

TOWN OF COLUMBINE VALLEY
BOARD OF TRUSTEES MEETING
February 16, 2016

A G E N D A

- | | |
|---|---|
| PUBLIC HEARING: 2015 Building Code | 6:15PM |
| 1. ROLL CALL | 6:30PM |
| 2. PLEDGE OF ALLEGIANCE | |
| 3. APPROVAL OF MINUTES
January 19, 2016
January 28, 2016 | Mayor Christy |
| 4. CITIZENS CONCERNS
Columbine Country Club
HOA Representatives
Public At-large | Mayor Christy |
| 5. MAYOR'S COMMENTS | Mayor Christy |
| 6. POLICE DEPARTMENT REPORT | Chief Cottrell |
| 7. TRUSTEE REPORTS:
Building Commissioner
Planning & Development
Public Safety
Public Works
Special Affairs
Finance
Town Administrator | Trustee May
Trustee Best
Trustee Menk
Trustee Newland
Trustee Champion
Trustee Cope
Mr. McCrumb |
| 8. OLD BUSINESS
Trustee Bill #1, Series 2016 Adopt 2015 IBC (2 nd Reading)
Contract for New Town Hall Phone System | Mr. Thelen
Ms. Struthers |
| 9. NEW BUSINESS
Town Hall Building Renovation
Set Public Hearing for February 15, 2016 (CCC)
Bow Mar Intergovernmental Agreement (Election Space)
Construction Impact Fee | Mr. McCrumb
Mr. McCrumb
Mr. Schiller
Mr. Schiller |
| 10. ADJOURNMENT | |

TOWN OF COLUMBINE VALLEY
BOARD OF TRUSTEES
January 19, 2016 Minutes

Mayor Christy called the Board meeting 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: Gale Christy, Dave Cope, Richard Champion, Bruce Menk, Jim Newland, Jeff May and Mark Best
Also present: J.D. McCrumb, Lee Schiller, Bret Cottrell, Phil Sieber, Jeff Tempas, Jim Thelen, Troy Carmann and Dana Struthers

MINUTES: The minutes of the November 17, 2015 meeting were approved
The minutes of the December 8, 2015 meeting were approved as corrected

CITIZEN CONCERNS: Tom McWilliams, 17 Club Lane: following up on discussions with staff and letter/petition sent to Town in June of last year regarding concerns of increased noise associated with the renovation of the pool and tennis facilities. He asked that reasonable operating hours be placed on activity at that location so that he and his neighbors would not be disturbed.

MAYOR'S COMMENTS: The Mayor had no comments

POLICE DEPARTMENT:

- Chief Cottrell presented the attached report for December 2015
- Chief Cottrell notified the Board of several mail thefts in Bow Mar

TRUSTEE REPORTS:

Building Commissioner: Trustee May presented the attached report

Planning and Development: Mr. Sieber presented the attached development update.

Public Safety: Trustee Menk had no comments

Public Works: Trustee Newland provided the board with an early update on the 2016 roads project

Special Affairs: Trustee Champion had no comments

Finance: Mr. Tempas presented the attached financials

Town Administrator: Mr. McCrumb presented the attached report

OLD BUSINESS:

- **Trustee Bill #11, Series 2015 Columbine Park (2nd Reading):** Mr. Schiller presented to the Trustees the case to create a park based on new park funding policy. The new park would be comprised of the one acre of land on which Columbine Valley Town Hall sits.
ACTION: upon a motion by Trustee Cope and a second by Trustee Menk, the Board unanimously approved Trustee Bill #11, Series 2015 on 2nd Reading.

NEW BUSINESS:

- **Trustee Bill #1, Series 2016 Building Code (1st Reading):** Trustee May introduced Mr. Thelen, Town Building Inspector, to present for consideration the 2015 updates to the Town Building Codes. The Trustees discussed at length the proposed fee increase and asked staff to provide more information for consideration at 2nd reading.
ACTION: upon a motion by Trustee Champion and a second by Trustee Best, the Board of Trustees unanimously approved scheduling a Public Hearing on this matter for Tuesday, February 16, 2016 at 6:15 pm.
ACTION: upon a motion by Trustee Champion and a second by Trustee Best, the Board of Trustees unanimously approved Trustee Bill #2, Series 2015 on 1st Reading holding permit fees at the current (2008) levels.
- **Auditors Engagement Letter:** Mr. Tempas also presented to the board the audit engagement letter from Clifton Larsen Allen including the scope of work and fee of \$15,000.
ACTION: upon a motion by Trustee Cope and a second by Trustee Newland, the Board unanimously approved signing the engagement letter.
- **Appointment to P&Z:** No action was taken at this time. The issue was tabled for a date to be determined.
- **Contract for New Town Hall Phone System:** Ms. Struthers presented three bids for a new telephone system for Town Hall and a recommendation for action. The Trustees discussed the proposals and directed staff to look at an additional vendor. The issue was tables until the February meeting.
- **Bow Mar Intergovernmental Agreement:** No action was taken at this time.

EXECUTIVE SESSION: Upon a motion by Trustee Newland and a second by Trustee Champion, the Board unanimously approved entering into executive session at 8:47 p.m. to approve the minutes of November 17, 2015 and to conference with the Town Attorney for the purpose contract negotiations with Bow Mar regarding IGA under CRS 24-6-402(4)(b).

RETURN TO THE RECORD: The Board returned to the record at 9:23 p.m.

ADJOURNMENT: There being no further business, the meeting was adjourned at 9:25 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.*

TOWN OF COLUMBINE VALLEY
BOARD OF TRUSTEES – SPECIAL MEETING
January 28, 2016 Minutes

Mayor Christy called the Board meeting 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:	Gale Christy, Dave Cope, Richard Champion, Jeff May and Mark Best
Absent:	Bruce Menk and Jim Newland
Also present:	J.D. McCrumb, Lee Schiller, Phil Sieber, Jeff Tempas, Troy Carmann and Brent Kaslon. For the Club Conor Bancroft, Michael Bratcher and David Henry

NEW BUSINESS:

- **Preliminary Development Plan of the Columbine Country Club:** The Town Planner along with Mr. Carmann and Mr. Kaslon presented a report containing a summary of the Columbine Country Club's preliminary development plan and preliminary plat, and a summary of staff findings (see attached report) including:
 - Number of parking spaces required for anticipated square footage of club
 - Need for drainage analysis and potential solutions
 - Concern over design and access of service delivery area

The Trustees discussed the plan in depth. The Trustees asked the Club to clarify their intent regarding the future ballroom/pavilion addition and recommended that element be included in the final plan. The Trustees also requested a parking study be presented along with the final plan to address future parking requirements of the club.

ACTION: upon a motion by Trustee Best and a second by Trustee Champion the Board unanimously approved the Preliminary Plan for the Columbine Country Club subject to staff conditions and the inclusion of the pavilion and parking details.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:52 p.m.

Submitted by,
J.D. McCrumb
Town Administrator

The Hudson Gardens & Event Center has evolved from a gated facility with controlled entry points to a public garden that offers free admission and operates like open space. Its primary entrance is located at a visitor welcome center located along Santa Fe Drive. Its secondary entrance is located along its western perimeter, which (along with the entire western boundary of the property) lies adjacent to the Mary Carter Greenway Trail ('Trail'). The Trail is a 9.8 mile paved trail located along the South Platte River corridor. It is part of a larger network of regional trails that connects users to many recreational destinations within the Denver Metropolitan area and is enjoyed by approximately 580,000 users each year.

The junction between Hudson Gardens and Trail is an important component of Hudson Gardens' connectivity to the City of Littleton and surrounding communities. The area features the entrance to Hudson Gardens, a small seasonal snack shop, a shaded picnic structure, movable tables and chairs, and restrooms, all of which combine to make the area a popular destination and hub of activity along the Trail for cyclists and other users, particularly during summer months.

Despite the high usage of this area, Trail users are not attracted into Hudson Gardens, and Hudson Gardens' visitors are not attracted onto the Trail. Integrating the Trail with Hudson Gardens has the potential to broaden the experiences of Trail users and increase public visitation to Hudson Gardens. Heightened visitation will introduce new and expanded audiences to Hudson Gardens, enabling the institution to more

widely connect its mission, exhibits, and programs with the greater public. Conversely, connecting Trail users with the rich recreational, cultural, educational, and artistic amenities within Hudson Gardens enhances the regional value of the South Platte River corridor and diversifies the range of experiences available to Trail users.

Integrating the Trail with Hudson Gardens was identified as a “quick win” in the South Platte River Corridor Vision Report (2013) and identified as a priority in Hudson Gardens’ ten year facility master plan (2014). A survey of Trail users and Hudson Gardens’ visitors validated the need and community support for this project, and a four-phase project master plan for ‘River Integration’ was completed in 2014. The major improvements outlined in the master plan include:

- Improved circulation with more direct connections from Hudson Gardens’ main entry to its Trail entrance, including the development of a trailhead that provides vehicular parking areas and permits direct pedestrian and bicycle access from South Santa Fe Drive to the Trail;
- A better-developed western edge of the property featuring improved landscaping and beautification, improved gateways and additional facility access points from the Trail; and
- The creation of nature play exhibits that attract new audiences and enhance the experiences for those that enter the property.

The first phase of River Integration primarily centers on physical connectivity and trail development, including the creation of a trailhead and parking lot with 45 parking spaces and an ADA-accessible concrete trail along the northern property boundary that permits direct pedestrian and bicycle access to and from Santa Fe to the Trail via Hudson Gardens’ property. The scope also includes improved interior trail connections that enhance access to and from the Trail via Hudson Gardens’ main entrance. Both the new trail originating from the trailhead, and the reworked interior trails, will culminate at the secondary entrance along the Trail, which will be redeveloped into a ‘Gateway Garden’ that creates a more

welcoming and accessible entry point to the facility. The existing snack shop and picnic facility will remain in the Gateway Garden and will be improved with additional shaded seating areas.

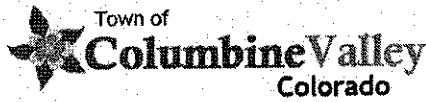
The design of the Gateway Garden will blend the formal character of Hudson Gardens with the organic characteristics of the South Platte River corridor, supplementing the physical integration with visual and aesthetic linkages. Anchored by an oval-shaped bluegrass lawn with comfort amenities such as bench seating, shade provided by both trees and tensile shade structures, additional bike racks, and improved picnicking facilities, the Gateway Garden will also offer cultural opportunities that convey Hudson Gardens' mission. These elements will include artistic features (highlighted by a bed planted with colorful annuals and perennials that cascades down a stone stairway, in addition to three public art sculptures), horticultural display beds and learning opportunities, and an interactive digital kiosk that acts as a guide to the area and encourages activity and interest in Hudson Gardens and the South Platte River corridor. All improvements and developments will be congruent with public garden design and open space specifications, meet accessibility standards, and will include proper trail signage, property identification, lighting, and safety features.

The next steps for this project are to complete design development, prepare detailed construction documents, submit site plans to the City of Littleton, solicit bids, award a contract, and begin construction. It is anticipated that construction of the project will begin in fall 2016. The progression and timing of construction will be phased in accordance with the amount of funding secured.

The total project budget for construction of Phase I of River Integration is \$1,059,193 with \$600,000 already secured from contributions from the City of Littleton and a required 50% match from The Hudson Gardens & Event Center.

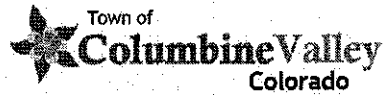
2016

BRET COTTRELL, CHIEF



**BUILDING COMMISSIONER'S MONTHLY REPORT
2016 January**

ADDRESS	PERMIT	PL REV	TAX	OS	TOTAL
69 Fairway Lane Repair Framing and Brick	\$300.10	\$0.00	\$204.06	\$17.01	\$521.17
9 Cypress Point Way New Furnace	\$159.70	\$0.00	\$90.00	\$7.50	\$257.20
77 Fairway Lane New Water Heater	\$107.05	\$0.00	\$40.13	\$3.34	\$150.52
26 Spyglass Drive 4 New Windows	\$229.90	\$0.00	\$146.58	\$12.22	\$388.70
4 Brookhaven Trail New Furnace	\$142.15	\$0.00	\$74.94	\$6.25	\$223.34
20 Village Court Convert Fireplace to Gas	\$177.25	\$0.00	\$96.00	\$8.00	\$281.25
1 Driver Lane Duct work	\$212.35	\$0.00	\$249.15	\$20.76	\$482.26
				TOTAL	\$2,304.44
		2015	2015 YTD	2016	2016 YTD
January		\$14,742.95	\$14,742.95	\$2,304.44	\$2,304.44
February		\$18,825.38	\$33,568.33		
March		\$50,783.31	\$84,351.64		
April		\$74,019.44	\$158,371.08		
May		\$6,985.21	\$165,356.29		
June		\$47,356.29	\$212,712.58		
July		\$38,156.89	\$250,869.47		
August		\$21,501.55	\$272,371.02		
September		\$17,702.58	\$290,073.60		
October		\$51,434.44	\$341,508.04		
November		\$33,003.92	\$374,511.96		
December		\$33,777.48	\$408,289.44		



Development Status Update January 2016

WILLOWCROFT MANOR

There have been 20 building permits issued and all of the permitted lots are built or under construction.

Taylor Morrison TM has submitted a request letter for probationary acceptance of public improvements and partial bond release. The letter is currently under review by ICON/Town.

