TOWN OF COLUMBINE VALLEY BOARD OF TRUSTEES MEETING

September 19, 2017

AGENDA

1. ROLL CALL 6:30PM PLEDGE OF ALLEGIANCE 3. APPROVAL OF MINUTES Mayor Champion August 15, 2017 4. CITIZENS CONCERNS Mayor Champion Columbine Country Club HOA Presidents/Representatives **Public Comments** 5. MAYOR'S COMMENTS Mayor Champion 6. TRUSTEE COMMENTS 7. TOWN ADMINISTRATORS REPORT Mr. McCrumb 8. POLICE DEPARTMENT REPORT Chief Cottrell 9. TOWN TREASURERS REPORT Mr. Tempas 10. OLD BUSINESS Wild Plum Barrier Mr. Carmann Hunter Run Construction Safety Mr. McCrumb 11. NEW BUSINESS Dispatch Service IGA Chief Cottrell Gov Pilot Software Program Ms. Thelen Town Hall Maintenance Program Mr. Hayden Light Pole Replacement Program Mr. Hayden Platte Canyon Shoulder Improvements Mr. McCrumb 12. EXECUTIVE SESSION **Mayor Champion** To conference with the Town Council for the purpose of receiving legal advice and having discussions concerning negotiations under CRS 24-6-402(4) (b) and (e).

13. ADJOURNMENT

TOWN OF COLUMBINE VALLEY

BOARD OF TRUSTEES Minutes August 15, 2017

PUBLIC HEARING: Wild Plum Service Plan

Mayor Champion opened the Public Hearing at 6:00 p.m. at the Columbine Valley Town Hall, 2 Middlefield Road, Columbine Valley, Colorado. Roll call found the following present:

Trustees:

Richard Champion, Kathy Boyle, Gale Christy, Bill Dotson, Bruce

Menk, and Roy Palmer

Absent:

Dave Cope

Also present:

Lee Schiller, J.D. McCrumb, Jeff Tempas, Brent Kaslon, Bret Cottrell,

Tamara Seaver and Jonathan Heroux

The developer/applicant offered introductory comments on the Wild Plum Service Plan

Ginny Rogliano, 15 Driver Lane asked if there were any other metro districts in Columbine Valley and what control was maintained by the Town over the metro district. Staff answered that the Columbine Water and Sanitation district is a metro district and outlined Town controls via the municipal code and the service plan agreement.

Mara Marks, 8 Driver Lane asked if USACE approval might change the homes or infrastructure. The developer answered that it would not. Ms. Marks also asked if the mill levy would change beyond the boundary of the district (no) and what changes the service plan has on the FDP (limited to open space ownership and HOA vs Metro District distinctions in wording).

Bill Brittan, 11 Arabian Place expressed his concerns with the transfer of maintenance of Hunter Run Lane from the Town to the Metro District, as called for in the IGA. Mr. Brittan specifically indicating that the proposed language was not sufficient in addressing current level of service.

Tim Vandel, 14 Fairway Lane supports Polo Meadow's (Bill Brittan's) position.

There was no additional public comment.

The public hearing was closed at 6:24 p.m.

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, Kathy Boyle, Gale Christy, Bill Dotson, Bruce

Menk, and Roy Palmer

Absent:

Dave Cope

Also present:

Lee Schiller, J.D. McCrumb, Jeff Tempas, Brent Kaslon, and Bret

Cottrell

Board of Trustees August 15, 2017 Minutes Page 2

MINUTES: The minutes of the June 20, 2017 meeting were approved. The minutes of the July 3, 2017 meeting were approved. The minutes of the July 12, 2017 meeting were approved. The minutes of the July 18, 2017 meeting were approved. The minutes of the August 2, 2017 meeting were approved. The minutes of the August 9, 2017 meeting were approved.

CITIZEN CONCERNS: Michael Bratcher, General Manager of the Columbine Country Club informed the Trustees that the Club would have its grand opening on October 28 and be open for full service on November 4. The Club will be hosting events for the public/non-members in November.

Mara Marks, 8 Driver Lane asked for a slight correction to Trustee Bill #4, Item #6 should read Plat and Plan.

Ginny Rogliano, 15 Driver Lane asked for clarification of the Wild Plum construction hours.

MAYOR'S COMMENTS: Mayor Champion congratulated staff on an excellent Concerts in the Park series.

TRUSTEE COMMENTS: Trustee Christy directed the Trustees attention to a letter from the Town South Platt Working Group recognizing the Towns commitment of \$7,500 to purchase one acre-foot of storage in the Chatfield Environmental Pool.

Trustee Boyle noted that several neighbors had expressed concern about speeding on Fairway between Platte Canyon Road and the Country Club and requested a speed study be conducted.

- **TOWN ADMINISTRATOR'S REPORT:** Mr. McCrumb presented the attached report. Mr. McCrumb also introduced Drew Woodward who would be starting as an intern with the Town in two weeks.
- **POLICE CHIEF'S REPORT:** Chief Cottrell presented the attached report. The Chief also informed the Trustees that he intended to fill the 2nd part-time position (within existing budget). The new CAPS shared software programs with Arapahoe Country would be going live in November and the RMS (records) system will go live in June of 2018.

TOWN TREASURER'S REPORT: Mr. Tempas presented the June and July financials to the Trustees.

OLD BUSINESS:

Trustee Bill#3, Series 2017 Annexation (2nd Reading): Mr. Schiller presented this ordinance to the Trustees.

ACTION: upon a motion by Trustee Menk and a seconded by Trustee Dotson Trustee Bill #3, Series 2017 was unanimously approved by the Board of Trustees on $2^{\rm nd}$ reading.

Board of Trustees August 15, 2017 Minutes Page 3

Trustee Bill #4, Series 2017 FDP (2nd Reading): Mr. Schiller presented this ordinance to the Trustees. After brief discussion and several clarifying questions, the following action occurred:

ACTION: upon a motion by Trustee Dotson and a seconded by Trustee Palmer Trustee Bill #3, Series 2017 was unanimously approved by the Board of Trustees on 2nd reading with the following amendments:

- Under staff conditions section Av add the word "major" before the word amendment.
- Under Item 6: should read "Final Plat and Plan"
- Include the building height definition as a plat note.

NEW BUSINESS:

Resolution #6, Series 2017Wild Plum Service Plan: Mr. Schiller presented the resolution to the Trustees. After a brief discussion and several clarifying questions the following action occurred:

ACTION: upon a motion by Trustee Christy and a seconded by Trustee Menk Resolution #6, Series 2017 was unanimously approved by the Board of Trustees on 2nd reading with the following friendly amendments:

Trustee Palmer: leave room to adjust the IGA; change section 2 to read "The Service Plan for the District is hereby approved, subject to resolution of the issue concerning the maintenance of Hunter Run Lane and reflection of the same in the final IGA form attached to the Service Plan..."

Trustee Menk: waive the mill levy cap as permitted in the metro district ordinance and indicated as follow: Section 1.2: "The Board deems it appropriate and in the best interests of the Town to waive the mill levy cap established in Trustee Bill No. 1, Series of 2017 given the adjustment to residential assessment values which became effective during the time the Wild Plum Service Plan was pending before the Board."

Neese Landscape Easement: Mr. Kaslon presented the request for a landscape easement to the Trustees. Trustee Palmer stressed the importance of up keeping standards and asked about enforcement of such standards. Staff indicated that the Town municipal code and Brookhaven HOA restrictions enabled such enforcement. Brookhaven HOA President provided background and HOA context and indicated his support for the easement.

ACTION: upon a motion by Trustee Dotson and a seconded by Trustee Palmer the resolution was unanimously approved as presented with staff conditions.

Town Hall Generator: Mr. McCrumb presented the request to spend an additional \$10,000 on the purchase and installation of an appropriately sized generator for Town Hall. After asking clarifying questions the Trustees took the following action:

ACTION: upon a motion by Trustee Christy and a seconded by Trustee Menk the Trustees approved (4-1, Palmer nay) an additional \$10,000 for the purchase and installation of a generator for Town Hall.

Board of Trustees August 15, 2017 Minutes Page 4

Trustee Palmer stated his "no" vote was a vote of principal stating that he would not vote for any additional capital spending until a revenue forecast was presented to the trustees.

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:36 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

September 2017



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

Tel: 303-795-1434 Fax: 303-795-7325

jdmccrumb@columbinevalley.org



Communications & Happenings

• The fall newsletter was delayed by one month as staff wanted to include several updates that were not ready for publication by the September 1 deadline. The newsletter will be available in the 1st week of October.



2017 Town Goal Tracking:

35 Goals Set;

32 Goals in Progress;

14 Goals Completed (40%)

- Thanks again to Vectra Bank and ABC Investments Team with REMAX Professionals for their support of the 2017 Summer Concerts in the Park series, and to everyone who attended on of these great events.
- Riley McCormick and Drew Woodward will start their internships with the Town and are already hard at work. Riley will be working on projects including: Emergency Management, an FAQ database, a

volunteer program, a communications program, and a local government 101 presentation. Drew will focus his efforts on a new Trustee orientation, Town standard operating procedures, a records retention policy and HOA outreach and engagement.

Administrative staff evaluations begin in October. Staff evaluations occur in three
parts, a self evaluation, an evaluation by the Town Administrator and a collaborative goal setting process between employee and supervisor. This process will be
completed in November. The established goals will be utilized in 2018.

Top Pages Community Updates Municipal Court Development Updates

Town Website

August Statistics

4,031

Total Visits

4,519

July Page Views

Documents

Citizen Contacts:

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

⇒ Building Department: 111

⇒ Comm. Development: 82

⇒ Public Works: 73

⇒ Municipal Court: 31

⇒ Other: 141



Building Department

Monthly Stats

16 Permits Issued

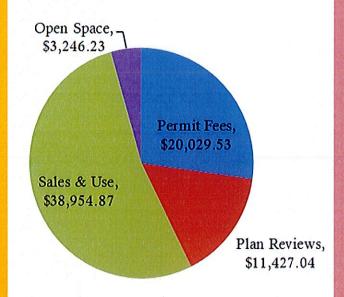
- New SFR: 1
- Major Remodels: 1
- New Roofs: 1
- Other/Misc.: 13

122 Inspections

7 Licenses Issued

- General: 1
- Electrician: 4
- Plumbers: 0
- Mechanical: 2
- Roofer: 0

August Permit Rev.: \$73,657.67

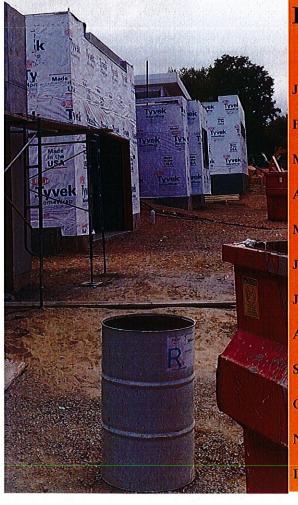


Willowcroft Manor

- 41 Total Lots
- 41 Permits Issued
- O Permits Pending
- 33 Completed Homes
- 32 Occupied Homes

Wilder Lane

- 24 Total Lots
- 10 Permits Issued
- O Permit Pending
- 5 Completed Homes
- 5 Occupied Homes



Building Department Revenue by Month

	<u>2016</u>	2016 YTD	2017	<u>2017 YTD</u>
January	\$2,304.44	\$2,304.44	\$19,908.26	\$19,908.26
February	\$8,570.86	\$10,875.30	\$56,545.98	\$76,454.24
March	\$84,269.53	\$95,144.83	\$45,844.32	\$122,298.56
April	\$64,831.11	\$159,975.94	\$164,185.81	286,484.37
May	\$45,799.17	\$205,775.11	\$129,819.95	\$416,304.32
June	\$30,756.68	\$236,531.79	\$21,136.83	\$437,441.15
July	\$327,329.37	\$563,861.16	\$14,030.74	\$438,844.89
August	\$83,947.48	\$647,808.64	\$73,657.67	\$512,502.56
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>	2016 YTD	<u>2017</u>	2017 YTD
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	\$8,867.00	\$18,941.22
April	\$4,323.50	\$19,653.49	\$6,755.00	\$25,696.22
May	\$1,862.25	\$21,515.74	-\$905.00 *	\$24,791.22
June	\$3,638.78	\$25,154.52	\$5,767.00	\$30,558.22
July	\$8,590.86	\$33,744.88	\$5,061.25	\$35,619.47
August	\$5,843.61	\$39,588.49	\$6,146.75	\$41,766.42
September	\$6,111.98	\$45,700.47		

<u>J</u>	uly Monthly Stats	
•	Total paid before Court:	43
•	Total on docket:	41
•	Cases heard by Judge:	26
•	Continuances:	1
•	Failure to Appears:	1
•	Stay of Executions:	4
•	Classes Ordered:	8
•	Bench Warrants:	6
•	Trials:	1

Public Works Department

- Work on the 2017 Pavement Program is scheduled for September. Concrete work, including the new drainage pan south of the Country Club has been completed. Roads to be resurfaced, including Middlefield from Aljor to Bowles, all of Club Lane and Fairway from Club Lane to #39 will see work on the following days, weather permitting:
 - ⇒ Sept. 20: Mill one lane of all roads
 - ⇒ Sept. 21: Mill second lane of all roads
 - ⇒ Sept. 22: Mobilize all traffic control equipment.
 - ⇒ Sept. 23: Pave one lane of all roads
 - ⇒ Sept. 24: Pave second lane of all roads
 - ⇒ Residents are being asked not to park on the roads on the days listed above, and are encouraged not to drive on or through freshly poured pavement for approximately one hour after it is poured.
 - ⇒ CVPD will not be issuing overnight parking tickets from Sept 20-24 to allow impacted residents to park on the streets and not track asphalt onto their driveways and to be sure their cars are not towed if parked in a construction area.
 - ⇒ Notices have been sent to all HOA Presidents with this information and reminders or updates will be sent as needed. Door hangers will also be distributed to all impacted homes the week work begins.
 - ⇒ Street painting will be conducted by the City of Littleton in mid to late October. Street sweeping has been scheduled for October.
- A recent speed survey on Fairway Lane, near #13, demonstrated that speeds
 along that stretch of road have actually decreased slightly from two years
 ago when a similar study was conducted. Results will be distributed to the
 Trustees at the September meeting.



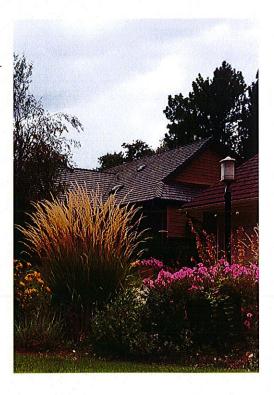
Community Development

Wilder Lane

• The existing roadway asphalt and drainage pan cracking along Wilder Lane, and conformance with Town roadway standards, remains a problem. The developer has been asked to review the Town's concerns about the pavement. This month ICON Engineering will meet with Bryan Construction at the project site to discuss pavement re-evaluation and an action plan for repairs.

