

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

March 21, 2017

A G E N D A

1. ROLL CALL 6:30PM
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF MINUTES Mayor Champion
February 21, 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 Mr. McCrumb
Republic Service Contract
11. NEW BUSINESS Mr. Schiller
Comcast Franchise Agreement
Resolution #1 Series 2017 Land Use Regs. Mr. Sieber
12. ADJOURNMENT

TOWN OF COLUMBINE VALLEY

BOARD OF TRUSTEES

Minutes

February 21, 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, Roy Palmer, Dave Cope and Kathy Boyle

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

MINUTES: The minutes of the January 17, 2017 meeting were approved.

CITIZEN CONCERNS: Michael Bratcher, General Manager Columbine Country Club provided the Trustees with an update on Club construction, which is on schedule and on budget. Club membership will soon decide if the ball room would be completed with the main structure or completed in a second phase. Mr. Bratcher informed the Trustees that rebuilding the barn that was destroyed by fire would begin soon and be completed in May.

There were no HOA Representatives present to comment.

Ginny Rogliano, 15 Driver Lane, asked for an update on the Platte Canyon Villas project and a timeline for the development of Wild Plum. Staff provided both.

Mara Marks, 8 Driver Lane, asked for information on the final submission of the Wild Plum development application, clarification on who reviewed the preliminary plat and plan, information on the DEA action on Niblick, details about the Town financials and eventual ownership of the open space at Wild Plum. Staff addressed all of her questions.

MAYOR'S COMMENTS: Mayor Champion commented that the recent Board Retreat was very helpful and a good use of time. The Mayor provided details to the Trustees on the upcoming Mayor of the Day and Coffee with the Mayor events.

TRUSTEE COMMENTS: Trustee Dotson updated the Trustees on the Clayton Property, which is currently under contract to be purchased and developed into six lots. As currently proposed, two of those lots will need curb-cut/driveway access onto Brookhaven Lane. The potential owner/developer will meet with Brookhaven HOA representatives as the development progresses.

TOWN ADMINISTRATOR'S REPORT: Mr. McCrumb presented the attached report.

POLICE CHIEF'S REPORT: Chief Cottrell presented the attached report. The Chief also briefed the Trustees on recent DEA action in Columbine Valley, an uptick in coyote sightings, two recent burglaries in CV, and that the CVPD is fully staffed and operational.

TOWN TREASURER'S REPORT: Mr. Tempas reported on the attached December/2016 financials. He alerted the Trustees that the annual audit would begin in March. Mr. Tempas asked the Trustees to approve, in arrears, the audit engagement letter, which he signed in the weeks prior.

ACTION: upon a motion by Trustee Christy and a second by Trustee Boyle, the Board of Trustees unanimously approved Mr. Tempas' signing of the audit engagement letter.

OLD BUSINESS:

There was no old business to consider or act upon.

NEW BUSINESS:

2017 Road Program: Mr. McCrumb presented options and associated costs for the Trustees consideration. Trustee Palmer advocating moving forward with all the proposed improvements, which would likely require a budget amendment. The Trustees discussed the various options.

ACTION: upon a motion by Trustee Menk and a second by Trustee Dotson, the Board of Trustees unanimously directed Town staff to secure bids for the entire scope of work up to \$483,000.

Republic Service Contract Renewal: Mr. McCrumb presented the proposed trash service contract renewal, along with bids from two other companies. At the time of the meeting Waste Management's bid had not been received.

ACTION: No action was taken. The Trustees decided to wait to receive the bid from Waste Management and consider the renewal at the March meeting.

Arapahoe County IGA: Chief Cottrell presented an IGA with Arapahoe County formalizing the long standing arrangement in which the County provides the Town with radio communication equipment and services. The Trustees asked clarifying questions.

ACTION: upon a motion by Trustee Menk and a second by Trustee Palmer, the Board of Trustees unanimously approved the IGA.

EXECUTIVE SESSION: Upon a motion by Trustee Menk and a second by Trustee Christy, the Board unanimously approved entering into executive session at 8:13 p.m. to approve the minutes of November 7, 2016, and discuss personnel matters pursuant to C.R.S. 24-6-402.

The Trustees came out of executive session at 8:42 p.m.

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:42 p.m.

Submitted by,
J.D. McCrumb, Town Administrator

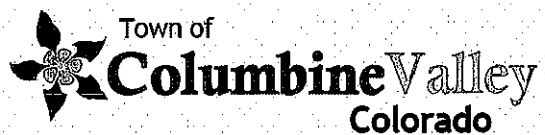
** All reports and exhibits listed "as attached" are available on the Columbine Valley web site and by request at Town Hall, 2 Middlefield Road.*

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



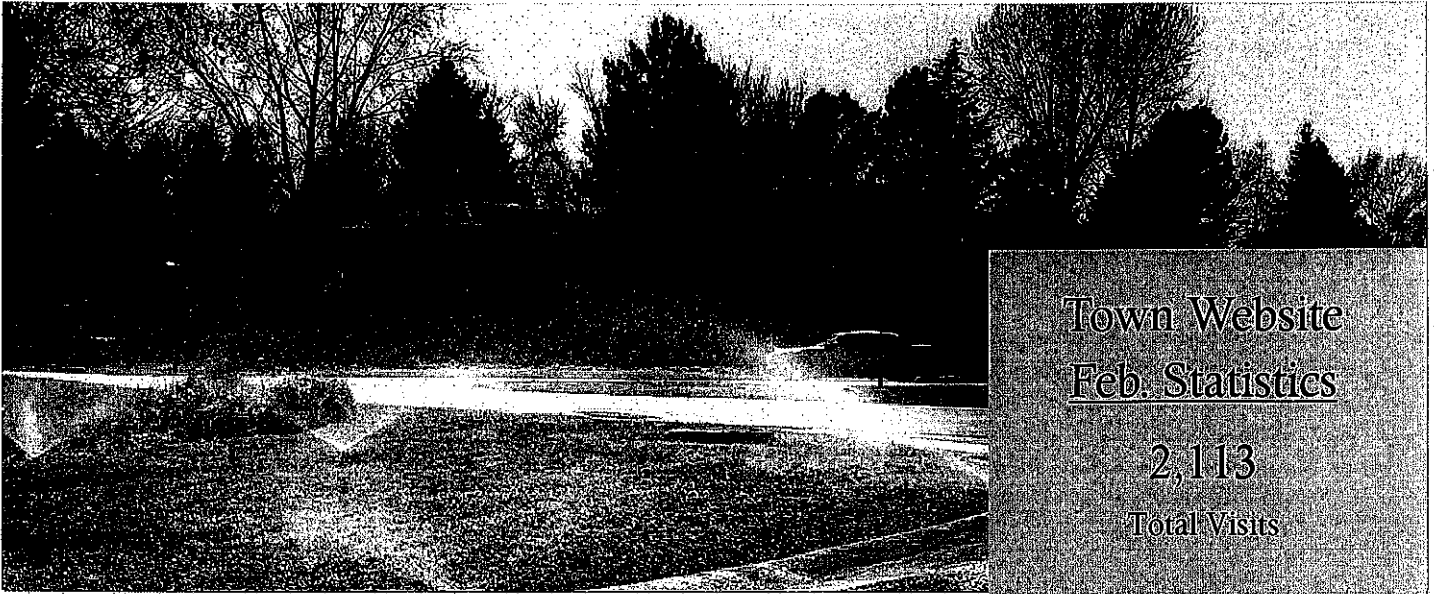
Town Administrator's Report

March 2017



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

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Fax: 303-795-7325
jdmccrumb@columbinevalley.org



Communications & Happenings

- Staff has finalized 2017 goals and will present those to the Trustees at the March meeting. In total there are 35 goals in 7 categories. Staff will present monthly updates to the Board on progress throughout the year.
- The Summer Concert in the Park series is continuing to take shape. The full line up of bands and food trucks is anticipated for presentation in April.
- Field work for the 2016 Town audit was completed in the first week of March and a full report is anticipated in May of this year.
- Both the Mayor for the Day and Coffee with the Mayor programs are scheduled for later this month. Coffee with the Mayor will take place on Friday, March 24, 2017 from 7:30 to 9:00 a.m.
- Designs by Sundown has returned as a sponsor for the 2017 4th of July Parade and Festival. Several small additions are planned for this years event and all of the participants from 2016 have been invited to return including the Pancake breakfast, American Legion, Trash-Talk drumline and the Colorado Air National Guard F-16 units.
- In addition to the Mayor for the Day and Coffee with the Mayor programs, Michaela Weber has been working on a "What your local government does for you" video, a communications standard operating procedures, the Nextdoor.com postings and several other initiatives intended to increase Town communications and opportunities for community engagement. She will provide a comprehensive update at the March meeting.