Taylor Morrison/Enertia has submitted an alternative sump pump plan. The alternative plan has been reviewed and accepted by ICON. TM is in the process of scheduling field work to confirm that the installed underdrain system is functional. Probationary acceptance will be granted after TM verifies that the underdrain system works and their new plan is viable.

The Punch List still has several minor items remaining. Landscaping completion is planned for spring 2016.

WILDER LANE

There have been four building permits issued and all four homes are under construction. The permit for Lot 24 will be filed within the next month.

The status of the public improvements is:

- Drainage Facilities: Complete.
- Fence and Walls: Complete.
- Water and Sewer: Complete.
- Curb and Street Paving: Complete (the Town is to complete the curb and pavement patch north of Wilder Lane on the west side of Middlefield).
- Dry Utilities: Complete.
- Landscaping: postponed until spring due to winter weather/freeze.
- Street Signs: temporary signs are in place. The permanent signs that meet the Town design requirements have still not been delivered by the vendor. The vendor that had promised delivery failed to deliver and a new vendor has been sought out. Hoping to have signs by the end of March if the new vendor can deliver.
- Mailbox cluster units: complete
- Entrance Monument: built and stucco applied - wood applied and letter installed on north side. Will add lettering to south side and paint the stucco base dark gray to match the fencing.

Other:

- The cement apron at the drainage inlet along Platte Canyon will be completed by Bryan Construction when frost/mud conditions allow.
- Probationary acceptance of public improvements was submitted and has been approved.
- Remaining items to allow the performance bond to be reduced should be delivered to Troy in the next week.

Columbine Country Club

On February 9th the Final Development Plan was presented to the Planning Commission. After hearing the staff report and the Club's presentation the Commission voted to recommend approval of the final development plan subject to the staff recommendations.

We anticipate that the Trustees will hear the case in March.

Littleton Referrals

In an email received February 8th, the Littleton staff reported that:

- Clayton Family Farms has not been resubmitted. However, we are in contact with them and expect something soon.
- Circle K has not been resubmitted.



CliftonLarsonAllen

CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 600
Greenwood Village, CO 80111
303-779-5710 | fax 303-779-0348
CLAconnect.com

February 15, 2016

Board of Trustees
Town of Columbine Valley
Columbine Valley, Colorado

We are engaged to audit the financial statements of the governmental activities and each major fund of Town of Columbine Valley for the year ended December 31, 2015. Professional standards require that we communicate to you the following information related to our audit.

Our responsibility under Auditing Standards Generally Accepted in the United States of America

Our responsibilities, as described by professional standards, are as follows:

- Forming and expressing opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America.
- Planning and performing the audit in accordance with auditing standards generally accepted in the United States of America to obtain reasonable, rather than absolute, assurance about whether the financial statements as a whole are free from material misstatement.
- Considering the entity's internal control over financial reporting as a basis for designing our audit procedures, but not to provide any assurance on the effectiveness of the entity's internal control over financial reporting.
- Communicating significant matters related to the financial statement audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.
- Communicating matters required by law, regulation, agreement, or other requirements.

Our audit of the financial statements does not relieve you or management of your responsibilities.

With respect to the required supplementary information (RSI) accompanying the financial statements, we will make certain inquiries of management about the methods of preparing the RSI, including whether the RSI has been measured and presented in accordance with prescribed guidelines, whether the methods of measurement and preparation have been changed from the prior period and the reasons for any such changes, and whether there were any significant assumptions or interpretations underlying the measurement or presentation of the RSI. We will compare the RSI for consistency with management's responses to the foregoing inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements. Because these limited procedures do not provide sufficient evidence, we will not express an opinion or provide any assurance on the RSI.

Our responsibility for the supplementary information accompanying the financial statements, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the information to determine whether the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements.

We will compare and reconcile the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Planned scope and timing of the audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit of the financial statements will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters may be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We expect to begin our audit on approximately March 7, 2016 and issue our report on approximately April 15, 2016

Other planning matters

Recognizing the importance of two-way communication, we encourage you to provide us with information you consider relevant to the audit. This may include, but is not limited to, the following items:

- Your views about the following matters:
 - The appropriate person(s) in the entity's governance structure with whom we should communicate.
 - The allocation of responsibilities between those charged with governance and management.
 - The entity's objectives and strategies and the related business risks that may result in material misstatements.
 - Matters you believe warrant particular attention during the audit and any areas for which you request additional procedures to be undertaken.
 - Significant communications with regulators.
 - Other matters you believe are relevant to the audit of the financial statements.

This information is intended solely for the use of the Board of Trustees and management of Town of Columbine Valley and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

CliftonLarsonAllen LLP



Mark D. Elmschauser, CPA
Principal
303-779-5710
Mark.elmschauser@CLAconnect.com



**TOWN OF COLUMBINE VALLEY
TOWN ADMINISTRATOR'S REPORT**

February 2016

MUNICIPAL COURT:

Court Revenue Total:	2014	\$75,466.79
	2015	\$76,770.45

<u>Court Revenue</u>	<u>2015</u>	<u>2015YTD</u>	<u>2016</u>	<u>2016YTD</u>
January	\$4,120.95	\$4,120.95	\$5,632.49	\$5,632.49
February	\$8,377.50	\$12,498.45		
March	\$8,315.52	\$20,813.97		
April	\$7,540.50	\$28,354.47		
May	\$7,122.00	\$35,476.47		
June	\$6,914.66	\$42,391.13		
July	\$5,201.29	\$47,592.42		
August	\$6,941.67	\$54,534.09		
September	\$5,724.36	\$60,258.45		
October	\$7,806.31	\$68,064.76		
November	\$6,855.79	\$74,920.55		
December	\$1,849.90	\$76,770.45		

2016 MUNICIPAL ELECTIONS:

There were not enough candidates to trigger an April election. Three candidates submitted complete nomination packets, Roy Palmer and Gale Christy for Trustee, and Richard Champion for Mayor; they will all be sworn in at the April meeting. The election will be canceled by Board action at the March meeting.

Respectfully Submitted,
J.D. McCrumb



Request for Board of Trustee Action

Date: February 16, 2016

Title: Trustee Bill #1, Series 2016: Adoption of 2015 IBC

Presented By: Jim Thelen, Building Inspector

Prepared By: Jim Thelen, Building Inspector; Lee Schiller, Town Attorney

Background: Every three years new editions of the International Codes are presented to the Board of Trustees for adoption. The ordinance before you tonight adopts these codes and also suggests a building permit fee increase for your consideration.

International Codes

Unlike the 2009 Residential code when you had the tough decision to approve or disapprove the installation of a fire sprinkler systems in single family homes, there are no major changes to 2015 codes other than a rewrite of the wind provisions. Most of the other changes are reorganization or changes made for clarity.

Wind speed data is used during the structural design of a building. Previously in the Town of Columbine we used a basic wind speed of 85 mph and a 3 second gust of 105 mph. In the 2015 codes our basic wind speed is called nominal wind speed and is 105 mph and the higher wind speed is called ultimate. The ultimate wind speed is determined by the risk category of a structure; category I represent a low hazard to human life in the event of failure while category IV is for essential facilities, such as hospitals, fire and police stations among others. Residential structures are category II and the country club is category III. I feel the only increase in cost will be in structural metal connections.

Other changes to the residential code include:

- Remodeling of an existing basement does not trigger the egress opening requirements unless a new bedroom is created.
- Bedrooms with gas fireplaces require a carbon monoxide alarm.
- Safety glass requirements have been reorganized, and
- Minimum ceiling heights have been reduced to 7' from 7' 6". This will make basement remodels in older homes comply with the code.

Attachments: Trustee Bill #1, Series 2016
Worksheet of valuation comparisons

Fiscal Impacts: Earlier this year when the Town adopted the National Electric Code, the trustees directed me to suggest a new fee schedule. The Town has not raised building permit fees since 2008. Each municipality

considers building permit fees differently. Some will revisit the fee schedule yearly; others every three years when new codes are adopted. Some use permit fees as a revenue source while others raise fees when the cost of providing building department services does not equal expenditures.

A building permit fee schedule survey of surrounding communities conclude that:

- The most expensive is Cherry Hills. Their permit fee is 1% of the valuation; the permit fee for a \$2,000,000 home is \$20,000.
- The town of Bow Mar is next, their fees are approximately 90% higher than Columbine, but they do not have a sales tax.
- Littleton is next; they are about 13% lower than Columbine.
- Greenwood Village charges the least but they have a largest tax base.

A 10% fee increase and increasing our means to establish the value of a structure are proposed. In 2008 the trustees increased fees by 10%. Regarding the valuation tables, the Town requires in order to obtain a building permit, the contractor has to supply the contract with the homeowner. In such a case the valuation tables will not be used because the actual cost is provided. The Valuation Table will apply for new subdivisions where a contract is not provided, and the valuation is based on a cost per square foot. The changes in the tables reflect a more realistic cost of construction.

Staff Recommendations: Approve Building Code as presented

Recommended Motion: "I move to approve Trustee Bill #1, Series 2016 on 2nd Reading....."

..... "with no changes to the present fee structure"

..... "with the presented changes to the present fee structure"

..... "with the following changes to the present fee structure"

Breakdown of Building Permit Costs

Estimates using current (2008) Building Permit Fees

Value per Square Foot	Size of Project	Total Valuation of Project	Building Permit	Plan Review	Use Tax	Open Space Tax	Total Cost to Owner
\$200	2000 sqft	\$400,000.00	\$3,364.40	\$2,186.86	\$6,000.00	\$500.00	\$12,051.26
	2500 sqft	\$500,000.00	\$4,069.40	\$2,645.11	\$7,500.00	\$625.00	\$14,839.51
\$250	2000 sqft	\$500,000.00	\$4,069.40	\$2,645.11	\$7,500.00	\$625.00	\$14,839.51
	2500 sqft	\$625,000.00	\$4,813.15	\$3,128.50	\$9,375.00	\$781.25	\$18,097.90
\$300	2000 sqft	\$600,000.00	\$4,664.40	\$3,031.86	\$9,000.00	\$750.00	\$17,446.26
	2500 sqft	\$750,000.00	\$5,556.90	\$3,611.99	\$11,250.00	\$937.50	\$21,356.39

Estimates using proposed (2016) Building Permit Fees

Value per Square Foot	Size of Project	Total Valuation of Project	Building Permit	Plan Review	Use Tax	Open Space Tax	Total Cost to Owner
\$200	2000 sqft	\$400,000.00	\$3,600.00	\$2,340.00	\$6,000.00	\$500.00	\$12,440.00
	2500 sqft	\$500,000.00	\$4,350.00	\$2,827.50	\$7,500.00	\$625.00	\$15,302.50
\$250	2000 sqft	\$500,000.00	\$4,350.00	\$2,827.50	\$7,500.00	\$625.00	\$15,302.50
	2500 sqft	\$625,000.00	\$5,162.50	\$3,355.63	\$9,375.00	\$781.25	\$18,674.38
\$300	2000 sqft	\$600,000.00	\$5,000.00	\$3,250.00	\$9,000.00	\$750.00	\$18,000.00
	2500 sqft	\$750,000.00	\$5,975.00	\$3,883.75	\$11,250.00	\$937.50	\$22,046.25

Calculation Methods

Building Permit Fee: Figured using the Fee Schedule as included in your January board packet

Plan Review fee: Total cost of Building permit multiplied by 0.65

Use Tax: 50% of the Total Valuation of the Project multiplied by 0.03

Open Space Tax: 50% of the Total Valuation of the Project multiplied by 0.0025

TOWN OF COLUMBINE VALLEY

TRUSTEE BILL NO.1
SERIES OF 2016

INTRODUCED BY
TRUSTEE: JEFF MAY

A BILL FOR
AN ORDINANCE

ONCERNING ADOPTION OF THE INTERNATIONAL CODE COUNCIL'S 2015 INTERNATIONAL BUILDING CODE; THE INTERNATIONAL CODE COUNCIL'S 2015 INTERNATIONAL RESIDENTIAL CODE; THE INTERNATIONAL CODE COUNCIL'S 2015 MECHANICAL CODE; THE INTERNATIONAL CODE COUNCIL'S 2015 PLUMBING CODE; THE INTERNATIONAL CODE COUNCIL'S 2015 FUEL GAS CODE; THE INTERNATIONAL CODE COUNCIL'S 2015 INTERNATIONAL PROPERTY MAINTENANCE CODE; THE INTERNATIONAL CODE COUNCIL'S 2015 INTERNATIONAL ENERGY CONSERVATION CODE; THE INTERNATIONAL CODE COUNCIL'S 2015 INTERNATIONAL FIRE CODE; THE INTERNATIONAL CONFERENCE OF BUILDING OFFICIAL'S 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS; AMERICAN NATIONAL STANDARD INSTUTITE / AMERICAN SOCIETY OF MECHANICAL ENGINEERS A.17.1 2007; AMERICAN SOCIETY OF MECHANICAL ENGINEERS A.17.3 2005; AMERICAN SOCIETY OF MECHANICAL ENGINEERS A18.1 2005 SAFETY CODE FOR ELEVATORS AND ESCALATORS WITH AMENDMENTS AND ALL APPENDICES THERETO; PROVIDING PENALTIES FOR VIOLATIONS THERETO; ADOPTING AMENDMENTS; AND PROVIDING NOTICE THAT COPIES THEREOF ARE AVAILABLE FOR INSPECTION AT THE TOWN'S OFFICE LOCATED AT 2 MIDDLEFIELD.

