



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

Kathleen Conti, District 1
Nancy Sharpe, Chair, District 2
Jeff Baker, Chair Pro Tem, District 3
Nancy Jackson, District 4
Bill Holen, District 5

Public Meeting
September 26, 2017
9:30 A.M.

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

AGENDA

1. OPENING

1.a. CALL TO ORDER

Arapahoe County Board of County Commissioners

1.b. INTRODUCTION

Ron Carl, County Attorney

Joleen Sanchez, Asst. Clerk to the Board

1.c. ROLL CALL

1.d. PLEDGE OF ALLEGIANCE

2. MODIFICATION TO THE AGENDA

3. ADOPTION OF THE AGENDA

4. APPROVAL OF THE MINUTES

4.a. BOCC Public Meeting Minutes - September 5, 2017

Documents:

[BOCC PUBLIC MEETING MINUTES 09.05.2017.PDF](#)

5. CITIZEN COMMENT PERIOD

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

6. CONSENT AGENDA

6.a. 9.5.17 Warrant ACH Expenditure Report

Authorization to sign the Warrant Disbursement Register

Ron Carl, County Attorney

Documents:

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

6.b. 9.11.17 Warrant ACH Expenditure Report

Authorization to sign the Warrant Disbursement Register

Ron Carl, County Attorney

Documents:

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

6.c. Abatement (6 Resolutions)

Adoption of 6 resolutions approving the recommendations of the hearing officer for abatement petitions originally denied by the Assessor's Office

Ron Carl, County Attorney

Karen Thompson, Paralegal, County Attorney's Office

Documents:

[09-26-17 PAGE ONE.DOC](#)

[09-26-17 PAGE TWO.XLSX](#)

[SAMPLE ABATEMENT APPROVAL HEARING KST.DOC](#)

[SAMPLE ABATEMENT DENIAL HEARING KST.DOC](#)

6.d. Abatement-Partial Approval-Assessor

Adoption of a resolution approving the recommendations of the Assessor's Office

Ron Carl, County Attorney

Karen Thompson, Paralegal, County Attorney's Office

Documents:

[09-26-17 BSR.DOC](#)

[KAREN TABLE 9-26-17.XLSX](#)

[SAMPLE ABATEMENT APPROVAL NO HEARING KST.DOC](#)

6.e. Approval of Settlement Agreement - Handy and Handy v. Mail Room Clerk et al.

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the settlement agreement in the case of *Wyatt T. Handy and Ashlee M. Handy v. Mailroom Clerk Luenza #13083 and Unknown*

Mailroom Clerk, Case No. 16-cv-02110-WYD-MEH, pending in the United States District Court

*Benjamin Swartzendruber, Assistant County Attorney
Ron Carl, County Attorney*

Documents:

[BSR RE SETTLEMENT.DOC](#)
[BOCC SETTLE RESO.DOC](#)

6.f. Board of Assessment Appeals (1 Resolution)

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

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

Documents:

[9 SEPTEMBER 26, 2017.DOC](#)
[SAMPLE BAA RESOLUTION.DOC](#)

6.g. County Veteran Services Office Report - August 2017

Acceptance of the Veterans Services Office Report from August 2017

*Linda Haley, Senior Resources Division Manager, Community Resources
Tim Westphal, Veterans Service Officer Community Resources
Don Klemme, Director, Community Resources*

Documents:

[08-2017 BSR AUGUST.PDF](#)

6.h. State of Colorado Memorandum of Understanding for Radio Site Sharing at Deertrail

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the Memorandum of Understanding allowing the State to co-locate public safety communication equipment at one or more tower sites owned and operated by the County, and to share communication equipment

*Olga Fajaros, Budget and Logistics Manager, Sheriff's Office
Larry Etheridge, Support Services Bureau Chief, Sheriff's Office
Louie Perea, Undersheriff, Sheriff's Office
David C. Walcher, Sheriff
Todd Weaver, Budget Manager, Finance
Tiffanie Bleau, Senior Assistant County Attorney*

Documents:

[BOARD SUMMARY REPORT - MOU STATE AC DEER TRAIL SHARED
USE 082317.DOC](#)
[DEER TRAIL RESOLUTION.DOCX](#)
[STATE ARAPAHOE MOU-SITE SHARING AT DEER TRAIL 082317.DOCX](#)

6.i. Incentive Payment Agreement - Arrow Electronics Inc.

Adoption of resolution authorizing the Chair of the Board of County Commissioners to sign an Incentive Payment Agreement between Arapahoe County and Arrow Electronics Inc. for a refund of 100% of the business personal property taxes associated with a new business facility located at 9151 East Panorama Circle, Centennial, Colorado, pursuant to the terms contained therein; and to terminate two Incentive Payment Agreements between Arapahoe County and Arrow Electronics Inc. dated January 26, 2010 for the location 24 Inverness Place East, Englewood, Colorado and March 29, 2013 for the location 181 Inverness Drive West, Englewood, Colorado, effective as of December 31, 2018

*John Christofferson, Deputy County Attorney
Lisa Stairs, Budget Analyst II, Finance Department
Lynn Myers, Denver South Economic Development Partnership
Arrow Electronics*

Documents:

[BSR TAX INCENTIVE AGRT ARROW ELECTRONICS 9151 E PAORAMA CIRCLE CONSENT AGENDA 9-26-2017.DOC](#)
[RESO NO. 170___ - AUTH TO SIGN TAX INCENTIVE AGRT ARROW ELECTRONICS INC. NEW - 9151 E. PANORAMA CIRCLE.DOC](#)
[INCENTIVE AGREEMENT - ARROW ELECTRONICS - NEW BUSINESS CLEAN 9-5-2017.DOC](#)

7. GENERAL BUSINESS ITEMS

7.a. There are no Public Hearing or General Business resolutions to consider

8. COMMISSIONER COMMENTS

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

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

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

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

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

**MINUTES OF THE ARAPAHOE COUNTY
BOARD OF COUNTY COMMISSIONERS
TUESDAY, SEPTEMBER 5, 2017**

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

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

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

CALL TO ORDER

Commissioner Sharpe called the meeting to order.

INTRODUCTIONS

ROLL CALL

PLEDGE OF ALLEGIANCE

MODIFICATION(S) TO THE AGENDA

There were no modifications to the agenda.

ADOPTION OF THE AGENDA

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

The motion passed 5-0.

APPROVAL OF THE MINUTES

The motion was made by Commissioner Conti, duly seconded by Commissioner Holen to approve the minutes from the August 15, 2017 Public Meeting.

The motion passed 5-0.

CEREMONIES

CITIZEN COMMENT PERIOD

CONSENT AGENDA

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

The motion passed 5-0.

GENERAL BUSINESS ITEMS

Item 7.a. – Resolution No. 170480 – Case No. P14-020, Copperleaf Filing No. 11 Final Plat

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

Jason Reynolds, Planning Manager, introduced the proposal for a final plat and stated that staff recommends approval. This application is being presented under the new PUD (Planned Unit Development) zoning process.

