their County Commissioners, members or any of their officers, employees or agents, any information with respect to the use of the proceeds of the Amended Bond and the Property (as defined in the Financing Agreement), the Borrower, the Issuer, the Amended Bond itself, the provisions for payment thereof, the security therefor or the sufficiency of such provisions for payment thereof and security therefor, except information that (a) is contained in the Financing Agreement, the opinion of Bond Counsel rendered in connection with the issuance of the Amended Bond and in the other documentation executed in connection with the issuance of the Amended Bond, copies of which have been provided to us and reviewed by us prior to our purchase of the Amended Bond (the "Offering Information"), and (b) has been specifically requested by us from the Borrower, which has been provided to us and reviewed by us prior to our purchase of the Amended Bond (the "Additional Information").

2. None of the Issuer, the Borrower, counsel for the Issuer, counsel for the Borrower, Bond Counsel, their governing bodies, their members or any of their officers, employees or agents will have any responsibility to us for the accuracy or completeness of information (other than the Offering Information, for which the Issuer and counsel for the Issuer have no responsibility) obtained by us from any source regarding the Project, the Issuer, the Borrower, or their assets, businesses, circumstances, financial condition and properties, or regarding the Amended Bond, the provisions for payment thereof, or the sufficiency of any security therefor; provided, however, the Borrower shall be responsible for any Additional Information provided to the Purchaser in connection with the issuance of the Amended Bond. We acknowledge that, as between us and all of such parties: (a) we have assumed responsibility for obtaining such Additional Information and making such review as we have deemed necessary or desirable in connection with our decision to purchase the Amended Bond, and (b) the Offering Information and the Additional Information constitute all the information and, with the investigation made by us (including specifically our investigation of both the Borrower and the Property) prior to our purchase of the Amended Bond, review that we have deemed necessary or desirable in connection with our decision to purchase the Amended Bond.

3. We have been offered copies of or full access to all documents relating to the issuance of the Amended Bond and all records, reports, financial statements and other information concerning the Borrower and the Property as defined in the Financing Agreement and pertinent to the source of payment for the Amended Bond which we, as a reasonable investor, have requested and to which we, as a reasonable investor, would attach significance in making investment decisions. We have been afforded the opportunity to ask such questions of representatives of the Borrower as we have deemed necessary in making our investment decisions; and we have based our decision to invest in the Amended Bond solely on our own investigation, including, without limitation, our review of such documents, records, reports, financial statements and other information concerning the Borrower and the Project and discussions with representatives of the Borrower.

4. We are a bank, registered investment company, insurance company or other "accredited investor" as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission. We are duly and validly organized under the laws of our jurisdiction of incorporation for organization, and we can bear the economic risk of the purchase of the Amended Bond and have such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risk of an investment in the Amended Bond on the basis of the information and review described in paragraph 2.

5. We are the initial purchaser of the Amended Bond, and we reserve the right, subject to the terms of the Financing Agreement, to dispose of the Amended Bond if in the future we deem it advisable to do so.

6. We are duly and legally authorized to purchase obligations such as the Amended Bond.

7. We have not and will not rely on any action taken by the Issuer, including, but not limited to, issuance of the Amended Bond, as evidence that the Amended Bond or the Project (as

defined in the Financing Agreement) financed with the proceeds of the Amended Bond comply with the provisions of any legislation or that the security offered for the payment of the Amended Bond is adequate.

8. We understand that the Amended Bond has not been registered with any federal or state securities agency or commission.

9. We have satisfied ourselves that the Amended Bond is a lawful investment for this organization under all applicable laws.

10. We have carefully read and considered the Offering Information and the Additional Information in its entirety and understand the risks described therein and understand and acknowledge that there may exist other risks with respect to the Amended Bond that are not described therein.

11. We acknowledge that no credit rating has been sought or obtained from any nationally recognized statistical rating organization with respect to the Amended Bond, and we acknowledge that the Amended Bond is a speculative investment and that there is a high degree of risk in such investment.

12. We acknowledge that we have read the form of approving opinion of Bond Counsel regarding the Amended Bond.

13. We understand that the Issuer makes no representations and has supplied no information contained in the Offering Information or the Additional Information.

The foregoing representations shall survive the execution and delivery to us of the Amended Bond and the instruments and documents contemplated thereby.

Very truly yours,

FIRSTBANK OF EVERGREEN

Executive Vice President

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

**Governors Ranch Trail at Raccoon Creek
January 10, 2017**

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

ISSUE: Residents of the Governors Ranch neighborhood have requested that the County replace the current path surface and repair the retaining walls associated with the Raccoon Creek trail between Field Street and Kipling Parkway.

BACKGROUND: Last August, the Board of County Commissioners (BCC) was briefed on four possible options to address the issues raised by some residents of the Governors Ranch neighborhood regarding the trail:

Option 1 - Leave the trail as is.

Option 2 - Repair certain segments with replacement or recycled asphalt (mostly in the areas where tree roots are breaking through the path).

Option 3 - Replace the asphalt trail with a concrete trail. This option would be accompanied by a commitment from Foothills to maintain the path (and potentially own the tract).

Option 4 – Negotiate with the homeowners’ association (HOA) take over the maintenance of the tract (either maintenance or full ownership) which is contemplated in the zoning documents but was never implemented with the original development in the 1980s. However, the representatives of the HOA are focused on the options not involving the HOA.

All four options include either repairing or removing dry stack walls and removing or trimming trees where deemed necessary.

The BCC directed staff to move ahead with a variation of Option 4 – negotiate with the HOA to take ownership of the tract after the County replaces/repairs the asphalt path and repairs or removes some of the dry stack walls and removes or trims trees where deemed necessary. In addition the BCC directed staff to ask the HOA for a financial contribution to the repair of the path. Urban Drainage would continue the current maintenance of the creek itself, as well as some mowing along the edges of the creek.

DISCUSSION: The HOA board of directors met on October 13 and proposes the following:

- Jefferson County will surface the current trail with asphalt and remove any tree roots that impede the proper surface of the trail and remove/prune any trees that currently impose hazardous conditions along the trail.
- The HOA will take responsibility for mowing the trail area in a manner similar to what has been done in the past in this area (mowing as an open space area), take responsibility for future pruning of trees, take responsibility for the fencing along Field Street and take responsibility for maintenance of the trail.

- The ownership of the tract will remain with Jefferson County.
- The HOA will not contribute to the cost of the construction for the following reasons. The HOA declarations do not allow for an increase in the assessment over 12% per year. The HOA board does not feel that they can assess the homeowners for this project and if taken to a vote they would need a 67% vote of all owners which, historically, has been found nearly impossible to get on any subject.

RECOMMENDATIONS: Staff recommends that the BCC consider accepting the HOA proposal with the exception of further negotiating the ownership issue, which would include repairs/replacement of the trail in the future. Further, the County would retain a drainage easement over the tract to allow the County and Urban Drainage to access the property to perform drainageway work as necessary.

FISCAL IMPACT: Staff recommends the use of Conservation Trust Fund dollars to pay for the project, which is estimated at about \$300,000, if the design and construction is contracted out. There could be some cost savings if staff were to perform some or all of the work, depending on availability.

ORIGINATOR: Jeanie Rossillon, Director of Development and Transportation, ext. 8575

CONTACT FOR ADDITIONAL INFORMATION: Tom Hoby, Director of Open Space, ext. 5931

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

Intergovernmental Agreement between Jefferson County and the Colorado Department of Transportation for the WestConnect Planning and Environmental Linkages Study

January 10, 2017

For Information

For Discussion/Approval
Prior to Future Hearing

For Action

Issue: The WestConnect Planning and Environmental Linkages (PEL) Study is being managed by the Colorado Department of Transportation (CDOT). This PEL is part of the WestConnect Coalition collaborative effort between CDOT and various local jurisdictions within Jefferson, Broomfield, and Boulder Counties. CDOT's budget for the PEL is \$2 million and Jefferson County's financial contribution to this budget would be \$200,000 with the approval of this Intergovernmental Agreement (IGA).

Background: In 2014 and 2015 several local jurisdictions formed the WestConnect Coalition in a cooperative effort to identify and prioritize safety, congestion, and mobility improvements to the segment of C-470 between Kipling Boulevard and US 6, US 6 between C-470 and SH 58, and SH 93 between SH 58 and Marshall Road in Boulder County. The coalition members include Jefferson County, Boulder County, the City and County of Broomfield, and the cities of Lakewood, Golden, Arvada, Westminster, and Boulder, and the town of Superior. As part of the Coalition's efforts to identify solutions, CDOT budgeted \$2 million to conduct a PEL study of the corridor with local financial reimbursement amounts committed to by each coalition member. Jefferson County's financial commitment is \$200,000.

Discussion: This IGA formalizes the financial contribution of \$200,000 to the CDOT for the WestConnect PEL envisioned by the WestConnect Coalition. The PEL study is already underway and is being managed by CDOT.

Fiscal Impact: The \$200,000 contribution by Jefferson County is included in the approved 2017 General Fund budget.

Recommendation: Approve the IGA and the contribution amount of \$200,000.

Originator: Jeanie Rossillon, Development and Transportation, X8575
Steve Durian, Transportation and Engineering, X8498

Contacts for Additional Information: Steve Durian, Transportation & Engineering, X8498

(Local \$CDOTWRK)
PROJECT: NHPP R100-257 (21019)

REGION: 1 (JH)

CONTRACT

THIS CONTRACT, executed this ____ day of _____, _____ by and between the State of Colorado, for the use and benefit of the Colorado Department of Transportation ("State" or "CDOT") and Jefferson County, 100 Jefferson County Parkway, Golden, Colorado, 80419, CDOT Vendor #: 0002000068 ("Local Agency"), and the State and the Local Agency together shall be referred to as the "Parties."

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function 3030, GL Acct. 4512000010, WBS Element or Cost Center 21019.10.40, (Contract Encumbrance Amount: \$0.00).
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies..
3. Section 43-2-102 and 103, C.R.S require the State to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system;
4. The Local Agency has estimated the contribution and is prepared to provide the funding required for their contribution toward the Project, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this agreement and to expend its funds for the Contribution
5. The Local Agency has funds available and desires to provide 100% of the funding for the Work.
6. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S. and **Exhibit B**.
7. The parties hereto desire to agree upon the division of responsibilities with regard to the project.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The work under this Contract shall consist of Local Agency will contribute funds for the WestConnect Coalition PEL, and the Local Agency shall provide their Contribution toward the Project, in the western side of the Denver Metropolitan Area, Colorado, as more specifically described in **Exhibit A**.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. This Contract
2. **Exhibit A** (Scope of Work)
3. Other Exhibits in descending order of their attachment.

