

TOWN OF COLUMBINE VALLEY
BOARD OF TRUSTEES MEETING
September 20, 2016

A G E N D A

1. ROLL CALL 6:30PM
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF MINUTES Mayor Champion
August 16, 2016
4. CITIZENS CONCERNS Mayor Champion
Columbine Country Club
HOA Presidents/Representatives
Public Comments
5. MAYOR'S COMMENTS Mayor Champion
6. TRUSTEE COMMENTS:
Mayor Pro Tem Cope
Trustee Boyle
Trustee Christy
Trustee Dotson
Trustee Menk
Trustee Palmer
7. TOWN ADMINISTRATORS REPORT Mr. McCrumb
8. POLICE DEPARTMENT REPORT Chief Cottrell
9. TOWN TREASURERS REPORT Mr. Tempas
10. OLD BUSINESS
11. NEW BUSINESS Mr. Sieber
Minor Amendment to The Village Development Plan Mr. Hayden
Snow Removal Plan and Equipment Mr. Tempas
2017 Budget – 1ST Draft Mr. McCrumb
Bow Mar Building Department IGA Mrs. Struthers
Resolution #5, Series 2016 Employee Manual
12. EXECUTIVE SESSION
The Board of Trustees will be going into Executive Session to approve the minutes of August 16, 2016, to discuss personnel matters pursuant to C.R.S. 24-6-402 .
13. ADJOURNMENT

TOWN OF COLUMBINE VALLEY
BOARD OF TRUSTEES

Minutes

August 16, 2016

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, Dave Cope, Kathy Boyle, Gale Christy, Bill Dotson, Bruce Menk and Roy Palmer

Also present: Lee Schiller, J.D. McCrumb, Jeff Tempas, Phil Sieber, Jeremy Hayden, Matt Brown and Bret Cottrell

MINUTES: The minutes of the July 19, 2016 meeting were approved.

CITIZEN CONCERNS: Michael Bratcher, Manager of the CCC, provided the Trustees with a brief update of the Clubs construction progress.

There were no HOA representative comments.

Mara Marks, 8 Driver Lane, asked that the Board take no action on the Hunter Run traffic signal application agenda item.

Adam Dalmy, 32 Fairway Lane, asked for follow-up on a request of staff to get CDOT to unofficially consider a traffic signal at Hunter Run considering all Wild Plum development traffic.

MAYOR'S COMMENTS: Mayor Champion had no comments.

TRUSTEE COMMENTS: Trustee Dotson provided an update on the Clayton Farm development process (Littleton) and reported that the developer and adjacent homeowners are meeting, although issues still remain. He also shared that the Kelly property on Brookhaven Lane and Bowles was for sale. Trustee Dotson learned that the City of Littleton may not consider the Brookhaven easement on the Kelly property enforceable.

Trustee Christy asked for updates on the Lilienthal property. There were none.

TOWN ADMINISTRATORS REPORT: Mr. McCrumb presented the attached report. He presented the Trustees with a draft of the community survey which was discussed and modified. Mr. Sieber and Mr. Brown presented an update on the Platte Canyon Task Force – a meeting with elected officials will be scheduled as soon as possible.

POLICE CHIEFS REPORT: Chief Cottrell presented the attached report. He also reported on some recent wild life issues including an unconfirmed bear sighting. The Chief informed the Board of a recent hit and run (no serious injuries, victim not pursuing charges). Sergeant Bowman has left the CVPD; there is one full time PD opening.

TOWN TREASURERS REPORT: Mr. Tempas presented the attached report and answered Trustee questions. The first draft of the 2017 budget will be presented in September.

OLD BUSINESS: There was no old business.

NEW BUSINESS:

- **Resolution #4, Series 2016: Personnel Policy and Procedure Amendment** Mr. Tempas presented to the Trustees a correction to the current PPP Manual addressing the definition of full-time and part-time personnel.
ACTION: upon a motion by Trustee Palmer and a second by Trustee Dotson, the Board of Trustees unanimously approved Resolution #4, Series 2016.

- **Street Sign Production Purchase:** Mr. Hayden presented to the Trustees a proposal to purchase a 3D printer so the Town could self-produce the decorative elements of the Town's street signs. The Trustees discussed the merits of this option and asked staff clarifying questions.
ACTION: upon a motion by Trustee Christy and a second by Trustee Menk, the Board of Trustees approved \$3,900 for the purchase of a printer and software 6-1 (Champion, nay).

- **Traffic Signal Application for Hunter Run:** Mr. Sieber presented to the Trustees the background of this request indicating that it was initiated by a request from the Old Town HOA. The Trustees discussed the merits of applying for this request now or later.
ACTION: no action was taken.

EXECUTIVE SESSION: Upon a motion by Trustee Cope and a second by Trustee Boyle, the Board unanimously approved entering into executive session at 8:11 p.m. to approve the minutes of July 19, 2016, to discuss personnel matters pursuant to C.R.S. 24-6-402 and to confer with the Town Attorney pursuant to C.R.S. Section 24-6-402(4)(b), regarding Taylor Morrison's construction improvement issues at the Willowcroft development.

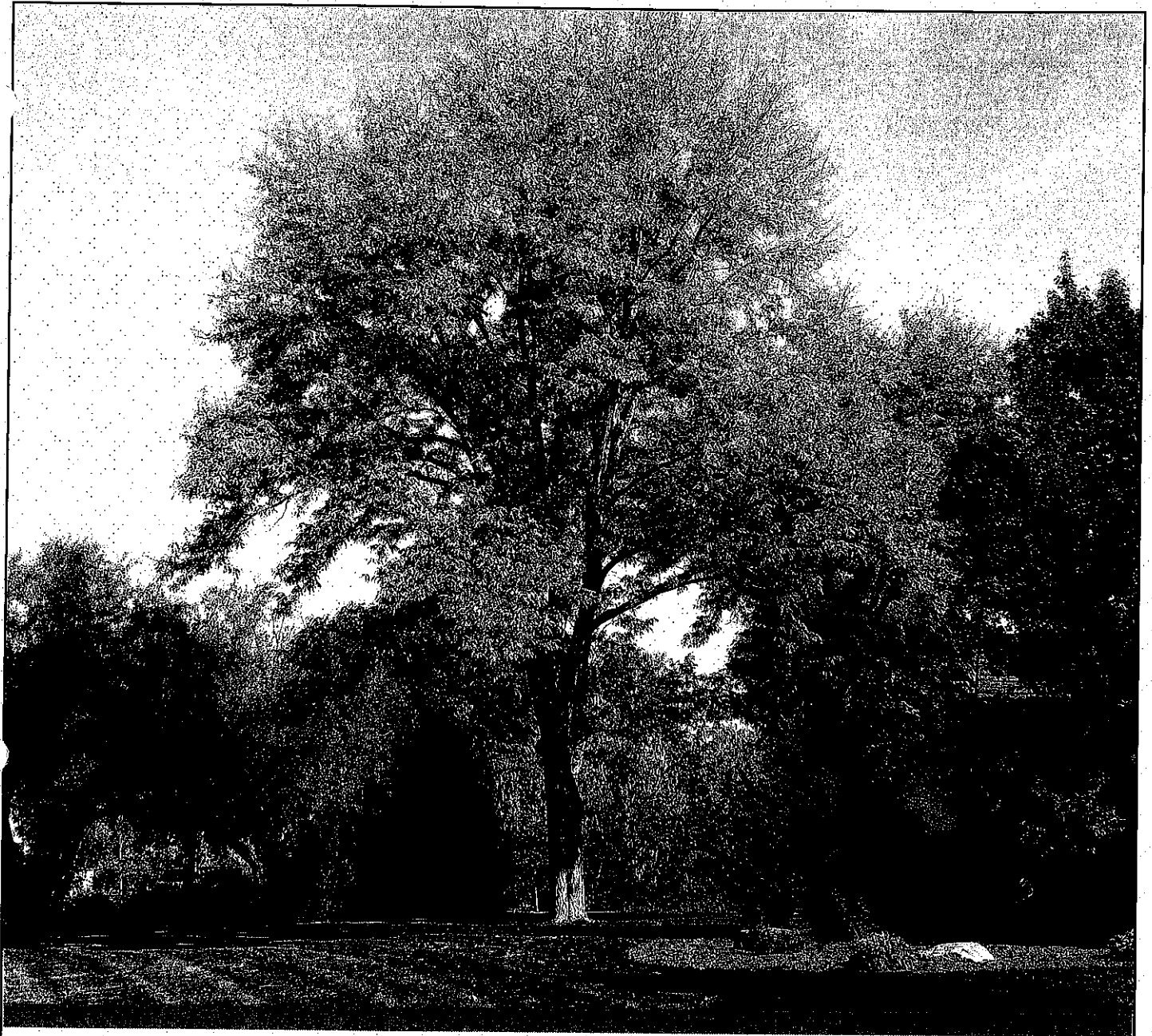
RETURN TO THE RECORD: The Board returned to the record at 9:04 p.m.

ADJOURNMENT: There being no further business, the meeting was adjourned at 9:04 p.m.

Submitted by,
J.D. McCrumb, Town Administrator

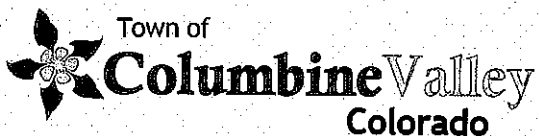
** All reports and exhibits listed "as attached" are available on the Columbine Valley web site and by request at Town Hall, 2 Middlefield Road.*

*** 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 2016



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 19 question community survey has been mailed to every household in Columbine Valley. The deadline to return surveys to Town Hall is Friday, October 14. Staff will tabulate the results and report them to the Trustees at the November meeting.
- Staff is now fully prepared to take over Building Department services for the Town of Bow Mar. For the past two months, J.D. and Stephanie have been meeting with Bow Mar officials reviewing and designing the forms, processes and procedures to ensure a smooth and speedy transition on or after Oct 1.
- Administrative staff evaluations are now underway. 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 as benchmarks in 2017.
- Michael Weber started her internship with the Town on September 7. A Masters student at CU-Denver, her work will focus on communications and engagement programs. She will also attend many meetings with the Town Administrator, Trustees and other staff as she learns the nuances of how Columbine Valley functions.

Citizen Contacts:

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

- ⇒ Building Department: 83
- ⇒ Comm. Development: 148
- ⇒ Public Works: 59
- ⇒ Municipal Court: 31
- ⇒ Other: 97

Town Website August Statistics

3,214

Total Visits

4,009

August Page Views


Top Pages

Development Updates

Community Updates

Municipal Court

Building Department



Building Department

Monthly Stats

11 Permits Issued

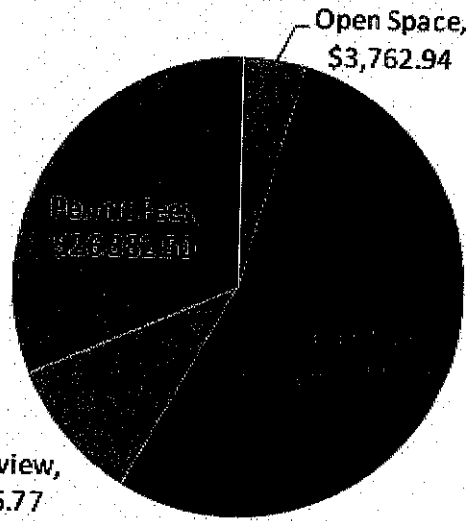
- New SER: 4
- Major Remodels: 2
- New Roofs: 2
- Other/Misc.: 3

76 Inspections

12 Licenses Issued

- General: 4
- Electrician: 1
- Plumbers: 3
- Mechanical: 1
- Roofer: 3

Aug. Permit Rev.: \$83,947.48



Willowcroft Manor

41 Total Lots

27 Permits Issued

1 Permit Pending

19 Completed Homes

16 Occupied Homes

Wilder Lane

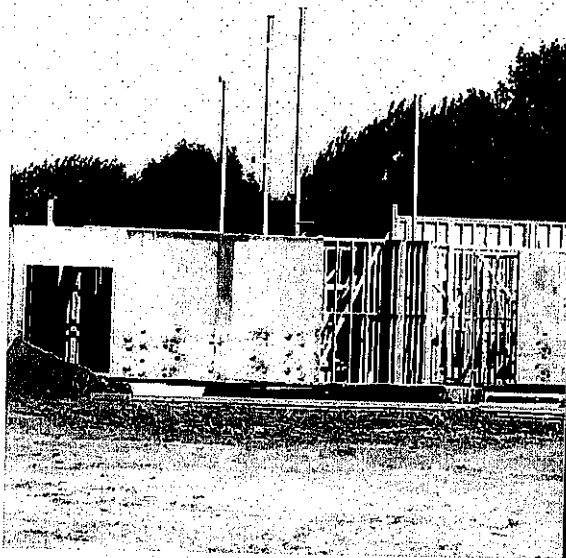
24 Total Lots

5 Permits Issued

1 Permit Pending

4 Completed Homes

1 Sold Home



Building Department Revenue by Month

	2015	2015 YTD	2016	2016 YTD
January	\$14,742.95	\$14,742.95	\$2,304.44	\$2,304.44
February	\$18,825.32	\$33,568.27	\$8,570.86	\$11,175.30
March	\$11,882.31	\$45,450.58	\$8,269.78	\$19,445.08
April	\$16,172.44	\$61,623.02	\$64,801.11	\$84,246.19
May	\$1,783.21	\$63,406.23	\$45,709.17	\$130,155.36
June	\$47,311.29	\$110,717.52	\$39,756.92	\$169,912.28
July	\$13,714.82	\$124,432.34	\$57,303.11	\$227,215.39
August	\$83,947.48	\$208,379.82	\$83,947.48	\$311,162.87
September	\$77,725.72	\$286,105.54		
October	\$11,204.42	\$300,309.96		
November	\$83,403.92	\$383,713.88		
December	\$13,777.45	\$400,491.33		

New Permit Applications

Staff has updated the building department applications for permits and licenses in an effort to make the process easier for applicants to navigate. This process will also aid staff in record keeping and the tracking of active projects and licenses.

Municipal Court

	<u>2015</u>	<u>2015 YTD</u>	<u>2016</u>	<u>2016 YTD</u>
January	\$4,120.95	\$4,120.95	\$5,632.49	\$5,632.49
February	\$8,377.50	\$12,498.45	\$3,527.00	\$9,159.49
March	\$8,315.52	\$20,813.97	\$6,170.5	\$15,329.99
April	\$7,540.50	\$28,354.47	\$4,323.50	\$19,653.49
May	\$7,122.00	\$35,476.47	\$1,862.25	\$21,515.74
June	\$6,914.66	\$42,391.13	\$3,638.78	\$25,154.52
July	\$5,201.29	\$47,592.42	\$8,590.86	\$33,744.88
August	\$6,941.67	\$54,534.09	\$5,843.61	\$39,588.49
September	\$5,724.36	\$60,258.45		

August Monthly Stats

Total paid before Court:	16
Total on docket:	40
Cases heard by Judge:	22
Continuances:	2
Failure to Appear:	6
Stay of Executions:	4
Classes Ordered:	9
Bench Warrants:	2
Trials:	0

Public Works Department

- UPDATE: The 2016 Pavement Program is approximately 35% complete. Work started on August 15 and is scheduled to be complete by early/mid October. The current scope of work is:
 Concrete is approximately 60% complete. Work will resume on Sept 19 and last through the 26th.
 Asphalt patching is complete.
 Slurry Seal will occur in Old Town on September 22 and 23.
 Middlefield Milling/Overlay has not yet been assigned dates for work but is still anticipated to be complete in 2016.
 Street striping will be completed by City of Littleton as late as possible; this may or may not coincide with the completion of work by A-One. Street sweeping by City of Littleton same day as striping.



- As the Town replaces gutter pans this year, and moving forward, the slotted pans at residential driveways will be removed whenever possible. These groves are the number one contributor to water and debris build up and result in the structural integrity of the pans failing prematurely. Staff is currently reviewing a long-term Town-wide gutter pan replacement option that will help reduce standing water throughout Columbine Valley.
- Columbine Valley has now joined the Community Collaborative Rain, Hail and Snow Network. CoCoRaHS is a unique, non-profit, community-based network of volunteers working together to measure and map precipitation (rain, hail and snow). By using low-cost measurement tools, staff aims to provide the highest quality data for natural resource, education and research applications. This will give us a better understanding of precipitation at Town Hall, as well as give us pinpoint data from around the region.

Community Development

Wilder Lane

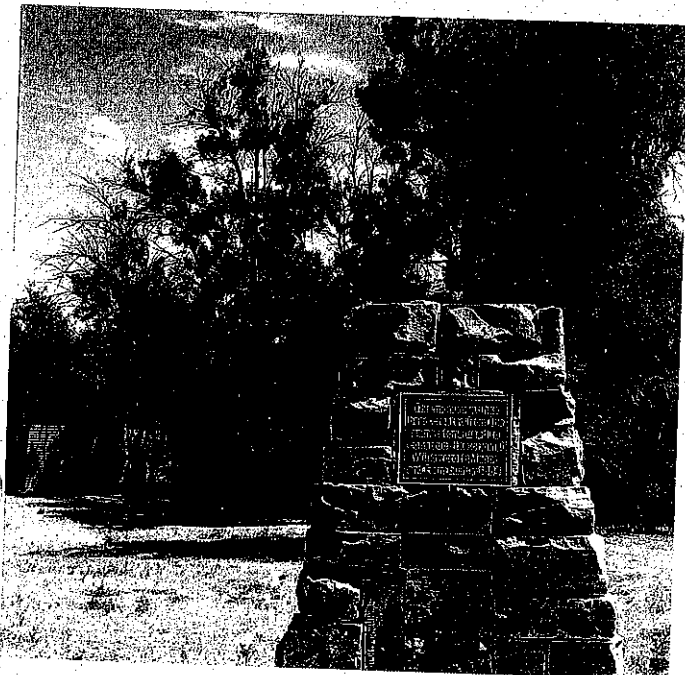
- The first home closing (2 Wilder Lane) is now scheduled for Sept. 15.
- There have been few substantive changes in the Willowcroft development since the July update. Landscaping continues to be installed and should be complete this month, with the exception of the landscaping around the street repairs on Middlefield which had not been started at the time of writing.
- The traffic island ("porkchop") at S. Platte Canyon Rd will be installed at a later date to accommodate home construction traffic from S. Platte Canyon Rd. Drainage pan construction at the intersection of Wilder Lane and Middlefield Rd was completed in August 2016. Roadway asphalt pavement cracking will need to be monitored and repaired before the end of warranty period.
- Punch list items include concrete pans that do not drain, asphalt cracking, dead plants and excess grass clippings going into the storm water system.

Willowcroft Manor

- Taylor Morrison and JBS Pipeline are planning to start sump pump under-drain construction in the last week of September 2016. They are anticipating one street cut, but there is potential for three additional street cuts if the existing underdrain pipe is found to be unsuitable at those locations.
- Taylor Morrison and the Columbine Water and Sanitation District are still coordinating sanitary sewer repairs. The start date for work is undetermined. At this time, the contractor (American West) has identified approximately 10 locations they plan to repair and is currently considering a pipe vibration repair method that will not require roadway removal or excavation.

Wild Plum Farm

- On August 23rd the Planning Commission met in a continued public hearing. There were revised staff reports and developer presentations as well as additional comments from the HOA's and Town residents. The Planning Commission continued the public hearing to their regular meeting on September 13th.



Littleton Valley Villas (KB Homes)

- There has not been any activity to report relating to this development.

Clayton Family Farms

- There has not been any activity to report relating to this development.

Platte Canyon Road

- At the August Trustee's meeting the staff was directed to draft a letter for the Mayors signature inviting elected officials from Arapahoe and Jefferson Counties and the City of Littleton to a meeting to discuss and assess interest in the continuation of our joint planning efforts concerning the mitigation of the traffic problems on the Highway. The letter has been prepared and we are awaiting responses.

TOWN OF COLUMBINE VALLEY ACTIVITY REPORT

2016

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
TOTAL MUNICIPAL SUMMONS ISSUED	41	31	43	28	39	66	57	59	0	0	0	0	364
SPEEDING	21	14	16	14	12	21	13	15					126
PROHIBITED PARKING	5	4	7	0	8	11	21	6					62
INSURANCE	3	6	1	4	1	1	4	5					25
FAIL TO STOP FOR SIGN & LIGHT	9	3	4	1	8	5	6	8					44
OTHER	3	4	15	9	10	28	13	25					107
COLUMBINE VALLEY SUMMONS	27	20	26	15	19	25	32	27					191
BOW MAR SUMMONS	14	11	17	13	20	41	25	32					173
TOTAL ARRESTS													
MISDEMEANOR	2	2	4	4	3	4	2	3	0	0	0	0	24
FELONY	1	0	2	0	0	1	1	0					5
DUI	0	0	0	1	0	1	0	2					4
WARRANTS	1	2	2	1	2	1	1	1					11
JUVENILE	0	0	0	1	1	0	0	0					2
	0	0	0	1	0	1	0	0					2
TOTAL GALLONS OF GASOLINE PURCHASED	505.5	464.2	563.5	558.9	543.8	546.37	505.7	448.66					4136.63
TOTAL MILES DRIVEN	6103	4987	6588	5735	5678	5684	4792	4753					44320
TOTAL HOURS WORKED	916.5	877.8	1066.5	1024.3	1007.0	1017.8	859.5	942.5	0	0	0.0	0	7711.8
REGULAR HOURS	885.5	862.3	1044	1016	1000.5	1000	854.5	907.5					7570.3
OVERTIME HOURS	31	15.5	22.5	8.25	6.5	17.75	5.0	35					141.5
TOTAL ASSISTS RENDERED													
ARAPAHOE COUNTY SHERIFF	5	3	4	6	5	5	5	5	0	0	0	0	38
LITTLETON POLICE DEPARTMENT	4	1	4	3	4	3	4	3					26
SHERIDAN	1	1	0	2	1	2	1	2					10
OTHER	0	0	0	0	0	0	0	0					0
BOW MAR CALLS	0	1	0	1	0	0	0	0					2
BRET COTTRELL, CHIEF	30	17	22	27	26	35	37	31					225

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

	Totals	
Assets	August 31, 2016	December 31, 2015
Cash and investments	\$ 1,783,542	1,601,964
Other receivables	81,938	136,190
Property taxes receivable	2,612	312,843
Property and equipment, net	1,996,860	1,996,859
	\$ 3,864,952	4,047,856
<u>Liabilities and Equity</u>		
Liabilities:		
Accounts payable	\$ 55,075	255,917
Accrued liabilities	34,431	27,364
Deferred property tax revenue	2,612	312,843
Fund balance:		
Reserved - TABOR emergency	37,696	47,917
Conservation Trust	25,674	20,354
Arapahoe County Open Space	322,644	289,345
Unavailable - Fixed assets net of outstanding long term debt	1,996,860	1,996,859
Unreserved	1,389,960	1,097,257
Total equity	3,772,834	3,451,732
	\$ 3,864,952	4,047,856

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, 2016 AND 2015

Revenue	August Totals		Eight Months Ended August 31, 2016		
	2016	2015	Budget	Actual	Variance
Taxes:					
Property taxes	\$ 5,231	817	303,458	310,231	6,773
Specific ownership taxes	1,649	1,830	13,400	14,025	625
Sales and use tax	70,185	54,672	420,664	515,648	94,984
Utility franchise fees	2,500	8,340	32,000	24,046	(7,954)
Cable television	61	-	12,500	14,480	1,980
Permits and fines:					
Permits, fees and services	36,309	4,196	99,336	276,607	177,271
Fines	5,844	6,742	53,336	44,896	(8,440)
Intergovernmental:					
Bow Mar IGA	65,228	-	195,683	195,683	-
State highway user's tax	3,527	4,112	28,664	24,323	(4,341)
County highway tax revenue	-	-	10,800	11,668	868
Motor vehicle registration fees	437	456	4,000	3,836	(164)
State cigarette tax apportionment	108	97	432	755	323
Conservation Trust Fund entitlement	-	-	3,000	5,294	2,294
Arapahoe County Open Space shareback	-	-	30,000	32,440	2,440
Interest income	682	363	1,664	3,626	1,962
Other	188	(132)	6,000	6,839	839
Total revenue	191,949	81,493	1,214,937	1,484,397	269,460
Expenditures					
Current:					
Public safety	42,738	41,572	451,211	403,815	47,396
Sanitation	6,070	5,613	48,000	46,731	1,269
Administration	34,649	30,388	301,214	374,690	(73,476)
Planning and zoning	1,338	(3,152)	38,000	58,416	(20,416)
Public works	7,385	4,678	275,700	67,266	208,434
Economic incentive	-	-	-	104,930	(104,930)
Other - rounding	(2)	-	-	3	(3)
Capital outlay					
Capital expenditures	3,710	-	30,000	28,230	1,770
Conservation Trust Fund expenditures	-	-	6,000	-	6,000
Total expenditures	95,888	79,099	1,150,125	1,084,081	66,044
Excess of revenue over expenditures	96,061	2,394	64,812	400,316	335,504
Major projects	-	-	100,000	79,215	20,785
Excess of revenue over (under) expenditures and major projects	96,061	2,394	(35,188)	321,101	356,289
Fund balance - beginning of period	1,679,913	1,662,737	1,211,456	1,454,873	243,417
Fund balance - end of period	\$ 1,775,974	1,665,131	1,176,268	1,775,974	599,706

TOWN OF COLUMBINE VALLEY
GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
EIGHT MONTHS ENDED AUGUST 31, 2016 AND 2015

	August 2016	August 2015	Budget	Eight Months Ended August 31, 2016 Actual	Variance
Public safety:					
Automotive expenses	1,280	2,292	26,586	16,795	9,791
Salaries and benefits	37,029	34,094	359,091	330,453	28,638
Municipal court	3,314	3,875	28,672	24,434	4,238
Other	1,115	1,311	36,862	32,133	4,729
	<u>42,738</u>	<u>41,572</u>	<u>451,211</u>	<u>403,815</u>	<u>47,396</u>
Sanitation	6,070	5,613	48,000	46,731	1,269
Administration:					
Legal	2,410	2,644	26,664	29,195	(2,531)
Accounting and audit	1,100	550	18,800	19,400	(600)
Inspection	11,943	5,459	49,664	111,938	(62,274)
Town administration	16,552	12,611	142,275	130,979	11,296
Insurance and bonds	615	594	18,104	21,937	(3,833)
Office supplies and miscellaneous	(644)	5,194	18,336	34,550	(16,214)
County Treasurer's collection fees	54	8	3,035	3,104	(69)
Rent and building occupancy costs	2,619	3,328	24,336	23,587	749
	<u>34,649</u>	<u>30,388</u>	<u>301,214</u>	<u>374,690</u>	<u>(73,476)</u>
Planning and zoning					
Planner and Engineering	1,338	(3,152)	38,000	58,416	(20,416)
Public works:					
Street repairs and maintenance	6,177	170	227,764	24,795	202,969
Street lighting	1,118	1,191	10,000	8,827	1,173
Weed and tree removal	554	300	12,336	14,813	(2,477)
Other	(464)	3,017	25,600	18,831	6,769
	<u>7,385</u>	<u>4,678</u>	<u>275,700</u>	<u>67,266</u>	<u>208,434</u>
Economic incentive	-	-	-	104,930	(104,930)
Other - rounding	(2)	-	-	3	(3)
	<u>(2)</u>	<u>-</u>	<u>-</u>	<u>104,933</u>	<u>(104,933)</u>
Capital expenditures:					
Public safety	-	-	10,000	10,855	(855)
Administration	3,710	-	20,000	17,375	2,625
Public works	-	-	-	-	-
	<u>3,710</u>	<u>-</u>	<u>30,000</u>	<u>28,230</u>	<u>1,770</u>
Conservation Trust Fund expenditures	-	-	6,000	-	6,000
Total expenditures	<u>95,888</u>	<u>79,099</u>	<u>1,150,125</u>	<u>1,084,081</u>	<u>66,044</u>
Major projects:					
Town Hall remodel	-	-	100,000	79,215	20,785
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>-</u>	<u>-</u>	<u>100,000</u>	<u>79,215</u>	<u>20,785</u>
Total expenditures and major projects	<u>95,888</u>	<u>79,099</u>	<u>1,250,125</u>	<u>1,163,296</u>	<u>86,829</u>

TOWN OF COLUMBINE VALLEY
 SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL
 EIGHT MONTHS ENDED AUGUST 31, 2016 AND 2015

	August 2016	August 2015	Eight Months Ended August 31, 2016		
			Budget	Actual	Variance
Public Safety:					
Automotive expenses:					
Cruiser gas/oil/maintenance	1,280	2,292	23,336	11,920	11,416
Cruiser insurance	-	-	3,250	4,875	(1,625)
	<u>1,280</u>	<u>2,292</u>	<u>26,586</u>	<u>16,795</u>	<u>9,791</u>
Salaries and benefits:					
Salaries	30,962	27,165	280,385	265,886	14,499
Pension plan	2,502	2,650	25,962	23,709	2,253
Health/workman's comp insurance	3,565	4,279	52,744	40,858	11,886
	<u>37,029</u>	<u>34,094</u>	<u>359,091</u>	<u>330,453</u>	<u>28,638</u>
Municipal court:					
Municipal court - judge	750	750	6,000	6,000	-
Municipal court - legal	2,319	2,844	18,336	15,956	2,380
Municipal court - other	245	281	4,336	2,478	1,858
	<u>3,314</u>	<u>3,875</u>	<u>28,672</u>	<u>24,434</u>	<u>4,238</u>
Other:					
Uniforms	1,792	80	5,336	5,087	249
Education/training	-	-	5,000	1,236	3,764
Arapahoe County dispatch fee	-	-	13,190	13,190	-
Supplies/miscellaneous	(677)	1,231	13,336	12,620	716
	<u>1,115</u>	<u>1,311</u>	<u>36,862</u>	<u>32,133</u>	<u>4,729</u>
Administration:					
Town administration:					
Salaries - administration	10,313	9,548	106,615	87,829	18,786
FICA/Medicare - administration	1,771	859	8,529	11,627	(3,098)
Health insurance - administration	1,312	998	9,336	11,925	(2,589)
Pension - administration	655	477	5,331	5,055	276
Telephone/communications	703	487	3,664	4,500	(836)
Computer expense	1,713	242	3,336	6,076	(2,740)
Election expense	-	-	2,000	35	1,965
Dues and publications	85	-	3,464	3,932	(468)
	<u>16,552</u>	<u>12,611</u>	<u>142,275</u>	<u>130,979</u>	<u>11,296</u>
Office supplies and miscellaneous:					
Advertising/notices	-	9	336	333	3
Miscellaneous	(1,031)	4,557	14,664	26,597	(11,933)
Supplies - administration	387	628	3,336	7,620	(4,284)
	<u>(644)</u>	<u>5,194</u>	<u>18,336</u>	<u>34,550</u>	<u>(16,214)</u>
Legal	2,410	2,644	26,664	29,195	(2,531)
Accounting and audit	1,100	550	18,800	19,400	(600)
Inspection	11,943	5,459	49,664	111,938	(62,274)
Insurance and bonds	615	594	18,104	21,937	(3,833)
County Treasurer's collection fees	54	8	3,035	3,104	(69)
Building occupancy costs	2,619	3,328	24,336	23,587	749

TOWN OF COLUMBINE VALLEY
 SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL
 EIGHT MONTHS ENDED AUGUST 31, 2016 AND 2015

	August 2016	August 2015	Eight Months Ended August 31, 2016		
			Budget	Actual	Variance
Public works:					
Street repairs and maintenance:					
Street/gutter maintenance	2,690	-	206,664	8,507	198,157
Snow removal	-	-	8,100	8,850	(750)
Striping	2,285	-	2,000	2,545	(545)
Signs maintenance	414	25	2,000	1,042	958
Vehicle maintenance	703	145	1,664	3,567	(1,903)
Other drainage	85	-	6,336	149	6,187
Street cleaning	-	-	1,000	135	865
Street lighting	6,177	170	227,764	24,795	202,969
Ground maintenance	1,118	1,191	10,000	8,827	1,173
Other:	554	300	12,336	14,813	(2,477)
Miscellaneous minor public works	(1,155)	729	3,936	10,592	(6,656)
Storm water permit process	191	350	6,000	3,956	2,044
Professional fees	500	1,938	15,664	4,283	11,381
Capital and Conservation Trust Fund:	(464)	3,017	25,600	18,831	6,769
Capital expenditures:					
Administration	3,710	-	20,000	17,375	2,625
Public safety	-	-	10,000	10,855	(855)
Public works	-	-	-	-	-
Conservation Trust Fund expenditures:	3,710	-	30,000	28,230	1,770
Miscellaneous	-	-	6,000	-	6,000
	-	-	6,000	-	6,000



Request for Board of Trustee Action

Date: September 20, 2016

Title: The Village Minor Amendment to the Development Plan

Presented By: Phil Sieber, Town Planner

Prepared By: Phil Sieber, Town Planner; Lee Schiller, Town Attorney

Background: Lauren Guthrie at 11 Columbine Lane (The Village) wants to extend his garage 12' into the front yard. The attached sketch show the location of the house, the existing garage front, the requested extension and the street and cul de sac lines (back of pan). The HOA and Town requirements are:

HOA: Front yard setback is 25' minimum except that a setback of 15' is allowed from a cul de sac. His proposal complies with the HOA standards.