There was discussion regarding the impact to traffic and access to the site.

Richard Frank, representing the applicant, said there is no left turn from the access point.

Commissioner Holen asked how the developer felt about the accelerated procedures.

Mr. Frank said he likes it and it saves a lot of time.

The public hearing was opened.

There were no public comments.

The public hearing was closed.

The following motion was made by Commissioner Baker, duly seconded by Commissioner Holen: In the case of P14-020, Copperleaf Filing No. 11 Final Plat, I have reviewed the staff report, including all exhibits and attachments and have listened to the applicant's presentation and any public comment as presented at the public hearing and hereby move to APPROVE this application based on the findings in the staff report, subject to the following conditions:

1. Prior to signature of the final copy of these plans, the applicant must address Public Works Staff comments and concerns.
2. The development shall comply with the conditions of the April 10, 2017 Cunningham Fire Protection District letter.
3. The development shall incorporate practices recommended in the April 14, 2017 Colorado Geological Survey letter.

4. The plat shall provide utility easements requested by Public Service Company of Colorado/Xcel Energy.

The motion passed 5-0.

COMMISSIONER COMMENTS

Commissioner Jackson said the Board sends thoughts and prayers to the folks suffering from the hurricanes and fires.

Commissioner Holen commented about the need to increase water storage.

Commissioner Conti said thoughts and prayers are with the families of the three suicides that occurred in Arapahoe County recently.

Commissioner Sharpe stated that next week is Suicide Prevention Awareness Week and listed available resources.

There being no other business before the Board, Commissioner Sharpe adjourned the meeting at 9:46 a.m.

ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS

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

REPORT FOR 08/29/2017 TO 09/05/2017

FUNDS SUMMARY:

FUNDS SUMMARY:

10 General Fund	1,090,614.99
11 Social Services	145,831.90
14 Law Enforcement Authority Dist	10,266.18
15 Arapahoe / Douglas Works!	18,036.00
16 Road and Bridge	268,137.38
20 Sheriff's Commissary	1,349.77
21 Community Development	2,609.55
26 Grants	3,482.44
28 Open Space Sales Tax	244,787.84
29 Homeland Security - North Cent	15,544.18
33 Building Maintenance Fund	14,319.62
34 Fair Fund	12,564.05
41 Capital Expenditure	98,179.97
42 Infrastructure	102,278.96
43 Arapahoe County Recreation Dis	6,652.79
70 Central Services	26,793.42
84 E-911 Authority	44,401.95
	=====
TOTAL	2,105,850.99

FUND REPORT - EXPENDITURE TYPE

FUND 10 EXPENDITURE REPORT

ADAMSON POLICE PRODUCTS	Supplies	1,045.00
ADVANCE AUTO PARTS	Supplies	60.07
AMANDA HERNANDEZ	Services and Other	217.21
ANDREA PENNINGTON	Services and Other	138.00
ANGELA STANTON	Services and Other	9.85
ASHLEY YANT	Services and Other	23.75
ASHLEY YANT	Supplies	9.25
AT&T MOBILITY II LLC	Services and Other	42.00
AUTOZONE STORES INC	Supplies	316.95
BARBARA PETERSON	Services and Other	93.84
BATTERY SYSTEMS INC	Supplies	234.13
BENJAMIN SWARTZENDRUBER	Services and Other	260.97
BETH A KINSKY	Services and Other	40.00
BRENDA SIMONS	Services and Other	11.25
BRIDGESTONE RETAIL OPERATIONS LLC	Services and Other	64.99
BRUCKNER TRUCK SALES INC	Supplies	105.00
Bristol Wilson	Services and Other	200.00
CAROL A WINTER	Services and Other	70.00
CDW GOVERNMENT	Services and Other	527.67
CDW GOVERNMENT	Supplies	831.55
CENTRAL CREDIT CORPORATION	MISC.	15.00
CITY OF AURORA	Services and Other	5,171.09
CIVICORE LLC	Services and Other	250.00
COLORADO ASSESSORS ASSOC	Services and Other	30.00
COLORADO BUREAU INVESTIGATION	MISC.	8,766.50
COLORADO COUNTIES, INC.	Services and Other	1,050.00
COLORADO NATURAL GAS INC	Services and Other	28.62
COLORADO NETWORK CABLING & CCTV LLC	Supplies	150.00
COLORADO TIRE RECYCLING LLC	Supplies	268.50
CORRECT CARE SOLUTIONS LLC	Services and Other	396,092.48

REPORT FOR 09/06/2017 TO 09/11/2017

FUNDS SUMMARY:

FUNDS SUMMARY:

10 General Fund	394,146.81
11 Social Services	37,279.91
12 Electronic Filing Technology	62,590.52
14 Law Enforcement Authority Dist	962.54
15 Arapahoe / Douglas Works!	20,655.43
16 Road and Bridge	44,415.21
20 Sheriff's Commissary	74,220.68
21 Community Development	20.01
26 Grants	97,182.80
28 Open Space Sales Tax	22,948.12
29 Homeland Security - North Cent	17,737.72
33 Building Maintenance Fund	16,869.38
34 Fair Fund	12,114.00
41 Capital Expenditure	71,352.45
42 Infrastructure	21,407.00
70 Central Services	18,040.01
74 Self-Insurance Dental	45,413.67
84 E-911 Authority	8,011.67
91 Treasurer	8,230,619.47
	=====
TOTAL	9,195,987.40

FUND REPORT - EXPENDITURE TYPE

FUND 10 EXPENDITURE REPORT

ADAMSON POLICE PRODUCTS	Supplies	4,630.00
ALLIED ELECTRONICS, INC	Supplies	126.54
ALPINE CREDIT INC	MISC.	15.00
AMANDA SLATES	Services and Other	243.20
AMY BOSSERMAN	Services and Other	33.17
ARAMARK CHICAGO LOCKBOX	Services and Other	5,400.00
ARAMARK CHICAGO LOCKBOX	Supplies	53,436.93
ARAPAHOE COUNTY SHERIFFS OFFICE	Supplies	3,336.84
ARAPAHOE MENTAL HEALTH CENTER INC	Services and Other	20,722.50
ARAPAHOE WATER AND WASTEWATER	Services and Other	58,548.34
AURORA MENTAL HEALTH	Services and Other	3,120.00
AUSTIN ROBINOFF	MISC.	15.00
AUTOZONE STORES INC	Supplies	245.58
AVERY R TURNER	MISC.	15.00
BATTERY SYSTEMS INC	Supplies	68.37
BC SERVICES INC	MISC.	100.00
BOBCAT OF THE ROCKIES LLC	Supplies	84.12
BRIAN MCKNIGHT	Services and Other	177.00
BRUCKNER TRUCK SALES INC	Supplies	1,893.06
BRUMBAUGH & QUANDAHLL PC	MISC.	15.00
CAITLIN MOCK	Services and Other	138.99
CDW GOVERNMENT	Services and Other	403.56
CITY OF AURORA	MISC.	1,088.00
CITY OF ENGLEWOOD	Services and Other	5,000.00
CLARION ASSOCIATES LLC	Services and Other	4,400.00
CLEVELAND JONES	Services and Other	10.86
COGMOTIVE LTD	Services and Other	3,000.00
COLORADO DEPARTMENT OF REVENUE	MISC.	1,803.70



Board Summary Report

Date: September 15, 2017
To: Board of County Commissioners
Through: Ronald A. Carl, County Attorney
From: Karen Thompsen, Paralegal
Subject: Abatements – I need 6 Resolution Numbers

Purpose and Recommendation

The purpose of this request is for the adoption of 6 resolutions approving the recommendations of the hearing officer for abatement petitions originally denied by the Assessor's Office.

