



ADAMS COUNTY

COLORADO

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry - District #1
Charles "Chaz" Tedesco - District #2
Erik Hansen - District #3
Steve O'Dorisio - District #4
Jan Pawlowski - District #5

STUDY SESSION AGENDA TUESDAY May 26, 2015

*STUDY SESSION WILL BEGIN APPROXIMATELY 15 MINUTES AFTER CONCLUSION OF
PUBLIC HEARING.*

ALL TIMES LISTED ON THIS AGENDA ARE SUBJECT TO CHANGE.


10:30 A.M.	ATTENDEE(S):	Norman Wright / Joelle Greenland / Stephanie Gleason
	ITEM:	Urban County Requalification / HOME Consortium Requalification
11:00 A.M.	ATTENDEE(S):	Raymond Gonzales / Carol Norberg
	ITEM:	Art Task Force Recommendations
11:30 A.M.	ATTENEE(S):	Nick Kittle / Julia Ferguson / Keirstin Beck / Mark Job
	ITEM:	CoPACE Program
12:30 P.M.	ATTENDEE(S):	Norman Wright
	ITEM:	Expedited Building Permit Review Program
1:00 P.M.	ATTENDEE(S):	Todd Leopold
	ITEM:	Administrative Item Review / Commissioner Communications
1:30 P.M.	ATTENDEE(S):	Heidi Miller
	ITEM:	Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Negotiation Strategy Regarding Development at DIA

(AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE)

AGENDA IS SUBJECT TO CHANGE



STUDY SESSION AGENDA ITEM

DATE OF STUDY SESSION: May 26, 2015
SUBJECT: Urban County Requalification and HOME Consortium Requalification
FROM: Norman Wright, Neighborhood Services Director 
AGENCY/DEPARTMENT: Community Development
ATTENDEES: Norman Wright, Joelle Greenland, Stephe Gleason
PURPOSE OF ITEM: Discussion and approval of IGA's with Urban County Designation and HOME Consortia and update to Adams County Citizen Participation Plan
STAFF RECOMMENDATION: Approval to move forward with the Urban County and HOME Requalification process with final IGAs to be presented at a future public hearing.

BACKGROUND:

Urban County Requalification: The Department of Housing and Urban Development (HUD) requires jurisdictions to re-qualify Urban County status every three years in order to maintain eligibility to receive and administer Community Development Block Grant (CDBG) funds. This requalification period is aligned with a required HOME Consortium requalification period to maintain eligibility to receive and administer HOME Investment Partnerships Program (HOME) funds on behalf of the County.

The Adams County Urban County consists of the Town of Bennett, the cities of Brighton, Commerce City, Federal Heights, and Northglenn, as well as Unincorporated Adams County. Currently, no incorporated towns or cities are excluded from the receipt and administration of CDBG funds; they either serve as individual entitlements or participate under the Adams County Urban County status. Under the existing IGA, Adams County retains a 20% administration fee to administer the CDBG program on behalf of participants. In addition, the existing Intergovernmental Agreement (IGA) operates under an automatic renewal provision; however, during discussions with Urban County participants, everyone discussed the need to revisit the allocation method language. Currently, each participating member gets an allocation proportionate to its percent of the County's HUD targeted census tracts and its low/mod income levels. Funds are awarded using an 80/20 split formula – i.e. 80% of the fund is based on each community's targeted census tracts and 20% of funds received are based on each community's low/mod income levels. Members would like the allocation method to remain the same with respect to initial determinations; however, they would also like to see language in the new IGA that would make utilizing funds more flexible and strategic. Participants receive the approximate CDBG allocations: Bennett - \$15,000; Brighton - \$160,000; Commerce City - \$170,000; Federal Heights - \$98,000; Northglenn - \$240,000; and Unincorporated Adams County - \$607,000. All funds are 100% federal and include no County General funds; all funds are included in the annual budget process. IGA discussions are continuing with an expected final IGA in June 2015 to meet the July 24, 2015 HUD deadline. The final IGA will need Board approval.

HOME Consortia Requalification: The Adams County HOME Consortium consists of Adams County and the Cities of Thornton and Westminster. During the requalification process in March, the County circulated the existing IGA to both Thornton and Westminster for any proposed changes. The IGA was then reviewed by the County Attorney's Office which had no issues with the agreement. Changes to the original IGA primarily consisted of clarification of the County's roles and responsibilities in administering the program, specifically, more communication from the County with respect to balances and activity. All parties still agree on the method of allocating HOME funds which is determined annually by HUD on a percentage formula basis. Such formula is derived from qualifying populations and low/moderate income populations. The allocations are approximately 55% to Adams County, 23% to Westminster and 22% to Thornton. Additionally, Adams County initially takes 10% of HOME funds prior to allocations for administration costs. The amount left after the 10% is then divided up. For 2015, there was \$739,468 to be divided with allocations as follows: Thornton - \$163,422; Westminster - \$172,296 and \$403,750 to Adams County. Out of the \$403,750, Adams County Housing Authority will receive \$100,937, and \$100,920 is set aside for the required 15% for a Certified Housing Development Organization. Thus there is \$191,892 for Adams County to allocate to HOME projects. All funds are 100% federal and include no County General funds; all funds are included in the annual budget process.

The city partners will present the HOME CONSORTIUM IGA for local approval and will be ready to move forward with final approval by the Board in early June.

Next Steps: HUD requires that all documents for the Urban County requalification be submitted by July 22, 2015 and the HOME Consortium requalification be submitted by June 30, 2015. HUD will review and provide final approval no later than September 2015.

Timing: The Urban County and HOME Consortium periods extend for three (3) years, beginning March 1, 2016 and ending February 28, 2019.

INTERESTED AND/OR INVOLVED PARTIES: Adams County Community Development, under Neighborhood Services Department, and authority of Adams County Board of County Commissioners, in collaboration with Adams County Finance Department, and in direct partnership with the U.S. Department of Housing and Urban Development.

ATTACHED DOCUMENTS:

- Fact Sheet
- Draft IGA's (HOME and Urban County Requalifications)

FISCAL IMPACT:

Either mark X if there is no fiscal impact or provide the following information for the recommended action:

Fund(s):	
Cost center(s):	
Self-generated / dedicated revenues:	\$
Annual operating costs:	\$
Annual net operating (cost) / income:	\$
Capital costs:	\$
Expenditure included in approved operating budget:	\$
Expenditure included in approved capital budget:	\$
New FTEs requested:	0

Additional Note:

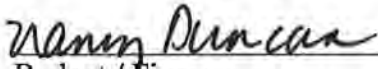
All funds are 100% federal and include no County General funds; all funds are included in the annual budget process.

APPROVAL SIGNATURES:

APPROVAL OF FISCAL IMPACT:



Todd Leopold, County Manager



Nancy Duncan
Budget Finance



Raymond H. Gonzales, Deputy County Manager

Ed Finger, Deputy County Manager

FACT SHEET – URBAN COUNTY AND HOME REQUALIFICATIONS

This fact sheet provides the reasons why the County needs to enter into Intergovernmental Agreements (IGAs) with participating jurisdictions (PJ) as they apply, respectively, to the Urban County and HOME programs administered by the Department of Housing and Urban Development (HUD):

WHY? HUD requires jurisdictions to re-qualify Urban County status every three years in order to maintain eligibility to receive and administer Community Development Block Grant (CDBG) funds. This requalification period is aligned with a required HOME Consortium requalification period to maintain eligibility to receive and administer HOME Investment Partnerships Program (HOME) funds on behalf of the County. In 2015, because the County was still a designated Urban County and a participating jurisdiction in the HOME program, it received \$1,625,647 in CDBG funds and \$821,632 in HOME funds. HUD requires IGAs to be in place to govern program participation.

URBAN COUNTY DESIGNATION:

- PJs: Bennett, Brighton, Commerce City, Federal Heights, Northglenn, Unincorporated Adams County
- IGA signed by PJ's by 7/13/2015; BoCC Hearing 7/21/15
- IGA HUD deadline: 7/24/15
- ACCD Staff holding study sessions with PJs regarding IGA
- IGA:
 - Effective 3/1/16 – 2/28/19
 - ACCD retains 20% to administer CDBG program
 - Allocations: proportionate to percent of the County's HUD targeted census tracts and low/mod income levels. Funds awarded using an 80/20 split formula (80% on community's targeted census tracts; 20% on community's low/mod income levels)
 - Approximate Allocations:
 - Unincorporated Adams County - \$600,000
 - Bennett - \$15,000
 - Brighton - \$160,000
 - Commerce City - \$170,000
 - Federal Heights - \$97,000
 - Northglenn - \$239,000
 - Reallocation Language: *"Should any one participating TOWN/CITY be unable for any reason to spend its allocated funds within the timeframes needed for reporting and timeliness, Urban County participants will be notified of the unspent allocation and allowed to propose a project or program that could use those funds quickly and efficiently. Proposals must demonstrate the ability of that project or program to use the funds in a timely manner, as deemed by the COUNTY. Such proposals would be considered and voted upon by the County and all participating jurisdictions. A majority vote would decide distribution of these unspent funds. A record of these distributions will be kept by the County for the County and all participating jurisdictions to review when deciding future allocations to ensure that no single member is receiving the greatest benefit of CDBG funding.*

If, for any reason, the Participating TOWN/CITY cannot comply with any applicable Federal laws and regulations, the funds for which the Participating TOWN/CITY was eligible under this Agreement shall not be paid to that TOWN/CITY and shall be reallocated as described above."

HOME CONSORTIA:

- PJs: Cities of Thornton and Westminster
- IGA signed by PJs: 6/9/15; BoCC Hearing 6/16/15
- IGA HUD deadline: 6/30/15
- All parties agree on HUD percentage formula basis (calculated annually and based on qualifying populations and low/moderate income populations)
- ACCD retains 10% to administer HOME program
 - Approximate Allocations (HUD formula):
 - Adams County (55% - \$403,750)
 - 25% - ACHA (2013 County Agreement)
 - 15% - CHDO
 - Westminster (23% - \$172,000)
 - Thornton (22% - \$163,000)

**INTERGOVERNMENTAL AGREEMENT
HOME INVESTMENT PARTNERSHIPS PROGRAM
CONSORTIUM - CITY OF WESTMINSTER**

THIS INTERGOVERNMENTAL AGREEMENT (HEREAFTER, "Agreement") is made and entered into this ____ day of _____, 2015, between the BOARD OF COUNTY COMMISSIONERS, COUNTY OF ADAMS (HEREAFTER "COUNTY"), a political subdivision of the STATE of COLORADO, located at 4430 South Adams County Parkway, Brighton, Colorado, 80601-8205, and the CITY of WESTMINSTER (HEREAFTER "CITY"), a home-rule municipality, located at 4800 West 92nd Avenue, Westminster, Colorado 80031. The COUNTY and the CITY may be referred to collectively as "Parties," and individually as "Party."

