

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

October 17, 2017

A G E N D A

- | | |
|---|---|
| 1. ROLL CALL | 6:30PM |
| 2. PLEDGE OF ALLEGIANCE | |
| 3. APPROVAL OF MINUTES
September 19, 2017 | Mayor Champion |
| 4. CITIZENS CONCERNS
Columbine Country Club
HOA Presidents/Representatives
Public Comments | Mayor Champion |
| 5. MAYOR'S COMMENTS | Mayor Champion |
| 6. TRUSTEE COMMENTS | |
| 7. TOWN ADMINISTRATORS REPORT | Mr. McCrumb |
| 8. POLICE DEPARTMENT REPORT | Chief Cottrell |
| 9. TOWN TREASURERS REPORT
2018 Town Budget Discussion
Set Public Hearing for 2018 Budget | Mr. Tempas
Mr. Tempas |
| 10. OLD BUSINESS
Wild Plum IGA – Hunter Run Maintenance
Software Contract | Mr. McCrumb
Mr. McCrumb |
| 11. NEW BUSINESS
Trustee Bill #2 Follow Up (Utility Infrastructure)
Brookhaven Minor Amendment
Christy Gulch Options
Schedule Special Meeting/Cancel November Meeting | Mr. Schiller
Mr. Sieber
Mr. Kaslon
Mr. McCrumb |
| 12. EXECUTIVE SESSION
The Board of Trustees will be going into Executive Session to approve the minutes of September 19, 2017, and to discuss personnel matters pursuant to C.R.S. 24-6-402. | |
| 13. ADJOURNMENT | |

**TOWN OF COLUMBINE VALLEY
BOARD OF TRUSTEES**

Minutes

September 19, 2017

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

Trustees: Richard Champion, Dave Cope, Kathy Boyle, Gale Christy, Bill Dotson, Bruce Menk, and Roy Palmer

Also present: Lee Schiller, J.D. McCrumb, Jeff Tempas, Bret Cottrell, Jeremy Hayden, Stephanie Thelen, Phil Sieber, Matt Brown, Troy Carmann, and Riley McCormick

MINUTES: The minutes of the August 15, 2017 meeting were approved.

CITIZEN CONCERNS: There was no public comment.

MAYOR'S COMMENTS: Mayor Champion informed the Trustees about the upcoming Drug Take-Back Event scheduled for October 28.

TRUSTEE COMMENTS: There were no comments from the Trustees.

TOWN ADMINISTRATOR'S REPORT: Mr. McCrumb presented the attached report. He and Mr. Brown reviewed the results of the recent speed survey on Fairway. Mr. McCrumb also introduced Riley McCormick who started her fellowship with the Town at the end of August. Mr. Hayden and Mr. Carmann reviewed the upcoming pavement work scheduled for the last week of September. Mr. Carmann updated the Trustees on the repairs needed for Wilder Lane. Mr. Sieber updated the Trustees on an upcoming amendment to the Brookhaven plat.

POLICE CHIEF'S REPORT: Chief Cottrell presented the attached report. The Chief updated the Trustees on a series of unrelated events including golf cart thefts, auto thefts and a bomb threat at Town Hall. In each instance the suspect is now in jail for other charges. A new part-time officer has been hired and starts training this week.

TOWN TREASURER'S REPORT: Mr. Tempas presented the August financials to the Trustees. The Trustees also received a preliminary 2018 Town budget for their review and comment. Mr. Tempas will meet with each Trustee before the October meeting, at which time the budget will be discussed in detail. The 2018 Budget will receive a public hearing and 1st reading in November, and a second reading in December.

OLD BUSINESS:

Wild Plum Barrier: Mr. Carmann presented the Trustees with three types of barriers for the Wild Plum development emergency access for their consideration. A pneumatic bollard, a hydraulic bollard, and an automatic gate were all discussed including pros and cons of each option.

ACTION: upon a motion by Trustee Palmer and a seconded by Trustee Christy the Board unanimously approved installing three hydraulic bollards in the Wild Plum development emergency access.

Hunter Run Construction Safety: Mr. McCrumb presented the Trustees with three options for their consideration that would address the safety concerns Hunter Run and Thoroughbred caused by the construction of Wild Plum. The options were a temporary traffic light, a flagger, and a stop sign. Bill Brittan of the Polo Meadows HOA stated the HOA's preferred option at this time was a temporary traffic light. Kent Peterson with CalAtlantic did not object to that option. Matt Brown discussed the pros and cons of several options and presented several other choices for consideration.

ACTION: upon a motion by Trustee Menk and a seconded by Trustee Dotson the Trustees unanimously approved the installation of a temporary traffic signal at the corner of Hunter Run and Thoroughbred. The details of the light will be determined and reviewed by staff and the Board of Trustees will determine the appropriate time for removal of the temporary signal.

NEW BUSINESS:

Dispatch Service IGA: Chief Cottrell presented the IGA for dispatch services to the Trustees. This is a standard agreement with a slight price adjustment over last year.

ACTION: upon a motion by Trustee Menk and a seconded by Trustee Christy the Trustees unanimously approved the IGA with Arapahoe County.

Gov Pilot Building Department Software: Ms. Thelen presented a proposal for a software program that would serve the Town's building, public works, communication, code enforcement and municipal court software needs to be considered in the 2018 budget. The Trustees asked clarifying questions and directed staff to research several questions and receive references from other users.

ACTION: no action was taken at this time.

Town Hall Maintenance Program: Mr. Hayden presented the Trustees with a multi-year maintenance plan for Town Hall. Some of the recommendations are for consideration with the 2018 budget.

ACTION: no action was taken at this time.

Light Pole Replacement Program: Mr. Hayden presented the Trustees with a multi-year replacement program for street lights in Columbine Valley. The 1st phase is for consideration with the 2018 budget.

ACTION: no action was taken at this time.

Platte Canyon Shoulder Improvements: Mr. McCrumb presented the Trustees with a draft design for shoulder aesthetic improvements along Platte Canyon Road for consideration with the 2018 budget.

ACTION: no action was taken at this time.

EXECUTIVE SESSION: Upon a motion by Trustee Christy and a second by Trustee Boyle, the Board unanimously approved entering into executive session at 9:27 p.m. to confer with the Town Attorney pursuant to CRS Sections CRS 24-6-402(4)(b) concerning negotiating an agreement with the Colorado Department of Local Affairs, otherwise known as DOLA, to review the Town's revenue and expenditure forecasts.

The Trustees came out of executive session at 10:24 p.m.

ADJOURNMENT: There being no further business, the meeting was adjourned at 10:25 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.*

DRAFT



Town Administrator's Report

October 2017



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

Tel: 303-795-1434
Fax: 303-795-7325
jdmccrumb@columbinevalley.org



Communications & Happenings

- Several additional Columbine Valley residents have expressed an interest in volunteering at Town Hall to assist with the digital conversion of building department files. New and existing volunteers are playing a greater role in Town activities and special projects and staff is very appreciative of their dedication.



2017 Town Goal Tracking:

35 Goals Set;

33 Goals in Progress;

18 Goals Completed (51%)

- Staff is working on the **2018 Town Directories**. These are scheduled to be mailed to homeowners in late-December. Changes and updates need to be submitted to Town Hall by October 31 to be included in the printed directory.
- October is a busy month for **Town events**. The Flu Shot Clinic was held on October 2nd and was utilized by 53 residents, which is average participation for this event. The annual shred event occurred on the 14th, and the dumpsters will be available from the 26th-28th. Returning for the second year is the household drug / medication disposal event which will be held at Town Hall on October 28nd from 10:00—2:00.
- Town Staff will present a report to the Trustees in November on the status of the 2017 Town goals. Of the 35 goals identified, more than half have been fully completed with another 8 scheduled for completion by the end of the year. The remaining goals are categorized as “on-going” or works in progress.

Town Website Sept Statistics

3,811

Total Visits

4,287

July Page Views

Top Pages

Community

Municipal Court

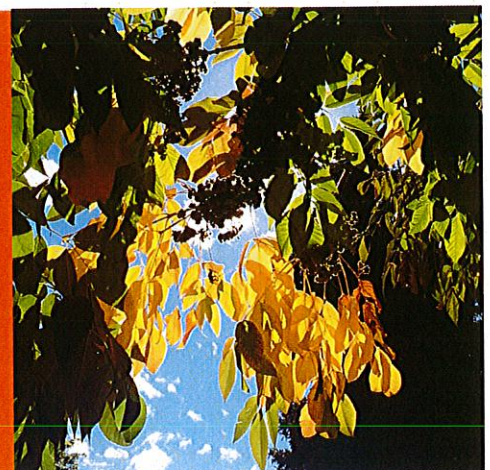
Pay Your Ticket

Development Updates

Citizen Contacts:

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

- ⇒ Building Department: 99
- ⇒ Comm. Development: 79
- ⇒ Public Works: 87
- ⇒ Municipal Court: 39
- ⇒ Other: 127



Building Department

Monthly Stats

13 Permits Issued

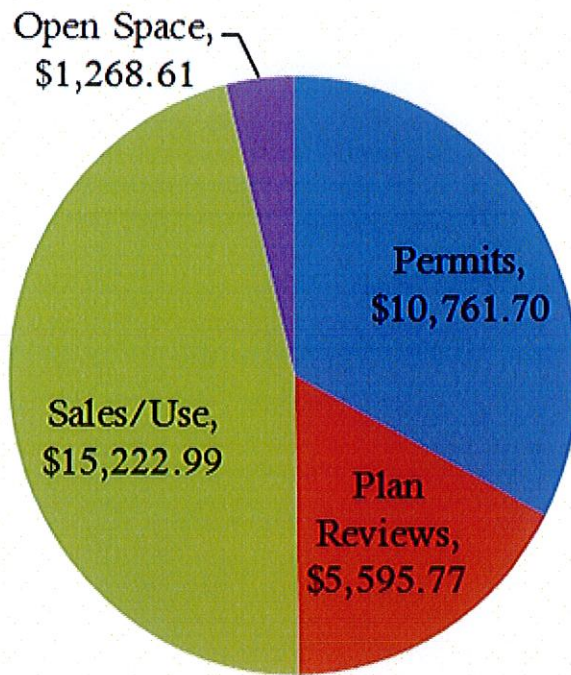
- New SFR: 1
- Major Remodels: 2
- New Roofs: 3
- Other/Misc.: 7

105 Inspections

11 Licenses Issued

- General: 7
- Electrician: 2
- Plumbers: 0
- Mechanical: 1
- Roofer: 1

Sept. Permit Rev.: \$32,849.07



Willowcroft Manor

41 Total Lots

41 Permits Issued

0 Permits Pending

34 Completed Homes

32 Occupied Homes

Wilder Lane

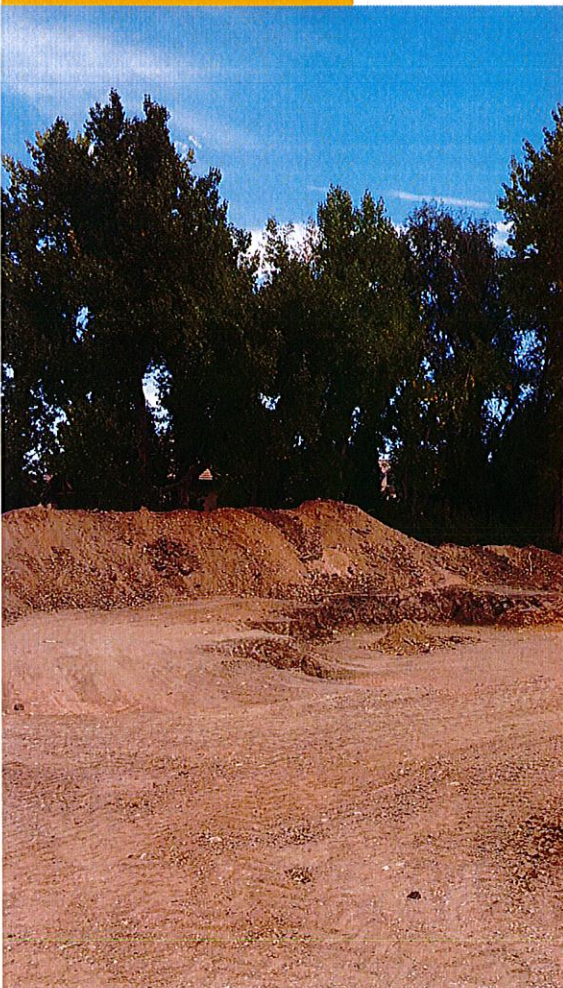
24 Total Lots

10 Permits Issued

0 Permit Pending

5 Completed Homes

5 Occupied Homes



Building Department Revenue by Month

	2016	2016 YTD	2017	2017 YTD
January	\$2,304.44	\$2,304.44	\$19,908.26	\$19,908.26
February	\$8,570.86	\$10,875.30	\$56,545.98	\$76,454.24
March	\$84,269.53	\$95,144.83	\$45,844.32	\$122,298.56
April	\$64,831.11	\$159,975.94	\$164,185.81	286,484.37
May	\$45,799.17	\$205,775.11	\$129,819.95	\$416,304.32
June	\$30,756.68	\$236,531.79	\$21,136.83	\$437,441.15
July	\$327,329.37	\$563,861.16	\$14,030.74	\$438,844.89
August	\$83,947.48	\$647,808.64	\$73,657.67	\$512,502.56
September	\$28,814.59	\$676,623.23	\$32,849.07	\$545,351.63
October	\$54,077.22	\$730,700.45		
November	\$51,116.09	\$781,816.54		
December	\$42,978.61	\$824,795.15		

Municipal Court

	<u>2016</u>	<u>2016 YTD</u>	<u>2017</u>	<u>2017 YTD</u>
January	\$5,632.49	\$5,632.49	\$6,295.25	\$6,295.25
February	\$3,527.00	\$9,159.49	\$3,778.97	\$10,074.22
March	\$6,170.5	\$15,329.99	\$8,867.00	\$18,941.22
April	\$4,323.50	\$19,653.49	\$6,755.00	\$25,696.22
May	\$1,862.25	\$21,515.74	-\$905.00 *	\$24,791.22
June	\$3,638.78	\$25,154.52	\$5,767.00	\$30,558.22
July	\$8,590.86	\$33,744.88	\$5,061.25	\$35,619.47
August	\$5,843.61	\$39,588.49	\$6,146.75	\$41,766.42
September	\$6,111.98	\$45,700.47	\$4,060.00	\$45,826.42

Public Works Department

- Work on the 2017 Pavement Program is nearly complete. Crews will be back in town in the coming weeks to “iron-out” some of the ridges left in the newly paved surfaces and to complete the street striping in a few spots they could not access on the first pass. Crack-sealing will occur Town-wide in November.
- Demolition of the existing wall and fence has begun on Hunter Run Lane. Phase one of the new masonry privacy wall will begin vertical construction this week, and phase two is anticipated to follow within two weeks.