Background

These abatements were filed by petitioner and denied by the Assessor's Office. C.R.S. 39-1-113(1) states "... no decision on any petition regarding abatement or refund of taxes shall be made unless a hearing is had thereon"

Discussion

The following abatement recommendations are a result of the above-mentioned hearings by the hearing officer.

Alternatives

None.

Fiscal Impact

Reduction in the amount of property taxes collected on approved petitions, and no decrease in the taxes collected on denied petitions.

Concurrence

The hearing officer and County Attorney support these recommendations.

Reviewed By

Ronald A. Carl, County Attorney
Karen Thompsen, Paralegal

ABATEMENTS September 26, 2017 BOCC Consent Agenda

Petitioner/Parcel Address	Parcel Number	Year	Previous Value	New Value	Refund
Air Academy National Bank	2075-03-2-09-005	2014	\$881,000	\$881,000	\$0.00
9600 East Hampden Avenue	2075-03-2-09-005	2015	\$983,000	\$983,000	\$0.00
M-1	2075-03-2-09-005	2016	\$983,000	\$983,000	\$0.00
Wilson Gardens Havana LLC	1973-23-2-41-003	2016	\$12,373,492	\$12,373,492	\$0.00
1150 South Ironton Street					
M10					
Dana S. Wilburn	2077-36-1-08-022	2014	\$453,600	\$373,200	\$689.36
7715 South Madison Circle					
M12					
William C. Hall Jr.	1977-00-0-04-008	2015	\$487,700	\$303,350	\$1,614.36
24045 East Ohio Avenue	1977-00-0-04-008	2016	\$487,700	\$303,350	\$1,661.89
M-11					
CAW Equities, LLC	2077-13-4-06-002	2015	\$1,222,760	\$1,222,760	\$0.00
Vacant Land					
M-1					
CAW Equities, LLC	2077-13-4-02-031	2014	\$1,088,830	\$1,088,830	\$21,029.55
Vacant Land	2077-13-4-02-031	2015	\$1,763,200	\$1,763,200	\$32,454.20
Classification Change (from vacant to residential)					

ABATEMENTS September 26, 2017 BOCC Consent Agenda

M1. I considered the evidence submitted & testimony given by both the Assessor & the petitioner/agent at this hearing. I find in this case that the Assessor's determination of value is better supported by all of the facts presented.					
M10. Petitioner/agent voluntarily withdrew this petition prior to the hearing. Withdrawal of the petition is hereby accepted as final action by the Board of County Commissioners. Therefore, the final actual value of this parcel for <u>XXXX</u> is <u>\$X,XXX,XXX,XXX</u> .					

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

WHEREAS, the Board of County Commissioners of Arapahoe County met at a duly and lawfully called meeting held on Tuesday, _____, 2017; and

WHEREAS, the Board has determined to take final action on this Petition for Abatement or Refund of Taxes pursuant to Sections 39-1-113 and 39-10-114, C.R.S. as submitted by the Petitioner; and

WHEREAS, the County Assessor has recommended denial of this Petition for reasons set forth within the Assessor's recommendation as shown on the Petition; and

WHEREAS, pursuant to a policy adopted by the Board of County Commissioners on September 13, 1993 (Resolution No. 1243-93), this matter was referred to a referee for hearing and recommendation to the Board; and

WHEREAS, the Board has reviewed the recommendation of the referee on this date and has determined to adopt said recommendation.

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

The Petition for Abatement or Refund of Taxes relating to schedule number _____ is hereby allowed for tax year(s) _____. The recommendation of the referee is hereby adopted. The original actual value is adjusted from \$_____ to \$_____ and a refund in the amount of \$_____ shall be allowed for the following reason:

REASON

The vote was:

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

The Chair declared the motion carried and so ordered.

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

WHEREAS, the Board of County Commissioners of Arapahoe County met at a duly and lawfully called meeting held on Tuesday, _____, 2017; and

WHEREAS, the Board has determined to take final action on this Petition for Abatement or Refund of Taxes pursuant to Sections 39-1-113 and 39-10-114, C.R.S. as submitted by the Petitioner; and

WHEREAS, the County Assessor has recommended denial of this Petition for reasons set forth within the Assessor's recommendation as shown on the Petition; and

WHEREAS, pursuant to a policy adopted by the Board of County Commissioners on September 13, 1993 (Resolution No. 1243-93), this matter was referred to a referee for hearing and recommendation to the Board; and

WHEREAS, the Board has reviewed the recommendation of the referee on this date and has determined to adopt said recommendation.

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

The Petition for Abatement or Refund of Taxes relating to schedule number _____ is hereby denied for tax year(s) _____. The recommendation of the referee is hereby adopted. The original actual value is \$_____ and no refund shall be allowed for the following reason:

REASON

The vote was:

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

The Chair declared the motion carried and so ordered.



Board Summary Report

Date: September 15, 2017

To: Board of County Commissioners

Through: Ron Carl, County Attorney

From: Karen Thompsen, Paralegal

Subject: Abatement

Request and Recommendation

The purpose of this request is to obtain the authorization for the Chair to sign a resolution approving the recommendations of the Assessor concerning the listed abatement.

Background

This abatement was filed by petitioner and approved the Assessor's Office. C.R.S. 39-1-113(1) states. . . "no decision on any petition regarding abatements or refund of taxes shall be made unless a hearing is had thereon. . ."

Discussion

Attached

Alternatives:

None

Fiscal Impact

A decrease in the taxes collected on approval abatements.

Concurrence

The Assessor and County Attorney support these recommendations.

Reviewed by:

Karen Thompsen, Paralegal
Ron Carl, County Attorney

Petitioner	Parcel Number	Year	Refund	Reason
Kathleen K. Dumpert	2075-33-4-13-043	2015	\$105.43	Information received from the property owner, after the original value was placed on the property, resulted in a reduction to that property's value.
Kathleen K. Dumpert	2075-33-4-13-043	2016	\$109.49	Information received from the property owner, after the original value was placed on the property, resulted in a reduction to that property's value.
Christopher J. Gilmore	2077-28-4-00-005	2015	\$551.62	Information received from the property owner, after the original value was placed on the property, resulted in a reduction to that property's value.
Christopher J. Gilmore	2077-28-4-00-005	2016	\$550.25	Information received from the property owner, after the original value was placed on the property, resulted in a reduction to that property's value.