Town: The front yard setback in the RPD Zoning District is 25' with no exception for cul de sacs. The proposal does not comply with the Town Land Use Regulations for the RPD (Residential Planned Development)

The Village (and Burning Tree and the Villas) are zoned RPD but there is not an official Final Development Plan. The Final Plat is the only approved document. If we consider the Plat to be the Plan then we could do this with a minor amendment which could be approved by the Board of Trustees. If we feel that The Village and the others are really straight zoning, then it would require a variance by the Board of Adjustment which (by statute) has extremely strict standards for a variance.

The Town Planner and the Town Attorney feel that these three neighborhoods are considered planned developments in that the development standards that were established when they were approved did not comply with the any existing straight zoned district.

Therefore, we recommend that the Trustees consider this as a minor amendment to a final development plan. Since the request does comply with the standards adopted by the Village HOA, the staff recommends approval.

If you agree that the Town could (later) take the position that The Village, The Villas and Burning Tree are all Planned Developments staff could have all three submit their Final Plats and have them approved as Final Development Plans by the Trustees so that we would have both required documents on record.

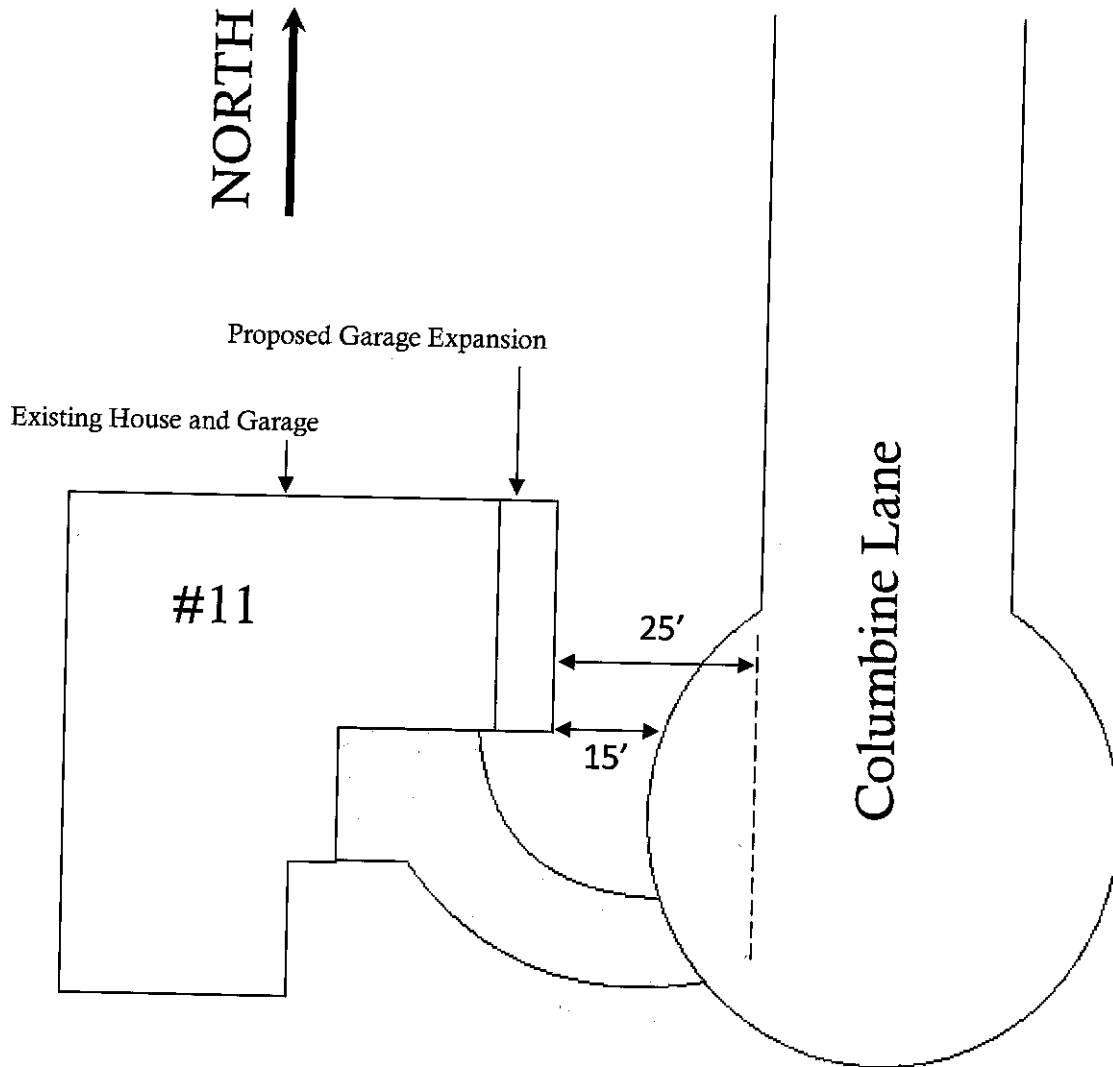
Attachments: Exhibit A – Drawing of Requested Addition
Letter from the Village HOA

Fiscal Impacts: None

Staff Recommendations: Approve as presented

Recommended Motion: “I move to approve the minor amendment as presented”.

Exhibit A



Drawing not to scale

The
VILLAGE
Columbine Valley

September 13th 2016

Lauren & Lane Guthrie
11 Columbine Ln.
Littleton, Colorado, 80123

Lauren & Lane,

The Village at Columbine Valley HOA Design Review Committee has reviewed your plan to modify the garage on your home at the above address. You have stated you would like to build the following:

- Extend the eastern wall of the garage out approximately 12 feet
- Change the entrance of the garage to the eastern wall, remove the current southern wall entrance.
- Building a new driveway to the entrance, replace the current driveway with grass and a entry way.
- All new garage walls, roof, gutters, soffits and all additional materials will match the current garage materials.

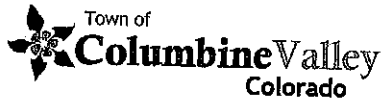
We find that your plans do meet all guidelines of the HOA. The by-laws state that you shall not have a garage that exceeds storage of 3 automobiles and the distance from your home to the street may not be less than 15 feet in a cul-de-sac. This distance to the street is not exceeded. The usable area for parking automobiles will be 20 feet by 35 feet, there is an additional raised area that is not accessible to vehicles and is approximately 7 feet by 23 feet. While the garage area may house 4 small automobiles, it would not store more than 2 large SUVs or Pickup Trucks. Additionally, the updated garage square footage is consistent with extended 3 car garage designs plans we have researched. On the next page of this letter are two images of the house plan with dimensions of the modifications illustrated in red.

Feel free to use this letter as your HOA authorization to proceed with your project. It is still necessary to go through the normal permit process through the Town of Columbine Valley.

Sincerely,



Adam Green
HOA Design Review Committee



Request for Board of Trustee Action

Date: January 19, 2016

Title: Snow Removal Plan and Equipment

Presented By: Hobbes Hayden, Manager of Public Works

Prepared By: Hobbes Hayden, Manager of Public Works; J.D. McCrumb, Town Administrator

Background: For the first time since 2012/2013 the Town will be managing snow removal internally. Staff has developed a plan and policies to direct how and when snow removal occurs and seeks feedback from the Trustees.

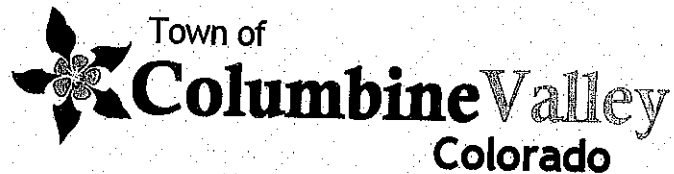
Additionally, the 2015/2016 snow season marked the first time in many years the City of Littleton did not remove the snow from the sidewalk on the south side of Bowles between Middlefield and Brookhaven Lane, much of which is in the Town of Columbine Valley. Last year, Designs by Sundown shoveled this area by hand as part of the contract with the Town with each pass taking approximately ## hours.

Staff is requesting the purchase and outfitting of a 2016 John Deer Gator which will be primarily utilized for snow removal along Bowles Avenue but will have other snow removal, public works and public safety uses throughout the year.

Attachments: Snow removal plan/policy
Specs for 2016 John Deer Gator

Fiscal Impacts: \$18,000 for the purchase and outfitting of the new equipment

Staff Recommendations: No action is required for the snow removal plan. Staff recommends the purchase of the Gator as presented.



Snow Removal Policy 2016/2017

I. GOALS AND PRIORITIES

The goal of the Town of Columbine Valley is to provide snow removal services to all Town streets within 24 hours after the snow has stopped falling. This time estimate is based on an average snow fall of 3 inches or less.

The Town's priority is to keep arterial roadways and bus routes open to facilitate emergency traffic and citizen transportation. The second priority is to clear snow from all remaining residential streets.

Snow removal crews work in conjunction with the Town's Police Department and with fire, paramedic and utility service providers to provide immediate access to any location where an actual life-threatening emergency exists.

To report a snow-related problem during normal business hours, Monday – Friday, 8:00 AM to 4:00 PM please call 303-795-1434. For snow emergencies after business hours or during weekends or holidays call Arapahoe County Dispatch at 303-795-4711 and ask to speak to a Columbine Valley Police Officer.

II. SNOWPLOWING

Snow operations will commence with snow reaching a depth of 1/2" at a designated marker at the Town Hall. Crews will plow based on established routes, with primary roads and arterials being plowed first followed by residential streets. Snow will be cleared in an 8-foot lane going each direction.

Cul de Sacs are generally the last to be cleared as they oftentimes require alternate equipment and/or a greater time commitment and priority must be given to clearing main roadways.

Lane widening, ice removal and cleanup operations may take place several days after a snowstorm, depending on weather conditions and snow depth.

Columbine Valley does not have a bare pavement policy.

III. ANTI-ICING

The Town will apply the anti-icing agent Ice Slicer as needed. Operations will be limited to major intersections, hills and curves. Weather conditions must be right for anti-icing to be successful. If there is rain mixing with the snow, anti-icing is not effective, as the Ice Slicer will simply wash off of the pavement.

IV. STREET PARKING AND STORAGE

Residents are encouraged to refrain from parking on the street during and immediately following a snowstorm. Parked vehicles, roll offs and other obstructions interfere with the safe and continuous operation of snow removal equipment. These obstructions will be plowed around resulting in a snow berm left around them.

V. DRIVEWAYS

The Town is not responsible for snow that is deposited in private driveways. Plow operations have very little discretion as to where the snow can go. The priority of the drivers is to clear the streets to ensure safe travel. Reasonable efforts are always made to plow in such a manner so as to minimize the amount of snow left in front of driveways.

It is a violation of Colorado Revised Statute 43-5-301 to create hazards in the public right-of-way. This includes plowing snow off of private drives into the public streets. When clearing driveways, snow must be moved onto lawns or other spaces that are not in the public right-of-way.

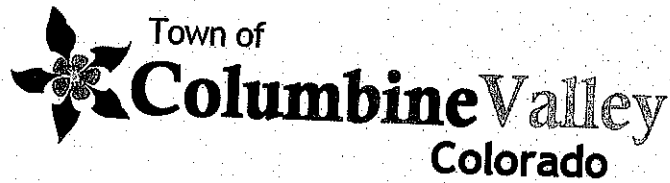
VI. MAILBOXES AND LANDSCAPING

The Town will do all that it can to conduct operations in a manner as to not disturb mailboxes, landscaping or other improvements.

Postal regulations require residents to clean snow from in front of mail boxes to allow for small mail delivery.

Mailboxes and driveway entrance features installed along roadways and in right-of-ways are at the risk of the owner. Mailboxes damaged from lack of owner maintenance or snow load from plowing are not the responsibility of the Town.

The Town will not assume any responsibility for damage to any landscaping located within the Town's right-of-way during snow removal operations.



Equipment – Gator for sidewalks

1. NEED FOR EQUIPMENT

The sidewalk along Bowles between Middlefield and Brookhaven is now the responsibility of Columbine Valley to maintain. Part of this sidewalk is property of the City of Littleton, but still falls back on Columbine Valley to maintain. The addition of a bus pad this fall will increase the responsibility of the town to maintain these surfaces.

The sidewalk is 4 feet wide and runs along a 4 inch wide curb the entire distance. It is approximately $\frac{1}{4}$ of a mile in length. This sidewalk not only collects the snow that falls on it, but also collects the snow accumulated on both E bound lanes of Bowles each time Littleton dispatches their plows. This leads to a heavy, wet snow that will freeze. The town does not currently have any equipment capable of properly maintaining this section of sidewalk.

2. CURRENT COST TO MAINTAIN

The cost to maintain the sidewalk with Designs by Sundown for the 2015/2016 season averaged \$675 per snowfall. If it is cleared, only after reaching 3" of snowfall, averaging 8 storms per year, the yearly cost would be about \$5,400. If clearing after only 1" of snowfall, averaging 17 days per year, the yearly cost would be around \$11,475. This only a single pass per storm and does not take into consideration the addition snow deposited on the sidewalk by the street snow plows.

3. RECOMMENDATION

The Public Works department of Columbine Valley recommends a John Deere Gator UTV with a snow plow blade to remove the snow. This will allow the town to quickly clean and salt the sidewalk when needed, including multiple times per storm. We will no longer need to wait for another company to arrive based on their schedule, causing more ice to build under the snow as it waits to be cleaned.

4. ADDITIONAL WINTER USES

- Clear Cull-de-sacks quicker and with more precision.
- Apply ice melt to small areas around town that are slow to melt due to winter shadows.
- Remove blockages in gutter pans, causing water backups that will freeze into ice dams.
- Clear the sidewalk along Hunter Run, which at this point would not otherwise be cleared.

5. ADDITIONAL OFF SEASON USES

- Weed spraying: Using existing 50 gallon water trailer, will allow for quick spraying of weed control. Especially useful along Platte Canyon.
- Transfer of debris left in gutter pans. Removal of material currently has to be loaded into the back of the Tahoe, which then has to be cleaned, vacuumed and allowed to dry.
- Ability to transport tools and removed downed tree limbs that can't normally access with full sized truck.
- Add an additional rotating brush attachment to sweep out gutter pans and clean up other debris on streets such as broken glass. Average price around \$3,500.
- Cargo area can hold pressure washer, air compressor, leaf vacuum or generator for on the go street maintenance.
- Easier to do a drive by street and gutter pan inspection, then if walking or in a truck.

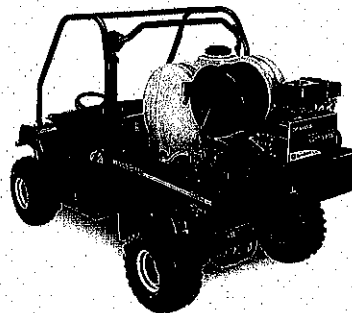
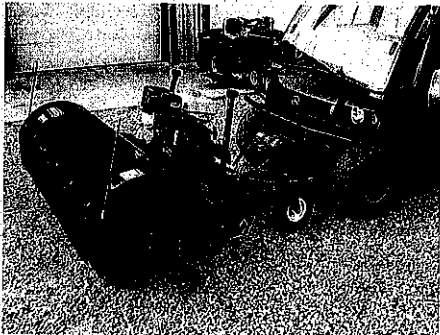
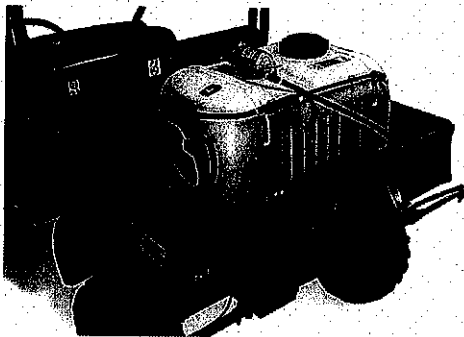
6. WARRANTY INFORMATION

- a. All Gators come with a 12 month, 1,000 hour full coverage warranty.
- b. Option to purchase 3 year / 600 hour full coverage for \$613 or just Engine and powertrain for \$434.
- c.



Off Season Use

- Weed spraying: Using existing 50 gallon water trailer, will allow for quick spraying of weed control. Especially useful along Platte Canyon.
- Transfer of debris left in gutter pans. Removal of material currently has to be loaded into the back of the Tahoe, which then has to be cleaned, vacuumed and allowed to dry.
- Add an additional rotating brush attachment to sweep out gutter pans and clean up other debris on streets such as broken glass. Average price around \$3,500.
- Cargo area can hold pressure washer, air compressor, leaf vacuum or generator for on the go street maintenance.



Cost breakdown for UTV snow plow.

John Deere Gator XUV590i	\$ 10,174.39
Polycarbonate Windshield	\$ 462.84
Canvas Doors	\$ 807.24
Canvas Rear Panel and Roof	\$ 295.68
Safety Lights and Town Logo	\$ 1,677.24
Boss 66" v plow	\$ 4,666.36
Total	\$ 18,083.75



Request for Board of Trustee Action

Date: September 20, 2016

Title: 2017 Town Budget – 1st Draft

Presented By: Jeff Tempas, Town Treasurer

Prepared By: Jeff Tempas, Town Treasurer

Background: This is the first round of discussion regarding the 2017 budget for the Town. Additional conversation will continue in October. A 1st reading of the 2017 Budget will be scheduled for the November meeting and 2nd reading and adoption will occur in December.

Attachments: 2017 Town Budget – 1st Draft

Recommended Motion: No Trustee action is required at this time

Memo

To: Trustees
From: Jeffery J. Tempas
Date: September 16, 2016
Re: 2017 Columbine Valley Budget

Summary:

I would like input from each of the Trustees (as appropriate) as to their revenue projections, expenditure needs, and essential capital requests for 2017 before the monthly meeting on October 18, 2016. I would appreciate receiving your input no later than October 7, 2016 so I can prepare a preliminary summary for distribution prior to the October meeting. The public hearing on the budget will be scheduled for the November meeting.

Discussion:

I have included the following materials for your use and review in accumulating your data:

1. Preliminary 2017 budget with 2015 actual figures, 2016 budget figures and 2016 projected figures (based upon July 31, 2016 actual/accrual amounts).
2. Detail schedules of revenue and expenditures by major category with actual results for 2008 through 2015 and budget and estimated amounts for 2016. Each line item has a responsibility designation. I will expect the responsible Trustee to have the primary input into arriving at the 2017 budget amount to be included in the final budget.
3. A complete copy of the 2016 budget as filed in December 2015. You may wish to review the details from this budget, including the narrative descriptions, in formulating your 2017 projections.

Capital items in your request should only include items deemed absolutely necessary for appropriation in 2017. Long-term needs may be included, with a projection of the timing required or desired.

I will be available to assist in any way I can. Please feel free to call me with requests for additional information or to review assumptions, as necessary. I will do my best to provide whatever assistance you need.

Please feel free to provide input as to areas which are not your assigned responsibility but for which you have information that might be helpful in completing the overall budget. All assistance in all areas will be gratefully accepted.

Thanks for your help in this effort.

**Town of Columbine Valley
2017 Budget
Narrative Portion**

December 13, 2016

The 2017 Town budget consists of a financial portion and a related narrative portion.

Basis of Accounting

The Budget is prepared and accounting records are maintained using a modified accrual basis of accounting. Revenues, such as property taxes and sales taxes are recorded when susceptible to accrual, i.e., both measurable and available. Available means collectible within the budget year or soon thereafter. Expenditures are recorded when a liability is incurred.

General Information

The Town has one General Fund, which is increased by revenues received from various Town imposed taxes and fees. The Fund is decreased by expenditures for (1) Town operating expenses and (2) amounts set aside (reserved) or appropriated for major infrequent purchases such as police vehicles, operating equipment etc., and major one time only public works. Amounts, set aside, are placed in designated or general type reserves. Amounts in these reserves are depleted as a major purchase is made or a major public works project is undertaken. Small reserves have also been established for controlling the spending of restricted lottery receipts (Conservation Trust Fund) and Arapahoe County Open Space Shareback sales tax receipts.

Sources of revenues are explained below. The main sources, however, are property taxes and various sales taxes. The amount of property taxes levied each year has been the maximum permitted in order to fund operating expenses and reserves for major public works deemed needed by the Town. Columbine Valley is subject to various property tax limitation statutes, notably Amendment #1, (TABOR/Bruce Amendment) and others.

The Town's on-going commitments for expenditures are as follows:

- Public Safety – Police protection and municipal court activity (now includes the Town of Bow Mar)
- Sanitation – Trash removal
- Public Works – Town street and property maintenance
- Administration – Town office expense including election, publication, legal and other operating costs
- Planning & Zoning – Town development expenses

Amendment #1

On November 3, 1992, the voters of Colorado passed Amendment #1 that restricts the rate of increase in spending by local governments. The maximum annual percentage change in any year's spending and property tax revenues is limited to 1) inflation (rise in consumer price index) plus 2) a percentage equal to the net percentage change in the Town's actual valuation of all real property. Spending may be increased if the voters in the Town approve additional taxes through an initiative referendum election. Revenues that exceed Amendment #1 limits are refunded in the following year unless the voters approve otherwise. In November 1998 the Town was successful in passing a referred measure to authorize the Town to collect, retain and spend all excess revenue collected in 1998, and thereafter, without regard to any limitations under TABOR provided that no local tax rate or mill levy be increased without further voter approval.

Sources of Fund Increases

Property Taxes – General Fund - \$327,661

With the advent of Amendment #1, three separate (limiting) calculations are made to determine the allowable property tax levy for the General Fund. The lowest of the three is the maximum property taxes that the Town may collect. These three calculations for 2017 are as follows:

1. Amendment #1 property tax revenue limitation - \$327,661
2. Amendment #1 mill levy rate limitation - \$374,693
3. Statutory 5.5% property tax revenue limitation - \$336,857

The lowest of the three amounts is the first calculation.

The following simple explanations are a short description of the three calculations, which can be very complicated.

The 1st calculation is based upon the percentage increase (2015 to 2016) in actual value of Town real property plus an allowance for the rise in the consumer price index multiplied by the 2016 certified property tax revenue.

The 2nd calculation is based upon the 2015 mill levy times the 2016 assessed valuation of the Town real property.

The 3rd calculation is based upon the 2015 adjusted assessed valuation of Town real property multiplied by the 2015 mill levy, adjusted for a 5.5% statutory increase.

Specific Ownership Tax - \$22,567

Specific ownership taxes are collected by the County Department of Motor Vehicles for vehicles registered in the Town. The amount allocated to the Town by the County is based upon its proportionate share of all County imposed property taxes. The budget for 2017 reflects an approximate 10% increase from the projected revenue for 2016.

Sales & Use Tax - \$393,000

The Town collects sales taxes on retail sales within the Town boundaries. These taxes come from sales by Columbine Country Club, its pro shop, CenturyLink, and A T & T. The Town also collects sales tax on automobile purchases by Town residents and on materials purchased for new and remodel home construction. The 2017 Budget provides for the construction of sixteen (16) new homes in two continuing developments in 2017. The 2017 Budget also anticipates remodeling costs to be approximately \$1.65 million generating \$50,000 in sales taxes. Other sales taxes are estimated to be virtually the same as the 2016 projected levels.

Utility Franchise Fee - \$48,000

Utility franchise fees come from two sources, Public Service Company of Colorado (Xcel Energy) and CenturyLink (formerly Qwest). The fee received from Public Service is 3% of their billings to Town residents. An annual flat fee of \$3 is received from CenturyLink for each local telephone line in the Town. These fees are budgeted to increase by \$3,000 from actual fees projected for 2015. This amount may continue to increase over the next few years largely as a result of additional new homes in the Town.

Cable TV - \$28,000

In October 1982, the Town granted a non-exclusive fifteen-year cable franchise covering all of Columbine Valley. A new contract has been executed for two additional ten-year terms through October 2016 and stipulates that the Town receives an annual fee equal to 5% of gross cable receipts by the cable operator. Cable revenues have increased in recent years, likely due to increased premium services. Our budget has continued at the level projected for 2014 which assumes a slowing of the increases we have experienced in the past few years.

Permits Fees - \$122,000

Permit fees (including plan review fees) are based upon the projection of sixteen (16) new homes in 2017 and remodeling activity similar to 2016.

Fines - \$76,000

Tickets and fines issued by the Town police are a function of the level of police staff maintained during the year. We anticipate that 2017 revenues will increase over our current projection for 2016 to levels closer to those realized in prior years. These amounts include revenues generated through the issuance of tickets within the Town of Bow Mar ('Bow Mar').

Intergovernmental Revenues

Where available, intergovernmental revenues are estimated based upon information and estimates provided by the governmental agencies. Other estimates are made based upon prior year actual revenues. The Colorado Municipal League provides the estimate used for Highway User Tax (Motor Fuel Tax).

- State Highway Users Tax – 2016 projection is \$42,000; 2017 budget is \$46,000
- County Highway Mill Tax – 2016 projection is \$14,000; 2017 budget is \$14,000
- Cigarette Tax Apportionment – 2016 projection is \$800; 2017 budget is \$800
- Motor Vehicle Registration Fees – 2016 projection is \$5,000; 2017 budget is \$5,000

Effective January 1, 2014, the Town renewed its intergovernmental agreement with Bow Mar for a five year term and continues to assume the responsibility for public safety and municipal court activities for that town. In connection with this and the prior agreement and for providing these services, Bow Mar will have paid the Town \$260,910 in 2016 and will pay \$267,172 for 2017. The payments for 2017 and 2018 will be calculated based upon a formula using the then current consumer price index change. The agreement also provides that the Town will refund a portion of this fee in the event the Town is unable to maintain a total police force of six officers for the entire calendar year. There was no refund required under this provision for 2015, and none is projected for 2016.

Interest - \$4,800

The estimate for Town funds to be invested during 2017 is an average of \$800,000 at an estimated weighted interest rate of .60%.

Other - \$4,000

Other revenues include small receipts, miscellaneous in nature, which are received each year.

Sources of Fund Decreases

Public Safety - \$665,000

Public safety costs include both Town police expense and the expense of operating its municipal court. The Town intends to employ six full time and one or more part time police officers in 2017 to accommodate its expanded coverage area, which includes Bow Mar. Costs include salaries and benefits, uniforms, training, vehicle expense (four owned vehicles) and supplies. Municipal court costs are projected to remain at the projected 2016 level. In 2008 the Town became subject to a new charge from Arapahoe County for providing dispatch services. These services had been provided in the past at no cost

to the Town. The annual charge was increased for the first time in 2016 to \$26,380. We have estimated the same payment for 2017.

Sanitation - \$75,000

The Town contracts with Allied Waste Services for trash removal. A new contract executed in 2012 is for a five year term with no increase in the monthly fee for three years. The fee then increased by four percent in 2016 and will increase again in 2017.

Administration - \$450,000

Costs that are considered part of administration and their percentage to total administration costs are as follows:

	<u>2016</u>	<u>2017</u>
• Town office salaries and benefits	43%	43%
• Legal, accounting and audit	14%	15%
• Insurance	6%	5%
• Building inspection fees	16%	14%
• Town Hall maintenance and utilities	12%	9%
• Other	9%	14%

Office salaries include two full time employees and one part time assistant. Included in benefits are the cost of health insurance and a pension plan.

Legal fees are very dependent upon activities occurring within the Town. The primary need for legal services in 2017 will be preparation for and attendance at regular meetings of the Town Trustees. We also pay our Treasurer (non-volunteer position) a fixed fee of \$550 per month for services. We incurred a modest increase in the cost of the annual audit of the Town in 2016 due to the continuing integration of several recently expanded reporting requirements.

Insurance costs, other than health insurance, are estimated to increase approximately 5% in 2017. Our insurance carrier is Travelers Insurance effective 2010. Our Workman's Compensation insurance carrier is Pinnacol Assurance.

Building inspection fees are very dependent upon new construction within the Town. The budget for 2017 assumes a normal level of inspections and plan reviews associated with remodeling in the Town and the aforementioned sixteen (16) new homes to be constructed in 2017.