Community Development

Wild Plum Farm

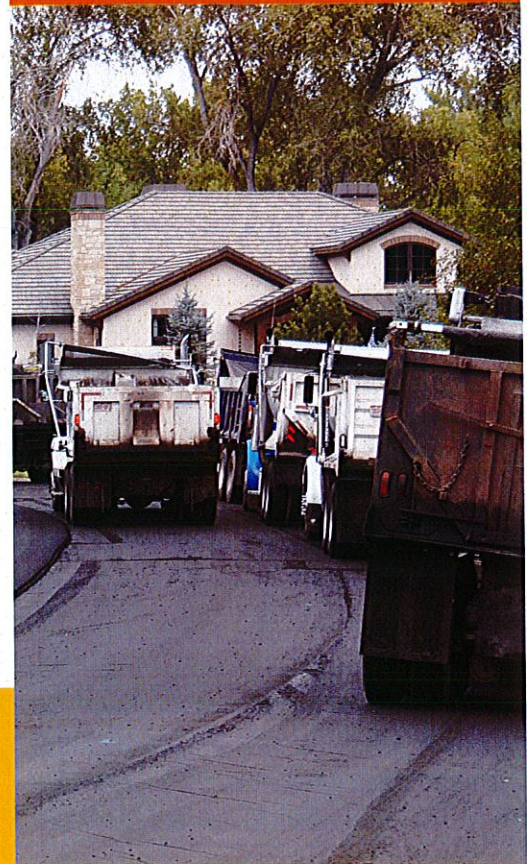
- Staff continues its review of the post approval documents including the SIA and CC&Rs. The mylars are anticipated to be finalized in November and signed at that time.

Wild Plum Anticipated Development Schedule:

- Oct 2017 – Nov 2017: Hunter Run Wall Construction
- Oct 2017 – Nov 2017: Demo of Existing Structures
- Nov 2017 – Dec 2017: Grading
- Jan 2018 – Apr 2018: Utilities (water, sewer, storm)
- May 2018 – Jun 2018: Concrete and Asphalt
- May 2018 – July 2018: Landscape
- Jun 2018: Start Construction of Model Homes

Sept. Monthly Stats

- Total paid before Court: 28
- Total on docket: 46
- Cases heard by Judge: 20
- Continuances: 1
- Failure to Appear: 4
- Stay of Executions: 6
- Classes Ordered: 7
- Bench Warrants: 5
- Trials: 0



Platte Canyon and Hunter Run intersection improvement timing depends on CDOT approval and weather but will take approximately 60 days to complete once started.

TOWN OF COLUMBINE VALLEY
 COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
 SEPTEMBER 30, 2017

Assets	Totals	
	September 30, 2017	December 31, 2016
Cash and investments	\$ 1,942,678	1,474,091
Other receivables	91,129	133,586
Property taxes receivable	2,011	328,683
Property and equipment, net	2,380,367	2,380,366
	\$ 4,416,185	4,316,726
Liabilities and Equity		
Liabilities:		
Accounts payable	\$ 95,504	57,756
Accrued liabilities	36,222	33,307
Deferred property tax revenue	2,011	328,683
Fund balance:		
Reserved - TABOR emergency	56,657	56,657
Conservation Trust	27,951	23,051
Arapahoe County Open Space	360,063	324,700
Unavailable - Fixed assets net of outstanding long term debt	2,380,367	2,380,366
Unreserved	1,457,410	1,112,206
Total equity	4,282,448	3,896,980
	\$ 4,416,185	4,316,726

TOWN OF COLUMBINE VALLEY
 COMBINED STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
 ALL GOVERNMENTAL FUND TYPES
 BUDGET AND ACTUAL
 NINE MONTHS ENDED SEPTEMBER 30, 2017 AND 2016

Revenue	September Totals		Nine Months Ended September 30, 2017		
	2017	2016	Budget	Actual	Variance
Taxes:					
Property taxes	\$ 769	994	312,249	326,642	14,393
Specific ownership taxes	4,703	4,222	16,128	20,357	4,229
Sales and use tax	72,259	37,934	369,000	488,362	119,362
Utility franchise fees	7,102	4,382	36,000	34,296	(1,704)
Cable television	767	7,000	21,000	15,948	(5,052)
Permits and fines:					
Permits, fees and services	18,947	10,008	103,500	272,483	168,983
Fines	4,330	2,932	54,000	49,817	(4,183)
Intergovernmental:					
Bow Mar IGA	-	65,228	231,162	231,162	-
State highway user's tax	11,178	7,738	34,497	33,346	(1,151)
County highway tax revenue	-	-	10,800	11,783	983
Motor vehicle registration fees	967	478	4,500	4,275	(225)
State cigarette tax apportionment	-	-	603	-	(603)
Conservation Trust Fund entitlement	1,640	1,561	4,500	4,835	335
Arapahoe County Open Space shareback	-	-	30,000	33,238	3,238
Interest income	17	33	6,003	8,785	2,782
Other	1,114	608	11,853	19,891	8,038
Total revenue	123,793	143,118	1,245,795	1,555,220	309,425
Expenditures					
Current:					
Public safety	76,775	116,186	497,095	468,091	29,004
Sanitation	12,475	6,070	56,250	56,545	(295)
Administration	34,967	44,569	388,284	483,275	(94,991)
Planning and zoning	(7,768)	16,590	51,750	30,803	20,947
Public works	10,393	10,310	295,112	85,329	209,783
Economic incentive					
Other - rounding	1	(2)	-	2	(2)
Capital outlay					
Capital expenditures	-	-	53,000	45,708	7,292
Conservation Trust Fund expenditures	-	-	6,000	-	6,000
Total expenditures	126,843	193,723	1,347,491	1,169,753	177,738
Excess of revenue over expenditures	(3,050)	(50,605)	(101,696)	385,467	487,163
Major projects	-	-	-	-	-
Excess of revenue over (under) expenditures and major projects	(3,050)	(50,605)	(101,696)	385,467	487,163
Fund balance - beginning of period	1,905,131	1,775,974	1,347,624	1,516,614	168,990
Fund balance - end of period	\$ 1,902,081	1,725,369	1,245,928	1,902,081	656,153

TOWN OF COLUMBINE VALLEY
GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
NINE MONTHS ENDED SEPTEMBER 30, 2017 AND 2016

	September 2017	September 2016	Nine Months Ended September 30, 2017		
			Budget	Actual	Variance
Public safety:					
Automotive expenses	3,898	2,515	27,375	19,622	7,753
Salaries and benefits	59,783	103,624	391,714	382,245	9,469
Municipal court	5,058	2,875	31,878	29,284	2,594
Other	8,036	7,172	46,128	36,940	9,188
	<u>76,775</u>	<u>116,186</u>	<u>497,095</u>	<u>468,091</u>	<u>29,004</u>
Sanitation	12,475	6,070	56,250	56,545	(295)
Administration:					
Legal	(12,152)	5,000	36,000	35,877	123
Accounting and audit	750	550	19,350	24,250	(4,900)
Inspection	6,575	1,440	51,750	111,417	(59,667)
Town administration	28,104	24,733	198,178	205,292	(7,114)
Insurance and bonds	5,898	5,753	21,753	23,097	(1,344)
Office supplies and miscellaneous	2,808	3,731	28,881	47,515	(18,634)
County Treasurer's collection fees	8	10	3,122	3,268	(146)
Rent and building occupancy costs	2,976	3,352	29,250	32,559	(3,309)
	<u>34,967</u>	<u>44,569</u>	<u>388,284</u>	<u>483,275</u>	<u>(94,991)</u>
Planning and zoning					
Planner and Engineering	(7,768)	16,590	51,750	30,803	20,947
Public works:					
Street repairs and maintenance	9,999	5,092	246,853	34,039	212,814
Street lighting	5,159	1,296	11,250	13,600	(2,350)
Weed and tree removal	(7,283)	276	12,628	11,604	1,024
Other	2,518	3,646	24,381	26,086	(1,705)
	<u>10,393</u>	<u>10,310</u>	<u>295,112</u>	<u>85,329</u>	<u>209,783</u>
Economic incentive		-			
Other - rounding	1	(2)	-	2	(2)
	<u>1</u>	<u>(2)</u>	<u>-</u>	<u>2</u>	<u>(2)</u>
Capital expenditures:					
Public safety	-	-	43,000	41,007	1,993
Administration	-	-	10,000	4,701	5,299
Public works	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>53,000</u>	<u>45,708</u>	<u>7,292</u>
Conservation Trust Fund expenditures	-	-	6,000	-	6,000
	<u>-</u>	<u>-</u>	<u>6,000</u>	<u>-</u>	<u>6,000</u>
Total expenditures	<u>126,843</u>	<u>193,723</u>	<u>1,347,491</u>	<u>1,169,753</u>	<u>177,738</u>
Major projects:					
Town Hall remodel	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and major projects	<u>126,843</u>	<u>193,723</u>	<u>1,347,491</u>	<u>1,169,753</u>	<u>177,738</u>

TOWN OF COLUMBINE VALLEY
 SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL
 NINE MONTHS ENDED SEPTEMBER 30, 2017 AND 2016

	September 2017	September 2016	Nine Months Ended September 30, 2017		
			Budget	Actual	Variance
Public Safety:					
Automotive expenses:					
Cruiser gas/oil/maintenance	2,273	890	22,500	14,747	7,753
Cruiser insurance	1,625	1,625	4,875	4,875	-
	<u>3,898</u>	<u>2,515</u>	<u>27,375</u>	<u>19,622</u>	<u>7,753</u>
Salaries and benefits:					
Salaries	48,494	94,966	307,692	308,651	(959)
Pension plan	5,302	3,116	30,769	31,503	(734)
Health/workman's comp insurance	5,987	5,542	53,253	42,091	11,162
	<u>59,783</u>	<u>103,624</u>	<u>391,714</u>	<u>382,245</u>	<u>9,469</u>
Municipal court:					
Municipal court - judge	750	750	6,750	6,750	-
Municipal court - legal	4,168	2,000	20,628	20,574	54
Municipal court - other	140	125	4,500	1,960	2,540
	<u>5,058</u>	<u>2,875</u>	<u>31,878</u>	<u>29,284</u>	<u>2,594</u>
Other:					
Uniforms	391	546	6,003	4,237	1,766
Education/training	335	-	5,625	1,984	3,641
Arapahoe County dispatch fee	6,595	6,595	19,785	19,785	-
Supplies/miscellaneous	715	31	14,715	10,934	3,781
	<u>8,036</u>	<u>7,172</u>	<u>46,128</u>	<u>36,940</u>	<u>9,188</u>
Administration:					
Town administration:					
Salaries - administration	19,976	15,774	142,308	138,068	4,240
FICA/Medicare - administration	1,648	3,621	11,385	14,253	(2,868)
Health insurance - administration	2,850	1,312	22,500	27,135	(4,635)
Pension - administration	1,302	1,028	7,115	8,791	(1,676)
Telephone/communications	902	750	4,122	3,307	815
Computer expense	1,426	1,648	3,753	7,028	(3,275)
Election expense	-	-	2,000	-	2,000
Dues and publications	-	600	4,995	6,710	(1,715)
	<u>28,104</u>	<u>24,733</u>	<u>198,178</u>	<u>205,292</u>	<u>(7,114)</u>
Office supplies and miscellaneous:					
Advertising/notices	-	-	378	423	(45)
Miscellaneous	1,898	1,788	22,500	42,243	(19,743)
Supplies - administration	910	1,943	6,003	4,849	1,154
	<u>2,808</u>	<u>3,731</u>	<u>28,881</u>	<u>47,515</u>	<u>(18,634)</u>
Legal	(12,152)	5,000	36,000	35,877	123
Accounting and audit	750	550	19,350	24,250	(4,900)
Inspection	6,575	1,440	51,750	111,417	(59,667)
Insurance and bonds	5,898	5,753	21,753	23,097	(1,344)
County Treasurer's collection fees	8	10	3,122	3,268	(146)
Building occupancy costs	2,976	3,352	29,250	32,559	(3,309)

TOWN OF COLUMBINE VALLEY
 SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL
 NINE MONTHS ENDED SEPTEMBER 30, 2017 AND 2016

	September 2017	September 2016	Nine Months Ended September 30, 2017		
			Budget	Actual	Variance
Public works:					
Street repairs and maintenance:					
Street/gutter maintenance	1,210	3,995	225,000	18,731	206,269
Snow removal	-	-	8,100	2,239	5,861
Striping	63	170	2,250	63	2,187
Signs maintenance	144	184	2,250	2,077	173
Vehicle maintenance	96	700	2,628	2,443	185
Other drainage	8,486	-	5,625	8,486	(2,861)
Street cleaning	-	43	1,000	-	1,000
	9,999	5,092	246,853	34,039	212,814
Street lighting	5,159	1,296	11,250	13,600	(2,350)
Ground maintenance	(7,283)	276	12,628	11,604	1,024
Other:					
Miscellaneous minor public works	(3,551)	3,285	15,750	16,333	(583)
Storm water permit process	48	361	3,753	3,732	21
Professional fees	6,021	-	4,878	6,021	(1,143)
	2,518	3,646	24,381	26,086	(1,705)
Capital and Conservation Trust Fund:					
Capital expenditures:					
Administration	-	-	10,000	4,701	5,299
Public safety	-	-	43,000	41,007	1,993
Public works	-	-	-	-	-
	-	-	53,000	45,708	7,292
Conservation Trust Fund expenditures:					
Miscellaneous	-	-	6,000	-	6,000
	-	-	6,000	-	6,000



Request for Board of Trustee Action

Date: October 17, 2017

Title: 2018 Draft Town Budget

Presented By: Jeff Tempas, Town Treasurer

Prepared By: Jeff Tempas, Town Treasurer

Background: This is a draft of the 2018 Town Budget presented for review and discussion. It has been drafted by the Town Treasurer with the input of the Mayor, Trustees and staff.