Willowcroft Manor

Town staff will continue to meet with representatives of the Willowcroft
Manor HOA committees (landscaping, irrigation, streets/sidewalks) to
expand a Punch List for remaining work to be performed by the developer.
Pete Klymkow, Director of Land and primary construction contact, ended
employment with Taylor Morrison on September 15. Town Staff will
need to coordinate Punch List items with a new Taylor Morrison representative.



Wild Plum Farm

- Following the Trustee's approval of the Final Plan and Final Plat, the staff has been working on the normal post approval
 documents which are:
 - Subdivision Improvements Agreement (SIA). The staff has reviewed the draft Exhibit B which is the list of public improvement to be constructed with quantities and cost estimates. Staff has forwarded comments and revisions to Cal Atlantic.
 - Covenants (CC&R's). The staff reviews the CC&R's to insure that they are consistent with the Town Regulations
 and the approved Final Plan and Plat. Board approval of the CC&R's is not required but the Board is informed if
 there are any concerns the Trustee's need to address. The Town Planner has completed his review and forwarded his
 comments to the Town Attorney.
- Enertia Consulting Group has been coordinating final design changes with ICON Engineering. Stormwater updates include: revised inlet design, new inlet layout at Fairway Lane, and modifications to water quality swales/facilities. Proposed roadway design at Fairway Lane and consideration of Town Pavement Program have also been discussed.



TOWN OF COLUMBINE VALLEY ACTIVITY REPORT

2017

PARKING PARKING FOR SIGN & LIGHT MMONS S OF GASOLINE PURCHA SOF GASOLINE PURCHA NORKED VORKED 758. VORKED 758. 2	FEB	MAR	APR	MAY	NOC	JUL	AUG	SEP	OCT	VOV	DEC	Total
 	43	79	36	53	48	50	61	0	0	0	0	393
PERFORMING ALLEY SUMMONS ALLEY SUMMONS MMONS OF GASOLINE PURCHA OF GASOLINE PURCHA ORKED ORKED ORKED JRS URS	12	11	13	7	9	10	14					81
ALLEY SUMMONS MMONS OF GASOLINE PURCHA ORKED ORKED JRS URS	4	8	5	19	3	19	18					81
ALLEY SUMMONS MMONS MMONS OF GASOLINE PURCHA IVEN IVEN IVEN IVEN IVEN IVEN	_	0	3	3	ယ	2	သ					16
ALLEY SUMMONS MMONS R OF GASOLINE PURCHA IVEN IVEN IVEN IVEN IVEN IVEN IVEN IVEN	15			16	13	8	17					127
ALLEY SUMMONS MMONS R OF GASOLINE PURCHA IVEN IVEN IVEN IVEN IVEN IVEN IVEN IVEN	11			8	20	11	9					88
MMONS R OF GASOLINE PURCHA IVEN IVEN	38			33	27	30	38					266
OF GASOLINE PURCHA	5		18	20	21	20	23					127
OF GASOLINE PURCHA												
DEMEANOR ONY ONY RRANTS RENILE GALLONS OF GASOLINE PURCHA MILES DRIVEN HOURS WORKED HOURS WORKED RETURNS WORKED RETURNS WORKED RETURNS WORKED	3	3	6	3	3	6	0	0	0	0	0	26
GALLONS OF GASOLINE PURCHA MILES DRIVEN HOURS WORKED SULAR HOURS RTIME HOURS	2	2	3	1	2	1						11
ENILE GALLONS OF GASOLINE PURCHA MILES DRIVEN HOURS WORKED ULAR HOURS RTIME HOURS	0	0	1	0	0	1						2
GALLONS OF GASOLINE PURCHA MILES DRIVEN HOURS WORKED ULAR HOURS RTIME HOURS	1	1	2	1	0	3						10
GALLONS OF GASOLINE PURCHA MILES DRIVEN HOURS WORKED JULAR HOURS RTIME HOURS	0	0	0	1	1	1						З
MILES DRIVEN HOURS WORKED SULAR HOURS RTIME HOURS	0	0	0	0	0	0						0
MILES DRIVEN HOURS WORKED ULAR HOURS RTIME HOURS												
MILES DRIVEN HOURS WORKED ULAR HOURS RTIME HOURS	444.8	492.6	570.7	477.2	497.44	389.6	282.66					3709.55
HOURS WORKED WILAR HOURS RTIME HOURS	4500	T	Т	5073	2052	3/33	2051					37100
VORKED URS DURS	4000	0200	010/	00/0	Jeso	2040	000					37 133
DURS	850.8	943.0	1051.0	960.0	986	968.5	936	0	0	0.0	0	7480.8
OURS	842	927.5	1048	948.5	974	967.0	927					7392.5
	8.75		3	11.5	12	1.5	9					88.25
סרוסרס												
I O I AL ASSISTS RENDERED 4	5	8	3	7	4	5	5	0	0	0	0	41
ARAPAHOE COUNTY SHERIFF 4	4	5	2	4	2	2	4					27
LITTLETON POLICE DEPARTMENT 0	1	3	1	3	1	3	_					13
SHERIDAN 0	0	0	0	0	0	0	0					0
OTHER 0	0	0	0	0	_	0	0					٦
BOW MAR CALLS 46		43	26	29	37	32	39					282
BRET COTTRELL, CHIEF	30											

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

		To	tals
		August 31,	December 31,
Assets	200	2017	2016
Cash and investments	\$	1,945,718	1,474,091
Other receivables		20,441	133,586
Property taxes receivable		2,781	328,683
Property and equipment, net	-	2,380,367	2,380,366
	\$	4,349,307	4,316,726
Liabilities and Equity Liabilities:			
Accounts payable	\$	12,910	57,756
Accrued liabilities	•	48,118	33,307
Deferred property tax revenue		2,781	328,683
Fund balance:			
Reserved - TABOR emergency		56,657	56,657
Conservation Trust		26,311	23,051
Arapahoe County Open Space		360,063	324,700
Unavailable - Fixed assets net of outstanding long term debt		2,380,367	2,380,366
Unreserved		1,462,100	1,112,206
Total equity	· ·	4,285,498	3,896,980
	\$	4,349,307	4,316,726

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

Eight Months Ended August 31, 2017 **August Totals** Revenue 2017 2016 Budget Actual Variance Taxes: Property taxes \$ 4,302 5,231 312,249 325,872 13,623 1,649 14,336 Specific ownership taxes 258 15,654 1,318 Sales and use tax 416,103 88,103 45,642 70,185 328,000 Utility franchise fees 1,419 2,500 32,000 27,194 (4,806)Cable television 61 14,000 15,181 1,181 Permits and fines: Permits, fees and services 92,000 253,536 161,536 35,108 36,309 **Fines** 6,147 5,844 48,000 45,487 (2,513)Intergovernmental: Bow Mar IGA 231,162 65,228 231,162 State highway user's tax (2,132)3,527 30,664 22.168 (8,496)County highway tax revenue 10,800 11,783 983 Motor vehicle registration fees (692)437 4,000 3,308 24 State cigarette tax apportionment 108 536 (536)Conservation Trust Fund entitlement 3,000 3,196 196 Arapahoe County Open Space shareback 33,238 3,238 30,000 Interest income 8,769 2,520 682 3,433 5,336 Other 18,777 8,241 555 188 10,536 Total revenue 93,844 191,949 1,166,619 1,431,428 264,809 Expenditures Current: Public safety 41,978 42,738 440,143 391,314 48,829 5,929 Sanitation 70 6,070 50,000 44,071 349,097 448,310 (99,213)Administration 65,914 34,649 46,000 38,571 7,429 Planning and zoning 13,172 1,338 Public works 7,011 7,385 254,444 74,937 179,507 Economic incentive Other - rounding (1) (2)Capital outlay 3,710 53,000 45,708 7,292 Capital expenditures Conservation Trust Fund expenditures 6,000 6,000 95,888 1,198,684 1,042,911 155,773 Total expenditures 128,144 (34,300)96,061 388,517 420,582 Excess of revenue over expenditures (32,065)Major projects Excess of revenue over (under) expenditures and major projects (34,300)96,061 (32,065)388,517 420,582 168,990 Fund balance - beginning of period 1,939,431 1,679,913 1,347,624 1,516,614 Fund balance - end of period \$ 1,905,131 1,775,974 1,315,559 1,905,131 589,572

TOWN OF COLUMBINE VALLEY GENERAL FUND SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL EIGHT MONTHS ENDED AUGUST 31, 2017 AND 2016

	August	August	Ä	ght Months Ende August 31, 2017	d
	2017	2016	Budget	Actual	Variance
Public safety:					
Automotive expenses	1,720	1,280	23,250	15,724	7,526
Salaries and benefits	36,794	37,029	351,951	322,460	29,491
Municipal court	1,080	3,314	28,336	24,226	4,110
Other	2,384	1,115	36,606	28,904	7,702
	41,978	42,738	440,143	391,314	48,829
Sanitation	70	6,070	50,000	44,071	5,929
Administration:					
Legal	13,837	2,410	32,000	48,029	(16,029)
Accounting and audit	750	1,100	18,800	23,500	(4,700)
Inspection	20,313	11,943	46,000	104,842	(58,842)
Town administration	19,368	16,552	178,167	177,190	977
Insurance and bonds	821	615	19,336	17,199	2,137
Office supplies and miscellaneous	6,800	(644)	25,672	44,707	(19,035)
County Treasurer's collection fees	44	54	3,122	3,260	(138)
Rent and building occupancy costs	3,981	2,619	26,000	29,583	(3,583)
	65,914	34,649	349,097	448,310	(99,213)
Planning and zoning					,
Planner and Engineering	13,172	1,338	46,000	38,571	7,429
Public works:					
Street repairs and maintenance	1,206	6,177	220,436	24,040	196,396
Street lighting	971	1,118	10,000	8,441	1,559
Weed and tree removal	1,334	554	12,336	18,887	(6,551)
Other	3,500	(464)	11,672	23,569	(11,897)
	7,011	7,385	254,444	74,937	179,507
Economic incentive		_			\$2000 E
Other - rounding	(1)	(2)	-	-	5
	(1)	(2)	-	-	-
Capital expenditures:	, ,				
Public safety	=	-	43,000	41,007	1,993
Administration	900	3,710	10,000	4,701	5,299
Public works	_	_	T=	-	-
ex Produce of Administration (Administration (Administration)	.	3,710	53,000	45,708	7,292
Conservation Trust Fund expenditures	-		6,000	-	6,000
Total averanditures	100 111	05.000	1 100 001	4.040.044	
Total expenditures	128,144	95,888	1,198,684	1,042,911	155,773
Major projects:					
Town Hall remodel	-	=	-	-	·
	-	-	-		
	<u> </u>	-	-	-	
Total expenditures and major projects	128,144	95,888	1,198,684	1,042,911	155,773

TOWN OF COLUMBINE VALLEY SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL EIGHT MONTHS ENDED AUGUST 31, 2017 AND 2016

	August	August	•	ht Months Ende	d
	2017	2016	Budget	Actual	Variance
Public Safety:					
Automotive expenses:				85000 II 0310000	77-77-77-2012-7
Cruiser gas/oil/maintenance	1,720	1,280	20,000	12,474	7,526
Cruiser insurance	-	-	3,250	3,250	•
	1,720	1,280	23,250	15,724	7,526
Salaries and benefits:					
Salaries	29,502	30,962	276,923	260,157	16,766
Pension plan	2,565	2,502	27,692	26,200	1,492
Health/workman's comp insurance	4,727	3,565	47,336	36,103	11,233
	36,794	37,029	351,951	322,460	29,491
Municipal court:					
Municipal court - judge	750	750	6,000	6,000	1 =
Municipal court - legal	130	2,319	18,336	16,406	1,930
Municipal court - other	200	245	4,000	1,820	2,180
	1,080	3,314	28,336	24,226	4,110
Other:					
Uniforms	273	1,792	5,336	3,846	1,490
Education/training	-	7-	5,000	1,649	3,351
Arapahoe County dispatch fee	-	-	13,190	13,190	-
Supplies/miscellaneous	2,111	(677)	13,080	10,219	2,861
3	2,384	1,115	36,606	28,904	7,702
Administration:					
Town administration:					
Salaries - administration	13,417	10,313	128,077	118,093	9,984
FICA/Medicare - administration	1,937	1,771	10,246	12,605	(2,359)
Health insurance - administration	2,640	1,312	20,000	24,285	(4,285)
Pension - administration	878	655	6,404	7,490	(1,086)
Telephone/communications	(300)	703	3,664	2,405	1,259
Computer expense	441	1,713	3,336	5,602	(2,266)
Election expense	-		2,000	-	2,000
Dues and publications	355	85	4,440	6,710	(2,270)
,	19,368	16,552	178,167	177,190	977
Office supplies and miscellaneous:					
Advertising/notices	113	=	336	423	(87)
Miscellaneous	6,323	(1,031)	20,000	40,345	(20,345)
Supplies - administration	364	387	5,336	3,939	1,397
сарриос аантинская	6,800	(644)	25,672	44,707	(19,035)
Legal	13,837	2,410	32,000	48,029	(16,029)
Accounting and audit	750	1,100	18,800	23,500	(4,700)
Inspection	20,313	11,943	46,000	104,842	(58,842)
Insurance and bonds	821	615	19,336	17,199	2,137
County Treasurer's collection fees	44	54	3,122	3,260	(138)
Building occupancy costs	3,981	2,619	26,000	29,583	(3,583)

TOWN OF COLUMBINE VALLEY SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL EIGHT MONTHS ENDED AUGUST 31, 2017 AND 2016

			Eigl	ht Months Ende	d
	August	August	A	ugust 31, 2017	
_	2017	2016	Budget	Actual	Variance
Public works:					
Street repairs and maintenance:					
Street/gutter maintenance	505	2,690	200,000	17,521	182,479
Snow removal	-		8,100	2,239	5,861
Striping	-	2,285	2,000	-	2,000
Signs maintenance	552	414	2,000	1,933	67
Vehicle maintenance	149	703	2,336	2,347	(11)
Other drainage	<u> </u>	85	5,000	-	5,000
Street cleaning	-	-	1,000	-	1,000
_	1,206	6,177	220,436	24,040	196,396
Street lighting	971	1,118	10,000	8,441	1,559
Ground maintenance	1,334	554	12,336	18,887	(6,551)
Other:					
Miscellaneous minor public works	2,593	(1,155)	4,000	19,885	(15,885)
Storm water permit process	907	191	3,336	3,684	(348)
Professional fees	-	500	4,336	-	4,336
_	3,500	(464)	11,672	23,569	(11,897)
Capital and Conservation Trust Fund:		20.000			•
Capital expenditures:					
Administration	-	3,710	10,000	4,701	5,299
Public safety	-	1	43,000	41,007	1,993
Public works	-	2-	-(1	-	-
_	-/	3,710	53,000	45,708	7,292
Conservation Trust Fund expenditures:					
Miscellaneous			6,000	-	6,000
_	-	8-	6,000	-	6,000



Request for Board of Trustee Action

Date: September 19, 2017

Title: Wild Plum Emergency Access Barrier Options

Presented By: Troy Carmann, Town Engineer

Prepared By: Aaron Bousselot, ICON Engineering

Background: As a condition of approval of the Wild Plum development, 1st reading

on July 18, 2017 and 2nd reading August 15, 2017, staff was to

identify options for a barrier to block non-emergency vehicular traffic

from accessing the emergency access within the development.

