

**TOWN OF COLUMBINE VALLEY
BOARD OF TRUSTEES MEETING**
February 20, 2018

A G E N D A

- | | |
|---|----------------|
| 1. ROLL CALL | 6:30PM |
| 2. PLEDGE OF ALLEGIANCE | |
| 3. APPROVAL OF MINUTES
January 16, 2018 | Mayor Champion |
| 4. CITIZENS CONCERNS
Columbine Country Club
HOA Presidents/Representatives
Public Comments | Mayor Champion |
| 5. MAYOR'S COMMENTS | Mayor Champion |
| 6. TRUSTEE COMMENTS | |
| 7. TOWN ADMINISTRATORS REPORT | Mr. McCrumb |
| 8. POLICE DEPARTMENT REPORT | Chief Cottrell |
| 9. TOWN TREASURERS REPORT | Mr. Tempas |
| 10. OLD BUSINESS | |
| 11. NEW BUSINESS | |
| Resolution #4, 2018 Fire Department | Mr. McCrumb |
| Resolution #5, 2018 Election Cancellation | Mr. Schiller |
| Trustee Bill #2, 2018 Building Codes (1 st Reading) | Mr. McCrumb |
| Set Public Hearing for TB#4, 2018 | |
| Trustee Bill #3, 2018 Flood Damage Prevention (1 st Reading) | Mr. Carmann |
| 2017 Town Budget Amendment | Mt. Tempas |
| Set Public Hearing for Budget Amendment | |
| Bow Mar IGA | Mr. McCrumb |
| Arapahoe Country Transportation IGA | Mr. Sieber |
| Speed Limit Discussion | Trustee Boyle |
| Wild Plum SIA | Mr. Schiller |
| 12. EXECUTIVE SESSION | Mayor Champion |
| 13. ADJOURNMENT | |

TOWN OF COLUMBINE VALLEY
BOARD OF TRUSTEES
Minutes
January 16, 2018

PUBLIC HEARING: Wild Plum Vacation of Easement

Mayor Champion opened the Public Hearing at 6:15 p.m. at the Columbine Valley Town Hall, 2 Middlefield Road, Columbine Valley, Colorado. Roll call found the following present:

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

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

Mr. Sieber presented the Trustees with the report on the request to vacate an easement on the Wild Plum property.

There was no public comment. There was no comment from the property owners, Cal Atlantic, and there were no questions from the Trustees. The **public hearing was closed at 6:18 p.m.**

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

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

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

MINUTES: The minutes of the November 14, 2017 meeting were approved. The minutes of the December 12, 2017 meeting were approved.

CITIZEN CONCERNS: Tim Vandell, 14 Fairway Lane and Old Town HOA President asked for more time to review the "Change Approval" spreadsheet before the Trustees took action.

Rich Gunlikson, 17 Brookhaven Trail and Brookhaven HOA President expressed concerns he would like reflected in the Town's response to the City of Littleton's Clayton Farms development. These concerns include the drainage report, Urban Drainage access easement and the proposed cart access on to Brookhaven Lane.

Teri and Jim Newland, 14 Brookhaven Trail, concerned about cart access onto Brookhaven Lane

Frank Trainer, Littleton and developer of Clayton Farm property, plans to raise urban drainage access out of flood plain and creating hard surface at request of Urban Drainage.

Mara Marks, 8 Driver Lane, appreciates the "Change Approval" spreadsheet transparency. She also believes the Wild Plum marketing sign on Fairway should only be 5' in height, not 8'.

Ginny Rogliano 15 Driver Lane, asked if the "Change Approval" spreadsheet is a new tool and where its information originated from. She also asked what changes the Town anticipated as a result of Lennar purchasing Cal Atlantic.

MAYOR'S COMMENTS: Mayor Champion reviewed a letter presented to the Trustees by the Village HOA regarding a cut through problem, disregard to stop signs, and ability to cross Platte Canyon

Road to access the trail on the west side. The Mayor asked the Police to monitor the stop signs in question and the Town Administrator to follow up with Village HOA President, Jeff Brooks.

Mayor Champion advised the Trustees that a constitutional amendment may be presented to voters regarding a limit to housing growth in the metro area. He also advised that the new federal tax cut may benefit Colorado.

TRUSTEE COMMENTS: Trustee Christy asked staff if the Bow Mar Building Department IGA had been extended (it has).

TOWN ADMINISTRATOR'S REPORT: Chief Bob Baker and Deputy Chief Mike Dell'Orfano of Southwest Metro Fire presented the board on the issue of the merger with Littleton Fire Protection District and the upcoming vote on a mill levy increase. The Trustees asked questions.

Mr. McCrumb introduced Joanne Czarnecka, who is the Town's new Senior Construction Manager for the Wild Plum development.

Mr. McCrumb presented the attached report. Mr. Sieber presented on the Development Updates including the request for comment on the Clayton Farm development from the City of Littleton.

DIRECTION: The Trustees directed staff to respond that there were no objections, but the Town encourages the City, developer, HOA and Urban Drainage to work out an amenable solution to the issue of easement access.

POLICE CHIEF'S REPORT: Chief Cottrell presented the attached report and introduced the Trustees to the new report format.

TOWN TREASURER'S REPORT: Mr. Tempas presented the November financials to the Trustees. MR. Tempas and staff are meeting with the auditors next week to prepare for the Town's 2017 audit, which is scheduled for the first week in March.

OLD BUSINESS: There was no old business.

NEW BUSINESS:

Wild Plum Vacation of Easement: Mr. Sieber reiterated the need for an easement vacation to the Trustees.

ACTION: upon a motion by Trustee Dotson and a second by Trustee Christy, the Board of Trustees unanimously approved vacating the easement.

Wild Plum Entry Monument Change: Mr. Kaslon presented to the Trustees a redesign of the Wild Plum Entry Monument for consideration. Mayor Champion indicated that the sign should read “Town of Columbine Valley”.

ACTION: upon a motion by Trustee Palmer and a second by Trustee Dotson, the Board of Trustees unanimously approved the redesigned monument with the inclusion of “Town of”.

Wild Plum Entry Marketing Sign Variance: Mr. McCrumb presented a request from Cal Atlantic for a sign variance to allow them to begin marketing homes on the Wild Plum development. The Trustees directed Cal Atlantic to make the sign on Fairway Lane no more than 4’ wide and 5’ in height.

ACTION: upon a motion by Trustee Palmer and a second by Trustee Dotson, the Board of Trustees unanimously approved the sign variance as presented on Hunter Run and as discussed on Fairway Lane.

Wild Plum “Change Approval” Spreadsheet: Mr. Sieber presented a spread sheet illustrating the types of changes that may be requested as Wild Plum is developed and what body would have authority in granting those changes.

ACTION: The Board tabled this item for a future meeting.

Resolution #1, Series 2018 – Trash Can Hours: Mr. Schiller presented the attached Resolution for consideration. The Trustees did not have any questions.

ACTION: upon a motion by Trustee Palmer and a second by Trustee Menk, the Board of Trustees unanimously approved Resolution #1, Series 2018

Resolution #2, Series 2018 – Election Judges : Mr. McCrumb presented the attached Resolution for consideration. The Trustees did not have any questions.

ACTION: upon a motion by Trustee Boyle and a second by Trustee Dotson, the Board of Trustees unanimously approved Resolution #2, Series 2018

Resolution #3, Series 2018 – Mail Ballot Election: Mr. McCrumb presented the attached Resolution for consideration. The Trustees did not have any questions.

ACTION: upon a motion by Trustee Boyle and a second by Trustee Christy, the Board of Trustees unanimously approved Resolution #3, Series 2018

Trustee Bill #1, Series 2018 – Building Code Plan Review: Mr. Schiller presented the attached Ordinance for consideration. The Trustees asked clarifying questions.

ACTION: upon a motion by Trustee Dotson and a second by Trustee Boyle, the Board of Trustees unanimously approved Trustee Bill #1, Series 2018

Human Resource Realignment: Mr. McCrumb presented the attached request for consideration. The Trustees asked clarifying questions.

ACTION: upon a motion by Trustee Menk and a second by Trustee Christy, the Board of Trustees unanimously approved request to consolidate the Human Resource function in the Town and allocate \$5,000 for consulting services as presented.

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:57 p.m.

Submitted by,
J.D. McCrumb, Town Administrator

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

*** All minutes should be considered to be in DRAFT form until approved by the Board of Trustees at the next regular meeting.*



Town Administrator's Report

February 2018



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

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



Communications & Administration

- The staff continues to work with Arapahoe County and the City of Littleton in the completion of the Emergency Management Plan. A draft plan is complete and a list of recommended ordinances, policy changes, trainings and sample scenarios/illustrations are being prepared for presentation to the Trustees in April or May.
- Final work is being done on public informational guides including a Government 101 presentation and a Communications Guide. Work is also being finalized on Trustee and HOA Board member orientations.
- The next Columbine Valley Voice Newsletter is being completed and will be delivered in the first week of March.
- Sponsorship commitments are coming in and arrangements for the 4th of July and Summer Concerts in the Park are underway.

Citizen Contacts:

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

- ⇒ Building Department: 61
- ⇒ Comm. Development: 47
- ⇒ Public Works: 82
- ⇒ Municipal Court: 24
- ⇒ Other: 59

Town Website Jan Statistics

1,642

Total Visits

2,111

December Page Views

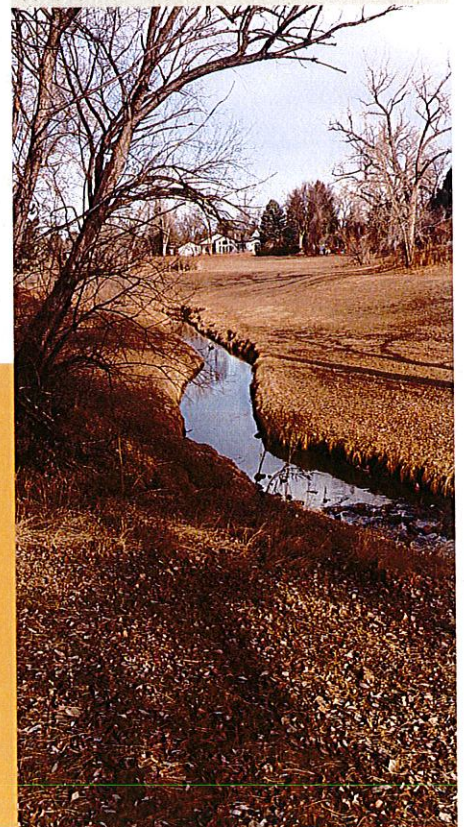
Top Pages

Community Updates

Trash and Recycle

Development Updates

Police Department



Building Department

Monthly Stats

27 Permits Issued

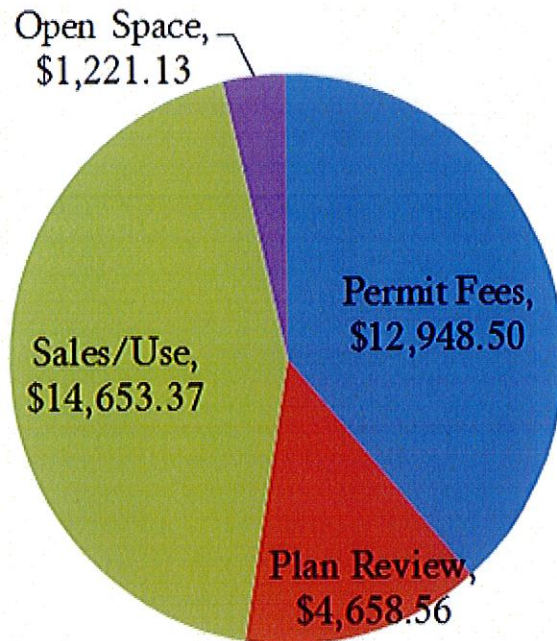
- New SFR: 0
- Major Remodel: 1
- New Roofs: 1
- Other/Misc.: 25

77 Inspections

43 Licenses Issued

- General: 17
- Electrician: 11
- Plumbers: 7
- Mechanical: 7
- Roofer: 1

Jan. Permit Rev.: \$33,481.56

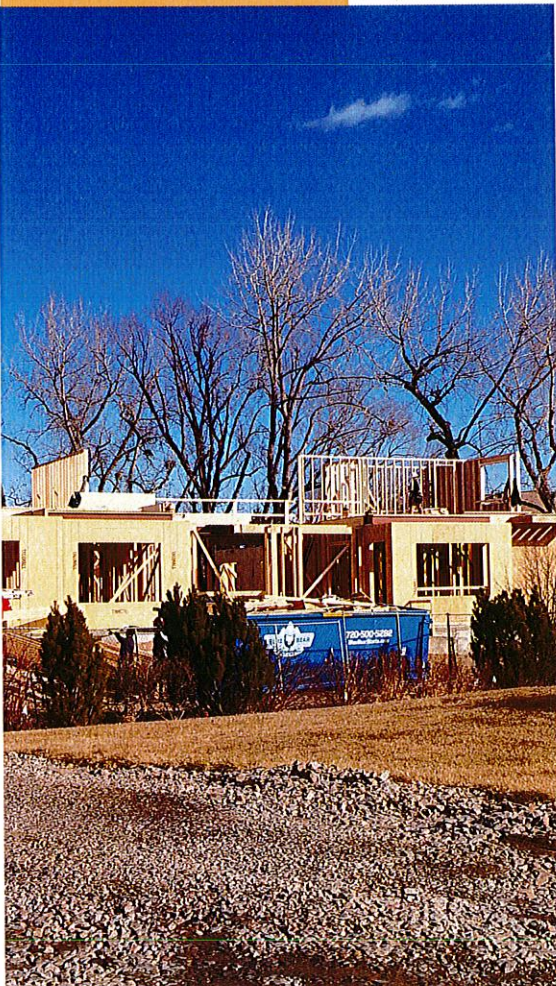


Wild Plum

- 95 Total Lots
- 0 SFR Permits Issued
- 0 Permit Pending
- 13 Demo Permits
- 2 Wall/Fence Permits

Wilder Lane

- 24 Total Lots
- 3 Permits Active
- 4 Permit Pending
- 8 Completed Homes
- 7 Occupied Home

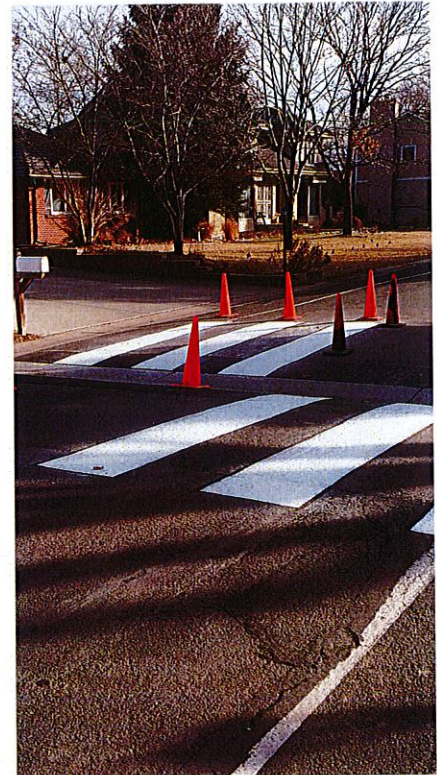
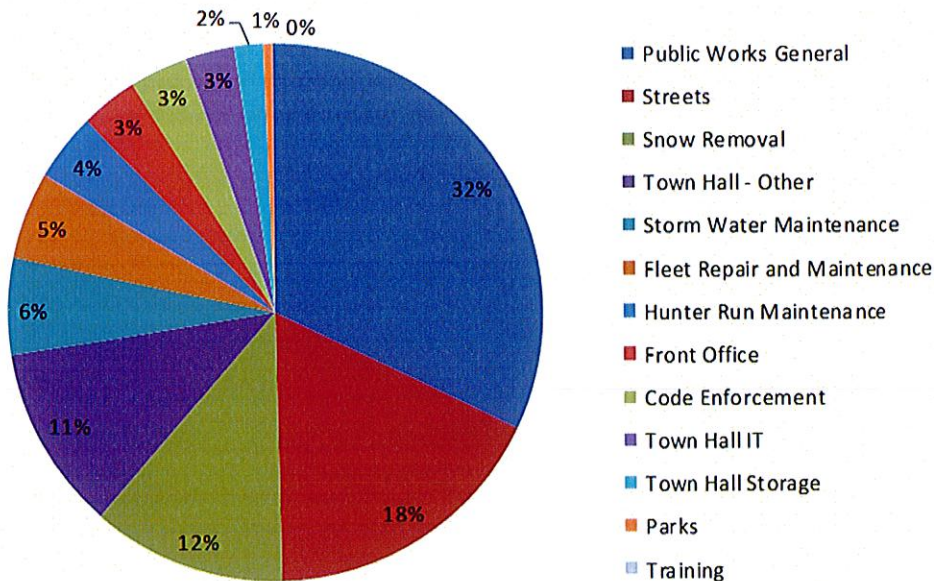