A public hearing on this budget will be held on November 14, 2017 and the budget will be presented for 1st Reading on that night.

The budget is scheduled for 2nd Reading at a Special Meeting on Tuesday, December 12, 2017.

Attachments: 2018 Draft Town Budget

Recommended Motion: No action is requested at this time. Trustee direction is anticipated.

Memo

To: Trustees
From: Jeffery J. Tempas
Date: October 13, 2017
Re: 2018 Columbine Valley Budget

Summary:

Attached is the current draft of the 2018 budget, which we will review during our meeting on the 17th. Please review and have questions/comments ready to share with all Trustees so we can arrive at a consensus for the November meeting when it will be approved on 1st reading.

Discussion:

Please note the following specific items contained in the budget:

1. Page 1 of the financial portion of the budget reflects a decrease in overall reserves of \$70,000 for 2018.
2. Page 2 of the financial portion (NEW) presents the details of the various reserves included in our overall reserve figure from page 1.
3. Administration line item for computer expense includes \$10,000 in 2018 for the new proposed software for the building department.
4. Administration line item for building maintenance and utilities includes \$21,900 for repairs noted in the presentation by Hobbes at our last meeting.
5. Capital includes the first year estimate for light pole replacement in Town. There will not be a new police vehicle in 2018.

Feel free to call prior to the meeting with any questions or comments.

Thanks,

Town of Columbine Valley 2018 Budget Narrative Portion

December 12, 2017

The 2018 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 - \$348,047

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 2018 are as follows:

1. Amendment #1 property tax revenue limitation - \$348,047
2. Amendment #1 mill levy rate limitation - \$398,594
3. Statutory 5.5% property tax revenue limitation - \$358,394

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 (2016 to 2017) in actual value of Town real property plus an allowance for the rise in the consumer price index multiplied by the 2017 certified property tax revenue.

The 2nd calculation is based upon the 2016 mill levy times the 2017 assessed valuation of the Town real property.

The 3rd calculation is based upon the 2016 adjusted assessed valuation of Town real property multiplied by the 2016 mill levy, adjusted for a 5.5% statutory increase.

Specific Ownership Tax - \$23,353

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 2018 reflects virtually no increase from the projected revenue for 2017.

Sales & Use Tax - \$656,500

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 2018 Budget provides for the construction of twenty (20) new homes in one continuing development begun 2016 and the new Wild Plum Farm development which will begin in 2018. The 2018 Budget also anticipates remodeling costs to be approximately \$1.65 million generating \$50,000 in sales taxes. With the completion of the new Columbine Country Club facility, we anticipate an approximate \$50 thousand increase in sales tax revenues from Country Club activities in 2018. Other sales taxes are estimated to be virtually the same as the 2017 projected levels.

Utility Franchise Fee - \$46,000

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 expected to increase over the next few years largely as a result of additional new homes in the Town.

Cable TV - \$31,000

The Town has granted non-exclusive ten-year cable franchises covering all of Columbine Valley to two separate cable tv providers. The agreements expire in 2026 and 2027, unless renewed or extended. Each agreement 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 and additional home construction. Our budget has increased modestly to project the impact of additional new home construction.

Permits Fees - \$295,000

Permit fees (including plan review fees) are based upon the projection of twenty (20) new homes in 2018 and remodeling activity similar to 2017.

Fines - \$65,000

Tickets and fines issued by the Town police are a function of the level of police staff maintained during the year. We anticipate that 2018 revenues will remain similar to our current projection for 2017. These amounts include revenues generated through the issuance of tickets within the Town of Bow Mar ('Bow Mar').

Intergovernmental Revenues

Bow Mar Public Safety IGA

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 \$268,216 in 2017 and will pay \$276,800 for 2018. The payments for 2017 and 2018 are 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 2016, and none is projected for 2017.

Bow Mar Building Department IGA

Effective in October, 2017, the Town entered into a new intergovernmental agreement with Bow Mar to provide certain administrative services associated with their building department functions. The fee for these services was \$40,000 in 2017 and will remain the same for 2018.

Other

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 – 2017 projection is \$42,000; 2018 budget is \$46,000
- County Highway Mill Tax – 2017 projection is \$12,000; 2018 budget is \$12,000
- Cigarette Tax Apportionment – 2017 projection is \$800; 2018 budget is \$800
- Motor Vehicle Registration Fees – 2017 projection is \$6,000; 2018 budget is \$6,000

Interest - \$15,500

The estimate for Town funds to be invested during 2018 is an average of \$1,250,000 at an estimated weighted interest rate of 1.24%.

Other - \$5,000

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

Sources of Fund Decreases

Public Safety - \$684,500

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 two part-time police officers in 2018 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 2017 level. Since 2008 the Town has been subject to an annual charge from Arapahoe County for providing dispatch and other services. These services had been provided in the past at no cost to the Town. The annual charge was \$26,380 in 2017 and will increase to \$28,869 in 2018.

Sanitation - \$84,000

The Town contracts with Republic Services for trash removal. A new contract executed in 2017 is for a three year term with a 3% annual increase beginning in 2018. This overall fee has increased in recent years as a result of new home construction in the Town.

Administration - \$652,000

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

	<u>2017</u>	<u>2018</u>
• Town office salaries and benefits	43%	40%
• Legal, accounting and audit	15%	11%
• Insurance	5%	5%
• Building inspection fees	14%	23%
• Town Hall maintenance and utilities	9%	9%
• Other	14%	12%

Office salaries include three full time employees. 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 2018 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 \$750 per month for services. We incurred a modest increase in the cost of the annual audit of the Town in 2017 due to the continuing integration of several recently expanded reporting requirements. We expect this fee to remain the same in 2018.

Insurance costs, other than health insurance, are estimated to increase approximately 5% in 2018. Our insurance carrier is Travelers Insurance. Our Workman's Compensation insurance carrier is Pinnacle Assurance.

Building inspection fees are very dependent upon new construction within the Town. The budget for 2018 assumes a normal level of inspections and plan reviews associated with remodeling in the Town and the aforementioned twenty (20) new homes to be constructed in 2018.

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, computer expenses and community functions (shredding event, summer concert series, 4th of July festivities).

Planning & Zoning - \$69,000

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 2018 takes into account the current development activity (two 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 - \$440,000

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 fifth year of a multi-year street improvement project to be overseen by our consulting engineering firm. We have budgeted \$350,000 towards this effort for 2018. For 2018, the Town has determined to continue to handle snow removal services internally, relying on our full-time public works manager and additional part-time help, as necessary. This new public works manager 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 - \$33,000 and expenditure - \$7,500

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. In 2018 the Town will participate in the Chatfield Dam Water Enhancement project at a cost of \$7,500 by acquiring one acre-foot of water.

Conservation Trust Fund – Receipts - \$ 6,000 and expenditures - \$20,000

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. In 2018 we will do a major enhancement of the park area in front of the Town Hall.

Capital expenditures - \$19,000

The capital expenditures projected for 2018 consist of the first year of a multi-year project to replace and upgrade all of the light pole in the Town.

Reserve Balance

Reserves (Fund Balances) at the beginning of 2017 were \$1,516,614. Activity for 2017 and 2018 is expected to decrease the reserve balance to \$1,308,114 including unrestricted reserves of \$859,006. A desirable reserve balance is an amount equal to one year's budgeted recurring operating expenditures, or approximately \$1,650,000, which will require continued vigilance by the Town Trustees to control operating costs as well as capital spending.

**TOWN OF COLUMBINE VALLEY
2018 BUDGET
FINANCIAL PORTION**

SUMMARY

General Fund Activity

Revenues		
Operating	\$ 1,867,000	
From Reserve	<u>62,500</u>	\$ 1,929,500
Expenditures		
Operating	\$ 1,929,500	
To Reserve	<u>-</u>	<u>1,929,500</u>

Reserve Activity

Additions		
2018 Budget (Above)	\$ -	
Arapahoe County Open Space Shareback	33,000	
Conservation Trust Fund	<u>6,000</u>	\$ 39,000

Expenditures		
2018 Budget (Above)	62,500	
Capital Expenditures	19,000	
Major Capital Projects	-	
Arapahoe County Open Space Shareback	7,500	
Conservation Trust Fund	<u>20,000</u>	<u>109,000</u>

Net Increase (Decrease) in Reserves	(70,000)
Reserves at Beginning of Year	<u>1,378,114</u>
Reserves at End of Year	<u><u>\$ 1,308,114</u></u>

TOWN OF COLUMBINE VALLEY
Reserve Account Detail
2018 Budget

	Actual 2016	Budget 2017	Projected 2017	Budget 2018
Restricted Reserves				
Emergency reserves	\$ 56,657	56,657	56,657	56,657
Conservation Trust	23,051	23,051	23,051	9,051
Arapahoe Open Space	324,700	354,700	357,700	383,200
	<u>404,408</u>	<u>434,408</u>	<u>437,408</u>	<u>448,908</u>
Unrestricted Reserves				
Assigned	192,500	70,000	70,000	-
Unassigned	919,706	819,706	870,706	859,206
	<u>1,112,206</u>	<u>889,706</u>	<u>940,706</u>	<u>859,206</u>
Total Reserves	\$ 1,516,614	1,324,114	1,378,114	1,308,114
Changes in reserves				
Conservation Trust				
Revenue		6,000	6,000	6,000
Expenditures		(6,000)	(6,000)	(20,000)
Net change		<u>-</u>	<u>-</u>	<u>(14,000)</u>
Arapahoe Open Space				
Revenue		30,000	33,000	33,000
Expenditures		-	-	(7,500)
Net change		<u>30,000</u>	<u>33,000</u>	<u>25,500</u>
Assigned Unrestricted Reserves				
Revenue				
Expenditures		(122,500)	(122,500)	(70,000)
Net change		<u>(122,500)</u>	<u>(122,500)</u>	<u>(70,000)</u>
Unassigned Unrestricted Reserves				
Revenue		1,525,000	1,674,000	1,867,000
Expenditures		(1,625,000)	(1,723,000)	(1,878,500)
Net change		<u>(100,000)</u>	<u>(49,000)</u>	<u>(11,500)</u>
Totals	-	(192,500)	(138,500)	(70,000)

TOWN OF COLUMBINE VALLEY
General Fund Revenues & Expenditures
2018 Budget

	Actual 2016	Budget 2017	Projected 2017	Budget 2018
Revenues				
Taxes				
Property Taxes	\$ 312,222	328,683	328,683	348,047
Specific Ownership Taxes	23,983	21,501	21,501	23,353
Sales and Use Taxes	710,552	492,000	510,000	656,500
Utility Franchise Fees	44,652	48,000	45,000	46,000
Cable Television Fees	30,568	28,000	30,000	31,000
Permits and Fines				
Permits, Fees and Services	359,835	138,000	275,000	295,000
Fines	62,268	72,000	65,000	65,000
Intergovernmental				
Town of Bow Mar Police	260,910	268,216	268,216	276,800
Town of Bow Mar Admin	6,685	40,000	40,000	40,000
State Highway User's Tax	44,051	46,000	45,000	46,000
County Highway Tax Revenue	11,668	12,000	12,000	12,000
Motor Vehicle Registration Fees	6,046	6,000	6,000	6,000
State Cigarette Tax Apportionment	755	800	800	800
Interest	6,657	8,000	8,800	15,500
Other	14,389	15,800	18,000	5,000
From General Reserve	-	169,500	113,500	62,500
	<u>\$ 1,895,241</u>	<u>1,694,500</u>	<u>1,787,500</u>	<u>1,929,500</u>
Expenditures				
Public Safety	\$ 675,931	651,500	628,500	684,500
Sanitation	71,010	75,000	75,000	84,000
Administration	685,295	507,000	575,000	652,000
Planning and Zoning	51,106	69,000	69,000	69,000
Public Works	307,050	392,000	440,000	440,000
To General Reserve	104,849	-	-	-
	<u>\$ 1,895,241</u>	<u>1,694,500</u>	<u>1,787,500</u>	<u>1,929,500</u>
Reserve Additions				
From General Fund	\$ 104,849	-	-	-
Arapahoe County Open Space Shareback	33,737	30,000	33,000	33,000
Conservation Trust Fund	8,648	6,000	6,000	6,000
	<u>\$ 147,234</u>	<u>\$ 36,000</u>	<u>\$ 39,000</u>	<u>\$ 39,000</u>
Reserve Expenditures				
To General Fund	-	169,500	113,500	62,500
Capital Expenditures	79,493	53,000	58,000	19,000
Arapahoe County Open Space Shareback	-	-	-	7,500
Conservation Trust Fund Expenditures	6,000	6,000	6,000	20,000
	<u>85,493</u>	<u>228,500</u>	<u>177,500</u>	<u>109,000</u>
Net Increase (Decrease) in Reserves	61,741	(192,500)	(138,500)	(70,000)
Beginning Reserves Balance	1,454,873	1,516,614	1,516,614	1,378,114
Ending Reserves Balance	<u>\$ 1,516,614</u>	<u>1,324,114</u>	<u>1,378,114</u>	<u>1,308,114</u>