RECITALS

WHEREAS, the United States Government, through the National Affordable Housing Act of 1990 (the "ACT"), has established the HOME Investment Partnerships Act Program ("HOME"), administered through the U.S. Department of Housing and Urban Development ("HUD") and has designated Adams County as a Participating Jurisdiction ("PJ") to administer such Federal funds, subject to certain conditions, for the purpose of expansion and rehabilitation of the supply of decent, safe, sanitary, and affordable housing and to strengthen partnerships among all levels of government and the private sector; and

WHEREAS, 24 Code of Federal Regulations (CFR), 92.101 Consortia of the ACT provides that a consortium of geographically contiguous units of general local government can be considered to be a unit of general local government for the purposes of receiving an allocation and participation in the HOME program, and a determination has been made by HUD that the CITY and COUNTY are geographically contiguous and are eligible to participate in a HOME Consortium; and

WHEREAS, HUD rules and regulations governing HOME funds, as published in 24 CFR, Part 92 ("HOME Regulations"), provide that a county is eligible to receive HOME funds as a "Participating Jurisdiction," as defined therein, and must submit to HUD an annual request for funding in the form of an Annual Action Plan ("AAP"). The cities and units of local government within a county may be included in the Participating Jurisdiction by intergovernmental or cooperative agreement and may thereby be included in the Participating Jurisdiction's HOME; and

WHEREAS, the CITY and COUNTY recognize the need to address the community issues of homelessness, deteriorating housing stock, increase the supply of permanent affordable housing for lower-income households, and affordable and supportive housing for persons and families residing or wishing to reside in the CITY and have determined that it will be mutually beneficial and in the public interest to enter into an Intergovernmental Agreement regarding participation in HOME; and

WHEREAS, the CITY desires to enter into an Intergovernmental Agreement with the COUNTY to participate in a consortium for the purpose of using HOME funds in the city, as authorized by Title II of the ACT to enhance cooperation between jurisdictions and to maximize the use of resources available by local governments to affect the housing-related problems of lower-income persons; and

WHEREAS, the COUNTY has elected to administer such Federal funds for its HOME Consortium

through the Adams County Community Development Division; and

WHEREAS, the CITY and COUNTY are authorized to enter into cooperative agreements pursuant to the Colorado Constitution, Article XIV, § 18, and § 29-1-203, CRS; and

WHEREAS, the CITY will remain its own Entitlement for the direct receipt and administration of Community Development Block Grant ("CDBG") funds from HUD.

NOW THEREFORE, in consideration of the premises and the cooperative actions contemplated hereunder, the CITY and COUNTY agree as follows:

I. GENERAL PROVISIONS

A. CITY and COUNTY Cooperation. The CITY and COUNTY will cooperate on the HOME projects and activities conducted with the CITY's HOME funding allocation during the Federal Program Years identified in this Agreement.

B. Representative Appointment. The COUNTY is designated as the "Lead Entity" of the Adams County HOME Consortium ("Consortium") and will act in the representative capacity for all member units of general local government for the purposes of HOME per 24 CFR Part 92. As the Lead Entity, the COUNTY may add new members to the Consortium at qualification periods.

C. Program Year/Term of Agreement. The Parties agree that beginning with Program Year ("PY") 2016, the HOME Consortium PY start date shall be March 01, 2016, and the PY end date will be February 28, 2017. Both the CITY and COUNTY agree that the duration of this Agreement shall cover funding for HOME PYs 2016, 2017, 2018, beginning on March 01, 2016 and ending on February 28, 2019. No Consortium member may withdraw from the Consortium while the Agreement is in effect. The Agreement remains in effect until the expenditures of HOME PYs 2016, 2017 and 2018 funds for eligible activities and all HOME funds are closed out in HUD's Integrated Disbursement and Information System ("IDIS"), pursuant to 24 CFR 92.507.

D. IGA Renewal and Amendments. The COUNTY and the CITY can renew this agreement for any successive qualification periods. Each such period will last for three federal fiscal years. The County shall notify the CITY in writing by the date specified in HUD's most current Consortia Designation Notice or HOME Consortia web page of the CITY's right to decide whether to continue to participate in the Consortium for the next qualification period. The COUNTY shall send a copy of the written notification provided to the CITY to the HUD field office. The CITY will respond with its decision whether to renew its participation in the Consortium for the next qualification period through a signed City Council resolution; this will be provided to the COUNTY at least 15 days prior to the COUNTY's deadline to notify HUD of the Consortium participants for the new qualification period.

Any programmatic, administrative, or operational changes to this Agreement shall be made by written amendment to this Agreement, which shall be mutually agreed upon and executed by both the CITY and COUNTY. Amendments shall be made pursuant to HUD's most current Consortia Designation Notice.

E. Distribution of Funds. The allocation of HOME funds earmarked for the CITY shall be determined by HUD through the HOME Consortia Participating Members Percentage Report (also called

the Consortia Share Report) that is posted on HUD's website. The CITY shall determine how the CITY's HOME allocation will be used on an annual basis and this will be authorized through the passing of a City Council Resolution.

The COUNTY will retain up to ten percent (10%) of the total HOME annual allocation of the Consortium for program administration and other expenses related to program operations, in accordance with HUD regulations. The COUNTY will notify the CITY of its Total Gross HOME allocation, which will identify the breakdown of Administration set-aside for the COUNTY and the CITY's net allocation of HOME funds. Such allocations shall not be modified or withdrawn unless mutually agreed upon in writing by both parties.

F. Program Income. Should any CITY HOME-funded projects generate Program Income ("PI"), the Parties agree that the income shall go towards CITY HOME-funded projects and/or be used specifically for CITY residents through other approved HOME-funded projects, unless such projects are unavailable and HUD commitment and/or expenditure deadlines are threatened. The CITY agrees and understands that ten percent (10%) of all PI received from CITY HOME-funded projects shall be retained by the COUNTY for program administration costs. The PI will be calculated in accordance with 24 CFR, including 92.207, 92.503, and 92.504.

G. Designated Project Representatives. Parties agree that the designated representatives for the purposes of administering this Agreement are:

CITY of Westminster
Community Development Department
Division Manager of Record
4800 W. 92nd Avenue
Westminster, Colorado 80031
303.658.2111
hruddy@cityofwestminster.us

And

Adams COUNTY
Community Development Division
Division Administrator of Record
4430 South Adams County Parkway
Suite C1900
Brighton, Colorado 80601-8205
720.523.6054
JGreenland@adcogov.org

Either Party may change its Designated Representative through written notice to the other Party, as provided in Paragraph H. Notices, below.

H. Notices. The Parties agree that any notices permitted or required by this Agreement shall be deemed delivered when personally delivered or upon deposit in the United States Postal Service, fully pre-paid, certified, return receipt requested, and addressed to the Designated Representative identified in Paragraph I or via electronic mail (email) when delivery verification is provided through email delivery

notification methods. Either Party may change its address by notice issued in accordance with this paragraph.

I. Conflict of Interest. In accordance with 24 CFR Part 92.356, no employee official, agent, or consultant of the CITY or COUNTY shall exercise any function or responsibility in which a conflict of interest, real or apparent, would arise.

II. RESPONSIBILITIES OF THE COUNTY

A. Administrative Oversight. The COUNTY, as a designated Urban County and Participating Jurisdiction, is ultimately responsible for the administrative oversight and supervision of all HOME funds allocated to the Consortium and its members, per 24 CFR Part 92. As such, the COUNTY is responsible for ensuring that all HOME funds allocated to the CITY are expended in accordance with the Consolidated Plan/AAP, sub-recipient agreements, resolutions and all Federal, State, and local regulations and notices pertaining to HOME. Per HUD's Consortia Designation Notice, the COUNTY shall be responsible for renewing the IGA and submitting amendments to the IGA to the HUD field office. The COUNTY is responsible to provide no less than forty-five (45) days notice to the CITY of any deadlines that would require CITY Council action.

B. Legal Liability and Responsibilities. Parties recognize and understand that the COUNTY is the lead governmental entity for the Consortium and, therefore, shall be held by HUD to be legally liable and responsible for the execution of the HOME Program. The COUNTY assumes overall responsibility for ensuring the Consortium's HOME Program is carried out in compliance with the requirements of HOME, including requirements concerning a joint Consolidated Plan, as set forth in HUD regulations 24 CFR Parts 91 and 92, circulars promulgated by the Federal departments, agencies, and commissions related to the HOME Program.

C. Sub-Recipient Agreements. The COUNTY shall create and enter into sub-recipient agreements for all the HOME-funded projects and activities of the Consortium. Sub-recipient agreements for CITY HOME-funded projects will be executed on an annual basis, providing that HOME-eligible projects are developed and authorized through a Westminster City Council Resolution. The COUNTY will provide the CITY with a copy of all fully executed sub-recipient agreements and amendments for Thornton HOME-funded projects within 30 days of their execution. The COUNTY shall take all actions reasonably required to comply with the applicable provisions of the sub-recipient agreements.

D. Eligibility Review and Compliance Monitoring. The COUNTY shall be responsible for confirming eligibility and compliance of the CITY's HOME projects and activities with all applicable Federal, State and local regulations. Also, the COUNTY shall be responsible to provide monitoring of all HOME-funded projects to ensure compliance with applicable regulations associated with the HOME Program, including, but not limited to, Davis-Bacon Act, Contract Work Hours and Safety Standards Act, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Uniform Federal Accessibility Standards (UFAS), Americans with Disabilities Act, and the Residential Lead-Based Paint Hazard Reduction Act of 1992, and Uniform Relocation Act (URA).

E. Reporting Requirements. The COUNTY shall report on HOME funds and activities through IDIS and close out projects within a timely manner. The COUNTY shall provide the CITY with quarterly HOME activity reports and close out reports for any HOME-funded CITY projects and activities and

separate reports for CITY Program Income funded activities. Also, the COUNTY will file all standard and required HOME reports with HUD as necessary to comply with applicable Federal regulations. The COUNTY shall further be responsible for maintaining proper documentation of the COUNTY's administrative expenses.

F. Public Participation. The COUNTY shall adhere to HUD requirements regarding public notification and public hearing processes necessary to receive HOME funds.

III. RESPONSIBILITIES OF THE CITY

A. Eligibility Review. The CITY will work with agencies eligible to use HOME to evaluate needs in the low-income community and identify potential projects that could be funded through the HOME Program. The CITY will provide guidance to agencies on applying for HOME funds and evaluate the potential projects for initial eligibility.