Building Department Revenue by Month

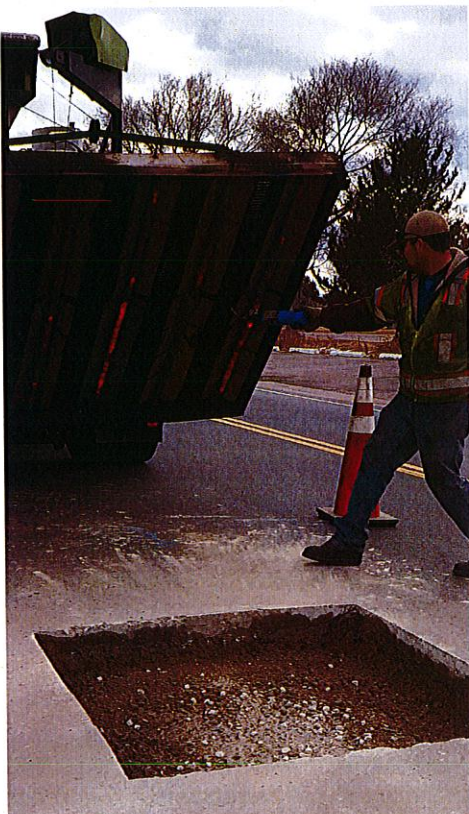
	2017	2017 YTD	2018	2018 YTD
January	\$19,908.26	\$19,908.26	\$33,481.56	\$33,481.56
February	\$56,545.98	\$76,454.24		
March	\$45,844.32	\$122,298.56		
April	\$164,185.81	286,484.37		
May	\$129,819.95	\$416,304.32		
June	\$21,136.83	\$437,441.15		
July	\$14,030.74	\$438,844.89		
August	\$73,657.67	\$512,502.56		
September	\$32,849.07	\$545,351.63		
October	\$22,603.20	\$567,954.84		
November	\$26,129.25	\$594,084.09		
December	\$55,810.24	\$649,894.33		

Public Works Department

January Staff Time Allocation (including contractors)



- Hobbes joined the American Public Works Association. The APWA is a national organization with local chapters that provide training, networking and other resources in all areas of public works. The group offers state and national conferences, online seminars and a library of other resources to help public works professionals.
- A large tree branch fell into Dutch Creek where it started to collect leaves and debris, causing restriction to the water flow. The Town and Urban Drainage coordinated efforts to have the branches removed, shredded and moved off site.



- The crosspan on Doral was replaced last fall due to the concrete failing. During a warm period this month, the white stripping was repainted to help alert drivers to slow down before reaching the crosspan.
- A street cut into Club Lane was performed this month, this was the first cut for which the town required infrared asphalt patch. This process involves heating the surrounding asphalt to 325 degrees before adding the new patch material. This allows both the old and new asphalt to mix before it is compacted, leading to a waterproof patch without seams.
- All of Town Hall's interior CFL light bulbs have been upgraded to more efficient LED bulbs. Aside from requiring less electricity to run, they provide a more uniform, constant light.

January Snow Report

- High of 68, Low of -1
- 1 day with plowing activity
- 4.5" of accumulated snow
- 1 day with sanding activity
- Total of 20 hours of snow removal and ice treatment.

Municipal Court

	<u>2017 YTD</u>	<u>2018</u>	<u>2018 YTD</u>
Jan	\$6,295.25	\$10,400.00	\$10,400.00
Feb	\$10,074.22		
Mar	\$18,941.22		
Apr	\$25,696.22		
May	\$24,791.22		
June	\$30,558.22		
July	\$35,619.47		
Aug	\$41,766.42		
Sept	\$45,826.42		
Oct	\$56,006.92		
Nov	\$63,096.92		
Dec	\$66,986.04		

January Total Stats

- Total paid before Court: 68
- Total on docket: 44
- Cases heard by Judge: 21
- Continuances: 1
- Failure to Appear: 6
- Stay of Executions: 8
- Classes Ordered: 3
- Bench Warrants: 2
- Trials: 0



Building Department, continued

- Staff continues to make great progress with the GovPilot team on the Report A Concern module of the new software program. Building Department modules are in “soft-testing” and a full roll-out of both modules are anticipated in March.
- GIS maps continue to be updated and loaded with FEMA, floodplain and water/sewer district maps scheduled for roll-out in late February or early-March.
- The full project is on track for an April completion.

Human Resources

- The Employers Council consultant is approximately half way through the list of HR priorities. To date, several Standard Operating Procedures are complete or in progress, new materials have been developed and a files and recordkeeping procedures are being consolidated. All work with the consultant is expected to be completed by mid-March, with all priorities expected to be implemented by July.
- J.D. and Dana are now 33% of the way through the prescribed HR training curriculum. Topics covered include: recordkeeping, performance management, legal issues, and organizational capacity. Another third of the curriculum will be completed by mid-April and the balance of trainings are scheduled through November.

Community Development

Wild Plum Farm

Following the Trustee's approval of the Final Plan and Final Plat, the staff has been working on the normal post approval documents which are:

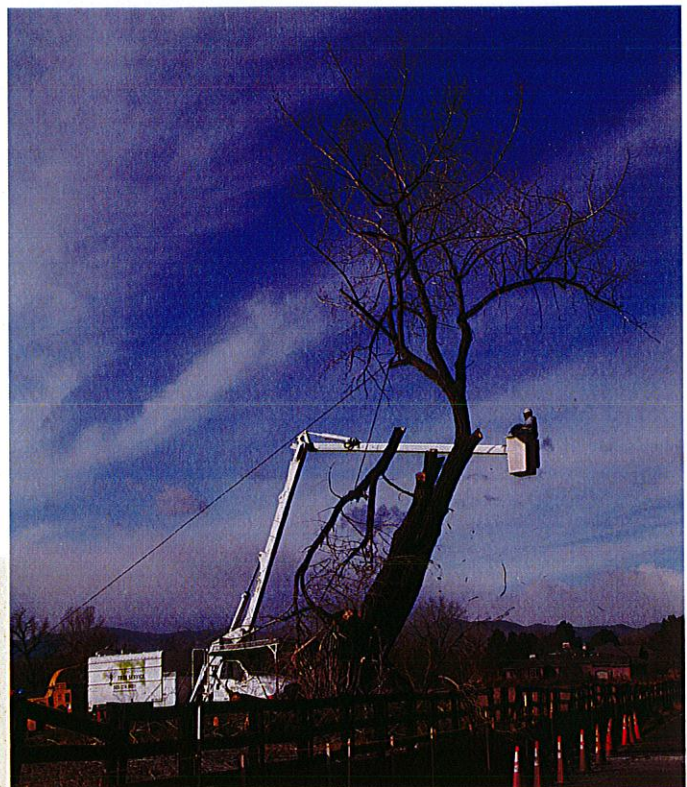
- A. Subdivision Improvements Agreement (SIA). The SIA is on the Board of Trustees agenda this month.
- B. Covenants (CC&R's). The staff reviews the CC&R's to insure that they are consistent with the Town Regulations and the approved Final Plan and Plat. Board approval of the CC&R's is not required but the Board is informed if there are any concerns the Trustee's need to address. The Town Planner and Town Attorney have not completed their review.
- C. The staff has completed their review of all the Final Development Plan and Final Plat check prints and the mylars have been signed by the P&Z Chairwoman and the Mayor, and have been delivered to Lennar for recording.

Wild Plum Schedule—as of February 2018

Grading	Start end of Feb - 2.5 months
Pipe	Start beg on April - 2 months
Concrete	Start in June – 2-3 weeks
Asphalt	Start end of June 2-3 weeks
Landscape	Summer/Fall
Model Homes	Summer/Fall
Fairway	May/June
Platte Canyon	Start in 30 days after approval should be complete late

Coal Mine / Platte Canyon Road

The Colorado Department of Transportation is installing a new traffic signal and curb ramps at the intersection. They expect to complete construction in early March.



Public Works, continued

- The traffic light at the corner of Hunter Run and Thoroughbred has been fully installed. The signal uses a camera to sense a car leaving Polo Meadows, switching the light to green. This reduces the number of vehicles required to stop on Hunter Run while still providing quick access for those leaving Polo Meadows.
- Two sections of storm water pipe were smoke tested to verify connections and check for leaks. The test involves lighting a large smoke bomb, setting it at an access point, then blowing a high power fan into the pipe. The fan will blow the smoke the full length of the pipe, letting smoke out at every opening. The first section blew smoke from the outfall by the Platte River to the storm water grates on Wedge Way. No leaks or cross connections were found. The second test blew smoke from an access point on Columbine Lane to a grate on Village Drive.



Columbine Valley Police

Department

Serving Bow Mar

2 Middlefield Rd. Columbine Valley, Colorado 80123

www.columbinevalley.org

(303) 795-1434

Fax (303) 795-7325

Columbine Valley P.D. Monthly Report February 2018

Full Time Positions	6 of 6
Part Time Positions	2 of 2
Regular / PTO hours	850.5 / 78.5
OT hours worked	1
Off Duty	3

Statistics Report:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	SUM
Total	92												
SPEEDING	20												
PARKING	4												
INSURANCE	0												
FAIL TO STOP	13												
OTHER	9												
CV SUMMONS	26												
BM SUMMONS	20												
Vehicles:													
Mileage	6492												
Fuel	602												

Investigations Update:

BM-18-0022

Auto Theft

Arrest

CV-18-0028

Mail Theft

Assist Lakewood

Discussion: Police Radios: There appears to be no hurry in purchasing radios as there is still some confusion as to the requirements of the new system. CVPD current radios are considered end of life as of this year, meaning no parts are being manufactured and Motorola will no longer repair radios, however, the current radios are in good working order and can be replaced as needed.



Columbine Valley Police Department

Serving Bow Mar

2 Middlefield Rd. Columbine Valley, Colorado 80123

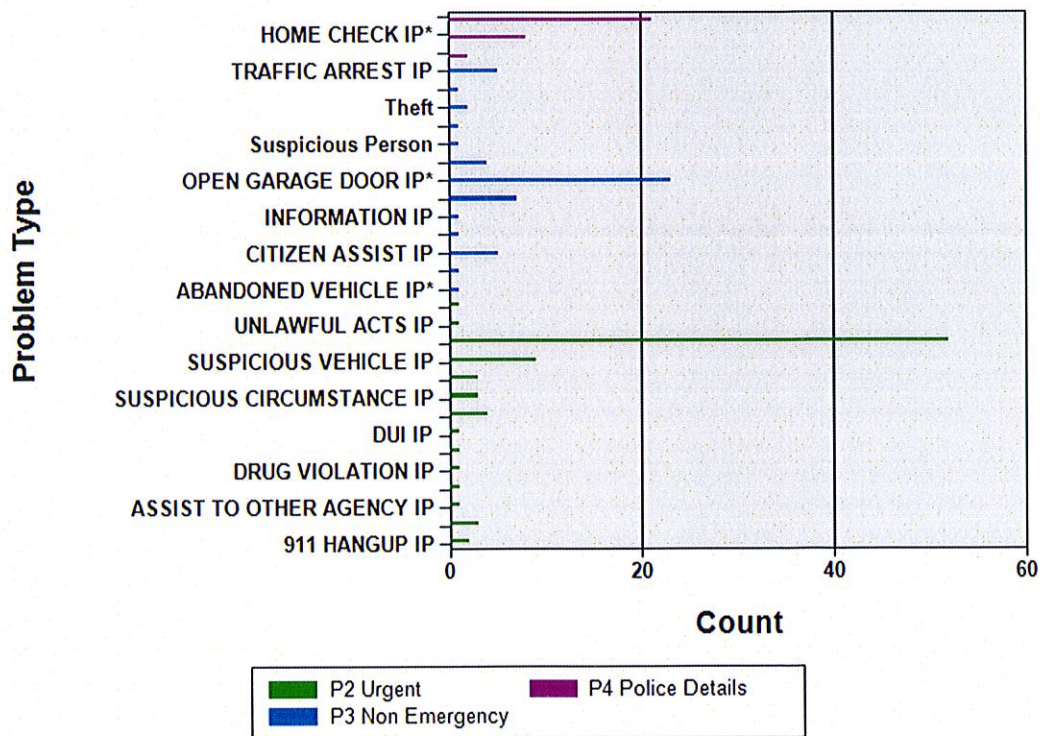
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Citizen Concerns: Traffic issues at Village Dr. and Village Ct.
Officers monitored traffic 17 times and observed 116 vehicles passing through the intersection. 2 summons were issued. Officers stated that they do not feel that this intersection has a significant safety problem and is comparable to other intersections in the community.

Police Activity: 1/1/18 thru 1/31/18 data



OBBERY IP									
unaway									
UNAWAY IP									
ELECTIVE ENFORCEMENT IP*				<u>21</u>					<u>21</u>
ex Assault									
EX ASSAULT IP									
hots Fired									
HOTS FIRED IP									
UICIDE ATTEMPT IP									
UICIDE COMPLETED IP									
UICIDE THREAT IP									
USPICIOUS CIRCUMSTANCE IP	<u>3</u>								<u>3</u>
uspicious Person		<u>1</u>							<u>1</u>
USPICIOUS PERSON IP	<u>3</u>								<u>3</u>
uspicious Vehicle		<u>1</u>							<u>1</u>
USPICIOUS VEHICLE IP	<u>9</u>								<u>9</u>
heft		<u>2</u>							<u>2</u>
heft from Motor Vehicle		<u>1</u>							<u>1</u>
HEFT FROM MOTOR VEHICLE IP									
HEFT IP									
RAFFIC ARREST IP			<u>5</u>						<u>5</u>
raffic Complaint									
RAFFIC COMPLAINT IP									
RAFFIC OBSTRUCTION IP									
RAFFIC STOP IP	<u>52</u>								<u>52</u>
RANSPORT IP									
resspass to Property									
resspass to Vehicle									
RESSPASS TO PROPERTY IP									
RESSPASS TO VEHICLE IP									
UNKOWN INJURY ACCIDENT IP									
NLAWFUL ACTS IP	<u>1</u>								<u>1</u>
nwanted Subject									
NWANTED SUBJECT IP									
EHICLE LOCKOUT IP									
VARRANT ARREST IP									
VARRANT PICKUP IP									
VARRANT WANTED PERSON/SUBJ IP									
Veapons Violation									
VEAPONS VIOLATION IP									
VELFARE CHECK IP	<u>1</u>								<u>1</u>
ONING IP									
Total	<u>83</u>	<u>53</u>	<u>31</u>						<u>167</u>

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Close

TOWN OF COLUMBINE VALLEY
 COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
 DECEMBER 31, 2017

Assets	Totals	
	December 31, 2017	December 31, 2016
Cash and investments	\$ 1,559,025	1,474,091
Other receivables	93,845	133,586
Property taxes receivable	290	328,683
Property and equipment, net	2,380,367	2,380,366
	\$ 4,033,527	4,316,726
Liabilities and Equity		
Liabilities:		
Accounts payable	\$ 64,134	57,756
Accrued liabilities	30,990	33,307
Deferred property tax revenue	290	328,683
Fund balance:		
Reserved - TABOR emergency	56,657	56,657
Conservation Trust	29,895	23,051
Arapahoe County Open Space	361,555	324,700
Unavailable - Fixed assets net of outstanding long term debt	2,380,367	2,380,366
Unreserved	1,109,639	1,112,206
Total equity	3,938,113	3,896,980
	\$ 4,033,527	4,316,726

