

**TOWN OF COLUMBINE VALLEY**  
**BOARD OF TRUSTEES MEETING**  
February 21, 2017

**A G E N D A**

1. ROLL CALL 6:30PM
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF MINUTES Mayor Champion  
January 17, 2017
4. CITIZENS CONCERNS Mayor Champion  
Columbine Country Club  
HOA Presidents/Representatives  
Public Comments
5. MAYOR'S COMMENTS Mayor Champion
6. TRUSTEE COMMENTS:  
Mayor Pro Tem Cope  
Trustee Boyle  
Trustee Christy  
Trustee Dotson  
Trustee Menk  
Trustee Palmer
7. TOWN ADMINISTRATORS REPORT Mr. McCrumb
8. POLICE DEPARTMENT REPORT Chief Cottrell
9. TOWN TREASURERS REPORT Mr. Tempas
10. OLD BUSINESS
11. NEW BUSINESS Mr. Carmann  
2017 Road Program Mr. McCrumb  
Republic Service Contract Chief Cottrell  
Arapahoe County IGA
12. ADJOURNMENT
13. EXECUTIVE SESSION  
The Board of Trustees will be going into Executive Session to approve the minutes of November 7, 2016, and to discuss personnel matters pursuant to C.R.S. 24-6-402 .

## TOWN OF COLUMBINE VALLEY

### BOARD OF TRUSTEES

#### Minutes

January 17, 2017

Mayor Champion called the Regular Meeting of the Trustees to order at 6:30 p.m., in the Conference Room at the Town Hall at 2 Middlefield Road, Columbine Valley, Colorado. Roll call found the following present:

Trustees: Richard Champion, Gale Christy, Bill Dotson, Bruce Menk and Roy Palmer

Absent: Dave Cope and Kathy Boyle

Also present: Lee Schiller, J.D. McCrumb, Jeff Tempas, Bret Cottrell and Brent Kaslon

**MINUTES:** The minutes of the November 7, 2016 meeting were approved. The minutes of the December 6, 2016 meeting were approved. The minutes of the December 14, 2016 meeting were approved.

**CITIZEN CONCERNS:** Michael Bratcher, General Manager Columbine Country Club provided the Trustees with an update on Club construction, noting an expected completion/opening date of late September 2017. Mr. Bratcher informed the Trustees that the barn that was destroyed by fire would start rebuilding soon and be completed in approximately 3 months. He also shared with the Trustees the names of the Clubs new officers.

There were no HOA Representative or Public Comments.

**MAYOR'S COMMENTS:** Mayor Champion announced that a winner of the Mayor for the Day contest had been selected and that event would be scheduled soon. He also commented that snow removal efforts had been going well.

**TRUSTEE COMMENTS:** Trustee Christy encouraged the Board to consider the various ways to manage the open space that would come online if the current Wild Plum development is approved.

Trustee Menk alerted the board of a personnel issue that would require an executive session.

**ACTION: upon a motion by Trustee Menk and a second by Trustee Christy, the Board of Trustees unanimously approved amending the Agenda to include an executive session to discuss personnel matters.**

**TOWN ADMINISTRATOR'S REPORT:** Mr. McCrumb presented the attached report. The Trustees asked several clarifying questions on issues in the report.

**POLICE CHIEF'S REPORT:** Chief Cottrell presented the attached report. The Chief also briefed the Trustees on a road rage/gun discharge incident that happened on Platte Canyon near Columbine Valley. The incident occurred in Littleton's jurisdiction. There were no injuries and are no suspects at this time.

**TOWN TREASURER'S REPORT:** Mr. Tempas reported on the attached November financials. He alerted the Trustees that the annual audit would begin in March.



**ACTION:** upon a motion by Trustee Christy and a second by Trustee Menk, the Board of Trustees unanimously approved the November financials.

**OLD BUSINESS:**

**Minor Amendment to the Willowcroft Development Plan:** Mr. Kaslon presented to the Trustees a request to amend the Final Plat of Willowcroft Manor to allow for low privacy walls. The Trustees asked clarifying language regarding the materials allowed and noted a duplicated paragraph in the presented language.

**ACTION:** upon a motion by Trustee Palmer and a second by Trustee Dotson, the Board of Trustees unanimously approved the Willowcroft Minor Amendment with the clarification that walls are to be constructed of masonry material and the duplicate language removed.

**Minor Amendment to the Wilder Lane Development Plan:** Mr. Kaslon presented to the Trustees a request to amend the Final Plat of Wilder Lane to allow for back and side yard fences. The Trustees asked clarifying questions and Mr. Jay Neese of the development team stated a preference for style choices as opposed to the recommended single style of fence.

**ACTION:** upon a motion by Trustee Palmer and a second by Trustee Menk, the Board of Trustees unanimously approved the Wilder Lane Minor Amendment allowing rail style to be determined by the HOA.

**NEW BUSINESS:**

**Mohler Property/Sale of Right-of-Way:** Mr. McCrumb presented a request by the Mohler resident's to purchase the Town right-of-way adjacent to their back yard, from the Town.

**ACTION:** no action was required. The Trustees directed staff to proceed with the process of selling the right-of-way and to bring back to a future meeting with specifics.

**2016 CliftonLarsonAllen Letter:** Mr. Tempas reviewed with the Trustees an audit notice regarding the FPPA.

**ACTION:** upon a motion by Trustee Dotson and a second by Trustee Palmer, the Board of Trustees unanimously directed Mr. Tempas to sign the letter on behalf of the Town.

**EXECUTIVE SESSION:** Upon a motion by Trustee Palmer and a second by Trustee Dotson, the Board unanimously approved entering into executive session at 7:33 p.m. to discuss personnel matters pursuant to C.R.S. 24-6-402.

The Trustees came out of executive session at 7:37 p.m.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 7:38 p.m.

Submitted by,  
J.D. McCrumb, Town Administrator

*\* All reports and exhibits listed "as attached" are available on the Columbine Valley web site and by request at Town Hall, 2 Middlefield Road.*

*\*\* All minutes should be considered to be in DRAFT form until approved by the Board of Trustees at the next regular meeting.*





# Town Administrator's Report

*February 2017*



Town of Columbine Valley  
2 Middlefield Road  
Columbine Valley, CO 80123

Tel: 303-795-1434  
Fax: 303-795-7325  
[jdmccrumb@columbinevalley.org](mailto:jdmccrumb@columbinevalley.org)





## Communications & Happenings

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- Ten year old Kenzie Myco is the Town of Columbine Valley's first Mayor for a Day, an initiative that lets kids learn more about local government. Kenzie is a fifth grader at Littleton Prep Charter School and will join the Mayor on March 31 for a tour and activities. She will also be at the April Board meeting.
- Staff is in the process of analyzing and reporting on the 2016 Citizen Survey. 346 completed surveys (63% of Columbine Valley households) were returned and a full report will be presented to the Trustees in March.
- Vector Bank will be the title sponsor for the Summer Concerts in the Park series that will occur in June, July and August. Both ICON Engineering and Designs by Sundown are returning as the sponsors of the 4th of July activities.
- Residents are invited to join Mayor Richard Champion for "Coffee with the Mayor" on Friday, March 24, 2017 from 7:30 to 9:00 a.m. This informal gathering gives residents the opportunity to ask questions and engage in conversation about community activities and upcoming events.
- Updates and corrections to the 2017 Town Directory will be mailed with the March/Spring newsletter at the end of this month.

