

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

A G E N D A

1. ROLL CALL 6:30PM
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF MINUTES Mayor Christy
November 17, 2015
December 8, 2015
4. CITIZENS CONCERNS Mayor Christy
Columbine Country Club
HOA Representatives
Public At-large
5. MAYOR'S COMMENTS Mayor Christy
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
Trustee Bill #11, Series 2015 Columbine Park (2nd Reading)
9. NEW BUSINESS Mr. Thelen
Trustee Bill #1, Series 2016 Adopt 2015 IBC (1st Reading)
Set Public Hearing for February 16, 2016
Auditors Engagement Letter Mr. Tempas
Appointment to the Planning and Zoning Commission Mr. Sieber
Contract for New Town Hall Phone System Ms. Struthers
Bow Mar Intergovernmental Agreement Mr. Schiller
10. EXECUTIVE SESSION
Conference with the Town Attorney for the purpose of contract negotiations and to review minutes of November 17, 2015.
11. ADJOURNMENT

TOWN OF COLUMBINE VALLEY
BOARD OF TRUSTEES
November 17, 2015 Minutes

Mayor Pro Tem Cope 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: Dave Cope, Richard Champion, Bruce Menk, Jim Newland, Jeff May and Mark Best
Absent: Gale Christy
Also present: J.D. McCrumb, Lee Schiller, Bret Cottrell, Phil Sieber, Jeff Tempas and Officer Stacy Goodyear

MINUTES: The minutes of the October 20, 2015 meeting were approved

CITIZEN CONCERNS: There were no members of the public in attendance

MAYOR'S COMMENTS: Mayor Pro Tem Cope provided the Trustees an update on Mayor Christy's recovery from scheduled surgery.

POLICE DEPARTMENT:

- Chief Cottrell presented the attached report for October 2015
- Chief Cottrell introduced Columbine Valley's newest officer, Stacy Goodyear

TRUSTEE REPORTS:

Building Commissioner: Trustee May presented the attached report

Planning and Development: Mr. Sieber presented the attached development update. Mr. Sieber also updated the Trustees on the newest referrals from the City of Littleton regarding the developments of Clayton Farm and the Circle K.

ACTION: upon a motion by Trustee Best and a second by Trustee May, the Board of Trustees unanimously authorized the Mayor to send a letter responding to the Clayton Farm Referral

ACTION: upon a motion by Trustee Best and a second by Trustee Menk, the Board of Trustees unanimously authorized the Mayor Pro Tem to send a letter requesting considerations for a second right turn lane within the Circle K property

Public Safety: Trustee Menk had no comments

Public Works: Trustee Newland reported that he would be meeting with Designs by Sundown to discuss 2015/16 snow removal

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: the Trustees tabled this item until the January meeting so that the Town Hall building could be removed from the legal description of the park

NEW BUSINESS:

- **Resolution #2, Series 2015:** Mr. Schiller presented to the Board the Arapahoe County Hazard Mitigation Plan for consideration. By adopting this plan the Town will benefit from the resources of the County's hazard mitigation planning efforts.
ACTION: upon a motion by Trustee Champion and a second by Trustee Newland, the Board unanimously approved Resolution #2, Series 2015
- **Trustee Bill #12, Series 2015 (1st Reading):** Mr. Tempas presented the attached 2016 budget including all spending requests by the Trustees and staff. The Trustees discussed at length several administrative requests ultimately removing one proposed part-time administrative position. Upon review of the 2016 Summary of Revenues and Expenditures and 2016 Budget for the Town of Columbine Valley, the Board of Trustees took the following action:
ACTION: upon a motion by Trustee Menk and a second by Trustee Champion, the Board unanimously approved Trustee Bill #12, Series 2016 on 1st Reading.

ACTION: upon a motion by Trustee Newland and a second by Trustee Champion, the Board of Trustees unanimously set a Public Hearing on the 2016 Budget for December 8, 2015 at 6:15 p.m.

EXECUTIVE SESSION: Upon a motion by Trustee Newland and a second by Trustee Champion, the Board unanimously approved entering into executive session at 9:30 p.m. to approve the minutes of September 15, 2015 and October 20, 2015 and to conference with the Town Attorney for the purpose contract negotiations and to discuss personnel matters under CRS 24-6-402(4)(b).

RETURN TO THE RECORD: The Board returned to the record at 10:25 p.m.

ADJOURNMENT: There being no further business, the meeting was adjourned at 10:30 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

Minutes

December 8, 2015

Mayor Christy opened the Public Hearing at 6:20 p.m. in the Ball Room at the Columbine Country Club at 17 Fairway Lane, Columbine Valley, Colorado. Roll call found the following present:

Trustees: Gale Christy, Mark Best, Jim Newland, Jeff May, Dave Cope and
Richard Champion, Bruce Menk

Also present: Jeff Tempas, J.D. McCrumb

PUBLIC HEARING:

2016 Town Budget: Mr. Tempas presented the attached 2016 budget including all spending requests by the Trustees and staff.

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

ADJOURNMENT: The public hearing was closed at 6:23 p.m.

Mayor Christy called the Board meeting to order at 6:30 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, Jim Newland, Jeff May, Dave Cope and
Richard Champion, Bruce Menk

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

OLD BUSINESS:

Trustee Bill #12, Series 2015: Upon review of the 2016 Summary of Revenues and Expenditures and 2016 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 #12, Series 2015 on second
reading.**

NEW BUSINESS:

Resolution # 2, Series 2015: 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
Menk, the Board unanimously approved Resolution #2 Series 2015.**

ADJOURNMENT: There being no further business, the meeting adjourned at 6:30 p.m.

Submitted by,

J.D. McCrumb
Town Administrator



BUILDING COMMISSIONER'S MONTHLY REPORT

15-Nov

ADDRESS	PERMIT	PL REV	TAX	OS	TOTAL
10 Columbine Lane Remodel	\$2,067.00	\$1,343.68	\$3,232.50	\$269.38	\$6,912.56
20 Spyglass Dr. New Roof	\$506.95		\$382.43	\$31.87	\$921.25
77 Brookhaven Basement Finish	\$1,231.80	\$812.11	\$1,467.75	\$122.31	\$3,633.97
44 Spyglass New Shake Roof	\$506.95		\$387.75	\$32.31	\$927.01
73 Spyglass Landscape Renovation	\$89.50		\$17.97	\$1.50	\$108.97
79 Brookhaven Basement Finish	\$1,100.00	\$715.00	\$1,236.60	\$103.05	\$3,154.65
1 Wilder Lane SFR	\$2,944.11	\$4,529.40	\$9,000.00	\$750.00	\$17,223.51
10 columbine Lane 200 Amp service change	\$89.50		\$30.00	\$2.50	\$122.00

Nov. Total \$33,003.92

	<u>\$2,014.00</u>	<u>2014 YTD</u>	<u>2015</u>	<u>2015 YTD</u>
January	\$21,355.02	\$21,355.02	\$14,742.95	\$14,742.95
February	\$11,064.70	\$32,419.72	\$18,825.38	\$33,568.33
March	\$16,061.56	\$48,481.28	\$50,783.31	\$84,351.64
April	\$11,051.71	\$59,532.99	\$74,019.44	\$158,371.08
May	\$5,801.62	\$65,334.61	\$6,985.21	\$165,356.29
June	\$28,682.64	\$94,017.25	\$47,356.29	\$212,712.58
July	\$71,043.28	\$165,060.53	\$38,156.89	\$250,869.47
August	\$2,146.10	\$167,206.63	\$21,501.55	\$272,371.02
September	\$45,074.17	\$212,280.80	\$17,702.58	\$290,073.60
October	\$12,641.00	\$224,921.80	\$51,434.44	\$341,508.04
November	\$846.35	\$225,768.15	\$33,003.92	\$374,511.96



BUILDING COMMISSIONER'S MONTHLY REPORT

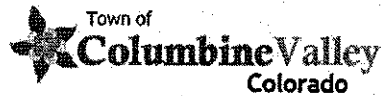
15 Dec.

ADDRESS	PERMIT	PL REV	TAX	OS	TOTAL
13 EageI Drive New Roof	\$282.55		\$181.41	\$15.12	\$479.08
7 Wedge Way Replace Boiler	\$212.35		\$129.51	\$10.71	\$352.57
3 Spyglass New Roof	\$335.20		\$236.25	\$19.69	\$591.14
17 Fairway Lane Renovation	\$9,919.46	\$6,447.61	\$24,375.00	\$2,031.25	\$42,773.32
1 Driver Lane New Roof	\$976.60		\$1,034.78	\$86.23	\$2,097.61
19 Village Dr. Kitchen Remodel	\$506.95	\$329.52	\$384.75	\$32.06	\$1,253.28
19 Village Drive New Beam & Pier	\$142.15		\$92.40	\$6.18	\$240.73
1 W/C Lane SFR	\$4,527.55	\$1,471.45	\$8,645.12	\$720.43	\$15,364.55
2 W/C Drive SFR	\$4,041.20	\$1,313.39	\$7,425.17	\$618.76	\$13,398.52

Total \$76,550.80

\$2,014.00 2014 YTD 2015 2015 YTD

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October	\$12,641.00	\$224,921.80	\$51,434.44	\$341,508.04
November	\$846.35	\$225,768.15	\$33,003.92	\$374,511.96
December	\$20,206.40	\$245,974.55	\$76,550.80	\$451,062.76



**Development Status Update
January 2016**

Willowcroft

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

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

At the time of initial walk-through and punch list (summer 2015), TM told ICON/Town that they are not going to utilize the installed underdrain system for sump pump discharge as detailed on the approved plans. ICOM/Town informed TM that sump pump surface discharge to pan/street/right-of-way is not acceptable. After several discussions, TM is preparing an alternative sump pump plan that will adhere to Town requirements. After an approved sump pump plan is established, we will move forward with probationary acceptance and warranty periods.