B. Action Plan/CAPER Submissions. The CITY, as an Entitlement Community, prepares its own AAP and CAPER each year for the CDBG program. The CITY will refer to the COUNTY's AAP and CAPER for information related to Westminster HOME-funded projects. The CITY shall provide the COUNTY with a CITY Council Resolution on these documents so the COUNTY can incorporate the project description into the COUNTY'S AAP.

IV. MUTUAL RESPONSIBILITIES

A. Consolidated Plan. During the years that the entitlement communities in Adams County prepare and submit a joint Consolidated Plan, the CITY and COUNTY will collaborate on the development of the Plan. As the lead entity of the HOME Consortium, the COUNTY is responsible for the completion and submission of the Plan. The CITY is responsible for completing the sections required for the CITY's CDBG program and funding allocations. The COUNTY is responsible for the sections related the funding received directly by the COUNTY, which includes HOME funds.

B. Fair Housing. Each Party shall be responsible for compliance with HUD Fair Housing regulations. Both the CITY and the COUNTY shall prepare and submit their own Analysis of Impediments to Fair Housing and be responsible for performance measures established in their respective Analysis of Impediments report.

C. Indemnification. The Parties agree that, to the extent possible, the COUNTY and the CITY shall indemnify and hold the other, its officers, agents, and employees harmless from and against any and all claims, actions, liabilities, costs, including attorney fees, and other costs of defense, arising out of or in way related to any act or failure to act by each other and each other's officers, agents, and employees, and contractors, in connection with this Agreement.

D. Venue. The laws of the State of Colorado shall govern as to the interpretation, validity and effect of this Agreement. The Parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the District Court of Adams County, Colorado.

E. Modification. This Agreement contains the entire understanding of the Parties and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived, except by instrument in writing signed by all Parties.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto and in agreement thereof, this ____ day of _____, 2015.

CITY OF WESTMINSTER,
A Colorado Municipal Corporation

Herb Atchison, Mayor
4800 W. 92nd Avenue
Westminster, Colorado 80031

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

COUNTY OF ADAMS, STATE OF COLORADO
BOARD OF COUNTY COMMISSIONERS

Charles Tedesco, Chairman

ATTEST:
Stan Martin, CLERK & RECORDER

Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office

2016, 2017, 2018
INTERGOVERNMENTAL AGREEMENT
WITH THE (Insert Jurisdiction Name)
FOR THE CONDUCT
OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made by and between the Board of County Commissioners of the County of Adams ("COUNTY"), State of Colorado, and the (Insert Jurisdiction), ("TOWN/CITY"), a statutory-rule municipality located in Adams County, State of Colorado. An agreement similar to this one is being executed between the COUNTY and other governmental units within the COUNTY, including the CITIES of Brighton, Commerce City, Federal Heights, and Northglenn that are participating in the Community Development Block Grant (CDBG) as part of the Urban County and Participating Jurisdiction, as further described hereunder. The COUNTY and the TOWN/CITY may be referred to collectively as "PARTIES," and individually as "PARTY."

RECITALS

WHEREAS, in 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974 (Act) thereby permitting and providing for the participation of the Federal government in a wide range of local housing and community development activities and programs, which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the primary objective of Title I of the Act ("Act") is the development of viable urban communities by providing decent housing and a suitable living environment and the expansion of economic opportunities, mainly for persons of low and moderate-income. This objective is to be accomplished by providing financial assistance in the form of block grant funds to state and local governments for the conduct and administration of housing and community development activities and programs as contemplated under the Act via the CDBG program; and

WHEREAS, HUD rules and regulations governing the CDBG Program, as published in 24 C.F.R., Volume 3, Subtitle B, Chapter V, Part 570 ("CDBG Regulations"), provide that a county must qualify as an "Urban County," as defined therein, and submit to HUD an annual request for funding in the form of a Five-Year (05) Consolidated Plan ("Con Plan") and an Annual Action Plan ("AAP") or a five (5) year Consolidated Plan with an Annual Action Plan component ("CPAAP"). The cities and units of local government within an Urban County may be included in the Urban County by intergovernmental or cooperative agreement and may thereby be included in the Urban County's CDBG Program; and

WHEREAS, Adams County has qualified as an Urban County since 1986 for Federal fiscal years, 1986-1988, 1989-1991, 1992-1994, 1995-1997, 1998-2000, 2001-2003, 2004-2006, 2007-2009, 2010-2012, 2013-2015 and wishes to retain Urban County classification for 2016 -2018 and future years; and

WHEREAS, rules and regulation to qualify or re-qualify as an Urban County are published annually and the notice for the Federal fiscal years 2016-2018 are published in HUD Notice CPD-11-02, "Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years ("FYs") 2016-2018"; and

WHEREAS, HUD has determined that the COUNTY is authorized to undertake essential community development activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement. This determination is based on the authority granted

the COUNTY pursuant to §§ 29-3-101 to 123, §§ 30-11-101 to 107; §§ 30-20-301 to 310; and §§ 30-20-401 to 422, Colorado Revised Statutes (C.R.S.), as amended; and

WHEREAS, it is recognized that the COUNTY does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of the TOWN and, therefore, its ability to conduct the CDBG Program in the TOWN/CITY is limited. Accordingly, in order for the TOWN/CITY to be considered a part of the Urban County and be included in the County's annual requests to HUD for CDBG Program funds, CDBG regulations require that the TOWN/CITY and the COUNTY enter into a cooperation agreement wherein the TOWN/CITY authorizes and agrees to cooperate with the COUNTY to undertake or to assist in the undertaking of community renewal and lower-income housing assistance activities, essential community development and housing assistance activities within the boundaries of the TOWN, as may be approved and authorized in the COUNTY's annual grant agreements with HUD; and

WHEREAS, the TOWN/CITY also recognizes and understands that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

WHEREAS, pursuant to Colo. Const. art. XIV, § 18 and § 29-1-203, C.R.S., as amended, the COUNTY and the TOWN/CITY are expressly authorized to cooperate and contract with each other for any function, service, or facility lawfully authorized to each; and

WHEREAS, the COUNTY and TOWN/CITY have determined that it would be mutually beneficial and in the public interest to enter into this Agreement.

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AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the sufficiency of which is hereby acknowledged, the COUNTY and the TOWN/CITY agree as follows:

I. TERM OF THE AGREEMENT

This Agreement covers the CDBG Entitlement program. The initial term of this Agreement shall be for three (3) program years, beginning **March 1, 2016**, ending **February 28, 2019**. Funding for this Agreement is based on Federal fiscal years, which begin October 1st and end September 30th of the following year.

This Agreement shall automatically be renewed for an additional three (3) year term unless either party provides written notice that it elects not to participate in a new qualification period. By the date specified in HUD's Urban County qualification notice for the next qualification period, the COUNTY shall provide notice to the TOWN/CITY of its right not to participate in the additional term, pursuant to applicable HUD regulations. Any changes to this Agreement required pursuant to HUD's Urban County Qualification Notice shall be made by written amendment to this Agreement, which shall be mutually agreed upon and executed by both Parties hereto and submitted to HUD.

This Agreement shall remain in effect until the CDBG funds and Program Income ("PI") received with respect to activities carried out during the three-year qualification period and any applicable successive qualification periods pursuant to renewals of the Agreement are expended and the funded activities completed, and the COUNTY and the TOWN/CITY cannot terminate or withdraw from the Agreement while it remains in effect.

II. RESPONSIBILITIES OF THE TOWN

- A. **Town and County Cooperation.** The TOWN will cooperate and work with the COUNTY in the preparation of detailed projects and other activities to be conducted or performed within the TOWN/CITY during the Federal fiscal years during which this Agreement is in effect. The TOWN/CITY will also cooperate with the COUNTY, and the COUNTY will cooperate with the TOWN/CITY, to undertake or assist in undertaking community renewal and lower income housing assistance activities, specifically urban renewal and publicly-assisted housing. The finalized projects and activities will be included in the COUNTY's AAP when required, annually. The TOWN/CITY understands and agrees, however, that the COUNTY shall have final responsibility for the selection of all projects and activities to be included in the grant requests and the submission of requests. The TOWN/CITY shall cooperate fully with the COUNTY in all CDBG Program efforts planned and performed hereunder and does hereby allow and permit the COUNTY to undertake or assist in undertaking essential community development and housing assistance activities within the TOWN/CITY as may be approved and authorized in the COUNTY's CDBG Plans, Agreements and/or Contracts, including the AAP, when required.
- B. **Delegation of Administrative and Supervisory Control.** The TOWN/CITY acknowledges that the COUNTY is ultimately responsible to HUD for the supervision and administration of any funds received by the Urban County or Participating Jurisdiction under the CDBG Program. However, to the extent authorized by law, the COUNTY hereby delegates to the TOWN/CITY responsibility for the supervision, administration, and expenditure of any funds it is allocated pursuant to this Agreement. The TOWN/CITY hereby expressly agrees to independently

supervise, administer, and spend such funds in compliance with this Agreement, CDBG Regulations, and the AAP.

C. Subrecipient Agreements. Pursuant to CDBG Regulations, as published in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.501(b), the TOWN/CITY is subject to the same requirements applicable to “subrecipients,” including the requirement of a written agreement as set forth in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.503. This Agreement shall be used as the subrecipient agreement for each of the individual projects approved during the time this Agreement is in effect. Additionally, the COUNTY shall use Sub-recipient Agreements for all projects administered on behalf of the TOWN/CITY and shall notify the TOWN/CITY of individual project and/or Activity COUNTY approvals. The Agreements may contain the Project Name, Project Purpose, Scope of Service, Project Description, Performance Measures, Staffing and Description of System Delivery, Project Budget, Time of Performance, Reporting Requirements, Labor Standards requirements (if any), Environmental Review Requirements and other Financial Information. This Agreement shall govern such elements as PI, Reversion of Assets, Records, Reports and Asset Management.

D. Project Timelines. The TOWN/CITY shall submit to the COUNTY, no less frequent than annually, formal TOWN/CITY proposals, including a timeline and budget for each project or activity. The timeline shall specify the length of time needed for each phase through the completion of the project or activity. The TOWN/CITY shall comply and/or require its contractors and/or sub-contractors to comply with the timelines submitted and the TOWN/CITY shall allocate the funds received hereunder accordingly. The TOWN/CITY understands that failure to comply with the timelines may result in cancellation of a project or activity and/or the loss of CDBG funding, unless the COUNTY determines that extenuating circumstances beyond the TOWN's/CITY's control exist, permitting the project to proceed and be completed in a reasonable time. The timeline for a project or activity shall commence when the COUNTY provides written notification to the TOWN/CITY of proposal/project/activity approval and authorization by the COUNTY and/or HUD and a fully executed Agreement. Unobligated or unexpended funds not used by the TOWN/CITY shall be transferred to the allocation formula for redistribution. The COUNTY will review all CDBG projects and activities to determine whether they are being carried out in a timely manner as required by CDBG Regulations, 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.902.

