

January 30, 2018

At a regular meeting of the Board of County Commissioners, Washington County Colorado, held at the Courthouse in Akron, Colorado on Tuesday the 30th day of January 2018, there were present:

Lea Ann Laybourn, chairman	present
Terry G. Hart, commissioner	present
Leland Willeke, commissioner	present
Garland Wahl, clerk of the board	excused
Brandy Ward, deputy clerk of the board	present
Madeline Meacham, county attorney	present

8:00 Invocation

Pledge of Allegiance

Work Session

8:45 Public Comment/Work Session

9:15 Planning and Zoning- Annie Kuntz

Randy Miller-BP18-01

9:45 Work Session

10:40 Chairperson Laybourn called the business meeting to order

Consent Agenda

1. Schedule of bills for the County from the General, Road & Bridge, Health and Human Services Health Care, TV Translator, Landfill, Capital Expenditures, and Justice Center Fund payables for January 30, 2018 in the amount of \$245,669.83
2. Nursing Home bills for January 30, 2018 in the amount of \$6,807.34
3. Pioneer Haven bills for January 30, 2018 the amount of \$0
4. Minutes from Prior Meeting
 - a. January 23, 2018

It was moved by Commissioner Hart and duly seconded by Commissioner Willeke to **approve the Consent Agenda** as presented. On roll call vote, all votes being yes, the motion passed.

It was moved by Commissioner Hart and duly second by Commissioner Willeke to give **Akron Elks Lodge #2579 permission** to sell or provide alcohol at the Washington County Event's center on March 1, 2018. On roll call vote, all votes being yes, the motion passed.

It was moved by Commissioner Hart and duly seconded by Commissioner Willeke to **approve the building permit for Randy Miller BP18-01**. On roll call vote, all votes being yes, the motion passed.

It was moved by Commissioner Hart and duly seconded by Commissioner Willeke to approve the **signing of the 2018 Washington County Annual Operating Plan** for the Fire Marshall, Jon Stivers, Sheriff by Chairman Laybourn. On roll call vote, all votes being yes, the motion passed.

RESOLUTION 47-2018

WHEREAS, by prior action on April 18, 2017 the Board of County Commissioners adopted Resolution 83-2017; and

WHEREAS, said Resolution approved a Use By Special Review (Case #SP17-01b) for Quest Services Inc.; and

WHEREAS, at a meeting held on this date the Board determined to amend Resolution 83-2017 to reflect the corrected legal description (NE1/4 of Section 15, Township 2 North Range 50 West), Planning Commission meeting date (April 17, 2017) and Board of County Commissioners meeting date (April 18, 2017).

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, as follows:

1. Resolution 83-2017 shall be and by this action is hereby amended to reflect the correct legal description and meeting dates.
2. That this Resolution shall be and is hereby cross-indexed with resolution 83-2017 to show the action taken by the Board on this date.

The foregoing Resolution was presented at a regular meeting of the Washington County Commissioners held on the 30th day of January 2018, by Commissioner Hart who moved its adoption. The motion was seconded by Commissioner Willeke and on roll call vote, all votes being yes, the Resolution was adopted.

RESOLUTION 48-2018

It was moved by Commissioner Willeke and duly seconded by Commissioner Hart after discussion to authorize the Chairman of the Board to sign the contract for inspection services with ValueWest, attached hereto

The foregoing Resolution was presented at a regular meeting of the Washington County Commissioners held on the 30th day of January, 2018, by Commissioner Willeke who moved its adoption. The motion was seconded by Commissioner Hart and on roll call vote, all votes being yes, the resolution was adopted.

It was moved by Commissioner Willeke and duly seconded by Commissioner Hart, to **approve the agreement, waiver, and release** between Washington County Board of County Commissioners and Teton Building. On roll call vote, all votes being yes, the motion passed.

Chairman Laybourn presented a thank-you letter received from Kari Linker MCC in reference to their COSI (Colorado Opportunity Scholarship Initiative) scholarship work.

Chairman Laybourn presented the Annual Report from the State Land Board (FY 2016)

11:22 It was moved by Commissioner Willeke and duly seconded by Commissioner Hart to **adjourn the business meeting**. On roll call vote, all votes being yes, the motion passed.