The punch list has several minor items remaining; landscaping completion is planned for spring 2016.

Wilder Lane

There have been four building permits issued. The status of the public improvements are:

- 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. An update from Bryan Construction is expected by the end of the week.
- Mailbox cluster units: complete
- Entrance Monument: built and stucco applied - wood and lettering will be added soon.
- Other: the cement apron at the drainage inlet along Platte Canyon will be completed by Bryan Construction when frost/mud conditions allow
- Home Building: 4 homes are under construction

Wild Plum Farm

There is no new information on Wild Plum Farm.

Country Club

On Tuesday, January 12th the Planning and Zoning Commission held their public hearing on the Preliminary Development Plan. The Commission voted to recommend the application favorably subject to conditions. Those conditions and the Club's response will be included in the staff report to the Trustee's for their January 28th Special Meeting.

Littleton Referrals

Clayton Family Farms

The City staff is expecting a third submittal within a few weeks. It appears that the City staff was not favorably inclined with the previous submittals (the original in the spring of 2015 and the first resubmittal in August 2015).

K.B. Homes

The City staff does not expect a resubmittal of this case. They believe the applicant will pursue approval from Arapahoe County.

Circle K

The City Staff provided comments to the applicant which must have included our request for dedication of additional right of way for the Bowles intersection improvement. We received a call from the Circle K representative asking for clarification. After we responded, they were non-committal.

TOWN OF COLUMBINE VALLEY
 COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
 DECEMBER 31, 2015

Assets	Totals	
	December 31, 2015	December 31, 2014
Cash and investments	\$ 1,604,541	1,315,856
Other receivables	24,262	80,048
Property taxes receivable	858	307,035
Property and equipment, net	2,054,790	2,054,790
	\$ 3,684,451	3,757,729
<u>Liabilities and Equity</u>		
Liabilities:		
Accounts payable	\$ 254,983	17,569
Accrued liabilities	19,612	19,541
Deferred property tax revenue	858	307,035
Capital lease payable	-	-
Fund balance:		
Reserved - TABOR emergency	40,681	40,681
Conservation Trust	20,354	19,976
Arapahoe County Open Space	292,293	260,596
Unavailable - Fixed assets net of outstanding long term debt	2,054,790	2,054,790
Unreserved	1,000,880	1,037,541
Total equity	3,408,998	3,413,584
	\$ 3,684,451	3,757,729

TOWN OF COLUMBINE VALLEY
 COMBINED STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
 ALL GOVERNMENTAL FUND TYPES
 BUDGET AND ACTUAL
 YEAR ENDED DECEMBER 31, 2015 AND 2014

Revenue	December Totals		Year Ended December 31, 2015		
	2015	2014	Budget	Actual	Variance
Taxes:					
Property taxes	\$ -	1,094	307,035	306,177	(858)
Specific ownership taxes	-	3,579	19,970	20,689	719
Sales and use tax	1,967	25,969	400,000	499,940	99,940
Utility franchise fees	-	3,189	48,000	39,768	(8,232)
Cable television	762	7,565	25,000	21,051	(3,949)
Permits and fines:					
Permits, fees and services	3,672	1,580	110,000	177,394	67,394
Fines	1,850	2,503	90,000	76,900	(13,100)
Intergovernmental:					
Bow Mar IGA	-	-	255,795	255,795	-
State highway user's tax	-	3,478	45,000	43,171	(1,829)
County highway tax revenue	2,646	-	12,000	17,470	5,470
Motor vehicle registration fees	-	890	5,000	5,200	200
State cigarette tax apportionment	-	61	500	780	280
Conservation Trust Fund entitlement	1,449	1,484	6,000	6,346	346
Arapahoe County Open Space shareback	-	-	27,000	31,198	4,198
Interest income	294	142	2,500	2,094	(406)
Other	118	4	22,600	25,814	3,214
Total revenue	12,758	51,538	1,376,400	1,529,787	153,387
Expenditures					
Current:					
Public safety	55,084	51,473	676,000	615,040	60,960
Sanitation	5,613	5,613	70,000	67,355	2,645
Administration	43,109	32,899	415,000	420,467	(5,467)
Planning and zoning	(2,248)	(5,071)	40,000	64,054	(24,054)
Public works	41,839	3,776	386,000	314,525	71,475
Other - rounding	(3)	2	-	(2)	2
Capital lease:					
Principal	-	-	-	-	-
Interest	-	-	-	-	-
Capital outlay					
Capital expenditures	-	-	39,000	46,934	(7,934)
Conservation Trust Fund expenditures	-	-	14,500	6,000	8,500
Total expenditures	143,394	88,692	1,640,500	1,534,373	106,127
Excess of revenue over expenditures	(130,636)	(37,154)	(264,100)	(4,586)	259,514
Major projects	-	-	-	-	-
Excess of revenue over (under) expenditures and major projects	(130,636)	(37,154)	(264,100)	(4,586)	259,514
Fund balance - beginning of period	1,484,844	1,386,271	1,236,462	1,358,794	122,332
Fund balance - end of period	\$ 1,354,208	1,349,117	972,362	1,354,208	381,846

TOWN OF COLUMBINE VALLEY
GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2015 AND 2014

	Year Ended				
	December 2015	December 2014	Budget	December 31, 2015 Actual	Variance
Public safety:					
Automotive expenses	4,694	1,329	46,500	30,832	15,668
Salaries and benefits	41,484	40,448	527,800	497,793	30,007
Municipal court	118	793	41,000	37,665	3,335
Other	8,788	8,903	60,700	48,750	11,950
	<u>55,084</u>	<u>51,473</u>	<u>676,000</u>	<u>615,040</u>	<u>60,960</u>
Sanitation	5,613	5,613	70,000	67,355	2,645
Administration:					
Legal	(781)	1,118	40,000	36,925	3,075
Accounting and audit	550	550	20,000	19,800	200
Inspection	7,762	6,798	65,000	74,300	(9,300)
Town administration	21,892	15,099	193,270	183,153	10,117
Insurance and bonds	568	597	24,500	23,678	822
Office supplies and miscellaneous	10,755	7,436	20,660	40,429	(19,769)
County Treasurer's collection fees	-	12	3,070	3,065	5
Rent and building occupancy costs	2,363	1,289	48,500	39,117	9,383
	<u>43,109</u>	<u>32,899</u>	<u>415,000</u>	<u>420,467</u>	<u>(5,467)</u>
Planning and zoning					
Engineering	(2,248)	(5,071)	40,000	64,054	(24,054)
Public works:					
Street repairs and maintenance	38,887	1,362	334,000	260,833	73,167
Street lighting	1,176	1,122	15,000	13,916	1,084
Weed and tree removal	85	250	7,500	15,100	(7,600)
Other	1,691	1,042	29,500	24,676	4,824
	<u>41,839</u>	<u>3,776</u>	<u>386,000</u>	<u>314,525</u>	<u>71,475</u>
Other - rounding	(3)	2	-	(2)	2
Capital expenditures:					
Public safety	-	-	39,000	46,934	(7,934)
Administration	-	-	-	-	-
Public works	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>39,000</u>	<u>46,934</u>	<u>(7,934)</u>
Conservation Trust Fund expenditures	-	-	14,500	6,000	8,500
Total expenditures	<u>143,394</u>	<u>88,692</u>	<u>1,640,500</u>	<u>1,534,373</u>	<u>106,127</u>
Major projects:					
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
Total expenditures and major projects	<u>143,394</u>	<u>88,692</u>	<u>1,640,500</u>	<u>1,534,373</u>	<u>106,127</u>

TOWN OF COLUMBINE VALLEY
 SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL
 YEAR ENDED DECEMBER 31, 2015 AND 2014

	December 2015	December 2014	Year Ended December 31, 2015		
			Budget	Actual	Variance
Public Safety:					
Automotive expenses:					
Cruiser gas/oil/maintenance	4,694	1,329	40,000	24,732	15,268
Cruiser insurance	-	-	6,500	6,100	400
	<u>4,694</u>	<u>1,329</u>	<u>46,500</u>	<u>30,832</u>	<u>15,668</u>
Salaries and benefits:					
Salaries	33,333	30,900	408,000	395,184	12,816
Pension plan	2,689	2,434	40,800	37,305	3,495
Health/workman's comp insurance	5,462	7,114	79,000	65,304	13,696
	<u>41,484</u>	<u>40,448</u>	<u>527,800</u>	<u>497,793</u>	<u>30,007</u>
Municipal court:					
Municipal court - judge	-	-	9,000	8,250	750
Municipal court - legal	38	776	25,000	25,785	(785)
Municipal court - other	80	17	7,000	3,630	3,370
	<u>118</u>	<u>793</u>	<u>41,000</u>	<u>37,665</u>	<u>3,335</u>
Other:					
Uniforms	956	893	8,000	4,753	3,247
Education/training	302	15	7,500	652	6,848
Arapahoe County dispatch fee	6,450	6,450	25,800	25,800	-
Supplies/miscellaneous	1,080	1,545	19,400	17,545	1,855
	<u>8,788</u>	<u>8,903</u>	<u>60,700</u>	<u>48,750</u>	<u>11,950</u>
Administration:					
Town administration:					
Salaries - administration	17,048	9,479	143,000	131,341	11,659
FICA/Medicare - administration	2,160	1,358	11,440	13,370	(1,930)
Health insurance - administration	912	1,983	16,000	13,867	2,133
Pension - administration	852	450	6,975	6,566	409
Telephone/communications	501	415	5,000	5,716	(716)
Computer expense	419	1,414	5,000	5,196	(196)
Election expense	-	-	1,000	-	1,000
Dues and publications	-	-	4,855	7,097	(2,242)
	<u>21,892</u>	<u>15,099</u>	<u>193,270</u>	<u>183,153</u>	<u>10,117</u>
Office supplies and miscellaneous:					
Advertising/notices	51	202	500	286	214
Miscellaneous	9,774	6,948	15,160	34,263	(19,103)
Supplies - administration	930	286	5,000	5,880	(880)
	<u>10,755</u>	<u>7,436</u>	<u>20,660</u>	<u>40,429</u>	<u>(19,769)</u>
Legal	(781)	1,118	40,000	36,925	3,075
Accounting and audit	550	550	20,000	19,800	200
Inspection	7,762	6,798	65,000	74,300	(9,300)
Insurance and bonds	568	597	24,500	23,678	822
County Treasurer's collection fees	-	12	3,070	3,065	5
Building occupancy costs	2,363	1,289	48,500	39,117	9,383