Citizen Contacts:

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

- ⇒ Building Department: 89
- ⇒ Comm. Development: 47
- ⇒ Public Works: 72
- ⇒ Municipal Court: 31
- ⇒ Other: 67

Town Website Feb. Statistics

2,113

Total Visits

2,472

February Page Views

Top Pages

Building Department
Development Updates
Community Updates
Wildlife/Coyotes



Building Department

Willowcroft Manor

Monthly Stats

10 Permits Issued

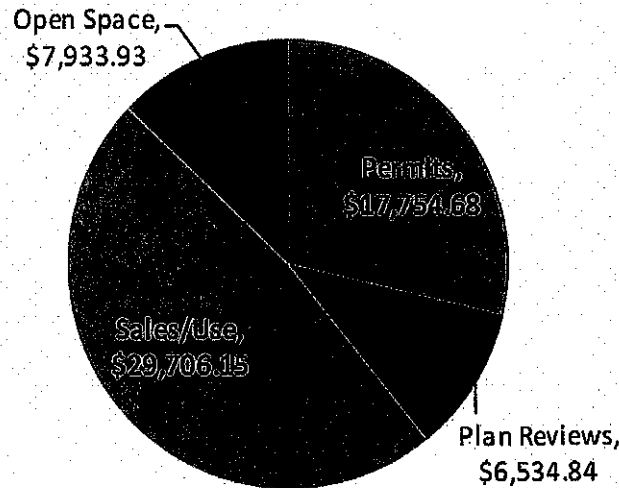
- New SFR: 2
- Major Remodels: 2
- New Roofs: 3
- Other/Misc.: 3

89 Inspections

16 Licenses Issued

- General: 14
- Electrician: 1
- Plumbers: 1
- Mechanical: 0
- Roofer: 0

Feb. Permit Rev.: \$61,929.60



41 Total Lots
 34 Permits Issued
 0 Permit Pending
 24 Completed Homes
 23 Occupied Homes

Wilder Lane

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

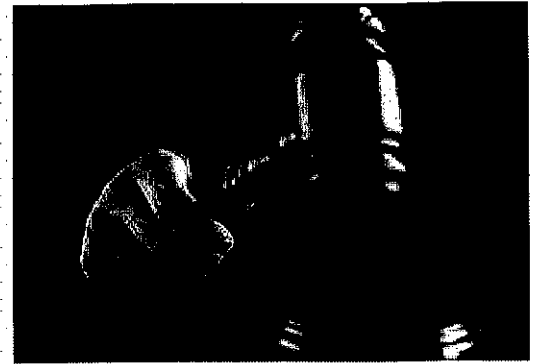


Building Department Revenue by Month

	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	\$61,929.60	\$81,837.86
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>
January	\$5,632.49	\$5,632.49	\$6,295.25	\$6,295.25
February	\$3,527.00	\$9,159.49	\$3,778.97	\$10,074.22
March	\$6,170.5	\$15,329.99		
April	\$4,323.50	\$19,653.49		
May	\$1,862.25	\$21,515.74		
June	\$3,638.78	\$25,154.52		
July	\$8,590.86	\$33,744.88		
August	\$5,843.61	\$39,588.49		
September	\$6,111.98	\$45,700.47		
October	\$6,120.00	\$51,820.47		
November	\$3,535.00	\$55,355.47		



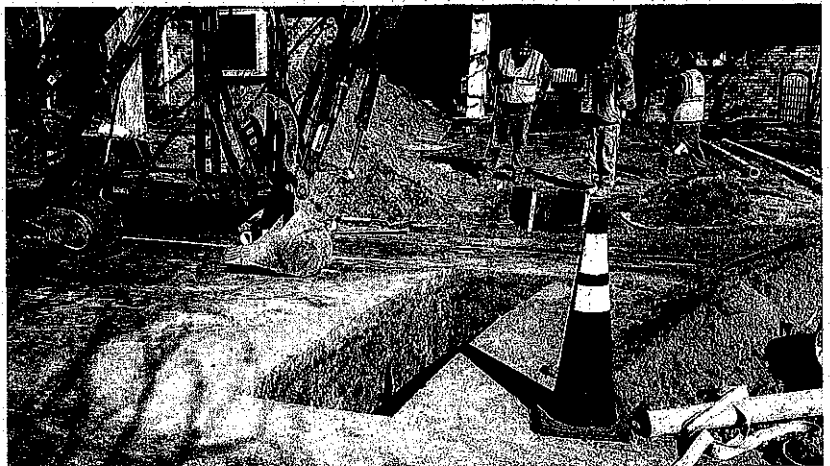
February Court Stats

- Total paid before Court: 13
- Total on docket: 28
- Cases heard by Judge: 11
- Continuances: 5
- Failure to Appear: 3
- Stay of Executions: 3
- Classes Ordered: 0
- Bench Warrants: 4
- Trials: 1

Public Works Department

- Staff continues to seek bids for Pave 2017. To date one bid has been received and one company has stated an interest in bidding. Staff is also awaiting Littleton's announcement of contractors in hopes of "tagging along" with their selected contractor(s) as this may save the Town mobilization and other costs.

- Hobbes Hayden attended a training session on crack sealing and wide crack repair on March 14th. The session is part of the Roads Scholar Training Program sponsored by CU Boulder. The training covered best practices for crack sealing, proper procedures, material differences, proper safety techniques and material testing.



- A temporary street light was installed near 19 Fairway Lane in February replacing the one damaged in a traffic accident. A permanent replacement will be installed in June.
- So far in 2017 Town staff has spent approximately 67.5 hours removing snow compared to 58 hours over the same amount of time in 2016. However, costs are less than half the amount spent in 2016 and the snow threshold for snow removal has been reduced from 3" in 2016 to 1/2". These improvements are a result of moving snow removal operations in-house.
- Staff has been auditing Town trees for safety/falling branch concerns. There are several trees that we are having professional arborists review and will bring any recommendations for action to the Trustees in April or sooner if conditions warrant.

Community Development

Wilder Lane

- Three of the five completed homes have been sold and a fourth is under contract to close before the end of March. The permit for 23 Wilder Lane will be filed before the end of March and permits for three additional homes are planned to be filed by the end of April. Four homes will be under construction by early summer.
- There was a feature article in The Denver Post real estate section on Sunday, March 19, as part of the launch of a new pre-sales program.
- 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 developer plans to review the Town's concerns with the pavement with the Town and Bryan Construction this summer.
- 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

- As of March 8, per clearance from the Columbine Water and Sanitation District, the Town has resumed issuing Certificates of Occupancy to all homes completed in Willowcroft Manor.

There are several issues still to be resolved/completed. They include:

- Coordinate the final sewer repairs with the sanitation district. They still have a couple of places that need to be fixed that the vibratory method did not fully work. They are planning to repair these few spots in the near future, this will require some road patchwork.
- Finish landscape and clean out the water quality pond
- Confirm/provide as-built documentation of storm, sanitary, and roadway improvements

Wild Plum Farm

- The Final Plan, Final Plat and Drainage Study have been accepted for processing and referred out to the appropriate agencies. The Design Standards with Architectural Elevations and the Construction Management Plan will be submitted next week. The Planning Commission meeting is scheduled for April 11th at Hudson Gardens.
- The Preliminary Plan and Plat mylars have been signed by Town officials and have been received by the developer for signatures and filing with Arapahoe County.
- An advisory committee comprised of one member from each of the three (primarily) impacted HOAs, and CAL Atlantic's design team have been meeting with a consulting architect to develop design standards for the project.
- 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 has been submitted to CDOT for review.



Community Development, cont'd.

Platte Canyon Villas (KB Homes)

- The application was originally recommended for denial by the Arapahoe County Planning Commission. The applicant has revised their application by reducing the proposed density from 50 to 40 duplex/paired home units (20 buildings). The County Planning Commission heard the revised case on February 21st and recommended approval (3-2). The case is scheduled to be heard by the County Commissioners on April 4th.
- The Town has responded to the referral on all the revisions to the plan for this property. The primary concern is the traffic impact resulting from a single, unsignalized access onto Platte Canyon Road. The reduction in density does little to alleviate the problem.
- It is the staff opinion that, given the limitation on access, this site is not suitable for residential development unless it would be extremely low density and that is not a likely use. The property owners should reconsider the use and look to a non residential development that would not generate a significant amount of AM peak hour traffic.
- The Town Planner is available to attend the April 4th County Commissioners meeting if so directed.



Clayton Family Farms

- A proposal is being discussed with the Littleton City staff that would develop six single family homes on this site. When an actual application is submitted, the case will be referred to us and the Town staff will prepare a report for the Trustees. The tentative proposal would have two of the lots accessing Brookhaven Lane and the applicant has met with the Brookhaven HOA representatives.
- Staff will keep the Board informed on the status of this potential development.

Platte Canyon Road

- Staff is attempting to schedule a meeting of the Platte Canyon Task force in early April and will have a report on the status at your April meeting.