E. Payment Process.

1. Applications for Funding. Before the COUNTY distributes any funds to the TOWN/CITY under this Agreement, the TOWN/CITY shall submit to the COUNTY Community Development Division an application for funding, which shall be in the form and format specified by the COUNTY and in compliance with HUD regulations.

2. Contract Project Agreement Payments.

a. Payment and Reimbursement Procedures. In order to receive payments or expense reimbursements under this Agreement, the TOWN/CITY shall submit to the COUNTY's Community Development Division a request for payment with appropriate documentation (invoices, billings, etc.) specifying the items or services for which payment is being requested. Payments for eligible expenses or reimbursements shall be made against the line item budgets specified in the Agreements and in accordance with performance thereof. The COUNTY shall process requests for payments or

reimbursements within thirty (30) business days and shall forward payments to the TOWN, or the appropriate contractor or vendor as identified through a fully executed Agreement or Contract with the TOWN/CITY, immediately upon the approval of the request. Reimbursements may be delayed for monitoring of activities and/or submission of incomplete documentation.

b. Indirect Costs. If indirect costs are charged, the TOWN/CITY will develop an indirect cost allocation plan for determining the appropriate CDBG share of administrative costs and shall submit such plan to the COUNTY for approval.

F. Non-Appropriation Clauses. The TOWN/CITY agrees that every contract to which it is a party involving the use of CDBG funds allocated hereunder shall include a non-appropriation clause. Such clause shall state that the funding therefore is contingent upon the continuing allocation and availability of CDBG funding and not upon the availability of COUNTY General funds.

1. Accounting Standards. The TOWN's/CITY's financial management system shall be in compliance with the standards specified in OMB Circular A-87. In addition, the TOWN/CITY shall comply with OMB Circular A-110, Attachment F, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

H. Expenditure Restrictions. All CDBG funds approved by HUD for expenditure under the COUNTY's Grant Agreement, including those that are identified for TOWN/CITY projects and activities, shall be allocated to the specific projects and activities described and listed in the TOWN's/CITY's proposal for funding, Agreements, and Contracts; such funds shall be used for no other purposes. No project, activity, or the amount allocated to a given project or activity may be changed without the written concurrence of the COUNTY and/or HUD, as required.

I. Additional Spending Limitations. The TOWN/CITY agrees that no more than two-and-one-half percent (2.5%) of the total funds it receives hereunder shall be used for eligible planning, urban environmental design, and policy-planning-management-capacity building activities, upon formal application and , as defined in under the CDBG Regulations, 24 C.F.R. Subtitle B, Volume 3, Chapter V, Part 570.205. The TOWN/CITY understands that if more than two-and-one-half percent (2.5%) of the funds are otherwise used, the COUNTY may be penalized and the TOWN/CITY shall be required by HUD to reimburse any amounts wrongfully expended in excess of the two-and-one-half percent (2.5%) limit. The TOWN/CITY further agrees that no more that fifteen percent (15%) of its annual allocation hereunder may be spent on community service activities, pursuant to the CDBG Regulations, 24 C.F.R. Chapter 3, Subtitle B, Chapter V, Part 570.201(e).

If the TOWN/CITY wishes to conduct a project or activity that would be in excess of either the two and one-half percent (2.5%) limit or the fifteen (15%) limit, it shall first submit to the COUNTY a written request for a waiver prior to the submission of its project or activity application. The TOWN/CITY understands and agrees that the COUNTY may or may not grant a waiver request regarding these activity limits and that the COUNTY shall have final responsibility for the selection of all projects and activities.

The TOWN/CITY understands that, while this Agreement is in effect, it may not apply for grants under the "Small Cities" or State CDBG Programs for the Federal fiscal years during which it is participating in the Urban County's CDBG Program.

- J. **Cost Overruns.** The TOWN/CITY shall be solely responsible for any financial liability or costs incurred as the result of cost overruns associated with projects or activities within its jurisdiction for which it receives funding under this Agreement.
- K. **Requests for Additional Funding.** Pursuant to CDBG Regulations, 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.504, the TOWN/CITY shall fully expend all CDBG Program funds for the project or activities identified in the applicable Agreement prior to requesting any additional funding from the COUNTY. If the TOWN/CITY terminates its participation in the Urban County, any CDBG Program funds received by the TOWN/CITY thereafter shall be returned to the COUNTY, unless the TOWN/CITY has become an "Entitlement Grantee" and the COUNTY agrees to permit the use of the funds by the TOWN/CITY solely for the purposes permitted under the CDBG Regulations governing Entitlement Grantee Programs.
- L. **Bonds.** The TOWN/CITY shall be solely responsible for procuring from its contractors and/or subcontractors bid guarantees and performance and payment bonds as required by Federal and State law. Pursuant to OMB Circular A-110, Attachment B and Attachment O, Par. 4.C, bid guarantees in the amount of five percent (5%) of the contract price are required for contracts in the amount of one hundred thousand dollars (\$100,000) or more. Performance and payment bonds in the amount of one hundred percent (100%) of the contract price are also required. Such bonds must be issued by corporate sureties approved by the TOWN/CITY, licensed to do business in the State of Colorado, and may only be released upon the written approval of the TOWN/CITY.
- M. **Insurance.** The TOWN/CITY shall be solely responsible for requiring its contractors and/or subcontractors to provide adequate insurance as required by Federal or State law and as appropriate for all projects and activities for which the TOWN/CITY receives funding under this Agreement. The insurance required of the TOWN's/CITY's contractors and/or subcontractors may include, but not be limited to, commercial general liability insurance, automobile insurance, workers' compensation insurance, professional liability insurance, and unemployment insurance. All insurance policies must list both the TOWN/CITY and the COUNTY as "Additional Insureds."

In the event that the TOWN/CITY fails to require its contractors and/or subcontractors to acquire and maintain adequate insurance as required herein, the TOWN/CITY shall, to the extent allowed by law, indemnify the COUNTY for any liability incurred as the result of such failure. The TOWN/CITY shall cure or cause to be cured such failure within ten (10) business days after having received written notice from the COUNTY of the failure. If the insurance requirement(s) are not met and/or cured within ten (10) business days, the COUNTY may immediately suspend, discontinue, or terminate this Agreement and any program or activity allocations made hereunder.

- N. **Town as Independent Contractor.** The TOWN/CITY shall be responsible for the direct day-to-day supervision and administration of the projects and activities for which it receives funding under this Agreement. As such, the TOWN/CITY shall be deemed to be acting as an independent contractor and not as an employee of the COUNTY. The TOWN/CITY shall be solely and entirely responsible for its acts and omissions, and the acts and omissions of its elected officials, employees, servants, contractors, and subcontractors during the term and performance of this

Agreement. No elected official, employee, servant, contractor, or subcontractor of the TOWN/CITY shall be deemed to be an employee, servant, contractor, or subcontractor of the COUNTY because of the performance of any services or work under this Agreement. The TOWN/CITY, at its expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as applicable and/or required by law. **Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the TOWN/CITY understands that it and its elected officials, employees, and agents are not entitled to workers' compensation benefits from the COUNTY. The TOWN/CITY further understands that it is solely obligated for the payment of Federal and State income tax on any moneys earned pursuant to this Agreement,** as applicable.

- O. **Assurances and Certifications.** The TOWN/CITY agrees to comply with the HUD Assurances and Certifications contained in the document attached hereto and incorporated herein by this reference as Exhibit 1.
- P. **Excessive Force.** The TOWN/CITY has adopted and is enforcing:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;
 2. A policy enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- Q. **Record Retention.** The TOWN/CITY shall maintain records and accounts of the funds it receives hereunder in accordance with accepted accounting procedures and any applicable Federal and State laws and regulations. The TOWN/CITY will provide full access to these records to the COUNTY, the Secretary of HUD or the Secretary's designee, the Office of Inspector General, and/or the General Accounting Office, so that compliance may be confirmed regarding the expenditure of funds pursuant to this Agreement. The TOWN/CITY further agrees to provide the COUNTY, upon request, a copy of any audit records pertaining to the TOWN's/CITY's CDBG Program operations during the term of this Agreement. The TOWN/CITY shall retain all records pertaining to this Agreement for a period of ten (10) Federal fiscal years following the termination of this Agreement.
- R. **Termination Asset Management.** If the TOWN/CITY terminates its participation in the Urban County CDBG Program, any assets acquired under this Agreement or from CDBG Program funding shall be managed or disposed of in accordance with 24 C.F.R. Volume 1, Subtitle A, Part 85 and any other applicable HUD and/or Federal regulations.
- S. **Compliance With Local Laws.** All responsibilities of the TOWN/CITY enumerated herein shall be subject to applicable State statutes and regulations and TOWN/CITY ordinances, resolutions, and rules and regulations insofar as they apply to projects or activities located within the TOWN/CITY.

III. RESPONSIBILITIES OF THE COUNTY

- A. **Administrative Oversight.** The COUNTY, as a designated Urban County and Participating Jurisdiction, is ultimately responsible for the administrative oversight and supervision of all funds

allocated to the TOWN/CITY hereunder. As such, it is responsible for ensuring that all funds allocated to the TOWN/CITY are expended in accordance with the AAP, all Agreements and/or Contracts, and all applicable Federal, State, and local laws, ordinances, resolutions, regulations, and laws pertaining to this Agreement. It is the intent of the COUNTY to exercise only that degree of administrative and supervisory control concerning TOWN/CITY projects and activities as necessary to comply with such requirements and in accordance with the provisions of this Agreement.

B. Distribution of Funds. The distribution of CDBG funds between the COUNTY and the TOWN/CITY shall be determined as follows:

- 1. Administrative Allocation.** The COUNTY shall retain seventeen-and-one-half percent (17.5%) of the total CDBG Program funds allocated to the COUNTY for the purpose of general oversight, management, coordination and related costs. The expenditure of these funds shall be within the sole discretion of the COUNTY for the aforementioned purposes.

In the event the TOWN/CITY does not have appropriate planning activities for any given Federal fiscal year, the COUNTY shall retain the two-and-one-half percent (2 1/2%) Administrative funds for Program operations within the COUNTY Community Development Division.