TOWN OF COLUMBINE VALLEY
 SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL
 YEAR ENDED DECEMBER 31, 2015 AND 2014

	December 2015	December 2014	Year Ended December 31, 2015		
			Budget	Actual	Variance
Public works:					
Street repairs and maintenance:					
Street/gutter maintenance	37,369	313	300,000	241,809	58,191
Snow removal	1,350	-	15,000	12,460	2,540
Striping	-	50	3,000	3,787	(787)
Signs maintenance	-	702	3,000	450	2,550
Vehicle maintenance	118	97	2,000	2,055	(55)
Other drainage	50	25	9,000	272	8,728
Street cleaning	-	175	2,000	-	2,000
	<u>38,887</u>	<u>1,362</u>	<u>334,000</u>	<u>260,833</u>	<u>73,167</u>
Street lighting	1,176	1,122	15,000	13,916	1,084
Ground maintenance	85	250	7,500	15,100	(7,600)
Other:					
Miscellaneous minor public works	-	297	7,500	8,732	(1,232)
Storm water permit process	450	200	6,000	5,246	754
Professional fees	1,241	545	16,000	10,698	5,302
	<u>1,691</u>	<u>1,042</u>	<u>29,500</u>	<u>24,676</u>	<u>4,824</u>
Capital and Conservation Trust Fund:					
Capital expenditures:					
Administration	-	-	-	-	-
Public safety	-	-	39,000	46,934	(7,934)
Public works	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>39,000</u>	<u>46,934</u>	<u>(7,934)</u>
Conservation Trust Fund expenditures:					
Miscellaneous	-	-	14,500	6,000	8,500
	<u>-</u>	<u>-</u>	<u>14,500</u>	<u>6,000</u>	<u>8,500</u>

TOWN OF COLUMBINE VALLEY
 COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
 NOVEMBER 30, 2015

	Totals	
Assets	November 30, 2015	December 31, 2014
Cash and investments	\$ 1,665,147	1,315,856
Other receivables	51,330	80,048
Property taxes receivable	858	307,035
Property and equipment, net	2,054,790	2,054,790
	\$ 3,772,125	3,757,729
<u>Liabilities and Equity</u>		
Liabilities:		
Accounts payable	\$ 209,981	17,569
Accrued liabilities	21,652	19,541
Deferred property tax revenue	858	307,035
Capital lease payable	-	-
Fund balance:		
Reserved - TABOR emergency	40,681	40,681
Conservation Trust	18,903	19,976
Arapahoe County Open Space	292,221	260,596
Unavailable - Fixed assets net of outstanding long term debt	2,054,790	2,054,790
Unreserved	1,133,039	1,037,541
Total equity	3,539,634	3,413,584
	\$ 3,772,125	3,757,729

TOWN OF COLUMBINE VALLEY
 COMBINED STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
 ALL GOVERNMENTAL FUND TYPES
 BUDGET AND ACTUAL
 ELEVEN MONTHS ENDED NOVEMBER 30, 2015 AND 2014

Revenue	November Totals		Eleven Months Ended November 30, 2015		
	2015	2014	Budget	Actual	Variance
Taxes:					
Property taxes	\$ -	-	299,359	306,177	6,818
Specific ownership taxes	1,273	1,757	18,304	20,689	2,385
Sales and use tax	40,083	30,757	366,663	497,974	131,311
Utility franchise fees	-	3,527	44,000	39,768	(4,232)
Cable television	-	-	18,750	20,289	1,539
Permits and fines:					
Permits, fees and services	26,769	12,469	100,837	173,722	72,885
Fines	6,856	11,209	82,500	75,051	(7,449)
Intergovernmental:					
Bow Mar IGA	-	-	255,795	255,795	-
State highway user's tax	5,380	3,946	41,250	43,171	1,921
County highway tax revenue	-	(600)	11,400	14,823	3,423
Motor vehicle registration fees	406	466	4,587	5,200	613
State cigarette tax apportionment	99	58	462	780	318
Conservation Trust Fund entitlement	-	-	4,500	4,897	397
Arapahoe County Open Space shareback	-	-	27,000	31,198	4,198
Interest income	209	79	2,288	1,800	(488)
Other	1,005	1,636	20,713	25,697	4,984
Total revenue	82,080	65,304	1,298,408	1,517,031	218,623
Expenditures					
Current:					
Public safety	46,474	52,085	617,153	559,960	57,193
Sanitation	5,613	5,613	64,163	61,742	2,421
Administration	33,474	18,011	382,850	377,357	5,493
Planning and zoning	6,273	23,608	36,663	66,302	(29,639)
Public works	2,649	7,598	351,250	272,685	78,565
Other - rounding	(2)	(3)	-	1	(1)
Capital lease:					
Principal	-	-	-	-	-
Interest	-	-	-	-	-
Capital outlay					
Capital expenditures	-	-	39,000	46,934	(7,934)
Conservation Trust Fund expenditures	-	-	6,000	6,000	-
Total expenditures	94,481	106,912	1,497,079	1,390,981	106,098
Excess of revenue over expenditures	(12,401)	(41,608)	(198,671)	126,050	324,721
Major projects	-	-	-	-	-
Excess of revenue over (under) expenditures and major projects	(12,401)	(41,608)	(198,671)	126,050	324,721
Fund balance - beginning of period	1,497,245	1,427,879	1,236,462	1,358,794	122,332
Fund balance - end of period	\$ 1,484,844	1,386,271	1,037,791	1,484,844	447,053

TOWN OF COLUMBINE VALLEY
 GENERAL FUND
 SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
 ELEVEN MONTHS ENDED NOVEMBER 30, 2015 AND 2014

	November 2015	November 2014	Eleven Months Ended November 30, 2015		
			Budget	Actual	Variance
Public safety:					
Automotive expenses	1,167	3,903	41,538	26,138	15,400
Salaries and benefits	38,687	35,354	486,690	456,311	30,379
Municipal court	2,947	7,354	37,576	37,548	28
Other	3,673	5,474	51,349	39,963	11,386
	<u>46,474</u>	<u>52,085</u>	<u>617,153</u>	<u>559,960</u>	<u>57,193</u>
Sanitation	5,613	5,613	64,163	61,742	2,421
Administration:					
Legal	2,494	(240)	36,663	37,706	(1,043)
Accounting and audit	550	550	19,450	19,250	200
Inspection	10,931	270	59,587	66,538	(6,951)
Town administration	14,537	14,003	178,290	161,260	17,030
Insurance and bonds	-	-	22,462	23,110	(648)
Office supplies and miscellaneous	3,185	1,737	18,942	29,674	(10,732)
County Treasurer's collection fees	-	-	2,994	3,065	(71)
Rent and building occupancy costs	1,777	1,691	44,462	36,754	7,708
	<u>33,474</u>	<u>18,011</u>	<u>382,850</u>	<u>377,357</u>	<u>5,493</u>
Planning and zoning					
Engineering	6,273	23,608	36,663	66,302	(29,639)
Public works:					
Street repairs and maintenance	391	4,224	303,587	221,945	81,642
Street lighting	1,088	1,450	13,750	12,740	1,010
Weed and tree removal	175	-	6,875	15,015	(8,140)
Other	995	1,924	27,038	22,985	4,053
	<u>2,649</u>	<u>7,598</u>	<u>351,250</u>	<u>272,685</u>	<u>78,565</u>
Other - rounding	(2)	(3)	-	1	(1)
Capital expenditures:					
Public safety	-	-	39,000	46,934	(7,934)
Administration	-	-	-	-	-
Public works	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>39,000</u>	<u>46,934</u>	<u>(7,934)</u>
Conservation Trust Fund expenditures	-	-	6,000	6,000	-
	<u>-</u>	<u>-</u>	<u>6,000</u>	<u>6,000</u>	<u>-</u>
Total expenditures	94,481	106,912	1,497,079	1,390,981	106,098
Major projects:					
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
Total expenditures and major projects	94,481	106,912	1,497,079	1,390,981	106,098

TOWN OF COLUMBINE VALLEY
 SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL
 ELEVEN MONTHS ENDED NOVEMBER 30, 2015 AND 2014