1:00 Health and Human Service-Rick Agan

2:00 Steve Marshall- CO BIT CO Inc. (seal coats/ oils for the roads)



Brandy Ward, Deputy Clerk to the Board



Lea Ann Laybourn, Chairman Board of County
Commissioners

WASHINGTON COUNTY, COLORADO AGREEMENT
FOR INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the Board of County Commissioners of Washington County (hereinafter sometimes referred to as the "Board") has the statutory authority to contract with persons, firms, consultants and/or entities for the provision of services relating to the business of the County (hereinafter sometimes referred to as the "County"); and

WHEREAS, the Board has determined that a need exists to retain an independent contractor to provide certain assessment services on behalf of the Washington County Assessor; and

WHEREAS, ValueWest, a Colorado Corporation, (hereinafter sometimes referred to as the "Contractor") is qualified to provide the inspection services required by the Board.

NOW THEREFORE, the undersigned parties desire to enter into the following agreement (hereinafter sometimes referred to as "this agreement") subject to the following terms and conditions, to wit:

1. **Services.** The Contractor shall provide the following services in connection with the Board's need(s):

Those services as set forth in a proposal dated January 9, 2018

2. **Term.** This agreement shall be for a maximum term of two years from the date of execution, subject to annual appropriation by the Board. The Assessor and the Contractor have agreed that the services shall be provided at the locations and sites as set in the proposal to Washington County.
3. **Remuneration.** The Board shall be obligated to pay the Contractor as set forth in the proposal in increments not to exceed \$26,000.00 annually for the services to be rendered pursuant to this agreement. Said payments in the second year shall be subject to funding and appropriation by the Board.
4. **Expenses.** The Board shall not be responsible for any expenses incurred by the Contractor under this agreement, except as set forth within said proposal which primarily is for additional work involving appeals of valuations:

No additional expenses for mileage, copies, travel, or phone (land or cell)

5. **Payment to Contractor.** The Board shall process payment to the Contractor as directed by the Washington County Assessor, and require invoices for services rendered. Any such invoice shall be sent to the attention of the Assessor and the Board of County Commissioners.
6. **Independent Contractor.** The Contractor is retained only for the purposes and to the extent set forth in the Agreement and shall have the status of an independent contractor. The Contractor shall not be deemed an employee of the Board for any purpose. The Contractor represents that no employment relationship exists between the Contractor and the Board. The Contractor shall not be entitled to any retirement, health care insurance or other benefits, including but not limited to Worker's Compensation insurance. In addition, Contractor understands that Board will not withhold any state or federal income tax from money earned under this agreement and pursuant to law will issue a Form 1099 to Contractor if required.

7. **No Agency Created.** Contractor agrees and understands that no authority exists pursuant to this agreement for Contractor to enter into any third party contract or assume any obligation, or make any representation to third parties on behalf of, or which may bind the Assessor without his approval.
8. **Standards of Service.** The Contractor shall use their best professional judgment in providing any and all services to the Board and such services shall be offered at times and places consistent with the needs of the Board and shall meet any and all specifications, criteria, or standards established by the Board.
9. **Assignment Prohibited.** This agreement does not permit, nor will the Board allow this agreement to be assigned by the Contractor. In this regard Contractor understands that this Agreement shall be considered a personal services contract.
10. **Discrimination Prohibited.** The Contractor hereby agrees that he shall refrain from discrimination in all terms and conditions of employment, and in the provision of services in connection with this Agreement on the basis of race, color, age, sex or national origin.
11. Pursuant to Colorado law, the following is required for any County contract;
 - a. the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract.
 - b. the Contractor shall verify or attempt to verify through participation in the Basic Pilot Verification program, as administered by the United States Department of Homeland Security, that the Contractor does not employ any illegal aliens. If the Contractor is not accepted into the Basic Pilot Verification Program prior to entering into this Agreement, the Contractor shall apply to participate. Information on applying for this federal program can be found at [https://www.vis-dhs.com/employer registration](https://www.vis-dhs.com/employer%20registration).
 - c. the Contractor shall not use the Basic Pilot Verification Program procedures to undertake pre-employment screening of the job applicants while this Agreement is being performed.
 - d. if the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
 - i. notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien;
 - ii. and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the aforementioned paragraph the subcontractor does not stop employing or contracting with the illegal alien, unless the Contractor provides evidence and information to establish that the subcontractor has not knowingly employed or

contracted with an illegal alien.

- e. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to its authority.

12. Modification/Amendments. This agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties.

13. Termination/Revocation. Either party may revoke or otherwise terminate this agreement, with or without good cause shown, by notifying the other party in writing of their intention to take such action. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective ten (10) days after the date of mailing. In the event of termination, the Board shall not be obligated to pay Contractor any sums after the aforementioned effective date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 30th day of January, 2018.

INDEPENDENT CONTRACTOR
By: [Signature]
ValueWest, Inc. President

ATTEST:

By: [Signature]
Board of County Commissioners, Chairman

By: [Signature]
Brandy Ward, Clerk to the Board
Deputy

Recommended by: _____
Resolution of Approval 48-2018



Proposal for Services Washington County, Colorado

2019 Commercial Reappraisal

Project

ValueWest, Inc. understands the property tax system in Colorado. We will begin work on the project immediately upon the execution of a contract. We will visit the county several times in the initial months of the project and catch up on sales inspections and verifications which will affect the reappraisal. This initial phase will be formative in that it will help us identify areas of concern and timelines for addressing our secondary phases. Appraisal of real property requires the appraiser to adapt to the assignment based on knowledge gained during the assignment. Our approach will generally follow the model of gathering information, adapting strategy and applying methods in a repetitious manner throughout the project.

We will attempt to perform an income survey to determine rental rates, vacancy rates and expense ratios on various property types if information is available. This will be foundational to the development of our supporting income capitalization model. The results of the income method will eventually be compared to the results of the computer assisted mass appraisal (CAMA) model.

On appropriate property types, we will look at cost based valuation using the Marshall & Swift Valuation Service. These cost based values will also be compared to the valuations arrived at in the mass model on some property types.

Eventually, the data collection phase will give way to the analysis phase which will mold the finalization of the mass appraisal model. We will conduct a series of sales ratio studies and other statistical analysis in order to determine the contributory value of various attributes. These will be used in the calibration of the mass model. The ACS system in the county is a familiar system for our company and we will be able to set up and calibrate our model without much assistance from the Assessor's staff.

The conclusion will be a well thought out mass appraisal model that best fits the universe of property as allowed by the available data. Ultimately our objective is to get fair and accurate values for the citizens of Washington County.

After the reappraisal values are complete we will work with taxpayers during the protest and appeal process. We will make appropriate adjustments to individual properties if justified and we will adjust mass model rates if systematic valuations are discovered.

PLAN DOCUMENT

Preliminary Analysis

ValueWest, Inc. will conduct a detailed sales ratio study on available sales data from the allowable data collection period. We will review the data by various stratifications to determine the current valuation level of various types of properties. We will interview the County Assessor and other available county appraisal staff whom may be familiar with specific buildings and property in order to better understand the concerns and special needs surrounding the project.

This process will involve discussions of the prior reappraisal and the impressions of the county appraisal staff on the areas where results were disappointing. We will analyze the protest records from each area and take the adjusted valuation levels into consideration in the development of new valuation models. We will develop a sales grid by neighborhood and economic area to find out where the strengths and weaknesses of the data are. We will do field inspections of many properties before, during and after the valuation models are built so that we can compare the resulting value with an onsite impression of validity.

Sales Review

ValueWest, Inc. will perform in person physical reviews of all commercial sales from the relevant sales data collection period. The physical reviews will be focused on creating familiarity with the property in terms of its physical condition, location, past and current use and ownership. The sales review will also include a detailed review of deeds and other relevant transfer documents related to the sale. The company will code the sales according to their respective utility in the appraisal process using the Colorado Division of Property Tax Assessor's Reference Library, Course Materials and other content as a guideline.

Preliminary Ratio Analysis

ValueWest will conduct preliminary sales ratio analysis to determine current value level relative to the newly reviewed sales.

Time Trend Analysis

Importantly, we will perform and document a complete time trend analysis of the qualified commercial sales. The documentation will be suitable for audit compliance and will use several recognized methodologies including paired and matched sales, ratio trending and price per unit trending. The findings will be discussed with the county appraisal staff prior to finalization.

Application of Value

ValueWest will use information gathered in the prior phases to calibrate the County's computer assisted mass appraisal software. Values generated after calibration will be reviewed and analyzed based on the relevancy of the cost approach, the sales comparison approach and the income approach to value. Calibration will be checked for audit compliance and results will be shared with the County Assessor prior to finalization of the values.

Defense of Value

ValueWest will make its staff available for a sufficient amount of time during the protest period as to meet with taxpayers or to discuss valuation protests. The Company will respond to taxpayer requests in a

timely manner and with professionalism. The Company will hold "office hours" in the county during the month of May and June in order to meet with and answer taxpayers. The company will make decisions regarding protest value adjustments and will prepare support to be presented at the County Board of Equalization when necessary. ValueWest will appear in person or at a minimum over the telephone during the C.B.O.E appeals period. Every effort will be made to appear in person. As taxpayers protest we will politely listen, consider and if necessary adjust our values. We will defend the values when they are correct. We will provide and be available for an adequate number of days for protest at the county courthouse.

ValueWest will represent the County at higher appeal levels for an additional fee of \$75/hour plus travel expenses at the option of the Washington County Assessor.

Project Execution

Upon acceptance of this contract by the Assessor and the Board of County Commissioner's we will begin reviewing sales data from the allowable data collection period. Simultaneously we will examine the rates, codes and stratifications used by the county in past valuations. We will begin to gather income and expense information on all commercial and industrial properties. We will do an extensive examination of the coding system currently in use by the county and make recommendations if necessary. We will spot check commercial improvement building types, quality codes and effective ages and make adjustments as necessary.

The land valuation will be a priority in the initial phases of the valuation. Land values will be determined based on available sales data. Where sales data is scarce or non-existent the contractor will base values on the best information available. Land codes will be calibrated to best fit the market indicators. When the land values are complete we will begin to calibrate the improvement valuations. We will then examine building codes, architectural styles, ages, qualities and other building characteristics to determine appropriate rates for the "Commercial" valuation model.

Final adjustments may be made to individual properties if warranted and described. We will notify the assessor when the notices of value can be sent.

RESPONSIBILITIES

Responsibilities County:

1. Must provide remote access to their computer systems with the necessary software and access to the data. (VPN or third party software)
2. Must provide a complete list of transfers on Commercial Property from 7/1/2013 through current.
3. If possible, will provide a "Parcel Layer" in a form readable by ESR1 Arc Map software. If available we will also need aerial photography, streets and roads, water features and subdivision layers. This will be provided at no cost to the contractor.
4. Must provide all available documentation of sales including; TD1000, Sale Confirmations, Copies of Transfer Instruments via hardcopy or scanned images.
5. Will assist in the scheduling of protest appointments when necessary.
6. Will provide a reasonable workspace with a computer if we should need to be in your office.
7. Will maintain the commercial database with regard to building permits, remodels and new construction.
8. Agrees to the timeline of the project as follows.

PROPOSAL TO CONDUCT SERVICES WASHINGTON COUNTY, COLORADO AGRICULTURAL LAND REAPPRAISAL FOR 2018 and 2019

Introduction

The Washington County Assessor's office is responsible for the bi annual reappraisal of approximately 1,488,561 acres of agricultural land that includes irrigated crops, dry farm land, dry grazing and waste land. ValueWest, Inc. specializes in reappraising these types of properties for Colorado assessor's offices and is experienced in successfully completing many agricultural land reappraisals throughout the state. Judith Kahl, of our office, will be the primary appraiser for this project. She is a certified general appraiser with a background in agricultural land valuation through her prior employment with the Colorado Division of Property Taxation. While at the division she was responsible for the implementation of the agricultural land statutory and procedural requirements throughout the State of Colorado. We have been asked by the Washington County Assessor's Office to submit a proposal to complete the Agricultural Land Reappraisal for 2019. Phase one of the project will commence in 2018 and phase two will be completed in 2019. The work to be completed for 2018 and 2019 will be outlined below. Payment will be billed monthly in twenty-four increments of the total price or \$208.33 per month. It is anticipated that phase one will be completed no later than August 15, 2018 and phase two will be completed no later than March 1, 2019. The cost of this project is \$5000 total for the reappraisal project.

Circumstances

Agricultural land in Colorado is valued exclusively by a published formula that capitalizes the net landlord income. To accomplish this, the appraiser must determine the earning or productive capacity of the land while taking into consideration the expenses incurred by the landlord. The capitalization rate is prescribed by law. The landlord's income and expenses must represent a ten-year average. As a result, there are items to review, collect and apply to the ten-year average each year.

Phase one - 2018

ValueWest, Inc. will conduct a detailed review of data currently used by Washington County for agricultural land valuation. This data will be incorporated into our valuation spreadsheets. Contact will be made with the appropriate local contacts in order to determine the irrigated water expense as well as other important expense components. Data will also be collected from local chemical services for the determination of chemical expenses for irrigated and dry' land values. In order to best serve your county a visit to the assessor's office may also be necessary.

Phase two - 2019

ValueWest, Inc. will collect and verify yields and expenses for each class of property to be appraised. This will involve collection of data from available resources such as the Colorado Agricultural Statistics Services, Colorado State University, Farm Service Agency and Natural Resource Conservation Service when applicable. Local farmers and ranchers will also be contacted during the process. Final values per acre will be determined and county-line comparison will be completed. This service will include direct communication with the state assessment auditor to ensure compliance with State Board of Equalization compliance standards.