TOWN OF COLUMBINE VALLEY
General Fund Operating Expenditure Detail
2018 Budget

	Actual 2016	Budget 2017	Projected 2017	Budget 2018
Public Safety				
Cruiser Gas, Oil and Maintenance	\$ 20,975	30,000	20,000	30,000
Cruiser Insurance	8,125	6,500	6,500	7,000
Salaries	445,367	400,000	400,000	415,000
FFPA Pension	38,557	40,000	40,000	41,500
Health Insurance	38,786	45,000	40,000	45,000
Workers Comp Insurance	18,219	26,000	25,000	28,000
Uniforms	9,245	8,000	8,000	11,000
Education and Training	2,727	7,500	5,000	9,000
Supplies and Other	31,639	19,620	15,120	26,631
Arapahoe County dispatch fees	26,380	26,380	26,380	28,869
Municipal Court Judge	9,000	9,000	9,000	9,000
Municipal Court Legal	23,606	27,500	27,500	27,500
Municipal Court Supplies	1,805	2,000	2,000	2,000
Municipal Court Administration	1,500	4,000	4,000	4,000
	<u>\$675,931</u>	<u>651,500</u>	<u>628,500</u>	<u>684,500</u>
Administration				
Advertising	\$ 378	500	500	500
Legal	36,378	48,000	48,000	48,000
Accounting and Audit	22,085	22,000	26,500	26,500
Building Inspection	143,576	69,000	115,000	147,500
Building Maintenance and Utilities	34,444	39,000	39,000	59,000
Salaries	149,333	185,000	185,000	195,000
Payroll Taxes	15,930	14,800	14,800	20,000
Health Insurance	17,842	30,000	36,000	36,000
Pension	8,618	9,250	9,250	12,000
Telephone	6,893	5,500	4,500	6,000
Supplies	10,512	8,000	8,000	10,000
Insurance and Bonds	34,452	29,000	24,000	29,000
Miscellaneous	80,411	30,000	45,000	12,500
Economic Incentive	104,930	-	-	-
County Treasurer's Fees	3,125	3,287	3,287	3,480
Computer expense	10,762	5,000	6,500	16,500
Election Expense	35	2,000	2,000	2,000
Newsletter and Directory	5,591	6,663	7,663	7,520
	<u>\$685,295</u>	<u>507,000</u>	<u>575,000</u>	<u>631,500</u>
Public Works				
Street and Gutter Maintenance	\$ 232,260	300,000	350,000	350,000
Snow Removal	9,484	8,000	8,000	8,000
Striping	4,707	3,000	3,000	3,000
Signs Maintenance	1,340	3,000	3,000	3,000
Vehicle Maintenance	7,624	3,500	3,500	3,500
Other Drainage/Water	13,385	13,500	13,500	10,500
Street Cleaning	-	2,000	2,000	2,000
Street Lighting	13,031	15,000	15,000	15,000
Ground and Other Maintenance	2,680	3,500	3,500	5,000
Other Maintenance/Homeowner Funds	10,000	14,000	10,000	14,000
NPDES Expense	4,864	5,000	5,000	5,000
Salary	-	15,000	15,000	14,500
Professional Fees	7,675	6,500	8,500	6,500
	<u>\$307,050</u>	<u>392,000</u>	<u>440,000</u>	<u>440,000</u>

TOWN OF COLUMBINE VALLEY
Capital and Reserve Expenditure Detail
2018 Budget

	Actual 2016	Budget 2017	Projected 2017	Budget 2018
Capital Expenditures				
Public Safety				
Vehicle	\$ -	43,000	43,000	-
Administration				
Emergency generator		10,000	15,000	-
Public Works				
Other	16,546	-	-	19,000
	<u>\$ 16,546</u>	<u>53,000</u>	<u>58,000</u>	<u>19,000</u>
Major Capital Projects				
Town Hall Remodel				
		<u>\$ 62,947</u>		-
Arapahoe County Open Space Shareback Expenditures				
Chatfield Dam Water Enhancement	\$ -	-	-	7,500
				<u>7,500</u>
Conservation Trust Fund Expenditures				
Parks	\$ 6,000	6,000	6,000	20,000
				<u>20,000</u>

TOWN OF COLUMBINE VALLEY													
Administrative Expenditures													
	0.50	0.45	0.43	0.41	0.43	0.32	0.36	0.40		2017 Budget & Mo Act	2017 Estimate	2018 Budget	Responsibility/Comments
	2009 Actual	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Budget	2017 Mo Act	2017 Estimate	2018 Budget	Responsibility/Comments
OFFICE MAINTENANCE:									30000		30000	50000	
CTF SUBSIDY									-6000		-6000		SEE PW BUDGET
MOWING - MR THAN									5300		1345	2000	
AERATION/FERTILIZER									1800			600	
JANITORIAL									5940		5640	5900	SLIGHT INCREASE BUDGETED
FOOTHILLS CONTRACT									5000		1000	1200	TREES
CONCRETE, STONE, STAIN AND PAINT									980		0	21900	HOBBES PRESENTATION
CLEANING SUPPLIES									750		1000	750	
HOBBES									13500		12500	15000	600 hrs @.25
CONTINGENCY/MISCELLANEOUS									2730		14515	2650	
MISCELLANEOUS:									30000		45000	12500	
COMPUTER HARDWARE									2100		2100	2100	
BANK SVC CHARGES									2000		3000	3000	
CREDIT CARD FEES									4000		6000		
PRINTING - HANSEN									1200		1200	1200	
SOFTWARE									1000		1000	1000	
MAYOR									500		500	500	
TONER									1500		1500	1500	
WEB HOSTING									1500		1500		
MISCELLANEOUS:									4500		4500		
SHREDDING/DUMPSTER EVENTS									6000		11000		
4TH OF JULY AND 2ND POSSIBLE FUNCTION									900		900	900	
XMAS PARTY									2500		2500		
MONTHLY B-FASTS									2300		9300	2300	
EDUCATION													
CONTINGENCY													

TOWN OF COLUMBINE VALLEY													
Detail and Support for Planning and Zoning Expense Projections													
	2009	2010	2011	2012	2013	2014	2015	2016	2017	2017	2017	2018	2018
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget	8 Mo Act	Estimate	Budget	Responsibility/Comments
Town planner	560	455	2,520	9,048	14,495	31,257	44,366	38,438	50,000	30,184	50,000	50,000	DOTSON
Town engineers	12,791	6,567	3,972	6,152	32,683	21,205	27,873	12,668	17,500	8,387	17,500	17,500	DOTSON
Miscellaneous	-	-	-	-	-	-	-	-	1,500	-	1,500	1,500	DOTSON
	13,351	13,351	6,492	15,200	47,178	52,462	72,239	51,106	69,000	38,571	69,000	69,000	-
PHIL:													
Planning - no reimb									50,000		50,000	50,000	SEE PHIL MEMO
Planning Asst Planner								23,125	23,125		23,125	20,000	SEE PHIL MEMO
Platte Canyon Road								3,500	3,500		3,500	10,200	SEE PHIL MEMO
Traffic study/studies								20,000	20,000		20,000	8,300	SEE PHIL MEMO
Contingency								2,000	2,000		2,000	7,500	SEE PHIL MEMO
								1,375	1,375		1,375	4,000	TO BALANCE
TROY:													
Planning assistance								17,500	17,500		17,500	17,500	MAY BE LESS AS WPF REIMB
Platte Canyon Road								5,000	5,000		5,000	5,000	SAME
Pavement project supervision								1,500	1,500		1,500	1,500	SAME - LAST YR?
Urban Drainage								3,750	3,750		3,750	3,750	SAME
Contingency								5,000	5,000		5,000	5,000	SAME
								2,250	2,250		2,250	2,250	TO BALANCE



Request for Board of Trustee Action

Date: October 17, 2017

Title: Wild Plum Service Plan IGA re: Hunter Run Maintenance

Presented By: J.D. McCrumb, Town Administrator

Prepared By: J.D. McCrumb, Town Administrator

Background: On August 18, 2017 the Board of Trustees approved the Service Plan for the Wild Plum Metro District subject to resolution of the issue concerning the maintenance of Hunter Run Lane and reflection of the same in the final IGA form attached to the Service Plan.

This condition was in response to concerns raised by the Polo Meadows HOA about the metro districts commitment and/or ability to maintain the landscaping along Hunter Run to the standards currently set by the Town and expected by the Polo Meadows homeowners.

The Town of Columbine Valley currently spends approximately \$24,000 in expenditures and staff time per year on the quarter-mile long Hunter Run Lane. This is due in part to the unique characters of the street, including landscaped island and lighting fixtures, and to the need to contract the maintenance of the extensive right-of-way.

Per the Wild Plum Construction Management Plan, approved by the Trustees in August, Town staff will play an extensive oversight role in the upkeep and maintenance of this road throughout the construction of the Wild Plum development, regardless of who maintains Hunter Run landscaping.

Town right-of-way throughout the rest of Columbine Valley is maintained by HOAs or private residences and staff has found no difficulties working with these stakeholders in the upkeep of these spaces. Likewise, staff has no reason to anticipate any problems working with the metro district in the future in the upkeep of Hunter Run Lane, should the IGA be approved as drafted.

Attachments: Proposed IGA between Town and WP Metro District

Fiscal Impacts: Annual savings of approximately \$12,000 of general fund expenditures and \$12,000 of staff time that can be reallocated on Town projects and operations.

Staff Recommendations:

Approve the IGA between the Town of Columbine Valley and Wild Plum Metropolitan District as drafted and presented on August 18, 2017.

Direct staff to work diligently with the Wild Plum developer, Polo Meadows HOA, and future Metro District representatives to ensure a smooth transition from Town maintenance to metro district maintenance, and ensure the condition of Hunter Run is well maintained throughout the construction of the Wild Plum development, and hold the future metro district accountable for the ongoing upkeep of the Town right-of-way.

Recommended Motion(s):

“I move to approve the Intergovernmental Agreement between the Town of Columbine Valley and Wild Plum Metropolitan District as drafted and presented on August 18, 2017 with the aforementioned staff direction.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF COLUMBINE VALLEY
AND WILD PLUM METROPOLITAN DISTRICT**

THIS AGREEMENT is made and entered into by and between the TOWN OF COLUMBINE VALLEY, a municipal corporation of the State of Colorado (“Town”), and WILD PLUM METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”).

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the Town August 15, 2017, as amended from time to time (“Service Plan”); and

WHEREAS, the Service Plan and Title 18 of the Municipal Code of the Town of Columbine Valley require the execution of an intergovernmental agreement between the Town and the District; and

WHEREAS, the Town and the District have determined it to be in their best interests to enter into this Intergovernmental Agreement;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Incorporation by Reference. The Service Plan and Title 18 of the Municipal Code of the Town of Columbine Valley Code (the “Special District Code”) are hereby incorporated in this agreement by this reference, and all capitalized terms not otherwise defined herein shall have the meanings given to them in the Service Plan. The District agrees to comply with all provisions of the Service Plan and the Special District Code.

2. Open Space. Tracts K, L, M and N in the Wild Plum Final Plat are currently owned by the District (the “Open Space”). The Open Space is subject to that easement agreement dated August 29, 1986 and recorded in the Arapahoe County Real Property records at Book 5979, Page 222 (the “Easement”). The Easement requires, *inter alia*, that changes in grading, impacts on ponding and dykes and any improvements associated therewith by submitted to the United States Army Corps of Engineers (the “USACE”) and other state, federal and local governments for review and approval (the “Governmental Approvals”). Tracts K, L, M and N are being modified by the addition of trails and other improvements in conjunction with the Wild Plum Development which will require Governmental Approvals that have not yet been obtained. The District shall work with the Wild Plum developer to diligently and expeditiously pursue the Governmental Approvals, and the District or the developer of Wild Plum shall pay all costs and

expenses associated with the Government Approvals. The District shall keep the Town advised during the processing of the Government Approvals.

Within thirty (30) days of the date that the District, or the developer of Wild Plum, has received all necessary Government Approvals for the Open Space, the District shall convey the Open Space to the Town via special warranty deed. The Town shall be entitled to all legally available remedies to enforce the right to receive a special warranty deed to the Open Space as provided herein, including but not limited to the right of specific performance. In the event the Town is required to exercise its remedies to obtain said deed to the Open Space, the District shall pay all Town costs, including attorney fees, associated with the Town's exercise of its remedies.