	November 2015	November 2014	Eleven Months Ended November 30, 2015		
			Budget	Actual	Variance
Public Safety:					
Automotive expenses:					
Cruiser gas/oil/maintenance	1,167	3,903	36,663	20,038	16,625
Cruiser insurance	-	-	4,875	6,100	(1,225)
	<u>1,167</u>	<u>3,903</u>	<u>41,538</u>	<u>26,138</u>	<u>15,400</u>
Salaries and benefits:					
Salaries	32,116	27,667	376,615	361,851	14,764
Pension plan	3,038	3,644	37,662	34,617	3,045
Health/workman's comp insurance	3,533	4,043	72,413	59,843	12,570
	<u>38,687</u>	<u>35,354</u>	<u>486,690</u>	<u>456,311</u>	<u>30,379</u>
Municipal court:					
Municipal court - judge	750	750	8,250	8,250	-
Municipal court - legal	1,894	6,376	22,913	25,748	(2,835)
Municipal court - other	303	228	6,413	3,550	2,863
	<u>2,947</u>	<u>7,354</u>	<u>37,576</u>	<u>37,548</u>	<u>28</u>
Other:					
Uniforms	214	960	7,337	3,797	3,540
Education/training	-	-	6,875	350	6,525
Arapahoe County dispatch fee	-	-	19,350	19,350	-
Supplies/miscellaneous	3,459	4,514	17,787	16,466	1,321
	<u>3,673</u>	<u>5,474</u>	<u>51,349</u>	<u>39,963</u>	<u>11,386</u>
Administration:					
Town administration:					
Salaries - administration	9,548	9,879	132,000	114,293	17,707
FICA/Medicare - administration	988	6	10,560	11,209	(649)
Health insurance - administration	998	930	14,663	12,955	1,708
Pension - administration	477	450	6,438	5,714	724
Telephone/communications	502	418	4,587	5,215	(628)
Computer expense	242	1,871	4,587	4,777	(190)
Election expense	-	-	1,000	-	1,000
Dues and publications	1,782	449	4,455	7,097	(2,642)
	<u>14,537</u>	<u>14,003</u>	<u>178,290</u>	<u>161,260</u>	<u>17,030</u>
Office supplies and miscellaneous:					
Advertising/notices	19	349	462	235	227
Miscellaneous	2,559	1,189	13,893	24,489	(10,596)
Supplies - administration	607	199	4,587	4,950	(363)
	<u>3,185</u>	<u>1,737</u>	<u>18,942</u>	<u>29,674</u>	<u>(10,732)</u>
Legal	2,494	(240)	36,663	37,706	(1,043)
Accounting and audit	550	550	19,450	19,250	200
Inspection	10,931	270	59,587	66,538	(6,951)
Insurance and bonds	-	-	22,462	23,110	(648)
County Treasurer's collection fees	-	-	2,994	3,065	(71)
Building occupancy costs	1,777	1,691	44,462	36,754	7,708

TOWN OF COLUMBINE VALLEY
 SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL
 ELEVEN MONTHS ENDED NOVEMBER 30, 2015 AND 2014

	November 2015	November 2014	Eleven Months Ended November 30, 2015		
			Budget	Actual	Variance
Public works:					
Street repairs and maintenance:					
Street/gutter maintenance	25	2,246	275,000	204,440	70,560
Snow removal	25	175	12,000	11,110	890
Striping	191	737	2,750	3,787	(1,037)
Signs maintenance	50	957	2,750	450	2,300
Vehicle maintenance	100	109	1,837	1,936	(99)
Other drainage	-	-	8,250	222	8,028
Street cleaning	-	-	1,000	-	1,000
	391	4,224	303,587	221,945	81,642
Street lighting	1,088	1,450	13,750	12,740	1,010
Ground maintenance	175	-	6,875	15,015	(8,140)
Other:					
Miscellaneous minor public works	200	225	6,875	8,732	(1,857)
Storm water permit process	250	444	5,500	4,796	704
Professional fees	545	1,255	14,663	9,457	5,206
	995	1,924	27,038	22,985	4,053
Capital and Conservation Trust Fund:					
Capital expenditures:					
Administration	-	-	-	-	-
Public safety	-	-	39,000	46,934	(7,934)
Public works	-	-	-	-	-
	-	-	39,000	46,934	(7,934)
Conservation Trust Fund expenditures:					
Miscellaneous	-	-	6,000	6,000	-
	-	-	6,000	6,000	-

TOWN OF COLUMBINE VALLEY
 COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
 OCTOBER 31, 2015

	Totals	
Assets	October 31, 2015	December 31, 2014
Cash and investments	\$ 1,665,890	1,315,856
Other receivables	72,600	80,048
Property taxes receivable	858	307,035
Property and equipment, net	2,054,790	2,054,790
	\$ 3,794,138	3,757,729
<u>Liabilities and Equity</u>		
Liabilities:		
Accounts payable	\$ 221,900	17,569
Accrued liabilities	19,345	19,541
Deferred property tax revenue	858	307,035
Capital lease payable	-	-
Fund balance:		
Reserved - TABOR emergency	40,681	40,681
Conservation Trust	18,902	19,976
Arapahoe County Open Space	292,166	260,596
Unavailable - Fixed assets net of outstanding long term debt	2,054,790	2,054,790
Unreserved	1,145,496	1,037,541
Total equity	3,552,035	3,413,584
	\$ 3,794,138	3,757,729

TOWN OF COLUMBINE VALLEY
 COMBINED STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
 ALL GOVERNMENTAL FUND TYPES
 BUDGET AND ACTUAL
 TEN MONTHS ENDED OCTOBER 31, 2015 AND 2014

Revenue	October Totals		Ten Months Ended October 31, 2015		
	2015	2014	Budget	Actual	Variance
Taxes:					
Property taxes	\$ 368	2,868	291,683	306,177	14,494
Specific ownership taxes	1,688	2,159	16,640	19,416	2,776
Sales and use tax	38,731	15,859	333,330	457,890	124,560
Utility franchise fees	7,205	4,000	40,000	39,768	(232)
Cable television	-	497	18,750	20,289	1,539
Permits and fines:					
Permits, fees and services	15,743	1,915	91,670	146,953	55,283
Fines	7,671	2,681	75,000	68,195	(6,805)
Intergovernmental:					
Bow Mar IGA	63,949	62,695	255,795	255,795	-
State highway user's tax	2,828	3,771	37,500	37,791	291
County highway tax revenue	-	600	11,400	14,823	3,423
Motor vehicle registration fees	568	545	4,170	4,794	624
State cigarette tax apportionment	104	65	420	681	261
Conservation Trust Fund entitlement	-	26	4,500	4,897	397
Arapahoe County Open Space shareback	643	-	27,000	31,198	4,198
Interest income	217	252	2,080	1,590	(490)
Other	64	(2,506)	18,830	24,691	5,861
Total revenue	139,779	95,427	1,228,768	1,434,948	206,180
Expenditures					
Current:					
Public safety	54,586	54,663	566,389	513,487	52,902
Sanitation	5,613	5,613	58,330	56,129	2,201
Administration	36,156	30,720	350,679	343,885	6,794
Planning and zoning	2,791	369	33,330	60,029	(26,699)
Public works	8,889	25,780	317,500	270,036	47,464
Other - rounding	(4)	-	-	(3)	3
Capital lease:					
Principal	-	-	-	-	-
Interest	-	-	-	-	-
Capital outlay					
Capital expenditures	-	-	39,000	46,934	(7,934)
Conservation Trust Fund expenditures	-	-	6,000	6,000	-
Total expenditures	108,031	117,145	1,371,228	1,296,497	74,731
Excess of revenue over expenditures	31,748	(21,718)	(142,460)	138,451	280,911
Major projects	-	-	-	-	-
Excess of revenue over (under) expenditures and major projects	31,748	(21,718)	(142,460)	138,451	280,911
Fund balance - beginning of period	1,465,497	1,449,597	1,236,462	1,358,794	122,332
Fund balance - end of period	\$ 1,497,245	1,427,879	1,094,002	1,497,245	403,243

TOWN OF COLUMBINE VALLEY
GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
TEN MONTHS ENDED OCTOBER 31, 2015 AND 2014

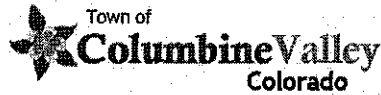
	October 2015	October 2014	Budget	Ten Months Ended October 31, 2015 Actual	Variance
Public safety:					
Automotive expenses	1,338	2,439	38,205	24,971	13,234
Salaries and benefits	46,852	46,520	445,584	417,624	27,960
Municipal court	2,709	2,534	34,160	34,601	(441)
Other	3,687	3,170	48,440	36,291	12,149
	<u>54,586</u>	<u>54,663</u>	<u>566,389</u>	<u>513,487</u>	<u>52,902</u>
Sanitation	5,613	5,613	58,330	56,129	2,201
Administration:					
Legal	3,264	2,856	33,330	35,213	(1,883)
Accounting and audit	550	550	18,900	18,700	200
Inspection	7,872	4,945	54,170	55,608	(1,438)
Town administration	18,996	19,519	163,302	146,722	16,580
Insurance and bonds	-	-	20,420	23,110	(2,690)
Office supplies and miscellaneous	3,426	1,315	17,220	26,489	(9,269)
County Treasurer's collection fees	4	30	2,917	3,065	(148)
Rent and building occupancy costs	2,044	1,505	40,420	34,978	5,442
	<u>36,156</u>	<u>30,720</u>	<u>350,679</u>	<u>343,885</u>	<u>6,794</u>
Planning and zoning					
Engineering	2,791	369	33,330	60,029	(26,699)
Public works:					
Street repairs and maintenance	5,420	23,187	274,170	221,554	52,616
Street lighting	1,238	1,100	12,500	11,652	848
Weed and tree removal	225	185	6,250	14,840	(8,590)
Other	2,006	1,308	24,580	21,990	2,590
	<u>8,889</u>	<u>25,780</u>	<u>317,500</u>	<u>270,036</u>	<u>47,464</u>
Other - rounding	(4)	-	-	(3)	3
Capital expenditures:					
Public safety	-	-	39,000	46,934	(7,934)
Administration	-	-	-	-	-
Public works	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>39,000</u>	<u>46,934</u>	<u>(7,934)</u>
Conservation Trust Fund expenditures	-	-	6,000	6,000	-
	<u>-</u>	<u>-</u>	<u>6,000</u>	<u>6,000</u>	<u>-</u>
Total expenditures	<u>108,031</u>	<u>117,145</u>	<u>1,371,228</u>	<u>1,296,497</u>	<u>74,731</u>
Major projects:					
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and major projects	<u>108,031</u>	<u>117,145</u>	<u>1,371,228</u>	<u>1,296,497</u>	<u>74,731</u>