TOWN OF COLUMBINE VALLEY
 COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
 JANUARY 31, 2017

	Totals	
Assets	January 31, 2017	December 31, 2016
Cash and investments	\$ 1,495,382	1,479,506
Other receivables	149,962	128,470
Property taxes receivable	321,201	321,201
Property and equipment, net	1,996,860	1,996,860
	\$ 3,963,405	3,926,037
Liabilities and Equity		
Liabilities:		
Accounts payable	\$ 36,044	46,833
Accrued liabilities	23,408	25,674
Deferred property tax revenue	321,201	321,201
Fund balance:		
Reserved - TABOR emergency	47,917	47,917
Conservation Trust	29,057	29,051
Arapahoe County Open Space	324,886	324,700
Unavailable - Fixed assets net of outstanding long term debt	1,996,860	1,996,860
Unreserved	1,184,032	1,133,801
Total equity	3,582,752	3,532,329
	\$ 3,963,405	3,926,037

TOWN OF COLUMBINE VALLEY
 COMBINED STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
 ALL GOVERNMENTAL FUND TYPES
 BUDGET AND ACTUAL
 MONTH ENDED JANUARY 31, 2017 AND 2016

Revenue	January Totals		Month Ended January 31, 2017		
	2017	2016	Budget	Actual	Variance
Taxes:					
Property taxes	\$ 7,422	5,888	16,434	7,422	(9,012)
Specific ownership taxes	2,420	2,797	1,792	2,420	628
Sales and use tax	31,431	16,620	41,000	31,431	(9,569)
Utility franchise fees	5,286	5,019	4,000	5,286	1,286
Cable television	-	-	-	-	-
Permits and fines:					
Permits, fees and services	9,995	2,936	11,500	9,995	(1,505)
Fines	6,295	6,215	6,000	6,295	295
Intergovernmental:					
Bow Mar IGA	83,739	65,228	77,054	83,739	6,685
State highway user's tax	3,893	3,450	3,833	3,893	60
County highway tax revenue	-	-	-	-	-
Motor vehicle registration fees	466	482	500	466	(34)
State cigarette tax apportionment	-	96	67	-	(67)
Conservation Trust Fund entitlement	-	-	-	-	-
Arapahoe County Open Space shareback	-	643	-	-	-
Interest income	580	375	667	580	(87)
Other	117	171	1,317	117	(1,200)
Total revenue	151,644	109,920	164,164	151,644	(12,520)
Expenditures					
Current:					
Public safety	52,106	53,004	48,732	52,106	(3,374)
Sanitation	6,070	5,613	6,250	6,070	180
Administration	37,447	33,152	39,351	37,447	1,904
Planning and zoning	2,275	2,503	5,750	2,275	3,475
Public works	5,711	6,344	32,418	5,711	26,707
Other - rounding	-	-	-	-	-
Capital outlay					
Capital expenditures	1,675	10,855	-	1,675	(1,675)
Conservation Trust Fund expenditures	-	-	-	-	-
Total expenditures	105,284	111,471	132,501	105,284	27,217
Excess of revenue over expenditures	46,360	(1,551)	31,663	46,360	14,697
Major projects	-	-	-	-	-
Excess of revenue over (under) expenditures and major projects	46,360	(1,551)	31,663	46,360	14,697
Fund balance - beginning of period	1,539,532	1,366,144	1,296,273	1,539,532	243,259
Fund balance - end of period	\$ 1,585,892	1,364,593	1,327,936	1,585,892	257,956

TOWN OF COLUMBINE VALLEY
GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
MONTH ENDED JANUARY 31, 2017 AND 2016

	January 2017	January 2016	Budget	Month Ended January 31, 2017 Actual	Variance
Public safety:					
Automotive expenses	974	859	2,500	974	1,526
Salaries and benefits	43,832	45,831	39,763	43,832	(4,069)
Municipal court	3,120	3,258	3,542	3,120	422
Other	4,180	3,056	2,927	4,180	(1,253)
	<u>52,106</u>	<u>53,004</u>	<u>48,732</u>	<u>52,106</u>	<u>(3,374)</u>
Sanitation	6,070	5,613	6,250	6,070	180
Administration:					
Legal	2,560	3,735	4,000	2,560	1,440
Accounting and audit	550	550	550	550	-
Inspection	270	6,164	5,750	270	5,480
Town administration	22,690	16,706	20,011	22,690	(2,679)
Insurance and bonds	-	-	2,417	-	2,417
Office supplies and miscellaneous	8,918	3,351	3,209	8,918	(5,709)
County Treasurer's collection fees	74	59	164	74	90
Rent and building occupancy costs	2,385	2,587	3,250	2,385	865
	<u>37,447</u>	<u>33,152</u>	<u>39,351</u>	<u>37,447</u>	<u>1,904</u>
Planning and zoning					
Planner and Engineering	2,275	2,503	5,750	2,275	3,475
Public works:					
Street repairs and maintenance	2,676	3,207	29,417	2,676	26,741
Street lighting	1,134	1,392	1,250	1,134	116
Weed and tree removal	-	25	292	-	292
Other	1,901	1,720	1,459	1,901	(442)
	<u>5,711</u>	<u>6,344</u>	<u>32,418</u>	<u>5,711</u>	<u>26,707</u>
Other - rounding					
			-		-
Capital expenditures:					
Public safety	1,675	10,855	-	1,675	(1,675)
Administration	-	-	-	-	-
Public works	-	-	-	-	-
	<u>1,675</u>	<u>10,855</u>	<u>-</u>	<u>1,675</u>	<u>(1,675)</u>
Conservation Trust Fund expenditures					
	-	-	-	-	-
Total expenditures	<u>105,284</u>	<u>111,471</u>	<u>132,501</u>	<u>105,284</u>	<u>27,217</u>
Major projects:					
Town Hall remodel	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
Total expenditures and major projects	<u>105,284</u>	<u>111,471</u>	<u>132,501</u>	<u>105,284</u>	<u>27,217</u>

TOWN OF COLUMBINE VALLEY
 SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL
 MONTH ENDED JANUARY 31, 2017 AND 2016

	January 2017	January 2016	Month Ended January 31, 2017		
			Budget	Actual	Variance
Public Safety:					
Automotive expenses:					
Cruiser gas/oil/maintenance	974	859	2,500	974	1,526
Cruiser insurance	-	-	-	-	-
	<u>974</u>	<u>859</u>	<u>2,500</u>	<u>974</u>	<u>1,526</u>
Salaries and benefits:					
Salaries	34,955	33,623	30,769	34,955	(4,186)
Pension plan	3,240	2,776	3,077	3,240	(163)
Health/workman's comp insurance	5,637	9,432	5,917	5,637	280
	<u>43,832</u>	<u>45,831</u>	<u>39,763</u>	<u>43,832</u>	<u>(4,069)</u>
Municipal court:					
Municipal court - judge	750	750	750	750	-
Municipal court - legal	2,175	2,169	2,292	2,175	117
Municipal court - other	195	339	500	195	305
	<u>3,120</u>	<u>3,258</u>	<u>3,542</u>	<u>3,120</u>	<u>422</u>
Other:					
Uniforms	1,286	222	667	1,286	(619)
Education/training	595	-	625	595	30
Arapahoe County dispatch fee	-	-	-	-	-
Supplies/miscellaneous	2,299	2,834	1,635	2,299	(664)
	<u>4,180</u>	<u>3,056</u>	<u>2,927</u>	<u>4,180</u>	<u>(1,253)</u>
Administration:					
Town administration:					
Salaries - administration	13,564	10,313	14,231	13,564	667
FICA/Medicare - administration	1,397	1,074	1,138	1,397	(259)
Health insurance - administration	3,918	2,550	2,500	3,918	(1,418)
Pension - administration	885	516	712	885	(173)
Telephone/communications	399	-	458	399	59
Computer expense	6	337	417	6	411
Election expense	-	35	-	-	-
Dues and publications	2,521	1,881	555	2,521	(1,966)
	<u>22,690</u>	<u>16,706</u>	<u>20,011</u>	<u>22,690</u>	<u>(2,679)</u>
Office supplies and miscellaneous:					
Advertising/notices	-	-	42	-	42
Miscellaneous	8,530	2,994	2,500	8,530	(6,030)
Supplies - administration	388	357	667	388	279
	<u>8,918</u>	<u>3,351</u>	<u>3,209</u>	<u>8,918</u>	<u>(5,709)</u>
Legal					
Legal	2,560	3,735	4,000	2,560	1,440
Accounting and audit	550	550	550	550	-
Inspection	270	6,164	5,750	270	5,480
Insurance and bonds	-	-	2,417	-	2,417
County Treasurer's collection fees	74	59	164	74	90
Building occupancy costs	2,385	2,587	3,250	2,385	865

TOWN OF COLUMBINE VALLEY
 SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL
 MONTH ENDED JANUARY 31, 2017 AND 2016

	January 2017	January 2016	Month Ended January 31, 2017		
			Budget	Actual	Variance
Public works:					
Street repairs and maintenance:					
Street/gutter maintenance	192	350	25,000	192	24,808
Snow removal	1,471	2,812	3,000	1,471	1,529
Striping	-	-	250	-	250
Signs maintenance	-	-	250	-	250
Vehicle maintenance	1,013	45	292	1,013	(721)
Other drainage	-	-	625	-	625
Street cleaning	-	-	-	-	-
	<u>2,676</u>	<u>3,207</u>	<u>29,417</u>	<u>2,676</u>	<u>26,741</u>
Street lighting	1,134	1,392	1,250	1,134	116
Ground maintenance	-	25	292	-	292
Other:					
Miscellaneous minor public works	1,656	350	500	1,656	(1,156)
Storm water permit process	245	825	417	245	172
Professional fees	-	545	542	-	542
	<u>1,901</u>	<u>1,720</u>	<u>1,459</u>	<u>1,901</u>	<u>(442)</u>
Capital and Conservation Trust Fund:					
Capital expenditures:					
Administration	-	-	-	-	-
Public safety	1,675	10,855	-	1,675	(1,675)
Public works	-	-	-	-	-
	<u>1,675</u>	<u>10,855</u>	<u>-</u>	<u>1,675</u>	<u>(1,675)</u>
Conservation Trust Fund expenditures:					
Miscellaneous	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>



Request for Board of Trustee Action

Date: March 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 end in 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.