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, 2017 AND 2016

Revenue	December Totals		Year Ended December 31, 2017		
	2017	2016	Budget	Actual	Variance
Taxes:					
Property taxes	\$ 1,722	-	328,683	328,363	(320)
Specific ownership taxes	5,635	1,751	20,954	28,145	7,191
Sales and use tax	75,790	40,748	625,000	645,016	20,016
Utility franchise fees	4,303	4,577	48,000	46,319	(1,681)
Cable television	775	8,635	28,000	25,313	(2,687)
Permits and fines:					
Permits, fees and services	24,968	28,945	326,000	329,409	3,409
Fines	3,989	3,590	72,000	71,077	(923)
Intergovernmental:					
Bow Mar IGA	-	-	308,216	308,216	-
State highway user's tax	3,611	3,472	46,000	45,981	(19)
County highway tax revenue	655	1,332	12,000	13,092	1,092
Motor vehicle registration fees	527	464	6,000	5,844	(156)
State cigarette tax apportionment	-	45	800	-	(800)
Conservation Trust Fund entitlement	1,889	1,792	6,000	6,724	724
Arapahoe County Open Space shareback	-	648	30,000	33,238	3,238
Interest income	1,922	584	8,000	17,751	9,751
Other	226	(2,960)	15,800	17,861	2,061
Total revenue	126,012	93,623	1,881,453	1,922,349	40,896
Expenditures					
Current:					
Public safety	50,276	55,165	651,500	623,051	28,449
Sanitation	6,615	6,070	75,000	76,924	(1,924)
Administration	37,935	41,037	623,000	607,168	15,832
Planning and zoning	(7,975)	(9,000)	69,000	45,379	23,621
Public works	46,861	6,709	512,000	478,938	33,062
Economic incentive					
Other - rounding	(1)	(3)	-	-	-
Capital outlay					
Capital expenditures	-	-	53,000	49,757	3,243
Conservation Trust Fund expenditures	-	-	6,000	-	6,000
Total expenditures	133,711	99,978	1,989,500	1,881,217	108,283
Excess of revenue over expenditures	(7,699)	(6,355)	(108,047)	41,132	149,179
Major projects	-	8,264	-	-	-
Excess of revenue over (under) expenditures and major projects	(7,699)	(14,619)	(108,047)	41,132	149,179
Fund balance - beginning of period	1,565,445	1,549,684	1,347,624	1,516,614	168,990
Fund balance - end of period	\$ 1,557,746	1,535,065	1,239,577	1,557,746	318,169

TOWN OF COLUMBINE VALLEY
GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2017 AND 2016

	December 2017	December 2016	Year Ended December 31, 2017		
			Budget	Actual	Variance
Public safety:					
Automotive expenses	2,917	5,461	36,500	31,054	5,446
Salaries and benefits	39,384	36,615	511,000	498,815	12,185
Municipal court	300	2,645	42,500	36,389	6,111
Other	7,675	10,444	61,500	56,793	4,707
	<u>50,276</u>	<u>55,165</u>	<u>651,500</u>	<u>623,051</u>	<u>28,449</u>
Sanitation	6,615	6,070	75,000	76,924	(1,924)
Administration:					
Legal	1,175	1,074	48,000	43,681	4,319
Accounting and audit	750	550	26,500	26,500	-
Inspection	11,772	7,355	163,000	143,515	19,485
Town administration	21,452	25,629	258,213	269,590	(11,377)
Insurance and bonds	677	5,111	29,000	23,774	5,226
Office supplies and miscellaneous	(497)	(1,306)	56,000	57,056	(1,056)
County Treasurer's collection fees	18	-	3,287	3,287	-
Rent and building occupancy costs	2,588	2,624	39,000	39,765	(765)
	<u>37,935</u>	<u>41,037</u>	<u>623,000</u>	<u>607,168</u>	<u>15,832</u>
Planning and zoning					
Planner and Engineering	(7,975)	(9,000)	69,000	45,379	23,621
Public works:					
Street repairs and maintenance	44,587	2,589	447,000	420,371	26,629
Street lighting	1,023	1,133	15,000	14,893	107
Weed and tree removal	-	440	17,500	11,935	5,565
Other	1,251	2,547	32,500	31,739	761
	<u>46,861</u>	<u>6,709</u>	<u>512,000</u>	<u>478,938</u>	<u>33,062</u>
Economic incentive		-			
Other - rounding	(1)	(3)	-	-	-
	<u>(1)</u>	<u>(3)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Capital expenditures:					
Public safety	-	-	43,000	41,007	1,993
Administration	-	-	10,000	8,750	1,250
Public works	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>53,000</u>	<u>49,757</u>	<u>3,243</u>
Conservation Trust Fund expenditures	-	-	6,000	-	6,000
	<u>-</u>	<u>-</u>	<u>6,000</u>	<u>-</u>	<u>6,000</u>
Total expenditures	<u>133,711</u>	<u>99,978</u>	<u>1,989,500</u>	<u>1,881,217</u>	<u>108,283</u>
Major projects:					
Town Hall remodel	-	8,264	-	-	-
	<u>-</u>	<u>8,264</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>-</u>	<u>8,264</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and major projects	<u>133,711</u>	<u>108,242</u>	<u>1,989,500</u>	<u>1,881,217</u>	<u>108,283</u>

TOWN OF COLUMBINE VALLEY
 SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL
 YEAR ENDED DECEMBER 31, 2017 AND 2016

	December 2017	December 2016	Year Ended December 31, 2017		
			Budget	Actual	Variance
Public Safety:					
Automotive expenses:					
Cruiser gas/oil/maintenance	2,917	3,836	30,000	26,179	3,821
Cruiser insurance	-	1,625	6,500	4,875	1,625
	<u>2,917</u>	<u>5,461</u>	<u>36,500</u>	<u>31,054</u>	<u>5,446</u>
Salaries and benefits:					
Salaries	31,735	28,109	400,000	403,939	(3,939)
Pension plan	2,565	2,880	40,000	39,285	715
Health/workman's comp insurance	5,084	5,626	71,000	55,591	15,409
	<u>39,384</u>	<u>36,615</u>	<u>511,000</u>	<u>498,815</u>	<u>12,185</u>
Municipal court:					
Municipal court - judge	-	750	9,000	8,250	750
Municipal court - legal	270	1,725	27,500	24,889	2,611
Municipal court - other	30	170	6,000	3,250	2,750
	<u>300</u>	<u>2,645</u>	<u>42,500</u>	<u>36,389</u>	<u>6,111</u>
Other:					
Uniforms	102	1,249	8,000	5,571	2,429
Education/training	-	563	7,500	3,630	3,870
Arapahoe County dispatch fee	6,595	6,595	26,380	26,380	-
Supplies/miscellaneous	978	2,037	19,620	21,212	(1,592)
	<u>7,675</u>	<u>10,444</u>	<u>61,500</u>	<u>56,793</u>	<u>4,707</u>
Administration:					
Town administration:					
Salaries - administration	13,417	17,890	185,000	178,319	6,681
FICA/Medicare - administration	1,456	1,703	14,800	19,222	(4,422)
Health insurance - administration	2,704	1,984	30,000	36,183	(6,183)
Pension - administration	878	1,052	9,250	11,425	(2,175)
Telephone/communications	299	607	5,500	7,129	(1,629)
Computer expense	948	2,184	5,000	9,153	(4,153)
Election expense	-	-	2,000	-	2,000
Dues and publications	1,750	209	6,663	8,159	(1,496)
	<u>21,452</u>	<u>25,629</u>	<u>258,213</u>	<u>269,590</u>	<u>(11,377)</u>
Office supplies and miscellaneous:					
Advertising/notices	75	8	500	527	(27)
Miscellaneous	(1,811)	(1,806)	30,000	48,856	(18,856)
Supplies - administration	1,239	492	25,500	7,673	17,827
	<u>(497)</u>	<u>(1,306)</u>	<u>56,000</u>	<u>57,056</u>	<u>(1,056)</u>
Legal					
Legal	1,175	1,074	48,000	43,681	4,319
Accounting and audit	750	550	26,500	26,500	-
Inspection	11,772	7,355	163,000	143,515	19,485
Insurance and bonds	677	5,111	29,000	23,774	5,226
County Treasurer's collection fees	18	-	3,287	3,287	-
Building occupancy costs	2,588	2,624	39,000	39,765	(765)

TOWN OF COLUMBINE VALLEY
 SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL
 YEAR ENDED DECEMBER 31, 2017 AND 2016

	December 2017	December 2016	Year Ended December 31, 2017		
			Budget	Actual	Variance
Public works:					
Street repairs and maintenance:					
Street/gutter maintenance	42,994	163	420,000	398,072	21,928
Snow removal	536	634	8,000	2,798	5,202
Striping	-	-	3,000	2,628	372
Signs maintenance	24	-	3,000	2,293	707
Vehicle maintenance	841	1,792	3,500	3,580	(80)
Other drainage	192	-	7,500	11,000	(3,500)
Street cleaning	-	-	2,000	-	2,000
	<u>44,587</u>	<u>2,589</u>	<u>447,000</u>	<u>420,371</u>	<u>26,629</u>
Street lighting	1,023	1,133	15,000	14,893	107
Ground maintenance	-	440	17,500	11,935	5,565
Other:					
Miscellaneous minor public works	915	765	21,000	21,194	(194)
Storm water permit process	336	276	5,000	4,524	476
Professional fees	-	1,506	6,500	6,021	479
	<u>1,251</u>	<u>2,547</u>	<u>32,500</u>	<u>31,739</u>	<u>761</u>
Capital and Conservation Trust Fund:					
Capital expenditures:					
Administration	-	-	10,000	8,750	1,250
Public safety	-	-	43,000	41,007	1,993
Public works	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>53,000</u>	<u>49,757</u>	<u>3,243</u>
Conservation Trust Fund expenditures:					
Miscellaneous	-	-	6,000	-	6,000
	<u>-</u>	<u>-</u>	<u>6,000</u>	<u>-</u>	<u>6,000</u>



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January 15, 2018

Board of Trustees
Town of Columbine Valley
Columbine Valley, Colorado

We are engaged to audit the financial statements of the governmental activities and each major fund of Town of Columbine Valley for the year ended December 31, 2017. Professional standards require that we communicate to you the following information related to our audit.

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

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

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

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

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

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

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

Planned scope and timing of the audit

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

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

We expect to begin our audit on approximately January 23, 2018 and issue our report in April 2018.

Other planning matters

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

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

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

Sincerely,

CliftonLarsonAllen LLP



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



Request for Board of Trustee Action

Date: February 20, 2018

Title: Resolution #4, Series 2018 – Support of Fire Merger and Ballot Initiative A

Presented By: J.D. McCrumb, Town Administrator

Prepared By: Lee Schiller, Town Attorney

Background: The Littleton Fire Protection District comprises the cities of Centennial, Littleton, Bow Mar, Columbine Valley and unincorporated Arapahoe, Douglas, and Jefferson Counties. The elected Board of Directors of the Littleton Fire Protection District has made the decision to affiliate with the South Metro Fire Rescue Fire Protection District, to provide fire, rescue and all-hazards response within the boundaries of the Littleton Fire Protection District, effective January 1, 2019, including the Town of Columbine Valley

Attachments: Resolution #4, Series 2018

Recommended Motion(s): “I move to approve Resolution #4, Series 2018 as presented.”

RESOLUTION NO. 4
SERIES OF 2018

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF COLUMBINE
VALLEY IN SUPPORT OF THE LITTLETON FIRE PROTECTION DISTRICT ON BALLOT
QUESTION A

WHEREAS, the Littleton Fire Protection District has a 69-year history of protecting the citizens, homes and businesses that now comprise the cities of Centennial and Littleton, and the towns of Bow Mar and Columbine Valley and unincorporated Arapahoe, Douglas, and Jefferson Counties, and since 1948 has created and supported a well-developed fire and emergency medical services (EMS) capability, to the benefit of its citizens and visitors alike; and

WHEREAS, the elected Board of Directors of the Littleton Fire Protection District has, after exhaustive research and deliberation, made the decision to affiliate with the South Metro Fire Rescue Fire Protection District, to provide fire, rescue and all-hazards response within the boundaries of the Littleton Fire Protection District, effective January 1, 2019; and

WHEREAS, there are clear and intrinsic benefits to unification, including improved service opportunities, to wit, improved response times, training and prevention/education services, and the collective communities within the Littleton Fire Protection District would have a role in the governance and policy decisions of South Metro Fire Rescue's operations; and

WHEREAS, the Littleton Fire Protection District has been a responsible steward of taxpayer funds, and a definite factor is the desire of the Board to ensure that costs funded by its taxpayers produce a safe and effective level of fire and rescue response to its residents; and

WHEREAS, unification is anticipated to be the most financially prudent method of providing fire and EMS services within the Littleton Fire Protection District; without unification it is anticipated that in the long run emergency services will decrease unless much higher taxes are paid to fund fire and EMS services;

WHEREAS, the Board of Directors of the Littleton Fire Protection District has chosen to support the May 2018 Special District Election Ballot proposal to unify with South Metro Fire Rescue; and

WHEREAS, we, the Board of Trustees of the Town of Columbine Valley, Colorado, fully understand the need for essential services, financial certainty and stability in the management of a governmental entity; and

WHEREAS, we believe it to be in the best interest of the health, safety and welfare of the citizens of the Town of Columbine Valley in general to support this ballot proposal and urge our citizens to cast an affirmative YES vote on Ballot Question A; and

WHEREAS, the Colorado Fair Campaign Practices Act expressly authorizes local governments to adopt and distribute in normal fashion a Resolution regarding any ballot issue of import to that local government;

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

Section 1. The Board of Trustees of the Town of Columbine Valley on behalf of the citizens of the Town of Columbine Valley do affirmatively support Ballot Question A and further demonstrate our support by approving this Resolution and disseminating our action to our residents and constituents.

Section 2. Should any one or more sections or provisions of this Resolution be judicially determined invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, the intention being that the various sections and provisions are severable.

Section 3. Any and all Resolutions or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided however, that the repeal of any such Resolution or part thereof shall not revive any other section or part of any Resolution heretofore repealed or superseded.

Section 4. This Resolution shall become operative, effective and enforced on or after February 20, 2018.

PASSED, ADOPTED AND APPROVED by a vote of _____ for and _____ against this 20th day of February, 2018.

JD McCrumb, Clerk

Richard Champion, Mayor



Request for Board of Trustee Action

Date: February 20, 2018

Title: Resolution #5, Series 2018 – Municipal Election Cancellation

Presented By: J.D. McCrumb, Town Administrator

Prepared By: Lee Schiller, Town Attorney

Background: As there were fewer interested candidates to file petitions or affidavits of write-in candidacy than there were seats to be filled, the 2018 Columbine Valley municipal election may be canceled.

Attachments: Resolution #5, Series 2018
Notice of Cancellation

Staff Recommendations: Approve Resolution #5, Series 2018 as presented.

Recommended Motion(s): “I move to approve Resolution #5, Series 2018 as presented.”

RESOLUTION NO. 5
SERIES OF 2018

A RESOLUTION AUTHORIZING AND DIRECTING THE TOWN CLERK TO PUBLISH NOTICE OF CANCELLATION OF A GENERAL ELECTION AND DECLARING THE ELECTION OF CANDIDATES

WHEREAS, Section 31-10-507, C.R.S. 1973, as amended, and Section 2.32.050 of the Municipal Code of the Town of Columbine Valley, allows the cancellation of an election when the only matter before the voters is the election of persons to office and if at the close of business on the nineteenth day before the election there are not more candidates than offices to be filled at such election, including filed Affidavits of Intent; and

WHEREAS, Section 31-10-507, C.R.S. 1973, as amended, as well as Section 2.32.050 of the Municipal Code of the Town of Columbine Valley, allows the Town Clerk, if instructed by Resolution of the Board of Trustees, either before or after such state, to cancel the election and by Resolution, declare the candidates elected; and

WHEREAS, Richard Champion was a candidate for Mayor, William Dotson, a candidate for Trustee, Kathleen Boyle, a candidate for Trustee and Bruce Menk a candidate for Trustee.

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

Section 1. The Town Clerk is hereby authorized and directed to cancel the elections scheduled for April 3, 2018.