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

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

WHEREAS, the Board of County Commissioners of Arapahoe County met at a duly and lawfully called meeting held on Tuesday, _____, 2016; and

WHEREAS, the Board at that time considered Petitions for Abatement or Refund of Taxes as submitted by various taxpayers and as contained within an Agenda Memorandum to the Board; and

WHEREAS, applicable procedures, due process, and requirements of notice were followed pursuant to Sections 39-1-113 and 39-10-114, C.R.S.; and

WHEREAS, no Petitioners or representatives of the Arapahoe County Assessor were present, although both parties were afforded notice; and

WHEREAS, the Board received comments from the County Attorney, received exhibits and reviewed the record as represented by an Agenda Memorandum summarizing the Petitions and the Arapahoe County Assessor recommendations.

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

1. That the Petitions listed below, presented this date to the Board and relating to the schedule numbers set forth therein, shall be and are hereby granted, the recommendations of the Assessor are hereby adopted and abatements or refunds in the amounts approved by the Assessor are hereby approved by the Board.

Petitioner	Parcel Number	Year	Refund
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The vote was:

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

The Chair declared the motion carried and so ordered.



Board Summary Report

Date: September 14, 2017

To: Board of County Commissioners

Through: Ronald Carl, County Attorney

From: Benjamin P. Swartzendruber, Assistant County Attorney

Subject: Resolution approving settlement and execution of full and final release in pending litigation.

Purpose and Recommendation

As previously reviewed with the Board and consistent with its earlier direction and authorization, a negotiated confidential settlement has been reached resolving all claims at issue in that pending civil rights lawsuit titled *Wyatt T. Handy and Ashlee M. Handy v. Mailroom Clerk Luenza #13083 and Unknown Mailroom Clerk*, Case No. 16-cv-02110-WYD-MEH, pending in the United States District Court. This report seeks the Board's final approval of the settlement and execution of the mutually approved Settlement Agreement and Full and Final release.

Background

The Handys commenced their lawsuit for monetary damages for alleged violations of civil rights as a result of Arapahoe County Detention Facility mailroom clerks rejecting mail in 2014-2015 that Wyatt Handy sent to Ashlee Handy while Ashlee was detained in the jail. The Handys allege violations of freedom of speech under the First Amendment and procedural due process under the Fourteenth Amendment. The suit has been vigorously contested.

Discussion

The settlement resolves all claims plaintiffs asserted or could have asserted related to the mail rejections and is being recommended for the Board's approval as an economically prudent and cost-saving resolution of those claims. The County and defendants being dismissed from the case under the terms of the settlement will not be admitting any liability or fault for any of the claims. The specific agreement terms are confidential and not to be shared beyond the parties.

Alternatives

Reject the settlement proposal and proceed with the defense on all claims.

Fiscal Impact

As discussed and authorized by the Board in previous discussions.

Recommendation

The County Attorney's Office recommends that the Board adopt the proposed resolution authorizing and confirming the settlement, the terms of which were negotiated within the parameters established earlier by the Board, and authorize the Board Chair to execute the appropriate settlement documents on behalf of the County and obtain the dismissal of all claims.

Reviewed By

County Attorney's Office

A Resolution of the Board of County Commissioners for the County of Arapahoe, Colorado

RESOLUTION NO. _____

It was moved by Commissioner _____ and duly seconded by Commissioner _____ to adopt the following Resolution:

WHEREAS, the Board of County Commissioners previously authorized the County Attorney to engage in settlement negotiations in an effort to resolve that litigation known as *Wyatt T. Handy and Ashlee M. Handy v. Mailroom Clerk Luenza #13083 and Unknown Mailroom Clerk*, Case No. 16-cv-02110-WYD-MEH, pending in the United States District Court for the District of Colorado; and

WHEREAS, a mutually satisfactory resolution of all claims in the litigation has been achieved between the parties consistent with the terms and conditions previously designated by the Board; and

WHEREAS, the resolution of the claims described herein is being done as an economic convenience and to avoid the cost of further litigation absent any concession or admission by Arapahoe County, the Board, or the defendant parties as to liability or fault for the claims subject to the settlement agreement; and

WHEREAS, the County Attorney has recommended that the Board formally approve and authorize the terms and execution of the settlement as reflected in the agreement negotiated between the parties; and

WHEREAS, the Board has been fully apprised of the facts, circumstances, and terms of the settlement agreement and the proposed dismissal of the pending litigation with prejudice.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for the County of Arapahoe, Colorado, that the settlement agreement resolving the above-noted litigation be and is hereby approved and that the Chair is authorized and directed to execute the same and such other documents necessary to implement the negotiated settlement on behalf of Arapahoe County and the Board of County Commissioners.

The vote was: Commissioner Baker____; Commissioner Conti____; Commissioner Holen____; Commissioner Jackson____; and Commissioner Sharpe, Chair, ____.

The Chair declared the resolution adopted and so ordered on the ____ day of _____ 2017.



Board Summary Report

Date: September 15, 2017
To: Board of County Commissioners
Through: Ronald A. Carl, County Attorney
From: Karen Thompsen, Paralegal
Subject: Approval of BAA Stipulation (1 Resolution Number)

Request and Recommendation

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

Background

This stipulation is a result of an agreement reached between the taxpayer and the County regarding a reduction in the amount of property tax owed, settling a tax protest filed with the BAA.

Discussion

The following BAA docket number has been stipulated to for the tax year indicated below.

Tax Year	Docket #	Property Owner	Property Address	Code	Original Value	Stipulated Value
2015	70061	Chris and Allison Wilson	4411 South Lafayette Street	1.	\$2,740,100	\$2,540,900
2015	70107	John Schmalz	2653 West Hampden Avenue	2.	\$608,000	4490,000

Code

1. Comparable sales indicate that adjustment to this value is correct.
2. Value matches 2016 of \$490,000.

Alternatives

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

Fiscal Impact

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

Concurrence

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

Reviewed By:

Ronald A. Carl, County Attorney

Karen Thompson, Paralegal

RESOLUTION NO. 170XXX It was moved by Commissioner _____ and duly seconded by Commissioner _____ to authorize the Arapahoe County Attorney to settle the following Board of Assessment Appeals Case (Docket Number), for the tax year listed below:

Docket #	Property Owner	Tax Year
-----------------	-----------------------	-----------------

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

The vote was:

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

The Chair declared the motion carried and so ordered.



Board Summary Report

Date: 09/06/2017
To: Board of County Commissioners
Through: Don Klemme, Community Resources Department Director
From: T.J. Westphal, County Veterans Service Officer
Subject: Veterans Service Officer Summary Report

Direction/Information:

The purpose of this report is to communicate the services provided to veterans and their families by the Arapahoe County Veterans Service Officer during the month of August, 2017.

Background

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

Burials:

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

Health Services:

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

Claims:

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

Links to Align Arapahoe

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

Discussion

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

Alternatives

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

Fiscal Impact

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

Concurrence

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

Attorney Comments

If appropriate, include this section.