Town staff solicited service proposals from several companies and four were returned.

Attachments: Rate and term comparison sheet
Proposal from Alpine Waste
Proposal from Pro Disposal
Proposal from Republic Services
Proposal from Waste Management

Staff Recommendations: Approve Republic Services contract as presented.

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

**Trash Collection Proposals
Rate and Term Comparisons**

	<u>Term</u>	<u>Delivery</u>	<u>Starting Rate/Month</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Roll Offs</u>	<u>Total Cost Year 1/Month</u>
Alpine Waste	Unspecified	Not Monday	\$7,710.00	n/a	n/a	\$1,800.00	\$9,510.00
Pro Disposal	36 months	Try for Monday	\$6,435.00	Up to 4%	Up to 4%	4 included	\$6,435.00
Republic Services	36 months	Monday Guarantee	\$6,039.50	Up to 3%	Up to 3%	4 included	\$6,039.50
Waste Management	60 months	Monday Guarantee	\$7,067.00	Linked to CPI Trash index (3.8%)		4 included	\$7,067.00



Confidential Proposal Exclusively For:

Town of Columbine Valley



Hanna Chaffer • Direct 720-737-2065 • hchaffer@alpinewaste.com
7373 Washington St • Denver, CO 80229



Alpine Waste & Recycling

We are the largest independently owned and operated waste, recycle, and composting company in Colorado. We are the leader in sustainability initiatives in our industry.



Why Choose Alpine?

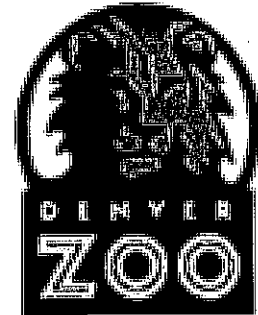
Alpine is committed to provide customers with a level of service that is unprecedented in the waste collection and recycling services industry.

- **No Additional Fees** - Our rates are inclusive of all costs. Alpine does not add additional fuel, environmental, or administrative charges to your invoice, nor will we charge a "leap year fee".
- **Automated Sustainability Report** - Alpine is the only company in the area to offer aggregated reports detailing your site's waste diversion and environmental impact utilizing EPA and ISRI ratios based on the weights recorded by our trucks.
- **We Are Local** - This means we are here to help in any way that we can. We are just a phone call or email away. We are not an automated recording and not in another state trying to answer your questions.
- **Altogether Recycling®** - As part of our sustainability commitment, Alpine is the hauler in the state of Colorado that can accept and process Styrofoam™/polystyrene in our single stream recycle program.
- **Awards & Recognition** - We have a A+ rating and Gold Star Award with the Denver Better Business Bureau. We have also been a finalist for Denver Chamber of Commerce's Green Business of the Year in 2010 & 2013

Hanna Chaffer • Direct 720-737-2065 • hchaffer@alpinewaste.com
7373 Washington St • Denver, CO 80229



Sustainability Partners





Proposed Permanent Services:



“The prices provided below are strictly a guideline and may not be inclusive of all services requested by the customer. Final services and pricing would be determined between Alpine and customer prior to an agreement being drafted for services. Alpine is not able to offer a guarantee of Monday service. The City will be responsible for paying the bill to Alpine for services. Alpine will be responsible for the carts given to the residents in order to maintain uniformity. We would need at least 2 months lead time from time of award to starting service in order to order the containers and have them delivered and prep the residents for the change over.”

Residential Services (Based on 514 homes)				
Stream	Quantity	Size	Frequency Per Week	Cost Per Month
Trash	514	96gal cart	1x	\$7,710.00
Recycle	514	96gal cart	EOW	
Roll Offs (2 in the Spring and 2 in the Fall @ Town Hall)				
Trash	1	30yd	Per haul	\$450.00 (up to 6 tons)
Total Per Year	\$1,800.00 if the roll offs are only hauled 1x each during the time they are used			

Only non-hazardous wastes can be accepted by Alpine. Title to and liability for unacceptable wastes shall remain with Customer.

NO ADDITIONAL FUEL OR ENVIRONMENTAL SURCHARGES



Hanna Chaffer
Special Projects Manager

7475 E 84th Avenue
Commerce City, CO 80022

Direct: 303-872-9616
Fax: 303-744-0888

Email: hchaffer@alpinewaste.com



PRO DISPOSAL & RECYCLING

A Proud Colorado Company Locally Owned and Operated

10100 E 102nd Ave Henderson, CO 80640 / (303)791-3827 | www.prodisposal.net

Trash and Recycling proposal for:

Town of Columbine Valley

Prepared on: February 20, 2017

Town of Columbine Valley

Thank-you for allowing Pro Disposal & Recycling the opportunity to submit a proposal to Town of Columbine Valley for weekly trash and bi-weekly recycling services.

At Pro Disposal & Recycling we are committed to the best customer service available at a competitive and cost effective rate. Pro Disposal is locally owned and operated. We provide great customer service with a proven track record that brings a thorough knowledge of the waste industry.

Pro Disposal & Recycling provides complete trash and recycling services for a number of cities, communities and homeowners associations throughout the Denver Metro Area. Pro Disposal was selected as the preferred provider for the Highlands Ranch Community Association, the largest homeowners association in the United States.

Our unique logistics modeling & design concepts allow for our routes to maximize effectiveness and efficiency, and provide us a margin for adjustments and variables that may exist in our service area. We are committed to consistent collection times on a weekly basis. Our employees are thoroughly trained in all aspects of the business and proud to be of service to our customers.

We look forward to earning your business and servicing your community,

Sincerely,

The Pro Disposal & Recycling Team

PROPOSED PRICE BREAKDOWN: Town of Columbine Valley

Service would be for 514 + homes in the community

Option 1 - 3 Year service agreement

Weekly house hold trash & Bi weekly recycling (carts not included)	\$9.19 per month - per home
Weekly house hold trash & Bi weekly recycling (carts included)	\$12.52 per month - per home
Community clean up events – summer & winter 2-30yd dumpsters per event (4 per year)	Included

Option 2 - 5 Year service agreement

Weekly house hold trash & Bi weekly recycling (carts not included)	\$8.73 per month - per home
Weekly house hold trash & Bi weekly recycling (carts included)	\$10.93 per month - per home
Community clean up events – summer & winter 2-30yd dumpsters per event (4 per year)	Included

No rate increase in year (1), year (2), (3), (4) and (5) rate increase will not exceed 4%.

Slightly used carts will be provided w/ 21-day lead time for delivery. If new carts are required 45/75-day lead time is needed for delivery "in the event the contract is terminated at the first renewal, there will be a \$35.00 per cart removal fee for new carts only"

Pro Disposals Standard Specification Allowances are as follows....

- ❖ Unlimited Trash & Recycling waste generated by typical use*
- ❖ 3 bundles of tree limbs per week**
- ❖ 8 bags of yard waste per week
- ❖ Containers / bags not to exceed 40 lbs.
- ❖ Recycling stickers provided for existing customer owned containers
- ❖ Pro Disposal containers w/ wheels available for purchase at \$75.00 each

45-75 day lead time is required if pro Disposal & Recycling is required to provide carts

**(typical use) normal trash generated from kitchen/bathrooms/bedrooms*

What "special items" do we pick up ?

Small item - \$10.00 per item

**Mattress
Box spring
Recliner
Table
Loveseat
Set of 4 Kitchen Chairs**

Large item \$15.00 per item

**Stove
Washer
Dryer
Dishwasher
Water Heater
Console T.V
Couch
Swamp coolers**

Extra Large Item \$20 per item

Sleeper Sofa

With our single stream recycling program, we DO accept Styrofoam™

Recycling pickup occurs every other week on the same day as your trash pickup.

2017 Holiday Schedule

New Year's Day	Normal schedule
Memorial Day	One-day delay
Independence Day	One-day delay
Labor Day	One-day delay
Thanksgiving Day	One-day delay
Christmas Day	One-day delay

References:

City of Lone Tree

- Seth Hofman - Assistant City Manager (303)708-1818

Highlands Ranch Community Association

- Jerry Flannery - Community Manager (303)791-8958

Mission Viejo Homeowners Association

- Todd McMahon - President (303)866-4607

Pro Disposal & Recycling is committed to designing collection services to accommodate the customer's needs!