WHEREAS, the purpose of the International Building Code is to provide minimum standards to safeguard life or limb, health, property and the public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy. Location and maintenance of all buildings and structures within this jurisdiction and certain equipment specifically regulated therein;

WHEREAS, the purpose of the International Residential Code is to provide minimum standards for the public welfare by regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one and two family dwellings and townhouses not more than three stories in height;

WHEREAS, the purpose of the International Mechanical Code is to provide minimum requirements and standards for the protection of the public welfare by regulating and

controlling the design, construction, installation, quality of materials, location, operation and maintenance, or use of heating, ventilating, cooling, refrigeration systems, incinerators, and other miscellaneous heat producing appliances within this jurisdiction;

WHEREAS, the purpose of the International Plumbing Code is to provide minimum standards for the protection of the public health, safety and welfare by providing for the safe installation and maintenance of sewage and water piping systems;

WHEREAS, the purpose the International Fuel Gas Code is to provide minimum standards for the protection of the public health, safety and welfare by providing for the safe installation of fuel gas piping systems, fuel gas utilization equipment and related accessories;

WHEREAS, the purpose of the International Property Maintenance Code is to provide standards to safeguard life, health, and the public welfare by regulating and controlling the uses and occupancy, location and maintenance of all buildings and structures;

WHEREAS, the purpose of the International Energy Conservation Code is to establish minimum standards and regulations for the design of energy efficient construction;

WHEREAS, the purpose of the Uniform Code for the Abatement of Dangerous Buildings is to provide a just, equitable and practicable method, to be cumulative with and in addition to any other remedy provided by the building code, property maintenance code or otherwise available by law, whereby building or structures which from any cause endanger the life, limb, health, morals, property, safety or welfare of the general public or their occupants may be required to be repaired, vacated or demolished;

WHEREAS, the purpose of the International Fire Code is to establish the minimum requirements for providing a reasonable level of fire safety and property protection from hazards of fire, explosion or dangerous conditions in new and existing buildings.

WHEREAS, copies of the above-mentioned documents are available for inspection in the office Columbine Valley, Colorado during weekday business hours; and

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN TRUSTEES OF THE TOWN OF COLUMBINE VALLEY, COLORADO, THAT:

Section 1: Chapter 15.08 of the Town of Columbine Municipal code is hereby amended to read:

15.08.010 Code adoption

15.08.020 Amendments, Modifications and Changes

15.08.010 INTERNATIONAL CODES ADOPTED: The following codes are hereby adopted for use and regulation of buildings and structures within the town; said codes shall be available for public inspection at all reasonable hours in the town offices

- (A) International Building Code, 2015 edition of the International Code Council, including Appendix Chapter C and J.
- (B) International Residential Code, 2015 edition of the International Code Council, including Appendix Chapters G, H and M.
- (C) International Mechanical Code, 2015 edition of the International Code Council, including appendix Chapter A.
- (D) The National Electric Code (Reserved)
- (E) International Plumbing Code, 2015 edition of the International Code Council.
- (F) International Fuel Gas Code, 2015 edition of the International Code Council.
- (G) International Property Maintenance Code, 2015 edition of the International Code Council.
- (H) International Energy Conservation Code, 2015 edition of the International Code Council.
- (I) Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition of the International Conference of Building Officials
- (J) International Fire Code, 2015 edition of the International Code Council., including Appendix Chapters B, C, D, F, and I
- (k) American National Standard Institute / American Society of Mechanical Engineers (ASME) A17.1 2007 Safety code for Elevators and Escalators; ASME A17.3 2005 and ASME A18.1 2005

Section 2: Chapter 15.08.020 of the Town of Columbine Valley Municipal Code is repealed and reenacted to read:

15.08.020 AMENDMENTS, MODIFICATIONS AND CHANGES

- (A) Amendments to the International Building Code: The following amendments are hereby adopted to the International Building Code.
 - 1. Chapter 1 is hereby deleted; the administrative requirements for the International Building Code are located in section 15.04.20 of the Town of Columbine Valley Municipal Code.
 - 2. Table 508.4 is hereby amended to read:

The required fire separation between a B occupancy and a F-1 occupancy shall be 1 hour; the required fire separation between a B occupancy and a S-1 occupancy shall be 1 hour; the required fire separation between a M occupancy and a F-1 occupancy shall be 1 hour; the required fire separation between a M occupancy and a S-1 occupancy shall be 1 hour.

3. Section 1011.7.3, Exception is hereby deleted and reenacted to read:

Exception: Spaces under stairways serving and contained with a single residential dwelling unit in Group R-2 or R-3 shall be permitted to be protected on the enclosed side with 5/8" type x gypsum board.

4. Section 1030.1 Exceptions 1, 2, 3, and 4 are hereby deleted in their entirety and without substitution.
5. Section 1601 is hereby amended by the addition of a new paragraph 1601.1 which shall read:
6. **1601.1 Design Criteria:** The design criteria for the Town of Columbine Valley shall be as follows:

Roof snow load	
30 psf	
Wind speed	85 mph
3 second gust	105mph
Frost depth	36 inches
Seismic design category	B
Termite	slight to moderate
Decay	none to slight
Weathering	severe
Winter design temperature	1 degree
Ice shield underlayment required	yes (see sec. 1507.2.8.1)
Degree heating days	6200
100 year hourly rainfall	2.67" per hour

7. Section 1704.14 is hereby amended by the deletion of the exceptions.
8. Section 2701.1 is hereby repealed and reenacted to read:

2701.1 Scope: This chapter governs the electrical components, equipment and systems used in buildings and structures covered by this code. The administrative code requirements shall be in accordance with 18.08.020 of the Town of Columbine Valley Municipal Code. Electrical components, equipment shall be designed, installed and constructed in accordance with the National Electrical Code.

9. Section 3109.3 is hereby repealed and reenacted to read:

3109.3 Public swimming pools: Public swimming pools shall be completely enclosed by a fence at least 60" height or a screen enclosure. Openings in the fence shall not permit the passage of a 4" diameter sphere. The fence or screen enclosure shall be equipped with self-closing and self-latching gates.

10. Section 3109.4 is hereby amended by the deletion of the exception.

11. Section 3109.4.1: The first sentence is hereby amended to read:

Section 3019.4.1 Barrier height and clearance: the top of the barrier shall be not less than 60 inches above grade measured on the side of the barrier that faces away from the swimming pool.

12. Section 3109.4.1.8 is hereby amended by the deletion of paragraph 2.

(B) Amendments to the International Residential Code: The following amendments are hereby adopted to the International Residential Code.

1. Chapter 1 is hereby deleted; the administrative requirements for the International Residential Code are located in chapter 15.04.20 of the Town of Columbine Valley Municipal Code.

2. The definition of Building Height in Section 202 is hereby repealed and reacted to read:

R202 BUILDING HEIGHT is the vertical distance above a reference datum measured to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof. The reference datum shall be selected by either of the following, whichever yields a greater height of a building.

1. The elevation of the highest adjoining sidewalk or ground surface within a five foot horizontal distance of the exterior wall of the building when such sidewalk or ground surface is not more than ten feet above the lowest grade.
2. An elevation of ten feet higher than the lowest grade when the sidewalk or ground surface described in item 1 is more than ten feet above the lowest grade.

3. **Table R301.2 (1)** is hereby amended to read:

Design Criteria: The design criteria for the Town of Columbine Valley shall be as follows:

Roof snow load	30 psf
Wind speed	85 mph
3 second gust	105 mph
Frost depth	36 inches
Seismic design category	B
Termite	slight to moderate
Decay	none to slight
Weathering	severe
Winter design temperature	1 degree
Ice shield underlayment required	yes (see Chapter 9)
100 year hourly rainfall	2.67" per hour

4. Subsection R302.2, is hereby amended by the deletion of the Exception.
5. Subsection R302.2, is hereby deleted and reenacted to read:

R302.2 Townhouses: Each townhouse shall be considered a separate building and shall be separated by a 2-hour fire resistive wall assembly or two 1-hour fire resistive wall assembly provided such walls do not contain plumbing, mechanical equipment, ducts or vents in the stud cavity.

6. Table 302.6 is hereby amended to read:

DWELLING / GARAGE SEPARATIONS

Separation	Materials
From the residence and attic	5/8" 'x' gypsum board applied to the garage side
From all habitable rooms above the garage	Not less than 5/8" 'x' gypsum board
Structure(s) supporting floor ceiling assemblies used for separation required by this section	Not less than 5/8" 'x' gypsum board
Garages located less than 3 feet from a dwelling unit on the same lot	Not less than 5/8" 'x' gypsum board applied to the interior side of exterior walls that are within this area

7. Section R302.7 is hereby repealed and reenacted to read:

R302.7 Under stair protection: Enclosed accessible spaces under stairs shall have walls, under stair surfaces and any soffit protected on the enclosed side with 5/8" type X gypsum board.

8. Section R313, **Automatic Fire Sprinkler System**, is hereby deleted without substitute.

9. Subsection R315.3 is hereby repealed and reenacted to read:
R315.3 Where required in Existing Dwellings. Where work requiring a permit occurs in existing dwellings that have attached garages or in existing dwellings within which fuel-fired appliances exist, carbon monoxide alarms shall be provided in accordance with section 315.1.

EXCEPTIONS:

1. Work involving the exterior surfaces or dwellings, such as the replacement of roofing or siding;
2. The addition or replacement of windows or doors, except in rooms used for sleeping purposes;
3. The addition of a porch, detached garage, shed or deck or similar outside work;
4. Installation, addition or repairs of exterior plumbing systems or electrical service changes provided access to the interior of the dwelling is not required; or mechanical systems provided such installations or repairs does not involve a fuel fired device.

10. Chapter 3 is hereby amended by a new section R324 which shall read:

**R324
PROTECTION AGAINST MOISTURE**

R324.1 Moisture vapor retarders: In all framed walls and roof/ceiling comprising elements of the building thermal envelope, a vapor retarder shall be installed on the warm in winter side of the insulation.

Exceptions:

1. In construction where moisture or freezing will not damage the materials.
2. Where the framed cavity or space is ventilated to allow moisture to escape.
3. In counties identified with footnote "a" in Table RN1101.2.

R324.2 Moisture during Construction: Under floor spaces and building construction materials shall be protected from moisture during construction as follows:

1. Underfloor spaces shall be protected from moisture during construction such that no standing water, snow or ice is present prior to the underfloor space being enclosed.

2. Construction materials shall be protected from damaging moisture in accordance with the manufacture's specifications.

11. Subsection R401.4 is hereby repealed and reenacted to read:

R401.4 Soils Test: In the Town of Columbine Valley, which has areas likely to have expansive, compressible, shifting or unknown soils characteristics, a site specific soils report, prepared by a geo-technical engineer, shall be submitted with the building permit application for all new habitable structures. This soils test shall be made by an approved agency using approved methods.

12. Subsection R401.4.1 is hereby deleted in its entirety and without substitution.

13. Section R401 is hereby amended by the addition of a new subsection to read:

R401.5 Placement of backfill: The excavation outside the foundation, including utility trenches and excavation ramps, shall be backfilled with soil substantially free of organic materials, construction debris, cobbles, boulders, clods over 6" or frozen soil. Backfill material shall be moisture conditioned in accordance with geotechnical specifications or in accordance with the requirement of the local governing jurisdictional agency; the backfill shall be placed in a manner that does not damage the foundation or the waterproofing or damp proofing material. Excavation ramps shall be located and backfilled in such a manner that the ramp does not become a conduit for surface water in flow toward the foundation.

14. Section R403.1.4.1 is hereby repealed and reenacted to read:

R403.1.4.1 Frost Protection: Except where otherwise protected from frost, foundation walls, piers and other permanent supports of buildings, patio enclosures, sun rooms and similar structures shall be protected from frost by one or more of the following methods:

1. Extending below the frost line specified in Table R301.2.(1) ;
2. Constructing in accordance with Section R403.3;
3. Constructing in accordance with ASCE 32; or
4. Erected on solid rock.

Exceptions:

1. Protection of free standing accessory structures with an area of 600 square feet or less, of light frame construction, with an eave height of 10 feet or less shall not be required.
2. Protection of free standing accessory structures with an area of 400 square feet or less, of other than light frame construction, with an eave height of 10 feet or less shall not be required.

Table N1112.1

15. Subsection R801.3 is hereby repealed and reenacted to read:

R801.3 Roof drainage: In areas where expansive or collapsible soils are known to exist, all dwellings shall have a controlled method of water disposal from roofs that will collect and discharge all roof drainage to the ground surface at least five feet from foundation walls or to an approved drainage system. Devices which hold up downspout extensions shall not be installed. Landscaping edging, concrete slabs and other materials shall not interfere with the discharge of the roof drainage system.

16. Subsection R905.5 is hereby deleted in its entirety and without substitution.

17. Subsection R908.3 is hereby amended by the addition of Item 5.

5. In the case of a partial reroof, the replacement shingles shall be of the same type and color.

18. Subsection R1004.4 is hereby deleted in its entirety and without substitution.

19. Section M1503.4: is hereby amended by the addition of a new subsection M1503.4.1 which shall read:

M1503.4.1 Makeup Air Temperature: the temperature differential between makeup air and the air in the conditioned space shall not exceed 10 degrees Fahrenheit.

20. Chapter 11 is hereby amended by a new section N1112 which shall read:

N1112 Mandatory Energy Conservation Requirement for Residential Remodeling.

N1112.1 General This section shall apply to remodeling of residential properties to include but not limited to additions, basement finishes, and interior remodel.