Town Hall maintenance and utilities include normal occupancy costs associated with office space including, but not limited to, water, power, lighting, janitorial services, lawn maintenance, and cleaning supplies.

Other costs include the issuance of periodic newsletters and/or flyers, a Town directory, publication of official notices, election expenses (generally in even years only), office supplies, and the possible archival of all of the Town's historical records.

Planning & Zoning - \$67,000

The costs included in this category are all associated with mapping, zoning and developing property within the Town. Incremental costs associated with requests from developers to review and approve new projects within the Town are generally recovered from the developers. The budget for 2017 takes into account the current development activity (three active developments) in the Town. A portion of these costs may be recovered if there is significant activity in planning the active developments within the Town.

Public Works - \$392,000

Town property maintenance costs include street and gutter maintenance and repair, snow removal, street lighting, road striping, park maintenance and maintenance and repairs associated with Town equipment. The Town has projected the fourth year of a multi-year street improvement project to be overseen by our

consulting engineering firm. We have budgeted \$300,000 towards this effort for 2017. For 2017, the Town has determined to handle snow removal services internally, relying on a new full-time public works employee and additional part-time help, as necessary. This new public works employee will also devote time to property maintenance and repair. Some services, such as street cleaning and sealing are contracted from the City of Littleton or other third-party vendors.

General Fund Reserve Activity

Arapahoe County Open Space Shareback Fund – Receipts - \$30,000

This new fund was established in 2005 to receive a portion of the .25% sales tax enacted in Arapahoe County in 2005 to provide funding for local open space projects. These funds are generally available for the purchase and maintenance of new open space lands within our municipality. As these funds become significant, the Town Trustees will identify and pursue projects which will be appropriate for these funds.

Conservation Trust Fund – Receipts - \$ 6,000 and expenditures - \$6,000

The Conservation Trust Fund receives annual proceeds from the state lottery profits. Columbine Valley is one of more than 400 cities, towns, counties and special recreation districts to receive a portion of these funds. Distribution is based upon population. The use of these funds is restricted to park and recreation spending and is currently dedicated to maintenance of the park surrounding the Town Hall.

Capital expenditures - \$60,000

The capital expenditures projected for 2017 include a new police vehicle to replace the oldest of the current fleet (\$40,000). Other expenditures include \$15,000 for a new computer server and \$5,000 for an emergency generator.

Reserve Balance

Reserves (Fund Balances) at the beginning of 2016 were \$1,454,873. Activity for 2016 and 2017 is expected to decrease the reserve balance to \$905,153. A desirable reserve balance is an amount equal to one year's budgeted recurring operating expenditures, or approximately \$1,350,000, which will require continued vigilance by the Town Trustees to control operating costs as well as capital spending.

**TOWN OF COLUMBINE VALLEY
2017 BUDGET
FINANCIAL PORTION**

SUMMARY

General Fund Activity

Revenues		
Operating		
From Reserve	\$ 1,359,000	
Expenditures	<u>290,000</u>	\$ 1,649,000
Operating		
To Reserve	\$ 1,649,000	
	-	<u>1,649,000</u>

Reserve Activity

Additions		
2017 Budget (Above)	\$ -	
Arapahoe County Open Space Shareback	30,000	
Conservation Trust Fund	<u>6,000</u>	\$ 36,000

Expenditures		
2017 Budget (Above)	290,000	
Capital Expenditures	60,000	
Major Capital Projects	-	
Conservation Trust Fund	<u>6,000</u>	356,000

Net Increase (Decrease) in Reserves		(320,000)
Reserves at Beginning of Year		1,225,153
Reserves at End of Year		<u>\$ 905,153</u>

TOWN OF COLUMBINE VALLEY
General Fund Revenues & Expenditures
2017 Budget

	Actual 2015	Budget 2016	Projected 2016	Budget 2017
Revenues				
Taxes				
Property Taxes	\$ 306,177	312,843	312,840	327,661
Specific Ownership Taxes	23,165	20,097	20,050	22,567
Sales and Use Taxes	568,295	631,000	610,000	393,000
Utility Franchise Fees	47,141	48,000	45,000	48,000
Cable Television Fees	28,228	25,000	28,000	28,000
Permits and Fines				
Permits, Fees and Services	205,141	149,000	275,000	122,000
Fines	76,765	80,000	70,000	76,000
Intergovernmental				
Town of Bow Mar	255,795	260,910	260,910	267,172
State Highway User's Tax	46,584	43,000	42,000	46,000
County Highway Tax Revenue	14,823	12,000	14,000	14,000
Motor Vehicle Registration Fees	5,672	6,000	5,000	5,000
State Cigarette Tax Apportionment	896	650	800	800
Interest	2,093	2,500	3,500	4,800
Other	25,954	9,000	9,000	4,000
From General Reserve	-	65,000	136,620	290,000
	<u>\$ 1,606,729</u>	<u>1,665,000</u>	<u>1,832,720</u>	<u>1,649,000</u>
Expenditures				
Public Safety	\$ 629,788	668,000	700,500	665,000
Sanitation	67,355	72,000	72,000	75,000
Administration	418,911	435,500	580,120	450,000
Planning and Zoning	72,239	67,000	67,000	67,000
Public Works	311,669	422,500	413,100	392,000
To General Reserve	106,767	-	-	-
	<u>\$ 1,606,729</u>	<u>1,665,000</u>	<u>1,832,720</u>	<u>1,649,000</u>
Reserve Additions				
From General Fund	\$ 106,767	-	-	-
Arapahoe County Open Space Shareback	28,250	30,000	32,400	30,000
Conservation Trust Fund	6,346	6,000	6,500	6,000
	<u>\$ 141,363</u>	<u>\$ 36,000</u>	<u>\$ 38,900</u>	<u>\$ 36,000</u>
Reserve Expenditures				
To General Fund	-	65,000	136,620	290,000
Capital Expenditures	39,284	130,000	126,000	60,000
Conservation Trust Fund Expenditures	6,000	6,000	6,000	6,000
	<u>45,284</u>	<u>201,000</u>	<u>268,620</u>	<u>356,000</u>
Net Increase (Decrease) in Reserves	96,079	(165,000)	(229,720)	(320,000)
Beginning Reserves Balance	1,358,794	1,454,873	1,454,873	1,225,153
Ending Reserves Balance	<u>\$ 1,454,873</u>	<u>1,289,873</u>	<u>1,225,153</u>	<u>905,153</u>

TOWN OF COLUMBINE VALLEY
General Fund Operating Expenditure Detail
2017 Budget

	Actual 2015	Budget 2016	Projected 2016	Budget 2017
Public Safety				
Cruiser Gas, Oil and Maintenance	\$ 24,732	35,000	25,000	30,000
Cruiser Insurance	6,100	6,500	6,300	6,500
Salaries	398,051	405,000	460,000	405,000
FFPA Pension	37,920	37,500	37,500	40,500
Health Insurance	45,160	53,120	45,000	50,000
Workers Comp Insurance	20,145	26,000	25,000	26,000
Uniforms	5,233	8,000	8,000	8,000
Education and Training	652	7,500	5,000	7,500
Supplies and Other	28,330	20,000	19,820	22,620
Arapahoe County dispatch fees	25,800	26,380	26,380	26,380
Municipal Court Judge	8,250	9,000	9,000	9,000
Municipal Court Legal	25,785	27,500	27,500	27,500
Municipal Court Supplies	2,255	2,000	2,000	2,000
Municipal Court Administration	1,375	4,500	4,000	4,000
	<u>\$629,788</u>	<u>668,000</u>	<u>700,500</u>	<u>665,000</u>
Administration				
Advertising	\$ 286	500	500	500
Legal	36,850	40,000	45,000	48,000
Accounting and Audit	19,800	21,000	21,000	22,000
Building Inspection	74,300	74,500	115,000	61,000
Building Maintenance and Utilities	39,117	36,500	36,500	38,500
Salaries	132,849	154,000	135,000	160,000
Payroll Taxes	12,754	12,320	10,800	12,800
Health Insurance	13,867	14,000	14,500	14,000
Pension	6,566	7,700	6,750	8,000
Telephone	5,716	5,500	5,500	5,500
Supplies	5,879	5,000	9,000	8,000
Insurance and Bonds	23,678	27,155	24,500	24,500
Miscellaneous	31,891	22,000	35,000	30,000
Economic Incentive	-	-	105,000	-
County Treasurer's Fees	3,065	3,128	3,070	3,277
Computer expense	5,196	5,000	5,000	5,000
Election Expense	-	2,000	2,000	2,000
Newsletter and Directory	7,097	5,197	6,000	6,923
	<u>\$418,911</u>	<u>435,500</u>	<u>580,120</u>	<u>450,000</u>
Public Works				
Street and Gutter Maintenance	\$241,809	300,000	300,000	300,000
Snow Removal	12,460	15,600	15,600	8,000
Striping	3,787	3,000	3,000	3,000
Signs Maintenance	450	3,000	3,000	3,000
Vehicle Maintenance	2,055	2,500	3,500	3,500
Other Drainage/Water	11,575	15,400	16,500	13,500
Street Cleaning	-	2,000	2,000	2,000
Street Lighting	13,916	15,000	15,000	15,000
Ground and Other Maintenance	5,635	3,500	3,500	3,500
Other Maintenance/Homeowner Funds	10,840	10,000	10,000	14,000
NPDES Expense	5,246	9,000	5,000	5,000
Salary	-	20,000	20,000	15,000
Professional Fees	3,896	23,500	16,000	6,500
	<u>\$311,669</u>	<u>422,500</u>	<u>413,100</u>	<u>392,000</u>

TOWN OF COLUMBINE VALLEY
Capital and Reserve Expenditure Detail
2017 Budget

	Actual 2015	Budget 2016	Projected 2016	Budget 2017
Capital Expenditures				
Public Safety				
Vehicle	\$ 39,284	-	-	40,000
Other	-	10,000	11,000	-
Administration				
Computer and Peripherals	-	-	-	15,000
Other	-	20,000	15,000	5,000
Public Works				
Streets	-	-	-	-
Other	-	-	-	-
	<u>\$ 39,284</u>	<u>30,000</u>	<u>26,000</u>	<u>60,000</u>
Major Capital Projects				
Town Hall Remodel	\$ -	100,000	100,000	-
Other	-	-	-	-
	<u>\$ -</u>	<u>100,000</u>	<u>100,000</u>	<u>-</u>
Conservation Trust Fund Expenditures				
Parks	\$ 6,000	6,000	6,000	6,000

TOWN OF COLUMBINE VALLEY
Administrative Expenditures

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2016	2016	2016	2017	DELTA
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget	7 Mo Act	Estimate	Budget		
Advertising	101	348	390	366	171	713	744	286	500	333	500	500	500	-
Legal	22,598	23,503	30,164	25,842	27,008	39,739	35,023	36,850	40,000	26,785	45,000	48,000	48,000	3,000
Accounting and Audit	17,200	17,742	18,050	18,100	18,400	19,264	19,500	19,800	21,000	18,300	21,000	22,000	22,000	1,000
Building Inspection	45,815	35,260	39,902	37,003	41,714	33,848	54,182	74,300	74,500	99,994	115,000	81,000	81,000	(54,000)
Salaries	107,076	112,952	112,698	115,020	122,714	140,906	131,991	132,849	154,000	77,516	135,000	160,000	160,000	25,000
Payroll Taxes	8,579	10,209	9,574	10,082	9,683	12,796	12,165	12,754	12,320	9,856	10,800	12,800	12,800	2,000
Health Insurance	7,653	7,558	11,275	8,769	10,881	14,677	15,212	13,867	14,000	10,613	14,500	14,000	14,000	(500)
Pension	5,502	6,081	5,827	5,924	6,103	6,803	5,838	6,566	7,700	4,400	6,750	8,000	8,000	1,250
Telephone	4,252	8,807	4,256	4,680	5,081	4,871	5,000	5,716	5,500	3,798	5,500	5,500	5,500	(500)
Supplies and postage	3,325	3,709	3,357	2,226	3,358	4,978	5,998	5,879	5,000	7,233	9,000	8,000	8,000	-
Insurance and Bonds	23,992	14,572	11,150	16,192	20,043	24,638	22,161	23,678	27,155	21,323	24,500	24,500	24,500	(1,000)
Miscellaneous	-	19,577	-	-	10,538	23,223	22,259	31,891	22,000	27,628	35,000	30,000	30,000	(5,000)
County Treasurer's Fees	2,791	2,979	3,168	3,237	3,007	3,077	3,046	3,065	3,128	3,051	3,070	3,277	3,277	207
Computer expense	16,211	14,354	7,495	5,012	15,486	12,438	7,042	5,196	5,000	4,363	5,000	5,000	5,000	-
Office Rent and Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Utilities - elect and water	5,970	5,574	6,526	7,237	6,988	7,500	8,481	8,481	8,500	4,017	8,500	8,500	8,500	-
Office maintenance/janitorial	-	19,459	14,232	18,843	12,098	18,072	15,290	39,117	28,000	16,951	28,000	30,000	30,000	2,000
Election Expense	21	-	1,707	20	1,717	1,917	1,960	-	2,000	35	2,000	2,000	2,000	-
Dues and publications	2,508	2,369	2,233	2,490	2,334	3,429	3,454	7,097	5,197	3,847	6,000	6,923	6,923	923
Archive expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-
GIS Mapping	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Economic Incentive	-	-	-	-	-	-	8,785	-	-	104,930	105,000	-	-	-
Lease-purchase - Town Hall	273,594	305,053	282,004	281,043	317,325	372,889	378,131	418,911	435,500	444,973	580,120	450,000	450,000	-
Sanitation - Allied Waste	41,148	41,148	41,148	41,148	41,149	292,091	-	-	-	-	-	-	-	-
Capital:	57,409	63,411	66,660	69,360	66,518	64,764	66,707	67,355	72,000	40,661	72,000	75,000	75,000	-
Town Administration Building	-	-	-	-	-	-	-	-	100,000	79,215	100,000	-	-	-
Benches	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Renovation	-	-	-	-	22,850	-	-	-	-	-	-	-	-	-
Computers and Peripherals	-	-	-	-	-	-	-	-	-	-	-	15,000	15,000	-
Furniture	-	-	-	-	-	-	-	-	20,000	13,665	15,000	-	-	-
Telephone system	-	-	-	-	-	-	-	-	120,000	92,880	115,000	20,000	20,000	-
Other	-	-	-	-	22,850	-	-	-	-	-	-	-	-	-
EMERG GENERATOR - 2017 (5,000)	-	-	-	-	-	-	-	-	-	-	-	5,000	5,000	-

TOWN OF COLUMBINE VALLEY												
Administrative Expenditures												
	0.45	0.50	0.45	0.43	0.41	0.43	0.32	0.36	2016 Budget	2016 7 Mo Act	2016 Estimate	2017 Budget
	2008 Actual	2009 Actual	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Actual	2015 Actual	Budget			Budget
OFFICE MAINTENANCE:									28000			30000
CTF SUBSIDY												
MOWING - MR THAN									-6000			-6000
AERATION/FERTILIZER									5000			5300
JANITORIAL									1500			1800
FOOTHILLS CONTRACT									5640			5940
HVAC CONTRACT									5000			5000
CLEANING SUPPLIES									880			980
HOBBS									750			750
CONTINGENCY									12500			13500
									2730			2730
MISCELLANEOUS:												
COMPUTER HARDWARE									22000			30000
BANK SVC CHARGES												
CREDIT CARD FEES									2100			2100
PRINTING - HANSEN									2000			2000
SOFTWARE									2500			4500
MAYOR									1200			1200
TONER												1000
WEB HOSTING									500			500
MISCELLANEOUS:									1500			1500
SHREDDING/DUMPSTER EVENTS												2500
4TH OF JULY AND 2ND POSSIBLE FUNCTION												1500
XMAS PARTY									4500			4500
MONTHLY B-FASTS									3000			3000
EDUCATION									600			900
CONTINGENCY									1500			2500
									2600			2300

TOWN OF COLUMBINE VALLEY													
Detail and Support for Planning and Zoning Expense Projections													
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2016	2016	2017	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget	7 Mo Act	Estimate	Budget	Responsibility/Comments
Town planner	840	560	455	2,520	9,048	14,495	31,257	44,366	46,500	46,633	52,000	46,500	DOTSON
Town engineers	8,049	12,791	6,567	3,972	6,152	32,683	21,205	27,873	19,000	10,445	15,000	19,000	DOTSON
Miscellaneous	-	-	-	-	-	-	-	-	1,500	-	-	1,500	DOTSON
	8,889	13,351	7,022	6,492	15,200	47,178	52,462	72,239	67,000	57,078	67,000	67,000	-
PHIL:													
Planning - no reimb									46,500			46,500	
Planning Asst Planner									23,125			23,125	
Platte Canyon Road									3,500			3,500	
Traffic study/studies									6,000			6,000	
Contingency									12,500			12,500	
									1,375			1,375	
TROY:													
Planning assistance									19,000			19,000	
Platte Canyon Road									1,000			1,000	
Pavement project supervision									2,500			2,500	
Contingency									10,000			10,000	
									5,500			5,500	

TOWN OF COLUMBINE VALLEY													
Public Safety Expenses													
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2016	2018	2017	NET
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget	7 Mo Act	Estimate	Budget	CHANGE
													Responsibility/Comment
Operations													
Cruiser gas/oil/maintenance	32,583	29,886	33,515	35,511	40,248	34,918	32,525	24,732	35,000	10,640	25,000	30,000	MENK
Cruiser gas	4,500	5,000	5,000	5,605	4,500	6,638	6,200	6,100	6,500	4,875	6,300	6,500	MENK
Cruiser insurance	317,274	349,678	334,932	347,427	361,637	361,486	371,665	396,051	405,000	234,924	460,000	405,000	J/DANAW/CRISTY
Salaries	32,144	35,587	33,511	34,464	36,556	35,082	35,950	37,920	37,500	21,207	37,500	40,500	MENK
FFA/Medicare/SUTA	22,953	28,279	41,272	45,832	49,065	52,495	51,364	45,160	53,120	25,584	45,000	50,000	MENK - 10% OF WAGES
Health insurance	10,767	10,274	13,722	13,956	19,304	21,723	18,355	20,145	26,000	11,709	25,000	26,000	MENK
Workers Comp and Liab Insurance	3,005	7,810	6,814	6,589	3,999	4,243	3,887	5,233	8,000	3,295	8,000	8,000	J/DANAW/CRISTY
Uniforms	1,304	1,875	2,19	1,669	625	2,684	2,469	652	7,500	1,236	5,000	7,500	MENK
Education & training	14,926	18,716	15,884	21,680	18,981	18,662	16,268	28,330	20,000	13,296	19,820	22,620	MENK
Supplies & miscellaneous													MENK
Telephones													MENK
Equipment expensed													MENK - NEWAMT PER COUNTY
Atapahoe County Dispatch	24,900	25,800	25,800	25,800	25,800	25,800	25,800	25,800	26,380	13,190	26,380	26,380	MENK
	464,356	512,905	510,669	536,533	560,715	563,731	564,483	592,123	625,000	339,956	658,000	622,500	
Municipal Court													
Judge	9,000	9,375	9,000	9,000	8,250	9,000	9,000	8,250	9,000	5,250	9,000	9,000	MENK
Legal	31,756	34,292	23,613	31,068	23,705	26,613	34,329	25,785	27,500	13,638	27,500	27,500	MENK
Administration	4,540	5,242	4,765	6,074	825	2,080	2,000	2,000	2,500	738	2,000	2,000	MENK
Supplies	1,724	1,840	1,498	1,654	1,189	1,000	278	2,255	2,000	620	2,000	2,000	MENK
Interpreter	638	1,160	1,224	1,454	1,375	1,436	1,626	1,375	2,000	875	2,000	2,000	MENK
	47,658	51,909	40,100	49,250	35,344	40,129	47,231	37,665	43,000	21,121	42,500	42,500	(500)
	512,014	564,814	550,769	587,783	596,059	603,860	611,714	629,788	666,000	361,077	700,500	665,000	(3,000)
Capital													
Vehicles	36,206	35,035		35,229	39,552	38,699	38,574	39,284				40,000	MENK
Miscellaneous													MENK
Radio system upgrade													MENK
Video system		20,280	20,280						10,000	10,855	11,000		MENK
Computer laptops	36,206	55,315	20,280	35,229	39,552	38,699	38,574	39,284	10,000	10,855	11,000	40,000	MENK

TOWN OF COLUMBINE VALLEY													
Detail and Support for Public Works Expense Projections													
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2016	2016	NET	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget	7 Mo Act	Estimate	CHANGE	
Street/Gutters	51,731	31,141	44,406	39,614	39,512	15,214	289,491	241,809	300,000	5,817	300,000	300,000	PALMER - NOTE A
Snow Removal	2,915	4,303	2,390	4,688	4,066	2,800	6,298	12,460	15,600	8,850	15,600	8,000	PALMER - NOTE B
Slipping	2,484	493	1,003	1,352	1,023	1,587	1,828	3,787	3,000	261	3,000	3,000	PALMER
Sigs	2,297	1,860	2,193	1,213	615	202	6,316	450	3,000	628	3,000	3,000	PALMER
Vehicle Maintenance	3,028	4,173	1,652	4,475	1,751	2,833	896	2,055	2,500	2,864	3,500	3,500	PALMER
Other	7,665	6,932	7,442	7,196	8,467	7,134	2,810	877	5,900	64	7,500	6,000	PALMER - NOTE C
Maint/Water - Hunter Run	442					9,288	9,187	10,698	9,500	4,421	9,000	7,500	PALMER - NOTE D
Street Cleaning	11,923	12,285	13,576	12,237	16,090	13,263	13,980	13,916	15,000	7,710	15,000	15,000	PALMER
Street Lighting	26,507	20,014	22,257	10,493	3,988	9,135	895	5,635	3,500	759	3,500	3,500	PALMER
Ground Maintenance	9,731	5,168	5,503	3,404	4,157	4,442	2,605	5,246	9,000	3,765	5,000	5,000	PALMER - Note 1
Storm water permit activity					8,040		8,040	10,840	10,000	10,000	10,000	14,000	PALMER - Note 2
Homeowner Assn subsidy					16,795		8,336	3,896	23,500	8,030	16,000	6,500	PALMER - Note 4
Salary/Wages - Hobbes					104,496		351,507	311,669	422,500	59,884	413,100	392,000	PALMER - Note 3
Professional Fees	118,723	86,369	100,422	90,304	104,496	65,898	351,507	311,669	422,500	59,884	413,100	392,000	
Conservation Trust	5,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	5,294	6,000	6,000	NEWLAND - Note 5
Capital													
Pave & Drain - Niblick/Driver													PALMER
Repair Perimeter Wall													PALMER
Eagle Sump Pump													PALMER
Fairway Lane paving													PALMER
Cooley Reservoir drainage		25,000											PALMER
Storm water permit													PALMER
Other					40,000		3,018						PALMER
		25,000		40,000	3,018								PALMER
2017 Notes:													
Note A: \$300,000 to include street and gutters													
Note B: Did not renew contract with Designs by Sundown - assume cost of Hobbes and xtra Police - 320 hrs @ 25/hr													
Note C: Contingency for potential cost overruns on Hunter Run and elsewhere													
Note D: Arrowhead contract not renewed - Hobbes 200hrs @25/hr; Water (1,000); Repairs (1,500)													
Note 1: Mr Than (2,000); Other est (1,500)													
Note 2: 7 entrances @ 2,000 per - adding Willowcroft and Wilder for 2017 (may not happen until 2018).													
Note 3: Mosquito Control (6,000); Contingency - (500)													
Note 4: Est 600 hrs unallocated elsewhere @25/hr													
Note 5: Funds to be used to offset cost to maintain TH Park - See admin budget													
2016 Notes:													
Note A: \$300,000 to include street and gutters													
Note B: renewed contract with Designs by Sundown - assume 4% increase													
Note C: Contingency for potential cost overruns on Hunter Run and elsewhere													
Note D: Arrowhead contract (7,000); Water (1,000); Repairs (1,500)													
Note 1: Mr Than (2,000); Other est (1,500)													
Note 2: 5 entrances @ 2,000 per													
Note 3: Platte Canyon Road Tip Grant (2,000); Drainage D @ Platte Canyon work (15,000); Mosquito Control (6,000); Contingency - (500)													
Note 4: Est 1800 hrs @ \$25/hr. - 72% PW; 28% Admin													
Note 5: Funds to be used to offset cost to maintain TH Park - See admin budget													

**Town of Columbine Valley
2016 Budget
Narrative Portion**

FINAL

December 8, 2015

The 2016 Town budget consists of a financial portion and a related narrative portion.

Basis of Accounting

The Budget is prepared and accounting records are maintained using a modified accrual basis of accounting. Revenues, such as property taxes and sales taxes are recorded when susceptible to accrual, i.e., both measurable and available. Available means collectible within the budget year or soon thereafter. Expenditures are recorded when a liability is incurred.

General Information

The Town has one General Fund, which is increased by revenues received from various Town imposed taxes and fees. The Fund is decreased by expenditures for (1) Town operating expenses and (2) amounts set aside (reserved) or appropriated for major infrequent purchases such as police vehicles, operating equipment etc., and major one time only public works. Amounts, set aside, are placed in designated or general type reserves. Amounts in these reserves are depleted as a major purchase is made or a major public works project is undertaken. Small reserves have also been established for controlling the spending of restricted lottery receipts (Conservation Trust Fund) and Arapahoe County Open Space Shareback sales tax receipts.

Sources of revenues are explained below. The main sources, however, are property taxes and various sales taxes. The amount of property taxes levied each year has been the maximum permitted in order to fund operating expenses and reserves for major public works deemed needed by the Town. Columbine Valley is subject to various property tax limitation statutes, notably Amendment #1, (TABOR/Bruce Amendment) and others.

The Town's on-going commitments for expenditures are as follows:

- Public Safety – Police protection and municipal court activity (now includes the Town of Bow Mar)
- Sanitation – Trash removal
- Public Works – Town street and property maintenance
- Administration – Town office expense including election, publication, legal and other operating costs
- Planning & Zoning – Town development expenses

Amendment #1

On November 3, 1992, the voters of Colorado passed Amendment #1 that restricts the rate of increase in spending by local governments. The maximum annual percentage change in any year's spending and property tax revenues is limited to 1) inflation (rise in consumer price index) plus 2) a percentage equal to the net percentage change in the Town's actual valuation of all real property. Spending may be increased if the voters in the Town approve additional taxes through an initiative referendum election. Revenues that exceed Amendment #1 limits are refunded in the following year unless the voters approve otherwise. In November 1998 the Town was successful in passing a referred measure to authorize the Town to collect, retain and spend all excess revenue collected in 1998, and thereafter, without regard to any limitations under TABOR provided that no local tax rate or mill levy be increased without further voter approval.

Sources of Fund Increases

Property Taxes – General Fund - \$312,843

With the advent of Amendment #1, three separate (limiting) calculations are made to determine the allowable property tax levy for the General Fund. The lowest of the three is the maximum property taxes that the Town may collect. These three calculations for 2016 are as follows:

1. Amendment #1 property tax revenue limitation - \$312,843
2. Amendment #1 mill levy rate limitation - \$369,219
3. Statutory 5.5% property tax revenue limitation - \$326,075

The lowest of the three amounts is the first calculation.

The following simple explanations are a short description of the three calculations, which can be very complicated.

The 1st calculation is based upon the percentage increase (2014 to 2015) in actual value of Town real property plus an allowance for the rise in the consumer price index multiplied by the 2015 certified property tax revenue.

The 2nd calculation is based upon the 2014 mill levy times the 2015 assessed valuation of the Town real property.

The 3rd calculation is based upon the 2014 adjusted assessed valuation of Town real property multiplied by the 2014 mill levy, adjusted for a 5.5% statutory increase.

Specific Ownership Tax - \$20,097

Specific ownership taxes are collected by the County Department of Motor Vehicles for vehicles registered in the Town. The amount allocated to the Town by the County is based upon its proportionate share of all County imposed property taxes. The budget for 2016 reflects virtually no change from the projected revenue for 2015.

Sales & Use Tax - \$631,000

The Town collects sales taxes on retail sales within the Town boundaries. These taxes come from sales by Columbine Country Club, its pro shop, CenturyLink, and A T & T. The Town also collects sales tax on automobile purchases by Town residents and on materials purchased for new and remodel home construction. The 2016 Budget provides for the construction of twenty-two (22) new homes in two new developments and the construction of a new clubhouse by Columbine Country Club. The 2016 Budget also anticipates remodeling costs to be approximately \$1.65 million generating \$50,000 in sales taxes. Other sales taxes are estimated to decline by approximately \$35,000 due to the closing of Columbine Country Club during its new construction (food and beverage services will be restricted during this period).

Utility Franchise Fee - \$48,000

Utility franchise fees come from two sources, Public Service Company of Colorado (Xcel Energy) and CenturyLink (formerly Qwest). The fee received from Public Service is 3% of their billings to Town residents. An annual flat fee of \$3 is received from CenturyLink for each local telephone line in the Town. These fees were budgeted to increase by \$3,000 in 2015, and this amount may continue to increase over the next few years largely as a result of additional new homes in the Town. Our budget for 2016 is unchanged from 2015.

Cable TV - \$25,000

In October 1982, the Town granted a non-exclusive fifteen-year cable franchise covering all of Columbine Valley. A new contract has been executed for two additional ten-year terms through October 2016 and stipulates that the Town receives an annual fee equal to 5% of gross cable receipts by the cable operator. Cable revenues have increased in recent years, likely due to increased premium services. Our budget has continued at the level projected for 2014 which assumes a slowing of the increases we have experienced in the past few years.

Permits Fees - \$149,000

Permit fees (including plan review fees) are based upon the projection of twenty-two (22) new homes in 2016 and remodeling activity similar to 2015.

Fines - \$80,000

Tickets and fines issued by the Town police are a function of the level of police staff maintained during the year. We anticipate that 2016 revenues will approximate our current projection for 2015. These amounts include revenues generated through the issuance of tickets within the Town of Bow Mar ('Bow Mar').

Intergovernmental Revenues

Where available, intergovernmental revenues are estimated based upon information and estimates provided by the governmental agencies. Other estimates are made based upon prior year actual revenues. The Colorado Municipal League provides the estimate used for Highway User Tax (Motor Fuel Tax).