Section 3. Term

This agreement shall be effective upon approval of the CDOT Chief Engineer or designee. The term of this agreement shall continue through the completion and final acceptance of the Project by the State, FHWA and the Local Agency.

Section 4. Project Funding Provisions

- A. The Local Agency has estimated the total cost of the Contribution and is prepared to provide its funding, as evidenced by an the signing of this Contract, which expressly authorizes the Local Agency the authority to expend its Contribution toward the Project.
- B. The contribution is estimated to be \$200,000.00.
- C. **The maximum amount payable by the Local Agency under this contract shall be \$200,000.00** unless such amount is increased by an appropriate written modification to this contract executed by the Parties hereto before any increased cost is incurred
- D. The Parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination..

Section 5. Project Payment Provisions

- A. The Local Agency will reimburse the State for incurred costs relative to the project following the Local Agency's review and approval of such charges, subject to the terms and conditions of this agreement.
- B. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:
 1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
 2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.
- C. The State will prepare and submit to the Local Agency, no more than monthly, charges for costs incurred relative to the project. The State's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format.

Section 6. State and Local Agency Commitments

The Scope of Work (**Exhibit A**) describes the work to be performed.

- A. Design [if applicable]
 1. If the work includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the State shall comply with the following requirements, as applicable:
 - a. perform or provide the Plans, to the extent required by the nature of the work.
 - b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
 - c. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction.
 - d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
 - e. stamp the Plans produced by a Colorado Registered Professional Engineer.
 - f. provide final assembly of Plans and contract documents.
 - g. be responsible for the Plans being accurate and complete.

- h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.

B. Construction [if applicable]

1. If the work includes construction, the State shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work (**Exhibit A**). Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement.
2. Subject to Section 5, if the State is the responsible party:
 - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the State Agency Project Engineer (SAPE), to perform that administration. The SAPE shall administer the project in accordance with this agreement, the requirements of the construction contract and applicable State procedures.
 - b. if bids are to be let for the construction of the project, the State shall, in conjunction with the Local Agency, advertise the call for bids and upon concurrence by the Local Agency will award the construction contract(s) to the low responsive, responsible bidder(s).
 - (1) in advertising and awarding the bid for the construction of a federal-aid project, the State shall comply with applicable requirements of 23 USC § 112 and 23 CFR Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that the State/contractor shall incorporate Form 1273 in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefore, as required by 23 CFR 633.102(e).
 - (2) the Local Agency has the option to concur or not concur in the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare its concurrence or non-concurrence within 3 working days after said bids are publicly opened.
 - (3) by indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the work under this project if no additional federal-aid funds will be made available for the project.
 - c. If all or part of the construction work is to be accomplished by State personnel (i.e. by force account), rather than by a competitive bidding process, the State will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.

Section 7. ROW Acquisition and Relocation

If the Project includes right of way, prior to this project being advertised for bids, the State will certify in writing that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at <http://www.coloradodot.info/business/manuals/right-of-way>.

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the Local Agency obtains title.

Section 8. Utilities

If necessary, the State will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the responsible party will certify in writing that all such clearances have been obtained.

Section 9. Railroads

In the event the Project involves modification of a railroad company's facilities whereby the work is to be accomplished by railroad company forces, the State shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the work without compliance. The State shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

1. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
2. Obtaining the railroad's detailed estimate of the cost of the work.
3. Establishing future maintenance responsibilities for the proposed installation.
4. Prescribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
5. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 10. Environmental Obligations

The State shall perform all work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

Section 11. Maintenance Obligations

The State will maintain and operate the improvements constructed under this agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. The State will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations. The State and FHWA will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 12. Record Keeping

The State shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this agreement. The State shall maintain such records for a period of three (3) years after the date of termination of this agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The State shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the Local Agency and FHWA to inspect the project and to inspect, review and audit the project records.

Section 13. Termination Provisions

This agreement may be terminated as follows:

- A. Termination for Convenience. The State may terminate this agreement at any time the State determines that the purposes of the distribution of moneys under the agreement would no longer be served by completion of the

project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

- B. **Termination for Cause.** If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this agreement, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this agreement, the State shall thereupon have the right to terminate this agreement for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this agreement shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the agreement by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the agreement had been terminated for convenience, as described herein.

Section 14. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this agreement and to bind the Local Agency to its terms. The person(s) executing this agreement on behalf of the Local Agency warrants that such person(s) has full authorization to execute this agreement.

Section 15. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region 1, 425 A Corporate Circle, Golden, CO 80401. Said Region Director will also be responsible for coordinating the State's activities under this agreement and will also issue a "Notice to Proceed" to the Local Agency for commencement of the work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 1 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to the State:
Neil Ogden
CDOT Region 1
425 A Corporate Circle
Golden, Colorado 80401
720-497-6928
neil.ogden@state.co.us

If to the Local Agency:
Steve Durian
Jefferson County
100 Jefferson County Parkway
Golden, Colorado 80419
303-271-8498
sdurian@co.jefferson.co.us

Section 16. Successors

Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 17. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

Section 18. Governmental Immunity

Notwithstanding any other provision of this agreement to the contrary, no term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 19. Severability

To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 20. Waiver

The waiver of any breach of a term, provision, or requirement of this agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 21. Entire Understanding

This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 22. Survival of Agreement Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the agreement shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 23. Modification and Amendment

This agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

Section 24. Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p style="text-align: center;">THE LOCAL AGENCY Jefferson County</p> <p>By: Title:</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR Colorado Department of Transportation</p> <p>By _____</p> <p style="text-align: center;">Joshua Laipply, P.E., Chief Engineer (For) Shailen P. Bhatt, Executive Director</p> <p>Date: _____</p>
<p style="text-align: center;">2nd The Local Agency Signature [if Needed]</p> <p>By: Title:</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	

EXHIBIT A – SCOPE OF WORK

WestConnect Coalition Planning and Environmental Linkage (PEL) Study

1. PROJECT BACKGROUND

The WestConnect Corridor is located on the western side of the Denver Metropolitan Area. The areas adjacent to this corridor are experiencing high rates of population growth and development. The Study Area for the WestConnect Coalition PEL is defined as C-470 from Kipling to I-70/US 6 and US6/SH 93 from Golden to Marshall Road in Boulder County.

To address the increased demand on the Study Area's transportation system the WestConnect Corridor Coalition (The Coalition) was established. The Coalition is made up of City, County, and State Agencies within the Study Area. The mission of the Coalition is to collaboratively design and effectuate solutions enhancing the public's welfare, safety, and mobility along the WestConnect Corridor and connecting feeder roadways.

The Coalition has partnered with CDOT to determine how these elements fit together and how the State Highway System needs to function in order to facilitate a healthy multimodal corridor in consideration of these potential and real improvements. This PEL is intended to study how these segments fit into the larger Corridor picture with respect to ongoing development and potential transportation improvements

2. SCOPE OF WORK

The project shall evaluate the existing and future (2040) operating conditions and features of the WestConnect Corridor. In this study, the consultant shall produce a Planning and Environmental Linkage (PEL) Report with the goal of identifying existing conditions, anticipated problem areas, and develop and evaluate a range of multimodal improvements to reduce congestions and improve operations and safety of the highway within the study area. The roadway will be examined to determine transportation operational needs based on existing and future traffic analysis. These needs could include adding capacity, interchange modifications, safety improvements, intersection improvements, express toll lanes, climbing lanes, Intelligent Transportation Systems (ITS), frontage roads, shoulder widths, and other possible safety improvements. The operational needs should include multimodal considerations including bike and pedestrian facilities, bus/HOV/managed lanes, bus on shoulder, and Park & Ride Locations. A traffic analysis of the entire corridor will be conducted. Alternatives development in the PEL will be primarily focused on the Gap segments. This PEL will prioritize alternatives for potential projects throughout the Corridor. This may include priorities identified by Local Agencies in their existing plans.

EXHIBIT B – LOCAL AGENCY RESOLUTION

LOCAL AGENCY
ORDINANCE
or
RESOLUTION

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER**Board of Adjustment-Zoning Resolution, Policy and Bylaws
January 10, 2017** For Information For Discussion/Approval
Prior to Future Hearing For Action**BACKGROUND:**

On December 6, 2016, the BCC was briefed regarding changes to Section 4 of the Jefferson County Zoning Resolution. The intent of the briefing was to seek direction from the commissioners on revising Section 4 in order to remove regulatory provisions regarding how the Board of Adjustment (BOA) operates. Removing these regulations from the Zoning Resolution and drafting a Board of Adjustment Policy consistent with other appointed county boards and commissions was presented. Additionally, drafting a set of Bylaws, similar to the Planning Commissions' was presented. At that briefing, the BCC agreed in concept to have staff draft changes to Section 4, draft a Board of Adjustment Policy and draft a set BOA Bylaws. Staff committed to briefing the BCC with all drafts prior to moving ahead with the regulation revision process.

DISCUSSION:

In order to create flexibility as well as to align the processing of BOA applications with other Planning and Zoning applications, staff drafted revisions to Section 4 of the Zoning Resolution, and created drafts of a County Policy and a set of Bylaws.

Draft of Zoning Resolution Section 4-attached (relocate language into draft Policy and Bylaws):

- Remove time and day of week of when the BOA must meet
- Remove quorum number
- Remove general "expectation" language required of any board or commission
- Remove "keeping of minutes" language
- Remove other items typically found in Policies and Bylaws
- Add Appeal language

Draft BOA Policy-attached:

- Establishment
- Responsibilities
- Membership (Composition, Tenure, Appointments, Vacancies)
- Bylaws
- Meetings (Time and Quorum)
- Remuneration
- Staff

Draft Bylaws for BOA adoption-attached:

- Purpose, Authority, Membership
- Officers- Terms, Duties of Chairman and Vice-Chairman, Election of Officers
- Committees
- Minutes/ Recording
- Voting
- Meetings/Agendas
- Conflicts of Interest

FISCAL IMPACT:

None identified at this time.

RECOMMENDATIONS:

Direct staff to process the proposed draft revisions to Section 4 of the Zoning Resolution and to prepare the draft BOA Policy for adoption at a future Public Hearing.