Section 2. The following candidates are declared elected:

Mayor:	Richard Champion – 2 year term
Trustee:	William Dotson – 4 year term
Trustee:	Kathleen Boyle – 4 year term
Trustee:	Bruce Menk – 4 year term

Section 3. The Town Clerk is hereby authorized and directed to post and publish notice of the cancellation of election and declare the above candidates to be elected to the office specified.

Section 4. Should any one or more sections or provisions of this Resolution be judicially determined invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, the intention being that the various sections and provisions are severable.

Section 5. Any and all Resolutions or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided however, that the repeal of any such Resolution or part thereof shall not revive any other section or part of any

Resolution heretofore repealed or superseded.

PASSED, ADOPTED AND APPROVED by a vote of _____ for and _____ against
this 20th day of February, 2018.

JD McCrumb, Clerk

Richard Champion, Mayor

NOTICE OF CANCELLATION OF REGULAR ELECTION BY THE DESIGNATED
ELECTION OFFICIAL

NOTICE IS HEREBY GIVEN by the Town of Columbine, State of Colorado, that at the close of business on the nineteenth day before the election, there were not more candidates for Mayor or Trustees than offices to be filled, including candidates filing Affidavits of Intent to be Write-In candidates; therefore, the election to be held on April 3, 2018, is hereby cancelled.

The following candidates are declared elected:

Mayor:	Richard Champion – 2 year term
Trustee:	William Dotson – 4 year term
Trustee:	Kathleen Boyle – 4 year term
Trustee:	Bruce Menk – 4 year term

DESIGNATED ELECTION OFFICIAL
TOWN OF COLUMBINE VALLEY

JD McCrumb, Town Clerk



Request for Board of Trustee Action

Date: February 20, 2018

Title: Trustee Bill #2, Series 2018: Adoption of 2018 IBC

Presented By: Jim Thelen, Building Inspector

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

Background: Every two years new editions of the International Codes are presented to the Board of Trustees for adoption.

International Codes
There are no major changes to 2018 codes other than an update of the wind provisions. Most of the other changes are reorganization or changes made for clarity.

Attachments: Trustee Bill #2, Series 2018

Staff Recommendations: Approve Building Code as presented

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

AND

"I move to set a public hearing to consider the 2018 building codes and 2017 electric codes for Tuesday, March 20, 2018 at 6:00 P.M."

TOWN OF COLUMBINE VALLEY

TRUSTEE BILL NO. 2
SERIES OF 2018

INTRODUCED BY
TRUSTEE: KATHY BOYLE

A BILL FOR
AN ORDINANCE

CONCERNING ADOPTION OF THE INTERNATIONAL CODE COUNCIL'S 2018 INTERNATIONAL RESIDENTIAL CODE; THE 2017 NATIONAL ELECTRIC CODE OF THE NATIONAL FIRE PROTECTION ASSOCIATION.

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 town homes not more than three stories in height;

WHEREAS, the purpose of the National Electric Code is the practical safeguarding of persons and property from hazards arising from the use of electricity by regulating the installation and removal of electrical conductors, equipment, and raceways; signaling and communication conductors, equipment and raceways; and optical fiber cable and raceways.

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 BOARD OF TRUSTEES OF THE TOWN OF COLUMBINE VALLEY, COLORADO, THAT:

Section 1: That portion of Chapter 15.08 of the Municipal Code of the Town of Columbine concerning the adoption of the International Building Code of 2015 is hereby repealed and the International Residential Code, Section 2018 Edition of the International Code Council, including Appendix Chapter J is hereby adopted by reference for use and regulation on buildings and structures within the Town. Two (2) copies of said Code are on file in the office of the Town Clerk and may be inspected during regular business hours.

Section 2: Chapter 15.08.020 of the Municipal Code of the Town of Columbine Valley is amended to read:

15.08.020 AMENDMENTS, MODIFICATIONS AND CHANGES:

(A) Amendments to the International Residential Code: the following amendments are hereby adopted to the International Residential Code:

1. Prior to the issuance of a building permit, HOA approval is required.
2. Chapter 1 is hereby deleted; the administrative provisions for the International Residential Code is in Chapter 15.04.20 of the Town of Columbine Valley Municipal Code.
3. The definition of building height is hereby repealed and reenacted to read:
 - a. The height of all new single-family homes shall have the height of the building certified by a licensed Colorado surveyor after the trusses have been set.
 - b. land use definition
4. Table R301.2(1) is hereby amended to read:

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

Nominal Wind Speed	115mph
Ultimate Wind Speed	138 per table R301.2.1.5.1
Frost Depth	36"
Seismic Design Category	B
Termite	slight to moderate
Decay	none to slight
Weathering	severe
Winter Design temperature	1 degree
Ice and shield underlayment required	yes
100-year rainfall	2.67" per hour.

5. Table 302.6 **Dwelling\Garage Separation**, is hereby amended to read:

<u>Separation</u>	<u>Materials</u>
From the residence and attic	5/8" X gypsum board applied to the garage side
From habitable rooms above garage	Not less than 5/8" x gypsum board
Structures supporting floor ceiling assemblies used for separation required by the section	Not less than 5/8" x gypsum board
Garages located less than 3 feet	Not less than 5/8"x gypsum board

from a dwelling unit on the same lot	applied to the interior side of the exterior walls that are within this area
--------------------------------------	--

- 6. Section 302.7 is hereby repealed and reenacted to read:
R302.7 Under stairs protection: Enclosed accessible spaces under stairs shall have walls, under stair surfaces and any soffit protected on the enclosed side with 5/8" X gypsum board.
- 7. Section R313 **Automatic Fire Sprinkler System:** is hereby deleted without substitution.
- 8. 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.
- 9. Section R401.4.1 **Geo-technical Evaluation:** is hereby deleted in its entirety and without substitution.
- 10. Section R403.1.4.1 **Frost Protection:** is hereby repealed and reenacted to read.
 Except where otherwise protected from frost foundation walls, piers and other permanent supports of buildings, patio enclosures, sun rooms and other similar structures shall be protected from frost by one or more of the following methods:
 - 1. Extend below the frost line in accordance with Table R301.2(1) (minimum 36")
 - 2. Construction in accordance with Section R4003.3
 - 3. Construction in accordance with ASCE 32.
 - 4. Erected on solid rock.
- 11. Section R908.3. **Roof Replacement:** The following sentence shall be the last sentence of this section: "In the case of a partial reroof, the replacement shingles shall be of the same type and color".
- 12. Section R1004.4 **Unvented Gas Log Heaters:** is hereby deleted without substitution.
- 13. Section M1503.6 is hereby amendment by a new Section M1503.6.4 **Makeup Air Temperature:** The temperature differential between the

makeup air and the air in the conditioned space shall not exceed 10 degrees Fahrenheit.

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

N1112 Mandatory Energy Conservation Requirements for Residential Remodeling.

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

Section N1112.2 **Requirements:** In addition to other requirements located in this chapter the following mandatory requirements in Table N1112.1 shall apply.

Table N1112.1

Energy Conservation Requirements

For Residential Remodeling

Building Thermal Envelope	New or exposed cavities created during remodel shall be sealed to limit air leakage
	New or exposed cavities shall be insulated with minimum R-19
	All new windows shall have a fenestration rating of .30
	All new or exposed openings into unconditioned spaces with R-49 and R-19 for walls and openings shall be weather strip
Ducts	All new or exposed heating and cooling ducts shall be air-sealed
	All new and exposed heating and cooling ducts in unconditioned spaces shall be insulated with minimum R-10

15. Section G2425.8 **Appliances not Required to be Vented:** is hereby amended by the deletion of Item 7.

16. Section G2445 Unvented Gas Room Heaters is hereby deleted without substitution.

17. Section P2903: **Water Supply Systems:** is hereby amended by the addition of a new subsection P2309.12 which shall read:

P2309.12 **Location of Lawn Sprinkler Manifolds:** Lawn sprinkler system manifolds and drain valves shall be located a minimum five feet from the building foundation.

18. **Swimming Pools, Spas, and Hot Tub:** requirements shall be in accordance with Chapter 31 in the 2018 International Building Code.

Section 3: Section 15.12.010 of the Municipal Code of the Town of Columbine Valley is hereby repealed and reenacted to read:

15.12.010 **Adoption of Code:** The National Electric Code, 2017 Edition of the National Fire Protection Association is hereby adopted by reference, for regulating the installation, enlargement, repair and maintenance of electrical systems of all kinds. Two (2) copies of said Code are on file in the office of the Town Clerk and may be inspected during regular business hours.

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

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

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

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

PUBLIC HEARING on the Ordinance to take place on the ___ day of _____, 2018, in the Offices of Columbine Valley, 2 Middlefield. Road, Town of Columbine Valley, Colorado, on March 20, 2018, at the hour of 7:00 p.m., or as soon thereafter as it may be heard.

Introduced as Trustee Bill No. 2, series of 2018, at a regular meeting of the Board of Trustee of the Town of Columbine Valley, Colorado, on the _____ day of

_____ 2018, passed by a vote of _____ for and _____ against, on first reading; passed on second reading, as Trustee Bill No. 2, 2018, at a regular meeting of the Board of Trustees by a vote of _____ for and _____ against on the _____ day of _____, 2018, and ordered published in the Littleton Independent on the _____ day of _____, 2018.

Richard Champion, Mayor

TRUSTEE BILL NO.2
SERIES OF 2018

ATTEST:

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



Request for Board of Trustee Action

Date: February 20, 2018

Title: Trustee Bill #3, Series 2018 – Flood Damage Prevention

Presented By: J.D. McCrumb, Town Administrator

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

Background: The Town of Columbine Valley participates in the National Flood Insurance Program (NFIP). The cost of participating in the NFIP is the Town maintaining local ordinances that keep buildings and people out of the floodplain as much as possible. The benefits of participating in this national program include reduced cost flood insurance for residential structures and hazard mapping support from the Federal Emergency Management Agency (FEMA). The Urban Drainage and Flood Control District (UDFCD) works with FEMA to update and maintain hazard mapping to reflect current conditions on a recurring basis (about every 10 years).

At this time, UDFCD has a new flood hazard map for the Dutch Creek floodplain within the Town of Columbine Valley. The Town has had a floodplain ordinance for several decades. The Town has updated the ordinance several times over the years. The last update was in 2013 when the State required additional updates to match the State rules.

This action simply updates the effective date of the maps in the ordinance.

Attachments: Trustee Bill #3, Series 2018

Staff Recommendations: Approve as presented

Recommended Motion(s): “I move to approve as presented Trustee Bill #3, Series 2018 on 1st Reading”.

A BILL FOR AN ORDINANCE
OF THE TOWN OF COLUMBINE VALLEY CONCERNING FLOOD DAMAGE
PREVENTION

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

Section 1. That Section 15.36.070 of the Municipal Code of the Town of Columbine Valley is hereby amended in its entirety to read as follows:

Section 15.36.070. Basis For Establishing The Areas Of Special Flood Hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Arapahoe County, Colorado and Incorporated Areas," effective April 18, 2018, with accompanying Flood Insurance Rate Maps (FIRM) and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance. These Special Flood Hazard Areas identified by the FIS and attendant mapping are the minimum area of applicability of this Ordinance and may be supplemented by studies designated and approved by the Town of Columbine Valley. The Floodplain Administrator shall keep a copy of the Flood Insurance Study (FIS), DFIRMs and/or FIRMs on file and available for public inspection.

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 as Trustee Bill No. 3, series of 2018, at a regular meeting of the Board of Trustees of the Town of Columbine Valley, Colorado, on the 20th day of February, 2018, passed by a vote of ____ for and 0 against, on first reading; passed on second reading at a regular meeting of the Board of Trustees held by a vote of ____ for and ____ against on the ____ day

of _____, 2018, and ordered published in the Littleton Independent on the ____ day of _____, 2018.

Richard Champion, Mayor

ATTEST:

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



Request for Board of Trustee Action

Date: November 7, 2016

Title: 2017 Amended Budget

Presented By: Jeff Tempas, Town Treasurer

Prepared By: Jeff Tempas, Town Treasurer

Attachments: 2017 Amended Budget

Recommended Motion: "I move to set a public hearing to consider the 2017 Amended Budget for Tuesday, March 20, 2018 at 6:15 P.M."

Town of Columbine Valley
2017 Budget
Narrative Portion
Amended February 2018

February 20, 2018

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

Basis of Accounting

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

General Information

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

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

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

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

Amendment #1

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

Sources of Fund Increases

Property Taxes – General Fund - \$328,683

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

1. Amendment #1 property tax revenue limitation - \$328,623
2. Amendment #1 mill levy rate limitation - \$374,575
3. Statutory 5.5% property tax revenue limitation - \$336,893

The lowest of the three amounts is the first calculation.

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

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

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

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

Specific Ownership Tax - \$20,954

Specific ownership taxes are collected by the County Department of Motor Vehicles for vehicles registered in the Town. The amount allocated to the Town by the County is based upon its proportionate share of all County imposed property taxes. The budget for 2017 reflects an approximate 7.2% increase from the projected revenue for 2016.

Sales & Use Tax - \$625,000

The Town collects sales taxes on retail sales within the Town boundaries. These taxes come from sales by Columbine Country Club, its pro shop, CenturyLink, and A T & T. The Town also collects sales tax on automobile purchases by Town residents and on materials purchased for new and remodel home construction. The 2017 Budget provides for the construction of sixteen (16) new homes in two continuing developments in 2017. The 2017 Budget also anticipates remodeling costs to be approximately \$6.6 million generating \$100,000 in sales taxes. Other sales taxes are estimated to be virtually the same as the 2016 projected levels with the exception of a modest increase in sales taxes from Columbine Country Club as the new clubhouse is estimated to be complete in late summer.

Utility Franchise Fee - \$48,000

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

Cable TV - \$28,000

In 2016, the Town granted a non-exclusive fifteen-year cable franchise covering all of Columbine Valley to a new cable operator and is renegotiating an extension of the franchise with the existing cable operator. Both franchise agreements stipulate that the Town receive an annual fee equal to 5% of gross cable receipts by the cable operator. Cable revenues have increased in recent years, likely due to increased premium services and new home construction. Our budget for 2017 anticipates revenues equal to our projection for 2016.

Permits Fees - \$326,000

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

Fines - \$72,000

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

Intergovernmental Revenues

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

- State Highway Users Tax – 2016 projection is \$42,000; 2017 budget is \$46,000
- County Highway Mill Tax – 2016 projection is \$14,000; 2017 budget is \$12,000
- Cigarette Tax Apportionment – 2016 projection is \$800; 2017 budget is \$800
- Motor Vehicle Registration Fees – 2016 projection is \$6,000; 2017 budget is \$6,000

Effective January 1, 2014, the Town renewed its intergovernmental agreement with Bow Mar for a five year term and continues to assume the responsibility for public safety and municipal court activities for that town. In connection with this and the prior agreement and for providing these services, Bow Mar will have paid the Town \$260,910 in 2016 and will pay \$268,216 for 2017. The payments for 2017 and 2018 will be calculated based upon a formula using the then current consumer price index change. The agreement also provides that the Town will refund a portion of this fee in the event the Town is unable to maintain a total police force of six officers for the entire calendar year. There was no refund required under this provision for 2015, and none is projected for 2016.

The Town entered into a new intergovernmental agreement with Bow Mar effective November, 2016 to provide Building Department administrative services. The fee for these services will be \$40,000 in 2017. This agreement will extend through 2018 unless terminated earlier according to the provisions of the agreement.

Interest - \$8,000

The estimate for Town funds to be invested during 2017 is an average of \$1,100,000 at an estimated weighted interest rate of .73%.

Other - \$15,800

Other revenues include small receipts, miscellaneous in nature, which are received each year plus the sale of a retired police vehicle.

Sources of Fund Decreases

Public Safety - \$651,500

Public safety costs include both Town police expense and the expense of operating its municipal court. The Town intends to employ six full time and one or more part time police officers in 2017 to accommodate its expanded coverage area, which includes Bow Mar. Costs include salaries and benefits, uniforms, training, vehicle expense (four owned vehicles) and supplies. Municipal court costs are projected to remain at the projected 2016 level. In 2008 the Town became subject to a new charge from Arapahoe County for providing dispatch services. These services had been provided in the past at no cost to the Town. The annual charge was increased for the first time in 2016 to \$26,380. We have estimated the same payment for 2017.