Attachments: 3 pages of bollard/gate options

Map of proposed bollard/gate locations

Email communication regarding Fire Dept. approval

Fire Dept. letter dated 6/30/17 Rendering of Emergency Access

Fiscal Impacts: Purchase and installation costs to be paid by developer, ongoing

maintenance costs are the responsibility of the Town and are not

known.

Recommended Action(s): Provide direction to staff and/or developer as to what product should

be installed or what additional information is desired prior to final

action by the Trustees.

Automatic Bollards (Pneumatic)



ITEM	QUANTITY	PAY UNIT	UNIT COST	COST	COMPANY
Bollards	3	EA	\$ 4,017.00	\$ 12,051.00	CALPIPE
Control System	1	EA	\$26,500.00	\$ 26,500.00	CALPIPE
Heaters	3	EA	\$ 200.00	\$ 600.00	CALPIPE
Opticom	1	EA	\$ 2,540.00	\$ 2,540.00	Advanced Traffic Products
Equipment Total			4.	\$ 41,691.00	

 Equipment Total
 \$ 41,691.00

 Install Estimate
 \$ 50,000.00

 Total Cost
 \$ 91,691.00

- Bollards, Control System, heating units sold separately
- Opticom Compatible
- Pneumatic system, more reliable with infrequent use, can be programed for occasional cycle.
- Heating units required for use in Colorado
- Reviewed and accepted by Littleton Fire Rescue

Contact:

Calpipe Bollard Lori Galindo (877) 283-8518 ext. 238 l.galindo@calpipe.com

Automatic Bollards (Hydraulic)



ITEM	QUANTITY	PAY UNIT	UNIT COST	COST	COMPANY
Bollard Kit (3 Bollards)	1	EA	\$ 6,966.67	\$ 20,900.00	Aventura
Heaters	3	EA	\$ 200.00	\$ 600.00	CALPIPE
Opticom	1	EA	\$ 2,540.00	\$ 2,540.00	Advanced Traffic Products

Equipment Total	\$ 24,040.00
Install Estimate	\$ 50,000.00
Total Cost	\$ 74,040.00

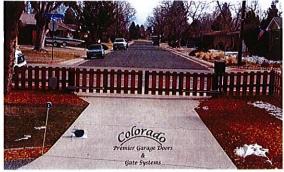
- Bollards and Control System sold as kit
- Light duty system
- Heating units sold separately
- Hydraulic system requires regular weekly usage to keep system operational
- Heating units required for use in Colorado

Contact:

Aventura Bollard Kevin Lichtman 631-300-4000 ext. 7117 klichtman@ati247.com

Automatic Sliding or Swinging Gate



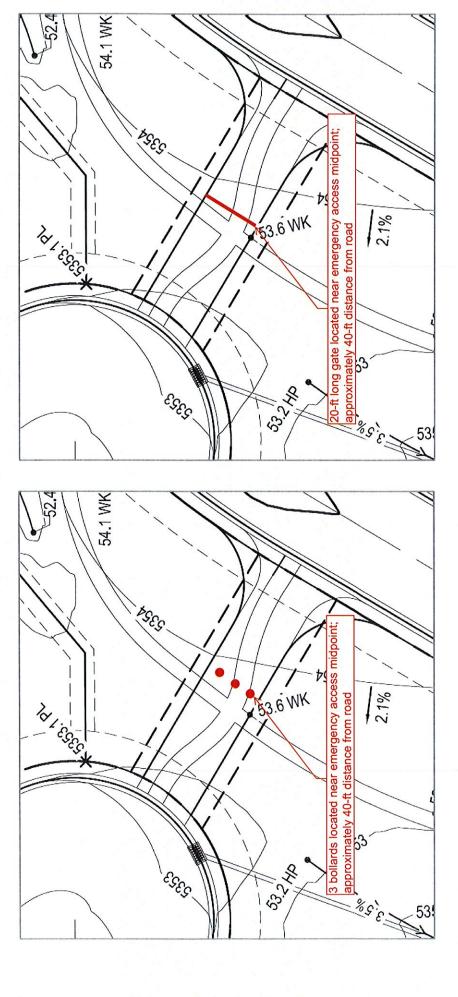


- Sliding gates hold up better under low maintenance, work better in deep snow
- Safety features
 - o Opticom
 - o Backup Battery, if battery fails, gate opens
 - o Knox Box
 - o UL Compliant (Safety compliance for residential area)
- Visually appealing 4 foot tall gate
- Complete system cost, installed, \$25,000

Contact:

Colorado Premier Garage Doors TJ

303-458-5600



Automatic Gate

Automatic Bollards

JD McCrumb

From: Sent: To: Subject:	Aaron Bousselot <abousselot@iconeng.com> Wednesday, September 06, 2017 3:21 PM JD McCrumb; Jeremy Hayden FW: Town of Columbine Valley - Wild Plum Emergency Access Automatic Barrier</abousselot@iconeng.com>
FYI- see response from Little Fire	regarding automatic bollard product information we sent for them to review.
Thanks,	
Aaron Bousselot, PE, CFM Project Manager	
CO ENGINEERING, INC 7000 S. Yosemite Street Suite 120 Ofc 303-221-0802 Ext.209 Web www	
From: Timothy Stover [mailto:tst Sent: Wednesday, September 06 To: Aaron Bousselot Cc: direland@littletongov.org Subject: Re: Town of Columbine	
•	ms #2 and 3 in our letter dated 6-30-2017 are met. I would like to have some facture verifying the opticom and electronic Knox Key switch will work.
Tim Stover Division Chief/Fire Marshal Littleton Fire Rescue 2255 W Berry Ave. Littleton, CO 80120 303-795-3862 littletongov.org Twitter Facebook YouTu	

Good afternoon Tim,

On Tue, Sep 5, 2017 at 4:34 PM, Aaron Bousselot abousselot@iconeng.com> wrote:

Since our last meeting with Littleton Fire Rescue and the written response you provided on June 30 (attached), Town staff has been reviewing automatic barrier options. We would like your thoughts on the following automatic bollard product:

Calpip Industries

- 6" Diameter Pneumatic/Automatic Retractable Bollards in Type 304 Stainless Steel -Calpipe Model #-"STP6000-A SS304 NO LED"
- Heater Package, operating at 24V
- Pneumatic Bollard Operating System housed in an approx. 48" X 48" Stainless Steel Enclosure
- Opticom and Knox Box included

Attached are .pdf files with additional product information.

At your earliest convenience, please review and let us know if you have questions or need additional information.

If possible we would like your initial feedback before September 12, in preparation for a Board Meeting

Thanks!

Aaron Bousselot, PE, CFM

Project Manager

ICO № ENGINEERING, INC.

7000 S. Yosemite Street | Suite 120 | Centennial CO 80112

Ofc | 303-221-0802 Ext.209 | Web | www.iconeng.com | Email | abousselot@iconeng.com

Sender and receiver should be mindful that a Colorado Open Records Act, S 24-72-100.1	all my incoming and outgoin, et seq.	ng emails may be subject	to the



City of Littleton Division of Fire Prevention And Life Safety

2255 W Berry Ave Littleton, CO 80120 303-795-3800



June 30, 2017

Wild Plum Development RE: Emergency Fire Access

JD Mccrumb:

This response is in follow up to our meeting today to clarify the comments on the emergency access requirements sent to you on April 27, 2017.

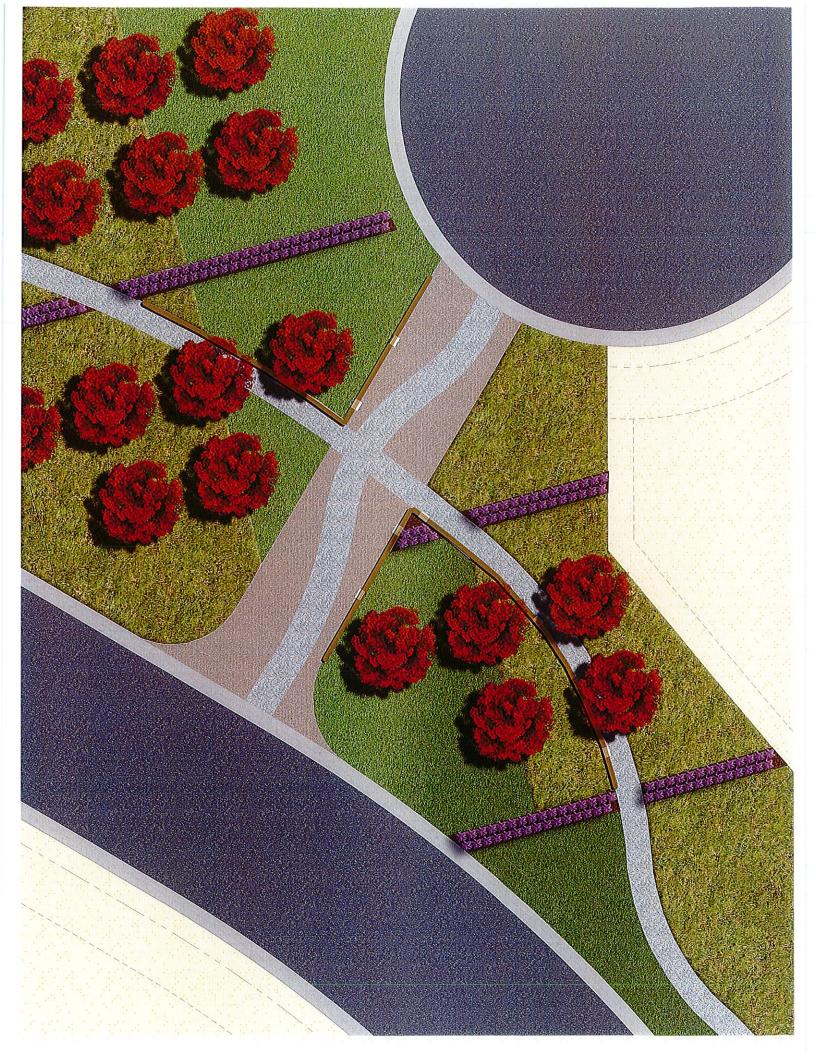
Littleton Fire preference is not to have any type of ballard's or gates that slow down or interfere with access or response times to an emergency response. However, if the decision is to add some type of access control through an emergency access point, we do have specific requirements that shall be met.

- 1. As soon as construction starts to go vertical, the emergency access road shall be in place (if temporary it shall meet the 75,000 pound load requirements) and be completed prior to access control devices being installed.
- 2. Access control devices shall meet the following requirements:
 - a. Opticom receiver to automatically open the access control device
 - b. Knox key control switch with battery backup for manual operation
- 3. Ballard's, chains etc that require manually removing the device are not permitted
- 4. All access control devices shall be submitted to Littleton Fire for review and approval
- 5. Access through the emergency access road shall be maintained at all times. (i.e. snow removal, pavement maintenance, Etc.)

Please feel free to contact me with any questions or concerns.

Sincerely, Timothy Stover Division Chief/Fire Marshal Littleton Fire Rescue 303-795-3862 tstover@littletongov.org

Our Mission: "To Serve with Pride and Honor to Protect our Community"











Request for Board of Trustee Action

Date:

September 19, 2017

Title:

Wild Plum/Hunter Run Safety Options

Presented By:

J.D. McCrumb, Town Administrator

Prepared By:

J.D. McCrumb, Town Administrator

Background:

As a condition of approval of the Wild Plum development, 1st reading on July 18, 2017 and 2nd reading August 15, 2017, staff was to identify options to address Polo Meadow safety concerns at the intersection of Hunter Run and Thoroughbred Run for the duration of land/infrastructure development. The land/infrastructure development ends with the final placement of street pavement and does not include vertical construction. Cal Atlantic estimates this period will last from 9-15 months.

Options:

Option 1; Temporary traffic light at the intersection. This is the option preferred by the Polo Meadows HOA. As proposed by Cal Atlantic the light would remain green on Hunter Run and only change to red when a car is waiting to exit the Polo Meadows neighborhood. See the attached plans and comments from the Town's traffic engineer.

Option 2; Use of flaggers at the intersection "during significant truck activity". Neither the HOA or developer provided any definition for "significant truck activity" at the time of this memos publication. Town staff suggests significant activity would be defined as 10 or more over-sized trucks during any 60 minute window. The approved Construction Management Plan already defines oversized and restricts the hours in which these trucks can operate (see attached).

Option 3; Placement of a 3-way stop sign at the intersection. This option was not favored by residents living along Hunter Run as it will require all vehicles, construction and otherwise, to come to a full stop 24/7 causing unwanted noise and air pollution. Like the other options, the stop sign would be in place for the duration of land/infrastructure development and will be re-evaluated at the end of that period.

The selected option(s) will become a part of the approved Construction Management Plan. Like all aspects of the CMP, the

Hunter Run safety measures can be changed with Trustee approval as future conditions dictate.

Attachments:

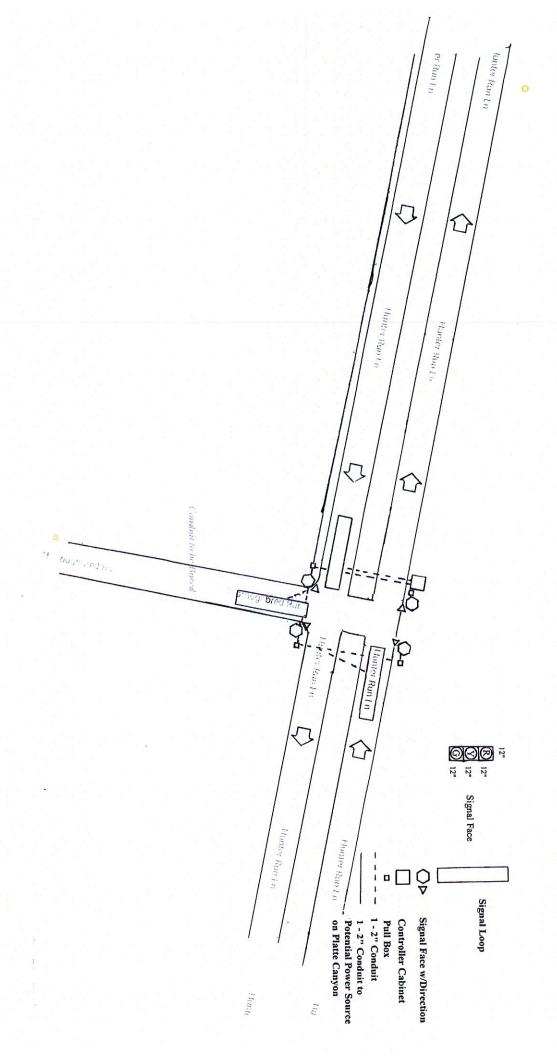
Traffic Light Proposal from Cal Atlantic

Responses from Town's Traffic Engineer re: options 1,2 and 3 Section 4.2 of the approved Construction Management Plan Comprehensive list of additional options with pros/cons and

illustrations

Recommended Action(s):

Direct staff as to what safety measures will be put in to place on Hunter Run at Thoroughbred Run and direct staff to amend the approved Construction Management Plan accordingly.