CONTACTS:

Jeanie Rossillon, Director of Development and Transportation

John Wolforth, Director of Planning & Zoning

Kate Newman, Deputy County Manager

SECTION 4: THE BOARD OF ADJUSTMENT

(orig. 5-6-46)

A. Rules of Procedure

1. Meetings

- a. ~~Regular meetings of the Board of Adjustment shall be held on the first Wednesday and the third Wednesday of each month at 9:00 a.m. (orig. 5-6-46; am. 3-17-58; am. 4-30-69)~~
- b. ~~Special meetings may be called by the Chairman and at such other times as the Board may determine. (orig. 5-6-46; am. 12-17-02)~~
- c. ~~All meetings shall be open to the public. (orig. 5-6-46; am. 12-17-02)~~
- d. ~~A quorum of the Board of Adjustment shall consist of 4 members. (orig. 5-6-46; am. 12-17-02)~~
- e. ~~The members of the Board shall attend meetings of the Board in person. (orig. 5-6-46)~~
- f. ~~The Chairman, or if absent, the Vice Chairman or the Acting Chairman, may administer oaths and compel the attendance of witnesses. (orig. 5-6-46)~~
- g. ~~The Board shall keep minutes of its proceedings, showing the vote of each member on each question, or if absent or failing to vote indicating such fact; and it shall also keep records of its examinations and other official actions, all of which shall be filed immediately in the offices of the Board and shall be a public record. (orig. 5-6-46)~~
- h. ~~The concurring vote of 4 members of the Board shall be necessary to reverse any order, requirement, or decision or determination of the Director of Planning and Zoning (also called the Zoning Administrator prior to March 3, 2015), or to decide in favor of the applicant, any matter upon which it is required to pass under the Zoning Resolution, or to effect any variation herein. An Appeal may be taken from any final action of the Director of Planning and Zoning to the Board of Adjustment by any person aggrieved, or by an officer, department, or board of the County. Such Appeal shall be taken within 30 days after the date of the final decision of the Director of Planning and Zoning, by filing with the Director of Planning and Zoning and the Board of Adjustment, a Notice of Appeal specifying the grounds thereof. (orig. 5-6-46; am. 3-28-00; am. 12-17-02; am. 12-14-04; am. 3-3-15)~~

2. Cases Before the Board

- a. ~~Every application, appeal or petition to the Board shall be made to the Board on forms especially provided, and shall include the data required in such forms so as to supply all of the information necessary for a clear understanding and intelligent action by the Board. (orig. 5-6-46)~~
- b. ~~Any communication purporting to be an application, appeal or petition shall be regarded as mere notice of intention to seek relief until it is made in the form required. (orig. 5-6-46)~~
- c. ~~Upon receipt of any such communication, the writer shall be supplied with the proper forms for presenting an application, appeal or petition. If the required data is not submitted within the time provided for Appeal, the case may be dismissed for lack of prosecution. (orig. 5-6-46)~~
- d. ~~When an Appeal is filed, the Director of Planning and Zoning shall forthwith transmit to the Board of Adjustment, all papers pertaining to the case. (orig. 5-6-46; am. 3-28-00; am. 12-17-02; am. 3-3-15)~~

3. Calendar of Cases – Notice of Hearing

- a. Not less than 15 days notice of the time and place of a Board of Adjustment hearing shall be given by posting a sign in a prominent place on the property which is the subject of such application or appeal. (orig. 5-6-46; am. 12-17-02)

- b. Notification Criteria: The Director of Planning and Zoning shall determine, at their discretion, the potentially affected property owners related to the specific Board of Adjustment request. This may include the adjacent property owners and any other properties that may be impacted by the proposed request. Once the potentially affected property owners have been determined, the County shall notify all potentially affected owners in writing of the proposed Board of Adjustment request and schedule hearing date and time.(orig. 3-26-13; am. 3-3-15)
- ~~c. Any applicant or appellant, and any resident or taxpayer of Jefferson County, who desires to oppose the application or appeal and be heard at Board hearing, may appear in person, by agent, or by attorney. (orig. 5-6-46; am. 12-17-02; am. 12-14-04)~~

~~4. Final Disposition of Cases~~

- ~~a. Every decision of the Board on any case shall be by Resolution indicating the reasons of the Board's decision. (orig. 5-6-46; am. 12-17-02)~~
- ~~b. The final disposition of any Appeal from the Director of Planning and Zoning before the Board of Adjustment shall be in the form of a resolution, either affirming, reversing or modifying the order, requirement, decision or determination appealed from. If a resolution fails to receive 4 votes in favor of the appellant upon appeal or of the applicant for a variation from the zoning regulations, the action will be deemed equivalent to a denial, and a resolution denying such application or appeal shall be formally entered upon the record unless there be a member absent at the roll call and unless the vote of each absent member added to those voting for an applicant or appellant would equal 4, in which case the matter will be laid over for hearing before the full Board. (orig. 5-6-46; am. 3-28-00; 12-17-02; am. 3-3-15)~~
- ~~c. No application or appeal dismissed or denied can be considered again except on a motion to reconsider the vote or on a request for rehearing. No request to grant a rehearing will be entered unless new evidence is submitted which would not have been with due diligence, presented at the previous hearing. (orig. 5-6-46; am. 12-17-02)~~
- ~~d. The Board may, on a motion by any member, review any decision that it has made and may reverse or modify such decision, but no such review shall prejudice the right of any person who has, in good faith, acted thereon before ruling is reversed or modified. (orig. 5-6-46)~~

5. Zoning Application

- ~~a. No application for a variation from the course prescribed by this Zoning Resolution shall be heard by the Board of Adjustment except in a specific case and from an order, requirement, decision or determination made by the Director of Planning and Zoning upon the ground that the proposed plan or use is contrary to provision of this Zoning Resolution. (orig. 5-6-46; am. 3-28-00; am. 12-17-02; am. 3-3-15)~~
- ~~b. No such application shall be entertained unless the application is filed within 30 calendar days after the date of the action of the Director of Planning and Zoning. (orig. 5-6-46; am. 3-28-00; am. 12-17-02; am. 12-14-04; am. 3-3-15)~~
- c. Upon written request by the applicant, a case can be continued or held inactive prior to public hearing for a period not exceeding 60 calendar days. After this time, the application shall be considered withdrawn. (orig. 7-1-03)
- d. As soon as any application is completed by the filing of the necessary data, the County shall fix a reasonable time for the hearing and give due notice thereof to the parties. (orig. 5-6-46; 12-17-02)
- ~~e. At the time of the hearing, the applicant states the case, then the opposition shall be heard and the applicant shall have the opportunity to reply. (orig. 5-6-46)~~
- f. No application that has been dismissed or denied can be entertained in a case in which the applicant, by filing new plans, has obtained a new decision from the Director of Planning and

Zoning, unless the new plans materially change the aspects of the case. (orig. 5-6-46; am. 3-28-00; am. 12-17-02; am. 3-3-15)

6. Application Fees

Accompanying each application for an Appeal, Special Exception, or Variance shall be a nonrefundable processing fee in an amount established by the Board of County Commissioners. (orig. 8-7-74; am. 5-21-79; am. 5-3-94)

B. Establishment

~~A Board of Adjustment is hereby established, the members of which shall be appointed by the Board of County Commissioners. The word "Board" when used in this section shall be construed to mean the Board of Adjustment. The Board shall consist of 5 members, not more than 2 of whom at any time may be members of the Jefferson County Planning Commission. Each member shall serve 3 years or until their respective successors have been appointed. The terms of office shall be staggered so that the term of at least one member will expire each year. Vacancies shall be filled and associate members may be appointed as provided by law. Members of the Board of Adjustment as constituted at the time of enactment of this Zoning Resolution or any amendment to this section, shall be continued in office for the duration of their appointed terms. (orig. 5-6-46; am. 7-12-94; am. 12-17-02)~~

C. Officers

~~The Board shall, at its first regular meeting of such year, select a Chairman and a Vice Chairman. The Chairman shall preside at meetings and shall perform all duties usual and ordinary for the presiding officer of any Board or group. The Vice Chairman shall perform the duties of the Chairman in the absence of the Chairman. (orig. 5-6-46; am. 12-17-02)~~

D. Powers

The Board shall have the following powers: (orig. 5-6-46)

1. Appeals

To hear and decide upon Appeals where it is alleged by the appellant that there is an error in any order, requirement, decision or refusal made by an administrative official or agency based on or made in enforcement of this Zoning Resolution. (orig. 5-6-46; am. 12-6-71; am. 12-17-02)

An Appeal may be taken from any final action of the Director of Planning and Zoning to the Board of Adjustment by any person aggrieved, or by an officer, department, or board of the County. Such Appeal shall be taken within 30 days after the date of the final decision of the Director of Planning and Zoning, by filing with the Director of Planning and Zoning and the Board of Adjustment, a Notice of Appeal specifying the grounds thereof.

2. Special Exceptions

To hear and decide requests for Special Exceptions or for interpretations of the Zoning Maps or for decisions upon other special questions upon which the Board is authorized by this section to pass. (orig. 5-6-46; am. 12-6-71)

- a. To interpret the Zoning Maps to carry out the intent and purpose of the Zoning Maps where the street or highway layout on the ground varies from the street or highway layout shown on the Zoning Map. (orig. 5-6-46; am. 12-6-71)
- b. Mining and attendant operations, previously approved by the Board of Adjustment, shall henceforth be administered and enforced pursuant to the Definitions Section of this Zoning Resolution. There shall be no Special Exceptions approved by the Board of Adjustment to allow mining in the M-C Zone District subsequent to June 1, 1993, the effective date of this Zoning Resolution. (orig. 6-1-93; am. 12-17-02)