Submitted By:

Cathlyn DePaiva
Pro Disposal & Recycling
10100 East 102nd Avenue
Henderson CO 80640
www.prodisposal.net
Cathlyn.depaiva@prodisposal.net
303.791.3827 office: 303.472.6997 cell



REPUBLIC
SERVICES

We'll handle it from here.™



Proposal prepared for:
The Town of Columbine Valley

March 1, 2017



CUSTOMER SERVICE AGREEMENT

AGREEMENT NUMBER: _____
 ACCOUNT NUMBER: **454991**

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

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

NO	CONT GRP	TYPE	SIZE	C	QTY	ACCT TYPE	CO	GRID	SERV. FREQUENCY	EST LIFTS	P.O. REQ	RECT REQ	U/F CODE	CFV	U/F AMOUNT PER TON	OPEN/CLOSE DATE	L.O.B	PRE BILL	Bill Fee	Charges	Charges			
N	7	CA	0.48	n	514	P	N		on call	514	N	y	FH MT			31/2017	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	RA SS			31/2017	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: _____
 CUSTOMER NAME (PLEASE PRINT): _____
 DATE OF AGREEMENT: _____

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. **Service will be on Mondays guaranteed***

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.

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; 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

DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER? YES NO

RATE RESTRICTED? **y** **UNTIL:** **10/1/2016** **RATE:** **5%** **RATE BASED ON** **65b** **lbs/yd.**

NATIONAL ACCOUNT NUMBER	CUSTOMER CATEGORY	CASH TOLERANCE	SUSPEND	CREDIT ANALYST
	Resi		Y	

SITE NUMBER	EFFECTIVE SERVICE DATE	TERM	REVIEW DATE	C.P.I.	CONTRACT PURCHASE ORDER NUMBER	S.I.C.
	11/1/2016	36	09/01/17	N	01	8600

TERRITORY	SALES REPRESENTATIVE	TAX CODE	TAX EXEMPTION NUMBER	TRANS CODE	REASON CODE	COMPETITOR CODE
	1133318					

RENEW	CREDIT APPROVAL	CREDIT LIMIT	ENTERED BY	DATE
yes	MIG			

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 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 electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

CUSTOMER'S INITIAL: _____

DATE: _____

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 Town.
3. Republic Services will provide Four (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 Town of Columbine Valley 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 Town of Columbine Valley 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 many 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)

_____ Date of Agreement
Customer Name (please print)

Allied Waste Transportation, Inc. DBA Republic Services of Denver

By: _____ Title: _____
(Authorized Signature)

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.

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: STEVEN HIRSH

Title: GENERAL MANAGER

Refuse and Recyclables Collection Service

Town of Columbine Valley, Colorado

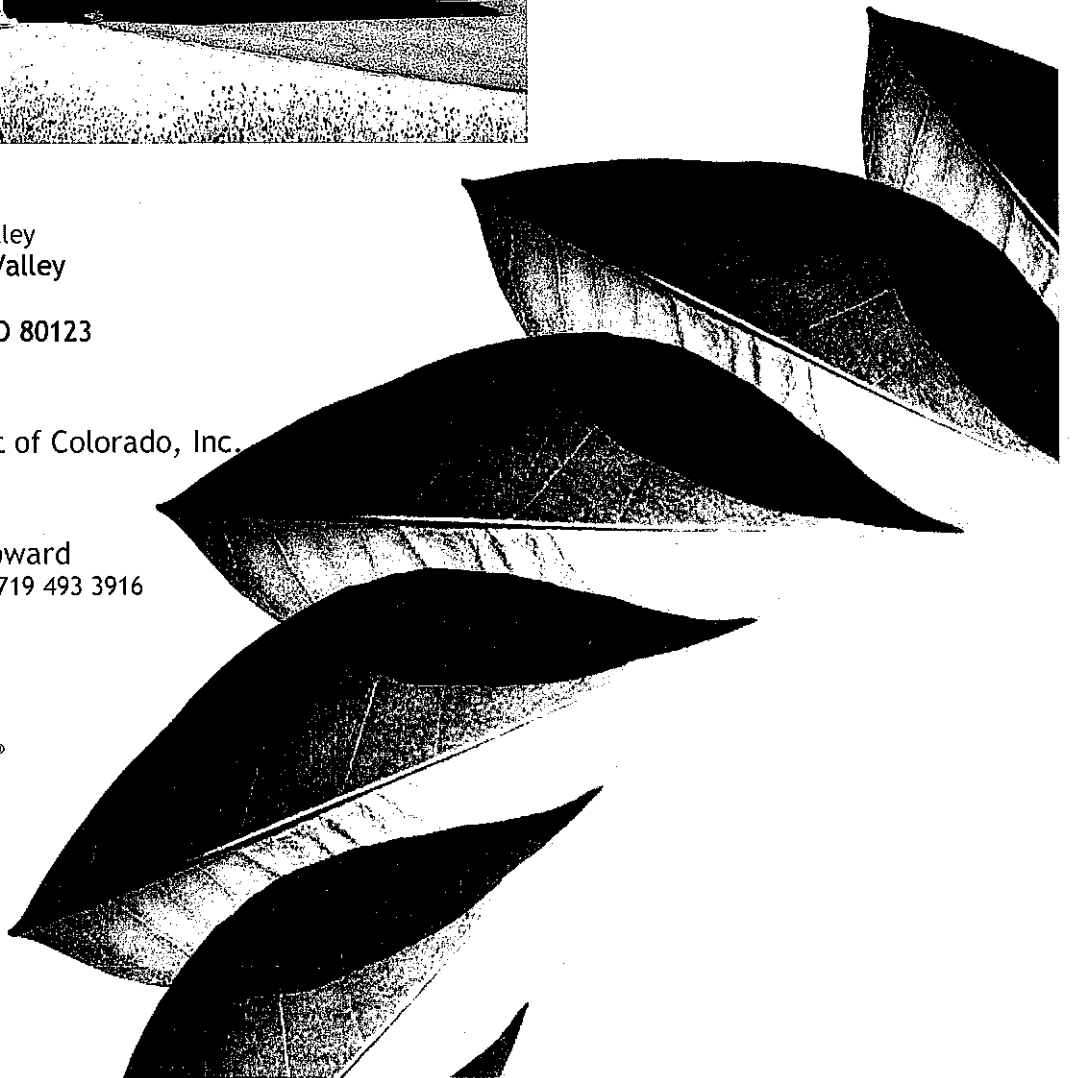
March 1, 2017



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

Submitted by
Waste Management of Colorado, Inc.
2400 W Union Ave
Englewood, CO 80110

Anthony "Tony" Howard
ahoward1@wm.com | 719 493 3916



March 1, 2017

Dana Struthers
Manager of Support Services
Town of Columbine Valley
2 Middlefield Road
Columbine Valley, CO 80123

Dear Ms. Struthers:

Waste Management has prepared the following solutions proposal specifically for the Town of Columbine Valley. We understand that sustainability has three legs, Social, Environmental and Economical and all three need to be addressed for an organization to have a successful program.

Our program contains solutions designed to strengthen the Town's solid waste & recycling services, improve productivity and enhance the Town's commitment to sustainability and environmental stewardship. Our program is designed to deliver the specific benefits that are important to the Town, including:

- Cost Effective Resource Recovery Services - Financial
- Effective refuse and recycling programs - Environmental
- Educational programs to increase diversion and reduce waste - Social

We strongly believe that our long-term recycling & disposal solutions and world-class customer service programs that we have outlined below are without equal in the solid waste/environmental solutions industry. If you have any questions, please do not hesitate to contact me at 719-493-3916.