N1106.2 Requirements. In addition to other requirements in this chapter the following mandatory requirements in Table N1106.1 shall apply to residential remodeling.

Energy Efficient Requirements for Residential Remodeling	
Building thermal envelope	
	New or exposed cavities created during remodel shall be durable sealed to limit air leakage.
	New or exposed cavities shall be insulated with minimum R-19
	All new windows shall have a fenestration U-factor rating of .32
	All new or exposed openings into unconditioned spaces shall be insulated with R-38 for attics and R-19 for walls and openings shall be weather-strip
Ducts	
	All new or exposed heating and cooling ducts are air sealed.
	All new or exposed heating and cooling ducts in unconditioned spaces shall be insulated with R-8

21. Subsection G2425.8 is hereby amended by the deletion of Item 7.
22. Section G2445 **Unvented Room Heaters** is hereby deleted in its entirety without substitution.
23. Section P2903 is hereby amended by the addition of a new subsection P2903.12 which shall read:

P2903.12 Location of lawn sprinkler manifolds: Lawn sprinkler system manifolds and drain valves shall be located a minimum of five feet from the building foundation.
24. Subsection E3609.7 is hereby repealed and reenacted to read:

E3609.7 Bonding other metal piping: Where installed in or attached to a building or structure, metal piping systems capable of becoming energized shall be bonded to the service equipment enclosure, the grounded conductor at the service, the grounding electrode conductor where of sufficient size, or to the one or more grounding electrodes used. The bonding jumper shall be sized in accordance with Table E 3808.12 using the rating of the circuit capable of energizing the piping. The equipment grounding conductor for the circuit that is capable of energizing the piping shall be permitted to serve as the bonding means. The points of attachment of the bonding jumpers(s) shall be accessible.
25. Subsection E3703.2 is hereby amended by the addition of the following sentence as the last sentence thereof:

Branch circuits serving countertop in the kitchen area shall have a maximum of four outlets per circuit.

26. Swimming Pools, Spas Hot Tubs requirements shall be in accordance with Chapter 31 in the 2015 International Building Code.

(C) Amendments to the International Mechanical Code: The following amendments are hereby adopted to the International Mechanical Code.

1. Chapter 1 is hereby deleted; the administrative requirements for the International Mechanical Code are located in chapter 15.04.20 of the Town of Columbine Valley Municipal Code.
2. Section 902 is hereby amended by the addition of a new Paragraph 902.1.1, which shall read:

902.1.1 Decorative appliances in solid fuel masonry or factory built fireplaces. Notwithstanding anything contained in this code to the contrary, any new or remodeled solid fuel fireplace shall be one of the following:

1. A gas appliance,
2. An electric device, or
3. A fireplace or fireplace insert that meets the most stringent emission standards for wood stoves established by the Air Pollution Control Division Quality Control Commission of the Department of Health of the State of Colorado, or any other clean burning device that is approved by said Commission.

Any person who installs or constructs any fireplace insert or fireplace shall provide evidence of a certificate issued by the Air Pollution Control Division of the Department of Health of the State of Colorado for such fireplace, and in the case of site-built fireplaces, shall demonstrate compliance with the certificate. Such demonstration of compliance shall include inspection by the building official, or his or her designee, of the new fireplace after installation. The owner of any site-built fireplace shall be responsible for the payment of all costs of such inspection.

(D) Amendments to the National Electric Code: The following amendments are hereby adopted to the National Electric Code

Reserved

(E) Amendments to the International Plumbing Code: The following amendments are hereby adopted to the International Plumbing Code.

1. Chapter 1 is hereby deleted; the administrative requirements for the International Building Code are located in chapter 15.04.20 of the Town of Columbine Valley Municipal Code.

2. Section 305.4 is hereby repealed and reenacted to read:

305.6 Freezing. Water, soil and waste pipes shall not be installed outside the building, in attics or crawl spaces concealed in outside walls, or in any other place subject to freezing temperatures unless adequate provision is made to protect such pipes from freezing by insulation or heat or both. Exterior water supply piping shall be installed not less than 60" below grade.

3. Section 903.1 is hereby repealed and reenacted to read:

903.1 Roof Extensions: All open vent pipes that extend through a roof shall be terminated at least 12" above the roof.

4. Subsection 918.1 is hereby amended by the addition of a new paragraph 918.1.1 which shall read:

918.1.1 Isometric Drawings Required: In other than one and two family dwellings, an isometric drawing of the waste and vent system with location of air admittance valves shall be provided. Such drawing shall be prepared and wet stamp and signed by a registered Colorado Professional Engineer.

5. Subsection 1111.1 is hereby repealed and reenacted to read:

1111.1 Subsoil Drains: Subsoil drains shall be installed as required by the engineered geo-technical soils report. Subsoil drains shall be open jointed, horizontally split or perforated pipe conforming to one of the standards listed in table 1102.5. Such drains shall not be less than 4" in diameter. When the building is subjected to backwater, the subsoil drain shall be protected by an accessibly located backwater valve. Subsoil drains shall discharge to a trapped area drain, sump, drywell or approved location above ground. When the subsoil drain discharges into a pit located within the structure, a sump pump shall be provided and installed. The sump and plumbing system shall comply with subsection 1113.1.

(F) Amendments to the International Fuel Gas Code: The following amendments are hereby adopted to the International Fuel Gas Code.

1. Chapter 1 is hereby deleted; the administrative requirements for the International Fuel Gas Code are located in chapter 15.04.20 of the Town of Columbine Valley Municipal Code.

2. Section 303.3 is hereby amended by the deletion of Exceptions 3 and 4.

3. Section 406.4.1 is hereby repealed and reenacted to read:

406.4.1 Test pressure. The gas piping shall withstand a pressure of not less than 10 pounds per square inch gauge pressure as measured on a 30-pound gauge. Test pressures shall be held for a length of time satisfactory to the administrative authority, but in no case less than 15 minutes, with no perceptible drop in pressure. For welded piping, and for piping carrying gas at pressure in excess of fourteen inches water column, the test pressure shall not be less than sixty pounds per square inch and shall be continued for a length of time satisfactory to the Administrative Authority, but in no case less than thirty minutes. These tests shall be made using air, CO₂, or nitrogen pressure only and shall be made in the presence of the administrative authority. All necessary apparatus for conducting tests shall be furnished by the permit holder.

4. Section 406.4.2 is hereby deleted in its entirety and without substitution.
5. Section 501.8 is hereby amended by the deletion of items 8 and 10 thereof.
6. Section 621 is hereby deleted in its entirety and without substitution.

(G) Amendments to the International Property Maintenance Code. The following amendments are hereby adopted to the International Property Maintenance Code:

1. Subsection 107.1 is hereby amended by the following paragraph to be the last paragraph thereof:

Statements advising that if any owner refuses or neglects to comply with an order issued by the building official, and where conditions exist which make a building or premises unsafe, dangerous or hazardous, that the building official (i) will order the building vacated and posted to prevent further occupancy until the work is completed or/and (ii) may proceed to cause the work to be done and charge the cost thereof against the property or its owners. The giving of the notice provided for hereinabove shall not be a condition precedent to the city's right to prosecute, in its municipal court, any person for any alleged violation of any of the terms of this code.

2. Section 107 shall be amended by the addition of Subsection 107.7 to read:

Section 107.7 Extension of time to perform work. Upon receipt of an application from the person required to conform to the order and by agreement of such person to comply with the order if allowed additional time, the code official may grant an extension of time, not to exceed an additional 120 days, within which to complete said repair, rehabilitation or demolition, if the code official determines that such an extension of time will not create or perpetuate a situation imminently

dangerous to life or property. The code official's authority to extend time is limited to the physical repair, rehabilitation or demolition to the premises and will not in any way affect or extend the time to appeal the notice an order.

3. Subsection 108.4 Placarding is hereby repealed and reenacted to read:

108.4 Placarding. Upon failure of the owner or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises a notice to vacate or on defective equipment a placard bearing the word "condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard. Every **Order to Vacate** shall, in addition to being served as provided in Section 107, be posted at or upon each building, in substantially the following form:

<p style="text-align: center;"><u>ORDER TO VACATE</u></p> <p>This dwelling unit located _____ Columbine Valley, Colorado, is hereby designated as:</p> <p style="text-align: center;">UNFIT FOR HUMAN HABITATION</p> <p>And is ordered vacated by not later than _____, 20____, and shall not be used again for human habitation until written approval is secured and this placard is removed by the Town Administrator or his authorized agent. It shall be unlawful for any person to remove, deface, or obscure any placard affixed under the provisions of the Town Code.</p> <p>Placard Posted: (day) _____ (month) _____, 20____ TIME: _____</p> <p>BY: _____ Building Inspector or Designee</p>

4. Subsection 111.1 is hereby repealed and reenacted to read:

111.1 Application of appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Board of Appeals / Adjustment, provided that a written application for appeal is filed within 10 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code for the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirement of this code are adequately satisfied by other means, or that the strict application of any requirement of this code would cause an undue hardship.

5. Subsection 111.6. is hereby amended by the addition of a new Subsection 111.6.3 to read:

111.6.3 Compliance with Order. After any order of the Building Official or the Board of Adjustment made pursuant to this Code has become final, no person to whom such order is directed shall fail, neglect, or refuse to obey any such order. Any such person who fails to comply with any such order is guilty of a municipal criminal offense. For purposes of this Subsection, any emergency order to immediately vacate a substandard building shall be considered as a final order.

6. Section 202 is hereby amended by the addition of the following definitions:

NUISANCE: The following shall be defined as nuisances as applied to the 2009 International Property Maintenance Code:

1. Any public nuisance known at common law or in equity jurisprudence.
2. Any attractive nuisance that may prove detrimental to children whether in a building, on the premises of a building or on an unoccupied lot. This includes any abandoned wells, shafts, basements or excavations; abandoned refrigerators and motor vehicles; any structurally unsound fences or structures; or any lumber, trash, debris or vegetation that may prove a hazard for inquisitive minors.
3. Whatever is dangerous to human life or is detrimental to health, as determined by the Building Official.
4. Overcrowding a room with occupants.
5. Insufficient ventilation or illumination.
6. Inadequate or unsanitary sewage or plumbing facilities.
7. Uncleanliness, as determined by the Building Official.
8. Whatever renders air, food or drink unwholesome or detrimental to health of human beings, as determined by the Building Official.

7. Section 302.4 is hereby repealed and reenacted to read:

302.4 Weeds: It is the duty of every person owning vacant or improved property, including easements and drainage-ways within the Town, to keep cut within ten inches of the ground all weeds and to keep said property free from brush and rubbish of all kinds. However, this section shall not apply to vegetable gardens, flower gardens and shrubbery plots. Wheat, barley, oats, rye and similar agricultural commodities also shall be exempt.

Upon failure of the owner or agent having charge of a property to cut destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the Town of Columbine Valley. Upon failure to comply with the notice of violation, any duly authorized employee of the Town or contractor hired by the Town shall be authorized to enter upon the property in violation and cut and destroy the weeds growing

thereon, and the costs of such removal and an administrative fee of forty percent of the cost, shall be paid by the owner of agent responsible for the property.

- (H) Amendments to the International Energy Conservation Code: The following amendments are hereby adopted to the International Energy Conservation Code.

Reserved

- (I) Amendments to the Uniform Code for the Abatement of Dangerous Buildings: The following amendments are hereby adopted to the Uniform Code for the Abatement of Dangerous.

1. Chapter 1 is hereby deleted; the administrative requirements for the Uniform Code for the Abatement of Dangerous Buildings are located in chapter 15.04.020 of the Town of Columbine Valley Municipal Code.

- (J) Amendments to the International Fire Code. The following amendments are hereby adopted to the International Fire Code

1. Section 101.2.1 of the International Fire Code is amended to read:

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted. The following appendices are hereby adopted:

The International Fire Code appendices B, C, D, F, and I.

2. Section 104.3 of the International Fire Code is amended to read:

104.3 Right of Entry. Whenever necessary to make an inspection to enforce any of the provisions of this Code, or whenever the Chief or his authorized representative has reasonable cause to believe that there exists in any building or upon any premises any condition which makes such building or premises unsafe, the Chief or his authorized representative may enter such building or premises to inspect the same or to perform any duty imposed upon the Chief by this Code, provided that he shall first present proper credentials and request and be granted entry, or otherwise have grounds for a warrantless search as may be authorized by law. If such requested entry is refused, the Chief or his authorized representative shall have recourse to every remedy provided by law to secure entry.

“Authorized Representative” shall include officers named in sections 103.2.1.2 and 103.2.2.2 of this Code.

If the owner or occupant denies entry, the Chief or his authorized representative shall, unless a search warrant exception is authorized by law, obtain a proper inspection warrant or other remedy provided by law to secure entry. No owner or

occupant or any other persons having charge, care or control of any building or premises shall fail or neglect after proper request is made as herein provided to promptly permit entry therein by the Chief or his authorized representative for the purpose of inspection and examination pursuant to this Code.

3. Section 308.1.4 Exception 3 of the International Fire Code is amended to read:

Exception 3. LP-gas cooking devices having LP-gas containers with a water capacity not greater than 20 pounds.

4. Section 505.1 of the International Fire Code is amended to read:

505.1 Address Numbers. New and existing buildings shall have approved address numbers, building numbers, or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of six inches (6") high with a minimum stroke width of 0.5 inches (0.5"). Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure.