- c. To permit in any zone district the temporary occupation, for residential purposes, of a temporary living quarter as defined in the Definitions Section of this Zoning Resolution. Temporary living quarters may be permitted only in circumstances where a permanent dwelling is being constructed on the same or abutting property. Such permit may be granted only when the following requirements have been met: (orig. 12-6-71; am. 8-7-74; am. 12-17-02; am. 10-25-05)
 - (1) Where a permanent dwelling and the temporary living quarters are requested to be constructed, the following must be shown: (orig. 8-7-74; am. 12-17-02)
 - (a) Proof of financing has been presented for the permanent dwelling. (orig. 12-6-71)
 - (b) A Building Permit has been obtained for the permanent dwelling. (orig. 12-6-71)
 - (c) A permit for an individual septic system or other sewage disposal facility, approved by Public Health, exists for such temporary living quarters. (orig. 12-6-71; am. 12-17-02; am. 10-13-09)
 - (d) A well permit has been obtained or public water supply exists for such temporary living quarters. (orig. 12-6-71; am. 12-17-02)
 - (e) Any other restrictions as may be deemed necessary by the Board of Adjustment. (orig. 12-6-71)
 - (2) The permit may be granted only to the true fee owners of the property on which the permanent home is to be constructed. Only 1 temporary living quarter may be permitted on the property and may be occupied by either the true fee owner or the contractor or builder upon approval by the Board. (orig. 12-6-71; am. 8-7-74; am. 12-17-02; am. 10-25-05)
 - (3) Permits may be granted for a period of up to 1 year and may be renewed after a complete rehearing is held thereon by the Board of Adjustment. (orig. 12-6-71; am. 8-7-74; am. 6-14-88; am. 12-17-02; am. 10-25-05)
- d. To permit in any zone district temporary buildings and/or temporary uses as follows: (orig. 5-6-46; am. 12-6-71; am. 1-17-84)
 - (1) A building for temporary purposes if such use is authorized by the zoning on the property, or; (orig. 1-17-84)
 - (2) A temporary use of land and/or associated temporary buildings for any purpose or use which is clearly incidental to the development of the property. (orig. 5-6-46; am. 12-6-71; am. 1-17-84)
 - (3) Such Special Exception shall in no case be granted for use of a temporary building for residential occupancy unless a substantial need for security personnel on the property for which the permit is sought has been established. (orig. 5-6-46; am. 12-6-71; am. 1-17-84; am. 10-25-05)
 - (4) When requesting a construction trailer or where a substantial need for security personnel on the property has been shown, the following requirements must be met: (orig. 8-7-74; am. 12-17-02; am 10-25-05)
 - (a) A permit for an Individual Sewage Disposal System or other sewage disposal facility, approved by Public Health, exists for such temporary structure. (orig. 12-6-71; am. 12-17-02; am. 10-25-05; am. 10-13-09)
 - (b) A well permit has been obtained or public water supply exists for such temporary structure. (orig. 12-6-71; am. 12-17-02; am. 10-25-05)
 - (c) Any other restrictions as may be deemed necessary by the Board of Adjustment. (orig. 12-6-71; am. 10-25-05)

- (5) Such Special Exception, if issued, will be valid for a period of 1 year and thereafter may be renewed annually after a complete rehearing by the Board of Adjustment. A maximum of 5 total years, beginning from the date that the first Special Exception was granted, shall be allowed. (orig. 5-6-46; am. 12-6-71; am. 1-17-84)

NOTE: If an applicant has been granted a Special Exception for a temporary use of land and/or building for 5 years or more, at time of adoption of this change, the Board of

Adjustment may not grant a renewal for a Special Exception for more than 1 additional year. (orig. 1-17-84)

- (6) The Board shall, at the time of approval thereof, establish restrictions on location, access, heights, setbacks, water and sewer facilities, public improvements, and any other reasonable stipulations deemed necessary for the protection of the health, safety and welfare of the citizens of Jefferson County. (orig. 5-6-46; am. 12-6-71; am. 1-17-84)
- e. To permit home occupations which do not meet the provisions of the Home Occupations Section of this Zoning Resolution, subject to the following limitations: (orig. 11-15-65; am. 12-6-71; am. 6-23-81; am. 7-11-07)
- (1) The Board shall not permit any home occupation specifically excluded in the Home Occupations Section of this Zoning Resolution. (orig. 6-23-81; am. 7-11-07)
 - (2) Such home occupation shall be approved initially for a period of up to one year and may be renewable for periods of greater duration after complete rehearing thereon by the Board of Adjustment. (orig. 6-23-81)
 - (3) The Board shall, at the time of approval thereof, establish restrictions on location, access, water and sewer facilities and any other reasonable stipulations deemed necessary for the protection of the health, safety and welfare of the citizens of Jefferson County. (orig. 6-23-81)
 - (4) In approval or denial of home occupations herein, the Board of Adjustment shall give consideration to all incidental uses in connection therewith concerning the extent of retail sale of commodities, if any. (orig. 11-15-65; am. 12-6-71)
 - (5) Such home occupation shall be conducted by the inhabitants of the residential property and shall terminate automatically upon any conveyance of possession or termination of lease or rental agreement. (orig. 11-15-65; am. 12-6-71; am. 6-23-81)
 - (6) Such home occupation shall be approved only if it is compatible with the general spirit and intent of this Zoning Resolution and to promote the general welfare. (orig. 11-15-65; am. 12-6-71; am. 12-17-02)
 - (7) The impact of the home occupation shall not adversely affect the character of the surrounding area. (orig. 7-1-03)
 - (8) One wall sign shall be allowed not to exceed 4 square feet. The sign shall have no exterior, interior or neon lighting. (orig. 7-1-03)
 - (9) Maximum number of employees: one. (orig. 7-1-03)
- f. To permit the short-term rental of a single-family dwelling subject to the following criteria: (orig. 1-1-12)
- (1) The Board of Adjustment may permit a short-term rental within the R-1, RR, MR-1, SR-1, SR-2, SR-5, A-1, A-2 or A-35 zone districts or a comparable Planned Development zone district. (orig. 1-1-12)
 - (a) The Board of Adjustment, in reviewing and making its decision upon such applications shall consider the impacts of the proposed use upon property in the

surrounding area, including but not limited to: (orig. 1-1-12)

- (a-1) Traffic impacts, volume of trips, safety and access; (orig. 1-1-12)
- (a-2) Fire hazards; (orig. 1-1-12)
- (a-3) Visual and aesthetic impact, including bulk and scale of buildings as they relate to the uses on surrounding properties; (orig. 1-1-12)
- (a-4) Noise; (orig. 1-1-12)
- (a-5) Drainage, erosion and flood hazards; (orig. 1-1-12)
- (a-6) Community character; (orig. 1-1-12)
- (a-7) Adequate water and sewage disposal availability; (orig. 1-1-12)
- (a-8) The availability of methods of mitigating the negative impacts of the proposed use upon the surrounding area; (orig. 1-1-12)
- (a-9) The compatibility of the short-term rental with the existing and allowable land uses in the surrounding area; and (orig. 1-1-12)
- (a-10) The effect upon health, safety and welfare of the residents in the surrounding area. (orig. 1-1-12)

- (b) Where reasonable methods or techniques are available to mitigate any negative impacts which could be generated by the proposed use upon the surrounding area, the Board of Adjustment may condition the decision to approve the Special Exception application upon implementation of such methods or techniques. (orig. 1-1-12)

(2) Limitations upon Short-term Rental Special Exception Applications (orig. 1-1-12)

- (a) The lot, parcel, or boundary area subject to the Special Exception must conform to: (orig. 1-1-12)
 - (a-1) A minimum lot size of one acre, and (orig. 1-1-12)
 - (a-2) Building standards of the underlying zone district. (orig. 1-1-12)
- (b) The proposed short-term rental shall provide a minimum of one (1) off-street parking spaces, plus one (1) additional off-street parking space per bedroom room. For example, a five-bedroom residence must have seven off-street parking spaces to meet this criterion. (orig. 1-1-12)
- (c) The property owner shall comply with any defensible space requirements as set forth in the Wildfire Hazard Overlay District. (orig. 1-1-12)
- (d) Valid water and sanitation must be provided either by an appropriate water and sanitation district or by a valid well permit and individual sewage disposal system (ISDS) permit specific to the property. (orig. 1-1-12)
- (e) The lot, parcel, or boundary area subject to the Special Exception shall take legal access from a County maintained right-of-way or a private road that meets the minimum standard for private roads and driveways or non-maintained County right-of-way as set forth in the Jefferson County Transportation Design and Construction manual. (orig. 1-1-12; am. 11-24-15)
- (f) The short-term rental shall offer overnight accommodations in the primary single family dwelling in existence on the property, not in an accessory dwelling unit. The

entire property including accessory uses in the corresponding zone district may be utilized by the guests of the short- term rental. (orig. 1-1-12)

(g) The property owner may not, at the time of application for the Special Exception, be the subject of an ongoing zoning violation other than the short-term rental of a single-family dwelling. (orig. 1-1-12)

(h) No substantial detriment to the intent of the Zoning Resolution will be caused.

(3) Such Special Exception, if granted, will be valid for a period of six months and thereafter may be renewed annually after a complete rehearing by the Board of Adjustment to determine that the use is in compliance with the intent and purpose for which the Special Exception was granted. (orig. 1-1-12)

(4) Upon an affirmative decision, the applicant shall submit a request for a Short-term Rental Permit including documentation that all requirements of the Special Exception granted pursuant to this section have been fulfilled. (orig. 1-1-12)

3. Variances

To authorize Variances from the strict application of this Zoning Resolution, so as to relieve difficulties or hardships where by reason of exceptional narrowness, shallowness or shape of a specific piece of property at the time of the enactment of this Zoning Resolution or amendment thereof, or by reason of exceptional topographic condition or other extraordinary and exceptional situation or condition of such piece of property, the strict application of any zoning regulation adopted would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon the owner of such property; provided however, that such relief may be granted only without substantial detriment to the public good and without substantially impairing the intent and purpose of this Zoning Resolution and the Zoning Maps. (orig. 5-6-46; am. 12-6-71; am. 12-17-02)

a. Access Construction Criteria

The Board of Adjustment, upon application thereto, may authorize a Variance to the access standards, defined in the General Provisions Section of this Zoning Resolution, for the purpose of relieving difficulties or hardships due to topographic conditions; limited opportunities for the realignment of the access; or other difficulties which constrain or prohibit compliance with the General Provisions Section of this Zoning Resolution. In such cases the Board of Adjustment must consider the following. (orig. 12-5-95; am. 12-17-02; am. 7-11-07)

(1) A drawing of the subject access drawn to scale, submitted by the applicant and signed and sealed by a licensed surveyor or engineer, which depicts the existing or proposed access and which clearly indicates those criteria in the Transportation Design and Construction Manual or the Zoning Resolution, which are and are not satisfied. (orig. 12-5-95; am. 12-17-02; am. 11-24-15)

(2) A letter from the appropriate fire protection district which evaluates the suitability of the existing and/or proposed access for fire protection services. (orig. 12-5-95)

(3) A report submitted by the applicant for property located within the Wildfire Hazard Overlay Zone which describes those site and building-related factors which contribute to the risks associated with wildfire and those building-design and technology-based factors, either existing or proposed, which mitigate the hazards associated with wildfire. Examples of contributing factors are: marginal water supplies and delivery systems, either on-site or off-site; the capabilities and response time of the local fire protection district; the presence of "heat traps" such as decks and roof overhangs; fuel sources, and topography. Examples of building design and technology based mitigation strategies are: exceptional water supplies and delivery systems, either on-site or off-site; fire resistive construction techniques and materials; irrigated lawns or groundcovers around the structure; fire department-approved suppression systems; monitored suppression systems and/or monitored detection/alarm systems. (orig. 12-5-95)

b. Access Width Criteria

In determining whether to grant a Variance for access, the Board of Adjustment shall consider the evaluation by the fire protection district and shall only grant a Variance contrary to such evaluation upon detailed findings that support a conclusion that no substantial detriment to the public good nor harm to the general purpose and intent of the Zoning Resolution will be caused thereby. (orig. 12-5-95; am. 12-17-02)

c. Parking

(1) Where it is found by the Board of Adjustment, upon application thereto, that the parking demand engendered by the different uses, included in any joint arrangements to provide parking stalls required herein, occurs at definite different times of day, as in the case of a theater generating demand for parking after normal daytime business hours and a store generating demand for parking during such daytime hours and in such similar cases, the Board may reduce the total number of parking stalls to be jointly provided. (orig. 12-9-57; am. 8-6-80)