3. The Parties agree the Open Space shall be operated and maintained by the District as follows:

a. License. Immediately following the District's conveyance of the Open Space to the District, the Town shall grant the District a license in the form attached hereto as Attachment A (the "License") to permit the District to operate and maintain the Open Space.

b. Maintenance Obligation and Standards. The District shall manage, operate, maintain, repair, and rehabilitate the Open Space, including, without limitation, all permitting including future Governmental Approvals and any trails located thereon, pursuant to and in accordance with the Approved Development Plan, the Service Plan, the Easement and this Agreement. Maintenance of the Open Space shall be performed in a manner commensurate with the quality of the Town in general and according to best practices in the Denver metropolitan area. The District's management and administration of the Open Space shall cause use of the Open Space to be in compliance with all applicable laws and regulations, including, but not limited to, those adopted by the Town.

c. Rules and Regulations. The District shall promulgate rules and regulations for the management of the Open Space (the "Rules and Regulations"). The Rules and Regulations shall permit public access to the Open Space for safe and aesthetically pleasing use in a manner harmonious with the nature of the Town and the Wild Plum development and that avoids overburdening the Open Space. The Rules and Regulations shall be subject to review and approval by the Town and shall not become effective until approved by the Town.

d. Budget. The District shall prepare a separate budget for the ongoing operation and maintenance of the Open Space (the "Open Space Budget"). No later than July 31 annually, the District shall submit the Open Space Budget to the Town for review and comment.

4. Hunter Run Lane. The District shall, on or before December 31, 2017, assume the obligation to operate, maintain and replace all landscaping (including irrigation planting, mowing and weeding) and lighting in all areas of Town right-of-way for the entire length of Hunter Run Lane. Such operation and maintenance shall be performed in a manner commensurate with the quality of the Town in general and according to best practices in the Denver metropolitan area. The street, curb and gutters for Hunter Run Lane will be operated and maintained by the Town, such operations to include snow plowing.

5. Insurance. The District shall secure and maintain for the term of this agreement adequate insurance coverage from companies licensed in the State of Colorado as will protect itself and the Town, and each of its trustees, employees, agents, and consultants from claims of personal injury, death, and property damage, which may occur on or in connection with the Open Space. The Town and its trustees, officers, employees, and agents shall be named as an additional insured on the District's insurance policy. To provide evidence of the required insurance coverage, copies of certificates of insurance shall be furnished to the Town.

6. Indemnification. To the extent permitted by law, the District shall indemnify, defend and hold harmless the Town and each of its trustees, employees, agents and consultants (collectively the "Indemnitees"), from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities of, by or with respect to, third parties to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the District or any of its subcontractors, agents or employees, or the agents or employees of any subcontractors, in connection with this agreement or which causes or allows to continue a condition or event which deprives the Indemnitees, as applicable, of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as amended from time to time. Provided, however, that the District shall not be liable for any claim, loss, damage, injury or liability arising out of intentional or negligent acts or omissions of the Indemnitees. The obligations of this Section shall survive termination or expiration of this agreement. The District's obligations hereunder shall be to the fullest extent permitted by law and nothing in this agreement shall be construed as requiring the District to defend in litigation, indemnify, or insure the Town against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the Town or any third party under the control or supervision of the Town.

7. Bankruptcy Limitation. All of the limitations contained in the Service Plan and this agreement, including, but not limited to, those pertaining to any maximum mill levy the District is permitted to impose, have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

a. shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan amendment; and

b. are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C, Section 903) and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

8. Enforcement. The parties agree that this agreement may be enforced in law, or in equity for specific performance, injunctive, or other appropriate relief. The parties also agree that this agreement may be enforced pursuant to Section 32-1-207, C.R.S. and other provisions

of Title 32, Article 1, C.R.S., granting rights to municipalities or counties approving a service plan of a special district. The District also hereby agrees that the Town may enforce the District's obligations in Paragraph 3 regarding obtaining Governmental Approvals and conveying the Open Space to the Town by specific performance.

9. Entire Agreement. This agreement constitutes the entire agreement between the parties and supersedes all prior written or oral agreements, negotiations, or representations and understandings of the parties with respect to the subject matter contained herein.

10. Amendment. This agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the parties hereto.

11. Governing Law; Venue. The internal laws of the State of Colorado shall govern the interpretation and enforcement of this agreement, without giving effect to choice of law or conflict of law principles. The parties hereby submit to the jurisdiction of and venue in the district court in Arapahoe County, Colorado. In any proceeding brought to enforce the provisions of this agreement, the prevailing party therein shall be entitled to an award of reasonable attorneys' fees, actual court costs and other expenses incurred.

12. Beneficiaries. Except as otherwise stated herein, this agreement is intended to describe the rights and responsibilities of and between the named parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as parties.

13. Effect of Invalidity. If any portion of this agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both parties, such portion shall be deemed severable and its invalidity or its unenforceability shall not cause the entire agreement to be terminated.

14. Assignability. Neither the Town nor the District shall assign their rights or delegate their duties hereunder without the prior written consent of the other party.

15. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when given by hand delivery, overnight delivery, mailed by certified or registered mail, postage prepaid, delivered electronically (if confirmed promptly telephonically) or dispatched by telegram or telecopy (if confirmed promptly telephonically), addressed to the following address or at such other address or addresses as any party hereto shall designate in writing to the other party hereto:

To the Town:
Town of Columbine Valley
2 Middlefield Road
Columbine Valley, CO 80123
Phone: 303-795-1434
Email: town@columbinevalley.org

Copy to:

Lee E. Schiller
Town Attorney
Weiner and Schiller, P.C.
6412 So. Quebec Street
Englewood, CO 80111
Tel # 303 779 5200
Fax # 303 779 0736
E-mail: lschiller@wsmpc.com

To the District:

Wild Plum Metropolitan District
c/o CalAtlantic Homes
Attn: Kent Pederson
6161 S. Syracuse Way, Suite 200
Greenwood Village, CO 80111
Phone: 303-486-5002
Email: Kent.Pederson@calatl.com

Copy to:

Spencer Fane LLP
Attn: Matthew R. Dalton
1700 Lincoln Street, Suite 2000
Denver, CO 80203
Phone: 303-839-3800
Email: mdalton@spencerfane.com

16. Successors and Assigns. This agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17. Counterparts. This agreement may be executed in one or more counterparts, each of which, when executed shall constitute but one and the same document.

18. Agreement Not an Indebtedness or Multiple Fiscal Year Financial Obligation. Any financial obligations of the Town or the District under this Agreement shall be subject to annual appropriation by the Town or the District, respectively. The terms and conditions of this Agreement shall not be construed as a multiple-fiscal year direct or indirect debt or other financial obligation of either the Town or the District within the meaning of Article X, Section 20 of the Colorado Constitution.

19. Colorado Governmental Immunity Act. Nothing herein or any actions taken by the Town or the District pursuant to this Agreement shall be deemed a waiver of the sovereign immunity of the Town or the District, respectively, under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as amended from time to time.

[The remainder of this page left intentionally blank.]

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

WILD PLUM METROPOLITAN DISTRICT

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

**TOWN OF COLUMBINE VALLEY,
COLORADO**

By: _____
Richard Champion, Mayor

ATTEST:

By: _____
Town Clerk



Request for Board of Trustee Action

- Date:** October 17, 2017
- Title:** 2018 Budget Request – Gov Pilot Software
- Presented By:** J.D. McCrumb, Town Administrator
- Prepared By:** Stephanie Thelen, Building Department Coordinator
- Background:** Since 2004, the Town’s building department has operated using a combination of handwritten/paper documents and a Microsoft Office software program built in-house by Chief Cottrell. While functional, the current method has numerous drawbacks as outlined in the attached memo.
- In 2017 staff identified both the necessary and optional software needs of the building department, as well as the functions of communications, code enforcement and public works. Multiple software platforms were reviewed and a recommendation has been identified for consideration by the Board of Trustees.
- As requested by the Trustees at the September meeting, staff has reached out to several cities and towns currently utilizing this software and received favorable references. Additionally, Gov Pilot extended the 2017 prices until October 20th as requested by the Town allowing additional time for consideration.
- Attachments:** Memo discussing Gov Pilot Recommendation
Gov Pilot Subscription Agreement
- Fiscal Impacts:** \$10,000 per year subscription fee, plus an additional \$2,000 if the Municipal Court package is added.
- Staff Recommendations:** Staff recommends approval of the Gov Pilot package as presented for inclusion in the 2018 Town Budget.
- Recommended Motion(s):** “I move to include Gov Pilot in the 2018 Town Budget in the amount of \$10,000/\$12,000 and to sign the subscription agreement on or before October 20, 2017.

DATE: September 13, 2017

TO: Board of Trustees

FROM: Stephanie Thelen

SUBJECT: GovPilot Software

This request is for your consideration for the 2018 Budget

Why do we need this?

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

Some shortcomings of the software are:

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

How did Town Staff reach this solution?

Town Staff started by evaluating functional town needs across multiple departments

- Building department
- Public works
- Communication
- Code Enforcement

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

What does it offer the Town?

- Building Department
 - Real time reporting, mobile based
 - Reduced phone calls to the office
 - Applications and registration can be done at any time by citizens and contractors
 - Permit applications and inspections are automatically digital, reducing the need to scan documents.
 - Customizable reporting
 - Real time inspection results available to citizens and contractors
- Public Works
 - Global Positioning System (GPS) / Address Map
 - Inventory tracking
 - Gutter pans
 - Street signs
 - Lamp poles
 - Street Cuts
 - Town land/ Trees
 - Tracked Ownership and maintenance
 - Mobile based
 - Residents will be able to report flooding, ice, snow pack with pictures.
 - Requests/concerns would automatically be routed to the Public Works Department in real time.
- Code Enforcement
 - Global Positioning System (GPS)/ Mapping
 - Upload pictures supporting enforcement violations
 - Can access violations by address
 - Dog licensing is something we could visit in the future
 - Town ordinances would be uploaded into system and entering violations would be seamless. Can generate violation report on the spot if wanted/needed.
- Communications
 - One database for citizen contact information
 - App that can be downloaded to mobile device so citizens will be able to contact Town Hall from anywhere.
 - Send mass texts to residents for emergencies and non-emergencies (Future capability)
 - Send mass email to residents for emergencies and non-emergencies (Future capability)
- Court Database
 - We have the option to add municipal court functions/database

How will this software help staff, residents and contractors?

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

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

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



MASTER SUBSCRIPTION AGREEMENT

Prepared for:

Columbine Valley, CO

Primary Contact

Michael Bonner, Founder & CEO

michael@govpilot.com

Karyn Rosenberg, Senior Sales Executive

karyn@govpilot.com

ANNUAL SUBSCRIPTION PRICE OPTIONS

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

Starter Package: Internal + public GIS & GovAlert App.

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

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

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

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

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

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

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

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

SUBSCRIPTION FEATURES

Number of Authorized Users: Unlimited

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

- Property Type
- Ownership Information
- Property Sales Data
- Property Tax Data
- Traffic Layer
- Google Street View (Where available)
- Google Aerial View (Where available)

Internal GIS Map: Columbine Valley (Included with Subscription)

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

POSSIBLE SUBSCRIPTION-RELATED FEES

LEGACY DATA IMPORT FEE	TBD
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GENERAL INFORMATION

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

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

PROFESSIONAL SERVICES FEES

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

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

PROPERTYPILOT, LLC D/B/A GOVPILOT

CUSTOMER

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Terms and Conditions

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

1. Definitions

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

2. Access to Service

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

3. Data

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

4. Professional Services

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

5. Fees

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

6. Representations and Warranties and Limitation of Liability

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

7. Indemnification

a. Infringement Indemnity

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

- b. **Customer.** To the fullest extent permitted by applicable law, Customer will defend GovPilot from any claim, action or allegation brought against GovPilot arising from Customer's breach of this Agreement, and Customer will pay any final judgments awarded by a court of competent jurisdiction or written settlements entered into with respect to such Third Party Claims, subject to GovPilot's compliance with Section 7(c).

- c. **Procedures.** Any claim subject to indemnification under this Section 7 will be subject to the following provisions:

- (i) the indemnifying Party will be given prompt written notice of the claim by the indemnified Party, provided that any delay in providing notice will not relieve the indemnifying Party of its indemnity obligations under this Agreement unless, and

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

8. Confidential Information.

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

9. Term and Termination

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

10. Miscellaneous

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

reasonably should have known of the breach or claimed breach.

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

ADDENDUM

SELECTED PROCESSES

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.



Request for Board of Trustee Action

Date: October 17, 2017

Title: Trustee Bill #2, Series of 2017: Utility Infrastructure Follow-up

Presented By: Lee Schiller, Town Attorney

Prepared By: Lee Schiller, Town Attorney

Background: During the 2017 Legislative Session, the state legislature passed HB17-1193, concerning the installation of small wireless infrastructure within local government jurisdictions. The law includes provisions extending expedited permitting processes applicable to broadband facilities to small cell facilities, providing for right-of-way access for small cell facilities, providing broadband and telecommunication providers with the right to locate facilities on light poles, traffic signal poles and other utility poles and limiting a local jurisdiction's ability to regulate broadband and telecommunications facilities. HB17-1193 is effective on July 1, 2017.

The Board of Trustees passed an ordinance temporarily prohibiting the installation of new antennas, small cell facilities, towers and wireless service facilities until November 1, 2017 at their Regular Meeting in June, 2017.

At the October 17, 2017 Regular Meeting, an ordinance will be presented for Trustee consideration outlining reasonable regulations to implement HB17-1193.

Attachments: None. This ordinance was not ready for distribution at the time of packet printing.

Staff Recommendations: Approve as presented.



Request for Board of Trustee Action

Date: October 17, 2017

Title: Brookhaven at Columbine Valley-Replat

Presented By: Phil Sieber, Town Planner

Prepared By: Phil Sieber, Town Planner

Background: At the Trustees meeting last month we presented an information only report on the need to amend the Brookhaven Final Plat. The staff is now requesting that the Trustees approve the replat.