## Citizen Contacts:

*Staff has fielded calls, emails or walk-ins on the following topics in January*

- ⇒ Building Department: 48
- ⇒ Comm. Development: 31
- ⇒ Public Works: 56
- ⇒ Municipal Court: 39
- ⇒ Other: 62

## Town Website Jan Statistics

1,811

Total Visits

2,147

January Page Views

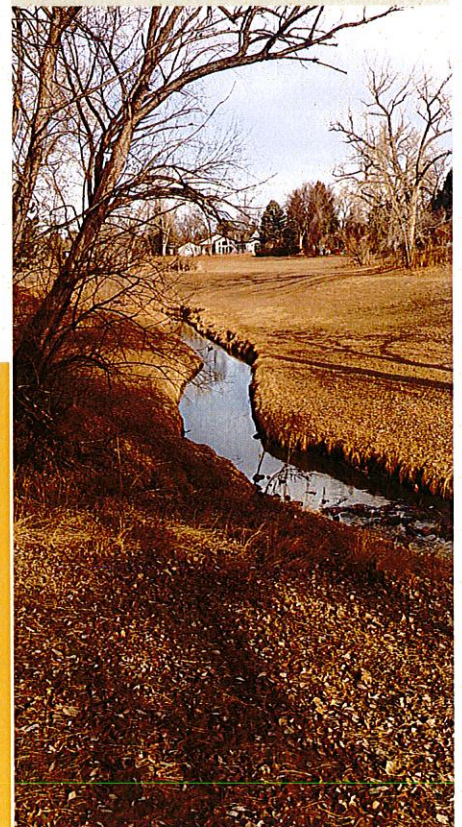
## Top Pages

Development Updates

Calendar

Police Department

Community Updates





# Building Department

## Monthly Stats

9 Permits Issued

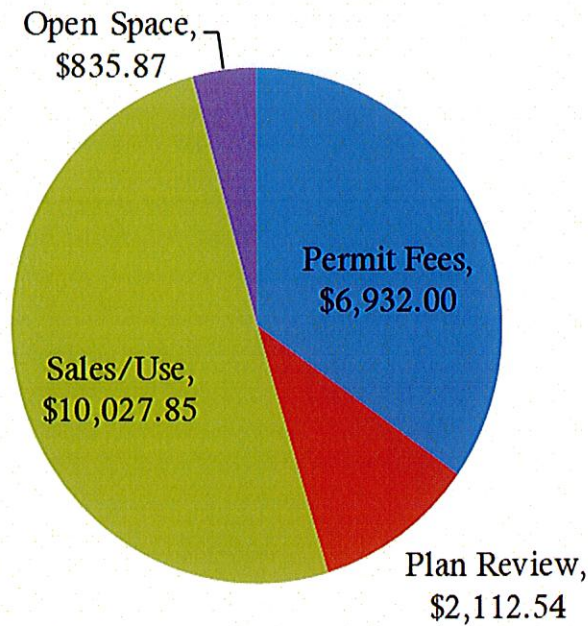
- New SFR: 1
- Major Remodels: 0
- New Roofs: 1
- Other/Misc.: 7

36 Inspections

30 Licenses Issued

- General: 10
- Electrician: 5
- Plumbers: 4
- Mechanical: 8
- Roofer: 3

Jan. Permit Rev.: \$19,908.26



## Willowcroft Manor

- 41 Total Lots
- 32 Permits Issued
- 1 Permit Pending
- 23 Completed Homes
- 22 Occupied Homes

## Wilder Lane

- 24 Total Lots
- 5 Permits Issued
- 0 Permit Pending
- 5 Completed Homes
- 2 Occupied Homes



## Building Department Revenue by Month

	2016	2016 YTD	2017	2017 YTD
January	\$2,304.44	\$2,304.44	\$19,908.26	\$19,908.26
February	\$8,570.86	\$10,875.30		
March	\$84,269.53	\$95,144.83		
April	\$64,831.11	\$159,975.94		
May	\$45,799.17	\$205,775.11		
June	\$30,756.68	\$236,531.79		
July	\$327,329.37	\$563,861.16		
August	\$83,947.48	\$647,808.64		
September	\$28,814.59	\$676,623.23		
October	\$54,077.22	\$730,700.45		
November	\$51,116.09	\$781,816.54		
December	\$42,978.61	\$824,795.15		



## Municipal Court

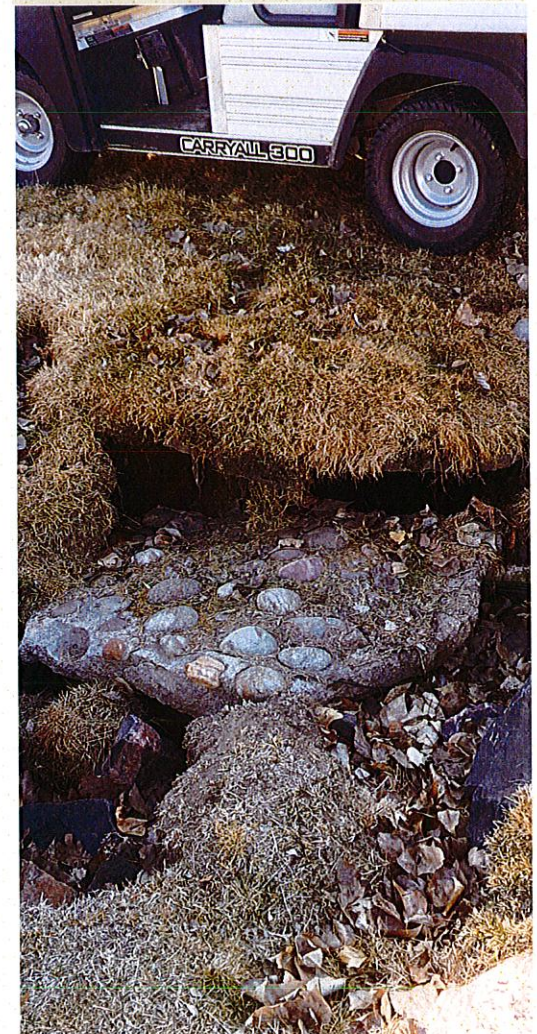
	<u>2016</u>	<u>2016 YTD</u>	<u>2017</u>	<u>2017 YTD</u>
<b>January</b>	\$5,632.49	\$5,632.49	\$6,295.25	\$6,295.25
<b>February</b>	\$3,527.00	\$9,159.49		
<b>March</b>	\$6,170.5	\$15,329.99		
<b>April</b>	\$4,323.50	\$19,653.49		
<b>May</b>	\$1,862.25	\$21,515.74		
<b>June</b>	\$3,638.78	\$25,154.52		
<b>July</b>	\$8,590.86	\$33,744.88		
<b>August</b>	\$5,843.61	\$39,588.49		
<b>September</b>	\$6,111.98	\$45,700.47		
<b>October</b>	\$6,120.00	\$51,820.47		
<b>November</b>	\$3,535.00	\$55,355.47		

## Public Works Department

- The Colorado Department of Transportation has completed the restriping work at the corner of Platte Canyon and Cole Mine. Installation of the new traffic signal has been postponed while CDOT works out some software problems. No date has been communicated as to the installation of the new signals.
- Town staff is working with Urban Drainage and the Columbine Country Club to mitigate some erosion along Dutch Creek. This work is expected to fall entirely under the Urban Drainage maintenance agreement.
- Staff continues to work with Republic Services to clean up a hydraulic fluid spill on several streets in the Villa Avignon neighborhood. Efforts continued on February 15 and a status update will be presented at the Board of Trustees meeting on February 21.
- Hobbes Hayden will be participating in a training session on crack sealing and wide crack repair on March 14<sup>th</sup>. The session is part of the Roads Scholar Training Program sponsored by CU Boulder. The training covers best practices for crack sealing, proper procedures, material differences, proper safety techniques and material testing.
- A temporary street light will be installed near 19 Fairway Lane this week replacing the one damaged in a traffic accident earlier this month. A permanent replacement will be installed in six to eight weeks.
- Staff will be prepared to demonstrate the 3D printer on or after April 1. Please contact Hobbes directly to set up a time to see this tool in action.