Sanitation - \$75,000

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

Administration - \$623,000

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

	<u>2016</u>	<u>2017</u>
• Town office salaries and benefits	43%	38%
• Legal, accounting and audit	14%	12%
• Insurance	6%	5%
• Building inspection fees	16%	26%
• Town Hall maintenance and utilities	12%	6%
• Other	9%	13%

Office salaries include four full time employees in 2017 and two full time employees and one part-time employee in 2016. Included in benefits are the cost of health insurance and a pension plan.

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

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

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

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

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

Planning & Zoning - \$69,000

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

Public Works - \$512,000

Town property maintenance costs include street and gutter maintenance and repair, snow removal, street lighting, road striping, park maintenance and maintenance and repairs associated with Town equipment. The Town has projected the fourth year of a multi-year street improvement project to be overseen by our consulting engineering firm. We have budgeted \$420,000 towards this effort for 2017. For 2017, the Town has determined to handle snow removal services internally, relying on a new full-time public works employee and additional part-time help, as necessary. This new public works employee will also devote time to property maintenance and repair. Some services, such as street cleaning and sealing are contracted from the City of Littleton or other third-party vendors.

General Fund Reserve Activity

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

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

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

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

Capital expenditures - \$53,000

The capital expenditures projected for 2017 include a new police vehicle to replace the oldest of the current fleet (\$43,000). The other expenditure (\$10,000) is for an emergency generator to be located at the Town Hall.

Reserve Balance

Reserves (Fund Balances) at the beginning of 2016 were \$1,454,873. Of this amount, \$1,097,257 was unrestricted and available for recurring operating needs. Activity for 2016 and 2017 is expected to decrease the unrestricted reserve balance to \$1,039,951. A desirable reserve balance is an amount equal to one year's budgeted recurring operating expenditures, or approximately \$1,400,000, which will require continued vigilance by the Town Trustees to control operating costs as well as capital spending.

**TOWN OF COLUMBINE VALLEY
2017 BUDGET
FINANCIAL PORTION
Amended February 2018**

SUMMARY

General Fund Activity

Revenues		
Operating	\$ 1,845,453	
From Reserve	85,047	\$ 1,930,500
Expenditures		
Operating	\$ 1,930,500	
To Reserve	-	1,930,500

Reserve Activity

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

Expenditures		
2017 Budget (Above)	85,047	
Capital Expenditures	53,000	
Major Capital Projects	-	
Conservation Trust Fund	6,000	144,047

Net Increase (Decrease) in Reserves		(108,047)
Reserves at Beginning of Year		1,505,614
Reserves at End of Year		<u>\$ 1,397,567</u>

TOWN OF COLUMBINE VALLEY
General Fund Revenues & Expenditures
2017 Budget
Amended February 2018

	Actual 2015	Budget 2016	Actual 2016	Budget 2017
Revenues				
Taxes				
Property Taxes	\$ 306,177	312,843	312,222	328,683
Specific Ownership Taxes	23,165	20,097	23,983	20,954
Sales and Use Taxes	568,295	631,000	710,552	625,000
Utility Franchise Fees	47,141	48,000	44,652	48,000
Cable Television Fees	28,228	25,000	30,568	28,000
Permits and Fines				
Permits, Fees and Services	205,141	149,000	359,835	326,000
Fines	76,765	80,000	62,268	72,000
Intergovernmental				
Town of Bow Mar Police	255,795	260,910	260,910	268,216
Town of Bow Mar Admin			6,685	40,000
State Highway User's Tax	46,584	43,000	44,051	46,000
County Highway Tax Revenue	14,823	12,000	11,668	12,000
Motor Vehicle Registration Fees	5,672	6,000	6,046	6,000
State Cigarette Tax Apportionment	896	650	755	800
Interest	2,093	2,500	6,657	8,000
Other	25,954	9,000	14,389	15,800
From General Reserve	-	65,000	-	85,047
	<u>\$ 1,606,729</u>	<u>1,665,000</u>	<u>1,895,241</u>	<u>1,930,500</u>
Expenditures				
Public Safety	\$ 629,788	668,000	675,931	651,500
Sanitation	67,355	72,000	71,010	75,000
Administration	418,911	435,500	685,295	623,000
Planning and Zoning	72,239	67,000	51,106	69,000
Public Works	311,669	422,500	307,050	512,000
To General Reserve	106,767	-	104,849	-
	<u>\$ 1,606,729</u>	<u>1,665,000</u>	<u>1,895,241</u>	<u>1,930,500</u>
Reserve Additions				
From General Fund	\$ 106,767	-	104,849	-
Arapahoe County Open Space Shareback	28,250	30,000	33,737	30,000
Conservation Trust Fund	6,346	6,000	8,648	6,000
	<u>\$ 141,363</u>	<u>\$ 36,000</u>	<u>\$ 147,234</u>	<u>\$ 36,000</u>
Reserve Expenditures				
To General Fund	-	65,000	-	85,047
Capital Expenditures	39,284	130,000	90,493	53,000
Conservation Trust Fund Expenditures	6,000	6,000	6,000	6,000
	<u>45,284</u>	<u>201,000</u>	<u>96,493</u>	<u>144,047</u>
Net Increase (Decrease) in Reserves	96,079	(165,000)	50,741	(108,047)
Beginning Reserves Balance	1,358,794	1,454,873	1,454,873	1,505,614
Ending Reserves Balance	<u>\$ 1,454,873</u>	<u>1,289,873</u>	<u>1,505,614</u>	<u>1,397,567</u>

TOWN OF COLUMBINE VALLEY
General Fund Operating Expenditure Detail
2017 Budget
Amended February 2018

	Actual 2015	Budget 2016	Actual 2016	Budget 2017
Public Safety				
Cruiser Gas, Oil and Maintenance	\$ 24,732	35,000	20,975	30,000
Cruiser Insurance	6,100	6,500	8,125	6,500
Salaries	398,051	405,000	445,367	400,000
FFPA Pension	37,920	37,500	38,557	40,000
Health Insurance	45,160	53,120	38,786	45,000
Workers Comp Insurance	20,145	26,000	18,219	26,000
Uniforms	5,233	8,000	9,245	8,000
Education and Training	652	7,500	2,727	7,500
Supplies and Other	28,330	20,000	31,639	19,620
Arapahoe County dispatch fees	25,800	26,380	26,380	26,380
Municipal Court Judge	8,250	9,000	9,000	9,000
Municipal Court Legal	25,785	27,500	23,606	27,500
Municipal Court Supplies	2,255	2,000	1,805	2,000
Municipal Court Administration	1,375	4,500	1,500	4,000
	<u>\$ 629,788</u>	<u>668,000</u>	<u>675,931</u>	<u>651,500</u>
Administration				
Advertising	\$ 286	500	378	500
Legal	36,850	40,000	36,378	48,000
Accounting and Audit	19,800	21,000	22,085	26,500
Building Inspection	74,300	74,500	143,576	163,000
Building Maintenance and Utilities	39,117	36,500	34,444	39,000
Salaries	132,849	154,000	149,333	185,000
Payroll Taxes	12,754	12,320	15,930	14,800
Health Insurance	13,867	14,000	17,842	30,000
Pension	6,566	7,700	8,618	9,250
Telephone	5,716	5,500	6,893	5,500
Supplies	5,879	5,000	10,512	25,500
Insurance and Bonds	23,678	27,155	34,452	29,000
Miscellaneous	31,891	22,000	80,411	30,000
Economic Incentive	-	-	104,930	-
County Treasurer's Fees	3,065	3,128	3,125	3,287
Computer expense	5,196	5,000	10,762	5,000
Election Expense	-	2,000	35	2,000
Newsletter and Directory	7,097	5,197	5,591	6,663
	<u>\$ 418,911</u>	<u>435,500</u>	<u>685,295</u>	<u>623,000</u>
Public Works				
Street and Gutter Maintenance	\$ 241,809	300,000	232,260	420,000
Snow Removal	12,460	15,600	9,484	8,000
Striping	3,787	3,000	4,707	3,000
Signs Maintenance	450	3,000	1,340	3,000
Vehicle Maintenance	2,055	2,500	7,624	3,500
Other Drainage/Water	11,575	15,400	13,385	13,500
Street Cleaning	-	2,000	-	2,000
Street Lighting	13,916	15,000	13,031	15,000
Ground and Other Maintenance	5,635	3,500	2,680	3,500
Other Maintenance/Homeowner Funds	10,840	10,000	10,000	14,000
NPDES Expense	5,246	9,000	4,864	5,000
Salary	-	20,000	-	15,000
Professional Fees	3,896	23,500	7,675	6,500
	<u>\$ 311,669</u>	<u>422,500</u>	<u>307,050</u>	<u>512,000</u>

TOWN OF COLUMBINE VALLEY
Capital and Reserve Expenditure Detail
2017 Budget
Amended February 2018

	Actual 2015	Budget 2016	Actual 2016	Budget 2017
Capital Expenditures				
Public Safety				
Vehicle	\$ 39,284	-	-	43,000
Other	-	10,000	11,000	-
Administration				
Computer and Peripherals	-	-	-	-
Other		20,000	-	10,000
Public Works				
Streets	-	-	-	-
Other	-	-	16,546	-
	<u>\$ 39,284</u>	<u>30,000</u>	<u>27,546</u>	<u>53,000</u>
Major Capital Projects				
Town Hall Remodel	\$ -	100,000	62,947	-
Other	-	-	-	-
	<u>\$ -</u>	<u>100,000</u>	<u>62,947</u>	<u>-</u>
Conservation Trust Fund Expenditures				
Parks	<u>\$ 6,000</u>	<u>6,000</u>	<u>6,000</u>	<u>6,000</u>

TOWN OF COLUMBINE VALLEY													
Public Safety Expenses													
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2016	2017	NET	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget	9 Mo Act	Budget	CHANGE	2017 COMMENTS
Operations													
Cruiser gas/oil/maintenance	32,583	29,886	33,515	35,511	40,248	34,918	32,525	24,732	35,000	12,810	30,000	9,025	CONSERVATIVE?
Cruiser insurance	4,500	5,000	5,000	5,605	4,500	6,638	6,200	6,100	6,500	6,500	6,500	(1,625)	EST INCREASE
Salaries	317,274	349,678	334,932	347,427	361,637	361,486	371,665	398,051	405,000	360,851	445,367	(45,367)	BOARD
FFPA/Medicare/SUTA	32,144	35,587	33,511	34,464	36,556	35,082	35,960	37,920	37,500	26,825	33,557	1,443	
Health insurance	22,953	28,279	41,272	45,832	49,065	52,495	51,364	45,160	53,120	31,510	38,786	6,214	QUOTE TO COME
Workers Comp and Liab Insurance	10,767	10,274	13,722	13,956	19,304	21,723	18,355	20,145	26,000	14,890	18,219	7,761	REVIEW AUDIT
Uniforms	3,005	7,810	6,814	6,589	3,999	4,243	3,887	5,233	8,000	5,633	9,245	8,000	EST UNCHANGED
Education & training	1,304	1,875	219	1,668	625	2,684	2,469	662	7,500	1,236	2,727	4,773	EST UNCHANGED
Supplies & miscellaneous	14,926	18,716	15,884	21,680	18,981	18,662	16,268	28,330	20,000	12,650	19,620	(12,019)	DETAIL BELOW
Telephones													
Equipment expensed													
Apache County Dispatch	24,900	25,800	25,800	25,800	25,800	25,800	25,800	25,800	26,380	19,785	26,380	-	NEW RATE TO COME
	464,356	512,905	510,669	538,533	560,715	563,731	564,483	592,123	625,000	492,690	609,000	-	
Municipal Court													
Judge	9,000	9,375	9,000	9,000	8,250	9,000	9,000	8,250	9,000	6,750	9,000	-	EST UNCHANGED
Legal	31,756	34,292	23,613	31,068	23,705	26,613	34,329	25,785	27,500	17,957	23,606	3,894	EST UNCHANGED
Administration	4,540	5,242	4,765	6,074	825	2,080	2,000	2,500	2,500	813	1,500	500	EST UNCHANGED
Supplies	1,724	1,840	1,498	1,654	1,189	1,000	276	2,255	2,000	665	1,805	195	EST UNCHANGED
Interpreter	638	1,160	1,224	1,454	1,375	1,436	1,626	1,375	2,000	1,125	2,000	2,000	EST UNCHANGED
	47,658	51,909	40,100	49,250	35,344	40,129	47,231	37,665	43,000	27,310	42,500	(500)	
	512,014	564,814	550,769	587,783	596,059	603,860	611,714	629,788	668,000	520,000	675,931	(16,500)	
Capital													
Vehicles	36,206	35,035		35,229	39,552	38,699	38,574	39,284			43,000	43,000	ASSUME NEW VEHICLE
Miscellaneous													
Radio system upgrade													
Video system	20,280								10,000	10,855	11,000	(11,000)	
Computer laptops	36,206	55,315	20,280	35,229	39,552	38,699	38,574	39,284	10,000	10,855	43,000	-	
SUPPLIES & MISC													
MISCELLANEOUS											19,620		
EQUIP/REPAIRS											5,320		
TELEPHONE											5,000		
DUES/SUBSCRIPTIONS											4,800		
											4,500		