In November, 2002 the Board of Trustees approved an administrative amendment to the plat of Brookhaven in order to correct some errors on the original plat. The Board approved the following: a "Vacation Plat" that vacated all the original easements, followed by a "Correction Plat" a replat that contained the correct easement descriptions. When the two documents were recorded, the "Correction Plat" was recorded first followed by the recording of the "Vacation Plat". The result was the vacation of the correct easements that had just been recorded. The sequence of recording the two documents should have been reversed.

Fortunately, this did not create an immediate problem because the County records showed the correction plat as the official subdivision. A problem rose recently when Urban Drainage discovered the vacation action and became very concerned. The Town staff researched the issue and informed Urban Drainage that we would try and correct the problem. That is the purpose of this 2nd Administrative Amendment.

This amendment contains the correct easement descriptions. In addition, the staff is recommending that the Standard Notes be revised and that the plat contain a Tract Summary Chart which specifies the size, ownership and maintenance responsibility for all the easements (Tracts) in Block 3 of the subdivision.

The draft replat was referred to the Brookhaven HOA and on September 29th we met with representatives of the Brookhaven HOA Board. They have reviewed the draft replat. There were minor errors noted and those will be corrected. The major issues were:

1. Tract F is the Tract containing the pump house and is owned by Columbine W&S District. They have not been maintain the entire Tract and the HA would like this rectified.
2. There is a Standard Note relating to sight triangles at intersections. That note was not on the original plat and the HOA

is concerned that addition of the note may create non-conforming features. The staff has done a field check and found 1 intersections that would not comply (list). We have asked the Town Attorney to draft language that would avoid the non-compliance issue.

3. Special Note # 8 is the note that granted two points of access across Tract B to what is now Willowcroft Manor. The Brookhaven HOA states that this obligation was satisfied by the Emergency and Driveway Access Easement granted to Willowcroft (there is language in that easement that says it satisfies the obligation for both access points set forth in the Brookhaven notes). The staff has no problem with amending the note to show that the obligation has been satisfied but we feel that the HOA position should be verified by the Town Attorney.
4. The HOA has raised the questions as to whether we are amending Block 3 only or does the amendment apply to all of Brookhaven (Blocks 1, 2 and 3). The only changes are in Block 3. Therefore the staff feels the Amendment should read "A REPLAT OF BLOCK 3, BROOKHAVEN AT COLUMBINE VALLEY"

Attachments: Brookhaven Replat

Staff Recommendations: The staff recommends approval subject to:

1. The staff to notify Columbine Valley W&S District as to their maintenance responsibility on Tract F.
2. Subject to the opinion of the Town Attorney, Special Note 8 should be amended to state that the obligation to provide two points of access across Tract B has been satisfied.
3. If necessary, a Special Note should be added that would grandfather any intersections that do not comply with the Site Triangle requirement. The grandfather clause would not apply in the corners were re-landscaped.
4. Correction of the minor errors noted by the HOA.

Recommended Motion(s): "Move to approve the 2nd Administrative Amendment to the plat of Brookhaven at Columbine Valley with conditions listed in the staff report.

**2nd ADMINISTRATIVE
BROOKHAVEN AT CO**

A REPLAT OF BLOCK

LEGAL DESCRIPTION

**BLOCK 3, BROOKHAVEN AT COLUMBINE VALLEY AS FILED AT
RECEPTION NUMBER B0161324 IN THE RECORDS OF THE
ARAPAHOE COUNTY CLERK AND RECORDER**

**A PORTION OF THE SW QUARTER OF SECTION 17 AND NW QUARTER OF SECTION 21
TOWN OF COLUMBINE VALLEY, COUNTY OF**

**THE OWNER(S) OF THE (NAME OF PLANNED DEVELOPMENT) KNOWN AS (PROJECT/SUBDIVISION
NAME), THEIR RESPECTIVE SUCCESSORS, HEIRS AND/OR ASSIGNS AGREE TO THE FOLLOWING:**

- **Improvements Completed**
That no development, construction or improvements shall be certified for occupancy unless and until all required public improvements, as defined within the Subdivider Improvements Agreement for this (plan/plot) are in place and accepted, or a deferral has been approved, by the Town of Columbine Valley.
- **Emergency and Service Vehicle Access**
The emergency and service vehicle access easement(s) shown hereon shall be constructed and maintained by the owner and subsequent owners, heirs, successors and assigns or HOA. In the event that such construction and maintenance is not performed by said owner, the Town of Columbine Valley shall have the right to enter such easements and perform necessary work, the cost of which said owner, heirs, successors and assigns agree to pay upon billing.
- **Storm Drainage Easements**
When stormwater drainage easement(s) are required, the following language shall appear on the face of the plot:

"The stormwater drainage easement(s) shown hereon is (are) for the purpose of access, operation, maintenance, repair and alternation of the stormwater quantity and quality management system/facilities included within the said easement(s). The operation, maintenance and repair of such stormwater management system/facilities shall be the responsibility of the owner and subsequent owners, heirs, successors and assigns or HOA (Homeowners Association). In the event that the operation, maintenance and repair of the stormwater management system/facilities are not performed by said owner, the Town of Columbine Valley shall have the right to allow the HOA to enter such easement(s) and perform the necessary work, the cost of which said owner, heirs, successor and assigns agree to pay upon billing. Any claims and resulting judgments for damage to downstream properties caused by the lack of adequate maintenance being performed by the said property owner shall be borne solely by the said property owner. The property owner hereby releases, indemnifies and holds harmless the Town of Columbine Valley from any and all liability resulting from the lack of adequate maintenance of said stormwater management system/facilities. No buildings, fills, excavations, structures, fences or other alterations shall be constructed within a stormwater drainage easement(s) without the express written consent of the Town."
- **Street Maintenance**
It is mutually understood and agreed that the dedicated roadways shown on this plot/plan will not be maintained by the Town until and unless the streets are constructed in accordance with the subdivision regulations in effect at the date construction plans are approved, and provided construction of said roadways is started within one year of the construction plan approval. The owner and subsequent owners, heirs, successors and assigns or HOA shall be responsible for street maintenance until such time as the Town accepts the responsibility for maintenance as stated above.
- **Landscape Maintenance**
The owners, their successors and/or assigns in interest or other entity other than the Town of Columbine Valley shall be responsible for maintenance and upkeep of the perimeter fencing, landscaped areas and sidewalks within the public ROW adjacent to this Planned Development.

The owners, their successors and/or assigns in interest other than the Town shall be responsible to maintain all common open space and other landscaped areas associated with this development.
- **Sight Triangle Maintenance/Clearance**
Corner vision clearance requirement: No fence, wall, hedge, shrub, structure or other obstruction to view that is more than forty-two inches (42") in height shall be erected, placed or maintained within a triangle formed by the point of intersection of lot lines abutting a street and the points located along the lot lines thirty feet (30') from the point of intersection.
- **Drives, Parking Area and Utility Easements Maintenance**
The owners, their successors and/or assigns in interest other than the Town of Columbine Valley shall be responsible for maintenance and upkeep of any and all drives, parking areas and easements (i.e., cross access easements, drainage easements, etc.).
- **Private Street Maintenance (If Applicable)**
It is mutually understood and agreed that the private roadways shown on this plot/plan that are not in conformance with the Town of Columbine Valley roadway design and construction standards will not be maintained by the Town until and unless the streets are constructed in conformance with the Town's regulations in effect at the date of the request for dedication. The owners, developers and/or subdividers, their successors and/or assigns in interest, or HOA shall be responsible for street maintenance until such time as the Town accepts responsibility for maintenance as stated above.
- **Building Permits/Certificates of Occupancy**
No building permits or Certificates of Occupancy (CO's) will be approved or issued until the Town Administrator or Town Planner have determined that the structures proposed in the building permit applications or Certificate of Occupancy are consistent with the structural elevations contained in the approved final development Plan.
- **Final Plan Cross-Reference**
There is an approved final plat for the property covered by this Planned Development plan. The final plat contains survey data, lot dimensions, easements dimensions and purpose, special and standard notes, and other information relevant to the property. The

SPECIAL NOTES

1. EIGHT FOOT (8) WIDE UTILITY EASEMENTS ARE HEREBY GRANTED ON PRIVATE PROPERTY ADJACENT TO THE FRONT AND REAR LOT LINES OF EACH LOT IN THE SUBDIVISION OR PLATTED AREA. THESE EASEMENTS ARE DEDICATED FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION, CABLE AND TELECOMMUNICATIONS FACILITIES. UTILITIES SHALL ALSO BE PERMITTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES AND WATER METERS SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS.
2. THIS LAND SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR A TITLE INSURANCE POLICY AS REQUESTED BY THE CLIENT.

NO TITLE SEARCH WAS PERFORMED BY NOLTE ASSOCIATES INC, TO DETERMINE OWNERSHIP, RIGHT OF WAY, OR OTHER MATTERS OF RECORD. SAID TITLE COMMITMENT TO TITLE INSURANCE POLICY COULD REVEAL AFOREMENTIONED MATTERS OF RECORD NOT SHOWN ON THIS LAND SURVEY PLAT.
3. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
4. BASED ON FLOOD INSURANCE RATE MAP NO. 0800500435 J COVERING PART OF ARAPAHOE COUNTY AND DATED AUGUST 16, 1995 ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, A PORTION OF THE SUBJECT PROPERTY IS WITHIN ZONE A, A SPECIAL FLOOD HAZARD AREA INUNDTATED BY THE 100 YEAR FLOOD AND A PORTION OF THE SUBJECT PROPERTY IS ALSO WITHIN ZONE X A 500 YEAR FLOOD AREA.
5. ALL BEARINGS SHOWN HEREON ARE RELATIVE TO A PORTION OF THE WEST LINE OF THE NORTHWEST ONE QUARTER SECTION OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN., THE BEARING IS ASSUMED TO BEAR SOUTH 00'22'29" WEST.
6. THE ROADS SHOWN HEREIN ARE DEDICATED FOR THE PUBLIC USE FOR VEHICLES, PEDESTRIANS, UTILITIES AND DRAINAGE.
7. THE TOWN AGREES THAT THOSE AREAS DESIGNATED AS PLANNING AREAS SHALL BE PERMITTED TO HAVE A TOTAL DENSITY OF FORTY-SEVEN (47) AT SUCH TIME AS A PLAN IS SUBMITTED TO THE TOWN. WITH RESPECT TO BLOCK 1 AND BLOCK 2 THE DENSITY OF FORTY-SEVEN UNITS MAY BE LOCATED IN BLOCK 1 AND BLOCK 2 IN ANY MANNER WHICH IS MUTUALLY ACCEPTABLE TO THE TOWN AND TO THE APPLICANT, MOREOVER, THE PARTIES AGREE THAT NO ADDITIONAL LAND DEDICATED OR OPEN SPACE WILL BE REQUIRED BY THE TOWN IN CONNECTION WITH THE APPROVAL OF THE FINAL PLAT OF BLOCK 1 AND BLOCK 2.
8. THE OWNERS OF THE SUBDIVISION KNOWN AS BROOKHAVEN AT COLUMBINE VALLEY, IT HEIRS, SUCCESSORS OR ASSIGNS IN INTEREST AGREE THAT THE WOLF PARCEL, LOTS 20, 22 AND 23, WALTER BOWLES GARDEN SHALL HAVE TWO ACCESS POINTS ACROSS TACT B WHICH SHALL BE GRANTED AT THE TIME OF FUTURE DEVELOPMENT, BY THE TOWN OF COLUMBINE VALLEY TO THE RECORDED OWNERS OF WOLF PARCEL, LOTS 20, 22 AND 23, WALTER BOWLES GARDENS. THE POINT OF ACCESS ONTO BROOKHAVEN LANE SHALL BE AS APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF COLUMBINE VALLEY.
9. ENTRY FEATURES AND LANDSCAPING SHALL BE ALLOWED IN