## January Stats

- Total paid before Court: 48
- Total on docket: 52
- Cases heard by Judge: 20
- Continuances: 5
- Failure to Appears: 5
- Stay of Executions: 2
- Classes Ordered: 4
- Bench Warrants 8
- Trials 1





# Community Development

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## Wilder Lane

- The existing roadway asphalt and drainage pan cracking along Wilder Lane remains a concern. Town staff observed the pavement in January 2017 and the cracking appears to be more severe. Additionally, the problems with sub-standard roadway cross slope and pavement drainage are becoming more apparent. The owner plans on waiting until after the winter season to look closer at the problems.
- The traffic “pork chop” at Wilder Lane and Platte Canyon Drive to make the intersection a right-in, right out only access point, will be installed when weather permits and the contractor can schedule the work.

## Willowcroft Manor

- Taylor Morrison and JBS Pipeline have finished construction for sump pump underdrain modifications that service the lots with existing houses. Only one street cut was needed for the repair work. The other three existing underdrain pipe street crossings were cleaned, inspected and determined to be functional. Remaining work includes landscape restoration at private lots, which will begin in Spring 2017. As new houses are constructed, Taylor Morrison will coordinate sump pump discharge locations, surface flow conveyance paths, and connections to the sump pump underdrain system in accordance with the approved plan.
- Taylor Morrison and the Columbine Water and Sanitation District reached an agreement on the approach for sanitary sewer repairs. American West Construction coordinated the sewer work, with vibratory trenchless technology, in January 2017. Feedback from the contractor suggests that the sewer pipe slope adjustments appear to be successful. New sewer video has been submitted to the sanitation district for their review and approval.

## Wild Plum Farm

- Staff has been working with the applicant to finalize the Preliminary Plan and Plat mylars for signature and recording. Staff anticipates the mylar set to be completed in the next week.
- At that time the applicant will be provided a complete list of requirements for the Final Plan and Plat and as of today, the final plat and plan is scheduled to be considered by the Planning Commission at their April 11<sup>th</sup> meeting.
- An advisory committee comprised of one member from each of the three (primarily) impacted HOAs has been meeting with a consulting architect to develop design standards for the project. CAL Atlantic’s architects will also be involved with this process.
- The HOAs have also been solicited to provide comments and feedback on the Construction Management Plan.
- The applicant, with staff input, is preparing a roadway design concept for the intersection of Hunter Run Ln and Platte Canyon Rd. The plan will be submitted to CDOT for review.
- A pre-submittal meeting was held on February 13<sup>th</sup> and a formal submittal by the applicant is expected by February 27<sup>th</sup>.

## Littleton Valley Villas (KB Homes)

- The project, currently with 40 units, will be presented and reviewed by the Arapahoe County Planning Commission on February 21, 2017.
- The Arapahoe County Staff report has recommended approval and will go to the County Commissioners by the end of March.

## Platte Canyon Road

- Due to the staff involvement in the Wild Plum case, there has not been any meeting of the Platte Canyon Task Force. However, staff does expect to meet with Arapahoe County, CDOT, DRCOG and the City of Littleton in early March and the Board will be updated at the next meeting









TOWN OF COLUMBINE VALLEY  
 COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS  
 DECEMBER 31, 2016

	Totals	
Assets	December 31, 2016	December 31, 2015
Cash and investments	\$ 1,479,506	1,601,964
Other receivables	128,470	136,190
Property taxes receivable	621	312,843
Property and equipment, net	1,996,860	1,996,859
	\$ 3,605,457	4,047,856
Liabilities and Equity		
Liabilities:		
Accounts payable	\$ 46,833	255,917
Accrued liabilities	25,674	27,364
Deferred property tax revenue	621	312,843
Fund balance:		
Reserved - TABOR emergency	47,917	47,917
Conservation Trust	29,051	20,354
Arapahoe County Open Space	324,700	289,345
Unavailable - Fixed assets net of outstanding long term debt	1,996,860	1,996,859
Unreserved	1,133,801	1,097,257
Total equity	3,532,329	3,451,732
	\$ 3,605,457	4,047,856



TOWN OF COLUMBINE VALLEY  
 COMBINED STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE  
 ALL GOVERNMENTAL FUND TYPES  
 BUDGET AND ACTUAL  
 YEARS ENDED DECEMBER 31, 2016 AND 2015

Revenue	December Totals		Year Ended December 31, 2016		
	2016	2015	Budget	Actual	Variance
<b>Taxes:</b>					
Property taxes	\$ -	-	312,843	312,222	(621)
Specific ownership taxes	1,751	2,476	20,097	23,983	3,886
Sales and use tax	40,748	70,321	680,000	710,552	30,552
Utility franchise fees	4,577	7,373	48,000	44,652	(3,348)
Cable television	8,635	7,940	25,000	30,568	5,568
<b>Permits and fines:</b>					
Permits, fees and services	28,945	31,418	310,000	364,128	54,128
Fines	3,590	1,715	70,000	64,653	(5,347)
<b>Intergovernmental:</b>					
Bow Mar IGA	-	-	260,910	260,910	-
State highway user's tax	3,472	3,413	43,000	44,051	1,051
County highway tax revenue	1,332	-	12,000	13,000	1,000
Motor vehicle registration fees	464	472	6,000	6,047	47
State cigarette tax apportionment	45	116	650	950	300
Conservation Trust Fund entitlement	1,792	1,449	6,000	8,648	2,648
Arapahoe County Open Space shareback	648	(2,948)	30,000	33,737	3,737
Interest income	584	294	2,500	6,699	4,199
Other	(2,960)	256	9,000	8,396	(604)
<b>Total revenue</b>	<b>93,623</b>	<b>124,295</b>	<b>1,836,000</b>	<b>1,933,196</b>	<b>97,196</b>
<b>Expenditures</b>					
<b>Current:</b>					
Public safety	55,165	69,830	723,000	660,090	62,910
Sanitation	6,070	5,613	72,000	71,010	990
Administration	41,037	41,555	476,000	535,686	(59,686)
Planning and zoning	(9,000)	5,937	67,000	50,077	16,923
Public works	6,709	38,983	402,500	313,052	89,448
Economic incentive	-	-	105,000	104,930	70
Other - rounding	(3)	(2)	-	-	-
<b>Capital outlay</b>					
Capital expenditures	-	(7,650)	50,000	28,230	21,770
Conservation Trust Fund expenditures	-	-	6,000	-	6,000
<b>Total expenditures</b>	<b>99,978</b>	<b>154,266</b>	<b>1,901,500</b>	<b>1,763,075</b>	<b>138,425</b>
<b>Excess of revenue over expenditures</b>	<b>(6,355)</b>	<b>(29,971)</b>	<b>(65,500)</b>	<b>170,121</b>	<b>235,621</b>
Major projects	8,264	-	100,000	89,929	10,071
<b>Excess of revenue over (under) expenditures and major projects</b>	<b>(14,619)</b>	<b>(29,971)</b>	<b>(165,500)</b>	<b>80,192</b>	<b>245,692</b>
<b>Fund balance - beginning of period</b>	<b>1,549,684</b>	<b>1,484,844</b>	<b>1,211,456</b>	<b>1,454,873</b>	<b>243,417</b>
<b>Fund balance - end of period</b>	<b>\$ 1,535,065</b>	<b>1,454,873</b>	<b>1,045,956</b>	<b>1,535,065</b>	<b>489,109</b>



TOWN OF COLUMBINE VALLEY  
GENERAL FUND  
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL  
YEARS ENDED DECEMBER 31, 2016 AND 2015