(2) In a case where any public or private off-street parking facility, to be opened for public use free of charge or at reasonable rates, is planned or in process of development and where the Board of Adjustment has reasonable assurance that such development will be carried to completion and will, when completed, relieve the parking demand in an area within 500 feet thereof, the Board may establish a reasonable time period within which such area shall be provided with the required space of all or any portion of such development. The provisions of paragraph 3 above may be applied by the Board of Adjustment. (orig. 12-9-57; am. 8-6-80)

(3) In a case where it is clearly shown by the applicant, to the satisfaction of the Board of Adjustment, that the provision of the amount of the space required herein for parking stalls, because of the particular nature of a proposed use, would be unnecessary, particularly difficult or create unnecessary hardship, the Board of Adjustment may reduce such requirements. (orig. 12-9-57; am. 8-6-80)

d. To hear and decide requests for Variances from the requirements of the Flood Plain (F-P) Overlay Zone District, and to hear and decide Appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Director of Planning and Zoning in the enforcement or administration of the Flood Plain Overlay Zone District. (orig. 5-31-88; am. 12-17-02; am. 3-3-15)

(1) In ruling upon such Appeals and Variance requests, the Board shall consider all technical evaluations, relevant factors, standards specified in other sections of this Zoning Resolution, and the following: (orig. 5-31-88; am. 12-17-02)

(a) The danger that materials may be swept onto other lands to the injury of others. (orig. 5-31-88)

(b) The danger to life and property due to flooding or erosion damage. (orig. 5-31-88)

(c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owners. (orig. 5-31-88)

(d) The importance of the services provided by the proposed facility to the County. (orig. 5-31-88)

(e) The necessity to the facility of a waterfront location, where applicable. (orig. 5-31-88)

(f) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage. (orig. 5-31-88)

(g) The compatibility of the proposed use with the existing and anticipated development. (orig. 5-31-88)

- (h) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area. (orig. 5-31-88)
 - (i) The safety of access to the property in times of flood for ordinary and emergency vehicles. (orig. 5-31-88)
 - (j) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site. (orig. 5-31-88)
 - (k) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, streets and bridges. (orig. 5-31-88)
- (2) The Board may grant a Variance provided that the following conditions are met. (orig. 5-31-88)
- (a) Generally, Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base level, providing items (a) through (f) of paragraph D.3.d.(1) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the Variance increases. (orig. 5-31-88; am. 12-17-02)
 - (b) Variances may be issued for the repair or rehabilitation of structures listed on the National Register of Historic Places or the State Inventory of Historic Places upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure. (orig. 5-31-88; am. 8-27-13)
 - (c) Variances shall not be issued within any designated floodway (high hazard area) if any increase in flood levels during the base flood discharge would result. (orig. 5-31-88)
 - (d) Variances shall only be issued upon a determination that the Variance is the minimum necessary, considering the flood hazard, to afford relief. (orig. 5-31-88)
 - (e) Variances shall only be issued upon the following. (orig. 5-31-88)
 - (e-1) A showing of good and sufficient cause. (orig. 5-31-88)
 - (e-2) A determination that failure to grant the Variance would result in exceptional hardship to the applicant. (orig. 5-31-88)
 - (e-3) A determination that the granting of a Variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public as identified in paragraph D.3.d.(1) or conflict with other sections of this Zoning Resolution. (orig. 5-31-88; am. 12-17-02)
 - (f) Any applicant to whom a Variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk from the reduced lowest floor elevation. (orig. 5-31-88)

- (3) Upon consideration of the factors of paragraph D.3.d.(1). and the purposes of this Zoning Resolution, the Board may attach such conditions to the granting of Variances as it deems necessary to further the purposes of this Zoning Resolution. (orig. 5-31-88; am. 12-17-02)
 - (4) The Director of Planning and Zoning shall maintain the records of all Appeal actions, including technical information, and report any Variances to the Federal Emergency Management Agency. (orig. 5-31-88; am. 12-17-02; am. 3-3-15)
- e. To hear and decide requests for Variances from the requirements of the Mountain Ground Water Overlay District, and to hear and decide Appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Director of Planning and Zoning in the enforcement or administration of the Mountain Ground Water Overlay District. (orig. 7-11-07; am. 3-3-15)
- (1) In ruling upon such Appeals and Variance requests, the Board shall consider all technical evaluations, relevant factors, standards specified in other sections of this Zoning Resolution, and the following:
 - (a) The proposed land use and well yield for the lot/parcel is sufficient to support the proposed development. (orig. 7-11-07)
 - (b) The compatibility of the proposed use with the existing and anticipated development. (orig. 7-11-07)
 - (2) It shall be the responsibility of the applicant to supply the Board of Adjustment with the requested data and documentation. (orig. 7-11-07)
 - (3) The Board may grant a Variance provided that the following conditions are met. (orig. 7-11-07)
 - (a) Variances may be granted for new construction and substantial improvements to be erected on a lot/parcel providing items (a) and (b) of paragraph D.3.e.(1) have been fully considered. (orig. 7-11-07)
 - (b) Variances may be granted for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places without regard to the procedures set forth in the remainder of this section. (orig. 7-11-07)
 - (c) Variances shall only be granted upon the following.
 - (c-1) A showing of good and sufficient cause, supported by technical data or additional material requested by the Board. (orig. 7-11-07)
 - (c-2) A determination that failure to grant the Variance would result in exceptional hardship to the applicant. (orig. 7-11-07)
 - (4) Upon consideration of the factors of paragraph D.3.e.(1). and the purposes of this Zoning Resolution, the Board may attach such conditions to the granting of Variances as it deems necessary to further the purposes of this Zoning Resolution. (orig. 7-11-07)
- f. To permit in any Geologic Hazard (G-H) Overlay Zone District specially excepted uses enabled by the Geologic Hazard Overlay District Section of this Zoning Resolution, more particularly those uses permitted in the underlying zone district, provided that the following conditions and restrictions are met by the applicant, and the Board of Adjustment determines, based on the evidence submitted and restrictions imposed, that the use will not significantly increase the danger from the geologic hazard to the public health and property. (orig. 1-20-76; am. 12-17-02, am. 7-11-07)

- (1) It shall be the sole responsibility of the applicant to supply the Board of Adjustment with the following data and documentation: (orig. 1-20-76)
 - (a) All pertinent data submitted to the Board of County Commissioners relative to the zoning of the subject property to G-H Overlay Zone District. (orig. 1-20-76)
 - (b) A site plan depicting: (orig. 1-20-76)
 - (b-1) The location of the subject geologic hazard(s). (orig. 1-20-76)
 - (b-2) The location of the proposed land use(s). (orig. 1-20-76)
 - (b-3) The location of the surrounding land uses(s). (orig. 1-20-76)
 - (b-4) The location of the surrounding geologic hazard(s). (orig. 1-20-76)
 - (c) A written report on the area depicted in the site plan, including: (orig. 1-20-76)
 - (c-1) Description of subject geologic hazard(s) and proposed land use(s). (orig. 1-20-76)
 - (c-2) Description of surrounding geologic hazard(s) and surrounding land use(s); (orig. 1-20-76)
 - (c-3) The effects of the subject geologic hazard(s) on the proposed use(s) and surrounding land use(s). (orig. 1-20-76)
 - (c-4) The effects of the proposed use(s) on the subject geologic hazard(s) and surrounding geologic hazard(s). (orig. 1-20-76)
 - (d) Any additional material required by the Board of Adjustment relating to special design criteria for any proposed land use(s). (orig. 1-20-76)
- (2) Geologic Hazard Abatement:

In addition to the data and documentation required in paragraphs D.3.f.(1)(b) through (d) above, an applicant who proposes to abate the geologic hazard shall further submit: (orig. 1-20-76; am. 12-17-02; am. 7-11-07)

- (a) A detailed report of the proposed method of abating the geologic hazard. (orig. 1-20-76)
- (b) An addendum to the site plan, written report, and additional material required by paragraphs D.3.f.(1)(b) through (d) above, which shall state the projected effect of: (orig. 1-20-76; am. 12-17-02; am. 7-11-07)
 - (b-1) Abatement procedures on subject geologic hazard(s), surrounding geologic hazard(s) and surrounding land use(s). (orig. 1-20-76)
 - (b-2) Abated geologic hazard(s) on proposed land use(s), surrounding land use(s) and surrounding geologic hazard(s). (orig. 1-20-76)
- (c) Any geologic hazard abatement procedures required by the Board of Adjustment shall be inspected and the results certified by a professional geologist qualified in the field of engineering geology as being in compliance with plans submitted or additional restrictions imposed by the Board of Adjustment within time limits established by the Board of Adjustment. (orig. 1-20-76; am. 6-15-76)