5. Section 3401 of the International Fire Code is amended by the addition of a new section to read:

3401.6 Bulk plants and terminals. Bulk plants and terminals are prohibited.

6. Section D 103.6.1 of the International Fire Code is amended to read:

D 103.6.1 Roads 20 to 28 feet in width. Fire apparatus access roads 20 to 28 feet wide shall be posted on both sides as a fire lane.

7. Section D 103.6.2 of the International Fire Code is amended to read:

D 103.6.2 Roads more than 28 feet in width. Fire apparatus access roads more than 28 feet wide, but less than 36 feet wide, shall be posted on one side as a fire lane.

- (K) Amendments to the American National Standard Institute / American Society of Mechanical Engineers (ASME) A17.1 2007 Safety code for Elevators and Escalators; ASME A17.3 2005 and ASME A18.1 2005 shall be as follows:

Reserved

Section3: Section 15.08.030 is hereby repealed and reenacted to read:

TOWN OF COLUMBINE VALLEY
BUILDING PERMIT FEE SCHEDULE **EFFECTIVE February, 2016**

TOTAL VALUATION	PERMIT FEE
\$1 to \$500	\$33.00 (\$29.50) plus inspections fees as determined by the Trustees from time to time.
\$501 to \$2,000	\$33.00 (\$29.50) for the first \$500 plus \$4.50 (\$4.00) for each additional \$100, or fraction thereof to and including \$2000, plus inspections fees as determined by the Trustees from time to time.
\$2001 to \$25,000	\$105.50 (\$89.50) for the first \$2000 plus \$19.00 (\$17.55) for each additional \$1,000 or fraction to and including \$25,000, plus inspections fees as determined by the Trustees from time to time.
\$25,001 to \$50,000	\$545.75 (\$494.30) for the first \$25,000 plus \$13.50 (\$12.65) for each \$1,00 or fraction thereof to and including \$25,000, plus inspections fees as determined by the Trustees from time to time.
\$50,001 to \$100,000	\$875.00 (\$809.40) for the first \$50,000 plus \$9.50 (\$8.80) or fraction to and including \$100,000, plus inspections fees as determined by the Trustees from time to time.
\$100,000 to \$500,000	\$1,350.00 (\$1249.40) for the first \$100,000 plus \$7.50 (\$7.05) for each additional \$1,000 or fraction thereof to and including \$500,000 plus inspections fees as determined by the Trustees from time to time.
\$500,000 to \$1,000,000	\$4350.00 (\$4069.40) for the first \$500,000 plus \$6.50 (\$5.95) for each additional \$1,000 or fraction thereof to and including \$1,000,000 plus inspections fees as determined by the Trustees from time to time.
\$1,000,000 and up	\$7600.00 (\$7044.40) for the first \$500,000 plus \$5.00 (\$4.60) for each additional \$1,000 or fraction thereof to and including \$1,000,000 plus inspections fees as determined by the Trustees from time to time.

Inspection and re-inspection fees shall be \$45.00 per inspection. The Building Commissioner or his designee shall make the determination of value or valuation under any provisions of the code. The value of a project will be based on the stated value on the building permit application or by applying the following Miscellaneous Project Valuation schedule, whichever is greater.

The Building Commissioner or his designee shall make the determination of value or valuation under any provisions of the code. The value of a project will be based on the stated value on the building permit application or by applying the following Miscellaneous Project Valuation schedule, whichever is greater.

MISCELLANEOUS PROJECT VALUATION SCHEDULE

PATIO COVER	\$25.00 (\$30.00) PER SQUARE FOOT
DECK	\$25.00 (\$30.00) PER SQUARE FOOT
SFR ADDITION	\$175.00 (\$200.00) PER SQUARE FOOT
NEW SFR	\$175.00 (\$200.00) PER SQUARE FOOT
SFR REMODEL	\$150.00 (175.00) PER SQUARE FOOT
PATIO ENCLOSURE	\$45.00 (\$60.00) PER SQUARE FOOT
GARAGE	\$41.00 (\$50.00) PER SQUARE FOOT
UNFINISHED BASEMENT	\$25.00 PER SQUARE FOOT
NEW BASEMENT FINISH	\$25.00 PER SQUARE FOOT PLUS CATEGORY 1, 2 OR 3

BASEMENT FINISH IN EXISTING HOMES

Category 1 - \$36.00 (\$40.00) per square foot. Open room such as a child's play room or exercise room with furred-out walls; basic lighting outlets and switches; carpet or vinyl flooring; no plumbing.

Category 2 - \$55.00 (\$59.00) per square foot. Divided into rooms including bedrooms with egress openings; home office; etc. Can lights; bathroom; standard cabinets and upgraded floor coverings.

Category 3 - \$57.65 (\$60.50) per square foot. Same as category 2 except there is additional mill work including but not limited to: custom cabinets, home entertainment centers; wet bar with marble or granite countertops.

Section 4: Should any section clause, sentence, part or portion of this Ordinance be adjudged by any court to be unconstitutional or invalid, the same shall not affect, impair, or invalidate the Ordinance as a whole or any part thereof other than the part or portion declared by such court to be unconstitutional or invalid.

Section 5: The Town Clerk shall certify the passage of this Ordinance and cause notice of its contents and passage to be published

Section 6: Ordinance shall be in full force and effect upon the expiration of thirty (30) days after publication of this Ordinance in the Littleton Independent, Littleton, Colorado, said newspaper being a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

Section 7: All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

PUBLIC HEARING on the Ordinance to take place on the ____ day of _____, 2016, in the Offices of Columbine Valley, 2 Middlefield. Road, Town of Columbine Valley, Colorado, at the hour of 7:00 p.m., or as soon thereafter as it may be heard.

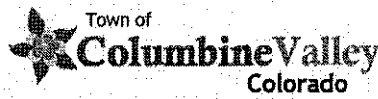
Introduced as Trustee Bill No. 1, series of 2016, at a regular meeting of the Board of Trustee of the Town of Columbine Valley, Colorado, on the 19th day of January 2016, passed by a vote of ____ for and ____ against, on first reading; passed on second reading, as Trustee Bill No. 1, 2016, at a regular meeting of the Board of Trustees by a vote of ____ for and ____ against on the 16th day of February, 2016, and ordered published in the Littleton Independent on the ____ day of _____, 2016.

Gale Christy, Mayor

TRUSTEE BILL NO.1
SERIES OF 2016

ATTEST:

J.D. McCrumb,
Clerk of the Town of Columbine Valley



Request for Board of Trustee Action

Date: February 16, 2016

Title: Contract For New Town Hall Phone System

Presented By: Dana Struthers, Manager of Support Services

Prepared By: Dana Struthers, Manager of Support Services

Background: The phone system originally installed when the current Town Hall was constructed has become obsolete and can no longer be serviced. This has become a problem for day to day operations including an inability to access employee voicemails or change out going messages. Over the course of the last two years, several instances of phone system failure have hindered staff's ability to serve our citizens and customers. In those instances Town staff and external contractors (North Star tech support) have been able to piece meal a solution within several hours.

The increased frequency and increased difficulty in solving such problems has highlighted the urgency for a new phone system. The Trustees included a \$20,000 line item in the 2016 budget for this purpose. Staff researched numerous providers and telephone systems and selected three from which bids were received. An additional company was reviewed per the Boards request

Attachments: Spread sheet comparing four bids
Contract from staff recommended company

Fiscal Impacts: None other than budgeted capital expense

Staff Recommendations: Approve contract from dpcNetworks as attached

Recommended Motion: "I move to approve the contract from dpcNetworks for a new phone system at Town Hall"



4251 Kipling Street, Suite 580
Wheat Ridge, CO 80033
1-888-203-1110
www.dpcnetworks.com

Cash Purchase Agreement

This agreement entered into between **DPC Networks** located at 4251 Kipling Street, Suite 580, Wheat Ridge, Colorado 80033 (hereinafter referred to as "DPC") and Town of Columbine Valley located at 2 Middlefield Rd Columbine Valley, CO 80123 (hereinafter referred to as "Client"). DPC agrees to sell to Client and Client agrees to purchase from DPC, in accordance with the terms and conditions herein, the equipment described herein (hereinafter referred to as "Equipment"), to be installed at: 2 Middlefield Rd Columbine Valley, CO 80123

PURCHASE PRICE AND PAYMENT TERMS: Client agrees that the Equipment is to be purchased at the purchase price and payment terms described below.

PURCHASE PRICE	<u>\$ 15,595.00</u>	
SALES TAX:	<u>\$ Tax Exempt</u>	(80% of purchase price)
TOTAL:	<u>\$ 15,595.00</u>	

PAYMENT TERMS:

70%	<u>\$ 10,916.50</u>	(Due upon execution of contract)
30% (incl. tax)	<u>\$ 4,678.50</u>	(Due upon installation)

EQUIPMENT DESCRIPTION:

See Attachment A – Equipment Description

TERMS AND CONDITIONS

TAXES: Client shall be responsible for all local, excise, sales, property, and all other taxes levied with respect to the Equipment being purchased by Client.

AGREEMENT: Client acknowledges that this Agreement supersedes all previous discussions or agreements between DPC and Client, whether oral or written, expressed or implied. All installment payments set forth above shall be made without claim or reduction for any purpose.

RISK OF LOSS: Once Equipment is delivered to Client's premises, all risk of loss and responsibility for damage shall pass to Client, regardless of passage of title to the Equipment to Client. Client assumes responsibility for, among other things, (i) the selection of the Licensed Software to achieve Client's intended results, (ii) the acquisition of other software (including any programming or operating system software) and/or equipment compatible with the Licensed Software, and (iii) the installation, use and results obtained from the Licensed Software. Further, for the express purpose of limiting the liability against **DPC Networks**, Client agrees that, **DPC Networks** SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE LICENSED SOFTWARE, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, EVEN IF **DPC Networks** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES



4251 Kipling Street, Suite 580
Wheat Ridge, CO 80033
1-888-203-1110
www.dpcnetworks.com

RIGHT TO ACT AS AGENT: Client will provide an "agency letter" authorizing DPC to act as agent for Client in ordering any necessary services from the local telephone utility company.

INSTALLATION DATE: Installation date is defined as the date upon which the Equipment is installed on Client's premise, and sufficiently performs the basic service for which the equipment is designed, and sufficiently performs to the clients' satisfaction. DPC shall not be held liable for any special, consequential, or punitive damages beyond the reasonable control of DPC. DPC shall not be liable for unforeseen circumstances causing delays in delivery or installation of the Equipment. Client agrees not to withhold any payments due to circumstances beyond the control of DPC. Client will confirm the installation date by authorizing a Delivery and Acceptance Certificate. This authorization will be signed by Client no later than five (5) working days after installation date, unless equipment is not performing to Client satisfaction, in which case equipment will be returned and money refunded. Execution of the Delivery and Acceptance Certificate confirms Client's inspection and complete satisfaction of the Equipment. The Town of Columbine shall not be held liable for any damages caused by DPC. The installation date shall be set for February 12th, 2016. Labor for the installation will begin on the set installation date of February 12th, 2016. If the set installation date does not work for any reason, we will schedule the installation for no later than seven (7) days thereafter.

WARRANTY: For a period of five (5) years after the installation date, DPC will warrant the Equipment for all parts and labor. Upon notification of a defective part, DPC shall have the option of repairing and or replacing such defective part. This service shall be Client's sole remedy. Replacement parts may be new or reconditioned at the option of DPC. All replaced parts become the property of DPC.

TRAINING: Training will be provided to Client by DPC personnel during the warranty period.

MAINTENANCE: Maintenance service during the warranty period will be provided without charge to Client during normal business hours. These hours are defined as 8:00 AM to 5:00 PM, Monday through Friday (excluding holidays). Emergency service during the warranty period (defined as more than fifty percent [50%] system failure including, but not limited to, the inability to complete any incoming or outgoing calls). Emergency service will be provided to Client seven (7) days a week, 24 hours a day, and DPC will respond within 3 hours of notification.

Maintenance service under this Agreement does not include repair or service as a result of: (1) neglect, theft, or misuse which results in damage; (2) alterations to the Equipment performed by personnel other than DPC personnel; (3) failure of Client to provide and maintain a suitable environment; (4) use of Equipment for purposes other than those for which it was designed; (5) use of supplies or materials not meeting telephone manufacturer's specifications; (6) electrical work external to the Equipment or service connected with Equipment relocation, reconfiguration, or additions; (7) cutoff of services by local utility; (8) acts of God.

LIMITATION OF LIABILITY: DPC shall not be liable for any special, incidental or consequential damages or for loss, damage or expense, directly or indirectly arising from Client's use of or inability to use the Equipment, either separately or in combination with other equipment. DPC shall not be liable for personal injury, loss or destruction of other property; or for the payment of any charges by any company to Client for termination of or failure to terminate pre-existing agreements or for removal of existing equipment; and unauthorized trespass of programming, software and or equipment, modem lines and long distance carrier services. DPC shall not be responsible for the procurement of, or payment for any licensing requirements as a result of the use of copyrighted music with the Equipment.

DEFAULT: Should Client fail to pay any amount due to DPC as set forth herein, or defaults in any other obligation, then, in addition to all other remedies available to DPC by law or by this Agreement, and not in limitation thereof, DPC may, until said sum is paid in full: declare the entire remaining amount due and payable and after notice, disconnect the Equipment; terminate further installation of the Equipment; cease maintaining and or enter the Client's premises and without liability for trespass or damages and with or without notice, take possession of and



4251 Kipling Street, Suite 580
Wheat Ridge, CO 80033
1-888-203-1110
www.dpcnetworks.com

remove the Equipment.