Large Single Door



APPLICATION - NEMA 3R

APX Enclosures, Inc. 3R large single door enclosures are designed to house electronic controls, terminals, and instruments, and to provide protection from rain, sleet, snow, dripping water and corrosion, while providing ventilation.

INDUSTRY STANDARD:

U.L. Type 3R, 4X

STANDARD CONSTRUCTION:

(For details see specification sheets.)

A. ENCLOSURE:

- The complete enclosure is made from .125" thick aluminum alloy type 5052-H32 to provide a strong and rigid construction. Alternative material is 14 gauge type 304 stainless steel. (Specifier must choose the material to be used.)
- Each enclosure is equipped with two adjustable "C" mounting channels on both side walls, and back wall, providing versatile positioning of shelves, or optional panels or rack mounting angles.
- The door frame opening is double flanged on all four sides. These flanges increase the strength of door opening and help prevent dust and liquids from dropping into the enclosure when the door is opened.
- 4. All exterior seams are ground smooth or sealed weathertight with silicone sealant.
- 5. Pole or wall mounted enclosures have welded stiffener plates to reinforce the top and bottom of rear wall. Welded bottom plates are standard on pole mounted enclosures. A removable bolt-on bottom plate is available as an option.
- (3R only) Enclosures have provisions for mounting a forced-air fan system that can be thermostatically controlled, and air is exhausted through a slotted vent system in the roof overhang.

B. DOOR:

- 1. All doors are equipped with a three-point latching mechanism with nylon rollers at the top and bottom.
- 2. Each door handle is .75" stainless steel round bar and has provisions for a padlock.
- 3. (3R only) The standard main door lock is Corbin #1548-1 or equal.
- 4. (3R only) A louvered air vent with filter-retaining brackets and a disposable paper filter element is provided.
- The main door is sealed with closed-cell neoprene gasket.
- 6. The continuous door hinge is .075" thick stainless

APPLICATION - NEMA 4X

APX Enclosures, Inc. 4X large single door enclosures are designed to house electronic controls, terminals, and instruments, and to provide protection from rain, sleet, snow, dripping water and corrosion, as well as hosedown, splashing water, oil or coolant seepage.

NEMA 3R SHOWN





steel with a .25" stainless steel hinge pin.

- 7. The switch compartment with removable back panel is standard and also made from .125" thick aluminum alloy type 5052-H32. This back can optionally be replaced with a clear lexan window to provide for limited access inspection of operating components or instrumentation.
- 8. The switch compartment door hinge is 14 gauge stainless steel with a .120 stainless steel hinge pin.

C. FINISH:

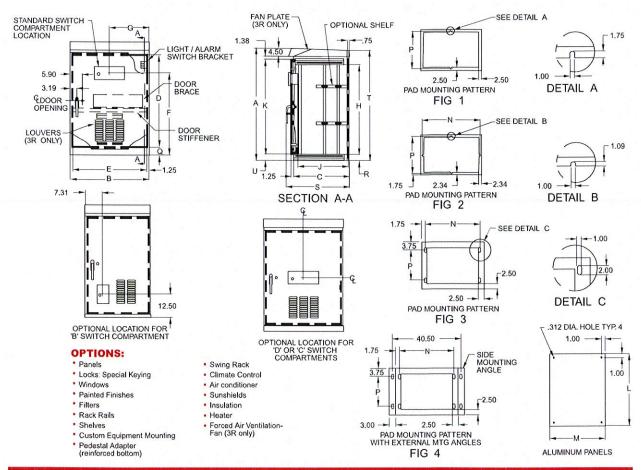
- 1. Natural aluminum enclosures are mill finish per federal specification QQA-250/8.
- 2. Painted enclosures are treated with an iron phosphate coating and dried by radiant heat.

FOR NEMA TYPE 4X RATING:

DELETE all vents and main door lock (Corbin #1548-1), and Corbin R357SGS switch compartment lock. **ADD** Chicago #1703-100-G switch compartment lock. All through holes are sealed.

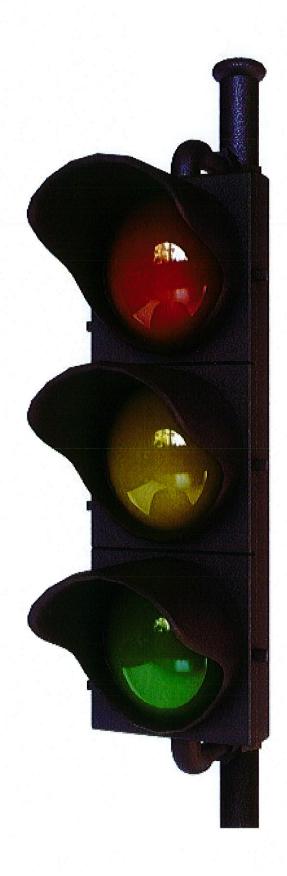


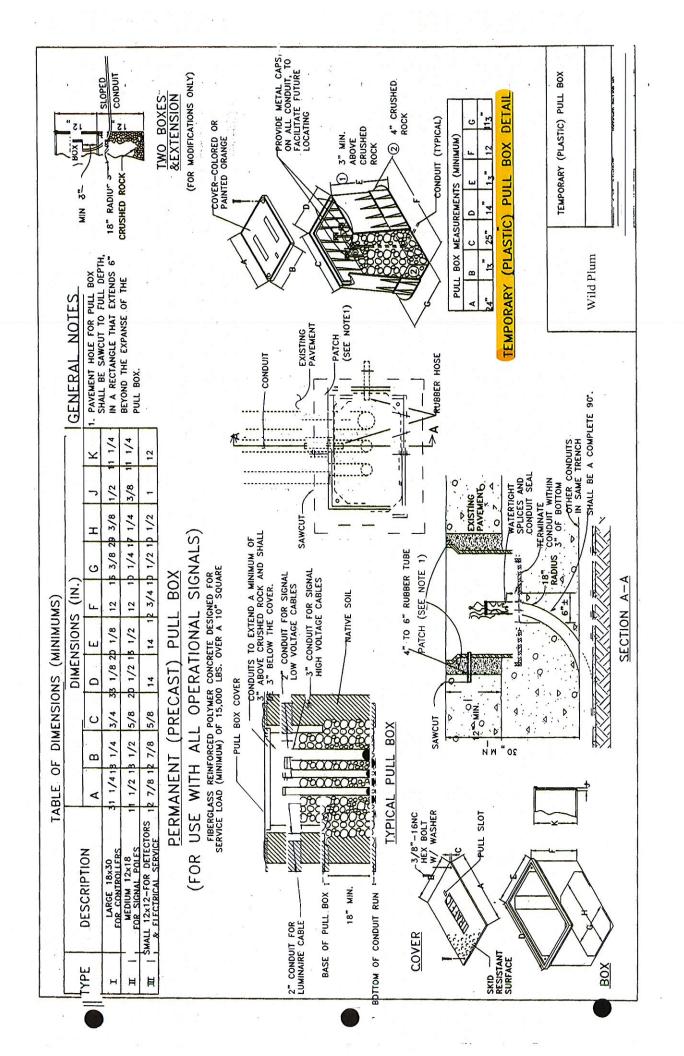
Large Single Door

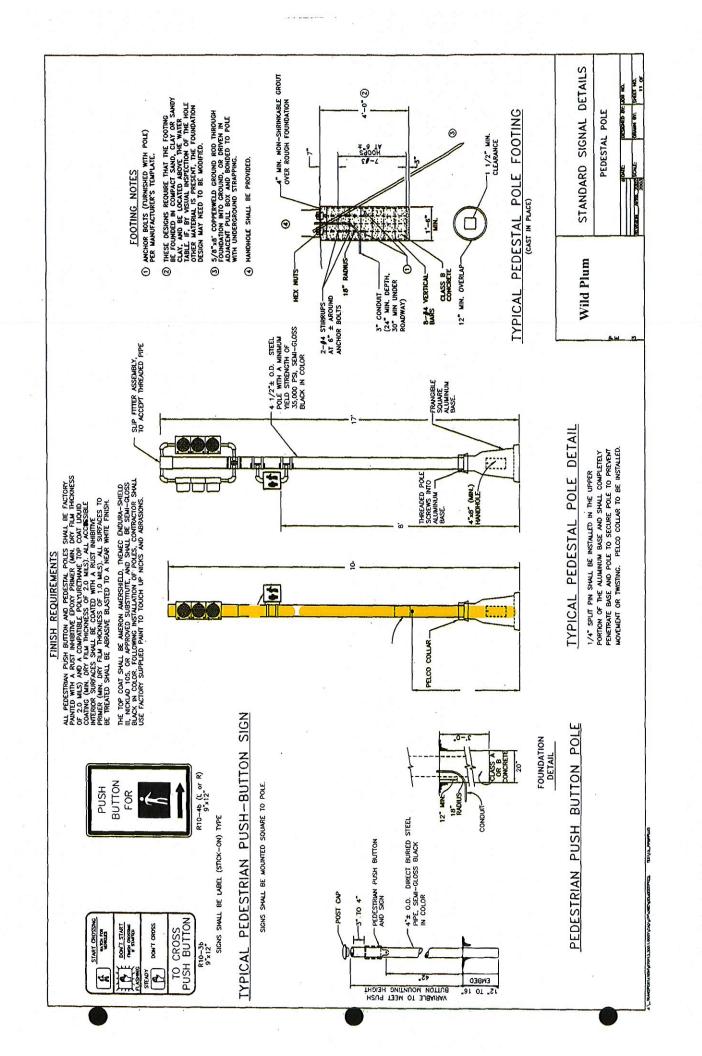


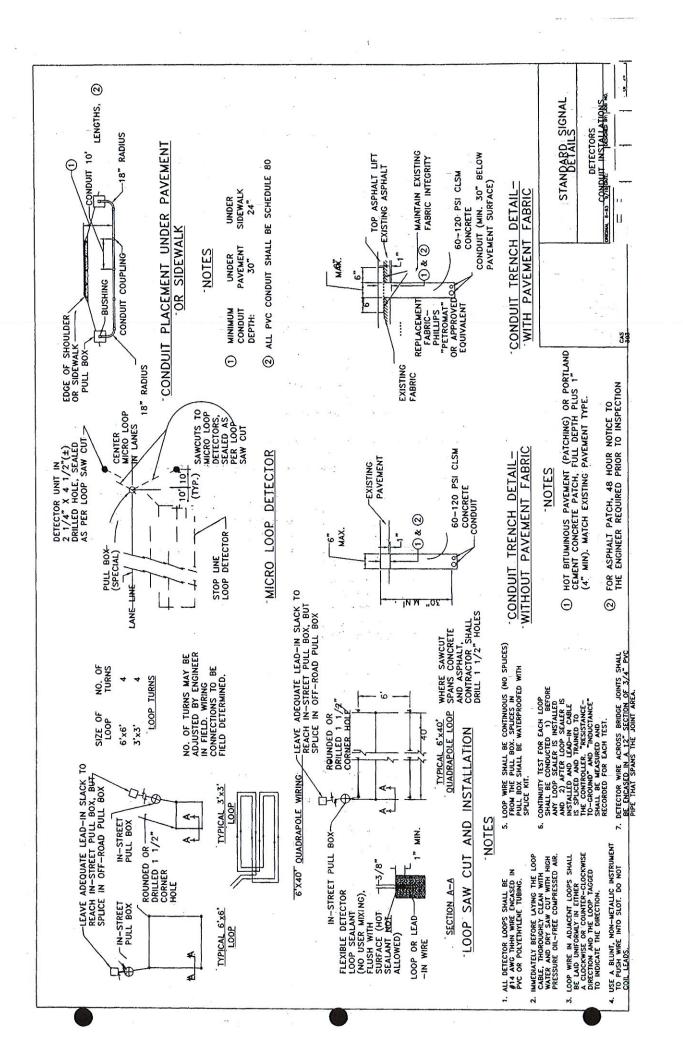
DIMENSIONS (inches)