- (3) All geologic reports and items in paragraphs D.3.f.(1)(c), D.3.f.(1)(d), D.3.f.(2)(a) and D.3.f.(2)(b) above, shall be prepared by a professional geologist qualified in the field of engineering geology and all engineering reports and items in paragraphs D.3.e.(1)(b), D.3.f.(1)(d), D.3.f.(2)(a) and D.3.f.(2)(b) above, shall be prepared by a registered professional engineer (as defined by C.R.S., 1974, 12-25-103, or as amended) qualified in the appropriate field(s). (orig. 1-20-76; am. 6-15-76; am. 12-17-02; am. 7-11-07)
 - (4) Any building for which the Board of Adjustment requires special engineering criteria shall be inspected and construction certified by a registered professional engineer as to compliance with plans submitted or additional restrictions imposed by the Board of Adjustment within time limits established by the Board of Adjustment. (orig. 1-20-76; am. 12-17-02)
- g. To hear and decide upon wildfire mitigation site plans submitted as a request for a Special Exception for any property located within the Wildfire Hazard (W-H) Overlay Zone District, provided that the following conditions and restrictions are met by the applicant; and the Board of Adjustment determines, based on the evidence submitted and restrictions imposed, that the wildfire mitigation site plan for the subject property will lead to a reasonable reduction in the dangers from the wildfire hazard. (orig. 1-27-76; am. 12-5-95; am. 7-11-07)
- (1) It shall be the sole responsibility of the applicant to supply the Board of Adjustment with the following data and documentation: (orig. 1-27-76)
 - (a) A written report consisting of the following: (orig. 12-5-95)
 - (a-1) A narrative description of the physical characteristics of the site, including topography, major landforms, and aspect/orientation. (orig. 12-5-95)
 - (a-2) A description of the major existing plant communities and timber types, including assessment of age, condition presence of disease, timber stand densities, and types and quantities of ladder fuels, if present. (orig. 12-5-95)
 - (a-3) A general description of the type and location of wildfire hazards and existing land uses within 1/4 mile of the site. (orig. 12-5-95)
 - (a-4) An evaluation of the site based on the analysis of the characteristics, as outlined above, to define areas of low, moderate, and high wildfire hazards, including fire chimneys and saddles. (orig. 12-5-95)
 - (a-5) An evaluation of the existing land uses in relation to the on-site wildfire hazards and adjoining land uses and wildfire hazards. (orig. 12-5-95)
 - (b) A site plan depicting the following: (orig. 1-27-76)
 - (b-1) The location of the subject wildfire hazard(s) based on an assessment of the written report. (orig. 1-27-76; am. 12-5-95)
 - (b-2) The location of the existing land uses and/or structures, including roads and driveways, and other relevant infrastructure improvements. (orig. 12-5-95)
 - (b-3) The location of the surrounding land use(s), roadways, and other relevant infrastructure within 1/4 mile of the site. (orig. 1-27-76; am. 12-5-95)
 - (b-4) The location of the surrounding wildfire hazard(s) within 1/4 mile of the site. (orig. 1-27-76 am. 12-5-95)
 - (c) A detailed wildfire mitigation report describing the following: (orig. 12-5-95)
 - (c-1) The techniques and/or strategies to be used to mitigate wildfire within the project area. The techniques and/or strategies should be directly related to identified wildfire hazards within the project area and should include those

site and building factors which contribute to the risks associated with wildfire. Examples of contributing factors are: marginal water supplies and delivery systems, either on-site or off-site; the capabilities and response times of the local fire protection district; the presence of "heat traps" such as decks and roof overhangs; fuel sources, and topography. Examples of building design and technology-based mitigation strategies are: fire resistive construction techniques and materials; irrigated lawns or groundcovers around the structure; fire department-approved suppression systems; monitored suppressions systems and/or monitored smoke detection/alarm systems. (orig. 12-5-95)

(c-2) A detailed assessment describing the projected effect of the mitigation procedures on subject wildfire hazard(s) and surrounding land use(s). (orig. 12-5-95)

(d) Any additional material required by the Board of Adjustment. (orig. 1-27-76; am. 12-5-95)

(2) Preparation

All wildfire reports and items described above shall be prepared and supervised by a graduate forester with a minimum of 2 years wildfire fighting experience in the Rocky Mountain Area. (orig. 1-27-76; 12-5-95)

(3) Evaluation

The wildfire assessment and any related documentation shall be evaluated as to accuracy and adequacy by the Colorado State Forest Service or other review entities as deemed qualified by the Director of Planning and Zoning. (orig. 12-5-95; am. 12-17-02; am. 3-3-15)

(4) Completion

Any wildfire hazard mitigation work approved by the Board of Adjustment as part of the wildfire hazard mitigation site plan, or for mitigation work for which the Board of Adjustment requires special implementation plans, shall be inspected and the results certified as to compliance with the plans submitted or additional restrictions imposed within time limits established by the Board of Adjustment. Inspections and certifications shall be conducted by the Colorado State Forest Service or other entities as deemed qualified by the Board of Adjustment. (orig. 12-5-95)

4. To hear and decide requests for variances from the requirements of the cut/fill vertical disturbance area for private roads and driveways that do not meet the provisions of the Land Disturbance Section of this Zoning Resolution. In ruling upon such Variance requests, the Board shall consider any technical evaluations presented, and all relevant factors, and standards including the following: (orig. 11-12-02; am. 12-17-02; am. 7-11-07)

a. The visibility of the disturbance from off-site properties. (orig. 11-12-02)

b. The ability to revegetate the disturbance area. (orig. 11-12-02)

c. The ability to effectively address erosion control and drainage issues (orig. 11-12-02)

d. The technical reports that slope stability has been adequately addressed. (orig. 11-12-02)

e. The availability of alternate building sites or fewer building sites (orig. 11-12-02)

f. Compliance with the provisions of the Land Disturbance Section of this Zoning Resolution. (orig. 11-12-02; am. 12-17-02; am. 7-11-07)

- g. Whether the variance request presents the most appropriate means of minimizing the disturbance area, or whether alternate methods (e.g., selecting a different route or incorporating retaining walls) would be preferable. (orig. 11-12-02)
- 5. No relief, variance or exception shall be granted which shall effectively change a land use on a permanent basis. (orig. 12-6-71; am. 1-27-76)
- 6. No relief, variance or exception shall be granted from a provision of the Land Development Regulation. (orig. 12-6-71; am. 1-27-76; am. 12-17-02)
- 7. No relief, variance or exception shall be granted in circumstances which are self-imposed by the applicant. (orig. 12-6-71; am. 1-27-76; am. 12-17-02)
- 8. No Variance shall be granted based solely on economic hardship. (orig. 12-17-02)
- 9. Affected state and public agencies shall be requested to comment on applications made pursuant to the above paragraphs D.1. through D.3., prior to consideration by the Board of Adjustment. (orig. 7-13-76; am. 12-17-02)

Title: Administrative Policy Board of Adjustment	Policy No. Part 2, Board Administration Chapter 2, Establishment of Appointed Boards Section 19
	Effective Date , 2017
Policy Custodian Planning and Zoning Division	Adoption/Revision Date , 2017

Adopting Resolution(s): CC17- _____

References (Statutes /Resos/Policies): C.R.S. § 30-28-117 and § 30-28-118

Purpose: To establish the Board of Adjustment, specify its membership and terms, define its responsibilities.

Policy: Board of Adjustment

A. Establishment

The Board of Adjustment (BOA) was appointed by the Jefferson County Board of County Commissioners (BCC) to act in accordance with the authority established in the Colorado Revised Statutes.

B. Authority and Responsibilities

1. The BOA shall act in accordance with Sections 30-28-117 and 30-28-118, C.R.S., as authorized by the BCC in the Jefferson County Zoning Resolution and Land Development Regulation, pursuant to the BOA Policy and Bylaws, and as otherwise authorized by law.

2. Meetings

- a. All regular meetings of the Board of Adjustment shall be held at times set in accordance with the BOA Bylaws and applicable law.
- b. A quorum of the BOA shall be four (4) members. No official business of the BOA shall be conducted without a quorum present.
- c. The BOA may adopt bylaws governing any aspect of its meetings, and actions not inconsistent with this policy or other law including Federal, State or other County policy, law, or regulation.

3. Staff

There shall be a staff secretary to the BOA who shall be responsible for attesting to all resolutions approved by the BOA. The staff secretary shall be appointed and removed by the Director of the Planning and Zoning Division.

4. Remuneration

All members of the BOA shall be compensated for scheduled meetings and documented field trips at a rate to be established by the BCC.

C. Membership

1. Composition

The BCC has established, through appointments, a BOA consisting of up to five (5) regular members and two (2) associate members pursuant to Section 30-28-117, C.R.S., as amended. All members shall be residents of Jefferson County at the time of their appointment and for the duration of their tenure, unless otherwise approved by the BCC.

2. Terms

- a. The term of appointed regular members shall be three (3) years and that of associate members shall be one (1) year or until their respective successors have been appointed, but the terms of office shall be staggered by making appointments so that at least one member will expire each year.
- b. Members shall be subject to reappointment by the BCC upon application for renewal in accordance with the Board and Commission Appointments Policy. Should a delay occur during the reappointment process, members shall have voting rights until the reappointment is either granted or denied.
- c. Each member shall serve until his or her term expires, membership is terminated by written resignation, is terminated because of two (2) consecutive unexcused absences in twelve (12) consecutive months, or is revoked by the BCC.
- d. Members may be removed by the BCC with or without cause prior to the expiration of their term.

3. Conflict of Interest

A member of the BOA shall avoid conflicts of interest, actual or perceived, by not: 1) voting on matters under consideration by the BOA a) regarding the provision of services by such member (or an entity that such members represents); or b) that would provide direct financial benefit to such member or the immediate family of such member; or 2) engaging in any other activity determined by the County Attorney to be a conflict of interest.

4. Vacancies

Vacancies shall be filled for the unexpired term in the same manner as in the case of original appointments in accordance with the Board and Commission Appointments Policy.

DRAFT
Jefferson County Board of Adjustment
Bylaws

Article I. Statement of Purpose.

Section 1.01 Purpose. The purpose of the Jefferson County Board of Adjustment (the “Board” or “Board of Adjustment”) shall be to act in accordance with the authority established by Colorado law and any resolutions, policies or procedures adopted by the Jefferson County Board of County Commissioners. These Board of Adjustment bylaws are adopted in accordance with Section 30-28-117(2) C.R.S.

Article II. Authority.

Section 2.01 Authority. The Board of Adjustment has the power to act as follows:

- (a) Acts as authorized by the Board of County Commissioners in the Jefferson County Zoning Resolution and Land Development Regulation; and
- (b) To take all other actions as may be authorized by law.

Article III. Membership.

Section 3.01 Appointments. The Jefferson County Board of County Commissioners shall establish, through appointments, a Board of Adjustment which may consist of not less than three (3) and no more than five (5) members. Not more than half of the members of the Board may at any time be members of the Jefferson County Planning Commission. The Board of County Commissioners at its discretion shall determine the number of appointed members pursuant to Section 30-28-117, C.R.S., as amended. Each member of the Board shall be a resident of Jefferson County at the time of their appointment and for the duration of their tenure, unless otherwise approved by the Board of County Commissioners, and shall be at least eighteen (18) years of age at the time of their appointment.

- (a) Compensation. Members of the Board, including associate members, shall receive such compensation as may be fixed by the Board of County Commissioners. The Board of County Commissioners shall fix the per diem compensation of the Board members. Section 30-28-117(1) C.R.S.

Section 3.02 Regular Members.

- (a) Term of Office. The term of appointed regular members shall be three (3) years or until their respective successors have been appointed, but the terms of office shall be staggered by making appointments so that at least one of the regular members’ terms expire each year.

Section 3.03 Associate Members. The Board of County Commissioners may appoint associate members who, in the event any regular member is temporarily unable to act owing to absence from the County, illness, interest in a case before the Board or any other cause, may take the place of said regular member.