ASSIGNMENT: Client may not assign this Agreement, in whole or in part, without first obtaining the written consent of DPC. DPC shall not assign this agreement without the client's consent. This Agreement shall inure to and be binding upon the parties and their successors and assigns.

MISCELLANEOUS: This Agreement shall be enforced subject to the laws of the state of Colorado. Client expressly consents to jurisdiction within the state. No delay or omission to exercise any right, power or remedy available to a party upon breach or default of the other party under this Agreement shall impair any such right, power or remedy of the non-breaching party, nor shall it be construed to be a waiver of any subsequent breach or default therein. Any waiver, consent, or approval of any kind or any breach or default, or any waiver of any provision of this Agreement will only be effective if in writing and approved by both parties.


Town of Columbine Valley		dpcNETWORKS	
Company Name		Company Name	
2 Middlefield Rd		4251 Kipling Street, Suite 580	
Address		Address	
Columbine Valley, CO 80123		Wheat Ridge, Colorado 80033	
City/State/Zip Code		City/State/Zip Code	
303-795-1434		303/571-1055	303/571-5494
Phone Number	Fax Number	Phone Number	Fax Number
Signature		Signature	
		K. Lawrence Pederson, President	
Printed Name & Title		Printed Name & Title	
Date		Date	
		Account Executive	
		Date	

Date

Attachment A: Equipment Description

Installation includes use of existing telephone cable, labor and a five (5) year warranty on all parts and labor.

MITel MiVoice Office EQUIPMENT PROPOSAL

- | | |
|--|---|
| <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>5</p> <p>16</p> <p>21</p> <p>1</p> <p>1</p> <p>20</p> <p>1</p> <p>1</p> <p>2</p> <p>4</p> | <p> Mitel 5000 Hx IP Controller
This communications platform leverages the benefits of today's converged networks and your business' existing data network infrastructure investments.</p> <p>Mitel 5000 V6.0 CD</p> <p>SOFTWARE SITE LICENSE</p> <p>Quad Loopstart Trunk Module (LSM-4)</p> <p>Mitel 5340 IP Phone is a new generation phone that can be customized to a specific user and includes a large (backlit) graphics display, Dual Mode Protocol SP / MiNet, Wideband Audio support, HTML Applications Toolkit built in, and 48 programmable self-labelling keys that provide one-touch access to speed calls, and much more.</p> <p>Mitel 5320 IP Phone is a dual-port, dual-mode, enterprise-class IP phone with full-duplex speakerphone, a 40-character backlit display and user-programmable access to features and applications</p> <p>Mitel 5000 "Category D" IP Endpoint License</p> <p>24 port 10/ 100 managed Power over Ethernet Data switch</p> <p>Mitel Unified Voicemail, 4-ports with Unlimited Mailboxes
Users can easily and conveniently manage their voice messages with intuitive telephone prompts and integration with softkeys on Mitel telephones. Each system includes a multi-level auto-attendant to conveniently and quickly route incoming calls to their destination, and supports alternate greeting to provide callers with important information while easing the burden on reception staff. Each system includes the ability to integrate voicemail with email allowing you to receive your voicemail messages as an audio file in your inbox!</p> <p>Unified Communicator Express</p> <p>Polycom Conference Phone</p> <p>Cable location to Garage</p> <p>Cable Location within Office Space - No Charge</p> <p>Hours to Relocate Existing Cable - No Charge</p> |
|--|---|



Town of Columbine Valley
Dana Struthers
2 Middlefield RD
Columbine Valley, CO 80123

MITEL MiVoice Office EQUIPMENT PROPOSAL

Financial Options

Equipment Purchase Price

Total Purchase Price	\$	15,595.00
Trade In/Discount	\$	3,695.00
Net Purchase Price	\$	11,900.00

Cable and Remodel

Total Purchase Price	\$	850.00
Net Purchase Price w/ Equipment	\$	12,750.00

Cash Purchase Options

Due Upon Signature	\$	8,925.00
Due Upon Day of Installation	\$	3,825.00



Town of Columbine Valley
Dana Struthers
2 Middlefield RD
Columbine Valley, CO 80123

MITEL MiVoice Office EQUIPMENT PROPOSAL
Extended Warranty Options

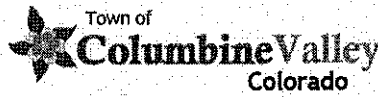
Net Purchase Price with 5-year Warranty **\$ 15,595.00**

Cash Purchase Options

Due Upon Signature	\$	10,916.50
Due Upon Day of Installation	\$	4,678.50

TOWN OF COLUMBINE VALLEY
Telephone System Prices

[illegible]



Request for Board of Trustee Action

Date: February 16, 2016

Title: Proposal for Town Hall Remodel

Presented By: J.D. McCrumb, Town Administrator

Prepared By: J.D. McCrumb, Town Administrator

Background: The Trustees included a \$100,000 line item in the 2016 budget for the purpose of remodeling Town Hall. In 2015, Staff received bids from three contractors and has brought two bids before the Board for their final consideration and action.

As was discussed in the budgeting process, this remodel will both accommodate the growth seen in Town Hall staff over the past several years (part-time administrative assistant and part-time public works staff, contract associate planner, and volunteer corps) and allow for future needs.

Attachments: Proposal from Alcorn Construction
Proposal from Pro Line Construction

Fiscal Impacts: None other than budgeted capital expense

Recommended Motion: "I move to approve the proposal from _____ to complete the remodel at Town Hall"

Construction Proposal Columbine Valley Town Hall Remodel Work

2/9/15



12081 W Alameda Pkwy #510
Lakewood, CO 80228
p 303.986.7900 f 303.986.0272

Submitted To:

Mr. Dale Skinner
Intergroup Architects
2000 W. Littleton Blvd.
Littleton, CO 80120
303.738.8877
ds Skinner@igarch.com

Submitted By:

Jeff Kegg, Project Manager/Estimator
Alcorn Construction, Inc.
12081 W. Alameda Parkway #510
Lakewood, CO 80228
p: (303) 986-7900
jeff@alcornci.com

Scope of Work: Remodel work at 2 Middlefield Rd. in Columbine Valley, Colorado per Construction Documents by Intergroup dated 1/18/16, Mechanical Drawings by SLK Consulting Group dated 1/11/16, Electrical Drawings by HPE Engineering dated 1/11/16, and site visit by Alcorn Construction. Excludes furniture moving and assumes that tenant can vacate the affected spaces during construction.

Office SF: 1,215 SF

Description	\$/sf	Amount	Notes
Final Clean	0.70	855	INCLUDES: - Cleaning of interior side of all glass, doors, frames, hardware, baseboards, and millwork - Clean and disinfect existing restroom - Strip, clean, seal, & finish existing VCT floor surfaces - Scrub and mop tile floor surfaces - Dust existing window coverings - EXCLUDES power washing of stairs. The paint stains on these stairs can not be removed without damaging the existing rubber treads. See alternate below to remove and replace these stair treads.
Demolition	1.93	2,350	INCLUDES: - Demo of existing walls, doors, frames, glass, and millwork as indicated - All demo work to be performed after-hours or over a weekend. - Excludes removal of existing carpet glue residue (typically not required for the broadloom carpet specified).
Concrete	0.00	0	
Structural & Misc. Steel	0.00	0	
Carpentry, Blocking	0.31	375	INCLUDES: - Blocking and backing as needed for new millwork
Millwork	7.39	8,975	INCLUDES: - New p-lam base cabinets with p-lam countertop at Break Room 205 (upper cabinets existing) - New p-lam upper and base cabinets with p-lam countertop and paint grade access panel at the west wall of Council Workspace room 208 - Wood cap at partial height wall at Reception 212 - Wood window frame and casing - Wood casing around new doors
Exterior Wall Patch	0.29	350	INCLUDES: - For HVAC fresh air intake.

Construction Proposal
Columbine Valley Town Hall
Remodel Work

2/9/15



12081 W Alameda Pkwy #510
 Lakewood, CO 80228
 p 303.986.7900 f 303.986.0272

Doors, Frames, Hardware (S&I)	1.99	2,420	INCLUDES: - Two (2) new plain sliced white maple doors on knock-down paint grade wood frames - Louver for 1 door - Bronze hardware with cylindrical locksets to match existing - Doors to be unfinished and finished in the field (finishing carried below with the Paint line item)
Glazing and Glass Doors	0.53	643	INCLUDES: - New 1/4" clear tempered glass for 3' x 6' sidelite window in basement
Drywall and Studs	4.73	5,750	INCLUDES: - New steel studs, drywall, and insulation per drawings - Patch walls at demo scars
Flooring	2.89	3,510	INCLUDES: - Furnish and install new carpet (CPT-1) and base (B-1) per drawings - Work to be performed in 2 phases to allow for Owner's furniture moving/relocation - All glue and flooring transitions as needed for a complete installation - Minor floor prep only
Acoustical Ceiling	1.02	1,235	INCLUDES: - Furnish and install new grid and tile in Office 107 and replace up to 10 tiles in existing areas as needed throughout
Paint & Wallcovering	2.49	3,025	INCLUDES: - Paint new and affected walls & ceilings, new door frames, and stair stringers - Finish new wood doors to match existing
Specialties	0.08	100	INCLUDES: - Sprinkler System Shutoff signage per A5
Equipment	0.00	0	
Appliances/Food Service	0.00	0	Excluded, all appliances to be by Tenant per 1/A4.
Furnishings	0.00	0	
Fire Alarm	0.00	0	Minor relocation of existing smoke detectors carried under the Electrical line item below.
Fire Sprinkler	0.00	0	Excluded, none currently in space.
Plumbing	1.78	2,157	INCLUDES: - Removal and resetting of existing sink in new location - Re-work existing waste, vent, and water lines as needed - Dishwasher connection and ice maker connection for fridge
HVAC	2.70	3,285	INCLUDES: - Furnish and install new duct runs, diffusers, grills, and louver as indicated - Relocate t-stat and provide stand alone controls - Air balance and testing
Electrical	3.61	4,390	INCLUDES: - Electrical demo and safe-off as needed - Furnish, install, and relocate receptacles, switches, occupancy sensors, lighting, and tele/data stubs - Minor relocation of one existing smoke detector as needed - Excludes relamping of existing down-lights per site walk with the Owner

Construction Proposal Columbine Valley Town Hall Remodel Work

2/9/15



12081 W Alameda Pkwy #510
Lakewood, CO 80228
p 303.986.7900 f 303.986.0272

General Conditions	8.37	9,753	Project management, supervision, mileage, protection of existing, printing, dumpsters.
Permits, Fees, Use Tax	0.00	0	Excluded - None required per ACI discussion with Columbine Valley
Insurance	0.63	738	General Liability, Workers Comp.
Design	0.00	0	
Contingency	0.00	0	
Overhead and Profit	1.39	1,622	
TOTAL	44.23	51,533	
Alternates:			

1. Remove and replace rubber tread flooring at stair with similar material. Does not include new flooring material on stair stringers; these are to be repainted as noted in Paint line item above.: ADD \$2,970

Exclusions:

Permit fees, after hours work (except demo as noted above), prevailing wage, bonds, hazardous materials handling, upgrading untouched work to code, new lamps/bulbs in fixtures not specifically called out, concealed conditions, keying, tele/data cabling and related terminations, major floor prep (extents can not be determined until existing flooring is removed), phone systems, systems furniture, moving or lifting tenants FF&E, window coverings, A/V equipment or conduit, security system work, items with \$0 dollar value above, design, cost escalation (pricing is good for 30 days).

Schedule:

Work is expected to take approximately 4 weeks to complete. Based on ACI discussion with Owner, work is expected to start some time between April 1st and May 31st pending approval of the Town Council. ACI has the ability to start the work earlier as well.

Proposed Contract Terms:

1. Payment terms are Net 30 days from contractor invoice with 10% retention up to 50% job progress and 0% retention after that. Payments later than 30 days will incur a 10% annual finance charge (.84%/month). If portions of payment are in dispute, only the disputed portions will be withheld until dispute resolution – all other portions will be paid within payment terms.

2. To the fullest extent permitted by law, Alcorn Construction, Inc. shall defend, indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents and employees from all claims for bodily injury and property damage (other than to the Work itself and other property required to be insured by the owner), that may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions by Alcorn Construction, Inc., Subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Alcorn Construction, Inc. shall not be required to defend, indemnify or hold harmless the Owner, Owner's officers, directors, members, consultants, agents and employees for any acts, omissions or negligence of the Owner, the Owner's officers, directors, members, consultants, employees, agents or separate contractors.

3. To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless Alcorn Construction, Inc., its officers, directors or members, Subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured by the owner, that may arise from the performance of work by Others, to the extent of the negligence attributed to such acts or omissions by Others.

4. WAIVER OF SUBROGATION

a. The Owner and the Alcorn Construction, Inc. waive all rights against each other, the Architect/Engineer (if employed by Alcorn), and any of their respective employees, agents, consultants, Subcontractors, Material Suppliers and Subsubcontractors for damages covered by the insurance provided by the Owner to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Alcorn Construction, Inc. as trustees. Alcorn Construction, Inc. shall require similar waivers from the Architect/Engineer and all Subcontractors, and shall require each of them to include similar waivers in their subsubcontracts and consulting agreements.

b. The Owner waives subrogation against Alcorn Construction, Inc., the Architect/Engineer (if employed by Alcorn), Subcontractors, Material Suppliers and Subsubcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

c. The policies shall also be endorsed to state that the carrier waives any right of subrogation against Alcorn Construction, Inc., the Architect/Engineer (if employed by Alcorn), Subcontractors, Material Suppliers, or Subsubcontractors.

5. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES** The Owner and Alcorn Construction, Inc. agree to waive all claims against the other for all consequential damages that may arise out of or relate to this Agreement. The Owner agrees to waive damages including but not limited to the Owner's loss of use of the Property, all rental expenses incurred, loss of services of employees, or loss of reputation. Alcorn Construction, Inc. agrees to waive damages including but not limited to the loss of business, loss of financing, principal office overhead and profits, loss of profits not related to this Project, or loss of reputation. This paragraph shall not be construed to preclude contractual provisions for liquidated damages when such provisions relate to direct damages only. The provisions of this paragraph shall govern the termination of this Agreement and shall survive such termination.

Construction Proposal
**Columbine Valley Town Hall
Remodel Work**
2/9/15



12081 W Alameda Pkwy #510
Lakewood, CO 80228
p 303.986.7900 f 303.986.0272

6. Alcorn Construction, Inc. shall carry the following insurance:

a. Commercial General Liability Insurance

- i. Each Occurrence Limit \$1,000,000
- ii. General Aggregate \$2,000,000
- iii. Products/Completed Operations Aggregate \$2,000,000
- iv. Personal and Advertising Injury Limit \$1,000,000

b. Comprehensive Automobile Liability Insurance

- i. Combined Single Limit Bodily Injury and Property Damage
- ii. 1,000,000 Each Occurrence
- iii. Bodily Injury: \$1,000,000 Each Person, \$1,000,000 Each Occurrence
- iv. Property Damage: \$1,000,000 Each Occurrence

c. \$5,000,000 Excess Liability Coverage

d. Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy.

e. The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days prior written notice has been given to the Owner. Certificates of insurance showing required coverage to be in force shall be filed with the Owner prior to commencement of the Work.

f. Products and Completed Operations insurance shall be maintained for a minimum period of one year(s) after either ninety (90) days following the Date of Substantial Completion or final payment, whichever is earlier.

7. The Owner shall obtain it's own Liability Insurance. The Owner shall obtain Builder's Risk Insurance for new buildings/structures and Property Insurance for existing buildings/structures. Unless otherwise provided for in the Contract Documents, Owner shall carry Installation Floater/Builder's Risk Insurance protecting Owner against all risks of direct physical loss or damage to the Work performed at the site, including debris cleanup and removal, extra expense, and business interruption.

8. Dispute resolution shall be by Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

Signed:
Alcorn Construction, Inc.

Signed and Accepted:
Columbine Valley

A handwritten signature in black ink, appearing to read "Jeff Kegg", is written over a horizontal line.

2/9/2016

Jeff Kegg, Project Manager/Estimator Date

Name

Date

Pro Line INC
CONSTRUCTION

PROPOSAL

Submitted to:		Project:	
Columbine Valley Town Hall 2 Middlefield Rd Columbine Valley, CO 80123		Interior Remodel 2 Middlefield Rd Columbine Valley, CO 80123	
Attention	Date	Proposal Number	Submitted By
Mr. J.D. McCrumb	2/8/16	PE51102C	Mitch Allen

SCOPE OF WORK

Work per Intergroup Architects drawings Titled Columbine Valley Town Hall Interior Remodel, dated 2016.01.18

PROJECT COMPLETION TIME

(20) Working Days after receipt of Permit Approximately (4) Working Days for Phase II
Exclusions: Off Hours - Overtime - Weekends - Holidays

BASE PRICE

Fifty-Seven Thousand Four Hundred Twenty-Eight Dollars
\$ 57,428.00

ALTERNATES - NOT INCLUDED IN BASE PRICE	PRICE	INITIAL
Accepted By:		Date:

DIV CODE NO.	ESTIMATE SUMMARY SECTION DESCRIPTION	QUANTITY OR UNIT COST	UNIT OF MEASR	LABOR MAN-HOURS	INDIRECT PRICING (METHOD 1)	INDIRECT LABOR COST	DIRECT LABOR COST	DIRECT MATERIAL COST	DIRECT SUB/EQP COST	EXTENDED TOTAL COST
--------------	--------------------------------------	-----------------------	---------------	-----------------	-----------------------------	---------------------	-------------------	----------------------	---------------------	---------------------

PROJ SIZE - UNITARY MEASR

1,000 BLD SF

05:08 PM

ESTIMATE SUMMARY

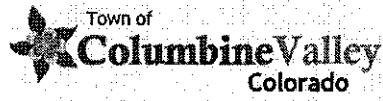
1	1000	GENERAL CONDITIONS	\$6.33 /BLD SF	0	\$0	\$0	\$5,400	\$100	\$1,050	\$6,550
2	2000	SITEWORK	\$2.17 /BLD SF	0	\$0	\$0	\$96	\$40	\$2,034	\$2,170
3	3000	CONCRETE WORK	\$0.00 /BLD SF	0	\$0	\$0	\$0	\$0	\$0	\$0
4	4000	MASONRY WORK	\$0.00 /BLD SF	0	\$0	\$0	\$0	\$0	\$0	\$0
5	5000	METALS	\$0.00 /BLD SF	0	\$0	\$0	\$0	\$0	\$0	\$0
6	6000	CARPENTRY	\$9.87 /BLD SF	0	\$0	\$0	\$240	\$150	\$9,475	\$9,865
7	7000	THERMAL & MOISTURE PROTECT	\$0.00 /BLD SF	0	\$0	\$0	\$0	\$0	\$0	\$0
8	8000	DOORS AND WINDOWS	\$2.49 /BLD SF	0	\$0	\$0	\$612	\$1,528	\$350	\$2,490
9	9000	FINISHES	\$12.62 /BLD SF	0	\$0	\$0	\$192	\$0	\$12,429	\$12,621
10	10000	SPECIALTIES	\$0.00 /BLD SF	0	\$0	\$0	\$0	\$0	\$0	\$0
11	11000	EQUIPMENT	\$0.00 /BLD SF	0	\$0	\$0	\$0	\$0	\$0	\$0
12	12000	FURNISHINGS	\$0.00 /BLD SF	0	\$0	\$0	\$0	\$0	\$0	\$0
13	13000	SPECIAL CONSTRUCTION	\$1.21 /BLD SF	0	\$0	\$0	\$880	\$139	\$175	\$1,214
14	14000	CONVEYING SYSTEMS	\$0.00 /BLD SF	0	\$0	\$0	\$0	\$0	\$0	\$0
15	15000	MECHANICAL	\$4.14 /BLD SF	0	\$0	\$0	\$240	\$100	\$3,795	\$4,135
16	16000	ELECTRICAL	\$6.40 /BLD SF	0	\$0	\$0	\$0	\$0	\$6,400	\$6,400

TOTALS FOR ALL DIVISIONS	\$45.44 /BLD SF	0	\$0	\$7,660	\$1,077	\$35,708	\$45,445
INDIRECT LABOR BURDEN COSTS	37.00% OF DIRECT LABOR (METHOD 2)		\$2,834	(METHOD 1 OR 2) >>	\$2,834		
TOTAL INCLD'G LABOR BURDEN	2	(KEY: METHOD 1 or 2)	\$10,494		\$48,279		
SALES TAXES ON MATERIAL	7.65% OF MATERIAL		\$159		\$159		
TOTAL INCLUDING SALES TAXES			\$2,235		\$48,438		
VARIABLE OH MARKUP RATES			7.00%	7.00%	7.00%	7.00%	
OVERHEAD AMOUNTS (AMTS-\$0 IF M/U METHOD-1)			\$735	\$136	\$2,500	\$3,391	
TOTAL DIR & INDR PROJ COSTS			\$11,229	\$2,392	\$38,208	\$51,828	
TOTAL DIR & INDR UNITS	\$51.83 /BLD SF		\$11.23	\$2.39	\$38.21		
ESCALATION ALLOWANCE	0.00% OF TOTAL DIRECT & INDIRECT COSTS					\$0	
CONTINGENCY ALLOWANCE	5.00% OF TOTAL DIRECT & INDIRECT COSTS					\$2,591	
PROFIT MARGIN	3.00% OF TOTAL DIRECT & INDIRECT COSTS					\$1,555	
TOTAL PROJECT VALUATION	\$55.97 /BLD SF					\$55,974	
BUILDING PERMIT	1	LS (KEY: 0 = Not Included, 1 = Included)				\$1,454	
USE TAX	0	LS (KEY: 0 = Not Included, 1 = Included)				\$0	
ARCH / ENGR	0	LS (KEY: 0 = Not Included, 1 = Included)				\$0	
TOTAL ESTIMATED AMOUNT	\$57.43 /BLD SF					\$57,428	

ITEM CODE NO	UPDATED>> ESTIMATE DETAIL LINE ITEM DESCRIPTION	05:07 PM QUANTITY	UNIT OF MEASR	LABOR UNIT COST	EXTENDED LABOR COST	MATERIAL UNIT COST	EXTENDED MATERIAL COST	SUB/EQP UNIT COST	EXTENDED SUB/EQP COST	EXTENDED TOTAL COST
DIV 1: GENERAL CONDITIONS										
**SUPERVISION & ENGINEERING										
	SUPERINTENDENT	4 WEEKS		\$1,200.00	\$4,800		\$0		\$0	\$4,800
**TEMPORARY FACILITIES										
**CONSTRUCTION UTILITIES										
	TELEPHONE/TRUCK EXPENSE	1 LS		\$0	\$0		\$0	\$120.00	\$120	\$120
**PROJECT INSURANCE & LEGAL										
**PROJECT DOCUMENTATION										
**QUALITY CONTROL										
**PROJECT MAINTENANCE & SAFETY										
	GENERAL CLEANUP	1 LS		\$480.00	\$480	\$0.00	\$0		\$0	\$480
	FINAL CLEANUP	1000 SF		\$0.00	\$0		\$0	\$0.28	\$280	\$280
	Clean Paint @ Stairs	1 LS		\$0	\$0		\$0	\$650.00	\$650	\$650
**PROJECT EQUIPMENT										
**CLIMATE CONTROL										
**PROJECT CLOSE-OUT										
	PUNCHLIST/WARRANTY WORK	1 LS		\$120.00	\$120	\$100.00	\$100		\$0	\$220
GENERAL COND'S TOTALS		\$6.55 /BLD SF			\$5,400		\$100		\$1,050	\$6,550
DIV 2: SITEWORK										
	DEMOLITION:	1 LS		\$96.00	\$96	\$40.00	\$40	\$2,034.00	\$2,034	\$2,170
	Note D7 - Base Cabinets to Remain									
	Note D8 - Floor Prep, Allowance of \$890.00 has been included to prep. remaining adhesive for new carpet install.									
SITEWORK TOTALS		\$2.17 /BLD SF			\$96		\$40		\$2,034	\$2,170
DIV 3: CONCRETE WORK										
CONCRETE WORK TOTALS		\$0.00 /BLD SF			\$0		\$0		\$0	\$0
DIV 4: MASONRY										
MASONRY TOTALS		\$0.00 /BLD SF			\$0		\$0		\$0	\$0
DIV 5: METALS										
METALS TOTALS		\$0.00 /BLD SF			\$0		\$0		\$0	\$0
DIV 6: WOODS & PLASTICS										
***	CARPENTRY & MILLWORK	1 LS		\$240.00	\$240	\$150.00	\$150	\$9,475.00	\$9,475	\$9,865
CARPENTRY WORK TOTALS		\$9.87 /BLD SF			\$240		\$150		\$9,475	\$9,865
DIV 7: THERMAL & MOISTURE PROTECTION										
THERM & MOIST PROT TOTALS		\$0.00 /BLD SF			\$0		\$0		\$0	\$0
DIV 8: DOORS AND WINDOWS										
	DOORS & HARDWARE:	1 LS		\$462.00	\$462	\$1,352.52	\$1,353		\$0	\$1,815
	Furnish & Install (2) new doors with									