- State Highway Users Tax – 2015 projection is \$45,000; 2016 budget is \$43,000
- County Highway Mill Tax – 2015 projection is \$12,000; 2016 budget is \$12,000
- Cigarette Tax Apportionment – 2015 projection is \$650; 2016 budget is \$650
- Motor Vehicle Registration Fees – 2015 projection is \$5,000; 2016 budget is \$6,000

Effective January 1, 2014, the Town renewed its intergovernmental agreement with Bow Mar for a five year term and continues to assume the responsibility for public safety and municipal court activities for that town. In connection with this and the prior agreement and for providing these services, Bow Mar will have paid the Town \$255,795 in 2015 and will pay \$260,910 for 2016. The payments for 2017 and 2018 will be calculated based upon a formula using the then current consumer price index change. The agreement also provides that the Town will refund a portion of this fee in the event the Town is unable to maintain a total police force of six officers for the entire calendar year. There was no refund required under this provision for 2014, and none is projected for 2015.

Interest - \$2,500

The estimate for Town funds to be invested during 2016 is an average of \$750,000 at an estimated weighted interest rate of .33%.

Other - \$9,000

Other revenues include small receipts, miscellaneous in nature, which are received each year.

Sources of Fund Decreases

Public Safety - \$668,000

Public safety costs include both Town police expense and the expense of operating its municipal court. The Town intends to employ six full time and one or more part time police officers in 2016 to accommodate its expanded coverage area, which includes Bow Mar. Costs include salaries and benefits, uniforms, training, vehicle expense (four owned vehicles) and supplies. Municipal court costs are projected to remain at the projected 2015 level. In 2008 the Town became subject to a new charge from

Arapahoe County for providing dispatch services. These services had been provided in the past at no cost to the Town. The annual charge since 2011 has been \$25,800. This fee will increase to \$26,380 for 2016.

Sanitation - \$72,000

The Town contracts with Allied Waste Services for trash removal. A new contract executed in 2012 is for a five year term with no increase in the monthly fee for three years. The fee then increases by four percent in each of the fourth and fifth years.

Administration - \$435,500

Costs that are considered part of administration and their percentage to total administration costs are as follows:

	<u>2015</u>	<u>2016</u>
• Town office salaries and benefits	43%	43%
• Legal, accounting and audit	14%	14%
• Insurance	6%	6%
• Building inspection fees	16%	17%
• Town Hall maintenance and utilities	12%	8%
• Other	9%	12%

Office salaries include two full time employees and one part time assistant. Included in benefits are the cost of health insurance and a pension plan.

Legal fees are very dependent upon activities occurring within the Town. The primary need for legal services in 2016 will be preparation for and attendance at regular meetings of the Town Trustees. We also pay our Treasurer (non-volunteer position) a fixed fee of \$550 per month for services. We incurred a modest increase in the cost of the annual audit of the Town in 2015 due to the continuing integration of several recently expanded reporting requirements.

Insurance costs, other than health insurance, are estimated to increase approximately 7.5% in 2016. Our insurance carrier is Travelers Insurance effective 2010. Our Workman's Compensation insurance carrier is Pinnacol Assurance.

Building inspection fees are very dependent upon new construction within the Town. The budget for 2016 assumes a normal level of inspections and plan reviews associated with remodeling in the Town and the aforementioned twenty-two (22) new homes to be constructed in 2016.

Town Hall maintenance and utilities include normal occupancy costs associated with office space including, but not limited to, water, power, lighting, janitorial services, lawn maintenance, and cleaning supplies.

Other costs include the issuance of periodic newsletters and/or flyers, a Town directory, publication of official notices, election expenses (generally in even years only), office supplies, and the possible archival of all of the Town's historical records.

Planning & Zoning - \$67,000

The costs included in this category are all associated with mapping, zoning and developing property within the Town. Incremental costs associated with requests from developers to review and approve new projects within the Town are generally recovered from the developers. The budget for 2016 takes into account the current development activity (two active developments) in the Town as well as the Town's commitment to promote a solution to traffic congestion at several points adjacent to the Town. A portion of these costs may be recovered if there is significant activity in planning the active developments within the Town.

Public Works - \$422,500

Town property maintenance costs include street and gutter maintenance and repair, snow removal, street lighting, road striping, park maintenance and maintenance and repairs associated with Town equipment. The Town has projected the third year of a multi-year street improvement project to be overseen by our consulting engineering firm. We have budgeted \$300,000 towards this effort for 2016. Additionally, the Town has again contracted with an independent firm for snow removal services in 2016. Some services, such as street cleaning and sealing are contracted from the City of Littleton or other third-party vendors. Finally, the Town has added a part-time employee who handles maintenance issues on an as-needed basis. The estimated total compensation for this individual is \$20,000 for 2016.

General Fund Reserve Activity

Arapahoe County Open Space Shareback Fund – Receipts - \$30,000

This new fund was established in 2005 to receive a portion of the .25% sales tax enacted in Arapahoe County in 2005 to provide funding for local open space projects. These funds are generally available for the purchase and maintenance of new open space lands within our municipality. As these funds become significant, the Town Trustees will identify and pursue projects which will be appropriate for these funds.

Conservation Trust Fund – Receipts - \$ 6,000 and expenditures - \$6,000

The Conservation Trust Fund receives annual proceeds from the state lottery profits. Columbine Valley is one of more than 400 cities, towns, counties and special recreation districts to receive a portion of these funds. Distribution is based upon population. The use of these funds is restricted to park and recreation spending.

Capital expenditures - \$130,000

The capital expenditures projected for 2016 include remodeling a portion of the Town Hall (\$100,000); a new telephone system (\$20,000) and police video equipment upgrades for each of the patrol vehicles (\$10,000).

Reserve Balance

Reserves (Fund Balances) at the beginning of 2015 were \$1,358,794. Activity for 2015 and 2016 is expected to decrease the reserve balance to \$1,046,456. A desirable reserve balance is an amount equal to one year's budgeted recurring operating expenditures, or approximately \$1,400,000, which will require continued vigilance by the Town Trustees to control operating costs as well as capital spending.

**TOWN OF COLUMBINE VALLEY
2016 BUDGET
FINANCIAL PORTION**

SUMMARY

General Fund Activity

Revenues		
Operating	\$ 1,600,000	
From Reserve	<u>65,000</u>	\$ 1,665,000
Expenditures		
Operating	\$ 1,665,000	
To Reserve	<u>-</u>	<u>1,665,000</u>

Reserve Activity

Additions		
2016 Budget (Above)	\$ -	
Arapahoe County Open Space Shareback Conservation Trust Fund	<u>30,000</u> <u>6,000</u>	\$ 36,000

Expenditures		
2016 Budget (Above)	65,000	
Capital Expenditures	30,000	
Major Capital Projects	100,000	
Conservation Trust Fund	<u>6,000</u>	<u>201,000</u>

Net Increase (Decrease) in Reserves	(165,000)
Reserves at Beginning of Year	<u>1,211,456</u>
Reserves at End of Year	<u><u>\$ 1,046,456</u></u>

TOWN OF COLUMBINE VALLEY
General Fund Revenues & Expenditures
2016 Budget

	Actual 2014	Budget 2015	Projected 2015	Budget 2016
Revenues				
Taxes				
Property Taxes	\$ 301,396	307,035	307,035	312,843
Specific Ownership Taxes	21,703	19,970	19,970	20,097
Sales and Use Taxes	377,955	400,000	455,000	631,000
Utility Franchise Fees	50,659	48,000	48,000	48,000
Cable Television Fees	26,863	25,000	25,000	25,000
Permits and Fines				
Permits, Fees and Services	168,397	110,000	150,000	149,000
Fines	76,642	90,000	80,000	80,000
Intergovernmental				
Town of Bow Mar	250,780	255,795	255,795	260,910
State Highway User's Tax	45,812	45,000	45,000	43,000
County Highway Tax Revenue	11,387	12,000	12,000	12,000
Motor Vehicle Registration Fees	5,676	5,000	5,000	6,000
State Cigarette Tax Apportionment	643	500	650	650
Interest	1,542	2,500	1,500	2,500
Other	27,591	22,600	25,050	9,000
From General Reserve	93,475	243,600	138,610	65,000
	<u>\$ 1,460,521</u>	<u>1,587,000</u>	<u>1,568,610</u>	<u>1,665,000</u>
Expenditures				
Public Safety	\$ 611,714	676,000	644,500	668,000
Sanitation	66,707	70,000	70,000	72,000
Administration	378,131	415,000	403,070	435,500
Planning and Zoning	52,462	40,000	57,500	67,000
Public Works	351,507	386,000	393,540	422,500
To General Reserve	-	-	-	-
	<u>\$ 1,460,521</u>	<u>1,587,000</u>	<u>1,568,610</u>	<u>1,665,000</u>
Reserve Additions				
From General Fund	\$ -	-	-	-
Arapahoe County Open Space Shareback	27,293	27,000	30,555	30,000
Conservation Trust Fund	6,276	6,000	6,000	6,000
	<u>\$ 33,569</u>	<u>\$ 33,000</u>	<u>\$ 36,555</u>	<u>\$ 36,000</u>
Reserve Expenditures				
To General Fund	93,475	243,600	138,610	65,000
Capital Expenditures	38,574	39,000	39,283	130,000
Conservation Trust Fund Expenditures	6,000	14,500	6,000	6,000
	<u>138,049</u>	<u>297,100</u>	<u>183,893</u>	<u>201,000</u>
Net Increase (Decrease) in Reserves	(104,480)	(264,100)	(147,338)	(165,000)
Beginning Reserves Balance	1,463,274	1,358,794	1,358,794	1,211,456
Ending Reserves Balance	<u>\$ 1,358,794</u>	<u>1,094,694</u>	<u>1,211,456</u>	<u>1,046,456</u>

TOWN OF COLUMBINE VALLEY
General Fund Operating Expenditure Detail
2016 Budget

	Actual 2014	Budget 2015	Projected 2015	Budget 2016
Public Safety				
Cruiser Gas, Oil and Maintenance	\$ 32,525	40,000	25,000	35,000
Cruiser Insurance	6,200	6,500	6,300	6,500
Salaries	371,665	408,000	408,000	405,000
FFPA Pension	35,950	40,800	37,500	37,500
Health Insurance	51,364	54,000	45,000	53,120
Workers Comp Insurance	18,355	25,000	25,000	26,000
Uniforms	3,887	8,000	5,000	8,000
Education and Training	2,469	7,500	5,000	7,500
Supplies and Other	16,268	19,400	19,400	20,000
Arapahoe County dispatch fees	25,800	25,800	25,800	26,380
Municipal Court Judge	9,000	9,000	9,000	9,000
Municipal Court Legal	34,329	25,000	27,500	27,500
Municipal Court Supplies	276	2,000	2,000	2,000
Municipal Court Administration	3,626	5,000	4,000	4,500
	<u>\$611,714</u>	<u>676,000</u>	<u>644,500</u>	<u>668,000</u>
Administration				
Advertising	\$ 744	500	500	500
Legal	35,023	40,000	40,000	40,000
Accounting and Audit	19,500	20,000	20,000	21,000
Building Inspection	54,182	65,000	65,000	74,500
Building Maintenance and Utilities	23,771	48,500	48,500	36,500
Salaries	131,991	143,000	125,000	154,000
Payroll Taxes	12,165	11,440	10,000	12,320
Health Insurance	15,212	16,000	14,500	14,000
Pension	5,838	6,975	6,500	7,700
Telephone	5,000	5,000	5,500	5,500
Supplies	5,998	5,000	5,000	5,000
Insurance and Bonds	22,161	24,500	24,500	27,155
Miscellaneous	22,259	15,160	22,000	22,000
Miscellaneous small equipment expense	8,785	-	-	-
County Treasurer's Fees	3,046	3,070	3,070	3,128
Computer expense	7,042	5,000	5,000	5,000
Election Expense	1,960	1,000	2,000	2,000
Newsletter and Directory	3,454	4,855	6,000	5,197
	<u>\$378,131</u>	<u>415,000</u>	<u>403,070</u>	<u>435,500</u>
Public Works				
Street and Gutter Maintenance	\$289,491	300,000	300,000	300,000
Snow Removal	6,298	15,000	15,000	15,600
Striping	1,828	3,000	3,000	3,000
Signs Maintenance	6,316	3,000	3,000	3,000
Vehicle Maintenance	896	2,000	2,500	2,500
Other Drainage/Water	11,997	16,500	16,500	15,400
Street Cleaning	825	2,000	2,000	2,000
Street Lighting	13,980	15,000	15,000	15,000
Ground and Other Maintenance	895	7,500	7,500	3,500
Other Maintenance/Homeowner Funds	8,040	-	8,040	10,000
NPDES Expense	2,605	6,000	5,000	9,000
Salary	-	-	-	20,000
Professional Fees	8,336	16,000	16,000	23,500
	<u>\$351,507</u>	<u>386,000</u>	<u>393,540</u>	<u>422,500</u>

TOWN OF COLUMBINE VALLEY
Capital and Reserve Expenditure Detail
2016 Budget

	Actual 2014	Budget 2015	Projected 2015	Budget 2016
Capital Expenditures				
Public Safety				
Vehicle	\$ 38,574	39,000	39,283	-
Other	-	-	-	10,000
Administration				
Computer and Peripherals	-	-	-	-
Other	-	-	-	20,000
Public Works				
Streets	-	-	-	-
Other	-	-	-	-
	<u>\$ 38,574</u>	<u>39,000</u>	<u>39,283</u>	<u>30,000</u>
Major Capital Projects				
Town Hall Remodel	\$ -	-	-	100,000
Other	-	-	-	-
	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>100,000</u>
Conservation Trust Fund Expenditures				
Parks	\$ 6,000	14,500	6,000	6,000

TOWN OF COLUMBINE VALLEY														COMPLETE:			
Detail and Support for Revenue and Expense Projections														PRELIM			
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2015	2015	2016	2016	2016	2016	2016	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget	9 Mo Act	Estimate	Budget	Budget	Responsibility/Comments	CHANGE	NET	
															(UNDER)	(UNDER)	
Revenues																	
Taxes																	
Property Taxes	261,093	278,709	297,527	316,514	323,274	300,086	307,260	301,396	307,035	304,135	307,035	312,843	312,843	JIT	Calculated	5,808	
Specific Ownership Taxes	26,568	24,163	20,641	20,327	19,272	19,362	20,737	21,703	19,970	15,606	19,970	20,097	20,097	JIT	To balance	127	
Sales and Use Taxes - Total	381,376	351,108	264,325	315,149	314,226	342,384	315,181	377,955	400,000	414,222	455,000	631,000	631,000	JIT	CCC DEMOLISH	(35,000)	
Sales and Use Taxes - Retail	118,403	121,449	110,663	118,012	117,850	119,076	121,284	131,750	110,000	106,070	120,000	85,000	85,000	JIT		5,000	
Sales Taxes - Motor Vehicles	120,577	100,019	101,302	118,705	114,867	141,974	136,648	136,905	120,000	126,286	135,000	140,000	140,000	JIT			
Sales Tax - Remodels	52,691	66,974	19,628	48,336	80,714	81,334	57,251	76,762	50,000	41,256	50,000	50,000	50,000	MAY/JJT	HISTORICAL		
Sales Tax - New Construction	89,705	53,664	32,632	29,896	825	-	32,538	120,000	140,710	150,000	150,000	358,000	358,000	MAY/JJT	22 HOMES + CCC	206,000	
Utility Franchise Fees	44,087	50,859	45,202	49,719	50,019	48,584	49,456	60,659	48,000	35,563	48,000	48,000	48,000	JIT			
Cable Television Fees	17,762	19,681	21,125	21,871	21,860	23,217	24,708	26,863	25,000	19,428	25,000	25,000	25,000	JIT			
Permits and Fines																	
Permits, Fees and Services - Total	132,182	102,414	70,487	88,254	86,026	102,871	78,166	168,397	110,000	131,210	150,000	149,000	149,000	MAY/JJT			
Permits, Fees and Services - Remodels	51,230	54,269	42,076	51,185	59,636	102,871	77,766	64,423	50,000	39,979	50,000	50,000	50,000	MAY/JJT			
Permits, Fees and Services - New Const	80,952	48,145	28,411	37,059	26,390	400	103,974	60,000	60,000	91,231	100,000	99,000	99,000	MAY/JJT	12 WCM & 10 WL @	(1,000)	
Fines	88,968	117,311	99,768	130,288	105,936	112,062	91,786	76,642	90,000	60,523	80,000	80,000	80,000	MENK			
Intergovernmental																	
Town of Bow Mar	200,000	205,000	220,000	225,000	231,750	238,701	245,863	250,780	255,795	191,848	255,795	260,910	260,910	MENK/JJT		5,119	
State Highway User's Tax	34,806	33,541	37,463	44,015	43,685	43,584	44,542	45,812	45,000	33,863	45,000	43,000	43,000	JIT	CML Estimate	(2,000)	
County Highway Tax Revenue	12,055	12,657	13,119	12,804	12,882	12,783	12,879	11,387	12,000	14,823	12,000	12,000	12,000	JIT			
Motor Vehicle Registration Fees	5,105	5,331	5,374	5,177	5,491	5,570	5,889	5,676	5,000	3,520	5,000	6,000	6,000	JIT		1,000	
State Cigarette Tax Appointment	1,011	787	811	837	825	662	695	643	500	577	680	850	850	JIT			
Interest	74,137	40,556	2,377	23,966	7,196	4,705	2,044	1,542	2,500	1,276	1,500	2,500	2,500	JIT	750,000 @ 333%	1,000	
Other	8,568	1,919	6,426	1,062	10,727	8,948	9,893	27,591	22,600	24,768	25,050	9,000	9,000	JIT		(16,050)	
	1,287,718	1,244,033	1,106,535	1,254,983	1,233,189	1,263,529	1,208,899	1,367,046	1,343,400	1,251,360	1,430,000	1,600,000	1,600,000			170,000	
Arapahoe County Open Space Shareback	25,223	27,280	25,281	23,378	25,022	23,010	26,212	27,293	27,000	30,555	30,585	30,000	30,000	JIT		(556)	
Conservation Trust Fund	6,238	6,369	6,006	5,745	5,971	6,301	6,911	6,276	6,000	3,332	6,000	6,000	6,000	JIT			

TOWN OF COLUMBINE VALLEY

Detail and Support for Planning and Zoning Expense Projections

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2015	2015	2016	2016	Responsibility/Comments
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget	9 Mo Act	Estimate	Budget	Budget	
Town planner	4,538	840	560	455	2,520	9,048	14,495	31,257	24,000	30,256	32,500	46,500	46,500	BEST
Town engineers	8,147	8,049	12,791	6,567	3,972	6,152	32,683	21,205	15,000	29,668	25,000	19,000	19,000	BEST
	-	-	-	-	-	-	-	-	1,000	-	-	-	1,500	BEST
Miscellaneous	12,685	8,889	13,351	7,022	6,492	15,200	47,178	52,462	40,000	59,924	57,500	67,000	67,000	-
									PHIL:					
									Planning - no reimb				46,500	
									Planning Asst Planner				23,125	
									Platte Canyon Road				3,500	
									Traffic study/studies				6,000	
									Contingency				12,500	
									TROY:				1,375	
									Planning assistance				19,000	
									Platte Canyon Road				1,000	
									Pavement project supervision				2,500	
									Contingency				10,000	
													5,500	

TOWN OF COLUMBINE VALLEY

Detail and Support for Public Works Expense Projections

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2015	2016	NET
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Estimate	Budget	CHANGE
Street/Gutters	153,394	51,731	31,141	44,406	39,614	39,512	15,214	289,491	300,000	300,000	300,000	NEWLAND - NOTE A
Snow Removal	4,159	2,915	4,303	2,390	4,688	4,056	2,800	6,298	15,000	15,000	15,600	NEWLAND - NOTE B
Striping	3,129	2,484	493	1,003	1,352	1,025	1,587	1,828	3,000	3,000	3,000	NEWLAND
Signs	1,344	2,297	1,860	2,193	1,213	615	202	6,316	3,000	275	3,000	NEWLAND
Vehicle Maintenance	4,869	3,028	4,173	1,652	4,475	1,751	2,833	896	2,000	1,728	2,500	NEWLAND
Other	7,853	7,665	6,932	7,442	7,196	8,467	7,134	2,810	7,500	222	7,500	NEWLAND - NOTE C
Main/Water - Hunter Run		442					9,288	9,187	9,000	7,567	9,000	NEWLAND - NOTE D
Street Cleaning							825	825	2,000	2,000	2,000	NEWLAND
Street Lighting	13,686	11,923	12,285	13,576	12,237	16,090	13,263	13,980	15,000	10,413	15,000	NEWLAND
Ground Maintenance	22,338	26,507	20,014	22,257	10,493	3,988	9,135	895	7,500	7,448	7,500	NEWLAND - Note 1
Storm water permit activity	5,153	9,731	5,168	5,503	3,404	4,157	4,442	2,605	6,000	4,446	9,000	NEWLAND
Homeowner Assn subsidy						8,040		8,040		8,040	10,000	NEWLAND - Note 2
Salary/wages - Hobbes						16,795		8,336	16,000	7,000	16,000	NEWLAND - Note 4
Professional Fees	215,925	118,723	86,369	100,422	90,304	104,496	65,898	351,507	386,000	261,049	393,540	NEWLAND - Note 3
Conservation Trust	5,132	5,000	5,000	6,000	6,000	6,000	6,000	6,000	14,500	6,000	6,000	NEWLAND - Note 5
Capital												
Pave & Drain - Niblick/Driver	205,179											NEWLAND
Repair Perimeter Wall	149,790											NEWLAND
Eagle Sump Pump												NEWLAND
Fairway Lane paving												NEWLAND
Cooley Reservoir drainage	25,000											NEWLAND
Storm water permit						3,018	15,094					NEWLAND
Other	354,969		25,000		40,000	3,018	15,094					NEWLAND
2016 Notes:												
Note A: \$300,000 to include street and gutters												
Note B: renewed contract with Designs by Sundown - assume 4% increase												
Note C: Contingency for potential cost overruns on Hunter Run and elsewhere												
Note D: Arrowhead contract (7,000); Water (1,000); Repairs (1,500)												
Note 1: Mr. Than (2,000); Other est (1,500)												
Note 2: 5 entrances @ 2,000 per												
Note 3: Platte Canyon Road Tip Grant (2,000); Drainageway D @ Platte Canyon work (15,000); Mosquito Control (6,000); Contingency - (500)												
Note 4: Est 1800 hrs @ \$25/hr. - 72% PW, 28% Admin												
Note 5: Funds to be used to offset cost to maintain TH Park - See admin budget												



Request for Board of Trustee Action

Date: September 20, 2016

Title: Intergovernmental Agreement with Bow Mar – Building Dept.

Presented By: J.D. McCrumb, Town Administrator

Prepared By: J.D. McCrumb, Town Administrator; Lee Schiller, Town Attorney

Background: In April of this year the Trustees endorsed moving forward with negotiations with the Town of Bow Mar to absorb the administrative functions of their Building Department. Since that time, the staffs and select elected officials from each municipality has worked out the details of this arrangement, and Bow Mar has met every request of Columbine Valley’s regarding the implementation of this endeavor.

The Town of Bow Mar was expected to take action on this IGA at their September 19 meeting.

Attachments: Draft Bow Mar IGA as of September 9, 2016

Fiscal Impacts: As drafted and attached, the IGA is not expected to have a negative financial impact on the Town. In addition to covering anticipated expenses, a 25% contingency/profit margin has been added in the IGA.

Staff Recommendations: Approve the IGA as presented.

INTERGOVERNMENTAL AGREEMENT

(Administrative Services)

THIS INTERGOVERNMENTAL AGREEMENT (Agreement), is made and entered into this ____ day of _____, 2016, effective as of November 1, 2016, by and between the Town of Columbine Valley, a Colorado municipal corporation (“Columbine”), 2 Middlefield Road, Columbine Valley, Colorado 80123, and the Town of Bow Mar, a Colorado municipal corporation (“Bow Mar”), 5395 Lakeshore Drive, Bow Mar, Colorado 80123.

RECITALS

WHEREAS, Columbine and Bow Mar are political subdivisions of the State of Colorado, incorporated as statutory towns pursuant to Title 31, Colorado Revised Statutes of 1973, as amended; and

WHEREAS, in accordance with C.R.S. Section §29-1-203, as amended, political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting entities; and

WHEREAS, both political subdivisions require administrative services (as defined below) which benefit the residents and visitors of their respective municipalities; and

WHEREAS, Bow Mar desires to enter into this Agreement pursuant to which certain administrative services will be provided to Bow Mar by Columbine, through the cooperative participation of Bow Mar and Columbine; and

WHEREAS, Columbine is willing and able to furnish such administrative services to Bow Mar as more particularly set forth below in this Agreement; and

WHEREAS, Bow Mar has determined that it is in its best interest to have Columbine provide such administrative services; and

WHEREAS, the Boards of Trustees of the Town of Columbine Valley and the Town of Bow Mar have authorized the execution of this Agreement between the parties hereto;

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and promises contained herein, Columbine and Bow Mar, hereto agree as follows:

1. Line of Authority. The Mayor of Bow Mar (the “Authorized Representative”) is hereby designated as Authorized Representative of Bow Mar for the purpose of administering, coordinating and approving the Services (as defined below) performed by Columbine on behalf of Bow Mar under this Agreement. Without limiting the foregoing, however, to the extent the Services performed under this Agreement specifically fall within or under the scope of one or more of the administrative departments of a Trustee of Bow Mar, as per the Bow Mar, Colorado, Municipal Code (the “Bow Mar Code”), then the Authorized Representative shall have the option to designate, or not designate, such Trustee, as applicable, as the Authorized Representative for such specific Services within the scope of such administrative department.

2. Administrative Services. For the period November 1, 2016, through December

31, 2017 (the "Initial Term"), Columbine agrees to provide the following Building Department services (collectively, the "Services") to Bow Mar in the same manner and frequency as similar services are provided to Columbine residents and visitors and in all instances in compliance with applicable laws, including, without limitation, the Bow Mar Code:

- A. **Contractor Licensing:** Functions will include the production of forms, which may be made available on the Bow Mar Town website and at the Columbine Valley Town Hall. All forms will feature Bow Mar branding but will otherwise mirror that of Columbine Valley; provided, however, that in the event Bow Mar has existing forms, Columbine will utilize such existing forms until depleted.

Columbine Valley will collect and process application forms and all associated information including copies of state licenses (as applicable) and proof of general liability and workers' compensation (as applicable) insurance with the Towns of Bow Mar and Columbine Valley listed as "additional or also insured". Commencing on January 1, 2017, Columbine will also collect all licensing fees (which such amounts and processes will correspond with the Town of Columbine Valley), and the issuance of paper certificates in person or by mail.

Commencing on January 1, 2017, all contractors' licenses will be for the calendar year (January 1 - December 31) with a 50% reduction of rate after July 1. Current licenses issued and costs are available for review will be on the Columbine and Bow Mar web sites. Payments for licenses are to be check, money order, or credit card. No cash payments will be accepted. All fees will belong to Bow Mar and shall be remitted to Bow Mar on a periodic basis as mutually agreed by Columbine and Bow Mar.

Concurrently with the activation of this Agreement, Bow Mar shall adopt any and all ordinances making official the licensing of Contractors, which such licensing shall be effective as of January 1, 2017. Contractors currently engaged in a project will be sent one communication via USPS drafted by Columbine and sent by the Town of Bow Mar Building Commissioner asking that they immediately comply with new licensing requirements.

- B. **Building/Demolition Permits/Certificates of Occupancy:** All permits and certificates of occupancy will be administered and issued according to the following provisions. Columbine will accept permit application packets at the Columbine Valley Town Hall during normal business hours. Columbine will produce the application forms, which may be made available on the Bow Mar Town website and at the Columbine Valley Town Hall. All forms will feature Bow Mar branding but will otherwise mirror that of Columbine, except as provided herein.

Documents collected at the time of application submittal will include appropriate approval of the Bow Mar Homeowner's Inc. Architectural Control Committee, Bow Mar contractor's license (or application), and a signed copy of the contract or other reasonable documentation between the contractor and the homeowner (used to verify scope of work and valuation of project). Columbine issues permits based on full contract price.

Audits may be initiated by either the homeowner/contractor or the Bow Mar at the conclusion of the process should either party believe that the permit price does not accurately reflect the total valuation as stated at the time the permit was issued.

This Agreement between Bow Mar and Columbine does not include the audit process, which would need to be conducted by Bow Mar.

Other documents, such as engineering letters, two sets of plans (paper and digital if larger than 11x17"), soil reports, etc. may be required based on the scope of the project.

It is acknowledged by the parties that Bow Mar has not enacted a sales and use tax but that Bow Mar may consider such a measure in the future and the Services will include the implementation and collection of such tax on the account of Bow Mar.

Once a complete application packet has been submitted, Columbine will coordinate the review of the plans (as appropriate) with a plans reviewer selected by Bow Mar. This reviewer will be responsible for picking up and dropping off reviewed plans at the Columbine Valley Town Hall. The reviewer is responsible for identifying any additional approvals required by Bow Mar and alerting Columbine of any application deficiencies. The reviewer is also responsible for completing a punch list of required inspections and submitting that to Columbine at the time reviewed plans are returned. Once ready, Columbine will contact the applicant and alert them that the permit is ready for pick up at the Columbine Valley Town Hall and of the final permit cost. Payments for permits are to be check or

money order. No cash or credit card payments will be accepted.

Columbine Valley will not be responsible for the performance or abilities of the Bow Mar plans reviewer or building inspector(s) and will not be held in any way liable for their performance or quality/results of work. All permissions, variances, releases and approvals are the responsibility of Bow Mar and its inspectors. Permits will not be issued until all predetermined criteria are met and approved by Bow Mar. Columbine will not be held responsible or liable for work performed by any permit holder after the permit has been issued.

Demolition permits are issued only on total building removal for a flat fee as per the Bow Mar schedule of fees (currently, \$1,000.00). Permits will be scheduled prior to demolition to verify utility shut-offs.

Certificates of Occupancy are issued to SFR new builds or “substantial” remodels/additions once all inspections are approved and the building inspector and Building Commissioner have approved issuance. This process and all forms will mirror that of Columbine.

- C. **Inspection Scheduling:** Inspections will be coordinated through Bow Mar building inspector and/or the State of Colorado as appropriate.

By the close of business each Friday, Bow Mar will provide to Columbine a hard copy or digital list of inspections completed over the last seven days. Information shall include address, type of inspection, status (pass/fail/notes) and such other pertinent information.

- D. **Record Keeping:** Columbine will create and maintain a Building Department Log for Bow Mar. This paper log will document all registered contractors and issued building permits. While the format of this log may vary slightly from year to year, it will generally contain the following information for contractors: license number, issue date, license type, state license verified, insurance verification and expiration dates, contact information and confirmation of payment; and the following information for permits issued: permit numbers, contractor contact information, project description, fee breakdown, issue date and confirmation of payment.

Digital records will also be kept, by contractor and by address, and include permit applications, application packets, building permits, inspection cards, inspection slips, and certificates of occupancy.