CATALOG NUMBER	MOUNTING OPTIONS		OVERALL ENCLOSURE		DOOR OPENING		SWITCH COMPARTMENT LOCATION		AVAILABLE EQUIPMENT SPACE		DOOR PAN HEIGHT SIZ				MTG. TERN		MISCELLANEOUS DIMENSIONS					
	PED	POLE	PAD	Α	В	С	D	E	F	G	Н	J	K	L	M	N	Р	Q	R	S	Т	U
FIG.1															7,000						14,	
TC301815	YES	YES	YES	30.00	18.00	15.00	21.00	15.50	16.81	8.00	19.00	11.31	23.25	22.63	15.00	N/A	12.50	2.00	3.00	18.62	28.50	.88
TC362015	YES	YES	YES	36.00	20.00	15.00	27.00	17.50	23.25	10.00	25.00	11.31	29.25	28.63	17.00	N/A	12.50	2.00	3.00	18.62	34.50	.88
TC412516	YES	YES	YES	41.00	25.00	16.00	32.00	22.50	28.25	12.50	30.00	12.31	34.25	33.63	22.00	N/A	13.50	2.00	3.00	19.62	39.50	.88
TC512516	YES	YES	YES	51.00	25.00	16.00	42.00	22.50	34.25	12.50	40.00	12.31	44.25	43.63	22.00	N/A	13.50	2.00	3.00	19.62	49.50	.88
FIG.2				1 76												- - -						
TC503017	NO	YES	YES	50.00	30.00	17.00	39.00	27.50	37.25	15.00	39.00	13.31	41.25	42.63	27.00	26.50	13,50	4.00	3.00	20.62	48.50	2.88
TC503617	NO	NO	YES	50.00	36.00	17.00	39.00	33.50	37.25	18.00	39.00	13.31	41.25	42.63	33.00	32.50	13.50	4.00	3.00	20.62	48.50	2.88
TC583017	NO	NO	YES	58.00	30.00	17.00	47.00	27.50	45.25	15.00	47.00	13.31	49.25	50.63	27.00	26.50	13.50	4.00	3.00	20.62	56.50	2.88
TC763017	NO	NO	YES	76.00	30.00	17.00	65.00	27.50	63.25	15.00	65.00	13.31	67.25	68.63	27.00	26.50	13.50	4.00	3.00	20.62	74.50	2.88
FIG.3									450								-					101
TC363624	NO	NO	YES	36.00	36.00	24.00	25.00	33.50	23.25	18.00	25.00	20.31	27.25	28.63	33.00	32.50	18.50	4.00	3.00	27.62	34.50	2.88
TC443624	NO	NO	YES	44.00	36.00	24.00	33.00	33.50	31.25	18.00	33.00	20.31	35.25	36.63	33.00	32.50	18.50	4.00	3.00	27.62	42.50	2.88
TC553826	NO	NO	YES	55.00	38.00	26.00	44.00	35.50	39.37	19.00	44.00	22.31	46.25	48.25	35.00	34.50	18.50	4.00	3.00	29.62	53.50	2.88
TC554426	NO	NO	YES	55.00	44.00	26.00	44.00	41.50	39.37	22.00	44.00	22.31	46.25	48.25	41.00	40.50	18.50	4.00	3.00	29.62	53.50	2.88
TC723618	NO	NO	YES	72.00	36.00	18.00	61.00	33.50	45.00	18.00	61.00	14.31	63.25	65.25	45.00	32.50	13.50	4.00	3.00	21.62	70.50	2.88
TC773826	NO	NO	YES	77.00	38.00	26.00	66.00	35.50	50.00	19.00	66.00	22.31	68.25	70.25	35.00	34.50	18.50	4.00	3.00	29.62	75.50	2.88
TC774426	NO	NO	YES	77.00	44.00	26.00	66.00	41.50	50.00	22.00	66.00	22.31	68.25	70.25	41.00	40.50	18.50	4.00	3.00	29.62	75.50	2.88









Go gle Maps Hunter Run Ln & Thoroughbred Run

JD McCrumb

From:

Matthew Brown < Matt@Stolfusandassociates.com>

Sent:

Monday, August 28, 2017 2:32 PM

To:

JD McCrumb

Cc:

Troy Carmann; Aaron Bousselot; Town Planner

Subject:

FW: Wild Plum CM Plan

JD.

I've reviewed the signal plan and have the following comments:

- 1. The traffic signal is not warranted and the Owner's representative Kent Pedersen has stated that they are not responsible or liable for any direction related to the traffic control device. Presumably, that transfers at least some measure of liability to the Town. I recommend that the Town Attorney review the Kent's language and consider, for example, whether liability can be transferred in kind to Polo Meadows HOA.
- 2. As this is more than simply a temporary signal device (like the trailer mounted examples presented previously) the design must be performed under the responsible charge of a professional engineer licensed in the state of Colorado. The Town requests that an engineering drawing be prepared for staff review and that prior to construction of the signal that a record set of drawings depicting the engineer's stamp be provided to the Town.
- 3. The Owner is advised that their signal concept does not meet MUTCD requirements and that a minimum of two signal faces shall be provided for each direction. In addition, pavement markings and signage shall also be required as appropriate including stop bars and cross walks.
- 4. The Town reserves the right to provide additional comments once an engineering drawing has been submitted for formal review. The Town traffic engineer can review the design for compliance with MUTCD and other standards, but will not "approve" the design of the traffic signal.
- 5. The Owner shall agree to be responsible for all costs whatsoever for the traffic signal. This includes but is not limited to cost to construct the signal, provide power, maintain the signal in working order throughout its installation, and removal of the signal once no longer necessary.
- 6. A traffic signal appears to be a permanent type of solution for a temporary problem. The use of flag persons is typically an appropriate solution for a temporary construction problem. Why is use of flag persons not being proposed by the Owner?

Please let me know if you would like to discuss further.

Regards, Matt

From: Troy Carmann [mailto:tcarmann@iconeng.com]

Sent: Friday, August 25, 2017 8:05 AM

To: Matthew Brown < Matt@Stolfusandassociates.com >

Cc: Aaron Bousselot <abousselot@iconeng.com>

Subject: RE: Wild Plum CM Plan

Good Morning Matt –

Is there striping that needs to accompany this signal – cross walk, stop bars, etc?

@5280'

TC

From: JD McCrumb [mailto:jdmccrumb@columbinevalley.org]

Sent: Thursday, August 24, 2017 11:53 AM

To: Town Planner < <u>TownPlanner@columbinevalley.org</u>>; Troy Carmann < <u>tcarmann@iconeng.com</u>>; Aaron Bousselot < <u>abousselot@iconeng.com</u>>; Matthew Brown (<u>Matt@Stolfusandassociates.com</u>) < <u>Matt@Stolfusandassociates.com</u>>;

Subject: FW: Wild Plum CM Plan

Matt.

I am sending to the others for comments as well, but I am particularly interested in your opinion, and specifically if you have any concerns or objections to this plan.

Thanks.

JD

From: Kent Pedersen [mailto:Kent.Pedersen@calatl.com]

Sent: Thursday, August 24, 2017 11:51 AM

To: 'Bill Brittan'; JD McCrumb **Subject:** RE: Wild Plum CM Plan

I finally received the attached design/plan for the temporary signal at Hunter Run and Thoroughbred. Please let me know if you have any questions or your thoughts on adding this to our CM Plan for Wild Plum.

Thanks

Kent Pedersen

NEW PHONE: (303) 486-5002

From: Kent Pedersen

Sent: Friday, August 11, 2017 2:45 PM

To: Bill Brittan <BBrittan@ckbrlaw.com>; JD McCrumb <jdmccrumb@columbinevalley.org>

Subject: Wild Plum CM Plan

Bill

Thanks again for meeting with me this morning to discuss Wild Plum. I wanted to get back with you on our proposed language for the end of section 9.0 of the Construction Management Plan in lieu of the yellow highlighted portion that was provided at the last Board of Trustee meeting. We would like to propose the following language....

The posted speed on Hunter Run will be 15 MPH until Wild Plum is complete.

During the land development of Wild Plum, there will be flaggers OR an approved temporary traffic signal at Thoroughbred and Hunter Run during construction activities that include significant truck activity. The Owner will also continue to coordinate with the Town and the Polo Reserve HOA to properly monitor the effectiveness of any flagging frequency and adjust the requirements accordingly if a temporary traffic signal is not approved. Any traffic control devise at Hunter Run and Thoroughbred will be installed and maintained by the Owner. The Owner is not responsible or liable for any direction given by the Town regarding the traffic control device.

I am also including JD on this email so he can be in the loop with what we are talking about and so we are all on the same page. Obviously, I am open for any comments or suggested changes that the two of you might have. I also have our contractor working on a draft temporary traffic signal plan for you both to review. I will send it to you as soon as I receive it. Thanks again for your time on this and I hope you have a great weekend.

Thanks

KENT PEDERSEN

Vice President - Land

Please note my new direct phone number

CalAtlantic Homes

6161 S. Syracuse Way, Suite 200, Greenwood Village, CO 80111

direct: (303) 486-5002 | mobile: (303) 807-1190

Kent.Pedersen@CalAtl.com calatlantichomes.com

NYSE: CAA

<u>Denver</u>

JD McCrumb

From:

Matthew Brown < Matt@Stolfusandassociates.com>

Sent:

Friday, September 15, 2017 10:05 AM

To:

JD McCrumb

Subject:

RE: Options for Hnter Run Safety

Attachments:

Hunter Run and Thoroughbred - Alternative Pros Cons with examples.pdf

JD, please see below. Also the attached which I believe was forwarded earlier. We can clean up the memo a bit and add some more examples for Tuesday if that would be helpful. Let me know if you would like to discuss.

From: JD McCrumb [mailto:jdmccrumb@columbinevalley.org]

Sent: Thursday, September 14, 2017 10:42 AM

To: Matthew Brown < Matt@Stolfusandassociates.com>

Subject: Options for Hnter Run Safety

Importance: High

Matt,

I am preparing the board memo. Can you please review and comment on the following options (2 and 3, option 1 you have already commented on). As soon as you can get these back to me the better.

Options:

Option 1; Temporary traffic light at the intersection. This is the option preferred by the Polo Meadows HOA. As proposed by Cal Atlantic the light would remain green on Hunter Run and only change to red when a car is waiting to exit the Polo Meadows neighborhood. See the attached plans and comments from the Town's traffic engineer.

Option 2; Use of flaggers at the intersection "during significant truck activity". Neither the HOA or developer provided any definition for "significant truck activity" at the time of this memos publication. Town staff suggests significant activity would be defined as 10 or more over-sized trucks during any 60 minute window. The approved Construction Management Plan already defines oversized and restricts the hours in which these trucks can operate (see attached). Neither an all-way stop or traffic signal are warranted based upon Manual on Uniform Traffic Control Devices (MUTCD). Implementation of either of those devices would not be supported by an engineering study and therefore could present some risk to the Town. A flagger could be considered a temporary traffic control device. These persons are nationally certified and any risks associated with a flagging operation are with the traffic control company. In addition, a flagging operation is entirely appropriate for this application in my opinion. A flagger would address the sight distance issue when they are present only.

Option 3; Placement of a 3-way stop sign at the intersection. This option was not favored by residents living along Hunter Run as it will require all vehicles, construction and otherwise, to come to a full stop 24/7 causing unwanted noise and air pollution. Like the other options, the stop sign would be in place for the duration of land/infrastructure development and will be re-evaluated at the end of that period. The warrant issue related to an all-way stop is discussed above. If a stop sign is installed, I would recommend that it be periodically enforced to minimize "rolling stops" by construction vehicles. A stop sign would help the sight distance

problem in the same way that a traffic signal would. A stop sign is by far the least costly option. Traffic from Polo Meadows would also experience less delays with a stop sign than with a signal – as they would have to wait for the signal to cycle around to display a green for them.

J.D. McCrumb

Town Administrator
Town of Columbine Valley, Colorado

2 Middlefield Road Columbine Valley, CO 80123 303-795-1434 303-795-7325 (fax)

www.ColumbineValley.org

Environmental control measures to be implemented during area grading activities include:

- Noise, Light, and Dust Mitigation
 - Refer to Section 4.1
- Run-on and run-off controls (stormwater management), including protection of the adjacent Cooley Lake and other adjacent properties.
 - Refer to Section 3.0 and 4.1
- The contractor shall be familiar with the environmental permits, reports and other documents outlined in Section 3 and shall adhere to the requirements of those permits during all construction activities.

4.6 Wet and Dry Utility Installation

Wet utility (water, sanitary sewer, storm drain) installation will occur within the Site and in some cases adjacent to the site for utility extensions, outfalls and connections from Hunter Run Lane, Fairway Lane and Cooley Lake as shown on the Civil CDs. Dry utility (gas, electric, data/communication) installation will occur within the Site and in some cases adjacent to the site for utility extensions and connections from Hunter Run Lane and Fairway Lane. Construction activities include but are not limited to dewatering, utility trench excavation, utility installation trench backfill and compaction. The contractor shall be familiar with the subsurface conditions that are to be encountered during utility installation as described in Section 3.10. Environmental control measures to be implemented during wet and dry utility installation include:

- · Noise, Light, and Dust Mitigation
 - Refer to Section 4.1
- Run-on and run-off controls (stormwater management), including protection of the adjacent Cooley Lake and other adjacent properties.
 - Refer to Section 3.0 and 4.1
- Construction dewatering
 - o Refer to Section 3.5 and 3.10
- The contractor shall be familiar with the environmental permits, reports and other documents outlined in Section 3 and shall adhere to the requirements of those permits during all construction activities.

4.7 Storm Drainage Facilities

The installation of storm drainage facilities including but not limited to swales, water quality ponds and detention ponds will occur within the Site. These improvements involve grading and utility installation activities, thus the contractor shall refer to Sections 4.5 and 4.6.

4.8 Landscape Improvements

The installation of landscaping will occur within the Site per the Landscape Plans. These improvements may involve some grading and utility installation activities, thus the contractor shall refer to Sections 4.5 and 4.6.

4.9 Protection of Existing Landscaping

Onsite vegetation shall be protected in accordance with the approved Civil CDs and Demolition Plan. Offsite, the contractor shall protect landscaping to the maximum extent. The majority of construction traffic will be taken from Hunter Run Lane. Hunter Run Lane is a 2 lane road with a landscaped median and landscaping either side of the street. The Town has prepared a Wild Plum Tree Protection and Replacement Guidelines document which includes an inventory of existing trees and guidelines for replacement of any landscaping. This document is attached to the CMP.

4.10 Road Construction

Road construction including subgrade preparation, gutter, and asphalt paving will occur within the Site as well as outside of the Site boundaries on Fairway Lane, Hunter Run Lane and South Platte Canyon Road per the approved Civil CDs. A Traffic Control Plan shall be submitted by the contractor and approved by the Town as necessary. Environmental control measures to be implemented during surface improvement installation include:

- Noise, Light, and Dust Mitigation
 - Refer to Section 4.1
- Run-on and run-off controls (stormwater management), including protection of the adjacent Cooley Lake and other adjacent properties.
 - Refer to Section 3.0 and 4.1
- The contractor shall be familiar with the environmental permits, reports and other documents outlined in Section 3 and shall adhere to the requirements of those permits during all construction activities.

4.11 Vertical Construction of Homes

95 single-family homes will be constructed as a part of the Project. The contractor shall follow all requirements of Section 4 of the CMP and be familiar with all of the documents referenced in Section 3.

4.12 Street Cleaning

The Owner shall maintain clean access streets during construction. This includes the full length of Hunter Run, the section of Fairway Lane from Platte Canyon to all construction access points, and all streets within the development once constructed. The surface area to be cleaned includes the full width of asphalt, the full width of gutter pans on each side of the street and all storm water access points along the pans.

A visual inspection of the streets shall be performed by the Owner every day that the construction site is accessed. The inspection shall be performed at the end of each working day, removing all construction debris, dirt clumps, roadkill, etc. If at any time dirt/mud is tracked from the construction site onto the street, the entire effected area shall be mechanically swept by the end of the working day. If at any time a hazardous condition is created by construction traffic, the condition shall be immediately rectified.