- 2. Allocations to Jurisdictions.** The funds remaining after the subtraction of the administrative allowance outlined above shall be made available to the respective jurisdictions based on an analysis of the percentage that each jurisdiction's population and low income population represents in comparison of the total population of the Urban County. This formula will reflect the information provided in the most recent decennial United States Census.
- 3. Application Compliance.** All applications for funds must comply with all applicable Federal laws and regulations before any funds may be distributed.
- 4. Benefit to Low and Moderate Income Residents.** CDBG National Objectives require that at least seventy (70%) of CDBG funds utilized must principally benefit low-to-moderate-income residents. The COUNTY and the TOWN/CITY agree to utilize their CDBG Program allocations each year in accordance with CDBG Program National Objective requirements by allocating at least seventy (70%) percent of their funds toward projects or activities that principally benefit low-to-moderate income residents. In preparing applications for funding, the TOWN/CITY shall also take into consideration provisions for the elimination of slums or blight and provisions to meet urgent community development needs that are a threat to public health and safety and have become known or serious within the last eighteen (18) months, which are also part of the CDBG Program National Objectives.
- 5. Community Service Activities Spending Cap.** The TOWN/CITY agrees that no more than fifteen percent (15%) of its annual allocation hereunder may be spent on community service activities, pursuant to CDBG Regulations, 24 C.F.R. Chapter 3, Subtitle B, Chapter V, Part 570.201(e). No carry-over of community service activities will be allowed. Community service activities funds not fully expended within the specified timeframe must be recaptured and reprogrammed as part of the next annual funding cycle.

6. **Reallocation of Funds.** Should any one participating TOWN/CITY be unable for any reason to spend its allocated funds within the timeframes needed for reporting and timeliness, Urban County participants will be notified of the unspent allocation and allowed to propose a project or program that could use those funds quickly and efficiently. Proposals must demonstrate the ability of that project or program to use the funds in a timely manner, as deemed by the COUNTY. Such proposals would be considered and voted upon by the County and all participating jurisdictions. A majority vote would decide distribution of these unspent funds. A record of these distributions will be kept by the County for the County and all participating jurisdictions to review when deciding future allocations to ensure that no single member is receiving the greatest benefit of CDBG funding.

If, for any reason, the Participating TOWN/CITY cannot comply with any applicable Federal laws and regulations, the funds for which the Participating TOWN/CITY was eligible under this Agreement shall not be paid to that TOWN/CITY and shall be reallocated as described above.

7. **Non-Use of Funds.** Parties agree the TOWN may elect not to apply for the funds for which it is eligible, in which case such funds shall be reallocated as described under the reallocation section above.

IV. MUTUAL RESPONSIBILITIES

- A. **Compliance With Federal Laws and Regulations.** The PARTIES shall take all actions to do all things that are appropriate and required to comply with the applicable provisions of the grant agreements received from HUD by the COUNTY in which the TOWN/CITY is included. These include but are not limited to: the Act, as most recently amended, including all associated regulations, rules, guidelines, and circulars promulgated by the Federal departments, agencies, and commissions relating to the CDBG Program; the Davis-Bacon Act, as applicable; Section 3, as applicable; Minority-Owned Businesses/Women-Owned Businesses, as applicable; the Contract Work Hours and Safety Standards Act; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; the Housing and Community Development Act of 1974; The Fair Housing Act; the Uniform Federal Accessibility Standards (UFAS); the Americans With Disabilities Act (ADA); and the Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended, and any associated regulations and rules. Additionally, in accordance with 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570, no employee, official, agent or consultant of the TOWN/CITY shall exercise any function or responsibility in which a conflict of interest, real or apparent, would arise. The PARTIES shall take all actions necessary to assure compliance with the COUNTY's Urban County certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.
- B. **Governmental Immunity.** The COUNTY and the TOWN/CITY are "Public Entities" as defined under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended. Nothing in this Agreement shall be construed to waive or in any manner limit any of the protections or immunities afforded thereunder.
- C. **Fair Housing.** The COUNTY is prohibited from funding activities that do not comply with HUD's policies and regulations concerning fair housing. The TOWN/CITY agrees not to take

any actions pursuant to funding it receives under this Agreement that would result in the COUNTY being in noncompliance with its Fair Housing Certification. The TOWN/CITY acknowledges that noncompliance by the TOWN/CITY may constitute noncompliance by the COUNTY, which may provide cause for funding sanctions or other remedial actions by HUD. Urban County funding shall not be used for activities in, or in support of, any locality that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY's actions to comply with the County's Fair Housing Certification.

D. Reporting. The TOWN/CITY will file all reports and other information necessary to comply with applicable Federal laws and regulations as required by the COUNTY and HUD. This includes providing to the COUNTY information necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER) in a timely fashion. Requirements will be specified in individual Agreements and/or Contracts. The COUNTY shall be responsible for confirming the compliance of TOWN/CITY projects with applicable Federal laws and regulations. The COUNTY shall further be responsible for maintaining proper documentation of the COUNTY's administrative expenses and for determining that all necessary reports and information are filed with HUD and other applicable Federal agencies in a timely fashion.

1. Support of Nonprofit Organizations. The COUNTY recognizes nonprofit organizations as being valuable partners in addressing the needs of low and moderate-income citizens. The TOWN/CITY is encouraged to provide financial support utilizing its General funds, CDBG funds, and other available funds to support nonprofit organizations that serve low-income residents within the Urban County and/or the TOWN/CITY. CDBG funds are limited to fifteen percent (15%) annually for community service activities. CDBG funds should supplement activities above and beyond what local TOWN/CITY funds normally support; they are not meant to displace use of local support.

2. Termination. This Agreement may only be terminated as provided herein or as otherwise provided by Federal, State, or local law, ordinance, resolution, regulation, or rule.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the COUNTY and the TOWN/CITY have duly executed this Agreement, which shall become effective as of the latest date written below.

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

Charles Tedesco, Chairman

Date

ATTEST:
Stan Martin
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

**[Insert Jurisdiction]
ADAMS COUNTY, COLORADO**

[Name/Title]

Date

ATTEST:
[Insert Jurisdiction]

APPROVED AS TO FORM:

[Clerk]

Town/City Attorney

EXHIBIT I
CERTIFICATIONS

The TOWN/CITY certifies that:

- a. It possesses legal authority to make a grant request, and to execute a community development and housing program, and to contract with Adams County for such assistance.
- b. The TOWN/CITY governing body will duly adopt or pass as an official act, a resolution, motion or similar action authorizing the person identified as the Official Representative of the TOWN/CITY to submit TOWN/CITY funding proposals and all understandings and assurances contained therein, and directing and authorizing the person identified as the Official Representative of the TOWN/CITY to act in connection with the submission of proposals and to provide such additional information as may be required.
- c. As part of the COUNTY's Citizen Participation Plan, the TOWN/CITY will hold a public hearing at least ten (10) days prior to submitting funding proposals to the COUNTY and will:
 1. Provide citizens with estimated amounts of CDBG funds proposed to be used for activities that will benefit persons of low and moderate-income; and
 2. The TOWN will prepare proposals of community development on the projected use of funds in accordance with Section 570.301(a) (3).
- d. CDBG funds/projects/programs will be conducted and administered in compliance with:
 1. Title VI of the Civil Rights Act of 1964 (Pub.L. 88-352; 2 U.S.C. § 2000d *et seq.*);
 2. Title VIII of the Civil Rights Act of 1968 (Pub.L. 90-284; 42 U.S.C. § 3601 *et seq.*); and
 3. Federal Fair Housing Requirements.
- e. The TOWN/CITY will develop proposals of projected use of funds in which at least seventy percent (70%) of the funds are utilized on activities or projects that principally benefit low and moderate-income families. Remaining funds may be used on activities or projects that address other National Objectives, in compliance with HUD requirements, including activities or projects that eliminate slum or blight, as identified in a HUD-approved Slum/Blight Plan, or projects that meet an urgent need, as defined by HUD;
- f. The TOWN/CITY will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 206 of the Act or with amounts resulting from guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 1. Funds received under Section 108 of the Act are used to pay the proportion of such fee or assessment that related to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate-income, the TOWN/CITY certifies to the Secretary that it lacks sufficient funds received under Section 108 of the Act to comply with the requirements of subparagraph (1) above.
- g. When appropriate for TOWN/CITY projects, notifications, inspections, testing, and abatement procedures concerning lead-based paint will comply with Section 570.608.
- h. The TOWN/CITY will comply with the other provisions of the Act and with other applicable laws.
- i. The TOWN/CITY agrees to administer, in good faith, a policy designed to ensure that the activities and facilities are free from illegal use, possession, or distribution of drugs and alcohol by its beneficiaries and is in compliance with drug-free work place policies.



STUDY SESSION AGENDA ITEM

DATE OF STUDY SESSION: May 26, 2015
SUBJECT: Arts, Culture and Venue Task Force
FROM: Raymond H. Gonzales, Deputy County Manager
AGENCY/DEPARTMENT: County Manager Office
ATTENDEES: Arts, Culture and Venue Task Force Members
PURPOSE OF ITEM: To present findings and recommendations to the Board of County Commissioners
STAFF RECOMMENDATION: To consider the recommendations presented by the Arts, Culture and Venue Task Force

BACKGROUND:

The Adams County Arts, Culture, and Venue Task Force was established by resolution of the Board of County Commissioners in September 2014 to provide recommendations concerning arts, culture, and venues within the county and to research and develop a strategy for promoting arts and culture.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

None

ATTACHED DOCUMENTS:

Power Point
Narrative

FISCAL IMPACT:

Either mark if there is no fiscal impact or provide the following information for the recommended action:

Fund(s):	
Cost center(s):	
Self-generated / dedicated revenues:	\$
Annual operating costs:	\$
Annual net operating (cost) / income:	\$
Capital costs:	\$
Expenditure included in approved operating budget:	\$
Expenditure included in approved capital budget:	\$
New FTEs requested:	

Additional Note:

APPROVAL SIGNATURES:

APPROVAL OF FISCAL IMPACT:



Todd Leopold, County Manager



Nancy Duncan
Budget / Finance



Raymond H. Gonzales, Deputy County Manager

Ed Finger, Deputy County Manager



**RECOMMENDATIONS TO THE
ADAMS COUNTY BOARD OF COMMISSIONERS**

MAY 26, 2015

Background of the Task Force:

The Adams County Arts, Culture, and Venue Task Force was established by resolution of the Board of County Commissioners in September 2014 to provide recommendations concerning arts, culture, and venues within the county and to research and develop a strategy for promoting arts and culture.

The Arts, Culture and Venue Task Force was partially created in response to an October 2013 recommendation by the Adams County Cultural Council—the board-appointed body of arts advocates who oversee the countywide distribution of The Scientific and Cultural Facility District (SCFD) grant funds. In a letter to the board of commissioners the cultural council expressed a need for the creation and implementation of a master plan to guide the future development of arts and culture initiatives in the county.