Paper records will be kept at the Columbine Valley Town Hall in

accordance with the Colorado Records Retention Schedule. They will be made available to Bow Mar elected officials and staff at any time by request and to the general public per Columbine open records request policy.

- E. **Reports and Administration:** Monthly reports will be produced after the 1st and before the 14th of each month and will be sent electronically to the Bow Mar Building Commissioner and Bow Mar Town Clerk. Monthly reports will include permits/COPs issued and cost breakdowns of each permit, inspections conducted, and licenses issued and fees collected. Columbine will provide information to county assessor's offices as requested. All fees will belong to Bow Mar and shall be remitted to Bow Mar on a periodic basis as mutually agreed by Columbine and Bow Mar. Notwithstanding anything contained in this Agreement to the contrary, permit fees shall be based upon the schedule of fees promulgated by Bow Mar from time to time.

Additionally, the Columbine Valley Building Department Assistant and/or Town Administrator will be available for one monthly meeting with Bow Mar representatives (Mayor, Building Commissioner, Clerk, etc.) to be established at a predetermined time during regular business hours and to last no more than one hour after the initial start-up period which should last no more than three months. In addition, the Columbine Valley Building Department Assistant and/or Town Administrator will either attend or send a representative to the Bow Mar Trustee's meeting once per calendar quarter and Bow Mar shall have the right to reasonably request additional attendance on an as-needed basis. Columbine reserves the right to request additional meetings as needed. All meetings will be held at the Columbine Valley Town Hall.

Columbine Valley's Town Administrator will be Bow Mar's primary contact and will supervise all employees. Performance concerns and/or any performance reviews should be submitted to the Town Administrator and copied to the Mayor of Columbine Valley for them to address as they see reasonable.

- F. **Customer Service:** All citizens, vendors, contractors, etc. will be treated equally be they from Columbine or Bow Mar. In the execution of this Agreement, Columbine can provide use of an existing telephone line for inspection requests or Bow Mar can chose to pay for a dedicated telephone line. In either case, phone calls are answered on a first come-first serve basis, and will be answered as "Town Hall".

Building Department information posted on the Bow Mar web site will be the responsibility of Bow Mar. Columbine will be responsible for

providing to the Bow Mar Building Commissioner information and forms as/if they change and noting errors and inconsistencies on occasion but will not serve as Bow Mar's web master and will not be held responsible for web site content. Columbine will not make any reference to the Bow Mar Building Department on its town web site.

While there is a drop box outside of the front door at the Columbine Valley Town Hall, citizens and customers are discouraged from using this box outside of business hours and the Staff of Columbine won't be held responsible for items left inside the box.

Very rarely, staffing or weather issues require the Columbine to close Town Hall during normal business hours. While every precaution is taken to avoid such occurrences, the Town will not be held responsible should a citizen of Bow Mar require assistance during such times.

Prior to Commencement of this Agreement, Columbine will require a complete status list of all "in- process"/active and applied for permits. Columbine Valley will take over the inspection scheduling for all "in-process"/active permits but all other processes and activities associated with these permits will remain the responsibility of Bow Mar.

Furthermore, Columbine is considering systems and software packages to modernize the functions of our building department. Should Columbine adopt any new systems or software packages, Bow Mar will review and attempt to simultaneously adopt associated changes so long as the level of service offered is not diminished.

3. Payment.

- A. Bow Mar shall pay to Columbine the sum of \$40,000.00 per full calendar year of the Term (as defined below), appropriately prorated for the Initial Term and/or any other period less than a full year on a 365 calendar day basis.
- B. Payment shall be made in accordance with the terms set forth in Schedule A, which is attached to and incorporated by reference herein, appropriately prorated for the Initial Term and/or any other period less than a full year on a 365 calendar day basis.

4. Scope of Services.

- A. Columbine will only provide Staff resources in connection with the Services to be provided under the terms of this Agreement. All other expenses, including transition costs, office supplies and equipment, phone lines, and the like shall be agreed to by the Authorized Representative in advance and billed by Columbine directly to Bow Mar on a monthly basis to be paid within thirty (30) days of invoicing.
- B. Bow Mar shall appoint and/or hire all building inspectors independently of this Agreement and shall be responsible for the payment of all fees and costs associated therewith. All fees collected for and on behalf of Bow Mar hereunder shall be retained by Bow Mar.
- C. Bow Mar acknowledges that Columbine shall not provide insurance or assume liability for Bow Mar Town Trustees and Mayor, or for Bow Mar Town employees, including any negligence or intentional acts of such employees, Trustees or Mayor.
- D. Representatives from each governing body shall meet on an as needed basis, in order to exchange information and ideas concerning the Services, as agreed upon by the parties.
- E. Columbine and its Staff shall provide the Services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in Columbine's community and region. All work product of the Staff under this Agreement and related to Bow Mar shall remain owned and controlled by Bow Mar.
- F. Columbine agrees that no official, officer or employee of Columbine shall have any personal or beneficial interest whatsoever in the Services or property described herein. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Columbine by placing Columbine's own interests, or the interest of any party with whom Columbine has a contractual arrangement, in conflict with those of Bow Mar.
- G. Columbine is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Agreement, all Staff assigned by Columbine to perform work under this Agreement shall be and remain at all times, employees of Columbine for all purposes. It is agreed that Columbine shall have direct control with respect to the manner and performance of Services. Columbine and the Staff are not entitled to workers' compensation or unemployment benefits through Bow Mar and Columbine is obligated to pay federal and state income tax on any monies earned pursuant to the contract relationship.

- H. The parties hereto understand and agree that both Bow Mar and Columbine; their respective trustees, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to Columbine and Bow Mar.
- I. Columbine agrees that, upon request of the Authorized Representative, at any time during the term of this Agreement, or three (3) years thereafter, it will make full disclosure to Bow Mar and make available for inspection and audit upon request by the Authorized Representative, the Bow Mar Board of Trustee or any of their authorized representatives, all of its records associated with the Services performed under this Agreement.

5. Indemnification and Insurance.

- A. Columbine shall maintain liability and other insurance in an amount to be agreed upon by Columbine and Bow Mar, but in no event less than the limits of liability specified in the Colorado Governmental Immunity Act, as amended. Any insurance contract shall name Bow Mar (and, as applicable, the Trustees and Mayor) as an additional insureds and/or loss payees with respect to the subject matter of this Agreement. Bow Mar shall be provided with a copy of the certificate of insurance which shall provide that the insurance will not be cancelled or modified unless there has been thirty (30) days prior notification to Bow Mar and the opportunity to review the insurance contract during Columbine's regular business hours.
- B. Bow Mar acknowledges that Columbine shall not provide insurance or assume liability for Bow Mar Town Trustees and Mayor, or for Bow Mar town employees, including any negligence, liability or intentional acts of such employees, Trustees or Mayor. Bow Mar further acknowledges that Columbine shall not have any liability arising out of or connected with the constitutionality or legal validity of Bow Mar's ordinances, resolutions and contracts.
- C. Columbine shall provide for the compensation, including salaries, wages and benefits, including, without limitation, all insurance as required by law, of all Columbine personnel, and shall indemnify, defend and hold harmless Bow Mar from any claim for or payment of compensation for

injury or sickness of a Columbine employee arising out of employment pursuant to the terms of this Agreement.

- D. Bow Mar agrees to indemnify, defend and hold Columbine harmless from claims, suits, demands, obligations and liabilities of every kind or nature arising from or incurred during the Term hereof as a result of the actions of the Town of Bow Mar, the Board of Trustees and Mayor, and the employees, representatives or agents of Bow Mar. In that regard, Bow Mar shall maintain liability and other insurance in an amount to be agreed upon by Columbine and Bow Mar, but in no event less than the limits of liability specified in the Colorado Governmental Immunity Act, as amended. Any such insurance contract shall name Columbine as an additional insured. Columbine shall be provided with a copy of the Certificate of Insurance which shall provide that the insurance will not be cancelled or modified unless there has been thirty (30) days prior notification to Columbine and the opportunity to review the insurance contract. In the event a claim is brought against Columbine for any liability as described in this paragraph 5D, then Bow Mar agrees to defend said claim on behalf of Columbine, at its own expense and shall reimburse Columbine for any and all attorney's fees incurred by Columbine in connection therewith.
- E. Columbine agrees to indemnify, defend and hold Bow Mar harmless from claims, suits, demands, obligations and liabilities of every kind or nature arising from or incurred during the Term hereof as a result of the actions of Columbine, the Staff and/or the Columbine its employees, representatives or agents, subsequent to the commencement of the Initial Term. In the event a claim is brought against Bow Mar for any liability as described in this paragraph 5E, then Columbine agrees to defend said claim on behalf of Bow Mar, at its own expense and shall reimburse Bow Mar for any and all attorney's fees incurred by Bow Mar in connection therewith.

6. Term; Termination.

- A. The term of this Agreement (the "Term") shall consist of the Initial Term and any renewal of the Term as provided below in subsection B. From and after the Initial Term, either party may terminate this Agreement, with or without cause, upon six (6) months prior written notice. In such event, each party shall be responsible for its own cost incurred by reason of the termination.

- B. Should either party desire to continue this Agreement for the calendar year 2018, or later (which such extension(s) shall become part of the Term), the parties shall provide written notice to the other of its desire to renew this Agreement no later than the December 1st of the applicable calendar year, in which event the parties shall then use good faith efforts to negotiate the terms of an amendment to this Agreement prior to December 31st of such year. In the event the parties are negotiating in good faith and intend to agree upon an amendment extending the Term of this Agreement, but such amendment has not been finalized by the deadline set forth above, the parties can elect to continue the terms of the then existing Agreement by written notice to the other party to allow for the finalization of the applicable amendment.
- C. Upon termination of this Agreement, Columbine will return to the Bow Mar all records, notes, documentation and other items that were used, created, or controlled by Columbine during the Term of this Agreement.

7. Miscellaneous

- A. Communications with regard to the performance of this Agreement shall be between the respective Mayors of the parties or their designated Authorized Representatives, and to Columbine Valley Town Administrator concerning the conduct of the Services. Bow Mar shall provide necessary copies of all ordinances, resolutions and contracts which are to be relied upon by Columbine in the performance of its Services under this Agreement. Such ordinances shall have been certified by the Bow Mar Clerk, as true copies of the ordinances by the current Bow Mar Clerk as true copies of the ordinances in his/her possession and such ordinances shall have been accompanied with the certification from the Bow Mar Town Attorney, certified that the ordinances were properly adopted and in his/her opinion, are valid and enforceable.
- B. Notwithstanding any other term, condition or provision herein, each and every obligation of the Town of Columbine Valley and the Town of Bow Mar stated in this Agreement is subject to the requirements of prior appropriation of funds therefor by the governing body of either Town.
- C. Neither party shall be liable or deemed to be in default for any delay or failure in performance of this Agreement or interruption of services resulting directly or indirectly from acts of God, or any causes beyond the reasonable control of such party.

- D. 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 Bow Mar and Columbine, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of Bow Mar and Columbine that any person or party other than Bow Mar or Columbine receiving Services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction and venue for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach thereof, shall be only in the Arapahoe County District Court.
- F. This Agreement, including the Schedule attached hereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be modified except by a writing signed by a duly authorized representative of each of the parties.
- G. In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall recover reasonable expenses, including reasonable attorney's fees.
- H. Any notice required to be given by either party to the other shall be deemed given if in writing and actually delivered or deposited in the United States mail in registered or certified form with return receipt requested, postage prepaid, addressed to the notified party at the address set forth above or as changed by notice given pursuant to this Section.

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

Town of Bow Mar
5395 Lakeshore Drive
Bow Mar, CO 80123

- I. This Agreement is not assignable by either party hereto without the written consent of the other.

- J. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- K. No waiver by any party of any breach of any provisions hereof shall be effective or enforceable unless made in writing signed by the party.
- L. This Agreement is a full and complete integration of the terms, conditions and Agreement of the parties whether oral or written.
- M. Columbine, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Columbine or divulge, disclose, or communicate in any manner, any information that is proprietary to the Bow Mar. Columbine and its Staff, employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

This Agreement shall be effective on the _____ day of _____, 2016.

The foregoing Agreement was approved by resolution of the Board of Trustees of the Town of Columbine Valley on the ___ day of _____, 2016, and approved by resolution by the Board of Trustees of the Town of Bow Mar on the _____ day of _____, 2016, and each resolution authorized and directed the Mayor to sign and the municipal clerk to attest to this Agreement.

Dated this ___ day of _____, 2016.

Town of Columbine Valley, Colorado

By: _____
Mayor

Attest: _____

Town of Bow Mar, Colorado

By: _____
Mayor

Attest: _____

SCHEDULE A

Payment schedule for calendar year 2016 (subject to proration):

<u>Payment Due Date</u>	<u>Payment Amount</u>
November 1, 2016	\$6,684.93

Payment schedule for calendar year 2017:

January 1, 2017	\$10,000
March 1, 2017	\$10,000
July 1, 2017	\$10,000
October 1, 2017	\$10,000

Payment schedule for calendar year 2018:

January 1, 2018	\$10,000
March 1, 2018	\$10,000
July 1, 2018	\$10,000
October 1, 2018	\$10,000



Request for Board of Trustee Action

Date: September 20, 2016

Title: Resolution #5, Series 2016: Personnel Policies & Procedures

Presented By: Dana Struthers, Manager of Support Services

Prepared By: Lee Schiller, Town Attorney; Dana Struthers, Manager of Support Services; J.D. McCrumb, Town Administrator

Background: In February 2014 the Board of Trustees adopted by Resolution a Personnel Policies & Procedures manual for the purpose of directing human resource guidelines for the Town.

By practice the manual is reviewed every two years for compliance with federal and state law, HR best practices and Town operational demands. Staff has been working with Mountain States Employers Council on this revision to ensure compliance in all applicable areas.

Attachments: Resolution #5, Series 2016
Personnel Policies & Procedures Manual

Suggested Motion: "I move to approve Resolution #5, Series 2016 as presented"

RESOLUTION NO. 5
SERIES OF 2016

A RESOLUTION AMENDING PERSONNEL POLICIES AND PROCEDURES

WHEREAS, Board of Trustees determined that the Town was in need of modifying its Personnel Policies and Procedures;

WHEREAS, the Board of Trustees have received and reviewed a document titled Personnel Policies and Procedures, which amends the Personnel Policies and Procedures currently in effect and:

WHEREAS, the Board of Trustees of the Town of Columbine Valley finds that it is in the best interests of the Town to adopt said amended Personnel Policies and Procedures,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF COLUMBINE VALLEY:

The Board of Trustees of the Town of Columbine Valley hereby adopts the Personnel Policies and Procedures, as more fully set forth in Exhibit A attached hereto and as may be amended and updated from time to time. The effective date of the Personnel Policies and Procedures shall be September 20, 2016.

ADOPTED AND APPROVED this 20th day of September, 2016.

Richard Champion, Mayor

J.D. McCrumb, Clerk

TOWN OF

Field Code Changed

COLUMBINE VALLEY

PERSONNEL POLICIES

AND

PROCEDURES
EMPLOYEE HANDBOOK

Resolution #1, Series 2014

Adopted, February 18, 2014

FOREWORD

— These personnel policies for the Town of Columbine Valley (hereafter “Columbine Valley” or the “Town”) have been implemented in order to provide each employee of the Town a clear and thorough understanding of the policies by which Columbine Valley strives to operate, and the conditions under which employment with the Town is accepted or continued. Knowing what your responsibilities are to the Town and understanding which rights and privileges you enjoy will serve to optimize working conditions and result in a professional, safe, enjoyable and efficient workplace.

— Amendments or additions to these personnel policies shall be authorized only by Columbine Valley Board of Trustees. Each Town employee shall then be advised of the amendment or addition and shall immediately adhere to it. No employee, supervisor, the Town Administrator or Board Member is authorized to make any oral representations or promises that vary from the provisions of these policies or that vary from the departmental rules and regulations (if any) applicable to that employee's department. Any such oral representations or promises are hereby declared to be null and void and should not be relied upon by any employee. Neither this manual nor the personnel policies create an employment contract with employees.

— Violations of these personnel policies will be perceived as a serious matter and may result in disciplinary or other administrative action.

IMPORTANT NOTICE

AT THE TOWN OF COLUMBINE VALLEY (HEREAFTER KNOWN AS THE “TOWN”), NEITHER THE EMPLOYEE NOR THE TOWN IS COMMITTED TO AN EMPLOYMENT RELATIONSHIP FOR A FIXED PERIOD OF TIME. EMPLOYMENT WITH THE TOWN IS AT-WILL. EITHER THE EMPLOYEE OR THE TOWN HAS THE RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON. THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS BY THE TOWN ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR IS THERE A GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC DURATION. NO REPRESENTATIVE OF THE TOWN, OTHER THAN THE TOWN ADMINISTRATOR, CHIEF OF POLICE AND/OR BOARD OF TRUSTEES HAS AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING.

THE CONTENTS OF THIS HANDBOOK ARE SUMMARY GUIDELINES FOR EMPLOYEES AND THEREFORE ARE NOT ALL INCLUSIVE. THIS HANDBOOK SUPERSEDES ALL PREVIOUSLY ISSUED EDITIONS. EXCEPT FOR THE AT-WILL NATURE OF EMPLOYMENT, THE TOWN RESERVES THE RIGHT TO SUSPEND, TERMINATE, INTERPRET, OR CHANGE ANY OR ALL OF THE GUIDELINES MENTIONED, ALONG WITH ANY OTHER PROCEDURES, PRACTICES, BENEFITS, OR

OTHER PROGRAMS OF THE TOWN OF COLUMBINE VALLEY. THESE CHANGES
MAY OCCUR AT ANY TIME, WITH OR WITHOUT NOTICE.

PERSONNEL POLICIES AND PROCEDURES

~~With Resolution No. 1, Series 2014, Effective February 18, 2014, Columbine Valley adopts a uniform and orderly system for dealing with human resources matters with respect to employment within the Town.~~

SECTION 1 PURPOSE

A. These policies were developed to provide:

1. A written set of guidelines for human resources decisions;
2. A means of communication with employees;
3. A framework for consistency and fairness in recruitment, selection, placement, promotion, retention and separation of Town employees based upon employees' qualifications for a position;
4. ~~A way to promote the Town's philosophy;~~
5. ~~A tool to assist managers in the development of sound management practices and procedures; and~~
6. ~~A means of protecting the legal interests of the Town in compliance with federal and state laws.~~

SECTION 2 SCOPE

- A. These policies and procedures apply to all employees of the Columbine Valley Town except elected and appointed officials; members of the boards and commissions; persons engaged under contract to supply professional or technical services; volunteer personnel who receive no regular compensation from the Town; and other personnel whom the Board may designate. Police personnel may be subject to additional ~~policies and procedures guidelines~~, which shall prevail in the event of conflict with these ~~policies and procedures guidelines~~.
- ~~B. In the event of conflict between these policies and procedures and the Municipal Code of the Town of Columbine Valley (hereafter the "Code"), ordinances and resolutions, state or federal law, the terms and conditions of the ordinance, state or federal law shall prevail.~~
- C. ~~Where these policies and procedures are applicable to the Town Administrator on an~~

~~employee basis, the Mayor and Town Attorney shall perform all functions which might otherwise be assigned to the Town Administrator.~~

**SECTION 3
AMENDMENTS AND REVISIONS**

~~Amendments and revisions to these policies may be proposed to the Board of Trustees through the Mayor. The Board may, at its sole discretion by ordinance and/or resolution, change, amend, repeal or modify these policies at any time, with or without notice. Amendments and revisions to these policies become effective upon their adoption by the Board of Trustees.~~

**SECTION 4
DISCLAIMER**

~~None of these provisions shall be deemed to create a vested contractual right for any employee nor to limit the power of the Mayor or Board to repeal or modify these rules. The policies are not to be interpreted as promises of specific treatment.~~

CHAPTER 1
GENERAL EMPLOYMENT RIGHTS AND RESPONSIBILITIES EMPLOYMENT

POLICY 1-1
EQUAL EMPLOYMENT OPPORTUNITY

Columbine Valley ~~is dedicated to the principals of~~ provides equal employment opportunities. ~~We prohibit unlawful discrimination against applicants or employees on the basis of age 40 and over, race, sex, color, religion, national origin, disability, military status, genetic information, sexual orientation or any other status protected by applicable state or local law. ~~to~~ all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or status as a Vietnam era or special disabled veteran in accordance with applicable federal laws.~~

Section 1-1-1 - Non-Discrimination

ADA and Religious Accommodation

The Town will make reasonable accommodation for qualified individuals with known disabilities and employees whose work requirements interfere with a religious belief unless doing so would result in an undue hardship to the Town or cause a direct threat to health and safety. Employees needing accommodation are instructed to contact their supervisor or Human Resources. The Town complies with applicable state laws governing non-discrimination in employment. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training. The Town also provides equal treatment for disabled employees who can perform with accommodation the essential tasks of the position that are bona fide occupational qualifications of the position when such accommodations do not impose an undue hardship on the Town.

Section 1-1-2 - Consequences of Prohibited Conduct

Violations of this policy may be cause for the full range of disciplinary action, up to and including termination.

Section 1-1-23 - Anti-Harassment Policy

Columbine Valley strictly prohibits any form of unlawful employee harassment based on age 40 and over, race, sex, color, religion, national origin, disability, military status, genetic information, sexual orientation, or any other status protected by applicable state or local law. ~~race, color, religion, sex, national origin, age, disability, status as a Vietnam era or special disabled veteran or status in any group protected by federal, state or local law.~~ Improper interference with the ability of the Town's employees to perform their expected job duties will not be tolerated. Further, employees are responsible for respecting the rights of their co-workers.

With respect to sexual harassment, the Town prohibits the following conduct by all Town

employees and elected or appointed officials:

A. Unwelcome sexual advances, requests for sexual favors and all other verbal or physical conduct of a sexual or other offensive nature, especially where:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
2. Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
3. Such conduct has the purpose or effect of creating an intimidating, hostile or offensive work environment.

B. Offensive comments, jokes, innuendoes, and other sexually oriented statements. Examples of the types of conduct expressly prohibited by this policy include, but are not limited to, the following:

1. Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair or brushing against another's body;
2. Sexually suggestive touching;
3. Grabbing, groping, kissing, fondling;
4. Lewd, off-color, sexually oriented comments or jokes;
5. Foul or obscene language;
6. Suggestive or sexually explicit posters, calendars, photographs, e-mails, graffiti, cartoons; and
7. Sexually oriented or explicit remarks.

~~C. Section 1-1-3 applies only to conduct of Town employees and elected officials and not to conduct by others not employed by the Town.~~

Section 1-1-3.4 - Reporting Possible Harassment

A. If an employee experiences any job-related harassment based on sex, race, national origin, disability or other protected factor, or believes that he or she has been treated in an unlawful, discriminatory manner, the incident should be reported promptly to the Town Administrator, immediate supervisor, Mayor or Town Attorney who will investigate as necessary to determine the cause of the complaint and work with the employee to affect an equitable solution. Every effort shall be made to resolve the difficulty at the lowest

level practicable. The complaint will be kept confidential to the maximum extent practicable.

- B. ~~All other employees who become aware of possible harassment of an employee, either as a result of having received a complaint directly from the employee from any other reliable source of information, or from his or her personal observations, should report the situation to the Town Administrator, the Board of Trustees, Mayor or the Chief of Police.~~

Section 1-1-45 - Investigation

- A. ~~The goal will be to investigate any such complaint promptly and thoroughly.~~
If the Town determines that an employee has harassed another individual, appropriate disciplinary action will be taken against the offending employee, up to and including termination of employment.

Section 1-1-56 - No Retaliation Reprisals

No retaliation reprisals of any kind by any employee shall be taken against an employee because that employee has asserted a complaint or against any witness because that individual has reported or has assisted in any way in the investigation of a harassment complaint.

- A. ~~If, after investigating any complaint of harassment, the Town, through the Mayor or Board of Trustees, determines that the complaint is not bona fide and was not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information, up to and including termination.~~

POLICY 1-2 CODE OF CONDUCT

Employees of ~~the Town Columbine Valley~~ must manage personal and business affairs so as to avoid situations that might lead to conflict, or the appearance of conflict, between self-interest and duty to the Town, to the persons served by the Town and to the general public.

Common sense and good judgment will dictate the proper course of action in most situations. However, if there is a question of even a slight conflict with our Code of Conduct, others will tend to exaggerate it. The best policy is to resolve such questions by addressing them at the outset so they will not become embarrassing problems later. Such matters can easily be addressed by discussing them with a member of the Board of Trustees who supervises the employee (hereafter "Supervising Trustee") or Mayor. Handling these matters in this manner should avoid any occasion for disciplinary action. However, any violation of this Code of Conduct may result in disciplinary action. Depending upon the severity of the violation, such disciplinary action could include any one or a combination of the following: oral warning, written reprimand, probation, suspension or discharge. Situations may arise that have not been directly addressed in this Code of Conduct. The final resolution of such situations rests with the

Mayor and Board of Trustees.

Section 1-2-1 - Performance of Duties

- A. Employees should perform official duties diligently, conscientiously and to the best of their ability, remembering that they are public employees servants.
- B. Employees should always perform their duties with courtesy and respect for the public and for co-workers and without bias or prejudice, manifested by words or conduct, based upon age, race, religion, national origin, gender, sexual orientation, veteran status, disability or political affiliation.
- C. With support from the Town, employees should seek to maintain and improve their personal and professional growth and development and that of their co-workers through cooperation and participation in training and educational programs relevant to their duties and through any licensing or certification required for their position.
- D. Employees should perform their duties impartially in a manner consistent with law and the public interest, unswayed by kinship, position, partisan interests, public pressure or fear of criticism or retaliation reprisal.
- E. Employees should bring to the attention of their supervisor any information that, by its nature or inference, could disclose or cause to be addressed any condition or situation that is detrimental to the image of the Town Columbine Valley or that they regard as a threat of liability, a threat to safety or a breach of law. The Town will not retaliate against any employee who makes such a disclosure in good faith. Resolution shall be pursued in accordance with the provisions of applicable local, state and federal law.

Section 1-2-2 -- Ethics Abuse of Position

- A. No employee should use or attempt to use his or her official position to secure unwarranted privileges or exemptions.
- B. No employee or a member of the employee's immediate family should accept, solicit, or agree to accept any gift, favor or anything of value with the understanding that the official actions, decisions or judgments of any employee will be influenced.
- C. No employee should request or accept any fee or compensation beyond that received by the employee in his or her official capacity for advice or assistance given in the course of his or her public employment.
- D. Each employee should use the public resources, property and funds under the employee's control responsibly and for the public purpose intended by law and not for any private purpose.

Section 1-2-3 - Conflict of Interest

Every employee has an obligation to diligently identify, disclose, avoid and/or manage conflicts of interest. Potential conflict of interest exists when an employee or an employee's immediate family may be directly or indirectly financially impacted, whether favorably or detrimentally, by a decision made by the Town Columbine Valley in which the employee participates. Even if no abuse of position actually occurs, a conflict of interest or its appearance can seriously undermine the public's confidence and trust in the Town's governmental system.

- A. ***Outside Contracts.*** Employees and their immediate family members should not enter into any contract with any component of the Town government for financial gain apart from an employment appointment without full disclosure and satisfactory management of any potential conflict of interest in accordance with policies established by Columbine Valley.
- B. ***Nepotism.*** Employees should not be involved in the decision to hire or in the supervision of any member of their immediate family.
 - 1. Immediate family or employees who reside in the same household will be allowed to work in the Town as long as neither is in a position that requires supervising the other.
 - 2. For purposes of this policy, immediate family and relative is defined as husband, wife, daughter (in-law), son (in-law), mother (in-law), father (in-law), brother (in-law), sister (in-law), parents (in-law), step children, step parents (in-law), grandparent or grandchild of an employee or other legal dependent of an employee or the employee's relatives.
- C. ***Business with Private Party or Vendor.*** Employees should not participate in decisions regarding conduct of Town business with any private party or vendor by whom the employee or an immediate family member is employed or is actively seeking employment.
- D. ***Acceptance of Gifts, Gratuities, Hospitality.*** Employees should not accept gifts, loans, gratuities, discounts, favors, hospitality, services or other compensation under circumstances from which it could reasonably be inferred that a major purpose of the donor is to influence the employee in the performance of duties. Examples of acceptable courtesies include a meal or social event; floral offerings or gifts of food to commemorate events such as illness, death, birth, holidays, promotions; or a sample or promotional gift of nominal value (\$50 or less).

Section 1-2-4 - Outside Employment

- A. While the Town Columbine Valley does not oppose employees engaging in outside employment, each full-time employee should consider his or her position with the Town

~~Columbine Valley~~ to be his/her primary place of employment. The outside employment of part-time employees may also reflect on the Town. Therefore, ~~the Town Columbine Valley~~ will oppose outside employment when it interferes with any employee's duties with ~~the Town Columbine Valley~~, involves a potential conflict of interest, or compromises the integrity or credibility of the Town. Consequently, in addition to conflict of interest situations addressed above, employees should avoid:

1. Outside employment with an entity that conducts business with the Town or requires the employee to have frequent contact with entities that regularly do business with the Town without full disclosure and satisfactory management of any potential conflict of interest.
2. Outside employment that cannot be accomplished outside of the employee's normal working hours or is otherwise incompatible with the performance of the employee's duties by placing the employee in a position of conflict between the employee's role at the Town ~~of Columbine Valley~~ and the employee's role in the outside employment.
3. Performance of work for any governmental entity within the State of Colorado without the written consent of both employers.
4. Outside employment that exploits official position or confidential information acquired in the performance of official duties for personal gain.
5. Outside employment that the public may view as work on behalf of ~~the Town Columbine Valley~~.

B. An exception to restrictions on outside employment pertain to the police. Outside employment of police must conform to Police Department policies.

C. Due to the importance of the public's perception of the governmental system, ~~the Town Columbine Valley~~ requires that all employees who engage in outside employment disclose such work to the Town Attorney. Outside employment is subject to review for conformance to this Code of Conduct. Employees engaged in outside employment determined not to be in conformance may be required to cease such employment.

Section 1-2-5 - Volunteer Activities

Employees are encouraged to engage in volunteer activities. However, employees should evaluate their volunteer activities in the same manner as outside employment to identify any potential conflict with the employee's position with ~~the Town Columbine Valley~~. Employees should discuss these potential conflicts with the Town Attorney.

- A. An employee should declare volunteer activities only if the employee believes there is some reason for concern consistent with the spirit of this Code of Conduct.

- B. All reported volunteer activities will be reviewed for appropriateness under the guidelines in this policy by the Town Attorney.