- (a) Term of Office. The term of associate members shall be one (1) year or until their respective successors have been appointed.

Section 3.04 Resignations. Any member may resign at any time by delivering a written resignation to the Board of Adjustment Chairman and the Director of Planning and Zoning. Resignations will be effective upon the date referenced in the resignation and after such has been forwarded to the Board of County Commissioners.

Section 3.05 Vacancies. Vacancies on the Board of Adjustment may be created by an appointed member's resignation, expiration of term, incapacity or death, or removal from office for nonperformance of duties or misconduct by the Board of County Commissioners. The Board of County Commissioners shall appoint new members in accordance with the Board of County Commissioners' policies and procedures.

Article IV. Officers.

Section 4.01 Presiding Officers. The Board of Adjustment members, regular and associate members voting together, shall appoint a Chairman and Vice-Chairman whom shall be the presiding officers at Board of Adjustment meetings (the "Presiding Officer(s)"). The Presiding Officers shall be regular members of the Commission. If the Chairman or Vice-Chairman elects not to preside over a meeting or particular matter, the majority of the Board of Adjustment present shall then elect a temporary chairman who shall be the Presiding Officer for that particular meeting or particular matter only, as the case may be.

Section 4.02 Term. Each Presiding Officer shall hold office for a one (1) year term, or until his successor is duly elected or until his death, incapacity, resignation or removal. Officers may be elected to successive terms.

Section 4.03 Duties of Chairman and Vice-Chairman. It shall be the responsibility of the Chairman to preside at all meetings of the Board, to execute documents of behalf of the Board, to make appointments to committees, and to coordinate Board matters with the Board of County Commissioners and County staff. The Vice-Chairman shall perform the duties of the Chairman during the Chairman's absence.

Section 4.04 Election of Officer. The entire Board of Adjustment, regular and associate members together, shall elect from among the slate of proposed officers presented by the nominating committee (as described in Section 4.05(a) below), a Chairman and Vice-Chairman. The election shall be held at the first regular meeting in July or at a mutually agreed upon meeting date of the Board following the presentation of the slate of officers by the nominating committee.

Section 4.05 Committees.

- (a) Nominating Committee. A nominating committee shall be convened during the month of June by the current Chairman of the Board of Adjustment. The purpose of the nominating committee is to develop and to present to the entire Board of Adjustment a proposed slate of officers at the first regularly scheduled meeting in July or a mutually agreed upon meeting date thereafter. The nominating committee shall consist of the Chairman and two (2) members selected by the Chairman from among the regular members. The proposed slate shall include at least one nominee for each of the offices of Chairman and Vice-Chairman. Proposed nominees shall be regular members of the Board. Nothing in this paragraph shall be construed to limit the current officers from succeeding themselves or to prevent any member of the nominating committee from being named on the slate as proposed officers. Nominations from the floor during the election meeting shall be permissible.

- (b) Other Committees. The Chairman and the Vice-Chairman shall establish such other committees as necessary to carry out the responsibilities of the Board.

Section 4.06 Presiding Officer Vacancies. If the office of Chairman should become vacant during the term of office, the Vice-Chairman shall assume the duties of Chairman. Should the office of Vice-Chairman become vacant, a special election shall be held as soon as possible following the announcement of the vacancy. The Chairman shall appoint a three person nominating committee, including the Chairman in accordance with Section 4.05(a) above, which committee shall present a nominee for Vice-Chairman to the entire Commission for vote at a regular meeting of the Board not later than thirty (30) days following the announcement of the vacancy. Nominations from the floor during the election meeting shall be permissible.

Section 4.07 Board of Adjustment Secretary. There shall be a secretary to the Board of Adjustment whom shall be a member of County staff that is not required to be a regular or associate member of the Board. The secretary shall be responsible for attesting to all resolutions approved by the Board of Adjustment and providing other secretarial functions to the Board. The staff secretary shall be appointed and removed by the Director of Planning and Zoning.

- (a) Minutes/Recording.
 - (i) The Board Secretary, or the Board Secretary's designee, shall attend and shall keep the minutes of each meeting of the Board of Adjustment. The Board Secretary shall keep minutes of the proceedings showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact.

- (ii) On or before the Wednesday preceding each regular hearing of the Board of Adjustment, the Secretary shall cause to be delivered to each Board member a copy of the minutes of the preceding meeting.
- (iii) Minutes will not be read if each Board member has been provided with a copy of the minutes in advance of the meeting at which they are to be approved. Approval of the minutes will be done by motion.
- (iv) Minutes shall be signed by the Presiding Officer and by the Secretary of the meeting at which the minutes are approved.
- (v) The Board of Adjustment Secretary shall electronically record all regular meetings with tapes retained in the Planning and Zoning Division. Transcription of tapes will not be made unless requested by the Board or the Board of County Commissioners. Any interested party may request the transcription of a tape, subject to payment of reasonable costs and to the availability of staff time.
- (vi) The tapes shall be part of the record forwarded to the Board of County Commissioners.
- (vii) The case files may be forwarded to the Clerk to the Board of County Commissioners when necessary for proceedings before the Board or the County Attorney's Office for administrative review or litigation.
- (viii) The case file shall consist of all materials submitted by the applicant, received through referral and through public comments and all materials submitted during public hearings. Included within the file shall be a copy of all resolutions which shall be certified by the Board of Adjustment Secretary. The case file shall constitute the record of proceedings and shall be a public record.

Article V. Meetings.

Section 5.01 Open Meetings. All Board of Adjustment meetings shall be open to the public as required by the Colorado Open Meetings Law Section 24-6-402 C.R.S. and Section 30-28-117(4) C.R.S., as amended, except as otherwise authorized by law. A public notice of all meetings shall be posted on the bulletin board located outside the hearing room of the Jefferson County Administration and Courts Building, 100 Jefferson County Parkway, Golden, Colorado 80419, or such other place designated by the Board.

Section 5.02 Regular Meetings/Public Hearings. The Board of Adjustment shall meet on Wednesdays or at such time as may be designated by the Board and set forth in the Board of Adjustment's agenda. Public hearings will ordinarily be scheduled at 9:00 a.m., or such other time as scheduled. The Board of Adjustment may reschedule regular meeting dates or

times upon majority vote of the Board of Adjustment members present; provided, however that sufficient notice time is available to provide the public of the rescheduled date or time.

Section 5.03 Special Meetings. Special meetings may be called by the Chairman or by the majority of the members of the Board of Adjustment. Notice of any special meeting of the Board of Adjustment shall be given to all members of the Board at least forty-eight (48) hours in advance of said meeting. Notice may be given by any or all of the following forms of communication: telephone, fax, or email. Notice to the public of any special meeting at which public business shall be discussed shall be posted no less than twenty-four (24) hours prior to such meeting.

Section 5.04 Study Sessions. Study sessions may be called by the Chairman at any time or by the majority of Board of Adjustment member present at any regular Board of Adjustment meeting.

Section 5.05 Quorum. A quorum of the Board of Adjustment shall be the number of members as set forth by the Board of County Commissioners, whether regular members or associate members or any combination thereof. No official business of the Board of Adjustment shall be conducted without a quorum present.

Section 5.06 Voting.

- (a) Affirmative Vote. Official action of the Board of Adjustment shall be taken by resolution. As requires pursuant to C.R.S. 30-28-118(3), a resolution shall carry upon the concurring vote of four (4) members of the Board in the case of a five-member Board and of three (3) members in the case of a three-member Board. Every Board member, including the Chairman, when a question is put, shall vote either "Aye" or "No," unless excused from voting. Each Board member is entitled to one (1) vote. No proxy votes shall be allowed. No absentions are allowed with the exception of a conflict of interest (See Section 8.02(e) below). In the event of a tie vote, the motion being voted on shall be deemed to have failed.
 - i. If a resolution fails to receive the number of affirmative votes to carry a resolution as indicated above, the action will be deemed equivalent to a denial, and a resolution denying such application or appeal shall be formally entered upon the record unless there is a member absent at the roll call and unless the vote of each absent member added to those voting for an applicant or appellant would equal four (4) in the case of a five-member Board and three (3) in the case of a three-member Board, in which case the matter will be laid over for hearing before the full Board.
- (b) Regular Members. Regular members are permitted to vote on any matter so long as the regular member is present and qualified to vote.

- (c) Associate Members. Associate members are not allowed to vote on any matter except election of officers or amendments to the bylaws, unless a regular member is absent or disqualified and the associate member is qualified and authorized to act in place of that absent member or disqualified member at that meeting. The Presiding Officer shall designate the associate member who shall act on behalf of an absent or excused regular member.
- (d) Reconsiderations. After the decision on any question any Board member who voted with the prevailing side may move for reconsideration of any action and may reverse or modify such decision. A motion to reconsider or may be seconded by any Board member and shall require an Affirmative Vote of the Board members in office as indicated in Section 5.06(a) above for adoption. After a motion to reconsider has been once voted on and lost, it shall not be introduced again except by unanimous consent of the Board of Adjustment. If a decision is reconsidered, such review shall not prejudice the right of any person who has, in good faith, acted thereon before the ruling is reversed or modified.
- (e) Rehearings. After the decision on any question any Board member may move for a rehearing of any action and may reverse or modify such decision. A motion to rehear a case may be seconded by any Board member and shall require an Affirmative Vote of the Board members in office as indicated in Section 5.06(a) above for adoption. After a motion for rehearing has been once voted on and lost, it shall not be introduced again except by unanimous consent of the Board of Adjustment. No request to grant a rehearing will be entered unless new evidence is submitted which would not have been with due diligence, presented at the previous hearing.

Section 5.07 Executive Session. The Board of Adjustment, upon the affirmative vote of two-thirds of the quorum present, may hold an executive session for considering opinions of legal counsel or to discuss pending or potential litigation by or against the County. No formal action may be taken while in executive session. Prior to convening an executive session, the County Attorney shall announce the topic(s) to be discussed, including the specific statutory citation(s), and identify the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized.

Article VI. Regular Meetings – Public Hearing Order of Business.

Section 6.01 The Agenda.

- (a) On the Wednesday preceding each regular meeting of the Board of Adjustment, the Director of Planning and Zoning or his appointed designee, shall prepare, or cause to be prepared, a written agenda showing the order of business.
- (b) The Board of Adjustment Secretary shall cause the agenda to be delivered to each Board member.

- (c) Only regular Board of Adjustment members may introduce new business which is not listed on the printed agenda.