	December 2016	December 2015	Year Ended December 31, 2016		
			Budget	Actual	Variance
Public safety:					
Automotive expenses	5,461	4,694	41,500	29,100	12,400
Salaries and benefits	36,615	44,966	576,620	537,075	39,545
Municipal court	2,645	118	43,000	37,305	5,695
Other	10,444	20,052	61,880	56,610	5,270
	<u>55,165</u>	<u>69,830</u>	<u>723,000</u>	<u>660,090</u>	<u>62,910</u>
Sanitation	6,070	5,613	72,000	71,010	990
Administration:					
Legal	1,074	(856)	40,000	40,000	-
Accounting and audit	550	550	21,000	21,600	(600)
Inspection	7,355	7,762	115,000	143,576	(28,576)
Town administration	25,629	22,785	205,717	212,117	(6,400)
Insurance and bonds	5,111	568	27,155	32,801	(5,646)
Office supplies and miscellaneous	(1,306)	8,383	27,500	48,023	(20,523)
County Treasurer's collection fees	-	-	3,128	3,125	3
Rent and building occupancy costs	2,624	2,363	36,500	34,444	2,056
	<u>41,037</u>	<u>41,555</u>	<u>476,000</u>	<u>535,686</u>	<u>(59,686)</u>
Planning and zoning					
Planner and Engineering	(9,000)	5,937	67,000	50,077	16,923
Public works:					
Street repairs and maintenance	2,589	38,887	335,600	255,784	79,816
Street lighting	1,133	1,176	15,000	13,585	1,415
Weed and tree removal	440	85	13,500	16,855	(3,355)
Other	2,547	(1,165)	38,400	26,828	11,572
	<u>6,709</u>	<u>38,983</u>	<u>402,500</u>	<u>313,052</u>	<u>89,448</u>
Economic incentive	-	-	105,000	104,930	70
Other - rounding	(3)	(2)	-	-	-
	<u>(3)</u>	<u>(2)</u>	<u>105,000</u>	<u>104,930</u>	<u>70</u>
Capital expenditures:					
Public safety	-	(7,650)	10,000	10,855	(855)
Administration	-	-	20,000	17,375	2,625
Public works	-	-	20,000	-	20,000
	<u>-</u>	<u>(7,650)</u>	<u>50,000</u>	<u>28,230</u>	<u>21,770</u>
Conservation Trust Fund expenditures	-	-	6,000	-	6,000
Total expenditures	<u>99,978</u>	<u>154,266</u>	<u>1,901,500</u>	<u>1,763,075</u>	<u>138,425</u>
Major projects:					
Town Hall remodel	8,264	-	100,000	89,929	10,071
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>8,264</u>	<u>-</u>	<u>100,000</u>	<u>89,929</u>	<u>10,071</u>
Total expenditures and major projects	<u>108,242</u>	<u>154,266</u>	<u>2,001,500</u>	<u>1,853,004</u>	<u>148,496</u>



TOWN OF COLUMBINE VALLEY  
 SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL  
 YEARS ENDED DECEMBER 31, 2016 AND 2015

	December 2016	December 2015	Year Ended December 31, 2016		
			Budget	Actual	Variance
<b>Public Safety:</b>					
<b>Automotive expenses:</b>					
Cruiser gas/oil/maintenance	3,836	4,694	35,000	20,975	14,025
Cruiser insurance	1,625	-	6,500	8,125	(1,625)
	<u>5,461</u>	<u>4,694</u>	<u>41,500</u>	<u>29,100</u>	<u>12,400</u>
<b>Salaries and benefits:</b>					
Salaries	28,109	36,200	460,000	441,514	18,486
Pension plan	2,880	3,304	37,500	38,557	(1,057)
Health/workman's comp insurance	5,626	5,462	79,120	57,004	22,116
	<u>36,615</u>	<u>44,966</u>	<u>576,620</u>	<u>537,075</u>	<u>39,545</u>
<b>Municipal court:</b>					
Municipal court - judge	750	-	9,000	9,000	-
Municipal court - legal	1,725	38	27,500	25,000	2,500
Municipal court - other	170	80	6,500	3,305	3,195
	<u>2,645</u>	<u>118</u>	<u>43,000</u>	<u>37,305</u>	<u>5,695</u>
<b>Other:</b>					
Uniforms	1,249	1,436	8,000	9,246	(1,246)
Education/training	563	302	7,500	2,727	4,773
Arapahoe County dispatch fee	6,595	6,450	26,380	26,380	-
Supplies/miscellaneous	2,037	11,864	20,000	18,257	1,743
	<u>10,444</u>	<u>20,052</u>	<u>61,880</u>	<u>56,610</u>	<u>5,270</u>
<b>Administration:</b>					
<b>Town administration:</b>					
Salaries - administration	17,890	18,556	154,000	145,354	8,646
FICA/Medicare - administration	1,703	1,545	12,320	15,930	(3,610)
Health insurance - administration	1,984	912	14,000	18,327	(4,327)
Pension - administration	1,052	852	7,700	8,618	(918)
Telephone/communications	607	501	5,500	7,500	(2,000)
Computer expense	2,184	419	5,000	10,762	(5,762)
Election expense	-	-	2,000	35	1,965
Dues and publications	209	-	5,197	5,591	(394)
	<u>25,629</u>	<u>22,785</u>	<u>205,717</u>	<u>212,117</u>	<u>(6,400)</u>
<b>Office supplies and miscellaneous:</b>					
Advertising/notices	8	51	500	378	122
Miscellaneous	(1,806)	7,402	22,000	36,728	(14,728)
Supplies - administration	492	930	5,000	10,917	(5,917)
	<u>(1,306)</u>	<u>8,383</u>	<u>27,500</u>	<u>48,023</u>	<u>(20,523)</u>
Legal	1,074	(856)	40,000	40,000	-
Accounting and audit	550	550	21,000	21,600	(600)
Inspection	7,355	7,762	115,000	143,576	(28,576)
Insurance and bonds	5,111	568	27,155	32,801	(5,646)
County Treasurer's collection fees	-	-	3,128	3,125	3
Building occupancy costs	2,624	2,363	36,500	34,444	2,056



TOWN OF COLUMBINE VALLEY  
 SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL  
 YEARS ENDED DECEMBER 31, 2016 AND 2015

	December 2016	December 2015	Year Ended December 31, 2016		
			Budget	Actual	Variance
Public works:					
Street repairs and maintenance:					
Street/gutter maintenance	163	37,369	300,000	232,260	67,740
Snow removal	634	1,350	15,600	9,484	6,116
Striping	-	-	3,000	4,707	(1,707)
Signs maintenance	-	-	3,000	1,340	1,660
Vehicle maintenance	1,792	118	2,500	7,624	(5,124)
Other drainage	-	50	9,500	191	9,309
Street cleaning	-	-	2,000	178	1,822
	<u>2,589</u>	<u>38,887</u>	<u>335,600</u>	<u>255,784</u>	<u>79,816</u>
Street lighting	1,133	1,176	15,000	13,585	1,415
Ground maintenance	440	85	13,500	16,855	(3,355)
Other:					
Miscellaneous minor public works	765	(2,856)	5,900	14,835	(8,935)
Storm water permit process	276	450	9,000	4,864	4,136
Professional fees	1,506	1,241	23,500	7,129	16,371
	<u>2,547</u>	<u>(1,165)</u>	<u>38,400</u>	<u>26,828</u>	<u>11,572</u>
Capital and Conservation Trust Fund:					
Capital expenditures:					
Administration	-	-	20,000	17,375	2,625
Public safety	-	(7,650)	10,000	10,855	(855)
Public works	-	-	20,000	-	20,000
	-	<u>(7,650)</u>	<u>50,000</u>	<u>28,230</u>	<u>21,770</u>
Conservation Trust Fund expenditures:					
Miscellaneous	-	-	6,000	-	6,000
	-	-	<u>6,000</u>	-	<u>6,000</u>





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

**Date:** February 21, 2017

**Title:** Pave 2017

**Presented By:** Troy Carmann, Town Engineer

**Prepared By:** Troy Carmann, Town Engineer

**Background:** Similar to the 2014 - 2016 programs, the 2017 road program is set to maintain the level of service for a selected set of roadways within Columbine Valley.

The planned work options for 2017 are detailed on the attached exhibit. The work will be range in scope depending on the selected areas and may include: slurry seal, crack sealing, patching, and concrete pan replacement.