Section 1-2-6 - Confidentiality

Employees of ~~the Town Columbine Valley~~ should carry out their duties in a manner which would withstand public scrutiny. Some employees handle confidential court-related, law enforcement-related or employee-related documents (including all matters involving compensation of Town employees), while others handle sensitive matters concerning the operation of the government. Employees must maintain the confidentiality of these matters, ensuring information about these activities is made public only upon appropriate authorization by the Mayor or Board of Trustees.

Section 1-2-7 - Political Activity

The Town seeks to maintain neutrality concerning political matters. Employees of ~~the Town Columbine Valley~~ have a right to entertain and express personal opinions about political candidates and issues, but when performing their duties on behalf of the Town during working hours, employees of ~~the Town Columbine Valley~~ should endeavor to maintain neutrality in action and appearance, except where an employee's position entails political advocacy on the part of the Town.

- A. ***Political Campaigns.*** Each employee retains the right to vote as the employee chooses and is free to participate actively in political campaigns during non-working hours. Such activity includes, but is not limited to, membership and holding office in a political party, campaigning for a candidate in a partisan election by making speeches, and making contributions of time or money to individual candidates, political parties or other groups engaged in political activity. An employee who chooses to participate in political activity during off-duty hours should not use his or her position or title within the Town in connection with such political activities.

B. ***Candidate for Office.***

1. An employee who declares an intention to run for partisan elective office must take an unpaid leave of absence upon the filing of nomination papers, unless more than 50% of the employee's salary is paid by federal funds, in which case the employee must resign. If elected, he or she must resign.
2. An employee may be a candidate for an unpaid non-partisan elective office or may be appointed to an unpaid non-partisan office in another jurisdiction, without separating from employment, provided that the employee otherwise complies with this Code of Conduct.

- C. ***Political Activism.*** Employees should not engage in political activity during scheduled

work hours, or when using government vehicles or equipment, or on Town property except in the performance of their duties on behalf of the Town. Political activity includes, but is not limited to:

1. Displaying literature, badges, stickers, signs or other items of political advertising on behalf of any party, committee, agency, candidate for political office or political issues sought to be placed on the ballot.
2. Using official authority or position, directly or indirectly, to influence or attempt to influence any other employee in Town employment to become a member of any political organization or to take part in any political activity.
3. Soliciting signatures for political candidacy or for the purpose of placing an issue on the ballot.
4. Soliciting or receiving funds for political purposes.

D. **Political Discrimination.** Employees should not discriminate in favor of or against any employee or applicant for employment on account of political contributions or permitted political activities.

Section 1-2-8 - Use of Public Property

- A. No employee of the Town shall request, use or permit the use of Town-owned vehicles, clothing, equipment, materials, or other property for unauthorized personal convenience, for profit, for private use, or as part of secondary employment. Use of such Town property is to be restricted to such services as are available to the Town generally and for the conduct of official Town business. Employees of the Police Department are allowed use of Town vehicles in the performance of their duties, consistent with policies established by the Mayor or Supervising Trustee.
- B. Authorized personal uses include taking a Town vehicle to lunch when going to and from meetings on workdays as needed, use of a Town copy machine, stopping to run personal errands when in a Town vehicle when the destination point is in conjunction with official or authorized business, and other nominal personal uses as permitted by the Town Administrator or Chief of Police ~~Supervising Trustee or Mayor~~ on a case-by-case basis. Other such uses must be consistent with policies established by the Town Administrator or Chief of Police.

Section 1-2-9 - Investigation by Outside Agency

~~Complaints or allegations that may be criminal in nature may be referred to an appropriate outside agency for investigation.~~

**CHAPTER 2
EMPLOYMENT PROCESS**

**POLICY 2-1
HIRING PROCESS**

Vacancies may be filled by transfer, promotion, demotion, re-employment or from an employment list or other selection process established for filling that particular vacancy. ~~Normally, a current employee must have completed the initial evaluation period in order to be eligible for a vacancy. After each recruitment or promotion and subsequent appointment, the employment list established for that purpose may be destroyed.~~

**POLICY 2-2
JOB POSTING FOR CURRENT EMPLOYEES**

When job openings arise, qualified internal candidates will be given full consideration in filling those openings where possible.

Section 2-2-1 - Eligibility

To be eligible, an employee must be in good standing, meaning that the employee's overall work record is acceptable, ~~and normally have completed an initial evaluation period. The Mayor may approve a promotion or transfer for an employee who has not completed an initial evaluation period in his or her current position upon the recommendation of the Supervising Trustee.~~

Section 2-2-2 - Employee Responsibilities

Employees are responsible for monitoring job vacancy notices and submitting their application forms for jobs posted. They are also responsible for demonstrating that they are qualified for the open position(s).

Section 2-2-3 - Review of Qualifications

The ~~Town Administrator or Chief of Police Board of Trustees~~ or their designee will contact employees who apply to discuss the job opportunity and the employee's qualifications. If the employee is not selected, the hiring supervisor will generally explain why.

**POLICY 2-3
JOB ANNOUNCEMENT**

Section 2-3-1 - Full-Time Positions

- A. All positions shall be announced, created and publicized as directed by the Board of Trustees.

Section 2-3-2 - Part-Time Positions

Upon authorization by the Board of Trustees, the Town Administrator may make part-time appointments where positions require someone less than full time. Part-time employees may be eligible for some employee benefit programs offered by the Town.

Section 2-3-3 - Temporary Positions

The Town, Board of Trustees or their designee may authorize temporary appointments, provided budgeted funds are available.

**POLICY 2-4
APPLICATION**

Section 2-4-1 - Definition of Applicant

~~_____ An applicant is an individual who applies to the Town in person by completing an official Town employment application or delivering a resume. An applicant is also an individual who does not complete an official application but who is interviewed by the Mayor or his designee.~~

Section 2-4-2 - Application Forms

- ~~A. Application forms shall be accepted for positions that are open.~~
- ~~B. An applicant may apply for more than one position, provided that each position is open for applications.~~
- ~~C. Application forms normally require information regarding training, work experience, other pertinent personal and employment information and employment references. Each applicant, including senior management, must submit a completed application.~~
- ~~D. Each application must be signed by the person submitting the application and filed with the Town Administrator or the Police Chief or designee, as applicable. All applications, together with accompanying materials, become the property of the Town.~~
- ~~E. The employment process may require that applicants submit to a physical examination in compliance with the Americans with Disabilities Act and/or to fingerprint background investigations. The Police Chief shall implement appropriate physical and mental examinations for all Police Department employees.~~

Section 2-4-3 - Rejection of Application

~~_____ The Town may reject any application that indicates that the applicant does not possess the minimum qualifications required for the position, has made any misstatement of any material~~

fact or has practiced any deception or fraud in his/her application.

**POLICY 2-5
EXAMINATION**

— The Town may conduct job-related examinations to determine the candidate's knowledge, skills and abilities for the position. The examinations used may include but are not limited to oral, written, performance, physical/mental fitness and training/experience evaluations. In addition, evaluation of past work performance, work samples, personal interviews, and background investigations may be used in the selection process.

Section 2-5-1—Physical And Mental Fitness

- A. All applicants for Town employment shall be of sufficient mental and physical fitness to be able to perform the essential functions of the positions for which they have applied. The physical and mental fitness of individuals entering Town employment may be evaluated by physicians or employee assistance professionals approved by the Town.
- B. Reasonable accommodation for a qualified individual with a disability shall be provided unless provision of such an accommodation would impose an undue hardship upon the Town. The physical and mental qualifications of entering or current employees with disabilities may be evaluated by physicians approved by the Town.
- C. Police employees must meet the physical, mental, psychological and emotional requirements for their job classifications as defined by Police Department policy.

Section 2-5-2—Pre-Employment Drug Test

— Applicants selected for employment will normally submit to a pre-employment drug test for illegal drugs. Any potential hire who tests positive for illegal drug use will be ineligible for employment with the Town.

**POLICY 2-6
DISABILITY CONSIDERATION**

— Any person certified as a qualified individual with a disability as determined consistent with the Americans with Disability Act, shall be given due consideration and the presence of the disability shall not affect the person's application in a negative manner.

**POLICY 2-7
INTERVIEWING**

— Interviews may be conducted to gather information specific to the candidate's ability to meet job requirements. Interviewers will prepare an appropriate process that relates to the applicant's ability to meet educational, technical and other requirements of the position to be

filled. The focus of the interview will normally be on the applicant's work and pertinent non-work experience.

Section 2-7-1 Interview Process

- A. ~~The Supervising Trustee, Mayor, or their designee shall coordinate the interview process.~~
- B. ~~An interview will be conducted by the Mayor, Board of Trustees, or their designee, as determined by the Board of Trustees.~~
- C. ~~The Town Administrator or Police Chief shall be responsible for the development of interview questions and standards for measurement of candidate responses.~~
 - 1. ~~Consistency will be maintained in the questions asked of all candidates.~~
 - 2. ~~The questions must be job related.~~
 - 3. ~~Questions that pertain to race, religion, sex, marital status or other protected classes or other inquiries that directly or indirectly disclose such information are prohibited.~~
 - 4. ~~Inquiries about an applicant's ability to read, write or speak foreign languages are permitted when such inquiries are based on job requirements.~~
 - 5. ~~The Town Administrator will provide the interviewer with copies of the applications of final candidates prior to the interview, along with proposed interview questions and a schedule of interviews as directed by the Board of Trustees or their designee.~~

**POLICY 2-8
REFERENCE CHECK**

~~It is the policy of the Town to carefully investigate the backgrounds of all prospective applicants considered for employment to ensure that the relevant facts about an applicant's employment history and personal background have not been misstated, either on the employment application or resume or during the job interview. In the discretion of the Town, all prospective applicants shall be subject to a criminal background check which may include the necessity of the submission of a full set of fingerprints. In such case, fingerprints shall be submitted to the Colorado Department of Safety. The Police Chief shall implement appropriate background investigations for all Police Department candidates.~~

**POLICY 2-9
SELECTION**

~~The Board of Trustees shall make all decisions on employment selections.~~

Section 2-9-1 Notification

- A. The successful candidate shall normally be notified by the Mayor, a Supervising Trustee, or their designee.
- B. The notification shall be by mail and where possible by telephone within twenty-four (24) hours of the approval of the applicant's hiring approval. The candidate will be asked to accept or reject the offer within a set number of days.

Section 2-9-2 Appointment

- A. For all positions, an employment confirmation letter is forwarded to the final accepting candidate outlining the terms of employment, along with a copy of these personnel policies. The letter is prepared and mailed by the Town Administrator or Mayor.

**POLICY 2-10
EMPLOYEE ORIENTATION**

Section 2-10-1 Citizenship

— All newly hired employees must present evidence of United States citizenship or registration as a legal alien at the time of orientation in accordance with the Immigration Reform and Control Act of 1986. All law enforcement applicants must be United States citizens.

Section 2-10-2 Miscellaneous Hiring Matters

— The Town Administrator may provide additional information, including:

- A. Work standards and regulations;
- B. Hours of work, time cards, leave requests;
- C. Description and duties of the position;
- D. Safety rules and procedures, location of safety or protective equipment;
- E. Tour of the work area, including location of equipment, supplies, etc. and the procedures for use of the work area materials;
- F. Schedule for lunch and breaks;

Section 2-10-3 Date of Hire/Length of Service Anniversary

— Date of hire shall mean the effective starting date of the individual's employment with the

Town to determine length of service.

POLICY 2-11
INITIAL EVALUATION PERIOD

~~All new employees placed in full-time and part-time positions must serve a period of initial evaluation not to exceed six (6) months. The evaluation period is designed to give the employee time to learn the position and to give the Town time to evaluate the employee's potential and performance. The nature of the length and the quality of the initial evaluation shall be as determined by the Mayor or Supervising Trustee. During the initial evaluation period, a newly hired employee may be dismissed at any time by the Supervising Trustee with the approval of the Mayor, with or without cause.~~

**CHAPTER 3
COMPENSATION**

**POLICY 3-1
CHARACTER OF EMPLOYMENT**

~~———— All Town employees are given "at will" employment, which is defined as employment that may be terminated upon the will of the employer or employee, at any time, with or without cause. Employees have no employment contract, implied or explicit, and are not guaranteed any minimum length of employment. Employees are eligible for general salary increases and only as approved from time to time by the Board of Trustees.~~

**POLICY 3-12
CLASSIFICATION PLAN**

Section 3-2-1 - Employment Classifications

- A. **Work Schedule Classifications.** Positions within the Town are generally designed for full-time employees. In certain functions and during some seasons, work schedules and Town needs may require the services of other than full-time employees.
1. **Full-Time.** An employee hired ~~for an indefinite period in a position~~ for which the normal work schedule is thirty (30) ~~forty (40)~~ hours per week, except as specified in any applicable job description. Certain employees may be "on-call" for service in excess of their regularly scheduled work week, as may be determined by job description, department policies or as otherwise directed by the Mayor or Supervising Trustee.
 2. **Part-Time.** An employee hired ~~for an indefinite period~~ in a position for which the normal work schedule is less than thirty (30) ~~forty (40)~~ hours per week.
 3. **Occasional Part-Time.** An employee hired ~~for an indefinite period~~ in the position for which there is no minimum schedule work time but to be used from time-to-time as necessary, depending on Town needs. This position accrues no benefits.
 4. ~~————~~ **Regular.** An employee who is eligible for the Town's benefit package, subject to ~~terms, limitations and conditions of each program.~~
 5. **Temporary.** An employee hired for a position for which the scheduled work week can range from any number of hours up to forty (40) hours, but the position is required for only a specific, known duration, usually less than three (3) months. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees receive all legally-mandated benefits.

~~B. **Initial Evaluation.** An employee hired for an indefinite period in a position for which the normal work scheduled is twenty (20) to forty (40) hours per week may have his or her performance evaluated to determine if further.~~

~~C.B. Nonexempt employees are entitled to overtime pay at one and one-half times their regular pay for any hours in excess of 40 in a workweek, under the specific provisions of federal and state laws. A nonexempt employee devotes most of his or her hours to activities that are not managerial, administrative or professional.~~

~~D.C. Exempt employees are not eligible for overtime pay, excluded from specific provisions of federal and state overtime wage and hour laws and are generally not entitled to overtime pay. An exempt employee devotes most of his or her hours to activities that are managerial, administrative or professional.~~

POLICY 3-23 **SALARY PLAN**

It is the policy of the Town to establish a compensation system within its budgetary constraints that will allow the Town to retain qualified personnel and to ensure that salaries are equitable and commensurate with the duties performed by each employee. Employees are paid a salary or wage established for a job classification under the Salary Plan adopted by the Board of Trustees, from time to time. In arriving at pay rates or ranges, consideration is given but not limited to prevailing rates of pay for similar work in other public and private employment in towns of similar size, location and character, to the Town's financial condition and tax base and policies and to other relevant factors. Compensation may be stated in terms of annual or monthly salary or hourly wage.

Section 3-3-1 - New Employees

~~— New employees will ordinarily be paid the minimum rate to mid-point rate in the appropriate salary range, as determined by the Board of Trustees. When circumstances warrant, the Mayor may authorize new employment or re-employment at other than the minimum rate dependent upon the experience and qualifications of the individual being hired.~~

Section 3-3-2 - General Increases

~~— General salary increases, adjustments or modifications may be granted at the sole discretion of the Board of Trustees.~~

Section 3-2-13-3 - Salary Schedule

A. The salary schedule shall be adopted by the Board of Trustees in conjunction with the budgetary process. All salaries shall be subject to maximum rate, and salary increases shall be allowed above the maximum rate only for cost of living (COLA) increases.

B. Pay is an administrative decision and is not subject to appeal.

Section 3-2-2 3-4 - Anniversary Dates

Date of Hire/Length of Service Anniversary means the effective starting date of the individual's employment with the Town. This date is used to determine how long an employee has worked for the Town.

A. ~~Performance Evaluation Anniversary means the date the employee began his or her employment in the most recent position.~~

B. ~~A regular employee who is promoted, demoted or transferred will normally have his/her performance evaluation anniversary date changed to the effective date of the promotion, demotion or re-employment.~~

C. ~~A regular employee returning from a leave of absence without pay will have his or her performance evaluation anniversary date extended by the same length of time the employee was on leave without pay.~~

Section 3-2-3 3-5 - Pay Adjustments

Performance pay adjustments, if granted, shall be in the sole discretion of the Board of Trustees. No pay increase shall exceed the maximum rate established in the pay plan for the position to which an employee has been appointed, except for cost of living adjustments. If a performance evaluation reflects below average performance, action may be taken to demote, reassign or terminate employment for performance reasons. The grant, or lack of grant, of a pay adjustment is not subject to review or appeal through the Problem Resolution Policy, pursuant to Chapter 7 Section 5-6.

Section 3-3-6 - Plan Amendment

A. ~~The salary plan may be amended from time to time by action of the Board of Trustees. Amendments and revisions shall be submitted to the Board of Trustees through the Mayor's office.~~

B. ~~In the event that the salary of any position is re-evaluated and the Board of Trustees authorizes implementation, and results in an increased salary range for the position, the employee shall retain his/her current salary within the range or assume the entry level step of the new range, whichever is greater.~~

**POLICY 3-3 4
PERFORMANCE EVALUATION**

The purpose of the performance evaluation is to provide employees with timely reports of

their progress and allow for correction of deficiencies; to provide employees with positive recognition of strengths and special abilities; to provide an ongoing performance record that may become part of documentation used in making personnel decisions; to provide employees with an opportunity to discuss ways and means for improvement; and to provide a means to maintain and update position descriptions.

Section 3-34-1 - Timely Evaluation

~~A. Evaluations shall be conducted within sixty (60) days of the employee's performance evaluation anniversary date.~~

All regular full-time and regular part-time employees shall be evaluated at least once a year within sixty (60) days of the performance evaluation anniversary date. A summary of the evaluation shall be kept in writing.

Section 3-34-2 - Process

~~The Town Administrator or Chief of Police The Mayor, Supervising Trustee~~ or his designee is responsible for completing the performance evaluation and discussing it with the employee. Pay adjustments are not discussed with the employee at this time, nor are pay adjustments a part of this process.

~~B. The employee performance evaluation and employee comments, if any, shall be placed in the personnel file and will remain filed for the length of time required by law. All employees shall acknowledge the performance evaluation by signing the written summary.~~

Section 3-34-3 - Appeal of Evaluation

A. There shall be no appeals of the evaluation process.

**POLICY 3-45
PAY PERIODS AND PAY DATES**

Section 3-45-1 - Pay Periods

A pay week begins every Saturday at 12:01 AM and ends the following Friday at 12:00 midnight. There are twenty-six (26) pay periods in the year.

Section 3-5-2 - Time Sheets and Payroll Records

~~A. Time sheets are not customarily kept, but may be required by the Town.~~

~~B. Changes in rate, position and status shall be supported by a Personnel Action Form (PAF) approved by the Mayor or Supervising Trustee. The PAF shall be made a part of the~~

~~employment history record of the employee. No salary change shall be implemented unless accompanied by an approved PAF.~~

~~C. Payroll records shall be maintained by the Town for a minimum of six (6) years.~~

Section 3-4-25-3 - Pay Dates

Regular Town employees are paid biweekly. If a pay date falls on a holiday, the day of pay shall be the last working day preceding the normal pay date.

Section 3-4-35-4 - Pay Checks

~~A. Checks are direct deposited to each employee's designated bank account, by noon on the Friday following the close of the pay period.~~

B. ~~A.~~ An employee's pay check may be released to the employee's spouse, designated family member or to another person only if authorized in writing by the employee.

Section 3-4-45-5 - Pay Advances

Columbine Valley does not grant requests for pay in advance of regular pay checks.

**POLICY 3-56
OVERTIME/COMPENSATORY TIME**

The designated supervisor may authorize overtime beyond the normal work day or work week depending on Town needs. ~~This policy shall not contravene the provisions of the Federal Fair Labor Standards Act (FLSA) pertaining to the minimum rate of compensation for employment in excess of an established work period, excluding exempted positions.~~

Section 3-56-1 - Nonexempt Employees

A. Whenever any nonexempt employee is required to work overtime in excess of forty (40) hours per week, that person shall be compensated at the rate of:

1. ***Pay for Service*** - One and one-half (1-1/2) times the regular rate of pay at which such person is employed. Compensatory time off shall not be permitted.

B. "Hours worked" for purposes of calculation of overtime pay shall be defined as time on the job performing a responsible work assignment.

C. Time shall begin once the employee is at the work station or at the call origination for emergencies.

~~D. Vacation, sick leave, holiday and other leave shall not be considered time worked and~~

~~shall be deducted from "hours worked" during overtime calculation for each work week.~~

F.D. The Mayor or Supervising Trustee, must specifically authorize the rendering of overtime services. Employees shall obtain such authorization prior to working any overtime unless in the event of an emergency.

F.E. Employees who are required to work on a day observed by the Town as a holiday shall be compensated regular time plus holiday pay up to of eight (8) hours, ~~unless overtime compensation is involved.~~

G.F. The Town Administrator or Police Chief will ensure that all overtime is properly recorded.

Section 3-6-2 - Exempt Employees

~~The overtime provisions of this policy shall not apply to employees whose positions have been determined to be exempt from the provisions of the Fair Labor Standards Act. The Board of Trustees shall be responsible for these designations, and the Town Administrator shall maintain a list of exempt employees.~~

**POLICY 3-67
HOLIDAY PAY**

~~The Town currently offers paid holidays for a selected number of days. It is the policy of the Town to pay for a selected number of holidays. The Town Hall is generally closed on those days.~~

Section 3-67-1 Eligibility

A. Employees eligible for holiday pay are:

1. Regular full-time employees
2. Part-time employees

B. The Town will grant paid holidays to all eligible employees immediately upon assignment to an eligible classification.

C. An employee who is absent without authorized leave on the day immediately preceding or following a holiday shall lose holiday pay as well as pay for the day absent.

Section 3-67-2 - Work on Holiday

If an employee must work on a holiday, holiday pay is paid. Holiday pay equals whatever would be earned hourly plus one hour pay for each hour worked. However, holiday pay may not exceed eight (8) hours.

1. For example, pay would be eight (8) hours for the day worked and eight (8) additional hours for the holiday worked.
2. If, however, the employee works for ten (10) hours on such holiday, only eight (8) hours of holiday pay would be allowed.

Section 3-67-3 - Holiday During ~~Paid Time Off~~ ~~Vacation or Sick Leave~~

- A. If a recognized holiday falls during an eligible employee's paid absence (for example, ~~employee's paid time off vacation or sick leave~~), holiday leave will be in lieu of paid time off leave. ~~vacation or sick leave~~.
- B. Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

Section 3-67-4 - Holiday on Day Off

If a recognized holiday falls on a day the employee is not scheduled to work, is not otherwise required to work such day, and the employee has or will work forty (40) hours in that week, (or the employee's regularly scheduled work week in the case of a part-time employee), the employee shall choose an alternate day off no later than the end of the following two (2) pay periods. The alternate day off will require the approval of the Town Administrator or Chief of Police Supervisor. ~~Mayor or Supervising Trustee~~.

**POLICY 3-78
PAYROLL DEDUCTIONS**

Section 3-78-1 - Mandatory Deductions

Deductions required by law are withheld from the employee paycheck each pay period. These include federal income tax, state income tax, Social Security, Medicare (FICA), and Fire and Police Pension Association (FPPA) deductions, and any legal wage garnishment.

Section 3-78-2 - Voluntary Deductions

Other deductions require an employee's written authorization. Examples include but are not limited to dependent health insurance coverage and supplemental health insurance.

**POLICY 3-89
PROMOTION**

The Town attempts to fill vacant positions with qualified Town employees before advertising to the general public. A promotion is a change to a position in a salary range higher

than the one an employee currently occupies. Employees are encouraged to apply for any vacancy for which they may qualify.

Section 3-89-1 - Eligibility

- A. ~~Regular~~ Employees may apply for promotion. An exception to this policy may be granted with prior approval of the Mayor.
- B. Selection of an employee for a promotion is based on past work record and performance appraisal, education and special training undertaken, knowledge of the job duties, licensing relevant to the position, length of service or other pertinent evidence of increased service value of an employee to the Town.
- C. Only employees who meet the requirements set forth in promotion examination announcements may compete in promotion examinations.

**POLICY 3-10
DEMOTION**

~~An employee reassigned to a position in a lower classification regardless of the reason (disciplinary, voluntary, in lieu of layoff, for reasons of disability or incapacity, department reorganization, response to market data, etc.) will receive a reduction in pay commensurate with the nature of the demotion as determined by the Mayor or his designee in consultation with the Supervising Trustee.~~

**POLICY 3-10-11
EMERGENCY CLOSINGS**

Emergencies such as severe weather, fires, power failures or floods can disrupt Town operations and may require the closing of a work facility. Closing of a work facility is at the sole discretion of the Town ~~Administrator Mayor and any member of the Board of Trustees~~. In the event that such an emergency occurs during non-working hours, the Town Administrator will be responsible for notifying the affected employees.

Section 3-10-11-1 - Pay for Time Not Worked

When operations of the Town or any part of the Town are officially closed due to emergency conditions, the time off from scheduled work will be paid up to 3 days.

Section 3-10-11-2 - Pay for Work on Essential Operations

Employees in essential operations may be asked to work because of emergency conditions on a day when non-essential operations are officially closed. In these circumstances, employees who work will receive regular pay.

**CHAPTER 4
EMPLOYMENT BENEFITS**

**POLICY 4-1
BENEFITS CONTINUATION/COBRA**

—The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, amended by the Health Insurance Portability and Accountability Act (HIPAA) of 1996, gives covered employees and their qualified beneficiaries the opportunity to continue health insurance coverage under Columbine Valley's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Section 4-1-1 - Who Pays

—Under COBRA, the employee or beneficiary pays the full cost of coverage at the Town's group rates plus an administration fee as prescribed by federal law.

Section 4-1-2 - Written Notification of Eligibility

—Columbine Valley provides each eligible employee with a written notice describing rights and responsibilities under COBRA when the employee becomes eligible for coverage under the Town's health insurance plan; when the employee experiences a qualifying event; and at various federally required dates depending upon the employee's election of COBRA.

**POLICY 4-2
WORKER'S COMPENSATION**

—Worker's Compensation is a program of insurance mandated by the State of Colorado to protect workers, their families and dependents from loss due to a work-related or "industrial" accident or illness without assessing fault or blame for the accident or illness. The program provides for payment of medical bills, physical and vocational rehabilitation and financial compensation while the worker is disabled either temporarily or permanently and is unable to work while on industrial leave. It also provides for lump sum payments for particularly serious injuries such as the loss of a finger, eye, foot, etc., and assures death benefits and compensation to the worker's family or dependents in the event the injury is fatal. Industrial leave is defined as leave to obtain treatment and/or recuperation necessitated by an injury or condition sustained in the course and scope of employment with Columbine Valley as determined by an authorized health care provider.

Section 4-12-1 - Reporting Requirement

A. Any employee involved in an industrial injury or an occupational illness as defined by

Colorado Worker's Compensation laws must report the incident to his or her immediate supervisor or Town Administrator within twenty-four (24) hours or as soon thereafter as possible.

B. Hours lost due to the injury or illness shall be reported on the employee time sheet.

Section 4-2-2 - Payments

~~A. Worker's Compensation does not pay for the first seven (7) days off unless the total number of days off exceeds fourteen (14). If the claim is approved for payment, paid leave used for the injury or illness may be reinstated to the employee's leave balance record upon reimbursement to the Town of the amount paid.~~

~~B. Worker's Compensation pays a State-mandated percentage of the employee's daily wage.~~

Section 4-2-3 - Use of Paid Leave While on Industrial Leave

~~A. An employee receiving disability payments under the Worker's Compensation laws may use accumulated paid leave in order to continue to maintain regular income. Arrangements to maintain regular income may be made through the Town Administrator.~~

~~B. Sick leave or vacation leave may be used to supplement any payments that an employee is eligible to receive from State disability insurance, Worker's compensation or any disability program paid for by the Town. The combination of any such disability payments and Town-paid sick or vacation leave benefits shall not exceed the employee's normal weekly earning. The purpose of this policy is to ensure that an employee does not suffer an economic hardship as a result of a work-related injury or illness; however, the employee should not realize a financial gain as a result of injury or illness.~~

~~C. No employee shall receive sick leave or use vacation time as a result of a job injury, illness or disease incurred while employed by another employer.~~

**POLICY 4-23
MILITARY LEAVE**

A military leave of absence will be granted to any employee, except those occupying temporary positions, to attend scheduled drills or training or if called to active duty with the U.S. armed services. Military leave shall be granted in accordance with the provisions of applicable state and federal law and without loss of wages for the first 15 days.

Section 4-23-1 - No Break in Service

Active military service of an employee who is restored to employment with Columbine Valley is not a break in service and shall be counted as credited service.

**POLICY 4-34
BEREAVEMENT LEAVE**

Columbine Valley defines "immediate family" as the employee's spouse, parent, child, brother or sister, the employee's spouse's parent, child, brother or sister, the employee's child's spouse, grandparents or grandchildren. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships. If an employee wishes to take time off due to the death of an immediate family member, the employee should notify his or her supervisor immediately.

Section 4-34-1 - Approval

- A. Approval of bereavement leave for up to forty hours (40) three (3) days will occur in the absence of unusual operating requirements. ~~A Supervising Trustee or Mayor may extend the leave up to two (2) days if travel outside the State is required.~~
- B. Any employee may, with the supervisor's approval, use any available paid leave balances for additional time off as necessary.

Section 4-4-2 - Immediate Family Defined

~~Columbine Valley defines "immediate family" as the employee's spouse, parent, child, brother or sister, the employee's spouse's parent, child, brother or sister, the employee's child's spouse, grandparents or grandchildren. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.~~

**POLICY 4-45
MATERNITY/ADOPTION/PATERNITY (MAP) LEAVE**

Section 4-45-1 - Eligibility & Use

Maternity/Adoption/Paternity (MAP) leave may be granted to ~~regular full- and part-time~~ employees for no more than sixty (60) calendar days on the following basis:

- A. An employee ~~shall apply who applies~~ for MAP leave by submitting ~~must submit~~ the request in writing to the Human Resources ~~Town~~ Administrator indicating the purpose of the leave and how long it will last.
- B. ~~Vacation and sick leave will not be accumulated during MAP leave; however, the remainder of Town provided employee's benefits will continue without interruption during MAP leave.~~
- B. Employees will be paid for 80 hours of MAP leave. MAP leave must be taken or used within 30 days following birth or adoption.

C. Additional MAP leave shall be taken as a combination of paid time off and unpaid leave of absence.

D. Paid time off will not be accumulated during MAP leave; however, the remainder of Town provided employee benefits will continue without interruption during MAP leave.