Columbine Valley

Hunter Run Lane and Thoroughbred Lane Intersection - Alternative Analysis

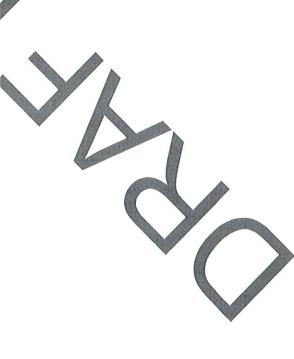
	Pros	Cons
Option 1 -	Least expensive option	Does nothing to address safety concerns
Do Nothing		Does nothing to address traffic delay concerns
	Increased reaction time	Speed limit changes are typically followed with enforcement
Option 2 -	Typically reduces severity of potential crashes	until behavior is changed
Reduce speed (15 mph)	Decreases length of entering sight distance	- May inconvenience residents
		- Potential to create compliance issue
Ontion 2	Inexpensive	Difficult to know whether or not to yield due to sight
Option 3 -		distances
ınstalı a ylela sign		- Motorist confusion with yield/stop condition
	Reduces speeds along major road	Potential to increase truck acceleration and deceleration
, acita	Requires compliance with speed reduction	noise
Option 4 -		Increased fuel consumption and emissions due to vehicle
instail a nump/aump		acceleration
		May inconvenience residents
	Has potential to improve safety by assigning right of way at	 Stop sign is not warranted as per the MUTCD
	the intersection	New stop signs typically followed with enforcement until
	Operates using first in first out flow. Major and minor traffic behavior is changed	behavior is changed
Option 5 -	has equal opportunity to pass through intersection.	Potential to increase truck acceleration and deceleration
Install a stop sign	Inexpensive	noise
	Alleviates sight distance issue	Increased fuel consumption and emissions due to vehicle
		acceleration
		May inconvenience residents
Option 6 -	Inexpensive	Requires maintenance
Install a mirror	Potential to alleviate sight distance issues without removal	Could direct sunlight in undesirable locations
motali a minor	of trees or wall	

Columbine Valley Hunter Run Lane and Thoroughbred Lane Intersection - Alternative Analysis

	Pros	Cons
Option 7 - Install a temporary signal	minor pass of way at	Traffic signal is not warranted as per the MUTCD In some cases, it has been proven that unwarranted traffic signals may potentially increase crash frequency Potential to create queuing and capacity issues along major and minor roads Potential to be visually intrusive Expensive Expensive Potential to increase truck acceleration and deceleration noise Increased fuel consumption and emissions due to vehicle acceleration May inconvenience residents
Option 8 - Flagger	 Alleviates potential traffic delay on Thoroughbred Has potential to improve safety by assigning right of way at the intersection Alleviates sight distance issues 	Expensive to pay a flagger to control daily traffic Potential for unsafe conditions for the flagger
Option 9 - Intersection Conflict Warning System (ICWS) Option 10 - Increase visibility of pavement markings	 Potential to improve intersection safety compared to traditional sign and marking enhancements alone Inexpensive Can guide minor traffic on appropriate vehicle placement at stop condition 	Expensive option (~\$40,000) Does not alleviate potential traffic delays on Thoroughbred May not fully alleviate sight distance issues
Option 11 - Install Intersection Control Beacon	Increased visibility (overhead) of traffic control Proven to increase awareness of intersection	 Requires power source Potential driver confusion with Red (Stop) on minor and Yellow (Yield) on major Does not alleviate potential traffic delays on Thoroughbred

Columbine Valley Hunter Run Lane and Thoroughbred Lane Intersection - Alternative Analysis

	Pros	Cons
Option 12 -	Increased visibility of intersection for major road	Does not alleviate potential traffic delays on Thoroughbred
Install intersection	Proven to increase awareness of intersection	
warning signs	Inexpensive	
Option 13 -	Eliminates sight distance issues	Potentially removing brick wall and/or trees
Clear intersection sight		- Does not alleviate potential traffic delays on Thoroughbred
triangle		

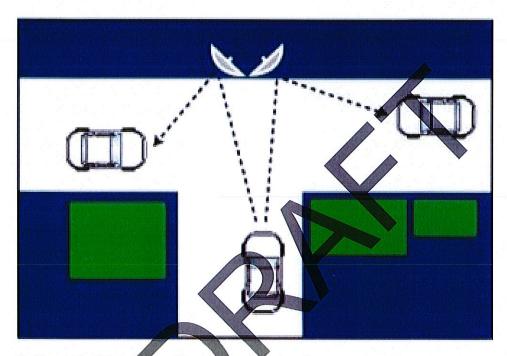


Columbine Valley

Hunter Run Lane and Thoroughbred Lane Intersection

Option Examples

Option 6 – Install a mirror



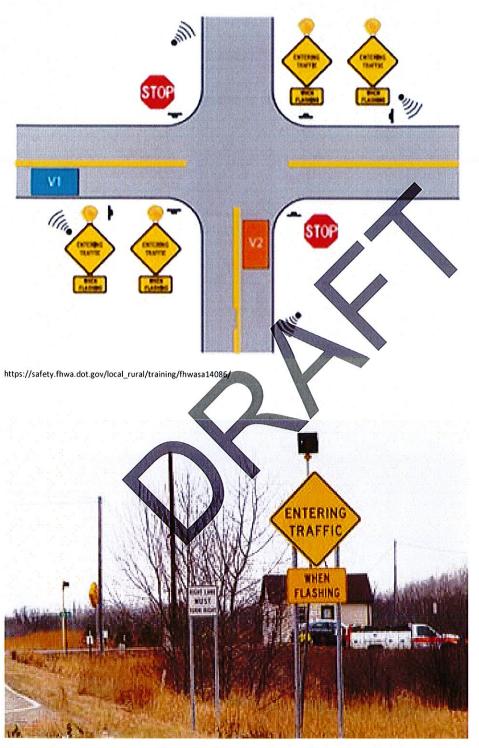
http://www.nationalsafetymirror.com/driveway-mirror-traffic-mirrors/

Option 7 – Install a temporary traffic signal



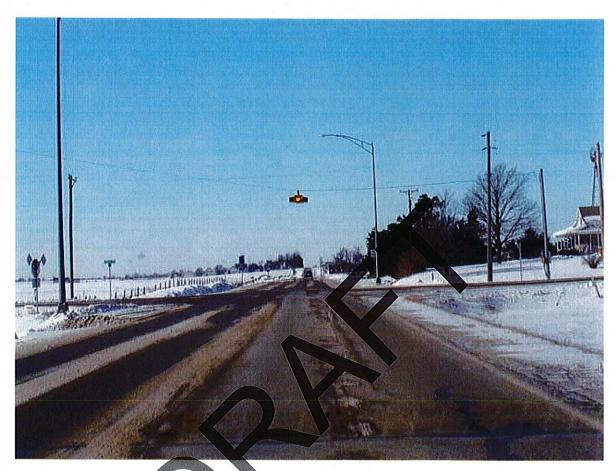
https://www.streets martrental.com/products/rent-portable-traffic-signals.html/

Option 9 – Intersection Conflict Warning System (ICWS)



http://www.dot.state.mn.us/its/projects/2011-2015/ricws.html

Option 11 – Intersection control beacon



http://www.ctre.iastate.edu/research-synthesis/intersections/flashing-beacons.cfm

Option 12 – Install intersection warning signs



http://www.seton.com/reflective-warning-signs-intersection-traffic-symbol-ac0576.html



Date:

September 19, 2017

Title:

IGA with Arapahoe County for Dispatch Services

Presented By:

Bret Cottrell, Police Chief

Prepared By:

Arapahoe County Sheriff's Office

Attachments:

IGA with Arapahoe County for Dispatch Services

Staff Recommendations:

Approve as presented

Recommended Motion:

"I move to approve the IGA with Arapahoe County Dispatch

Services as presented"

AGREEMENT FOR SERVICES

THIS AGREEMENT made and entered into by and between the TOWN OF COLUMBINE VALLEY, a municipal corporation of the State of Colorado, hereinafter referred to as "Columbine Valley" and THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, hereinafter referred to as "County", on behalf of the Arapahoe County Sheriff.

WITNESSETH:

WHEREAS, Section 30-11-410, C.R.S. as amended, authorizes the County to contract with a municipality for the purposes of providing law enforcement services by the Sheriff within the boundaries of the municipality; and

WHEREAS, Columbine Valley has requested that the County provide public safety communications dispatch services ("Dispatch Services") to Columbine Valley and Bow Mar, which the parties agree are included within the definition of law enforcement services referenced in said Section 30-11-410; and

WHEREAS, the County, in the interest of the health, safety and welfare of the residents of the Columbine Valley and Bow Mar, deems it advisable to enter into this contract; and

WHEREAS, the County has determined to execute future agreements on a fiscal year basis; and

NOW THEREFORE, in consideration of the premises, it is agreed as follows:

- 1. The Arapahoe County Sheriff's Office ("Sheriff") shall provide Dispatch Services within the boundaries of Columbine Valley and Bow Mar.
- 2. The Dispatch Services to be provided by the Sheriff within the boundaries of Columbine Valley and Bow Mar shall be similar to the Dispatch Services provided in other unincorporated and incorporated areas of the County of Arapahoe. For purposes of this Agreement, Dispatch Services shall mean receiving calls for service and dispatching them to appropriate Columbine Valley law enforcement personnel, and entering information into the Colorado Crime Information Center (CCIC) to include, but not be limited to, missing persons, stolen and recovered automobiles, and vehicle impound information.
- 3. The term of this Agreement shall commence as of January 1, 2018, and shall end as of December 31, 2018.
- 4. For the Dispatch Services provided under this Agreement, Columbine Valley shall pay to the County \$27,781.00, which is the cost for performing communication services in both Columbine Valley and Bow Mar for the term of this Agreement. Payment of said \$27,781.00 shall be made to the County in quarterly installments of \$6945.25 each, with the first payment due on or before March 21, 2018, and subsequent quarterly payments to be paid on or before the 15th day of June, September, and December of 2018.
- 5. In addition to the amount paid above for performing dispatch services,

Columbine Valley agrees to reimburse the County for maintenance costs paid in 2018 by the County to Tri-Tech Software Systems for 4 mobile licenses used by the City at an amount not to exceed \$1,087.68. The cost of maintenance will increase by 3% each subsequent year per the maintenance agreement with Tri-Tech Software Systems. Payment of said costs shall be made by the City upon receipt of an invoice provided by the County.

- 6. The Dispatch services provided pursuant to this Agreement shall be performed by the communications personnel of the Sheriff. The Sheriff's staff shall be responsible for maintaining all records relating to the services performed.
- 7. The County is, and shall at all times be deemed to be, an independent contractor. Nothing in this Agreement shall be construed as creating the relationship of employer or employee between Columbine Valley and/or Bow Mar and the County or any of the County's agents or employees. To the extent this Agreement creates a principal-agent relationship between the County and the Columbine Valley and/or Bow Mar, such relationship confers on the County and its employees the authority to act on the Columbine Valley's behalf only as to matters covered by this Agreement. The County shall retain all authority for rendition of the services covered by this Agreement, including standards of performance, control of personnel (including discipline), and other matters incidental to the performance of the services by the County. Nothing in this Agreement shall make any employee of Columbine Valley and/or Bow Mar a County employee or any employee of the County an employee of Columbine Valley or Bow Mar for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation, or any other rights or privileges accorded County or Columbine Valley and/or Bow Mar employees by virtue of their employment.
- 8. Nothing in this Agreement shall be construed as a waiver by any of the parties of the protections afforded them pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S. ("CGIA") as same may be amended from time to time. Specifically, neither party waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law. If any waiver by Columbine Valley or Bow Mar results in a waiver of protections afforded to the County, Columbine Valley shall, to the extent allowed by law, indemnify and hold harmless the County for such actions. If any waiver by the County results in a waiver of the protections afforded to Columbine Valley, the County shall, to the extent allowed by law, indemnify and hold harmless Columbine Valley for such actions. Further, the County shall not be responsible for any claim against Columbine Valley and/or Bow Mar which arises out of services not performed by the County pursuant to this Agreement.
- 9. This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in writing by the parties hereto.
- 10. Neither Columbine Valley nor Bow Mar are responsible for Worker's Compensation claims of Sheriff's employees working under this Agreement.

- 11. Columbine Valley agrees to maintain General Liability Insurance with a minimum \$1,000,000.00 limit of liability. Arapahoe County, the Arapahoe County Sheriff and his employees will be named insureds under the policies. Columbine Valley shall provide the County with a Certificate reflecting that coverage.
- 12. Columbine Valley further agrees to carry Worker's Compensation coverage for its employees as required by Colorado law and acknowledges that Bow Mar carries such coverage for its employees as required by Colorado Law.
- 13. Either party may terminate this Agreement with, or without, good cause shown upon 30 days written notice to the other party prior to termination. In the event of termination by the County, no damages, liquidated or otherwise, shall inure to the benefit of the County; however, the County will refund a pro-rated portion of the fee paid pursuant to paragraph 4 above.
- 14. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Columbine Valley and the County, and nothing contained in this agreement shall give or allow any such claim or right of action by any other or third party pursuant to this Agreement. The County does not intend by the Agreement to assume any contractual obligations to anyone other than Columbine Valley, including Bow Mar, and Columbine does not intend by the Agreement to assume any contractual obligation to anyone other than the County. The County and Columbine Valley do not intend that there be any third-party beneficiary to this Agreement, including Bow Mar. It is the express intention of the County and Columbine Valley that any person or party other than the County or Columbine Valley receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 15. Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the other party in writing.
- 16. Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado.
- 17. Notices to be provided under this Agreement shall be given in writing either by hand delivery, or deposited in the United States mail, with sufficient postage to the following persons:

Arapahoe County
Office of the County Attorney
5334 South Prince Street
Littleton, Colorado80120-1136

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

Arapahoe County Sheriff Arapahoe County Sheriff's Office 13101 East Broncos Parkway Centennial, Colorado 80112 17. This Agreement may be executed in counterparts.

DATED this day o	of	,	
ATTEST:		TOWN OF COLUMBINE VALLEY	
Town Clerk	Date	Mayor	Date
ATTEST:			
BOARD OF COUNTY COMMISSION ARAPAHOE COUNTY, COLORADO By: Nancy Sharpe Chair, Arapahoe County Board of Com)		
Clerk of the Board			
		ARAPAHOE COUNTY SHERIFF	
		David C. Walcher, Sheriff	Date



Date:

September 19, 2017

Title:

2018 Budget Request – Gov Pilot Software

Presented By:

Stephanie Thelen, Building Department Coordinator

Prepared By:

Stephanie Thelen, Building Department Coordinator

Background:

Since 2004, the Town's building department has operated using a combination of handwritten/paper documents and a Microsoft Office software program built in-house by Chief Cottrell. While functional, the current method has numerous drawbacks as outlined in the

attached memo.

In 2017 staff identified both the necessary and optional software needs of the building department, as well as the functions of communications, code enforcement and public works. Multiple software platforms were reviewed and a recommendation has been

identified for consideration by the Board of Trustees.