The options presented include:

- Fairway Lane from 17-39
- Club Lane from 1-~24
- Middlefield Road from Bowles to Aljor
  - With Littleton side of road
  - Without Littleton side of road
- Additional patching and work as required, including the sinkhole at Platte Canyon Road and Fairway Lane

Work start time is TBD and may continue on portions of the work into late September. Weather, materials, and labor can have an impact on schedule.

**Attachments:** Pave 2017 Exhibit

**Fiscal Impacts:** up to \$300,000 allocated in the Town's budget for Pave 2017



Pave 2017  
Analysis

Locations	LF	FT	SF	SY	\$/sy	Subtotal
1 Fway Club to 68	5400	32	172800	19200	\$ 20.00	\$ 384,000.00
2 Crack Seal						\$ 7,500.00
3 Patching	100	41	4100	455	\$ 55.00	\$ 25,000.00
4 Club: 1 to ~24	1900	40	76000	8444.444	\$ 20.00	\$ 168,888.89
5 Fway: 17 to 39	3100	36	111600	12400	\$ 20.00	\$ 248,000.00
6 Middlefield: Aljor -Bowles	850	15	12750	1416.667	\$ 20.00	\$ 28,333.33
7	650	15	9750	1083.333	\$ 20.00	\$ 21,666.67
8 Middlefield 2016	1400	32	44800	4977.778	\$ 18.41	\$ 91,617.25

Concrete Work	LF	FT	SF	SY	\$/SF	Subtotal
9 Concrete Pan	50	30	1250		\$ 12.00	\$ 15,000.00

Considerations

- a Littleton has Middlefield scheduled for maintenance in 2023
- b CV has not asked, nor has Littleton authorized mill/overlay of their section of Middlefield
- c Fairway is in slightly worse condition than Club based on square footage of surface defects
- d 2017 recommendation: Club 1-24, patching, and crack seal. 170+25+7.5 = \$202,500
- e 2018 recommendation: Fairway 17-39, patching, crack seal. 250+25+7.5 = \$282,500
- f Schedule: we are a small project in an extraordinarily busy paving season, it is likely we get fewer bids than last year regardless of whether we bid \$300k or \$600k
- g Crack seal is the best way to get back to slurred streets and seal surface to prevent subsurface moisture and subgrade issues that lead to potholes and structural distress





**Request for Board of Trustee Action**

**Date:** February 21, 2017

**Title:** Republic Services Three Year Contract Extension

**Presented By:** J.D. McCrumb, Town Administrator

**Prepared By:** J.D. McCrumb, Town Administrator

**Background:** The Town's current 60 month contract with Republic Services will come to a conclusion at the end of March, 2017. While there have been several issues with Republic damaging/littering Town roads in the past year, the customer service and response of the company has been overall very good. We have very few logged complaints from citizens and Republics response to those concerns has always been prompt and favorable.

**Attachments:** Proposed Service Contract and Addendums 2017-2020  
Most recent bill from Republic Services  
Current Service Contract and Addendums 2012-2017

**Fiscal Impacts:** Rates will stay the same for one year with 3% capped adjustments in years two and three of the contract. Town Staff has solicited price quotes from other companies and anticipates having that information available at the meeting on the 21<sup>st</sup>.

**Staff Recommendations:** Approve as presented; pending bid comparisons from Waste Management and Alpine Services

**Recommended Motion:** "I move to approve the three-year service agreement with Republic Services as presented"



**INVOICE TO**  
**CUSTOMER NAME:** Town of Columbine Valley  
**ATTN:**  
**ADDRESS:** 2 Middlefield Rd  
**ADDRESS:** Columbine Valley ST: CO  
**CITY:** 80123  
**ZIP CODE:** 80123  
**TEL. NO:** 303-795-1434 **FAX:**

**SITE LC:** ON  
**SITE NAME:** Town of Columbine Valley - Master  
**ADDRESS:** 5391 Middlefield Rd CO  
**CITY/ST:** Columbine Valley CO  
**ZIP CODE:** 80123  
**TEL NO.:** 303-795-1434 **FAX:**  
**AUTHORIZED BY:** TITLE  
**CONTACT:** J.D. McCrumb TITLE Town Administrator



**CUSTOMER SERVICE AGREEMENT**

AGREEMENT NUMBER

ACCOUNT NUMBER 454991

NO	CONT GRP	TYPE	SIZE	C	QTY	ACCT TYPE	CO	GRID	SERV FREQUENCY	EST LIFTS	P.O. REQ	S	RECT REQ	L/F CODE	C/F/V	L/F AMOUNT PER TON	OPEN/CLOSE DATE	LO B	PRE BILL	Bill Freq	Charges	Charges	Charges		
N	7	CA	0.48	n	514	P	N		on call	514	N	Y	n	FH MT			3/1/2017	30	1	Monthly	non-scheduled service	\$ 9.00	basic service	\$ 4,626.00	RF
N	8	RC	0.48	n	514	P	N		on call	514	R	Y	n	RA SS			3/1/2017	7a	1	Monthly	non-scheduled service	\$ 2.75	basic service	\$ 1,413.50	RF

**ALLIED WASTE SERVICES OF NORTH AMERICA, LLC DBA ALLIED WASTE SERVICES OF DENVER**  
 HEREINAFTER REFERRED TO AS THE "COMPANY"

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)

**COMMENTS:** New 36 month agreement no fuel or environmental fees, fixed price on above services year 1. Years 2018 and 2019 have a 3% rate adjustment cap. \$25/bulk item must be requested by resident and pre-paid by resident. 1-96 gallon trash container and 1-96 gallon recycling container per resident included in agreement. Additional trash carts are \$48/per year to be billed to resident, additional recycling containers are \$30. Delivery of any 96 gallon poly cart will be at no charge. Weekly trash limit is 1-96 gallon cart plus three bags. Additional bags will be charged at \$3.00 per bag to the individual homeowner. 4 free 30 yard roll-offs will be included in the agreement and each roll-off needed after that will be charged at \$265 per haul up to 4 tons and \$25 per ton over 4 tons.

**TERMS AND CONDITIONS**  
**SERVICES:** Customer grants to Company the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"), and Company agrees to furnish such services.

**TERM:** THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND CONTINUE FOR 36 MONTHS THEREAFTER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 1 MONTH TERMS, UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

**WASTE MATERIALS:** The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances; wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) (collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.

**TITLE:** Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)

CUSTOMER NAME (PLEASE PRINT)

DATE OF AGREEMENT

**TOWN OF COLUMBINE VALLEY**  
**2 Middlefield Road**  
**Columbine Valley, CO 80123**  
**303-795-1434**

**ADDENDUM TO CONTRACT**

This Addendum (the "Addendum") is made to the Allied Waste Transportation, Inc. Service Contract effective March 1, 2017, expiring February 28, 2020, (the "Contract") by and between the Town of Columbine Valley a municipal corporation and political subdivision of the State of Colorado (the "Town"), and Allied Waste Transportation, Inc.. (the "Contractor").

This Addendum is attached to and made a part of the Contract. All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Contract.

I. Pursuant to §§8-17.5-101, *et seq.*, C.R.S., definitions in which are hereby incorporated:

A. Contractor certifies that, at the time of executing the Contract, Contractor does not knowingly employ or contract with an illegal alien and that the Contractor has participated or attempted to participate in the E-Verify Program in order to verify that the Contractor does not employ any illegal aliens.

B. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under the Contract; or
2. 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 the Contract.

C. Contractor has verified or attempted to verify through participation in the E-Verify Program that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the E-Verify Program prior to entering into this Contract, that Contractor shall apply to participate in the E-Verify Program every three months until the Contractor is accepted or the Contract has been completed, whichever is earlier. This provision shall not be required or effective if the E-Verify Program is discontinued.



D. Contractor is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while the Contract is being performed.

E. If Contractor obtains actual knowledge that a subcontractor performing work under the Contract knowingly employs or contracts with an illegal alien, Contractor is required to:

1. Notify subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required in I.E.1 above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. Contractor is required to comply with any reasonable request the Department of Labor and Employment makes in the course of an investigation that the Department of Labor and Employment is undertaking.