TOWN OF COLUMBINE VALLEY
 SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL
 TEN MONTHS ENDED OCTOBER 31, 2015 AND 2014

	October 2015	October 2014	Ten Months Ended October 31, 2015		
			Budget	Actual	Variance
Public Safety:					
Automotive expenses:					
Cruiser gas/oil/maintenance	1,338	2,439	33,330	18,871	14,459
Cruiser insurance	-	-	4,875	6,100	(1,225)
	<u>1,338</u>	<u>2,439</u>	<u>38,205</u>	<u>24,971</u>	<u>13,234</u>
Salaries and benefits:					
Salaries	41,410	39,507	345,231	329,735	15,496
Pension plan	3,228	3,506	34,523	31,579	2,944
Health/workman's comp insurance	2,214	3,507	65,830	56,310	9,520
	<u>46,852</u>	<u>46,520</u>	<u>445,584</u>	<u>417,624</u>	<u>27,960</u>
Municipal court:					
Municipal court - judge	750	1,125	7,500	7,500	-
Municipal court - legal	1,688	1,020	20,830	23,854	(3,024)
Municipal court - other	271	389	5,830	3,247	2,583
	<u>2,709</u>	<u>2,534</u>	<u>34,160</u>	<u>34,601</u>	<u>(441)</u>
Other:					
Uniforms	1,196	-	6,670	3,584	3,086
Education/training	-	905	6,250	350	5,900
Arapahoe County dispatch fee	-	-	19,350	19,350	-
Supplies/miscellaneous	2,491	2,265	16,170	13,007	3,163
	<u>3,687</u>	<u>3,170</u>	<u>48,440</u>	<u>36,291</u>	<u>12,149</u>
Administration:					
Town administration:					
Salaries - administration	14,172	15,224	121,000	104,745	16,255
FICA/Medicare - administration	2,172	2,010	9,680	10,221	(541)
Health insurance - administration	998	930	13,330	11,957	1,373
Pension - administration	709	668	5,902	5,236	666
Telephone/communications	493	416	4,170	4,713	(543)
Computer expense	392	220	4,170	4,535	(365)
Election expense	-	-	1,000	-	1,000
Dues and publications	60	51	4,050	5,315	(1,265)
	<u>18,996</u>	<u>19,519</u>	<u>163,302</u>	<u>146,722</u>	<u>16,580</u>
Office supplies and miscellaneous:					
Advertising/notices	10	-	420	217	203
Miscellaneous	2,734	1,105	12,630	21,930	(9,300)
Supplies - administration	682	210	4,170	4,342	(172)
	<u>3,426</u>	<u>1,315</u>	<u>17,220</u>	<u>26,489</u>	<u>(9,269)</u>
Legal					
Legal	3,264	2,856	33,330	35,213	(1,883)
Accounting and audit	550	550	18,900	18,700	200
Inspection	7,872	4,945	54,170	55,608	(1,438)
Insurance and bonds	-	-	20,420	23,110	(2,690)
County Treasurer's collection fees	4	30	2,917	3,065	(148)
Building occupancy costs	2,044	1,505	40,420	34,978	5,442

TOWN OF COLUMBINE VALLEY
 SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL
 TEN MONTHS ENDED OCTOBER 31, 2015 AND 2014

	October 2015	October 2014	Ten Months Ended October 31, 2015		
			Budget	Actual	Variance
Public works:					
Street repairs and maintenance:					
Street/gutter maintenance	1,590	22,977	250,000	204,415	45,585
Snow removal	-	-	9,000	11,085	(2,085)
Striping	3,596	144	2,500	3,596	(1,096)
Signs maintenance	125	10	2,500	400	2,100
Vehicle maintenance	109	56	1,670	1,836	(166)
Other drainage	-	-	7,500	222	7,278
Street cleaning	-	-	1,000	-	1,000
	<u>5,420</u>	<u>23,187</u>	<u>274,170</u>	<u>221,554</u>	<u>52,616</u>
Street lighting	1,238	1,100	12,500	11,652	848
Ground maintenance	225	185	6,250	14,840	(8,590)
Other:					
Miscellaneous minor public works	620	650	6,250	8,532	(2,282)
Storm water permit process	100	-	5,000	4,546	454
Professional fees	1,286	658	13,330	8,912	4,418
	<u>2,006</u>	<u>1,308</u>	<u>24,580</u>	<u>21,990</u>	<u>2,590</u>
Capital and Conservation Trust Fund:					
Capital expenditures:					
Administration	-	-	-	-	-
Public safety	-	-	39,000	46,934	(7,934)
Public works	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>39,000</u>	<u>46,934</u>	<u>(7,934)</u>
Conservation Trust Fund expenditures:					
Miscellaneous	-	-	6,000	6,000	-
	<u>-</u>	<u>-</u>	<u>6,000</u>	<u>6,000</u>	<u>-</u>



TOWN OF COLUMBINE VALLEY
TOWN ADMINISTRATOR'S REPORT

January 19, 2016

MUNICIPAL COURT:

Court Revenue Total:	2013	\$84,804.73
	2014	\$75,466.79

<u>Court Revenue</u>	<u>2014</u>	<u>2014YTD</u>	<u>2015</u>	<u>2015YTD</u>
January	\$5,670.50	\$5,670.50	\$4,120.95	\$4,120.95
February	\$4,160.00	\$9,830.50	\$8,377.50	\$12,498.45
March	\$7,279.50	\$17,110.00	\$8,315.52	\$20,813.97
April	\$6,999.00	\$24,109.00	\$7,540.50	\$28,354.47
May	\$9,258.25	\$33,367.25	\$7,122.00	\$35,476.47
June	\$6,468.25	\$39,835.50	\$6,914.66	\$42,391.13
July	\$9,162.98	\$48,699.23	\$5,201.29	\$47,592.42
August	\$5,749.25	\$51,564.50	\$6,941.67	\$54,534.09
September	\$7,635.00	\$59,199.50	\$5,724.36	\$60,258.45
October	\$2,555.50	\$61,755.00	\$7,806.31	\$68,064.76
November	\$11,209.00	\$72,964.00	\$6,855.79	\$74,920.55
December	\$2,502.79	\$75,466.79	\$1,849.90	\$76,770.45

2016 MUNICIPAL ELECTIONS:

Candidate petitions are due by the close of business, January 25, 2016

Additional dates to know include:

- March 14-17: Ballots mailed to voters
- April 5: Election Day
- April 19: New Trustees sworn in to office

ADMINISTRATIVE ASSISTANT:

Connie's last day will be Friday, January 29. She will be moving to Maryland to get married. We will be posting either a part-time or full-time position to replace her once the results of the Bow Mar IGA are known.

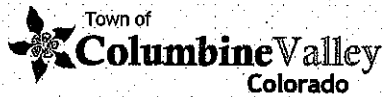
TOWN DIRECTORY:

The 2016 Town directory was mailed late last week and should be arriving at homes very soon.

TOWN HALL VOLUNTEERS:

We have two citizens who will be volunteering once a week or so to help with the digital conversion of Town historical archives. They will be working on old Trustee bills, minutes and building department records, in that order. That work alone will take at least the rest of 2016.

Respectfully Submitted,
J.D. McCrumb



Request for Board of Trustee Action

Date: January 19, 2016

Title: Trustee Bill #11, Series 2015: Columbine Park

Presented By: Lee Schiller, Town Attorney

Prepared By: Lee Schiller, Town Attorney, Troy Carmann, Town Engineer

Background: In August of last year, the Board of Trustees adopted a new policy related to the funding of Town parks and right-of-way spaces.

One aspect of this policy was directing all Colorado lottery monies allocated to Columbine Valley to the maintenance of the Town Hall property. In order to do so, the land must be designated as a park.

Attachments: Trustee Bill #11, Series 2015
Exhibit A: Legal Description

Fiscal Impacts: There is no anticipated change in the amount of funding designated to the maintenance of Town Hall, only the source of the funding.

Staff Recommendations: Approve as presented

Recommended Motion: "I move to approve Trustee Bill #11, Series 2015 on 2nd reading"

TOWN OF COLUMBINE VALLEY

TRUSTEE BILL NO. 11
SERIES OF 2015

INTRODUCED BY
TRUSTEE: DAVE COPE

A BILL
FOR
AN ORDINANCE CREATING TOWN HALL PARK

WHEREAS, the Board of Trustees of the Town of Columbine Valley desire to have the area of land located to the north of the Columbine Valley Town Hall dedicated as a public park; and

WHEREAS, the Board of Trustees deems it in the best interests of the Town that said parcel of land be established as a park.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF COLUMBINE VALLEY, COLORADO AS FOLLOWS:

Section 1. The following parcel of property located in the Town of Columbine Valley, Colorado having the legal description described on Exhibit A which is attached hereto and incorporated by reference herein, is hereby established as a park in the Town of Columbine Valley, to be known as Town Hall Park.