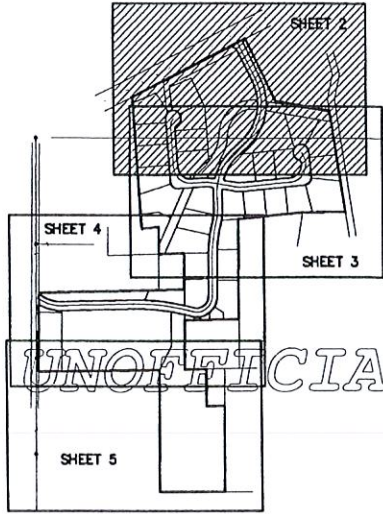
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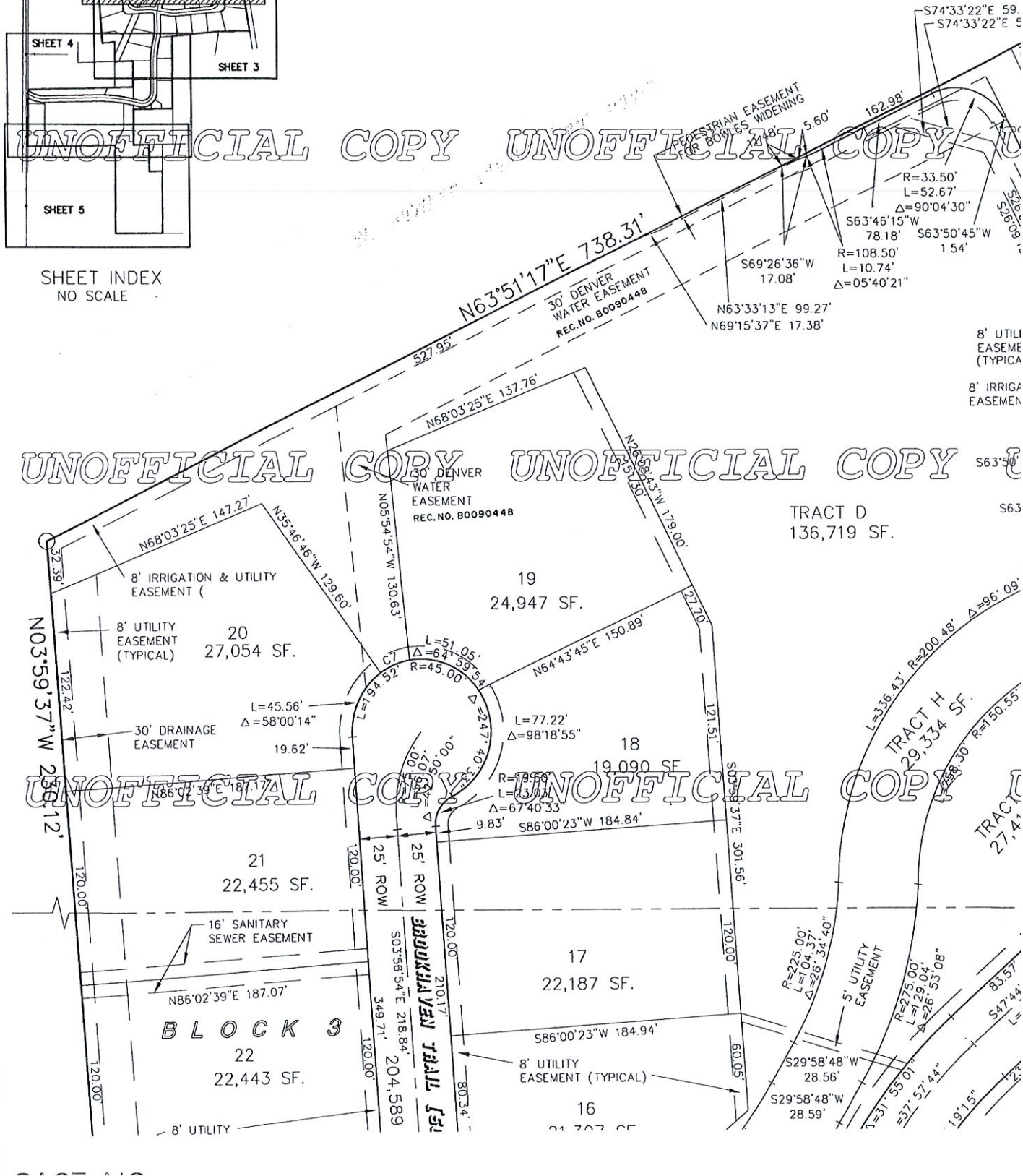
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FIRST ADMINISTRATIVE BROOKHAVEN AT

A REPLAT OF BLOCK 3
A PORTION OF THE SW QUARTER OF SECTION 17 AND NW QUARTER OF SECTION 18
TOWN OF COLUMBINE VALLEY, COUNTY OF GARFIELD, COLORADO
SHEET 1



SHEET INDEX
NO SCALE



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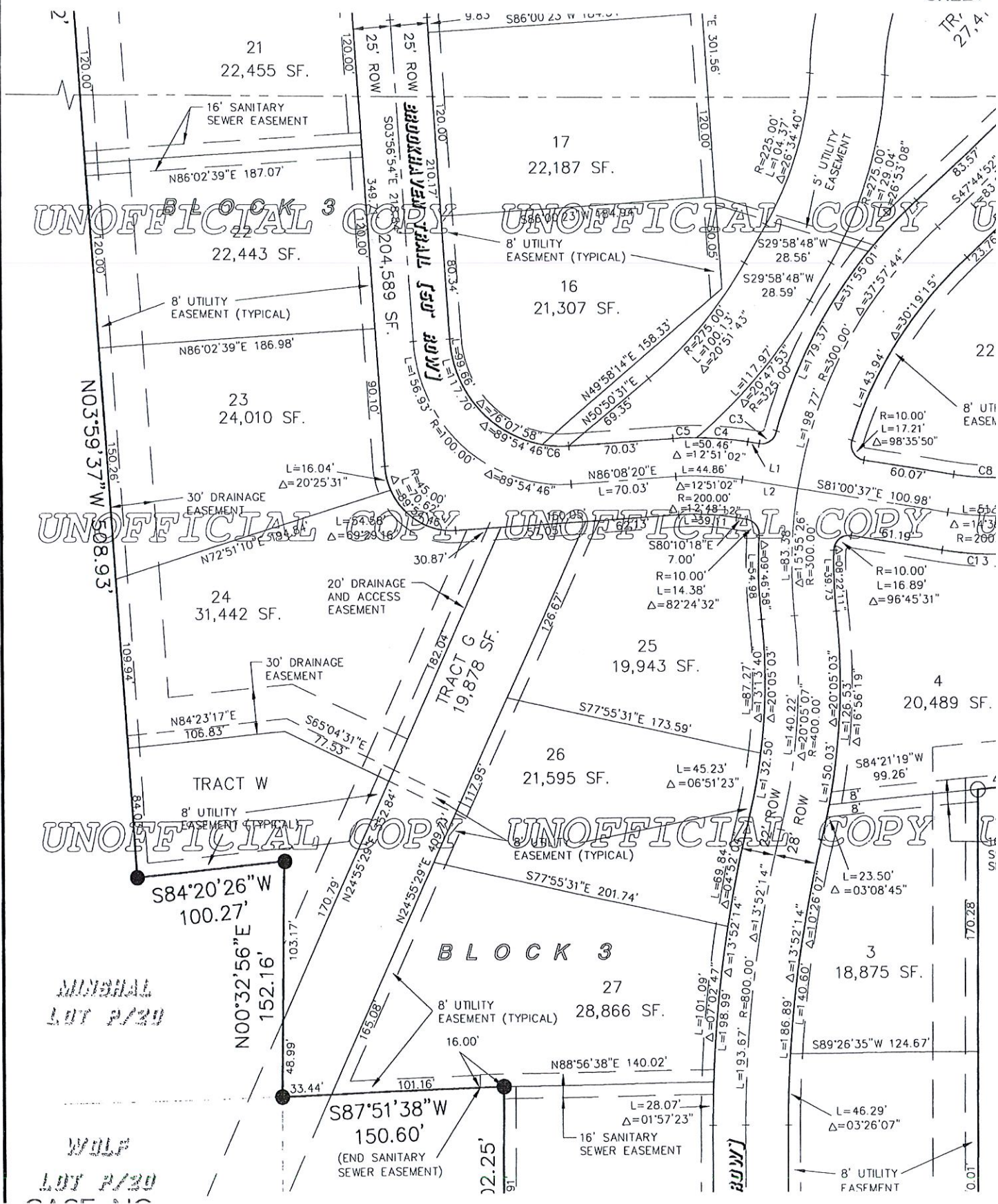
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FILE
DATE
REPLAT
COLUMBINE VALLEY
SHEET NO.
BLOCK NO.
SECTION NO.
TOWNSHIP
RANGE
COUNTY
STATE

FIRST ADMINISTRATIVE BROOKHAVEN AT C

A REPLAT OF BLOCK 3
A PORTION OF THE SW QUARTER OF SECTION 17 AND NW QUARTER OF SECTION 20
TOWN OF COLUMBINE VALLEY, COUNTY OF WYOMING
SHEET 27.4



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BLOCK 3

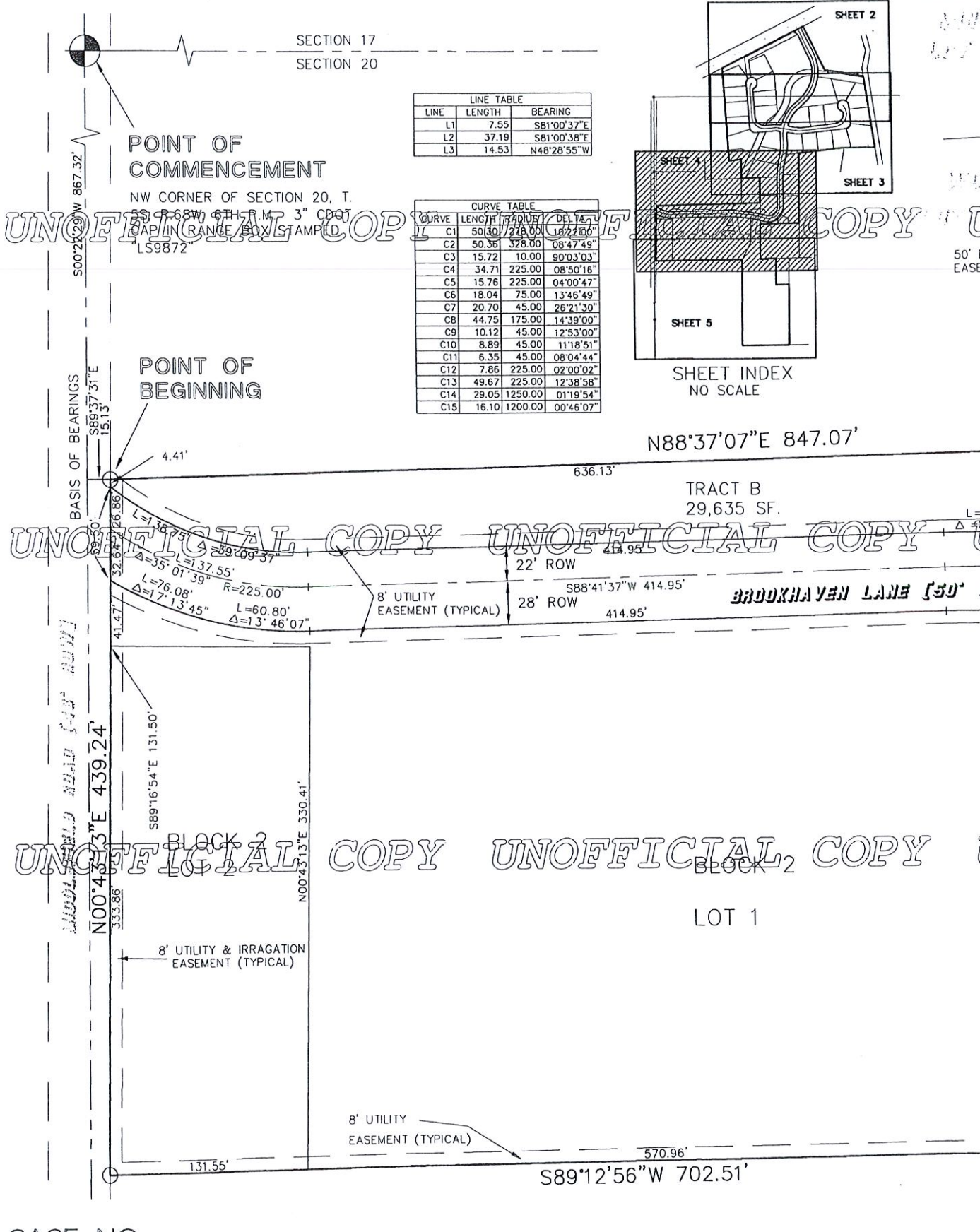
ORIGINAL
LOT 2/20

WOLF
LOT 2/20

STATE OF WYOMING
COUNTY OF WYOMING
TOWN OF COLUMBINE VALLEY
BLOCK 3
SHEET 27.4

FIRST ADMINISTRATIVE BROOKHAVEN AT

A REPLAT OF BLOCK 2
A PORTION OF THE SW QUARTER OF SECTION 17 AND NW QUARTER OF SECTION 20
TOWN OF COLUMBINE VALLEY, COUNTY OF WASHINGTON, COLORADO
SHEET 1

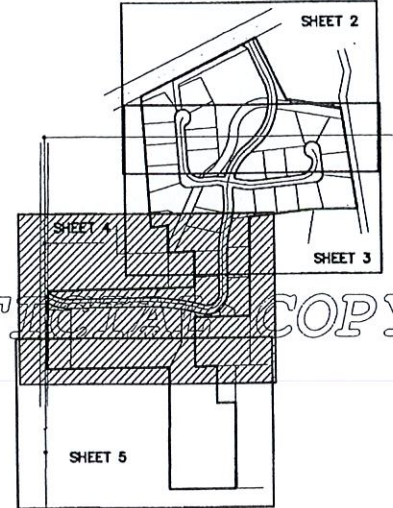


LINE TABLE

LINE	LENGTH	BEARING
L1	7.55	S81°00'37\"E
L2	37.19	S81°00'38\"E
L3	14.53	N48°28'55\"W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	50.30	278.00	18°22'00\"
C2	50.35	328.00	08°47'49\"
C3	15.72	10.00	90°03'03\"
C4	34.71	225.00	08°50'16\"
C5	15.76	225.00	04°00'47\"
C6	18.04	75.00	13°46'49\"
C7	20.70	45.00	26°21'30\"
C8	44.75	175.00	14°39'00\"
C9	10.12	45.00	12°53'00\"
C10	8.89	45.00	11°18'51\"
C11	6.35	45.00	08°04'44\"
C12	7.86	225.00	02°00'02\"
C13	49.67	225.00	12°38'58\"
C14	29.05	1250.00	01°19'54\"
C15	16.10	1200.00	00°46'07\"



SHEET INDEX
NO SCALE

N88°37'07\"E 847.07'

TRACT B
29,635 SF.

BROOKHAVEN LANE (50' ROW)

LOT 1

DATE: 10/15/14
PROJECT: BROOKHAVEN AT
DRAWN BY: J. J. ...
CHECKED BY: ...
SCALE: AS SHOWN
SHEET NO. 1 OF 5



Request for Board of Trustee Action

Date: October 17, 2017

Title: Utility Area – South of Wilder Lane

Presented By: Brent Kaslon, Assistant Town Planner

Prepared By: Brent Kaslon, Assistant Town Planner

Background: The utility area south of the Wilder Lane monument sign is unsightly and the Trustees requested that staff consider possibilities for the area. Staff has come up with some recommendations to clean the area up and help screen the boxes. These improvements include a low fence that would block some of the boxes (but not the full height), adjacent landscaping that would create a planted “wall”, and painting the boxes.