TOWN OF COLUMBINE VALLEY																	
Administrative Expenditures																	
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2016	2016	2016	2017	2017			
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	9 Mo Act	9 Mo Act	9 Mo Act	9 Mo Act	Budget	Budget			
	0.45	0.50	0.45	0.43	0.41	0.43	0.32	0.36	AMENDED	AMENDED	AMENDED	AMENDED	0.40	0.50			
Advertising	101	348	390	366	171	713	744	286	500	333	333	378	500	J/D/DANA/CRISTY	DELTA	2017 COMMENTS	
Legal	22,598	23,503	30,164	25,842	27,008	39,739	35,023	36,850	40,000	34,196	34,196	36,378	48,000	J/D/DANA/CRISTY	11,622	EST SAME AS 2016	
Accounting and Audit	17,200	17,742	18,050	18,100	18,400	19,264	19,500	19,800	21,000	19,950	19,950	22,085	26,500	J/D/DANA/CRISTY	4,415	WILD PLUM/MALLOW/CROFT	
Building Inspection	45,915	35,260	39,902	37,003	41,714	33,848	54,182	74,300	74,500	99,994	143,576	143,576	163,000	J/D/DANA/CRISTY	19,424	EST MODEST INCREASE	
Salaries	107,076	112,962	112,698	115,020	122,714	140,906	131,991	132,849	154,000	103,603	103,603	149,333	185,000	J/D/DANA/CRISTY	35,667	CALCULATION	
Payroll Taxes	8,579	10,209	9,574	10,082	9,683	12,796	12,165	12,754	12,320	15,248	15,248	17,842	30,000	J/D/DANA/CRISTY	(1,130)	BOARD + STEP	
Health Insurance	7,653	7,558	11,275	8,769	10,881	14,677	15,212	13,667	14,000	13,237	13,237	17,842	30,000	J/D/DANA/CRISTY	12,158	JIT - 8% OF SAL	
Pension	5,502	6,081	5,827	5,924	6,103	6,803	5,838	6,966	7,700	6,083	6,083	8,618	9,250	J/D/DANA/CRISTY	632	ADDING STEPH & HOBBS	
Telephone	4,252	8,807	4,256	4,680	5,081	4,871	5,000	5,716	5,500	4,500	4,500	6,893	5,500	J/D/DANA/CRISTY	(1,393)	EST 5% OF SAL	
Supplies and postage	3,325	3,709	3,357	2,226	3,358	4,978	5,998	5,879	5,000	9,563	10,512	10,512	25,500	J/D/DANA/CRISTY	14,988	EST DOWN FROM 2016 PROJ	
Insurance and Bonds	23,992	14,572	11,150	16,192	20,043	24,638	22,161	23,678	27,155	27,660	34,452	34,452	29,000	J/D/DANA/CRISTY	(5,452)	EST DOWN FROM 2016 PROJ	
Miscellaneous	-	19,577	-	-	10,538	23,223	22,259	31,891	22,000	28,385	80,411	80,411	30,000	J/D/DANA/CRISTY	(50,411)	EST SAME AS 2016	
County Treasurer's Fees	2,791	2,979	3,168	3,237	3,007	3,077	3,046	3,065	3,128	3,115	3,115	3,125	3,287	J/D/DANA/CRISTY	162	SEE DETAIL BREAKDOWN	
Computer expense	16,211	14,354	7,495	5,012	15,486	12,438	7,042	5,196	5,000	7,724	10,762	10,762	5,000	J/D/DANA/CRISTY	(5,762)	JIT - 1% of RE taxes	
Office Rent and Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	EST SAME AS 2016
Office Utilities - elect and water	5,970	5,574	6,526	7,237	6,988	7,500	8,481	8,500	8,500	6,246	6,246	8,500	9,000	J/D/DANA/CRISTY	500	EST SAME AS 2016	
Office maintenance/janitorial	-	19,459	14,232	18,843	12,099	18,072	15,290	39,117	28,000	20,692	25,944	25,944	30,000	J/D/DANA/CRISTY	4,056	SEE DETAIL BREAKDOWN	
Election Expense	21	-	1,707	20	1,717	1,917	1,960	2,000	2,000	35	35	35	2,000	J/D/DANA/CRISTY	1,965	POSSIBLE REFERENDUM	
Dues and publications	2,508	2,369	2,233	2,490	2,334	3,429	3,454	7,087	5,197	4,531	5,591	5,591	6,663	J/D/DANA/CRISTY	1,072	TO BALANCE	
Archive expense	-	-	-	-	-	-	-	-	-	-	-	-	-	J/D/DANA/CRISTY	-	ARCHIVE EXPENSE/CLEAN W	
GIS Mapping	-	-	-	-	-	-	-	-	-	-	-	-	-	J/D/DANA/CRISTY	-	GIS MAPPING	
Economic Incentive	-	-	-	-	-	-	8,785	-	-	104,930	104,930	104,930	-	-	-	-	-
	273,594	305,053	282,004	281,043	317,325	372,889	378,131	418,911	435,500	\$10,024	\$10,024	685,295	623,000	-	-	-	-
Lease-purchase - Town Hall	41,148	41,148	41,148	41,148	41,149	292,091	-	-	-	-	-	-	-	-	SCHEDULE	-	-
Sanitation - Allied Waste	57,409	63,411	66,660	69,360	66,518	64,764	66,707	67,355	72,000	52,800	71,010	71,010	75,000	J/D/DANA/CRISTY	-	EST INCREASE OF 4%	
Capital:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Town Administration Building	-	-	-	-	-	-	-	-	-	-	-	-	-	-	REMODEL	-	-
Benches	-	-	-	-	-	-	-	-	100,000	79,215	62,947	62,947	62,947	62,947	-	-	-
Office Renovation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Computers and Peripherals	-	-	-	-	22,850	-	-	-	-	-	-	-	-	-	-	-	-
Furniture	-	-	-	-	-	-	-	-	20,000	13,665	13,665	13,665	13,665	13,665	-	-	-
Telephone system	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	22,850	-	-	-	120,000	92,880	62,947	62,947	10,000	10,000	EMERG GENERATOR - 2017	-	-

TOWN OF COLUMBINE VALLEY														
Detail and Support for Planning and Zoning Expense Projections														
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2016	2016	2017	2017	2017 COMMENTS
Town planner	840	560	455	2,520	9,048	14,495	31,257	44,366	46,500	60,845	36,106	50,000	50,000	DETAIL BELOW
Town engineers	8,049	12,791	6,567	3,972	6,152	32,683	21,205	27,873	19,000	14,161	15,000	17,500	17,500	DETAIL BELOW
Miscellaneous	-	-	-	-	-	-	-	-	1,500	-	-	1,500	1,500	
	8,889	13,351	7,022	6,492	15,200	47,178	52,462	72,239	67,000	75,006	51,106	69,000	69,000	
PHIL:									46,500			50,000	50,000	ANTICIPATE NO CHANGE
Planning - no reimb									23,125			23,125	23,125	ANTICIPATE NO CHANGE
Planning Asst Planner									3,500			3,500	3,500	RAMPING UP
Platte Canyon Road									6,000			20,000	20,000	PRETTY MUCH DONE
Traffic study/studies									12,500			2,000	2,000	
Contingency									1,375			1,375	1,375	
TROY:									19,000			17,500	17,500	DEPENDENT ON WPF
Planning assistance									1,000			5,000	5,000	PER TROY
Platte Canyon Road									2,500			1,500	1,500	PER TROY
Pavement project supervision									10,000			3,750	3,750	PER TROY
Urban Drainage												5,000	5,000	PER TROY
Contingency									5,500			2,250	2,250	

TOWN OF COLUMBINE VALLEY													AMENDED		
Detail and Support for Public Works Expense Projections															
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2016	2016	2017			
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget	9 Mo Act	Actual	Budget	Responsibility/Comments	CHANGE	NET
Street/Gutters	51,731	31,141	44,406	39,614	39,512	15,214	289,491	241,809	300,000	12,502	232,260	420,000	PALMER - NOTE A	187,740	
Snow Removal	2,915	4,303	2,390	4,688	4,056	2,800	6,298	12,460	15,600	8,850	9,484	8,000	PALMER - NOTE B	(1,484)	
Striping	2,484	493	1,003	1,352	1,025	1,587	1,828	3,787	3,000	2,716	4,707	3,000	PALMER	(1,707)	
Signs	2,297	1,860	2,193	1,213	615	202	6,316	450	3,000	1,226	1,340	3,000	PALMER	1,660	
Vehicle Maintenance	3,028	4,173	1,652	4,475	1,751	2,833	896	2,055	2,500	4,267	7,624	3,500	PALMER	(4,124)	
Other	7,665	6,932	7,442	7,196	8,467	7,134	2,810	877	5,900	4,283	13,385	6,000	PALMER - NOTE C	(7,385)	
Maint/Water - Hunter Run						9,288	9,187	10,698	9,500	178		2,000	PALMER - NOTE D	7,500	
Street Cleaning	442					825	825	2,000	2,000			15,000	PALMER	2,000	
Street Lighting	11,923	12,285	13,576	12,237	16,090	13,263	13,980	13,916	15,000	10,123	13,031	3,500	PALMER - Note 1	820	
Ground Maintenance	26,507	20,014	22,257	10,493	3,988	9,135	895	5,635	3,500	4,019	2,680	5,000	PALMER	136	
Storm water permit activity	9,731	5,168	5,503	3,404	4,157	4,442	2,605	5,246	9,000	4,317	4,864	5,000	PALMER - Note 2	4,000	
Homeowner Assn subsidy					8,040		8,040	10,840	20,000	10,000	10,000	14,000	PALMER - Note 3	15,000	
Salary/wages - Hobbes				5,632	16,795		8,336	3,896	23,500	8,030	7,675	6,500	PALMER - Note 4	(1,175)	
Professional Fees				90,304	104,496	65,898	351,507	311,669	422,500	77,576	307,050	512,000		-	204,950
	118,723	86,369	100,422	90,304	104,496	65,898	351,507	311,669	422,500	77,576	307,050	512,000		-	204,950
Conservation Trust	5,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	5,294	6,000	6,000	NEWLAND - Note 5		
Capital															
Pave & Drain - Niblick/Driver													PALMER		
Repair Perimeter Wall													PALMER		
Eagle Sump Pump													PALMER		
Fairway Lane paving													PALMER		
Coolley Reservoir drainage		25,000											PALMER		
Storm water permit				40,000	3,018	15,094							PALMER		
Other				40,000	3,018	15,094							PALMER		
		25,000		40,000	3,018	15,094									
2017 Notes:															
Note A: \$300,000 to include street and gutters															
Note B: Did not renew contract with Designs by Sundown - assume cost of Hobbes and xtra Police - 320 hrs @ 25/hr															
Note C: Contingency for potential cost overruns on Hunter Run and elsewhere															
Note D: Arrowhead contract not renewed - Hobbes 200hrs @25/hr; Water (1,000); Repairs (1,500)															
Note 1: Mr Than (2,000); Other est (1,500)															
Note 2: 7 entrances @ 2,000 per - adding Willowcroft and Wilder for 2017 (may not happen until 2018).															
Note 3: Mosquito Control (6,000); Contingency - (500)															
Note 4: Est 600 hrs unallocated elsewhere @25/hr															
Note 5: Funds to be used to offset cost to maintain TH Park - See admin budget															
2016 Notes:															
Note A: \$300,000 to include street and gutters															
Note B: renewed contract with Designs by Sundown - assume 4% increase															
Note C: Contingency for potential cost overruns on Hunter Run and elsewhere															
Note D: Arrowhead contract (7,000); Water (1,000); Repairs (1,500)															
Note 1: Mr Than (2,000); Other est (1,500)															
Note 2: 5 entrances @ 2,000 per															
Note 3: Platte Canyon Road Tip Grant (2,000); Drainage D @ Platte Canyon work (15,000); Mosquito Control (6,000); Contingency - (500)															
Note 4: Est 1800 hrs @ \$25/hr. - 72% PW;28% Admin															
Note 5: Funds to be used to offset cost to maintain TH Park - See admin budget															

RESOLUTION NO. 6

SERIES OF 2018

A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE TOWN OF COLUMBINE VALLEY, COLORADO.

WHEREAS, the Town of Columbine Valley has experienced substantial development activity in 2017, and additional road replacement/repair expense which had not been anticipated at the time the original budget for 2017 was approved, and

WHEREAS, the Town of Columbine Valley has received unanticipated revenues from new development activity which was not assured at the time the original budget for 2017 was approved, and

WHEREAS, expenses have been incurred in association with the aforementioned development and road replacement/repair expenses which were also unanticipated at the time the original budget for 2017 was approved.

WHEREAS, Section 29-1-109, CRS, as amended, provides that if, after adoption of the budget, the Town receives unanticipated revenue or revenue not assured at the time of the adoption of the budget, the Board of Trustees may authorize the expenditure of such funds by enacting a supplemental budget and appropriation following the holding of a Public Hearing.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Columbine Valley, Colorado:

Section 1. That the appropriation for the General Fund is hereby increased from \$1,694,500 to \$1,930,500 for the purpose of funding inspection, plan review and plan development costs and road replacement/repair expenses associated with new development and road improvement activity in 2017 which had not been anticipated at the time the original budget for 2017 was approved.

PASSED, ADOPTED AND APPROVED by a vote of for and against this 20th day of March, 2018.

JD McCrumb, Clerk

Richard Champion, Mayor



Request for Board of Trustee Action

Date: February 20, 2018

Title: Intergovernmental Agreement with Bow Mar – Election Space

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

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

Background: The Town of Bow Mar is in need of a space in which to collect and count ballots for their April 3 municipal election.

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

Attachments: IGA with the Town of Bow Mar for Election Space

Fiscal Impacts: No fiscal impact is anticipated.

Staff Recommendations: “I move to approve the IGA with Bow Mar for election space as presented.”

INTERGOVERNMENTAL AGREEMENT
(Election Services)

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), is made and entered into this _____ day of _____, 2018, 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; and

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

WHEREAS, Bow Mar's regular Municipal Election is on April 3, 2018; and

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

WHEREAS, Bow Mar has requested that Columbine provide the use of the Columbine Valley Town Hall, located at 2 Middlefield Road, Columbine Valley, Colorado (“Town Hall”), and certain limited administrative support in assist in its conduct of its April 3, 2018 Mail Ballot Election (“Election”) and Columbine agrees to provide the use of its Town Hall and to provide certain limited administrative support to Bow Mar as more particularly set forth below in this Agreement; and

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

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

1. Election Services. For the period March 12, 2018, through April 3, 2018, Columbine agrees to provide the following election-related services to Bow Mar:

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

8 a.m. to 4 p.m. Monday – Friday, from March 12, 2018 through April 2, 2018, and

7 a.m. to 4 p.m. on Election Day, April 3, 2018 (coverage from 4 p.m. to 7 p.m. on Election Day shall be the sole responsibility of Bow Mar).

b. No later than March 5, 2018, Bow Mar will provide Columbine with one or more locked and sealed ballot depository boxes for the receipt of all mail ballots received in the mail or by personal delivery. Columbine staff will not have a key to open the ballot box(es); all ballot box keys and seals will be retained by the Bow Mar Town Clerk.

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

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

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

2. The Bow Mar Town Clerk is the Designated Election Official for the Election.

3. Bow Mar is responsible for all duties specified under Article 10 of Title 31 of the Colorado Revised Statutes relating to said municipal election, except those administrative services described within this agreement. Columbine shall not be responsible for ballots placed in the Columbine exterior mailbox outside of business hours or on weekends.

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

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

6. 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.

7. 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.

8. 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

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

10. 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.

11. 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.

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

Dated this ____ day of _____, 2018.

Town of Columbine Valley, Colorado

By: _____
Mayor

Attest: _____

Town of Bow Mar, Colorado

By: _____
Tom Feldkamp, Mayor

Attest: _____
Sue Blair, Town Clerk



Request for Board of Trustee Action

- Date:** February 20, 2018
- Title:** Arapahoe County Collaborative Transportation IGA
- Presented By:** Phil Sieber, Town Planner
- Prepared By:** Arapahoe County
- Background:** The allocation process for TIP (Transportation Improvement Program) funds has been revised and is now based on a County system of allocation, the Project Priority Programming Process which provided that the Counties and their municipalities allocate TIP funds on a County priority basis. The process entails participation in an IGA and selection of executive committee and technical committee.
- Staff Report:** In order to have a more comprehensive / unified regional allocation, DRCOG (may be) planning to make the regional allocation directly to the County, with the County responsible for the local project allocations. The process entails the participation in the County planning and TIP fund allocations through an IGA of all the interested County municipalities. The administration of the process would be staffed by the County with the actual funding decisions made by a County Executive Committee and assisted by a County Technical Committee. The draft IGA is attached and there may be some amendments before the IGA is in final form.
- The representative to the Executive Committee must be an elected official but the Alternate can be the Town Administrator, The Technical Committee representative should be our Traffic Engineer, Matt Brown. We ask Matt to comment on the program and his response is:
- “With regard to participation, I don’t think this is necessarily a large commitment for the Town; either in staff time or cost. Realistically, if we want to have a voice in the regional allocation process we should participate. That said, I doubt that the County will allocate funding for projects internal to the Town unless they happen to have some sort of regional significance (a segment of regional trail, for example). So involvement is up to the Town. Personally, I think choosing not to participate may send the

wrong message as it relates to the Platte Canyon Road Task Force.”

- Attachments:** Arapahoe County Collaborative Transportation IGA
- Fiscal Impacts:** Some consultant time but within approved 2018 budget
- Staff Recommendations:** The staff is recommending that the Town agree to participate in this planning and funding process and that the Board appoint a member to the Executive Committee with the Town Administrator as the Alternate. We also recommend that Matt Brown be appointed as the Technical Committee member.
- Recommended Motion(s):** “I move to approve the participation in the CDOT/RTD Project Priority Programming Process, to sign the IGA as may be amended and appoint Mayor Champion as the representative and The Town Administrator as the alternate to the executive committee, and appoint Matt Brown to the technical committee”

ARAPAHOE COUNTY
COLLABORATIVE TRANSPORTATION FORUM
AGREEMENT

INTERGOVERNMENTAL AGREEMENT

AMONG

CITY OF AURORA
TOWN OF BENNETT
TOWN OF BOWMAR
CITY OF CENTENNIAL
CITY OF CHERRY HILLS VILLAGE
TOWN OF COLUMBINE VALLEY
TOWN OF DEER TRAIL
CITY OF ENGLEWOOD
TOWN OF FOXFIELD
CITY OF GLENDALE
CITY OF GREENWOOD VILLAGE
CITY OF LITTLETON
CITY OF SHERIDAN
AND
ARAPAHOE COUNTY

THIS ARAPAHOE COUNTY COLLABORATIVE TRANSPORTATION FORUM AGREEMENT (the "Agreement") is entered into effective as of the ____ day of _____, 2017 (the "Effective Date"), by and among the Cities of Aurora, Centennial, Englewood, Glendale, Greenwood Village, Littleton, and Sheridan, the Towns of Bennett, Bowmar, Cherry Hills Village, Columbine Valley, Deer Trail, and Foxfield and Arapahoe County, all such parties being referred to collectively herein as the "Agencies."