The 14 members of the task force were selected by the board of commissioners and represent a wide range of subject matter experts as well as interested citizens. The task force met between December 2014 and April 2015 to develop the recommendations presented in this summary report. During their meetings, the task force consulted with representatives from several other notable arts organizations, including Colorado Creative Industries (a division of the Colorado Office of Economic Development & International Trade) and The SCFD.





Mission of the Task Force

The mission of the Adams County Arts, Culture, and Venue Task Force was to “identify and recommend steps to define Adams County’s role to support and develop scientific and cultural opportunities for all citizens.”



A Demonstrated Need for Enhanced Cultural Opportunities

The need for a coordinated effort to enhance cultural opportunities in Adams County was illustrated in a quality of life survey commissioned by the county in late 2014. This survey demonstrated that the availability of cultural activities was among the lowest of all measured indicators (only 43 percent of residents rated cultural opportunities in the county as “good” or “excellent”). Additionally, Adams County rated significantly lower than surrounding communities in this critical benchmark.



The Obvious Benefits of Arts Programming

Arts and culture are more than just a quality-of-life benchmark for the residents of Adams County—they can also have a powerful impact on local economies. According to the Colorado Business Committee for the Arts in their 2014 Economic Activity Study of Metro Denver Culture, arts, cultural and scientific organizations generated \$1.85 billion in regional economic activity in 2013—an increase of 5.1 percent from 2011. By 2028, this number is expected to reach \$3.82 billion.





ADDITIONAL REGIONAL ECONOMIC/COMMUNITY IMPACT FOR 2013:

- Total attendance was 14.2 million in 2013; these attendees infused our regional economy with \$926 million.
- Educational outreach associated with these venues reached 4.25 million students.
- Total employment was 10,205 jobs; total payroll & personnel expenses were \$150.7 million.

LOCAL ECONOMIC/COMMUNITY IMPACT FOR 2013*:

- Total income in 2013 for all 16 SCFD-qualifying organizations: \$5.45 million
- Employment: 48 full-time employees; 20 part-time employees; 92 individual contractors
- Total reported attendance: 240,972 (187,000 of which were Adams County residents)

These are but a few of the overwhelmingly positive economic statistics the Colorado Business Committee for the Arts and SCFD have been tracking for more than 20 years. The economic impact of arts and culture is well documented in Colorado and across the nation.

**The above numbers do not include non-SCFD eligible organizations operating in Adams County or the other 270+ SCFD organizations that provide programming for Adams County residents (total Adams County attendance reported by ALL SCFD organizations in 2013 was 935,837).*



Issues Facing Adams County

While working to develop recommendations for the board of county commissioners, the Adams County Arts, Culture and Venue Task Force identified several areas of concern during its assessments.

LACK OF COORDINATION BETWEEN EXISTING VENUES

While Adams County is home to a wide variety of arts/culture/science venues, there is very little collaboration or coordination between the individual organizations; in fact, the task force suspects many additional organizations are operating in obscurity. A comprehensive master plan is needed to define and develop the county's brand/vision, identify the county's assets (venues and organizations), and develop a mutually beneficial path forward for all arts-related entities.





LACK OF EFFECTIVE MARKETING/OUTREACH

While Adams County is already home to an impressive variety of venues, many residents are unaware of the opportunities in their own backyard. All member organizations comprising the task force unanimously agreed that the county should play a vital role in regional arts marketing efforts; doing so would not only benefit each individual venue but would also strengthen the county's image as a world-class arts destination.

LACK OF ARTS/CULTURE DIVERSIFICATION

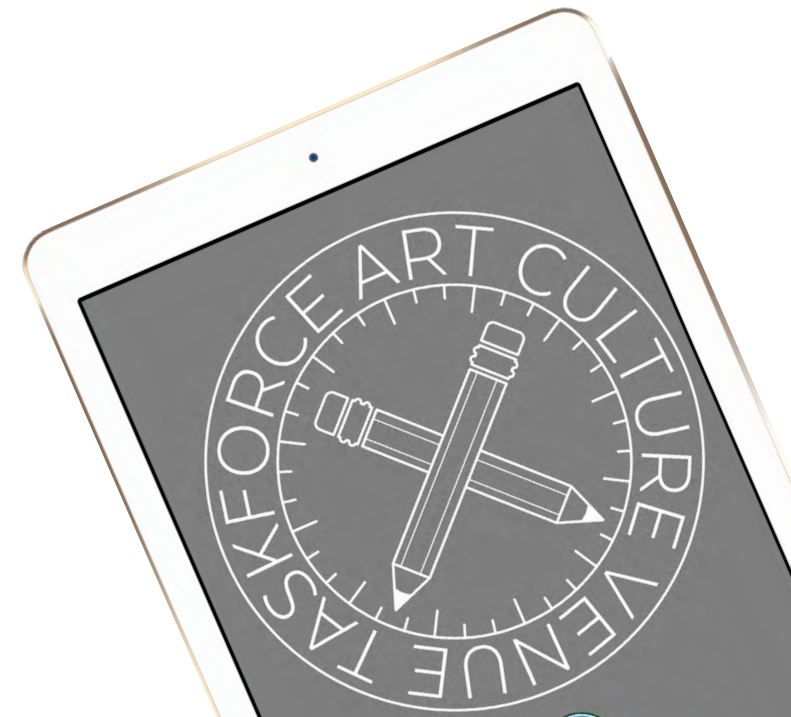
As diverse as the current arts/culture/scientific opportunities are in Adams County, there is always room for improvement. Future considerations might include creation of a mural arts program and a sculpture garden. All existing arts organizations would benefit from increasing the density of offerings in the county.





Recommendations

Considering the issues presented here, the Adams County Arts, Culture and Venue Task Force respectfully submits the following three recommendations to the Adams County Board of Commissioners:





Form and sufficiently staff an Office of Cultural Affairs

A permanent Office of Cultural Affairs, staffed by at least two or more dedicated full-time personnel, will develop a master plan for arts and culture in Adams County and serve as a liaison to the county's various arts organizations. This office would also be responsible for coordinating countywide marketing/outreach initiatives and providing administrative support to the Adams County Cultural Council and Visual Arts Commission.





Form an Advisory Board

The task force recommends the establishment of an advisory board comprised of subject-matter experts (i.e. arts and culture advocates) to help support the initiatives of the Office of Cultural Affairs. Board membership should be diverse, including representatives from the following communities: commercial, arts/sciences, municipal, and unincorporated. The board should also be ethnically, geographically and demographically diverse.





Develop and support a major arts venue

As part of drafting a master plan, consideration should be given to introducing one or more major arts venues in Adams County, including transforming the Regional Park into a destination venue—possibly even a qualifying Tier II SCFD venue.



**THANK
YOU!**



Adams County Arts, Culture and Venue Task Force

*Recommendations to the
Adams County Board of Commissioners
May 26, 2015*

Background of the Task Force:

The Adams County Arts, Culture, and Venue Task Force was established by resolution of the Board of County Commissioners in September 2014 to provide recommendations concerning arts, culture, and venues within the county and to research and develop a strategy for promoting arts and culture.

The Arts, Culture and Venue Task Force was partially created in response to an October 2013 recommendation by the Adams County Cultural Council—the board-appointed body of arts advocates who oversee the countywide distribution of Scientific and Cultural Facility District (SCFD) grant funds. In a letter to the board of commissioners, the cultural council expressed a need for the creation and implementation of a master plan to guide the future development of arts and culture initiatives in the county.

The 14 members of the task force were selected by the board of commissioners and represent a wide range of subject matter experts as well as interested citizens. The task force met between December 2014 and April 2015 to develop the recommendations presented in this summary report. During their meetings, the task force consulted with representatives from several other notable arts organizations, including Colorado Creative Industries (a division of the Colorado Office of Economic Development & International Trade) and the SCFD.

Mission of the Task Force:

The mission of the Adams County Arts, Culture, and Venue Task Force was to *"identify and recommend steps to define Adams County's role to support and develop scientific and cultural opportunities for all citizens."*

A Demonstrated Need for Enhanced Cultural Opportunities:

The need for a coordinated effort to enhance cultural opportunities in Adams County was illustrated in a quality of life survey commissioned by the county in late 2014. This survey demonstrated that the availability of cultural activities was among the lowest of all measured indicators (only 43 percent of residents rated cultural opportunities in the county as "good" or "excellent"). Additionally, Adams County rated significantly lower than surrounding communities in this critical benchmark.

The Obvious Benefits of Arts Programming:

Arts and culture are more than just a quality-of-life benchmark for the residents of Adams County—they can also have a powerful impact on local economies.

According to the Colorado Business Committee for the Arts in their 2014 Economic Activity Study of Metro Denver Culture, arts, cultural and scientific organizations generated \$1.85 billion in regional economic activity in 2013—an increase of 5.1 percent from 2011. By 2028, this number is expected to reach \$3.82 billion.

Additional regional economic/community impact for 2013:

- Total attendance was 14.2 million in 2013; these attendees infused our regional economy with \$926 million.
- Educational outreach associated with these venues reached 4.25 million students.
- Total employment was 10,205 jobs; total payroll & personnel expenses were \$150.7 million.

Local economic/community impact for 2013:*

- Total 2013 income for the 16 SCFD-qualifying organizations based in Adams County: \$5.45 million
- Employment: 48 full-time employees; 20 part-time employees; 92 individual contractors
- Total reported attendance: 240,972
(187,000 of which were Adams County residents)

**The above numbers do not include non-SCFD eligible organizations operating in Adams County or the other 270+ SCFD organizations that provide programming for Adams county residents (total Adams county attendance reported by ALL SCFD organizations in 2013 was 935,837).*

These are but a few of the overwhelmingly positive economic statistics the Colorado Business Committee for the Arts and SCFD have been tracking for more than 20 years. The economic impact of arts and culture is well documented in Colorado and across the nation.

Issues Facing Adams County:

While working to develop recommendations for the board of county commissioners, the Adams County Arts, Culture and Venue Task Force identified several areas of concern during its assessments:

Lack of coordination between existing venues

While Adams County is home to a wide variety of arts/culture/science venues, there is very little collaboration or coordination between the individual organizations; in fact, the task force suspects many additional organizations are operating in obscurity. A comprehensive master plan is needed to define and develop the county's brand/vision, identify the county's assets (venues and organizations), and develop a mutually beneficial path forward for all arts-related entities.

Lack of effective marketing/outreach

While Adams County is already home to an impressive variety of venues, many residents are unaware of the opportunities in their own backyard. All member organizations comprising the task force unanimously agreed that the county should play a vital role in regional arts marketing efforts; doing so would not only benefit each individual venue but would also strengthen the county's image as a world-class arts destination.