Reviewed By:

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

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



ARAPAHOE COUNTY
VETERANS SERVICE OFFICE

Arapahoe County Veterans Service Office August, 2017- Summary Report

For the month of August, 2017:

- The County Veterans Service Office prepared, presented and appealed claims for federal benefits to the Department of Veterans Affairs. The office also administered the Veterans Trust Fund for emergency financial assistance. Staff conducted all daily operations to include meeting with veterans and/or their dependents, conducting community outreach, processing legal correspondence and fielding calls related to claims, resource referrals and general inquiries.
- John Rossie gave **5 hours** of volunteer service to the County Veterans Service Office.
- Assistant VSO David Fry resigned effective August 16, 2017
- Volunteer John Rossie resigned effective August 17, 2017
- **Goals and Objectives:**
 - Total phone calls processed: **717**
 - Specific to current claim action/status: **133**
 - Appointments, referrals, general inquiries: **584**
 - Scheduled/walk-in appointments/home visits: **60**
 - Claims for federal benefits filed to the VA: **21**
 - Other applications and claim correspondence: **25**
 - Requests for military records and corrections: **5**
 - Veterans Trust Fund requests granted: **0**
 - New favorable award notifications received: **34**
 - 2017 Favorable decisions to date: **241**
 - 2017 VA claim award recoveries to date: **\$2,833,419.64**
- **Training, Outreach and Community Events:**
 - 08/01/17 - Training: Decision Ready Claims Training w/Denver VA Regional Benefits Office
 - 08/17/17 – Outreach: Veterans Benefits Presentation @ Aurora Central Library

Respectfully Submitted,

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



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

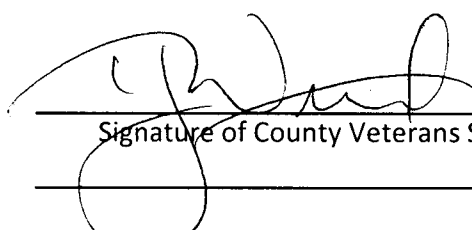
County of ARAPAHOE Month of AUGUST 2017

General Information		Request for Medical Records	
Telephone Calls	717	21-4142 & 21-4142a	2
Office Visits	60	Military Records/Corrections	
Home Visits	0	SF180	3
Outreach Visits	1	DD149	0
Community Events	0	DD293	0
Request for Medal	0	NA13075	1
Operation Recognition	0	Other	0
Correspondence Rec'd	24	NSC Pension	
Correspondence Written	78	21-527EZ	0
Info/Referral/Inquiries	584	21-8416	0
VCAA Notice	7	Widows Pension	
State Benefits	0	21-534EZ	1
Income Verifications	5	21-8416	0
New Claims Initiated		DIC	
21-22 CVA	18	21-5234EZ	1
21-22 others	0	Burial Allowance	
SC Entitlement		21P-530	0
21-526EZ	15	40-1330	0
21-0966 Informal	10	21-2008	0
21-526EZ Reinstate	0	26-1817	0
21-526EZ IU	4	Waivers/Compromise	
21-8940 IU	4	21-4138	0
21-4192 IU Employer	4	21-5655	0
21-4138 SMC	1	Appeals	
21-686c Dependency	6	21-0985 NOD	5
21-674 School Attendance	0	VA Form 9	1
VA Healthcare		VA Home Loan	
10-10EZ	0	26-1800	0
CHAMPVA	0	Insurance Claims	
Homeless Veterans Claims		29-357	0
Service Connection	2	29-4364	0
NSC Pension	0	29-336 Beneficiary	0
VOC REHAB		29-4125 Lump Sum	0
28-1900 CH31	0	VTF Requests	
MISC CLAIMS		Rental Assistance	0
21-8678 Clothing Allow	0	Utilities Assistance	0
21-4502 Adaptive Equip.	0	Prescription Assistance	0
26-4555 Housing	0	Food Assistance	0
10-0103 HISA Grant	0	Transportation Assistance	0
CRSC	0	Clothing Assistance	0
Incarcerated Veterans		Other	0
21-526EZ Reinstatement	0		
21-4138 Apportionment	0		

Certification by County Veterans Service Officer

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

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



Signature of County Veterans Service Officer

9-6-17

Date

Certification by County Commissioner or Designee

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

County Commissioner or Designee of

County

Date

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

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

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



David C. Walcher
Sheriff

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

Board Summary Report

Date: September 8, 2017

To: Board of County Commissioners

Through: David C. Walcher, Sheriff

From: Olga Fajaros, Budget & Logistics Manager

Subject: Arapahoe County and State of Colorado MOU for Radio Site Sharing

Request and Recommendation

Request the Board of County Commissioners to authorize the Chair of the Board of County Commissioners to sign an MOU with the State of Colorado (the State) to share vault space at the Deer Trail radio site.

Background

The State of Colorado provides a public safety communications capability via the statewide Digital Trunked Radio System (DTRS). Arapahoe County owns a radio communication site located in Deer Tail, CO, a part of the DTRS. The State will replace the existing Arapahoe County owned microwave path connecting Deer Trail & Zap (Bennett) sites to the DTRS, as well as add a microwave path from Deer Trail to a State owned radio site, creating a microwave loop for better system redundancy and capacity.

Links to Align Arapahoe

Sharing space in the Deer Trail radio site with the State ensures we continue to provide quality of life and safety to the citizens of Arapahoe County while practicing fiscal responsibility.

Discussion

The State of Colorado is currently in the process of replacing all of its microwave radio systems throughout the state. At the same time it is augmenting the microwave systems to expand capacity and redundancy in the DTRS. This MOU is designed to establish a cooperative relationship in the operation of a joint communication system and communications sites. The sharing of communications facilities are actions that may substantially reduce costs and enhance communications for the State and the County.

The County acknowledges that the State is providing good and adequate consideration for the use of the towers and facilities by providing the benefit of shared public safety voice communications to public safety first responders and government agencies in Arapahoe County.

Alternatives

The alternative is for Arapahoe County to continue as we are currently and the State to find another alternative to add redundancy and capacity to the system.

Fiscal Impact

There is no adverse fiscal impact, as the State is fully funding the equipment and installation.

Concurrence

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

Attorney Comments

Reviewed By:

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

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to authorize the Chair of the Board of County Commissioners to sign the Memorandum of Understanding allowing the State to co-locate public safety communication equipment at one or more tower sites owned and operated by the County, and to share communication equipment.

The vote was:

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

The Chair declared the resolution adopted and so ordered.

MEMORANDUM OF UNDERSTANDING

**BETWEEN
ARAPAHOE COUNTY on behalf of the
ARAPAHOE COUNTY SHERIFF'S OFFICE
CENTENNIAL, COLORADO**

And

**STATE OF COLORADO
GOVERNOR'S OFFICE OF INFORMATION TECHNOLOGY (OIT)
PUBLIC SAFETY COMMUNICATIONS NETWORK (PSCN)**

For

SHARED COMMUNICATIONS SITE/s IN THE STATE OF COLORADO

1. Memorandum of Understanding (MOU):

This Memorandum of Understanding (MOU) is entered into this _____ day of _____, 201____, by and among the ARAPAHOE COUNTY BOARD of COMMISSIONERS on behalf of the ARAPAHOE COUNTY SHERIFF'S OFFICE, located at 13101 E. BRONCOS PARKWAY, CENTENNIAL, CO, 80112, and the State of Colorado, Office of Information Technology, Public Safety Communications Network; 601 East 18th Avenue, Suite B100; Denver, Colorado 80203.

2. Purpose:

The Arapahoe County Sheriff's Office, hereinafter referred to as the "County", and the State, hereinafter referred to as the "State", and collectively hereinafter referred to as the "Parties", have entered into this MOU to set a framework for allowing the State to co-locate public safety communication equipment at one or more tower sites owned and operated by the County, and to share communication equipment for the support of public safety communications in Arapahoe County.

3. Statement of Mutual Interests and Benefits:

The State provides a public safety communications capability serving state agencies and participating federal and local government entities. As part of this responsibility, the State is seeking to improve reliability, redundancy and capacity of public safety communications in Arapahoe County. The County provides public safety communications for county public safety first responders and local government entities.

This MOU is designed to establish a cooperative relationship in the operation of a joint communication system and communications sites ("Site/s" as further defined herein). The sharing of communications facilities are actions that may substantially reduce costs and enhance communications for the State and the County. The County acknowledges that the State is providing good and adequate consideration for the use of the towers and facilities, as stated herein, by providing the benefit of shared public safety voice communications to public safety first responders and government agencies in Arapahoe County.

4. Parties Agree:

- 4.1 Each Party shall be responsible for engineering, providing, installing, operating, and maintaining the necessary equipment within its own system, except as specified in Exhibits attached to this MOU.
- 4.2 Unless specifically authorized, neither Party's employees, representatives, contractors or agents shall add, remove, modify, adjust, alter, install, or otherwise physically touch appliances, equipment or structures owned by the other Party without expressed written consent from the owner of the appliance, equipment or structure.
- 4.3 Future commercial use of tower sites will not be permitted if such commercial use interferes with the operation of County or State public safety emergency communications system/s.
- 4.4 The Parties will license and manage frequencies assigned to them in accordance with FCC regulations.
- 4.5 Parties shall coordinate to provide needed capacity in the form of facilities, antenna space, etc.
- 4.6 To the extent legally possible and within the legal control of the County, the State shall have access to the Site/s for equipment maintenance, repair, upgrade and replacement purposes at all times, twenty-four hours a day, 365 days a year, weather and safety permitting. Notwithstanding the foregoing, the State shall be responsible for obtaining its own vehicular access to the Site/s.
- 4.7 The State shall own, license, operate, monitor, maintain, and manage the State's public safety microwave radio network connecting the Deer Trail site to Zap and the Deer Trail site to Last Chance sites (collectively referred to as "Site/s" herein). The public safety microwave radio network is inclusive of microwave radios, antennas, rectifiers, batteries and associated equipment.
- 4.8 The State shall continue to own, license, operate, monitor, maintain, and manage the State purchased public safety Digital Trunked Radio System (hereinafter "DTRS") equipment located at the Site/s, where applicable.
- 4.9 Radio frequency interference caused or created by radio equipment owned, operated or maintained by either Party at the Site/s shall be considered an immediate threat to public safety and shall be immediately resolved by the interfering Party. All costs associated with the identification of radio frequency interference shall be borne by the interfering Party. Should harmful interference occur to either Party's equipment, the County and State will work together to identify the source of interference. If the State's equipment is determined to be the cause of interference, the State shall correct the problem and pay all costs associated with the remedy. If the County's equipment is determined to be the cause of the interference, the County shall correct the problem and pay all costs associated with the remedy.
- 4.10 Each Party shall notify the other Party 48 hours in advance, when possible, should it become necessary to temporarily sever an interconnection or to interrupt a circuit elsewhere in its system that would affect the operation of the other Party's equipment or circuits.

- 4.11 The State shall notify the County by calling the Arapahoe County Sheriff's Office public safety dispatch center 24 hours prior to entry to the Site/s. It is understood that the possibility of unforeseen circumstances creating a public safety emergency may preclude the ability to provide the requested 24-hour notice, and immediate access to the Site/s may be necessary for protection of life and property.
- 4.12 The State shall be liable for losses arising from personal injury, death or property damage caused by the negligent or wrongful act or omission of any employee of OIT **in accordance with the Colorado Government Immunity Act, §24-10-101 et seq.,** C.R.S., and Part 15, Article 30, Title 24, C.R.S. Nothing in this MOU shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the State, its officials, employees, contractors, or agents, or any other person acting on behalf of the State and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised Statutes.
- 4.13 The County shall be liable for losses arising from personal injury, death or property damage caused by the negligent or wrongful act or omission of any employee of Arapahoe County **in accordance with the Colorado Government Immunity Act, §24-10-101 et seq.,** C.R.S., and Part 15, Article 30, Title 24, C.R.S. Nothing in this MOU shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the County, its officials, employees, contractors, or agents, or any other person acting on behalf of the County and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised Statutes.
- 4.14 The County shall maintain and keep current all property leases, rights-of-way, easements, permits, etc. relevant to the Site/s. The County grants permission to the State and its authorized employees, agents, and contractors to enter its associated buildings, towers, easements and rights-of-way to locate, install, inspect, test, operate, maintain, and remove the equipment provided for in this MOU; provided that proper advance arrangements are made with the Party owning such buildings, towers, easements and rights-of-way. This MOU does not grant any right, privilege, or interest in land.
- 4.15 Upon County request, State will provide a list of all frequency licenses issued by the National Telecommunications and Information Administration ('NTIA') or the Federal Communications Commission ('FCC') authorizing operation of State radio equipment at the Site/s.
- 4.16 Upon County request, State will submit a list of names of employees, representatives, contractors or agents requiring possible access to the Site/s.

5. Non-Fund Obligation Document

This instrument is neither a fiscal nor a funding obligation document. Any endeavor involving reimbursement or contribution of funds between Parties will be outlined in separate agreements.

6. No Third Party Beneficiary Rights:

Except as otherwise stated, this MOU shall inure to the benefit of and be binding only upon the Parties hereto and their respective successors and assigns. No third party beneficiary rights or benefits of any kind are expressly or impliedly provided herein.

7. Terms of MOU:

This MOU will become effective upon receipt of the last required signature and will remain in force for a period of twenty (20) years or until terminated upon one hundred and eighty (180) days written notice to the other Party of the intent to terminate. Either Party may propose changes to this MOU during its term. Such changes will be in the form of an amendment and will become effective upon signature by all Parties to the amendment. The term of this MOU may be extended upon mutual written agreement of the Parties.

8. Authorized Representatives of The Parties:

8.1 Each Party shall designate a representative who is authorized to act on its behalf with respect to those matters contained herein that are the functions and responsibilities of the authorized representatives of the Parties. Any Party may change the designation of its authorized representative upon oral notice given to the other, confirmed by written notice.

