

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

January 20, 2015

**A G E N D A**

1. ROLL CALL 6:30PM
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF MINUTES Mayor Christy  
November 18, 2014  
November 24, 2014  
December 9, 2014
4. CITIZENS CONCERNS Mayor Christy  
Columbine Country Club  
HOA Representatives
5. MAYOR'S COMMENTS Mayor Christy  
Presentation to Greg Bowman – 25 Years of Service
6. POLICE DEPARTMENT REPORT Chief Cottrell
7. TRUSTEE REPORTS:  
Building Commissioner Trustee May  
Planning & Development Trustee Best  
Public Safety Trustee Menk  
Public Works Trustee Newland  
Special Affairs Trustee Champion  
Finance Trustee Cope  
Town Administrator Mr. McCrumb
8. OLD BUSINESS Mr. Schiller  
Platte Canyon Study IGA
9. NEW BUSINESS  
Set Public Hearing for Wilder Lane Final Approval  
Willowcroft Manor Entry Monument
10. EXECUTIVE SESSION Mayor Christy  
Approvals of Minutes 11/18/14 and 11/24/14,  
Discuss personnel matters in accordance with CRS 24-6-402(4)
11. ADJOURNMENT

**TOWN OF COLUMBINE VALLEY**

**BOARD OF TRUSTEES**

Minutes

November 18, 2014

Mayor Christy opened the Public Hearing at 6:00 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, Mark Best, Jim Newland, Jeff May, Dave Cope and Richard Champion

Absent: Bruce Menk

Also present: Lee Schiller, Jeff Tempas, J.D. McCrumb, Bret Cottrell, Phil Sieber and Brent Kolson

**PUBLIC HEARING:**

**Amendment of 2014 Budget:** Mr. Schiller presented Resolution # 5, Series 2014. Mr. Tempas explained that as a result of the Willowcroft Development the Town had both received more income than anticipated and therefore spent more than planned in the 2014 budget. Per state statute, an amendment accounting for those differences is necessary.

**PUBLIC COMMENT:** There were no members of the public present.

**ADJOURNMENT:** The public hearing was closed at 6:05 p.m.

Mayor Christy opened the Public Hearing at 6:05 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, Mark Best, Jim Newland, Jeff May, Dave Cope and Richard Champion

Absent: Bruce Menk

Also present: Lee Schiller, Jeff Tempas, J.D. McCrumb, Bret Cottrell, Phil Sieber and Brent Kolson

**PUBLIC HEARING:**

**2015 Town Budget:** Mr. Tempas presented the attached 2015 budget including all spending requests by the Trustees and staff. With the exception of some typo corrections, this is the same budget that was distributed and discussed at the October meeting.

**PUBLIC COMMENT:** There was one member of the public present, there were no questions.

**ADJOURNMENT:** The public hearing was closed at 6:18 p.m.

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, Bruce Menk, Dave Cope, Mark Best, Jeff May, Richard Champion, Jim Newland

Also present: Lee Schiller, J.D. McCrumb, Bret Cottrell, Jeff Tempas, Phil Sieber, Troy Carmann, Brent Kolson

**MINUTES:** The minutes of the October 21, 2014 meeting were approved.

**CITIZEN CONCERNS:** None

**MAYOR'S COMMENTS:** Mayor Christy presented the Board with a copy of a DRCOG update letter and described the benefits of our participation with that organization.

**POLICE DEPARTMENT:**

- Chief Cottrell presented the attached report for October 2014
- There was an attempted burglary in Burning Tree – no entry was gained
- Officer Nate Fischer will be giving notice soon – he will be joining the Cherry Hills PD
- Officer Kazmirskis' departure is anticipated in early 2015

**TRUSTEE REPORTS:**

**Building Commissioner:** Trustee May presented the attached report.

**Planning and Development:**

- Mr. Sieber gave a brief update on Town developments.
- An update on the Platte Canyon traffic study is anticipated in February or March of 2015

**Public Safety:** None

**Public Works:** Trustee Newland updated the Board on the Eagle/Par lateral repairs. Par Circle has received a temporary fix that is anticipated to last at least through the winter. No updates on the Eagle repairs.

**Special Affairs:** Trustee Champion updated the Trustees on a proposal from Century Link. No meetings have been set at this time, anticipated discussion in early 2015.

**Treasurer:** Mr. Tempas presented the attached financials. He addressed the variances in several line items which were mostly the result of the timing payments and revenues.

**Town Administrator:** Mr. McCrumb presented the attached report.

**OLD BUSINESS:**

- **Trustee Bill # 9, Series 2014 Land Use Regulations (2<sup>nd</sup> Reading)** Mr. Sieber and Mr. Kolson presented the Bill. The Board reviewed and discussed the 20% staff Open Space recommendation and clarified the definitions associated with Open Space. The Board took the following action:  
**ACTION: upon a motion by Trustee Best and a second by Trustee Menk, the Board of Trustees unanimously approved Trustee Bill # 9, Series 2014 on 2<sup>nd</sup> Reading with a requirement of 20% Common Open Space in all future planned developments.**
- **Resolution #4, Amending Land Use Regulations:** Mr. Sieber presented Resolution #4.  
**ACTION: upon a motion by Trustee Best and a second by Trustee Newland, the Board of Trustees approved Resolution # 4, Series 2014.**

**NEW BUSINESS:**

- **Trustee Bill #10, Series 2014 (1<sup>st</sup> Reading):** Upon review of the 2015 Summary of Revenues and Expenditures and 2015 Budget for the Town of Columbine Valley, the Board of Trustees took the following action:  
**ACTION: upon a motion by Trustee Cope and a second by Trustee Newland, the Board unanimously approved Trustee Bill #10, Series 2014 on 1<sup>st</sup> Reading.**
- **Resolution #5, Appropriation of Additional Sums of Money:** Upon review of Resolution # 5, the Board took the following action:  
**ACTION: upon a motion by Trustee Cope and a second by Trustee Champion the Board unanimously approved Resolution #5, Series 2014.**

**EXECUTIVE SESSION:** Upon a motion by Trustee Menk and a second by Trustee Newland, the Board unanimously approved entering into executive session at 7:13p.m. to discuss personnel matters in accordance with CRS 24-6-402(4).

**RETURN TO THE RECORD:** The Board returned to the record at 8:50 p.m.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 8:55 p.m.

Submitted by,  
J.D. McCrumb,  
Town Administrator

## TOWN OF COLUMBINE VALLEY

### BOARD OF TRUSTEES

Minutes

November 24, 2014

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, Mark Best, Jeff May, Richard Champion, Jim Newland and Bruce Menk

Also present: Lee Schiller, J.D. McCrumb, Jeff Tempas

Trustee Champion disclosed to the Board of Trustees that he had recently met with representatives at Taylor Morrison regarding the purchase of a lot and construction of a home in Willowcroft. He was willing to recuse himself if the Board wished. The Town Attorney advised that no conflict existed. Trustee Champion did not recuse himself.

#### NEW BUSINESS:

- **Willowcroft Perimeter Wall:** Mr. McCrumb presented a proposed amendment to the perimeter masonry wall amendment at the northeast corner of the development on behalf of Taylor Morrison. The change was designed to avoid utility connection box and the root systems of several mature trees. The Board of Trustees discussed the proposed change and took the following action:

**ACTION: upon a motion by Trustee Best and a second by Trustee May, the Board of Trustees unanimously approved the changes to the perimeter wall with the following conditions:**

- **No diagonal runs of the wall**
  - **No iron/open sections of the wall**
  - **Pier and Beam construction to pass telephone pole**
  - **Squared around box**
  - **Preserve the trees**
- **Willowcroft Perimeter Wall:** Mr. McCrumb presented a second proposed amendment to the perimeter masonry wall at the southwest corner intended to avoid another section of mature trees. The Board of Trustees discussed the proposed change and took the following action:  
**ACTION: upon a motion by Trustee Menk and a second by Trustee Champion, the Board of Trustees approved 4-2 (Best, May voted Nay) the changes to the perimeter wall.**

**EXECUTIVE SESSION:** Upon a motion by Trustee Menk and a second by Trustee Newland, the Board unanimously approved entering into executive session at 7:38p.m to discuss personnel matters in accordance with CRS 24-6-402(4).

**RETURN TO THE RECORD:** The Board returned to the record at 8:15 p.m.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 8:15 p.m.

Submitted by,  
J.D. McCrumb  
Town Administrator

**TOWN OF COLUMBINE VALLEY**  
**BOARD OF TRUSTEES**  
Minutes  
December 9, 2014

Mayor Christy called the Board meeting to order at 7:31 p.m., in the Ball Room at the Columbine Country Club at 17 Fairway Lane, Columbine Valley, Colorado.

Mayor Christy asked honored guest Germaine Gregg to call the roll; she found the following present:  
Trustees: Gale Christy, Mark Best, Dave Cope, John Fischer, Jeff May, Richard Champion  
Absent: Jim Newland  
Also present: Lee Schiller, Jeff Tempas, J.D. McCrumb, Bret Cottrell and approximately 60 invited guests.

Mayor Christy asked honored guest John Fischer to lead the Pledge of Allegiance.

**OLD BUSINESS:**

**Trustee Bill #10, Series 2014:** Upon review of the 2015 Summary of Revenues and Expenditures and 2015 Budget for the Town of Columbine Valley, the Board of Trustees took the following action:

**ACTION: upon a motion by Trustee Cope and a second by Trustee Champion, the Board unanimously approved Trustee Bill #10, Series 2014.**

**NEW BUSINESS:**

**Resolution # 5, Series 2014:** Upon receipt of the valuation of the property in the Town from the Arapahoe County Assessor's Office, the Treasurer calculated the appropriate mill levy and the Board took the following action:

**ACTION: upon a motion by Trustee Cope and a second by Trustee May, the Board unanimously approved Resolution #5 Series 2014.**

**ADJOURNMENT:** There being no further business, the meeting adjourned at 7:35 p.m.

Submitted by,

J.D. McCrumb  
Town Administrator





**BUILDING COMMISSIONER'S MONTHLY REPORT**  
**Nov-14**

ADDRESS	PERMIT	PL REV	TAX	OS	TOTAL
32 Fairway Hot Water Heater	107.50		44.70	3.73	155.93
62 Fairway Electric for New Deck	159.70		85.20	7.10	252.00
24 Spyglass Master Bath Remodel	194.80	126.62	108.00	9.00	438.42
<b>TOTALS</b>	<b>462.00</b>	<b>126.62</b>	<b>237.90</b>	<b>19.83</b>	<b>846.35</b>

**14-Dec**

85 Fairway Replace Windows	265.00		167.22	13.94	446.16
7 Winged Foot Landry Room Remodel	159.20	103.84	89.94	7.50	360.48
97 Fairway New Roof	602.63		503.46	41.96	1,148.05
10 Fairway Elec Service Change	142.15		71.33	5.94	219.42
49 Willowcroft New SFR	5,182.05	1,693.17	10,298.83	858.24	18,032.29
<b>TOTALS</b>	<b>6,351.03</b>	<b>1,797.01</b>	<b>11,130.78</b>	<b>927.58</b>	<b>20,206.40</b>

<u>Building Revenue</u>	<u>2013</u>	<u>2013 YTD</u>	<u>2014</u>	<u>2014 YTD</u>
January	\$1,693.50	\$1,693.50	\$21,355.02	\$21,355.02
February	\$2,031.87	\$3,725.37	\$11,064.70	\$32,419.72
March	\$4,864.66	\$8,590.03	\$16,061.56	\$48,481.28
April	\$18,759.33	\$27,349.36	\$11,051.71	\$59,532.99
May	\$8,326.41	\$25,675.77	\$5,801.62	\$65,334.61
June	\$34,404.33	\$70,080.10	\$28,682.64	\$94,017.25
July	\$10,437.92	\$80,518.02	\$71,043.28	\$165,060.53
August	\$16,196.48	\$96,714.50	\$2,146.10	\$167,206.63
September	\$11,498.25	\$108,212.75	\$45,074.17	\$212,280.80
October	\$9,621.77	\$117,834.52	\$12,641.00	\$224,921.80
<b>November</b>	<b>\$2,089.98</b>	<b>\$119,924.50</b>	<b>\$846.35</b>	<b>\$225,768.15</b>
<b>December</b>	<b>\$1,208.25</b>	<b>\$121,132.75</b>	<b>\$20,206.40</b>	<b>\$245,974.55</b>





**TOWN OF COLUMBINE VALLEY  
TOWN ADMINISTRATOR'S REPORT  
JANUARY 2015**

**MUNICIPAL COURT:**

Court Revenue Total:	2012	\$106,839.17
	2013	\$84,804.73

<u>Court Revenue</u>	<u>2013</u>	<u>2013YTD</u>	<u>2014</u>	<u>2014YTD</u>
January	\$7,613.25	\$7,613.25	\$5,670.50	\$5,670.50
February	\$7,447.00	\$15,060.25	\$4,160.00	\$9,830.50
March	\$6,144.75	\$21,204.00	\$7,279.50	\$17,110.00
April	\$6,433.50	\$27,638.50	\$6,999.00	\$24,109.00
May	6,123.00	\$33,761.25	\$9,258.25	\$33,367.25
June	\$5,775.00	\$39,536.25	\$6,468.25	\$39,835.50
July	\$9,162.98	\$48,699.23	\$5,979.75	\$45,815.25
August	\$6,830.50	\$55,529.73	\$5,749.25	\$51,564.50
September	\$10,312.50	\$65,842.23	\$7,635.00	\$59,199.50
October	\$10,009.00	\$75,851.23	\$2,555.50	\$61,755.00
<b>November</b>	<b>\$3,450.00</b>	<b>\$79,301.23</b>	<b>\$11,209.00</b>	<b>\$72,964.00</b>
<b>December</b>	<b>\$5,503.50</b>	<b>\$84,804.73</b>	<b>\$2,502.79</b>	<b>\$75,466.79</b>

**ADMINISTRATION STAFFING:**

Dana Struthers has taken on a new role, Manager of Support Services and Municipal Court, which better represents the work she has already been doing, as well as adds some additional responsibilities to her plate. She will now oversee all HR, Finance, Risk Management and Municipal Court functions of staff.

Patty Williams submitted her notice to the Town on December 16, due to personal reasons. She contributed a great deal to the Town and was a valuable member of the administrative team. We are excited to welcome her replacement, Ms. Connie Carpenter, starting Feb. 2.

**TOWN HALL PAINTING:**

In an effort to keep our Town facility looking great, we have begun repainting the interior of the facility, starting with the Lobby. This effort will continue at night and on the weekends, as facility use permits, for the next 10-12 weeks.

Respectfully Submitted,

J.D. McCrumb  
January 16, 2015



## **Request for Board of Trustee Action**

**Date:** January 20, 2015

**Title:** Platte Canyon Road IGA

**Presented By:** Lee Schiller, Town Attorney

**Prepared By:** Phil Sieber, Town Planner

**Background:** In 2014 the Board of Trustees approved the Platte Canyon Road Feasibility Study and allocated funds (\$8000) for the Study. We requested financial participation by Arapahoe County (\$2000) and the City of Littleton (\$1000) Both jurisdictions agreed to the financial participation subject to a mutually agreeable IGA (Intergovernmental Agreement). A copy of the IGA is attached and appears to be acceptable to all parties although there could be minor modifications by the Town Attorney or Arapahoe County and Littleton.

**Attachments:** Draft IGA

**Fiscal Impacts:** None anticipated

**Staff Recommendations:** Approve as presented

**Recommended Motion:** "I move to approve the IGA as presented and authorize the Mayor to sign the IGA with the condition that minor changes by the Town Attorney or other participants can be made so long as they do not alter the intent of the IGA or financial obligations of the Town".

## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the TOWN OF COLUMBINE VALLEY, a statutory town of the State of Colorado ("Columbine Valley"), and the CITY OF LITTLETON, a home-rule municipality of the State of Colorado ("Littleton"), and ARAPAHOE COUNTY, a county of the State of Colorado ("Arapahoe"), (each a "party" or collectively the "parties") and provides as follows:

WHEREAS, Section 29-1-203 of the Colorado Revised Statutes and Article XIV, Section 18(2) of the Colorado Constitution encourage governmental entities to make efficient and effective use of their powers and responsibilities through cooperation and execution of intergovernmental agreements;

WHEREAS, the Parties desire to proceed with the preparation of a preliminary traffic feasibility study of Platte Canyon Road between Bowles Avenue and Mineral Avenue, portions of which are located within the jurisdictions of Columbine Valley, Arapahoe County and the City of Littleton; (hereinafter "Study" ) and

WHEREAS, Platte Canyon Road between Bowles Avenue and C-470 is a state highway (SH75) under the jurisdiction of CDOT of which currently have maintenance, operations, and ownership responsibility; and

WHEREAS, the scope of the study was developed by the Platte Canyon Task Force, an intergovernmental staff group with representatives from Columbine Valley, the City of Littleton and Arapahoe County and

WHEREAS, the purpose of the study is to determine the existing and future capability of Platte Canyon Road to accommodate anticipated development in the area; and

WHEREAS, the City of Littleton, Columbine and Arapahoe County have authorized funding for the preliminary traffic feasibility study;

NOW THEREFORE, in consideration of the mutual promises, conditions and covenants contained herein, the parties hereto agree as follows:

- A. Scope of Agreement. This Agreement defines the responsibilities and financial commitments of the parties with respect to the Traffic Study.
  
- B. Scope of Traffic Study. The scope of the Traffic Study is as follows:
  
- C. Identify the existing and future traffic, operational, capacity, and safety challenges for various users (vehicle, peds, bikes, transit users) on Platte Canyon from Mineral to Bowles;
  
- D. Identify the existing geometric and physical constraints on Platte Canyon from Mineral to Bowles;
  
- E. Identify solutions that will address traffic, operational and capacity issues now and projected to occur in the future;
  
- F. Identify the physical and economic restraints on widening the Highway to four lanes, if needed, as well as other corridor level improvements;
  
- G. Analyze an option without widening Platte Canyon Road, but improves its Level of Service, operational characteristics, travel time, etc.;
  
- H. Provide conceptual cost estimates for the alternative solutions; and
  
- I. Estimate the costs of a full formal Platte Canyon Road Improvement Study that would provide more specific cost estimates and possible revenue sources.
  
- J. Public Necessity. The parties agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience and welfare of the people of the State of Colorado, and is of particular benefit to the inhabitants of Columbine Valley, the City of Littleton and Arapahoe County.
  
- K. Traffic Study Costs. It is understood that the Traffic Study costs are not to exceed \$12,500, without amendment to this Agreement. The dollar contribution by each party shall be as follows:

Dollars

Percentage

1. Columbine Valley Contribution:*	\$8,000.00	73%
2. Littleton Contribution: 9.0%	\$1,000.00	
3. Arapahoe Contribution : <u>18%</u>	<u>\$ 2,000.00</u>	
<b>Total</b>	<b>\$11,000</b>	
	<b>100%</b>	

\*The Town of Columbine Valley Contribution has been approved and allocated to the General Ledger Account established for this Study. Expenditures have been made from this account.

It is anticipated that the developer of the property known as Wild Plum Farm located in Columbine Valley, Colorado will contribute \$1,500.00 to the Traffic Study.

**L. Management of Traffic Study.** Columbine Valley with the assistance of **The Platte Canyon Task Force**, shall administer and coordinate the Traffic Study. Columbine Valley shall use its best efforts to inform the parties as to the status of the Traffic Study.

1. Contract Administration

As the contract administrator, Columbine Valley shall:

- a. Establish and maintain a method of prompt and efficient communication concerning the Study to the representatives designated by the Parties. The contract administrator shall make all reasonable effort to apprise the Parties' representatives of the progress of the Study, compliance and non-compliance with performance deadlines and shall immediately inform the Parties' representative in writing if it is anticipated or reasonably foreseeable that the Study will not be completed on time or on budget or in accordance with the underlying contract with the contractor.
- b. Communicate with Parties' designated individual staff contacts concerning the Study.
- c. Manage the funds for the Study so that invoices from the consultant(s) are paid from the Parties' and non-parties' accounts and funding sources in a reasonably even manner as established by the percentages identified in Section K above.

- d. Supervise and review the work of the consultant performing work on the Study to ensure compliance with Study established standards as agreed to by the Platte Canyon Task Force, Study contract documents, applicable laws and regulations.
- e. Provide all necessary or desirable expertise and experience (e.g. but not limited to legal, contract administration, engineering, financial, accounting) to complete the Study and manage the contractor
- f. Provide a completed Study that conforms to the scope of work and Study established standards including drawings and final reports.

2. Funding and Contract Administration

Within 10 business days of the Parties executing this agreement, Arapahoe and Littleton shall deposit into Columbine Valley Account funds equal to the amounts set forth above. The funds deposited shall be deposited into a separate Columbine Valley General Ledger Account for the Platte Canyon Road Study in the amount of Eleven Thousand Dollars and no cents (\$11,000.00). All payments to the consultant or consultants retained by the Task Force shall be subject to withholding for retainage in accordance with law, and to its contract administrator's recommendation that such payments be made in accordance with work performed to the satisfaction of Columbine Valley. Final payment shall be made in accordance with law.

3. Cost Under-runs and Over-runs.

- a. If the total actual costs to complete the Study are less than the Study budgeted cost estimate of Eleven Thousand dollars and no cents (\$11,000.00), then the amount each Party is ultimately responsible to contribute toward the Study shall be decreased in accordance with the percentage for contract under-runs and over-runs.
- b. If the total actual costs to complete the Study exceed the preliminary budget of Eleven Thousand dollars and no cents (\$11,000.00), the Parties agree to work together in good faith to increase the amount each Party is obligated to contribute in accordance with the percentage for contract over-runs as described in Section 4. The Parties agree to cooperate with each other to keep the Study within the estimated cost and also to consider changing the scope of work in order to avoid cost over-runs requiring appropriation of additional funds. Any such changes shall be effected only by a written and duly executed amendment to this Agreement.

4. Study Management.

- a. Arapahoe County Representative. Arapahoe County hereby designates Bryan D. Weimer as Arapahoe County's representative to coordinate all communication with Columbine Valley related to the Study, including issues arising under this Agreement.
- b. Littleton Representative. The City of Littleton hereby designates Robert Deeds as Littleton's representative to coordinate all communication with Columbine Valley related to the Study, including issues arising under this Agreement.
- c. Columbine Valley Representative. Columbine Valley hereby designates Philip E. Sieber as Columbine Valley's representative to coordinate all communication with the Parties related to the Study, including issues arising under this Agreement.

**M. Term of this Agreement.** The term of this Agreement shall commence upon final execution by all parties and shall terminate upon completion of the Traffic Study or 12 months after final execution by the parties, whichever occurs first. Columbine Valley shall provide each entity with a hard and electronic copy of the final agreed to study, supplemental analysis, and other Study related documents upon its completion.

**N. Amendments.** This Agreement contains all of the terms agreed upon by and among the parties. Any amendments or modifications to this Agreement shall be in writing and executed by the parties hereto to be valid and binding.

**O. Severability.** If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

**P. Applicable Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in District Court in and for the County of Arapahoe, State of Colorado.

**Q. Assignability.** No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the non-assigning party or parties to this Agreement.

**R. Binding Effect.** The provisions of this Agreement shall bind and shall inure to the benefit of Parties hereto and to their respective successors and permitted assigns.

- S. Enforceability. Parties hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.
- T. Termination of Agreement. This Agreement may be terminated upon thirty (30) day's written notice by any of the Parties, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon mutual agreement of all Parties and only upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared equally between Parties.
- U. No Discrimination in Employment. In connection with the performance of work under this Agreement, Parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.
- V. Appropriations. Notwithstanding any other term, condition, or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of the Parties.
- W. No Third Party Beneficiaries. 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 Parties, 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 Parties that any person or party other than anyone of Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

WHEREFORE, the Parties hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

**TOWN OF COLUMBINE VALLEY**

By: \_\_\_\_\_



Gale Christy, Mayor

**CITY OF LITTLETON**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**COUNTY OF ARAPAHOE**

By: \_\_\_\_\_

Nancy Doty, Chair

Arapahoe County Board of Commissioners

ATTEST: \_\_\_\_\_

Clerk to the Board