Lack of arts/culture diversification

As diverse as the current arts/culture/scientific opportunities are in Adams County, there is always room for improvement. Future considerations might include creation of a mural arts program and a sculpture garden. All existing arts organizations would benefit from increasing the density of offerings in the county.

Lack of major arts venues

Adams County is home to 16 organizations that qualify for SCFD funding (as well as many smaller arts organizations that don't receive SCFD funds). Of these 16 qualifying organizations, only the Rocky Mountain Bird Observatory qualifies as a Tier II* organization (i.e. a "major venue"); all other SCFD grantees in Adams County are Tier III organizations, which currently only receive 13 percent of all SCFD funds. By attracting or developing additional Tier II-qualifying organizations, Adams County would receive a greater proportion of total SCFD funding (21 percent). Additional major venues would help Adams County capture some of the tourism dollars currently flowing out of our communities and into neighboring metro locations.

**To qualify as a Tier II organization with SCFD, an organization must have an annual income of about \$1.5 million and must have been an SCFD-qualifying organization for a minimum of five years.*

Recommendations:

Considering the issues addressed above, the Adams County Arts, Culture and Venue Task Force respectfully submits the following three recommendations to the Adams County Board of Commissioners:

Form and sufficiently staff an Office of Cultural Affairs

A permanent Office of Cultural Affairs, staffed by at least two or more dedicated full-time personnel, will develop a master plan for arts and culture in Adams County and

serve as a liaison to the county's various arts organizations. This office would also be responsible for coordinating countywide marketing/outreach initiatives and providing administrative support to the Adams County Cultural Council and Visual Arts Commission.

Form an Advisory Board

The task force recommends the establishment of an advisory board comprised of subject-matter experts (i.e. arts and culture advocates) to help support the initiatives of the Office of Cultural Affairs. Board membership should be diverse, including representatives from the following communities: commercial, arts/sciences, municipal, and unincorporated. The board should also be ethnically, geographically and demographically diverse.

Develop and support a major arts venue

As part of drafting a master plan, consideration should be given to introducing one or more major arts venues in Adams County, including transforming the Regional Park into a destination venue—possibly even a qualifying Tier II SCFD venue.



STUDY SESSION AGENDA ITEM

DATE OF STUDY SESSION: May 26 th , 2015
SUBJECT: CoPACE Program
FROM: Julia Ferguson
AGENCY/DEPARTMENT: County Manager's Office, Sustainability
ATTENDEES: Keirstin Beck, Mark Job, Nick Kittle, Julia Ferguson
PURPOSE OF ITEM: To discuss the PACE program and its potential for impact in AdCo
STAFF RECOMMENDATION: Staff recommends that the Board adopt PACE Opt-In legislation once the program has launched.

BACKGROUND:

CoPACE, or Colorado Property Assessed Clean Energy, is an innovative financing program that permits commercial and industrial property owners to obtain long-term, low-interest financing for the installation of energy efficiency and renewable energy projects on their property. PACE financing is repaid through a voluntary special assessment on the applicable property tax bill. The security of the tax lien is key to the program as the lien attaches to the property and transfers with ownership. PACE permits financing eligible energy efficient, water conservation, and renewable energy improvements over their useful life, up to 20 years, making project more cost-effective and encouraging property owners to invest in new technologies.

The attached PACE Info sheet provides further information regarding participant and community benefits.

The CoPACE program was brought to staff's attention by Commissioner Hansen in October of 2014. Several meetings have been held with relevant parties, including the Treasurer's Office, Assessor's Office, County Manager's Office, and County Attorney's Office.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

The Sustainability Office recommends that the Board of County Commissioners adopt PACE-approving legislation in preparation for the program's soft launch in June.

ATTACHED DOCUMENTS:

PACE Info Sheet

FISCAL IMPACT:

Either mark X if there is no fiscal impact or provide the following information for the recommended action:

Fund(s):	
Cost center(s):	
Self-generated / dedicated revenues:	\$
Annual operating costs:	\$
Annual net operating (cost) / income:	\$
Capital costs:	\$
Expenditure included in approved operating budget:	\$
Expenditure included in approved capital budget:	\$
New FTEs requested:	

Additional Note:


The program creates an unknown fiscal impact because it is based on level of participation from private business owners. The property valuations would freeze, reducing overall property tax collections until the facility is sold. However, there would be an increase in spending related to renewable energy and energy efficiency improvements in Adams County.

APPROVAL SIGNATURES:

APPROVAL OF FISCAL IMPACT:



Todd Leopold, County Manager



Nancy Duncan
Budget / Finance

Raymond H. Gonzales, Deputy County Manager

Ed Finger, Deputy County Manager

Property Assessed Clean Energy

Property Assessed Clean Energy (PACE) is an innovative financing program that permits commercial and industrial property owners to obtain long-term, low-interest financing for the installation of energy-efficient improvements, water conservation measures and renewable energy systems on their property.

PACE financing is repaid through a voluntary special assessment on the applicable property tax bill. The security of the tax lien is key to this Program as the lien attaches to the property and transfers with ownership.

PACE permits financing eligible energy efficient, water conservation & renewable energy improvements over their useful life, up to 20 years, making more projects cost-effective and encouraging property owners to invest in new technologies.

PACE in Colorado

As of the end of 2013, nine states plus D.C. had fully active and operational commercial PACE Programs; and many states (Colorado included) had programs in development. Presently there are a total of 31 states plus D.C. with PACE enabling legislation.

In 2013, the Colorado legislature approved PACE for commercial projects, including multi-family properties over five units. The program will be fully administered statewide through the "New Energy Improvement District", which is very similar to a metro district. The New Energy Improvement District will impose voluntary property tax assessments through a mill levy to facilitate the transaction without any TABOR implications.

The Board of Directors of the New Energy Improvement District is charged with developing the rules and regulations for the Colorado PACE Program which is estimated to be in place in late 2014. The Colorado Department of Energy (CDE) is assisting the Board in completing the formation of the Program. Colorado counties will have the option to opt into the New Energy Improvement District by passing a simple resolution. After this time, all property owners within such county will be able to participate in the Colorado PACE Program.

PACE has traditionally been used for existing buildings – primarily as a retrofit program. However, it is anticipated that the Board will permit new developments to also be included within the Colorado PACE Program.





Property Owner Benefits

- Long term financing – up to 20 years to mirror useful life of the improvements
- Long term financing encourages more significant energy upgrades, increasing the property owner's return on investment and savings
- Immediate positive cash flow
- No personal guarantees
- Low interest rates and low fee structure
- PACE tax assessment stays with the property upon sale or transfer
- Reduces monthly utility bills and energy consumption that off-set the increase in property taxes
- Ability to pass tax payments through to tenants, off-set by decreased utility bills
- Financing includes 100% of costs for improvements design and installation
- Preservation of borrowing capacity through off-balance-sheet financing
- Higher rents due to property improvements and increased property values
- Payments do not accelerate in the event of default

Community Benefits

- Implementation of community sustainability goals
- Improved reliability and security of the local electrical system
- Promotion of renewable energy policies
- Creation of a competitive environment for retaining & attracting businesses
- Reduced greenhouse gases and other pollutants = better air and water quality
- Decreased local energy consumption and reliance
- Job creation
- Increased property tax revenues due to property owner investments
- Improved quality of community's commercial and industrial properties
- Facilitates innovation/advancement of energy efficient & conservation technologies
- Program cost borne by the applicants without burdening local resources

Benefits to Lenders

- Secure investment and repayment source through a senior tax lien
- Diversification of asset class with more secure collateral (tax revenue stream)
- Opportunity to expand product line to better meet the needs of customers
- Increased volume of services and financial health
- In the case of a default, only the special assessments in arrears are due
- Tax lien runs with the land—unpaid portion transfers to new owner upon sale
- Senior tax lien not eliminated by foreclosure

Scope of improvements that can be financed through PACE include:

- Renewable energy systems (solar, CHP, wind, etc.);
- Building automation (energy management systems);
- High-efficiency HVAC, storage, chillers, boilers, furnaces and water heating systems;
- High efficiency lighting systems;
- Building enclosure and envelope improvements (double paned windows, doors, glazing, etc.);
- Other water and energy conservation measures.



STUDY SESSION AGENDA ITEM

DATE OF STUDY SESSION: May 26, 2015
SUBJECT: Expedited Building Permit Review Program
FROM: Norman Wright, Director of Neighborhood Services Andrea Berg, Neighborhood Services Manager <i>agb</i> Justin Blair, Chief Building Official <i>JRB</i>
AGENCY/DEPARTMENT: Neighborhood Services\Building Safety Division
ATTENDEES: Norman Wright , Andrea Berg , Justin Blair
PURPOSE OF ITEM: To propose a set of new processes designed to improve the efficiency and convenience of our building permit review processes.
STAFF RECOMMENDATION: Approval of programs and revised fee schedule

BACKGROUND:

The Building Safety division has developed a set of improvements designed to enhance our customer service experience and increase general efficiency. The improvements are based on what has been observed in neighboring jurisdictions (such as Thornton, Colorado and Boulder County) and applied through fundamental practices in process improvement. The improvements include a centralized process for minor project permitting, expedited inspection options for customers, and two other programs that are in-the-works—including expedited plan review and an option for third-party review.

Altogether, these proposals will expand customer options, create efficiency in our work, and improve customer experiences.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Neighborhood Services

ATTACHED DOCUMENTS:

PowerPoint presentation

FISCAL IMPACT:

Either mark X if there is no fiscal impact or provide the following information for the recommended action:

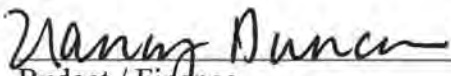
Fund(s):	001
Cost center(s):	3064
Self-generated / dedicated revenues:	\$917,596
Annual operating costs:	\$313,957
Annual net operating (cost) / income:	\$603,638
Capital costs:	0
Expenditure included in approved operating budget:	\$0
Expenditure included in approved capital budget:	\$0
New FTEs requested:	0

APPROVAL SIGNATURES:

APPROVAL OF FISCAL IMPACT:



Todd Leopold, County Manager



Nancy Duncan
Budget / Finance



Raymond H. Gonzales, Deputy County Manager

Ed Finger, Deputy County Manager



A presentation to the BoCC regarding

Building Safety Division Improvements for Minor Project Permitting

Program Proposal And Request



Neighborhood Services Department



What are Minor Projects?