Section 6.02 Order of Business. The order of business for regular meetings of the Board of Adjustment will generally be as follows:

- (a) Pre-Hearing Agenda Review (in conference room);
- (b) Call to Order (in hearing room);
- (c) Pledge of Allegiance;
- (d) Approval and/or corrections of the minutes;
- (e) Announce which Board of Adjustment members will be voting at this meeting;
- (f) Announce the public hearing procedures as more particularly described below;
- (g) With the consent of the Board, establish reasonable time limits for the hearing and reasonable time allocations therein;
- (h) Public Hearing
 - (i) Consent agenda items
 - (ii) Regular agenda items
 - 1) Continued Cases
 - 2) New Cases
- (i) Reports
- (j) Adjournment

The Presiding Officer may vary from the order of business if the majority of Board members present do not object.

Section 6.03 Consent Agenda.

- (a) The Board of Adjustment's consent agenda may be used for all cases or matters for which a public hearing is otherwise required by county policy or by law.
- (b) Cases may be placed on a consent agenda provided all issues among staff, the applicant, and the public have been resolved, and no communication of opposition from the public or referral entities has been received by the case manager.
- (c) Hearings conducted pursuant to this procedure shall be considered public hearings for the purpose of any county regulation, or state or federal law or rule that requires a matter to receive a public hearing. Nothing herein is intended to alter the notice requirements that otherwise exist for any matter placed on the consent agenda.
- (d) The following hearing procedures shall apply to matters placed on the consent agenda.
- (e) The Secretary for the Board shall read the title of all cases on the consent agenda and the Chairman shall ask if anyone present wishes to comment on any case listed or if any member of the Board of Adjustment or staff wish to have the matter taken off the consent agenda.

- (f) If anyone present wishes to comment on a case, or if a member of the Board of Adjustment or staff wishes to have the matter taken off the consent agenda to receive additional testimony, the Chairman shall remove the case from the consent agenda. If time allows, the case shall be heard on the same date that it originally appeared on the consent agenda. Otherwise it shall be continued to the first available date.
- (g) Staff comments shall not be read and no other testimony or evidence will be received on matters that remain on the consent agenda. The record of the case shall consist of the contents of the case file.
- (h) All cases remaining on the consent agenda may be approved by the Board of Adjustment by a single oral resolution indicating approval of the consent agenda subject to staff findings, recommendations, and conditions.
- (i) A resolution of approval of the consent agenda shall be adopted by oral resolution. A written resolution shall be prepared by the Secretary that reflects adoption by the Board of the findings, file material, conditions and recommendations of staff.

Section 6.04 Regular Agenda. The Board of Adjustment's regular agenda shall be used for all cases or matters for which a public hearing is otherwise required by County policy or by law and that are not on the consent agenda as described above. The Presiding Officer will:

- (a) Ask for the case presentation by the Planning staff (not to exceed 20 minutes);
- (b) Ask for Applicant's presentation (not to exceed 20 minutes);
- (c) Ask for the presentations of those members of the public who would like to be heard.
- (d) All interested members of the public will be given an opportunity to be heard and present their case. However, unless there are special circumstances, witnesses will not be given more than one opportunity to testify.
 - (i) Each person addressing the Board shall give his or her name (spelling surname) and address for the record.
 - (ii) Persons representing homeowners associations or other organizations or groups registered with the Jefferson County Planning and Zoning Division shall be allowed ten (10) minutes. All other persons shall be allowed three (3) minutes for their presentation. However, at the discretion of the Chairman, the time allotted may be extended. Cross examination of witnesses will ordinarily not be allowed.

- (e) The Presiding Officer shall have the authority to limit redundant or repetitive testimony.
- (f) Following the presentations of those who wish to be heard, the Applicant will be given an opportunity for rebuttal.
- (g) Documentary evidence and written testimony will be accepted. However, statements from persons not in attendance may not be read into the record, but may be submitted to the Board.
- (h) Any person speaking or presenting any information at the hearing may be questioned by the Board of Adjustment and by the Planning staff as recognized by the Presiding Officer.
- (i) Following questions from Board of Adjustment members, and completion of all public testimony, the Presiding Officer will declare public hearing closed and the matter will be considered by the Board of Adjustment.
- (j) The official action of the Board of Adjustment shall be taken by Resolution. A resolution shall carry upon the concurring vote of the members as indicated in Section 5.06(a) above.

Article VII. Parliamentary Procedure

Section 7.01 Parliamentary Authority. Unless otherwise agreed to by the Board of Adjustment, Robert's Rules of Order, Revised shall be the parliamentary authority for all meetings of the Board of Adjustment and the rules contained therein shall govern the procedures utilized at such meetings where not inconsistent with the Colorado Revised Statutes, the Jefferson County Zoning Resolution and the Land Development Regulation. Failure to adhere to Robert's Rules of Order, Revised shall not affect the validity of Board of Adjustment action.

Article VIII. Conflicts of Interest.

Section 8.01 Conflicts. A Board member, regular or associate, has an obligation to carry out his or her duties for the benefit of the people and accordingly should promote public confidence to avoid the impropriety of a conflict of interest. Conflicts of interest and ethics are addressed in Title 24, Article 1 of the Colorado Revised Statutes. Examples of possible conflicts of interest are:

- (a) One who acquires or holds a direct personal interest in a business or undertaking and could be directly and substantially affected economically.
- (b) A financial interest in the matter, such as representing an applicant in a matter before the Board as a consultant or other representative.

- (c) Accepting a gift of substantial value or substantial economic benefit, which could be viewed as a bribe.
- (d) Using confidential information to further one's personal financial interest.
- (e) A personal or private interest in the matter.

Section 8.02 If a Conflict Exists. If a Board member, regular or associate, has a private, personal or financial interest in a matter pending before the Board of Adjustment the member shall:

- (a) Disclose the interest prior to the matter being heard at the meeting or hearing.
- (b) Abstain from voting on the item and shall leave the hearing room until the matter has concluded.
- (c) The Board member, regular or associate, shall not discuss the matter privately with other Board members voting on the matter or, in other words, shall refrain from influencing the outcome of the vote.
- (d) Under no circumstances should an announcement of a conflict of interest be interpreted as a means to declare less of a quorum.
- (e) If the Board member's participation is necessary to maintain a quorum or to otherwise enable the Board to act he or she may participate if he or she complies with the following disclosure requirements:
 - (i) Disclosure and summarize the nature of the interest prior to the matter being heard at the meeting or hearing.
 - (ii) Disclose the interest in writing to the Colorado Secretary of State pursuant to Section 24-18-110, C.R.S., as amended.
- (f) No Board member, regular or associate, shall pre-judge or commit to a position or reach a determination on the merits of any quasi-judicial matter prior to the hearing without publicly disclosing the facts and recusing themselves from the official hearing at which the quasi-judicial matter is presented.
- (g) If a Board member, regular or associate, is representing an applicant or is the applicant in a case before the Board of Adjustment, that member shall be considered absent from the hearing that evening and shall not participate in the hearing as a Board member, but rather as a citizen in the audience. The Chairman shall disclose the relationship with the Board member once the applicable case is read into the record by the Secretary. A statement may also be made that the Board of Adjustment can make a fair and unbiased decision in the case

notwithstanding the disclosure of the relationship. If necessary as determined by the County Attorney or if requested by a citizen, the County Attorney may poll the Board during the hearing to disclose any potential bias by a voting Board of Adjustment member prior to a vote on the matter.

Article IX. Amendment of the Bylaws.

Section 9.01 Amendments. These Jefferson County Board of Adjustment Bylaws may be amended by resolution approved by a majority of the Board members, including associate members, present. New or amended bylaws shall be proposed and discussed at the regularly scheduled meeting of the Board of Adjustment at least one week prior to the vote on the amendments.

Section 9.02 Severability. If any section, subsection, sentence, clause, or phrase of these Bylaws is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of these Bylaws.

ADOPTED, on _____, 2017.

Secretary, Board of Adjustment

Chairman, Board of Adjustment

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

**Proposal from Jefferson County Emergency Communications Authority to amend its IGA
January 10, 2017**

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

ISSUE: The Jefferson County Emergency Communications Authority (the "Authority") is requesting approval of an amendment to its intergovernmental agreement (the "IGA") concerning the maximum allowable emergency telephone charge ("ETC") it can impose.

BACKGROUND: The Authority was created by the IGA originally in 1983 and significantly updated in 1998. Under the IGA, the County and other municipal parties have delegated their statutory authority to provide emergency telephone service to the Authority. Commissioner Tighe currently serves as the County's representative to the Authority's board.

C.R.S. 29-11-102(2)(a) grants to the County the power to impose an ETC of up to \$.70 per phone line per month to cover equipment, installation and other costs associated with providing emergency telephone service. An additional charge beyond \$.70 may be imposed where such charge is "necessary in order to provide continued and adequate emergency telephone service," and where approval is obtained from the Public Utilities Commission ("PUC"). C.R.S. 29-11-102(2)(b).

The parties to the IGA have also delegated to the Authority the power to impose an ETC. The IGA, however, limits this delegation of power to the \$.70 statutory maximum. The IGA does not permit the Authority to seek approval from the PUC for an additional charge beyond this. The Authority imposed the maximum ETC of \$.70 as of February 1, 2015.

The Authority's board passed a resolution on December 15, 2016, proposing an amendment to the IGA that would permit the Authority to raise the ETC if it obtains PUC approval. The amended IGA would simply provide that the Authority may impose an ETC "as provided by statute," eliminating the prohibition on seeking approval for a higher rate. The Authority proposes to raise the ETC to \$1.20 per line per month. The Authority cites as justification for the proposed increase the capital startup and operational costs incurred by the Authority's support of the Jefferson County Communications Center Authority ("JeffCom"). JeffCom will be consolidating some of the Authority's duties and is relying in part on funds from the Authority.

Finally, the IGA provides that any amendment must be approved by 75% of the parties to the IGA who choose to take a position on the amendment. Further, a minimum of 50% of the parties must take a position in order to amend the IGA. Parties wishing to

convey a position are required to do so within 60 days of written notification of the proposed amendment. The proposed amendment was distributed on December 19, 2016.

DISCUSSION:

The Board of County Commissioners has the option to:

- (a) support the amendment to permit the Authority to seek PUC approval of a rate increase from \$.70 to \$1.20;
- (b) take no position on the amendment; or
- (c) vote against the amendment.

Further, the Board can decide whether the County wants to advocate for its position among other parties to the IGA. In order to convey a position on the proposed amendment, the Board would need to do so by February 17, 2017.

FISCAL IMPACT: There is no fiscal impact to the County.

RECOMMENDATION: Provide staff with direction on how to respond to this proposal.

ORIGINATOR: Kurtis Behn, Assistant County Attorney x8923

CONTACTS FOR ADDITIONAL INFORMATION: