

**TOWN OF COLUMBINE VALLEY  
BOARD OF TRUSTEES MEETING**

January 17, 2017

**A G E N D A**

- |  |                           |
|--|---------------------------|
| 1. ROLL CALL   | 6:30PM                    |
| 2. PLEDGE OF ALLEGIANCE  |                           |
| 3. APPROVAL OF MINUTES<br>November 7, 2016<br>December 6, 2016<br>December 14, 2016  | Mayor Champion            |
| 4. CITIZENS CONCERNS<br>Columbine Country Club<br>HOA Presidents/Representatives<br>Public Comments                                | Mayor Champion            |
| 5. MAYOR'S COMMENTS  | Mayor Champion            |
| 6. TRUSTEE COMMENTS:<br>Mayor Pro Tem Cope<br>Trustee Boyle<br>Trustee Christy<br>Trustee Dotson<br>Trustee Menk<br>Trustee Palmer |                           |
| 7. TOWN ADMINISTRATORS REPORT  | Mr. McCrumb               |
| 8. POLICE DEPARTMENT REPORT  | Chief Cottrell            |
| 9. TOWN TREASURERS REPORT  | Mr. Tempas                |
| 10. OLD BUSINESS<br>Minor Amendment Willowcroft Development Plan<br>Minor Amendment Wilder Lane Development Plan                   | Mr. Kaslon<br>Mr. Kaslon  |
| 11. NEW BUSINESS<br>Mohler Property/Right-of-way<br>2016 Annual Audit Engagement Letter  | Mr. McCrumb<br>Mr. Tempas |
| 12. ADJOURNMENT  |                           |



### **Request for Board of Trustee Action**

**Date:** January 17, 2017

**Title:** 2<sup>nd</sup> Administrative (Minor) Amendment to the Final Development Plan Wilder Lane

**Presented By:** Brent Kaslon, Town Planner

**Prepared By:** Brent Kaslon, Town Planner

**Purpose:** This minor amendment to the Final Development Plan for the Wilder Lane neighborhood is to allow for rear side yard fencing and clarify the screening allowed in backyards.

This amendment would add the language below to the plan:

1. Fencing:

Fencing of the rear side yard of any Lot shall be permitted so long as the fencing: (a) is constructed of black metal; (b) does not exceed 48" in height and (c) any gates remain unlocked to allow the Association to complete yard maintenance. Front yard fencing is not permitted.

Notwithstanding the foregoing, prior to installation, rear side yard fencing must be approved by the HOA which may set specific design criteria for consistency. Side yard fencing for Lots 1-5 may not be attached to the shared wall with Country Club Villas. Each submission will be addressed on a case-by-case basis to minimize impact on adjacent lots or roadways and the Association's ability to perform yard maintenance. The homeowner will be responsible for maintenance, repair and replacement of any fencing installed by homeowner.

Perimeter/Open Space fencing installed by the builder/developer may not be removed, changed, or modified. The HOA will maintain all perimeter/open space fencing.

**Criteria for Administrative Amendments:** An administrative (minor) amendment to an approved preliminary development plan or plat, an approved final development plan or plat may be initiated by the owner of all or a portion of the property, or, by the

Board of Trustee's when the Board has determined that the amendment is in the public interest.

The administrative (minor) amendment process may only be used for amendments, changes and revisions to a preliminary or final plan or final plat that has been determined to be of a minor engineering, planning or administrative nature that meet one or more of the following criteria:

1. All involved lands must be part of a previously approved plan or plat.
2. No additional lot, parcel or building site is created.
3. The lot or parcel areas, or street frontage, shall not be reduced by more than 10 percent.
4. The revisions do not conflict with any other ordinances, regulations, codes or rules of law of the Town of Columbine Valley or the State of Colorado.
5. The revisions do not conflict with any major requirement or condition of the approved final Planned Development plan.
6. Changes consist of typographical and spelling errors or transpositions, incorrect seal, incorrect dates, monumentation incorrectly noted or drawn, incorrect or missing interior bearing(s) and/or dimension(s) on the drawing, or missing or incorrectly displayed arrows or symbols.
7. The revisions are street name changes only.
8. The revision is a plan title change only.

**Finding:**

The amendment meets the required criteria involved with the processing for minor amendments.

The criteria met includes:

1. All involved lands are a part of a previously approved plan or plat.
2. No additional lot, parcel or building site is created.
3. The revisions do not conflict with any other ordinances, regulations, codes or rules of law of the Town of Columbine Valley or the State of Colorado.
4. The revisions do not conflict with any major requirement or condition of the approved final Planned Development plan.

The minor amendment to the approved final development plan was initiated by the owner as there have been multiple requests for fencing from current home owners and prospective buyers.



The applicant has proposed a type of fence (black metal) and height restrictions that will help to maintain the open feel that the Town already has and staff agrees.

**Attachments:**

Amendment illustrations (4 pages)

**Staff Recommendations:** Based on the finding that the request meets all the criteria for Minor Plan Amendments and Minor Subdivision Amendments, the staff recommends approval with the following conditions:

1. All fencing for the rear yard not be any closer than 10' to the front façade of each home and should line up to neighbors fence. Jogs in the fence are not allowed.
2. All fences shall be the same style (horizontal or vertical slats), height, and this be maintained throughout the Wilder Lane Subdivision. The distance between fencing rails shall 4" or less.
3. Any proposed fence must comply with the design guidelines of the Wilder Lane HOA and obtain all required permits by the Town of Columbine Valley.
4. Homeowners of lots 1-5 with fences adjacent to the Country Club Villas wall shall be aware of the maintenance easement/agreement prior to installation of fencing. If maintenance is performed on the wall at any time, any damage or repair to fence or landscape shall be the homeowners responsibly and not the Country Club Villas HOA.

**Recommended Motion:**

"I Move to approve the 2<sup>nd</sup> Administrative (Minor) Amendment for Wilder Lane with the staff conditions as presented."

Amendment to Wilder Lane  
Development Plan to Allow Rear  
Side Yard Fencing

# Amendment to Wilder Lane HOA Design Review Guidelines to allow Rear Side Yard Fencing

(Proposed language for Trustee motion in yellow)

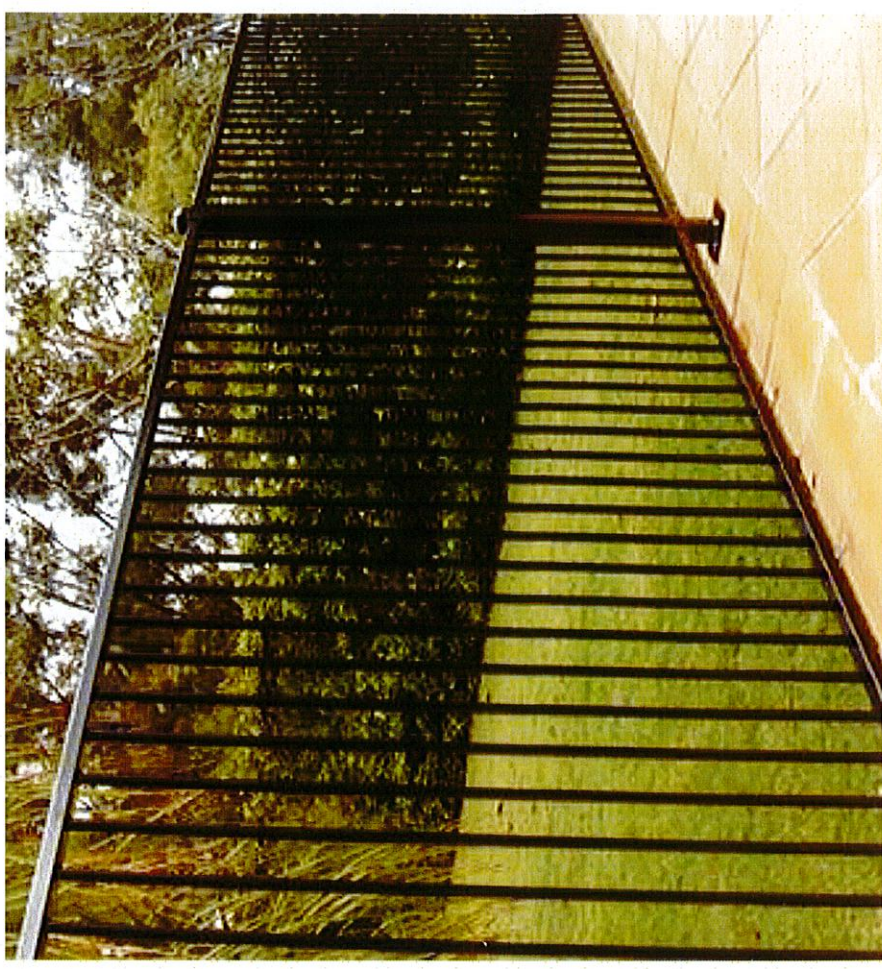
1. FENCING. The Design Guideline regarding fencing shall be deleted and replaced with the following:

Fencing of the rear side yard of any Lot shall be permitted so long as the fencing: (a) is constructed of black metal; (b) does not exceed 48" in height and (c) any gates remain unlocked to allow the Association to complete yard maintenance. Front yard fencing is not permitted. Notwithstanding the foregoing, prior to installation, rear side yard fencing must be approved by the DRC which may set specific design criteria for consistency. Side yard fencing for Lots 1-5 may not be attached to the shared wall with Country Club Villas. Each submission will be addressed on a case-by-case basis to minimize impact on adjacent lots or roadways and the Association's ability to perform yard maintenance. The homeowner will be responsible for maintenance, repair and replacement of any fencing installed by homeowner.

Perimeter/Open Space fencing installed by the builder/developer may not be removed, changed, or modified. The HOA will maintain all perimeter/open space fencing.



## Illustrative Images of Black Metal Fencing











**Request for Board of Trustee Action**

**Date:** January 17, 2017

**Title:** 2016 Annual Audit Engagement Letter

**Presented By:** Jeff Tempas, Town Treasurer

**Prepared By:** Mark Elmschauser, CliftonLarsonAllen

**Background:** Each year the Town contracts an independent audit firm to audit the Town's financial statements and associated government activities.

The attached letter outlines the terms and objectives of the 2016 annual audit, which will commence in April of this year.

**Attachments:** Copy of the Audit Engagement Letter

**Fiscal Impacts:** Fee for services as outlined in the attached letter

**Staff Recommendations:** Approve as presented

**Recommended Motion:** "I move engage Clifton Larson Allen to conduct the 2016 audit".



CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 500  
Greenwood Village, CO 80111  
303-779-5710 | fax 303-779-0348  
CLAconnect.com

January 10, 2017

Board of Trustees and Management  
Town of Columbine Valley  
2 Middlefield Road  
Columbine Valley, CO 80123

Dear Board Members and Management:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the examination engagement CliftonLarsonAllen LLP (CLA) will provide for the Town of Columbine Valley ("you", "your", or "the entity") for the year ended December 31, 2015.

Mark Elmshauser, CPA, is responsible for the performance of the examination engagement.

**Scope, objective, and responsibilities**

We will examine your assertion that the significant elements of census data reported by you to Fire Police Pension Association of Colorado (FPPA) for the calendar year ended December 31, 2015 were complete and accurate (the Assertion) based on the criteria included in the Colorado Revised Statutes Title 31, Article 30, 30.5 & 31, and the FPPA Rules and Regulations (the Criteria). The significant elements of payroll census data reported to FPPA during the calendar year ended December 31, 2015 were name, payroll period, social security number, FPPA pensionable salary, hours of service, and employee and employer contribution.

The objective of our examination is the expression of an opinion about whether the Assertion is fairly stated, in all material respects, based on the Criteria. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion.

We will issue a written report upon completion of the engagement. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, others within the entity, FPPA, and CLA and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unqualified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement. If our opinion is other than unqualified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate evidence, or the existence of a significant risk of material misstatement or deviation from the criteria, which in our professional judgment prevent us from completing the examination or forming an opinion, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.



Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, fraud, or other violations of laws or regulations, that may exist. However, we will inform you of any material errors or fraud that comes to our attention. We will also inform you of any other violations of laws or regulations that come to our attention, unless clearly inconsequential.

We understand that you will provide us with the basic information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria or assist in the development of the subject matter, but the responsibility for the subject matter remains with you.

You are responsible for the presentation of the Assertion in accordance with the Criteria; and for selecting the criteria and determining that such criteria are appropriate for your purposes. For all accounting services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

At the end of the engagement, we will require a representation letter from management.

#### **Engagement administration and other matters**

A list of information we expect to need for the engagement and the dates required will be provided in a separate communication.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The workpapers supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers in accordance with our record retention policy that typically provides for a retention period of seven years.

CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.



Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

### **Mediation**

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

### **Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final examination report under this agreement to you, regardless of whether we do other services for you relating to the examination report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

### **Fees**

The fee for the engagement will be \$3,000. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.



**Other fees**

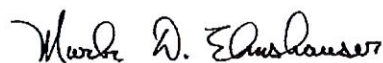
You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

**Agreement**

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between us. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign, date, and return a copy to us.

Sincerely,

**CliftonLarsonAllen LLP**



Mark D. Elmshauser, CPA  
Principal  
303-779-5710  
Mark.Elmshauser@CLAconnect.com

**Response:**

This letter correctly sets forth the understanding of Town of Columbine Valley.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_