Sincerely,

Anthony Howard

Anthony Howard

Public Sector Solutions Representative

WASTE MANAGEMENT

80 E. Chambers Street

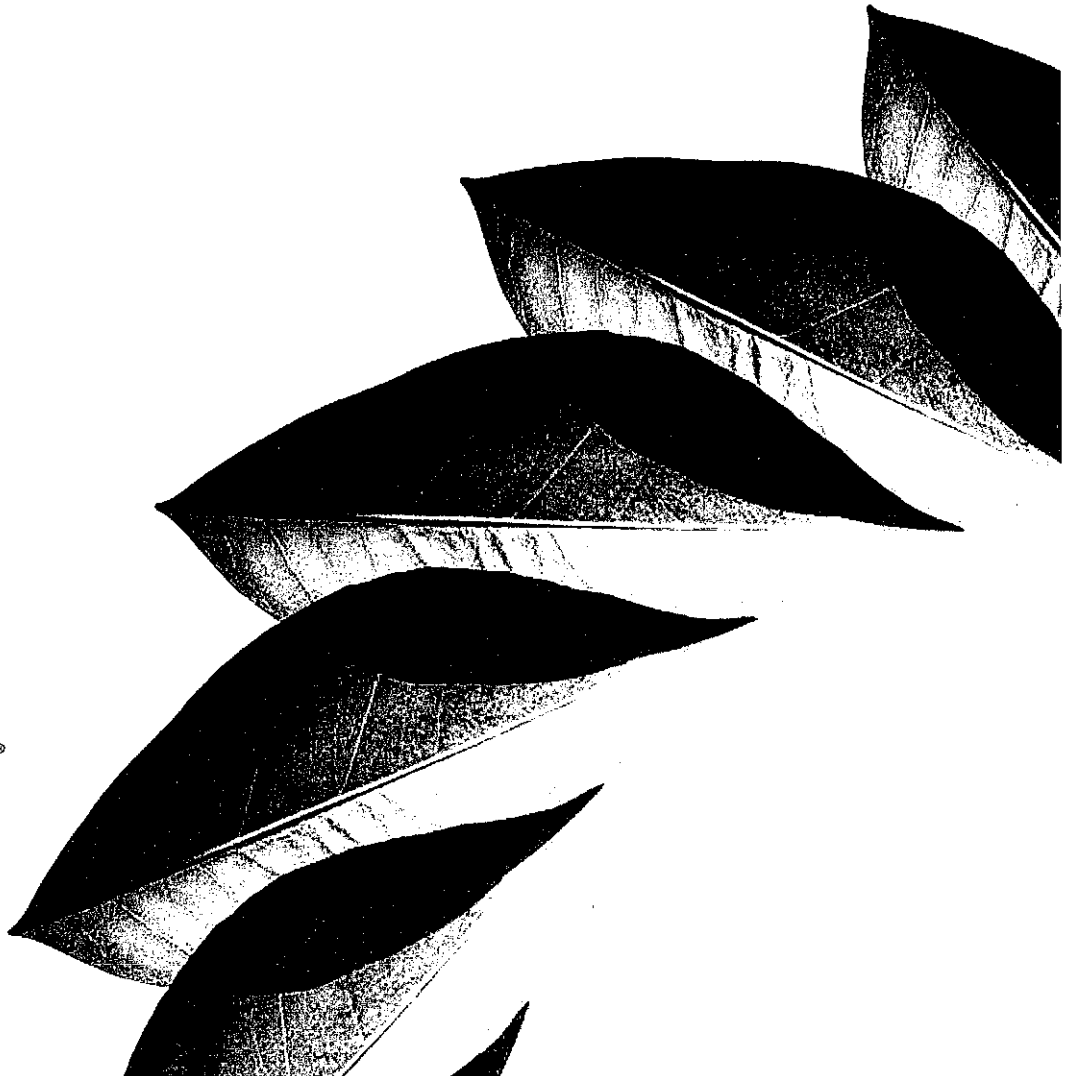
Colorado Springs, CO 80907

Cell: (719) 493-3916, Office: (719) 448-4329, E-Fax (866) 793-0218

ahoward1@wm.com

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Qualifications

Waste Management of Colorado is incorporated in the State of Colorado and provides collection, recycling and disposal services to more than 190,000 municipalities, commercial, industrial and residential customers throughout 41 counties in Colorado. The company employs approximately 1,200 full and part-time personnel, and has been servicing Colorado for nearly 30 years. In our 30-year history, Waste Management has always been and continues to be in good standing with the State of Colorado. Furthermore, Waste Management maintains a Satisfactory Carrier Safety Rating by the US Department of Transportation - documentation for both items available upon request.

While we have the resources of a national company, make no mistake about it our heart is local, when you really think about it, the waste industry by its very nature is inherently local. Waste Management's recycling plants, our operations, our equipment, and the people who make us who we are, are all right here. Of note, Waste Management maintains an open door policy at all our facilities, thus university staff are always welcome.

With Waste Management's long-term commitment to the region, our experience and financial stability, you can feel confident in relying on us to meet your needs now and in the future. Waste Management is the most committed collector and processor of recyclable material in the industry handling more recyclable material than any other entity. Our stated mission is to triple the amount of material we are recycling by 2020 and Waste Management will accomplish this goal by knowing more about our customer's waste stream than anyone else. Nationally, hundreds of municipalities and higher education institutions rely on WM for their recycling and other waste management needs.

Financial Capacity

Waste Management's financial strength stems from its position as the leading provider of comprehensive waste management services in North America. Waste Management has implemented a business strategy to enhance its leadership role in the industry.

A company's future viability is directly related to its current financial strength. Waste Management's financial strength allows us to continue investing in areas that are necessary for continued market leadership, such as:

- Maintaining a dedicated focus on safety and compliance excellence
- Implementing new initiatives to enhance customer service
- Developing long term customer relationships
- Attracting and keeping the best employees
- Managing data and improving communication

Revenue in 2015 was \$13.98 billion, and Waste Management has an asset base in excess of \$22 billion. The company generates strong and consistent cash flow and has access to an extensive line of credit. Waste Management's financial strength is the foundation for its

commitment to serve its customers, perform its obligations, and protect the environment in carrying out its broad waste management services.

Waste Management has achieved solid investment-grade credit ratings from three major rating agencies. Most recently, the company has been assigned ratings of A- by Standard & Poor's, BBB by Fitch, and Baa2 by Moody's. The ratings are based on expectations that management will maintain good liquidity, pursue a moderate financial policy, and allocate capital in a disciplined manner. The credit outlook from each agency for Waste Management is characterized as stable. Waste Management has about \$10.0 billion of debt outstanding.

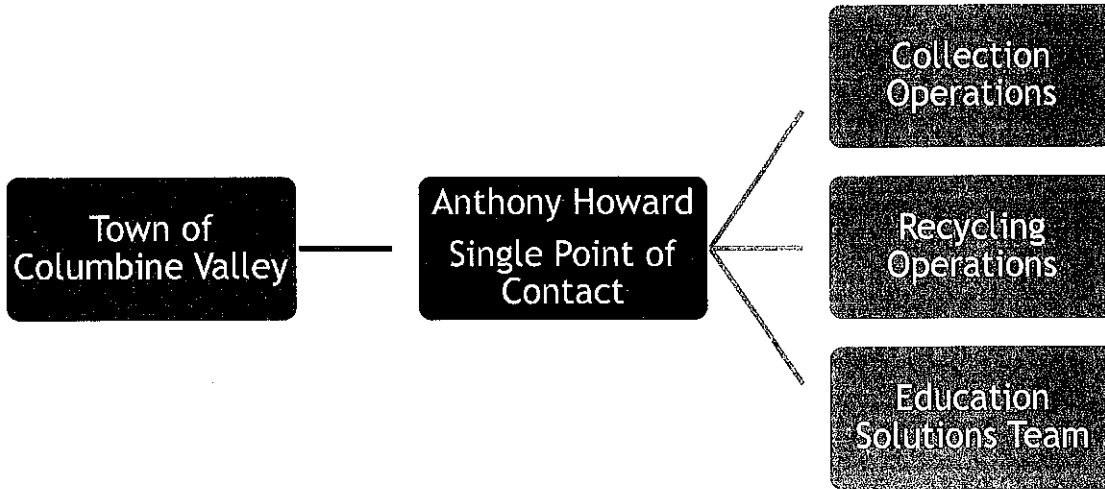
Waste Management's financial strength, as summarized above, gives its customers the comfort of knowing that Waste Management can and will fulfill its obligations.

- The foundation of Waste Management's offer lies in our commitment to perform all operations in full compliance with applicable federal, state, and local regulations and to provide clear documentation of that compliance.
- Waste Management offers the most extensive network providing waste management services in North America, including: transportation, disposal, treatment, recovery, remediation, waste identification, and several other specialty services. This network enables us to provide a single source of responsibility, from transportation through disposal of waste.

Waste Management's financial strength helps make it a leader in the in the environmental services industry, and Waste Management is committed to maintaining that strength.

As Waste Management is a publicly traded S & P 250 Company, our financial reports are lengthy and in depth. You can view these statements on the company's website at: www.wm.com under Investor Relations, Financial Reporting, Annual Reports, 2015 Annual Report.

Project Manager



<i>Anthony Howard – Public Sector Solutions Representative</i>	<i>How will Anthony support Columbine Valley?</i>
<p>Anthony is the municipal marketing representative for Colorado. Anthony is responsible for the development, coordination, and oversight of municipal contracts. He has over 10 years of Colorado government experience. Anthony has earned a Bachelor of Science Degree in Finance and a Master of Business Administration.</p>	<p>Anthony will be a main point of contact and provide support to Columbine Valley during the term of the contract.</p>

<i>Ken Atencio – Senior District Manager</i>	<i>How will David support Columbine Valley?</i>
<p>Ken is the Senior District Manager of operations for hauling sites in South Denver Metropolitan Area. Ken is responsible for overall operations, including but not limited to routing, customer service, compliance, safety, equipment maintenance, purchasing, and community and customer relations. Ken has managed both small- and large-scale operations, which included hauling divisions and transfer stations.</p>	<p>Ken will emphasize the goal of outstanding customer service for Columbine Valley. This includes taking simple steps such as walking a cart back up the driveway for an elderly household, saying hello to area residents, and looking out for trouble in neighborhoods via our Waste Watch Program.</p> <p>Ken helps his team understand how to build great relationships within the Town, to know their customers' expectations, and to deliver excellent service. We have changed our management focus from training drivers to training innovative thinkers. We constantly challenge our drivers to come up with new ways to better service our customers.</p>

References

Town of Johnstown, Colorado

<i>Services Provided</i>	Curbside residential trash and single stream recycling collection and all municipal facility collection, including parks and open space
<i>Owner's Representative and Phone Number</i>	Roy Lauricello, Town Administrator, 970 587 4664, rcello@townofjohnstown.com
<i>Description of Services</i>	Curbside residential trash and single stream recycling collection of approximately 4,100 homes. Also providing trash and single stream recycling services to municipal facilities. Parks and open space receive trash collection only.