G. If Contractor violates any provision pursuant to §§8-17.5-101, *et seq.*, C.R.S., the Town may terminate the Contract for a breach of the Contract and Contractor shall be liable for actual and consequential damages to the Town.

II. Pursuant to requirements of the Travelers Insurance Company (the Town's insurance carrier) the Contractor is required to comply with all Federal, State and local safety regulations.

III. Appropriation of funds; Notwithstanding any other term, condition, or provision herein, each and every obligation of the Town of Columbine Valley stated in this Agreement is subject to the requirement of prior appropriation of funds therefore by the governing body of the Town of Columbine Valley.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Addendum.

TOWN OF COLUMBINE VALLEY

\_\_\_\_\_  
Mayor, Richard Champion

ATTEST:

\_\_\_\_\_  
Clerk

CONTRACTOR:

CO. Name Republic Services

By: [Signature]

Date: 2/14/12

Printed Name: STEPHEN H. HANCOCK

Title: GENERAL MANAGER



Town of Columbine Valley  
Addendum to Customer Service Agreement  
Service Contract Term: 3/1/2017 to 2/28/2020


1. If a dispute arises from the contractually agreed upon services Republic Services has agreed to render, and this dispute is not reasonably handled to the satisfaction of the Town of Columbine Valley within two weeks of written notification received by Republic Services, the Town of Columbine Valley has the right to terminate Republic Services preferred vendor agreement, without penalty, following a 60 day notification requirement, sent via certified mail, return receipt requested, and actually received by Republic Services.
2. Bulk item removal requests must be called into Republic Services 24 hours prior to removal day. A charge of \$25 per bulk item will be charged directly to the requesting homeowner, not the HOA.
3. Republic Services will provide three (4) complimentary 30 yard roll off containers per year this agreement is in force for community clean up days. Two week prior notice is required and we cannot deliver or remove roll offs on Sunday's. Complimentary roll-off containers are allowed up to 4 tons. Over 4 tons will be charged at \$25 per ton.
4. A 96 gallon trash cart and a 96 gallon recycle cart are included in the proposed services and will be provided to every resident under the Town of Columbine Valley Agreement. All carts remain the property of Republic Services throughout the entire term of said agreement, including any and all extensions of said agreement. Additional trash and/or recycle carts are available for residents at cost to the resident of \$48 per year for trash and \$30 per year for recycle. Resident must call Republic Services to request an additional cart.
5. No fuel or environmental fees will be implemented during the term of said service agreement.
6. Republic Services will provide carry out trash and recycle service to Brighton East Farms HOA residents who are physically unable to move their trash/recycle containers to the collection area. This service is provided at no extra cost to the resident or Brighton East Farms HOA up to 10 carry out service requests. Republic Services reserves the right to re-negotiate the price of the carry out service if the carry out service requests exceed 10 residents.
7. Included in the services, Republic will remove holiday trees placed curbside during regular trash collection services. We do ask for the tree to be cut in half and the branches tied down for ease and safety of loading. The trees collected curbside will not be recycled.
8. Any oil or hydraulic fluid spills caused by Republic Services collection vehicles will be cleaned up quickly (48 business hours) and thoroughly through two methods. Small spills will be cleaned up by route supervisors using a product called oil dry. If a larger spill occurs, Republic Services will contract out with a company by the name of Sparkle Wash, who will come to the location of the spill and thoroughly clean and power wash the affected area. This service is at the expense of Republic Services. Please note stains will not fully come out in may situations but will not spread after being cleaned. Residents must notify the

community and Republic Services immediately upon noticing the issue. Republic Services will not be responsible for private property if vehicles drive through the spills. The same 48 business hour will apply for trash or recycle materials that may have fallen from the truck during servicing.

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Customer Name ( please print)                      Date of Agreement

Allied Waste Transportation, Inc. DBA Republic Services of Denver

By:  Title: MAE  
(Authorized Signature)



TOWN OF COLUMBINE VALLEY

Invoice

Managing your account is now easier than ever with the My Resource App. Free download on the App Store or Google Play.

Page 1 of 2

Summary

Account Number	3-0535-9535142
Invoice Date	December 25, 2016
Invoice Number	0535-003471261
Previous Balance	\$6,069.78
Payments/Adjustments	-\$6,069.78
Unpaid Balance	\$0.00
Current Invoice Charges	\$6,069.78

Pay This Amount

**\$6,069.78**  
Due By: 01/14/17

Contact Information

Customer Service (303) 286-1200

Important Information

A late fee will be assessed each 30 days after the invoice date for non-payment and an additional \$35 service interrupt fee after 60 days of non-payment.

Manage your account online 24/7, on any device with My Resource. Visit [republiconline.com](http://republiconline.com) to get started.

Payments/Adjustments

Date	Description	Reference	Amount
12/14	Payment - Thank You	5555555	-\$6,069.78

Current Invoice Charges

Town Of Columbine Valley - Mas 5931 Middlefield Rd (L100) CSA S50987  
Columbine Valley, CO

Contract: 9535142 Columbine Valley (C1)

514 - 90/95 Gallon Cart On Call Service (S7)

Date	Description	Reference	Quantity	Unit Price	Amount
12/25	Basic Service 01/01/17-01/31/17			\$4,625.44	\$4,625.44

514 - Recycling Cart (96 Gallon) On Call Service (S8) Single Stream Recycling

Date	Description	Reference	Quantity	Unit Price	Amount
12/25	Basic Service 01/01/17-01/31/17			\$1,444.34	\$1,444.34

Current Invoice Charges

**\$6,069.78**

6,069.78	0.00	0.00	0.00
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- C A
- With My Resource you can schedule a pickup, pay your bill and discover new services - all with a touch of a button. Visit [republiconline.com](http://republiconline.com) to get started.
  - Please see reverse side for terms and conditions.



5075 E 74th Ave  
Commerce City CO 80022-153636

Please Return This Portion  
With Payment

Pay This Amount	\$6,069.78
Account Number	3-0535-9535142
Invoice Date	December 25, 2016
Invoice Number	0535-003471261
Payment Due Date	January 14, 2017

TOTAL ENCLOSED

For Billing Address Changes,  
Check Box and Complete Reverse.

Address Service Requested

L2RAASDTSF 027525



TOWN OF COLUMBINE VALLEY  
2 MIDDLEFIELD RD  
COLUMBINE VALLEY CO 80123-6694

Make Checks Payable To:



REPUBLIC SERVICES #535  
PO BOX 78829  
PHOENIX AZ 85062-8829

30535953514200000034712610006069780006069787

**INVOICE TO**  
**CUSTOMER** Town of Columbine Valley  
**NAME:**  
**ATTN:** PCMS Attn: Ann Jennings  
**ADDRESS:** 2 Middlefield Rd  
**ADDRESS:** Columbine Valley ST: CO  
**CITY:** 80123  
**ZIP CODE** 80123  
**TEL. NO** 303-795-1434 **FAX** 303-795-7325

**SITE NAME:** Town of Columbine Valley  
**ADDRESS:** 2 Middlefield Rd.  
**CITY/ST** Columbine Valley, CO  
**ZIP CODE** 80123  
**TEL NO.** 303-795-1434 **FAX**  
**AUTHORIZED BY** Ann Jennings  
**CONTACT** Ann Jennings  
**TITLE** Twm Admstr



N/O	CONT GRP	TYPE	SIZE	C	QTY	ACCT TYPE	CO	GRID	SERV FREQUENCY	EST LIFTS	S	P.O. REQ	RECT REQ	L/F CODE	CFIV	L/F AMOUNT PER TON	OPENCLOSE DATE	L.O.B	PRE BILL	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	OTHER	RATE/UNIT	PERIOD RATE
1		CA	0.48		514	P	N		On Call		N	Y	N		C		4/1/2012	30	1		\$4,112.00			\$8.00	
2		RC	0.48		514	p	N		On Call		R	Y	N		C		4/1/2012	7A	1		\$1,285.00			\$2.50	