ITEM CODE NO	UPDATED>> ESTIMATE DETAIL LINE ITEM DESCRIPTION	05:07 PM QUANTITY	UNIT OF MEASR	LABOR UNIT COST	EXTENDED LABOR COST	MATERIAL UNIT COST	EXTENDED MATERIAL COST	SUB/EQP UNIT COST	EXTENDED SUB/EQP COST	EXTENDED TOTAL COST
	hardware to match existing at Lower level.									
	Remove and Relocate (2) existing doors with hardware at Main Level.									
	GLASS & GLAZING:	1 LS		\$150.00	\$150	\$175.00	\$175	\$350.00	\$350	\$675
	Furnish & Install (1) window per Note 4, at lower level.									
	DOORS & WINDOWS TOTALS	\$2.49 /BLD SF			\$612		\$1,528		\$350	\$2,490
	DIV 9: FINISHES									
	FRAME, DRYWALL, & FINISH:	1 LS		\$0.00	\$0		\$0	\$5,434.00	\$5,434	\$5,434
	CERILING TILE ALLOWANCE:	1 LS		\$96.00	\$96		\$0	\$954.00	\$954	\$1,050
	FLOOR FINISH BUDGET:	1 LS		\$96.00	\$96		\$0	\$2,164.00	\$2,164	\$2,260
	FLOOR PREP. ALLOWANCE: Skim / Float at floor adhesive remaining on wood subfloor.	1 LS			\$0		\$0	\$750.00	\$750	\$750
	PAINT & DOOR FINISH BUDGET:	1 LS		\$0.00	\$0		\$0	\$3,127.00	\$3,127	\$3,127
	FINISHES TOTALS	\$12.62 /BLD SF			\$192		\$0		\$12,429	\$12,621
	DIV 10: SPECIALTIES									
	SPECIALTIES TOTALS	\$0.00 /BLD SF			\$0		\$0		\$0	\$0
	DIV 11: EQUIPMENT									
	EQUIPMENT TOTALS	\$0.00 /BLD SF			\$0		\$0		\$0	\$0
	DIV 12: FURNISHINGS									
	FURNISHINGS TOTALS	\$0.00 /BLD SF			\$0		\$0		\$0	\$0
	DIV 13: SPECIAL CONSTRUCTION									
***	PHASE II: Remove Carpet & Base, F&I New Carpet & Base, and Paint Room 209	1 LS		\$880.00	\$880	\$159.00	\$159	\$175.00	\$175	\$1,214
	SPECIAL CONST'N TOTALS	\$1.21 /BLD SF			\$880		\$159		\$175	\$1,214
	DIV 14: CONVEYING SYSTEMS									
	CONVEYING SYSTEMS	\$0.00 /BLD SF			\$0		\$0		\$0	\$0
	DIV 15: MECHANICAL									
	FIRE SPRINKLER: NO WORK	0 LS			\$0		\$0		\$0	\$0
	PLUMBING BUDGET: Remove & Reset Sink	1 LS			\$0		\$0	\$450.00	\$450	\$450
	HVAC BUDGET:	1 LS		\$240.00	\$240	\$100.00	\$100	\$3,345.00	\$3,345	\$3,685
	MECHANICAL TOTALS	\$4.14 /BLD SF			\$240		\$100		\$3,795	\$4,135
	DIV 16: ELECTRICAL									

ITEM CODE NO	UPDATED>> ESTIMATE DETAIL LINE ITEM DESCRIPTION	05:07 PM QUANTITY	UNIT OF MEASR	LABOR UNIT COST	EXTENDED LABOR COST	MATERIAL UNIT COST	EXTENDED MATERIAL COST	SUB/EQP UNIT COST	EXTENDED SUB/EQP COST	EXTENDED TOTAL COST
***	ELECTRICAL BUDGET:	1	LS	\$0.00	\$0		\$0	\$6,400.00	\$6,400	\$6,400
	FIRE ALARM BUDGET: NO WORK	0	LS		\$0		\$0	\$800.00	\$0	\$0
	TELEPHONE / DATA CABLING BY OTHERS									
	ELECTRICAL TOTALS	\$6.40 /BLD SF			\$0		\$0		\$6,400	\$6,400



Request for Board of Trustee Action

Date: February 16, 2016

Title: Set Public Hearing for Country Club Final Plan

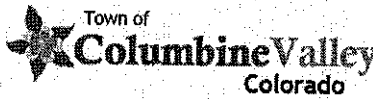
Presented By: J.D. McCrumb, Town Administrator

Prepared By: Phil Sieber, Town Planner

Background: Per Article VI Section C7a-c of the Land Use Regulations a Public Hearing must be held by the Board of Trustees when considering a Final Plan for development.

The Preliminary Plan for development of the Columbine Country Club has been heard and approved with conditions by both the Planning and Zoning Commission and the Board of Trustees. On February 9, 2016 the Planning and Zoning Commission approved with conditions the Final Plan for that development.

Recommended Motion: "I move to set a Public Hearing for consideration of the Columbine Country Club Final Plan for Tuesday, March 15, 2016 at 6:00 p.m. to be held at the Columbine Valley Town Hall."



Request for Board of Trustee Action

Date: February 16, 2016

Title: Intergovernmental Agreement with Bow Mar – Election Space

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

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

Background: The Town of Bow Mar is in need of a space in which to collect and count ballots for their April 5 municipal election. In past years they have utilized the services of Arapahoe County; however, that option was not available at this time.

The Town of Columbine Valley's Town Hall is a space available for such use and Bow Mar has inquired as to its availability.

Attachments: No attachment available at time of printing and distribution

Fiscal Impacts: No fiscal impact is anticipated.

Staff Recommendations: Authorize the mayor to sign an IGA with terms and conditions set forth by the Trustees.

INTERGOVERNMENTAL AGREEMENT
(Election Services)

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

RECITALS

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

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

WHEREAS, Bow Mar has determined it is necessary to hold its Municipal Election on April 5, 2016; and

WHEREAS, Bow Mar lacks a physical facility that complies with the requirements of state law for the receipt and acceptance of mail ballots by mail or hand-delivery in connection with a mail ballot election, and lacks a full-time staff to accept the personal delivery of mail ballots during the pre-election period; and

WHEREAS, Bow Mar has requested that Columbine provide the use of the Columbine Valley Town Hall, located at 2 Middlefield Road, Columbine Valley, Colorado ("Town Hall"), and certain limited administrative support in assist in its conduct of its April 5, 2016 Mail Ballot Election ("Election") and Columbine agrees to provide the use of its Town Hall and to provide certain limited administrative support to Bow Mar as more particularly set forth below in this Agreement; and

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

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

1. Election Services. For the period February 22, 2016, through April 5, 2016, Columbine agrees to provide the following election-related services to Bow Mar:

a. Columbine agrees to have its Town Hall serve as the official mailing location for all Bow Mar mail ballots in connection with the Election. Bow Mar mail ballots will be addressed as follows:

Bow Mar Town Clerk
c/o Columbine Valley Town Hall
2 Middlefield Road
Columbine Valley, CO 80123

b. Columbine further agrees that its Town Hall will serve as the official "Drop-off Location" for Bow Mar mail ballots and Columbine staff will accept mail ballots delivered personally by Bow Mar voters during the following periods:

8 a.m. to 4 p.m. Monday – Friday, March 21, 2016 through April 4, 2016, and

7 a.m. to 4 p.m. on Election Day, April 5, 2016 (coverage from 4 p.m. to 7 p.m. on Election Day shall be the sole responsibility of Bow Mar).

c. Bow Mar will provide Columbine with one or more locked and sealed ballot depository boxes for the receipt of all mail ballots received in the mail or by personal delivery no later than February 26. Columbine staff will not have a key to open the ballot box(es); all ballot box keys and seals will be retained by the Bow Mar Town Clerk.

d. As mail ballots are received by mail or personal delivery at Town Hall, Columbine staff will promptly date stamp the outer envelope, and place a check mark next to the names of electors who have returned a ballot in a log book provided by Bow Mar, and immediately place the unopened envelope in the locked and sealed ballot depository box.

e. Columbine staff will not open any ballot envelopes or further process the ballots in any manner other than as specified herein.

f. Columbine staff will monitor the security of the ballot depository box at all times during regular business hours and secure it in a locked room within the Town Hall each evening in compliance with applicable law.

g. Columbine shall keep a careful and accurate accounting of time, supplies, and salaries attributable to the election services described herein. An estimate of the cost is \$_____, which is an estimate and not intended to be binding. The parties agree that the costs will not exceed \$_____.

2. Bow Mar is the Designated Election Official for the Election. Bow Mar and Columbine expressly agree and acknowledge that the provision of a mailing and drop-off location and limited administrative services described in this Agreement does not mean

that Columbine is the Designated Election Official for the Election.

3. Bow Mar is responsible for all duties specified under Article 10 of Title 31 of the Colorado Revised Statutes in connection with the Election, except for those expressly described in this Agreement. Bow Mar's duties include, but are not limited to:

a. Preparing the mail ballot packets and verifying the accuracy of the registered voter mailing lists;

b. Mailing ballots to active military/UOCAVA voters no later than February 19, 2016;

c. Mailing ballots to all active registered voters through their vendor during the period of March 14-21, 2016;

d. Handling all requests for replacement ballots and ballots for eligible electors who did not receive a ballot, and any other necessary voter services;

e. Providing election judges for the Election;

f. Maintaining the accuracy of the poll book and all other Election records;

g. Complying with all posting and publication requirements;

h. Verifying and processing the ballots, tabulating the votes and canvassing the returns; and

i. Maintaining all election records for the statutory period.

4. Bow Mar agrees to reimburse Columbine for any costs or expenses incurred in connection with this Agreement, not later than 30 days after the receipt of an invoice from Columbine detailing such costs and expenses.

5. Bow Mar avers that it has sufficient funds available in its approved budget to pay for the services provided for under this Agreement.

6. Nothing in this Agreement requires Columbine or its staff to make determinations on the qualifications or eligibility of any person to vote. Columbine's sole responsibilities under this Agreement are as described above.

7. Bow Mar agrees to indemnify, defend and hold Columbine and its officials, employees, agents or representatives harmless from claims, suits, demands, obligations

and liabilities of every kind or nature arising from or incurred as the direct result of its provision of the limited Election services described under this Agreement during the Term hereof, except for wanton and willful acts or omissions of Columbine, by and through its officials, employees, agents or representatives. In the event a claim is brought against Columbine for any liability as described in this paragraph 7, then Bow Mar agrees to defend said claim on behalf of Columbine, at its own expense and shall reimburse Columbine for any and all attorney's fees incurred by Columbine in connection therewith.

8. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Bow Mar and Columbine, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of Bow Mar and Columbine that any person or party other than Bow Mar or Columbine receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction and venue for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach thereof, shall be only in the Arapahoe County District Court.

10. Any notice required to be given by either party to the other shall be deemed given if in writing and actually delivered or deposited in the United States mail in registered or certified form with return receipt requested, postage prepaid, addressed to the notified party at the address set forth above or as changed by notice given pursuant to this Section.

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

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

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

12. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

13. No waiver by any party of any breach of any provisions hereof shall be effective or enforceable unless made in writing signed by the party.

14. This Agreement is a full and complete integration of the terms, conditions and Agreement of the parties whether oral or written.

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

Dated this ____ day of _____, 2016.

Town of Columbine Valley, Colorado

By: _____
Mayor

Attest: _____

Town of Bow Mar, Colorado

By: _____
Mayor

Attest: _____

**Town of Bow Mar
Municipal Election April 5, 2016**

**Procedures for Drop-Off Ballot Location at Town of Columbine
Valley Town Hall, 2 Middlefield Road, Columbine Valley, CO
80123**

1. Bow Mar will mail ballots to active military/UOCAVA voters no later than February 19, 2016.
2. Bow Mar will mail ballots to all active registered voters through their vendor between March 14-21, 2016.
3. The return envelopes will be addressed as follows:

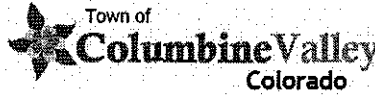
Bow Mar Town Clerk
c/o Columbine Valley Town Hall
2 Middlefield Road
Columbine Valley, CO 80123
4. The Town of Columbine Valley will act as the official "Drop-off Location" for ballots during the following periods:

8 a.m. to 4 p.m. Mon – Fri, March 21, 2016-April 4, 2016

7 a.m. to 7 p.m. on Election Day, April 5, 2016
5. Bow Mar will provide a locked depository box for all mailed and dropped-off ballots to Columbine Valley no later than March 14. Columbine Valley staff will monitor the depository box at all times and secure it in a locked room each evening. Columbine Valley staff will not have a key to open the box; the key will be retained by the Bow Mar Town Clerk.
6. As ballots are received (by mail or drop-off), Columbine Valley staff will date stamp the outer envelope, and drop it into the locked depository box.
7. Columbine Valley staff will keep a tally sheet noting how many ballots are received each day and provide such information to the Bow Mar Town Clerk when requested.

8. Columbine Valley staff will not open any ballot envelopes, or further process the ballots in any way.
9. The Bow Mar Town Clerk will handle all requests for replacement ballots and ballots for eligible electors who did not receive a ballot, upon receipt of a sworn statement from the elector stating the reason for requesting the ballot and verification of voter registration.
10. The Columbine Valley Administrator and Bow Mar Clerk will determine appropriate staffing for Election Day. It is anticipated that Columbine Valley will open the Town Hall at 7 a.m. and be available to receive ballots until 4 p.m. At or prior to 4 p.m., the Bow Mar Town Clerk and Election Judges will arrive to received ballots from 4 to 7 p.m. and to process and count ballots until finished. The Bow Mar Clerk will be available at her office or at Columbine Valley Town Hall throughout the day to assist with voter registration issues and requests for ballots.

JD – I don't see how I can have you guys issue replacement ballots because in addition to accepting the sworn statement, you also have to verify that the voter is registered to vote in Bow Mar, or register them to vote. I think they will have to get them from me because I will have the registration list. Still trying to figure out this part – any ideas would be welcome.



Request for Board of Trustee Action

Date: February 16, 2016

Title: Construction Impact Fee

Presented By: Lee Schiller, Town Attorney

Prepared By: Lee Schiller, Town Attorney

Background: With recent developments the Town has considered imposing impact fees on developers of new construction (multi-site). The Town collected \$42,000 from Willowcroft which was essentially a Construction Impact Fee since the purpose was to repair the damage to Middlefield that would result from construction traffic. With Wilder Lane, staff discussed an impact fee but their Construction Management Plan specified that there would be no construction traffic allowed on Middlefield. Therefore there was no fee imposed.

With the anticipated approval of the Columbine Country Club in March of this year Staff would like direction from the Board regarding a comparable fee to offset the impact of the Club's construction traffic.

Attachments: None

Fiscal Impacts: Not known at this time

Staff Recommendations: No recommendation at this time