City of Evans, Colorado

<i>Services Provided</i>	Curbside residential trash and single stream recycling collection and all municipal facility collection, including parks and open space
<i>Owner's Representative and Phone Number</i>	Fred Starr, Director of Public Works, 970 475 1170, FStarr@evanscolorado.gov
<i>Description of Services</i>	Curbside residential trash and single stream recycling collection of approximately 4,600 homes. Also providing trash and single stream recycling services to municipal facilities. Parks and open space receive trash collection only.

Town of Milliken, Colorado

<i>Name of Services Provided</i>	Curbside residential trash and single stream recycling collection; municipal facility collection
<i>Owner's Representative and Phone Number</i>	Courtney Diller, Senior Accounting Technician, 970 660 5048, cdiller@milliken.gov
<i>Description of Services</i>	Curbside residential trash and single stream recycling collection of approximately 2,100 homes. Also providing trash and single stream recycling services to municipal facilities.

Basis of Proposal

Unit-Based Pricing

Pricing based on a Town-wide, fully automated, fully Waste Management containerized, trash and recycling program.

Weekly Curbside Collection of 96-gallon poly cart (provided by Waste Management):

- 1st Cart: \$10.00/month
- 2nd Cart: \$5.00/month

Bi-weekly collection of 96-gallon poly cart for curbside recycling (provided by Waste Management):

- 1st Cart: \$3.75/month
- 2nd Cart: \$2.00/month

Total Base price: \$13.75/month/home

2 - 30 yard roll off container twice a year
 Included in home Curbside Collection price

- All material must be in containers. Extra bags, yard-waste, etc will require an additional container.
- Payments are due "Net 30." Accounts that are 48 days past due will be cut-off from service and carts will be removed if full payment is not received in 76 days.
- Prices are subject to annual upward adjustment based on Water, Sewer, and Trash (WST) index.

Fully Automated Collection Service

Waste Management proposes moving Columbine Valley to curbside collection and disposal of residential solid waste and recyclables town-wide, using a fully automated collection system.

Waste Management will furnish all personnel, trucks, equipment, supplies, materials, and everything necessary to fully complete this recommendation. Standard automated residential containers of 96-gallon size will be provided and maintained by Waste Management and will



be serviced at curbside. Additional containers will be available to the customer for an additional fee.

An automated collection service makes the collection process more efficient and uniform containers are esthetically pleasing for the town.

Services will be conducted from our Denver South District location. Materials will be collected on a designated collection day. To ensure that all material is collected, waste and recycling containers will be placed on the curb line or within two feet of the pavement, where no curb exists.

Waste Management operates all trucks safely and in compliance with existing laws. We also ensure that personnel conduct themselves in a professional manner in all interactions with residents. The collection service is provided in a clean and professional manner as to not constitute a nuisance within the Town or an inconvenience to the residents. All efforts will be made to provide consistent reliable service, no matter what the conditions or circumstances, leaving neighborhoods clean. Waste Management will provide sufficient care in handling the containers to ensure that they are not damaged during collection and are left standing in the same location and condition in which they were found.

Our drivers offer special assistance to disabled persons and senior citizens who are unable to handle the containers, looking to Columbine Valley for help in identifying those who have a need. The driver retrieves the containers and takes them to the street for service and returns them to their original location, making the resident's day a little easier and their experience a positive one.

Waste Management will work closely with the Town to develop a comprehensive Automated Collection Program implementation plan and schedule that works for you. The plan will include public education, public workshops, routing, cart delivery schedules, customer service training, and town council and staff progress reports.

Single Stream Recycling



Waste Management continues to provide leadership in promoting recycling and reuse of materials that would otherwise end up in the landfills, working to make recycling a practical, sustainable solution for our customers. We continue to explore ways to bring broader participation and profitability to the recycling process, as demonstrated by our being the first major company to focus on single stream recycling, which allows customers to mix recyclable paper, cardboard, plastics 1-7, and metals in one container for collection. The convenience of this recycling method greatly increases participation, resulting in the recovery of up to 36% more recyclable materials.

The advanced sorting equipment at Waste Management's single stream processing plants helps drive the concept as a viable and cost-effective alternative for communities.

We provide our customers a complete, fully integrated state-of-the-art processing system using various automated sorting and screening technologies to cleanly separate a wide variety

of material streams coming from a single source. The recyclable materials are sorted, baled, and marketed to various mills and companies for further processing and reuse.

Choosing Waste Management means you choose to be engaged in the recycling process from pick up at your curb to the materials' final destination.

Collection Equipment

The following Waste Management vehicles will be used to service Columbine Valley (depending on type of service):

- Mack rear-end load with 25-yard compaction body. Three total axles. Diesel powered.
- Freightliners rear-end load with 10-yard compaction body. Two total axles.
- Mack front-end load with 25-yard compaction body. Three total axles. Diesel powered.
- Autocar automated manual side load with 30-yard compaction body. Three total axles. CNG-powered.

In-Truck Cameras Keep Incident Reporting Honest and Impartial

- Waste Management installed the DriveCam video capture system on its vehicles nationwide in 2013 to improve safety and reduce collisions.
- A palm-sized video recorder, DriveCam continuously captures what is happening 120 degrees in front of the vehicle, as well as inside the cab. Once an event is triggered – by sudden movement, erratic driving, speeding, or a collision – the unit records, saves, and sends 12 seconds of the incident (8 seconds before and 4 seconds after) to DriveCam personnel for review and then on to Waste Management managers for performance coaching.

Onboard Computing System

Onboard Computing System (OCS) mobile technology is integrated into our fleet, coupled with advanced route optimization, decision sciences, and business intelligence technologies. This

Material Spillage

In the event of any waste spillage from the collection trucks, or from collection containers caused by the driver, the driver will immediately clean up the litter in a professional manner, and in compliance with all local and EPA standards. The driver will also immediately clean up any fluid leaks emanating from the collection equipment, including, but not limited to hydraulic fluids and oil. All Waste Management drivers are trained in the proper handling and prevention of material spillage. All vehicles are equipped with spill cleanup kits and all required Colorado Department of Transportation (C.D.O.T.) safety equipment. The Town can rest assured that Waste Management will leave the collection areas clean and free of debris.

Customer Service

The face of customer service is changing. Today's consumers are used to real-time tracking, online ordering, and same-day service delivery. At the same time, Waste Management is undergoing an internal transformation, with the goal of knowing our customers and how to service them better than any other company.



As such, Waste Management will provide an expansive customer service platform to the Town to surpass current levels of customer service and give customers numerous channels for communicating with us. These changes reflect extensive research of customer-facing technology and the growing customer demand for web-based services and smartphone apps. Of course, traditional communication channels, including face-to-face office hours and phone calls with Customer Service Representatives (CSRs), will still be an important part of our customer service offerings.

Building the Foundation: Training

Before our CSRs even take a call, they undergo an intensive, four-week training program. The four-week classroom course is designed to introduce new employees to Waste Management and create a strong, consistent foundation in the areas of customer-focused service, professionalism, safety, and company pride. The training covers the following information:

<i>New Hire Orientation</i>	<ul style="list-style-type: none">• Overview of Waste Management• Town service offerings• Internal customers and introduction of CSC team• Introduction to our customer-focused service strategy
<i>Getting to Know the Town</i>	<ul style="list-style-type: none">• Ride-along in a truck• Tour of local facilities• Geography review of the Town• Understanding zero waste and diversion goals
<i>Developing Customer Relationships</i>	<ul style="list-style-type: none">• Clear communication• Building a relationship with your customer• Review of other performance metrics
<i>Customer Engagement Tools</i>	<ul style="list-style-type: none">• Listening sympathetically• Agreeing and providing a solution• Staying positive and calm• Maintaining professionalism
<i>Call Center Equipment Training</i>	<ul style="list-style-type: none">• Integrated billing system• Knowledge Management Tool• Phone system
<i>Professional Customer Service Skills</i>	<ul style="list-style-type: none">• Strategies for handling common collection and billing questions• Methods for handling difficult customer situations

Additional training exercises that occur during the four-week program include:

Side-by-Side Monitoring. Customer service professionals are monitored a minimum of three times per month. Side-by-side monitoring sessions provide immediate feedback on call handling. As part of that monitoring session, employees are evaluated on 72 talking points and scored on a scale of 1 to 4.

Quality Monitoring. Waste Management employs an external company to monitor our customer service professionals. The analysts evaluate and assess representatives based on the same internal metrics used by Customer Service Center management. This way, we are able to capture accurate and unbiased performance measurements.

On-the-Job Training. When a CSR cannot answer a customer's question, we employ First Call Resolution (FCR). FCR empowers the representative to contact a Supervisor or Lead for guidance or as a resource, if needed, to complete the customer's transaction on the first call. Observing how experienced supervisors handle the call teaches the CSR how to address the same issue on future calls. It also ensures that correct information is communicated the first time, providing an overall better customer service experience for the caller.