**ALLIED WASTE SERVICES OF NORTH AMERICA, LLC DBA ALLIED WASTE SERVICES OF DENVER**  
 HEREINAFTER REFERRED TO AS THE "COMPANY"

**BY:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)  
**COMMENTS:** See Attached Addendum  
**SHARED CONTAINER:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)  
 \_\_\_\_\_ **CUSTOMER NAME (PLEASE PRINT)** \_\_\_\_\_ **DATE OF AGREEMENT** \_\_\_\_\_

**TERMS AND CONDITIONS**  
**SERVICES.** Customer grants to Company the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"), and Company agrees to furnish such services.  
**TERM.** THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND CONTINUE FOR 60 MONTHS THEREAFTER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 01 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.  
**WASTE MATERIALS.** The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) (collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.  
**TITLE.** Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

FOR OFFICE USE ONLY									
NATIONAL ACCOUNT NUMBER		CASH TOLERANCE		SUSPEND		CREDIT ANALYST		RATE RESTRICTED?	
I.D. NUMBER		CONTRACT PURCHASE ORDER NUMBER		STATUS		S.I.C.		ENTERED BY	
N		Y		Y		X		65 lbs/yd.	
0001		01		01		8600		10	
EFFECTIVE SERVICE DATE		REVIEW DATE		C.P.I.		TRANS CODE		REASON CODE	
4/1/2012		02/01/14		N		01		06	
SALES REPRESENTATIVE		TAX EXEMPTION NUMBER		CREDIT LIMIT		CONTRACT APPROVAL		DATE	
PETROMA MIG		06		10		06		10	



## TERMS AND CONDITIONS (Continued from other side)

**PAYMENT.** Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) a fuel/environmental recovery fee in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

**RATE ADJUSTMENTS.** Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal facility used by Company; (c) the Consumer Price Index for all Urban Consumers; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; or (e) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

**SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

**RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Customer shall indemnify, defend and hold harmless Company from and against all Losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer's use, operation or possession of the equipment. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

**DAMAGE TO PAVEMENT.** Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company's providing service at Customer's location.

**SUSPENSION.** If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

**TERMINATION.** In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

**PAYMENT UPON TERMINATION.** If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

**ASSIGNMENT.** Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

**EXCUSED PERFORMANCE.** Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

**ATTORNEYS' FEES.** If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

**MISCELLANEOUS.** This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that an electronically stored copy of this Agreement constitutes proof of the contents of this Agreement, as though it were original.

CUSTOMER'S INITIAL: \_\_\_\_\_

DATE: \_\_\_\_\_



Town of Columbine Valley  
Addendum to Customer Service Agreement  
Service Contract Term: 3/1/2012 through 2/28/2015

1. If a dispute arises from the contractually agreed upon services Republic Services has agreed to render, and this dispute is not reasonably handled to the satisfaction of the Town of Columbine Valley within two weeks of written notification received by Republic Services, the Town of Columbine Valley has the right to terminate services following the 60 day notification requirement, sent via certified mail, return receipt requested, and actually received by Republic Services.
2. Republic Services will provide six (6) 30 yard roll off containers per year at no additional charge for a bulk collection event on an agreed upon date between the Town of Columbine Valley Board of Directors and Republic Services. Additional 30 yard roll offs will be charged at \$225 per haul, \$25 a ton over 5 tons per roll off.
3. A 96 gallon trash cart is included in the trash service and will be provided to every resident. A 96 gallon recycle cart is also included in the recycle service. There is no charge for each resident to have one of each cart. Additional carts requested by residents will be charged at \$18 per year and billed directly to the requesting resident. All carts remain the property of Republic Services throughout the entire term of said agreement, including any and all extensions of said agreement.
4. Trash service will include a weekly maximum of; the 96 gallon trash cart plus 7-32 gallon bags of normal household waste and 6 bags or bundles of yard waste. Recyclables are unlimited.
5. The term of said agreement is 60 months beginning April 1, 2012. A price of \$10.50 per home/per month will be charged for the weekly trash and every other week recycle service. The price is fixed for the first two years. For years 3, 4 and 5 of said agreement, a rate adjustment of 4% will be implemented to offset the rising costs of operations. The rate adjustment will take place on the anniversary date of said service agreement.
6. No fuel, environmental or admin fees will be implemented during the term of said customer service agreement.
7. Republic Services will provide carry out trash and recycle service to any resident(s) who are physically unable to move their trash/recycle containers to the collection area. This service is provided at **no extra cost** to the resident or the Town of Columbine Valley up to 25 carry out service requests. Republic Services reserves the right to re-negotiate the price of the carry out service if the carry out service requests exceed 25 residents.
8. Included in the services, Republic will remove holiday trees placed curbside during regular trash collection services. We do ask for the tree to be cut in half and the branches tied down for ease and safety of loading. The trees collected curbside will not be recycled.
9. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded





Notes to the Republic Services response to the Request for Proposal.

Jeff Tempas, Ann and I went over the proposal from Republic Services. I/we recommend that we continue with Republic Services and memorialize our existing relationship for a contract period of 5 years.

Below are my random thoughts concerning the proposal.

1. Mark Petrovich has been our contact for some time. Mark has been responsive to TCV requests in the past and there is no reason to believe that would change.
2. Single Stream recycling – It is exactly what we do now. No sorting of the recyclable materials, just put it in the box (soon to be a cart).
3. Recycle bins will soon be replaced with a 96 gallon recycle carts. Some residents may be concerned with the size of the recycle cart (same size as what we have now for the trash). Greenwood Village worked out an arrangement for a smaller, 65 gallon cart which will work with Republic's new recycle trucks, but the residents will need to pay for it. Terms to be worked out.
4. Currently we have (4) 30 yard roll off's per year for the Town's use. Republic is offering 6 per year at no additional cost.
5. Recycling shall be collected every other week, the same as it is currently.
6. If a resident damages a cart, the exchange will be at no cost. Additional damaged carts will cost \$50 per cart.
7. Collection will continue to be on **MONDAY** on a weekly basis.
8. Republic is converting their entire fleet to CNG vehicles and they will be semi-automated. This allows for a reduction in contract prices (and less pollution.)
9. \$\$\$'s – Currently we are paying \$5,953 per month. The new monthly charge will be \$5,397, a savings of \$556 per month. If we choose the 5 year contract, the rate will be fixed for the first 2 years while the remaining 3 years will be subject to a 4% rate adjustment cap. (Note: under our current arrangement, Republic has the option for a 7% rate adjustment cap but has not implemented it.) Additionally, there is no fuel surcharge, environmental fee or administrative fees that can be assessed for the term of the contract.
10. In the proposal, Republic wanted the right to assign the contract without TCV consent. In the contract, this issue has been resolved. TCV may cancel the contract if it has been assigned at its option.

I have spoken with John Sheldon, Director of Public Works with Greenwood Village concerning their experiences with Republic. Mr. Sheldon was very positive concerning Republic; echoing our feelings. My only concern is that we will need to educate our constituents concerning the change of recycle containers – going from bins to carts. Mr. Sheldon was kind enough to share materials Greenwood Village used in their efforts to inform and educate their populations. We will put something in the newsletters, on the website and may send out post cards prior to the switch from bins to carts.

I endorse this proposal. Respectfully submitted, Richard Champion.





**Request for Board of Trustee Action**

**Date:** February 21, 2017

**Title:** IGA with Arapahoe County for Radio Communication Network

**Presented By:** Bret Cottrell, Police Chief

**Prepared By:** Bret Cottrell, Police Chie

**Attachments:** IGA with Arapahoe County for Radio Communication Network

**Staff Recommendations:** Approve as presented

**Recommended Motion:** "I move to approve the IGA with Arapahoe County regarding Radio Communication as presented"

**INTERGOVERNMENTAL AGREEMENT REGARDING SHARED USE OF ARAPAHOE  
COUNTY'S RADIO COMMUNICATIONS NETWORK SYSTEM  
[And Consolidated Communications Network of Colorado (CCNC)]**

This Intergovernmental Agreement entered into this 1st day of October, 2016, by and between Arapahoe County, Colorado, (hereinafter the "County") and Town of Columbine Valley, (hereinafter referred to as "Subscriber"), hereinafter collectively referred to the parties.