Section 2. 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 3. The Town Clerk shall certify the passage of this Ordinance and cause notice of its contents and passage to be published.

Section 4. This Ordinance shall be in full force and effect upon the expiration of thirty (30) days after the 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.

Introduced at a regular meeting of the Board of Trustees for the Town of Columbine Valley, held at the Columbine Valley Town Hall, located at 2 Middlefield Road, Columbine Valley, Arapahoe County, Colorado, on the 20th day of October 2015, passed by a vote of _____ for and _____ against on first reading; passed on second reading at a regular meeting of the Board of Trustees held at the Columbine Valley Town Hall, Arapahoe County Colorado by a vote of _____ for and _____ against on the ____ day of January 2016, at 6:30 p.m. and ordered published in the Littleton Independent on the ____ day of _____, 2016.

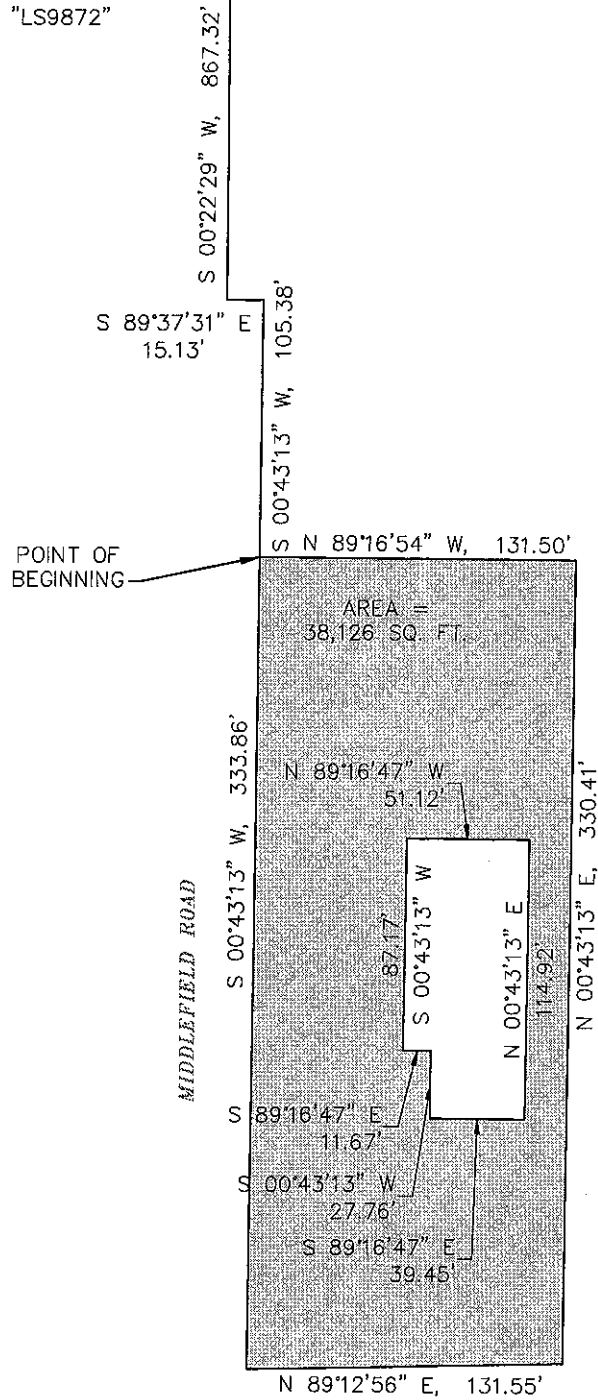
Gale Christy, Mayor

ATTEST:

JD McCrumb,
Clerk of the Town of Columbine Valley

POINT OF COMMENCEMENT
 NW CORNER OF SECTION 20
 T3S, R68W 6TH
 PM.3" CDOT CAP
 IN RANGE BOX
 STAMPED "LS9872"

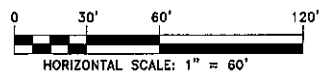
EXHIBIT "F"
 PARKS EXHIBIT
 "COLUMBINE PARK"



POINT OF BEGINNING

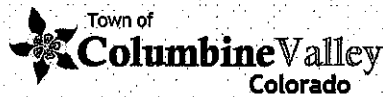
AREA =
 38,126 SQ. FT.

MIDDLEFIELD ROAD



THE INFORMATION PRESENTED ON THIS EXHIBIT IS BASED ON RECORDED DOCUMENTS FROM ARAPAHOE COUNTY. NO FIELD VERIFICATION HAS BEEN PERFORMED TO CONFIRM ACTUAL LOCATION OF MONUMENTS, PROPERTY CORNERS OR OTHER FEATURES DEPICTED ON THIS EXHIBIT.

SURVEYED BY:	PARKS EXHIBIT <small>800 South Park Street, Suite 300, Englewood, CO 80152 Phone: (303) 228-6622 / Fax: (303) 228-1019</small>	CLIENT:	ARAPAHOE COUNTY	JOB NUMBER:	13-002-013-415	
DRAWN BY:		DDB	LOCATION:	TOWN OF COLUMBINE VALLEY	FILE NUMBER:	
CHECKED BY:		TWC	SECTION	TOWNSHIP	RANGE	SCALE:
DATE:		10-20-2015	20	5S	68W	1" = 60'
		SIXTH PRINCIPAL MERIDIAN		SHEET:		
		ARAPAHOE COUNTY, COLORADO		1 of 1		



Request for Board of Trustee Action

Date: January 19, 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

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 1st 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"

TOWN OF COLUMBINE VALLEY

ORDINANCE NO 1

SERIES OF 2016

INTORDUCTED BY TRUSTEE JEFF MAY

AN ORDINANCE FOR THE TOWN OF COLUMBINE VALLEY, COLORADO, ADOPTING 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 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 (Reserved)
- (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	30psf
Nominal Wind speed	115mph
Ultimate Wind speed	per section 1609.3
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. 1507.2.8.2)
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
Nominal Wind speed	115 mph
Ultimate Wind speed	Per IBC section 1609.3
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

- Subsection R302.2, is hereby amended by the deletion of the Exception.
- 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.

- 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

- 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.

- 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><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 Manager or his authorized agent. It shall be unlawful for any person to remove, deface, or obscure any placard affixed under the provisions of the City Code.</p> <p>Placard Posted: (day) _____ (month) _____, 20__ TIME: _____</p> <p>BY: _____ Housing Code Officer</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

(Reserved)

- (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

Section 3: 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

\$50,001 to \$100,000	\$25,000, plus inspections fees as determined by the Trustees from time to time.
\$100,000 to \$500,000	\$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.
\$500,000 to \$1,000,000	\$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.
\$1,000,000 and up	\$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.
	\$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.

MISCELLANEOUS PROJECT VALUATION SCHEDULE

PATIO COVER	\$25.00 (\$19.50) PER SQUARE FOOT
DECK	\$25.00 (\$19.50) PER SQUARE FOOT
SFR ADDITION	\$200.00 (\$175.00) PER SQUARE FOOT
NEW SFR	\$200.00 (\$175.00) PER SQUARE FOOT
SFR REMODEL	\$150.00 (\$150.00) PER SQUARE FOOT
PATIO ENCLOSURE	\$100.00 (\$45.00) PER SQUARE FOOT
GARAGE	\$45.00 (\$32.00) 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 - \$40.00 (\$36.00) 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 - \$60.00 (\$55.00) 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 - \$65.00 (\$57.65) 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.

ELECTRIC PERMIT FEES

Residential Fees

Living Area

Not more than 1,000 square feet	\$50.00
1001 square feet and no more than 1500 square feet	\$75.00
1501 square feet and no more than 2000 square feet	\$100.00
\$5.00 per 100 square feet in excess of 2,000 square feet	

Commercial Fees

Valuation of installation is based on cost to customer of labor and materials:

Not more than \$2,000	\$50.00
\$2,001 and above \$5 per thousand or fraction thereof plus \$50.00	

Section 4: Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of this ordinance. The City Council hereby declares that it would have passed this ordinance, including each part, section, subsection, sentence, clause or phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or phrases may be declared invalid.

Section 5: Repealer. 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 19th day of January, 2016, in the Offices of Columbine Valley, 2 Middlefield. Road, Town of Columbine Valley, Colorado, at the hour of 6:15 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of ____ FOR and ____ AGAINST on the ____ day of _____, 2016.

ATTEST:

TOWN CLERK

MAYOR

APPROVED AS TO FORM

TOWN ATTORNEY



Request for Board of Trustee Action

- Date:** January 19, 2016
- Title:** 2015 Annual Audit Engagement Letter
- Presented By:** Jeff Tempas, Town Treasurer
- Prepared By:** Mark Elmshausen, CliftonLarsonAllen
- Background:** Each year the Town contracts an independent audit firm to audit the Town's financial statements and associated government activities.
- The attached letter outlines the terms and objectives of the 2015 annual audit, which will commence in April of this year.
- Attachments:** Copy of the Audit Engagement Letter
- Fiscal Impacts:** Fee for services as outlined in the attached letter
- Staff Recommendations:** Approve as presented
- Recommended Motion:** "I move engage Clifton Larson Allen to conduct the 2015 audit".