8.2 The authorized representatives shall not have the authority to change any of the terms or conditions of this MOU.

9. Insurance:

Each Party shall at its sole cost and expense, maintain insurance on or self-insure its inventory, equipment, and all other property associated with this equipment against loss resulting from fire or other casualty.

10. Control and Possession of Systems:

Each Party shall remain in exclusive control and possession of its own telecommunications system and equipment and this MOU shall not be construed to grant any Party any rights of ownership, control, or possession of the other Parties' systems or equipment, other than those, which may be specifically set forth herein or in exhibits hereto.

11. Non-dedication of Equipment:

The Parties do not intend to dedicate, and nothing in this MOU shall be construed as constituting a dedication by any Party of its rights, or equipment, or any part thereof, to the other Party or any customer or member of the other Party.

12. Uncontrollable Forces:

No Party shall be considered to be in default in performance of any of its obligations under this MOU when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the Party affected including, but not restricted to, failure or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority or action or non-action by, or failure to obtain the necessary authorizations or approvals from, any governmental County or authority, which by exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it is involved. Either Party rendered unable to fulfill any obligation under this MOU by reason of uncontrollable force

shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

13. Notices:

Any notice, demand or request pursuant to this MOU herein shall be in writing and shall be considered properly given when delivered in person, sent by either registered or certified mail, or sent by national overnight delivery service, postage prepaid addressed to the other Party's principal offices.

Notices to the State shall be sent to State of Colorado, Office of Information Technology, Public Safety Communications Network; 601 East 18th Avenue, Suite B100; Denver, Colorado 80203.

Notices to the County shall be sent to the Arapahoe County Sheriff's Office, attn.: Telecommunications Coordinator, 13101 E. Broncos Parkway, Centennial, CO. 80112.

14. Waivers:

Any waiver at any time by a Party to this MOU of its rights with respect to a default or any other matter arising under or in connection with this MOU shall not be deemed to be a waiver with respect to any subsequent default or matter.

15. Binding Obligations:

All of the obligations set forth in this MOU shall bind the Parties and their successors and assigns, and such obligations shall run with the Parties' rights, titles, interests, and with all of the interests of each Party to this MOU.

16. Effect of Section Headings:

Section heading titles appearing in this MOU are inserted for convenience only and shall not be construed as interpretations of text.

17. Governing Law:

This MOU shall be construed and interpreted in accordance with the Federal laws of the United States and laws of the State of Colorado.

IN WITNESS WHEREOF, the Parties hereto have executed this MEMORANDUM of UNDERSTANDING

**ARAPAHOE COUNTY
BOARD of COUNTY COMMISSIONERS**

STATE OF COLORADO
GOVERNOR'S OFFICE OF INFORMATION TECHNOLOGY
Suma Nallapati, Secretary of Technology and
State Chief Information Officer

By: _____, Chair

By: _____
Brenda Berlin, Chief Financial Officer

Date: _____

Date: _____

Exhibit A

DEER TRAIL COMMUNICATIONS SITE
ARAPAHOE COUNTY

A. At the DEER TRAIL site the County Shall:

1. Provide space on the County owned tower for installation of ONE (1) cross pol microwave dish antenna 8' in diameter pointed to the ZAP site in Arapahoe County and ONE (1) microwave dish antenna 6' in diameter pointed to the State LAST CHANCE site in Washington County.
2. Maintain tower to industry standards.
3. Provide space in the County owned building for all necessary State radio equipment, as agreed upon by both parties. The equipment includes two (2) 7 foot racks for the DEER TRAIL to ZAP equipment, each rack with a footprint of 20" by 20 ½", and two (2) 7 foot racks for DEER TRAIL to LAST CHANCE microwave equipment each with a footprint of 20" by 20 ½".
4. Maintain building and air conditioning equipment.
5. Provide electric utilities to power and sustain the equipment at the site.
6. Maintain its own radios and associated equipment.
7. As site manager, approve new users of the site.
8. Establish MOU's with new users.
9. Provide and maintain backup generator to sustain equipment in the event of a commercial power outage, which includes fuel for the generator.

B. At the DEER TRAIL site the State Shall:

1. Own, license, operate, maintain, monitor and manage State owned radios and associated equipment, including all State owned microwave network equipment.
2. Remove County owned microwave radio antennas and ancillary equipment communicating with the ZAP site. All County owned microwave equipment remains the property of the County. When removed by the State, County owned equipment will be returned to the County for reuse or disposal, as the County deems proper.
3. Purchase and install new microwave radios, antennas and ancillary equipment communicating with the ZAP and LAST CHANCE sites.
4. Provide the County with bandwidth needs on the State microwave network equivalent to operational needs at the time of signing of this MOU.
5. The State agrees to negotiate in good faith for future bandwidth capacity realized by the County, as those needs are identified.

6. In the event the County terminates, or otherwise allows the lease, permit, out grant, rights of way, easements, etc. to expire, the State reserves the unconditional right to remove all state owned assets and equipment from the site.



Board Summary Report

Date: September 6, 2017

To: Board of County Commissioners

Through: Ron Carl, County Attorney

From: John R. Christofferson, Deputy County Attorney

Subject: Incentive Payment Agreement – Arrow Electronics, Inc.

Purpose and Recommendation

Arrow Electronics, Inc. is requesting the Board to authorize the Chair to sign an Incentive Payment Agreement for refunds of 100% of the personal property taxes associated with the new business facilities located at 9151 E. Panorama Circle, Centennial, Colorado 80112. This Agreement is for 10 years and involves tax years 2018 – 2027. Arrow also requests to terminate two Incentive Payment Agreements between the County and Arrow Electronics Inc. dated January 26, 2010, for the location 24 Inverness Place East, Englewood, Colorado and March 29, 2013, for the location 181 Inverness Drive West, Englewood, Colorado effective as of December 31, 2018.

Background and Discussion

Pursuant to Section 30-11-123, CRS, the Board of County Commissioners has the authority to enter into agreements for refunds of personal property taxes levied for County purposes associated with new business facilities in the County or associated with existing business facilities that expand such that they qualify as “new” business facilities. The Board met with representatives of Denver South Economic Development Partnership and Arrow Electronics, Inc. at a study session and generally agreed to the concept of a new incentive payment agreement, subject to negotiating an acceptable contract. This agreement is a “standard” incentive payment agreement relating to a new business facility, is for a term of ten (10) years and involves a refund of 100% of the personal property taxes levied by the County.

Arrow Electronics Inc. is moving to a new facility within Arapahoe County and closing two other locations. Arrow Electronics Inc. desires to terminate two Incentive Payment Agreements for the two closing locations.

Alternatives

This is one of the few economic “incentives” available to a County.

Fiscal Impact

Obviously, this is a refund of taxes received by the County and it reduces the funds available for other County expenditures. The statute allows for the County to adjust its tax levy to recoup the total of all incentive payments; however, the Board has not made such an adjustment in previous years.