WITNESSETH

WHEREAS, the Agencies are all communities having governmental jurisdiction within their respective territorial boundaries within Arapahoe County, Colorado; and

WHEREAS, as local government Agencies are all authorized by the provisions of Colo. Const. art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, *et seq.*, to contract with one another to provide any function, service or facility lawfully authorized to each;

WHEREAS, the Denver Regional Council of Governments ("DRCOG") allocates certain Federal funding for transportation improvements as the Metropolitan Planning Organization (MPO) for the Denver Metropolitan Area;

WHEREAS, the DRCOG Board of Directors may authorize local governments within Arapahoe County to propose to the DRCOG Board of Directors allocation of Federal transportation funding for projects within Arapahoe County incorporated and unincorporated areas ("Sub-Regional Funding");

WHEREAS, the coordinated efforts of all the Arapahoe County communities are necessary to implement the Sub-Regional Funding allocation process for the DRCOG Transportation Improvement Program ("TIP"), and to ensure adequate transportation infrastructure to meet the needs of Arapahoe County residents currently and in the future; and

WHEREAS, the Agencies, signatory hereto, desire to establish a Forum of local jurisdictions within the Arapahoe County Sub-Region in order to coordinate transportation planning and funding requests among such participating jurisdictions; and

WHEREAS, Transportation as referenced in this Agreement shall generally include projects eligible for Federal TIP funding, which include multi-modal facilities such as new roadways, widening of roadways, bridges, on and off-street bike and pedestrian facilities, interchanges, intersections, transit and bus service, studies, etc.; and

WHEREAS, Projects that are eligible for funding may include such items as traffic signals, intelligent transportation systems, transportation demand management, etc. as part of that project and are considered "Elements" of the larger project, but such "Elements" shall not be eligible for stand alone project funding under this Agreement as each Agency is eligible to apply for such standalone "Elements" through the DRCOG TIP Pool funds within the TSSIP/ITS and TDM Pools; and

WHEREAS, Pursuant to Federal Requirements, each Agency is eligible to submit project applications for funding that meet the eligibility requirements for funding irrespective of if they are signatories on the agreement

WHEREAS, Arapahoe County communities will benefit from the collective planning efforts of the Agencies working together to implement a transportation system to ensure the efficient movement of people and goods; and

WHEREAS, the Agencies wish to set forth their mutual understanding of how the Agencies will coordinate transportation planning efforts in Arapahoe County for purposes of submitting project funding requests to the Colorado Department of Transportation ("CDOT), Regional Transportation District (RTD), and the Denver Regional Council of Governments ("DRCOG") for consideration in the Transportation Improvement Plan ("TIP") and State Transportation Improvement Program (STIP) and to coordinate local agency funding partnerships on locally funded only projects, as appropriate; and

WHEREAS, the Agencies wish to set forth their mutual understanding of the manner in which the transportation planning efforts in Arapahoe County will be conducted and coordinated for the purpose of submitting project Sub-Regional Funding requests to DRCOG for consideration, and also for identification, collaboration, and prioritization of transportation improvements during the off-TIP cycle years.

NOW, THEREFORE, THE AGENCIES HEREBY AGREE TO COOPERATE AS FOLLOWS:

1. Term. The term of the Agreement shall commence on the Effective Date, which shall be the date of approval of this Agreement by all participating jurisdictions signatory jurisdictions, and be for a Term that will run for a period of two (2) years from the date of the Agreement. Thereafter, this Agreement shall be automatically renewed for successive two-year (2) terms. However, any Agency may withdraw from the renewed Agreement by providing written notice of its intent to do so at least (30) days prior to termination of their involvement in this Agreement. The notice not to renew shall be by formal action of the governing body requesting withdrawal. The Agreement and its renewal shall remain in effect unless terminated by all of the Agencies.
2. Agency Option to Sign Agreement. If a municipality within Arapahoe County has not originally signed the Agreement, or terminates their involvement in the Agreement after signing pursuant to the provision in Section 1 above, that Agency may join the Agreement by signing the Agreement. This opportunity to become part of the Agreement will need to occur prior to the TIP Cycle Call for Projects applications.
3. Arapahoe County Executive Committee. Each Agency shall appoint an elected official to serve as the Arapahoe County Executive Committee (“ArapCo Exec Committee”). It shall be the duty and purpose of the ArapCo Exec Committee to create a project funding request list to submit to DRCOG for utilization of the Sub-Regional Funding provided by DRCOG, as well as the Regional Project application from the Arapahoe County Sub-Region.
4. Establish an Alternate to the ArapCo Executive Committee. Each Agency shall also appoint an Alternate to the ArapCo Exec. Committee to be in attendance if the Appointee is unable to attend Committee meetings or other functions. The Alternate shall have the authority to act in the full capacity of the Appointee. In instances where neither the Agency Appointee or Alternate cannot attend a meeting, the Agency Appointee may provide in writing to the Co-Chairs of the ArapCo Exec. Committee notification that a specific individual is an authorized representative for the Agency and vote on their behalf at the specific meeting.
5. Establish Co-Chair of ArapCo Exec Committee. The Appointee from Arapahoe County shall be a Co-Chair of the ArapCo Exec Committee. Once this Agreement is executed and Appointees and Alternates are established from the Agencies, the ArapCo Exec. Committee will meet and vote to elect the other Co-Chair of the Committee. As changes to the appointments to the Committee may occur from time to time, the ArapCo Exec. Committee shall be able to vote to select the Co-Chair to serve with the Arapahoe County Appointee. The Co-Chairs will be responsible for establishing the Agenda for the ArapCo Exec Committee Meetings, chairing the meetings, establishing the Committee meeting locations, posting notice of meetings, and distributing meeting minutes, and information for the meetings.
6. Decision Making of the ArapCo Exec. Committee. Each Agency represented on the ArapCo Exec Committee will have one vote when decisions are needed. All decisions of the ArapCo Exec Committee shall be made by motion duly seconded and approved by a majority of the Agencies in attendance at the meeting. In particular, this will include:
 - a. The selection of project applications that will be submitted to DRCOG for consideration as a Regional Project.

- b. The development of the Sub-Region portfolio list of the recommended projects that are to be submitted to the DRCOG Board for approval and inclusion in the TIP.
 - c. The ArapCo Exec Committee will seek to collaborate on transportation needs, partnerships building, projects, and advocacy efforts in non-TIP related activities to help establish priorities and actions to pursue for Arapahoe County as whole.
7. Quorum of ArapCo Exec. Committee. Quorums of the ArapCo Exec. Committee will vary on the actions requiring votes as follows:
- a. For votes on policy, procedures, and/or other components of the Forum a majority of the Agreement signatories will need to be in attendance to constitute a quorum.
 - b. For votes associated with determining the submittals of Regional Project applications and project selection of the Arapahoe County Sub-Regional project portfolio list that will be presented to the DRCOG Board for consideration for inclusion into the TIP will require a quorum of 2/3 of those Agencies that have signed the Agreement.

If there is not a quorum at the time for which a meeting shall have been called, the meeting may be adjourned from time to time by a majority of the Agencies Representatives present without notice, other than by announcement at the meeting, and continued until there is a quorum.

8. Meeting Times of ArapCo Exec. Committee. During each year in which the TIP process and project selection will occur, the ArapCo Exec Committee will, at a minimum, meet monthly or as often as needed in order to develop and timely submit the coordinated project funding request list.. In Non-TIP Cycle years the ArapCo Exec Committee will meet a minimum of twice a year in March and October or as set by the Chair of the ArapCo Exec Committee.
9. Notice. Notice of the ArapCo Exec. Committee meetings will occur by posting of the Agenda at least 24 hours in advance of the meeting. The ArapCo Exec. Committee annually shall establish a posting location in accordance Colorado Open Meetings Law. All ArapCo Exec. Committee Meetings shall be conducted in accordance with Colorado Open Meetings Law and shall be open to the public.
10. Arapahoe County Technical Committee. Each Agency will appoint a staff member from their Agency to serve on the Arapahoe County Technical Committee (ArapCo Tech Committee). Each Agency shall also appoint an Alternate to the ArapCo Tech. Committee to be in attendance if the Appointee is unable to attend Committee meetings or other functions. The Alternate shall have the authority to act in the full capacity of the Appointee, but the Agency will only have one vote on the ArapCo Tech. Committee. The ArapCo Tech Committee will review, evaluate, and score Agency applications for both Regional application project submittals that will be submitted by ArapCo Exec. Committee and Sub-Regional funding selection and will utilize the Arapahoe County Transportation Forum Evaluation/Ranking Criteria and/or the DRCOG Project Ranking Criteria to initially rank the projects submitted by the Agencies for Sub-Regional Funding and funding through Regional funding. This ranking will be presented to the ArapCo Exec Committee for their consideration and approval. The Arapahoe County Appointee will function as the Chair/Lead for the ArapCo Tech Committee,

unless the ArapCo Exec. Committee votes otherwise to appoint a chair/Lead of the Committee. The Chair/Lead is then responsible for scheduling meeting dates/times, setting the meeting agendas, running the meetings, distribution of meeting materials and minutes for meetings, preparing documentation from the Committee to be forwarded to the ArapCo Exec Committee, and sharing ArapCo Exec Committee direction with the ArapCo Tech Committee.

11. Decision Making of the ArapCo Tech Committee. Each Agency represented on the ArapCo Tech Committee will have one vote when decisions on recommendation are needed. All decisions of the ArapCo Tech Committee shall be made by motion duly seconded and approved by a majority of the Agencies in attendance at the meeting. In particular, this will include the development of the Sub-Region portfolio list of projects to be recommended to the ArapCo Exec. Committee for consideration of approval to forward onto the DRCOG Board for approval and inclusion in the TIP. A list of Regional Project applications shall also be developed by the ArapCo Tech Committee for consideration of approval of the ArapCo Exec. Committee to forward onto the DRCOG for consideration of Regional Funding. The Technical Committee will also collaborate on transportation needs, partnerships building, projects, and advocacy efforts in non-TIP related activities to help establish priorities and actions to pursue for Arapahoe County as whole.
12. Quorum of ArapCo Tech Committee. There is no quorum necessary of the Agencies that have executed this Agreement that are entitled to cast votes on a matter by the ArapCo Tech Committee. ArapCo Tech Committee Appointees from the Agencies that have executed the Agreement that are in attendance of the meeting in which a vote is necessary can vote and the majority of those in attendance shall carry the vote as described in Section 11 above. .
13. Other Agency Participation. DRCOG, CDOT, RTD staff representatives shall be invited to attend ArapCo Exec Committee and ArapCo Tech Committee, but these entities, DRCOG, CDOT and RTD, will not have voting authority on the Committees. Furthermore, Staff representatives from the Denver South Transportation Management Agency (DSTMA) shall also be invited to attend the ArapCo Tech. Exec Committee in a non-voting capacity.
- 14.
15. Sub-Region Procedures and Criteria for Possible TIP Project Selection. The Agencies agree to submit all DRCOG funding requests through the Forum established under this Agreement. DRCOG will establish overall criteria regarding project eligibility and evaluation of submitted projects. The ArapCo Exec Committee may choose to establish additional policy and criteria consistent with applicable Federal law and regulation. The procedure for the requesting applications for Regional and Sub-Region projects applications will be established by the ArapCo Exec. Committee.

The ArapCo Exec Committee will cooperate and work diligently and in good faith to create such agreed project funding list for submission to DRCOG for each TIP cycle. The ArapCo Exec Committee shall ensure that both the Arapahoe County Transportation Forum Regional Project application submittals and Sub-Regional funding request list submitted to DRCOG

comply with all grant requirements such as, but not limited to, DRCOG adopted TIP Policy and Criteria, ArapCo Exec. Committee Sub-Region adopted supplemental Policy and Criteria to DRCOG TIP Policy and Criteria, presence on the adopted fiscally constrained Regional Transportation Plan and Colorado Department of Transportation support for projects proposed on state highways, as well as support from RTD on eligible transit applications.

With regard to Regional Projects submitted to DRCOG directly, the ArapCo Exec Committee will meet to discuss the Agencies' regional projects and determine the amount and type of support provided by the Forum, as well as whether the Sub-Region wants to prioritize and focus on a set of prioritized regional projects for the Sub-Region.

16. Project Requests for Regional Funding. Any municipality and Arapahoe County may submit projects for consideration by the ArapCo Exec Committee for a Regional Funding application to DRCOG. These projects shall be of regional significance that meet the Regional eligibility, policy, and criteria established and adopted by the DRCOG Board. Each agencies submitting an application shall pre-screen every proposed project submitted to the ArapCo Exec Committee to reasonably confirm that each proposed project conforms to the DRCOG grant requirements and that any grant matching funds are reasonably anticipated to be available. As necessary, coordination shall occur with CDOT, RTD, and/or other Sub-Regions on various projects. This Agreement is not intended to preclude project proposals from cities and towns that are located within Arapahoe County but are not among the Agencies. Such cities' and towns' project request submittals shall be considered by the ArapCo Exec Committee on an equal basis with project requests from the Agencies.
17. Project Requests for Sub-Regional Funding. Any municipality and Arapahoe County may submit projects for consideration by the ArapCo Exec Committee for Sub-Regional Funding. Projects may include road, bridge, transit, bike, pedestrian projects. Each agencies shall pre-screen every proposed project submitted to the ArapCo Exec Committee to reasonably confirm that each proposed project conforms to the DRCOG grant requirements and that any grant matching funds are reasonably anticipated to be available. This Agreement is not intended to preclude project proposals from cities and towns that are located within Arapahoe County but are not among the Agencies. Such cities' and towns' project request submittals shall be considered by the ArapCo Exec Committee on an equal basis with project requests from the Agencies.
18. Planning Timeline. The submittal, review and prioritization of transportation projects will coincide with the bi-annual DRCOG TIP planning process timeline and the CDOT/Transportation Commission planning timeline.
19. General Provisions.
 - a. Integrated Agreement; Amendment. This Agreement contains the entire agreement of the Agencies relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the Agencies.
 - b. Binding Effect; No Third Party Beneficiaries. This Agreement shall be binding upon, and shall inure to the benefit of, the Agencies and their respective heirs, personal

representatives, successors and assigns. It is expressly understood and agreed that the enforcement of terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Agencies and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of this Agreement that any entity other than the Agencies, including any entity that receives services or benefits as a result of this Agreement, shall be an incidental beneficiary only.

- c. Government Immunity. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the Agencies or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.
- d. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- e. Counterparts; Electronic Disposition. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Agencies acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

By signing this Agreement, the Agencies acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed, and that the persons signing for each Agency have been duly authorized by such Agency to do so.

**ARAPAHOE COUNTY
BOARD OF COUNTY COMMISSIONERS**

Chairman

Date

ATTEST:

County Clerk

CITY OF ?????

(), Mayor

ATTEST:

City Clerk

Date

APPROVED AS TO FORM:

City Attorney's Office

TOWN OF ?????

(), Mayor

ATTEST:

Town Clerk

Date

APPROVED AS TO FORM:

Town Attorney's Office

J.D.

Look this over and make any revisions you feel is appropriate.

I will be back about 4:30



Request for Board of Trustee Action

Date: February 20, 2018

Title: Town Speed Limit Discussion

Presented By: Trustee Kathy Boyle

Background: Trustee Boyle has asked to have an item placed on the agenda to discuss the speed limits in Columbine Valley.

Attachments: None



Request for Board of Trustee Action

Date: February 20, 2018

Title: Wild Plum SIA

Presented By: Lee Schiller, Town Attorney

Prepared By: Lee Schiller, Town Attorney

Background: As a condition of the approval of the Wild Plum Final Plat and Final Development Plan, the developer must enter into a Subdivider Improvement Agreement (SIA) with the Town. The purpose of the SIA is to contractually bind the developer to complete all required public improvements, warrant the same and provide an adequate security to insure completion of the public improvements

Attachments: None

Staff Recommendations: Approve as presented

Recommended Motion: "I move to authorize to the Town Attorney to complete negotiations of the terms of the Subdivider Improvement Agreement and upon completion authorize the Mayor and the Town Attorney to execute the final agreement on behalf of the Town."