Section 4-5-2 - Leave Use

A. ~~MAP leave shall be taken as a combination of accumulated vacation leave, accumulated sick leave, and unpaid leave of absence.~~

B. ~~E.~~ Employees are subject to administrative leave without pay upon exhaustion of all other forms of paid leave balances. Positions cannot be guaranteed for employees returning from MAP leave of longer than sixty (60) calendar days.

Section 4-4-2-5-3 - Reinstatement

Upon expiration of an approved leave ~~of no more than sixty (60) days,~~ the employee shall be reinstated to the same or similar position to that held prior to the beginning of the leave.

**POLICY 4-6
SICK LEAVE**

~~—————Columbine Valley provides sick leave with pay to eligible employees. Sick leave credit is cumulative with maximum accumulation as set forth in Section 4-7-3. Sick leave may be used after one month of employment and shall be deducted on a one-hour basis.~~

Section 4-6-1 - Eligibility

~~—————Employees in the following employment classifications are eligible for sick leave as described in this policy:~~

A. ~~Regular full-time employees~~

Section 4-6-2 - Rate of Accumulation

A. ~~Regular full-time employees and employees who are in an initial evaluation period shall accumulate sick leave at the rate set forth in Section 4-7-3.~~

B. ~~Part-time employees eligible for benefits will accumulate a prorated amount of sick leave according to the regular number of hours they are officially scheduled to work.~~

Section 4-6-3 - Allowable Uses

A. ~~Sick leave benefits are intended solely to provide income protection in the event of illness or injury. Sick leave shall be allowed for:~~

1. ~~Personal illness, disease or injury and travel time to and from a physician's office;~~
2. ~~Medical conditions or problems related to pregnancy that prevent the employee~~

from performing assigned tasks;

3. ~~Surgical, medical, dental or optical treatments, examinations or fittings that must be made during working hours; or~~

4. ~~Illness of immediate family member and related travel time to and from a physician's office, subject to the Supervising Trustee's or designee's discretion and the needs and operational requirements of the department.~~

~~B. The immediate family shall consist of the spouse, children, parents, grandparents, brothers, sisters or other individuals whose relationship to the employee is that of a dependent. A relative who, because of family circumstances, has been a parent substitute to the employee may be considered the mother or father in this definition.~~

Section 4-6-4 Notification to Supervisor

~~A. Employees who are unable to report to work due to illness or injury shall notify the Supervising Trustee or designee before the scheduled start of their workday or within two (2) hours after the time set for beginning their daily duties.~~

~~B. The Town Administrator must also be contacted on each additional day of absence.~~

~~C. Employees who are unable to report to work to perform assigned duties because of illness are expected to be at home or in transport to or from a physician's office. Employees who fail to comply with this stipulation are subject to disciplinary action.~~

Section 4-6-5 Physician's Verification

~~A. If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement may be requested verifying the disability and its beginning and expected ending dates.~~

~~B. Verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits and/or to authorize that the employee may safely return to work.~~

~~C. If the evidence of illness provided is determined by the Supervising Trustee or designee to be inadequate, the absence may be charged to another category of leave or considered leave without pay.~~

~~D. Physicians' verification statements are to be forwarded to the Town Hall.~~

Section 4-6-6 Additional Conditions of Eligibility

- ~~A. As an additional condition of eligibility for sick leave benefits, an employee on an extended absence must apply for any other available compensation and benefits, such as Worker's Compensation or disability insurance coverage using approved forms.~~
- ~~B. Sick leave benefits may be used to supplement any payments that an employee is eligible to receive from State disability insurance, Worker's Compensation or any disability insurance programs paid for by the Town.~~
- ~~C. The combination of any such disability payments and Town paid sick leave benefits shall not exceed the employee's normal weekly earnings.~~

Section 4-6-7 - No Sick Leave Available

~~— An employee who has a non-work related illness or injury and has exhausted accumulated sick leave may apply for administrative leave without pay.~~

Section 4-6-8 - Termination of Employment

- ~~A. Employees are not compensated for unused accumulated sick leave.~~
- ~~B. Accumulated sick leave will be reinstated for an employee who is laid off if the employee accepts re-employment with the Town within two years of the date of layoff.~~
- ~~C. A. Accumulated sick leave will be reinstated for an employee who resigned in good faith if the employee is re-employed with the Town within one year of the date of resignation.~~

4-7
PAID TIME OFF

Paid Time Off (PTO) is an all purpose time off plan for full-time employees to use for vacation, illness or injury, and personal business. It combines traditional vacation and sick leave plans into one flexible, paid time off program.

Section 4-7-1 - Eligibility

- A. Employees in the following employment classifications are eligible for PTO as described in the policy:
 - a. Full time employees
- B. PTO days should be planned and scheduled in advance whenever possible. To schedule planned PTO, employees should request advance approval from the Town Administrator or Chief of Police or their designee. Requests are reviewed on a number of factors, including business needs and staffing requirements.

C. Employees who have an unexpected need to be absent from work should notify the Town Administrator or Chief of Police, or their designee, before the scheduled start of their workday whenever possible. The Town Administrator and Chief of Police, or their designee, must also be contacted on each additional day or unexpected absence.

D. PTO is paid at the employee's base pay rate at the time of absence. It does not include overtime pay.

Section 4-7-2 – Benefit Year

A. The length of eligible service is calculated on the basis of a "benefit year". This is the 12 month period that begins when an employee begins employment. The benefit year for all eligible employees begins on the employee's effective date of hire.

B. An employee's benefit year may be extended for any significant leave of absence except military leave of absence.

C. Military leave has no effect on this calculation; that is, military leave taken shall be counted as credited service for purposes of paid time off accumulation.

D. Once employees enter an eligible employment classification, they begin to earn paid time off according to the schedule.

Section 4-7-3 – Hourly Rate of Accumulation

<u>A. Service Years</u>	<u>Annual Option</u>	<u>Accumulation Hours</u>
<u>0 to 5 years</u>	<u>150 paid time off hours</u> <u>Maximum 208 hours</u>	<u>5.77 per pay period</u>
<u>6 to 14 years</u>	<u>190 paid time off hours</u> <u>Maximum 248 hours</u>	<u>7.31 per pay period</u>
<u>15+ years</u>	<u>230 paid time off hours</u> <u>Maximum 288 hours</u>	<u>8.85 per pay period</u>

B. Full time employees will not earn full paid time off hours while he or she is on unpaid leave status.

C. In the event PTO is not used, an employee will only earn PTO in an amount equal to the difference between their unused PTO and their annual PTO benefit (maximum hours). Upon termination of employment, employees will be paid for unused PTO that has been earned through the last day of work.

POLICY 4-87
PTO POLICY VACATION LEAVE

~~PTO Vacation~~ leave with pay after one (1) year of employment is available to eligible employees to provide opportunities for rest, relaxation and personal pursuits. ~~PTO Vacation~~ must be scheduled in a manner not to disrupt Town operations and all employees shall coordinate ~~PTO vacation~~ time to minimize inconvenience and disruption to the Town and its other employees.

~~Section 4-7-1- Eligibility~~

~~Employees in the following employment classifications are eligible to earn vacation leave as described in this policy:~~

- ~~A. Regular full-time employees~~

~~Section 4-7-2- Benefit Year~~

- ~~A. The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when an employee starts to earn vacation leave. The benefit year for all eligible employees begins on the employee's effective date of hire.~~
- ~~B. An employee's benefit year may be extended for any significant leave of absence except military leave of absence.~~
- ~~C. Military leave has no effect on this calculation; that is, military leave taken shall be counted as credited service for purposes of vacation time accumulation.~~
- ~~D. Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule.~~
- ~~E. After completion of the probationary period, (six months) of service, employees can request use of vacation leave after it is earned.~~

~~Section 4-7-3- Hourly Rate of Accumulation (Including Sick Leave and Holidays)~~

A. Service Years		Annual	Maximum
		Option	Accumulation
0 to 5 years	256 hours	80 vacation hours	0
		80 holiday hours	0
		96 sick leave hours	320 hours (sick leave only)
6 to 14 years	296 hours	120 vacation hours	0
		80 holiday hours	0

	96 sick leave hours	400 hours (sick leave only)
15+ years	336 hours	160 vacation hours 0
	80 holiday hours	0
	96 sick leave hours	400 hours (sick leave only)

~~Vacation leave may not be accumulated. Vacation leave is earned on the employee's anniversary date and must be taken prior to the end of the calendar year following such date. For example, an employee hired on March 15, 2003 will earn 80 vacation hours on March 15, 2004.~~

~~Vacation hours must be taken prior to December 31, of the year following the anniversary date, or they will be forfeited, unless, in the sole and absolute discretion of the Board of Trustees, an unforeseen hardship or circumstance exists or existed which prevented the employee from taking the earned vacation hours.~~

~~Part-time employees eligible for benefits will accumulate a prorated amount of vacation time according to the number of hours per week they are officially scheduled to work.~~

~~Employees shall earn and accumulate sick leave on a monthly basis. Such sick leave shall be available when earned. For example, an employee hired on March 15, 2003 will earn eight (8) hours of sick leave on April 15, 2003 and may use such eight (8) hours at any time after April 15, 2003.~~

~~For all employees, employed by the Town as of February 18, 2014, any accumulation of sick time in excess of 400 hours must be converted to vacation time at the rate of two sick leave hours to one vacation hour on an annual basis or the overage will be lost. The conversion must be made in the month of January. Once the sick leave has been converted to vacation, it may not be converted back to sick leave. (Total possible conversion is 96 sick leave hours divided by 2 = 48 vacation hours). The foregoing right to accumulate sick time in excess of 400 hours and convert to vacation time will not be available to employees hired on or after February 19, 2014.~~

Section 4-7-4 Request for Leave

- ~~A. Paid vacation time can be used in minimum increments of four (4) hours. Employees are encouraged to use eighty (80) consecutive hours of paid vacation time for rest, relaxation and personal pursuits.~~
- ~~B. To take vacation, employees should request advance approval from the appropriate supervisor. Requests will be reviewed based on a number of factors, including Town needs and staffing requirements.~~

Section 4-7-5 Termination of Employment

~~Upon termination, employees will be paid for unused vacation time that has been earned through the last day of work at their prevailing salary rate unless the termination is the result of~~

gross misconduct, as determined by the Mayor, or theft.

**POLICY 4-98
CIVIC DUTY**

Columbine Valley encourages employees to fulfill their civic responsibilities as citizens. The periods of absence will be with pay and related benefits while serving on a jury, responding to a subpoena to appear as a witness or voting, according to the provisions below.

Section 4-98-1 - Jury Duty

~~A. Columbine Valley encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees in an eligible classification may request up to five (5) days of paid jury duty leave over any one year period. Additional paid jury duty leave shall be evaluated on a case by case basis, with further allowances as approved by the Town in its sole discretion. Employee classifications that qualify for paid jury duty leave are:~~

~~1. Regular full-time employees~~

~~2. Regular part-time employees~~

A. The Town recognizes jury duty as a civic responsibility of everyone. When summoned for jury duty, an employee will be granted leave to perform his or her duty as a juror. If the employee is excused from jury duty during his or her regular work hours, he or she is expected to report to work promptly.

B. Employees receive regular pay for the first three days of jury duty if they were scheduled to work and they provide confirmation of juror service.

C. Beginning the fourth day and thereafter, employees, as jurors, are paid \$50.00 per day by the State of Colorado for state, district or county court jury duty. For jury duty in excess of three days, employees receive the difference between jury duty pay and their regular pay up to a maximum of eighty (80) hours.

D. Additional paid jury duty leave shall be evaluated on a case by case basis, with further allowances as approved by the Town in its sole discretion. Employee classifications that qualify for paid jury duty leave are:

1. Full time employees

2. Part time employees

E. Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence.

E.F. _____ Mileage, per diem amounts and jury fees may be kept by the employee.

E.G. _____ If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid leave balances (for example, PTO vacation benefits) or may request an unpaid jury duty administrative leave of absence.

E.H. _____ Employees must show the jury duty summons to the Town Administrator or Chief of Police as soon as possible so that the Town Administrator or Chief of Police may make arrangements to accommodate their absence.

E.I. _____ Employees are expected to report for work whenever the court schedule permits.

E.J. _____ Either ~~the Town Columbine Valley~~ or the employee may request an excuse or postponement from jury duty if, in the Town's judgment, the employee's absence would create serious operational difficulties.

E.K. _____ The Town will continue to provide health insurance benefits until paid leave is expended. At that time, the employee will become responsible for the full costs of these benefits if continued coverage is desired. When the employee returns from jury duty, benefits will again be provided by the Town according to the applicable plans.

E.L. _____ Benefit accumulation, such as PTO vacation, sick leave, or holiday benefits, will be suspended during unpaid jury duty leave and will resume upon return to active employment.

Section 4-98-2 - Witness Duty

Columbine Valley encourages employees to appear in court for witness duty when subpoenaed to do so.

A. If employees have been subpoenaed or otherwise requested to testify as witnesses, they will be granted a maximum of forty (40) hours of paid time off per instance to appear in court. Additional paid time off shall be evaluated on a case by case basis, with further allowances as approved by the Town in its sole discretion.

B. Employees will be paid at their base rate or time and a half if they have worked more than forty (40) hours that week and are free to use any remaining paid leave benefits (e.g., PTO vacation leave) to receive compensation for any period of witness duty absence that would otherwise be unpaid.

C. The subpoena should be shown to the Town Administrator or Chief of Police immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence.

D. The employee is expected to report for work whenever the court schedule permits.

E. Time spent in court on personal matters will not be paid.

Section 4-98-3 - Voting

Every employee is encouraged to exercise the right to vote in all public elections. Any employee eligible and registered to vote in any public election held within this state may request time off for voting.

- A. The employee may be absent for three (3) hours with pay on the day of the election for the purpose of voting.
- B. The Mayor, Board of Trustees, or their designee may specify the hours during which the employee may be absent for the purpose of voting.

**POLICY 4-109
HOLIDAYS**

The Town will grant paid time off to eligible employees on the holidays listed below approved by the Board of Trustees, unless the employee is required by a department to work in order to maintain essential Town services. In the event an employee is required or scheduled to work on an approved holiday, that employee will be paid up to eight (8) hours for the holiday at their regular pay rate, in addition to their normal pay during that payroll period.

Section 4-109-1 - Eligibility

All full-time ~~and part-time~~ employees ~~and employees who are in their initial evaluation period~~ are eligible to take holidays from the date of hire.

Section 4-109-2 - Approved Holidays

- A. A schedule of holidays to be observed during the calendar year will be approved by Board of Trustees. On these approved holidays, non-essential Town departments will be officially closed.
- B. A schedule of holidays to be observed during the calendar year will be published by the Mayor in December of the preceding year.
- C. The approved holidays are:
 - 1. New Year's Day (January 1)
 - 2. Martin Luther King Day (third Monday in January)
 - 3. President's Day (third Monday in February)
 - 4. Memorial Day (last Monday in May)
 - 5. Independence Day (July 4)

6. Labor Day (first Monday in September)
7. Thanksgiving Day (fourth Thursday in November)
8. Christmas Day (December 25)

If a holiday falls on a Saturday, the holiday will be observed on the preceding Friday; when it falls on a Sunday, the holiday will be observed on the following Monday. When a holiday falls during an employee's scheduled vacation, the day will not be charged as a vacation day. If an employee is on sick leave on a holiday, the employee will not be charged that day as a sick day.

Section 4-9-3 - Optional Holidays

~~—The Town will grant two (2) additional days to be taken annually following completion of the first year of service. These two (2) days may not be accumulated and must be taken within twelve (12) months of their being earned. Approved days are the employee's birthday, the day after Thanksgiving, the day after or before Christmas, the day after or before New Year's Day, Columbus Day and Veterans Day. Employees must notify the Supervising Trustee two (2) weeks in advance of their selection of such optional days.—~~

POLICY 4-1110 GROUP BENEFITS

~~The Town Columbine Valley~~ currently provides group benefits coverage, which may change from time to time for eligible employees. The Town also contributes towards all legally mandated programs such as Social Security, Worker's Compensation, Unemployment Insurance, FPPA, etc. ~~Human Resources The Town Administrator~~ is responsible for implementation and administration of all group insurance plans.

Section 4-1110-1 - Eligibility

- A. Full time Regular employees of the Town are generally eligible for coverage under all of the Town's benefit programs, depending upon the restrictions and limitations of a particular benefit plan.
- B. Where applicable, the employee may elect to cover dependents under these programs in accordance with current contract requirements and rate schedules. Normal eligibility rules must be met.
- C. Other employment classifications are not eligible for benefit coverage except as specifically provided for in a particular benefit plan.

Section 4-1110-2 - Group Insurance Coverage

The Town will contribute one hundred percent (100%) of the cost of providing group insurance coverage for full time eligible employees (i.e., whose normal work week is at least

~~thirty (30) twenty (20)~~ hours per week, and who participate in the group insurance programs offered by the Town), and fifty percent (50%) of such cost for spouses and dependents), depending upon the restrictions and limitations of the particular benefit plan.

Section 4-~~1110~~-3 - Voluntary Benefits

Voluntary benefits such as benefits for dependents, supplemental health benefits and additional employee-related benefits may be offered by the Town from time to time. Voluntary benefits are offered at the discretion of the Board of Trustees. Voluntary benefits are fully paid by the employee.

Section 4-~~1110~~-4 - Cafeteria Plan

The Town of Columbine Valley has established a cafeteria plan for ~~full-time employees~~ and those ~~part-time~~ employees whose number of work week hours is at least ~~thirty (30) twenty (20)~~ hours per week. ~~Such cafeteria plan may include the following benefits:~~

~~Life insurance
Dependent medical
Dental
Short term disability insurance
Day care
Vision plan~~

All benefits are subject to the terms and conditions of the plan as adopted, modified and revised by the Town from time to time. All eligible employees should refer to the Town Administrator for the current cafeteria plan in effect.

Section 4-~~1110~~-5 - Retirement Plan

Eligible employees are subject to retirement plans offered through the FPPA or Colorado County Officials and Employees Retirement Association ("CCOERA") offered for all personnel. Employees' rights are vested in accordance with such retirement plans in which they are enrolled.

Section 4-~~1110~~-6 - Section 457 Deferred Compensation Plan

The Town of Columbine Valley has established a Section 457 deferred compensation plan offered through FPPA. Contributions may be made on a pre-tax basis by all employees, subject to certain limitations contained within the plan documents.

POLICY 4-1211
EMPLOYEE EXPENSE REIMBURSEMENT

Certain Town employees may be authorized to use the Town credit card. Any usage of the card must be made only for purchases and other acquisitions for use and consumption by the Town, and no use of a Town credit card may be for personal or non-Town related matters. For any expenditures by an employee made on behalf of the Town, such employee may submit a written request for reimbursement for any out-of-pocket costs, along with proper substantiation for such expenses.

**CHAPTER 5
WORK RULES**

**POLICY 5-1
HOURS OF WORK**

An employee is expected to work the days and hours necessary to perform all assigned responsibilities and tasks in order to provide continuity in access by and service to the citizenry and facilitation of teamwork and supervisory assistance. Attendance shall be a consideration in personnel matters.

Section 5-1-1 - Normal Work Week and Work Hours

- A. The basic work week is generally forty (40) hours of work. This begins for most employees at 12:01 AM Saturday and ends at 12:00 midnight on Friday.
- B. The normal work schedule for all employees is eight (8) hours a day, five (5) days a week, with one unpaid lunch period each day, not to exceed one (1) hour.
- C. Modifications to the work week and work schedule may be made to provide essential Town services, subject to any federal or State statutory or constitutional limitations relating to hours of work.
- C.D. Non-exempt employees will be paid time and one-half their regular hourly rate for all work in excess of forty (40) hours per workweek. Non-work hours such as PTO, jury duty and funeral leave are exempt from the hours calculated for overtime.

Section 5-1-2 - Absences and Tardiness

- A. Advance notice of absence is expected; notice of unavoidable absences is expected within one-half hour of the beginning of duty or as soon as possible if the employee is physically unable to notify his or her supervisor.
- B. Advance notice of anticipated tardiness is expected; notice of unavoidable tardiness is expected as soon as possible. Tardiness must be made up during the pay period in which it occurs.
- C. Notification of an absence or tardiness by another employee, friend or relative is not considered proper except in an emergency situation where the employee is physically unable to make the notification.
- D. Poor attendance and frequent tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

Section 5-1-3 - Meal Breaks and Rest Breaks

- A. Full time Town employees who work a regular eight (8) hour workday will receive a maximum of one hour unpaid meal break with the exception of Police Officers on duty. Lunch break cannot be taken at the beginning or end of the day, nor can it be applied to any type of leave time.
- B. Paid rest breaks, if any, are at the discretion of the Town Administrator or Chief of Police Supervising Trustee. They may not be taken at the beginning or ending of a work shift, immediately before or after lunch, applied towards an alternative work schedule or be used as leave time. Work demands may preclude the granting of a rest break.

**POLICY 5-2
PERSONNEL FILES**

The Town maintains a personnel file on each employee. The personnel file contains documentation regarding all aspects of the employee's tenure with the Town, such as performance appraisals, beneficiary designation forms, disciplinary action notices and employment history. Employees may review their personnel files at reasonable intervals during normal business hours in the presence of Human Resources with the approval of the Town Attorney, the Town, Mayor or a designated Trustee.

Section 5-2-1 - Access to Official Personnel File

~~Access to information in an employee's personnel file is limited to the extent permitted by federal and state law. During the normal course of employment, the following individuals are authorized to review an employee's personnel file: The Mayor, Board of Trustees, Town Attorney (or his/her designee) or a state or federal law enforcement employee conducting an official investigation.~~

Section 5-2-12 - Maintenance of Personnel Files

- A. Human Resources~~The Mayor or Supervising Trustee~~ is responsible for maintaining personnel files and must approve materials for inclusion in a file.
- B. An employee may submit a written statement for inclusion in his/her personnel file if he or she believes that any of the included materials requires correction and/or clarification.
- C. Items not included in the official personnel file may not be used for either promotional or disciplinary proceedings, unless the employee falsified a time sheet or other information.

Section 5-2-3 - Records Retention

- A. ~~An employee's personnel file will be retained during the tenure of the employee and for a~~

minimum of 3 years after an employee's employment with the Town has terminated, unless a longer period is required by law. During this retention period, nothing will be removed from the personnel file.

~~B. Name, position and the date of termination will be retained indefinitely.~~

Section 5-2-4 - Records Release

~~A. The Town treats as confidential all employee information except when requested to verify information relating to job title, base salary and dates of employment.~~

~~B. Other information contained in the personnel file will be released with express written permission of the employee or to the extent allowed by law.~~

**POLICY 5-3
PERSONAL APPEARANCE**

Dress, grooming and personal cleanliness standards contribute to the morale of all employees and affect the organizational image the Town of Columbine Valley presents to the general public. During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions.

Section 5-3-1 - Uniforms

- A. Employees who are required to wear a uniform of any type in the performance of their duties will be provided such uniforms by the Town.
- B. Uniforms that are provided by the Town become the property of the employee.
- C. Laundering, cleaning and general upkeep of uniforms is the responsibility of each employee.
- D. Employees should be aware that the furnishing of uniforms and maintenance or replacement allowance, if any, may, under certain circumstances, be considered a taxable benefit.

**POLICY 5-4
ELECTRONIC MAIL, COMPUTER AND ON-LINE SERVICES USAGE**

Section 5-4-1 - Communications Conditions of Employment

As a condition of employment and continued employment, employees agree as follows:

- A. All electronic storage and communication systems (including without limitation facsimiles, copiers, computers, software and telephones) and all information transmitted

by, received from or stored in these systems are the property of the Town;

- B. These systems are to be used solely for job-related purposes and not for personal purposes, unless expressly authorized in advance by the employee's supervisor;
- C. Employees have no expectation of privacy in connection with the use of this equipment or with the transmission, receipt or storage of information in the equipment;
- D. The Town may monitor an employee's use of this equipment at any time at its discretion, which may include printing and reading all e-mail entering, leaving or stored in these systems as well as listening to any voice mail messages;
- E. No employee will use a pass code or voice mail access code that is unknown to the Town or that is not expressly authorized; and
- F. All Town employees must obtain approval for, and have virus-scanned, all outside files prior to loading such files in the Town's computer system from the Town Administrator or Chief of Police as applicable.

Section 5-4-2 - Software Copyright

The Town purchases and licenses various computer software for business purposes and does not own the copyright to this software or its related documentation. Employees may not reproduce such software or use it on more than one computer unless authorized to do so by the software license agreement.

Section 5-4-3 - Prohibited Use

Improper use of the Town's electronic storage and communications equipment is strictly prohibited. This includes, without limitation, transmission or reception of any material in violation of federal, state or local law or regulation (including copyrighted material, threatening or obscene material or material that is trade secret or confidential); using the Town's equipment or resources for commercial activities, religious or political causes, outside organizations or other non-employment related matters; and transmitting offensive jokes, sexually explicit messages, chain letters or material that is otherwise disruptive to the orderly operation of the Town. Any violation of this policy is prohibited.

Section 5-4-4 - Passwords

Employees should remember that log-on and other passwords should not be shared with anyone else, unless such information is requested by an authorized town official. Failure to cooperate with an authorized Town official in any investigation involving the Town's electronic communications systems is a violation of the policy and may result in discipline, up to and including termination of employment.

Section 5-4-5 -- Social Media Consequences of Prohibited Use

Any violation of this policy may result in disciplinary action, up to and including termination of employment.

Whenever social media is used, the Town requests employees to be respectful of the Town, co-workers and others. Personal use of social media is not permitted during working hours by means of the Town's computers, Town issued mobile devices, networks and other IT resources and communication systems. Use of personal mobile devices during work hours should be kept to a minimum. The Town has guidelines for the use of social media for employees who use social networking sites that may contain postings related to the Town, employees of the Town and any other affiliates of the Town.

Nothing in this guideline is meant to interfere with employees' right under federal law to engage in protected and concerted activity, including the employee's ability to discuss terms and conditions of their employment.

- A. Public communications concerning the Town, employees of the Town and any other affiliates of the Town must not violate any guidelines set forth in this manual, especially as it relates to discrimination, unlawful harassment, and legal activities
- B. An employee's personal or anyone else's social networking site is not the place to make a complaint regarding alleged discrimination, unlawful harassment, or safety issues. Complaints to the Town regarding these issues shall be made to the Town Administrator or Chief of Police.
- C. All forms of social media communications are individual interactions, not Town communications. All postings on social networking site on behalf of the Town must be preapproved and sent by authorized employees.
- D. If any employee posts any comment that promotes or endorses Town services in any way, the law requires the employee to disclose they are employed by the Town.
- E. When using social media, use good judgment and be respectful of others. Avoid using statements, photographs, video or audio that could reasonably be viewed as malicious, obscene, threatening or intimidating, that disparages others or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm one's reputation or posts that could contribute to a hostile work environment.

**POLICY 5-5
TRAVEL AND EXPENSES**

~~On the occasion employees have cause to travel.....~~

Section 5-5-1 – General Guidelines

Employees should use a Town credit card for all business expenses whenever possible. If a Town credit card is not used for a business expense, then a Travel and Expense Report, with vendor receipts, must be used and submitted to the designated supervisor within thirty (30) days. ~~The Town Administrator or Chief of Police Mayor or Supervising Trustee~~ has the authority to grant specific exemptions to this policy in the best interest of the Town.

Violation of these requirements will ~~not be tolerated, result in employee discipline and may include termination of employment.~~ Any outstanding travel advances and/or expenses owed and not reimbursed within thirty days from the date of purchase will be withheld from the employee's next paycheck.

Section 5-5-2~~1~~ – Vehicle Travel

A Town vehicle should be used whenever possible for business travel. If an employee uses a personal vehicle for business travel, he or she will be reimbursed according to the IRS standard mileage rate. Reimbursement is allowed to the extent that mileage exceeds an employee's typical commute mileage to work.

Section 5-5-3~~1~~ – Rental Cars

Rental Car expenses must be related to an employee's attendance at a business related conference, meeting or training event. Gasoline for rental cars is also reimbursable. Employees are encouraged to use the Town credit card to reserve rental cars and purchase gasoline. For reimbursement of public transportation, taxi or parking, a vendor's receipt is required.

Section 5-5-4~~1~~ – Ticketed Travel

When airline, bus or rail travel is required, the least expensive ticket for the specific traveler's needs is to be purchased. Reimbursement is not to exceed actual cost for air, bus or rail, whichever is the most appropriate means of travel. The employee will be reimbursed based on the rate for the most economical mode of transportation. If an employee chooses an alternative mode of transportation, the employee will only be reimbursed up to the amount of the least expensive mode of transportation.

Section 5-5-5~~1~~ – Business Meals

Reimbursement is only eligible for meals where Town business is conducted, and only after such expenditures are approved by the employee's designated supervisor. For

reimbursement, an employee must submit an itemized vendor's receipt, a statement of purpose for the business meal and a list of attendees for the business meal. If gratuity is not included, the tip must not exceed 20% of the meal cost, including tax. No alcohol may be purchased.

Section 5-5-61 – Travel Meals

When on travel status, the per diem rates apply for meals according to the IRS standard rate. This rate is based on the high and low level method. ~~If the destination is not listed as a high level rate, according to the IRS Publication 1542 Table 2 then the low level rate will apply.~~

Additionally, the rate will be adjusted for partial day travel, representing the meal(s) covered during the travel period plus the incidental expense allotment. Meals provided by the Town, including conference registration fees or other parties related to conference/program will not be reimbursed and will reduce the per diem by that meal amount. No receipts are required when per diem rates apply.

Section 5-5-71 – Local Travel Meals

When an employee participates in a qualifying function which requires an employee to attend during normal work shift, then the employee may be reimbursed up to ~~\$1512~~ for the meal and gratuity.

Section 5-5-81 – Lodging

When a destination for Town business is in excess of 75 miles, lodging accommodations are permitted. Reasonable hotel accommodations for employees are acceptable and will be reimbursed at a maximum of the single room rate. A vendor's receipt is required.

Section 5-5-91 – Conference Registration and Training Expenses

Required conference registration and training expenses may be handled in one of four ways:

- A. Where time allows, the Town pays directly to the conference sponsor prior to the event.
- B. The Town will be billed directly for the registration fee.
- C. Payment on a Town credit card.
- D. It is intended that all conference registration and training expenses be paid initially by the Town. However, if an employee personally pays these expenses, they will be reimbursed as part of the Monthly Travel and Expense Report Form. A copy of the registration form and receipt must be submitted for reimbursement.