Responsibilities County

1. Must provide contact information if requested.
2. Is responsible for input of final "actual values per acre" into current computer system.
3. Is responsible for notification to taxpayer of 2019 agricultural land values.
4. Is responsible for all appeals from taxpayers regarding the 2019 agricultural land values.

- a. Valuation complete April 15, 2019
- b. Protest Period May 1-31, 2019
- c. Notices of Determination by June 30, 2019
- d. County Board of Equalization July and August 2019
9. Agrees to the use of override values when deemed necessary by the contractor.
10. Exclusions: These properties are excluded regardless of their abstract codes and include Golf Courses, Ski Areas, Possessory Interest, Oil and Gas Properties, Caves, Hot Springs, Amusement Parks, Race Tracks, Hunting Cabins or Lodges, Personal Property and any other properties which may be too complex and bizarre to accurately value within the allotted timeframe (mutually agreed to before contract acceptance).

Responsibilities ValueWest, Inc.

1. Will develop a workflow calendar upon acceptance of our proposal.
2. Will conform to applicable USPAP Standard 6 requirements.
3. Will complete the valuations as soon as possible but no later than April 15, 2019.
4. Will use accepted mass appraisal practices to complete the project.
5. Will provide adequate documentation for the auditor and for the county archives.
6. Will represent the county in a professional and efficient manner at all times.
7. Will defend the values through the County Board of Equalization.
8. Will defend the values at the Colorado Board of Assessment Appeals at the discretion of the county assessor for a minimal additional charge plus expenses.
9. Will provide monthly progress reports for the Washington County Assessor.

Cost of Commercial Reappraisal Services

ValueWest will perform the Commercial Valuation Services above for a cost of \$1,800 per month over the twenty-four-month period from January 1, 2018 through December 31, 2019. This fee will be inclusive of all necessary insurance, travel expenses and material costs associated with the project. The county, in exchange for this fee, will receive a fully compliant reappraisal that meets the standards set forth by the State of Colorado. ValueWest, Inc. will handle all protests and appeals through the level of County Board of Equalization without any additional cost to the County. Cases which go to District Court or the Board of Assessment Appeals may require compensation for preparation and presentation. The first twenty hours of any chargeable time for these higher appeals will not be charged by ValueWest, Inc.

Additional Projects

Agricultural Outbuildings (4279 Abstract Codes)

Review and calibration of the model used for agricultural outbuildings. This project will involve comparing existing model calibration to the published Marshall and Swift cost estimates and life expectancies. Field work will be minimal on the part of ValueWest, however we will do an appropriate number of physical inspections to aid us in understanding the current application of classification and inventory techniques in Washington County. ValueWest will dialogue with the County Assessor to determine appropriate corrective procedures with regard to inventory of agricultural outbuildings if they are necessary. The cost of this project will be an additional \$2,400 which will be billed in \$100 increments for each month of the 24-month project timeline.

See Attached Agricultural Land Proposal

5. Agrees to the timeline of the project.
 - a. Phase one completion no later than August 15, 2018
 - b. Phase two completion no later than March 1, 2019

Responsibilities ValueWest, Inc.

1. Will complete phase one as soon as possible but no later than August 15, 2018.
2. Will complete phase two no later than March 1, 2019 using published agricultural land valuation practices to complete the project.
3. Will provide adequate documentation for the auditor and for the county archives.
4. Will represent the county in a professional and efficient manner at all times.
5. Will be available for discussion with taxpayers if necessary before or during statutory appeal period.

Cost

As outline above, we are prepared to provide this service in two phases for a total of \$5,000. Phase one will be completed in 2018 for a fee of \$2,500 due and payable upon your receipt of our invoice relative to the timeframe listed above. Phase two will be completed in 2017 for a fee of \$2,500 due and payable upon your receipt of our invoice relative to the timeframe listed above. Our services allow the assessor to have a fully certified and experienced agricultural land appraiser at a cost which is considerably less than an equally qualified full time employee. We do not bill for any of our expenses like mileage, fuel, lodging or meals.

Conclusion

This proposal offers a comprehensive valuation solution for Washington County's Agricultural Land properties based on published valuation procedures and statutory requirement of the State of Colorado. It will assure success in the valuation of this acreage for 2019 and will help to set forth a foundation for future reappraisals that will serve the taxpayers of the county well. We are pleased that you have given us the opportunity to make this proposal and we look forward to serving the taxpayers of Washington County. Thank you!

Total 2108.33 mo