**WHEREAS**, pursuant to the provisions of Sections 29-1-203 C.R.S., and Section 18(2)(a) of Article XIV of the Colorado Constitution, Governmental entities are authorized to cooperate and contract with each other for the purpose of intergovernmentally providing any function, service, or facility authorized to it, and further including authority to provide for the joint exercise of such function, service, or facilities; and

**WHEREAS**, in the performance of its governmental functions, the County has obtained a Digital Trunked Radio System (hereinafter sometimes referred to as "DTRS") presently consisting of radio sites containing trunked radio repeaters, related electronic hardware equipment, software, and towers/antennas; and

**WHEREAS**, the County operates and maintains the DTRS for an improved radio communications function for its various governmental functions including law enforcement, road and bridge, animal control, building inspection, public safety and general governmental radio communications; and

**WHEREAS**, the County has integrated their DTRS with the statewide DTRS, which is managed by the Consolidated Communications Network of Colorado (CCNC), and migrated all public safety to digital communications for the mutual benefit of all users and automatic interoperability; and

**WHEREAS**, the County and Subscriber are each authorized to utilize radio communications in the performance of their various governmental functions; and

**WHEREAS**, the parties wish to cooperate in providing such services and equipment now separately operated by the parties; and

**WHEREAS**, the parties have determined that this Agreement is necessary, proper and convenient for the continued fostering and preservation of the public peace, health and safety, and for providing a more cost effective and efficient use of governmental resources;

**NOW, THEREFORE, IT IS AGREED** by and between the County and the Subscriber as follows:

1. The County agrees to permit the Subscriber to utilize the County's portion of the statewide DTRS pursuant to the terms and conditions of this agreement. As a partial reimbursement for the County's cost in obtaining and maintaining the DTRS, Subscriber



**INTERGOVERNMENTAL AGREEMENT REGARDING SHARED USE OF ARAPAHOE  
COUNTY'S RADIO COMMUNICATIONS NETWORK SYSTEM  
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shall pay to the County a one-time user fee in the sum of \$325.00 for each serialized device added after January 1, 2017, and shall be entitled to use a portion of the DTRS needed by Subscriber for its law enforcement, fire, public works and other governmental purposes, subject to the terms and conditions of this Agreement. Subscriber shall pay such fee to the County no later than thirty (30) days after the annual billing in February of the following year. This fee is applicable to each additional serialized device that is placed on the County's portion of the DTRS. Replacement devices are not subject to this fee. Said payment shall be made to Arapahoe County for deposit in the County's DTRS Development ("DTRSD") account for use as set forth in paragraph 12.

2. Subject to annual budgeting and appropriation, Subscriber shall also pay an annual operation and maintenance fee of \$25.00 per serialized device. This fee will be billed in February, for the previous year, and each year thereafter, and shall be due and payable within thirty (30) days of such billing.
3. The CCNC has made available 1 talk groups from the DTRS for use by Subscriber. A talk group is generally defined as a computer designated allocation for the routing of transmitted radio or data messages on a multi-frequency trunked radio system, such as the DTRS.
4. The County shall obtain any and all permits, certificates and licenses required by any rules, regulations and laws for the operation of the DTRS. Subscriber will cooperate with the County, to the extent necessary, in obtaining such permits, certificates and licenses.
5. To the best of its ability, the County shall protect and maintain its portion of the DTRS in proper operating condition in such a manner that the DTRS services shall be efficiently rendered to the parties as and when needed.
6. The County agrees to furnish qualified personnel to provide operational control of the DTRS. Operational control is deemed to include all facets of a communications network, including, but not limited to, program, transmission, reception, usage and allocation of the network. Subscriber shall be responsible for purchasing mobile and portable radios compatible with the DTRS. Subscriber shall also be responsible for the maintenance, repair and insurance of its radios and equipment needed for use of the DTRS. Subscriber and its agent(s) agree to operate on the DTRS in accordance with FCC Rules & Regulations, County Policies and CCNC Standard Operational Procedures (SOP).
7. The County shall pay for all expenses of every kind or nature incurred in the operation of the DTRS. Subscriber shall not be liable for any debts or liabilities contracted or incurred by the County or any other entity that may utilize the DTRS.
8. The County shall, at all times, carry and maintain adequate insurance coverage to protect the properties of the DTRS against fire, loss or other hazards that may impair the operations.



**INTERGOVERNMENTAL AGREEMENT REGARDING SHARED USE OF ARAPAHOE  
COUNTY'S RADIO COMMUNICATIONS NETWORK SYSTEM  
[And Consolidated Communications Network of Colorado (CCNC)]**

9. Subscriber is allocated 1 secured communication talk groups. Additional system talk groups may be requested in writing to the Technical Committee of CCNC.
10. The County may allow other Subscribers to use the DTRS provided such entities enter into an agreement similar to this Intergovernmental Agreement and whose membership has been approved by CCNC.
11. Each party to this Agreement and each party to any other agreement with Arapahoe County for the use of the DTRS shall annually certify the number of radios that it uses as part of the DTRS by January 1st of each year.
12. The County hereby agrees to separately account for the user fees received and utilize such monies solely for equipment replacement, enhancements, or the purchase of additional equipment needed for the DTRS. Any proposed expenditure is subject to the review and recommendation of the Arapahoe County Sheriff's Office and approval of the Board of County Commissioners.
13. The Subscriber shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against any and all losses, damages, liabilities, claims, suits, actions or awards, including costs, expenses and attorneys fees, incurred or occasioned as a result of the acts or omissions of the Subscriber, or its principals, employees, agents or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Subscriber's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services and shall survive the termination of this Agreement.
14. Either party may terminate its participation in the DTRS upon at least one-year's written notice to the other party. In the event of Subscriber's termination of this agreement under this paragraph, Subscriber shall not be entitled to any distribution from the DTRSD account. In the event of the County's termination of this agreement as to all user(s), the County shall negotiate with the other user(s) for the purchase of its portion of the DTRS by the other user(s) and for the assignment or transfer of any license, permits, leases and/or related agreements associated with the DTRS. Pursuant to any purchase agreement, the County will transfer the balance of DTRSD account to the purchaser. In the event of mutual termination by all user(s) of the County's portion of the DTRS, the balance of the DTRSD account will be distributed on a pro-rata basis to all users based upon each user's historical contribution to the DTRSD account. Subscribers do not have a vested interest in the DTRSD account.
15. Failure to timely pay the annual operation and maintenance fee, as set forth in paragraph 2, by Subscriber shall be deemed a default of this agreement and grounds for termination thereof. In such instance, the County may terminate this agreement upon sixty (60) days' prior written notice to Subscriber and the County may eliminate the transmission capability of the Subscriber. Subscriber shall not be entitled to any distribution from the



**INTERGOVERNMENTAL AGREEMENT REGARDING SHARED USE OF ARAPAHOE  
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DTRSD account.

16. Notices to be provided under the Agreement shall be given in writing either by hand delivery, or deposited in the United States Mail, with sufficient postage, to the following:

**COUNTY:**

Arapahoe County Sheriff's Office  
13101 E. Broncos Parkway  
Centennial, CO 80112-4558

**SUBSCRIBER:**

Subscriber Contact

Subscriber Address

17. This agreement constitutes the entire understanding between the parties and shall supersede all prior negotiations, representations, or agreements whether written or oral.
18. This Agreement may not be modified or amended unless mutually agreed upon, in writing, by the parties hereto. Unless otherwise agreed in writing, the Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado.

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

ATTEST:  
Clerk to the Board

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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ARAPAHOE COUNTY, CO

\_\_\_\_\_  
Chairman,  
Board of Commissioners