Section 5-5-101 – Incidental Expenses

Incidental expenses include, but are not limited to:

1. Laundry expenses if away from home for four (4) or more calendar days.
2. Business telephone and postage expenses.
3. ~~Two personal telephone calls home per day, if away from home for more than a 24-hour duration.~~
4. Purchases necessary for Town business.

Section 5-5-111 – Non-Allowable Incidental Expenses

1. Liquor, entertainment or tobacco.
2. Spouses of staff attending a business event.
3. Additional travel insurance.
4. Expenses of a personal nature.

Meals provided by the Town, including conference registration fees or other parties related to conference/program will not be reimbursed and will reduce the per diem by that meal amount.

**POLICY 5-6
DISCIPLINE SYSTEM**

Disciplinary matters shall be administered by the Board of Trustees or its designee. Effective discipline is a positive process when its purpose is to train or develop by instruction. Whenever appropriate, training is encouraged as a means of improving employee productivity and effectiveness through positive and constructive methods. However, improper employee conduct shall be considered good cause for disciplinary action.

Section 5-6-1 - Discipline Process

In general, the concept of progressive discipline means that a series of increasingly severe disciplinary actions will be administered to correct employee behavior or performance.

This shall only be an administrative guideline. Not all discipline will begin with counseling or reprimands.

The totality of the circumstances will dictate the appropriate level of discipline for each incident.

Review of the particular facts and circumstances, such as the severity of the offense or an employee's disciplinary history, regardless of whether for the same offense, may indicate that more severe disciplinary measures, up to and including immediate termination, are appropriate.

Whether or not the procedures are followed, all employees are subject to discharge when, in the sole opinion of the Board of Trustees, an employee's job performance or conduct threatens the well-being or proper administration of the Town, its employees or its citizens.

Section 5-6-2 - Definitions

Disciplinary Interview: A meeting among two (2) members of the Board of Trustees and the employee to discuss the consequences if the problem is not corrected and why a written reprimand or other discipline is justified.

Employee: Includes all Town employees of any status or classification except elected officials.

Initial Evaluation Employee: New employee whose continued regular employment depends upon the successful completion of an initial evaluation period. An employee may be terminated at any time with or without cause during the initial evaluation period.

Notice of Disciplinary Action: Written or oral notice given to the employee describing the recommended disciplinary action and date on which it is to take place.

Progressive Discipline: A series of increasingly severe disciplinary actions, ranging from oral counseling to discharge.

Termination: Used interchangeably with the word "discharge," meaning dismissal from

employment.

Section 5-6-3 - Grounds For Disciplinary Action

Discharge may occur as the result of a single serious infraction that warrants immediate dismissal, including but not limited to:

Dishonesty, including intentionally giving false information, intentionally falsifying records or making false statements when applying for employment, lying to supervisors in connection with the employee's job; falsifying time sheets for payroll.

Discrimination or failure to abide by Equal Employment Opportunity regulations, including sexual or other harassment of a protected class.

Reporting to work under the influence of intoxicants or nonprescription/illegal drugs or using such substances while on Town property.

Theft or removal of Town money, merchandise or property, including property in custody of the Town, without permission.

Possession of firearms, other weapons or explosives not authorized by the Town in Town facilities or while on Town business.

Conviction of a felony or misdemeanor.

Other reasons deemed valid by the Town.

Other grounds for disciplinary actions, up to and including discharge, include but are not necessarily limited to the following:

Being absent from work without permission or failure to report to the Mayor, Supervising Trustee or designee when one is absent;

Being habitually absent or tardy for any reason;

Failure to follow the orders of one's supervisor(s);

Inability or unwillingness to perform the assigned job; failure to perform assigned work in an efficient or effective manner;

Participation in prohibited political activities;

Acceptance of fees, gifts or other valuable items in the performance of the employee's official duties for the Town;

Any action, on or off the job, bringing discredit to the Town;

Violations of any of the Town policies, Town ordinances, State or federal law;

Violating safety rules and regulations; being wasteful of material, property or working time;
failure to observe property security or safety procedures;

Two reprimands or other disciplinary actions in 24 consecutive months;

Inability to get along with fellow employees so that the work being done is hindered and not up to required levels; speaking critically or making derogatory or false accusations so as to discredit other employees or supervisors;

The use of profanity or abusive language towards a fellow employee or member of the general public while performing official duties as a Town employee;

Abuse of sick leave privileges by reporting sick when not sick or obtaining sick leave pay falsely or under false pretenses;

Divulging or misusing confidential information, including removal from Town premises without proper authorization any employee lists, records, designs, drawings or confidential information of any type;

Improper use of the Town's electronic storage and communications equipment, including without limitation the transmission or reception of any material in violation of federal, state or local law or regulation or use for non-employment related matters;

Such other act, error or omission detrimental to the mission of the Town;

Other reasons deemed valid by Town officials.

Section 5-6-4 - Types of Disciplinary Action

Oral Warning or Counseling. A verbal notice to the employee discussing a problem of relatively minor degree or the employee's performance. The oral warning or counseling should be given in private. One (1) member of the Board of Trustees should inform the employee that the Board of Trustees is issuing an oral warning, that the employee is being given an opportunity to correct the condition, and if the condition is not corrected, the person will be subject to more severe disciplinary action. Notation of the warning is to be included in the employee's personnel file. Notwithstanding, the supervisor of any employee may give informal counseling or warnings as may be necessary to insure the sufficient operations of the Town.

Written Reprimand.

A written reprimand is generally issued if the initial measure of oral warning is not sufficient or

if the infraction is severe enough to warrant a written reprimand in the employee's personnel file.

Written reprimand notices will be issued following the occurrence of the violation. The contents of this notice will be explained to the employee in an interview, if requested by Employee or the Town.

The original will be signed by the employee and placed in the employee's personnel file. If the employee refuses to sign the acknowledgment, then the supervisor and one other witness shall note on the reprimand that the employee received a copy and refused to sign it.

A copy will be given to the employee and included in the employee's department file.

Suspension With Pay. A suspension with pay is involuntary time off without loss of pay. Suspension with pay may be ordered by the Board of Trustees in its sole discretion.

Suspension Without Pay. Suspension without pay is involuntary time off with loss of pay. This type of action may be taken when the offense is of a serious enough nature to warrant discharge but when circumstances related to an employee's overall performance would not warrant immediate discharge. The length of suspensions should not normally exceed five (5) working days. The number of days of suspension will depend on the severity of the infraction.

Reduction in Pay. A reduction in pay occurs with a reassignment to lower pay within the same position classification. This type of action may be taken as the result of consistent poor employee performance. No change in classification occurs. Reduction in pay is imposed for either repeated poor performance or flagrant violations of rules and regulations and is considered to be a final behavior correction opportunity.

Discharge.

Discharge is the involuntary, permanent removal or termination of an employee from employment. Immediate removal of an employee from the job site pending review for discharge may be warranted in instances involving serious insubordination; theft; serious, illegal or destructive acts while on the job; or other substantial reasons deemed appropriate by the Supervising Trustee or Mayor. An employee may also be discharged after repeated offenses of a less serious nature if the offenses or infractions have been brought to the employee's attention and appropriate performance related changes have not resulted from previous progressive disciplinary action.

During the initial evaluation period, employees may be terminated at any time with or without cause. Written notification of dismissal shall be signed by the employee who has not completed the initial evaluation period and placed in the employee's personnel file, with a copy given to the employee. Dismissal of such employees requires the approval of the Mayor.

Section 5-6-5 - Rights Reserved to Town

~~Notwithstanding anything contained herein to the contrary, the Town reserves the right to dismiss any employee for any reason consistent with the employment at will classification of all Town employees. Such termination may be due to matters which give rise to discipline under this Policy, but may include other reasons, such as job performance or other criteria deemed relevant by the Board of Trustees.~~

~~**Section 5-6-6 Notice to Employee**~~

~~An employee shall receive written notice whenever the Town intends to suspend him or her with or without pay, to involuntarily demote, to reduce pay or to discharge the employee. The notice will generally provide the following information:~~

~~Notice of intended disciplinary action and the date of implementation.~~

~~Reason for the action.~~

~~The right to request a Disciplinary Interview.~~

~~**POLICY 5-7
PROBLEM RESOLUTION**~~

~~Columbine Valley wishes to create and maintain a work environment that promotes efficiency, productivity and positive reinforcement of actions through which work standards are met or exceeded. Misunderstandings and lack of communication can often lead to situations that give rise to problems that are an impediment to these objectives. The Town advocates the problem resolution process as a means toward maintaining a positive work environment. This procedure will be kept confidential, to the maximum extent practicable, consistent with the ultimate goal of resolving the dispute. Problem Resolution is inapplicable to disciplinary matters pursuant to Policy 5-5.~~

~~**Section 5-7-1 Definitions**~~

- ~~A. **Alternative Dispute Resolution (ADR):** ADR is a process for resolving disputes or problems without litigation. This process may range from a simple open door policy to handle day-to-day employee complaints, non-binding mediation, or any mix or variations of these processes.~~
- ~~B. **Days:** For the purpose of this procedure, days means work or business days unless otherwise specifically identified as calendar days.~~
- ~~C. **Employee:** Includes all Town employees of any status or classification (except elected officials and unclassified employees).~~
- ~~D. **Immediate Supervisor:** The person who has direct administrative or supervisory responsibility over the employee.~~

E. ~~**Mediation:** A voluntary, informal and non-binding process to assist the parties in reaching a negotiated settlement.~~

F. ~~**Problem:** Any claim or complaint by an employee that his or her rights, benefits, privileges or interests provided for in the Personnel Policies have been violated, misapplied or misinterpreted in any particular case, except for disciplinary matters pursuant to Policy 5-5.~~

Section 5-7-2—Issues Subject To Problem Resolution

— The Problem Resolution process may be used to review disagreements concerning interpretation or application of a work-related policy. Examples include but are not limited to:

- A. Application of Town guidelines, policies or procedures believed to be to the detriment of an employee;
- B. Alleged discrimination because of race, creed, color, national origin, sex, disability, veteran status, age or religion or other protected class;
- C. Improper or unfair administration of employee benefits or conditions of employment, such as vacations, benefits, promotions, retirement, holidays or seniority;

Section 5-7-3—Issues Not Subject To Problem Resolution

— The following are excluded from the Problem Resolution process:

- A. Any matter on which the Town is without authority to act;
- B. The evaluation of an employee's performance. The performance evaluation system provides employee recourse for this type of complaint;
- C. Content or structure of the Classification Plan under Policy 3-1;
- D. Content or structure of the Salary Plan. Individual compensation is not a disputable issue;
- E. Content and structure of the benefits programs;
- F. Written reprimands or suspensions of forty (40) hours or less;
- G. Extension of an evaluation period;
- H. Selection, assignment and/or reassignment to/from special positions by the Supervising Trustees;

- I. Matters involving municipal finance or budgetary issues; and
- J. Any matters specifically reserved to the discretion of management.
- K. All disciplinary matters.

Section 5-7-4—General Procedures

— Resolution by mediation may be instituted at any step in the ADR process.

- A. Problem Resolution requests may be initiated only by the employee concerned and may not be pursued without the affected employee's consent.
- B. Problem Resolution requests must be initiated in writing within ten (10) calendar days from the date of the act or disciplinary action or from the point that the employee became aware of the occurrence or within ten (10) calendar days after non-resolution by informal means.
 - 1. If the 10th day is a week-end or holiday, the following day of business becomes the 10th day.
- C. Requests for problem resolution must be submitted in the manner prescribed by the Supervising Trustee for this purpose.
- D. Whenever possible, problems will be handled during the regularly scheduled working hours of the parties involved.
- E. If the problem involves a group of employees or if a number of employees file separate Problem Resolution requests on the same matter, the problems may be handled as a single problem.
- F. The time limits specified in any step of the problem resolution process may be extended to a definite date by mutual agreement of the parties involved. However, in the absence of a written agreement, the time periods must be adhered to.
- G. The employee may request the assistance of outside legal or other counsel in preparing and presenting an appeal at any level of review, and reasonable amounts of work time (as determined by the appropriate Mayor, Board of Trustees or their designee, but not to exceed five (5) hours per dispute) may be spent in conferring about and presenting the appeal.
- H. There shall be no restraint, interference, discrimination or reprisal exerted on any employee choosing to use the procedures for resolution of a problem. However, no employee may abuse the procedures by raising disputes in bad faith, for the sole purpose of repeatedly raising problems that a person of reasonable judgment would deem to have

no merit. If, after investigation of the problem, the Town determines that the problem or dispute is not bona fide and was not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information, up to and including termination.

- I. All documents, communication and records of a problem will be filed in the Town Hall separately from the Personnel files. References to the records, such as a summary, may be placed in the Personnel File.
- J. All information relating to the pursuit of problem resolution shall be considered confidential information to the maximum extent practicable.

Section 5-7-5 ADR Procedures

- A. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision.
- B. An employee who has a problem or complaint should first try to resolve it informally through discussion with his/her immediate supervisor.
- C. If, after this discussion, the employee does not believe the problem has been satisfactorily resolved, the employee should discuss it following the chain of command within the Town.
- D. If an acceptable solution is not reached through initial procedures within thirty (30) calendar days of the disclosure to his/her immediate supervisor, mediation may be pursued.
 - 1. The employee may request the Supervising Trustee, the Mayor or the Mayor's Designee to meet in mediation.
 - 2. Such request must be submitted in writing to the Supervising Trustee or the Mayor's Designee.
 - 3. The Mayor or the Mayor's Designee will confer with others as required, investigate the request and communicate a decision in writing to all concerned parties within thirty (30) days.
 - 4. The Mayor's decision will be final.

**CHAPTER 6
SAFETY AND HEALTH**

**POLICY 6-1
SAFETY AND LOSS MANAGEMENT**

The Town is committed to providing a safe and healthy working environment. ~~In this connection, the Town makes every effort to comply with relevant federal and state occupational health and safety laws~~ and to develop the best feasible operations, procedures, technologies and programs conducive to such an environment. The Town's policy is aimed at minimizing the exposure of its employees and visitors to its facilities to health or safety risks.

Section 6-1-1 - Employee Support for Safe Work Practices

- A. All employees are expected to work diligently to maintain safe and healthy working conditions and to adhere to proper operating practices and procedures designed to prevent injuries and illnesses.
- B. The responsibilities of all employees in this regard include:
 - 1. Exercising maximum care and good judgment at all times to prevent accidents and injuries;
 - 2. Reporting to supervisors and seeking first aid for all injuries, regardless of how minor;
 - 3. Reporting unsafe conditions, equipment or practices to supervisors;
 - 4. Using safety equipment provided by the Town at all times;
 - 5. Observing conscientiously all safety rules and regulations at all times;
 - 6. Notifying their supervisor, before the beginning of the work day, of any medication they are taking that may cause drowsiness or other side effects that could lead to injury to them and their co-workers.
 - 6.7. The Town carries insurance to cover the costs of a work-related injury or illness. Benefits help pay for your medical treatment and may include part of income you may lose while recovering. Detailed information is given to you if you are injured on the job, or suffer an occupational illness.

Section 6-1-2 - Use of Town Equipment and Vehicles

The improper, careless, negligent, destructive or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations will not be tolerated.

may result in disciplinary action up to and including termination of employment.

Section 6-1-3 – Use of Safety Belts in Motor Vehicles

Operators of municipal owned or leased vehicles shall wear a seat belt in accordance with C.R.S. 42-4-237.

**POLICY 6-2
TOBACCO-FREE WORKPLACE**

Use of tobacco products are prohibited throughout the Town's buildings and immediate workplace and in Town vehicles. This policy applies equally to all employees and visitors.

Section 6-2-1 - Smoking Areas

Employees who smoke may do so outside of the Town Hall in the properly designated areas.

Section 6-2-2 - Smoking Breaks

Smoking breaks shall normally be limited to the same number of breaks that other Town employees receive. The immediate supervisor may limit smoking breaks, particularly if they interfere with work.

**POLICY 6-3
DRUG AND ALCOHOL-FREE WORKPLACE**

It is the policy of Columbine Valley that its employees be free of substance and alcohol abuse. Consequently, the use of illegal drugs by employees is prohibited. Further, employees shall not use alcohol during work hours or engage in "prohibited conduct" as defined in this policy. The overall goals of this policy are to ensure a drug-free and alcohol-free work environment and to reduce accidents, injuries and fatalities. Policy 6-3 shall not apply to any function sponsored by the Town in which alcohol is served. To prevent confusion about the use of marijuana in the State of Colorado and how it relates to your employment, the Town issued this informational guideline:

Colorado law permits properly registered patients to use marijuana for medical purposes without fear of criminal prosecution, so long as they abide by the State's medical marijuana laws. As a result of the 2012 General Election in November 2012, Colorado also permits adults to possess and use marijuana. Nevertheless, marijuana remains a Schedule I controlled substance under the Controlled Substances Act of 1970. As such, any use of marijuana – medical or otherwise – is against federal law.

Section 6-3-1—Consequences of Prohibited Conduct

Illegal drug use, alcohol abuse and failure to participate in the Town's drug and alcohol and testing policy, are grounds for discipline up to and including discharge, even for a first offense.

Section 6-3-2—Definitions of Prohibited Conduct

A. ~~Illegal Drug Use includes possessing, using, purchasing, distributing, or selling illegal drugs, or reporting to work impaired by illegal drugs. Under this policy, "illegal drugs" include any drug or drug-like substance that:~~

1. ~~Is not legally obtainable;~~
2. ~~May be legally obtainable but has not been legally obtained; or~~
3. ~~Is being used in a manner or for a purpose other than as prescribed.~~

B. ~~Alcohol Abuse includes possessing, using, purchasing, distributing, or selling alcoholic beverages at any time during the hours between the beginning and ending of the employee's work day, or reporting to work or working while impaired by alcohol in any way.~~

C. ~~Failure to Participate in the Town's drug and alcohol testing policy includes:~~

1. ~~Failure to submit to drug or alcohol testing;~~
2. ~~Failure to report immediately for drug or alcohol testing when requested to do so;~~
3. ~~Refusal to sign all appropriate consent forms; or~~
4. ~~Any other failure to cooperate to the Town's complete satisfaction.~~

D. ~~Reasonable Suspicion Testing. The Town will require an employee to submit to alcohol and/or drug testing when there is reasonable suspicion to believe that the employee is engaged in illegal drug use or alcohol abuse.~~

1. ~~For purposes of this policy, "reasonable suspicion" will be based on specific observations concerning the appearance, behavior, speech or body odors of an employee, including, without limitation, slurred speech, red eyes, dilated pupils, incoherence, unsteadiness, unexplained carelessness or accidents, erratic behavior, inability to perform the job and other unexplained behavioral changes.~~
2. ~~These observations will be made by a supervisor, a police officer or other Town official who has been trained to recognize signs of alcohol and/or drug use.~~

Section 6-3-13 - Drug Testing

Drug testing will be performed through urinalysis or blood testing. Urinalysis or blood testing will test for the presence of drugs and/or metabolites of the following controlled substances: marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP) and all other controlled substances.

A. **Laboratory Testing.** The procedure starts with the collection of a urine or blood specimen.

1. Specimens will be submitted to a certified laboratory for testing.
2. As part of the collection process, the specimen provided will be split into two vials; a primary vial and a secondary vial.
3. The certified laboratory will perform initial screening on all primary vials.
4. In the event that the primary specimen tests positive, a confirmation test of that the primary specimen will be performed prior to the laboratory reporting the results to the Town.

B. **Laboratory Results.** All laboratory results will be reported by the laboratory to the Town Administrator or Chief of Police ~~Supervising Trustee~~.

1. ~~Positive~~ Negative test results will be reported to the ~~Mayor and~~ Supervising Trustee.
2. Before reporting a positive test result to the Mayor, the Supervising Trustee will attempt to contact the employee to discuss the test results.

C. **Confidentiality.** Individual test results for employees will be released to the Town, Mayor or Supervising Trustee and will be kept strictly confidential unless consent for the release of the test results has been obtained from the employee.

D. **Request for Results and Re-Test.**

1. Any individual who has submitted to drug testing in compliance with this policy is entitled to receive the results of the drug testing upon timely written request.
2. An individual who tests positive may make a request of the Supervising Trustee to have the secondary vial tested. The request for testing of a secondary specimen is timely if it is made to the Supervising Trustee within seventy-two (72) hours of the individual being notified by the Town of a positive test result.

3. The secondary vial must be tested by a different certified laboratory than tested the primary specimen.
4. The individual making the request for a test of the second specimen must pre-pay all costs associated with the test.

Section 6-3-24 - Alcohol Testing

- A. The Town will perform alcohol testing using a portable breath testing device designed and utilized for testing alcohol on a person's breath, device that is on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List (CPL) and meets the Department of Transportation's (DOT) testing requirements. This may be a breath testing device, a saliva testing device or any other approved device and This may be provided through a trained supervisor or the Columbine Valley Police Department.
 1. ~~The device will be operated by a technician who is certified and trained on the specific device he or she will be operating.~~
 2. ~~The employee shall report to the alcohol testing site as notified by the Town. The employee shall follow all instructions given by the alcohol technician.~~
- B. Any initial test indicating a Blood Alcohol Concentration (BAC) of .002 or greater will be confirmed on a breath testing device. The confirmation test will be performed no sooner than 15 minutes and no later than 30 minutes following the completion of the initial test. In the event the confirmation test indicates a BAC of .002 or greater, the employee shall be removed from duty for twenty-four (24) hours or until his/her next scheduled on-duty time, whichever is longer, and will be subject to disciplinary action up to and including termination, even for a first offense.
- C. All alcohol tests shall be performed just prior to, during or just after duty.

Section 6-3-35 - Substance Abuse Evaluation, Return-To-Duty, and Follow-Up Testing

- A. Any employee who engages in prohibited conduct shall be provided with the names, addresses and telephone numbers of qualified Substance Abuse Professionals (SAPs). If the employee desires to become requalified for employment with the Town, the employee must be evaluated by a SAP and submit to any treatment the SAP prescribes.
- B. Following evaluation and treatment, if any, in order to become requalified for employment with the Town, an employee must submit to and successfully complete a return-to-duty drug and/or alcohol test.
- C. The employee is also subject to follow-up testing. Follow-up testing is separate from and in addition to the Town's reasonable suspicion, post-accident and random testing procedures. The schedule for follow-up testing shall be unannounced and in accordance

with the instructions of the SAP. Follow-up testing may continue for a period of up to 60 months following the employee's return to duty. No fewer than 6 tests shall be performed in the first 12 months of follow-up testing.

- D. The costs of any SAP evaluation of prescribed treatment shall be borne by the employee. The Town does not guarantee or promise a position to the employee should he/she regain qualified status.

CHAPTER 7 **DISCIPLINE AND PROBLEM RESOLUTION**

Section 7-1-16-3-6 - Discipline and Appeals

- ~~A. The disciplinary procedures included in this policy are subject to the notice provisions of the Discipline System Policy and appeal provisions included in the Problem Resolution Policy.~~
- A. Failure to comply with Town policies, rules, standards and expectations may result in disciplinary action including counseling, warning, suspension, or discharge depending on the circumstances involved.
- B. Potential disciplinary action will be handled on an individual, case by case basis. The Town will take into account the overall circumstances including the nature of the infraction and the employee's past work record.
- C. The Town will endeavor to fairly investigate and evaluate the relevant circumstances prior to taking disciplinary action. Employees ordinarily will be given an opportunity to explain their actions prior to disciplinary action. However, there may be circumstances where immediate suspension from work might be appropriate, pending further investigation.
- ~~A.~~
- D. The disciplinary guidelines contained in this policy supersede the progressive discipline policies of the Discipline System Policy.

Section 6-3-7 - Not A Contract

~~— This policy is not intended nor should it be construed as a contract between the Town and the employee. This policy may be changed at any time at the sole discretion of the Board of Trustees.~~

Section 7-1-2 - Problem Resolution

- A. If problems and complaints arise, it is encouraged to discuss the situation with the supervisor within three to five days, or at least in a timely manner.
- B. If a resolution is not reached or if it is inappropriate to go to the supervisor, discuss the

situation with the Town Administrator or Chief of Police.

C. If the situation is not resolved, communicate the problem directly to Human Resources and/or the Mayor.

A.1). Should further resolution be required, the Board of Trustees will make the final determination.

**CHAPTER 87
TERMINATION OF EMPLOYMENT**

**POLICY 87-1
AT WILL EMPLOYMENT EMPLOYMENT END**

Employment with Columbine Valley may be ended voluntarily or involuntarily.

Section 7-1-1—Service Retirement

Service retirement is voluntary termination after having satisfied the employment requirements of applicable retirement system procedures.

Section 7-1-2—Disability Retirement

Disability retirement is voluntary termination necessitated by an injury or illness that renders the employee incapable of performing the essential tasks of his or her usual job. The termination is preceded by a letter by the employee to his or her supervisor advising of the disability ruling, date of termination, supporting documentation, and a ruling by the appropriate agency verifying the disability and approving the retirement.

Section 7-1-3—Employee-Initiated Resignation

An employee-initiated resignation is voluntary termination for any reason other than formal retirement. An employee wanting to leave the Town in good standing should provide a written resignation to his or her immediate supervisor at least fourteen (14) calendar days prior to the effective date of resignation. During the two weeks before the effective date, the employee will be available for work to aid in the training of a replacement. Exceptions to the time limit requirement may be granted by the Mayor.

Section 7-1-4—Termination during Initial Evaluation

During the initial evaluation period, an employee may be terminated at any time, with or without cause, by the Supervising Trustee after consultation with the Mayor.

Section 7-1-5—Discharge

Discharge is involuntary termination or dismissal of an employee by the Town.

Section 7-1-6—Lay-Off and Recall

- A. Layoff means the conditional termination of a regular employee due to lack of funds, reduced demand for services, functions and programs, elimination of position or other reasons determined by the Mayor.

- ~~B. A Supervising Trustee may lay off an employee with the approval of the Mayor because of material change in duties or organization or because of shortage of work or funds. Affected employees shall be given as reasonable an amount of advance notice as conditions permit.~~
- ~~C. Lay-off decisions, recall and filling of regular job vacancies may be made based on documented ability and performance of the duties required in the job and consideration of an employee's length of continuous service with the Town in the classification. Where documented performance, experience and qualifications are equal, decisions to lay off, recall and fill vacancies will normally be made based on seniority within the affected classification within the department.~~
- ~~D. Lay-off decisions shall be coordinated among the various Town departments to provide possible transfer of employees to positions for which the employees qualify.~~
- ~~E. If the Town is unable to contact an employee within seven (7) calendar days, the Town's obligation to recall an employee shall cease. The Town shall have no obligation to recall an employee after he or she has been on continuous layoff for a period that exceeds one year. Should the employee not return to work when recalled, the Town shall have no further obligation to recall him or her.~~

**POLICY 87-2
EXIT PROCESS**

The Supervising Trustee is responsible for coordinating the exit process with the Mayor.

Section 87-2-1 - Exit Clearance

Included in the final clearance is a verification that all Town equipment, materials and supplies, such as keys, identification card, Town credit cards and uniforms, depending upon the department, etc., have been returned.

Section 87-2-2 - Exit Interview

~~Regular F~~full-time and ~~regular~~ part-time employees will normally participate in an exit interview at the discretion of the Town or at the request of the employee. The interview will normally be scheduled prior to the last day of employment. The Exit Interview shall be maintained separately from the employee's personnel file. Temporary employees do not ordinarily participate in an Exit Interview unless they volunteer to complete the interview.

Section 87-2-3 - Final Pay Check

- A. Employees shall receive pay for work performed through the last hour worked and for unused benefits as stipulated by Town policy and laws governing such payments. Terminated employees must be issued their final pay check on the next regularly

scheduled pay period.

~~B.~~

~~Terminated employees must be issued their final pay check on the next regularly scheduled pay period.~~

1. Costs of unreturned Town property will be deducted from the final paycheck.

~~C. Before the final paycheck is issued to the employee, it is the responsibility of the Town Administrator to ensure that the employee has completed final clearance.~~

Section 87-2-4 - Continuation of Benefits

- A. Benefits continue through the time actually worked by the employee. If the employee works through the 15th day of the month or later, Town-provided insurance benefits will continue through the last day of the month.
- B. Employees eligible to continue health benefits through C.O.B.R.A. will be notified by the Town Administrator within the time limit determined by law.
- C. For those employees who are not retiring, monies accumulated in the employee's retirement account are refundable. Forms required to request this refund are available through the retirement plan.

POLICY 87-3

VERIFICATION OF TOWN EMPLOYMENT

~~It is the policy of Columbine Valley that~~ Employee personnel records are confidential.

Section 7-3-1 - Requests for Information

- A. Dates of employment, job classification, current or last rate of pay, department in which employee works or worked and eligibility for rehire will be verified in response to outside requests. Additional information may be shared in conformance with state law.
- B. All requests or phone calls for verification of employment or wages of current or former employees, written or verbal, should be forwarded to Human Resources ~~the Supervising Trustee~~ for processing. A release signed by the employee shall be required for such verification.

**POLICY 87-4
RE-EMPLOYMENT**

Section 87-4-1 - Eligibility

- A. ~~Regular e~~Employees who resign from Town service in good standing ~~after completing their initial evaluation period~~ may be re-employed, upon approval of the Town Administrator or Chief of Police~~Supervising Trustee~~, to an equivalent or lower position class occupied at the time of resignation. Employees re-employed within thirty (30) days are considered to have continuous service for purposes of benefits and salary.
- B. ~~Promoted employees who resign during their promotion evaluation period are not eligible for re-employment in that position or class but may be re-employed in the position occupied before promotion.~~
- C. ~~Persons interested in re-employment should file a completed Town application form with the Town Clerk. The individual will then proceed through the regular hiring procedures.~~
- D. ~~The individual's previous personnel file will be re-activated once re-employed by the Town, provided re-employment is within one (1) year after the original resignation.~~
- E. ~~The date of hire will take the person's previous service with the Town into account; however, future performance pay increases will coincide with the re-employment date.~~
- F. ~~Re-employed individuals must serve the required initial evaluation period.~~

Section 7 4 2 - Compensation and Benefits

- A. ~~An individual re-employed in his or her former position may be paid at the same pay at the time he or she left the Town, provided that the re-employment is within one year of the previous resignation.~~
- B. ~~Compensation of an employee re-employed to a position other than the former position will be subject to provisions for new hires.~~
- C. ~~Re-employment after thirty (30) days is considered a break in service and requires employees to serve the required waiting period for insurance benefits.~~
- D. ~~Vacation leave eligibility will be based on previous Town service if re-employment occurs within one year of the previous resignation.~~

Section 7 4 3 - Military Service

~~An employee who resigns from Town service to enter active duty in the armed forces, voluntarily or involuntarily, will be covered by the Veteran's Re-employment Rights Law.~~

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