5SUBDIVIDER IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2018, by and among Wild Plum JV, LLC, a Colorado limited liability company, hereinafter referred to as "Subdivider, Wild Plum Metropolitan District, hereinafter referred to as the "Metro District," and the Town of Columbine Valley, a municipal corporation, State of Colorado, hereinafter referred to as "Town."

WITNESSETH:

WHEREAS, Subdivider is the owner of approximately 105 acres of land located at the street address of 6850 S. Platte Canyon Rd., Columbine Valley, CO 80123, hereinafter referred to as the "Property," being further defined as Wild Plum, which is described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, all of the Property is located within the Corporate boundaries of the Town; and

WHEREAS, certain questions regarding the rights and obligations of Subdivider and Town have arisen; and

WHEREAS, all parties herein desire to execute a contract specifically defining the rights and obligations of each, all as contemplated by the Town, the Subdivider and the Metro District agree as follows:

I.

STREETS

A. The Subdivider agrees to dedicate, and the Town agrees to accept, rights of way (ROW) for the full width of the streets lying within the Property, as shown on: the Final Development Plan and Final Plat of Wild Plum Subdivision as approved August 15, 2017.

B. Subdivider further agrees to improve the Property by paving all streets located within the Property with an asphalt surface in full conformance with the street design standards and specifications as established and in use by the Town except as may be modified in the final improvements drawings and specifications as approved by the Town. Geotechnical services and materials testing reports shall be provided to ensure the quality control of any utility trenches and pavement placement.

C. The Subdivider agrees to install, or cause to be installed, a street lighting system in accordance with the Town standards and specifications.

D. Town agrees to accept the streets and street lighting system after a two-year warranty period, if constructed according to plans and specifications approved by the Town.

II.

OPEN SPACE DEDICATION

A. The Subdivider agrees to convey, free and clear to the Metro District and the Metro District agrees to accept, Tracks K,L,M,N as described on the final plat, upon completion of the improvements specified in Exhibit B of this SIA.

B. The Subdivider agrees to convey, free and clear to the Town and the Town agrees to accept Tracks K,L,M,N as described on the final plat, upon completion of the improvements specified in Exhibit B of this SIA.

III.

WATER AND SANITARY SEWER

A. The parties mutually agree that Subdivider shall design and install water lines and fire hydrant(s) within the Property described herein in accordance with Denver Water Board and Southwest Metro Water and Sanitation District standards and specifications. Subdivider represents that said entities have already approved its plans. All water and sewer improvements will be installed in accordance with specifications of the provider of water and sewer services. Any agreements between the Subdivider and such providers may be attached to this Subdivider Improvements Agreement as exhibits.

B. The Subdivider will connect to the Southwest Metro Water and Sanitation District sewer line for service and that district may impose its customary tap fees and service fees that are uniformly charged throughout such provider's service area.)

C. Southwest Metro Water and Sanitation District will own and maintain said sewer mains.

D. Resolution of problems, in and adjacent to the Property, associated with sediment deposition or clogging of sanitary sewer mains by construction debris shall be the responsibility of Subdivider, until such time as responsibility therefore is accepted by the provider of sewer services upon acceptance of the sewer mains.

IV.

STORM DRAINAGE

A. All storm drainage improvements shall be designed and installed in full conformance with the approved construction plans and specifications. Subdivider agrees to dedicate to the appropriate parties (Metro District for the Property) and/or Town and/or Urban Drainage and Flood Control District) and improve all necessary unobstructed and unencumbered access streets and easements within the Property for storm sewers and/or transmission of stormwater as indicated on the final plat.

B. Town agrees to accept the drainage improvements constructed after a two-year warranty period, if constructed according to plans and specifications approved by the Town.

C. The storm drainage improvements shall be completed in accordance with the drainage plan approved by the Town and Urban Drainage and Flood Control District. Upon the dedication of drainage improvements by the Subdivider, the party to whom such drainage improvements have been dedicated shall thereafter be responsible for storm drainage maintenance thereof. Subdivider shall convey to the Metro District for the Property such drainage improvements that have not been dedicated to the Town or Urban Drainage and Flood Control District, which Metro District shall thereafter be responsible for such storm drainage maintenance with respect to those drainage improvements that have not been dedicated, including sediment deposition in the current sewer lines.

D. Subdivider agrees to provide a two-year warranty on all public and private storm drainage improvements. Said warranty period shall begin when the Town receives notice from the Town Engineer and the Urban Drainage and Flood Control District that the improvements are completed according to the plan specifications. In the event that said public and private storm drainage improvements are not installed according to the approved plans in the opinion of the Town Engineer or the Urban Drainage and Flood Control District, the Subdivider will be required to take corrective actions necessary to bring said storm drainage system in compliance with the approved plans to acceptance. The warranty period shall automatically be extended until said system is determined to be built in accordance with the approved plans. Resolution of problems associated with the storm drainage improvements due to erosion and sediment deposition or clogging by construction debris, in and adjacent to the Property, shall be the responsibility of Subdivider until such improvements have been dedicated or conveyed as provided above.

E. The Subdivider shall maintain certain erosion control measures (such as straw bales and silt fences) around the perimeter boundary, where necessary, to protect adjoining properties from silt and sediment from entering their property during grading operations. Subdivider agrees to install and maintain erosion and sediment prevention measures in accordance with the approved Erosion and Sediment Control Plan, prepared by the Subdivider and approved by the Town.

F. If any lots are located within the flood plain, Subdivider shall prepare a Conditional Letter of Map Revision (CLOMR) to remove such portion of the property from the flood plain. Subdivider agrees to provide a surety bond, irrevocable letter of credit or other suitable form of guarantee as approved by the Town for the cost to prepare the CLOMR prior to the execution of the final plat by the Town. The guarantee for the cost of the CLOMR shall be released upon approval of the CLOMR approved by the Federal Emergency Management Agency.

PUBLIC IMPROVEMENTS AND DEVELOPMENT ASSURANCE

A. The Subdivider agrees to provide a surety bond, irrevocable letter of credit or other suitable form of guarantee as approved by the Town Attorney for all public and private improvements contemplated by this Agreement (the "Guarantee") which are to be dedicated to the Town. The Guarantee shall be provided to the Town before the final plat is recorded. The Guarantee shall be for 115 percent of the total cost of the improvements to be dedicated to the Town, which are not installed as of the date of approval of the final plat.

B. The Subdivider shall, at its own expense, furnish and install the public improvements in accordance with the construction drawings and engineering plans approved by the Town.

C. Subdivider shall complete the improvements delineated herein within the schedule shown in Exhibit B. Subdivider may request extensions of up to one year within which to complete the improvements, however, the Subdivider shall make such extension requests at least 30 days prior to the expiration of time frames established within the schedule shown in Exhibit B. Any extension request shall require a review and approval of the Town and possible increase in the Guarantee provided as necessary to cover inflation or additional improvements, real or anticipated.

D. The Colorado Department of Transportation (CDOT) has issued a state highway access permit from South Platte Canyon Road to Hunter Run. Construction shall be in accordance with said CDOT-approved plans.

E. The Town shall release that portion of the assurances attributable to the public improvements completed, except the 15 percent contingencies, when the conditions for start of warranty, as determined by the Town Engineer, are met. The Town shall release the remaining amount upon final acceptance of all public improvements by the Town, which shall be one year after preliminary approval of all public improvements and of course subject to and conditioned upon final review and acceptance by the Town Engineer.

VI.

**LANDSCAPE IMPROVEMENTS, DEVELOPMENT ASSURANCES
AND METRO DISTRICT**

A. The Subdivider agrees to install and provide assurances for landscaping and irrigation systems to be constructed by Subdivider and located within Wild Plum as set forth on **the landscape plan**. All improvements shall be in conformance with the final improvement drawings and specifications as prepared by a Landscape Architect and approved by the Town of Columbine Valley, excluding private landscaping on single-family residential lots.

B. The Subdivider agrees to warrant the common area landscaping, irrigation system and fencing installed by Subdivider for a period of one year after installation. In the event said improvements are not in an acceptable and satisfactory condition at the end of the warranty period, in the opinion of the Town Landscape Architect, the Subdivider shall take corrective measures as necessary to bring said improvements into an acceptable and satisfactory condition prior to acceptance.

The responsibility for said maintenance by the Metro District has been or will be established by a Service Plan approved by the Town and by the District Court for the County of Arapahoe

VII.

MISCELLANEOUS

A. Subdivider acknowledges that the Town will not allow construction above ground and framing of all units until an all-weather access road, approved by the City of Littleton Fire Department or its successor, is constructed and fire hydrants, in acceptable proximity to the construction site, are in place and operational. Subdivider acknowledges that the Town will not issue building permits (except for five (5) model home lots) until it has granted approval of all final construction plans. Moreover, Certificates of Occupancy or temporary Certificates of Occupancy for units and/or buildings (except for five (5) model home lots) will not be issued until all utilities required by the construction drawings and engineering plans are completed by or approved by Excel Energy and/or Southwest Metro Water and Sanitation District, and in any event Certificates of Occupancy, temporary or otherwise, (except for five (5) model home lots) shall not be issued until all improvements are complete and certified as complete, by the Town, including roads and drainage facilities.

B. Subdivider warrants that, based upon Subdivider's environmental assessment, that the Property is free from any contamination from hazardous or toxic materials on or below the surface of the Property. Subdivider's Phase I environmental evaluation of the subject Property determined the Property to be free from contamination by hazardous or toxic materials on or below the surface of the Property.

C. The parties agree that this Agreement is the only Subdivision Improvements Agreement existing for the Property as described in Exhibit A and that it contains a full integration of all terms and agreements between the parties hereto with regard to said Property.

D. Subdivider agrees, in developing the Property, that it will meet all of the codes, regulations and policies of the Town as established under the municipal code of the Town, and the standards of the Town, except as modified on the Final Development **Plan** and Final Subdivision Plat approved for the Property. Acreage dedicated to the public in conjunction with this development is shown on the plat of the Property.

E. All proposed public utilities, including but not limited to all water and sewer mains and service stub-outs, electrical services, natural gas, telephone and cable TV, shall be installed underground in sleeves provided and prior to construction of any overlaying street, curb, sidewalk or gutter in order to prevent unnecessary pavement cuts.

F. The Subdivider shall be responsible for the payment of any and all fees incurred during the zoning and platting process, as more particularly required in Article VI. Section 3 | 2 c the Town Land Use Regulations. All such fees paid, or other guarantees acceptable to the Town, shall be made prior to the appropriate signing of the signature Mylar of the final plat.

G. This Agreement may not be assigned or delegated without the written consent of the parties, which shall not be unreasonably withheld, except that Subdivider shall be entitled, without consent of the Town, but with written notice, to assign all of its rights, obligations and benefits under this Agreement to Subdivider's sole and managing member, which is CalAtlantic Group, Inc., a Delaware corporation, upon the conveyance of the Property from Subdivider to CalAtlantic Group, Inc. Thereafter, CalAtlantic Group, Inc. shall be deemed to be the "Subdivider" hereunder. In addition, in the connection with a pending merger of CalAtlantic Group, Inc. with Lennar Corporation or a subsidiary of Lennar Corporation, the rights, obligations and benefits under this Agreement may be assigned or delegated to such merger entity without further consent by the Town, provided that the Property is conveyed to such merger entity and all of the obligations under this Agreement are assumed by such merger entity. **The Town shall be notified in writing at such a time as the merger has occurred.**

H. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally delivered or if sent by certified or registered mail (postage and fees prepaid), addressed to the party to whom such notice is intended to be given at the address set forth on the signature page below or at such other address as has been previously furnished in writing to the other party. Such notice shall be deemed to have been given when so delivered or when deposited in the U.S. Mail.

I. The captions of paragraphs are set forth only for convenience and reference and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

J. The parties agree to execute any additional document(s) and to take any additional action reasonably necessary to carry out this Agreement.

K. Unless otherwise stated in this Agreement, exhibits referenced in this Agreement shall be incorporated into this Agreement for all purposes. Reference to construction drawings, engineering plans, landscape plans, drainage plans and the like in this Agreement are a reference to construction documentation that is a public record on file and available for review at the ///offices of the Town of Columbine Valley or **the office of the Town Engineer.**

L. Further, upon breach by Subdivider or its assigns, the Town shall have the right to refuse to issue for any phase of the development contemplated herein, building permits, certificates of occupancy or any other approvals required hereunder. In the event any amounts due and owing to the Town under this Agreement are not paid in a timely manner, the Town shall be entitled to draw upon the bond or irrevocable letter of credit posted by the Subdivider, and the Town shall be authorized to complete the improvements in connection therewith. In the event such improvements have never been started by the Subdivider, the Town shall have the right and option to vacate the final plat or to draw upon the bond or irrevocable letter of credit posted by the Subdivider and the Town shall be authorized to complete the improvements in connection therewith.

M. The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

N. In addition to claims for damages and any other remedies the parties may have upon the breach of this Agreement by the other party, the aggrieved party shall have the right to request a court of proper jurisdiction to enter an order against the other party requiring specific performance of the terms contained in this Agreement and any mandatory injunctive relief that may be necessary.

O. Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Agreement.

P. This Agreement shall be governed by the laws of the State of Colorado.

Q. This Agreement represents the entire agreement between the parties, and there are no oral or collateral agreements or understandings. This Agreement is made only between the parties hereto, or their successors or assigns, and is not intended to benefit, and may not be enforced by, any third parties.

R. This Agreement may be amended only by an instrument in writing signed by both parties.

S. The Subdivider's payment of fees and charges specified by this Agreement shall be delivered to the Town of Columbine Valley, 2 Middlefield Road, Columbine Valley, Colorado 80123.

T. During construction, Subdivider shall use proper dust and erosion control and maintain streets and roads in such a manner that they may be reasonably traveled upon. Subdivider may secure construction areas within the Property from the general public during construction, except for necessary local traffic, representatives of the Town and other appropriate jurisdiction on official business and emergency service providers. Subdivider shall comply with the provisions of the approved Construction Management Plan as amended from time to time.

U. The Town agree that the Wild Plum final plat for the Property constitutes a "site specific development plan" pursuant to C.R.S. 24-68-101 et. seq. (the "Vested Rights Act") for that portion so platted, and in addition, that the rights which vest pursuant to the Vested Rights Act **shall vest for a period of ten (10) years.**? This Subdivider Improvements Agreement shall be deemed to be a "development agreement" pursuant to the Vested Rights Act.

V. Whenever Subdivider is required to complete construction, maintenance, repair or replacement of improvements by an agreed upon deadline, the Town shall, within a reasonable period of time, consider and respond to a request for a reasonable extension of time if performance cannot, as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Subdivider. Extensions must be approved by the Board of Trustees.

W. Upon final acceptance by the Town of all improvements and compliance by Subdivider with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement shall terminate and no longer be in effect. Upon issuance of a certificate of occupancy by the Town for any home on a lot within the Property, such lot and the third-party owner of such lot, shall be deemed released from the terms and conditions of this Agreement.

X. Whenever approvals or acceptance of a matter is required or requested of the Town. The Town shall respond within a reasonable period of time.

This Agreement, when executed, shall inure to the benefit of and be binding upon the successors, assigns and heirs of the respective parties. The original hereof shall, upon execution, be recorded in the Public Land Records of the County of Arapahoe, State of Colorado.

ATTEST: _____

Subdivider:

WILD PLUM JV, LLC,

a Colorado limited liability company

By: CalAtlantic Group, Inc.,
a Delaware corporation, as sole member

By: _____

Its: _____

Address: 6161 S. Syracuse Way, Suite 200
Greenwood Village, CO 80111

Metro District:

WILD PLUM METROPOLITAN DISTRICT

By: _____

Title: Authorized Signatory

Date:

Address: 6161 S. Syracuse Way, Suite 200
Greenwood Village, CO 80111

ATTEST:

TOWN OF COLUMBINE VALLEY,

A Municipal Corporation

By: _____

Title: _____

Jan 16 Phil Proof

[Type here]

[Type here]

Title:

Title: _____

Date:

Date: _____

Address: 2 Middlefield Road
Columbine Valley, Colorado 80123

APPROVED AS TO FORM

By:

Town Attorney