CliftonLarsonAllen

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January 5, 2016

Board of Trustees and Management
Town of Columbine Valley
2 Middlefield Road
Columbine Valley, CO 80123

Dear Board Members and Management:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP (CLA) will provide for Town of Columbine Valley ("you," "your," or "the entity") for the year ended December 31, 2015.

Mark Elmshouser is responsible for the performance of the audit engagement

Audit services

We will audit the financial statements of the governmental activities and major fund which collectively comprise the basic financial statements of Town of Columbine Valley, as of and for the year ended December 31, 2015, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The RSI will be subjected to certain limited procedures, but will not be audited.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and related notes
- Preparation of adjusting journal entries

Audit objective

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information other



An independent member of Nexia International

than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS. Because we will not perform a detailed examination of all transactions, material misstatements, whether 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, may not be detected.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, we will communicate to you in writing significant deficiencies

or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and RSI in accordance with U.S. GAAP. Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations, and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for the preparation of the supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our

report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; designate an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements and related notes. Since the preparation and fair presentation of the financial statements is your responsibility, you will be required to review, approve, and accept responsibility for those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements.
- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If we agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

The workpapers supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers in accordance with our record retention policy that typically provides for a retention period of seven years.

CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

It is hereby agreed that our fee will not exceed \$15,000. This includes audit work related to the additional reporting requirements of GASB Statement No. 68 – *Accounting and Financial Reporting for Pensions* at a fee of \$1,500. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Unanticipated services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

Bookkeeping services

Bookkeeping services are not audit services. Bookkeeping services include the following activities:

- Preparation of a trial balance
- Account reconciliations
- Bank statement reconciliations

- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions)
- Calculating accruals
- Analyzing transactions for proper recording
- Converting cash basis accounting records to accrual basis
- Preparation of financial statements and the related notes to the financial statements
- Processing immaterial adjustments through the financial statements
- Adjusting the financial statements for new activities and new disclosures

Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Regulatory examination matters
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements
- New financial statement disclosures

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf. You and your attorney will receive a copy of every subpoena or request we are asked to respond to.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between us. If you have any questions, please let us know. Please sign, date, and return a copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and our respective responsibilities.

Sincerely,



CliftonLarsonAllen LLP

Mark D. Elmshouser, CPA
Principal
303-779-5710
mark.elmshouser@claconnect.com

Response:

This letter correctly sets forth the understanding of Town of Columbine Valley.

Authorized governance signature: _____

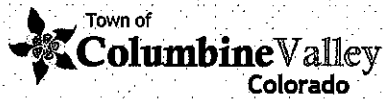
Title: _____

Date: _____

Authorized management signature: _____

Title: _____

Date: _____



Request for Board of Trustee Action

Date: January 19, 2016

Title: Planning and Zoning Commission Appointment

Presented By: Mark Best, Trustee

Prepared By: J.D. McCrumb, Town Administrator

Background: Per section 2.44.020 of the Columbine Valley Municipal Code, the Board of Trustees may appoint up to seven qualified individuals to serve in the capacity of Planning and Zoning Commissioner and up to three qualified individuals to serve in the capacity of Alternate Commissioner. Each Commissioner is appointed to a term of four years.

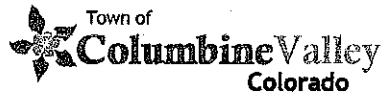
In 2012, the Board of Trustees appointed Greg Armstrong to a four year term as a commissioner.

Attachments: None

Fiscal Impacts: None

Staff Recommendations: Approve Mr. Armstrong for another term on the P&Z

Recommended Motion: "I move to approve the appointment of Greg Armstrong as a member of the Planning and Zoning Commission for a full term to expire in January 2020.



Request for Board of Trustee Action

Date: January 19, 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.

Attachments: Spread sheet comparing three 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"

TOWN OF COLUMBINE VALLEY
Telephone System

Service	DPC	Applied*	TEC*
Follow me - cell phone w/called id	X	X	
Auto forward to cell or outside numbers	X		
Day and night operational modes	X	X	
Automatic time synchronization (w/auto DST)	X		
Conference calls	X		X
Paging via phone speakers	X		
Update voicemail			
remotely via phone	X		
remotely via computer	X		
Alternate greetings - closed, busy	X	X	
Voicemail notification			
email w/message	X	X	
email notification only			
text w/message			
Route calls after hours (dispatch)	X		
Caller directed routing			X
Availability/schedule of co-workers	X	X	X
Schedule routing to accommodate holidays			
weekends and special events	X		X
Reply and forward	X		
Forward, reply	X		
Works through Microsoft Outlook	X	X	X
Works through desktop app	X	X	X
Pre-set rules for who is trying to reach you	X	X	
Called ID on computer screen when calling	X	X	
Bluetooth compatible	X	X	
Update phone information via remote	X		
Turn computer into your phone	X		X
Contact timeline (past communications)	X		X

* These providers were asked about all options but did not respond to requests made



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

Lease 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 The 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	\$ 16,195.00	
Project Management Fee	\$ 720.49	(Due Upon Execution)
BALANCE	<u>\$ 16,915.49</u>	

EQUIPMENT LEASE: Client agrees to lease from Lessor the Equipment described below. The lease term shall be for 60 months at a rate of \$ 360.24 per month. Client may at any time prior to installation convert to a purchase contract and pay in full all sums due, less any deposit.

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. If client is tax exempt a copy of the tax exempt form must be presented.

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



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DAMAGES

SECURITY INTEREST; TITLE: Client hereby grants to DPC, and DPC hereby reserves, a security interest in the Equipment, together with any accessories, additions, substitutions, and replacements (and any proceeds thereof if the Equipment is sold), in the amount of the purchase price and regardless of whether the Equipment is attached to real property. In the event of default by Client of any of its obligations to DPC, DPC shall have the rights of a secured party as set forth under the Uniform Commercial Code, including, but not limited to, the right to retake possession of the Equipment, with or without notice. Client shall acquire title to the Equipment and release of the security interest only upon payment to DPC of the full amount of the purchase price and all applicable taxes.

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. 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. Execution of the Delivery and Acceptance Certificate confirms Client's inspection and complete satisfaction of the Equipment.

WARRANTY: For a period of five (5) year 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 for 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.



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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 remove the Equipment.

ASSIGNMENT: Client may not assign this Agreement, in whole or in part, without first obtaining the written consent of DPC. 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.

		dpcNETWORKS	
Company Name		Company Name	
		4251 Kipling Street, Suite 580	
Address		Address	
		Wheat Ridge, Colorado 80033	
City/State/Zip Code		City/State/Zip Code	
		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

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

- 1 **Mitel 5000 Hx IP Controller**
This communications platform leverages the benefits of today's converged networks and your business' existing data network infrastructure investments.
- 1 **Mitel 5000 V6.0 CD**
- 1 **SOFTWARE SITE LICENSE**
- 1 **Quad Loopstart Trunk Module (LSM-4)**
- 5 **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 SIP / 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.
- 16 **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
- 21 **Mitel 5000 "Category D" IP Endpoint License**
- 1 **24 port 10/100 managed Power over Ethernet Data switch**
- 1 **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!
- 20 **Unified Communicator Express**
- 1 **Polycom Conference Phone**
- 1 **Cable location to Garage**
- 2 **Cable Location within Office Space - No Charge**
- 4 **Hours to Relocate Existing Cable - No Charge**



4251 Kipling Street, Suite 580
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1-888-203-1110
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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 \$ 16,195.00
SALES TAX: \$ Tax Exempt (80% of purchase price)
TOTAL: \$ 16,195.00

PAYMENT TERMS:

70% \$ 11,336.50 (Due upon execution of contract)
30% (incl. tax) \$ 4,858.50 (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**



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SECURITY INTEREST; TITLE: Client hereby grants to DPC, and DPC hereby reserves, a security interest in the Equipment, together with any accessories, additions, substitutions, and replacements (and any proceeds thereof if the Equipment is sold), in the amount of the purchase price and regardless of whether the Equipment is attached to real property. In the event of default by Client of any of its obligations to DPC, DPC shall have the rights of a secured party as set forth under the Uniform Commercial Code, including, but not limited to, the right to retake possession of the Equipment, with or without notice. Client shall acquire title to the Equipment and release of the security interest only upon payment to DPC of the full amount of the purchase price and all applicable taxes.

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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,



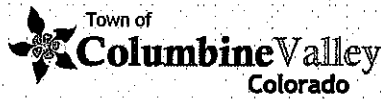
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disconnect the Equipment; terminate further installation of the Equipment; cease maintaining and or enter the Client's premises and without liability for trespass or damages and with or without notice, take possession of and remove the Equipment.

ASSIGNMENT: Client may not assign this Agreement, in whole or in part, without first obtaining the written consent of DPC. 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	



Request for Board of Trustee Action

Date: January 19, 2016

Title: Intergovernmental Agreement with Bow Mar – Admin. Services

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

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

Background: In October of last year, Mayor Christy was approached by Bow Mar Mayor, Rick Pilgrim to request that the Town of Columbine Valley consider taking on the administrative services of Bow Mar. A committee including the Mayor, Mayor Pro Tem and Town's Attorney, Treasurer and Administrator was established to continue discussions and eventually pursue an agreement with the expectation that such an agreement be of mutual benefit to the operations and citizens of both municipalities.

The Town of Columbine Valley proposed offering five areas of service through an intergovernmental agreement with the Town of Bow Mar: Administration, Clerk, Finance, Building and Public Works. At their November regular meeting, the Bow Mar Trustees voted in favor of moving forward with the Town of Columbine Valley and the following IGA was drafted. The Town of Bow Mar was expected to take action on this IGA at their January 18 meeting.