Attachments:

Memo discussing Gov Pilot Recommendation

Gov Pilot Subscription Agreement

Fiscal Impacts:

\$10,000 per year subscription fee, plus an additional \$2,000 if the

Municipal Court package is added.

Staff Recommendations:

Staff recommends approval of the Gov Pilot package as presented for

inclusion in the 2018 Town Budget.

Recommended Motion(s):

"I move to include Gov Pilot in the 2018 Town Budget in the amount

of \$10,000/\$12,000.

DATE: September 13, 2017

TO: Board of Trustees

FROM: Stephanie Thelen

SUBJECT: GovPilot Software

This request is for your consideration for the 2018 Budget

Why do we need this?

The town currently issues building permits through a software program called Microsoft Access; the database was created by Chief Cottrell in 2004, and continues to be maintained by him. All building permits and demo permits are issued and tracked in paper form.

Some shortcomings of the software are:

- Lack of custom reporting
- The software is one dimensional, provides only one aspect of multiple building department needs
- o Because it has one function it does not allow for complete digital records
- Chief Cottrell wrote the database in 2004 and because he is the author of the database, he is the only person on staff that can troubleshoot or repair the program.
 If it fails while Chief Cottrell is on vacation or otherwise unavailable, the program is then rendered useless.
- o Because the database was created 13 years ago there are challenges to accessing the database in newer operating systems and versions of Access.
- o The database is becoming more complicated to edit, upgrade or the general support of the database.

How did Town Staff reach this solution?

Town Staff started by evaluating functional town needs across multiple departments

- o Building department
- o Public works
- o Communication
- o Code Enforcement

Town staff compared four software systems based on the predetermined criteria and ultimately chose GovPilot as it offered the most of what we were looking for.

What does it offer the Town?

- Building Department
 - o Real time reporting, mobile based
 - o Reduced phone calls to the office
 - o Applications and registration can be done at any time by citizens and contractors
 - Permit applications and inspections are automatically digital, reducing the need to scan documents.
 - o Customizable reporting
 - o Real time inspection results available to citizens and contractors
- Public Works
 - o Global Positioning System (GPS) / Address Map
 - Inventory tracking
 - Gutter pans
 - Street signs
 - Lamp poles
 - Street Cuts
 - Town land/ Trees
 - Tracked Ownership and maintenance
 - Mobile based
 - o Residents will be able to report flooding, ice, snow pack with pictures.
 - o Requests/concerns would automatically be routed to the Public Works Department in real time.

Code Enforcement

- o Global Positioning System (GPS)/ Mapping
- o Upload pictures supporting enforcement violations
- o Can access violations by address
- o Dog licensing is something we could visit in the future
- o Town ordinances would be uploaded into system and entering violations would be seamless. Can generate violation report on the spot if wanted/needed.

Communications

- o One database for citizen contact information
- App that can be downloaded to mobile device so citizens will be able to contact Town Hall from anywhere.
- Send mass texts to residents for emergencies and non-emergencies (Future capability)
- Send mass email to residents for emergencies and non-emergencies (Future capability)

Court Database

We have the option to add municipal court functions/database

How will this software help staff, residents and contractors?

- o Automatic and complete digital files
- o Web Access to submit applications Available 24/7
 - For Citizens
 - For Staff
 - For Contractors
- Track progress of requests
 - We have many requests for action per week, any one on staff may take the call, and initiate, but not complete the action. That action is known only to the original author. This system will integrate all departments.

The GovPilot software system would cost \$10,000 per year (Price locked in until October 1, 2017) with the option to add the municipal court database for an additional \$2,000 per year. This annual price is locked in for 3 years. Our subscription agreement includes the following.

- o GovPilot would start building out our processes upon signing the agreement but would not bill us until January 1, 2018
- o We would own the data. Should we decide to break off with GovPilot, all stored data would belong to The Town of Columbine Valley.
- o Unlimited customer support from GovPilot
- o Unlimited users. Every member of town staff has access to the system without additional cost.
- o Features within the Global Positioning System (GPS)
 - Property Type
 - Ownership Information
 - Property Sales Data
 - Property Tax Data
 - Traffic Layer
 - Google Street View (Where available)
 - Google Aerial View (Where available)



MASTER SUBSCRIPTION AGREEMENT

Prepared for:

Columbine Valley, CO

Primary Contact

Michael Bonner, Founder & CEO michael@govpilot.com

Karyn Rosenberg, Senior Sales Executive karyn@govpilot.com



Master Subscription Agreement

This Master Subscription Agreement ("Agreement") is made as of [], 2017 ("Effective Date"), between PropertyPilot, LLC d/b/a GovPilot, with offices located at [79 Hudson Street Hoboken, Suite 503 NJ 07030] ("GovPilot") and the customer set forth below ("Customer"). GovPilot and Customer will be referred to herein individually as a "Party" and together as the "Parties". This Agreement consists of this cover sheet ("Cover Sheet") and the terms and conditions attached hereto ("Terms"). GovPilot will provide to the Customer access to the Service (defined in Section 1 of the Terms) and the Professional Services (defined in Section 1 of the Terms), on the terms and conditions set forth in this Agreement. Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

	CUSTOMER CONTACT INFORMATION
Name	Columbine Valley, CO
Address	2 Middlefield Rd. Columbine Valley, CO 80123
Primary Contact	Stephanie Thelen stephaniet@columbinevalley.org
Secondary Contact	
SUBS Geographic Region	SCRIPTION TO THE SERVICE GENERAL INFORMATION
Start Date	Free of Charge until Effective Date
Effective Date	
Initial Term	3 years
Renewal Term	
	1 year
Billing Period	Annual
Billing Period Package Level	

en

ANNUAL SUBSCRIPTION PRICE OPTIONS				
PROCESS PACKAGE	DESCRIPTION	ANNUAL COST	INITIAL	
Starter Package	GIS Map & Report a Concern App	\$ 1,000		
Silver Package	3 Templated Processes + Starter Package	\$ 5,000		
Gold Package	8 Templated Processes + Starter Package	\$ 10,000		
Platinum Package	15 Templated Processes + Starter Package	\$ 15,000		
★ Custom Process	Build out to customers specifications	\$ 1,650		

Starter Pakage: Internal + public GIS & GovAlert App.

Silver Package requires customer to select all processes prior to build-out.

Gold & Platinum Packages require customer to select at least 50% of total processes purchased prior to build-out.

Building Department & Tax Assessment Module each count for 5 processes. Gold package is the minimum package that can be selected for either module.

Templated Processes: Customer will be allocated 12 hours of modification for each templated process selected along with a maximum of three separate "screen share appointments" to discuss architecture of individual processes. If customer requires more than 12 hours of modification for a particular process customer will be billed at \$150/hour after the 12 hours have been extinguished.

Custom Process: Customer will be allocated 40 hours of customization for each custom process build-out. A GovPilot business analyst will conduct a maximum of three separate screen share appointments to determine architecture of individual processes. If individual process requires more than 40 hours of customization, customer will be billed at \$150 per hour after the allocated 40 hours have been extinguished.

Post Delivery Modifications: After a process is delivered and published in customers account, and customer has had opportunity to use process, customer will be allowed two final "screen share appointments" to discuss additional modifications.

Building Department Module counts as 5 processes allows 40 hours of customization.

Tax Assessment Module counts as 5 processes allows 40 hours of customization.

SUBSCRIPTION FEATURES

Number of Authorized Users: Unlimited

Pre-Loaded Data (defined in Section 1 of the Terms), including the following: [UPDATES AS APPLICABLE]

- Property Type
- Ownership Information
- Property Sales Data
- Property Tax Data

- Traffic Layer
- Google Street View (Where available)
- Google Aerial View (Where available)

Internal GIS Map: Columbine Valley (Included with Subscription)

External GIS Map: Unlimited custom layers provided by customer (Shape file format), if GIS selected as process

POSSIBLE SUBSCRIPTION-RELATED FEES

LEGACY DATA IMPORT FEE

TBD

GENERAL INFORMATION

GovPilot can customize the following process elements based on customer specifications: Digital Forms, Workflow, Mail Merge, Views & Reports. ("Customization Services"). Any changes to the scope of the Customization Services will be agreed upon in a signed writing by the Parties. Customer will reasonably cooperate with GovPilot to enable GovPilot to provide the Customization Services as further described in the Terms. Based on such collaboration, GovPilot will provide Customer with written documentation specifying the particular features to be included as part of the customized Service ("Specifications Document"). Once the Parties agree in writing to the Specifications Document, GovPilot will begin custom builds to customize the Service. Customer acknowledges and agrees that the Specifications Document is subject to change during the customization process based on issues that arise during such process.

GovPilot will provide training and technical support services as described in the Terms ("Training and Support"). Customization of any process described above ("Process Customizations"). The Parties will agree to the particular terms of all Process Customizations in writing.

PROFESSIONAL SERVICES FEES						
Process Modification	First 12 hours included. Thereafter, \$150/hour.					
Training and Support	Unlimited					

IN WITNESS WHEREOF, GovPilot and Customer have caused this Agreement to be executed as of the Effective Date.

PROPERTYPILOT, LLC D/B/A GOVPILOT	CUSTOMER		
Ву:	Ву:		
Print Name:	Print Name:		
Title:	Title:		

Terms and Conditions

Any capitalized terms used in these Terms but not otherwise defined will have the meanings ascribed to them in the Cover Sheet. If there is any conflict or inconsistency between the terms of the Cover Sheet and these Terms, then these Terms will control solely to the extent of the conflict or inconsistency.

1. Definitions

- a. "Authorized Purpose" means (i) to input, import and export data and perform functions related to government management within the geographic regions identified on the Cover Sheet; and (ii) to enable Public Users to submit and view certain data within the geographic regions identified on the Cover Sheet through the Public Service and GIS Map.
- "Authorized User" means Customer's employees who may access the Service with a valid username and password issued by GovPilot.
- c. "Confidential Information" means any information disclosed by either Party to the other Party that is marked as "Confidential" or "Proprietary" at the time of disclosure. Without limiting the foregoing, Confidential Information also includes this Agreement, the Cover Sheet, the non-public facing aspects of Service, any responses to technical support requests, and any business information, technical data, or know-how relating to the Service. Confidential Information will not, however, include any information which, as shown by documents in the receiving Party's possession, (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information. Additionally, Confidential Information will not include any Data (defined in Section 3 below) or any information that can be obtained through a public records request under applicable law.
- d. "Custom Data" means any and all data, including, but not limited to shape files, entered or imported into GovPilot, either directly or through hosted forms, by Authorized Users or Public Users
- e. "GIS Map" means the geographic information system graphical interface including Pre-Loaded Data and Custom Data added by Customer and made available in the form of a map for use by Authorized Users and Public Users.
- f. "Legacy Data" means any and all historical data the Customer submits to the Service. Legacy Data must conform to GovPilot's importing requirements.
- g. "Pre-Loaded Data" such as the property data, tax assessment data, sales data and map layer data, where available, that is related to the properties on the Service and pre-loaded within the Service by GovPilot.
- h. "Professional Services" means those services described in the Cover Sheet.
- i. "Public Users" means a user of the Public Service.
- j. "Public Service" means the limited online platform made available to members of the public, which allows members of the public to access digital e-commerce forms, public forms approved by Customer and the public-facing GIS Map regarding properties in the geographic regions identified on the Cover Sheet.
- k. "Service" means the online platform to which access is provided to Customer pursuant to this Agreement and which allows Authorized Users to access the Pre-Loaded Data, the systems, processes, digital e-commerce forms and outward facing GIS Map regarding properties in the geographic regions identified on the Cover Sheet.
- "Subscription" means the subscription type selected on the Cover Sheet required for Authorized Users to access the Service.

2. Access to Service

- a. Grant. Subject to the terms and conditions of this Agreement, GovPilot hereby grants to Customer a nonexclusive, nonsublicensable and nontransferable right during the Term (defined in Section 9 below) to allow the Authorized Users to access and use the Service for the Authorized Purpose. GovPilot will provide Public Users with access to the Public Service, subject to GovPilot's Terms of Use and Privacy Policy (collectively, the "Policies").
- b. Additional Restrictions. Neither Customer nor any party acting on its behalf (including Authorized Users) may: (i) transfer, distribute, sell, lease, license or sublicense access to the Service; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Service; (iii) allow any party to access the Service except for Authorized Users and Public Users; (iv) write or develop any derivative software or any other software program based upon the Service or any Confidential GovPilot Information; (v) attempt to disrupt the integrity or performance of the Service; (vi) attempt to gain unauthorized access to the Service or its related systems or networks; or (vii) otherwise use the Service in any manner that may violate any applicable laws, rules or regulations or infringe any third party intellectual property or other rights.
- c. Authorized Users. Customer acknowledges and agrees that it is responsible for all use or misuse of the Service by its Authorized Users, and a breach by any such Authorized User of any term of this Agreement will be deemed a breach under this Agreement. All Authorized Users will be required to accept the Policies. GovPilot reserves the right to immediately suspend any or all Authorized Users' access to the Service if GovPilot believes, in its sole discretion, that an Authorized User has misused the Service. Customer will provide GovPilot with the name and email address of each Authorized User promptly following the Effective Date and update the list as it may change during the Term. The access credentials that GovPilot provides to each Authorized User is personal to that specific individual and may not be transferred, sold or otherwise assigned to or shared with any other individual or entity.
- d. GovPilot Ownership. Except for the rights granted to Customer in Section 2(a) above and Customer's rights to Data, as between the Parties, GovPilot retains all right, title and interest, including all intellectual property rights, in and to the Service (including all updates thereto) and all aggregated and de-identified information that GovPilot's systems or applications automatically collect regarding use of the Service and its performance ("Diagnostic Data"). All rights that GovPilot does not expressly grant to Customer in this Section 2 are reserved and GovPilot does not grant any implied licenses under this Section 2.
- e. Feedback. From time-to-time, Customer may provide GovPilot with feedback, analysis, suggestions and/or comments related to the Service (collectively, "Feedback"). Customer hereby grants to GovPilot a perpetual, irrevocable, transferable, sublicenseable, royalty-free and worldwide right to use, reproduce, modify, create derivative works of, distribute, publicly display or perform the Feedback without restriction whatsoever, in any media now known or hereafter devised, and without any compensation or credit to Customer.
- f. Training and Support. Commercially reasonable training and support are available for the Service via remote web session. GovPilot will only respond to training and support requests from the primary and secondary Customer contacts identified on the Cover Sheet. Telephone support is only available between 9:00 a.m. and 5:00 p.m. Eastern Standard Time during normal business days. Training and support are subject to the rates set forth in the Cover Sheet.

3. Data

As between Customer and GovPilot, Customer owns all Data. Customer hereby grants to GovPilot a license to use all data entered into the Service by Customer or any party acting on its behalf (including Authorized Users) (collectively, "Data") to provide and improve the Service. Customer represents and warrants that: (a) it owns the Data or otherwise has and will have the rights necessary to grant the license set forth in this Section; and (b) the uploading or transmitting of Data to the Service does not and will not violate any third party rights, including, without limitation, any intellectual property or confidentiality rights.