Fence Option: The fence would need to be low enough not to interfere with the sight distance triangle at the entrance to Wilder Lane. Lastly, the fence would need to be installed in a way that utility workers can still have clear space to access the boxes, which may be hard to achieve.

Landscape Option: Landscape options include planting a “wall” of ornamental grasses with other plantings where we have clear access to do so. The landscape approach would allow for utility workers to access the boxes. The proposal would extend the existing bed at the South Wilder Lane property line and bring rock mulch throughout the utility area. Strategic planting would be designed per the guidelines of the utility companies.

Painting Option: Painting the boxes a consistent color will help to hide them. It is recommended that this option be selected in combination with either the fence option or landscape option. Painting should be done regardless of additional screening to add uniformity.

Conclusions: The Town will need to get approval from the utility companies if we chose to fence the area and they may or may not approve the location. We will also need to check with them prior to painting. We will not necessarily need to get the approval of the utility companies to landscape the area if the Town follows their guidelines.

Attachments: Fencing Exhibit
Landscape Plan Exhibit
Estimates of Probable Cost

Fiscal Impacts: The Town would need to cover the costs of the improvements.
To add fencing only our estimate of probable cost is approximately \$6,000
To add landscape only our estimate of probable cost is approximately \$5,000.

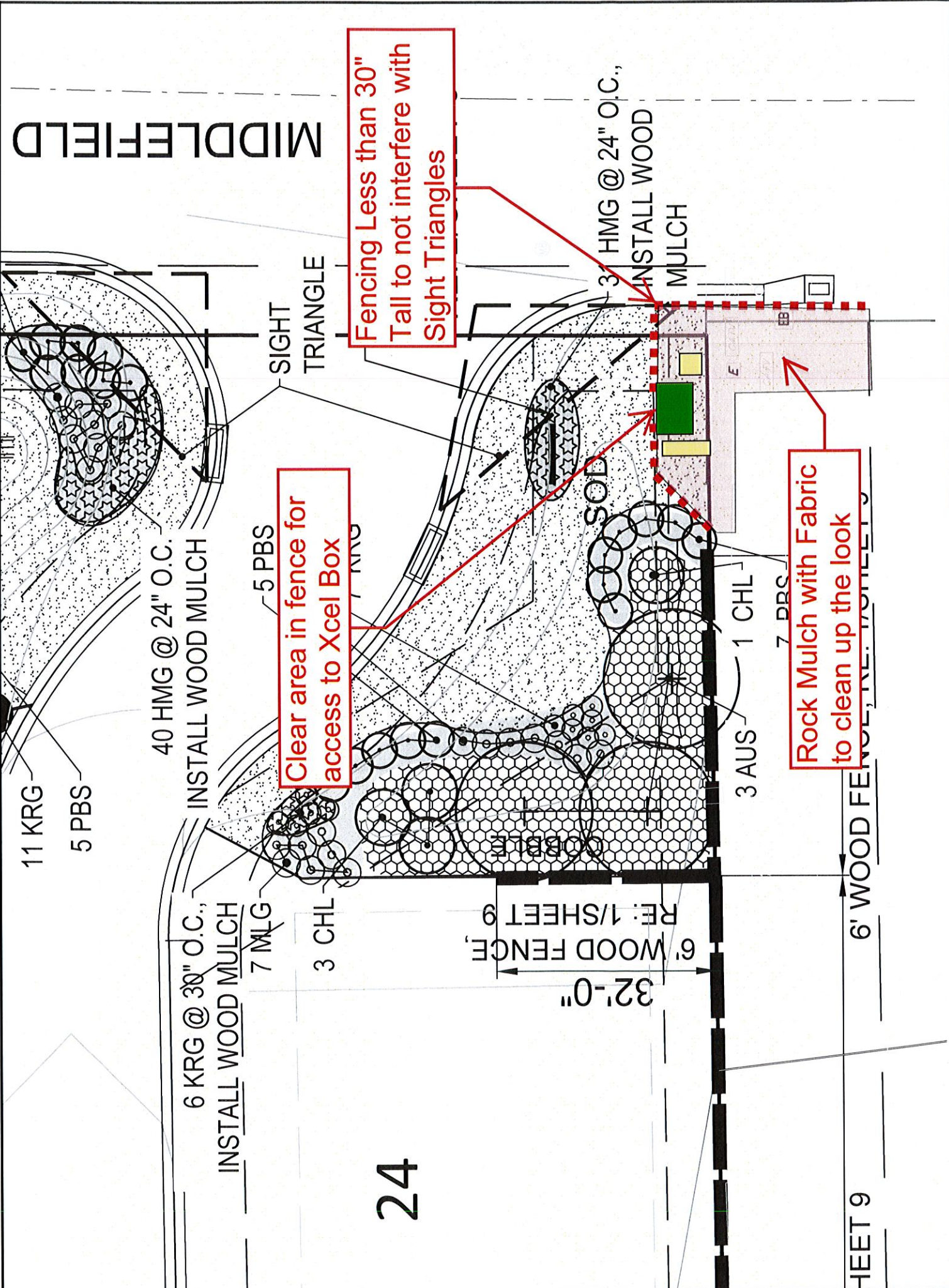
Staff Recommendations: The area needs to at least be regraded and have rock mulch added to clean up the area. The boxes should also be painted at a minimum to help to create a uniform look. If more needs to be done, staff recommends that the landscape option be used as it is less money but also is more easily assessable to the utility companies and less likely to be damaged by frequent use by the utility workers.

Recommended Motion(s): “I move to allocate \$3,000 in the 2018 budget to regrade and add rock mulch to the ‘Wilder Lane utility area’ and to paint the equipment to create a uniform look.”

Or

“I move to allocate \$5,000 in the 2018 budget to implement the landscape option as presented to ‘Wilder Lane utility area’.”

MIDDLEFIELD



Fencing Less than 30"
Tall to not interfere with
Sight Triangles

Clear area in fence for
access to Xcel Box

Rock Mulch with Fabric
to clean up the look

24

11 KRG
5 PBS

40 HMG @ 24" O.C.
INSTALL WOOD MULCH

5 PBS

SIGHT
TRIANGLE

6 KRG @ 30" O.C.,
INSTALL WOOD MULCH

7 MLG

3 CHL

6' WOOD FENCE,
RE: 1/SHEET 9

32'-0"

SOD

COBBLE

3 AUS
1 CHL

7 PBS

31 HMG @ 24" O.C.,
INSTALL WOOD
MULCH

6' WOOD FENCE

SHEET 9

MIDDLEFIELD

COMMUNITY MONUMENT, RE: 2/SHEET 9

31 HMG @ 24" O.C. INSTALL WOOD MULCH

SIGHT TRIANGLE

40 HMG @ 24" O.C. INSTALL WOOD MULCH

5 PBS
7 MLG
7 KRG

11 KRG
5 PBS

6 KRG @ 30" O.C. INSTALL WOOD MULCH

7 MLG
3 CHL

SOD

1 CHL
7 PRS

Regrade and add rock mulch and strategically placed plantings

6' WOOD FENCE RE: 1/SHEET 9

32'-0"

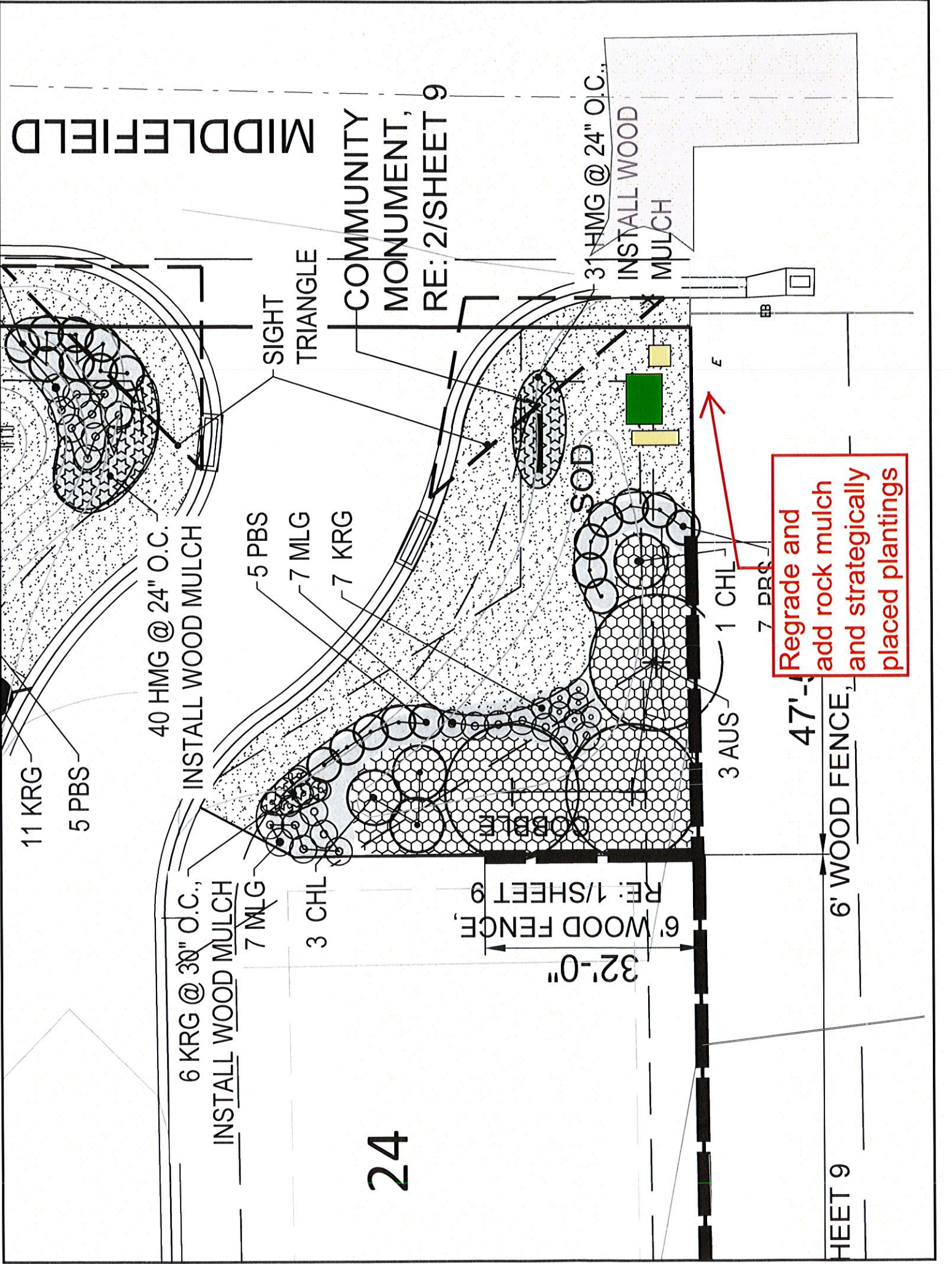
3 AUS

47'-0"

6' WOOD FENCE

SHEET 9

24



Opinion of Probable Cost

Wilder Lane Utility Area - Fence

Town of Columbine Valley

September 25, 2017

Description	Size	Quantity	Unit Price	Total Price
General Conditions				
Mobilization		1 ls		\$350.00
Site Work				
Fine Grading		1,000 sf	\$1.00	\$1,000.00
Painting Boxes		1 ls		\$500.00
Fencing		65 lf	\$25.00	\$1,625.00
Landscape Materials				
Rock Mulch with Weed Barrier Fabric		1,000 sf	\$0.80	\$800.00
Irrigation				
Repair Irrigation		500 sf	\$1.50	\$750.00
			Subtotal	\$5,025.00
			20% - Contingency	\$1,005.00
			Grand Total	\$6,030.00

Qualifications:

1 Prices do not include applicable taxes.

Opinion of Probable Cost

Wilder Lane Utility Area - Landscape Only

Town of Columbine Valley

September 25, 2017

Description	Size	Quantity	Unit Price	Total Price
General Conditions				
Mobilization		1 ls		\$250.00
Site Work				
Fine Grading		1,000 sf	\$1.00	\$1,000.00
Painting Boxes		1 ls		\$500.00
Landscape Materials				
Rock Mulch with Weed Barrier Fabric		1,000 sf	\$0.80	\$800.00
Ornamental Grasses		20 ea	\$20.00	\$400.00
Shrubs		10 ea	\$45.00	\$450.00
Irrigation				
Repair Irrigation		500 sf	\$1.50	\$750.00
			Subtotal	\$4,150.00
			20% - Contingency	\$830.00
			Grand Total	\$4,980.00

Qualifications:

1 Prices do not include applicable taxes.



Request for Board of Trustee Action

Date: October 17, 2017

Title: Set date for Special Meeting and Cancel Regular Meeting

Presented By: J.D. McCrumb, Town Administrator

Prepared By: J.D. McCrumb, Town Administrator

Background: Since the date of the November Regular trustee meeting falls in Thanksgiving week this year, November 21, 2017, a special meeting will be held on Tuesday, November 14, 2017 at 6:30 p.m. (with a public hearing on the 2018 Town Budget set for 6:15 p.m.) at the Columbine Valley Town Hall. The regular meeting on the 21st will be canceled.

Recommended Motion: “I move to set a Special Meeting for Tuesday, November 14, 2017 at 6:30 p.m. to consider Town business including the 2018 budget on 1st reading and to cancel the Regular Meeting on Tuesday, November 21, 2017”.