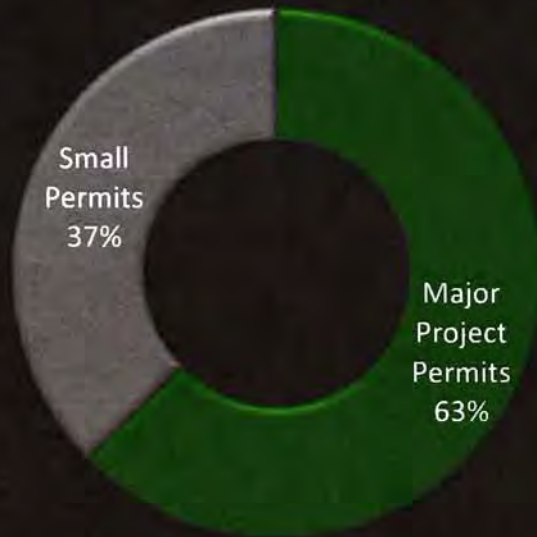
Simple structures (barns, roofs, signs, fences)
Basic system installs (AC and Furnace)
Small renovations (basement finishes)



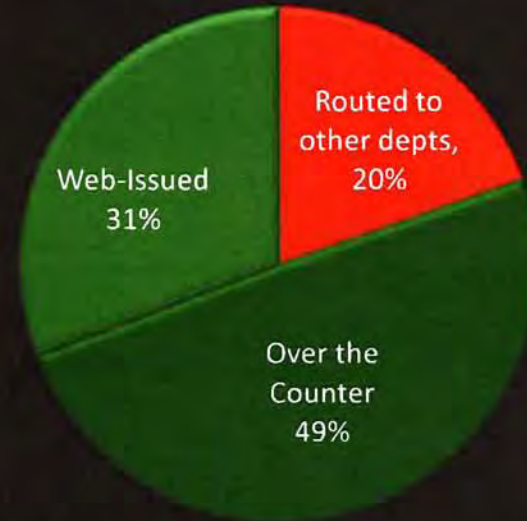
Neighborhood Services Department



2014 Permitting Activity



1,694 Small Permits in 2014



1,361 issued over the counter or via web platform

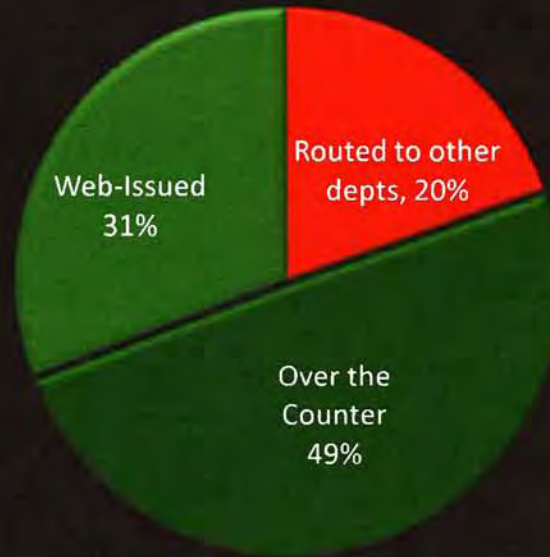
333 routed to other departments.



Neighborhood Services Department



80% of minor projects in 2014 received same day service



Neighborhood Services Department

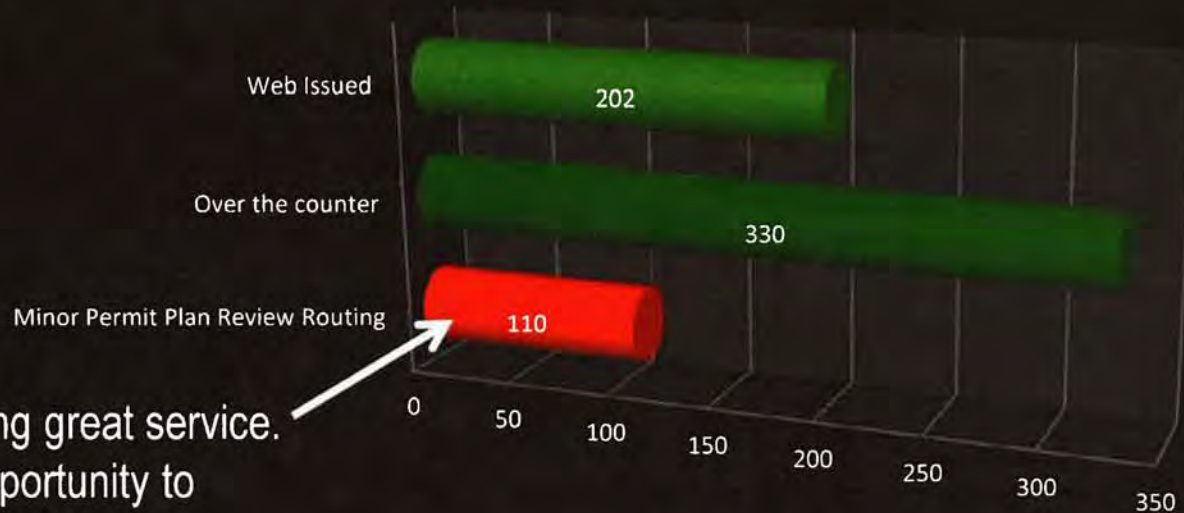


2015 Activity

Trend continues in 2015

83% of minor projects receive same-day service

We've permitted 660 minor projects to date, 37% of our total permit load.



We're delivering great service.
Here is our opportunity to
improve it further.



Minor Permit Routing

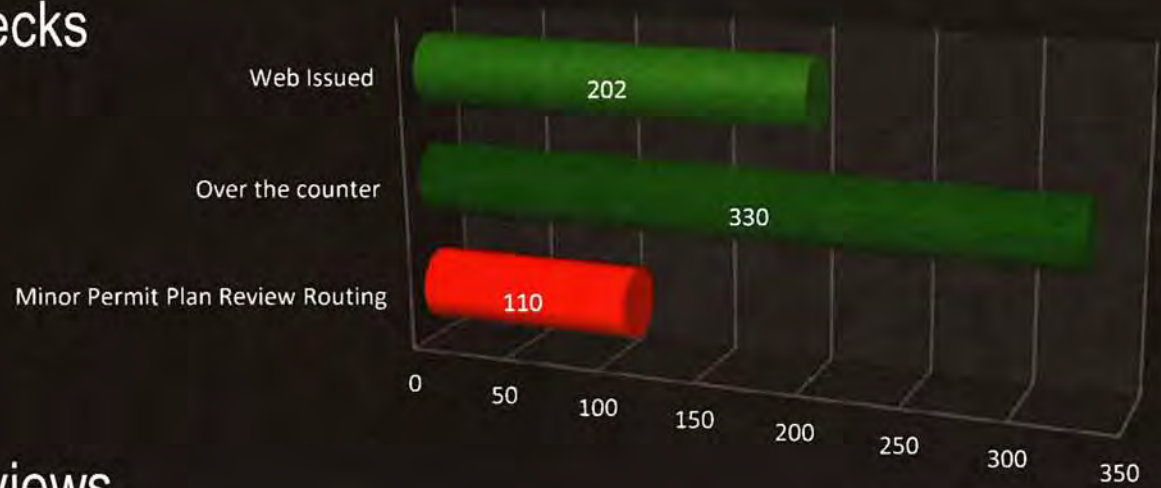
What gets routed?

Fences, simple sheds, and decks

Why?

To check for setbacks and floodplain encroachment

These are simple “yes/no” reviews with defined criteria.



But routing increases time and uncertainty



Minor Permit Routing



Fence Permit

Front Counter Intake



Transportation
floodplain
sight triangles

Planning
setbacks
material
height

Building Safety
construction

Important, but simple, criteria.





Solution: bring the plan review to the counter

- Transform a vacant front counter position into a **Certified Plan Reviewer**.
- **Consolidate zoning regs** for decks, simple sheds under 500 sq ft, and fences
- Give the plan reviewer full access to our **FEMA floodplain maps**
- Develop criteria into a “**checklist-style**” **application form and review manual**
- **Empower the Plan Reviewer** to check these items over-the-counter
- Issues handled by Plan Reviewer. Solutions sets offered with review manual.



Checklist Application

Basic Q&A guides the applicant

Communicates core criteria easily

Photos help explain concepts

Common “problem areas” addressed proactively before Plan Reviewer is involved.

What type of project are you building? Please select from the options below:

Above-Ground Pool

In-Ground Pool

Inflatable Pool

Hot Tub

Spa

Will you build a new deck as part of the project?

Yes

If yes, your deck must also be permitted for public safety.

No

Is your project 10 feet from a property line?

Yes

No

If no, your project must be moved back to at least 10 feet.

If you are installing a swimming pool, it must be completely enclosed by an opaque fence or wall.



Example of an opaque fence

Walls from an existing house can also be used to enclose a swimming pool.



Example of an house wall as an enclosure

Is your pool within 20 feet of a property line?

Yes

If yes, your opaque fence must be 6 feet in height.

No

If no, your opaque fence can be 4 feet in height.

Will your house be part of your pool enclosure?

Yes

If yes, you must have an alarm for any door entry.

No

Will your pool fence have a gate for access?

Yes

If yes, the gate must be self-closing, self-latching, and the latch 54" above grade.

No

Have you selected a pool alarm?

Yes

No

If no, a pool alarm must be installed before final inspection.

Please sign this form to indicate that you have read and understand the content provided.

Signature: _____ Print Name: _____

Project Address _____

Please flip the page to provide additional information as part of your application.



Results of Solution

100% Over-the-Counter Same-Day Review of Minor Projects 5-days a week
20% improvement

Additional 25% improvement in major plan review time

New design consultant for citizens seeking feedback on projects

90% Customer Satisfaction Benchmark





What Other Improvements Are Being Made?

Improvements are underway to **expand choices for our customers**

New **Expedited Inspection** Option
Potential **Expedited Plan Review** Option
Potential **Third-Party Plan Review** Option



Neighborhood Services Department



Expedited Inspections

10 available inspections slots to be offered each week.

Set-aside slots—not a “jumping of the queue”!

Inspection slots are **same-day or next-day service**.

Cost of slot is additional **\$200 minimum + \$100** for each additional hour.

Fee is based on cost of overtime for inspector.



Neighborhood Services Department



Request

Approve revision to the Building Permit Fee Schedule

Fee is for optional Expedited Inspections.
\$200 minimum + \$100 for each additional hour.



Neighborhood Services Department



Expedited Plan Review

Early Stage of Development

10 available plan review slots to be offered each week.

Plan review would be **same-day or next-day service.**

Service can be offered with addition of new Front-Counter Plan Reviewer

This item is under consideration as a test model for 2016



Neighborhood Services Department



Third-Party Review

Early stage of development

Contractual arrangement with certified third-party group.

Would grant permitting authority to group when project is assigned.

Offered to clients in instances of urgent timelines, technical complexity.

Paid through revenue sharing of permit fees.

This item is under consideration as a test model for 2016



Neighborhood Services Department