4. Professional Services

- a. General. Subject to Customer's compliance with the terms and conditions of this Agreement, GovPilot will perform the Professional Services in accordance with any specifications set forth in the Cover Sheet. Professional Services are deemed accepted upon receipt unless otherwise expressly indicated in the Cover Sheet. Customer will reasonably cooperate with GovPilot to facilitate provision of Professional Services. This cooperation will include, without limitation, (i) performing any tasks reasonably necessary for GovPilot to provide the Professional Services and to avoid unnecessary delays; (ii) fulfilling any obligations described in the Cover Sheet in a timely manner; and (iii) responding to GovPilot's reasonable requests related to Professional Services in a timely manner.
- b. Intellectual Property Rights. GovPilot solely owns all right, title and interest in and to any software, notes, records, drawings, designs or other copyrightable materials, inventions (whether or not patentable), improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by GovPilot, solely or in collaboration with others, arising out of, or in connection with, GovPilot performing the Professional Services, including any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing ("Inventions"). GovPilot hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right during the Term only to use the portion of the Inventions that is incorporated into any deliverables that GovPilot must provide to Customer as set forth on the Cover Page solely to use any such deliverables. GovPilot reserves all rights not expressly granted in the prior sentence and does not grant any implied licensed under this Agreement.

5. Fees

- a. Payment of Fees. In consideration for the access granted to the Service and GovPilot's performance of the Professional Services, Customer will pay the fees set forth in the Cover Sheet ("Fee"). Payments may only be made by check. Customer must pay GovPilot as follows: (i) forty percent (40%) of the Fee within thirty (30) days of the Effective Date; (ii) another forty percent (40%) of the Fee within sixty (60) days of the Effective Date; and (iii) the remaining twenty percent (20%) of the Fee within ten (10) days of GovPilot issuing access credentials to the Authorized Users. Payments more than thirty (30) days overdue will accrue interest at a rate of 15% per year, or the maximum allowed by law, whichever is less.
- b. Taxes. All charges and fees provided for in this Agree¬ment are exclusive of any taxes, duties, or similar charges imposed by any government ("Taxes"). Customer will pay or reimburse GovPilot for all such Taxes arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of GovPilot).
- c. Changes to Fees. GovPilot reserves the right to increase the Fee in a Renewal Term (defined in Section 9 below) upon notice to Customer at least ninety (90) days prior to the applicable Renewal Term.

6. Representations and Warranties and Limitation of Liability

- a. Representations and Warranties. Each Party represents and warrants that: (i) it is duly organized, validly existing and in good standing under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (ii) it has the right, power and authority to enter this Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (iii) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (iv) it will abide by all applicable federal, state and local laws and regulations in connection with its performance under this Agreement.
- b. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH UNDER SECTION 6(A), GOVPILOT MAKES NO OTHER WARRANTIES RELATING TO THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT OR DATA APPEARING THEREIN) OR THE PROFESSIONAL SERVICES, AND HEREBY DISCLAIMS ALL OTHER SUCH WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- c. Changes to Fees. GovPilot reserves the right to increase the Fee in a Renewal Term (defined in Section 9 below) upon notice to Customer at least ninety (90) days prior to the applicable Renewal Term.

6. Representations and Warranties and Limitation of Liability

- a. Representations and Warranties. Each Party represents and warrants that: (i) it is duly organized, validly existing and in good standing under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (ii) it has the right, power and authority to enter this Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (iii) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (iv) it will abide by all applicable federal, state and local laws and regulations in connection with its performance under this Agreement.
- b. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH UNDER SECTION 6(A), GOVPILOT MAKES NO OTHER WARRANTIES RELATING TO THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT OR DATA APPEARING THEREIN) OR THE PROFESSIONAL SERVICES, AND HEREBY DISCLAIMS ALL OTHER SUCH WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- C. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (I) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE SERVICE AND PROFESSIONAL SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) NEITHER PARTY'S LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE FEES PAID BY CUSTOMER TO GOVPILOT UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 6 ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER AND GOVPILOT. THE FEE REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

7. Indemnification

- a. Infringement Indemnity
 - (i) Indemnity. GovPilot will defend Customer from any claim, action or allegation brought against Customer by a third party alleging that the Service infringes any copyright or trade secret right of that third party, and GovPilot will pay any final judgments awarded by a court of competent jurisdiction or written settlements entered into with respect to such third party claims, subject to Customer's compliance with Section 7(c) (each, an "Infringement Claim").
 - (ii) Options. In the event of any Infringement Claim, GovPilot may, at its sole option and expense: (A) procure for Customer the right to continue use of the Service or infringing part thereof; (B) modify or amend the Service or infringing part thereof, or replace the Service or infringing part thereof with other software having substantially the same or better capabilities; or, (C) if neither of the foregoing is commercially practicable, terminate this Agreement and repay to Customer a pro rata portion, if any, of any pre-paid Fees.
 - (iii) Exclusions. GovPilot will have no liability for any Infringement Claim if the alleged infringement results from (A) Customer's breach of this Agreement; (B) any modification, alteration or addition made to the Service or any use thereof, including any combination of the Service with software or other materials not provided by GovPilot; (C) Customer's failure to use any corrections or modifications made available by GovPilot that would not result in any material loss of functionality; (D) use of the Service in a manner or in connection with a product or data not contemplated by this Agreement; or (E) any settlements entered into by Customer or costs incurred by Customer for such claim that are not pre-approved by GovPilot in writing.
- b. Customer. To the fullest extent permitted by applicable law, Customer will defend GovPilot from any claim, action or allegation brought against GovPilot arising from Customer's breach of this Agreement, and Customer will pay any final judgments awarded by a court of competent jurisdiction or written settlements entered into with respect to such Third Party Claims, subject to GovPilot's compliance with Section 7(c).
- c. **Procedures.** Any claim subject to indemnification under this Section 7 will be subject to the following provisions: (i) the indemnifying Party will be given prompt written notice of the claim by the indemnified Party, provided that any delay in providing notice will not relieve the indemnifying Party of its indemnity obligations under this Agreement unless, and

d. Limitation. This Section 7 states each Party's sole remedy and liability, as applicable, in connection with indemnity claims that fall within the scope of this Section 7.

8. Confidential Information.

The receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable efforts). Each Party agrees not to use any Confidential Information of the other Party for any purpose except to exercise its rights and perform its obligations under this Agreement. Each Party agrees not to disclose any Confidential Information of the other Party to any third parties except to its employees who have a need to know such information to perform obligations or exercise rights under this Agreement. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information of the disclosing Party if it is compelled by law to do so, provided the receiving Party gives the disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing Party's cost, if the disclosing Party wishes to contest the disclosure. Upon the termination or expiration of this Agreement, each Party will immediately delete all tangible embodiments of the other Party's Confidential Information within its possession or control.

9. Term and Termination

- a. **Term.** This Agreement will take effect on the Effective Date and will remain in force for the initial term specified on the Cover Sheet ("Initial Term"). Thereafter, the Agreement will renew on an annual basis until either Party provides at least sixty (60) days' prior written notice of its desire not to renew prior to the end of the then-current term (each, a "Renewal Term," and together with the Initial Term, the "Term").
- b. Termination for Cause. Either Party may, immediately upon providing written notice to the other Party, terminate this Agreement if the other Party (i) is in material breach of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after the non-breaching Party gives the other Party written notice of such breach; or (ii) terminates or suspends its business, becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, becomes subject to direct control of a trustee, receiver or similar authority, or becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.
- c. Survival and Termination Obligations. Immediately upon expiration or termination of this Agreement for any reason whatsoever, Customer will cease all access to and use of the Service and all outstanding Fees will become immediately due and payable to GovPilot. Sections 1, 2(b)-(e), 3, 4(b), 5(a)-(b), 6-8, 9(c), 10 and all defined terms appearing in those Sections will survive this Agreement.

10. Miscellaneous

- a. Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either Party, in whole or in part, whether voluntary or by operation of law, without the prior written consent of the other Party, except in connection with a sale of assets, reorganization, acquisition, merger or consolidation. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Any assignment in violation of this Section 10(a) will be null and void.
- b. Notices. Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth above and with the appropriate postage affixed; or (ii) sent via facsimile or electronic mail pursuant to the contract information set forth in the Cover Page. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section. Notices are deemed given two (2) business days following the date of mailing, one (1) business day following delivery to a courier, and/or on the same day a facsimile or electronic mail is sent to the recipient.
- c. Limitation on Claims. No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a Party knew or

reasonably should have known of the breach or claimed breach.

- d. Force Majeure. Neither Party will incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the applicable Party. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.
- e. Waiver. Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such Party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's right to take subsequent action.
- f. Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the Parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the Parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
- g. Integration. This Agreement and the Cover Sheet contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous or contemporaneous communications, representations, understandings and agreements, either oral or written, between the Parties with respect to said subject matter. This Agreement may not be amended, except by a writing signed by both Parties.
- h. Purchase Orders. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Customer may use in connection with the acquisition or licensing of the Service will have any effect on the rights, duties or obligations of the Parties under, or otherwise modify, this Agreement, regardless of any failure of GovPilot to object to such terms, provisions or conditions.
- i. Export. Customer acknowledges that the Service may contain features subject to United States and local country laws governing import, export, distribution and use. Customer is responsible for compliance by the Customer and its Authorized Users with United States and local country laws and regulations and will not export, use or transmit the Service (i) in violation of any export control laws of the United States or any other country; or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Order.
- j. U.S. Government Restricted Rights. If the Service is accessed or used by any agency or other part of the U.S. Government, the U.S. Government acknowledges that GovPilot provides the Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a U.S. government agency has a need for rights not granted under these terms, it must negotiate with GovPilot to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.
- k. Trademarks. Upon obtaining the other Party's prior written consent in each instance, each Party may use the other Party's name, trademarks, tradenames, service marks, and logos, in its client or service provider list, as applicable, in the same manner in which it uses the names of its other clients and service providers, as applicable.
- I. Governing Law. This Agreement will be governed by the laws of the State of New Jersey , without reference to its conflict of laws principles. Any dispute between the Parties regarding this Agreement will be subject to the exclusive venue of the state and federal courts in Hudson County, New Jersey The Parties hereby consent to the exclusive jurisdiction and venue of such courts and agree not to challenge such venue under any circumstances.

ADDENDUM

	SELECTED PROCESSES
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	



Date: September 19, 2017

Title: 2018 Budget Request – Town Hall Maintenance Plan

Presented By: Hobbes Hayden, Manager of Public Works

Prepared By: Hobbes Hayden, Manager of Public Works

Background: In preparation for 2018 budget development Town staff has evaluated

the immediate and long-term needs of Town Hall Maintenance that

will require significant financial allocations. Needs include:

Concrete (2018/19)

Stucco and Stone Repair (2018)Exterior Paint and Staining (2018)

Parking Lot Pavement and Aesthetics (2018)

Ash Tree Treatment (2018 and beyond)

HVAC (2019)Carpet (2019)

Roof and Windows (2022+)

This information will be presented at the Trustees meeting along with recommendations for specific projects to be conducted in 2018 and beyond for their consideration when preparing and adopting the

Town's 2018 budget.

Attachments: None – to be presented at Trustee Meeting

Fiscal Impacts: TBD by final scope of work.

Recommended Motion(s): Provide staff with direction as to what projects should be included in

the draft 2018 Town Budget.



Date: September 19, 2017

Title: 2018 Budget Request – Light Pole Replacement Program

Presented By: Hobbes Hayden, Manager of Public Works

Prepared By: Hobbes Hayden, Manager of Public Works

Background: In preparation for 2018 budget development Town staff has evaluated

the immediate and long-term maintenance of Town owned street

lights.

This information will be presented at the Trustees meeting along with recommendations for specific projects to be conducted in 2018 and beyond for their consideration when preparing and adopting the

Town's 2018 budget.

Attachments: None – to be presented at Trustee Meeting

Fiscal Impacts: TBD by final scope of work.

Recommended Motion(s): Provide staff with direction as to what projects should be included in

the draft 2018 Town Budget.



Date:

September 19, 2017

Title:

2018 Budget Request - Platte Canyon Shoulder Aesthetics

Presented By:

J.D. McCrumb, Town Administrator

Prepared By:

Brent Kaslon, Assistant Town Planner, ICON Engineering

Background:

Staff was charged with providing a recommendation for the Aesthetic improvements along Platte Canyon Road. The shoulder/edge is currently filled with weeds and has to be cleaned up regularily. Staff has evaluated the alternatives to improve the shoulder aesthetics.

Alternatives included types of mulch/rock material to add and also the addition of curb and gutter along the road. After reviewing the alternatives with Engineering staff, it was determined that a curb would be a major change to the roadway which would involve the coordination with CDOT and in the end, may not be allowed because of the drainage implications.

Staff's recommendation is to add 4-6" cobble mulch along the side of the road in all the areas where the solid brick wall faces Platte Canyon Road.

The cobble areas include:

- Coal Mine (Burning Tree entrance) to approximately Dutch Creek
- The north edge of the Columbine Country Club Par-3 Course to Village Court
- Village Court to the edge of Wilder Lane to match the cobble mulch at the entry to Wilder Lane.

The area between Hunter Run Lane and Coal Mine was not added to this list as it is slated to be worked on with the approval of the Wild Plum development.

Attachments:

Opinion of Probable Cost

Photo of proposed appearance (shown at Wilder Lane)

Fiscal Impacts:

\$26,000.00 This is an assumption of cost, actual prices could differ, but should give a good budget. Once agreed upon, a request for proposal should be sent out to local landscape contractors to determine actual costs moving forward.

Recommended Motion(s):

Provide staff with direction as to what projects should be included in

the draft 2018 Town Budget.

Opinion of Probable Cost

Platte Canyon Road - Cobble Mulch

Town of Columbine Valley May 10, 2017

Description	Size	Quantity	Unit Price	Total Price
Site Work				
Clear/Grub		15,280.00 s	f \$0.15	\$2,292.00
Fine Grading		15,280.00 s	f \$0.15	\$2,292.00
Rock Mulch - No Fabric	Cobble 4-6"	212 tr	n \$75.00	\$15,916.67
Crusher Fines Area for Bus Stop		480 s	f \$4.00	\$1,920.00
			Subtotal	\$22,420.67
		15% -	Contingency	\$3,363.10
		G	rand Total	\$25,783.77

Qualifications:

1 Assumed 5-8' average width

2 Cobble Areas include:

Coal Mine to Dutch Creek Executive Course to Village Court Village Court to start of Wilder Lane

3 Crusher Fines Areas:

Coal Mine to the Bus Stop at Burning Tree