Reviewed by

John Christofferson, Deputy County Attorney

RESOLUTION NO. 170____ It was moved by Commissioner ____ and duly seconded by Commissioner ____ to authorize the Chair of the Board of County Commissioners to sign the Incentive Payment Agreement by and between Arapahoe County and Arrow Electronics, Inc. relating to the refund of one-hundred percent (100%) of the County levied personal property taxes for tax years 2018 through 2027, pursuant to Section 30-11-123, C.R.S., in connection with the new business facility located at 9151 East Panorama Circle, Centennial Colorado 80122 for Arrow Electronics Inc., pursuant to the terms contained therein; and to terminate two Incentive Payment Agreements between the County and Arrow Electronics Inc. dated January 26, 2010, for the location 24 Inverness Place East, Englewood, Colorado and March 29, 2013, for the location 181 Inverness Drive West, Englewood, Colorado effective as of December 31, 2018.

The vote was:

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

The Chair declared the motion carried and so ordered.

INCENTIVE PAYMENT AGREEMENT

This Incentive Payment Agreement (“Agreement”) is entered into as of _____, 20__, by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (the “County”) and Arrow Electronics, Inc., a New York Corporation (the “Taxpayer”).

WHEREAS, pursuant to the provisions of Sec. 30-11-123, C.R.S., the County has the authority to negotiate for incentive payments or credits with taxpayers who establish new business facilities or who expand existing business facilities; and

WHEREAS, pursuant to this legislation, a county and a taxpayer may negotiate a contract for an incentive payment or a credit from a county to a taxpayer relating to the new or expanded business facilities; and

WHEREAS, the County and the Taxpayer previously entered into an Incentive Payment Agreement dated January 26, 2010, for the location 24 Inverness Place East, Englewood, Colorado and an Incentive Payment Agreement dated March 29, 2013, for the location 181 Inverness Drive West, Englewood, Colorado (the Previous Incentive Agreements”); and

WHEREAS, the Taxpayer plans to consolidate its operations at a new location and terminate the Previous Incentive Agreements after December 31, 2018 in order to allow for possible incentive payment for tax year 2017 paid in 2018; and

WHEREAS, the County and the Taxpayer desire to negotiate a contract regarding a new business facility.

NOW, THEREFORE, IT IS AGREED by the County and the Taxpayer as follows:

1. The Incentive Payment Agreement between the County and the Taxpayer dated January 26, 2010, for the location 24 Inverness Place East, Englewood, Colorado and the Incentive Payment Agreement between the County and the Taxpayer dated March 29, 2013, for the location 181 Inverness Drive West, Englewood, Colorado will hereby be terminated as of December 31, 2018.

2. The Taxpayer will establish new business facilities as defined in Section 39-30-105 (7)(e), C.R.S. in the City of Centennial, a municipality in Arapahoe County, Colorado. This new business facility is/will be located at 9151 East Panaroma Circle, Centennial Colorado 80122. The purposes and functions of this new business facility include Global Shared Service Operations, IT, IoT, America’s sales operations, and America’s back office support.

3. The Taxpayer shall comply with all of the provisions of Sections 39-5-107 and 39-5-108, C.R.S., concerning the filing of personal property schedules associated with the taxable personal property located at or within such new business facility and used in connection with the operation of such new business facility.

4. Prior to any payment from the County, the Taxpayer shall invoice the County by June 15th, beginning in the year 2019 for the incentive payment and provide the County with the Taxpayer's tax statement, appropriate documentation of proof of payment of the County business personal property tax.

5. Upon completion of Paragraph 4 above, the County shall make an annual incentive payment, to the Taxpayer, which payment shall equal one hundred percent (100%) of the amount of taxes levied by the County for the County mill levy upon the taxable personal property directly attributable to such new business, located at or within such new business facility and used in connection with the operation of such new business facility. This incentive payment relates to the tax levied only by the Board of County Commissioners of Arapahoe County for county government and not to any other tax levied by another taxing entity.

6. These incentive payments to the Taxpayer shall be made by the County on or about September 1 of each year for ten (10) years, beginning in 2019, as set forth in Exhibit A, provided the Taxpayer has paid, and is therefore not delinquent in the payment of, its property taxes, and the Taxpayer has complied with the provisions of this Agreement.

7. The County shall inform the municipality, in which the Taxpayer's new business facility is located, of this Agreement. The Taxpayer shall be responsible for negotiating separate incentive payment agreements with the affected municipality.

8. The term of this Agreement shall commence as of the date written above for tax year 2018 collected in 2019, and shall expire ten (10) years later, after the 2027 tax year with taxes collected in 2028.

9. Pursuant to Section 29-1-110, C.R.S., financial obligations of the County payable as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. This Agreement may be terminated on January 1 as to any fiscal year for which funds are not appropriated. The County shall give the Taxpayer written notice of such nonappropriation.

10. The Taxpayer shall not assign or transfer its interest in this Agreement without the written consent of the County, which consent shall not be unreasonably withheld. Any unauthorized assignment or transfer shall render this Agreement null, void and of no effect as to the County.

11. This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in writing by the parties hereto.

12. In the event of default of any provision of this Agreement by the Taxpayer, the County will provide 30 days written notice to the Taxpayer to cure said default. If said default is not so cured within the 30-day period, this Agreement may be terminated by the County without further notice. In the event of termination by the County, no damages, liquidated or otherwise, shall inure to the benefit of the Taxpayer. In the event of termination, no refunds of previous payments shall be required of Taxpayer. Taxpayer loses on it prospective payment benefits.

13. Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado.

14. Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect.

15. Notices to be provided under this Agreement shall be given in writing either by hand delivery, or deposited in the United States mail, certified mail, return receipt requested, with sufficient postage, to the following persons:

Arapahoe County
Office of the County Attorney
5334 South Prince Street
Littleton, Colorado 80166

Arrow Electronics, Inc.
9201 E Dry Creek Road
Centennial, Colorado 80112
ATTN: Legal Department

16. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations whether written or oral. Nothing herein shall be deemed to create any contractual relationship, either express or implied, between the Taxpayer and any other consultant or contractor or material supplier to Arapahoe County. Nothing herein shall be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

ARAPAHOE COUNTY

ATTEST: Clerk to the Board

Chair, Board of County Commissioners

Date: _____

TAXPAYER

By: _____
Title: _____

(Revised 5/12/2017)

EXHIBIT A

INCENTIVE PAYMENT AGREEMENT
SCHEDULE OF PAYMENTS

<u>TAX YEAR</u>	<u>TAXPAYER INVOICE DATE</u> (No later than)	<u>INCENTIVE PAYMENT DATE</u> (Approximate)
2018	June 15, 2019	September 1, 2019
2019	June 15, 2020	September 1, 2020
2020	June 15, 2021	September 1, 2021
2021	June 15, 2022	September 1, 2022
2022	June 15, 2023	September 1, 2023
2023	June 15, 2024	September 1, 2024
2024	June 15, 2025	September 1, 2025
2025	June 15, 2026	September 1, 2026
2026	June 15, 2027	September 1, 2027
2027	June 15, 2028	September 1, 2028