Attachments: Draft Bow Mar IGA as of January 12, 2016

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

Staff Recommendations: Move forward with this agreement

INTERGOVERNMENTAL AGREEMENT

(Administrative Services)

THIS INTERGOVERNMENTAL AGREEMENT (Agreement), is made and entered into this ____ day of _____, 2016, effective as 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, both political subdivisions require administrative services which benefit the residents and visitors of their respective municipalities; and

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

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

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

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

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

1. Administrative Services. For the period _____, 2016, through December 31, 2016, Columbine agrees to provide the following administrative services to Bow Mar in the same manner and frequency as similar services are provided to Columbine residents and visitors:

- A. In person, telephone and email responses to citizen and vendor inquiries during normal operating hours (8 a.m. – 4 p.m.);

- B. Facilitate creation of monthly meeting agendas, packets for Bow Mar's Boards and Commissions, attend monthly meetings, take and produce minutes, facilitate elections and general record keeping and publication of ordinances and resolutions.
 - C. Board communications and facilitating updates to the Town of Bow Mar website;
 - D. Representation at selected regional committees and meetings and general coordination of service activities.
 - E. Finance functions including municipal bookkeeping, facilitating payables and receivables, annual audit assistance and coordinating the monthly production of Town financials.
 - F. Building Department functions including the processing and issuance of contractor licenses and building permits, coordination of plan reviews and inspections, issuance of certificates of occupancy and the coordination of building permit fee audits as needed.
 - G. Public Works functions including the coordination of all Bow Mar appointed contractors including engineering, road repair, public land maintenance and snow operations as well as basic upkeep of street infrastructures such as street signs, lighting, and small pot holes.
2. Payment.
- A. Upon execution of this Agreement, Bow Mar shall pay to Columbine the sum of \$100,000 for the term beginning _____, 2016, and ending December 31, 2016.
 - B. Payment shall be made in accordance with the terms set forth in Schedule A, which is attached to and incorporated by reference herein.
3. Scope of Services.
- A. Columbine will only provide staff resources in connection with the administrative services to be provided under the terms of this Agreement. All other expenses including transition costs, office supplies and equipment, phone lines, web hosting and the like shall be billed by Columbine directly to Bow Mar on a monthly basis to be paid within thirty (30) days of invoicing.

- B. The Town Administrator of Columbine Valley will also serve as the Bow Mar Administrative officer and primary contact for Bow Mar's Mayor and Board of Trustees.
 - C. The Columbine Valley Town Administrator shall be sworn in as the Bow Mar Town Clerk.
 - D. The Town of Bow Mar shall appoint a Town Attorney to work with the Clerk and shall be responsible for drafting legal documents such as Town ordinances, resolutions and contracts. All Bow Mar records, including codification of ordinances, shall be current at the time of the execution of this Agreement.
 - E. The Town of Bow Mar shall appoint an independent Treasurer to work with Columbine Valley staff in the production and management of the finance functions to be provided. The Town of Bow Mar shall retain all check signing authority. The Town of Bow Mar shall have all of its financial records updated on the QuickBooks Pro 2015 software platform at the time of the execution of this Agreement.
 - F. The Town of Bow Mar shall appoint and/or hire all building inspectors independently of this Agreement and shall be responsible for the payment of all fees and costs associated therewith. The Town of Bow Mar shall adopt all building department forms, processes, and codes already in use at Columbine Valley including the building code. It is acknowledged by the parties that Bow Mar has not enacted a sales and use tax.
 - G. Bow Mar acknowledges that Columbine shall not provide insurance or assume liability for Bow Mar Town Trustees and Mayor, or for Bow Mar Town employees, including any negligence or intentional acts of such employees, Trustees or Mayor.
 - H. Representatives from each governing body shall meet on an as needed basis, in order to exchange information and ideas concerning administrative services, as agreed upon by the parties.
4. Indemnification and Insurance.
- A. Columbine shall maintain liability and other insurance in an amount to be agreed upon by Columbine and Bow Mar, but in no event less than the limits of liability specified in the Colorado Governmental Immunity Act, as amended. Any insurance contract shall name Bow Mar as an additional insured with respect to the subject matter of this Agreement. Bow Mar

shall be provided with a copy of the certificate of insurance which shall provide that the insurance will not be cancelled or modified unless there has been thirty (30) days prior notification to Bow Mar and the opportunity to review the insurance contract during Columbine's regular business hours.

- B. Bow Mar acknowledges that Columbine shall not provide insurance or assume liability for Bow Mar Town Trustees and Mayor, or for Bow Mar town employees, including any negligence, liability or intentional acts of such employees, Trustees or Mayor. Bow Mar further acknowledges that Columbine shall not have any liability arising out of or connected with the constitutionality or legal validity of Bow Mar's ordinances, resolutions and contracts.
- C. Columbine shall provide for the compensation, including salaries, wages and benefits, of all Columbine personnel, and shall hold harmless Bow Mar and indemnify Bow Mar from any claim for or payment of compensation for injury or sickness of a Columbine employee arising out of employment pursuant to the terms of this Agreement.
- D. Bow Mar agrees to indemnify and hold Columbine harmless from claims, suits, demands, obligations and liabilities of every kind or nature arising from or incurred as a result of the actions of Bow Mar, its Trustees and Mayor, its employees, representatives or agents. In that regard, Bow Mar shall maintain liability and other insurance in an amount to be agreed upon by Columbine and Bow Mar, but in no event less than the limits of liability specified in the Colorado Governmental Immunity Act, as amended. Any such insurance contract shall name Columbine as an additional insured. Columbine shall be provided with a copy of the Certificate of Insurance which shall provide that the insurance will not be cancelled or modified unless there has been 30 days prior notification to Columbine and the opportunity to review the insurance contract. In the event a claim is brought against Columbine for any liability as described in this paragraph 4D, then Bow Mar agrees to defend said claim on behalf of Columbine, at its own expense and shall reimburse Columbine for any and all attorney's fees incurred by Columbine in connection therewith.
- E. Columbine agrees to indemnify and hold Bow Mar harmless from claims, suits, demands, obligations and liabilities of every kind or nature arising from or incurred as a result of the actions of Columbine, its employees, representatives or agents, subsequent to _____, 2016. In the event a claim is brought against Bow Mar for any liability as described in

this paragraph 4E, then Columbine agrees to defend said claim on behalf of Bow Mar, at its own expense and shall reimburse Bow Mar for any and all attorney's fees incurred by Bow Mar in connection therewith.

5. Termination.

- A. This Agreement may be terminated prior to the expiration of the term or any extensions hereof as follows: either party upon six (6) months prior written notice may terminate this Agreement. In such event, each party shall be responsible for its own cost incurred by reason of the termination.

6. Continuation of Agreement.

- A. Should either party desire to continue this Agreement for the year 2017 or later the parties shall provide written notice to the other of its desire to renew this Agreement no later than the _____ day of _____, 2016. The parties shall then use good faith efforts to negotiate the terms of a new Agreement prior to _____, 2017.

7. Miscellaneous

- A. Communications with regard to the performance of this Agreement shall be between the respective Mayors of the parties or their designated representatives, and to the Columbine Valley Town Administrator concerning the conduct of the administrative services. Bow Mar shall provide necessary copies of all ordinances, resolutions and contracts which are to be relied upon by Columbine in the performance of its services under this Agreement. Such ordinances shall have been certified by the Bow Mar Town Clerk, as true copies of the ordinances by the current Bow Mar Town Clerk as true copies of the ordinances in his/her possession and such ordinances shall have been accompanied with the certification from the Bow Mar Town Attorney, certified that the ordinances were properly adopted and in his/her opinion, are valid and enforceable.
- B. Notwithstanding any other term, condition or provision herein, each and every obligation of the Town of Columbine Valley and the Town of Bow Mar stated in this Agreement is subject to the requirements of prior appropriation of funds therefor by the governing body of either Town.

- C. Neither party shall be liable or deemed to be in default for any delay or failure in performance of this Agreement or interruption of services resulting directly or indirectly from acts of God, or any causes beyond the reasonable control of such party.
- D. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Bow Mar and Columbine, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of Bow Mar and Columbine that any person or party other than Bow Mar or Columbine receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction and venue for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach thereof, shall be only in the Arapahoe County District Court.
- F. This Agreement, including the Schedule attached hereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be modified except by a writing signed by a duly authorized representative of each of the parties.
- G. In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable expenses, including reasonable attorney's fees.
- H. Any notice required to be given by either party to the other shall be deemed given if in writing and actually delivered or deposited in the United States mail in registered or certified form with return receipt requested, postage prepaid, addressed to the notified party at the address set forth above or as changed by notice given pursuant to this Section.

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

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

- I. This Agreement is not assignable by either party hereto without the written consent of the other.
- J. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- K. No waiver by any party of any breach of any provisions hereof shall be effective or enforceable unless made in writing signed by the party.
- L. This Agreement is a full and complete integration of the terms, conditions and Agreement of the parties whether oral or written.

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

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

Dated this ____ day of _____, 2016.

Town of Columbine Valley, Colorado

By: _____
Mayor

Attest: _____

Town of Bow Mar, Colorado

By: _____
Mayor

Attest: _____

SCHEDULE A

Payment schedule for calendar year 2016:

<u>Payment Due Date</u>	<u>Payment Amount</u>
January ____, 2016	\$25,000
April ____, 2016	\$25,000
July ____, 2016	\$25,000
October ____, 2016	\$25,000