Customer Service Scorecard. The Customer Service Scorecard is a monthly evaluation of an individual CSR's performance. The Scorecard provides CSRs with actions and opportunities to develop and improve over the course of the month. The Scorecard is composed of four qualifying sections:

- Quality Assurance
- Resource Management
- Productivity
- Qualitative Professional Development

Weekly Meetings and Action Plans. In order to maintain and improve our customer service standards, the customer service team meets weekly to discuss any service issues, upcoming area initiatives or events, or errors in paperwork and processing and to review any potential opportunity for improving the overall customer experience. The team develops action plans to resolve any issues, update any training materials, and adjust staffing plans as needed. All results from these action plans are reviewed and quantified for continuous improvement.

These additional exercises create a learning environment that gives our newest customer service professionals the opportunity to encounter most situations before actually responding to a live call.

Taking the Call.

Phone - Our CSRs are available to take phone calls from 7:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to noon on Saturdays. Customers can call during these hours and receive personal and localized service to assist them through any request.

E-mail - Customers have the ability to e-mail us today and receive a prompt reply from a knowledgeable member of the Customer Experience Team. By the contract start date, Waste Management will offer a dedicated email address to which customers can email their inquiries. The dedicated Town Customer Experience Team will respond promptly. E-mail is used to minimize paper waste and increase customer convenience. Items such as signatures, account and service updates and billing statements can all be transmitted via e-mail if the customer so chooses.

Mail - While we encourage the use of self-service and technology, as it aligns with our overall environmental goals, we leave the choice to the customer. Although postal mail is decreasing in popularity, Waste Management welcomes inbound mail from our customers, and we will respond in whatever medium the customer wishes.

Fax - Similar to mail, fax communications have decreased in popularity with our customers. However, in aligning with our mission of a customer-centric model, faxes may be used in place of e-mail for the transmission of documents.

Green Pages/Seibel Ensures Consistent Information Exchange. Waste Management uses a proprietary web-based Knowledge Management Tool (KMT) called Green Pages to track and maintain all contract information. This tool allows us to answer customer inquiries quickly and accurately. Green Pages is accessible by field staff and customer service representatives and can be updated in real-time. It contains comprehensive information about our municipal contracts, such as service offerings and collection schedules, as well as miscellaneous information about each of the communities we service, such as a map, demographic information, special events and activities. Pricing and billing information is also included. Our contracts are reviewed regularly and any updates or changes are entered into Green Pages. Customer Service Center staff and field staff receive regular training on contract changes and program enhancements.

Code Red Process. In the rare case that a customer has called about the same issue more than once, Waste Management's Code Red process kicks in. This process is established to ensure that repeat customer issues are resolved efficiently and accurately by immediately having the issue escalated to Area Leadership.

In Summary

This proposal details Waste Management of Colorado's solutions for addressing the Town of Columbine Valley's long-term waste and recycling needs. Waste Management has designed this program to achieve the optimum balance between service, price and convenience. All of these services are supported by the strength and experience of North America's leading waste services company and are backed by the waste industry's most comprehensive Service Guarantee.

If the Town has any questions about any aspect of this proposal or would like to discuss any topic in greater detail, please feel free to contact Anthony Howard at (719) 493-3916. Otherwise, Waste Management of Colorado looks forward to working with the Town of Columbine Valley to finalize the design of its solid waste and recycling services program and to completing all necessary contractual documentation.



Request for Board of Trustee Action

Date: March 21, 2017

Title: Comcast Franchise Agreement

Presented By: Lee Schiller, Town Attorney

Prepared By: Lee Schiller, Town Attorney

Background: The Town received a letter on May 17, 2016 from Comcast requesting negotiation of a competitive cable television franchise. Comcast has negotiated a model franchise agreement with the Colorado Communications and Utility Alliance to use as the basis for negotiations with member cities and counties to obtain a cable franchise. Since that time, staff has met with Comcast to discuss very minor modifications to the franchise specific to the Town of Columbine Valley.

Since late last year, Town representatives have discussed specific information about the franchise provisions and comparisons between the existing Century Link franchise and the proposed Comcast franchise.

Attachments: Agreement table of contents. Due to length, the proposed Comcast franchise agreement was submitted to all Trustees via email on Friday, March 17, 2017 and is available in paper form by request.

Fiscal Impacts: No substantive changes in collected fee are anticipated. The Town collects franchise fees from Comcast and Century Link. Satellite and online service providers, such as Netflix, Dish Network and Direct TV do not provide any revenue to the Town.

Staff Recommendations: Approval of the franchise agreement with Comcast

Recommended Motion: "I move to approve the television franchise agreement with Comcast as presented".

**DRAFT DATED 2-27-17
MASTER DOCUMENT**

**COMCAST OF CALIFORNIA/COLORADO/ILLINOIS/INDIANA/MICHIGAN, LP
AND THE TOWN OF COLUMBINE VALLEY, COLORADO**

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EXHIBIT A: CCUA Customer Service Standards



Request for Board of Trustee Action

Date: March 21, 2017

Title: Amendment –Land Use Regulations

Presented By: Phil Sieber, Town Planner

Prepared By: Phil Sieber, Town Planner

Background: The criteria for a Minor Amendment does not include a provision for hardships and special circumstances which the staff feels should be included.

Attachments: Staff Report
Resolution#1, Series 2017

Staff Recommendations: Approve as presented

Recommended Motion(s): “I move to approve Resolution#1, 2017 amending Article VI Section 4B1”

STAFF REPORT

Amendment to Article VI Section 4 B (Minor Amendments) of the Land Use Regulations

I. Purpose

This is a staff request to amend the Land Use Regulations by adding additional criteria for a Minor Amendment to an approved Final Development Plan by adding a “hardship” and “special circumstances” to the criteria.

II. Current Regulation

The regulations currently provide for two types of amendments to an approved final development plan:

Major Amendment: A Major Amendment is a revision to the approved plan that “that does not meet the criteria for a minor amendment” Major Amendments are those revisions that significantly revise the standards or intent of the Final Plan. Approval of a Major Amendment requires a public hearing by the Planning Commission with full public notice and the Board of Trustees must be approved by Ordinance.

Minor Amendments: A 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 Trustees when the Board has determined that the amendment is in the public interest.

Criteria

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

- a. All involved lands must be part of a previously approved plan.
- b. No additional lot, parcel or building site is created.
- c. The lot, parcel or tract areas, street frontage or percent of common open space, shall not be reduced by more than 10 percent.
- d. 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.
- e. The revisions do not conflict with any major requirement or condition of the approved final Planned Development plan.
- f. 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.

- g. The revisions are street name changes only.
- h. The revision is a plan title change only.

The staff feels that the present minor amendment criteria are sufficient for truly minor revisions such as typographical errors or minor errors of omission. However, they do not provide for revisions that are justified by a hardship or special circumstances that do not significantly revise the intent of the approved plan.

An example may be an amendment that would allow set back reduction for a single lot within a development. The staff would not normally recommend a setback amendment just for a single lot but if there were special circumstances or a confirmed hardship, the staff response may differ.

We believe this problem can be solved by approving the following addition to the criteria for a Minor Amendment:

Exceptional narrowness, shallowness or shape of the specific piece of property, or by reason of exceptional topographic conditions or other extraordinary and exceptional situations or conditions of such piece of property, the strict application of any regulation or requirement would result in peculiar and exceptional practical difficulties to or exceptional and undue hardship upon the owner of such property.

RESOLUTION NO. 1
SERIES OF 2017

A RESOLUTION CONCERNING LAND USE REGULATIONS IN THE TOWN OF
COLUMBINE VALLEY

WHEREAS, Town staff has had an opportunity to review Article VI Section 4B, titled Minor Amendments of the Land Use Regulations of the Town of Columbine Valley; and

WHEREAS, Town staff recommends approval of an amendment to Article VI Section 4B, Minor Amendments, of the Land Use Regulations of the Town of Columbine Valley; and

WHEREAS, the Board of Trustees of the Town of Columbine Valley deems it is in the best interests of the Town to approve said amendment to the Land Use Regulations; and

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Columbine Valley, Colorado:

Article VI Section 4B1 of the Land Use Regulations is hereby amended to add the following subsection as follows:

1. Criteria

- i. Exceptional narrowness, shallowness or shape of the specific piece of property, or by reason of exceptional topographic conditions or other extraordinary and exceptional situations or conditions of such piece of property, the strict application of any regulation or requirement would result in peculiar and exceptional practical difficulties to or exceptional and undue hardship upon the owner of such property.

Section 2. Should any one or more sections or provisions of this Resolution be judicially determined invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, the intention being that the various sections and provisions are severable.

Section 3. Any and all Resolutions or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided however, that the repeal of any such Resolution or part thereof shall not revive any other section or part of any Resolution heretofore repealed or superseded.

PASSED, ADOPTED AND APPROVED by a vote of _____ for and _____ against this 21st day of March, 2017.

JD McCrumb, Clerk

Richard Champion, Mayor